



Lewisville City Council

The agenda and backup items follow in one continuous document. However, to view documents individually, click on the bookmark tab at the left of the screen. A list of all documents contained in the packet should appear in a screen to the left. If it does not, click on the “Show/Hide Navigation Pane” button in the toolbar at the top of the page.



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A G E N D A

LEWISVILLE CITY COUNCIL MEETING FEBRUARY 15, 2016

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

**WORKSHOP SESSION - 5:45 P.M.
REGULAR SESSION - 7:00 P.M.**

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION – 5:45 P.M.

- A. Discussion of Public Art Policy.
- B. Discussion of Logo and Color Scheme for No. 3 Elevated Storage Tank
- D. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION - 7:00 P.M.

- A. **INVOCATION:** Councilman Gilmore
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:**
Mayor Pro Tem Ferguson
- C. **PROCLAMATION:** Declaring the week of February 21-27, 2016, as
“Lewisville Rotary Week 2016”
- D. **PRESENTATION:** Certificates of Appreciation to Citizens; Gene Auzenne,
Kerry Meeks, Jeff Hudson, Brian Smiley, and Steve Sullivan From the Lewisville
Police Department

**AGENDA
LEWISVILLE CITY COUNCIL
FEBRUARY 15, 2016**

E. PUBLIC HEARINGS:

- 1. Continued Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Single-Family Residential (R-7.5) to Old Town Mixed Use One (OTMU1) on an Approximately 0.1515-Acre Property Located on the East Side of Milton Street Approximately 50 Feet North of Edwards Street at 426 Milton Street, as Requested by Gerardo Gallardo the Property Owner (Case No. PZ-2016-01-01).**

ADMINISTRATIVE COMMENTS:

The public hearing for this item was continued at the February 1, 2016, City Council meeting. The zone change request is in accordance with the Old Town Master Plan and will provide greater flexibility for setbacks associated with a new residence proposed for the property. The Planning and Zoning Commission recommended approval of the zone change request by a vote of 7-0 at their meeting on January 19, 2016.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS: Richard E. Luedke, Planning Manager
Gerardo Gallardo, Property Owner

- 2. Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Specific Use District-Mining (SU-Mining) to Specific Use District-Landfill Accessory Use (SU-Landfill Accessory Use); on an Approximately 4.237-Acre Tract of Land out of the Hugh Harper Survey, Abstract No. 605; Located at 1600 South Railroad Street, as Requested by Richard Dormier of Freeman-Millican, Inc. on Behalf of Waste Management of Texas, INC., the Property Owner (Case No. PZ-2016-01-02).**

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ADMINISTRATIVE COMMENTS:

The proposed tract is part of the larger Waste Management property and is part of the roadway that leads into the landfill. The request is not for an expansion of the landfill, but rather to allow for the accessory uses related to the landfill such as the gate house; scales and tire wheel wash area that currently reside inside the landfill footprint. The Planning and Zoning Commission recommended approval of the zone change request by a vote of 6-0 at their meeting on January 19, 2016.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS: Richard E. Luedke, Planning Manager
Richard Dormier, Freeman-Millican, Inc.

3. **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From General Business (GB) to Old Town Center Business District (OTC); on an Approximately 0.75-Acre Tract of Land out of the J.W. King Survey, Abstract No. 696, Located at the Northwest Corner of East Main Street and Kealy Avenue, as Requested by James Murray of Hard Sun 100 LLC, the Property Owner (Case No. PZ-2016-02-03).**

ADMINISTRATIVE COMMENTS:

The 0.75-acre property located at the northwest corner of East Main Street and Kealy Avenue was home to the Lewisville Feed Mill, a family owned and operated business, for 124 years. The property was sold in November 2015 to restaurateur Mr. James Murray of Hard Sun 100 LLC, who intends to convert the existing structures on the property into a restaurant, while preserving as much of the historical character as possible. The property consists of several tracts of land containing the feed mill building and grain silos. The requested designation of Old Town Center Business District (OTC) is consistent with the Old Town Master Plan. The Planning and Zoning Commission recommended approval of the zone change request by a vote of 6-0 at their meeting on February 2, 2016.

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RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS: Richard E. Luedke, Planning Manager
James Murray, Property Owner

4. **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit (SUP) for Minor Automobile Services Consisting of a Free-Standing Goodyear Auto Care Facility; and Consideration of Four Associated Variances on an Approximately 1.212-Acre lot, Legally Described as Lot 1, Block G, Carrington Village Addition Phase II, Located at the Northwest Corner of FM 3040 and SH 121 Business, as Requested by Steve Meier of Hummel Investments, LLC. on Behalf of Drexel Realty Lewisville LP, the Property Owner (Case No. SUP-2016-02-01).**

ADMINISTRATIVE COMMENTS:

Goodyear currently operates out of the retail center adjacent to this property. They have outgrown the facility and are looking to build a new 7,800 square-foot facility with 12 service bays. Staff recommends the following conditions if this SUP is approved: 1) overnight outside storage of vehicles shall not be allowed; 2) the outside storage of tires or other material shall not be allowed on the site; and 3) the hours of operation shall be limited to 7:30 a.m. to 7:00 p.m. Monday-Friday; 8:00 a.m. to 5:00 p.m. on Saturday and closed on Sunday. Four variances are requested: a) to waive the deceleration requirement; b) to waive the 250-foot control of access from the intersection of SH 121 Business; c) to waive the 230-foot driveway spacing requirement from an existing driveway on a separate lot; and d) to reduce the required 10-foot setback to 5 feet from the existing water and sanitary sewer easement. The Planning and Zoning Commission recommended approval of the SUP by a vote of 5-1 at their meeting on February 2, 2016.

RECOMMENDATION:

That the City Council consider the proposed ordinance and variances as set forth in the caption above.

**AGENDA
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PRESENTATION: Richard E. Luedke, Planning Manager

AVAILABLE FOR QUESTIONS: Steve Meier, Hummel Investments, LLC.

5. **Public Hearing: Consideration of an Ordinance Adopting Camp Standards of Care in Compliance With Texas Administrative Code 745.115(3) Municipal for Recreational Camp Programs.**

ADMINISTRATIVE COMMENTS:

The Department of Family and Protective Services provides an exemption to the license requirement for child-care facilities for municipal recreation programs. The City's camp program meets the criteria for said exemption but requires the Council's adoption of the proposed ordinance setting for the standards of care. This is the same standards of care as approved by City Council the past five years with the addition of the LLELA Nature Preserve Camps.

RECOMMENDATION:

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

- F. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.
- G. **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.
6. **APPROVAL OF MINUTES: City Council Minutes of the February 1, 2016, Workshop Session and Regular Session.**

**AGENDA
LEWISVILLE CITY COUNCIL
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- 7. Approval of an Economic Development Agreement by and Between the City of Lewisville and Coyote Theaters LLC; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

Coyote Theater LLC will be constructing a drive-in theater facility to be located at the southeast corner of Midway Road and Holford's Prairie Road. Coyote is projected to invest \$8 million in the project which includes an already purchased 35 acres of land and will include improvements on the property. The agreement calls for the City to provide a Start-Up Grant not to exceed \$306,500.

RECOMMENDATION:

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

- 8. Approval of an Amendment to the Economic Development Agreement That was Approved on March 17, 2014, by and Between Old Town Development Lewisville, LLC, and the City of Lewisville; and Authorization for the City Manager to Execute the Contract.**

ADMINISTRATIVE COMMENTS:

On March 17, 2014, the City and the Developer entered into an Economic Development Agreement to purchase property, construct public and private improvements and build three new restaurants in a manner consistent with approved plans in return for certain cost reimbursements and other grants. The project is currently under construction and this amendment is needed to further clarify the actual cost reimbursement for certain public improvements that will be completed as part of the project.

RECOMMENDATION:

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

**AGENDA
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- 9. Approval of a Professional Services Agreement With Birkhoff, Hendricks & Carter, L.L.P., in the Amount of \$407,470 for Professional Engineering Services for the Design, Construction and Special Services for the Vista Ridge Lift Station Improvements; and Authorize the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

Funding was approved in the FY 2015-16 budget for engineering design services for improvements of the Vista Ridge Lift Station. Birkhoff, Hendricks, and Carter, L.L.P. was selected to provide the engineering services for the design of replacement pumps, motors, check valves, piping, motor control centers and other electrical, odor control and SCADA system upgrades. The addition of a barscreen is sought to protect the pumps and remove debris from the system. Engineering services on this project are \$407,470, which includes: design, bidding and construction services at a cost of \$343,000; and Special Services: surveying, site plan preparation, geotechnical, quality control services at a cost of \$64,470. Funding is available in the Vista Ridge LS capital project. The anticipated design phase for the project is twelve months. Preliminary projected construction and improvement costs for the station improvements are \$4,000,000.

RECOMMENDATION:

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

- 10. Approval of a Bid Award for the FM544 Utility Relocations Improvement Project to Four Star Excavating, Dallas, Texas, in the Amount of \$299,301.45; Which Includes \$14,252.45 for Contingencies; and Authorization for the City Manager to Execute the Contract.**

ADMINISTRATIVE COMMENTS:

A total of sixteen (16) bid invitations were downloaded from Bidsync.com. Eight (8) bids were received and opened January 21, 2016. The project consists of water line and sanitary sewer relocations on the north side of FM544 between Old Denton Road and Windhaven Parkway and a water line crossing underneath FM 544 in front of Killian Middle School due to the TxDot expansion of FM544. Funds are available in Capital Improvement Project Accounts.

**AGENDA
LEWISVILLE CITY COUNCIL
FEBRUARY 15, 2016**

RECOMMENDATION:

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

- 11. Approval of the Annual Arbitrage Rebate Reports From First Southwest Company Showing no Arbitrage Liability.**

ADMINISTRATIVE COMMENTS:

First Southwest Company has completed all arbitrage calculations for 2015 to comply with Internal Revenue Service Arbitrage Regulations. The Federal Tax Reform Act of 1986 requires local governments to report and rebate interest earnings related to tax exempt bond proceeds which exceed interest allowed or paid on the bonded debt. The reports show no arbitrage liability as of September 30, 2015. Arbitrage liabilities are recalculated every year, and payment of liabilities is only required if the issues have a positive liability on five-year anniversary or final maturity dates.

RECOMMENDATION:

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

- 12. Approval of a Contract Award for Two Copper Ion Generators to ONG Consulting, LLC, of Wichita Kansas, in the Amount of \$180,387; and Authorization for the City Manager to Execute the Contract.**

ADMINISTRATIVE COMMENTS:

A total of sixteen (16) requests for proposals were downloaded from Bidsync.com. Two (2) proposals were received and opened February 4, 2016. This contract is for the purchase of two industrial grade Copper Ion Solution Generators with all associated parts and hardware to be installed at the Raw Water Intake Structures. These units will provide a very low dosage (parts per billion) to inhibit Zebra Mussel colonization. Installation of the units will be performed by City staff. Funds are available in the Capital Generator Project Account.

RECOMMENDATION:

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

**AGENDA
LEWISVILLE CITY COUNCIL
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- 13. Authorization to Submit a Letter in Protest to the Bureau of Land Management Regarding the Proposed Competitive Sale of an Oil and Gas Lease on Approximately 259 Acres In and Adjacent to Lewisville Lake.**

ADMINISTRATIVE COMMENTS:

On January 20, 2016, the Bureau of Land Management, New Mexico State Office, issued a notice of competitive sale of oil and gas leases for several parcels of land including approximately 259 acres in and adjacent to Lewisville Lake (“Lewisville Lake Property”). A protest of said sale must be filed by February 18, 2016. To date, both Dallas and Highland Village have submitted letters of protest for the sale of leases on the Lewisville Lake Property.

RECOMMENDATION:

That the City Council authorize the submission of a letter in protest as set forth in the caption above.

H. REGULAR HEARINGS:

- 14. Consideration of a Variance to the Lewisville City Code Section 6-103 (Access Management) Regarding Access Spacing Related to ACT Construction Located at 350 McDonnell Street, as Requested by Bill Robinson of Cross Engineering Consultants, Inc. on Behalf of the Owner.**

ADMINISTRATIVE COMMENTS:

The subject site is a proposed 0.896-acre lot zoned Light Industrial (LI). ACT Construction is currently platting two lots in the Lamb Addition into one lot and expanding their existing building and site into to the vacant lot on the west side of their existing business. Staff has reviewed and approved the engineering site plan for ACT Construction subject to the City Council approval of the variance to allow both driveways on McDonnell Street to abut an existing driveway on an adjacent site in lieu of the required 50 foot spacing required for driveways on adjacent lots.

RECOMMENDATION:

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

**AGENDA
LEWISVILLE CITY COUNCIL
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- 15. Consideration of a Resolution Authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to Negotiate an Electric Supply Agreement for Five Years for Deliveries Effective January 1, 2018.**

ADMINISTRATIVE COMMENTS:

The City is a member of TCAP (Texas Coalition for Affordable Power), a non-profit, political subdivision corporation and alliance of cities and other political subdivisions who together purchase electricity for government use. TCAP's membership consumes approximately 1.4 billion kilowatt hours (kWh) annually, with Lewisville being the 10th largest at approximately 26.8 million kWh. As a member of TCAP, the city is currently under contract for the purchase of electrical power through December 31, 2017. This resolution is to support the opportunity for TCAP to contract for electricity on behalf of its members for the period beginning January 1, 2018 through December 31, 2022.

RECOMMENDATION:

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

PRESENTATION: Clifford Howard, Fiscal Services Manager

- 16. Consideration of Acceptance of Resignation of Judy Kay Ferguson From Place No. 4 on the Community Development Block Grant Advisory Committee (CDBG); Declare Vacancy Exists on the CDBG; and Consideration of an Appointment to Place No. 4 on the CDBG.**

ADMINISTRATIVE COMMENTS:

Judy Kay Ferguson has submitted her resignation from Place No. 4 on the CDBG due to time conflicts with her schedule. The City Council will need to declare a vacancy and consider a new appointment to fill this vacancy.

RECOMMENDATION:

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

**AGENDA
LEWISVILLE CITY COUNCIL
FEBRUARY 15, 2016**

- I. **REPORTS**: Reports about items of community interest regarding which no action will be taken.
- Quarterly Investment Report From October 1, 2015 – December 30, 2015
- J. **CLOSED SESSION**: In Accordance with Texas Government Code, Subchapter D,
1. Section 551.071 (Consultation with Attorney): Legal issues related to conflicts of interest
 2. Section 551.072 (Real Estate): Property Acquisition
 3. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- K. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- L. **ADJOURNMENT**

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).

PUBLIC ART POLICY

February 15, 2016



Public Art Policy

- ▶ Draft policy was developed by staff based on:
 - Council discussion and direction associated with 2015–16 budget and 2015 bond package
 - Discussions with Arts Advisory Board
 - Preferences stated by Blue Ribbon Capital Projects Committee (Lewisville 2025 Steering Committee)
 - Public input incorporated into the Lewisville 2025 plan
 - Language used in existing policies in other cities
- ▶ Arts Advisory Board will review Council input from this workshop, then vote on the draft policy before making a recommendation

Public Art Policy

- ▶ Establishes a Public Art Program
 - Content is limited to policy-level direction
 - Administration assigned to the City Manager
 - Defines the purpose and goals
 - Requires a long-range plan
 - Describes the Public Art Collection
 - Authorizes capital project funding
- ▶ Implementation of the policy is addressed through an Administrative Directive

Purpose and Goals

▶ Purpose

- “To establish a Public Art Program that will help distinguish Lewisville among North Texas cities by communicating Lewisville’s character and celebrating its heritage and its people.”



Purpose and Goals

► Goals

- Strengthen economic development
- Involve residents and business community
- Express our shared values and qualities
- Involve artists in overall urban design
- Build a collection of high-quality artworks
- Explore relationship between art and architecture
- Create interaction with artists and the public
- Promote tourism in public spaces



Public Art Master Plan

- ▶ Required as part of the Public Art Program
 - Establishes a long-range plan for acquisition and distribution of Public Art
 - Includes recommendations for future Public Art projects that should be considered or pursued
 - Typically includes specific recommendations tied to individual locations and facilities
 - Provides criteria for selecting artwork and locations
 - Plan development would include public input
 - Likely would hire a professional firm to assist with developing the plan

Public Art Collection

- ▶ Includes any pieces of Public Art obtained and owned by the city (already have some pieces)
- ▶ Can include temporary exhibits (minimum of 90 days) with City Council approval
- ▶ Allows the loan of portable pieces to other agencies with City Council approval
- ▶ Prohibits spending public funds for Public Art on private property unless authorized by Council
- ▶ Encourages inclusion of art as part of any large private development

Public Art Funding

- ▶ Authorizes a Public Art Project within the Capital Projects Fund
- ▶ Funding from city capital projects can equal up to 2 percent of construction cost (CC option)
- ▶ This fund cannot be used to pay for projects outside Lewisville city limits or in areas not commonly open to the general public
- ▶ City Manager can budget other funding sources
- ▶ Unused money returns to the Public Art Project
- ▶ All purchases require a maintenance plan

QUESTIONS?



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

Lewisville Convention & Visitors Bureau

TOPIC: 1.0 – ADMINISTRATION
REFERENCE: SECTION VII – PUBLIC ART

I. PURPOSE

The purpose of this policy is to establish a Public Art Program that will help distinguish Lewisville among North Texas cities by communicating Lewisville’s character and celebrating its heritage and its people.

II. GOALS

The City’s Public Art Program will create a better visual environment for the residents and visitors to Lewisville. By working to enhance the aesthetic qualities of the community and engaging artists and members of the community in these efforts, the Public Art Program will:

- 1) Use Public Art as a tool to strengthen economic development and tourism.
- 2) Engage residents and business stakeholders in the selection and commissioning of Artworks for all members of the public to enjoy.
- 3) Educate community members of all ages in appreciation of the arts by providing avenues for expressing our shared values and ideas about this place and its qualities as a community.
- 4) Involve artists in the overall planning and urban design of the community and its infrastructure.
- 5) Build a collection of high-quality Artworks that respond to the uniqueness of the community and its rich heritage.
- 6) Explore the relationship between art and architecture as expressed through the Public Art process.
- 7) Create opportunity and possibilities for interaction between artists and design professionals, planners, citizens and City officials in development of cultural infrastructure.
- 8) Integrate the design work of artists into the development of Lewisville’s capital infrastructure improvements and to promote tourism and economic vitality in Lewisville through the artistic design of public spaces.

It is not the intent of this policy to use Public Art funding to acquire pieces that are mass-produced or of standard manufacture.

III. DEFINITIONS

For the purposes of this policy, the following terms, phrases, words and their derivation shall have the meaning given here:

Art or Artwork when used herein shall mean works in any permanent or semi-permanent medium or combination of media produced by a professional practitioner in the arts generally recognized as possessing serious intent and substantial ability. For the purposes of this policy, the terms *Art* and *Artwork* do not include landscaping or the performing or literary arts such as dance, music, drama, or poetry unless expressed in a manner defined above.

Public Art when used herein shall mean Art that is visually or physically accessible to the public and that is acquired by or donated to the City of Lewisville.

Public Art Collection when used herein shall mean all works of Art owned by the City of Lewisville, Texas.

Public Art Master Plan when used herein shall mean the Public Art Master Plan of the City of Lewisville, Texas, as it exists or may be amended.

Public Art Program when used herein shall mean the Public Art Program of the City of Lewisville, Texas, as established by this policy.

Public Art Project when used herein shall mean a project in the Capital Projects Fund into which funding designated for the purpose of obtaining and maintaining a Public Art Collection is allocated and from which the cost of such activity shall be paid.

IV. PUBLIC ART MASTER PLAN

A Public Art Master Plan shall establish a long-range plan for the acquisition and distribution of Public Art throughout the City. This plan shall contain recommendations on the sorts of Public Art Projects that ought to be eligible for inclusion in the Public Art Collection, criteria for selection of works for the Collection, and preferred locations for placement of Public Art. It is the intent of City Council that public input be part of the development of the Public Art Master Plan.

V. PUBLIC ART COLLECTION

Any piece of Public Art obtained by the City, either through purchase or by donation, shall be considered a part of the City's Public Art Collection and property of the City of Lewisville. The City shall own the physical work, with unlimited reproduction rights allowed the City for appropriate promotional and educational purposes. Other than those rights of fair use ceded to the City of Lewisville, the artist may retain copyright and other intellectual property rights in and to the final design and the final artistic work itself. In those cases where the artist retains the copyright, he/she shall grant to the City a perpetual, irrevocable license to graphically reproduce, depict or display the final artistic work for any non-commercial or promotional purpose.

While the emphasis is on permanent pieces, Public Art Projects may, with City Council approval include installations, artist-in-residence programs and other short-term projects that result in the creation of temporary Public Art (not less than 90 days on display) not intended for long-term acquisition by the City.

When a work of visual art is incorporated into or made part of a City-owned facility in such a way that removing the work from the facility will cause the destruction, distortion, mutilation, or other modification of the work, the City shall have absolute unrestricted rights incidental to its full ownership of the final artistic work to alter, change, modify, destroy, move, remove, replace,

transport or transfer, in whole or in part, the final artistic work when the City deems it necessary within its discretion in order to exercise the City's powers and responsibilities in regard to public works and improvements, in furtherance of the City's operations or for any other good cause.

Public Art Collection pieces of a portable nature may be loaned to other agencies or entities with City Council approval, upon recommendation from City Staff and the Arts Advisory Board.

City funds will not be expended to place or maintain Public Art on property not owned by the City unless specifically authorized by the City Council.

The inclusion of Art will be encouraged as part of any large private development project. Art should be considered as an integral part of the design of space in and around a large development.

VI. FUNDING

The City of Lewisville shall establish and maintain a Public Art Project within the Capital Projects Fund from which Public Art projects in the City may be funded.

Funding from Capital Projects can equal up to two (2) percent of the construction cost (excluding all costs for demolition and real property acquisition) for a Council-designated project and be used for the acquisition or creation of Public Art incorporated into the designated project. Public Art allocations for a bond-funded project will remain with the designated Capital Project and will not be transferred to any other fund or project. Allocations authorized by this paragraph shall not be made for capital improvement projects located outside Lewisville city limits or in areas not commonly open to the general public.

Other funding sources can be identified by the City Manager through the budget process.

If a Public Art project is completed without spending the entire amount allocated by City Council, any remaining money will be returned to the Public Art Project. If voter-approved bond funds are used for Public Art, the Artwork must be permanently incorporated into the design of the capital project.

As part of the acquisition process for any piece of Public Art, a maintenance plan shall be developed that includes anticipated future expenses and identifies a funding source to cover those expenses.

VII. GENERAL PROVISIONS

The City of Lewisville reserves the right to change, modify, amend, revoke or rescind all or part of this policy.

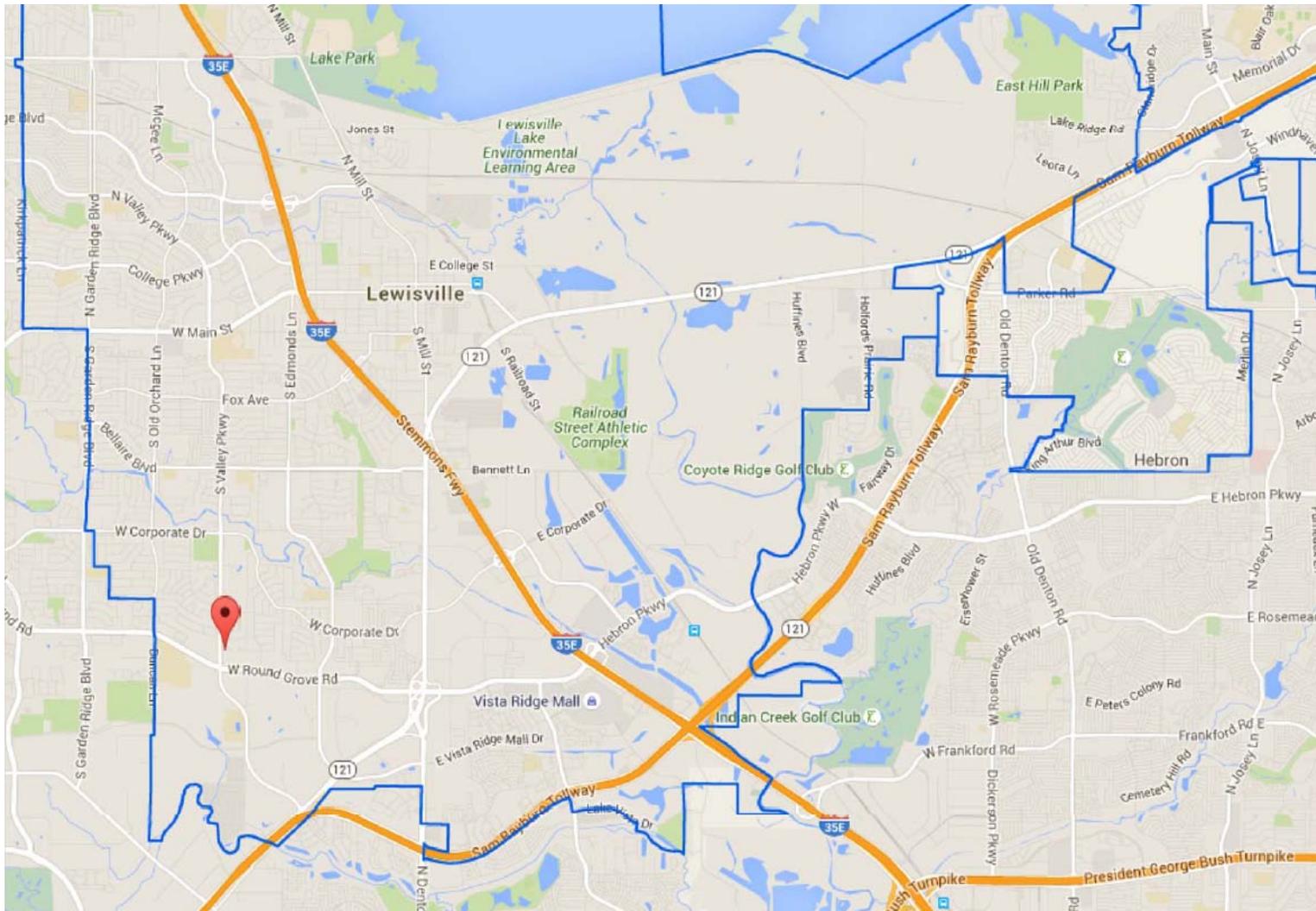
No. 3 Elevated Storage Tank

South Valley Parkway at Round Grove
Road

Logo and Color Scheme Discussion



Location Map

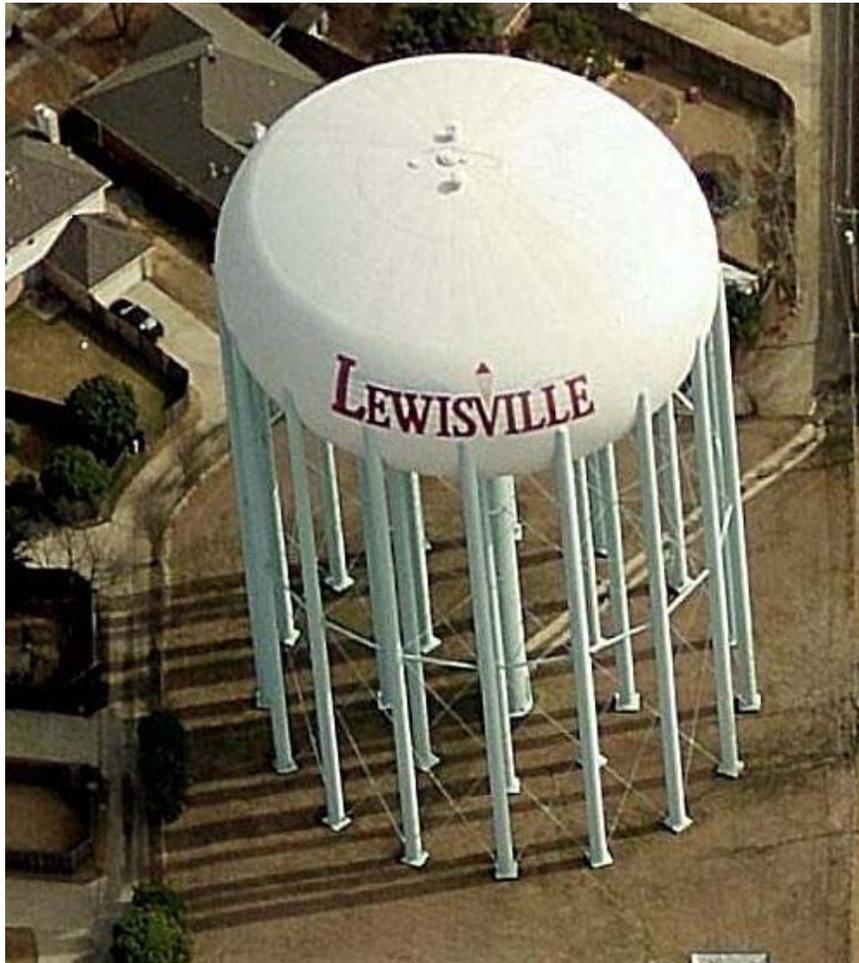


Project Status



- Project is Underway
- Contract Awarded to J.R. Stelzer Company On October 5, 2015
- Project includes rehabilitation and painting
- Work will be complete by June 2016

Existing Paint & Logo



New Logo



Size and Placement of Logo – 2 Options

- Option #1 - Smaller and Centered
- Option #2 - Larger and Offset

Tank Reservoir Elevation - LOGO

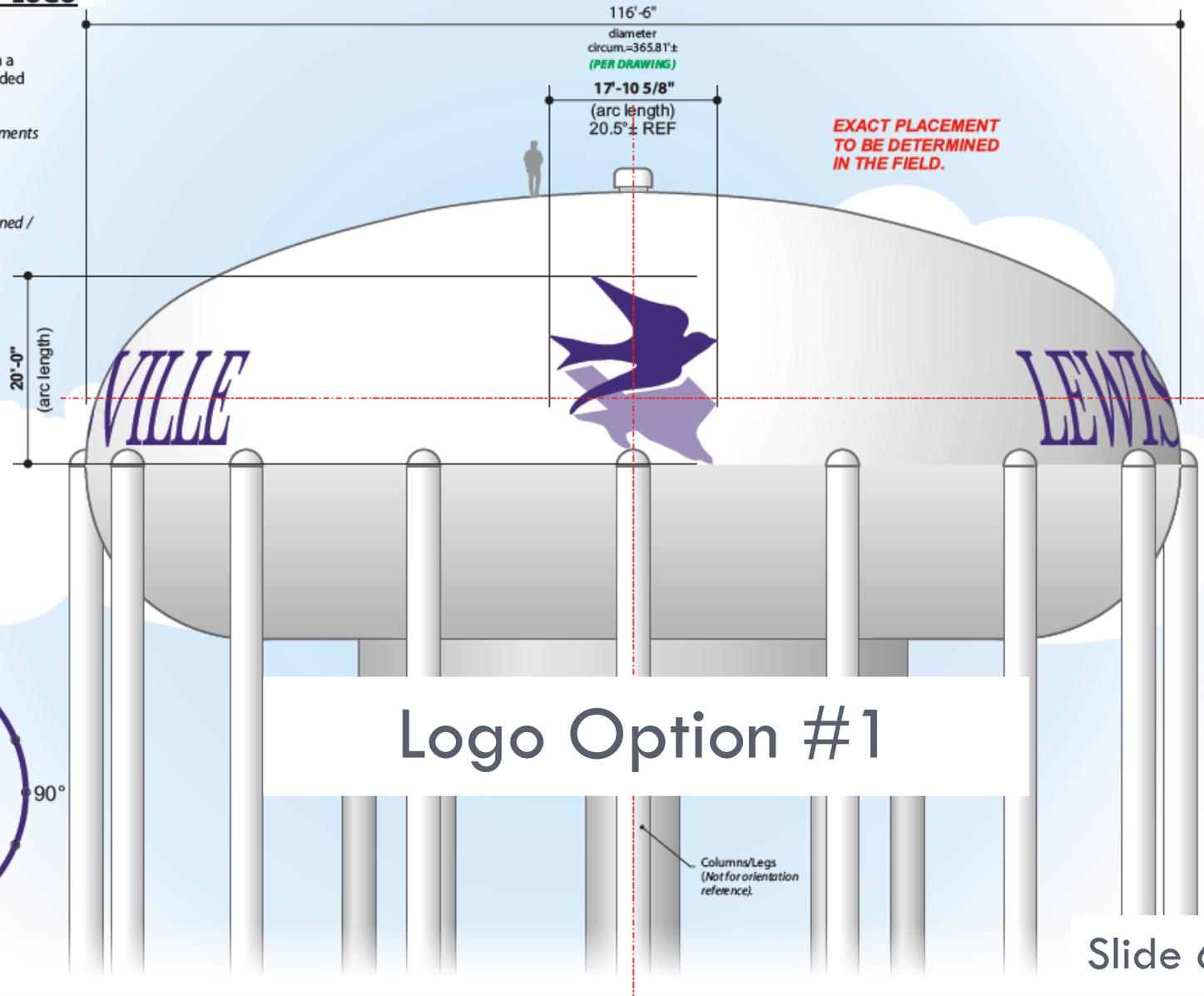
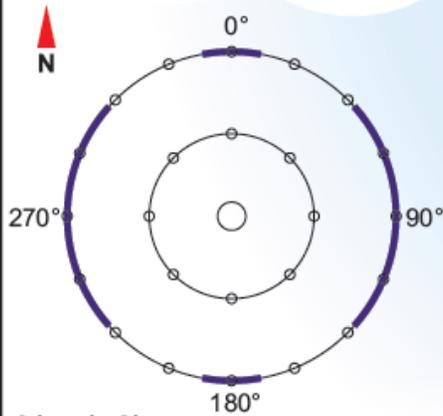
Planar measurements of graphics.

Tank measurements shown are based on a typical 2.5M gallon tank and client-provided drawing.

Owner/Engineer should verify all measurements prior to final approvals and production.

Quantity: (2) equally centered sides.
Generally facing North & South.
Exact quantity & orientation to be determined / verified in the field by owner / engineer.

-  Themec F700R0468 266c It's Purple
-  Themec F700B4874 265c Purple
-  Tank: To be determined (see color options)



Logo Option #1

Slide 6



Tim Donovan | Owner
8327 Sawyer Brown Rd.
Nashville, TN 37221
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: Birkhoff, Hendricks & Carter LLP
Design: Lewisville TX S Valley Pkwy 2.5MGWT A2
Revision Date: 01-20-16
First Print Date: 08-06-15
Scale: 1/16"=1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____
APPROVED **DATE** _____
APPROVED AS NOTED **DATE** _____
REVISE + RESUBMIT **DATE** _____

Colors shown are close approximations due to uncontrolable variations in output devices, lighting conditions and media viewed on. Refer to color callouts when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

PAGE

Tank Reservoir Elevation - LOGO

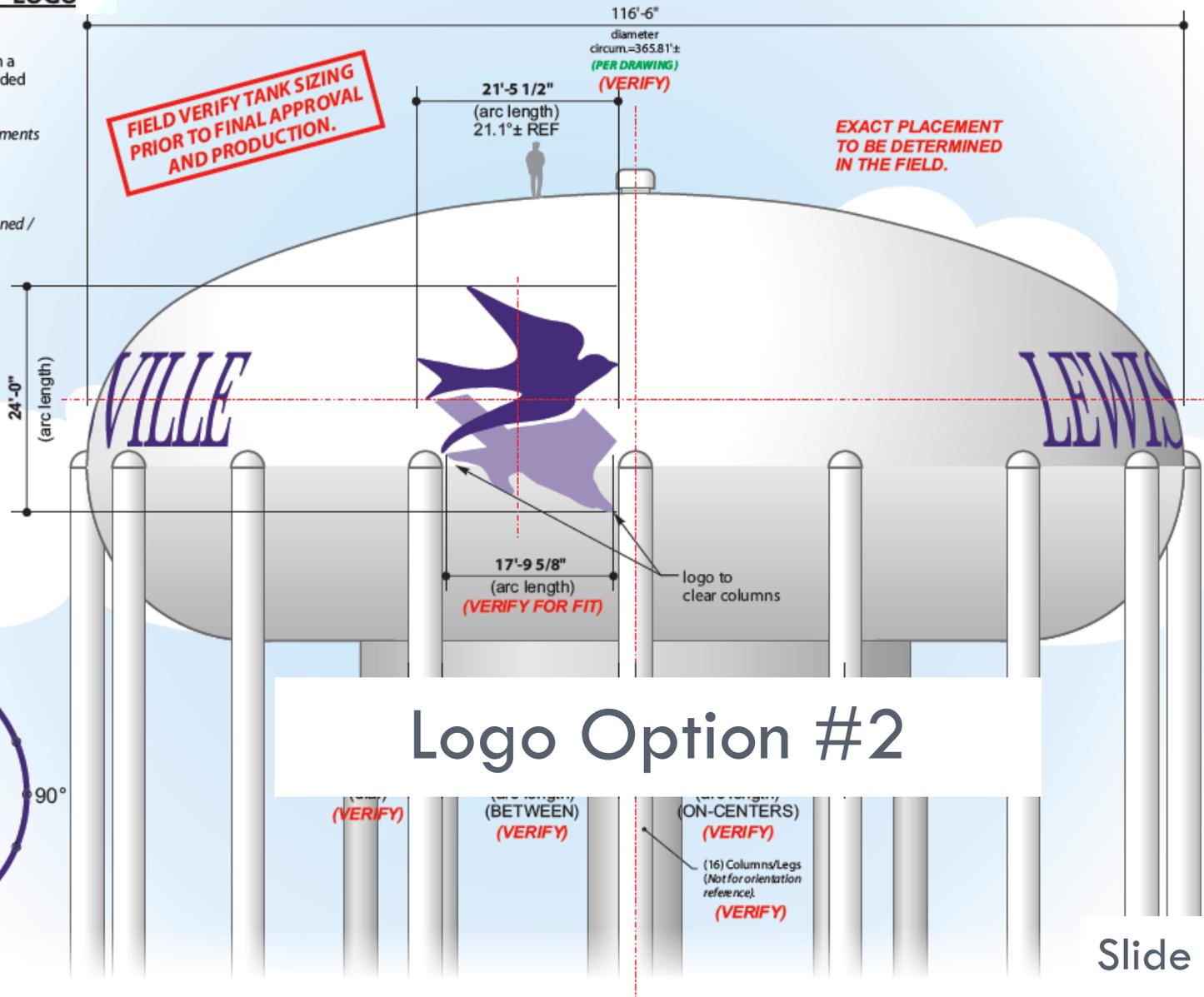
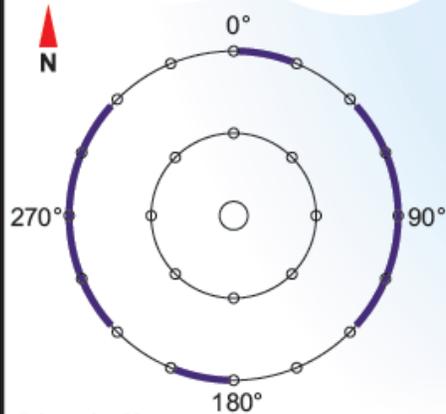
Planar measurements of graphics.

Tank measurements shown are based on a typical 2.5M gallon tank and client-provided drawing.

Owner/Engineer should verify all measurements prior to final approvals and production.

Quantity: (2) equally centered sides. Generally facing approx. NbE & SbW. Exact quantity & orientation to be determined / verified in the field by owner / engineer.

-  Tnemec F700R0468 266c It's Purple
-  Tnemec F700B4874 265c Purple
-  Tank: To be determined (see color options)



Slide 7



Tim Donovan | Owner
 8327 Sawyer Brown Rd.
 Nashville, TN 37221
 615.473.0272 tel
 888.492.1831 fax
 Tim@TankLOGOS.com

Client: Birkhoff, Hendricks & Carter LLP
Design: Lewisville TX S Valley Pkwy 2.5MGEWT B1
Revision Date: 01-21-16
First Print Date: 08-06-15
Scale: 1/16"=1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____

APPROVED DATE _____

APPROVED AS NOTED DATE _____

REVISE + RESUBMIT DATE _____

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color calibrations when specified. All renderings shown are approximate and are provided as a visualization only. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

PAGE

Tank Reservoir Elevation - LOGO

Planar measurements of graphics.

Tank measurements shown are based on a typical 2.5M gallon tank and client-provided drawing.

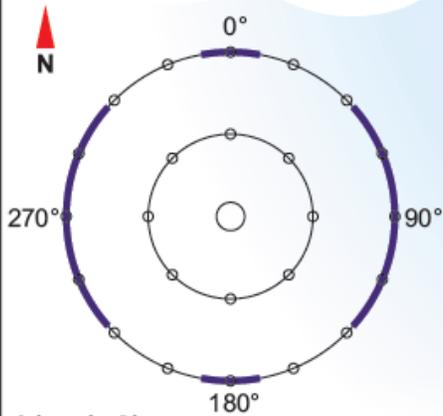
Owner/Engineer should verify all measurements prior to final approvals and production.

Quantity: (2) equally centered sides.
Generally facing East & West.
Exact quantity & orientation to be determined / verified in the field by owner / engineer.

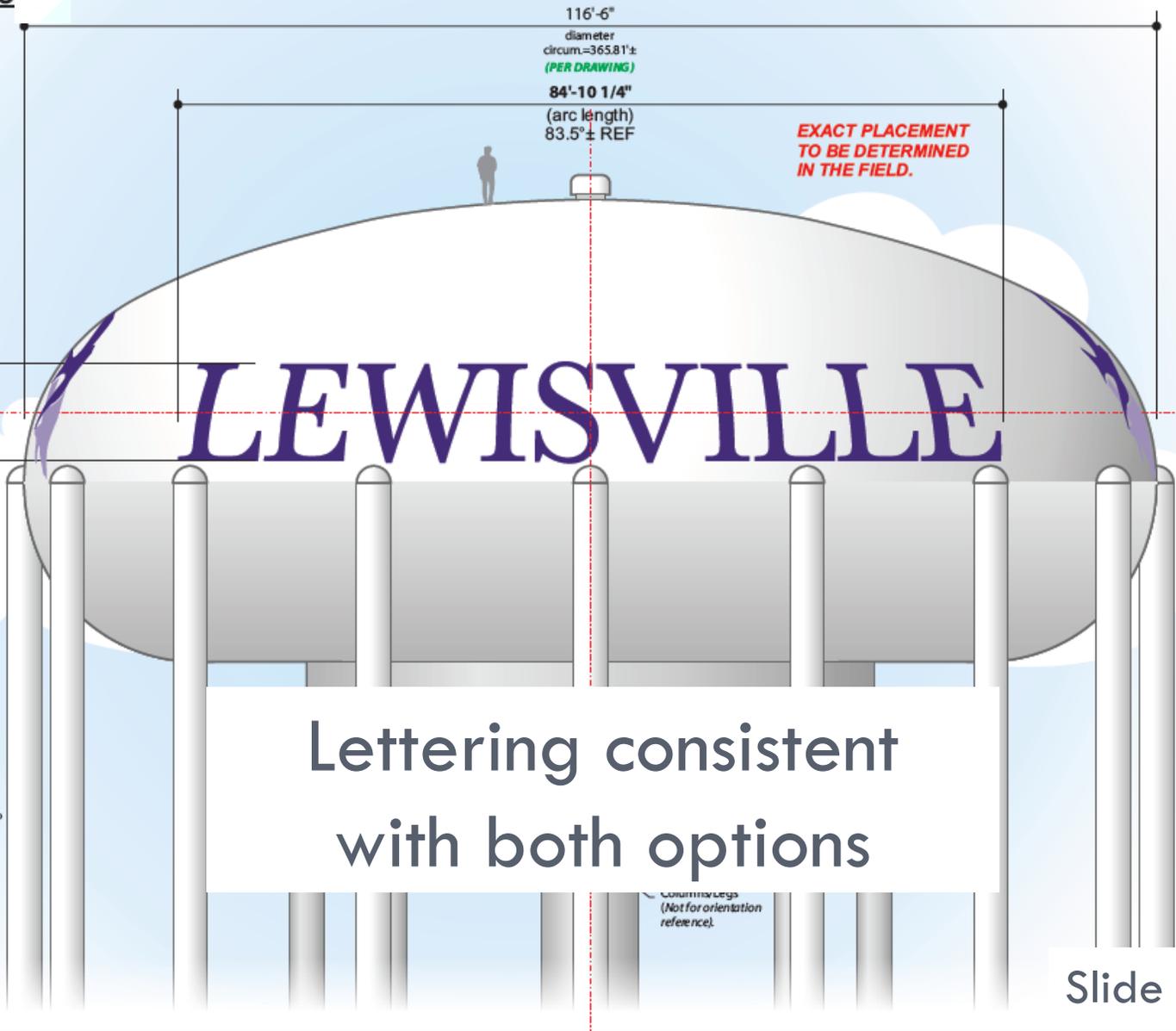
 Themec F700R0468
266c It's Purple

 Themec F700B4874
265c Purple

 Tank:
To be determined
(see color options)



Orientation Diagram
NTS



Lettering consistent with both options

Columns/Legs
(Not for orientation reference).

Slide 8



Tim Donovan | Owner
8327 Sawyer Brown Rd.
Nashville, TN 37221
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: Birkhoff, Hendricks & Carter LLP
Design: Lewisville TX S Valley Pkwy 2.5MGWT A2
Revision Date: 01-20-16
First Print Date: 08-06-15
Scale: 1/16"=1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.
Signature _____
APPROVED **DATE** _____
APPROVED AS NOTED **DATE** _____
REVISE + RESUBMIT **DATE** _____

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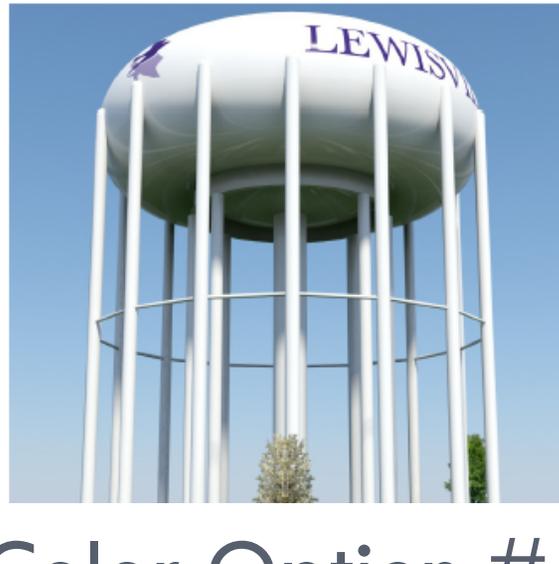
PAGE

Tank Painting



Color Scheme – 3 Options

- Option #1 - All White
- Option #2 - White with Purple Standpipe
- Option #3 - White with Purple Legs



Color Option #1

Slide 10



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 888.492.1831 fax
 Tim@TankLOGOS.com

Client: Birkhoff, Hendricks & Carter LLP
Design: Lewisville TX S Valley Pkwy 2.5MG EWT A4
Revision Date: 01-25-16
First Print Date: 08-06-15
Scale: nts

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Signature _____
APPROVED **DATE** _____
APPROVED AS NOTED **DATE** _____
REVISE + RESUBMIT **DATE** _____

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PAGE



1800± away



1800± away



1800± away



300± away



Color Option #2

Slide 11



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 888.492.1831 fax
 Tim@TankLOGOS.com

Client: Birkhoff, Hendricks & Carter LLP
Design: Lewisville TX S Valley Pkwy 2.5MG EWT A4
Revision Date: 01-25-16
First Print Date: 08-06-15
Scale: nts

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____
APPROVED DATE _____
APPROVED AS NOTED DATE _____
REVISE + RESUBMIT DATE _____

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PAGE



Color Option #3

Slide 12



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Client: Birkhoff, Hendricks & Carter LLP
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Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____

APPROVED **DATE** _____

APPROVED AS NOTED **DATE** _____

REVISE + RESUBMIT **DATE** _____

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PAGE

Discussion



- Staff suggestion logo option #2 –
Larger
 - Color option #1 – All White
 - Council Direction?

PROCLAMATION

WHEREAS, the first Rotary meeting was held in Chicago on February 23, 1905, by four business and professional leaders interested in fellowship with peers who shared a common desire for integrity and fairness in business and community relationships; and

WHEREAS, this initial group grew to become Rotary International with more than 34,000 clubs and 1.2 million members in some 220 countries and areas of the world, including young people in EarlyAct, Interact, and Rotaract clubs; and

WHEREAS, Rotary Members are expected to adhere to the Rotary Code of Conduct that includes high ethical standards, integrity, application of vocation toward the good of those in need and in the community, fairness, respect and honor; and

WHEREAS, Rotary International chartered the Lewisville Noon Rotary Club on April 24, 1962; and

WHEREAS, the Lewisville Noon Rotary Club sponsored the Lewisville Morning Rotary Club, which received its charter on December 23, 1995; and

WHEREAS, members of Rotary at both clubs exemplify “Service Above Self” through their many community service projects supporting area schools, charities, and public events;

NOW, THEREFORE, I Rudy Durham, Mayor of the City of Lewisville, and on behalf of the Lewisville City Council, do hereby proclaim the week of February 21-27, 2016 as:

Lewisville Rotary Week 2016

PROCLAIMED this the 15th day of February, 2016

Rudy Durham, Mayor
City of Lewisville

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: February 15, 2016

SUBJECT: **Continued Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Single-Family Residential (R-7.5) to Old Town Mixed Use One (OTMU1) on an Approximately 0.1515-Acre Property Located on the East Side of Milton Street Approximately 50 Feet North of Edwards Street at 426 Milton Street, as Requested by Gerardo Gallardo the Property Owner (Case No. PZ-2016-01-01).**

BACKGROUND

The public hearing for this item was continued at the February 1, 2016, City Council meeting. The approximately 0.1515-acre property is located near the northeast corner of Milton Street and Edwards Street. A residence was built on the site in 1961 and was vacant for the past few years. The property owner bought the home in 2015 and demolished the previous residence, which was in poor condition. The property owner is proposing to build a new residence on the property.

ANALYSIS

The designation of Old Town Mixed Use One (OTMU1) is consistent with the Old Town Master Plan's recommended zoning for the property. The rezoning would provide greater flexibility with setbacks and maintains the residential character for that area.

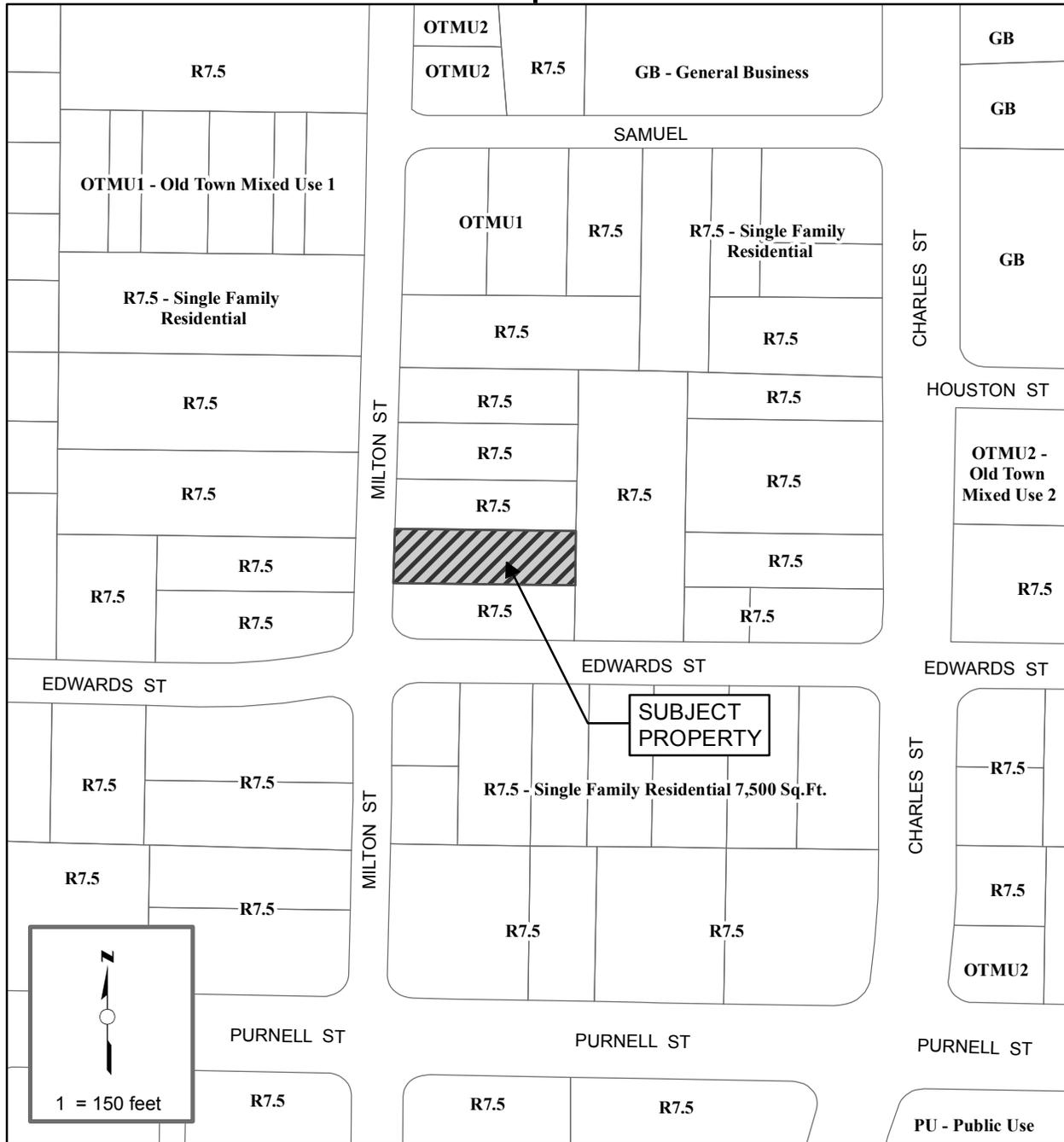
The Planning and Zoning Commission recommended unanimous approval (7-0) of the zone change request at their meeting of January 19, 2016.

The Old Town Design Review Committee approved the exterior design, materials and color pallet for the proposed residence on January 25, 2016.

RECOMMENDATION

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

Location Map - 426 Milton



ZONING CASE NO. PZ-2016-01-01

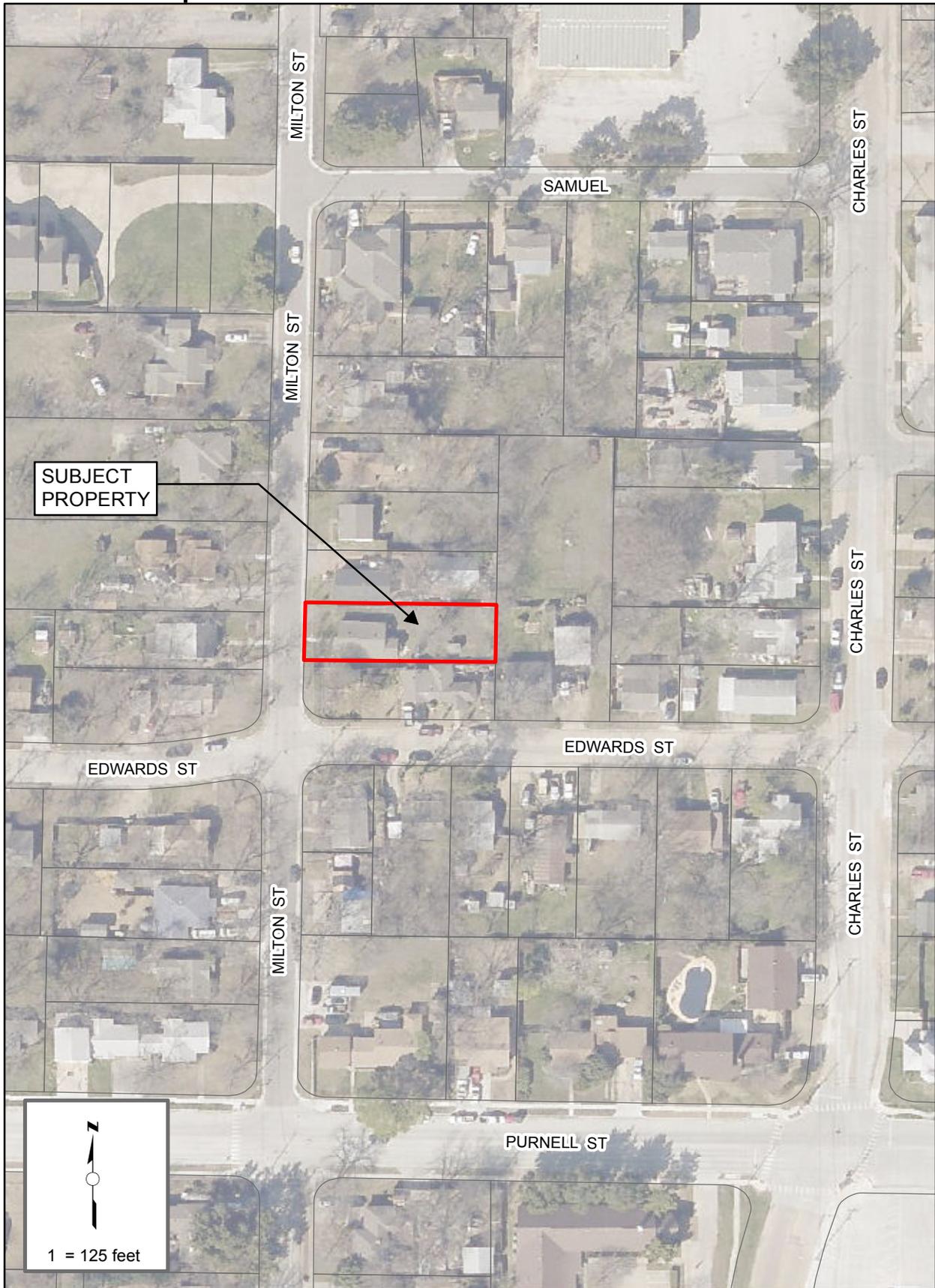
APPLICANT NAME: GERARDO GALLARDO

PROPERTY LOCATION: LOCATED AT 426 MILTON (0.1515 -ACRES)

CURRENT ZONING: SINGLE-FAMILY RESIDENTIAL DISTRICT (R-7.5)

REQUESTED ZONING: OLD TOWN MIXED USE 1 DISTRICT (OTMU1)

Aerial Map - 426 Milton (All structures on property demolished October 21, 2015)



**MINUTES
PLANNING AND ZONING COMMISSION
JANUARY 19, 2016**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 pm. Members present: James Davis, Sean Kirk, Brandon Jones, Mary Ellen Miksa, Alvin Turner, and Kristin Green. Member Steve Byars was absent

Staff members present: Richard Luedke, Mary Paron-Boswell and June Sin.

Item 5:

Public Hearings for Zoning were next on the agenda. There were two items for consideration:

- A. Consideration of a Zone Change Request From Single-Family Residential (R-7.5) to Old Town Mixed Use One (OTMU1) on an Approximately 0.1515-Acre Property Legally Described as Lot 9 (Part) and Lot 10 (North 1-Foot of West 66 Feet) Block A, L.M. Kealy Addition; Located on the East Side of Milton Street Approximately 50 Feet North of Edwards Street; at 426 Milton Street; as requested by Gerardo Gallardo the Property Owner. (Case No. PZ-2016-01-01)

Staff gave a brief presentation on the zone change request indicating that the owner had recently purchased this property, which contained a residence built in 1961. The owner has demolished the home, which was in disrepair and had been vacant for the past few years. The owner is proposing to build a new residence in compliance with the Old Town Design District. The applicant is requesting a zone change to OTMU1, which has a minimum 5-foot side yard setback, to accommodate a proposed driveway located along the south side of the proposed residence and leading to a proposed detached garage at the rear of the property.

Chairman Davis opened the public hearing. Mr. Juan Jimenez was available to answer questions on behalf of the applicant. Chairman Davis asked if the proposed residence had one or two stories. Mr. Jimenez answered that it will be a single story building. Mary Ellen Miksa asked if the residence will be occupied by the owner or would it be a rental property. Mr. Jimenez stated that it would be owner occupied. There being no one else present to speak, the public hearing was then closed.

A motion was made by Brandon Jones to recommend approval, seconded by Mary Ellen Miksa. The motion passed unanimously (6 -0).

SECTION 17-10. - "R-7.5" SINGLE FAMILY RESIDENTIAL DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family dwellings.
 - (2) Church worship facilities.
 - (3) Buildings and uses owned or operated by public governmental agencies.
 - (4) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement (indoor or outdoor).
 - (5) Farms, nurseries or truck gardens, limited to the propagation and cultivation of plants, provided no retail or wholesale business is conducted on the premises, and provided further that no poultry or livestock other than household pets shall not be located closer to any property line than allowed by city's animal control ordinances.
 - (6) Real estate sales offices during the development of residential subdivisions, but not to exceed two (2) years.
 - (7) Schools, private, with full curriculum accredited by the State of Texas equivalent to that of a public elementary or high school.
 - (8) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (9) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, not involving the conduct of a retail business except as provided herein and for home occupations as defined by this ordinance.
 - (10) A detached private garage with or without storeroom and/or utility room shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
 - (11) A carport shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
 - (12) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (13) Gas and oil drilling accessory uses (SUP required).
 - (14) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
- (b) *Height.* No building shall exceed thirty-five (35) feet or two and one-half (2-1/2) stories in height.
- (c) *Area.*
- (1) *Size of yards.*
 - a. *Front yard.* There shall be a front yard having a depth of not less than thirty (30) feet, except where entrance to the garage is provided from an alley in the rear of the house, in which case the minimum front yard may be twenty-five (25) feet. Where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets.
 - b. *Side yard.* There shall be a side yard on each side of the lot having a width of not less than ten percent (10%) of the lot width. A side yard adjacent to a side street shall not be less than fifteen (15) feet. No side yard for allowable non-residential uses shall be less than twenty-five (25) feet. In no case shall the minimum side yard setback be less than six and one-half (6.5) feet.
 - c. *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet if there is no rear entry from an alley, and a depth of not less than twenty-five (25) feet if there is rear entry from an alley.
 - (2) *Size of lot.*
 - a. *Lot area.* No building shall be constructed on any lot of less than seven thousand five hundred (7,500) square feet.
 - b. *Lot width.* The minimum width of the lot shall not be less than sixty-five (65) feet at the required front and rear building setback lines. The minimum width at the front property line shall be forty (40) feet, or a minimum of fifty (50) feet if there is a driveway in the front.

- c. [Exception] Where a lot having less area, width and/or depth than herein required existed in separate ownership upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a one-family dwelling thereon.
- (3) *Minimum dwelling size.* The minimum floor area of any dwelling shall be one thousand seven hundred (1,700) square feet, exclusive of garages, breezeways and porches.
- (4) *Lot coverage.* In no case shall more than forty percent (40%) of the total lot area be covered by the combined area of the main buildings and accessory buildings.

SECTION 17-22.6.1. - "OTMU1" OLD TOWN MIXED USE 1 DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family dwellings.
 - (2) Single-family attached dwellings, provided that no more than nine (9) dwelling units are attached in one continuous row or group, and provided that no dwelling unit is constructed above another dwelling unit.
 - (3) Two-family dwellings (duplexes).
 - (4) Multi-family dwellings. Projects shall be a minimum of two (2) acres in area on a single platted lot. A minimum of twenty (20) units must be built in the first phase of construction.
 - (5) Church worship facilities.
 - (6) Buildings and uses owned or operated by public governmental agencies.
 - (7) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (8) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, not involving the conduct of a retail business except as provided herein and for home occupations as defined by this ordinance.
 - (9) A detached private garage with or without storeroom and/or utility room shall be permitted as an accessory building, provide that such garage shall be located not less than sixty (60) feet from the front lot line nor less than five (5) feet from any side or rear lot line and in the case of corner lots not less than the distance required for residences from side streets. A garage or servants' quarters constructed as an integral part of the main building shall be subject to the regulations affecting the main building.
 - (10) A carport shall be permitted provided that such carport is not located in a required front or side yard, not less than five (5) feet from the rear property line, and fully open on the entrance side.
 - (11) Bed and breakfast (SUP required).
 - (12) Professional and administrative offices where only services are provided, no goods are offered for sale, no drive-thru's are allowed and no outside storage is provided on the premises.
 - (13) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (14) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
- (b) *Single-family detached and two-family dwelling requirements.*
- (1) *Maximum height.* No building shall exceed thirty-five (35) feet or two and one-half (2-1/2) stories in height.
 - (2) *Minimum dwelling size.* The minimum floor area of any single-family dwelling shall be one thousand seven hundred (1,700) square feet, exclusive of garages, breezeways and porches.
 - (3) *Front yard.* No front setback is required.
 - (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
 - (5) *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet.
- (c) *Single-family attached, multi-family and institutional building requirements.*
- (1) *Maximum height.* No building shall exceed shall not exceed forty-five (45) feet in height or three and one-half (3-1/2) stories in height.
 - (2) *Minimum dwelling size.* The minimum floor area of any single-family attached dwelling shall be one thousand four hundred fifty (1,450) square feet. The minimum floor area of any multi-family dwelling shall be (650) square feet, exclusive of garages, breezeways and porches.
 - (3) *Front yard.* No front setback is required.
 - (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.

- (5) *Rear yard.* There shall be a rear yard having a depth of not less than six and one half (6.5) feet except if a residential garage directly adjoins a rear alley, then the rear yard may be four (4) feet.
- (d) *Size of lot.*
- (1) *Lot area.* No detached single-family dwelling or non-residential building shall be constructed on any lot of less than seven thousand five hundred (7,500) square feet. Attached single-family dwellings shall be constructed on lots with a minimum as illustrated on the adopted concept plan submitted with initial zoning change request. Multi-family dwelling projects shall be constructed on lots of a minimum of two (2) acres in size.
- (2)
- (e) *Other setbacks.*
- (1) The old town mixed use 1 district shall not be subject to the following setback provisions contained elsewhere in this ordinance:
- a. "On a corner lot, the width of the yard along the side street shall not be less than any required front yard on the same side of such street between intersecting streets".
- b. "...no accessory building shall be...closer than five feet to any rear or side lot line, and, in the case of corner lots, not less than the distance required for buildings from side streets".
- c. "In any residential or MF district where 25 percent or more of the frontage upon the same side of a street between intersecting streets is occupied or partially occupied by a building or buildings having front yards of greater depth than is required by this chapter, no other lot upon the same side of such street between such intersecting streets shall be occupied by a building with a front yard of less than the least depth of any such existing front yards."
- (2) There shall be a minimum ten (10) foot setback on the driveway side of a lot when there is not sufficient maneuvering space on site to allow vehicles to exit the lot without backing into the street.

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):	GERARDO Gallardo		
Company Name:			
Mailing Address:	1137 Wood Heights Lewisville, TX 75067		
Work #:		Cell #:	214-766-7237
E-Mail:	Jimenez 75216 @ Hotmail.com		
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization):		Date:	1/04/16
Printed Name:	Gerardo Gallardo		

Applicant/Agent (name):	GERARDO Gallardo		
Company Name:			
Mailing Address:	1137 Wood Heights Lewisville TX 75067		
Work #:		Cell #:	214-766-7237
E-Mail:	Jimenez 75216 @ Hotmail.com		
Applicant/Agent Signature		Date:	1/04/16
Printed Name:	Gerardo Gallardo		

Current Zoning:	R7-5	Requested Zoning:	OTMU1	Acres:	0.1515
Legal Description (Lot/Block/Tract/Abstract):	LM Kealy Blk A Lot 9 (PT), 10 (N1/4 Sec 6)				
Address/Location:	426 Milton Lewisville, TX 75057				

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: _____	Zone Change Signs - \$35 each. 1 sign required for each 5 acres (max. 5 per site)	\$ _____
------------	---	----------

Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	\$ <u>Waived</u>
-------------------------------------	------------------



REQUIRED:

Fully describe the plans for the property

OR goal is to build a Craftsman style Home with old Fashion style looks as far as the siding columns and gables The intention of building this Home is due to the existing House was just in bad conditions and Foundation was just in bad condition not able to raise House we are committed to build House as require by committee standards all colors and windows as well a Detached car garage (12'x22')

NOTE:

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

Architectural Design Elements Approved by the Old Town Design Review Committee on January 25, 2016



Schematic



Front Elevation



Front Door



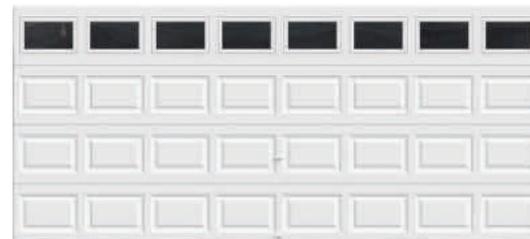
Window



Shingle



**Valspar Hubbell
House Tamarisk
(6004-5C)**



Garage Door

Note: Craftsman style columns will be used on the front porch

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS BY REZONING AN APPROXIMATELY 0.1515-ACRE LOT LOCATED ON THE EAST SIDE OF MILTON STREET APPROXIMATELY 50 NORTH OF EDWARDS STREET; AT 426 MILTON STREET; FROM SINGLE FAMILY RESIDENTIAL DISTRICT (R-7.5) ZONING TO OLD TOWN MIXED USE 1 DISTRICT (OTMU1) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that rezoning of the approximately 0.1515-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 MIXED USE 1 DISTRICT (OTMU1) ZONING**; and

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

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

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

and development of the community. They have been made with reasonable consideration, among other things of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

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

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

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

SECTION 8. The fact that the present Zoning Ordinance and regulations of the City of Lewisville, Texas are inadequate to properly safeguard the health, safety, peace and general welfare of the inhabitants of the City of Lewisville, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which

requires that this Ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15TH DAY OF FEBRUARY, 2016.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

EXHIBIT "A"

Order No.: 6000261503945

Tract 1:

Lot No. 9, in Block "A" of the L.M. Kealy Addition to the City of Lewisville, Texas, as shown by map or plat of said addition of record in the County Clerk Office of Denton County, Texas and being the North one-half of the tract described in a deed from J.M. Harris, Sr and wife, Essie Harris to Mrs. I.V. Edmonds.

Save and Except:

Commencing at the intersection of the East boundary of Milton Street with the North boundary of Edwards Street, same being the Southwest corner of Lot 10, Block A of said L.M. Kealy Addition;

Thence North 50 feet along the East boundary of Milton Street to the Northwest corner of said Lot 10, Block A, same being the Southwest corner of Lot 9, Block A, to an iron pin for a corner;

Thence East 66.00 feet along the North boundary of Lot 10, Block A, being the South boundary of Lot 9, Block A, to the point of beginning.

Thence North 1.00 foot to an iron pin for a corner;

Thence East 66.00 feet to a point for a corner being on the West boundary of Lot 11, Block A, and the East boundary of Lot 9, Block A;

Thence South 1.00 foot along said boundary of Lot 11, Block A and Lot 9, Block A, to a point for a corner, same being the Northeast corner of Lot 10, Block A;

Thence West 66.00 feet along the boundary of said Lot 10, Block A and the South boundary of Lot 9, Block A to the Point of Beginning.

Tract II:

Commencing at the intersection of the East boundary of Milton Street with the North boundary of Edwards Street, same being the Southwest corner of Lot 10, Block A of said L. M. Kealy Addition;

Thence North 49 feet along the East boundary of Milton Street to the Point of Beginning;

Thence East 66.00 feet, parallel with and 1.00 foot South of the North boundary of Lot 10, Block A, being the South boundary of Lot 9, Block A;

Thence North 1.00 foot to an iron pin for a corner;

Thence West 66.00 feet along the North boundary line of Lot 10, Block A, being the South boundary of Lot 9, Block A;

Thence South 1.00 foot to the Point of Beginning.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: February 15, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Specific Use District-Mining (SU-Mining) to Specific Use District-Landfill Accessory Use (SU-Landfill Accessory Use); on an Approximately 4.237-Acre Tract of Land out of the Hugh Harper Survey, Abstract No. 605; Located at 1600 South Railroad Street, as Requested by Richard Dormier of Freeman-Millican, INC. on Behalf of Waste Management of Texas, INC., the Property Owner (Case No. PZ-2016-01-02).**

BACKGROUND

The approximately 4.237 acre property is located at the east side of Railroad Street, north of Hebron Parkway. The proposed tract is part of the larger Waste Management property and is part of the roadway that leads into the landfill. The request is not for an expansion of the landfill, but rather to allow for the accessory uses related to the landfill that currently reside inside the landfill footprint.

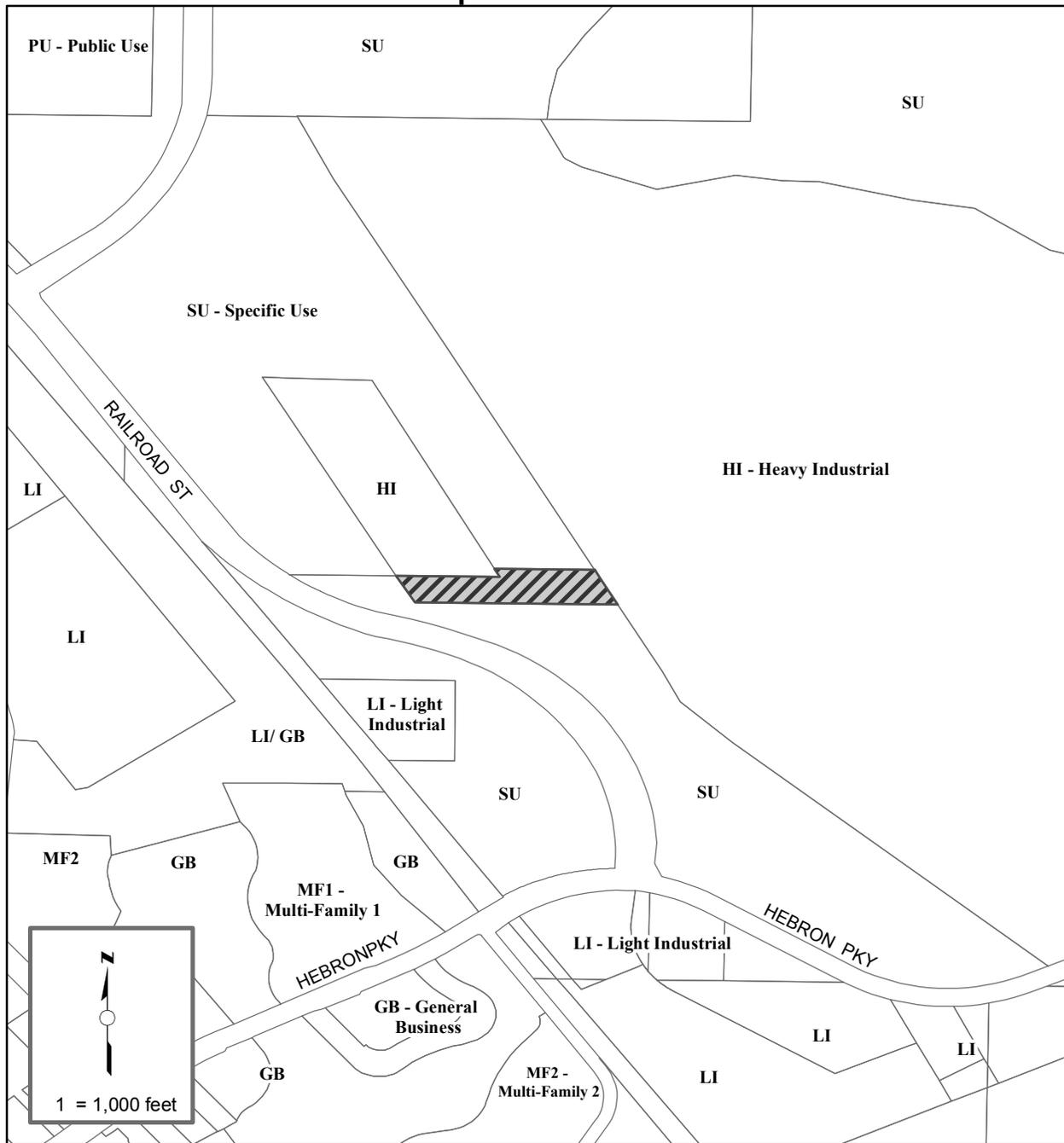
ANALYSIS

As part of the normal landfill operations, liners are installed prior to the addition of waste into the landfill. Waste Management of Texas (TWM) is in the process of installing a new liner system in the area currently occupied by the gate house and scales. TWM is proposing to create a new lot by replatting a portion of existing lots 3R and 4R, Block A of the D/FW Recycling and Disposal Facility. This would create a lot specifically designated for landfill accessory uses such as the gate house; scales and tire wheel wash area. Currently these accessory uses exist within the landfill lot. At this time Waste Management is planning to move these accessory uses onto the private drive leading into the landfill lot. This new lot would also add three employee parking spots and improve access into the landfill by widening the paved surface for garbage trucks. A new brick scale house is proposed, similar to the current one shown in the provided illustration. The truck wheel wash is used to clean the truck tires avoid tracking dirt onto city streets. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of January 19, 2016.

RECOMMENDATION

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

Location Map - 1600 S. Railroad



ZONING CASE NO. PZ-2016-01-02

OWNER NAME: WASTE MANAGEMENT OF TEXAS, INC

PROPERTY LOCATION: LOCATED AT 1600 SOUTH RAILROAD STREET (4.237 ACRES)

CURRENT ZONING: SPECIFIC USE-MINING (SU-MINING)

REQUESTED ZONING: SPECIFIC USE-LANDFILL ACCESSORY USE (SU-LANDFILL ACCESSORY USE)

Aerial Map - 1600 S. Railroad



**MINUTES
PLANNING AND ZONING COMMISSION
JANUARY 19, 2016**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 pm. Members present: James Davis, Sean Kirk, Brandon Jones, Mary Ellen Miksa, Alvin Turner, and Kristin Green. Member Steve Byars was absent

Staff members present: Richard Luedke, Mary Paron-Boswell and June Sin.

Item 5:

Public Hearings for Zoning were next on the agenda. There were two items for consideration:

- B. Consideration of a Zone Change Request from Specific Use District-Mining (SU-Mining) to Specific Use District-Landfill Accessory Use (SU-Landfill Accessory Use); on an Approximately 4.237-Acre Tract of Land out of the Hugh Harper Survey, Abstract No. 605; Located at 1600 South Railroad Street; as Requested by Richard Dormier of Freeman-Millican, INC. on Behalf of Waste Management of Texas, INC., the Property Owner. (Case No. PZ-2016-01-02)

Staff gave a brief presentation on the zone change request which will allow Waste Management to move the scale house and tire wash out of the landfill footprint and onto this area. The public hearing was opened. Rick Dominier, representing the landfill, spoke in favor of the request. James Davis asked about the remaining lifespan of the landfill and if they would be moving the entrance of the landfill. Mr. Dormier stated that the landfill, at the current rate of fill would have approximately 7 years left and that there was no intention of moving the entrance with this request. Alvin Turner asked if there were odor complaints about the landfill. Mr. Dormier indicated that it was normal to occasionally have some odor complaints. Sean Kirk asked if there were any other plans for the landfill. Mr. Dormier indicated that he was not privy to that. Kristen Green asked if the zone change request would affect the lifespan of the landfill. Mr. Dormier indicated that the request would allow them to finish the permitted design. There being no one else present to speak, the public hearing was then closed. *A motion was made by Sean Kirk to recommend approval of the zone change request, seconded by Kristin Green. The motion passed unanimously (6-0).*

SECTION 17-29. - "SU" SPECIFIC USE DISTRICT REGULATIONS

- (a) *Use.* This district is for the purpose of the uses specifically listed and other unusual uses which are limited in number and which are clearly not allowed in any other zoning district. Zoning shall not be allowed under this district as a way of circumventing the standard provisions of this or any other ordinance of the city. Allowable uses shall include:
 - (1) Criminal or penal institutions.
 - (2) Landfill operations and accessory uses.
 - (3) Mining activities and storage, including sand and gravel mining, and stone quarries.
- (b) All requests for specific use zoning shall be accompanied by an engineering site plan as outlined in the city's general development ordinance. Variances from the regulations in the city's general development ordinance may be granted at the discretion of the city council.
- (c) Any proposed enlargement, structural modification or other significant change to any site which had been granted specific use zoning shall require approval of the city council following a public hearing. Such public hearing shall be conducted after a recommendation is received from the planning and zoning commission. The planning and zoning commission shall consider the request for an amendment after conducting a public hearing in accordance with requirements necessary for any proposed zone change.
- (d) The zoning board of adjustment shall not have jurisdiction to hear, review, reverse, or modify any decision, determination, or ruling with respect to the granting, extension, revocation, modification or any other action taken relating to the granting of any specific use zoning.
- (e) Building setbacks and heights shall be consistent with other structures in the immediate area, as determined by the city council.

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



LEWISVILLE

Deep Roots. Strong Wines. Bright Future.

ZONE CHANGE APPLICATION

Owner/s (name): <i>Waste Management of Texas, Inc.</i>	
Company Name: <i>same</i>	
Mailing Address: <i>9821 Katy Freeway, Suite 700 Houston, Tx 77024</i>	
Work #: <i>(713) 365-2750</i>	Cell #:
E-Mail:	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization)	Date:
Printed Name: <i>Donald J. Smith, Area President</i>	

Applicant/Agent (name): <i>Richard A. Dormier</i>	
Company Name: <i>Freeman-Millison, Inc.</i>	
Mailing Address: <i>12160 Abrams Rd. Suite 508</i>	
Work #: <i>(214) 503-0555</i>	Cell #: <i>(972) 489-6523</i>
E-Mail: <i>Richard@fmi-dallas.com</i>	
Applicant/Agent Signature <i>[Signature]</i>	Date: <i>11-9-15</i>
Printed Name: <i>Richard A. Dormier</i>	

Current Zoning: <i>SU-Mining</i>	Requested Zoning: <i>SU-Landfill Accessory^{Uses}</i>	Acres: <i>4.237</i>
Legal Description (Lot/ Block/Tract/Abstract): <i>see attached legal descriptions</i>		
Address/Location: <i>1600 South Railroad Street</i>		

Application and Sign Fees:

	Less than 1/2 acre	\$ 150.00
✓	1/2 acre up to 1.99 acres	\$ 250.00
	2 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: <u>2</u>	Zone Change Sign: \$35 each <small>(1 sign required for each 5 acres, max 5 per site)</small>	\$ <u>70</u>
---------------	--	--------------

Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	\$ <u>320⁰⁰</u>
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PLANS FOR PROPOSED LOT 6, BLOCK A
D/FW RECYCLING & DISPOSAL FACILITY
CITY OF LEWISVILLE, TEXAS

Waste Management of Texas, Inc. proposes to create a new lot from a portion of existing lots 3R and 4R, Block A of the D/FW Recycling and Disposal Facility. The purpose of this lot is to provide an area to allow landfill accessory uses such as a scale house, parking for the scale house, a truck tire wheel wash, and better access into the existing landfill facility with wider pavement. The proposed 4.237 acres is currently zoned SU-Mining and is requested to be changed to SU-Landfill Accessory Uses.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS BY REZONING AN APPROXIMATELY 4.237-ACRE TRACT OF LAND OUT OF THE HUGH HARPER SURVEY, ABSTRACT NO. 605; LOCATED AT 1600 SOUTH RAILROAD STREET; FROM SPECIFIC USE DISTRICT-MINING (SU-MINING) ZONING TO SPECIFIC USE DISTRICT-LANDFILL ACCESSORY USE (SU-LANDFILL ACCESSORY USE) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that rezoning of the approximately 4.237-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 **SPECIFIC USE DISTRICT-LANDFILL ACCESSORY USE (SU-LANDFILL ACCESSORY USE) ZONING**; in compliance with the narrative, development plan and example photos attached hereto as Exhibit “B”; and

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

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

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

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

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

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

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

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

ORDINANCE NO. _____

Page 5

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15TH DAY OF FEBRUARY, 2016.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

ORDINANCE NO. _____

Page 7

Exhibit B
Narrative
Development Plan
Example Photos

EXHIBIT "A"
LOT 3R - LEGAL DESCRIPTION

BEING a 3.710 acre (161,588 S.F.) tract of land situated in the Hugh Harper Survey, Abstract No. 605 Denton County Texas. said tract also being part of Lot 3R, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet V, Page 929 of the Denton County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a point in the east line of Railroad Street, a 160-foot right-of-way (ROW). said point being the southwest corner of Lot 4R, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet V, Page 929 of the Denton County Map Records and the northwest corner of said Lot 3R; **THENCE** S89°25'03"E along the apparent common line of said Lots 3R and 4R, a distance of 553.07 feet to the **POINT OF BEGINNING**, said point being the southwest corner of Lot 1, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet G, Page 136 of the Denton County Map Records;

THENCE FROM THE POINT OF BEGINNING S89°25'03"E along the apparent common line of said Lot 1 and said Lot 3R, a distance of 550.26 feet to the southeast corner of said Lot 1 and a corner of said Lot 4R;

THENCE S89°28'11"E along the apparent common line of said Lots 3R and Lot 4R, a distance of 459.40 feet to a point a point for corner being the southeast corner of said Lot 4R and the northeast corner of said Lot 3R, also being the west line of Lot 2, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet I, Page 346 of the Denton County Map Records;

THENCE S30°03'51"E along the apparent common line of said Lot 3R and said Lot 2, a distance of 81.44 feet to a point for corner;

THENCE S30°23'05"E continuing along said common line, a distance of 104.78 feet to a point for corner;

THENCE N89°28'11"W departing said line, a distance of 1009.07 feet to a point for corner;

THENCE N30°19'18"W, a distance of 186.96 feet to the **POINT OF BEGINNING** and containing 3.710 acres of land, more or less.

BASIS OF BEARINGS:

GPS OBSERVATION NAD 83, TEXAS NORTH CENTRAL ZONE GRID NORTH

PREPARED UNDER MY PERSONAL SUPERVISION



LARRY J. FREEMAN, R.P.L.S. NO. 3239



DATE: 11-2-2015

EXHIBIT "A"
LOT 4R - LEGAL DESCRIPTION

BEING a 0.527 acre (22,969 S.F.) tract of land situated in the Hugh Harper Survey, Abstract No. 605 Denton County Texas, said tract also being part of Lot 4R, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet V, Page 929 of the Denton County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a point in the east line of Railroad Street, a 160-foot right-of-way (ROW), said point being the southwest corner of said Lot 4R and the northwest corner of Lot 3R, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet V, Page 929 of the Denton County Map Records; **THENCE** S89°25'03"E along the apparent common line of said Lots 3R and 4R, a distance of 553.07 feet to the southeast corner of said lot 4R and the southwest corner of Lot 1, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet G, Page 136 of the Denton County Map Records; **THENCE** S89°25'03"E along the apparent common line of said Lots 1 and 4R, a distance of 550.26 feet to the **POINT OF BEGINNING**, said point being the southwest corner of said Lot 1;

THENCE FROM THE POINT OF BEGINNING N30°19'33"W along the apparent common line of said Lot 1 and said Lot 4R, a distance of 58.24 feet to a point for corner;

THENCE S89°28'11"E departing said line, a distance of 459.35 feet to a point in the east line of said Lot 4R and the west line of Lot 2, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet I, Page 346 of the Denton County Map Records;

THENCE S30°22'32"E along the apparent common line of said Lot 4R and said Lot 2, a distance of 58.27 feet to a point for corner, said point being the southeast corner of said Lot 4R and the northeast corner of said Lot 3R,

THENCE N89°28'11"W departing said line and along the apparent common line of said Lots 4R and 3R, a distance of 459.40 feet to the **POINT OF BEGINNING** and containing 0.527 acres of land, more or less.

BASIS OF BEARINGS:

GPS OBSERVATION NAD 83, TEXAS NORTH CENTRAL ZONE GRID NORTH

PREPARED UNDER MY PERSONAL SUPERVISION



LARRY J. FREEMAN, R.P.L.S. NO. 3239



DATE: 11-2-2015

EXHIBIT B

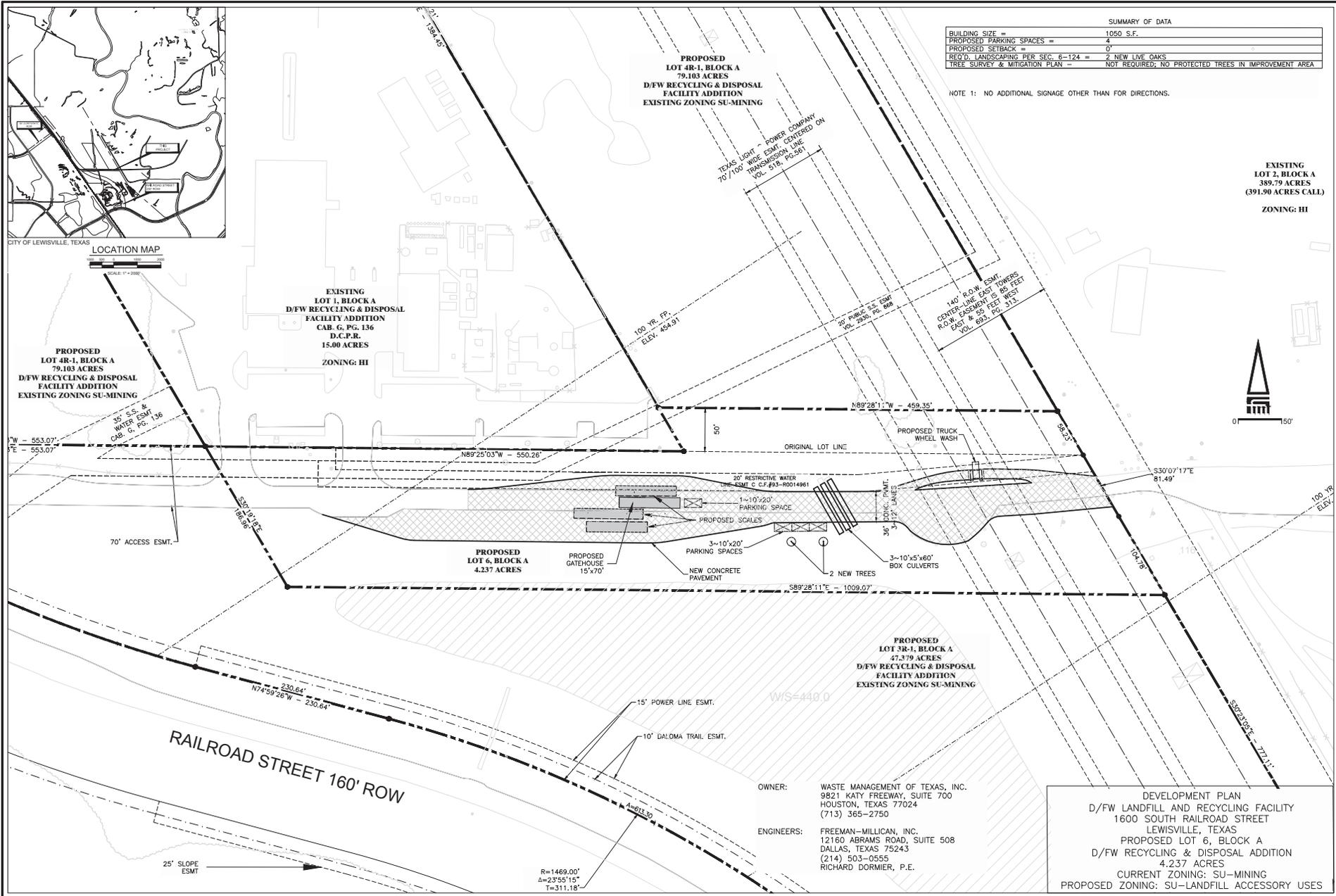
PLANS FOR PROPOSED LOT 6, BLOCK A

D/FW RECYCLING & DISPOSAL FACILITY

CITY OF LEWISVILLE, TEXAS

Waste Management of Texas, Inc. proposes to create a new lot from a portion of existing lots 3R and 4R, Block A of the D/FW Recycling and Disposal Facility. The purpose of this lot is to provide an area to allow landfill accessory uses such as a scale house, parking for the scale house, a truck tire wheel wash, and better access into the existing landfill facility with wider pavement. The scale house and tire wash are currently located within the footprint of the landfill and those uses will be relocated to the new proposed lot to allow completion of the liner system for the landfill. The purpose of the wheel wash will be to remove mud from tires to reduce the possibility of tracking mud onto adjacent City streets. Photographs of the existing scale house and tire wash facility are included for reference. The new scale house will be constructed of similar materials as shown in the photograph.

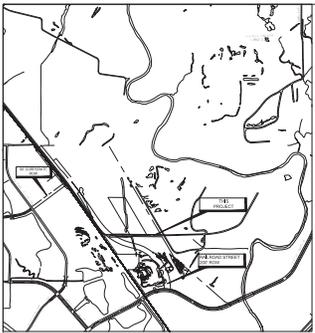
The proposed 4.237 acres is currently zoned SU-Mining and is requested to be changed to SU-Landfill Accessory Uses.



SUMMARY OF DATA	
BUILDING SIZE =	1050 S.F.
PROPOSED PARKING SPACES =	4
PROPOSED SETBACK =	0'
REQ'D. LANDSCAPING PER SEC. 6-124 =	2 NEW LIVE OAKS
TREE SURVEY & MITIGATION PLAN =	NOT REQUIRED; NO PROTECTED TREES IN IMPROVEMENT AREA

NOTE 1: NO ADDITIONAL SIGNAGE OTHER THAN FOR DIRECTIONS.

EXISTING
LOT 2, BLOCK A
389.79 ACRES
(391.90 ACRES CALL)
ZONING: HI



CITY OF LEWISVILLE, TEXAS
LOCATION MAP
SCALE: 1" = 200'

NO.	DATE	REVISION	BY	CHK
1	1.12.16	ADDRESS COMMENTS		

CITY OF LEWISVILLE
 DFW RECYCLING & DISPOSAL FACILITY
 DEVELOPMENT PLAN

FOR REVIEW

THIS PLAN SHEET IS
ISSUED FOR INTERIM
REVIEW ONLY AND IS
NOT FOR BIDDING,
CONSTRUCTION OR
PERMIT PURPOSES.

PREPARED BY:
RICHARD A. DORMIER, P.E.
No. 50570 ON
01.12.2016

PROJECT No. 14007
DRAWN: FMI
CHECKED: FMI

SHEET
SP-1
SHEET 1 OF 1

OWNER: WASTE MANAGEMENT OF TEXAS, INC.
9821 KATY FREEWAY, SUITE 700
HOUSTON, TEXAS 77024
(713) 365-2750

ENGINEERS: FREEMAN-MILLICAN, INC.
12160 ABRAMS ROAD, SUITE 508
DALLAS, TEXAS 75243
(214) 503-0555
RICHARD DORMIER, P.E.

DEVELOPMENT PLAN
D/FW LANDFILL AND RECYCLING FACILITY
1600 SOUTH RAILROAD STREET
LEWISVILLE, TEXAS
PROPOSED LOT 6, BLOCK A
D/FW RECYCLING & DISPOSAL ADDITION
4.237 ACRES
CURRENT ZONING: SU-MINING
PROPOSED ZONING: SU-LANDFILL ACCESSORY USES

Photo of Existing Scale House





Photo of existing truck tire cleaner that will be relocated to the new spot illustrated on the development plan

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: February 15, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From General Business (GB) to Old Town Center Business District (OTC); on an Approximately 0.75-Acre Tract of Land out of the J.W. King Survey, Abstract No. 696, Located at the Northwest Corner of East Main Street and Kealy Avenue, as Requested by James Murray of Hard Sun 100 LLC, the Property Owner (Case No. PZ-2016-02-03).**

BACKGROUND

The 0.75-acre property is located at the northwest corner of East Main Street and Kealy Avenue. The property was home to the Lewisville Feed Mill, a family owned and operated business, for 124 years from 1886 to 2010. The property was sold in November 2015 by the Polser Family to the current property owner and restaurateur Mr. James Murray of Hard Sun 100 LLC. Mr. Murray intends to convert the existing structures on the property into a restaurant, while preserving as much of the historical character as possible. Mr. Murray currently owns the Prairie House Restaurant in Crossroads, Texas. The owner is in the process of cleaning and repairing the interior of the brick feed mill building fronting East Main Street. A final plat for the property is currently under staff review. The next steps in the development process for this project is an Old Town development plan submittal for staff review and a design review submittal for exterior design, materials and colors for approval by the Old Town Design Review Committee.

ANALYSIS

The property consists of several tracts of land containing the feed mill building, grain silos and a few other metal and wood structures. The requested designation of Old Town Center Business District (OTC) is consistent with the Old Town Master Plan. While the current zoning of General Business allows restaurant uses, the requested zoning provides greater flexibility with setbacks and proposed modifications to the historic structures on the property and will assist in the redevelopment of the property from a feed mill into a restaurant. The proposed adaptive reuse of the property and rezoning will enhance the historic Old Town character of the area. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of February 2, 2016.

RECOMMENDATION

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

Location Map



ZONING CASE NO. PZ-2016-02-03

APPLICANT NAME: JAMES MURRAY

PROPERTY LOCATION: LOCATED AT NORTHWEST CORNER OF MAIN STREET AND KEALY AVENUE (0.75 ACRES)

CURRENT ZONING: GENERAL BUSINESS (GB)

REQUESTED ZONING: OLD TOWN CENTER BUSINESS DISTRICT (OTC)

Aerial Map



**MINUTES
PLANNING AND ZONING COMMISSION
FEBRUARY 2, 2016**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 p.m. Members present: James Davis, Brandon Jones, Mary Ellen Miksa, Alvin Turner, Steve Byars and Kristin Green. Member Sean Kirk was absent.

Staff members present: Richard Luedke, Planning Manager and June Sin, Planner.

Item 4:

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

- A. Consideration of a Zone Change Request From General Business (GB) to Old Town Center Business District (OTC); on an Approximately 0.75-Acre Tract of Land out of the J.W. King Survey, Abstract No. 696, Located at the Northwest Corner of East Main Street and Kealy Avenue, as Requested by James Murray of Hard Sun 100 LLC, the Property Owner. (Case No. PZ-2016-02-03)

Richard Luedke, Planning Manager, explained that the requested zone change to OTC was the first step of the applicant's plans to redevelop the site into a restaurant. After providing a brief history of the property, Mr. Luedke confirmed that the requested zoning is in compliance with the vision of the Old Town Master Plan and recommended approval as submitted. Chairman Davis opened the public hearing. No public comments were offered. Chairman Davis closed the public hearing. A motion was made by Kristen Green to recommend approval of the zone change request, seconded by Mary Ellen Miksa. The motion passed unanimously by a vote of 6-0.

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

ZONE CHANGE APPLICATION

Owner/s (name): <u>James Murray</u>	
Company Name: <u>Hard Sun 100 LLC</u>	
Mailing Address: <u>119 MAIN ST</u>	
Work #: <u>940-440-9760</u>	Cell #: <u>972-897-9097</u>
E-Mail: <u>crossroads@phTexas.com</u>	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): <u>J M Murray</u>	Date: <u>12-1-15</u>
Printed Name: <u>JAMES M MURRAY</u>	

Applicant/Agent (name): <u>Same As Above</u>	
Company Name:	
Mailing Address:	
Work #:	Cell #:
E-Mail:	
Applicant/Agent Signature	Date:
Printed Name:	

Current Zoning: <u>GB</u>	Requested Zoning: <u>OTC</u>	Acres: <u>.79</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>Kealy ADDN, Block 3, Lot 6 (SPT)</u>		
Address/Location: <u>119 E MAIN ST, Lewisville, TX 75057</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: _____	Zone Change Signs - \$35 each. 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.

Amount Due (application & sign fee)	\$ _____
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LEWISVILLE

REQUIRED:

Fully describe the plans for the property

Develop a full service restaurant, while
MAINTAINING integrity of property.

NOTE:

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



Conceptual Rendering



Conceptual Rendering

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS BY REZONING AN APPROXIMATELY 0.75-ACRE TRACT OF LAND OUT OF THE J.W. KING SURVEY, ABSTRACT NO. 696; LOCATED AT THE NORTHWEST CORNER OF EAST MAIN STREET AND KEALY AVENUE; 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; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that rezoning of the approximately 0.75-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**; and

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

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

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 15TH DAY OF FEBRUARY, 2016.

ORDINANCE NO. _____

Page 5

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description



Block A
 Repairs Unlimited Addition
 Cabinet P, Page 135
 P.R.D.C.T.

Lot 1R
 Zoning "GB" - General Business

Lot 2R
 Zoning "LI" - Light Industrial

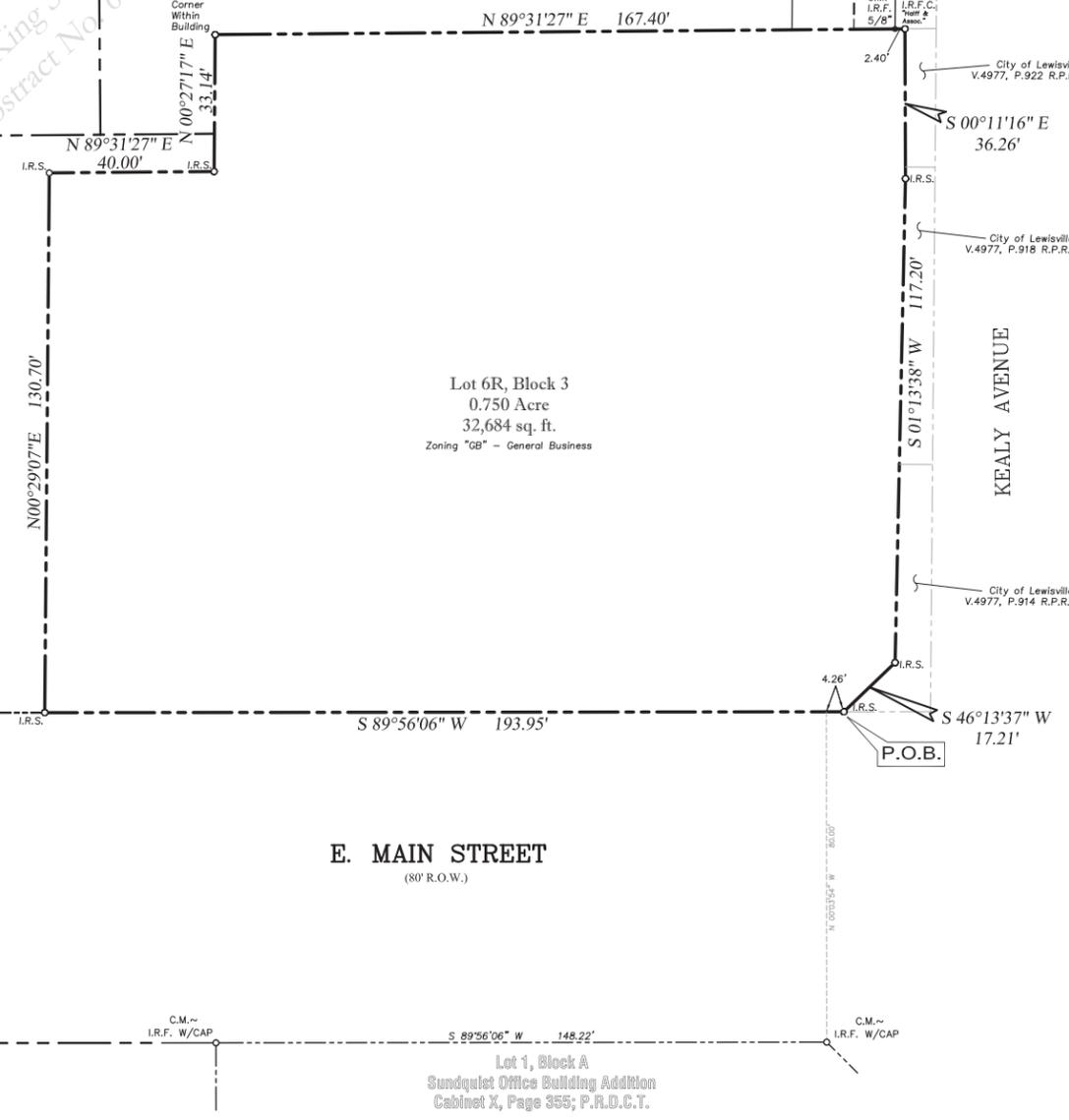
Block 3
 Kealy Addition
 Volume 1, Page 5
 P.R.D.C.T.

S & B Corporation
 County Clerk's File
 No. 98-R0118086
 R.P.R.D.C.T.
 Zoning "GB" - General Business

Lot 6R, Block 3
 0.750 Acre
 32,684 sq. ft.
 Zoning "GB" - General Business

Lot 1, Block A
 Sundquist Office Building Addition
 Cabinet X, Page 355; P.R.D.C.T.

- LEGEND:**
- I.R.S. - IRON ROD SET
 - I.R.F. - IRON ROD FOUND
 - FND. - FOUND
 - R.O.W. - RIGHT-OF-WAY
 - C.M. - CONTROL MONUMENT
 - P.O.B. - POINT OF BEGINNING
 - P.R.D.C.T. - PLAT RECORDS, DENTON COUNTY, TEXAS
 - R.P.R.D.C.T. - REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS



FIELD NOTE DESCRIPTION:

WHEREAS HARD SUN 100, LLC is the owner of a 0.750 acre tract of land situated in the J. W. King Survey, Abstract No. 696, in the City of Lewisville, Denton County, Texas, and being a part of Block 3 of Kealy Addition, an Addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof recorded in Volume 1, Page 5 of the Plat Records of Denton County, Texas (P.R.D.C.T.), and being a portion of that certain 20 foot wide strip of land described in Deed from S. M. Vanfleet et al to J. W. Kennedy, as recorded in Volume 0, Page 298, of the Deed Records of Denton County, Texas, said 0.750 acre tract being that same tract of land described by deed to Hard Sun 100, LLC, as recorded under Instrument Number 2015-129981, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), together with that same tract of land described by deed to Hard Sun 100, LLC, as recorded under Instrument Number 2015-129980, R.P.R.D.C.T. and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" set for the southernmost southeast corner of the herein described tract, same being the westernmost corner of a right-of-way corner clip as described by deed to the City of Lewisville, as recorded in Volume 4977, Page 914, R.P.R.D.C.T., and being in the north line of E. Main Street (an 80 foot wide right-of-way);

THENCE South 89 degrees 56 minutes 06 seconds West, with the north line of said E. Main Street, a distance of 193.95 feet to a ½ inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" set for corner, same being the southeast corner of that certain tract of land described by deed to S & B Corporation as recorded under County Clerk's File No. 98-R0118086, R.P.R.D.C.T.;

THENCE North 00 degrees 29 minutes 07 seconds East, with the east line of said S & B Corporation tract, a distance of 130.70 feet to a ½ inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" set for corner, same being an ell corner of said S & B Corporation tract;

THENCE North 89 degrees 31 minutes 27 seconds East, with a south line of said S & B Corporation tract, a distance of 40.00 feet to a ½ inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" set for the easternmost southeast corner thereof;

THENCE North 00 degrees 27 minutes 17 seconds East, with an east line of said S & B Corporation tract, a distance of 33.14 feet to a point within a metal building for corner in the south line of Lot 2R, Block A of Repairs Unlimited Addition, an Addition to the City of Lewisville, Denton County, Texas according to the Plat thereof recorded in Cabinet P, Page 135, P.R.D.C.T.;

THENCE North 89 degrees 31 minutes 27 seconds East, with the south line of said Lot 2R, passing at a distance of 165.00 feet a 5/8 inch iron rod found for the southeast corner of said Lot 2R, continuing on said course for a total distance of 167.40 feet to a ½ inch iron rod with cap stamped "HALFF & ASSOC" found for corner, same being the northwest corner of that certain tract of land described by deed to the City of Lewisville for right-of-way expansion purposes for Kealy Avenue, as recorded in Volume 4977, Page 922, R.P.R.D.C.T.;

THENCE South 00 degrees 11 minutes 16 seconds East, with the west line of Kealy Avenue, passing en route the northwest corner of that certain tract of land described by deed to the City of Lewisville for right-of-way expansion purposes for Kealy Avenue, as recorded in Volume 4977, Page 918, R.P.R.D.C.T., continuing on said course for a total distance of 36.26 feet to a ½ inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" set for corner;

THENCE South 01 degrees 13 minutes 38 seconds West, continuing with the west line of said Kealy Avenue, passing en route the northwest corner of said deed to the City of Lewisville for right-of-way expansion purposes for Kealy Avenue, as recorded in Volume 4977, Page 918, continuing on said course for a total distance of 117.20 feet to a ½ inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" set for corner at the beginning of said corner-clip;

THENCE South 46 degrees 13 minutes 37 seconds West, with the northwest line of said corner clip, a distance of 17.21 feet to the **POINT OF BEGINNING** and containing a total of 0.750 acres of land, more or less, and being subject to any and all easements that may affect.

- NOTES**
- The purpose of this exhibit is to show the boundary of a tract of land for a zoning ordinance. All improvements are not shown hereon.
 - All iron rods found are ½ inch unless otherwise noted. All iron rods set are ½ inch with a yellow cap stamped "Arthur Surveying Company".
 - Bearings shown hereon are based on the south line of Lot 2R, Block A, Repairs Unlimited Addition, as recorded in Cabinet P, Page 135, P.R.D.C.T.



BOUNDARY EXHIBIT

a portion of Block 3,
 Kealy Addition, City of Lewisville,
 Denton County, Texas
 Being 0.750 Acres of land located in the
 J.W. King Survey, Abstract Number 696
 an addition to the City of Lewisville,
 Denton County, Texas

Arthur Surveying Co., Inc.
 Professional Land Surveyors
 (972) 221-9439 ~ Fax (972) 221-4675
 220 Elm Street, Suite 200 ~ P.O. Box 54
 Lewisville, Texas 75067 ~ TFPN No: 10063800
 Established 1988
 www.artursurveying.com

OWNER
 Hard Sun 100, LLC
 1301 Sycamore Bend Rd.
 Hickory Creek, Texas 75065

DRAWN BY: JHB DATE: 10/16/2015 SCALE: 1"=20' CHECKED BY: DLA ASC NO.: 1512159

- 2015 -

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: February 15, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit (SUP) for Minor Automobile Services Consisting of a Free-Standing Goodyear Auto Care Facility; and Consideration of Four Associated Variances on an Approximately 1.212-Acre lot, Legally Described as Lot 1, Block G, Carrington Village Addition Phase II, Located at the Northwest Corner of FM 3040 and SH 121 Business, as Requested by Steve Meier of Hummel Investments, LLC. on Behalf of Drexel Realty Lewisville LP, the Property Owner (Case No. SUP-2016-02-01).**

BACKGROUND

This 1.212-acre property is located at the northwest corner of FM 3040 and SH 121 Business. The vacant property abuts a retail center zoned Local Commercial on the western boundary; the single-family residential development of Carrington Village on the northern boundary and State Highway 121 Business on the eastern boundary. This property was platted as part of the Carrington Village plat but has never been developed. Currently, the Goodyear Auto Care facility operates out of the end of the adjacent retail center to the west of the proposed site.

Staff has received two phone calls from neighboring residents concerned over the hours of operation and noise. Three letters from neighboring residents were also submitted with concerns over noise, air quality, mosquitos and screening wall damage. These three letters are provided as part of the backup information associated with this item. Staff requested police reports at this location from the last year. Two noise complaints were received, one on October 2, 2015 and the other on October 19, 2015. In both instances, individuals were found behind the retail center working on a vehicle. The individual in the first instance was in the process of leaving the site while the individual in the second instance was given a verbal warning by the police officer. The reports did not indicate that the individuals involved were employees of Goodyear. Copies of both police reports are provided as part of the backup information associated with this item. One concern of staff is the possible re-occupation of the existing facility for an automotive use after the Goodyear relocation to the adjacent site. Another automotive use can resume operation in the current Goodyear facility without approval of an SUP if done so within 90 days after Goodyear ceases operation at that facility.

Four variance requests are associated with this development that will be considered in conjunction with the SUP. The variances are: a) to waive the deceleration requirement; b) to waive the 250-foot control of access from the intersection of SH 121 Business; to waive the 230-foot driveway spacing requirement from an existing driveway on a separate lot; and d) to reduce the required 10-foot setback to 5 feet from the existing water and sanitary sewer easement. The Planning and Zoning Commission recommended approval of the SUP by a vote of 5-1 at their meeting of February 2, 2016.

ANALYSIS

Building

The applicant has outgrown the current facility and is proposing to build a new 7,800 square-foot building with 12 service bays. The services provided at this facility would include tire sales and installation, wheel alignment, fluid replacement, brake service, routine maintenance, as well as diagnostic and minor auto repairs. The facility will not provide services for body work or painting of vehicles. The proposed hours of operation by Goodyear are 7:30 a.m. to 6:00 p.m. (7:30 a.m. - 7:00 p.m. Summer) Monday-Friday; 8:00 a.m. to 5:00 p.m. on Saturday and closed on Sunday. The original site layout oriented the service bays toward FM 3040 and the residential neighborhood to the north. Staff encouraged the applicant to rotate the building and orient the service bays doors toward SH 121 Business and the existing commercial strip center. This minimizes the exposure of the service bays, customer parking and activity to the residential properties to the north. Brick and stone exterior materials are proposed in compliance with the City of Lewisville brick veneer gateway requirements. The wainscot of synthetic stone will cover the lower five feet of the building with the remainder of the building being constructed of brick. The building will have a blue standing seam metal roof as illustrated in the color elevations. The eastern and western elevations will each have six service bay doors with the ability to service 12 vehicles at one time. Customers will enter the facility from the western side of the building. The northern elevation facing the residential area has no windows or doors. The southern elevation, which will face FM 3040, will contain windows to the offices and customer waiting area.

Screening

An existing masonry screening wall six feet in height is located at the common property line between the single-family residential and this lot. The applicant is proposing to further screen the single-family residential by offsetting the building approximately 40-feet from the rear property line and creating a 15-foot landscape buffer that will contain 10 live oak trees.

Landscaping

All four sides of the site contain an enhanced landscape buffer. As indicated in the screening section, the rear portion of the property will have a 15-foot landscape buffer with 10 live oak trees shielding the residential area to the north. The FM 3040 frontage will have a 25-foot landscape buffer that will include trees and shrubs (chinese pistache, live oak, desert willow, cedar elm, silverberry, dwarf burford holly). The SH 121 frontage has a landscape buffer of approximately 30 feet filled with a variety of trees and plantings.

Subject: Goodyear Auto Care Facility

February 15, 2016

Page 3 of 5

The western side of the site abutting the retail center also has a minimum 25-foot landscape buffer that will be lined with a variety of trees. The applicant is providing triple the required number of trees on the site with a total of 37 trees compared to a minimum requirement of 12 trees.

Signage

The applicant is proposing a monument sign that will be constructed of brick and stone to match the building. The monument sign will contain an electronic reader board in compliance with ordinance requirements. No pole sign is proposed for this site. Additional wall signage is proposed for the building façade as depicted on the color elevations. The proposed wall signs must conform to ordinance requirements.

Variances

a) To waive the deceleration requirement

Section 6-103 (f)(3)(a)

All driveways connecting to Major Traffic Carriers such as FM 3040 require a deceleration lane. Per discussions with the Texas Department of Transportation (TxDOT), it was determined that TxDOT will not require a deceleration lane at the existing driveway to the subject property. TxDOT is requiring a 40-foot ingress radius to assist turning movement into the driveway. Staff has no opposition to waive the deceleration lane requirement.

b) To waive the 250-foot control of access from the intersection of SH 121 Business

Section 6-103 (c)(1)

Major Traffic Carriers on the City of Lewisville Thoroughfare Plan including FM 3040 require a 250-foot control of access from any street intersections. Control of access is the distance from a street intersection measured from the intersecting right of way lines to the radius point of the first permitted driveway along the street. The owner has requested a variance to allow an improved driveway to be 118.7 feet from SH 121 Business along FM 3040. The existing driveway to the subject property will be improved by constructing a larger turning radii. The existing driveway was built by TxDOT in the 1990's with the FM 3040 improvement project and aligns with the median opening and left turn lane. Staff has no opposition to the request since the driveway aligns with the existing FM 3040 median opening and since TxDOT will not allow a driveway to the property from the SH 121 Business ramp of the east side of the property. This is the only driveway access to this property.

c) To waive the 230-foot driveway spacing requirement from an existing driveway on a separate lot

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

The City of Lewisville Thoroughfare Plan requires a minimum 230-foot spacing between driveways on adjacent lots along Major Traffic Carriers. The improved driveway onto FM 3040 will be 66.18 feet from the adjacent driveway located west of this property. The variance would allow the improved driveway location access to the existing median opening and left turn lane on FM 3040. Staff is not opposed to the request. This will be the only driveway for the property since TxDOT will not allow a driveway from the SH 121 Business ramp on the east side of the property; and it aligns with the existing FM 3040 median opening.

d) To reduce the required 10-foot setback to 5-feet from the existing water and sanitary sewer easement.

Section 6-95 (b)

Per this section of the Land Development Regulations, a 10-foot building setback is required from all pressured utility line easements. The existing 20-foot water and sanitary sewer easement was dedicated by the Carrington Village Phase II plat to the City in 2007. Currently, there are no City water lines or sanitary sewer improvements in this existing easement. The existing water line along FM 3040 is built in the TxDOT right-of-way and the sanitary sewer serving the property is located at the northwest corner of the lot. In the future, the owner will be replatting the property to abandon the existing water and sanitary sewer easement. Staff is not opposed to this variance request since there are no existing or proposed water or sanitary sewer improvements that would use the existing 20-foot water and sanitary sewer easement.

SUP Conditions

Staff recommends the following conditions if this SUP is approved:

- 1) Overnight outside storage of vehicles shall not be allowed;
- 2) The outside storage of tires and other materials shall not be allowed on the site; and
- 3) The hours of operation shall be limited to 7:30 a.m. to 7:00 p.m. Monday-Friday; 8:00 a.m. to 5:00 p.m. on Saturday and closed on Sunday.

Summary

The applicant has laid out the site to minimize the impacts of the facility on the surrounding area. Enhanced architectural building design and landscaping have also minimized the visual impacts typically associated with an automotive repair facility. Staff has no objection to the four variances requested; however, staff is taking a neutral stance on the SUP request by recommending City Council consideration due to the possibility that another automotive repair facility could continue operations in the current Goodyear facility if Goodyear relocates to the new site.

Subject: Goodyear Auto Care Facility

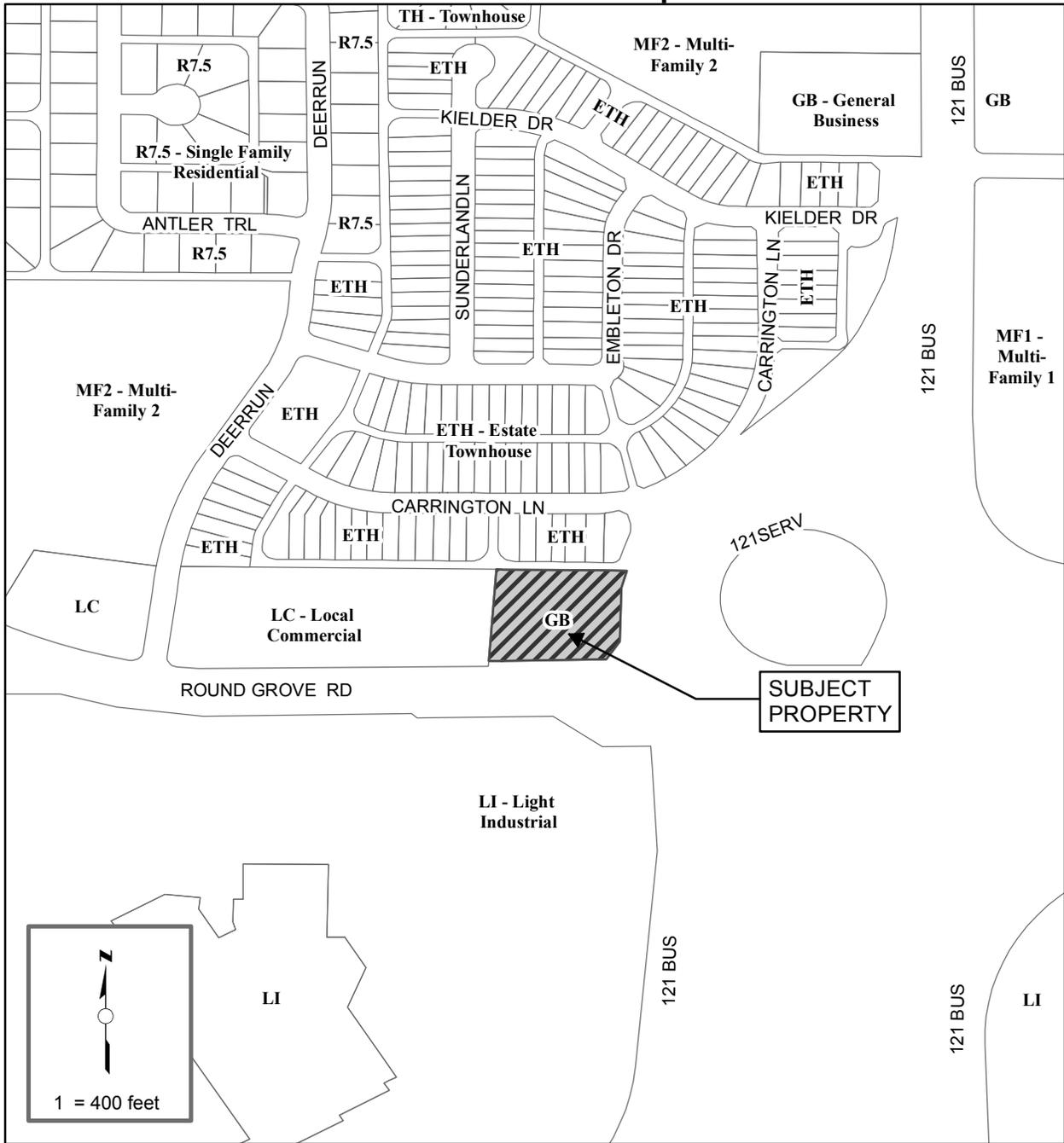
February 15, 2016

Page 5 of 5

RECOMMENDATION

It is City staff's recommendation that the City Council consider the Special Use Permit request for minor automobile services consisting of a free-standing Goodyear Auto Care facility; and consideration of four associated variances.

Location Map



CASE NO. SUP-2016-02-01

COMPANY NAME: HUMMEL INVESTMENTS LLC

PROPERTY LOCATION: NWC OF FM 3040 AND SH 121 BUSINESS (1.212-ACRES)

CURRENT ZONING: GENERAL BUSINESS (GB)

REQUESTED USE: A SPECIAL USE PERMIT (SUP) FOR A GOODYEAR AUTO CARE FACILITY

Aerial Map



**MINUTES
PLANNING AND ZONING COMMISSION
FEBRUARY 2, 2016**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 pm. Members present: James Davis, Sean Kirk, Brandon Jones, Mary Ellen Miksa, Alvin Turner, Steve Byars and Kristin Green. Member Sean Kirk was absent.

Staff members present: Richard Luedke, Planning Manager and June Sin, Planner.

Item 4:

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

- B. Consideration of a Special Use Permit (SUP) for Minor Automobile Services Consisting of a Free-Standing Goodyear Auto Care Facility; on an Approximately 1.212-Acre lot, Legally Described as Lot 1, Block G, Carrington Village Addition Phase II, Located at the Northwest Corner of FM 3040 and SH 121 Business, as Requested by Steve Meier of Hummel Investments, LLC. on Behalf of Drexel Realty Lewisville LP, the Property Owner. (Case No. SUP-2016-02-01).

Richard Luedke, Planning Manager, gave an overview of the proposal and provided details related to proposed building orientation and materials, landscaping, screening, buffering, signage and driveway access. Mr. Luedke also briefed the Commission on three letters of opposition that were submitted by adjacent property owners in the Carrington Village residential neighborhood north of the proposed site. The three property owners expressed concerns over potential noise, adequate screening and effects on air quality. Chairman Davis opened the public hearing. Mr. Steve Meier, the applicant, gave a detailed presentation on the history of the business and the plans for the new facility on the subject property. Mr. John Taylor, 222 Kielder Drive, President of the Carrington Village Home Owners Association, confirmed that the neighborhood contains a total of 183 homes. Mr. Terry Ellis, 234 Carrington Lane, spoke in opposition with concerns over cars parked overnight, noise, inadequate wall height and emissions affecting air quality. He also stated that felt that the distance between the SH 121 Business ramp and the proposed driveway was inadequate. Mr. Charles O'Banion, the owner of the current Goodyear facility, confirmed that the vehicles parked overnight and the noise complaints registered in October 2015 were not associated with Goodyear. He stated that all customer vehicles kept overnight are parked inside the building for liability issues. Mr. O'Banion further explained the state and federal requirements involved when disposing of tires, which are picked up from the facility every 7 to 10 days. The Commission asked questions related to the four variance requests associated with the SUP. Mr. Luedke explained each of the variance requests, three of which are related to the driveway location, while the forth request is related to a utility easement setback. Mr. Luedke confirmed that staff has no objections to the requested variances. Chairman Davis closed the public hearing. Alvin Turner expressed concern over the fact that the property has

only one point of access. A motion was made by Brandon Jones to recommend approval of the SUP with the following conditions:

- 1) Overnight outside storage of vehicles shall not be allowed;
- 2) The outside storage of tires and other materials shall not be allowed on the site; and
- 3) The hours of operation shall be limited to 7:30 a.m. to 7:00 p.m. Monday-Friday; 8:00 a.m. to 5:00 p.m. on Saturday and closed on Sunday.

The motion passed by a vote of 5-1 (No: Steve Byars).

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 17-21. - "LC" LOCAL COMMERCIAL DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for indoor, neighborhood office, retail, and services which are primarily retail in nature, including, but not limited to:
- (1) Any use permitted in district "OD" as regulated in said district.
 - (2) Grocery stores.
 - (3) Barber and beauty shops.
 - (4) Book, card, gift and stationary stores.
 - (5) Dry cleaning and laundry services.
 - (6) Gasoline service stations (SUP required).
 - (7) Minor automobile services including tune-up and repair services, tire stores and car washes, providing there is no overnight outside storage of vehicles (not including transmission or body shops) (SUP required).
 - (8) Restaurants.
 - (9) Florists.
 - (10) Video rental stores, movie theaters and other indoor amusements.
 - (11) Church worship facilities.
 - (12) Buildings and uses owned or operated by public governmental agencies.
 - (13) Other retail, office and service uses of a similar nature provided that the business establishment supplies the everyday needs of the immediate neighborhood and is subject to the following conditions:
 - a. There is no outside display and storage of merchandise or vehicles, except for the incidental and occasional sale of merchandise outside the building for periods not to exceed thirty (30) days (i.e. Christmas tree sales and sidewalk sales, etc.).
 - b. That required yards not be used for display, sale or storage of merchandise, or for the storage of vehicles, equipment, containers or waste material.
 - c. That such use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.
 - (14) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (15) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, dust, noise, vibration or similar nuisance.
 - (16) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (17) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
 - (18) Beverage container recycling collection facility (SUP required).
 - (19) Kiosks, including water and ice sales (SUP required).
 - (20) Private stadium/arena/sports field (SUP required).
 - (21) Communication Towers (SUP required).
 - (22) Plant Nursery (Retail Sales) (Indoor)
 - (23) Plant Nursery (Retail Sales) (With Outdoor Display or Storage) (SUP required).
- (b) *Height.* No building shall exceed forty-five (45) feet or three (3) stories in height, except that a building may be erected to a height of eighty (80) feet and eight (8) stories if set back from all required yard lines a distance of one (1) foot for each two (2) feet of additional height above forty-five (45) feet. 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 "LC", except that automobile 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.*

SECTION 17-29.5 - "SUP" SPECIAL USE PERMIT

(a) *Purpose.*

The special use permit (SUP) provides a means for evaluating land uses identified in this ordinance to ensure compatibility with adjacent properties. The intent of the special use permit process is to allow consideration of certain uses that would typically be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions.

(b) *Application submittal and approval process.*

(1) Application for an SUP shall be processed like an application for rezoning. An application shall not be complete and shall not be scheduled for a public hearing unless the following are submitted along with the application:

- a. A scaled development plan depicting the items listed in Section 17-29.5(b)(2);
- b. A meets and bounds description of the property boundary;
- c. A narrative explaining how the property and use(s) will function;
- d. Colored elevations of the building and other structures including dimensions and building materials;
- e. A Landscaping Plan, meeting the requirements of Section 6-124 of the Lewisville Code of Ordinances;
- f. A Tree Survey and Mitigation Plan if required by Section 6-125 of the Lewisville Code of Ordinances;
- g. Detailed elevations and descriptions of proposed signage;
- h. An exhibit illustrating any requested variances; and
- i. Any other information, drawings, operating data or expert evaluations that city staff determines are necessary to evaluate the compatibility criteria for the proposed use and development.

(2) The development plan submitted along with an SUP application must include the following:

- a. The layout of the site;
- b. A north arrow;
- c. A title block including project name, addition, lot, block, acreage, and zoning classification of the subject property;
- d. Name, address, and phone number for applicant, developer, owner, builder, engineer, and/or surveyor;
- e. Building location, property lines, and setbacks;
- f. Summary tables listing building square footage, required parking, and required landscaping;
- g. Locations of utility easements, if applicable;
- h. Zoning and ownership of adjacent properties;
- i. Easements, deed restrictions, or encumbrances that impact the property;
- j. Median openings, traffic islands, turning lanes, traffic signals, and acceleration and deceleration lanes;
- k. Streets, alleys, and easements adjacent to the site;
- l. Driveways and sidewalks;
- m. Parking configuration, including maneuvering lanes and loading areas;
- n. Location and details of dumpsters and screening devices; and
- o. Location of all proposed signage.

(3) Variances from the regulations of the city's General Development Ordinance may be granted at the discretion of the city council as part of the SUP approval. The granting of an SUP has no effect on uses permitted by right and does not waive the regulations of the underlying zoning district.

- (4) The planning and zoning commission or the city council may require additional information or drawings, operating data or expert evaluation or testimony concerning the location and characteristics of any building or uses proposed.
- (5) The planning and zoning commission, after holding a public hearing, shall recommend to the city council approval or denial of each SUP along with any recommended conditions. The city council shall review each case on its own merit, apply the compatibility criteria established herein, and if appropriate, grant the special use permit for said use(s).
- (6) Completion of a development plan for the SUP does not waive the requirement to provide an engineering site plan in accordance with the General Development Ordinance.

(c) *Compatibility criteria for approval.*

The planning and zoning commission shall not recommend approval of, and the city council shall not grant an SUP for a use except upon a finding that the use will:

- (1) complement or be compatible with the surrounding uses and community facilities and any adopted comprehensive plans or small area plans;
- (2) contribute to, enhance, or promote the welfare of the area of request and adjacent properties;
- (3) not be detrimental to the public health, safety, or general welfare; and
- (4) conform in all other respects to all zoning regulations and standards.

(d) *SUP conditions.*

The planning and zoning commission may recommend and the city council may adopt reasonable conditions upon the granting of an SUP consistent with the purpose and compatibility criteria stated in this section. The development plan, however, shall always be attached to and made a condition of the SUP. The other documents submitted with the SUP application may also be made conditions of the SUP.

(e) *Amendments, enlargement, modifications or structural alterations.*

- (1) Except for minor amendments, all amendments, enlargements, modifications or structural alterations or changes to the development plan shall require the approval of a new SUP. The city manager or his designee may authorize minor amendments to the development plan that otherwise comply with the SUP ordinance and the underlying zoning and do not:
 - a. Alter the basic relationship of the proposed development to adjacent property;
 - b. Increase the maximum density or height shown on the original development plan;
 - c. Decrease the number of off-street parking spaces shown on the original development plan; and/or
 - d. Reduce setbacks at the boundary of the site as specified by a building or setback line shown on the original development plan.
- (2) For purposes of this subsection, "original development plan" means the earliest approved development plan that is still in effect, and does not mean a later amended development plan. For example, if a development plan was approved with the specific use permit and then amended through the minor amendment process, the original development plan would be the development plan approved with the specific use permit, not the development plan as amended through the minor amendment process. If, however, the development plan approved with the specific use permit was replaced through the zoning process, then the replacement development plan becomes the original development plan. The purpose of this definition is to prevent the use of several sequential minor amendments to circumvent the zoning amendment process.

- (3) Although the city manager or his designee has the authority to grant minor amendments to the development plan, they are not obligated to do so. The city manager or his designee shall always maintain the discretion to require city council approval if he feels that it is within the public's interest that city council consider the amendment, enlargement, modifications, or structural changes at a public hearing.

(f) *Compliance mandatory with written requirements.*

- (1) No special use permit shall be granted unless the applicant, owner, and grantee shall be willing to accept and agree to be bound by and comply with the written requirements attached to the development plan drawings and approved by the city council.
- (2) A special use permit shall be transferable from one owner or owners of the subject property to a new owner or occupant of the subject property, however all regulations and conditions of the SUP shall remain in effect and shall be applicable to the new owner or occupant of the property.

(g) *Timing.*

All development plans submitted for review will be on the city's active list for a period of 90 days from the date of each submittal. After the 90-day period, a project will be considered abandoned and removed from the file. A building permit shall be applied for and secured within 180 days from the time of approval of the special use permit provided that the city may allow a one-time extension of the SUP for another 180 days. A SUP shall expire six months after its approval or extension date if no building permits have been issued for the site or if a building permit has been issued but has subsequently lapsed. Work must be completed and operations commenced within 18 months of approval.

(h) *Zoning map.*

When the city council authorizes granting of a special use permit the official zoning district map shall be amended according to its legend to indicate that the affected area has conditions and limited uses, said amendment to indicate the appropriate zoning district for the approved use, and suffixed by an "SUP" designation. A log of all special use permits shall be kept by the city.

(i) *Rescind and terminate a special use permit.*

City council may rescind and terminate an SUP after a public hearing if any of the following occur:

- (1) That one or more of the conditions imposed by the SUP has not been met or has been violated.
- (2) The SUP was obtained through fraud or deception.
- (3) Ad valorem taxes on the property are delinquent by six months or more.
- (4) Disconnection or discontinuance of water and/or electrical services to the property.
- (5) Abandonment of the structure, lease space, lot, or tract of land for 180 days or more. (For the purpose of this section, "abandon" shall mean to surrender occupancy by vacating or ceasing to operate or inhabit such property.)

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



LEWISVILLE
Great Places. Great Living. Great Future.

**SPECIAL USE PERMIT (SUP)
APPLICATION**

Owner/s (name): Jimmy Grisham	
Company Name: Drexel Realty Lewisville LP, a Texas limited partnership	
Mailing Address: 3953 Maple Ave Suite 250 Dallas TX 75219	
Work #:	Cell #:
E-Mail: Jimmy.Grisham@CNLCRE.com	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): <i>[Signature]</i> STEVE C. MEIER	Date: 12/4/15
Printed Name: STEVE C. MEIER	

Applicant/Agent (name): Steve Meier	
Company Name: Hummel Investments LLC	
Mailing Address: 8117 Preston Road Suite 120 Dallas TX 75225	
Work #: 214-416-9820 ext 104	Cell #: 214-632-9611
E-Mail: steve@hummelinvestments.com	
Applicant/Agent Signature	Date: 12/03/15
Printed Name: Steve Meier	

Current Zoning: GB	Requested Zoning: No Change	Acres: 1.221
Legal Description (Lot/ Block/Tract/Abstract): Lot 1 Block G Carrington Village Phase II		
Address/Location: NWC of FM 3040 and SH 121 Business		

Application and Sign Fees:

	Less than 1/2 acre	\$ 150.00
x	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: 1	SUP Signs - \$35 each. 1 sign required for each 5 acres (max. 5 per site)	\$ 35.00
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Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	\$ 285.00
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LEWISVILLE

Where Access Means World-Class Business

REQUIRED:

Fully describe the plans for the property

The proposed development includes an approximately 7,800 square foot building with 12 Service Bays and a Customer Waiting Area. Parking for customers will be between the building and the west property line. Access to the site is provided by the existing drive approach on to FM 3040. We are proposing to push the building as far to the south and east as possible while still providing the required Fire Lane Access. The parking lot will be set back from the north property line, which abuts the adjacent residential use, at least 25' and more than 25' at some points – significantly more than required by city regulations. This will allow a greenbelt which will have significant landscape screening.

NOTE:

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

Hummel Investments LLC

Real Estate Development

January 25, 2016

Richard Luedke
City of Lewisville
Economic Development & Planning
151 W. Church Street
Lewisville, Tx. 75057

**RE: *Goodyear Tire & Service
 NWC of FM 3040 & SH 121 Business
 Lewisville, Texas 75067***

Mr. Luedke,

This letter and attachments shall serve as a written request for four (4) Variance Requests to the city ordinances that apply to this site.

The first three (3) Variance Requests (**Variance A, B & C**) concern the city ordinance that requires drive approaches on FM 3040 to have Deceleration/Right Turn Lanes. The subject property is a vacant lot on the hard corner of FM 3040 and SH 121 Business. There is an existing drive approach into the subject property from FM 3040 that was installed by TxDot as part of the FM 3040 / SH 121 Interchange project. The drive approach only serves the subject property. The southbound SH 121 Frontage Road is directly adjacent to the east boundary the property and TxDot will not allow access from the off-ramp to the subject property.

Per Mr. Jeff Kelly, Asst. City Engineer, we will need to request three separate variances as follows:

- A. To waive the Deceleration Lane requirement
- B. To waive the required 250' control of access from the intersection of SH 121 Business
- C. To waive the required 230' driveway spacing from an existing driveway on a separate lot

Variance A

The hardship is that the property is subject to that warrants a Variance is that there is not a sufficient distance from the existing drive approach (referenced above – installed by TxDot) to the radius of the SH 121 Frontage Road intersection with FM 3040.

Additionally, we have had numerous discussions with the TxDot Area Engineer and she has told us as well Jeff Kelly, Asst. City Engineer, that TxDot will not approve a Deceleration/Right Turn Lane at this location as they felt that it interferes with the turning movement from the SH 121 Frontage

Road onto west bound FM 3040. Additionally, they did not think that the traffic load turning into our project outweighed the possible interference at the intersection.

The dimension of a typical City of Lewisville Deceleration/Right Turn Lane are as follows:

- 110 linear feet of tapered drive lane
- 60 linear feet of Stacking Space for vehicles wishing to turn
- 20 linear feet radius at the drive approach

This equates to an overall length of 190 feet for the installation of a Deceleration/Right Turn Lane at this location.

For these reasons, we respectfully request a Variance from the Decel Lane Ordinance.

Variance B

The hardship is that the existing drive approach was installed by TxDot as part of the FM 3040 / SH 121 Interchange project. This drive approach aligns with the median break in FM 3040 – also installed by TxDot as part of the FM 3040 / SH 121 Interchange project. The location of the existing drive approach was determined by TxDot. Presumably, TxDot placed the drive approach so that it would be as far from the SH 121 frontage road intersection as practical while maintaining some separation from the pre-existing drive approach on the adjacent property to the west.

Due to the design of the SH 121 intersection, there is not sufficient distance to comply with the city's 250' spacing requirement, and we respectfully request a Variance from the 250' spacing requirement.

Variance C

The hardship is really the same as that of Variance B. The existing drive approach was installed by TxDot as part of the FM 3040 / SH 121 Interchange project. The location of the existing drive approach was determined by TxDot. Presumably, TxDot placed the drive approach as close to the pre-existing drive approach on the adjacent property to the west as they deemed was practical in order to maximize the distance from the SH 121 frontage road intersection

Due to the design of the SH 121 intersection, there is not sufficient distance to comply with the city's 230' spacing requirement and we respectfully request a Variance from the 250' spacing requirement.

The fourth Variance Request (**Variance D**) concerns the city ordinance requiring a 10' building setback from an existing 20' Water & Sanitary Sewer Easement that parallels FM 3040 along the ROW line of the subject property.

Variance D

We are requesting a Variance to the city ordinance that requires a 10' building setback from a Water Easement so that we can place the front wall of the proposed building on the 25' Building Setback Line – which is dictated by the zoning regulations as well as the Plat.

After reviewing the 20' Water & Sanitary Sewer Easement in question as well as the location of the existing water and san. Sewer utilities with Mr. Jeff Kelly, Asst. City Engineer, he and the engineering staff determined that this 20' Water & San. Sewer Easement is not needed.

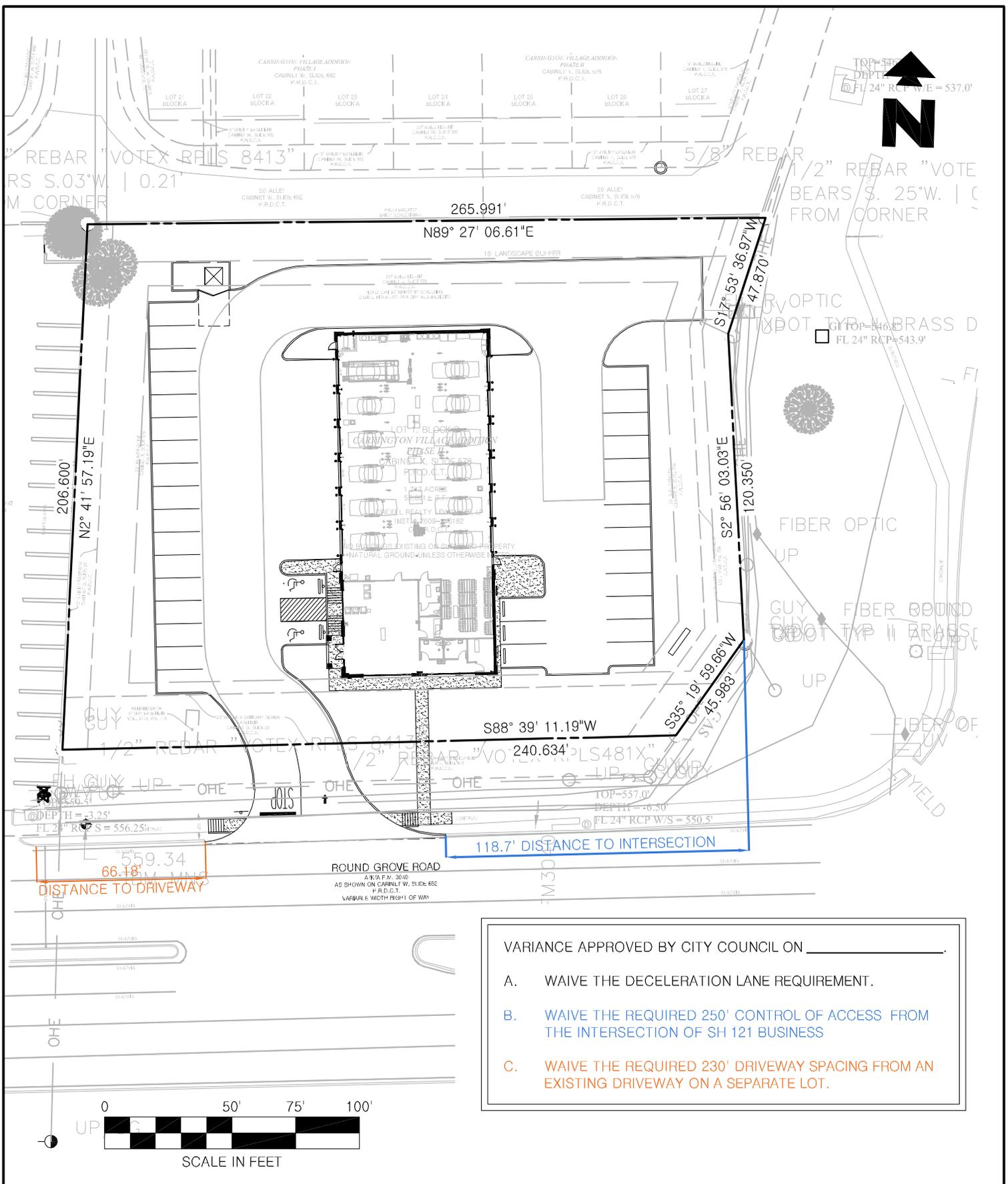
The Engineering Dept. is suggesting that we go through an abandonment process for this 20' Water & San. Sewer Easement. But in the interim, they are suggesting that we request a variance for the reduction of the standard city 10' building setback from a water easement to only a 5' setback so that we can accommodate the Planning Departments request that the front of the building be placed on the 25' building Setback Line so as to create a larger landscape buffer at the rear of the site.

We have attached an exhibit depicting this Variance requesting the 5' setback reduction. And we have depicted it on our Development Site Plan.

Please let me know if you have any questions or need any additional back-up documentation or exhibits.

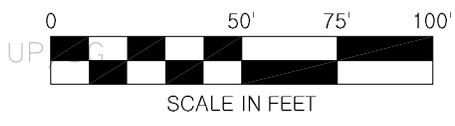
Thank you,

Steve C. Meier, AIA
Director of Development
Hummel Investments LLC



VARIANCE APPROVED BY CITY COUNCIL ON _____

- A. WAIVE THE DECELERATION LANE REQUIREMENT.
- B. WAIVE THE REQUIRED 250' CONTROL OF ACCESS FROM THE INTERSECTION OF SH 121 BUSINESS
- C. WAIVE THE REQUIRED 230' DRIVEWAY SPACING FROM AN EXISTING DRIVEWAY ON A SEPARATE LOT.



JOB # 29310.0 DRAWING: 29310_SP.dwg LAST SAVED BY: TALLEY



Engineering Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3030 LBJ Freeway, Suite 100
Dallas, TX 75234

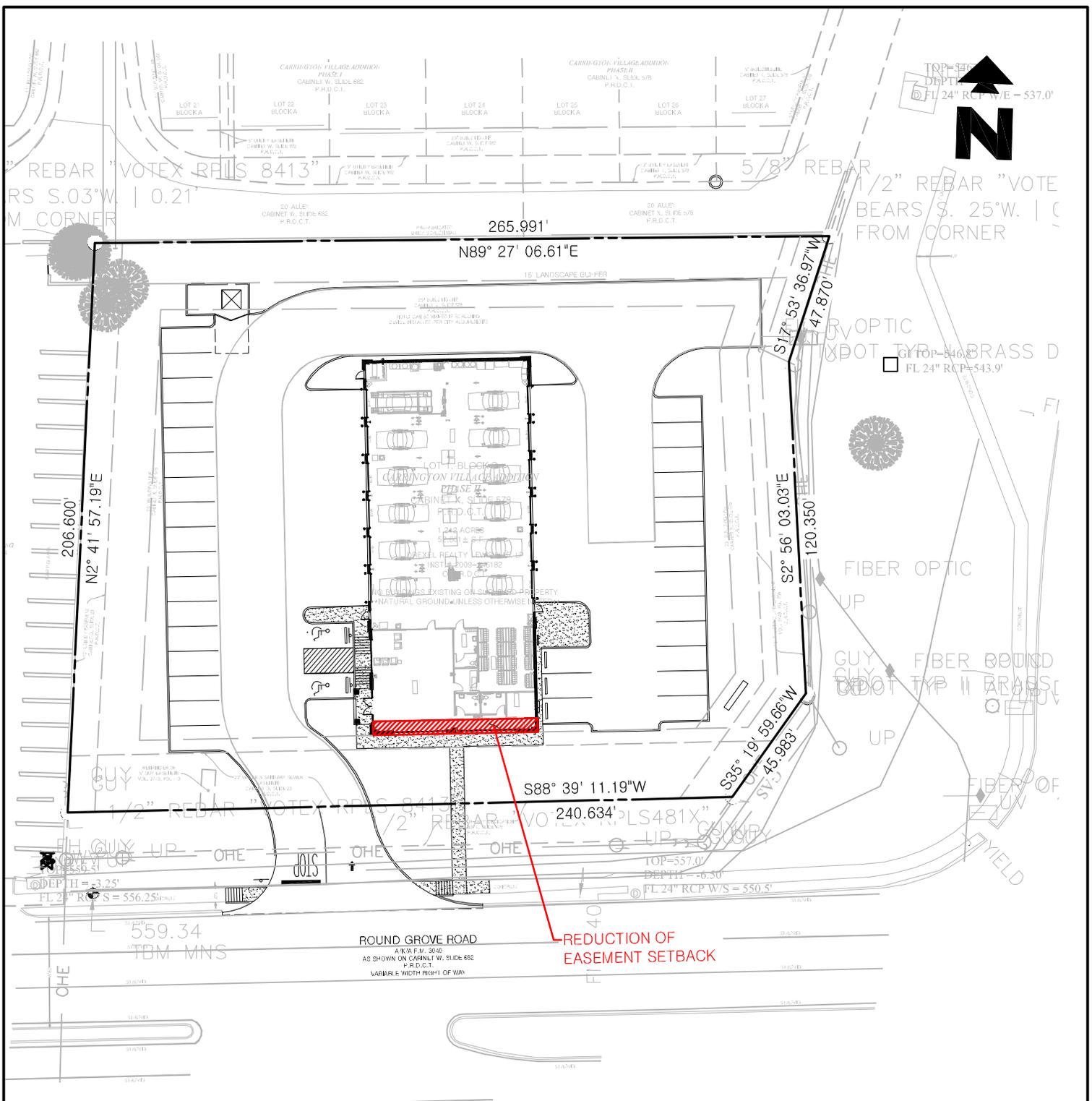
(972)488-3737
FAX (972)488-6732

GOODYEAR

29310.0	1/25/16	ADS	BJD	TJA	TJA
CEI PROJECT NO.	DATE	DPOR	PM	DES	DRW

VARIANCE EXHIBIT
ROUND GROVE ROAD (F.M. 3040) & STATE HWY 121
LEWISVILLE, TEXAS

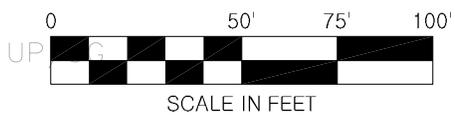
REV DATE	SHEET NO.
1/25/16	----
REV-1	----



REDUCTION OF EASEMENT SETBACK

VARIANCE APPROVED BY CITY COUNCIL ON _____

D. WAIVE 5' OF THE REQUIRED 10' BUILDING SETBACK FROM THE EXISTING 20' WATER AND SANITARY SEWER EASEMENT.



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3030 LBJ Freeway, Suite 100
Dallas, TX 75234

(972)488-3737
FAX (972)488-6732

GOODYEAR

29310.0	1/25/16	ADS	BJD	TJA	TJA
CEI PROJECT NO.	DATE	DPOR	PM	DES	DRW

VARIANCE EXHIBIT
ROUND GROVE ROAD (F.M. 3040) & STATE HWY 121
LEWISVILLE, TEXAS

REV DATE	SHEET NO.
1/25/16	----
REV-1	----

JOB # 29310.0 DRAWING: 29310_SP.dwg LAST SAVED BY: TALLEY



Richard Luedke <rluedke@cityoflewisville.com>

Fw: Proposed Goodyear Auto Care Facility

2 messages

terrye [REDACTED]
To: "rluedke@cityoflewisville.com" <rluedke@cityoflewisville.com>

Sat, Jan 30, 2016 at 11:06 AM

Richard,

My concern as a resident almost directly behind Goodyear as it sits today is the additional added noise and air pollution that comes with added vehicle maintenance capabilities. We currently are already experiencing attacks by mosquitos during spring summer and fall and I would anticipate the expansion would also allow them capabilities to change additional tire's which will also increase the breeding ground for even more mosquitoes which is a health issue in itself along with the added vehicle emissions.

Needless to say I always want to see the city of Lewisville expand with local business growth and expansion in most cases, however this expansion should possibly occur in an area where not as many famalies are trying to raise famalies in a clean, safe, unpoluted area.

My proposal is that if you allow this to continue to expand at its current location then property taxes be greatly reduced to everyone that will be affected by the outcome of the expansion to offset cost of additional mosquito spraying for our community along with air pollution testing in our immediate community. Or the council could simply move in to our community to share the pain and wealth of what we will contend with be required to contend with if they approve the expansion.

Sincerely,
Terry Ellis- taxpayer
234 Carrington Lane
Lewisville, Texas 75067

Richard Luedke <rluedke@cityoflewisville.com>

Mon, Feb 1, 2016 at 1:05 PM

To: terrye [REDACTED]

Mr. Ellis,

Thank you for submitting your comments concerning the Special Use Permit (SUP) for the proposed Goodyear Auto Care facility at the northwest corner of FM 3040 and SH 121 Business. Staff has sent your comments to the members of the Planning and Zoning Commission, which will hold a public hearing concerning this SUP request on Tuesday, February 2, 2016 at 6:30 p.m. in the Council Chamber at Lewisville City Hall. Please contact me if you have any further questions or concerns.

Thank you,

Richard E. Luedke, AICP

Planning Manager

City of Lewisville

151 W Church Street

Lewisville, TX 75057

wk: (972)-219-3456

www.cityoflewisville.com



Richard Luedke <rluedke@cityoflewisville.com>

Goodyear expansion on 3040

2 messages

Kim Keefe [REDACTED]
To: "rluedke@cityoflewisville.com" <rluedke@cityoflewisville.com>

Mon, Feb 1, 2016 at 9:24 AM

Dear Mr. Luedke,

I am writing you in protest against the expansion of the Goodyear facility on 3040. I live behind the current facility and find it annoying how they work on cars late into the evening. When I retire for the night all I hear is engines revving and noise that is annoying and disruptive. Expanding this facility would cause more of the same. Not to say the increase in "health issues." We would experience a decrease in clean air for the engine work as well as an increase in Mosquitos from the large amount on tires being discarded. In addition Carrington Village has to bear the brunt of the wall repairs due to the way they park their cars against our wall. At a minimum the city should require them to put up a 10' wall for noise abatement.

I strongly am against this expansion and hope the City of Lewisville will work with our community to vote against this expansion.

Thank you for consideration of those of us behind this facility who do not want our property values reduced because of this expansion.

Regards,
Kim Keefe
222 Carrington Ln

Sent from my iPhone

Richard Luedke <rluedke@cityoflewisville.com>
To: Kim Keefe [REDACTED]

Mon, Feb 1, 2016 at 1:18 PM

Ms. Keefe,

Thank you for submitting your comments concerning the Special Use Permit (SUP) for the proposed Goodyear Auto Care facility at the northwest corner of FM 3040 and SH 121 Business. Staff has sent your comments to the members of the Planning and Zoning Commission, which will hold a public hearing concerning this SUP request on Tuesday, February 2, 2016 at 6:30 p.m. in the Council Chamber at Lewisville City Hall. Please contact me if you have any further questions or concerns.

Thank you,

Richard E. Luedke, AICP

Planning Manager

City of Lewisville

151 W Church Street

Lewisville, TX 75057

wk: (972)-219-3456

www.cityoflewisville.com



Richard Luedke <rluedke@cityoflewisville.com>

Goodyear Development proposal

2 messages

Castello, Jeff

Mon, Feb 1, 2016 at 11:00 PM

To: "rluedke@cityoflewisville.com" <rluedke@cityoflewisville.com>

Cc:

To: Richard Luedke, AICP

Planning Manager City of Lewisville

RE: Case No. SUP-2016-02-01

With regard to the proposed Goodyear Auto Care Facility I have a few questions and concerns I would like to share:

- One question is has there been an Environmental Impact Study completed for this proposed development to evaluate the increased noise pollution? If not, I hope one will be required prior to the development being considered so the overall impact is known and addressed properly prior to approving this development. My overall concern is if this new facility is approved there is the potential for the impact/waste to double or triple now that there would be a larger facility with more repair bays plus the opportunity for another business to move into the existing repair facility.
- The current Goodyear business in operation directly adjacent to potential new facility is directly behind our home is a nuisance and extremely noisy.
- Carrington Village sound wall has been damaged from Goodyear backing vehicles and/or equipment into the wall between our alley and their facility, when our Home Owners Association manager called their attention to the issue the associate insisted it was not due to them. I have attached a few pictures showing damage to the wall, trash in and around the tire disposal area and some of the extremely damaged vehicles that are stored at their current facility parking lot. Also, this past summer there was an old motorhome parked at their facility with people staying in it and working on vehicles at all hours of the night.
- The existing sound wall is too low along the proposed building site to protect residents from excessive noise, I recommend a sound wall be raised to maximum allowed height and evergreen trees be planted to further block sound and assist in maintaining air quality.

- The current Goodyear business is prone to excessive noise, there have been numerous calls to the police regarding a generator running in the parking lot in the middle of the night while working on vehicles overnight.
- Please also take note of the derelict vehicles that are parked at this business, I am attaching pictures, these vehicles that are parked here over the weekend seem to belong in the wrecking yard as opposed to an auto repair shop that specializes in tire replacement and repair.

I am definitely in favor of business growth in our community, but I feel this development/expansion could definitely negatively impact our home property values and the overall beauty of our Community with it being approved without a requirement to install an appropriate height sound wall & vegetation to help mitigate the increased noise pollution.

Thank you in advance for considering our concerns.

Jeff Castello

230 Carrington Ln
[REDACTED]

Tue, Feb 2, 2016 at 3:41 PM

Richard Luedke <rluedke@cityoflewisville.com>
To: "Castello, Jeff" [REDACTED]

Mr. Castello,

Thank you for submitting your comments concerning the Special Use Permit (SUP) for the proposed Goodyear Auto Care facility at the northwest corner of FM 3040 and SH 121 Business. Staff has sent your comments to the members of the Planning and Zoning Commission, which will hold a public hearing concerning this SUP request tonight (Tuesday, February 2, 2016) at 6:30 p.m. in the Council Chamber at Lewisville City Hall. Please contact me if you have any further questions or concerns.

Thank you,

Richard E. Luedke, AICP

**Planning Manager
City of Lewisville**

**151 W Church Street
Lewisville, TX 75057**

wk: (972)-219-3456

www.cityoflewisville.com



LEWISVILLE

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CAD Operations Report

LEWISVILLE

Call Number 15089041

Printed: 01/29/2016 10:01 AM

Call Detail Information

Jurisdiction: LEWISVILLE

Call Number 15089041	Taker GPEDIGO	Pos 7	Call Owner	Status C	Date - Time Received Fri 10/02/2015 23:14:47	Inj 0			
Complaint ND NOISEDIST	Ten Code	Priority 3	Fire Grade	Class G	Alarm	How Received			
Incident Location 297 W ROUND GROVE RD	Apart/Suite 240	Floor/Bldg	Incident City LEWISVILLE	State TX	ZIP 00000-0000				
Caller Name ELLIS, TERRY	Telephone	Alt Telephone	Tower ID						
Caller Location CARRINGTON LANE	Apart/Suite	Floor/Bldg	Caller City LEWISVILLE	State TX	ZIP 00000-0000				
Landmark GOODYEAR TIRE-LEWISVILLE TIRE & SVC	Weapons								
IRA 326	Grid	Disp Zone DIST3	Fire Run Zn 3A	EMS Run Zn	ESN	Tract 326			
<input checked="" type="checkbox"/> Contacts	<input type="checkbox"/> Fire Plan	<input type="checkbox"/> Hazard	<input type="checkbox"/> Images	<input type="checkbox"/> Medical	<input type="checkbox"/> Traffic	<input checked="" type="checkbox"/> Previous			
<input type="checkbox"/> BOLO	<input type="checkbox"/> Warrant	RMS CH	RMS Alerts	<input type="checkbox"/> In Progress	<input type="checkbox"/> Report Req	<input type="checkbox"/> Subject Req			
ALL Time	Call Rec'd 23:14:47	Xmit 23:15:16	Dispatch 00:19:37	Enroute 00:19:37	OnScene 00:19:42	Departed	Arrived	Comp 00:23:17	Unit 449
X:	Y:	Z:	Lwr: S SH 121 BUS	Upr: DEER RUN					

Narrative...

[10/02/2015 23:15:16 : pos7 : GPEDIGO]
Cross streets: S SH 121 BUS//DEER RUN
Landmark: GOODYEAR TIRE-LEWISVILLE TIRE & SVC
Geo Comment: MAPSCO 1A-A BOX 326

CALLER SAID EVERY NIGHT PARK THEIR RV AND IT IS VERY LOUD.

[10/02/2015 23:15:28 : pos7 : GPEDIGO]
CALLER CAN HEAR IT AT THIER RESD

[10/02/2015 23:16:48 : pos7 : GPEDIGO]
REC ANOTHER CALL FROM A NEIGHBOR ON CARRINGTON.

[10/03/2015 00:23:01 : MOB : 449]
NO RV. LOCATED A TRUCK WITH LOUD MUFFLER BUT HE WAS IN THE PROCESS OF LEAVING AND JUST STARTED IT HE SAID. OFC CLR

Location Comment

Geo Comment: MAPSCO 1A-A BOX 326

Department Numbers

Department	Dept Number	Unit ID
LPD	15078951	449

LEWISVILLE

Call Number 15089041

Printed: 01/29/2016 10:01 AM

Call Dispositions

Date - Time	Disposition	Unit Id
2015/10/03 00:23:13	NO REPORT MADE	

Call Log

Unit	Status	Date - Time	Dept	Type	Comments	Officers	Odo
449	ENR	10/3/2015 00:19:37	LPD	POL	297 W ROUND GROVE RD, LEWISVILLE	B.AFREDRIC	0.0
449	ONS	10/3/2015 00:19:42	LPD	POL	297 W ROUND GROVE RD, LEWISVILLE	B.AFREDRIC	0.0
449	COM	10/3/2015 00:23:16	LPD	POL	COM	B.AFREDRIC	0.0

Unit	Dept	DIS	ENR	ONS	LEF	ARR	BUS	REM	COM
449	LPD		00:19:37	00:19:42					00:23:16

Unit Log

Date-Time	Dept	Unit	Officer ID	Action	Comments
10/03/2015 00:20:42	LPD	449	B.AFREDRIC	NCIC VEHICLE	TX,AC97779,2010,PC,,,,,, 297 W ROUND GROVE RD, LEWISVILLE

Category	Last Name	First Name	Middle Name	Suffix	Crim Hist	RMS Alerts			
		Race	Sex	Ethnic	Height	Weight	Age	DOB	OLN
		Clothing			Demeanor				
		Relationship			Hair Color	Eye Color	Complexion		
Business Name		Description							
Location		Apt/Ste	Fir/Bld	City	ST	ZIP	Phone		

Call Subject Statistics

Question	Answer
----------	--------

Call References

Reference_Type	Reference	Related_Calls
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CAD Operations Report

LEWISVILLE

Call Number 15094492

Printed: 01/29/2016 10:01 AM

Call Detail Information

Jurisdiction: LEWISVILLE

Call Number 15094492	Taker TWHITLEY	Pos 8	Call Owner	Status C	Date - Time Received Mon 10/19/2015 22:12:27	Inj 0
-------------------------	-------------------	----------	------------	-------------	---	----------

Complaint ND NOISEDIST	Ten Code	Priority 3	Fire Grade	Class G	Alarm	How Received
---------------------------	----------	---------------	------------	------------	-------	--------------

Incident Location 297 W ROUND GROVE RD	Apartment/Suite 240	Floor/Bldg	Incident City LEWISVILLE	State TX	ZIP 00000-0000
---	------------------------	------------	-----------------------------	-------------	-------------------

Caller Name	Telephone	Alt Telephone	Tower ID
-------------	-----------	---------------	----------

Caller Location 297 W ROUND GROVE RD	Apartment/Suite 240	Floor/Bldg	Caller City LEWISVILLE	State TX	ZIP 00000-0000
---	------------------------	------------	---------------------------	-------------	-------------------

Landmark GOODYEAR TIRE-LEWISVILLE TIRE & SVC	Weapons
---	---------

IRA 326	Grid	Disp Zone DIST3	Fire Run Zn 3A	EMS Run Zn	ESN	Tract 326
------------	------	--------------------	-------------------	------------	-----	--------------

<input type="checkbox"/> Contacts	<input type="checkbox"/> Fire Plan	<input type="checkbox"/> Hazard	<input type="checkbox"/> Images	<input type="checkbox"/> Medical	<input type="checkbox"/> Traffic	<input checked="" type="checkbox"/> Previous
<input type="checkbox"/> BOLO	<input type="checkbox"/> Warrant	<input checked="" type="checkbox"/> RMS CH	<input type="checkbox"/> RMS Alerts	<input type="checkbox"/> In Progress	<input type="checkbox"/> Report Req	<input type="checkbox"/> Subject Req

ALI Time	Call Rec'd 22:12:27	Xmit 22:12:38	Dispatch 22:32:29	Enroute 22:32:29	OnScene 22:37:13	Departed	Arrived	Comp 22:44:47	Unit 231
----------	------------------------	------------------	----------------------	---------------------	---------------------	----------	---------	------------------	-------------

X: Y: Z: Lwr: S SH12 BUS Upr: DEER RUN

Narrative...

[10/19/2015 22:12:38 : pos8 : TWHITLEY]
 Cross streets: S SH12 BUS//DEER RUN
 Landmark: GOODYEAR TIRE-LEWISVILLE TIRE & SVC
 Geo Comment: MAPSCO 1A-A BOX 326

[10/19/2015 22:13:19 : pos8 : TWHITLEY]
 COMP CALLING FROM CARRINGTON LN

SAID THAT IT IS AN ONGOING ISSUE WITH THE GENERATOR
 RUNNING HERE AFTER HOURS AND IT IS DISTURBING THE PEACE

[10/19/2015 22:38:29 : pos4 : EFLOWERS]
 231/OUT WITH SOME PEOPLE WORKING ON A VEH

[10/19/2015 22:38:40 : pos4 : EFLOWERS]
 NOT SURE IF THEY ARE EMPLOYEES ARE NOT

[10/19/2015 22:40:14 : pos4 : EFLOWERS]
 231 ON NCIC

[10/19/2015 22:43:38 : MOB : 231]
 Loud generator running in back of business, subject had it on truck to run lights while he worked on a car. verbal warning.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS BY GRANTING A SPECIAL USE PERMIT FOR MINOR AUTOMOBILE SERVICES CONSISTING OF A FREE-STANDING GOODYEAR AUTO CARE FACILITY; ON A 1.212-ACRE LOT, LEGALLY DESCRIBED AS LOT 1, BLOCK G, CARRINGTON VILLAGE ADDITION PHASE II; LOCATED ON THE NORTHWEST CORNER OF FM 3040 AND SH 121 BUSINESS AND ZONED GENERAL BUSINESS DISTRICT (GB); PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING A REPEALER; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made requesting approval of a Special Use Permit for minor automobile services 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; and said Planning and Zoning Commission has recommended that the Special Use Permit on the 1.212-acre lot, as described in the attached Exhibit “A” (the “Property”), be **approved with conditions**; and

WHEREAS, this application for a Special Use Permit comes before the City Council of the City of Lewisville, Texas (the “City Council”) after all legal notices, requirements, conditions and prerequisites have been met; and

WHEREAS, the City Council at a public hearing has determined that the proposed use, subject to the condition(s) stated herein: (1) complements or is compatible with the surrounding uses and community facilities; (2) contributes to, enhances, or promotes the welfare of the area of

request and adjacent properties; (3) is not detrimental to the public health, safety, or general welfare; and (4) conforms in all other respects to all zoning regulations and standards.

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

SECTION 1. FINDINGS INCORPORATED. The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2. SPECIAL USE PERMIT GRANTED. Subject to the conditions provided for herein, applicant is granted a Special Use Permit to allow minor automobile services consisting of a free-standing Goodyear Auto Care Facility on the Property, which is zoned General Business (GB).

SECTION 3. CONDITIONS OF SPECIAL USE PERMIT. The Property shall be developed and maintained:

1. in compliance with the narrative and development plan, landscape plan, elevations and photometric plan, attached hereto as Exhibit "B";
2. in accordance with all federal, state, and local laws and regulations;
3. by prohibiting the overnight storage of vehicles;
4. by prohibiting the outside storage of tires and other materials on the site; and
5. by restricting the hours of operation from 7:30 a.m. to 7:00 p.m. Monday through Friday; from 8:00 a.m. to 5:00 p.m. on Saturday and closed on Sunday.

SECTION 4. CORRECTING OFFICIAL ZONING MAP. The City Manager, or her designee, is hereby directed to correct the official zoning map of the City of Lewisville, Texas, to reflect this Special Use Permit.

SECTION 5. COMPLIANCE WITH ALL OTHER MUNICIPAL REGULATIONS. The Property shall comply with all applicable municipal ordinances, as amended. In no way shall this Special Use Permit be interpreted to be a variance to any municipal ordinance.

SECTION 6. RESCINDING AND TERMINATION. The City Council may rescind and terminate the Special Use Permit after a public hearing if any of the following occur:

1. One or more of the conditions imposed by the Special Use Permit have not been met or have been violated.
2. The Special Use Permit was obtained through fraud or deception.
3. Ad valorem taxes on the property are delinquent by six months or more.
4. Disconnection or discontinuance of water and/or electrical services to the property.
5. Abandonment of the structure, lease space, lot, or tract of land for 180 days or more.

SECTION 7. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are here by repealed.

SECTION 8. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION 9. PENALTY. Any person, firm or corporation who violates any provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court, shall be subject to a fine of not more than \$2,000.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

SECTION 11. EMERGENCY. It being for the public welfare that this Ordinance be passed creates an emergency and public necessity and the rule requiring this Ordinance be read on three separate occasions be, and the same is hereby, waived and this Ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15TH DAY OF FEBRUARY, 2016.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

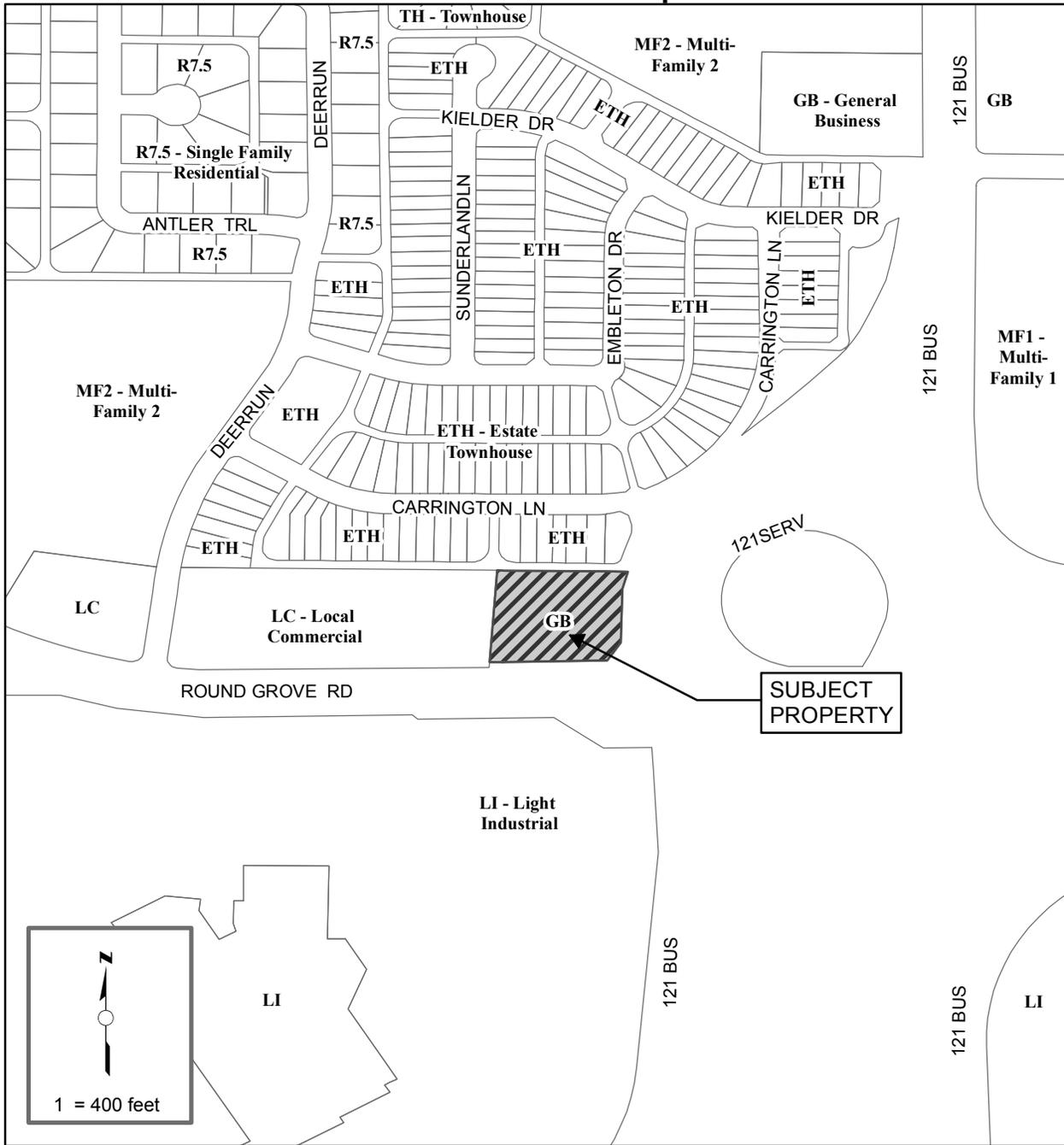
Exhibit A
Property Description

ORDINANCE NO. _____

Page 6

Exhibit B
SUP Narrative
Development Plan
Landscape Plan
Elevations
Photometric Plan

Location Map



CASE NO. SUP-2016-02-01

COMPANY NAME: HUMMEL INVESTMENTS LLC

PROPERTY LOCATION: NWC OF FM 3040 AND SH 121 BUSINESS (1.212-ACRES)

CURRENT ZONING: GENERAL BUSINESS (GB)

REQUESTED USE: A SPECIAL USE PERMIT (SUP) FOR A GOODYEAR AUTO CARE FACILITY

EXHIBIT B

Hummel Investments LLC

Real Estate Development

January 22, 2016

City of Lewisville
Planning Department
151 W. Church Street
Lewisville, TX 75209

**Re: Goodyear Auto Care Center
NWC FM 3040 & SH 121 Business**

To Whom It May Concern:

Gocha, LLC is a Goodyear Dealer that plans to develop the vacant northwest corner of FM 3040 & SH 121 to accommodate a free-standing Goodyear Auto Care facility. The development will consist of the auto care building, parking area and landscape buffers.

Gocha, LLC currently operates in the adjacent shopping center directly to the west of this site. Their existing facility in the adjacent shopping center is leased from the shopping center owner and is antiquated and too small for their operation. For these reasons Gocha, LLC is planning to invest in the City of Lewisville by purchasing the subject site and building a new auto care facility. Also, when the new facility is completed, Gocha will cease operations in the shopping center.

This Goodyear Auto Care facility will provide the same services as are currently offered at Gocha's adjacent leased facility. These services include tire sales & installation, wheel alignment, fluid replacements, brake service, routine maintenance, as well as diagnostic and minor auto repairs. They do not perform body work or painting of vehicles. The hours of operation are from 7:30 AM to 6:00 PM Monday thru Friday, 8:00 AM to 5:00 PM on Saturday and the store is closed on Sunday. During the summer months, the store stays open until 7:00 PM Monday thru Friday.

The proposed development includes an approximately 7,800 square foot building with 12 Service Bays and a Customer Waiting Area. As for the site layout, the building is oriented such that the bay doors face east and west and DO NOT face Round Grove Road/FM 3040 per Staff's request. Parking for customers will be between the building and the west property line. Additional parking will be situated between the building and the SH 121 ROW. There will be no parking between the building and the street OR between the building and the rear property line/adjacent residential properties to the north.

We are proposing to place the front wall of the building as far to the south as possible – abutting the 25' Building Setback Line along Round Grove Road/FM 3040. The City Engineering Dept. has determined that the existing 20' Water and Sanitary Sewer Easement is not needed and is suggesting that the easement be abandoned via a separate action after the SUP is approved. However, since the easement is still of record, we are requesting a Variance for a reduction of the city standard "10' building setback from the edge of an easement" so that the building can be placed at the 25' Building Setback Line. The paved access drive at the rear of the site will be set back from the north property line, which abuts the adjacent residential use, at least 15' and more that 15' at some points – significantly more than required by city regulations. This will allow a greenbelt which will have significant landscape screening and berming.

Hummel Investments LLC

Real Estate Development

Access to the site is provided by the existing drive approach on to FM 3040. This existing drive approach was installed as part of the recent reconfiguration/construction of the FM 3040/SH 121 Bus. Interchange. The location of this drive approach was determined by TxDot in order to provide access to the site knowing that at that time and they were aware that the circumstances were such that some of their standards could not be met. We are requesting a Variance for a waiver of the Deceleration Lane requirement, the 250' setback for a driveway from the SH 121 intersection and the 250' driveway spacing requirement. The request and supporting exhibits for which are part of our re-submittal package.

We are proposing heavy landscape buffers on all four sides of the property with trees and shrubbery in widths that exceed the city requirements.

The developer for this project is Hummel Investments, 8117 Preston Road, Suite 120 Dallas, TX 75225. The contact at Hummel is Steve Meier, 214-632-9611.

The attached documents include an SUP application, site plan, landscape plan and exterior elevations. If you have any questions or comments, please do not hesitate to call.

Sincerely,



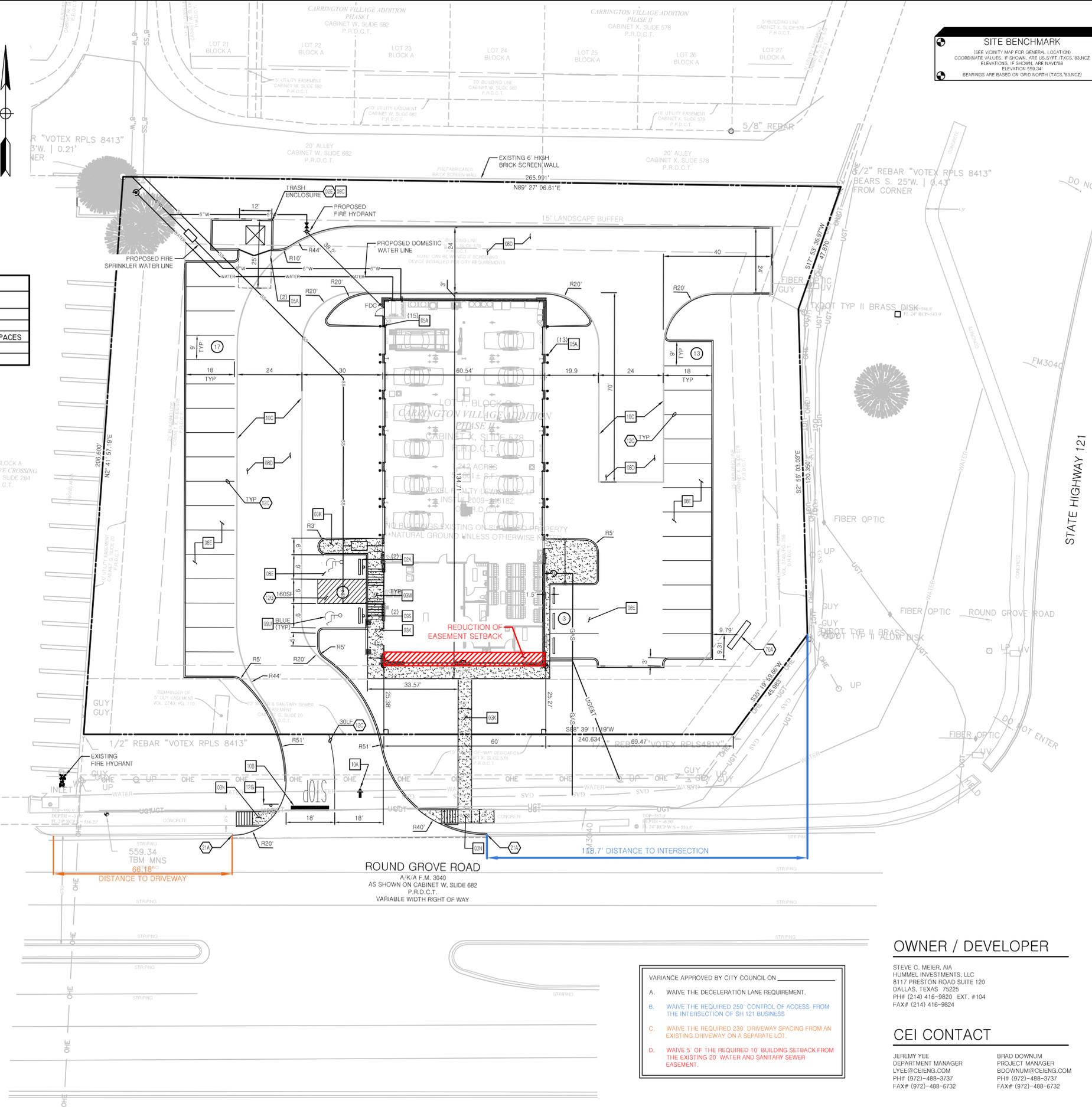
Steve C. Meier, AIA
Hummel Investments LLC



Vicinity Map

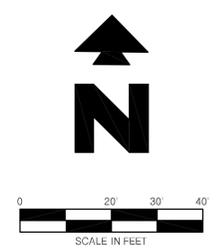
SCALE: 1" = 1,000'

SITE DATA	
SITE AREA:	1.212 ACRES (52,801 S.F.)
BLDG AREA:	8,103 S.F.
ZONING:	GB (GENERAL BUSINESS)
PARKING PROVIDED:	12 BAYS+35 OUTSIDE+47 SPACES
PARKING RATIO:	1/200
WORK BAYS PROVIDED:	12 BAYS



SITE BENCHMARK
 1886 VICINITY MAP FOR GENERAL LOCATION
 COORDINATE VALUES, IF SHOWN, ARE US S'YPT, TXCS, 83UNIZ
 ELEVATIONS, IF SHOWN, ARE NAVD83
 ELEVATION 559.34
 BEARINGS ARE BASED ON GRID NORTH (TXCS, 83UNIZ)

811
 Know what's below.
 Call before you dig.



NOTE:
 SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

LEGEND

EXISTING	
---	PROPERTY LINE
---	RIGHT OF WAY
X'G	SANITARY SEWER
X'SS	UNDERGROUND ELECTRIC
UGT	UNDERGROUND TELEPHONE
X'W	WATER
OHT	OVERHEAD TELEPHONE
OHE	OVERHEAD ELECTRIC
⊕	FIRE HYDRANT
⊕	GRATE INLET
⊕	GAS METER
⊕	GAS LINE
⊕	UTILITY POLE ANCHOR
⊕	IRRIGATION VALVE
⊕	LANDSCAPE OR TREE LINE
⊕	LIGHT POLE
⊕	OVERHEAD UTILITY LINES
⊕	ROAD SIGN
⊕	SPOT ELEVATION
⊕	STORM MANHOLE
⊕	TELEPHONE MANHOLE
⊕	UTILITY VAULT
⊕	UTILITY POLE
⊕	UTILITY SIGN
⊕	WATER VALVE
⊕	ONE-FT CONTOUR (MAY 1988)
⊕	TREE
⊕	DIAMETER IN INCHES AT GREATEST HEIGHT

PROPOSED	
---	PROPERTY LINE/RIGHT OF WAY LINE
---	CONCRETE CURB AND GUTTER. SEE DETAIL 01A/01B.
⊕	BUILDING CONTROL POINT
⊕	PROPOSED PARKING SPACES
---	FDC
---	FIRE DEPARTMENT CONNECTION
---	LIMITS OF SIDEWALKS AND CONCRETE APRONS (PER ARCH. PLANS)

- GENERAL SITE NOTES**
- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL CURB RETURN RADI SHALL BE 2'. AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
 - UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS: ALL CURB AND GUTTER ADJACENT TO ASPHALT PAVING SHALL BE INSTALLED PER DETAIL 01A. ALL CURBING ADJACENT TO CONCRETE PAVING SHALL BE INSTALLED PER DETAIL 01B. PAVEMENT SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL 09C, 09D. ONE OVER THE ENTIRE PARKING LOT AREA AND ALL APPROACH DRIVES. ALL PARKING LOT STRIPING INCLUDING ACCESSIBLE AND VAN ACCESSIBLE SPACES SHALL BE PAINTED PER DETAIL-09L.
 - ALL PARKING LOT SIGN BASE SUPPORTS SHALL BE INSTALLED PER DETAIL 12F.
 - ALL ACCESSIBLE PARKING STALLS SHALL HAVE SIGNAGE INSTALLED PER DETAIL 09S.
 - THERE IS TO BE NO OUTSIDE VEHICLE STORAGE. ANY VEHICLES LEFT OVERNIGHT ARE TO BE PARKED INSIDE THE BUILDINGS GARAGE VEHICLE BAYS.
 - BUILDING WILL REQUIRE AN AUTOMATIC FIRE SPRINKLER SYSTEM. A FIRE HYDRANT ALONG THE REAR FIRE LANE AND A FIRE HYDRANT WITHIN 100-FEET OF THE FDC.

- SITE NOTES**
- TRASH DUMPSTER ENCLOSURE (PER ARCH PLANS)
 - 4 INCH REFLECTIVE WHITE LANE STRIPES (SEE LENGTH INDICATED AT SYMBOL)
 - PEDESTRIAN CROSSING-4 INCH WIDE PAINTED WHITE STRIPES, 2.0 FOOT O.C. @ 45 DEGREES (SEE SIZE INDICATED AT SYMBOL)
 - 4 INCH WIDE PAINTED WHITE STRIPES, 2.0 FOOT O.C. @ 45 DEGREES SEE SIZE INDICATED AT SYMBOL.
 - TAPER CURB TO MATCH EXISTING CURB
 - MONUMENT SIGN = 150 SQUARE FEET MAX (PER ARCH. PLANS)

- SITE DETAILS**
- PRECAST CONCRETE WHEEL STOP
 - CONCRETE SIDEWALK
 - WHEELCHAIR RAMP IN SIDEWALK
 - WHEELCHAIR RAMP IN SIDEWALK (TYPICAL AT EACH DRIVEWAY CURB RETURN)
 - GUARD POST
 - HEAVY DUTY CONCRETE PAVING
 - Description Not Found
 - STANDARD DUTY CONCRETE PAVING
 - ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN
 - ACCESSIBLE PARKING SYMBOL (SEE PAINT COLOR INDICATED AT SYMBOL)
 - TRAFFIC FLOW ARROW
 - STOP BAR
 - FIRE LANE MARKING
 - STOP SIGN

VARIANCE APPROVED BY CITY COUNCIL ON _____

- WAIVE THE DECELERATION LANE REQUIREMENT.
- WAIVE THE REQUIRED 250' CONTROL OF ACCESS FROM THE INTERSECTION OF SH 121 BUSINESS
- WAIVE THE REQUIRED 230' DRIVEWAY SPACING FROM AN EXISTING DRIVEWAY ON A SEPARATE LOT.
- WAIVE 5' OF THE REQUIRED 10' BUILDING SETBACK FROM THE EXISTING 20' WATER AND SANITARY SEWER EASEMENT.

OWNER / DEVELOPER

STEVE C. MEIER, AIA
 HUMMEL INVESTMENTS, LLC
 8117 PRESTON ROAD SUITE 120
 DALLAS, TEXAS 75225
 PH# (214) 416-9820 EXT. #104
 FAX# (214) 416-9824

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BRAD DOWNUM
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CARRINGTON VILLAGE ADDITION
 LOT 1, BLOCK G
 SITE AREA:
 1.212 ACRES (52,801 SF)
 ZONING:
 GB GENERAL BUSINESS

29310.0	1/25/16	ADS	BUD	TJA	TJA
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
CEI Engineering Associates, Inc.					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
3030 LBJ Freeway, Suite 100 Dallas, TX 75234			(972)488-3737 FAX (972)488-6732		

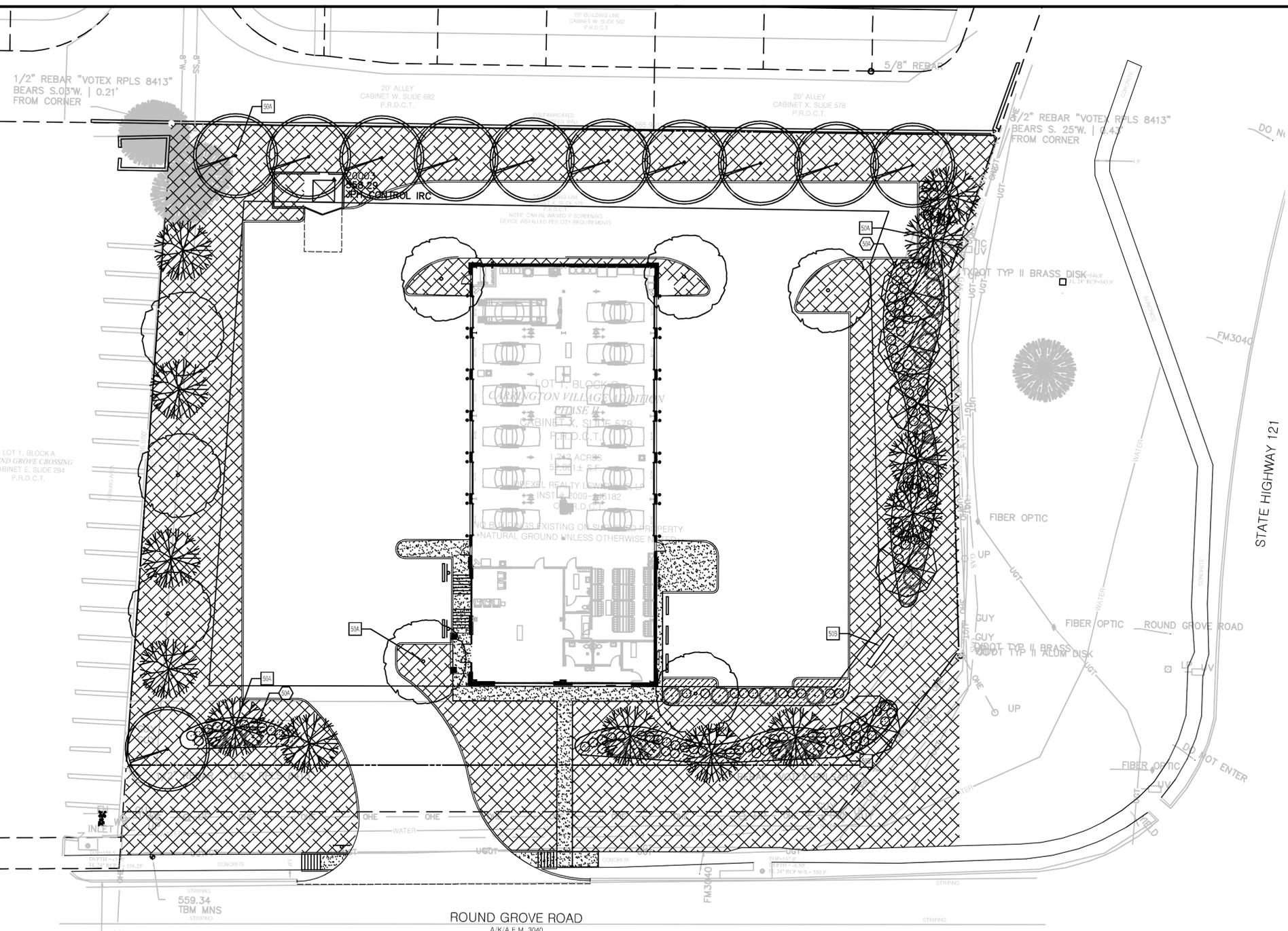
GOODYEAR

**ROUND GROVE ROAD (F.M. 3040) & STATE HWY 121
LEWISVILLE, TEXAS**

DEVELOPMENT PLAN

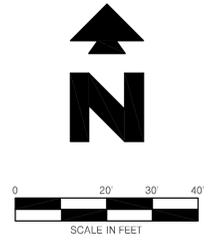
REV DATE 1/25/16 REV-1	SHEET NO. C30F10
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F-7524



NOTE: SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

SITE BENCHMARK
 (SEE VIGNETTE MAP FOR GENERAL LOCATION)
 COORDINATE VALUES, IF SHOWN, ARE U.S. S'FT. 72XCS, 83,3NCZ
 ELEVATIONS, IF SHOWN, ARE NAVD83
 ELEVATION 559.34'
 BEARINGS ARE BASED ON GRID NORTH (TXCS, 83,3NCZ)

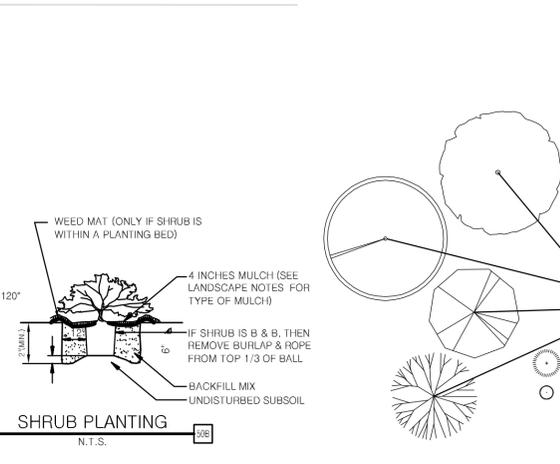
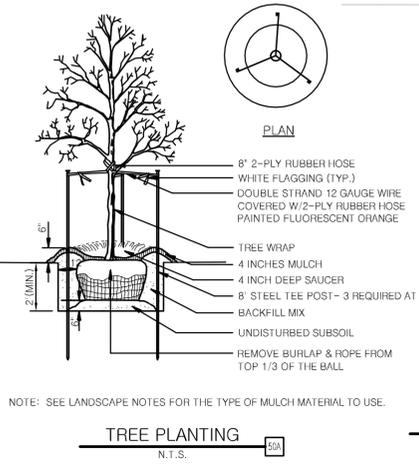


LEGEND

EXISTING		PROPOSED	
---	PROPERTY LINE	---	BERMUDA SOD
---	RIGHT OF WAY	---	4" HARDWOOD MULCH OVER LANDSCAPE FABRIC
X'G	GAS	○	TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)
X'SS	SANITARY SEWER	○	LANDSCAPE NOTES
UGT	UNDERGROUND TELEPHONE	○	LANDSCAPE DETAILS
X'W	WATER	○	50A TREE PLANTING
OHT	OVERHEAD TELEPHONE	○	50B SHRUB PLANTING
OHE	OVERHEAD ELECTRIC	○	
⊕	FIRE HYDRANT		
⊕	GRATE INLET		
⊕	GAS METER		
---	GAS LINE		
---	UTILITY POLE ANCHOR		
---	IRRIGATION VALVE		
---	LANDSCAPE OR TREE LINE		
---	WATER VALVE		
---	UTILITY SIGN		
---	UTILITY MAULT		
---	UTILITY POLE		
---	UTILITY CABINET		
---	STORM MANHOLE		
---	TELEPHONE MANHOLE		
---	UTILITY SIGN (NAVD 1988)		
---	ONE-FT CONTOUR		
---	TREE		
---	DIAMETER IN INCHES AT BREAST HEIGHT		

GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE FOR THE INSURING THAT ALL PROPOSED LANDSCAPING IS INSTALLED IN ACCORDANCE WITH PLANS, DETAILS, SPECIFICATIONS (IF APPLICABLE) AND ALL LOCAL CODES AND REQUIREMENTS.
- CONTRACTOR TO INSPECT SITE AND VERIFY CONDITIONS AND DIMENSIONING PRIOR TO PROCEEDING WITH WORK DESCRIBED HERE IN. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING ANY CONSTRUCTION.
- QUANTITIES PROVIDED IN THE PLANT LIST ARE FOR GENERAL USE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL PLANT AND LANDSCAPE MATERIAL QUANTITIES. SYMBOL COUNT ON PLAN TAKES PRECEDENCE OVER TABLE QUANTITIES.
- IMMEDIATELY AFTER AWARD OF CONTRACT, NOTIFY THE OWNER'S REPRESENTATIVE AND/OR THE LANDSCAPE ARCHITECT OF UNAVAILABILITY OF SPECIFIED PLANT MATERIAL FROM COMMERCIAL NURSERIES. THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS IF UNAVAILABILITY OCCURS. SUCH CHANGES SHALL NOT ALTER THE ORIGINAL BID PRICE UNLESS A CREDIT IS DUE TO THE OWNER.
- ALL PLANT MATERIALS TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1.
- CONTAINER GROWN STOCK SHOULD HAVE GROWN IN A CONTAINER LONG ENOUGH FOR THE ROOT SYSTEM TO HAVE DEVELOPED SUFFICIENTLY TO HOLD ITS SOIL TOGETHER.
- ANY PLANT SUBSTITUTIONS, RELOCATION, OR REQUIRED CHANGE SHALL REQUIRE THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER.
- THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REFUSE ANY MATERIAL THEY DEEM UNACCEPTABLE.
- COORDINATE WITH PROJECT REPRESENTATIVE FOR DISTURBED SITE TREATMENTS OUTSIDE LANDSCAPE IMPROVEMENTS. SEE CIVIL PLANS FOR SOIL STABILIZATION FOR EROSION CONTROL.
- CONTRACTOR TO ENSURE THAT AN AUTOMATED IRRIGATION SYSTEM THAT PROVIDES COMPLETE COVERAGE OF THE SITE IS INSTALLED PRIOR TO INSTALLING TREES/PALMS (SEE IRRIGATION PLAN SHEET IF PROVIDED). IF NO PLAN IS PROVIDED THE CONTRACTOR SHALL SUBMIT A PROPOSED DESIGN TO THE LANDSCAPE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE PROPOSED DESIGN MUST HAVE AN APPROVED BACKFLOW DEVICE AND RAIN SENSOR INSTALLED TO STOP IRRIGATION DURING RAIN EVENTS. CONTRACTOR SHALL ENSURE THAT THERE IS POSITIVE DRAINAGE AND NO PONDING OF WATER AT ROOT AREA.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY RELOCATED TREES SHALL BE MAINTAINED UNTIL SUCH POINT AS TREE IS RE-ESTABLISHED. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION AT NO COST TO THE OWNER.
- ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
- THE CONTRACTOR IS ENCOURAGED TO COMPLETE TEMPORARY OR PERMANENT SEEDING OR SODDING IN STAGES FOR SOIL STABILIZATION AS AREAS ARE COMPLETED AFTER GRADES.
- ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
- CONTRACTOR SHALL PROVIDE EXPANSION AND CONTROL JOINTS ON ALL LANDSCAPE SPECIFIC CONCRETE PROJECTS (SEE HARDSCAPE PLAN FOR DETAILS).



PLANT LIST

QTY	COMMON NAME/ BOTANICAL NAME	ROOT	SIZE	REMARKS
8	CEDAR ELM <i>Ulmus crassifolia</i>	B&R	2.5" CAL	
11	LIVE OAK <i>Quercus virginiana</i>	B&B	2.5" CAL	
5	DESERT WILLOW <i>Chilopsis linearis</i>	B&B	2.5" CAL	
13	CHINESE PISTACHE <i>Pistacia chinensis</i>	B&R	2.5" CAL	
25	SILVERBERRY <i>Elaeagnus macrocarpa</i>	CONT.	5 CAL	
152	DWARF BURFORD HOLLY <i>Ilex cornuta 'Burfordiana'</i>	CONT.	5 GAL	18"-24" HEIGHT - PLANT 3" O.C.

CITY LANDSCAPE REQUIREMENTS

REQUIREMENT	REQUIRED	PROVIDED
TO LANDSCAPE STRIP WITH ONE SHADE TREE (2.5" CALIPER MINIMUM) SHALL BE PROVIDED PER EVERY 500 SQUARE FEET, OR ANY PORTION THEREOF, OF LANDSCAPED STRIP	4250 SF / 500 = 8.5 TREES	15 TREES
LANDSCAPE STRIP ALONG A STREET RIGHT-OF-WAY, EVERGREEN SHRUBS MUST BE PROVIDED FOR SCREENING.	SCREENING ALONG ROUND GROVE ROAD AND STATE HIGHWAY 121	66 SHRUBS PROVIDED
TREES MUST BE PROVIDED IN EACH PARKING LOT SPACED AT A RATIO OF ONE SHADE TREE (2.5" INCH CALIPER MINIMUM) FOR EACH 15 PARKING SPACES PROVIDED, OR ANY FRACTION THEREOF.	41 SPACED / 15 = 2.7 TREES	5 TREES
INTERIOR PARKING LOT LANDSCAPING TOTAL PARKING AREA 6-24,999 SF REQUIRED LANDSCAPING 5%	24,996 SF OF PARKING = 1,249 SF REQUIRED	2,199 SF (8.8%) OF INTERIOR LANDSCAPING PROVIDED
TOTAL NUMBER OF TREES ONSITE	12 TREES REQUIRED TOTAL	37 TREES PROVIDED

CARRINGTON VILLAGE ADDITION
 LOT 1, BLOCK G
 SITE AREA:
 1.212 ACRES (52,801 SF)
 ZONING:
 GB GENERAL BUSINESS

PRELIMINARY
 NOT FOR
 CONSTRUCTION

F-7524

29310.0
 CEI PROJECT NO.

1/22/16
 INITIAL DATE

ADS
 DPOR

BUD
 PM

MMP
 DES

MMP
 DRW

CEI Engineering Associates, Inc.
 ENGINEERS • PLANNERS • SURVEYORS
 LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3030 LBJ Freeway, Suite 100
 Dallas, TX 75234

(972)488-3737
 FAX (972)488-6732

GOODYEAR

ROUND GROVE ROAD (F.M. 3040) & STATE HWY 121
 LEWISVILLE, TEXAS

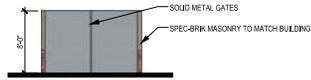
LANDSCAPE PLAN

REV DATE 1/22/16
 REV-1

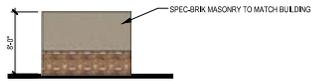
SHEET NO. L1

PRELIMINARY

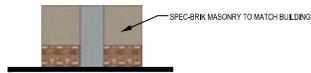
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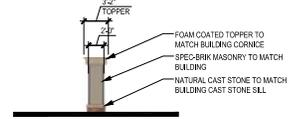
05 DUMPSTER ENCLOSURE
1/8"=1'-0"



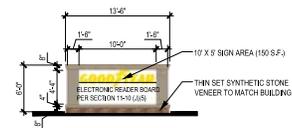
06 DUMPSTER ENCLOSURE
1/8"=1'-0"



07 DUMPSTER ENCLOSURE
1/8"=1'-0"



08 MONUMENT SIGN
1/8"=1'-0"



09 MONUMENT SIGN
1/8"=1'-0"



01 EAST ELEVATION
1/8"=1'-0"



02 WEST ELEVATION
1/8"=1'-0"



04 NORTH ELEVATION
1/8"=1'-0"



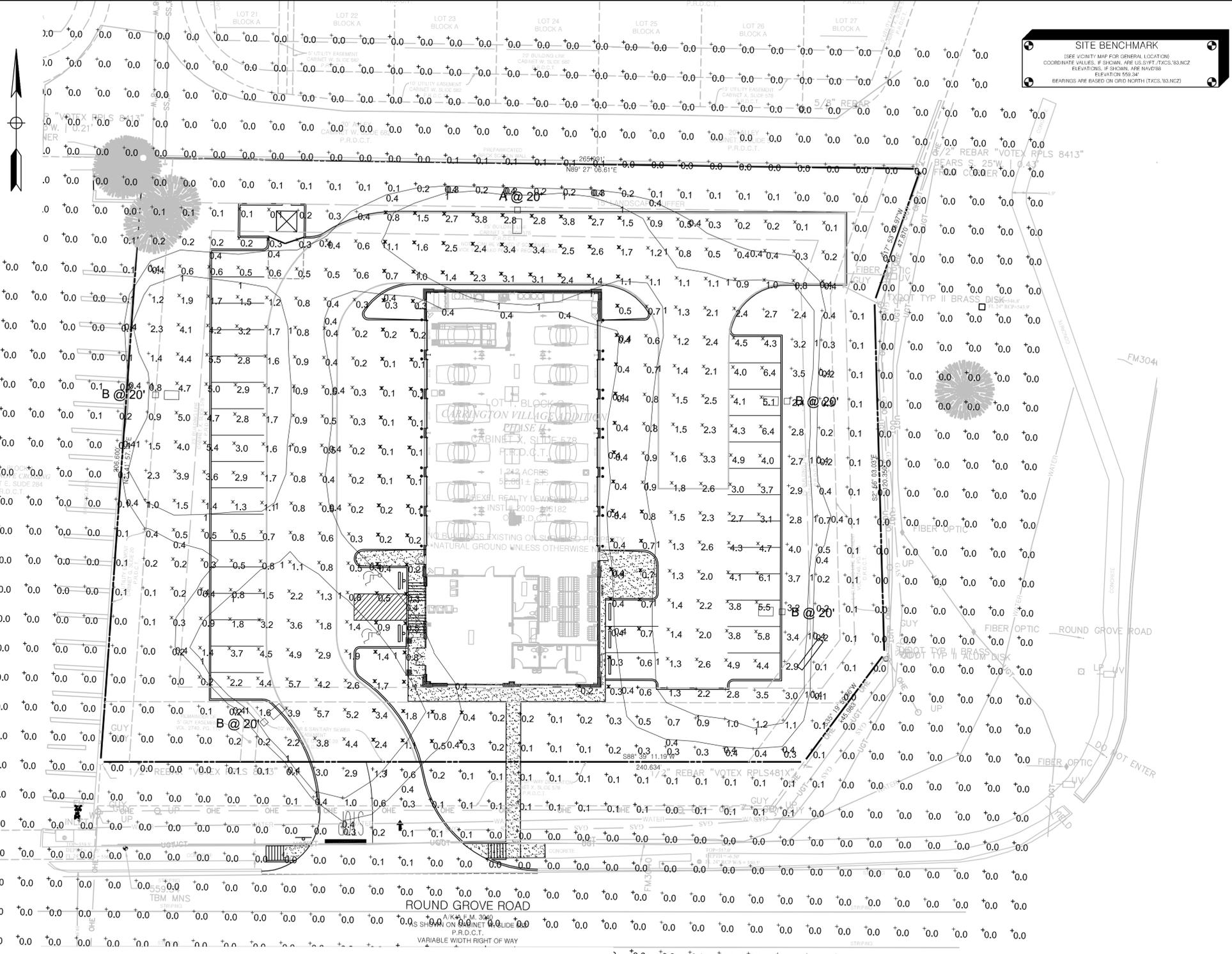
03 SOUTH ELEVATION
1/8"=1'-0"

NOTE:
THIS PROJECT IS ON A GATEWAY AND NO WALL ELEVATION CAN BE LESS THAN 80% BRICK VENEER



STATE HWY. 121 & ROUND GROVE RD.
COLORED ELEVATIONS
LEWISVILLE, TX - 28 JAN. 2016





LEGEND

EXISTING

---	PROPERTY LINE	⊗	FIRE HYDRANT	⊙	STORM MANHOLE
- - -	RIGHT OF WAY	⊠	GRATE INLET	⊕	TELEPHONE MANHOLE
- - -	GAS	⊞	GAS METER	⊖	UTILITY CABINET
- - -	SANITARY SEWER	⊟	UTILITY POLE ANCHOR	⊗	UTILITY VAULT
- - -	UNDERGROUND ELECTRIC	⊠	IRRIGATION VALVE	⊕	UTILITY POLE
- - -	UNDERGROUND TELEPHONE	⊟	LANDSCAPE OR TREE LINE	⊗	UTILITY SIGN
- - -	WATER	⊟	LANDSCAPE OR TREE LINE (MAYD 1988)	⊗	WATER VALVE
- - -	OVERHEAD TELEPHONE	⊟	OVERHEAD UTILITY LINES	⊗	ONE-FT CONTOUR
- - -	OVERHEAD ELECTRIC	⊟	ROAD SIGN	⊗	(MAYD 1988)
		⊟	36" SPOT ELEVATION	⊗	TREE
		⊟		⊗	DIAMETER IN INCHES AT BREAST HEIGHT

Luminaire Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
⊞	A	1	CREE INC.	ARE-EDG-2MB-xx-06-E-UL-xx-700-40K-xxxx (BXALXG08E-UD7)	Cree Edge Area, Type II Medium w- BLS, 90 LEDs, 700mA, 4000K	Sixty White LEDs, Vertical Base-Up Position	1	ARE-EDG-2MB-xx-06-E-UL-700-40K-ies	7953.106	1	133.6
⊟	B	4	CREE INC.	ARE-EDG-4MB-DA-12-E-UL-XX-525-40K (BXALH12EUC7)	Cree Edge Area, Type IV Medium w-Full BLS, 120 LEDs, 525mA, 4000K	One Hundred Twenty White LEDs, Vertical Base-Up Position	1	ARE-EDG-4MB-xx-12-E-UL-525-40K-ies	13154.62	1	198.4

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Calc Zone #1	+	0.5 fc	6.4 fc	0.0 fc	N/A	N/A	0.1:1
Stat Zone #1	⊗	1.7 fc	6.4 fc	0.1 fc	64.0:1	17.0:1	0.3:1

OWNER / DEVELOPER

STEVE C. MEIER, AIA
 HUMMEL INVESTMENTS, LLC
 8117 PRESTON ROAD SUITE 120
 DALLAS, TEXAS 75225
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CEI CONTACT

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CARRINGTON VILLAGE ADDITION
 LOT 1, BLOCK G
 SITE AREA:
 1.212 ACRES (52,801 SF)
 ZONING:
 GB GENERAL BUSINESS

29310.0	1/21/16	ADS	BUD	TJA	TJA
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Bob Monaghan, Parks and Leisure Services Director

DATE: February 4, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Adopting Camp Standards of Care in Compliance With Texas Administrative Code 745.115(3) Municipal for Recreational Camp Programs.**

BACKGROUND

The Parks & Leisure Services Department conducts ten - one week Summer Fun Camps and a one week holiday camp during Spring Break for ages 7 to 11. In addition, an Xtreme Response Camp is also offered during the summer for ages 12 to 15. A Spring Break Eco Adventure Camp for ages 9 to 12 is offered at the LLELA Nature Preserve as well four – one week summer camps for ages 7 to 12.

ANALYSIS

Department of Family and Protective Services (DFPS) regulates various child day-care operations including listed family homes, registered child-care homes, licensed child-care homes, child-care centers, employer based child care, shelter care, before or after school programs and school- age programs. A review of each of these categories of day-care facilities shows that these facilities are either on-going through the school year, are designed to provide daily on-going child-care or exist for more than a three week period. Camps operated by a municipality and other designated entities are exempt from these standards and regulations that are directed towards facilities that operate on a daily on-going basis. The proposed standards of care provide all the necessary controls and rules that the state deems necessary for a program of a very limited duration such as a camp.

Under the Texas Human Resources Code 42.041 (b)(14) and DFPS Rules, 40 TAC 745.115(3), the exemption is provided for certain municipal recreation programs for youth ages 5 to 13 when the following criteria are met:

- Governing body of the municipality annually adopts standards of care by ordinance after a public hearing;
- Ordinance includes at a minimum: staffing ratios; staff qualifications; facility, health and safety standards; and mechanisms for monitoring and enforcing the adopted local standards;
- Standards of care are provided to the parents of each program participant;
- The program cannot be advertised as a child-care facility; and
- Parents must be informed that the program is not licensed with the State of Texas as a child-care operation.

Subject: Camp Standards of Care
February 4, 2016
Page 2 of 2

The Texas Administrative Code requires the Council's adoption of the standards of care ordinance each year. The proposed standards of care are the same as approved by Council the last three years and submitted to the DFPS.

RECOMMENDATION

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

Effective Date: _____
Dept. Approval: _____
CM Approval: _____

**CITY OF LEWISVILLE
DEPARTMENTAL REGULATIONS**

DEPARTMENT: PARKS AND LEISURE SERVICES
TOPIC: YOUTH RECREATIONAL PROGRAMS – STANDARDS OF
CARE
REFERENCE: PL1

I. GENERAL ISSUES

- A. The Standards of Care are intended to be minimum standards by which the City of Lewisville Department of Parks and Leisure Services will operate the city’s youth camp programs. The programs operated by the City of Lewisville are recreational in nature and are not licensed by the State of Texas nor operated as day care programs.
- B. Definitions
1. City – City of Lewisville, Texas
 2. City Council – City Council of the City of Lewisville
 3. Department – Department of Parks and Leisure Services
 4. Youth camp program – City of Lewisville youth program consisting of Holiday Camps, Summer Fun Camp, Teens On The Move Camp, Xtreme Response Camp, LLELA Nature Preserve Camps and any future camps that may be added.
 5. Program Manual – Notebook of policies, procedures, required forms, and organizational and programming information relevant to the City of Lewisville youth camp programs.
 6. Director – City of Lewisville Parks and Leisure Services Department full-time Director or his or her designee.

7. Director Designee or Manager – City of Lewisville Parks and Leisure Services full-time Division Manager who has been assigned administrative responsibility for programming.
8. Recreation Center Supervisor or Supervisor – City of Lewisville Parks and Leisure Services full-time supervisor who has been assigned administrative responsibility for recreational program site.
9. Recreation Specialist or Specialist – City of Lewisville Parks and Leisure Services full-time employee who has been assigned responsibility to implement the youth camp program.
10. Program Site – Area or facilities where City of Lewisville youth camp programs are based.
11. Parent(s) – One or both parents or adults who have legal custody and authority to enroll their child(ren) in City of Lewisville youth camps.
12. Participant – A youth whose parent(s) have completed all required registration procedures and determined eligible for a City of Lewisville camp program.
13. Day Camp Attendant(s) or Attendant(s) – Person or people who have been hired to work for the City of Lewisville on a temporary (seasonal) basis and have been assigned responsibility for administering or implementing some portion of the camp program.

C. General Administration

1. Implementation of the youth camps programs Standard of Care is the responsibility of the Parks and Leisure Services Department Director and departmental employees.
2. Each youth camp program site will have available a current copy of the Standards of Care for public and staff.
3. Parents of participants will be provided a current copy of the Standards of Care during the registration process.
4. Criminal background checks will be conducted on prospective program staff. If results of a criminal background check indicate that an applicant

has been convicted of any of the following offenses, he will not be considered for employment:

- a. A felony or a misdemeanor classified as an offense against a person or family.
- b. A felony of misdemeanor classified as public indecency.
- c. Any offense involving moral turpitude.
- d. Any offense that would potentially put the City of Lewisville at risk.

D. Inspections/Monitoring/Inspection

1. An inspection report will be initiated by the Specialist at the conclusion of each program to confirm the Standards of Care are being adhered to.
 - a. Inspection reports will be sent to the Supervisor and Manager for review and kept on record for at least two years.
 - b. The Supervisor and Manager will review the report and establish guidelines and criteria for compliance.
2. The Supervisor will make visual inspections of the programs based on the following schedule:
 - a. Holiday Camps will be inspected once during their holiday schedule.
 - b. Summer Fun Camp will be inspected once per week during the summer season.
 - c. Teens On The Move Camp will be inspected once per week during the summer session.
 - d. Xtreme Response Camp will be inspected once during its week-long schedule.
 - e. All other camps will be inspected weekly.

3. Complaints regarding enforcement of the Standards of Care will be directed to the Supervisor. The Supervisor will be responsible to take necessary steps to resolve any problems. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Supervisor. Serious complaints regarding enforcement of the Standards of Care will be addressed by the Manager and the complaint and resolution will be noted and reported to the Director.

E. Enrollment

Before a child can be enrolled, a parent must sign registration forms that contain:

1. Child's Name, home address and home telephone number while enrolled in camp.
2. Name and address of parents and telephone number during program hours.
3. Names and telephone numbers of people to whom the child can be released.
4. A statement of the child's special needs or problems, if any.
5. Emergency medical authorization.
6. Proof of residency, when appropriate.
7. Liability waiver.

F. Suspected Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code.

G. Staffing – Responsibilities and Training

1. Recreation Specialist
 - a. Recreation Specialist Qualifications

- (1) Specialist will be full-time employee of the City of Lewisville Parks and Leisure Services Department and will be required to have all Day Camp Attendants qualifications as outlined in Section I.G.2.a and responsibilities as outlined in Section I.G.2.b of the document.
- (2) Specialist must be at least 21 years of age.
- (3) Specialist must have a Bachelor's Degree from an accredited college or university. Acceptable degrees include:
 - (a) Recreation Administration or Leisure Studies
 - (b) Physical Education or Kinesiology
 - (c) Comparable degree plan that would lend itself to working in a public environment
- (4) Specialist must have two years experience planning and implementing recreational activities.
- (5) Specialist must pass a background investigation including testing for illegal substances.
- (6) Specialist must have successfully completed a course in first aid, Child/Adult Cardio Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) based on either American Heart Association or American Red Cross standards. All certifications must be current during the camp operation.

b. Recreation Specialist's Responsibilities

- (1) Specialist is responsible to administer the Program's daily operations in compliance with the adopted Standards of Care.
- (2) Specialist is responsible to recommend, hire, supervise and evaluate Attendants.

- (3) Specialist is responsible to plan, implement and evaluate programs.

2. Day Camp Attendant

a. Day Camp Attendant Qualifications

- (1) Attendants will be part-time or temporary employees of the Parks and Leisure Services Department.
- (2) Attendants shall be age 18 or older; however, each site will have at least one employee 20 years or older present at all times.
- (3) Attendants shall be able to consistently exhibit competency, good judgment and self-control when working with children.
- (4) Attendants shall have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete required first aid and CPR/AED courses within four weeks of starting work.
- (5) Leaders shall pass a background investigation including testing for illegal substances.

b. Day Camp Attendants Responsibilities

- (1) Attendants will be responsible to provide participants with an environment in which they can feel safe, can participate in appropriate social opportunities with their peers and can enjoy wholesome recreation activities.
- (2) Attendants will be responsible to know and follow standards, policies and procedures that apply to City of Lewisville programs.

- (3) Attendants must ensure that participants are released only to a parent or adult designated by the parent. All program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Specialist or Attendants.

3. Training and Orientation

- a. The Department is responsible for providing training and orientation to program employees in working with children and for specific job responsibilities.
- b. Specialists will provide each attendant with a Program Manual specific to each camp program.
- c. Program employees must be familiar with the Standards of Care for camp programs as adopted by the City Council.
- d. Program employees must be familiar with the program policies including discipline, guidance and release of participants as outlined in the Program Manual.
- e. Program employees will be trained in appropriate procedures to handle emergencies.
- f. Program employees will be trained in areas including City, Departmental and program policies, procedures, provision of activities, safety issues and organization.
- g. Program employees will be required to sign an acknowledgment that they have received the required training and manuals.

H. Operations

1. Staff – Participant Ratio

- a. The standard ratio of participants to Attendants will be 10 to 1. In the event an attendant is unable to report, a replacement may be assigned.
- b. Each participant shall have a Program employee who is responsible for him or her and who is aware of the participant's habits, interests and special problems as identified by the participant's parent(s) during the registration process.

2. Discipline

- a. Program employees will implement discipline and guidance in a consistent manner based on the best interests of program participants.
- b. There must be no cruel or harsh punishment or treatment.
- c. Program employees may use brief, supervised separation from the group, if necessary.
- d. As necessary, Program employees will initiate discipline reports to the participant's parent(s).
- e. Parents will be asked to sign discipline reports to indicate they have been advised regarding specific problems or incidents.
- f. A sufficient number or severe nature of discipline reports may result in participant being suspended from the program.
- g. In instances where there is danger to other participants or staff, offending participants will be removed from the Program site as soon as possible.

3. Programming

- a. Program employees will attempt to provide activities for each group according to participant's age, interests and abilities. The activities must be appropriate to participant's health, safety and well-being. The activities must be flexible and promote the participant's emotional, social and mental growth.

- b. Program employees will attempt to provide indoor and outdoor times including:
 - (1) Alternation of passive and active activities;
 - (2) Opportunity for individual and group activities; and
 - (3) Outdoor time each day, weather permitting.

- c. Program employees will be attentive and considerate of the participant's safety on field trips and during any transportation provided by the program.
 - (1) During trips, employees must have access to emergency medical forms and emergency contact information for each participant.
 - (2) Program employees must have a written list of the participants in the group and check roll frequently.
 - (3) Program employees must have first aid supplies and a guide to first aid and emergency care available.

4. Communication

- a. Program employees will have access to a telephone for use in contacting the program site or making emergency calls at all times.

- b. The Specialist will make available the following telephone numbers to all employees at each site:
 - (1) Emergency services
 - (2) City of Lewisville Fire and Police Department Dispatch Center
 - (3) Department of Parks & Leisure Services Administrative Office

(4) Where parent(s) may be reached

(5) Field trip destinations

5. Transportation

- a. Before a participant may be transported to and from City sponsored activities, a transportation permission form, completed by the parent, must be filed with the Specialist.
- b. First aid supplies and a first aid care guide will be available in all vehicles transporting participants.
- c. All vehicles used for transportation of participants must have available a 6-BC portable fire extinguisher which will be accessible to all adult occupants.

I. Facility Standards

1. Safety

- a. Program employees will inspect program sites daily to detect sanitation and safety concerns that might affect the health and safety of participants. Daily inspection reports will be completed by the program employees and kept on file with the Specialist.
- b. Buildings, grounds and equipment on the program site will be inspected, cleaned, repaired and maintained to protect the health of participants.
- c. Program equipment and supplies must be safe for participant's use.
- d. Program employees must have first aid supplies readily available to staff in a designated area. First aid supplies must be readily available at each site, during transportation to an off-site location and for the duration of any off-site activity.
- e. Air conditioners, electric fans and heaters must be mounted out of participant's reach or have safeguards that keep participants from being injured.

2. Health

a. Illness or Injury

- (1) A participant who is considered to be a health or safety concern to participants or employees will not be admitted to the camp program.
- (2) Illnesses and injuries will be handled in a manner to protect health of all participants and employees.
- (3) Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.
- (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant with a communicable disease.

b. Employees will administer medication only if:

- (1) Parents complete and sign a form that provides authorization for staff to dispense medication with details as to time and dosage. The form will include a hold harmless clause to protect the City.
- (2) Prescription medications are in the original containers labeled with the participant's name, date, directions and physician's name.
- (3) Employee will administer medication as stated on the label and will not administer medication after the expired date.
- (4) Nonprescription medications are labeled with the participant's name and the date the medication was brought to the program. Nonprescription medication must be in the original container. Employees will administer medication only according to label direction.

- (5) Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of the employees.
- (6) Program employees must ensure medications are inaccessible to participants. If it is necessary to keep medication in the refrigerator, medications will be kept separate from food.

c. Toilet Facilities

- (1) The Program site will have inside toilets located and equipped so participants can use them independently and staff can supervise, if needed.
- (2) There must be one flush toilet for every 30 participants. Urinals may be counted in the ratio of toilets to participants, but must not exceed 50% of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.
- (4) The LLELA Nature Preserve Camps will have portable toilets that are serviced several times a week. A minimum of two portable toilets will be provided for every 15 participants. Hand sanitizer will be provided at all times.

d. Sanitation

- (1) Program facilities must have adequate light, ventilation and heat.
- (2) The Program must have an adequate supply of water meeting the standards of Texas Department of Health for drinking water and ensure that it will be supplied in a safe and sanitary manner.

- (3) Employees must see that garbage is removed from buildings daily.

II. GENERAL PROVISIONS

The City of Lewisville reserves the right to change, modify, amend, revoke or rescind all or part of this regulation in the future. This regulation may only be revised at the same time that a revision is made to the Lewisville Code of Ordinances, Chapter 10, Parks and Leisure Services, Article VII, Standards of Care.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING CHAPTER 10, PARKS AND LEISURE SERVICES, OF THE LEWISVILLE CITY CODE BY CREATING ARTICLE VII, "STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS"; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lewisville is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter; and,

WHEREAS, the City of Lewisville possesses all the rights, powers, and authorities possessed by all home rule municipalities to regulate the fees for services provided; and,

WHEREAS, the City of Lewisville operates a recreation program for elementary age children as a service to residents of the City of Lewisville and surrounding communities; and,

WHEREAS, the State of Texas has adopted licensing requirement and regulations under Chapter 42 of the Texas Human Resources Code for facilities providing care to children, which all facilities must comply with unless an exemption under Section 42.041(b) applies; and,

WHEREAS, Section 42.041(b)(14) of the Texas Human Resources Code provides an exemption from the requirements of Chapter 42 to a municipality operating a recreation program for elementary age children (5-13 years); and,

WHEREAS, in order to qualify for the exemption, the City of Lewisville must establish standards of care through the adoption of an ordinance setting forth the standards of care for the City of Lewisville youth recreation programs; and,

WHEREAS, the City of Lewisville must hold a public hearing on the standards of care ordinance prior to its adoption; and,

WHEREAS, the City of Lewisville standards of care for the youth recreation programs must be adopted annually by the City of Lewisville City Council in order to maintain the exemption; and,

WHEREAS, once an exempt status is established, the Texas Department of Human Services (“TDHS”), or the designated division, will not monitor the youth recreation programs. The TDHS will not be responsible for investigating complaints regarding the City of Lewisville’s youth recreation programs and any complaints shall be made to the Parks and Leisure Services Department.

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

SECTION 1. INCORPORATION OF PREMISES. All the above premises are found to be true and correct legislative findings and are incorporated herein for all purposes.

SECTION 2. AUTHORITY. The City of Lewisville City Council adopts local standards of care for the Parks and Recreation Division (“Division”) youth recreational programs in compliance with the requirements of Texas Human Resources Code Section 42.041(b)(14) and pursuant to its home rule authority.

SECTION 3. ADOPTION. The local standards of care (“Standards of Care”), as set forth in Exhibit “A” which is attached hereto and incorporated by reference herein for all purposes as if written word for word herein, are hereby adopted by the City of Lewisville City

Council as the Standards of Care for the Parks and Leisure Services Department of the City of Lewisville.

SECTION 4. PROGRAM ADMINISTRATION.

- (A) The Department shall operate all youth recreational programs (“Youth Programs”) in compliance with the Standards of Care.
- (B) The Department director, or designee (collectively or singly referred to herein as “Director”), shall administer the Youth Programs and ensure compliance with the Standards of Care.

SECTION 5. PROGRAM RULES; MONITORING.

- (A) The Director may adopt rules relating to the operation of the Youth Programs. A rule adopted by the Director may be more restrictive than the minimum standards adopted under the Standards of Care, after notice is provided to Youth Programs participants.
- (B) The Director shall monitor the Youth Programs to ensure compliance with the Standards of Care.
- (C) The Texas Department of Human Services will not regulate the Youth Programs nor be involved in any complaint investigation related to the Youth Programs.

SECTION 6. DISTRIBUTION OF STANDARDS.

- (A) The Department shall post and make available copies of the Standards of Care in this ordinance or by rules adopted under this ordinance.

(B) The Department shall inform parents or guardians of each participant that the Youth Programs are not licensed by the state. The Youth Programs may not be advertised as child-care facilities.

SECTION 8. REQUEST FOR EXEMPTION. The Mayor is authorized to take all necessary actions to request and receive an exemption from the Texas Department of Human Services for the Youth Programs.

SECTION 9. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION 10. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION 11. EFFECTIVE DATE. This ordinance shall become effective immediately upon its passage and publication as required by law.

SECTION 12. EMERGENCY. It being for the public welfare that this ordinance be passed creates an emergency and public necessity, and the rule requiring this ordinance be read on three separate occasions be, and the same is hereby waived, and this ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _ TO _, ON THIS THE 15th DAY OF FEBRUARY, 2016.

ORDINANCE NO. _____

Page 5

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: February 15, 2016

SUBJECT: **Approval of an Economic Development Agreement by and Between the City of Lewisville and Coyote Theaters LLC; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

Coyote Theater LLC will be constructing a drive-in theater facility to be located at the southeast corner of Midway Road and Holford's Prairie Road. The facility will include six outdoor screens that will be centered on a 10,000 square foot climate-controlled cantina with a shaded outdoor pavilion and a 14,000 square foot mini-golf area along with a kids play area.

As part of the agreement, Coyote will allow the City to use its property for parking purposes for certain City events. They will also promote City events by projecting city-provided advertisements on all theater screens before each movie. In addition, Coyote will sponsor an annual hoteliers meeting or a City event at the facility at a cost not to exceed \$1,000 annually.

Coyote is projected to invest \$8 million in the project, which includes an already purchased 35 acres of land and will include improvements on the property. The project will create 80 permanent jobs.

ANALYSIS

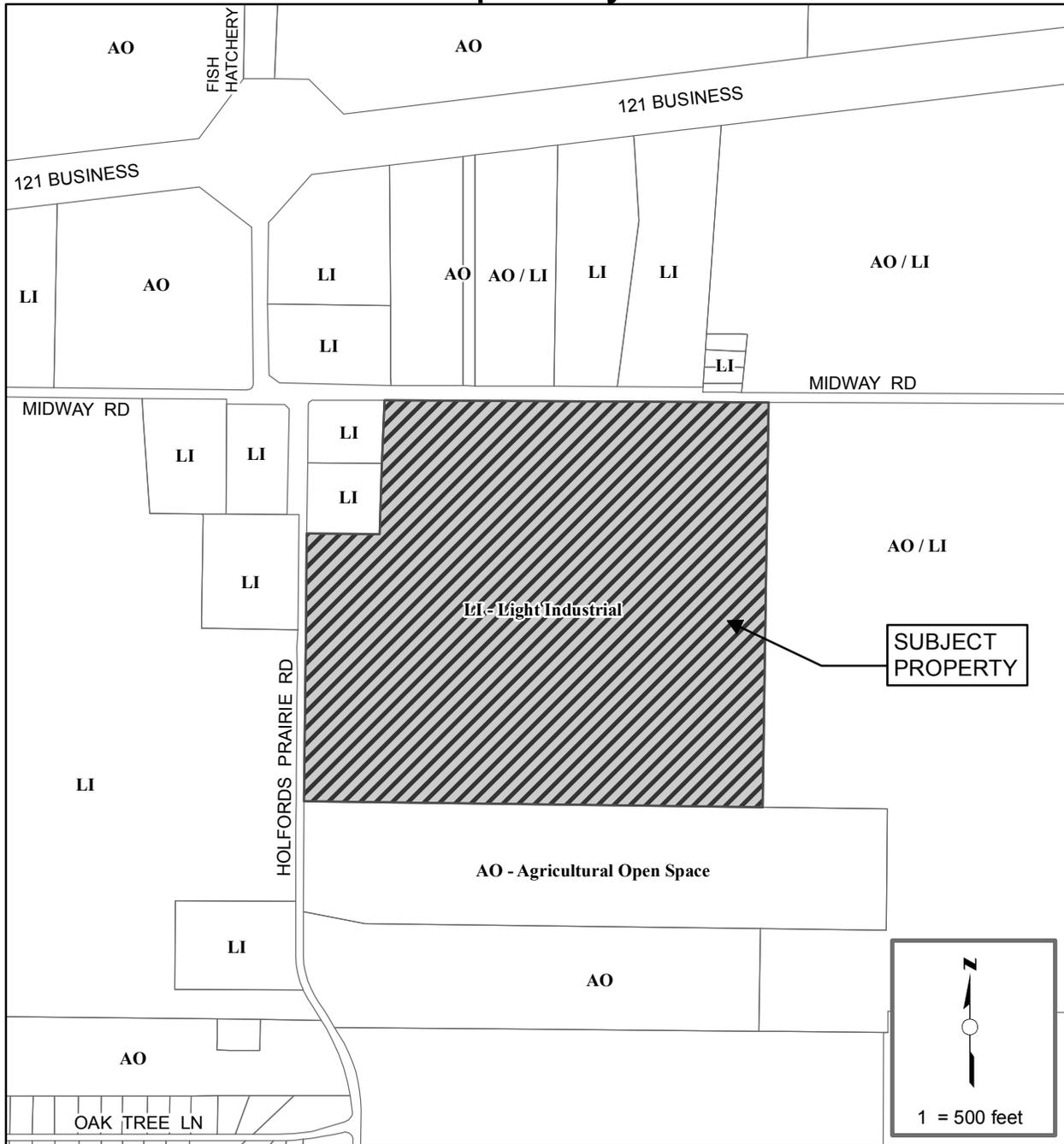
The agreement calls for the City to provide a Start-Up Grant not to exceed \$306,500 which includes the following:

- Waiver of the roadway escrow fee for Midway Road estimated at \$247,000
- A grant equal to the amount of fees paid for water and sanitary sewer impact fees estimated at \$43,054
- A reimbursement grant for all other applicable fees paid to the City up to the total amount of \$306,500 when all grants are added together.

RECOMMENDATION

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

Location Map - Coyote Theater



CASE NO. SUP-2015-08-08

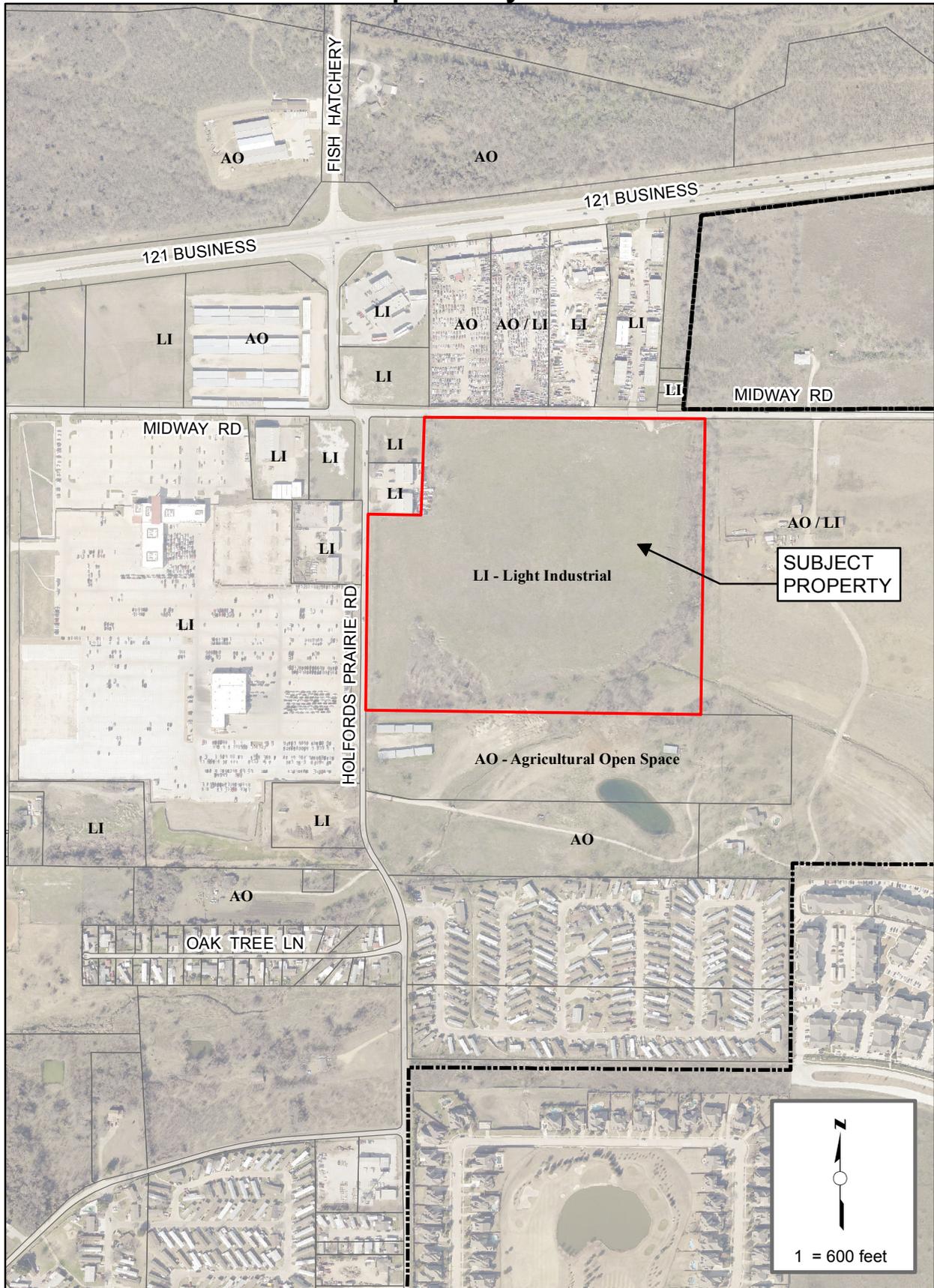
OWNER: COYOTE THEATERS, LLC

PROPERTY LOCATION: SOUTHEAST CORNER OF MIDWAY ROAD AND HOLFORD'S PRAIRIE ROAD (34.529 ACRES)

CURRENT ZONING: LIGHT INDUSTRIAL (LI)

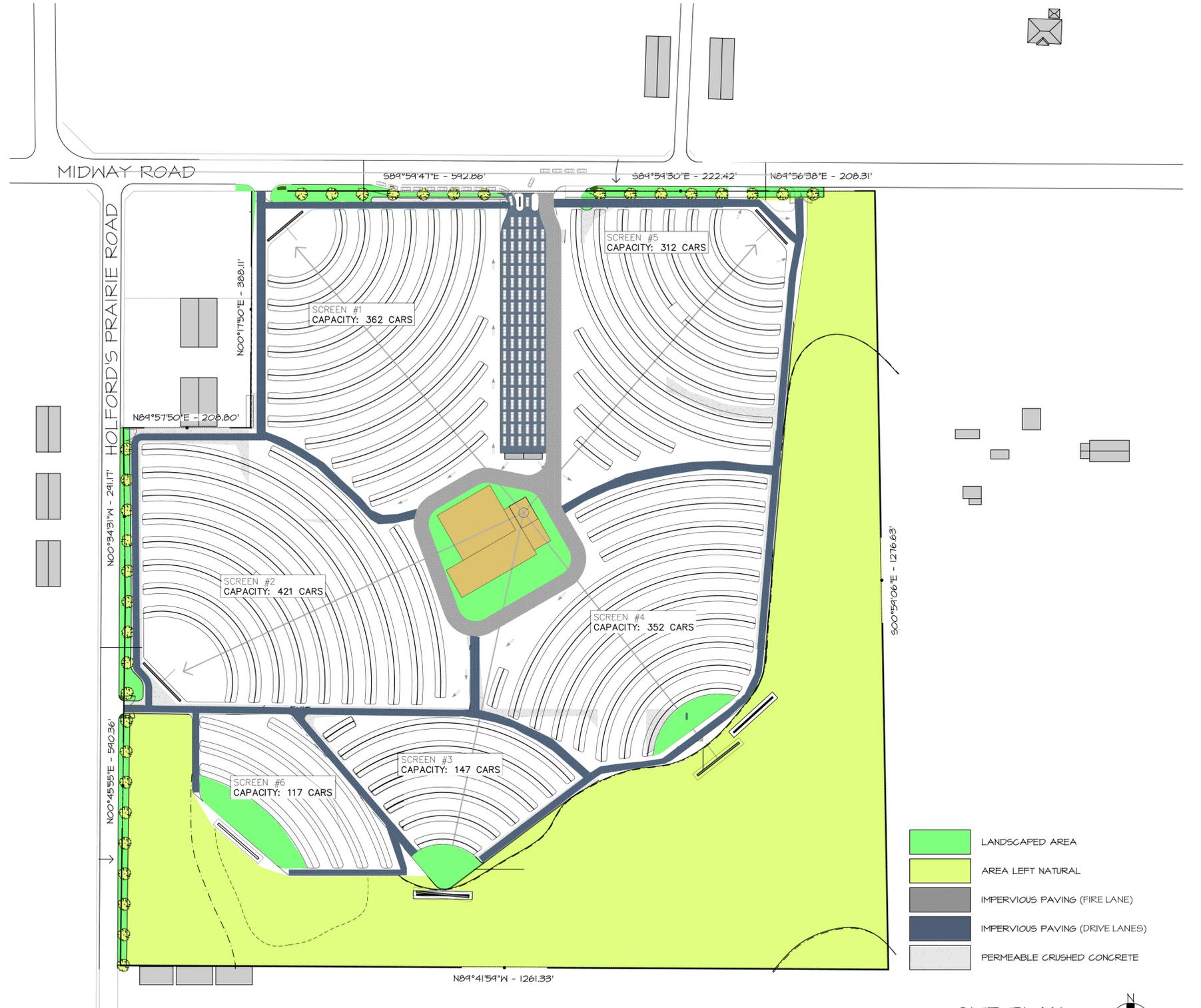
REQUESTED USE: AMENDED SPECIAL USE PERMIT (SUP) FOR A DRIVE-IN MOVIE THEATER

Aerial Map - Coyote Theater





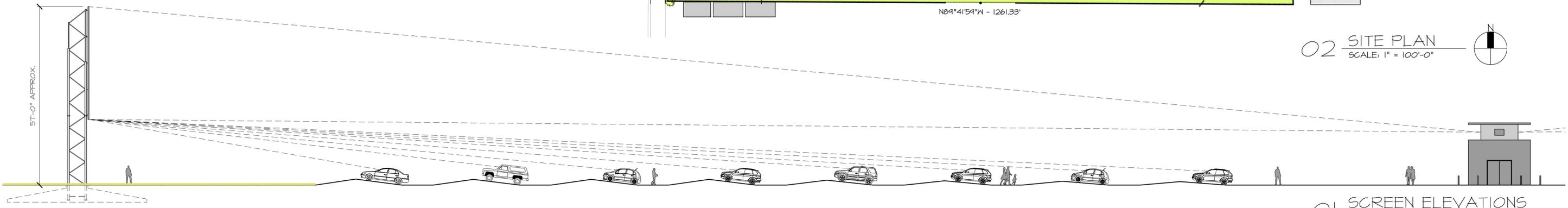
03 AREA PLAN
SCALE: N.T.S.



02 SITE PLAN
SCALE: 1" = 100'-0"



- LANDSCAPED AREA
- AREA LEFT NATURAL
- IMPERVIOUS PAVING (FIRE LANE)
- IMPERVIOUS PAVING (DRIVE LANES)
- PERMEABLE CRUSHED CONCRETE



01 SCREEN ELEVATIONS
SCALE: 1/16" = 1'-0"



COYOTE DRIVE-IN THEATER
LEWISVILLE, TEXAS

BECK ARCHITECTURE, LLC.
1807 ROSS AVENUE, SUITE 500
DALLAS, TEXAS 75201

07.13.2015

A01

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, (hereinafter called “City”), and Coyote Theaters, LLC (hereinafter called “the Developer”), and both entities collectively referred to as Parties in this Agreement (“Parties”).

WITNESSETH:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted an Economic Incentive Policy for making economic development incentives and grants on August 16, 2010 (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 the Statute; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment 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; and

WHEREAS, on the _____ day of _____ 2016, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to Chapter 380 of the Texas Local Government Code (“CHAPTER 380”);

WHEREAS, the Developer currently owns property at the southeast corner of Midway Road and Holford’s Prairie Road (“Property” or “Premises”) (more fully described in Attachment “A”, attached hereto and made a part hereof) that is the subject of this Agreement;

WHEREAS, the Developer has made an investment by purchasing the property and intends to invest additional amount in property improvements for a total of \$9,759,000 and will create 80 permanent jobs;

WHEREAS, the Parties desire to enter into this Agreement pursuant to Chapter 380;

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Developer to develop the Property;

WHEREAS, the Developer agrees to develop the Property in a manner consistent with an approved development plan as described in Attachment “B”, attached hereto and made a part hereof, or as amended in accordance with all provisions of the City;

WHEREAS, the City finds that the administration of an economic development agreement to provide incentives to the Developer, in return for developing the Property would promote local

economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose, and;

WHEREAS, the City has determined that this Agreement contains 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.

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

ARTICLE I TERM

1.1 This Agreement shall be effective on the date that this Agreement is executed by the Parties (“Effective Date”) and shall continue for 10 years as provided herein unless sooner terminated in accordance with this Agreement. This Agreement terminates on December 30, 2026, unless renewed in writing by both Parties.

ARTICLE II DEFINITIONS

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

“**Agreement**” has the meaning set forth in the introductory paragraph of this Agreement.

“**City**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Developer**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Effective Date**” means the date established in Article I of this Agreement.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of Developer, including without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of Developer), fire, explosion or flood, and strikes.

“**Start-Up Grant**” shall mean an economic development grant as defined in Article IV.

“**Property Improvement(s)**” shall mean all improvements fully described in Attachment “B”.

“**Property**” or “**Premises**” shall mean that property as described in Attachment “A” and described by metes and bounds, lot and block or abstract and survey attached thereto, and made a part thereof, and the Property Improvements located or to be located thereon.

“**Substantial Completion**” means the date the City issues a certificate of occupancy for the Property Improvements.

ARTICLE III GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, the Developer shall commence construction of the Property Improvements on the Premises in accordance with the City approved plans and in substantial conformance with Attachment “B”. The Developer shall complete Property Improvements on the Premises within 18 months from the Effective Date of this Agreement.

3.2 In the event of Force Majeure or, if in the reasonable opinion of the City, the Developer has made substantial progress toward completion of construction, renovation and installation of the Property Improvements, additional time may be granted by the City as may be required.

ARTICLE IV ECONOMIC DEVELOPMENT INCENTIVES

4.1 Start-Up Grant. Subject to the Parties’ continued satisfaction of the terms and conditions of this Agreement, the City shall offset or reimburse the Developer for certain expenses, as set forth below, up to three hundred six thousand five hundred dollars (\$306,500) (the “Start-Up Grant”).

4.1.1 The Start-Up Grant is for the purpose of (1) offsetting roadway escrow fees due at the time of issuance of the building permit for the Property Improvements (estimated at \$247,000); (2) reimbursing the actual amount of water and sanitary sewer impact fees (estimated at \$43,054) paid at the time of issuance of the building permit for the Property Improvements; and (3) reimbursing the actual amount of other fees paid to the City by the Developer (or its contractors on behalf of the Developer) including, but not be limited to, building permits, inspection fees, plan filing fees, tree mitigation fees, and engineering site plan fees.

4.1.2 The City shall deduct the amount of the roadway escrow fees from the total amount of the Start-Up Grant (i.e., \$306,500). The remaining balance may be applied to payment requests made by the Developer on the actual amount of water and sanitary sewer impact fees and other fees paid to the City at the time of issuance of the building permit for the Property Improvements or as the other City fees are incurred.

4.2 Payment. Payment of the Start-Up Grant listed herein shall be made upon Substantial Completion. Payment requests shall be made no later than forty-five (45) days after the Substantial Completion date. **Failure to timely submit such requests may delay or void reimbursement at the City's discretion.** Payment shall be made by the City within thirty (30) days after Developer submits a request for reimbursement.

ARTICLE V AGREEMENT CONDITIONS

5.1 Minimum Use Condition. During the term of this Agreement, following the issuance of a certificate of occupancy, the Developer shall occupy the Premises for the use as described in Attachment "B".

5.2 Use by the City. The Developer agrees to the following:

5.2.1 Allow the City prime positioning of content to promote City events and projects on all theater screens to be displayed before each movie.

5.2.2 Sponsor an annual hoteliers meeting or a City event at the Property. The use of the Property for the event shall not be in conflict with the movie show times, routine activities or special activities/events on the Property. The costs incurred by the Developer shall not exceed \$1,000 annually.

5.2.3 Allow the City to use the Property for parking purposes for certain City events. The use of the Property by the City shall not be in conflict with the movie show times, routine activities or special activities/events on the Property. The City shall obtain written permission from the Developer for each event prior to use of the Property for parking purposes.

5.3 Joint Marketing by Parties. The City agrees to involve the Developer in joint marketing efforts for Lewisville and Coyote Theater as opportunities arise, on case by case basis, and in the sole discretion of the City.

ARTICLE VI TERMINATION

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 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;
4. By City, if Developer suffers an Event of Bankruptcy;
5. By City, if any taxes, assessments or payments owed to the City or the State of

- Texas by Developer shall become delinquent and not cured within sixty (60) days after written notice thereof (provided, however the Developer retains the right to timely and properly protest and contest any such taxes or assessments); and
6. As otherwise stated within this Agreement.

In the event the Agreement is terminated by the City pursuant to this Article (3), (4), (5), or (6), the Developer shall pay back the Start-Up Grant within sixty (60) days of receiving a notice from the City.

ARTICLE VII MISCELLANEOUS

7.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by the Developer unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as the Developer's assignee agrees to be bound by all terms and conditions of this Agreement. It is understood and agreed between the parties that the Developer, in performing its obligations thereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties; it is further understood and agreed between the Parties that the City, in performing its obligations hereunder, is acting independently, and the Developer assumes no responsibilities in connection therewith to third parties.

7.2 The Developer further agrees that the City, its agents and employees, shall have reasonable rights of access to the Premises to inspect the Premises in order to ensure that the construction of the Property Improvements to the Premises is in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, as well as the continuing right, subject to Developer's reasonable security requirements, to inspect the Premises to ensure that the Premises are thereafter maintained, operated, and occupied in accordance with all applicable agreements with the City, provided that with respect to matters concerning this Agreement (i) the City must give the Developer reasonable prior telephone or written notice of any such inspection, and (ii) a representative of the Developer shall have the right to accompany the agent or employee of the City who is conducting such inspection. The City represents and warrants that the Premises does not include any property that is owned by a member of the City Council having responsibility for the approval of this Agreement.

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

For City by notice to:

City of Lewisville

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

For Developer by notice to:
PO Box 190429
Dallas, TX 75219-0429

Any 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.

7.4 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.

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

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

7.7 DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD 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 DEVELOPER'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. 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. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7.8 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.

7.9 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. In lieu of each invalid, illegal or unenforceable provision, there shall be

added a new provision by agreement of the parties as similar in terms to such invalid, illegal or unenforceable provision as may be possible and yet be valid, legal and enforceable.

7.10 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.

7.11 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

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

Date: _____

ATTEST:

Julie Heinze, City Secretary

APPROVED TO FORM:

Lizbeth Plaster, City Attorney

COYOTE THEATERS, LLC

By: _____


Date: 2/5/2016

Name: Glenn Solomon

Title: President

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

Date: _____

ATTEST:

Julie Heinze, City Secretary

APPROVED TO FORM:

Lizbeth Plaster, City Attorney

COYOTE THEATERS, LLC

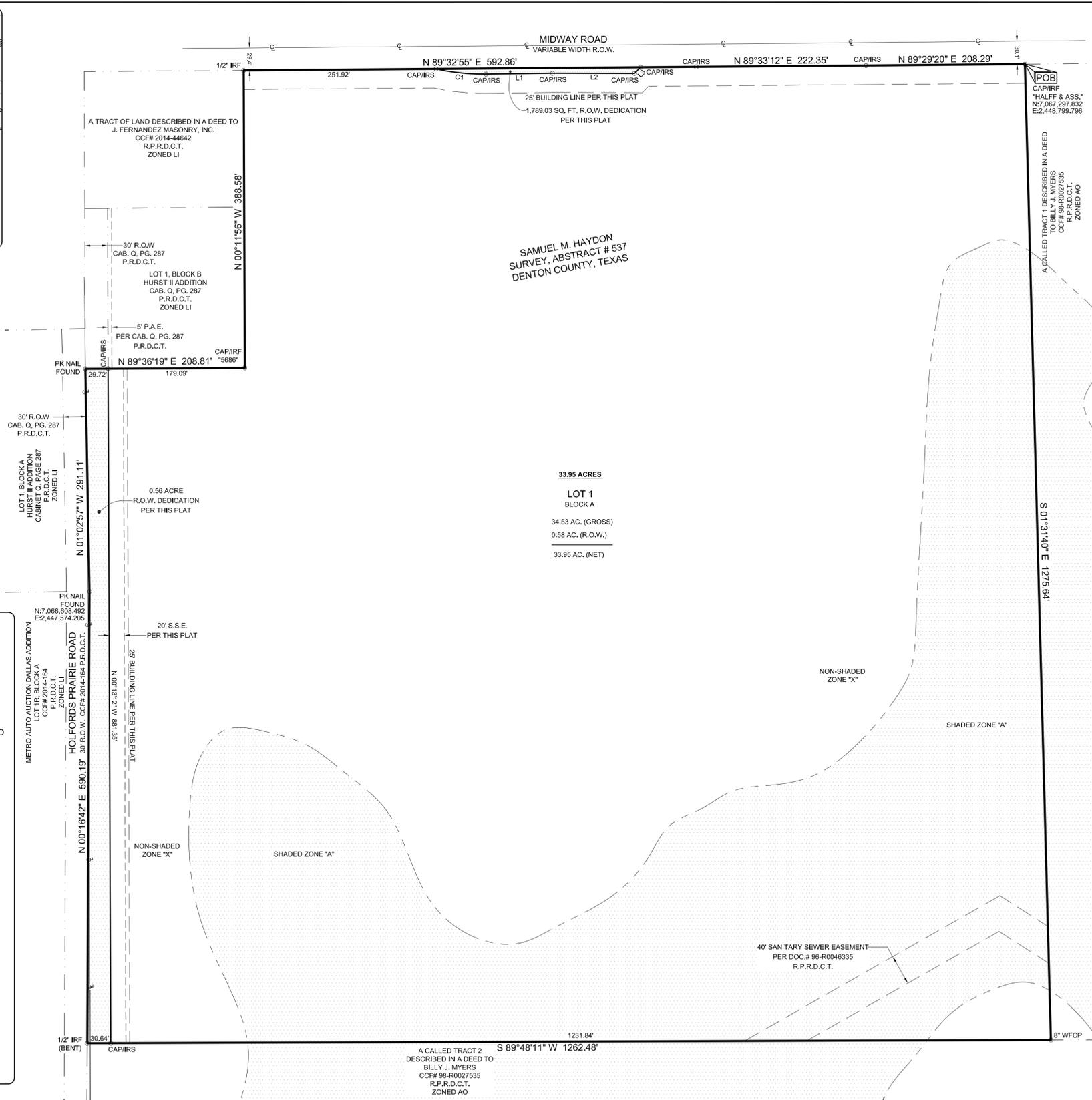
By: _____

Date: _____

Name: _____

Title: _____

Attachment A
Legal Description



GENERAL NOTES:

- ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.
- THE PURPOSE OF THIS FINAL PLAT IS TO CREATE 1 COMMERCIAL LOT OF RECORD.
- FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF LEWISVILLE, COMMUNITY NUMBER 480195 EFFECTIVE DATE 4-18-2011 AND THAT MAP INDICATES AS SCALED, THAT A PORTION OF THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR) AND A PORTION OF THIS PROPERTY IS WITHIN "SHADED ZONE A" DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100-YEAR); WITH NO BASE FLOOD ELEVATIONS DETERMINED" AS SHOWN ON PANEL 570 G OF SAID MAP.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS.

KENNETH A. ZOLLINGER R.P.L.S. # 5312 DATE _____

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____ 2015.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.

LEGEND

POB = POINT OF BEGINNING
WFCP = WIRE FENCE CAP
CAPIRIF = CAPPED IRON ROD FOUND
CAPIRS = CAPPED IRON ROD SET
P.R.D.C.T. = PLAT RECORD DENTON COUNTY TEXAS
R.P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS
D.R.D.C.T. = DEED RECORDS DENTON COUNTY TEXAS
D.E. = DRAINAGE EASEMENT
S.S.E. = SANITARY SEWER EASEMENT
= R.O.W. CENTERLINE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	280.53'	65.86'	65.71'	S 84°01'01" E	13°27'03"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°17'50" E	87.11'
L2	S 89°53'53" E	107.60'
L3	N 44°32'50" E	11.34'

PLAN SUMMARY TABLE

ZONED: LI
NUMBER OF LOTS: 1

SURVEYOR:
KAZ SURVEYING, INC.
1720 WESTMINSTER DRIVE
DENTON, TEXAS 76205
PHONE: (940) 382-3446
TBPLS FIRM #10002100

OWNER:
COYOTE THEATERS, LLC
3100 MONTICELLO AVENUE, SUITE 400
DALLAS, TX 75205
CONTACT: GLENN SOLOMON
PHONE: (214) 420-8211

ENGINEER:
HOMEYER ENGINEERING, INC.
P.O. BOX 294527
LEWISVILLE, TEXAS 75057
PHONE: (972) 906-9985
TBPE FIRM #8-8440

1720 WESTMINSTER
DENTON, TX 76205
(940)382-3446

JOB NUMBER: 140767-FP
DRAWN BY: TK
DATE: 10-16-2015
R.P.L.S.
KENNETH A. ZOLLINGER

OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS: COYOTE THEATERS (LEWISVILLE), LLC is the owner of all that certain lot, tract or parcel of land situated in Samuel M. Haydon Survey, Abstract Number 537, Denton County, Texas, and being all of a called 34.53 acre tract of land described in the deed to COYOTE THEATERS (LEWISVILLE), LLC, as recorded in Document Number 2015-33827, Real Property Records of said County; the subject tract being more particularly described as follows:

BEGINNING at a capped iron rod stamped "HALFF" found in the South line of Midway Road for the Northwest corner of a called Tract 1 described in the deed to Billy J. Myers, as recorded in Document Number 98-R0027535, of said Records and the Northeast corner of said 34.529 acre tract;

Thence South 01 degrees 31 minutes 40 seconds East with said common line a distance of 1275.64 feet to an 8" wood fence corner post for the Southeast corner of said 34.529 acre tract and the Northeast corner of a called Tract 2 described in said Myers deed;

Thence South 89 degrees 48 minutes 11 seconds West with said common line a distance of 1262.48 feet to a 1/2" bent iron rod found in or near the middle of Holfords Prairie Road for the Northwest corner of said Tract 2 and the Southwest corner of said 34.529 acre tract;

Thence North 00 degrees 16 minutes 42 seconds East with said common line a distance of 590.19 feet to a PK nail found at an angle;

Thence North 01 degrees 02 minutes 57 seconds West with said common line a distance of 291.11 feet to a PK nail found for the West Northwest corner of said 34.529 acre tract;

Thence North 89 degrees 36 minutes 19 seconds East with a North line thereof, passing at 30.00 feet the Southwest corner of Lot 1, Block B, of Hurst II Addition, an addition to said City, according to the plat thereof recorded in Cabinet Q, Page 287, Plat Records of said County, and continuing along said course with said common line a total distance of 208.81 feet to a capped iron rod stamped "5686" found for the Southeast corner of said Lot 1;

Thence North 00 degrees 11 minutes 56 seconds West with said common line part of the way a distance of 388.58 feet to a 1/2" iron rod found for the Northeast corner of a tract of land described in the deed to J. Fernandez Masonry, Inc., as recorded in Document Number 2014-44642, Real Property Records of said County, and being the North Northwest corner of said 34.529 acre tract, in the South line of Midway Road;

Thence North 89 degrees 32 minutes 55 seconds East with said common line a distance of 592.86 feet to a capped iron rod stamped "KAZ" set;

Thence North 89 degrees 33 minutes 12 seconds East with said common line a distance of 222.35 feet to a capped iron rod stamped "KAZ" set;

Thence North 89 degrees 29 minutes 20 seconds East with said common line a distance of 208.29 feet to the PLACE OF BEGINNING and enclosing 34.53 acres of land more or less.

OWNER'S CERTIFICATE OF DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT COYOTE THEATERS (LEWISVILLE), LLC, THE UNDERSIGNED AUTHORITIES, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS COYOTE THEATER ADDITION, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND ALLEYS SHOWN HEREON; AND DO HEREBY DEDICATE THE EASEMENT STRIPS SHOWN ON THE PLAT FOR MUTUAL USE AND ACCOMMODATION OF THE CITY OF LEWISVILLE AND ALL PUBLIC UTILITIES DESIRING TO USE, OR USING SAME. NO BUILDINGS, FENCES, TREES, SHRUBS, SIGNS, OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENT STRIPS ON SAID PLAT. THE CITY OF LEWISVILLE AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, SIGNS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCIES OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENT STRIPS, AND THE CITY OF LEWISVILLE AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENT STRIPS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. A BLANKET EASEMENT OF FIVE (5) FOOT RADIUS FROM THE CENTER POINT OF ALL FIRE HYDRANTS AND A FIVE (5) FOOT RADIUS FROM THE CENTER POINT OF ALL OTHER APPURTENANCES (FIRE HYDRANT VALVES, WATER METERS, METER BOXES, STREET LIGHTS) IS HEREBY GRANTED TO THE CITY OF LEWISVILLE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTING, INSPECTING AND MAINTAINING THE ABOVE NAMED APPURTENANCES.

WE DO FURTHER DEDICATE, SUBJECT TO THE EXCEPTIONS AND RESERVATIONS SET FORTH HEREINAFTER, TO THE PUBLIC USE FOREVER, ALL PUBLIC USE SPACES SHOWN ON THE FACE OF THE PLAT.

COYOTE THEATERS (LEWISVILLE), LLC

BY: _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION AND UNDER THE AUTHORITY THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2015.

NOTARY PUBLIC FOR AND IN THE STATE OF TEXAS MY COMMISSION EXPIRES: _____

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF LEWISVILLE, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING FINAL PLAT OF COYOTE THEATERS ADDITION WAS SUBMITTED TO THE APPROPRIATE PLANNING & ZONING COMMISSION OR CITY COUNCIL AS REQUIRED BY THE ORDINANCES OF THE CITY OF LEWISVILLE ON THE _____ DAY OF _____ 2015, AND SUCH BODY BY FORMAT ACTION, THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, ALLEYS, PARKS, EASEMENTS, PUBLIC PLACES AND WATER AND SEWER LINES, AS SHOWN AND SET FORTH IN AND UPON SAID PLAT, AND SAID BODY FURTHER AUTHORIZED THE ACCEPTANCE THEREOF BY SIGNING AS HEREIN ABOVE SUBSCRIBED IN THE CAPACITY STATED:

WITNESS MY HAND THIS _____ DAY OF _____ 2015.

JULIE HEINZE, CITY SECRETARY
CITY OF LEWISVILLE, TEXAS

ALL VARIANCES (IF ANY) FROM THE GENERAL DEVELOPMENT ORDINANCE APPROVED BY CITY COUNCIL

CITY OF LEWISVILLE PROJECT NUMBER _____

JAMES DAVIS, CHAIRMAN, PLANNING & ZONING COMMISSION DATE _____
CITY OF LEWISVILLE, TEXAS

**FINAL PLAT OF
COYOTE THEATER ADDITION**

LOT 1, BLOCK A, 34.53 ACRES
ZONED: LI
SUP # _____
BEING ALL OF A 34.53 ACRES IN THE
SAMUEL M. HAYDEN SURVEY, ABSTRACT # 537,
CITY OF LEWISVILLE, DENTON COUNTY, TEXAS;

Filed: _____ Doc# _____ P.R.D.C.T. _____

Attachment B
Approved Site Plan



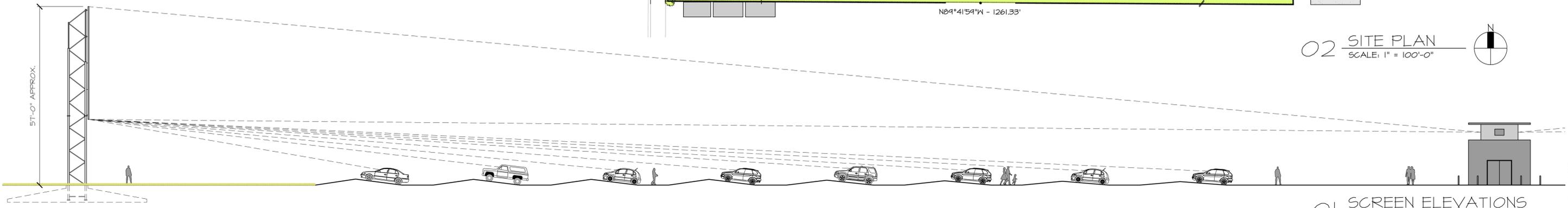
03 AREA PLAN
SCALE: N.T.S.



02 SITE PLAN
SCALE: 1" = 100'-0"



- LANDSCAPED AREA
- AREA LEFT NATURAL
- IMPERVIOUS PAVING (FIRE LANE)
- IMPERVIOUS PAVING (DRIVE LANES)
- PERMEABLE CRUSHED CONCRETE



01 SCREEN ELEVATIONS
SCALE: 1/16" = 1'-0"



COYOTE DRIVE-IN THEATER
LEWISVILLE, TEXAS

BECK ARCHITECTURE, LLC.
1807 ROSS AVENUE, SUITE 500
DALLAS, TEXAS 75201

07.13.2015

A01

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development & Planning

DATE: February 3, 2016

SUBJECT: **Approval of an Amendment to the Economic Development Agreement That was Approved on March 17, 2014, by and Between Old Town Development Lewisville, LLC, and the City of Lewisville; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

On March 17, 2014, the City and the Developer entered into an Economic Development agreement to purchase property, construct public and private improvements and build three new restaurants in a manner consistent with approved plans in return for certain cost reimbursements and other grants. The project is currently under construction and this amendment is needed to further clarify the actual cost reimbursement for certain public improvements that will be completed as part of the project. All three restaurants are expected to be open by the end of 2016.

ANALYSIS

The original agreement called for the City to relocate the existing overhead utility lines underground on Church and Charles Streets. At the time, we anticipated the Main/Mill streetscape project to be under construction and this relocation would take place as part of the bidding for the larger project. As the Main/Mill project has been delayed and the developer had started construction, the City asked the developer to perform this task as part of their construction project to expedite the process. The agreement is being amended to clarify the reimbursement to the developer as the City is responsible for the cost associated with the underground utilities.

In addition, the Start Up Grant of \$500,000, for permits and certain other improvements, did not include a new water line and sanitary sewer line that have been constructed from Charles to Herod to serve a larger area of Old Town in accordance with the water and sanitary sewer plans for the area. Future developments will benefit from having the upgraded lines in this area. This amendment calls for reimbursement for actual cost of construction of these lines but not to exceed \$150,000.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the amendment to the agreement and authorize the City Manager to execute the contract.

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (this “**Amendment**”) is entered into by and between **Old Town Development Lewisville, LLC**, a Texas limited liability company (“**Developer**”), and the **City of Lewisville, Texas**, a home rule municipality duly acting by and through its City Manager, (“**City**”).

Recitals

A. On March 17, 2014, the City and the Developer entered into that certain Economic Development Agreement (the “**ED Agreement**”) to purchase property, construct public and private improvements and build three new restaurants in a manner consistent with approved plans in return for certain cost reimbursements and other grants.

B. The City and the Developer wish to further amend the terms of the ED Agreement in order to modify certain terms and provisions of the ED Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which hereby are acknowledged, the undersigned parties hereby agree as follows:

Agreements

1. Start-Up Grant. The following sentence is added to paragraph 4.2:

In addition to the Start-Up Grant, the City shall also reimburse the Developer for the actual costs of public water and sanitary sewer improvements for an amount not to exceed \$150,000.

2. Relocation of Existing Overhead Franchise Utilities. The existing language of paragraph 4.4 of the ED Agreement is hereby deleted in its entirety, and replaced with the following new language :

4.4 Relocation of Existing Overhead Franchise Utilities. The City shall be responsible for removing the existing overhead utilities located in front of the Property on Church Street and relocating the utilities underground in front of the Property. The City agrees to coordinate the burial of such utilities with the Developer so that the location of same shall be in accordance with the Developer’s approved plans and specifications. The City agrees to reimburse the Developer for actual costs incurred for work related to the relocation of the existing overhead utilities underground.

3. Ratification. Except as expressly provided in this Amendment, all of the terms and provisions of the ED Agreement shall remain unaffected, unchanged and unimpaired by reason of this Amendment. The ED Agreement as amended herein is hereby ratified, confirmed and continued in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, in which case all such counterparts taken together shall constitute one and the same instrument which is binding upon all parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart. Facsimile signatures shall be treated as original signatures hereon.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date executed below.

Executed as of the _____ day of _____, 2016.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

ATTEST:

Julie Heinze, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

Developer:
OLD TOWN DEVELOPMENT LEWISVILLE, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

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, (hereinafter called "City"), and Old Town Development Lewisville, LLC, a Texas limited liability company (hereinafter called "the Developer"), and both entities collectively referred to as Parties in this Agreement ("Parties").

WITNESSETH:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted an Economic Incentive Policy for making economic development incentives and grants on August 16, 2010 (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 the Statute; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment 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; and

WHEREAS, on the 17th day of March 2014, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to Chapter 380 of the Texas Local Government Code ("CHAPTER 380");

WHEREAS, the City currently owns property at the northwest corner of Charles and Church Streets ("Property" or "Premises") (more fully described in Attachment "A", attached hereto and made a part hereof) that is the subject of this Agreement;

WHEREAS, the Property is located within Tax Increment Reinvestment Zone Number One;

WHEREAS, the Developer intends to purchase and develop the Property that is the subject of this Agreement;

WHEREAS, the Parties desire to enter into this Agreement pursuant to Chapter 380;

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Developer to develop the Property;

WHEREAS, the Developer agrees to develop the Property in a manner consistent with an approved development plan as described in Attachment "B", attached hereto and made a part hereof, or as amended in accordance with all provisions of the City;

WHEREAS, the City finds that the administration of an economic development agreement to provide incentives to the Developer, in return for developing the Property would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose, and;

WHEREAS, the City has determined that the this Agreement contains 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;

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

ARTICLE I TERM

1.1 This Agreement shall be effective on the date that this Agreement is executed by the Parties (“Effective Date”) and shall continue for 15 years from the date of the issuance of certificate of occupancy for the first building on the Property, unless sooner terminated as provided herein.

ARTICLE II DEFINITIONS

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

“**Agreement**” has the meaning set forth in the introductory paragraph of this Agreement.

“**City**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Construction Costs**” means the costs of all construction, including but not limited to, hard construction, construction equipment charges, the costs of construction materials and the delivery thereof, contractor fees, surveying and engineering costs and fees, insurance, bonding, marketing, fees for required bonds, or City fees, including but not limited to inspection fees, impact fees and park development fees, related to the development of the Improvements and any parking, landscaping and lighting related to same.

“**Developer**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Effective Date**” means the date established in Article I of this Agreement.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of Developer, including without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to,

government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of Developer), fire, explosion or flood, and strikes.

“Start-Up Grant” shall mean an economic development grant as defined in Article IV.

“Offset” means an amount of money equal to the amount of annual Property Tax and Sales and Use Tax generated from the Property and paid to the City which is used to reduce the balance of the Purchase Price of the Property, as more fully set forth in Article IV.

“Payments” means monetary payments made to the City by the Developer for the Purchase Price of the Property.

“Promissory Note” means that certain Promissory Note from the Developer to the City in the amount of Eight Hundred Sixty Thousand and 00/100 Dollars (\$860,000.00) for the purchase of the Property, due and payable in accordance with the terms and conditions set forth therein, and attached hereto as Attachment “C” and made a part hereof.

“Property Taxes” means all real property ad valorem taxes payable to the City from the Property. For purposes of calculating the annual Offset or annual Grant amount as provided for herein, the applicable year’s taxes shall be used.

“Property Improvement(s)” shall mean three (3) high quality restaurants which are acceptable to the City (such approval not to be unreasonably withheld) including all ancillary improvements such as required parking and landscaping, more fully described in Attachment “B”.

“Property” or **“Premises”** shall mean that property as described in Attachment “A” and described by metes and bounds, lot and block or abstract and survey attached hereto, and made a part hereof, and the improvements located or to be located thereon.

“Public Improvements” means the public streets, public infrastructure (including, but not limited to, all lighting and parking infrastructure) and related public facilities to be constructed on or benefiting the Property.

“Purchase Price” has the meaning set forth in Article IV of this Agreement.

“Sales And Use Tax” means all of the sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, as amended on the sale of Taxable Items consummated on the Property.

“1% Sales Tax Receipts” means the 1% Sales and Use Tax annually received from the State of Texas and designated to the City’s general fund from the collection of Sales and Use Tax from the Property as a result of the sale of Taxable Items on the Property.

“1.5% Sales Tax Receipts” means the 1.5% Sales and Use Tax annually received from the State of Texas from the collection of Sales and Use Tax from the Property as a result of the sale of Taxable Items on the Property.

“Substantial Completion” means with regard to the Public Improvements, the date the City issues a Letter of Acceptance for the Public Improvements.

“Tax Certificate” (“Certificate”) means a certificate or other statement in a form reasonably acceptable to the City setting forth the collection of Sales and Use Tax and Property Tax received by the City, for Property Tax and the sale of Taxable Items on the Property consummated on the Property for the applicable period which are to be used to determine the 1% Sales Tax Receipts and 1.5% Sales Tax Receipts, respectively, together with such supporting documentation as the City may reasonably request.

“Taxable Items” shall have the same meaning assigned by Chapter 151, TEX. TAX CODE ANN., as amended.

ARTICLE III GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, the Developer shall commence construction of the Property Improvements on the Premises in accordance with the City approved plans and in substantial conformance with Attachment “B”.

3.1.1 The Developer shall submit or cause to be submitted to the City for its review and approval final plans for the design of the Property Improvements in accordance with all City ordinances and regulations. Property Improvements shall include the construction of three (3) high quality restaurants which are acceptable to the City (such approval not be unreasonably withheld) and associated improvements as shown on Attachment “B” and further approved final site plan and construction plans on the Premises.

3.1.2 The total investment on the Property, including any of Developer’s loans on the Property, construction of improvements and public infrastructure, and tenant improvements, or, alternatively, the appraised value of the Property following the improvements described herein, shall be approximately Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000).

3.2 Within twenty-four (24) months after the Effective Date of this Agreement, Developer shall have obtained a certificate of occupancy for two (2) restaurants and, within thirty (30) months after the Effective Date of this Agreement, shall have obtained a certificate of occupancy for the third restaurant on the Premises.

3.2.1 In the event of Force Majeure or, if in the reasonable opinion of the City, the Developer has made substantial progress toward completion of construction, renovation and installation of the Property Improvements additional time may be granted by the City as may be required.

3.2.2 The date of substantial completion of construction, renovation and installation of the Property Improvements shall be defined as the date that Developer receives a certificate of occupancy for the Property Improvements.

3.3 Throughout the Term of this Agreement, the Property Improvements shall always include the operation of three (3) high quality restaurants which are acceptable to the City (such acceptance shall not be unreasonably withheld) and associated improvements. In other words, if any of the original high quality restaurants cease to operate on the Property, the replacement restaurants shall be of high quality which are acceptable to the City (such acceptance shall not be unreasonably withheld).

ARTICLE IV ECONOMIC DEVELOPMENT INCENTIVES

4.1. Sale of Property. Subject to the terms and conditions of this Agreement, the Developer agrees to purchase the Property from the City at an agreed price of Eight Hundred Sixty Thousand and 00/100 Dollars (\$860,000) (the "Purchase Price").

4.1.1 *Annual Offset Amount.* The City shall apply an annual offset to the Purchase Price of the Property by crediting an amount equal to the annual collection of 100% of the 1.5% Sales Tax Receipts and Property Tax revenues received by the City from the Premises until the full amount of the Purchase Price is paid or the end of five (5) years from the date of issuance of the first certificate of occupancy for a building on the Premises, whichever is sooner. The Developer shall, within thirty (30) days following the anniversary of the date of the receipt of the first certificate of occupancy for a building on the Premises, submit a Tax Certificate with all supporting documents needed to verify the amount of Sales and Use Taxes and Property Taxes that were paid to the City.

4.1.2 *Annual Payment Amount.* If after five (5) years from the date of issuance of the first certificate of occupancy for a building on the Premises, the City has not been paid in full for the Purchase Price of the Property, the Developer shall pay the City an annual payment of Sixty Thousand and 00/100 Dollars (\$60,000.00) for fifteen (15) years or until the full Purchase Price is paid, whichever is sooner. This payment shall be made annually within thirty (30) days following the anniversary of the date of the receipt of the first certificate of occupancy for a building on the Premises in the year following each applicable year. By way of example only, if the first certificate of occupancy is obtained on July 15, 2015, the first Annual Payment would be due on August 15, 2021.

4.2. Start-Up Grant. Subject to the Parties' continued satisfaction of the terms and conditions of this Agreement, the City shall offset or reimburse the Developer for certain expenses, as set forth below, up to Five Hundred Thousand and 00/100 Dollars (\$500,000) (the "Start-Up Grant").

4.2.1 The Start-Up Grant is for the purpose of (1) offsetting all building permit-related costs associated with the Property Improvements including, but not limited to, impact fees, inspection fees, plan review fees and any other fee normally charged by the City for development projects; (2) reimbursing costs for the construction of a public parking lot on the Premises; and (3) reimbursing costs for the construction of any other Public Improvements needed to facilitate the Property Improvements on the Premises.

4.2.2 City shall consolidate all permit-related fees prior to issuance of the first building permit on the Premises and deduct said fees from the Start-Up Grant. Any remaining balance from the Start-Up Grant may be applied to invoices received from Developer on the above-stated construction-related items. Invoices received from the Developer will be reimbursed by the City within 30 days after verification of completed work to the full satisfaction of the City.

4.3 Annual Grant Equal to the Amount of Tax Revenue.

4.3.1 Starting from the 6th year after the date of the first certificate of occupancy of a building on the Premises, the City shall pay Developer an amount equal to forty percent (40%) of the 1% Sales Tax Receipts and the Property Tax revenues received by the City from the Premises.

4.3.2 After the Purchase Price is paid in full and the amount of the Start-Up Grant has been recouped by the City through an amount equal to the City's share of Property Tax and the 1% Sales Tax Receipts, the City shall pay Developer an amount equal to sixty percent (60%) of the 1% Sales Tax Receipts and the Property Tax revenues received by the City from the Premises for the remainder of the term of this Agreement or December 31, 2030, whichever occurs first.

4.3.3 Developer will be paid the above amounts on an annual basis on or before thirty (30) days following the anniversary of the date of the receipt of the first certificate of occupancy for a building on the Premises, provided that by the anniversary of the date of the receipt of the first certificate of occupancy for a building on the Premises of each year, the Developer submits a Tax Certificate with all supporting documents needed to verify the amount of Sales and Use Taxes and Property Taxes that were paid to the City.

4.4 Relocation of Existing Overhead Franchise Utilities. The City agrees to make every effort to remove the existing overhead utilities located in front of the Property on Church Street and relocate the utilities underground. This will be in conjunction with another public improvement project in the area and is subject to the availability of funds. If the utilities are relocated underground, the City shall be directly responsible for the costs and construction required to bury these utilities in front of the Property. The City agrees to coordinate the burial of such utilities with Developer so that the location of same shall be in accordance with Developer's approved plans and specifications.

4.4.1 Should the relocation of utilities underground cause any undue delay to Developer in constructing the Improvements on the Property, the timeframes set forth in this Agreement for the construction of Property Improvements, shall be extended accordingly.

4.4.2 The Developer shall give the City all necessary easements and rights to access to relocate the utilities underground or to the rear of the Premises under 4.4.3 below.

4.4.3 If the City is unable to bury the existing utilities due to funding shortages, the City agrees to, alternatively, coordinate and move the overhead utilities to the rear of the Premises to a specific location agreed to between the City and Developer.

ARTICLE V REFUNDS AND ADJUSTMENTS

5.1 In the event the State of Texas determines that the City erroneously received either the 1% Sales Tax Receipts or 1.5% Sales Tax Receipts, or that the amount of Sales and Use Tax paid by the State of Texas to the City exceeds the correct amount of Sales and Use Tax applicable to this Agreement, the Developer shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such amount exceeded the amount to which the Developer was entitled pursuant to such State of Texas determination, pay such amount to the City. As a condition precedent to payment of such refund, the City shall provide Developer with a copy of such determination by the State of Texas.

5.2 In the event the Developer's vendor files an amended Sales and Use Tax return, or report with the State of Texas, or if additional Sales and Use Tax is due and owing, as determined or approved by the State of Texas, affecting either the 1% Sales Tax Receipts or 1.5% Sales Tax Receipts, the City shall pay to the Developer any underpayment, provided the City has received the respective Sales Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, the Developer shall provide the City with a copy of any Developer's vendor amended Sales and Use Tax report or return made available to the Developer, any relevant receipts, or any relevant direct payment and self-assessment returns.

5.3 The provisions of this Section 5.1 shall survive termination of this Agreement.

ARTICLE VI AGREEMENT CONDITIONS

6.1 Security. To insure Developer's obligation for payment pursuant to Article IV, the Developer shall provide to the City a Promissory Note in the amount of Eight Hundred Sixty Thousand and 00/100 Dollars (\$860,000). The Promissory Note shall be initially secured by Developer's grant to the City, at the time of closing of the acquisition of the Premises, of a deed of trust secured by a lien on the Premises. The Promissory Note and deed of trust shall be attached hereto as Attachment "C".

6.1.1 The City shall be secured by the deed of trust until such a time as the Developer closes on a construction loan to develop the Property. Upon closing of the construction loan, the City will release the lien of the deed of trust but not the Promissory Note. The Developer shall remain liable on the Promissory Note until full payment of \$860,000 for purchase of the Property is met by the Developer in accordance with this Agreement. Offsets and payments made in

accordance with this Agreement shall be credited against the indebtedness described in said Promissory Note.

6.1.2 Following the closing of a construction loan, if any, the Developer shall secure its obligation for payment on the Promissory Note by providing the City a lien position subordinate only to the construction loan.

6.1.3 The provisions of this Section 6.1 shall survive termination of this Agreement.

6.1.4 Upon full payment (or offset) of the Promissory Note amount, any lien held by the City shall be immediately released in full.

6.2 Minimum Use Condition. During the term of this Agreement following the issuance of a certificate of occupancy for Developer's occupancy of the Property Improvements on the Premises and continuing thereafter until expiration of this Agreement or earlier termination of same, the Developer agrees to occupy a minimum of 15,000 square feet of indoor/outdoor restaurant space and ancillary facilities.

6.2.1 To insure Developer's obligation to develop and use the Property as provided in Article III, the deed to the Property shall include a deed restriction, attached hereto as Attachment "D" and made a part hereof.

6.3 Compliance with the Agreement. The Developer must certify annually to the governing body of the City as to its attainment of the stated performance measures described herein by submitting an annual compliance report and appropriate support documentation, no later than January 15th of each year after the issuance of the certificate of occupancy and continuing until the expiration of the Agreement to the City's Director of Economic Development.

ARTICLE VII TERMINATION

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 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;
4. By City, if Developer suffers an Event of Bankruptcy; and
5. By City, if any taxes, assessments or payments owed to the City or the State of Texas by Developer shall become delinquent and not cured within sixty (60) days after written notice thereof (provided, however the Developer retains the right to timely and properly protest and contest any such taxes or assessments).

In the event the Agreement is terminated by the City pursuant to this Article (3), (4), or (5), the Developer shall be ineligible for further grants pursuant to this Agreement and shall be liable to pay any

remaining amounts left on the Purchase Price (\$860,000) for the Property within 60 days of notice from the City.

**ARTICLE VIII
MISCELLANEOUS**

8.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by the Developer unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as the Developer's assignee agrees to be bound by all terms and conditions of this Agreement. It is understood and agreed between the parties that the Developer, in performing its obligations thereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties; it is further understood and agreed between the parties that the City, in performing its obligations hereunder, is acting independently, and the Developer assumes no responsibilities in connection therewith to third parties.

8.2 The Developer further agrees that the City, its agents and employees, shall have reasonable rights of access to the Premises to inspect the Premises in order to ensure that the construction of the improvements to the Premises is in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, as well as the continuing right, subject to Developer's reasonable security requirements, to inspect the Premises to ensure that the Premises are thereafter maintained, operated, and occupied in accordance with all applicable agreements with the City, provided that with respect to matters concerning this Agreement (i) the City must give the Developer reasonable prior telephone or written notice of any such inspection, and (ii) a representative of the Developer shall have the right to accompany the agent or employee of the City who is conducting such inspection. The City represents and warrants that the Premises does not include any property that is owned by a member of the City Council having responsibility for the approval of this Agreement.

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

For City by notice to:

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

For Developer by notice to:

Old Town Development Lewisville, LLC
Attn: Chris Gordon
2241 Veranda Avenue
Trophy Club, Texas 76262

With a copy to:

Murphy, Mahon Keffler & Farrier, L.L.P.
Attn: Chris Baker
Tindall Square Building No. 2
505 Pecan Street, Suite 101
Fort Worth, Texas 76102

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

8.4 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.

8.5 This Agreement may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

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

8.7 Developer agrees to defend, indemnify and hold 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 Company's breach of this Agreement or by any negligent or strictly liable act or omission of Company, its officers, agents, employees or subcontractors, in the performance of this Agreement. 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. This paragraph shall survive the termination of this Agreement.

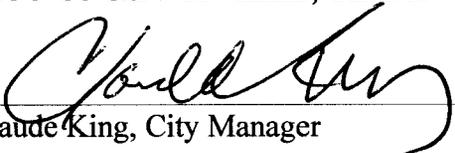
8.8 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

8.9 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. In lieu of each invalid, illegal or unenforceable provision, there shall be added a new provision by agreement of the parties as similar in terms to such invalid, illegal or unenforceable provision as may be possible and yet be valid, legal and enforceable.

8.10 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.

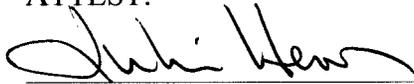
8.11 This Agreement was authorized by action of the City Council, authorizing the City Manager to execute the Agreement on behalf of the City.

CITY OF LEWISVILLE, TEXAS



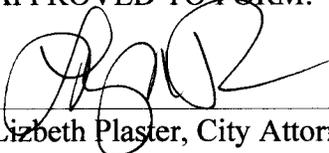
Claude King, City Manager

ATTEST:



Julie Heinze, City Secretary

APPROVED TO FORM:



Lizbeth Plaster, City Attorney

OLD TOWN DEVELOPMENT LEWISVILLE, LLC

a Texas limited liability company

By: 

Name: Christopher B. Gordon
Title: Managing Member

LEGAL DESCRIPTION

1.900 Acres

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 that certain called 1.767 acre tract of land described as Tract 2 in deed to the City of Lewisville, Texas, recorded in Document Number 2001-50038 of the Real Property Records of Denton County, Texas, and being all that certain tract of land described in deed to City of Lewisville, recorded in Document Number 2014-17222 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the east line of Herod Street (60' R.O.W.), at the westerly northwest corner of said 1.767 acre tract, and being the southwest corner of that certain called 0.30 acre tract of land described in deed to Lance Lindley & Jalane Gilbert, recorded in Document Number 2012-32802 of the Real Property Records of Denton County, Texas;

THENCE N 89°31'37" E, with the north line of said 1.767 acre tract, and the south line of said 0.30 acre tract, passing at 100 feet, the southeast corner thereof, and being the southwest corner of that certain called 0.4236 acre tract of land described in deed to Sherry B. Kleinhans, recorded in Document Number 1995-25236 of the Real Property Records of Denton County, Texas, continuing with the south line thereof, passing at 240 feet the southeast corner thereof, and being the southwest corner of that certain tract of land described in deed to Kerry R. Vance, recorded in Volume 839, Page 243 of the Deed Records of Denton County, Texas, continuing with the south line thereof, passing at 330 feet the southeast corner thereof, continuing a total distance of 348.09 feet to a Nail Found in in the west line of said City of Lewisville Tract in Document Number 2014-17222;

THENCE N 00°00'47" E, 44.04 feet with the west line of said City of Lewisville Tract in Document Number 2014-17222, to a 1/2" capped rebar set (G&A Consultants) at the northwest corner thereof, and being on the south line of that certain called 0.166 acre tract of land described in deed to Daniel Tsakonas, recorded in Document Number 2001-62307 of the Real Property Records of Denton County, Texas, from which a 3/8" rebar found bears S 41°28'30" E, 4.3 feet;

THENCE N 89°56'18" E, 103.76 feet with the north line of said City of Lewisville Tract in Document Number 2014-17222, and the south line of said 0.166 acre tract, passing the southeast corner thereof, and being the southwest corner of that certain tract of land described in deed to William Gilbert Parr, recorded in Document Number 2012-12688 of the Real property Records of Denton County, Texas, continuing with the south line thereof, to a 1/2" capped rebar found (Brittain-Crawford) at the northeast corner of said City of Lewisville Tract in Document Number 2014-17222, and being the most northerly northwest corner of said Tract 2;

THENCE S 89°30'38" E, 107.24 feet with the north line of said Tract 2, and the south line of said William Gilbert Parr tract, to a PK Nail found at the southeast corner thereof, and being northeast corner of said Tract 2, and being on the west line of Charles Street (60' R.O.W.);

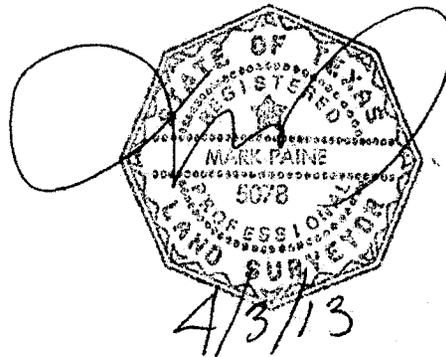
THENCE S 00°18'25" E, 163.45 feet with the east line of said Tract 2, and the west line of said Charles Street, to a 1/2" capped rebar found (Brittain-Crawford) at the north end of a right-of-way dedication to the State of Texas, recorded in Document Number 1995-15060 of the Real Property Records of Denton County, Texas;

THENCE S 44°46'12" W, 14.20 feet with east line of said Tract 2, and the north line of said right-of-way dedication recorded in Document Number 1995-15060, to a 1/2" capped rebar found (G&A Consultants) and a 1/2" capped rebar found (Brittain-Crawford) at the most westerly corner of said right-of-way dedication recorded in Document Number 1995-15060 and being on the north line of Church Street (60' R.O.W.);

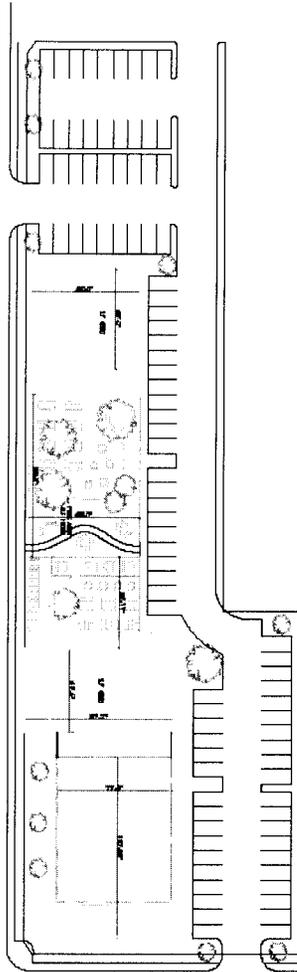
THENCE S 89°31'37" W, 535.00 feet with the south line of said Tract 2 and the north line of said Church Street, to a TxDOT Right-of-Way Monument Found at the east corner of a right-of-way dedication to the State of Texas, recorded in Document Number 1995-15062 of the Real Property Records of Denton County, Texas;

THENCE N 45°13'48" W, 21.12 feet with the west line of said Tract 2, and the north line of said right-of-way dedication recorded in Document Number 1995-15062, to a TxDOT Right-of-Way Monument found the most northerly corner thereof, and being on the east line of said Herod Street;

THENCE N 00°00'47" E, 116.96 feet with the west line of said Tract 2, and the east line of said Herod Street, to the **POINT OF BEGINNING** and containing approximately 1.900 acres of land.



Attachment "B"
CONCEPT PLAN



Attachment "C"
PROMISSORY NOTE and DEED OF TRUST
(attached)

Promissory Note

Date: _____, 2014

Borrower:
Old Town Development Lewisville, LLC
a Texas limited liability company

Borrower's Mailing Address:
2241 Veranda Avenue
Trophy Club, Texas 76262

Lender:
City of Lewisville

Place for Payment:

Principal Amount:
\$860,000.00

Annual Interest Rate:
NONE (0%)

Maturity Date:
Fifteen (15) years following the Construction Period, as described below

Annual Interest Rate on Matured, Unpaid Amounts:
8%

Terms of Payment (principal and interest):

Beginning five (5) years after the conclusion of the Construction Period, as that term is defined herein, the Principal Amount and any accrued interest will be due and payable in fourteen (14) successive annual installments of \$60,000.00 and the fifteenth (15th) and final installment being in an amount equal to the entire unpaid balance of the Principal Amount plus any accrued interest. Annual installments will be due within thirty (30) days following anniversary of the Construction Period in the year following the applicable year, after any and all Offsets, as that term is defined herein, from Lender have been applied. By way of example only, if the Construction Period expires on July 15, 2015, the July 15, 2020 year payment shall be made by August 15, 2021.

"Construction Period" means the time period commencing on the effective date of this note and ending on the first (1st) day of the month following the issuance of the first Certificate of Occupancy for a restaurant building to be constructed by Borrower on the real property described on Exhibit A.

"Offset" means amounts due and owing by Lender to Borrower in accordance with that certain Economic Development Agreement, executed 3-17, 2014.

Security for Payment:

This note is secured by a deed of trust of even date herewith from Old Town Development Lewisville, LLC, to Kellie Fister Stokes, Trustee, which covers the real property described on

Exhibit A.

Other Security for Payment/Promise to Pay:

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

Defaults & Remedies:

If Borrower defaults in the payment of this note, and the continuance of any such non-payment (in whole or in part) for a period of thirty (30) calendar days from and after notice is received by Borrower from Lender describing such default, or in the performance of any obligation in any instrument securing the collateral to this note, and which, given the opportunity, has not cured such default as provided under any such instrument, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Borrower waives all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

A default exists under this note if (1) Borrower or any other person liable on any part of this note or who grants a lien or security interest on the property as security for any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party; (2) any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (3) a receiver is appointed for Borrower, any Other Obligated Party, or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note; (4) any Collateral Security is assigned for the benefit of creditors; (5) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (6) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (7) any of the following parties is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of the affairs of any of the following parties: Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; or (8) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition.

Attorney's Fees:

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Prepayment:

Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Usury Savings:

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Other Clauses:

This note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.

When the context requires, singular nouns and pronouns include the plural.

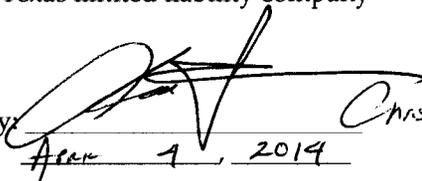
The provisions of this Note shall be binding upon and for the benefit of the successors, assigns, heirs, executors and administrators for Lender and Borrower.

If any installment becomes overdue for more than ten days, at Lender's option a late payment charge of 5% of the amount of the payment may be charged in order to defray the expense of handling the delinquent payment.

If any provision of this note conflicts with any provision of a loan agreement, deed of trust, or security agreement of the same transaction between Lender and Borrower, the provisions of the deed of trust will govern to the extent of the conflict.

This note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Old Town Development Lewisville, LLC
a Texas limited liability company

By:  Christopher B Garcia
April 1, 2014

Deed of Trust

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.

Terms

Date: _____, 2014

Grantor:
Old Town Development Lewisville, LLC
a Texas limited liability company

Grantor's Mailing Address:
2241 Veranda Avenue
Trophy Club, Texas 76262

Trustee:

Trustee's Mailing Address:

Lender:
City of Lewisville

Lender's Mailing Address:

Obligation:
Note:

Date: _____, 2014

Original principal amount: \$860,000.00

Borrower: Old Town Development Lewisville, LLC
a Texas limited liability company

Lender: City of Lewisville

Maturity date: As further set out therein

Property (including any improvements):
Described on Exhibit A.

Other Exceptions to Conveyance and Warranty:

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the

Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

Grantor, in consideration of the debt and trust herein mentioned, does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Kellie Fister Stokes, as Trustee, the Property in TRUST to secure payment of the Obligation evidenced by that certain Note of even date herewith, incorporated herein by reference, executed by Grantor and payable to the order of Lender, TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto, unto the said Trustee, and to his substitutes or successors forever. And Grantor does hereby bind itself, and Grantor's successors and assigns to warrant and forever defend the Property unto the said Trustee, his substitutes or successors and assigns forever, against the claim or claims of all persons claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise. The Grantor hereby agrees as follows:

A. Grantor's Obligations

Grantor agrees to—

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
5. notify Lender of any change of address.

B. Lender's Rights and Duties

1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues following any applicable Cure Period, as defined herein, Lender may—
 - a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
 - b. direct Trustee to foreclose this lien after appropriate written notice to Grantor and Grantor's lenders, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - c. purchase the Property at any foreclosure sale by offering the highest bid and

then have the bid credited on the Obligation.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.
8. Written notice of any default under this deed of trust and written notice of the commencement of any action to foreclose or otherwise enforce the provisions hereof must be given to the holder of a Construction Lien (as defined herein), if any, concurrently with or immediately after the occurrence of any such default or commencement.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to any prior lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order—
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
4. be, to the extent allowed by law, indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser, subject to a right of redemption and subject to all liens. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Grantor and any lender that has a secured interest in any improvements on the Property ("Grantor Lender") shall have a right of redemption for one year from the foreclosure date. The right of redemption shall be exercised by Grantor or Grantor Lender within one year by notifying the then owner of the Property in writing it exercises its redemption option and paying the then owner 110% of the price it was sold for at the foreclosure sale.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
5. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
6. Interest on the debt secured by this deed of trust will not exceed the maximum amount of

nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

7. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
8. Grantor may sell, transfer, or otherwise dispose of any Property, without the prior written consent of Lender and the new owner of the Property shall assume this loan.
10. As used herein, the term "*Cure Period*" shall mean (i) with respect to a payment default, thirty (30) days after written notice of such default is given to Grantor, (ii) sixty (60) days after written notice of default is given with respect to non-monetary defaults which can reasonably be cured within sixty (60) days, and (iii) for non-payment defaults which cannot reasonably be cured within sixty (60) days, such additional period of time as may be reasonably necessary to complete the cure so long as Grantor commences the cure and diligently prosecutes it to completion within 180 days after written notice of default is given to Grantor. All notices of default will be deemed to be given when deposited in the U.S. Mail, certified mail, return receipt requested, postage prepaid, addressed to Grantor at its address set forth in this deed of trust, or to such other address as Grantor may hereafter notify Lender as its address for notices under this deed of trust.
11. When the context requires, singular nouns and pronouns include the plural.
12. The term "Note" includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
14. If Grantor and Borrower are not the same person, the term "Grantor" includes Borrower.
15. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
18. The term "Lender" includes any mortgage servicer for Lender.
19. The debt evidenced by the Note is in payment of the purchase price of the Property.
20. Provided that a Default has not occurred and is continuing, Grantor shall be entitled to request a release of any platted lot located in the Property described in Exhibit A attached hereto from the lien of this Deed of Trust upon satisfaction of the following terms and conditions:
 - (a) Grantor shall deliver to Lender a written request for the release of a platted lot together with payment to Lender of the Release Price (herein so called) for the lot to be released, which Release Price shall be a pro-rata proportion of the outstanding Obligation equal to the proportion of the Property being released;
 - (b) Grantor shall pay all expenses arising in connection with the release of such lot, including, without limitation, reasonable attorneys' fees incurred by Beneficiary in connection with such release; and
 - (c) Grantor shall satisfy any other reasonable requirements of Beneficiary.

Grantor:

Old Town Development Lewisville, LLC
a Texas limited liability company

By: _____
_____ / _____

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the ___ day of _____, 2014 by _____, _____ of Old Town Development Lewisville, LLC.

NOTARY PUBLIC, STATE OF TEXAS

Personalized Notary Seal

AFTER RECORDING RETURN TO:

LEGAL DESCRIPTION

1.900 Acres

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 that certain called 1.767 acre tract of land described as Tract 2 in deed to the City of Lewisville, Texas, recorded in Document Number 2001-50038 of the Real Property Records of Denton County, Texas, and being all that certain tract of land described in deed to City of Lewisville, recorded in Document Number 2014-17222 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the east line of Herod Street (60' R.O.W.), at the westerly northwest corner of said 1.767 acre tract, and being the southwest corner of that certain called 0.30 acre tract of land described in deed to Lance Lindley & Jalane Gilbert, recorded in Document Number 2012-32802 of the Real Property Records of Denton County, Texas;

THENCE N 89°31'37" E, with the north line of said 1.767 acre tract, and the south line of said 0.30 acre tract, passing at 100 feet, the southeast corner thereof, and being the southwest corner of that certain called 0.4236 acre tract of land described in deed to Sherry B. Kleinhans, recorded in Document Number 1995-25236 of the Real Property Records of Denton County, Texas, continuing with the south line thereof, passing at 240 feet the southeast corner thereof, and being the southwest corner of that certain tract of land described in deed to Kerry R. Vance, recorded in Volume 839, Page 243 of the Deed Records of Denton County, Texas, continuing with the south line thereof, passing at 330 feet the southeast corner thereof, continuing a total distance of 348.09 feet to a Nail Found in in the west line of said City of Lewisville Tract in Document Number 2014-17222;

THENCE N 00°00'47" E, 44.04 feet with the west line of said City of Lewisville Tract in Document Number 2014-17222, to a 1/2" capped rebar set (G&A Consultants) at the northwest corner thereof, and being on the south line of that certain called 0.166 acre tract of land described in deed to Daniel Tsakonas, recorded in Document Number 2001-62307 of the Real Property Records of Denton County, Texas, from which a 3/8" rebar found bears S 41°28'30" E, 4.3 feet;

THENCE N 89°56'18" E, 103.76 feet with the north line of said City of Lewisville Tract in Document Number 2014-17222, and the south line of said 0.166 acre tract, passing the southeast corner thereof, and being the southwest corner of that certain tract of land described in deed to William Gilbert Parr, recorded in Document Number 2012-12688 of the Real property Records of Denton County, Texas, continuing with the south line thereof, to a 1/2" capped rebar found (Brittain-Crawford) at the northeast corner of said City of Lewisville Tract in Document Number 2014-17222, and being the most northerly northwest corner of said Tract 2;

THENCE S 89°30'38" E, 107.24 feet with the north line of said Tract 2, and the south line of said William Gilbert Parr tract, to a PK Nail found at the southeast corner thereof, and being northeast corner of said Tract 2, and being on the west line of Charles Street (60' R.O.W.);

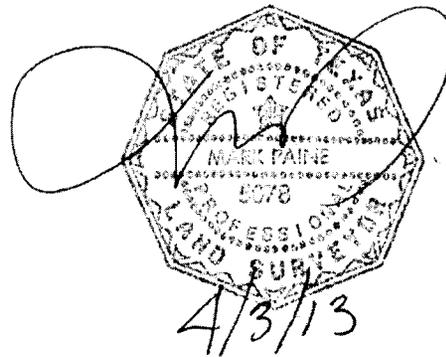
THENCE S 00°18'25" E, 163.45 feet with the east line of said Tract 2, and the west line of said Charles Street, to a 1/2" capped rebar found (Brittain-Crawford) at the north end of a right-of-way dedication to the State of Texas, recorded in Document Number 1995-15060 of the Real Property Records of Denton County, Texas;

THENCE S 44°46'12" W, 14.20 feet with east line of said Tract 2, and the north line of said right-of-way dedication recorded in Document Number 1995-15060, to a 1/2" capped rebar found (G&A Consultants) and a 1/2" capped rebar found (Brittain-Crawford) at the most westerly corner of said right-of-way dedication recorded in Document Number 1995-15060 and being on the north line of Church Street (60' R.O.W.);

THENCE S 89°31'37" W, 535.00 feet with the south line of said Tract 2 and the north line of said Church Street, to a TxDOT Right-of-Way Monument Found at the east corner of a right-of-way dedication to the State of Texas, recorded in Document Number 1995-15062 of the Real Property Records of Denton County, Texas;

THENCE N 45°13'48" W, 21.12 feet with the west line of said Tract 2, and the north line of said right-of-way dedication recorded in Document Number 1995-15062, to a TxDOT Right-of-Way Monument found the most northerly corner thereof, and being on the east line of said Herod Street;

THENCE N 00°00'47" E, 116.96 feet with the west line of said Tract 2, and the east line of said Herod Street, to the POINT OF BEGINNING and containing approximately 1.900 acres of land.



Attachment "D"
DEED RESTRICTION

The Property conveyed herein shall not be used for any purpose other than indoor/outdoor restaurant space and ancillary facilities with a minimum of 15,000 square feet.

The restriction on the Property shall not be altered, amended, or terminated unless such alteration, amendment or termination is approved by a majority vote of the City Council of the City of Lewisville, Denton County, Texas.

The restriction contained herein inures to the benefit of the City of Lewisville, Denton County, Texas and Grantee does hereby grant to the City of Lewisville, Texas, the right to prosecute, at law and in equity, against the person or entity violating or attempting to violate such restriction, either to prevent him, her or it from so doing or to correct such violation and for further remedy the City of Lewisville, Denton County, Texas may withhold the building permit or certificate of occupancy necessary for the lawful use of the applicable lot or lots within the Property until such restriction described herein is fully complied with as determined in the sole opinion of the City of Lewisville, Denton County, Texas.

The City of Lewisville, Denton County, Texas, its successors, and assigns have the right to enforce by any proceeding at law or in equity the restriction imposed upon the Property. Failure to enforce the restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The restriction herein contained shall run with and bind the Property and shall inure to the benefit of and be enforceable by the City of Lewisville, its successors and assigns and shall be effective for a term of fifteen (15) years from the date of the issuance of a certificate of occupancy for the first building on the Property.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into as of April ____, 2014 by and between the City of Lewisville, Texas (“the City”) and Old Town Development Lewisville, LLC, a Texas limited liability company (“OTDL”), and both entities collectively referred to as “PARTIES” in this Agreement.

WHEREAS, the City and OTDL entered into an Economic Development Agreement on March 17, 2014, wherein the City agreed to sell the property, as described in “Exhibit A” (the “Property”), to OTDL and to provide certain other economic development incentives; and

WHEREAS, the City has determined, and OTDL agrees, that public parking on a portion of said Property, as described in “Exhibit B” (the “Parking Parcel”) would serve a public purpose; and

WHEREAS, the Parties desire to enter into this agreement to provide an easement in favor of the City for public access and public parking purposes on the Parking Parcel to ensure that the Parking Parcel is forever available for public parking purposes.

NOW, THEREFORE, in consideration of the foregoing, the PARTIES make the following agreements:

1. At closing on the sale of said Property, OTDL shall grant to the City for the use and benefit of the general public, an irrevocable easement with a right of entry to use the Parking Parcel for pedestrian and vehicular travel, ingress and egress, and vehicular parking, as described in “Exhibit C” (the “Easement”). This Easement shall burden the Property and the interests of OTDL, its successors and assigns and tenants thereof.
2. OTDL shall be responsible, at its sole cost, for all maintenance, cleaning, repairs and appearance of the Parking Parcel and Easement.
3. The terms of this Memorandum of Agreement will be incorporated into the Easement granted by OTDL. The requirements hereof shall be a covenant running with the adjacent property and easement and shall be binding upon the Property, the owners thereof, and their heirs, successors and assigns for the benefit of the general public, the City and its successors and assigns.

This Memorandum of Agreement sets forth the entire understanding of the Parties with respect to the contemplated Easement and may be amended only by a written instrument executed by all Parties.

IN WITNESS HEREOF, the PARTIES hereto have executed this Memorandum of Agreement as of the date first above written.

OLD TOWN DEVELOPMENT LEWISVILLE, LLC
a Texas limited liability company

By: 
Name _____
Title CFO

CITY OF LEWISVILLE, TEXAS



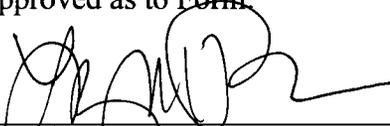
CLAUDE KING, CITY MANAGER

Attest:



JULIE HEINZE, CITY SECRETARY

Approved as to Form:



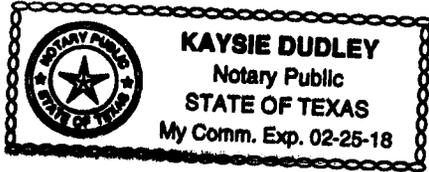
LIZBETH PLASTER, CITY ATTORNEY

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF Denton §

This instrument was acknowledged before me on the 15th day of ~~March~~ ^{April}, 2014, by Christopher Gordon, the CFO of Old Town Development Lewisville, LLC, a Texas limited liability company.



Kaysie Dudley
Notary Public, State of Texas

My Commission Expires:
2-25-18

Exhibit "A"
Property Description

LEGAL DESCRIPTION

1.900 Acres

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 that certain called 1.767 acre tract of land described as Tract 2 in deed to the City of Lewisville, Texas, recorded in Document Number 2001-50038 of the Real Property Records of Denton County, Texas, and being all that certain tract of land described in deed to City of Lewisville, recorded in Document Number 2014-17222 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

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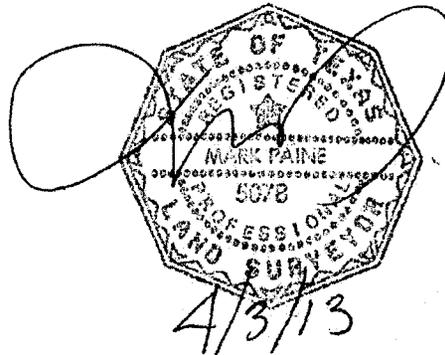
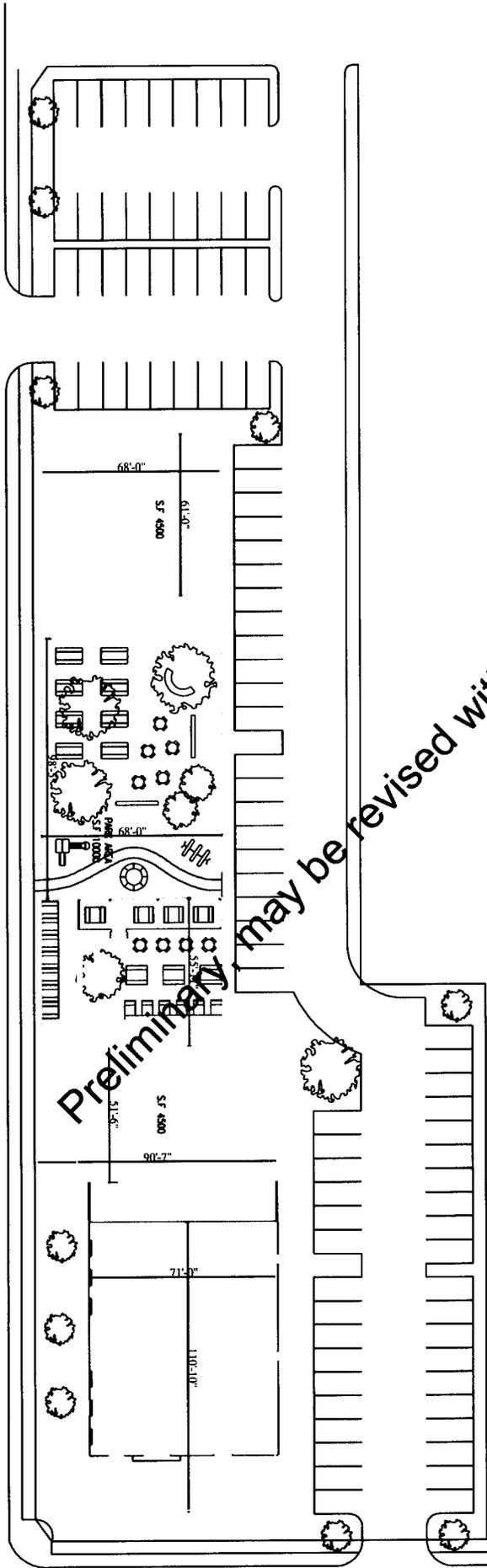


Exhibit "B"
Parking Parcel Description



Preliminary may be revised with final site plan

MEMORANDUM

TO: Donna Barron, City Manager

VIA: Keith Marvin, Director, Public Services

FROM: Karen Emadiazar, Utilities Manager, Public Services

DATE: January 22, 2016

SUBJECT: **Approval of a Professional Services Agreement With Birkhoff, Hendricks & Carter, L.L.P., in the Amount of \$407,470 for Professional Engineering Services for the Design, Construction and Special Services for the Vista Ridge Lift Station Improvements; and Authorize the City Manager to Execute the Agreement.**

BACKGROUND

The Vista Ridge Lift Station has been in service more than 30 years. The station has a 12 million gallon per day (MGD) capacity, consisting of two 6 MGD pumps and one backup pump. Due to their age, the pumps are now experiencing numerous operational issues and lack the necessary replacement parts to make appropriate repairs. Additional improvements to the station are requested with the station upgrade to address electrical and operational upgrades needed to protect the pumps and infrastructure and reduce potential odors. These updates will also improve efficiency, thereby creating a more sustainable system.

ANALYSIS

Funding was approved in the FY16 Budget for engineering design services for improvements of the Vista Ridge Lift Station. Birkhoff, Hendricks, and Carter, L.L.P. was selected to provide the engineering services for the design of replacement pumps, motors, check valves, piping, motor control centers and other electrical, odor control and SCADA system upgrades. The addition of a barscreen is sought to protect the pumps and remove debris from the system. Engineering services are \$407,470, which include total Engineering Services: design, bidding and construction services at a cost of \$343,000; and Special Services: surveying, site plan preparation, geotechnical, quality control services at a cost of \$64,470. Funding is available in Capital Improvements Project U1505. The anticipated design phase for the project is twelve months. Preliminary projected construction and improvement costs for the station improvements are \$4,000,000.

RECOMMENDATION

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

PROFESSIONAL SERVICES AGREEMENT
For
VISTA RIDGE LIFT STATION IMPROVEMENTS

The City of Lewisville, Texas (hereinafter called City), hereby engages Birkhoff, Hendricks & Carter, L.L.P. (hereinafter called Consultant), to perform professional services in connection with design and construction of the Vista Ridge Lift Station Improvements (hereinafter called Project).

I. PROJECT: The Project is described as follows:

The Project involves rehabilitation of the existing Vista Ridge Wastewater Lift Station located along Vista Ridge Parkway in southern Lewisville. The station is a wet-dry well style lift station sized to convey wastewater. Pumps will be sized to meet existing and projected conditions. The new pumps will be controlled by variable frequency drives. The motors for the new pumps will be mounted upstairs and connected to the pumps by steel shafts. An influent rake system, including structure will be designed adjacent to the existing wet well and may encroach an existing dry utility easement by a few feet.

Rehabilitation to include:

- New Pumps
- New Motors & Shafts
- New Check Valves on Discharge Side of Pump
- New Piping on Downstream Side of Wet Well Valves to First Discharge Valve
- New Motor Control Centers (Variable Speed Drives)
- New Switch Gear
- New Interior & Exterior Building Lighting
- New Standby Generator with Day Tank to Run Two Pumps
- New Security Type Window
- Replacement of HVAC Motors, Actuators and Mechanical Vents
- Cleaning and Painting of Walls
- Additional Lighting in Dry Well
- Addition of Rake Upstream of Wet Well
- New Paving to Facilitate Rake
- New Aluminum Gate
- Replacement of Door with Fiberglass Door

- Phasing of Work to Allow Station to Remain in Service
- Review of Electrical Service and Transformer
- Replacement of 2-Inch Waterline to Lift Station and Backflow Preventer
- Replacement of RTU, SCADA Antenna and Coax
- Reconfigure Inlet Piping to Accommodate Rake and Bypass
- Condition Space for Electrical Switchgear with Addition of Walls
- Replace Sump Pump and Controls
- Replace Odor Control System

II. SCOPE OF SERVICE: The scope and phasing of engineering services are defined as:

- A. Preliminary Phase: The Project will begin with various preliminary engineering activities normally associated with the design of wastewater facilities, as outlined more fully in Section III below.
- B. Design Phase: Construction plans and specifications will be prepared.
- C. Construction Phase: Engineering services during construction of Project will consist of working with the successful contractor and reviewing the constructed work for general conformance to plans and specifications, as outlined more fully in Section III below.
- D. Special Services: As the City directs, special engineering services such as those described in Section III below will be performed during the course of the Project.

III. ENGINEERING SERVICES REQUIRED

Engineering services provided under this contract shall be in accordance with provisions of “Guidelines For Consulting Engineers” prepared by the Engineering Division, City of Lewisville, August 1995, which is incorporated as if fully set forth herein. The Consultant will perform professional services which include:

- A. Preliminary Phase: Attend preliminary conferences with the City and other interested parties regarding objectives and priorities of the Project.
- B. Design Phase: Prepare specifications and construction drawings for rehabilitation of the Vista Ridge Lift Station with the addition of a rake upstream of the existing wet well. Design will include civil, architectural, structural and electrical. Prepare opinions of probable cost of proposed construction.

Amend documents as required for approval by the City. Final construction plans shall be furnished on four mill, double matt, mylar sheets measuring 22" x 34" overall dimensions. The City's standard format shall be used. One set of 11" x 17" bond paper originals, shall be provided of the final construction plans. Plans shall be drawn so as to be suitable for half-scale plots. All prints shall be furnished on 22" x 34" pre-cut sheets. Final construction plans shall be "as-built" to reflect comments provided by Contractor and City Inspector conditions. "As-built" plans shall also be furnished.

C. Construction Phase: Engineering services during construction of Project will be as follows:

- 1) Assist the City in advertising the Project for bids.
- 2) Review the bids received and make a recommendation concerning the Project award.
- 3) Make periodic visits to the site (as distinguished from the continuous services of a resident project representative) to observe the progress and quality of the executed work, coordinate the work of the subconsultant performing construction observation and testing, and to determine in general if the work is proceeding in accordance with the contract documents.

In performing these services the Consultant will endeavor to protect the City against defects and deficiencies in the work of the contractor, but it cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

Consultant is not responsible for contractor safety programs or safety plans.

- 4) Consult and advise with the City; issue instructions to the contractor requested by the City; and prepare and issue routine change orders with City's approval.
- 5) Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the contract documents. The contractor is to review and stamp his approval on submittals prior to submitting to Consultant, and review by the Consultant does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety

measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents. Shop drawings will be handled electronically in PDF format.

- 6) Obtain and review monthly and final estimates for payments to the contractor, furnish to the Owner any recommended payments to the contractors and assemble written guarantees which are required by the contract documents.
- 7) Accompany the City on its final inspection of the Project for compliance with the contract documents, and submit recommendations concerning Project status, as it may affect the City's final payment to the contractor.

D. Special Services: Special Services are defined as functions not specifically included under Section III.A – Preliminary Phase, Section III.B – Design Phase, and Section III.C – Construction Phase above. No Special Services will be performed unless authorized by the City. Special Services include:

- 1) Field surveys to collect or verify information required for design, and related office computations and drafting. Set horizontal and vertical control.
- 2) Prepare a Final Plat and an Engineering Site Plan for the lift station due to rake structure being added. These documents shall be in accordance with City's General Development Ordinance.
- 3) Complete deed research and prepare one field note descriptions and exhibits for permanent utility easement.
- 4) Complete a geotechnical investigation for the lift station rake (one 50-foot bore), utilizing the services of Henley-Johnston Associates of Dallas, Texas.
- 5) Through a subcontract with Henley-Johnston, provide materials testing during the construction of the Lift Station.
- 6) Subsurface Utility Locates: Locate utilities aboveground during the design field surveys. Utilize Dig-Tess to locate underground utilities from the surface, picking up markings by field survey. Obtain record drawings when possible from utility companies. Utility locates in the area of the proposed rake are proposed to be completed by a subsurface utility subcontractor.

- 7) Complete construction staking for construction, providing field staking and cut sheets to the City and contractor.
- 8) Appearances before regulatory agencies such as the Texas Commission on Environmental Quality, as directed by City; preparation of applications for regulatory permits or environmental documents; attendance at public hearings.
- 9) Major revision or redrawing of contract drawings after an arrangement of facilities has been approved by the City.
- 10) Travel and subsistence required of the Consultant and authorized by the City to points other than City's office and Project site.

IV. STANDARD OF CARE:

A licensed engineer or registered architect shall perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

V. COMPENSATION

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

Compensation for the performance of professional engineering services in connection with the Project shall be in accordance with Attachment "C"^[PL1] and as follows:

- A. Basis of Compensation: For services described under Section III, Subsection A - Preliminary Phase, Subsection B - Design Phase and Subsection C - Construction Phase, City agrees to pay Consultant the not to exceed lump sum amount of \$343,000.00.

For services described under Section III, Subsection D – Special Services, City agrees to pay Consultant on the basis of 2.40 times salary cost (the cost of salaries plus payroll burden), plus 1.15 times reimbursable expenses (expenses, other than salary cost, which are authorized by the City), with the following exception: Consultant’s Surveying Crew shall be charged at a rate of \$165/crew hour. The amount for Special Services is estimated not to exceed \$64,470.00.

- B. Maximum Limit on Compensation: Total compensation for Engineering Services described, plus Special Services listed herein, shall not exceed \$407,470.00, unless this agreement is amended to allow such change.
- C. Procedures for Invoicing and Payment: Consultant will invoice City monthly in amounts based on percent complete and on hours worked and expenses incurred; the form and content of invoices shall be as described under Item 3 of the Procedural Requirements from City’s Guidelines for Consulting Engineers. When invoices meet requirements regarding form and content, City agrees to promptly make payment and to pay an interest charge on all invoiced amounts not paid within 30-days from the date of the receipt of the invoice.

VI. 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.

VII. REUSE OF DOCUMENTS

All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys’ fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

VIII. 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.

IX. INDEMNIFICATION

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

X. TERMINATION

This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs VII, VIII and IX above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days. Termination shall not relieve the City of the obligation to pay for all approved invoices for Consultant's services provided to the City prior to the termination.

XI. 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.

XII. PROTECTION OF RESIDENT WORKERS

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

XIII. IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

XIV. 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.

XV. 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.

XVI. DISCLOSURE

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

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

XVII. CLOSURE

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

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

By: _____
Donna Barron, City Manager

Date: _____

Attest: _____
Julie Heinze

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
A Texas Limited Liability Company
Texas Board of Professional Engineers Firm No. 526
Texas Board of Professional Land Surveyors Firm No. 100318-00

By:  _____
John W. Birkhoff, P.E., Managing Partner

Date: 2/11/16 _____

Attest:  _____

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

ATTACHMENT “A”

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES PROJECTS / CONSULTANTS

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

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

ISO Form Number GL 00 01 (Ed 10 01) covering Comprehensive General Liability . “Occurrence” form only, “claim made” forms are unacceptable except for professional liability.

Workers’ Compensation insurance as required by the Labor Code of the State of Texas, including Employers’ Liability Insurance.

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.

Professional Liability Insurer.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for:

- Premises – Operations
- Broad Form Contractual Liability
- Products and Completed Operations
- Personal Injury
- Broad Form Property Damage

NOTE: The aggregate loss limit applies to each project.

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.

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

Professional Liability - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

General Liability and Automobile Liability Coverage

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.

The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.

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.

Workers' Compensation and Employer's Liability Coverage

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

All Coverage

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

Professional Liability

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

Contractor covenants to save, defend, keep harmless and indemnify the City, its officers, officials, employees or volunteers (collectively the “City”) from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Contractor’s actions, performance, or operations relating to contract, including any and all sub-contractors involved in the contract.

H. PROOF OF INSURANCE

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

ATTACHMENT “B”

ESTIMATED PROJECT SCHEDULE

	MONTHS															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Field Survey																
Preliminary Plans																
City Review																
Final Plans																
Prepare ROW Documents																
Bidding and Award																
Construction (12 Months)																

ATTACHMENT "C"

ESTIMATED ENGINEERING COSTS

- The lump sum fee for Engineering Services is calculated as follows:

$$\text{Lift Station: } \$4,000,000.00 \times 8.58\% = \$343,000.00$$

- For per diem compensation, for items described in Section III.D – Special Services is salary cost times a factor of 2.40 is proposed for these services, with direct non-payroll costs reimbursed at 1.15 times actual cost. Break down of Lump Sum (Items III.A, III.B, and III.C):

Lift Station:

Preliminary Phase	\$173,000
Design Phase	\$115,000
Construction Phase	<u>\$55,000</u>
	\$343,000

Actual salary costs will be used for billing (except the Survey Crew which will be billed at \$165/hr.). Typical hourly billing rates are:

Project Manager	\$250 /hr.
Engineer	\$190 /hr.
Engineer-in-Training	\$125 /hr.
Senior Technician	\$150 /hr.
Technician	\$122 /hr.
Senior Word Processor	\$120 /hr.
Survey Crew (2 persons w/Robotic Data Collector)	\$155 /hr.

Typical expenses will be billed as follows:

Automobile	IRS Limit (approx.. 0.55¢/mile)
Other Expenses	Invoice Cost plus 15%

- To summarize, Compensation for ENGINEERING SERVICES, based on lump sum compensation is estimated to be \$343,000.00 for services involved as described in Section III.A - Preliminary Phase, Section III.B – Design Phase, and Section III.C - Construction Phase.

SUBTOTAL: ENGINEERING SERVICES \$343,000.00

- For SPECIAL SERVICES (those listed separately in the reference, and not part of the Engineering Services), it is reasonable to estimate the time and costs involved and apply appropriate multipliers.

Surveying for Design:

Survey Crew	@	16 -hrs.	x	\$155	=	\$2,480
Sr. Technician	@	4 -hrs.	x	\$150	=	\$600
						\$3,080

Preparation of Engineering Site Plan:

Project Manager	@	32 -hrs.	x	\$250	=	\$8,000
Sr. Technician	@	80 -hrs.	x	\$150	=	\$12,000
Word Processor	@	4 -hrs.	x	\$120	=	\$480
Auto & Miscellaneous Expenses					=	\$200
						\$20,680

Preparation Easement Documents (1-Document):

Project Manager	@	2 -hrs.	x	\$250	=	\$500
R.P.L.S.	@	2 -hrs.	x	\$240	=	\$480
Sr. Technician	@	8 -hrs.	x	\$150	=	\$1,200
Word Processor	@	2 -hrs.	x	\$120	=	\$240
Auto & Miscellaneous Expenses					=	\$200
						\$2,620

Geotechnical Services for Lift Station Design:

Subcontract with Henley-Johnston					=	\$5,000
----------------------------------	--	--	--	--	---	----------------

Quality Control Services on Project:

Subcontract with Henley-Johnston					=	\$20,000
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Surface Utility Search:

Project Manager	@	2 -hrs.	x	\$250	=	\$500
Engineer	@	4 -hrs.	x	\$190	=	\$760
Sr. Technician	@	4 -hrs.	x	\$150	=	\$600
Word Processor	@	4 -hrs.	x	\$120	=	\$480
Contract Field Work					=	\$9,490
						\$11,830

Construction Staking:

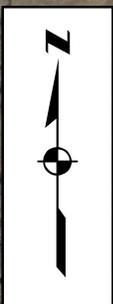
Survey Crew	@	6 -hrs.	x	\$160	=	\$960
Sr. Technician	@	2 -hrs.	x	\$150	=	\$300
						\$1,260

SUBTOTAL: SPECIAL SERVICES

\$64,470.00

GRAND TOTAL: ENGINEERING & SPECIAL SERVICES (Not To Exceed)

\$407,470.00



PROJECT
LOCATION

LAKE VISTA DR

CITY OF COPPELL

CITY OF LEWISVILLE

LOCATION MAP FOR
VISTA RIDGE LIFT
STATION IMPROVEMENTS
PS1

MEMORANDUM

TO: Todd White, Purchasing Manager

FROM: Pamela Sarvis, P.E., Project Manager

DATE: January 29, 2016

SUBJECT: Approval of a Bid Award for the FM544 Utility Relocations Improvement Project to Four Star Excavating, Dallas, Texas, in the Amount of \$299,301.45; Which Includes \$14,252.45 for Contingencies; and Authorization for the City Manager to Execute the Contract.

BACKGROUND

Bids were received on January 21, 2016 for the construction of the FM544 Utility Relocations Improvement project consisting of water line and sanitary sewer relocations on the north side of FM544 between Old Denton Road and Windhaven Parkway and a water line crossing underneath FM 544 in front of Killian Middle School due to the TxDot expansion of FM544. The project consists of relocating existing 12" water line and 8" sewer main out of the newly expanded TxDot right of way into recently acquired water and sewer line easements and lowering the existing 8" water line crossing FM544 in front of the Killian Middle School for future TxDot pavement improvements. The project includes repair of existing concrete paving and turf replacement where disturbed. Funding was established through an agreement with TxDot to reimburse the City for all utility relocations into new easements where the new State right of way encroached into existing City easements.

ANALYSIS

It is requested that this item be presented to the City Council on February 15, 2016 with a recommendation to award the construction contract to Four Star Excavating with offices in Dallas, Texas, in the amount of \$299,301.45 which includes a contingency in the amount of \$14,252.45. The engineer's estimate was \$419,778.00. Staff contacted Four Star Excavating to confirm the bid numbers given the wide spread in bids submitted with Atkins Brothers submitting a bid of over \$874,000. Four Star indicated they were comfortable with their bid and did not leave anything out. Four Star Excavation has completed other similar projects in Lewisville without significant problems including Purnell Sanitary Sewer, Phase 3 and Bellaire Heights Utility Replacement.

Funding is available in the FM544 Utility Relocations Project Accounts, Project No. U1304.

The contract time is 180 calendar days and liquidated damages are \$500 per day. A location map is attached.

Subject: Westwood Estates II Improvements
January 29, 2016
Page 2

RECOMMENDATION

It is City staff's recommendation that the City Council approve the bid award for the FM544 Utility Relocations Improvement project as set forth in the caption above, and authorize the City Manager to execute the contract.

**CITY OF LEWISVILLE
PURCHASING DIVISION
BID TABULATION
BID NO. 16-05-C
FM544 UTILITY RELOCATIONS**

**FOUR STAR EXCAVATING
DALLAS, TEXAS** **\$299,301.45**

SABER DEVELOPMENT CORP.
DALLAS, TEXAS \$344,836.28

AVANTI CONSTRUCTION, LLC
LEWISVILLE, TEXAS \$413,179.20

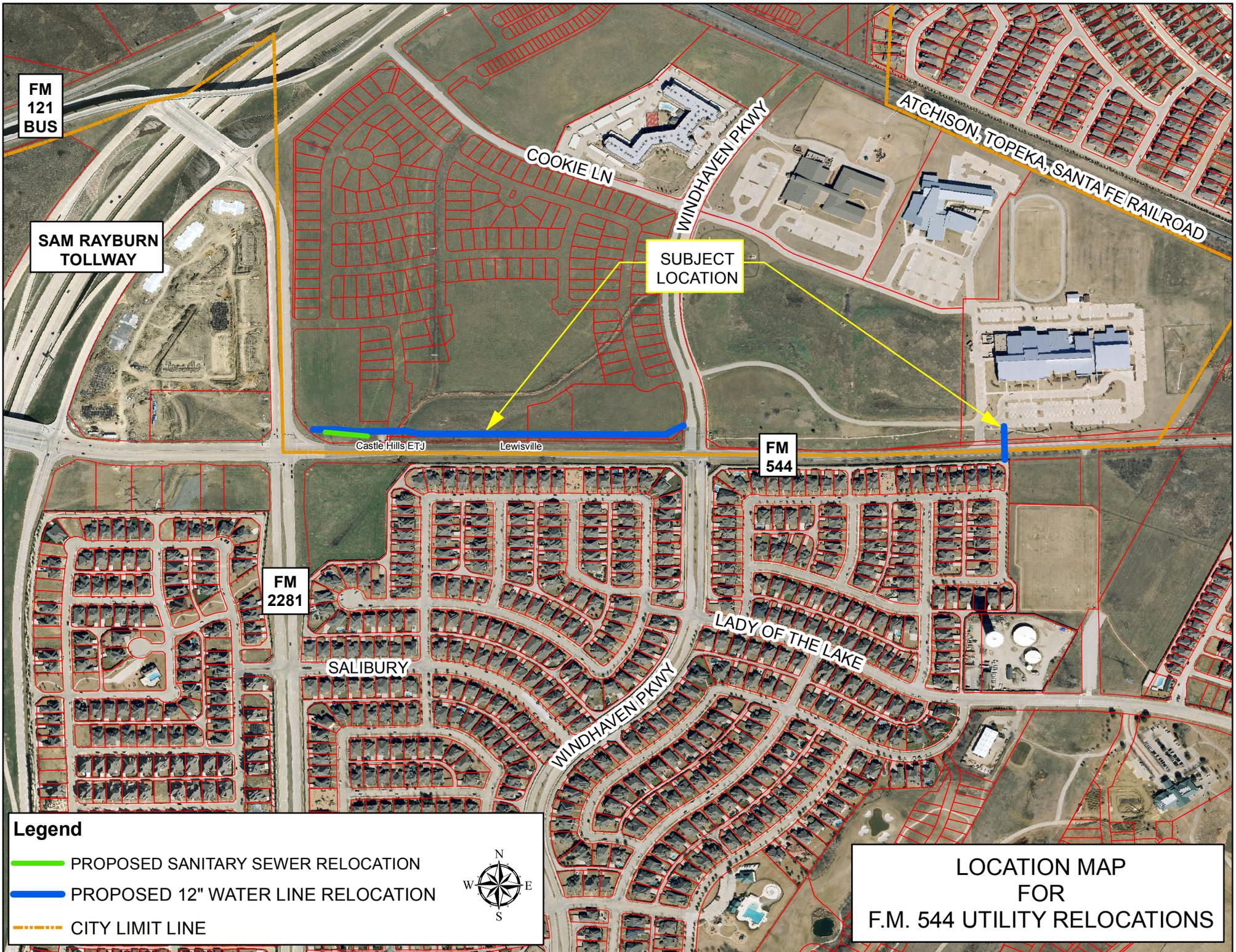
CANARY CONSTRUCTION
COPPELL, TEXAS \$494,536.35

SYB CONSTRUCTION CO., INC.
IRVING, TEXAS \$521,804.85

NACC, INC.
ARLINGTON, TEXAS \$599,367.83

JOHN BURNS CONSTRUCTION
COMPANY OF TEXAS, INC.
LEWISVILLE, TEXAS \$655,767.00

ATKINS BROS
EQUIPMENT CO., INC.
MIDLOTHIAN, TEXAS \$874,338.15



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: January 29, 2016

SUBJECT: **Approval of the Annual Arbitrage Rebate Reports From First Southwest Company Showing no Arbitrage Liability.**

BACKGROUND

First Southwest Company has completed the annual calculation of the arbitrage liability for each of the City's general obligation and revenue bond issues subject to rebate for the period ending September 30, 2015. The calculations were performed under the Arbitrage Rebate Agreement between the City of Lewisville and First Southwest Company.

Arbitrage rebate rules require that all interest earnings from the investment of the gross proceeds of a bond issue in excess of the amount that could have been earned if the yield on the investment had been equal to the yield on the bonds be remitted to the Federal government every five years from the date of the issue until the final maturity date. Arbitrage calculation is a very specialized function that requires ongoing knowledge of the U.S. tax code regulations. The tax code regulation pertaining to arbitrage is constantly being modified in some respect, requiring an understanding of the rules that apply on the delivery date of each bond issue to insure compliance with the arbitrage calculation requirement. Failure to comply with requirements could result in the loss of a bond issue's tax exemption. First Southwest Company provides arbitrage compliance services to over 475 clients across 23 states, comprising more than 2,800 bond issues with an aggregate par value of approximately \$160 billion.

ANALYSIS

The report indicates no arbitrage liability for all bond issues as of September 30, 2015, meaning that earnings on investments have been less than the bond yield. Arbitrage regulations, except for rare instances, require that each issue's arbitrage calculation be considered on its own and not as an overall total netting negative and positive arbitrage to arrive at the liability amount.

Appropriations from available bond and other fund cash balances are required to pay the arbitrage compliance calculation fees. Arbitrage liabilities are recalculated every year and on bond issues' five-year anniversaries and final maturity dates. Payment of the liabilities will only be required if the issues have a positive liability on a five-year anniversary or final maturity dates.

Subject: Arbitrage Rebate Reports
January 29, 2016
Page 2

RECOMMENDATION

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

City of Lewisville, Texas
Summary of Rebatable Arbitrage and Yield Restriction
Fiscal Year Ended September 30, 2015

(Issues delivered prior to May 25, 2005, which are not presented herein, no longer require calculations)

Final Numbers *

Delivery Date	Par Amount	Issue Description	Bond Yield	Rebatable Arbitrage/Yield Restriction	Rebatable Arbitrage/Yield Restriction	Upcoming IRS Dates**	
				9/30/2014	9/30/2015	Next IRS Calculation Date	Next IRS Payment Date
5/25/2005	11,475,000	WW&SS Rev Rfdg & Imprv Bonds, Series 2005	3.841249%	(294,702.96)	(331,794.43) (1)	---	---
5/25/2005	14,445,000	GO Refunding & Imprv Bonds, Series 2005	3.817672%	(112,313.98)	(125,096.23) (1)	---	---
6/14/2006	6,805,000	General Obligation Bonds, Series 2006	4.406256%	(276,810.55)	(294,177.56)	2/15/2016	4/15/2016
6/14/2006	4,000,000	WW&SS Revenue Bonds, Series 2006	4.509184%	(180,303.04)	(200,322.70)	2/15/2016	4/15/2016
6/20/2007	18,725,000 18,180,000 8,040,000 <u>44,945,000</u>	GO Refunding & Improvement Bonds, Series 2007 and Combination Tax & Revenue CO, Series 2007A and Combination Tax & Revenue CO, Series 2007B <i>(issues combined for tax purposes) Combined Liability:</i>	4.252662%	(2,341,925.98)	(2,504,728.09)	6/20/2017	8/21/2017
6/18/2008	10,300,000	WW&SS Revenue Bonds, Series 2008	4.047592%	(1,659,560.21)	(1,829,890.36)	---	---
6/18/2008	8,715,000	General Obligation Bonds, Series 2008	4.072652%	(1,436,822.85)	(1,734,176.02)	---	---
7/1/2009	5,430,000	General Obligation Bonds, Series 2009	3.691942%	(759,576.89)	(809,283.06)	---	---
7/1/2009	11,900,000	WW&SS Revenue Bonds, Series 2009	3.779832%	(2,007,051.67)	(2,327,612.96)	---	---
4/1/2010	9,600,000	General Obligation Refunding Bonds, Series 2010	2.670488%	(175,105.33)	(181,865.94)	---	---
4/21/2011	13,465,000	WW&SS Revenue Rfdg & Imprv Bonds, Series 2011	3.018784%	(1,045,480.03)	(1,321,241.22)	4/21/2016	6/20/2016

City of Lewisville, Texas
Summary of Rebatable Arbitrage and Yield Restriction
Fiscal Year Ended September 30, 2015

(Issues delivered prior to May 25, 2005, which are not presented herein, no longer require calculations)

Final Numbers *

Delivery Date	Par Amount	Issue Description	Bond Yield	Rebatable Arbitrage/Yield Restriction 9/30/2014	Rebatable Arbitrage/Yield Restriction 9/30/2015	Upcoming IRS Dates**	
						Next IRS Calculation Date	Next IRS Payment Date
6/14/2012	25,750,000	General Obligation Rfdg & Imprv Bonds, Series 2012	2.199887%	(1,041,637.96)	(1,216,397.14)	6/14/2017	8/14/2017
6/14/2012	5,925,000	WW&SS Revenue Rfdg & Imprv Bonds, Series 2012	2.263274%	(255,259.56)	(274,079.76)	6/14/2017	8/14/2017
6/19/2013	12,455,000	General Obligation Bonds, Series 2013	2.242857%	(314,117.50)	(525,471.90)	---	---
6/19/2013	5,205,000	WW&SS Revenue Bonds, Series 2013	2.333087%	(155,452.62)	(262,083.53)	---	---
8/19/2015	21,085,000	General Obligation Refunding Bonds, Series 2015		N/A	(2)	---	---
8/19/2015	11,750,000	WW&SS Revenue Rfdg & Imprv Bonds, Series 2015		N/A	(2)	---	---
Total Cumulative Liability				<u>\$0.00</u>	<u>\$0.00</u>		

(1) Represents liability at the final maturity calculation date of August 25, 2015.

(2) FirstSouthwest to analyze at fiscal year ended September 30, 2016.

**Unless otherwise noted, all liabilities represent annual estimations of the rebate and yield restriction amounts as of your current fiscal year end.*

***Next IRS Payment Date represents potential payments that are upcoming in the next two years from the current fiscal year end. Actual IRS Calculation Dates and Payment Dates may be accelerated as a result of refundings/defeasances occurring after the date of this summary.*

MEMORANDUM

TO: Donna Barron, City Manager

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

FROM: Karen Emadiazar, Utilities Manager, Public Services

DATE: February 8, 2016

SUBJECT: **Approval of a Contract Award for two Copper Ion Generators to ONG Consulting, LLC, of Wichita Kansas, in the Amount of \$180,387; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

In August 2015, the engineering services of HDR Engineering, Inc. were contracted to provide the engineering design for a Copper Ion Generation System. On February 4, 2016, proposals were received for the purchase of two industrial grade Copper Ion Solution Generators with all associated parts and hardware to be installed at the Raw Water Intake Structures. These units will provide a very low dosage (parts per billion) to inhibit Zebra Mussel attachment and growth. Copper Ion Generation was selected as one of a multi-part strategy to protect these structures.

ANALYSIS

Two proposals were received for the Copper Ion Generator project; these were evaluated based on a weighted metric comprised of 50% Cost, 15% Manufacturer's Experience and 35% Product Evaluation. Based on this scoring system, 89 points was assigned to ONG Consulting LLC, and 82 points to Macrotech, Inc.

ONG Consulting had an overall lower price of \$180,387 giving them all 50 points, as compared to Macrotech Inc. with a total cost of \$192,400. In evaluating manufacturer's experience, Macrotech Inc. received 12.5 of the possible 15 points based on their twenty-five years of experience and number of water plant installations. Product evaluation scoring included product references; operational, maintenance, process control and the functional capabilities of the unit. Reference responses indicated a level of dissatisfaction with the Macrotech's product and service levels. Some of Macrotech's clientele have migrated to ONG, and provided complimentary input for ONG's product and responsiveness. ONG's Copper Ion generation system has a smaller anode system, and automation/process control capabilities that will provide lower electrical, maintenance and replacement costs.

Subject: ONG Consulting, LLC

February 8, 2016

Page 2 of 2

Based on the committee's evaluation ONG Consulting has the best responsible bid, considering the protection of the City's drinking water and infrastructure, and ensuring best product application to meet quality standards. This installation should be complete June 15, 2016. Funding is available in the Capital Generator Project Account.

RECOMMENDATION

It is City staff's recommendation the City Council approve the contract award as set forth in the caption above in the amount of \$180,387.

CITY OF LEWISVILLE
PURCHASING DIVISION
EVALUATION OF RFP# 16-14-Z

ONG CONSULTING LLC
WICHITA, KS

MACROTECH, INC.
SCARSDALE, NY

COST	50%	\$180,387.00	50	\$192,400	47
EXPERIENCE	15%		7.5	12.5	
PRODUCT EVALUATION	35%		31	23	
TOTAL			89	82	



February 9, 2016

City of Lewisville
Attn: Karen Emadiazar
Utilities Manager
1100 N. Kealy, Suite D
Lewisville, TX 75057

RE: Copper Ion Generator Implementation
City of Lewisville RFP 16-14-Z Evaluation

Ms. Emadiazar,

We completed our review of the proposals received from MacroTech, Inc. and ONG Consulting, LLC for the Copper Ion Generators (City RFP No. 16-14-Z) as requested by and communicated to the City for your use in evaluating the proposals. Upon receipt of the project experience and reference information from each proposer (requested and received prior to 12:00 pm Central Standard Time on Tuesday, February 2, 2016 per Addendum No. 1), HDR contacted a number of the provided references to obtain feedback regarding their respective projects. HDR checked each proposal to confirm the information that was submitted, reviewed the technical content and any noted exceptions relative to the technical specification requirements, and reviewed each manufacturer's responses to the "Proposal Questionnaire". Based on our review, there are no apparent items that preclude the selection of either manufacturer.

If you have any additional questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Robert W. Hoffman".

Robert W. Hoffman

HDR Engineering, Inc.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Steven L. Bacchus, Assistant City Manager

DATE: February 12, 2015

SUBJECT: **Authorization to Submit a Letter in Protest to the Bureau of Land Management Regarding the Proposed Competitive Sale of Oil and Gas Leases for Approximately 259 Acres in and Adjacent to Lewisville Lake.**

BACKGROUND

On January 27, 2016, staff was forwarded an email regarding the competitive oil and gas lease sale scheduled for April 20, 2016. The notice was issued from the Bureau of Land Management (BLM) New Mexico State Office in Santa Fe, New Mexico. The document indicates the sale will be conducted as an oral auction in Santa Fe on April 20, 2016. Protest letters or documentation must be submitted by fax or mail on or before February 18, 2016.

In addition to the email that was sent to KLB from an adjunct professor at North Lake College and then forward to City staff, two other emails were received. Mr. Dick Guldi, Dallas Sierra Club and Rita Beving, Clean Water Action/Clean Water Fund sent emails to staff and Council requesting Lewisville oppose the sale of the oil and gas lease in Lewisville Lake.

Staff contacted Dallas Water Utilities (DWU), Cities of Denton and Highland Village and Upper Trinity Regional Water District (UTRWD) regarding this issue. DWU on February 9, 2016 and Highland Village on February 10, 2016 both submitted letters of protest to the BLM. It is our understanding that UTRWD and the Cities of Carrollton and Denton will also be submitting letters to the BLM.

ANALYSIS

The main reason to protest this particular sale is based upon water quality concerns. Lewisville contracts with DWU all water supplies which includes: (a) untreated water from Lewisville Lake which is then treated at the Lewisville Water Treatment plant; and, (b) treated water from DWU Elm Fork Water Treatment plant in Carrollton, which water is then distributed throughout the City of Lewisville. The source of water at the DWU Elm Fork Water Plant also comes from Lewisville Lake. Any contamination or even the potential risk of contamination is of vital concern to staff and the safety of our water consumers.

Several entities and organizations have identified another reason of protest which relates to the integrity of Lewisville Dam and recent comments concerning fracking operations. The United States Army Corps of Engineers (COE) has specific rules (stipulations) in place to restrict “no surface occupancy and no drilling” within 3,000 feet of prime facilities which includes the dam, spillway and other related structures.

As of this writing, additional cities in North Texas have indicated their preparation of letters of support of the DWU letter and protest of the sale of oil and gas lease for the above identified parcel in and around Lewisville Lake.

Staff has prepared a letter to officially protest the lease sale and recommends BLM withdraw the parcel identified as NM-201604-043 from the proposed competitive oil and gas lease sale scheduled for April 20, 2016. Staff also supports DWU in their response to the BLM to protect water quality and integrity of the water supply for its wholesale and retail water customers.

RECOMMENDATION

It is City’s staff recommendation that Council authorize the submission of a letter of protest to the BLM as set forth in the above subject matter.

February 15, 2016

via FACSIMILIE (505) 954-2010 and Regular U.S. Mail

Amy Leuders, Director
Bureau of Land Management
New Mexico State Office
301 Dinosaur Trail
Santa Fe, New Mexico 87508

Bureau of Land Management
New Mexico Office
P.O. Box 27115
Santa Fe, New Mexico 87502-0115

**RE: City of Lewisville's Protest of Proposed Auction of Oil and Gas Lease
Parcel NM-201604-043**

Dear Ms. Leuders:

This letter is being submitted on behalf of the City of Lewisville, Texas ("Lewisville") to protest the proposed auction by the Bureau of Land Management ("BLM") of an oil and gas lease on Parcel NM-201604-043 comprising approximately 259 acres in and adjacent to Lewisville Lake, Denton County, Texas (the "Lewisville Lake Property"). The Lewisville City Council met in regular session on February 15, 2016, and authorized submission of this letter of protest. Lewisville hereby requests that BLM withdraw the Lewisville Lake Property from its April 20, 2016 auction.

Lewisville is protesting the proposed lease of the Lewisville Lake Property for the following reasons:

- Lewisville Lake is Lewisville's only supply source of water through wholesale agreements with Dallas Water Utilities. Oil and gas production, including fracking, at the Lewisville Lake Property poses a potential risk to surface water quality.
- The effects of oil and gas production, including fracking, on the longevity of Lewisville Dam have not been adequately considered. The Corps of Engineers has proposed to modify features at Lewisville Dam to reduce risks associated with dam operation and to extend the longevity of the dam. Although Lewisville does not anticipate imminent failure of Lewisville Dam, Lewisville does not support oil and gas production at the Lewisville Lake Property.

Both the City of Dallas and the City of Highland Village have submitted letters of protest with regard to the proposed sale of an oil and gas lease on the Lewisville Lake Property. Lewisville joins the cities of Dallas and Highland Village and incorporates their reasons for protesting said oil and gas lease sale on the Lewisville Lake Property.

For the reasons listed above, Lewisville submits this protest to the proposed sale of an oil and gas lease on the Lewisville Lake Property and requests that BLM withdraw the Lewisville Lake Property (Parcel NM-201604-043) from the April 20, 2016 auction. If you have any questions, please contact Donna Barron, City Manager, at (972) 219-3451.

Sincerely,

Rudy Durham, Mayor
City of Lewisville, Texas

C: Donna Barron, City Manager

Attachments: City of Dallas Letter of protest dated February 9, 2016
City of Highland Village Letter of protest dated February 10, 2016

Memorandum



CITY OF DALLAS

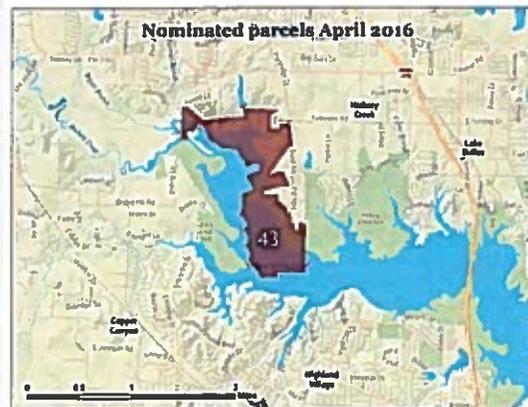
Date: February 9, 2016

To: The Honorable Mayor and Members of the City Council

Subject: Lake Lewisville Mineral Rights Lease

You may have recently seen in the newspaper or have heard that the U.S. Department of Interior Bureau of Land Management (BLM) will sell a 10-year mineral rights lease for a section of Lake Lewisville in an auction in Santa Fe, New Mexico on April 20.

The April 20, 2016 auction includes 43 parcels of land of which 32 are located in Texas. The Lake Lewisville parcel is 258.90 acres located along the Hickory Creek arm of Lake Lewisville along the north shoreline and west of I-35E as depicted in the figure to the right. In a conversation with the U.S. Army Corps of Engineers (Corps) there have been previous federal mineral leases awarded around Lake Lewisville including the Hickory Creek arm of the reservoir.



We did not receive any formal notification from the Corps or the BLM. We understand the only formal notice to the public was an online posting the BLM website. Notifying the City is not a part of BLM's rights leasing process. We learned about the mineral rights lease from a wholesale customer about a week ago. Since that time, staff has worked with the City Attorney's office to develop the attached comments and issues for a protest letter to be filed with BLM. Comments are due to the BLM no later than February 18, 2016. Based on comments received by the BLM, the BLM could add a stipulation to the lease, defer the sale, or delete the parcel from the sale.

Staff is also in contact with the U.S. Army Corps of Engineers to understand their perspective on the impact of the proposed lease on the Lake Lewisville Dam.

Please let me know if you have any questions or need additional information.


Mark McDaniel
Assistant City Manager

Attachment

c: A.C. Gonzalez, City Manager
Warren M.S. Ernst, City Attorney
Craig D. Kinton, City Auditor
Rosa A. Rios, City Secretary
Daniel F. Solis, Administrative Judge
Ryan S. Evans, First Assistant City Manager

Jill A. Jordan, P.E., Assistant City Manager
Joey Zapata, Assistant City Manager
Jeanne Chipperfield, Chief Financial Officer
Eric D. Campbell, Assistant City Manager
Sana Syed, Public Information Officer
Elsa Cantu, Assistant to the City Manager



**dallas water utilities
city of dallas**

February 9, 2016

Via fax (505-954-2010) and U.S. mail

Amy Leuders, Director
Bureau of Land Management
New Mexico State Office
301 Dinosaur Trail
Santa Fe, New Mexico 87508

Bureau of Land Management
New Mexico Office
P.O. Box 27115
Santa Fe, New Mexico 87502-0115

Re: Dallas Water Utilities' protest pursuant to 43 C.F.R. § 3120.1-3 of proposed auction by Bureau of Land Management ("BLM") of Parcel NM-201604-044 comprising approximately 259 acres in and adjacent to Lewisville Lake, Denton County, Texas (the "Lewisville Lake Property")

Dear Ms. Leuders:

I am the Director of Dallas Water Utilities (DWU), a department of the City of Dallas. DWU provides water and wastewater services to about 2.4 million people in Dallas and 27 nearby communities. One of DWU's primary water supply sources is Lewisville Lake in Denton County, Texas. DWU's service area extends to almost all of Denton County either directly or through its wholesale customers. As you may know, the U.S. Army Corps of Engineers ("Corps") operates Lewisville Lake to store DWU's water under a 1953 agreement with the City of Dallas. Pursuant to Article 3 of that agreement, the City has a "right to protect its water supply."

Although I regularly interact with the Corps and other federal agencies, I only recently discovered that the BLM will be conducting an oil and gas competitive lease sale in Santa Fe, New Mexico on April 20, 2016, which will include the Lewisville Lake Property. *See* BLM Notice of Competitive Lease Sale, Oil and Gas (January 20, 2016) (the "BLM Notice"). I am concerned that the proposed BLM action will interfere with DWU's mission to serve while protecting the health and safety of Dallas citizens and DWU's wholesale customers. In order to protect the public safety and water supply at Lewisville Lake, DWU hereby requests that the BLM withdraw the Lewisville Lake Property from its April 20, 2016 auction as authorized in the BLM Notice. This is the prudent course of action and consistent with the BLM's authority to "withdraw any and all parcels before the sale begins." *See* BLM Notice at p. iii.

Oil and gas production at the Lewisville Lake Property poses a significant risk to surface water quality. Surface water in the area in and around the land proposed to be auctioned flows

Our Vision: To be an efficient provider of superior water and wastewater service and a leader in the water industry.

directly to Lewisville Lake. As a result, any spills or releases of oil and gas waste and their hazardous components have the potential to impact the drinking water of Dallas residents and DWU's wholesale customers. These direct impacts from oil and gas activities have not been adequately studied and represent an unacceptable level of risk to DWU. Hydraulic fracturing, a process often used in conjunction with directional drilling to make oil and gas wells productive, and related wastewater disposal is associated with an increased risk of seismicity. The BLM Notice (at 45) includes a stipulation from the Corps that appears to encourage "directional drilling" adjacent to and underneath Lewisville Lake for the proposed lease.

In a recent guidance document, the U.S. Environmental Protection Agency ("EPA") concluded that proximity of hydraulic fracturing activities to a drinking water resource increases the potential for impacts and that residents and drinking water resources are most likely to be affected by potential impacts. *See* U.S. EPA's draft "Assessment of the Potential Impacts of Hydraulic Fracturing for Oil and Gas on Drinking Water Resources" (June 2015). The potential impacts are both above and below ground, including "water withdrawals in times of, or in area with, low water availability; spills of hydraulic fracturing fluids and produced water; . . . below ground migration of liquids and gases; and inadequate treatment and discharge of wastewater." *Id.* at ES-6. The EPA further noted that in 151 spills from oil and gas production, surface water supplies were contaminated 9% of the time. *Id.* at ES-13. Property under and adjacent to Lewisville Lake is particularly high risk because of its proximity to large drinking water supply.

More specifically, the federally required Environmental Assessment ("EA") performed by BLM on October 2015 identifies a number of risks to drinking water supplies that would result from the auction sale of the Lewisville Lake Property, including the following:

- Increased surface runoff and off-site sedimentation brought about by soil disturbance.
- Increased salt loading and water quality impairment of surface waters.
- Contamination of surface waters by produced water.

EA at 56-58. The EA further recognizes that "hazardous and/or solid wastes may be used during the development phase," EA at 42, and "exploration/development of the proposed lease could have result in the introduction of hazardous and non-hazardous substances to the site." EA at 66.

Because of the environmental risks to surface water supplies resulting from the proposed oil and gas production adjacent to and under Lake Lewisville, DWU requests that the BLM withdraw the Lewisville Lake Property from its April 20, 2016 auction.

Risks to the integrity of Lewisville Dam have not been adequately considered. The Corps acknowledged that the Lewisville Dam is "high risk." *See* USACE Dam Safety Facts for Lewisville Dam (November 2015). The Corps is currently working diligently to address the Lewisville Dam safety issues. Nevertheless, DWU is very concerned about sending the

February 9, 2016

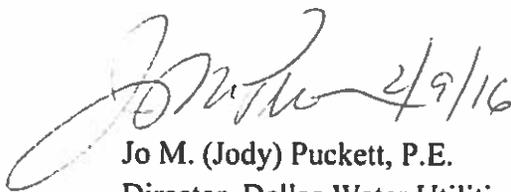
Page 3 of 3

Lewisville Lake Property to auction without consideration of crucial public safety issues. The EA performed by the BLM fails to account for any public safety or environmental impacts related to dam safety of the Corps' known issues at Lewisville Lake, so it is unclear whether the BLM properly considered the risks to Lewisville Dam. In addition, the Corps' current guidance for oil and gas activities in proximity to its dams, levees, and other facilities does not account for a dam with known safety issues, such as Lewisville Dam. Although DWU does not anticipate imminent failure of Lewisville Dam, DWU does not support activities such as oil and gas production with the potential to exacerbate the known safety issues at Lewisville Dam. Accordingly, BLM should withdraw the Lewisville Lake Property from auction.

DWU and other stakeholders have not been given an adequate opportunity to consider this proposal and voice their concerns. DWU received no notice from the BLM or any other federal agency regarding this oil and gas competitive lease sale. I understand that other stakeholders and many in the public were similarly surprised in the last week or so upon finding out about the BLM auction of the Lewisville Lake Property. In fact, the EA notes that the only notice to the public was being "posted online for a two week review period beginning August 31, 2015." EA at 73. Neither local governments nor the water-consuming public have had an adequate opportunity to review and consider the potential impacts of the BLM auction of the Lewisville Lake Property. For this reason alone, I am writing to you in haste requesting that the BLM withdraw the Lewisville Lake Property from the auction.

For the reasons listed above and others, please withdraw the Lewisville Lake Property from the April 20, 2016 auction, and contact me at the number below if you have any questions or concerns regarding this letter.

Respectfully submitted,



Jo M. (Jody) Puckett, P.E.
Director, Dallas Water Utilities
City of Dallas
214-670-3143

cc: COL Calvin C. Hudson II, District Commander, Fort Worth District
Brian S. Kamisato, P.E., Deputy District Engineer
Rob Jordan, Lake Manager, Lewisville/Ray Roberts Lakes



OFFICE OF THE MAYOR
1000 Highland Village Road
Highland Village, TX 75077
972-899-5132 F 972-317-0237
www.highlandvillage.org

February 10, 2016

Amy Leuders, Director
Bureau of Land Management
New Mexico State Office
P.O. Box 27115
Santa Fe, New Mexico 87502-0115

**Via Fax: (505) 954-2010 and
First Class Mail**

Julie Ann Serrano, Lead Land Law Examiner
Bureau of Land Management
New Mexico State Office
P.O. Box 27115
Santa Fe, New Mexico 87502-0115

**Via Fax: (505) 954-2010 and
First Class Mail**

Re: City of Highland Village, Texas, Protest Pursuant to 43 C.F.R. §3120.1-3 of the Proposed Auction by the Bureau of Land Management (“BLM”) of Parcel NM-201604-043, being 258.90 Acres Located in Denton County, Texas (Lewisville Lake)

Dear Ms. Leuders and Ms. Serrano:

The City Council of the City of Highland Village, Texas met in regular session on February 9, 2016, and took the following affirmative action:

“I move to authorize the Mayor to prepare and execute on behalf of the City a letter in protest to the Bureau of Land Management’s announced sale of mineral leases for a 258.90 acre tract of land adjacent to Lewisville Lake in Denton County, Texas with copies to the property owner and other appropriate interested parties”.

The preceding motion was approved by a unanimous vote of seven (7) to zero (0).

The Highland Village City Council deliberated and received public comment on the proposed Bureau of Land Management (BLM) Gas Lease NM-201604-043, 258.90 Acres Located in Denton County, TX. (Lewisville Lake). The following items were identified as the City’s interest in protesting this proposed lease:

- Lewisville Lake is the City of Highland Village’s primary supply of potable water to our residents. The City Council took this affirmative protest action based on the concerns about the risks of fracking beneath Lewisville Lake and the potential contamination of drinking water.
- Lewisville Lake dam is currently undergoing repairs from the May 2015 storms. The Corps of Engineers has identified the following elements that need to be addressed:

reduce underseepage and probability of internal erosion of the earthen dam structure; improve slope stability and reduce probability of sliding of the earthen dam structure; repair infrastructure at the risk of being compromised by uplift and erosion; and portions of the dam may not be stable under higher pool loadings. The USACE is proposing to modify features at the Lewisville Lake Dam in order to reduce risk associated with dam operation and extend longevity of the dam. The City Council took this affirmative protest action based on the concerns of the risks of fracking beneath Lewisville Lake and the potential that seismic activity with associated fracking could exacerbate the identified risk.

The City of Highland Village has been advised that by letter dated February 9, 2016, from Jo. M. "Jody" Puckett, P.E., Director, Dallas Water Utilities, City of Dallas, Texas, addressed to Ms Leuders, the City of Dallas has also submitted as protest of the proposed auction of the above-referenced tract. The City of Highland Village is a raw water supply customer of the City of Dallas, the source of such raw water supply being Lewisville Lake. The City of Highland Village is also a treated water customer of the Upper Trinity Regional Water District, who, in turn, obtains its raw water supply from the water owned by the City of Dallas in Lewisville Lake. In addition to the issues serving as the basis for this protest, the City of Highland Village also joins the City of Dallas and incorporates its reasons for protesting the above-referenced lease of Parcel NM-201604-043.

For the reasons listed above, the City of Highland Village hereby submits this protest and objection to the proposed auction of a mineral lease of Parcel NM-201604-043, and respectfully requests that said parcel be withdrawn from the April 20, 2016 auction. If you have any questions please feel to contact Michael Leavitt, City Manager, City of Highland Village at (972) 899-5131.

Respectfully submitted,



Charlotte J. Wilcox, Mayor
City of Highland Village, Texas

cc: COL Calvin C. Hudson II, District Commander, Fort Worth District
Brian S. Kamisato, P.E., Deputy District Engineer
Rob Jordan, Lake Manager, Lewisville/Ray Roberts Lakes
Senator Jane Nelson
Congressman Michael Burgess
State Representative Tan Parker
State Representative Ron Simmons
Tom Taylor, Upper Trinity Regional Water District

MEMORANDUM

TO: Donna Barron, City Manager

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

Via: Eric Ferris, Assistant City Manager

DATE: February 1, 2016

SUBJECT: Consideration of a Variance to the Lewisville City Code Section 6-103 (Access Management) Regarding Access Spacing Related to ACT Construction Located at 350 McDonnell Street, as Requested by Bill Robinson of Cross Engineering Consultants, Inc. on Behalf of the Owner.

BACKGROUND

The subject site is a proposed 0.896-acre lot zoned Light Industrial (LI). ACT Construction is currently platting two lots in the Lamb Addition into one lot and expanding their existing building and site into the vacant lot on the west side of their existing business. The addition will add 5000 square feet to the building, additional parking and a driveway to provide a looped fire lane. Staff has reviewed and approved the engineering site plan for ACT Construction subject to the City Council approval of the variance to allow both driveways on McDonnell Street to abut an existing driveway on an adjacent site in lieu of the required 50 foot spacing for driveways on adjacent lots. This same variance request was approved by City Council on September 9, 2013, but the property owner chose not to proceed with the project at that time. The approved site plan expired and the owner wishes to proceed with the project now, thus the requirement to reconsider the variance.

ANALYSIS

- a) To allow driveway spacing less than 50 feet.

Article V, Section 6-103(c)(2), Access Spacing

The ordinance requires that driveways on adjacent properties be spaced at least 50 feet apart on two-lane collector streets such as McDonnell Street. The driveways will have no separation from the existing adjacent driveways to the east and west. Staff supports a variance to the required minimum driveway spacing for the following reasons:

1. There is no proposed change in the use of the property. The existing use is expanding.
2. A second driveway on the site is necessary to provide for compliant fire lane access given the proposed building expansion.
3. The proposed driveway location will save an existing 16" and 20" double trunk oak tree.
4. A contractor's office is typically not a large traffic generator.

Subject: ACT Construction Variance

February 1, 2016

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.

CROSS ENGINEERING CONSULTANTS

131 S. Tennessee St.
972.562.4409

•
•

McKinney, Texas 75069
Fax 972.562.4471

January 5, 2016

Mr. Jeff Kelly, P.E.
Assistant Civil Engineer
City of Lewisville
151 W. Church Street
Lewisville, Texas 75029-9002

**Re: Variance Request
ACT Addition**

Dear Mr. Kelly,

On behalf of ACT Construction, we formally request a variance to the required driveway spacing along McDonnell Street. The driveway variance is being requested to allow a new driveway on McDonnell Street to abut an existing driveway in lieu of the required 50' spacing. In addition, we are requesting a variance to keep the existing driveway on the east side of the property. The variance request is being made to complete the fire lane loop around the existing and proposed building expansion in order to provide emergency access around the site. In addition, the request is being made in order to save an existing 16" and 20" double trunk oak tree near the proposed western drive. Please see attached variance exhibit. This request is being made as part of the ACT expansion. ACT Construction is expanding their current facility located at 350 McDonnell Street. Their current facility includes a 5,000 square foot building and associated parking. ACT Construction is expanding to the west with a 5,000 square foot addition to the existing building. The engineering site plan for this addition has been submitted to the City of Lewisville for review and approval. In addition, as part of this project, we have submitted a final plat to combine their existing lot, Lot 1, Block A of the Lamb Addition with the adjacent lot to the west, Lot 1, Block A of the Lamb Addition – Phase II to create a single lot. This proposed plat, Lot 1, Block A of the ACT Addition, is currently going through the City review and approval process.

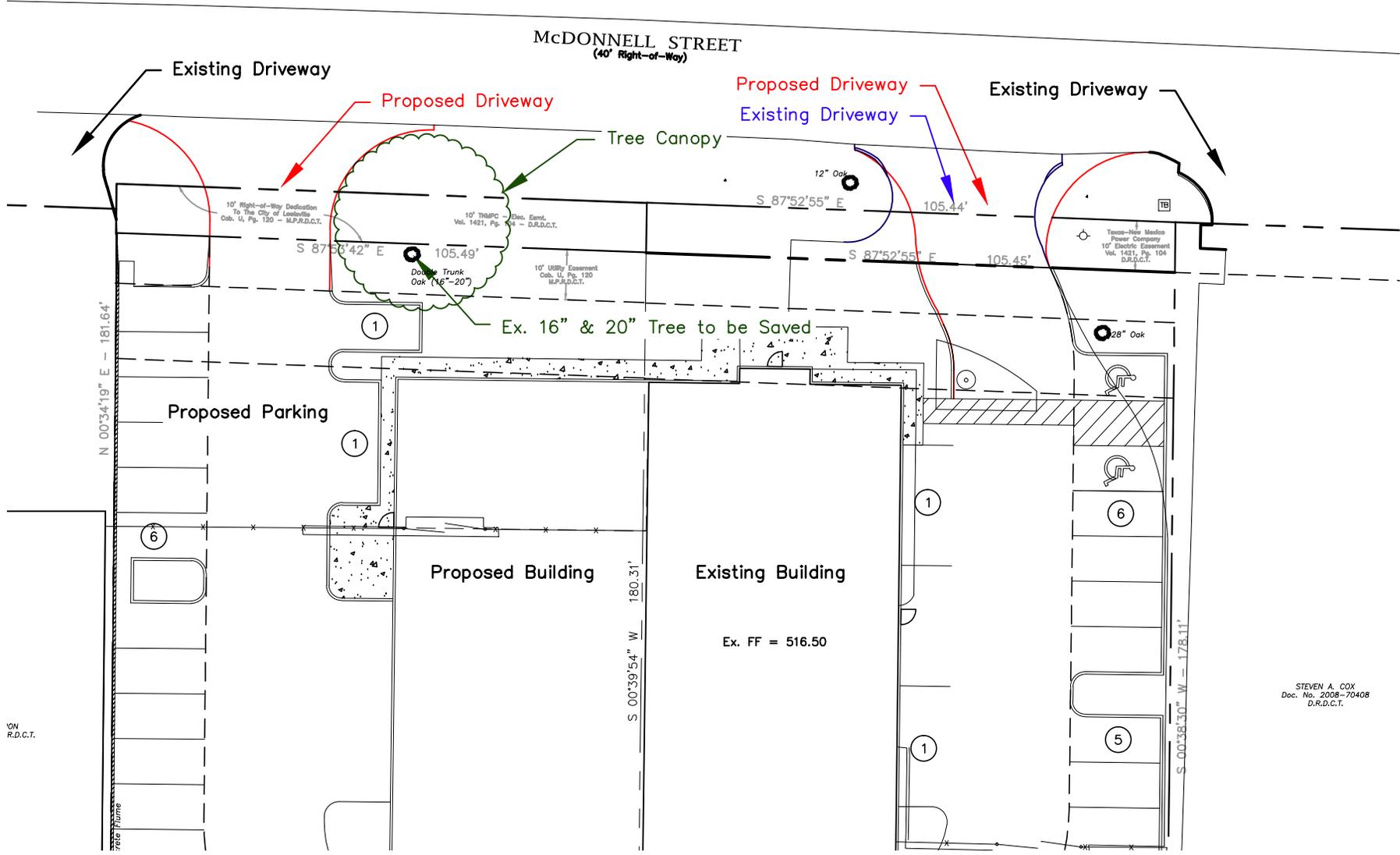
We respectfully request your approval of the variance request. If you need any additional information please feel free to contact me.

Sincerely,
CROSS ENGINEERING CONSULTANTS, INC.



Bill Robinson
Project Manager

Variance:
 a. To Allow Driveway Spacing Less Than 50'.
 The proposed driveways will have 0' separation from the existing driveways to the east and to the west.



VARIANCE EXHIBIT
 ACT ADDITION
 PROJECT 13024 , 02-09-2016
 Scale: 1" = 20'

STEVEN A. COX
 Doc. No. 2008-70408
 D.R.D.C.T.

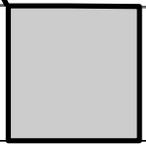


1" = 300'

S.H. BUSINESS 121

SUBJECT
PROPERTY

MCDONNELL



YATES

TEXAS ST.

I 35 E

YATES

LOCATION MAP
FOR
ACT CONSTRUCTION ADDITION
EG1 FEBRUARY 15, 2016

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: February 5, 2016

SUBJECT: Consideration of a Resolution Authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to Negotiate an Electric Supply Agreement for Five Years for Deliveries Effective January 1, 2018.

BACKGROUND

Since its inception and shortly before electric deregulation in 2002, the City joined CAPP (Cities Aggregation Power Project). CAPP was an alliance of cities and other political subdivisions who together purchase electricity for governmental use. In 2011, CAPP merged with STAP (South Texas Aggregation Project) forming TCAP (Texas Coalition for Affordable Power) and has carried on the original purpose as well as being an advocate on behalf of their Texas electricity customers.

TCAP is a non-profit, political subdivision corporation, owned and controlled by its 171 political subdivision members, the vast majority of whom are cities. TCAP is governed by a 15 member board of directors, all of whom must be city employees, or elected city officials. For the City of Lewisville, Clifford Howard, Fiscal Services Manager has served on this member board since January 2013. TCAP's membership consumes approximately 1.4 billion kWh annually, with Lewisville being about the 10th largest at approximately 26.8 million kWh. As a member of TCAP, the city is currently under contract for the purchase of electrical power through December 31, 2017, at a rate of 7.4 cents, which when the contract was negotiated was significantly less than the average price of 13.5 cents for CAPP cities at that time in 2008.

Being a non-profit, TCAP's surplus revenues are returned to member cities and political subdivisions. In recent years TCAP received refunds from its supplier for ancillary services procured by the state's grid operator that cost less than anticipated. The coalition holds back a certain amount to meet contractual reserve requirements, and then refunds the rest. For Lewisville, the refunds have amounted to \$61,995 since November 2014.

This resolution is to support the opportunity for TCAP members to contract for electricity for the post-2017 time period. As natural gas prices have continued to drop along with reduced demand, TCAP members have an opportunity to capture rates in the range of 4 cents per kWh. If interested in contracting for a five-year term (2018-2022) during 2016, the authorizing resolution must be passed by the governing body of the interested TCAP member by February 25, 2016.

ANALYSIS

Market & Pricing Benefits of TCAP

With few exceptions, most individual cities, citizens, and commercial customers can only purchase power directly from a Retail Electric Provider (“REP”) per Texas state law. REPs cannot generate electricity, nor can they own wires. REPs are the middlemen between the wholesale and retail markets. For individual consumers, a contract could only be made with a broker or REP with minimal negotiating power.

TCAP, as a political subdivision corporation, can go directly to the wholesale market as authorized under Local Government Code section 304.001. CAPP and STAP, prior to their merger into TCAP, separated contracts between a wholesale supplier and an independent REP, gaining knowledge and insight into the margins of various market participants. Because of this and the size of TCAP’s load, both wholesale suppliers and REPs are willing to negotiate contract terms that are beneficial to TCAP members such as price and special terms for adds and deletes, including an ability to add new loads at current market prices even if the market price is lower than the price of the master agreement.

TCAP’s membership consumes approximately 1.4 billion kWh annually which amounts to approximately \$100 million in revenue for the wholesale provider at current contract prices. The value of the aggregated load is appealing to wholesale market participants, enabling TCAP to get the market competitive pricing at any particular moment. TCAP also derives benefit from geographic diversity. TCAP members reside in all four ERCOT zones and are spread between the entire length and breadth of Texas, from Wichita Falls to Harlingen and Fort Stockton to Palestine. Since consumption is influenced by weather and weather conditions are seldom the same across all of Texas, it is unlikely that all TCAP members are reaching peak consumption simultaneously. If the peaks of all TCAP members were totaled, the sum would equal 313.1 MW. But a wholesale supplier looks at the peak consumption of TCAP as an aggregated load rather than the sum of the peaks of all members. TCAP’s peak demand is actually 246.9 MW. That reduction in peak is a specific and unique benefit of aggregation. And unlike other aggregation groups that accept counties and school districts as members, TCAP has focused its membership on cities and other political subdivisions that have a relationship with cities to maintain the very favorable load factor of cities with high off peak consumption, such as from street lights. All of these factors translates to favorable pricing terms.

Aggregated cities have historically been interested in flat, fixed-price, full-requirements contracts and price stability. The resolution under consideration maintains that goal for a five-year period at a price much lower than the current contract price. In 2002, CAPP and STAP were able to obtain prices for energy at 4 cents per kWh. Very quickly after retail deregulation was implemented, natural gas prices started to rise, and they continued on an upward trend until late 2008. In late 2008, CAPP cities were paying approximately 13.5 cents per kWh. Fear that natural gas price volatility would continue to result in high electricity rates, CAPP cities decided to lock-in long term rates beginning in 2009 at 7.4 cents/kWh, which was significantly lower than prices experienced in the 2007-2008 time frame.

Since then, a multi-year recession has occurred and fracking has brought a glut of natural gas to a market with reduced demand, putting natural gas and electricity prices into a downward trend. Fortunately, gas prices have continued to drop and TCAP members now have an opportunity to capture rates in the expected range of 4 cents per kWh or below.

Contract Requirements

Local Government Code section 252.022 (a) (15) exempts purchases of electricity from competitive bidding. The primary expectation of contracting for wholesale energy in a deregulated energy market is that a purchaser signs a contract accepting a particular offered price within 24 hours of receipt of the offer. NYMEX gas futures prices change daily, and since gas prices drive electricity prices, it is unlikely that any given price quote for wholesale electricity during a given period will remain open for more than a day. TCAP members are expected to immediately execute a contract once TCAP's supplier is able to lock in a price at or below the benchmark prices specified in the resolutions for a five-year period commencing January 1, 2018. Section 2 of the resolution requires the naming of specific individuals with whom TCAP can correspond and provide a contract for signing when appropriate.

Resolution's Objective

After the size of the load for the 2015 contract opportunity is defined by February 25, 2016, TCAP's supplier will look for an opportunity to lock prices for the five-year term at or below specified benchmarks (4.1 – 4.25 cents per kWh). This may happen by the second week of March, but if it appears that prices are trending downward, TCAP will direct its designated supplier, NextEra, to daily monitor the market to hopefully capture a price under the benchmarked prices. The window of opportunity for capturing a reasonable price at or below the benchmarks will expire by June 30, 2016. TCAP will develop another supply opportunity in the Fall of 2016 for any members not contracting in this offering.

TCAP Benefits to the Consuming Public

TCAP has become a forceful voice for consumer protections and market reform to benefit the public as well as political subdivisions. When CAPP and STAP merged in 2011, one of the guiding principles established in meetings with members and through subsequent board priority-setting meetings was that TCAP should advocate for reforms in the market that would enhance competition and benefit the general public. TCAP has become this consumer advocate that exists in the deregulated marketplace on both the wholesale and retail sides of the business. TCAP membership not only provides political subdivisions with resources to monitor markets, capture reasonable prices and best available terms, stabilize budgets, address problems with invoices and assistance with governmental reports, provide portals to understand consumption patterns, but membership also affords an opportunity to represent to constituents that they have an advocate acting on their behalf.

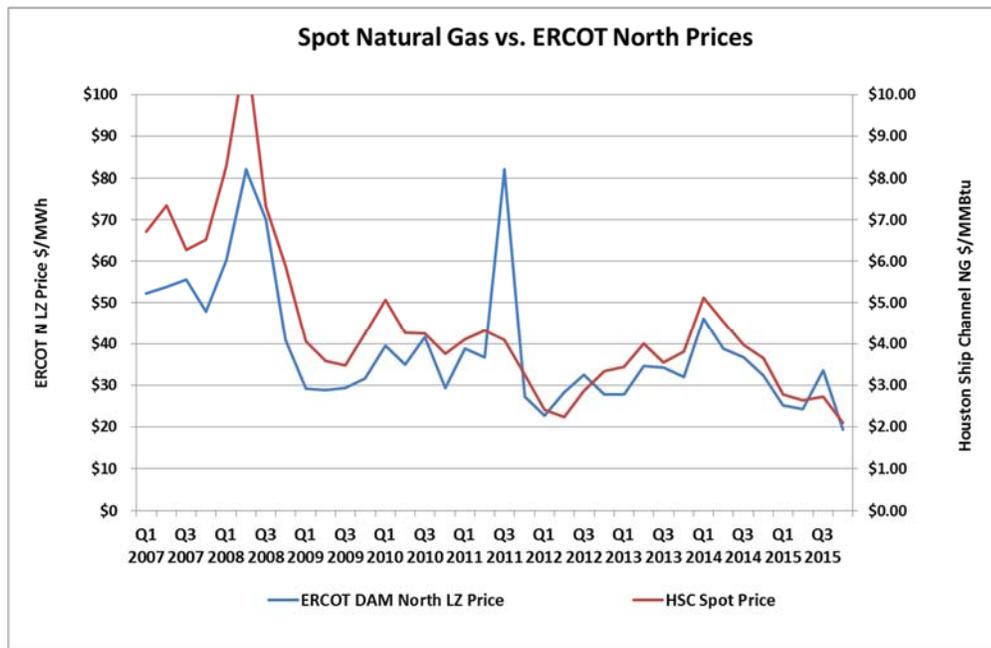
CHOICE OF SUPPLY OPTION

There are three different supply options that TCAP has arranged as choices for each member.

Option 1 is a fixed price for all consumption regardless of time of day. The price will not exceed 4.1 cents per kWh in the North and West ERCOT zones. It will not exceed 4.25 cents per kWh in the Houston and South zones. The actual price is likely to be less than the benchmark prices. The prices will become effective January 1, 2018. Given that these prices are to be locked in 2016 and will not expire until December 31, 2022, they are reflective of the lowest prices for electricity experienced since the retail market was deregulated January 1, 2002. Generally speaking, there is an expectation that the price of energy will climb marginally for each year of the contract term beyond two years. The possibility of locking-in energy prices at or below 4 cents per kWh for a period that terminates in seven years is remarkable based upon the history of deregulation.

In the Spring of 2015, TCAP consultants received indicative fixed-prices around 4.5 cents per kWh. They then developed two supply options to the fixed price full requirements contract that offered attractive savings opportunities. Both Options 2 and 3 have variable components related to the energy spot market. While the average spot price in the past three years has been \$32.14/Mwh (2013), \$38.50/Mwh (2014), \$25.53/Mwh (2015), respectively, it is important to note that spot market prices can change every 15 minutes, therefore it is impossible to provide members a precise price for Options 2 and 3. While they provide an opportunity for savings off of the benchmarked prices of Option 1, savings cannot be guaranteed, and thus Option 2 and 3 involve risk that does not exist with Option 1. A TCAP member that is completely risk adverse should select Option 1.

Option 2 fixes a price for the peak usage period and then turns to the spot market for all off-peak usage. When TCAP was developing these products in 2014, there was a large enough gap between fixed price options and spot prices that this option looked very attractive. Now, with market prices at historic recent term lows, both spot prices and fixed prices have fallen and their price differential has shrunk to the point that future savings from the spot market may not be as great as the risk of future price increases. The following graph shows how low current spot market prices have gone:



Option 2 was developed with the anticipation that spot prices during the off peak period would be in the range of \$10/MWh to \$40/MWh (\$0.01-\$0.04/kWh) over time for spot purchases. Our latest quotes for fully fixed priced products (Option 1) includes off peak pricing fixed at under \$20/MWh. These low Option 1 fixed prices for off peak usage may make it harder for future off peak spot prices to create additional savings under Option 2 over time even though the customer will be incurring market price risk.

Option 3 begins with the purchase of a block of power to cover the base use of all members who commit to this option. Block power, since it is a firm commitment 24 hours a day, is the cheapest form of energy available in the wholesale market. Daytime peak consumption will be partly covered by a fixed price for solar power with all other consumption supplied by the spot market.

Summary of Options

In considering Option 2, TCAP consultants would state that with current prices about a half cent less than the price that existed when Option 2 was conceptualized last Spring, it will be difficult for Option 2 to generate savings sufficient to justify its selection. Option 3 with its majority reliance on the cheapest form of energy has a greater probability than Option 2 of producing savings over Option 1. But again, with such low Option 1 fixed priced products now available to TCAP members, there are no guarantees that Options 2 or 3, which utilize spot market pricing, will remain as attractive as they were even a few months ago.

SUSTAINABLE BIG MOVE – RENEWABLE ENERGY

The resolution only pertains to authorizing TCAP to negotiate on the City's behalf an electric supply agreement. Renewable energy choices will be available with this future agreement. While a decision on how much of this supply for Lewisville should be renewable energy is not needed tonight, the following background information is provided to aid in the understanding of the City's upcoming choices in renewable energy.

TCAP's current energy supplier, and likely supplier under the new contract of Option 1, is NextEra Power Marketing. NextEra is one of the largest, if not the largest, wind generators in the state, and they are building more wind generation all the time. Based on NextEra's fact sheet, their current generation assets in ERCOT are 2,688 MW of wind generation plants and 2,792 MW of natural gas fired generation plants. On a percentage basis, that is 49% Wind plants and 51% Natural Gas fired plants. These are the ERCOT generation assets NextEra has to support the TCAP contract. But of course, the wind does not always blow and plants do shut down for maintenance, so at any point in time it is difficult to determine the precise source of energy delivered to the customer. Much of TCAP members' needs are served with this capacity in addition to the 5% minimum that all retail providers must supply in actual energy or renewable energy credits (RECs).

TCAP is providing Option 3 that will include dedicated capacity from a specific solar generation installation. If there is sufficient interest on the part of members for Option 3, this installation will be fully dedicated to those members and its RECs will be allocated to them. Since solar has no fuel cost, it can be bid into the grid operator at low cost and is nearly always dispatched, ensuring participating members that their solar capacity is delivered onto the grid for their behalf. Even if Option 3 does not have sufficient initial participation, the default Option 1 contract will allow future substitution of a modest amount of renewable capacity from a source other than NextEra. TCAP is currently exploring an option to get a solar project incorporated into Option 1 at a very minimal additional cost to TCAP members and will address the pursuit of this solar contract under Option 1 at the next Board meeting.

Additionally, renewable sourcing can be increased through Renewable Energy Credit (or REC) purchases. In past years some TCAP members have purchased RECs to increase their renewable commitment. 1 REC = 1 MWh. Currently RECs are inexpensive in ERCOT at a price estimate of \$0.50 per REC.

TCAP will assist with these future choices and provide more information once the contract has been finalized. It is staff's opinion that Option 1 is the most stable approach with regard to cost while still allowing the flexibility of adding renewable sources to the City's electric supply.

RECOMMENDATION

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING THE CITY MANAGER OR ASSISTANT CITY MANAGER OR TCAP'S EXECUTIVE DIRECTOR TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP

WHEREAS, the City of Lewisville, Texas is a member of Texas Coalition For Affordable Power, Inc. (TCAP), a non-profit, political subdivision corporation dedicated to securing electric power for its more than 170 members in the competitive retail market; and

WHEREAS, TCAP has unique rights under Texas law to negotiate directly in the wholesale market and arrange separate contracts for power supply and retail services which provides TCAP leverage to achieve contract provisions that single city negotiations with a Retail Electric Provider (REP) would be unlikely to produce; and

WHEREAS, TCAP's geographic diversity across all four ERCOT zones produces an aggregated peak load that is lower than the total of individual peak loads of the individual TCAP members, allowing price benefits in the wholesale market that are not likely to be available to any given TCAP member alone; and

WHEREAS, TCAP and its predecessor organizations, Cities Aggregation Power Project, Inc. (CAPP) and South Texas Aggregation Project, Inc. (STAP), negotiated favorable contract terms that resulted in rebates from the wholesale supplier and reasonable commodity prices for delivered electricity since 2002 resulting in stable budgets for electricity for members; and

WHEREAS, commodity prices for electricity experienced significant volatility between 2002 and 2009, with prices ranging from 4 cents to over 13 cents per kWh, causing CAPP and STAP members to welcome a five year contractual commitment that came close to cutting the 2008 prices in half, with that contract being extended until December 31, 2017, with a negotiated price reduction of about 1 cent per kWh; and

WHEREAS, TCAP has become a forceful voice for consumer protections and market reform to benefit the public and well as cities and other political subdivisions; and

WHEREAS, TCAP is owned by its members and distributes monetary and other resources according to relative load size of members and is controlled by a 15 member Board of Directors, all of whom must be city employees of members who represent diversity in size and geography; and

WHEREAS, wholesale power prices within the deregulated Texas market are largely determined by the NYMEX gas futures prices for natural gas which are currently low and relatively stable, but which change daily; and

WHEREAS, daily price changes require retail customers to execute a contract immediately upon receipt of a favorable offer; and

WHEREAS, pursuant to Texas Local Government Code Section 252.022(a)(15) expenditures for electricity are exempt from competitive bidding requirements; and

WHEREAS, on any given day, TCAP is able to capture a favorable wholesale price for any period of time, comparable to or better than any given REP or broker; and

WHEREAS, TCAP intends to continue to contract with its current wholesale supplier, NextEra, because the relationship with NextEra is such that NextEra is willing, after it knows the size of a given load, to execute a contract at or below prescribed price and terms; and

WHEREAS, the City desires to execute a contract for electricity for the period beyond the expiration of its current contract on December 31, 2017, that locks-in favorable wholesale prices under one of three different supply options:

Option 1 - fixed-price, full-requirements at a price not to exceed 4.1 cents per kWh for the North and West zones or 4.25 cents per kWh for the South and Houston zones;

Option 2 - fixed price for on-peak hours and variable spot market prices for off-peak hours;

Option 3 - block energy at a fixed price to cover the base load hours, a fixed price for solar energy to cover mid-day peak hours (approximately 10% of total load) and variable spot market prices for all remaining consumption; and

WHEREAS, TCAP will allow members six weeks from receipt of this resolution to consider whether to participate in this second opportunity to contract for post-2017 electrical supply, and thereafter allow NextEra until June 30, 2016 to contract for power for five years at a price not to exceed 4.1 cents per kWh in the North and West zones and a price not to exceed 4.25 cents per kWh in the South and Houston zones for Option 1 , so long as the aggregated load for any of the three supply options reaches at least 50 megawatts; and

WHEREAS, wholesale suppliers demand assurance that TCAP will pay for all contracted load; and

WHEREAS, the City needs to assure TCAP that it will sign a Commercial Electric Supply Agreement (CESA) reflecting the contract extension and budget for energy purchases for the post-2017 period and honor its commitment to purchase power for its electrical needs for 2018 through 2022 through TCAP,

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

Section 1:

That the TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the City's electricity needs as a member of TCAP for the period 2018 through 2022 at a price not to exceed 4.1 cents per kWh for the North and West zones and a price not to exceed 4.25 cents per kWh in the Houston and South zones for supply (Option 1);

Section 2:

Assuming the combined load of TCAP members passing this resolution exceeds 50 megawatts for the preferred Option and NextEra is able to provide TCAP an opportunity prior to June 30, 2016 to contract for power to be delivered to members at a price not to exceed 4.1 cents per kWh for the North and West zones and not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1 for the period January 1, 2018 through December 31, 2022, any one of the following individuals is hereby authorized to sign an electric supply agreement for the City within 24 hours of receipt of a contract that has been approved and recommended by the TCAP Board of Directors: City Manager Donna Barron or Assistant City Manager Eric Ferris or TCAP Executive Director Jay Doegey.

Section 3:

That the City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

Section 4:

That a copy of this resolution shall be sent to Jay Doegey, Executive Director, TCAP, 15455 Dallas Parkway, Suite 600, Addison, Texas 75001 and Geoffrey M. Gay, legal counsel to TCAP at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, ON THIS THE 15th DAY OF FEBRUARY, 2016.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

TCAP Resolution

- Resolution to support the opportunities for TCAP members to contract for electricity for the post 2017 time period.
- Provides an opportunity to contract for 5 years (January 2018 – December 31, 2022)

TCAP – Quick History

- In 2001, CAPP and STAP were formed
 - CAPP - Cities Aggregation Power Project
 - STAP – South Texas Aggregation Project
- In 2002 Lewisville Joined CAPP and Electric Deregulation was introduced to the state.
- In 2011 the CAPP and STAP merged to form TCAP
 - The Texas Coalition for Affordable Power

TCAP Organization

- TCAP is a non-profit, political subdivision corporation.
- Currently Comprised of approximately 170 members, primarily cities.
- Governed by 15 member board of directors, all of whom must be member affiliated.
- Once TCAP reserve requirements are met, members are refunded the rest. Lewisville has received \$62k since November 2014.

TCAP Pricing History

- In 2002, CAPP & STAP were able to obtain prices for energy at about 4 cents per kWh.
- After Deregulation, natural gas prices started to rise.
- In 2008, CAPP prices had reached approx. 13.5 cents per kWh.
- In 2009, CAPP cities were able to stabilize rates at a greatly reduced rate of approx. 7.5 cents per kWh for an extended period.

TCAP Benefits

- TCAP, as a political subdivision corporation, uniquely can go directly to the wholesale market.
- In Aggregate, TCAP members consume approx. 1.4 billion kWh annually.
- TCAP members are spread statewide and come from all four ERCOT zones. Since consumption can be tied to weather and weather can be quite different in different parts of the state, Peak loads will vary from member to member.
- TCAP's Peak load for all members added together would be 313.1 MW; but since not all peak at once TCAP Peak Demand is only 246.9.

TCAP Choice of Supply Options

- Video

TCAP Choice of Supply Options Recap

- Option 1 is Fixed Price for all consumption regardless of time of day.
- Modeled after what Aggregated cities have historically been interested in flat, fixed-price, full requirements contracts and price stability.
- Anticipate setting fixed rate near 4 cents per kWh or possibly below.

TCAP Choice of Supply Options Recap

- Option 2 fixes a price for the peak usage period and uses the Spot Market rate for off-peak.
- Typically, Spot prices for off peak will be less than the existing price for peak. However, in this case it is based on the prevailing peak rate on that date, not the peak rate in the contract.
- Since prices could rise over the next 7 years, Option 2 does NOT guarantee a savings of Option 1

TCAP Choice of Supply Options Recap

- Option 3 purchases a block of power to cover the base use of members in this option.
- Block power is the cheapest power on the market since it is a commitment to pay regardless of use.
- Peak power in excess of the block power would be covered partly by a fixed price for solar and the remainder from Spot pricing.
- While this does have the potential for additional savings over Option 1, the current low fixed rate for Option 1 versus the spot market purchases in Option 3 provides no guarantee of that savings.

TCAP - Sustainability

- While this Resolution pertains to authorizing TCAP to negotiate on the city behalf for electrical power in year 2018-2022, Renewable energy choices will be available with this future agreement.
- TCAP's current energy provider, NextEra, is one of the largest Wind generators in the state with nearly 50% coming from wind vs gas.
- Additional renewable sourcing can be increased through the purchase of Renewable Energy Credits.

TCAP – Staff Recommendation

- It is the City Staff recommendation that the City Council approve the Resolution



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MEMORANDUM

TO: Mayor Rudy Durham
Mayor Pro Tem R Neil Ferguson
Deputy Mayor Pro Tem Greg Tierney
Councilman Leroy Vaughn
Councilman TJ Gilmore
Councilman Brent Daniels

FROM: Julie Heinze, City Secretary

DATE: February 3, 2016

SUBJECT: **Consideration of Acceptance of Resignation of Judy Kay Ferguson From Place No. 4 on the Community Development Block Grant Advisory Committee (CDBG); Declare Vacancy Exists on the CDBG; and Consideration of an Appointment to Place No. 4 on the CDBG.**

BACKGROUND

Judy Kay Ferguson has submitted her resignation from Place No. 4 on the CDBG due to time conflicts with her schedule. The City Council will need to declare a vacancy and consider a new appointment to fill this vacancy.

ANALYSIS

Deniese Sheppard, Craig Weidner and Joe L. Derrick have recently submitted data sheets indicating their interest in CDBG. The data sheets have been included for City Council review.

RECOMMENDATION

It is City staff's recommendation that the City Council accept the resignation, declare a vacancy, and consider an appointment as set forth in the caption above.

On Mon, Jan 11, 2010 at 11:15 AM, JUDY KAY FERGUSON <judykayferguson@msn.com> wrote:
Hello Jamey. Please consider this email my resignation from the CDBG committee. At this time I find that I cannot give CDBG the time that will be needed to do a good job. I have enjoyed my time on the committee and have learned so very much from the committee, how it works and about my community. Thank you for all of your guidance.

Judy Kay Ferguson

—
Jamey Kirby
Grants Coordinator
City of Lewisville
[972-219-3780](tel:972-219-3780)
jkirby@cityoflewisville.com



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BOARDS AND COMMISSIONS APPLICATION

Name: Deniese Sheppard

Address: 200 Oak Knoll Circle # 1713

E-mail Address: embrace my now@gmail.com

Home Phone: _____ Cell Phone: 817-489-4087 Work Phone: 972-353-2315

Occupation: Client Escalations Spec. Employer: Reliable Reports Inspections

Are you a resident of Lewisville? Yes _____ No Length of residency: 2009

Are you a registered voter? Yes _____ No Voter registration number: 1169853779

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment?

_____ Yes No If yes, explain: _____

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

_____ Yes No If yes, explain: _____

Please indicate your preferences for membership by numbering (1-15) each Board or Commission, with 1 being your first selection. This will assist Council if first choice is not available.

- | | |
|--|--|
| <input type="checkbox"/> Arts Advisory Board | <input type="checkbox"/> Park Board |
| <input type="checkbox"/> Animal Services Advisory Committee | <input type="checkbox"/> Planning & Zoning Commission (also serves as: Transportation Board & Capital Improvements Advisory Committee) – Do you own real property in the City of Lewisville _____ |
| <input type="checkbox"/> Charter Review Commission | <input type="checkbox"/> Tax Increment Reinvestment Zone, Number One Board of Directors |
| <input checked="" type="checkbox"/> Community Development Block Grant Advisory Committee | <input type="checkbox"/> Tax Increment Reinvestment Zone, Number Two Board of Directors |
| <input type="checkbox"/> Lewisville Housing Finance Corporation | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Lewisville Industrial Development Corporation | <input type="checkbox"/> Oil and Gas Advisory Board |
| <input type="checkbox"/> Library Board | |
| <input type="checkbox"/> Lewisville Parks & Library Development Corporation | |
| <input type="checkbox"/> Old Town Design Review Committee | |

Background

Education: High School College - Course Study: Business Admin. only 1 yr.
_____ Other - explain _____

What is your occupational experience? Customer Service - Handling Escalated Calls from company clients. Being the go to people for all company and client related.
Areas of Interest: Community Rehab. - Social Service - Helping people get better mentally, physically, spiritually.



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Previous and current volunteer/community service:

Dates:

Office(s) held:

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held. Additional information may be attached.

*As of right now I do not serve on any Commission.
I am doing the Lewisville Citizens University classes.*

Are you involved in any community activities?

Yes, I am the organizer of the 2nd Annual MLK Day Vigil Against Violence event on the steps on City Hall.

Have you attended one or more meetings of the board/commission/committee for which you have applied. Please check box, if the answer is yes.

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking appointment. You may also add a resume or additional information. Please check box, if resume attached

What do you hope to accomplish by serving on a board or commission? *I'm hoping to be a catalyst to help get our communities and our city restored, revitalized, and replenished. Having a healthy community & city.*

What else would you like to tell us about yourself? *I have a small ministry called Embrace Faith Ministry - I am the Founder / CEO - A grandmother of 2 boys and I enjoy meeting different people from different walks of life*

Please return the completed form to the City Secretary's Office, City Hall, 151 West Church Street, Lewisville, Texas 75057, fax to (972) 219-3412, or e-mail to ltijerina@cityoflewisville.com by **May 15th** to be considered for appointment. Applications are kept on file for a period of one (1) year. After that time it will be necessary to reapply and update the information herein if you wish to be considered for appointment.

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature: *Nemesi Sheppard* Date: *1/18/2016*



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BOARDS AND COMMISSIONS APPLICATION

Name: CRISP WEIDNER

Address: 22 OAKBROOK DR, LEWISVILLE 75057

E-mail Address: WEIDNERCP@JUNO.COM

Home Phone: NONE Cell Phone: 469-235-6173 Work Phone: 972-219-0538

Occupation: VICE PRESIDENT Employer: PRIME AC CORPORATION

Are you a resident of Lewisville? Yes No Length of residency: 14 yrs

Are you a registered voter? Yes No Voter registration number: _____

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment?

Yes No If yes, explain: _____

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

Yes No If yes, explain: _____

Please indicate your preferences for membership by numbering (1-15) each Board or Commission, with 1 being your first selection. This will assist Council if first choice is not available.

- | | |
|--|---|
| <input type="checkbox"/> Arts Advisory Board | <input type="checkbox"/> Park Board |
| <input type="checkbox"/> Animal Services Advisory Committee | <input type="checkbox"/> Planning & Zoning Commission (also serves as: Transportation Board & Capital Improvements Advisory Committee) – Do you own real property in the City of Lewisville _____ |
| <input type="checkbox"/> Charter Review Commission | <input type="checkbox"/> Tax Increment Reinvestment Zone, Number One Board of Directors |
| <input checked="" type="checkbox"/> Community Development Block Grant Advisory Committee | <input type="checkbox"/> Tax Increment Reinvestment Zone, Number Two Board of Directors |
| <input type="checkbox"/> Lewisville Housing Finance Corporation | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Lewisville Industrial Development Corporation | <input type="checkbox"/> Oil and Gas Advisory Board |
| <input type="checkbox"/> Library Board | |
| <input type="checkbox"/> Lewisville Parks & Library Development Corporation | |
| <input type="checkbox"/> Old Town Design Review Committee | |

Background

Education: High School College - Course Study: MBA
 Other - explain _____

What is your occupational experience? VICE PRESIDENT IN CHARGE OF FINANCIAL & ADMINISTRATIVE ACTIVITIES

Areas of Interest: WAKEBOARDING & MOTORCROSS



LEWISVILLE

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Previous and current volunteer/community service:

Dates:

Office(s) held:

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held. Additional information may be attached.

DIRECTOR OF PRIME RCI CORPORATION 2002 - PRESENT #20 MILLION (ANNUAL SALES)

PRESIDENT ; DIRECTOR OF OAKBROOK ON THE LAKE HOA 2004-2010 2013 - PRESENT

Are you involved in any community activities? GLASA COACH 2004-2010

Have you attended one or more meetings of the board/commission/committee for which you have applied.: Please check box, if the answer is yes.

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking appointment. You may also add a resume or additional information. Please check box, if resume attached

What do you hope to accomplish by serving on a board or commission? INITIALLY HOPE TO UNDERSTAND PROCESSES, THEN CONTRIBUTE MY FINANCIAL KNOWLEDGE TO THE DECISIONMAKING PROCESS.

What else would you like to tell us about yourself? _____

Please return the completed form to the City Secretary's Office, City Hall, 151 West Church Street, Lewisville, Texas 75057, fax to (972) 219-3412, or e-mail to ltijerina@cityoflewisville.com by **May 15th** to be considered for appointment. Applications are kept on file for a period of one (1) year. After that time it will be necessary to reapply and update the information herein if you wish to be considered for appointment.

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature:  Date: 1-21-16

Craig Weidner
22 Oakbrook Dr
Lewisville, TX. 75057
972-219-0538 (w) / 469-235-6173 (cell)
weidnercp@juno.com

January 21, 2016

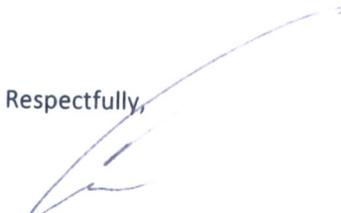
Ms. Laura Mitchell

I am a recent member of the empty nest club. Lived and raised my son alone in Lewisville for the better part of my adult life. Started Prime Deli Corporation in Lewisville almost 22 years ago and dealt with several departments within Lewisville government (Fire Inspection, City Sanitarian, etc.). Past and current dealings have always been professional and productive. I feel this is a highly professional group of folks I would like to associate with.

As my services at Prime Deli slowly come to an end over the next few years, I find myself feeling Lewisville is what I want to call home. Lewisville has given me a lot and it is not time to give something back.

Guess I could go on and on, but I feel the above summarizes my motivations.

Respectfully,



Craig Weidner



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BOARDS AND COMMISSIONS APPLICATION

Name: JOE L. DERRICK

Address: 1730 CANTERBURY LN. LEWISVILLE, TX. 75067

E-mail Address: JOE.DERRICK@VERIZON.NET

Home Phone: 972-289-2895 Cell Phone: 214-244-4131 Work Phone: —

Occupation: RETIRED Employer: N/A

Are you a resident of Lewisville? Yes No Length of residency: 28 yrs.

Are you a registered voter? Yes No Voter registration number: 1091411100

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment?

Yes No If yes, explain: _____

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

Yes No If yes, explain: _____

Please indicate your preferences for membership by numbering (1-15) each Board or Commission, with 1 being your first selection. This will assist Council if first choice is not available.

- Arts Advisory Board
- Animal Services Advisory Committee
- Charter Review Commission
- Community Development Block Grant Advisory Committee
- Lewisville Housing Finance Corporation
- Lewisville Industrial Development Corporation
- Library Board
- Lewisville Parks & Library Development Corporation
- Old Town Design Review Committee
- Park Board
- Planning & Zoning Commission (also serves as: Transportation Board & Capital Improvements Advisory Committee) – Do you own real property in the City of Lewisville _____
- Tax Increment Reinvestment Zone, Number One Board of Directors
- Tax Increment Reinvestment Zone, Number Two Board of Directors
- Zoning Board of Adjustment
- Oil and Gas Advisory Board

Background

Education: High School College - Course Study: MARKETING
 Other - explain _____

What is your occupational experience? PROJECT MGR. FOR COMPUTER SCIENCES COMPANY (CSC) - CALL CENTER OUTSOURCING & MIGRATIONS

Areas of Interest: TRAVELING, GARDENING, COOKING, VOLUNTEERING



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**Previous and current
volunteer/community service:**

Dates:

Office(s) held:

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held. Additional information may be attached.

NEIGHBORS LEADING NEIGHBORS

Are you involved in any community activities? N.L.N.

Have you attended one or more meetings of the board/commission/committee for which you have applied: Please check box, if the answer is yes.

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking appointment. You may also add a resume or additional information. Please check box, if resume attached

What do you hope to accomplish by serving on a board or commission? SERVICE TO THE CITY OF Lewisville

What else would you like to tell us about yourself? HONEST, PROFESSIONAL, OUTGOING

Please return the completed form to the City Secretary's Office, City Hall, 151 West Church Street, Lewisville, Texas 75057, fax to (972) 219-3412, or e-mail to ltijerina@cityoflewisville.com by **May 15th** to be considered for appointment. Applications are kept on file for a period of one (1) year. After that time it will be necessary to reapply and update the information herein if you wish to be considered for appointment.

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature: [Handwritten Signature]

Date: 2/5/16

**Community Development Block Grant Advisory Committee
Roster/ Terms of Office**

<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
Tamela D. Bowie 1636 Niagara Blvd. Lewisville, TX 75077 214-478-0293 (c) tamelabowie@aol.com	Place No. 1	7/02/2007	6/15/2015	6/30/2017
Eric Page 306 Fagg Dr. Lewisville, TX 75057 214-415-0817 (h) pagee@gmx.com	Place No. 2 Chairman	6/18/2012	6/16/2014	6/30/2016
Sarah McLain 980 Downey Dr. Lewisville, TX 75067 214-557-8837 (c) Sarah_Mclain@yahoo.com	Place No. 3	9/14/2010	6/15/2015	6/30/2017
Judy Kay Ferguson 135 W. Main St. Lewisville, TX 75057 214-536-6902 (h) redangus3k@mac.com	Place No. 4	9/19/2011	6/16/2014	6/30/2016
Latashia I. Sherrod 2200 S. Uecker Ln. #7207 Lewisville, TX 75067 321-277-0438(c) Latashia.sherrod@yahoo.com	Place No. 5	6/15/2015		6/30/2017
Robert Paul 938 Kent Dr. Lewisville, TX 75067 972-221-1421 (h) 214-757-9548 (c) ppaulrobert@gmail.com	Place No. 6	6/18/2012	6/16/2014	6/30/2016
Debbie Fu 1750 Clarendon Dr. Lewisville, TX 75067 469-733-3760 (c) debbie.fu@gmail.com	Place No. 7 Vice-Chairperson	1/27/2014	6/15/2015	6/30/2017



LEWISVILLE

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MEMORANDUM

TO: Mayor Rudy Durham
Mayor Pro Tem R. Neil Ferguson
Deputy Mayor Pro Tem Greg Tierney
Councilman Leroy Vaughn
Councilman T.J. Gilmore
Councilman Brent Daniels

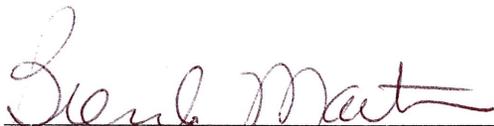
FROM: Brenda Martin, Director of Finance
Clifford J. Howard, Fiscal Services Manager

DATE: February 9, 2016

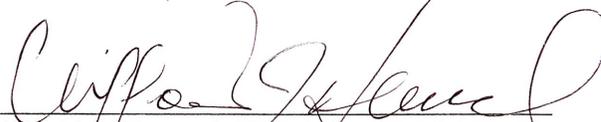
**SUBJECT: QUARTERLY INVESTMENT REPORT
October 1, 2015 – December 31, 2015**

The attached quarterly investment report for the period from October 1, 2015 through December 31, 2015 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 September 30, 2015 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, 2015

Report Highlights

- City consolidated bank, investment, and safekeeping accounts. The City continues to shift short term investment dollars to Cash (Bank) balances due to having the highest short term rate at 30 basis points in earnings credits. 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. Typically this rate is higher than short term interest rates and therefore more beneficial to the city to use as an offset than to receive actual interest earnings. The city's current rate is 0.30% versus the TexPool rate for the same period of 0.13%.
- The 'Change in Market Value' column on the attached detail portfolio is a comparison of only the past quarter. Also on this report is the total net change associated with the Fair Market Value as of the report date, compared to the original cost of the portfolio. Fair Market Value (FMV) of an investment represents what the city would receive if we were to sell the security as of the reporting date. Depending on whether interest rates are rising or falling, the FMV will fluctuate. If held to maturity, a security is redeemed at par, (no gain or loss). As a rule, the city holds all securities until maturity.
- For purposes of Weighted Average Maturity, Cash is considered as same day liquidity and TexPool is calculated using the pool's average day calculation.
- Agency credit ratings are listed on page two of the report as a method of monitoring security types within the city's portfolio as directed by the Public Funds Investment Act.

News in the Markets

- **Unemployment** - The U.S. December 2015 unemployment rate was **5.0** percent. The **Texas** unemployment rate was **4.7** percent for December 2015, up from 4.6 percent in December 2014. **The Texas unemployment rate has been at or below the national rate for 108 consecutive months.**
- Concerning **Texas Housing**, **Single-family homes** permits in December 2015 were **7.58 percent less** than in December 2014. In the 12 months ending in December 2015, permits issued were **5.46 percent more** than in the previous year. **Multi-family building** permits issued in December 2015 were **5 percent less** than in December 2014. For the 12 months ending in December 2015, MF permits issued were **4.18 percent more** than in the previous year. In December 2015, **sales of existing single-family homes** were **4.72% percent more** than in September 2014 and **3.4% more** for the 12 month period.
- Consumer spending was flat in December, with November revised up 0.2 tenths to 0.5%. October was unrevised and like December, flat. The saving rate rose from 5.3% to 5.5%. It was 5% June. **November was the only month since May in which spending grew faster than income.**
- Republicans elected Rep. Paul D. Ryan (R-Wis) as the Speaker of the House.
- After months of anticipation, the Federal Reserve has begun what is likely to a gradual process of normalizing interest rate. At the December 16 meeting **the Federal Open Market Committee announced an initial hike of 25 basis points**, lifting interest rates **from 0 – 0.25 to 0.25 – 0.50.**

ECONOMIES FROM AROUND THE WORLD

- **Puerto Rico** released **its first restructuring proposal on \$49bn in debt**, asking bond holders for a cut of as much as 46%. Details are likely to change as bondholders fight over available revenues, but the starting point from the Commonwealth spares no one from losses. Officials are giving creditors until May 1 to adopt the plan before declaring a moratorium on selected debt payments when \$422mm in GDB debt service comes due.
- **Bank of Japan** Governor Haruhiko Kuroda sprung another surprise on investors, **adopting a negative interest-rate** strategy to spur banks to lend in the face of a weakening economy. The move to penalize a portion of banks' reserves compliments the BOJ's record asset-purchase program.



Portfolio Investment Report
 for Quarter Ending December 31, 2015

Consolidated Investment Report

Cash and Investment Balances

		Same Quarter Last Year
Cash Balances	\$ 49,261,493.57	\$ 76,714,598.14
TexPool Balance	\$ 28,478,325.55	\$ 23,462,102.73
Other Investment Portfolio Balance	\$ 141,267,739.37	\$ 120,997,201.15
Total Cash, Texpool & Investment Amount	\$ 219,007,558.49	\$ 221,173,902.02

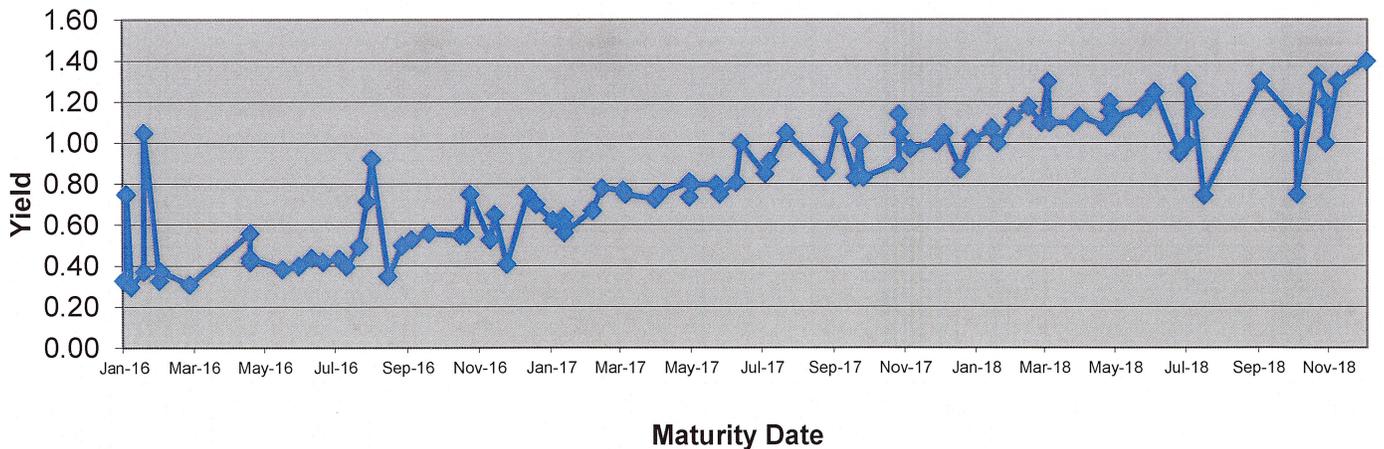
Investment Yields, Maturities, and Interest

TexPool Average Quarter Yield	0.13%	0.03%
TexPool End of Qtr Weighted Maturity	46 Days	49 Days
Bank Earned Income Credit	0.30%	0.25%
13 Week Treasury - Benchmark	0.21%	0.04%
Other Investment Average Weighted Yield	0.81%	0.63%
Average Weighted Maturity: Agency / Total	519 / 341 Days	574 / 319 Days
Other Investment Accrued Interest	\$ 267,309.96	\$ 199,013.97

Outstanding Portfolio (excluding TexPool)

Distribution by Maturity	Number	Amount	Percent	Market Value
1 to 365 days	32	\$ 46,169,737.87	32.68%	\$ 46,068,150.94
366 to 730 days	34	\$ 49,480,873.00	35.03%	\$ 49,339,094.60
Over 730 days	33	\$ 45,617,128.50	32.29%	\$ 45,446,032.60
Total	99	\$ 141,267,739.37	100.00%	\$ 140,853,278.14

Interest Rates By Maturity

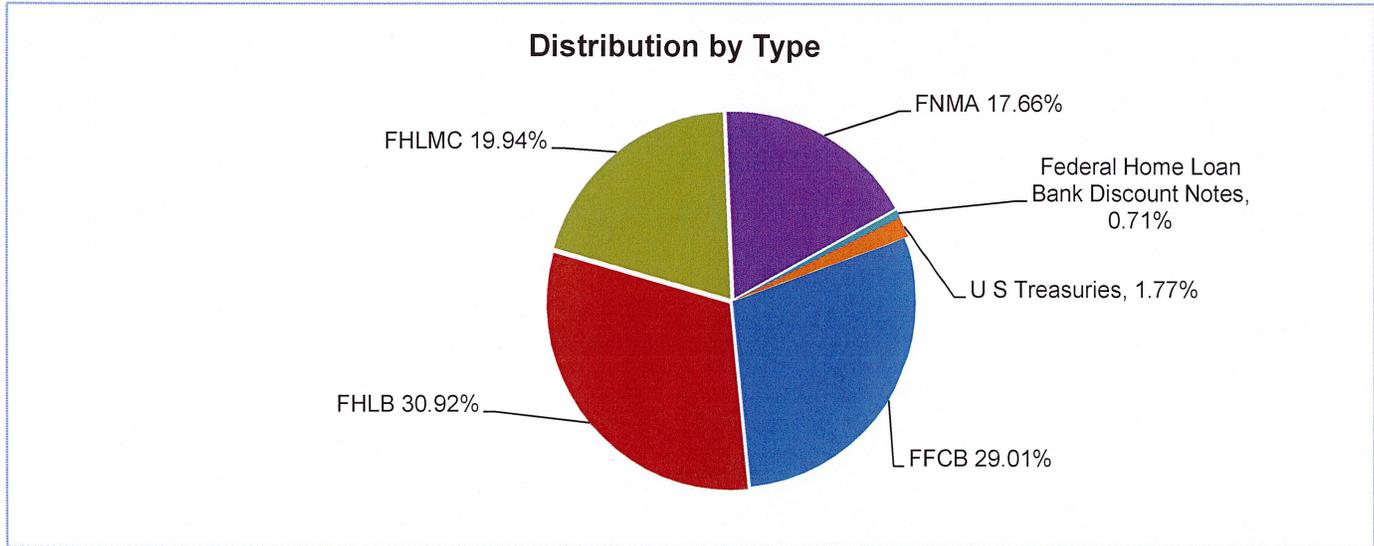




Portfolio Investment Report
 for Quarter Ending December 31, 2015

Consolidated Investments - continued

Outstanding Portfolio (excluding TexPool)		Amount	Percent	Market Value
Distribution by Investment type	Number			
Federal Farm Credit Bank	24	\$ 40,976,713.00	29.01%	\$ 40,849,352.80
Federal Home Loan Bank	34	\$ 43,682,662.00	30.92%	\$ 43,544,076.14
Federal Home Loan Mortgage Corp	23	\$ 28,172,383.87	19.94%	\$ 28,060,155.00
Federal National Mortgage Assoc.	15	\$ 24,945,340.00	17.66%	\$ 24,912,859.00
Federal Home Loan Bank Discount Notes	1	\$ 996,522.50	0.71%	\$ 995,390.00
U S Treasuries	2	\$ 2,494,118.00	1.77%	\$ 2,491,445.20
Total	99	\$ 141,267,739.37	100.00%	\$ 140,853,278.14



Agencies Credit Ratings

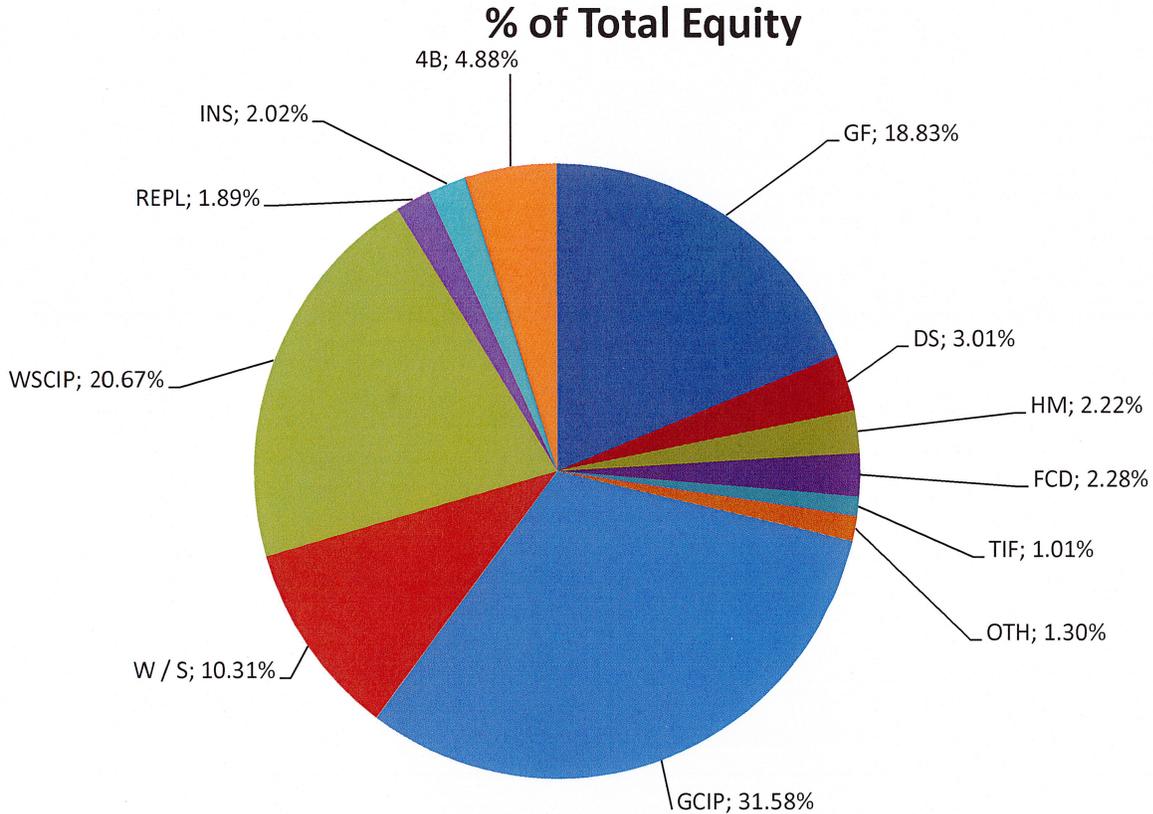
	S & P	Moody's
Federal Farm Credit Bank	AA+	Aaa
Federal Home Loan Bank	AA+	Aaa
Federal Home Loan Mortgage Corp	AA+	Aaa
Federal National Mortgage Assoc.	AA+	Aaa



Portfolio Investment Report
 for Quarter Ending December 31, 2015

Outstanding Portfolio - Major Funds

	Chart Key	Equity Balance	% of Total Equity
GENERAL	GF	\$ 41,247,272	18.83%
DEBT SERVICE	DS	\$ 6,588,932	3.01%
HOTEL/MOTEL	HM	\$ 4,862,878	2.22%
FIRE & CRIME DISTRICTS	FCD	\$ 4,984,180	2.28%
TIF & TIRZ	TIF	\$ 2,208,366	1.01%
Funds under 1 million	OTH	\$ 2,845,340	1.30%
G O CIP	GCIP	\$ 69,167,191	31.58%
W&S Operating	W / S	\$ 22,576,962	10.31%
W&S CIP	WSCIP	\$ 45,266,878	20.67%
EQUIP REPLACEMENT	REPL	\$ 4,145,563	1.89%
INSURANCE RISK	INS	\$ 4,425,843	2.02%
4-B SALES TAX	4B	\$ 10,688,153	4.88%
Total		\$ 219,007,558	100.00%



City of Lewisville
Consolidated Account

Security Type	Par Value	Cost	9/30/2015		12/31/2015		Change in Market Value	Cusip	Purchase Date	Maturity Date	Rate	Yield	Accrued Interest
			Beg. Market Value	End. Market Value	9/30/2015	12/31/2015							
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,001,440.00	\$ 2,001,100.80	\$ 2,000,006.40	\$ (1,094.40)	3130A0JF8	6/18/2014	1/26/2016	0.38	0.33001		3,291.67	
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,640.00	\$ 997,100.00	\$ (2,540.00)	3134G6BJ1	1/28/2015	1/28/2016	0.75	0.75000		3,250.00	
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,602.20	\$ 1,999,846.20	\$ (756.00)	3130A2YY6	9/9/2014	2/1/2016	0.30	0.30010		2,533.33	
Federal Home Loan Bank Bond	\$ 1,600,000.00	\$ 1,602,096.00	\$ 1,601,145.12	\$ 1,599,919.84	\$ (1,225.28)	313382B77	3/28/2013	2/12/2016	0.42	0.37409		616.00	
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,680.00	\$ 2,000,540.00	\$ (1,140.00)	3136G2D46	2/12/2015	2/12/2016	1.05	1.05000		8,225.00	
Federal National Mortgage Assn. Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,002,520.00	\$ 3,000,810.00	\$ (1,710.00)	3136G2D46	2/12/2015	2/12/2016	1.05	1.05000		12,337.50	
Federal Home Loan Bank Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,001,312.50	\$ 2,999,753.10	\$ (1,559.40)	3130A46N7	2/25/2015	2/25/2016	0.33	0.33000		3,520.00	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,995,960.00	\$ 2,000,229.00	\$ 1,999,476.60	\$ (752.40)	3133EDMC3	7/10/2014	2/26/2016	0.25	0.37460		1,763.89	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,273.50	\$ 999,739.30	\$ (534.20)	3130A4EJ7	2/23/2015	3/22/2016	0.31	0.31000		861.11	
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 998,254.00	\$ 1,000,500.00	\$ 999,800.00	\$ (700.00)	3137EADQ9	6/12/2013	5/13/2016	0.50	0.56036		666.67	
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,001,971.99	\$ 1,000,500.00	\$ 999,800.00	\$ (700.00)	3137EADQ9	11/20/2013	5/13/2016	0.50	0.42000		666.67	
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,001,130.00	\$ 1,000,530.00	\$ 999,800.00	\$ (730.00)	3137EADQ9	6/18/2014	5/13/2016	0.50	0.44028		666.67	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,934.00	\$ 1,000,001.60	\$ 998,954.10	\$ (1,047.50)	3130A2C61	9/18/2015	6/10/2016	0.38	0.38403		218.75	
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 1,998,860.00	\$ 2,000,165.40	\$ 1,996,905.20	\$ (3,260.20)	3133834R9	3/20/2014	6/24/2016	0.38	0.40033		145.83	
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,997,020.00	\$ 1,998,900.00	\$ 1,997,000.00	\$ (1,900.00)	3135G0XP3	3/20/2014	7/5/2016	0.38	0.44040		3,729.17	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,060.30	\$ 998,560.30	\$ (1,500.00)	3130A5PP8	6/15/2015	7/15/2016	0.42	0.42003		1,971.67	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,260.00	\$ 999,257.20	\$ 997,921.90	\$ (1,335.30)	3130A5VG1	9/18/2015	7/29/2016	0.35	0.43587		1,011.11	
Federal Home Loan Discount Note	\$ 1,000,000.00	\$ 996,522.50	\$ 995,720.00	\$ 995,390.00	\$ (330.00)	313384A74	9/18/2015	8/4/2016	0.39	0.39754		1,126.67	
U S Treasury	\$ 1,500,000.00	\$ 1,504,218.00	\$ 1,503,574.20	\$ 1,499,648.40	\$ (3,925.80)	912828VR8	6/11/2014	8/15/2016	0.63	0.49509		3,593.75	
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 994,000.00	\$ 999,981.00	\$ 998,079.00	\$ (1,902.00)	3135G0XC2	10/18/2013	8/22/2016	0.50	0.71348		1,819.44	
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 991,350.00	\$ 1,001,230.00	\$ 999,230.00	\$ (2,000.00)	3135G0YE7	9/11/2013	8/26/2016	0.63	0.92206		2,204.86	
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,001,516.00	\$ 2,000,662.40	\$ 1,995,622.20	\$ (5,040.20)	3130A6BD8	9/18/2015	9/9/2016	0.51	0.35004		2,946.67	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,099.50	\$ 997,690.60	\$ (2,408.90)	3130A6GV3	9/21/2015	9/21/2016	0.50	0.50000		1,402.78	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,360.00	\$ 1,002,385.50	\$ 998,628.30	\$ (3,757.20)	3130A1KR8	5/12/2014	9/29/2016	0.63	0.53008		1,627.50	
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,018,095.38	\$ 2,007,260.00	\$ 2,000,780.00	\$ (6,480.00)	3137EADS5	11/20/2013	10/14/2016	0.88	0.56000		3,791.67	
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,008,010.00	\$ 1,003,600.00	\$ 1,000,390.00	\$ (3,210.00)	3137EADS5	3/20/2014	10/14/2016	0.88	0.56021		1,895.83	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,430.00	\$ 1,000,806.40	\$ 996,698.60	\$ (4,107.80)	3130A6B55	9/18/2015	11/10/2016	0.50	0.55006		708.33	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,470.00	\$ 1,001,657.90	\$ 997,306.80	\$ (4,351.10)	313381B53	4/9/2015	11/14/2016	0.58	0.55031		757.22	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,393.10	\$ 998,794.40	\$ (4,598.70)	3130A34L5	9/18/2014	11/18/2016	0.75	0.75007		895.83	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 996,336.50	\$ (3,663.50)	3130A6RF6	11/16/2015	12/5/2016	0.53	0.53000		382.78	
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,057,840.00	\$ 2,025,736.80	\$ 2,012,563.60	\$ (13,173.20)	313371PV2	12/10/2013	12/9/2016	1.63	0.65005		1,986.11	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 995,059.60	\$ (4,940.40)	3130A6M87	10/19/2015	12/19/2016	0.41	0.41004		136.67	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,009.50	\$ 998,745.70	\$ (4,263.80)	3130A3UR3	1/6/2015	1/6/2017	0.75	0.75000		3,708.33	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,004,524.60	\$ 1,995,967.80	\$ (8,556.80)	3133EDNC2	6/13/2014	1/13/2017	0.70	0.70003		6,650.00	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,268.60	\$ 1,994,094.80	\$ (7,173.80)	3133EELR9	2/3/2015	1/27/2017	0.63	0.62498		5,451.39	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,999,891.80	\$ 1,994,455.00	\$ (5,436.80)	3133EENC0	2/6/2015	2/6/2017	0.64	0.64000		5,226.67	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,999,860.00	\$ 2,001,349.60	\$ 1,993,351.60	\$ (7,998.00)	3133EE6A3	9/18/2015	2/6/2017	0.59	0.59503		3,408.89	
Federal Farm Credit bank	\$ 6,000,000.00	\$ 5,998,920.00	\$ 6,004,048.80	\$ 5,980,054.80	\$ (23,994.00)	3133EE6A3	9/18/2015	2/6/2017	0.59	0.60303		10,226.67	
Federal Farm Credit bank	\$ 4,000,000.00	\$ 4,001,388.00	\$ 4,001,388.00	\$ 3,986,703.20	\$ (14,684.80)	3133EE6A3	11/6/2015	2/6/2017	0.59	0.56202		3,605.56	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,001,150.00	\$ 1,002,644.20	\$ 998,156.70	\$ (4,487.50)	3130A4FR8	9/18/2015	3/2/2017	0.75	0.67044		2,166.67	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,640.00	\$ 1,003,449.90	\$ 998,128.70	\$ (5,321.20)	3133782N0	5/12/2014	3/10/2017	0.88	0.78036		1,993.06	
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,940.00	\$ 997,700.00	\$ (3,240.00)	3134G4XJ2	3/28/2014	3/28/2017	0.77	0.77000		1,368.89	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,510.20	\$ 997,723.70	\$ (4,786.50)	3130A3ML5	1/15/2015	3/30/2017	0.75	0.74977		1,916.67	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,365.00	\$ 1,001,978.00	\$ 997,425.30	\$ (4,552.70)	3133EFAN7	9/18/2015	4/24/2017	0.75	0.72706		770.83	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,995,320.00	\$ 1,999,927.60	\$ 1,991,045.80	\$ (8,881.80)	3133EEF39	6/12/2015	4/28/2017	0.63	0.75067		2,222.22	
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,003,820.00	\$ 2,005,361.60	\$ 1,994,672.40	\$ (10,689.20)	3130A1NN4	5/27/2014	5/24/2017	0.88	0.81025		1,798.61	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,300.00	\$ 1,002,680.80	\$ 997,336.20	\$ (5,344.60)	3130A1NN4	9/18/2015	5/24/2017	0.88	0.73715		899.31	
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,499,955.00	\$ 1,495,950.00	\$ (4,005.00)	3134G6YQ0	5/26/2015	5/26/2017	0.80	0.80000		1,166.67	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,010.00	\$ 1,002,112.00	\$ 996,946.70	\$ (5,165.30)	3133EEX62	9/18/2015	6/16/2017	0.80	0.79931		333.33	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,004,300.00	\$ 1,004,300.00	\$ 999,202.00	\$ (5,098.00)	3133EDVB5	11/6/2015	6/19/2017	1.02	0.75225		340.00	

Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,740.00	\$ 999,368.50	\$ 994,921.70	\$ (4,446.80)	3133EFBS5	9/18/2015	7/3/2017	0.68	0.80737	1,964.44
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,013,280.00	\$ 1,998,800.00	\$ (14,480.00)	3134G5AR6	7/7/2014	7/7/2017	1.00	1.00000	9,833.33
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,150.00	\$ 997,000.00	\$ (7,150.00)	3134G6AC7	1/28/2015	7/28/2017	0.85	0.85000	3,683.33
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,000.00	\$ 1,001,217.20	\$ 995,872.00	\$ (5,345.20)	3133EAC63	11/5/2014	8/1/2017	0.80	0.91107	3,377.78
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,480.00	\$ 998,250.00	\$ (6,230.00)	3136G23G0	8/15/2014	8/15/2017	1.05	1.05000	4,025.00
Federal Farm Credit bank	\$ 1,000,000.00	\$ 999,800.00	\$ 999,800.10	\$ 994,489.70	\$ (5,310.40)	3133EFDN4	9/18/2015	9/18/2017	0.85	0.86011	2,455.56
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,950.00	\$ 1,006,114.70	\$ 999,959.00	\$ (6,155.70)	3130A2XL5	9/29/2014	9/29/2017	1.10	1.10170	2,841.67
Federal Farm Credit bank	\$ 1,000,000.00	\$ 996,510.00	\$ 996,510.00	\$ 991,150.50	\$ (5,359.50)	3133EFHY6	11/6/2015	10/13/2017	0.65	0.83205	993.06
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,863.00	\$ 997,994.30	\$ (5,868.70)	3130A3CU6	10/17/2014	10/17/2017	1.00	1.00000	2,083.33
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,600.00	\$ 997,600.00	\$ 990,805.10	\$ (6,794.90)	3133EFKM8	11/5/2015	10/20/2017	0.71	0.83378	1,104.44
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,478.00	\$ 995,459.10	\$ (6,018.90)	3130A6D87	8/20/2015	11/20/2017	0.90	0.90011	3,325.00
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,300.00	\$ 998,750.00	\$ 993,160.00	\$ (5,590.00)	3136G1MF3	3/9/2015	11/20/2017	0.85	1.14060	968.06
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,645.50	\$ 998,226.20	\$ (6,419.30)	3133EECQ1	11/21/2014	11/21/2017	1.05	1.05000	1,166.67
U S Treasury	\$ 1,000,000.00	\$ 989,900.00	\$ 998,437.50	\$ 991,796.80	\$ (6,640.70)	912828UA6	12/16/2014	11/30/2017	0.63	0.97242	538.19
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,500.00	\$ 996,100.00	\$ (4,400.00)	3134G7YT2	9/22/2015	12/22/2017	1.00	1.00000	250.00
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,257.20	\$ 997,449.80	\$ (6,807.40)	3130A3N83	12/29/2014	12/29/2017	1.05	1.05000	58.33
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 997,360.00	\$ 997,360.00	\$ 991,400.00	\$ (5,960.00)	3137EADN6	11/6/2015	11/12/2018	0.75	0.87225	1,145.83
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,351.00	\$ 994,822.80	\$ (5,528.20)	3133EEKV1	1/22/2015	1/22/2018	1.02	1.02000	4,590.00
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,351.00	\$ 994,822.80	\$ (5,528.20)	3133EEKV1	1/22/2015	1/22/2018	1.02	1.02000	4,590.00
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,000.00	\$ 2,003,000.00	\$ 1,986,220.00	\$ (16,780.00)	3135G0TG8	3/4/2015	2/8/2018	0.88	1.06625	7,048.61
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,680.00	\$ 2,003,000.00	\$ 1,986,220.00	\$ (16,780.00)	3135G0TG8	3/4/2015	2/8/2018	0.88	1.07251	7,048.61
Federal National Mortgage Assn. Bond	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,008,600.00	\$ 4,984,850.00	\$ (23,750.00)	3136G2D87	2/13/2015	2/13/2018	1.00	1.00000	19,444.44
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,440.00	\$ 1,005,759.60	\$ 998,449.10	\$ (7,310.50)	3130A4AJ1	2/27/2015	2/27/2018	1.14	1.12504	3,990.00
Federal Farm Credit bank	\$ 1,000,000.00	\$ 998,440.00	\$ 1,005,457.10	\$ 997,822.10	\$ (7,635.00)	3133EETE0	3/12/2015	3/12/2018	1.13	1.17808	3,437.50
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,510.00	\$ 995,700.00	\$ (4,810.00)	3134G65U3	6/23/2015	3/23/2018	1.10	1.10014	3,025.00
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,931.50	\$ 1,000,894.00	\$ (3,037.50)	3130A4MF6	3/30/2015	3/29/2018	1.30	1.30000	3,358.33
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,420.00	\$ 995,600.00	\$ (4,820.00)	3134G7XS5	9/30/2015	3/30/2018	1.10	1.10000	2,811.11
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,391.60	\$ 1,993,100.40	\$ (8,291.20)	3133EEZF0	4/24/2015	4/20/2018	1.10	1.09997	4,400.00
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,800.00	\$ 1,007,186.20	\$ 997,357.60	\$ (9,828.60)	3130A4GJ5	6/12/2015	4/25/2018	1.13	1.13200	2,093.75
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,838.90	\$ 995,184.50	\$ (5,654.40)	3130A56R5	5/18/2015	5/18/2018	1.05	1.08000	1,254.17
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,970.00	\$ 996,400.00	\$ (3,570.00)	3134G6WT6	5/21/2015	5/21/2018	1.20	1.20000	1,333.33
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,000.00	\$ 999,390.00	\$ 991,070.00	\$ (8,320.00)	3135G0WJ8	6/12/2015	5/21/2018	0.88	1.15233	972.22
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,500.00	\$ (5,500.00)	3134G84Y2	11/25/2015	5/25/2018	1.13	1.12500	1,125.00
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,709.40	\$ 996,756.10	\$ (2,953.30)	3133EFEB9	9/18/2015	6/18/2018	1.17	1.17000	422.50
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,005,620.00	\$ 1,992,400.00	\$ (13,220.00)	3134G67C1	6/22/2015	6/22/2018	1.20	1.20000	600.00
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,830.00	\$ 997,200.00	\$ (4,630.00)	3134G6V26	6/29/2015	6/29/2018	1.25	1.25000	69.44
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,004,680.00	\$ 1,004,680.00	\$ 995,830.00	\$ (8,850.00)	3135G0E33	10/30/2015	7/20/2018	1.13	0.95032	1,937.50
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 991,020.00	\$ (8,980.00)	3134G73Q2	10/30/2015	7/27/2018	1.00	1.00011	1,722.22
Federal Home Loan Mortgage Corp. Note	\$ 650,000.00	\$ 647,562.50	\$ 647,562.50	\$ 646,425.00	\$ (1,137.50)	3134G6TW3	12/28/2015	7/27/2018	1.15	1.29825	62.29
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,993,500.00	\$ 1,993,500.00	\$ 1,983,092.20	\$ (10,407.80)	3133EFMV6	11/10/2015	8/2/2018	1.02	1.14146	2,890.00
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,009,356.00	\$ 2,006,533.00	\$ 1,996,983.00	\$ (9,550.00)	3130A67K7	9/18/2015	8/10/2018	1.27	0.74406	7,337.78
Federal Home Loan Mortgage Corp. Note	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,001,590.00	\$ 2,991,000.00	\$ (10,590.00)	3134G7A50	9/28/2015	9/28/2018	1.30	1.30000	10,183.33
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,860.00	\$ (5,140.00)	3135G0G64	10/30/2015	10/29/2018	1.10	1.10000	1,894.44
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,800.00	\$ (5,200.00)	3136G2SK4	10/30/2015	10/29/2018	0.75	0.75000	1,291.67
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 995,310.00	\$ 995,310.00	\$ 991,940.00	\$ (3,370.00)	3135G0G49	12/28/2015	11/16/2018	1.16	1.32621	96.67
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,190.00	\$ (7,810.00)	3134G76C0	11/23/2015	11/23/2018	1.20	1.20000	1,266.67
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 993,100.00	\$ (6,900.00)	3134G83C1	11/23/2015	11/23/2018	1.00	1.00000	1,055.56
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,994,747.60	\$ (5,252.40)	3133EFRQ2	12/3/2015	12/3/2018	1.30	1.30000	2,022.22
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,275.40	\$ (724.60)	3130A6V79	12/28/2015	12/28/2018	1.40	1.40000	116.67
Sub-Total	\$ 141,250,000.00	\$ 141,267,739.37	\$ 141,424,168.12	\$ 140,853,278.14	\$ (570,889.98)	Quarter					267,309.96
				\$ 140,853,278.14	\$ (414,461.23)	Cost basis					

TexPool

28,478,325.55