



# Lewisville City Council

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**A G E N D A**

**LEWISVILLE CITY COUNCIL MEETING  
FEBRUARY 20, 2017**

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

**WORKSHOP SESSION - 6:00 P.M.**

**REGULAR SESSION – 7:00 P.M.**

Call to Order and Announce a Quorum is Present.

**WORKSHOP SESSION - 6:00 P.M.**

- A. Discussion of Charter Review Commission Recommendations
- B. Discussion of Regular Agenda Items and Consent Agenda Items

**REGULAR SESSION – 7:00 P.M.**

- A. **INVOCATION:** Mayor Pro Tem Gilmore
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Ferguson
- C. **PROCLAMATION:**
  - 1. Declaring the week of February 19-25, 2017, as “Lewisville Rotary Week 2017”
  - 2. Declaring March 2, 2017, as “Texas Independence Day”
- D. **PUBLIC HEARING:** Consideration of an Ordinance Granting a Special Use Permit (SUP) for a 22,850 Square-Foot Shooting Range (Indoor) on a 2.256-Acre Lot, Legally Described as, Lot 6R-1, Block A, Corporate Square; Located on the West Side of South Stemmons Freeway (IH-35E) Approximately 550 Feet South of Corporate Drive at 1915 South Stemmons Freeway; Zoned Light Industrial (LI) District, as Requested by Kevin Allee, of Point Blank Range & Gun Shop, on Behalf of Lewisville Bassett One LTD, the Property Owner (Case No. SUP-2017-02-04).

**AGENDA  
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**ADMINISTRATIVE COMMENTS:**

The applicant is requesting an SUP for an indoor shooting range to locate in the former Cosmic Jump building on I-35E. The SUP proposal identifies enhanced features to the building's façade including the addition of a stone veneer on the front of the building and the two front corners, and an awning above the front entrance. There will be two signs, one wall sign on the front of the building, and one pylon sign that will be replaced with a monument sign in three years. The landscaping of the lot will also be brought up to current standards. On February 7, 2017, the Planning and Zoning Commission recommended unanimous approval (6-0) of the SUP.

**RECOMMENDATION:**

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

**AVAILABLE FOR QUESTIONS:**

- Nika Reinecke, Director of Economic Development and Planning
- Kevin Allee, Point Blank Range & Gun Shop

- E. **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.
- F. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
1. **APPROVAL OF MINUTES:** (a) City Council Minutes of the January 23, 2017, Workshop Session and Regular Session; and (b) City Council Minutes of the February 6, 2017, Workshop Session and Regular Session.
  2. **Approval of a Bid Award for the 2014 Waterline Rehabilitation Project to A & M Construction and Utilities, Inc., Rowlett Texas in the Amount of \$2,108,584.28; and Authorization for the City Manager to Execute the Contract.**

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**ADMINISTRATIVE COMMENTS:**

A total of nineteen (19) bid invitations were downloaded from Bidsync.com. A total of three (3) bids were received and opened February 2, 2017. This project consists of replacement of 8-inch and 12-inch water line on Surf Street, from Main Street to Purnell Street; Kealy Street, from Main Street to Purnell Street; Mill Street, from Parkway Drive to College Street; Old Orchard Lane, from Juniper Lane to Knollridge Drive; Corporate Drive, from Uecker Lane to IH35E Frontage Road; Autumn Breeze Apartments and Villas at Waterchase Apartments. Funds are available in the Waterline Replacement Capital project.

**RECOMMENDATION:**

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

- 3. Approval of a Professional Services Agreement with Teague Nall and Perkins, Inc., in the Amount of \$152,200 for Preliminary Design Services Related to the Holford's Prairie Project; and Authorization for the City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

Holford's Prairie Road, currently a two-lane asphalt road without curb & gutter is proposed to be reconstructed as a two-lane, 37' wide, concrete roadway with curb, gutter and sidewalks. A "phase 1" preliminary Design will focus on several design options related to the crossing of Midway Branch Creek and connection to the future extension of Corporate Drive. The preliminary design will include analysis related to roadway alignment, bridge/culvert hydraulics, environmental/permitting considerations, ROW acquisition, access to adjacent mobile home communities, soil conditions, utility conditions and estimated construction costs. Staff has negotiated a Professional Services Agreement with Teague Nall and Perkins, Inc. in the amount of \$152,200 to include a preliminary design with a focus on vertical and horizontal roadway alignment, stream crossing options & considerations and associated costs. Funding is available in the Holford's Prairie Capital project.

**RECOMMENDATION:**

That the City Council approve the Professional Services Agreement as set forth in the caption above.

- 4. Approval of Change Order No. 1 to the Design Services Contract for the Trinity River Canoe and Kayak Launches; and Authorization for the City Manager to Execute the Change Order.**

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**ADMINISTRATIVE COMMENTS:**

On March 16, 2015, the City Council awarded a contract to Jacobs Engineering Group Inc. for the design of two canoe and kayak launches on the Trinity River in the amount of \$166,300. Recent discussions were held with the Corps of Engineers to determine requirements and permitting process. A Mussel Permit, Corridor Development Certificate Permit, and a Site Development Permit are all required, totaling \$57,000.

**RECOMMENDATION:**

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

- 5. Approval of the Annual Arbitrage Rebate Reports From FirstSouthwest Reflecting no Arbitrage Liability.**

**ADMINISTRATIVE COMMENTS:**

The City's financial advisor, FirstSouthwest, has completed all arbitrage calculations for 2016 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, 2016. 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 Annual Arbitrage Rebate Reports from FirstSouthwest as set forth in the caption above.

- 6. Approval of a Letter Supporting a Request for the Disposition of Real Property to the Texas Department of Transportation (TxDOT) From Jim Murray, Hard Sun 100, LLC, for a Portion of the East Main Street (FM 1171) Right-of-Way Adjacent to 119 East Main Street; and Authorizing the City Manager to Sign the Letter of Support and Letters of Support for Additional Disposition Requests Along Main Street Between Charles Street and Kealy Avenue.**

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**ADMINISTRATIVE COMMENTS:**

The front façade of the former Lewisville Feed Mill at 119 East Main Street encroaches into the East Main Street (FM 1171) right-of-way by approximately 1.6 feet. A request for the disposition of real property has been submitted to TxDOT by the property owner. Specifically, this is a request that TxDOT release the encroached area to the property owner to allow the building to remain as it currently sits. To release the property, TxDOT requires a letter from the City confirming support of the request. Additional requests for disposition of real property are expected from other property owners along Main Street in the core of Old Town. Staff is also requesting authorization to sign support letters for all Old Town Buildings that were originally and similarly built into the FM 1171 right-of-way.

**RECOMMENDATION:**

That the City Council authorize the City Manager to sign the letter of support and other letters of support for additional disposition requests along Main Street between Charles Street and Kealy Avenue as set forth in the caption above.

**G. REGULAR HEARINGS:**

- 7. Consideration of a Variance to the Lewisville City Code, Section 2-201, Fee Schedule, Regarding a Waiver of Fees for Personnel to Erect and Dismantle Tents Associated With the 2017 American Cancer Society Relay for Life Event, Located at the Lewisville High School-Harmon Campus, and Consideration of a Request for City In-Kind Support for the Same Event, as Requested by Christina Gockley, Community Manager, Relay For Life American Cancer Society.**

**ADMINISTRATIVE COMMENTS:**

The 2017 Relay For Life of Lewisville/Flower Mound event will be held from Friday May 19, 2017, and ending at midnight. A request is being made to a) provide City in-kind support of eight (8) tents and staff time to erect and dismantle tents related to the event; and b) to waive any associated fees for the event including fees for personnel to erect and dismantle tents. This event was held last year at the Harmon- Lewisville High School, 1250 W Round Grove Rd, Lewisville, TX 75067, and drew over 20 teams, over 600 participants, and raised over \$60,000.

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**RECOMMENDATION:**

That the City Council approve the request for City In-Kind support for the 2017 American Cancer Society Relay for Life event as set forth in the caption above.

- H. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- Quarterly Investment Report From October 1, 2016 – December 31, 2016
- I. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.072 (Real Estate): Property Acquisition
  2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- J. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- K. **ADJOURNMENT**

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).



# 2015 Charter Review Commission Recommendations

# Process

- Section 11.22 of Charter requires a Commission be appointed every 5 years
  - Term of Office for Commission is 6 months
  - Commission to serve January 2015 through June 2015
- Three issues requested for review by City Council members:
  - City Council Pay
  - Allowing City Council members to be on City Health Plan
  - Impact of Population Increases on Governing Body Size, Method of Election and Related Issues
- Staff also presented 2009-10 Commission recommendations for which election was not called previously

# Filling City Council Vacancy (Requested by Mayor Rudy Durham)

- In 2013 the Texas Constitution was changed to authorize home-rule municipalities to have a procedure to fill a vacancy on the governing body for which the vacancy is 12 months or less if approved by voters as a charter amendment.
  - Prior to this constitutional change, cities with terms in excess of two years could not have such a charter provision.
  - The Charter Review Commission did not discuss this change during the 6 month period for which they were appointed
  - Mayor Durham is now asking City Council to consider this change.

# Section 3.06 - Vacancies

- All vacancies shall be determined and filled in accordance with the constitution and laws of the State of Texas, as they now exist or may hereafter be amended. **Any vacancy occurring for which the unexpired term is twelve (12) months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining five (5) councilmen mentioned under section 3.01 above. Any vacancy for which the unexpired term is for more than twelve (12) months must be filled by a majority of the qualified voters voting in a special election called for such purpose in accordance with the Texas State Constitution. All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled.**
- All vacancies shall be determined and filled in accordance with the constitution and laws of the State of Texas, as they now exist or may hereafter be amended. Any vacancy occurring for which the unexpired term is twelve (12) months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining five (5) councilmen mentioned under section 3.01 above. Any vacancy for which the unexpired term is for more than twelve (12) months must be filled by a majority of the qualified voters voting in a special election called for such purpose in accordance with the Texas State Constitution. All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled.



# 2015 Charter Review Commission Recommendations

# Compensation of City Council members

- Recommendation: Revise Section 3.04 to increase compensation of the Mayor to \$175 per meeting and City Council members to \$125 per meeting; the Commission was opposed to inclusion of a methodology that would automatically increase pay based on some type of established formula.
- Reason: Compensation was set at \$50.00 per meeting in 2004 with no methodology for increasing pay over time. Commission recommended that pay be reviewed every five years with required charter review.

# Average MONTHLY PAY COMPARISON

(Survey Conducted in FY 14/15)

City	Mayor	Council
Allen	\$625.00	\$375.00
Arlington	\$250.00	\$200.00
Carrollton	\$375.00	\$200.00
Dallas	\$6,666.67	\$5,000.00
Fort Worth	\$2,416.67	\$2,083.33
Frisco	\$760.00	\$600.00
Garland	\$600.00	\$400.00
Grand Prairie	\$100.00	\$25.00
Grapevine	\$410.61	\$212.75
Irving	\$1,200.00	\$900.00
Mesquite	\$100.00	\$50.00
McKinney	\$100.00	\$100.00
Plano	\$1,400.00	\$1,000.00
Richardson	\$100.00	\$100.00
<b>MONTHLY AVERAGE</b>	<b>\$1,078.85</b>	<b>\$803.29</b>
Lewisville (current)	\$100.00	\$100.00
% Difference	978.85% below market	703.29% below market
Charter Recommendation	\$350.00	\$250
% Difference	250% below market	150% below market

# Participation in City's Health Plan

- **Recommendation:** Extend clinic visits to City of Lewisville City Council members only (does not include spouse and dependents) at no cost as permitted by law.
- **Reason:** No benefits are currently provided to City Council members. Out of the 17 survey city comparison, only three cities allow city council members to be on the health plan. The Commission recommended against providing health insurance benefits to City Council members.
- City Council members may utilize the Employee Clinic

# Section 3.04 Compensation

- The mayor **of the city council of Lewisville shall receive \$175.00 for each meeting** and members of the city council of Lewisville shall each receive compensation in the sum of **~~\$50.00~~-\$125.00** for each meeting of the city council which they attend; they shall also be entitled to reimbursement of and for necessary expenses incurred in the performance of their official duties, when approved by the council; **they shall also be allowed to utilize the employee clinic at no cost as allowed by law. Dependents of the city council are not allowed to utilize the employee clinic.**
- The mayor of the city council of Lewisville shall receive \$175.00 for each meeting and the members of the city council of Lewisville shall each receive compensation in the sum of \$125.00 for each meeting of the city council which they attend; they shall also be entitled to reimbursement of and for necessary expenses incurred in the performance of their official duties, when approved by the council; they shall also be allowed to utilize the employee clinic at no cost as allowed by law. Dependents of the city council are not allowed to utilize the employee clinic.

# Impact of Population Increases on Governing Body Size, Method of Election and Related Issues

- **Recommendation:** That the City Council consider structure of governance prior to any annexation of water districts within our ETJ.
- **Reason:** The timeframe for annexation of the DCFWS districts is unknown at this time.

# Section 3.07 Powers of the City Council

Recommendation: Delete clauses in section 3.07, subsection b and subsection s.

**Reason:** Subsection b contains a clause which gives the City Council the power to distribute work of divisions within the City but the City Manager, as the chief administrative officer of the City, is responsible for the distribution of work.

Subsection s contains a clause which requires a bond of all contractors, yet, in practice, such a bond is not always necessary of all contractors. Whether a bond is required depends on the specific project at issue.

# Section 3.07 Powers of the City Council

- All powers of the city, and the determination of all matters of policy, shall be vested in the city council. Without limitation of the foregoing, and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:
  - ~~b. Establish, create, consolidate, or abolish, administrative departments and distribute the work of divisions.~~
  - ~~s. To require bonds, both special and general, of all contractors and others constructing or building for the city, and set up standards, rules and regulations therefore.~~

# Section 3.07 Powers of the City Council

- All powers of the city, and the determination of all matters of policy, shall be vested in the city council. Without limitation of the foregoing, and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:
  - a. Appoint and remove a city manager as hereinafter provided.
  - b. Adopt the budget of the city.
  - c. Authorize the issuance and sale of bonds, by a bond ordinance.
  - d. Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs. To name and designate an "official newspaper" for the City of Lewisville, Texas.
  - e. Provide for such additional boards and commissions, not otherwise provided for in this charter, as may be deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this charter, by city ordinance, or by law.
  - f. Adopt and modify the zoning plan, and a building code, including electrical and plumbing codes, of and for the city; and to require building permits.
  - g. Adopt and modify the official map of the city. (The official map is, and shall be maintained by the city secretary, in the city hall in Lewisville, Texas.)

# Section 3.07 Powers of the City Council

- h. Adopt, modify and carry out plans proposed by the city planning commission, for the clearance of slum districts and rehabilitation of blighted areas.
- i. Adopt, modify and carry out plans proposed by the city planning commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole, or in part, by disaster.
- j. Regulate, license and fix the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city.
- k. Provide for the establishment and designation of fire limits, and prescribe the kind and character of buildings or structures or improvements to be erected therein; and provide for the erection of fireproof buildings within said limits; and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard, and prescribe the manner of their removal or destruction, within said limits.
- l. Fix the salaries and compensation of the city officers and employees, to set up qualifications, rules, and standards of and for employees of the city.
- m. Provide for a sanitary sewer and water system, and require property owners to connect their premises with sewer system, and provide for penalties for failure to make sanitary sewer connections.
- n. Provide for sanitary garbage disposal, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges. To define nuisances; and, to prohibit same; and provide penalties for violations.

# Section 3.07 Powers of the City Council

- o. Provide for all necessary public utilities and set fees and charges therefor and provide penalties for misuses of same.
- p. Exercise exclusive dominion, control and jurisdiction, (including the right to close and abandon streets and alleys), in, upon, over and under, the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city; and, provide for the improvement of same, as provided in Article 1105b, Chapter 9, Title 28, of the Revised Civil Statutes of the State of Texas of 1925, as now, or hereafter amended.
- q. Compromise and settle any and all claims, demands, and lawsuits, of every kind and character, in favor of, or against, the City of Lewisville.
- r. To pass ordinances defining and prohibiting misdemeanors and vagrancy; and, provide penalties for violations.
- s. To provide and/or arrange for any and all "civil defense measures" and "public shelter measures" for the City of Lewisville, Texas, and for the citizens thereof, deemed necessary for public welfare.
- t. To exercise, or delegate to the mayor, extraordinary and total executive powers, (on a temporary basis), during the existence and duration of any major public disaster, for the public welfare.

## Section 3.12 Official Bonds for City Employees

Recommendation: Delete section 3.12 in its entirety.

**Reason:** Official bonds for the city manager, the city secretary or any other city employee are not required by law, and the finance director for the city is bonded.

## Section 3.12 Official Bonds for City Employees

- ~~• The city manager and the city secretary and such other city officers and employees as the city council may require shall before entering upon the duties of their office, enter into a good and sufficient fidelity bond in a sum to be determined by the city council payable to the City of Lewisville, and conditioned upon the faithful discharge of the duties of such persons, and upon faithful accounting for all monies, credits and things of value coming into the hands of such persons, and such bonds, shall be signed as surety by some company authorized to do business under the laws of the State of Texas; and, the premium of such bonds shall be paid by the City of Lewisville; and, such bonds must be acceptable to the city council. Such bond shall be maintained in full force and effect at all times during such person's tenure of office.~~

## Section 5.07 Conducting and Canvassing Elections

Recommendation: Delete last sentence in section 5.07.

**Reason:** State law sets the specific dates for canvassing elections, which override the city charter.

# Section 5.07 Conducting and Canvassing Elections

- The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas. ~~Within five (5) days or as soon as practical after an election, the city council shall meet, open the returns, canvass and officially declare the result of the election as to candidates and questions, and issue certificates of election to candidates elected, as hereinbefore provided.~~
- The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas.

# Section 8.02 Development of Property

Recommendation: Approve new wording of Section 8.02.  
Development of property

**Reason:** State law addresses the expenditure of public funds for private development

# Section 8.02 Development of Property

- **Section 8.02. Development of property.** The city council ~~shall~~ may cooperate with persons interested in the development of property within, or beyond, the city limits. No expenditure of public funds, however, shall be authorized if said expenditure for the development of privately owned subdivisions, situated within or beyond the corporate limits of the city' except (where feasible for the city) for the extension of utilities or services to such areas is in violation of state law.
- **Section 8.02. Development of property.** The city council may cooperate with persons interested in the development of property within, or beyond, the city limits. No expenditure of public funds, however, shall be authorized if said expenditure is in violation of state law.

## Section 9.02 Preparation and Submission of Budget

**Recommendation:** Delete the clause in section 9.02 that sets forth the time frame for the submission of the budget.

**Reason:** State law addresses the timing of the budget.

## Section 9.02 Preparation and Submission of Budget

- The city manager shall, ~~between 60 and 90 days prior to beginning of each fiscal year~~, submit to the council a proposed budget, which shall provide a complete financial plan for the fiscal year ...
- The city manager shall submit to the council a proposed budget, which shall provide a complete financial plan for the fiscal year ...

## Section 9.06 Notice of Public Hearing on Budget

**Recommendation:** Delete section 9.06 in its entirety.

**Reason:** State law sets forth the requirements for public hearings on the budget.

## Section 9.06 Notice of Public Hearing on Budget

- ~~• At the meeting of the city council at which the budget is submitted, the city council shall fix the time and place of the public hearing on the budget. The public hearing on the proposed budget shall be set for a date occurring after the 15<sup>th</sup> day after the budget is filed with the municipal clerk, but before the governing body makes its tax levy, and, the city council shall cause to be published in the official newspaper of the City of Lewisville, a notice of the hearing setting forth the time and place thereof at least five days before the date of such hearing.~~

## Section 9.07 Public Hearing on Budget

**Recommendation:** Delete section 9.07 in its entirety.

**Reason:** State law sets forth the requirements for public hearings on the budget.

## Section 9.07 Public Hearing on Budget

- ~~• At the time and place set forth in the notice required by section 9.06, or at any time and place to which such public hearing shall from time to time be adjourned, the city council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.~~

# Section 9.14 Contingent Appropriation

**Recommendation:** Delete section 9.14 in its entirety.

**Reason:** This contingency appropriation is unnecessary because expenditure of these funds would require city council approval. Therefore, it is more efficient to request an emergency appropriation from the city council when an emergency actually exists. Staff has historically budgeted \$100 to meet the requirement of this section.

# Section 9.14 Contingent Appropriation

- ~~• Provision shall be made in the annual budget and in the appropriation ordinance for a contingent appropriation in an amount not more than three (3) percent of the total budget, to be used in case of unforeseen items of expenditure. Such contingent appropriation shall be under the control of the city manager and distributed by him, after approval of the city council. Expenditures from this appropriation shall be made only in case of established emergencies and a detailed account of such expenditures shall be recorded and reported.~~

## Section 9.24 Taxes; when due and payable

**Recommendation:** Delete the clause in section 9.24 which refers to the office of the city assessor collector.

**Reason:** The City no longer has an office of the city assessor collector, and those activities are performed by the Denton County Appraisal District and the Denton County Tax Collector.

# Section 9.24 Taxes; when due and payable

- All taxes due the City of Lewisville ~~shall be payable at the office of the city assessor-collector, and~~ may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty, interest and other collection costs as provided by the Texas Tax Code, Section 33.01 et seq., as it now exists or may hereafter be amended.
- All taxes due the City of Lewisville may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty, interest and other collection costs as provided by the Texas Tax Code, Section 33.01 et seq., as it now exists or may hereafter be amended.

## Section 8.04 Planning commission membership

**Recommendation:** Remove the requirement that a member of the Planning and Zoning Commission (P&Z) own real property within the City of Lewisville

**Reason:** Limits the ability of otherwise qualified residents to serve on the P&Z

## Section 8.04 Planning commission membership

- The city council shall appoint a city planning commission of seven (7) members who shall be residents of the city ~~and own real property therein~~ who shall serve without compensation.
- The city council shall appoint a city planning commission of seven (7) members who shall be residents of the city who shall serve without compensation.

# Considerations for Calling Election

- A change in governance structure will require adequate time to educate the public
- A charter election can only be held once every two years.

# Election Timing

- **Elections must be held on one of two uniform election dates:**
  - **Second Saturday in May**
  - **First Tuesday after first Monday in November**
- **If City Council desires to hold election November 7, 2017**
  - **August 7** Recommended date to approve ordinance calling special election
  - **August 21** Last day to call Election
- **If City Council desires to hold election May 5, 2018**
  - **January 1** Recommended date to approve ordinance calling special election
  - **February 19** Last day to call Election

# 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 19-25, 2017 as:

## “Lewisville Rotary Week 2017”

**PROCLAIMED** this the 20<sup>th</sup> day of February, 2017

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Rudy Durham, Mayor  
City of Lewisville

# PROCLAMATION

**WHEREAS,** on March 2, 1836, a group of 59 men gathered in a log cabin in Washington-on-the-Brazos and drafted a formal declaration of Texas independence from the Mexican empire; and,

**WHEREAS,** the Texas Declaration of Independence is largely based on the famous United States document signed in 1776, and established the shared desire of Texans to live free of tyranny and oppression; and,

**WHEREAS,** less than a month after the Texas Declaration of Independence was signed, General Sam Houston led Texas soldiers to a military victory at San Jacinto and secured that independence; and,

**WHEREAS,** Texans remain united today by their fierce love of freedom and strong spirit of independence, marked by the annual observance of Texas Independence Day;

**NOW, THEREFORE,** I, Rudy Durham, Mayor of the City of Lewisville, along with the members of the City Council, do hereby proclaim March 2, 2017, as

## "TEXAS INDEPENDENCE DAY"

And encourage all residents of Lewisville to celebrate Texas Independence by exercising the rights and freedoms that have been granted them through the sacrifices of the patriots who preceded us.

**PROCLAIMED** this the 20<sup>th</sup> day of February, 2017.

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**Rudy Durham, Mayor**  
**City of Lewisville**

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** February 20, 2017

**SUBJECT:** **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit (SUP) for a 22,850 Square-Foot Shooting Range (Indoor) on a 2.256-Acre Lot, Legally Described as, Lot 6R-1, Block A, Corporate Square; Located on the West Side of South Stemmons Freeway (IH-35E) Approximately 550 Feet South of Corporate Drive at 1915 South Stemmons Freeway; Zoned Light Industrial (LI) District, as Requested by Kevin Allee, of Point Blank Range & Gun Shop, on Behalf of Lewisville Bassett One LTD, the Property Owner (Case No. SUP-2017-02-04).**

### BACKGROUND

The special use permit process allows for consideration of certain uses that may potentially be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions. Point Blank Range and Gun Shop is a retailer that sells firearms, has an indoor gun range and provides educational classes. They are a chain of indoor gun ranges with 10 stores. The proposed gun range and gun shop will be in a pre-existing vacant building located on 1915 S. Stemmons Freeway. The hours of operation will be 10 a.m. to 9 p.m. Monday through Friday, 8 a.m. to 8 p.m. Saturday, and 10 a.m. to 6 p.m. Sunday. On February 7, 2017, the Planning and Zoning Commission recommended unanimous approval (6-0) of the SUP.

### ANALYSIS

The Point Blank Gun Range will contain a retail floor, three class rooms and an indoor range consisting of 24 lanes. The applicant has addressed safety issues in several ways. There will be a range safety officer on duty at all times, ensuring all the establishment's rules are being followed. Each customer must have a government issued ID and must watch a safety video before using the lanes. The range itself is encased by a solid concrete masonry unit (CMU) wall that is mortar and rebar filled, which helps to contain the rounds fired and the sound. Furthermore, the walls and ceilings will be covered with sound dampening materials, and the doors to the range are solid filled to help abate sound. The shooting lanes are separated by a combination of bullet proof steel and bullet proof glass. There is a rubber mound positioned at the end of each lane to trap the bullets. The range will also be equipped with a Carey filtration system. This system contains four ventilation units that will move air down the range at a rate of one foot per second.

Subject: Shooting Range SUP

February 20, 2017

Page 2 of 2

No variance is required to allow the discharge of firearms within the City limits due to Section 8-1, 3C of the Code of Ordinances, which cites as a defense "an activity or use authorized by the comprehensive zoning ordinance." The Light Industrial (LI) zoning ordinance allows indoor and outdoor shooting ranges with a Special Use Permit (SUP).

#### *Building Design*

The exterior of the building, which is 22,850 square feet, will undergo a number of enhancements. These enhancements include adding a cultured stone veneer to the front of the building, as well as the front two corners. The building will also be repainted to neutral grey colors, light and dark, except for the entrance area which will be painted an orange "Jalapeno" color. These specific color choices can be found in the elevation exhibits. The entrance of the building is also being relocated to the right (when facing the building) to provide additional room for the lanes. A small awning will be located above the entrance. The building is not subject to the brick veneer gateway requirements since it was built and permitted in 1997 before these requirements were adopted.

#### *Signage*

There is an existing highway pylon sign currently located on the property. The business wants to use this existing sign for three years, and then will take down the pylon sign and replace it with a monument sign. There will also be a wall sign on the façade of the building. This sign will have LED illuminated lettering and will be measured 32'-3 1/2" by 74 1/2". An example of the wall sign can be found in the elevation exhibit.

#### *Landscaping*

Point Blank is adding ten additional trees to the site, which will bring the site into compliance with current landscape standards. Live screening will be added around the ventilation equipment located at the back of the establishment.

### **RECOMMENDATION**

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

## MEMORANDUM

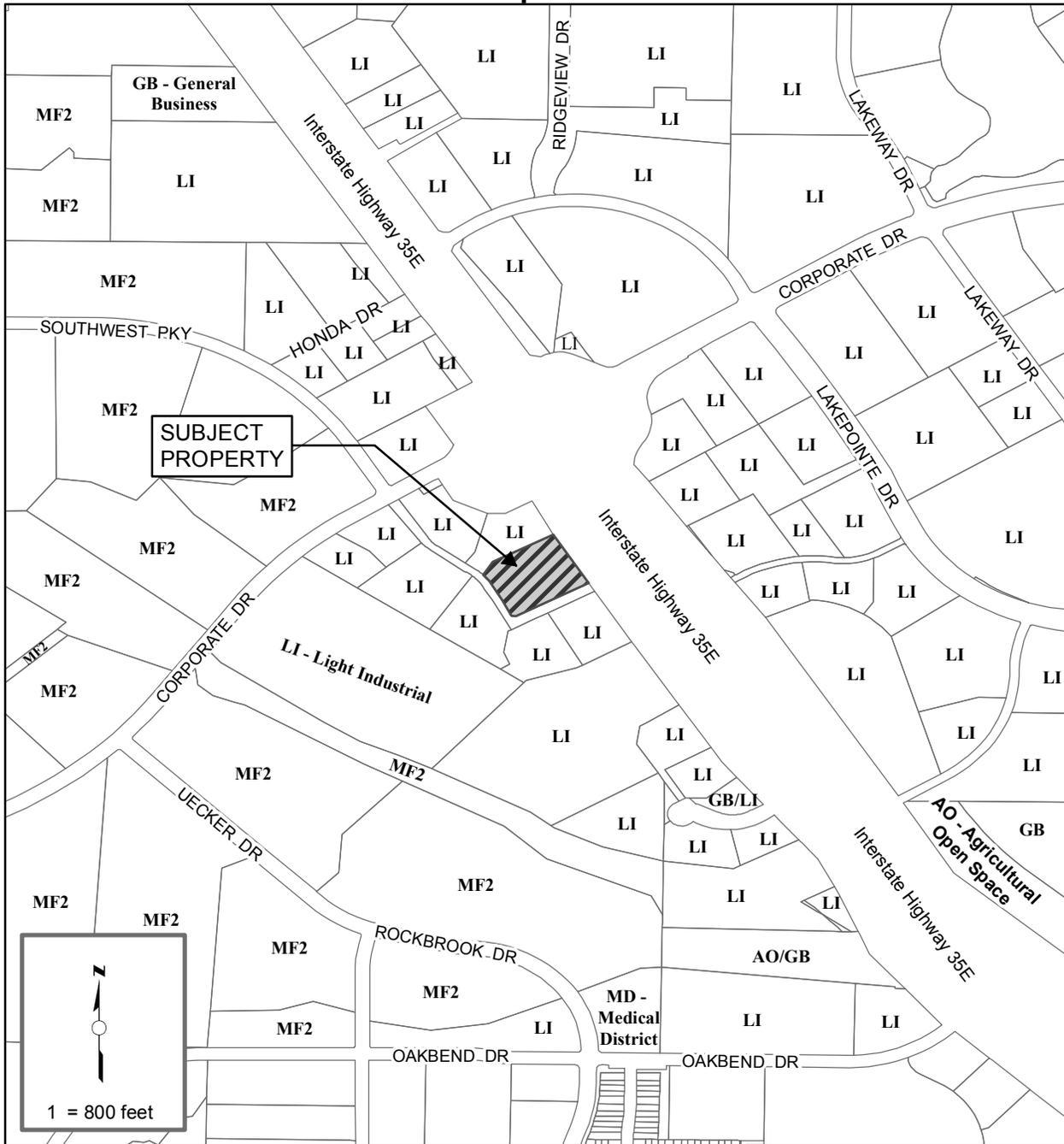
**To:** Richard Luedke, Planning Manager  
**From:** Russ Kerbow, Chief of Police   
**Date:** February 15, 2017  
**Subject:** **POINT BLANK GUN RANGE – APPROVAL**

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I have reviewed the plans concerning the proposed new gun range located at 1915 S. Stemmons Freeway and I see no public safety reason to deny their special use permit (SUP). My concern for any indoor gun range is whether a projectile or unreasonable noise could reasonably come from within the structure. The proposed location is within a mile of a couple of residential multi-family homes and hotels but is zoned light industrial. The proposed gun range's external structure is composed of "a solid CMU wall that is mortar and rebar filled" and the ceiling and interior walls will receive sound deafening treatment. It is my understanding that Point Blank will install air handling equipment and a bullet trap that will capture spent bullets safely. The proposed location is surrounded to the west by retail buildings and a golf range so it is my belief that any sound carrying from the structure is comparable to the noise created by the freeway and not likely to result in any noise complaints.

Please let me know if you need anything else.

# Location Map - Point Blank



**CASE NO. SUP-2017-02-04**

**PROPERTY OWNER:** LEWISVILLE BASSETT ONE LTD

**APPLICANT NAME:** KEVIN ALLEE, POINT BLANK RANGE & GUN SHOP

**PROPERTY LOCATION:** 1915 S. STEMMONS FWY (2.256 ACRES)

**CURRENT ZONING:** LIGHT INDUSTRIAL (LI)

**REQUESTED USE:** A SPECIAL USE PERMIT (SUP) FOR A SHOOTING RANGE (INDOOR)

# Aerial Map - Point Blank



**MINUTES  
PLANNING AND ZONING COMMISSION  
FEBRUARY 7, 2017**

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**Item 1:**

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

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

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**Item 4:**

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

- A. **Public Hearing:** Consideration of a Special Use Permit (SUP) for a 22,850 Square-Foot Shooting Range (Indoor); on an Approximately 2.256-acre Lot, Legally Described as Lot 6R-1, Block A, Corporate Square; Located at 1915 South Stemmons Freeway, Zoned Light Industrial District (LI), as Requested by Kevin Allee, of Point Blank Range & Gun Shop, on behalf of Lewisville Bassett One LTD, the Property Owner. (Case No. SUP-2017-02-04).

Staff gave a brief overview of the proposed Special Use Permit request. Staff recommended approval, and the applicant was present to answer questions. Member Kristin Green expressed concerns about the safety of the public and asked the applicant to further explain the safety precautions that would be taken. Kevin Allee, of Point Blank Range & Gun Shop, explained that the interior of the building would be reinforced with solid concrete blocks filled with steel rebar, steel plates and bulletproof glass. Member Kristin Green also asked if existing windows would be replaced and if noise reduction measures would be taken. Kevin Allee responded that the existing windows would be replaced with Grade-3 bulletproof glass and that sounds from gunfire would be minimized both indoors and outdoors. Member Kristin Green asked if a location near the highway followed their typical business model, to which Kevin Allee replied that most of their locations are on or adjacent to major freeways and that their desired market is similar to the market that Costco locates within. Member Alvin Turner asked what age range would be allowed to use the range, and Kevin Allee answered that thirteen year olds would be allowed with parent supervision and a minimum age of eighteen years old without. Chairman Davis asked if parking was adequate and staff replied that the gun range does meet the parking requirement. The public hearing was then opened by Chairman Davis. There being no public comment, the public hearing was then closed. A motion was made by Kristin Green to recommend approval of the Special Use Permit request, seconded by John Lyng. The motion passed unanimously (6-0). Staff indicated that this item would be going before the City Council on February 20<sup>th</sup> for a second public hearing and a final decision.

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

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

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

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

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

(c) *Area.*

(1) *Size of yards.*

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

(2) *Reserved.*

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

## **SECTION 17-29.5 - "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**  
Empowering the Future

**SPECIAL USE PERMIT (SUP)  
 APPLICATION**

Owner/s (name): <u>Robert M. Farrell</u> Lewisville Barrett One <sup>st</sup> Rd.	
Company Name: <u>Farrell Properties.</u>	
Mailing Address: <u>8235 Douglas St 815 Dal, TX 75225</u>	
Work #: <u>214 914-5487</u>	Cell #:
E-Mail: <u>rob@farrelldev.com</u>	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization)	Date: <u>11-27-16</u>
Printed Name: <u>Robert M. Farrell</u>	

Applicant/Agent (name): <u>Kevin Allee</u>	
Company Name: <u>POINT BLANK RANGE &amp; GUN SHOP</u>	
Mailing Address: <u>10930 Deerfield Rd Cincinnati OHIO 45242</u>	
Work #:	Cell #: <u>513-646-9444</u>
E-Mail: <u>KEVIN A @ SHOOT POINT BLANK .COM</u>	
Applicant/Agent Signature	Date: <u>12-19-16</u>
Printed Name: <u>Kevin Allee</u>	

Current Zoning: _____	Requested Zoning: <u>SUP</u>	Acres: <u>2.256</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>TRACT 1, LOT GR-1, BLOCK A</u>		
Address/Location: <u>1915 S. STEMMONS FREEWAY, Lewisville, TX</u>		

**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: <u>1</u>	SUP Signs - \$35 each. 1 sign required for each 5 acres (max. 5 per site)	\$ <u>35.00</u>
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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)	\$ <u>285.00</u>
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**LEWISVILLE**  
Deep Roots. Broad Wings. Bright Future.

**REQUIRED:**

Fully describe the plans for the property

POINT BLANK RANGE: GUN SHOP WOULD LIKE TO  
REMODEL THE EXISTING STRUCTURE AT 1915 S. STEMMONS FWY.  
INTO AN INDOOR GUN RANGE, GUN SALES AND EDUCATION CENTER.  
IN OUR SUBMITTAL PACK I HAVE INCLUDED MORE INFORMATION ON  
POINT BLANK AND OUR OPERATION. IF YOU PREFER, YOU CAN VISIT  
OUR WEB SITE AT SHOOTPOINTBLANK.COM.

**NOTE:**

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



# Overview

12/12/16



## Overview

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### MISSION STATEMENT

To promote responsible firearm ownership and usage through an engaged, honest and knowledgeable team effort.

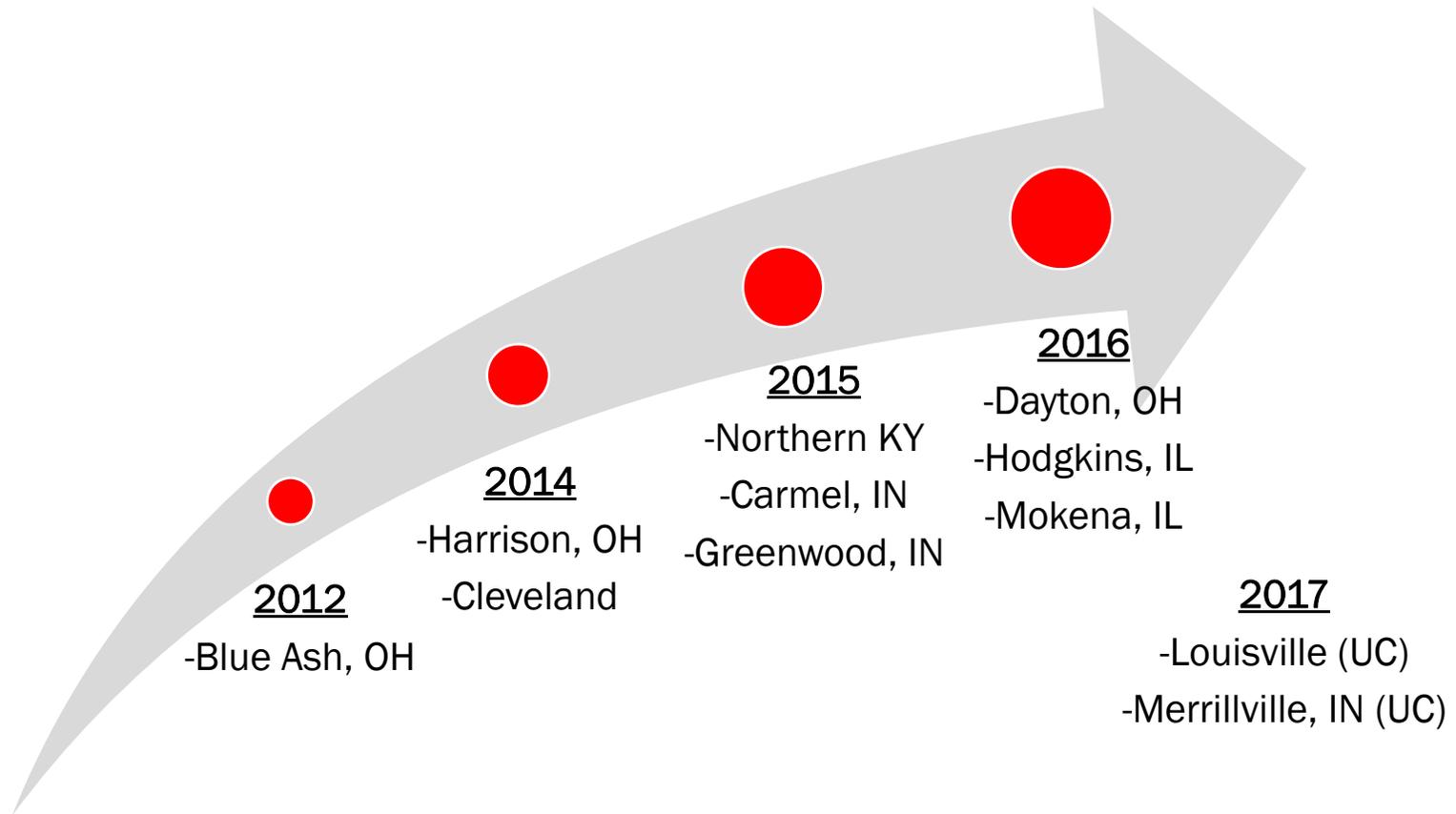


## Overview

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### STORE GROWTH

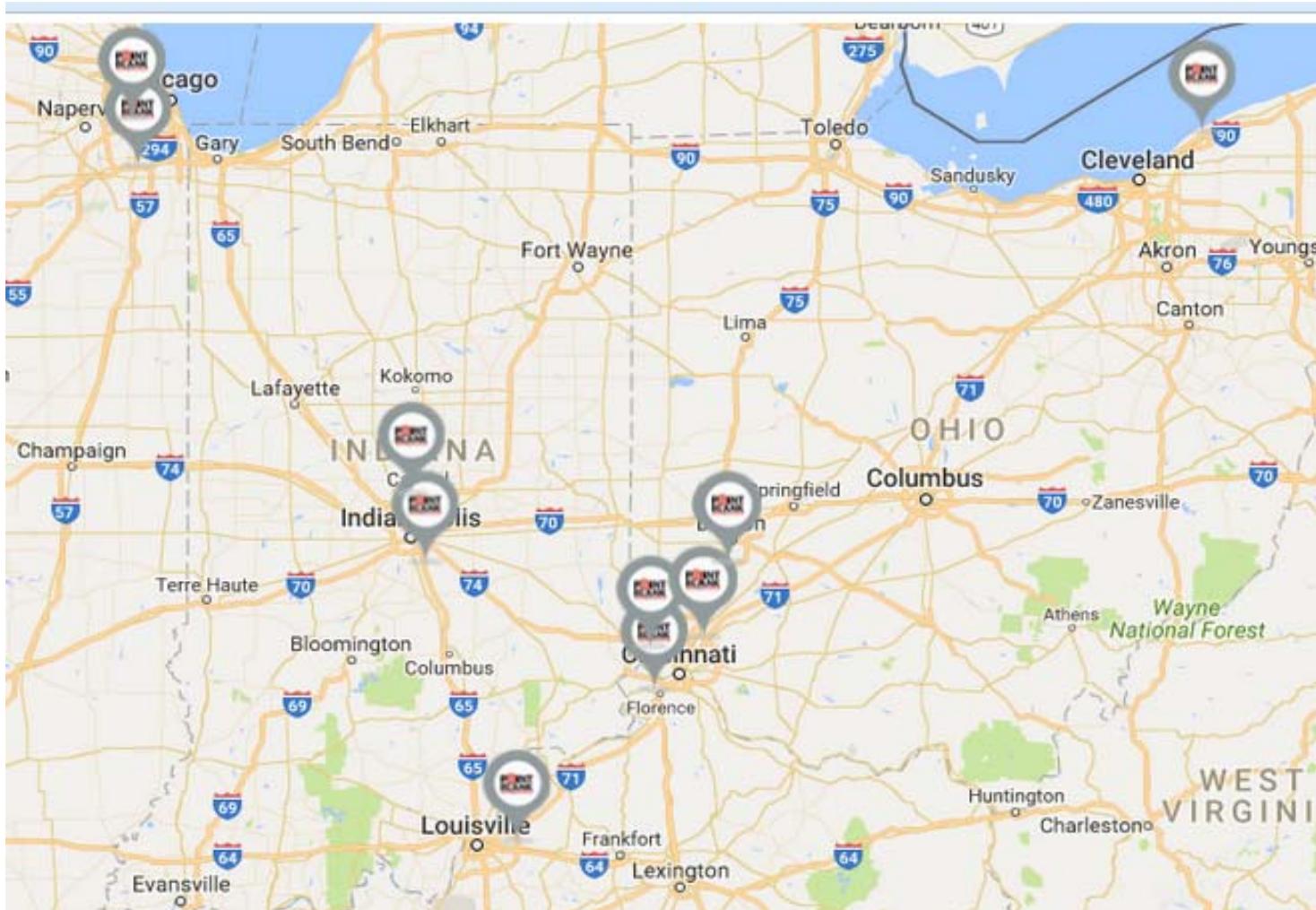
## 9 TOTAL STORES, 2 UNDER CONSTRUCTION



## Overview

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### STORE GROWTH





## Overview

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### STORE GROWTH



Mokena, IL

Greenwood, IN





## Overview

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### STORE GROWTH



Dayton, OH



Hodgkins, IL



## Overview

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### RETAIL STORE

- Carry Top Selling firearms and Ammo
- ~X square feet of retail space on average
- Online ordering system for special order items



## Overview

### INDOOR SHOOTING RANGE

- Ranges constructed of AR 500 Steel, bullet proof glass and ballistic rubber
- 20+ climate controlled shooting lanes (25 yards)
- Triple HEPA filtration system moves air past firing away from shooter





## Overview

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### INDOOR SHOOTING RANGE

- Accommodate both long guns and handguns
- Range Safety Officer on duty at all times
- No membership needed, however Range Passes available for purchase



## Overview

### EDUCATION

- Offer several class options for the beginner or expert
  - Concealed Carry
  - Basic Handgun
  - CCW Skills
  - Private Lessons
  - Ladies Only Classes
  
- Classes taught by NRA Certified Instructors



## Overview

### SERVICES

- Corporate Parties and Outings
- Firearm Cleaning Services
- Firearm Transfers

### GROUP EVENTS

**HAVE YOUR PARTY OR CORPORATE  
EVENT AT POINT BLANK!**

- Holiday parties
- Family outings
- Team building events

 **Instructors available. Ask for details.**

**POINT BLANK**  
RANGE & GUNSHOP

### FIREARM SERVICES

#### CLEANING SERVICES

 <b>LONG GUNS</b>	Prices starting at <b>\$35.00</b>
 <b>HANDGUNS</b>	Prices starting at <b>\$25.00</b>

#### ARMORER SERVICES

**PRICES STARTING AT \$20.00**

- Firearm diagnosis & function/safety check
- Scope/laser mounting
- Firearm sight-in & sight adjustment
- Accessory installation

**POINT BLANK**  
RANGE & GUNSHOP



**Questions?**

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

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR A SHOOTING RANGE (INDOOR) ON APPROXIMATELY 2.256 ACRES LEGALLY DESCRIBED AS LOT 6R-1, BLOCK A, CORPORATE SQUARE, LOCATED ON THE WEST SIDE OF SOUTH STEMMONS FREEWAY (IH-35E) APPROXIMATELY 550 FEET SOUTH OF CORPORATE DRIVE AT 1915 SOUTH STEMMONS FREEWAY AND ZONED LIGHT INDUSTRIAL DISTRICT (LI); PROVIDING FOR A REPEALER, SEVERABILITY, AND A PENALTY; AND DECLARING AN EMERGENCY.**

**WHEREAS**, applications were made requesting approval of a Special Use Permit for a shooting range (indoor) 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 2.256-acre property, as described in the attached Exhibit “A” (the “Property”), be **approved**; 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 a shooting range (indoor) on the Property, which is zoned Light Industrial District (LI).

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

1. in compliance with the narrative, development plan, landscape plan, building elevations and signage detail attached hereto as Exhibit “B”;
2. in accordance with all federal, state, and local laws and regulations; and
3. with a condition that the existing pylon sign shall be removed and replaced with a monument sign in compliance with the sign ordinance no later than 36 months after the issuance of a certificate of occupancy.

**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 20<sup>TH</sup> DAY OF FEBRUARY, 2017.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

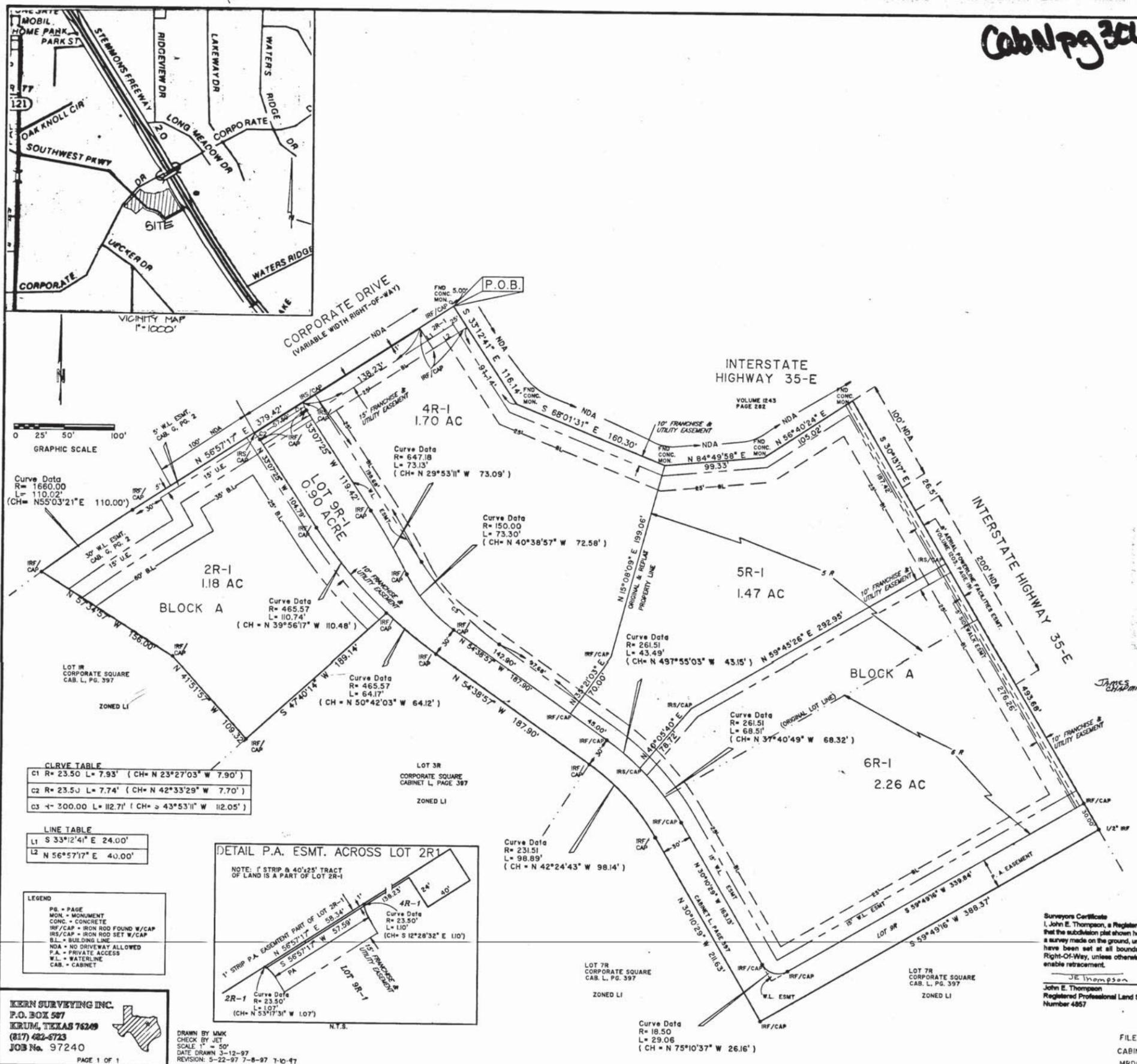
\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY

Exhibit A  
Property Description

Exhibit B  
Narrative  
Development Plan  
Landscape Plan  
Building Elevations  
Signage Detail

# EXHIBIT A

*Cabin pg 306*



**OWNERS CERTIFICATE**

WHEREAS HENRY RIFE and DANNY W. JOHNSON are the owners of all that certain tract or parcel of land situated in the Charles Demay Survey, Abstract # 335, City of Lewisville, Denton County, Texas and being all of Lots 2R, 4R, 5R, 6R and 9R of Corporate Square, an Addition to the City of Lewisville according to the Replat thereof recorded in Cabinet L, Page 307 of the Plat Records of Denton County, Texas, being more fully described as follows:

BEGINNING at the most Northern corner of the tract being described herein at a 1/2" iron rod found at the most Northern corner of said Lot 4R at the intersection of the Southeastly right-of-way line of Corporate Drive and the Southeastly right-of-way line of Interstate Highway 35-E;

THENCE South 33 Degrees 12 Minutes 41 Seconds East a distance of 116.14 feet to a concrete monument found for corner at a salient corner of Interstate Highway # 35-E;

THENCE South 08 Degrees 01 Minutes 31 Seconds East a distance of 180.30 feet to a concrete monument found for corner at a salient corner of Interstate Highway # 35-E;

THENCE North 94 Degrees 48 Minutes 58 Seconds East a distance of 99.33 feet to a concrete monument found for corner at a salient corner of Interstate Highway # 35-E;

THENCE North 56 Degrees 40 Minutes 24 Seconds East a distance of 105.02 feet to a concrete monument found for corner at a re-entrant corner of Interstate Highway # 35-E;

THENCE South 30 Degrees 13 Minutes 17 Seconds East with the Southeastly right-of-way line of Interstate Highway # 35-E a distance of 483.68 feet to a 1/2" capped iron rod found for corner;

THENCE South 59 Degrees 48 Minutes 18 Seconds West a distance of 388.37 feet to a 1/2" capped iron rod found for corner;

THENCE North 30 Degrees 10 Minutes 29 Seconds West a distance of 211.83 feet to a 1/2" capped iron rod found for corner at the beginning of a curve to the left having a radius of 231.51 feet and a chord bearing and distance of North 42 Degrees 24 Minutes 43 Seconds West, 98.14 feet;

THENCE along said curve an arc distance of 96.88 feet to a 1/2" capped iron rod found for corner;

THENCE North 54 Degrees 38 Minutes 57 Seconds West a distance of 187.90 feet to a 1/2" capped iron rod found for corner at the beginning of a curve to the right having a radius of 486.57 feet and a chord bearing and distance of North 50 Degrees 42 Minutes 03 Seconds West, 64.12 feet;

THENCE South 47 Degrees 40 Minutes 14 Seconds West a distance of 189.14 feet to a 1/2" capped iron rod found for corner;

THENCE North 41 Degrees 51 Minutes 57 Seconds West a distance of 109.32 feet to a 1/2" capped iron rod found for corner;

THENCE North 57 Degrees 34 Minutes 57 Seconds West a distance of 156.00 feet to a 1/2" capped iron rod found for corner in the Southeastly right-of-way line of Corporate Drive and in a curve to the right having a radius of 1880.00 feet and a chord bearing and distance of North 55 Degrees 03 Minutes 21 Seconds East, 110.00 feet;

THENCE along said curve and said right-of-way line an arc distance of 110.02 feet to a 1/2" capped iron rod found for corner;

THENCE North 56 Degrees 57 Minutes 17 Seconds East a distance of 379.42 feet to the POINT OF BEGINNING and enclosing 7.51 acres of land more or less.

**OWNERS CERTIFICATE OF DEDICATION**

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT HENRY RIFE and DANNY W. JOHNSON DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS CORPORATE SQUARE LOTS 2R-1, 4R-1, 5R-1, 6R-1 and 9R-1, BLOCK A, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND ALLEYS SHOWN HEREON; AND DOES 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 EFFICIENCY 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 CONSTRUCTING, 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 A THREE (3) FOOT RADIUS FROM THE CENTER POINT OF ALL FIRE HYDRANTS AND A TWO (2) FOOT RADIUS FROM THE CENTER POINT OF ALL OTHER APPURTENANCES (FIRE HYDRANT VALVES, WATER METERS, METER BOXES) IS HEREBY GRANTED TO THE CITY OF LEWISVILLE FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING AND MAINTAINING THE ABOVE NAMED APPURTENANCES. WHO TO 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.

ALL LOTS IN THE SUBDIVISION SHALL BE SOLD AND DEVELOPED SUBJECT TO THE BUILDING LINES SHOWN ON THE PLAT.

Henry Rife *[Signature]* 7-22-97  
 Danny W. Johnson *[Signature]* 7-22-97

STATE OF TEXAS  
 BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Henry Rife, known to me to be the person, whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.  
 GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS 22 DAY OF JULY 1997.



STATE OF TEXAS  
 BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Danny W. Johnson known to me to be the person, whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.  
 GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS 22 DAY OF JULY 1997.



All valences (if any) from the General Development ordinance approved by City Council.  
 James Chapman *[Signature]* 8-5-97  
 Chairman of Planning & Zoning Commission  
 City of Lewisville, Texas

The undersigned, the City Secretary of the City of Lewisville, Texas, hereby certifies that the foregoing final plat of the Corporate Square Lots 2R-1, 4R-1, 5R-1, 6R-1 and 9R-1, Block A, a Subdivision or Addition to the City of Lewisville was submitted to the appropriate Planning & Zoning Commission or City Council as required by the City of Lewisville on the 22nd day of July 1997, and such body by formal 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 hereinabove subscribed in the capacity stated.

Witness my hand this 11th day of August 1997  
 Marty Hendrix *[Signature]*  
 City Secretary  
 City of Lewisville, Texas

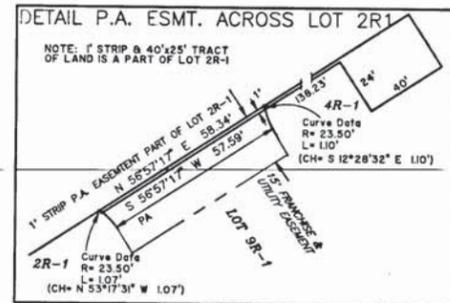


**CURVE TABLE**

C1	R= 23.50	L= 7.93'	(CH= N 23°27'03" W 7.90')
C2	R= 23.50	L= 7.74'	(CH= N 42°33'29" W 7.70')
C3	R= 300.00	L= 112.71'	(CH= S 43°53'11" W 112.05')

**LINE TABLE**

L1	S 33°12'41" E 24.00'
L2	N 56°57'17" E 40.00'



**KERN SURVEYING INC.**  
 P.O. BOX 507  
 KRUM, TEXAS 76240  
 (817) 482-6723  
 JOB No. 97240

DRAWN BY MMK  
 CHECK BY JET  
 SCALE: 1" = 50'  
 DATE DRAWN 3-12-97  
 REVISION: 5-22-97 7-8-97 7-10-97

**Surveyors Certificate**

I, John E. Thompson, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the subdivision plat shown hereon accurately represents the described property as determined by a survey made on the ground, under my direction and supervision, and 1/2 inch iron rods capped "Kern" have been set at all boundary corners, block corners and points of curves along dedicated Right-Of-Way, unless otherwise noted. The monuments or marks set, or found, are sufficient to enable retracement.

JE Thompson  
 John E. Thompson  
 Registered Professional Land Surveyor  
 Number 4867

FILED 8-18-97  
 CABINET N PAGE 306  
 MRDCT

**FINAL PLAT**  
**CORPORATE SQUARE**  
 LOTS 2R-1, 4R-1, 5R-1 & 6R-1, 9R-1, BLOCK A  
 ZONED LI  
 BEING A REPLAT OF LOTS 2R, 4R, 5R & 6R, 9R  
 BLOCK A  
 BEING 7.51 ACRES IN THE  
**CHARLES DEMAY SURVEY**  
 ABSTRACT No. 335, CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS



Filed for Record in:  
 DENTON COUNTY, TX  
 HONORABLE TIM HODGES/COUNTY CLERK  
 On Aug 18 1997  
 At 8:49am  
 Doc/Num: 37-888648  
 Recording: 28.88  
 Doc/Sheet: 6.08  
 Receipt #: 26524  
 Deputy: Cheryl

# EXHIBIT B

## Point Blank Narrative

1915 S. Stemmons Freeway, Lewisville, Texas

Point Blank Range and Gun Shop is a retailer that sells firearms, has an indoor gun range and provides educational classes ranging from conceal carry permits to handgun safety. We have ten locations open and plan to open eight more in 2017. Our operating stores are in Chicago, Cleveland, Indianapolis, Louisville, Dayton and in Cincinnati, which is our headquarters. We are the largest and most active chain of indoor gun ranges in the country.

The DFW market is a primary focus for us in 2017. We have secured locations in North Richland Hills, Plano and Arlington. We would like to make Lewisville a key part of our plan for the DFW market. Our intention is to sign a long-term lease with the landlord of 1915 S. Stemmons Freeway and invest more than one million dollars in remodeling the existing structure. Our web address is [shootpointblank.com](http://shootpointblank.com). It will give you some insight into our company and how we operate. It will show you the type of retailer we are, the type of sites we prefer, and the neighbors and co-tenants we coexist with quite well.

The existing structure on 1915 South Stemmons Freeway suits our needs quite well. We will repaint the exterior to match our corporate colors. We will move the entrance to the right as you face the building. This will provide interior space for the indoor range. The front elevation provided will show the area Point Blank will add cultured stone to improve the aesthetics of the side of the building that is most visible. The existing loading area will be utilized as is. The Carey's filtration system we utilize for the range will move air down range at one foot per second. There are several filters in each of the four units and finish with a series of HEPA filters. The four ventilation units are approximately 8' wide, 21' long and 10' tall. Since we have extra space in the building, we are placing two units inside the structure and two will need to be located outside the building. If you refer to the site plan or landscape plan you will see the location we are suggesting. This placement will require the removal of a Bradford pear tree. We will replace with two crepe myrtles (or trees you suggest) on the southeast corner of the building. The ventilation equipment is very expensive (\$400,000) so we would like to fence it in and screen with evergreens. Point Blank will also add four additional crepe myrtles in the parking islands.

The interior of the building is wide open as it sits today. We have included a floor plan that shows we will have a retail floor, three class rooms and an indoor range consisting of 24 lanes. The range is encased by a solid CMU wall that is mortar and rebar filled. This serves two purposes, one is containing rounds fired and the second is sound containment. All doors and door frames to the range are solid filled to help contain noise as well. The walls and ceiling are also coated with sound dampening materials. The shooting lanes are separated by a combination of bullet proof steel and bullet proof glass. The bullets are trapped in a rubber mound at the end of the range. Point Blank will have a range safety officer on duty at all times ensuring all safety rules are followed. All range customers must have a government issued ID and watch a short safety video. Our ranges allow for calibers up to a .308. No one can use tracer rounds, armor piercing or incendiary rounds. There will be a small receiving area, offices and a break room. We will remodel the existing rest rooms.

The existing pylon sign is extremely important to us. Lewisville on paper looks to be an amazing site and territory. Point Blank likes the number of people in a ten-mile radius, the traffic counts and the average

household income. We believe it is a good site, but are still very concerned by the number of retail closures in the area. I have stopped in several retailers, in close proximity, and I am hearing of low volume stores, underperforming stores, and retailers that rank in the bottom third of their territories. Point Blank needs the use of the highway pylon sign if possible to help ensure our success. We would like to utilize the pylon for three years from the receipt of certificate of occupancy. The property owner has approved this deal as well. At the end of the three year period Point Blank will remove the pylon sign and replace with a low profile monument sign that meets code at that point in time.

The existing parking field has 123 parking spot which includes 5 handicap stalls. The building is 22,850 square feet. Our typical building is approximately 15,000 square feet. We will have some space unutilized in the building. If this was a build to suit for Point Blank 85 parking stalls would be our requirement. Therefore, 123 stalls will be more than sufficient.

Thank you for considering us for a special use permit. We are excited about becoming a member of the Lewisville business community. Upon request, I have references from other city managers, mayors and police chiefs that will confirm we are good corporate citizens. They will attest to the fact that we have done what we committed to and are an asset to the community.

**PARKING AND BUILDING INFORMATION:**

TYPICAL DRIVE AISLE = 25'-0"  
 TYPICAL PARKING SPACE 9'-0" x 18'-0"

TOTAL PARKING SPACES = 123 (5) ADA SPACES  
 TOTAL BUILDING AREA = 22,850 SF  
 PARKING SPACES REQUIRED PER 6-162(a)(20)  
 RETAIL AREA = 9750 SF @ 7.5 SPACES PER 1000 SF = 74 (73.125)  
 STORAGE AREA = 3760 SF @ 1 SPACE PER 300 SF = 13 (12.5)  
 RANGE/WAREHOUSE AREA = 9340 SF @ 1 SPACE PER 1000 SF = 10 (9.3)  
 TOTAL SPACES REQUIRED = 97  
 TOTAL SPACES PROVIDED (EXISTING) = 123

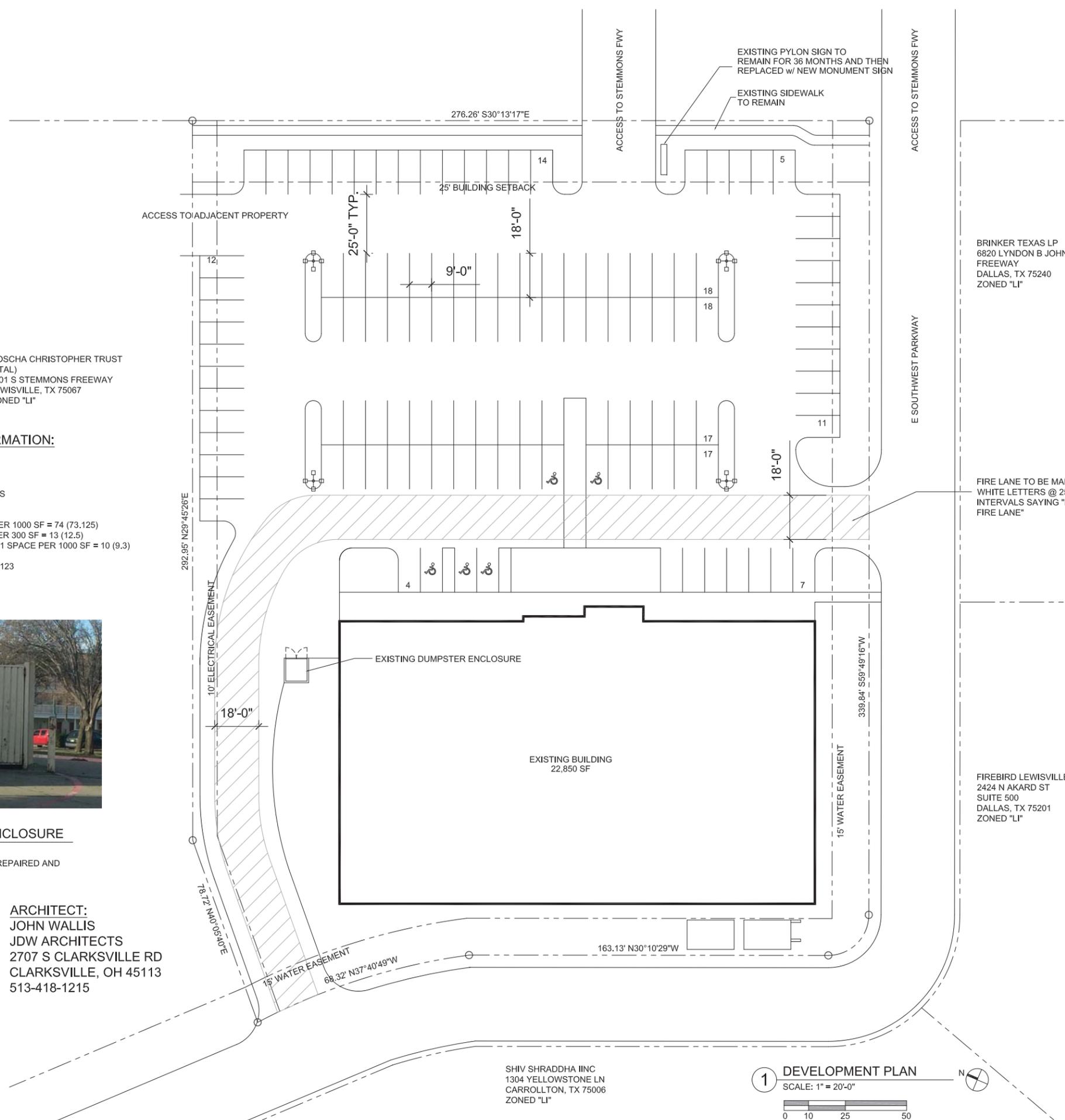


**2 EXISTING DUMPSTER ENCLOSURE**  
 SCALE: 1" = 20'-0"  
 EXISTING DUMPSTER ENCLOSURE TO BE REPAIRED AND REPAINTED AS REQUIRED

**APPLICANT/OWNER:**  
 ROBERT FARRELL  
 ROBERT M. FARRELL PROPERTIES  
 8235 DOUGLAS AVENUE, SUITE 815  
 DALLAS, TX 75225-6012  
 214-914-5487

**ARCHITECT:**  
 JOHN WALLIS  
 JDW ARCHITECTS  
 2707 S CLARKSVILLE RD  
 CLARKSVILLE, OH 45113  
 513-418-1215

GOSCHA CHRISTOPHER TRUST  
 (ETAL)  
 1901 S STEMMONS FREEWAY  
 LEWISVILLE, TX 75067  
 ZONED "LI"



**1 DEVELOPMENT PLAN**  
 SCALE: 1" = 20'-0"  
 0 10 25 50



REV	DATE	DESCRIPTION
12-30-16	REV #1	
1-23-17	REV #2	
2-1-17	REV #3	

**DEVELOPMENT PLAN FOR  
 POINT BLANK RANGES  
 CORPORATE SQUARE  
 LOT 6R-1, BLOCK A  
 2.26 ACRES  
 ZONED "LI"**

BRINKER TEXAS LP  
 6820 LYNDON B JOHNSON  
 FREEWAY  
 DALLAS, TX 75240  
 ZONED "LI"

FIREBIRD LEWISVILLE  
 2424 N AKARD ST  
 SUITE 500  
 DALLAS, TX 75201  
 ZONED "LI"

SHEET TITLE:  
 SITE PLAN  
 SHEET NUMBER:  
**S1.0**  
 DO NOT SCALE DRAWING

PROJECT: ORIGINAL ISSUE: 12-27-16

- EXISTING LANDSCAPING PLANT LIST**
- LO QUERCUS VIRGINIANA (LIVE OAK)
  - AP PYRUS CALLERYANA (ARISTOCRAT PEAR)
  - PF PHOTINA X "FRASERI" (FRASER'S PHOTINIA)
  - YH ILEX VOMITORIA (TREE YAUPON HOLLY)
  - AJ TRACHELSPERUM ASIATICUM (ASIAN JASMINE)
  - CM LAGERSROEMIA INDICA (CREPE MYRTLE)
  - CJ JUNIPERUS CHINENSIS (CHINESE JUNIPER)

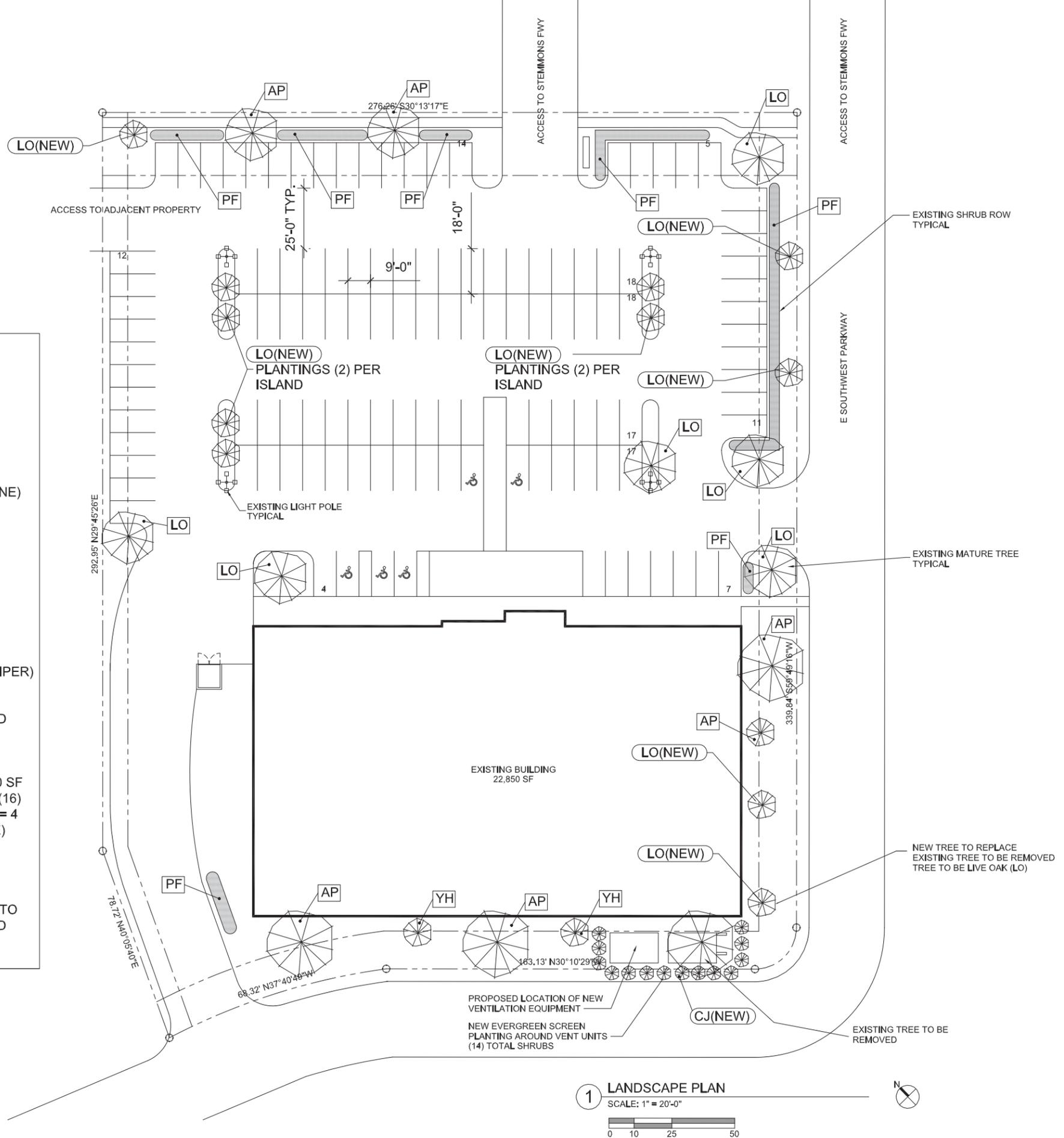
- NEW LANDSCAPING PLANT LIST**
- LO(NEW) QUERCUS VIRGINIANA (LIVE OAK)
  - CJ(NEW) JUNIPERUS CHINENSIS (CHINESE JUNIPER)

**LANDSCAPING TABLE:**  
 PERIMETER LANDSCAPING STRIP IS EXISTING AND SHRUBS ARE IN PLACE.

**LANDSCAPING STRIP TREES EXISTING = 12**  
**LANDSCAPING STRIP TREES REQUIRED FOR 7,700 SF (1 TREE PER 500 SF) OF LANDSCAPE AREA = 15.4 (16)**  
**NEW TREES TO BE ADDED TO LANDSCAPE STRIP = 4**  
 (SEE LANDSCAPE PLAN FOR LOCATION AND TYPE)

**INTERIOR PARKING LANDSCAPING:**  
 123 SPACES REQUIRES 9 TREES  
**EXISTING INTERIOR PARKING AREA TREES = 3**  
**NEW TREES ADDED TO INTERIOR PARKING AREA TO BE = 6** (SEE LANDSCAPE PLAN FOR LOCATION AND TYPE)

PERIMETER LANDSCAPE STRIP TREES	
REQUIRED TREES	16
EXISTING TREES	12
NEW TREES	4
INTERIOR PARKING LOT TREES	
REQUIRED TREES	9
EXISTING TREES	3
NEW TREES	6



**1 LANDSCAPE PLAN**  
 SCALE: 1" = 20'-0"  
 0 10 25 50

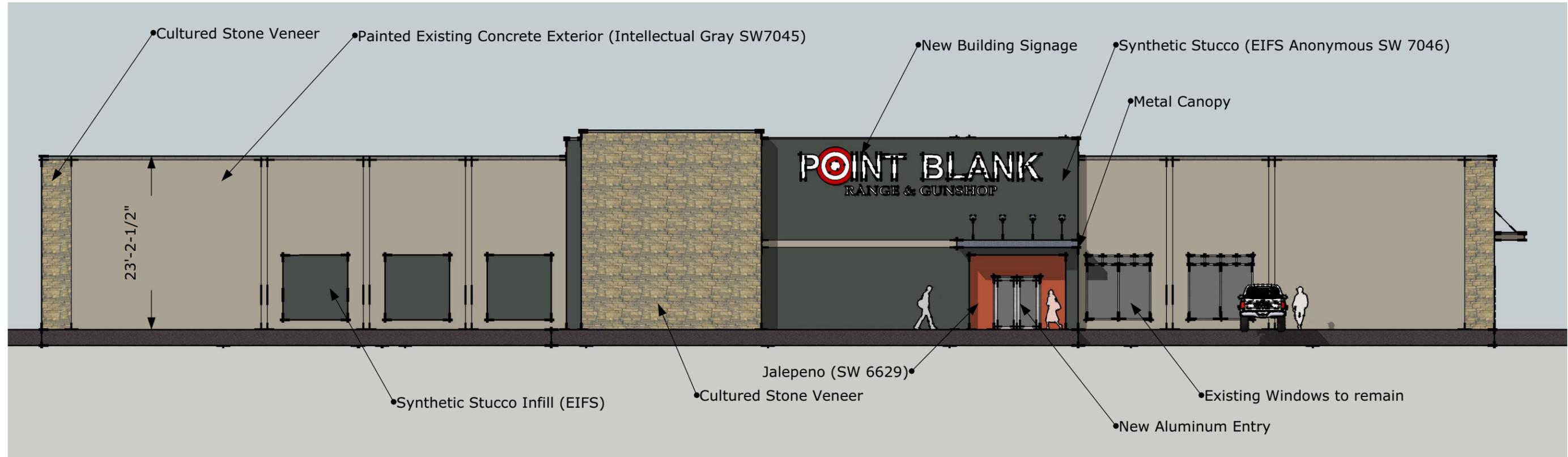


REV	DATE	DESCRIPTION
12-30-16	REV #1	
1-23-17	REV #2	
2-1-17	REV #3	

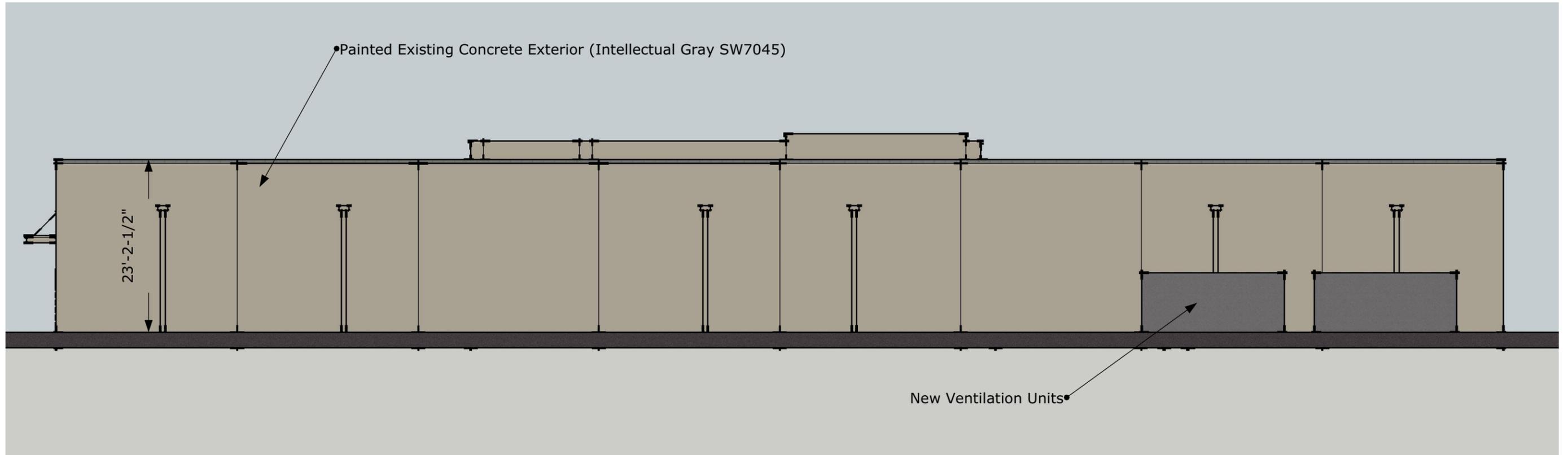
**LANDSCAPE PLAN FOR  
 POINT BLANK RANGES  
 CORPORATE SQUARE  
 LOT 6R-1, BLOCK A  
 2.26 ACRES  
 ZONED "LI"**

SHEET TITLE:  
 LANDSCAPE PLAN  
 PROJECT: ORIGINAL ISSUE: 12-27-16

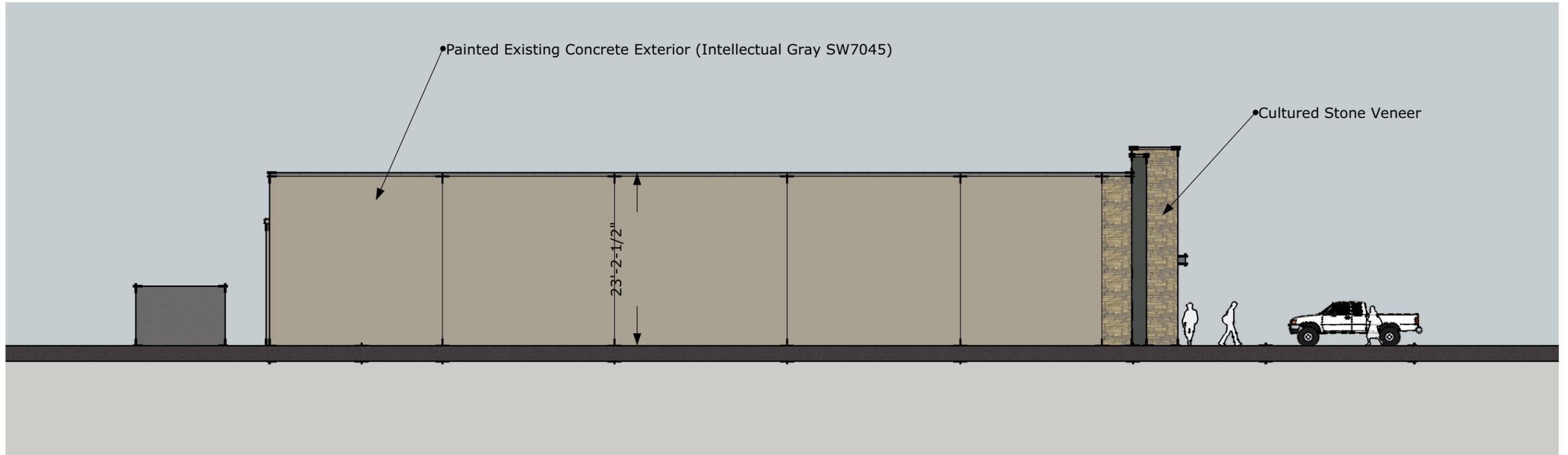
SHEET NUMBER:  
**S1.1**  
 DO NOT SCALE DRAWING



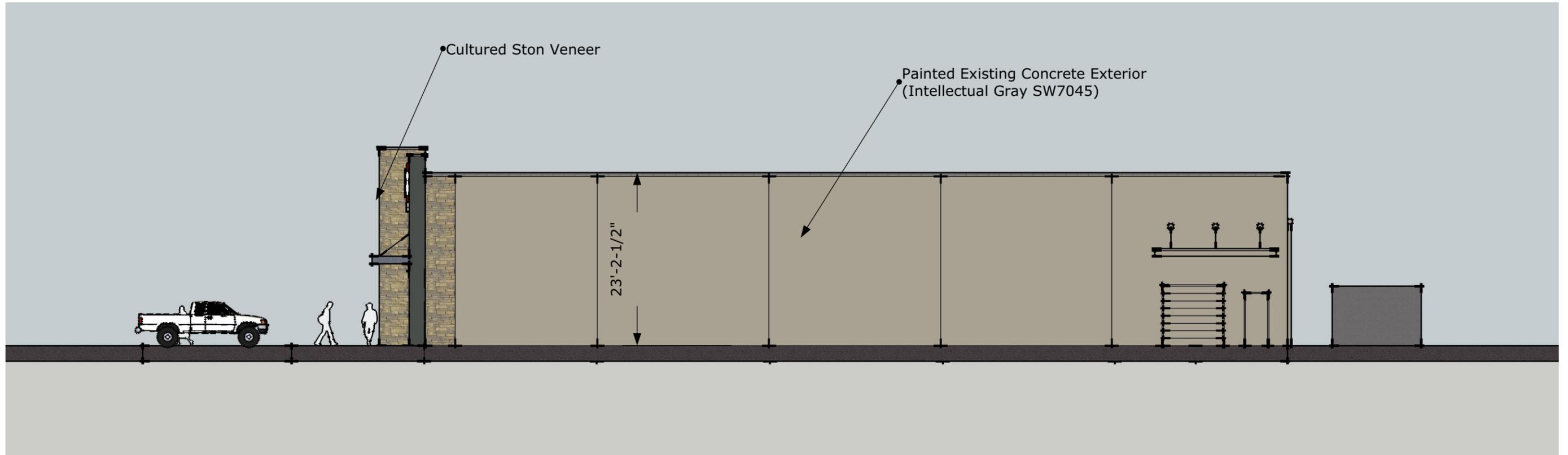
East Elevation



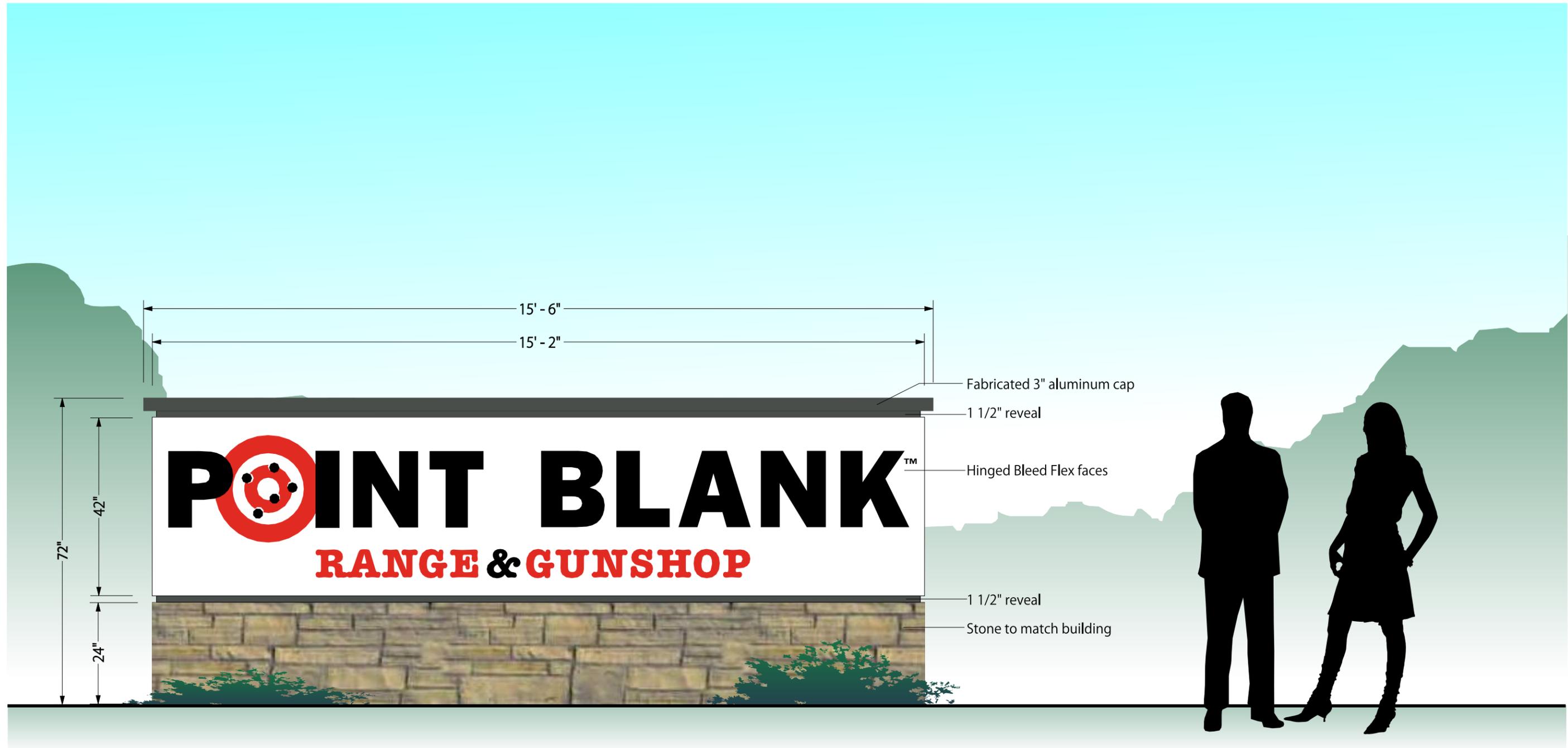
West Elevation



South Elevation



North Elevation



① Elevation



contact: **Scott Smith**  
 419-344-5660  
 scott@scottconsultinginc.com

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 **ELECTRIC SIGN**

client: **POINT BLANK**  
**RANGE & GUNSHOP**

location: Lewisville, TX.

sign type: D/F Internally Illuminated Monument Sign

filename: PointBlank (Lewisville)12-5-16

drawn by / date: TB 12-5-16

revisions: TB 12-6-16 TB 12-30-16

scale: 1/2" = 1'-0"



## MEMORANDUM

**TO:** Todd White, Purchasing Manager

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

**DATE:** February 6, 2017

**SUBJECT:** **Approval of a Bid Award for 2014 Water Line Replacement Project to A&M Construction and Utilities, Inc., Rowlett, Texas, in the Amount of \$2,108,584.78; which includes \$100,408.78 (approximately 5%) for Contingencies; and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND

Bids were received on February 2, 2017 for the construction of 2014 Water Line Rehabilitation. The project consists of replacement of 8-inch and 12-inch water line on Surf Street, from Main Street to Purnell Street; Kealy Street, from Main Street to Purnell Street; Mill Street, from Parkway Drive to College Street; Old Orchard Lane, from Juniper Lane to Knollridge Drive; Corporate Drive, from Uecker Lane to IH35E frontage road; Autumn Breeze Apartments and Villas at Waterchase Apartments. The proposed water main replacements will replace aging mains with high break histories.

### ANALYSIS

It is requested that this item be presented to the City Council on February 20, 2017 with a recommendation to award the construction contract to A&M Construction and Utilities, Inc., which offices in Rowlett, Texas, in the Amount of \$2,108,584.28; which includes \$100,408.78 (approximately 5%) for Contingencies. The Engineers estimate for the improvements was \$2,098,157.00.

Funding is available in the 2014 Water Lines Capital Project funded through the annual allocation to water and sewer line replacements. The contract time is 270 calendar days and liquidated damages are \$500 per day. A location map is attached.

### RECOMMENDATION

It is City staff's recommendation that the City Council approve the bid award for the 2014 Water Line Rehabilitation; approve supplemental appropriations; and authorize the City Manager to execute the contract as set forth in the caption above.

## MEMORANDUM

**To:** Donna Barron, City Manager

**From:** Todd White, Purchasing Manager

**Date:** February 7, 2017

**Subject:** **Approval of a Bid Award for the 2014 Waterline Rehabilitation Project to A & M Construction and Utilities, Inc., Rowlett, Texas in the Amount of \$2,108,584.28; and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND

A bid invitation was created and posted on Bidsync.com January 14, 2017. Specifications were created in accordance with Texas Local Government Code Chapter 252.021, *Competitive Requirements for Purchases*. Specifications under this chapter of the law state the award is to be made on the basis of lowest responsible bidder.

### ANALYSIS

Sealed bids were due February 2, 2017 and three (3) were received. A public bid opening was held and prices were read aloud. A bid tabulation was created indicating A & M Construction and Utilities, Inc. as submitting the lowest bid and after evaluation of their offer, they are being recommended for award on the basis of lowest responsible bidder.

### RECOMMENDATION

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

CITY OF LEWISVILLE  
PURCHASING DIVISION  
BID TABULATION  
BID # 17-20-C  
2014 WATERLINE REHABILITATION

**A & M CONSTRUCTION  
AND UTILITIES, INC.  
ROWLETT, TEXAS** **\$2,108,584.28**

SYB CONSTRUCTION COMPANY INC.  
IRVING, TEXAS \$2,170,655.03

ATKINS BROS. EQUIPMENT COMPANY  
MIDLOTHIAN, TEXAS \$2,781,925.65



## MEMORANDUM

**TO:** Donna Barron, City Manager

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

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

**DATE:** December 16, 2016

**SUBJECT:** **Approval of a Professional Services Agreement with Teague Nall and Perkins, Inc., in the Amount of \$152,200 for Preliminary Design Services Related to the Holford's Prairie Project; and Authorization for the City Manager to Execute the Agreement.**

### BACKGROUND

Holford's Prairie Road, currently a two-lane asphalt road without curb & gutter is proposed to be reconstructed as a two-lane, 37' wide, concrete roadway with curb & gutter and sidewalks on each side. The project is funded by the Denton County Trip-08 Bond Program and a City match funded in the City's 2015 Bond Program. The proposed "phase 1" professional services agreement will focus on several design options including costs to address the crossing of Midway Branch Creek and connection to the future extension of Corporate Drive. The preliminary design will include analysis related to roadway alignment, bridge/culvert hydraulics, environmental/permitting considerations, ROW acquisition, access to adjacent mobile home communities, soil conditions and utility conditions. Staff has negotiated a Professional Services Agreement with Teague Nall and Perkins, Inc. in the amount of \$152,200 to include a preliminary design with a focus on vertical and horizontal roadway alignment, stream crossing options & considerations and associated costs. Funding is available in the Holford's Prairie Capital Project.

### ANALYSIS

Holford's Prairie Road is the sole access serving three mobile home communities totaling approximately 500 homes, several additional single-family homes as well as some businesses in east Lewisville south of Business 121. Roughly 800 feet of roadway experiences flooding at Midway Branch Creek during large storm events cutting off access to the mobile home communities, single-family homes as well as businesses. Constructing a crossing of Midway Branch Creek that will be safe from flooding while maintaining access to residents and businesses will require a balance between elevating the roadway and channel excavation. Raising the roadway may require relocation of access to the Oaktree Lane community on the west side of the road as well as the Eagle Ridge community on the east side. Relocating access could involve relocation or acquisition of several homes and lots. Channel excavation will most likely require USACE permitting and may require relocation or acquisition of additional homes and lots.

Subject: Teague Nall and Perkins, Inc. PSA  
December 16, 2016  
Page 2

Holford's Prairie Road will ultimately tie into the future extension of Corporate Drive. Depending on the construction timing of Corporate Drive Segment 5 (PSA for final design approved on January 23) the alignment of Holford's Prairie Road may need to be adjusted to allow the old roadway to remain in place while the new roadway is under construction to maintain access south of Midway Branch Creek. An alignment shift will most likely require more right of way acquisition than originally anticipated. The phase 1 design will analyze pros, cons and related costs for various options related to the Midway Branch drainage crossing enabling staff to determine the best option for the crossing prior to moving forward with a final design. Performing the preliminary design for the drainage crossing separate from and prior to the final design of the entire roadway will help staff identify hidden costs related to construction, permitting and right of way acquisition as well as consulting with affected property owners very early in the design process avoiding a potential and costly redesign later in the design process. Most of the surveying, soils testing, subsurface utility exploration (SUE), drainage analysis and design work included in the phase 1 PSA would need to be completed in a normal design PSA, so the additional cost to break this PSA into two phases is minimal.

Staff has negotiated a Professional Services Agreement with Teague Nall and Perkins, Inc., in the amount of \$152,200 to include a preliminary design report, preliminary surveying, geotechnical investigation, environmental site assessment, and subsurface utility exploration. Design funding is available in the Holford's Prairie Road Capital Project. The phase 1 design will take six months from the time of notice to proceed and is exclusive of City staff review time.

### **RECOMMENDATION**

That the City Council approve the Professional Services Agreement as set forth in the caption above.



S.H. 121 BUSINESS

MIDWAY ROAD

MIDWAY ROAD

PROJECT LOCATION

BARKNECHT

HOLFORD'S PRAIRIE ROAD

MIDWAY BRANCH

PRELIMINARY DESIGN REPORT FOCUS AREA

OAK TREE

FUTURE CORPORATE DRIVE

FUTURE CORPORATE DRIVE

BUNKER HILL ROAD

CITY OF LEWISVILLE

CITY OF CARROLLTON

LOCATION MAP FOR HOLFORD'S PRAIRE ROAD



**PROFESSIONAL SERVICES AGREEMENT**  
**For**  
**Holford's Prairie Road Improvements – Preliminary Design Report**  
**(Between Business 121 and Corporate Drive)**

The City of Lewisville, Texas, hereinafter called City, hereby engages Teague Nall and Perkins, Inc., hereinafter called Consultant, to perform professional services in connection with the design of Holford's Prairie Road Improvements, hereinafter called Project.

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

- A. The project will consist of preparation of a Preliminary Design Report (PDR) for design of Holford's Prairie Road as a 37' B-B undivided street in a 60' right-of-way with bike lanes, between Business 121 and the future Corporate Drive, along with necessary support services as outlined below. The PDR is needed to fully identify the scope of design and construction required. The project area is generally as shown on the attached Exhibit 1. The limits of the PDR are as shown on Exhibit 2.

**II. Services:** The Consultant will perform the following to develop the PDR:

- A. Design Survey.
- B. Subsurface Utility Engineering (SUE) services including Level B designating.
- C. Geotechnical Investigation to identify soil conditions and make subgrade, pavement and structure foundation recommendations, as necessary.
- D. Preparation of a Preliminary Design Report, including conceptual construction plans and cost estimates.
- E. Preparation of a Jurisdictional Waters determination at Midway Branch.
- F. Boundary Survey for identification of existing right-of-way and parcels.

A more detailed description of specific services to be provided is contained in Attachment 'B', which is hereby included in this Professional Services Agreement by reference.

**III. COMPENSATION.**

A detailed breakdown is provided in Attachment 'D', which is hereby included in this Professional Services Agreement by reference.

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 allowed by law for approved invoices not paid within 30 days from the date of approval.

- IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.
- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. INDEMNIFICATION.** The Consultant agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that 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 subconsultant, in the performance of this Agreement; except that the indemnity provided for in his paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate consultants, and in the event of joint and concurring negligence or fault of the Consultant and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**VIII. 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 V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.

**IX. 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.

**X. 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.

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

**XII. ADA COMPLIANCE**

All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA"), the Public Right-of-Way Accessibility Guidelines (PROWAG), and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

**XIII. 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.

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

**XV. 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** \_\_\_\_\_

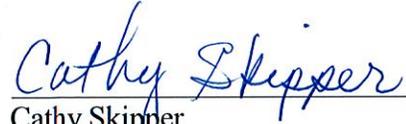
By: \_\_\_\_\_  
Donna Barron, City Manager

Attest: \_\_\_\_\_  
Julie Heinze, City Secretary

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

**TEAGUE NALL AND PERKINS, INC.**

By:   
Gary L. Wickery, P.E., Principal

Attest:   
Cathy Skipper

Date: Dec. 8, 2016

**CITY OF LEWISVILLE**  
151 West Church Street  
Lewisville, Texas 75057

**TEAGUE NALL AND PERKINS, INC.**  
1517 Centre Place Drive, Suite 320  
Denton, Texas 76205

**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 Subconsultants. The cost of such insurance shall be included in the Vendor's bid.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (Ed 10 01) covering Comprehensive General Liability . "Occurrence" form only, "claim made" forms are unacceptable except for professional liability.
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability Insurance, and/or Errors and Omissions Insurance.

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

Vendor shall maintain throughout contract limits not less than:

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

***NOTE: The aggregate loss limit applies to each project.***

2. Workers' Compensation and Employer's Liability: Workers' Compensation statutory limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.
4. Professional Liability and/or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

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

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

**D. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards 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 Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
  - b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage

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

3. All Coverages

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

4. Professional Liability and/or Errors and Omissions

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

E. **ACCEPTABILITY OF INSURERS**

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

F. **VERIFICATION OF COVERAGE**

Consultant 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**

Consultant agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that 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 Subconsultants, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Consultant and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**H. PROOF OF INSURANCE**

Consultant 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” SERVICES**

For

Holford’s Prairie Road Improvements – Preliminary Design Report  
(Bus. 121 to future Corporate Drive)

This Attachment “B” further defines the services to be performed by Teague, Nall, and Perkins in conjunction with the Holford’s Prairie Road Improvements Project Preliminary Design Report (PDR).

The ultimate project generally consists of roadway improvements for Holford’s Prairie Road, between Bus. 121 and future Corporate Drive (approximately 3,350 feet) and Oak Tree Lane, as depicted on the attached Exhibit 1, along with drainage improvements that include storm drain and a culvert or bridge over Midway Branch. The PDR will be limited to the area of potential roadway realignment at the Midway Branch stream crossing, as depicted on Exhibit 2.

The purpose of the Preliminary Design Report and support services is to do sufficient analysis to identify options, impacts and costs related to the crossing of Midway Branch and Holford’s Prairie Road. Key objectives will be to identify the following:

1. Holford’s Prairie Road alignment
2. Midway Branch improvements and bridge or culvert parameters
3. Suitable access to the mobile home parks
4. Property acquisition needs
5. Project construction costs
6. Scope of design for project improvements

Support services will include design surveys, Subsurface Utility Engineering, geotechnical investigation, and environmental services.

### **I. Project Assumptions**

1. The proposed roadway will be an urban section, with curbs and storm drain systems. The proposed roadway will be a minimum 10” concrete pavement, 37-foot wide from back of curb to back of curb, in a 60-foot right-of-way. A five foot sidewalk will be included from Midway to Corporate Drive, on the west side of the street, with illumination.
2. The City has design underway for a 24” force main along the east side of Holford’s Prairie Road. In conjunction with that project, some geotechnical and subsurface utility data is available for use on this project. Additional geotechnical investigation is needed beyond the limits of that data, including deep bores for bridge design.
3. Midway Branch intersects the project in the vicinity of Eagle Ridge Mobil Home Park. Midway Branch is a shallow stream that is designated as a Zone A (no detailed study, no Base Flood Elevations) flood hazard area by FEMA, and has a broad floodplain in the vicinity of the project. The existing culvert is clearly significantly undersized. It appears to function much like a low water crossing at this time. The basin that Midway Branch drains is approximately 900 acres. The 100-year storm under fully developed conditions is approximately 4,000 cfs, though that is a very rough calculation. Immediately downstream of Holford’s Prairie Road, Midway Branch flows in a small

channel through the Oak Tree Estates Mobile Home Park. The approximate floodplain shown on the FEMA maps encompasses the entire mobile home park, but it does not appear to have a drainage easement through it. On the east side of Holford's Prairie Road is the Eagle Ridge Mobile Home Park, with its sole entrance very near the creek crossing. The stream channel is small and the overbank area is wide and flat. We have assumed that a bridge can be built that will convey the 100-year fully developed conditions storm without overtopping, which will be determined as part of the Preliminary Design Report. The Consultant will endeavor to minimize disturbance in jurisdictional waters. Corps of Engineers mitigation costs, if required, will be included in the cost estimates.

4. In light of the drainage issues enumerated above, this proposal is based on the following assumptions, which may be modified after completion and acceptance by the City of the Preliminary Design Report (see Section II.D):
  - Move the roadway to the west through the reverse curves (see attached exhibit). This will be necessary in order to reconstruct the entrances to both mobile home parks, to make the transition grades work, and to maintain traffic through the construction area, since there are three mobile home parks with no other access than Holford's Prairie Road.
  - Acquire an undetermined number of lots in the Oak Tree Estates MHP, in addition to an undetermined number of drainage easements.
  - Because the entrance to the Eagle Ridge MHP is located so close to the creek crossing, we recommend modifying that entrance to follow the existing Holford's Prairie south to intersect with the new Holford's Prairie across from the entrance to Oak Tree Lane.
  - Necessary utility relocations, if any, will be identified as part of the Preliminary Design Report.
5. It is assumed from observation on the ground that the subject portion of Midway Branch will be considered jurisdictional waters under the purview of the Clean Water Act, administered by the Corps of Engineers. Until the Preliminary Design Report is completed it will not be possible to know if the project can be designed to fall within the threshold that can be permitted as a Nationwide Permit or will require an Individual permit. At this point an Individual Permit is likely.

## **II.A. Design Survey**

1. Horizontal and vertical control for the project will be based on existing GPS Control Monuments S33 and S13 on Midway Blvd., provided by the City of Lewisville and verified by the Consultant. Permanent benchmarks shall be established at strategic locations in the focus area for use during the future design and future construction phases of the project, such that all portions of the project are within 300 feet of a benchmark.
2. The Survey shall identify topography, visible features and above ground improvements including curbs, pavement, buildings, fences, sidewalks, utilities, trees 6" diameter and

larger, landscaped areas and other pertinent features within the focus area as necessary for engineering design. Coverage will extend at least 20-feet beyond the proposed right-of-way where accessible to integrate the design with the adjacent properties, including driveways and sidewalks.

3. Cross sections of approximately 1,500 linear feet of Midway Branch will be shot for hydraulic modeling purposes. The cross sections will extend approximately 50' beyond the top of bank on each side of the stream and will be merged with aerial topographic data to complete the cross sections for hydraulic modeling.
4. Provide a Base Map with surface and contours of the project area in AutoCAD format for project design. All CADD deliverables to the City will be converted to Microstation.
5. Prior to surveying private property the Consultant will obtain written right-of-entry from the property owner and/or tenant.

## **II.B. Subsurface Utility Engineering.**

The following represents the general understanding between the City and Consultant regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-02 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
  - Quality Level D (QL-“D”) – Generally QL-“D” indicates information collected or derived from research of existing records and/or oral discussions.
  - Quality Level C (QL-“C”) - Generally QL-“C” indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-“D” information. Incorporates QL-“D” information.
  - Quality Level B (QL-“B”) – Generally QL-“B”, also known as “designating” indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-“D” & QL-“C” information.
  - Quality Level A (QL-“A”) - Generally QL-“A”, also known as “locating”, indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) using “test holes” and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-“D” QL-“C” & QL-“B” information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be

minimized or eliminated.

3. The Consultant will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-02 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Consultant makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
4. Facilities that are discovered through field investigative efforts by the Consultant but for which no plan records or ownership data can be identified will be hereafter referred to as "unknown" utilities. As part of these services, the Consultant will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
6. Test holes are very limited in size or diameter (typically 12 inches by 12 inches, or approximately 144 square inches). Given this limited size, some subsurface conditions may prevent the completion of test holes, including rock(s), groundwater, large roots, other utilities & structures, etc. Test hole attempts which cannot be completed due to site conditions will be documented and noted on the plans.
7. When test holes are used to locate utilities, the nominal pipe sizes of the targeted utility will be documented and reported by using field measurements of the outside diameter (OD) of the pipe (to the nearest inch). Based upon this field measured OD, the nominal pipe size will be determined using typical pipe wall thickness data and other available data including record information. Pipe diameters that are too large for measurement, encased or non-encased conduit duct banks and other concrete encased systems which cannot be adequately measured will be reported based upon the best available information.
8. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.
9. The Consultant will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Consultant will provide a recommendation or request for additional services to the Client. Among other

methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.

The specific scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

1. Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-“A”, for the focus area, as follows (see attached Exhibit 2):
  - **Full SUE From: 700' north of Oak Tree Lane To: Future Corporate Drive (1,200' +/-)**
  - **Full SUE along Oak Tree Lane – (500' +/-)**

This work includes:

- a. Requesting utility records on all crossing utilities from the City, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. Record information will not be used as a substitute for field location methods unless it is determined to be the most appropriate method for depicting the utilities at the site. The depiction of utilities from records (QL-“C” or “D”) will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
  - b. Investigating all utility systems shown on the record drawings that are included within the project site. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectible indications of the location of anticipated subsurface utilities.
  - c. Marking all locations that can be validated, using paint, flags or other devices.
  - d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
2. Additional services shall be considered additional work beyond the scope of services provided herein. Fees for additional services will be negotiated based on the additional work. Additional Services may include, but are not necessarily limited to the following:
    - a. Work beyond the scope of services provided herein.
  3. Deliverables - based on ASCE Standard 38-02 - signed and sealed by a Professional Engineer registered in the State of Texas
    - a. Level B – AutoCad DWG 2d file depicting all Sub-surface Utilities Designated, with a PDF of the same signed and sealed by a Professional Engineer registered in

the State of Texas, along with an ACSII point list. All AutoCad files will be converted into MicroStation format prior to submittal to the City.

### **II.C. Geotechnical Investigation**

Consultant will use a sub-consultant (CMJ Engineering, Inc.) to prepare a geotechnical investigation, which will include field borings to obtain samples, laboratory tests, and a report. Geotechnical investigation will consist of six borings. Three borings will be at the location of the proposed Midway Branch bridge, to a depth of 45 feet or 10' into hard rock. Three borings at approximately 500' spacing, starting at the future lift station and extending south, will be drilled to a depth of 20 feet. The drilling crew will be directed to report during drilling if any unusual conditions are apparent, such as trash, debris or very soft material is encountered, so that an immediate decision to drill deeper can be made while the drilling crew is on site. Deeper drilling than stipulated in the scope of this agreement will be undertaken as Additional Services. The report will include boring logs and test results, and will address the following:

1. General soil, rock, and ground water conditions, including soluble sulfate tests
2. Recommendations for culvert or bridge foundations
3. Foundation construction requirements
4. Recommended lateral pressures for the design of retaining structures
5. Earthwork recommendations
6. Recommendations for subgrade stabilization
7. Guidelines for pavement design

### **II.D. Preliminary Design Report**

The Preliminary Design Report (PDR) will be prepared to identify constraints, limits and available options for design. The focus of the PDR will be the crossing of Holford's Prairie Road and Midway Branch, as shown on Exhibit 2. The PDR will use the design survey, the Level B Subsurface Utility Engineering investigation and the geotechnical investigation, and will include:

1. Hydrology to determine peak flows in Midway Branch for both existing and fully developed watershed conditions in the 100-year storm at the Holford's Prairie Crossing.
2. Existing channel hydraulics to establish a baseline for proposed improvements.
3. Analysis of up to three alternative stream crossing options, including at least one bridge option and at least one culvert option. Consideration of an option to channelize Midway Branch to minimize property acquisitions and reduce bridge length will also be addressed.
4. Hydraulic analysis of the options to determine impacts on water surface and adjacent properties.
5. Consideration of the impacts of the possible improvements on Corps permitting, including identification of necessary permitting and mitigation, if applicable.

6. An identification of property acquisition necessary for each option.
7. Determination of access to serve the mobile home parks.
8. An evaluation of the impacts of each option on existing utilities, particularly water and sanitary sewer.
9. Cost estimates for comparison of each feasible option for evaluation.
10. A report summarizing our findings, along with a recommendation.
11. Presentation exhibits for presentation to City Council, as Power Point or .pdf exhibits.
12. Conceptual level plans adequate to confirm the design is feasible, showing horizontal alignments, conceptual profiles to ensure grades work, utilities impacted, floodplain impacts, and general property acquisition needs. Annotation will be minimal, but line work will be dimensionally correct.

The PDR development process will be conducted in the following manner:

1. The Consultant will conduct the design survey, boundary survey and the Level B Subsurface Utility Engineering in order to develop a base map of site conditions.
2. Hydrologic and hydraulic modeling will be undertaken on Midway Branch. This modeling will include modeling of existing conditions to establish existing and fully-developed conditions 100-year base flood elevations. Up to three possible Holford's Prairie crossings will be evaluated conceptually, including a bridge and a culvert.
3. The Consultants design team, including the floodplain modelers, structural design staff and civil engineering staff will evaluate the alternatives, and will conduct multiple iterations as needed to determine impacts and feasible alternatives for further evaluation.
4. The Consultant will prepare rough cost estimates for two alternatives for comparison of Midway Branch crossing alternatives only (not the entire project), along with sketches and preliminary exhibits, for presentation to City staff.
5. Consultant will meet with City staff to present alternatives and to jointly select an alternative to pursue for conceptual design.
6. Based on that selection, Consultant will prepare conceptual plans that show:
  - a. horizontal alignments of the streets, drainage structures, and utilities,
  - b. conceptual profiles to ensure that the grades will work,
  - c. utilities impacted,
  - d. floodplain impacts, and
  - e. potential property acquisition needs.
7. Consultant will prepare a final report with conclusions, recommendations, conceptual plans, floodplain mapping, and cost estimates.
8. Consultant will present final findings to City staff, and will provide support in presenting to City Council.

## **II.E. Environmental Documents**

Consultant will use a sub-consultant (KBA EnviroScience, LTD.) to prepare a Jurisdictional Waters Determination to determine if the site is subject to Corps of Engineers jurisdiction under Section 404 of the Clean Water Act.

## **II.F. Boundary Survey**

1. The Consultant will perform a boundary survey to verify and/or establish existing right-of-way and property boundaries along the project corridor for use in preparing drainage easements, utility easements, and public right-of-way documents, along with parcel exhibits for acquisition of mobile home park lots and/or other sites.
2. Research available public records for current ownership, plat and deed information regarding approximately 25 land parcels identified on Denton County Appraisal District's website.
3. Prepare a Deed Sketch depicting the ownership and deed information identified above.
4. A strip map will be prepared at the conceptual plan submittal phase to show the proposed right-of-way/easements needed.

## **II.G. Survey Right-of-Entry Coordination**

1. Research available public records to identify ownership and contact information regarding approximately 25 separate land owners along the proposed project alignment.
2. Prepare and mail letters to individual property owners requesting right-of-entry for survey and SUE services.
3. Land owner coordination and follow up letters, as necessary.

## **II.H. Deliverables**

1. Preliminary Design Report
2. Conceptual Plans  
Conceptual plans will include the horizontal layout of the street and drainage system and bridge layout, along with preliminary street and storm drain profiles, grading and retaining wall considerations, a report of critical issues, and updated cost estimates.
3. Design Standards– The design of the project shall be in general accordance with the City of Lewisville General Development Ordinance, the City of Lewisville Drainage Criteria Manual, North Central Texas Council of Governments, Public Right-of-Way Accessibility Guidelines (PROWAG), and good engineering practices.

## **II.I. Miscellaneous**

Miscellaneous services not provided for herein will be paid for under an amendment to this Agreement and for an additional fee.

## II. Schedule

The services outlined above will be completed in the following estimated time frames.

A. Design Survey	Six weeks from written notice to proceed
B. Subsurface Utility Engineering	Six weeks from written notice to proceed
C. Geotechnical Investigation	Four weeks after completion of S.U.E.
D. Preliminary Design Report	Sixteen weeks after completion of design survey
E. Jurisdictional Determination	Six weeks from written notice to proceed
F. Boundary Survey	Seven weeks from written notice to proceed
G. Right-of-Entry Coordination	Two weeks from written notice to proceed

**EXHIBIT C**

**IMMIGRATION REFORM AND CONTROL ACT**

Name of Contractor/Consultant: **Teague Nall and Perkins, Inc.** Date: **October 10, 2016**

Reference: **Holford's Prairie Road Preliminary Design Report, City of Lewisville**

As per the requirements of the contract documents, I submit under penalty of perjury of the laws of the State of Texas, that Teague Nall and Perkins, Inc. has not been found in violation of the Immigration Reform and Control Act (IRCA) by the United States Attorney General of Secretary of Homeland Security in the preceding five (5) years. Additionally, Teague Nall and Perkins, Inc. will ensure that its subconsultants submit a declaration signed under penalty of perjury of the laws of the State of Texas stating they have not been found in violation of IRCA by the United States Attorney General of Secretary of Homeland Security in the preceding five (5) years.

Gary L. Vickery, Principal  
Print Name and Title

Andy Cox  
Authorized Signature

Notary: Denton County, Texas

By: Andy Cox

My Commission Expires: 3/20/18



**ATTACHMENT “D” COMPENSATION**  
**For**  
**Holford’s Prairie Road Improvements – Preliminary Design Report**  
**(Bus. 121 to future Corporate Drive)**

This Attachment “D” further defines the basis of compensation to the Consultant for the services rendered.

III.A. Basic Fee Services – The basic fee for the services as described in Attachment “B” will be based on a fee of \$144,950 as outlined below, which includes printing, direct costs and computer charges normally associated with production of these services and reproduction of up to three (3) sets of reports and conceptual plans for review purposes.

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

TASK	TASK DESCRIPTION	FEE
A	Design Surveys	\$ 12,500
B	Subsurface Utility Engineering (Level B, C, D) (Estimated)	\$ 14,000
C	Geotechnical Investigation	\$ 9,950
D	Preliminary Design Report	\$ 86,000
E	Environmental Documents <ul style="list-style-type: none"> <li>• Jurisdictional Waters Determination - \$ 1,500</li> </ul>	\$ 1,500
F	Boundary Survey	\$ 16,000
G	Right-of-Entry Coordination (Estimated)	\$ 5,000
	<b>TOTAL BASIC SERVICES</b>	<b>\$144,950</b>

Items A, C, D, E, and F above are fixed fees and will be billed monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items. Hourly items (Items B and G) are billed on the basis of 3.35 times direct salary rates.

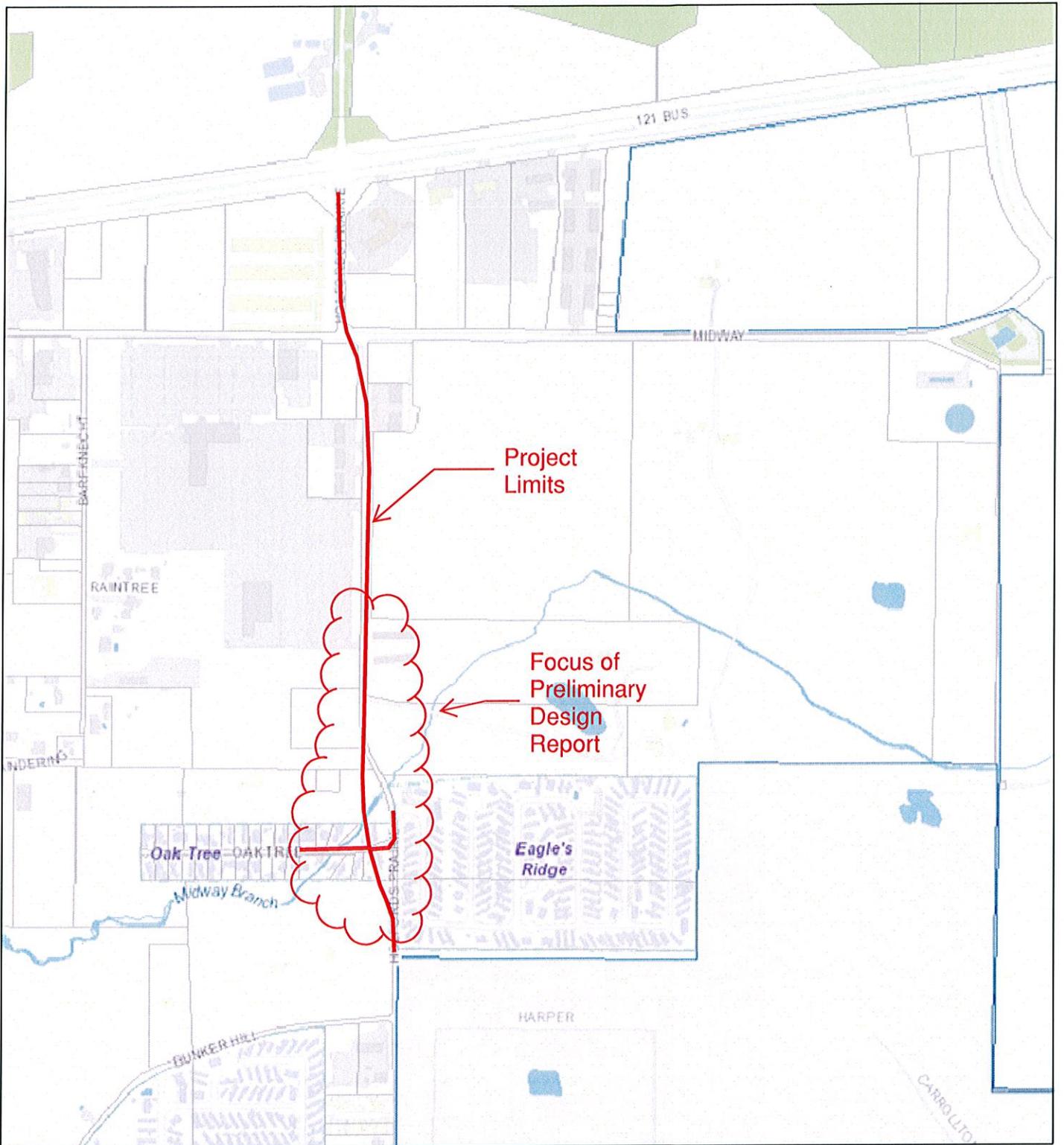
III.B. Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

**The total fee for Basic Services is \$ 144,950.**



Holford's Prairie Reconstruction Project  
Exhibit 1

# Holford's Prairie Road



August 17, 2016

□ DCAD Parcels Lewisville

1:9,028

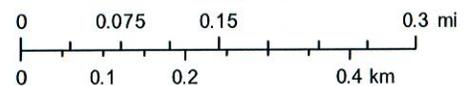


Exhibit 2 - Parcel Map

## MEMORANDUM

**TO:** Donna Barron, City Manager  
**FROM:** Bob Monaghan, PALS Director  
**DATE:** February 2, 2017  
**SUBJECT:** **Approval of Change Order No. 1 to the Design Services Contract for the Trinity River Canoe and Kayak Launches; and Authorization for the City Manager to Execute the Change Order.**

### BACKGROUND

On March 16, 2015, the City Council awarded a contract to Jacobs Engineering Group Inc. for the design of canoe and kayak launches on the Trinity River in the amount of \$166,300, for the addition of two separate launches for canoes and kayaks. The design will include parking, lighting, restrooms and accessible paths in compliance with the Americans with Disabilities Act Accessibility Guidelines and the Texas Accessibilities Standards.

### ANALYSIS

The project has had significant delays due the flooding. With the release of flood waters for months, surveyors were unable to gain access to the launch areas. Without the site surveys, architects were unable to do much design work. Once the surveys were complete and a conceptual design was available, discussions were held with the Corps of Engineers to determine what might be required and the permitting process. A mussel survey for threatened and endangered species is required for a Mussel Permit (\$45,000) as well as a Corridor Development Certificate Permit (\$5,500), a Site Development Permit (\$2,500), and Texas Historical Commission Advanced Project Review (\$4,000), totaling \$57,000.

### RECOMMENDATION

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





Location Map  
For  
South Kayak Launch at LLELA

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**Lewisville Canoe and Kayak Launches Additional Services**

The City of Lewisville, Texas, hereinafter called City, hereby engages Jacobs Engineering Group Inc., hereinafter called Consultant, to perform professional services in connection with the City of Lewisville Canoe and Kayak Launches Project, hereinafter called Project.

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

**1.0 Additional Services**

Jacobs proposes to provide additional services to the Professional Services Agreement for Lewisville Canoe and Kayak Launches dated and signed October 22, 2014. This additional service is for Zara Environmental LLC (Zara), as a sub consultant to Jacobs, to conduct freshwater mussel surveys and relocation activities at the Lewisville Canoe and Kayak Launch project sites (Project) on the Trinity River in Lewisville, Denton County, Texas. This **Mussel Permit and Relocation Plan** are required by the USACE.

Jacobs proposes to provide additional services to the Professional Services Agreement for Lewisville Canoe and Kayak Launches dated and signed October 22, 2014. This additional service is to prepare all documents required to submit a **Corridor Development Certificate Permit** as required by the USACE and the City of Lewisville Floodplain Administrator.

Jacobs proposes to provide additional services to the Professional Services Agreement for Lewisville Canoe and Kayak Launches dated and signed October 22, 2014. This additional service is to prepare all documents required to submit a **Site Development Permit** as required by the City of Lewisville Engineering Department.

**1.1 Task 1 - Mussel Survey: Agency Coordination and Aquatic Resource Relocation Plan**

As the purpose of this proposed work is to survey and/or relocate aquatic species in association with a construction project, Zara is required to coordinate with the TPWD Kills and Spills Team (KAST) at least 30 days in advance of any Project related in-water work (e.g., construction and dewatering). Zara will initiate coordination with the TPWD KAST within one week of receiving notice to proceed to ensure that the survey can be conducted at the earliest possible time.

The TPWD requires an Aquatic Resource Relocation Plan (ARRP) for the relocation of all mussels associated with dewatering. State-listed mussels are known to occur in the Trinity River, both upstream and downstream of the Project. Should any protected mussel species be recovered during the

presence/absence survey (Task 2), the ARRPs will cover all activities associated with recovering and relocating any of these species encountered. Preparing an ARRPs and gaining TPWD approval for relocation prior to the survey will allow for a significant cost and time savings since relocation would occur concurrently with Task 2 surveys efforts (as opposed to conducting the presence/absence survey and relocation activities as separate events). Coordination with the TPWD will be limited to phone and/or email correspondence (i.e., no in-person meetings).

Zara will prepare an ARRPs based on the results of early coordination with TPWD. The ARRPs will detail how the responsible party (City of Lewisville) plans to control and limit the impacts of Project-related construction to protected mussels within the Trinity River. The ARRPs will be prepared in accordance with the TAC Title 31 Section 9.11(e)(1)(N) and sections 12.0011(b)(1) and 12.301 of the Texas Parks and Wildlife Code and will include the required elements described in the ARRPs guidelines and all necessary information associated with the proposed Project. The ARRPs will be submitted to TPWD for their review and approval. Zara will coordinate with the TPWD to address any comments or requests for additional information to obtain authorization to relocate mussels prior to conducting any survey work, and the client will be provided with a copy of the final ARRPs. Due to the proximity of the northern Project site to the Lake Lewisville spillway, there are potential hazards associated with high flow conditions along the Trinity River during normally scheduled release events at the dam and those events associated with heavy and/or seasonal precipitation. Zara will coordinate with the U.S. Army Corps of Engineers (USACE) prior to performing survey and relocation activities (Task 2) to determine the most appropriate timing to ensure the health and safety of the survey crew while meeting the Project schedule. Coordination with the USACE will be limited to phone and/or email correspondence (i.e., no in-person meetings).

## **1.2 Task 2 - Mussel Survey: Mussel Survey, Relocation, and Reporting**

Zara will perform presence/absence surveys for freshwater mussels within the area of impact at both Project sites. Based on recent aerial imagery and Project maps provided by Jacobs, the survey areas are anticipated to range from approximately 1,208 m<sup>2</sup> to 2,109 m<sup>2</sup> at the northern site and from approximately 576 m<sup>2</sup> to 2,029 m<sup>2</sup> at the southern site, depending on actual water level conditions at the time of survey (i.e., base flow conditions for the smaller quantified area and seasonally high flow conditions for the larger quantified area). For the purposes of this scope of work, we will assume that the conditions at the time of the survey will be near base flow conditions.

### **Mussel Survey and Relocation**

To date, no official freshwater mussel sampling or relocation protocols (for protected or otherwise common species) have been finalized in Texas. Freshwater mussel sampling protocols developed for other states, including Florida and Georgia, require sampling to be conducted between the end of April and the end of November<sup>1</sup>. In more northern and eastern states, such as Ohio and West Virginia, mussel sampling is required between May 1 and October 1<sup>2</sup>, while

Virginia's recommended sampling season is April 1 to October 31<sup>3</sup>. Due to the warmer temperatures that generally occur in Texas, we recommend performing mussel sampling between April 1 and November 1 to minimize erroneous detection issues associated with colder weather (e.g., burrowed mussels, cold weather impeding tactile surveys in low visibility conditions, etc.) and the disruption of certain species' life cycles that occur during the colder months. As evident from previous studies and coordination, TPWD typically prefers surveys to occur within this recommended period. As such, surveys performed outside of this recommended period may require more extensive survey effort than is assumed in this scope of work. Additional information regarding survey timing and schedule is provided below.

Mussel sampling protocols are designed to maximize detectability while minimizing potential mussel stress and mortality. Sampling will be completed using protocols established by Zara for use in Texas Department of Transportation projects; based on the scientifically accepted methods described in Smith et al.<sup>4</sup>, Strayer and Smith<sup>5</sup>, and Smith<sup>6</sup>; and accepted by TPWD. Zara will use two experienced divers to perform an in-water SCUBA/tactile survey of the area described above. SCUBA techniques will follow standard methods for scientific diving. Zara divers will perform modified timed-area searches using sand-filled, polyvinyl chloride (PVC) 1-m<sup>2</sup> quadrats to accurately quantify the survey areas and to ensure 100% coverage of the direct impact (coffer dam) areas. This method will maximize detectability while allowing for adaptive sampling based on conditions.

All recovered mussels will be collected in mesh bags and brought to the surface for identification by a TPWD-permitted malacologist. The species and general location of shells and live specimens will be documented, and biologists may retain some shells and a select few live specimens as vouchers if needed for positive identification or recording per the conditions of Zara's TPWD Scientific Research Permit. Live specimens not retained as vouchers will be documented and returned to the river at the relocation sites (see below for more information). Detailed survey data and other field notes will be recorded and maintained by Zara. During survey efforts, the Zara malacologist will identify, record, and photograph all observed and collected mussels. Mussel density will be quantified by catch per unit area and catch per unit effort. Sampling methodology will be conducted in accordance with the TPWD-approved ARRPs developed in Task 1.

Live mussels recovered during the survey effort will be relocated in accordance with the TPWD-approved ARRPs developed in Task 1. Zara will determine relocation sites during the development of the ARRPs and modified, if necessary, during survey activities. The site(s) will be determined using maps and aerial photography and modified, if necessary, based on information gathered during sampling (e.g., number of individuals to be relocated, the similarity of habitat, and other factors as deemed appropriate).

### **Dive Safety Protocols**

Prior to beginning survey work, Zara will create and implement a dive safety plan and conduct pre-dive safety meetings with all dive and support personnel. Daily safety meetings will include a safety plan review, a review of diver/tender assignments, the selection of the designated person in charge during each dive, a debrief from the day before, if applicable, and a discussion of any additional issues or concerns. The safety plan will include a checklist of all relevant dive hazards as well as instructions on procedures, first aid, and facilities in case of emergency. Each team member will have current cardiopulmonary resuscitation (CPR) and first aid certification, and divers have extensive training in various SCUBA skills, including rescue diving. Scientists and divers will inspect all equipment at the beginning of each day. On-site surface support will include dive tenders, a backup diver, and a person-in-charge to be present at all times when divers are in the water. Line-pull communications will be maintained with divers through a diver tender system whereby the tender will remain on shore or in a boat with a tending line attached to the diver at all times. All divers will carry two independent sources of air.

Due to the potential for contaminants in the urban waterways of the Trinity River system (e.g., bacteria, nutrients, and pesticides and herbicides and their degradation products), SCUBA methods will follow precautions for contaminated water diving, including the use of dry suits, positive pressure full face masks, gloves, and decontamination with antimicrobial soap and/or Betadine.<sup>7,8</sup>

Invasive zebra mussels (*Dreissena polymorpha*) are confirmed in the Trinity Basin, including Lake Lewisville. To prevent the spread of zebra mussels, all vessels and equipment will be thoroughly decontaminated in accordance with recommendations and guidelines from TPWD.

### **Reporting**

Zara will prepare a technical report that will include a general Project and site description, habitat description, survey and relocation methodologies, results of the survey and relocation activities, photographs, and figures/maps. In addition, the report will include detailed information, such as the number and type of mussels that were relocated from the survey areas, and relocation area information. The draft technical report will be submitted electronically to Jacobs for review. Zara will address one round of revisions and submit the final report electronically to Jacobs. Jacobs will submit the report to the City.

As part of the reporting obligations associated with Zara's TPWD Scientific Research Permit for performing surveys for state-listed threatened freshwater mussel species, please note that the results of this survey will be reported to TPWD with the required annual permit report. The results of the survey may be incorporated into the TPWD Texas Natural Diversity Database.

1. U.S. Fish and Wildlife Service (USFWS) and Georgia Department of Transportation (GDOT). 2008. Freshwater Mussel Survey Protocol for the Southeast Atlantic Slope and Northeastern Gulf Drainages in Florida and

- Georgia. Available at: <http://www.fws.gov/panamacity/resources/mussel%20survey%20protocol%20april%202008.pdf>.
2. U.S. Fish and Wildlife Service (USFWS) and Ohio Department of Natural Resources. 2013. Ohio Mussel Survey Protocols. Available at: <http://wildlife.ohiodnr.gov/portals/wildlife/pdfs/licenses%20&%20permits/OH%20Mussel%20Survey%20Protocol.pdf>
  3. U.S. Fish and Wildlife Service (USFWS) and Virginia Department of Game and Inland Fisheries (VDGIF). 2008. Freshwater Mussel Guidelines for Virginia. Available at: <http://www.fws.gov/northeast/virginiafield/pdf/endspecies/Mussel%20Guidelines/MusselGuidelinesMar08WatFinaldraft.pdf>.
  4. Smith, D.R., R. F. Vilella, and D. P. Lemarié. 2001. Survey protocol for assessment of endangered freshwater mussels in the Allegheny River. *Journal of the North American Benthological Society* 20(1):118-132.
  5. Strayer, D. L., and D. R. Smith. 2003. A guide to sampling freshwater mussel populations. American Fisheries Society, Monograph 8, Bethesda, Maryland.
  6. Smith, D.R. 2006. Survey design for detecting rare freshwater mussels. *Journal of the North American Benthological Society* 25(3):701-711.
  7. Amson, J.E. 1991. Protection of divers in waters that are contaminated with chemical or pathogens. *Endersea Biomedical Research* 18, 213-219.
  8. United States Naval Sea Systems Command. 2004. Guidance for diving in contaminated waters. Publication number SS521-AJ-PRO-010.

### **1.3 Task 3 – Corridor Development Certificate – Trinity River Corridor**

Jacobs will prepare all documents required to submit a Corridor Development Certificate Permit as required by the USACE and the City of Lewisville Floodplain Administrator. It is our belief that your project can be granted a variance as outlined in the CDC manual in Section 1.6, Exceptions and Variances. We will provide location exhibits and file the application. We assume your project will be granted the exclusion by the City and USACE. Our fee included herein does not include any additional services beyond this filing for exclusion.

### **1.4 Task 4 – City of Lewisville Site Development Permit**

Jacobs will prepare all documents required to submit a Site Development Permit as required by the City of Lewisville Engineering Department. This permit is required when impacting any area by construction within a special flood hazard area subject to the conditions of Ordinances 1330 and 1345 of the City of Lewisville. We will provide location exhibits and site plan as required.

### **1.5 Task 5 – Texas Historical Commission Advance Project Review SHPO**

The Antiquities Code of Texas requires municipalities to coordinate with the Texas Historical Commission (THC) for advance project review where a project would affect a cumulative area larger than five acres, or that involves excavation of more than 5,000 cubic yards. The project will involve the excavation of more than 5,000 cubic yards. Therefore, Jacobs will prepare a letter on behalf of the City addressing the project for review by the THC. The letter will include a project description, as well as a project location map and U.S. Geological Survey quadrangle map excerpt identifying the project location.

1. Perform a review of the physiographic conditions that might lead to preservation.
2. Identify known archeological and historical sites.
3. Prepare a summary of any previous archaeological investigations in the proposed project area vicinity.
4. Prepare a brief memorandum summarizing the results which would include an estimate of the probability of the presence for unknown archeological and historical sites.

Deliverable: One (1) word version of the letter and attachments will be provided to the Client for transmittal to the THC. If further information or study is required by the THC it would be considered additional services to this proposal.

## **2.0 Schedule**

### **2.1 Task 1 - Mussel Survey: Agency Coordination and Aquatic Resource Relocation Plan**

After receiving notice to proceed, Zara will initiate coordination with TPWD for pre-survey notification and the ARRP within one week. The ARRP will be prepared and submitted to TPWD within two weeks of notice to proceed. The TPWD typically reviews ARRPs within two weeks of receipt, although they require a minimum of 30 days notification and review period. Zara will work with TPWD to secure authorization for survey and relocation within the 30-day pre-survey notification timeframe. Coordination with the USACE will be dependent upon the preferred schedule for the Project, as determined by Jacobs, and fieldwork under Task 2. Zara will initiate coordination with the USACE within one week prior to fieldwork under Task 2.

### **2.2 Task 2 - Mussel Survey: Mussel Survey, Relocation, and Reporting**

Zara will schedule and conduct fieldwork to meet Project and regulatory requirements while ensuring appropriate health and safety conditions for the survey crew. Scheduling fieldwork for the initial mussel survey and relocation for the impact area will be dependent on authorization by the TPWD under Task 1, the proposed timing of dewatering activities, and flow conditions in the Trinity River. Mussel survey and relocation activities typically are conducted no more than six months to one year prior to dewatering (depending on flow conditions and subsequent alteration of mussel assemblages that could occur during that

period); therefore, these activities should be scheduled to precede dewatering activities within this time frame, given that safe flow conditions are present as described above. Zara will submit a draft technical report electronically to Jacobs within four weeks of completion of fieldwork. Jacobs and the Project team will have the opportunity to review the report and submit one round of revisions that will be addressed by Zara. The revised technical report will be submitted to Jacobs electronically within two weeks of receipt of comments. Jacobs will submit the report to the City.

**2.3 Task 3 – Corridor Development Certificate – Trinity River Corridor**

Jacobs will begin to prepare the documents and submit the application as soon as we have had our initial pre-application meeting with the USACE in January 2017.

**2.4 Task 4 – City of Lewisville Site Development Permit**

Jacobs will begin to prepare the documents and submit the application as soon as we have had our initial pre-application meeting with the USACE in January 2017.

**2.5 Task 5 – Texas Historical Commission Advance Project Review SHPO**

Jacobs will begin to prepare the documents and submit the letter as soon as we have had our initial pre-application meeting with the USACE in January 2017.

**3.0 Assumptions and Limitations**

The efficient completion of services upon these assumptions to be completed prior to any field work:

1. The City will negotiate right-of-entry as well as copies of approved right-of-entry requests, if applicable; to be completed no later than five business days prior to the initiation of fieldwork under Task 2.
2. Jacobs will provide Zara with maps or scaled drawings and/or GIS files depicting the location of proposed cofferdams and impact areas.
3. Project coordination under Task 1 will occur via conference call or email correspondence.
4. This scope of work relies upon these additional assumptions:
5. This scope of work does not include in-person meetings.
6. Zara will perform the services described in this scope of work under our TPWD Scientific Research Permit (No. SPR-0608-082). Please note that all findings, including the presence or absence of listed species, will be reported to TPWD as a condition of our scientific permit to survey and relocate mussels.
7. Sampling will be scheduled within the seasonal/temperature regimes that maximize detectability and minimize stress and potential mortality to the animals, as described above.
8. Fieldwork for Task 2 will be performed by a five-person (SCUBA/dive) crew, including a TPWD-permitted malacologist, one lead diver/dive safety officer, two divers (one of which will be a backup diver, per Zara's

- dive safety protocols), and one dive tender (per Zara's dive safety protocols).
9. Fieldwork for Task 2, including up to three full days (8 hours each) of sampling and relocation activities for both Project sites, will be completed in one mobilization event from Zara's office in Manchaca, Texas, to the Lewisville area. If changes in the Project design, execution, estimation of schedule, water levels (e.g., base flow versus seasonally high flow), and/or early coordination with the TPWD necessitate an increase in the survey area or survey time or additional mobilizations beyond these estimates, a separate proposal and cost estimate or change order may be required.
  10. Based on the locations of the dewatering areas, a review of aerial photography, (e.g., much of the area to be dewatered consists of existing armoring and/or riprap), and knowledge of the Trinity River drainage system from similar projects, it is possible that the proposed dewatering areas may provide relatively low habitat for mussels. As such, in an effort to reduce costs during the preliminary Project planning phase, this scope of work excludes active monitoring of areas during dewatering activities. Please note that dewatering of any portion of the survey areas in suitable habitat will occur as a result of the Project may require active monitoring and relocation of stranded mussels during these activities. Based on input from the TWP (Task 1) and results of the survey and relocation (Task 2), Zara will determine if these monitoring activities are recommended. If recommended, Zara will prepare a separate scope of work and cost estimate to cover these activities.
  11. The exact timing of the appropriate field surveys as detailed in Task 2 will be dependent upon schedule availability, safe conditions in the river (i.e., flow levels, etc.), weather conditions, and other health and safety related conditions.
  12. This proposal does not include monitoring or recapture services for relocated mussels.
  13. This proposal does not address relocation of fish during dewatering activities. If early coordination with TPWD (Task 1) indicates this may be necessary, a separate proposal and cost estimate may be required.
  14. This proposal assumes no delays beyond Zara's control, including delays in client or agency review time or communication, conditions deemed unsafe for diving, stream flow/weather conditions, and contractor delays during demolition or dewatering activities, etc.
  15. All deliverables will be provided electronically.
  16. This proposal does not include any additional environmental, agency consultation, or permitting services beyond those already outlined.

## II. Not Used

### III. COMPENSATION.

Jacobs will provide the services listed herein for a lump sum fee of **\$57,000.00**, including all work by Zara Environmental LLC. Travel and other expenses are included in the lump sum. The three proposed services are broken down as follows:

1. Mussel Survey	\$45,000.00
2. CDC Permit	\$5,500.00
3. Site Development Permit	\$2,500.00
4. THC SHPO Review/Letter	\$4,000.00

For the Basic Services outlined above, the City agrees to pay Professional lump sum fee of Fifty Seven Thousand dollars (**\$57,000.00**) for the proposed work to be billed monthly on a percent complete basis.

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

**IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

**V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. 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, and in the event of joint and concurring negligence or fault of the Consultant and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law and the City's reasonable attorney's fees shall be reimbursed in proportion to the Consultant's liability. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- VIII. 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 V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- IX. TIME OF COMPLETION.** Jacobs Engineering (The Consultant) proposes to complete the work as stated in I, 2.0 Schedule. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- X. 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.

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

Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

- XV.** 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.
- XVI. 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**

**CONSULTANT**

**Approved by the City of Lewisville**

**Jacobs Engineering Group Inc.**

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

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

**CITY OF LEWISVILLE**

151 West Church Street

Lewisville, Texas 75057

**APPROVED AS TO FORM:**

\_\_\_\_\_

Lizbeth Plaster, City Attorney

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Brenda Martin, Director of Finance

**DATE:** February 9, 2017

**SUBJECT:** **Approval of the Annual Arbitrage Rebate Reports From FirstSouthwest Reflecting no Arbitrage Liability.**

### BACKGROUND

The City's financial advisor FirstSouthwest 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, 2016. The calculations were performed under the Arbitrage Rebate Agreement between the City of Lewisville and FirstSouthwest, a division of Hilltop Securities.

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. FirstSouthwest provides arbitrage compliance services to over 475 clients across 23 states, comprising more than 2,900 bond issues with an aggregate par value of approximately \$173 billion.

### ANALYSIS

The report indicates no arbitrage liability for all bond issues as of September 30, 2016, 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 available 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

Subject: Arbitrage Rebate Reports  
February 9, 2017  
Page 2

be required if the issues have a positive liability on a five-year anniversary or final maturity dates.

**RECOMMENDATION**

It is City staff's recommendation that the City Council approve the Annual Arbitrage Rebate Reports from FirstSouthwest as set forth in the caption above.

**City of Lewisville, Texas**

**Summary of Rebatable Arbitrage and Yield Restriction  
 Fiscal Year Ended September 30, 2016**

*(Issues delivered prior to June 20, 2007, which are not presented herein, no longer require calculations)*

**Final Numbers \***

Delivery Date	Par Amount	Issue Description	Bond Yield	Rebatable Arbitrage/Yield Restriction 9/30/2015	Rebatable Arbitrage/Yield Restriction 9/30/2016	Upcoming IRS Dates**	
						Next IRS Calculation Date	Next IRS Payment Date
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>Combined issue for federal tax purposes:</i>	4.252662%	(2,504,728.09)	(2,635,309.76)	6/20/2017	8/21/2017
6/18/2008	10,300,000	WW&SS Revenue Bonds, Series 2008	4.047592%	(1,829,890.36)	(1,926,020.43)	2/15/2018	4/16/2018
6/18/2008	8,715,000	General Obligation Bonds, Series 2008	4.072652%	(1,734,176.02)	(1,817,145.48)	6/18/2018	8/17/2018
7/1/2009	5,430,000	General Obligation Bonds, Series 2009	3.691942%	(809,283.06)	(844,575.94)	---	---
7/1/2009	11,900,000	WW&SS Revenue Bonds, Series 2009	3.779832%	(2,327,612.96)	(2,604,181.54)	---	---
4/1/2010	9,600,000	General Obligation Refunding Bonds, Series 2010	2.670488%	(181,865.94)	(186,755.07)	---	---
4/21/2011	13,465,000	WW&SS Revenue Rfdg & Imprv Bonds, Series 2011	3.018784%	(1,321,241.22)	(1,600,699.47)	---	---
6/14/2012	25,750,000	General Obligation Rfdg & Imprv Bonds, Series 2012	2.199887%	(1,216,397.14)	(1,380,226.52)	6/14/2017	8/14/2017
6/14/2012	5,925,000	WW&SS Revenue Rfdg & Imprv Bonds, Series 2012	2.263274%	(274,079.76)	(290,176.81)	6/14/2017	8/14/2017
6/19/2013	12,455,000	General Obligation Bonds, Series 2013	2.242857%	(525,471.90)	(755,301.39)	6/19/2018	8/20/2018
6/19/2013	5,205,000	WW&SS Revenue Bonds, Series 2013	2.333087%	(262,083.53)	(370,300.06)	6/19/2018	8/20/2018
8/19/2015	21,085,000	General Obligation Refunding Bonds, Series 2015	2.600940%	N/A	(437,339.49)	---	---
8/19/2015	11,750,000	WW&SS Revenue Rfdg & Imprv Bonds, Series 2015	2.583765%	N/A	(215,826.80)	---	---
7/6/2016	15,300,000 8,670,000 <u>23,970,000</u>	GO Refunding & Improvement Bonds, Series 2016 and Tax Notes, Series 2016 <i>Combined issue for federal tax purposes:</i>	1.392442%	N/A	(20,245.38)	---	---
7/6/2016	10,880,000	WW&SS Revenue Rfdg & Imprv Bonds, Series 2016	1.803853%	N/A	(29,849.31)	---	---
<b>Total Cumulative Liability</b>				<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>		

\*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

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

**DATE:** February 20, 2017

**SUBJECT:** **Approval of a Letter Supporting a Request for the Disposition of Real Property to the Texas Department of Transportation (TxDOT) from Jim Murray, Hard Sun 100, LLC, for a Portion of the East Main Street (FM 1171) Right-of-Way Adjacent to 119 East Main Street and Authorizing the City Manager to Sign the Letter of Support and Letters of Support for Additional Disposition Requests Along Main Street Between Charles Street and Kealy Avenue.**

### BACKGROUND

Mr. Jim Murray, Hard Sun 100 LLC, purchased the former Lewisville Feed Mill site at 119 East Main Street in early 2016 to redevelop the site into a restaurant. While preparing development plans for the project, it was discovered that the front façade of the primary building on the site encroaches into the Main Street right-of-way, with the southwest corner of the building encroaching approximately 0.7 feet and the southeast corner of the building encroaching approximately 1.6 feet. The area of encroachment is approximately 75 square feet and is illustrated on Exhibit A. Since East Main Street is a State of Texas right-of-way designated as FM 1171, officials at the Texas Department of Transportation (TxDOT) advised the property owner to submit a request for the disposition of real property to TxDOT. This request was submitted to TxDOT in the spring of 2016. In accordance with §202.025 (5) of the Texas Transportation Code, TxDOT has determined that there is no record title to the right-of-way at this location; therefore, TxDOT may quitclaim the subject 75 square feet to the City or to the adjacent property owner (if the City supports the request). The disposition of real property request is scheduled to be considered by the Texas Transportation Commission (TTC) at their March 2017 meeting. A letter of support from the City is required for the TTC to act on the request.

### ANALYSIS

Disposition of this small portion of the East Main Street right-of-way by TxDOT will align the property boundary with the front face of the Feed Mill building and eliminate the existing building encroachment, allowing the property owner to move forward with the redevelopment of the property. Since most of the properties along Main Street between Charles Street and Kealy Avenue are unplatted, it is expected that many of the existing buildings on these properties may also contain slight encroachments into the right-of-way. Staff recommends that the City Council authorize the City Manager to sign the letter of support of Mr. Murray's request and any similar letters of support

Subject: Hard Sun 100 LLC

February 20, 2017

Page 2 of 2

for other requests for disposition of real property to TxDOT submitted by property owners with building encroachments along this portion of Main Street.

**RECOMMENDATION**

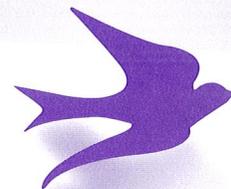
It is City staff's recommendation that the City Council authorize the City Manager to sign the letter of support and other letters of support for additional disposition requests along Main Street between Charles Street and Kealy Avenue as set forth in the caption above.

# Location Map - 119 East Main Street



# Aerial Map





**LEWISVILLE**

Deep Roots. Broad Wings. Bright Future.

February 20, 2017

Cindy Graves  
Right-of Way Agent  
Texas Department of Transportation  
4777 US Hwy. 80 East  
Mesquite, TX 75150-6642

Re: TxDOT File #S-2016-007

Dear Ms. Graves:

Mr. Jim Murray, Hard Sun 100, LLC, has submitted a request to the Texas Department of Transportation (File #S-2016-007) for the release of a small portion of the State of Texas right-of-way for FM 1171 (East Main Street) adjacent to his property at 119 East Main Street, located at the northwest corner of FM 1171 (East Main Street) and Kealy Avenue in the City of Lewisville, Denton County, Texas.

Section 202.025(5) of the Texas Transportation Code provides, in relevant part, that if there is no record title to the property, the state may quitclaim any interest that might have accrued to the state by use of the property to the abutting property owner at the request of the city. Accordingly, the City of Lewisville requests that the property shown on the attached Exhibit A be quitclaimed to Jim Murray, Hard Sun 100, LLC, the abutting property owner.

Please contact me if you have any questions or need additional information.

Sincerely,

Donna Barron  
City Manager

EXHIBIT "A"

County: Denton  
Highway: F.M. 1171  
RCSJ: 0196-04-016

Page 1 of 2  
December 21, 2016

Tract 1

BEING 75 square feet (0.0017 acres) of land situated in the J. W. King Survey, Abstract Number 696, City of Lewisville, Denton County, Texas, and being a part of F.M. No. 1171 right-of-way, also known as E. Main Street, an 80 foot wide right-of-way, as dedicated by plat and shown in 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, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the southwest corner of Lot 1, Block A, Feedmill Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded under Document Number 2016-198 of the Plat Records of Denton County, Texas, being in the south line of Block 3 of said Kealy Addition and being in the north line of said E. Main Street;

THENCE North 89 degrees 56 minutes 06 seconds East, with the common line of said Lot 1 and said E. Main Street, a distance of 30.90 feet to a point in the west face of a brick building, being the POINT OF BEGINNING;

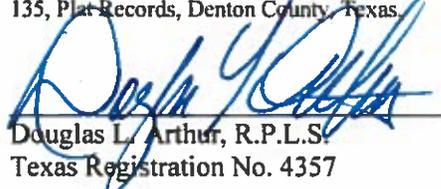
1.) THENCE North 89 degrees 56 minutes 06 seconds East, within said building and with the common line of said Lot 1 and said E. Main Street, the existing right-of-way line, a distance of 64.61 feet to a point in the east face of said brick building;

2.) THENCE South 00 degrees 00 minutes 00 seconds East, within said E. Main Street and with the east face of said brick building, a distance of 1.59 feet to the southeast corner of said brick building, being the new right-of-way line;

3.) THENCE North 89 degrees 18 minutes 10 seconds West, within said E. Main Street, being the new right-of-way line, and with the south face of said brick building, a distance of 64.62 feet to the southeast corner of said brick building;

4.) THENCE North 00 degrees 00 minutes 00 seconds East, within said E. Main Street and the new right-of-way line, with the west face of said brick building, a distance of 0.73 feet to the POINT OF BEGINNING, and containing 75 square feet (0.0017 acres) of land, more or less, and being subject to any and all easements that may affect.

All bearings are based on the south line of Lot 2R, Block A, Repairs Unlimited Addition, recorded in Cabinet P, Page 135, Plat Records, Denton County, Texas.

  
Douglas L. Arthur, R.P.L.S.  
Texas Registration No. 4357

1-20-17  
Date



Arthur Surveying Co., Inc.  
TRFN No. 10063800  
220 Elm Street, Suite 200  
Lewisville, TX 45067  
(972) 221-9439

RPLS SEAL

COPY

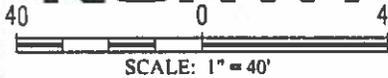
# EXHIBIT "A"

## TRACT 1

F.M. 1171

75 Square Feet (0.0017 acres) out of the  
J. W. King Survey, Abstract No. 696  
City of Lewisville, Denton County, Texas  
- 2016 -

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'00"E	0.73'
L2	S00°00'00"E	1.59'



Bearing shown are based on Feedmill Addition recorded under Doc. No. 2016-198, P.R.D.C.T.

S & B Corporation  
Doc. No. 98-R0118086  
R.P.R.D.C.T.

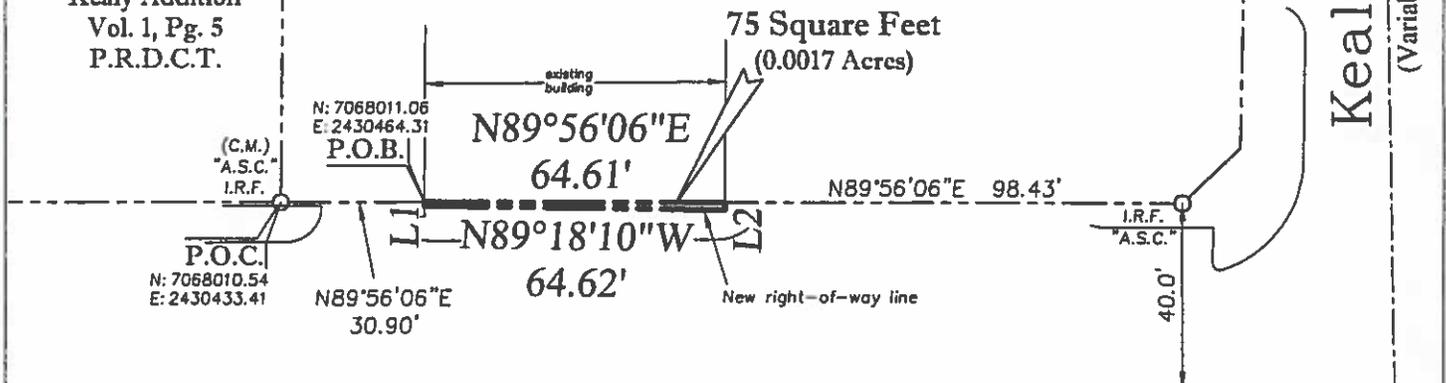
Block 3 (remainder)  
Kealy Addition  
Vol. 1, Pg. 5  
P.R.D.C.T.

*J. W. King Survey  
Abst. No. 696*

Hard Sun 100, LLC  
Doc. No. 2015-129981  
R.P.R.D.C.T.

Lot 1, Block A  
Feedmill Addition  
Doc. No. 2016-198  
P.R.D.C.T.

Kealy Avenue  
(Variable Width R.O.W.)



## E. MAIN STREET ~ F.M. 1171

(80' R.O.W. ~ Vol. 1, Pg. 5)

no record title found to the State of Texas

The Carter Living Trust  
Doc. No. 2015-26129  
R.P.R.D.C.T.

Part of Block 4  
Kealy Addition  
Vol. 1, Pg. 5  
P.R.D.C.T.

140 E. Main Street, Ltd.  
Doc. No. 2007-54991  
R.P.R.D.C.T.

Lot 1, Block A  
Sundquist Office Building Addition  
Cab. X, Pg. 355  
P.R.D.C.T.

### NOTES:

- I.R.F. = 1/2" Iron Rod Found
- I.R.S. = 1/2" Iron Rod Set with yellow cap stamped "Arthur Surveying Company"
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencing
- C.M. = Control Monument
- Property Line = ————
- Adjoiner Line = - - - - -
- Center Line = - - - - -

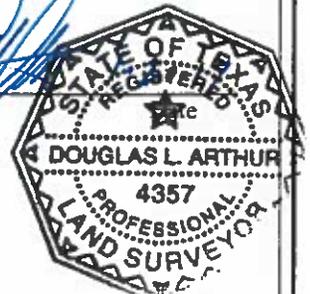
Coordinate values shown are based on Texas State Plane Coordinate System, NAD 83, North Central Zone (4202) and are surface adjusted with a combined scale factor of 1.00015063 (base 0,0,0).

NOTE:  
FM1171  
Denton County  
From: SH121  
To: IH 35E  
RCSJ 0196-04-011  
As shown on Map Sheet No. 4  
Rev. May 12, 2000

**COPY**

*Douglas L. Arthur*  
Douglas L. Arthur, R.P.L.S.  
No. 4357

Arthur Surveying Co., Inc.  
TFRN No. 10063800  
220 Elm Street, Suite 200  
Lewisville, TX 75067  
(972) 221-9439



## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Bob Monaghan, Parks and Leisure Services Director

**DATE:** February 2, 2017

**SUBJECT:** **Consideration of a Variance to the Lewisville City Code, Section 2-201, Fee Schedule, Regarding a Waiver of Fees for Personnel to Erect and Dismantle Tents Associated With the 2017 American Cancer Society Relay for Life Event, Located at the Lewisville High School- Harmon Campus, and Consideration of a Request for City In-Kind Support for the Same Event, as Requested by Christina Gockley, Community Manager, Relay For Life American Cancer Society.**

### BACKGROUND

The 2017 Relay For Life of Lewisville/Flower Mound event will be held from Friday May 19, 2016, at 6:00 p.m. and ending at midnight. A request is being made to a) provide City in-kind support of eight (8) tents and staff time to erect and dismantle tents related to the event; and b) to waive any associated fees for the event including fees for personnel to erect and dismantle tents. Total cost for tent rentals and labor is \$1,084.34. City Council has approved similar requests for this event since 2009. This event was held last year at the Harmon-Lewisville High School, 1250 W Round Grove Rd, Lewisville, TX 75067, and drew over 20 teams, over 600 participants, and raised over \$60,000.

### ANALYSIS

City staff does not categorize this event as a special event in that participants will be utilizing the existing track, field and bleachers for the event. Participants will be walking around the track during the event in order to raise money for the American Cancer Society. Individual food vendors, if present, will be responsible for obtaining a Temporary Food Vendor's permit and are not part of this request. City staff can supply the requested tents and provide the labor necessary to erect and dismantle the tents related to the event.

### RECOMMENDATION

It is City staff's recommendation the City Council approve the variance and the request for City In-Kind support for the 2017 American Cancer Society Relay for Life event as set forth in the caption above.



American Cancer Society  
3301 West Freeway  
Fort Worth TX 76107

January 13, 2017

Dear Mayor Durham and City Council,

Every year the American Cancer Society hosts Relay For Life events that take place across the nation to celebrate the lives of those who have battled cancer, remember loved ones lost and fight back against the disease. The funds raised at these events help support numerous local ACS services such as Look Good Feel Better, rides to and from appointments, free and reduced lodging for patients and research funding.

The Relay For Life of Lewisville/Flower Mound includes teams from Lewisville, Flower Mound, and Highland Village. The 2017 event is being held at Lewisville High School-Harmon Campus beginning Friday May 19th at 6:00pm and ending at midnight. Last year this event drew in over 20 teams, over 600 participants, and raised over \$60,000.

Relay For Life of Lewisville/Flower Mound respectfully requests the following support for the event being held May 19,2017 at Lewisville High School-Harmon Campus:

- City in-kind support of 8 tents and required staff to set up and take down Friday afternoon and Saturday morning.
- Waive any associated fees for Parks Department personnel to set up and take down tents.

In exchange for your support, we would like to provide the city with silver level sponsor recognition. This benefit includes the city's logo on our event t-shirt distributed to more than 500 participants, logo recognition on our website and social media and special signage at the event.

On behalf of the Relay For Life of Lewisville/Flower Mound, we thank you for your consideration in this matter.

Sincerely,  
Christina Gockley  
Community Manager, Relay For Life  
American Cancer Society  
817-570-0620  
Christina.Gockley@cancer.org



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

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

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

**DATE:** February 14, 2017

**SUBJECT: QUARTERLY INVESTMENT REPORT**  
**October 1, 2016 – December 31, 2016**

The attached quarterly investment report for the period from October 1, 2016 through December 31, 2016 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 June 30, 2016 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, 2016

## Report Highlights

- City uses consolidated bank, investment, and safekeeping accounts. Staff continues to monitor the Earned Income Credit Rates (ECR) which are essentially interest earnings paid by our depository bank which can be applied toward bank fee offset. The city evaluates this rate versus the short term interest rates as to which is more beneficial to the city to use as an offset to fees versus paying fees and receiving actual interest earnings.
- The 'Change in Market Value' column on the attached detail portfolio is a comparison of only the past quarter. Also on this report is the total net change associated with the Fair Market Value as of the report date, compared to the original cost of the portfolio. Fair Market Value (FMV) of an investment represents what the city would receive if we were to sell the security as of the reporting date. Depending on whether interest rates are rising or falling, the FMV will fluctuate. If held to maturity, a security is redeemed at par, (no gain or loss). As a rule, the city holds all securities until maturity.
- For purposes of Weighted Average Maturity, Cash is considered as same day liquidity and TexPool is calculated using the pool's average day calculation.
- Agency credit ratings are listed on page two of the report as a method of monitoring security types within the city's portfolio as directed by the Public Funds Investment Act.

## News in the Markets

- The U.S. economy added 156,000 new jobs in December, the Labor Department reported, slightly below economists' expectations. Yet wages rose 2.9 percent from last December, the strongest increase in more than seven years and evidence that economic growth is finally translating into gains for workers.
- The unemployment rate in December for Texas was 4.6% vs the U.S at 4.7%.
- As of this report date, December 31, 2016, Donald Trump is currently President-elect with inauguration set for January 20, 2017.
- January 25, 2017. The closely watched Dow Jones industrial average reached historic levels, landing above 20,000 points for the first time.
- The U.S. economy expanded 1.9 percent between October and December. For the full-year 2016, the economy grew 1.6 percent. The lowest reading on record since 2011 and down from an increase of 2.6 percent in 2015.
- **Fed Funds news** – December 2016 - In a widely expected move, the Federal Reserve increased its benchmark interest rate by another 0.25% to a range of 0.50% to 0.75%. The decision comes one year after the Fed raised rates for the first time since 2006 and marks the second hike in the current tightening cycle.



Portfolio Investment Report  
 for Quarter Ending December 31, 2016

**Consolidated Investment Report**

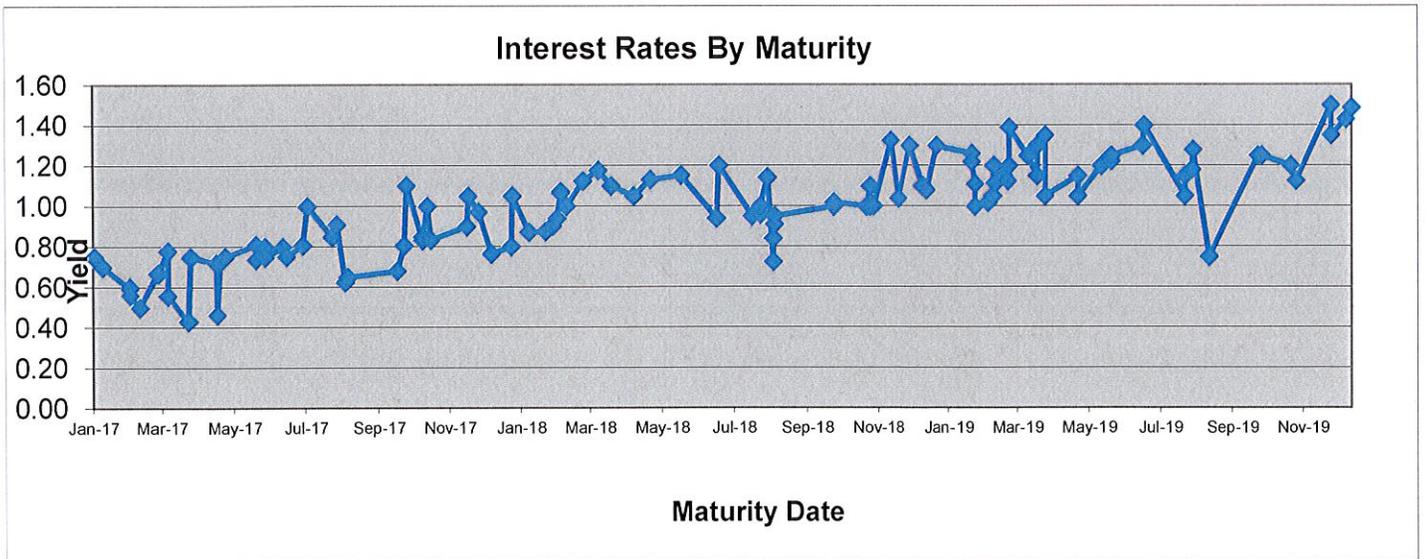
**Cash and Investment Balances**

		Same Quarter Last Year
Cash Balances	\$ 38,887,983.17	\$ 76,714,598.14
TexPool Balance	\$ 25,073,749.64	\$ 23,462,102.73
Other Investment Portfolio Balance	\$ 166,069,798.00	\$ 120,997,201.15
<b>Total Cash, Texpool &amp; Investment Amount</b>	<b>\$ 230,031,530.81</b>	<b>\$ 221,173,902.02</b>

**Investment Yields, Maturities, and Interest**

TexPool Average Quarter Yield	0.41%	0.03%
TexPool End of Qtr Weighted Maturity	42 Days	49 Days
Bank Earned Income Credit	0.35%	0.25%
13 Week Treasury - Benchmark	0.48%	0.04%
Other Investment Average Weighted Yield	0.98%	0.63%
Average Weighted Maturity: Agency / Total	518 / 379 Days	574 / 319 Days
Other Investment Accrued Interest	\$ 433,025.83	\$ 199,013.97

<b>Outstanding Portfolio (excluding TexPool)</b>					Market
Distribution by Maturity	Number	Amount	Percent	Value	Value
1 to 365 days	40	\$ 56,980,433.00	34.31%	\$ 57,001,805.00	
366 to 730 days	37	\$ 54,944,895.00	33.09%	\$ 54,866,021.00	
Over 730 days	39	\$ 54,144,470.00	32.60%	\$ 53,788,401.15	
<b>Total</b>	<b>116</b>	<b>\$ 166,069,798.00</b>	<b>100.00%</b>	<b>\$ 165,656,227.15</b>	



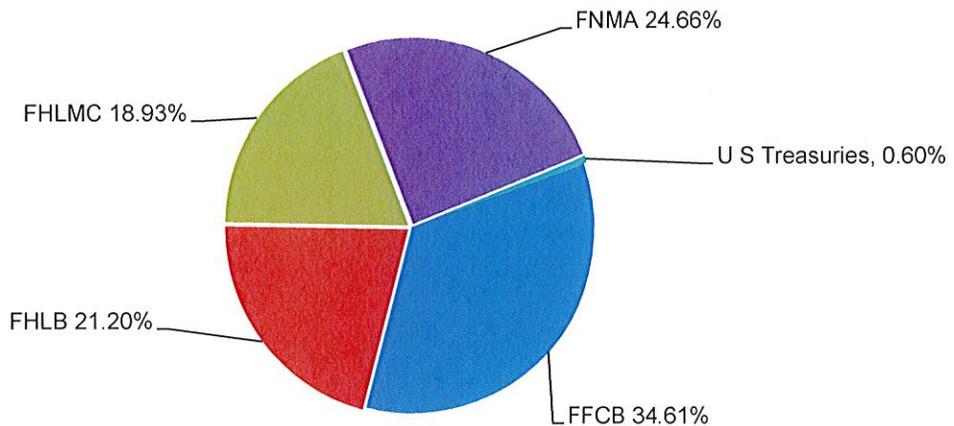


Portfolio Investment Report  
 for Quarter Ending December 31, 2016

**Consolidated Investments - continued**

Outstanding Portfolio (excluding TexPool)		Amount	Percent	Market Value
Distribution by Investment type	Number			
Federal Farm Credit Bank	33	\$ 57,480,183.00	34.61%	\$ 57,396,860.00
Federal Home Loan Bank	27	\$ 35,212,530.00	21.20%	\$ 35,104,406.00
Federal Home Loan Mortgage Corp	25	\$ 31,439,505.00	18.93%	\$ 31,352,421.15
Federal National Mortgage Assoc.	30	\$ 40,947,680.00	24.66%	\$ 40,805,040.00
U S Treasuries	1	\$ 989,900.00	0.60%	\$ 997,500.00
<b>Total</b>	<b>116</b>	<b>\$ 166,069,798.00</b>	<b>100.00%</b>	<b>\$ 165,656,227.15</b>

**Distribution by Type**



**Agencies Credit Ratings**

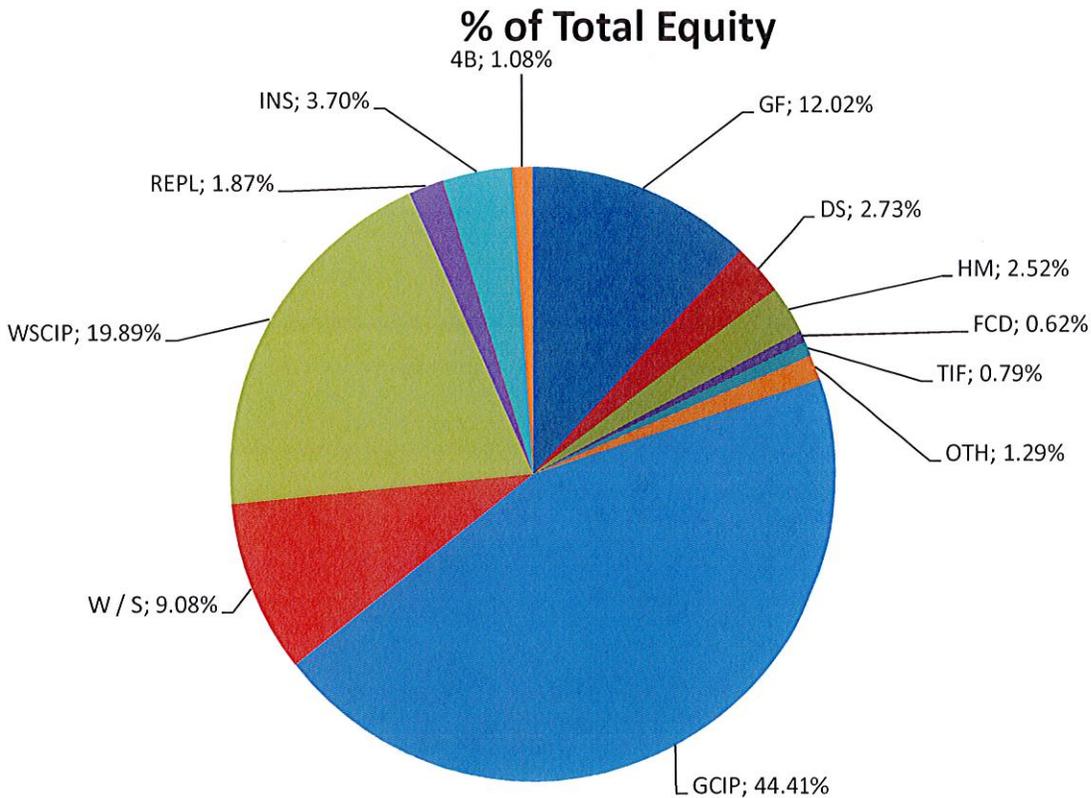
	<b>S &amp; P</b>	<b>Moody's</b>
Federal Farm Credit Bank	AA+	Aaa
Federal Home Loan Bank	AA+	Aaa
Federal Home Loan Mortgage Corp	AA+	Aaa
Federal National Mortgage Assoc.	AA+	Aaa



Portfolio Investment Report  
for Quarter Ending December 31, 2016

**Outstanding Portfolio - Major Funds**

	Chart Key	Equity Balance	% of Total Equity
General Fund	GF	\$ 27,653,487	12.02%
Debt Service	DS	\$ 6,277,299	2.73%
Hotel / Motel	HM	\$ 5,796,100	2.52%
FIRE & CRIME DISTRICTS	FCD	\$ 1,436,269	0.62%
TIF & TIRZ	TIF	\$ 1,825,112	0.79%
Funds under 1 million	OTH	\$ 2,976,750	1.29%
G O CIP	GCIP	\$ 102,148,156	44.41%
W&S Operating	W / S	\$ 20,880,198	9.08%
W&S CIP	WSCIP	\$ 45,763,973	19.89%
EQUIP REPLACEMENT	REPL	\$ 4,292,707	1.87%
INSURANCE RISK	INS	\$ 8,501,955	3.70%
4-B SALES TAX	4B	\$ 2,479,525	1.08%
<b>Total</b>		<b>\$ 230,031,531</b>	<b>100.00%</b>



**City of Lewisville  
Consolidated Account**

Security Type	Par Value	Cost	9/30/2016		12/31/2016		Change in Market Value	Cusip	Purchase Date	Maturity Date	Rate	Yield	Accrued Interest
			Beg.	Market Value	End.	Market Value							
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,757.70	\$ 1,000,000.00	\$ (757.70)	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	\$ 2,001,239.20	\$ 2,000,000.00	\$ (1,239.20)	3133EDNC2	6/13/2014	1/13/2017	0.70	0.70003	\$ 6,650.00		
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,999,860.00	\$ 2,000,290.80	\$ 2,000,140.00	\$ (150.80)	3133EE6A3	9/18/2015	2/6/2017	0.59	0.59503	\$ 4,818.33		
Federal Farm Credit bank	\$ 6,000,000.00	\$ 5,998,920.00	\$ 6,000,872.40	\$ 6,000,420.00	\$ (452.40)	3133EE6A3	9/18/2015	2/6/2017	0.59	0.60303	\$ 14,455.00		
Federal Farm Credit bank	\$ 4,000,000.00	\$ 4,001,388.00	\$ 4,000,581.60	\$ 4,000,280.00	\$ (301.60)	3133EE6A3	11/6/2015	2/6/2017	0.59	0.56202	\$ 9,636.67		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,001,000.00	\$ 1,000,293.90	\$ 1,000,110.00	\$ (183.90)	3130A7BV6	2/12/2016	2/15/2017	0.60	0.50044	\$ 2,300.00		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,001,150.00	\$ 1,000,881.90	\$ 1,000,360.00	\$ (521.90)	3130A4FR8	9/18/2015	3/2/2017	0.75	0.67044	\$ 2,500.00		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,640.00	\$ 1,001,406.10	\$ 1,000,620.00	\$ (786.10)	3133782N0	5/12/2014	3/10/2017	0.88	0.78036	\$ 1,190.97		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,620.00	\$ 1,001,406.10	\$ 1,000,620.00	\$ (786.10)	3133782N0	5/9/2016	3/10/2017	0.88	0.56031	\$ 1,993.06		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,810.00	\$ 1,000,810.00	\$ 1,000,240.00	\$ (570.00)	3133ECKC7	11/14/2016	3/28/2017	0.65	0.43168	\$ 848.61		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,797.80	\$ 1,000,480.00	\$ (317.80)	3130A3ML5	1/15/2015	3/30/2017	0.75	0.74977	\$ 1,916.67		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,360.00	\$ 1,000,950.00	\$ 1,000,510.00	\$ (440.00)	3135G0ZB2	1/22/2016	4/20/2017	0.75	0.72075	\$ 1,500.00		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,590.00	\$ 1,000,590.00	\$ 1,000,060.00	\$ (530.00)	3133EEZR4	11/14/2016	4/21/2017	0.60	0.46426	\$ 666.67		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,365.00	\$ 1,000,653.60	\$ 1,000,500.00	\$ (153.60)	3133EFAN7	9/18/2015	4/24/2017	0.75	0.72706	\$ 1,416.67		
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,995,320.00	\$ 1,999,831.20	\$ 2,000,240.00	\$ 408.80	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	\$ 2,002,278.40	\$ 2,001,920.00	\$ (358.40)	3130A1NN4	5/27/2014	5/24/2017	0.88	0.81025	\$ 1,944.44		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,300.00	\$ 1,001,139.20	\$ 1,000,960.00	\$ (179.20)	3130A1NN4	9/18/2015	5/24/2017	0.88	0.73715	\$ 972.22		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 989,430.00	\$ 994,580.00	\$ 997,020.00	\$ 2,440.00	31359MEL3	2/2/2016	6/1/2017	0.79	0.80023	\$ 660.83		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,590.00	\$ 994,580.00	\$ 997,020.00	\$ 2,440.00	31359MEL3	6/3/2016	6/1/2017	0.79	0.74931	\$ 660.83		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,010.00	\$ 1,000,647.00	\$ 1,000,730.00	\$ 83.00	3133EEV62	9/18/2015	6/16/2017	0.80	0.79931	\$ 333.33		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,004,300.00	\$ 1,002,208.90	\$ 1,001,760.00	\$ (448.90)	3133EDVB5	11/6/2015	6/19/2017	1.02	0.75225	\$ 340.00		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,740.00	\$ 999,555.40	\$ 1,000,020.00	\$ 464.60	3133EFBS5	9/18/2015	7/3/2017	0.68	0.80737	\$ 3,418.89		
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,005,400.00	\$ 2,003,300.00	\$ (2,100.00)	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	\$ 1,001,700.00	\$ 1,000,930.00	\$ (770.00)	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	\$ 1,000,351.10	\$ 1,000,480.00	\$ 128.90	3133EAC63	11/5/2014	8/1/2017	0.80	0.91107	\$ 3,377.78		
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,997,664.20	\$ 1,998,920.00	\$ 1,255.80	3130A8YV9	8/8/2016	8/8/2017	0.63	0.62500	\$ 5,034.72		
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,998,305.40	\$ 1,999,200.00	\$ 894.60	3133EF6U6	5/10/2016	8/10/2017	0.65	0.65000	\$ 5,163.89		
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,350.00	\$ 1,996,600.00	\$ (3,750.00)	3130A9K59	9/21/2016	9/21/2017	0.68	0.68000	\$ 3,815.56		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,003,630.00	\$ 1,003,630.00	\$ 1,003,090.00	\$ (540.00)	3136G0J28	12/1/2016	9/27/2017	1.25	0.80581	\$ 1,041.67		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,950.00	\$ 1,003,135.90	\$ 1,002,010.00	\$ (1,125.90)	3130A2XL5	9/29/2014	9/29/2017	1.10	1.10170	\$ 2,933.33		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 996,510.00	\$ 999,838.00	\$ 998,560.00	\$ (1,278.00)	3133EFHY6	11/6/2015	10/13/2017	0.65	0.83205	\$ 1,426.39		
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,499,743.50	\$ 1,498,875.00	\$ (868.50)	3134G8WC9	4/13/2016	10/13/2017	0.85	0.85000	\$ 2,797.92		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,454.70	\$ 1,001,210.00	\$ (2,244.70)	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	\$ 999,933.40	\$ 998,460.00	\$ (1,473.40)	3133EFKM8	11/5/2015	10/20/2017	0.71	0.83378	\$ 1,420.00		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,390.30	\$ 1,000,120.00	\$ (2,270.30)	3130A6D87	8/20/2015	11/20/2017	0.90	0.90011	\$ 1,025.00		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,092.30	\$ 1,001,440.00	\$ (2,652.30)	3133EECQ1	11/21/2014	11/21/2017	1.05	1.05000	\$ 1,166.67		
U S Treasury	\$ 1,000,000.00	\$ 989,900.00	\$ 999,179.60	\$ 997,500.00	\$ (1,679.60)	912828UA6	12/16/2014	11/30/2017	0.63	0.97242	\$ 538.19		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,630.00	\$ 1,001,104.60	\$ 998,830.00	\$ (2,274.60)	3133EFYM3	2/11/2016	12/11/2017	0.80	0.76542	\$ 444.44		
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,499,985.00	\$ 1,497,150.00	\$ (2,835.00)	3134G9WU7	6/28/2016	12/28/2017	0.80	0.80000	\$ 100.00		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,075.40	\$ 1,001,120.00	\$ (2,955.40)	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	\$ 999,010.00	\$ 997,910.00	\$ (1,100.00)	3137EADN6	11/6/2015	1/12/2018	0.75	0.87225	\$ 3,583.33		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,756.00	\$ 998,070.00	\$ (1,686.00)	3134G9ZJ5	7/26/2016	1/26/2018	0.88	0.87500	\$ 3,840.28		
Federal Farm Credit bank	\$ 1,500,000.00	\$ 1,499,220.00	\$ 1,502,970.15	\$ 1,499,040.00	\$ (3,930.15)	3133ECE83	3/2/2016	2/1/2018	0.88	0.90239	\$ 5,541.67		
Federal Farm Credit bank	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,096.00	\$ 4,992,950.00	\$ (7,146.00)	3133EFXR3	2/5/2016	2/5/2018	0.94	0.94000	\$ 19,322.22		
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,000.00	\$ 2,001,580.00	\$ 1,998,700.00	\$ (2,880.00)	3135G0TG8	3/4/2015	2/8/2018	0.88	1.06525	\$ 7,048.61		
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,680.00	\$ 2,001,580.00	\$ 1,998,700.00	\$ (2,880.00)	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	\$ 5,004,850.00	\$ 4,997,850.00	\$ (7,000.00)	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	\$ 1,005,447.50	\$ 1,002,230.00	\$ (3,217.50)	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	\$ 1,005,306.80	\$ 1,001,540.00	\$ (3,766.80)	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	\$ 1,004,100.00	\$ 1,001,160.00	\$ (2,940.00)	3134G65U3	6/23/2015	3/23/2018	1.10	1.10014	\$ 3,025.00		
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,998,600.00	\$ 1,998,600.00	\$ 1,996,100.00	\$ (2,500.00)	3133ECL44	11/21/2016	4/11/2018	1.00	1.05074	\$ 2,222.22		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,800.00	\$ 1,004,620.30	\$ 1,000,920.00	\$ (3,700.30)	3130A4GJ5	6/12/2015	4/25/2018	1.13	1.13200	\$ 2,093.75		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,000.00	\$ 1,000,470.00	\$ 997,000.00	\$ (3,470.00)	3135G0WJ8	6/12/2015	5/21/2018	0.88	1.15233	\$ 972.22		
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,998,718.80	\$ 1,992,040.00	\$ (6,678.80)	3133EGUX1	9/29/2016	6/20/2018	0.94	0.93978	\$ 574.44		
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,800.00	\$ 1,800.00	3134G67C1	6/22/2015	6/22/2018	1.20	1.20000	\$ 600.00		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,004,680.00	\$ 1,004,880.00	\$ 999,550.00	\$ (5,330.00)	3135G0E33	10/30/2015	7/20/2018	1.13	0.95032	\$ 5,125.00		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,177.00	\$ 995,540.00	\$ (3,637.00)	3133EGNU5	7/27/2016	7/27/2018	0.96	0.96000	\$ 4,186.67		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,330.00	\$ 996,000.00	\$ (3,330.00)	3134G73Q2	10/30/2015	7/27/2018	1.00	1.00011	\$ 4,361.11		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,500.00	\$ 996,000.00	\$ (2,500.00)	3134G9N60	7/27/2016	7/27/2018	1.00	1.00000	\$ 4,361.11		

Federal Farm Credit bank	\$	2,000,000.00	\$	1,993,500.00	\$	1,999,415.00	\$	1,992,620.00	\$	(6,795.00)	3133EFMV6	11/10/2015	8/2/2018	1.02	1.14146	\$	8,556.67	
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	997,920.00	\$	995,934.00	\$	991,500.00	\$	(4,434.00)	3130A8PK3	7/8/2016	8/7/2018	0.63	0.72586	\$	2,534.72	
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	996,310.00	\$	996,310.00	\$	991,500.00	\$	(4,810.00)	3130A8PK3	11/14/2016	8/7/2018	0.63	0.84013	\$	815.97	
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	998,977.70	\$	994,460.00	\$	(4,517.70)	3133EGPY5	8/8/2016	8/8/2018	0.91	0.91000	\$	3,665.28	
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,236.90	\$	996,460.00	\$	(3,776.90)	3130A8WT6	8/8/2016	8/8/2018	0.95	0.95000	\$	3,826.39	
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	999,061.00	\$	995,000.00	\$	(4,061.00)	3130A9F09	9/28/2016	9/28/2018	1.00	1.00000	\$	2,611.11	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	999,436.00	\$	995,060.00	\$	(4,376.00)	3134GAPQ1	9/30/2016	9/28/2018	1.02	1.02000	\$	2,606.67	
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,998,872.00	\$	1,990,120.00	\$	(8,752.00)	3134GAPQ1	9/30/2016	9/28/2018	1.02	1.02000	\$	5,213.33	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,786.00	\$	992,476.00	\$	(8,310.00)	3134G9Z42	7/26/2016	10/26/2018	1.00	1.00000	\$	1,833.33	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	997,630.00	\$	995,440.00	\$	(2,190.00)	3135G0G64	10/30/2015	10/29/2018	1.10	1.10000	\$	1,925.00	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,120.00	\$	998,840.00	\$	(1,280.00)	3136G2SK4	10/30/2015	10/29/2018	0.75	1.00000	\$	1,312.50	
Federal Farm Credit bank	\$	2,000,000.00	\$	1,998,800.00	\$	1,998,800.00	\$	1,988,200.00	\$	(10,600.00)	3133EGA70	11/2/2016	11/1/2018	0.97	1.00042	\$	3,179.44	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	995,310.00	\$	1,000,000.00	\$	996,110.00	\$	(3,890.00)	3135G0G49	12/28/2015	11/16/2018	1.16	1.32621	\$	1,450.00	
Federal Home Loan Mortgage Corp. Note	\$	1,500,000.00	\$	1,498,395.00	\$	1,500,606.00	\$	1,492,815.00	\$	(7,791.00)	3134G8LV9	3/2/2016	11/23/2018	1.00	1.04002	\$	1,583.33	
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	2,017,096.00	\$	2,002,100.00	\$	(14,996.00)	3133EFRQ2	12/3/2015	12/3/2018	1.30	1.30000	\$	2,022.22	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,001,346.00	\$	997,230.00	\$	(4,116.00)	3134G8NB1	3/14/2016	12/14/2018	1.10	1.10014	\$	519.44	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,001,242.00	\$	996,390.00	\$	(4,852.00)	3134G8MY2	3/17/2016	12/17/2018	1.08	1.08013	\$	420.00	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	995,440.00	\$	995,440.00	\$	996,600.00	\$	1,160.00	3136G16Y0	12/21/2016	12/26/2018	1.07	1.30012	\$	297.22	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	999,900.00	\$	998,940.00	\$	(960.00)	3134G8HN2	1/25/2016	1/25/2019	1.26	1.26000	\$	5,565.00	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,250.00	\$	997,320.00	\$	(2,930.00)	3136G2WV5	1/29/2016	1/25/2019	1.22	1.22001	\$	5,388.33	
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	998,834.00	\$	993,800.00	\$	(5,034.00)	3133EGNY7	7/28/2016	1/28/2019	1.11	1.11000	\$	4,810.00	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	993,580.00	\$	(6,420.00)	3134GAQU1	10/28/2016	1/28/2019	1.00	1.00014	\$	1,777.78	
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,997,009.60	\$	2,974,920.00	\$	(22,089.60)	3130A8XU2	8/8/2016	2/8/2019	1.02	1.02000	\$	12,325.00	
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	2,002,001.00	\$	1,985,120.00	\$	(16,881.00)	3130A8V26	8/12/2016	2/12/2019	1.05	1.05000	\$	8,225.00	
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	2,000,000.00	\$	1,985,120.00	\$	(14,880.00)	3130A8V26	11/14/2016	2/12/2019	1.05	1.04972	\$	2,741.67	
Federal Home Loan Mortgage Corp. Note	\$	2,945,000.00	\$	2,945,000.00	\$	2,951,534.96	\$	2,934,015.15	\$	(17,519.81)	3134G9EB9	5/13/2016	2/13/2019	1.20	1.20017	\$	13,743.33	
Federal Home Loan Bank Bond	\$	2,200,000.00	\$	2,208,580.00	\$	2,216,651.36	\$	2,198,416.00	\$	(18,235.36)	3133824V2	3/2/2016	2/14/2019	1.25	1.11519	\$	10,618.06	
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,236.10	\$	993,980.00	\$	(6,256.10)	3133EFY50	2/22/2016	2/22/2019	1.15	1.15000	\$	4,184.72	
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,001,392.50	\$	995,070.00	\$	(6,322.50)	3130A7XH3	5/25/2016	2/25/2019	1.13	1.12500	\$	4,000.00	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,220.00	\$	994,310.00	\$	(5,910.00)	3136G2ZF7	2/26/2016	2/26/2019	1.20	1.20000	\$	4,233.33	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,100.00	\$	996,810.00	\$	(3,290.00)	3136G2ZX8	2/26/2016	2/26/2019	1.00	1.39000	\$	8,583.33	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	995,740.00	\$	(4,260.00)	3134GAA79	12/14/2016	3/14/2019	1.25	1.25000	\$	590.28	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,001,520.00	\$	994,460.00	\$	(7,060.00)	3136G3BQ7	3/22/2016	3/22/2019	1.15	1.15000	\$	3,194.44	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,140.00	\$	995,570.00	\$	(4,570.00)	3136G3BR5	3/22/2016	3/22/2019	1.30	1.30000	\$	3,611.11	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,003,310.00	\$	997,290.00	\$	(6,020.00)	3134G9SB4	6/22/2016	3/29/2019	1.35	1.35000	\$	3,487.50	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,593.00	\$	992,530.00	\$	(8,063.00)	3134GANF7	9/29/2016	3/29/2019	1.05	1.05000	\$	2,712.50	
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	999,009.00	\$	992,210.00	\$	(6,799.00)	3130A8UK7	7/26/2016	4/26/2019	1.15	1.15015	\$	2,108.33	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	992,190.00	\$	(7,810.00)	3134GAQX5	10/26/2016	4/26/2019	1.05	1.05000	\$	1,925.00	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,001,300.00	\$	993,290.00	\$	(8,010.00)	3136G3LD5	5/16/2016	5/16/2019	1.20	1.20000	\$	1,500.00	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	998,750.00	\$	1,001,638.00	\$	994,250.00	\$	(7,388.00)	3134G9NL7	5/31/2016	5/24/2019	1.18	1.22282	\$	1,212.78	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	999,970.00	\$	992,260.00	\$	(7,710.00)	3136G3ML6	5/24/2016	5/24/2019	1.13	1.25000	\$	1,156.25	
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	2,002,540.00	\$	1,990,080.00	\$	(12,460.00)	3136G3RQ0	6/20/2016	6/20/2019	1.30	1.30000	\$	794.44	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,310.00	\$	995,520.00	\$	(4,790.00)	3136G3RM9	6/21/2016	6/21/2019	1.40	1.40000	\$	13,416.67	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,172.00	\$	987,510.00	\$	(12,662.00)	3136G3R56	7/26/2016	7/26/2019	1.05	1.05000	\$	4,608.33	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,531.00	\$	990,170.00	\$	(10,361.00)	3136G3U29	7/29/2016	7/26/2019	1.15	1.15000	\$	4,951.39	
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	998,833.00	\$	990,470.00	\$	(8,363.00)	3133EGPD1	8/1/2016	8/1/2019	1.18	1.18000	\$	4,982.22	
Federal Farm Credit bank	\$	3,000,000.00	\$	3,000,000.00	\$	2,996,499.00	\$	2,971,410.00	\$	(25,089.00)	3133EGPD1	8/1/2016	8/1/2019	1.18	1.18000	\$	14,946.67	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	999,500.00	\$	999,500.00	\$	991,460.00	\$	(8,040.00)	3136G3K38	11/15/2016	8/2/2019	1.26	1.27863	\$	1,610.00	
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	999,125.00	\$	998,600.00	\$	(525.00)	3134G9V79	8/16/2016	8/16/2019	0.75	0.75000	\$	2,854.17	
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	1,996,060.00	\$	1,996,060.00	\$	1,979,800.00	\$	(16,260.00)	3135G0Q30	11/15/2016	9/27/2019	1.18	1.25005	\$	3,015.56	
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,996,660.00	\$	1,980,200.00	\$	(16,460.00)	3135G0P98	9/30/2016	9/30/2019	1.25	1.25000	\$	6,388.89	
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	988,250.00	\$	(11,750.00)	3136G4DZ3	10/25/2016	10/25/2019	1.20	1.20000	\$	2,233.33	
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	2,000,000.00	\$	1,975,000.00	\$	(25,000.00)	3136G4EE9	10/28/2016	10/30/2019	1.13	1.12497	\$	4,000.00	
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	2,000,000.00	\$	1,993,600.00	\$	(6,400.00)	3133EGM77	11/29/2016	11/29/2019	1.50	1.50000	\$	2,666.67	
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	2,000,000.00	\$	1,986,600.00	\$	(13,400.00)	3136G4HF3	11/29/2016	11/29/2019	1.35	1.35000	\$	2,400.00	
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,580.00	\$	1,000,580.00	\$	997,650.00	\$	(2,930.00)	3133EGT88	12/12/2016	12/12/2019	1.45	1.43018	\$	765.28	
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	996,000.00	\$	996,000.00	\$	990,890.00	\$	(5,110.00)	313381E24	12/19/2016	12/17/2019	1.35	1.48706	\$	450.00	
Sub-Total	\$	166,145,000.00	\$	166,069,798.00	\$	166,223,405.27	\$	165,656,227.15	\$	(567,178.12)							\$	433,025.83
							\$	165,656,227.15										

TexPool Balance \$ 25,073,749.64