



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDAS
MONDAY, MARCH 20, 2017**

**City Council Chambers, City Hall
702 N. Hwy 175
Seagoville, Texas 75159**

WORK SESSION – 6:30 P.M.

Call to Order

- A. MetLoop Weather Notification Presentation (Fire Chief)**
- B. Laserfiche Document Imaging Demonstration (City Secretary)**
- C. Discuss Regular Session Agenda Items**

Adjourn

REGULAR SESSION – 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Mayor's Report

Citizens Public Comment Period for Posted Agenda Items- Each speaker will be allowed six (6) minutes to address the council on any item on the agenda except for Public Hearing items. Those wishing to speak shall submit a Speaker Request Form to the City Secretary.

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council meeting minutes for March 6, 2017 (City Secretary)**
- 2. Consider approving a resolution authorizing the City Manager to sign an Interlocal Cooperation/Mutual Aid Agreement with the Southern Regional Response Group**

- for Specialized Emergency Response Services and Resources and authorize the expense of \$7,500 to participate, as budgeted in the FY 2016-17 municipal budget (Police)**
- 3. Consider approving a resolution authorizing the Mayor to sign an Interlocal Cooperative contract with the Texas Department of Public Safety for the purchase of certain supplies (Police)**
 - 4. Consider approving a resolution supporting House Bill 1427 which amends Section 41.005 of the Texas Utilities Code to clarify that a municipality may regulate the operations of an electric cooperative through the city's zoning ordinance (Council)**

REGULAR AGENDA-

- 5. Receive presentation on the Dallas Independent School District P-Tech Program and consider approving a resolution in support of the P-Tech Program (City Manager)**
- 6. Discuss and consider approving a resolution awarding a bid and authorizing the city manager to execute a construction services contract for paving of four streets in the Woodhaven Addition (Community Development)**
- 7. Discuss, consider and take action on Seagoville Economic Development Board recommendation of Kaufman Street area change orders related to utility infrastructure improvements (SEDC)**
- 8. Discuss and consider approving an ordinance amending the FY 2015-2016 municipal budget (Finance)**
- 9. Discuss and consider approving a resolution authorizing the City Manager to purchase electricity by negotiating the lowest possible price, and entering into an agreement with a retail electricity provider (Finance)**
- 10. Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 21, "Building Regulations" by repealing and replacing Article 21.08, "Fences", in its entirety and replacing with a new Article 21.08, "Fences", Sections 21.08.001 through 21.08.018, adding definitions, permissible types, permissible locations, required maintenance, and required building permits (Community Development)**
- 11. Receive Councilmember Reports/Items of Community Interest- as authorized by Section 551.0415 of the Texas Government Code.**
- 12. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter not on the agenda, other than personnel matters or matters under litigation. The council may not discuss these items, but may respond with factual data or policy information, or place the**

item on a future agenda. Those wishing to speak shall submit a Speaker Request Form to the City Secretary.

- 13. Future Agenda Items** – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

Adjourn

Posted Thursday, March 16, 2017 by 5:00 P.M.


Christie Wilson, Interim City Secretary



As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

DATES TO REMEMBER

- **Monday, March 27, 2017 City Council Special Session.**
- **Monday, April 3, 2017 is the next regular City Council meeting.**

Regular Session

Routine Announcements, Recognitions and Proclamations

Meeting Date: **March 20, 2017**

ITEM DESCRIPTION

Call to Order

Invocation

Pledge of Allegiance

Mayor's Report

Citizens Public Comment Period for Posted Agenda Items- Each speaker will be allowed six (6) minutes to address the council on any item on the agenda except for Public Hearing items. Those wishing to speak shall submit a Speaker Request Form to the City Secretary.

Consent Agenda Item: 1

Meeting Date: March 20, 2017

Consider approving City Council meeting minutes for March 6, 2017 (City Secretary)

ITEM DESCRIPTION:

Approve work session and regular session city council meeting minutes for March 6, 2017.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

March 6, 2017 Work Session Meeting Minutes
March 6, 2017 Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
MARCH 6, 2017**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, March 6, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jose Hernandez	Mayor Pro Tem
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Seagoville Economic Development Director Kirk Clennan, Utility Director Phil DeChant and Interim City Secretary Christie Wilson.

Call to Order

A. Discuss new city council agenda packet delivery system.

Library Director/IT Liaison Liz Gant told the council that recent issues with emailing large agenda packets to them prompted her to bring forward an alternative method for council to obtain their packets. She provided a presentation that demonstrated the process for obtaining the packets, which includes an email link that will be sent when each packet is ready to download.

B. Discuss regular session agenda items.

1. Consider approving City Council meeting minutes for February 6, 2017. (City Secretary)
2. Consider approving a resolution authorizing Dallas County to resell tax foreclosed properties located at 410 Riley Drive, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code (City Manager)
3. Receive and discuss *State of The District* report presented by Dallas ISD Trustee Jaime Resendez (Mayor Pro Tem Hernandez)

4. Receive update report from James Forbes with Pipeline Analysis, LLC regarding the Capacity Management Overflow Maintenance (CMOM) and the Sanitary Sewer Evaluation Project for the Stafford area (City Manager)
5. Conduct a public hearing, discuss and consider approving an ordinance amending Planned Development Revised-2 (PDR-2) changing the zoning to Planned Development Revised-3 (PDR-3) to allow for an amendment to the development standards for Lot 3 of the Best Western/Seagoville Addition being approximately 1.0 acre located on the northeast side of US Highway 175 at Cain Street, more commonly known as 1920 North U.S. Highway 175, and amend the Comprehensive Land Use Plan. (Z2017-01) (Community Development, Barr)
Ladis Barr explained to the council that this revision to the Planned Development is because the current PD is for a BBQ restaurant.
6. Conduct a public hearing, discuss and consider approving an ordinance amending Chapter 25.02, Zoning Ordinance, of the city's Code of Ordinances, (as well as any other applicable sections if necessary): Division 15 (LR Local Retail District Regulations), Section 25.02.351; and Division 26 (Special Uses), Section 25.02.631, to remove wedding service and mortuary uses from the permissible uses for Local Retail districts; and to provide that wedding services/event centers and mortuary uses are permitted only when located in stand-alone buildings with a Special Use permit; and amending the zoning ordinance to include definitions for wedding services, event center and mortuary uses. (Z2017-02) (Community Development, Barr)
Ladis Barr told the council that previous issues with parking and noise related to activities at event center prompted staff to request a Specific Use Permit process be implemented and that it would include mortuaries. [There is currently one event center and one mortuary in the city.]
7. Receive financial report from the City of Seagoville Finance Director and discuss FY 2015-2016 (Finance)
8. Receive financial report from the City of Seagoville Finance Director and discuss the first quarter of FY 2016-2017 (Finance)
9. Discuss and consider approving an ordinance amending the Fiscal Year 2017 municipal budget (Finance)
10. Discuss and consider approving a resolution cancelling the May 6, 2017 city council election (City Secretary)
Analizar y considerar la aprobación de una resolución cancelando el 6 de mayo de 2017 elección del consejo de la ciudad (City Secretario)

City Secretary Wilson advised that the three council members whose terms are expiring filed applications to be elected to their places again and no one else submitted an application for either place. There were also no write-in candidates. This ordinance is official action cancelling the election declaring the three current council members elected.

11. Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 1, General Provisions, Article 1.01, Subsection 1.01.008 Supplementation of Code, to provide the City Secretary authority to supplement the Code of Ordinances at least once per year and at additional times as determined necessary (City Secretary)
City Secretary Wilson reviewed with the council what the current process is for updating the Code of Ordinances and requested they consider making a change that would result in timelier updates.
12. Discuss and consider approving a resolution declaring the city's opposition to a revenue cap proposed in Senate Bill 2 which is under consideration by the State Legislature (Mayor)
13. Discuss annexation of extraterritorial jurisdiction (ETJ) areas of the City of Seagoville to include a presentation from the city attorney (Councilmember Fruin)

Adjourn

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Christie Wilson, Interim City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
MARCH 6, 2017**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, March 6, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jose Hernandez	Mayor Pro Tem
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Seagoville Economic Development Director Kirk Clennan, Utility Director Phil DeChant and Interim City Secretary Christie Wilson.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation- Mayor Childress

Pledge of Allegiance

Proclamations- Mayor Childress presented the following proclamations:

- 1) Recognize Seagoville North Elementary 1st Place and 6th Place students in the Destination Imagination Program- Presented to the sponsors and students.
- 2) Recognize Destination Imagination Volunteer Michelle Huddleston.- Ms. Huddleston was recognized for her 9 years of involvement in the program.
- 3) Hemophilia Awareness Month presented to Councilmember Magill.

Mayor's Report- Mayor Childress congratulated Councilmember Mike Fruin and Councilmember JoJo Hernandez on being unopposed during this year's city council election.

Citizens Public Comment Period for Posted Agenda Items- No speakers.

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

1. Consider approving City Council meeting minutes for February 6, 2017. (City Secretary)
2. Consider approving a resolution authorizing Dallas County to resell tax foreclosed properties located at 410 Riley Drive, Seagoville, Texas, by public or private sale, to

the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code (City Manager)

Motion to approve- Magill; second by Hernandez; motion passed with all ayes.

REGULAR AGENDA-

3. Receive and discuss *State of The District* report presented by Dallas ISD Trustee Jaime Resendez (Mayor Pro Tem Hernandez)

Trustee Resendez provided some background on himself. He reviewed the awards and recognitions received by DISD, donations, programs, scholarships and collegiate academies currently in place in some of the DISD high schools. He noted that DISD has met all four state standards however, there are some challenges remaining. In order to combat those challenges he is creating a task force whose goal will be to help students be successful. Mr. Resendez also provided an update on the status of the bond program for Seagoville High School and explained how the new classrooms will be implemented.

4. Receive update report from James Forbes with Pipeline Analysis, LLC regarding the Capacity Management Overflow Maintenance (CMOM) and the Sanitary Sewer Evaluation Project for the Stafford area (City Manager)

Mr. Forbes reviewed with the council the Administrative Order and the plan (CMOM) that was developed to resolve the order. He provided inspection report findings, adding that during this process an electronic GIS map of the city's sewer system has been created. He said the CMOM was submitted to the EPA in December 2016.

Mr. Forbes reviewed that the Bowers Road lift station has been repaired and now there are no overflows due to rainwater getting in the system. He went on to describe a situation with a pipe that runs underneath HWY 175. The 414' long iron pipe is rusting on the interior and will require a rust removal process to clear the line however it is unknown whether the pipe will endure the cleaning process. The goal is to clean the line and then insert a fiberglass liner if necessary. He provided an estimated cost for the cleaning however it will be billed per foot. City Manager Stallings said that in the event the line collapses during the cleaning process the city is prepared to sell debt in order to fund replacing the line. Mr. Forbes then provided a list of short-term needs that the city should address.

5. Conduct a public hearing, discuss and consider approving an ordinance amending Planned Development Revised-2 (PDR-2) changing the zoning to Planned Development Revised-3 (PDR-3) to allow for an amendment to the development standards for Lot 3 of the Best Western/Seagoville Addition being approximately 1.0 acre located on the northeast side of US Highway 175 at Cain Street, more commonly known as 1920 North U.S. Highway 175, and amend the Comprehensive Land Use Plan. (Z2017-01) (Community Development, Barr)

Community Development Director Barr told the council that because the current PD of this property is for a BBQ restaurant, it had to be revised to suit the new site plan (Sweet Dish). Mayor Childress opened the public hearing at 7:48 p.m. Janelle Garcia, applicant and owner of Sweet Dish, spoke in favor and provided an update on the progress of their efforts to develop this property. She stated the shop should be open by September 2017. Economic Development Director Kirk Clennan also spoke in favor. The public hearing was closed at 7:51 p.m.

Motion to approve- Magill; second by Hernandez; motion passed with all ayes.

6. **Conduct a public hearing, discuss and consider approving an ordinance amending Chapter 25.02, Zoning Ordinance, of the city's Code of Ordinances, (as well as any other applicable sections if necessary): Division 15 (LR Local Retail District Regulations), Section 25.02.351; and Division 26 (Special Uses), Section 25.02.631, to remove wedding service and mortuary uses from the permissible uses for Local Retail districts; and to provide that wedding services/event centers and mortuary uses are permitted only when located in stand-alone buildings with a Special Use permit; and amending the zoning ordinance to include definitions for wedding services, event center and mortuary uses. (Z2017-02) (Community Development, Barr)**

Director Barr told the council that due to some issues that have surfaced regarding noise and parking in shopping centers where special events and mortuaries are located, staff felt it necessary to bring this item forward in an effort to prevent further such establishments from locating in retail developments in the future. The one event center and one mortuary currently located in the city will be grand-fathered in the event council approves this ordinance. Mayor Childress opened and closed the public hearing at 7:58 p.m. with no one wishing to speak.

At this time Councilmember Howard made a motion to approve and Councilmember Magill seconded the motion. Councilmember Hernandez then asked the question how this could apply to churches that rent parts of their buildings for events. It was noted that such a use is not the primary use. The motion and the second to the motion were rescinded. Councilmember Hernandez asked that the definition for Event Center include "solely or primarily used for private parties". Again, a motion to approve was made and seconded but prompted further input from Councilmember Fruin, who wanted to table the item until the text was actually changed, rather than approving it "as amended". He then withdrew his request.

Motion to approve as amended- Howard; second by Magill; motion passed with all ayes except for Fruin who voted no.

7. **Receive financial report from the City of Seagoville Finance Director and discuss FY 2015-2016 (Finance)**

Finance Director Patrick Harvey told the council that 2015-16 was a good year. He reviewed the sales tax collected, franchise fees, and permit fees. He added that only 94%

of the projected expenditures were made. The year ended with 156 days of operations remaining in the budget. He added that water and sewer revenues were also over projections for that year.

8. Receive financial report from the City of Seagoville Finance Director and discuss the first quarter of FY 2016-2017 (Finance)

Director Harvey told this council that this report encompasses the first three months of the 2016-17 fiscal year. Revenues so far are good, however there was a sales tax adjustment made by the Comptroller. Franchise fees are also down from this same period the previous year. Building permits are up.

9. Discuss and consider approving an ordinance amending the Fiscal Year 2017 municipal budget (Finance)

Director Harvey explained that at the conclusion of the 2016 budget year the Street Department ended with a surplus in the budget of \$142,357. Staff is recommending this savings be transferred into the new Street Maintenance Fund, adding to the current \$120,000 balance approved for the current year. This will be available to finance ongoing street repair. After the transfer there will still be 146 operating days remaining for the end of September 2016.

Motion to approve- Hernandez; second by Magill; motion passed with all ayes.

10. Discuss and consider approving a resolution cancelling the May 6, 2017 city council election (City Secretary)

Analizar y considerar la aprobación de una resolución cancelando el 6 de mayo de 2017 elección del consejo de la ciudad (City Secretario)

City Secretary Christie Wilson told the council that since the three places up for the city council election are unopposed, this resolution officially cancels the election. It also declares Dennis Childress for Mayor, Mike Fruin for Place 2, and JoJo Hernandez for Place 4 elected. The swearing in ceremony will be held on May 15th, which is the date the canvas would have been held.

Motion to approve- Howard; second by Epps; motion passed with all ayes.

11. Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 1, General Provisions, Article 1.01, Subsection 1.01.008 Supplementation of Code, to provide the City Secretary authority to supplement the Code of Ordinances at least once per year and at additional times as determined necessary (City Secretary)

City Secretary Wilson explained the current process of updating the Code of Ordinances yearly by council action. She made a recommendation to change the text of the ordinance so that those [ordinances] adopted during the year do not have to come back to the council for further approval in order to have the Code supplemented. The proposed

change will allow the city secretary to update the code as needed. She would like to have the ability to do quarterly updates, which does not increase the cost over yearly updates.

Motion to approve- Epps; second by Magill; motion passed with all ayes.

- 12. Discuss and consider approving a resolution declaring the city's opposition to a revenue cap proposed in Senate Bill 2 which is under consideration by the State Legislature (Mayor)**

Finance Director Harvey explained to the council that if approved Senate Bill 2 it will result in less money for cities to work with. Staff recommends approval.

Motion to approve- Magill; second by Howard; motion passed with all ayes.

- 13. Discuss annexation of extraterritorial jurisdiction (ETJ) areas of the City of Seagoville to include a presentation from the city attorney (Councilmember Fruin)**

City Attorney Alexis Allen presented a slide presentation that explained the annexation process as it relates to the city's ETJ. There was brief discussion of certain risks of not annexing ETJ areas, and of the responsibilities of doing so.

- 14. Receive Councilmember Reports/Items of Community Interest-** as authorized by Section 551.0415 of the Texas Government Code. - None

- 15. Receive Citizen Comments – None**

- 16. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.**

Councilmember Hernandez: 1) residential speed enforcement methods; 2) backyard chicken ordinance.

Councilmember Howard: cell phone use while driving.

Councilmember Fruin: 1) requested an executive session with the SEDC board members; 2) wants to revisit the fireworks ordinance and the time constraints therein.

- 17. Executive Session was convened at 9:12 p.m.**

A. Council shall convene into a closed executive session pursuant to Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Secretary.

- 18. Reconvened Open Session at 10:59 p.m.**

A. Any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Secretary.

No action.

Adjourned at 10:59 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Christie Wilson, Interim City Secretary

Consent Agenda Item:2

Meeting Date: **March 20, 2017**

Consider approving a resolution authorizing the City Manager to sign an Interlocal Cooperation/Mutual Aid Agreement with the Southern Regional Response Group for Specialized Emergency Response Services and Resources and authorize the expense of \$7,500 to participate, as budgeted in the FY 2016-17 municipal budget (Police)

BACKGROUND OF ISSUE:

The City of Seagoville (Police Department) opted to become part of the Southern Regional Response Group (SRRG) in 2008 to provide Specialized Police Response to Emergency situations.

The agreement is based on a one (1) year period (October 1, 2015 – September 30, 2016) and provides manpower, resources, and specialized training required in unusual, complicated or hazardous situations that reach out beyond our current capabilities. Over the past three (3) years there has been a total of three (3) occasions where the specialized services that SRRG has to offer has been needed to bring situations to a safe and peaceful conclusion.

The intent of the agreement is to ensure that the City of Seagoville (Police Department) has a mechanism to assure safe and effective resolution to unusual, complicated, or hazardous situations as peacefully as possible, with the least amount of liability and financial impact as possible.

The agreement and all legality issues surrounding the document has been reviewed by several City Attorney offices to include our City Attorney. Their examination validates the contents of the document to be legal and binding.

FINANCIAL IMPACT:

The financial impact, which has been budgeted for through the 2016 – 2017 budget, is an annual cost of \$7,500.00 for member agencies that do not have personnel on the SRRG Team. This contribution helps SRRG offset costs of needed equipment and resources that are prudent to the functionality of the organization.

EXHIBITS

Resolution

Interlocal Cooperation Agreement

**THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE SOUTHERN REGIONAL RESPONSE GROUP (SRRG) FOR SPECIALIZED EMERGENCY POLICE RESPONSE SERVICES AND RESOURCES; PROVIDING FOR AN ANNUAL FEE IN AN AMOUNT OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas recognizes the mutual benefits of cooperative Interlocal Agreements between units of government and joint organizations; and

WHEREAS, the City Council of the City of Seagoville, Texas recognizes and supports the Specialized Emergency Services Response and Resources through regional Interlocal Agreements supporting the Southern Regional Response Group; and

WHEREAS, the City Council of the City of Seagoville, Texas recognizes that the city opted to become part of the Southern Regional Response Group by Memorandum of Understanding (MOU) in 2008 to have a mechanism that assisted with unusual, complicated or hazardous police situations; and

WHEREAS, pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, and Subchapter F, Chapter 271 of the Texas Local Government Code, the City Council of the City of Seagoville, Texas, desires to enter into an Interlocal Agreement with the Southern Regional Response Group, for Emergency Response to Unusual, Complicated and/or Hazardous Situations; and

WHEREAS, The City Council of the City of Seagoville, Texas hereby supports entering into an Interlocal Agreement with the Southern Regional Response Group (SRRG), for Emergency Police Response to Unusual, Complicated, or Hazardous situations (named in the ILA) that require specialized training and resources beyond our normal law enforcement response capabilities.

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

SECTION 1. The City Council of the City of Seagoville, Texas, authorizes the City Manager to execute an Interlocal Agreement with the Southern Regional Response Group (SRRG), for Emergency Police Response to Unusual, Complicated, or Hazardous situations (named in the ILA) that require specialized training and resources beyond our normal law enforcement response capabilities, which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The City Council further authorizes an annual fee in an amount of seven thousand five hundred dollars (\$7,500.00) to support SRRG's initiative, equipment purchase or replacement for the specialized law enforcement response.

SECTION 3. That any prior Resolution of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 5. This Resolution shall take effect immediately from and after its passage in accordance with the provision of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 20th day of March, 2017.

APPROVED:

Mayor Dennis R. Childress

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF DALLAS §

This Mutual Aid Agreement ("Agreement") is entered into by and between the undersigned Participating Local Governments of the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this Agreement upon a formal order of their respective governing bodies as provided herein may be referred to in this Agreement individually as "City" and collectively as "Parties" or "Participating Cities."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, the Participating Cities have joined to form the Southern Regional Response Group ("herein after referred to as the "SRRG") to enhance emergency planning and response capabilities; and

WHEREAS, the Participating Cities have formed a Special Response Team (hereinafter referred to as the "SRRG/SRT") which provides a specialized police response to the Participating Cities for the purposes of responding to incidents such as felony arrest warrants and searches, armed barricaded person(s), narcotic warrants and other incidents that require a specialized police response; and

WHEREAS, SRRG recognizes the advantages of combining manpower and equipment among the Participating Cities to form the SRRG/SRT comprised of duly licensed officers from the Participating Cities; and

WHEREAS, the Participating Cities recognize that this Agreement will allow for better coordination of effort between the Participating Cities, provide that adequate equipment and personnel are available, and ensure that adequate resources are available for the SRRG/SRT to respond to incidents requiring a specialized police response;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Article I
Purpose

Members of the SRRG agree to participate and/or cooperate with the creation of the SRRG/SRT designed to intervene in tactical scenarios on behalf of Participating Cities and to support Participating Cities with standing tactical units.

Article II Term

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

Article III Termination

A Participating City may terminate its participation in this Agreement by providing thirty (30) days prior written notice to the other Participating Cities. The written notice of intent to terminate shall be delivered to the current chief executive of each of the Participating Cities by certified mail, return receipt requested, or hand delivery. Termination by one or more of the Participating Cities to this Agreement does not affect this Agreement as it applies to the remaining Participating Cities, and shall continue to apply to the remaining Participating Cities until terminated by those parties.

Article IV Operational Procedures

4.1 The chief law enforcement officer (or head of the law enforcement agency) or that person's designee may request the activation of the SRRG/SRT in accordance with the Greater Dallas-Fort Worth Regional Law Enforcement Mutual and Task Force Agreement.

4.2 The SRRG/SRT will report to the Incident Commander of the City requesting assistance and will operate under that Incident Commander's control in accordance with ICS protocols.

4.3 The SRRG/SRT will respond to but not be limited to the following types of incidents:

- a. barricaded persons;
- b. hostage situations;
- c. live shooter scenarios;
- d. hazardous warrant service;
- e. civil disturbances, including riots;
- f. SNS delivery and POD security;
- g. terrorists' incidents; and
- h. any event in which a member agency's resources have been depleted.

Article V
Supervision/Personnel/Board Members

5.1 A Command Staff will be established by policy and approved by the Board Members ("Board") of the SRRG. The Board shall be comprised of the chief law enforcement officer (or head of the law enforcement agency) from each Participating City.

5.2 The Command Staff will answer to and provide regular updates on the following to the SRRG Board:

- a. equipment acquisitions;
- b. personnel acquisitions;
- c. training activities;
- d. activations; and
- e. pre-plans and after-action summaries.

Article VI
Evaluation and Performance Review

6.1 The Command Staff shall establish policy and procedures to establish criteria for continued membership in the SRRG/SRT by individual officers.

6.2 The policies shall cover the following areas:

- a. minimum proficiencies for each assignment;
- b. attendance and participation in training and activities;
- c. personal and professional behavior; and
- d. performance during activations.

Article VII
Finances

7.1 The division of equipment procurement shall be determined by policy as agreed upon by the SRRG/SRT Board. Each Participating City shall provide its member officers with adequate time to train with the SRRG/SRT and to supply minimum personal gear as established by policy.

7.2 The Participating City that procures the equipment shall be responsible for storage and maintenance of the equipment.

7.2 The personnel costs for the participating officers in the SRRG/SRT, including training, shall be the responsibility of the Participating City that employs the participating officer.

7.3 On an annual basis, each Participating City participating with personnel shall provide a \$5,000 cash contribution for the continuous operational needs of the SRRG/SRT. Participating Cities that do not participate with personnel on the SRT shall provide a \$7,500 cash contribution for the continuous operational needs of the SRRG/SRT. Such payment shall be made by each Participating City on or before the annual renewal date of this Agreement.

7.4 The Board shall decide how the funds are to be distributed for the SRRG/SRT's operational needs. Matching funds may be accepted upon prior approval from the Board.

7.5 In addition the participation fee outlined in 7.3, The Board will maintain a Master Equipment List, a replacement schedule for capital equipment and equipment maintenance budget for submission annually to each Participating City for the continuous operational needs of the SRRG/SRT.

Article VIII Addition of Participating Cities

The Board made up of currently participating chief law enforcement officers (or heads of law enforcement agencies) may add additional agencies to the SRRG/SRT at any time and upon the new agency's acceptance of the parameters of this Agreement.

Article IX Insurance

9.1 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

9.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

9.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

9.4 Other Coverage. Each Participating City shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

Article X Waiver of Claims Against Parties; Immunity Retained

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article XI Expending Funds

Each Participating City that performs services or furnishes services pursuant to this Agreement shall do so with funds available from current revenues of the Participating City.

Article XII Miscellaneous

12.1 Reimbursement. The Party requesting the SRRG/SRT shall not be responsible for compensating Participating Cities for the costs incurred when acting in accordance with this Agreement. The personnel who are assigned, designated or ordered by the responding Participating Cities to perform duties pursuant to this Agreement shall receive the same wage, salary, pension and other compensation and rights for the performance of such duties, including injury or death benefits, and Workman's Compensation benefits, as though the services have been rendered for and within the limits of the Participating City where the person is regularly employed. Further, all medical expenses, wage and disability payments, except those payments the requesting Party is required to pay under this Agreement, pension payments, damage to equipment and clothing, and expenses for travel, food and lodging shall be paid by the Participating City in which the employee in question is regularly employed.

12.2 Other Mutual Aid Agreements. This Agreement is not intended to replace local mutual aid agreements and local jurisdictions are encouraged to develop local agreements with each other for Mutual Aid in emergency, disaster and/or civil emergency situations and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement(s) or contract(s).

12.3 Liability. Any loss, personal injuries, including death, and damages sustained by a person, who was not acting pursuant to this Agreement, as a result of any action taken pursuant to this Agreement is the sole responsibility and liability of the Participating City which requested the assistance from the other Participating Cities.

In the event a person performing duties pursuant to this Agreement shall be cited as a defendant to any state or federal lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that he or she would be entitled to receive and/or assert had such civil action arisen out of an official act within the scope of his or her employment as an employee of the responding Participating City. The benefits described herein shall be supplied by the City where the person is regularly employed.

12.4 Waiver. The Parties to this Agreement waive any and all claims they may have against each other for any loss, personal injuries, including death, and damages of whatever nature may be incurred by the Parties while acting pursuant to this Agreement. However, this waiver does not include any claim the responding Parties may have against the Party requesting SRRG/SGT for its failure and/or refusal to pay for any loss, personal injuries, including death, and damages sustained by a person, who was not acting pursuant to this Agreement, as a result of any action taken pursuant to this Agreement.

12.5 Relationship of Parties. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture or trust.

12.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

12.7 Amendment. This Agreement may only be amended by the mutual written agreement of both parties hereto.

12.8 Severability. In the event anyone 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 the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

12.9 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

12.10 Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

12.11 Recitals. The recitals to this Agreement are incorporated herein.

12.12 Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

12.13 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

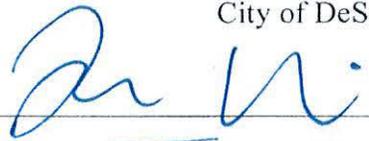
12.14 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

12.15 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

[signature pages to follow]

EXECUTED this 30th day of June, 2016

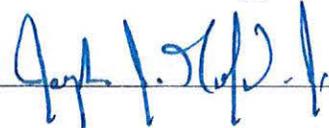
City of DeSoto, Texas

By: 

Printed Name: Tarron Richardson

Title: City Manager

Approved as to Form:

By: 

Title: City Attorney

EXECUTED this 8th day of March, 2016

City of Midlothian, Texas

By: [Signature]

Printed Name: Chris Dick

Title: City Manager



Approved as to Form:

By: [Signature]

Title: City Attorney

EXECUTED this 24 day of May, 2016

City of Cedar Hill, Texas

By: Rob Franke

Printed Name: Rob Franke

Title: Mayor

Approved as to Form:

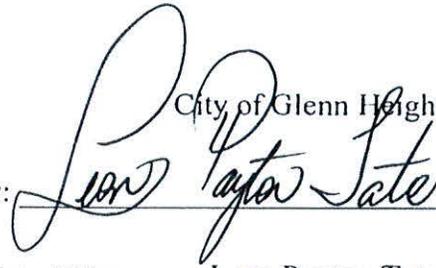
By: [Signature]

Title: CITY ATTORNEY

EXECUTED this 5th day of April, 2016

City of Glenn Heights, Texas

By:



Printed Name: Leon Payton Tate

Title: Mayor, City of Glenn Heights, Texas

Approved as to Form:

By:



Title: Whitt Wyatt, City Attorney

EXECUTED this 21st day of December, 2016

Town of Highland Park, Texas

By: William H Lindley

Printed Name: William H. Lindley

Title: Town Administrator

Approved as to Form:

By: MA R

Title: Town Attorney

EXECUTED this ____ day of _____, 2016

City of Seagoville, Texas

By: _____

Printed Name: _____

Title: _____

Approved as to Form:

By: _____

Title: _____

EXECUTED this ____ day of _____, 2016

City of Ovilla, Texas

By: _____

Printed Name: _____

Title: _____

Approved as to Form:

By: _____

Title: _____

EXECUTED this 14th day of March, 2016

City of Lancaster, Texas

By: Marcus E. Knight

Printed Name: Marcus E. Knight

Title: Mayor

Approved as to Form:

By: Robert Ayers

Title: City Attorney

Consent Agenda Item: 3

Meeting date: **March 20, 2017**

Consider approving a resolution authorizing the Mayor to sign an Interlocal Cooperative Contract with the Texas Department of Public Safety for the purchase of certain supplies (Police)

Issue/Problem:

The Texas Department of Public Safety requires an Interlocal Cooperation Contract with any and all agencies desiring to purchase supplies from them. The Police Department needs to update this contract and requests Council's approval of said contract for the purpose of purchasing certain supplies.

Options/Alternatives:

- Option #1 Approve Resolution No. _____ authorizing the Mayor to sign an Inter-local Cooperation Contract with the Texas Department of Public Safety.
- Option #2 Deny approval of Resolution No. _____

Recommendation:

Staff recommends that Council approve Option #1.

Background:

The Police Department desires to purchase certain criminal investigation supplies from the Texas Department of Public Safety. As of September 2011, the Texas Department of Public Safety requires an Inter-local Cooperation Contract with the requesting agency's governing body.

Staff is seeking Council authorization for the Mayor to sign an Inter-local Cooperation Contract, so that items necessary for daily operation of the Police Department may be purchased from the Texas D.P.S.

Legal Considerations:

This Inter-local Cooperation Contract is in compliance with the provisions of "The Inter-local Cooperation Contract Act," Government Code, Chapter 791.

Financial Considerations:

There are no financial considerations. — —

Exhibits:

Texas Department of Public Safety Inter-local Cooperation Contract
Resolution

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 1, 2016

To Whom It May Concern:

The Texas Department of Public Safety Interlocal Cooperation Contract will expire August 31, 2015. Enclosed is the revised contract effective September 1, 2015 through August 31, 2017.

If your agency is interested in purchasing intoxilyzer mouthpieces, alcohol blood test kits, gunshot residue kits, urine specimen kits or syringe transport tubes, we must have a current contract on file before your order can be processed.

Please note that an Interlocal Cooperation Contract is not required to obtain printed materials.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Iffla", followed by a horizontal line.

Michael Iffla, Director,
General Services Bureau

**INTERLOCAL COOPERATION CONTRACT
DPS, GENERAL SERVICES BUREAU
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999**

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: Seagoville Police Department

Complete Address: 702 N. Hwy. 175 Seagoville, Texas 75159
Street Address City and State Zip Code

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time of order. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2015 and shall terminate on August 31, 2017.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

PERFORMING AGENCY

Seagoville Police Department
Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY
Name of Agency

By: _____
Authorized Signature

By: _____
Authorized Signature

Mayor
Title

Title

Date: 03/20/17

Date: _____

INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with General Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit.

An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING
SUPPLIES AND GUN SHOT RESIDUE KIT

1. **Submit your request on your department letterhead using the sample on page 5.**

This request must have an authorized signature and the name and phone number of a contact person. Also, furnish exemption number if tax exempt.

Attach pages 3 and 4 to include requested items and total amount due.

This request should be addressed to:

DPS GENERAL STORES
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999

2. Prices will be subject to change on a periodic basis and include shipping and handling.
3. Submit check or money order made out to the **Department of Public Safety, General Stores**, along with your request.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be listed on pages 3 and 4. Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact:

DPS GENERAL STORES
512-424-5424
512-424-5425

NON DPS AGENCIES PRICE SHEET

**AN INTERLOCAL COOPERATION CONTRACT IS NOT REQUIRED
TO PURCHASE PRINTED MATERIALS BELOW**

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	DIC 23 PEACE OFFICERS SWORN REPORT (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 23A SPECIMEN ROUTING REPORT	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 24 STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 25 NOTICE OF SUSPENSION TEMPORARY DRIVING PERMIT	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 54 PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 55 STATUTORY WARNING COMMERCIAL MOTOR VEHICLE OPERATORS	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 56 BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 57 NOTICE OF DISQUALIFICATION (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
DIC SPANISH FORMS:				
_____	DIC 24S DWI STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 25S NOTICE OF SUSPENSION	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 57S NOTICE OF DISQUALIFICATION	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
THP FORMS:				
_____	THP 1 OFFENSE REPORT	PAD OF 100 SHEETS	\$2.50/PAD	<u>\$0.00</u>
_____	THP 1A SFST SCORING SHEET	PAD OF 100 SHEETS	\$2.50/PAD	<u>\$0.00</u>

_____	THP 51 STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	PAD OF 100 SHEETS	\$2.50/PAD	_____ \$0.00
_____	THP 51A AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	PAD OF 100 SHEETS	\$2.50/PAD	_____ \$0.00
_____	THP/BR 38 INTOXILYZER MANUAL	(BINDER, TABS & CONTENTS)	\$8.75/EACH	_____ \$0.00

***MUNICIPALITIES AND COUNTIES MUST HAVE AN INTERLOCAL CONTRACT
ON FILE TO PURCHASE ITEMS BELOW**

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	* PBT (MOUTHPIECES) (PORTABLE BREATH TESTING TUBE)	1 PKG of 25 EACH	\$4.50/PKG.	_____ \$0.00
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 100 EACH	\$23.00/PKG.	_____ \$0.00
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	\$6.50/EACH	_____ \$0.00
_____	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/EACH	_____ \$0.00
_____	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/EACH	_____ \$0.00
_____	* GUNSHOT RESIDUE KIT	1 EACH	\$8.50/EACH	_____ \$0.00
TOTAL ENCLOSED				_____ \$0.00

(Items from pages 3 & 4)

MAIL ORDERS AND PAYMENTS TO:

GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999
512 -424-5424
512-424-5425



City of Seagoville Police Department

600 North US Highway 175
Seagoville, Texas 75159
Phone 972.287.2999 Fax 972.287.2917
www.seagoville.us



DPS GENERAL STORES
POB 15999
Austin, Texas 78761-5999

Date: _____

To whom it may concern,

Please enter our purchase order for the attached supplies. My check is enclosed.

Sincerely,

Title

Tax exempt number: _____

Contact Person: Raymond Calverley Chief of Police Phone number: 972-287-6818

Physical Address: **600 N. US Highway 175 Seagoville, Texas 75159**

Email Address: **rcalverley@seagoville.us**

**CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas, understands and supports interlocal purchasing programs that benefit the City's best interest; and

WHEREAS, the City Council of the City of Seagoville, Texas, believes the establishment of an Interlocal Cooperation Contract with the Texas Department of Public Safety is in the best interest of the City.

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

Section 1. The City Council of the City of Seagoville, Texas, authorizes the Mayor to execute an Interlocal Cooperation Contract with the Texas Department of Public Safety for the purpose of purchasing certain investigative supplies necessary for daily operations of the Police Department.

Section 2. That this Resolution shall take effect immediately from and after its passage as the law and Charter in such cases provide.

DULY ORDERED by the City Council of the City of Seagoville, Texas on the 20th day of March, 2017.

APPROVED:

DENNIS K. CHIKLDRESS, MAYOR

ATTEST:

CHRISTIE WILSON, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS ALLEN, CITY ATTORNEY

Consent Agenda Item: 4

Meeting Date: March 20, 2017

Consider approving a resolution supporting House Bill 1427 which amends Section 41.005 of the Texas Utilities Code to clarify that a municipality may regulate the operations of an electric cooperative through the city's zoning ordinance (Council)

ITEM DESCRIPTION:

Resolution in support of House Bill 1427 that would amend the law to clarify that a city is not prohibited from enforcing its zoning and other land use regulations including a specific use permit except in very limited circumstances.

BACKGROUND OF ISSUE:

Request for resolution was received by the city on March 2, 2017.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Formal support of this resolution is being requested by the affected city in this matter as this is an issue that may impact other cities in the future. If approved, a copy of the resolution will be provided to Lloyd Gosselink Rochelle & Townsend, P.C.

EXHIBITS:

Request for Resolution
Resolution
House Bill 1427

From: Thomas Brocato [<mailto:tbrocato@lglawfirm.com>]

Sent: Thursday, March 02, 2017 2:31 PM

Subject: Resolution in Support of House Bill 1427

Steering Committee of Cities Served by Oncor:

As many of you are aware, the City of The Colony has been involved in a case at the Public Utility Commission involving an appeal by Brazos Electric Cooperative ("Brazos") and CoServ of the City's land use and zoning ordinances. The cooperatives appealed the Colony's ordinance after the City refused to grant the cooperatives a special use permit to build a substation on a certain piece of land. The City's zoning ordinance prohibits certain land use activities in the property's zone, including substation use.

A hearing on the merits was held in September and the judge issued a Proposal for Decision ("PFD") in December. The PFD concluded the Colony's ordinance and denial of the special use permit violates Public Utility Regulatory Act ("PURA") Section 41.005, which prohibits a municipality from regulating a cooperative's rates, services, or operations except with regards to operations only to the extent necessary to protect health, safety, or welfare. A final order has not yet been issued, but at an open meeting in February, the PUC decided the Colony's ordinance violates the PURA because it regulates the services of Brazos and CoServ. The Commissioners also found the ordinance violates PURA's pervasive regulatory scheme over transmission service. Once the final order is issued, parties will have 25 days to file a motion for rehearing.

Meanwhile, the City has been exploring legislative options. HB 1427 (attached) by Rep. Fallon would amend the law to clarify that a city is not prohibited from enforcing its zone and other land use regulations including a specific use permit except in very limited circumstances. The City is very interested in getting as much support as they can. Obviously, this is an issue that may impact other cities. Moreover, the City of the Colony is a member of OCSC/ACSC/TCAP. Accordingly, we have prepared a resolution for those cities that would like to formally show their support. If your city is interested in taking action we encourage you to do so as soon as possible. Once your city has acted, please provide me with a copy of the resolution so we can forward to the appropriate members. Please feel free to contact me if you have questions. Thomas

Thomas Brocato

Lloyd Gosselink Rochelle & Townsend, P.C.

816 Congress Avenue, Suite 1900

Austin, Texas 78701

(512) 322-5800 phone

(512) 472-0532 fax

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, SUPPORTING HOUSE BILL 1427 WHICH AMENDS SECTION 41.005 OF THE TEXAS UTILITIES CODE TO CLARIFY THAT A MUNICIPALITY MAY REGULATE THE OPERATIONS OF AN ELECTRIC COOPERATIVE THROUGH THE CITY'S ZONING ORDINANCE WHICH IS A PERMISSIBLE PUBLIC HEALTH, SAFETY, OR WELFARE REGULATION; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, House Bill 1427 (2017), a copy of which is attached hereto as *Exhibit A*, proposes to amend Section 41.005 of the Texas Utilities Code, also referred to as the Public Utility Regulatory Act ("PURA"); and

WHEREAS, Section 41.005 of the Texas Utilities Code currently provides in part that a municipality may not directly or indirectly regulate the rates, operations, and services of an electric cooperative except, with respect to operations, to the extent necessary to protect the public health, safety, or welfare; and

WHEREAS, municipal zoning authority is contained in Chapter 211 of the Texas Local Government Code; and

WHEREAS, Section 211.001 of the Texas Local Government Code states the following: "The [zoning] powers granted under this subchapter are for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance;" and

WHEREAS, an inline electrical substation has been defined by the rules of the Public Utility Commission of Texas ("PUC") to be an electrical substation constructed within one (1) mile of an existing electrical transmission line; and

WHEREAS, the Public Utility Commission of Texas currently does not control where an electric cooperative may locate an inline electrical substation; and

WHEREAS, the Public Utility Commission of Texas currently does not require a certificate of convenience and necessity ("CCN") to be held by an electric cooperative for the placement and location of an inline electrical substation; and

WHEREAS, electrical cooperatives' and the PUC's view of Section 41.005 of the Texas Utilities Code and PURA is that electrical cooperatives are the first, only, and final decision-maker on the placement and location of inline electrical substations; and

WHEREAS, electrical cooperatives' and the PUC's view of Section 41.005 of the Texas Utilities Code and PURA results in a regulatory vacuum with no oversight by the State of Texas, or any county or municipality as to the placement and location of inline electrical substations; and

WHEREAS, the City Council of the City of Seagoville, Texas, believes Section 41.005 of the Texas Utilities Code currently preserves the authority for the City, through its zoning ordinance, to regulate the location of an inline electrical substation of an electric cooperative, provided the City does not use its zoning powers to exclude the electric cooperative from the City; and

WHEREAS, to conclude otherwise leaves the citizens of the State of Texas to the whims of electrical cooperatives on the placement and location of inline electrical substations with no venue for contesting such placement and no oversight by the State of Texas or the impacted local municipality.

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

SECTION 1. The City Council of the City of Seagoville, Texas, strongly supports House Bill 1427 (2017) and any legislation that would clarify that Section 41.005 of the Texas Utilities Code does not prohibit Texas municipalities from enforcing zoning or other land use regulations, authorized pursuant to the Texas Constitution or the laws of the State of Texas, on an electric cooperative.

SECTION 2. This support for House Bill 1427 (2017) and any similar legislation be communicated to members of the Texas Legislature and the Texas Governor's office.

SECTION 3. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS 20th day of MARCH, 2017.

Dennis R. Childress, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Exhibit A

[House Bill 1427 (2017)]

A BILL TO BE ENTITLED

1 AN ACT

2 relating to a municipality's ability to enforce zoning and other
3 land use regulations against electric companies.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Section 41.005, Utilities Code, is amended to
6 read as follows:

7 Sec. 41.005. LIMITATION ON MUNICIPAL AUTHORITY. (a)
8 Notwithstanding any other provision of this title, a municipality
9 may not directly or indirectly regulate the rates, operations, and
10 services of an electric cooperative, except, with respect to
11 operations, to the extent necessary to protect the public health,
12 safety, or welfare.

13 (b) This section does not prohibit a municipality from
14 making a lawful charge for the use of public rights-of-way within
15 the municipality as provided by Section 182.025, Tax Code, and
16 Section 33.008 of this code. An electric cooperative shall be an
17 electric utility for purposes of Section 182.025, Tax Code, and
18 Section 33.008 of this code.

19 (c) This section does not prohibit a municipality from
20 enforcing the municipality's zoning or other land use regulations,
21 including a specific use permit, except that a municipality's
22 enforcement of the municipality's land use regulations may not:

23 (1) operate to exclude the electric cooperative from
24 the municipality; or

1 (2) directly conflict with a certification granted by
2 the commission under Chapter 37.

3 SECTION 2. This Act takes effect September 1, 2017.

Regular Agenda Item: 5

Meeting Date: March 20, 2017

Receive presentation on the Dallas ISD P-Tech Program and consider approving a resolution in support of the P-Tech Program (City Manager)

ITEM DESCRIPTION:

DISD representative Stephanie Taylor will give a presentation on the P-Tech Program to include highlights from the first year along with plans for the future.

BACKGROUND OF ISSUE:

NA

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Adopt resolution in support of P-Tech Program.

EXHIBITS:

Resolution

RESOLUTION NO. XX-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, CITY COUNCIL IN SUPPORT OF THE DALLAS INDEPENDENT SCHOOL DISTRICT P-TECH PROGRAM

WHEREAS, in October of 2015, the Dallas Independent School District began exploring a new concept in early college high schools called P-Tech, or Pathways to Technology as a solution to the lack of a skilled workforce in industries such as information technology and advanced manufacturing; and,

WHEREAS, The P-Tech 9-14 program combines academic rigor with career focus, where graduates will earn a high school diploma and a no-cost, industry-recognized associate's degree, will be first in line for jobs with the employer partner, and ensures that young people are college and career ready in the skills of science, technology, engineering, and math; and,

WHEREAS, on August 22, 2016, with the support of Eastfield College, AT&T, the University of North Texas (Dallas Campus), and the University of Texas at Arlington, Seagoville P-Tech Program began for Seagoville High School; and,

WHEREAS, the difference between the Seagoville P-Tech Early College High School and other early colleges within Dallas ISD is the framework which the model is based upon. Students are afforded the opportunity to select a career pathway and obtain the necessary skill set to achieve success in the college and/or a chosen career path.

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

Section 1. That the P-Tech model is an opportunity to graduate more students from college who are readily prepared to enter the workforce with the skills necessary for employment in higher paying jobs than their peers.

Section 2. That the youth of our community are being given a better opportunity to achieve success in high school and beyond.

Section 3. That the City Council of the City of Seagoville, Texas is in strong support of the P-Tech Program.

PASSED AND APPROVED this 20th day of March, 2017.

Dennis K. Childress, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Agenda Item: 6

Meeting Date: **March 20, 2017**

Discuss and consider approving a resolution awarding a bid and authorizing the city manager to execute a construction services contract for paving of four streets in the Woodhaven Addition (Community Development)

ITEM DESCRIPTION:

This agenda item is to award a bid for reconstruction of four residential streets, specifically Woodhaven Ln., Greenhaven Ln., Parkhaven Ln., and Hillhaven Ln.

BACKGROUND OF ISSUE:

Due to the deteriorated condition of Woodhaven Ln., Greenhaven Ln., Parkhaven Ln., and Hillhaven Ln., a reconstruction bid notice was issued and publicized on February 2 and February 9, 2017. Five bids were received and opened on February 28, 2017 with Anderson Asphalt and Concrete Paving, LLC submitting the lowest bid at \$799,900.50. Engineering Consultant Andy Martin evaluated the bid and submitted his recommendation to proceed with this low bidder.

Construction should begin upon issuance of a Notice to Proceed and should be completed within 180 days.

FINANCIAL IMPACT:

Funding for this project is included in the 2016-2017 Street Projects Fund.

RECOMMENDATION:

The engineering consultant and city staff recommend approval of awarding this bid to the low bidder, Anderson Asphalt and Concrete Paving LLC, in the amount of \$799,900.50.

EXHIBITS:

Bid Notice
Anderson Asphalt & Concrete Paving/ Low Bid
Bid Tabulation & Other Submitted Bids
Engineer's Recommendation
Resolution

NOTICE TO CONTRACTORS

Sealed bids addressed to the Honorable Mayor and City Council of the City of Seagoville, Texas, will be received at the office of the City Secretary, at City Hall, 702 N. Highway 175, Seagoville, Texas, until 10:00 a.m., Local Time, February 28, 2017, and will be opened and read aloud in City Hall at that time. Bids will be tabulated and submitted to the City Council for approval on March 20, 2017. For furnishing all labor, materials, tools and equipment, and performing all work required for Concrete Paving Improvements along Woodhaven Ln., Parkhaven Ln, Greenhaven Ln., and Hillhaven Ln.

BID: includes approximately; 13,100 Square Yards, Removal Existing Asphalt Paving; 6,880 Linear Foot, Removal Existing Concrete Curb and Gutter; 1,490 Square Yards, Removal Concrete Driveways; 7,010 Linear Feet, Proposed 24 inch Concrete Curb and Gutter; 398 Square Yards, 6 inch Concrete Flume; 1,490 Square Yards, Proposed 6 inch Concrete Driveway; 12,900 Square Yards, 2 inch Type "D" HMAC; 12,700 Square Yards, 10 inch Lime Stabilized Subgrade; 270 Tons, Hydrated Lime; 1,070 Cubic Yards, Flexible Base Subgrade; Erosion Control, Traffic Control, Bonds and Insurance; Performance and Maintenance Bonds; and all appurtenances for Concrete Paving Improvements for the Woodhaven Addition.

Proposal shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent of the total maximum bid price, payable without recourse to the City of Seagoville or a bid bond in the same amount from an acceptable surety company, as a guarantee that the bidder will enter into a contract and execute a performance bond and payment bond within ten days after the notice of award of contract to bidder.

The successful bidder must furnish a performance bond and a payment bond on the forms provided in the amount of 100 percent of the contract price from an approved surety company holding a permit from the State of Texas to act as surety or other sureties acceptable to the City and at completion of project provide a Two Year Maintenance Bond, 20% of Construction Cost to the City.

The successful bidder must furnish references upon request, a financial statement upon request, and a certificate of General Liability Insurance, Workers Compensation Insurance and Owners Protective Liability Insurance, with the City of Seagoville and BSM Engineers Inc, named as additional insured, prior to a work order being issued.

Contractor to furnish lien release from all suppliers, subcontractors or any other person, firm or corporation having furnished labor, material or both in the performance of this contract.

The right is reserved, as the interest of the City may require, to reject any and all bids, to waive any informality in bids received, and to select bids best suited to the City's interest.

A maximum of 180 calendar days will be allowed for construction.

Plans, specifications, and bidding documents may be obtained from the City Secretary's Office at the City Hall, beginning at 10:00 a.m. on February 7, 2017, upon deposit of Ten Dollars (\$10.00) per set, which sum so deposited will not be returned, unless all bids are rejected by the City Council. A copy of Standard Specifications for Public Works Construction - North Central Texas COG Specification books, and amendments may be viewed at the City and may be purchased at NCTCOG in Arlington. A prebid conference will be held at City Hall on February 22, 2017, at 10:00 a.m.

CITY OF SEAGOVILLE, TEXAS

By: /s/Dennis Childress

Dennis Childress, Mayor

ANDERSON BID

SPECIFICATIONS and CONTRACT DOCUMENTS

for

CONSTRUCTION

of

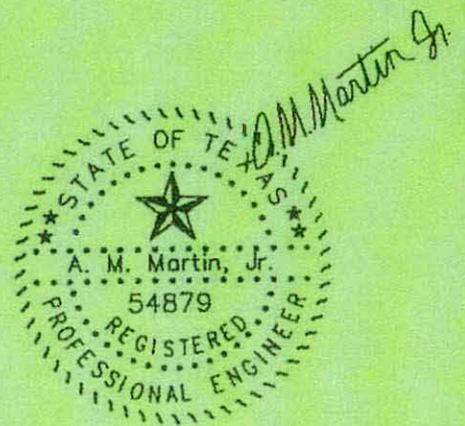
PAVING IMPROVEMENTS

FOR

WOODHAVEN, HILLHAVEN PARKHAVEN & GREENHAVEN



FEBRUARY 2017



Consulting
Civil
Engineers

BSM CONSULTING CIVIL ENGINEERS, INC.

4111 East U.S. Highway 80, Suite 405, Mesquite, Texas 75150

(972)681-4680 • bsm2@cawb.com

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PROPOSAL

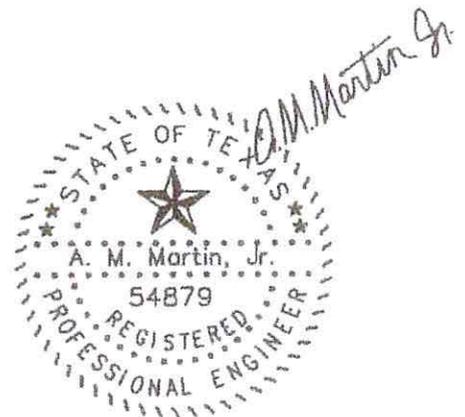
AGREEMENT

PERFORMANCE BOND

PAYMENT BOND

CONTRACTOR'S AFFIDAVIT

SPECIAL CONDITIONS





BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we **Anderson Asphalt and Concrete Paving, LLC**, as Principal, hereinafter called the Principal, and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, TX 77056, as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Seagoville**, as Obligee, hereinafter called the Obligee, in the sum of **Five** Percent of the Greatest Amount Bid (**5% G.A.B.**) 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: **Paving Improvements-Seagoville, TX**

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, 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.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this **28th** day of **February, 2017**.

Anderson Asphalt and Concrete Paving, LLC
(Principal)

BY: *Arnold Thompson*

TITLE: *PRESIDENT*

SureTec Insurance Company

BY: *Linda Stalder*
Linda Stalder, Attorney-in-Fact

Ⓜ

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Steven W. Lewis, Eric Lesch, Jennifer Picchi, Melissa Lesch, Linda Stalder

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

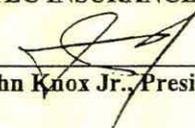
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

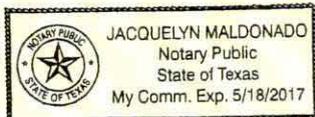
SURETEC INSURANCE COMPANY

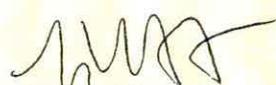
By: 
John Knox Jr., President

State of Texas ss:
County of Harris



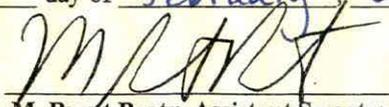
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 28th day of February, 2017, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Camela Thompson
Signature of vendor doing business with the governmental entity

2-28-17
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PROPOSAL
TO
THE CITY OF SEAGOVILLE, TEXAS (OWNER)
FOR THE CONSTRUCTION OF
PAVING IMPROVEMENTS
WOODHAVEN, HILLHAVEN, PARKHAVEN & GREENHAVEN

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans therein referred to; has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be preformed at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is agreed that the quantities of work to be preformed at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at unit prices set forth below except as provided for in the specifications.

It is understood and agreed that the bid security accompanying this proposal will be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and a payment bond within ten days after its acceptance, in which case the bid security shall become the property of the Owner and shall be considered as payment for damages caused by delay and other inconveniences suffered by the Owner because of such failure of the bidder.

The time allotted for completion of this project is agreed to be as indicated in this Proposal.

The undersigned hereby proposes and agrees to perform all work of what ever nature required, in strict accordance with the plans and specifications, for the following sum or prices, to wit:

NOTICE TO CONTRACTORS

Sealed bids addressed to the Honorable Mayor and City Council of the City of Seagoville, Texas, will be received at the office of the City Secretary, at City Hall, 702 N. Highway 175, Seagoville, Texas, until 10:00 a.m., Local Time, February 28, 2017, and will be opened and read aloud in City Hall at that time. Bids will be tabulated and submitted to the City Council for approval on March 20, 2017. For furnishing all labor, materials, tools and equipment, and performing all work required for Concrete Paving Improvements along Woodhaven Ln., Parkhaven Ln, Greenhaven Ln., and Hillhaven Ln.

BID: includes approximately; 13,100 Square Yards, Removal Existing Asphalt Paving; 6,880 Linear Foot, Removal Existing Concrete Curb and Gutter; 1,490 Square Yards, Removal Concrete Driveways; 7,010 Linear Feet, Proposed 24 inch Concrete Curb and Gutter; 398 Square Yards, 6 inch Concrete Flume; 1,490 Square Yards, Proposed 6 inch Concrete Driveway; 12,900 Square Yards, 2 inch Type "D" HMAC; 12,700 Square Yards, 10 inch Lime Stabilized Subgrade; 270 Tons, Hydrated Lime; 1,070 Cubic Yards, Flexible Base Subgrade; Erosion Control, Traffic Control, Bonds and Insurance; Performance and Maintenance Bonds; and all appurtenances for Concrete Paving Improvements for the Woodhaven Addition.

Proposal shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent of the total maximum bid price, payable without recourse to the City of Seagoville or a bid bond in the same amount from an acceptable surety company, as a guarantee that the bidder will enter into a contract and execute a performance bond and payment bond within ten days after the notice of award of contract to bidder.

The successful bidder must furnish a performance bond and a payment bond on the forms provided in the amount of 100 percent of the contract price from an approved surety company holding a permit from the State of Texas to act as surety or other sureties acceptable to the City and at completion of project provide a Two Year Maintenance Bond, 20% of Construction Cost to the City.

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Contractor to furnish lien release from all suppliers, subcontractors or any other person, firm or corporation having furnished labor, material or both in the performance of this contract.

The right is reserved, as the interest of the City may require, to reject any and all bids, to waive any informality in bids received, and to select bids best suited to the City's interest.

A maximum of 180 calendar days will be allowed for construction.

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CITY OF SEAGOVILLE, TEXAS

By: /s/Dennis Childress
Dennis Childress, Mayor

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	13,100	Remove Existing Asphalt Paving		
		Two Dollars	2.50	32,750 ✓
		Fifty Cents		
		Per Square Yard		
	6,880	Remove Existing Concrete Curb & Gutter		
		Four Dollars	4.30	29,584 ✓
		Thirty Cents		
		Per Linear Foot		
	1,490	Remove Existing Concrete Driveway		
		Fourteen Dollars	14.30	21,307 ✓
		Thirty Cents		
		Per Square Yard		
	120	Remove Existing 2.5 foot Concrete		
		Nine Dollars	9.40	1,128 ✓
		Forty Cents		
		Per Square Yard		
	170	Sawcut Line along May Road		
		Two Dollars	2.20	374.00 ✓
		Twenty Cents		
		Per Linear Foot		
	7,010	Proposed 24 inch Concrete Curb & Gutter With 6 inch Integral Curb		
		Thirty-One Dollars	31.00	217,310 ✓
		Zero Cents		
		Per Linear Foot		

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	340	6 inch Concrete Valley Gutter (Flume)		
		One Hundred Dollars	100.00	34,000 ✓
		Zero Cents		
		Per Square Yard		
	1,490	Proposed 6 inch Concrete Driveway		
		One Hundred Dollars	100.00	149,000 ✓
		Zero Cents		
		Per Square Yard		
	12,900	2 inch Type "D" HMAC		
		Ten Dollars	10.70	138,030 ✓
		Seventy Cents		
		Per Square Yard		
	12,830	10 inch Lime Stabilized Subgrade		
		Three Dollars	3.45	44,263.50 ✓
		Forty-Five Cents		
		Per Square Yard		
	270	Hydrated Lime		
		One Hundred Eighty-Five Dollars	185.00	49,950 ✓
		Zero Cents		
		Per Ton		
	45	Remove and Replace Existing Mailboxes		
		One Hundred Fifty Dollars	150.00	6,750 ✓
		Zero Cents		
		Per Each		

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	640	8 inch Flexible Base Subgrade		
		Sixty-Eight Dollars	68.50	43,840 ✓
		Fifty Cents		
		Per Cubic Yard		
	1	Remove & Replace Guard Rail		
		Twenty Four Hundred Dollars	2,400	2,400 ✓
		Zero Cents		
		Per Lump Sum		
	2	Adjust top of Existing Manhole		
		Eighty-Two Dollars	82.00	164.00 ✓
		Zero Cents		
		Per Lump Sum		
	2	Grading along May Road		
		Thirteen Hundred Dollars	1,300	2,600 ✓
		Zero Cents		
		Per Lump Sum		
	1	Erosion Control		
		Seven Hundred Fifty Dollars	750.00	750.00 ✓
		Zero Cents		
		Per Lump Sum		
	1	Traffic Control		
		Eighty-Two Hundred Dollars	8,200	8,200 ✓
		Zero Cents		
		Per Lump Sum		

The undersigned further agrees to complete all work described herein within the working days indicated, starting from date specified in the WORK ORDER.

Calendar Days to Complete Work: 180

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum as specified in ITEM 1.36.1 of the Specifications for each working day after the completion date that the work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the plans and specifications as determined by the Engineer.

Accompanying this proposal is a certified check, cashier's check or bid bond in the amount of five (5) percent of the total amount bid.

It is understood that the Owner reserves the right, as the interest of the Owner may require, to reject any and all bids and to waive any informality in the bids received.

In the event of the award of a contract to the undersigned, the undersigned will furnish all labor, materials, tools and equipment, perform all work required by the plans and specifications referenced in the contract, guarantee the work until final completion and acceptance, and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

The unit prices have been shown in words and figures for each item listed in this proposal and it is understood that in the event of a discrepancy, the words shall govern.

Receipt is hereby acknowledged of the following addenda to the plans and specifications:

ADDENDUM NO. 1, dated	<u>N/A</u>	<u>Received</u>
ADDENDUM NO. 2, dated	<u> </u>	<u>Received</u>
ADDENDUM NO. 3, dated	<u> </u>	<u>Received</u>
ADDENDUM NO. 4, dated	<u> </u>	<u>Received</u>
ADDENDUM NO. 5, dated	<u> </u>	<u>Received</u>

Anderson Asphalt & Concrete Paving, LLC.
CONTRACTOR

BY *Camele Thompson*
(Signature)

President
(Title)

2351 West Northwest Highway, Ste 1232
(Address)

Dallas, Texas 75220
(City, State and Zip Code)

Seal and Authorization
(if a Corporation)

(214) 352-3400
(Area Code) (Telephone Number)

WoodhavenAddPaving
Proposal

AGREEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

THIS AGREEMENT is made and entered into on this the ____ day of _____, 20____, by and between the CITY OF SEAGOVILLE, TEXAS (hereinafter referred to as "Owner") and

_____, (hereinafter referred to as "Contractor"). In consideration of the mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

ARTICLE I. Work

The Contractor shall perform all of the work as specified in the Contract Documents. The work is generally described as follows:

As Detailed on Construction Plans, Details, General Notes and Bid Items.

Plans and Specifications prepared by:

BSM Engineers, Inc.
4111 East U.S. Highway 80
Suite 405
Mesquite, Texas, 75150
Telephone (972) 681-4680

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the Contractor's own cost and expense, the Contractor shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the Owner.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: the written Agreement setting forth the performance of the work;

advertisement, if any; instructions to bidders, if any; proposal; addendum; Supplemental Specifications, including the general, special and technical conditions; provisions, plans or work drawings; any supplemental changes or agreements pertaining to the work or materials therefor; bonds; the Standard Specifications for Public Works Construction of the North Texas Council of Governments, as amended; and, any additional documents incorporated by reference. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

Article III. Contract Price

The Contractor shall perform and complete all the items of work listed and referred to in the Contract Documents within 180 calendar days.

Article IV. Contract Price

The Owner shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds. Such payments shall be subject to the General and Special Conditions as contained in the Agreement.

Article V. Miscellaneous Provisions

The terms used in this Agreement shall have the same meaning designated in the General Conditions or as provided in the Standard Specifications for Public Works Construction of North Texas Council of Governments, as amended. The Contract Documents, which constitute the entire agreement between the Owner and Contractor, are listed in Article II. No assignment by any party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. The Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives hereto to the covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Agreement in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the owner and Contractor.

CONTRACTOR:

By: _____

Title: _____

OWNER:

City of Seagoville

By: _____

Title: _____

ATTEST:

Printed name: _____

~ **ATTEST:**

City Secretary, City of Seagoville

PAYMENT BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

THAT _____ of the City of _____, _____ County, _____ State of _____, (as Principal), and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals, (Surety) are held and firmly bound unto the City of Seagoville (the "City") in the penal sum of \$ _____ (an amount not less than 100% of the approximate total amount of the contract) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the _____ day of _____, 20____ to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract and for the use of each claimant, and that conversely should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas, as amended, and Article 53.201 of the Property Code, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 20____.

PRINCIPAL

Title: _____

Company: _____

Address: _____

SURETY

Title: _____

Company: _____

Address: _____

Paybond.doc

PERFORMANCE BOND

STATE OF TEXAS: §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS: §

THAT _____ of the City of _____ County, State of _____ (as Principal), and _____, authorized under the laws of the State of Texas to act as Surety on bonds for principals, ("Surety") are held and firmly bound unto the City of Seagoville (the "City") in the penal sum of \$ _____ (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the _____ day of _____ 20____, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the contract in accordance with the plans, specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Article 5160 for Public Work, as amended, and Article 53.201 of the Property Code, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the City.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 20__.

PRINCIPAL

Title: _____

Company: _____

Address: _____

SURETY

Title: _____

Company: _____

Address: _____

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ ("Affiant"), who, after being by me duly sworn, deposes and says that he is _____, a _____ (corporation, partnership, trade name of _____ County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated the ____ day of _____, 20__ for the construction of _____ at _____ (the "Work"), for a total consideration of _____ Dollars to be paid to the said Contractor (the "Contract") and that Affiant has full power of authority to make this affidavit.

That _____ (the "Owner") has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, and Article 5160 of the Revised Civil Statutes of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____ Dollars as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the owner related to or connected with the Contract.

This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

By _____
(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the _____ day of _____, A.D. 20____.

(Notary Public, in and for the State of Texas)

Notary Seal

(Printed Name of Notary)

My commission expires: _____

SPECIAL CONDITIONS

SC 1. 1 GENERAL

The "General Conditions of Agreement" shall be those set forth in the current Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments, "NCTCOG" and shall be maintained unless there exists a conflict with the provisions of this section, in which case the provisions of the Special Conditions shall govern.

SC 1.2 STANDARD SPECIFICATIONS

Standard Specifications for this project shall be the current North Central Texas Council of Governments, Standard Specifications for Public Works Construction, including all amendments adopted prior to the Bid opening.

SC 1.3 ADDENDA

Bidders desiring further information, or interpretation of the plans and specifications must make request for such information to the Engineer prior to forty-eight (48) hours before the bid opening. Answers to all such requests will be given in writing to all bidders in addendum form and all addenda will be bound with and made a part of the contract documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the plans, specifications or contract documents, or should he be in doubt as to their meaning, he should at once notify the OWNER in order that a written addendum may be sent to all bidders. Any addenda issued prior to twenty-four (24) hours of the opening of bids will be mailed or delivered to each CONTRACTOR contemplating the submission of a proposal on this work. The proposal as submitted by the CONTRACTOR will be so constructed as to include an addenda if such are issued by the OWNER prior to twenty-four (24) hours of the opening of the bids.

SC 1.5 COPIES OF PLANS AND SPECIFICATIONS TO BE FURNISHED

One (1) set of the plans and specifications shall be furnished without charge to the CONTRACTOR for construction purposes. Additional copies may be obtained from the OWNER at actual reproduction costs.

SC 1.6 WATER FOR CONSTRUCTION

Standard Specification Item 1.22.4 is hereby amended to delete the word "water" from the first paragraph. Water will be furnished to the CONTRACTOR by the OWNER at no cost.

The CONTRACTOR shall make the necessary arrangements with the City of Seagoville for him to secure and transport such water and he shall take such water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the City water system. The CONTRACTOR will be required to obtain a temporary water meter from the City Customer Service Department.

SC 1.7 PERFORMANCE OF THE WORK

Standard Specification Item 1.22.6, paragraph 2 is deleted and replaced with the following:

"Work shall be done only during the regular and commonly accepted and prescribed working hours. No work shall be done on nights, Saturdays, Sundays or regular holidays unless permission is given by the OWNER. In residential areas, nights are defined as the hours of darkness or between 7PM and 7AM."

SC 1.8 LINES AND GRADES

The CONTRACTOR shall set offset stakes for construction of paving, water lines, sanitary sewer lines and drainage structures. Staking shall be approved by the City and City Engineer.

The CONTRACTOR shall furnish and set additional stakes and other materials and templates necessary for making and maintaining points and lines, including layout stakes, line and grade stakes for grading, paving, culverts, water lines, sanitary sewer lines and manholes, concrete drainage flumes, retaining walls, utilities, storm sewer lines, bridges and appurtenances.

The OWNER will perform such checking of the CONTRACTOR'S stakes as considered necessary. Such checking by the OWNER will in no way release the CONTRACTOR of his responsibility for the correctness of the stakes or the responsibility for checking to insure that the work is constructed to the lines and grades as shown on the plans.

SC 1.9 TRAFFIC CONTROL

The CONTRACTOR shall be responsible for providing traffic control during the construction of this project consistent with the provision set forth in the "1980 Texas Manual on Uniform Traffic Control Devices for Street and Highways" (MUTCD) issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways," codified as Article 6701d Vernon's Civil Statutes, pertinent sections being Section Nos. 27, 29, 30, and 31. The CONTRACTOR will not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City.

If it is determined that a sign must be removed to permit required construction, the CONTRACTOR shall contact the City Manager to remove the sign. In the case of regulatory signs, the CONTRACTOR must replace the permanent sign with a temporary sign meeting the requirements of the above referenced manual and such a temporary sign must be installed prior to the removal of the permanent sign. If the temporary sign is not installed correctly or if it does not meet the required specifications, the permanent sign shall be left in place until the temporary sign requirements are met. When construction work is completed to the extent that the permanent sign can be re-installed, the CONTRACTOR shall again contact the City Manager to re-install the permanent sign and shall leave his temporary sign in place until such re-installation is completed.

At all times during construction, the Contractor shall provide flagmen and provision shall be made to maintain one through lane of traffic. Access to adjacent properties, driveways, alleys and intersecting streets shall be maintained at all times.

Prior to beginning work, a Traffic Control Plan (TCP) responsive to the Texas MUTCD shall be prepared by the CONTRACTOR and submitted to the OWNER for approval. The plan should be based on the CONTRACTOR'S anticipated work sequence.

Prior to beginning work, the CONTRACTOR shall designate, in writing, a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with the TCP.

Coordination with and approval from representatives of the OWNER shall be required prior to any rerouting, detouring, blocking, or disruption of traffic. The Seagoville Police Department (972-287-2999) and Seagoville Fire Department (972-287-3330) shall also be notified 24 hours prior to any of the aforementioned traffic modifications.

SPECIAL REQUIREMENTS FOR THE USE OF HIGH INSENSITIVE REFLECTIVE MATERIALS

All guidance devices such as vertical panels, drums and barricades, etc., shall meet the Minimum Specific Intensity per Unit of Area (SIA) as shown in Table V-A, FP-79, 1979.

The work described above will not be paid for directly but will be subsidiary to the various bid items.

SC 1.10 PARTIAL PAYMENTS

Standard Specification Item 1.51.1, is deleted and replaced with the following:

“Between the 25th day and last day of each month, the CONTRACTOR shall submit to the OWNER a statement, on OWNER’S form, showing his estimate of the total value of work completed to date. The total value of work completed may also include the cost of all materials at invoice cost (Contractor shall furnish copies of invoices) which have been delivered to the job site and stored in an acceptable manner but which have not been incorporated into the completed work.

The OWNER shall pay the CONTRACTOR on or before the 15th of the following month, the amount which is owed.

The CONTRACTOR shall furnish to the OWNER such detailed information as the OWNER may request to verify the total value of work completed. It is understood that the monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of his responsibility under the contract.”

SC 1.11 FIELD OFFICES TO BE PROVIDED

Not required on this project.

SC 1.12 USE OF EXPLOSIVES

Explosives will not be permitted on this contract.

SC 1.13 MOBILIZATION

Not included on this project.

SC 2.1 AGGREGATES FOR PORTLAND CEMENT CONCRETE

Standard Specification Item 2.1.1, (c) Coarse Aggregates, (1) General, first sentence is deleted and replaced as follows:

“Crushed stone shall constitute 100% of the coarse aggregate.”

Coarse aggregate shall be Grade No. 2 (Max. Normal Size 1-1/2”).

SC 3.3 UNCLASSIFIED STREET EXCAVATION

Standard Specification Item 3.3.3, second paragraph is deleted and replaced by the following:

"Where excavation to grade established in the field terminates in loose or solid rock, the CONTRACTOR will be required to undercut and fill all voids with concrete while paving or undercut and fill any voids with pulverized rock smaller than 2 inch."

Item 3.3.6, delete the first sentence and substitute the following:

"Final payment for this work will be computed from the quantity specified in the proposal (plan quantity) unless there has been a change in the lines or grades which will increase or decrease the work. If there has been an increase or decrease in the work, then the area so affected will be inspected by the OWNER and such increase or decrease will be computed by the Engineer. Extra depth excavation as required when rock is encountered will be subsidiary to this item and there will be no change in plan quantity on account of this."

Spcond.doc

Bid Opening for
Paving Improvements Project
 (for Woodhaven, Hillhaven, Parkhaven & Greenhaven Drives/Street)

Bid Opening: February 28, 2017 @ 10:00 a.m. (Tuesday)

Bid Tabulation Sheet

Company	Time In	Bond	Bid
1. Advanced Paving Company	9:22 AM	X	\$859,140.00
2. Pavecon Public Works	9:32 AM	X	\$976,835.00
3. Axis Contracting, Inc.	9:43 AM	X	\$875,570.50
4. Anderson Asphalt & Concrete Paving	9:46 AM	X	\$799,900.50
5. Oldcastle Pavement Solutions	9:52 AM	X	\$848,719.95
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

Opened and announced by City Engineer Andy Martin with BSM Consulting Civil Engineers.

Other City Staff Present:

Community Development Director Ladis Barr
 Interim City Secretary Christie Wilson
 Planning Technician Cindy Kintz

Advanced Paving

SPECIFICATIONS and CONTRACT DOCUMENTS

for

CONSTRUCTION

of

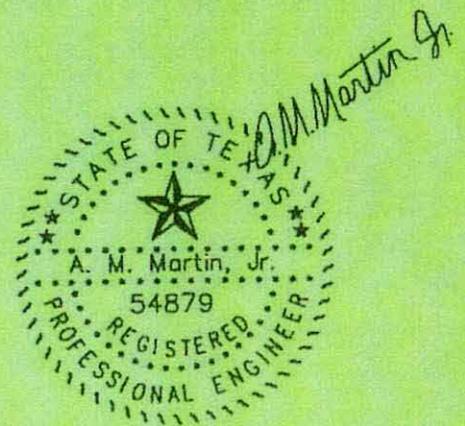
PAVING IMPROVEMENTS

FOR

**WOODHAVEN, HILLHAVEN PARKHAVEN
& GREENHAVEN**



FEBRUARY 2017



Consulting
Civil
Engineers

BSM CONSULTING CIVIL ENGINEERS, INC.

4111 East U.S. Highway 80, Suite 405, Mesquite, Texas 75150

(972)681-4680 • bsm2@cawb.com

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CONFLICT OF INTEREST QUESTIONNAIRE

NOTICE TO CONTRACTORS

PROPOSAL

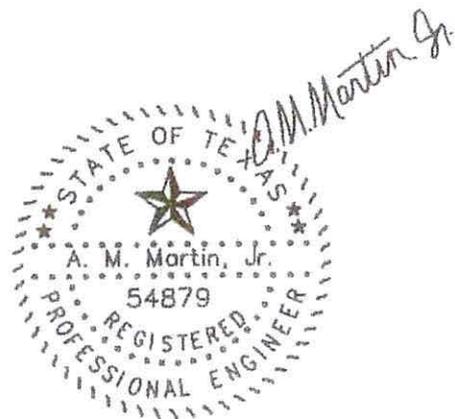
AGREEMENT

PERFORMANCE BOND

PAYMENT BOND

CONTRACTOR'S AFFIDAVIT

SPECIAL CONDITIONS



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

ADVANCED PAVING

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

2-27-17

Date

PROPOSAL
TO
THE CITY OF SEAGOVILLE, TEXAS (OWNER)
FOR THE CONSTRUCTION OF
PAVING IMPROVEMENTS
WOODHAVEN, HILLHAVEN, PARKHAVEN & GREENHAVEN

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans therein referred to; has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be preformed at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is agreed that the quantities of work to be preformed at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at unit prices set forth below except as provided for in the specifications.

It is understood and agreed that the bid security accompanying this proposal will be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and a payment bond within ten days after its acceptance, in which case the bid security shall become the property of the Owner and shall be considered as payment for damages caused by delay and other inconveniences suffered by the Owner because of such failure of the bidder.

The time allotted for completion of this project is agreed to be as indicated in this Proposal.

The undersigned hereby proposes and agrees to perform all work of what ever nature required, in strict accordance with the plans and specifications, for the following sum or prices, to wit:

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	13,100	Remove Existing Asphalt Paving TWO Dollars NINETY Cents Per Square Yard	2.90	37,990. ⁰⁰
	6,880	Remove Existing Concrete Curb & Gutter FOUR Dollars THIRTY Cents Per Linear Foot	4.30	29,584. ⁰⁰
	1,490	Remove Existing Concrete Driveway THIRTY ONE Dollars NO Cents Per Square Yard	31. ⁰⁰	46,190. ⁰⁰
	120	Remove Existing 2.5 foot Concrete SIXTY EIGHT Dollars NO Cents Per Square Yard	68. ⁰⁰	8,160. ⁰⁰
	170	Sawcut Line along May Road TWO Dollars NO Cents Per Linear Foot	2. ⁰⁰	340. ⁰⁰
	7,010	Proposed 24 inch Concrete Curb & Gutter With 6 inch Integral Curb THIRTY FOUR Dollars NO Cents Per Linear Foot	34. ⁰⁰	238,340. ⁰⁰

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	340	6 inch Concrete Valley Gutter (Flume)		
		<i>ONE HUNDRED FIFTEEN</i> Dollars		
		<i>NO</i> Cents		
		Per Square Yard	<i>115.⁰⁰</i>	<i>39,100.⁰⁰</i>
	1,490	Proposed 6 inch Concrete Driveway		
		<i>NINETY</i> Dollars		
		<i>NO</i> Cents		
		Per Square Yard	<i>90.⁰⁰</i>	<i>134,100.⁰⁰</i>
	12,900	2 inch Type "D" HMAC		
		<i>NINE</i> Dollars		
		<i>FORTY FIVE</i> Cents		
		Per Square Yard	<i>9.⁴⁵</i>	<i>121,905.⁰⁰</i>
	12,830	10 inch Lime Stabilized Subgrade		
		<i>EQ</i>	<i>EQ</i>	<i>EQ</i>
		<i>FOUR</i> Dollars		
		<i>TWENTY</i> Cents		
		Per Square Yard	<i>4.²⁰</i>	<i>53,886.⁰⁰</i>
	270	Hydrated Lime		
		<i>EQ</i>		
		<i>ONE HUNDRED SEVENTY FIVE</i> Dollars		
		<i>NO</i> Cents		
		Per Ton	<i>175.⁰⁰</i>	<i>47,250.⁰⁰</i>
	45	Remove and Replace Existing Mailboxes		
		<i>THREE HUNDRED FIFTEEN</i> Dollars		
		<i>NO</i> Cents		
		Per Each	<i>315.⁰⁰</i>	<i>14,175.⁰⁰</i>

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	640	8 inch Flexible Base Subgrade SIXTY THREE Dollars NO Cents Per Cubic Yard	63. ⁰⁰	40,320. ⁰⁰
	1	Remove & Replace Guard Rail THREE THOUSAND Dollars NO Cents Per Lump Sum	3,000. ⁰⁰	3,000. ⁰⁰
	2	Adjust top of Existing Manhole FOUR HUNDRED Dollars NO Cents Per Lump Sum	400. ⁰⁰	800. ⁰⁰
	2	Grading along May Road FIVE HUNDRED Dollars NO Cents Per Lump Sum	500. ⁰⁰	1,000. ⁰⁰
	1	Erosion Control FIVE THOUSAND Dollars NO Cents Per Lump Sum	5,000. ⁰⁰	5,000. ⁰⁰
	1	Traffic Control THIRTEEN THOUSAND Dollars NO Cents Per Lump Sum	13,000. ⁰⁰	13,000. ⁰⁰

The undersigned further agrees to complete all work described herein within the working days indicated, starting from date specified in the WORK ORDER.

Calendar Days to Complete Work: 180

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum as specified in ITEM 1.36.1 of the Specifications for each working day after the completion date that the work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the plans and specifications as determined by the Engineer.

Accompanying this proposal is a certified check, cashier's check or bid bond in the amount of five (5) percent of the total amount bid.

It is understood that the Owner reserves the right, as the interest of the Owner may require, to reject any and all bids and to waive any informality in the bids received.

In the event of the award of a contract to the undersigned, the undersigned will furnish all labor, materials, tools and equipment, perform all work required by the plans and specifications referenced in the contract, guarantee the work until final completion and acceptance, and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

The unit prices have been shown in words and figures for each item listed in this proposal and it is understood that in the event of a discrepancy, the words shall govern.

Receipt is hereby acknowledged of the following addenda to the plans and specifications:

ADDENDUM NO. 1, dated _____ Received _____
ADDENDUM NO. 2, dated _____ Received _____
ADDENDUM NO. 3, dated _____ Received _____
ADDENDUM NO. 4, dated _____ Received _____
ADDENDUM NO. 5, dated _____ Received _____

ADVANCED PAVING
CONTRACTOR
BY 
(Signature)
PRESIDENT
(Title)
2311 JOE FIELD RD.
(Address)
DALLAS, TX 75229
(City, State and Zip Code)
972-245-0000
(Area Code) (Telephone Number)

Seal and Authorization
(if a Corporation)

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

ADVANCED PAVING CO.
2311 Joe Field Rd.
Dallas, TX 75229-3326

SURETY:

(Name, legal status and principal place of business)

MERCHANTS BONDING COMPANY (MUTUAL)
6700 Westown Parkway
West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

CITY OF SEAGOVILLE

702 North Highway 175, Seagoville, TX 75159

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Woodhaven Addition Paving Improvements
Seagoville, TX

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of February, 2017



(Witness)



(Witness)

V. DeLene Marshall

ADVANCED PAVING CO.

(Principal)

(Title)

MERCHANTS BONDING COMPANY (MUTUAL)

(Surety)

(Title)

Sophie Hunter, Attorney in Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Don E Cornell; Kelly A Westbrook; Ricardo J Reyna; Robbi Morales; Sophinie Hunter; V DeLene Marshall

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of November, 2016.



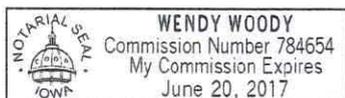
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of November, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

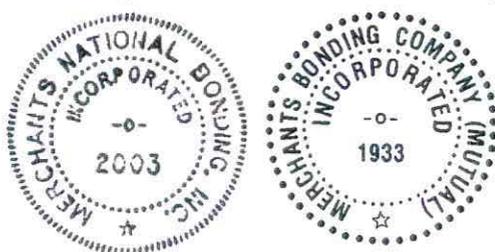


Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of February, 2017.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

SPECIFICATIONS and CONTRACT DOCUMENTS

for

CONSTRUCTION

of

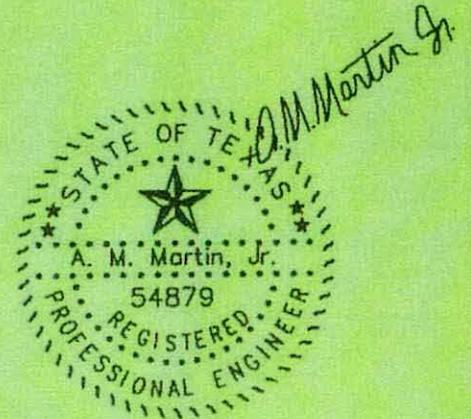
PAVING IMPROVEMENTS

FOR

**WOODHAVEN, HILLHAVEN PARKHAVEN
& GREENHAVEN**



FEBRUARY 2017



Consulting
Civil
Engineers

BSM CONSULTING CIVIL ENGINEERS, INC.

4111 East U.S. Highway 80, Suite 405, Mesquite, Texas 75150

(972)681-4680 • bsm2@cawb.com

TABLE OF CONTENTS

CONFLICT OF INTEREST QUESTIONNAIRE

NOTICE TO CONTRACTORS

PROPOSAL

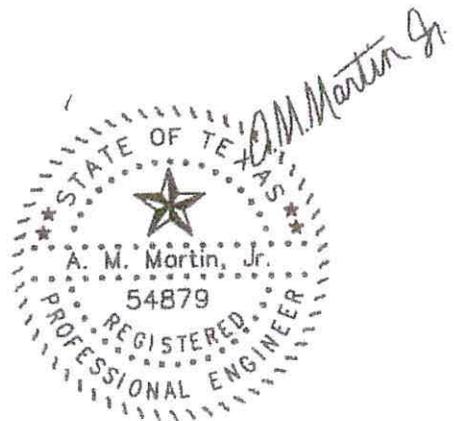
AGREEMENT

PERFORMANCE BOND

PAYMENT BOND

CONTRACTOR'S AFFIDAVIT

SPECIAL CONDITIONS



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Pavecon Public Works, L.P.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 [Signature]
Signature of vendor doing business with the governmental entity

3/28/17
Date

PROPOSAL
TO
THE CITY OF SEAGOVILLE, TEXAS (OWNER)
FOR THE CONSTRUCTION OF
PAVING IMPROVEMENTS
WOODHAVEN, HILLHAVEN, PARKHAVEN & GREENHAVEN

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans therein referred to; has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be preformed at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is agreed that the quantities of work to be preformed at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at unit prices set forth below except as provided for in the specifications.

It is understood and agreed that the bid security accompanying this proposal will be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and a payment bond within ten days after its acceptance, in which case the bid security shall become the property of the Owner and shall be considered as payment for damages caused by delay and other inconveniences suffered by the Owner because of such failure of the bidder.

The time allotted for completion of this project is agreed to be as indicated in this Proposal.

The undersigned hereby proposes and agrees to perform all work of what ever nature required, in strict accordance with the plans and specifications, for the following sum or prices, to wit:

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	13,100	Remove Existing Asphalt Paving Three Dollars Seventy Cents Per Square Yard	3.70	48,470.00
	6,880	Remove Existing Concrete Curb & Gutter Fourteen Dollars Twenty-five Cents Per Linear Foot	14.25	98,040.00
	1,490	Remove Existing Concrete Driveway Thirty-five Dollars Ten Cents Per Square Yard	35.10	52,299.00
	120	Remove Existing 2.5 foot Concrete Twenty-two Dollars Sixty Cents Per Square Yard	22.60	2,712.00
	170	Sawcut Line along May Road Two Dollars Eighty Cents Per Linear Foot	2.80	476.00
	7,010	Proposed 24 inch Concrete Curb & Gutter With 6 inch Integral Curb Twenty-five Dollars Fifty Cents Per Linear Foot	25.50	178,755.00

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	340	6 inch Concrete Valley Gutter (Flume)		
		One hundred one Dollars		
		Twenty-five Cents		
		Per Square Yard	101.25	34,425.00
	1,490	Proposed 6 inch Concrete Driveway		
		Eighty-four Dollars		
		Thirty-five Cents		
		Per Square Yard	84.35	125,681.50
	12,900	2 inch Type "D" HMAC		
		Ten Dollars		
		Thirty-five Cents		
		Per Square Yard	10.35	133,515.00
	12,830	10 inch Lime Stabilized Subgrade		
		Nine Dollars		
		Fifteen Cents		
		Per Square Yard	9.15	117,394.50
	270	Hydrated Lime		
		One hundred fifty three Dollars		
		Fifty Cents		
		Per Ton	153.50	41,445.00
	45	Remove and Replace Existing Mailboxes		
		Four hundred thirty Dollars		
		Zero Cents		
		Per Each	430.00	19,350.00

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	640	8 inch Flexible Base Subgrade		
		One hundred fifteen Dollars		
		Thirty Cents		
		Per Cubic Yard	115.30	73,792.00
	1	Remove & Replace Guard Rail		
		Ten thousand five hundred Dollars		
		Zero Cents		
		Per Lump Sum	10,500.00	10,500.00
	2	Adjust top of Existing Manhole		
		Four hundred five Dollars		
		Zero Cents		
		Per Lump Sum	405.00	810.00
	2	Grading along May Road		
		One thousand six hundred sixty Dollars		
		Zero Cents		
		Per Lump Sum	1,660.00	3,320.00
	1	Erosion Control		
		Three thousand nine hundred Dollars		
		Zero Cents		
		Per Lump Sum	3,900.00	3,900.00
	1	Traffic Control		
		Eighteen thousand two hundred fifty Dollars		
		Zero Cents		
		Per Lump Sum	18,250.00	18,250.00

The undersigned further agrees to complete all work described herein within the working days indicated, starting from date specified in the WORK ORDER.

Calendar Days to Complete Work: 180

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum as specified in ITEM 1.36.1 of the Specifications for each working day after the completion date that the work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the plans and specifications as determined by the Engineer.

Accompanying this proposal is a certified check, cashier's check or bid bond in the amount of five (5) percent of the total amount bid.

It is understood that the Owner reserves the right, as the interest of the Owner may require, to reject any and all bids and to waive any informality in the bids received.

In the event of the award of a contract to the undersigned, the undersigned will furnish all labor, materials, tools and equipment, perform all work required by the plans and specifications referenced in the contract, guarantee the work until final completion and acceptance, and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

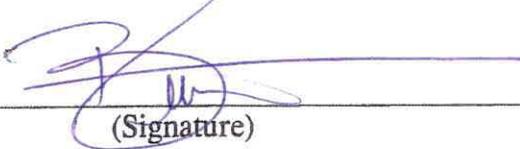
The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

The unit prices have been shown in words and figures for each item listed in this proposal and it is understood that in the event of a discrepancy, the words shall govern.

Receipt is hereby acknowledged of the following addenda to the plans and specifications:

ADDENDUM NO. 1, dated _____ Received _____
ADDENDUM NO. 2, dated _____ Received _____
ADDENDUM NO. 3, dated _____ Received _____
ADDENDUM NO. 4, dated _____ Received _____
ADDENDUM NO. 5, dated _____ Received _____

Pavecon Public Works, L.P.
CONTRACTOR

BY 
(Signature)

Brian Cottle, Vice President
(Title)

3022 Roy Orr Blvd.
(Address)

Grand Prairie, TX 75050
(City, State and Zip Code)

Seal and Authorization
(if a Corporation)

972 - 263 - 3223
(Area Code) (Telephone Number)

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Pavecon Public Works, LP

3022 Roy Orr Blvd., Grand Prairie, Texas 75050

_____ as Principal, hereinafter called the Principal,

and the Continental Casualty Company,

of 333 S. Wabash Ave., Chicago, IL 60604

_____, a corporation duly organized under

the laws of the State of Illinois

, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Seagoville, 702 North Highway 175, Seagoville, TX

as Obligee, hereinafter called the Obligee,

in the sum of ***** FIVE PERCENT OF TOTAL AMOUNT BID *****

Dollars (5% TAB)

, 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 _____

Paving Improvements for the Woodhaven Addition

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 28th day of February, 2017

Russell A. Harris
Witness

[Signature]
Witness

Pavecon Public Works, LP (Seal)
Principal

Marty Murphy, President Title

Continental Casualty Company
By *[Signature]*
Patricia Ann Lyttle Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Individually, of San Antonio, TX
Michael D Hendrickson, Patricia Ann Lyttle, Individually, of Irving, TX

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 24th day of August, 2016.



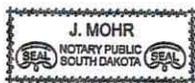
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Handwritten signature of Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of August, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

Handwritten signature of J. Mohr

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of February, 2017.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Handwritten signature of D. Bult

D. Bult Assistant Secretary

AIA[®] Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

City of Seagoville
702 N. Highway 175
Seagoville, TX

ADDRESS:

SUBMITTED BY: Marty Murphy, President
Pavecon Public Works, LP

NAME: Pavecon Public Works, LP

ADDRESS: PO Box 535847
Grand Prairie, TX 75053

PRINCIPAL OFFICE:

- | | |
|-------------------------------------|---------------|
| <input type="checkbox"/> | Corporation |
| <input checked="" type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Individual |
| <input type="checkbox"/> | Joint Venture |
| <input type="checkbox"/> | Other |

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

- | | |
|-------------------------------------|------------------------|
| <input checked="" type="checkbox"/> | General Construction |
| <input type="checkbox"/> | HVAC |
| <input type="checkbox"/> | Electrical |
| <input type="checkbox"/> | Plumbing |
| <input checked="" type="checkbox"/> | Other (please specify) |

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: 1-1-2014

§ 1.4.2 Type of partnership (if applicable):

Limited Partnership

§ 1.4.3 Name(s) of general partner(s)

C. David Walker, Marty Murphy

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: 1-1-2014

§ 1.5.2 Name of owner:

C. David Walker

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

NA

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

NA

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Asphalt Paving, Concrete Paving

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

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

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 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? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attached

§ 3.4.1 State total worth of work in progress and under contract:

See Attached

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

To be provided

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached Resumes

§ 4. REFERENCES

§ 4.1 Trade References:

Attached

§ 4.2 Bank References:

Frost National Bank
Ty Mayo
340 Grapevine Hwy
Hurst, TX 76054
(p)817-420-5552, (f) 817-420-5560

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

IBTX, Risk Services

§ 4.3.2 Name and address of agent:

Michael D. Hendrickson, President IBTX
6363 N. State Highway 161, Suite #100,
Irving, TX 75038

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Attached

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

See above

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

See above

§ 6. SIGNATURE

§ 6.1 Dated at this 8th day of June, 2015

Name of Organization: Pavecon Public Works, LP

By: Marty Murphy

Title: President

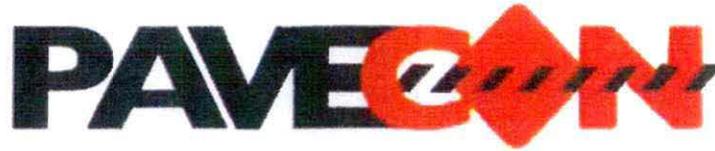
§ 6.2

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 8th day of June 20 15

Notary Public:

My Commission Expires:



Asphalt Paving Projects

City of Ennis

2014 Street Bond Program – (54 Streets)
Original Amount: **\$4,688,261.00**
Final Amount (3 change orders): **\$5,145,638.00**
Bret Calvert (Project Engineer)
817-897-8510

City of Waxahachie

2014 Street Improvement Program
Original Contract : **\$737,541.00**
Final Amount (1 change order): **\$743,530.00**
Joe Grajewski (Project Engineer)
214-991-6923

City of Frisco

Street Rehabilitation (2014 – 2015)
Original Contract: **\$278,992.00**
Final Amount: **\$278,992.00**
Brad Wooley (Public Works Superintendent)
972-292-5833

City of Farmers Branch

2014 Mill and Overlay of Streets
Original Contract: **\$243,000.00**
Final Amount (1 change order): **\$178,027.00**
Dusty DeFury (Prime Contractor)
214-926-9554

Harbourview Estates HOA

Reconstruction of Streets
Original Contract: **\$488,833.00**
Final Amount (3 change orders): **\$375,526.00**
Mike Anderson (Project Engineer)
817-371-8570

City of Irving

Water/Wastewater Improvements for
Bob-O-Link, Edinburgh and Trinity Streets
(Mill and Overlay)
Original Contract: **\$154,488.00**
Final Amount: **\$142,654.00**
Kenneth Kriske (Inspector)
469-435-2621

City of Highland Village

2013 Street Improvements
Original Contract: **\$266,728.00**
Final Amount: **\$266,728.00**
Bill Vessels (Prime Contractor)
903-870-0428

City of Parker

2013 Street Improvements
Original Contract: **\$308,758.00**
Final Amount (1 change order): **\$369,189.00**
Jeff Flanigan (Public Works Director)
469-446-6665

City of Tenaha

Reconstruction of Martin Luther King St.
Original Contract: **\$134,509.00**
Final Amount (1 change order): **\$120,573.00**
Chris Aylor (Project Engineer)
903-236-7700

Pavecon Public Works

PO Box 535847

• Grand Prairie, TX 75053 • 3022 Roy Orr Blvd., Grand Prairie, TX 75050

Office: 972.263.3223 • Fax: 972.263.6551



Key Personnel:

Marty Murphy, President
Dean Dumke, Vice President/ Operations Manager
Brian Cottle, Vice President
Stephanie Thompson, Controller

Insurance and Bonding Agent:

IBTX
Michael Hendrickson
214-989-7100

Bank and Trade References for:

Pavecon Public Works, LP
PO Box 535847
Grand Prairie, TX 75053
972-263-3223
(Fax) 972-263-6551
Tax ID #: 46-4441469

Bank:

Frost National Bank
Ty Mayo
340 Grapevine Hwy
Hurst, TX 76054
817-420-5552
(Fax) 817-420-5560

Trade:

Lattimore Materials
PO Box 2469
Addison, TX 75001
972-221-4646
(Fax) 972-221-4100

Barnsco, Inc
2609 Willowbrook
Dallas, TX 75220
214-352-9091
(Fax) 214-352-7020



TXI
1341 W. Mockingbird Lane
Dallas, TX 75247-6913
972-647-3339
(Fax) 972-647-3339

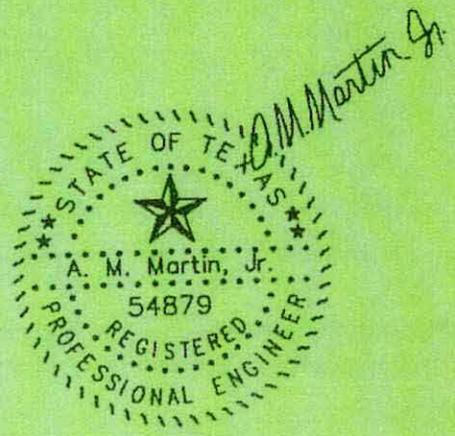
APAC-Texas, Inc
PO Box 224048
Dallas, TX 75222
214-741-3531
(Fax) 214-742-3540

Axis Contracting

SPECIFICATIONS and CONTRACT DOCUMENTS
for
CONSTRUCTION
of
PAVING IMPROVEMENTS
FOR
**WOODHAVEN, HILLHAVEN PARKHAVEN
& GREENHAVEN**



FEBRUARY 2017



BSM CONSULTING CIVIL ENGINEERS, INC.
4111 East U.S. Highway 80, Suite 405, Mesquite, Texas 75150
(972)681-4680 • bsm2@cawb.com

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CONFLICT OF INTEREST QUESTIONNAIRE

NOTICE TO CONTRACTORS

PROPOSAL

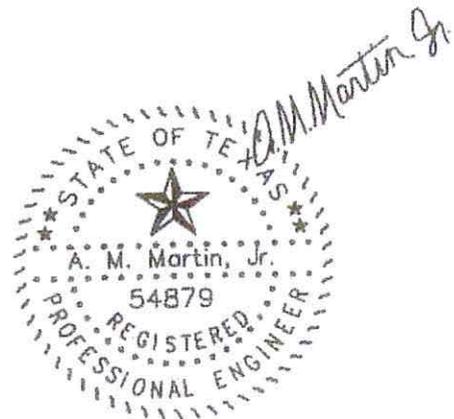
AGREEMENT

PERFORMANCE BOND

PAYMENT BOND

CONTRACTOR'S AFFIDAVIT

SPECIAL CONDITIONS



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

AXIS CONTRACTING, INC.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NA

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

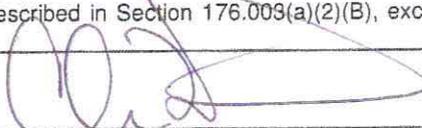
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NA

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

2-28-17
Date

PROPOSAL
TO
THE CITY OF SEAGOVILLE, TEXAS (OWNER)
FOR THE CONSTRUCTION OF
PAVING IMPROVEMENTS
WOODHAVEN, HILLHAVEN, PARKHAVEN & GREENHAVEN

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans therein referred to; has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be preformed at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is agreed that the quantities of work to be preformed at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at unit prices set forth below except as provided for in the specifications.

It is understood and agreed that the bid security accompanying this proposal will be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and a payment bond within ten days after its acceptance, in which case the bid security shall become the property of the Owner and shall be considered as payment for damages caused by delay and other inconveniences suffered by the Owner because of such failure of the bidder.

The time allotted for completion of this project is agreed to be as indicated in this Proposal.

The undersigned hereby proposes and agrees to perform all work of what ever nature required, in strict accordance with the plans and specifications, for the following sum or prices, to wit:

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	13,100	Remove Existing Asphalt Paving		
		<i>FIVE</i> Dollars	<i>5.00</i>	<i>65,500.⁰⁰</i>
		<i>NO</i> Cents		
		Per Square Yard		
	6,880	Remove Existing Concrete Curb & Gutter		
		<i>TWO</i> Dollars	<i>2.55</i>	<i>17,544.⁰⁰</i>
		<i>FIFTY FIVE</i> Cents		
		Per Linear Foot		
	1,490	Remove Existing Concrete Driveway		
		<i>SIX</i> Dollars	<i>6.25</i>	<i>9312.50</i>
		<i>TWENTY FIVE</i> Cents		
		Per Square Yard		
	120	Remove Existing 2.5 foot Concrete		
		<i>SEVENTY ONE</i> Dollars	<i>71.50</i>	<i>8580.⁰⁰</i>
		<i>FIFTY</i> Cents		
		Per Square Yard		
	170	Sawcut Line along May Road		
		<i>THREE</i> Dollars	<i>3.00</i>	<i>510.⁰⁰</i>
		<i>NO</i> Cents		
		Per Linear Foot		
	7,010	Proposed 24 inch Concrete Curb & Gutter With 6 inch Integral Curb		
		<i>THIRTY THREE</i> Dollars	<i>33.00</i>	<i>231,330.⁰⁰</i>
		<i>NO</i> Cents		
		Per Linear Foot		

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	340	6 inch Concrete Valley Gutter (Flume) <i>SEVENTY FIVE</i> Dollars <i>NO</i> Cents Per Square Yard	75.00	25,500.00
	1,490	Proposed 6 inch Concrete Driveway <i>SEVENTY FIVE</i> Dollars <i>NO</i> Cents Per Square Yard	75.00	111,750.00
	12,900	2 inch Type "D" HMAC <i>ELEVEN</i> Dollars <i>FIFTY</i> Cents Per Square Yard	11.50	148,350.00
	12,830	10 inch Lime Stabilized Subgrade <i>FOUR</i> Dollars <i>THIRTY</i> Cents Per Square Yard	4.30	55,169.00
	270	Hydrated Lime <i>One Hundred Ninety Three</i> Dollars <i>NO</i> Cents Per Ton	193.00	52,110.00
	45	Remove and Replace Existing Mailboxes <i>One Hundred Fifty</i> Dollars <i>NO</i> Cents Per Each	150.00	6,750.00

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	640	8 inch Flexible Base Subgrade		
		<i>Seventy</i> Dollars	<i>70.00</i>	<i>44,800.00</i>
		<i>No</i> Cents		
		Per Cubic Yard		
	1	Remove & Replace Guard Rail		
		<i>Two Thousand Nine hundred twenty five</i> Dollars	<i>2925.00</i>	<i>2925.00</i>
		<i>No</i> Cents		
		Per Lump Sum		
	2	Adjust top of Existing Manhole		
		<i>Two Thousand Five Hundred</i> Dollars	<i>2500.00</i>	<i>5000.00</i>
		<i>No</i> Cents		
		Per Lump Sum		
	2	Grading along May Road		
		<i>Sixteen Thousand</i> Dollars	<i>16,000.00</i>	<i>32,000.00</i>
		<i>No</i> Cents		
		Per Lump Sum		
	1	Erosion Control		
		<i>Two Thousand Five Hundred</i> Dollars	<i>2500.00</i>	<i>2500.00</i>
		<i>No</i> Cents		
		Per Lump Sum		
	1	Traffic Control		
		<i>Seventeen Thousand Eight Hundred</i> Dollars	<i>17,800.00</i>	<i>17,800.00</i>
		<i>No</i> Cents		
		Per Lump Sum		

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	1	Bonds and Insurance <i>Thirty Eight Thousand</i> <i>One hundred Fifty</i> Dollars <i>No</i> Cents Per Lump Sum	38,140 ^{.00}	38,140 ^{.00}

GRAND TOTAL \$ 875,570.50

The undersigned further agrees to complete all work described herein within the working days indicated, starting from date specified in the WORK ORDER.

Calendar Days to Complete Work: 180

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum as specified in ITEM 1.36.1 of the Specifications for each working day after the completion date that the work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the plans and specifications as determined by the Engineer.

Accompanying this proposal is a certified check, cashier's check or bid bond in the amount of five (5) percent of the total amount bid.

It is understood that the Owner reserves the right, as the interest of the Owner may require, to reject any and all bids and to waive any informality in the bids received.

In the event of the award of a contract to the undersigned, the undersigned will furnish all labor, materials, tools and equipment, perform all work required by the plans and specifications referenced in the contract, guarantee the work until final completion and acceptance, and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

The unit prices have been shown in words and figures for each item listed in this proposal and it is understood that in the event of a discrepancy, the words shall govern.

Receipt is hereby acknowledged of the following addenda to the plans and specifications:

ADDENDUM NO. 1, dated _____ Received _____
ADDENDUM NO. 2, dated _____ Received _____
ADDENDUM NO. 3, dated _____ Received _____
ADDENDUM NO. 4, dated _____ Received _____
ADDENDUM NO. 5, dated _____ Received _____

AXIS CONTRACTING, INC.
CONTRACTOR

BY 
(Signature)

VP
(Title)

P.O BOX 360715
(Address)

DALLAS TX 75336
(City, State and Zip Code)

Seal and Authorization
(if a Corporation)

972 557-3672
(Area Code) (Telephone Number)



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Axis Contracting, Inc.

PO Box 360715
Dallas, TX 75336

OWNER:

(Name, legal status and address)

City of Seagoville

702 N. Hwy. 175, Seagoville, TX 75159

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

Paving Improvements for Woodhaven, Hillhaven Parkhaven & Greenhaven

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)

P.O. BOX 14498
Des Moines, IA 50306

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **28th** day of **February** **2017**


(Witness)

Axis Contracting, Inc.

(Principal)

(Title)

Merchants Bonding Company (Mutual)

(Surety)

(Title)

Brock Baldwin, Attorney-in-Fact

Candice Allen

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Michael B Hill; Monica Campos; Renee A Folkerts; Russ Frenzel; Sylvia Thomas; Trenae Donovan; William D Baldwin

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

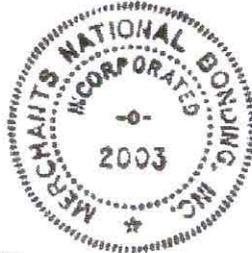
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2017.



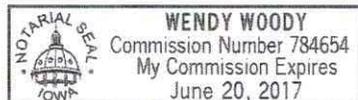
**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.**

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 24th day of January, 2017, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Wendy Woody
Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of February, 2017.



William Warner Jr.
Secretary

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

TexasBit an Oldcastle company

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

NONE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

Ben Liggett, VP

FEB 28, 2017
Date

PROPOSAL
TO
THE CITY OF SEAGOVILLE, TEXAS (OWNER)
FOR THE CONSTRUCTION OF
PAVING IMPROVEMENTS
WOODHAVEN, HILLHAVEN, PARKHAVEN & GREENHAVEN

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans therein referred to; has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be performed at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is agreed that the quantities of work to be performed at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at unit prices set forth below except as provided for in the specifications.

It is understood and agreed that the bid security accompanying this proposal will be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and a payment bond within ten days after its acceptance, in which case the bid security shall become the property of the Owner and shall be considered as payment for damages caused by delay and other inconveniences suffered by the Owner because of such failure of the bidder.

The time allotted for completion of this project is agreed to be as indicated in this Proposal.

The undersigned hereby proposes and agrees to perform all work of what ever nature required, in strict accordance with the plans and specifications, for the following sum or prices, to wit:

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	13,100	Remove Existing Asphalt Paving		
		Dollars	2.70	35,370-
		Cents		
		Per Square Yard		
	6,880	Remove Existing Concrete Curb & Gutter		
		Dollars	2.85	19,608-
		Cents		
		Per Linear Foot		
	1,490	Remove Existing Concrete Driveway		
		Dollars	7.05	10,504.50
		Cents		
		Per Square Yard		
	120	Remove Existing 2.5 foot Concrete		
		Dollars	47.40	5,688-
		Cents		
		Per Square Yard		
	170	Sawcut Line along May Road		
		Dollars	3.39	576.30
		Cents		
		Per Linear Foot		
	7,010	Proposed 24 inch Concrete Curb & Gutter With 6 inch Integral Curb		
		Dollars	38.30	268,483
		Cents		
		Per Linear Foot		

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	340	6 inch Concrete Valley Gutter (Flume) <i>EIGHTY FOUR (84)</i> Dollars <i>SIXTY FIVE (65)</i> Cents Per Square Yard	<i>84.65</i>	<i>28,781.⁰⁰</i>
	1,490	Proposed 6 inch Concrete Driveway <i>SEVEN</i> Dollars <i>FIVE</i> Cents Per Square Yard	<i>7.05</i>	<i>10,504.50</i>
	12,900	2 inch Type "D" HMAC <i>NINE</i> Dollars <i>SIXTY</i> Cents Per Square Yard	<i>9.60</i>	<i>123,840.⁰⁰</i>
	12,830	10 inch Lime Stabilized Subgrade <i>SEVEN</i> Dollars <i>ZERO</i> Cents Per Square Yard	<i>7.00</i>	<i>89,810.⁰⁰</i>
	270	Hydrated Lime <i>ONE HUNDRED FORTY FOUR</i> Dollars <i>SEVENTY TWO</i> Cents Per Ton	<i>144.72</i>	<i>39,074.⁴⁰</i>
	45	Remove and Replace Existing Mailboxes <i>One Hundred Sixty Nine</i> Dollars <i>Thirty</i> Cents Per Each	<i>169.30</i>	<i>7,618.⁵⁰</i>

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	640	8 inch Flexible Base Subgrade		
		SEVENTY NINE Dollars	79 ⁰⁰	50,560 ⁰⁰
		ZERO Cents		
		Per Cubic Yard		
	1	Remove & Replace Guard Rail		
		Two Thousand Eight Hundred Three Thousand Three Hundred Dollars	3,301³⁵	3,301 ³⁵
		Twenty One Thirty Five Cents		
		Per Lump Sum		
	2	Adjust top of Existing Manhole		
		Two Thousand Eight Hundred Twenty One Dollars	2,821 ⁶⁵	5,643 ³⁰
		Sixty Five Cents		
		Per Lump Sum		
	2	Grading along May Road		
		Dollars	7,735 ⁰⁹	15,470 ¹⁸
		Cents		
		Per Lump Sum		
	1	Erosion Control		
		Dollars	6,771 ⁹⁶	6,771 ⁹⁶
		Cents		
		Per Lump Sum		
	1	Traffic Control		
		Dollars	6,771 ⁹⁶	6,771 ⁹⁶
		Cents		
		Per Lump Sum		

WOODHAVEN ADDITON
PAVING IMPROVEMENTS

ITEM NO.	APPROX. QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT
	1	Bonds and Insurance		
		Dollars	4719-	4719-
		Cents		
		Per Lump Sum		

GRAND TOTAL \$ 848,719.95

The undersigned further agrees to complete all work described herein within the working days indicated, starting from date specified in the WORK ORDER.

Calendar Days to Complete Work: 180

The undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum as specified in ITEM 1.36.1 of the Specifications for each working day after the completion date that the work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the plans and specifications as determined by the Engineer.

Accompanying this proposal is a certified check, cashier's check or bid bond in the amount of five (5) percent of the total amount bid.

It is understood that the Owner reserves the right, as the interest of the Owner may require, to reject any and all bids and to waive any informality in the bids received.

In the event of the award of a contract to the undersigned, the undersigned will furnish all labor, materials, tools and equipment, perform all work required by the plans and specifications referenced in the contract, guarantee the work until final completion and acceptance, and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

The unit prices have been shown in words and figures for each item listed in this proposal and it is understood that in the event of a discrepancy, the words shall govern.

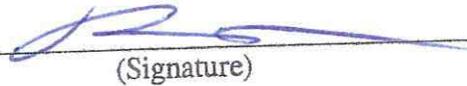
Receipt is hereby acknowledged of the following addenda to the plans and specifications:

ADDENDUM NO. 1, dated	<u>None as of Feb 28, 2017</u>	Received	<u>32</u>
ADDENDUM NO. 2, dated	_____	Received	_____
ADDENDUM NO. 3, dated	_____	Received	_____
ADDENDUM NO. 4, dated	_____	Received	_____
ADDENDUM NO. 5, dated	_____	Received	_____

Oldcastle Materials Texas, Inc.
dba TexasBit an Oldcastle company

CONTRACTOR

BY



(Signature)

Ben Liggett, Vice President

(Title)

2121 Irving Blvd

(Address)

Dallas, Texas 75207

(City, State and Zip Code)

Seal and Authorization
(if a Corporation)

214-741-3531

(Area Code) (Telephone Number)

WoodhavenAddPaving
Proposal



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
PH. (610) 832-8240

BID BOND

Bond Number: 7477768

KNOW ALL MEN BY THESE PRESENTS, that we TexasBit an Oldcastle company, 2121 Irving Blvd, Dallas TX 75207

as Principal, (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a mutual company duly organized under the laws of the Commonwealth of Massachusetts as Surety, (the "Surety"), are held and firmly bound unto The City of Seagoville, Texas

as Obligee, (the "Obligee"), in the penal sum of Five Percent Total Amount Bid

Dollars (\$5% T.A.B.),

for the payment of which sum well and truly to be made, the 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 Paving Improvements for Woodhaven Addition

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, 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, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum 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. In no event shall the liability hereunder exceed the penal sum hereof.

DATED as of this 28th day of February, 2017.

Oldcastle Materials Texas, Inc.
dba TexasBit an Oldcastle company (Seal)
Principal

WITNESS/ATTEST:

Mary Rowless

By: Ben Liggett
Name: Ben Liggett
Title: Vice President

LIBERTY MUTUAL INSURANCE COMPANY (Seal)
Surety

By: Patricia L. McCall
Patricia L. McCall, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7477768

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ben Liggett; Jake Parson; James A. Connor; Kristin Davis; Patricia L. McCall

all of the city of Dallas state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of Oldcastle Pavement Solutions, a Div of APAC-Texas, Inc.

and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of September, 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of February, 20 17.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

To confirm the validity of this Power of Attorney call 1 800 892 0910 between 9:00 am and 4:30 pm EST on any business day

ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
OLDCASTLE MATERIALS TEXAS, INC.

The undersigned, being all of the members of the Board of Directors of Oldcastle Materials Texas, Inc., a Delaware corporation (the "*Corporation*"), do hereby, pursuant to applicable Delaware statute, give this written consent to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

RESOLVED, that effective November 8, 2016 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an "*Officer*" and collectively, the "*Officers*") in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Brandon Smith	President
Stephen Ross	Secretary/Asst. Treasurer
Kal A. Kincaid	Vice President/Assistant Secretary
Joe Naivar, Jr.	Vice President/Assistant Secretary
Eric Bailey	Vice President/Assistant Secretary
Jake Parson	Vice President/Assistant Secretary
Nicholas Schack	Vice President/Assistant Secretary
Hugh Franklin	Vice President – Finance
William B. Miller	Admin. Vice President/Assistant Secretary
Charles Brown	Treasurer/Assistant Secretary
Robert Banks	Assistant Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated Officers solely for the purpose of attesting signatures of other Officers signing on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and other instruments as may be necessary from time to time:

Angela Kvarme	Assistant Secretary/Assistant Treasurer
Kristin Davis	Assistant Secretary/Assistant Treasurer
Chris Michael	Assistant Secretary/Assistant Treasurer
Ben Liggett	Assistant Secretary
Scott Blanchard	Assistant Secretary

Larry Matthews	Assistant Secretary
Michael F. Deaton	Assistant Secretary
Mike Wallace	Assistant Secretary
Dean W. Buchanan	Assistant Secretary
Gary P. Hickman	Assistant Secretary
Michael G. O'Driscoll	Assistant Secretary
M. Craig Hall	Assistant Secretary
David M. Toolan	Assistant Secretary
David Lewis	Assistant Secretary
David Young	Assistant Secretary

FURTHER RESOLVED, that effective November 8, 2016 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

Robert Brown	Ryan Lindsey	Lance Phillips
Mike Brown	L.L. Matthews	David Reese
James A. Connor	Rebecca Rutledge	Barry Egbert
Dean Donnellan	Greg Morisey	Josh Houston
Stephen Koonce	Kirk Morris	

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President;

FURTHER RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through Adobe® eSign Services; and



PHYSICAL ADDRESS: TexasBit an Oldcastle company
A Division of Oldcastle Materials Texas, Inc.
ADDRESS: 2121 Irving Blvd
Dallas, Texas 75207
PHONE: (214) 741-3531 FAX: (214) 742-3450

24 HOUR EMERGENCY CONTACT: TJ BROWN 254-379-4056

A DELAWARE CORPORATION – Authorized to do business in Texas –
License# 0004820606
BUSINESS ESTABLISHED 1906 – at current location since the 1960s
FEDERAL TAX ID# 58-1401466
SALES TAX ID# 15814014666

OFFICERS: JAKE PARSON, PRESIDENT
BEN LIGGETT, VICE PRESIDENT
KRISTIN DAVIS, CONTROLLER
TJ BROWN, OPERATIONS MANAGER
SEE ACTION BY WRITTEN CONSENT

BANK REFERENCE: BANK OF AMERICA DEBBIE BUCK
MAIL CODE GA 1-006-09-10 AVP/TREASURY SERVICE
ATLANTA PLAZA BUILDING P(888)715-1000 X35106
600 PEACHTREE STREET NE F(404)532-3390
ATLANTA, GA 30308-2265 ACCOUNT 329 905 3910
Lois.d.marshall@bankofamerica.com

AUDITED FINANCIAL STATEMENTS ARE AVAILABLE UPON WRITTEN REQUEST

TRADE REFERENCES: Hanson Aggregates Holt Cat
Dept. 0912 P.O. Box 911975
P.O. Box 120001 Dallas, TX 75391-1975
Dallas, TX 75312 (972)721-2000
(972)621-0456 (210)333-0541 Fax
(469)417-1393 Fax

Bane Machinery Calument
2449 Manana Road P.O. Box 844322
Dallas, TX 75520 Dallas, TX 75204-4322
(214)352-2468 (317)328-5660
(214)352-2460 Fax (317)328-5673 Fax

TexasBit, an Oldcastle company, is part of **CRH**. CRH is a leading global building materials group employing over 89,000 people at around 3,900 locations worldwide. **Oldcastle Materials** is the USA branch of **CRH**. **Oldcastle Materials**, headquartered in Atlanta GA, has five divisions with over 22,000 employees. **Oldcastle Materials** is currently:

- No. 1 Asphalt producer in the United States**
- No. 3 Aggregates producer in the United States**
- No. 3 Ready-mix producer in the United States**
- No. 1 Asphalt paver in the United States**

TexasBit an Oldcastle company

TexasBit is the division of Oldcastle Materials servicing the North Texas region. TexasBit employs 268 people.

Resumes:

Jake Parson	President, Texas Bit
Ben Liggett	Vice President, Texas Bit
TJ Brown	Operations Manager, Pavement Solutions Crew
Buck Robinson	Project Manager, Pavement Solutions Crew

Jake Parson was appointed President of Texas Bit in March 2016. He brings 15 years of experience in the industry that began with work on a paving crew and expanded to positions of increasing responsibility in estimating, aggregate area management, performance management and, most recently, to his role as Vice President of Business Development for Oldcastle Materials. Jake graduated Magna Cum Laude from Utah State University (Logan, UT) with two Bachelors of Science in Finance and Economics.

Ben Liggett joined Texas Bit in March 2016 as Vice President of Operations from his most recent role as Vice President General Manager for Wheeler Companies, where he managed asphalt, construction and paving operations based in Waco, Texas. His 15 years of industry experience includes positions from laborer up through foreman, estimator, project manager and operations manager.

TJ Brown became Operations Manager for Oldcastle Pavement Solutions, a Division of APAC-Texas, Inc. in early 2014. TJ has more than 12 years of operational experience in the construction industry including operations management, construction management, crew efficiencies, estimating, forecasting/planning, budget management. He began his career with Lindsey Contracting in 2004 which was acquired by Oldcastle Materials Group, Inc. in 2011.

Buck Robinson was recently chosen as an "outstanding employee" for his work as project manager for our City of Dallas contract. Buck came from sales but truly found his niche in project management. Buck manages all our subcontractors with absolute professionalism and always lives by our guiding principles by keeping the team's safety top of mind at all times while putting the Oldcastle customer first. His organization and attention to detail has allowed us to efficiently manage our largest project with great success.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Oldcastle Materials Texas, Inc.
 Dba TexasBit
 2121 Irving Blvd
 Dallas, Texas 75207

NAME AND
 ADDRESS
 OF INSURED



Liberty Mutual.
 INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION	9/1/2017	WA7-C8D-004095-026 WC7-C81-004095-016	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -026: All States except OH, ND, WA, WY -016: WI	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2017	TB2-C81-004095-116 -Per Project Aggregate included.	General Aggregate	\$2,000,000
			Products / Completed Operations Aggregate	\$2,000,000
			Each Occurrence	\$2,000,000
			Personal & Advertising Injury	\$2,000,000 Per Person / Organization
			Other Damage to Premises Rented to You: \$250,000	Other Medical Exp: \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2017	AS2-C81-004095-126		\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined
				Each Person
				Each Accident or Occurrence
OTHER Automobile policy	9/1/2016 - 9/1/2017	AS2-C81-054502-526	Physical Damage only -\$10,000 Comp DED -\$10,000 Coll DED	Each Accident or Occurrence

ADDITIONAL COMMENTS
 City of Seagoville: Paving Improvements for Woodhaven Addition
 Certificate holder is an additional insured on a primary and non-contributory basis as required by contract for all policies except workers compensation. All policy include a waiver of subrogation in favor of the Certificate Holder as required by signed contract.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
 BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

City of Seagoville
 702 N. Hwy 175
 Seagoville, TX 75159

Stanley S. Esposito, Jr.

Stan Esposito

AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
 12 Federal Street, Ste. 310
 Pittsburgh PA 15212-5706 412-231-1331 02/28/2017

OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



Franchise Tax Account Status

As of : 12/05/2016 08:48:17

This Page is Not Sufficient for Filings with the Secretary of State

OLDCASTLE MATERIALS TEXAS, INC.

Texas Taxpayer Number 15814014666

Mailing Address 1320 ARROW POINT DR STE 600 CEDAR PARK, TX
78613-2189

**Right to Transact Business in
Texas** ACTIVE

State of Formation DE

Effective SOS Registration Date 06/16/1980

Texas SOS File Number 0004820606

Registered Agent Name CORPORATION SERVICE COMPANY D/B/A CSC-
LAWYERS INCO

Registered Office Street Address 211 E. 7TH STREET SUITE 620 AUSTIN, TX 78701

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Oldcastle Materials Texas, Inc.

Business name/disregarded entity name, if different from above
Texas Bit

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
P. O. Box 224048

City, state, and ZIP code
Dallas, TX 75222-4048

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
Employer identification number									
5	8	-	1	4	0	1	4	6	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [Handwritten Signature] Date ▶ November 29, 2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



ARTHUR F. BECK, P.E., RPLS

Consulting Civil Engineers

ANDREW M. MARTIN, JR, P.E.

March 14, 2017

PROJECT: Street Paving Improvements - Woodhaven Addition
For: Woodhaven Ln., Greenhaven Ln., Parkhaven Ln., Hillhaven Ln.

CONTRACTOR: Anderson Asphalt and Concrete Paving Company
Contact Person: Cory Henneberg

A) REFERENCES:

- 1.) City of Sulphur Springs
- 2.) City of Cleburne
3. Kiewit Co. (DART)
4. RJM Contractors-Fedex (Irving)

B) CREDIT REFERENCES:

- 1.) Bonding, PCL Contract Bonding Agency
Bonding: Good
- 2.) Material Supplier: Austin Bridge and Road, & B&B Ready Mix
Credit Line: Material for project
- 3.) Insurance Co. USI Southwest Insurance
Insurance: Good

C) BONDING and INSURANCE: Good

D) COMMENTS:

- 1.) Type of projects from references, Asphalt Paving and Concrete Paving.
- 2.) Cost of reference projects ranged from 200,000 to \$800,000.
- 3.) Projects were within budget.
- 4.) Projects had no work delays due to contractor.
- 5.) No change orders were requested by contractor.
- 6.) Contractor did a good job.
- 7.) Contractor was easy to work with on projects.
- 8.) Contractor worked well with references personnel.
- 9.) References would recommend contractor for other projects.

E) BEGINNING DATE: Contractor will be able to begin work when Notice to Proceed is issued.

F) FINAL COMMENT:

- 1.) Contractor appears to understand the steps necessary for removal and replacement of existing and proposed asphalt street paving, curb and gutter for the Woodhaven Street Project.
- 2.) Full time inspection of project is recommended.

G) RECOMMENDATION:

From information ascertained from references, it appears Anderson Asphalt and Concrete Paving Company, will be able to remove and replace existing and proposed asphalt street paving, concrete curb and gutter as shown on the construction plans.

Seagoville
RefAndesonPavingCouncil

**CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AWARDED A BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION SERVICES CONTRACT BY AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS AND ANDERSON ASPHALT & CONCRETE PAVING FOR CONCRETE PAVING IMPROVEMENTS OF FOUR (4) STREETS IN THE WOODHAVEN ADDITION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, four (4) streets in the Woodhaven Addition that were originally built in 1955, have experienced deterioration and are in need of reconstruction; and,

WHEREAS, the City of Seagoville issued a Notice to Contractors in order to receive proposals for concrete paving improvements of Woodhaven Ln., Parkhaven Ln., Hillhaven Ln. and Greenhaven Ln.; and,

WHEREAS, five (5) proposals were received and tabulated on February 28, 2017; and,

WHEREAS, the low bid was received from Anderson Asphalt & Concrete Paving in the amount of \$799,900.50; and,

WHEREAS, funding for these repairs is approved in the FY2016-2017 Street Projects Fund; and,

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the bids and the Engineering Consultant's recommendation, and has determined it to be in the best interest of the City of Seagoville to award the bid to Anderson Asphalt & Concrete Paving.

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

SECTION 1. That the City Council of the City of Seagoville, Texas hereby awards this construction services contract to Anderson Asphalt & Concrete Paving.

SECTION 2. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to execute a contract by and between the City of Seagoville, Texas and Anderson Asphalt & Concrete Paving in an amount not to exceed \$799,900.50 (seven-hundred ninety-nine thousand, nine-hundred dollars and fifty cents), which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 20th day of March, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Alexis Allen, City Attorney

Regular Agenda Item: 7

Meeting date: March 20, 2017

Discuss, consider and take action on Seagoville Economic Development Board recommendation of Kaufman Street-area change orders related to utility infrastructure improvements (SEDC)

ITEM DESCRIPTION:

The SEDC Board discussed, considered and took action on 103 North Kaufman Street renovations and interior finish out change orders during the Tuesday, March 7, 2017 meeting.

BACKGROUND OF ISSUE:

Renovation of 103 North Kaufman Street began on Monday, 13 February 2017. The SEDC appropriated \$95,000 to undertake this project. The Seagoville City Council approved this during their Monday, 6 February 2017 meeting. Many water/wastewater infrastructure issues have arisen with 103 North Kaufman Street facility improvements. The attached illustration reflects some of these concerns and the associated improvements needed to create individual “taps” for each of the following buildings:

- 101 North Kaufman Street (glass-windowed facility on the corner of Malloy Bridge)
- 103 North Kaufman Street (future home of Goin’ Postal)
- 105 North Kaufman Street (SEDC Office)
- 107 North Kaufman Street (Super Star Cuts)
- 108 Railroad Avenue (former insulation company)
- 109 North Kaufman Street (Texas Steel Haulers)
- 111 North Kaufman Street (Texas Steel Haulers)
- 113 North Kaufman Street (former two-story former Pharmacy/Movie Theater)
- 115 North Kaufman Street (former Pharmacy)

The renovations to 103 North Kaufman Street enabled a more thorough assessment of water/wastewater issues. These enhancements have been needed for quite some time to bring these facilities into compliance with city code. In order for the community to make the most of these real estate assets, realignment & repair of these lines is required. This provides more flexibility for the SEDC to sell and/or lease these facilities to prospective commercial, retail and/or residential users.

FINANCIAL IMPACT:

This is a non-budgeted, amendment to Economic Development Project (GL#: 10-6023-51-00) request of \$50,000.

RECOMMENDATION:

Approval

EXHIBITS:

Infrastructure Improvements Cost Summary
Change Orders
Kaufman Street Facilities Illustration
Concrete Walls Contract

Kaufman Street-area Facility Infrastructure Improvements

DESCRIPTION	AMOUNT
Original Contract (103 North Kaufman Street renovations)	\$ 78,608.86
Change Order No. 1 (disconnect 101 and reroute 103 and 105 plumbing to new tap)	\$ 23,155.77
Change Order No. 2 (lab test for compaction and related services for code compliance)	\$ 907.50
Change Order No. 3 (backfill, compact, concrete reinforcement, etc.)	\$ 3,025.00
Change Order No. 4 (disconnect 101 and reroute to new 107 service tap)	\$ 18,755.00
Change Order No. 5 (lab test for compaction and related services for code compliance)	\$ 907.50
Change Order No. 6 (backfill, compact, concrete reinforcement, etc.)	\$ 3,025.00
Change Order No. 7 (electric meter relocation off 101 to 103, 105 and 107 facilities)	\$ 24,200.00
TOTAL	\$ 152,584.63

ATMOS and Onco service fees are still to be determined

CHANGE ORDER

PROJECT:

Renovation of 103 North Kaufman Street
103 North Kaufman Street
Seagoville, Texas 75159

CHANGE ORDER:

Number: One
Date: March 1, 2017
Contract Date: February 13, 2017

CONCRETE WALLS, INC. is hereby directed to make the following changes to the Contract with Seagoville Economic Development Corporation:

Do all that is required to saw cut and remove approximately 45 lineal feet of concrete in garage area to install new 4" sewer line. **REMOVE ONLY** existing asphalt for approximately 26 lineal feet of new 4 inch sewer line to the new sewer tap. Tunnel approximately 28 feet below unit 105 in order to reroute new sewer line for 103 and 105 for a total add to the contract sum of Twenty-Three Thousand, One Hundred Fifty-Five and 77/100 dollars (\$23,155.77).

The Original Contract Price was	\$78,608.86
Net Change by previous authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$78,608.86
The Contract Sum will be increased by this Change Order	\$23,155.77
The New Contract Sum including this Change Order will be	\$101,764.63

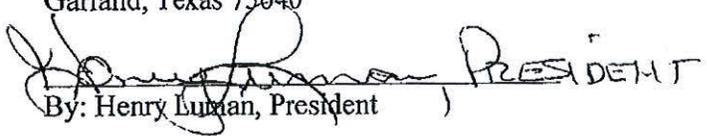
AGREED TO BY:

Seagoville Economic Development Corporation
105 North Kaufman Street
Seagoville, Texas, Texas 75159

By: Mr. Kirk Clennan, Executive Director

AUTHORIZED BY:

Concrete Walls, Inc.
809 Lavon Drive
Garland, Texas 75040


By: Henry Luman, President

CHANGE ORDER

PROJECT:

Renovation of 103 North Kaufman Street
103 North Kaufman Street
Seagoville, Texas 75159

CHANGE ORDER:

Number: Three
Date: March 1, 2017
Contract Date: February 13, 2017

CONCRETE WALLS, INC. is hereby directed to make the following changes to the Contract with Seagoville Economic Development Corporation:

Have the ditches created by the work of rerouting the sewer pipes of 103 and 105 to the new tap in the back of the buildings backfilled, compacted, reinforced, and properly concreted for a total add to the contract sum of Three Thousand, Twenty-Five and no/100 dollars (\$3,025.00).

The Original Contract Price was	\$78,608.86
Net Change by previous authorized Change Orders	\$24,063.27
The Contract Sum prior to this Change Order was	\$102,672.13
The Contract Sum will be increased by this Change Order	\$3,025.00
The New Contract Sum including this Change Order will be	\$105,697.13

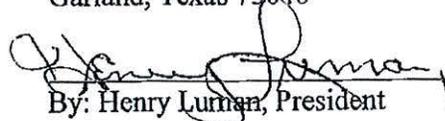
AGREED TO BY:

Seagoville Economic Development Corporation
105 North Kaufman Street
Seagoville, Texas, Texas 75159

By: Mr. Kirk Clennan, Executive Director

AUTHORIZED BY:

Concrete Walls, Inc.
809 Lavon Drive
Garland, Texas 75040

 **RESIDENT**
By: Henry Luman, President

CHANGE ORDER

PROJECT:

Renovation of 103 North Kaufman Street
103 North Kaufman Street
Seagoville, Texas 75159

CHANGE ORDER:

Number: Four
Date: March 1, 2017
Contract Date: February 13, 2017

CONCRETE WALLS, INC. is hereby directed to make the following changes to the Contract with Seagoville Economic Development Corporation:

Reroute sewer line from beneath 107, saw cut and remove only approximately fifty four (54) lineal feet of asphalt/concrete for new sewer line. Tunnel below 107 for tie in to existing sewer line in order to run new sewer line to new furnished city tap in the street. Install new plumbing (rough in only) for future rest room in 108 Railroad in the north east corner of unit for a total add to the contract sum of **Eighteen Thousand, Seven Hundred Fifty-Five and no/100 dollars (\$18,755.00).**

The Original Contract Price was	\$78,608.86
Net Change by previous authorized Change Orders	\$27,088.27
The Contract Sum prior to this Change Order was	\$105,697.13
The Contract Sum will be increased by this Change Order	\$18,755.00
The New Contract Sum including this Change Order will be	\$124,452.13

AGREED TO BY:

Seagoville Economic Development Corporation
105 North Kaufman Street
Seagoville, Texas, Texas 75159

By: Mr. Kirk Clennan, Executive Director

AUTHORIZED BY:

Concrete Walls, Inc.
809 Lavon Drive
Garland, Texas 75040

By:  President

CHANGE ORDER

PROJECT:

Renovation of 103 North Kaufman Street
103 North Kaufman Street
Seagoville, Texas 75159

CHANGE ORDER:

Number: Five
Date: March 1, 2017
Contract Date: February 13, 2017

CONCRETE WALLS, INC. is hereby directed to make the following changes to the Contract with Seagoville Economic Development Corporation:

Have compaction of all ditches caused by rerouting of existing plumbing for 107 Kaufman Street and 108 Railroad certified by a testing laboratory for a total add to the contract sum of Nine Hundred Seven and 50/100 dollars (\$907.50).

The Original Contract Price was	\$78,608.86
Net Change by previous authorized Change Orders	\$45,843.27
The Contract Sum prior to this Change Order was	\$124,452.13
The Contract Sum will be increased by this Change Order	\$907.50
The New Contract Sum including this Change Order will be	\$125,359.63

AGREED TO BY:

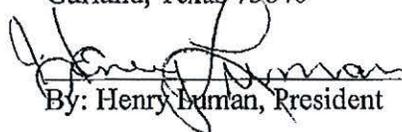
Seagoville Economic Development Corporation
105 North Kaufman Street
Seagoville, Texas, Texas 75159

By: Mr. Kirk Clennan, Executive Director

AUTHORIZED BY:

Concrete Walls, Inc.
809 Lavon Drive
Garland, Texas 75040

By: Henry Human, President

 **RESIDENT**

CHANGE ORDER

PROJECT:

Renovation of 103 North Kaufman Street
103 North Kaufman Street
Seagoville, Texas 75159

CHANGE ORDER:

Number: Six
Date: March 1, 2017
Contract Date: February 13, 2017

CONCRETE WALLS, INC. is hereby directed to make the following changes to the Contract with Seagoville Economic Development Corporation:

Have all ditches caused by rerouting sewer pipes of existing plumbing for 107 Kaufman Street and 108 Railroad to the new tap in the back of the building backfilled, compacted, reinforced, and properly concreted for a total add to the contract sum of Three Thousand, Twenty-Five and no/100 dollars (\$3,025.00).

The Original Contract Price was	\$78,608.86
Net Change by previous authorized Change Orders	\$46,750.77
The Contract Sum prior to this Change Order was	\$125,359.63
The Contract Sum will be increased by this Change Order	\$3,025.00
The New Contract Sum including this Change Order will be	\$128,384.64

AGREED TO BY:

Seagoville Economic Development Corporation
105 North Kaufman Street
Seagoville, Texas, Texas 75159

AUTHORIZED BY:

Concrete Walls, Inc.
809 Lavon Drive
Garland, Texas 75040

By: Mr. Kirk Clennan, Executive Director

By: Henry Luman, President

CHANGE ORDER

PROJECT:

Renovation of 103 North Kaufman Street
103 North Kaufman Street
Seagoville, Texas 75159

CHANGE ORDER:

Number: Seven
Date: March 14, 2017
Contract Date: February 13, 2017

CONCRETE WALLS, INC. is hereby directed to make the following changes to the Contract with Seagoville Economic Development Corporation:

Remove the electrical service from the rear of suite 101 and reroute all the necessary wiring from suite 10 to the separate electric meter locations determined by Oncor. This price **DOES NOT** include any fees that Oncor might want to charge for a total add to the contract sum of Twenty-Four Thousand, Two Hundred and no/100 dollars (\$24,200.00).

The Original Contract Price was	\$78,608.86
Net Change by previous authorized Change Orders	\$49,775.77
The Contract Sum prior to this Change Order was	\$128,384.63
The Contract Sum will be increased by this Change Order	\$24,200.00
The New Contract Sum including this Change Order will be	\$152,584.63

AGREED TO BY:

Seagoville Economic Development Corporation
105 North Kaufman Street
Seagoville, Texas, Texas 75159

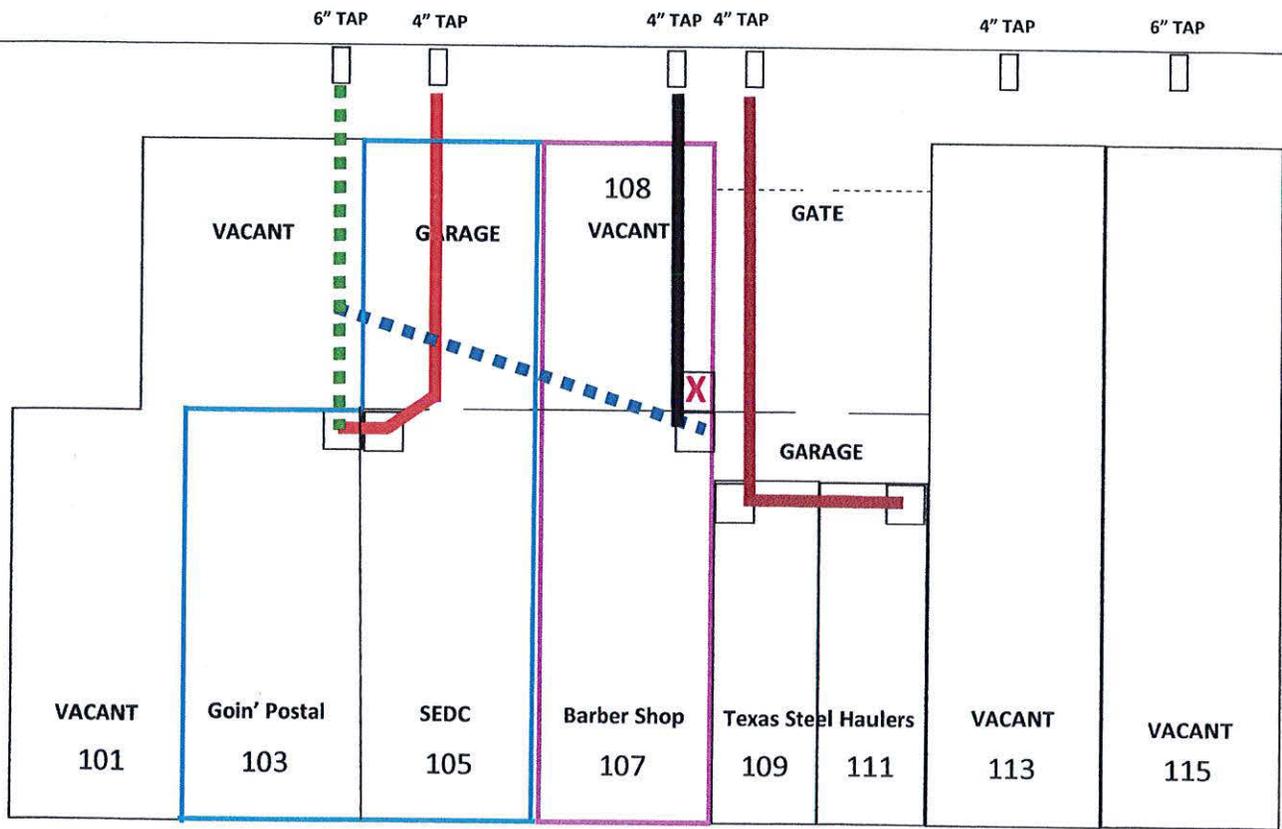
AUTHORIZED BY:

Concrete Walls, Inc.
809 Lavon Drive
Garland, Texas 75040

By: Mr. Kirk Clennan, Executive Director

By: Henry Luman, President

Railroad



Kaufman

**Article III
Scope of Services**

The Parties agree that Professional shall perform the Services under this Agreement in accordance with the terms and conditions of Exhibit "A" which is attached hereto and incorporated herein (the "Scope of Services").

**Article IV
Schedule of Work**

Professional agrees to commence services immediately upon written direction from the SEDC and to complete the required services in accordance with a project timeline established by mutual agreement of both the SEDC and Professional ("Project Timeline").

**Article V
Compensation and Method of Payment**

5.1 SEDC shall compensate Professional for the Services performed under this Agreement in an amount not to exceed \$ 78,608.86.

5.2 SEDC reserves the right to delay, without penalty, any partial payment when, in the opinion of SEDC, Professional has not made satisfactory progress on the Services in accordance with the Project Timeline.

5.3 Application for Payment forms, a copy of which is attached hereto as Exhibit B, shall be submitted on the following days (20 February; 6 March; 20 March;) and will be paid on or about the following days: (24 February; 10 March; 24 March; issuance of CO). Provided that that there are no errors or discrepancies and all work reflection on the Application for Payment has been completed, to the satisfaction of the SEDC, payment will be made to the Professional by the date listed above. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

**Article VI
Devotion of Time; Personnel; and Equipment**

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the SEDC require additional services not included under this Agreement, Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule mutually agreed upon by the Parties in writing, and without decreasing the effectiveness of the performance of services required under this Agreement.

Professional understands that time is of the essence. Professional agrees to do everything it reasonably can to complete the work within a timely fashion but cannot propose a definite timeline due to the requested scope of work.

6.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

6.3 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

6.4 Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

Article VII Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that the SEDC assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the SEDC. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, the SEDC shall not: train Professional, require Professional to complete regular oral or written reports, require Professional devote its full-time services to the SEDC, or dictate Professional's sequence of work or location at which Professional performs its work.

Article VIII Insurance

A. PROFESSIONAL shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name SEDC, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to SEDC for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against SEDC for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to SEDC of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services.

Article IX Indemnification

SEDC SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST SEDC, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "SEDC") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SEDC OR BREACH OF SEDC'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS SEDC FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE SEDC, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY SEDC ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**Article X
Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

**Article XI
Termination**

Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to SEDC all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the SEDC in accordance with this Agreement prior to such termination.

**Article XII
Miscellaneous**

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

12.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

12.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of the SEDC. In the event of an assignment by Professional to which SEDC has consented, the assignee shall agree in writing with the SEDC to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

12.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

12.7 Severability. In the event 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.9 Recitals. The recitals to this Agreement are incorporated herein.

12.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for the SEDC:

Kirk Clennen
Exec. Director
SEDC
105 N. Kaufman Street
Seagoville, Texas 75159

With Copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Professional:

Concrete Walls, Inc.
Attn: Henry Luman, President
PO Box 461935
Garland, TX 75046

12.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

12.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

12.13 Audits and Records. Professional agrees that during the term hereof the SEDC and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the SEDC or date of termination if sooner.

12.14 Conflicts of Interests. Professional represents that no official or employee of the SEDC has any direct or indirect pecuniary interest in this Agreement. Professional further agrees to complete and submit all conflicts of interest forms required by the SEDC and/or Contract Documents.

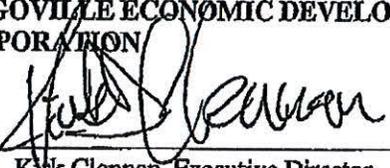
12.15 Compliance with Federal, State & Local Laws. Professional shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.17 No Waiver of Rights. Neither SEDC's review, approval or acceptance of, nor payment for any of the Services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to SEDC in accordance with applicable law for all damages to SEDC caused by Professional's negligent performance of any of the services furnished under this Agreement.

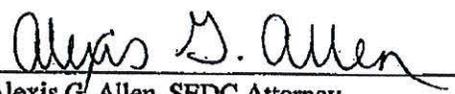
EXECUTED this 13th day of FEBRUARY, 2017.

SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION

By: 

Kirk Clennan, Executive Director

Approved as to form:

By: 

Alexis G. Allen, SEDC Attorney

EXECUTED this _____ day of _____, 2017.

PROFESSIONAL

By: CONCRETE WALLS, INC.
Name: [Signature]
Title: PRESIDENT

EXHIBIT A
Scope of Services

EXHIBIT B
Application for Payment Form

APPLICATION FOR PAYMENT

Date: February 21, 2017

TO OWNER:

Seagoville Economic Development Corporation
105 North Kaufman
Seagoville, Texas

FROM CONTRACTOR:

Concrete Walls, Inc.
809 Lavon Drive
Garland, Texas 75040

PROJECT:

Office Building Renovation
103 North Kaufman Street
Seagoville, Texas

APPLICATION NUMBER:

One

PERIOD:

February 1, 2017 thru February 20, 2017

CONCRETE WALLS, INC. PROJECT NUMBER: 2017-5

CONTRACT DATE:

February 13, 2017

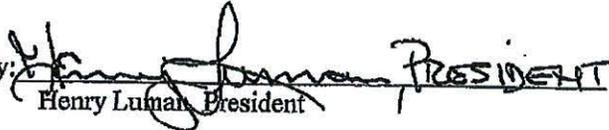
CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM	\$78,608.86
2. Net change by Change orders	\$0.00
3. CONTRACT SUM TO DATE (line 1 + or - line2)	\$78,608.86
4. TOTAL COMPLETED & STORED TO DATE (See Application Spread Sheet)	\$0.00
5. RETAINAGE: (See Application Spread Sheet)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$0.00
7. LESS PREVIOUS PAYMENTS	\$0.00
8. CURRENT PAYMENT DUE	\$39,675.90
9. BALANCE TO FINISH (See Application Spread Sheet)	\$38,932.96

See Attached Application for Payment Spreadsheet

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Application for Payment were issued and payments received from the Owner, and current payments shown herein is now due.

CONTRACTOR: Concrete Walls, Inc.

By:  PRESIDENT Date: February 21, 2017
Henry Luman, President

State of Texas County of Dallas

Subscribed and sworn before me this Day of
Notary Public
My Commission Expires:

Regular Agenda Item: 8

Meeting Date: **March 20, 2017**

Discuss and consider approving an ordinance amending the FY 2015-2016 municipal budget (Finance)

ITEM DESCRIPTION

Consider approval of Ordinance No. _____ approving a budget amendment for the fiscal year ended September 30, 2016.

BACKGROUND OF ISSUE:

At the conclusion of budget year 2016, the Sanitation and Non-departmental programs were over budget by \$11,147 and \$194,531 respectively. In building the FY 2016 Sanitation budget, staff conservatively estimated the number of service accounts and actual results were better than expected. During fiscal year 2016 the City experienced expenditures due to the turnover in the City management position. There are sufficient revenues from Sanitation fees and Permit fees to cover the overages incurred in the Sanitation and Non-departmental programs. Therefore staff recommends increasing the Sanitation and Permit revenues sources by \$7,500 and \$200,000 respectively and increasing the Sanitation and Non-departmental programs by the same amount. Council approval of staff recommendation will eliminate the overages from actual experience of FY 2016.

FINANCIAL IMPACT:

Increases the FY 2016 revenue budget by \$207,500 and increases the expenditure budget by \$207,500.

EXHIBITS

FY 2016 General Fund Budgetary Comparison – Prior to Recommended Budget Amendment
(Highlighted areas targeted for adjustment)

AMENDED FY 2016 General Fund Budgetary Comparison

Ordinance

CITY OF SEAGOVILLE, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

	<u>Budgeted amounts</u>		<u>Actual</u>	Variance with Final Budget Positive (Negative)
	<u>Original</u>	<u>Final</u>		<u>(Negative)</u>
Revenues				
Taxes				
Ad valorem	\$ 3,377,800	\$ 3,377,800	\$ 3,418,150	\$ 40,350
Sales	2,040,040	2,040,040	2,189,064	149,024
Franchise	648,300	648,300	736,978	88,678
Sanitation collection charges	901,725	901,725	912,035	10,310
Licenses, permits and fees	204,175	204,175	476,893	272,718
Municipal court fines	238,000	238,000	201,829	(36,171)
Intergovernmental	24,000	24,000	66,384	42,384
Investment income	1,500	1,500	5,273	3,773
Miscellaneous revenues	6,000	6,000	61,598	55,598
Total revenues	7,441,540	7,441,540	8,068,204	626,664
Expenditures:				
Current				
General government				
City council	5,450	5,450	2,946	2,504
City manager	163,193	163,193	185,755	(22,562)
City secretary	116,241	117,058	107,985	9,073
Finance	321,994	332,062	323,893	8,169
Human Resources	105,781	106,661	104,495	2,166
Non-departmental	297,835	297,835	492,365	(194,531)
Information Technology	79,259	79,259	80,090	(831)
Total general government	1,089,753	1,101,518	1,297,529	(196,011)
Public safety				
Police	1,909,333	1,919,769	1,766,385	153,384
Fire	1,536,599	1,547,491	1,495,616	51,875
EMS	164,080	164,080	164,080	-
Support Services	601,573	605,424	542,702	62,722
Animal Control	131,454	127,487	110,385	17,102
Total public safety	\$ 4,343,039	\$ 4,364,251	\$ 4,079,168	\$ 285,083

**CITY OF SEAGOVILLE, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

	Budgeted amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Community Services				
Municipal court	168,750	169,648	167,654	1,994
Library	167,688	171,426	170,799	627
Senior center	190,031	190,532	189,407	1,125
Sanitation	682,920	682,920	694,067	(11,147)
Total community services	1,209,389	1,214,526	1,221,927	(7,401)
Community development				
Building inspection	191,946	202,346	195,191	7,155
Code enforcement	170,029	170,946	167,781	3,165
Streets	521,255	498,883	356,526	142,357
Parks	226,663	226,663	224,506	2,157
Planning	64,800	65,256	65,665	(409)
Total community development	1,174,693	1,164,094	1,009,668	154,426
Debt Service	47,412	47,412	45,659	1,753
Capital Outlay	164,677	328,589	1,288,897	(960,308)
Total expenditures	8,028,963	8,220,390	8,942,848	(722,457)
Excess (deficiency) of revenues over expenditures	(587,423)	(778,850)	(874,644)	(95,792)
Other financing sources (uses)				
Transfers in	404,904	404,904	1,300,301	895,397
Transfers out	(87,000)	(87,000)	(45,000)	42,000
Proceeds of note payable	-	-	175,000	
Total other financing sources (uses)	317,904	317,904	1,430,301	937,397
Net change in fund balance	(269,519)	(460,946)	555,657	841,605
Fund Balances - beginning	2,773,292	2,773,292	2,773,292	-
Add: Prior Period Adjustment Correction of Error	-	-	6,695	6,695
Fund Balances - ending	\$ 2,503,773	\$ 2,312,346	\$ 3,335,644	\$ 848,300

CITY OF SEAGOVILLE, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016

	Budgeted amounts		Actual	Variance with
	Original	Final		Final Budget
				Positive (Negative)
Revenues				
Taxes				
Ad valorem	\$ 3,377,800	\$ 3,377,800	\$ 3,418,150	\$ 40,350
Sales	2,040,040	2,040,040	2,189,064	149,024
Franchise	648,300	648,300	736,978	88,678
Sanitation collection charges	901,725	909,225	912,035	2,810
Licenses, permits and fees	204,175	404,175	476,893	72,718
Municipal court fines	238,000	238,000	201,829	(36,171)
Intergovernmental	24,000	24,000	66,384	42,384
Investment income	1,500	1,500	5,273	3,773
Miscellaneous revenues	6,000	6,000	61,598	55,598
Total revenues	7,441,540	7,649,040	8,068,204	419,164
Expenditures:				
Current				
General government				
City council	5,450	5,450	2,946	2,504
City manager	163,193	163,193	185,755	(22,562)
City secretary	116,241	117,058	107,985	9,073
Finance	321,994	332,062	323,893	8,169
Human Resources	105,781	106,661	104,495	2,166
Non-departmental	297,835	497,835	492,365	5,470
Information Technology	79,259	79,259	80,090	(831)
Total general government	1,089,753	1,301,518	1,297,529	3,989
Public safety				
Police	1,909,333	1,919,769	1,766,385	153,384
Fire	1,536,599	1,547,491	1,495,616	51,875
EMS	164,080	164,080	164,080	-
Support Services	601,573	605,424	542,702	62,722
Animal Control	131,454	127,487	110,385	17,102
Total public safety	\$ 4,343,039	\$ 4,364,251	\$ 4,079,168	\$ 285,083

**CITY OF SEAGOVILLE, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

	Budgeted amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Community Services				
Municipal court	168,750	169,648	167,654	1,994
Library	167,688	171,426	170,799	627
Senior center	190,031	190,532	189,407	1,125
Sanitation	682,920	690,420	694,067	(3,647)
Total community services	1,209,389	1,222,026	1,221,927	99
Community development				
Building inspection	191,946	202,346	195,191	7,155
Code enforcement	170,029	170,946	167,781	3,165
Streets	521,255	498,883	356,526	142,357
Parks	226,663	226,663	224,506	2,157
Planning	64,800	65,256	65,665	(409)
Total community development	1,174,693	1,164,094	1,009,668	154,426
Debt Service	47,412	47,412	45,659	1,753
Capital Outlay	164,677	328,589	1,288,897	(960,308)
Total expenditures	8,028,963	8,427,890	8,942,848	(514,957)
Excess (deficiency) of revenues over expenditures	(587,423)	(778,850)	(874,644)	(95,792)
Other financing sources (uses)				
Transfers in	404,904	404,904	1,300,301	895,397
Transfers out	(87,000)	(87,000)	(45,000)	42,000
Proceeds of note payable	-	-	175,000	
Total other financing sources (uses)	317,904	317,904	1,430,301	937,397
Net change in fund balance	(269,519)	(460,946)	555,657	841,605
Fund Balances - beginning	2,773,292	2,773,292	2,773,292	-
Add: Prior Period Adjustment Correction of Error	-	-	6,695	6,695
Fund Balances - ending	\$ 2,503,773	\$ 2,312,346	\$ 3,335,644	\$ 848,300

**CITY OF SEAGOVILLE, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE 20-15 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING AMENDED APPROPRIATIONS FOR THE GENERAL FUND AND STREET MAINTENANCE FUND OF THE CITY; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2015-2016 Operating Budget by Ordinance 20-15 on September 14, 2015 appropriating the necessary funds out of the general revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

WHEREAS, the Texas Local Government Code § 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend their budgets as deemed necessary for municipal purposes; and

WHEREAS, during FY 2016, there are actual Sanitation and Permits revenues in excess of budgeted amounts; and there are actual expenditures in the Sanitation and Non-departmental programs in excess of budgeted expectations, and

WHEREAS, the City Manager is submitting the amended budget of expenditures for conducting the affairs of the City for FY 2015-2016; and

WHEREAS, upon full consideration of the matter, Council made such amendments to the adopted budget which in their judgment are warranted and in the best interest of the taxpayers of the City of Seagoville and is proposed as recorded in Section 1, replacing Exhibit A of the Adopted budget Ordinance 20-15;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS SUBJECT TO THE APPLICABLE STATE LAWS AND THE CITY CHARTER:

SECTION 1. That the appropriations for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016 for the operation of different funds and purposes of the City of Seagoville be amended as follows:

	<u>Adopted</u>	<u>Amendment</u>	<u>Amended</u>
General Fund Revenues			
Sanitation collection charges	\$901,725	\$7,500	\$909,225
Licenses, permits and fees	204,175	200,000	404,175
Total revenue increase		\$207,500	

	<u>Adopted</u>	<u>Amendment</u>	<u>Amended</u>
General Fund Expenditures			
Non-departmental	\$297,835	\$200,000	\$497,835
Sanitation	682,920	7,500	690,420
Total expenditure increase		\$207,500	

SECTION 2. That all provisions of the ordinance of the City of Seagoville in conflict with provisions of this ordinance, be and the same are hereby repealed, and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 20th day of March, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Alexis G. Davis, City Attorney

Regular Agenda Item: 9

Meeting Date: March 20, 2017

Discuss and consider approving a resolution authorizing the City Manager to purchase electricity by negotiating the lowest possible price, and entering into an agreement with a retail electricity provider (Finance)

ITEM DESCRIPTION

Discuss and consider approval of Resolution authorizing the City Manager to purchase electricity by negotiating the lowest possible price, and entering into an agreement with a retail electricity provider

BACKGROUND OF ISSUE:

The current electricity contract with Reliant Energy expires on May 31, 2018. City staff desires an opportunity to maintain the current electricity pricing in future fiscal years, providing the City budget stability in a significant expenditure line item. Our current electricity contract with Reliant is priced at \$0.03690 per kWh with an expiration date of May 31, 2018. Staff received electricity quotes from the following companies (a detailed price analysis is contained in the attachments):

Reliant
Constellation
TXU
ENGIE

The price analysis indicates that the future market expectation is that the cost of electricity will increase. The most favorable comparison to the City's current price is a five year quote from ENGIE at \$0.03769 per kWh, approximately about one tenth of a cent above our current price with Reliant, roughly translating to a 2% increase over our current cost. The proposed contract with ENGIE was submitted to the City Attorney's review and incorporates her recommendations.

FINANCIAL IMPACT:

FY 2016 electricity cost \$244,733.86.

EXHIBITS

Price Comparison
Electricity Contract
Resolution

Price Comparison for City of Seagoville

Date: 2/10/2017

Notes: 100% Swing, No Bandwidth



Annual Consumption:	1,660,353	ESIDs	58	Start Date:	6/1/2018				
	Energy charge per kWh	Estimated TDSP	Estimated TDSP Spend	GRT & PUC Assesment	GRT & PUC per kWh	Estimated Total Spend	\$ Difference Excluding Sales Tax	% Difference	Notes
CURRENT PROVIDER:									
Reliant	\$ 0.03690	\$ 0.08776	\$ 145,704	\$ 2,902	\$ 0.00175	\$ 209,873.89	\$ -	0.00%	
Reliant Energy - Net 30, congestion included									
12	\$ 0.03877	\$ 0.08776	\$ 145,704	\$ 4,195	\$ 0.00253	\$ 214,271.54	-2%	\$ (4,398)	
24	\$ 0.03935	\$ 0.08776	\$ 145,704	\$ 4,214	\$ 0.00254	\$ 215,253.78	-3%	\$ (5,380)	
36	\$ 0.04031	\$ 0.08776	\$ 145,704	\$ 4,246	\$ 0.00256	\$ 216,879.55	-3%	\$ (7,006)	
48	\$ 0.04094	\$ 0.08776	\$ 145,704	\$ 4,267	\$ 0.00257	\$ 217,946.46	-4%	\$ (8,073)	
Constellation - Net 20, congestion included									
12	\$ 0.03730	\$ 0.08776	\$ 145,704	\$ 4,146	\$ 0.00250	\$ 211,782.08	-1%	\$ (1,908)	
24	\$ 0.03759	\$ 0.08776	\$ 145,704	\$ 4,156	\$ 0.00250	\$ 212,273.20	-1%	\$ (2,399)	
36	\$ 0.03858	\$ 0.08776	\$ 145,704	\$ 4,189	\$ 0.00252	\$ 213,949.77	-2%	\$ (4,076)	
41	\$ 0.03980	\$ 0.08776	\$ 145,704	\$ 4,229	\$ 0.00255	\$ 216,015.86	-3%	\$ (6,142)	
TXU - Net 30, congestion passed-through									
12	\$ 0.03815	\$ 0.08776	\$ 145,704	\$ 4,175	\$ 0.00251	\$ 213,224.95	-2%	\$ (3,351)	
24	\$ 0.03821	\$ 0.08776	\$ 145,704	\$ 4,177	\$ 0.00252	\$ 213,324.87	-2%	\$ (3,451)	
33	\$ 0.03932	\$ 0.08776	\$ 145,704	\$ 4,213	\$ 0.00254	\$ 215,196.20	-3%	\$ (5,322)	
ENGIE - Net 30, congestion passed-through									
12	\$ 0.03882	\$ 0.08776	\$ 145,704	\$ 4,197	\$ 0.00253	\$ 214,356.22	-2%	\$ (4,482)	
24	\$ 0.03900	\$ 0.08776	\$ 145,704	\$ 4,203	\$ 0.00253	\$ 214,661.05	-2%	\$ (4,787)	
36	\$ 0.03959	\$ 0.08776	\$ 145,704	\$ 4,222	\$ 0.00254	\$ 215,660.22	-3%	\$ (5,786)	
48	\$ 0.03966	\$ 0.08776	\$ 145,704	\$ 4,225	\$ 0.00254	\$ 215,778.76	-3%	\$ (5,905)	
60	\$ 0.03769	\$ 0.08776	\$ 145,704	\$ 4,224	\$ 0.00254	\$ 215,744.89	-3%	\$ (5,871)	

MASTER ELECTRIC ENERGY SALES AGREEMENT

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 8 day of MARCH 2017 (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE"), a Delaware corporation and CITY OF SEAGOVILLE ("Customer"). ENGIE and Customer are also referred to herein individually as a "Party" and collectively as the "Parties." Unless provided to the contrary, capitalized terms are defined in Section 3.

SECTION 1. TRANSACTION TERMS AND CONDITIONS

1.1 **Purchase and Sale.** Subject to the terms and conditions set forth herein, ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service pursuant to a Sales Confirmation attached hereto and the terms and conditions specified herein. Any conflict between the terms and conditions of this Agreement and the terms and conditions in an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. During the term of this Agreement, should ENGIE fail to deliver sufficient quantities of electricity to the local utility distribution company for delivery to Customer or fail to schedule the delivery of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.

1.2 **Contract Price.** Customer shall pay ENGIE the Contract Price, as specified in an applicable Sales Confirmation, for the quantity of electric energy consumed in a Billing Cycle.

1.3 **Term.** This Agreement shall be effective on the Effective Date and shall remain in effect until terminated by either Party upon thirty (30) days prior written notice. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply thereto, until both Parties have fulfilled any and all of their respective obligations with respect to the underlying transactions.

1.4 **Billing and Payment.** As soon as practicable following the receipt of any invoice detailing Utility Related Charges, ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice setting forth the amount due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and any applicable Taxes and Utility Related Charges. ENGIE may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. As measured from the date of the invoice, payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. Notwithstanding the foregoing, if ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

SECTION 2. GENERAL TERMS AND CONDITIONS

2.1 **Notices.** Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means or in person. Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may from time to time specify in writing to the other Party.

2.2 **Taxes.** "Tax(es)" means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. Customer and ENGIE will administer and implement this Agreement with the intent to minimize Taxes. ENGIE will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.

2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.

2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall make available within a reasonable period of time copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party or such Guarantor diligently pursues the

preparation, certification and delivery of the specified reports. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other Party with written notice requesting Performance Assurance in an amount determined by the requesting Party in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have ten (10) Business Days to remedy the situation by providing such Performance Assurance to the requesting Party. In the event that the receiving Party fails to provide such Performance Assurance within ten (10) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement. Notwithstanding the above the Parties agree that no Performance Assurance may be required of Customer unless the Customer has made two or more late payments within a twelve (12) month period on any invoice, then in that event ENGIE will have the right to require that Customer provide reasonable Performance Assurances satisfactory to ENGIE. In no case shall the Performance Assurance exceed the Contract Price multiplied by three (3) months average consumption, based on the immediately preceding 12 months of consumption.

2.5 Force Majeure. "Force Majeure" shall mean an event that is beyond the reasonable control of the Claiming Party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute, labor shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences (so long as the Claiming Party has not applied for, assisted in, or failed to reasonably oppose such government action). Nothing contained herein shall be construed to require a Claiming Party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.

2.6 Events of Default. An "Event of Default" means, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this section (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given to the Defaulting Party by the other Party ("Non-Defaulting Party"), or (b) any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (c) the failure by the Defaulting Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof to the Defaulting Party; or (d) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (e) absent agreement to the contrary the failure of Customer to utilize ENGIE as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by ENGIE); or (f) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or Insolvent.

2.7 Remedies upon Event of Default. If an Event of Default occurs, other than default due to non-appropriation, which is subject to Section 2.18, the Non-Defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. The Non-Defaulting Party shall provide a written notice of the Termination to the Defaulting Party, and the amounts owed under the Agreement, through the date of Termination shall be due within five (5) Business Days thereafter.

2.8 Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

2.9 Indemnification.

2.10 Representations and Warranties. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing

documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, ENGIE and its successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services ENGIE provides or the activities Customer undertakes, pursuant to this Agreement. ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.

2.11 Confidentiality. To the extent permitted by law neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement. ENGIE acknowledges that the confidentiality obligation of the Customer set forth herein is subject to the Texas Public Information Act, Section 552 of the Texas Government Code, as amended, and other applicable law.

2.12 Modification of Agreement. Any alteration, deletion or addition to this Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment, modification or supplement shall be made to this Agreement by course of performance, course of dealing or usage of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

2.13 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party. Consent to assignment shall not be unreasonably withheld. Any successor or assignee of the rights of any Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. The assignment or transfer of any rights under this Agreement shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions and conditions of this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.

2.14 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any arithmetic or computational error within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute between the Parties about any bill, charge or service pursuant to this Agreement, each Party will thoroughly investigate the matter and promptly report the results of its investigation to the other Party.

2.15 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate this Agreement to comply with such change, and if the Parties are unable to amend this Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of ENGIE.

2.16 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN DALLAS, DALLAS COUNTY, TEXAS IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*.

2.17 Misc. This Agreement, any Appendix or Exhibits attached hereto and any Sales Confirmations executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change will be enforceable unless reduced to writing and executed by both Parties. No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

2.18 Liability Limited to Appropriated Funds. As a political subdivision Customer appropriates funds on an annual basis. While it is Customer's intent to appropriate sufficient funds to make payments each year for the purchase of electricity, it is not obligated to do so, and any liability or obligation hereunder is limited to the funds actually appropriated. This Agreement shall not be construed to create a liability on behalf of the municipality in violation of any law. It is understood that all obligations of the municipality hereunder are subject to the availability of fund appropriated for the purchase of electricity. If such funds are not appropriated and do not become available, this agreement may be terminated by ENGIE. In that event, the parties hereto shall be discharged from further obligations, and Customer shall only be liable for the electricity delivered and received prior to Termination, and shall only pay for such services at the Agreed contract rate. This Agreement shall automatically terminate in the event of a non-appropriation of funds by the Customer who shall provide at least ten (10) days prior notice thereof. If this Agreement is not terminated by ENGIE pursuant to this Section 2.18 and Customer subsequently appropriates funds, Customer shall continue to purchase electricity for ENGIE pursuant to this Agreement for the term of any and all transactions set forth in a Sales Confirmation. Neither party waives any rights to pursue all remedies at law.

SECTION 3. DEFINITIONS

Bankrupt means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

Billing Cycle means, for each account, the period between successive invoices rendered by either ENGIE or the applicable utility during the applicable Term.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

Claiming Party means the Party claiming an event of Force Majeure.

Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.

Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

Firm Full Requirements Service means that either Party shall be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.

Guarantor means with respect to a Party, an entity providing a guaranty of payment in favor of the other Party in a form mutually agreed to by the Parties.

Insolvent means with respect to any Party, when such Party shall be unable to pay liabilities as they mature or such entity shall admit in writing its inability to pay its debts generally as they become due.

Interest Rate means, for any date, the lesser of (a) one and one-half percent (1 ½ %) per month or (b) the maximum rate permitted by applicable law.

ISO means an Independent System Operator to be specified on a Sales Confirmation.

Material Adverse Change shall mean that Customer's credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Performance Assurance means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to the requesting Party.

RTO means the applicable regional transmission organization responsible for moving electricity over large interstate areas.

Utility Related Charges is defined in the applicable Sales Confirmation.

Utility Transfer Date means the time and date on which the applicable utility has completed the process necessary to permit ENGIE to commence or discontinue providing the services hereunder. The process may include, as necessary and without

limitation, recognizing ENGIE as Customer's electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date.

SECTION 4. NOTICES

	BUSINESS NAME CONTACT NAME	BILLING CONTACT	ENGIE CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	Patrick Harvey	Patrick Harvey	ENGIE Resources Inc. Attn: Retail	Please wire payments to: Mellon Bank Account Title: ENGIE Resources Account Number: 8-086-282 ABA Number: 031000037 For payment by check, please send to: ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
STREET ADDRESS:	702 N HIGHWAY 175	702 N HIGHWAY 175	1990 Post Oak Blvd.	
CITY, STATE, ZIP:	SEAGOVILLE, TX, 75159	SEAGOVILLE, TX, 75159	Houston, TX 77056	
PHONE #:			1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:			custserv@na.engie.com	

CUSTOMER INFORMATION	ENGIE INFORMATION
DUNS NO #:	DUNS NO #: 099668332
FEDERAL TAX ID #:	FEDERAL TAX ID #: 76-0685946

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: CITY OF SEAGOVILLE	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

SALES CONFIRMATION
Texas
Fixed Price RTC

This Sales Confirmation is entered on 3/8/2017 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and **City Of Seagoville** ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated 3/8/2017 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and the service contemplated herein shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date as specified for each facility in Attachment A, Exhibit 1. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date as specified for each facility in Attachment A, Exhibit 1, but in no event later than the end of the Billing Cycle including such date, unless earlier terminated pursuant to the default provisions of the Master Agreement. Such a termination shall not affect or excuse performance under any provision surviving such termination. Notwithstanding the foregoing, Customer's options for service beyond the Utility Transfer Date following the End Date (the "Post-Term Period") include: i) executing an agreement with ENGIE for new terms and conditions of service, or ii) transferring the accounts to another competitive supplier. In the event Customer does not exercise one of the options above prior to the End Date, service by ENGIE may continue hereunder after the Utility Transfer Date on or following the End Date until the next available Utility Transfer Date following Customer's exercise of one of the above options or ENGIE may disconnect service pursuant to the Substantive Rules of the Public Utility Commission of Texas. For service during the Post-Term Period, in lieu of the Contract Price described in this Sales Confirmation, Customer shall pay ENGIE an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to ancillary services, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice.

Full Swing Transaction: Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit.

Contract Price: Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation (e.g. Congestion, Transmission) this Contract Price may include, if applicable, an Intermediary Fee, and includes all non-utility charges including energy, ancillary services, congestion, losses (including distribution and transmission losses (if applicable) incurred in connection with the delivery of energy to the meter at the Facilities/Accounts identified in Attachment A), and other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Hub to Zone Congestion Costs. The Contract Price does not include congestion costs for the delivery of electricity from the trading hub (where the electricity is purchased) to the load zone (where the Customer's facility is located). The applicable hub or zone shall be the hub or zone in which the Customer's delivery points reside. Congestion costs (or credits if negative) shall be adjusted for losses and passed through to the Customer according to the following formula: Congestion cost = load zone price - trading hub price; "price" is the ERCOT real time settlement price.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

ORDC Charges Included. The Contract Price for this product includes Operating Reserve Demand Curve charges.

Regulation Waiver. To the extent permitted by law, Customer hereby waives the Customer Protection Rules as specified in the Public Utility Commission of Texas Substantive Rules Section 25.471 et seq.

Applicability of Prompt Payment Act: This agreement is subject to the terms of the Prompt Payment Act for those entities that are a "governmental entity" under the Texas Government Code, Chapter 2251 PPA.

Payment Terms: Thirty (30) days.

IDR Meter Authorization: Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

ON-SITE CUSTOMER GENERATION: The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

"Intermediary Fee" means a fee included in the Contract Price that Customer agrees should be remitted to the energy broker/service provider Customer engaged, if any, in the selection of ENGIE as its electricity supplier.

"Post-Term Charge" means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic gain or loss it incurred thereby. Any gain or loss that ENGIE reasonably concludes is material shall be due to

Customer (if a gain) or due from Customer (if a loss). Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: CITY OF SEAGOVILLE	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.	

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	Patrick Harvey	Patrick Harvey	ENGIE Resources	Wire payments to: Mellon Bank Account Title: ENGIE Resources Account No. 8-086-282 For payment by check, please send to: ENGIE Resources P.O. Box 9001025 Louisville, KY 40290- 1025
STREET ADDRESS:	702 N HIGHWAY 175	702 N HIGHWAY 175	1990 Post Oak Blvd.	
CITY, STATE, ZIP:	SEAGOVILLE, TX, 75159	SEAGOVILLE, TX, 75159	Houston, TX 77056	
PHONE #:			1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:			custserv@na.engie.com	

*Required Information

Customer: CITY OF SEAGOVILLE
 Effective Date: 02/09/2017
 Agreement#: 1-AED4F5,1
 PR #: 1-AAHPY,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01-PT01
 Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	00000 @STREET LIGHTS STLG4	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720004404615	ERCOT_NM	06/01/2018	05/31/2023
2	200 W MALLOY BRIDGE RD	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005199664	ERCOT_BUS	06/01/2018	05/31/2023
3	15601 CLOVERHILL GRDL	DALLAS, TX 75253-5253	DALLAS	ONCOR	North Load Zone	10443720005323112	ERCOT_NM	06/01/2018	05/31/2023
4	00000 HEARD PARK GRDL 3	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005361861	ERCOT_NM	06/01/2018	05/31/2023
5	00000 @STREET LIGHTS STLG 1	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720006000518	ERCOT_NM	06/01/2018	05/31/2023
6	00702 N HIGHWAY 175 GRDL	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007170489	ERCOT_NM	06/01/2018	05/31/2023
7	3111 NHIGHWAY175SIGNS	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720009126164	ERCOT_BUS	06/01/2018	05/31/2023
8	1624 E FARMERS RD	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720009585302	ERCOT_BUS	06/01/2018	05/31/2023
9	510WSIMONDS RD	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005194549	ERCOT_BUS	06/01/2018	05/31/2023
10	405 ARD RD STOR WATER	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005268329	ERCOT_BUS	06/01/2018	05/31/2023
11	2006 CAIN ST UNIT TOWER	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005279675	ERCOT_BUS	06/01/2018	05/31/2023
12	900 E MALLOY BRIDGE RD SIGN	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007217556	ERCOT_BUS	06/01/2018	05/31/2023
13	500 MAY RD ODLT	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720008281259	ERCOT_BUS	06/01/2018	05/31/2023
14	700 E FARMERS RD	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005224805	ERCOT_BUS	06/01/2018	05/31/2023
15	311 VICKIE DR SEWR	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005252302	ERCOT_BUS	06/01/2018	05/31/2023
16	00000 STREET LIGHTS STLG	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007387250	ERCOT_NM	06/01/2018	05/31/2023
17	717 ARD RD	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007430247	ERCOT_BUS	06/01/2018	05/31/2023
18	114 HERITAGE BLDG LIFT	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007792358	ERCOT_BUS	06/01/2018	05/31/2023
19	STREET LIGHTS STLG	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720008321931	ERCOT_NM	06/01/2018	05/31/2023
20	101 N WATSON ST A	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720008431702	ERCOT_BUS	06/01/2018	05/31/2023
21	00000 @STREET LIGHTS STLG 2	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720004404491	ERCOT_NM	06/01/2018	05/31/2023
22	2700 KLEBERG RD	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005195200	ERCOT_BUS	06/01/2018	05/31/2023

Customer: CITY OF SEGOVILLE
 Effective Date: 02/09/2017
 Agreement#: 1-AED4F5,1
 PR #: 1-AAHPY,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01-PT01
 Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
23	101 NWATSONSTBLDG	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005199633	ERCOT_BUS	06/01/2018	05/31/2023
24	205 JOHNSON ST SEWR LIFT	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005201524	ERCOT_BUS	06/01/2018	05/31/2023
25	1717 N HIGHWAY 175 DEPT FIRE	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005224681	ERCOT_BUS	06/01/2018	05/31/2023
26	02416 N HIGHWAY 175	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005257944	ERCOT_BUS	06/01/2018	05/31/2023
27	1717 N HIGHWAY 175 GRDL	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005434277	ERCOT_NM	06/01/2018	05/31/2023
28	405 ARD RD GRDL	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005438493	ERCOT_NM	06/01/2018	05/31/2023
29	00000 @STREET LIGHTS STLG5	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720004404522	ERCOT_NM	06/01/2018	05/31/2023
30	00400 W MALLOY BRIDGE RD	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005199509	ERCOT_BUS	06/01/2018	05/31/2023
31	1801 N HIGHWAY 175	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005224619	ERCOT_BUS	06/01/2018	05/31/2023
32	1717 N HIGHWAY 175 BLDG	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005224712	ERCOT_BUS	06/01/2018	05/31/2023
33	700 MAY RD PARK 3	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005273506	ERCOT_BUS	06/01/2018	05/31/2023
34	1400 E MALLOY BRIDGE RD SIGN	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007217587	ERCOT_BUS	06/01/2018	05/31/2023
35	2519 SHANNON RD	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007291212	ERCOT_BUS	06/01/2018	05/31/2023
36	790 W SIMONDS RD ODLT	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720008720405	ERCOT_BUS	06/01/2018	05/31/2023
37	701 E MALLOY BRIDGE RD SIGNL	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720009679877	ERCOT_BUS	06/01/2018	05/31/2023
38	2403 CLOVERHILL LN GRDL	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005367286	ERCOT_NM	06/01/2018	05/31/2023
39	01330 W MALLOY BRIDGE GRDL	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005387963	ERCOT_NM	06/01/2018	05/31/2023
40	208 N KAUFMAN ST SIGN	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007961919	ERCOT_BUS	06/01/2018	05/31/2023
41	00000 @STREET LIGHTS STLG 3	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720004404584	ERCOT_NM	06/01/2018	05/31/2023
42	410WASHINGTON STSEWR LIFT	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005199044	ERCOT_BUS	06/01/2018	05/31/2023
43	1330 E MALLOY BRIDGE RD	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005243467	ERCOT_BUS	06/01/2018	05/31/2023
44	700 MAY RD PARK 2	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005273537	ERCOT_BUS	06/01/2018	05/31/2023
45	1801 N HIGHWAY 175 GRDL	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005381298	ERCOT_NM	06/01/2018	05/31/2023
46	01330 MALLOY	SEGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720006466169	ERCOT_BUS	06/01/2018	05/31/2023

Customer: CITY OF SEAGOVILLE
 Effective Date: 02/09/2017
 Agreement#: 1-AED4F5,1
 PR #: 1-AAHPY,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01-PT01
 Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
47	01330 W MALLOY BRIDGE REAR	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720006523178	ERCOT_BUS	06/01/2018	05/31/2023
48	1150 BOWERS RD SEWR LIFT	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007754383	ERCOT_BUS	06/01/2018	05/31/2023
49	405 1/2 N KAUFMAN ST	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007962570	ERCOT_BUS	06/01/2018	05/31/2023
50	00000 HEARD PARK GRDL 1	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720008613539	ERCOT_NM	06/01/2018	05/31/2023
51	105 N KAUFMAN ST	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720009412790	ERCOT_BUS	06/01/2018	05/31/2023
52	00304 E FARMERS RD	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005215567	ERCOT_BUS	06/01/2018	05/31/2023
53	1801 N HIGHWAY 175A	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005224650	ERCOT_BUS	06/01/2018	05/31/2023
54	700 E FARMERS RD GRDL	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720005396736	ERCOT_NM	06/01/2018	05/31/2023
55	1330 E MALLOY BRIDGE RD	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720006655548	ERCOT_BUS	06/01/2018	05/31/2023
56	600 N HIGHWAY 175 STLG	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720007607099	ERCOT_BUS	06/01/2018	05/31/2023
57	101 N WATSON ST SIRN	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720008384303	ERCOT_BUS	06/01/2018	05/31/2023
58	600 N HIGHWAY 175 DEPT POLIC	SEAGOVILLE, TX 75159-5159	DALLAS	ONCOR	North Load Zone	10443720008423788	ERCOT_BUS	06/01/2018	05/31/2023

Contract Price (\$/KWh):	0.03769
Post Term Charge (\$/Kwh):	0.013

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: North Load Zone

Month	Year	MWh
Jun	2018	153,19
Jul	2018	170,86
Aug	2018	165,87
Sep	2018	150,35
Oct	2018	142,89
Nov	2018	121,38
Dec	2018	130,96
Jan	2019	131,26
Feb	2019	115,02
Mar	2019	123,61
Apr	2019	122,43
May	2019	132,85
Jun	2019	153,19
Jul	2019	170,86
Aug	2019	165,87
Sep	2019	150,35
Oct	2019	142,89
Nov	2019	121,38
Dec	2019	130,96
Jan	2020	131,26
Feb	2020	119,01
Mar	2020	123,61
Apr	2020	122,43
May	2020	132,85
Jun	2020	153,19
Jul	2020	170,86
Aug	2020	165,87
Sep	2020	150,35
Oct	2020	142,89
Nov	2020	121,38
Dec	2020	130,96
Jan	2021	131,26

Customer: CITY OF SEAGOVILLE
 Effective Date: 02/09/2017
 Agreement#: 1-AED4F5,1
 PR #: 1-AAAHPY,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Delivery Point: North Load Zone

Feb	2021	115.02
Mar	2021	123.61
Apr	2021	122.43
May	2021	132.85
Jun	2021	153.19
Jul	2021	170.86
Aug	2021	165.87
Sep	2021	150.35
Oct	2021	142.89
Nov	2021	121.38
Dec	2021	130.96
Jan	2022	131.26
Feb	2022	115.02
Mar	2022	123.61
Apr	2022	122.43
May	2022	132.85
Jun	2022	153.19
Jul	2022	170.86
Aug	2022	165.87
Sep	2022	150.35
Oct	2022	142.89
Nov	2022	121.38
Dec	2022	130.96
Jan	2023	131.26
Feb	2023	115.02
Mar	2023	123.61
Apr	2023	122.43
May	2023	132.85

Customer: CITY OF SEAGOVILLE
Effective Date: 02/09/2017
Agreement#: 1-AED4F5,1
PR #: 1-AAHPY,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature:

Print Name:

Customer, please check this box if your accounts are tax exempt.
If tax exempt, please send your tax exemption certificates to custserv@na.engie.com
We cannot apply the tax exemption until we receive your certificates.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO PURCHASE ELECTRICITY BY NEGOTIATING THE LOWEST POSSIBLE PRICE BASED ON A PER KILOWATT HOUR AND CHARGE FOR ALL MUNICIPAL RELATED SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has needs to purchase electricity for operation of public safety, traffic control, lighting, and other municipal related public purposes; and,

WHEREAS, the purchase price of electricity is based on a per kilowatt hour charge and exempt from competitive bidding under state law; and

WHEREAS, the cost of electricity is constantly fluctuating due to price based on commodity of natural gas prices; and

WHEREAS, staff has provided an analysis of electricity providers pricing strategies over a 12 to 60 month period; and

WHEREAS, this comparison reveals the ENGIE company provides the best rate over the comparison period; and

WHEREAS, the City Manager and the municipality have a limited opportunity to make an election to select a favorable per kilowatt hour charge under such market conditions; and

WHEREAS, the City Manager, is authorized to execute an appropriate contract with the ENGIE utility provider for a per kilowatt hour charge for use of electricity for municipal purposes as approval by City Council.

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

SECTION 1. The City Manager is authorized, on behalf of the City of Seagoville, to sign the contract purchasing electricity from ENGIE on a per kilowatt unit pricing.

SECTION 2. The City Council approves the purchase of electricity from ENGIE Company beginning June 1, 2018 through May 31, 2023 at a rate of \$0.03769.

SECTION 3. This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY ORDERED by the City Council of the City of Seagoville, Texas the 20th day of March, 2017.

APPROVED:

Dennis K. Childress Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Agenda Item: 10

Meeting Date: March 20, 2017

Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 21, "Building Regulations" by repealing and replacing Article 21.08, "Fences", in its entirety and replacing with a new Article 21.08, "Fences", Sections 21.08.001 through 21.08.018, adding definitions, permissible types, permissible locations, required maintenance, and required building permits (Community Development)

ITEM DESCRIPTION:

This ordinance is intended to repeal and replace the existing fence requirements in the Code of Ordinances.

BACKGROUND OF ISSUE:

June 6, 2016 was the first reading of this ordinance. At that time council tabled it. Suggestions that were made by council have been incorporated into the document. Staff and the city attorney have also reviewed and made some other minor text changes.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Proposed Ordinance
June 6, 2016 City Council Meeting Minutes

THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 21, "BUILDING REGULATIONS" BY REPEALING ARTICLE 21.08 "FENCES", IN ITS ENTIRETY AND REPLACING WITH A NEW ARTICLE 21.08, "FENCES", SECTIONS 21.08.001 THROUGH 21.08.018; ADOPTING DEFINITIONS AND RULES GOVERNING THE TYPES OF FENCES WHICH MAY BE BUILT IN THE CITY; PROVIDING RULES CONCERNING THE PERMISSIBLE LOCATIONS OF FENCES IN THE CITY; PROVIDING FOR MAINTENANCE OF FENCES; AND PROVIDING THE CITY AUTHORITY TO ISSUE PERMITS FOR THE CONSTRUCTION OF FENCES; PROVIDING FOR OFFENSE AND PENALTIES OF A FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING FOR APPLICATION FOR APPEAL; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after review of the current Article 21.08 relating to fences in the City, staff determined the provisions contained therein were outdated, vague and in need of revision; and

WHEREAS, to remedy this issue, staff drafted a proposed new fence ordinance providing for updated regulations and clarifying the regulations set forth in said Article; and,

WHEREAS, after discussion and consideration the City Council desires to accept the staff's recommendation to repeal Article 21.08 in its entirety and replace with a new Article 21.08 to provide for fences within the City.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Chapter 21, "Building Regulations" by repealing Article 21.08 "Fences", in its entirety and replacing with a new Article 21.08, "Fences", which shall read as follows:

"Article 21.08 FENCES

Division 1. Generally

Sec. 21.08.001 Purpose of Article

The purpose of the Article is to regulate the construction, erection, enlargement, alteration and maintenance of all fences within the boundaries of the city in order to provide a practical safeguarding of life, health and property from hazards that may arise

from improper construction of such installations. However, the Article and the provisions of the Article shall not apply to fences erected or maintained in districts within the city which are zoned (AG) agricultural use, which has an Agricultural exemption of said property and which is being used for agricultural purposes, unless the provision is specifically made to apply to the Agricultural Zoning District.

Sec. 21.08.002 Fence Definitions

For the purpose of the Article, the following terms, phrases, words and derivations shall have the meanings set forth below.

Adjacent grade. The slope of property where it abuts to another property, alley or roadway.

Building lines. A building line established by the city's zoning ordinance for which a building setback is required for front yards, side yards, rear yards and corner lots where there are two front yards.

Corner lot. A lot situated at the junction of two (2) or more private or dedicated public streets.

Decorative. A fence designed and constructed so as to add beauty and adornment to the property to which is attached and providing service only. Such term does not include a full-service fence designed to restrain or contain house animals or designed for property protection or for other purposes. (See Decorative Design in the Article)

Decorative design fence for residential. Wrought iron, vinyl, wood or a combination of wrought iron with rock, brick or stone columns for accent purposes. Fence must be no higher than forty-two (42") inches in height and 50% open. Fence must be of new material and be approved by the Building Official. A site plan may be required. A four (4') foot gate minimum will be required for Fire Department access.

Decorative Design fence for commercial properties. Wrought iron, vinyl, or a combination of wrought iron with rock, brick, or stone columns for accent purposes. Fence must be no higher than five (5') feet in height and 50% open. Fence must be of new material and be approved by the Building Official. A site plan and survey may be required. A four (4') foot gate, and if a fire lane is required for the property, a twenty-four (24') foot wide gate will be required to open the full width of the fire lane. A Knox Box or a Knox Lock will be required per the International Fire Code Section 506.1. Decorative design fence for commercial properties located on corner lots shall comply with number (3) under Visibility Triangle herein to comply with traffic visibility requirements.

Decorative design fence for areas zoned AG. Wrought iron, vinyl, wood or a combination of wrought iron with rock, stone, columns for accent purposes. Fence must be no higher than six (6') feet in height and fifty percent (50%) open. Fence must be of new material and approved by the City's Building Official. The decorative gate may be allowed to be taller up to a height of ten (10') feet, if a cross bar is attached it must have height

clearance of fourteen (14') feet and twenty-four (24') feet in width for Fire Department access.

Fence. Any wall or structure more than eighteen inches (18") in height constructed for the purpose of enclosing, screening, restricting access to, or decoration of any lot, building or structure.

Front yard. An open space extending in front of the building line unoccupied by the principal structure.

Interior and/or Infield lots. A lot located within the interior of the block; not a corner lot.

Rear yard. A space unoccupied by the principal structure extending for the full width of the lot between a principal structure and the rear lot line.

Reverse frontage corner lot. A corner lot where the rear lot line is adjacent to a side lot line of an adjoining lot or across an alley from such a lot line.

Screening fence. A screening fence shall be six (6') feet in height and made of approved materials such as brick, rock, stone, decorative block, block with stucco or cedar. Screening fences shall be used to separate commercial, industrial and manufacturing from residential properties if within 150 feet and for screening of non-residential sanitary waste receptacles. See Visual Screening Fence, Section 21.08.007

Side yard. An open unoccupied space on the same lot extending from the front yard to the rear yard.

Street. For this purpose of the Article, a street shall refer to a public or private street.

Visibility triangle.

(1) Residential developments or infield lots with rear or side entry access to a garage or a carport, a visibility triangle shall be measured ten (10') feet from the corner of the property line, in both directions, and shall be provided on both sides of the drive; In accordance with 25.02.509 (a)(1) Chapter 25 zoning ordinance.

(2) On commercial corner lot with a street to the front or the side, a visibility triangle shall be measured at forty (40') feet from the corner of the property line in both directions.

(3) No fence shall be erected or maintained which obstructs traffic visibility at corners.**Sec.**

21.08.003 Permitted Types

(a) The following types of fences may be built, erected or constructed within the city provided they comply with the definitions provided in Section 21.08.002 and meet the following requirements of this Article.

- (1) Wood privacy fence
- (2) Wood split rail fence
- (3) Vinyl fence

- (4) Brick or masonry fence
- (5) Rock or stone fence
- (6) Decorative fence
- (7) Cementitious fence panels
- (8) Wrought iron fence
- (9) Wrought Iron combination fence with rock, stone or brick
- (10) Visual screening fence (items listed within this section)
- (11) Pipe rail fence is only allowed on lots measuring (five (5) acres or more) and zoned AG, or for which an AG exemption has been granted by the Dallas County Appraisal District or the Kaufman County Appraisal District.
- (12) Barbed wire fence is only allowed on lots zoned AG, or for which an AG exemption has been granted by the Dallas County Appraisal District or the Kaufman County Appraisal District.
- (13) Mesh wire fence may be used only with pipe rail or barbed wire fence on lots zoned AG, or for which an AG exemption has been granted by the Dallas County Appraisal District or the Kaufman County Appraisal District only.
- (14) Chain link fence will only be permitted in areas zoned Light Manufacturing, and can only be installed to the rear of the front building line, for security purposes. The rear fence shall not exceed eight (8') feet in height. Existing chain link fences installed prior to March 2017 may be replaced if damaged, only if the replacement is made within ninety (90) days of the date the fence was damaged.

(b) Products manufactured for other uses, such as plywood, pallets, r-panels, corrugated steel or fiberglass panels are prohibited as fencing materials. Any material to be used for fencing must be approved by the Building Official.

Sec. 21.08.004 Fence Locations

(a) No person shall build, erect or construct any fence in front of the required building line of any residence located on a lot zoned for single-family, duplex, apartment, townhouse or mobile home subdivision uses listed under the Comprehensive Zoning Ordinance of the city, unless such fence design meets the decorative design fence for residential as provided in Sec. 21.08.002 above.

(b) Fences existing prior to March 2017 and located within the required front yard of an improved or unimproved lot located in a residential zoning district may be replaced or repaired by the property owner if damaged if the replacement is made within ninety (90) days of the date the fence was damaged.

(c) No person shall build, erect or construct any fence in front of any structure zoned office, commercial, local retail, light or heavy manufacturing property, unless such fence

meets the decorative design fence for commercial property as provided in Sec. 21.08.002 above.

(d) Corner lots in residential districts, and commercial districts shall comply with the decorative design fence as provided in Sec. 21.08.002. Corner lots for commercial districts shall comply with the decorative fence design for commercial properties.

(e) In a side yard on an interior lot, no fence shall be constructed at a height greater than eight (8') feet.

(f) In a rear yard for all property, no fence shall be constructed at a height greater than eight (8') feet.

Sec. 21.08.005 Fences Prohibited in Drainage Easements

No fence shall be constructed within any drainage easement in the city limits unless the property owner submits a certification under seal from a licensed engineer that such fence shall not interfere with or impair the natural flow of water across the drainage easement. The certification must be reviewed and accepted by the city's engineer. The applicant is responsible for 100% of the engineer's consultant fee as set forth in the City of Seagoville's Master Fee Schedule. Nothing herein shall absolve the property owner of responsibility should the fence interfere with or impair the natural flow of water across the drainage easement, nor shall the city's review of the same subject the city or its engineer to liability.

Sec. 21.08.006 Fences Prohibited in Utility Easements

No fence shall be constructed within any utility easement in the city limits unless the property owner submits a letter of approval from each of the public utility companies, including the City of Seagoville's Utilities Department, using or having authority to use said easement for any line of appurtenance.

Sec. 21.08.007 Visual Screening Fence

Unless otherwise specifically provided for in the Article, visual screening must be constructed and maintained in accordance with the following regulations:

- (a) Screening required in the Article must be not less than six (6') feet in height;
- (b) Required screening must be constructed of:
 - (1) Brick, stone, or concrete masonry, stucco, decorative block, or cedar;
 - (2) Earthen berm planted with turf grass or ground cover recommended for local use by the Directory of Water-Saving Plants and Trees for Texas. The berm may not have a slope that exceeds one (1') foot of height for every two (2') feet of width;

- (3) Evergreen plant material recommended for local area use by the Directory of Water-Saving Plants and Trees for Texas, published by the State Water Development Board. The plant material must be located in a bed that is at least three (3') feet wide with a minimum soil depth of twenty-four (24") inches. Initial plantings must be capable of obtaining a solid appearance within three (3) years. Plant material must be placed a maximum of twenty (24") inches on center over the entire length of the bed unless the Building Official approves an alternative planting density that a landscape authority certifies as being capable of providing a solid appearance within three (3) years; or

- (4) Any combination of the above.

(c) A required visual screening fence or wall may not have barbed wire at the top of the fence.

(d) A required visual screening fence or wall may not have more than ten (10") square inches of openings in any given square foot of surface.

(e) Access through required visual screening must be provided by a solid gate equaling the height of the screening. The gate must remain closed at all times except when in actual use.

(f) Plant materials used for required screening must be maintained in a healthy growing condition at all times. The property owner is responsible for the regular weeding, mowing of grass, irrigating, fertilizing, pruning, and other maintenance of all plantings as needed. Any plant that dies must be replaced with another living plant that complies with screening requirements within ninety (90) days after notification by the city, per Section 25.02.510 of the landscape ordinance.

(g) All required visual screening fencing of all types must be maintained in good repair and not allowed to deteriorate or otherwise fail to serve the purpose it was designed to fulfill.

Sec. 21.08.008 Residential and Commercial Developments Screening Walls

No screening wall, nor screening wall easement, shall be located on a public right-of-way. The Developer is required to provide a minimum three foot (3') "screening wall easement" for all screening walls, to be platted to the property owner, HOA or PID prior to release to construction. A Form Board Survey is required and shall be submitted to the City Engineer prior to installation.

No landscape screening wall, nor landscaped screening wall easement, shall be located on a public right-of-way. The Developer is required to provide a minimum ten (10') feet "landscaped screening easement" for all screening walls to be platted to the property owner, HOA or PID prior to release to construction. A survey is required and shall be submitted to the City Engineer prior to installation.

A commercial property owner, including a non-residential building (O) office, (LR) local retail, (C) commercial, (LM) light manufacturing and or (MH) heavy manufacturing shall provide visual screening complying with Section 21.08.007 and 21.08.008 for the rear and sides if it adjoins property lines with a residential district.

Sec. 21.08.009 Fence Requirements, Restrictions and Prohibitions

(a) Every fence constructed under the requirements of this article shall be required to have a four foot (4') opening or a gate which provides access to all sides and rear yards to the Fire Department in the event of an emergency.

(b) No privately owned fence or guide wires, braces or any other part of a privately owned fence shall be constructed upon or caused to protrude over property owned by the City of Seagoville, State of Texas or any other property owners.

(c) 4x4 Landscape timbers shall not be used as fence posts in any zoning district.

(d) All fences built, erected or constructed for "new construction" in an existing neighborhood or residential district will require Schedule 40 steel pipe "fence post(s)" and be buried to a depth of two feet (2') in concrete.

(e) All fences built, erected or constructed for "new subdivision development construction" will require Schedule 40 steel pipe fence post(s) and be buried to a depth of two feet (2') in concrete.

(f) Repair and Replacement of fences, six (6) or more panels in an "existing" neighborhood or residential district will require 4x4 treated wood, cedar or Scheduled 40 steel pipe "fence post(s)" and be buried to a depth of two feet (2') in concrete.

(g) No fence shall be constructed within the front yard or beyond the front building line unless it complies with Sec 21.08.004.

(h) In areas where the topography significantly slopes towards an adjacent grade such that six (6') foot fence as constructed does not equate to a six (6') foot fence, the Building Official may approve a waiver to the height requirements such that the effective height six (6') feet and level, consistent with the surrounding properties.

(i) Barbed wire, metal/wire livestock fencing not exceeding five (5') feet in height above adjacent grade shall be permitted within a front yard and side yard in an Agricultural (AG) Zoning District only. Heavy duty steel T-Post or steel pipe will be allowed, no wood post.

(j) Electric fences may be constructed only on property zones Agricultural (AG). Such fences may only be constructed with copper or aluminum fence wire. The wire shall be no less than 16 gauge wire, properly stretched and attached to uniform, straight posts not over ten (10') feet apart. Glass, plastic or porcelain insulators shall be used. Glass bottles shall not be used for insulation. Only one (1) electric fence wire shall be installed not less

than eighteen (18") inches nor more than thirty-six (36") inches from the ground and shall be located within the interior of the fence.

The charger unit for electric fences shall be factory design and manufactured with a UL-Approved seal designed for electric fence application only. The unit shall be attached in a secure manner to a post not less than twenty-four (24") inches from the ground. The fence charger shall be installed with a copper ground wire affixed to an approved ground rod. The charger may be either DC powered or AC powered. If AC powered, an electrical permit will be required to run ENT conduit underground to an approved location with a weather type box and a GFCI plug; extension cords are not allowed. The electric fence charger unit shall operate on one hundred fifteen (115) volt AC only with output power not to exceed twenty-four (24) volts DC current. The charger shall have a fuse provision so as to break the fuse if an overload is maintained.

On every one hundred (100') feet of an electric fence, a warning sign shall be affixed to the fence post or fence wiring, clearly reading "Electric Fence". The wording shall be in English and Spanish with one inch white letters on a red background.

Sec. 21.08.010 Fence Maintenance

(a) All fences shall be maintained in good condition by the owner of the property so as to comply with the requirements of this ordinance as adopted and as may be amended, and shall comply with the following requirements:

- (1) Fences, or any part thereof, shall not be out of vertical alignment.
- (2) Damaged, removed, rotted, or missing portions of a fence shall be replaced or repaired with comparable materials to the remaining portion of the fence within ten (10) days of the event causing the non-compliance.
- (3) Any and all vegetation shall be kept clear of fences and shall not be allowed to grow into a fence.
- (4) If replacing six (6) or more fence panels, a fence permit will be required.
- (5) Upon receipt of a permit to repair or replace six (6) or more fence panels and upon a new installation, existing wood posts shall be removed and shall be replaced with Schedule 40 steel pipe fence post(s).
- (6) The owner of any fence shall be responsible for the removal of all graffiti.

(b) It shall be a violation of this Article to fail to maintain a fence in good condition by failing to meet one of the above requirements, or by permitting a fence to continue to exist in a damaged, deteriorated or unaligned condition.

Sec. 21.08.011 Dilapidated Fence; Notice of Opportunity to Cure

(a) It shall be a violation of this Article to fail to maintain a fence in good condition, consistent with the minimum standards as adopted herein.

(b) A notice shall be served to the property owner informing of the violation of minimum standards and providing a written notice within ten (10) days from the date of the letter to correct the violation. Failure to timely correct the violation may result in the Code Official issuing a citation and/or proceeding under Chapter 214.001 of the TEXAS LOCAL GOVERNMENT CODE, relative to the repair or demolition of substandard structures.

(c) Nothing shall preclude the City from proceeding under both civil abatement and criminal proceedings.

Sec. 21.08.012 Inspection of New Fences

When any fence for which a permit has been issued under the Article is completed, it must be inspected. The building inspection department shall be notified within ten (10) days of completion of the fence. The building inspection department will issue a card of acceptance if the fence complies with the provisions of the Article or reject the fence if it does not comply and issue a notice to cure the deficiencies. Any deficiency noted must be completed within thirty (30) days unless the building inspection department grants an extension of additional thirty (30) days for good cause shown.

Sec. 21.08.013 Fence Permits Required; Fee; Application

- (a) A fence permit shall be required as set forth herein and shall be valid for a period of no longer than 180 days.
- (b) It shall be unlawful for any person to install or cause to be installed, or to permit any person to install a fence or to make any alterations, additions, or changes or a portion greater than five (5) panels, without first having procured a permit to do so. Any repair or maintenance must be done with similar materials. The permit fee required by this ordinance shall be provided for in the fee schedule under the City's Master Fee Schedule and shall be paid for prior to the issuance of the permit.
- (c) Should any person commence any work on the construction, erection or relocation of a fence for which a permit is required under the terms of this section prior to obtaining such permit, such fee shall be doubled at the time of application; provided, however, that the payment of such doubled fee shall not relieve any such person from full compliance with the requirements of the Article, nor shall it relieve such person from prosecution for failure to comply with the Article.
- (d) A site plan may be required showing the lot size, all improvements on the lot, and the proposed location of the fence to be constructed before a permit will be issued under the Article.
- (e) If a property owner elects to hire a fence contractor to erect a fence, the contractor will be required to be registered with the city.

(f) Application: The following information (in addition to the basic information on the city required permit form) must be included by the applicant when applying for a permit to erect a fence.

- (1) Type of fence (i.e., style, material and design);
- (2) Height of fence;
- (3) Show easements (i.e., utility, drainage etc.) including the width and length of easement; and,
- (4) Any requirement specifically provided in any other portion of the Article.

Sec. 21.08.014 Swimming Pool Enclosures and Safety Devices

(a) Swimming pool fences and enclosures shall comply with all applicable local, federal, state regulations and the International Swimming Pool Code as adopted and amended by the City.

(b) Pools owned, controlled or maintained by the owner of a multi-unit dwelling complex or a property owners association, as it exists and as it may be defined by Chapter 757 of the TEXAS HEALTH & SAFETY CODE, shall be governed by the standards, rules, and regulations set forth thereunder, as it exists and as it may be amended. However, should any new pools be built it would also need to comply with the International Swimming Pool Code as adopted by the City.

(c) It shall be a violation to fail to meet the minimum standards required for maintaining a swimming pool enclosure or safety device as set forth herein or the code adopted hereunder.

Sec. 21.08.015 Stop Work Orders

Upon notice from the Code Official, any work that is being done contrary to the provisions of this ordinance or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the Code Official shall not be required to give a written notice prior to stopping the work. Any person, who shall continue any work in or about the fence structure after having been served with a stop work order, shall be liable to a violation and penalties in accordance with this section of the Article.

Sec. 21.08.016 Work by Homeowner

Nothing contained in the Article shall prevent any person from actually building his own fence on his own residentially zoned property or premises, provided the property is occupied by him/her, as his/her homestead, that a permit is paid for and obtained, that the materials, equipment, and work be in strict accordance with the fence rules and

regulations of the Article, and the Building Official's approval can be obtained upon inspection in regular order. The property owner must actually perform the work; any person other than the property owner who is working on the fence must hold a registration with the city as a fence contractor.

Sec. 21.08.017 Offense and Penalties

(a) It shall be a violation of the Article to:

- (1) Fail to obtain a permit required herein;
- (2) Conduct any activity in violation of the provisions herein;
- (3) Fail to comply with any obligation to cure a deficiency or maintenance requirements set forth herein;
- (4) Use fencing materials other than as provided herein;
- (5) Construct a fence prohibited by the Article;
- (6) Fail to maintain a fence in good condition;
- (7) Fail to maintain a fence in proper alignment;
- (8) Or otherwise fail to comply with the provisions of this Article.

(b) Any owner, person, firm, corporation or business entity violating the Article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum of not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00). Unless otherwise specified, allegation and evidence of a culpable mental state is not required for proof of an offense committed herein. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur.

(c) Notwithstanding the foregoing, nothing herein shall preclude the City from proceeding with civil abatement of a dilapidated fence as provided herein.

Sec. 21.08.018 Application for Appeal

Any person directly affected by a decision of the Building Official or Code Official, or a notice issued under this code, shall have the right to appeal to the Board of Appeals known as the Board of Adjustment, herein referred to as the "Board", provided that written application for appeal is filed within twenty (20) days after the day the decision, or notice was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code is adequately satisfied by other means.

- (1) Notice of Meeting. The board shall meet upon notice from the Building or Code Official within twenty (20) days of the filing of an appeal, or at stated periodic

meetings. Notice of any meeting shall be given to the public in accordance with the Texas Open Meetings Act. All meetings shall be conducted in accordance with the Texas Open Meetings Act.

- (2) Open Hearing. All hearings before the board shall be open to the public. The appellant shall, be given an opportunity to be heard.
- (3) Board Decision. The board shall, only by concurring vote of a majority of those present, either modify the order of the official, enforce the recommendations of the Building or Code Official, or reverse the decision of the Building or Code Official. Board decision is final.
- (4) Stays of Enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Board.”

SECTION 2. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 3. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Five Hundred Dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 5. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the City of Seagoville Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. This Ordinance shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE,
TEXAS THIS 20th day of March, 2017.**

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the company and the ACSC's legal counsel.

ITEM 3. Following a discussion, Councilmember Hernandez made a motion, seconded by Councilmember Epps, to approve Resolution No. 37-R-16 authorizing a Memorandum of Agreement by and between the City of Seagoville and Gastonia-Scurry Special Utility District to engage in the planning process for the construction and installation of a water utility line and various improvements to both the City of Seagoville and the Gastonia-Scurry Water Systems for the purpose of purchasing, storing, and transporting potable water from Dallas Water Utilities through the City of Seagoville and to Gastonia-Scurry customers; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date. A vote was cast 5 for, 0 against.

ITEM 4. Received presentation from Community Development Director Ladis Barr regarding street projects.

ITEM 5. Mayor Childress nominated Councilmember Fruin as Mayor Pro Tem for 2016-2017 and Councilmember Epps nominated Councilmember Hernandez. Votes were cast. Councilmember Fruin received 0 votes; Councilmember Hernandez received 5 votes. Councilmember Hernandez receiving the majority of votes was named Mayor Pro Tem for 2016-2017.

ITEM 6. Following a discussion, Mayor Pro Tem Hernandez made a motion, seconded by Councilmember Magill, directing Staff to prepare an Ordinance based on the draft ordinance presented regarding Chapter 21, Article 21.08, Fences to include the following amendments: posts must be 4X4 Pressure Treated or Cedar; Scheduled 401 Posts for barbed wire and similar type fencing; and update the dates reflected. A vote was cast 4 for, 1 against (Howard).

ITEM 7. Following a discussion, Councilmember Epps made a motion, seconded by Councilmember Howard, directing staff to hold a Movie in the Park event in September this year. A vote was cast 5 for, 0 against.

ITEM 8. COUNCILMEMBER REPORTS. No reports.

ITEM 9. CITIZEN COMMENTS.

Jill Davis, 2256 Dunlow, Dallas, TX – commented on donation boxes; requested the City Council reconsider the ordinance passed banning and rewrite to provide restrictions that would allow; funds raised for charities using the boxes; and reduces items going to landfill.

Regular Agenda Item: 11

Meeting Date: **March 20, 2017**

Receive Councilmember Reports/ Items of Community Interest

ITEM DESCRIPTION

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

BACKGROUND OF ISSUE:

FINANCIAL IMPACT:

RECOMMENDATION:

EXHIBITS:

Regular Agenda Item: 12

Meeting Date: March 20, 2017

Receive Citizen Comments

ITEM DESCRIPTION

Receive Citizen Comments – Citizens may speak 6 minutes each on any matter not on the agenda, other than personnel matters or matters under litigation. The council may not discuss these items, but may respond with factual data or policy information, or place the item on a future agenda. Those wishing to speak shall submit a Speaker Request Form to the City Secretary.

BACKGROUND OF ISSUE:

FINANCIAL IMPACT:

EXHIBITS

Regular Session Agenda Item: 13

Meeting Date: March 20, 2017

Future Agenda Items

ITEM DESCRIPTION

Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

BACKGROUND OF ISSUE:

FINANCIAL IMPACT:

EXHIBITS