



# Lewisville City Council

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



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**A G E N D A**

**LEWISVILLE CITY COUNCIL MEETING  
MAY 21, 2018**

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

**WORKSHOP SESSION - 5:30 P.M.**

**REGULAR SESSION – 7:00 P.M.**

Call to Order and Announce a Quorum is Present.

**WORKSHOP SESSION - 5:30 P.M.**

- A. Discussion of Dangerous/Substandard Structures Ordinance
- B. Discussion of Old Town Zone Revisions
- C. Discussion of Regular Agenda Items and Consent Agenda Items

**REGULAR SESSION – 7:00 P.M.**

- A. **INVOCATION:** Mayor Durham
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Mayor Pro Tem Daniels
- C. **PUBLIC HEARING:** Consideration of an Ordinance Granting a Special Use Permit for a Hotel with Rooms Containing a Cooktop or Oven and one Associated Variance Request; on Approximately 2.327 Acres, Legally Described as 5A-1, Block A of the Vista Ridge-35 Addition, Located at the Southeast Corner of Lake Vista Drive and East Vista Ridge Mall Drive and Zoned Light Industrial District (LI); as Requested by Jiger Patel, of Eighty-Two Development I GP LLC d/b/a Shreem Capital, on Behalf of Mercantile Lakepointe, LP, the Property Owner (Case No. SUP-2018-04-06).

**AGENDA  
LEWISVILLE CITY COUNCIL  
MAY 21, 2018**

**ADMINISTRATIVE COMMENTS:**

Element Hotel is requesting a special use permit (SUP) to allow a hotel with rooms containing a cooktop or oven. As a part of this request, the hotel is exceeding the requirements found in Lewisville's Hotel Ordinance by adding additional amenities and enhanced landscaping. One variance is requested as a part of this SUP: to allow a reduction of the minimum room size from 325 square feet to 288 square feet for six rooms. On April 17, 2018, the Planning and Zoning Commission recommended approval unanimously (7-0) of the requested SUP.

**RECOMMENDATION:**

That the City Council approve the ordinance and one associated variance request as set forth in the caption above.

**AVAILABLE FOR QUESTIONS:** - Richard E. Luedke, Planning Director

- D. **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.
- E. **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:** City Council Minutes of the May 7, 2018, Workshop Session and Regular Session.
  2. **Approval of a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. for Professional Architectural and Engineering Services for an Office Allocation and Land Utilization Study, in the Amount of \$76,930; and Authorize the City Manager to Execute the Agreement.**

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**ADMINISTRATIVE COMMENTS:**

A total of thirty-eight (38) requests for qualifications were downloaded from Bidsync.com. Four (4) statements of qualifications were received and opened November 27, 2017. The scope of this project consists of hiring a consultant to take a look at the operations at the Civic Circle and Kealy Complexes. Pursuant to this agreement, a consultant will provide staff with projected growth estimates over the next 10 – 20 years, developing office space allocations based on these projections and a conceptual plan to indicate proposed changes to facilities.

**RECOMMENDATION:**

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

- 3. Approval of a Bid Award to Ferguson Waterworks, of Tyler Texas, for the Purchase of Replacement Valves for the Whippoorwill Lift Station in the Amount of \$71,270.45.**

**ADMINISTRATIVE COMMENTS:**

A total of eleven (11) bid invitations were downloaded from Bidsync.com. Three (3) bids were received and opened April 19, 2018. This purchase is for the replacement of ten (10) valves at the Whippoorwill Lift Station. The replacement of the valves is part of the Whippoorwill Lift Station rehabilitation project which includes replacement of motors, pumps and electrical components. Funding is available in the Whippoorwill Lift Station Capital Improvement Project.

**RECOMMENDATION:**

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

- 4. Approval of an Interlocal Agreement by and between the City of Lewisville and Lewisville Independent School District Relating to the Creation of an Entrepreneurial Curriculum at Lewisville High School; and Authorization for the City Manager to Execute the Agreement.**

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**ADMINISTRATIVE COMMENTS:**

The proposed agreement provides that the city will use the cash donations it receives from the Hudson Foundation (\$17,500 one time) and Mary Kay Inc. (\$15,000 per year) to partner with LISD to establish a high school entrepreneur curriculum at Lewisville High School. It also provides the City with additional rights to distribute city marketing material to Lewisville High School feeder schools. The agreement is for five years with the option to renew for five additional one-year periods.

**RECOMMENDATION:**

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

- 5. Approval of an Economic Development Agreement By and Between the City of Lewisville and Innovative IDM; and Authorization for the City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

Innovative IDM (an industrial process control and innovations company) is moving its headquarters from Carrollton to Lewisville. The project will be the construction of a new 100,000 square foot building for the company's offices, manufacturing and warehousing operations. They will employ 60 people at this facility. This agreement provides a 50% grant equal to the real and business personal property taxes paid to the City of Lewisville for 10 years.

**RECOMMENDATION:**

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

- 6. Approval of a Bronze Sculpture in Wayne Ferguson Plaza, as Recommended by the Arts Advisory Board.**

**ADMINISTRATIVE COMMENTS:**

Staff has received a proposal from the Ferguson family and local developer Alex Buck to place a bronze sculpture of Wayne Ferguson in Wayne Ferguson Plaza. Buck has raised \$50,000 toward the project and is asking City Council to match up to that amount (through already appropriated funding available in the Public Arts Capital Project) to cover the total project cost.

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**RECOMMENDATION:**

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

**F. REGULAR HEARINGS:**

- 7. Consideration of Acceptance of Resignation of Debbie Fu From Place No. 7 on the Community Development Block Grant Advisory Committee (CDBG); Declare Vacancy Exists on the CDBG; and Consideration of an Appointment to Place No. 7 on the CDBG.**

**ADMINISTRATIVE COMMENTS:**

Due to her recent move out of the City of Lewisville, Debbie Fu has advised City staff of her resignation from Place No. 7 on the Community Development Block Grant Advisory Committee. The City Council will need to declare a vacancy and consider a new appointment to fill this vacancy. Data sheets of applicants interested in serving on this Committee have been included for City Council review.

**RECOMMENDATION:**

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

- 8. Consideration of Acceptance of Resignation of Craig Roberts From Place No. 1 on the Arts Advisory Board; Declare a Vacancy Exists on the Arts Advisory Board; and Consideration of an Appointment to Place No. 1 on the Arts Advisory Board.**

**ADMINISTRATIVE COMMENTS:**

Craig Roberts recently notified the City that he is no longer employed by Medical City Lewisville. As Place No.1 on the Arts Advisory Board is specifically for someone employed by Medical City Lewisville, Mr. Roberts has submitted his resignation. The City Council will need to declare a vacancy and consider a new appointment to fill this vacancy.

**RECOMMENDATION:**

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

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**9. Appointment of Members to the MGC Naming Committee.**

**ADMINISTRATIVE COMMENTS:**

On April 2, 2018 City Council was presented with a potential name for the new multigenerational recreation center (MGC). City Council requested staff bring back a selection of names for consideration. Staff is requesting City Council appoint members to a committee that will assist with the development and selection of potential names. The committee will consist of two City Council members, two Park Board members, one 2025 Board member, and one Youth Action Council member. Name options will be presented during the City Council work session on July 2, 2018.

**RECOMMENDATION:**

That the City Council appoint two City Council members, two Park Board members, one 2025 Board member and one Youth Action Council member to serve on the MGC Naming Committee.

G. **REPORTS:** Reports about items of community interest regarding which no action will be taken.

- Quarterly Investment Report From January 1, 2018 – March 31, 2018

H. **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
3. Section 551.071 (Consultation with Attorney): Legal issues regarding the payment of cable services franchise fees by Charter Communications VI, LLC, d/b/a Spectrum Cable.

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

J. **ADJOURNMENT**

**AGENDA  
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MAY 21, 2018**

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).

# Dangerous/Substandard Structures Ordinance

Building Inspections and Code Enforcement



# Background - Authority to Abate

- Local Government Code Chapter 214 defines a building as a nuisance if it is “dilapidated, substandard, or unfit for human habitation” based upon minimum standards that a city adopts in its ordinance.
- Pursuant to Chapter 214, a property owner is entitled to notice and a hearing as to whether a structure constitutes a public nuisance based upon violation of the city’s adopted minimum standards, a decision relating to whether it can be repaired or must be demolished, and right to appeal that decision to a District trial court.

# Legal Requirements for a City to Abate

1. Adopt an ordinance under Chapter 214 relating to the condition of structures in the city, and provide for notice and a public hearing, generally before the city council, an appointed building and standards commission, or the city's municipal court acting in a civil capacity (the council, commission, or municipal court, pursuant to Subchapter C of Chapter 54, acts as the administrative municipal body to carry out the required procedures)
2. The ordinance must establish minimum standards for the continued use and occupancy of buildings, provide for the giving of proper notice of a substandard building, and provide for a public hearing. (Building codes are often used for the minimum standards required by Chapter 214.)

# Challenges with Current Ordinance

- Not chronological - difficult for citizens and employees to navigate through process
- Minimum standards are difficult to quantify and enforce; examples include:
  - ◆ “Dampness of habitable rooms”
  - ◆ “General dilapidation”
  - ◆ “Lack of minimum amounts of natural light”
- Does not specifically include commercial properties

# Updated Ordinance

- Chronological - creates a logical process for staff to abide
- Minimum standards are set as current adopted building code; examples include:
  - ◆ “Every dwelling unit and guest room shall be provided with heating facilities capable of maintaining a room temperature of 70 degrees Fahrenheit at a point three feet above the floor in all habitable rooms.”
  - ◆ “Kitchens, halls, bathrooms and toilet compartments may have a ceiling height of not less than seven feet measured to the lowest projection from the ceiling.”
- Includes commercial properties

# Substandard Structures Process

## 1. Identify Substandard Structures Based Upon Minimum Standards



- a. Initial contact with occupant or owner - inspection of property
- b. The Building Official prepares a report and affidavit stating the structural deficiencies, ordinance violations, and sanitation issues observed at the property.
- c. The Building Official makes a recommendation as to whether the structure can be repaired or should be demolished.

## 2. Notice of Public Hearing



- d. The City official issues a notice of public hearing to every known owner, lienholder, or mortgagee of the structure

## 3. Public Hearing



- e. City Council

# Substandard Structures Process

## 4. Determination



- f. City Council determines if structure is substandard and may order owner to repair or demolish property within 30 days. Additional time can be given (up to 90 days) with adoption of specific plan and time schedule for completion of work.

## 5. Appeal



- g. The owner may appeal the decision to District Court within 30 days of Public Hearing

## 6. City Action and Liens



- h. If the owner does not abate a substandard structure within required time frame set by Council, the city may vacate, secure, remove, or demolish the structure or relocate the occupants at its own expense; however, the city may not repair the structure. A primary lien may be placed on the property.

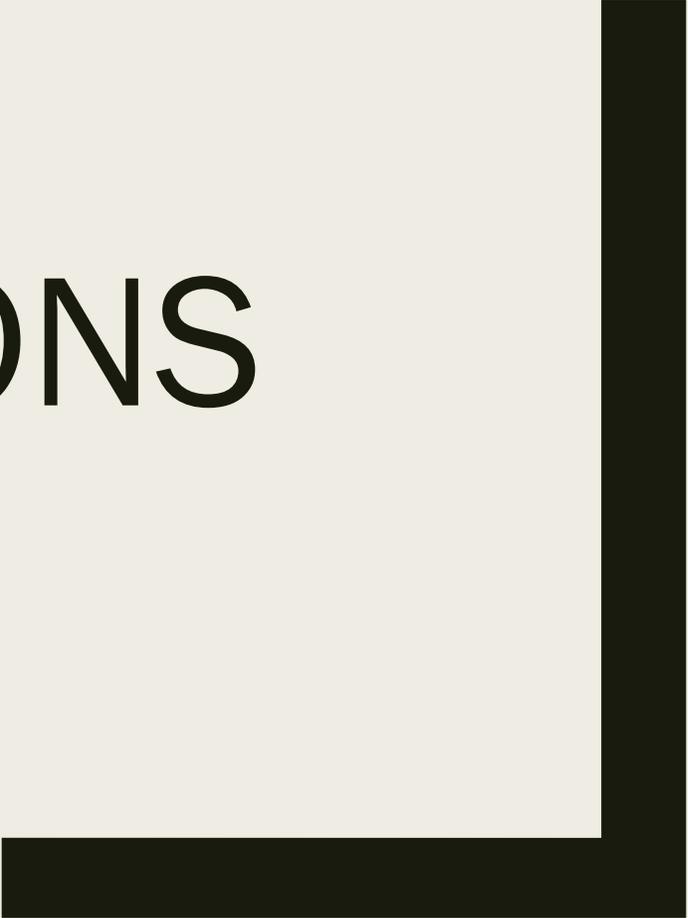
**Thank You!**

**Any Questions?**



# OLD TOWN ZONE REVISIONS

Project Update 5/21/2018



# Master Plan

Market-based focus shown on all development sites

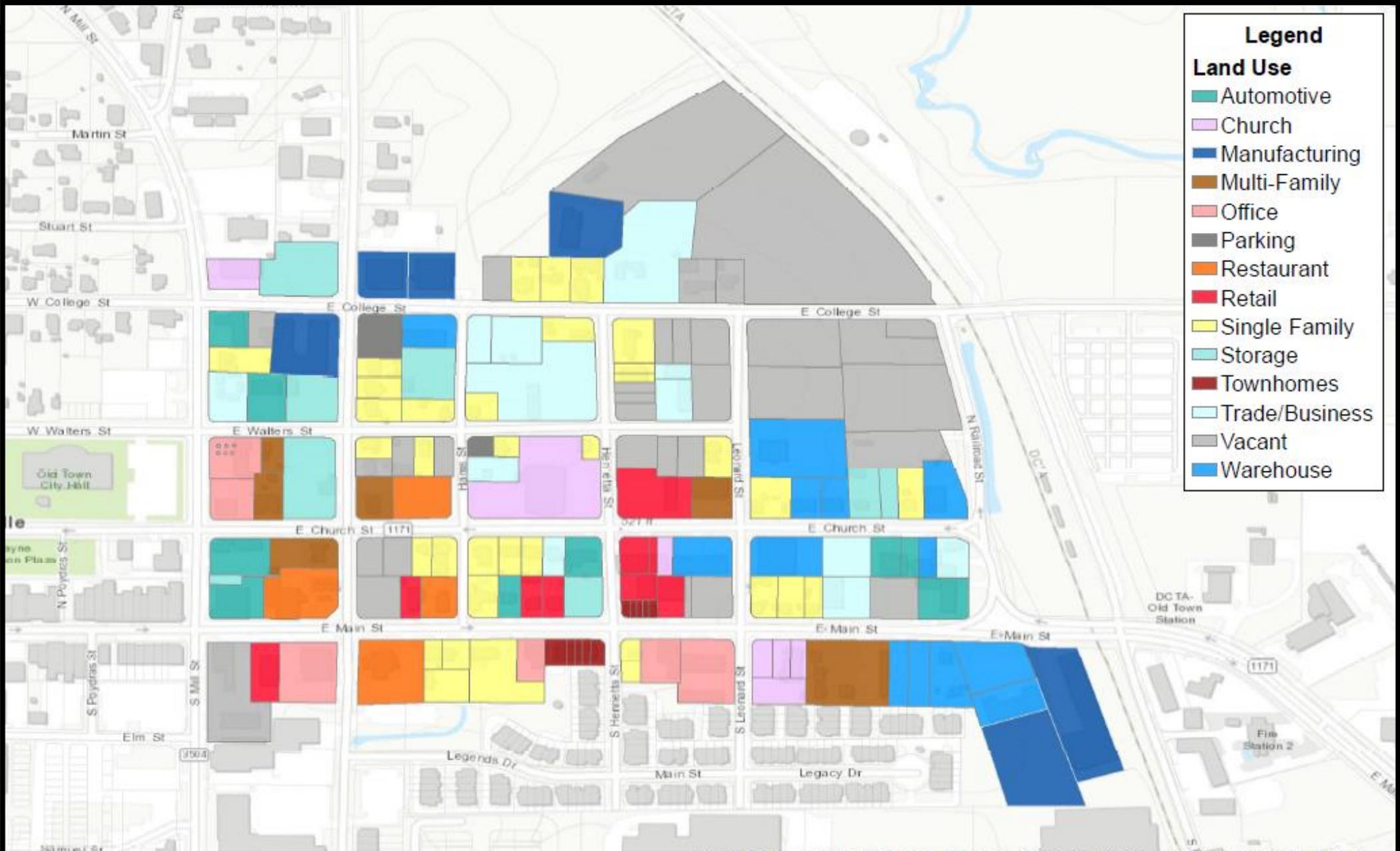
8 developments highlighted as being catalytic:

- Two mixed-use
- Two restaurant
- Two urban apartment
- Two townhome

Emphasizes urbanity:

- East-west connection
- Street block closure
- Street parking
- M/U on Church & Main
- Townhome transition
- Community garden
- Programmatic anchoring:
  - Institutional east of rail station
  - Housing density north of College
  - Restaurant density on Main
  - Townhome and M/U in core



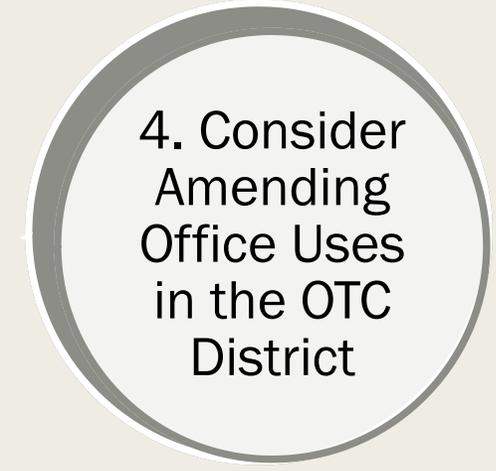
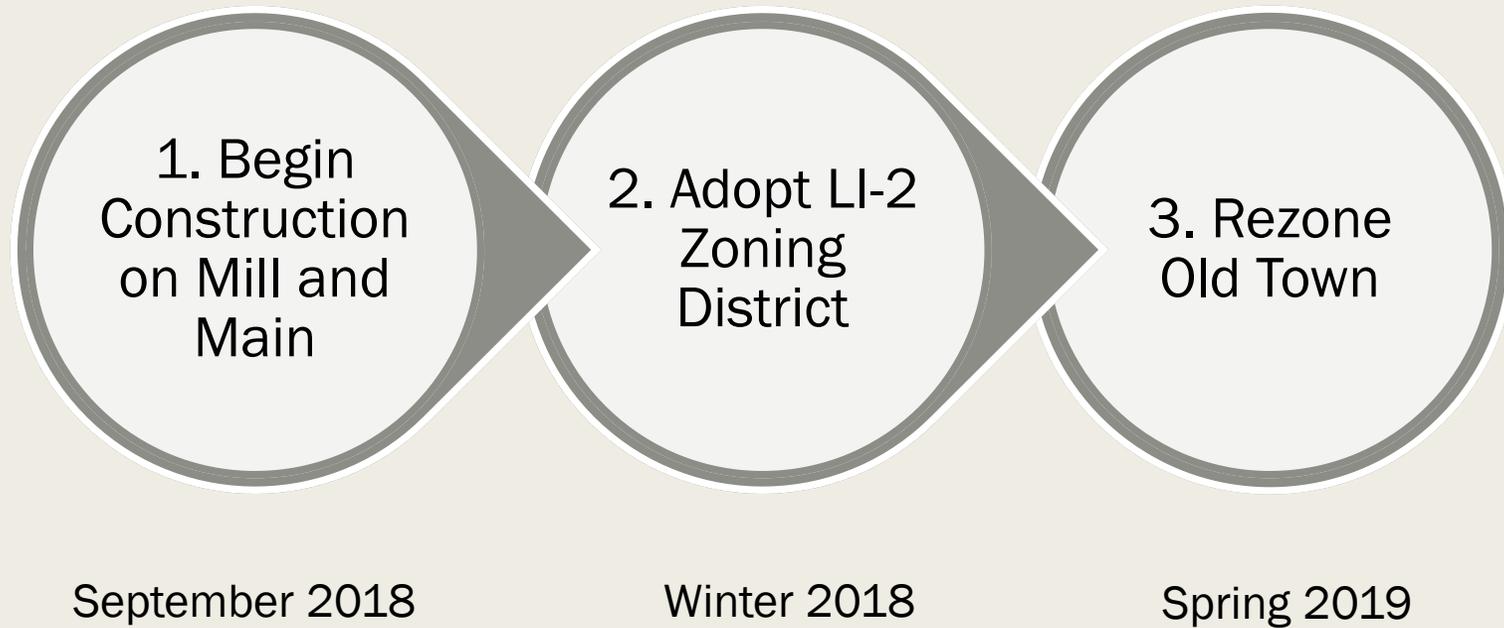


**Legend**

**Land Use**

- Automotive
- Church
- Manufacturing
- Multi-Family
- Office
- Parking
- Restaurant
- Retail
- Single Family
- Storage
- Townhomes
- Trade/Business
- Vacant
- Warehouse

# Process Overview



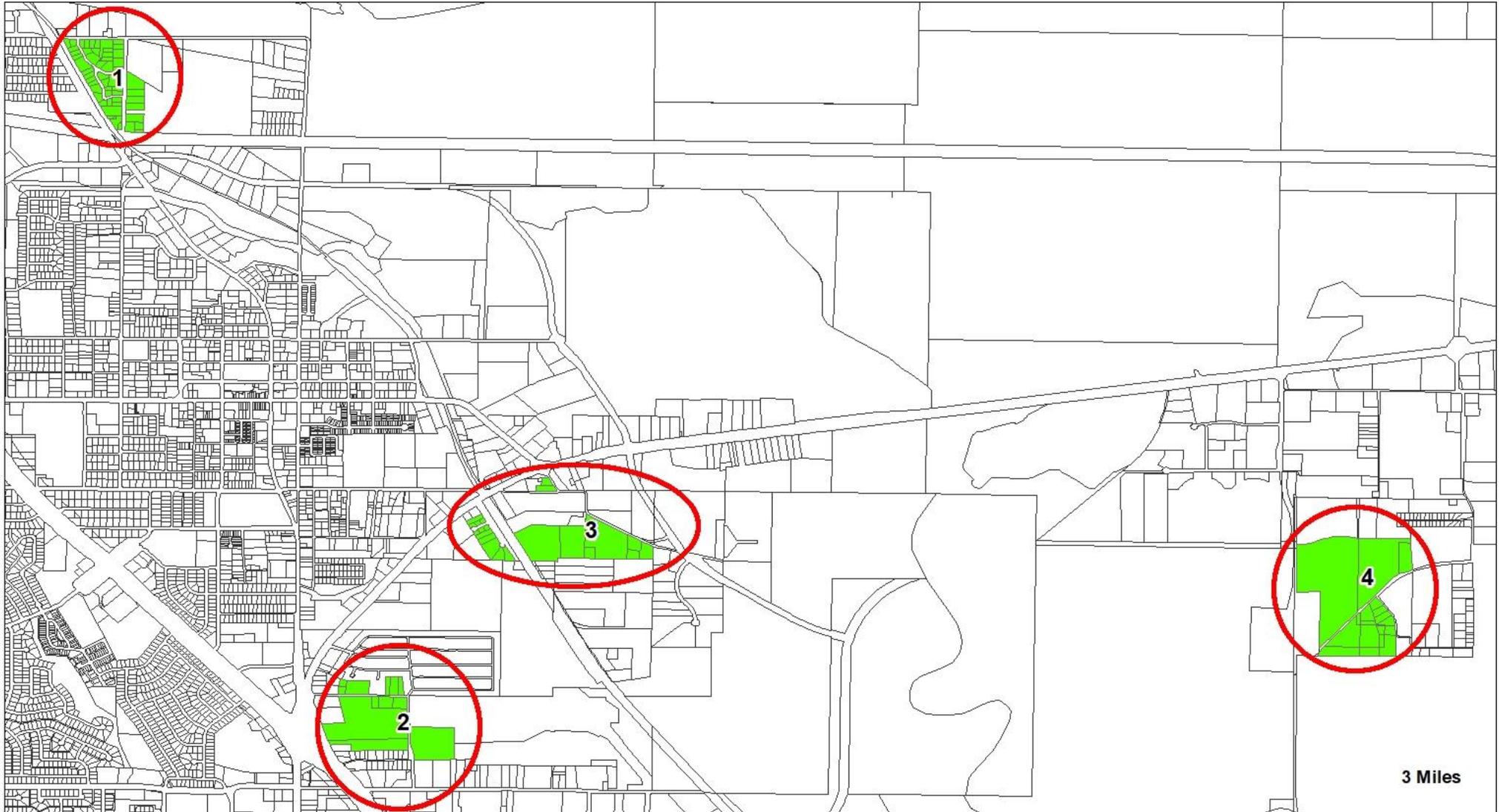
## 2. Adopt LI-2 Zoning District

### LI-2

- New zoning district
- Similar to LI except would allow some automotive repair and sales uses by right

### Intent

- Provide a tool to relocate Old Town automotive business
- Individual request to rezone required, staff would direct applicant to specific areas
- Rezone areas of limited visibility



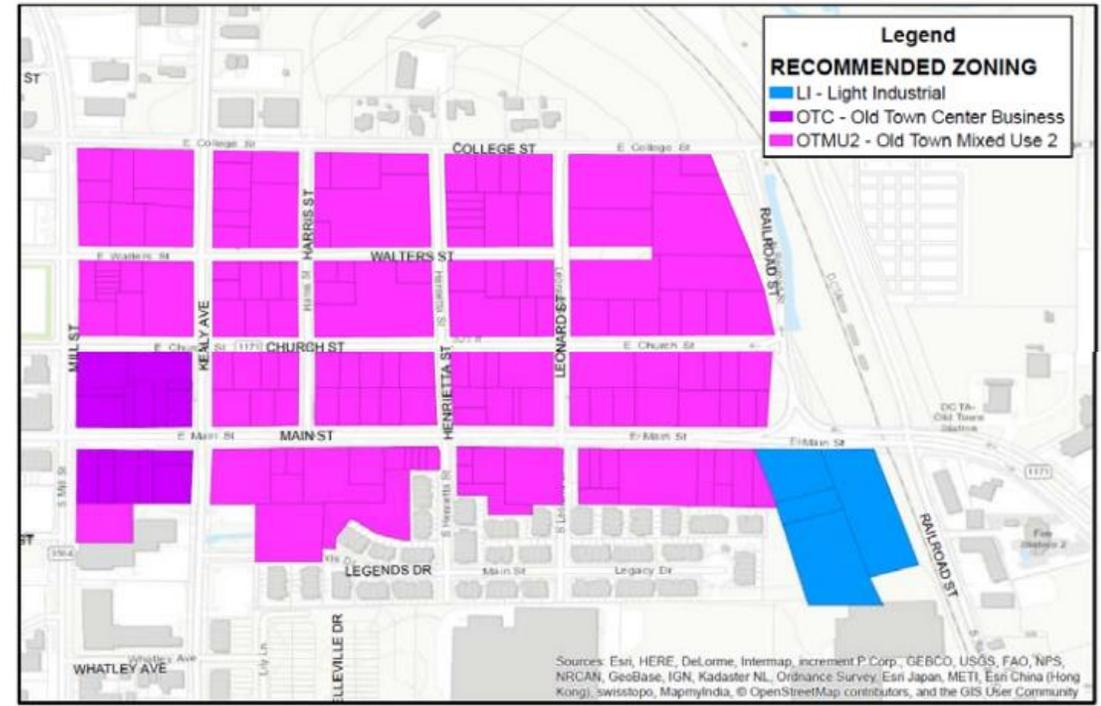
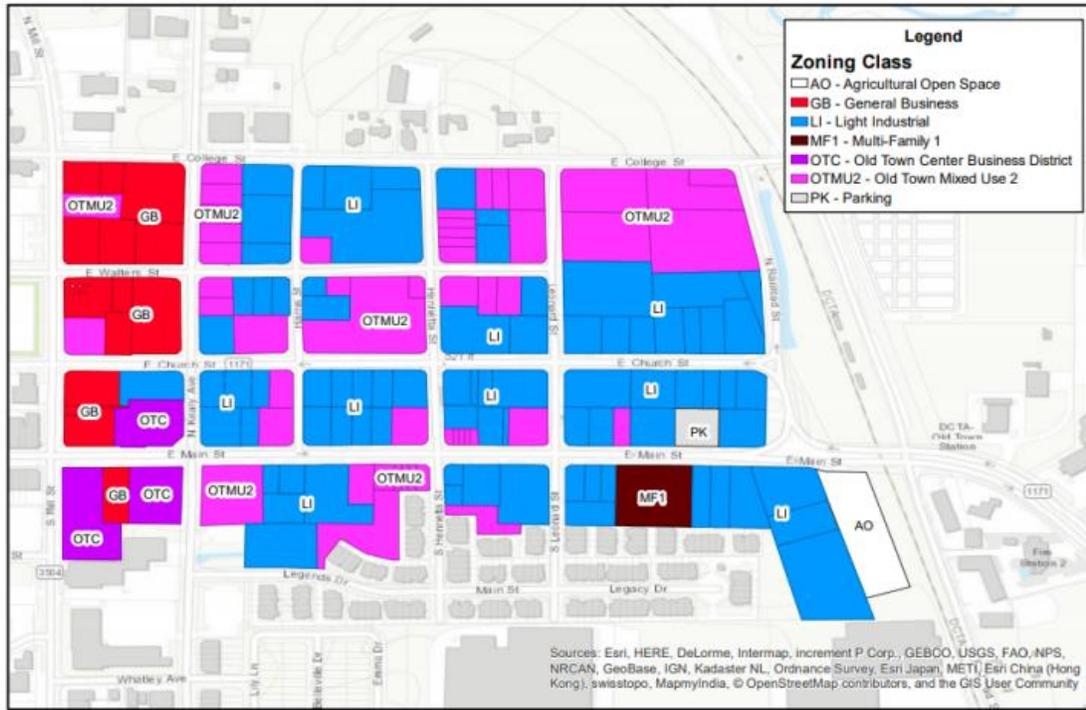
- 1** Off North Cowan Street. Possible with or without frontage on E. Jones Street
- 2** Southeast Quadrant of I-35E and Business 121. No frontage on either.
- 3** E. Main Street and Purnell. No frontage on Business 121 or E. Valley Ridge Blvd.
- 4** Bunker Hill Area

## Potential Automotive Relocation Areas



# 3. Rezone Old Town

In compliance with adopted plans and the Old Town Assessment



### 3. Rezone Old Town

Light Industrial (LI) Uses	Old Town Mixed Use 2 (OTMU2) Uses
Bottling Works	Single-Family, Two-Family and Multi-Family Dwellings, with conditions
Warehouse Distribution	Brewery Distillery or Winery
Auto Related Uses (SUP Required)	Hotels, Motels and Inns
Various Assembly and Manufacture	Retail Establishments
Testing and Research Laboratories	Restaurants
Self-Storage (SUP Required)	Professional Offices
Uses Permitted in GB and LC Zoning	Barber and Beauty Shops

# Process to Rezone Old Town

## Potential Developer Meeting

- Inform Developers of Vision
- Generate Interest in Redevelopment

## Property Owner Meeting

- Explain current legal Non-Conforming Status
- Inform property Owners on Impacts of Changes
- Introduce LI-2 Zoning

## Public Hearings

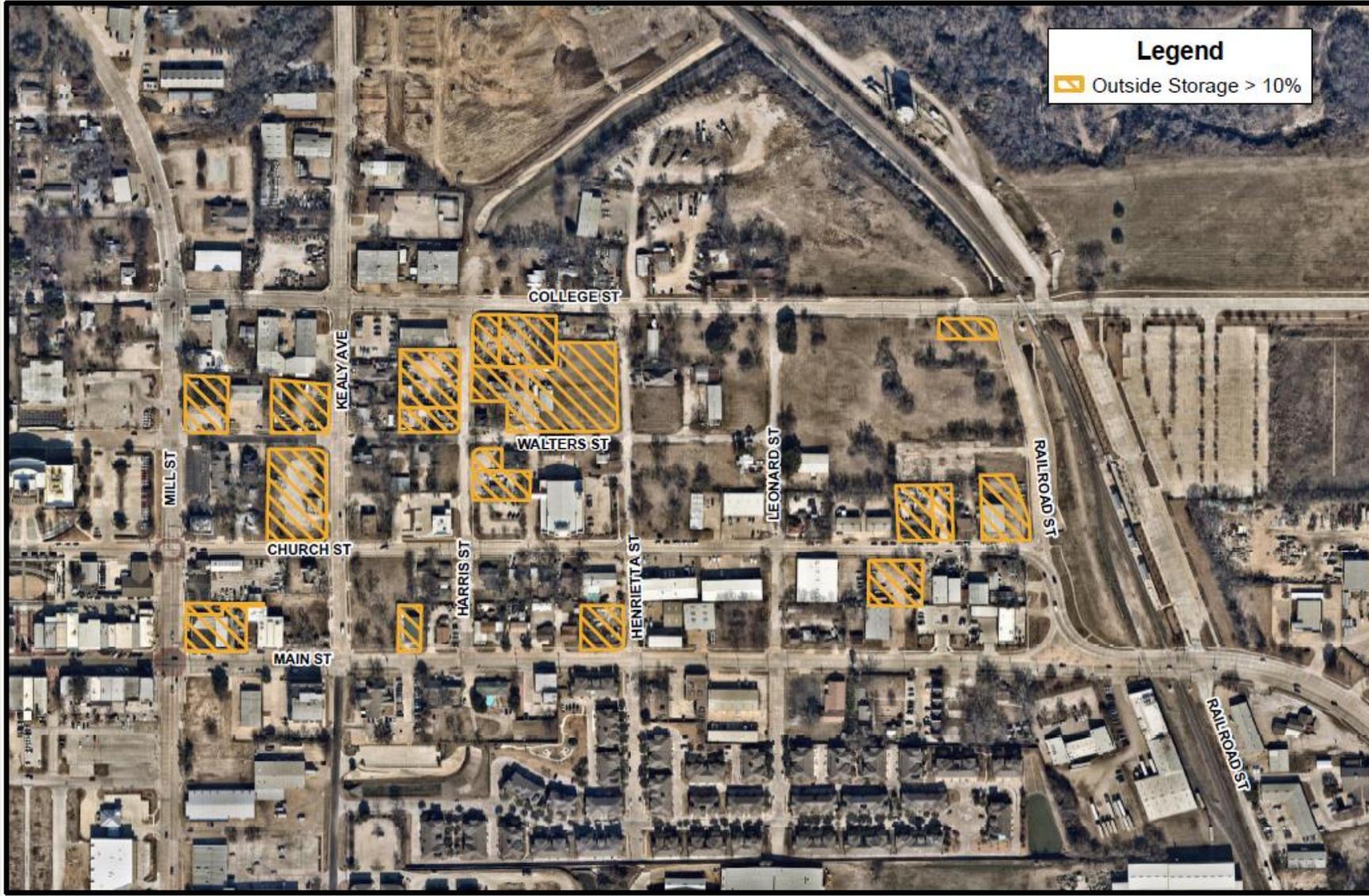
- Planning and Zoning Commission Recommendation
- City Council Approval



## 4. Consider Amortization Ordinance

- Uses with over 10% outdoor storage – more targeted impact to specific properties, fewer impacted.
- 10 years to comply, and process to appeal based on not having amortized investment
- Provide options to relocate from Old Town to areas with appropriate zoning and visibility
- After rezoning is approved so as not to confuse the two initiatives

# Commercial Outdoor Storage



# Process to Adopt Amortization Ordinance

## Property Owner Meetings

- Individual meetings with property owners or business owners to explain process.
- Explain impact to business.
- Address options for relocation, if applicable.

## Planning and Zoning Commission Recommendation

- Planning and Zoning Commission Recommendation
- City Council Approval

## 4. Consider Amending Office Uses in the OTC District

- Discourage Offices uses in Old Town Center (OTC) District.
- Allow offices by right on the second floor or higher of buildings, require an SUP for offices on the first floor.
- Existing office uses become legally non-conforming.

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Richard E. Luedke, Planning Director

**DATE:** May 21, 2018

**SUBJECT:** **PUBLIC HEARING:** Consideration of an Ordinance Granting a Special Use Permit for a Hotel with Rooms Containing a Cooktop or Oven and one Associated Variance Request; on Approximately 2.327 Acres, Legally Described as 5A-1, Block A of the Vista Ridge-35 Addition, Located at the Southeast Corner of Lake Vista Drive and East Vista Ridge Mall Drive and Zoned Light Industrial District (LI); as Requested by Jiger Patel, of Eighty-Twenty Development I GP LLC d/b/a Shreem Capital, on Behalf of Mercantile Lakepointe, LP, the Property Owner (Case No. SUP-2018-04-06).

### **BACKGROUND**

Element Hotel is a proposed development located at the intersection of East Vista Ridge Mall Drive and Lake Vista Drive. The Hotel is proposing 70% of rooms to have cooktops. The special use permit (SUP) regulations adopted in 2013 require an SUP for a hotel with rooms containing a cooktop or oven, in the Light Industrial Zoning District. The Planning and Zoning Commission recommended approval unanimously (7-0) of the requested SUP on April 17, 2018.

### **ANALYSIS**

#### *Site*

The proposed hotel will be a five-story building containing 120 hotel rooms and will front Vista Ridge Mall Drive. Eighty-four of the proposed hotel rooms will contain cooktops. Lewisville's Hotel Ordinance (Ord. No. 4236-12-2015) requires that all hotels include two items from a list of options. As a part of this SUP, Element has chosen to implement all four requirements found on this list. These elements include: enhanced landscaping, a restaurant, a 1,500 square foot meeting space, and an increased height of five stories. The hotel is also including a fitness facility and outdoor pool as amenities for their customers as required by the hotel ordinance.

#### *Elevations*

The proposed Element Hotel is meeting all elevation standards set forth by Lewisville's Hotel Ordinance. These requirements include the use of 80% brick or stone for every elevation. The hotel is using a combination of brick, stone and EIFS to create variation in the building form.

### *Landscaping*

As a part of this SUP the Element Hotel is providing enhanced landscaping with a 30% increase for all landscaping requirements. This enhancement includes planting five additional shade trees for a total of 22; 61 additional screening shrubs for a total of 265; and two additional parking lot trees for a total of 10.

### *Variance*

One variance is requested as a part of this SUP:

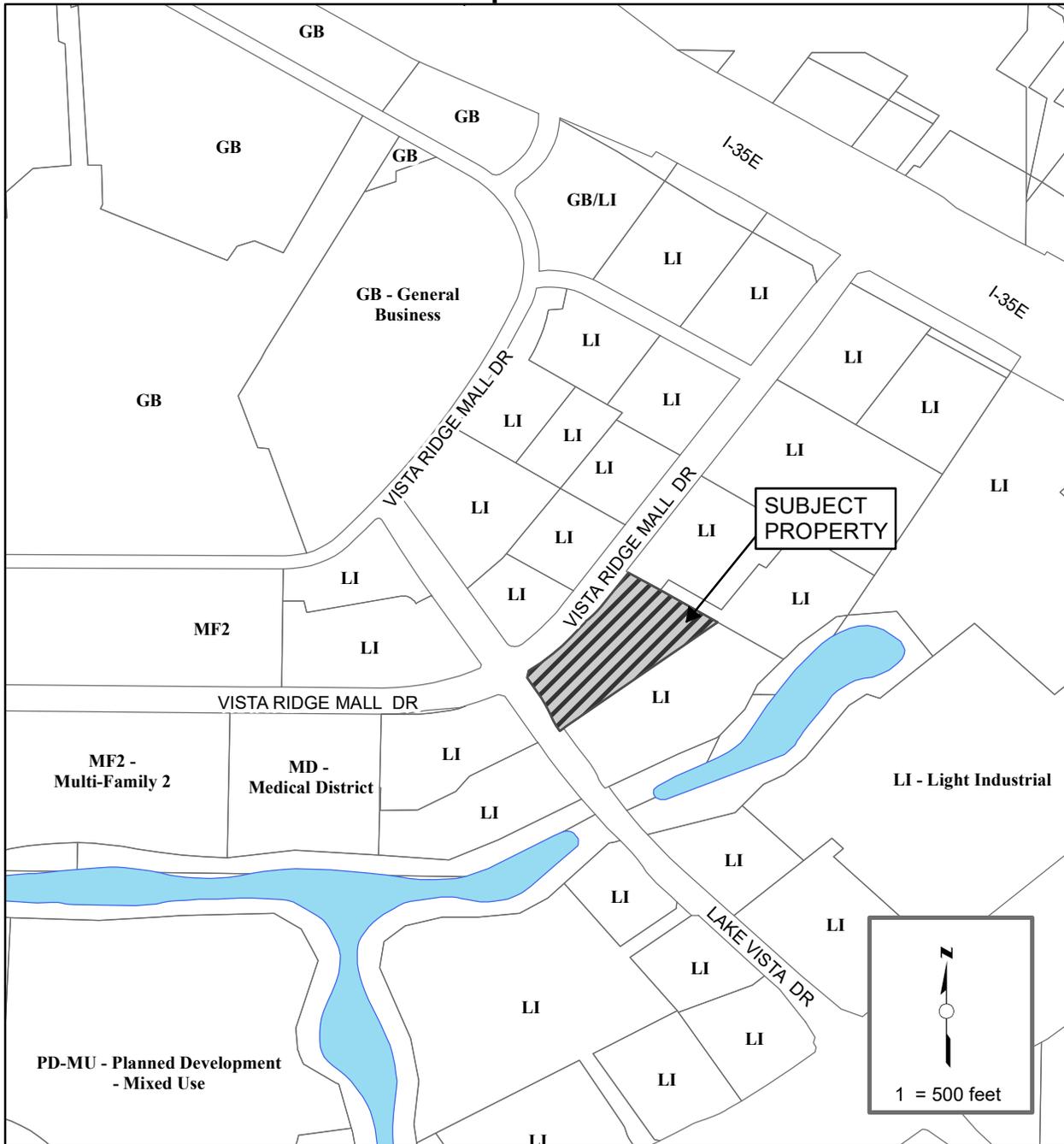
- a. To allow a reduction of the minimum room size to 288 square feet, in lieu of the required 325 square feet, for six rooms.

Section 6-182(b)(1) of the Land Development Regulations (Hotel/motel/extended stay facilities) requires that the minimum guest room or suite size shall be 325 square feet. This variance is requested to provide an option that caters to groups traveling together. Element hotel has two blocks of rooms that can be rented separately or together with a communal space. When connected, the rooms and communal space are accessed privately through a locked door. This allows groups traveling together, such as sports teams, the option to have a private space for the group to gather. To achieve this option, the applicant is requesting that three of the rooms in each of these two blocks be allowed to have an area of 288 square feet, which is less than the 325 square feet requirement. The average area of these rooms, with the addition of the private communal space, would be 444 square feet. Staff has no objection to this variance.

### **RECOMMENDATION**

It is City staff's recommendation that the City Council approve the ordinance and one associated variance request as set forth in the caption above.

# Location Map - Element Hotel



**CASE NO. SUP-2018-04-06**

**PROPERTY OWNER:** MERCANTILE LAKEPOINTE, LP

**APPLICANT NAME:** JIGER PATEL, EIGHTY-TWENTY DEVELOPMENT I GP LLC, D/B/A SHREEM CAPITAL

**PROPERTY LOCATION:** SOUTHEAST CORNER OF LAKE VISTA DRIVE AND EAST VISTA RIDGE MALL DRIVE (2.327-ACRES)

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

**REQUESTED USE:** A SPECIAL USE PERMIT (SUP) FOR A HOTEL WITH ROOMS CONTAINING A COOKTOP OR OVEN

# Aerial Map - Element Hotel



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**APRIL 17, 2018**

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**Item 1:**

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

Staff members present: Michele Berry, Planning Manager; Jonathan Beckham, Planner; Theresa Ernest, Planning Technician.

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**Item 4:**

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

- A. **Public Hearing:** Consideration of a Special Use Permit for a Hotel with Rooms Containing a Cooktop or Oven; on Approximately 2.327 Acres, Legally Described as 5A-1, Block A of the Vista Ridge-35 Addition, Located at the Southeast Corner of Lake Vista Drive and Zoned Light Industrial District (LI); as Requested by Jiger Patel, of Eighty-Twenty Development I GP LLC d/b/a Shreem Capital, on Behalf of Mercantile Lakepointe, LP, the Property Owner. (Case No. SUP-2018-04-06).

Staff gave a brief overview of the proposed special use permit request and recommended approval. The applicant, Jiger Patel, gave a presentation on the Element hotel brand and the proposed hotel development, and was available to answer questions. Member John Lyng asked how the revenue estimate was calculated. Mr. Patel answered that their estimates are based on a 75 to 80% occupancy rate. Chairman Green asked for elaboration regarding the rate for a hotel stay and the common area concept. Mr. Patel provided additional information on the daily rate and explained that the common area was a product in high demand. Member Karen Locke asked for clarification on the restaurant or bar within the hotel and whether the hotel was a Westin brand hotel. Mr. Patel answered that the restaurant would be primarily used internally and will serve breakfast. He also explained that Element is a brand by Marriott, and Westin was acquired by Marriott. Member Alvin Turner asked for the price point of the common area rental and Mr. Patel clarified that it will cost approximately the price per room. Member John Lyng asked if there were other Element hotels in the Dallas-Fort Worth area. Mr. Patel elaborated there aren't many, they're primarily out of state but interest has lead them to north Texas. Chairman Green then opened the public hearing and with no one else coming forward to speak, the public hearing was then closed. A motion was made by William Meredith to recommend approval of the proposed special use permit request. The motion was seconded by Alvin Turner. The motion passed unanimously (7-0). Staff indicated that this item would appear before the City Council on May 21<sup>st</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".

## Sec. 17-29.5 - "SUP" special use permit

- (a) *Purpose.* The special use permit (SUP) provides a means for evaluating land uses identified in this chapter 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 subsection 17-29.5(b)(2);
  - b. A metes 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) An application for an SUP shall be considered to be an amendment to the zoning ordinance, and shall comply with all

provisions of section 17-37 of this Code, except that in no instance shall the provisions of section 17-37 be construed to negate or remove any requirements of this section for an SUP application.

- (4) 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.
- (5) 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.
- (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.)

(Ord. No. 4206-09-2015(Z), § 1, 9-14-15; Ord. No. 4374-05-2017(Z), § 1, 5-1-17)

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



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

**SPECIAL USE PERMIT (SUP)  
APPLICATION**

Owner/s (name): Brian Randolph	
Company Name:	
Mailing Address: 2650 Meacham Blvd, Forth Worth, TX. 76137-4203	
Work #: 817-831-4106	Cell #:
E-Mail:	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization):	Date:
Printed Name:	

Applicant/Agent (name): JIGER PATEL	
Company Name: EIGHTY-TWENTY DEVELOPMENT I GP LLC DBA SHREEM CAPITAL	
Mailing Address: 8718 DRAYTON DRIVE, IRVING, TX 75063	
Work #:	Cell #: 214-546-4622
E-Mail: JIGER@SHREEMCAPITAL.US	
Applicant/Agent Signature 	Date: 04-12-2018
Printed Name: JIGER PATEL	

Current Zoning: Light Industrial District (LI)	Requested Zoning: Hotel with SUP for Kitchenette rooms	Acres: 2.327 acres
Legal Description (Lot/ Block/Tract/Abstract): LOT 5A-1, Block A		
Address/Location: 740 E. Vista Ridge Mall Dr		

Application and Sign Fees:

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

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

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

<b>Amount Due</b> (application & sign fee)	\$ _____
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# Mercantile Partners

April 6, 2018

The City of Lewisville  
Planning Department  
Attn: Theresa Earnest  
121 W Church Street  
Lewisville, Texas 75057

RE: Vista Ridge Lot 5A-1 Block A, Vista Ridge-35 Addition  
Lewisville, Texas

Dear Ms. Earnest,

I, Brian Randolph, acting on behalf of the owner of Vista Ridge Lot 5A-1 Block A, Vista Ridge-35 Addition SEC of Lake Vista and Vista Ridge Mall Drive in Lewisville, TX hereby grant authority to Jigar Patel to represent Hotel Element for proposes of submittal of application for approval of Special Use Permit (SUP) by the City of Lewisville.

Should you have any questions, please let me know.

Sincerely,

Brian Randolph  
President

Mr. Jonathan Beckham  
City of Lewisville  
151 W. Church St.  
Lewisville, TX 75057

**RE: Variance Request for Element by Marriott**

Dear Mr. Beckham,

Shreem Capital owner of the Element by Marriott is submitting this request for the variance as it relates to empty lot located at 740 E. Vista Ridge Mall Dr, also known as LOT 5A-1 Block A.

- A. A. To allow a reduction of minimum room size to 288 square feet, in lieu of required 325 square feet for six rooms.

The City's ordinance calls for all room sizes to be minimum of 325 sq. ft of floor space. The six rooms (King A Common) which are under 325 sq. ft. have a private communal studio -- if the communal studio space is added to the rooms, they would average 444 sq. ft.

This communal studio was specially designed to cater to markets, like Lewisville, which attract family and sport event groups. The communal studio will be connected to adjacent rooms for the group to have a communal social space for meetings and hurdles. The average room size for all rooms combined is 423 sq. ft. For this reason, we are requesting a variance for six rooms to have less than 325 sq. ft. of floor space.

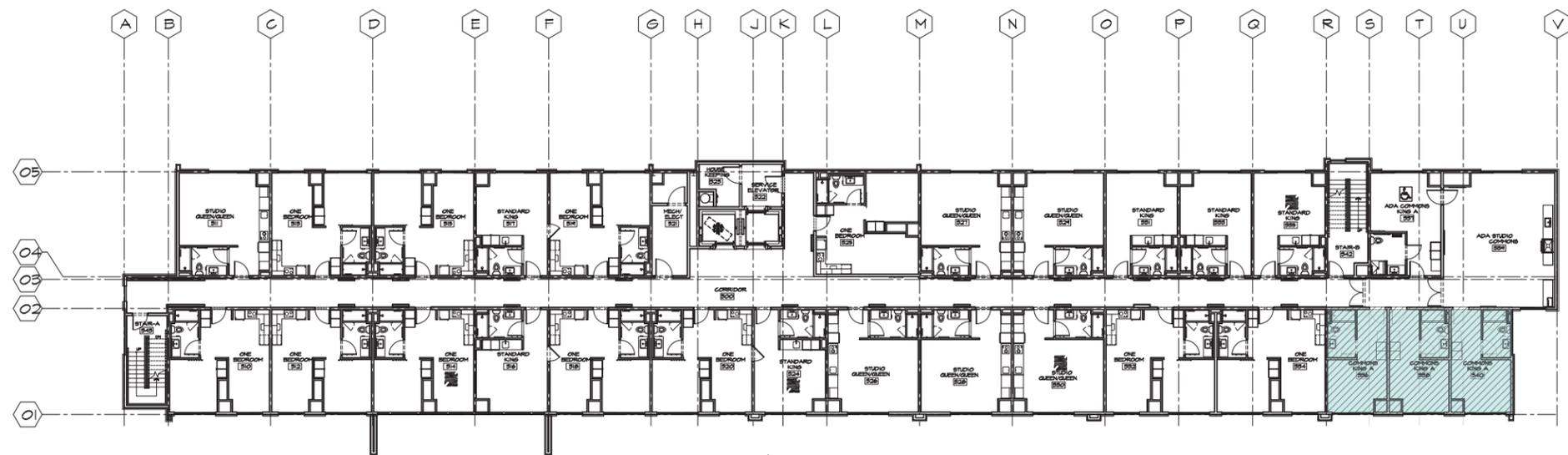
Should you have any questions regarding the content of this letter of request, please feel free to contact me at 214-546-4622 or [jiger@shreemcapital.us](mailto:jiger@shreemcapital.us).

We thank you in advance for the opportunity to submit this variance request and we look forward to presenting our case to the City Council in the coming weeks.

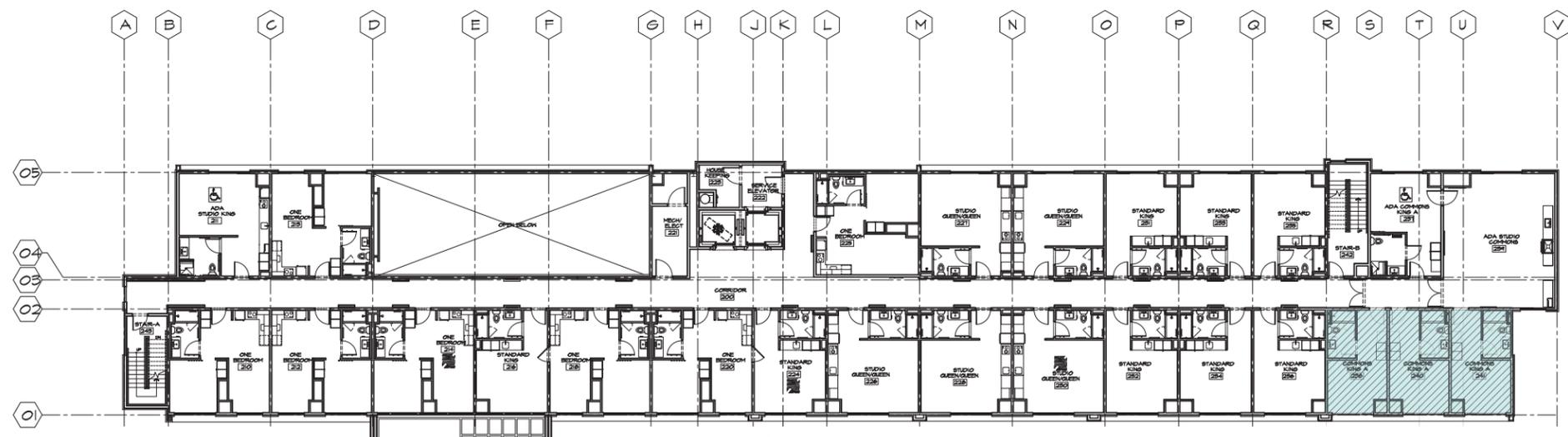
Sincerely,



Jiger Patel  
Managing Director



**THIRD FLOOR PLAN**  
SCALE: 1/16"=1'-0"



**SECOND FLOOR PLAN**  
SCALE: 1/16"=1'-0"

**VARIANCE REQUEST:**  
I. WAIVE THE REQUIREMENT FOR THE ROOMS UNDER 525 S.F. (CITY OF LEWISVILLE STANDARD).

DQ STUDIO	432 X 25 = 10,800 S.F.
H/V DQ STUDIO	432 X 4 = 1,728 S.F.
	12,528 S.F./24 = 432 S.F.
KING STUDIO	436 X 4 = 1,744 S.F.
H/V KING STUDIO	436 X 2 = 872 S.F.
ADA KING STUDIO W/ R.I.S.	439 X 2 = 878 S.F.
ADA KING STUDIO	439 X 5 = 1,311 S.F.
	4,811 S.F./11 = 438 S.F.
KING ROOM	344 X 26 = 9,632 S.F.
H/V KING ROOM	344 X 4 = 1,376 S.F.
	11,008 S.F./32 = 344 S.F.
ONE BEDROOM	471 X 38 = 18,126 S.F.
H/V ONE BEDROOM	471 X 2 = 954 S.F.
	19,080 S.F./40 = 471 S.F.
KING A COMMON	288 + 176 = 464 X 6 = 464 S.F.
ADA KING A COMMON	343 + 176 = 519 X 2 = 519 S.F.
	983 S.F./2 = 492 S.F.
ADA STUDIO COMMON	704 X 2 = 1,408 S.F.
	1,408 S.F./2 = 704 S.F.

**AVERAGE GUEST ROOM SIZES**

DQ STUDIO	432 S.F.
KING STUDIO	438 S.F.
KING ROOM	344 S.F.
ONE BEDROOM	471 S.F.
KING A COMMON	492 S.F.
ADA STUDIO COMMON	704 S.F.

**PUBLIC SPACE AREA TABULATION**

MEETING ROOM	= 1528.0 S.F.
LOUNGE/LOBBY	= 3,063.0 S.F.
FITNESS ROOM	= 876.0 S.F.
GUEST LAUNDRY	= 178.0 S.F.
<b>TOTAL</b>	<b>= 5,645.0 S.F.</b>

**GENERAL NOTES:**

1. COMMENCEMENT OF WORK BY ANY CONTRACTOR OR SUBCONTRACTOR SHALL BE CONSIDERED EVIDENCE THAT HE HAS INSPECTED AND ACCEPTED ALL CONDITIONS INVOLVED IN HIS WORK AND FINDS THEM SATISFACTORY.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS, GRADE, CONDITIONS AND UTILITIES ON JOB SITE PRIOR TO CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO COMMENCING CONSTRUCTION.
3. DIMENSIONS SHALL GOVERN OVER SCALE. IN EVENT OF OMISSION OF NECESSARY DIMENSIONS, CONSULT ARCHITECT.
4. CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION AND SHALL PAY ALL APPLICABLE FEES. CONTRACTOR RESPONSIBLE FOR COMPLYING WITH ALL ACCESSIBILITY REQUIREMENTS.
5. ALL DISCIPLINES ARE TO REFER BACK TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS. NO MEASUREMENTS ARE TO BE SCALED FROM THE DRAWINGS.
6. PRIOR TO THE COMMENCEMENT OF ANY WORK THE CONTRACTOR SHALL ANALYZE THE JOBSITE CONDITIONS, ALL DIMENSIONS, SETBACKS, PROPERTY LIMITS, UTILITY CONDITIONS. IF THE CONTRACTOR OBSERVES ANY ERRORS OR OMISSIONS IN THE CONTRACT DOCUMENTS HE SHALL PROMPTLY NOTIFY THE ARCHITECT FOR CLARIFICATION. IF SUCH WORK PROCEEDS WITHOUT CLARIFICATION IT IS AT THE RISK OF THE CONTRACTOR. ANY CHANGES MADE BY CONTRACTOR PRIOR TO ARCHITECT'S CLARIFICATION SHALL BE AT THE CONTRACTOR'S RISK. THE SETTLEMENT OF ANY COMPLICATIONS OR DISPUTES ARISING FROM THIS SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
7. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES. CONTRACTOR TO NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
8. SUBCONTRACTORS TO FOLLOW PLANS AND INCORPORATE CITY OR STATE REQUIREMENTS BEFORE SUBMITTING BID.
9. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR ELECTRICAL, CABLE, WATER AND GAS UTILITY INSTALLATION.
10. VERIFY SIZE, LOCATIONS AND CHARACTERISTICS OF ALL WORK AND EQUIPMENT TO BE FURNISHED BY OWNER OR OTHERS WITH MANUFACTURER OR SUPPLIER PRIOR TO BEGINNING OF SUCH WORK. ALL EQUIPMENT SHALL BE INSTALLED PER ARCHITECT'S AND MANUFACTURER'S PRINTED INSTRUCTIONS.
11. COORDINATE SPACE REQUIREMENTS AND INSTALLATION OF MECHANICAL AND ELECTRICAL WORK INDICATED ON DRAWINGS. VERIFY SIZE AND LOCATION OF ALL OPENINGS FOR MECHANICAL EQUIPMENT, LOCATION AND SIZES OF EQUIPMENT FOR PADS AND BASES, AND REQUIREMENT AND LOCATION OF POWER AND WATER OR DRAIN INSTALLATION WITH EQUIPMENT MANUFACTURERS BEFORE PROCEEDING WITH WORK.
12. PROVIDE FIRE BLOCKING, FIRE STOPS AND DRAFT STOPS IN FLOORS, WALLS, FLENUMS AND ATTIC AS REQUIRED BY CODE.
13. CABINET SUPPLIER TO FIELD MEASURE AREA OF WORK AFTER ROUGH FRAMING TO ASSURE AN EXACT FIT. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
14. GLAZING IN DOORS, ADJACENT TO DOORS AND CLOSER THAN 18" TO FINISH FLOOR SHALL BE SAFETY TYPE, ACCORDING TO GOVERNING CODES. GLAZING SHALL BE TEMPERED AS REQUIRED BY GOVERNING CODES.
15. GASKET ALL EXTERIOR JOINTS AROUND WINDOWS AND DOOR FRAMES, BETWEEN WALL, CAVITIES AND WINDOW OR DOOR FRAMES, BETWEEN WALL AND FOUNDATION, BETWEEN WALL AND ROOF, BETWEEN WALL AND PANELS AND ALL PENETRATIONS OR UTILITIES THROUGH WALLS AND ROOFS AND BETWEEN ALL DISSIMILAR MATERIALS.
16. CONTRACTOR SHALL PROVIDE ALL WORK NECESSARY TO COMPLETE A WEATHER TIGHT, FINISHED PRODUCT.
17. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT THE PUBLIC AND ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION. ALL TREES TO BE PROTECTED FROM DAMAGE, WHERE APPLICABLE.
18. PARKING AND DRIVE AREAS TO BE PAVED WITH CONCRETE CURBS AND GUTTERS AS NOTED ON PLANS. ALL OTHER PAVING AS NOTED.
19. ALL PARKING SPACES TO BE THE SIZE AS NOTED ON THE DRAWINGS. REFER CIVIL PLAN.
20. ALL SIDEWALKS TO BE 4" THICK CONCRETE. REFER CIVIL PLANS.
21. REFER CIVIL PLANS FOR PARKING LOT STRIPING.
22. ALL LANDSCAPE MATERIALS SHALL BE INSTALLED ACCORDING TO AMERICAN ASSOCIATION OF NURSERYMEN (AAN) STANDARDS.
23. REFER TO CIVIL ENGINEERING BY OTHERS FOR ALL FINISH GRADES, MAINTAIN MINIMUM 4" VERTICAL DISTANCE BETWEEN FINISH FLOOR AND ADJACENT GRADES. SLOPE MIN. 5% FOR FIRST 10' AWAY FROM BUILDING TOWARDS APPROVED DRAINAGE FACILITIES.
24. FIRE DEPARTMENT ACCESS AND WATER TO SITE SHALL BE MAINTAINED DURING CONSTRUCTION.
25. LAMINATED BEAM OR STEEL BEAM MANUFACTURER SHALL SUPPLY STAMPED, ENGINEERED PLANS AND DETAILS FOR ALL BEAM DESIGN. COPIES OF SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL BEFORE CONSTRUCTION BEGINS.
26. KITCHEN EQUIPMENT IS TO BE SUPPLIED BY THE OWNER AND INSTALLED BY THE CONTRACTOR.
27. ALL SEATING AND FURNITURE TO BE SUPPLIED BY THE OWNER AND INSTALLED BY THE CONTRACTOR.
28. ANY CHANGE IN PLANS OR SPECIFICATIONS MUST BE APPROVED BY THE OWNER IN WRITING BEFORE WORK BEGINS.
29. ARCHITECT IS NOT LIABLE FOR ANY CHANGES MADE DURING CONSTRUCTION TO THE DESIGNS CONTAINED WITHIN THESE PLANS. ANY DESIGN CHANGES SHOULD BE APPROVED BY ARCHITECT PRIOR TO BEING MADE.

**LAUNDRY CHUTE NOTES:**

1. LAUNDRY CHUTES SHALL BE EQUIPPED WITH SELF-CLOSING AND SELF-LATCHING DOORS. ACCESS TO CHUTE MUST BE SECURED. THE CHUTE SHALL BE PROTECTED WITH AN AUTOMATIC SPRINKLER HEAD.
- GUEST ROOM NOTES:**
1. ROOM NUMBERS SHALL BE LOCATED ON THE WALL NEAR LATCH AND SHALL BE POSITIONED 60" ABOVE THE FINISHED FLOOR TO THE CENTER LINE OF THE SIGN. ROOM NUMBERING SHALL BE IN SEQUENTIAL ORDER.
  2. WALL PARTITIONS SHALL PROVIDE AN STC 50 (48dB) BETWEEN GUESTROOMS AND ADJACENT SPACES. FLOORS SHALL PROVIDE STC 50 (48 dB) AND 55 IIC. (IMPACT INSULATION CLASS).
- COORDINATE FF # E SELECTION WITH OWNER

**FLOOR KEY**

	DQ STUDIO	KING ROOM	KING STUDIO	ONE BED-ROOM	H/V DQ STUDIO	H/V KING ROOM	H/V KING STUDIO	H/V ONE BED-ROOM	ADA KING STUDIO W/ R.I.S.	ADA KING STUDIO	ADA KING A COMMON	KING A COMMON	TOTAL NO. OF ROOMS	BUILDING FLOOR AREA (SQ. FT.)
FIRST	3	5	1		1	1	1		1	1	343 S.F.	288 S.F.	14	18,301.0 S.F.
SECOND	4	7		6	1	1			1	1	343 S.F.	288 S.F.	25	15,312.0 S.F.
THIRD	5	4		10	1	2			1	1	343 S.F.	288 S.F.	27	15,312.0 S.F.
FOURTH	6	6	1	11	1				1		343 S.F.	288 S.F.	27	15,312.0 S.F.
FIFTH	7	6	2	11							343 S.F.	288 S.F.	27	15,312.0 S.F.
<b>TOTAL</b>	<b>25</b>	<b>28</b>	<b>4</b>	<b>38</b>	<b>4</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>6</b>	<b>120</b>	<b>79,549.0 S.F.</b>

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

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR A HOTEL WITH ROOMS CONTAINING A COOKTOP OR OVEN, ON APPROXIMATELY 2.327 ACRES, LEGALLY DESCRIBED AS LOT 5A-1, BLOCK A, VISTA RIDGE-35 ADDITION, LOCATED AT THE SOUTHEAST CORNER OF LAKE VISTA DRIVE AND EAST VISTA RIDGE MALL DRIVE AND ZONED LIGHT INDUSTRIAL DISTRICT (LI); PROVIDING FOR A REPEALER, SEVERABILITY, PENALTY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, applications were made requesting approval of a Special Use Permit for a hotel with rooms containing a cooktop or oven 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 2.327-acre tract, 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 for a hotel with rooms containing a cooktop or oven 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, building elevations, and landscape plan, attached hereto as Exhibit "B"; and
2. in accordance with all federal, state, and local laws and regulations.

**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 21ST DAY OF MAY, 2018.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Exhibit A  
Property Description

Exhibit B  
Narrative  
Development Plan  
Building Elevations  
Landscape Plan



# Exhibit B

## Narrative

### Element Hotel by Marriott Lewisville, TX

Element Hotels offers the essentials of balanced travel for today's standard and longer-stay traveler who does not want to compromise on comfort and design. Element Hotels is grounded in smart, environmentally friendly thinking, from its products, services and programs to its physical spaces with flowing, multipurpose areas that maximize space. Its vibrant, optimistic energy is contagious and has developers signing on and guests eagerly approving with soaring satisfaction scores.

Element Hotel Lewisville will be 120 rooms Marriott branded hotel. The hotel will have meeting space(1524sqft), a swimming pool(1616.5sqft), a fitness center(870sqft), and a bar with 30 seats. 95% of rooms are over 325 sq. ft.; The six rooms (King A Common) which are under 325 sq. ft. have a private communal studio -- if the communal studio space is added to the rooms, they would average 444 sq. ft. SUP permit is requested due to the room suites containing a stove top. As part of this SUP submittal, we are meeting all four of other requirements in terms of enhanced landscaping, 5-story building, above 1500 sq. ft. meeting space and a Bar.

### **Variance Request**

Allow six rooms under 325 sq. ft. The average room size of all 120 rooms is 423 sq. ft.

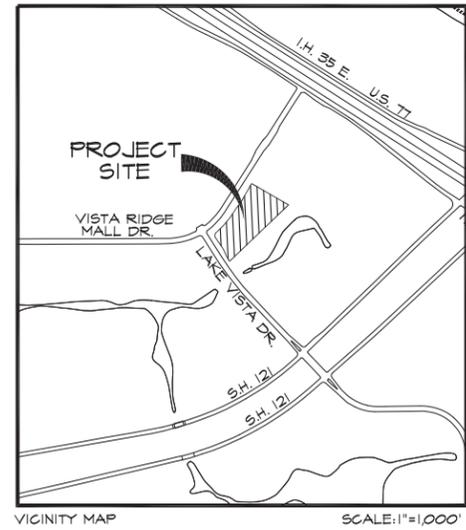
# Development Plan

### OUTDOOR RECEPTACLE SCREENING AND PLACEMENT:

1. OUTDOOR RECEPTACLES SHALL BE SCREENED ON 3 SIDES WITH A MINIMUM SIX (6) FOOT MASONRY SCREENING WALL CONSISTENT WITH THE BUILDING MATERIAL OF THE PRIMARY BUILDING(S). THE SERVICE OPENING SHALL NOT DIRECTLY FACE A PUBLIC STREET OR ROW UNLESS APPROVED BY THE DIRECTOR OF NEIGHBORHOOD SERVICES DUE TO THE SITE CONFIGURATION THAT MAY NOT ALLOW SUCH DESIGN. THE RECEPTACLE SHALL BE LOCATED IN A CONCRETE OR ASPHALT SURFACE.
2. OUTDOOR RECEPTACLES SHALL BE LOCATED BEHIND THE PRIMARY BUILDING FRONT FACADE(S).
3. OUTDOOR RECEPTACLE SHALL NOT BE LOCATED WITHIN ANY UTILITY EASEMENTS, FIRE LANES, PUBLIC ROW OR EASEMENT, REQUIRED PARKING OR LOADING SPACES, MANEUVERING LANES, ACCESS EASEMENT OR LANDSCAPE AREAS.

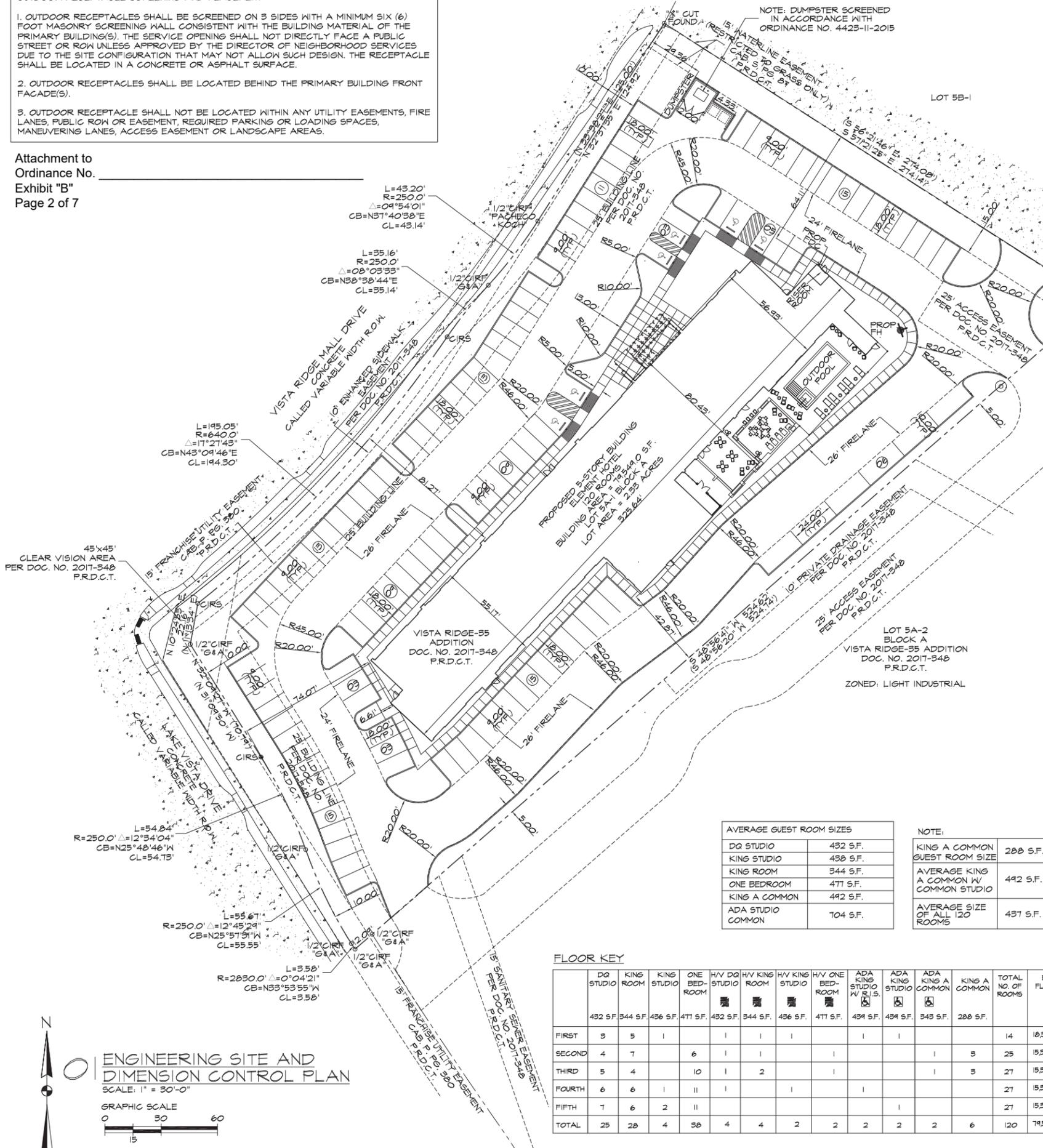
Attachment to  
Ordinance No. \_\_\_\_\_  
Exhibit "B"  
Page 2 of 7

MEETS AND BOUNDS DESCRIPTION  
BEING 2.33 ACRES OF LAND OUT OF THE T.B. GARVIN SURVEY, ABSTRACT NUMBER 466 AND THE T.B. GARVIN SURVEY, ABSTRACT NUMBER 506, IN THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS.  
A PROPERTY LINE IN THE SOUTH EAST CORNER OF THE INTERSECTION OF LAKE VISTA DRIVE AND VISTA RIDGE MALL DRIVE IN THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ON DECEMBER 8, 2017. BEING LOT 54-1, BLOCK A, OF VISTA RIDGE-35 ADDITION, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2017-348, PLAT RECORDS, DENTON COUNTY, TEXAS.



PROJECT STATUS:  
PRELIMINARY  
PROJECT MANAGER:  
DBR  
DESIGN MANAGER:  
RCM  
PROJECT DATE:  
122817  
REVISION DATE:  
040418

OWNER:  
**SHREEM CAPITAL**  
222 LAS COLINAS BLVD STE 755  
IRVING, TX 75038  
214-415-4367



### HOTEL MANDATORY, MISCELLANEOUS & OTHER REQUIREMENTS TABLE:

MANDATORY REQUIREMENTS:	REQUIRED	PROVIDED
MINIMUM GUEST ROOM SIZE	325 S.F.	REFER AVE. GUEST ROOM SIZES TABLE BELOW
GUEST ROOM ACCESS	ALL GUEST ROOM SHALL BE ACCESSIBLE FROM A COMMON INTERIOR CORRIDOR	ALL GUEST ROOMS ARE ACCESSIBLE FROM COMMON INTERIOR CORRIDOR
ON-SITE STAFFING AND HOUSEKEEPING	AT LEAST ONE STAFF MEMBER SHALL BE AVAILABLE ON-SITE TWENTY-FOUR (24) HOURS A SEVEN DAYS A WEEK. DAILY HOUSEKEEPING SERVICE IS REQUIRED.	AT LEAST ONE STAFF MEMBER SHALL BE AVAILABLE ON-SITE TWENTY-FOUR (24) HOURS A SEVEN DAYS A WEEK.
FURNISHED ROOMS	ALL GUEST ROOMS MUST BE FULLY FURNISHED. MIN. FURNISHING INCLUDE BED, DRESSER DRAWER, NIGHT STAND AND TELEVISION.	FULLY FURNISHED WITH BED, DRESSER DRAWER AND TELEVISION
NUMBER OF GUEST ROOMS	MIN. OF 120 GUEST ROOMS	120 GUEST ROOMS
HEIGHT	MIN. OF 4-STORIES	5 STORY
<b>ENHANCED ARCHITECTURAL STANDARDS</b>		
A. FACADE FINISH	80% BRICK OR STONE VENEER OR A COMBINATION EQUAL TO 80%. EXTERIOR INSULATED FINISHING SYSTEM (EIFS) IS NOT PERMITTED BELOW 9 FEET FROM FINISHED GRADE.	80% COMBINATION OF BRICK AND STONE VENEER. REFER AS10 & AS11 FOR DETAILS
<b>B. ELEVATION AND FACADE ARTICULATION</b>		
	VARIATION IN BUILDING FORM SUCH AS RECESSES PROJECTIONS	REFER AS10 & AS11 FOR DETAILS
	VERTICAL ACCENTS OR FOCAL POINTS	REFER AS10 & AS11 FOR DETAILS
	CHANGE IN MATERIAL AND TEXTURE	REFER AS10 & AS11 FOR DETAILS
	EMPHASIS ON BUILDING ENTRY THROUGH FORM, DETAIL, COLOR OR MATERIALS	REFER AS10 & AS11 FOR DETAILS
	RECESSED WINDOW MINIMUM OF 3 INCHES	REFER AS10 & AS11 FOR DETAILS
	PROJECTING WINDOW SILLS	REFER AS10 & AS11 FOR DETAILS
	PROJECTING CORNICES, ROOFS	REFER AS10 & AS11 FOR DETAILS
<b>C. BUILDING FORM</b>		
	UNIFORM LEVEL OF QUALITY ON ALL SIDES OF THE BUILDING AND INCORPORATE SIMILAR FEATURES AS THE FRONT FACADE.	REFER AS10 & AS11 FOR DETAILS
<b>MISCELLANEOUS</b>		
A. FITNESS FACILITY	MIN. 400 S.F.	875.80 S.F.
B. INDOOR/OUTDOOR POOL	MIN. 1,000 S.F.	1,700.50 S.F.
<b>OTHER REQUIREMENTS</b>		
ENHANCED LANDSCAPING STANDARDS	ADDITIONAL 30% OF REQUIRED LANDSCAPING	REFER LI FOR TABULATION
MEETING SPACE	1,500 S.F.	1,520 S.F.
RESTAURANT/BAR	MINIMUM SEATING CAPACITY OF 50	50 SEATS
HEIGHT	INCREASE MIN. HEIGHT TO 5 OR MORE STORIES	5 STORY

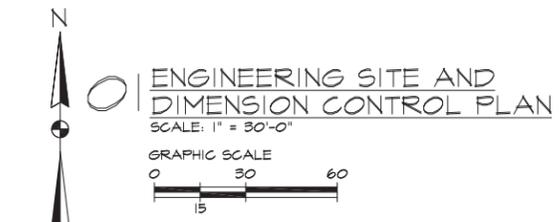
DQ STUDIO	432 S.F.
KING STUDIO	438 S.F.
KING ROOM	344 S.F.
ONE BEDROOM	471 S.F.
KING A COMMON	442 S.F.
ADA STUDIO COMMON	704 S.F.

NOTE:  
KING A COMMON GUEST ROOM SIZE 288 S.F.  
AVERAGE KING A COMMON W/ COMMON STUDIO 442 S.F.  
AVERAGE SIZE OF ALL 120 ROOMS 437 S.F.

	DQ STUDIO	KING ROOM	KING STUDIO	ONE BED-ROOM	H/V DQ STUDIO	H/V KING ROOM	H/V KING STUDIO	H/V ONE BED-ROOM	ADA KING STUDIO W/ R.I.S.	ADA KING A COMMON	KING A COMMON	TOTAL NO. OF ROOMS	BUILDING FLOOR AREA (SQ. FT.)
FIRST	3	5	1									14	18,301.0 S.F.
SECOND	4	7	6								3	25	15,312.0 S.F.
THIRD	5	4	10			2					1	5	15,312.0 S.F.
FOURTH	6	6	1	11								27	15,312.0 S.F.
FIFTH	7	6	2	11								27	15,312.0 S.F.
TOTAL	25	28	4	38	4	4	2	2	2	2	6	120	74,544.0 S.F.

	PROPOSED 5 STORY HOTEL
LOT AREA	2.33 ACRES
BLDG. AREA	77,825.0 S.F.
PARKING REQUIRED	120 ROOMS X (1 SPACE/2 SLEEPING ROOMS) = 60 SPACES + 8,735.94 S.F. X (1 SPACE/200 S.F. COMMERCIAL FLOOR AREA) = 44 SPACES TOTAL = 104 SPACES
PARKING FURNISHED	120 SPACES
HC PARKING REQUIRED	5 SPACES (1 VAN)
HC PARKING PROVIDED	6 SPACES (2 VANS)

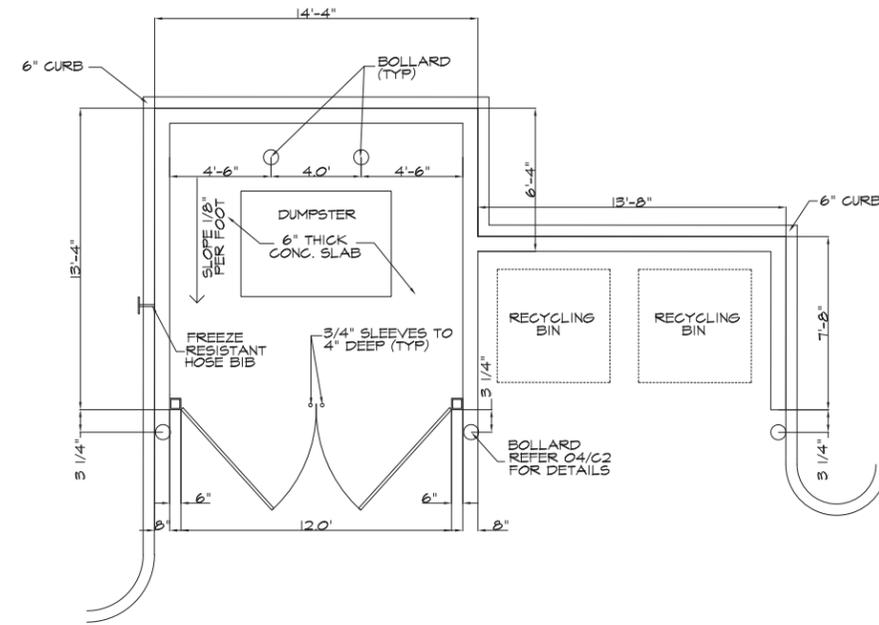
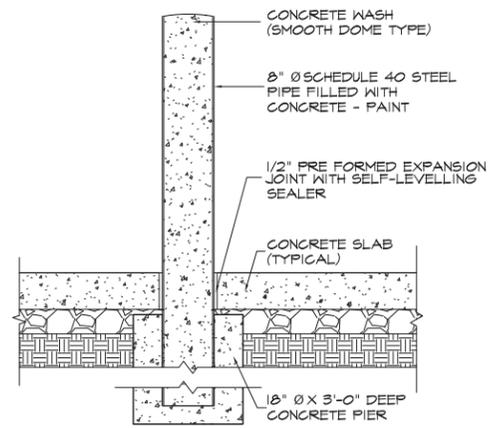
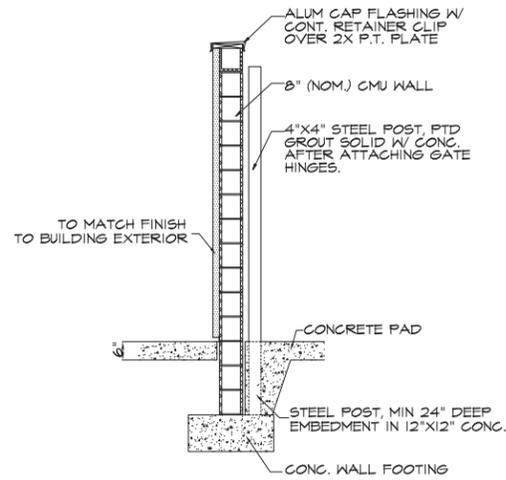
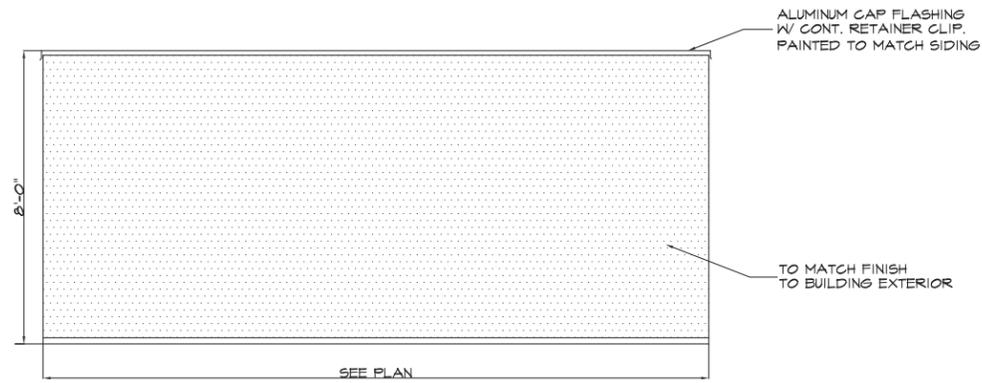
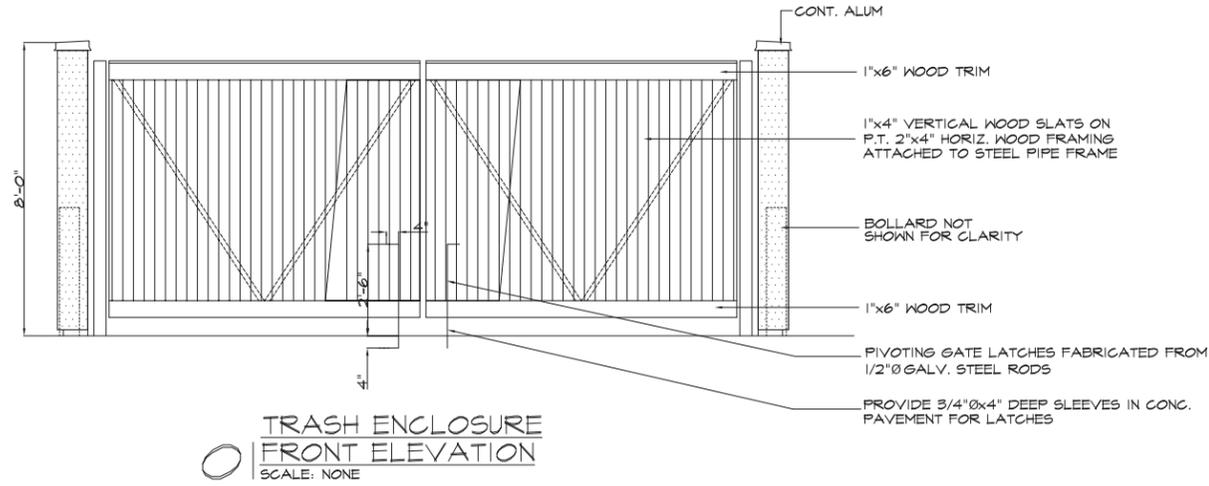
DEVELOPMENT PLAN FOR  
ELEMENT HOTEL LEWISVILLE  
VISTA RIDGE-35 ADDITION  
LOT 5A-1, BLOCK A  
2.33 ACRES  
LIGHT INDUSTRIAL



design  
element  
LAKE VISTA DR. & VISTA RIDGE MALL DR. - NEAR S.H. 121  
LEWISVILLE, TEXAS

DESIGN MANAGER:  
**ADR-DESIGNS-LLC**  
TOTAL DESIGN MANAGERS  
601 SADDLE HILL DRIVE, GRAND PRAIRIE, TX 75050  
PH: 972-262-1333 | FAX: 214-727-2987  
E-Mail: adrdesigns@adrdesigns.com

JOB NUMBER:  
**C1**  
SHEET NUMBER



PROJECT STATUS:  
PRELIMINARY  
PROJECT MANAGER:  
DBR  
DESIGN MANAGER:  
RCM  
PROJECT DATE:  
122817  
REVISION DATE:  
032318

OWNER:  
**SHREEM CAPITAL**  
222 LAS COLINAS BLVD STE 755  
IRVING, TX 75038  
214-415-4367

**element**  
BY Architecture  
LAKE VISTA DR. & VISTA RIDGE  
MALL DR. - NEAR S.H. 121  
LEWISVILLE, TEXAS

DESIGN MANAGER:  
**ADR-DESIGNS-LLC**  
TOTAL DESIGN MANAGERS  
601 SADDLE HILL DRIVE, GRAND PRAIRIE, TX 75050  
PH: 972-262-1333 FAX: 214-272-2987  
E-Mail: [adrdesigns@adrdesigns.com](mailto:adrdesigns@adrdesigns.com)  
FOR: JOHN C. SARGENT

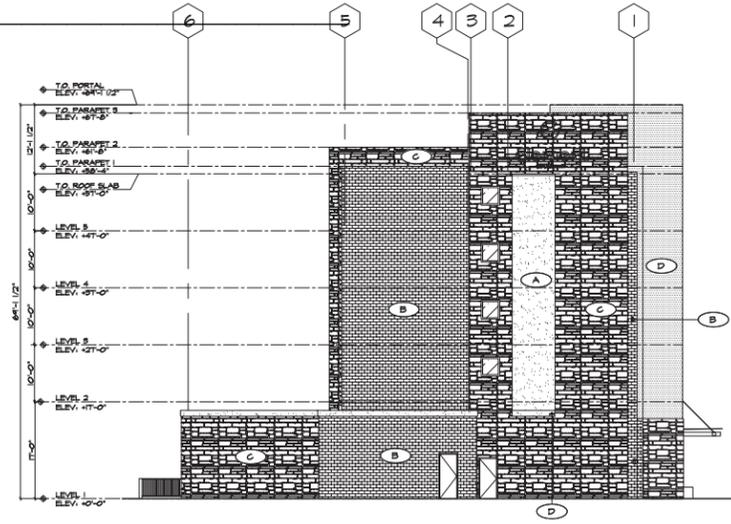
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SHEET NUMBER

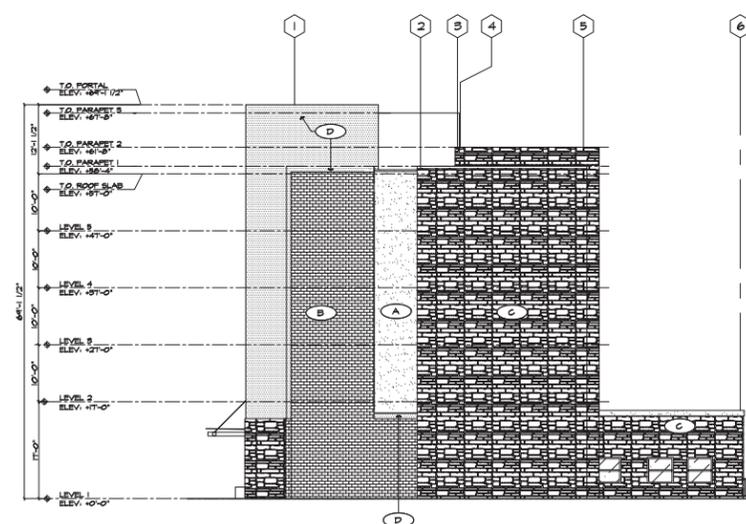
**C2**

# Building Elevations





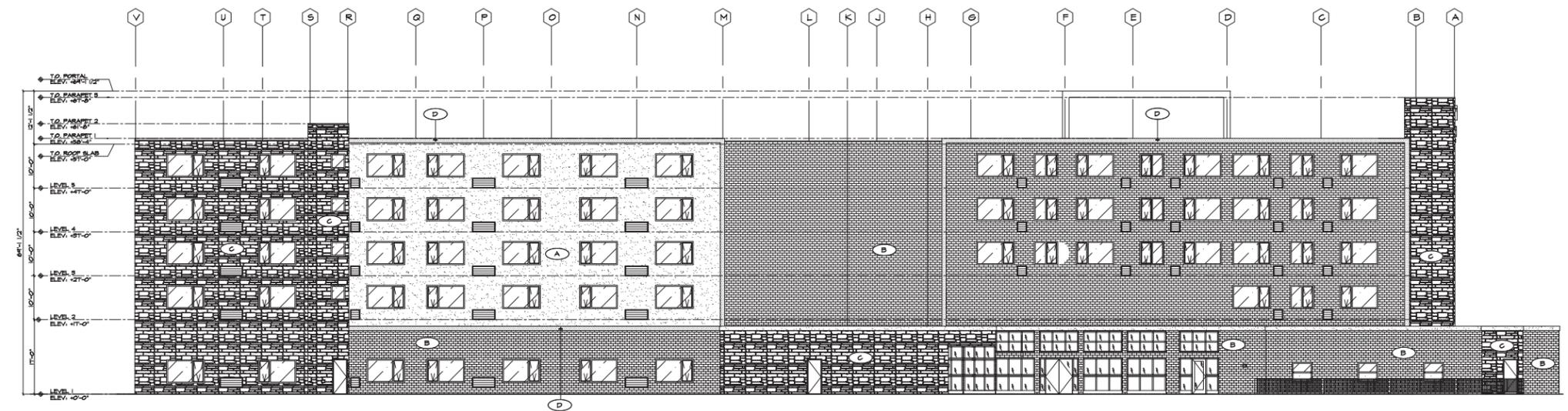
LEFT ELEVATION  
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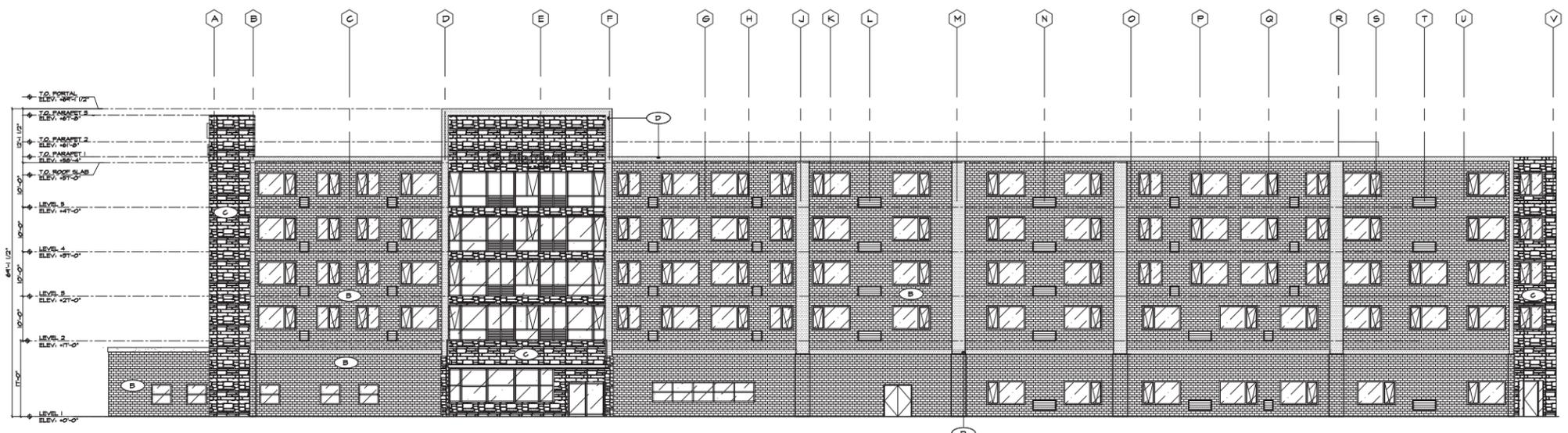
RIGHT ELEVATION  
SCALE: 3/32"=1'-0"

EXTERIOR FINISH MATERIALS TABLE				
	FRONT	RIGHT	REAR	LEFT
MATERIAL TOTAL PERCENTAGE S.F.	15,591 S.F.	4,427 S.F.	14,259 S.F.	4,402 S.F.
E.I.F.S.	844 S.F. (5%)	848 S.F. (20%)	1,954 S.F. (14%)	812 S.F. (20%)
MASONRY:				
BRICK	10,570 S.F. (68%)	443 S.F. (10%)	8,159 S.F. (58%)	1,556 S.F. (35%)
STONE	1,416 S.F. (9%)	2,600 S.F. (59%)	5,165 S.F. (36%)	2,146 S.F. (49%)
TOTAL	100%	100%	100%	100%

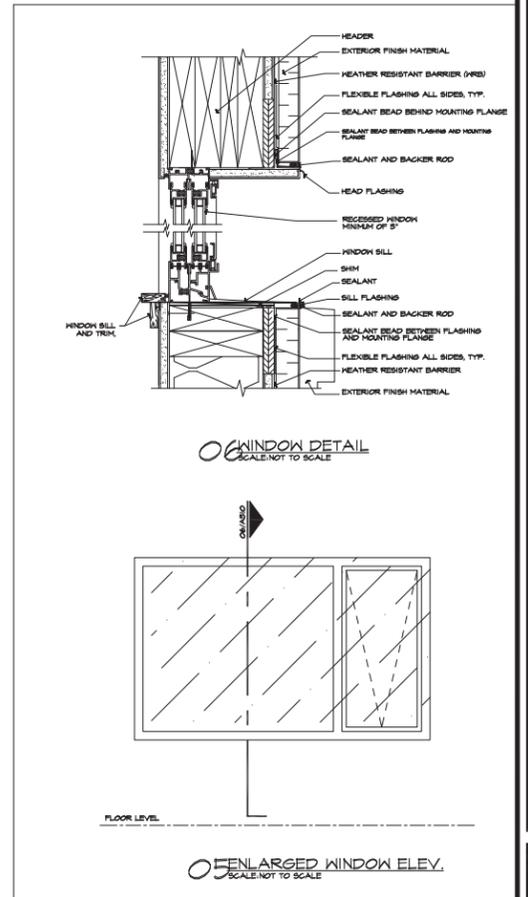
- EXTERIOR FINISH LEGEND: (X)
- (A) E.I.F.S. COLOR: UPWARD (SH 6254)
  - (B) BRICK VENEER ACHIE BRICK (DOVE GRAY)
  - (C) STONE VENEER ELDERADO STONE (RUSTIC LEDGE)
  - (D) E.I.F.S. COLOR: ANTIQUARIAN BROWN (SH 004)



REAR ELEVATION  
SCALE: 3/32"=1'-0"



FRONT ELEVATION  
SCALE: 3/32"=1'-0"



PROJECT STATUS:  
PRELIMINARY  
PROJECT MANAGER:  
DBR  
DESIGN MANAGER:  
RCM  
PROJECT DATE:  
091015  
REVISION DATE:  
032318

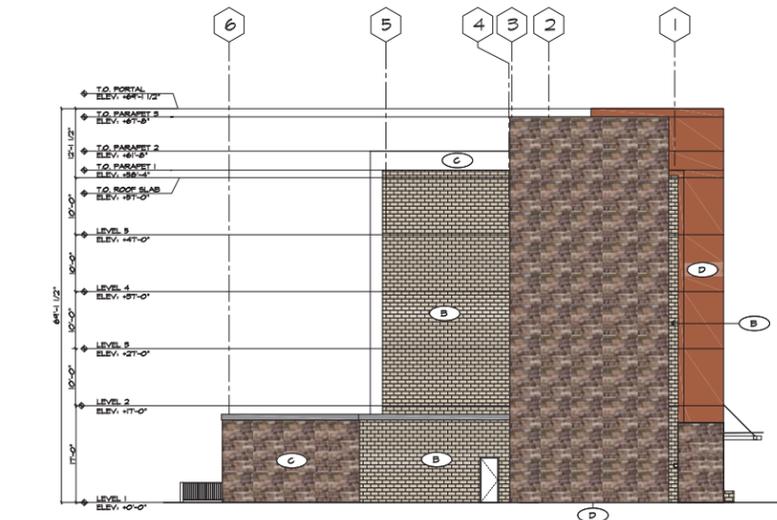
OWNER:  
SHREEM CAPITAL  
222 LAS COLINAS BLVD STE 755  
IRVING, TX 75038  
214-415-4367

element  
BY JAMIE  
LAKE VISTA DR. & VISTA RIDGE  
MALL DR. - NEAR S.H. 121  
LEWISVILLE, TEXAS

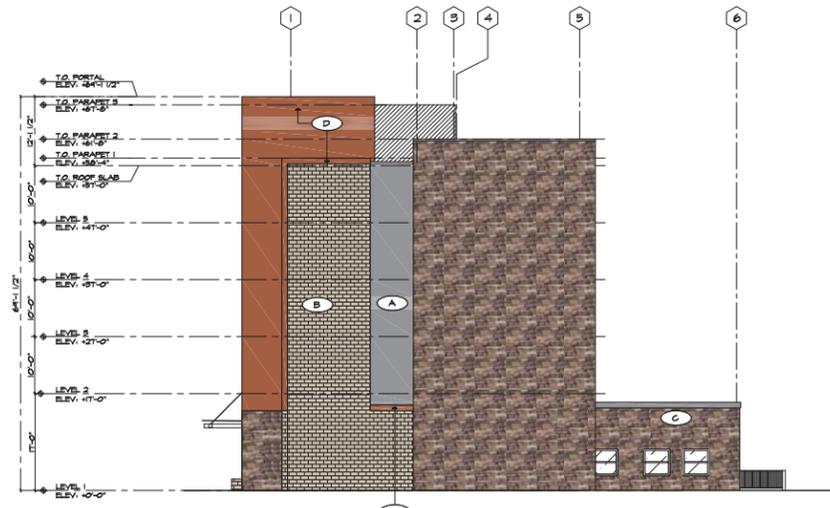
DESIGN MANAGER:  
ADR-DESIGNS-LLC  
TOTAL DESIGN MANAGERS  
601 SADDLE HILL DRIVE, GRAND PRAIRIE, TX 75050  
PH: 972-262-1333 FAX: 214-272-2887  
E-Mail: [adrdesignsllc@adrdesigns.com](mailto:adrdesignsllc@adrdesigns.com)  
POR: JOHN C. SARGENT

JOB NUMBER:

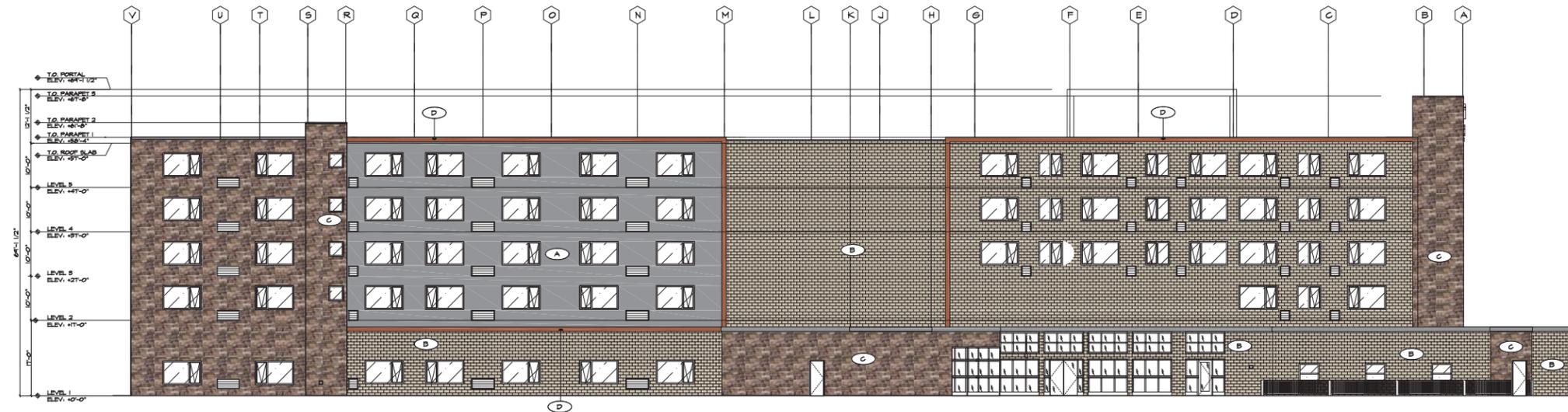
SHEET NUMBER  
A310



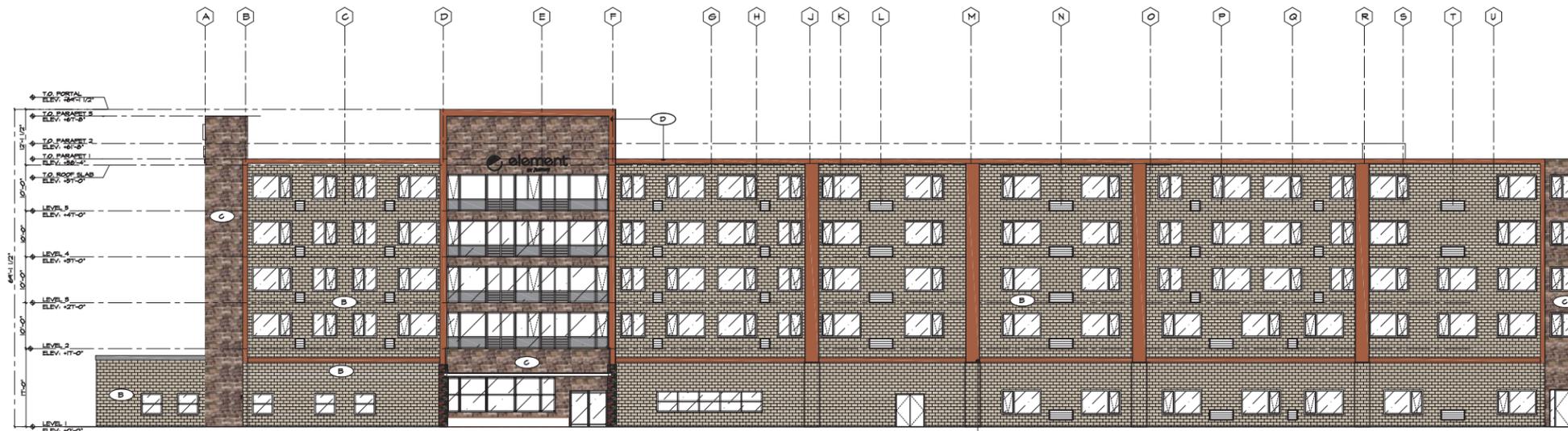
03 LEFT ELEVATION  
SCALE: 3/32"=1'-0"



04 RIGHT ELEVATION  
SCALE: 3/32"=1'-0"



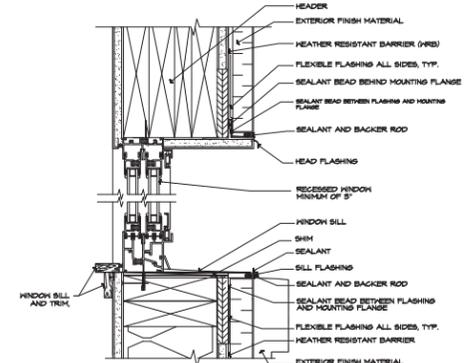
05 REAR ELEVATION  
SCALE: 3/32"=1'-0"



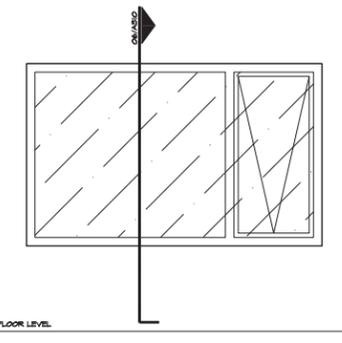
06 FRONT ELEVATION  
SCALE: 3/32"=1'-0"

EXTERIOR FINISH MATERIALS TABLE					
	FRONT	RIGHT	REAR	LEFT	
MATERIAL TOTAL PERCENTAGE SF.	15,951 S.F.	4,421 S.F.	14,255 S.F.	4,402 S.F.	
E.I.F.A.	864 SF. (5%)	68	688 SF. (5%)	18	872 SF. (20%)
MASONRY:					
BRICK	10,910 SF. (68%)	80%	142 SF. (21%)	21%	8,158 SF. (62%)
STONE	148 SF. (1%)	14%	2,600 SF. (18%)	31%	1,356 SF. (30%)
TOTAL	100%		100%	100%	100%

- EXTERIOR FINISH LEGEND: (X)
- (A) E.I.F.A. COLOR: UPWARD (SW 6254)
  - (B) BRICK VENEER ACME BRICK (DOVE GRAY)
  - (C) STONE VENEER ELDERADO STONE (RUSTIC LEDGE)
  - (D) E.I.F.A. COLOR: ANTIQUARIAN BROWN (SW 004)



07 WINDOW DETAIL  
SCALE: NOT TO SCALE



08 ENLARGED WINDOW ELEV.  
SCALE: NOT TO SCALE

PROJECT STATUS: PRELIMINARY  
PROJECT MANAGER: DBR  
DESIGN MANAGER: RCM  
PROJECT DATE: 091015  
REVISION DATE: 032318

OWNER: SHREEM CAPITAL  
222 LAS COLINAS BLVD STE 755  
IRVING, TX 75038  
214-415-4367

element  
LAKE VISTA DR. & VISTA RIDGE  
MALL DR. - NEAR S.H. 121  
LEWISVILLE, TEXAS

ADR-DESIGNS-LLC  
TOTAL DESIGN MANAGERS  
601 SADDLE HILL DRIVE, GRAND PRAIRIE, TX 75050  
PH: 972-262-1333 FAX: 214-272-2887  
E-Mail: adrdesignsllc@adrdesigns.com  
POR: JOHN C. SARGENT

JOB NUMBER:

SHEET NUMBER  
**A310**

# Landscape Plan

**LEGEND**

-  LIVE OAK
-  CEDAR ELM
-  DWARF BURFORD HOLLY
-  DWARF WAX MYRTLE
-  GRASS TURF

- GENERAL LANDSCAPE NOTES**
- ALL PLANT MATERIALS SHALL CONFORM TO THE STANDARDS OF THE APPROVED PLANT LIST FOR THE CITY OF LEWISVILLE, TEXAS.
  - AS UNDERGROUND AUTOMATIC LANDSCAPE IRRIGATION SYSTEM SHALL BE INSTALLED TO WATER ALL LANDSCAPE AREAS, INCLUDING RIGHT-OF-WAY AREAS, UNLESS NOTED OTHERWISE.
  - ADDITIONAL PLANT MATERIAL MAY BE INSTALLED ON SITE AT OWNER'S DIRECTION AND ACCORDING TO CITY REQUIREMENTS.
  - ALL PLANT MATERIAL SHALL BE MAINTAINED BY OWNER IN A HEALTHY AND GOING CONDITION, AND REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY IF DAMAGED, DESTROYED, OR REMOVED.
  - LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS.
  - ALL LANDSCAPE AREAS SHALL BE CONSTRUCTED, INSTALLED AND MAINTAINED SO AS NOT TO OBSTRUCT VIEW OF MOTORIST BETWEEN THE STREET AND ACCESS DRIVE. VISIBILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AT ALL TIMES.
  - ALL PERMEABLE SURFACES NOT OCCUPIED BY TREES, SHRUBS, PLANTING BEDS OR OTHER PERMITTED ITEMS OR FIXTURES SHALL BE BERM A DEGREES LAWN AREAS UNLESS OTHERWISE NOTED.
  - ALL TREES TO BE INSTALLED OUTSIDE FIRE HYDRANT, SANITARY SEWER, AND UTILITY EASEMENTS.
  - REFERENCE ENGINEERING PLANS FOR PROPOSED GRADES.

- IRRIGATION NOTES**
- ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
  - IRRIGATION SYSTEM WILL BE EQUIPPED WITH A RAIN SENSOR AND FREEZE GUARD.
- TREE NOTES:**
- AT THE TIME OF PLANTING, TREES SHALL BE A MINIMUM OF (4") FOUR INCHES CALIPER, MEASURED 12" ABOVE GROUND AND A MINIMUM OF SEVEN FEET IN HEIGHT.
  - APPLY THREE INCHES (3") LAYER OF MULCH ON TOP OF ROOT BALL AFTER PLANTING, KEEP MULCH NINE INCHES (9") FROM BASE OF THE TRUNK.
  - PRUNE EACH TREE TO CORRECT STRUCTURAL DEFECTS AND REMOVE BROKEN BRANCHES CAUSED DURING TRANSPORT AND PLANTING.
  - EVERY OCTOBER APPLY TWO AND A HALF (2 1/2 LB.) POUNDS OF 10-10-10 FERTILIZER PER TEN SQUARE FEET OF AREA BENEATH EACH TREE.

**MAINTENANCE**

THE OWNER, TENANT AND FOR THEIR AGENT, IF ANY, SHALL BE JOINTLY AND GENERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHOULD BE MAINTAINED TO A SIZE AND ORDERLY MAINTAIN AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT TO BE LIMITED VIEWING EDGING, GRADING, INSTALLING WATER LINES, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IN APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIALS, WHICH DIE SHALL BE REPLACED WITH MATERIAL SIMILAR VARIETY AND SIZE.

**LANDSCAPE SUMMARY:**

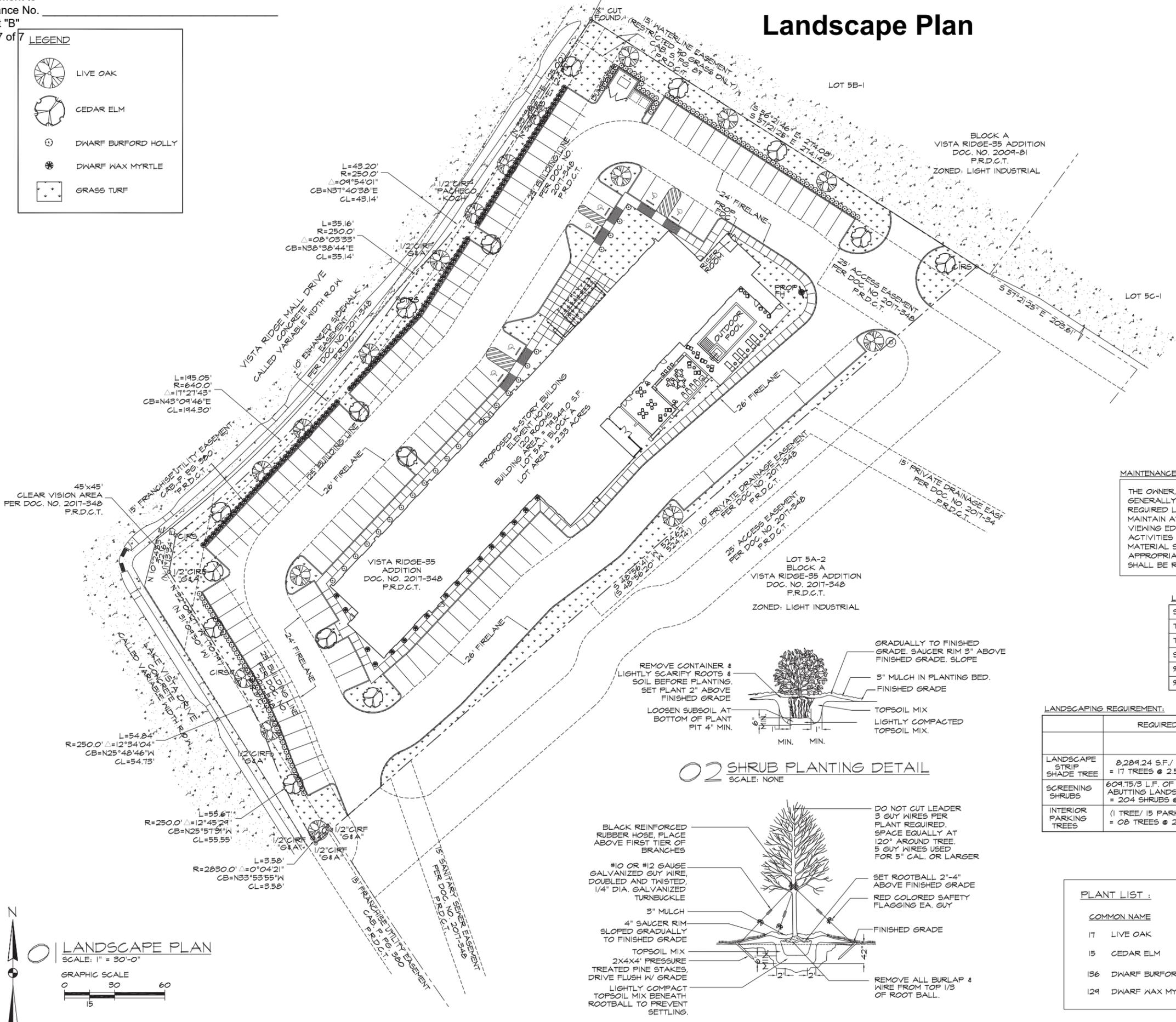
STREET YARD L.S. AREA	17,078.72 S.F.
TOTAL L.S. AREA	21,456.94 S.F.
TOTAL LOT AREA	101,355.62 S.F.
STREET YARD AREA	57,852.70 S.F.
% OF LOT STREET YARD L.S.	16.85%
% OF LOT TOTAL L.S.	21.17%

**LANDSCAPING REQUIREMENT:**

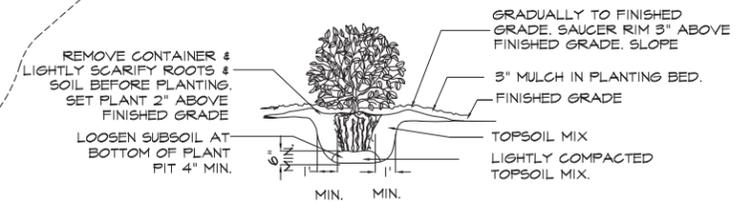
	REQUIRED	PROVIDED		TOTAL	
		100% OF REQ'D LANDSCAPE	ADDITIONAL REQUIRED LANDSCAPE		% ADD. REQ'D LANDSCAPE
LANDSCAPE STRIP SHADE TREE	8,289.24 S.F. / 500 S.F. = 17 TREES @ 2.5' CALIPER	17 TREES @ 5' CALIPER	5 TREES @ 5' CALIPER	30%	22 TREES @ 5' CALIPER
SCREENING SHRUBS	609.75/3 L.F. OF PARKING LOT ABUTTING LANDSCAPE STRIP = 204 SHRUBS @ 5 GAL.	204 SHRUBS @ 5 GAL.	61 SHRUBS @ 5 GAL.	30%	265 SHRUBS @ 5 GAL.
INTERIOR PARKING TREES	(1 TREE / 15 PARKING SPACES) = 08 TREES @ 2.5' CALIPER	08 TREES @ 5' CALIPER	02 TREES @ 5' CALIPER	30%	10 TREES @ 5' CALIPER

**PLANT LIST:**

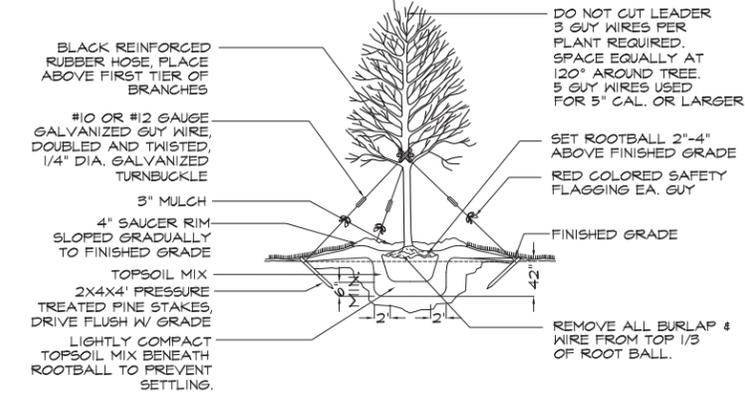
COMMON NAME	BOTANIC NAME	SIZE/SPACING
17 LIVE OAK	QUERCUS VIRGINIANA	MIN. 5' CALIPER
15 CEDAR ELM	ULMUS CRASSIFOLIA	MIN. 5' CALIPER
136 DWARF BURFORD HOLLY	ILEX CORNUTA "BURFORDII NANA"	5 GALLON, 3' OC.
129 DWARF WAX MYRTLE	MYRTICA FUSILLA	5 GALLON, 3' OC.



**02 SHRUB PLANTING DETAIL**  
 SCALE: NONE



**03 TREE PLANTING DETAIL**  
 SCALE: NONE



**LANDSCAPE PLAN**  
 SCALE: 1" = 30'-0"

GRAPHIC SCALE

PROJECT STATUS: PRELIMINARY  
 PROJECT MANAGER: DBR  
 DESIGN MANAGER: RCM  
 PROJECT DATE: 122817  
 REVISION DATE: 032318

OWNER: SHREEM CAPITAL  
 222 LAS COLINAS BLVD STE 755  
 IRVING, TX 75038  
 214-415-4367

**element**  
 by AIAA/CES  
 LAKE VISTA DR. & VISTA RIDGE  
 MALL DR. - NEAR S.H. 121  
 LEWISVILLE, TEXAS

DESIGN MANAGER: ADR-DESIGNS-LLC  
 TOTAL DESIGN MANAGERS  
 601 SADDLE HILL DRIVE, GRAND PRAIRIE, TX 75050  
 PH: 972-622-1333 | FAX: 214-272-2987  
 E-Mail: address@adrdesigns.com  
 FOR: JOHN C. SARGENT

JOB NUMBER:

SHEET NUMBER  
**L1**

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Keith Marvin, P.E., Director of Public Services

**DATE:** May 9, 2018

**SUBJECT:** **Approval of a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. for Professional Architectural and Engineering Services for an Office Allocation and Land Utilization Study, in the Amount of \$76,930; and Authorize the City Manager to Execute the Agreement.**

### BACKGROUND

As the city continues to grow, several departments have seen a need for additional staff and equipment. These additions bring the need for more space, and several departments have submitted budget requests for funding of additional space, or remodeling of existing space. Rather than funding these requests on a piecemeal basis, staff requested, and the City Council approved the funding, for a comprehensive space allocation and utilization study for several City facilities.

This study will take a holistic look at several City facilities, including the Fred Herring Recreation Center, the Municipal Annex, and the City owned property along Valley Ridge Blvd. between Kealy Avenue and the wastewater treatment plant, including the Public Services and Parks Operations facilities.

This agreement will provide staffing projections based on projected growth over the next 10 – 20 years, office space allocation based on these projections, and conceptual plans indicating proposed changes to facilities that would accommodate these allocations.

### ANALYSIS

The City published a Request for Qualifications for office space allocation and land use study late last year, and we received four (4) proposals. Staff established a review committee made up of representatives from Parks, Public Services, Purchasing, and the City Manager's Office. The committee evaluated all the proposals based on the following criteria:

25%	Qualifications and Experience of the Firm
25%	Qualifications and Experience of Team Members
15%	Sample Surveys or Questionnaires
15%	Examples of Space Planning Drawings
10%	References

After reviewing the proposals, two (2) of the firms were selected for interviews. After conducting interviews, the committee recommended the firm of Parkhill, Smith, & Cooper, Inc, of Frisco, TX as the most qualified firm to provide the service.

Staff then negotiated a scope of services and fee for the agreement. The proposed scope and fee exceeds the allocated budget for this fiscal year, so the scope has been broken into phases. Phase I includes facility condition assessment, staffing and space demand forecasting, and programming and functional adequacy analysis. This portion of the work is what is being requested tonight, in the amount of \$76,930.

A second phase of the project will be performed during the next budget year, and will include space master planning and conceptual designs for the space based on the work completed in this phase. A cost of \$71,774 has been established in this agreement for Phase II. A total of \$100,000 was budgeted this year, so an additional \$48,704 will be request in the next fiscal year to perform phase II work.

A future Phase III of this contract will be requested to evaluate staffing projections and space demand forecasting for operations at the Police Station and Central Fire Administration. This phase could include master planning for a combined Public Safety facility located in near proximity to the existing municipal campus located at Civic Circle.

**RECOMMENDATION**

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

## **MEMORANDUM**

**TO:** Donna Barron, City Manager

**THROUGH:** Brenda Martin, Finance Director

**FROM:** Todd White, Purchasing Manager

**DATE:** May 9, 2018

**SUBJECT:** **Approval of a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. for Professional Architectural and Engineering Services for an Office Allocation and Land Utilization Study, in the amount of \$76,930; and Authorize the City Manager to Execute the Agreement.**

### **BACKGROUND**

A request for qualifications (RFQ) was created and posted on Bidsync.com November 7, 2017. The process of selecting an engineer is stated in the Texas Government Code Chapter 2254, *Professional and Consulting Services*. Engineers are to be selected on the basis of demonstrated competence and qualifications to perform the service.

### **ANALYSIS**

Qualification statements were due November 27, 2017 and four (4) were received. An evaluation team was created to review, analyze, and score the statements in accordance with weighted factors that were listed in the RFQ. The evaluation team consisted of Parks and Recreation, Public Services, Purchasing and the City Manager's Office. The qualification statements were evaluated using the following criteria:

Qualifications and Experience of the Firm	25%
Qualifications and Experience of Team Members	25%
Sample Surveys or Questionnaires	15%
Examples of Space Planning Drawings	15%
References	10%

At the conclusion of the evaluation, Parker Smith, and Cooper, Inc. was selected on the basis of receiving the highest score.

### **RECOMMENDATION**

That the City Council approves the agreement as set forth in the cation above.



**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**OFFICE ALLOCATION AND LAND UTILIZATION STUDY**  
**FOR KEALY, ANNEX, AND FRED HERRING REC CENTER**

The City of Lewisville, Texas (the "City"), hereby engages Parkhill, Smith and Cooper, Inc. (the "Consultant"), to perform professional services in connection with an Office Allocation and Land Utilization Study at the Kealy, Annex, and Fred Herring Rec Center properties (the "Project").

- I. **PROJECT.** The Project is described in the "Project Summary" portion of the Consultant's Proposal (the "Proposal"), attached hereto as Exhibit A.
- II. **SCOPE OF SERVICES.** The Scope of Services for the Project is outlined in the "Scope of Services" section of the Proposal (**Exhibit A**).
- III. **COMPENSATION.** Compensation for the Project shall be as outlined in "Scope and Task Fees" section of the Proposal (**Exhibit A**).

Phase 01 | Task 1-5

Compensation for Phase 01 services will be a lump sum of \$76,930.00, inclusive of direct expenses.

Phase 02 | Task 6A – 6B

Phase 02 services are considered additional services and will only be engaged via subsequent written authorization. Compensation for Phase 02 services will be a lump sum of \$71,774.00, inclusive of direct expenses.

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

- IV. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written

verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

- VIII. TIME OF COMPLETION.** A project schedule, as shown in the Proposal (**Exhibit A**), is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- IX. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- X. CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
- XI. GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
- XII. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- XIII. PROTECTION OF RESIDENT WORKERS.** The City 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.
- XIV. 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.

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

**XVI. 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.

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

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

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

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

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

**XXI. 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

By:  \_\_\_\_\_  
Scott Nelson AIA, Principal

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

Date: 05/09/2018

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

Attest:  \_\_\_\_\_  
Michael Howard, Project Manager

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

**APPROVED AS TO FORM:**

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



May 1, 2018

Keith Marvin  
 Director of Public Services  
 City of Lewisville  
 151 W. Church Street  
 Lewisville, Texas 75057

Re: Proposal for Architectural/Engineering Services  
 City of Lewisville Office Allocation and Land Utilization Study

Dear Mr. Marvin:

Parkhill, Smith & Cooper, Inc. (A/E) is pleased to have the opportunity to provide a proposal for professional architectural and engineering services to City of Lewisville (Owner) for the Office Allocation and Land Utilization Study (Project). The following outlines our understanding of the project scope and how we propose to provide services for your project.

**PROJECT SUMMARY**

The Project consists of architectural master planning and design services at two properties owned by the City of Lewisville, including Civic Circle and Kealy Complex as shown on attached Exhibit B: Site Drawings. The A/E will consult with the Owner to develop a master plan for future improvements at each site including potential renovations/additions to existing buildings and new construction.

**SCOPE OF SERVICES**

A detailed outline of the proposed scope of services is attached as Exhibit A: Scope and Task Fees. The following buildings and the staff departments housed within each building will be included in the scope of work:

Building	Site	Total Bldg SF	Total Assessed SF	Staff Departments
Municipal Center Annex	Civic Circle	38,218	38,218	IT, Parks, Courts, City Attorney, Police, 911 Dispatch
Fred Herring Recreation Center	Civic Circle	29,900	10,000 (Classrooms Only)	Parks
Public Services Bldg A	Kealy Complex	9,800	Not in Scope	Public Services (Fleet, Facilities)
Public Services Bldg B/C	Kealy Complex	5,550	Not in Scope	Public Services (ECS, Utilities, Stormwater), IT
Public Services Bldg D	Kealy Complex	21,034	21,034	Public Services (Public Works, Utilities, Traffic, ULM)
Parks Maintenance Bldg	Kealy Complex	12,050	12,050	Parks
Public Safety Training Center	Kealy Complex	24,278	Not in Scope	Police, Fire
Old Animal Shelter	Kealy Complex	7,400	Not in Scope	n/a

Owner will provide A/E with the following:

- Maps, building plans and drawings, and site surveys
- Age, condition, and maintenance history of major building systems
- Staffing levels by department and building
- Relevant demographic and socio-economic data

Specifically excluded from our scope of services are:

- Topographic, Boundary, and Tree Surveys
- Geotechnical Investigations and Reports
- Hydraulic/Hydrology and Flood Plain Studies
- Asbestos and Hazardous Materials Studies

#### **SCHEDULE**

PSC will render its services as expeditiously as is consistent with professional skill and care. During the Project, unanticipated events may impact the Project schedule. Based on the proposed scope of work, we anticipate a 16-week duration.

#### **FEE PROPOSAL**

Our fees for the Project will be a lump sum amount of **\$148,704.00**, inclusive of direct expenses. A detailed outline of the fee is attached as Exhibit A: Scope and Task Fees. The A/E fee shall be invoiced monthly based on percent of work completed.

Should the scope of services change during the Project, or additional services need to be rendered, the amount not to exceed will be adjusted by a mutually agreed upon amount based on our Schedule of Hourly Rates and will be authorized in writing by the Owner.

Upon your review and approval of this Proposal, we will prepare an agreement to proceed with Architectural/Engineering services.

Again, it is a pleasure for PSC to have this opportunity to be of service to you and we look forward to partnering with you in this endeavor. Please do not hesitate to call us at 972.987.1670 if you have any questions.

Sincerely,



**Scott A. Nelson, AIA**  
Principal  
snelson@team-psc.com



**Michael I. Howard, AIA, ASLA**  
Project Manager  
mhoward@team-psc.com

Exhibit A: Scope and Task Fees

		<b>Totals</b>
<b>Task 1: Project Startup</b>		
a.	Prepare for and facilitate kickoff meeting with PSC and City staff	\$ 1,552
b.	Secure and aggregate base data including staffing levels, site/floor plans, and review existing studies	\$ 892
c.	Prepare a detailed project schedule/work plan	\$ 636
<b>Deliverables: kickoff meeting; project schedule/work plan</b>		
<b>Subtotal</b>		<b>\$ 3,080</b>
<b>Task 2: Project Coordination and Management</b>		
a.	Team coordination meetings with City staff (bi-weekly or as-needed, 8 total)	\$ 7,328
b.	Facilitate building tours of comparable facilities at peer cities (over one day)	\$ -
<b>Deliverables: peer city facility tours</b>		
<b>Subtotal</b>		<b>\$ 7,328</b>
<b>Task 3: Facility Condition Assessment</b>		
a.	Collect and analyze data on the age and condition of systems at each facility to determine deferred maintenance and current renewal needs with associated costs; calculate a facility condition index to recommend renovation or replacement	\$ 5,976
b.	Conduct on-site verification of existing conditions related to MEP, structural, and architectural systems including building code and ADA compliance	\$ 5,888
<b>Deliverables: facility assessment summary presentation/report</b>		
<b>Subtotal</b>		<b>\$ 11,864</b>
<b>Task 4: Peer Benchmarking and Staff/Space Demand Forecasting</b>		
a.	Collect and analyze benchmarking data (including staffing and building square feet) from 5 peer cities	\$ 4,024
b.	Review and aggregate population projections from local, state and national demographic sources	\$ 1,632
c.	Forecast staffing levels and space demand (staff, equipment, storage) based on projected population growth	\$ 4,280
<b>Deliverables: peer benchmarking and space demand forecasting summary presentation/report</b>		
<b>Subtotal</b>		<b>\$ 9,936</b>
<b>Task 5: Programming and Functional Adequacy</b>		
a.	Input existing floor plans and site drawings into BIM.	\$ 22,096
		Hourly NTE
b.	Interview stakeholders/department leads at each facility utilizing questionnaires to determine the spatial requirements for staffing, equipment, and storage and assess the functional adequacy of existing buildings based on size, location, and spatial adjacency (2 day work session)	\$ 9,152

c.	Prepare and present an architectural program outlining spatial requirements for each dept	\$ 12,224
<b><i>Deliverables: architectural programming report for each staff department and building</i></b>		
<b><i>Subtotal</i></b>		<b>\$ 43,472</b>
<b>Task 6A: Master Planning and Concept Design - CIVIC CIRCLE</b>		
a.	Based on programming task, develop a master plan for each site (Civic Center) utilizing blocking diagrams demonstrating a site fit test and illustrating future build-out by department.	\$ 12,784
b.	Based on master plan block diagrams, prepare room-by-room floor plans each site.	\$ 9,724
c.	Develop conceptual 3-D massing studies for buiding(s) at each site, including exterior concept rendering (non-photorealistic).	\$ 6,896
d.	Implementation & Phasing of the Master Plan including logistics and future project buildout cost.	\$ 5,232
e.	Prepare final summary presentation and present findings of study at Council Work Session.	\$ 2,444
<b><i>Deliverables: site master plans as colored renderings; concept floor plan drawings; council work session summary presentation/report</i></b>		
<b><i>Subtotal</i></b>		<b>\$ 37,080</b>
<b>Task 6B: Master Planning and Concept Design - KEALY COMPLEX</b>		
a.	Based on programming task, develop a master plan for each site (Kealy Complex) utilizing blocking diagrams demonstrating a site fit test and illustrating future build-out by department.	\$ 9,648
b.	Based on master plan block diagrams, prepare room-by-room floor plans each site.	\$ 9,532
c.	Develop conceptual 3-D massing studies for buiding(s) at each site, including exterior concept rendering (non-photorealistic).	\$ 6,924
d.	Implementation & Phasing of the Master Plan including logistics and future project buildout cost.	\$ 4,872
e.	Prepare final summary presentation and present findings of study at Council Work Session.	\$ 2,468
<b><i>Deliverables: site master plans as colored renderings; concept floor plan drawings; council work session summary presentation/report</i></b>		
<b><i>Subtotal</i></b>		<b>\$ 33,444</b>
<b><i>Labor Subtotal</i></b>		<b>\$ 146,204</b>
<b><i>Expenses Subtotal</i></b>		<b>\$ 2,500</b>
<b>TOTAL FEE</b>		<b>\$ 148,704</b>

Exhibit B: Site Drawings



City of Lewisville | Office Allocation Land Utilization Study  
SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24			
TASKS	June		July			Aug			Sept.			Oct.			Nov.												
01. Project Startup	■																										
Kick-off meeting	●																										
02. Project Coordination & Management	■																										
Cooridnation meeting			●			●				●				●				●		●				●			
03. Facility Condition Assessment			■																								
04. Peer Benchmarking & Staff/Space Demand Forecasting					■																						
05. Programming & Functional Adequacy										■																	
06A. Master Planning & Concept Design   Civic Circle																		■									
06B. Master Planning & Concept Design   Kealy Complex																		■									

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**  
**ENGINEERING/ARCHITECTURE PROJECTS**

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

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

**B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain throughout contract limits not less than:

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

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

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and/or Errors and Omissions - \$500,000 per occurrence - \$1,000,000 Aggregate.
5. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

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

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

**D. OTHER INSURANCE PROVISIONS**

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

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

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability (applicable only to certified or licensed Engineers and or Architects)  
“Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

#### **E. ACCEPTABILITY OF INSURERS**

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

#### **F. VERIFICATION OF COVERAGE**

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

#### **G. HOLD HARMLESS AND INDEMNIFICATION**

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

INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**FROM:** Karen Emadiazar, Utilities Manager, Public Services

**DATE:** May 9, 2018

**SUBJECT:** **Approval of a Bid Award to Ferguson Waterworks, of Tyler Texas, for the Purchase of Replacement Valves for the Whippoorwill Lift Station in the Amount of \$71,270.45.**

### BACKGROUND

On April 19, 2018, bids were received for the replacement of ten valves at the Whippoorwill Lift Station. This station, which services the northwestern area of Lewisville, is now over thirty years old. The replacement of the valves is part of the Whippoorwill Lift Station rehabilitation project which includes replacement of motors, pumps and electrical components to provide a reliable lift station that meet the city's current and future needs.

### ANALYSIS

A total of three (3) bids were received on April 19, 2018. The bids were evaluated based on the proposed layout/model and cost of the replacement. Of the three bids received, two of the bids did not meet specifications to provide all documentation and required forms and information. The bid from Ferguson Waterworks met all specifications and is being recommended for award.

Ferguson Waterworks submitted a bid of \$71,270.45 for the replacement of ten of the identified valves within the station. Funding is available in the Whippoorwill Lift Station Capital Improvement Project.

### RECOMMENDATION

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

## **MEMORANDUM**

**TO:** Donna Barron, City Manager

**THROUGH:** Brenda Martin, Finance Director

**FROM:** Todd White, Purchasing Manager

**DATE:** May 9, 2018

**SUBJECT:** **Approval of a Bid Award to Ferguson Waterworks, of Tyler Texas, for the Purchase of Replacement Valves for the Whippoorwill Lift Station in the Amount of \$71,270.45.**

### **BACKGROUND**

A bid invitation was created and posted on Bidsync.com March 23, 2018. Specifications were created in accordance with Texas Local Government Code Chapter 252.043, *Award of Contract*, which requires the award to be made on the basis of the best value for the municipality.

In determining the best value for the municipality, the municipality may consider, among other things: (1) the purchase price; (2) the quality of the bidder's goods or services; and (3) the extent to which those goods or services meet the municipality's needs.

### **ANALYSIS**

Sealed bids were due April 19, 2018 and three (3) bids were received. The bids were evaluated based on the proposed layout/model and cost of the replacement. Of the three bids received, two of the bids did not meet specifications to provide all documentation and required forms and information. The bid from Ferguson Waterworks met all specifications and is being recommended for award.

### **RECOMMENDATION**

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

**BID TAB:**  
**Bid #18-35-I**  
**Replacement Valves for Whippoorwill Lift Station**  
**Thursday, April 19, 2018 2:00 pm**

**FERGUAON WATERWORKS**  
**Tyler, TX**

**\$71,270.45**

**NOTE:** Two other bids were received; however, neither met specifications: Alberto Zaltzberg \$7,835.00 and DeZurik, Inc. \$67,706.00

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Claire Swann, Assistant City Manager

**DATE:** May 21, 2018

**SUBJECT:** **Approval of an Interlocal Agreement by and between the City of Lewisville and Lewisville Independent School District Relating to the Creation of an Entrepreneurial Curriculum at Lewisville High School; and Authorization for the City Manager to Execute the Agreement.**

### **BACKGROUND**

In 2017, the City received a \$17,500 donation from the Hudson Foundation to help establish a youth entrepreneur program at the City's then-planned entrepreneur center. Mary Kay Inc. also donated \$15,000 for ten years for support of the proposed entrepreneur center. Given the poor performance of several entrepreneur centers in the North Texas region as well as the potential redevelopment of the site where the City was originally considering putting the entrepreneur center, the City has now reconsidered the idea of running its own entrepreneur center.

Despite this change in strategies, staff has continued discussions with LISD regarding establishment of a youth entrepreneur program in Lewisville High School. LISD is interested in starting a high school entrepreneur program using the INCubator Edu curriculum. This program is known nationally for developing students into entrepreneurs.

In the year-long course, students would have the opportunity to create and fully develop their own product or service. Real entrepreneurs and business experts serve as volunteer coaches and mentors guiding student teams through the processes of developing hypotheses about a business concept, testing those hypotheses, adapting, and continually learning and improving. This cycle of experimentation is combined with foundational business content such as marketing and finance. At the end of the year, the students would "pitch" their product or services to an INCubator Board of Directors, made up of potential investors. Similar to the television show "Shark-Tank," those members of the INCubator Board of Directors can hear the students' pitches and decide whether they want to invest.

Both Mary Kay Inc. and the Hudson Foundation have indicated their excitement to allow the City of Lewisville to use their donations for the establishment of the INCubator Edu curriculum at Lewisville High School. LISD will be considering approval of the proposed interlocal agreement at their June 4, 2018 board meeting.

Along with the Youth Action Council and future LLELA Nature Center, this program would be another way that the City and LISD can partner to provide our youth with necessary skills for the future and to assist LISD in being a premier school system. Economic development is inherently linked to the quality of the school system.

### **ANALYSIS**

The proposed agreement would be for a term of five years, with the option to renew for five additional one-year terms. Under the agreement, the City would provide LISD with the money it receives from the Hudson Foundation and Mary Kay Inc. to establish the INCubator Edu entrepreneur curriculum at Lewisville High School. The school district would be solely responsible for running the curriculum and would use the funding provided by the City to purchase the right to use the program, lesson plans, and teacher training (\$22,000). They will also make renovations to existing classroom space to facilitate the more corporate setting needed to facilitate the INCubator Edu program. Furthermore, a portion of the City money will be designated as “seed money,” which will then be used by the future INCubator Edu Board of Directors to invest in student businesses.

The City shall not be responsible for paying any costs that exceed the donated amounts it receives from Mary Kay and the Hudson Foundation. All other costs associated with the program shall be the sole responsibility of LISD. Also, the future INCubator Edu Board of Directors will be made up of community business leaders, including (if willing to serve) at least one Lewisville City Council member, a representative from Mary Kay, and a representative from the Hudson Foundation. This means that the Lewisville City Council representative can have further input regarding how to invest the “seed money.”

The agreement further provides that all students that incorporate their businesses shall incorporate within Lewisville, Texas and sales tax situs for those businesses shall be in Lewisville. In addition, the agreement also requires the school district to distribute the city’s marketing material for Western Days, ColorPalooza, and Holiday Stroll at all Lewisville High School feeder schools.

### **RECOMMENDATION**

That the City Council approve and authorize the City Manager to execute the agreement.

**AGREEMENT BETWEEN THE CITY OF LEWISVILLE AND THE LEWISVILLE  
INDEPENDENT SCHOOL DISTRICT FOR SUPPORT OF THE INCUBATOR EDU  
PROGRAM AT LEWISVILLE HIGH SCHOOL AND PROMOTION OF CITY EVENTS  
AT LEWISVILLE HIGH SCHOOL FEEDER SCHOOLS**

This agreement (“Agreement”) is entered into by and between the City of Lewisville (“City”) and Lewisville Independent School District (“LISD”) (jointly, the “Parties”).

**WHEREAS**, LISD wishes to establish and operate an entrepreneurship curriculum and program for students at Lewisville High School, located in the City; and

**WHEREAS**, the City wishes to support the growth of local businesses and entrepreneurship in the City; and

**WHEREAS**, the Hudson Foundation has made a one-time donation of \$17,500.00 and Mary Kay, Inc. wishes to annually donate \$15,000.00 to the City in order to support youth entrepreneurship programs in the City through an entrepreneurship curriculum and program at Lewisville High School;

**WHEREAS**, the City finds that providing these funds to LISD for the express purpose of supporting an entrepreneurship curriculum and program at Lewisville High School will benefit the City’s economic development efforts by creating opportunities and support for students to receive business training and create new businesses within the City, thus expanding the employment and commercial base of the City; and

**WHEREAS**, the City wishes to increase knowledge of, involvement in, and attendance at City events by LISD students and their families through greater publicity and exposure to those events; and

**WHEREAS**, the City believes that distribution of publicity materials at certain LISD campuses will increase knowledge of, involvement in, and attendance at certain City events by LISD students and their families; and

**WHEREAS**, in return for the City’s support of an entrepreneurship curriculum and program for students at Lewisville High School, LISD agrees to provide information regarding certain City events to students at Lewisville High School and all schools in Lewisville High School’s feeder pattern;

**NOW, THEREFORE**, the Parties agree as follows:

**AGREEMENT OF PARTIES**

A. Obligations of LISD:

1. LISD shall be solely responsible for the establishment and continued operation of the INCubator Edu program at Lewisville High School through Uncharted Learning, NFP (the “INCubator Program”).
2. LISD shall pay all costs associated with the INCubator Program.
3. LISD shall establish a Lewisville High School INCubator Board (the “LHS INCubator Board”) to be made up of business representatives from the City and surrounding communities. LISD shall use best efforts to ensure that at least one representative each from the Lewisville City Council, Mary Kay, Inc., and the Hudson Foundation serve as members of the LHS INCubator Board. Once a year, students from the INCubator Program will propose business investment opportunities to the Board and compete for funding to be provided from the accounts outlined in subsection B of this section. The Board will be responsible for evaluating and deciding funding for student business proposals.
4. All students in the LHS INCubator class that incorporate a business through the class shall be required to incorporate their businesses in Lewisville, Texas, and sales tax situs shall be in Lewisville, Texas for the time period during which any incorporating student of the business is an LISD student.
5. LISD shall distribute to Lewisville High School and all Lewisville High School feeder schools any marketing material provided by the City of Lewisville for three (3) City events: (1) Western Days; (2) ColorPalooza; and (3) Holiday Stroll. Marketing material may be in electronic or printed form but shall be provided to LISD at least one week prior to the proposed date of distribution. Any printed material to be distributed to students shall be provided to LISD at the City’s sole cost.

B. Obligations of the City:

1. City shall set up two non-interest-bearing escrow accounts to designate funds to support the INCubator Program as follows:
  - a. an escrow account for funds to be used exclusively for seed money for INCubator Program student projects that are selected for funding by the LHS INCubator Board (the “Seed Money Escrow Account”); and
  - b. an escrow account for funds to be used for general LISD expenses related to the establishment and ongoing costs of the INCubator Program (the “INCubator Program Escrow Account”). INCubator Program Escrow Account funds may also be used for seed money for INCubator Program student projects, if so requested in writing by LISD and approved by the City.

2. The City shall make a one-time deposit of \$27,500.00 to the INCubator Program Escrow Account within thirty days of the execution of this Agreement by both Parties.
3. The City shall make an annual deposit of \$5,000.00 into the Seed Money Escrow Account within thirty (30) days of receiving funding designated for this purpose from Mary Kay, Inc.
4. The City shall make an annual deposit of \$10,000.00 into the INCubator Program Escrow Account within thirty (30) days of receiving funding designated for this purpose from Mary Kay, Inc.
5. The annual deposits outlined in subsections (B)(3) and (B)(4), above, are contingent upon the annual donation to the City by Mary Kay, Inc. of \$15,000.00 for the purpose of supporting the INCubator Program. If, at any time during the term of this Agreement, the annual donation to the City for the INCubator Program by Mary Kay, Inc., is reduced or partially designated by Mary Kay, Inc. for another purpose, then the City's deposits to the INCubator Program Escrow Account shall be reduced by the same amount. No additional city funds shall be used to fund the INCubator Program.

#### **WITHDRAWAL OF FUNDS AND DOCUMENTATION OF USE**

- A. In order to withdraw funds from the Seed Money Escrow Account or the INCubator Program Escrow Account, LISD shall submit a written request for funds to the City for withdrawal of escrow funds to the City's contact for notice as outlined herein, with a description of the intended use of the requested funds.
- B. LISD shall submit to the City a list of individuals authorized to make a request to withdraw funds, and no request shall be accepted by the City from any person not listed therein.
- C. Payment of the escrow funds shall be made to LISD by the City within thirty (30) days of receipt of withdrawal request.
- D. LISD shall provide, upon the City's request, documentation of the expenditure of any funds disbursed under this Agreement in order to ensure compliance with this Agreement.

#### **TERM**

The term of this Agreement shall be five (5) years, commencing on the date when the Agreement is executed by both Parties, unless earlier terminated as outlined in this Agreement. The term may be extended for five (5) additional one (1)-year terms through mutual agreement of the Parties.

## **TERMINATION**

This Agreement may be terminated:

- A. upon expiration of the term of this Agreement as identified herein;
- B. immediately upon breach of contract by either party;
- C. by either party, with provision of thirty (30) days' written notice to the other party; or
- D. if, at any time during the Term of this Agreement, Mary Kay, Inc., terminates the annual donation to the City outlined herein or designates the entirety of its annual donation for another purpose.

Upon termination of this Agreement for any reason, including expiration of the term, the Seed Money Escrow Account and INCubator Program Escrow Account shall be closed and any funds remaining therein shall be redistributed to other City accounts or funds.

## **REPRESENTATIONS AND WARRANTIES**

Both Parties will act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

## **RELATION OF THE PARTIES**

- A. City and LISD agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. City understands and agrees that City, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents and/or representatives of LISD, and LISD understands and agrees that LISD, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents and/or representatives of City.
- B. City and LISD acknowledge and agree that neither party waives any sovereign or governmental immunity available to it under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- C. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives any immunity or defense that would otherwise be available to it against claims by third parties.

D. Each party to this Agreement hereby holds all other parties to this Agreement harmless from and against any and all claims and for all liability arising out of, resulting from, or occurring the performance of this Agreement by its agents or employees.

### **NOTICE**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed below. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

Notice to City:

ATTN: Claire Swann  
Assistant City Manager  
City of Lewisville  
151 W. Church Street  
Lewisville, Texas 75057

Notice to LISD:

ATTN: Dr. Kevin Rogers  
Superintendent  
Lewisville Independent School District  
1565 West Main Street  
Lewisville, TX 75067

### **AMENDMENT**

This Agreement may be modified or amended as agreed to in writing and signed by both Parties.

### **SIGNATORIES**

The Parties acknowledge that this Agreement correctly sets forth each party's understanding hereof and that it shall be deemed drafted equally by both Parties.

**(SIGNATURES ON FOLLOWING PAGE)**

**CITY OF LEWISVILLE**

**LEWISVILLE INDEPENDENT  
SCHOOL DISTRICT**

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

\_\_\_\_\_  
Dr. Kevin Rogers, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Jeff Crownover, General Counsel

## **MEMORANDUM**

**TO:** Donna Barron, City Manager

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

**DATE:** May 14, 2018

**SUBJECT:** **Approval of an Economic Development Agreement By and Between the City of Lewisville and Innovative IDM; and Authorization for the City Manager to Execute the Agreement.**

### **BACKGROUND**

Innovative IDM is an industrial process control and innovations company that is moving its headquarters from Carrollton to Lewisville. The company provides various platforms across industries to improve the manufacturing process. IIDM has experienced tremendous growth in the past several years and was named one of the fastest growing companies in North Texas. The project will be the construction of a new 100,000 square foot building for the company's offices, manufacturing and warehousing operations. They will employ 60 people at this facility.

### **ANALYSIS**

The company will invest \$8,500,000 in real and business personal property for the new facility in Lewisville. This agreement provides a 50% grant equal to the real and business personal property taxes paid to the City of Lewisville for 10 years. The total annual taxes collected is estimated at \$37,000 of which 50% (\$18,500) will be returned to the company upon meeting the performance standards described in the agreement. One measure of performance, is employment of 60 people at an average annual salary of \$70,000, at the Lewisville facility. The company will also contribute \$5,000 a year, for an economic development program or city event, for the duration of the agreement.

### **RECOMMENDATION**

That the City Council approve the agreement and authorize the City Manager to execute the agreement.

# Location Map - Highpoint Oaks Dr. & W. Vista Ridge Mall Dr.



**ECONOMIC DEVELOPMENT AGREEMENT**

This Economic Development Agreement (the "Agreement") dated 5/1/18 is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation of Denton County, Texas, duly acting by and through its City Manager, (hereinafter referred to as "City") and Innovative IDM (hereinafter referred to as "Company") (hereinafter all shall collectively be referred to as the "Parties").

WITNESSETH:

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

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

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

**WHEREAS**, the Company intends to build and occupy a 100,000 square feet facility on real property located at Highpoint Oaks Drive and Vista Ridge Mall Drive in Lewisville, Texas and more particularly described in "Attachment A" attached hereto (the "Premises"); and

**WHEREAS**, the Company's efforts described herein will create and retain permanent new jobs in the City; and

**WHEREAS**, the contemplated use of the Premises, the contemplated Improvements, hereinafter defined, to the Premises will enhance the City's economic base and are in compliance with the intent of the Statute and the Policy Statement and similar guidelines and criteria adopted by the City and all applicable laws; and

**WHEREAS**, the City Council finds that the Improvements sought are feasible and practicable and would be of benefit to the Premises and to the City after the expiration of this Agreement.

**NOW THEREFORE**, the City, in consideration of the mutual benefits and promises

contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment on the Premises, which contributes to the economic development of the City and the enhancement of the tax base in the City, the Parties hereto do mutually agree as follows:

## **ARTICLE I TERM**

1.1 This term of this Agreement (“Term”) shall commence on the date this Agreement is signed by the Parties (“Effective Date”) and shall continue in effect until December 31 of the tenth (10th) year after the calendar year during which the Company receives a certificate of occupancy for the Premises, unless sooner terminated in accordance with the termination provisions in this Agreement. This agreement automatically terminates on December 31, 2020, if construction has not commenced on the Premises by that date.

## **ARTICLE II DEFINITIONS**

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

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

“**Building**” shall mean a 100,000 square feet facility occupied by the Company or its lessees and/or subsidiaries.

“**Business Personal Property Improvements**” shall mean tangible business personal property, machinery, equipment and fixtures owned or leased by Company that are installed in the Building subsequent to the execution of this Agreement. Inventory and supplies shall not be considered business personal property and thus are not eligible for the grant described herein.

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

“**Clawback Event**” means the Company failed to meet a material term or condition of Article V of this Agreement after the expiration of any applicable Cure Period. To the extent that a Clawback Event has occurred, a portion of the annual economic development

grant described in Section 4.1 of this Agreement and received by Company from the City shall be subject to repayment by Company pursuant to Article VI of this Agreement.

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

“**Effective Date**” has the meaning set forth in Article I of this Agreement.

“**Event of Bankruptcy**” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“**Facility Based Employees**” shall mean the total number of employees working at the Building for the Company and its affiliates or subsidiaries.

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

“**Improvements**” shall mean collectively the Building, Real Property Improvements, and Business Personal Property Improvements.

“**Premises**” has the meaning set forth in the recitals of this Agreement.

“**Real Property Improvements**” shall mean the Building and other ancillary facilities such as required parking and landscaping more fully described in the submittals filed with the City. Land value is not included in the definition of Real Property Improvements.

“**Required Use**” shall mean the Company’s use of the Premises for the continuous operation of a development, support, and general business center to provide communication and service support for the Company’s customers, subject to temporary cessations of such operations as a result of Force Majeure.

**ARTICLE III  
GENERAL PROVISIONS**

3.1 As soon as practical after the Effective Date of this Agreement, the Company shall commence with construction of the Building for the purpose of relocating the Company's headquarters to Lewisville and construction and installation of the other Improvements.

3.2 The Company shall substantially complete the Improvements and occupy the Building by March 30, 2020; provided that in the event of Force Majeure or if in the reasonable opinion of the City, the Company has made substantial progress toward completion of the Improvements, additional time may be granted by the City as may be required. The date of substantial completion of the Improvements shall be defined as the date that Company receives a certificate of occupancy for the Premises.

3.3 During the Term of this Agreement, the Company shall be subject to all applicable City taxation, including but not limited to sales and use taxes and ad valorem taxation on otherwise taxable land, inventory and supplies.

**ARTICLE IV  
ECONOMIC DEVELOPMENT INCENTIVE**

4.1 Subject to the terms and conditions of this Agreement, the City agrees to grant to Company an economic development grant equal to fifty percent (50%) of the ad valorem taxes paid to the City by the Company for Real Property Improvements and Business Personal Property Improvements on the Premises. The Company shall pay all applicable taxes in accordance with the state and local regulations. The Company will be paid the grant by the City in accordance with this Agreement on annual basis subject to the timing referenced in Section 4.2. Said grant shall be available subject to the terms and conditions of this Agreement during the Term, beginning on January 1 of the year following the date the Company obtains a certificate of occupancy for the Premises. In other words, the Company must have one full calendar year of operations at the Premises to receive the grant.

4.2 The Company acknowledges that this Agreement makes an allowance for an economic development grant to be paid on an annual basis following the 1<sup>st</sup> full year of occupancy. Each year during the Term, prior to payment of such grant, the Company shall submit to the City (1) proof of payment of its tax liability; (2) its Annual Compliance Report, shown on "Attachment

B”); and (3) a letter of request for payment by February 1 for each year in which the grant is to be paid. Subject to the satisfactory receipt of these items by February 1 of each year, the City agrees that the grant will be paid in full to the Company by March 15, otherwise within forty-five (45) days of satisfactory receipt of the above listed items.

## **ARTICLE V AGREEMENT CONDITIONS**

5.1 Minimum Use Condition. During the Term of this Agreement following the issuance of a certificate of occupancy for the Premises as an office and warehouse and continuing thereafter until expiration of this Agreement or earlier termination of same, the Company and its affiliates, subsidiaries or lessees agree to continuously occupy a minimum of 100,000 square feet of space in the Building which shall not be used for any purpose other than the Required Use.

5.2 Minimum Employment Condition. Within the first calendar year after the year of receiving a certificate of occupancy for the Premises and continuing thereafter, the Company and its affiliates or subsidiaries shall have a minimum employment count of sixty (60) Facility Based Employees. If the Company fails to meet this Minimum Employment Condition for a given year, the grant for that year shall not be applicable and will not be paid by the City.

5.3 Minimum Compensation Condition. Within the first calendar year after the year of receiving a certificate of occupancy for the Premises and continuing thereafter, the Company and its affiliates or subsidiaries must have a minimum average employee salary of \$70,000 and a minimum annual payroll for Facility Based Employees of \$4,100,000. If the Company fails to meet this minimum compensation condition for a given year, the grant for that year shall not be applicable and will not be paid by the City.

5.4 Headquarters. The Company will be required to use Lewisville as its headquarter location, and all marketing materials shall reflect the same during the Term of this Agreement.

5.5 Community Support. The Company shall be required to donate \$5,000 in support of a City sponsored event or program on an annual basis throughout the Term of this Agreement, commencing during the first calendar year after the calendar year during which the Company received a certificate of occupancy for the Premises. The City will provide advertising and promotion of the Company at City events, as approved by the Company, in recognition of such contribution. This donation shall be required regardless of whether the Company has met its other annual requirements under this Agreement and received funds from the City.

5.7 Certification. The Company must certify annually to the governing body of the City through the City's Director of Economic Development as to its attainment of the stated performance measures described in this Article V by submitting an Annual Compliance Report (Attachment B) by February 1 of each year after the issuance of the certificate of occupancy and continuing until the expiration of the Term.

## **ARTICLE VI TERMINATION**

- 6.1 This Agreement may be terminated upon any one of the following:
- (a) by written agreement of the Parties;
  - (b) expiration of the Term;
  - (c) by either Party if the other Party breaches any material terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof (the "Cure Period") or a reasonably longer period of time not to exceed thirty (30) days so long as the breaching Party commences curative action within such 60-day period and diligently pursues such curative action to a satisfactory completion;
  - (d) by City, if Company suffers an Event of Bankruptcy; and
  - (e) by City, if any impositions owed to the City or the State of Texas by Company shall remain delinquent after the Cure Period; and
  - (f) by Company upon sixty (60) days prior written notice to the City.

6.2 Refund of Grant. In the event the Agreement is terminated by the City pursuant to Section 6.1(c), (d), (e), or (f) a Clawback Event shall have been deemed to occur the Company shall immediately pay the City within sixty (60) days of notice from the City an amount equal to a proportional amount of the grant received by the Company for the applicable tax year when the Clawback Event occurs.

## **ARTICLE VII MISCELLANEOUS**

7.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement cannot be assigned by the Company unless written permission is first granted by the City, which consent shall not be unreasonably withheld, delayed

or conditioned, so long as the Company's assignee agrees to be bound by all terms and conditions of this Agreement.

7.2 It is understood and agreed between the Parties that the Company, in performing its obligations thereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties.

7.3 The Company further agrees that the City, its agents and employees, shall have reasonable rights of access to the Premises as required by law to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, as well as the continuing right, subject to the Company's reasonable security, health and safety requirements, to inspect the Premises up to twice in any year during the Term of this Agreement to ensure that the Premises are maintained, operated, and occupied in accordance with all applicable agreements with the City, provided that with respect to matters concerning this Agreement (i) the City must give the Company reasonable prior written notice no less than two (2) days prior to any such inspection, and (ii) a representative of the Company shall have the right to accompany the agent or employee of the City who is conducting such inspection.

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

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

For City by notice to:

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

For Company by notice to:

Innovative IDM  
Attn: Gene Gray  
1625 Wallace Dr., Suite 110  
Carrollton, TX 75006

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

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

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

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

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

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

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

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

**7.13 THE COMPANY 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 COMPANY'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF THE**

**COMPANY, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE COMPANY 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 COMPANY'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. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

7.14 Nothing contained in this Agreement shall constitute a waiver of the City's governmental immunity.

7.15 This Agreement shall be considered drafted equally by both the City and Company.

**SIGNATURE PAGE(S) FOLLOW**

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

**CITY OF LEWISVILLE, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**COMPANY:**

**INNOVATIVE IDM**

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

Name: \_\_\_\_\_

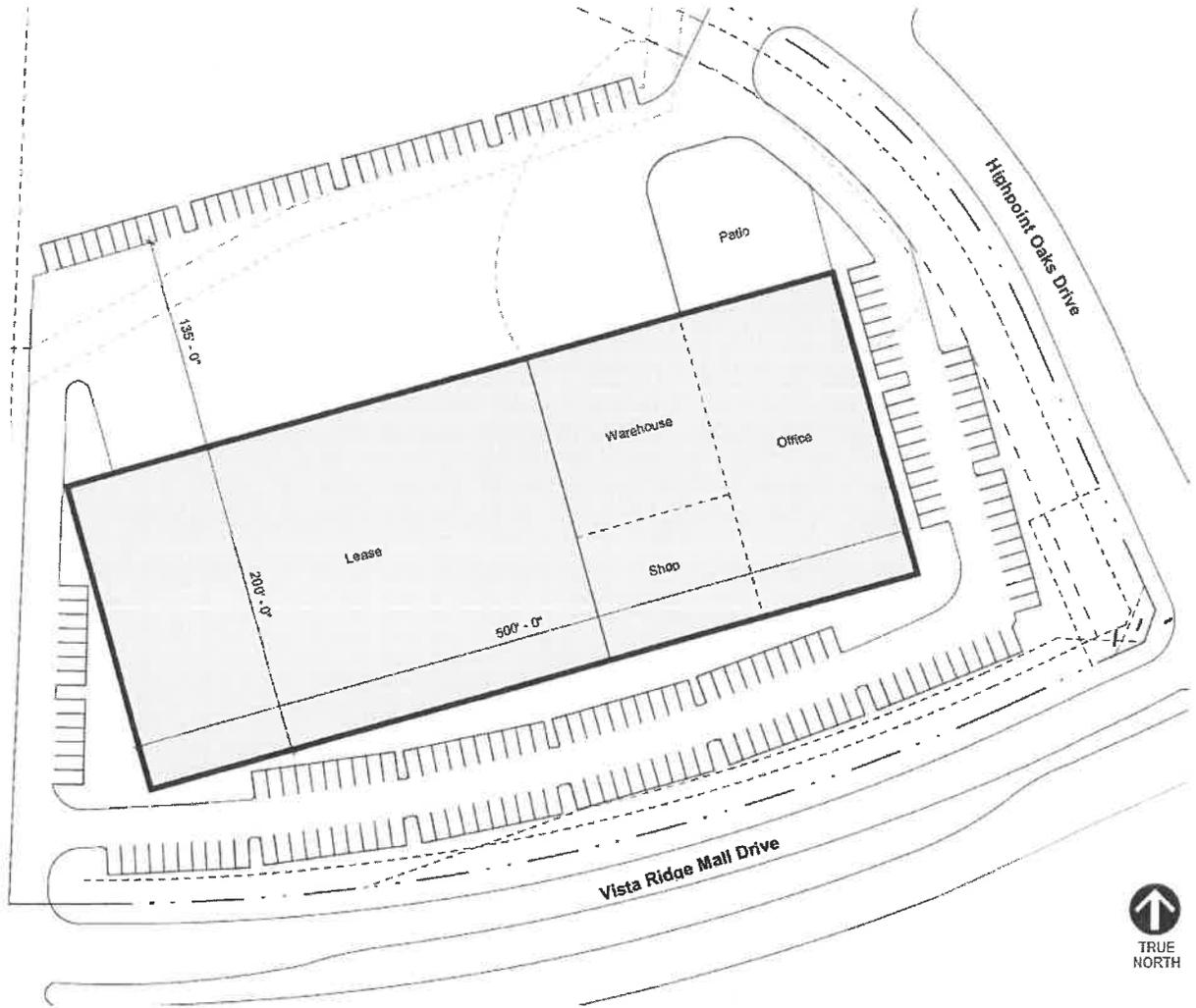
Title: \_\_\_\_\_

*Todd Mueller*

*Todd Mueller*

*Director of Operations*

ATTACHMENT A



ATTACHMENT B  
Compliance Reporting

CITY OF LEWISVILLE  
ANNUAL COMPLIANCE REPORT

Company Name	
Company Address	
Name of Certifying Officer	
Title of Certifying Officer	
Telephone	
Fax	
E-Mail	

**AGREEMENT CONDITIONS**

Capital Investment Value – 1 <sup>st</sup> Year (documentation required)	
Capital Investment Value – Reporting Year (documentation required)	
Date on which Certificate of Occupancy was received	
Donation Amount in Support of a City Sponsored Event or Program Annually	

Membership in the Lewisville Chamber of Commerce N/A  Yes  No

## PROPERTY VALUE

Please list the actual dollar amount for the following:

<b>Current Year Appraised Real Property Value – Land</b>	<b>Current Year Appraised Real Property Value - Improvements</b>
<b>Current Year Appraised Business Property Value – Machine, Equipment, Other BPP</b>	<b>Current Year Appraised Inventory Value</b>

	<b>Property Taxes Paid</b>
<b>Real Property</b>	
<b>Business Personal Property</b>	
<b>Inventory Tax</b>	

## PAYROLL INFORMATION

Please provide a copy of your Quarterly Payroll Report along with the following information:

	<b>Part Time</b>	<b>Full Time</b>
<b>Total Current Employees at End of Reporting Period</b>		
<b>Number of New Employees Added During Reporting Period</b>		
<b>Annual Payroll During Reporting Period</b>		
<b>Average Salary During Reporting Period</b>		

## CONSTRUCTION

Has construction/installation of planned improvements commenced?

N/A  Yes  No

Has construction/installation of planned improvements been completed?

N/A  Yes  No

Construction Dollars Spent This Reporting Period:

## REQUIRED DOCUMENTATION TO BE ATTACHED:

- Quarterly Payroll Report
- Capital Investment supporting documents
- Brief Narrative Highlighting the Progress of the project
- If Applicable, a Statement Addressing any Failure to Meet Requirements of the Economic Development Agreement
- Letter of Request re: The Economic Development Agreement Rebate plus supporting documents

I certify that, to the best of my knowledge, the information and attachments provided herein are true and accurate and in compliance with the terms of the Economic Development agreement with the City of Lewisville.

\_\_\_\_\_  
Signature of Certifying Officer

\_\_\_\_\_  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-343393

Date Filed:  
04/23/2018

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Innovative-IDM, LLC  
Carrollton, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Lewisville

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

05-07-2018  
Economic Development Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Innovative-IDM, LLC	Carrollton, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Todd Mueller, and my date of birth is 1/11/72

My address is 1625 Wallace Dr #110, Carrollton, TX, 75006, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 22nd day of April, 2018.  
(month) (year)

Todd Mueller  
Signature of authorized agent of contracting business entity (Declarant)

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** James Kunke, Community Relations and Tourism Director

**DATE:** May 21, 2018

**SUBJECT: Approval of a Bronze Sculpture in Wayne Ferguson Plaza, as Recommended by the Arts Advisory Board**

### **BACKGROUND**

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

There has long been a desire to place a bronze sculpture of Wayne Ferguson in the public plaza that bears his name. Shortly after his death in 2008, an artist was selected by the Ferguson family and a maquette was created. However, private fundraising efforts stalled and the project was put on hold in 2011. Since then, the original artist has moved out of state and no longer works with bronze.

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

### **ANALYSIS**

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

Iles interviewed family members and community members about Wayne Ferguson and used that input to develop a proposed sculpture carefully designed to honor Ferguson’s passion and vision for Lewisville and his lasting contributions to the community. The bronze will depict Ferguson seated on the wall along the boardwalk, under the shade of a redbud tree and about 30 feet from the gateway off Charles Street. He will be wearing his favorite boots and hat while looking at a map of the plaza. To one side will be a stack of rolled maps, representing the many projects Ferguson brought to Lewisville. On his other side will be a stack of personal items illustrating his life and character, including a saddle blanket, chaps, spurs, and his hand-made buck knife.

Subject: Wayne Ferguson Bronze Sculpture  
May 21, 2018  
Page 2

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

Total cost for the sculpture is set at \$90,000 with a total timeframe of eight to 12 months, which could allow a public dedication ceremony at ColorPalooza 2019.

The proposal was reviewed by the Arts Advisory Board at its May 15 meeting, and the board unanimously voted to recommend City Council approval and funding. The request is for a city match of up to \$50,000 for a total project budget of \$100,000 that will cover any additional installation or site costs, such as lighting or signage. Money is available in the Public Art Project in the CIP.

### **RECOMMENDATION**

It is City staff's recommendation that the City Council approve a bronze sculpture in Wayne Ferguson Plaza, as recommended by the Arts Advisory Board.

# *Alexander L. Buck*

806 Lake Breeze  
Highland Village, TX 75077

May 15, 2018

RE: Wayne Ferguson Statue

To City of Lewisville City Council:

I am writing to request City Council support for a public art project in Wayne Ferguson Plaza.

Sanger artist David Iles has submitted a proposal for life-sized bronze sculpture of former mayor and dedicated Lewisville supporter Wayne Ferguson, for whom the plaza is named. Elements of the sculpture are carefully designed to reflect Wayne's passion and vision for Lewisville and his lasting contributions to our community.

The proposal has been approved by the Ferguson family and reviewed by the Arts Advisory Board. The proposal also is attached to this letter.

Through his studio, Bolivar Bronze, Iles has successfully completed public art projects across Texas, including several in Denton. He has the expertise and experience to provide a quality artwork for Lewisville that honors Wayne Ferguson and enhances the aesthetics and image of Old Town.

The proposed project cost is \$90,000. I already have commitments for one half of the project costs up to \$50,000 toward the project. I ask the City Council to match up to that figure for a total budget of \$100,000 that would cover any installation or site costs.

It is worth noting that a historic sculpture in Wayne Ferguson Plaza is one of the top recommendations in the Public Art Master Plan approved by City Council earlier this year and was included in the Lewisville 2025 vision plan as part of the "Old Town" Big Move. Public input collected during development of both of those plans showed significant support for public art in Wayne Ferguson Plaza.

I encourage the City Council to continue its commitment to revitalization of Old Town, and to honor the contributions of Wayne Ferguson, by financially supporting this exciting project.

Yours truly,



Alex Buck

# WAYNE FERGUSON PLAZA SCULPTURE PROPOSAL

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

## BACKGROUND

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

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

## SCULPTURE

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

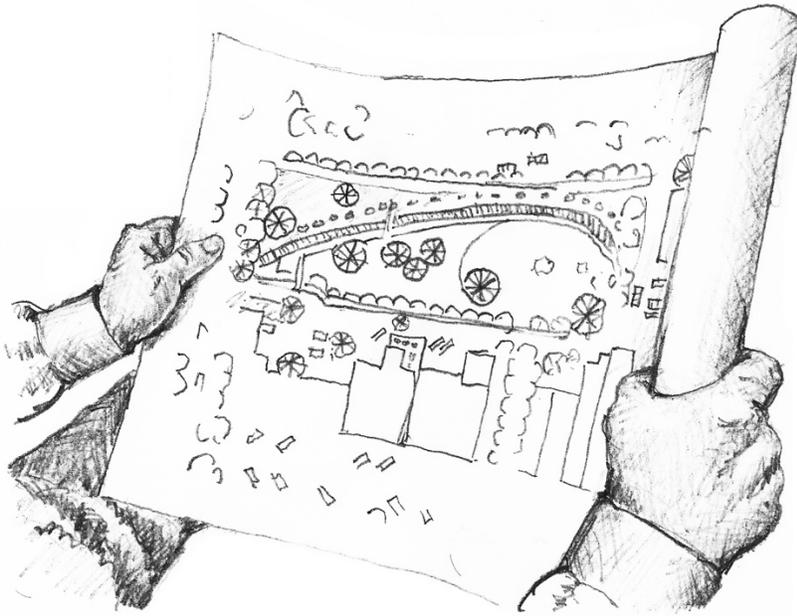
## INTENT

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

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



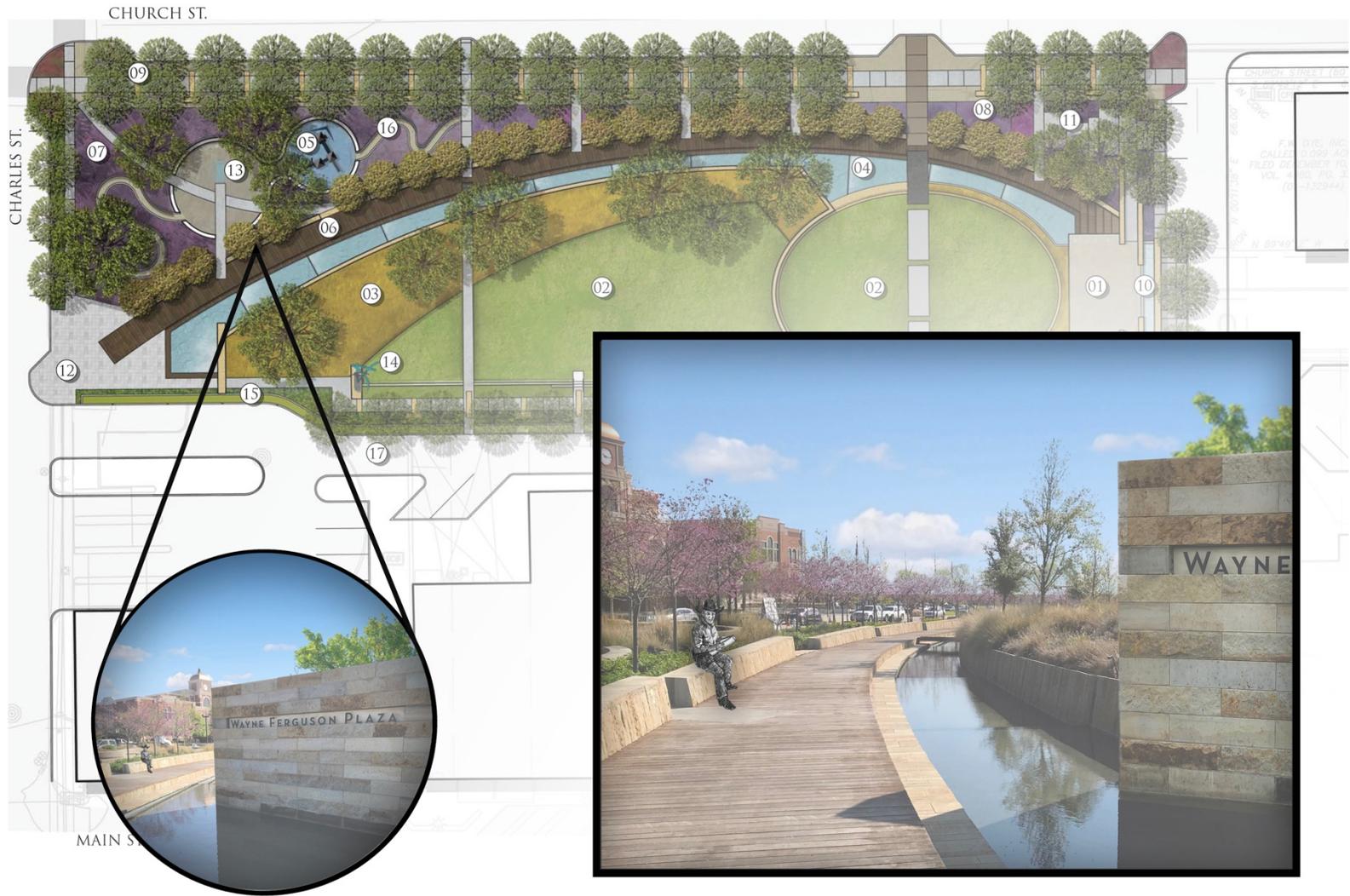
“In the shade of redbud trees, **Wayne Ferguson** sits contentedly studying a map of the plaza built in his name, pausing to smile slyly and glance towards visitors entering the park...”



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



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



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

## PROCESS AND TIMELINE

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

### MAQUETTE

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

### MODELING

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

### CASTING

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

### INSTALLATION

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

## COST ESTIMATE AND PAYMENT SCHEDULE

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

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

### **David Iles**

Bolivar Bronze

(940) 390-9959

[bolivarbronze@gmail.com](mailto:bolivarbronze@gmail.com)

[bolivarbronze.com](http://bolivarbronze.com)



Denise Helbing reported the recent and upcoming activities of the MCL Grand.

**Public Art Discussion About Upcoming Projects:**

**(Agenda Item 4)**

**a. Review Proposal for Wayne Ferguson Plaza Life-Sized Sculpture for Approval to Recommend to Council**

**b. Main and Mill Enhancements – Review of Overall Project Updates and Public Art Options for the Board to Consider Including**

**c. 2018-2019 Public Art Projects – Review of In-Progress Public Art Projects, Board to Discuss and Determine Budget Request if There is Interest in Pursuing Any Additional Projects in the Upcoming Fiscal Year**

---

a. Denise Helbing presented the Wayne Ferguson Plaza Sculpture Proposal to the board for discussion and potential recommendation.

Wayne Ferguson's daughter, Amanda Ferguson, was on site to answer any questions about the proposal and provide information as needed by the board.

\$50,000 has been raised by donor contributions and it is requested that the City match the contributions, not to exceed \$50,000, from the City's public art account.

The life-sized bronze sculpture would be situated atop the retaining wall boardwalk just East of the original proposed location, as to protect the integrity of the patina from potential splash of the chlorinated water.

Due to Mr. Ferguson's ties to the City, and the nature of the sculpture, the board agrees it would be appropriate for the proposed location.

**MOTION:** Upon a motion made by Traci Gardner-Petteway and seconded by Sarah Hicks, the Arts Advisory Board moved to recommend to Council the funding of up to \$50,000 toward the proposed Wayne Ferguson Life-Sized Bronze Sculpture. The motion carried unanimously.

b. The 2017-2018 budget includes \$60,000 for an unspecified public art component as part of the Main & Mill streetscaping project. This was recommended by Todd Bressi as a kickoff project for the Public Art Master Plan adopted by City Council in January. The focal point of the streetscaping project will be the intersection of Main and Mill streets. The board was presented many possibilities; benches, bike racks, and a free-standing work of art.

**MOTION:** Upon a motion made by Traci Gardner-Petteway and seconded by Tona Svoboda, the Arts Advisory Board moved to recommend to Council that the allotted \$60,000 be used in pursuance of functional benches and bike racks, and that the Arts Advisory Board serve as the selection panel for the pieces. The motion carried unanimously.

c. The board discussed whether or not to request to Council that any additional Public Art projects be funded for the 2018-2109 fiscal year.

After reviewing the current, and in-progress, list of Public Art projects, the board concluded that the need for additional staffing was of the utmost importance for advisement to Council.

**MOTION:** Upon a motion made by Sarah Hicks and seconded by Tona Svoboda, the Arts Advisory Board moved to recommend to Council that they move forward with the addition of a Cultural Arts Coordinator as per the Public Art Master Plan proposal. The motion carried unanimously.

**Review of Applications, Discussion and  
Action Regarding Recommendations for  
Arts Funding for FY 2018-2019**

**(Agenda Item 5)**

The board members each submitted their scores for each of the applicants; the numbers were compiled into the scoring spreadsheet for averaging.

The total requested arts grant budget for the fiscal year 2018-2019 is \$183,400, which includes a requested increase of \$15,000 from the previous several years.

*Comments noted about the applicants:*

Greater Lewisville Community Theatre - the organization has a very large cash reserve and is very profitable. The organization is successful and following the protocols, but may not need additional support. \$60,000 in ticket sales were reported. The funding is right where it needs to be.

The board agreed to keep the funding the same as the previous fiscal year.

Christian Youth Theatre - this is the first time the organization has applied for funding, so there is no history with the board. They have requested a significant amount of funding but scored last in the numbers, perhaps due to losing the opportunity to support other HOT organizations. The organization's revenue greatly exceeds its expenses. They visit underprivileged schools, and they have quickly sold out shows at the MCL Grand.

The organization seems eager to be involved, and should be awarded, but should establish a better history with the board. As first time applicants, it was decided they should not receive more funding than organizations with longer tenure, simply because they've asked for more.

The board agreed to award \$7,500 to the organization for its first application fiscal year.

Our Productions Theatre Co - the organization has a very large cash reserve listed in “other”. Only \$10,000 in tickets were reported as sold. The Play Reader’s Club is a new program that is being offered to the community and has supporting documents with multiple letters of recommendation. The board feels they are offering a quality product to youth and future artists. The Town of Flower Mound is already providing adequate funding to the organization.

The board agreed to increase the funding amount from the previous fiscal year.

Actors Conservatory Theatre - the organization copied forward the information from last year’s performances in to this year’s application, and didn’t provide much information. The board agreed the keep the funding the same as the previous fiscal year.

LakeCities Ballet Theatre - the board agreed the keep the funding the same as the previous fiscal year.

Lewisville Civic Chorale - the organization has improved in their advertising and the programming is considering the broader scope of audience. The artistic fees seem to be a high expenditure. They rely heavily on grant funding.

The board agreed to increase the funding amount from the previous fiscal year.

Lewisville Lake Symphony - the budget is reasonable and additional funding could afford the opportunity for more skilled musicians, and the organization could play more familiar music that would interest more people to purchase tickets.

The board agreed to increase the funding amount from the previous fiscal year.

Visual Art League - the board agreed the keep the funding the same as the previous fiscal year.

The Arts Advisory Board requested the organizations be awarded the following grant amounts, based on highest-scoring to lowest-scoring, as outlined below:

LakeCities Ballet Theatre	\$42,000
Lewisville Lake Symphony	\$43,500
Greater Lewisville Community Theatre	\$34,000
Actors Conservatory Theatre	\$33,400
Visual Art League	\$7,500
Our Productions Theatre Co.	\$8,000

Lewisville Civic Chorale	\$7,500
Christian Youth Theatre	\$7,500

**MOTION:** Upon a motion made by Traci Gardner-Petteway and seconded by Tona Svoboda, the board moved to recommend the allocated funding amounts to Council for approval, which includes a \$15,000 increase to the budget. The motion carried unanimously.

**Adjournment**

**(Agenda Item 6)**

**MOTION:** Upon a motion made by Traci Gardner-Petteway and seconded by Tona Svoboda, the board adjourned the meeting of the Arts Advisory Board at 8:25 p.m. The motion carried.

APPROVED:

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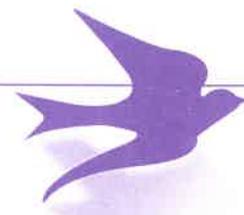
Ken Lannin, Chairman

PREPARED BY:

---

Jill Corbin  
Administrative Assistant, MCL Grand, City of Lewisville

## MEMORANDUM



**LEWISVILLE**

Deep Roots. Broad Wings. Bright Future.

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

**FROM:** Julie Worster, City Secretary

**DATE:** May 10, 2018

**SUBJECT:** **Consideration of Acceptance of Resignation of Debbie Fu From Place No. 7 on the Community Development Block Grant Advisory Committee (CDBG); Declare a Vacancy Exists on the CDBG; and Consideration of an Appointment to Place No. 7 on the CDBG.**

### BACKGROUND

Due to her recent move out of the City of Lewisville, Debbie Fu has advised City staff of her resignation from Place No. 7 on the Community Development Block Grant Advisory Committee. The City Council will need to declare a vacancy and consider a new appointment to fill this vacancy.

### ANALYSIS

The following data sheets of applicants interested in serving on this Committee have been included for City Council review:

- Jocelyn McMurray (2017-2018 Citizen's University Graduate)
- William Shull (2016-2017 Citizen's University Graduate)
- Jim Mustain (2017-2018 Citizen's University Graduate)
- Nneka Cos-Okpalla (2017-2018 Citizen's University Graduate)
- Collen Shaw

### RECOMMENDATION

It is City staff's recommendation that the City Council accept the resignation, declare a vacancy, and consider an appointment as set forth in the caption above.

**Community Development Block Grant Advisory Committee  
Roster/ Terms of Office**



**LEWISVILLE**

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<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
Tamela D. Bowie 1636 Niagara Blvd. Lewisville, TX 75077 214-478-0293 (c) <a href="mailto:tamelabowie@aol.com">tamelabowie@aol.com</a>	Place No. 1	7/02/2007	6/19/2017	6/30/2019
Eric Page 306 Fagg Dr. Lewisville, TX 75057 214-415-0817 (h) <a href="mailto:pagee@gmx.com">pagee@gmx.com</a>	Place No. 2	6/18/2012	6/20/2016	6/30/2018
Sarah McLain 980 Downey Dr. Lewisville, TX 75067 214-557-8837 (c) <a href="mailto:Sarah_Mclain@yahoo.com">Sarah_Mclain@yahoo.com</a>	Place No. 3	9/14/2010	6/19/2017	6/30/2019
Deniese Sheppard 200 Oak Knoll Circle #1713 Lewisville, TX 75067 817-489-4087(c) <a href="mailto:embracemynow@gmail.com">embracemynow@gmail.com</a>	Place No. 4	3/7/2016		6/30/2018
Latashia I. Sherrod 346 Fagg Dr Lewisville, TX 75057 321-277-0438(c) <a href="mailto:Latashia.sherrod@yahoo.com">Latashia.sherrod@yahoo.com</a>	Place No. 5 Chairwoman	6/15/2015	6/19/2017	6/30/2019
Robert Paul 938 Kent Dr. Lewisville, TX 75067 972-221-1421 (h) 214-757-9548 (c) <a href="mailto:ppaulrobert@gmail.com">ppaulrobert@gmail.com</a>	Place No. 6	6/18/2012	6/20/2016	6/30/2018
Debbie Fu 1750 Clarendon Dr. Lewisville, TX 75067 469-733-3760 (c) <a href="mailto:debbie.fu@gmail.com">debbie.fu@gmail.com</a>	Place No. 7 Vice-Chairwoman	1/27/2014	6/19/2017	6/30/2019

----- Forwarded message -----

From: **Debbie** <[debbie.fu@gmail.com](mailto:debbie.fu@gmail.com)>

Date: Thu, Apr 19, 2018 at 3:03 PM

Subject: Re: Resignation

To: Jamey Kirby <[jkirby@cityoflewsville.com](mailto:jkirby@cityoflewsville.com)>

Hi Jamey - It was an honor and a fantastic experience to work with you and everyone on the committee!

Please accept this as my resignation from the CDBG Advisory Board.

Thank you for this opportunity and good luck with the rest of this year's grant review and allocation!

Debbie

On Wed, Apr 19, 2018, 9:03 AM, Kirby, Jamey <[jkirby@cityoflewsville.com](mailto:jkirby@cityoflewsville.com)> wrote:

### City of Lewisville, TX - Boards and Commissions Application

Name: Jocelyn McMurray

Address: 1029 Stanford Lane , Lewisville 75067

E-mail Address: jrnc629@verizon.net

Home Phone: 972-420-4194      Cell Phone: 214-543-4909      Work Phone: NA

Occupation: Retired Project Manager      Employer: Xerox/ATOS

Are you a resident of Lewisville? Yes      Length of Residency: 19 years

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment? No

If yes, explain:

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service? No

If yes, explain:

### Applicate Board Preferences

- |   |                                 |
|---|---------------------------------|
| Arts Advisory Board: 8                    | Park Board: 10                  |
| Animal Services Advisory Committee: 15    | Planning & Zoning Commission: 1 |
| CDBG Advisory Committee: 2                | TIRZ #1: 5                      |
| Lewisville Housing Finance Corporation: 6 | TIRZ #2: 5                      |
| Lewisville Industrial Development Corp: 7 | Zoning Board of Adjustment: 9   |
| Lewisville 2025 Advisory Board: 3         | Oil and Gas Advisory Board: 12  |
| Library Board: 14                         |                                 |
| Lewisville Parks & Library Dev Corp: 13   |                                 |
| Old Town Design Review Committee: 12      |                                 |

### Background

Education: College      College – Course Study: Accounting

Other – explain: MBA

What is your occupational experience? IT Transition Project Management

Areas of Interest: I35 and Transportation

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held: Vice Chair HD 65 - Lewisville ; Precinct Chair 3007

Are you involved in any community activities? Active Lewisville Democrats

**Have you attended one or more meetings of the Boards/Commission/Committee for which you have applied?**

No

**Please write a brief narrative outlining your interests and qualifications for seeking appointment:** I have made a career working with teams understanding problems and working to build solutions. I understand the value of a team.

**What do you hope to accomplish by serving on a Board or Commission?** To better assist my community.

**What else would you like to tell us about yourself?** I am interested and care

### City of Lewisville, TX - Boards and Commissions Application

Name: William A. Shull

Address: 1327 Starlng lane , Lewisville 75077

E-mail Address: wnshull@twc.com

Home Phone: 972-317-6496

Cell Phone: 972-213-2622

Work Phone: 972-317-6496

Occupation: retired

Employer: none

Are you a resident of Lewisville? Yes Length of Residency: 30 years

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment? No

If yes, explain:

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service? No

If yes, explain:

#### Applicate Board Preferences

Arts Advisory Board: 15

Animal Services Advisory Committee: 14

CDBG Advisory Committee: 2

Lewisville Housing Finance Corporation: 3

Lewisville Industrial Development Corp: 5

Lewisville 2025 Advisory Board: 4

Library Board: 13

Lewisville Parks & Library Dev Corp: 12

Old Town Design Review Committee: 6

Park Board: 1

Planning & Zoning Commission: 7

TIRZ #1: 8

TIRZ #2: 8

Zoning Board of Adjustment: 10

Oil and Gas Advisory Board: 11

#### Background

Education: College

College – Course Study: General Business, Finance

Other – explain:

What is your occupational experience? Personal Finance loan officer, inventory manager

Areas of Interest: fiancé and cost control.

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held: Lewisville senior center activity/bus driver, 2025 citizen commission, Park board 2013-current, 2017 Lewisville Citizens University.

Are you involved in any community activities? Senior center, Park board.

**Have you attended one or more meetings of the Boards/Commission/Committee for which you have applied?**

Yes

**Please write a brief narrative outlining your interests and qualifications for seeking appointment:** Current board member, need to see the 2025 Vision completed.

**What do you hope to accomplish by serving on a Board or Commission?** to complete the dedication of the MGC and completion of the Parks Master Plan.

**What else would you like to tell us about yourself?** active in park activities, like to golf.

### City of Lewisville, TX - Boards and Commissions Application

Name: Jim Mustain

Address: 367 Dublin Street , Lewisville 75067

E-mail Address: jmustain@loving-community.net

Home Phone: 214-901-6150      Cell Phone: 214-901-6150      Work Phone: 214-901-6150

Occupation: Neighborhood Advocate/Community Pastor      Employer: Loving Community

Are you a resident of Lewisville? Yes    Length of Residency: 10 years

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment? No

If yes, explain:

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service? No

If yes, explain:

### Applicate Board Preferences

- |   |                                 |
|---|---------------------------------|
| Arts Advisory Board: 10                   | Park Board: 4                   |
| Animal Services Advisory Committee: 7     | Planning & Zoning Commission: 2 |
| CDBG Advisory Committee: 3                | TIRZ #1: 15                     |
| Lewisville Housing Finance Corporation: 8 | TIRZ #2: 15                     |
| Lewisville Industrial Development Corp: 9 | Zoning Board of Adjustment: 12  |
| Lewisville 2025 Advisory Board: 1         | Oil and Gas Advisory Board: 13  |
| Library Board: 11                         |                                 |
| Lewisville Parks & Library Dev Corp: 6    |                                 |
| Old Town Design Review Committee: 5       |                                 |

### Background

Education: College      College – Course Study: Master of Business Administration

Other – explain:

What is your occupational experience? Founder/Executive Director of a Non-Profit, Community Pastor, Neighborhood Advocate, Consultant, Human Resources Manager, Finance/Budgeting

Areas of Interest: Community Involvement, Volunteering, Backpacking Outdoors, Travel, Blogging/Writing

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held: Loving Community - Executive Director - 2014-Present, Forge Dallas - Hub Director 2014-Present, Unite the Church Greater Dallas - Denton County Regional Champion 2014-Present, Rockbrook

Homeowners Assoc - Board President 2013-Present, Lewisville Area Chamber of Commerce - Board of Directors & Leadership Lewisville Steering Committee Chair 2016-Present, Durham Middle School - Community Liaison 2014-2017, Rockbrook Elementary School - Leadership Team 2017-Present

**Are you involved in any community activities?** Yes

**Have you attended one or more meetings of the Boards/Commission/Committee for which you have applied?**

No

**Please write a brief narrative outlining your interests and qualifications for seeking appointment:** Being involved and serving the needs of our community is foundational to how I approach life. That said I have oriented my life and livelihood around bringing resources into play and encouraging others to give back and make our community a better place in which to live, go to school, and to do business.

I have had the opportunity both vocationally and avocationally to use my skills and education in leadership, business, non-profit management, and faith/social services for the better good of our community.

My core desires is to give back to my community in four key areas - non-profit, faith communities, business, and government. To date I have consistent involvement in three of the four with city government being the fourth which I would like to make a contribution.

**What do you hope to accomplish by serving on a Board or Commission?** To join with others in building a strong and life-giving community for people to live, work, and play!

**What else would you like to tell us about yourself?** I am a strong advocate of the City of Lewisville! My wife and I love our community. I have endeavored to learn and grow in my knowledge of the assets and needs in our community via programs like Leadership Lewisville, Citizen's University, and Inside LISD. I would like to find a serving role to help give back and serve our community.

**City of Lewisville, TX - Boards and Commissions Application**

**Name:** Nneka Cos-Okpalla

**Address:** 2204 Campbellcroft Drive , Lewisville 75077

**E-mail Address:** lady2676@gmail.com

**Home Phone:** 214-236-6064

**Cell Phone:** 214-236-6064

**Work Phone:** 214-266-2124

**Occupation:** Pharmacy

**Employer:** Parkland Health and Hospital System

**Are you a resident of Lewisville?** Yes **Length of Residency:** 10 years

**Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment?** No

If yes, explain:

**Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?** No

If yes, explain:

**Applicate Board Preferences**

**Arts Advisory Board:** 8

**Animal Services Advisory Committee:** 7

**CDBG Advisory Committee:** 3

**Lewisville Housing Finance Corporation:** 3

**Lewisville Industrial Development Corp:** 5

**Lewisville 2025 Advisory Board:** 1

**Library Board:** 2

**Lewisville Parks & Library Dev Corp:** 6

**Old Town Design Review Committee:** 4

**Park Board:** 2

**Planning & Zoning Commission:** 10

**TIRZ #1:** 11

**TIRZ #2:** 11

**Zoning Board of Adjustment:** 13

**Oil and Gas Advisory Board:** 14

**Background**

**Education:** College  
Care Management

**College – Course Study:** Medical Microbiology & Immunolgy, Pharmacy, Health

**Other – explain:**

**What is your occupational experience?** Health

**Areas of Interest:** Health, Park and Community

**Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held:** Advisory Board Member, NAPPSA

Active member and lots of service to St. Philips the Apostle Church

Member, Denton Medical Reserve Board

**Are you involved in any community activities?** Heart for Homes and Denton Medical Reserve Corp

**Have you attended one or more meetings of the Boards/Commission/Committee for which you have applied?**

No

**Please write a brief narrative outlining your interests and qualifications for seeking appointment:** will email resume to the above address

**What do you hope to accomplish by serving on a Board or Commission?** Getting to knowing and SERVING the community that I live in

**What else would you like to tell us about yourself?** Very enthusiastic and have passion for things concerning our community and people living in and within surrounding communities

### City of Lewisville, TX - Boards and Commissions Application

Name: colleen shaw

Address: 1531 s state hwy 121 2423, lewisville 75067

E-mail Address: colleenshaw@live.com

Home Phone: 940-442-9864

Cell Phone: 940-442-9864

Work Phone: 940-442-9864

Occupation: delivery driver and volunteer voter registrar

Employer: domino's

Are you a resident of Lewisville? Yes Length of Residency: 7 years

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment? No

If yes, explain:

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service? No

If yes, explain:

### Applicate Board Preferences

Arts Advisory Board:

Animal Services Advisory Committee: 3

CDBG Advisory Committee: 2

Lewisville Housing Finance Corporation:

Lewisville Industrial Development Corp:

Lewisville 2025 Advisory Board: 1

Library Board:

Lewisville Parks & Library Dev Corp:

Old Town Design Review Committee:

Park Board:

Planning & Zoning Commission:

TIRZ #1:

TIRZ #2:

Zoning Board of Adjustment:

Oil and Gas Advisory Board:

### Background

Education: College

College – Course Study: spanish

Other – explain:

What is your occupational experience? cdl driver, voter registrar, precinct chair, call center, logistics, food drive volunteer

Areas of Interest: policy making, civil rights, sustainable urban development, promoting fairness and cats... of course cats =)

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held: intern for the public defender of dallas county fall 2017, precinct chair 2008-2010, election judge 2009, food drive worker 1998-2005

**Are you involved in any community activities?** not yet. i have inquired about joining the state guard as well as foster home opportunities for a cat

**Have you attended one or more meetings of the Boards/Commission/Committee for which you have applied?**  
No

**Please write a brief narrative outlining your interests and qualifications for seeking appointment:** i have studied urban design and sociology in my spare time for 4 years via edx.org. i have studied animal behavior in cats which can help them be adopted faster.

**What do you hope to accomplish by serving on a Board or Commission?** i plan on providing nuanced views on how to make community building not only more fair but designed in a way that promotes the local economy. I would like to provide design ideas based on the latest scientific research for urban planning as well as the other social, economic and environmental impacts.

**What else would you like to tell us about yourself?** i have a strong characteristic of mercy and empathy towards others and animals. i hope to run for state senate one day and use the experience here to enlighten the state to allow for more local control as well as development rather than state political policies conflicting with the needs of municipalities.

## MEMORANDUM



**LEWISVILLE**

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

**FROM:** Julie Worster, City Secretary

**DATE:** May 10, 2018

**SUBJECT:** **Consideration of Acceptance of Resignation of Craig Roberts From Place No. 1 on the Arts Advisory Board; Declare a Vacancy Exists on the Arts Advisory Board; and Consideration of an Appointment to Place No. 1 on the Arts Advisory Board,**

### BACKGROUND

Craig Roberts recently notified the City that he is no longer employed by Medical City Lewisville. As Place No.1 on the Arts Advisory Board is specifically for someone employed by Medical City Lewisville, Mr. Roberts has submitted his resignation. The City Council will need to declare a vacancy and consider a new appointment to fill this vacancy.

### ANALYSIS

Tanya Nguyen who is employed by Medical City Lewisville has submitted her application to serve in Place No. 1 on the Arts Advisory Board.

### RECOMMENDATION

It is City staff's recommendation that the City Council accept the resignation, declare a vacancy, and consider an appointment as set forth in the caption above.



## Arts Advisory Board Roster/Terms of Office

**LEWISVILLE**

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<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
Craig Roberts Medical Center of Lewisville 500 W. Main St. Lewisville, TX 75057 972-390-7175 (c) 972-420-1858 (w) <a href="mailto:craig.roberts@hcahealthcare.com">craig.roberts@hcahealthcare.com</a>	Place No. 1 (Business located in Lewisville)	1/23/2012	6/19/2017	6/30/2019
Al DeBerry 2010 S. Corinth St. #1215 Corinth, TX 76210 CEO, The Hotel Association 214-632-3798 (c) <a href="mailto:Al@thehotelassociation.org">Al@thehotelassociation.org</a>	Place No. 2 (Employed by hotel or other attraction)	3/21/2011	6/20/2016	6/30/2018
Joseph Coburn Lewisville ISD 1397 Oak Hill Circle Lewisville, TX 75067 512-818-3042 (c) 972-350-4760 (w) <a href="mailto:coburnj@lisd.net">coburnj@lisd.net</a>	Place No. 3 (Employed by Institution of Learning in an Art Related field)	6/19/2017		6/30/2019
Sarah Hicks 1637 Glenhill Ln Lewisville, TX 75077 972-353-4674 (h) 469-222-2065 (c) <a href="mailto:Sv_hicks@yahoo.com">Sv_hicks@yahoo.com</a>	Place No. 4	6/20/2016		6/30/2018
Tona F. Svoboda 2101 Lakeview Circle Apt. 220 Lewisville, TX 75057 972-221-2725 (h) 972-966-9079 (c) <a href="mailto:realhairalternatives@gmail.com">realhairalternatives@gmail.com</a>	Place No. 5 (Lewisville Resident)	4/18/2016	6/19/2017	6/30/2019



**Arts Advisory Board  
Roster/Terms of Office**

**LEWISVILLE**

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<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
Dr. Traci L. Gardner-Petteway 1881 Sinclair Court Lewisville, TX 75067 972-420-6353 (h) 214-830-0809 (c) <a href="mailto:DrTraciPetteway@me.com">DrTraciPetteway@me.com</a>	Place No. 6 (Lewisville Resident)	4/18/2016	6/20/2016	6/30/2018
Eric Bowman 1665 Yosemite Dr. Lewisville, TX 75077 817-521-7123 (c) <a href="mailto:hello@velcrokid.com">hello@velcrokid.com</a>	Place No. 7 (Lewisville Resident)	10/16/2017		6/30/2019
Ken Lannin 2328 Balleybrooke Ln. Lewisville, TX 75077 972-317-9568 (h) 972-877-0175 (c) <a href="mailto:k-lannin@raytheon.com">k-lannin@raytheon.com</a>	Place No. 8 (Lewisville Resident) Chairman	1/23/2012	6/20/2016	6/30/2018
Mary Hampton 208 Wildfire Drive Lewisville, TX 75067 972-436-3342 (h) <a href="mailto:mary.hampton@gmail.com">mary.hampton@gmail.com</a>	Place No. 9 (Lewisville Resident) Vice-Chairman	6/19/2017		6/30/2019

## City of Lewisville, TX - Boards and Commissions Application

**Name:** Tanya Nguyen

**Address:** 500 West Main Street , Lewisville 75057

**E-mail Address:** Tanya.Nguyen@MedicalCityHealth.com

**Home Phone:** 469-733-0076

**Cell Phone:** 214-514-7775

**Work Phone:** 972-420-1855

**Occupation:** Healthcare Public Relations & Marketing  
Lewisville

**Employer:** Medical City

**Are you a resident of Lewisville?** No **Length of Residency:** 2 years

**Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment?** No

If yes, explain:

**Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?** No

If yes, explain:

### Applicate Board Preferences

**Arts Advisory Board:** 1

**Animal Services Advisory Committee:**

**CDBG Advisory Committee:**

**Lewisville Housing Finance Corporation:**

**Lewisville Industrial Development Corp:**

**Lewisville 2025 Advisory Board:**

**Library Board:**

**Lewisville Parks & Library Dev Corp:**

**Old Town Design Review Committee:**

**Park Board:**

**Planning & Zoning Commission:**

**TIRZ #1:**

**TIRZ #2:**

**Zoning Board of Adjustment:**

**Oil and Gas Advisory Board:**

### Background

**Education:** College

**College – Course Study:**

**Other – explain:**

**What is your occupational experience?** Six years in healthcare public relations, marketing, and community relations

**Areas of Interest:**

**Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held:** N/A, have not previously held a board or commission position.

**Are you involved in any community activities?** Volunteer for various community organizations and fundraising initiatives

**Have you attended one or more meetings of the Boards/Commission/Committee for which you have applied?**  
No

**Please write a brief narrative outlining your interests and qualifications for seeking appointment:** Fine arts programs were essential to my formative years and is something that I am still very passionate about, and it would be my honor to serve on a board that helps advance the arts in the Lewisville and surrounding communities. As the marketing/community relations representative for a local hospital and community partner, it is my hope to use my skills and knowledge to help identify and recommend a list of arts programs that are likely to help elevate Lewisville as a destination of choice for fine arts entertainment in North Texas.

**What do you hope to accomplish by serving on a Board or Commission?** I hope to help refine and recommend a list of arts programs that will help elevate Lewisville as the destination of choice in North Texas for culture, music, arts and fun experiences.

**What else would you like to tell us about yourself?** The arts hold a special place in my heart; I've played the violin and clarinet, I was in theater and band through high school, I love musicals, art exhibits, and live music.

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Stacie Anaya, Parks and Recreation Director

**DATE:** May 10, 2018

**SUBJECT:** **Appointment of Members to the MGC Naming Committee**

### BACKGROUND

On April 2, 2018 City Council was presented a potential name for the new multigenerational recreation center (MGC). City Council requested staff return with a selection of names for consideration.

### ANALYSIS

City staff is requesting City Council appoint a committee that will work with Brandera to generate name options for the MGC. The committee will consist of two City Council members, two Park Board members, one 2025 Board member and one Youth Action Council member.

Board members who have expressed interest in serving on this committee include: William Shull (Park Board), Cindy Meredith (Park Board), Karen Locke (2025 Board), and Bradley Sykes (Youth Action Council).

All members of the City Council, Park Board, 2025 Board, and Youth Action Council will receive a survey generated by Brandera. These responses will guide Brandera as they develop a fresh list of potential facility names. The committee will meet at least twice to review potential names and narrow the list down to two name options.

Once the top two names are selected by the committee, Brandera will guide the committee members through a process to help develop potential logos and taglines for each name option. Name options will be presented during the City Council work session on July 2, 2018.

### RECOMMENDATION

That the City Council appoint two City Council members, two Park Board members, one 2025 Board member and one Youth Action Council member to serve on the MGC Naming Committee.



**LEWISVILLE**

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Finance Department

**MEMORANDUM**

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

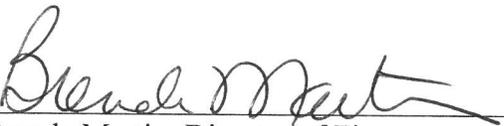
**FROM:** Brenda Martin, Director of Finance  
Clifford J. Howard, Fiscal Services Manager

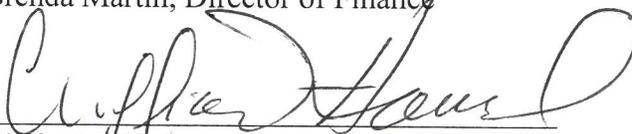
**DATE:** May 16, 2018

**SUBJECT: QUARTERLY INVESTMENT REPORT  
January 1, 2018 – March 31, 2018**

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

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

  
\_\_\_\_\_  
Brenda Martin, Director of Finance

  
\_\_\_\_\_  
Clifford J. Howard, Fiscal Services Manager

Attached is the City's quarterly investment report for the quarter ended March 31, 2018 as required by the Amended Public Funds Investment Act.

The report must:

1. Describe in detail the investment position of the entity on the date of the report.
2. Be prepared jointly by all investment officers of the entity.
3. Be signed by each investment officer of the entity.
4. Contain a summary statement of each pooled group that states the:
  - a. Beginning market value of the reporting period.
  - b. Additions and changes to the market value during the period.
  - c. Ending market value for the period.
5. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
6. State the maturity date of each separately invested asset that has a maturity date.
7. State the account, fund or pooled group fund for which each individual investment was acquired.
8. State the compliance of that investment portfolio as it relates to the investment strategy expressed in the investment policy.

As required, the attached report presents the individual investments by type including par value, book value, i.e. (cost), market values - both beginning and ending, purchase and maturity dates, and rate and yield information.

*Par value* is the value of the investment at the maturity date. In other words, investments held and kept until the maturity date will be redeemed at the par value.

*Cost* is the same as book value and represents the amount the City paid for the investment. It may be at par value, but in most instances, will be at an amount either more or less than par value. This is the result of the investment being purchased either at a premium or discount depending on current interest rate levels on the purchase date compared to the fixed rate of the particular investment.

*Market value* varies inversely with current interest rate levels. Generally, as interest rates increase, the market value of a fixed rate security declines. Conversely, as interest rates decrease, market value of a fixed rate security increases.

*Rate* represents the stated annual rate of return on the investment. The yield rate represents the effective rate of return, taking into account any premium or discount.

The City's investment strategy is safety, liquidity, and yield in that order. Consequently, investments are purchased in a manner whereby cash flow requirements are planned for, and as a result, usually eliminates the need to sell investments to provide cash prior to maturity.

# City of Lewisville, Texas

## Quarterly Investment Report

March 31, 2018

### Report Highlights

- The 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.
- In accordance with Section 2257 of the Texas Local Government Code and the City of Lewisville's Investment Policy, the Investment Committee has approved a change in the form of Collateral from Pledge securities to a Federal Home Loan Bank Letter of Credit (LOC). All funds for the City will continue to be fully collateralized and the LOC may be subsidized by approved Securities should the need arise.
- Agency credit ratings are listed on page two of the report as a method of monitoring security types within the City's portfolio as directed by the Public Funds Investment Act.

### News in the Markets

- The U.S. economy added 103,000 jobs in March. The country hits 90 straight months of employment gains. For the last six months, the jobless rate has stayed at 4.1 percent, a 17-year low. Mark Hamrick, senior economic analyst at Bankrate.com, "It isn't out of the realm of possibilities that we could see a jobless rate as low as 3.5 percent, last seen in 1969.
- The **Texas** unemployment rate for March held steady at 4 percent for the third straight month
- **Fed Funds news** – The FOMC raised the federal funds rate target range 25bp to a 1.50% to 1.75% range, as expected in March meeting. The highest level since 2008. In December 2017 - the Federal Reserve increased its benchmark interest rate by another 0.25% to a range of 1.25% to 1.50%. At this time, two more rate hikes can be expected in 2018.



Portfolio Investment Report  
for Quarter Ending March 31, 2018

**Consolidated Investment Report**

**Cash and Investment Balances**

		Same Quarter Last Year
Cash Balances	\$ 11,990,911.26	\$ 32,423,951.84
TexPool Balance	\$ 21,589,614.77	\$ 40,121,527.25
Other Investment Portfolio Balance	\$ 223,391,295.67	\$ 182,739,148.27
<b>Total Cash, Texpool &amp; Investment Amount</b>	<b>\$ 256,971,821.70</b>	<b>\$ 255,284,627.36</b>

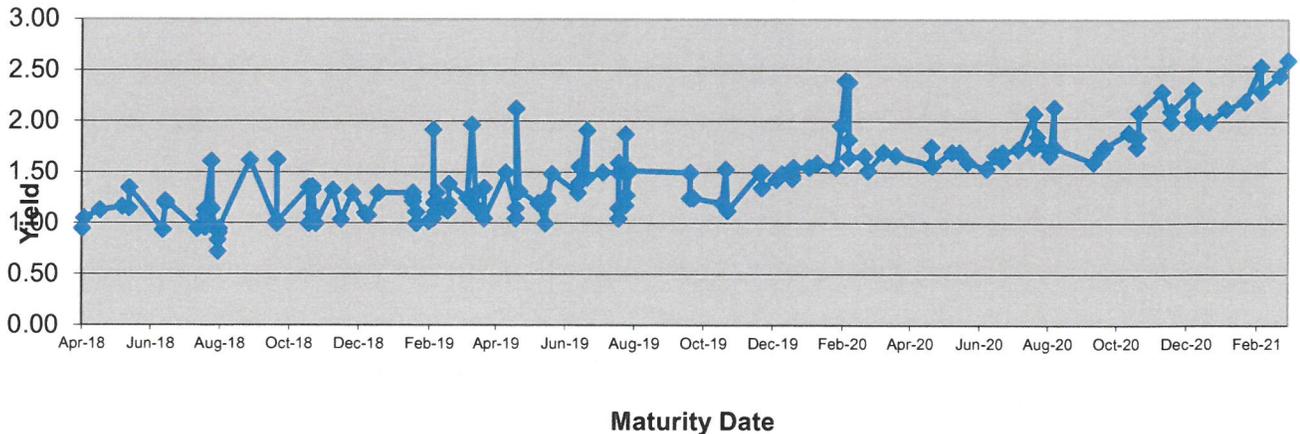
**Investment Yields, Maturities, and Interest**

TexPool Average Quarter Yield	1.38%	0.57%
TexPool End of Qtr Weighted Maturity	29 Days	47 Days
Bank Earned Income Credit	0.65%	0.35%
13 Week Treasury - Benchmark	1.67%	0.74%
Other Investment Average Weighted Yield	1.68%	1.13%
Average Weighted Maturity: Agency / Total	558 / 457 Days	577 / 421 Days
Other Investment Accrued Interest	\$ 662,501.41	\$ 381,781.62

**Outstanding Portfolio (excluding TexPool)**

Distribution by Maturity	Number	Amount	Percent	Market Value
1 to 365 days	61	\$ 77,444,310.52	34.67%	\$ 77,073,464.35
366 to 730 days	53	\$ 76,513,037.20	34.25%	\$ 75,745,940.03
Over 730 days	43	\$ 69,433,947.95	31.08%	\$ 68,700,140.46
<b>Total</b>	<b>157</b>	<b>\$ 223,391,295.67</b>	<b>100.00%</b>	<b>\$ 221,519,544.84</b>

**Interest Rates By Maturity**

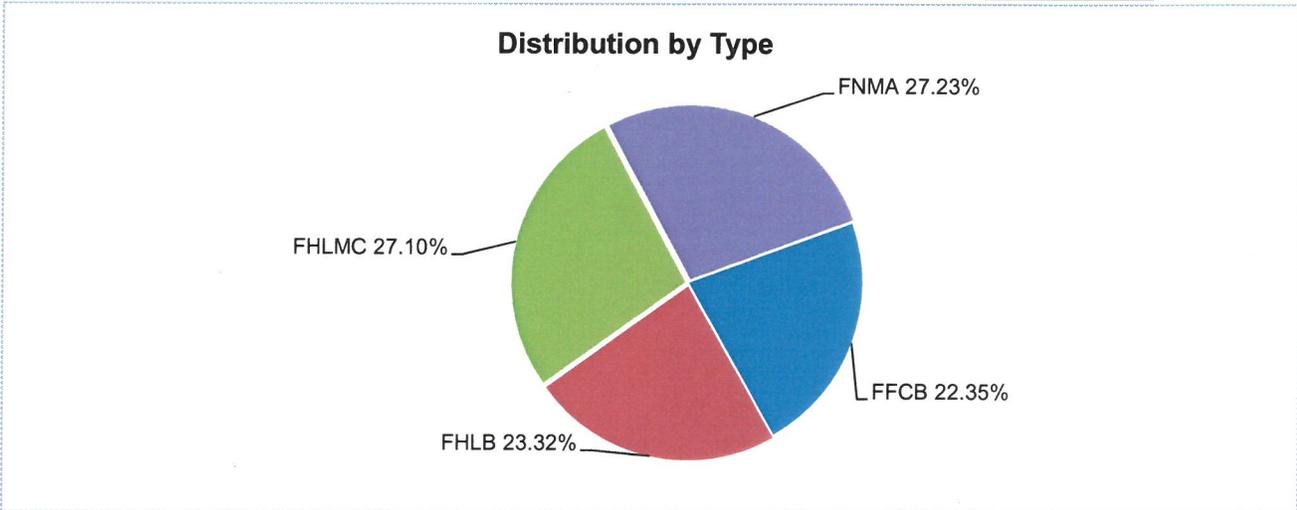




Portfolio Investment Report  
for Quarter Ending March 31, 2018

**Consolidated Investments - continued**

Outstanding Portfolio (excluding TexPool)		Amount	Percent	Market Value
Distribution by Investment type	Number			
Federal Farm Credit Bank	33	\$ 49,924,566.25	22.35%	\$ 49,521,901.90
Federal Home Loan Bank	36	\$ 52,092,962.20	23.32%	\$ 51,709,240.94
Federal Home Loan Mortgage Corp	48	\$ 60,541,874.12	27.10%	\$ 60,039,852.76
Federal National Mortgage Assoc.	40	\$ 60,831,893.10	27.23%	\$ 60,248,549.24
Total	157	\$ 223,391,295.67	100.00%	\$ 221,519,544.84



**Agencies Credit Ratings**

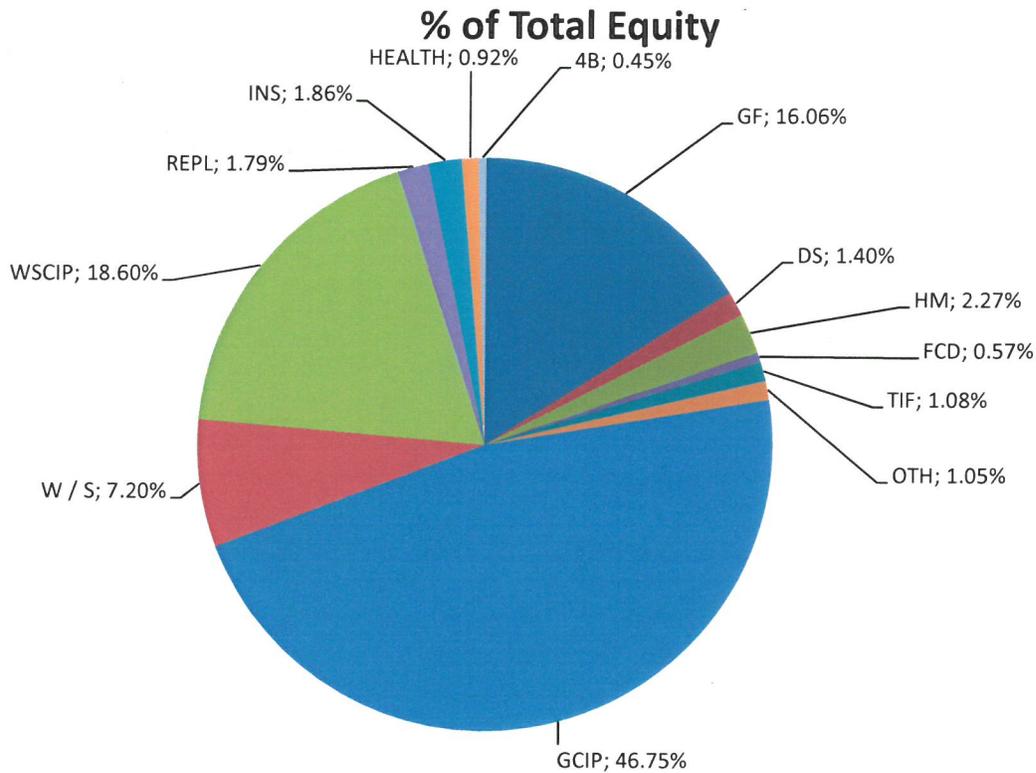
	S & P	Moody's
Federal Farm Credit Bank	AA+	Aaa
Federal Home Loan Bank	AA+	Aaa
Federal Home Loan Mortgage Corp	AA+	Aaa
Federal National Mortgage Assoc.	AA+	Aaa



Portfolio Investment Report  
for Quarter Ending March 31, 2018

**Outstanding Portfolio - Major Funds**

	Chart Key	Equity Balance	% of Total Equity
GENERAL	GF	\$ 41,280,238	16.06%
DEBT SERVICE	DS	\$ 3,603,575	1.40%
HOTEL/MOTEL	HM	\$ 5,824,782	2.27%
FIRE & CRIME DISTRICTS	FCD	\$ 1,461,923	0.57%
TIF & TIRZ	TIF	\$ 2,787,102	1.08%
Funds under 1 million	OTH	\$ 2,695,614	1.05%
G O CIP	GCIP	\$ 120,136,937	46.75%
W&S Operating	W / S	\$ 18,502,816	7.20%
W&S CIP	WSCIP	\$ 47,788,313	18.60%
EQUIP REPLACEMENT	REPL	\$ 4,591,787	1.79%
INSURANCE RISK	INS	\$ 4,775,287	1.86%
HEALTH INS	HEALTH	\$ 2,360,776	0.92%
4-B SALES TAX	4B	\$ 1,162,670	0.45%
<b>Total</b>		<b>\$ 256,971,822</b>	<b>100.00%</b>





Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	995,440.00	\$	997,479.90	\$	991,813.00	\$	(5,666.90)	3136G16V0	12/21/2016	12/26/2018	1.07	1.30012	\$	2,784.93
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	995,120.00	\$	996,457.60	\$	990,428.60	\$	(6,029.00)	3130A8VZ3	2/2/2017	1/25/2019	1.05	1.30035	\$	1,869.86
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	999,202.10	\$	992,129.80	\$	(7,072.30)	3134G8HN2	1/25/2016	1/25/2019	1.26	1.26000	\$	2,243.84
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	998,679.40	\$	991,805.70	\$	(6,873.70)	3136G2WV5	1/29/2016	1/25/2019	1.22	1.22001	\$	2,172.60
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	996,316.90	\$	992,119.50	\$	(4,197.40)	3133EGN7	7/28/2016	1/28/2019	1.11	1.11000	\$	1,885.48
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	995,747.80	\$	989,905.20	\$	(5,842.60)	3134GACU1	10/28/2016	1/28/2019	1.00	1.00014	\$	1,698.63
Federal Home Loan Bank Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,984,952.90	\$	2,973,025.20	\$	(11,927.70)	3130A8XU2	8/8/2016	2/8/2019	1.02	1.02000	\$	4,275.62
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,990,545.40	\$	1,982,252.80	\$	(8,292.60)	3130A8VZ6	8/12/2016	2/12/2019	1.05	1.05000	\$	2,704.11
Federal Home Loan Bank Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,990,545.40	\$	1,982,252.80	\$	(8,292.60)	3130A8VZ6	11/14/2016	2/12/2019	1.05	1.04972	\$	2,704.11
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	999,580.00	\$	999,580.00	\$	996,812.50	\$	(2,767.50)	3130ADNE8	2/12/2018	2/12/2019	1.88	1.91760	\$	2,414.38
Federal Farm Credit bank	\$	1,000,000.00	\$	999,840.00	\$	998,141.00	\$	990,999.20	\$	(7,141.80)	3133EG6Z3	2/13/2017	2/13/2019	1.20	1.20812	\$	1,512.33
Federal Home Loan Mortgage Corp. Note	\$	2,945,000.00	\$	2,945,000.00	\$	2,939,525.24	\$	2,918,492.64	\$	(21,032.60)	3134G9EB9	5/13/2016	2/13/2019	1.20	1.20017	\$	4,453.81
Federal Home Loan Bank Bond	\$	2,200,000.00	\$	2,208,580.00	\$	2,197,373.42	\$	2,181,070.98	\$	(16,302.44)	3133824V2	3/2/2016	2/14/2019	1.25	1.11519	\$	3,390.41
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,999,316.00	\$	1,983,590.80	\$	(15,725.20)	3134GA2X1	2/15/2017	2/15/2019	1.30	1.30000	\$	3,134.25
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	996,554.50	\$	991,100.10	\$	(5,454.40)	3133EFFS0	2/22/2016	2/22/2019	1.15	1.15000	\$	1,165.75
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	996,942.40	\$	989,912.40	\$	(7,030.00)	3130A7XH3	5/25/2016	2/25/2019	1.13	1.12500	\$	1,047.95
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	995,771.70	\$	991,537.80	\$	(4,233.90)	3136G2ZF7	2/26/2016	2/26/2019	1.20	1.20000	\$	1,084.93
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,207.60	\$	998,465.00	\$	(1,742.60)	3136G2ZX8	2/26/2016	2/26/2019	1.00	1.39000	\$	904.11
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	997,467.50	\$	992,084.00	\$	(5,383.50)	3134GAA79	12/14/2016	3/14/2019	1.25	1.25000	\$	582.19
Federal Home Loan Bank Bond	\$	500,000.00	\$	496,697.50	\$	496,697.50	\$	496,206.40	\$	(491.10)	3130AAXX1	1/30/2018	3/18/2019	1.38	1.96658	\$	244.86
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	996,933.70	\$	989,348.00	\$	(7,585.70)	3136G3B07	3/22/2016	3/22/2019	1.15	1.15000	\$	283.56
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	996,996.00	\$	991,804.90	\$	(5,191.10)	3136G3BB5	3/22/2016	3/22/2019	1.30	1.30000	\$	320.55
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	998,395.20	\$	990,312.80	\$	(8,082.40)	3134G9SB4	6/22/2016	3/29/2019	1.35	1.35000	\$	73.97
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	995,247.00	\$	991,270.00	\$	(3,977.00)	3134GANF7	9/29/2016	3/29/2019	1.05	1.05000	\$	57.53
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	994,006.70	\$	(5,993.30)	3130ACJF2	10/18/2017	4/17/2019	1.50	1.48990	\$	6,780.82
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	995,450.50	\$	990,691.60	\$	(4,758.90)	3130A8UK7	7/26/2016	4/26/2019	1.15	1.15015	\$	4,915.07
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	994,782.70	\$	990,159.20	\$	(4,623.50)	3134GACX5	10/26/2016	4/26/2019	1.05	1.05000	\$	4,487.67
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	990,081.00	\$	990,081.00	\$	990,118.70	\$	37.70	3135G0K28	3/1/2018	4/26/2019	1.25	2.12500	\$	1,027.40
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	996,659.80	\$	991,022.80	\$	(5,637.00)	3136G0P5	1/30/2017	4/29/2019	1.20	1.31622	\$	10,060.27
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	999,788.20	\$	998,631.40	\$	(1,156.80)	3134GBLF7	5/16/2016	5/16/2019	1.20	1.20000	\$	4,438.36
Federal Home Loan Mortgage Assn. Bond	\$	1,000,000.00	\$	998,750.00	\$	995,844.10	\$	990,484.20	\$	(5,359.90)	3134G9NL7	5/22/2017	5/22/2019	1.00	1.00000	\$	3,534.25
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	994,948.60	\$	989,860.50	\$	(5,088.10)	3136G3ML6	5/31/2016	5/24/2019	1.18	1.22282	\$	4,105.75
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	998,250.00	\$	998,250.00	\$	990,428.10	\$	(7,821.90)	3130ABF92	5/24/2016	5/24/2019	1.13	1.25000	\$	15,164.38
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,995,152.20	\$	1,982,246.00	\$	(12,906.20)	3136G3RC0	10/18/2017	5/28/2019	1.38	1.48500	\$	4,633.56
Federal Home Loan Bank Bond	\$	500,000.00	\$	497,475.00	\$	497,475.00	\$	495,181.00	\$	(2,294.00)	3130A8D26	6/20/2016	6/20/2019	1.30	1.30000	\$	8,476.71
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	997,349.30	\$	990,279.40	\$	(7,069.90)	3136G3RM9	10/19/2017	6/21/2019	1.25	1.55678	\$	1,712.33
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	991,000.00	\$	991,000.00	\$	990,742.10	\$	(257.90)	3134G9SL2	6/21/2016	6/21/2019	1.40	1.40000	\$	3,835.62
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	999,474.80	\$	992,055.40	\$	(7,418.40)	3134GBV4	12/29/2017	6/28/2019	1.30	1.91280	\$	3,276.71
Federal Farm Credit bank	\$	1,000,000.00	\$	991,650.00	\$	992,711.20	\$	987,082.40	\$	(5,628.80)	3133EGJCT	6/30/2017	6/28/2019	1.45	1.45000	\$	3,694.52
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	999,916.50	\$	991,917.10	\$	(7,999.40)	3134GBWFP3	7/26/2017	7/26/2019	1.50	1.50000	\$	2,307.95
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	992,534.90	\$	(7,465.10)	3134GBV55	10/18/2017	7/26/2019	1.60	1.59420	\$	2,630.14
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	992,534.90	\$	(7,465.10)	3134GBV55	10/18/2017	7/26/2019	1.60	1.59420	\$	2,805.48

Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	991,396.60	\$	986,137.70	\$	(5,258.90)	3136G3R56	7/26/2016	7/26/2019	1.05	1,05000	\$	1,841.10
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	994,121.30	\$	988,032.20	\$	(6,089.10)	3136G3U29	7/29/2016	7/26/2019	1.15	1,15000	\$	2,016.44
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	994,200.75	\$	987,544.60	\$	(6,656.15)	3133EGPD1	8/1/2016	8/1/2019	1.18	1,18000	\$	1,875.07
Federal Farm Credit bank	\$	3,000,000.00	\$	3,000,000.00	\$	2,982,602.70	\$	2,962,633.80	\$	(19,968.90)	3133EGPD1	8/1/2016	8/1/2019	1.18	1,18000	\$	5,625.21
Federal Farm Credit bank	\$	1,000,000.00	\$	994,000.00	\$	994,000.00	\$	987,544.60	\$	(6,455.40)	3133EGPD1	10/18/2017	8/1/2019	1.18	1,18000	\$	1,875.07
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	990,260.00	\$	990,260.00	\$	987,132.30	\$	(3,127.70)	3137EADK2	12/29/2017	8/1/2019	1.25	1,25000	\$	1,986.30
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	999,500.00	\$	995,509.20	\$	988,553.40	\$	(6,955.80)	3136G3K38	11/15/2016	8/2/2019	1.26	1,27863	\$	1,967.67
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	988,600.00	\$	988,600.00	\$	982,264.70	\$	(6,335.30)	3130A8Y72	10/18/2017	8/5/2019	0.88	1,52020	\$	1,294.52
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	999,316.20	\$	990,060.70	\$	(9,255.50)	3130ABJH0	6/27/2017	9/27/2019	1.50	1,50000	\$	164.38
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	1,996,060.00	\$	1,985,753.80	\$	1,972,069.00	\$	(13,684.80)	3135G0Q30	11/15/2016	9/27/2019	1.18	1,25005	\$	258.53
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,988,317.20	\$	1,972,529.40	\$	(15,787.80)	3135G0P98	9/30/2016	9/30/2019	1.25	1,25000	\$	68.49
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	993,024.30	\$	984,558.00	\$	(8,466.30)	3136G4DZ3	10/25/2016	10/25/2019	1.20	1,20000	\$	5,161.64
Federal National Mortgage Assn. Bond	\$	1,700,000.00	\$	1,691,755.00	\$	1,690,772.57	\$	1,675,496.20	\$	(15,276.37)	3135G0U95	1/25/2017	10/28/2019	1.35	1,53000	\$	9,683.01
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,983,549.80	\$	1,967,781.40	\$	(15,768.40)	3136G4EE9	10/28/2016	10/30/2019	1.13	1,12497	\$	9,369.86
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,118.40	\$	988,669.20	\$	(11,449.20)	3134G4E1	2/27/2017	11/27/2019	1.50	1,50026	\$	5,095.89
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	1,997,272.20	\$	1,975,729.00	\$	(21,543.20)	3133EGM77	11/29/2016	11/29/2019	1.50	1,50000	\$	10,027.40
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	1,991,774.60	\$	1,972,496.00	\$	(19,278.60)	3136G4HF3	11/29/2016	11/29/2019	1.35	1,35000	\$	9,024.66
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,580.00	\$	997,494.20	\$	987,504.00	\$	(9,990.20)	3133EGT88	12/1/2016	12/1/2019	1.45	1,43018	\$	4,330.14
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	996,000.00	\$	993,172.80	\$	983,921.00	\$	(9,251.80)	313381E24	12/19/2016	12/17/2019	1.35	1,48706	\$	3,846.58
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,750.00	\$	998,427.40	\$	987,646.50	\$	(10,780.90)	3134G3L73	4/27/2017	12/26/2019	1.50	1,47129	\$	3,904.11
Federal Home Loan Mortgage Corp. Note	\$	500,000.00	\$	500,700.00	\$	499,213.70	\$	493,823.25	\$	(5,390.45)	3134G3L73	7/17/2017	12/26/2019	1.50	1,44145	\$	1,952.05
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	999,199.80	\$	987,800.80	\$	(11,399.00)	3134GBVU3	6/30/2017	12/27/2019	1.55	1,55000	\$	3,991.78
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	999,199.80	\$	987,800.80	\$	(11,399.00)	3134GBXG2	6/30/2017	12/27/2019	1.55	1,55000	\$	3,991.78
Federal Farm Credit bank	\$	3,000,000.00	\$	3,000,000.00	\$	2,998,230.60	\$	2,964,198.90	\$	(34,031.70)	3133EG3J2	1/10/2017	1/10/2020	1.55	1,55000	\$	10,191.78
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	1,994,760.00	\$	1,995,648.00	\$	1,972,002.20	\$	(23,645.80)	3137EAE5	1/20/2017	1/17/2020	1.50	1,59001	\$	6,000.00
Federal National Mortgage Assn. Bond	\$	3,000,000.00	\$	3,000,000.00	\$	2,997,114.30	\$	2,961,663.00	\$	(35,451.30)	3133EG6C4	2/3/2017	2/3/2020	1.55	1,55000	\$	7,134.25
Federal Home Loan Bank Bond	\$	2,910,000.00	\$	2,912,386.20	\$	2,912,386.20	\$	2,896,003.48	\$	(16,382.72)	3136FTB73	12/29/2017	2/7/2020	2.00	1,95970	\$	8,291.51
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	994,930.00	\$	994,930.00	\$	995,960.60	\$	1,030.60	3130ADN82	3/21/2018	2/11/2020	2.13	2,40050	\$	582.19
Federal Farm Credit bank	\$	2,000,000.00	\$	1,996,500.00	\$	1,996,500.00	\$	1,976,442.80	\$	(20,057.20)	3133EHR70	11/22/2017	2/14/2020	1.74	1,82089	\$	4,290.41
Federal Farm Credit bank	\$	1,000,000.00	\$	994,190.00	\$	994,190.00	\$	996,297.30	\$	2,107.30	3133EJCN7	3/21/2018	2/14/2020	2.07	2,38450	\$	567.12
Federal National Mortgage Assn. Bond	\$	5,000,000.00	\$	5,000,000.00	\$	5,004,694.00	\$	4,943,122.00	\$	(61,572.00)	3136G4KW2	2/14/2017	2/14/2020	1.65	1,65000	\$	10,171.23
Federal National Mortgage Assn. Bond	\$	2,000,000.00	\$	2,000,000.00	\$	2,001,665.20	\$	1,976,836.80	\$	(24,828.40)	3136G4LV3	2/28/2017	2/28/2020	1.66	1,66000	\$	2,819.73
Federal Farm Credit bank	\$	2,000,000.00	\$	2,000,000.00	\$	1,996,512.40	\$	1,971,284.20	\$	(25,228.20)	3133EHBAD	3/2/2017	3/2/2020	1.52	1,52000	\$	2,415.34
Federal Farm Credit bank	\$	1,000,000.00	\$	1,000,000.00	\$	1,002,591.70	\$	988,537.90	\$	(14,053.80)	3133EHC50	3/16/2017	3/16/2020	1.70	1,70000	\$	698.63
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	2,002,587.00	\$	1,975,121.40	\$	(27,465.60)	3134GBAB8	3/27/2017	3/27/2020	1.67	1,67000	\$	366.03
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,999,651.40	\$	1,966,261.80	\$	(31,389.60)	3134GBHX3	4/27/2017	4/27/2020	1.58	1,58000	\$	13,419.18
Federal National Mortgage Assn. Bond	\$	1,600,000.00	\$	1,596,912.00	\$	1,595,471.68	\$	1,573,300.00	\$	(22,171.68)	3134GBVY8	7/27/2017	4/27/2020	1.75	1,75000	\$	7,431.51
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,000.00	\$	986,927.60	\$	(13,072.40)	3136G2GR2	4/26/2017	4/28/2020	1.50	1,56598	\$	10,126.03
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	1,999,651.40	\$	1,966,261.80	\$	(31,389.60)	3130ACN83	10/30/2017	5/15/2020	1.70	1,69979	\$	6,334.25
Federal National Mortgage Assn. Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,000,244.40	\$	987,202.00	\$	(13,042.40)	3134GBPB2	5/30/2017	5/22/2020	1.70	1,70005	\$	6,008.22
Federal Home Loan Bank Bond	\$	1,000,000.00	\$	1,000,000.00	\$	1,001,988.80	\$	986,704.50	\$	(15,284.30)	3134GBP2	10/18/2017	5/22/2020	1.71	1,69820	\$	12,087.12
Federal Home Loan Mortgage Corp. Note	\$	2,000,000.00	\$	2,000,000.00	\$	2,000,000.00	\$	1,971,686.40	\$	(28,313.60)	3134GBP0	10/18/2017	5/22/2020	1.71	1,69820	\$	12,087.12
Federal Home Loan Mortgage Corp. Note	\$	1,000,000.00	\$	1,000,000.00	\$	999,331.60	\$	983,715.00	\$	(15,616.60)	3134GBRJ3	5/30/2017	5/29/2020	1.60	1,60001	\$	5,347.95

Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,995,595.00	\$ 1,965,661.00	\$ (29,934.00)	3133EHNK5	6/15/2017	6/15/2020	1.54	1,54000	\$ 8,944.66
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,880.10	\$ 984,180.60	\$ (14,699.50)	3133EHPP9	6/22/2017	6/22/2020	1.67	1,67000	\$ 4,529.59
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,774.80	\$ 983,535.30	\$ (16,239.50)	3134GBUG5	6/29/2017	6/29/2020	1.63	1,62500	\$ 4,229.45
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,331.50	\$ 984,626.10	\$ (14,705.40)	3134GBVT6	6/30/2017	6/29/2020	1.70	1,70000	\$ 4,284.93
Federal Farm Credit bank	\$ 1,000,000.00	\$ 985,600.00	\$ 985,600.00	\$ 971,849.00	\$ (13,751.00)	3133EGLB9	10/18/2017	7/13/2020	1.19	1,73090	\$ 2,510.41
Federal Farm Credit bank	\$ 1,000,000.00	\$ 981,000.00	\$ 981,000.00	\$ 975,945.80	\$ (5,054.20)	3133EGNK7	12/29/2017	7/27/2020	1.32	2,08070	\$ 2,278.36
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,003,637.40	\$ 1,971,881.80	\$ (31,755.60)	3134GBYR7	7/27/2017	7/27/2020	1.75	1,75000	\$ 6,041.10
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 990,710.00	\$ 990,710.00	\$ 979,434.50	\$ (11,275.50)	3135GOT60	11/22/2017	7/30/2020	1.50	1,85548	\$ 2,465.75
Federal Farm Credit bank	\$ 1,000,000.00	\$ 998,080.00	\$ 998,080.00	\$ 982,928.00	\$ (15,152.00)	3133EHUE1	10/18/2017	8/10/2020	1.65	1,72000	\$ 2,215.07
Federal National Mortgage Assn. Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,920.10	\$ 2,947,020.60	\$ (53,899.50)	3136GANU3	8/10/2017	8/10/2020	1.67	1,67000	\$ 6,725.75
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,720.00	\$ 1,000,720.00	\$ 995,606.80	\$ (5,113.20)	3130ADGLO	2/13/2018	8/14/2020	2.17	2,14030	\$ 2,734.79
Federal National Mortgage Assn. Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,999,883.00	\$ 2,953,999.50	\$ (45,883.50)	3136GANT6	8/14/2017	8/14/2020	1.75	1,75000	\$ 6,472.60
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,110.10	\$ 981,349.80	\$ (16,760.30)	3130ACD92	9/18/2017	9/18/2020	1.60	1,60000	\$ 569.86
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,999,850.20	\$ 1,966,908.80	\$ (32,941.40)	3133EHZV8	9/25/2017	9/25/2020	1.70	1,70000	\$ 558.90
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,419.80	\$ 1,977,151.20	\$ (24,268.60)	3136GAPK3	9/28/2017	9/28/2020	1.75	1,75000	\$ 287.67
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 996,000.00	\$ 996,000.00	\$ 988,491.00	\$ (7,509.00)	3130ACHC0	11/22/2017	10/19/2020	1.75	1,89179	\$ 6,184.93
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,976,919.60	\$ (23,080.40)	3136GAPP2	10/26/2017	10/26/2020	1.75	1,75000	\$ 14,958.90
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 988,461.90	\$ (11,538.10)	3136GAPW7	10/27/2017	10/27/2020	1.85	1,85000	\$ 7,856.16
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 983,920.00	\$ 983,920.00	\$ 975,368.80	\$ (8,551.20)	3135GQO97	12/29/2017	10/28/2020	1.50	2,08770	\$ 3,780.82
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 1,977,400.00	\$ 1,977,400.00	\$ 1,972,768.80	\$ (4,631.20)	3137ENK1	2/5/2018	11/17/2020	1.88	2,29591	\$ 5,547.95
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,973,686.00	\$ (26,314.00)	3130ACV66	11/30/2017	11/25/2020	2.00	2,00000	\$ 13,260.27
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 997,050.00	\$ 997,050.00	\$ 986,843.00	\$ (10,207.00)	3130ACV66	12/29/2017	11/25/2020	2.00	2,10500	\$ 5,041.10
Federal Home Loan Bank Bond	\$ 945,000.00	\$ 936,929.70	\$ 936,929.70	\$ 933,720.86	\$ (3,208.84)	3130ACUL6	2/2/2018	12/14/2020	2.00	2,30919	\$ 2,951.51
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 988,064.40	\$ (11,935.60)	3134GB4Q2	12/14/2017	12/14/2020	2.00	2,00000	\$ 5,863.01
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 998,000.00	\$ 998,000.00	\$ 988,064.40	\$ (9,935.60)	3134GB4Q2	12/29/2017	12/14/2020	2.00	2,06990	\$ 5,041.10
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 987,482.30	\$ (12,517.70)	3130ACVY7	12/15/2017	12/15/2020	2.05	2,05000	\$ 5,953.42
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,977,598.40	\$ (22,401.60)	3134GB5E8	12/28/2017	12/28/2020	2.00	2,00000	\$ 10,191.78
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,984,839.60	\$ (15,160.40)	3130ADBE4	1/1/2018	1/1/2021	2.13	2,12500	\$ 9,082.19
Federal Home Loan Bank Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,975,328.90	\$ (24,671.10)	3130ADC26	1/29/2018	1/29/2021	2.20	2,20000	\$ 11,030.14
Federal Farm Credit bank	\$ 1,000,000.00	\$ 994,720.00	\$ 994,720.00	\$ 998,041.50	\$ 3,321.50	3133EJCE7	3/21/2018	2/12/2021	2.35	2,54009	\$ 643.84
Federal Home Loan Bank Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,981,043.60	\$ (18,956.40)	3130ADFA5	2/12/2018	2/12/2021	2.30	2,30000	\$ 8,884.93
Federal Home Loan Bank Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,981,043.60	\$ (18,956.40)	3130ADFA5	2/12/2018	2/12/2021	2.30	2,30000	\$ 8,884.93
Federal Home Loan Bank Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,981,043.60	\$ (18,956.40)	3130ADFA5	2/12/2018	2/12/2021	2.30	2,30000	\$ 8,884.93
Federal Home Loan Bank Bond	\$ 3,000,000.00	\$ 2,995,500.00	\$ 2,995,500.00	\$ 2,981,043.60	\$ (14,456.40)	3130ADFA5	2/12/2018	2/12/2021	2.30	2,30000	\$ 8,884.93
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,001,406.25	\$ 1,001,406.25	\$ 1,002,135.70	\$ 729.45	3133EJEM7	3/5/2018	3/1/2021	2.50	2,45086	\$ 1,780.82
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,998,274.80	\$ (1,725.20)	3133EJFJ3	3/8/2018	3/8/2021	2.60	2,60000	\$ 3,276.71
Sub-Total	\$ 223,660,000.00	\$ 223,391,295.67	\$ 223,100,748.79	\$ 221,519,544.84	\$ (1,581,203.95)						\$ 662,501.41

TexPool 21,589,614.77