



# City of Lewisville, TX

## City Council

### Agenda

151 W Church Street  
Lewisville, Texas 75057

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**Monday, February 18, 2019**

**6:30 PM**

**Council Chambers**

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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. [Court Survey Results](#)

### **Regular Session - 7:00 P.M.**

- A. **Invocation: Councilman Gilmore**
- B. **Pledge to the American and Texas Flags: Councilman Daniels**
- C. **Proclamation**

[Declaring February 21, 2019, as “PTA Day”](#)

### **D. Public Hearing**

- 1. [Public Hearing: Consideration an Ordinance Granting a Zone Change Request From General Business District \(GB\) to Old Town Center Business District \(OTC\); on an Approximately 0.303-Acre Tract of Land out of the J.W. King Survey, Abstract Number 696 and Located at 151 Elm Street; as Requested by RO Properties, the Property Owner \(Case No. PZ-2019-01-01\).](#)

### **ADMINISTRATIVE COMMENTS:**

The subject property at 151 Elm Street previously contained a laundromat which has been demolished. The property is under the same ownership and adjacent to 170 West Main Street, where a three-story mixed-use building is currently under

construction. The applicant envisions future development of this site, possibly including parking for the mixed-use structure at 170 W. Main Street. To further that development, the owner is requesting to rezone the property from General Business District (GB) to Old Town Center District (OTC). The proposed OTC zoning is in compliance with the 2003 Old Town Master Plan. The Planning and Zoning Commission recommended unanimous approval (7-0) on February 5, 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.*

2. [Approval of Amendment #1 of a Local Project Advance Funding Agreement with the Texas Department of Transportation Related to Construction and Funding of Aesthetic Improvements for the FM 407 Interchange at I-35; and Authorization for the City Manager to Execute the Agreement Amendment.](#)

**ADMINISTRATIVE COMMENTS:**

AGL Constructors, the design build developer for the I-35E Managed Lanes Project has completed the project including the FM 407 Interchange in Lewisville. The City and TXDOT entered into a Local Project Advance Funding Agreement in December 2014 defining state and local responsibilities regarding construction and funding of aesthetic improvements on I-35E at the FM 407 Interchange. TXDOT has accepted the I-35 Express project and requires an amendment to the LPAFA transferring maintenance responsibilities of the aesthetic enhancements at I-35 and FM 407 to the City of Lewisville.

**RECOMMENDATION:**

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

3. [Approval of a Professional Services Agreement with ML Clark Consulting, LLC, in the Amount of \\$89,000 for Design Services Related to the Leonard Street Reconstruction Project and Authorization for the City Manager to Execute the Agreement.](#)

**ADMINISTRATIVE COMMENTS:**

The project consists of replacing the existing asphalt roadway with a two-lane concrete roadway section, parallel parking, storm sewer improvements, water and sewer line replacements and installing sidewalks, street lights and street trees on both sides of the street. Staff has negotiated a professional services agreement with ML Clark Consulting, LLC in the amount of \$89,000 to include survey, design, and construction services. The improvements will be made along the section of Leonard Street between College Street and Walters Street including the Walters Street intersection. The timing of this project coincides with the multifamily development on the east side of Leonard, south of College Street, as ML Clark Consulting is also the civil engineer on that development. Funding is available in the Leonard Street 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.

4. [Approval of an Economic Development Agreement Between the City of Lewisville and Lizzie B Properties LLC to Obtain Ownership and Provide Public Easements for Portions of the Fire Sprinkler System Located at 143 and 139 W. Main Street and to Provide for the Installation of a Fence at 125 North Mill Street; and Authorization for the City Manager to Execute the Agreement.](#)

**ADMINISTRATIVE COMMENTS:**

In exchange for the city's ownership of the existing bulk main and riser assembly at 143 and 139 W. Main Street, along with all required public easements and the owner's installation of an open-concept fence at 125 N. Mill Street, the city has agreed to pay the owner the amount of \$35,291.

**RECOMMENDATION:**

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

**G. Regular Hearing**

5. [Consideration of a Variance to the Lewisville City Code Section 6-103 \(Access Management\) Regarding Driveway Spacing for National Indoor Storage Addition, Lot 1, Block A, Auto Master Addition; Located at 498 East State Highway 121 Business as Requested by David Norris, Foresite Group, on Behalf of National Indoor Storage I, LLC dba National Indoor RV Centers, the Property Owner.](#)

**ADMINISTRATIVE COMMENTS:**

The existing National Indoor RV Storage building is approximately 150,000 SF on an 11.7-acre lot. The developer is proposing to construct a new 49,990 square foot building. In addition, they will construct 52 spaces to park and display recreational vehicles and additional 227 spaces for customer and employee parking. The developer has also acquired additional land and will be replatting the property to expand the lot to 13.4 acres. The developer wishes to keep the existing driveway. The existing driveway does not meet City code requirements for driveway spacing on adjacent lots. The developer is asking for the following variance: a) to allow driveway spacing between adjacent lots to be less than 230 feet apart. An SUP was approved by City Council on August 6, 2018.

**RECOMMENDATION:**

That the City Council approve the variance as described in the caption above.

**AVAILABLE FOR QUESTIONS:**

David Salmon, PE, City Engineer

6. [Consideration of a Variance to the 1996 Castle Hills Agreement Section V\(2\) \(J\) Regarding a Required Right Turn Lane on All Approaches to Intersections when Four or Six Lane Streets Cross Related to Castle Hills AMR Retail Located at the Northwest Corner of Old Denton Road and FM 544, as Requested by Tareq El-Sadi, P.E. of Land Design, on Behalf of the Owner.](#)



**ADMINISTRATIVE COMMENTS:**

The subject property is located within Castle Hills in the City of Lewisville extra territorial jurisdiction (ETJ) and is to be developed in accordance with the 1996 Castle Hills Agreement. The subject property is being developed for a proposed 29,000 SF restaurant and retail strip center at the northwest corner of FM 544 (Parker Road) and FM 2281 (Old Denton Road). The 1996 Development Ordinance Section V(2)(J) requires that developers construct a turn lane at intersections where four or six lane streets cross. The developer has requested this requirement be waived at the intersection of FM 544 and FM 2281. The developer's engineer conducted a Traffic Impact Analysis at the request of City staff to show if a right turn lane at the intersection would be warranted. The results of the TIA show that the addition of a southbound right turn lane would have no impact to traffic operations; thus, a right turn lane is not warranted. Also, TxDOT's FM 544 roadway construction did not account for a turn lane at this corner.

**RECOMMENDATION:**

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

**AVAILABLE FOR QUESTIONS:**

David Salmon P.E., City Engineer

7. [Consideration of a Variance to Lewisville City Code, Chapter 4, Article X, Section 4-453 \(h\)\(1\) Fences, To Allow for Alternative Materials for a Proposed Fence located at 125 North Mill Street; and to Provide a Waiver of the \\$350.00 Variance Request Fee as Specified in Section 2-201, Fee Ordinance.](#)

**ADMINISTRATIVE COMMENTS:**

The applicant is proposing to construct a metal post and cable fence separating the subject property from the Wayne Ferguson Plaza alley. This type of construction will provide for visibility to the alley and rear façade of the buildings located on Main Street. The proposed construction does not meet the material requirement outlined in the fence ordinance, which means a variance is required. Furthermore, because this specific fence design is being required by a related economic development agreement, staff also requests a waiver of the variance fee.

**RECOMMENDATION:**

That the City Council approve the requested variance and fee waiver as set forth in the caption above.

**AVAILABLE FOR QUESTIONS:**

Tim Ippolito, Fire Marshal/Development Manager

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

\* [Quarterly Investment Report October 1, 2018 through December 31, 2018.](#)

\* [Legislative Update](#)

**I. 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.*

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

**K. 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.

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City Secretary

# Proclamation

**WHEREAS**, The Parent Teacher Association has a mission to make every child's potential a reality by engaging and empowering families and communities to advocate for all children; and

**WHEREAS**, PTA prides itself on being a powerful voice for all children, a relevant resource for families and communities, and a strong advocate for public education; and

**WHEREAS**, Membership in PTA is open to anyone who wants to be involved and make a difference for the education, health, and welfare of children and youth; and

**WHEREAS**, PTA is the largest volunteer child advocacy organization in the nation; and

**WHEREAS**, The Lewisville ISD Council of PTAs will recognize leaders and volunteers of the 60 local PTAs that serve schools in the 13 communities comprising Lewisville ISD during the annual Founders Day celebration, to be held on February 21, 2019.

**NOW, THEREFORE**, I, Rudy Durham, Mayor of the City of Lewisville, Texas and on behalf of the Lewisville City Council, do hereby proclaim February 21, 2019 as:

## "PTA Day"

in Lewisville, Texas, and applaud the PTAs in Lewisville ISD for their roles in engaging families and in working on behalf of all students and families.

**PROCLAIMED** this 18<sup>th</sup> day of February, 2019.

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Rudy Durham, Mayor  
City of Lewisville

## **MEMORANDUM**

**TO:** Donna Barron, City Manager  
**FROM:** Richard E. Luedke, Planning Director  
**DATE:** February 18, 2019  
**SUBJECT:** **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request from General Business District (GB) to Old Town Center Business District (OTC); on an Approximately 0.303-Acre Tract of Land out of the J.W. King Survey, Abstract Number 696 and Located at 151 Elm Street; as Requested by RO Properties, the Property Owner (Case No. PZ-2019-01-01).**

### **BACKGROUND**

The subject property at 151 Elm Street previously contained a laundromat which has been demolished. The property is under the same ownership and adjacent to 170 W Main Street, where a three-story mixed-use building is currently under construction. 151 Elm Street is currently zoned General Business District (GB). The Planning and Zoning Commission recommended unanimous (7-0) approval on February 5, 2019.

### **ANALYSIS**

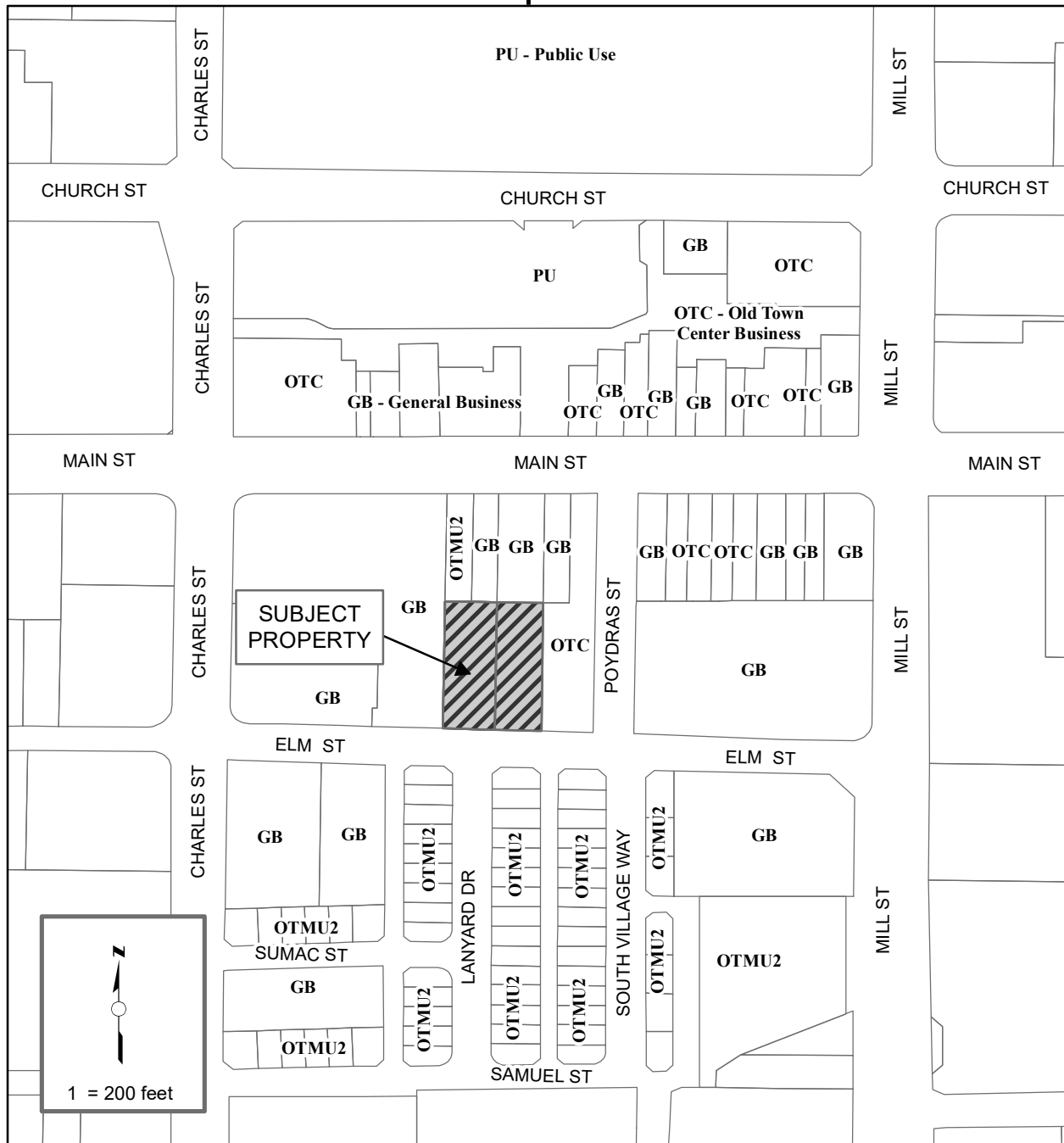
The property is surrounded by a mix of uses and zoning districts. Immediately to the north are buildings along West Main Street zoned Old Town Center District (OTC) and General Business District (GB). Across Elm Street to the south is the South Village single-family development, zoned Old Town Mixed Use 2 District (OTMU2). To the east and west are parking lots and office uses zoned GB.

The applicant envisions future development of the site, possibly including parking for the mixed-use structure at 170 W. Main Street. No plans have been submitted at this time. The proposed OTC zoning is in compliance with the 2003 Old Town Master Plan.

### **RECOMMENDATION**

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

# Location Map - 151 Elm St



**CASE NO. PZ-2019-01-01**

**PROPERTY OWNER:** RO PROPERTIES

**APPLICANT NAME:** RO PROPERTIES

**PROPERTY LOCATION:** 151 ELM STREET (0.303-ACRES) J.W. KING SURVEY, ABSTRACT NUMBER 696

**CURRENT ZONING:** GENERAL BUSINESS DISTRICT (GB)

**REQUESTED ZONING:** OLD TOWN CENTER BUSINESS DISTRICT (OTC)



# Aerial Map - 151 Elm St



**DRAFT MINUTES  
PLANNING AND ZONING COMMISSION  
FEBRUARY 5, 2019**

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**Item 1:**

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

Staff members present: Richard Luedke, Planning Director; Michele Berry, Planning Manager; Theresa Ernest, Planning Technician.

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**Item 5:**

Public Hearing Zoning & Special Use Permits were next on the agenda. There was one item for consideration:

- A. **Public Hearing:** Consideration of a Zone Change Request from General Business District (GB) to Old Town Center Business District (OTC); on an Approximately 0.303-Acre Tract of Land out of the J.W. King Survey, Abstract Number 696 and Located at 151 Elm Street; as Requested by RO Properties, the Property Owner. (Case No. PZ-2019-01-01)

Staff gave a brief overview of the proposed zone change request and recommended approval. Member James Davis asked for confirmation that the item had previously appeared before the Commission. Staff affirmed the zone change request appeared at the January 15, 2019, meeting and that this was a new public hearing. Chairman Green asked if any calls had been received from the public. Staff provided details on the calls received, expressing the concerns from neighboring property owners to maintain the current rear accessibility to their businesses from the subject property. Chairman Green then opened the public hearing. Alan Craig, 162 West Main Street, came forward. Alan stated his concerns with access to his property and mentioned issues with the construction scaffolding on 170 West Main Street. With no one else coming forward to speak, the public hearing was then closed. Chairman Green asked staff if it would be possible for the Commission to assess the access problems mentioned. Staff answered that there was no way to enforce access with the zone change request but at the plat and site plan process, staff will evaluate any future developments with public comments in mind. A motion was made by James Davis to approve the zone change request. The motion was seconded by Alvin Turner. The motion passed unanimously (7-0). Staff indicated the item would appear before the City Council on Monday, February 18<sup>th</sup>, for a second public hearing and final decision.

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## **SECTION 17-22. - "GB" GENERAL 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) Any use permitted in district "LC" as regulated in said district.
  - (2) Auto, boat, motorcycle, recreational vehicle or mobile home display, sales (outdoor) and/or repair (SUP required)
  - (3) Bakeries.
  - (4) Building material sales with outside storage or display, including lumber yards (SUP required).
  - (5) Business or commercial schools.
  - (6) Clinic, medical and dental, and professional offices.
  - (7) Carpentry, painting, plumbing or tinsmithing shop fully enclosed within a building.
  - (8) Cleaning, laundry and dyeing plants fully enclosed within a building.
  - (9) Creamery, ice cream manufacturing and dairy operations fully enclosed within a building.
  - (10) Farm implement display and sales room. (outdoor) (SUP required).
  - (11) Hotels, motels and inns.
  - (12) Mortuaries with or without crematoriums. (SUP required).
  - (13) Office buildings.
  - (14) Pet shops, retail, fully enclosed within a building.
  - (15) Printing, engraving and newspaper plants, fully enclosed within a building.
  - (16) Radio or television broadcasting station or studio with broadcasting towers (SUP required).
  - (17) Retail stores, fully enclosed within a building.
  - (18) Veterinarian or animal hospital with outdoor kennel or exercise runs (SUP required).
  - (19) Bowling alley and other commercial amusement (indoor) uses, fully enclosed within a building.
  - (20) Church worship facilities.
  - (21) Uses similar to the above mentioned permitted uses, provided activities conducted wholly inside a building and observe the requirements of all city ordinances.
  - (22) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (23) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Open storage shall be considered an accessory use but no more than ten percent (10%) of the platted lot may be used for outside storage, including access and maneuvering areas for moving the stored items.
  - (24) Dwelling units of 850 square foot minimum size when located over a retail, restaurant or similar use on the first floor (SUP required).
  - (25) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (27) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
  - (28) Commercial amusement, outdoor (SUP required).
  - (29) Drive-in theater (SUP required).
  - (30) Flea market, outdoor (SUP required).
  - (31) Helipad, helistop or landing strip (SUP required).
  - (32) Kennels with outdoor runs (SUP required).
  - (33) Nightclub, bar. (SUP required).
  - (34) Brewery, distillery, or winery.
  - (35) Hotels, motels and inns with rooms containing a cooktop or oven (SUP required).
- (b) *Height.* No building shall exceed in height the width of the street on which it faces plus the depth of the front yard. On a lot adjoining a residential district, no building shall exceed forty-five (45) feet in height, except that this height may be increased up to the maximum of twelve (12) stories or one hundred eighty (180) feet at the rate of two (2) feet of additional height for each one (1) foot of additional setback from required yard lines. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.
- (c) *Area.*

(1) *Size of yards.*

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

(2) *Reserved.*

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

## **SECTION 17-22.6 - "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.
  - (5) Church worship facilities.
  - (6) Clinic, medical and dental, and related professional offices.
  - (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.
  - (9) Dry cleaning and laundry services.
  - (10) Hotels, motels and inns.
  - (11) Professional offices.
  - (12) Restaurants.
  - (13) Veterinarian or animal clinic provided that no kennel or exercise runway shall be located outside the building.
  - (14) Video rental stores and movie theaters.
  - (15) 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.
  - (16) Non-accessory dwelling units of 650 square foot minimum size when located over a retail, restaurant or similar use on the first floor.
  - (17) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (18) Uses similar to the above mentioned permitted uses; provided activities conducted observe the requirements of all city ordinances.
  - (19) Bed and breakfast establishments (SUP required).
  - (20) Bar (SUP required).
  - (21) Hotels, motels and inns with rooms containing a cooktop or oven (SUP required).
- (b) *Height.* No building shall exceed a maximum height of three (3) stories or forty-five (45) feet excluding parapet walls. 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.

This Section (Office Use Only)		
Case:		
PZ:		CC:
Sign/s Picked Up By:		



**LEWISVILLE**  
Deep Roots. Broad Wings. Bright Future.

**ZONE CHANGE  
APPLICATION**

Owner/s (name): <u>Randy Owens</u>	
Company Name: <u>RO Properties</u>	
Mailing Address: <u>PO Box 338, Lewisville, 75047</u>	
Work #: <u>972-971-6458</u>	Cell #: <u>972-971-6458</u>
E-Mail: <u>whettington@nbreadymix.com</u>	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): <u>Randy Owens</u>	Date: <u>1-7-19</u>
Printed Name: <u>Randy Owens</u>	

Applicant/Agent (name): <u>Walt Hettington</u>	
Company Name: <u>RO Properties</u>	
Mailing Address: <u>PO Box 338, Lewisville, 75047</u>	
Work #: <u>972-971-6458</u>	Cell #: <u>972-971-6458</u>
E-Mail: <u>whettington@nbreadymix.com</u>	
Applicant/Agent Signature <u>Walt Hettington</u>	Date: <u>1-7-19</u>
Printed Name: <u>Walt Hettington</u>	

Current Zoning: <u>GB</u>	Requested Zoning: <u>OTC</u>	Acres: <u>0.303</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>0.303 acres out of the JW King Survey, Abstract 696</u>		
Address/Location: <u>151 Elm Street</u>		

Application and Sign Fees:

	Less than 1/2 acre	\$ 150.00
	1/2 acre up to 4.99 acres	\$ 250.00
	5 acres up to 24.99 acres	\$ 400.00

	25 acres up to 49.99 acres	\$ 750.00
	50 acres up to 99.99 acres	\$1,000.00
	100 acres and more	\$1,500.00

Qty: _____	<b>Zone Change Signs - \$35 each.</b> 1 sign required for each 5 acres (max. 5 per site)	\$ _____
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**Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.**

<b>Amount Due</b> (application & sign fee)	\$ _____
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LEWISVILLE  
Deep Roots. Broad Wings. Bright Future.

**REQUIRED:**

Fully describe the plans for the property

Clean up and maintain as a parking area  
for 1-2 years. Then develop something cool!

**NOTE:**

Items must be staff approved and deemed complete before they will be placed on an agenda.

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

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING AN APPROXIMATELY 0.303-ACRE TRACT OF LAND OUT OF THE J.W. KING SURVEY, ABSTRACT NO. 696; LOCATED AT 151 ELM STREET, FROM GENERAL BUSINESS DISTRICT (GB) ZONING TO OLD TOWN CENTER BUSINESS DISTRICT (OTC) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING FOR A REPEALER, SEVERABILITY, A PENALTY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that rezoning of the approximately 0.303-acre property described in the attached Exhibit “A” (the “Property”) be **approved**, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Lewisville, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and,

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

light and air; the effect on the overcrowding of the land; the effect of the concentration on population; the effect on the transportation, water, sewerage, schools, parks and other public facilities; and,

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

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

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

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

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

**SECTION 1.** The Zoning Ordinance of the City of Lewisville, Texas, be, and the same is hereby amended and changed in that the zoning of the Property is hereby changed to **OLD TOWN CENTER BUSINESS DISTRICT (OTC) ZONING.**

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

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

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

**SECTION 5.** This Ordinance shall be cumulative of all other ordinances of the City of Lewisville, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances,



except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this Ordinance.

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

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

**SECTION 8.** 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 9.** The fact that the present Zoning Ordinance and regulations of the City of Lewisville, Texas are inadequate to properly safeguard the health, safety, peace and general welfare of the inhabitants of the City of Lewisville, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this Ordinance shall become effective from and after the date of its passage and approval and publication, as the law in such cases provides, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 18TH DAY OF FEBRUARY, 2019.**

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

**Page 5**

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Julie Worster, CITY SECRETARY

**APPROVED AS TO FORM:**

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

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

**Page 6**

Exhibit A  
Property Description

## EXHIBIT "A" LEGAL DESCRIPTION

File No.: 01128-46453

**BEING** all that certain lot, tract or parcel of land situated in the J.W. King Survey, Abstract Number 696, City of Lewisville, Denton County, Texas, and being all those first and second tracts described by deed to Ernest A. Heath and Alice M. Heath, as recorded in Volume 776, Page 396, of the Deed Records of Denton County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set in a tree stump for corner being the northwest corner of the herein described tract, same being the southwest corner of a tract of land described by deed to RO Properties, Ltd., recorded under Instrument Number 2016-140480, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), same being in the east line of a tract of land described as Tract I by deed to Victor Ballas, recorded under Instrument Number 2014-31544, O.P.R.D.C.T., from which a 2 inch iron pipe found for the northwest corner of said RO Properties tract bears North 00 degrees 50 minutes 35 seconds West at 132.00 feet;

**THENCE** North 89 degrees 20 minutes 28 seconds East, passing at 25.00 feet the southeast corner of said RO Properties tract, and passing at 50.00 feet a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being the southeast corner of a tract of land described by deed to Jack O. Galbraith and Ruby Galbraith, recorded in Volume 493, Page 485, D.R.D.C.T., same point being the southwest corner of a tract of land described by deed to Lewisville Community Theatre/Poco Mas Players, Inc., recorded under County Clerk's File Number 96-67926, Real Property Records, Denton County, Texas (R.P.R.D.C.T.), continuing on for a total distance of 100.00 feet to a 1/2 inch iron rod found for corner being the northeast corner of said Heath first tract, same point being a northwest corner of a tract of land described by deed to Majid Karimi and Fariba Karimi, recorded under County Clerk's File Number 98-3976, R.P.R.D.C.T.;

**THENCE** South 00 degrees 50 minutes 35 seconds East, with the west line of said Karimi tract, a distance of 132.00 feet to a 1/2 inch iron rod found for corner being in the north right-of-way line of Elm Street, same point being the southwest corner of said Karimi tract;

**THENCE** South 89 degrees 20 minutes 28 seconds West, with the north right-of-way line of said Elm Street, passing at 50.00 feet a 1/2 inch iron rod with red cap stamped "G&A" found for the southwest corner of said Heath first tract, continuing on for a total distance of 100.00 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being in the east line of said Ballas tract;

**THENCE** North 00 degrees 50 minutes 35 seconds West, with the east line of said Ballas tract, a distance of 132.00 feet to the **POINT OF BEGINNING** and containing 0.303 acre of land, more or less.

## **MEMORANDUM**

**TO:** Donna Barron, City Manager

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

**VIA:** Eric Ferris, Assistant City Manager

**DATE:** February 18, 2019

**SUBJECT:** **Approval of Amendment #1 of a Local Project Advance Funding Agreement with the Texas Department of Transportation Related to Construction and Funding of Aesthetic Improvements for the FM 407 Interchange at I-35; and Authorization for the City Manager to Execute the Agreement Amendment.**

### **BACKGROUND**

AGL Constructors, the design build Developer for the I-35E Managed Lanes Project has completed the project including the FM 407 Interchange in Lewisville. The City and TXDOT entered into a Local Project Advance Funding Agreement in December 2014 defining state and local responsibilities regarding construction and funding of aesthetic improvements on I-35E at the FM 407 Interchange as per plans designed by Parsons - Brinkerhoff (now WSP). TXDOT has accepted the I-35 Express project and requires an amendment to the LPAFA transferring maintenance responsibilities of the aesthetic enhancements at I-35 and FM 407 to the City of Lewisville.

### **ANNALYSIS**

Aesthetic improvements incorporated into the design and construction of the interchange at FM 407 at I-35 include texturized colored sidewalks, retaining walls and abutment walls, decorative lighting, sign posts and banner poles, raised planters and landscaping. City staff determined the subject improvements were constructed per approved plans previously prepared by Parsons – Brinkerhoff for the City and provided concurrence to TXDOT. The City of Lewisville's total fixed cost share to construct aesthetic improvements at the FM 407 interchange including construction items and direct state costs was \$1,494,776.00 per the original agreement. Of the fixed cost, Denton County reimbursed the City for 80% of it per the City's interlocal agreement with Denton County. As TXDOT has accepted the I-35 E Managed Lanes Project, they propose to transfer maintenance of the aesthetic enhancements to the City as was originally anticipated.

### **RECOMMENDATION**

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

CSJ #: 0196-02-114; 0196-02-120  
District #: 18-Dallas  
Code Chart 64 #: 24500  
Project: IH 35E  
Limits: at FM 407 Interchange in City of Lewisville  
County: Denton

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the City of Lewisville, acting by and through its duly authorized officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed an agreement on December 22, 2014 to effectuate their agreement to provide a fixed contribution towards the construction costs to construct aesthetic improvements to include texturized colored sidewalks; retaining walls and abutment walls; specialized light poles and sign posts; lighting and banner poles; raised planters and landscaping items on IH 35E along FM 407 Interchange in the City of Lewisville; and,

**WHEREAS**, it has become necessary to amend that agreement to have the Local Government responsible for the maintenance of the Project;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

**A. Article 3, Payment of Funds** of the original Agreement is deleted in its entirety and replaced with:

**3. Payment of Funds**

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project. If after final Project accounting excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

**B. Article 9, Increased Cost** of the original Agreement is deleted in its entirety and replaced with:

**9. Increased Cost**

Increased cost of the Project will be under the conditions as provided in **Attachment A-1, Payment Provision and Work Responsibilities** of this Agreement.

**C. Article 10, Maintenance** of the original Agreement is deleted in its entirety and replaced with:

**10. Maintenance**

Project maintenance will be under the conditions as provided in **Attachment A-1, Payment Provision and Work Responsibilities** of this Agreement.

CSJ #: 0196-02-114; 0196-02-120  
District #: 18-Dallas  
Code Chart 64 #: 24500  
Project: IH 35E  
Limits: at FM 407 Interchange in City of Lewisville  
County: Denton

**D. Attachment A, Payment Provision and Work Responsibilities** of the original Agreement is deleted in its entirety and replaced with:

**Attachment A-1, Payment Provision and Work Responsibilities** which is attached and made part of this Agreement.

**E.** All references to "**Attachment A**" in the original agreement are deleted in their entirety and replaced with "**Attachment A-1**".

All other provisions of the original contract are unchanged and remain in full force and effect.

## **2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

### **THE LOCAL GOVERNMENT – CITY OF LEWISVILLE**

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

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

### **THE STATE OF TEXAS**

By: \_\_\_\_\_  
Mohamed K. Bur, P.E.  
Dallas District Engineer  
Texas Department of Transportation

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

CSJ #: 0196-02-114; 0196-02-120  
District #: 18-Dallas  
Code Chart 64 #: 24500  
Project: IH 35E  
Limits: at FM 407 Interchange in City of Lewisville  
County: Denton

**Attachment A-1**  
**PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government will contribute a fixed amount of **\$1,494,776** to the State for the State to construct aesthetic improvements to include texturized colored sidewalks; retaining walls and abutment walls; specialized light poles and sign posts; lighting and banner poles; raised planters and landscaping items on IH 35E along FM 407 Interchange in the City of Lewisville. The State will perform the work and responsible for Project cost overruns.

**Increased Cost**

The total amount of Local Government participation shall not exceed the Local Government fixed contribution. The State will be responsible for the Project cost overruns.

**Project Maintenance by the Local Government**

Upon completion of the Project by the State, the Local Government will assume responsibility for the cost and overruns associated with the maintenance of the Project to include the repair, replacement, repainting and/or other required or needed maintenance work of the aesthetic improvements to include texturized colored sidewalks; retaining walls and abutment walls; specialized light poles and sign posts; lighting and banner poles; raised planters and landscaping items on IH 35E along FM 407 Interchange in the City of Lewisville.

Upon written notification and approval by the State, the Local Government shall maintain the Project in accordance with applicable State roadway maintenance manuals and standards.

**Construction**

The State is responsible to ensure that all construction items of work for the Project are completed in accordance with the approved plans and specifications.



January 7, 2015

Mr. David Salmon, P.E.  
City Engineer  
City of Lewisville  
P.O. Box 299002  
Lewisville, TX 75057

RE: CSJ: 0196-02-114; 0196-02-120  
Project: IH 35E  
Limits: at FM 407 Interchange  
Aesthetic Improvements

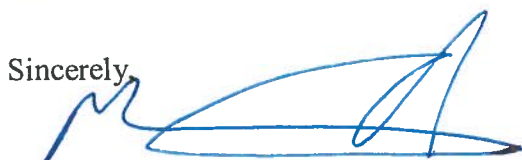
Dear Mr. Salmon,

Attached for your use is a fully executed original Local Project Advance Funding Agreement (LPAFA) between the Texas Department of Transportation and the City of Lewisville for the aesthetic improvements along IH 35E at FM 407 Interchange.

As outlined in the Agreement, please remit a check or warrant in the fixed amount of \$1,494,776 payable to the Texas Department of Transportation Trust Fund for the City's funding share toward the project construction cost.

If you have any project related questions, please contact Mr. Varuna Singh, P.E. at 214-483-7600 and for contract related questions contact Ms. Polita Fleming at 214-320-4424.

Sincerely,



Mohamed K. Bur, P.E.  
Director  
Transportation Planning and Development  
Dallas District

Attachment

MAP

CC: Varuna Singh, P.E. – SPD – DFW/SPO  
Nancy Cline, P.E. – Denton Area Office

✓ Project File

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

*An Equal Opportunity Employer*

CSJ #: 0196-02-114; 0196-02-120  
District #: 18 - Dallas  
Code Chart 64 #: 24500  
Project: IH 35E  
Limits: at FM 407 Interchange in City of Lewisville

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR  
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH**

**ON-SYSTEM**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the City of Lewisville, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Texas Transportation Commission Minute Order Numbers 113473 and 113526 authorize the State to undertake and complete a highway improvement generally described as to construct an Interchange and reconstruct mainlanes on IH 35E at FM 407 in the City of Lewisville; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by providing a fixed contribution towards the construction costs to construct aesthetics improvements to include texturized colored sidewalks, retaining walls and abutment walls; specialized light poles and sign posts; lighting and banner poles; raised planters and landscaping items on IH 35E along FM 407 Interchange in the City of Lewisville, called the "Project"; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

**AGREEMENT**

CSJ #: 0196-02-114; 0196-02-120  
District #: 18 - Dallas  
Code Chart 64 #: 24500  
Project: IH 35E  
Limits: at FM 407 Interchange in City of Lewisville

**1. Time Period Covered**

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

**2. Project Funding and Work Responsibilities**

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

**3. Payment of Funds**

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

**4. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

**5. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

**6. Responsibilities of the Parties**

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

**7. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by

CSJ #: 0196-02-114; 0196-02-120  
District #: 18 - Dallas  
Code Chart 64 #: 24500  
Project: IH 35E  
Limits: at FM 407 Interchange in City of Lewisville

hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

**9. Increased Cost**

Increased cost will be under the conditions as provided for in the MAFA, without exception.

**10. Maintenance**

Project maintenance will be under the conditions as provided for in the MAFA, without exception.

**11. Termination**

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**12. Notices**

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
City Manager City of Lewisville 151 West Church Lewisville, Texas 75057	Director of Contract Services Office Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

**13. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**14. Amendments**

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

CSJ #: 0196-02-114; 0196-02-120  
District #: 18 - Dallas  
Code Chart 64 #: 24500  
Project: IH 35E  
Limits: at FM 407 Interchange in City of Lewisville

**15. Incorporation of Master Agreement Provisions**

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

**16. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**17. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**18. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF LEWISVILLE

By: 

DONNA BARRON  
City Manager

Date: 12-1-14

THE STATE OF TEXAS

By: 

James K. Selman, P.E.  
Dallas District Engineer  
Texas Department of Transportation

Date: 12/22/14

CSJ #: 0196-02-114; 0196-02-120  
 District #: 18 - Dallas  
 Code Chart 64 #: 24500  
 Project: IH 35E  
 Limits: at FM 407 Interchange in City of Lewisville

**Attachment A**  
**PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The Local Government will provide a fixed contribution of \$1,494,776 towards the cost to construct aesthetics improvements to include texturized colored sidewalks, retaining walls and abutment walls; specialized light poles and sign posts; lighting and banner poles; raised planters and landscaping items on IH 35E along FM 407 Interchange in the City of Lewisville. The Local Government's fixed contribution for this improvement includes construction items and direct state costs.

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation (Fixed)	
		%	Cost	%	Cost	%	Cost
Construction (by State)	\$1,299,805	0%	\$0	0%	\$0	100%	\$1,299,805
Direct State Cost @15%	\$194,971	0%	\$0	0%	\$0	100%	\$194,971
Indirect State Cost @5.94%	\$77,208	0%	\$0	100%	\$77,208	0%	\$0
TOTAL	\$1,571,984		\$0		\$77,208	(Fixed)	\$1,494,776

Total Local Government Participation = \$1,494,776 (fixed)

Total Payment by the Local Government to the State on full execution of this Agreement = \$1,494,776 (fixed)



SUBJECT  
AREA

INTERSTATE  
35E

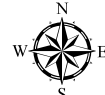
DCTA

FM 407

LAKE PARK ROAD

FRANKLIN

SUMMIT



1" = 400'

LOCATION MAP  
FOR  
I-35-E AT  
FM 407 INTERCHANGE



















CITY  
OF  
LEWISVILLE

LAKE PARK →

LLELA →

GOLF  
COURSE →



## **MEMORANDUM**

**TO:** Donna Barron, City Manager

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

**VIA:** Eric Ferris, Deputy City Manager

**DATE:** February 18, 2019

**SUBJECT:** **Approval of a Professional Services Agreement with ML Clark Consulting, LLC, in the Amount of \$89,000 for Design Services Related to the Leonard Street Reconstruction Project and Authorization for the City Manager to Execute the Agreement.**

### **BACKGROUND**

The project consists of replacing the existing asphalt roadway with a two-lane concrete roadway section, parallel parking, storm sewer improvements, water and sewer line replacements and installing sidewalks, street lights and street trees on both sides of the street. Staff has negotiated a professional services agreement with ML Clark Consulting, LLC in the amount of \$89,000 to include survey, design, and construction services. The improvements will be made along the section of Leonard Street between College Street and Walters Street including the Walters Street intersection.

The timing of this project coincides with the multifamily development on the east side of Leonard, south of College Street, as ML Clark Consulting is also the civil engineer on that development.

### **ANALYSIS**

In October 2018 the City Council approved an economic development agreement with Trinsic Acquisition Company to develop a \$45 million project consisting of 315 multifamily units and a 550-space parking garage by December 2022 on the tract east of Leonard, west of Railroad Street, south of College Street and north of Walters.

As part of the agreement, Trinsic agreed to pay for their proportionate share of the Leonard Street improvements by contributing \$125,000 and another \$25,000 for drainage improvements. To ensure a smooth and expedited transition for roadway design that meets the civil plans for the Trinsic development, staff is working directly with ML Clark Consulting for the Leonard Street improvements.

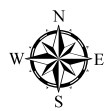
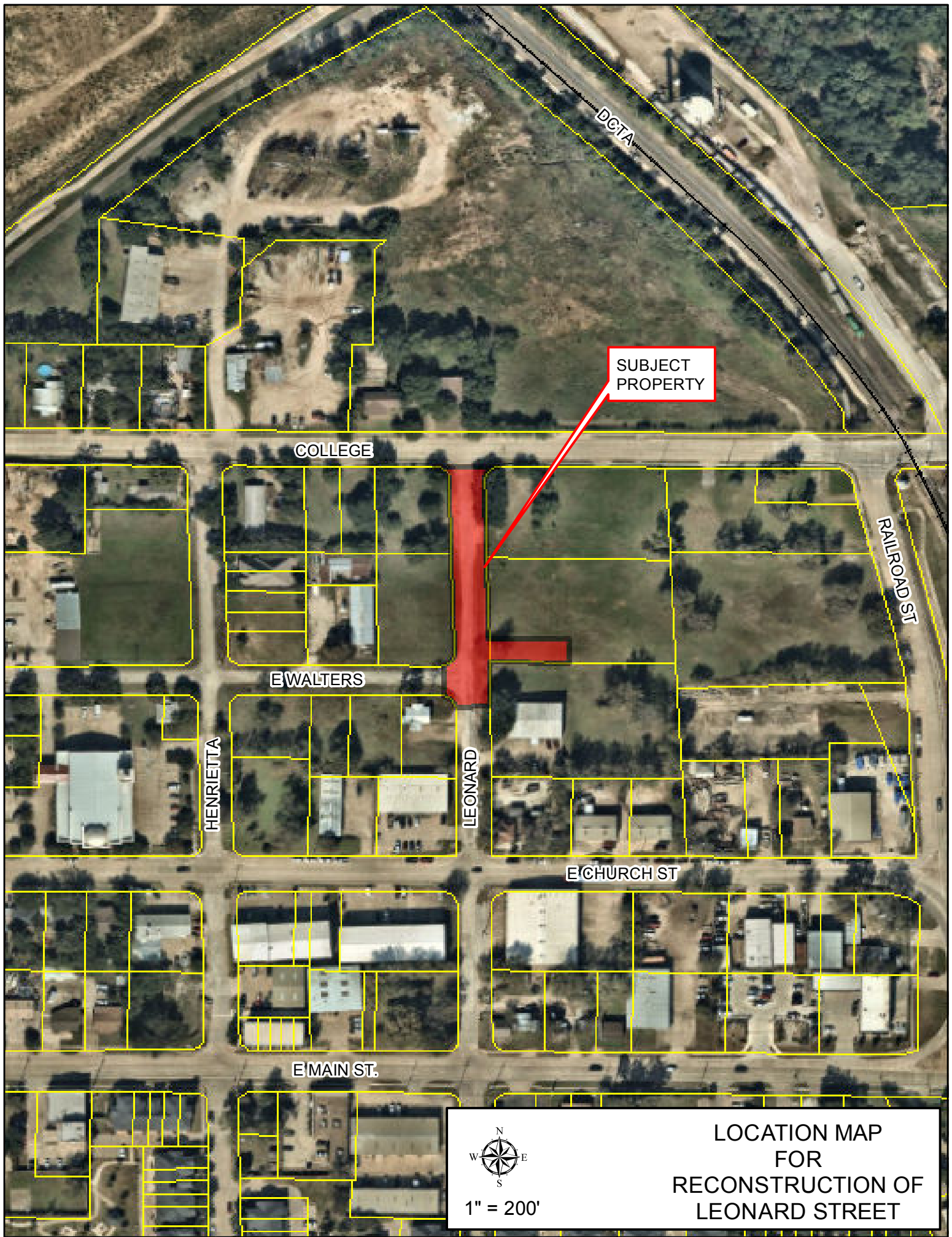
City staff has negotiated a Professional Services Agreement with ML Clark Consulting, LLC in the amount of \$89,000 to include survey, design and construction services. Design funding is available in the Capital Project accounts. Design will take four to six months from the time of

Subject: ML Clark Consulting, LLC PSA  
February 18, 2019  
Page 2

notice to proceed and is exclusive of City staff review time. Street construction should take no more than 6 months and will be completed simultaneously with the Trinsic development.

**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.



1" = 200'

LOCATION MAP  
FOR  
RECONSTRUCTION OF  
LEONARD STREET

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**Leonard Street from College Street to Walters Street & Miscellaneous**  
**Paving, Storm Drainage, Water and Sanitary Sewer Improvements**

The City of Lewisville, Texas (the “City”), hereby engages ML Clark Consulting, LLC (the “Consultant”), to perform professional services in connection with the preparation of construction plans for Leonard Street from College Street to Walters Street (Paving, Drainage, Water and Sewer) and Miscellaneous Storm Drainage, Water and Sanitary Sewer Improvements (the “Project”).

**I. PROJECT.** The Project is described as follows:

- A.** Leonard Street: Remove approximately 500 linear feet of existing asphalt pavement and replace with concrete pavement along with replacing the existing water and installing storm drainage and sanitary sewer in Leonard Street from College Street to Walters Street. The proposed roadway section will be two (2) 11- foot lanes with parallel parking, sidewalks, street lights, trees and landscape irrigation located on both sides. The roadway will be located in the center of 60 feet of right-of-way.
- B.** Public Drive/Pedestrian Connection: Install approximately 280 linear feet of concrete pavement along with storm drainage in the Walters Street right-of-way located east of Leonard Street. The proposed roadway section will be 26-foot wide.
- C.** Storm Drainage:
  - 1. Install approximately 350 linear feet of storm drainage from Railroad Street to the east end of the Walters Street (east of Leonard Street). Approximately 90 linear feet will be located across the D.A.R.T. Tract (located along the west side of Railroad Street from College Street to Main Street) and approximately 260 linear feet will be located across the Multifamily Tract (located at the southeast corner of College Street and Leonard Street).
  - 2. Install approximately 90 linear feet of storm drainage across the D.A.R.T. Tract from Railroad Street to the Multifamily Tract.
  - 3. Install approximately 50 linear feet in College Street to the Multifamily Tract.
- D.** Sanitary Sewer: Install two (2) sanitary sewer lines in College Street to the Multifamily Tract.
- E.** Water: Install two (2) water lines in College Street to the Multifamily Tract.

**II. SCOPE OF SERVICES.**

Consultant will provide the following services and deliverables for the Project:

- A.** Prepare construction plans (30%, 60%, 90%, and final) for review, bidding, and construction, inspection and record keeping in accordance with the City.



- B.** Process plans through the City.
- C.** Provide topographic design survey.
- D.** Permitting from the Texas Department of Licensing and Regulations (TDLR) for sidewalks and curb ramps.
- E.** Assist the City through the bidding phase.
- F.** Assist the City through the Construction Phase (does not include site observation).

Attachment “B” – Services contains a more detailed description of services to be provided by Consultant for the Project and is hereby included in this Professional Services Agreement by reference.

### **III. COMPENSATION.**

The total fee agreed to for all described services and deliverables is **\$ 89,000.00**.

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

- IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including 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 "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.

- IX. 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. ADVERTISING.** Consultant shall not advertise or publish, without the City's prior consent, the fact that the Consultant has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- XII. 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.
- XIII. 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.
- XIV. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- XV. 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.
- XVI. 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.

**XVII. 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.

**XVIII. 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.

**XIX. 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](http://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.

**XX. 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.

**XXI. 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.

**XXII. 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.

**XXIII. 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: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_  
Julie Worster

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

**CITY OF LEWISVILLE**  
151 West Church Street

Lewisville, Texas 75057

**APPROVED AS TO FORM:**

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Lizbeth Plaster, City Attorney

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS** **ENGINEERING/ARCHITECTURE PROJECTS**

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 claim - \$1,000,000 Aggregate.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

**D. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
  - b. The vendor's insurance coverage shall be primary 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 canceled or non-renewed by either party, 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 “B” – Services**

### **Construction Plans for Leonard Street from College Street to Walter Street & Miscellaneous Paving, Storm Drainage, Water and Sanitary Sewer Improvements**

#### **1. BASIC SERVICES:**

##### **A. CONCEPTUAL DESIGN (30% Submittal)**

1. Plot existing topographic features including existing pavement and utilities (marked via Texas One Call and from record drawings) on a roll plot plan sheet (1"=20' horizontal).
2. Provide roll plot (hard copy and electronic PDF copy) of 30% plan view only of the proposed roadway paving and sidewalk design as well as new storm drainage, water and sanitary sewer.
3. Provide typical roadway section(s).
4. Provide an opinion of probable construction costs.

##### **B. PRELIMINARY DESIGN (60% & 90% Submittals)**

1. Plot existing topographic features including pavement and utilities on plan and profile sheets (1"=20' horizontal and 1"=5' vertical).
2. Provide general notes sheet.
3. Provide typical roadway section(s).
4. Provide horizontal and vertical control per the City's guidelines.
5. Provide pavement removal plan.
6. Provide plan and profile drawings for Leonard Street showing existing and proposed top of curbs.
7. Provide drainage area map.
8. Provide drainage calculations.
9. Evaluate the existing storm drainage system based on current design criteria.
10. Provide storm drainage plan and profile sheets (1"=20' horizontal and 1"=5' vertical).
11. Provide water line plan sheets (1"=20' horizontal).
12. Provide sanitary sewer line plan and profile sheets (1"=20' horizontal and 1"=5' vertical).
13. Provide paving details (use City standard details).
14. Provide sidewalk and BFR details (use City or TxDOT standard details). If the BFR at an intersection is unique than a plan sheet will be created.
15. Provide storm drainage details (use City standard details).
16. Provide water details (use City standard details).
17. Provide sanitary sewer details (use City standard details).
18. Provide roadway cross sections on 50-foot intervals, center of all streets and center of all drives.

19. Prepare erosion control plan. (The Stormwater Pollution Prevention Plan, NOI & NOT will be prepared by the City).
20. Prepare landscape plan (1"=20' horizontal).
21. Prepare street light plan (1"=20' horizontal).
22. Prepare signage and pavement marking plans per the TMUTCD for 90% submittal
23. Provide one (1) half-size set and electronic PDF copy of preliminary construction plans at 60% and 90% for City staff review and comments.
24. Prepare opinion of probable cost based on 60% and 90% preliminary design.
25. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.
26. Maintain contact with the City personnel during the project design.

#### **C. FINAL DESIGN (100%)**

1. Incorporate City's 90% review comments into pre-final design.
2. Develop any necessary additional design details.
3. Develop final quantities and prepare summary sheets. Determine opinion of probable construction cost based upon final design.
4. Provide one (1) half-size set and electronic PDF copy of pre-final construction plans and opinion of probable construction costs to City staff for final review.
5. Incorporate City review comments of final design.
6. Submit final signed and sealed plans to the City.

#### **D. BIDDING PHASE**

1. City will advertise the project for bid.
2. Bidders will pick up plans and specifications at the City.
3. Attend pre-bid conference at the City offices.
4. Provide answers to questions that may arise at the pre-bid conference. Prepare and issue addendum(s), if needed.

#### **E. CONSTRUCTION PHASE**

1. Attend the pre-construction meeting at the City offices.
2. Provide responses to requests for information (RFI) or clarification to the City or contractor (up to 8 hours of Project Manager and Project Engineer time included).
3. Attend one (1) site visit per month during construction (estimate 6 months).
4. Prepare record drawings, incorporating changes provided by the Contractor and known variations to provide the City the best possible set of record drawings. The final record drawings shall be furnished on one (1) full size set and one electronic PDF copy.

## **2. SPECIAL SERVICES:**

### **SURVEY FOR DESIGN:**

Consultant proposes to provide survey services for the design of the project:

- A standard topographic survey will be performed within the subject area. The survey will include pavement, fence, retaining walls, gate locations, landscape edgings, trees, street crowns, utility boxes (including water meters, clean outs, franchise utility boxes, etc.), water valve boxes, power poles, guy wires, storm drainage inlet and manhole flowline elevations, sanitary sewer manhole flowline elevations.
- Provide owner information on the plans for each parcel or lot.
- Show approximate lot line information based on Denton County Tax records.
- The approximate location of the relevant property and right-of-way lines will be shown for reference purposes only. The lines will be tied to limited property corner monumentation. Lot numbers and addresses will be provided; owners will not.
- Pavement crosses section spaced at 50'.
- Make a reasonable effort to request Texas One Call to completely mark underground utilities within the project limits. However, we do not accept responsibility for unresponsiveness by Texas One Call or locating utilities not marked by Texas One Call.
- Survey control for construction. Monuments will be iron rods or 'x' cuts in concrete.
- Surveyor will utilize City of Lewisville control monuments.

### **TDLR PERMITTING:**

Consultant shall prepare applications to the Texas Department of Licensing and Regulations (TDLR). After construction the Consultant will notify TDLR of completion date. Consultant will address questions or issues by TDLR as a result of review and inspection.

## **3. ADDITIONAL SERVICES**

- A. Easements.
- B. Roadway pavement design or subgrade recommendations.
- C. Resetting disturbed control points for construction.
- D. Locating utilities not marked by Texas One Call.
- E. Opening City manholes that are bolted shut.
- F. Providing survey control or ROW monuments other than iron rods.
- G. Construction staking.
- H. Signal design or pull box/ wiring relocation at intersections.
- I. Full time construction inspection.
- J. Internal inspection of sanitary sewer lines.
- K. Trench excavation safety plan.

- L. Review of Contractor's monthly and final payment requests and preparation of monthly pay estimates.
- M. Prepare Change Orders or Addendums (unless to correct error on plans).
- N. Structural design, including walls.
- O. Public Meetings.
- P. Deed Research.
- Q. Environmental investigation.
- R. Title searches, boundary surveys, or property surveys.
- S. On-site safety.
- T. SWP3 – Review fees, NOI, NOT, & BMO's inspections during construction.

#### **4. TIME OF COMPLETION:**

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. 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 day following receipt of a written authorization.

**Time Line** -the following items of work shall be completed with the time line indicated.

- A. Complete/furnish 30% conceptual design plans: 42 calendar days from completed topographic.
- B. Complete/furnishing 60% preliminary plans: 28 calendar days from completed 30% conceptual plans, excluding City review time.
- C. Complete/furnishing 90% preliminary plans: 28 calendar days from completed 60% preliminary plans, excluding City review time.
- D. Complete/furnishing pre-final plans: 15 calendar days from completed 90% preliminary plans, excluding City review time.
- E. Complete/furnishing final plans: 15 calendar days from completed pre-final plans, excluding City review time.
- F. Bidding and construction services shall correspond to City's schedule and construction.
- G. Closure: 60 days from the date of construction completion.

**END OF ATTACHMENT "B"**

**TO:** Donna Barron, City Manager

**FROM:** Tim Ippolito, Development Manager/Fire Marshal

**DATE:** February 12, 2019

**SUBJECT:** **Approval of an Economic Development Agreement between the City of Lewisville and Lizzie B Properties LLC to Obtain Ownership and Provide Public Easements for portions of the Fire Sprinkler System Located at 143 and 139 W. Main Street and to Provide for the Installation of a Fence at 125 North Mill Street and Authorization for the City Manager to Execute the Agreement.**

### **BACKGROUND**

The City of Lewisville desires to install automatic fire sprinkler systems in those buildings facing Main Street between Charles Street and Mill Street (the "Program"). Under the Program, the City is paying for the full installation of fire sprinkler systems. Lizzie B Properties LLC, the owner of the buildings located at 143 and 139 W. Main Street ("Owner"), previously installed a fire sprinkler system in their buildings. Under a previous economic development agreement (prior to the establishment of the Program), the city reimbursed the Owner for only a portion of their sprinkler system costs -- backflow device, vault, tap, and double check detector check. At that time, the Owner also dedicated those portions of their sprinkler system to the city.

### **ANALYSIS:**

Due to the Program, the city now needs to own the bulk main and riser to be able to most efficiently and cost-effectively provide fire water to the other buildings in the quadrant. Because the city is having to buy existing infrastructure rather than install a new system in these buildings, this agreement had to be structured differently than the agreements with other property owners that are part of the Program.

In further consideration, the Owner has agreed to install a decorative fence with an open-design on her property located at 125 N. Mill Street. This property previously had an opaque metal fence that blocked the view of the commercial businesses that backed onto the Wayne Ferguson Plaza alley. An improved and see-through fence will beautify the area and allow for further activation of the alley, thereby promoting greater commercial activity in our Old Town core.

In exchange for the city's ownership of the existing bulk main and riser assembly, along with all required public easements and the Owner's installation of an open-concept fence at 125 N. Mill Street, the city has agreed to pay the Owner the amount of \$35,291. This amount would not reimburse the Owner for any portion of their sprinkler system that has already been dedicated to the city.

**RECOMMENDATION:**

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

**ECONOMIC DEVELOPMENT AGREEMENT**

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Lewisville, Texas, a home rule municipality duly acting by and through its City Manager ("City") and Lizzie B Properties LLC ("Owner"), jointly referred to as Parties ("Parties").

**WITNESSETH:**

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Chapter 380"), the City adopted an Economic Incentive Policy for making economic development incentives and grants on June 20, 2016, and as amended (hereinafter referred to as "the Policy Statement"); and

**WHEREAS**, the Policy Statement constitutes appropriate guidelines and criteria governing economic development agreements to be entered into by the City as contemplated by Chapter 380; and

**WHEREAS**, the City Council of the City of Lewisville, Texas authorized the incentives in this Agreement pursuant to Chapter 380; and

**WHEREAS**, the Owner currently owns the adjacent properties including the buildings located at 143 and 139 W. Main St, Lewisville, Texas ("Property"), which is more fully described in **Attachment A**, attached hereto and made a part hereof; and

**WHEREAS**, the close placement and connection of the buildings in Old Town Lewisville and the historic nature of the buildings makes those structures more susceptible to fire that can spread quickly from building to building; and

**WHEREAS**, containing a large structure fire to a single building in Old Town Lewisville with manual firefighting only would be both dangerous to firefighters and unlikely to succeed, thus endangering an entire quadrant of historic buildings; and

**WHEREAS**, fire suppression improvements, including fire alarms and fire suppression sprinklers, can greatly reduce the risk of a fire in one building spreading to closely-spaced adjacent or connected buildings, thus protecting the historic buildings in Old Town Lewisville and the businesses operating therein; and

**WHEREAS**, the City desires to see the Property and other Old Town Lewisville properties and the businesses operating therein protected from destruction by fire through the installation and



maintenance of fire suppression improvements, in order to maintain the commercial economic base of the City; and

**WHEREAS**, the City finds that the administration of a program to install fire suppression improvements in certain areas of Old Town Lewisville, hereinafter referred to as "Program", would promote local economic development, stimulate business activity, and increase property values in the Old Town area and would further constitute historical preservation activities by significantly increasing the protection of the historic buildings which are a signature of the Old Town area from destruction by fire, thereby directly establishing a public purpose; and

**WHEREAS**, the Owner has installed improvements for fire protection purposes on the Property; and

**WHEREAS**, the City finds that City ownership and control of, and access to, certain portions of the Owner's fire protection system are necessary to make fire protection systems in other buildings on the block that are part of the Program operational upon their completion by providing a connection to the City's water system; and

**WHEREAS**, the City desires to own and maintain said portions of the Owner's fire protection system; and

**WHEREAS**, the Owner agrees to dedicate said portions of the Owner's fire protection system to the City, and

**WHEREAS**, the Owner agrees to grant the City an easement to inspect and maintain those dedicated improvements, and

**WHEREAS**, the City finds that the staining of an existing concrete fence footer and installation of a new fence design as approved by the City at 125 N. Mill Street (the "Fence Property") will improve the aesthetics of and increase visibility of Wayne Ferguson Plaza and adjacent Old Town businesses, which will further economic growth and business and commercial activity in Old Town Lewisville; and

**WHEREAS**, the Owner agrees to stain the existing concrete fence footer on the Fence Property erect and install a new fence which is mutually agreeable to both parties and; and

**WHEREAS**, the City desires to provide the Owner an incentive, pursuant to Chapter 380, to dedicate to the City the fire protection improvements and access easement thereto necessary to enact the Program, and to stain the existing concrete fence footer and install a new fence at the Fence Property; and

**WHEREAS**, the City has determined that the Program and this Agreement contain sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources in the establishment and administration of the Agreement; and

**WHEREAS**, in order to maintain and/or enhance the commercial economic base of the Lewisville area to the long-term interest and benefit of the City, in accordance with said Statute, the City desires to enter into this Agreement.

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

## **ARTICLE I TERM**

This Agreement shall be effective upon execution by both Parties ("Effective Date") and shall continue until all requirements of this Agreement have been fulfilled as provided for herein, unless terminated earlier in accordance with this Agreement ("Term").

## **ARTICLE II DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

**"Agreement"** shall have the meaning set forth in the introductory paragraph of this Agreement.

**"City"** shall have the meaning set forth in the introductory paragraph of this Agreement.

**"Effective Date"** shall mean the date established in Article I of this Agreement.

**"Fence Property"** shall have the meaning set forth in the recitals of this Agreement.

**"Fire Suppression Improvements"** shall mean the following improvements currently in places on the Property: a transmission/bulk main, control/isolation valve, waterflow device, riser, all associated conduit/wiring/panels for fire alarm system, and all components sufficient for future extension of a sprinkler system.

**"Grant"** shall have the meaning set forth in Article IV.

**"Owner"** shall have the meaning set forth in the introductory paragraph of this Agreement.

**“Parties”** shall have the meaning set forth in the introductory paragraph of this Agreement.

**“Program”** shall have the meaning set forth in the recitals of this Agreement.

**“Property”** shall have the meaning set forth in the recitals of this Agreement.

**“Term”** shall have the meaning set forth in Article I of this Agreement.

### **ARTICLE III GENERAL PROVISIONS**

3.1 Easement. Owner shall grant City such easement over portions of the Property as City deems necessary for the inspection and maintenance of the Fire Suppression Improvements. Such easement is attached as **Attachment B** and shall be filed by the City in the deed records of Denton County, Texas.

3.2 Dedication of Fire Suppression Improvements. Owner shall dedicate the Fire Suppression Improvements to the City within thirty (30) days of the Effective Date, at which point the City shall become the owner of and fully responsible for the Fire Suppression Improvements.

3.3 Right of Entry. During the Term of this Agreement, Owner shall allow City and its employees, agents, contractors, and subcontractors access to the Property for purposes of maintenance of the Fire Suppression Improvement, with the following notice requirements:

a. For entry due to routine maintenance, the City must give the Owner reasonable prior telephone or written notice of any such entrance onto the Property, and a representative of the Owner shall have the right to accompany the agent or employee of the City who is accessing the Property.

b. For entry due to emergency maintenance, including but not limited to a line break, substantial leak, or alarm system failure, the City and its employees, agents, contractors, and subcontractors shall have immediate access to the Fire Suppression Improvements in order to perform emergency maintenance at any time, without the requirement to give prior notice. In order to facilitate entry for emergency maintenance, the City shall install a Knox Box or similar device on the Property, and the Owner shall provide to the City a key to the Property which can be used to access the Fire Suppression Improvements, and shall ensure that this key is replaced as needed. This requirement shall be set forth in and made a part of the easement provided for in Section 3.1, above.

3.4 Installation of New Fence and Staining of Existing Concrete Fence Footer on Fence

Property.

- a. Owner shall install a fence on the Fence Property at a location and with a design submitted to and approved by the City's Director of Economic Development or her designee before the start of installation.
- b. Owner shall stain the existing concrete footer on the Fence Property as shown in **Attachment C** in accordance with a design which has been submitted to and approved by the City's Director of Economic Development or her designee before the start of work.
- c. Installation of a new fence and staining of the concrete footer as outlined in this Agreement shall be completed within one hundred and twenty (120) days of the Effective Date.
- d. During the Term of this Agreement until the date of the completion of the new fence on the Fence Property, Owner shall allow City and its employees or agents access to the Fence Property to ensure that construction of the new fence is in accordance with this Agreement and all applicable state and local laws and regulations, provided that with respect to access to the Fence Property under the terms of this Agreement, the City must give the Owner reasonable prior telephone or written notice of any such inspection, and a representative of the Owner shall have the right to accompany the agent or employee of the City who is conducting such inspection.

**ARTICLE IV  
ECONOMIC DEVELOPMENT INCENTIVE**

4.1 Grant. Subject to the Parties' satisfaction of the terms and conditions of this Agreement, the City agrees to provide the Owner with a grant of **\$35,291.00** (the "Grant"). The City shall disburse the Grant funds upon timely completion by Owner of all requirements outlined in Article III, above.

**ARTICLE V  
TERMINATION**

- 5.1 This Agreement may be terminated upon any one of the following:
1. By written agreement of the Parties;

2. Expiration of the Term;
3. By the City, if, in the City's sole judgment, participation in the Program as herein defined is insufficient to achieve the public purposes outlined herein;
4. By either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof, unless another cure period is specified;
5. By City, if Owner suffers an Event of Bankruptcy;
6. By City, if any taxes, assessments or payments owed to the City or the State of Texas on the Property become delinquent and are not cured within sixty (60) days after written notice thereof (provided, however the Owner retains the right to timely and properly protest and contest any such taxes or assessments);
7. By City, if Owner violates any state or federal law or regulation or City of Lewisville ordinance, including but not limited to, regulations regarding fire suppression sprinklers or fire alarms, and such violation is not cured within sixty (60) days after written notice thereof, unless another cure period is specified; and
8. As otherwise stated within this Agreement.

5.2 In the event that the Agreement is terminated by the City pursuant to Subsections (4), (5), (6), (7), or (8) of Section 5.1, above, the Owner shall reimburse the City, within sixty (60) days of receiving written notice from the City, for all City funds granted under this Agreement prior to the date of termination.

5.5 In the event the Agreement is terminated by the City pursuant to Subsection (3) of Section 5.1, above, the easement and property dedicated to the City under Article III of this Agreement shall be abandoned by the City within sixty (60) days of termination of the Program.

## **ARTICLE VI MISCELLANEOUS**

6.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. In case of the sale of the Property, this Agreement shall be assigned by Owner to the new owner of the Property, and any assignee must agree to be bound by all terms

and conditions of this Agreement. If, at any point, the Property is leased to a third party, the Owner has the responsibility to ensure that the lessee understands and is willing to be bound by all terms and conditions of this Agreement. It is understood and agreed between the Parties that the Parties, in performing their obligations thereunder, are acting independently, and neither party assumes responsibility or liabilities in connection therewith to third parties.

6.2 The City represents and warrants that the Property does not include any property that is owned by a member of the City Council having responsibility for the approval of this Agreement.

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

**For City by notice to:**

City of Lewisville  
Attn: Economic Development Director  
151 W. Church Street  
P.O. Box 299002  
Lewisville, Texas 75057

**For Owner by notice to:**

Either party may change the address to which notices are to be sent by giving the other Party written notice in the manner provided in this paragraph.

6.4 No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

6.5 This Agreement may be modified or rescinded only by a written instrument signed by both of the Parties or their duly authorized agents.

6.6 Venue for any litigation arising from this Agreement shall lie in Denton County, Texas.

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

6.8 **THE OWNER 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 OWNER'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 OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE OWNER'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.**

6.9 The City supports the Immigration Reform and Control Act (8 U.S.C. 1324a) (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. Owner 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. Owner 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. Owner 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 with the Owner if the City determines that (a) Owner or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if Owner fails to ensure that its subcontractors submit the aforementioned declaration; or (c) Owner or its subcontractors fail to timely notify the City of an IRCA violation.

6.10. All goods and services provided to the City must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Owner will be required to certify compliance, if required under the law or otherwise required by the City.

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

6.12. 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](http://ethics.state.tx.us), must be filed with the City Secretary 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 accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

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

6.13. Pursuant to Texas Government Code Chapter 2270, Owner affirms that execution of this Agreement serves as written verification that Owner: (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.

6.14. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Owner 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.

6.15 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

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

6.17 Whenever the context requires, all words herein shall be deemed to include the male, female, and neuter gender, singular words shall include the plural, and vice versa.

6.18 This Agreement was authorized by action of the City Council, authorizing the City Manager to execute the Agreement on behalf of the City.

**SIGNATURE PAGE(S) FOLLOW**

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF LEWISVILLE, TEXAS**

\_\_\_\_\_  
Donna Barron, City Manager

**ATTEST:**

\_\_\_\_\_  
Julie Worster, City Secretary

**APPROVED TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

**[OWNER]**

By: Caroline Byrend  
Name: C. Byrend  
Title: owner

Attachment "A"

LEGAL DESCRIPTION-139 W Main St.

Save and Except all property dedicated to the City of Lewisville and replatted as Lot 2, Block A of the Wayne Ferguson Plaza Addition:

BEING a tract of land situated in the J. W. King Survey, Abstract No. 696, and being a portion of Block 6 of the Original Town of Lewisville, Texas, as shown on the plat recorded in Volume 75, Page 160, Deed Records, Denton County, Texas, and being a tract of land described as Tract One in a deed from William Howard Holsclaw, Jr. to Linda A. Holsclaw as recorded in Volume 4323, Page 12, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a found "x" in concrete at the southeast corner of said Holsclaw tract (Tract One) on the north line of W. Main Street (80 foot right-of-way);

THENCE West along the south line of said Holsclaw tract (Tract One) and the north line of said W. main Street a distance 28.42 feet to a point for corner, said point being at the southwest corner of said Holsclaw tract (Tract One) and at the southeast corner of a tract of land described in a deed from George C. Burrell to Brian Burns as recorded by the County Clerk #94-00688, Deed Records, Denton County, Texas;

THENCE North along the west line of said Holsclaw tract (Tract One) and the east line of Burns tract a distance of 132.00 feet to a point for corner, said point being at the northwest corner of said Holsclaw tract (Tract One) at the northeast corner of said Burns tract and being on the south line of the Linda A. Holsclaw tract of land described as Tract Two in Volume 4323, Page 12, Deed Records, Denton County, Texas;

THENCE East along the north line of said Holsclaw tract (Tract One) and the south line of said Holsclaw tract (Tract One) a distance of 28.42 feet to a point for corner, said point being at the northeast corner of said Holsclaw tract (Tract One) and being at the southeast corner of said Holsclaw tract (Tract Two);

THENCE South along the east line of said Holsclaw tract (Tract One) a distance of 132.00 feet to the POINT OF BEGINNING, containing 3,751 square feet or 0.086 of one acre of land.

LEGAL DESCRIPTION-143 W Main St.

Save and Except all property dedicated to the City of Lewisville and replatted as Lot 2, Block A of the Wayne Ferguson Plaza Addition:

Being a tract of land situated in the J. M. King Survey Abstract No. 696, City of Lewisville, Denton County, Texas, and being known as Lot 9, Block 6 of the Original Town of Lewisville, according to the Official Map or Plat recorded in Volume 75 Page 160 and 161, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the north line of W Main Street (80 foot wide as measured on the ground) with the east line of Poydras Street (50 foot wide as measured on the ground) at the southwest corner of a brick building situated on 143 W. Main Street;

THENCE NORTH along the east line of Poydras Street, a distance of 132.00 feet to a 1/2 inch iron rod set for corner;

THENCE NORTH 89 degrees 54 minutes 00 seconds East (East per deed), a distance of 26.00 feet to a 1/2 inch iron rod set for corner;

THENCE SOUTH, passing at a distance of 51.42 feet the north line of said brick building and continuing along the west line of said building, a total distance of 132.00 feet to the southeast corner of said building on the north line of W. Main Street;

THENCE SOUTH 89 degrees 54 minutes 00 seconds West (West per deed), along the north line of W. Main Street, a distance of 26.00 feet to the PLACE OF BEGINNING and containing 3,432 square feet or 0.0788 acres of land more or less.

Commonly known as: 143 W. Main Street, Lewisville, Texas 75067-3964

Attachment "B"

EASEMENT – 143 W. Main Street

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**PUBLIC FIRE SUPPRESSION IMPROVEMENT EASEMENT**

**THE STATE OF TEXAS     §  
  §     **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DENTON     §**

**THAT** Series 1A Series of Lizzie B Properties (whether one or more natural persons or legal entities (the "Grantor(s)") for and in consideration of the sum of TEN (\$10.00) DOLLARS, to the undersigned in hand paid by the **City of Lewisville, Texas** of the County of Denton, State of Texas, a municipal corporation (the "Grantee"), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by remaining property as a result of projected public improvements, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto Grantee an easement for fire suppression improvement purposes, together with the customary uses attendant thereto, including construction, operation, maintenance, repair or enlargement, over, under, through, across and along all that certain property situated in the County of Denton, State of Texas, and described as of follows, to-wit:

**The Property described in Exhibit "A", such Exhibit being attached hereto and made a part hereof for all purposes.**

The Grantee is purchasing this fire suppression improvement easement for the purpose of erecting thereon public fire suppression improvements, generally along the path shown on Exhibit "B", and maintaining those improvements, including, but not limited to: a transmission/bulk main, control/isolation valve, waterflow device, all associated conduit/wiring/panels for fire alarm system, and all components sufficient for future extension of a sprinkler system; and it reserves the right to make the improvements on such grade and according to such plans and specifications, as will, in its opinion, best serve the public purpose. The Grantor also grants to Grantee the right of ingress and egress on Grantor's property adjacent to this easement for these same purposes. In order to facilitate such right of ingress and egress, Grantee shall have the authority to install a Knox Box or similar device on the Easement or adjacent property owned by Grantor, and Grantor shall provide Grantee a key or keys as necessary to keep in the Knox Box or similar device to ensure complete access to the Fire Suppression Improvement Easement, and shall replace the key(s) as needed. The payment of the purchase price for the Fire Suppression Improvement Easement herein conveyed shall be considered

full compensation for same, and for any diminution in value that may result to remaining property by virtue of project proximity thereto, grade, alignment, or the alteration of drainage patterns and facilities.

Should one or more of the Grantor(s) herein be natural persons and not joined by the respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s) and that the undersigned has the full authority to sign individually. Should one or more of the Grantor(s) herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign. Prior to this Fire Suppression Improvement Easement being submitted to the City, Grantor shall obtain consent from all lienholders/mortgagees. The lienholder/mortgagee shall provide their consent and subordination in writing below. If the lienholder signature block is left blank and no partial release is provided, the Grantor represents that, to the best of their knowledge, there are no lienholders or mortgagees on the property. Grantor also acknowledges that the City has relied upon such representation.

**TO HAVE AND TO HOLD** the same, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns forever, and Grantor(s) is(are) hereby bound, together with all heirs, executors, administrators, lienholders, mortgagees, or successors, to Warrant and Forever Defend, all and singular the said Easement unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Caroline Berend  
C Berend

#### INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF TEXAS    §  
COUNTY OF DENTON    §

This instrument was acknowledged before me on the 24<sup>th</sup> day of January, 20 19, by Caroline Berend.



Jennifer L. Malone  
Notary Public  
State of Texas

My Commission Expires:

3/7/2021

### CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned \_\_\_\_\_, being the owner and holder of an existing Deed of Trust lien or other lien upon and against the property described above as such mortgagee and lienholder, does hereby consent to the grant of said Fire Suppression Improvement Easement and to the recording of same.

As part of this consent, the holder of the existing Deed of Trust lien or other lien upon and against the property described above subordinates its Deed of Trust lien or other lien upon the property described above to the rights and interests of the easements, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the easements.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LIENHOLDER: \_\_\_\_\_

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

Its: \_\_\_\_\_

### LIENHOLDER ACKNOWLEDGMENT

THE STATE OF TEXAS    §  
COUNTY OF DENTON    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
State of Texas

My Commission Expires:  
\_\_\_\_\_

Exhibit A  
LEGAL DESCRIPTION – 143 W Main Street

Save and Except all property dedicated to the City of Lewisville and replatted as Lot 2, Block A of the Wayne Ferguson Plaza Addition:

Being a tract of land situated in the J. M. King Survey Abstract No. 696, City of Lewisville, Denton County, Texas, and being known as Lot 9, Block 6 of the Original Town of Lewisville, according to the Official Map or Plat recorded in Volume 75 Page 160 and 161, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the north line of W Main Street (80 foot wide as measured on the ground) with the east line of Poydras Street (50 foot wide as measured on the ground) at the southwest corner of a brick building situated on 143 W. Main Street;

THENCE NORTH along the east line of Poydras Street, a distance of 132.00 feet to a 1/2 inch iron rod set for corner;

THENCE NORTH 89 degrees 54 minutes 00 seconds East (East per deed), a distance of 26.00 feet to a 1/2 inch iron rod set for corner;

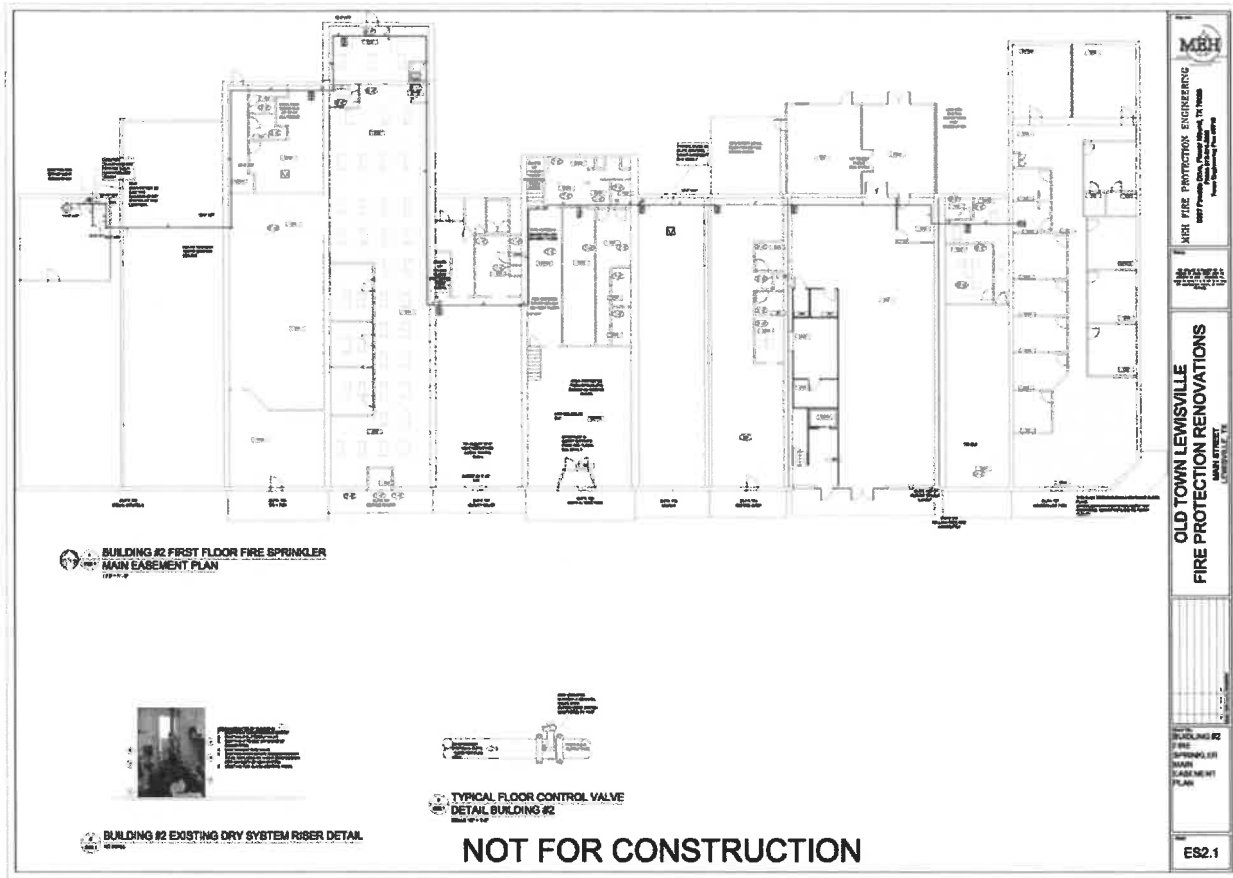
THENCE SOUTH, passing at a distance of 51.42 feet the north line of said brick building and continuing along the west line of said building, a total distance of 132.00 feet to the southeast corner of said building on the north line of W. Main Street;

THENCE SOUTH 89 degrees 54 minutes 00 seconds West (West per deed), along the north line of W. Main Street, a distance of 26.00 feet to the PLACE OF BEGINNING and containing 3,432 square feet or 0.0788 acres of land more or less.

Commonly known as: 143 W. Main Street, Lewisville, Texas 75067-3964



Exhibit B



EASEMENT – 139 W. Main Street

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**PUBLIC FIRE SUPPRESSION IMPROVEMENT EASEMENT**

**THE STATE OF TEXAS     §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DENTON     §**

**THAT** Series 2 Series of Lizzie B Properties (whether one or more natural persons or legal entities (the “Grantor(s)”) for and in consideration of the sum of TEN (\$10.00) DOLLARS, to the undersigned in hand paid by the **City of Lewisville, Texas** of the County of Denton, State of Texas, a municipal corporation (the “Grantee”), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by remaining property as a result of projected public improvements, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto Grantee an easement for fire suppression improvement purposes, together with the customary uses attendant thereto, including construction, operation, maintenance, repair or enlargement, over, under, through, across and along all that certain property situated in the County of Denton, State of Texas, and described as of follows, to-wit:

**The Property described in Exhibit “A”, such Exhibit being attached hereto and made a part hereof for all purposes.**

The Grantee is purchasing this fire suppression improvement easement for the purpose of erecting thereon public fire suppression improvements, generally along the path shown on Exhibit “B”, and maintaining those improvements, including, but not limited to: a transmission/bulk main, control/isolation valve, waterflow device, all associated conduit/wiring/panels for fire alarm system, and all components sufficient for future extension of a sprinkler system; and it reserves the right to make the improvements on such grade and according to such plans and specifications, as will, in its opinion, best serve the public purpose. The Grantor also grants to Grantee the right of ingress and egress on Grantor’s property adjacent to this easement for these same purposes. In order to facilitate such right of ingress and egress, Grantee shall have the authority to install a Knox Box or similar device on the Easement or adjacent property owned by Grantor, and Grantor shall provide Grantee a key or keys as necessary to keep in the Knox Box or similar device to ensure complete access to the Fire Suppression Improvement Easement, and shall replace the key(s) as needed. The payment of the purchase price for the Fire Suppression Improvement Easement herein conveyed shall be considered full compensation for same, and for any diminution in value that may result to remaining property by

virtue of project proximity thereto, grade, alignment, or the alteration of drainage patterns and facilities.

Should one or more of the Grantor(s) herein be natural persons and not joined by the respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s) and that the undersigned has the full authority to sign individually. Should one or more of the Grantor(s) herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign. **Prior to this Fire Suppression Improvement Easement being submitted to the City, Grantor shall obtain consent from all lienholders/mortgagees. The lienholder/mortgagee shall provide their consent and subordination in writing below. If the lienholder signature block is left blank and no partial release is provided, the Grantor represents that, to the best of their knowledge, there are no lienholders or mortgagees on the property. Grantor also acknowledges that the City has relied upon such representation.**

**TO HAVE AND TO HOLD** the same, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns forever, and Grantor(s) is(are) hereby bound, together with all heirs, executors, administrators, lienholders, mortgagees, or successors, to Warrant and Forever Defend, all and singular the said Easement unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Caroline Berend  
Gberend

#### INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF TEXAS    §  
COUNTY OF DENTON    §

This instrument was acknowledged before me on the 24<sup>th</sup> day of January, 20 19, by Caroline Berend.



Jennifer L. Malone  
Notary Public  
State of Texas

My Commission Expires:

3/7/2021

## CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned COMMERCIAL BANK OF TEXAS, N.A., being the owner and holder of an existing Deed of Trust lien or other lien upon and against the property described above as such mortgagee and lienholder, does hereby consent to the grant of said Fire Suppression Improvement Easement and to the recording of same.

As part of this consent, the holder of the existing Deed of Trust lien or other lien upon and against the property described above subordinates its Deed of Trust lien or other lien upon the property described above to the rights and interests of the easements, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the easements.

Executed this 30<sup>th</sup> day of JANUARY, 2019.

LIENHOLDER: COMMERCIAL BANK OF TEXAS, N.A.

By: Heather Cicirello

Its: AVP

## LIENHOLDER ACKNOWLEDGMENT

THE STATE OF TEXAS   §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on the 30<sup>th</sup> day of January, 2019, by Heather Cicirello of Commercial Bank of Texas, N.A. a corporation on behalf of said corporation.



Jennifer L. Malone  
Notary Public  
State of Texas

My Commission Expires:

3/7/2021

**Exhibit A**  
**LEGAL DESCRIPTION – 139 W Main Street**

Save and Except all property dedicated to the City of Lewisville and replatted as Lot 2, Block A of the Wayne Ferguson Plaza Addition:

BEING a tract of land situated in the J. W. King Survey, Abstract No. 696, and being a portion of Block 6 of the Original Town of Lewisville, Texas, as shown on the plat recorded in Volume 75, Page 160, Deed Records, Denton County, Texas, and being a tract of land described as Tract One in a deed from William Howard Holsclaw, Jr. to Linda A. Holsclaw as recorded in Volume 4323, Page 12, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a found "x" in concrete at the southeast corner of said Holsclaw tract (Tract One) on the north line of W. Main Street (80 foot right-of-way);

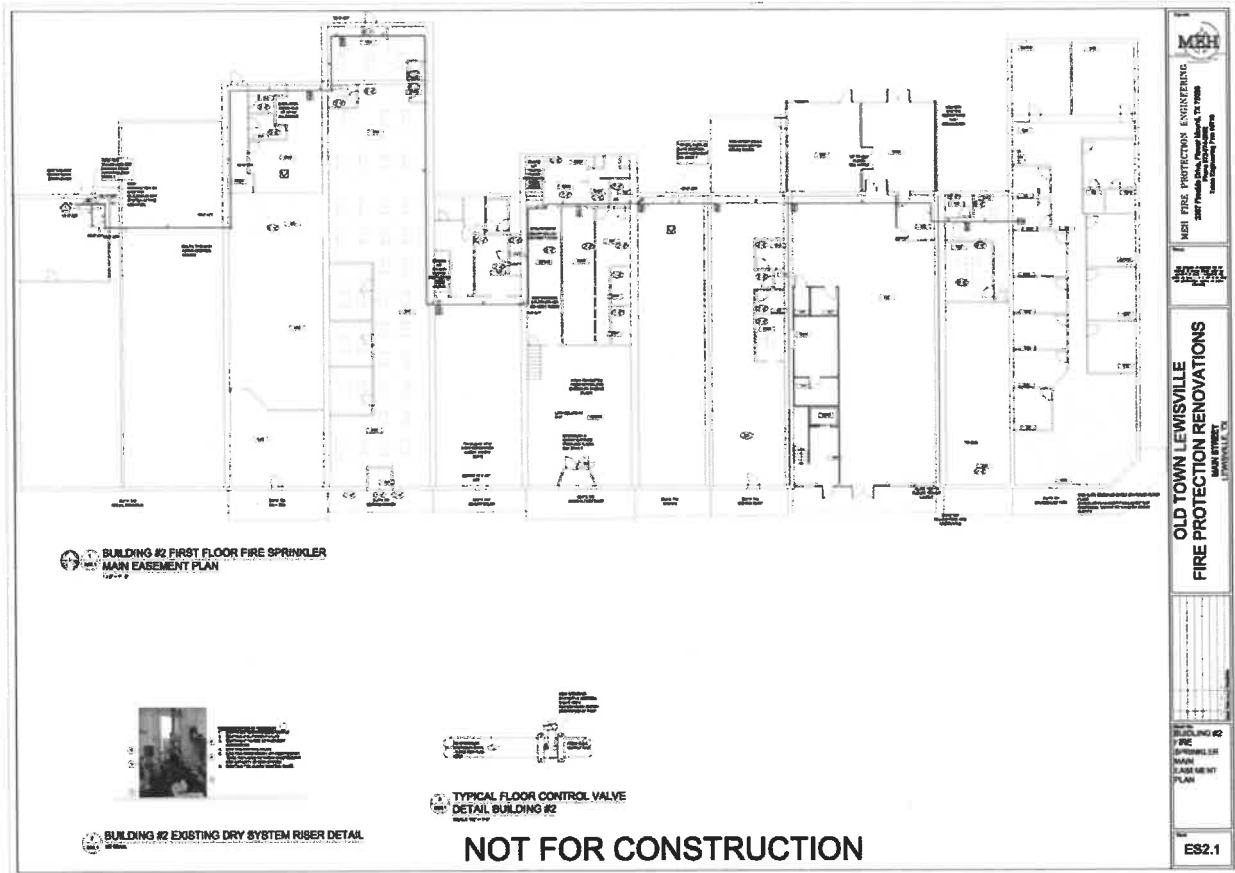
THENCE West along the south line of said Holsclaw tract (Tract One) and the north line of said W. main Street a distance 28.42 feet to a point for corner, said point being at the southwest corner of said Holsclaw tract (Tract One) and at the southeast corner of a tract of land described in a deed from George C. Burrell to Brian Burns as recorded by the County Clerk #94-00688, Deed Records, Denton County, Texas;

THENCE North along the west line of said Holsclaw tract (Tract One) and the east line of Burns tract a distance of 132.00 feet to a point for corner, said point being at the northwest corner of said Holsclaw tract (Tract One) at the northeast corner of said Burns tract and being on the south line of the Linda A. Holsclaw tract of land described as Tract Two in Volume 4323, Page 12, Deed Records, Denton County, Texas;

THENCE East along the north line of said Holsclaw tract (Tract One) and the south line of said Holsclaw tract (Tract One) a distance of 28.42 feet to a point for corner, said point being at the northeast corner of said Holsclaw tract (Tract One) and being at the southeast corner of said Holsclaw tract (Tract Two);

THENCE South along the east line of said Holsclaw tract (Tract One) a distance of 132.00 feet to the POINT OF BEGINNING, containing 3,751 square feet or 0.086 of one acre of land.

Exhibit B  
PUBLIC IMPROVEMENTS – DESIGNS AND SPECIFICATIONS  
139 W. Main Street



Attachment "C"



## **MEMORANDUM**

**TO:** Donna Barron, City Manager

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

**VIA:** Eric Ferris, Deputy City Manager

**DATE:** February 18, 2019

**SUBJECT:** **Consideration of a Variance to the Lewisville City Code Section 6-103 (Access Management) Regarding Driveway Spacing for National Indoor Storage Addition, Lot 1, Block A, Auto Master Addition; Located at 498 East State Highway 121 Business as Requested by David Norris, Foresite Group, on Behalf of National Indoor Storage I, LLC dba National Indoor RV Centers, the Property Owner.**

### **BACKGROUND**

The existing National Indoor RV Storage building is approximately 150,000 SF on an 11.7-acre lot. The developer is proposing to construct a new 49,990 square foot building consisting of 28,184 square feet of repair area, 13,756 square feet of office and sales lobby, 5,730 square feet of storage area, and 2,320 square feet of tech support area. They will construct 52 spaces to park and display recreational vehicles and additional 227 spaces for customer and employee parking. The developer has acquired additional land and will be replatting the property to create an approximately 13.4-acre lot. The developer will keep the existing driveway and is proposing to construct a deceleration lane. The existing driveway does not currently meet the driveway spacing requirements to the adjacent lot. The developer is asking for the following variance: a) to allow driveway spacing between adjacent lots to be less than 230 feet apart. An SUP was approved by City Council on August 6, 2018.

### **ANALYSIS**

- a. To allow driveway spacing between adjacent lots to be less than 230 feet along a major traffic carrier.

Section 6-103 of the General Development Ordinance requires a minimum spacing between driveways along a major traffic carrier of 230 feet. The existing driveway at National Indoor RV and the industrial park to the northeast, along State Highway 121 Business are approximately 170 feet apart. There are currently two driveways for National Indoor RV with no deceleration lanes. The developer will be removing the southern driveway and constructing a deceleration lane for their main entrance. The owner is requesting to keep the location of the northern driveway because relocating it would create conflicts with the existing and proposed site layout and circulation.



Subject: National Indoor RV – Driveway Spacing Variance

February 18, 2019

Page 2 of 2

**RECOMMENDATION**

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



1999 Bryan Street, Suite 890

Dallas, Texas 75201

o | 214.939.7123

f | 888.765.8135

w | www.fg-inc.net

*D/B/A Foresite Consulting Group of Texas, Inc.*

January 21, 2019

**VIA EMAIL**

City of Lewisville

**ATTN: David Russell, PE**

151 W Church Street

Lewisville, TX 75057

[drussell@cityoflewisville.com](mailto:drussell@cityoflewisville.com)

**RE: Variance Request for National Indoor RV Center**

Mr. Russell:

Thank you for your assistance in the variance request for the National Indoor RV Center located at 498 E State Highway 121. As shown on the Variance Exhibit, please consider this letter as a formal request for the variance approval following existing conditions. Please find the variances being requested for this development as well as the reasoning for each variance listed below:

1. Reduction of the required driveway 230 LF spacing between the existing access driveway servicing the subject property and the existing access driveway servicing the adjacent property to the north.
  - *Reasoning: Please note that the 167' spacing between the two driveways is existing as shown. A variance approval is requested for the continued use of the existing driveway servicing the subject property at the reduced spacing.*

Please let me know if you need anything further to grant a Variance Approval at this time.

Thank you for your time and consideration.

Sincerely,

**FORESITE GROUP, INC.**

A handwritten signature in blue ink, appearing to read "D. Norris", with a stylized flourish at the end.

**David Norris, PE**

Project Manager

Enclosures: Variance Exhibit

cc: John Rhodes, Jr. (Foresite Group)





VICINITY MAP  
SCALE: 1" = 1000'

LEWISVILLE ISD  
ZONING: PU (PUBLIC USE)

BUDDY'S ENT. INC.  
ZONING: GB (GENERAL BUSINESS)

STATE HIGHWAY 121  
(VARIABLE WIDTH ROW.)

ZONING: LI (LIGHT INDUSTRIAL)

LOT 1, BLOCK A  
METROPLEX ADDITION  
CAB. P. SLIDE 230  
P.R.D.C.T.

FIVE HUNDRED 121  
DEVELOPMENT LP  
VOL. 4222, PG. 642,  
D.R.D.C.T.

ZONING: LI (LIGHT INDUSTRIAL)

LOT 2R, BLOCK A  
METROPLEX ADDITION  
CAB. W. SLIDE 208  
P.R.D.C.T.

PAUL & JOHN BOSCO  
VOL. 4310, PG. 3486, D.R.D.C.T.

LOT 2, BLOCK A  
DCTA MAINTENANCE  
FACILITY ADDITION  
DOC. NO. 2010-158  
P.R.D.C.T.

ZONING: PU (PUBLIC USE)

DENTON COUNTY  
TRANSPORTATION AUTHORITY  
DOC. NO. 2010-48206, D.R.D.C.T.

20' PRIVATE  
DRAINAGE  
ESMT.  
INS. NO.  
2008-72137,  
D.R.C.C.T.

M.A. HAEUSSLER ADDITION, LP  
ZONING: GB (GENERAL BUSINESS)

TRACTS 70, 71, & 72  
(57.337 ACRES, 2,497,583 SQ. FT.)  
AMC NORTHWOOD LLC  
DOC. NO. 2011-120771, D.R.D.C.T.

ZONING: MHP (MOBILE HOME PARK)  
ZONING: MHP (MOBILE HOME PARK)

FIRST CASH LTD.  
DOC. NO. 2009-132370,  
D.R.D.C.T.

LOT 1, BLOCK A  
AUTO MASTER ADDITION  
CAB. Y. SKIDE 286  
P.R.D.C.T.

EXISTING PARKING	SQUARE FOOTAGE (SF)	PARKING RATIO	REQUIRED PARKING
USE	50,400	1 SPACE/ 1000 SF	51 SPACES
DISPLAY (OUTSIDE)	548	1 SPACE/ 200 SF	3 SPACES
OFFICE (0-9,999 SF)	149,369	1 SPACE/ 2000 SF	75 SPACES
WAREHOUSE (25,000 SF AND OVER)	149,917		129 SPACES

PROPOSED PARKING	SQUARE FOOTAGE (SF)	PARKING RATIO	REQUIRED PARKING
USE	5,730	1 SPACE/300 SF	20 SPACES
PARTS (STORAGE ROOM)	13,756	1 SPACE/250 SF	56 SPACES
OFFICE (PROFESSIONAL OFFICE 10,000-74,999 SF)	28,184	1 SPACE/200 SF	141 SPACES
SERVICE SHOP BAYS (AUTO REPAIR)	2,320	1 SPACE/ 250 SF	10 SPACES
TECH SUPPORT (OFFICE)	49,990		227 SPACES

PROVIDED INDOOR PARKING	144 SPACES
PROVIDED OUTDOOR PARKING	251 SPACES
TOTAL PARKING PROVIDED	395 SPACES
TOTAL PARKING REQUIRED	356 SPACES

#### VARIANCES REQUESTED:

1. REDUCE DRIVEWAY SPACING FROM 230' TO 167'

OWNER:  
NATIONAL INDOOR STORAGE, LLC.  
498 E STATE HIGHWAY 121  
LEWISVILLE, TEXAS 75057  
(214) 563-3135

CONTACT: HAL KENDRICK

SURVEYOR:  
SPOONER & ASSOCIATES  
309 BYERS STREET  
SUITE 100  
EULESS, TEXAS 76039  
(817) 685-8448

CONTACT: ERIC S. SPOONER, RPLS

PREPARED: 21 JANUARY 2019

CASE NO. TBD

## VARIANCE EXHIBIT NATIONAL INDOOR RV CENTER LEWISVILLE EXPANSION

FOR  
NATIONAL INDOOR STORAGE ADDITION  
LOT 1R, BLOCK A  
ZONED: LI (LIGHT INDUSTRIAL), 11.72 ACRES  
AND  
AUTO MASTER ADDITION  
LOT 1, BLOCK A

ZONED: GB (GENERAL BUSINESS), 1.70 ACRES  
CITY OF LEWISVILLE, DENTON COUNTY, TEXAS

**FORESITE**  
group

FBPE Firm No. F-12878

Foresite Group, Inc.

1999 Bryan St.

Suite 890

Dallas, TX 75201

D/B/A Foresite Consulting Group of Texas, Inc.

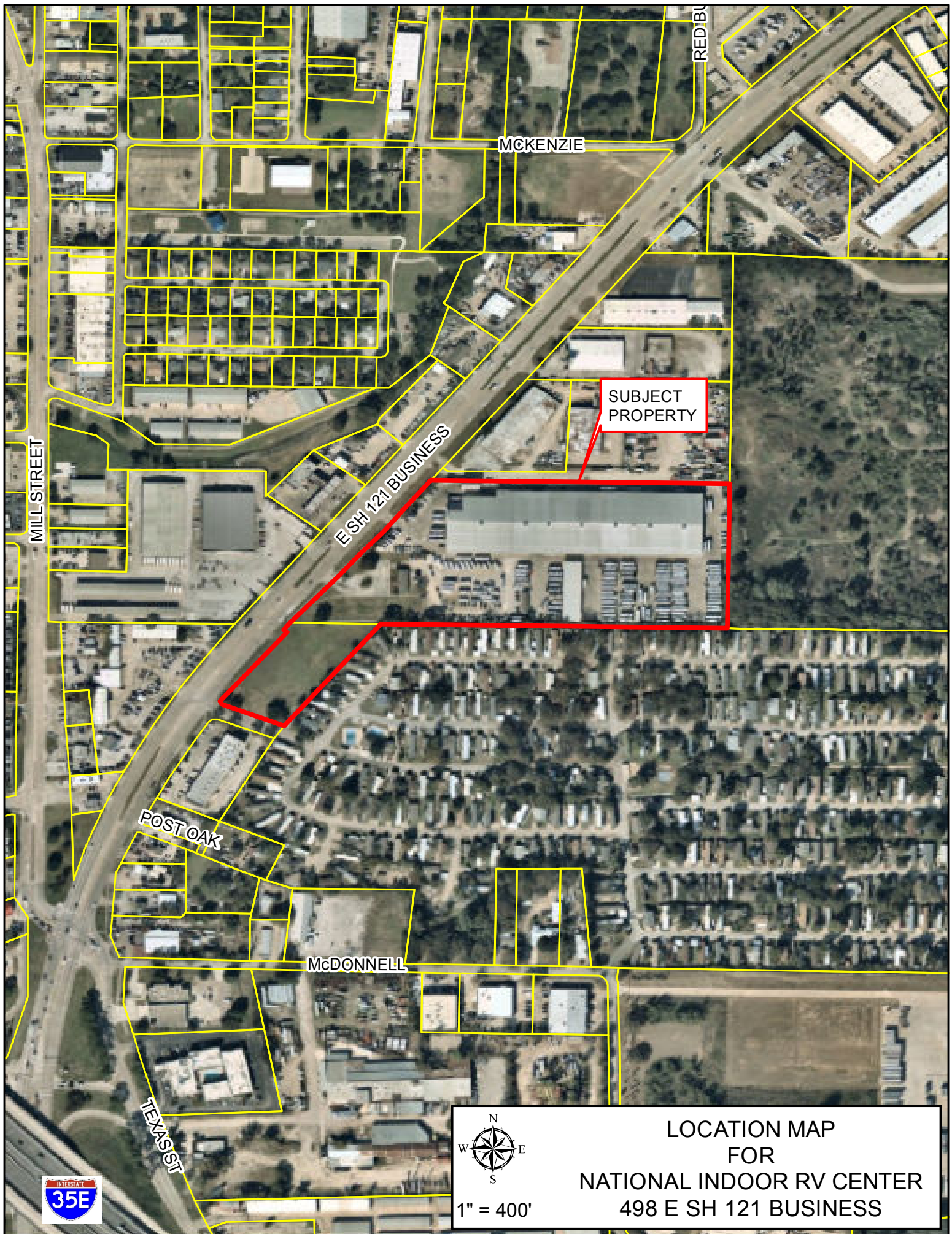
CONTACT: DAVID NORRIS, PE

o | 214.939.7123

f | 888.765.8135

w | www.fg-inc.net





1" = 400'

LOCATION MAP  
FOR  
NATIONAL INDOOR RV CENTER  
498 E SH 121 BUSINESS

## **MEMORANDUM**

**TO:** Donna Barron, City Manager

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

**VIA:** Eric Ferris, Deputy City Manager

**DATE:** February 18, 2019

**SUBJECT:** **Consideration of a Variance to the 1996 Castle Hills Agreement Section V(2)(J) Regarding a Required Right Turn Lane on All Approaches to Intersections when four or six lanes streets cross Related to Castle Hills AMR Retail Located at the Northwest Corner of Old Denton Road and FM 544, as Requested by Tareq El-Sadi, P.E. of Land Design, on Behalf of the Owner.**

### **BACKGROUND**

The subject property is located within Castle Hills in the City of Lewisville Extra Territorial Jurisdiction (ETJ) and is to be developed in accordance with the 1996 Castle Hills Agreement. The subject property is being developed for a proposed 29,000 SF restaurant and retail strip center at the northwest corner of FM 544 (Parker Road) and FM 2281 (Old Denton Road). The City Code requires the developer to build a right turn lane from SB Old Denton Road to WB FM 544.

### **ANALYSIS**

#### **a) To waive the required right turn lane.**

##### **Section V(2)(J) – Paving**

The 1996 Development Ordinance Section V(2)(J), requires that a developer is required to construct a turn lane at intersections where four or six lane streets cross. The developer has requested this requirement be waived. A Traffic Impact Analysis was completed at the request of City Staff to show if a right turn lane at the intersection would be warranted. The results of the TIA show that the addition of a southbound right turn lane would have no impact to traffic operations, thus the development would not warrant a right turn lane. Given the geometry of the roadways in this area, there is very little reason why southbound traffic on Old Denton Road would need to turn right onto WB FM 544. The only traffic that would intentionally do this is traffic on the SB SRT coming to the proposed development or to the Aura Castle Hills Apartments immediately adjacent. Also, TxDOT's FM 544 roadway construction did not account for a turn lane at this corner.

### **RECOMMENDATION**

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



November 15, 2018

Mr. David Russell  
Civil Engineer  
City of Lewisville  
Engineering Division  
151 W. Church Street  
Lewisville, Texas 75029

RE: Castle Hills AMR Retail  
2.97 acres  
Lewisville, Texas

Dear Mr. Russell:

This letter is being sent to the City of Lewisville to request a variance from the City's General Development Ordinance for the Castle Hills AMR Retail development. The variance listed and described below is necessary for the development of this property due to space, alignment, and existing utilities. The property in question is located at the north west corner of F.M. 544 and F.M. 2281.

We are requesting the following variance for this proposed commercial development:

**Variance A:** To waive the requirement for a right turn lane on F.M. 2281 south bound onto F.M. 544 west bound.

We are requesting this variance because the required right turn lane improvements were not accommodated during TXDOT's design and construction of the FM 544 improvements and traffic signal and also because the right turn lane will not provide significant benefits to traffic operations.

AMR 544 investments, LLC. appreciates the City's consideration to this request and looks forward to a favorable approval. Should you have any questions, please feel free to contact us.

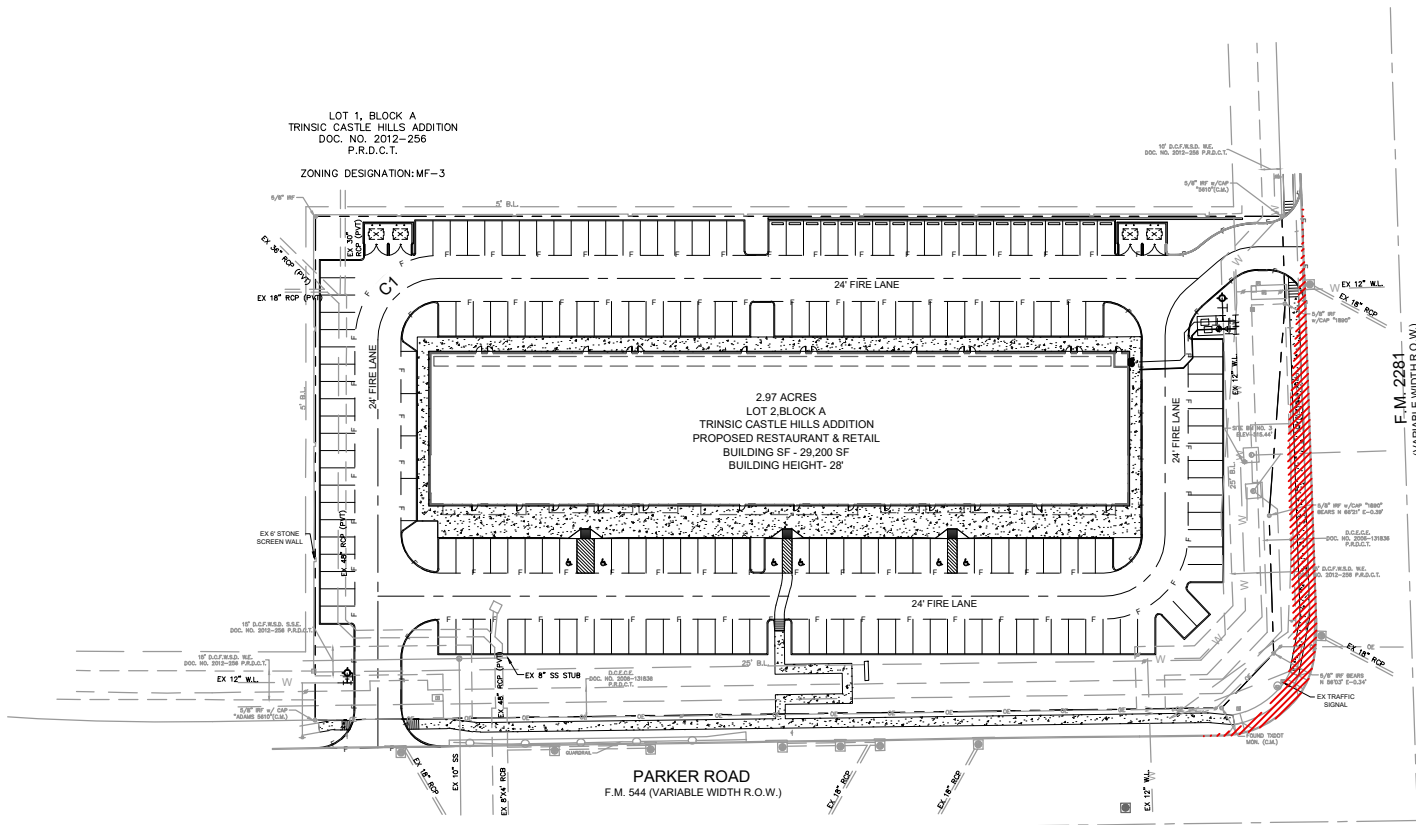
On Behalf of AMR 544 investments, LLC,

LANDDESIGN, INC.  
TBPE F-14754

Tareq El-Sadi, P.E.  
Senior Associate

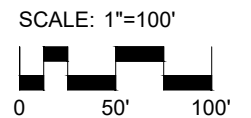
LANDDESIGN.COM

5301 ALPHA ROAD • SUITE 24 • DALLAS TX 75240 • 214 785 6009  
CHARLOTTE • WASHINGTON • DALLAS • ORLANDO • SAN FRANCISCO



**REQUESTED VARIANCE:**

A. TO WAIVE THE REQUIREMENT FOR A RIGHT TURN LANE ON F.M. 2281 SOUTH BOUND ONTO F.M. 544 WEST BOUND.





E SH 121 BUSINESS



SUBJECT  
PROPERTY

FM 2281 (OLD DENTON RD)

FM 544



1" = 300'

LOCATION MAP  
FOR  
CASTLE HILLS - AMR RETAIL



## **MEMORANDUM**

**TO:** Donna Barron, City Manager

**FROM:** Tim Ippolito, Fire Marshal/Development Manager

**VIA:** Claire Powell, Assistant City Manager

**DATE:** February 13, 2019

**SUBJECT:** **Consideration of a Variance to Lewisville City Code, Chapter 4, Article X, Section 4-453 (h)(1) Fences, To Allow for Alternative Materials for a Proposed Fence Located at 125 North Mill Street: and to Provide a Waiver of the \$350.00 Variance Request Fee as Specified in Section 2-201, Fee Ordinance.**

### **BACKGROUND**

The applicant is proposing to construct a metal post and cable fence separating the subject property from the Wayne Ferguson Plaza alley. This type of construction will provide for visibility to the alley and rear façade of the buildings located on Main Street. The proposed construction does not meet the material requirement outlined in the fence ordinance, which means a variance is required. Furthermore, because this specific fence design is being required by a related economic development agreement, staff also requests a waiver of the variance fee.

### **ANALYSIS**

The City's fence ordinance specifies the materials that must be used for fences in the City. The materials permitted are wood, metal tubing or wrought iron, stone, masonry and chain link. As part of the economic development negotiations with the City related to her fire sprinkler system, Caroline Berend, owner of the business and property located at 125 N. Mill Street, also proposed to replace a solid metal fence with an open design utilizing metal posts and cables. A photo of a similar fence design is attached as Exhibit A. This new fence will be an attractive enhancement to the visual aesthetics in the Old Town Center District and will allow for visibility between Church Street and the rear facades of the buildings facing Main Street, further activating the alley area.

This fence design is included in an economic development agreement that will also be considered by City Council on February 18, 2019. Since the design was provided by the owner at the direction of the City, staff is in support of the variance and requests that City Council waive the variance request fee of \$350.00 as specified in section 2-201, Fee Ordinance.

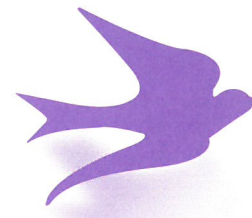
### **RECOMMENDATION**

It is City staff's recommendation that the City Council approve the requested variance and fee waiver as set forth in the caption above.









LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

**TO:** Rudy Durham, Mayor  
Mayor Pro Tem Brandon Jones  
Deputy Mayor Pro Tem Bob Troyer  
Councilman R Neil Ferguson  
Councilman T.J. Gilmore  
Councilman Brent Daniels

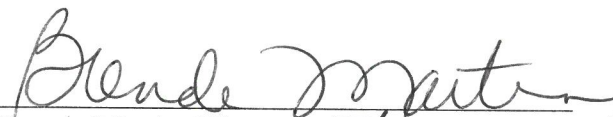
**FROM:** Brenda Martin, Director of Finance  
Clifford J. Howard, Fiscal Services Manager

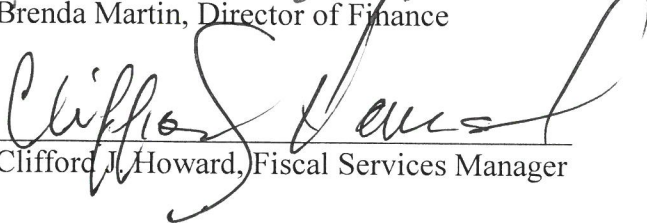
**DATE:** February 13, 2019

**SUBJECT: QUARTERLY INVESTMENT REPORT**  
**October 1, 2018 to December 31, 2018**

The attached quarterly investment report for the period from October 1, 2018 to December 31, 2018 is provided as required by an amendment to the Public Funds Investment Act.

Each of the Investment Officers has reviewed the report, and by virtue of their signature, represent that the investments making up the report are in compliance with the investment policy of the City of Lewisville and meet the requirements of the amended Public Funds Investment Act.

  
Brenda Martin, Director of Finance

  
Clifford J. Howard, Fiscal Services Manager



Attached is the City's quarterly investment report for the quarter ended December 31, 2018 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

December 31, 2018

### 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

- The U.S. unemployment rate for December 2018 was 3.856%. The **Texas** unemployment rate for December remained 3.7%. Employment rose 142,000 while the labor force rose 419,000, resulting in an increase in the unemployment rate from 3.696% to 3.856%, the highest since last April.
- **Senate confirms Brett Kavanaugh**, Supreme Court's 114<sup>th</sup> justice. Replacing Anthony M. Kennedy.
- **Fed Funds news** – Extreme volatility. The S&P 500 Index ended 2018 roughly 8% lower than we started, and the majority of that drop occurred in the last quarter.
- **Federal Mid-term election news**. Republicans retain the Senate, Democrats take over majority of the House.
- **Texas is CNBC's top state for Business in America for 2018**. Dallas Fed: Texas economy sees downshift in growth but remains strong.
- **Dallas Fed "The Texas economy remains in a broad-Based expansion."**

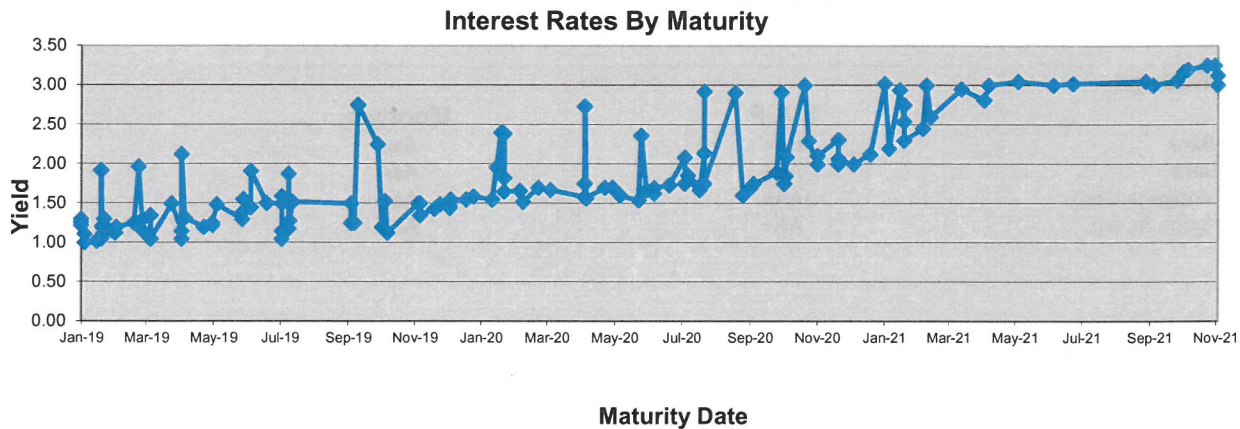


Portfolio Investment Report  
for Quarter Ending December 31, 2018

**Consolidated Investment Report**

<b>Cash and Investment Balances</b>		Same Quarter Last Year
Cash Balances	\$ 13,636,759.97	\$ 25,258,456.97
TexPool Balance	\$ 85,242,521.20	\$ 15,005,504.89
Other Investment Portfolio Balance	\$ 213,056,820.76	\$ 213,482,856.22
Total Cash, Texpool & Investment Amount	\$311,936,101.93	\$253,746,818.08
<b>Investment Yields, Maturities, and Interest</b>		
TexPool Average Quarter Yield	2.21%	1.09%
TexPool End of Qtr Weighted Maturity	31 Days	34 Days
Bank Earned Income Credit	1.10%	0.65%
13 Week Treasury - Benchmark	2.31%	1.36%
Other Investment Average Weighted Yield	1.88%	1.37%
Average Weighted Maturity: Agency / Total	473 / 332 Days	538 / 455 Days
Other Investment Accrued Interest	\$ 993,531.48	\$ 647,752.41

<b>Outstanding Portfolio (excluding TexPool)</b>					Market Value
Distribution by Maturity	Number	Amount	Percent		
1 to 365 days	64	\$ 80,337,563.50	37.71%		\$ 79,965,659.79
366 to 730 days	52	\$ 83,320,216.89	39.11%		\$ 82,632,308.20
Over 730 days	28	\$ 49,399,040.37	23.19%		\$ 49,418,350.15
Total	144	\$ 213,056,820.76	100.00%		\$ 212,016,318.14





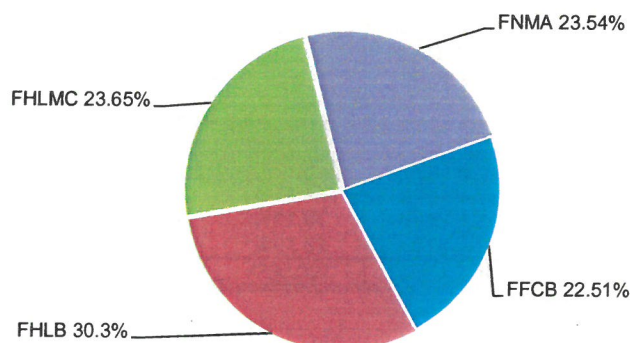


Portfolio Investment Report  
for Quarter Ending December 31, 2018

**Consolidated Investments - continued**

Outstanding Portfolio (excluding TexPool)			Amount	Percent	Market Value
Distribution by Investment type		Number			
Federal Farm Credit Bank	FFCB	32	\$ 47,960,669.32	22.51%	\$ 47,794,718.68
Federal Home Loan Bank	FHLB	44	\$ 64,555,537.24	30.30%	\$ 64,370,731.38
Federal Home Loan Mortgage Corp	FHLMC	38	\$ 50,384,430.00	23.65%	\$ 50,119,602.33
Federal National Mortgage Assoc.	FNMA	30	\$ 50,156,184.20	23.54%	\$ 49,731,265.75
Total		144	\$ 213,056,820.76	100.00%	\$ 212,016,318.14

**Distribution by Type**



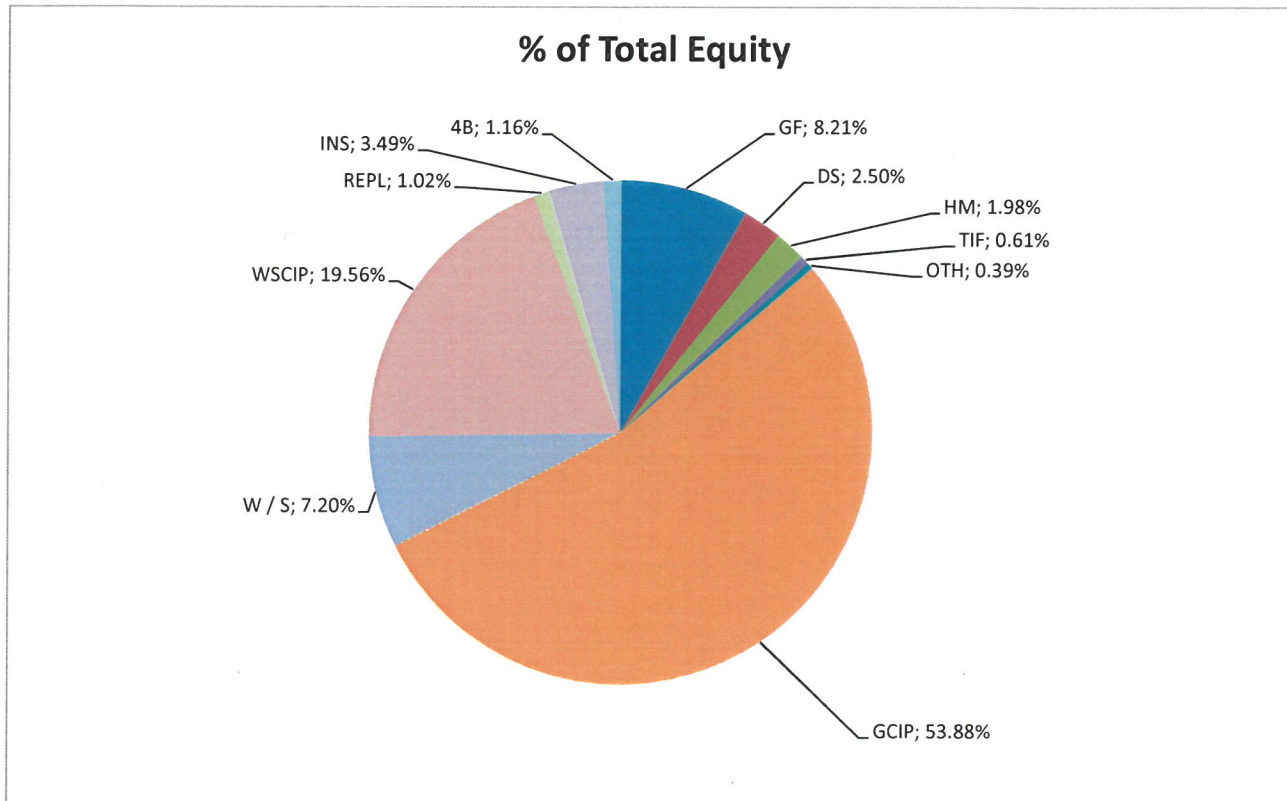
**Agencies Credit Ratings**

	S & P	Moody's
Federal Farm Credit Bank	AA+	Aaa
Federal Home Loan Bank	AA+	Aaa
Federal Home Loan Mortgage Corp	AA+	Aaa
Federal National Mortgage Assoc.	AA+	Aaa

**Outstanding Portfolio - Major Funds**

	Chart Key	Equity Balance	% of Total Equity
General Fund	GF	\$ 25,617,119	8.21%
Debt Service	DS	\$ 7,785,684	2.50%
Hotel / Motel	HM	\$ 6,177,092	1.98%
TIF & TIRZ	TIF	\$ 1,888,920	0.61%
Funds under 1 million	OTH	\$ 1,226,880	0.39%
G O CIP	GCIP	\$ 168,077,203	53.88%
W&S Operating	W / S	\$ 22,466,128	7.20%
W&S CIP	WSCIP	\$ 61,005,013	19.56%
EQUIP REPLACEMENT	REPL	\$ 3,168,387	1.02%
INSURANCE RISK	INS	\$ 10,899,535	3.49%
4-B SALES TAX	4B	\$ 3,624,139	1.16%
Total		\$ 311,936,102	100.00%





**City of Lewisville**  
**Consolidated Account**

Security Type	Par Value	Cost	9/30/2018 Beg Market Value	12/31/2018 End Market Value	Change in Market Value	Cusip	Purchase Date	Maturity Date	Rate	Yield	Accrued DATE	Accrued Interest
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 995,120.00	\$ 994,250.00	\$ 998,970.70	\$ 4,720.70	3130A8VZ3	2/2/2017	1/25/2019	1.05	1.30035	7/25/2018	\$ 4,573.97
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 993,303.00	\$ 999,108.90	\$ 5,805.90	3134G8HN2	1/25/2016	1/25/2019	1.26	1.26000	7/25/2018	\$ 5,488.77
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,473.00	\$ 999,082.60	\$ 4,609.60	3136G2WV5	1/29/2016	1/25/2019	1.22	1.22001	7/25/2018	\$ 5,314.52
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 993,396.00	\$ 999,038.00	\$ 5,642.00	3133EGNY7	7/28/2016	1/28/2019	1.11	1.11000	7/28/2018	\$ 4,744.11
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,922.00	\$ 998,811.20	\$ 5,889.20	3134GAQU1	10/28/2016	1/28/2019	1.00	1.00014	7/28/2018	\$ 4,273.97
Federal Home Loan Bank Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,976,837.00	\$ 2,994,930.30	\$ 18,093.30	3130A8XU2	8/8/2016	2/8/2019	1.02	1.02000	8/8/2018	\$ 12,156.16
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,984,580.00	\$ 1,996,779.40	\$ 12,199.40	3130A8V26	8/12/2016	2/12/2019	1.05	1.05000	8/12/2018	\$ 8,112.33
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,984,580.00	\$ 1,996,779.40	\$ 12,199.40	3130A8V26	11/14/2016	2/12/2019	1.05	1.04972	8/12/2018	\$ 8,112.33
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,580.00	\$ 997,660.00	\$ 999,093.80	\$ 1,433.80	3130ADNE8	2/12/2018	2/12/2019	1.88	1.91760	8/12/2018	\$ 7,243.15
Federal Farm Credit bank	\$ 1,000,000.00	\$ 999,840.00	\$ 993,560.00	\$ 998,295.90	\$ 4,735.90	3133EG6Z3	2/13/2017	2/13/2019	1.20	1.20812	8/13/2018	\$ 4,602.74
Federal Home Loan Mortgage Corp. Note	\$ 2,945,000.00	\$ 2,945,000.00	\$ 2,926,034.20	\$ 2,939,981.43	\$ 13,947.23	3134G9EB9	5/13/2016	2/13/2019	1.20	1.20017	8/13/2018	\$ 13,555.07
Federal Home Loan Bank Bond	\$ 2,200,000.00	\$ 2,208,580.00	\$ 2,186,437.00	\$ 2,196,294.10	\$ 9,857.10	3133824V2	3/2/2016	2/14/2019	1.25	1.11519	8/14/2018	\$ 10,472.60
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,988,226.00	\$ 1,996,539.20	\$ 8,313.20	3134GA2X1	2/15/2017	2/15/2019	1.30	1.30000	8/15/2018	\$ 9,830.14
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,504.00	\$ 997,704.10	\$ 5,200.10	3133EFYS0	2/22/2016	2/22/2019	1.15	1.15000	8/22/2018	\$ 4,127.40
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,743.00	\$ 997,727.60	\$ 4,984.60	3130A7XH3	5/25/2016	2/25/2019	1.13	1.12500	8/25/2018	\$ 3,945.21
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,476.00	\$ 997,999.40	\$ 5,523.40	3136G2ZF7	2/26/2016	2/26/2019	1.20	1.20000	8/26/2018	\$ 4,175.34
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,358.00	\$ 997,482.60	\$ 5,124.60	3134GAA79	12/14/2016	3/14/2019	1.25	1.25000	9/14/2018	\$ 3,698.63
Federal Home Loan Bank Bond	\$ 500,000.00	\$ 496,697.50	\$ 496,807.00	\$ 498,795.35	\$ 1,988.35	3130AAXX1	1/30/2018	3/18/2019	1.38	1.96658	9/18/2018	\$ 1,958.90
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 991,900.00	\$ 996,934.60	\$ 5,034.60	3136G3BQ7	3/22/2016	3/22/2019	1.15	1.15000	9/22/2018	\$ 3,150.68
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,300.00	\$ 997,267.90	\$ 4,967.90	3136G3BR5	3/22/2016	3/22/2019	1.30	1.30000	9/22/2018	\$ 3,561.64
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 991,914.00	\$ 997,156.80	\$ 5,242.80	3134G9SB4	6/22/2016	3/29/2019	1.35	1.35000	9/29/2018	\$ 3,439.73
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 990,968.00	\$ 996,345.50	\$ 5,377.50	3134GANF7	9/29/2016	3/29/2019	1.05	1.05000	9/29/2018	\$ 2,675.34
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,900.00	\$ 997,344.80	\$ 4,444.80	3130ACJF2	10/18/2017	4/17/2019	1.50	1.49990	10/17/2018	\$ 3,082.19
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 990,400.00	\$ 996,193.00	\$ 5,793.00	3130A8UK7	7/26/2016	4/26/2019	1.15	1.15015	10/26/2018	\$ 2,079.45
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 990,000.00	\$ 995,278.40	\$ 5,278.40	3134GAQX5	10/26/2016	4/26/2019	1.05	1.05000	10/26/2018	\$ 1,898.63
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 990,081.00	\$ 989,745.00	\$ 995,739.30	\$ 5,994.30	3135G0K28	3/1/2018	4/26/2019	1.25	2.12500	10/26/2018	\$ 2,260.27
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,994,860.00	\$ 1,981,718.00	\$ 1,991,252.20	\$ 9,534.20	3136G02P5	1/30/2017	4/29/2019	1.20	1.31622	10/29/2018	\$ 4,142.47
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 990,002.00	\$ 994,782.80	\$ 4,780.80	3136G3LD5	5/16/2016	5/16/2019	1.20	1.20000	11/16/2018	\$ 1,479.45
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 998,750.00	\$ 989,092.00	\$ 994,398.40	\$ 5,306.40	3134G9NL7	5/31/2016	5/24/2019	1.18	1.22282	11/24/2018	\$ 1,196.16
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 989,575.00	\$ 994,182.70	\$ 4,607.70	3136G3ML6	5/24/2016	5/24/2019	1.13	1.25000	11/24/2018	\$ 1,140.41
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 998,250.00	\$ 991,184.00	\$ 994,948.10	\$ 3,764.10	3130ABF92	10/18/2017	5/28/2019	1.38	1.48500	11/28/2018	\$ 1,243.15
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,979,398.00	\$ 1,987,497.80	\$ 8,099.80	3136G3RQ0	6/20/2016	6/20/2019	1.30	1.30000	12/20/2018	\$ 783.56
Federal Home Loan Bank Bond	\$ 500,000.00	\$ 497,475.00	\$ 494,680.00	\$ 496,737.05	\$ 2,057.05	3130A8D26	10/19/2017	6/21/2019	1.25	1.55678	12/21/2018	\$ 171.23
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 989,600.00	\$ 994,021.00	\$ 4,421.00	3136G3RM9	6/21/2016	6/21/2019	1.40	1.40000	12/21/2018	\$ 383.56
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 989,466.00	\$ 994,877.40	\$ 5,411.40	3134GBVG4	6/30/2017	6/28/2019	1.45	1.45000	12/30/2018	\$ 39.73
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 991,000.00	\$ 990,079.00	\$ 992,688.30	\$ 2,609.30	3134G9SL2	12/29/2017	6/28/2019	1.30	1.91260	12/28/2018	\$ 106.85
Federal Farm Credit bank	\$ 1,000,000.00	\$ 991,650.00	\$ 985,943.00	\$ 992,664.20	\$ 6,721.20	3133EGLC7	7/7/2017	7/12/2019	1.08	1.50245	7/12/2018	\$ 5,089.32
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 989,388.00	\$ 994,231.20	\$ 4,843.20	3134GBWP3	7/26/2017	7/26/2019	1.50	1.50000	7/26/2018	\$ 6,493.15
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 990,434.00	\$ 994,792.80	\$ 4,358.80	3134GBYS5	10/18/2017	7/26/2019	1.60	1.59420	7/26/2018	\$ 6,926.03
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 984,784.00	\$ 990,923.30	\$ 6,139.30	3136G3R56	7/26/2016	7/26/2019	1.05	1.05000	7/26/2018	\$ 4,545.21
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 986,763.00	\$ 991,484.50	\$ 4,721.50	3136G3U29	7/29/2016	7/26/2019	1.15	1.15000	7/26/2018	\$ 4,978.08
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 985,956.00	\$ 992,424.60	\$ 6,468.60	3133EGPD1	8/1/2016	8/1/2019	1.18	1.18000	8/1/2018	\$ 4,913.97
Federal Farm Credit bank	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,957,868.00	\$ 2,977,273.80	\$ 19,405.80	3133EGPD1	8/1/2016	8/1/2019	1.18	1.18000	8/1/2018	\$ 14,741.92
Federal Farm Credit bank	\$ 1,000,000.00	\$ 994,000.00	\$ 985,956.00	\$ 992,424.60	\$ 6,468.60	3133EGPD1	10/18/2017	8/1/2019	1.18	1.52150	8/1/2018	\$ 4,913.97
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 990,260.00	\$ 987,548.00	\$ 991,885.70	\$ 4,337.70	3137EADK2	12/29/2017	8/1/2019	1.25	1.87480	8/1/2018	\$ 5,205.48
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 999,500.00	\$ 986,762.00	\$ 992,860.20	\$ 6,098.20	3136G3K38	11/15/2016	8/2/2019	1.26	1.27863	8/2/2018	\$ 5,212.60
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 988,600.00	\$ 983,406.00	\$ 990,134.10	\$ 6,728.10	3130A8Y72	10/18/2017	8/5/2019	0.88	1.52020	8/5/2018	\$ 3,547.95
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 984,331.00	\$ 991,995.80	\$ 7,664.80	3130ABJH0	6/27/2017	9/27/2019	1.50	1.50000	9/2/2018	\$ 4,931.51
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,996,060.00	\$ 1,974,210.00	\$ 1,977,309.80	\$ 3,099.80	3135G0Q30	11/15/2016	9/27/2019	1.18	1.25005	9/27/2018	\$ 6,142.47
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,968,872.00	\$ 1,978,040.40	\$ 9,168.40	3135G0P98	9/30/2016	9/30/2019	1.25	1.25000	9/30/2018	\$ 6,301.37

Federal Home Loan Bank Bond	\$	1,000,000.00	\$	985,950.00	\$	985,950.00	\$	989,336.00	\$	3,386.00	3130A9MF5	11/16/2018	10/3/2019	1.13	2.75012	11/16/2018	\$	1,386.99
Federal Farm Credit bank	\$	1,100,000.00	\$	1,086,525.00	\$	1,085,213.80	\$	1,088,605.98	\$	3,392.18	3133EHGA5	4/4/2018	10/21/2019	1.44	2.24980	10/21/2018	\$	3,081.21
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	982,630.00	\$	989,031.00	\$	6,401.00	3136G4DZ3	10/25/2016	10/25/2019	1.20	1.20000	10/25/2018	\$	2,202.74
Federal National Mortgage Assn. Bond	\$	1,700,000.00	\$	1,691,755.00	\$	1,673,328.70	\$	1,681,247.13	\$	7,918.43	3135G0J95	1/25/2017	10/28/2019	1.35	1.53000	10/28/2018	\$	4,024.11
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,964,438.00	\$	1,973,433.00	\$	8,995.00	3136G4EE9	10/28/2016	10/30/2019	1.13	1.12497	10/30/2018	\$	3,821.92
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	986,371.00	\$	988,844.40	\$	2,473.40	3134GA4E1	2/27/2017	11/27/2019	1.50	1.50026	11/27/2018	\$	1,397.26
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	1,969,896.00	\$	1,980,056.80	\$	10,160.80	3133EGM77	11/29/2016	11/29/2019	1.50	1.50000	11/29/2018	\$	2,630.14
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,968,512.00	\$	1,974,880.40	\$	6,368.40	3136G4HF3	11/29/2016	11/29/2019	1.35	1.35000	11/29/2018	\$	2,367.12
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,580.00	\$	984,992.00	\$	987,830.80	\$	2,838.80	3133EGT88	12/12/2016	12/12/2019	1.45	1.43018	12/12/2018	\$	754.79
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	996,000.00	\$	982,600.00	\$	985,997.30	\$	3,397.30	313381EZ4	12/19/2016	12/17/2019	1.35	1.48706	12/12/2018	\$	702.74
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,750.00	\$	985,323.00	\$	991,454.90	\$	6,131.90	3134G3L73	4/27/2017	12/26/2019	1.50	1.47129	12/26/2018	\$	205.48
Federal Home Loan Mortgage Corp. Note	\$	500,000.00	\$	500,700.00	\$	492,661.50	\$	495,727.45	\$	3,065.95	3134G3L73	7/17/2017	12/26/2019	1.50	1.44145	12/26/2018	\$	102.74
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	984,686.00	\$	989,854.80	\$	5,168.80	3134GBVU3	6/30/2017	12/27/2019	1.55	1.55000	12/30/2018	\$	42.47
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	984,686.00	\$	989,854.80	\$	5,168.80	3134GBXG2	6/30/2017	12/27/2019	1.55	1.55000	12/30/2018	\$	42.47
Federal Farm Credit bank	\$	3,000,000.00	\$	3,000,000.00	\$	2,957,058.00	\$	2,972,552.70	\$	15,494.70	3133EG3J2	1/10/2017	1/10/2020	1.55	1.55000	7/10/2018	\$	22,167.12
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	1,994,760.00	\$	1,969,508.00	\$	1,977,252.20	\$	7,744.20	3137EAAE5	1/20/2017	1/17/2020	1.50	1.59001	7/17/2018	\$	13,726.03
Federal Farm Credit bank	\$	3,000,000.00	\$	3,000,000.00	\$	2,954,358.00	\$	2,970,331.50	\$	15,973.50	3133EG6C4	2/3/2017	2/3/2020	1.55	1.55000	8/3/2018	\$	19,109.59
Federal National Mortgage Assn. Bond	\$	2,910,000.00	\$	2,912,386.20	\$	2,885,788.80	\$	2,894,579.62	\$	8,790.82	3136FTB73	12/29/2017	2/7/2020	2.00	1.95970	9/7/2018	\$	18,336.99
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	994,930.00	\$	993,579.00	\$	994,653.20	\$	1,074.20	3130ADN32	3/21/2018	2/11/2020	2.13	2.40050	8/11/2018	\$	8,267.12
Federal Farm Credit bank	\$	2,000,000.00	\$	1,996,500.00	\$	1,972,400.00	\$	1,982,817.40	\$	10,417.40	3133EHR70	11/22/2017	2/14/2020	1.74	1.82089	9/14/2018	\$	10,296.99
Federal Farm Credit bank	\$	1,000,000.00	\$	994,190.00	\$	991,920.00	\$	995,526.40	\$	3,606.40	3133EJCN7	3/21/2018	2/14/2020	2.07	2.38450	8/14/2018	\$	7,883.01
Federal National Mortgage Assn. Bond	\$	5,000,000.00	\$	5,000,000.00	\$	4,930,500.00	\$	4,954,593.50	\$	24,093.50	3136G4KW2	2/14/2017	2/14/2020	1.65	1.65000	8/11/2018	\$	32,095.89
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,971,804.00	\$	1,982,180.60	\$	10,376.60	3136G4LV3	2/28/2017	2/28/2020	1.66	1.66000	8/28/2018	\$	11,369.86
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	1,966,758.00	\$	1,978,861.80	\$	12,103.80	3133EHBA0	3/2/2017	3/2/2020	1.52	1.52000	3/2/2018	\$	25,319.45
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	985,984.00	\$	991,447.30	\$	5,463.30	3133EHCS0	3/16/2017	3/16/2020	1.70	1.70000	3/16/2018	\$	13,506.85
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,970,464.00	\$	1,981,275.00	\$	10,811.00	3134GBAB8	3/27/2017	3/27/2020	1.67	1.67000	3/27/2018	\$	25,530.41
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,965,200.00	\$	1,977,235.60	\$	12,035.60	3134GBHX3	4/27/2017	4/27/2020	1.58	1.58000	10/27/2018	\$	5,627.40
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	984,100.00	\$	990,507.80	\$	6,407.80	3134GBYV8	7/27/2017	4/27/2020	1.75	1.75000	10/27/2018	\$	3,116.44
Federal Home Loan Mortgage Corp. Note	\$	1,500,000.00	\$	1,490,400.00	\$	1,490,400.00	\$	1,496,124.60	\$	5,724.60	3134GBFV9	12/18/2018	4/27/2020	2.25	2.73200	12/18/2018	\$	1,202.05
Federal National Mortgage Assn. Bond	\$	1,600,000.00	\$	1,596,912.00	\$	1,569,857.60	\$	1,580,088.00	\$	10,230.40	3136G2GR2	4/26/2017	4/28/2020	1.50	1.56598	10/28/2018	\$	4,208.22
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	983,402.00	\$	985,292.10	\$	1,890.10	3130ACN83	10/30/2017	5/15/2020	1.70	1.69979	11/15/2018	\$	2,142.47
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	982,700.00	\$	989,474.70	\$	6,774.70	3134GBPB2	5/30/2017	5/22/2020	1.70	1.70005	11/22/2018	\$	1,816.44
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,968,000.00	\$	1,978,861.00	\$	10,861.00	3134GBPU0	10/18/2017	5/22/2020	1.71	1.69820	11/22/2018	\$	3,654.25
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	981,964.00	\$	988,237.60	\$	6,273.60	3134GBRJ3	5/30/2017	5/29/2020	1.60	1.60001	11/29/2018	\$	1,402.74
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	1,977,058.00	\$	1,973,498.80	\$	(3,559.20)	3133EHNK5	6/15/2017	6/15/2020	1.54	1.54000	12/15/2018	\$	1,350.14
Federal Farm Credit bank	\$	500,000.00	\$	495,925.00	\$	490,117.50	\$	496,483.60	\$	6,366.10	3133ECSD7	4/4/2018	6/17/2020	1.98	2.36120	12/17/2018	\$	379.73
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	981,116.00	\$	988,263.60	\$	7,147.60	3133EHPD9	6/22/2017	6/22/2020	1.67	1.67000	12/22/2018	\$	411.78
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	981,292.00	\$	987,772.70	\$	6,480.70	3134GBUG5	6/29/2017	6/29/2020	1.63	1.62500	12/29/2018	\$	89.04
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	981,179.00	\$	988,492.80	\$	7,313.80	3134GBVT6	6/30/2017	6/29/2020	1.70	1.70000	12/30/2018	\$	46.58
Federal Farm Credit bank	\$	1,000,000.00	\$	985,600.00	\$	971,209.00	\$	974,967.70	\$	3,758.70	3133EGLB9	10/18/2017	7/13/2020	1.19	1.73090	7/13/2018	\$	5,575.07
Federal Farm Credit bank	\$	1,000,000.00	\$	981,000.00	\$	973,200.00	\$	983,090.50	\$	9,890.50	3133EGNK7	12/29/2017	7/27/2020	1.32	2.08070	7/27/2018	\$	5,677.81
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,962,800.00	\$	1,978,063.00	\$	15,263.00	3134GBYR7	7/27/2017	7/27/2020	1.75	1.75000	7/27/2018	\$	15,054.79
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	990,710.00	\$	977,801.00	\$	983,635.20	\$	5,834.20	3135G0T60	11/22/2017	7/30/2020	1.50	1.85548	7/30/2018	\$	6,328.77
Federal Farm Credit bank	\$	1,000,000.00	\$	998,080.00	\$	979,600.00	\$	986,867.90	\$	7,267.90	3133EHUE1	10/18/2017	8/10/2020	1.65	1.72000	8/10/2018	\$	6,464.38
Federal National Mortgage Assn. Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,939,700.00	\$	2,958,713.70	\$	19,013.70	3136G4NU3	8/10/2017	8/10/2020	1.67	1.67000	8/10/2018	\$	19,628.22
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,720.00	\$	990,700.00	\$	995,088.80	\$	4,388.80	3130ADGL0	2/13/2018	8/14/2020	2.17	2.14030	8/14/2018	\$	8,263.84
Federal Home Loan Bank Bond	\$	1,500,000.00	\$	1,500,000.00	\$	1,500,000.00	\$	1,500,461.55	\$	461.55	3130AFA49	11/14/2018	8/14/2020	2.92	2.92000	11/14/2018	\$	5,640.00
Federal National Mortgage Assn. Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,940,600.00	\$	2,964,859.50	\$	24,259.50	3136G4NT6	8/14/2017	8/14/2020	1.75	1.75000	8/14/2018	\$	19,993.15
Federal Home Loan Bank Bond	\$	1,500,000.00	\$	1,499,122.32	\$	1,499,122.32	\$	1,507,006.95	\$	7,884.63	31337OUS5	10/18/2018	9/11/2020	2.88	2.90600	10/18/2018	\$	8,743.15
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	977,142.00	\$	985,239.90	\$	8,097.90	3130ACD92	9/18/2017	9/18/2020	1.60	1.60000	9/18/2018	\$	4,558.90
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	1,957,276.00	\$	1,973,117.60	\$	15,841.60	3133EHZV8	9/25/2017	9/25/2020	1.70	1.70000	9/25/2018	\$	9,035.62
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,960,100.00	\$	1,974,826.60	\$	14,726.60	3136G4PK3	9/28/2017	9/28/2020	1.75	1.75000	9/28/2018	\$	9,013.70
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	996,000.00	\$	980,303.00	\$	986,922.40	\$	6,619.40	3130ACHQ0	11/22/2017	10/19/2020	1.75	1.89179	1/19/2018	\$	16,589.04
Federal Farm Credit bank	\$	1,500,000.00	\$	1,499,681.67	\$	1,499,681.67	\$	1,510,517.10	\$	10,835.43	3133EJK40	10/23/2018	10/23/2020	2.90	2.91100	10/23/2018	\$	8,223.29
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,958,444.00	\$	1,973,557.80	\$	15,113.80	3136G4PP2	10/26/2017	10/26/2020	1.75	1.75000	10/26/2018	\$	6,328.77

Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	980,544.00	\$	988,472.00	\$	7,928.00	3136G4PW7	10/27/2017	10/27/2020	1.85	1.85000	10/27/2018	\$	3,294.52
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	983,920.00	\$	973,345.00	\$	977,789.20	\$	4,444.20	3135G0Q97	12/29/2017	10/28/2020	1.50	2.08770	10/28/2018	\$	2,630.14
Federal Home Loan Bank Bond	\$	1,500,000.00	\$	1,500,000.00	\$	1,500,000.00	\$	1,504,870.65	\$	4,870.65	3130AFAB3	11/13/2018	11/13/2020	3.00	3.00000	11/13/2018	\$	5,917.81
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	1,977,400.00	\$	1,965,242.00	\$	1,973,879.60	\$	8,637.60	3137EAEK1	2/5/2018	11/17/2020	1.88	2.29591	11/17/2018	\$	4,520.55
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,966,746.00	\$	1,980,540.00	\$	13,794.00	3130ACVG6	11/30/2017	11/25/2020	2.00	2.00000	11/25/2018	\$	3,945.21
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	997,050.00	\$	983,373.00	\$	990,270.00	\$	6,897.00	3130ACVG6	12/29/2017	11/25/2020	2.00	2.10500	11/25/2018	\$	1,972.60
Federal Home Loan Bank Bond	\$	945,000.00	\$	936,929.70	\$	928,644.89	\$	935,475.53	\$	6,830.65	3130ACUL6	2/2/2018	12/14/2020	2.00	2.30919	12/11/2018	\$	1,035.62
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	982,461.00	\$	989,921.20	\$	7,460.20	3134GB4Q2	12/14/2017	12/14/2020	2.00	2.00000	12/11/2018	\$	1,095.89
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	998,000.00	\$	982,693.00	\$	989,921.20	\$	7,228.20	3134GB4Q2	12/29/2017	12/14/2020	2.00	2.06990	12/14/2018	\$	931.51
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	984,075.00	\$	987,608.70	\$	3,533.70	3130ACVY7	12/15/2017	12/15/2020	2.05	2.05000	12/15/2018	\$	898.63
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,969,484.00	\$	1,980,219.80	\$	10,735.80	3134GB5E8	12/28/2017	12/28/2020	2.00	2.00000	12/28/2018	\$	328.77
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,973,558.00	\$	1,984,217.00	\$	10,659.00	3130ADEB4	1/12/2018	1/12/2021	2.13	2.12500	7/12/2018	\$	20,027.40
Federal Home Loan Mortgage Corp. Note	\$	1,500,000.00	\$	1,500,000.00	\$	1,500,000.00	\$	1,500,394.05	\$	394.05	3134GSZX6	10/25/2018	1/25/2021	3.02	3.02000	10/25/2018	\$	8,315.34
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,957,082.00	\$	2,974,828.20	\$	17,746.20	3130ADC26	1/29/2018	1/29/2021	2.20	2.20000	7/29/2018	\$	28,027.40
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	1,974,902.72	\$	1,974,902.72	\$	1,993,537.80	\$	18,635.08	3130ADMJ8	10/18/2018	2/8/2021	2.38	2.94100	10/18/2018	\$	9,630.14
Federal Farm Credit bank	\$	1,000,000.00	\$	994,720.00	\$	991,987.00	\$	996,232.50	\$	4,245.50	3133EJCE7	3/21/2018	2/12/2021	2.35	2.54009	8/12/2018	\$	9,078.08
Federal Farm Credit bank	\$	2,000,000.00	\$	1,979,000.00	\$	1,983,974.00	\$	1,992,465.00	\$	8,491.00	3133EJCE7	3/21/2018	2/12/2021	2.35	2.75060	8/12/2018	\$	18,156.16
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,964,108.00	\$	2,978,927.70	\$	14,819.70	3130ADFA5	2/12/2018	2/12/2021	2.30	2.30000	8/12/2018	\$	26,654.79
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,964,108.00	\$	2,978,927.70	\$	14,819.70	3130ADFA5	2/12/2018	2/12/2021	2.30	2.30000	8/12/2018	\$	26,654.79
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,964,108.00	\$	2,978,927.70	\$	14,819.70	3130ADFA5	2/12/2018	2/12/2021	2.30	2.30000	8/12/2018	\$	26,654.79
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	2,995,500.00	\$	2,964,108.00	\$	2,978,927.70	\$	14,819.70	3130ADFA5	2/12/2018	2/12/2021	2.30	2.30000	8/12/2018	\$	26,654.79
Federal Farm Credit bank	\$	1,000,000.00	\$	1,001,406.25	\$	995,404.00	\$	999,531.00	\$	4,127.00	3133EJEM7	3/5/2018	3/1/2021	2.50	2.45086	9/1/2018	\$	8,287.67
Federal Farm Credit bank	\$	1,000,000.00	\$	995,970.00	\$	995,970.00	\$	999,591.70	\$	3,621.70	3133EJYX1	11/9/2018	3/4/2021	2.82	3.00010	11/9/2018	\$	4,017.53
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	1,987,984.00	\$	1,985,774.60	\$	(2,209.40)	3133EJFJ3	3/8/2018	3/8/2021	2.60	2.60000	9/8/2018	\$	16,241.10
Federal Farm Credit bank	\$	2,000,000.00	\$	1,980,356.22	\$	1,980,356.22	\$	1,997,724.80	\$	17,368.58	3133EJJD2	10/18/2018	4/5/2021	2.54	2.95600	10/18/2018	\$	10,299.18
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	996,250.00	\$	995,182.00	\$	995,483.10	\$	301.10	3130AE4H0	5/18/2018	4/26/2021	2.68	2.81350	10/26/2018	\$	4,846.03
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,003,326.70	\$	3,326.70	3130AF6U6	10/30/2018	4/30/2021	3.00	3.00000	10/30/2018	\$	5,095.89
Federal Home Loan Mortgage Corp. Note	\$	3,000,000.00	\$	3,000,000.00	\$	3,000,000.00	\$	3,013,760.70	\$	13,760.70	3134GSE27	11/27/2018	5/27/2021	3.05	3.05000	11/27/2018	\$	8,523.29
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,111.10	\$	111.10	3134GSYE9	9/28/2018	6/28/2021	3.00	3.00000	12/28/2018	\$	246.58
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	997,410.00	\$	997,410.00	\$	998,783.50	\$	1,373.50	3134GSRK3	11/9/2018	7/16/2021	2.92	3.02010	11/9/2018	\$	4,160.00
Federal Farm Credit bank	\$	2,000,000.00	\$	1,989,060.00	\$	1,989,060.00	\$	2,014,087.20	\$	25,027.20	3133EJZU6	11/9/2018	9/20/2021	2.85	3.05010	11/9/2018	\$	8,120.55
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,241.30	\$	241.30	3130AEX21	9/27/2018	9/27/2021	3.00	3.00000	9/27/2018	\$	7,808.22
Federal Farm Credit bank	\$	2,000,000.00	\$	1,996,585.18	\$	1,996,585.18	\$	2,024,649.20	\$	28,064.02	3133EJK24	10/19/2018	10/19/2021	3.00	3.06000	10/19/2018	\$	12,000.00
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	2,000,000.00	\$	2,009,211.40	\$	9,211.40	3130AFAC1	10/25/2018	10/25/2021	3.17	3.17000	10/25/2018	\$	11,637.81
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	997,880.00	\$	997,880.00	\$	1,001,326.00	\$	3,446.00	3130AF2Y2	11/9/2018	10/29/2021	3.13	3.20010	11/9/2018	\$	4,452.05
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	2,000,000.00	\$	2,005,334.40	\$	5,334.40	3130AFAL1	11/16/2018	11/16/2021	3.25	3.25000	11/16/2018	\$	8,013.70
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,002,873.80	\$	2,873.80	3130AFDH7	11/23/2018	11/23/2021	3.25	3.25000	11/23/2018	\$	3,383.56
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,005,521.10	\$	5,521.10	3130AFCU9	11/26/2018	11/26/2021	3.13	3.12500	11/26/2018	\$	2,996.58
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	1,003,633.20	\$	3,633.20	3130AFD38	11/26/2018	11/26/2021	3.00	3.00000	11/26/2018	\$	2,876.71

Sub-Total	\$	213,400,000.00	\$	213,056,820.76	\$	210,916,138.10	\$	212,016,318.14	\$	1,100,180.05								\$	993,531.48
							\$	(1,040,502.62)											

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TexPool 85,242,521.20