



City of Lewisville, TX

City Council

Agenda

151 W Church Street
Lewisville, Texas 75057

Monday, August 19, 2019

6:30 PM

Council Chambers

Call to Order and Announce Quorum is Present

Workshop Session - 6:30 P.M.

***Items discussed during Workshop Session may be continued during the Regular Session after Reports if time does not permit holding or completing discussion of the item during Workshop Session.*

- A. [Discussion of Regular Agenda Items and Consent Agenda Items](#)
- B. [Overview of the Police Physical Fitness Program](#)

Regular Session - 7:00 P.M.

- A. **Invocation: Mayor Pro Tem Troyer**
- B. **Pledge to the American and Texas Flags: Councilmember Jones**
- C. **Proclamation**

[Declaring the First Full Week in September 2019 as “Payroll Week”](#)

D. Public Hearings

- 1. [Public Hearing: Consideration of an Amendment to the Old Town Master Plan to Clarify Permitted Uses in the Central Core.](#)

ADMINISTRATIVE COMMENTS:

The Old Town Master Plan was adopted in 2003. In the sixteen years that have followed, significant changes and developments have occurred in Old Town, especially in the core area along Main Street and Church Street between Charles Street and Mill Street. In order to facilitate desired development in this core area, staff proposes more detailed and clear language regarding the type of uses that support the previously stated goal of pedestrian movement and activity. The

Planning and Zoning Commission recommended unanimous approval (7-0) on August 6, 2019.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS:

Richard E. Luedke, Planning Director

2. [Public Hearing: Consideration of an Ordinance Amending Chapter 17, Zoning, of the Lewisville City Code, by Amending Section 17-3, Definitions and Additional Use Regulations, to add a Definition for Professional Offices; Section 17-22.6, Old Town Center Business District Regulations, to Create a Subdistrict Within the District with Additional Restrictions on Height and a Subarea Within the Subdistrict with Additional Restrictions on Uses; and Section 17-29.5, "SUP" Special Use Permit, to Clarify the Transferability of an SUP.](#)

ADMINISTRATIVE COMMENTS:

Two issues which might impede the achievement of the goals for Old Town as set forth in the Old Town Master Plan and Big Move Number 3: Old Town, of the Lewisville 2025 Plan have recently attracted attention: 1) the extent of existing office uses on the ground floor in the core area and 2) the relatively low maximum building heights set in the core area. Staff is proposing amendments to the zoning ordinance to require special use permits (SUP) for ground floor office and similar uses in portions of the Old Town Center Business District (OTC), a definition for professional office, increased height limitations in portions of the OTC District, and clarifying that SUPs are transferable unless stated otherwise in the adopting ordinance. The Planning and Zoning Commission recommended unanimous approval (7-0) on August 6, 2019.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS:

Richard E. Luedke, Planning Director

E. Visitor/Citizens Forum

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

F. Consent Agenda

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

3. [APPROVAL OF MINUTES: City Council Minutes of the August 5, 2019, Workshop Session and Regular Session.](#)
4. [Approval of Administrative Policy 3.0 Finance - Section XI - Charity Care Services](#)

ADMINISTRATIVE COMMENTS:

Since 2015, the City of Lewisville has participated in a program to help recover losses incurred by the City when the Fire Department transports Medicaid and uninsured patients by ambulance. The funds are available through the Texas Ambulance Supplemental Payment Program, (TASPP) which is a federal program administered by the Texas Health and Human Services Commission. For the City to continue to recover any of the uncompensated care cost, the City must implement a charity care program as defined in the proposed policy.

RECOMMENDATION:

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

5. [Approval of a Professional Services Agreement with RJN, Inc. for an Amount Not to Exceed \\$794,000 for the Timber Creek Pump Station Interceptor Sewer Design; and Authorization for the City Manager to Execute the Agreement.](#)

ADMINISTRATIVE COMMENTS:

The Timber Creek Interceptor Sewer consists of approximately 8,400 linear feet of 36- and 42-inch steel and clay pipe that begins west of the Timber Creek Pump Station near Railroad Street, continuing along the north side of Timber Creek and ending on the east side of Business SH121 south of the intersection

of E. Southwest Parkway and has reached the end of its life cycle. According to as-built drawings, the Timber Creek Trunk Sewer was constructed in 1978. The professional services agreement includes condition assessment of the sanitary sewer using multi-sensor pipeline inspection (MSI) to determine recommended rehabilitation methods, conceptual (30%), preliminary (60%), final (90%) design, and construction (100%) drawings and specifications for approximately 8,400 LF of 36- and 42-inch sanitary sewer pipe, and surveying, geotechnical engineering services, and permitting services. Funding is available in the Timbercreek Capital Project.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above; and authorize the City Manager to execute the agreement.

6. [Approval of a Professional Services Agreement with RJN Group, Inc., Dallas, TX, in the Amount of \\$131,400 for Professional Engineering Services for Castle Hills-Condition Assessment for Sanitary Sewer & Water Distribution System; and Authorization for the City Manager to Execute the Agreement.](#)

ADMINISTRATIVE COMMENTS:

As the City prepares for the possibility of annexation of Castle Hills, a condition assessment and grading system of the wastewater collection and water distribution systems is necessary to understand the impact of taking on the maintenance and operations of this additional area. A Professional Services Agreement was previously approved by Council for the Facilities and Operations Assessment of Castle Hills, coupled with this PSA, staff will have a better understanding of what the City of Lewisville will be responsible for once the annexation is complete. The condition assessment for Castle Hills will give us a better understanding of the condition and locations of the water distribution and wastewater collection systems. Funding is available in the Castle Hills Annexation Analysis Project.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above; and authorize the City Manager to execute the agreement.

7. [Approval of an Amendment to the City Thoroughfare Plan to Change the Designation of a Segment of Lakepointe Drive from Corporate Drive to](#)

[IH 35E Northbound Frontage Road from a Principal Arterial 4-Lane Divided Roadway to a Collector 2-Lane Undivided Roadway.](#)

ADMINISTRATIVE COMMENTS:

The City of Lewisville's Master Thoroughfare Plan currently indicates Lakepointe Drive from Corporate Drive to IH 35E northbound frontage road as a Principal Arterial 4-Lane Divided (P4D - 100' ROW) roadway. However, this section of Lakepointe Drive only has 60-foot right-of-way and the abutting properties are in full built-out condition. The Transportation Board considered this item during the June 18, 2019 meeting and voted to recommend changing the designation of Lakepointe Drive from Corporate Drive to IH 35E northbound frontage road to a 2-lane undivided collector street with 60-foot right-of-way.

RECOMMENDATION:

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

8. [Approval of an Amendment to the City Thoroughfare Plan to Change the Designation of a Segment of Railroad Street from Corporate Drive to SH 121 Business from a Residential Street to a Collector 2-Lane Undivided Roadway.](#)

ADMINISTRATIVE COMMENTS:

The City of Lewisville's Master Thoroughfare Plan currently indicates Railroad Street from Corporate Drive to SH 121 Business as a local street. However, this section of Railroad Street is a 37-foot wide, 60-foot right-of-way roadway which serves the function of a collector street that connects to two major thoroughfares i.e. SH 121 Business and Corporate Drive. All the abutting properties are commercial and industrial properties. The Transportation Board considered this item during the June 18, 2019 meeting and voted to recommend changing the designation of Railroad Street from Corporate Drive to SH 121 Business to a 2-lane undivided collector street with 60-foot right-of-way.

RECOMMENDATION:

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

9. [Approval of an Amendment to an Agreement with Bolivar Bronze for Creation and Installation of a Bronze Sculpture in Wayne Ferguson Plaza;](#)

[and Authorization for the City Manager to Sign the Amendment.](#)

ADMINISTRATIVE COMMENTS:

City Council approved an agreement in July 2018 with Denton County artist David Iles (Bolivar Bronze) for creation and placement of a bronze sculpture in Wayne Ferguson Plaza. The sculpture is complete, but installation and dedication will not take place until October in order to accommodate schedules of Ferguson family members and project donors. The proposed amendment would change the payment schedule contained in the current Agreement.

RECOMMENDATION:

That the City Council approve an amendment to an agreement as set forth in the caption above; and authorize the City Manager to sign the amendment.

10. [Approval of Agreements for Ad Valorem Tax Billing and Collection Between the City of Lewisville and Denton County for Fiscal Year 2019-20; and Authorization for the City Manager to Execute the Agreements.](#)

ADMINISTRATIVE COMMENTS:

In Fiscal Year 1997-98, the City entered into an agreement with the Denton County Tax Assessor-Collector to bill and collect City ad valorem taxes. The City began using their services for the Josey Lane PID assessments in 2016 when assessments in this PID began. Services provided have been satisfactory and reliable. The contract rates for the new agreements are unchanged from the prior year. The contract rates per parcel will be \$1.00. Funding to cover this expenditure is proposed in the Finance Department General Fund and the Josey Lane PID Administration Fund 2019-20 budgets.

RECOMMENDATION:

That the City Council approve the agreements as set forth in the caption above, and authorize the City Manager to execute the agreements.

11. [Approval of a Resolution to Nominate Caliber Bodyworks of Texas, Inc. for Designation as a Single Texas Enterprise Project by the Governor's Office of Economic Development and Tourism in Accordance with Chapter 2303 of the Texas Government Code.](#)

ADMINISTRATIVE COMMENTS:

Caliber Bodyworks of Texas, Inc. has submitted a request to staff asking that the City Council consider a resolution to nominate them for designation by the Governor's Office of Economic Development and Tourism as a single Texas Enterprise Project. Nine years ago, the City of Lewisville adopted Ordinance No. 3792-08-2010 which established the city's participation in the Enterprise Zone Program. Since the adoption of that ordinance, the City of Lewisville may nominate up to 6 projects per biennium out of a total 105 statewide. As the first project application in Lewisville in 2019, the company's capital investment and job creation alone make them a great candidate for the Texas Enterprise Zone Program. For this State program, there is no fiscal impact to the City of Lewisville if Caliber Bodyworks of Texas is awarded the designation.

RECOMMENDATION:

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

G. Regular Hearings

12. [Consider Approval of a Preliminary Plat of Anthem 35 Addition With Six Associated Variances Related to Right-of-Way Widths, Alleys, Lot Width and Control of Access and Clear Vision Areas; Containing 250 Residential Lots and 11 Open Space Lots; on 32.417 Acres out of the Stephen Riggs Survey, Abstract Number 1088 and the W.M. Brown Survey, Abstract Number 63; Zoned Planned Development-Mixed Use \(PD-MU\); Located on the West Side of Summit Avenue On the North Side of the Kansas City Southern Railroad as Requested by Huffines Communities, the Property Owner/Developer.](#)

ADMINISTRATIVE COMMENTS:

Anthem 35 Addition is a portion of the Villages at Lewisville planned development which was intended to create a more urban density mixed-use development. The planned development allows this area to be a combination of townhomes and multi-family for a total of 700 dwelling units. The developer has worked with the city to reduce the density of the southern tract within the planned development to 250 units and only provide townhomes; however, to make townhomes work on the property, the developer is requesting six variances; a) to allow a 42-foot radius at cul-de-sac right-of-way; b) to allow a 45-foot public street right-of-way; c) to allow a 24-foot modified alley section with 24-foot right-of-way to allow for emergency access; d) to allow a water line under pavement; e) to allow reduced

lot width and reduced control of access for single-family lots; and f) to allow clear vision areas based on AASHTO standards. The Planning and Zoning Commission recommended unanimous approval (6-0) on July 2, 2019.

RECOMMENDATION:

That the City Council approve the preliminary plat and six associated variances as set forth in the caption above.

AVAILABLE FOR QUESTIONS:

Richard E Luedke, Planning Director
David Salmon, City Engineer

13. [Consideration of an Ordinance Amending Chapter 6, Land Development Regulations, of the Lewisville City Code, by Amending Section 6-182 Hotel, Motel, and Extended Stay Facilities, to Add Enhanced Architectural Materials as an Optional Item.](#)

ADMINISTRATIVE COMMENTS:

These amendments are proposed to remove the requirement for 80 percent masonry veneers and add this as an option for hotel developers to meet the hotel standards, where they must choose three items from a menu of five. Masonry materials help promote property values, energy conservation, reuse of structures, reinvestment in existing structures, community character and aesthetics.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS:

Richard E. Luedke, Planning Director

14. [Consideration of Acceptance of Resignation of Patricia Esselborn From Place No. 3 on the Old Town Design Review Committee \(OTDRC\); Declare a Vacancy Exists on the OTDRC; and Consideration of an Appointment to Place No. 3 on the OTDRC.](#)

ADMINISTRATIVE COMMENTS:

Patricia Esselborn has submitted her resignation from Place No. 3 on the OTDRC.

The City Council will need to declare a vacancy and consider a new appointment to fill this vacancy. Data sheets of applicants interested in serving on this Committee have been included for City Council review.

RECOMMENDATION:

That the City Council accept the resignation; declare a vacancy; and consider an appointment as set forth in the caption above.

H. Reports Reports about items of community interest regarding which no action will be taken.

* [Quarterly Investment Report from April 1, 2019 to June 30, 2019](#)

I. Return to Workshop Session if Necessary

J. Closed Session

In Accordance with Texas Government Code, Subchapter D,

- 1. Section 551.072 (Real Estate): Property Acquisition*
- 2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations.*

K. Reconvene into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.

L. Adjournment

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

The City will provide appropriate auxiliary aids and services, including sign language interpreters and assisted listening devices, whenever necessary to ensure effective communication with members of the public who have hearing, sight or speech impairments, unless doing so would result in a fundamental alteration of its programs or an undue financial burden. A person who requires an accommodation or auxiliary aid or service to participate in a City program, service or activity, should contact the sponsoring Department, or the Human Resource Department at 972-219-3450 or by Fax at 972-219-5005 as far in advance as possible but no later than 48 hours before the scheduled event.

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

I do hereby certify that the above notice of meeting of the City of Lewisville City Council was posted at City Hall, City of Lewisville, Texas in compliance with Chapter 551, Texas Government Code on _____, 2019 by _____ AM.

City Secretary



Physical Fitness Program



A group of Texas Department of Public Safety officers in tan uniforms and cowboy hats are saluting. The image is split vertically by a diagonal red and grey graphic. The left side is dark and blurry, while the right side is clear and shows the officers in detail.

Texas Dept. of Public Safety Fitness Wellness Unit

Captain Greg Davis
Lt. Michael Harper

Program Goals

Current Employees

- *Implement a physical fitness program to ensure that all officers have the physical capability to perform the essential functions of their position as a police officer*

New Hires

- *To assess candidates' physical ability to perform the essential functions of the position of a police officer*

Why a Physical Fitness Program



Physical fitness is having the physical readiness to perform the strenuous and critical physical tasks of the job. Physical fitness is a bona fide occupational qualification (BFOQ) of a police officer



Physical fitness is important to minimize health risks for health problems such as heart disease, stroke and obesity – all of which can affect job performance capabilities

Medical-Related Line of Duty Deaths - 2019



OFFICER DOWN MEMORIAL PAGE



REMEMBERING ALL OF LAW ENFORCEMENT'S HEROES

Life Scan Program Funded in 2019-20

“With a focus on early detection and treatment, LifeScan offers a thorough health examination as well as recommendations for achieving and maintaining a long term healthy lifestyle and managing medical risks to prevent fatalities”

LifeScan has identified illnesses that show no signs or symptoms:

- Heart Disease
- Cancer
- Aneurysms
- Stroke
- Diabetes
- And more



Lewisville Process

Conducted three tests for
validation purposes to
determine the minimum score

Fall 2019



June 2018 – Feb. 2019

Life Scan Exams

Lewisville Process

- After the Life Scan, officers will have a physical to obtain a release to test
 - Officers can choose to use Concentra (City's Occupational Health provider) at no out of pocket cost; or
 - Officers can use their own physician or the City's wellness center through their own health insurance
 - Officers who do not pass the physical will follow the provisions outlined in the Disability Management Directive

Testing



Officers will test the first quarter of 2020



If officer fails test, will be placed on Fitness Improvement Program (FIP) but will continue regularly assigned duties



FIP program – Officers are sent to the City's wellness clinic for nutritional counseling and are required to practice rowing weekly under the supervision of certified testing evaluators.

Failed Test

- If within 10 percentage points of passing, the Chief (in consultation with HR Director) may extend the FIP for one additional year
- Officer must retake and pass the test within that year or fall under the provisions of the City's Disability Management Directive
- If not within 10 percentage points of passing, the officer falls under the provisions of the City's Disability Management Directive

Physical Fitness Standard

- Currently set at 45%
- Each year the scores will be sent to DPS
- Next year's standard is based on current year scores

Incentive Program

Gold Standard

- 95-100%
- 12 Fitness Hours Leave

Silver Standard

- 86-94%
- 8 Fitness Hours Leave

Bronze Standard

- 80-85%
- 4 Fitness Hours Leave

Note: Hours do not carry over year to year and are not paid out upon termination

Incentives Based on Validation Tests

Gold Standard

- 2 Officers - 1%

Silver Standard

- 12 Officers - 8%

Bronze Standard

- 21 Officers - 14%



Proclamation

Whereas, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and,

Whereas, payroll professionals in Lewisville, Texas play a key role in maintaining the economic health in Lewisville, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

Whereas, payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and Whereas payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and,

Whereas, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and,

Whereas, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

Now, Therefore, I, Rudy Durham, Mayor of the City of Lewisville, Texas, do hereby proclaim the first full week in September, 2019 as:

“Payroll Week”

in the City of Lewisville, Texas and hereby give full support to the efforts of the people who work in Lewisville, Texas and of the payroll profession.

Proclaimed this the 19th day of August, 2019.

Rudy Durham, Mayor
City of Lewisville, Texas

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Director

DATE: August 19, 2019

SUBJECT: **Public Hearing: Consideration of an Amendment to the Old Town Master Plan to Clarify Permitted Uses in the Central Core.**

BACKGROUND

The Old Town Master Plan was adopted in 2003. In the sixteen years that have followed, significant changes and developments have occurred in Old Town, especially in the core area along Main Street and Church Street between Charles Street and Mill Street. As the economic climate changes, it is important to reexamine the Old Town Master Plan.

The plan's original language states:

The Central Core area has the potential to become a strong commercial center and a destination point for retail and entertainment activities. This will require the careful regulation of appropriate land uses as well as physical improvements for streetscapes and building facades. Maintaining the older architectural styles will be an important aspect of this effort. The lack of available parking will also be a hurdle that must be overcome for revitalization of the Central Core to work.

The core is becoming that strong commercial center referenced above. Streetscape improvements have been completed, the Old Town Design Review Committee ensures compatible architecture and additional public parking has been provided. The Main and Mill streetscape project will add even more public parking spaces and provide additional enhancements.

However, less progress has been made on regulation of appropriate land uses, in part because the market was still being proven. One recommendation for the Central Core is to “*Limit allowed land uses to those that compliment pedestrian movement such as small store retail, restaurants, and office uses.*” While some office is beneficial in a mixed-use area, as it provides a daytime population; too much office can stifle pedestrian activity. With a greater amount of space devoted to office uses, there is less space available for uses that engage the general public. While there may be a good daytime population, the attractiveness of office areas during evenings and weekends is lessened. This is the case for many office or employment districts in Lewisville and throughout the North Texas region.

In order to better compliment pedestrian movement, changes are proposed to page 38 of the 2003 Old Town Master Plan to make the language clear on the intent. The proposed modified

language is as follows:

“Limit allowed land uses to those that compliment pedestrian movement such as small store retail, restaurants, and office uses. To achieve maximum pedestrian movement and activity, the mixture of recommended uses should be balanced by limiting the ground floor occupancy of those that are typically closed on weekends, such as office uses, and encouraging their placement on the upper floors of buildings; particularly those fronting West Main Street between Mill Street and Charles Street.”

The proposed amendment to the Old Town Master Plan is in alignment with the recommendations of Big Move Number 3: Old Town, of the Lewisville 2025 Plan.

Please note that a public hearing with advertised notification is not required for plan adoption or plan amendments; however, this item is listed as a public hearing in order to gain additional public input.

The proposed amendments were presented to the Main and Mill Business Association on two occasions this year with many members voicing support.

The Planning and Zoning Commission recommended unanimous approval (7-0) on August 6, 2019.

RECOMMENDATION

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

**DRAFT EXCERPT OF THE MINUTES
PLANNING AND ZONING COMMISSION**

AUGUST 6, 2019

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 pm by Chairman James Davis.

Members present: William Meredith, John Lyng, MaryEllen Miksa, James Davis, Alvin Turner, Karen Locke, and Erum Ali.

Staff members present: Richard Luedke, Planning Director; Michele Berry, Planning Manager; June Sin, Planner; Jonathan Beckham, Planner.

Item 6:

Public Hearing – Plans and Zoning Text Amendments were next on the agenda. There were two items for consideration:

A. **Public Hearing:** Consider Amending the Old Town Master Plan

Staff gave a presentation of the proposed amendments and recommended approval. Chairman Davis then opened the public hearing. With no one coming forward to speak, the public hearing was then closed. Member William Meredith expressed his pleasure with the proposed amendments. Member MaryEllen Miksa asked for confirmation that any second-floor office uses would be ADA Complaint, which staff affirmed. A motion was made by William Meredith to approve Amending the Old Town Master Plan as presented. The motion was seconded by Erum Ali. The motion passed unanimously (7-0). Staff indicated that the item would appear before the Lewisville City Council on Monday, August 19, for a second public hearing and final decision.

B. **Public Hearing:** Consider Amending Chapter 17, Zoning, of the Lewisville City Code, by Amending Section 17-3, Definitions and Additional Use Regulations, to add a Definition for Professional Offices; Section 17-22.6, Old Town Center Business District Regulations, to Create a Subdistrict Within the District with Additional Restrictions on Height and a Subarea Within the Subdistrict with Additional Restrictions on Uses; and Section 17-29.5, “SUP” Special Use Permit, to Clarify the Transferability of an SUP.

Staff gave a presentation of the proposed amendments and recommended approval. Member Karen Locke asked how many stories a 75-foot maximum building height would be and if the K&W site in Old Town would be within the area with 75-foot height maximum. Staff answered that 75-foot was approximately five stories and confirmed the K&W site would be within the area with the 75-foot height maximum. Member John Lyng asked for additional information on nonconformities created and reoccupying existing office uses on ground floors. Staff explained existing offices could be re-occupied within 90 days by another office use without requiring a Special Use Permit.

Chairman Davis then opened the public hearing. With no one coming forward to speak, the public hearing was then closed. *A motion was made by William Meredith to approve the Amendments as presented. The motion was seconded by MaryEllen Miksa. The motion passed unanimously (7-0).* Staff indicated that the item would appear before the Lewisville City Council on Monday, August 19, for a second public hearing and final decision.

Existing industrial land uses would be encouraged to relocate to appropriately zoned areas.

This direction is one that will require a number years to effectively see the relocation of the existing industries. It is important to keep in mind that previously industrial zoned vacant land or vacated sites would be slower to develop over time than would vacant or underdeveloped land that lies outside or adjacent to the industrial area. Redevelopment of vacated industrial land must also deal with the potential of environmental issues that may have been generated by the previous occupants. While feasible, this particular direction may be more appropriate at some future point in time when redevelopment of adjacent properties has occurred or is occurring.

If this second direction is selected, there are specific street improvements that will be necessary to support area redevelopment. S. Kealy and S. Railroad Streets should be upgraded to current city street standards. With the change in land use, it would not be necessary to allow for heavy vehicle traffic as in the first option. However, with the potential for commercial uses and higher density residential development it would be critical to examine existing water and sanitary sewer capacities for the additional demand that would be placed on the system.

Central Core.

The Central Core area has the potential to become a strong commercial center and a destination point for retail and entertainment activities. This will require the careful regulation of appropriate land uses as well as physical improvements for streetscapes and building facades. Maintaining the older architectural styles will be an important aspect of this effort. The lack of available parking will also be a hurdle that must be overcome for revitalization of the Central Core to work.

The following are recommendations for improvements in the Central Core.

- Limit allowed land uses to those that compliment pedestrian movement such as small store retail, restaurants, and office uses. **To achieve maximum pedestrian movement and activity, the mixture of recommended uses should be balanced by limiting the ground floor occupancy of those that are typically closed on weekends, such as office uses, and encouraging their placement on the upper floors of buildings; particularly those fronting West Main Street between Mill Street and Charles Street.**
- Support existing businesses in the Central Core by constructing public parking lots for customer use. This will also serve to attract new businesses with higher parking demands such as restaurants.
- Adopt design standards for commercial structures to insure the continuation of the Old Town atmosphere.
- Expand the proposed streetscape improvements to those streets that surround the Core area, Church, Charles, Kealy and Elm Streets. Also provide streetscape improvements along North and South Mill Street.
- Encourage the rehabilitation of building facades in the Central Core. Support façade improvements with special funding programs through the Tax Increment Reinvestment Zone.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Director

DATE: August 19, 2019

SUBJECT: **Public Hearing: Consideration an Ordinance Amending Chapter 17, Zoning, of the Lewisville City Code, by Amending Section 17-3, Definitions and Additional Use Regulations, to add a Definition for Professional Offices; Section 17-22.6, Old Town Center Business District Regulations, to Create a Subdistrict Within the District with Additional Restrictions on Height and a Subarea Within the Subdistrict with Additional Restrictions on Uses; and Section 17-29.5, “SUP” Special Use Permit, to Clarify the Transferability of an SUP.**

BACKGROUND

As development continues in Old Town, concerns have been raised on two issues which might impede the achievement of the goals for Old Town as set forth in the Old Town Master Plan and the Lewisville 2025 Plan, Big Move Number 3: Old Town. These two issues include the amount of existing office uses on the ground floor in the core area and the relatively low maximum building heights allowed in the core area.

Existing Office Uses

Concerns have been raised from local business owners and the Main and Mill Business Association about the amount of first floor space that is occupied by office uses within the Old Town Center Business District (OTC). One of the goals of the Old Town Master Plan is to “Limit allowed land uses to those that compliment pedestrian movement such as small store retail, restaurants, and office uses.” While having office as part of a mix of uses is beneficial in a downtown, too much ground floor space devoted to office use can be a detriment to pedestrian movement and activity, as there is less space left for uses that draw the general public, such as retail, restaurant and entertainment uses.

In trying to achieve a balance of uses that help generate pedestrian traffic to activate the OTC District, a good rule of thumb is to not exceed approximately 25 percent ground floor office use. An analysis of existing ground floor uses in the Old Town Center District revealed 27 percent of ground floor space was currently used for offices. This is slightly higher then the desired range. Staff has also recently received inquires for additional office uses, including call-centers, in ground floor space in the OTC District. Staff proposes a requirement for a special use permit for ground floor office in the OTC District zoning in order to better balance uses to achieve the stated goals of the Old Town Master Plan.

Building Height

Concerns have been raised from possible developers that the current height limits do not allow for the types of mixed-use developments the city desires. The current building height was based on existing conditions; however, current market practices for larger mixed-use developments with structured parking require additional height in order to offset the increased development costs. The City has engaged in preliminary talks with several mixed-use developers who would need additional height for potential projects, although, the City still desires to protect the integrity of the historic core.

The solutions identified by staff are to require a special use permit (SUP) for ground floor office uses in the OTC District and to increase the height permitted in the district. These changes were presented in an open house format to all stakeholders in the Old Town Center District on June 6, 2019. In addition, Planning staff held one-on-one meetings with current office tenants that would be impacted by the SUP requirement. The Planning and Zoning Commission recommended unanimous approval (7-0) on August 6, 2019.

ANALYSIS

Requiring an SUP

As staff reviewed the variety of uses currently permitted in the Old Town Center Business District, it was identified that ‘Business or commercial schools’, ‘Clinic, medical and dental, and related professional offices’, ‘Day nurseries’, and ‘Professional offices’ should all be limited on the ground floor, particularly in the key area along Main Street, east of Charles Street and west of Mill Street.

In order to focus only on the target area along Main Street between Charles Street and Mill Street, a sub-area within the Old Town Center zoning district has been added based on this geographical area. This has been termed the Main Street Corridor Subarea. This allows the SUP regulation to be narrowly tailored to the area where the concern is greatest.

To provide better clarity in the use list, a definition has been added for professional offices. The proposed definition is “*any offices maintained and used as a place of business in which the primary purpose is not to sell or exchange goods or merchandise.*” This is a broad definition of office use.

Another concern raised was the transferability of SUPs. Currently, once an SUP is granted, the right to have the use can be transferred from the operator or owner of that use to another. Since the goal in Old Town is to maintain a desired level of office uses over time, staff has added a provision to the SUP ordinance that addresses the transferability of SUPs. The way the code is proposed, an SUP will be assumed to be transferable unless specifically stated otherwise in the approval ordinance. This would provide the Planning and Zoning Commission and City Council the opportunity to specify that the SUP is granted to the applicant and is not transferable. Under this scenario, if an SUP was granted for an office user and they wished to sell or re-tenant the property to a different office user, a new SUP would be required. This will allow assessment of market conditions at that time and the percentage of offices uses on the ground floor. This provision would apply to all SUPs in all zoning districts.

Increased Building Height

As Old Town Lewisville continues to attract investment, the desire for additional height on structures has become apparent. In order to meet this demand and allow for exciting mixed-use projects that promote the goals of Old Town Lewisville, additional height is needed. An increase to the maximum building height is proposed in the OTC District from 3 stories or 45 feet to 75 feet. This would match the Old Town Mixed Use 2 (OTMU2) District, which allows for a maximum height of 75 feet for commercial and multifamily structures. In the Old Town Master Plan, the proposed zoning map shows the OTC District surrounded by OTMU2 zoning.

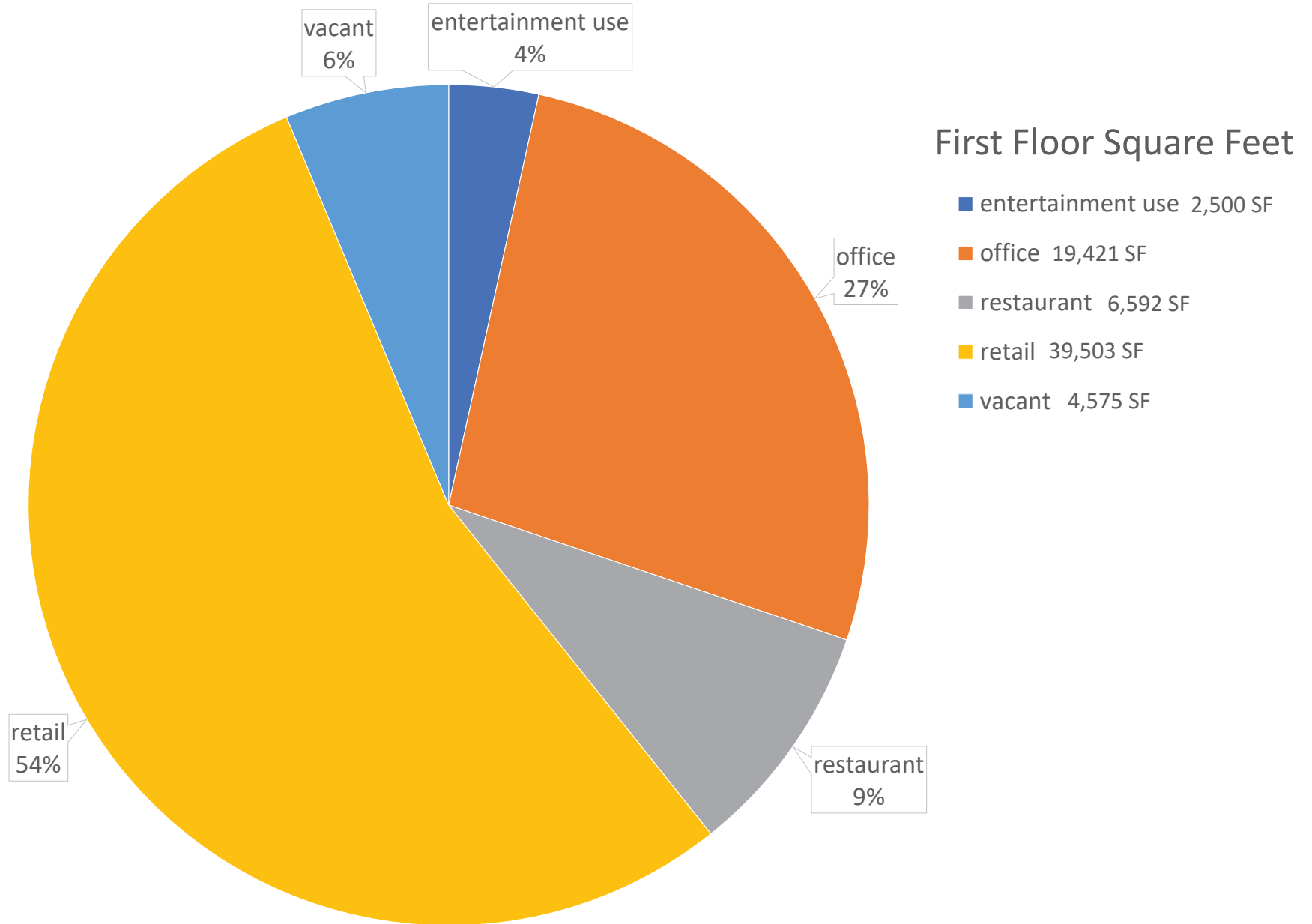
In order to protect the character of the most historic parts of Old Town, a sub-district was created, called the Plaza Sub-district. This subdistrict encompasses the same area as the Main Street Corridor Subarea plus properties fronting the south side of Church Street and the west side of Mill Street, as shown in the attached maps. This is considered the heart of Old Town Lewisville and where most of the historic buildings are located. In this area the maximum height will remain 3 stories or 45 feet.

RECOMMENDATION

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

Old Town Center

Percent of First Floor by Use







Old Town Center District

PROPOSED ZONING



Legend

-  Main Street Corridor Subarea
-  Plaza Subdistrict
-  OTC - Old Town Center Business
-  PU - Public Use



A horizontal number line is shown with major tick marks at 0, 50, 100, 200, 300, and 400. The word "Feet" is written at the right end of the line. A rectangular region is shaded between the 200 and 300 tick marks.

OLD TOWN CENTER BUSINESS DISTRICT AMENDMENTS



- Purpose: To achieve maximum pedestrian movement and activity, the mixture of recommended uses should be balanced by limiting the ground floor occupancy of those that are typically closed on weekends, such as office uses, and encouraging their placement on the upper floors of buildings; particularly those fronting West Main Street between Mill Street and Charles Street.
- OTC amendments key components:
 - Created Plaza Subdistrict consisting of all properties fronting West Main Street between Mill Street and Charles Street; properties fronting the south side of West Church Street between North Mill Street and North Charles Street, and properties fronting the west side of North Mill Street between West Main and West Church Street
 - Set building height limit at 45 feet for Plaza Subdistrict and 75 feet for rest of district
 - Created Main Street Corridor Subarea consisting of all properties with frontage on West Main Street between North Mill Street and North Charles Street
 - Requires SUP for ground floor business or commercial schools, medical and dental clinics, day nurseries and professional offices in the Main Street Corridor Subarea

**DRAFT EXCERPT OF THE MINUTES
PLANNING AND ZONING COMMISSION**

AUGUST 6, 2019

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 pm by Chairman James Davis.

Members present: William Meredith, John Lyng, MaryEllen Miksa, James Davis, Alvin Turner, Karen Locke, and Erum Ali.

Staff members present: Richard Luedke, Planning Director; Michele Berry, Planning Manager; June Sin, Planner; Jonathan Beckham, Planner.

Item 6:

Public Hearing – Plans and Zoning Text Amendments were next on the agenda. There were two items for consideration:

A. **Public Hearing:** Consider Amending the Old Town Master Plan

Staff gave a presentation of the proposed amendments and recommended approval. Chairman Davis then opened the public hearing. With no one coming forward to speak, the public hearing was then closed. Member William Meredith expressed his pleasure with the proposed amendments. Member MaryEllen Miksa asked for confirmation that any second-floor office uses would be ADA Complaint, which staff affirmed. A motion was made by William Meredith to approve Amending the Old Town Master Plan as presented. The motion was seconded by Erum Ali. The motion passed unanimously (7-0). Staff indicated that the item would appear before the Lewisville City Council on Monday, August 19, for a second public hearing and final decision.

B. **Public Hearing:** Consider Amending Chapter 17, Zoning, of the Lewisville City Code, by Amending Section 17-3, Definitions and Additional Use Regulations, to add a Definition for Professional Offices; Section 17-22.6, Old Town Center Business District Regulations, to Create a Subdistrict Within the District with Additional Restrictions on Height and a Subarea Within the Subdistrict with Additional Restrictions on Uses; and Section 17-29.5, “SUP” Special Use Permit, to Clarify the Transferability of an SUP.

Staff gave a presentation of the proposed amendments and recommended approval. Member Karen Locke asked how many stories a 75-foot maximum building height would be and if the K&W site in Old Town would be within the area with 75-foot height maximum. Staff answered that 75-foot was approximately five stories and confirmed the K&W site would be within the area with the 75-foot height maximum. Member John Lyng asked for additional information on nonconformities created and reoccupying existing office uses on ground floors. Staff explained existing offices could be re-occupied within 90 days by another office use without requiring a Special Use Permit.

Chairman Davis then opened the public hearing. With no one coming forward to speak, the public hearing was then closed. *A motion was made by William Meredith to approve the Amendments as presented. The motion was seconded by MaryEllen Miksa. The motion passed unanimously (7-0).* Staff indicated that the item would appear before the Lewisville City Council on Monday, August 19, for a second public hearing and final decision.

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL AMENDING CHAPTER 17, ZONING, OF THE LEWISVILLE CITY CODE, BY AMENDING SECTION 17-3, DEFINITIONS AND ADDITIONAL USE REGULATIONS, TO ADD A DEFINITION FOR PROFESSIONAL OFFICES; SECTION 17-22.6, OLD TOWN CENTER BUSINESS DISTRICT REGULATIONS, TO CREATE A SUBDISTRICT WITHIN THE DISTRICT WITH ADDITIONAL RESTRICTIONS ON HEIGHT AND A SUBAREA WITHIN THE SUBDISTRICT WITH ADDITIONAL RESTRICTIONS ON USES; AND SECTION 17-29.5, "SUP" SPECIAL USE PERMIT, TO CLARIFY THE TRANSFERABILITY OF AN SUP; PROVIDING FOR A REPEALER, SEVERABILITY, A PENALTY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Lewisville has determined that for the health, welfare and safety of its citizens certain amendments to the Lewisville City Code of Ordinances, Chapter 17, Zoning, are necessary.

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

SECTION 1. Chapter 17, Section 17-3, Definitions and Additional Use Regulations, is hereby amended by adding the following new definition:

Professional offices shall mean any offices maintained and used as a place of business in which the primary purpose is not to sell or exchange goods or merchandise.

SECTION 2. Chapter 17, Section 17-22.6, Old Town Center Business District Regulations, is hereby amended by deleting the current language and in its place inserting the following new language:

Sec. 17-22.6 - "OTC" Old Town Center Business District regulations.

- (a) *Use.* A building or premise shall be used only for office, retail and service uses which are primarily retail in nature including, but not limited to:
- (1) Retail establishments including but not limited to: bakeries; book, card, gift and stationary stores; building material sales; clothing; florists; grocery stores; and pet shops or others of a similar nature and subject to the following condition:
 - a. Temporary, portable outside display of merchandise is allowed on a daily basis but is limited to the area directly adjacent to the building occupied by the business and no more than five (5) feet from the building. A clear aisle shall be maintained for pedestrian access. Otherwise, no outside display or storage is permitted.
 - (2) Barber and beauty shops.
 - (3) Buildings and uses owned or operated by public governmental agencies.
 - (4) Business or commercial schools. (See Main Street Corridor Subarea for additional SUP requirements)
 - (5) Church worship facilities.
 - (6) Clinic, medical and dental, and related professional offices. (See Main Street Corridor Subarea for additional SUP requirements)
 - (7) Communication towers, accessory to the primary use, shall be located on a building and may extend a maximum of 15 feet above the building, but must be screened from view.
 - (8) Day nurseries. (See Main Street Corridor Subarea for additional SUP requirements)
 - (9) Dry cleaning and laundry services.
 - (10) Hotels, motels and inns.
 - (11) Professional offices. (See Main Street Corridor Subarea for additional SUP requirements)
 - (12) Restaurants.
 - (13) Video rental stores and movie theaters.
 - (14) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor,

smoke, noise, vibration or similar nuisance. Dwelling units of 850 square foot minimum size shall be allowed as an accessory use to retail businesses.

- (15) Non-accessory dwelling units of 650 square foot minimum size when located over a retail, restaurant or similar use on the first floor.
 - (16) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (17) Uses similar to the above mentioned permitted uses; provided activities conducted observe the requirements of all city ordinances.
 - (18) Bed and breakfast establishments (SUP required).
 - (19) Bar (SUP required).
 - (20) Hotels, motels and inns with rooms containing a cooktop or oven (SUP required).
- (b) *Height.* No building shall exceed a maximum height of seventy-five (75) feet excluding parapet walls except as outlined in the Plaza Subdistrict. Parapet walls shall have a maximum height of eight (8) feet.
- (c) *Area.*
- (1) *Size of yards.*
 - a. *Front yard.* The front facades of buildings shall be set at the front property line. However, a portion of the façade may be set back further in order to create a special entry court or restaurant seating.
 - b. *Side yard.* The façade of a building located on a lot that adjoins a side street shall be located at the property line.
- (d) *Plaza Subdistrict.*
- (1) *Boundaries.* The Plaza Subdistrict shall be comprised of the properties with frontage on West Main Street between North Mill Street and North Charles Street; properties fronting the south side of West Church Street between North Mill Street and North Charles Street; and properties fronting the west side of North Mill Street between West Main Street and West Church Street.
 - (2) *Height requirements.* The unique character of this subdistrict requires the following height requirements in addition to all requirements for the underlying district as outlined herein. Where there is a conflict, these provisions shall control.

- a. Buildings within the subdistrict shall not exceed a maximum height of three (3) stories or 45 feet, excluding parapet walls, which shall have a maximum height of eight (8) feet.

(3) *Main Street Corridor Subarea.*

- a. *Boundaries.* The Main Street Corridor Subarea shall be comprised of the properties with frontage on West Main Street between North Mill Street and North Charles Street.
- b. *Use requirements.* The unique character of this subarea requires the following specific requirements in addition to the height requirements of the Plaza Subdistrict and all requirements for the underlying district as outlined herein. Where there is a conflict, these provisions shall control.
 1. *SUP required.* A special use permit shall be required for the following uses on the first floor of a building within the subarea:
 - i. Business or commercial schools;
 - ii. Clinic, medical and dental, and related professional offices;
 - iii. Day nurseries; or
 - iv. Professional offices.

SECTION 3. Chapter 17, Section 17-29.5, “SUP” Special Use Permit, subsection (f)(2)

is hereby amended by deleting the current language and in its place inserting the following new language:

- (2) Unless otherwise expressly stated in an ordinance granting a special use permit, a special use permit shall be transferable from one owner or occupant of the subject property to a new owner or occupant of the subject property; provided that, upon transfer, all regulations and conditions of the SUP shall remain in effect and shall be applicable to the new owner or occupant of the property.

SECTION 4. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are here by repealed.

SECTION 5. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION 6. PENALTY. Any person, firm or corporation who violates any provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the municipal court, shall be subject to a fine of not more than \$2,000.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

SECTION 8. EMERGENCY. It being for the public welfare that this ordinance be passed creates an emergency and public necessity and the rule requiring this ordinance be read on three separate occasions be, and the same is hereby, waived and this ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

ORDINANCE NO. _____

Page 6

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF
_____, 2019.**

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

LEWISVILLE CITY COUNCIL

REGULAR SESSION

AUGUST 5, 2019

Present:

Rudy Durham, Mayor

Council Members:

TJ Gilmore

Bob Troyer, Mayor Pro Tem

R Neil Ferguson, Deputy Mayor Pro Tem

Kristin Green

Brandon Jones

City Staff:

Donna Barron, City Manager

Eric Ferris, Deputy City Manager

Claire Powell, Assistant City Manager

Melinda Galler, Assistant City Manager

Julie Worster, City Secretary

Lizbeth Plaster, City Attorney

WORKSHOP SESSION – 6:30 P.M.

With a quorum of the Council Members present, the workshop session of the Lewisville City Council was called to order by Mayor Durham at 6:30 p.m. on Monday, August 5, 2019, in the City Council Conference Room of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas. All City Department Heads were in attendance.

Discussion of Regular Agenda Items and Consent Agenda Items

(Agenda Item A)

Mayor Durham reviewed Agenda Item A, Invocation. There was no discussion on this item.

Mayor Durham reviewed Agenda Item B, Pledge to the American and Texas Flags. There was no discussion on this item.

Mayor Durham reviewed Agenda Item C-1, Public Hearing: Consideration of a Resolution Authorizing the Adoption of the Community Development Block Grant 2019 Annual Action Plan; Authorization for the City Manager to Submit the Plan to the U.S. Department of Housing and Urban Development; and Acknowledgement of Receipt of the Recommended FY 2019-2020 City Social Service Agency Fund Budget of \$170,000 from the CDBG Advisory Committee. There was no discussion on this item.

WORKSHOP SESSION – 6:30 P.M.

**Discussion of Regular Agenda Items and
Consent Agenda Items (cont'd)**

(Agenda Item A)

Mayor Durham reviewed Agenda Item C-1, Public Hearing: Consideration of an Ordinance Granting a Special Use Permit (SUP) Request for an Auto Auction Facility on 41.059 Acres Zoned Light Industrial (LI), Located at 1836 Midway Road, Further Identified as Metro Auto Auction Dallas Addition, Lot 1R, Block A, as Requested by Buckeye 59, the Property Owner. (Case No. SUP-2014-05-01) There was no discussion on this item.

Mayor Durham reviewed Agenda Item C-2, Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for a Contractors Yard; on Approximately 2.4718 Acres, Legally Described as Lot 1, Block C, Riverview Industrial Addition, Located at 1620 Riverview Drive, Zoned Heavy Industrial District (HI); as Requested by Luis Pedraza, of Luis Construction Service Inc. and Newstar Drilling Inc., the Property Owner. (Case No. SUP-2019-07-04). At the request of City Manager Barron, Planning Director Richard Leudke conducted the attached PowerPoint Presentation in regard to this item. There was no further discussion on this item.

Mayor Durham reviewed Agenda Item C-3, Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for an Auto Repair Shop; on Approximately 0.434 Acres, Legally Described as Lot 1, Block A, J.A. Salguero Addition, Located at 545 East Main Street, Zoned Light Industrial District (LI), as Requested by Erick Cortez, Global Master Planning, on Behalf of Jose A. Salguero, the Property Owner. Discussion was held that it would take a super majority of the City Council to overturn the Planning and Zoning Commissions' denial of this item. There was no further discussion on this item.

Mayor Durham reviewed Agenda Item D, Visitors/Citizens Forum. There was no discussion on this item.

Mayor Durham reviewed Agenda Item E-4, Approval of City Council Minutes of the July 15, 2019, Workshop Session and Regular Session. There was no discussion on this item.

Mayor Durham reviewed Agenda Item E-5, Approval of a License Agreement Between the Upper Trinity Regional Water District and The City of Lewisville for Use of Certain Public Rights of Way for Installation and Maintenance of a Proposed 72-inch Water Main and an Existing 48-inch Water Main; and Authorization for the City Manager to Execute the Agreement. There was no discussion on this item.

WORKSHOP SESSION – 6:30 P.M.

**Discussion of Regular Agenda Items and
Consent Agenda Items (cont'd)**

(Agenda Item A)

Mayor Durham reviewed Agenda Item E-6, Approval of a Professional Services Agreement with Epicenter Productions in the Amount of \$114,100 for Professional Services Related to the Pop Festival Commemoration Event Scheduled for Labor Day Weekend 2019; Authorization for the City Manager to Execute the Agreement; and Approval of a Supplemental Appropriation in the Amount of \$50,000 from Hotel-Motel Fund Reserves. There was no discussion on this item.

Mayor Durham reviewed Agenda Item E-7, Approval of a Professional Services Agreement with HDR Engineering, Inc., Dallas, TX, in the Amount of \$95,341 for Professional Engineering Services for the Castle Hills Facilities and Operations Assessment; and Authorization for the City Manager to Execute the Agreement. There was no discussion on this item.

Mayor Durham reviewed Agenda Item E-8, Approval of a Bid Award for the Official City of Lewisville Newspaper to the Denton Media Company; and Adopt the Resolution Designating the Denton Record-Chronicle as the City's Official Newspaper. There was no discussion on this item.

Mayor Durham reviewed Agenda Item E-9, Approval of an Economic Development Agreement Between the City of Lewisville and TW Realty Advisors, Inc., and Authorization for the City Manager to Execute the Agreement. There was no discussion on this item.

Mayor Durham reviewed Agenda Item E-10, Approval of Lighting Agreements by and Between the City of Lewisville, Main & Mill Business Association, and Certain Owners to Allow the City to Install and Maintain LED Lights on 102, 112, and 150 W. Main Street; and Authorization for the City Manager to Execute the Agreements. There was no discussion on this item.

Mayor Durham reviewed Agenda Item F-11, Consideration of Three Variances to the Lewisville City Code Section 6-103 (c)(2) Access Spacing, Section 6-130 Table 4 Control of Access for Commercial Driveways, and Section 6-123 (b) Multi-Family and Non-Residential Landscaping Requirements, Located at 2301 South State Highway 121 Business; Legally Described as Lot 1, Block B, Timber Village; as Requested by Clay Cristy of Clay Moore Engineering, on Behalf of McDonald's Real Estate Company, the Owner. There was no discussion on this item.

WORKSHOP SESSION – 6:30 P.M.

**Discussion of Regular Agenda Items and
Consent Agenda Items (cont'd)**

(Agenda Item A)

Mayor Durham reviewed Agenda Item F-12, Consideration of Two Variances to the Lewisville City Code Section 9.5-92 (Paving) Regarding Driveways Related to CB Exteriors Addition, 537 South Kealy Avenue as Requested by Connor Murrell, McAdams, on Behalf of the Owner. There was no discussion on this item.

Mayor Durham reviewed Agenda Item F-13, Consideration of an Ordinance Amending Chapter 15, Section 15-62 of the Lewisville City Code to Prohibit Pedestrian Crossings on Valley Parkway from 50 Feet South of Main Street to 50 Feet North of Kathy Lane Except at the Designated Pedestrian Crosswalk. At the clarification questioning of Councilmember Green regarding the proposed pedestrian crossing, City staff advised that a traffic study had been done in this area and there had been 85 kids that had crossed all over in this area. City staff indicated that the Police Department had reached out to Engineering requesting a study to ensure safety of the kids. Councilmember Green stated that she was happy to see these two proposed pedestrian crossings in logical places. There was no further discussion on this item.

Mayor Durham reviewed Agenda Item F-14, Consideration of an Ordinance Amending Chapter 15, Section 15-87 (c) of the Lewisville City Code to Prohibit U-Turns on Westbound State Highway 121 Business at the First Median Opening East of Valley Ridge Boulevard. There was no discussion on this item.

Mayor Durham reviewed Agenda Item F-15, Consideration of an Ordinance Amending Chapter 6, Land Development Regulations, of the Lewisville City Code, by Amending Section 6-123, Multi-Family and Non-Residential Landscaping Requirements, to Increase the Required Landscape Strip and Allow for Reductions of the Strip in Certain Circumstances; Providing for a Repealer, Severability, a Penalty, and an Effective Date; and Declaring an Emergency. City Attorney Lizbeth Plaster stated that she would like to take the City Council into Closed Session to discuss this item. There was no further discussion on this item.

Mayor Durham adjourned the Workshop Session of the Lewisville City Council into Closed Session at 6:37 p.m. Monday, August 5, 2019, in accordance with the requirements of the Open Meetings Law.

Closed Session

(Agenda Item I)

In accordance with Texas Government Code, Subchapter D, Section 551.071 (Consultation with Attorney/Contemplated Litigation);, the Lewisville City Council convened into Closed Session at 6:37 p.m. on Monday, August 5, 2019, City Council Conference Room of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas, in order to discuss matters pertaining to the following: Agenda Item F-15, Consideration of an Ordinance Amending Chapter 6, Land Development Regulations, of the Lewisville City Code, by Amending Section 6-123, Multi-Family and Non-Residential Landscaping Requirements, to Increase the Required Landscape Strip and Allow for Reductions of the Strip in Certain Circumstances; Providing for a Repealer, Severability, a Penalty, and an Effective Date; and Declaring an Emergency.

The Closed Session was adjourned at 6:40 p.m. on Monday, August 5, 2019.

**Reconvene into Workshop Session and
Consider Action, if any, on Items Discussed
in Closed Session**

(Agenda Item J)

Mayor Durham reconvened the Workshop Session of the Lewisville City Council at 6:40 p.m. on Monday, August 5, 2019, in the Council Chambers of the Lewisville City Hall.

Mayor Durham opened the floor for action to be taken on the items discussed in the Closed Session. There was no action taken on the items discussed during the Closed Session.

WORKSHOP SESSION – 6:30 P.M.

**Discussion of Regular Agenda Items and
Consent Agenda Items (cont'd)**

(Agenda Item A)

Mayor Durham returned to the Discussion of Regular Agenda Items and Consent Agenda Items as follows:

Mayor Durham reviewed Agenda Item F-16, Consideration of an Ordinance of the Lewisville City Council Providing for the Abandonment, Vacation and Closure of a Sixty-Six (66) Foot Wide Section of Right-Of-Way, South of East Church Street and North of East Main Street. There was no discussion on this item.

Mayor Durham reviewed Agenda Item G, Reports. There was no discussion on this item.

Mayor Durham reviewed Agenda Item H, Return to Workshop Session if Necessary. There was no discussion on this item.

Mayor Durham reviewed Agenda Item I-Closed Session. There was no discussion on this item.

Discussion of City Owned Property

(Agenda Item B)

Deputy City Manager Eric Ferris and Director of Strategic Development Gina Thompson conducted the attached PowerPoint Presentation for City Council consideration. Due to timing, completion of this item was done following regular session.

With no further discussion, the workshop session of the Lewisville City Council was adjourned at 6:57 p.m. on Monday, August 5, 2019.

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Lewisville City Council was called to order by Mayor Durham at 7:00 p.m. on Monday, August 5, 2019, in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas.

Invocation

(Agenda Item A)

At the request of Mayor Durham, Councilmember Gilmore gave the invocation.

Pledge to the American and Texas Flags

(Agenda Item B)

At the request of Mayor Durham, Deputy Mayor Pro Tem Ferguson gave the pledge to the American and Texas flags.

**Public Hearing: Consideration of Resolution
No. 0132-19-RES Authorizing the Adoption
of the Community Development Block Grant
2019 Annual Action Plan; Authorization for
the City Manager to Submit the Plan to the
U.S. Department of Housing and Urban
Development; and Acknowledgement of
Receipt of the Recommended FY 2019-2020
City Social Service Agency Fund Budget of
\$170,000 from the CDBG Advisory
Committee**

(Agenda Item C-1)

An Annual Action Plan must be submitted to the U.S. Department of Housing and Urban Development (HUD) by August 15th as a requirement to receive Community Development Block Grant (CDBG) funds of \$725,927 in FY 2019-2020. The CDBG Advisory Committee reviewed applications submitted by non-profit agencies for projects that address HUD national objectives and 2017 Consolidated Plan priorities. At a meeting on July 16, 2019, the Committee voted 4-0 to recommend a final social services budget and recommended approval of the Annual Action Plan by a vote of 4-0. The Plan was made available for a 30-day Public Comment period from July 5, through August 5, 2019.

Public Hearing: Consideration of Resolution No. 0132-19-RES Authorizing the Adoption of the Community Development Block Grant 2019 Annual Action Plan; Authorization for the City Manager to Submit the Plan to the U.S. Department of Housing and Urban Development; and Acknowledgement of Receipt of the Recommended FY 2019-2020 City Social Service Agency Fund Budget of \$170,000 from the CDBG Advisory Committee (cont'd)

(Agenda Item C-1)

The City staff's recommendation was that the City Council approve the resolution adopting the 2019 Annual Action Plan; authorize the City Manager to submit the plan to the U.S. Department of Housing and Urban Development; and acknowledge receipt of the recommended FY 2019-2020 City Social Service Agency Fund Budget as set forth in the caption above.

Mayor Durham opened the public hearing.

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ferguson and seconded by Councilmember Jones, the Council voted five (5) "ayes" and no (0) "nays" to close the public hearing. The motion carried.

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ferguson and seconded by Councilmember Jones, the Council voted five (5) "ayes" and no (0) "nays" to approve and adopt **Resolution No. 0132-19-RES**, a Resolution of the City Council of the City of Lewisville, Texas, Providing for the Adoption of The 2019 Annual Action Plan as Required by The U.S. Department of Housing and Urban Development. The motion carried.

Public Hearing: Consideration of Ordinance No. 0133-19-SUP Granting a Special Use Permit for a Contractors Yard; on Approximately 2.4718 Acres, Legally Described as Lot 1, Block C, Riverview Industrial Addition, Located at 1620 Riverview Drive, Zoned Heavy Industrial District (HI); as Requested by Luis Pedraza, of Luis Construction Service Inc. and Newstar Drilling Inc., the Property Owner. (Case No. SUP-2019-07-04)

(Agenda Item C-2)

Newstar Drilling is a foundation pier drilling company currently located in Lewisville's Old Town district, at 545 East Church Street. On March 19, 2018, a Special Use Permit (Ordinance Number 0018-18-SUP) was approved to allow Newstar Drilling to construct a new facility at 1620 Riverview Drive. The applicant is requesting to make modifications to the previously approved development plan, which includes expanding the size of the building, increasing the outside storage, and rearranging the parking lot configuration. The special use permit (SUP) regulations adopted in 2013 require an SUP for all contractor's yards. The proposed SUP will replace the existing SUP. The Planning and Zoning Commission recommended unanimous (6-0) approval on July 16, 2019.

The City staff's recommendation was that the City Council approve the ordinance as set forth in the caption above.

Richard E. Luedke, Planning Director was available to address any questions posed by the City Council.

Mayor Durham opened the public hearing.

MOTION: Upon a motion made by Mayor Pro Tem Troyer and seconded by Councilmember Gilmore, the Council voted five (5) "ayes" and no (0) "nays" to close the public hearing. The motion carried.

City Attorney Lizbeth Plaster read the ordinance caption into the record as follows:

"An Ordinance of the Lewisville City Council, Amending the Zoning Ordinance by Granting a Special Use Permit for a Contractor's Yard, on Approximately 2.4718 Acres, Legally Described as Lot 1, Block C, Riverview Industrial Addition, Located at 1620 Riverview Drive and Zoned Heavy Industrial District (HI); Providing for a Repealer, Severability, Penalty, and an Effective Date; and Declaring an Emergency."

Public Hearing: Consideration of Ordinance No. 0133-19-SUP Granting a Special Use Permit for a Contractors Yard; on Approximately 2.4718 Acres, Legally Described as Lot 1, Block C, Riverview Industrial Addition, Located at 1620 Riverview Drive, Zoned Heavy Industrial District (HI); as Requested by Luis Pedraza, of Luis Construction Service Inc. and Newstar Drilling Inc., the Property Owner. (Case No. SUP-2019-07-04) (cont'd)

(Agenda Item C-2)

MOTION: Upon a motion made by Mayor Pro Tem Troyer and seconded by Councilmember Gilmore, the Council voted five (5) “ayes” and no (0) “nays” to approve and adopt **Ordinance No. 0133-19-SUP**, as previously captioned. The motion carried.

Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for an Auto Repair Shop; on Approximately 0.434Acres, Legally Described as Lot 1, Block A, J.A. Salguero Addition, Located at 545 East Main Street, Zoned Light Industrial District (LI), as Requested by Erick Cortez, Global Master Planning, on Behalf of Jose A. Salguero, the Property Owner

(Agenda Item C-3)

Alex Paint and Body is seeking a Special Use Permit (SUP) to expand its vehicle repair business at the northwest corner of Railroad Street and Main Street, in Old Town Lewisville. Alex Paint and Body was originally developed in 2013 before the SUP regulations were adopted in 2013. With SUP regulations now in place, this expansion requires approval of an SUP. The use does not comply with the Old Town Master Plan or Transit Oriented Development Plans. The Planning and Zoning Commission recommended denial of this request by a vote of 5-1 on July 2, 2019. A supermajority vote of City Council is required to approve this request.

The City staff’s recommendation was that the City Council deny the special use permit request.

Mayor Durham opened the public hearing.

Richard E. Luedke, Planning Director gave the attached PowerPoint Presentation related to this item reviewing the back history on this location for City Council consideration

Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for an Auto Repair Shop; on Approximately 0.434 Acres, Legally Described as Lot 1, Block A, J.A. Salguero Addition, Located at 545 East Main Street, Zoned Light Industrial District (LI), as Requested by Erick Cortez, Global Master Planning, on Behalf of Jose A. Salguero, the Property Owner (cont'd)

(Agenda Item C-3)

Jose A. Salguero, 545 East Main Street, Lewisville, Texas gave the attached PowerPoint Presentation in favor of this request.

Ray Bowens, 3501 Pecan Park Drive, Flower Mound, Texas, spoke before the City Council in support of this item. Mr. Bowens acknowledged Mr. Salguero's support of the Lewisville Area Chamber of Commerce and the Cross Timbers YMCA. Mr. Bowens also advised that he owned a business in Lewisville. Mr. Bowens reiterated a portion of Mr. Salguero's presentation regarding the restaurants closing in this area. He stated that Mr. Salguero has been consistent in his business and he has been faithful in keeping his place clean and was an important part of the community. He requested that the City Council reconsider approving the request.

Glenn Kimball, 1608 Colony Drive, Flower Mound, Texas, spoke before the City Council in support of this item. He stated he has been an active member of the business community in Lewisville and the Chamber of Commerce for over 10 years. He stated that he wanted to support Mr. Salguero's business and his family as a vibrant member of the community in Lewisville. He indicated his feelings that Mr. Salguero had built a beautiful facility, not your average body shop, and has complied with the look and guidelines. He stated his concern that an ordinance, while he understood the reasoning behind it, does not take into the account the success of a business if that whole plan is going to come into play. He further indicated by denying a request for something that is being attempted to be built and grow would be determinantal and not help Lewisville. He requested that a good look be taken at why the decision was made by the Planning and Zoning Commission.

Al MacDonald, 3813 Simmons Creek Lane, Flower Mound, Texas, spoke before the City Council in support of this item. Mr. MacDonald stated that he wanted to support Mr. Salguero and his wife. He indicated the quality of work and the low cost (expense/charges) of this body shop. He stated that when referring people to this body shop, people know the building and think it's neat. He stated that when dropping off vehicles people are eating at the restaurants in this area. He encouraged the City Council to approve this request as it would add to the attractiveness of the facility.

City Secretary Julie Worster advised the following individuals had filled out cards in opposition to this item:

Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for an Auto Repair Shop; on Approximately 0.434 Acres, Legally Described as Lot 1, Block A, J.A. Salguero Addition, Located at 545 East Main Street, Zoned Light Industrial District (LI), as Requested by Erick Cortez, Global Master Planning, on Behalf of Jose A. Salguero, the Property Owner (cont'd)

(Agenda Item C-3)

Judy Kay Ferguson, 336 West College, Lewisville, Texas
Heather Cicirano, 152 West Main, Lewisville, Texas.

MOTION: Upon a motion made by Councilmember Jones and seconded by Mayor Pro Tem Troyer, the Council voted five (5) “ayes” and no (0) “nays” to close the public hearing. The motion carried.

Councilmember Gilmore stated that he was in the City Council chair to best represent the interests of the community. He referenced working hard to find a middle ground when this item originally came before City Council to keep this business in business when it first came in 2016. He stated that no one was putting this business out of business. He advised additional parking was approved with the understanding additional buildings would be placed on the property. He questioned why that had not been done – either it was made up to confuse the City Council or had been decided that was no longer the case and the buildings were no longer wanted in 2018. In closing, he advised he looked at this through the eyes of the Rotary, is it fair to all concerned, it's not. He stated this process has been in place since 2010 and how Old Town would be developed has been talked about since 2010 – this was not news. And lastly, does it build good will and better friendships, and it does not because we've had to continually go back and forth on this. That is why I am denying this process. It's either been a sham since 2016 and you are not willing to work with the community or you just don't care.

Councilmember Green stated that she had been wrestling with the fair thing to do. She advised that this actually started back in 2003 when the Old Town Master Plan was adopted, which means it was being worked on two or three years before that. In 2010 the Old Town TOD Plan and the Mill Street Corridor Plan – all long-range plans in an effort to organize the City had been developed. She indicated that the community is behind the plan as well as the local business community as the plan was something stable that they could count on. She stated she did not feel it was fair 16 years down the road to change the plan after a whole strip of business owners have put their hard-earned money into these businesses because they support the plan as it was. She stated it was not fair to a whole lot of people.

Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for an Auto Repair Shop; on Approximately 0.434 Acres, Legally Described as Lot 1, Block A, J.A. Salguero Addition, Located at 545 East Main Street, Zoned Light Industrial District (LI), as Requested by Erick Cortez, Global Master Planning, on Behalf of Jose A. Salguero, the Property Owner (cont'd)

(Agenda Item C-3)

Councilmember Jones stated that this was the second time of Alex Paint and Body had come before the City Council. He advised that he was on the Planning & Zoning Commission at the time when the parking was first denied, and then was allowed with the understanding there would be buildings there that never came. He indicated that City Council has struggled with this because it is an Old Town Mix Use and they wanted to help the business owner, however the buildings have not been seen only the parking.

MOTION: Upon a motion made by Councilmember Gilmore and seconded by Councilmember Jones, the Council voted five (5) “ayes” and no (0) “nays” to deny an Ordinance granting a Special Use Permit for an Auto Repair Shop; on approximately 0.434 acres, legally described as Lot 1, Block A, J.A. Salguero Addition, located at 545 East Main Street, zoned Light Industrial District (LI), as requested by Erick Cortez, Global Master Planning, on behalf of Jose A. Salguero, the property owner. The motion carried.

Visitors/Citizens Forum

(Agenda Item D)

Greg Tierney, 477 Richland, Lewisville, Texas spoke before the City Council regarding Northwest Old Town Neighborhood Paving Drainage and Utility Improvements. He acknowledged the well conducted meeting held last week by City staff. Mr. Tierney stated that he had recently moved into this neighborhood and he wanted to show his appreciation for the City Council’s continued dedication of the Old Town development, both residential and business community. Mr. Tierney indicated he wanted the City Council to be aware of the perception residents have in this area that these improvements that were voted on in 2003 not yet being completed. Mr. Tierney acknowledged that there were cost over runs and other items that came up that were more important than this projects’ completion. He indicated that at the meeting the neighborhood had been advised that the City Council had elected to go with asphalt (mill and overlay- instead of concrete (curb and gutters) and that was creating the perception that this neighborhood was getting kicked to the curb. Mr. Tierney advised that the problem in this area was drainage issues that could be solved by curb and gutter; however, he was aware that all those in the neighborhood were not interested in the requirements of doing curb and gutter. He respectfully requested that if the City was going to do the asphalt instead of concrete that it be maintained in ten years when it started to fall apart and that a drainage solution for this area was figured out.

Visitors/Citizens Forum (cont'd)

(Agenda Item D)

Amanda and Alonzo Cabrar, 478 Richland Street, Lewisville, Texas, spoke before the City Council regarding their concerns of standing water in this area and subsequent mosquitoes. Ms. Cabrar requested that something be done in this area regarding the drainage problem to help mitigate the mosquitoes. Mr. Cabrar expressed his concern regarding the mosquitoes in this area preventing residents from going outside and enjoying their property. He referenced the pipe coming from the empty lot that created this drainage issue and the importance of the drainage being looked at. Mr. Cabrar advised they were not concerned about sidewalks, but they did want something done about the drainage.

No one else appeared to speak at this time.

CONSENT AGENDA

(Agenda Item E)

MOTION: Upon a motion made by Mayor Pro Tem Troyer and seconded by Councilmember Green, the Council voted five (5) “ayes” and no (0) “nays” to approve and adopt all items on the Consent Agenda, as recommended and as follows:

4. APPROVAL OF MINUTES: City Council Minutes of the July 15, 2019, Workshop Session and Regular Session.
5. Approval of a License Agreement Between the Upper Trinity Regional Water District and The City of Lewisville for Use of Certain Public Rights of Way for Installation and Maintenance of a Proposed 72 inch Water Main and an Existing 48 inch Water Main; and Authorization for the City Manager to Execute the Agreement.
6. Approval of a Professional Services Agreement with Epicenter Productions in the Amount of \$114,100 for Professional Services Related to the Pop Festival Commemoration Event Scheduled for Labor Day Weekend 2019; Authorization for the City Manager to Execute the Agreement; and Approval of a Supplemental Appropriation in the Amount of \$50,000 from Hotel Motel Fund Reserves.
7. Approval of a Professional Services Agreement with HDR Engineering, Inc., Dallas, TX, in the Amount of \$95,341 for Professional Engineering Services for the Castle Hills Facilities and Operations Assessment; and Authorization for the City Manager to Execute the Agreement.

CONSENT AGENDA (cont'd)

(Agenda Item E)

8. Approval of a Bid Award for the Official City of Lewisville Newspaper to the Denton Media Company; and Adopt **Resolution No. 0134-19-RES** Designating the Denton Record Chronicle as the City's Official Newspaper.
9. Approval of an Economic Development Agreement Between the City of Lewisville and TW Realty Advisors, Inc., and Authorization for the City Manager to Execute the Agreement.
10. Approval of Lighting Agreements by and Between the City of Lewisville, Main & Mill Business Association, and Certain Owners to Allow the City to Install and Maintain LED Lights on 102, 112, and 150 W. Main Street; and Authorization for the City Manager to Execute the Agreements.

The motion carried.

END OF CONSENT AGENDA

Consideration of Three Variances to the Lewisville City Code Section 6-103 (c)(2) Access Spacing, Section 6-130 Table 4 Control of Access for Commercial Driveways, and Section 6-123 (b) Multi-Family and Non-Residential Landscaping Requirements, Located at 2301 South State Highway 121 Business; Legally Described as Lot 1, Block B, Timber Village; as Requested by Clay Cristy of Clay Moore Engineering, on Behalf of McDonald's Real Estate Company, the Owner

(Agenda Item F-11)

McDonald's submitted plans to demolish their existing restaurant, located on the southwest corner of Valley View Drive and State Highway 121 Business, and build a new restaurant in its location. Three variances are proposed with this redevelopment; a) to reduce the required driveway spacing of 230-feet along SH 121 Business, b) to reduce the control of access of 250-feet along SH 121 Business and, c) to allow a variable width landscape buffer along Valley View Drive.

The City staff's recommendation was that the City Council approve the three variances as set forth in the caption above.

Consideration of Three Variances to the Lewisville City Code Section 6-103 (c)(2) Access Spacing, Section 6-130 Table 4 Control of Access for Commercial Driveways, and Section 6-123 (b) Multi-Family and Non-Residential Landscaping Requirements, Located at 2301 South State Highway 121 Business; Legally Described as Lot 1, Block B, Timber Village; as Requested by Clay Cristy of Clay Moore Engineering, on Behalf of McDonald's Real Estate Company, the Owner (cont'd)

(Agenda Item F-11)

Richard E. Luedke, Planning Director, David Salmon, City Engineer, and Drew Donosky with Clay Moore Engineering, 1903 Central Drive, Ste 406, Bedford, Texas, 76021, were all available to address any questions posed by the City Council.

MOTION: Upon a motion made by Councilmember Jones and seconded by Councilmember Green, the Council voted five (5) "ayes" and no (0) "nays" to approve the following three variances to the Lewisville City Code Section 6-103 (c)(2) Access Spacing, Section 6-130 Table 4 Control of Access for Commercial Driveways, and Section 6-123 (b) Multi-Family and Non-Residential Landscaping Requirements, Located at 2301 South State Highway 121 Business; Legally Described as Lot 1, Block B, Timber Village: a) to reduce the required driveway spacing of 230-feet along SH 121 Business, b) to reduce the control of access of 250-feet along SH 121 Business and, c) to allow a variable width landscape buffer along Valley View Drive; as Requested by Clay Cristy of Clay Moore Engineering, on Behalf of McDonald's Real Estate Company, the Owner. The motion carried.

Consideration of Two Variances to the Lewisville City Code Section 9.5-92 (Paving) Regarding Driveways Related to CB Exteriors Addition, 537 South Kealy Avenue as Requested by Connor Murrell, McAdams, on Behalf of the Owner

(Agenda Item F-12)

The subject site is a 0.400-acre lot zoned Light Industrial (LI) within the CB Exteriors Addition. The property owner is proposing to renovate the existing building and make significant site improvements. Staff has reviewed and approved the Old Town Development Plan subject to the City Council approval of two variances: a) to reduce the required driveway spacing of 50 feet along South Kealy Avenue; b) to reduce the required driveway spacing of 50 feet along East Purnell Street.

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

**Consideration of Two Variances to the
Lewisville City Code Section 9.5-92 (Paving)
Regarding Driveways Related to CB Exteriors
Addition, 537 South Kealy Avenue as
Requested by Connor Murrell, McAdams, on
Behalf of the Owner (cont'd)**

(Agenda Item F-12)

David Salmon P.E., City Engineer, was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ferguson and seconded by Councilmember Gilmore, the Council voted five (5) “ayes” and no (0) “nays” to approve the following two variances to the Lewisville City Code Section 9.5-92 (Paving) Regarding Driveways Related to CB Exteriors Addition, 537 South Kealy Avenue: a) to reduce the required driveway spacing of 50 feet along South Kealy Avenue; b) to reduce the required driveway spacing of 50 feet along East Purnell Street, as requested by Connor Murrell, McAdams, on behalf of the owner. The motion carried.

**Consideration of Ordinance No. 0135-19-
ORD Amending Chapter 15, Section 15-62 of
the Lewisville City Code to Prohibit
Pedestrian Crossings on Valley Parkway
from 50 Feet South of Main Street to 50 Feet
North of Kathy Lane Except at the
Designated Pedestrian Crosswalk**

(Agenda Item F-13)

Lewisville High School student pedestrians cross Valley Parkway, a major 4-lane arterial street, at various mid-block locations along the school frontage during the school arrival and dismissal times putting their safety at risk. Existing signalized intersections on Valley Parkway at Main Street and at Fox Avenue are located too far away to reasonably expect a student pedestrian to walk over to and cross the street safely at those locations. Texas Transportation Code considers pedestrian crossings on a roadway illegal only when the crossing pedestrian inhibits the vehicular movement or when adjacent intersections at each end of a block are controlled by traffic signals. An amendment to the city ordinance is required to prohibit the unsafe pedestrian crossings across Valley Parkway near the School. The Transportation Board considered this item at the June 18, 2019 meeting and voted unanimously (5-0) to approve the recommendation to the City Council.

The City staff's recommendation was that the City Council approve the ordinance as set forth in the caption above.

David Salmon, PE, City Engineer, was available to address any questions posed by the City Council.

Consideration of Ordinance No. 0135-19-ORD Amending Chapter 15, Section 15-62 of the Lewisville City Code to Prohibit Pedestrian Crossings on Valley Parkway from 50 Feet South of Main Street to 50 Feet North of Kathy Lane Except at the Designated Pedestrian Crosswalk (cont'd)

(Agenda Item F-13)

City Attorney Lizbeth Plaster read the ordinance caption into the record as follows:

“An Ordinance of the Lewisville City Council Amending the Lewisville City Code, Chapter 15, Section 15-62, Pedestrian Crossing Restricted, by Adding a Prohibition for Pedestrian Crossing on Valley Parkway From 50 Feet South of Main Street to 50 Feet North of Kathy Lane Except at the Designated Pedestrian Crosswalk; Providing a Penalty, Repealer and an Effective Date; and Declaring an Emergency.”

MOTION: Upon a motion made by Councilmember Green and seconded by Mayor Pro Tem Troyer, the Council voted five (5) “ayes” and no (0) “nays” to approve and adopt **Ordinance No. 0135-19-ORD**, as captioned previously. The motion carried.

Consideration of Ordinance No. 0136-19-ORD Amending Chapter 15, Section 15-87 (c) of the Lewisville City Code to Prohibit U-Turns on Westbound State Highway 121 Business at the First Median Opening East of Valley Ridge Boulevard

(Agenda Item F-14)

A driveway for L&L Autolink, a commercial used car dealership under construction is located on the south side of SH 121 Business east of the Valley Ridge Boulevard intersection and the proposed driveway is offset from the existing median opening in front of the property. A left turn deceleration lane at the median opening was not required by TxDOT on westbound SH 121 Business. Westbound U-turns need to be restricted when the business is open to the public as there is no exclusive left turn storage bay. The Transportation Board considered this item at the June 18, 2019 meeting and voted unanimously (5-0) to approve the recommendation to the City Council.

The City staff’s recommendation was that the City Council approve the ordinance as set forth in the caption above.

David Salmon, PE, City Engineer, was available to address any questions posed by the City Council.

**Consideration of Ordinance No. 0136-19-
ORD Amending Chapter 15, Section 15-87
(c) of the Lewisville City Code to Prohibit
U-Turns on Westbound State Highway 121
Business at the First Median Opening East of
Valley Ridge Boulevard (cont'd)**

(Agenda Item F-14)

City Attorney Lizbeth Plaster read the ordinance caption into the record as follows:

“An Ordinance of the Lewisville City Council Amending the Lewisville City Code Chapter 15, Section 15-87(c) by Prohibiting U-Turns on State Highway 121 Business at the First Median Opening East of Valley Ridge Boulevard; Providing for a Repealer, Severability, Penalty, and an Effective Date; and Declaring an Emergency.”

MOTION: Upon a motion made by Councilmember Green and seconded by Councilmember Jones, the Council voted five (5) “ayes” and no (0) “nays” to approve and adopt **Ordinance No. 0136-19-ORD**, as captioned previously. The motion carried.

**Consideration of Ordinance No. 0137-19-
ORD Amending Chapter 6, Land
Development Regulations, of the Lewisville
City Code, by Amending Section 6-123,
Multi-Family and Non-Residential
Landscaping Requirements, to Increase the
Required Landscape Strip and Allow for
Reductions of the Strip in Certain
Circumstances; Providing for a Repealer,
Severability, a Penalty, and an Effective
Date; and Declaring an Emergency**

(Agenda Item F-15)

These amendments are proposed to increase the landscaping requirements, furthering the Big Move Number 2: Extending the Green, Big Move Number 4: Thriving Neighborhoods, and Big Move Number 9: Sustainability of the Lewisville 2025 Plan. The provisions also permit a reduction in the landscape buffer to its existing standard provided other community character standards are met. This provision will reduce complications associated with redevelopment but also apply to new developments.

The City staff’s recommendation was that the City Council approve the ordinance as set forth in the caption above.

Richard E. Luedke, Planning Director, was available to address any questions posed by the City Council.

Consideration of Ordinance No. 0137-19-ORD Amending Chapter 6, Land Development Regulations, of the Lewisville City Code, by Amending Section 6-123, Multi-Family and Non-Residential Landscaping Requirements, to Increase the Required Landscape Strip and Allow for Reductions of the Strip in Certain Circumstances; Providing for a Repealer, Severability, a Penalty, and an Effective Date; and Declaring an Emergency (cont'd)

(Agenda Item F-15)

City Attorney Lizbeth Plaster read the ordinance caption into the record as follows:

“An Ordinance of the Lewisville City Council Amending Chapter 6, Land Development Regulations, of the Lewisville City Code, by Amending Section 6-123, Multi-Family and Non-Residential Landscaping Requirements, to Increase the Required Landscape Strip and Allow for Reductions of the Strip in Certain Circumstances; Providing for a Repealer, Severability, a Penalty, and an Effective Date; and Declaring an Emergency.”

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ferguson and seconded by Mayor Pro Tem Troyer, the Council voted five (5) “ayes” and no (0) “nays” to approve and adopt **Ordinance No. 0137-19-ORD**, as captioned previously. The motion carried.

Consideration of Ordinance No. 0138-19-ORD of the Lewisville City Council Providing for the Abandonment, Vacation and Closure of a Sixty-Six (66) Foot Wide Section of Right-Of-Way, South of East Church Street and North of East Main Street

(Agenda Item F-16)

The original Kealy Addition contained right-of-way for Railroad Street, which was never constructed and has been fenced and used as private property for parking and storage for decades by the four adjacent properties; however, this section of the right-of-way was never formally abandoned by the City. This ordinance cleans up this situation and provides for clear title for the impacted properties. A similar ordinance was passed in 1995 for the portion of Railroad Street on the South side of Main Street to allow the CCA to have clear title to that land.

The City staff’s recommendation was that the City Council approve the ordinance as set forth in the caption above.

Consideration of Ordinance No. 0138-19-ORD of the Lewisville City Council Providing for the Abandonment, Vacation and Closure of a Sixty-Six (66) Foot Wide Section of Right-Of-Way, South of East Church Street and North of East Main Street (cont'd)

(Agenda Item F-16)

Richard E. Luedke, Planning Director, was available to address any questions posed by the City Council.

City Attorney Lizbeth Plaster read the ordinance caption into the record as follows:

“An Ordinance of the Lewisville City Council Providing for the Abandonment, Vacation and Closure of a Sixty-Six (66) Foot Wide Section of Right-Of-Way, South of East Church Street and North of East Main Street, as Shown in Exhibit “A”; Providing for the Terms and Conditions of the Abandonment, Vacation and Closure; Providing a Repealer, Severability, and an Effective Date; and Declaring an Emergency.”

MOTION: Upon a motion made by Councilmember Gilmore and seconded by Deputy Mayor Pro Tem Ferguson, the Council voted five (5) “ayes” and no (0) “nays” to approve and adopt Ordinance No. 0138-19-ORD, as captioned previously. The motion carried.

Reports

(Agenda Item G)

- Second Quarter 2019 Boards/Commissions/Committees Attendance Reports
- Assistant Police Chief Jay Powell advised the Lewisville Police Department was celebrating 75 years of dedicated service to the community. He encouraged everyone to attend the Open House on Saturday, August 9, 2014 from 11:30 a.m. to 1:30 p.m. at the Lewisville Police Department where hot dogs, chips and drinks will be provided. The plan right now is to have it in the south parking lot off of Main Street.

There were no additional reports at this time.

Return to Workshop Session if Necessary

(Agenda Item H)

City Council returned to the City Council Conference Room to complete Workshop Agenda Item B – Discussion of City Owned Property. Deputy City Manager Eric Ferris and Director of Strategic Development Gina Thompson concluded their attached PowerPoint Presentation for City Council consideration.

Mayor Durham adjourned the Regular Session of the Lewisville City Council into Closed Session at 8:20 p.m. Monday, August 5, 2019, in accordance with the requirements of the Open Meetings Law.

Closed Session

(Agenda Item I)

In accordance with Texas Government Code, Subchapter D, Section 551.072 (Real Estate), the Lewisville City Council convened into Closed Session at 8:20 p.m. on Monday, August 5, 2019, City Council Conference Room of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas, in order to discuss matters pertaining to the following:

1. Property Acquisition

Section 551.087 (Economic Development):

2. Deliberation Regarding Economic Development Negotiations.

The Closed Session was adjourned at 8:28 p.m. on Monday, August 5, 2019.

**Reconvene into Regular Session and
Consider Action, if any, on Items Discussed
in Closed Session**

(Agenda Item J)

Mayor Durham reconvened the Regular Session of the Lewisville City Council at 8:28 p.m. on Monday, August 5, 2019, in the Council Chambers of the Lewisville City Hall.

Mayor Durham opened the floor for action to be taken on the items discussed in the Closed Session. There was no action taken on the items discussed during the Closed Session.

Adjournment

(Agenda Item K)

MOTION: Upon a motion made by Deputy Mayor Pro Tem Ferguson and seconded by Councilmember Gilmore, the Council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Session of the Lewisville City Council at 8:28 p.m. on Monday, August 5, 2019. The motion carried.

These minutes approved by the Lewisville City Council on the 19th day of August, 2019.

APPROVED

Rudy Durham
MAYOR

ATTEST:

Julie Worster
CITY SECRETARY

New Star Drilling
Current Location
545 East Church
Street
0.528 acres

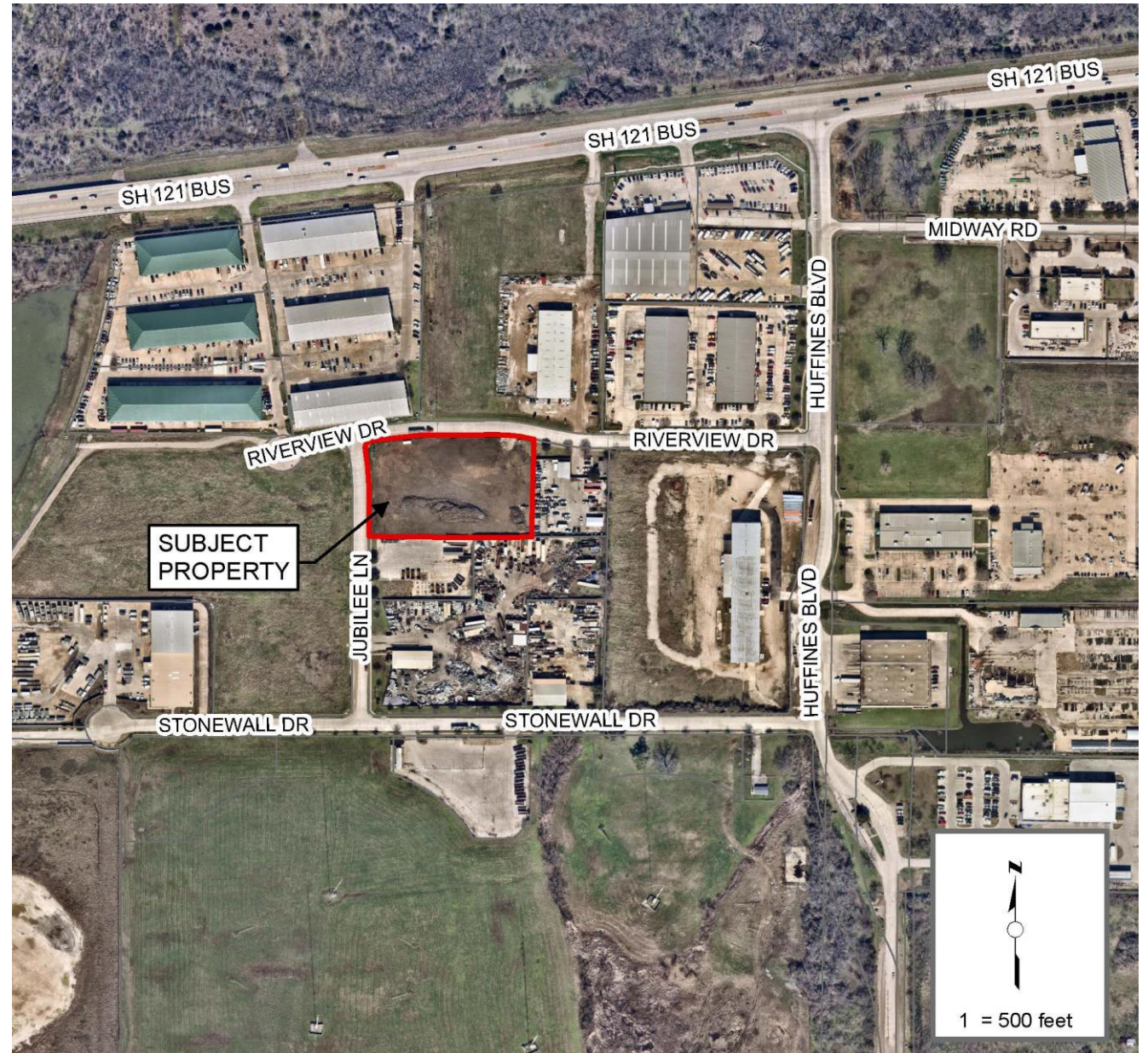


Existing
Location 545
East Church
Street

Street View

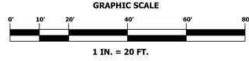


Proposed
Location
1620 Riverview
Drive
2.4718 acres

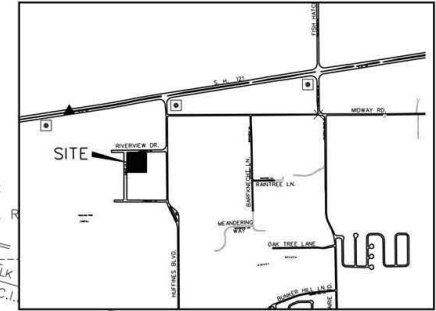


LEGEND

—	SANITARY SEWER MANHOLE
—	STORM SEWER MANHOLE
—	FIRE HYDRANT
—	WATER VALVE



ZONING: "HI"
(HEAVY INDUSTRIAL)



VICINITY MAP - SCALE 1" = 1,000'

- GENERAL NOTES:
- THE AGGREGATE TOTAL OF ALL WALL ELEVATIONS SHALL BE 80% MASONRY VENEER.
 - NO POLE SIGN PROPOSED. ANY FUTURE SIGNAGE MUST BE A MONUMENT SIGN.

LEGAL DESCRIPTION

BEING LOT 1, BLOCK C, RIVERVIEW INDUSTRIAL PARK, AN ADDITION TO THE CITY OF LEWISVILLE, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET T, SLIDE 64, PLAT RECORDS, DENTON COUNTY, TEXAS.

SITE SUMMARY TABLE

EXISTING ZONING:	"HI" - HEAVY INDUSTRIAL
PROPOSED USE:	"HI" - STORAGE (WAS B. CONTRACTOR'S YARD (ULP))
LOT AREA:	2.4718 ACRES
OFFICE USE:	4,126 SF
SHOP USE:	4,030 SF
BLDG. FOOTAGE:	8,156 SF / 30 FT. HEIGHT

PARKING TABLE

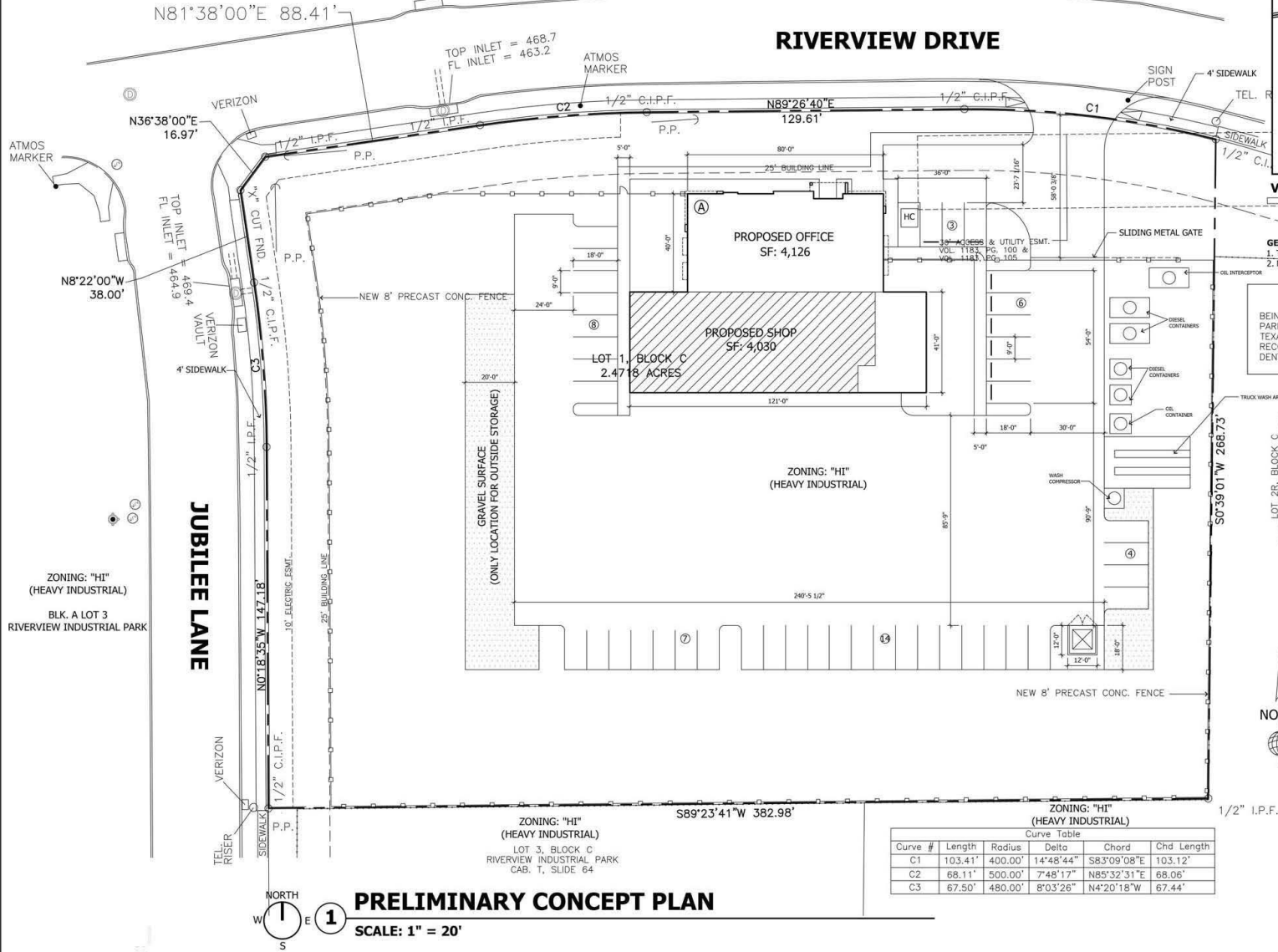
BUILDING USE:	PARKING RATIO:	REQUIRED:	PROVIDED:
OFFICE (4,126 SF):	1:200 SF	21	21
SHOP (4,030 SF):	1:200 SF	21	21
OVERALL:	—	42	42
ACCESSIBLE SPACES:	—	1	1

OWNER/APPLICANT:
LUIS CONSTRUCTION
SERVICE INC. & NEWSTAR
545 E. CHURCH ST.
LEWISVILLE, TX 75057
PHONE: 972-906-9988

CONTRACTOR:
RELIABLE PAVING, INC.
1903 PEYCO DR. N.
ARLINGTON, TX 76001
PHONE: 817-467-0779
ATTN: JOHN MORRIS, P.E.
john@reliablepaving.com

DEVELOPMENT PLAN

FOR
NEWSTAR DRILLING, INC.
1620 RIVERVIEW DR.
LOT 1, BLOCK C - RIVERVIEW INDUSTRIAL ADDITION
2.4718 ACRES - ZONED: HI
CITY OF LEWISVILLE, DENTON COUNTY, TEXAS
June 26, 2017

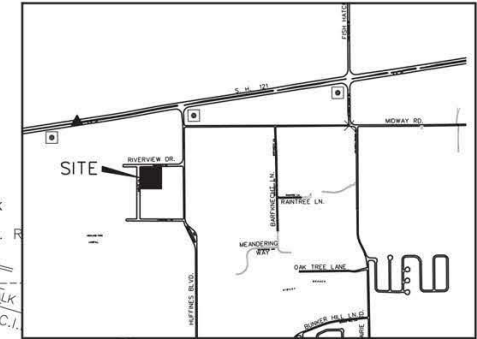


PRELIMINARY CONCEPT PLAN

SCALE: 1" = 20'

Curve Table

Curve #	Length	Radius	Delta	Chord	Chd Length
C1	103.41'	400.00'	14°48'44"	S83°09'08"E	103.12'
C2	68.11'	500.00'	7°48'17"	N85°32'31"E	68.06'
C3	67.50'	480.00'	8°03'26"	N42°20'18"W	67.44'



VICINITY MAP - SCALE 1" = 1,000'

1. THE AGGREGATE TOTAL OF ALL WALL ELEVATIONS SHALL BE 80% MASONRY VENEER.
2. NO POLE SIGN PROPOSED. ANY FUTURE SIGNAGE MUST BE A MONUMENT SIGN.
3. DUMPSTER SCREENED IN ACCORDANCE WITH ORDINANCE NO. 4223-11-2015.

BEING LOT 1, BLOCK C, RIVERVIEW INDUSTRIAL PARK, AN ADDITION TO THE CITY OF LEWISVILLE, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET T, SLIDE 64, PLAT RECORDS, DENTON COUNTY, TEXAS.

EXISTING ZONING:	"H" - HEAVY INDUSTRIAL
PROPOSED USE:	"H" - STORAGE YARD & CONTRACTOR'S YARD (SUP)
LOT AREA:	2.4718 ACRES
OFFICE USE:	4,126 SF
SHOP USE:	6,478 SF
BLDG. FOOTAGE:	10,604 SF / 30 FT. HEIGHT
IMPERVIOUS AREA:	61,711 SF
OUTSIDE STORAGE:	15,777 SF

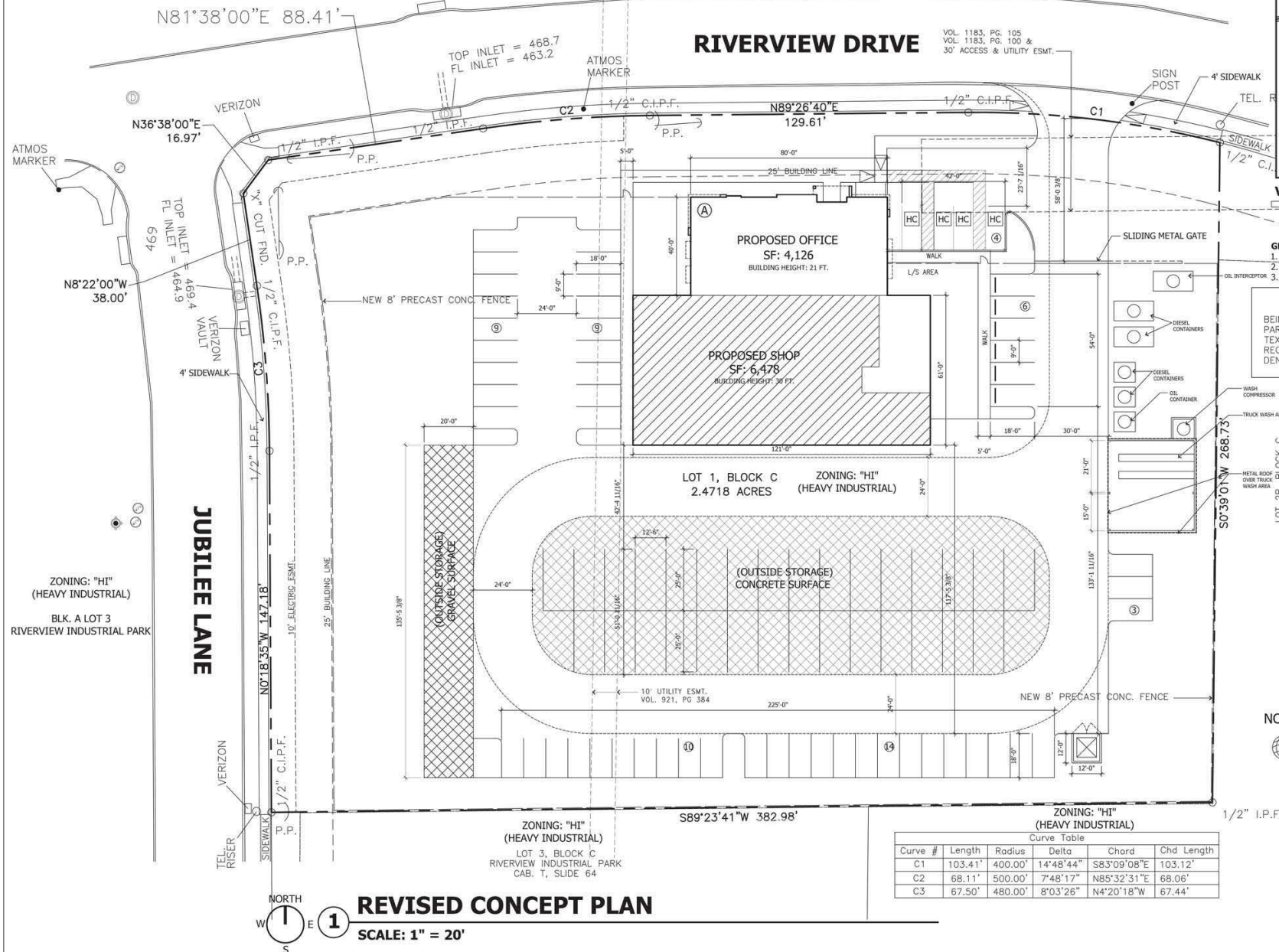
PARKING TABLE			
BUILDING USE:	PARKING RATIO:	REQUIRED:	PROVIDED:
OFFICE (4,126 SF):	1:200 SF	21	22
SHOP (6,478 SF):	1:200 SF	33	33
OVERALL:	-	54	55
ACCESSIBLE SPACES:	-	4	4












OWNER/APPLICANT:
LUIS CONSTRUCTION
SERVICE INC. & NEWSTAR
545 E. CHURCH ST.
LEWISVILLE, TX 75057
PHONE: 972-906-9988

CONTRACTOR:
RELIABLE PAVING, INC.
1903 PEYCO DR. N.
ARLINGTON, TX 76001
PHONE: 817-467-0779
ATTN: JOHN MORRIS, P.E.
john@reliablepaving.com

FOR
NEWSTAR DRILLING, INC.

LOT 1, BLOCK C - RIVERVIEW INDUSTRIAL ADDITION
2.4718 ACRES - ZONED: HI
CITY OF LEWISVILLE, DENTON COUNTY, TEXAS
June 11, 2019



	STUCCO		CULTURED STONE		CONCRETE TILT WALL
	EIFS TRIM		CULTURED STONE		CONCRETE TILT WALL
	EIFS TRIM		STUCCO		CONCRETE TILT WALL
			GLASS		CONCRETE TILT WALL

LEGEND NOTES:

- 1 CONCRETE TILT WALL
- 2 CULTURED STONE
- 3 STUCCO
- 4 STUCCO ACCENT BAND
- 5 CLEAR ANODIZED ALUM. FRAME WITH LOW-E GLAZING

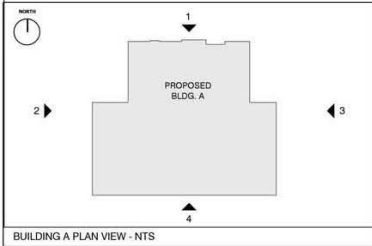
- 6 WALL MOUNTED LED LIGHT FIXTURE
- 7 METAL FRAMED ACCENT AWNING
- 8 TPO ROOF
- 9 DOWNSPOUTS AND GUTTERS PAINTED TO MATCH BLDG.

- 10 METAL ROLL UP DOOR
- 11 HOLLOW METAL DOORS
- 12 PIPE BOLLARD
- 13 WALL REVEALS

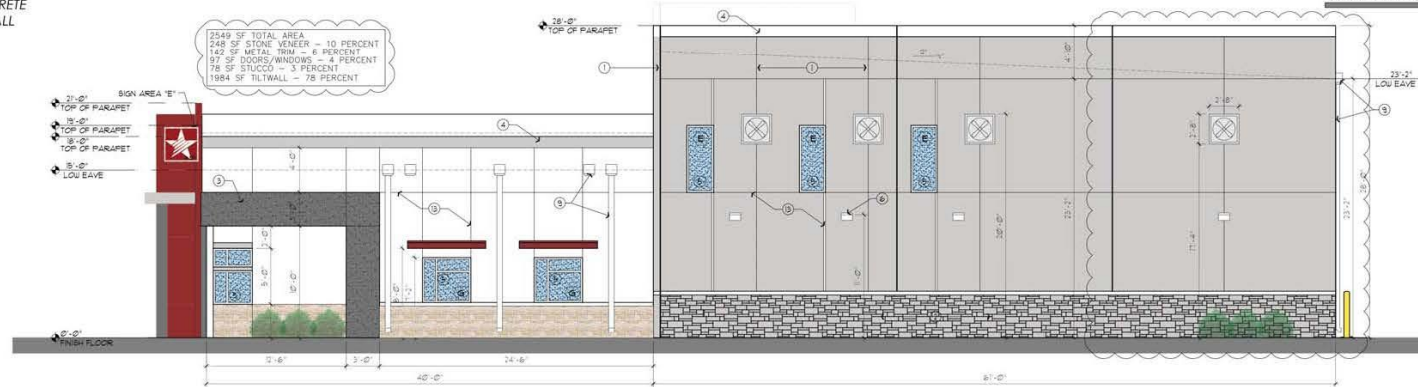
Sign Exhibit



VICINITY MAP - NTS



BUILDING A PLAN VIEW - NTS



02 | WEST CONCEPT ELEVATION

SCALE: 3/16" = 1'-0"



01 | NORTH CONCEPT ELEVATION

SCALE: 3/16" = 1'-0"

GENERAL NOTES:












1. This Concept Elevation is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division.
2. All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.

OWNER/APPLICANT:
LUIS CONSTRUCTION
SERVICE INC. & NEWSTAR
545 E. CHURCH ST.
LEWISVILLE, TX 75057
PHONE: 972-906-9988

CONTRACTOR:
RELIABLE PAVING, INC.
1903 PEYCO DR. N.
ARLINGTON, TX 76001
PHONE: 817-467-0779
ATTN: JOHN MORRIS, P.E.
john@reliablepaving.com

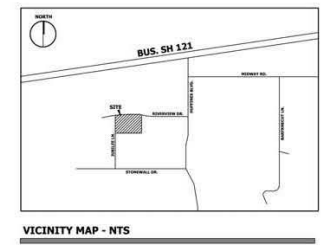
BUILDING A CONCEPT SIGNS

NEWSTAR DRILLING, INC.
1620 RIVERVIEW DR.
LOT 1, BLOCK C - RIVERVIEW INDUSTRIAL ADDITION
CITY OF LEWISVILLE, DENTON COUNTY, TEXAS
JUNE 18, 2019

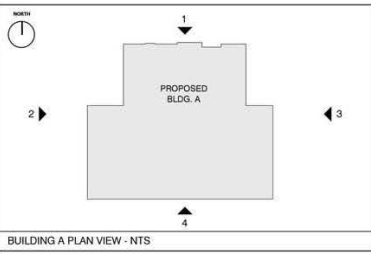
	STUCCO		CULTURED STONE		CONCRETE TILT WALL
	EIFS TRIM		CULTURED STONE		CONCRETE TILT WALL
	EIFS TRIM		STUCCO		CONCRETE TILT WALL
			GLASS		CONCRETE TILT WALL

- LEGEND NOTES:
- | | | |
|--|--|------------------------|
| 1. CONCRETE TILT WALL | 6. WALL MOUNTED LED LIGHT FIXTURE | 10. METAL ROLL UP DOOR |
| 2. CULTURED STONE | 7. METAL FRAMED ACCENT AWNING | 11. HOLLOW METAL DOORS |
| 3. STUCCO | 8. TPO ROOF | 12. PIPE BOLLARD |
| 4. STUCCO ACCENT BAND | 9. DOWNSPOUTS AND GUTTERS PAINTED TO MATCH BLDG. | 13. WALL REVEALS |
| 5. CLEAR ANODIZED ALUM. FRAME WITH LOW-E GLAZING | | |

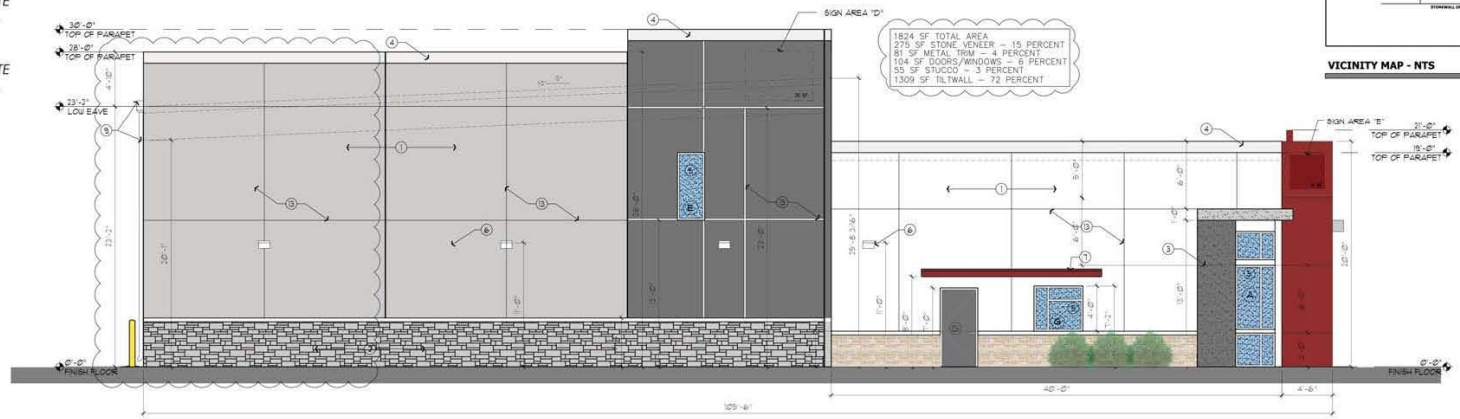
Building Elevations



VICINITY MAP - NTS



BUILDING A PLAN VIEW - NTS



03 | EAST CONCEPT ELEVATION

SCALE: 3/16" = 1'-0"

- GENERAL NOTES:
1. This Concept Elevation is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division.
 2. All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.



04 | SOUTH CONCEPT ELEVATION

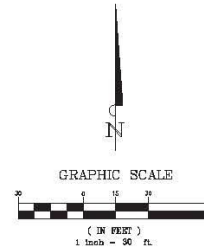
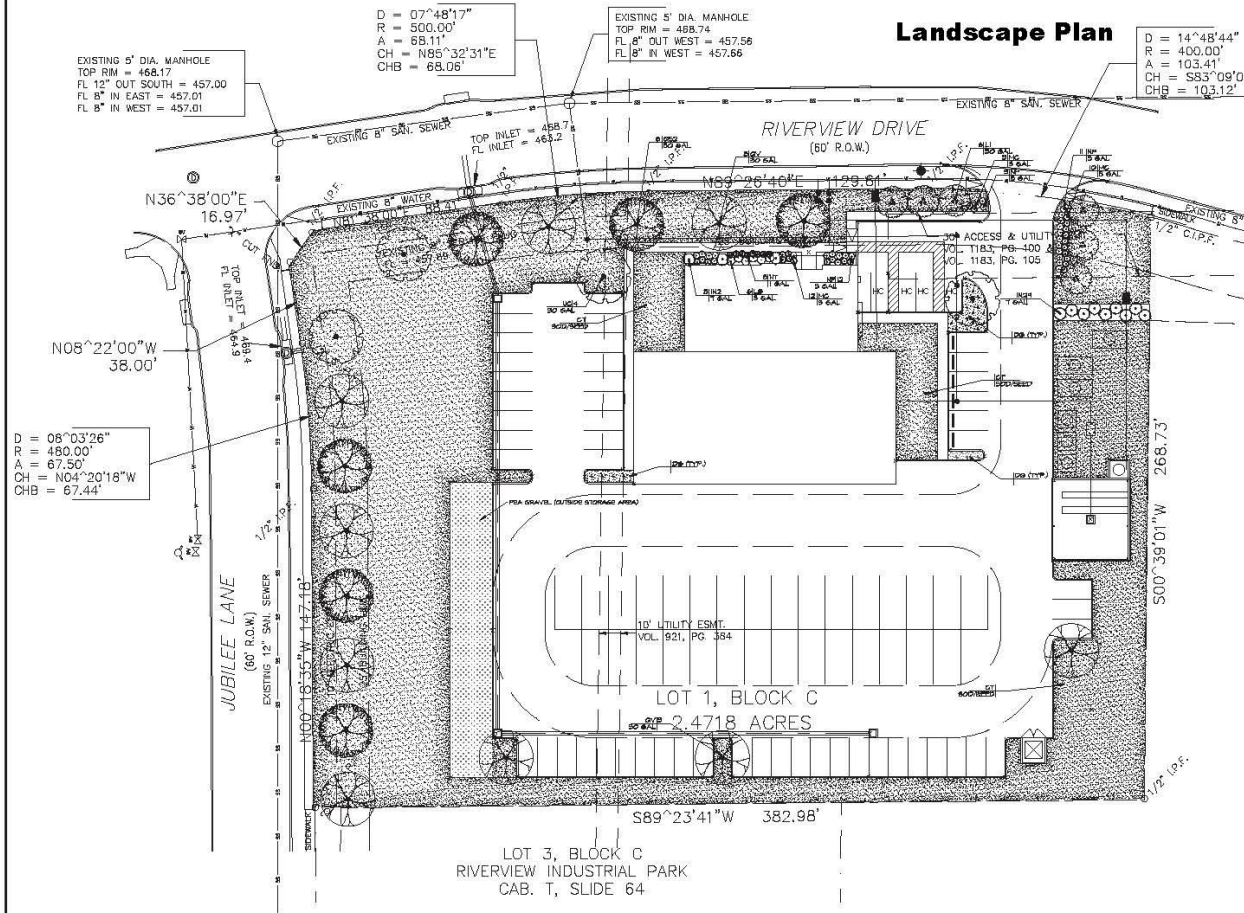
SCALE: 3/16" = 1'-0"

OWNER/APPLICANT:
LUIS CONSTRUCTION
SERVICE INC. & NEWSTAR
545 E. CHURCH ST.
LEWISVILLE, TX 75057
PHONE: 972-906-9988

CONTRACTOR:
RELIABLE PAVING, INC.
1903 PEYCO DR. N.
ARLINGTON, TX 76001
PHONE: 817-467-0779
ATTN: JOHN MORRIS, P.E.
john@reliablepaving.com

BUILDING A CONCEPT ELEVATION











NEWSTAR DRILLING, INC.
1620 RIVerview DR.
LOT 1, BLOCK C - RIVerview INDUSTRIAL ADDITION
CITY OF LEWISVILLE, DENTON COUNTY, TEXAS
JUNE 18, 2019



LANDSCAPE TABULATIONS:

TOTAL LOT AREA	107,592.9
LANDSCAPE AREA PROVIDED	46,602.9
LANDSCAPE BUFFER AREA	6,568.9
SUFFER TREES REQUIRED 1/1500 SF	11 TREES
SUFFER TREES PROVIDED	14 TREES
PARKING LOT TREES REQUIRED 1/16 9'WIDE166 9'WIDE	4 TREES
PARKING LOT TREES PROVIDED	5 TREES
PARKING LOT AREA	41,709.9
PARKING LOT LANDSCAPE AREA REQUIRED 95	2,500.9
PARKING LOT LANDSCAPE AREA PROVIDED	2,314.9

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	GAL	SIZE	NOTES
	6	Lagerstroemia indica / Crepe Myrtle	30 GAL	2 1/2"	6'-8"	SYMMETRICAL, MATCHING, FULL
	6	Quercus shumardii / Shumard Red Oak	30 GAL	2 1/2"	10'-12"	SYMMETRICAL, MATCHING, FULL
	4	Quercus virginiana / Southern Live Oak	30 GAL	2 1/2"	10'-12"	SYMMETRICAL, MATCHING, FULL
	4	Ulmus crassifolia / Cedar Elm	30 GAL	2 1/2"	10'-12"	SYMMETRICAL, MATCHING, FULL
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPACING	NOTES
	12	Ilex x Nette R. Stevens / Nette Stevens Holly	7 GAL	48" HT.	48" O.C.	SYMMETRICAL, MATCHING, FULL
	6	Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger	3 GAL	24" HT.	36" O.C.	SYMMETRICAL, MATCHING, FULL
	28	Hamelbergia capillaris / Pink Holly	3 GAL	24" HT.	36" O.C.	SYMMETRICAL, MATCHING, FULL
	28	Nandina domestica 'Fire Power' / Firepower Nandina	3 GAL	24" HT.	36" O.C.	SYMMETRICAL, MATCHING, FULL
	8	Nassella tenuissima / Texas Needle Grass	1 GAL	18" HT.	30" O.C.	SYMMETRICAL, MATCHING, FULL
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	NOTES			
	PER PLAN	Decomposed Granite	5" DEPTH COMPACTED WITH PERMEABLE REED HAT			
	PER PLAN	Cynodon dactylon TR 414 / Bermuda Grass	500 OR 5850			



Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.



NEWSTAR DRILLING, INC OFFICE BLDG.
RIVERVIEW INDUSTRIAL PARK ADDITION
LOT 1, BLOCK C
LEWISVILLE, TEXAS

LANDSCAPE PLAN

No.	Date	Revision Description



SHEET NO.
L-1.0

PROJECT NO: 195-17-01



Overview of City- Owned Property

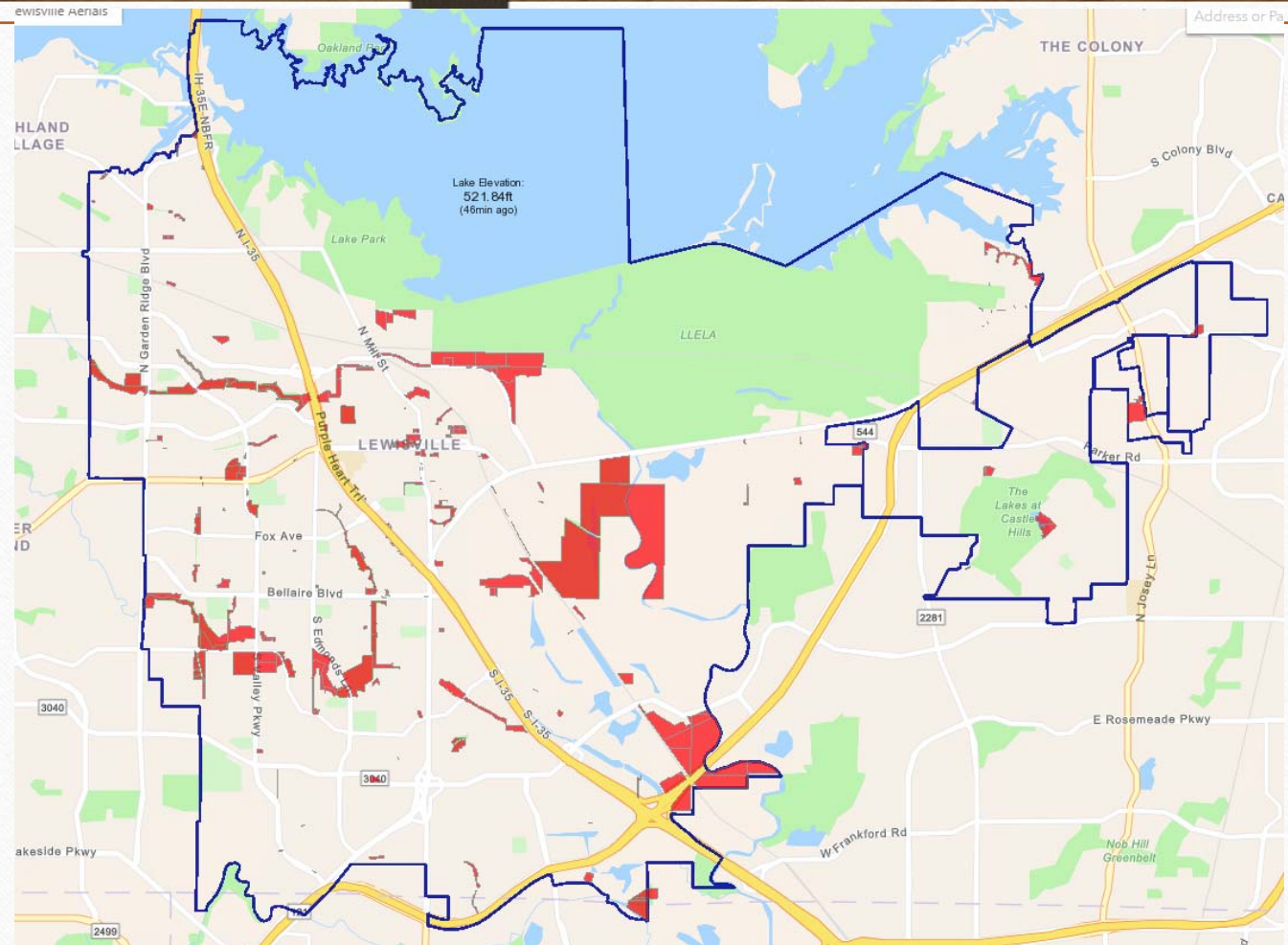
August 5, 2019

Purpose

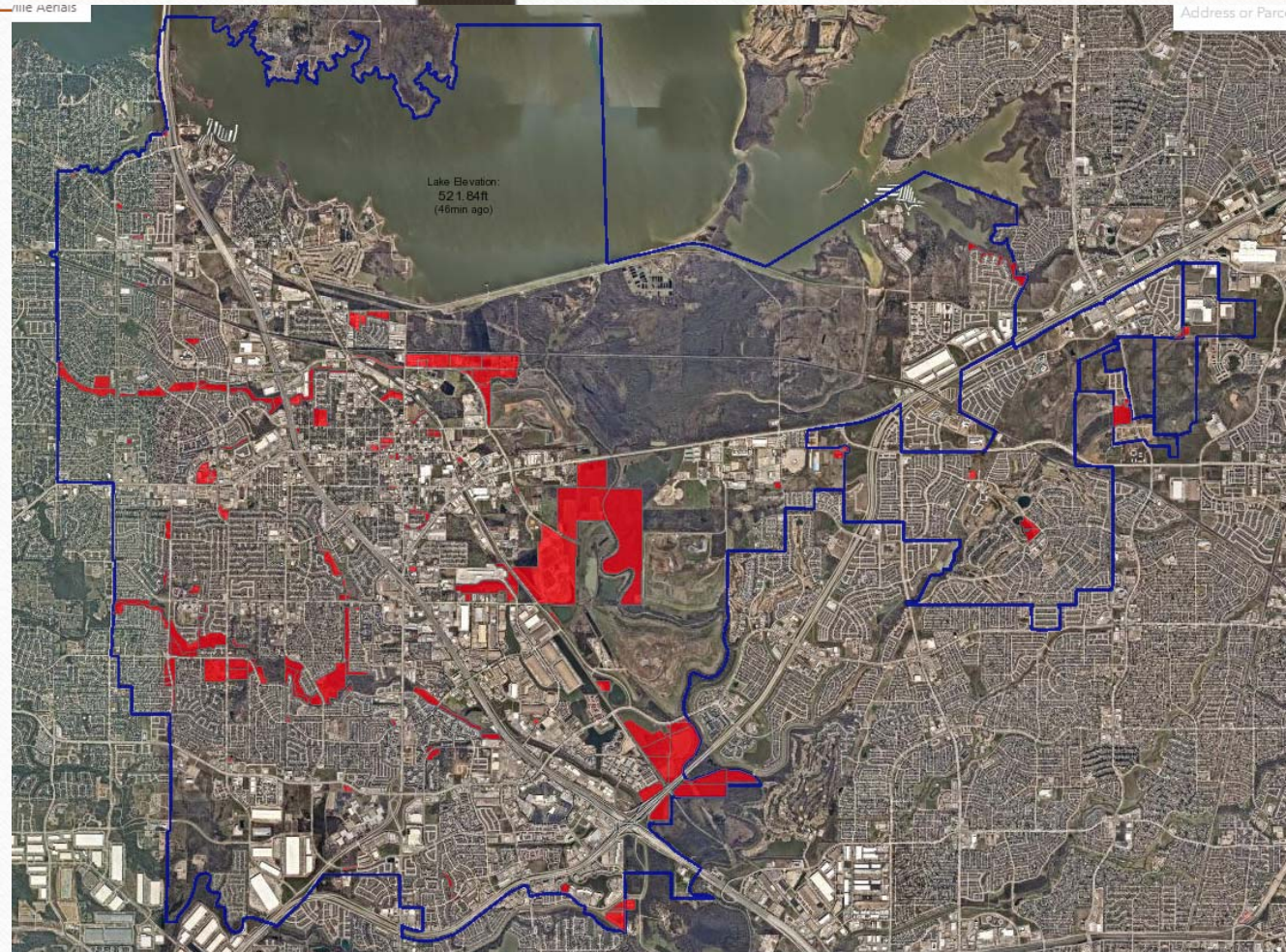
- Identify City owned property/create a database
- Categorize into existing/future use
- Identify target areas for future development/use

Overview

Map



Overview Map (Aerial)



Fast Facts

- 312 Parcels / Properties (Exception - most City street rights-of-way not included)
- \$87,867,067 Total Market Value
- Properties Were Either:
 - Dedicated
 - Donated
 - Purchased/ Acquired

Property Categories

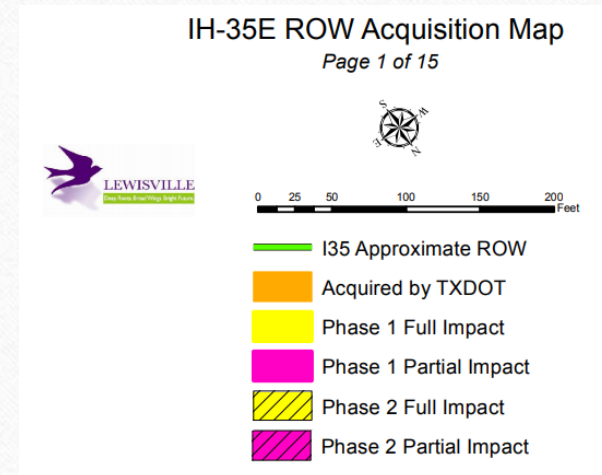
1. Building/Facility Property (Existing)
 - 47 parcels
2. Dedicated Park Land
 - 34 parcels
3. Dedicated Drainage/Utility R.O.W.
 - 30 parcels
4. Dedicated Drainage/Utility R.O.W. Trail – Park
 - 53 parcels
5. Lots Purchased for Drainage
 - 12 parcels
6. Excess Street R.O.W.
 - 72 parcels
7. I-35 Donation Deed Property
 - 17 parcels
8. Purchased/Acquired for Specific Reason / E.D., etc.
 - 47 parcels

Category #7 – I-35 Donation Deed Property

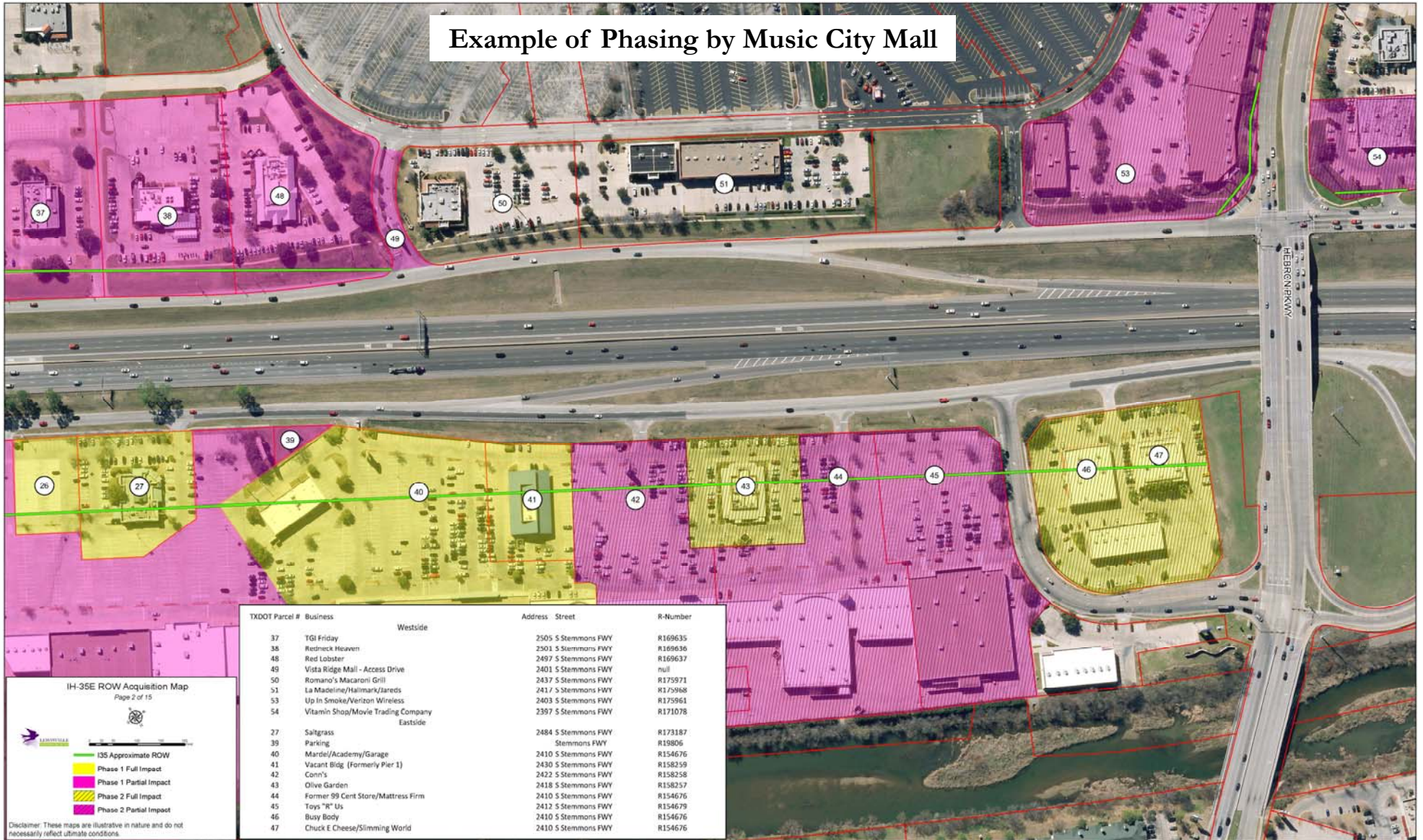
I35E ROW Acquisition TxDot

- Acquisition has four (4) phases
 - Phase I – Full Impact
 - Phase I – Partial Impact
 - Phase II – Full Impact
 - Phase II – Partial Impact

Map Legend →



Example of Phasing by Music City Mall



- Lakeland Drive
- High School Drive
- North Shore Place
- South Shore Place
- Harbor Drive

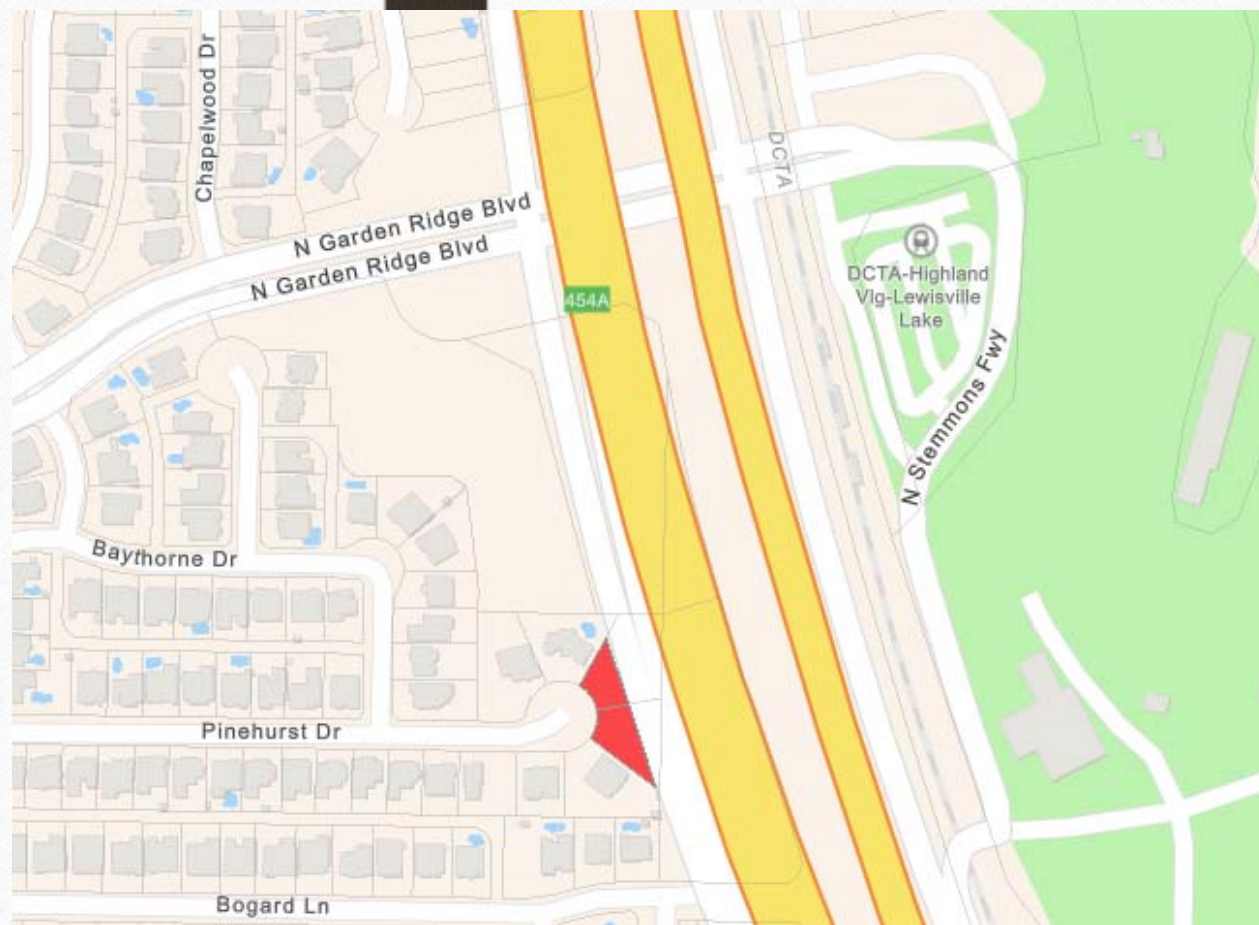
15 tracts currently owned by City.
Additional properties added during
Phase II





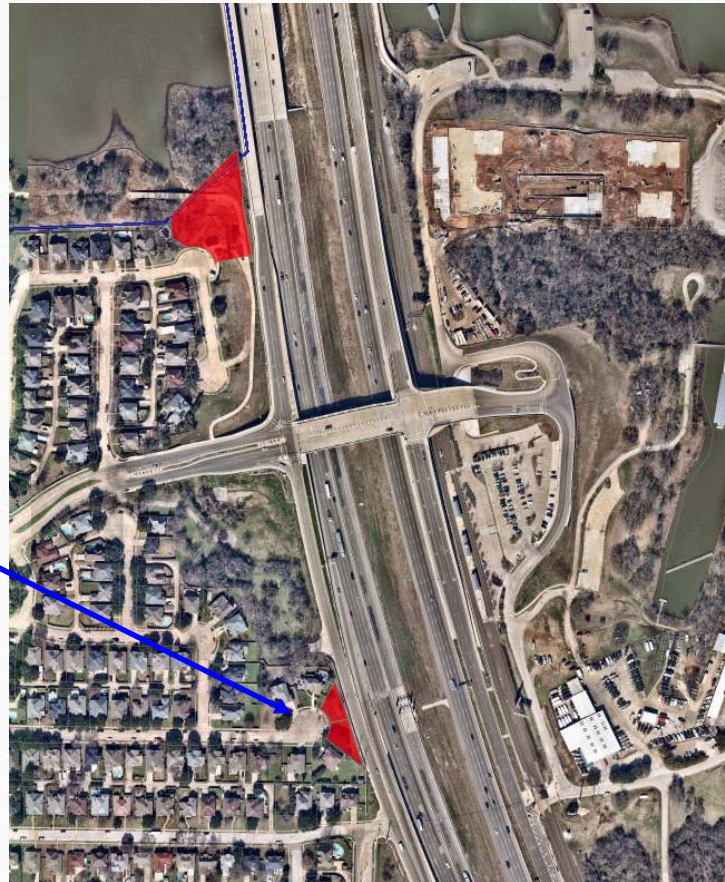


Pinehurst Drive



Pinehurst Drive

Two tracts total
approximately \$1,148
(market value per DCAD)





1301 Pinehurst Dr
Lewisville, Texas
Google
Street View - Oct 2018

Pinehurst - Two Tracts

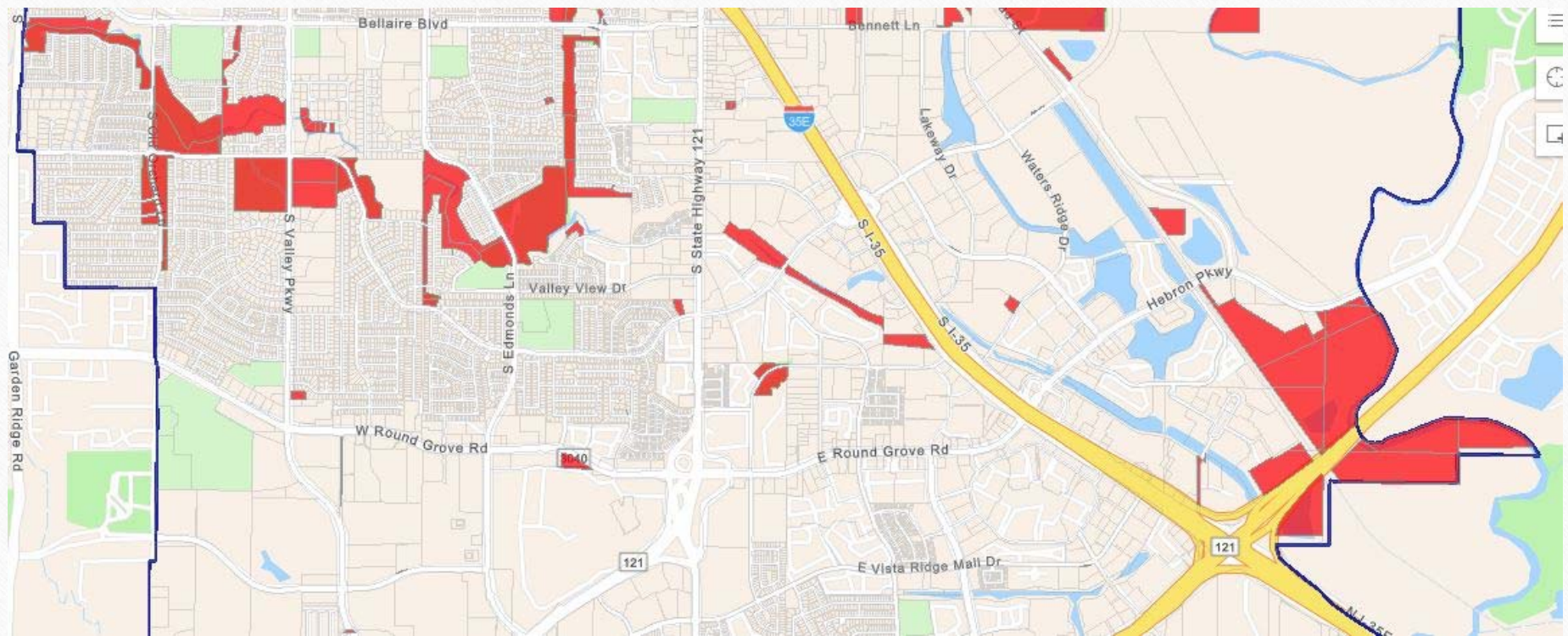


I-35 Public Property Plan

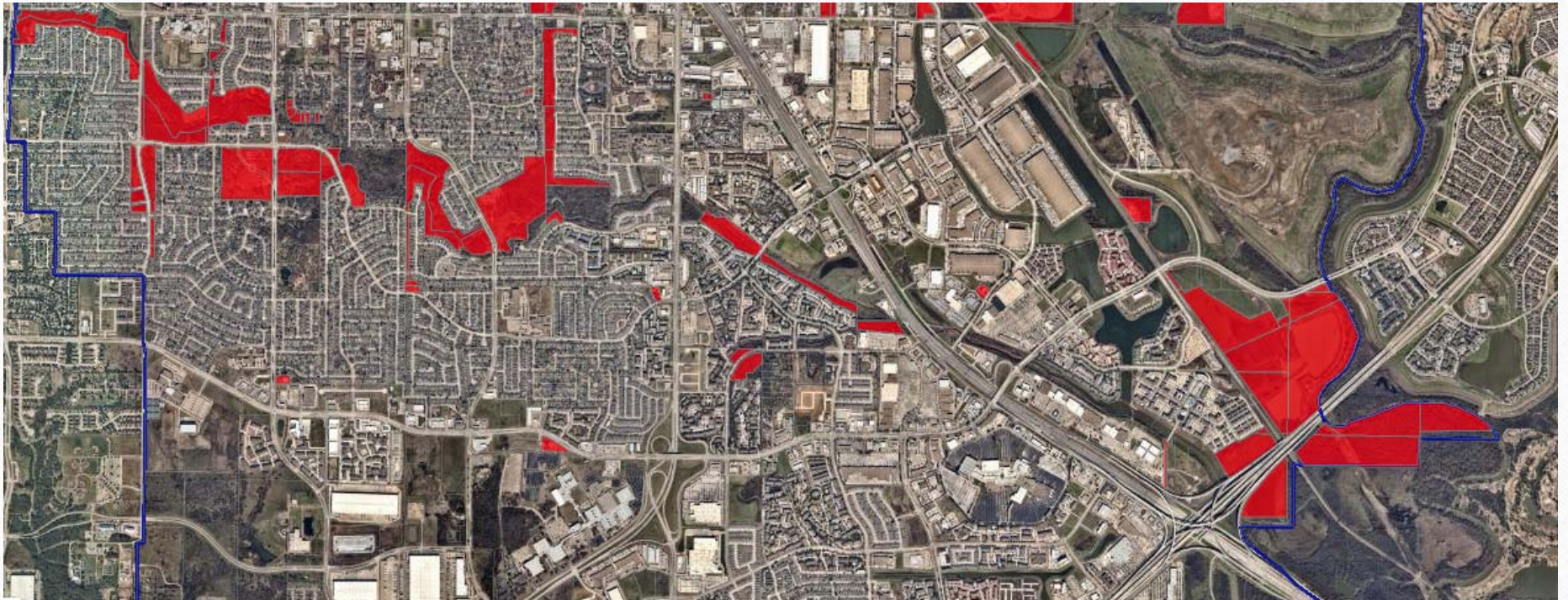
- In proposed base budget, existing fund balance would be used to hire consultant to develop a plan for city-owned property along the I-35 corridor.
- Consultant will study existing city and TxDOT plans as they relate to parcels currently owned by City along I-35 (i.e. I-35 Plan, TxDOT construction/design plans, ULI Triangle Study, 10 minute walk to park maps, Water and Wastewater Plans, Northern Gateway and Southern Gateway plan, Parks Master Plan, and Thoroughfare plans).
- Consultant will propose best uses for properties (development, acquisition, and opportunities).
- This will provide the city with a unified strategy for public property along the corridor. It can also help the city better position itself with TxDOT and property owners being affected by the next phases of I-35 expansion.

Category #4 – Dedicated Drainage/Utility
R.O.W. Trail – Park

Timber Creek / Southern Gateway



Timber Creek / Southern Gateway

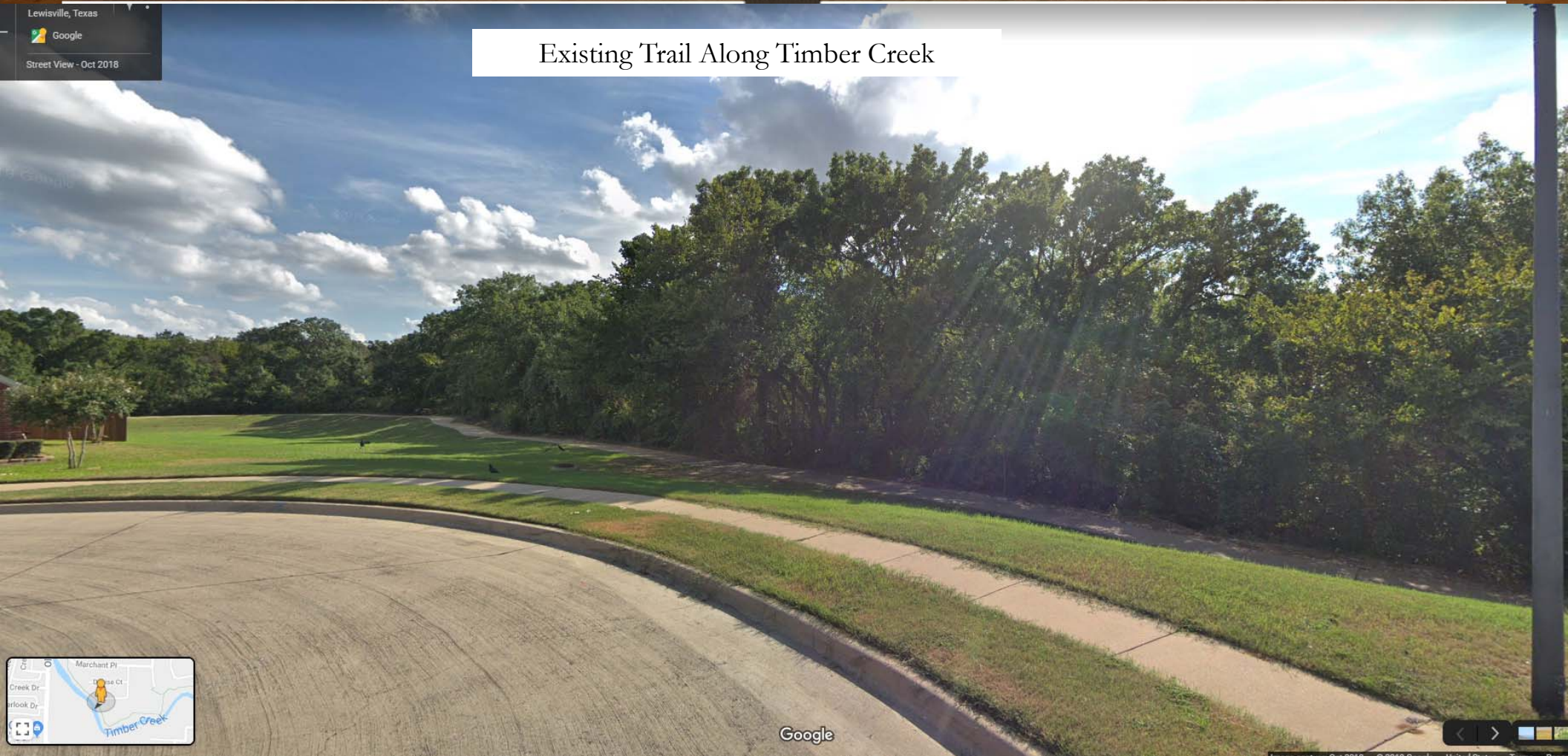


Lewisville, Texas

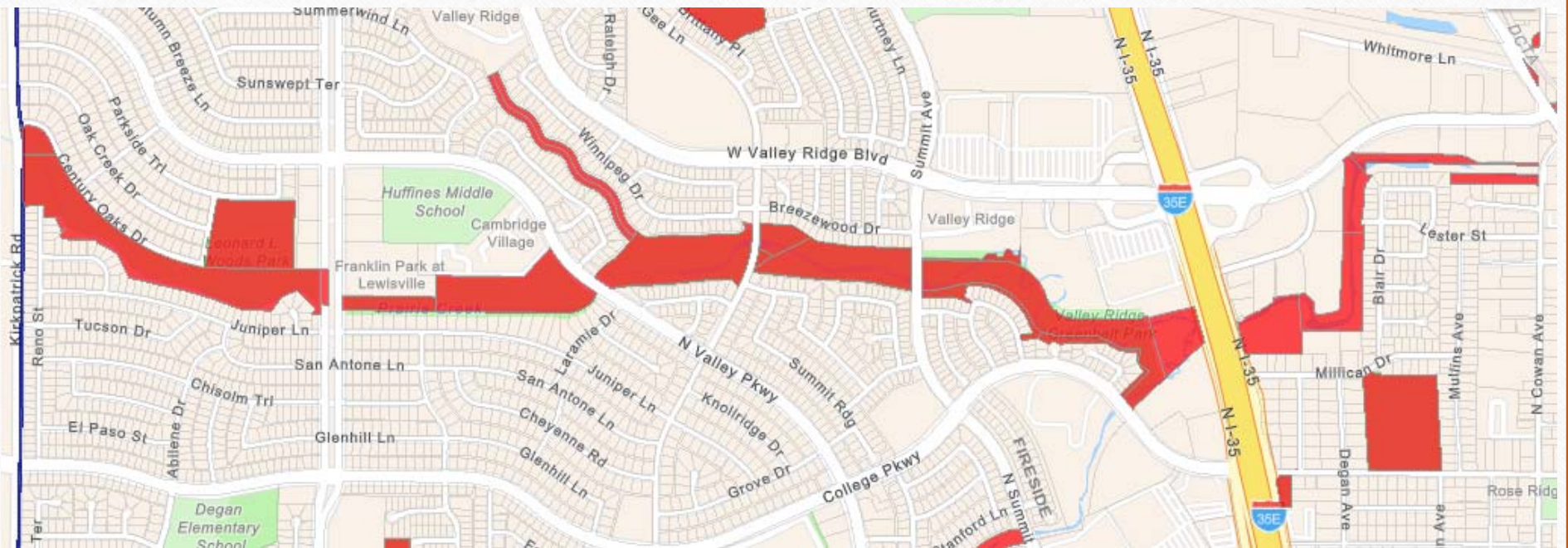
Google

Street View - Oct 2018

Existing Trail Along Timber Creek



Prairie Creek



Prairie Creek

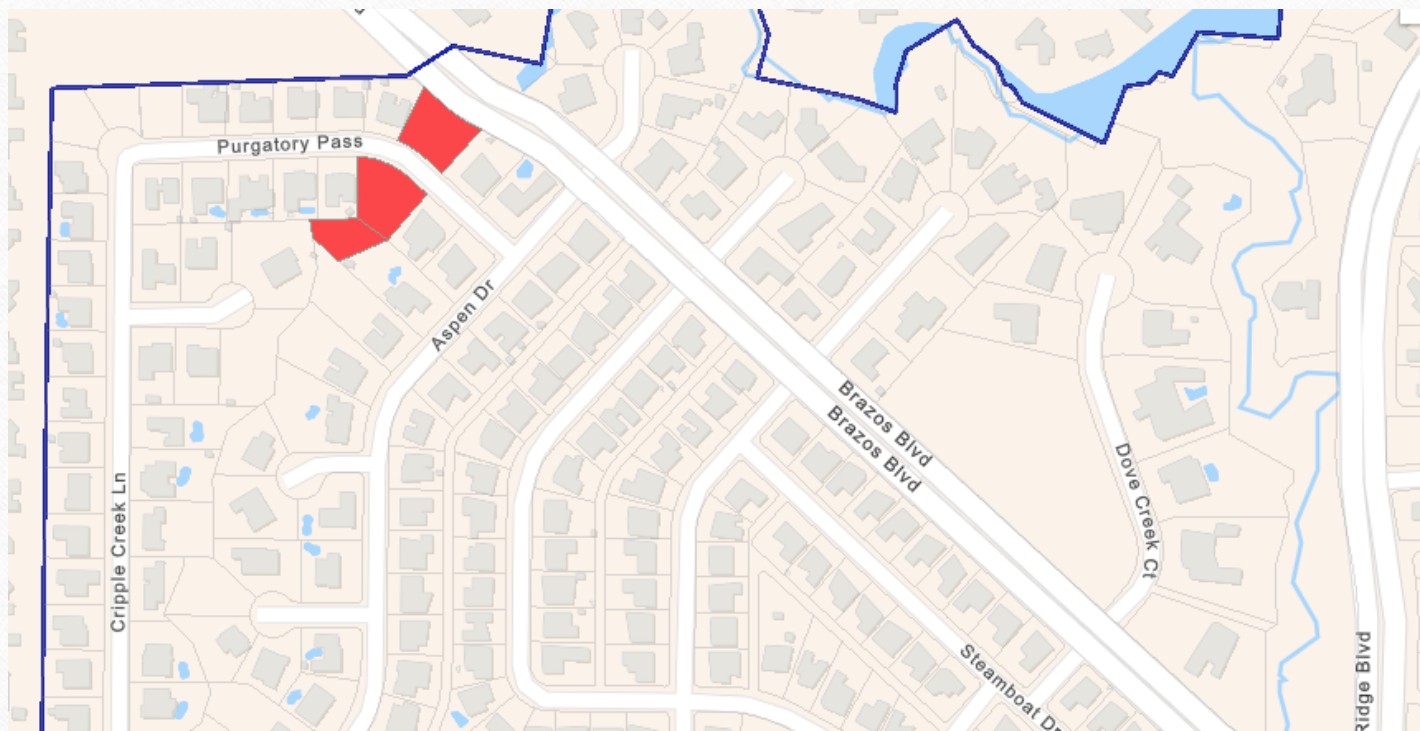


Existing Trail Along Prairie Creek



Category #5 – Lots Purchased for Drainage

Purgatory Pass / Aspen



Purgatory Pass / Aspen





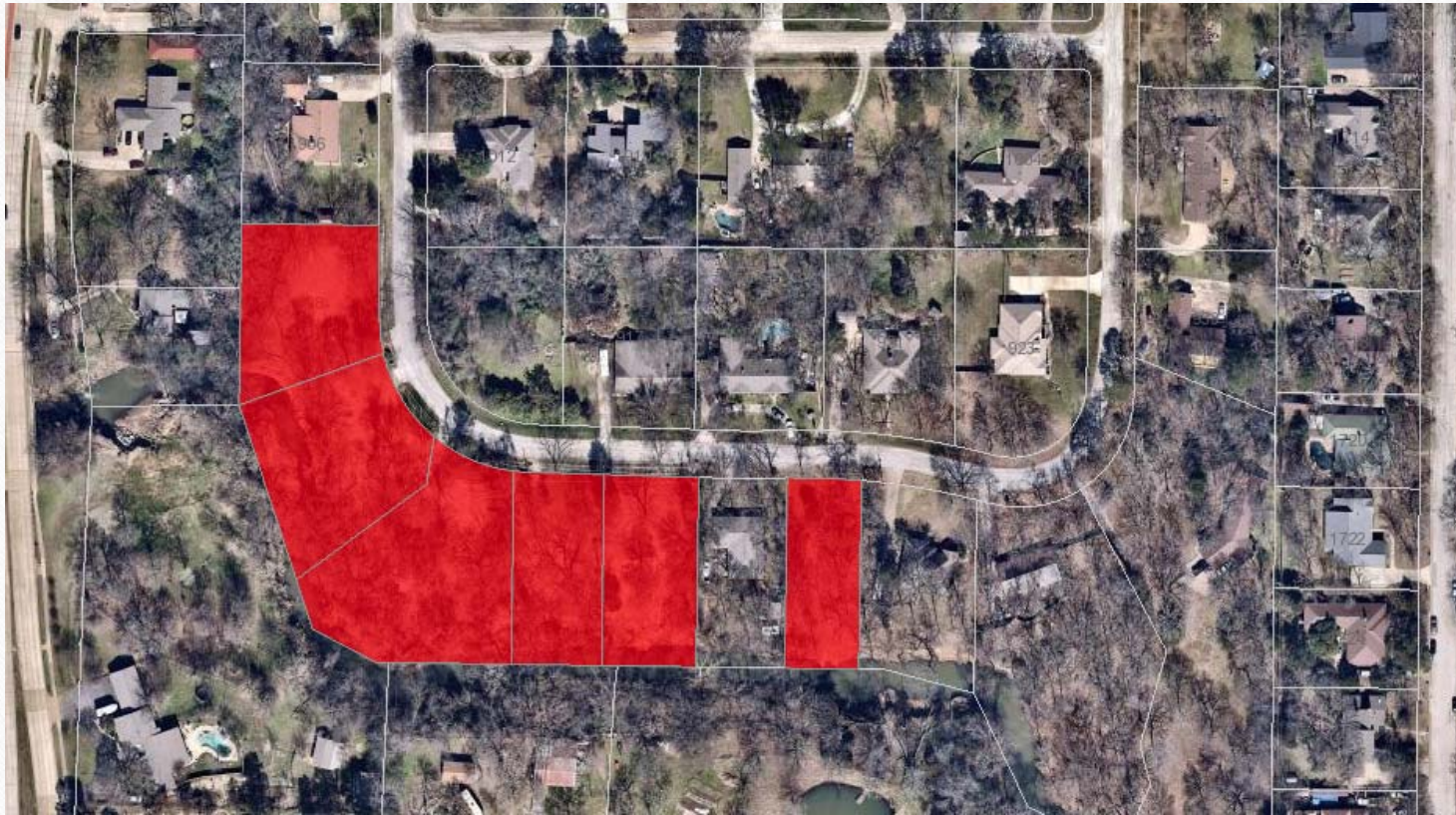
Google

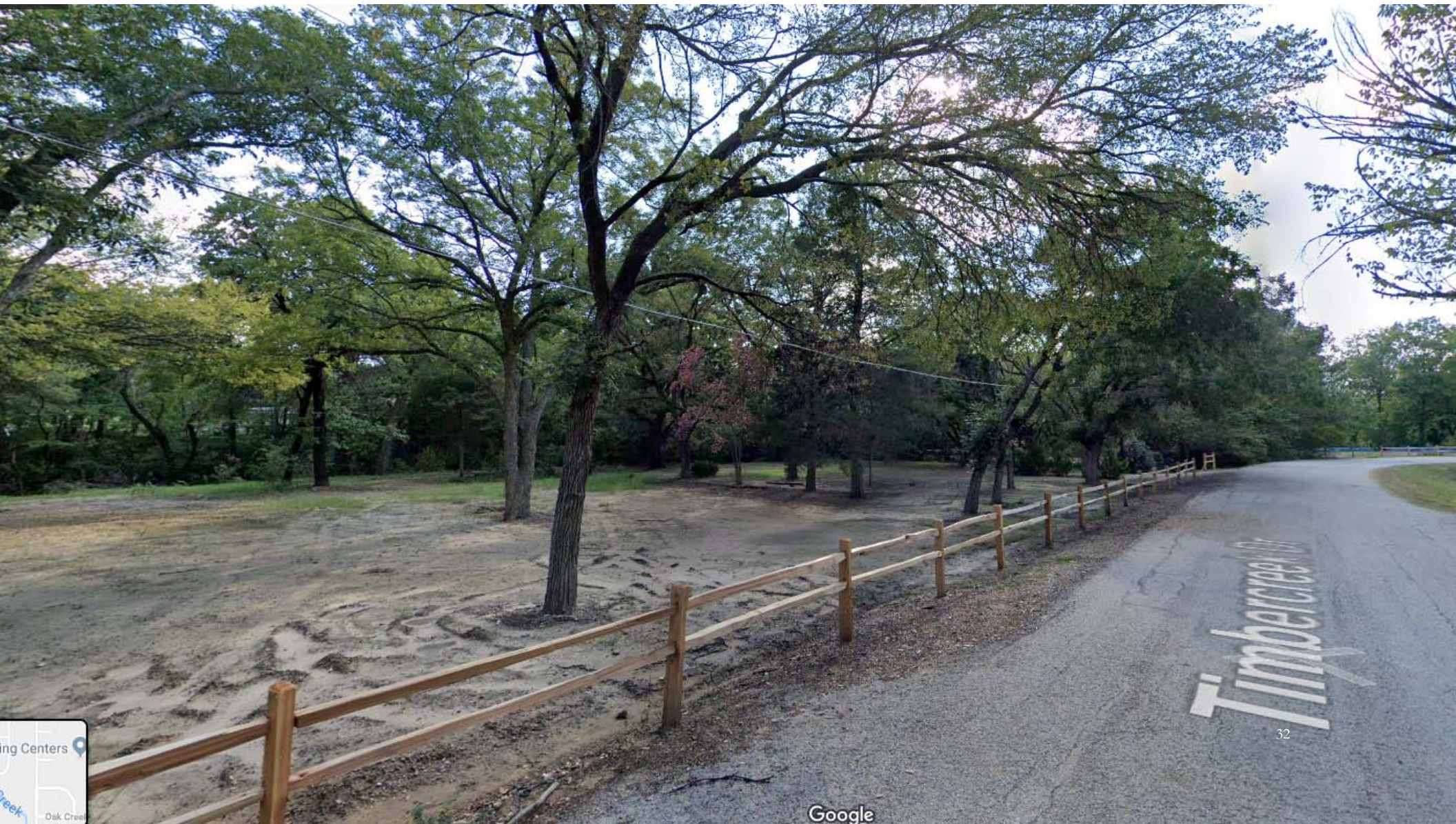


Timber Creek Drive

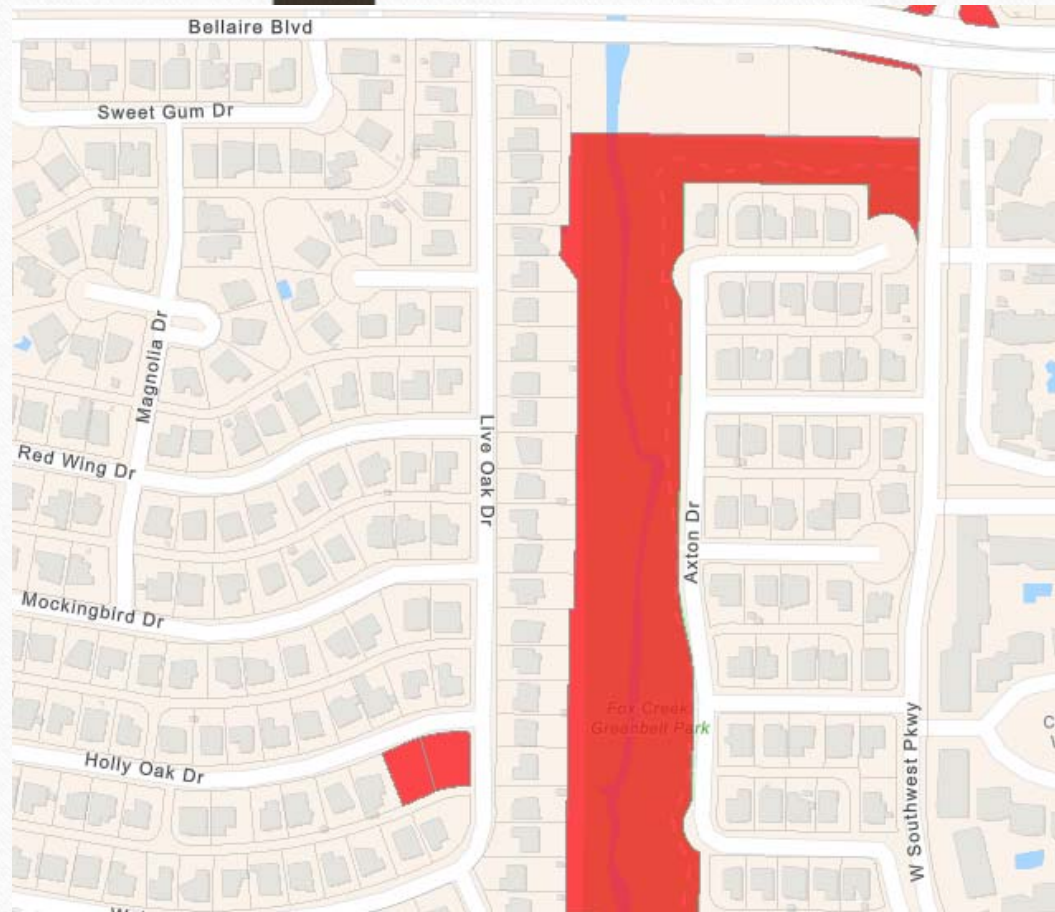


Timber Creek Drive





Holly Oak Drive

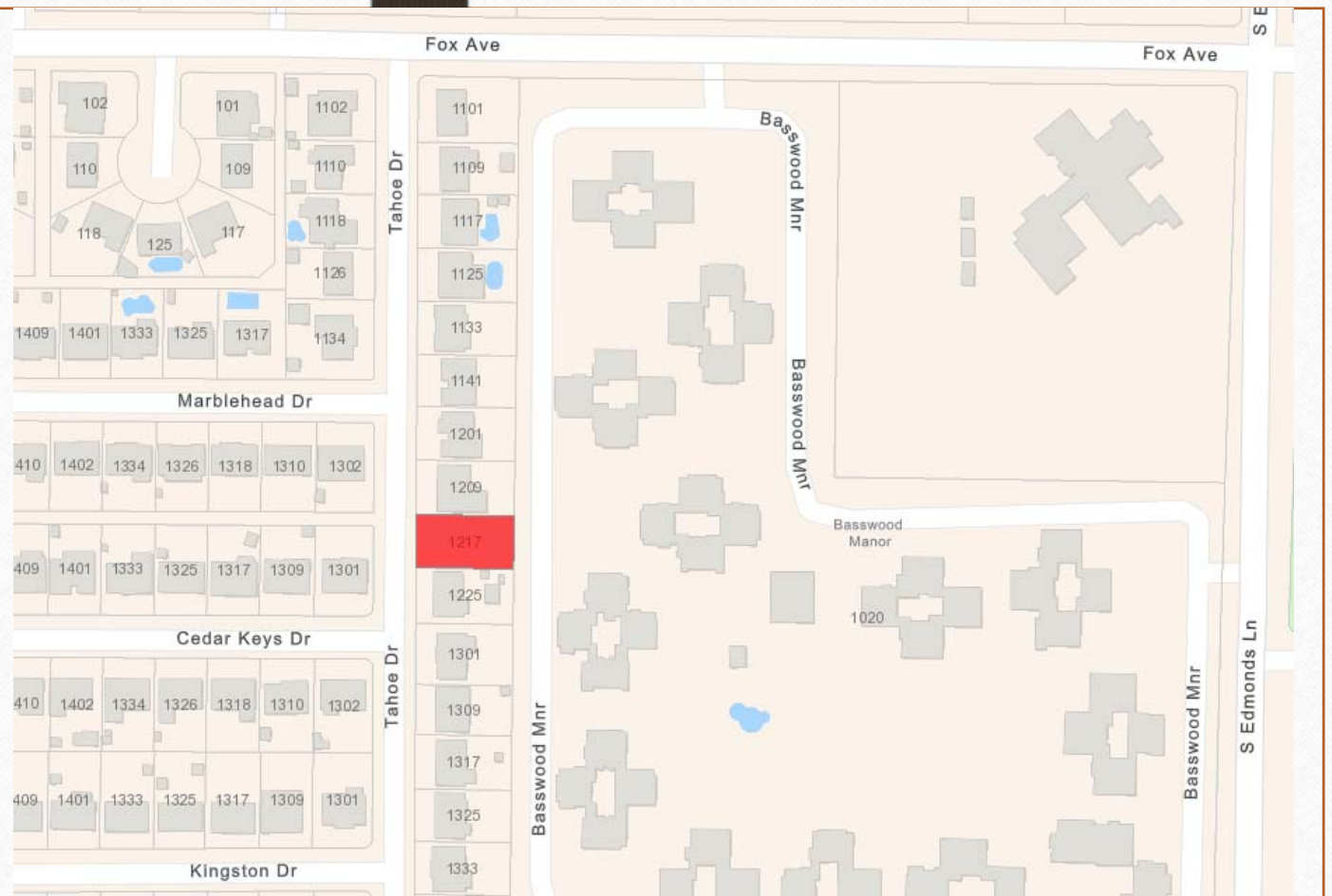


Holly Oak Drive





Tahoe



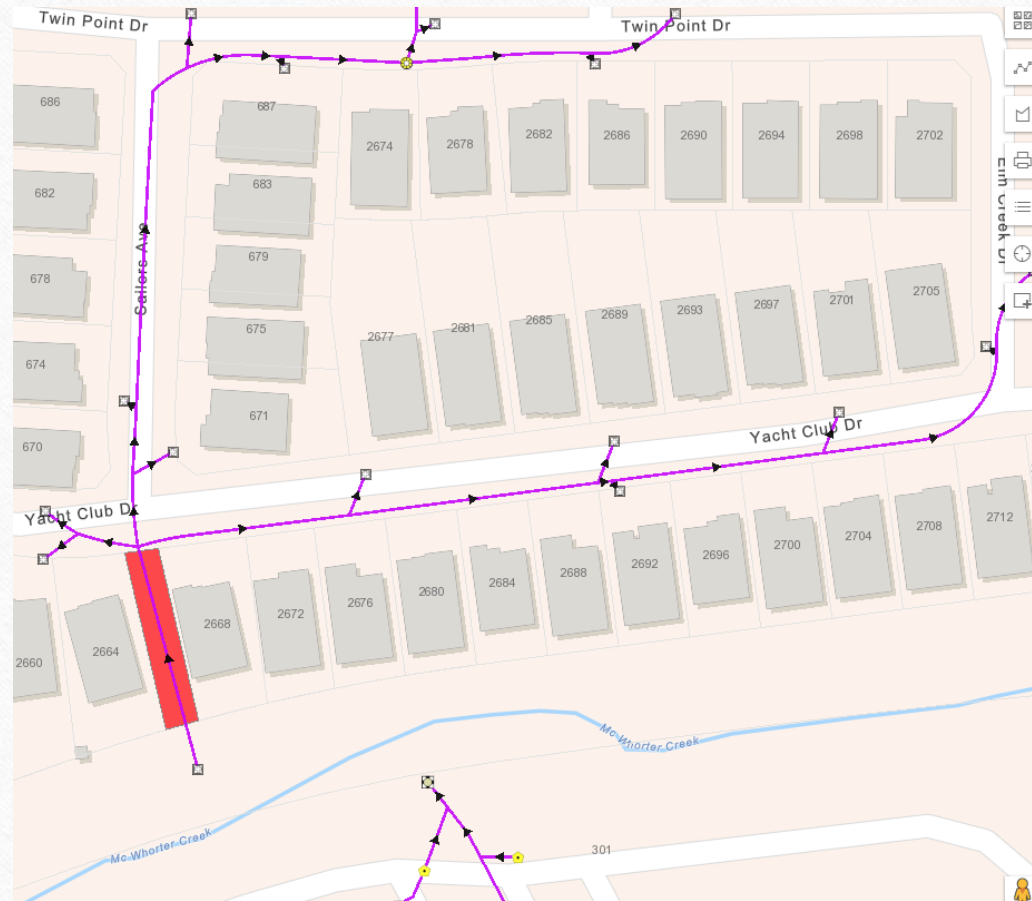
Tahoe





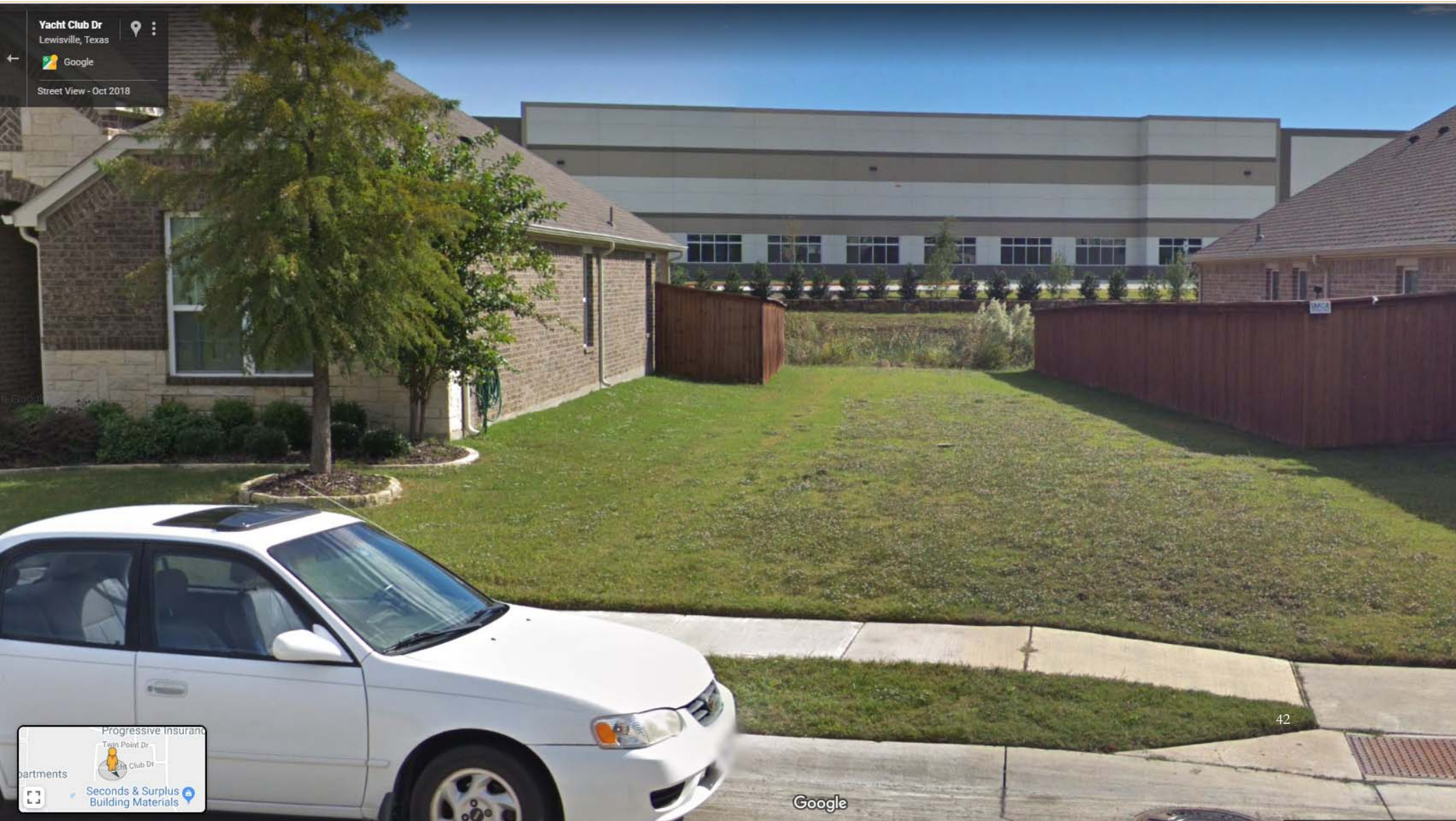
Category #3 – Dedicated Drainage/Utility R.O.W

R495334 Kings
Grant
Drainage
Between Two
Houses
(Yacht Club
Drive)



R495334
Kings Grant
Drainage
Between Two
Houses
(Yacht Club
Drive)





Yacht Club Dr
Lewisville, Texas



Street View - Oct 2018

Progressive Insurance

partments

Seconds & Surplus Building Materials

Google

42

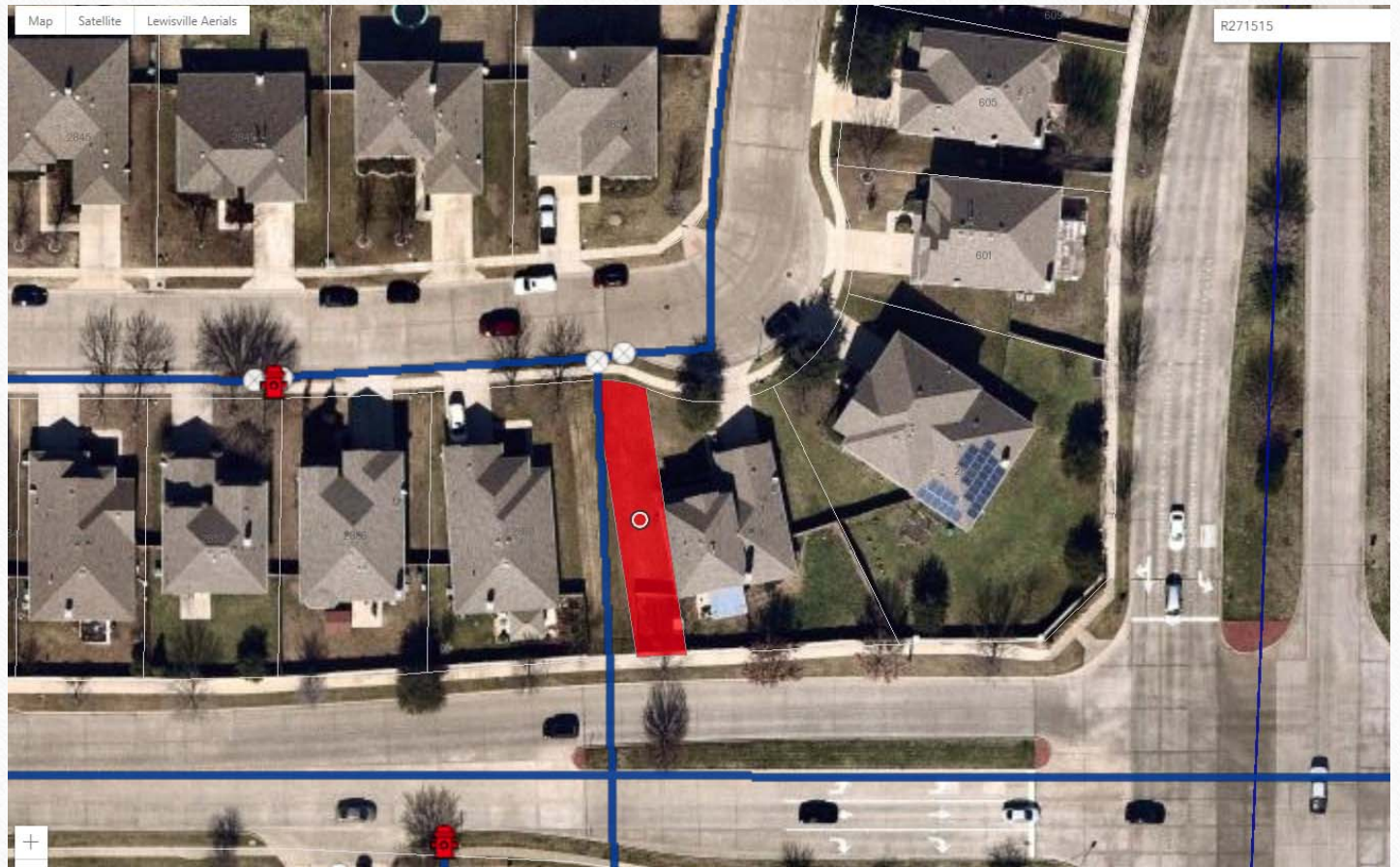
Shoreline Way

(Waterline
Between Two
Houses)



Shoreline Way

(Waterline
Between Two
Houses)





Moving Forward

- Continue to expand the database
- Utilize in future planning of I35, building/facility expansions, trails/parks/greenspace, economic development opportunities, and infrastructure management/development

City Owned Property Listing

RNUMBER	County	Subdivision	DCAD	Map	PropertyAddress	market_value	Current Use (primary/secondary)	Future Use	Follow Up Action Needed	Possible Sell or no?	Category
BUILDING/FACILITY PROPERTY (EXISTING)											
R100842	DENTON	TIMBER CREEK PUMP STATION ADDN	DCAD	MAP		\$116,400.00	Timbercreek Pump Station			no	1
R113285	DENTON	H. TURNER	DCAD	MAP	S VALLEY PKWY	\$309,714.00	Water tower			no	1
R114824	DENTON	HUNTERS GLEN PH 1	DCAD	MAP	1435 MOCCASSIN TRL	\$191,230.00	Fire Station #4			no	1
R117897	DENTON	HUNTERS GLEN PH 1	DCAD	MAP	MOCCASSIN TRL	\$217,365.00	Water tower			no	1
R121077	DENTON	HAMPTON HEIGHTS	DCAD	MAP	I35E	\$250,908.00	water tower at College and I35	partial I35 widening			1
R14775	DENTON	O T LEWISVILLE	DCAD	MAP	240 E CHURCH ST	\$126,000.00	parking lot related to VIC			no	1
R14780	DENTON	O T LEWISVILLE	DCAD	MAP	247 W MAIN ST	\$852,498.00	VIC			no	1
R148013	DENTON	F. PIERCE	DCAD	MAP	1375 N. Garden Ridge	\$34,891.00	lift station			no	1
R149085	DENTON	VALLEY RIDGE PH 4	DCAD	MAP		\$126,105.00	pump station			no	1
R154757	DENTON	TOMMY FEASTER ADDN	DCAD	MAP	1400 N COWAN AVE	\$1,075,365.00	water treatment plant			no	1
R16691	DENTON	OWENS FAMILY ADDN	DCAD	MAP	1070 TEXAS ST	\$1,223,112.00	Fire Station #7			no	1
R16709	DENTON	J. ARMENDARIES	DCAD	MAP		\$346,901.00	Hebron Kayak Access			no	1
R17185	DENTON	J. CHOWNING	DCAD	MAP		\$173,950.00	Hebron Kayak Access			no	1
R18175	DENTON	WAGGONER	DCAD	MAP	JONES ST	\$392,040.00	HHW site; beside water treatment plant	Potential water plant expansion	complete water master planning process	no	1
R183803	DENTON	OLD TOWN FIRE STATION ADDN	DCAD	MAP	702 E MAIN ST	\$177,333.00	Fire Station No. 2			no	1
R19055	DENTON	J. W. KING	DCAD	MAP	127 S MILL ST	\$458,296.00	Elm Street parking lot			yes	1
R191441	DENTON	LAKEPOINTE PH 2	DCAD	MAP	651 WATERS RIDGE DR	\$208,695.00	Fire Station No. 5			no	1
R20057	DENTON	BELLAIRE ELEVATED TANK ADDN	DCAD	MAP		\$221,611.00	Bellaire Elevated Tank			no	1
R202811	DENTON	LEWISVILLE SERVICE CENTER	DCAD	MAP	1100 N KEALY AVE	\$745,058.00	Kealy Service Center			no	1
R202812	DENTON	LEWISVILLE SERVICE CENTER	DCAD	MAP	N KEALY AVE	\$93,350.00	Kealy Service Center			no	1
R202813	DENTON	LEWISVILLE SERVICE CENTER	DCAD	MAP	701 TREATMENT PLANT RD	\$1,401,498.00	Kealy Service Center			no	1
R202814	DENTON	LEWISVILLE SERVICE CENTER	DCAD	MAP	897 TREATMENT PLANT RD	\$913,095.00	Kealy Service Center			no	1
R202815	DENTON	LEWISVILLE SERVICE CENTER	DCAD	MAP	N KEALY AVE	\$813,773.00	Sewer Treatment Plant			no	1
R220906	DENTON	FIRE STATION NO 6	DCAD	MAP	2120 MIDWAY RD	\$1,307,870.00	Fire Station No. 6			no	1
R245449	DENTON	OLD TOWN CITY HALL ADDN	DCAD	MAP	151 W CHURCH ST	\$7,743,363.00	City Hall			no	1
R254183	DENTON	SOUTHSIDE PUMP STATION ADDITION	DCAD	MAP		\$3,645,972.00	Ground Storage Tanks - located in Denton County			no	1
R271994	DENTON	P. SPLANE	DCAD	MAP		\$364,816.00	DCFWSO Elevated Tank/Ground Storage Tank Yard			no	1
R271997	DENTON	W.J. BONNER	DCAD	MAP		\$43,059.00	SW Castle Hills Lift Station			no	1

City Owned Property Listing

RNUMBER	County	Subdivision	DCAD	Map	PropertyAddress	market_value	Current Use (primary/secondary)	Future Use	Follow Up Action Needed	Possible Sell or no?	Category
R271998	DENTON	H. YOUNG	DCAD	MAP		\$13,590.00	Meter station			no	1
R273217	DENTON	P. SPLANE	DCAD	MAP		\$65,994.00	DCFWSD property related to elevated tank/ground storage tank			no	1
R280652	DENTON	MERIDIAN ADDITION PHASE 2A & 2B	DCAD	MAP	1324 ANNALEA COVE DR	\$540.00	Lift Station;			no	1
R287603	DENTON	CIVIC CENTER ADDN	DCAD	MAP	184 N VALLEY PKWY	\$802,896.00	Police Station			no	1
R287604	DENTON	CIVIC CENTER ADDN	DCAD	MAP	188 N VALLEY PKWY	\$509,130.00	Central Fire Station			no	1
R287605	DENTON	CIVIC CENTER ADDN	DCAD	MAP	CIVIC CIR	\$754,806.00	Herring Recreation Center and parking lot			no	1
R287606	DENTON	CIVIC CENTER ADDN	DCAD	MAP	W MAIN ST	\$2,172,426.00	annex, library, parking area			no	1
R310611	DENTON	AUSTIN RANCH WEST	DCAD	MAP	WINDHAVEN PKWY	\$1,306,800.00	Austin Ranch Elevated Tank	future park/green space; trail head		no	1
R315343	DENTON	MIDWAY PUMP STATION ADDITION	DCAD	MAP	2110 MIDWAY RD	\$3,204,927.00	Midway Pump Station			no	1
R498568	DENTON	TEXAS INSTRUMENTS ADDN	DCAD	MAP	500 W ROUND GROVE RD	\$1,225,177.00	New Fire Station No. 3			no	1
R614779	DENTON	W. CANTWELL	DCAD	MAP	HEBRON PKWY	\$11,724.00	Hebron Kayak Access			no	1
R622652	DENTON	O T LEWISVILLE	DCAD	MAP	100 N CHARLES ST	\$1,178,211.00	MCL Grand			no	1
R675937	DENTON	LAKEWOOD HILLS WEST ADDITION PH	DCAD	MAP	3300 LAKEWOOD HILLS DR	\$2,125,569.00	Fire Station 8			no	1
R707020	DENTON	BROWNSTONES ON WEST WALTERS A	DCAD	MAP	W WALTERS ST	\$141,134.00	walters street parking lot behind current townhomes			no	1
R741423	DENTON	BROWNSTONE ON WEST WALTERS AD	DCAD	MAP	W WALTERS ST		walters street parking lot behind future townhomes			no	1
R80137	DENTON	THE CORRAL	DCAD	MAP		\$382,360.00	Fire Station 3			no	1
12268000K003000	DALLAS	VISTA RIDGE	#VALUE!	MAP	831 LAKE VISTA DR		ground storage water			no	1
12268000K003010	DALLAS	VISTA RIDGE	#VALUE!	MAP	861 LAKE VISTA DR		ground storage water			no	1
R18312	DENTON	MEMORIAL PARK ADDN	DCAD	MAP	1950 S VALLEY (SWC VALLEY	\$3,264,963.00	Thrive			no	1
										TOTAL	47
DEDICATED PARK LAND											
R127726	DENTON	VALLEY VISTA 3	DCAD	MAP	CORPORATE DR	\$11,690.00	Part of Valley Vista property (says Park on plat)	Valley Vista Nature Park		no	2
R132464	DENTON	CREEKVIEW VILLAGE PH 1	DCAD	MAP	1407 CREEKVIEW DR	\$544,981.00	park and greenbelt dedication 1996			no	2
R132975	DENTON	HUNTERS GLEN PH 3	DCAD	MAP	JAVELIN WAY	\$27,081.00	park area dedicated - concrete walking trail	trail leads to Meadow Lake Park		no	2
R132976	DENTON	HUNTERS GLEN PH 3	DCAD	MAP	JAVELIN WAY	\$53,865.00	park area dedicated - concrete walking trail	trail leads to Meadow Lake Park		no	2
R133035	DENTON	HUNTERS GLEN PH 3	DCAD	MAP	PARK SITE	\$114,141.00	park area dedicated - concrete walking trail, open space,	trail leads to Meadow Lake Park	Create linkage to trails from HOA to trails to the west	no	2
R133617	DENTON	VISTA RIDGE	DCAD	MAP	LAKE VISTA DR	\$2,315,394.00	Vista Ridge park and Athletic Complex	continue park use	master plan scheduled to start in fall 2019	no	2
R134071	DENTON	MEADOW LAKE 4 SEC 2	DCAD	MAP		\$5,436.00	Meadowlake Park and trail			no	2
R137689	DENTON	VISTA RIDGE	DCAD	MAP	LAKE VISTA DR	\$1,874,108.00	part of Vista Ridge park and Athletic Complex - utility easements	open space or green space?	master plan scheduled to start in fall 2019	yes	2
R147602	DENTON	VALLEY RIDGE PH 4	DCAD	MAP		\$731,808.00	Valley Ridge Green Belt Park			no	2
R147606	DENTON	VALLEY VISTA 3RI	DCAD	MAP	HILLSHIRE DR	\$100.00	Willow Grove Park	Park and future trail head into Timber Creek Trail	evaluate in next parks and trails master plan	no	2
R164856	DENTON	MCKENZIE-HEMBRY ADDN	DCAD	MAP	MCKENZIE ST	\$35,280.00	Alvin Turner Sr Park			no	2
R166241	DENTON	GARDEN RIDGE ADDN PH II	DCAD	MAP	DAFFODIL LN	\$4,600.00	Daffodil Park			no	2
R17315	DENTON	COLLEGE STREET PARK	DCAD	MAP	535 W COLLEGE ST	\$494,364.00	College Street Park			no	2

City Owned Property Listing

RNUMBER	County	Subdivision	DCAD	Map	PropertyAddress	market_value	Current Use (primary/secondary)	Future Use	Follow Up Action Needed	Possible Sell or no?	Category
R17357	DENTON	V.R. SUTTON	DCAD	MAP	S OLD ORCHARD LN	\$124,494.00	park dedication along Corporate/ Timbercreek Greenbelt			no	2
R173668	DENTON	JEFFERSON AT ROUND GROVE	DCAD	MAP	OAKBEND DR	\$14,933.00	Oakbend Park, sewer utility			no	2
R17438	DENTON	N. SPARKS	DCAD	MAP	VALLEY (OFF OF PARKSIDE TR	\$856,658.00	Leonard L Woods Park			no	2
R174825	DENTON	ORCHARD VALLEY EST PH II	DCAD	MAP	BRITTANY PL	\$13,876.00	Orchard Valley Park			no	2
R175125	DENTON	CREEKVIEW VILLAGE PH 4	DCAD	MAP	CREEKBANK DR	\$145,827.00	Hedrick House/ Park Property/Timbercreek Drainage			no	2
R197860	DENTON	HIGHLAND LAKES PH II	DCAD	MAP	2313 SPENROCK CT	\$3,834.00	Highland Lakes park			no	2
R199020	DENTON	VISTA RIDGE	DCAD	MAP	LAKE VISTA DR	\$2,216,969.00	Amphitheater - dedicated as park land	Trailhead? Part of Upcoming Plan	Vista Ridge Parks Master Plan	yes	2
R199021	DENTON	VISTA RIDGE	DCAD	MAP	LAKE VISTA DR	\$500.00	Amphitheater/ drainage outfall		Vista Ridge Parks Master Plan	no	2
R199560	DENTON	FOREST BROOK ADDN NO 1	DCAD	MAP	OAK BEND DR	\$370,260.00	dedicated for public use; drainage easements, sidewalks along oakbend	This is Oak Bend Park	Parks Master Plan calls for enhancement of park; part of 10MWP discussion	no	2
R20026	DENTON	B. HUNTER	DCAD	MAP	EDMONDS LN	\$2,429,892.00	Central Park and Timbercreek Drainage ROW			no	2
R211560	DENTON	VALLEY VIEW AADN PH III	DCAD	MAP		\$100.00	Willow Grove Park			no	2
R301757	DENTON	SUN VALLEY PARK	DCAD	MAP	S VALLEY PKWY	\$1,139,095.00	sun valley park, parking lot, and tennis courts			no	2
R531405	DENTON	RAILROAD STREET ATHLETIC COMPLEX	DCAD	MAP	S RAILROAD ST	\$3,241,953.00	RR Park			no	2
R531406	DENTON	RAILROAD STREET ATHLETIC COMPLEX	DCAD	MAP	VALLEY RIDGE BLVD	\$1,990,256.00	RR Park			no	2
R675749	DENTON	WAYNE FERGUSON ADDITION	DCAD	MAP	150 W CHURCH ST	\$434,555.00	Park Land - Wayne Ferguson Plaza			no	2
R85626	DENTON	SYLVAN CREEK	DCAD	MAP	PARK AREA	\$41,775.00	Austin Kent Ellis Park			no	2
R92363	DENTON	MCKENZIE-HEMBRY ADDN	DCAD	MAP	HEMBRY ST	\$295,400.00	Sycamore Park - block 7 lot 3 and block 8			no	2
R17612	DENTON	E. SUTTON	DCAD	MAP	KIRKPATRICK LN	\$215,408.00	Prairie Creek drainage, Leonard L Woods Park open space			no	2
R17999	DENTON	J. SUTTON	DCAD	MAP		\$463,312.00	Drainage/ Raldon Lake Cities Park green belt			no	2
R18625	DENTON	J.W. KING	DCAD	MAP	SYCAMORE ST	\$66,700.00	part of sycamore park green belt area; sewer and storm utility			no	2
R187675	DENTON	FOX CREEK EST PH 2	DCAD	MAP	AXTON DR	\$28,797.00	Drainage ROW/Fox Creek Greenbelt Park			no	2
										TOTAL	34
DEDICATED DRAINAGE / UTILITY R.O.W.											
R03907	DENTON	WESTWOOD EST 1	DCAD	MAP	1031 BRIARWOOD DR	\$33,868.00	water and sewer line, open space with large trees			no	3
R06043	DENTON	LAKEWOOD NORTH 4 SEC 3	DCAD	MAP	1718 PALISADES DR	\$40,090.00	stormsewer utilities	potential green space	Coordinate with Keith for location on any improvements; TPL evaluation	no	3
R06045	DENTON	LAKEWOOD NORTH 4 SEC 3	DCAD	MAP	1710 PALISADES DR	\$40,090.00	stormsewer utilities	potential green space	Coordinate with Keith for location on any improvements; TPL	no	3
R10465	DENTON	THE HIGHLANDS PH 2	DCAD	MAP	2007 CRIPPLE CREEK LN	\$591.00	storm sewer utility; open space	open space or park		no	3
R121786	DENTON	VALLEY SQUARE	DCAD	MAP	726 W MAIN ST	\$3,308.00	ROW; water line	ROW; water line		no	3
R12660	DENTON	STUART	DCAD	MAP	N CHARLES ST	\$2,613.00	sewer line manhole and ROW			no	3

City Owned Property Listing

RNUMBER	County	Subdivision	DCAD	Map	PropertyAddress	market_value	Current Use (primary/secondary)	Future Use	Follow Up Action Needed	Possible Sell or no?	Category
R152913	DENTON	MEADOW GLEN ADDN SEC 2	DCAD	MAP	ANTLER TRL	\$1,513.00	ROW between two houses - looks like drainage	?		yes	3
R153209	DENTON	OAKWOOD WEST	DCAD	MAP	BELLAIRE BLVD	\$36,721.00	drainage ROW, utilities, floodway			no	3
R180528	DENTON	VALLEY RIDGE BUSINESS PARK WEST P	DCAD	MAP	N VALLEY PKWY	\$1,156.00	drainage ROW			no	3
R182538	DENTON	VISTA RIDGE EST PH 4	DCAD	MAP	HIGHLAND DR	\$40,000.00	drainage ROW and current sidewalk - may need ADA improvement;			no	3
R185552	DENTON	WHISPERING OAKS EST PH 3	DCAD	MAP	BERNE LN	\$141,216.00	Timbercreek Drainage ROW			no	3
R234524	DENTON	THE RESERVE AT TIMBER CREEK	DCAD	MAP		\$3,712.00	drainage ROW; buffer			no	3
R234525	DENTON	THE RESERVE AT TIMBER CREEK	DCAD	MAP		\$46,262.00	drainage ROW; buffer			no	3
R235057	DENTON	THE RESERVE AT TIMBER CREEK	DCAD	MAP	1208 CASCADE FALLS DR	\$4,640.00	drainage ROW; buffer			no	3
R271506	DENTON	HIDDEN COVE ESTATES PHASE 1	DCAD	MAP	SHORELINE WAY	\$0.00	drainage ROW between two houses/ storm utility			no	3
R271515	DENTON	HIDDEN COVE ESTATES PHASE 1	DCAD	MAP	SHORELINE WAY	\$0.00	"waterline" ROW between two houses/ water utility			no	3
R271988	DENTON	J. DOOLEY	DCAD	MAP		\$728,566.00	Castle Hills golf course pond			no	3
R271989	DENTON	J. DOOLEY	DCAD	MAP		\$717,936.00	Castle Hills golf course pond			no	3
R274431	DENTON	SAMUEL PLACE	DCAD	MAP	ELIKA CT	\$228.00	water line ROW	green space		no	3
R495334	DENTON	KINGS GRANT ADDITION	DCAD	MAP		\$3,180.00	Drainage ROW between two houses			no	3
R495335	DENTON	KINGS GRANT ADDITION	DCAD	MAP		\$958.00	drainage and sewer ROW			no	3
R495336	DENTON	KINGS GRANT ADDITION	DCAD	MAP		\$174.00	Drainage ROW			no	3
R495338	DENTON	KINGS GRANT ADDITION	DCAD	MAP		\$3,049.00	Drainage ROW/ storm sewer between two houses			no	3
R495339	DENTON	KINGS GRANT ADDITION	DCAD	MAP		\$9,888.00	30" Waterline ROW along Lake Ridge Road			no	3
R496396	DENTON	D. COOK	DCAD	MAP		\$67,568.00	Windhaven ROW/Drainage Intake			no	3
R497990	DENTON	KINGS GRANT ADDITION	DCAD	MAP	TWIN POINT DR	\$2,657.00	Drainage ROW			no	3
R629478	DENTON	N. SPARKS	DCAD	MAP		\$43,658.00	Drainage ROW Prairie Creek			no	3
R675954	DENTON	LAKEWOOD HILLS WEST ADDITION PH	DCAD	MAP	N JOSEY LN	\$100.00	drainage ROW			no	3
R704167	DENTON	WINDHAVEN CROSSING ADDITION PH	DCAD	MAP		\$254,313.00	Lot 1 block 1 Zoned PU 2015-130144	future stormwater lift station		no	3
010528000C03X000	DALLAS	ENCLAVES AT SILVER CREEK	#VALUE!	MAP	23 PRESTWICK LN		?????				3
										TOTAL	30
DEDICATED DRAINAGE / UTILITY R.O.W. TRAIL - PARK											
R02483	DENTON	GARDEN RIDGE EST 1	DCAD	MAP	1306 IRIS LN	\$40,200.00	Iris Park			no	4
R02488	DENTON	GARDEN RIDGE EST 1	DCAD	MAP	1304 IRIS LN	\$45,033.00	Iris Park			no	4
R02490	DENTON	GARDEN RIDGE EST 1	DCAD	MAP	1302 IRIS LN	\$46,433.00	Iris Park			no	4
R02492	DENTON	GARDEN RIDGE EST 1	DCAD	MAP	1300 IRIS LN	\$43,349.00	Iris Park			no	4

City Owned Property Listing

RNUMBER	County	Subdivision	DCAD	Map	PropertyAddress	market_value	Current Use (primary/secondary)	Future Use	Follow Up Action Needed	Possible Sell or no?	Category
R02493	DENTON	GARDEN RIDGE EST 1	DCAD	MAP	IRIS LN	\$42,120.00	Iris Park			no	4
R02495	DENTON	GARDEN RIDGE EST 1	DCAD	MAP	IRIS LN	\$42,120.00	Iris Park			no	4
R02498	DENTON	GARDEN RIDGE EST 1	DCAD	MAP	IRIS LN	\$43,913.00	Iris Park			no	4
R121059	DENTON	GARDEN VALLEY	DCAD	MAP	N VALLEY PKWY	\$217,800.00	environmental barrier and drainage utility easement	trail		no	4
R121110	DENTON	HEARTHSTONE ADDN	DCAD	MAP	S KEALY AVE	\$58,458.00	condemnation in 1994 parking lot, drainage, green space (behind		Decorative bridge/landscaping/art	no	4
R127714	DENTON	VALLEY VISTA 3	DCAD	MAP	CORPORATE DR	\$21,357.00	drainage ROW	Valley Vista Nature Park		no	4
R149084	DENTON	VALLEY RIDGE PH 4	DCAD	MAP		\$19,602.00	prarie Creek drainage/trail			no	4
R153196	DENTON	OAKWOOD WEST	DCAD	MAP	BELLAIRE BLVD	\$89,778.00	part of drainage easement and ROW for corner; water utility			no	4
R153214	DENTON	OAKWOOD WEST	DCAD	MAP	BELLAIRE BLVD	\$244,442.00	storm and sewer utility	trail head, open space	Possible Urban Forest - PARD evaluating	no	4
R16731	DENTON	N BAKER	DCAD	MAP		\$10,400.00	street ROW, sewer utility; sidewalk trail under electric utility along			no	4
R168193	DENTON	TANGLEWOOD	DCAD	MAP	S MILL ST	\$159,430.00	creek/drainage/storm sewer utility/trail			no	4
R168239	DENTON	V.R. SUTTON	DCAD	MAP	CORPORATE DR & OLD ORCH	\$525,000.00	Hedrick Estates park/timber creek greenbelt/ utilities			no	4
R169272	DENTON	OAKS OF BELLAIRE ADDN	DCAD	MAP		\$9,524.00	Sylvan Creek drainage ROW	future trail	evaluate in next parks and trails master plan	no	4
R169940	DENTON	VALLEY RIDGE RESIDENTIAL ADDN	DCAD	MAP	N SUMMIT AVE	\$43,868.00	Prairie Creek drainage ROW/ buffer, trail	Further Trail Development	Complete Prairie Creek EA and Management Plan Study	no	4
R169951	DENTON	OAKS OF BELLAIRE II	DCAD	MAP	S OLD ORCHARD LN	\$576.00	Sylvan Creek drainage ROW	future trail	evaluate in next parks and trails master plan	no	4
R171333	DENTON	VISTA RIDGE VILLAGE ADDN PH 3	DCAD	MAP	STEMMONS FWY	\$539,600.00	Timbercreek drainage ROW	trails	Part of 10MWP/Triangle Discussion; design and construct trail	no	4
R17316	DENTON	R. CRAFT	DCAD	MAP	N COWAN AVE	\$11,669.00	Prairie Creek drainage ROW and utility	park trail (maybe time with sewer project in that area)		no	4
R173730	DENTON	THE SUMMIT PH 4	DCAD	MAP		\$28,953.00	Prairie Creek drainage/ buffer/trail/sanitary sewer			no	4
R173753	DENTON	SUMMIT RIDGE EST PH 1 & PH 2	DCAD	MAP	SUMMIT AVE	\$4,301.00	Prairie Creek drainage/ buffer/trail			no	4
R173826	DENTON	SUMMIT RIDGE EST PH 1 & PH 2	DCAD	MAP	COLLEGE PKWY	\$54,212.00	Prairie Creek drainage/ attached to valley ridge greenbelt park behind			no	4
R173827	DENTON	SUMMIT RIDGE EST PH 1 & PH 2	DCAD	MAP	SUMMIT AVE	\$4,301.00	Prarie Creek drainage/ Valley Ridge Green Belt Park/ parkland			no	4
R175057	DENTON	TIMBER CREEK PARK EST PH 1	DCAD	MAP	EDMONDS LN	\$43,320.00	Timber Creek drainage ROW; behind houses on Helen and Hobart			no	4
R175767	DENTON	UNIVERSITY PARK PH 1	DCAD	MAP		\$11,631.00	Dedicated as drainage ROW; behind houses on stanford and			no	4
R177073	DENTON	PARK RIDGE EST PH 3	DCAD	MAP		\$202,232.00	Drainage ROW, sewer and storm utility; part of valley ridge green			no	4
R177286	DENTON	CITY GARAGE ADDN	DCAD	MAP	N VALLEY PKWY	\$23,714.00	Drainage ROW, sewer and storm utility; part of valley ridge green			no	4
R177291	DENTON	PARK RIDGE EST	DCAD	MAP		\$46,178.00	Drainage ROW, sewer and storm utility; part of valley ridge green			no	4
R178041	DENTON	VALLEY RIDGE BUSINESS PARK EAST	DCAD	MAP		\$102,366.00	prairie creek drainage ROW ; utilities			no	4
R179045	DENTON	VISTA SPRINGS APARTMENTS PH I	DCAD	MAP	CORPORATE DR	\$19,047.00	Timbercreek drainage ROW	Future Timber Creek Trail	Part of 10MWP/Triangle Discussion; design and construct trail	no	4
R179401	DENTON	VALLEY RIDGE APARTMENTS ADDN	DCAD	MAP	SUMMIT RDG	\$3,020.00	Prairie Creek buffer - drainage ROW			no	4
R179404	DENTON	VALLEY RIDGE BUSINESS PARK WEST P	DCAD	MAP	STEMMONS FWY	\$18,177.00	Prairie Creek buffer - drainage ROW			no	4
R18706	DENTON	A.G. KING	DCAD	MAP	S KEALY AVE	\$87,120.00	Drainage ROW , parking lot, green space (behind Tierney's)		decorative bridge/landscaping/art work	no	4
R188327	DENTON	TIMBER CREEK SQUARE PH 2	DCAD	MAP	CORPORATE DR	\$277,913.00	Timbercreek drainage ROW	Timber Creek Trail	look at purchasing R331382 or getting it ROW Part of	no	4
R193971	DENTON	TIMBER HILL ADDN PH III	DCAD	MAP	CONTINENTAL DR	\$4,732.00	Timbercreek drainage ROW , backs to central park, behind houses on Continental; open space	TimberCreek Trail	Plan and design trail	no	4
R197254	DENTON	FOX CREEK EST PH 3	DCAD	MAP		\$13,300.00	Drainage ROW for Fox Creek; Fox Creek Trail			no	4

City Owned Property Listing

RNUMBER	County	Subdivision	DCAD	Map	PropertyAddress	market_value	Current Use (primary/secondary)	Future Use	Follow Up Action Needed	Possible Sell or no?	Category
R211567	DENTON	VALLEY VIEW AADN PH III	DCAD	MAP		\$500.00	Public Use - drainage ROW, private utility easement/ city utilities	Timbercreek Trail		no	4
R211692	DENTON	FOX CREEK EST PH 4	DCAD	MAP		\$21,814.00	Drainage ROW for Fox Creek	Fox Creek Trail		no	4
R239530	DENTON	GARDEN VALLEY	DCAD	MAP	N GARDEN RIDGE BLVD	\$336,938.00	drainage ROW; buffer/ sidewalks/trail			no	4
R252616	DENTON	ENCLAVES AT SILVER CREEK	DCAD	MAP		\$848.00	drainage ROW	potential trail	consider during hike and bike trail update	no	4
R253716	DENTON	VALLEY RIDGE BUSINESS PARK EAST	DCAD	MAP		\$290,436.00	Prairie Creek drainage ROW and utilities easements; storm sewer	Prairie Creek Trail extension as identified in small area plan		no	4
R257506	DENTON	NORTH SHORE VILLAS PH 2	DCAD	MAP		\$725.00	Drainage ROW; storm system utility	green space		no	4
R257509	DENTON	NORTH SHORE VILLAS PH 2	DCAD	MAP		\$1,083.00	Drainage ROW; sewer utility	green space		no	4
R258610	DENTON	EMMY PLAZA ADDITION	DCAD	MAP	VALLEY RIDGE BLVD	\$56,410.00	drainage ROW, 100 year flood plain/ storm and sewer utilities/	trail		no	4
R258675	DENTON	E. SUTTON	DCAD	MAP		\$233,918.00	Drainage ROW/storm sewer/ leased parking - Powder Metallurgy	Prairie Creek Trail extension as identified in small area plan		no	4
R271534	DENTON	HIDDEN COVE ESTATES PHASE 1	DCAD	MAP	MANDALAY BAY DR	\$0.00	drainage ROW/ treed buffer			no	4
R280629	DENTON	MERIDIAN ADDITION PHASE 2A & 2B	DCAD	MAP	2668 SAFE HARBOR DR	\$201.00	Drainage ROW/ sidewalk trail entrance			no	4
R280653	DENTON	HIDDEN COVE ESTATES PHASE 1	DCAD	MAP	ANNALEA COVE DR	\$20,028.00	drainage ROW/ next to lift station - empty lot and all of the green space	Green space; possible trail	Evaluate during East Hill Park design, construction document	no	4
R464615	DENTON	MCKINNEY-WILLIAMS	DCAD	MAP		\$272,598.00	vacant; green space; floodplain, floodway between Huffines	possible southern DCTA trail extension		yes	4
R464616	DENTON	A.J. HITCHCOCK	DCAD	MAP		\$19,238.00	vacant; green space; floodplain, floodway between Huffines	possible southern DCTA trail extension		yes	4
R91304	DENTON	LAKELAND TERRACE #3	DCAD	MAP	760 UNIVERSITY PL	\$36,160.00	sidewalk and green space/buffer	sidewalk and green space/buffer		no	4
										TOTAL	53
LOTS PURCHASED FOR DRAINAGE											
R01603	DENTON	TIMBERCREEK ACRES	DCAD	MAP	922 TIMBER CREEK DR	\$2,037.00	drainage - property floods/ stormwater utility; open space	park open space - bought with federal dollars so need to comply	dedicate as parkland Summer 2019	no	5
R01605	DENTON	TIMBERCREEK ACRES	DCAD	MAP	918 TIMBER CREEK DR	\$227,906.00	drainage - property floods/ open space	park open space - bought with federal dollars so need to comply	dedicate as parkland Summer 2019	no	5
R01606	DENTON	TIMBERCREEK ACRES	DCAD	MAP	914 TIMBER CREEK DR	\$19,008.00	drainage - property floods/ open space	park open space - bought with federal dollars so need to comply	dedicate as parkland Summer 2019	no	5
R01607	DENTON	TIMBERCREEK ACRES	DCAD	MAP	912 TIMBER CREEK DR	\$14,165.00	drainage - property floods/open space; fire hydrant	park open space - bought with federal dollars so need to comply	dedicate as parkland Summer 2019	no	5
R01608	DENTON	TIMBERCREEK ACRES	DCAD	MAP	910 TIMBER CREEK DR	\$114,926.00	drainage - property floods/ open space	park open space - bought with federal dollars so need to comply with FEMA restrictions	dedicate as parkland Summer 2019	no	5
R01609	DENTON	TIMBERCREEK ACRES	DCAD	MAP	908 TIMBER CREEK DR	\$255,198.00	drainage - property floods/ open space	park open space - bought with federal dollars so need to comply	dedicate as parkland Summer 2019	no	5
R03326	DENTON	TIMBERBROOK 4 PH B	DCAD	MAP	706 HOLLY OAK DR	\$51,408.00	drainage - property floods	potential neighborhood grant target for improvements - open	TPL evaluation of impact of park	no	5
R03329	DENTON	TIMBERBROOK 4 PH B	DCAD	MAP	702 HOLLY OAK DR	\$56,552.00	drainage - property floods	potential neighborhood grant target for improvements - open	TPL evaluation of impact of park	no	5
R04947	DENTON	LAKEWOOD NORTH 4	DCAD	MAP	1217 TAHOE DR	\$36,606.00	vacant lot in subdivision/drainage swell	garden or open space; could be sold for possible house build if a study is conducted on drainage	Discuss with Legal on deed restriction	yes	5
R10443	DENTON	THE HIGHLANDS PH 2	DCAD	MAP	1623 PURGATORY PASS	\$60,368.00	vacant lot/ stormwater utility	drainage utility - open space		no	5
R10499	DENTON	THE HIGHLANDS PH 2	DCAD	MAP	1624 PURGATORY PASS	\$60,984.00	vacant lot; stormwater utility	drainage utility - open space		no	5
R10503	DENTON	THE HIGHLANDS PH 2	DCAD	MAP	2028 ASPEN DR	\$54,124.00	storm water collection - property deeded to City in 1997	open space or park		no	5
										TOTAL	12
EXCESS STREET R.O.W.											
R00085	DENTON	LEWISVILLE VALLEY 1	DCAD	MAP	1302 APPLGATE DR	\$47,550.00	right turn lane; excess ROW; utilities	possible green space in excess ROW; butterfly garden	PARD planning	no	6
R168240	DENTON	J. WATKINS	DCAD	MAP	S OLD ORCHARD LN	\$8,750.00	small triangle shaped property along old orchard at creekview/			no	6
R18738	DENTON	A.J. CHOWNING	DCAD	MAP		\$2,500.00	ROW along Huffines blvd			no	6
R18747	DENTON	A.G. KING	DCAD	MAP	536 S KEALY AVE	\$6,087.00	????? COL may not own - trailer houses				6

City Owned Property Listing

RNUMBER	County	Subdivision	DCAD	Map	PropertyAddress	market_value	Current Use (primary/secondary)	Future Use	Follow Up Action Needed	Possible Sell or no?	Category
R18789	DENTON	WM. KING	DCAD	MAP	SH 121	\$25,178.00	Country Ridge future ROW - Triangle area		Part of 10MWP/Triangle discussion	no	6
R18792	DENTON	WM. KING	DCAD	MAP	SH 121	\$25,178.00	Country Ridge future ROW - Triangle area		Part of 10MWP/Triangle discussion	no	6
R19891	DENTON	H.O. HEDGE COXE	DCAD	MAP		\$12,920.00	Excess ROW Lakeridge Rd 2004, utilities, sidewalk			no	6
R20088	DENTON	S.M. HAYDEN	DCAD	MAP	E SH 121 BUS & MIDWAY RD	\$8,147.00	excess ROW			no	6
R20156	DENTON	S.M. HAYDEN	DCAD	MAP	HUFFINES BLVD	\$2,663.00	excess ROW; utilities			no	6
R202715	DENTON	STOCKARD ADDN	DCAD	MAP	VALLEY RIDGE BLVD	\$42,000.00	excess ROW	screening buffer		no	6
R202716	DENTON	STOCKARD ADDN	DCAD	MAP	VALLEY RIDGE BLVD	\$9,900.00	excess ROW	screening buffer/ combine with treatement plant property?		no	6
R220905	DENTON	FIRE STATION 6 ADDN	DCAD	MAP	MIDWAY RD	\$7,162.00	ROW along Midway			no	6
R331257	DENTON	J.W. KING	DCAD	MAP		\$2,065.00	Railroad Street ROW			no	6
R331258	DENTON	J.W. KING	DCAD	MAP		\$1,375.00	Railroad Street ROW			no	6
R331545	DENTON	GARDEN DESIGN ADDITION	DCAD	MAP		\$100.00	Railroad Street ROW			no	6
R331546	DENTON	ARTX ADDN	DCAD	MAP		\$100.00	Railroad Street ROW			no	6
R331554	DENTON	J.W. HAVEN	DCAD	MAP		\$2,300.00	Railroad Street ROW			no	6
R331555	DENTON	J.W. HAVEN	DCAD	MAP		\$2,628.00	Railroad Street ROW			no	6
R334548	DENTON	M A BLOCK ADDITION	DCAD	MAP		\$2,500.00	Railroad Street ROW			no	6
R334642	DENTON	J.W. KING	DCAD	MAP		\$58,305.00	Railroad Street ROW/ right turn lane			no	6
R334649	DENTON	J.W. HAVEN	DCAD	MAP		\$561.00	Railroad Street ROW			no	6
R335462	DENTON	J.W. KING	DCAD	MAP		\$2,308.00	Railroad Street ROW			no	6
R335889	DENTON	J.W. HAVEN	DCAD	MAP		\$712.00	Railroad Street ROW			no	6
R336731	DENTON	MOBIL OIL ADDN #1	DCAD	MAP		\$22,651.00	dedicated Right Turn Lane ROW from NB Old Orchard to Main			no	6
R464551	DENTON	H.H. SMITH	DCAD	MAP		\$210,003.00	W Vista Ridge Mall Drive ROW	why this segment on list?		no	6
R465816	DENTON	LEWISVILLE HIGH SCHOOL ADDN	DCAD	MAP		\$8,276.00	Valley Parkway ROW - sidewalk			no	6
R468270	DENTON	P HARMONSON	DCAD	MAP		\$3,049.00	decel lane			no	6
R468272	DENTON	P HARMONSON	DCAD	MAP		\$4,574.00	decel lane			no	6
R500337	DENTON	WATERS RIDGE PH 1	DCAD	MAP		\$10,193.00	Corporate Drive ROW			no	6
R533860	DENTON	P. HARMONSON	DCAD	MAP		\$19,896.00	ROW of Valley Pkwy and Ace Lane			no	6
R557431	DENTON	J.W. HAVEN	DCAD	MAP		\$55,539.00	East Main ROW			no	6
R579686	DENTON	LIMESTONE RANCH AT VISTA RIDGE A	DCAD	MAP		\$100.00	Vista Ridge Mall Drive ROW			no	6
R622344	DENTON	ARTHUR JAMES ADDITION	DCAD	MAP	I35E	\$333,735.00	Arthurs Lane ROW			no	6
R634213	DENTON	HIVUE ADDN	DCAD	MAP		\$500.00	corner clip			no	6
R650015	DENTON	DENTON COUNTY ANNEX ADDN	DCAD	MAP		\$5,750.00	College Street ROW Turn Lane			no	6
R650016	DENTON	LEWISVILLE VALLEY COMMERCIAL ADI	DCAD	MAP		\$7,144.00	Valley Parkway ROW Turn Lane			no	6

City Owned Property Listing

RNUMBER	County	Subdivision	DCAD	Map	PropertyAddress	market_value	Current Use (primary/secondary)	Future Use	Follow Up Action Needed	Possible Sell or no?	Category
R650744	DENTON	MCKENZIE-HEMBRY ADDN	DCAD	MAP		\$2,788.00	McKenzie ROW			no	6
R652751	DENTON	WAGGONER	DCAD	MAP		\$11,151.00	Cowan ROW cul-de-sac			no	6
R655038	DENTON	UPPER TRINITY REGIONAL WATER TRE	DCAD	MAP		\$3,093.00	Valley Ridge Decel Lane dedication			no	6
R655039	DENTON	UPPER TRINITY REGIONAL WATER TRE	DCAD	MAP		\$500.00	Valley Ridge ROW	Valley Ridge Off-Street Trail		no	6
R655040	DENTON	UPPER TRINITY REGIONAL WATER TRE	DCAD	MAP		\$49,266.00	dedication for Valley Ridge Road ROW	Valley Ridge Off-Street Trail		no	6
R655894	DENTON	COUNTRY RIDGE	DCAD	MAP		\$6,403.00	Lot 1A no access - corner clip?			no	6
R695017	DENTON		DCAD	MAP		\$500.00	corner clip			no	6
R695030	DENTON		DCAD	MAP		\$500.00	corner clip			no	6
R695103	DENTON		DCAD	MAP		\$500.00	corner clip			no	6
R696044	DENTON	WATERS RIDGE PH 2	DCAD	MAP		\$1,468,495.00	Lakepointe ROW - turn lane			no	6
R696448	DENTON	J WATKINS	DCAD	MAP	ACE LN	\$500.00	Ace Lane			no	6
R696460	DENTON	A.J. CHOWNING	DCAD	MAP		\$500.00	Corporate Drive ROW			no	6
R696461	DENTON	P. HIGGINS	DCAD	MAP		\$500.00	Huffines Rd ROW			no	6
R696817	DENTON	TMT ADDN	DCAD	MAP		\$500.00	Holfords Prarie ROW			no	6
R696818	DENTON	TMT ADDN	DCAD	MAP		\$500.00	Holfords Prarie ROW			no	6
R730905	DENTON	MILL STREET VILLAGE CONDOMINIUM	DCAD	MAP	N MILL ST	\$500.00	corner clip			no	6
R730910	DENTON	WHATLEY	DCAD	MAP		\$500.00	Mill Street ROW			no	6
R730911	DENTON	CHRISTIAN COMMUNITY ACTION ADD	DCAD	MAP		\$500.00	Mill Street ROW; parking along Mill			no	6
R731518	DENTON	J. W. KING	DCAD	MAP		\$500.00	Mill Street ROW; parking along Mill			no	6
R731534	DENTON	J. W. KING	DCAD	MAP		\$500.00	Mill Street ROW; parking along Mill			no	6
R731535	DENTON	WHATLEY	DCAD	MAP		\$4,391.00	Mill Street ROW; parking along Mill			no	6
R731591	DENTON	J. W. KING	DCAD	MAP		\$500.00	Mill Street ROW			no	6
R731592	DENTON	J. W. KING	DCAD	MAP		\$500.00	Mill Street ROW			no	6
R741400	DENTON	E. PICKETT	DCAD	MAP		\$914,760.00	Purnell and part of S. Charles			no	6
R742352	DENTON	MAJESTIC ADDITION	DCAD	MAP		\$154,124.00	Spinks Road ROW			no	6
R745204	DENTON	M A BLOCK ADDITION	DCAD	MAP		\$279,459.00	Railroad Street ROW			no	6
R92118	DENTON	MCKENZIE-HEMBRY ADDN	DCAD	MAP	LONE OAK ST	\$4,375.00	?????				6
R16979	DENTON	J. WATKINS	DCAD	MAP	S OLD ORCHARD LN	\$9,069.00	Old Orchard ROW		evaluate for corridor beautification	no	6
R170071	DENTON	WATER OAK ESTATES PH 1	DCAD	MAP	S OLD ORCHARD LN	\$2,012.00	excess street ROW; buffer green space; old orchard green belt	possible enhancement to green space; fitness equipment or dog	evaluate in next parks and trails master plan	no	6
R179878	DENTON	WATER OAK ESTATES PH 2A	DCAD	MAP	BABBLING BROOK DR	\$35,103.00	Excess Street ROW, storm utility; vacant land along babbling brook;		not correct Plat on DCAD?	no	6
R179879	DENTON	WATER OAK ESTATES PH 2A	DCAD	MAP	BABBLING BROOK DR	\$74,667.00	Excess Street ROW, buffer green space; old orchard green belt,		not correct Plat on DCAD?	no	6
R18091	DENTON	WAGGONER	DCAD	MAP	1102 N MILL ST	\$43,560.00	excess ROW; utility	pause point through DCTA trail; gateway	Review as part of Valley Ridge Trail project scope	no	6
R19989	DENTON	J.H. HALLFORD	DCAD	MAP	THRUSH RD	\$519,072.00	Excess ROW? Old Orchard Greenbelt			no	6
R560454	DENTON	WAGGONER	DCAD	MAP		\$500.00	New Valley Ridge ROW	Valley Ridge Off-Street Trail		no	6

City Owned Property Listing

RNUMBER	County	Subdivision	DCAD	Map	PropertyAddress	market_value	Current Use (primary/secondary)	Future Use	Follow Up Action Needed	Possible Sell or no?	Category
R566737	DENTON	WAGGONER	DCAD	MAP		\$6,098.00	New Valley Ridge ROW	Valley Ridge Off-Street Trail		no	6
R579643	DENTON	WAGGONER	DCAD	MAP		\$61,289.00	New Valley Ridge ROW	Valley Ridge Off-Street Trail		no	6
										TOTAL	72
I-35 DONATION DEED PROPERTY											
R05031	DENTON	JAMES DEGAN	DCAD	MAP	432 HIGH SCHOOL DR	\$25,470.00	vacant lot at end of street next two TxDot properties	possible I35 green belt/buffer	Potential plan for I35 Beautification - PARD follow up	no	7
R15680	DENTON	LAKELAND TERRACE #2	DCAD	MAP	972 LAKELAND DR	\$11,421.00	ROW deed 2013 - vacant lot along I35	I35 green belt/buffer		no	7
R181871	DENTON	HIGHLAND LAKES PH I	DCAD	MAP	1301 PINEHURST DR	\$505.00	along I35e; buffer/ future widening	Neighbor wants to purchase		yes	7
R181872	DENTON	HIGHLAND LAKES PH I	DCAD	MAP	1300 PINEHURST DR	\$643.00	along I35e; buffer/ future widening	Neighbor wants to purchase		yes	7
R659362	DENTON	JAMES DEGAN	DCAD	MAP		\$100.00	along I35e; buffer/ future widening?			no	7
R91170	DENTON	LAKELAND TERRACE #2	DCAD	MAP	944 LAKELAND DR	\$15,911.00	vacant lots along I35	greenspace along I35?		no	7
R91173	DENTON	LAKELAND TERRACE #2	DCAD	MAP	936 LAKELAND DR	\$500.00	vacant lots along I35	greenspace along I35?		no	7
R91174	DENTON	LAKELAND TERRACE #2	DCAD	MAP	940 LAKELAND DR	\$1,643.00	vacant lots along I35	greenspace along I35?		no	7
R91310	DENTON	LAKELAND TERRACE #2	DCAD	MAP	980 LAKELAND DR	\$100.00	vacant lots along I35	greenspace along I35?		no	7
R91313	DENTON	LAKELAND TERRACE #2	DCAD	MAP	1002 LAKELAND DR	\$100.00	vacant lots along I35	greenspace along I35?		no	7
R91318	DENTON	LAKELAND TERRACE #2	DCAD	MAP	1006 LAKELAND DR	\$100.00	vacant lots along I35	greenspace along I35?		no	7
R91343	DENTON	LAKELAND TERRACE #2	DCAD	MAP	301 N SHORE PL	\$17,153.00	vacant lots along I35	greenspace along I35?		no	7
R91355	DENTON	LAKELAND TERRACE #1	DCAD	MAP	849 HARBOR DR	\$98,362.00	vacant lots along I35	greenspace along I35?		no	7
R91362	DENTON	LAKELAND TERRACE #1	DCAD	MAP	861 HARBOR DR	\$3,880.00	vacant lots along I35	greenspace along I35?		no	7
R91365	DENTON	LAKELAND TERRACE #1	DCAD	MAP	867 HARBOR DR	\$15,780.00	vacant lots along I35	greenspace along I35?		no	7
R92028	DENTON	LAKELAND TERRACE #2	DCAD	MAP	174 S SHORE PL	\$100.00	vacant lots along I35	greenspace along I35?		no	7
R92440	DENTON	LAKELAND TERRACE #2	DCAD	MAP	948 LAKELAND DR	\$15,270.00	vacant lots along I35	greenspace along I35?		no	7
										TOTAL	17
PURCHASED / ACQUIRED FOR SPECIFIC REASON / E.D., ETC.											
R100489	DENTON	J. BARTRAM	DCAD	MAP	SH 121	\$782,370.00	treed vacant land; in floodway/floodplain	northern end of railroad park; consider for additional ballfields	Potential analysis for ballfields after Vista Ridge Sports Complex Master	no	8
R12434	DENTON	KEALY ADDN	DCAD	MAP	404 E WALTERS ST	\$50,000.00	vacant land on corner of Henrietta	residential development		yes	8
R12437	DENTON	KEALY ADDN	DCAD	MAP	414 E WALTERS ST	\$33,000.00	vacant land between Henrietta and Leonard	residential development		yes	8
R12440	DENTON	KEALY ADDN	DCAD	MAP	418 E WALTERS ST	\$49,550.00	vacant land between Henrietta and Leonard	residential development		yes	8
R12460	DENTON	KEALY ADDN	DCAD	MAP	416 E COLLEGE ST	\$54,375.00	vacant lot on College	residential development		yes	8
R12462	DENTON	KEALY ADDN	DCAD	MAP	329 LEONARD ST	\$83,465.00	vacant lot at corner of Leonard	residential development		yes	8
R12466	DENTON	KEALY ADDN	DCAD	MAP	420 E COLLEGE ST	\$36,250.00	vacant lot on College	residential development		yes	8
R12469	DENTON	KEALY ADDN	DCAD	MAP	E WALTERS ST	\$90,000.00	vacant lot at corner of Leonard	residential development		yes	8
R12477	DENTON	KEALY ADDN	DCAD	MAP	328 LEONARD ST	\$243,495.00	Trinsic			yes	8
R12478	DENTON	A.G. KING	DCAD	MAP	RAILROAD ST	\$28,315.00	Trinsic			yes	8
R12479	DENTON	A.G. KING	DCAD	MAP	540 E COLLEGE ST	\$95,765.00	Trinsic			yes	8
R12481	DENTON	A.G. KING	DCAD	MAP	329 RAILROAD ST	\$256,351.00	Trinsic			yes	8
R136258	DENTON	MCKINNEY-WILLIAMS	DCAD	MAP	2552 S STEMMONS FWY	\$6,534.00	part of property at 121 and 35 southern gateway; floodway	future regional park between DCTA trail and Trinity River		yes	8

City Owned Property Listing

RNUMBER	County	Subdivision	DCAD	Map	PropertyAddress	market_value	Current Use (primary/secondary)	Future Use	Follow Up Action Needed	Possible Sell or no?	Category
R154756	DENTON	GARDEN RIDGE TANK ADDN	DCAD	MAP	N GARDEN RIDGE BLVD	\$217,800.00	former elevated tank site	green space, future tank, or sell	TPL evaluation of impact of park	Hold pending evaluation for future	8
R16711	DENTON	J. ARMENDARIES	DCAD	MAP	2552 S STEMMONS FWY	\$355,014.00	vacant land, floodplain	Southern Gateway; future park/ future development	potential sale or economic development	yes	8
R16746	DENTON	E. ADAY	DCAD	MAP	529 BENNETT LN	\$335,586.00	vacant land (former future elevated tank site)			Hold pending evaluation for future	8
R16748	DENTON	E. ADAY	DCAD	MAP	537 BENNETT LN	\$167,792.00	vacant land (former future elevated tank site)			Hold pending evaluation for future	8
R17302	DENTON	R. CRAFT	DCAD	MAP	N STEMMONS FWY	\$122,382.00	vacant land, drainage, sewer utility (former Torcellini tract)	potential trail head for prairie creek trail; possible gateway sign	Include in I35 Corridor Study	no	8
R17742	DENTON	H. TURNER	DCAD	MAP	1925 S VALLEY PKWY	\$1,039,530.00	Part of Valley Vista Nature Park (former Cotter)			no	8
R17752	DENTON	H. TURNER	DCAD	MAP	1955 S VALLEY PKWY	\$1,039,530.00	Part of Valley Vista Nature Park (former Tomkovich)			no	8
R182467	DENTON	J. CHOWNING	DCAD	MAP	2552 S STEMMONS FWY	\$3,875.00	I35 Southern Gateway; floodway	green space/road/trail		no	8
R182470	DENTON	J. DOOLEY	DCAD	MAP		\$15,002.00	possible directors lot	Abstract 343	review plat to see what they called this; future maintenance?	no	8
R182471	DENTON	J. DOOLEY	DCAD	MAP		\$11,252.00	possible directors lot		review plat to see what they called this; future maintenance?	no	8
R182472	DENTON	J. DOOLEY	DCAD	MAP		\$15,002.00	possible directors lot		review plat to see what they called this; future maintenance?	no	8
R182473	DENTON	J. DOOLEY	DCAD	MAP		\$15,002.00	possible directors lot		review plat to see what they called this; future maintenance?	no	8
R182474	DENTON	J. DOOLEY	DCAD	MAP		\$15,002.00	possible directors lot		review plat to see what they called this; future maintenance?	no	8
R19363	DENTON	J. CHOWNING	DCAD	MAP	2552 S STEMMONS FWY	\$11,021.00	Southern Gateway south of 121; floodway	Future regional park; dcta trail south to Carrollton, Coppell	Plan for DCTA trail extension; park with Carrollton; acquire adjacent	no	8
R20223	DENTON	A.J. HITCHCOCK	DCAD	MAP	2552 S STEMMONS FWY	\$326,626.00	future southern gateway development and park potential	Southern Kayak Launch, Future Regional Park		no	8
R232425	DENTON	SEVENTEEN ACRE ADDITION	DCAD	MAP	328 JONES ST	\$601,832.00	east of water plant; former job yard for upper trinity/lewisville intake	water plant expansion?	Follow up with Corps to purchase adjoining or add to lease	no	8
R261400	DENTON	J. CHOWNING	DCAD	MAP		\$1,066,140.00	open space; floodplain, floodway - southern gateway	Regional Park		no	8
R261402	DENTON	MCKINNEY-WILLIAMS	DCAD	MAP		\$356,452.00	open space; floodplain, floodway - southern gateway	Regional Park; possible DCTA trail extension		no	8
R273004	DENTON	D/FW RECYCLING & DISPOSAL FACILITY	DCAD	MAP	RAILROAD ST	\$40,393.00	Lot 2 Block C "dedicated to the city" Levy Green space/ Dalhoma Trail	Potential pause point along DCTA Trail		no	8
R274402	DENTON	SAMUEL PLACE	DCAD	MAP	ELIKA CT	\$212.00	former Garden Ridge Tank Site	potential park		Hold pending evaluation for future	8
R464628	DENTON	J. ARMENDARIES	DCAD	MAP		\$18,513.00	Southern Gateway property			yes	8
R537150	DENTON	LEWISVILLE RODEO GROUNDS ADDN	DCAD	MAP	N MILL ST	\$541,669.00	Rodeo grounds and open space			no	8
R614783	DENTON	H. HARPER	DCAD	MAP	HEBRON PKWY	\$26,456.00	Southern Gateway			no	8
R636943	DENTON	METRO AUTO AUCTION DALLAS ADDITION	DCAD	MAP	MIDWAY RD	\$417,305.00	Future Lift Station property			no	8
R660610	DENTON	WRN CREEKSIDE DEVELOPMENT ADDITION	DCAD	MAP	BENNETT LN	\$904,828.00	trail and greenspace behind FedEx			no	8
R660611	DENTON	WRN CREEKSIDE DEVELOPMENT ADDITION	DCAD	MAP	BENNETT LN	\$2,462,360.00	trail and greenspace behind FedEx			no	8
R675750	DENTON	WAYNE FERGUSON ADDITION	DCAD	MAP	CHURCH ST	\$307,691.00	WFP Alley; Poydrus street area			no	8
R675751	DENTON	WAYNE FERGUSON ADDITION	DCAD	MAP	191 W MAIN ST	\$1,110,531.00	bank building property			yes - under contract	8
R702878	DENTON	VISION ADDITION	DCAD	MAP	E MAIN ST	\$756,899.00	Former K & W, Sonic Site			yes - contract pending	8
R84522	DENTON	KEALY ADDN	DCAD	MAP	E WALTERS ST	\$175,000.00	Trinsic			yes - contract pending	8
R90489	DENTON	SERENDIPITY VILLAGE 4	DCAD	MAP		\$50,408.00	former city water wells site. wells are capped - no access to the	potential trail connection			8
R19888	DENTON	P.H. HIGGINS	DCAD	MAP			greenspace, Corporate Bridge ROW				8
R18213	DENTON	J WILSON	DCAD	MAP			greenspace	trail			8
R17189	DENTON	J CHOWNING	DCAD	MAP			greenspace	trail			8
										TOTAL	47

ALEX PAINT AND BODY SUP REQUEST

August 5, 2019

BACKGROUND:

- Prior to 2013, Alex Paint and Body was located on 1.5 acre site at 729 South Mill Street
- Late 2012, applicant began development process to relocate to 0.434-acre site at 545 East Main
- March 2013, applicant purchased property to the west zoned OTMU2, which does not allow automotive uses
- April 1, 2013, City Council adopted SUP process for all automotive uses
- June –July 2013, multiple submittals to OTDRC for design approval



AERIAL PHOTO
545 E. MAIN ST.

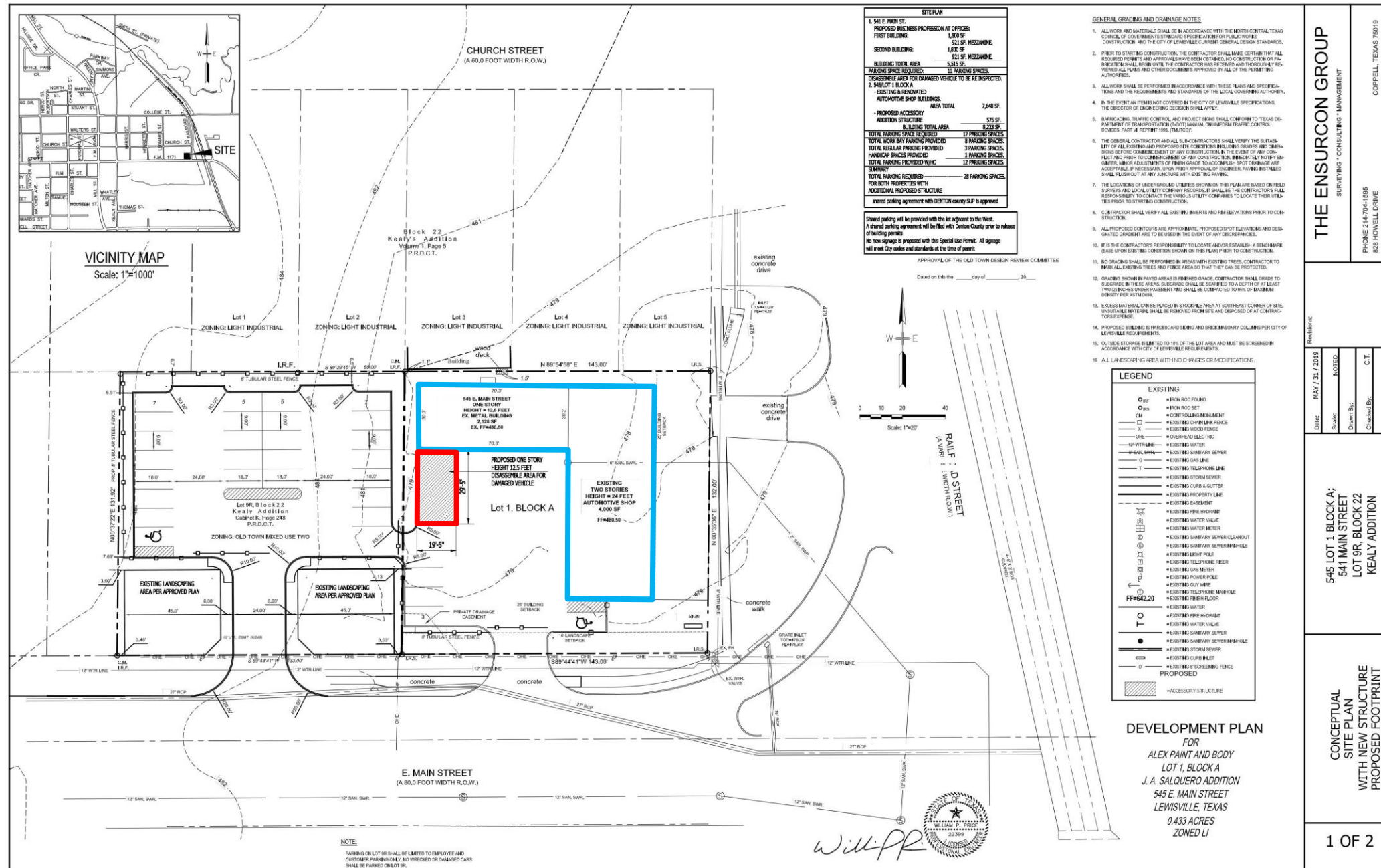
ORIGINAL SITE CONCERNS:

- Limited amount of parking on a very small site
- Use contrary to vision of 2003 Old Town Master Plan and 2010 Transit Oriented Development (TOD) Plan

PARKING DISTRICT BACKGROUND:

- Applicant had primary concern of parking for customers and employees
- Parking District zoning allowed construction of parking lot for surrounding businesses without primary use on site
- Applicant proposed parking at rear of lot in phase one and two commercial buildings in front, in phase two
- City Council approved zone change May 2, 2016

PROPOSED
SUP FOR
EXPANSION
:



CONCERNS RELATED TO SUP REQUEST FOR EXPANSION:

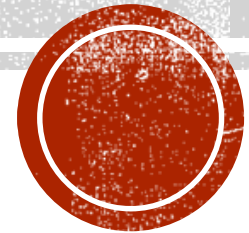
- Does not support adaptive reuse of property
- Eliminates possibility of street fronting commercial buildings on adjacent property
- Is not consistent with other Old Town automotive owners that are taking steps to expand at appropriate locations outside Old Town
- Does not align with vision for Old Town as outlined in Lewisville 2025, Old Town Master Plan and TOD plan

RECOMMENDATION:

That the City Council deny the SUP request.

WHY THE CITY COUNCIL SHOULD APPROVE THIS PERMIT REQUEST:

ALEX PAINT & BODY LEWISVILLE TX





LEGITIME LOCATION PERMIT

- The current permit submitted for the expanding area is not greater than 9 % of the existing construction area, which is a brand-new building approved by the City no more than 5 years ago which is located in a legitimate **Light Industrial** zone.





This Photo by Unknown Author is licensed under CC BY-NC-ND



AP&B IS THE PEOPLE OF LEWISVILLE

- According to Plan 2025 for Lewisville, and its vision on communicating City values, AP&B is a tangible expression of Lewisville economic vitality and sustainability values. We are active members of the Lewisville Chamber of Commerce for the last ten years and our tax dollars I have contributed to your salaries and those of other staff members. Having already been approved and established in the community, we do not feel it is right to put us out of business. We want to remain a part of the community, and have with the approval of this permit, we can remain so.



This Photo by Unknown Author is licensed under CC BY-NC-ND

OLD TOWN REVITALIZATION PUSH BY THE CITY OF LEWISVILLE

- Previous experiences in Europe and other States of American Union have consistently proved, the importance of **proper transition frame time** to succeed with the revitalization plan. Beautiful urbanistic renderings and exhibits that are used to inspire the community as they are able to visualize the planned long-term future, HAVE TO BE IMPLEMENTED with **realistic and sound economic approaches** that understand and respect the **investment cycles of the neighbors like AB&S**. Otherwise, these staff advisors are pushing themselves and the Board of the City closer to the **edge of failure**.



[This Photo](#) by Unknown Author is licensed under [CC BY](#)

ANT CLOSURES, URBAN
G AND DUE TIME:

compact newspaper quoted causes of recent
closures like Cavallies Neapolitan Pizza, Tin Man
or Haus and Fratelli Italian Eatery. The causes
included, not having enough foot traffic to sustain the
business, in addition to drive in consumers, as one of the
factors. Yes, we know that residential projects
are being built and we know Old Town is still somewhat of a





This Photo by Unknown Author is licensed under CC BY



This Photo by Unknown Author is licensed under CC BY-NC-ND



This Photo by Unknown Author is licensed under CC BY-SA-NC

RESTAURANT CLOSURES, URBAN PLANNING AND DUE TIME:

- Community Impact newspaper quoted causes of recent restaurant closures like Cavallies Neapolitan Pizza, Tin Man Diner, Elke's Beer Haus and Fratelli Italian Eatery. The causes analysis included, not having enough foot traffic to sustain the restaurants in addition to drive in consumers, as one of the most impactful factors. Yes, we know that residential projects are on their way and we know Old Town is still somewhat of a developing area, so based on this predicament, **time has proved to be the essence** for this urban development phase.



WE ARE A CAPITALIST SOCIETY SEEKING THE GREATER GOOD WITHOUT COERCIVE ACTIONS.

- If the honorable Board of the City continues ignoring our **fundamental civil rights** as a member of a capitalist society that has helped the City thrive, then we are watching the merging of a **socialistic abusive governing system**. Urban planning tactics in our blessed nation must honor private property as a fundamental piece of our capitalist existence and should never use **coercive measures** like blocking a small expansion permit request to achieve the Old Town planed outcome.



AP&B IS DIFFERENT FROM OTHERS IN A GOOD WAY

- Please, please make a fair differentiation among quality of existing business like mine. The old dirty and abandoned light industrial underdevelopment business with no loans or significant financial obligations will be erased easily in your Zoning Use plan, **but not me**. Please be aware of my financial projections and achieved stability after years of hard work. I deserve a different approach and that is why I am here to let my voice be heard. **I am a worthy entrepreneur and I am living the American dream.** The scholars are advising you what they have learned out of their books, but I am coming to you to speak based on my own sacrifices, sweat and faith in God and in the values system our founder fathers established. Being said that, Honorable Board, **let me remind you that you are in that chair to represent my best interest too**, as our lovely Old Town engages with an ethical, realistic and human development plan, which I will support whole heartily.



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Melinda Galler, Assistant City Manager

DATE: August 14, 2019

SUBJECT: APPROVAL OF ADMINISTRATIVE POLICY 3.0 FINANCE - SECTION XI – CHARITY CARE SERVICES

BACKGROUND

Since 2015, the City of Lewisville has participated in a program to help recover losses incurred by the City when the Fire Department transports Medicaid and uninsured patients by ambulance. The funds are available through the Texas Ambulance Supplemental Payment Program, (TASPP) which is a federal program administered by the Texas Health and Human Services Commission. The TASPP helps offset a portion of the uncompensated care the City is incurring related to ambulance services provided to Medicaid and uninsured patients.

The first payment to the City was made in September 2016 for \$385,906. In 2017 the reimbursement increased to \$475,857 and then decreased slightly for 2018 to \$427,127. Beginning October 1, the program as it exists today will no longer be available. For the City to continue to recover any of the uncompensated care cost, the City must implement a charity care program. With the implementation of a charity care program, the reimbursement is estimated to increase to \$700,000 a year.

ANALYSIS

The Lewisville Fire Department is currently using Zoll Billing Pro for ambulance billing. The Zoll program includes a charity care payment predictor model that meets the October 1 requirements established for the TASPP program. The predictor module uses a FICO calculated score (does not affect credit score) to determine whether an uninsured patient qualifies for the program. When patients qualify for the program, they are notified and given the option to participate.

Charity care services do not include bad debt, payment shortfalls, insurance allowances, courtesy allowances, or discounts given to patients who do not meet the City's charity care policy. Charity care services become effective as of October 1, 2019 and will only be available as long as the State of Texas provides reimbursement for charity care services through the Texas Ambulance Services Supplemental Payment Program/Medicaid 1115 Waiver.

Subject: ADMINISTRATIVE POLICY 3.0
August 14, 2019
Page 2

RECOMMENDATION

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

Effective Date: 10-1-2019

Approval: _____

**CITY OF LEWISVILLE
POLICY STATEMENT**

TOPIC: 3.0 FINANCE
REFERENCE: SECTION XI – CHARITY CARE SERVICES

I. DIRECTIVE

The City of Lewisville may provide healthcare services to patients without the expectation of reimbursement (Charity Care Services) if the patient meets the charity care guidelines established herein and is determined by the City of Lewisville to be eligible to be a charity care patient. Charity Care Services do not include bad debt, payment shortfalls, insurance allowances, courtesy allowances, or discounts given to patients who do not meet the provider's charity care policy.

Charity Care Services become effective as of October 1, 2019 and will only be available as long as the State of Texas provides reimbursement for Charity Care Services through the Texas Ambulance Services Supplemental Payment Program/Medicaid 1115 Waiver.

II. POLICY

- A. The City of Lewisville must determine each patient's ability to pay for the ambulance services provided before classifying the patient as a charity care patient. If the patient does not have the ability to pay for the ambulance services, the City of Lewisville may determine the patient as a charity care patient. To determine a patient's ability to pay, the City of Lewisville shall:
1. Gather patient information during and/or after the services are provided, as applicable given the patient's condition. This may include the issuance of one or more requests for information with the patient to obtain information necessary for the City of Lewisville to determine the patient's ability to pay for the ambulance services provided. During communication with a patient, the City shall include information about its Charity Care Program;
 2. Begin an insurance discovery process to identify if the patient has third party insurance including Medicaid, Medicare, or other forms of insurance; and,
 3. Make reasonable collections efforts to verify and/or yield essential information about the ability of the patient to pay for the ambulance services provided.

B. The City of Lewisville may classify the patient as a charity care patient if the following occur:

1. The current revenue cycle process results in the following:

- a. The patient does not provide evidence of insurability, or the City of Lewisville is unable to obtain information from the patient during the requests for information specified in A.1. within a 30-day period. The lack of a response by the patient may be considered an affirmation that the patient does not have the ability to pay for the ambulance services provided;
- b. The insurance discovery process in B.1. determines that the patient does not have a third-party insurance product that will pay for the ambulance services provided. The lack of insurance or having an insurance product that does not pay for ambulance service may be considered by the City as a determinant that the patient does not have the ability to pay for the ambulance services provided; or,
- c. The collections effort specified in 1.B. results in no payment, or minimal payment, from the patient over a 30-day period. Receiving no payment or minimal payment from the patient may be considered by the City as a determinant that the patient does not have the ability to pay for the ambulance services provided;

2. The payment predictor model indicates the following:

- a. The payment predictor model indicates that a patient does not have a high likelihood of payment.
 - 1) Results indicate a low, medium, or non-classified designation
 - i. Low designation results are identified as “L” or red
 - ii. Medium designation results are identified as “M” or yellow
 - iii. Non-classified designation results are identified as “NC” and indicates that there is insufficient patient information to adequately determine likelihood of payment, thus indicating a low likelihood of payment
- b. For patients outside of the low, medium, or non-classified designation, results indicate a “Federal Poverty Level Score”, or similar, of 150% or below or a credit score of 550 or below.

C. The City may also classify the patient as a charity care patient if:

1. The service to an insured patient is denied by the insurance provider as not covered;
 2. The City of Lewisville is notified that the patient has been granted charity care by the sending or receiving hospital; or,
 3. The City of Lewisville is notified that the patient is deceased and there are no additional remedy options that may be pursued.
- D. Once the City determines the patient is a charity care patient, the City will make no further attempts to collect from the patient.
- E. The ambulance services provided to the charity care patient shall be valued at 100% of the net cost of providing those services by the City.

III. GENERAL PROVISIONS

The City of Lewisville reserves the right to change, modify, amend, revoke, or rescind all or part of this directive at any time.

MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: August 19, 2019

SUBJECT: **Approval of a Professional Services Agreement with RJN, Inc. For an Amount Not to Exceed \$794,000 For the Timber Creek Pump Station Interceptor Sewer Design; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The Timber Creek Interceptor Sewer consists of approximately 8,400 linear feet of 36- and 42-inch steel and clay pipe that begins west of the Timber Creek Pump Station near Railroad Street, continuing along the north side of Timber Creek and ending east of Business SH121 south of the intersection of E. Southwest Parkway.

The typical lifespan of clay pipe is between 40 to 50 years. According to as-built drawings, the City of Lewisville constructed Timber Creek Trunk Sewer in 1978, so this pipeline has effectively reached the end of its useful life.

In 2018 RJN completed City of Lewisville's Report Card for the Sanitary Sewer System. RJN rated the City's sewer lines based on consequence of failure (COF) and likelihood of failure (LOF). Consequence of failure was based on the following parameters: Pipe diameter, manhole depth, proximity to railroads, creeks, street type, and facilities. Likelihood of failure was based on inflow and infiltration (I/I) rate, NASSCO PACP or RJN structural defects, existing material, and age. NASSCO PACP or RJN defects were rated on a 1 to 5 scale with 5 being the worst grade possible. The defect scoring system was divided into two types of defects, Operational Defects which included items like grease, roots, and debris, and Structural Defects which included items like holes, broken pipe, and offset joints.

The 42-inch Timber Creek Trunk line was ranked a level 5 out of a scale of 1 to 5, with 5 being the most critical for consequence of failure (COF) due to its proximity to a waterway. It was rated a level 4 for likelihood of failure (LOF) due to its pipe material. Given both the COF of 5 and LOF of 4, the report card grade for the Timber Creek Trunk line was determined to be an "extreme" risk.

ANALYSIS

The cost of the Prairie Creek East Trunk Interceptor Sewer Professional Services Agreement is \$734,900. This includes a condition assessment of the sanitary sewer using multi-sensor pipeline inspection (MSI) to determine recommended rehabilitation methods. MSI collects data like debris level, ovality, H2S corrosion, lateral location, and damage without requiring flow diversion, flow interruption, or manhole ring removal. MSI uses multiple sensors on one robotic platform in a single pass through a pipeline.

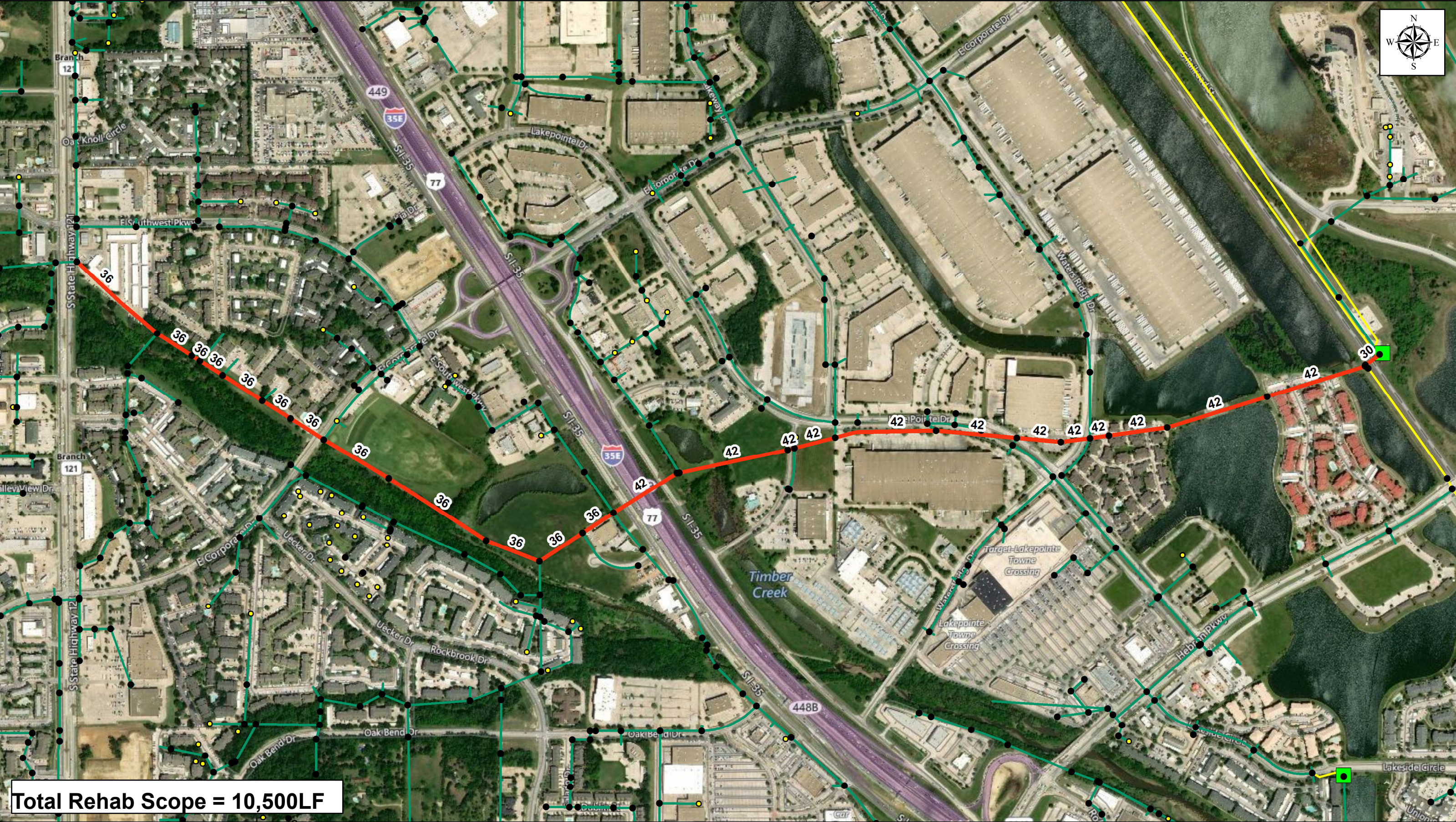
Once the condition assessment is complete, conceptual (30%), preliminary (60%), final (90%) design, and construction (100%) drawings and specifications for approximately 8,400 LF of 36- and 42-inch sanitary sewer pipeline will be developed. This PSA cost will also include surveying, geotechnical engineering services, and permitting services.

The negotiated fee is well within the customary fee for a project of this scope and size based on an estimated construction cost of \$5,738,000. Funding for professional services is available in the Utility Capital Project Accounts. The design timeline for completion of the design is 425 calendar days exclusive of Staff review time. Construction bidding is expected in late 2020.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the agreement as set forth in the caption above; and authorize the City Manager to execute the agreement.

City of Lewisville, TX



Total Rehab Scope = 10,500LF

TIMBER CREEK PUMP STATION TRUNK INTERCEPTOR CONCEPTUAL OPCC

Item	Quantities	Unit	Description	Base Unit Price	Base Total
1	3,620	LF	36" Cured in Place Liner	\$275	\$995,500.00
2	4,780	LF	42" Cured in Place Liner	\$375	\$1,792,500.00
3	12	EA	Install 72" Diameter Manhole	\$15,000	\$180,000.00
4	13	EA	Cementitious Line 72" Diameter Manhole	\$2,500	\$32,500.00
5	1,050	LF	36" PVC Pipe by Open Cut	\$400	\$420,000.00
6	1,050	LF	42" PVC Pipe by Open Cut	\$525	\$551,250.00
7	160	LF	12" PVC (reconnections to MH's)	\$180	\$28,800.00
8	2,200	LF	Trench Safety	\$5	\$11,000.00
9	1	LS	Bypass Pumping/Flow Control	\$325,000	\$325,000.00
10	1	LS	Erosion Control/Bank Stabilization	\$100,000	\$100,000.00
11	10,500	LF	Pre-Construction CCTV	\$2	\$21,000.00
12	10,500	LF	Post-Construction CCTV	\$8	\$84,000.00
13	14,000	SY	Seeding/Sodding of all Disturbed Areas	\$4	\$56,000.00
14	200	SY	10-inch Concrete Pavement Replacement	\$95	\$19,000.00
15	20	EA	Tree Removal and Replacement (if required)	\$1,500	\$30,000.00
16	1	LS	Railroad Coordination (if required)	\$15,000	\$15,000.00
17	1	LS	Traffic Control	\$45,000	\$45,000.00
18	5	EA	Point Repairs – 10 LF Each	\$15,000	\$75,000.00
19	1	LS	Contingency 20%	\$939,450	\$956,450.00
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST * =					\$5,738,000.00
<i>*Preliminary OPCC is based upon pre-design construction estimates and does not reflect total capital cost, rounded to the nearest thousandth</i>					

PROFESSIONAL SERVICES AGREEMENT

for

TIMBER CREEK PUMP STATION INTERCEPTOR DESIGN

The City of Lewisville, Texas (the "City"), hereby engages RJN GROUP, INC. (the "Consultant"), to perform professional services in connection with TIMBER CREEK PUMP STATION INTERCEPTOR (the "Project").

I. PROJECT. The Project is described as follows:

- A. The Consultant will initially provide condition assessment of the sanitary sewer using multi-sensor pipeline inspection (MSI) to determine recommended rehabilitation methods, then will develop conceptual (30%), preliminary (60%), final (90%) design, and construction (100%) drawings and specifications for approximately 8,400 LF of 36- and 42-inch sanitary sewer pipeline rehabilitated by Cured-In-Place liner and 2,100 LF of 36- and 42-inch sanitary sewer pipeline rehabilitated by open-cut. The purpose of this project is to rehabilitate the existing interceptor along the existing alignment beginning west of the Timber Creek Pump Station near Railroad Street, continuing along the north side of Timber Creek and ending to the east of Business SH121 south of the intersection of E. Southwest Parkway.

II. SCOPE OF SERVICES.

A. Engineering Design:

1. Condition Assessment (MSI):

- a. Project kickoff: includes one (1) meeting with city staff to discuss the MSI procedure and to schedule the inspection.
- b. Condition Assessment: includes internal assessment of the sanitary sewer using multi-sensor pipeline inspection (MSI). Results of the study will be presented in a Technical Memorandum to the CITY for review and approval of the locations and types of the rehabilitation methods to be used to begin the design phase of the project, one (1) project study meeting.

2. Conceptual Design (30%):

- a. Design kickoff: includes up to two (2) meetings with city staff and a design schedule
- b. Design: includes pipeline route analysis and conceptual design, construction estimate, one (1) project update meeting, one (1) design review meeting, and five (5) copies of design package.

3. Preliminary Design (60%):

- a. Design: includes detailed pipeline analysis and design, construction estimates, quantities, constructability review, utility clearance, one (1) project update meeting, one (1) design review meeting, five (5) copies of plans, and two (2) copies of specifications

- b. Other Items: includes Storm Water Pollution Prevention Plan, Traffic Control Plan, and Estimates of probable construction costs.

4. Final Design (90%) and Construction Documents (100%)

- a. Design: final plans and specifications, estimate of probably cost, two (2) full size sets of plans, and two (2) sets of specifications, and electronic copies of final sets of both.
 - b. Coordination: Consultant will coordinate with other agencies as necessary to obtain required information.
- B. Easements and Right of Way Services:** Consultant will determine both temporary and permanent rights-of-way and easements needed for construction and prepare all associated documentation to the City for submittal.
- C. Surveying:** Consultant will perform conceptual field surveys required for design purposes
- D. Geotechnical:** Consultant will perform geotechnical investigations required for design purposes
- E. Permitting:** Consultant will perform the following permitting services: SWPPP, Floodplain, NWP12 Compliance, and Oncor Coordination
- F. Additional Services:** Other special services not included in this scope of work or within Attachment A will be negotiated between the Consultant and the City as required.

A more detailed description of additional services for the Timber Creek East Interceptor is contained in Attachment "A" which is hereby included in this Professional Services Agreement by reference.

III. COMPENSATION.

The Consultant agrees to perform the services described herein for the amounts stated herein, and the City agrees to make payments in the amounts stated. The total fee agreed to for all described services is **\$734,900.00**. A breakdown of fees for scoped services is included in Attachment "B", which is hereby included in this Agreement by reference. The total fee stated includes \$25,000.00 allocated to additional specials services and shall only be used as approved by the CITY.

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

- IV. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "C". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
- VI. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. **THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN**

THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

- VIII. TIME OF COMPLETION.** A project schedule, shown in Attachment "D" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- IX. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- X. INDEPENDENT CONTRACTOR.** Consultant shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the services outlined herein. No term or provision herein or act of the City shall be construed as changing that status.
- XI. CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
- XII. GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
- XIII. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- XIV. PROTECTION OF RESIDENT WORKERS.** The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must

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

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

agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

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

- XIX. TEXAS GOVERNMENT CODE CHAPTER 2270.** Pursuant to Texas Government Code Chapter 2270, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.
- XX. TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
- XXI. PERFORMANCE:** In compliance with Texas Local Government Code 271.904, the Contractor agrees to perform the services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and to perform the services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, under the schedule as referenced in Section VIII of this Agreement.
- XXII. CLOSURE.** By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

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

By: _____
Donna Barron, City Manager

Date: _____

Attest: _____
Julie Worster

By: Dan Jackson
Daniel Jackson, Vice President,
RJN Group, Inc

Date: 8/2/19

Attest: Mark Zito

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

ATTACHMENT "A"

DESIGN SERVICES FOR

TIMBER CREEK PUMP STATION INTERCEPTOR

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project. Attachment "A" defines the services to be performed by RJN GROUP, INC. to complete the prescribed design, bidding, and construction phase services as set forth in the following scope of services.

WORK TO BE PERFORMED

- Task 1. Project Set-Up and Ongoing Management
- Task 2. Condition Assessment
- Task 3. Conceptual Design
- Task 4. Preliminary Design
- Task 5. Final Design
- Task 6. Bid Phase Services
- Task 7. Construction Phase Services
- Task 8. ROW/Easement Services
- Task 9. Survey and Subsurface Utility Engineering Services
- Task 10. Geotechnical Investigation
- Task 11. Permitting
- Task 12. Additional Special Services

TASK 1. PROJECT SET-UP AND ONGOING MANAGEMENT

ENGINEER shall ensure efficient and effective use of ENGINEER's and CITY's time and resources.

ENGINEER shall manage change,

- Communicate effectively,
- Coordinate internally and externally as needed, and
- Proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

ENGINEER shall manage the Team,

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources
- Attend a pre-inspection project kickoff/chartering meeting with CITY staff to confirm and clarify scope of the internal inspection.
- Attend a post-inspection/pre-design meeting with CITY staff to confirm and clarify design scope based upon internal inspection, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.

- Prepare invoices and submit monthly in the format requested by the CITY.
- Prepare and submit baseline Project Schedule. Update project schedules are required throughout the duration of the design phase of the Project
- Prepare and provide monthly progress/status letters sufficient to support monthly billings

ASSUMPTIONS

- A. Up to five (5) meetings with city staff (includes Pre-inspection and Post-Inspection/Pre-design Coordination Meetings)
- B. 80% of existing pipe rehabilitation will be by cured-in-place pipe and 20% of existing pipe rehabilitation will be by open-cut, removed and replace.

DELIVERABLES

- A. Pre-inspection Coordination Meeting summary with action items
- B. Post -inspection and pre-design Coordination Meeting summary with action items
- C. Monthly invoices
- D. Baseline design schedule and schedule updates as required throughout the duration of the design phase(s)

TASK 2. CONDITION ASSESSMENT

The proposed condition assessment of the sanitary sewer using multi-sensor pipeline inspection (MSI) will be conducted to assess the need for internal rehabilitation of the existing pipe or complete replacement.

MSI refers to the collection of data from multiple sensors on one robotic platform in one pass through a pipeline.

Using this technology, our technicians can collect and process data on internal pipeline conditions, including debris level, ovality, H2S corrosion, lateral location, and damage without requiring flow diversion, flow interruption, or manhole ring removal.

2.1. Multi-Sensor Pipeline Inspection Services

- The Contractor will notify City staff before all CCTV activities.
- Approximately 10,500 linear feet of 36- and 42-inch sewer line will be inspected as shown in Exhibit F.
- Onsite field supervisors must be PACP certified and have a minimum of three (3) years of experience specializing in CCTV. A foreman for each crew with a minimum of five (5) years of experience specializing in that type of work may be substituted for the onsite field supervisor requirement.
- A PACP certified operator must always be on site during the entire survey.
- All television inspections must be conducted using NASSCO (PACP) guidelines and codes.

- All labor, components, materials, tools, and appurtenances necessary must be furnished to perform and complete the condition assessment.
- If progress of the television camera is impeded or stopped by roots or other obstructions, a reverse setup must be attempted to complete the section.
 - If progress is impeded by heavy roots, obstacles, debris or other maintenance issues, the ENGINEER may direct the line to be heavy cleaned.
 - The City will be notified of any segments that cannot be completely televised, if applicable.
- If equipment or materials become lodged in the sanitary sewer due to cleaning, television inspection, or point repairs, the City will assist in their retrieval.
- CCTV should be performed in the evenings when sewer flow is at a minimum. The inspection will be conducted using floating equipment.
- Complete all CCTVs so that no homeowner is without sewer service unless directed by the City.
- If access to private property is required, this access must be obtained *before* entering the property.
- Contractor is required to maintain local traffic control, obtain any required permits, provide traffic control plans where applicable, and conform to the guidelines of the Texas MUTCD where applicable.

2.2. Television Inspection Review:

- Consultant will review the inspections to ensure compliance and accuracy.
- The ENGINEER will review and analyze the TV Inspection data upon one (1) week of receiving the data.
- Data review will consist of viewing all TV footage to ensure adequate image quality, that they meet NASSCO PACP standards, the codes are accurately applied, and all identified sewer lines are inspected or there is adequate justification as to why they were not inspected.
- If the inspection quality is not sufficient for PACP coding, sewer line will be reinspected at no additional cost to the City.
- All CCTV media, the PACP database, and PDF reports will be delivered to the City in digital format, compatible with WinCan VX.

DELIVERABLES

A. Post -inspection Meeting summary with action items

- B. Technical Memorandum describing CCTV results, pipe repairs required, and possible locations for CIPP lining

Results of the study shall be presented to the CITY for review and approval of the locations of the rehabilitation methods to be used to begin the design phase of the project.

TASK 3. CONCEPTUAL DESIGN (30 PERCENT).

The Conceptual Design shall be submitted to CITY in accordance with the approved Project Schedule.

The purpose of the conceptual design is for the ENGINEER to:

- Review available utility record drawings and information, conduct project site visits, send utilities request letters and record responses to facilitate design
- Conduct topographical survey of the existing sanitary sewer alignment.
- Develop Conceptual Design Plan and Profiles of existing pipeline alignment and rehabilitation methods.

ENGINEER shall develop the conceptual design of the infrastructure as follows.

3.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER shall research proposed improvements in conjunction with any other planned future improvements that may influence the project. ENGINEER shall coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- The ENGINEER shall also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies, City Master Plans, and property ownership as available from the Tax Assessor's office.
- The ENGINEER shall purchase NCTCOG contour data of the project area to use in the development of project conceptual design

3.3. Conceptual Design Exhibits

- The CITY shall provide the ENGINEER with record drawings associated with the project area and CITY GIS files available for water, storm, and sanitary sewers.
- Topographical surveys shall be conducted of the existing pipeline alignment by the ENGINEER's sub consultants to:
 - i. Set survey control, confirm NCTCOG topography, tie-down existing manholes on within project limits, and limited creek elevation data (See conceptual survey, Task 9.1)
- The ENGINEER shall investigate property ownership in the project area and identify with a field visual investigation of utilities within the project limits
- The ENGINEER shall generate GIS and/or CAD exhibits for the alignment to proceed to the design of the Project

- 3.4. 30% Design Drawings for Selected Route (.dwg files)
- The ENGINEER shall produce 30% Plans for the selected rehabilitation methods agreed upon with the CITY. 30% Plan shall be generated in AUTOCAD CIVIL 3D.
 - Plans shall include plan and profile drawings to a 1:20 scale based upon survey completed under Task 9.1 including overlaid aerial photography.
- 3.5. QA/QC
- The ENGINEER shall conduct appropriate QA/QC measures for the conceptual design phase.
- 3.6. Construction Estimate
- The ENGINEER shall provide a conceptual construction estimate for the selected design pipe route.
- 3.7. Project Update Meetings
- Up to one (1) project update meetings shall be held with the CITY. The ENGINEER shall provide notes of the meeting to the CITY.
- 3.8. Design Submittal Review Meeting
- One design submittal meeting shall be conducted with the CITY. The ENGINEER shall provide notes of the meeting to the CITY.

ASSUMPTIONS

- A. 5 copies of the conceptual design package (30% design) shall be delivered.
- B. Up to two (2) project coordination meetings may be held with the CITY. After any project meetings are conducted, the ENGINEER shall prepare and distribute meeting minutes.
- C. ENGINEER shall not proceed with Preliminary Design activities without obtaining written approval by the CITY of the Conceptual Design Package.

DELIVERABLES

- A. Design Technical Memorandum Report and Conceptual Design (30%) AUTOCAD CIVIL 3D plans for the selected route
- B. GIS exhibits and files for the conceptual alignment

TASK 4. PRELIMINARY DESIGN (60 PERCENT).

Preliminary plans and specifications shall be submitted to CITY per the approved Project Schedule. ENGINEER shall develop the preliminary design of the infrastructure as follows.

4.1. Development of Preliminary Design Drawings and Specifications shall include the following:

- Cover Sheet
- A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400. The following information shall be indicated for each Control Point: Identified (existing City Monument, PK Nail, 5/8" Iron Rod); X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on City Datum only; descriptive location (i.e. set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
- Overall project easement layout sheet(s) with property owner information and a number for each easement required.
- Overall project or sanitary sewer layout sheets. The sewer layout sheet shall identify the proposed sewer main improvement/existing sewer mains and all sewer appurtenances in the vicinity. The lateral and/or main ID numbers with pipe sizes shall be shown.
- Overall sanitary sewer abandonment sheet.
- **Coordinates** on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, mainline fittings, etc., in the same coordinate system as the Control Points.
- Bench marks per 1,000 ft of plan/profile sheet – two or more.
- Bearings given on all proposed centerlines, or baselines.
- Plan and profile sheets which show the following: proposed water and/or sanitary sewer plan/profile and recommended pipe size, fire hydrants, water service lines and meter boxes, gate valves, isolation valves, manholes, existing meter numbers and sizes that are to be replaced, existing sample locations, existing fire line locations, existing utilities and utility easements, and all pertinent information needed to construct the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view. The existing profile number or record drawing location and year of installation shall be referenced or shown on the plans.
- Tree protection sheet which shall show the calipers and general tree species for protection and removal as applicable.
- Bypass plan sheet which shall define and recommended bypass pumping route, acceptable suction and discharge manhole locations, plug locations, with all associated notes. The CONTRACTOR shall provide all bypass pumping design related to sizing bypass pumps and piping and well as placement of supports and all other associated criteria as defined in the PROJECT specifications.
- The ENGINEER shall make provisions for reconnecting all identifiable water and/or wastewater service lines which connect directly to any main being replaced, including replacement of existing service lines within City right-of-way or utility easement. When the existing alignment of a water and sanitary sewer main or lateral is changed,

provisions shall be made in the final plans and/or specifications by the ENGINEER to relocate all service lines which are connected to the existing main and connect said service lines to the relocated main.

- The following shall be applicable at all locations where it is necessary to relocate or reroute the existing private sanitary sewer service line due to the abandonment or realignment of the existing public sanitary sewer lateral or main:
 - The CITY shall furnish the ENGINEER with a sample format of how the sewer service line reroute/relocation should be designed and submitted for construction.
 - During design survey, if a rod can be inserted through the cleanout to the bottom of the service line, the ENGINEER shall obtain the flow line elevation and design the service line prior to advertising the project for bid.
 - The Level A SUE shall be performed:
 - a. By the ENGINEER if included in the fee proposal; or
 - b. By the CITY prior to bidding if the CITY determines that it is needed for satisfactory completion of the design; or
 - c. By the Contractor after the project has been bid, by means of a bid item to that effect.
 - In all options, the ENGINEER shall propose appropriate de-hole locations in the project and collect flow line elevation and other applicable information of the sewer service line.
 - The ENGINEER shall use this information to provide the design for the sanitary sewer service line to be rerouted or relocated.
- ENGINEER shall coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- Provide map showing location of new manhole construction at the end of existing sewer segments, 90-degree bends, or tee connections. Site survey or specific design plans for manhole construction is not included as part of the scope. The contract documents shall specify that it is the Contractor's responsibility to coordinate utility location, etc. manhole construction.
- The ENGINEER shall prepare standard and special detail sheets for sewer rehabilitation or replacement that are not already included in the CITY's Standard Specifications. These may include connection details between various parts of the project, tunneling details, boring and jacking details, waterline relocations, details unique to the construction of the project, trenchless details, and special service lateral reconnections.
- The ENGINEER shall provide a detailed cost estimate showing quantity take offs designated by each sheet of the plans.

4.2. Constructability Review

- Prior to the 60 percent review meeting with the CITY, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager and Construction personnel to walk the project.
- The ENGINEER shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.

4.3. Utility Clearance

- The ENGINEER shall consult with the CITY's Transportation and Public Works Department, Water Department, and other CITY departments, public utilities, private utilities, private utilities and impacted government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project.
- ENGINEER shall design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

4.4. Traffic Control Plan

- Develop supplemental traffic control drawings as needed for review and approval by the Public Works Department.
- These drawings shall be sealed by a professional engineer registered in the State of Texas.

4.5. Construction Estimate

- The ENGINEER shall provide a preliminary design construction estimate for the selected design pipe route.

4.6. QA/QC

- The ENGINEER shall conduct appropriate QA/QC measures for the preliminary design phase.

4.7. Project Update Meetings

- Up to one (1) project update meetings shall be held with the CITY.
- The ENGINEER shall provide notes of the meeting to the CITY.

4.8. Design Submittal Review Meeting

- One design submittal meeting shall be conducted with the CITY.
- The ENGINEER shall provide notes of the meeting, including action items, to the CITY.

ASSUMPTIONS

- A. 5 sets of 11x17 size plans shall be delivered for the Preliminary Design (60% design).
- B. 2 sets of specifications shall be delivered for the Preliminary Design (60% design).
- C. The CITY's front end and technical specifications shall be used. The ENGINEER shall supplement the technical specifications, if as needed.
- D. The CITY shall provide bypass flow perimeters to include in the contract documents.
- E. ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design plans.

DELIVERABLES

- A. Preliminary Design drawings and specifications
- B. Utility Clearance drawings
- C. Traffic Control Plan
- D. Storm Water Pollution Prevention Plan
- E. Estimates of probable construction cost

TASK 5. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

Upon approval of the Preliminary plans, ENGINEER shall prepare construction plans as follows:

- ENGINEER shall coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- Draft Final plans (90%) and specifications shall be submitted to CITY per the approved Project Schedule.
- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Construction Documents (100%) to the CITY per the approved Project Schedule.
- Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
- The ENGINEER shall submit a final design estimate of probable construction cost with both the 90% and 100% design packages.

ASSUMPTIONS

- A. 2 sets of full size drawings and 2 specifications shall be delivered for the 90% Design package.

- B. Up to one Project Update Meeting is included in this Task.
- C. ENGINEER to provide estimated final sheet list (cover/index, general notes, control point location, easement layout, SUE plan sheets, no. of plan/profiles, special detail sheets, etc.)
- D. 2 sets of full size drawings and 2 specifications shall be delivered for the 100% Design package.
- E. A DWF and/or PDF file for the 100% Design shall be created from design CAD drawings and shall be provided to the CITY.

DELIVERABLES

- A. 90% construction plans and specifications.
- B. 100% construction plans and specifications.
- C. Detailed estimates of probable construction costs including summaries of bid items and quantities using the CITY's standard bid items and format.

TASK 6. BID PHASE SERVICES.

ENGINEER shall support the bid phase of the project as follows.

6.1. Bid Support

- The ENGINEER shall upload all plans and contract documents onto CivCast for access to potential bidders.
 - Contract documents shall be uploaded in a .PDF file.
- The ENGINEER shall sell contract documents and maintain a plan holders list from documents sold and from Contractor's uploaded Plan Holder Registrations in CivCast.
- The ENGINEER shall develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The log shall be housed and maintained in the project's folder titled Request for Information. The ENGINEER shall provide technical interpretation of the contract bid documents and shall prepare proposed responses to all bidder's questions and requests, in the form of addenda. The ENGINEER shall upload all approved addenda onto CivCast and email addenda to all plan holders.
- Attend the pre-bid conference in support of the CITY.
- Assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- When substitution prior to award of contracts is allowed in the contract documents, the ENGINEER shall advise the CITY as to the acceptability of alternate materials and equipment proposed by bidders.
- Attend the bid opening in support of the CITY.

- Tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract.
- Incorporate all addenda into the contract documents and issue conformed sets.

ASSUMPTIONS

- A. The project shall be bid only once and awarded to one contractor.
- B. 8 sets of 11x17 size drawings plans and 8 specifications (conformed, if applicable) shall be delivered to the CITY.
- C. PDF and DWG files shall be provided to the CITY.

DELIVERABLES

- A. Addenda
- B. Bid tabulations
- C. Recommendation of award
- D. Construction documents (conformed, if applicable)

TASK 7. CONSTRUCTION PHASE SERVICES.

ENGINEER shall support the construction phase of the project as follows.

7.1 Construction Support

- The ENGINEER shall attend the preconstruction conference.
- After the pre-construction conference, the ENGINEER shall provide project exhibits and attend public meeting to help explain the proposed project to residents (if required)
- The ENGINEER shall visit the project site at up to once a month as construction proceeds to observe and report on progress (assumes a one-year construction window).
- As requested by the CITY, the ENGINEER shall provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

The ENGINEER shall attend the "Final" project walk through and assist with preparation of final punch list

7.2 Record Drawings

- The ENGINEER shall prepare Record Drawings from information provided by the CITY depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
 - As-Built Survey
 - Red-Line Markups from Contractor
 - Red-Line Markups from City Inspector
 - Copies of Approved Change Orders
 - Approved Substitutions

- The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.
- The following disclaimer shall be included with the Record Drawing stamp:
 - These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording.
 - The ENGINEER assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.
- The ENGINEER shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, on mylar for record storage.
- The ENGINEER may keep copies of the information provided by the CITY for their files, but all original red-lined drawings shall be returned to the CITY.
- Record Drawings shall also be submitted in both PDF and DWG format.

ASSUMPTIONS

- A. Up to 20 RFI's and Submittals are assumed.
- B. Up to 1 Change Orders are assumed

DELIVERABLES

- A. Public meeting exhibits
- B. Response to Contractor's Request for Information
- C. Review of Change Orders
- D. Review of shop drawings
- E. Final Punch List items
- F. Record Drawings

TASK 8. ROW/EASEMENT SERVICES.

ENGINEER shall support and perform activities related to ROW and land as outlined below, per scoping direction and guidance from the CITY's Project Manager.

8.1. Right-of-Way Research

- The ENGINEER shall determine rights-of-way, easements needs for construction of the project.
- Required temporary and permanent easements shall be identified based on available information and recommendations shall be made for approval by the CITY.

8.2. Right-of-Way/Easement Preparation and Submittal.

- The ENGINEER shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.
- The ENGINEER shall submit the right-of-way and/or easement documents to CITY PM for real property acquisition

ASSUMPTIONS

- A. 3 Easements or right-of-way documents shall be necessary excluding required right-of-way currently owned by the CITY.
- B. Right-of-Way research and mapping includes review of property/right-of-way records based on current internet-based Denton County Appraisal District information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.).
- C. It does not include effort for chain of title research, parent track research, additional research for easements not included in the Appraisal District, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

DELIVERABLES

- A. Project Parcel/Right of Way Map
- B. Easement exhibits and metes and bounds provided on CITY forms.

TASK 9. SURVEY AND SUBSURFACE UTILITY ENGINEERING SERVICES.

ENGINEER shall provide survey support as follows.

9.1. Design Survey

- ENGINEER shall perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and general identification species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections shall be verified by field surveys. Spot elevations shall be shown on intersection layouts with cross slope to fit intersecting grade lines.
- The minimum survey information to be provided on the plans shall include the following:
 - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
 - The following information about each Control Point:
 - a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
 - b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
 - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North

Side Drive and North Main Street).

- d. Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
- e. No less than two horizontal bench marks, per line or location.
- f. Bearings given on all proposed centerlines, or baselines.
- g. Station equations relating utilities to paving, when appropriate.

9.2. Temporary Right of Entry Preparation and Submittal

- Prior to entering any property, the ENGINEER shall prepare and submit a Temporary Right of Entry letter to CITY PM for signature for coordinating site access with landowners.
- This letter shall be presented to property owners by the ENGINEER and its Sub-consultants prior to attempting to enter a property.

9.3. Subsurface Utility Engineering (SUE)

- Level A SUE for three (3) potholes; Level B SUE of the project limits defined in this agreement and associated sub-centimeter accuracy survey are included in this subtask.
- The ENGINEER's sub consultant shall complete work for this task as directed by the ENGINEER at locations agreed upon between the ENGINEER and the CITY.
- All SUE survey above and beyond this amount shall require additional funding to be authorized in the form of an amendment.
- The ENGINEER shall receive approval from the CITY prior to commencing SUE activities.

ASSUMPTIONS

- A. Topographic survey at intersection shall include no more than 100 ft. in width.

DELIVERABLES

- A. Copies of field survey data and notes signed and sealed by a licensed surveyor.
- B. Drawing of the project layout with dimensions and coordinate list.
- C. Temporary Right of Entry Letter from City authorizing project surveying.

TASK 10. GEOTECHNICAL INVESTIGATIONS

- ENGINEER shall provide and coordinate geotechnical investigation required for design on the project.
- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions shall be made within the project limits as designated by the ENGINEER.
- In addition to the above investigations, four (4) borings and appropriate field and laboratory analysis shall be made at reasonable intervals along the project alignment for the Contractor's use in determining soil conditions for preparing bids.

- Arrange for and provide access to private property necessary for soil borings. In the event access is denied, the ENGINEER shall make an additional request of each landowner by certified U.S Mail, return receipt requested.

TASK 11. PERMITTING ENGINEERING SERVICES.

ENGINEER shall provide permitting support as follows.

11.1. SWPPP

- For projects that disturb an area greater than one (1) acre, the Contractor shall be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies.
- The Engineer shall prepare the minimum iSWM Construction Plan which shall be incorporated into the SWPPP by the contractor.

11.2. Floodplain Services

- The ENGINEER shall obtain applicable floodplain boundary geospatial data from FEMA to implement into conceptual, preliminary, and final plans.
- The project shall be designed in accordance with TCEQ regulations on construction in flood plain where applicable.

11.3. NWP12 Compliance

- The project shall be designed to comply with the USACE Nationwide Permit 12.
- It is assumed that no pre-construction notification shall be required for this project and an environmental subconsultant will review the project design to confirm the notification is not required by completing a desktop assessment of "Waters of the U.S". A letter will be provided to the CITY indicating no pre-construction notification shall be required as determined by the subconsultant.

11.4. Oncor Coordination

- The ENGINEER shall assist the CITY with Oncor coordination as required to facilitate the design.
- This does not include fees or cost related to any modifications to the existing power lines or power poles and is limited to coordination efforts with the Oncor distribution group to determine what modifications are required to facilitate construction.

TASK 12. ADDITIONAL SPECIAL SERVICES

- Various SPECIAL SERVICES incidental to the PROJECT, but not within the scope of Tasks 1-11 covered in Attachment "A", which may be performed or arranged for separately by the CITY, or may be added to the ENGINEER'S responsibilities by mutual agreement and written authorization include, but are not necessarily limited to the following:
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.

- Perform additional geotechnical assessments to determine water table or trenching characteristics
- Complete redrawing of the construction plan sheets, if required as a result of the changes made in the scope of the construction contract after submission of the final plans to the CITY
- Construction management and inspection services
- Additional site visits during construction phase
- Additional project coordination and review meetings or extra public meetings
- Additional reproduction/printing costs beyond the budget/quantities specified in this document.
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to permit submittals (ie, NWP, USACE (Section 404/408), railroad, etc...).
- Services related to Survey Construction Staking.
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Construction Shop drawing review, samples and other submittals submitted by the contractor.
- Performance of miscellaneous and supplemental undefined services related to the project as requested by the CITY (City Directed Services).

**Attachment B
Compensation
Timber Creek Pump Station Interceptor Design**

This Attachment "B" further defines the basis of compensation to the Consultant for the services rendered.

- I. Basic Fee Services** - The basic fee for the services as described in Attachment "A" will be **\$387,830.00** which includes printing, direct costs and computer charges normally associated with production of these services.

The basis of compensation for Basic Fee services shall be as follows:

Project Setup and Ongoing Management	\$45,220.00
Conceptual Design (30% complete)	\$85,225.00
Preliminary Design (60% complete)	\$123,465.00
Final Design (100% complete)	\$116,860.00
Bidding Phase Services	\$17,060.00
Total Fee:	<u>\$387,830.00</u>

Project Setup and Ongoing Management will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items.

Construction Phase Services will be billed based on 2.30 times salary cost up to a maximum not to exceed **\$53,500.00**.

- II. Special Services** – The maximum not -to-exceed fee for the special services as described will be **\$268,570.00**, which includes printing, direct costs, and computer charges normally associated with these services. The basis of compensation for Special Services will be based on unit rates prices with a maximum not-to-exceed fee. The following table summarizes special services fees:

	Cost
ROW/Easement Services	\$13,160.00
Survey Services	\$83,430.00
Subsurface Utility Engineering Services	\$49,535.00
Geotechnical Investigation	\$9,490.00
Permitting	\$20,350.00
Multi-Sensor Pipe Inspection	\$92,605.00
Total Fee:	<u>\$268,570.00</u>

III. Additional Special Services – The maximum not -to-exceed fee for any additional special services will be **\$25,000.00**, which includes printing, direct costs, and computer charges normally associated with these services. The basis of compensation for Special Services will be 2.30 times the salary cost up to the maximum not-to-exceed fee.

Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

The total maximum fee for all services is **\$ 734,900**.

EXHIBIT C
Insurance Requirements
Timber Creek Pump Station Interceptor Design

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

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
2. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
3. Professional Liability Insurer, and / or Errors and Omissions.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability

minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.

3. Notice of Cancellation - All Coverages

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability and / or Errors and Omissions

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT’S/ CONTRACTOR’S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND

THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

Attachment D
Time of Completion
Timber Creek Pump Station Interceptor Design

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.

- I. Commencement of Work — The City agrees to issue written authorization to proceed as soon as practical after approval by the Lewisville City Council. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.
- II. Time Line — The following items of work shall be completed within the time line indicated. This schedule is tentative based upon City review of each deliverable before proceeding to the subsequent deliverable, data collection, special services and land rights timeframes.

Proposed Schedule	
Project Kick-Off Meeting	September 2019
MSI Pipe Inspection	November 2019
Conceptual Survey and Data Collection	December 2019
Conceptual Design (30% Plans)	March 2020
Preliminary Design (60% Plans and Specifications)	June 2020
Final Design (90% Plans and Specifications)	August 2020
Final Design (100% Plans and Specifications)	October 2020
Bid and Award	November 2020

MEMORANDUM

TO: Donna Barron, City Manager

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

FROM: James Wallingsford, Utility Line Maintenance Manager

DATE: August 7, 2019

SUBJECT: **Approval of a Professional Services Agreement with RJN Group, Inc., Dallas, TX, in the Amount of \$131,400 for Professional Engineering Services for Castle Hills-Condition Assessment for Sanitary Sewer & Water Distribution System; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

As the City prepares for the possibility of annexation of Castle Hills various analyses and assessments of the impact of taking on the maintenance and operations of this additional area are being conducted. The Public Services Department's role in this area includes assessments of the civil infrastructure currently in place. While the Castle Hills water distribution and wastewater collection systems are owned by Lewisville, water and wastewater operation, inspection, maintenance, and repair services are administered by Denton County Fresh Water Supply District 1-A. Third party assessments are necessary to determine the condition of these assets, and the effect on the City's provision of services upon annexation.

ANALYSIS

At the August 5, 2019 City Council meeting, a PSA with HDR Engineering was approved for assessment of the Castle Hills pumping and storage facilities.

The PSA before you today will assess the condition of the distribution and collection system piping and appurtenances. In order to complete that assessment, consultant will first complete the GIS mapping of assets within Castle Hills. This will include review and digitizing as-built and design drawings in city records. Any areas where the city does not have as-built drawings, the consultant will conduct field investigation to complete the GIS database.

The completed GIS database will then be used in the previously approved PSA with HDR to perform water distribution system modeling. This modeling will help develop system operation plans for the combined City/District water system.

Consequence of Failure (COF) and Likelihood of Failure (LOF) ratings will be calculated and then entered into a Risk Analysis Matrix to generate a grade on a scale of 1 to 5. A grade will be

provided for each asset in the sanitary sewer and water distribution system. The sanitary sewer report card grade is based upon depth of manhole/diameter of pipe, age, material, and proximity to waterways, railroads, facilities, and roads. The LOF will be based upon material and age. The water distribution report card grade is based upon diameter/size, pipe redundancy, water consumption, age, 5-year repair history, and proximity to waterways, railroads, facilities, and roads.

Any critical items that are noticed with field investigations will be reflected within the LOF and the City will be notified. A portion of Castle Hills attribute data research was completed during the previous condition assessment and will not be duplicated, only newly mapped areas will be assessed.

The consultant will provide the City with this GIS database and a technical memorandum detailing the analysis process and discuss the results. The new data will be added to the City's dashboard tool and can then be used to develop maintenance and operation plans across all assets, including those that will become City maintenance responsibility upon annexation.

Funding for the project is available in the Castle Hills Annexation Analysis Capital Improvement Project.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the agreement as set forth in the caption above; and authorize the City Manager to execute the agreement.

PROFESSIONAL SERVICES AGREEMENT
for
CASTLE HILLS-CONDITION ASSESSMENT FOR SANITARY SEWER &
WATER DISTRIBUTION SYSTEM

The City of Lewisville, Texas (the “City”), hereby engages RJN GROUP, INC. (the “Consultant”), to perform professional services in connection with Castle Hills Condition Assessment (the “Project”).

I. PROJECT. The Project is described as follows:

- A.** The City previously underwent a project with the Consultant to develop a condition assessment to grade assets in both the sanitary sewer and water distribution systems. The City is soon to annex Castle Hills (as shown in Attachment “E”) and desires to apply the condition assessment grading system to the newly acquired area. This will be accomplished through field investigations and as-built research to map and assess the area. Following investigations, InfoMaster (an Innovyze software) will be used to establish condition assessment grades.

II. SCOPE OF SERVICES.

A. PROJECT ADMINISTRATION:

1. Prepare a final schedule of work activities.
2. Meet with City staff on a periodic bases to discuss progress of various tasks, coordinate upcoming work, and receive input from the City.
3. Perform Consultant’s internal project control procedures on a monthly basis, including schedule and budget control, quality control review, and monthly progress reports.

B. FIELD INVESTIGATION SERVICES:

1. Mapping

Limited field investigations will be performed to survey areas within Castle Hills that appear to be missing data. Assets will be mapped at a GPS survey level and reflected within the GIS and geodatabases. Along with GPS points, the depth of manhole, size of pipe, and material will be collected during investigations. This will not be a full MACP Inspection. Any critical items noticed during field investigations will be reflected in the LOF and notified to the City immediately. Field investigations will be completed for sanitary sewer on an as needed basis. Limited field investigation will be performed for the water distribution system; mapping will rely heavily upon attribute data research for the water distribution system.

C. ATTRIBUTE DATA RESEARCH:

All pertinent attribute data will be gathered from record drawings and imported into the GIS Database, if not already present. This includes asset age, construction material, size, and depth. A portion of Castle Hills attribute data research was completed during the previous condition assessment and will not be duplicated; strictly newly mapped areas will be assessed. Every effort will be made to locate record drawings for each asset. If an asset's record drawing cannot be located, attribute data will be assumed based upon immediate connecting structures, if applicable.

D. SYSTEM ANALYSIS:

The GIS Database populated with data collected from field investigations and as-built research will be imported into InfoMaster Software. Parameters established in the original condition assessment project will be applied to the Castle Hills sanitary sewer and water distribution analysis. Consequence of Failure (COF) and Likelihood of Failure (LOF) ratings will be calculated and then inputted into a Risk Analysis Matrix to generate a grade on a scale of 1 to 5. A grade will be provided for each asset in the sanitary sewer and water distribution system. The sanitary sewer condition assessment grade is based upon depth of manhole/diameter of pipe, age, material, and proximity to waterways, railroads, facilities, and roads. The LOF will be based upon material and age (if available), not a structural and I/I score since full inspections have not been completed within the area. The water distribution condition assessment grade is based upon diameter/size, pipe redundancy, water consumption, age, 5-year repair history, and proximity to waterways, railroads, facilities, and roads.

E. REPORTING/DELIVERABLES:

InfoMaster generates GIS feature classes for all COF, LOF, and Risk (Condition Assessment Grade) analysis results. These feature classes will be imported into a GIS Database along with the City's shapefiles that were populated with pertinent attribute data used to grade the assets. The Engineer will provide the City with this GIS Database and a Technical Memorandum detailing the analysis process and discussing results.

Three (3) copies of the draft technical memorandum will be submitted and discussed. After comments are received, a final technical memorandum will be prepared and submitted to the City. RJN will provide three (3) copies of the final technical memorandum.

A more detailed description of services is provided in Attachment "A" – Scope of Services.

III. COMPENSATION.

The Consultant agrees to perform the services described herein for the amounts stated herein, and the City agrees to make payments in the amounts stated. The total fee agreed to for all described services is **\$131,400.00**. A breakdown of fees for scoped services is included in Attachment “B”, which is hereby included in this Agreement by reference.

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

- IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment “C”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney’s fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE,**

CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

- VIII. TIME OF COMPLETION.** A project schedule, shown in Attachment "D" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- IX. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- X. INDEPENDENT CONTRACTOR.** Consultant shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the services. No term or provision herein or act of the City shall be construed as changing that status.
- XI. CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all

requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.

- XII. GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
- XIII. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- XIV. PROTECTION OF RESIDENT WORKERS.** The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- XV. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
- XVI. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

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

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

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

XIX. TEXAS GOVERNMENT CODE CHAPTER 2270. Pursuant to Texas Government Code Chapter 2270, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.

XX. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

XXI. PERFORMANCE: In compliance with Texas Local Government Code 271.904, the Contractor agrees to perform the services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and to perform the services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, under the schedule as referenced in Section VIII of this Agreement.

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

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

By: _____
Donna Barron, City Manager

Date: _____

Attest: _____
Julie Worster, City Secretary

By: Don Jackson
Daniel Jackson, Vice President,
RJN Group. Inc

Date: 7/23/2019

Attest: Becky Rogers

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

**ATTACHMENT A
SCOPE OF WORK**

CITY OF LEWISVILLE

**CASTLE HILLS-CONDITION ASSESSMENT FOR SANITARY SEWER & WATER
DISTRIBUTION SYSTEM**

BACKGROUND:

The City of Lewisville, Texas, hereinafter called CITY, previously underwent a project with RJN Group, Inc. to develop a condition assessment to grade assets in both the sanitary sewer and water distribution systems. The CITY is soon to annex an area known as Castle Hills (as shown in Attachment “E”) and desires to apply the condition assessment grading system to the newly acquired area. This will be accomplished through field investigations and as-built research to fully map and assess the area. Following investigations, InfoMaster (an Innovyze software) will be used to establish condition assessment grades. Total anticipated cost for this Scope of Work is \$131,400.00.

The services to be provided include the following:

I. PROJECT ADMINISTRATION:

A. *Project Administration*

Project Administration tasks include the following:

1. Prepare a final schedule of work activities.
2. Meet with CITY staff on a periodic bases to discuss progress of various tasks, coordinate upcoming work, and receive input from the CITY.
3. Perform Consultant’s internal project control procedures on a monthly basis, including schedule and budget control, quality control review, and monthly progress reports.

II. FIELD INVESTIGATION SERVICES

A. *Mapping*

Limited field investigations will be performed to survey areas within Castle Hills that appear to be missing data. Assets will be mapped at a GPS survey level and reflected within the GIS and geodatabases. Along with GPS points, the depth of

manhole, size of pipe, and material will be collected during investigations. This will not be a full MACP Inspection. Any critical items noticed during field investigations will be reflected in the LOF and notified to the CITY immediately. Field investigations will be completed for sanitary sewer on an as needed basis. Limited field investigation will be performed for the water distribution system; mapping will rely heavily upon attribute data research for the water distribution system.

III. ATTRIBUTE DATA RESEARCH:

All pertinent attribute data will be gathered from record drawings and imported into the GIS Database, if not already present. This includes asset age, construction material, size, and depth. A portion of Castle Hills attribute data research was completed during the previous condition assessment project and will not be duplicated; strictly newly mapped areas will be assessed. Every effort will be made to locate record drawings for each asset. If an asset's record drawing cannot be located, attribute data will be assumed based upon immediate connecting structures, if applicable.

IV. SYSTEM ANALYSIS:

The GIS Database populated with data collected from field investigations and as-built research will be imported into InfoMaster Software. Parameters established in the original condition assessment project will be applied to the Castle Hills sanitary sewer and water distribution analysis. Consequence of Failure (COF) and Likelihood of Failure (LOF) ratings will be calculated and then inputted into a Risk Analysis Matrix to generate a grade on a scale of 1 to 5. A grade will be provided for each asset in the sanitary sewer and water distribution system. The sanitary sewer condition assessment grade is based upon depth of manhole/diameter of pipe, age, material, and proximity to waterways, railroads, facilities, and roads. The LOF will be based upon material and age (if available), not a structural and I/I score since full inspections have not been completed within the area. The water distribution condition assessment grade is based upon diameter/size, pipe redundancy, water consumption, age, 5-year repair history, and proximity to waterways, railroads, facilities, and roads.

V. REPORTING/DELIVERABLES

InfoMaster generates GIS feature classes for all COF, LOF, and Risk (Condition Assessment Grade) analysis results. These feature classes will be imported into a GIS Database along with the CITY's shapefiles that were populated with pertinent attribute data used to grade the assets. The ENGINEER will provide the CITY with

this GIS Database and a Technical Memorandum detailing the analysis process and discussing results.

Three (3) copies of the draft technical memorandum will be submitted and discussed. After comments are received, a final technical memorandum will be prepared and submitted to the CITY. RJN will provide three (3) copies of the final technical memorandum.

**ATTACHMENT B
COMPENSATION SCHEDULE**

CITY OF LEWISVILLE

**CASTLE HILLS-CONDITION ASSESSMENT FOR SANITARY SEWER & WATER
DISTRIBUTION SYSTEM**

Task	Description	Cost (\$)
1100	Project Administration	<u>13,000.00</u>
	<i>Subtotal</i>	<i>13,000.00</i>
3100	Field Investigation Services	<u>75,000.00</u>
	<i>Subtotal</i>	<i>75,000.00</i>
9200	Attribute Data Research	<u>20,000.00</u>
	<i>Subtotal</i>	<i>20,000.00</i>
5410	System Analysis	<u>12,000.00</u>
	<i>Subtotal</i>	<i>12,000.00</i>
5420	Reporting/Deliverables	<u>11,400.00</u>
	<i>Subtotal</i>	<u>11,400.00</u>
	Total Not-to-Exceed Amount	131,400.00

**Billing will be hourly not to exceed (Time and Materials)*

Schedule of Hourly Professional Services Billing Rates

Employee Classification	Hourly Rate
Project Director	\$265
Project Manager	\$175
Project Engineer	\$120
Field Manager	\$93
Field Supervisor	\$86
Field Technician	\$80
Project Coordinator	\$96
Office Technician	\$72
Clerical	\$97

**ATTACHMENT C
INSURANCE REQUIREMENTS**

CITY OF LEWISVILLE

**CASTLE HILLS-CONDITION ASSESSMENT FOR SANITARY SEWER & WATER
DISTRIBUTION SYSTEM**

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability and/or Errors and Omissions Insurance.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Use of Contractors and Subcontractors
 - e. Personal Injury
 - f. Broad Form Property Damage
 - g. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense).

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability

minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and/or Errors and Omissions - \$500,000 per occurrence - \$1,000,000 Aggregate.
5. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

Each insurance policy required by this exhibit except Professional Liability shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified

mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability (applicable only to certified or licensed Engineers and or Architects)

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT,

OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

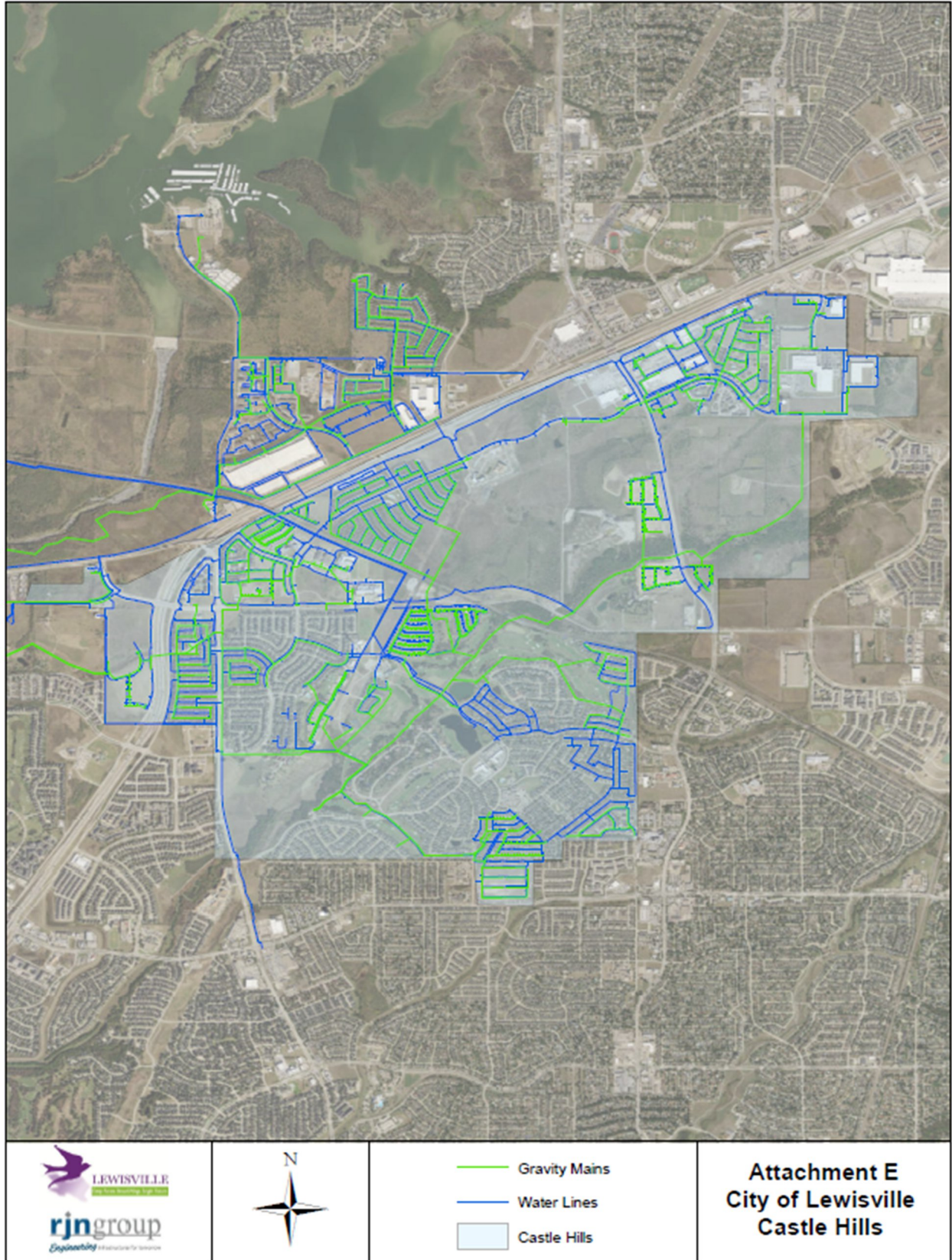
**ATTACHMENT D
TIME OF COMPLETION**

CITY OF LEWISVILLE

**CASTLE HILLS-CONDITION ASSESSMENT FOR SANITARY SEWER & WATER
DISTRIBUTION SYSTEM**

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control.

Proposed Schedule	
Field Investigation Services	September 2019 – December 2019
Attribute Data Research	September 2019 – December 2019
System Analysis	January 2020 – March 2020
Reporting/Deliverables	April 2020 – May 2020



MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: August 19, 2019

SUBJECT: **Approval of an Amendment to the City Thoroughfare Plan to Change the Designation of a Segment of Lakepointe Drive from Corporate Drive to IH 35E Northbound Frontage Road from a Principal Arterial 4-Lane Divided Roadway to a Collector 2-Lane Undivided Roadway.**

BACKGROUND

The City of Lewisville's Master Thoroughfare Plan currently indicates the entire stretch of Lakepointe Drive from Hebron Parkway to IH 35E northbound frontage road (NBFR) as a Principal Arterial 4-Lane Divided (P4D) roadway with 100-foot right-of-way. However, the northern segment of Lakepointe Drive from Corporate Drive to IH 35E NBFR only has 60 feet of right-of-way and the abutting properties are built-out. For this reason, staff recommends making an amendment to the thoroughfare plan to change the designation of the segment of Lakepointe Drive from Corporate Drive to IH 35E NBFR to a Collector 2-Lane Undivided (C2U) roadway.

ANALYSIS

The roadway designation assigned to roads on the Thoroughfare Plan determines the turn lane requirements, median opening spacing, driveway spacing, minimum right of way width, and other parameters required for that designation. A principal arterial street designation has more restrictive access control requirements than a 2-lane undivided collector street due to the expectations of greater vehicular demand.

Lakepointe Drive extends from Hebron Parkway in the south and ends at the northbound frontage road (NBFR) of Interstate Highway 35E. The City Thoroughfare Plan classifies Lakepointe Drive as a 4-lane divided principal arterial roadway with 100-foot right-of-way (ROW) for the above-mentioned full extent of the street. However, the section of Lakepointe Drive between Corporate Drive and NBFR of IH 35E only has 60-foot ROW.

Also, this section of Lakepointe Drive between Corporate Drive and NBFR of IH 35E is fully built out with commercial properties on both sides of the street as evidenced in the aerial photo below.

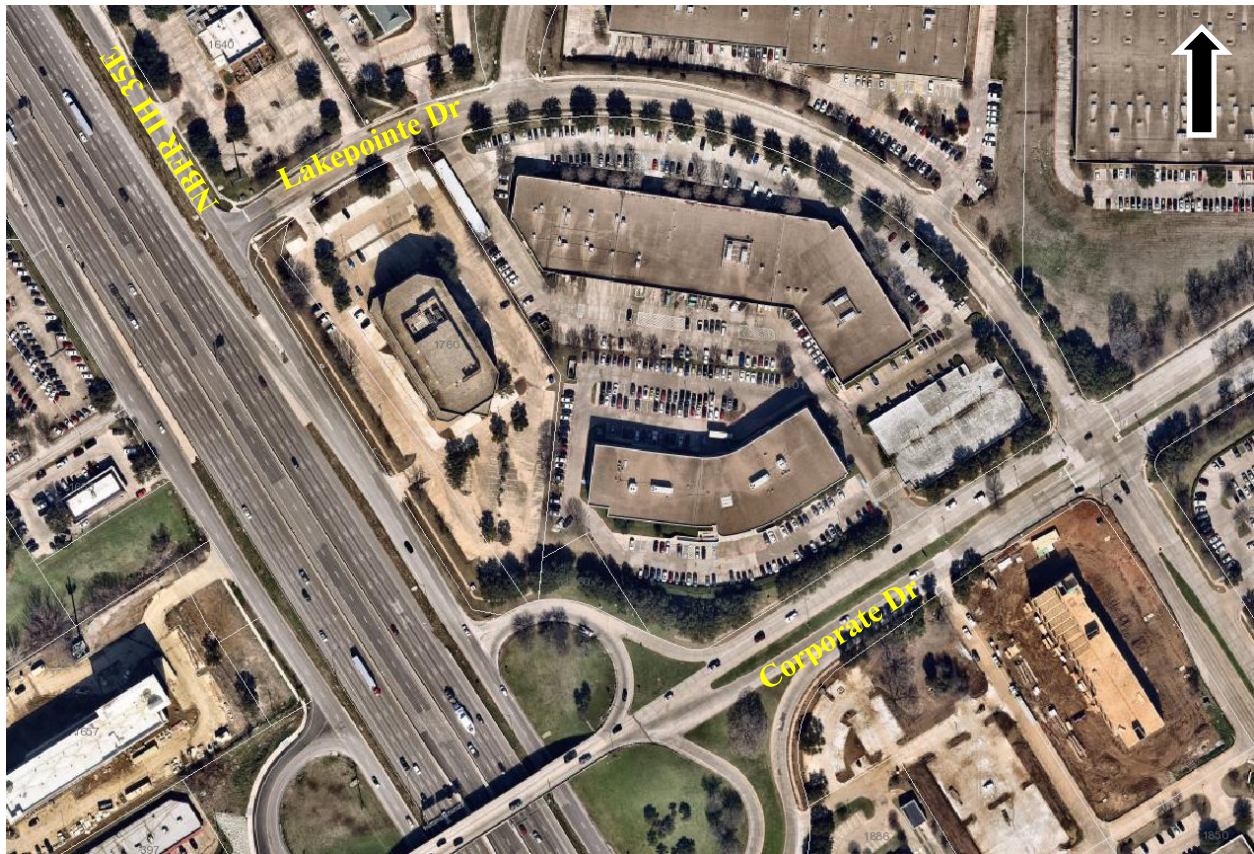


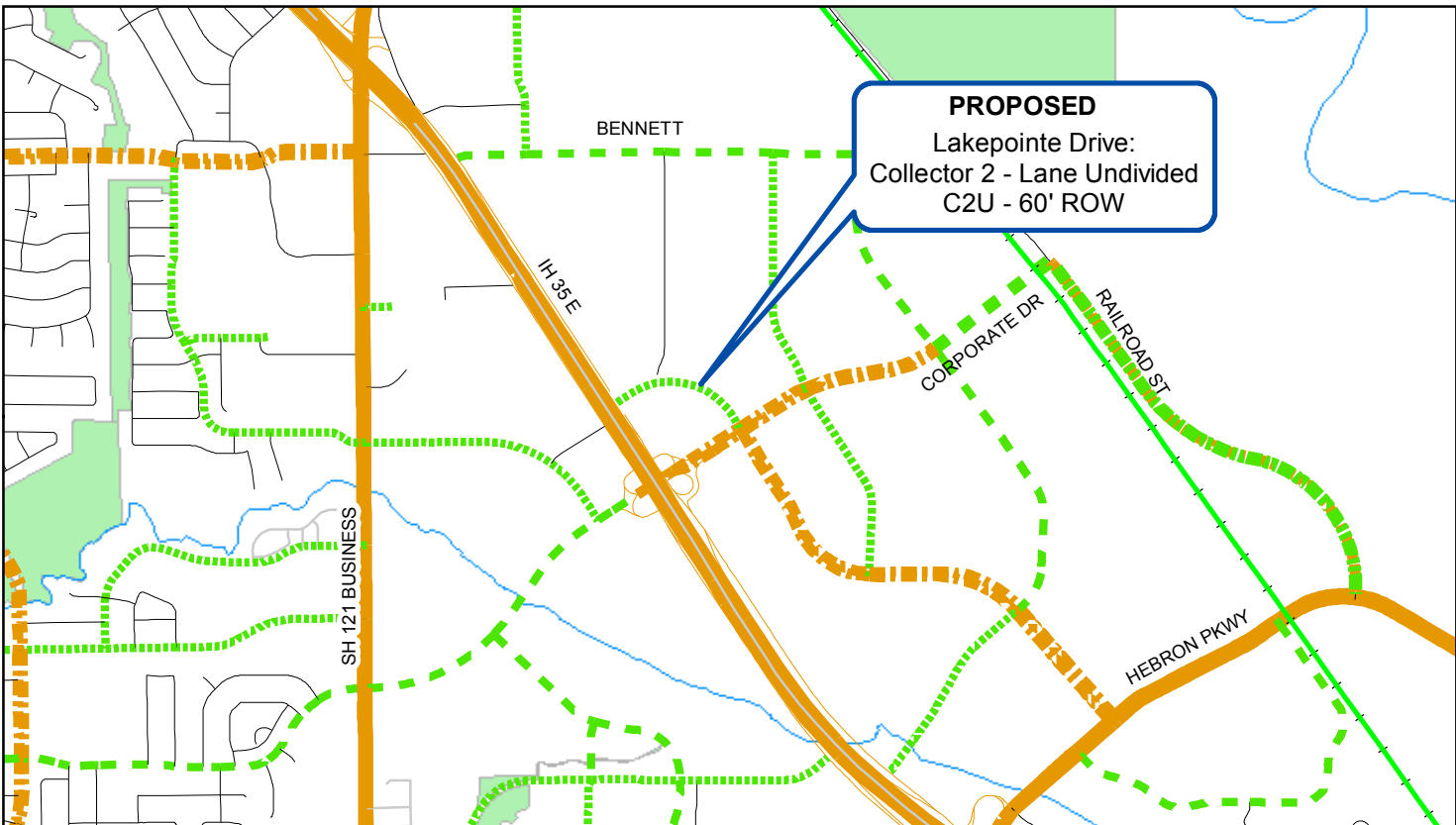
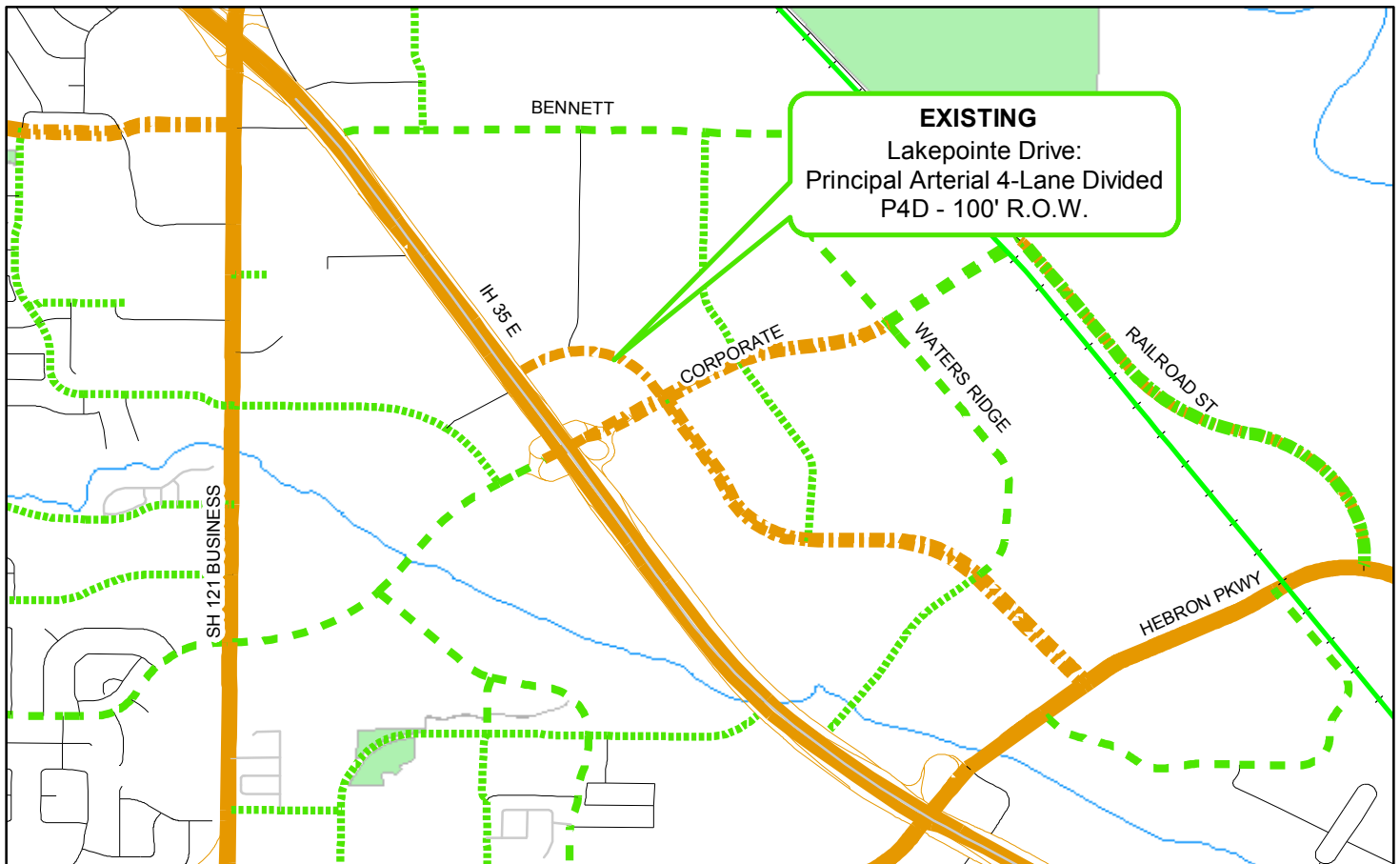
Figure 1: Aerial view of Lakepointe Dr between Corporate Dr and NBFR IH 35E showing existing development on both sides of the street

Due to the existing full built-out condition on both sides of Lakepointe Drive, there is no room to widen Lakepointe Drive from its 60-foot ROW street section. In addition, this segment of Lakepointe Drive has a traffic count of roughly 1300 vehicles per day and given its location in the street grid and build out of the area, it's unlikely the traffic count will ever increase significantly. For these reasons, staff recommends changing the designation of Lakepointe Dr between NBFR of IH 35E and Corporate Drive to a 2-lane undivided collector street with 60-foot ROW. South of Corporate Drive, Lakepointe Drive will continue to be classified as a 4-lane divided principal arterial street with 100-foot ROW.

The Transportation Board considered this item at the June 18, 2019, meeting and voted five to zero in favor of recommending the amendment to the Thoroughfare Plan to change the designation of the segment of Lakepointe Drive from Corporate Drive to IH 35E NBFR from a P4D roadway to a C2U roadway.

RECOMMENDATION

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



LEWISVILLE
Deep Roots. Broad Wings. Bright Future.



Scale = NTS

LOCATION MAP
FOR
THOROUGHFARE PLAN - LAKEPOINTE DRIVE
EXISTING AND PROPOSED



LOCATION MAP FOR
LAKEPONTE DRIVE - IH 35E TO CORPORATE DR
THROUGHFARE PLAN AMENDMENT

**MINUTES
TRANSPORTATION BOARD**

June 18, 2019

Item No. 1 Call to Order and Announce a Quorum is Present

Chairman James Davis called the Lewisville Transportation Board meeting to order at 6:51 p.m. and announced that a quorum was present with the following members in attendance:

Mary Ellen Miksa
William Meredith
John Lyng
Karen Locke
James Davis

Members absent: Alvin Turner

Staff Present: Sagar Medisetty, Daphne Stubbs and Jason Walker

Item No. 2 Minutes

Item No. 3 Selection of Chairman and Vice-Chairman

Item No. 4 Visitors/Citizens Forum

Item No. 5 Consideration of an Amendment to the City Thoroughfare Plan to Change the Designation of Lakepointe Drive from Corporate Drive to IH 35E Northbound Frontage Road (NBFR) from a Principal Arterial 4-Lane Divided (P4D) Roadway to a Collector 2-Lane Undivided (C2U) Roadway and Make a Recommendation to the City Council Regarding the Amendment.

Sagar Medisetty gave an overview of the proposed change to the City Thoroughfare Plan and recommended approval and a recommendation to the City Council. The point of focus is the section of Lakepointe Drive between Corporate Drive and the NBFR of IH 35E that is currently classified as a Principal Arterial 4-Lane Divided roadway. However, Lakepointe Drive, between Corporate Drive and the NBFR of IH 35E only has 60 feet of right-of-way and all the abutting properties are built-out. Staff recommends an amendment to the thoroughfare plan to change the

section of Lakepointe Drive between Corporate Drive and NBFR of IH 35E to a Collector 2-Lane Undivided (C2U) roadway.

No Discussion

A motion was made by Karen Locke to approve the item and seconded by Mary Ellen Miksa to approve Consideration of an Amendment to the City Thoroughfare Plan to Change the Designation of Lakepointe Drive from Corporate Drive to IH 35E Northbound Frontage Road (NBFR) from a Principal Arterial 4-Lane Divided (P4D) Roadway to a Collector 2-Lane Undivided (C2U) Roadway and Make a Recommendation to the City Council Regarding the Amendment.

The vote was 5 ayes and 0 nay. The motion carried.

MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: August 19, 2019

SUBJECT: **Approval of an Amendment to the City Thoroughfare Plan to Change the Designation of a Segment of Railroad Street from Corporate Drive to SH 121 Business from a Residential Street to a Collector 2-Lane Undivided Roadway.**

BACKGROUND

The City of Lewisville's Master Thoroughfare Plan currently indicates the segment of Railroad Street between SH 121 Business and Corporate Drive as a local street. However, this section of Railroad Street is a 37-foot wide roadway with 60-foot right-of-way that carries significant commercial truck traffic and serves as a collector street providing access to two major principal arterial roadways i.e. SH 121 Business and Corporate Drive. The abutting properties on the section of Railroad Street between SH 121 Business and Corporate Drive are commercial/industrial properties. The segments of Railroad Street to the north and south of this segment are classified as collector street (C2U- 60' ROW) and principal arterial street (P4D) respectively. Thus, staff recommends changing the designation of the segment of Railroad Street between SH 121 Business and Corporate Drive from a local/residential street to a Collector 2-lane divided (C2U) roadway.

ANALYSIS

The City Thoroughfare Plan currently indicates the functional classification of Railroad Street between Main Street and Hebron Parkway as follows:

Railroad Street - from Main Street to SH 121 Business - Commercial 2-Lane Undivided (C2U)

Railroad Street - *from SH 121 Business to Corporate Drive - Residential/Local Street*

Railroad Street - from Corporate Drive to Hebron Pkwy - Principal 4-Lane Divided (P4D)

The segment of Railroad Street between SH 121 Business and Corporate Drive is classified as a local street. However, Railroad Street between SH 121 Business and Corporate Drive is a 37-foot wide, 60-foot ROW roadway. This section of Railroad Street serves the function of a collector street that connects to two major thoroughfares:

- SH 121 Business (a 6-lane divided state highway) at one end and
- Corporate Drive (a 4-lane divided principal arterial street) at the other end.

Also, the segment to the north of SH 121 Business is classified as a C2U roadway and the segment to the south of Corporate Drive is classified as a P4D roadway.

The aerial photo below shows that Railroad Street between SH 121 Business and Corporate Drive has commercial/industrial properties on both sides of street. There are no residential properties abutting Railroad St to justify the functional classification of a residential street/local street.



Figure 1: Aerial photo showing commercial properties only abutting Railroad Street between SH 121 Business and Corporate Drive

Staff recommends the designation of Railroad Street from SH 121 Business to Corporate Drive be changed from a residential/local street to a collector 2-lane undivided (C2U) roadway as it carries

Subject: Amend segment of Railroad St Designation on Thoroughfare Plan

August 19, 2019

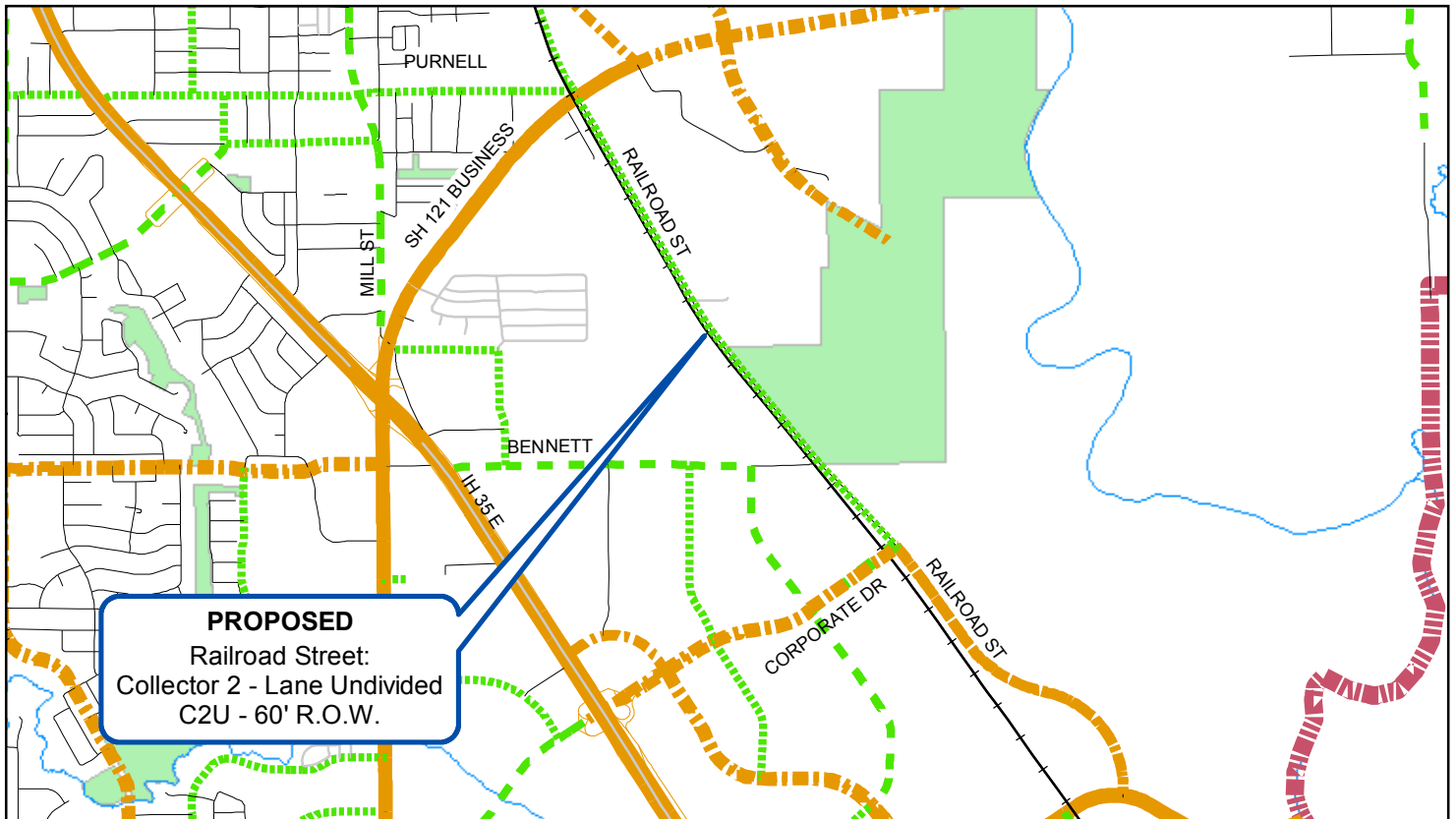
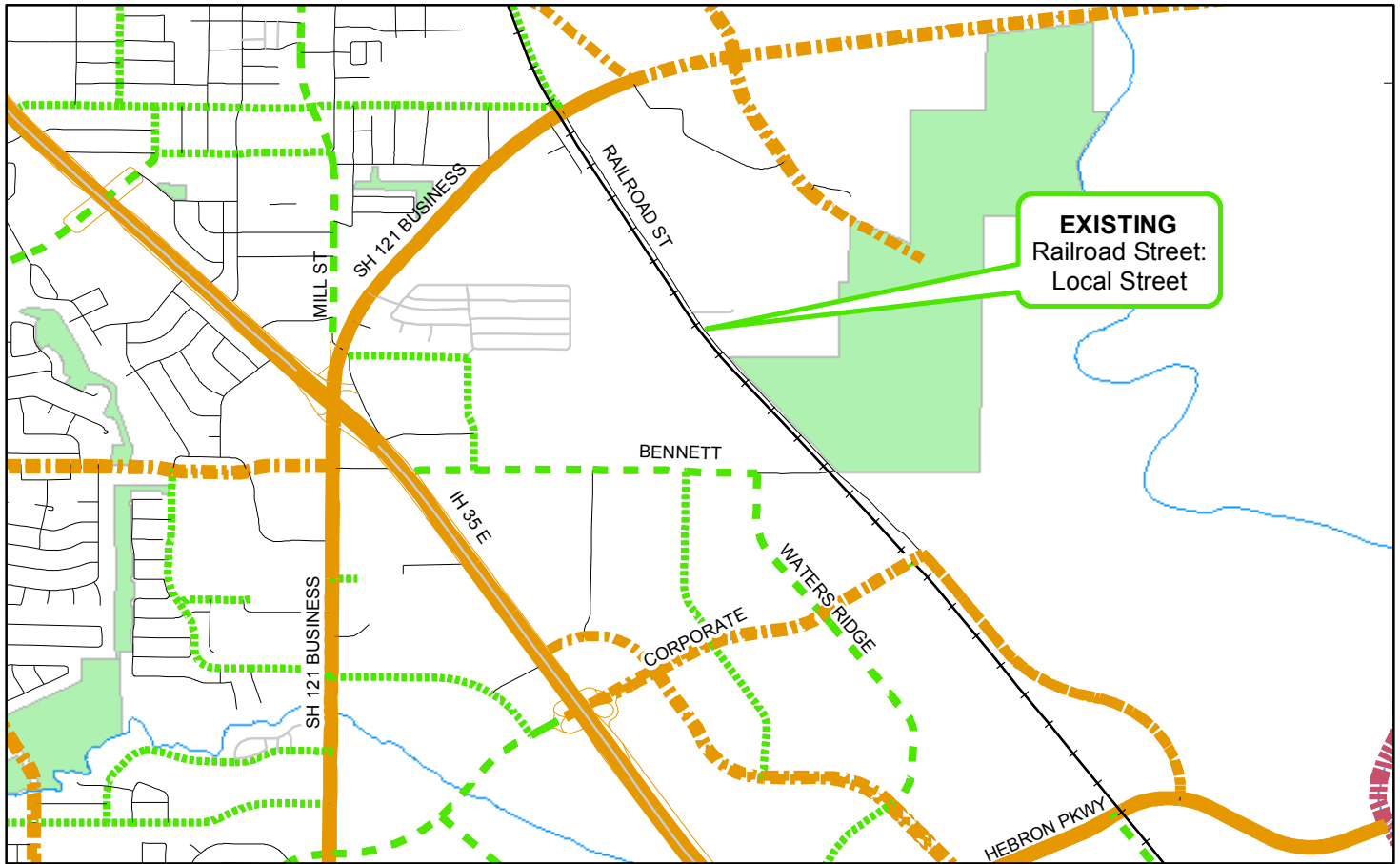
Page 3 of 3

significant commercial truck traffic and connects two major roadways, which under full built-out condition will be two of the three major east-west corridors running through Lewisville.

The Transportation Board considered this item at the June 18, 2019, meeting and voted five to zero in favor of recommending the amendment to the Thoroughfare Plan to change the designation of the segment of Railroad Street from Corporate Drive to SH 121 Business from a local/residential street to a C2U roadway with 60-foot ROW.

RECOMMENDATION

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



LEWISVILLE
 Deep Roots. Broad Wings. Bright Future.



Scale = NTS

LOCATION MAP
 FOR
 THOROUGHFARE PLAN - RAILROAD STREET
 EXISTING AND PROPOSED



PURNELL ST

S.H. 121 BUSINESS

RAILROAD STREET

VALLEY RIDGE BLVD

PROJECT
LOCATION

BELLAIRE BLVD.

35E

CORPORATE DR

LOCATION MAP FOR
RAILROAD STREET - SH 121 TO CORPORATE DR
THROUGHFARE PLAN AMENDMENT

**MINUTES
TRANSPORTATION BOARD**

June 18, 2019

Item No. 1 Call to Order and Announce a Quorum is Present

Chairman James Davis called the Lewisville Transportation Board meeting to order at 6:51 p.m. and announced that a quorum was present with the following members in attendance:

Mary Ellen Miksa
William Meredith
John Lyng
Karen Locke
James Davis

Members absent: Alvin Turner

Staff Present: Sagar Medisetty, Daphne Stubbs and Jason Walker

Item No. 6. Consideration of an Amendment to the City Thoroughfare Plan to Change the Designation of Railroad Street from Corporate Drive to SH 121 Business from a Residential Street to a Collector 2-Lane Undivided (C2U) Roadway and Make a Recommendation to the City Council Regarding the Amendment.

Sagar Medisetty presented this item to the Board; Mr. Medisetty explained that Railroad Street between SH 121 Business and Corporate Drive is classified as a residential street or local street. This section of Railroad Street is a 37-foot wide, 60-foot ROW roadway which connects two major thoroughfares; SH 121 Business and Corporate Drive. Staff recommends making an amendment to the thoroughfare plan to change Railroad Street between SH 121 Business and Corporate Drive to a Collector 2-Lane Undivided (C2U) roadway.

No Discussion

A motion was made by Mary Ellen Miksa to approve the item and seconded by John Lyng to Change the Designation of Railroad Street from Corporate Drive to SH 121 Business from a Residential Street to a Collector 2-Lane Undivided (C2U) Roadway and Make a Recommendation to the City Council Regarding the Amendment.

The vote was 5 ayes and 0 nay. The motion carried.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: James Kunke, Community Relations and Tourism Director

DATE: August 19, 2019

SUBJECT: **Approval of an Amendment to an Agreement with Bolivar Bronze for Creation and Installation of a Bronze Sculpture in Wayne Ferguson Plaza, and Authorization for the City Manager to Sign the Amendment.**

BACKGROUND

City Council approved an agreement in July 2018 with Denton County artist David Iles (Bolivar Bronze) for creation and placement of a bronze sculpture in Wayne Ferguson Plaza. The sculpture is complete, but installation and dedication will not take place until October in order to accommodate schedules of Ferguson family members and project donors. The proposed amendment would change the payment schedule contained in the current Agreement.

ANALYSIS

Placing a historic sculpture in Wayne Ferguson Plaza is one of the top recommendations in the Public Art Master Plan approved by City Council in early 2018, and was included in the Lewisville 2025 vision plan as part of the “Old Town” Big Move. Public input collected during development of both of those plans showed significant support for public art in Wayne Ferguson Plaza.

There has long been a desire to place a bronze sculpture of Wayne Ferguson in the public plaza that bears his name. Shortly after his death in 2008, an artist was selected by the Ferguson family and a maquette was created. However, private fundraising efforts stalled and the project was put on hold in 2011.

The project was revived in early 2018 by local developer and family friend, Alex Buck, who committed to personally overseeing the fundraising effort. He solicited donations totaling \$50,000 toward the sculpture.

Sanger artist David Iles was recruited by the Ferguson family for this project. Iles has been a practicing artist for more than 40 years. Through his studio, Bolivar Bronze, Iles has successfully completed numerous large-scale outdoor sculpture commissions including private commissions for late philanthropist Trammel Crow and public commissions in Denton, Frisco, Irving, and the Lady Bird Johnson Wildflower Center in Austin. Collections of his work also are on display at the Dallas Arboretum and the University of North Texas.

Iles interviewed family members and community members about Wayne Ferguson and used that input to develop a sculpture concept carefully designed to honor Ferguson’s passion and vision for Lewisville and his lasting contributions to the community. The bronze will depict Ferguson seated

Subject: Bolivar Bronze Contract Amendment
August 19, 2019
Page 2

on the wall along the boardwalk, under the shade of a redbud tree and about 50 feet from the gateway off Charles Street. He will be wearing his favorite boots and hat while looking at a map of the plaza. To one side will be a stack of rolled maps, representing the many projects Ferguson brought to Lewisville. On his other side will be a stack of personal items illustrating his life and character, including a saddle blanket, chaps, spurs, and his hand-made buck knife.

From the artist's proposal: "With this sculpture, our intent is to give visitors to Wayne Ferguson Plaza a greater understanding of the park's namesake by creating an accessible, humble, and permanent landmark that reflects the humanity of a great leader, good friend, and loving father and husband."

Total cost for the sculpture is \$90,000 plus costs for a dedication plaque, potential lighting, and first-year maintenance for a total project cost of \$100,000. The city's share of \$50,000 comes from the Public Art Capital project using Hotel Motel Fund dollars.

The artist projected a period of 8-12 months for completion of the sculpture. The artwork now is substantially complete and the location on the stone wall at Wayne Ferguson Plaza has been prepared for installation. A dedication ceremony was originally planned for September 2019, but no date could be found that would work for members of the Ferguson family and all three donors. The first available date that works for all parties is in mid-October.

Because the artist has completed his work on time and did not cause the delay in installation, and because he already has paid all his materials costs, he requested a change to the payment schedule. Staff is in agreement with the proposed change. The final payment still would be made after installation and acceptance of the sculpture.

RECOMMENDATION

It is City staff's recommendation that the City Council approve an amendment to an agreement as set forth in the caption above, and authorize the City Manager to sign the amendment.

PROFESSIONAL SERVICES AGREEMENT
for
Design, Creation, Fabrication, and Installation of Public Art

The City of Lewisville, Texas (the “CITY”), hereby engages BOLIVAR BRONZE (the “ART-IST”) to perform professional services in connection with the design, fabrication and installation of public art for Wayne Ferguson Plaza (the “PROJECT”).

I. SCOPE OF WORK. The scope of work for the Project is described as follows:

A. Phase 1 – Plan of Work:

1. The Artist shall, in cooperation with appropriate representatives of the City, develop a plan of work for the Project.
2. This plan shall provide a set of target dates for completion of all phases of the design, fabrication and installation of the art piece.
3. The plan shall be approved by the City prior to the start of work.
4. The art piece shall reflect the proposal attached to this Agreement as Exhibit C. Any significant changes must be approved in advance by the City and the Ferguson family.

B. Phase 2 – Design Finalization:

1. Completed design of the artwork shall include drawings necessary to communicate the Artist’s intent, materials specifications, finish and maintenance recommendations, and proposed installation method, narrative description, budget, materials samples, and any other materials necessary to fully describe the Project as proposed.
2. The design finalization shall include a detailed written set of instructions for regular maintenance of the artwork.
3. The final design shall be approved by the City and by the Ferguson family.

C. Phase 3 – Material Fabrication of Artwork:

1. The Artist shall fabricate the artwork as presented in the final design approved by the City and the Ferguson family, and as outlined in the proposal (Exhibit C).
2. Any change, including design, color, size, material, and texture, to the artwork which deviates from the final design approved by the City must be approved in writing by the City before the change is made. The City understands that the artist may adjust layout, texture and final finishes of the pieces to maximize the beauty of the finished work. Changes that will not significantly alter the overall scale or character of the piece need not be approved in advance.

D. Phase 4 – Final Completion and Installation of the Artwork:

1. The Artist shall install the artwork at the approved site in accordance with the above referenced plan of work and the Project Schedule attached hereto as Exhibit B.
2. The date for installation shall be confirmed by both parties to this Agreement, in writing, no later than 30 days prior to installation.
3. The Artist shall ensure that the artwork is installed with appropriate permanent and anti-theft measures or devices to protect the artwork from undue wear or damage or loss.

E. Phase 5 – Project Documentation:

1. The artist shall assist with creating a project identification plaque for the artwork by providing the following information: the title of the artwork, the artist's name, and the year of completion. The City will design, purchase and install the plaque.
2. Within 30 days of final acceptance by the City of the completed and installed artwork, the Artist shall provide to the City the following:
 - a) a publication-ready JPEG of the artwork, with a minimum resolution of 350 dpi and a minimum size of 7 inches on the longest edge,
 - b) a JPEG of the artwork in situ at the work site,
 - c) a complete written description of the artwork,
 - d) written instructions for appropriate maintenance and preservation of the artwork, including a maintenance schedule, and
 - e) a comprehensive list of all materials used in the creation of the artwork (e.g., gauge and type of metal, adhesive materials, clay body and firing, etc.)

II. SPECIAL TERMS OF THIS AGREEMENT

A. Warranties.

1. Warranties of Title: The Artist represents and warrants that the artwork will be (a) solely the result of the artistic effort of the artist, (b) unique and original, except as otherwise disclosed in writing to City, (c) not a duplicate and not accepted for sale elsewhere unless disclosed and approved by City in writing, (d) not infringing upon any copyright, and (e) free and clear of any liens or claims from any source whatsoever.
2. Warranties of Quality and Condition: The Artist represents and warrants that (a) the Artist will execute and fabricate the artwork in a professional manner, (b) the artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects or qualities which cause or accelerate deterioration of the artwork, and (c) reasonable maintenance of the artwork will not substantially exceed those described in the maintenance instructions submitted by the Artist per this agreement.
3. The warranties described in sections II.A.1 and II.A.2 shall survive for a period of five (5) years after the final acceptance of the artwork by the City with the required periodic maintenance by the City according to directions provided by the Artist. The City shall

give written notice to the Artist of any breach of these warranties within 120 days of the breach during that period. The Artist shall, at the request of City and at no cost to City, cure reasonably and promptly the breach of any such warranty that is repairable by the Artist and which repair is consistent with accepted practices of professional conservation (including, for example, repair by means of restoration, refurbishing or re-creation of part or all of the artwork).

B. Risk of Loss or Damage.

Risk of loss or damage to the artwork shall be borne by the Artist until title to the artwork passes to the City upon execution of an acceptance agreement by the City and the Artist. Until title passes to the City, the Artist shall take such measures as are necessary to protect the artwork from loss or damage, including carrying insurance to cover the risk of damage to the artwork.

C. Title to the Artwork.

Title to the artwork shall pass to the City after final completion and installation of the artwork and upon City signing and completing an acceptance agreement. If the City fails, within 30 days of final completion and installation of the artwork by the Artist, to execute a notice of acceptance agreement, or to notify the Artist of services that are unsatisfactory, title and ownership of the artwork will transfer from the Artist to the City.

D. Reproduction Rights

1. General

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the artwork, except ownership and possession and except as such rights are otherwise limited by this agreement. The Artist grants to the City and its successors an irrevocable license to make and use images of the artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, educational materials, and catalogues or other similar publications.

2. Artist Credit

All reproductions by the City shall credit the artist and include a copyright notice substantially in the following form: "© (Artist's name), installation date", and credit to the City as follows: "Funded through the Public Art Program of the City of Lewisville, Texas".

3. Artist Reproduction Credit.

The artist shall include on or in any image or other form of reproduction of the artwork initiated or authorized by the artist, a credit to the City in the following form: "Collection of the Public Art Program of the City of Lewisville, Texas."

E. Artist's Rights

1. General

In all matters pertaining to the artwork and its maintenance, including but not limited to the articles in this agreement, the provisions of the Visual Artists' Rights Act (VARA) shall apply, except that the City shall have the right to move or remove the artwork at the City's sole discretion.

2. Maintenance.

The City recognizes that maintenance of the artwork on a regular basis is essential to the integrity of the artwork. The City shall reasonably ensure that the artwork is properly maintained and protected in accordance with the requirements of this agreement. It is anticipated that the sculpture will be sealed with Incralac lacquer, and top coated with BWC bowling alley wax. This will provide a resilient finish that will withstand the weather and multiple cleanings. Anticipated maintenance may include: cleaning with plain water and soft plastic bristle brushes, with a PH neutral detergent used with the soft bristle brushes and then rinsed well, if necessary; refraining from using a pressure washer to clean the sculpture, but if it must be used, using a lower pressure and the softest spray available; waxing every year or two, to help maintain the patina and finish, on a warm dry day to minimize the possibility of trapping moisture. More specific maintenance instructions will be provided by the Artist as outlined in this Agreement.

3. Repairs and Restoration.

- a. The City shall have the right to determine, after consultation with a professional fine art conservator, when and if repairs and restorations to the artwork will be made. To the extent practicable, the artist, during the artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations as recommended by a professional fine art conservator.
- b. If the repair or restoration is needed five years or more after payment under this agreement, the City and the artist shall agree in writing, prior to the commencement of any significant repairs or restoration, upon the artist's fee for such services, provided such funds to pay the fee are available, and provided that Texas laws, including but not limited to the procurement laws allow the City to contract with the artist for the artist's services.
- c. All repairs and restorations shall be made in accordance with accepted practices of professional fine art conservation.

F. Artist as Independent Contractor.

The Artist and his agents and employees are independent contractors performing services for the City and are not employees of the City. The Artist, the Artist's agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this agreement.

G. Subcontracting.

The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not affect the design, appearance, intent or visual quality of the artwork as approved by the City and provided that such services shall be carried out under the personal supervision and expense of the Artist.

III. COMPENSATION

A. Compensation for the Scope of Work shall be \$90,000 paid as follows:

1. Phase 1: thirty thousand dollars (\$30,000.00) upon acceptance by the Ferguson family of a finished maquette of the Project.
2. Phase 2: thirty thousand dollars (\$30,000.00) upon completion and City acceptance of finished modeling of figure and all objects that are part of the Project.
3. Phase 3: thirty thousand dollars (\$30,000.00) once the finished sculpture is installed and accepted by all parties.

B. Invoicing Procedures

1. Invoices shall be submitted by cover letter from the Artist. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest.
2. The invoice shall be based on the work completed per each phase of work as set out in the Scope of Work outlined in Article I of this Agreement. Each phase payment shall constitute full and final payment for the services and materials required to complete that phase.
3. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

IV. INSURANCE. Until such time that title to the artwork passes to the City, the Artist shall maintain insurance coverage as outlined herein and in accordance with Exhibit A. Coverage shall remain in effect through final installation of the Project. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Artist. Insurance certificate must be received and approved prior to commencement of work. The Artist shall also review and forward certificates covering subcontractors, including sub-artists.

V. REUSE OF DOCUMENTS. All documents, including drawings and specifications prepared by the Artist pursuant to this agreement, are instruments of service in respect of the Project.

They are not intended or represented to be suitable for reuse without written verification or adaptation by the Artist for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Artist from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Artist to further compensation at rates to be agreed upon by the City and the Artist.

VI. OWNERSHIP OF DOCUMENTS. Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Artist. The Artist shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.

VII. INDEMNIFICATION. THE ARTIST AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARTIST'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ARTIST, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT, EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE ARTIST AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE ARTIST'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VIII. TIME OF COMPLETION. A general Project Schedule (Exhibit B) is hereby included in this agreement by reference. The City and the Artist agree to create a more specific plan of work for the Project as outlined in Section I.A of this Agreement. The Artist agrees to perform

the services in accordance with the agreed-to plan of work, to the extent over which the Artist has control.

IX. TERMINATION. This agreement may be terminated by the City without cause at any time prior to completion of the Artist's services, or by the Artist with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this agreement, except those outlined in Paragraphs V, VI and VII above. Upon notice of termination, the Artist shall prepare and submit to the City a final invoice within 15 days detailing the satisfactorily completed work to date which has not been paid.

X. CONFIDENTIAL INFORMATION. To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.

XI. GOVERNING LAW AND VENUE. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.

XII. ARBITRATION. In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.

XIII. PROTECTION OF RESIDENT WORKERS. The City actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Artist shall establish appropriate procedures and controls so no services under this agreement will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit the Artist's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under this agreement. The audit will be at the City's expense.

XIV. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a). The City supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Artist shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been

CITY SECRETARY OFFICE
OFFICIAL FILE COPY

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

XV. ADA COMPLIANCE. All goods and services provided to the City must be compliant with the Americans with Disabilities Act (“ADA”) and all regulations promulgated pursuant to the ADA. The Artist will be required to certify compliance, if applicable.

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

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

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

XVIII. TEXAS GOVERNMENT CODE CHAPTER 2270. Pursuant to Texas Government Code Chapter 2270, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.

XIX. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

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

CITY OF LEWISVILLE, TEXAS

Approved by the Lewisville City
Council July 2, 2018

By:



Donna Barron, City Manager

Date:

7-3-18

By:



David Iles, Bolivar Bronze

Date:

7-5-18

Attest:



Julie Worster, City Secretary

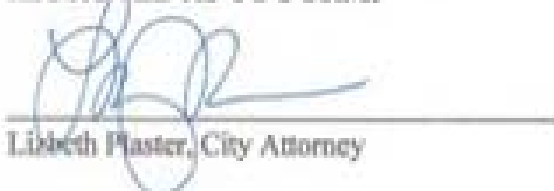
Attest:



CITY OF LEWISVILLE

151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:



Lizabeth Plaster, City Attorney

EXHIBIT A

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES PROJECTS/ARTISTS

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

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability - as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

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

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occupational disease.

CITY SECRETARY OFFICE
OFFICIAL FILE COPY

3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employer's Liability Coverage.

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

3. All Coverages

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

4. Professional Liability and/or Errors and Omissions

"Claims made" policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City. Artist can comply with this requirement by providing the City with proof of such coverage for the project engineer.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LI- ABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY IN- FRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCON- TRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE IN- DEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

H. PROOF OF INSURANCE

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

EXHIBIT B

PROJECT SCHEDULE

1. Design and creation of a ¼ scale maquette. This will take approximately one month, and will require the family committee to make a studio visit at least once for approval.
2. An invoice will be submitted for the first payment as outlined in III Compensation, and we will start the modeling process. This stage will require multiple visits from the family to make sure the representation of Mr. Ferguson is accurate. This stage will also include the modeling of the various objects associated with the sculpture. This stage of the project should take four months.
3. The second payment will be invoiced after the family and city committee approve the finished modeling. The next stage will be the mold making stage of the project, and should take between four and six weeks. There should be no need for committee input during this stage.
4. The next stage will be the wax work, investment, and casting of the silicon bronze. The cast components will then be welded chased and finished to the committee's satisfaction. We may request the committee to come out at various times to approve the progress. This stage should take six to seven months.
5. The final stage will be the installation, which will require us to mount the sculpture in the designated space, using stainless steel all thread and Metalset epoxy. The unfinished sculpture will be transported to the site to check for proper fit during the welding stage. After the finished sculpture is installed and approved, the final payment will be invoiced. The installation should be accomplished in two days.
6. We operate an open studio, so committee members are welcome to visit to see the progress during this project.

EXHIBIT C

ARTIST'S PROPOSAL

WAYNE FERGUSON PLAZA SCULPTURE PROPOSAL

"Society grows great when old men plant trees whose shade they know they shall never sit in." - Anonymous Greek Proverb

BACKGROUND

Father, successful businessman, and cowboy, **Wayne Ferguson** was a relentless advocate of all things Lewisville, and his influence continues to guide the city. As a resident for close to forty years, he served on the city council, the board of trustees for the local hospital, and as Mayor of the city. His love of Lewisville extended into multiple city projects, most notably in an interest in the preservation and improvement of the Old Town section of the city, where a beautiful park and plaza now carries his name. As an outdoorsman, he had a deep respect for nature, hunting, and horseback riding - often conducting business via cell phone on horseback. As a father and husband, he instilled values of kindness and good humor that carry on with his children and grandchildren.

A man of great ambition, rooted in traditional values, **Wayne Ferguson's** broader vision for the city that he loved and led could best be summarized by an ancient Greek proverb: "Society grows great when old men plant trees whose shade they know they shall never sit in."

SCULPTURE

In the shade of redbud trees, **Wayne Ferguson** sits contentedly studying a map of the Plaza built in his name, pausing to smile slyly and glance towards visitors entering the park. A moment caught in bronze, he is dressed casually in blue jeans wearing his favorite cowboy boots, hat, snakeskin belt and buckle. Holding the map, on his hands are rings worn throughout his life - a school ring and a ring with stones from his mother. To his right, a stack of rolled maps sit waiting to be read. To his left rests a collection of personal items: a saddle blanket and chaps, a favorite pair of spurs, and an old buck knife he crafted himself.

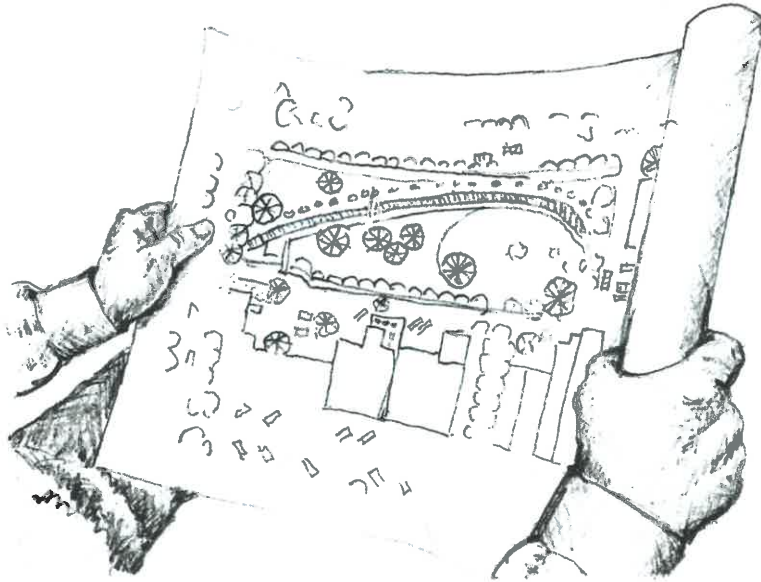
INTENT

This sculpture functions as a permanent symbol of the values and interests of the good man represented. The sitting figure is approachable and resonates a humility and accessibility in tune with the qualities many admired in **Wayne**. By combining an accurate rendering of the subject with personal items, the sculpture carries an emotional weight; allowing personal details to act as symbols of larger ideas. The saddle blanket, chaps, spurs and a hand-made knife represent horsemanship and the outdoors. The rolled maps and drawings are indicative of Texas land, development, and urban revitalization, while the rings hold ties to love of community, education, and family.

With this sculpture our intent is to give visitors to **Wayne Ferguson Plaza** a greater understanding of the park's namesake by creating an accessible, humble, and permanent landmark that reflects the humanity of a great leader, good friend, and loving father and husband.



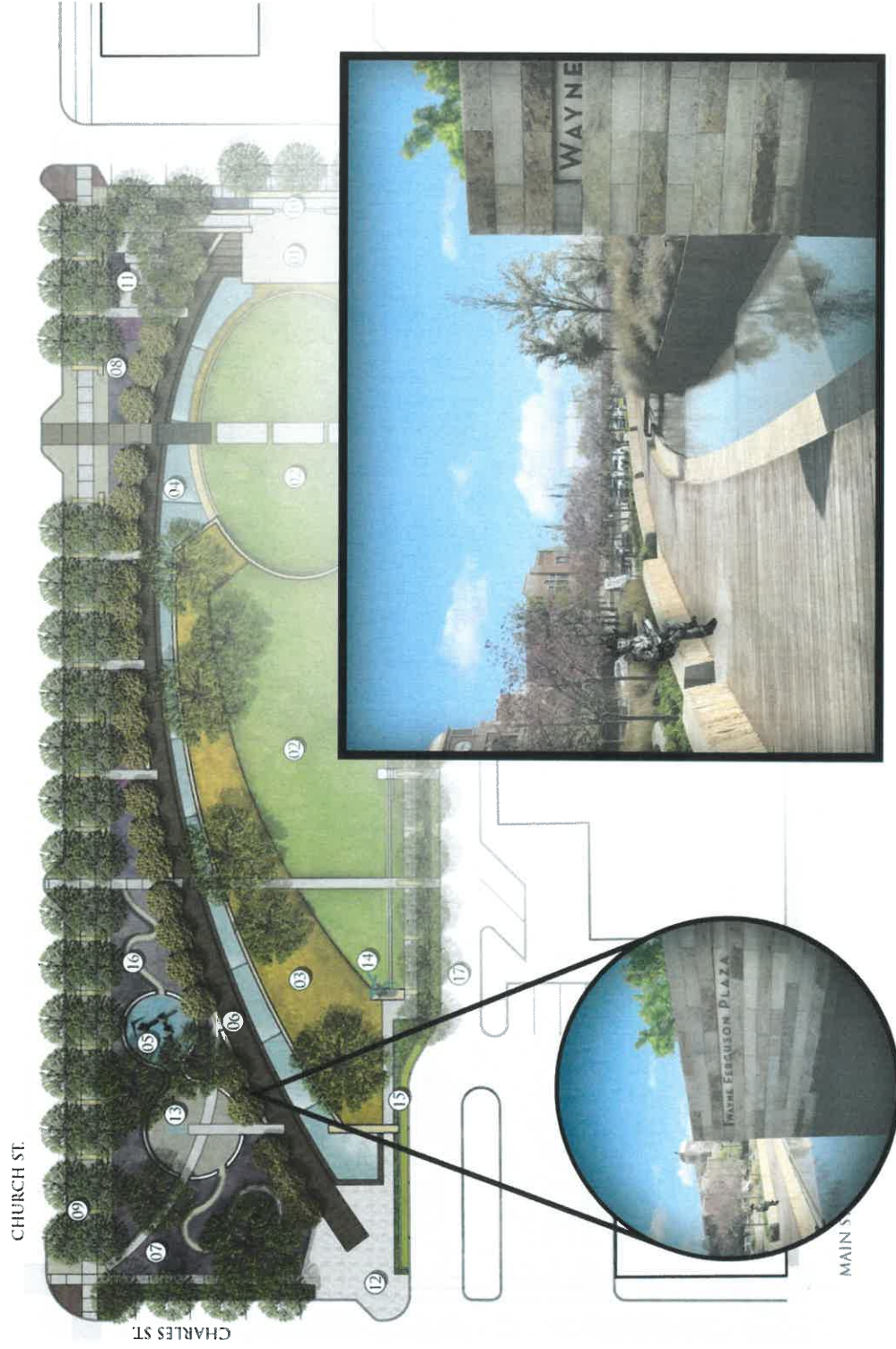
"In the shade of redbud trees, **Wayne Ferguson** sits contentedly studying a map of the plaza built in his name, pausing to smile slyly and glance towards visitors entering the park..."



“Holding a map of the plaza built in his name...”



“To his left rests a collection of personal items: a saddle blanket and chaps, a favorite pair of spurs, and an old buck knife he crafted himself...”



“In the shade of redbud trees, **Wayne Ferguson** sits contentedly studying a map of the Plaza built in his name, pausing to smile slyly and glance towards visitors entering the park...” The sculpture of **Wayne Ferguson** sits securely on a stone bench roughly 30 feet away from the **WAYNE FERGUSON PLAZA** title wall.

PROCESS AND TIMELINE

Creating a bronze sculpture is a complex task with multiple stages and processes. The overall time frame will take eight to twelve months after initial approval of proposal. Below is a very basic description of the timeline for creating the sculpture of **Wayne Ferguson**.

MAQUETTE

Upon approval of the sculpture proposal, a detailed maquette will be created of the entire form. After family approval of the maquette, and as a courtesy to city and family, the small maquette will then be cast in bronze for display in the Medical City Lewisville's grand display case and ultimately donated to the Ferguson family.

MODELING

Prior to casting the small sculpture in bronze, the maquette will be scanned and enlarged into a basic full-scale foam form. This form will then be covered in clay for final rendering and detailing. After final family approval of the finished sculpture in clay, the bronze fabrication process will begin.

CASTING

To create the sculpture in bronze, molds will be taken of the clay figure and associated objects. These molds will be used to cast wax versions of all the sections and elements of the sculpture. These waxes will then be sprued and invested. The invested wax molds will then be burned out, and bronze will be poured into the molds. The bronze elements will then be cleaned, welded and chased to recreate the original clay sculpture. With the form complete in bronze, a patina will be applied to the surface, and the entire sculpture will be waxed per family approval.

INSTALLATION

The final sculpture will be safely and securely installed based on recommendations by the artist and based on an appropriate schedule for all parties involved. Installation diagrams and procedures will be provided to the city and family as the project develops.

COST ESTIMATE AND PAYMENT SCHEDULE

The total cost of the project will be **\$90,000.00**.

We request this total to be paid in three installments of **\$30,000.00**. One third of the total cost upon approval of finished maquette by family members, second payment upon completion and acceptance of finished modeling of figure and all objects, and final payment due after finished sculpture is installed and accepted by all parties.

David Iles

Bolivar Bronze

(940) 390-9959

bolivarbronze@gmail.com

bolivarbronze.com

CITY SECRETARY OFFICE
OFFICIAL FILE COPY

**First Amendment to Professional Services Agreement
for Design, Creation, Fabrication, and Installation of Public Art**

This First Amendment to Professional Services Agreement for Design, Creation, Fabrication, and Installation of Public Art (the “Amendment”) is made as of August 19, 2019, by and between **Bolivar Bronze** (the “Artist”) and the **City of Lewisville, Texas** (the “City”).

RECITALS

WHEREAS, the City and the Artist are parties to a professional services agreement dated July 2, 2018, titled “Professional Services Agreement for Design, Creation, Fabrication, and Installation of Public Art” (the “Original Agreement”), whereby they agreed to certain matters relating to the creation and installation of a bronze sculpture at Wayne Ferguson Plaza, as more particularly set forth in the Original Agreement; and

WHEREAS, the Original Agreement specifies that compensation will be paid in three installments, the final installment coming after installation and acceptance of the finished sculpture; and

WHEREAS, the parties desire to amend the payment schedule contained in the Original Agreement, as more particularly set forth below.

NOW THEREFORE, for and in consideration of the mutual covenants of the parties set forth in the Original Agreement and this Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the parties agree as follows:

**I.
AMENDMENT**

Section III, COMPENSATION, paragraph A, section 3, is hereby amended to delete the current language in its entirety and replace it with the following:

3. Phase 3: twenty thousand dollars (\$20,000) once the sculpture is completed and ready for installation.

Section III, COMPENSATION, paragraph A is hereby amended to add the following section 4:

4. Phase 4: ten thousand dollars (\$10,000) once the finished sculpture is installed and accepted by all parties.

II.
MISCELLANEOUS

Nothing contained herein shall be deemed to amend or modify the Original Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Original Agreement and the terms of this Amendment, the terms of this Amendment shall control. Any capitalized term used herein, but not defined herein, shall have that meaning set forth in the Original Agreement.

IN WITNESS WHEREOF, the City and Artist have executed this First Amendment to Professional Services Agreement for Design, Creation, Fabrication, and Installation of Public Art as of the day and year first above written.

THE CITY:
CITY OF LEWISVILLE, TEXAS

THE ARTIST:
BOLIVAR BRONZE

Donna Barron
City Manager

David Iles
Artist

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Erb, Director of Finance

DATE: August 5, 2019

SUBJECT: **Approval of Agreements for Ad Valorem Tax Billing and Collection Between the City of Lewisville and Denton County for Fiscal Year 2019-20; and Authorization for the City Manager to Execute the Agreements.**

BACKGROUND

The City has received new agreements from the Denton County Tax Assessor's office to bill and collect City ad valorem taxes and Josey Lane Public Improvement District (PID) assessments. The agreements for this year have a provision for an automatic renewal unless terminated by either party. The City started using Denton County Tax Assessor for the billing and collection of the City's ad valorem taxes in the 1997-98 fiscal year due to their ability to provide this service at a lower overall cost than the City could do in-house. The City began using Denton County Tax Assessor for the Josey Lane PID assessments in 2016 when assessments in this PID began.

ANALYSIS

The billing rates for the new agreements are unchanged from the prior year. For FY2018-19, the County billed the City at a rate of \$1.00 times the number of parcels on the City's tax roll, which amounted to \$34,324. This coming year, the rate will again be \$1.00 per parcel for their services.

Funding to cover these expenditures is proposed in the Finance Department General Fund and the Josey Lane PID Administration Fund 2019-20 budgets. Additionally, collection percentages remain in excess of 99% of the current tax which is at or above collection percentages when the City performed this service.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the agreements as set forth in the caption above, and authorize the City Manager to execute the agreements.

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX
ASSESSMENT AND COLLECTION BETWEEN DENTON COUNTY, TEXAS
AND
CITY/TOWN OF _____, TEXAS**

INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **CITY/TOWN OF _____**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, and Section 6.24; and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be October 1, 2019. The initial term of this Agreement shall be for a period of one year commencing October 1, 2019 and ending September 30, 2020. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. During the initial term of this Agreement, the term "tax year" means tax year 2018 and the term "collection year" means 2019. During each subsequent renewal term, the term "tax year" means the year following the previous term's "tax year", and the term "collection_year" means the year following the previous term's "collection year." For example, during the first renewal term of this Agreement (October 1, 2020 – September 30, 2021), the term "tax year" means tax year 2019 and the term "collection year" means 2020, during the second renewal term of this Agreement (October 1, 2021 – September 30, 2022), the term "tax year" means tax year 2020 and the term "collection year" means 2021, and so on.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for the **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax Code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 of the Texas Tax Code; and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY**, however all calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and that such calculation will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the

Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. It is understood and agreed to by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY's** billing address to the newspaper publishing the effective and rollback tax rates. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **MUNICIPALITY** must notify **COUNTY** no later than May 20th of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code, if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector before notices may be appropriately submitted to the appraisal **MUNICIPALITY**, newspapers, etc. as required by law.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Rollback Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31st of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors,

subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. Pursuant to Texas Property Tax Code §26.05(a), the **MUNICIPALITY** must adopt its tax year tax rate before the later of the applicable dates set forth therein. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than said adoption deadline. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by the adoption deadline set forth in §26.05(a) may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

5. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will, pursuant to Property Tax Code Section 26.07(f), mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Paragraph 2 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

6. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost"

includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30th of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 7 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

In the event that a rollback election as described takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

7. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the

expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

MUNICIPALITY:

XII.

MUNICIPALITY hereby designates _____ to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, _____ day of _____
2019.

COUNTY

MUNICIPALITY

Denton County Texas
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Assistant District Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTS AND COLLECTION BETWEEN DENTON COUNTY,
TEXAS AND**

CITY/TOWN OF
PUBLIC IMPROVEMENT DISTRICT

**INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS
COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and , Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

PUBLIC IMPROVEMENT DISTRICT , hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be October 1, 2019. The initial term of this Agreement shall be for a period of one year commencing October 1, 2019 and ending September 30, 2020. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. During the initial term of this Agreement, the term "assessments year" means assessments year 2018 and the term "collection year" means 2019. During each subsequent renewal term, the term "assessments year" means the year following the previous term's "assessments year", and the term "collection year" means the year following the previous term's "collection year." For example, during the first renewal term of this Agreement (October 1, 2020 – September 30, 2021), the term "assessments year" means assessments year 2019 and the term "collection year" means 2020, during the second renewal term of this Agreement (October 1, 2021 – September 30, 2022), the term "assessments year" means assessments year 2020 and the term "collection year" means 2021, and so on.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations and provide daily and monthly collection reports to **CITY/TOWN**.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify

the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 15th, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments become due on receipt of the assessment/tax statement each year. The **DISTRICT**

assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the APPRAISAL DISTRICT records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Paragraph 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

4. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

5. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

7. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Paragraph 2 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected assessment roll, will be the responsibility

of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30th of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Paragraph 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits of assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

CITY/TOWN:

XII.

CITY/TOWN hereby designates _____ to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, _____ day of _____
2019.

COUNTY

CITY/TOWN

Denton County Texas
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Assistant District Attorney

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Jason Moore, Economic Development Director

DATE: August 19, 2019

SUBJECT: **Approval of a Resolution to Nominate Caliber Bodyworks of Texas, Inc. for Designation as a Single Texas Enterprise Project by the Governor's Office of Economic Development and Tourism in Accordance with Chapter 2303 of the Texas Government Code.**

BACKGROUND

Caliber Bodyworks of Texas, Inc. has submitted a request to staff asking that the City Council consider a resolution to nominate them for designation by the Governor's Office of Economic Development and Tourism as a single Texas Enterprise Project.

The Texas Enterprise Zone program is an economic development tool for local communities to partner with the State of Texas to encourage job creation and capital investment in economically distressed areas of the state. An enterprise zone is a census tract block group that has 20% or more poverty rate based upon the most recent decennial census federal poverty level information, a distressed county, a federally designated zone or renewal community. The State of Texas is the designating body for all Enterprise Zones.

The Enterprise Zone Program encourages and assists Texas companies in creating or retaining jobs and in making sizable capital investments in their facilities with a refund of State sales and use taxes based on jobs created and on-site capital investments. On-site capital investments typically include facility and technology upgrades. In most cases, the program results in the retention of the company's presence in the city.

A qualified business is eligible to apply for a designation based upon their amount of capital investment and number of jobs being created and/or retained. The table below indicates the level of capital investment guidelines, the maximum number of jobs allocated, maximum potential refund per the level of investment, and the maximum refund per job allocated by the State.

Level of Capital Investment	Maximum Number of Jobs Allocated	Maximum Potential Refund	Maximum Refund Per Job Allocated
\$40,000 to \$399,999	10	\$25,000	\$2,500
\$400,000 to \$999,999	25	\$62,500	\$2,500
\$1,000,000 to \$4,999,999	125	\$312,500	\$2,500
\$5,000,000 to \$149,999,999	500	\$1,250,000	\$2,500
Double Jumbo Project \$150,000,000 to \$249,999,999	500*	\$2,500,000	\$5,000
Triple Jumbo Project \$250,000,000 or more	500*	\$3,750,000	\$7,500

For example, if a company creates 125 jobs, and invests between \$5,000,000 and \$149,999,999, the maximum refund is \$2,500 per job, which would equate to a \$312,500 refund.

The Texas state sales and use tax rate is 6.25%, but the local taxing jurisdictions (cities, counties, special purpose districts and transit authorities) may also impose sales and use tax up to 2% for a total maximum combined rate of 8.25%. For purposes of this program, it is the 6.25% portion of the tax that is used to provide a refund to corporations that apply for the Enterprise Zone program and are designated as a project. The 2.0% local tax is not affected; therefore, there is no fiscal impact to the City of Lewisville.

Projects may be physically located in or outside of the Enterprise Zone. If located within a zone, the company must commit that at least 25% of their new employees will meet economically disadvantaged, enterprise zone residence or veteran requirements. If located outside of the zone, which this applicant does, the company must commit that at least 35% of their new employees will meet economically disadvantaged, enterprise zone residence or veteran requirements.

Participating cities are required to have an ordinance on file with the State of Texas Governor's Office of the Economic Development that authorizes Council to hold hearings on applications submitted for approval. Each participating city can approve up to nine (9) designations per biennium. The City of Lewisville established its Enterprise Zone Program under Ordinance No. 3792-08-2010 which also nominated Overhead Door Corporation for designation as an

Enterprise Zone Project. The State ultimately denied that application based on other competitive projects at the time.

Nonetheless, once a city has an approved Enterprise Zone Ordinance, applications received simply require a city resolution naming said company (as the applicant) as an Enterprise Zone Project for a project designation. When an application is approved, the signed application, signed and seal stamped resolution and associated fee are sent to the Governor's Office of Economic Development for consideration on or before the quarterly due date. If the state approves the designation of a company as an Enterprise Zone Project, the company would be eligible for a refund of state sales and use tax based on the employment criteria and the amount of the capital spent at the qualified business site.

ANALYSIS

Caliber Bodyworks of Texas is planning an \$11 million expansion for real and business personal property improvements at a new location in Lewisville as their current location on Corporate Drive cannot support the expansion. Additionally, they plan to hire an additional 125 employees. The company has hired Ryan, Inc. to ensure that the company meets the “qualified business” requirements and to manage compliance reporting. The project must constitute “an expansion, renovation, or new construction, or other property to be undertaken by a qualified business.” They have asked the city to consider and pass a resolution in order to submit the application to the state on Caliber’s behalf.

In August 2010, the City of Lewisville adopted Ordinance No. 3792-08-2010, which established the city’s participation in the Enterprise Zone Program. Since its adoption, Lewisville may nominate up to 6 projects per biennium out of a total 105 statewide. Because of the timing of Caliber’s capital investment in their expansion project, they must pursue the state incentive within a 90-day window of those improvements taking place.

Since accepting the Council’s tax abatement and tax grant offer this past June 2019, the company is in the process of making business decisions as formal economic development agreements are finalized. With the critical timing of the Enterprise Zone Program and Caliber’s current development process, it is necessary to submit an application to the state, on behalf of Caliber, by September 1, 2019.

RECOMMENDATION

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, NOMINATING CALIBER BODYWORKS OF TEXAS, INC. TO THE OFFICE OF THE GOVERNOR, ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS AN ENTERPRISE PROJECT UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE.

WHEREAS, the City of Lewisville City Council (“City”) passed Ordinance No. 3792-08-2010 electing to participate in the Texas Enterprise Zone Program (Program) authorized by Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (“Act”), nominating a project for designation as an enterprise project, and identifying local economic development incentives that were available to the nominated project; and

WHEREAS, the local economic development incentives available in the City are the same on this date as those outlined in Ordinance No. 3792-08-2010; and

WHEREAS, the Governor’s Office of Economic Development and Tourism through the Economic Development Bank (“OOGEDT”) will consider the project proposed by Caliber Bodyworks of Texas, Inc. (“Caliber”) as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to the Act, Caliber has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that Caliber meets the criteria for designation as an enterprise project as required by the Act based on the following factors:

1. Caliber is a “qualified business” under Section 2303.402 of the Act because it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction located outside of an enterprise zone, and at least thirty-five percent (35%) of the business’ new employees will be residents of an enterprise zone or economically disadvantaged individuals, or veterans; and
2. There has been and will continue to be a high level of cooperation between the public, private, and neighborhood entities in the area; and
3. The designation of Caliber as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area; and

WHEREAS, the City finds that Caliber meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and,

WHEREAS, the City Council finds that it is in the best interest of the City to nominate Caliber as an enterprise project pursuant to the Act.

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

SECTION 1. That the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

SECTION 2. That Caliber is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303,

Subchapter F of the Act, and therefore, the City nominates Caliber for designation as an enterprise project.

SECTION 3. That Caliber will be not located in an area designated as an enterprise zone.

SECTION 4. That Caliber is seeking a single enterprise project designation.

SECTION 5. That the enterprise project shall take effect on the date of designation of the enterprise project by the OOGEDT and terminate 5 years after the date of designation.

SECTION 6. That the local economic development incentives available in the City are the same on this date as those outlined in Ordinance No. 3792-08-2010.

SECTION 7. That the local economic development incentives to be made available to Caliber are the same as those made available to the project that was the subject of Ordinance No. 3792-08-2010.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 19th DAY OF AUGUST, 2019.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

To: Donna Barron, City Manager

From: Richard E. Luedke, Planning Director

Date: August 19, 2019

Subject: **Consider Approval of a Preliminary Plat of Anthem 35 Addition With Six Associated Variances Related to Right-of-Way Widths, Alleys, Lot Width and Control of Access and Clear Vision Areas; Containing 250 Residential Lots and 11 Open Space Lots; on 32.417 Acres out of the Stephen Riggs Survey, Abstract Number 1088 and the W.M. Brown Survey, Abstract Number 63; Zoned Planned Development-Mixed Use (PD-MU); Located on the West Side of Summit Avenue On the North Side of the Kansas City Southern Railroad; as Requested by Huffines Communities, the Property Owner/Developer**

BACKGROUND

The subject property is zoned Planned Development Mixed Use (PD-MU) and is a portion of The Villages at Lewisville Planned Development which was intended to create a more urban density mixed-use development. The planned development allows this area to be a combination of townhomes and multi-family for a total of 700 dwelling units. The Planning and Zoning Commission recommended unanimous approval (6-0) on July 2, 2019.

ANALYSIS

The developer has worked with the city to reduce the density of the southern tract within the planned development to 250 units and only provide townhomes; however, to make townhomes work on the property, the developer is requesting six variances:

- a) to allow a 42-foot radius at cul-de-sac rights of way.

Section 6-92(b) requires that cul-de-sacs have a minimum radius of 60 feet. In this development, the cul-de-sac length is less than 150 feet, so emergency vehicles will not need to use the cul-de-sac to turn around. The proposed 42-foot radius allows a standard box truck to turn around in the cul-de-sac. Staff has no objection to this request.

- b) to allow a 45-foot public street right-of-way.

Section 6-92(b) requires a 50-foot right-of-way for residential streets. The applicant is providing a 45-foot right-of-way with a 7.5-foot utility easement on each side for a total width of 60 feet. Similar conditions have been approved in Castle Hills. Staff has no objection to this variance request.

- c) to allow a 24-foot modified alley section with 24-foot right-of-way to allow for emergency access.

Section 6-92(k) specifies that alleys have a right-of-way of 18-feet with 12-feet of pavement. The applicant is proposing that some town homes front onto the open space lots, which will be an amenity. In order to allow garage access and provide emergency access to these town homes, the modified alley must be 24 feet in width. A 7.5-foot wide utility easement will be outside of the modified alley to allow for franchise and city utilities to the lots. A similar condition was approved at Vista Del Lago. Staff has no objection to this request.

- d) to allow a water line under pavement.

Section 6-98 requires all public water lines be in a 15-foot-wide grass only easement. The applicant is requesting that the public water lines be installed under the street to accommodate the tighter, more urban condition of the site. Staff has no objection to this request.

- e) to allow reduced lot width and reduced control of access for single-family lots.

Section 6-94 required that corner lots for single-family front entry developments have a 40-foot minimum width and a 20-foot control of access on streets designated for residential. The applicant is requesting that the lot width remain 22-feet in width as required by the planned development and reduce the control of access to 15 feet. Based on the urban condition, staff has no objection to this request.

- f) to allow clear vision areas based on AASHTO standards.

Section 6-103(b) requires a 45-foot by 45-foot clear vision area at street intersections. The applicant is requesting to base the clear vision area on standards set by the American Association of State Highway Transportation Officials (AASHTO) where they cannot meet the 45-foot by 45-foot standard. This is non-profit group of professional engineers and officials that create recommended standards for all types of development across the country. AASHTO standards have also been used in sections of Castle Hills. Due to the denser and more urban layout of the site, traditional suburban subdivision standards are challenging. Staff has no objection to this request.

RECOMMENDATION

That the City Council approve the preliminary plat and requested variances as set forth in the caption above.

VARIANCES REQUESTED WITH THIS PRELIMINARY PLAT

A. TO ALLOW A 42' RADIUS AT CUL-DE-SAC RIGHT-OF-WAY:

SECTION 6-92(b) OF THE CODE OF ORDINANCES REQUIRES ALL DEAD END STREETS TO TERMINATE WITH AN APPROVED CUL-DE-SAC HAVING AN OUTSIDE MINIMUM RADIUS OF 60 FEET FROM THE RIGHT-OF-WAY LINE. WE ARE REQUESTING A VARIANCE TO ALLOW A MINIMUM 42'-FEET RADIUS AT THE RIGHT-OF-WAY FOR CUL-DE-SAC DEAD ENDS. ALL OF THE PROPOSED DEAD ENDS ARE LESS THAN 150 FEET IN LENGTH AND MEET TURN-AROUND REQUIREMENTS WITHOUT THE CUL-DE-SAC.

B. TO ALLOW A 45' PUBLIC STREET RIGHT-OF-WAY:

SECTION 6-92(b) OF THE CODE OF ORDINANCES REQUIRES A MINIMUM PUBLIC STREET RIGHT-OF-WAY WIDTH OF 50 FEET. WE ARE REQUESTING A VARIANCE TO ALLOW A 45'-FOOT PUBLIC RIGHT-OF-WAY WIDTH WITH A 7.5'-FOOT UTILITY EASEMENT ON EACH SIDE AS NECESSARY FOR PRIVATE UTILITIES, FOR A TOTAL WIDTH OF 60 FEET.

C. TO ALLOW A 24' ALLEY SECTION WITH 24' RIGHT-OF-WAY TO ALLOW FOR EMERGENCY ACCESS:

SECTION 6-92(k) OF THE CODE OF ORDINANCES REQUIRES ALLEYS TO HAVE A MINIMUM OF 18 FEET WIDTH OF RIGHT-OF-WAY AND A MINIMUM OF 12 FEET IN WIDTH OF PAVING. WE ARE REQUESTING A VARIANCE TO ALLOW AN ALLEY WITH A PAVEMENT WIDTH OF 24 FEET AND RIGHT-OF-WAY WIDTH OF 24 FEET TO PROVIDE FIRE AND EMERGENCY ACCESS TO PROPOSED SINGLE-FAMILY ATTACHED LOTS WHICH ARE NOT LOCATED ALONG A PUBLIC STREET OR OTHER MEANS OF EMERGENCY ACCESS. PROPOSED ALLEY SHALL BE MARKED PER ORDINANCE AS NO PARKING-FIRE LANE.

D. TO ALLOW A WATER LINE UNDER PAVEMENT:

SECTION 6-98 OF THE CODE OF ORDINANCES REQUIRES PUBLIC WATER LINES NOT BE INSTALLED UNDER PAVEMENT. DUE TO THE URBAN NATURE OF THIS DEVELOPMENT, AND THE NARROWED STREET RIGHT-OF-WAY, WE ARE REQUESTING A VARIANCE TO ALLOW WATER LINES TO BE INSTALLED UNDER PUBLIC STREET PAVEMENT, WITHIN THE STREET RIGHT-OF-WAY.

E. TO ALLOW A REDUCED LOT WIDTH AND REDUCED CONTROL OF ACCESS FOR SINGLE FAMILY LOT:

SECTION 6-94 OF THE CODE OF ORDINANCES REQUIRES SINGLE FAMILY CORNER LOTS TO HAVE A MINIMUM LOT WIDTH OF 40' AND A 20' CONTROL OF ACCESS ON RESIDENTIAL STREETS. THE LOT STANDARDS ON PAGE P-15 OF THE PD INDICATE A MINIMUM LOT WIDTH OF 22'. WE ARE REQUESTING A VARIANCE TO ACCOMMODATE LOTS WHICH NARROW AT THE STREET FRONTAGE OF CURVED STREETS AND CUL-DE-SACS, TO HAVE A MINIMUM LOT WIDTH OF 12' TO ALLOW FOR THE MINIMUM DRIVEWAY WIDTH OF 12'. WE ARE ALSO REQUESTING A VARIANCE TO REDUCE THE CONTROL ACCESS AT RESIDENTIAL STREET INTERSECTIONS TO 15'.

F. TO ALLOW CLEAR VISION AREAS BASED ON AASHTO STANDARDS:

SECTION 6-103(B) OF THE CODE OF ORDINANCES REQUIRES A TYPICAL 45 FOOT BY 45 FOOT CLEAR VISION AREA AT STREET INTERSECTIONS. WE ARE REQUESTING A VARIANCE TO UTILIZE VISIBILITY TRIANGLES BASED ON AASHTO GEOMETRIC DESIGNS OF HIGHWAYS AND STREETS.

PRELIMINARY PLAT FOR REVIEW PURPOSE ONLY.
RECOMMENDED FOR APPROVAL.

KRISTIN GREEN, CHAIRMAN PLANNING & ZONING COMMISSION
CITY OF LEWISVILLE, TEXAS

DATE

APPROVED FOR PREPARATION OF FINAL PLAT

RUDY DURHAM, MAYOR
CITY OF LEWISVILLE, TEXAS

DATE

OWNER / DEVELOPER

LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELYIO BRUNI

ENGINEER / SURVEYOR



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amata@grahamcivil.com

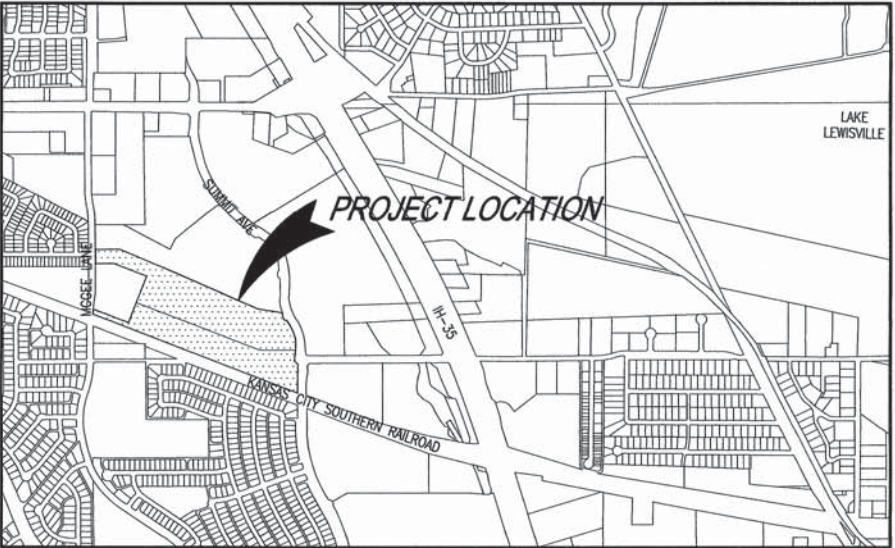
PRELIMINARY PLAT ANTHEM 35 ADDITION

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38,
39X, 40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41,
42X, 43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63



SCALE 1"=1000'
LOCATION MAP

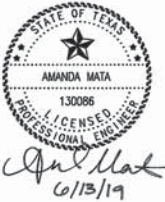


BENCHMARK

R700HORK
N: 7081043.600
E: 2421449.574
Elev: 538.581
Mag nail set at Eagle Point Marina

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	OVERALL PRELIMINARY PLAT
3-6	PRELIMINARY PLAT
7-8	PRELIMINARY SITE PLAN
9	TYPICAL STREET SECTIONS & INTERSECTIONS
10	TYPICAL LOT LAYOUTS
11	EXISTING DRAINAGE AREA MAP
12	PROPOSED DRAINAGE AREA MAP
13-14	PRELIMINARY DRAINAGE LAYOUT
15-17	PRELIMINARY WATER & SEWER LAYOUT
18	CONCEPT PLAN



JUNE 2019

CAUTION:

EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

PARK DEDICATION REQUIREMENT:

- 1.) 250 UNITS/100 UNITS X 3 ACRES = 7.5 ACRES
- 2.) 250 UNITS X \$1,000/UNIT = \$250,000

NOTE:
FINAL PARK DEDICATION AND CASH IN LIEU OF LAND SHALL BE FINALIZED PRIOR TO FINAL PLATTING.

PLAN SUMMARY TABLE	
TOTAL ACREAGE	32.417 AC.
TOTAL NUMBER OF LOTS	250
ZONING	PD-MU
MINIMUM LOT SIZE	1,603 S.F.
MINIMUM DWELLING SIZE	1,200 S.F.
OPEN SPACE LOTS	5
DENSITY	7.71 LOTS/ACRE



OVERALL PRELIMINARY PLAT

PRELIMINARY PLAT FOR
ANTHEM 35 ADDITION

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X,
40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X,
43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63

SHEET 2

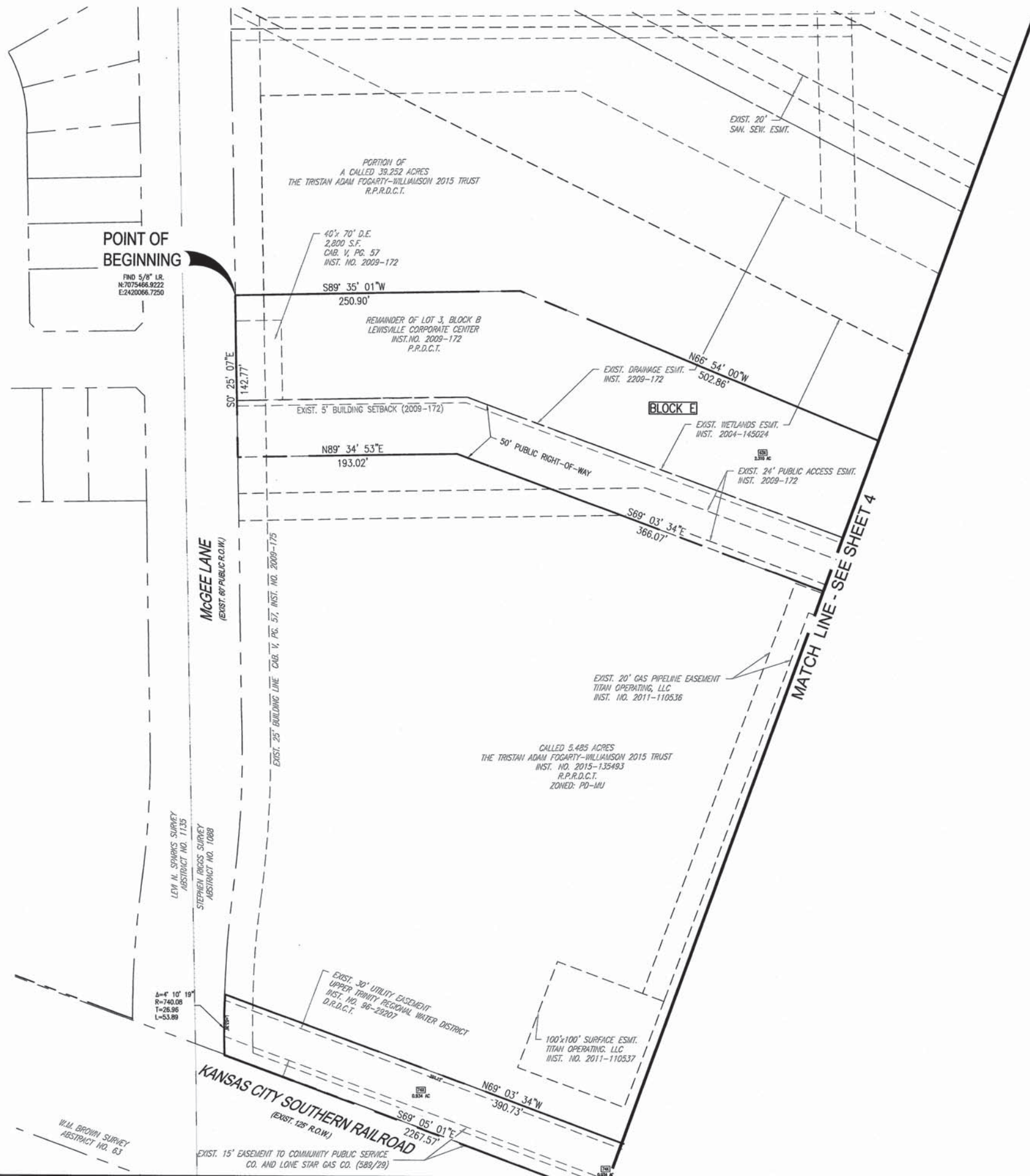
OWNER / DEVELOPER

LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELVIO BRUNI

ENGINEER / SURVEYOR

GRAHAM ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amata@grahamcivil.com

PLATTED BY: AMANDA MATA
PLATTED ON: 5/24/2019 2:24 PM
FILE NAME: ANTHEM35.PLT
PROJECT: ANTHEM35 ADDITION
SHEET: 1 OF 1



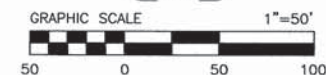
VICINITY MAP 1"=1000'

LEGEND

- BOUNDARY LINE
EASEMENT

NOTES:

1. A PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN, ZONE AE, AS PER FEMA FLOOD INSURANCE RATE MAP, CITY OF LEWISVILLE, TEXAS, COMMUNITY PANEL NO. 48121C0535 DATED APRIL 18, 2011.
2. FLOODPLAIN RECLAMATION IS REQUIRED FOR THE PROPOSED DEVELOPMENT. A CLOMR IS BEING SUBMITTED CONCURRENTLY FOR THE REQUIRED RECLAMATION.
3. NO KNOWN DEED RESTRICTIONS EXIST ON THIS PROPERTY.



PRELIMINARY PLAT FOR ANTHEM 35 ADDITION

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X,
40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X,
43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63

OWNER / DEVELOPER

LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELVIO BRUNI

ENGINEER / SURVEYOR

GRAHAM ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amata@grahamcivil.com

LEGEND

--- BOUNDARY LINE
 --- EASEMENT

NOTES:

1. A PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN, ZONE AE, AS PER FEMA FLOOD INSURANCE RATE MAP, CITY OF LEWISVILLE, TEXAS, COMMUNITY PANEL NO. 48121C0535 DATED APRIL 18, 2011.
2. FLOODPLAIN RECLAMATION IS REQUIRED FOR THE PROPOSED DEVELOPMENT. A CLOMR IS BEING SUBMITTED CONCURRENTLY FOR THE REQUIRED RECLAMATION.
3. NO KNOWN DEED RESTRICTIONS EXIST ON THIS PROPERTY.

REMAINDER OF A CALLED 39.252 ACRES THE TRISTAN ADAM FOGARTY-WILLIAMSON 2015 TRUST INST. NO. 2015-135494 R.P.D.C.T. ZONED: PD-MU

MATCH LINE - SEE SHEET 3

EXIST. 30' UTILITY EASEMENT UPPER TRINITY RESERVOIR WATER DISTRICT INST. NO. 58-29207
 EXIST. 15' EASEMENT TO COMMUNITY PUBLIC SERVICE CO. AND LONE STAR GAS CO. (389/22)

10' SIDE YARD (CAB. 4, PG 57 & INST. NO. 2009-172)

KANSAS CITY SOUTHERN RAILROAD (EXIST. 125' R.O.W.)

W.M. BROWN SURVEY ABSTRACT NO. 63

STEPHEN RIGGS SURVEY ABSTRACT NO. 1088

PORTION OF A CALLED 39.252 ACRES THE TRISTAN ADAM FOGARTY-WILLIAMSON 2015 TRUST R.P.D.C.T. ZONED: PD-MU

CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-1	90° 15' 34"	49.88'	50.11'	78.58'
C-2	86° 38' 57"	180.04'	189.81'	272.28'
C-3	89° 59' 31"	52.00'	51.99'	81.67'
C-4	93° 03' 14"	90.23'	95.18'	146.55'
C-5	27° 28' 30"	702.57'	171.76'	336.90'
C-6	11° 32' 16"	300.66'	30.37'	60.54'
C-7	4° 20' 30"	422.66'	16.02'	32.03'
C-8	0° 07' 51"	26389.31'	30.13'	60.26'
C-9	15° 50' 49"	249.01'	34.66'	68.87'
C-10	30° 18' 40"	268.40'	72.70'	141.99'
C-11	79° 54' 05"	99.98'	83.75'	139.43'
C-12	13° 33' 16"	920.26'	109.36'	217.71'



PRELIMINARY PLAT FOR ANTHEM 35 ADDITION

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X, 40-72, 73X, 74-78, 79X, BLK C;
 LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X, 43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED: PLANNED DEVELOPMENT- MIXED USE (PD-MU)

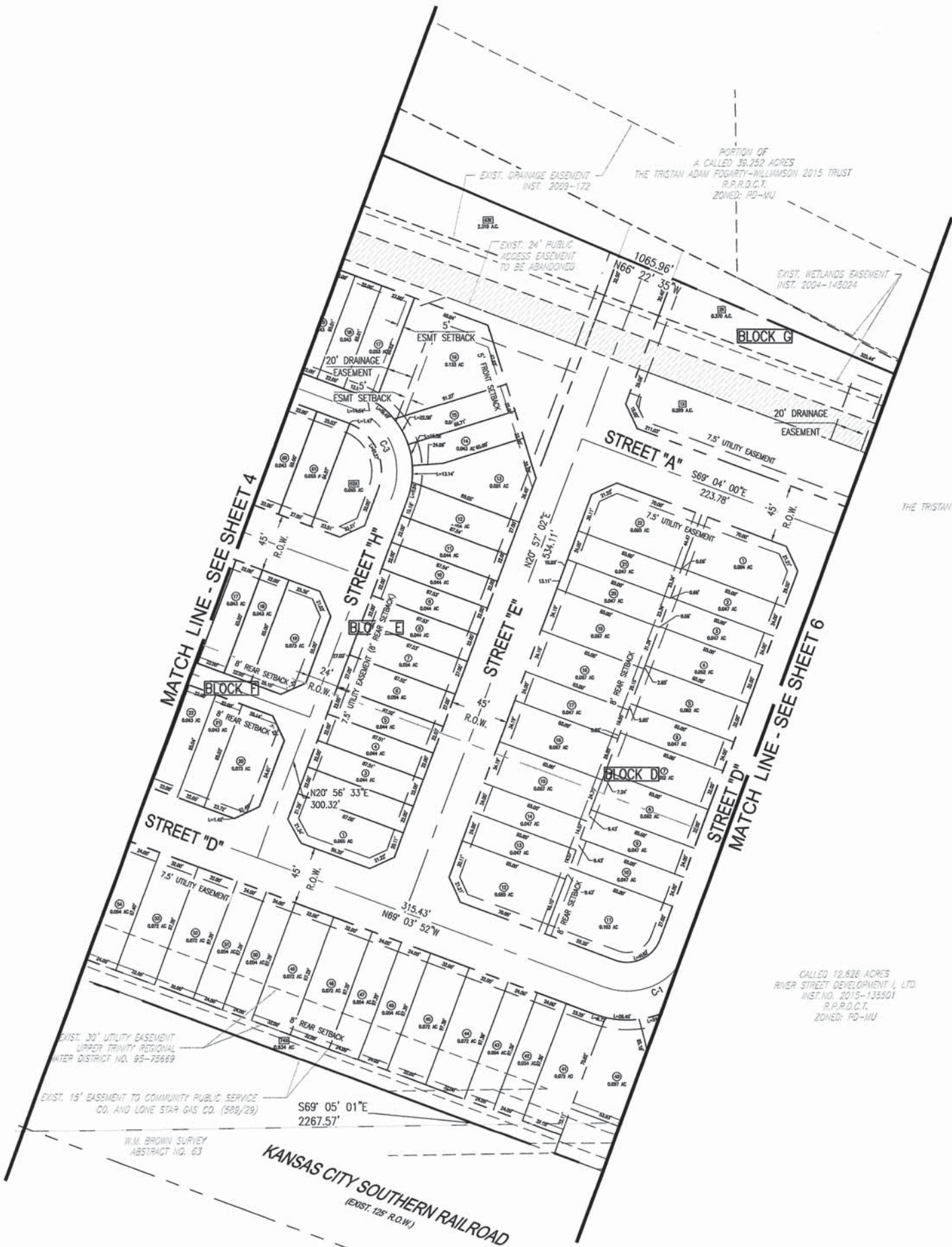
STEPHEN RIGGS SURVEY, ABSTRACT 1088
 W.M. BROWN SURVEY, ABSTRACT 63

OWNER / DEVELOPER

LEWISVILLE SUMMIT, LLC
 HUFFINES COMMUNITIES
 8200 DOUGLAS AVE., SUITE 300
 DALLAS, TEXAS 75225
 (214) 750-1800
 CONTACT: ELVIO BRUNI

ENGINEER / SURVEYOR

GRAHAM ASSOCIATES, INC.
 CONSULTING ENGINEERS & PLANNERS
 600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011 (817) 640-8535
 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
 CONTACT: AMANDA MATA, P.E.
 amata@grahamcivil.com



LEGEND

--- BOUNDARY LINE

--- EASEMENT

- NOTES:
1. A PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN, ZONE AE, AS PER FEMA FLOOD INSURANCE RATE MAP, CITY OF LEWISVILLE, TEXAS, COMMUNITY PANEL NO. 48121C0535 DATED APRIL 18, 2011.
 2. FLOODPLAIN RECLAMATION IS REQUIRED FOR THE PROPOSED DEVELOPMENT. A CLOMR IS BEING SUBMITTED CONCURRENTLY FOR THE REQUIRED RECLAMATION.
 3. NO KNOWN DEED RESTRICTIONS EXIST ON THIS PROPERTY.

CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-1	90° 15' 34"	49.88'	50.11'	78.58'
C-2	86° 38' 57"	180.04'	169.81'	272.28'
C-3	89° 59' 31"	52.00'	51.99'	81.67'
C-4	93° 03' 14"	90.23'	95.18'	146.55'
C-5	27° 28' 30"	702.57'	171.76'	336.90'
C-6	11° 32' 16"	300.66'	30.37'	60.54'
C-7	4° 20' 30"	422.66'	16.02'	32.03'
C-8	0° 07' 51"	26389.31'	30.13'	60.26'
C-9	15° 50' 49"	249.01'	34.66'	68.87'
C-10	30° 18' 40"	268.40'	72.70'	141.99'
C-11	79° 54' 05"	99.98'	83.75'	139.43'
C-12	13° 33' 16"	920.26'	109.36'	217.71'

STATE OF TEXAS
AMANDA MATA
130086
LICENSED PROFESSIONAL ENGINEER
6/13/19

GRAPHIC SCALE 1"=50'

50 0 50 100



OWNER / DEVELOPER

LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELVO BRUNI

ENGINEER / SURVEYOR

GRAHAM ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amato@grahamcivil.com

**PRELIMINARY PLAT FOR
ANTHEM 35 ADDITION**

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X,
40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X,
43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63

Lewisville Summit, LLC
8200 Douglas Ave., Suite 300
Dallas, Texas 75225

August 09, 2019

Mr. Richard Luedke
Planning Director
City of Lewisville
131 Church Street
Lewisville, Texas 75057

Re: Variance Request Letter; Planned Development-Mixed Use District known as **The Village at Lewisville**, adopted by the City of Lewisville on November 16, 2015 pursuant to Ordinance No. 4225-11-2015 (z) (the "PD-MU")

Dear Mr. Luedke:

Please accept this Letter as an explanation of the requested variances to The Village at Lewisville PD-MU.

The requested variances are as follows:

A. To allow a 42' radius at cul-de-sac rights-of-way:

Section 6-92(b) of the Code of Ordinances requires all dead end streets to terminate with an approved cul-de-sac having an outside minimum radius of 60 feet from the right-of-way line. We are requesting a variance to allow a minimum 42-feet radius at the right-of-way for cul-de-sac dead ends. All of the proposed dead ends are less than 150 feet in length and meet turn-around requirements without the cul-de-sac. See **Variance Exhibit** attached hereto.

B. To allow a 45' Public Right-of-way:

Section 6-92(b) of the Code of Ordinances requires a minimum Public Street right-of-way width of 50 feet. We are requesting a variance to allow a 45-foot public right-of-way width with a 7.5-foot utility easement on each side as necessary for private utilities for a total width of 60 feet. See **Variance Exhibit** attached hereto.

- C. To allow a 24' alley section with 24' right-of-way to allow for emergency access:

Section 6-92(k) of the Code of Ordinances requires alleys to have a minimum of 18 feet width of right-of-way and a minimum of 12 feet in width of paving. We are requesting a variance to allow an alley with a pavement width of 24 feet and right-of-way width of 24 feet to provide fire and emergency access to proposed single-family attached lots which are not located along a public street or other means of emergency access. See **Variance Exhibit** attached hereto.

- D. To allow a water line under the pavement:

Section 6-98 of the Code of Ordinances requires public water lines not be installed under pavement. Due to the urban nature of this development and the narrowed street right-of-way, we are requesting a variance to allow water lines to be installed under public street pavement, within the street right-of-way. See **Variance Exhibit** attached hereto.

- E. To allow a reduced lot width and reduced control of access for a single family lot:

Section 6-94 of the code of ordinances requires single family corner lots to have a minimum lot width of 40' and a 20' control of access on residential streets. The lot standards on page P-15 of the PD indicate a minimum lot width of 22'. We are requesting a variance to accommodate lots which narrow at the street frontage of curved streets and cul-de-sacs, to have a minimum lot width of 12' to allow for a minimum driveway width of 12'. We are also requesting a variance to reduce the control access at residential street intersections to 15'. See **Variance Exhibit** attached hereto.

- F. To allow clear vision areas based on AASHTO Standards:

Section 6-103(B) of the code of ordinances requires a typical 45 foot by 45-foot clear vision area at street intersections. We are requesting a variance to utilize visibility triangles based on AASHTO geometric design of highways and streets. See **Variance Exhibit** attached hereto.

Mr. Richard Luedke
Planning Director
City of Lewisville
Page | 3

Thank you in advance for your consideration of these requests. Please do not hesitate to contact me with any questions or comments regarding this application. You may also contact me at 972-860-3139

Very truly yours,



Elvio Bruni
Project Manager
(972) 860-3139

cc: Donald Huffines
Phillip Huffines
Sue Blankenship

Variances Requested:

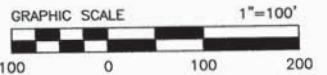
- a. To allow a 42-foot radius at cul-de-sac right of way.
- b. To allow a 45-foot public street right-of-way.
- c. To allow a 24-foot modified alley section with 24-foot right of way to allow for emergency access.
- d. To allow a water line under pavement.
- e. To allow reduced lot width and reduced control of access for single-family lots.
- f. To allow clear vision areas based on AASHTO standards.

CAUTION:
EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

PARK DEDICATION REQUIREMENT:
1.) 250 UNITS/100 UNITS X 3 ACRES = 7.5 ACRES
2.) 250 UNITS X \$1,000/UNIT = \$250,000

NOTE:
FINAL PARK DEDICATION AND CASH IN LIEU OF LAND SHALL BE FINALIZED PRIOR TO FINAL PLATTING.

PLAN SUMMARY TABLE	
TOTAL ACREAGE	32.417 AC.
TOTAL NUMBER OF LOTS	250
ZONING	PD-MU
MINIMUM LOT SIZE	1,603 S.F.
MINIMUM DWELLING SIZE	1,200 S.F.
OPEN SPACE LOTS	5
DENSITY	7.71 LOTS/ACRE



OVERALL PRELIMINARY PLAT

PRELIMINARY PLAT FOR
ANTHEM 35 ADDITION

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X, 40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X, 43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63

OWNER / DEVELOPER

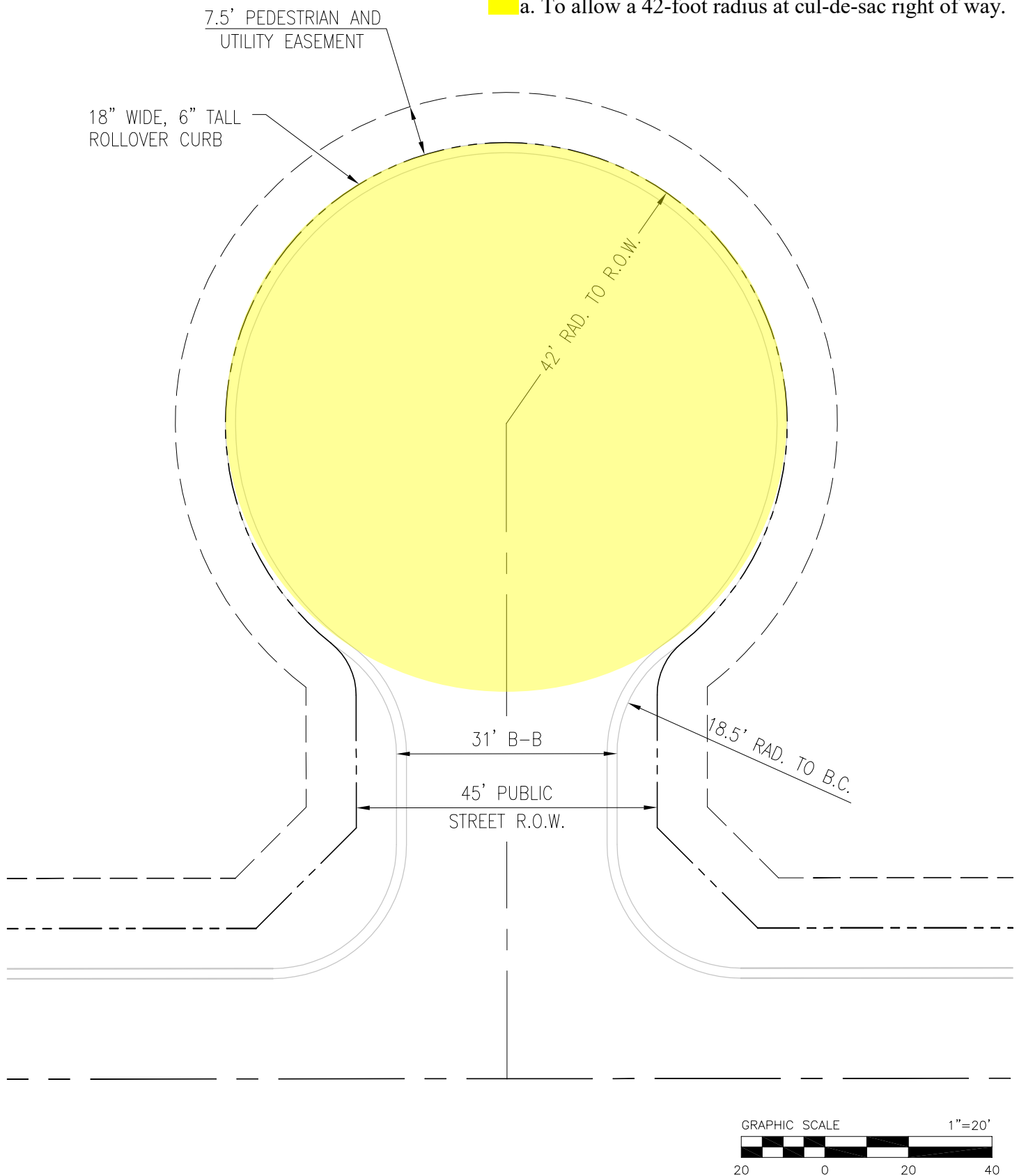
LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELVIO BRUNI

ENGINEER / SURVEYOR

GRAHAM ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amata@grahamcivil.com

Variance request:

- a.** To allow a 42-foot radius at cul-de-sac right of way.

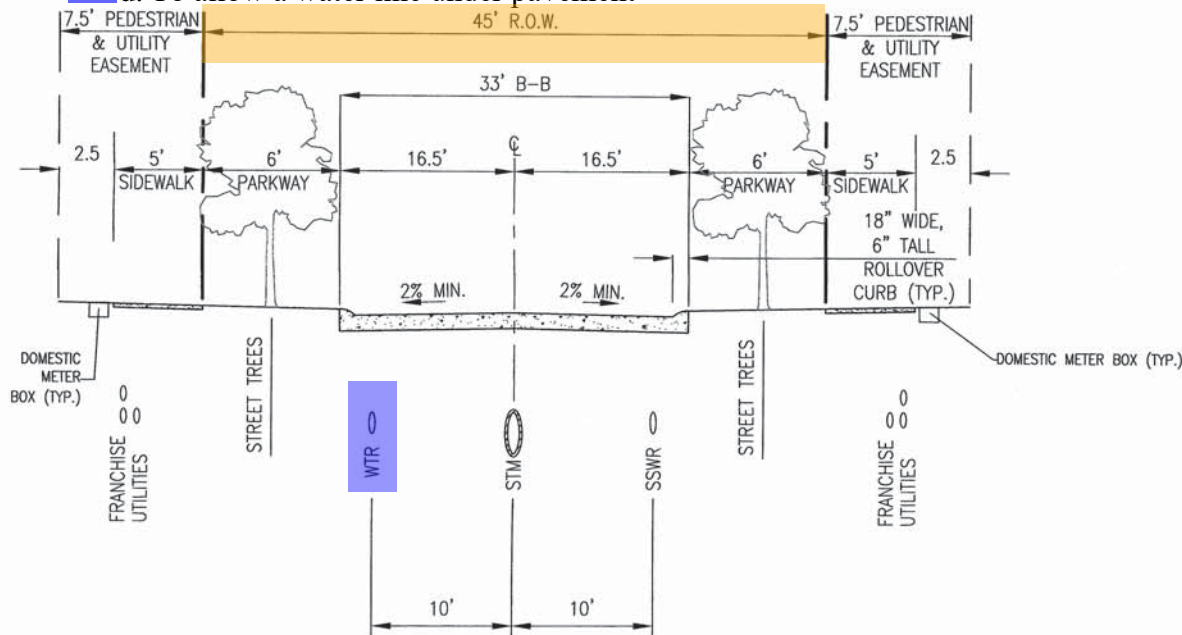


Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

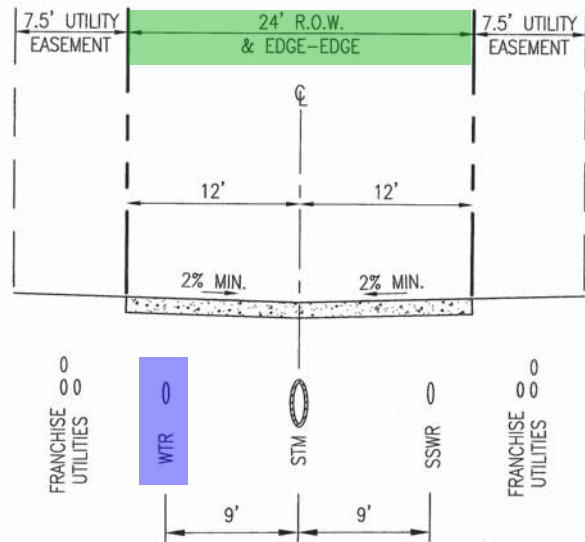
EXHIBIT G3
CUL-DE-SAC

Variances Requested

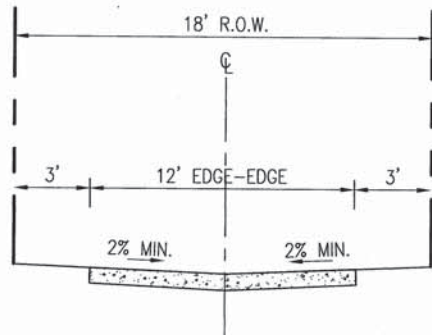
- b. To allow a 45-foot wide public street Right of Way.
- c. To allow a 24-foot modified alley section with 24-foot right of way to allow for emergency access
- d. To allow a water line under pavement



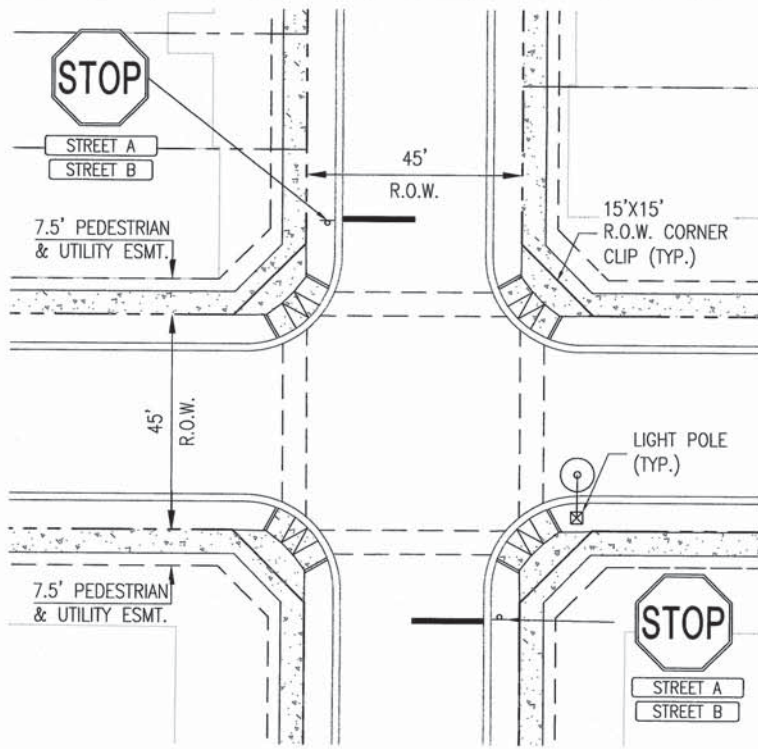
MODIFIED TR1 RESIDENTIAL STREET (TR1-MOD)
45' RIGHT-OF-WAY
TYPICAL SECTION
N.T.S.



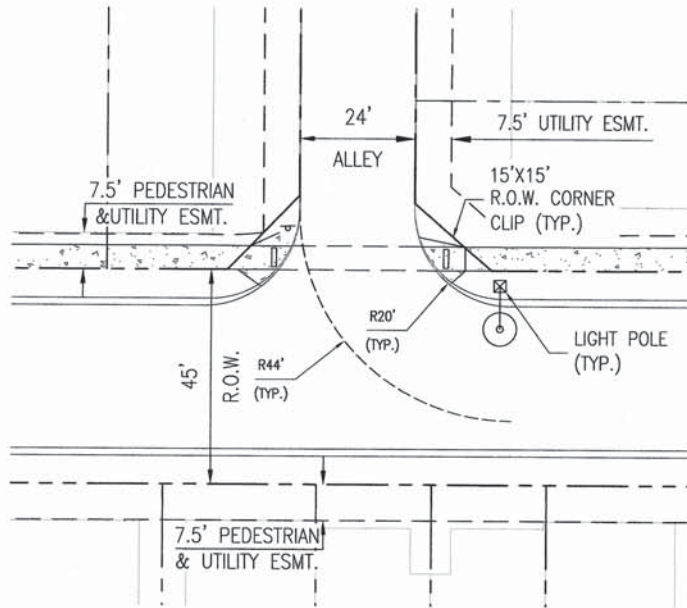
MODIFIED TA-1 ALLEY (TA1-MOD)
24' RIGHT-OF-WAY
TYPICAL SECTION
N.T.S.



TA-2 STANDARD ALLEY (TA2)
(18' RIGHT-OF-WAY)
TYPICAL SECTION
N.T.S.



TYPICAL INTERSECTION LAYOUT
PUBLIC STREET INTERSECTION
SCALE: 1" = 20'



TYPICAL INTERSECTION LAYOUT
24' ALLEY AT PUBLIC STREET
SCALE: 1" = 20'

CAUTION:
EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.



TYPICAL STREET SECTIONS & INTERSECTIONS

PRELIMINARY PLAT FOR
ANTHEM 35 ADDITION

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X, 40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X, 43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63

OWNER / DEVELOPER

LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELVIO BRUNI

ENGINEER / SURVEYOR

GRAHAM ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amata@grahamcivil.com

Variance requested:
d. To allow water lines under pavement

CAUTION:
EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

- LEGEND
- EXISTING EASEMENT
 - PROPOSED EASEMENT
 - SETBACK
 - 100-YEAR FLOODPLAIN
 - CREEK CENTER LINE
 - PROPOSED WATER LINE
 - PROPOSED FIRE HYDRANT
 - PROPOSED SANITARY SEWER LINE
 - EXISTING SANITARY SEWER MANHOLE
 - EXISTING STORM LINE
 - PROPOSED STORM LINE
 - PROPOSED GRADE
 - PROPOSED CURB INLET

- NOTES:
- A PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN, ZONE AE, AS PER FEMA FLOOD INSURANCE RATE MAP, CITY OF LEWISVILLE, TEXAS, COMMUNITY PANEL NO. 48121C0535 DATED APRIL 18, 2011.
 - FLOODPLAIN RECLAMATION IS REQUIRED FOR THE PROPOSED DEVELOPMENT. A CLOMR IS BEING SUBMITTED CONCURRENTLY FOR THE REQUIRED RECLAMATION.
 - NO KNOWN DEED RESTRICTIONS EXIST ON THIS PROPERTY.
 - CLEAR VISION AREAS ARE BASED ON AASHTO GEOMETRIC DESIGNS OF HIGHWAYS AND STREETS. TYPICAL DIMENSIONS FOR LEFT-APPROACHING VEHICLES ARE 24.5' x 27.5'. TYPICAL DIMENSIONS FOR RIGHT-APPROACHING VEHICLES ARE 37.5' x 27.5'.

PARKING SUMMARY

PARKING TYPE	NUMBER OF PARKING UNITS	COMMENTS
AMENITIES	12	NOT INCLUDED IN GUEST PARKING
OFF-STREET	12	THESE ARE PARKING BAYS NOT LOCATED AT AMENITIES
ON-STREET	91	THESE ARE PARALLEL PARKING LOCATED ON THE ONE SIDE OF THE 45' ROW STREETS SUCH THAT THEY DO NOT BLOCK FRONT ENTRY UNITS.
TOTAL	115	
TOTAL GUEST	103	REQUIRED 84



PRELIMINARY SITE PLAN

PRELIMINARY PLAT FOR ANTHEM 35 ADDITION

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X, 40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X, 43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63

OWNER / DEVELOPER
LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELVIO BRUNI

ENGINEER / SURVEYOR
GRAHAM ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amata@grahamcivil.com

Variance Requested:
d. To allow a water line under pavement.

CAUTION:
EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

- LEGEND
- EXISTING EASEMENT
 - PROPOSED EASEMENT
 - SETBACK
 - 100-YEAR FLOODPLAIN
 - PROPOSED WATER LINE
 - PROPOSED FIRE HYDRANT
 - PROPOSED SANITARY SEWER LINE
 - PROPOSED SANITARY SEWER MANHOLE
 - PROPOSED STORM LINE
 - EXISTING STORM LINE
 - PROPOSED CURB INLET

- NOTES:
1. A PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN, ZONE AE, AS PER FEMA FLOOD INSURANCE RATE MAP, CITY OF LEWISVILLE, TEXAS, COMMUNITY PANEL NO. 48121C0535 DATED APRIL 18, 2011.
 2. FLOODPLAIN RECLAMATION IS REQUIRED FOR THE PROPOSED DEVELOPMENT. A CLOMR IS BEING SUBMITTED CONCURRENTLY FOR THE REQUIRED RECLAMATION.
 3. NO KNOWN DEED RESTRICTIONS EXIST ON THIS PROPERTY.
 4. CLEAR VISION AREAS ARE BASED ON AASHTO GEOMETRIC DESIGNS OF HIGHWAYS AND STREETS. TYPICAL DIMENSIONS FOR LEFT-APPROACHING VEHICLES ARE 24.5' x 275'. TYPICAL DIMENSIONS FOR RIGHT-APPROACHING VEHICLES ARE 37.5' x 275'.



PRELIMINARY SITE PLAN

PRELIMINARY PLAT FOR
ANTHEM 35 ADDITION

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X, 40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X, 43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63

OWNER / DEVELOPER
LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELVIO BRUNI

ENGINEER / SURVEYOR
GRAHAM ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amata@grahamcivil.com

THIS PLAN IS THE PROPERTY OF GRAHAM ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GRAHAM ASSOCIATES, INC.

Variance Requested:

- e. To allow reduced lot width and reduced control of access for single-family lots.

CAUTION:
EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

PARK DEDICATION REQUIREMENT:
1.) 250 UNITS/100 UNITS X 3 ACRES = 7.5 ACRES
2.) 250 UNITS X \$1,000/UNIT = \$250,000

NOTE:
FINAL PARK DEDICATION AND CASH IN LIEU OF LAND SHALL BE FINALIZED PRIOR TO FINAL PLATTING.

PLAN SUMMARY TABLE	
TOTAL ACREAGE	32.417 AC.
TOTAL NUMBER OF LOTS	250
ZONING	PD-MU
MINIMUM LOT SIZE	1,603 S.F.
MINIMUM DWELLING SIZE	1,200 S.F.
OPEN SPACE LOTS	5
DENSITY	7.71 LOTS/ACRE



OVERALL PRELIMINARY PLAT

PRELIMINARY PLAT FOR
ANTHEM 35 ADDITION

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X,
40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X,
43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63

OWNER / DEVELOPER

LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELVIO BRUNI

ENGINEER / SURVEYOR

GRAHAM ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amata@grahamcivil.com

TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

Variance Requested:
f. To allow clear vision areas based on AASHTO Standards

- LOCATIONS WHERE 175' ISD IS USED
- LOCATIONS WHERE 175' ISD IS NOT PRACTICAL DUE TO STREET APPROACH LENGTH (SHORTER ISD USED)
- LOCATIONS WHERE 175' ISD IS NOT PRACTICAL DUE TO STREET GEOMETRY (45'X45' USED)

CAUTION:

EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

LEGEND

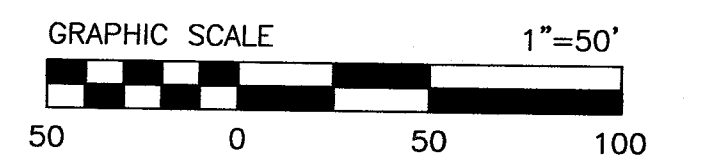
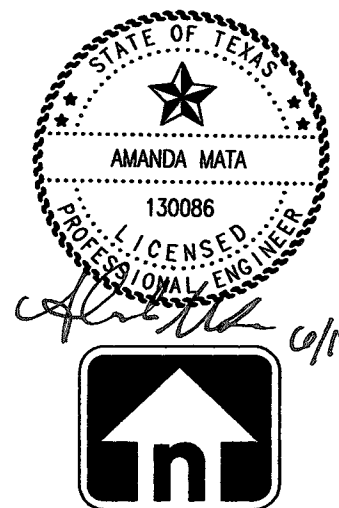
- EXISTING EASEMENT
- PROPOSED EASEMENT
- SETBACK
- 100-YEAR FLOODPLAIN
- CREEK CENTER LINE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM LINE
- PROPOSED STORM LINE
- PROPOSED GRADE
- PROPOSED CURB INLET

NOTES:

1. A PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN, ZONE AE, AS PER FEMA FLOOD INSURANCE RATE MAP, CITY OF LEWISVILLE, TEXAS, COMMUNITY PANEL NO. 48121C0535 DATED APRIL 18, 2011.
2. FLOODPLAIN RECLAMATION IS REQUIRED FOR THE PROPOSED DEVELOPMENT. A CLOMR IS BEING SUBMITTED CONCURRENTLY FOR THE REQUIRED RECLAMATION.
3. NO KNOWN DEED RESTRICTIONS EXIST ON THIS PROPERTY.
4. CLEAR VISION AREAS ARE BASED ON AASHTO GEOMETRIC DESIGNS OF HIGHWAYS AND STREETS. TYPICAL DIMENSIONS FOR LEFT-APPROACHING VEHICLES ARE 24.5' x 275'. TYPICAL DIMENSIONS FOR RIGHT-APPROACHING VEHICLES ARE 37.5' x 275'.

PARKING SUMMARY

PARKING TYPE	NUMBER OF PARKING UNITS	COMMENTS
AMENITIES	12	NOT INCLUDED IN GUEST PARKING
OFF-STREET	14	THESE ARE PARKING BAYS NOT LOCATED AT AMENITIES
ON-STREET	91	THESE ARE PARALLEL PARKING LOCATED ON THE ONE SIDE OF THE 45' ROW STREETS SUCH THAT THEY DO NOT BLOCK FRONT ENTRY DRIVEWAYS.
TOTAL	117	
TOTAL GUEST	96	REQUIRED 84



PRELIMINARY SITE PLAN

**PRELIMINARY PLAT FOR
ANTHEM 35 ADDITION**

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X, 40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X, 43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63

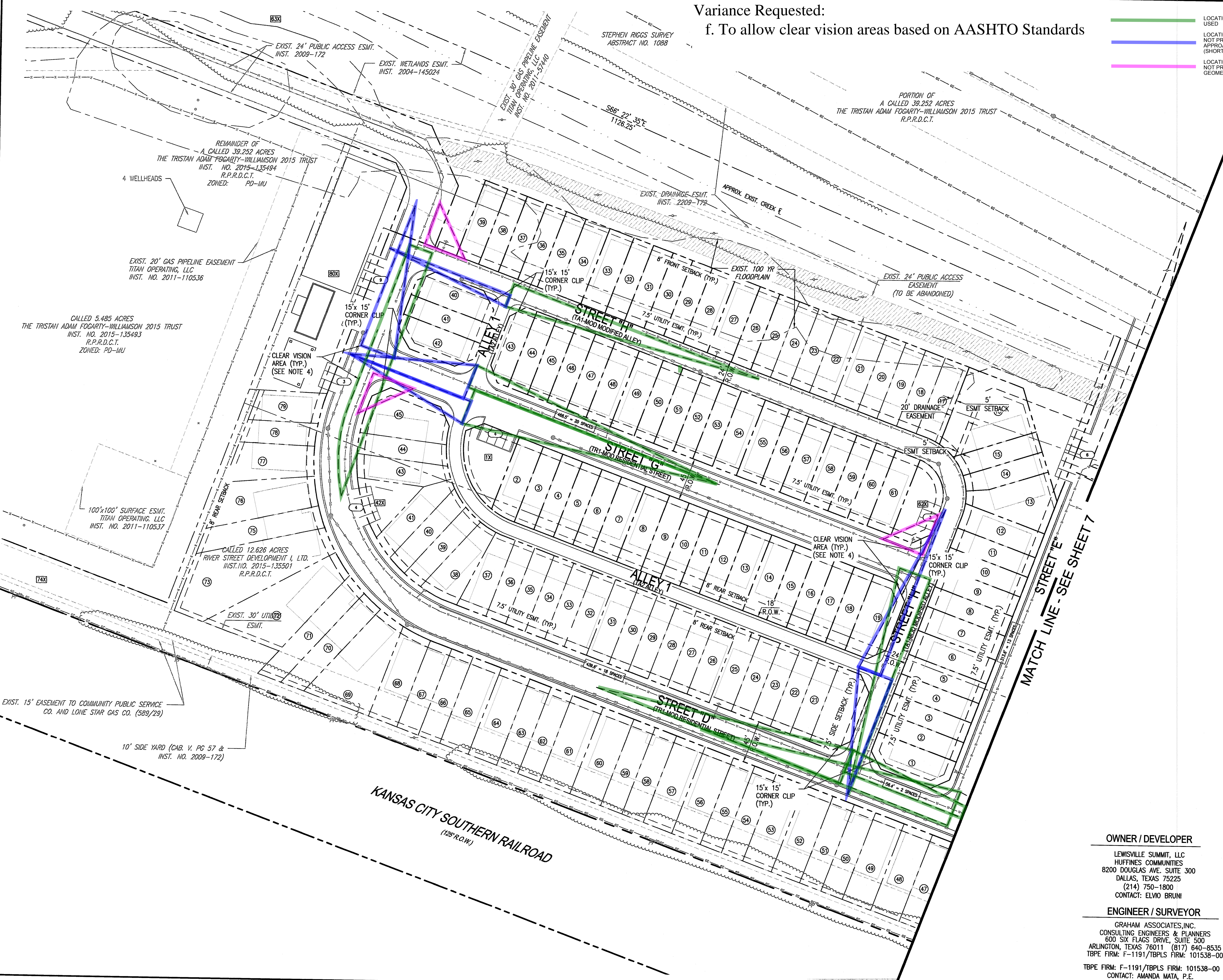
SHEET 7

OWNER / DEVELOPER

LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELYIO BRUNI

ENGINEER / SURVEYOR

GRAHAM ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amata@grahamcivil.com



Variance Requested:
f. To allow clear vision areas based on AASHTO Standards

- LOCATIONS WHERE 175' ISD IS USED
- LOCATIONS WHERE 175' ISD IS NOT PRACTICAL DUE TO STREET APPROACH LENGTH (SHORTER ISD USED)
- LOCATIONS WHERE 175' ISD IS NOT PRACTICAL DUE TO STREET GEOMETRY (45'x45' USED)

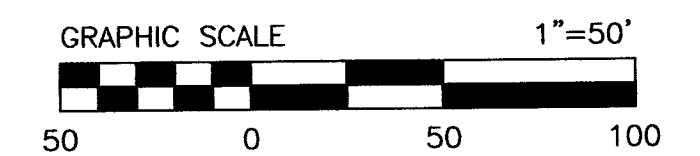
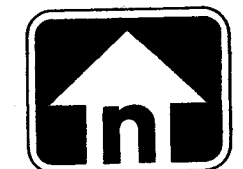
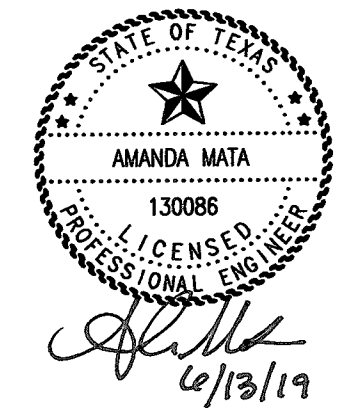
CAUTION:
EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

LEGEND

- EXISTING EASEMENT
- PROPOSED EASEMENT
- SETBACK
- 100-YEAR FLOODPLAIN
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED STORM LINE
- EXISTING STORM LINE
- PROPOSED CURB INLET

NOTES:

- A PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE 100-YEAR FLOODPLAIN, ZONE AE, AS PER FEMA FLOOD INSURANCE RATE MAP, CITY OF LEWISVILLE, TEXAS, COMMUNITY PANEL NO. 48121C0535 DATED APRIL 18, 2011.
- FLOODPLAIN RECLAMATION IS REQUIRED FOR THE PROPOSED DEVELOPMENT. A CLOMR IS BEING SUBMITTED CONCURRENTLY FOR THE REQUIRED RECLAMATION.
- NO KNOWN DEED RESTRICTIONS EXIST ON THIS PROPERTY.
- CLEAR VISION AREAS ARE BASED ON AASHTO GEOMETRIC DESIGNS OF HIGHWAYS AND STREETS. TYPICAL DIMENSIONS FOR LEFT-APPROACHING VEHICLES ARE 24.5' x 275'. TYPICAL DIMENSIONS FOR RIGHT-APPROACHING VEHICLES ARE 37.5' x 275'.



PRELIMINARY SITE PLAN

PRELIMINARY PLAT FOR ANTHEM 35 ADDITION

LOTS 1X, 2-12, BLK A; LOTS 1-37, BLK B; LOTS 1-17, 18X, 19-38, 39X, 40-72, 73X, 74-78, 79X, BLK C;
LOTS 1-22, BLK D; LOTS 1-61, 62X-63X, BLOCK E; LOTS 1X, 2-41, 42X, 43-45, BLOCK F; 1X-2X, BLOCK G;

32.417 ACRES

ZONED:
PLANNED DEVELOPMENT- MIXED USE (PD-MU)

STEPHEN RIGGS SURVEY, ABSTRACT 1088
W.M. BROWN SURVEY, ABSTRACT 63

SHEET 8

OWNER / DEVELOPER

LEWISVILLE SUMMIT, LLC
HUFFINES COMMUNITIES
8200 DOUGLAS AVE. SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800
CONTACT: ELVIO BRUNI

ENGINEER / SURVEYOR

GRAHAM ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TBPE FIRM: F-1191/TBPLS FIRM: 101538-00
CONTACT: AMANDA MATA, P.E.
amata@grahamcivil.com

**EXCERPT OF THE MINUTES
PLANNING AND ZONING COMMISSION
JULY 2, 2019**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 pm by Chairman James Davis.

Members present: William Meredith, John Lyng, MaryEllen Miksa, Karen Locke, and James Davis. Member Alvin Turner was absent.

Staff members present: Richard Luedke, Planning Director; Michele Berry, Planning Manager; Theresa Ernest, Planning Technician.

Item 4:

Consent Agenda Plats were next on the agenda. There was one item for consideration:

- A. Preliminary Plat of Anthem 35 Addition with Six Associated Variances related to Right-of-Way Widths, Alleys, Lot Width and Control of Access and Clear Vision Areas, Containing 250 Residential Lots and 11 Open Space Lots; on 32.417 Acres out of the Stephen Riggs Survey, Abstract Number 1088 and the W.M. Brown Survey, Abstract Number 63; Zoned Planned Development-Mixed Use (PD-MU); Located on the West Side of Summit Avenue On the North Side of the Kansas City Southern Railroad.

Staff gave a brief overview of the proposed preliminary plat and recommended approval. Member John Lyng asked if Summit Avenue would be expanded. Staff answered that there were no plans to expand the road at this time. Member MaryEllen Miksa asked for the specific measurements of the American Association of State Highway Transportation Officials (AASHTO) that would be used for the clear vision area as a proposed variance. Amanda Mata, Graham Associates, Inc., specified the typical standard measurement recommended by AASHTO. *A motion was made by John Lyng to approve the preliminary plat as presented. The motion was seconded by William Meredith. The motion passed unanimously. (6-0)*

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Director

DATE: August 19, 2019

SUBJECT: **Consideration of an Ordinance Amending Chapter 6, Land Development Regulations, of the Lewisville City Code, by Amending Section 6-182 Hotel, Motel, and Extended Stay Facilities, to Add Enhanced Architectural Materials as an Optional Item.**

BACKGROUND

Our current hotel ordinance sets additional standards for hotels and motels to ensure a heightened level of quality including minimum room size and room counts. One of the requirements is enhanced building materials of eighty percent stone or brick. Amendments are proposed to make 80 percent masonry veneer an option for hotel developers to meet the hotel standards and require 80 percent masonry veneer for any economic incentives granted to a hotel.

ANALYSIS

Masonry materials help promote property values, energy conservation, reuse of structures, reinvestment in existing structures, community character and aesthetics. Staff proposes removing the 80 percent masonry veneer as a requirement and adding it to the menu of enhancement options that the hotel developer chooses from. This increases the list of options from four to five. Staff also proposes increasing the number of options the developer must pick, from two of four to three of five. All five options must be met in order to qualify for economic incentives. The other options in the list are:

- enhanced landscaping,
- increasing the height to five stories,
- providing a restaurant, or
- providing 1,500 square feet of meeting space.

RECOMMENDATION

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

ORDINANCE NO. _____

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL
AMENDING CHAPTER 6, LAND DEVELOPMENT
REGULATIONS, OF THE LEWISVILLE CITY CODE, BY
AMENDING SECTION 6-182 HOTEL/MOTEL/EXTENDED
STAY FACILITIES, TO ADD ENHANCED
ARCHITECTURAL MATERIALS AS AN OPTIONAL ITEM;
PROVIDING FOR A REPEALER, SEVERABILITY, A
PENALTY, AND AN EFFECTIVE DATE; AND DECLARING
AN EMERGENCY.**

WHEREAS, the City of Lewisville has set forth goals for preserving and improving the City's built environment including landscapes, protecting the health and safety of its residents and visitors, and fostering its economy; and

WHEREAS, the City adopted the Lewisville 2025 Plan with Big Move Number 4: Thriving Neighborhoods which recognizes the importance of maintaining property values, and promoting reuse of existing structures as the community ages in increasing and maintaining quality of life within the City, and the City has identified improvements to landscaping, site design, building design, and durability of structures as strategies to accomplish these goals; and

WHEREAS, the City has adopted the Lewisville 2025 Plan with Big Move Number 9: Sustainability which is identified as a critical part of the community character and unique to Lewisville, and which set an action priority to update design standards regarding buildings, landscaping, green infrastructure, and site design in order to promote this identity and improve quality of life within the City; and

WHEREAS, the City has set forth goals to create and strengthen community identity through enhanced aesthetics and placemaking tools including building standards, aesthetics

standards, landscaping, and streetscaping, in order to improve overall quality of life and foster economic development within the City; and

WHEREAS, the City finds that the design, construction and maintenance of buildings and landscapes within the City can have a significant impact on the City's environment, sustainability, resource usage and efficiency, and the health and productivity of residents, workers, and visitors to the City; and

WHEREAS, the City Council of the City of Lewisville has determined that for the health, welfare and safety of its citizens certain amendments to the Lewisville City Code of Ordinances, Chapter 6, Land Development Code, are necessary.

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

SECTION 1. Chapter 6, Section 6-182, Hotel/motel/extended stay facilities, is hereby amended by deleting the current language in its entirety and in its place inserting the following new language:

Sec. 6-182. - Hotel/motel/extended stay facilities.

- (a) *General provisions.* The purpose of this section is to establish minimum standards for all hotels, motels and extended-stay facilities constructed or modified, if such modification exceeds 50 percent of the appraised value (as set by Denton County Appraisal District) of the existing facility.
- (b) *Mandatory requirements.* The following items shall be included in the design and construction or modifications of all hotels, motels and extended-stay facilities:
 - (1) *Minimum guest room size.* The minimum guest room or suite size shall be 325 square feet of floor space. A room size summary table shall be included on the engineering site plan for all hotel, motel and extended-stay facilities.

- (2) *Guest room access.* All guest rooms or suites shall be accessible from a common interior corridor.
- (3) *On-site staffing and housekeeping.* At least one staff member shall be available on-site 24 hours a day, seven days a week. Daily housekeeping service is required.
- (4) *Furnished rooms.* All guest rooms must be fully furnished. Minimum furnishings include bed, dresser drawer, night stand and television.
- (5) *Number of guest rooms.* A minimum of 120 guest rooms is required.
- (6) *Height.* All new construction shall be a minimum of four stories in height.
- (7) *Enhanced architectural standards.* Enhanced design features, as listed below (a.—b.), shall be provided for all building façades. Elevations and color renderings depicting the material, design and color are required to be submitted with the engineering site plan submittal.
 - a. All elevations shall have the same architectural features and façade articulation including the following:
 - 1. Variation in building form such as recesses and projections;
 - 2. Vertical accents or focal points;
 - 3. Change in material and texture;
 - 4. Emphasis on building entry through form, detail, color or materials;
 - 5. Recessed windows minimum of three inches;
 - 6. Projecting window sills;
 - 7. Projecting cornices, roofs.
 - b. Building form shall include a uniform level of quality on all sides of the building and incorporate similar features as the front facade.
- (8) *Miscellaneous.* Two of the following items shall be included in the design and construction or modification of all hotels, motels and extended-stay facilities:
 - a. Fitness facility - Minimum 400 square feet.
 - b. Indoor/outdoor pool - Minimum 1,000 square feet.
 - c. Spa/sauna - Minimum 800 square feet.
 - d. Gift shop - Minimum 400 square feet.
 - e. Outdoor atrium/plaza with seating space - Minimum 1,000 square feet.
- (c) *Other requirements.* In addition to the above-listed mandatory requirements, at least three of the following five items shall be included in

the design and construction or modification of all hotels, motels and extended-stay facilities:

- (1) *Enhanced landscaping standards.* Landscaping shall be increased by 30 percent from the current city standards in overall landscaping areas, tree planting, shrubs and decorative landscaping features. Enhanced hardscaping and paving shall be used in pedestrian areas, connections from parking to the front door, and in guest front drop off areas. This may include brick/concrete pavers, pave stones, stamped and stained concrete or similar materials that will enhance the aesthetic character of the project.
- (2) *Restaurant.* A restaurant or a bar which provides service to the general public and hotel guests, during the evening hours. Minimum hours of operation shall be from 6:00 p.m. to 11:00 p.m. The bar and/or restaurant shall provide a minimum seating capacity of 50. The bar or restaurant shall not be a self-service operation.
- (3) *Meeting space.* A minimum of 1,500 square feet of designated meeting or conference room space shall be provided. The meeting space may be one large room or a combination of several meeting rooms. Guest room space or lobby space shall not count as meeting space.
- (4) *Height.* Increase minimum height to five or more stories.
- (5) *Enhanced Building materials.* Eighty percent stone or brick veneer, or a combination totaling eighty percent shall be used on all facades, and Exterior Insulated Finishing Systems (EIFS) shall not be used below nine feet from finished grade.
- (d) *Economic development incentives.* Subject to approval of an economic development agreement by the city council, a project that meets all five requirements in section (c) above may be eligible for an economic development incentive for reduction of development fees.
- (e) *Cooktop/oven.* The construction or modification of a hotel, motel or extended-stay facility with a cooktop or oven in a guest room shall require the approval of a special use permit in accordance with the provisions of the zoning ordinance.

SECTION 2. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are here by repealed.

SECTION 3. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of

the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION 4. PENALTY. Any person, firm or corporation who violates any provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the municipal court, shall be subject to a fine of not more than \$500.00 for each offense, unless the violation relates to fire safety, zoning or public health and sanitation in which case the fine shall not exceed \$2,000.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

SECTION 6. EMERGENCY. It being for the public welfare that this ordinance be passed creates an emergency and public necessity and the rule requiring this ordinance be read on three separate occasions be, and the same is hereby, waived and this ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

ORDINANCE NO. _____

Page 6

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19TH DAY OF
AUGUST, 2019.**

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Mayor Rudy Durham
Mayor Pro Tem Bob Troyer
Deputy Mayor Pro Tem R Neil Ferguson
Councilmember TJ Gilmore
Councilmember Brandon Jones
Councilmember Kristin Green

FROM: Julie Worster, City Secretary

DATE: August 8, 2019

SUBJECT: **Consideration of Acceptance of Resignation of Patricia Esselborn From Place No. 3 on the Old Town Design Review Committee (OTDRC); Declare a Vacancy Exists on the OTDRC; and Consideration of an Appointment to Place No. 3 on the OTDRC.**

BACKGROUND

Patricia Esselborn has submitted her resignation from Place No. 3 on the OTDRC. The City Council will need to declare a vacancy and consider a new appointment to fill this vacancy.

ANALYSIS

Place No. 3 of the OTDRC is required to be filled by an Old Town Resident. The data sheets for the following applicants considered during the recent appointment process that indicated interest in serving on this Committee (and are Old Town residents) have been included for City Council consideration:

- Josh Ashford (current Citizen's University Member)
- Sharron Ellis (formerly served on OTDRC - not reappointed due to six consecutive terms)

RECOMMENDATION

It is City staff's recommendation that the City Council accept the resignation, declare a vacancy, and consider an appointment as set forth in the caption above.

Old Town Design Review Committee
Roster/Terms of Office
(three consecutive term limit)



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
Justin Moeller Lewisville Resident 1457 Lakecrest Lane Lewisville, TX 75057 817-680-0264 (c) justinmoeller22@gmail.com	Place No. 1	6/17/2019		6/30/2021
Amanda Ferguson Old Town Business Owner 135 W. Main St. Lewisville, TX 75057 469-955-8017 (h) 972-436-0800 (w) weplusyou@me.com	Place No. 2 Chairman	7/7/2008	6/18/2018	6/30/2020
Patricia Esselborn Old Town Resident 326 N. Hatcher Lewisville, TX 75057 214-450-8685 (c) esselbornpatricia@gmail.com	Place No. 3	6/17/2019		6/30/2021
Randy Tetzlaff Lewisville Resident 412 Cody Lane Lewisville, TX 75067 262-689-2546 (c) plannert25@gmail.com	Place No. 4	1/7/2019		6/30/2020
Jack Tidwell Lewisville Resident 401 Dumas Ct. Lewisville, TX 75067 972-839-8546 (c) jetidwelljr@outlook.com	Place No. 5	6/19/2017	6/17/2019	6/30/2021



Julie Worster <jworster@cityoflewisville.com>

Fwd: Requesting Availability - OTDRC 08-12-19

Michele Berry <mberry@cityoflewisville.com>

Thu, Aug 8, 2019 at 9:07 AM

To: Julie Worster <jworster@cityoflewisville.com>, Patricia Dominguez <pdominguez@cityoflewisville.com>

Julie and Patty,

Please see OTDRC resignation from Patricia Esselborn. How quickly can we fill this vacancy?

Thanks,
Michele

----- Forwarded message -----

From: **Patricia Esselborn** <esselbornpatricia@gmail.com>

Date: Thu, Aug 8, 2019 at 7:31 AM

Subject: Re: Requesting Availability - OTDRC 08-12-19

To: Theresa Ernest <ternest@cityoflewisville.com>

Cc: Michele Berry <mberry@cityoflewisville.com>

Good Morning,

I will be unable to attend and unfortunately, I will have to give up my seat on the OTDC effective immediately. Coming in all the way from Dallas and being here by 4pm, especially on Mondays, will not work long term due to the nature of my business.

Thank you for the opportunity, I would have loved to serve if the meetings were scheduled differently.

Sincerely,
Patricia Esselborn

On Wed, Aug 7, 2019 at 8:32 AM Theresa Ernest <ternest@cityoflewisville.com> wrote:

Good Morning,

This email is a courtesy notice that there will be an Old Town Design Review Committee Meeting on Monday, August 12, at 4:00 PM. In order to ensure a quorum will be present, I am asking for your availability to attend the meeting.

At your earliest convenience, please let me know if you are able to attend Monday's meeting.

Thank you, your timely response is greatly appreciated.

--

**Theresa Ernest** | Planning Technician

972-219-3455 | P.O. Box 299002, Lewisville, TX 75029-9002

City of Lewisville | Deep Roots. Broad Wings. Bright Future.

DISCLAIMER: <http://www.cityoflewisville.com/index.aspx?page=905>

--

Patricia Esselborn

214-450-8685

esselbornpatricia@gmail.com



Michele Berry, AICP
Planning Manager
City of Lewisville
972-219-3457
P.O. Box 299002
Lewisville, TX 75029-9002

City of Lewisville, TX - Boards and Commissions Application

Name: Sharon Ellis

Current Member: Yes

Address: 340 W. Walter Street. , Lewisville 75057

E-mail Address: kentgellis@msn.com

Home Phone: (972)436-4806 **Cell Phone:** (214)662-0084

Occupation: Retired **Employer:** Retired

Are you a resident of Lewisville? Yes

Are you a resident of Castle Hills? No

Length of Residency: 30 years

Are you a registered voter? Yes

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment? No

If yes, explain:

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service? No

If yes, explain:

Applicate Board Preferences

1st Selection Old Town Design Review Committee

2nd Selection Lewisville 2025 Advisory Board 2

3rd Selection Planning & Zoning Commission (also serves as: Transportation Board & Capital Improvements Advisory Committee)

***City Council – 3 Term Preference Board/Commission/Committee**

Arts Advisory Board

Animal Services Advisory Committee

CDBG Advisory Committee

Library Board

Oil and Gas Advisory Board

Old Town Design Review Committee

Zoning Board of Adjustment

Existing Member Performance Standards

Attendance History: 83. Percent

Citizen's University Member: No

Number of Terms: 6

Background

Education: High_School

College – Course Study: History

Other Education – Please explain:

What is your occupational experience? Salesperson at World Trade Center & retired LISD teacher's aide

Areas of Interest: History of Lewisville is top of the list for me. My family is from Lewisville and we have lived here with our kids for over 45 yeras.

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held: I served on Planning & Zoning in the late 1970's and early 1980's. I have served on the OTDRC for about 8 - 10 years after going before the board on our present house plans on Walters Street. I have and am now on the OTPS and the M&M boards.

Are you involved in any community activities? Yes

If yes, please explain: I serve as the co-chair for the OTPS and am on the board of M&M

Do you currently serve on a City of Lewisville Board/Commission/Committee? Yes

If you have reached three consecutive terms on a Board that encourages board rotation (Policy Statement 1.0 Administration – Section VIII – Board/Commission/Committee Appointment Process), and no qualified applications are received for this board, do you wish to be reconsidered for another term? Yes

Have you attended one or more meetings of the Boards/Commission/Committee for which you have applied?
Yes

Please write a brief narrative outlining your interests and qualifications for seeking appointment: My strong desire to help Lewisville keep as much of it's past alive on the restoration of our historical buildings and guiding the new builds.

I have seen the change from old to finally renewing our core and want to be a part of all that is happening here and now.

What do you hope to accomplish by serving on a Board or Commission? Saving the history of our cour and guiding the new ones to hold true to our history.

What else would you like to tell us about yourself? I love Old Town and want what is best for it's future!!!

City of Lewisville, TX - Boards and Commissions Application

Name: Josh Ashford

Current Member: No

Address: 133 Henrietta St , Lewisville 75057

E-mail Address: Joshua.Ashford@yahoo.com

Home Phone: **Cell Phone:** (940)391-4238

Occupation: Commercial Insurance

Employer: Consolidated Insurance

Are you a resident of Lewisville? Yes

Are you a resident of Castle Hills? No

Length of Residency: 1 years

Are you a registered voter? Yes

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment? No

If yes, explain:

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service? No

If yes, explain:

Applicate Board Preferences

1st Selection Old Town Design Review Committee

2nd Selection Lewisville 2025 Advisory Board 2

3rd Selection Park Board

***City Council – 3 Term Preference Board/Commission/Committee**

Arts Advisory Board

Animal Services Advisory Committee

CDBG Advisory Committee

Library Board

Oil and Gas Advisory Board

Old Town Design Review Committee

Zoning Board of Adjustment

Existing Member Performance Standards

Attendance History: 0 Percent

Citizen's University Member: No

Number of Terms: n/a

Background

Education: College

College – Course Study: BBA Marketing at UNT

Other Education – Please explain:

What is your occupational experience? 9 years Insurance Industry

Areas of Interest: Old Town, Parks, Affordable Housing, Transportation, Safety, Economic Development, Branding/Marketing and Resident Communication

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held: United Way of Denton County Exec Board -Current

Denton County Homelessness Leadership Team-Current

Lewisville Educational Foundation Board-Current

Main Street Village HOA Vice President-Current

Antioch Christian Fellowship of Corinth A/V Dept Leader-Current

Lewisville Police Academy Advisory Board- Pending as of 5/20/2019

Are you involved in any community activities? Yes

If yes, please explain: See boards/organization listed above. Also, involved with Lewisville Area Chamber of Commerce

Do you currently serve on a City of Lewisville Board/Commission/Committee? No

If you have reached three consecutive terms on a Board that encourages board rotation (Policy Statement 1.0 Administration – Section VIII – Board/Commission/Committee Appointment Process), and no qualified applications are received for this board, do you wish to be reconsidered for another term? Yes

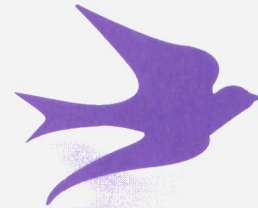
Have you attended one or more meetings of the Boards/Commission/Committee for which you have applied?
No

Please write a brief narrative outlining your interests and qualifications for seeking appointment: My interest are pretty vast. My "areas of interest" above might speak to that. I tend to think I know a little about a lot. I like to have somewhat of an understanding about many things. This allows me to comprehend issues/situations from several points of view.

What do you hope to accomplish by serving on a Board or Commission? I simply believe in public service. We all have something to contribute to our city/region/state/country/world. To not do so is selfish. That pretty much sums up what I hope to get accomplished. Serve. Whatever that means in-regards to our city. If council sees an area that is a fit for me to serve.....I'm game.

What else would you like to tell us about yourself? If there is no dress code stated and enforced I'll probably show up in jeans or basketball shorts :)

Date Application Received: 5/21/2019



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

TO: Rudy Durham, Mayor
Mayor Pro, Tem Bob Troyer
Deputy Mayor Pro Tem, R Neil Ferguson
Councilmember, T.J. Gilmore
Councilmember, Brandon Jones
Councilmember, Kristin Green

FROM: David Erb, Director of Finance
Clifford J. Howard, Fiscal Services Manager

DATE: August 14, 2019

SUBJECT: QUARTERLY INVESTMENT REPORT
April 1, 2019 to June 30, 2019

The attached quarterly investment report for the period from April 1, 2019 to June 30, 2019 is provided as required by an amendment to the Public Funds Investment Act.

Each of the Investment Officers has reviewed the report, and by virtue of their signature, represent that the investments making up the report are in compliance with the investment policy of the City of Lewisville and meet the requirements of the amended Public Funds Investment Act.

David Erb, Director of Finance

Clifford J. Howard, Fiscal Services Manager

Attached is the City's quarterly investment report for the quarter ended June 30, 2019 as required by the Amended Public Funds Investment Act.

The report must:

1. Describe in detail the investment position of the entity on the date of the report.
2. Be prepared jointly by all investment officers of the entity.
3. Be signed by each investment officer of the entity.
4. Contain a summary statement of each pooled group that states the:
 - a. Beginning market value of the reporting period.
 - b. Additions and changes to the market value during the period.
 - c. Ending market value for the period.
5. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
6. State the maturity date of each separately invested asset that has a maturity date.
7. State the account, fund or pooled group fund for which each individual investment was acquired.
8. State the compliance of that investment portfolio as it relates to the investment strategy expressed in the investment policy.

As required, the attached report presents the individual investments by type including par value, book value, i.e. (cost), market values - both beginning and ending, purchase and maturity dates, and rate and yield information.

Par value is the value of the investment at the maturity date. In other words, investments held and kept until the maturity date will be redeemed at the par value.

Cost is the same as book value and represents the amount the City paid for the investment. It may be at par value, but in most instances, will be at an amount either more or less than par value. This is the result of the investment being purchased either at a premium or discount depending on current interest rate levels on the purchase date compared to the fixed rate of the particular investment.

Market value varies inversely with current interest rate levels. Generally, as interest rates increase, the market value of a fixed rate security declines. Conversely, as interest rates decrease, market value of a fixed rate security increases.

Rate represents the stated annual rate of return on the investment. The yield rate represents the effective rate of return, taking into account any premium or discount.

The City's investment strategy is safety, liquidity, and yield in that order. Consequently, investments are purchased in a manner whereby cash flow requirements are planned for, and as a result, usually eliminates the need to sell investments to provide cash prior to maturity.

City of Lewisville, Texas

Quarterly Investment Report

June 30, 2019

Report Highlights

- City uses consolidated bank, investment, and safekeeping accounts. Staff continues to monitor the Earned Income Credit Rates (ECR) which are essentially interest earnings paid by our depository bank which can be applied toward bank fee offset. The city evaluates this rate versus the short-term interest rates as to which is more beneficial to the city to use as an offset to fees versus paying fees and receiving actual interest earnings.
- The 'Change in Market Value' column on the attached detail portfolio is a comparison of only the past quarter. Also, on this report is the total net change associated with the Fair Market Value as of the report date, compared to the original cost of the portfolio. Fair Market Value (FMV) of an investment represents what the city would receive if we were to sell the security as of the reporting date. Depending on whether interest rates are rising or falling, the FMV will fluctuate. If held to maturity, a security is redeemed at par. As a rule, the city holds all securities until maturity.
- For purposes of Weighted Average Maturity, Cash is considered as same day liquidity and TexPool is calculated using the pool's average day calculation.
- In accordance with Section 2257 of the Texas Local Government Code and the City of Lewisville's Investment Policy, the Investment Committee has approved a change in the form of Collateral from Pledge securities to a Federal Home Loan Bank Letter of Credit (LOC). All funds for the City will continue to be fully collateralized and the LOC may be subsidized by approved Securities should the need arise.
- Agency credit ratings are listed on page two of the report as a method of monitoring security types within the city's portfolio as directed by the Public Funds Investment Act.

News in the Markets

- Hiring rebounds as U.S. economy adds 224,000 jobs in June; **U.S. unemployment rate at 3.7%**. The U.S. unemployment rate has hovered at or below 4% for more than a year. The **Texas unemployment rate** for June was **3.4%**.
- **House votes to raise federal minimum wage to \$15 an hour by 2025**, a measure unlikely to pass GOP-led Senate
- As expected, **the FOMC announced a cut to the target range of 25 basis points**, from 2.25%-2.5%, to 2.00%-2.25%. First cut since 2008.
- Starting in March, the **Bureau of Labor & Statistics (BLS)** will begin to introduce big data sources into the compilation of CPI. The new source data to be used shows a downward bias vs the current CPI index for apparel, which could over time with other such data shifts over the coming years could lead to a bias toward low inflation.
- **Boris Johnson, Brexit cheerleader, Britain's new prime minister** replaces Theresa May.



Portfolio Investment Report
for Quarter Ending June 30, 2019

Consolidated Investment Report

Cash and Investment Balances

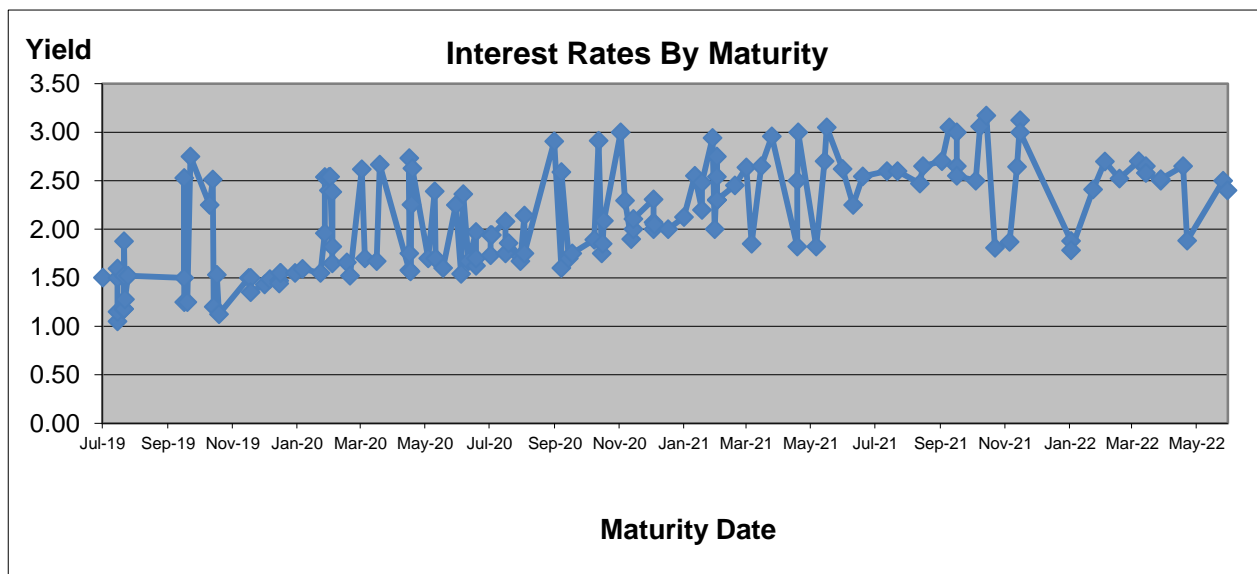
		Same Quarter Last Year
Cash Balances	\$ 13,299,382.70	\$ 13,630,656.19
TexPool Balance	\$ 50,103,065.13	\$ 21,682,989.48
Other Investment Portfolio Balance	\$ 238,332,310.84	\$ 214,767,521.77
Total Cash, Texpool & Investment Amount	\$ 301,734,758.67	\$ 250,081,167.44

Investment Yields, Maturities, and Interest

TexPool Average Quarter Yield	2.41%	1.73%
TexPool End of Qtr Weighted Maturity	34 Days	29 Days
Bank Earned Income Credit	1.25%	0.85%
13 Week Treasury - Benchmark	2.04%	1.91%
Other Investment Average Weighted Yield	2.13%	1.76%
Average Weighted Maturity: Agency / Total	478 / 384 Days	506 / 437 Days
Other Investment Accrued Interest	\$ 1,068,373.04	\$ 891,717.62

Outstanding Portfolio (excluding TexPool)

Distribution by Maturity	Number	Amount	Percent	Market Value
1 to 365 days	65	\$ 98,552,277.78	41.35%	\$ 98,518,101.66
366 to 730 days	55	\$ 87,361,712.88	36.66%	\$ 87,723,420.46
Over 730 days	32	\$ 52,418,320.18	21.99%	\$ 52,800,095.15
Total	152	\$ 238,332,310.84	100.00%	\$ 239,041,617.27



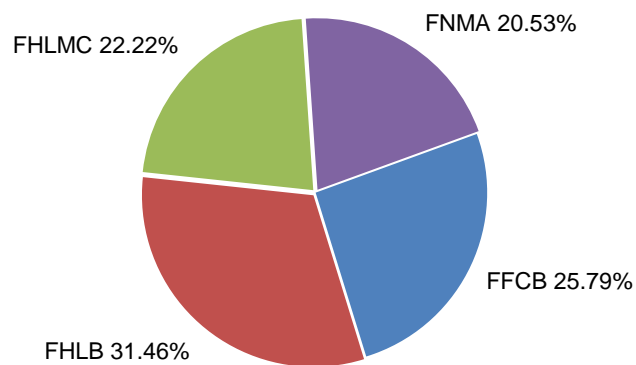


Portfolio Investment Report
for Quarter Ending June 30, 2019

Consolidated Investments - continued

Outstanding Portfolio (excluding TexPool)		Amount	Percent	Market Value
Distribution by Investment type	Number			
Federal Farm Credit Bank	40	\$ 61,458,979.32	25.79%	\$ 61,777,845.31
Federal Home Loan Bank	50	\$ 74,970,653.74	31.46%	\$ 75,275,960.66
Federal Home Loan Mortgage Corp	36	\$ 52,961,790.00	22.22%	\$ 53,030,269.10
Federal National Mortgage Assoc.	26	\$ 48,940,887.78	20.53%	\$ 48,957,542.20
Total	152	\$ 238,332,310.84	100.00%	\$ 239,041,617.27

Distribution by Type



Agencies Credit Ratings

Federal Farm Credit Bank
Federal Home Loan Bank
Federal Home Loan Mortgage Corp
Federal National Mortgage Assoc.

S & P

AA+
AA+
AA+
AA+

Moody's

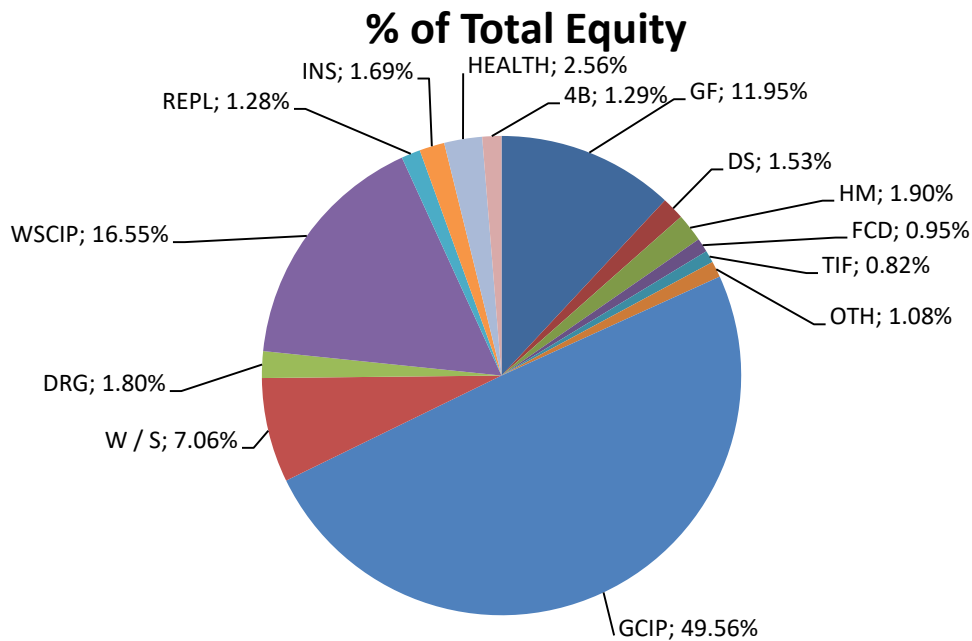
Aaa
Aaa
Aaa
Aaa



Portfolio Investment Report
for Quarter Ending June 30, 2019

Outstanding Portfolio - Major Funds

	Chart Key	Equity Balance	% of Total Equity
GENERAL	GF	\$ 36,043,251	11.95%
DEBT SERVICE	DS	\$ 4,604,509	1.53%
HOTEL/MOTEL	HM	\$ 5,737,758	1.90%
FIRE & CRIME DISTRICTS	FCD	\$ 2,855,470	0.95%
TAX INCREMENTAL	TIF	\$ 2,480,012	0.82%
Funds under 1 million	OTH	\$ 3,266,045	1.08%
GENERAL CIP	GCIP	\$ 149,525,913	49.56%
WATER & SEWER	W / S	\$ 21,290,845	7.06%
STORMWATER	DRG	\$ 5,418,918	1.80%
W&S CIP	WSCIP	\$ 49,925,697	16.55%
EQUIP REPLACEMENT	REPL	\$ 3,865,567	1.28%
INSURANCE RISK	INS	\$ 5,110,126	1.69%
HEALTH INS	HEALTH	\$ 7,724,413	2.56%
4-B SALES TAX	4B	\$ 3,886,235	1.29%
Total		\$ 301,734,759	100.00%



City of Lewisville
Consolidated Account

Security Type	Par Value	Cost	3/31/2019		6/30/2019		Change in Market Value	Cusip	Purchase Date	Maturity Date	Rate	FY 2019		Accrued Interest
			Beg.	Market Value	End.	Market Value						Yield	ir Accrued DATE	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 991,650.00	\$	996,298.80	\$	999,518.80	\$ 3,220.00	3133EGLC7	7/7/2017	7/12/2019	1.08	1.50245	1/12/2019	\$ 5,000.55
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$	996,999.30	\$	999,260.20	\$ 2,260.90	3134GBWP3	7/26/2017	7/26/2019	1.50	1.50000	1/26/2019	\$ 6,369.86
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$	997,314.90	\$	999,337.00	\$ 2,022.10	3134GBYS5	10/18/2017	7/26/2019	1.60	1.59420	4/18/2019	\$ 3,200.00
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$	995,139.00	\$	998,914.40	\$ 3,775.40	3136G3R56	7/26/2016	7/26/2019	1.05	1.05000	1/26/2019	\$ 4,458.90
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$	995,454.30	\$	998,991.20	\$ 3,536.90	3136G3U29	7/29/2016	7/26/2019	1.15	1.15000	1/26/2019	\$ 4,883.56
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$	995,902.80	\$	998,905.40	\$ 3,002.60	3133EGPD1	8/1/2016	8/1/2019	1.18	1.18000	2/1/2019	\$ 4,816.99
Federal Farm Credit bank	\$ 3,000,000.00	\$ 3,000,000.00	\$	2,987,708.40	\$	2,996,716.20	\$ 9,007.80	3133EGPD1	8/1/2016	8/1/2019	1.18	1.18000	2/1/2019	\$ 14,450.96
Federal Farm Credit bank	\$ 1,000,000.00	\$ 994,000.00	\$	995,902.80	\$	998,905.40	\$ 3,002.60	3133EGPD1	10/18/2017	8/1/2019	1.18	1.52150	4/18/2019	\$ 2,360.00
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 990,260.00	\$	995,657.80	\$	998,995.30	\$ 3,337.50	3137EADK2	12/29/2017	8/1/2019	1.25	1.87480	6/29/2019	\$ 34.25
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 999,500.00	\$	995,970.10	\$	998,815.90	\$ 2,845.80	3136G3K38	11/15/2016	8/2/2019	1.26	1.27863	2/2/2019	\$ 5,109.04
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 988,600.00	\$	994,308.60	\$	998,442.50	\$ 4,133.90	3130A8Y72	10/18/2017	8/5/2019	0.88	1.52020	4/18/2019	\$ 1,750.00
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$	995,584.60	\$	998,008.80	\$ 2,424.20	3130ABJH0	6/27/2017	9/27/2019	1.50	1.50000	3/27/2019	\$ 3,904.11
Federal Home Loan Mortgage Corp. Note	\$ 3,000,000.00	\$ 2,983,050.00	\$	2,986,753.80	\$	2,994,026.40	\$ 7,272.60	3134GBJ52	3/7/2019	9/27/2019	1.50	2.52973	3/7/2019	\$ 14,178.08
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,996,060.00	\$	1,986,723.80	\$	1,994,453.40	\$ 7,729.60	3135G0Q30	11/15/2016	9/27/2019	1.18	1.25005	3/27/2019	\$ 6,142.47
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$	1,986,306.60	\$	1,994,681.80	\$ 8,375.20	3135G0P98	9/30/2016	9/30/2019	1.25	1.25000	3/30/2019	\$ 6,301.37
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 985,950.00	\$	993,798.20	\$	997,307.50	\$ 3,509.30	3130A9MF5	11/16/2018	10/3/2019	1.13	2.75012	5/16/2019	\$ 1,386.99
Federal Farm Credit bank	\$ 1,100,000.00	\$ 1,086,525.00	\$	1,093,249.85	\$	1,097,318.31	\$ 4,068.46	3133EHGA5	4/4/2018	10/21/2019	1.44	2.24980	4/21/2019	\$ 3,037.81
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,983,658.72	\$	1,986,569.20	\$	1,994,363.80	\$ 7,794.60	3136G0T68	2/12/2019	10/24/2019	1.33	2.51340	2/12/2019	\$ 10,056.99
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$	993,484.60	\$	997,092.60	\$ 3,608.00	3136G4DZ3	10/25/2016	10/25/2019	1.20	1.20000	4/25/2019	\$ 2,169.86
Federal National Mortgage Assn. Bond	\$ 1,700,000.00	\$ 1,691,755.00	\$	1,687,670.58	\$	1,695,083.26	\$ 7,412.68	3135G0J95	1/25/2017	10/28/2019	1.35	1.53000	4/28/2019	\$ 3,961.23
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$	1,983,633.80	\$	1,992,520.60	\$ 8,886.80	3136G4EE9	10/28/2016	10/30/2019	1.13	1.12497	4/30/2019	\$ 3,760.27
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$	993,252.00	\$	996,949.50	\$ 3,697.50	3134GA4E1	2/27/2017	11/27/2019	1.50	1.50026	5/27/2019	\$ 1,397.26
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$	1,988,224.00	\$	1,994,578.00	\$ 6,354.00	3133EGM77	11/29/2016	11/29/2019	1.50	1.50000	5/29/2019	\$ 2,630.14
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$	1,984,447.00	\$	1,992,586.00	\$ 8,139.00	3136G4HF3	11/29/2016	11/29/2019	1.35	1.35000	5/29/2019	\$ 2,367.12
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,580.00	\$	992,505.90	\$	996,177.70	\$ 3,671.80	3133EGT88	12/12/2016	12/12/2019	1.45	1.43018	6/12/2019	\$ 715.07
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 996,000.00	\$	991,059.90	\$	995,985.90	\$ 4,926.00	313381EZ4	12/19/2016	12/17/2019	1.35	1.48706	6/17/2019	\$ 480.82
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,750.00	\$	993,276.40	\$	997,495.60	\$ 4,219.20	3134G3L73	4/27/2017	12/26/2019	1.50	1.47129	6/26/2019	\$ 164.38
Federal Home Loan Mortgage Corp. Note	\$ 500,000.00	\$ 500,700.00	\$	496,638.20	\$	498,747.80	\$ 2,109.60	3134G3L73	7/17/2017	12/26/2019	1.50	1.44145	6/26/2019	\$ 82.19
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$	993,904.50	\$	997,171.30	\$ 3,266.80	3134GBVU3	6/30/2017	12/27/2019	1.55	1.55000	6/27/2019	\$ 127.40
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$	993,904.50	\$	997,171.30	\$ 3,266.80	3134GBXG2	6/30/2017	12/27/2019	1.55	1.55000	6/27/2019	\$ 127.40
Federal Farm Credit bank	\$ 3,000,000.00	\$ 3,000,000.00	\$	2,977,367.70	\$	2,989,521.30	\$ 12,153.60	3133EG3J2	1/10/2017	1/10/2020	1.55	1.55000	1/10/2019	\$ 21,784.93
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 1,994,760.00	\$	1,985,414.40	\$	1,992,449.20	\$ 7,034.80	3137EAAE5	1/20/2017	1/17/2020	1.50	1.59001	1/17/2019	\$ 13,479.45
Federal Farm Credit bank	\$ 3,000,000.00	\$ 3,000,000.00	\$	2,975,460.90	\$	2,988,837.30	\$ 13,376.40	3133EG6C4	2/3/2017	2/3/2020	1.55	1.55000	2/3/2019	\$ 18,727.40
Federal National Mortgage Assn. Bond	\$ 2,910,000.00	\$ 2,912,386.20	\$	2,896,854.95	\$	2,908,658.48	\$ 11,803.53	3136FTB73	12/29/2017	2/7/2020	2.00	1.95970	6/29/2019	\$ 159.45
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,551.36	\$	1,990,965.60	\$	1,996,078.00	\$ 5,112.40	3136FTB73	2/12/2019	2/7/2020	2.00	2.53960	2/12/2019	\$ 15,123.29
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 994,930.00	\$	997,020.20	\$	999,848.90	\$ 2,828.70	3130ADN32	3/21/2018	2/11/2020	2.13	2.40050	2/11/2019	\$ 8,092.47
Federal Home Loan Bank Bond	\$ 3,000,000.00	\$ 2,988,660.00	\$	2,991,060.60	\$	2,999,546.70	\$ 8,486.10	3130ADN32	3/7/2019	2/11/2020	2.13	2.53890	3/7/2019	\$ 20,085.62
Federal Farm Credit bank	\$ 3,000,000.00	\$ 3,000,000.00	\$	2,999,984.40	\$	3,006,493.50	\$ 6,509.10	3133EKAf3	2/12/2019	2/12/2020	2.54	2.54000	2/12/2019	\$ 28,809.86
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,996,500.00	\$	1,987,823.40	\$	1,995,239.60	\$ 7,416.20	3133EHR70	11/22/2017	2/14/2020	1.74	1.82089	5/22/2019	\$ 3,718.36
Federal Farm Credit bank	\$ 1,000,000.00	\$ 994,190.00	\$	995,987.80	\$	999,278.90	\$ 3,291.10	3133EJCn7	3/21/2018	2/14/2020	2.07	2.38450	2/14/2019	\$ 7,712.88
Federal National Mortgage Assn. Bond	\$ 5,000,000.00	\$ 5,000,000.00	\$	4,962,007.50	\$	4,983,383.50	\$ 21,376.00	3136G4KW2	2/14/2017	2/14/2020	1.65	1.65000	2/14/2019	\$ 30,739.73
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$	1,984,624.20	\$	1,993,225.80	\$ 8,601.60	3136G4LV3	2/28/2017	2/28/2020	1.66	1.66000	2/28/2019	\$ 11,096.99

Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	1,982,114.40	\$	1,991,432.00	\$	9,317.60	3133EHBA0	3/2/2017	3/2/2020	1.52	1.52000	3/2/2019	\$	9,994.52
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	991,430.00	\$	994,738.60	\$	999,026.40	\$	4,287.80	313378J77	1/9/2019	3/13/2020	1.88	2.61750	3/13/2019	\$	5,599.32
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	992,238.20	\$	996,730.60	\$	4,492.40	3133EHCS0	3/16/2017	3/16/2020	1.70	1.70000	3/16/2019	\$	4,936.99
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,983,695.80	\$	1,992,787.60	\$	9,091.80	3134GBAB8	3/27/2017	3/27/2020	1.67	1.67000	3/27/2019	\$	8,693.15
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	985,070.00	\$	992,172.30	\$	994,510.20	\$	2,337.90	3134G8TY5	1/9/2019	3/30/2020	1.42	2.66592	3/30/2019	\$	3,579.18
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,985,918.60	\$	1,990,929.00	\$	5,010.40	3134GBHX3	4/27/2017	4/27/2020	1.58	1.58000	4/27/2019	\$	5,540.82
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	993,917.90	\$	997,298.00	\$	3,380.10	3134GBYV8	7/27/2017	4/27/2020	1.75	1.75000	4/27/2019	\$	3,068.49
Federal Home Loan Mortgage Corp. Note	\$	1,500,000.00	\$	1,490,400.00	\$	1,499,880.30	\$	1,501,419.60	\$	1,539.30	3134GBFV9	12/18/2018	4/27/2020	2.25	2.73200	6/18/2019	\$	1,109.59
Federal National Mortgage Assn. Bond	\$	1,600,000.00	\$	1,596,912.00	\$	1,587,344.96	\$	1,591,680.96	\$	4,336.00	3136G2GR2	4/26/2017	4/28/2020	1.50	1.56598	4/28/2019	\$	4,142.47
Federal Home Loan Bank Bond	\$	600,000.00	\$	597,690.00	\$	597,690.00	\$	597,618.00	\$	(72.00)	3130A6PT8	6/21/2019	4/29/2020	1.57	2.25200	6/21/2019	\$	232.27
Federal National Mortgage Assn. Bond	\$	850,000.00	\$	843,174.50	\$	847,702.79	\$	849,003.60	\$	1,300.81	3136G0DU2	1/9/2019	4/30/2020	2.00	2.62720	4/13/2019	\$	3,632.88
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	989,312.70	\$	996,486.40	\$	7,173.70	3130ACN83	10/30/2017	5/15/2020	1.70	1.69979	4/30/2019	\$	2,841.10
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,105.80	\$	105.80	3133EKM8	5/21/2019	5/21/2020	2.39	2.39000	5/21/2019	\$	2,619.18
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	993,446.10	\$	996,477.20	\$	3,031.10	3134GBPB2	5/30/2017	5/22/2020	1.70	1.70005	5/22/2019	\$	1,816.44
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,986,971.20	\$	1,994,020.40	\$	7,049.20	3134GBPU0	10/18/2017	5/22/2020	1.71	1.69820	4/18/2019	\$	6,840.00
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	992,261.90	\$	995,424.80	\$	3,162.90	3134GBRJ3	5/30/2017	5/29/2020	1.60	1.60001	5/29/2019	\$	1,402.74
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,234.60	\$	234.60	3130AGLJ2	6/10/2019	6/10/2020	2.25	2.25000	6/10/2019	\$	1,232.88
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	1,982,291.20	\$	1,989,665.60	\$	7,374.40	3133EHNK5	6/15/2017	6/15/2020	1.54	1.54000	6/15/2019	\$	1,265.75
Federal Farm Credit bank	\$	500,000.00	\$	495,925.00	\$	498,157.85	\$	499,510.50	\$	1,352.65	3133ECSD7	4/4/2018	6/17/2020	1.98	2.36120	6/17/2019	\$	352.60
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	992,241.70	\$	996,503.60	\$	4,261.90	3133EHPD9	6/22/2017	6/22/2020	1.67	1.67000	6/22/2019	\$	366.03
Federal Farm Credit bank	\$	1,500,000.00	\$	1,491,660.00	\$	1,491,660.00	\$	1,490,272.95	\$	(1,387.05)	3133EGHP3	6/21/2019	6/29/2020	1.42	1.97190	6/21/2019	\$	525.21
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	991,743.80	\$	998,460.30	\$	6,716.50	3134GBUG5	6/29/2017	6/29/2020	1.63	1.62500	6/29/2019	\$	44.52
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	992,686.20	\$	997,420.50	\$	4,734.30	3134GBVT6	6/30/2017	6/29/2020	1.70	1.70000	6/29/2019	\$	46.58
Federal Farm Credit bank	\$	1,000,000.00	\$	985,600.00	\$	982,575.10	\$	991,031.80	\$	8,456.70	3133EGLB9	10/18/2017	7/13/2020	1.19	1.73090	4/18/2019	\$	2,380.00
Federal Home Loan Bank Bond	\$	800,000.00	\$	794,144.00	\$	794,144.00	\$	793,313.04	\$	(830.96)	3130A8NS8	6/21/2019	7/13/2020	1.24	1.94000	6/21/2019	\$	244.60
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	992,562.00	\$	992,562.00	\$	991,523.20	\$	(1,038.80)	3130A8QD8	6/21/2019	7/14/2020	1.23	1.93940	6/21/2019	\$	303.29
Federal Farm Credit bank	\$	1,000,000.00	\$	981,000.00	\$	987,344.30	\$	994,092.20	\$	6,747.90	3133EGNK7	12/29/2017	7/27/2020	1.32	2.08070	6/29/2019	\$	36.16
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,985,306.40	\$	1,999,391.60	\$	14,085.20	3134GBYR7	7/27/2017	7/27/2020	1.75	1.75000	1/27/2019	\$	14,767.12
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	990,710.00	\$	988,329.20	\$	996,843.60	\$	8,514.40	3135G0T60	11/22/2017	7/30/2020	1.50	1.85548	5/22/2019	\$	1,602.74
Federal Farm Credit bank	\$	1,000,000.00	\$	998,080.00	\$	991,422.60	\$	996,745.20	\$	5,322.60	3133EHUE1	10/18/2017	8/10/2020	1.65	1.72000	4/18/2019	\$	3,300.00
Federal National Mortgage Assn. Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,973,684.30	\$	2,996,353.80	\$	22,669.50	3136G4NU3	8/10/2017	8/10/2020	1.67	1.67000	2/10/2019	\$	19,216.44
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,720.00	\$	997,836.70	\$	1,004,334.60	\$	6,497.90	3130ADGL0	2/13/2018	8/14/2020	2.17	2.14030	2/14/2019	\$	8,085.48
Federal National Mortgage Assn. Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,976,056.10	\$	2,993,200.50	\$	17,144.40	3136G4NT6	8/14/2017	8/14/2020	1.75	1.75000	2/14/2019	\$	19,561.64
Federal Home Loan Bank Bond	\$	1,500,000.00	\$	1,499,122.32	\$	1,508,815.95	\$	1,517,283.60	\$	8,467.65	31337OUS5	10/18/2018	9/11/2020	2.88	2.90600	3/11/2019	\$	13,114.73
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	990,002.30	\$	996,278.90	\$	6,276.60	3130ACD92	9/18/2017	9/18/2020	1.60	1.60000	3/18/2019	\$	4,558.90
Federal Home Loan Bank Bond	\$	1,500,000.00	\$	1,500,000.00	\$	1,501,106.40	\$	1,501,539.60	\$	433.20	3130AFZT7	3/18/2019	9/18/2020	2.59	2.59000	3/18/2019	\$	11,069.59
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	1,982,460.00	\$	1,994,302.80	\$	11,842.80	3133EHZV8	9/25/2017	9/25/2020	1.70	1.70000	3/25/2019	\$	9,035.62
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,982,277.00	\$	1,999,203.80	\$	16,926.80	3136G4PK3	9/28/2017	9/28/2020	1.75	1.75000	3/28/2019	\$	9,013.70
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	996,000.00	\$	990,714.70	\$	999,573.70	\$	8,859.00	3130ACHQ0	11/22/2017	10/19/2020	1.75	1.89179	5/22/2019	\$	1,869.86
Federal Farm Credit bank	\$	1,500,000.00	\$	1,499,681.67	\$	1,512,128.70	\$	1,521,724.05	\$	9,595.35	3133EJK40	10/23/2018	10/23/2020	2.90	2.91100	4/23/2019	\$	8,104.11
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,981,020.60	\$	1,999,128.80	\$	18,108.20	3136G4PP2	10/26/2017	10/26/2020	1.75	1.75000	4/26/2019	\$	6,232.88
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	992,042.50	\$	998,783.10	\$	6,740.60	3136G4PW7	10/27/2017	10/27/2020	1.85	1.85000	4/27/2019	\$	3,243.84
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	983,920.00	\$	983,029.70	\$	992,716.90	\$	9,687.20	3135G0Q97	12/29/2017	10/28/2020	1.50	2.08770	6/29/2019	\$	41.10
Federal Home Loan Bank Bond	\$	1,500,000.00	\$	1,500,000.00	\$	1,506,194.55	\$	1,505,713.20	\$	(481.35)	3130AFAB3	11/13/2018	11/13/2020	3.00	3.00000	5/13/2019	\$	5,917.81
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	1,977,400.00	\$	1,983,864.80	\$	2,001,218.80	\$	17,354.00	3137EAEK1	2/5/2018	11/17/2020	1.88	2.29591	5/17/2019	\$	4,520.55
Federal Farm Credit bank	\$	1,000,000.00	\$	993,330.00	\$	993,330.00	\$	994,861.80	\$	1,531.80	3133EC4W1	6/24/2019	11/23/2020	1.42	1.90001	6/24/2019	\$	233.42
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,987,756.00	\$	1,998,383.40	\$	10,627.40	3130ACVG6	11/30/2017	11/25/2020	2.00	2.00000	5/30/2019	\$	3,397.26

Federal Home Loan Bank Bond	\$	1,000,000.00	\$	997,050.00	\$	993,878.00	\$	999,191.70	\$	5,313.70	3130ACVG6	12/29/2017	11/25/2020	2.00	2.10500	6/29/2019	\$	54.79
Federal Home Loan Bank Bond	\$	945,000.00	\$	936,929.70	\$	939,016.07	\$	944,522.11	\$	5,506.04	3130ACUL6	2/2/2018	12/14/2020	2.00	2.30919	6/14/2019	\$	828.49
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	993,667.80	\$	999,494.30	\$	5,826.50	3134GB4Q2	12/14/2017	12/14/2020	2.00	2.00000	6/14/2019	\$	876.71
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	998,000.00	\$	993,667.80	\$	999,494.30	\$	5,826.50	3134GB4Q2	12/29/2017	12/14/2020	2.00	2.06990	6/29/2019	\$	54.79
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	991,550.80	\$	998,035.50	\$	6,484.70	3130ACVY7	12/15/2017	12/15/2020	2.05	2.05000	6/15/2019	\$	842.47
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,986,849.00	\$	2,006,048.60	\$	19,199.60	3134GB5E8	12/28/2017	12/28/2020	2.00	2.00000	6/28/2019	\$	219.18
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,990,431.80	\$	2,009,841.20	\$	19,409.40	3130ADEB4	1/12/2018	1/12/2021	2.13	2.12500	1/12/2019	\$	19,678.08
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,001,729.50	\$	1,729.50	3130AGBW4	4/22/2019	1/22/2021	2.55	2.55000	4/22/2019	\$	4,820.55
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,987,343.00	\$	2,999,730.00	\$	12,387.00	3130ADC26	1/29/2018	1/29/2021	2.20	2.20000	1/29/2019	\$	27,484.93
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	995,820.00	\$	998,928.80	\$	999,887.30	\$	958.50	3130ADG48	3/18/2019	1/29/2021	2.25	2.48012	3/18/2019	\$	6,410.96
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	1,974,902.72	\$	1,998,817.80	\$	2,017,888.80	\$	19,071.00	3130ADMJ8	10/18/2018	2/8/2021	2.38	2.94100	2/8/2019	\$	18,479.45
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	997,900.00	\$	997,900.00	\$	998,693.20	\$	793.20	3130AC2K9	6/24/2019	2/10/2021	1.87	2.00121	6/24/2019	\$	307.40
Federal Farm Credit bank	\$	1,000,000.00	\$	994,720.00	\$	998,821.50	\$	1,008,587.80	\$	9,766.30	3133EJCE7	3/21/2018	2/12/2021	2.35	2.54009	2/12/2019	\$	8,884.93
Federal Farm Credit bank	\$	2,000,000.00	\$	1,979,000.00	\$	1,997,643.00	\$	2,017,175.60	\$	19,532.60	3133EJCE7	3/21/2018	2/12/2021	2.35	2.75060	2/12/2019	\$	17,769.86
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,993,445.60	\$	3,000,443.10	\$	6,997.50	3130ADFA5	2/12/2018	2/12/2021	2.30	2.30000	2/12/2019	\$	26,087.67
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,993,445.60	\$	3,000,443.10	\$	6,997.50	3130ADFA5	2/12/2018	2/12/2021	2.30	2.30000	2/12/2019	\$	26,087.67
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,993,445.60	\$	3,000,443.10	\$	6,997.50	3130ADFA5	2/12/2018	2/12/2021	2.30	2.30000	2/12/2019	\$	26,087.67
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	2,995,500.00	\$	2,993,445.60	\$	3,000,443.10	\$	6,997.50	3130ADFA5	2/12/2018	2/12/2021	2.30	2.30000	2/12/2019	\$	26,087.67
Federal Farm Credit bank	\$	1,000,000.00	\$	1,001,406.25	\$	1,001,647.40	\$	1,011,360.50	\$	9,713.10	3133EJEM7	3/5/2018	3/1/2021	2.50	2.45086	3/1/2019	\$	8,287.67
Federal Home Loan Bank Bond	\$	850,000.00	\$	845,308.00	\$	849,281.92	\$	857,998.16	\$	8,716.24	3130A0XD7	1/9/2019	3/12/2021	2.38	2.63700	3/12/2019	\$	6,083.90
Federal Farm Credit bank	\$	1,000,000.00	\$	1,001,700.00	\$	1,001,700.00	\$	1,002,325.90	\$	625.90	3133EKRG3	6/24/2019	3/17/2021	1.95	1.85029	6/24/2019	\$	320.55
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	3,002,675.40	\$	3,004,269.60	\$	1,594.20	3130AFZ67	3/26/2019	3/26/2021	2.65	2.65000	3/26/2019	\$	20,909.59
Federal Farm Credit bank	\$	2,000,000.00	\$	1,980,356.22	\$	2,006,293.40	\$	2,024,920.80	\$	18,627.40	3133EJJD2	10/18/2018	4/5/2021	2.54	2.95600	4/5/2019	\$	11,969.32
Federal Farm Credit bank	\$	2,000,000.00	\$	2,020,940.00	\$	2,020,940.00	\$	2,020,552.60	\$	(387.40)	3133EKJP2	6/24/2019	4/29/2021	2.40	1.82041	6/24/2019	\$	789.04
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,004,699.30	\$	4,699.30	3134GTJD6	4/29/2019	4/29/2021	2.50	2.50000	4/29/2019	\$	4,246.58
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,003,974.20	\$	1,003,337.60	\$	(636.60)	3130AF6U6	10/30/2018	4/30/2021	3.00	3.00000	4/30/2019	\$	5,013.70
Federal Farm Credit bank	\$	1,000,000.00	\$	1,007,970.00	\$	1,007,970.00	\$	1,007,651.30	\$	(318.70)	3133EKLQ7	6/24/2019	5/17/2021	2.50	1.82026	6/24/2019	\$	410.96
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	1,953,500.00	\$	1,966,646.60	\$	1,988,377.20	\$	21,730.60	3130A8CA9	1/9/2019	5/25/2021	1.69	2.70066	5/25/2019	\$	3,323.84
Federal Home Loan Mortgage Corp. Note	\$	3,000,000.00	\$	3,000,000.00	\$	3,014,532.90	\$	3,012,593.10	\$	(1,939.80)	3134GSE27	11/27/2018	5/27/2021	3.05	3.05000	5/27/2019	\$	8,523.29
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	988,440.00	\$	994,523.20	\$	1,005,319.80	\$	10,796.60	313383MC2	1/9/2019	6/11/2021	2.13	2.62030	6/11/2019	\$	1,106.16
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,380.30	\$	380.30	3134GTWF6	6/24/2019	6/21/2021	2.25	2.25000	6/24/2019	\$	369.86
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	1,953,260.00	\$	1,961,680.00	\$	1,986,328.00	\$	24,648.00	3136G3ST3	3/7/2019	6/30/2021	1.50	2.54590	3/7/2019	\$	9,452.05
Federal Home Loan Mortgage Corp. Note	\$	3,000,000.00	\$	3,000,000.00	\$	3,000,000.00	\$	3,005,280.00	\$	5,280.00	3134GTJQ7	4/23/2019	7/23/2021	2.60	2.60000	4/23/2019	\$	14,531.51
Federal Farm Credit bank	\$	2,000,000.00	\$	2,009,880.00	\$	2,019,601.40	\$	2,039,118.00	\$	19,516.60	3133EJVV8	1/9/2019	8/2/2021	2.80	2.59920	2/2/2019	\$	22,706.85
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,307.20	\$	307.20	3133EKMJ2	5/23/2019	8/23/2021	2.47	2.47000	5/23/2019	\$	2,571.51
Federal Home Loan Bank Bond	\$	1,500,000.00	\$	1,500,000.00	\$	1,503,210.90	\$	1,506,420.00	\$	3,209.10	3130AFWB9	2/26/2019	8/26/2021	2.65	2.65000	2/26/2019	\$	13,504.11
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	2,001,604.60	\$	2,002,106.00	\$	501.40	3130AFZQ3	3/13/2019	9/13/2021	2.70	2.70000	3/13/2019	\$	16,126.03
Federal Farm Credit bank	\$	2,000,000.00	\$	1,989,060.00	\$	2,025,458.80	\$	2,044,237.20	\$	18,778.40	3133EJZU6	11/9/2018	9/20/2021	2.85	3.05010	5/9/2019	\$	8,120.55
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,932.50	\$	1,000,672.10	\$	(260.40)	3130AEX21	9/27/2018	9/27/2021	3.00	3.00000	3/27/2019	\$	7,808.22
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,806.70	\$	1,001,501.60	\$	694.90	3130AG2S3	3/27/2019	9/27/2021	2.65	2.65000	3/27/2019	\$	6,897.26
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,001,491.80	\$	1,004,342.20	\$	2,850.40	3130AG3R4	3/27/2019	9/27/2021	2.55	2.55000	3/27/2019	\$	6,636.99
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,004,208.20	\$	4,208.20	3134GTHJ5	4/18/2019	10/15/2021	2.50	2.49990	4/18/2019	\$	5,000.00
Federal Farm Credit bank	\$	2,000,000.00	\$	1,996,585.18	\$	2,032,785.80	\$	2,057,044.40	\$	24,258.60	3133EJK24	10/19/2018	10/19/2021	3.00	3.06000	4/19/2019	\$	11,835.62
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	2,009,416.00	\$	2,007,366.40	\$	(2,049.60)	3130AFAC1	10/25/2018	10/25/2021	3.17	3.17000	4/25/2019	\$	11,464.11
Federal Farm Credit bank	\$	2,000,000.00	\$	2,006,400.00	\$	2,006,400.00	\$	2,006,411.60	\$	11.60	3133EHP31	6/24/2019	11/2/2021	1.95	1.81023	6/24/2019	\$	641.10
Federal Home Loan Bank Bond	\$	500,000.00	\$	496,495.00	\$	496,495.00	\$	496,647.85	\$	152.85	3130AA2A5	6/21/2019	11/16/2021	1.57	1.86946	6/21/2019	\$	193.56
Federal Farm Credit bank	\$	1,000,000.00	\$	971,540.00	\$	981,874.90	\$	995,263.40	\$	13,388.50	3133EC4L5	1/9/2019	11/23/2021	1.61	2.64520	5/23/2019	\$	1,676.16

