



# 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.



Click on the item you would like to view, and it will appear in the window to the right.

**A G E N D A**

**LEWISVILLE CITY COUNCIL MEETING  
AUGUST 3, 2015**

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

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

Call to Order and Announce a Quorum is Present.

**WORKSHOP SESSION - 5:45 P.M.**

- A. G.O. Bond Program
- B. Discussion of Regular Agenda Items and Consent Agenda Items

**REGULAR SESSION - 7:00 P.M.**

- A. **INVOCATION:** Councilman Vaughn
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:**  
Mayor Pro Tem Ferguson
- C. **PRESENTATION:** Life Saving Award to Detention Officers William O'Hare and Arnulfo Rios
- D. **PUBLIC HEARINGS:**
  - 1. **Public Hearing:** Consideration of an Ordinance Granting a Special Use Permit (SUP) for a Gasoline Service Station on a 1.019-Acre Tract of Land Legally Described as a Portion of Lot 3, Block B, Austin Ranch West; Located on the Southwest Corner of Plano Parkway and Tittle Drive and Zoned Light Industrial (LI) District, Requested by the Billingsley Company, the Property Owner (Case No. SUP-2015-07-07).

**AGENDA  
LEWISVILLE CITY COUNCIL  
AUGUST 3, 2015**

**ADMINISTRATIVE COMMENTS:**

The proposed gas station and associated convenience store will consist of a 100% stone exterior with stone columns supporting the canopy covering the gas pump islands. Landscaping along Plano Parkway and Tittle Drive will be in the form of grass, trees and shrubs within a landscape strip ranging from 25 feet to 40 feet in width, which exceeds the minimum 10-foot requirement. Interior landscaping provided also exceeds minimum requirements. Signage will meet all sign requirements. Monument signs will be used in lieu of pole signs. The Planning and Zoning Commission recommended unanimous approval of the SUP by a vote of 6-0 at their meeting on July 7, 2015.

**RECOMMENDATION:**

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

**PRESENTATION:** Nika Reinecke, Dir. of Economic Development / Planning  
Kofi Addo, CEI Engineering Associates, Inc.

2. **Public Hearing: Consideration of a Resolution Authorizing the Adoption of the Community Development Block Grant (CDBG) 2015 Annual Action Plan; Authorization for the City Manager to Submit the Plan to the U.S. Department of Housing and Urban Development; and Acknowledge Receipt of the Recommended FY 2015-2016 City Social Service Agency Fund Budget of \$170,000 From the CDBG Advisory Committee.**

**ADMINISTRATIVE COMMENTS:**

An Annual Action Plan must be submitted to the U.S. Dept. of Housing and Urban Development (HUD) by August 16 as a requirement to receive Community Development Block Grant (CDBG) funds of \$616,796 in FY 2015-2016. The plan has been developed following priorities set by the 2012 Consolidated Plan and findings from the 2012 Community Needs Assessment. It includes amendments using \$48,000 in prior year funds and establishing a new Target Reinvestment Neighborhood. The CDBG Advisory Committee reviewed applications submitted by non-profit agencies and City Departments for projects that address HUD national objectives as well as for the City Social Service Agency Fund. At their June 16, 2015 meeting, the Committee, by a vote of 5-0, recommended a draft budget which has been incorporated into the Action Plan. The Plan was made available for a 30 day Public Comment period from July 3, 2015 through August 3, 2015.

**AGENDA  
LEWISVILLE CITY COUNCIL  
AUGUST 3, 2015**

**RECOMMENDATION:**

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

- E. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.
- F. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
3. **APPROVAL OF MINUTES:** City Council Minutes of the July 20, 2015, Workshop Session and Regular Session.
4. **Approval of a Resolution Authorizing a City Social Service Agency Fund Agreement Between the City of Lewisville and Communities In Schools; and Authorization for City Officials to Execute the Agreements.**

**ADMINISTRATIVE COMMENTS:**

Empowering America's Future (EAF), an agency funded from the City Social Service Agency Fund for Fiscal Year 2014-15, was not able to fulfill the terms of its contract. EAF acknowledged that they would not be able to spend the \$4,500 grant funds for services this year. The CDBG Advisory Committee, in a meeting on June 16, 2015, recommended re-allocating the funds to Communities In Schools.

**RECOMMENDATION:**

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

**AGENDA  
LEWISVILLE CITY COUNCIL  
AUGUST 3, 2015**

- 5. Approval of a Professional Services Agreement With Halff Associates, Inc., for Professional Services in Connection With the Design of Garden Ridge Trail Construction Documentation in the Amount of \$278,350; and Authorization for the City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

The North Central Texas Council of Governments Regional Transportation Council approved the 4.2 mile Garden Ridge Trail Grant and the City must proceed with the design. Halff Associates Inc., will perform professional services in connection with the design of Garden Ridge Trail Construction Documentation.

**RECOMMENDATION:**

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

- 6. Approval of a Contract Between the City of Lewisville and Sawko & Burroughs, P.C., Attorneys at Law for the Collection of Delinquent Taxes; and Authorization for the City Manager to Execute the Contract.**

**ADMINISTRATIVE COMMENTS:**

On June 7, 2010, the City of Lewisville and the law firm of Sawko & Burroughs, P.C., Attorneys at Law entered into a contract for the collection of delinquent taxes. That contract was for a period of three years with an option to renew for two years. The proposed contract is the same as the previous contract with the exception that the term of the agreement shall continue month to month unless the City in its sole discretion elects to terminate with thirty (30) day written notice. Sawko & Burroughs efforts have contributed greatly to the City's collection rate remaining in excess of 99% over the past several years.

**RECOMMENDATION:**

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

**AGENDA  
LEWISVILLE CITY COUNCIL  
AUGUST 3, 2015**

- 7. Approval of a Professional Services Agreement With Parsons Brinckerhoff Americas, Inc., in the Amount of \$99,270 for Services Related to Developing the I-35 Corridor Overlay District, Phases 1 & 2; and Authorization for the City Manager to Execute the Contract.**

**ADMINISTRATIVE COMMENTS:**

The I-35 Redevelopment Plan was adopted in November of 2014. City Council held a workshop session in January of 2015 and discussed the various steps needed to implementing this plan. Creation of an overlay district along the corridor to implement the recommendations of the plan is the next step in the overall process.

**RECOMMENDATION:**

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

**G. REGULAR HEARINGS:**

- 8. Consideration of an Ordinance Amending Chapter 11, Signs, of the Lewisville City Code, by Adding Regulations Related to Led or Other Continuous or Connected Series Of Lights.**

**ADMINISTRATIVE COMMENTS:**

As requested by Councilman Neil Ferguson, on July 6, 2015 at the City Council workshop, staff gave a presentation in regards to our 'survey cities' regulations on LED and other continuous or connected series of lights. Council was given several options and gave direction to staff to model the ordinance changes to be similar to the City of Carrollton and to add language that would allow the use of these types of lighting for outside patios, trees, light poles and other similar appurtenances.

**RECOMMENDATION:**

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

**PRESENTATION:** Cleve Joiner, Director of Neighborhood Services

**AGENDA  
LEWISVILLE CITY COUNCIL  
AUGUST 3, 2015**

- 9. Consideration of an Ordinance Amending the Lewisville Code of Ordinances, Chapter 2, Article VIII, Section 2-201 Fee Schedule by Adding Fees Related to the Lewisville Lake Environmental Learning Area.**

**ADMINISTRATIVE COMMENTS:**

The Lewisville Parks & Leisure Services Department will assume operation of the LLELA entrance gate August 17, 2015 and the entrance fees need to be established in the fee ordinance. Staff has proposed entrance fees that are more affordable for families while still covering the cost to staff the gate. The fee format is similar to what has been used at Lewisville Lake Park for many years.

**RECOMMENDATION:**

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

- 10. Consideration of an Ordinance Establishing a Wastewater Main Extension Project; Establishing Extension Fees; Approval of an Agreement With Prestige Garage, LLC for Oversizing of Sanitary Sewer Improvements to 985 East SH 121 Business in the Amount of \$65,113.12; and Authorization for the City Manager, to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

The proposed ordinance establishes a reimbursement to Prestige Garage, LLC (the "Developer") for the costs associated with the installation of 1277 linear feet of 18-inch sanitary sewer from future users of the sanitary sewer desiring to tie onto the line within the sanitary sewer drainage basin on a prorated basis based on share of the sewer shed. The Agreement will reimburse the Developer for oversizing of sanitary sewer improvements per the Elm Fork Trunk Sanitary Sewer Study to be constructed with the proposed development. The amount of \$65,113.12 covers the difference in cost to be borne by the City between a 12-inch sanitary sewer required by the development and an 18-inch sanitary sewer as shown in the Eastside Sanitary Sewer Study which will benefit the entire sanitary sewer basin. Per the agreement, the City agrees to reimburse the Developer for the oversizing of the sanitary sewer after completion of the sewer construction.

**AGENDA  
LEWISVILLE CITY COUNCIL  
AUGUST 3, 2015**

**RECOMMENDATION:**

That the City Council approve the ordinance and agreement with Prestige Garage, LLC as set forth in the caption above.

- 11. Consideration of an Amendment to the Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals Between the Texas Department of Transportation and the City of Lewisville to Add the Maintenance of the Signal at F.M. 423 and Lake Highlands Drive; and Authorize the City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

The City of Lewisville maintains several traffic signals along F.M. 423 within the City of The Colony, as part of an interlocal maintenance agreement with the Texas Department of Transportation. TxDOT is constructing a new signal at the intersection of Lake Highlands Drive as part of the F.M. 423 widening project. TxDOT has requested that the City of Lewisville include this signal with the other signals presently maintained along F.M. 423. The City will be reimbursed for the maintenance of this signal at the same labor and materials rates as set forth in the existing agreement. The City presently maintains the on-system signals at North Colony Boulevard, South Colony Boulevard, Quik Trip Driveway, Cougar Alley, Memorial Lane and the State Highway 121 Tollway. This item is considered an administrative action and was not submitted before the Transportation Board.

**RECOMMENDATION:**

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

- 12. Consideration of a Resolution Regarding the Delivery of Unsolicited or Unsubscribed Newspapers on Private Property, as Requested by Councilman Leroy Vaughn.**

**AGENDA  
LEWISVILLE CITY COUNCIL  
AUGUST 3, 2015**

**ADMINISTRATIVE COMMENTS:**

At the request of Councilman Leroy Vaughn, City staff met with concerned resident to discuss the delivery of unsolicited or unsubscribed newspapers on private property. Concerns include widespread litter, creating unsightly and unhealthy conditions, security issues for residents, accumulation in creeks and waterways damaging the appearance of these natural areas and expenditure of public funds for cleanup. As a result of this meeting, City staff has prepared a resolution for City Council consideration.

**RECOMMENDATION:**

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

- 13. Provide Direction to Staff Regarding G.O. Bond Program for Inclusion in the Required Election Ordinance.**

**ADMINISTRATIVE COMMENTS:**

Staff is seeking direction regarding final G.O. Bond authorization for inclusion in the election ordinance. The election ordinance must be adopted at the August 17, 2015 City Council meeting in order to call a November election.

**RECOMMENDATION:**

That the City Council provide direction to staff regarding G.O. Bond Program for inclusion in the required election ordinance.

- H. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- I. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
  1. Section 551.071 (Consultation with Attorney): Legal Issues Related to the Construction of the Old Town Park Plaza

**AGENDA  
LEWISVILLE CITY COUNCIL  
AUGUST 3, 2015**

2. Section 551.071 (Consultation with Attorney/Pending Litigation): *City of Lewisville v. City of Farmers Branch and Camelot Landfill TX, LP*, Cause No.4:12-CV-00782, United States District Court for the Eastern District of Texas, Sherman Division; Texas Commission on Environmental Quality Modification to Municipal Solid Waste Permit No. 1312A; and Texas Commission on Environmental Quality Application to Obtain Municipal Solid Waste Permit Amendment - Permit No. 1312B
  3. Section 551.072 (Real Estate): Property Acquisition
  4. Section 551.074 (Personnel): Annual Staff Reviews:
    - (1) City Manager Donna Barron
    - (2) City Secretary Julie Heinze
    - (3) City Attorney Lizbeth Plaster
    - (4) Chief Municipal Court Judge Brian Holman
    - (5) Alternate Municipal Court Judges
  5. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- J. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- K. **ADJOURNMENT**

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

Lewisville

# Memorial Park Multigenerational Center



BARKER  
RINKER  
SEACAT  

---

ARCHITECTURE

WE BELIEVE WE CAN  
**LIVE BETTER**

WE USE A  
**PEOPLE-INSPIRED  
DESIGN PROCESS**  
TO GET THE BEST RESULTS



WE DESIGN BUILDINGS AND PLACES THAT  
**BRING PEOPLE  
TOGETHER**

# LEWISVILLE

MEMORIAL PARK

MULTIGENERATIONAL CENTER & VALLEY VISTA

NATURE PARK

July 2015 CONCEPT PLAN



## Memorial Park Multigenerational Center

- Strong visual connection to **Valley Vista Nature Park**.
- Opportunity for strong nature theming & décor inside and outside of multigenerational center.
- Preserve native tree grove outside multigenerational center.

## Valley Vista Nature Park

- “Nature Play” theme to the nature park.
- Elements of the park to contribute to the multigenerational center theme connecting the two properties physically and visually.
- Contributes to the “big moves” of the Lewisville 2025 Vision:
  - “Extending the green”!

# MEMORIAL PARK MULTIGENERATIONAL CENTER - CONCEPT

LEWISVILLE, TEXAS



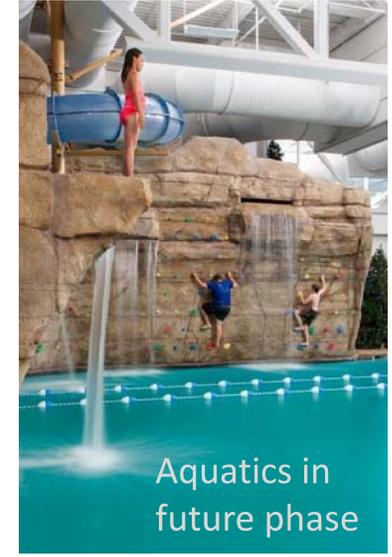
Multigenerational Center  
Nature Inspired Theme



Building Exterior Nature  
Inspired Theme



Multigenerational Center  
Nature Inspired Theme



Aquatics in  
future phase

## KEY FEATURES

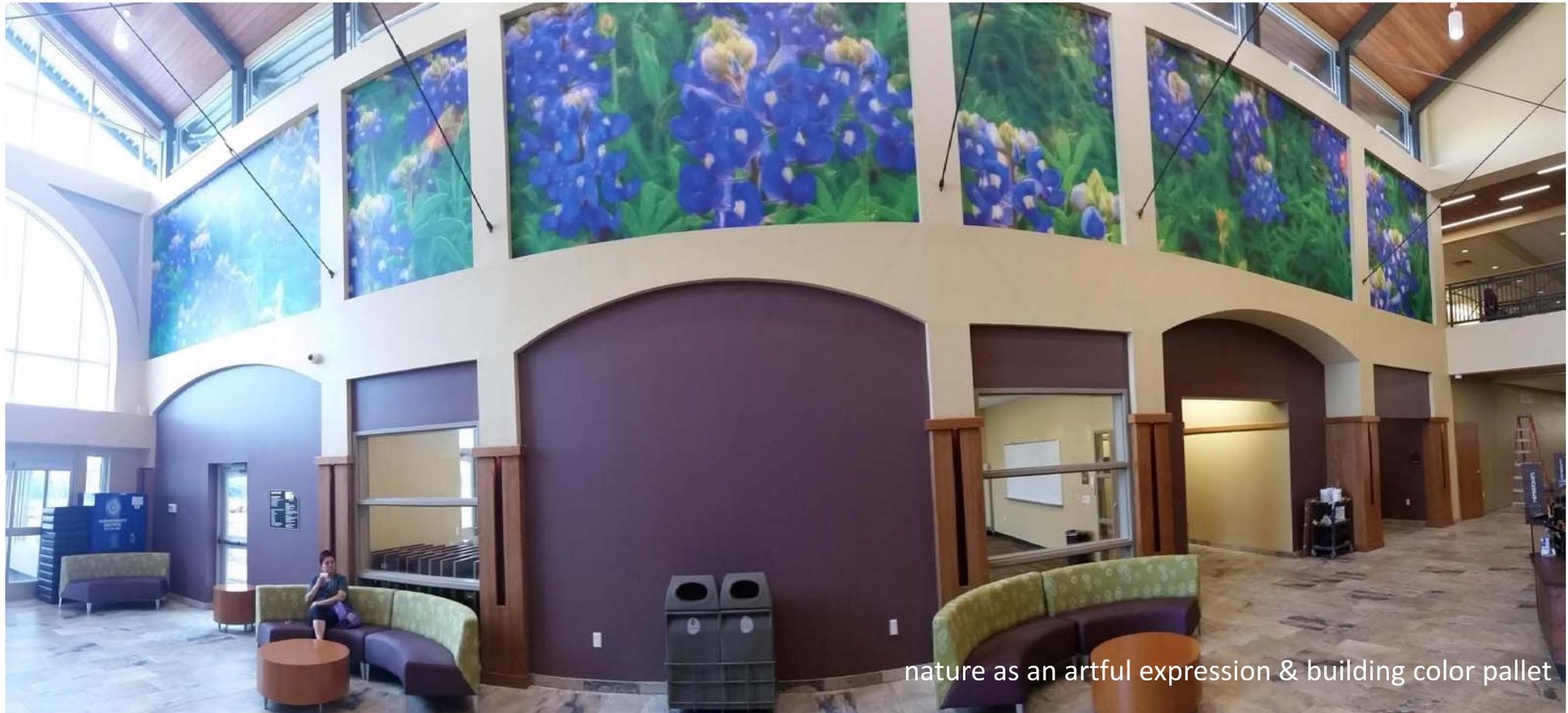
- 72,000 sq. ft.
- ACTIVE AGING CENTER + RECREATION CENTER
- COMMUNITY CENTER
- FAMILY LOUNGE, GYMNASIUMS + CHILD WATCH

## BUDGET

\$24.5 MILLION

## COMPLETION

2018



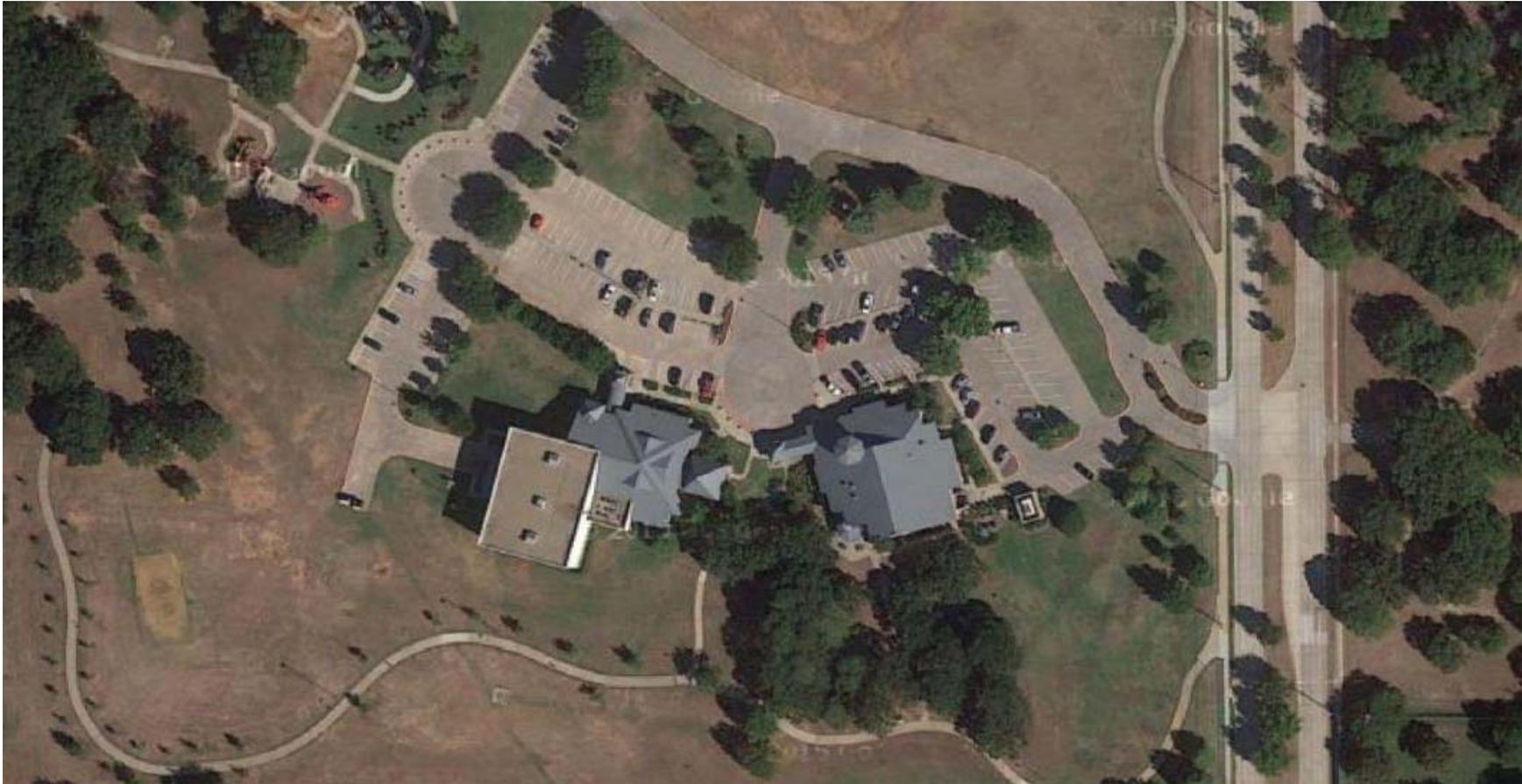
nature as an artful expression & building color pallet

**Multigenerational Center Nature Inspired Theme**



water saving native landscape

**Multigenerational Center Nature Inspired Theme**



**Lewisville Memorial Park Multigenerational Center [Existing Site](#)**



Lewisville Memorial Park Multigenerational Center **Overall Master Plan**



Lewisville Memorial Park Recreation Center and Senior Center [Overall Master Plan](#)



Lewisville Memorial Park Multigenerational Center **Overall Building Master Plan**



7.24.2015

Lewisville Multigenerational Recreation Center - Lower Level Plan



Lewisville Multigenerational Recreation Center - Upper Level Plan

7.24.2015





Lewisville Memorial Park Multigenerational Center **Overall Building Master Plan**

**NATURE PLAY**

**CONCEPTS**

**VALLEY VISTA NATURE PARK**

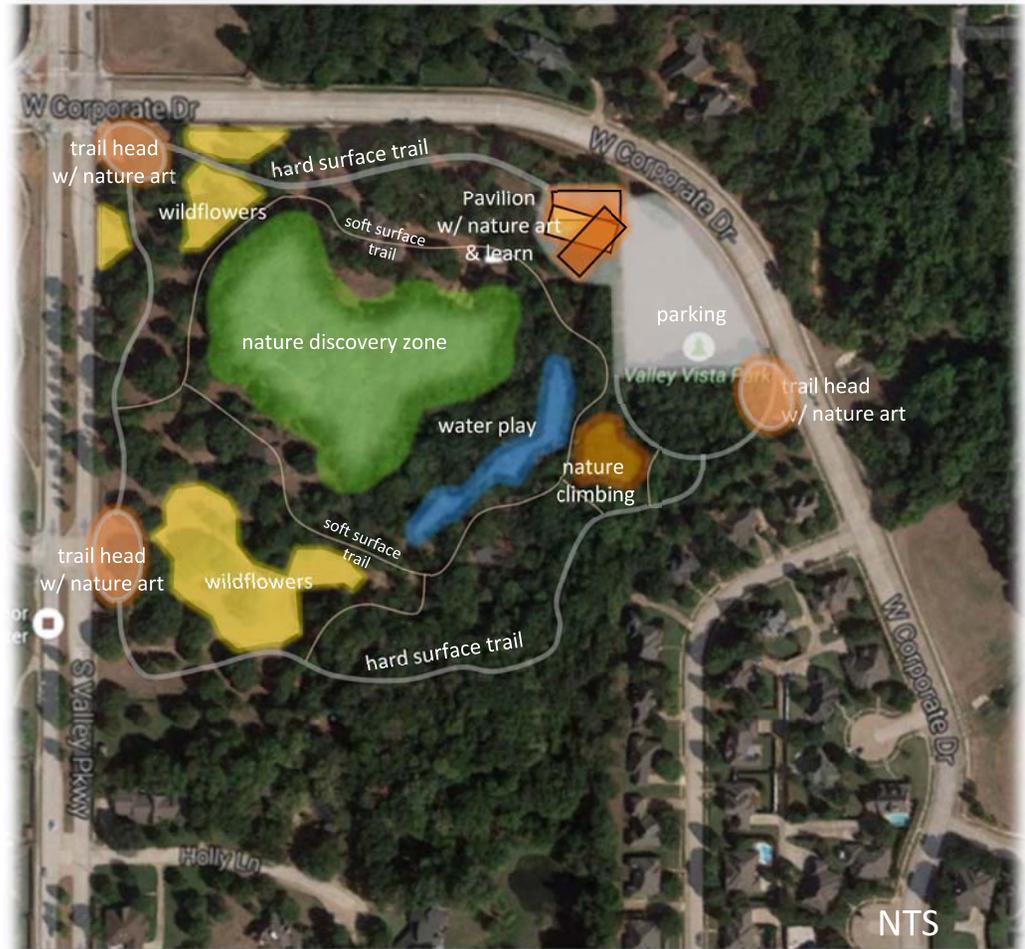
# What is Nature Play?

Challenging and creative ways to connect kids with nature and the outdoors – *National Wildlife Federation*

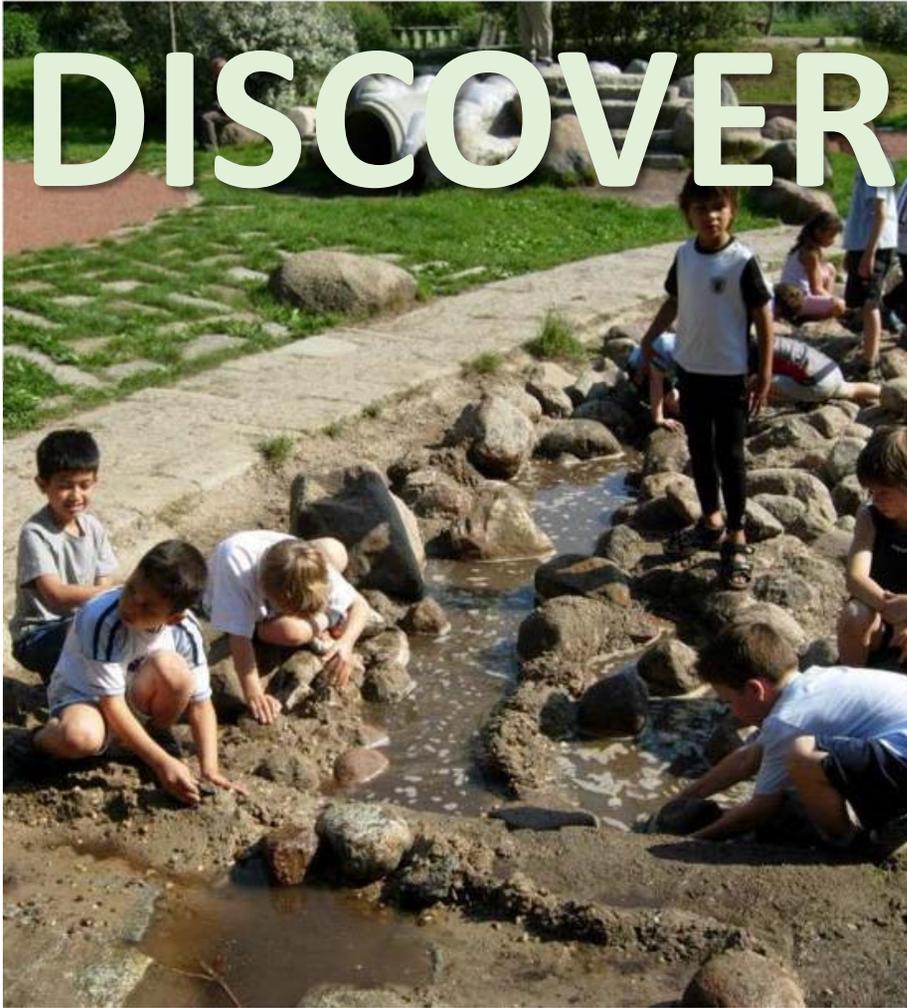
**Nature play isn't scheduled, planned, or led by adults, nor is it confined by grown-ups' rules. Instead, it's open-ended, free-time exploration and recreation, without close adult supervision. - *Green Hearts Institute for Nature in Childhood***

# Valley Vista Nature Park Concept

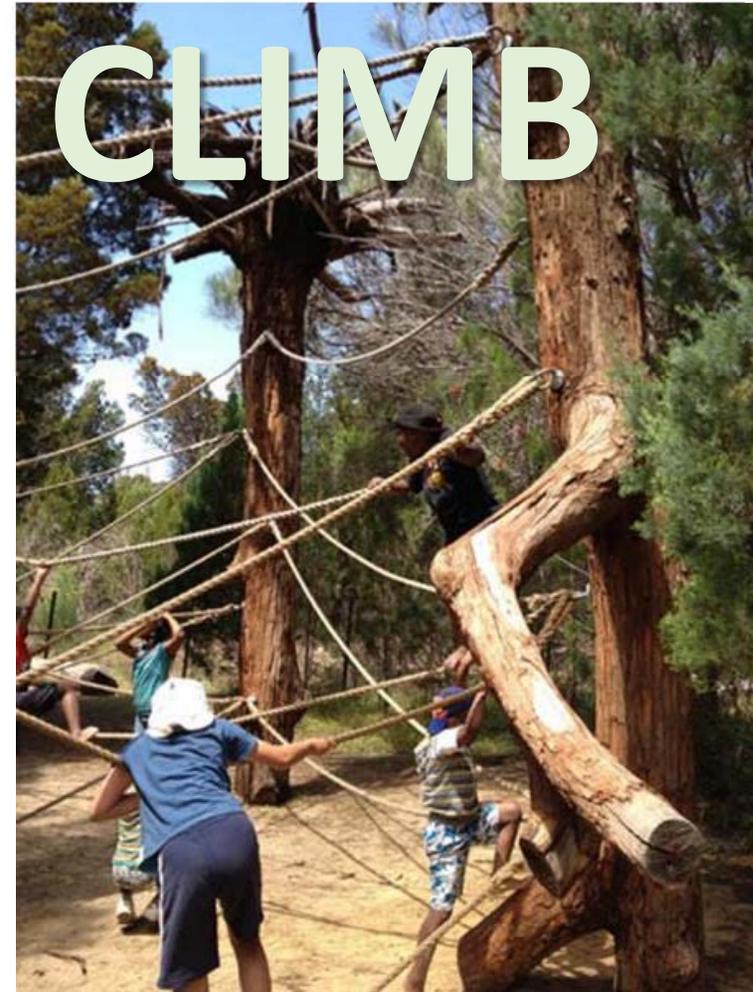
- discover
- smell
- climb
- watch
- feel
- learn
- jump
- play
- balance
- listen
- dream
- gather
- explore
- experience



# DISCOVER



# CLIMB





FEEL

# JUMP

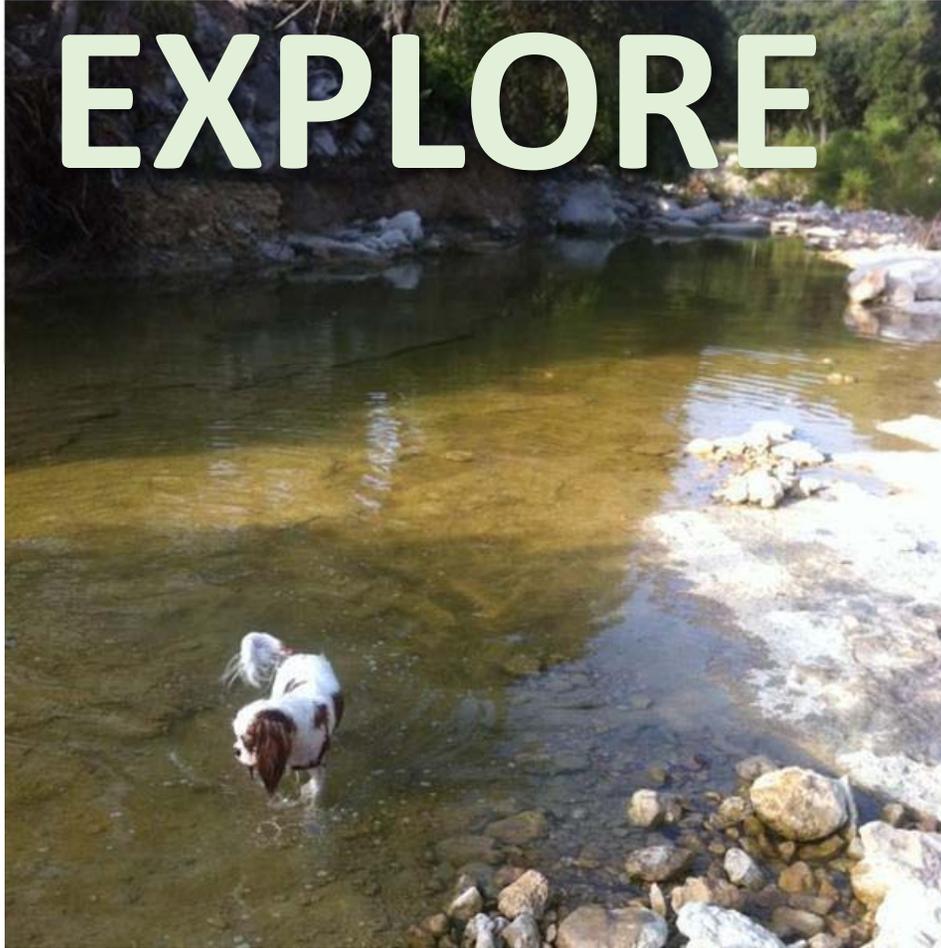




# DREAM



# EXPLORE





# SMELL

## NOTICE

the beautiful wild flowers  
as you walk through the  
woods. Take pictures, smell  
them and enjoy your day.



#NaturesPlayground

# WATCH



# LEARN

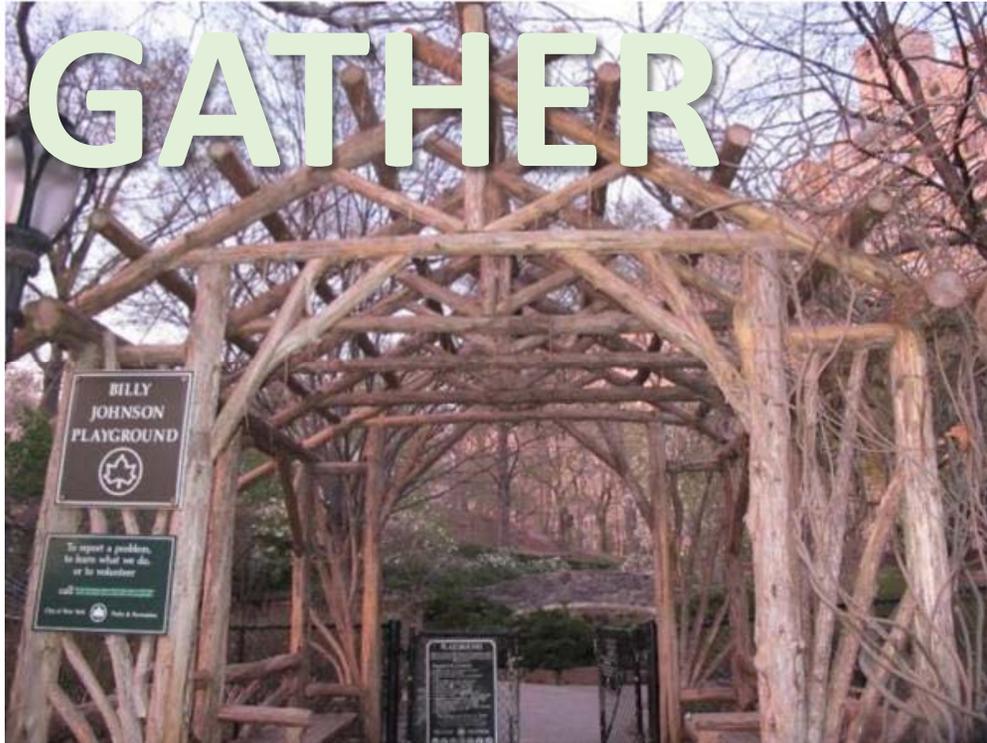


# PLAY



# LISTEN







nature art

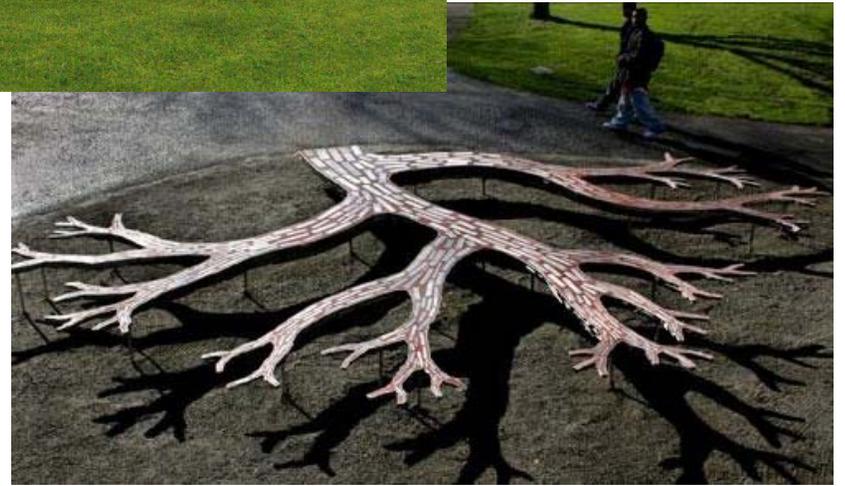
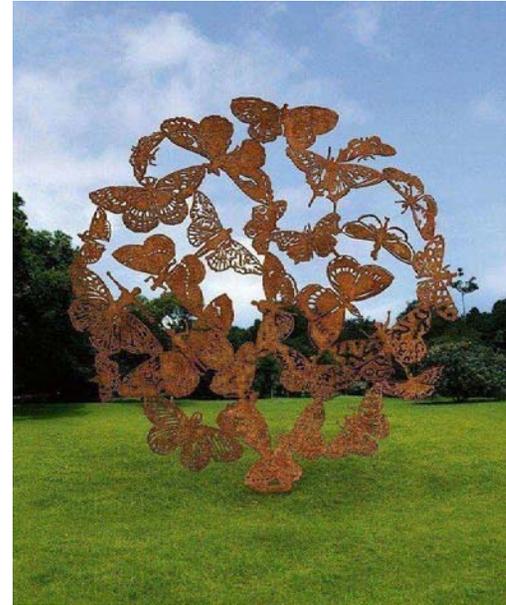


nature art

**EXPERIENCE**



nature art



# EXPERIENCE

# ADDITIONAL IDEAS





# ADDITIONAL IDEAS

# ADDITIONAL IDEAS

mystery tunnel



visual interest





intrigue

# ADDITIONAL IDEAS



**BARKER  
RINKER  
SEACAT**  

---

**ARCHITECTURE**

**LIFE SAVING AWARD FOR  
DETENTION OFFICERS WILLIAM O’HARE AND ARNULFO RIOS**  
(To be read by Chief Russ Kerbow with Mayor Rudy Durham assisting)

On May 16, 2015, Detention Officers William O’Hare and Arnulfo Rios saved an inmate who attempted suicide.

The police department’s Awards Committee met to review this incident and recommended Detention Officers O’Hare and Rios receive a Life Saving Award. If not for their quick response and immediate actions, this individual would have most likely died.

On behalf of the City of Lewisville and the Lewisville Police Department, it is with great pride that I present both of you with a Life Saving Award.

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** August 3, 2015

**SUBJECT:** **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit (SUP) for a Gasoline Service Station on a 1.019-Acre Tract of Land Legally Described as a Portion of Lot 3, Block B, Austin Ranch West; Located on the Southwest Corner of Plano Parkway and Tittle Drive and Zoned Light Industrial District (LI) as Requested by the Billingsley Company, the Property Owner. (Case No. SUP-2015-07-07).**

### BACKGROUND

The Special Use Permit process allows for consideration of certain uses that may potentially be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions. The request is for a new convenience store and gas station that will operate 24 hours a day, seven days a week. The gas station portion of this site requires a Special Use Permit.

### ANALYSIS

The site is located at the southwest quadrant of Plano Parkway and Tittle Drive. It is currently part of a larger tract that will be replatted into its own separate lot and contains a Town of Hebron strip along the northern portion of the site. The remaining property is currently vacant. The City of The Colony borders this property to the north. Customer access to the site will be from Plano Parkway and Tittle Drive.

### Building

The development plan shows a one-story convenience store building with a foot print of 3,010 square feet. The building is approximately 18 feet in height with the front entrance parapet being 24 feet in height. All four sides of the building will be constructed of two types of natural stone. Lueders Natural Stone will cover the upper portion of the building while the wainscot of the building will consist of Oklahoma Natural Stone. A cast sill will provide architectural separation of the two stone types and will also be used on the roofline cornice. A bronze metal awning will cover the front entrance. Outside vending of ice, portable propane and a Redbox movie dispenser is also proposed. The dumpster enclosure consists of a Lueders Natural Stone exterior with a pre-finished dark bronze metal cap and doors, matching the building.

Subject: SUP for Gasoline Service Station

August 3, 2015

Page 2 of 2

### **Gas Canopy**

A separate gas canopy on-site will contain six gas pumps that can serve up to 12 customers at a time. The canopy columns will be wrapped in the natural stone. The canopy will contain a hip roof made of standing seam metal pre-finished in dark bronze. The 7-Eleven logo and banding colors are proposed on the sides the canopy.

### **Signage**

Signage with the 7-eleven logo is proposed for both the north and east elevations of the building in addition to the gas canopy. Signage on the building is proposed to be internally illuminated and meet sign ordinance requirements. A monument sign is proposed near the Plano Parkway entrance and one near the Tittle Drive entrance.

### **Landscaping**

The typical landscape strip for a commercial development is 10 feet wide along all street frontages with additional interior landscaping required. The landscaped area will be approximately 40 feet wide along the northern portion of the site, which contains an existing tree line, which the applicant indicates will remain. An additional seven Cedar Elm trees are proposed near the paved area of the site. The landscaped area along the eastern border of Tittle Drive will be approximately 25 feet in width and will contain five Cedar Elm trees closer to the street and Indian Hawthorn shrubs along the perimeter. Bermuda grass is shown on the west and south sides of the building. Two Chinese Pistache trees will be placed in the parking area along with Boxwood and Indian Hawthorn.

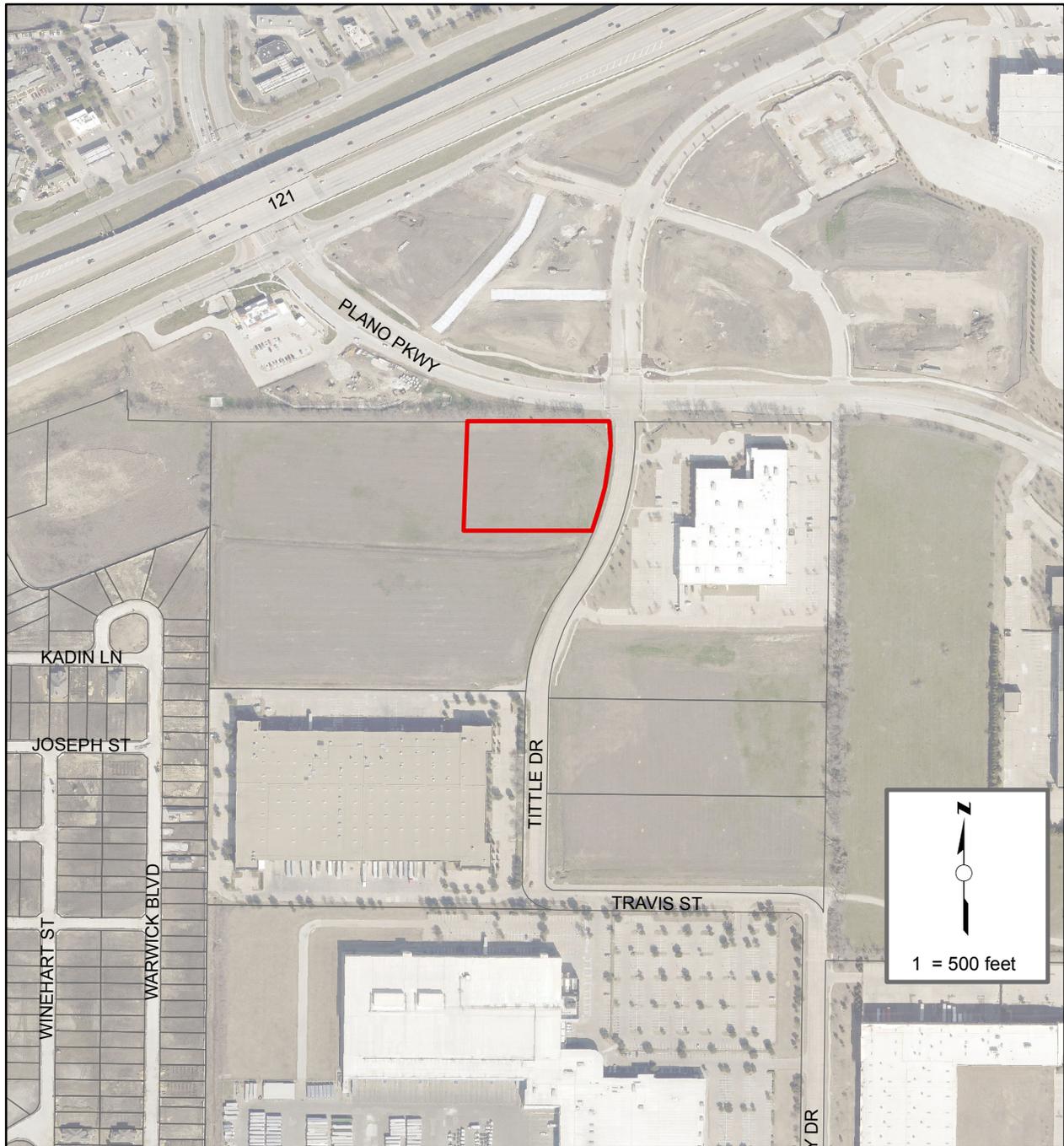
In summary, the proposed gas station and associated convenience store will consist of a 100% stone exterior with stone columns supporting the canopy covering the gas pump islands. Landscaping along Plano Parkway and Tittle Drive will be in the form of grass, trees and shrubs within a landscape strip ranging from 25 feet to 40 feet in width, which exceeds the minimum 10-foot requirement. Interior landscaping provided also exceeds minimum requirements. Signage will meet all sign requirements. Monument signs will be used in lieu of pole signs.

The Planning and Zoning Commission recommended approval of the SUP by a vote of 6-0 at their meeting on July 7, 2015.

### **RECOMMENDATION**

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

# Location- 7- Eleven



**CASE NO. SUP-2015-07-07**

**OWNER:** BILLINGSLEY COMPANY

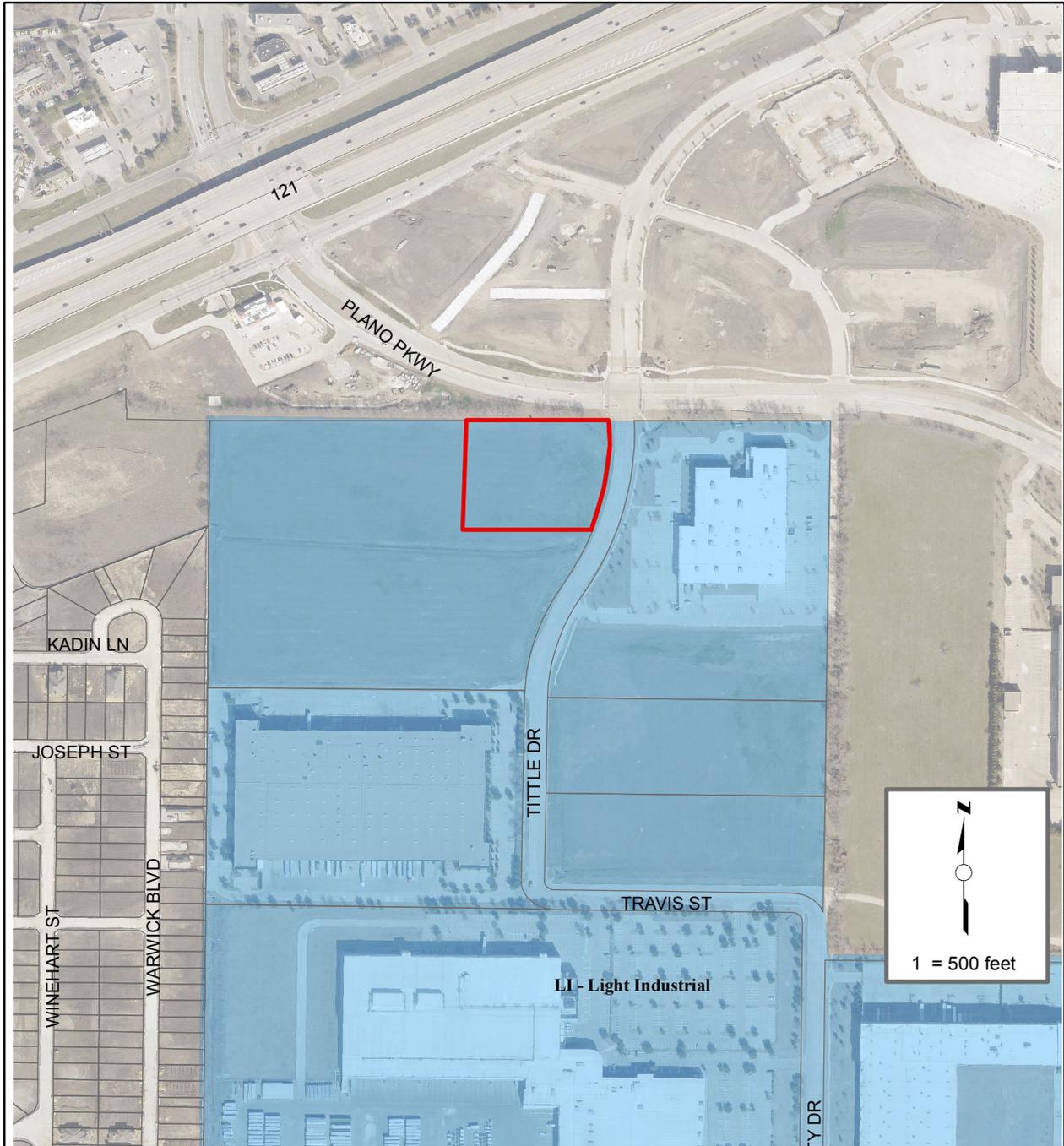
**APPLICANT:** CEI ENGINEERING

**PROPERTY LOCATION:** SOUTHWEST CORNER OF PLANO PARKWAY AND TITTLE DRIVE (1.019 ACRES)

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

**REQUESTED USE:** SPECIAL USE PERMIT (SUP) FOR A GASOLINE SERVICE STATION

# Aerial- 7- Eleven



**CASE NO. SUP-2015-07-07**

**OWNER:** BILLINGSLEY COMPANY

**APPLICANT:** CEI ENGINEERING

**PROPERTY LOCATION:** SOUTHWEST CORNER OF PLANO PARKWAY AND TITTLE DRIVE (1.019 ACRES)

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

**REQUESTED USE:** SPECIAL USE PERMIT (SUP) FOR A GASOLINE SERVICE STATION

**MINUTES  
PLANNING AND ZONING COMMISSION  
JULY 7, 2015**

**Item 1:**

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

Staff members present: Richard Luedke, Planning Manager, and Mary Paron-Boswell, Senior Planner.

---

**Item 5:**

Public Hearings for Zoning and Special Use Permits (SUP) were next on the agenda. There was one zone change request and one SUP on the agenda for consideration.

- B. Consideration of a Special Use Permit (SUP) for a gasoline service station on a 1.019-acre tract of land legally described as a portion of Lot 3, Block B, Austin Ranch West; located the southwest corner of Plano Parkway and Tittle Drive and zoned Light Industrial (LI) District. The request is being made by the Billingsley Company, the property owner. (Case No. SUP-2015-07-07).

Staff gave a brief presentation on the proposed gas station. Staff discussed the proposed stone articulated exterior and the 25-foot to 40-foot wide landscape strip being provided. The gas station will provide six pumps under a hip roofed canopy with stone wrapped columns. The public hearing was opened. Jeremy Lee of CEI Engineering provided a brief overview of the request and was available to answer questions. Sean Kirk asked if the proposed 7-Eleven was going to be a corporate owned facility or franchised. Mr. Lee indicated this location would be corporately owned. There being no other questions, the public hearing was then closed. A motion was made by Sean Kirk to recommend approval of the SUP, seconded by Brandon Jones. The motion passed unanimously (6-0).

---

## **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.
  - (6) Airport/Heliport (SUP required).
  - (7) Auto repair shops including body shops (SUP required).
  - (8) Church worship facilities.
  - (9) Buildings and uses owned or operated by public governmental agencies.
  - (10) Cemetery, mausoleum, crematorium & accessory uses (SUP required).
  - (11) Cosmetic manufacturer.
  - (12) Drugs and pharmaceutical products manufacturing.
  - (13) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (14) Electronic products manufacturing.
  - (15) Fur good manufacture, but not including tanning or dyeing (SUP required).
  - (16) Gas and oil drilling accessory uses (SUP required).
  - (17) Glass products, from previously manufactured glass.
  - (18) Heavy equipment – outdoor rental/sales/service (SUP required).
  - (19) Household appliance products assembly and manufacture from prefabricated parts.
  - (20) Industrial and manufacturing plants including the processing or assembling of parts for production of finished equipment.
  - (21) Musical instruments assembly and manufacture.
  - (22) Paint, shellac and varnish manufacture (SUP required).
  - (23) Plastic products manufacture, but not including the processing of raw materials.
  - (24) Racing facilities (SUP required).
  - (25) Recreational Vehicle (RV) Park. (Private) (SUP required).
  - (26) Self storage/mini warehouse facility (SUP required).
  - (27) Shooting Range (indoor or outdoor) (SUP required.).
  - (28) Sporting and athletic equipment manufacture.
  - (29) Testing and research laboratories.
  - (30) Auction yard (vehicle) (SUP required).
  - (31) Communication towers (SUP required).
  - (32) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (33) 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.
  - (34) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
  - (35) 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 on which it faces plus the depth of the front yard. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.

(c) *Area.*

(1) *Size of yards.*

a. *Front yard.* There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "LI", except that automobile parking (including automobile dealer display parking) will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.

b. *Side yard.* A side yard of not less than fifteen (15) feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.

c. *Rear yard.* No rear yard is required except that a rear yard of not less than fifty (50) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. No parking, storage or similar use shall be allowed in required rear yards in district "LI" within twenty-five (25) feet of the rear property line.

(2) *Reserved.*

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

## **SECTION 17-29.5 - "SUP" SPECIAL USE PERMIT**

(a) *Purpose.*

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

(b) *Application submittal and approval process.*

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

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

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

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

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

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

(c) *Compatibility criteria for approval.*

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

- (1) complement or be compatible with the surrounding uses and community facilities;
- (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.)

RECEIVED APR 02 2015



LEWISVILLE

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

SPECIAL USE PERMIT (SUP) APPLICATION

Owner/s (name):	Billingsley Company		
Company Name:	BILLINGSLEY COMPANY		
Mailing Address:	1702 ROUTH ST. #1313		
Work #:	214-270-0986	Cell #:	214-701-6057
E-Mail:	thollande@billingsleyco.com		
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization):		Date:	3-31-15
Printed Name:	TOM HOLLANDE - VICE PRESIDENT OF DEVELOPMENT		

Applicant/Agent (name):	Lance Cooper		
Company Name:	CEI Engineering		
Mailing Address:	3030 LBS Freeway Suite 100		
Work #:	972-488-3737	Cell #:	
E-Mail:	LCooper@ceieng.com		
Applicant/Agent Signature		Date:	3/27/15
Printed Name:	Lance Cooper		

Current Zoning:	LT	Requested Zoning:	no change	Acres:	1.019
Legal Description (Lot/ Block/Tract/Abstract):					
Address/Location:	To be assigned				

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

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

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

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS BY GRANTING A SPECIAL USE PERMIT FOR A GASOLINE SERVICE STATION ON AN APPROXIMATELY 1.019-ACRE TRACT OF LAND LEGALLY DESCRIBED AS A PORTION OF LOT 3, BLOCK B, AUSTIN RANCH WEST; LOCATED ON THE SOUTHWEST CORNER OF PLANO PARKWAY AND TITTLE DRIVE AND ZONED LIGHT INDUSTRIAL DISTRICT (LI); PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING A REPEALER; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, applications were made requesting approval of a Special Use Permit for a gasoline service station by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by state statutes and the Zoning Ordinances of the City of Lewisville, Texas; said Planning and Zoning Commission has recommended that the Special Use Permit on the approximately 1.019-acre property 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) compliments or is compatible with the surrounding uses and community facilities; (2) contributes to, enhances, or promotes the welfare of the area of request and adjacent properties; (3) is not detrimental to the public health, safety, or general welfare; and (4) conforms in all other respects to all zoning regulations and standards.

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

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

**SECTION 2. SPECIAL USE PERMIT GRANTED.** Subject to the conditions provided for herein, applicant is granted a Special Use Permit to allow a gasoline service station on the Property, which is zoned Light Industrial (LI).

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

1. in compliance with the narrative, development plan, landscape plan, exterior elevations, and signage 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 3RD DAY OF AUGUST, 2015.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

Page 5

Exhibit A  
Metes and Bounds Description

Exhibit B  
Narrative  
Development Plan  
Landscape Plan  
Exterior Elevations  
Signage Plan

**METES AND BOUNDS DESCRIPTION:**

A tract or parcel of land situated in the T.A. West Survey, Abstract No. 1344, in the City of Lewisville and the City of Hebron, Denton County, Texas, and being part of the called 385.1970 acres tract described in the Special Warranty Deed to CB/Tittle, LTD. recorded in Volume 4262 Page 1590 in the Denton County Deed Records (DCDR), and being part of LOT 3, BLOCK B of AUSTIN RANCH WEST, an addition to the City of Lewisville recorded in Cabinet V Page 187 in the Denton County Plat Records (DCPR), and being more particularly described as follows;

COMMENCING at a found 3/8 inch iron rod on the west right-of-way line of Tittle Drive (80' wide right-of-way) at the most easterly northeast corner of said LOT 3;

THENCE South 0021'11" East 74.85 feet along the west line of Tittle Drive to a set 5/8 inch iron rod with Baseline Corp. cap for the POINT OF BEGINNING;

THENCE Southerly along the west line of Tittle Drive the following:

THENCE South 00°21'11" East 5.15 feet to a found 3/8 inch iron;

THENCE Southerly an arc distance of 145.30 feet along a tangent curve to the right having a radius of 785.00 feet, a central angle of 10°36'20", and the chord bears South 04°56'58" West 145.10 feet to a set 5/8 inch iron rod with Baseline Corp. cap;

THENCE South 89°32'19" West 197.31 feet departing the west line of Tittle Drive to a set 5/8 inch iron rod with Baseline Corp. cap;

THENCE North 00°31'18" West 245.76 feet to a set 5/8 inch iron rod with Baseline Corp. cap on the north side of said CB/TITTLE, LTD. tract being the same as the south side of LOT 3X, BLOCK A of PARKWAY PARCELS ADDITION, an addition to the City of The Colony recorded in Document No. 2015-97 in the DCPR;

THENCE North 89°58'31" East 126.65 feet along the north side of said CB/TITTLE, LTD. tract and the south side of said LOT 3X to a set 5/8 inch iron rod with Baseline Corp. cap;

THENCE South 00°01'20" East 10.34 feet to a set 5/8 inch iron rod with Baseline Corp. cap;

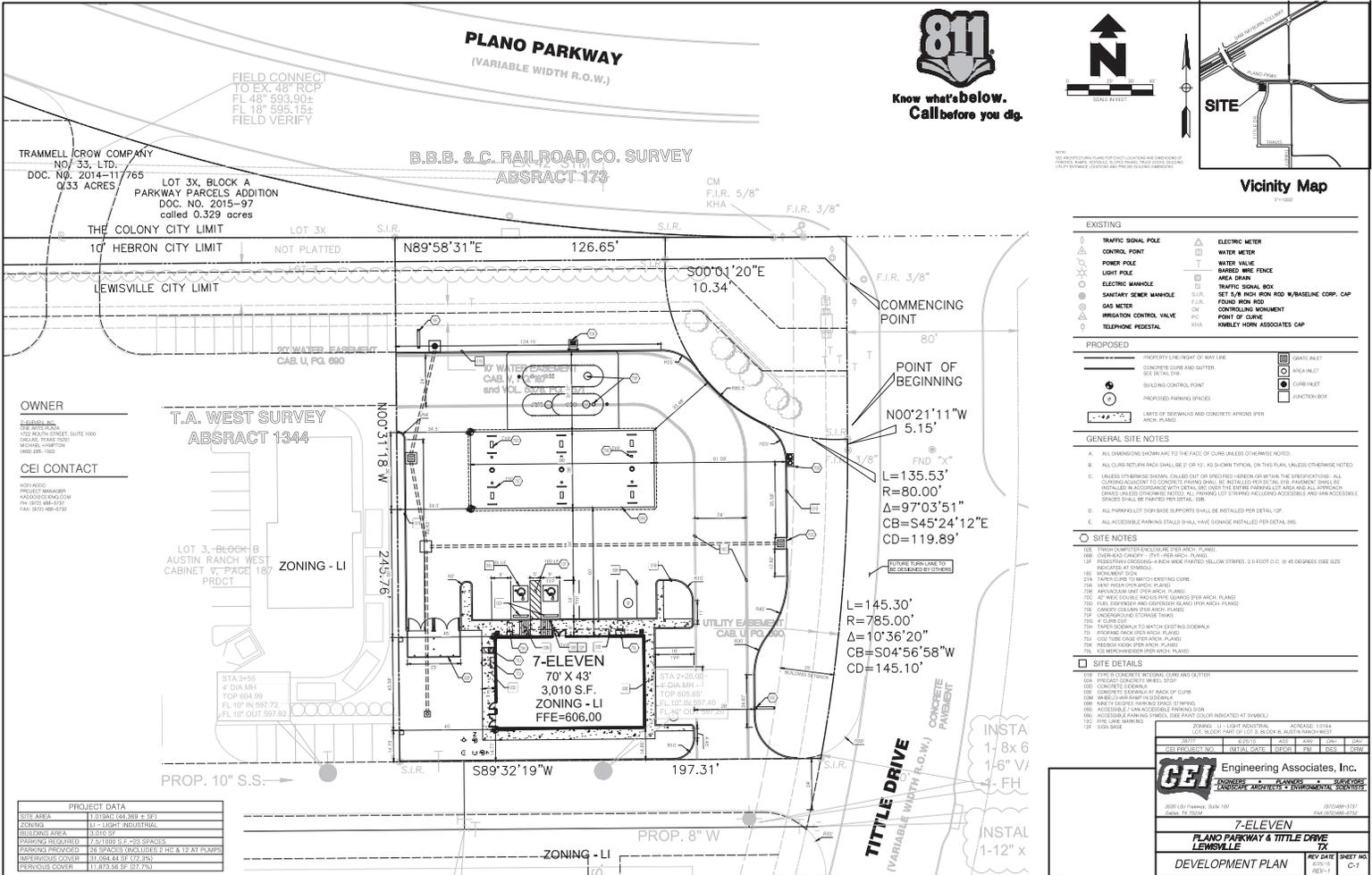
THENCE Southerly an arc distance of 135.53 feet along a non-tangent curve to the left having a radius of 80.00 feet, a central angle of 97°03'51", and the chord bears South 45°24'12" East 119.89 feet, to the Point of Beginning and Containing 44,369 square feet or 1.019 acres of land more or less.

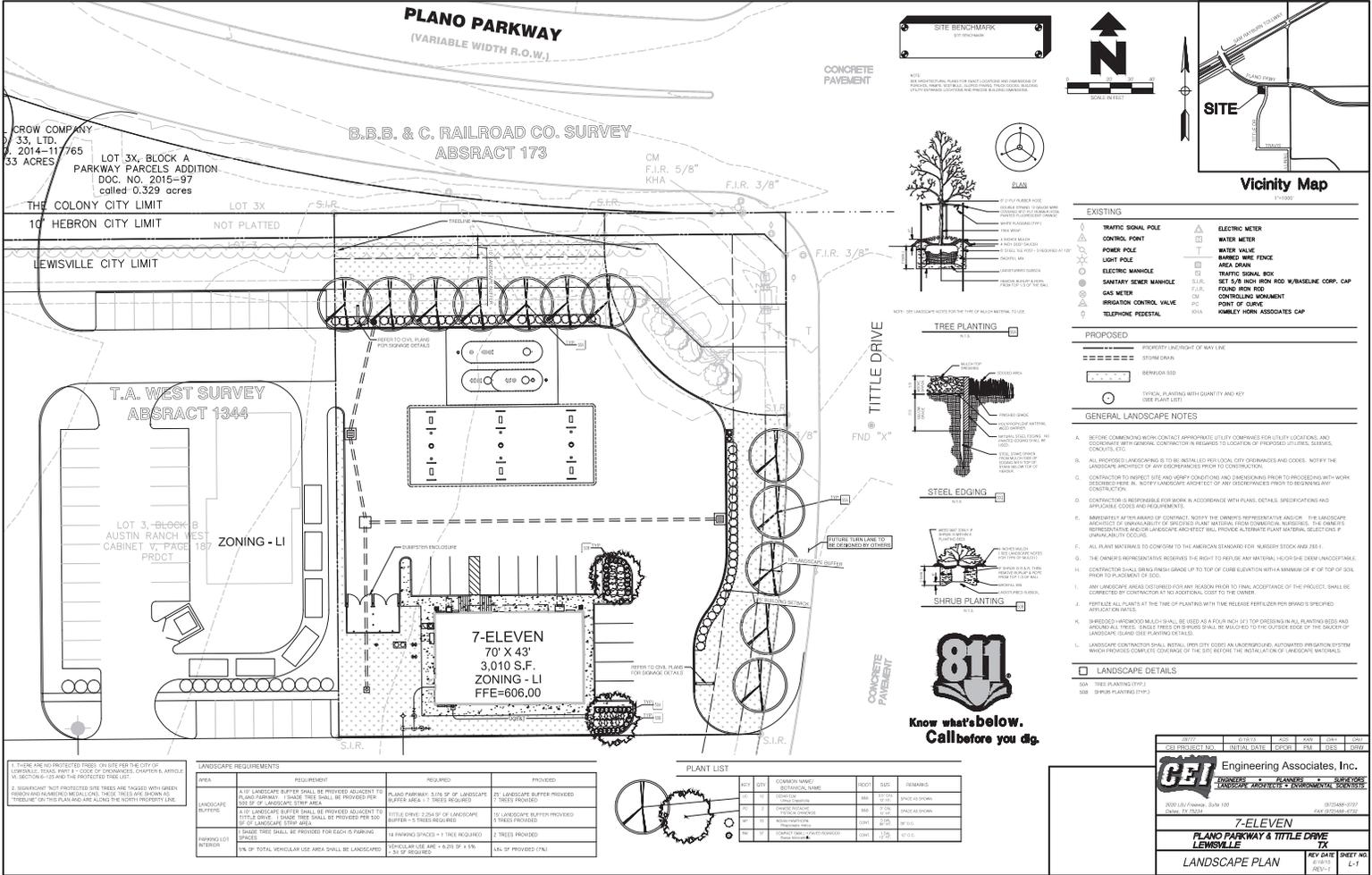
## **Lewisville 7-Eleven Site Narrative**

This is a 1.019 acre site on the southwest corner of Plano Parkway & Tittle Drive. A 3,010 square foot convenience store building will be constructed with a separate gas canopy. There will be outside vending including; ice, portable propane, and a Redbox movie dispenser. The store will remain open 24 hours a day and seven days a week. Beer and wine will be sold onsite. Food items sold in the store are prepackaged and/or frozen items, some needing to be warmed in a convection oven, microwave oven or roller grill.

The building will have a pre-manufactured SIPs structure with 100% masonry stone veneer, as per attached elevations. Gas canopy will have a steel engineered structure with ACM fascia and masonry column wraps to match the store building materials. Dumpster enclosure will be a CMU masonry structure with masonry stone veneer to match the store building materials. The accesses will be connected to the offsite development drives.

Existing trees located at the north portion of the site will remain in their current location. There are no protected trees located within the lot. Additional landscaping will be placed around the site per the city's landscape requirements.





1. TO BE MAINTAINED PER CITY ORDINANCE. THE CITY OF LEWISVILLE, TEXAS, PART 4 - CODE OF ORDINANCES, CHAPTER 6, ARTICLE 10, SECTION 6-10-01 AND THE PROTECTED TREE LOT.

2. SIGNATURE NOT PROTECTED SITE TREES ARE TANGLED WITH GREEN ROOFING MATERIALS OR METALLIC. THESE TREES ARE MARKED WITH RED LINES ON THIS PLAN AND ARE ALONG THE NORTH PROPERTY LINE.

AREA	REQUIREMENT	REQUIRED	PROVIDED
LANDSCAPE BUFFERS	A-10 LANDSCAPE BUFFER SHALL BE PROVIDED ADJACENT TO PLANO PARKWAY. (SHADE TREE SHALL BE PROVIDED PER 100 SF OF LANDSCAPE STRIP AREA)	ALONG PARKWAY 5.0% OF 10' LANDSCAPE BUFFER AREA - 3 TREES REQUIRED	21 LANDSCAPE BUFFER PROVIDED (3 TREES PROVIDED)
	A-11 LANDSCAPE BUFFER SHALL BE PROVIDED ADJACENT TO TITTLE DRIVE. (SHADE TREE SHALL BE PROVIDED PER 100 SF OF LANDSCAPE STRIP AREA)	TITTLE DRIVE 2.26% OF 10' LANDSCAPE BUFFER - 5 TREES REQUIRED	13 LANDSCAPE BUFFER PROVIDED (3 TREES PROVIDED)
PARKING LOT INTERIOR	SHADE TREE SHALL BE PROVIDED FOR EACH 5 PARKING SPACES	14 PARKING SPACES - 1 TREE REQUIRED	2 TREES PROVIDED
	5% OF TOTAL VEHICULAR USE AREA SHALL BE LANDSCAPED	VEHICULAR USE AREA - 6,829 SF x 5% = 341 SF REQUIRED	141 SF PROVIDED (7%)

KEY	SYM	COMMON NAME	SCIENTIFIC NAME	ROOTS	SIZE	REMARKS
1	TR	Red Oak	<i>Quercus coccinea</i>	18"	12 FT	SPACE 0.0000
2	TR	White Oak	<i>Quercus alba</i>	18"	12 FT	SPACE 0.0000
3	TR	Live Oak	<i>Quercus virginiana</i>	18"	12 FT	SPACE 0.0000
4	TR	Shoebill Palm	<i>Chlorophytum complanatum</i>	18"	12 FT	SPACE 0.0000
5	TR	Red Oak	<i>Quercus coccinea</i>	18"	12 FT	SPACE 0.0000
6	TR	White Oak	<i>Quercus alba</i>	18"	12 FT	SPACE 0.0000
7	TR	Live Oak	<i>Quercus virginiana</i>	18"	12 FT	SPACE 0.0000
8	TR	Shoebill Palm	<i>Chlorophytum complanatum</i>	18"	12 FT	SPACE 0.0000

- EXISTING**
- TRAFFIC SIGNAL POLE
  - CONTROL POLE
  - POWER POLE
  - LIGHT POLE
  - ELECTRIC MANHOLE
  - SEWER MANHOLE
  - GAS METER
  - IRRIGATION CONTROL VALVE
  - TELEPHONE PEDESTAL
  - ELECTRIC METER
  - WATER METER
  - WATER VALVE
  - BARRIED WIRE FENCE
  - AREA DRAIN
  - TRAFFIC SIGNAL BOX
  - SET 5/8" HIGH IRON ROD W/ BASELINE CORR. CAP
  - FOUND IRON ROD
  - CONTROLLING MONUMENT
  - POINT OF CURVE
  - KIMBLE HORN ASSOCIATES CAP

- PROPOSED**
- PRIORITY/LINEARITY OF WAY LINE
  - STORM DRAIN
  - SEWER/SDA
  - TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)

- GENERAL LANDSCAPE NOTES**
- BEFORE COMMENCING WORK CONTRACT APPROPRIATE UTILITY COMPANIES FOR UTILITY LOCATIONS, AND COORDINATE WITH GENERAL CONTRACTOR IN REGARD TO LOCATION OF PROPOSED UTILITIES, SERVICES, CONCRETE, ETC.
  - ALL PROPOSED LANDSCAPING IS TO BE INSTALLED PER LOCAL CITY ORDINANCES AND CODES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
  - CONTRACTOR TO INSPECT SITE AND VERIFY CONDITIONS AND DIMENSIONS PRIOR TO PROCEEDING WITH WORK DISCREPANCIES IN NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING ANY CONSTRUCTION.
  - CONTRACTOR IS RESPONSIBLE FOR WORK IN ACCORDANCE WITH PLANS, DETAILS, SPECIFICATIONS AND APPLICABLE CODES AND REQUIREMENTS.
  - IMMEDIATELY AFTER AWARD OF CONTRACT NOTIFY THE OWNER'S REPRESENTATIVE AND/OR THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES FROM THE ORIGINAL REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS IF AVAILABLE IN CITY CODES.
  - ALL PLANT MATERIALS TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK AND 2011.
  - THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY MATERIAL BEFORE SHE DEEM UNACCEPTABLE.
  - CONTRACTOR SHALL BRING FINISH GRADE UP TO TOP OF CURB ELEVATION WITH A BARRIERS OF IF TOP OF SOIL FROM TO ADJACEMENT OF SOIL.
  - ANY LANDSCAPE AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT, SHALL BE CORRECTED BY CONTRACTOR AT HIS ADDITIONAL COST TO THE OWNER.
  - FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH TIME RELEASE FERTILIZER PER BRAND'S SPECIFIED APPLICATION RATE.
  - BARREDED HARDWOOD MULCH SHALL BE USED AS A FOUR INCH DEEP TOP DRESSING IN ALL PLANTING BEDS AND AROUND ALL TREES. SINGLE TREES OF 3" DBH SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SADDEN OF LANDSCAPE STRIP SIDE PLANTING STRIP(S).
  - LANDSCAPE CONTRACTOR SHALL INSTALL PER CITY CODES AN UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM WHICH PROVIDES COMPLETE COVERAGE OF THE SITE WITHIN THE INSTALLATION OF LANDSCAPE MATERIALS.

**LANDSCAPE DETAILS**

(SEE TREE PLANTING (TRP) SHEET FOR PLANTING DETAILS)



CEI Engineering Associates, Inc.  
 ENGINEERS ARCHITECTS & ENVIRONMENTAL SCIENTISTS  
 8000 US Highway 83A 100  
 Dallas, TX 75244  
 (972) 498-9707  
 FAX (972) 498-9772

**7-ELEVEN**  
**PLANO PARKWAY & TITTLE DRIVE**  
**LEWISVILLE TEXAS**

LANDSCAPE PLAN  
 REV DATE: 08/11/11  
 SHEET NO: L-1



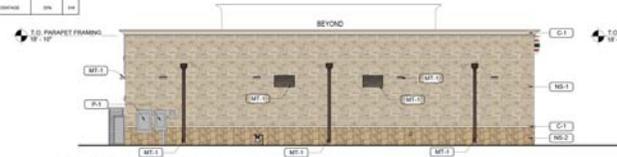
1 NORTH ELEVATION  
 1/8" = 1'-0"

MATERIAL CALCULATION	
DESCRIPTION	QUANTITY SQ. FT.
PREFINISHED DARK BRONZE METAL	474
PREFINISHED DARK BRONZE METAL PARAPET	84
PREFINISHED DARK BRONZE METAL	394
PREFINISHED DARK BRONZE METAL	394



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

MATERIAL CALCULATION	
DESCRIPTION	QUANTITY SQ. FT.
PREFINISHED DARK BRONZE METAL	84



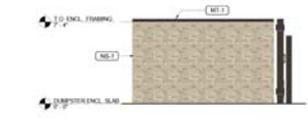
3 SOUTH ELEVATION  
 1/8" = 1'-0"

MATERIAL CALCULATION	
DESCRIPTION	QUANTITY SQ. FT.
PREFINISHED DARK BRONZE METAL	84



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

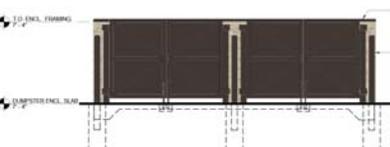
MATERIAL CALCULATION	
DESCRIPTION	QUANTITY SQ. FT.
PREFINISHED DARK BRONZE METAL	84



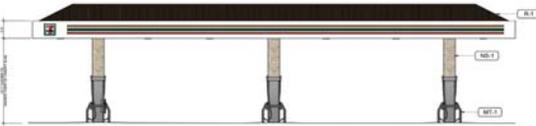
5 WEST/EAST ELEVATION  
 1/8" = 1'-0"



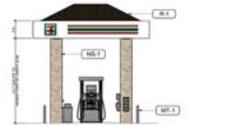
6 SOUTH ELEVATION  
 1/8" = 1'-0"



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



6 GAS CANOPY FRONT ELEVATION  
 1/8" = 1'-0"



5 GAS CANOPY SIDE ELEVATION  
 1/8" = 1'-0"

- NS-1 ALLIANCE MATERIALS - SAW CUT LUEDERS/ LUEDERS BUFF
- NS-2 ALLIANCE MATERIALS - SAW CUT PANHANDLE
- C-1 CAST SILL
- MT-1 PREFINISHED DARK BRONZE METAL
- MT-2 PREFINISHED DARK BRONZE METAL PARAPET CAP
- P-1 SHERWIN WILLIAMS - SEAL SKIN SW 7675
- R-1 STANDING SEAM METAL ROOFING - PREFINISHED DARK BRONZE METAL

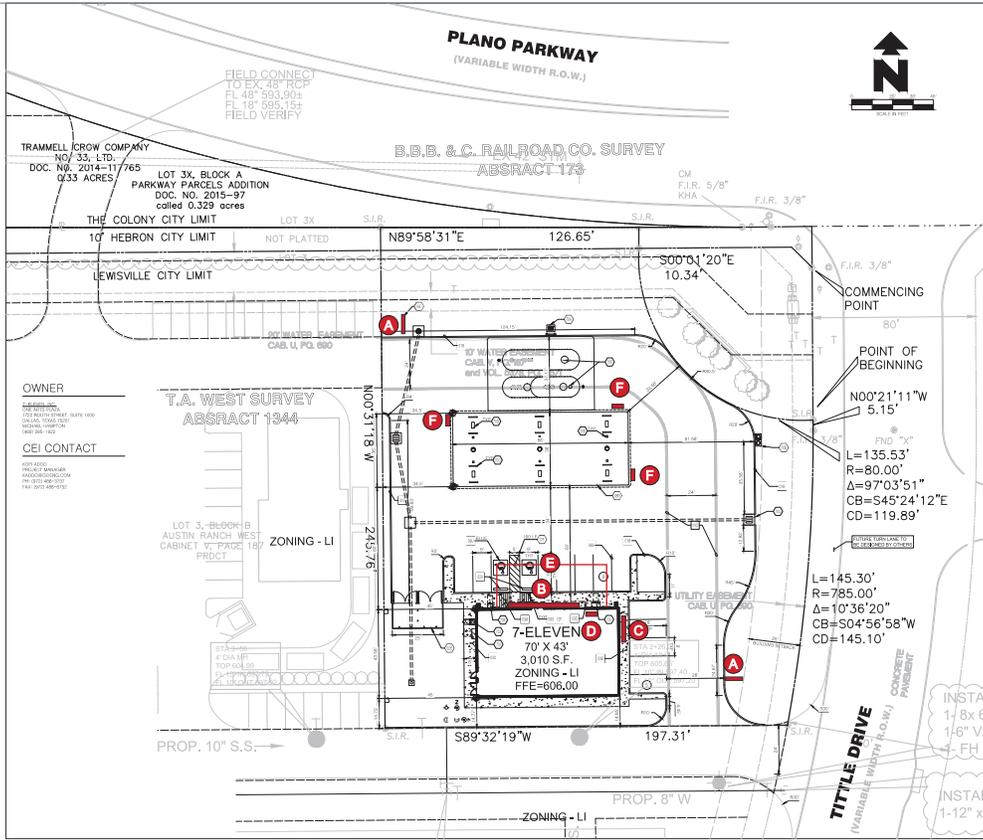
7-ELEVEN, INC.  
 ONE ARTS PLAZA, 1722 ROUTE 175 STREET, DALLAS, TEXAS 75201  
 7-11 #1036704  
 1036704.DWG  
 LEWISVILLE, TX  
 PRESENTATION SHEET

14-007  
 Scan: AS NOTED  
 Drawn By: JT  
 Checked By: PS

DATE: 05/27/15

1/8" = 1'-0"

PR1



1 Site Plan  
 NTS



5300 SHAD ROAD, JACKSONVILLE, FL 32257 904.268.4681

7-Eleven #37266 (1036704)  
 Plano Parkway @ Title Drive  
 Lewisville, Texas 78056

SVE3930-R3

F:\Customers\7\_Eleven\Art  
 (SVE3930-R3 #37266 (1036704).cdr

Manufacture & Ship  
 Site Re-Branding Exhibit

11.05.14 : ORIGINAL CONCEPT  
 01.04.15 : REV 1  
 07.02.15 : REV 2  
 07.06.15 : REV 3

Salesperson: RG PM: BB Designer: MH Page: 1

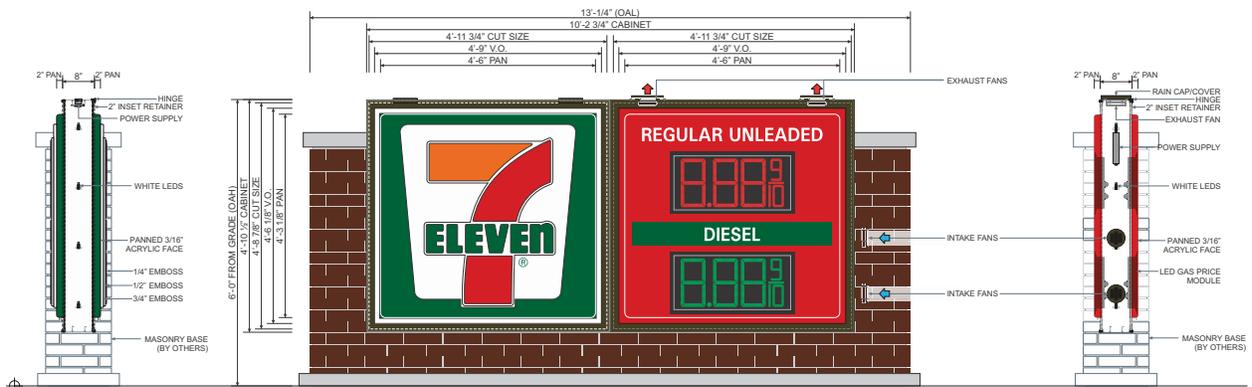
customer approval date:



CSA C22.2 No.297

THE SIGNS ON THESE PAGES HAVE BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES OR REQUIREMENTS OF THE REC-008 AND/OR THE 2000 FBC AND/OR THE 2007 SBC

THIS DESIGN IS FOR THE SOLE PURPOSE OF ILLUSTRATION & CONCEPT DESIGN. THIS FILE IS NOT TO BE USED FOR PRODUCTION AND/OR FABRICATION. THIS DESIGN IS THE SOLE PROPERTY OF HARBINGER AND MAY NOT BE USED OR DUPLICATED IN ANY FORM WITHOUT THE EXPRESS WRITTEN PERMISSION OF HARBINGER.



MANUFACTURE & SHIP: TWO (2) CUSTOM D/F INTERNALLY ILLUMINATED MONUMENT SIGN CABINETS.

MAIN-ID FACES: TWO (2) 3/16" THICK PAN FORMED & EMBOSSED WHITE ACRYLIC FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE.

"DOUBLE-PRODUCT" DIESEL FACES: TWO (2) 3/16" THICK PAN FORMED CLEAR ACRYLIC FACES BACK SPRAYED PMS 485 RED THEN PMS WHITE W/ 3M 3630-26 GREEN TRANSLUCENT VINYL & 3M 7725-12 BLACK VINYL TRIM AROUND LED WINDOW APPLIED SECOND SURFACE.

8" DEEP EXTRUDED ALUM. CABINET W/ 2" INSET HINGED RETAINERS & RAIN-CAPS ALL TO BE PAINTED DURANODIC BRONZE. 2" INSET RETAINERS TO BE HINGED ON ONE SIDE OF CABINET. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

PROVIDE CUSTOMER W/ STANDARD 12" DIGIT RED LED MODULES.  
 PROVIDE CUSTOMER W/ STANDARD 12" DIGIT GREEN LED MODULES.

7-ELEVEN VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN, 3M 7725-12 BLACK  
 7-ELEVEN PAINT SPECS: PMS 485 RED & PMS WHITE

NOTE: MASONRY MONUMENT BASE TO BE PROVIDED BY OTHERS (TO MATCH EXISTING BUILDING MASONRY).  
 NOTE: MASONRY MONUMENT BASE MUST HAVE VENTILATED AREAS ON SIDES FOR GAS PRICE SIGNAGE.

7-ELEVEN LOGO DIMENSIONS:  
 OAH: 46"  
 OAL: 44 3/16"

PRODUCT/LED MODULE SPECS:  
 LED UNIT SIZE: 15.6" X 31.3"  
 LED UNIT V.O.: 15.6" X 31.3"  
 LED CHARACTER SIZE: 12"  
 DIESEL BKGRND SIZE: 6" X 50"  
 PRODUCT COPY: 3.5"

2 | Front Elevation & Side Detail - Custom Sign Cabinet - Monument Sign Structure - Sign A  
 1/2" = 1'-0"

Display Square Footage (Cabinet): 49.8



5300 SHAD ROAD, JACKSONVILLE, FL. 32257 904.268.4681

7-Eleven #37266 (1036704)  
 Plano Parkway @ Title Drive  
 Lewisville, Texas 78056

SVE3930-R3

F:\Customers\7\_Eleven\Art  
 \SVE3930-R3 #37266 (1036704).cdr

Manufacture & Ship  
 Site Re-Branding Exhibit

11.05.14 : ORIGINAL CONCEPT  
 01.04.15 : REV 1  
 07.02.15 : REV 2  
 07.06.15 : REV 3

Salesperson: RG PM: BB Designer: MH Page: 2

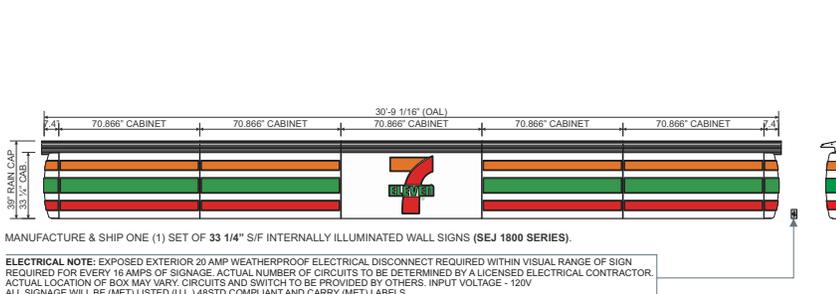
customer approval date:



CSA C22.2 No.297

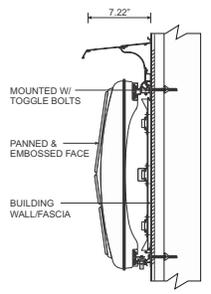
THE SIGNS ON THESE PAGES HAVE BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES OR REQUIREMENTS OF THE NEC-2008 AND/OR THE 2010 FBC AND/OR THE 2007 SIBC

THIS DESIGN IS FOR THE SOLE PURPOSE OF ILLUSTRATION & CONCEPT DESIGN. THIS FILE IS NOT TO BE USED FOR PRODUCTION AND/OR FABRICATION. THIS DESIGN IS THE SOLE PROPERTY OF HARBINGER AND MAY NOT BE USED OR DUPLICATED IN ANY FORM WITHOUT THE EXPRESS WRITTEN PERMISSION OF HARBINGER.



MANUFACTURE & SHIP ONE (1) SET OF 33 1/4" S/F INTERNALLY ILLUMINATED WALL SIGNS (SEJ 1800 SERIES).  
**ELECTRICAL NOTE:** EXPOSED EXTERIOR 20 AMP WEATHERPROOF ELECTRICAL DISCONNECT REQUIRED WITHIN VISUAL RANGE OF SIGN REQUIRED FOR EVERY 16 AMPS OF SIGNAGE. ACTUAL NUMBER OF CIRCUITS TO BE DETERMINED BY A LICENSED ELECTRICAL CONTRACTOR. ACTUAL LOCATION OF BOX MAY VARY. CIRCUITS AND SWITCH TO BE PROVIDED BY OTHERS. INPUT VOLTAGE - 120V ALL SIGNAGE WILL BE (MET) LISTED, (UL) 48STD COMPLIANT AND CARRY (MET) LABELS.

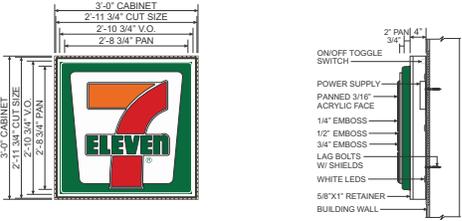
**NOTE: TATAYAMA SIGN WILL NEED TO GO THRU VARIANCE WITH AUSTIN RANCH BOARD.**



**NOTE: FOR COMPLETE INSTALL INSTRUCTIONS, REFER TO ENCLOSED MANUFACTURERS' DOCUMENTS.**

3 Front Elevation - SEJ 1800 Series Wall Sign Cabinets - Sign B  
1/4" = 1'-0" Display Square Footage (Cabinets): 85.3

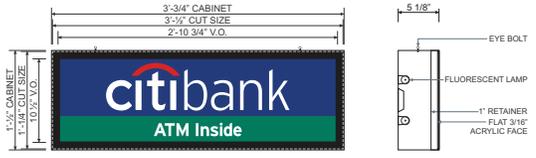
4 Side Mounting Detail - Sign B  
NTS



MANUFACTURE & SHIP ONE (1) STANDARD 3'X3' (GREEN ID) INTERNALLY ILLUMINATED S/F WALL SIGN. 3/16" THICK PAN & EMBOSSED WHITE ACRYLIC FACE W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS. 4" DEEP EXTRUDED ALUM. CABINET ALL PAINTED DURANODIC BRONZE. 5/8" FACE X 1" RETURN PRE-PAINTED DURANODIC BRONZE RETAINER.

7-ELEVEN LOGO DIMENSIONS:  
OAH: 29 1/2"  
OAL: 28 5/16"

5 Front Elevation & Side Mounting Detail - Standard 3'x3' SF Wall Sign - Sign C  
1/2" = 1'-0" Display Square Footage (Cabinet): 9.0



INSTALL ONE (1) STANDARD INTERNALLY ILLUMINATED S/F WINDOW SIGN. 3/16" THICK FLAT WHITE ACRYLIC FACE W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. CABINET TO BE INTERNALLY ILLUMINATED W/ T-8 H.O. FLUORESCENT LAMPS. 5 1/8" DEEP ALUM. CABINET & 1" RETAINERS ALL PAINTED BLACK. SIGN TO HANG INSIDE THE STORE BEHIND GLASS AS INDICATED IN PHOTO OVERLAY WITH EYE BOLTS.

VINYL SPECS: 3M 3630-157 BLUE, 3M 3630-33 RED, 3M 3630-126 GREEN  
**NOTE: ATM SIGN TO BE FABRICATED & PROVIDED BY OTHERS!**

6 Front Elevation & Side Mounting Detail - Standard ATM S/F Window Sign - Sign D  
1" = 1'-0" Display Square Footage (Cabinet): 3.2



WINDOW VINYL GRAPHICS.  
 VINYL GRAPHICS TO BE APPLIED SECOND SURFACE ONTO DESIGNATED STORE WINDOWS.  
**NOTE: WINDOW GRAPHICS KITS TO BE PROVIDED AND INSTALLED BY OTHERS, NOT PART OF HARBINGERS SCOPE OF WORK.**  
**NOTE: FOR FULL INSTALLATION INSTRUCTIONS, REFER TO 7-ELEVEN SIGNAGE MANUAL.**

**7** Front Elevation - Typical Window Vinyl Graphics - Sign E  
 3/8" = 1'-0"



5300 SHAD ROAD, JACKSONVILLE, FL. 32257 904.268.4681

7-Eleven #37266 (1036704)  
 Plano Parkway @ Tittle Drive  
 Lewisville, Texas 78056

SVE3930-R3

F:\Customers\7\_Eleven\Art  
 \SVE3930-R3 #37266 (1036704).cdr

Manufacture & Ship  
 Site Re-Branding Exhibit

11.05.14 : ORIGINAL CONCEPT  
 01.04.15 : REV 1  
 07.02.15 : REV 2  
 07.06.15 : REV 3

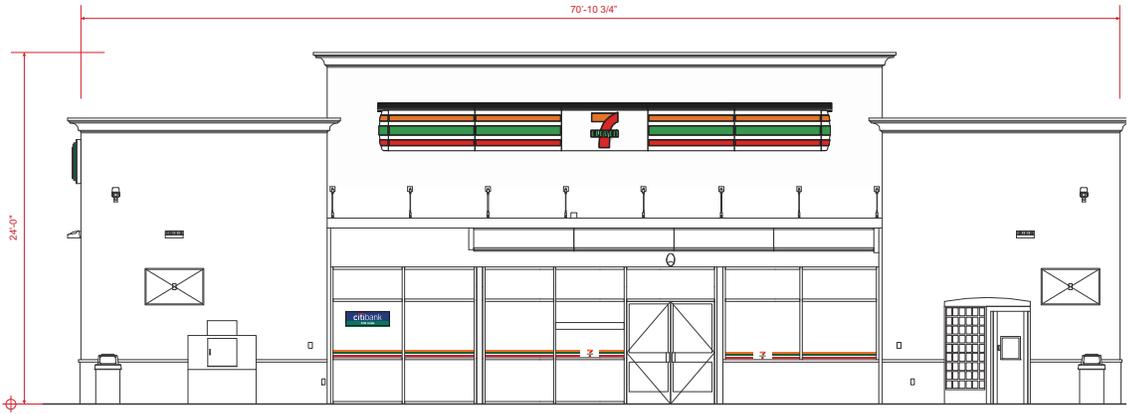
Salesperson: RG PM: BB Designer: MH Page: 4

customer approval \_\_\_\_\_ date: \_\_\_\_\_



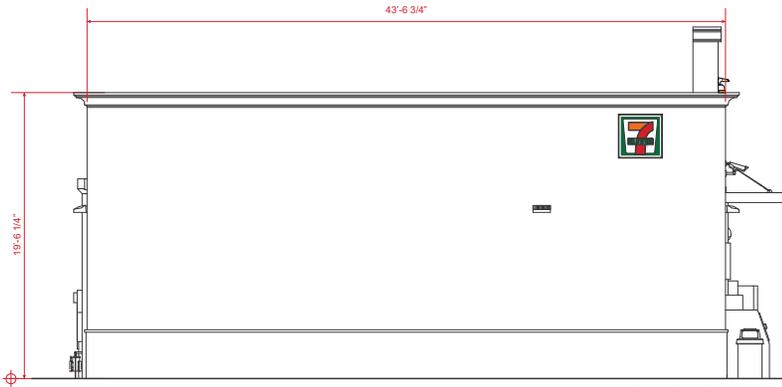
CSA C22.2 No.297

THE SIGNS ON THESE PAGES HAVE BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES OR REQUIREMENTS OF THE NEC-2008 AND/OR THE 2010 IBC AND/OR THE 2007 SBC



8 | Photo Overlay - Storefront - NORTH ELEVATION - Signs B, D & E  
 NTS

PROPOSED ELEVATION: 88.5 SQ FT



9 | Photo Overlay - Side (Left) - EAST ELEVATION - Sign C  
 NTS

PROPOSED ELEVATION: 9.0 SQ FT

**harbinger.**  
 sign of the future

5300 SHAD ROAD, JACKSONVILLE, FL. 32257 904.268.4681

7-Eleven #37266 (1036704)  
 Plano Parkway @ Title Drive  
 Lewisville, Texas 78056

SVE3930-R3

F:\Customers\7\_Eleven\Art  
 (SVE3930-R3 #37266 (1036704).cdr

Manufacture & Ship  
 Site Re-Branding Exhibit

11.05.14 : ORIGINAL CONCEPT  
 01.04.15 : REV 1  
 07.02.15 : REV 2  
 07.06.15 : REV 3

Salesperson: RG PM: BB Designer: MH Page: 5

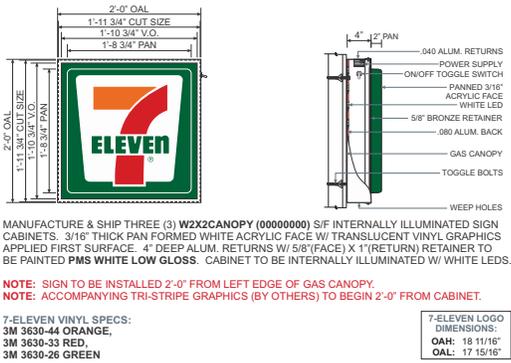
customer approval \_\_\_\_\_ date: \_\_\_\_\_



CSA C22.2 No.297

THE SIGNS ON THESE PAGES HAVE BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES OR REQUIREMENTS OF THE REC-008 AND/OR THE 2010 FBC AND/OR THE 2007 SBC

THIS DESIGN IS FOR THE SOLE PURPOSE OF ILLUSTRATION & CONCEPT DESIGN. THIS FILE IS NOT TO BE USED FOR PRODUCTION AND/OR FABRICATION. THIS DESIGN IS THE SOLE PROPERTY OF HARBINGER AND MAY NOT BE USED OR DUPLICATED IN ANY FORM WITHOUT THE EXPRESS WRITTEN PERMISSION OF HARBINGER.



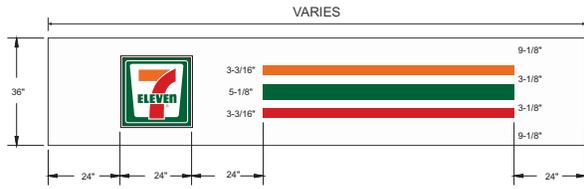
MANUFACTURE & SHIP THREE (3) W2X2CANOPY (00000000) S/F INTERNALLY ILLUMINATED SIGN CABINETS. 3/16" THICK PAN FORMED WHITE ACRYLIC FACE W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. 4" DEEP ALUM. RETURNS W/ 5/8"(FACE) X 1"(RETURN) RETAINER TO BE PAINTED PMS WHITE LOW GLOSS. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

**NOTE:** SIGN TO BE INSTALLED 2'-0" FROM LEFT EDGE OF GAS CANOPY.  
**NOTE:** ACCOMPANYING TRI-STRIPE GRAPHICS (BY OTHERS) TO BEGIN 2'-0" FROM CABINET.

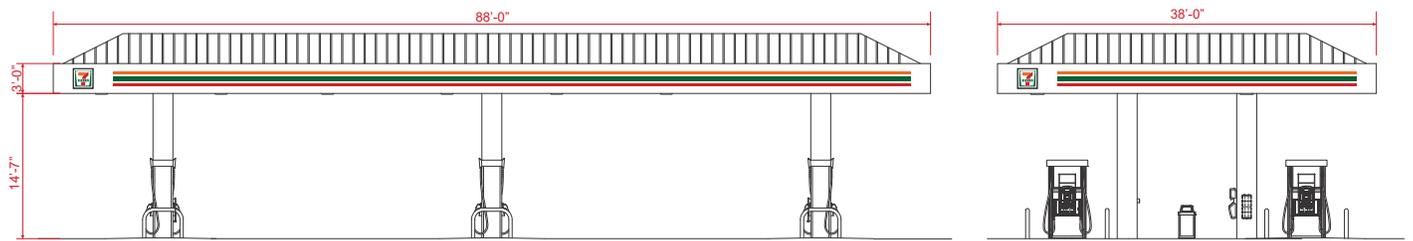
7-ELEVEN VINYL SPECS:  
 3M 3630-44 ORANGE,  
 3M 3630-33 RED,  
 3M 3630-26 GREEN

7-ELEVEN LOGO DIMENSIONS:  
 OAL: 18 11/16"  
 OAL: 17 15/16"

10 Front Elevation & Side Mounting Detail - W2X2CANOPY (00000000) Canopy Cabinet - Sign F  
 3/4" = 1'-0"  
 Display Square Footage(Cabinet): 4.0



11 Front Elevation - Typical 36" Canopy Height - Sign And Graphics Layout  
 3/8" = 1'-0"



12 Overlay - Proposed Canopy Layout - Sign F  
 NTS



5300 SHAD ROAD, JACKSONVILLE, FL. 32257 904.268.4681

7-Eleven #37266 (1036704)  
 Plano Parkway @ Title Drive  
 Lewisville, Texas 78056

SVE3930-R3

F:\Customers\7\_Eleven\Art  
 \SVE3930-R3 #37266 (1036704).cdr

Manufacture & Ship  
 Site Re-Branding Exhibit

11.05.14 : ORIGINAL CONCEPT  
 01.04.15 : REV 1  
 07.02.15 : REV 2  
 07.06.15 : REV 3

Salesperson: RG PM: BB Designer: MH Page: 6

customer approval date:



THE SIGNS ON THESE PAGES HAVE BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES OR REQUIREMENTS OF THE REC-008 AND/OR THE 2000 FBC AND/OR THE 2007 SBC

THIS DESIGN IS FOR THE SOLE PURPOSE OF ILLUSTRATION & CONCEPT DESIGN. THIS FILE IS NOT TO BE USED FOR PRODUCTION AND/OR FABRICATION. THIS DESIGN IS THE SOLE PROPERTY OF HARBINGER AND MAY NOT BE USED OR DUPLICATED IN ANY FORM WITHOUT THE EXPRESS WRITTEN PERMISSION OF HARBINGER.

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Cleve Joiner, Director of Neighborhood Services

**DATE:** July 28, 2015

**SUBJECT:** **Public Hearing: Consideration of a Resolution Authorizing the Adoption of the Community Development Block Grant (CDBG) 2015 Annual Action Plan; Authorization for the City Manager to Submit the Plan to the U.S. Department of Housing and Urban Development; and Acknowledge Receipt of the Recommended FY 2015-2016 City Social Service Agency Fund Budget of \$170,000 From the CDBG Advisory Committee.**

### BACKGROUND

Each year the City must submit an Annual Action Plan proposing to spend Community Development Block Grant (CDBG) funds on priorities identified in the City's 2012 Five-Year Consolidated Plan for Housing and Community Development for the CDBG program. This year's CDBG allocation to the City will be \$616,796 compared to \$587,116 in FY 2014-2015. Additionally \$48,000 of prior year funding was made available for projects in this Plan. Concurrent with the consideration of proposals for CDBG funding, the CDBG Advisory Committee also scored and reviewed proposals for the City Social Service Agency Fund. The Committee used a target budget of \$170,000 for the 'City Fund' based on current funding.

The Annual Action Plan was made available for review during a 30 day Public Comment period from July 3, 2015 through August 3, 2015 when a Public Hearing before City Council is scheduled for consideration of a resolution authorizing adoption of the Plan.

### ANALYSIS

The 2015-2016 Annual Action Plan fulfills HUD requirements in order to receive CDBG entitlement grant funds for Housing, Community Development and Public Service projects. At their June 16, 2015 meeting, the Committee, by a vote of 5-0, recommended a draft budget which has been incorporated into the Annual Action Plan. The Annual Action Plan has been developed in accordance with HUD regulations and the City's Five Year Consolidated Plan. The plan also includes City strategies for its CDBG program such as rationale for geographic targeting, explanation of funding sources, leveraging and coordination with community agencies. This year social service agencies were allocated funds based on an open application cycle.

Subject: CDBG Annual Action Plan  
July 28, 2015  
Page 2

The Plan calls for continued funding for the First-time Homebuyer program in support of affordable housing (\$48,000). There are five new projects recommended for funding, including Manhole Rehabilitation (\$165,000), the installation of restroom facilities at Rev. Allen Turner Sr. Park (\$80,000), facility expansions for Children's Advocacy Center (\$12,053) and PediPlace (\$108,884), and a facility finish-out for Special Abilities of North Texas (SANT). The award for SANT should be considered as "up to" \$35,000. SANT will need to show that the number of Lewisville residents served by the project is proportional to the amount of funding from the City compared to the overall cost of the project. Staff will likely recommend a lesser amount when contracts are prepared for Council approval in September.

Proposals considered by the Committee but not recommended for funding were Denton County MHMR for a Tobacco Cessation Program, Knight Light Charities for Crisis Relief, and Operation Peace of Mind for their LINK youth program. The committee recommends funding one new agency: Boys & Girls Club of North Central Texas for their new location in Lewisville at the Texas Education Center conducting after school programs for children ages 6-17.

The City Social Service Agency Fund recommendations are also presented in the attached draft budget to give Council the opportunity to review or comment although they are not part of the HUD Annual Action Plan. The Committee's recommendations from the general fund budget will be incorporated into the City Budget process.

The Annual Action Plan includes an amendment to the 2012 Consolidated Plan for Housing and Community Development to establish Lakeland Terrace, No. 2 as a new Targeted Reinvestment Neighborhood, joining three small neighborhoods in Old Town as designated areas for concentrated project activity and for incentives in the First-time Homebuyer Assistance and Housing Rehabilitation Programs.

An amendment to prior-year Action Plans uses \$48,000 that was available from the Holford's Prairie and Poydras-Decker Asphalt Rehab projects which were well under budget for both projects when bids were sought. The CDBG Advisory Committee has recommended these funds be added to the Manhole Rehabilitation project for a project funding total of \$165,000. However, Council has recently stated a preference for concrete streets over asphalt streets so a future amendment will be needed to revise the CDBG Action Plan.

Due to constraints of advertising public notices, the additional cost of concrete streets cannot be placed in this plan but a future amendment will be prepared to revise the street projects with an estimated cost of \$697,000. The Holfords Prairie and Poydras-Decker projects have \$323,168 remaining after the amendment included in this plan. This will necessitate re-allocating funds from the following projects:

Subject: CDBG Annual Action Plan  
July 28, 2015  
Page 3

2014 Housing Rehabilitation	\$70,000
2014 Land Acquisition for Affordable Housing	\$120,000
2015 Manhole Rehabilitation	\$165,000

Using current estimates, this would still leave the concrete street projects short by about \$19,000. Depending on actual bids, this could be made up if funds remain in Housing Rehabilitation or Homebuyer programs at the time of awarding the project or from non-CDBG funding. These amendments would still leave nearly \$200,000 available for Housing Rehabilitation funded in other projects. The Land Acquisition project would be cancelled entirely. The Manhole Rehabilitation project would be funded from other sources.

**CDBG & City Fund - Joint Budget FY 15-16**

<b>Agency/Project</b>	<b>Rank</b>	<b>CDBG</b>	<b>City Fund</b>
First-time Homebuyer Assistance Program	1	48,000	-
Turner Park Restroom Facility	2	80,000	-
Manhole Rehabilitation	3	165,000	-
PediPlace- Facility Expansion	3	108,884	-
CACDC- Facility Expansion	5	12,053	-
SANT- Building Finish-out	6	35,000	-
<b>CDBG – CATEGORY I TOTAL</b>		<b>448,937</b>	<b>-</b>
<b>CDBG ADMINISTRATION TOTAL</b>		<b>123,359</b>	<b>-</b>
<b>Public Services</b>			
CCA-Adult Health Care	2	25,000	-
Health Services of North Texas - Nutrition Center Services	3	5,000	-
Pedi Place - Pediatric Healthcare	4	-	56,000
Communities in Schools of N. TX-Dropout Prevention Program	8	-	31,500
Operation Peace of Mind-Community Works Program	16	-	-
Youth and Family Counseling- First Offender Program & Other Kids	7	-	25,000
Knight Light Charities	18	-	-
Denton County MHMR	17	-	-
Retired Senior Volunteer Program	6	-	11,000
SPAN-Meals Program	1	24,000	-
Youth & Family Community Psych. Care Program	12	-	15,000
Children's Advocacy Center of Denton Co-Victims of Child Abuse	5	8,500	17,500
Court Appointed Special Advocates (CASA) Program	11	14,000	-
Denton County Friends of the Family-Outreach Face to Face	13	-	8,000
Denton County Friends of the Family-Shelter	10	10,000	-
Special Abilities of North Texas- Adult Day Care	N/A	-	-
Camp Summit-Camp Scholarships	15	-	1,500
Boys & Girls Club	14	\$6,000	-
Empowering America's Future	11	-	4,500
<b>CDBG AND CITY FUND - CATEGORY II TOTAL</b>		<b>92,500</b>	<b>170,000</b>
<b>GRAND TOTAL</b>		<b>664,796</b>	<b>170,000</b>
Available from Prior Years		48,000	
Available for 2015-2016		616,796	

**RECOMMENDATION**

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

## LEGAL NOTICE

ATTENTION		SENDER	
Today's Date:	<b>June 29, 2015</b>	# of Pages:	<b>1 of 1</b>
To:	<b>Legal Notices</b>	From:	<b>City Of Lewisville</b>
Dept:	<b>Legal Advertising Dept.</b>	Attn:	<b>Jamey Kirby</b>
Company:	<b>Denton Record Chronicle</b>	Dept:	<b>Neighborhood Services - Grants</b>
Tel:	<b>940-387-7755</b>	Tel:	<b>972-219-3780</b>
Fax:	<b>940-566-6818</b>	Fax:	<b>972-219-3772</b>
E-Mail:	<a href="mailto:classads@dentonrc.com">classads@dentonrc.com</a>	E-Mail:	<a href="mailto:jkirby@cityoflewisville.com">jkirby@cityoflewisville.com</a>

### NOTE:

The **notice below** is to run in the Southern Denton County Neighbors paper on the following dates:

**FRIDAY, July 3, 2015 & July 31, 2015**

---

PUBLIC NOTICE: The City of Lewisville is soliciting public comment on the Community Development Block Grant (CDBG) Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development (HUD) for receipt of funds for 2015-2016. The document is available for viewing from 8:00 a.m., Friday, July 3, 2015 until 5:00 p.m. Monday, August 3, 2015 at 151 W. Church St., at the Building Inspections counter and at the reference desk of the City Library as well as on the City website at: [www.cityoflewisville.com](http://www.cityoflewisville.com) (About Us >City Departments >Neighborhood Services). Contact: Jamey Kirby at (972)219-3780 or [jkirby@cityoflewisville.com](mailto:jkirby@cityoflewisville.com) for information.

### Public Hearings

The 2012-2017 Consolidated Plan for Housing and Community Development requires an Annual Action Plan (AAP) outlining the CDBG program activities that the City proposes to carry out in the coming year. Comments received will be considered before final approval at a public hearing to be held before the City Council on Monday, August 3, 2015, 7:00 p.m. An additional Public Hearing will be held by the Community Development Block Grant Advisory Committee at its meeting on Tuesday, July 21, 2015, 6:30 p.m. Both hearings will be held at Old Town City Hall, 151 W. Church St.

### 2015 Action Plan Summary

The City of Lewisville will receive \$616,796 in CDBG funding and will add an estimated \$170,000 in City Social Service Agency funding. An additional \$48,000 is available from unspent prior-year funds making the total Grants Budget \$834,796. (Social Services: \$262,500, Housing and Community Development Projects: \$448,937, and Administration: \$123,359).

Social Services distribution: Children's Advocacy Center \$26,000, Christian Community Action \$25,000, Health Services of N. Texas \$5,000, PediPlace \$56,000, Communities in Schools \$31,500, CASA \$14,000, Friends of the Family \$18,000, RSVP \$11,000, SPAN Inc. \$24,000, Youth & Family Counseling \$40,000, Empowering America's Future \$4,500, and Camp Summit \$1,500. Social services considered but not funded: Denton County MHMR, Operation Peace of Mind and Knight Light Charities. Funded last year but did not apply this year: Special Abilities of N. Texas.

CDBG funds will also be spent on the following Housing and Community Development Projects: \$48,000 for the First-time Homebuyer Assistance Program; \$80,000 to install permanent restrooms in Turner Park; \$165,000 for Engineering and Construction for Manhole Rehabilitation in low-to-moderate income areas; \$108,884 for the expansion of the PediPlace medical clinic; \$12,053 for non-construction costs related to the expansion of the Children's Advocacy Center facility; and \$35,000 for finishing out a new facility for Special Abilities of North Texas.

### 2012 Consolidated Plan Amendment

Also being considered at the Public Hearings will be an amendment to the 2012 Consolidated Plan for Housing and Community Development to establish the Lakeland Terrace, No. 3 as a new Targeted Re-investment Neighborhood, joining three small neighborhoods in Old Town as designated areas for concentrated project activity and for incentives in the First-time Homebuyer and Housing Rehabilitation programs.

### 2014 Annual Action Plan Amendment

Also being considered at the Public Hearings is an amendment to the 2013 and 2014 AAPs to re-allocate unused funds from projects. At least \$48,000, and up to \$105,000 will be available after bids are awarded for the Holford's Prairie and Poydras-Decker Asphalt Rehab projects which were well under budget for both projects. \$48,000 has already been anticipated and is reflected in the project funding for the 2015 AAP as listed above. An additional \$57,000 could be made available depending on whether or not it is used for additional quantities of asphalt for the projects. If it is made available before the August 3 public hearing, the CDBG Advisory Committee has recommended that it be added to the Manhole Rehab project for a new project funding total of \$222,000. The re-allocated funds would be available immediately upon approval of the amendment and could be used for the engineering costs of the project.

**EXCERPTED MINUTES  
COMMUNITY DEVELOPMENT BLOCK GRANT  
ADVISORY COMMITTEE (CDBGAC)**

**Tuesday, May 26, 2015**

The Community Development Block Grant Advisory Committee convened at 6:30 p.m. in the Community Development Conference Room, Eric Page presiding.

**Committee Members**

**Present:**

Judy Kay Ferguson  
Sarah McLain  
Tamela Bowie  
Robert Paul

**Committee Members**

**Absent:**

Eric Page, Chair  
Debbie Fu, Vice Chair

**Staff Members**

**Present:**

Jamey Kirby, Grants Coordinator  
Laura Mitchell, Grants Specialist

**Guests:**

Bob Monaghan, Director PALS

**Item 2:** The committee heard presentations from City Staff submitting proposals for CDBG Bricks and Mortar Fund grants for program year 2015. Bob Monaghan, Director of Parks and Leisure Services answered questions for the proposed funding for the Rev. Allen Turner Sr. Park Restroom Facilities. The proposal would use \$80,000 to construct a permanent two-compartment, uni-sex restroom.

Laura Mitchell presented a proposal for \$48,000 for the First-Time Homebuyer Assistance Program. The Program provides down payment, closing cost, and principal reduction assistance to very low, low, and moderate income families. Only \$48,000 is requested for next year because the program has seen fewer closing this year and is expected to have funds carry-over.

**Item 3:** The committee scored the proposals and suggested initial funding recommendations for the CDBG Bricks and Mortar Fund proposals. \$400,937 is available. The committee had questions regarding the SANT proposal and will continue allocating the remaining \$120,884 at its next meeting.

Category I Funding Recommendations

Project	Rank	Recommendations for Council Approval
First-time Homebuyer Assistance Program	1	\$48,000
Parks & Leisure Services- Turner Park Restrooms	2	\$80,000
Engineering- Manhole Rehabilitation	3	\$140,000
PediPlace- Facility Expansion	4	\$0
CACDC- Facility Expansion	5	\$12,053
SANT- Renovate New Facility	6	\$0

**Total:** \$280,053

**EXCERPTED MINUTES  
COMMUNITY DEVELOPMENT BLOCK GRANT  
ADVISORY COMMITTEE (CDBGAC)**

**Tuesday, June 16, 2015**

The Community Development Block Grant Advisory Committee convened at 6:30 p.m. in the Community Development Conference Room, Eric Page presiding.

**Committee Members**

**Present:**

Eric Page, Chair  
Debbie Fu, Vice Chair  
Tamela Bowie  
Sarah McLain  
Judy Kay Ferguson

**Committee Members**

**Absent:**

Robert Paul

**Staff Members**

**Present:**

Jamey Kirby, Grants Coordinator  
Laura Mitchell, Grants Specialist

**Guests:**

None

**Item 3:** Jamey Kirby explained that up to \$48,000 dollars could be transferred to Category I for PY 2015-2016 as the streets bids came in under budget. Depending on whether funds are needed for additional quantities of asphalt, another \$57,000 could also be available.

**Item 4:** The committee discussed the funding recommendations for Category I proposals from the May 26 meeting taking into consideration the new allocation from PY 2014. Tamela Bowie made a motion to recommend the funding for the Category I proposals as listed in the chart below to the city council for Approval. Sarah McLain seconded the motion. The recommendation includes the \$48,000 made available from prior year funds. Further, if another \$57,000 is determined by staff to be available after the Holfords Prairie Project bid, then the committee recommends using it for the Manhole Rehabilitation project as well. The motion was approved unanimously.

Category I Funding Recommendations

Project	Rank	Recommendations for Council Approval
First-time Homebuyer Assistance Program	1	\$48,000
Parks & Leisure Services- Turner Park Restrooms	2	\$80,000
Engineering- Manhole Rehabilitation	3	\$165,000*
PediPlace- Facility Expansion	3	\$108,884
CACDC- Facility Expansion	5	\$12,053
SANT- Renovate New Facility	6	\$35,000

**Total:** \$448,937

\* or \$222,000 if additional funds are available

**Item 6:** The committee revisited their social services funding recommendations. After discussion, Judy Kay Ferguson made a motion, seconded by Ms. Fu to recommend the funding amounts without changes as listed in the chart below to city council for approval. The motion was passed unanimously.

Agencies-Program	Score	Rank	6/16/15 Recomm. for Council Approval
SPAN- Meals Pgm.	118.83	1	\$24,000
CCA- Adult Health Center	117.33	2	\$25,000
Health Services of N. TX- Nutrition Center Services	116.00	3	\$5,000
PediPlace	115.33	4	\$56,000
Children's Advocacy Ctr of Denton Co-Victim Srves	112.50	5	\$26,000
Retired Senior Volunteer Program	112.33	6	\$11,000
Youth and Family- First Offender Pgm& Other Kids	112.00	7	\$25,000
Communities in Schools of N. TX-Dropout Prev Pgm.	111.00	8	\$31,500
Empowering America's Future	109.33	9	\$4,500
Denton County Friends of the Family-Shelter	109.17	10	\$10,000
Court Appointed Special Advocates (CASA) Program	108.00	11	\$14,000
Youth & Family Community Psych. Care Pgm.	106.33	12	\$15,000
Denton County Friends of the Family-Outreach	104.17	13	\$8,000
Boys & Girls Club-Afterschool Program	103.00	14	\$6,000
Camp Summit-Camp Scholarships	101.33	15	\$1,500
Operation Peace of Mind-Community Works Pgm.	99.17	16	\$0
Denton County MHMR-Smoking Cessation Program	92.33	17	\$0
Knight Light Charities	74.50	18	\$0

**Total:** \$262,500.00

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, PROVIDING FOR THE ADOPTION OF THE 2015 ANNUAL ACTION PLAN, AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

**WHEREAS**, an Annual Action Plan for Housing and Community Development must be adopted by the City of Lewisville in fulfillment of the requirements of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended and the Stewart B. McKinney Act of 1987, as amended; and,

**WHEREAS**, the Annual Action Plan for Housing and Community Development has been made available for public review and comment for a 30 day period; and,

**WHEREAS**, the Lewisville Community Development Block Grant Advisory Committee held a series of public meetings to allow public comment regarding the needs and strategies set forth in the Annual Action Plan for Housing and Community Development; and,

**WHEREAS**, the Lewisville City Council has conducted a public hearing on this day to consider the Annual Action Plan for Housing and Community Development and any comments thereto, with notices of said hearing published in the City official newspaper on July 3 and July 31, 2015;

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

**SECTION 1.** The 2015 Annual Action Plan for Housing and Community Development is hereby adopted to serve as a planning document that identifies actions to be taken to meet

Lewisville's needs for affordable and supportive housing, community development, homeless needs and public services.

**SECTION 2.** The City Manager of the City of Lewisville is authorized to submit the 2015 Annual Action Plan for Housing and Community Development to the U.S. Department of Housing and Urban Development prior to August 16, 2015.

This Resolution is effective on and after its date of adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 3<sup>rd</sup> DAY OF AUGUST, 2015.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CDBG & CITY FUND - BUDGET FY 15-16**

Funding Breakdown	CDBG		City Fund		CDBG	City Fund
	Available	Requested	Available	Requested	Difference	
Total 2015-2016 Funding	\$ 616,796					
Available Prior Year Funding	\$ 48,000					
Category I (minimum)	\$ 448,918	\$ 740,053			\$ (291,135)	
Cat II (15% CDBG Public Srv cap)	\$ 92,519	\$ 76,800	\$ 170,000	\$ 425,630	\$ 15,719	\$ (255,630)
20% Administration Cap	\$ 123,359	\$ 123,359			\$ -	\$ -

ADMINISTRATION							
Organization/Agency/Project		Amount Funded 2014		Total Requested 2015		2015 CDBG AC Recommendation	
		CDBG	City Fund	CDBG	City Fund	CDBG	City Fund
Administrative Services		\$ 117,423		\$ 123,359		\$ 123,359	

CDBG - CATEGORY I "BRICK AND MORTAR"							
Organization/Agency/Project	Rank	Amount Funded 2014		Total Requested 2015		2015 CDBG AC Recommendation	
		CDBG	City Fund	CDBG	City Fund	CDBG	City
CACDC- Facility Expansion	5			\$ 12,053		\$ 12,053	
PediPlace- Facility Expansion	3			\$ 270,000		\$ 108,884	
SANT- Building Acquisition	6			\$ 50,000		\$ 35,000	
FHAP	1	\$ 120,000		\$ 48,000		\$ 48,000	
Manhole Rehabilitation	3	\$ -		\$ 280,000		\$ 165,000	
Turner Park Restroom Facility	2	\$ -		\$ 80,000		\$ 80,000	
Housing Rehabilitation	n/a	\$ 71,693		-			
Morningside-Poydras Asphalt Rehab	n/a	\$ 70,000		-			
Land Acquisition in Support of Affordable Housing	n/a	\$ 120,000		-			
<b>CDBG - CATEGORY I TOTAL</b>		<b>\$ 381,693</b>		<b>\$ 740,053</b>	<b>\$ -</b>	<b>\$ 448,937</b>	



**LEWISVILLE**

*Deep Roots. Broad Wings. Bright Future.*

# 2015-2016 ANNUAL ACTION PLAN FOR HOUSING & COMMUNITY DEVELOPMENT

**Draft for City Council and Public Hearing  
August 3, 2015**

## 2015 – 2016 ANNUAL ACTION PLAN

### TABLE OF CONTENTS

---

<b>EXECUTIVE SUMMARY</b>	<b>03</b>
<b>INTRODUCTION</b>	<b>04</b>
Assessment of Past Performance	06
Public Participation	07
<b>ANNUAL ACTION PLAN</b>	<b>07</b>
Substantial Changes and Amendments	07
Homeless and Other Special Needs	08
Housing Activities	09
Activities Considered but not funded	10
Non Housing Community Development Activities	10
Distribution of Funding	11
CDBG & City Fund- Joint Budget FY14-15	12
<b>FUNDING SOURCES</b>	<b>13</b>
<b>Standard Form F424:</b> CDBG Application	14
Benefits to Low and Moderate Income Persons	15
Lead Agency	15
HOME Program Funding	15
Other Agency Funding and Leveraging	15
Local Match Requirements	17
Limitations on Funding Sources	17
<b>PROGRAM/PROJECT DESCRIPTIONS</b>	<b>18</b>
Performance Measurement	18
Summary of Goals, Objectives	19
Table 2C	20
Listing of Proposed Projects & Accomplishments	22
HUD Forms 3A Project Sheets	23-36
Agency / Organization Location	37
<b>PUBLIC PARTICIPATION</b>	<b>38</b>
Public Input & Public Hearings	38
CDBG Advisory Committee Meetings	38
Summary of Public Comments	38

---

<b>STRATEGIES FOR REINVESTMENT AND OTHER ACTIONS</b>	<b>40</b>
General, Affordable Housing	40
Affordable Housing	40
Non Housing Community Development	40
Barriers to Affordable Housing	40
Fair Housing	41
Lead-Based Paint Hazards	43
Anti-Poverty Strategy	43
Institutional Structure	44
Coordination	44
Public Housing	45
Monitoring	45
Targeting and Geographical Distribution	46
Activity Locations	47
<b>MAPS</b>	
New Proposed TRN	49
Existing TRN's	50
General Target Area with TRNs	51
Census Tracts and Block Groups	52
<b>OTHER PROGRAM REQUIREMENTS</b>	<b>53</b>
Efforts to Foster Decent Housing	53
CDBG Program Specific Requirements	54
Affirmative Fair Housing Marketing Plan	55
Outreach Efforts for Procurement Services	55
<b>CERTIFICATIONS</b>	<b>56</b>
Certifications	56
Specific CDBG Certifications	60
Appendix to Certifications	63

## 2015 – 2016 ANNUAL ACTION PLAN

### INTRODUCTION AND EXECUTIVE SUMMARY

#### EXECUTIVE SUMMARY

As set forth in 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) requires jurisdictions to incorporate their planning and application requirements into one plan every three to five years called the Consolidated Plan for Housing and Community Development. A Consolidated Plan was prepared for federal plan years 2012 -2017. The City's 2015-2016 Annual Action Plan (AAP) is the fourth AAP under the 2012 Consolidated Plan.

The City's Community Development Block Grant (CDBG) allocation for FY 2015 - 2016 will be \$616,796, an increase from the 2014 - 2015 Plan Year allocation of \$587,116. The plan includes continued funding for the First-time Homebuyer Assistance Program, Street Rehabilitation/Infrastructure, Housing Rehabilitation and grants to sub-recipients for social service programs. It also funds several new projects: Manhole Rehabilitation, a Park Restroom Facility Installation, and Facility Improvements for three social service agencies.

#### **Summary of projects with objectives and outcomes:**

- First-time Homebuyer Assistance providing affordability of decent housing to 6 households - \$48,000
- Manhole Rehabilitation providing services in low-to-moderate income areas - \$165,000
- Restroom Facility Installation providing services in low-to-moderate income areas - \$80,000
- Facility Expansion for Children's Advocacy Center for Denton County providing direct services to low-to-moderate income clientele - \$12,053
- Facility Expansion for PediPlace providing direct services to low-to-moderate income clientele - \$108,884

- Building Finish-out for Special Abilities of North Texas providing direct services to low-to-moderate income clientele – \$35,000
- Public Service Programs totaling \$92,500:
  - Programs providing affordability of a suitable living environment for 132 people from Health Services of North Texas, and SPAN.
  - Programs providing accessibility of a suitable living environment for 150 people from CASA, Children’s Advocacy Center, Denton County Friends of the Family, and CCA and Boys & Girls Clubs.

## **INTRODUCTION**

The Neighborhood Services Department, Grants Division of the City of Lewisville worked with community residents, groups and agencies to create the 2012 - 2017 Consolidated Plan for Housing and Community Development with special emphasis on conducting a Community Needs Assessment. The strategies, goals and objectives of the Consolidated Plan guide the allocation of the City’s CDBG entitlement funding so the funds can most effectively be utilized to benefit Lewisville’s low-to-moderate-income persons, clients, households or neighborhoods. Collaborative efforts with various groups have continued through the years since the first Consolidated Plan was approved in 1997.

The Community Development Block Grant (CDBG) entitlement funding is a formula-based program designed to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities for persons of low/moderate income.

The 2015 Annual Action Plan (AAP) describes the projects and activities that will be undertaken with these funds during the City’s 2014 - 2015 Fiscal Year. (References to HUD’s 2015 “Program Year” or “Grant Year” or the City’s “2016 Fiscal Year,” abbreviated “FY ’15-16 or just “FY ‘16” all refer to a period running from October 1, 2015 to September 30, 2016.) The 2012 Consolidated Plan and

this AAP also identify those programs funded by the U.S. Department of Housing and Urban Development (HUD) for which the City assisted with planning or where it would support applications from other entities.

Development of the Action Plan began in November 2013 with two public forums and public hearings before the CDBG Advisory Committee. The Committee is charged with recommending activities and a draft budget to the Lewisville City Council. Last year, the Committee had also reviewed draft results of the 2012 Community Needs Assessment and adjusted social service category priorities, which moved Senior Services and Crisis and Financial Relief Services to the 2<sup>nd</sup> and 3<sup>rd</sup> ranked priorities behind Health Services. These new priorities were approved by Council with the 2013 Action Plan and again included in the Request for Proposals for the 2015 Plan.

Requests for Proposals (RFP) were released in February 2015 for Public Services and April 2015 for Community Development and Housing CDBG projects. The CDBG Advisory Committee heard presentations and proceeded to analyze and rank proposals. On June 16<sup>th</sup> the CDBG Advisory Committee adopted a Draft Budget to recommend to City Council the activities and funding amounts listed in this Plan. Funding for Public Services remains on a one-year cycle. After the new Needs Assessment is adopted by City Council, the City may consider returning to two or three year renewable awards beginning next year.

As the planning process began with public hearings, it will also end with an opportunity for further public comment on this document before the Advisory Committee on July 16<sup>th</sup> and City Council on August 3<sup>rd</sup>. After receiving any additional public comments, the City Manager will be authorized by Council to make appropriate changes to the proposed activities and/or to respond to public comments before final submission to HUD by August 15, 2015. A Public Notice has been published setting a 30-day comment period from July 3, 2015 to August

3, 2015. Advertisements were placed in the Friday, July 3, 2015 and July 31, editions of the Denton Record Chronicle's Neighbors Go supplement.

**Assessment of Past Performance:**

The City has had successes and difficulties in implementing CDBG funded activities. Successes include infrastructure improvements to streets and parks in low income neighborhoods, assessing social service needs, scrutinizing neighborhood conditions and establishing Targeted Reinvestment Neighborhoods (TRN), providing free homebuyer education classes through strong collaborations to hundreds of prospective homebuyers, collaborating with other agencies and the homeless coalition to secure funds and creating relationships with a network of social service providers. Significant deficiencies over the last five years include establishing capacity for an ongoing housing rehabilitation program, spending funds in a timely manner and failure to identify and support infill housing opportunities to create new affordable housing. Working with only two full time staff members, the City's Neighborhood Services staff has facilitated an open, productive process for planning and networking, but is challenged to maintain a variety of projects at any given time.

The standard requires that grantees have a ratio of no more than 1.5 times the annual allocation remaining in the CDBG line of credit balance at the time of HUD's test. In 2013 a large infrastructure project (Milton Street) was completed substantially improving the ratio. In 2014, the Southwest Parkway Project has been completed and is pending its final payment. Other projects progressed as well. The City achieved a draw ratio of 1.24 on August 2, 2014. Projects in 2015 have slowed in part due to staff turnover and focus on monitoring. Bids for street projects have been received but will not start in time to contribute to the August 2, 2015 test which is like to come in between 1.45 and 1.55.

**Public Participation:**

This Annual Plan represents the fourth year under the 2012 Consolidated Plan. This plan was developed using an effective citizen participation process in compliance with the regulations set forth in 24 CFR Part 91. The City's participation plan encourages and empowers citizens to participate in the development of viable urban programs. The City utilized the public input received to help establish strategies and priority needs to guide the development of the Consolidated Plan.

The CDBG Advisory Committee is made up of seven citizens appointed by the City Council to provide citizen input. A final public hearing was advertised and held by the City Council before formal adoption. The Consolidated Plan also had considerable public input through a Needs Assessment conducted January – July, 2012 including an agency workshop with directors or stakeholders of agencies, city departments and service organizations

**ANNUAL ACTION PLAN**

An action plan is prepared annually which describes the specific activities to be funded during the program year. The City of Lewisville's Annual Action Plan outlines the use of \$616,796 in Community Development Block Grant (CDBG) Entitlement funding allocated by HUD for the 2015 Program Year which identifies the method of distributing HUD funds, and addresses the City's overall housing and community development needs and strategies.

**Substantial Changes and Amendments to Prior Year Projects:**

- Substantial Amendments: Also being considered at the Public Hearings will be an amendment to the 2012 Consolidated Plan for Housing and Community Development to establish the Lakeland Terrace, No. 3 as a new Targeted Re-investment Neighborhood, joining three small neighborhoods in Old Town as designated areas for concentrated project

activity and for incentives in the First-time Homebuyer and Housing Rehabilitation programs.

- Minor amendments and fund transfers during 2013-2014 which did not require public notice included:
  - Also being considered at the Public Hearings is an amendment to the 2013 and 2014 AAPs to re-allocate unused funds from projects. At least \$48,000, and up to \$105,000 will be available after bids are awarded for the Holford's Prairie and Poydras-Decker Asphalt Rehab projects which were well under budget for both projects. \$48,000 has already been anticipated and is reflected in the project funding for the 2015 AAP as listed above. An additional \$57,000 could be made available before the August 3 public hearing for the Manhole Rehab project for a new project funding total of \$222,000. (Update as of 7/29/15, the City will not use the additional \$57,000 reserving it instead to upgrade the asphalt streets project to concrete. The \$48,000 has been advertised in public notices and is included in this Action Plan, however future amendments may reduce or cancel the Manhole Rehab project, as well as other projects, in order to further fund revised concrete streets projects.)

### **Homeless and Other Special Needs:**

In 2000 the Cities of Denton and Lewisville facilitated forming the Denton County Homeless Coalition with various participating agencies. The Coalition steering committee meets on a monthly basis while the general membership meets every other month. DCHC performs a homeless count every year. The coalition set forth the following homeless goals:

- Facilitate the development of increased shelter space for families and pregnant women.
- Provide shelter to individuals and households who need housing from the time of shelter release (usually 5 days) to 30 days after release.

- Increase traditional housing for homeless households with special needs.
- Develop affordable transitional housing units for homeless households.
- Support and advocate for local public policies to support affordable housing.
- Continue to develop permanent supportive housing units for homeless households with special needs. (may include non-chronically homeless as well)

This year the Coalition was successful in securing ESG funds (with the City of Denton as the lead applicant) after a year without being funded. The Coalition also succeeded in funding supportive housing for Health Services of North Texas and MHMR, transitional housing through HOPE Inc. and an HMIS through the Continuum of Care process.

The City of Lewisville will fund the Friends of the Family shelter with \$10,000 from CDBG and \$8,000 for outreach from the City Social Service Fund.

The Lewisville Salvation Army's kitchen is in November of 2010 serving 100 people on a daily basis.

The First United Methodist Church in Lewisville began a new program in 2011. New Hope's program called Youth Today (YOTO) and operated a drop-in program for homeless, abandoned, and at-risk teens for two years. However, attendance dropped off and the drop-in program was closed in December 2013.

To address special needs, a preference was established in the City's Housing Rehabilitation program for those individuals who are elderly, lowest income, or disabled. Additionally, the City uses general fund money to support the RSVP program. CDBG funds support elderly and disabled services with grants to SPAN's Meal on Wheels Program and Special Abilities' Day Care program.

### **Housing Activities:**

- ❖ The City's First-time Homebuyer Assistance Program will continue through 2015 with \$48,000 programmed in this Action Plan. \$58,000 in funds were remaining from the 2014 program year to be rolled into the upcoming year. Homebuyer closings slowed significantly in PY 14/15 with only 3 families receiving assistance so far in PY14.
- ❖ Housing Rehabilitation will continue using prior year balances. No new funding is programmed.
- ❖ The Neighborhood Services Department hired a Neighborhood Services Coordinator. The "NEST" (Neighborhood Enhancement Services Team) Team reviews issues and is planning City incentive programs and volunteer-based initiatives.

**Activities Considered but not funded:**

Operation Peace of Mind applied for funds for anti-bullying and anti-crime education for youth. Despite being funded in the past from the City Fund, the Advisory Committee did not recommend funding this year. Denton County MHMR and Knight Light Charities both applied for City Funds, but were not recommended for funding this year.

Programs that had been funded in the past but did not apply included Special Abilities of North Texas, which provides care, training and support to adults with special needs.

**Non Housing Community Development:**

Under the new 2012 Consolidated Plan, the City of Lewisville continues to focus on neighborhood-based planning and revitalization through funding neighborhood projects and public facilities improvements. This year's plan includes another street improvement project in two separate eligible areas, close to but not within one of the three Targeted Reinvestment Neighborhoods. With the completion of the Milton Street project, many of the street rehab needs in the specific Targeted Reinvestment Neighborhoods have been addressed.

**Distribution of CDBG Funding: \$616,796 new funds with \$48,000 from prior years**

<b>DISTRIBUTION OF FUNDING</b>	<b>AMOUNT</b>	<b>% OF CDBG FUNDING</b>
<b>Category I "Bricks &amp; Mortar"</b>		
-Public Facilities	\$400,937	60%
-Housing	\$48,000	7%
<b>Category I Subtotal</b>	<b>448,937</b>	<b>67.0%</b>
Category II "Social Services"		
-Health Services	\$30,000	4.5%
-Children/Youth Services	\$6,000	1%
-Victims Services	\$32,500	4.8%
-Senior Services	\$24,000	3.6%
-Disabled Services	\$0	0%
-Mental Health Services	\$0	0%
-Crisis and Financial Services	\$0	0%
Category II Subtotal	<b>\$92,500</b>	<b>14%</b>
<b>Category III "Administration/Planning"</b>	<b>\$123,359</b>	<b>19%</b>
<b>TOTAL PY 2015 CDBG FUNDS</b>	<b>\$664,796</b>	<b>100%</b>

## CDBG & City Fund - Joint Budget FY 14-15

Agency/Project	Overall Rank	CDBG	City Fund
First-time Homebuyer Assistance Program	1	48,000	-
Turner Park Restroom Facility	2	80,000	-
Manhole Rehabilitation	3	165,000	-
PediPlace- Facility Expansion	3	108,884	-
CACDC- Facility Expansion	5	12,053	
SANT- Building Acquisition	6	35,000	
<b>CDBG – CATEGORY I TOTAL</b>		<b>448,937</b>	<b>-</b>
<b>CDBG ADMINISTRATION TOTAL</b>		<b>123,359</b>	
<b>Public Services</b>			
CCA-Adult Health Care	2	25,000	-
Health Services of North Texas - Nutrition Center Services	3	5,000	-
Pedi Place - Pediatric Healthcare	4	-	56,000
Communities in Schools of N. TX-Dropout Prevention Program	8	-	31,500
Operation Peace of Mind-Community Works Program	16	-	-
Youth and Family Counseling- First Offender Program & Other Kids	7	-	25,000
Knight Light Charities	18	-	-
Denton County MHMR	17	-	-
Retired Senior Volunteer Program	6	-	11,000
SPAN-Meals Program	1	24,000	-
Youth & Family Community Psych. Care Program	12	-	15,000
Children's Advocacy Center of Denton Co-Victims of Child Abuse	5	8,500	17,500
Court Appointed Special Advocates (CASA) Program	11	14,000	-
Denton County Friends of the Family-Outreach Face to Face	13	-	8,000
Denton County Friends of the Family-Shelter	10	10,000	-
Special Abilities of North Texas- Adult Day Care	N/A	-	-
Camp Summit-Camp Scholarships	15	-	1,500
Boys & Girls Club	14	\$6,000	-
Empowering America's Future	11	-	4,500
<b>CDBG AND CITY FUND - CATEGORY II TOTAL</b>		<b>92,500</b>	<b>170,000</b>
<b>GRAND TOTAL</b>		<b>664,796</b>	<b>170,000</b>

## FUNDING SOURCES

HUD Federal Entitlement Funds for FY 2015 - 2016 will be included in the City's proposed budget for FY 2015 - 2016 consisting of a total \$616,796 in Community Development Block Grant funding. The activities and programs described in the Annual Action Plan are consistent with the Strategic Plan, in the 2012 – 2017 Consolidated Plan.

### Entitlement Grant (includes reallocated funds)

CDBG	\$616,796
ESG	\$0
HOME	\$0
HOPWA	\$0
Total	\$616,796
Prior Year's Program Income NOT previously programmed or reported	
CDBG	\$0
ESG	\$0
HOME	\$0
HOPWA	\$0
Total	\$0
Total Estimated Program Income	\$0
Total Prior Year Re-programmed Funds	\$48,000
Section 108 Loan Guarantee Fund	\$0
<b>TOTAL FUNDING SOURCES</b>	<b>\$664,796</b>
Submitted Proposed Project Totals	\$664,796
Un-Submitted Proposed Project Totals (Project Contingency Funds)	\$0

\*\* 170,000 from the City's General Fund are also budgeted for City Social Service Agency grants.



**Benefit to Low and Moderate Income Persons:**

Of the total PY 2015 CDBG allocation, less administrative costs, 15% of funds will benefit persons who have annual incomes of less than 80% of the area median income (AMI) and are clients of public service programs (Low/Mod Clientele - LMC); 48% will benefit new low/mod income homeowners (LMH); 37% will benefit residents in a low/mod income area (LMA). A total of 100% of non-admin funds are programmed to benefit low/mod income persons. Of the \$170,000 in grants made from the City's general fund, \$128,500 also supports programs benefiting low-to-moderate income clients.

**Lead Agency:**

The City of Lewisville is the lead agency for implementation of activities under the Consolidated Plan for housing and community development and the Annual Action Plan. The Economic Development and Planning Department has primary responsibility for program administration. The City will monitor sub-recipient agencies for compliance with federal, state and local requirements and to ensure performance.

**HOME Program Funding:**

The City did not apply in 2014 to the State for HOME funds for housing reconstruction to compliment the Lewisville Housing Rehabilitation Program, but if additional staff is approved by City Council then the City will apply. So far the City's priority is to spend allocated funds on regular rehab projects, but as appropriate referrals are located, the HOME funds remain an option to perform demolition and reconstruction on homes where \$30,000 of repairs would still not come close to bringing the structure up to standards.

**Other Agency Funding and Leveraging:**

Non-profit agencies receiving CDBG funds also used other resources to assist in funding their programs. In the Request for Proposals and guidelines for activity

selection, the City of Lewisville requires applicants (sub-recipients) to show at least 25% matching funds for a proposed activity.

- ◆ The Area Agency on Aging and United Way are the major source of funding for Special Program for Aging Needs (SPAN).
- ◆ Children's Advocacy Center for Denton County also receives funds from the state Children's Advocacy Centers and the federal Victims of Crime Act.
- ◆ Medicaid and private pay funds assist with Special Abilities' activities.
- ◆ Funds from the Ryan White foundation, Department of Housing and Urban Development (HUD), and Denton County are the major sources of funding for Health Services of North Texas.
- ◆ Court Appointed Special Advocates (CASA) receives a grant from the federal Victim of Crime Act and Texas CASA Crime Victims Compensation grant.
- ◆ CCA's most significant source of funding is from the operation of their re-sale stores.

Additionally, the City of Lewisville itself funds activities carried out by local non-profit organizations on behalf of Lewisville residents. For FY 15 - 16, the City has committed \$170,000 of general fund money to social service spending. The allocation process for this money is combined with the CDBG application process under the responsibility of the CDBG Advisory Committee. A joint Request for Proposals was provided to area social service providers who could apply for CDBG funds as sub-recipients and/or for City Social Service Agency Funding (City Fund) out of the City's general fund. This year 6 social service agencies will receive CDBG public services funding. The remainders of the agencies are funded using City Funds. Refer to the CDBG/ City Social Service Agency Fund Budget. City employees once again have the opportunity to support many of the same agencies that are funded in this Action Plan through payroll deductions and fundraisers benefiting the United Way of Denton Campaign.

Other sources of funding expected to be received within the region are HUD Housing Choice Voucher Program, Section 202, Low Income Housing Tax Credit (LIHTC), Federal Home Loan Bank, FEMA, State funds, private lender financing, private foundation funds, non-profit organizations, for-profit developers, and local contributors.

Development and planning of programs eligible to receive federal funding will be approached with the concept of maximizing the extent of the federal dollar commitment with the least actual dollar commitment required to make the project feasible. Leveraging will also be accomplished through coordination of programs with non-profit and for-profit partners and volunteer work groups providing labor and assistance.

**Local Match Requirements:**

If the City acquires State Home funds, the City will consider funding projects that require local matching funds. Possible sources of local match include:

- City general and other local funds,
- City or County donated properties,
- Locally-funded infrastructure,
- Funds provided by local non-profit housing organizations,
- Administrative costs, program delivery costs, and actual program expenses provided by non-profit organizations as supportive programming,
- Funds provided by private lending institutions,
- Private investment and donations, and
- Value of volunteer labor

**Limitation on Funding Sources:**

**Community Development Block Grant**

15% Cap on Public Service Activities	\$ 92,519
20% Cap on Planning and Program Management	\$ 123,359

There is no anticipated program income, surplus urban renewal settlements, or grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan, or income from float funded activities.

## **PROGRAM / PROJECT DESCRIPTIONS**

### **Performance Management:**

The 2015 - 2016 Annual Action Plan identified all activities with regards to federal requirement for Community Planning and Development (CPD) Formula Grant Programs called the Outcome Performance Measurement System. This system is to be used with the Lewisville Five Year Consolidated Plan and Annual Action Plans. This new system allows HUD to collect information on the outcomes of activities funded with CPD formula grant assistance, and to aggregate that information at the national, state and local level.

The Performance Measurement System has three overarching objectives: (1) Creating Suitable Living Environments, (2) Providing Decent Affordable Housing, and (3) Creating Economic Opportunities. There are also three outcomes under each objective: (1) Availability/Accessibility, (2) Affordability, and (3) Sustainability. Thus, the three objectives, each having three possible outcomes, will produce nine possible “outcome/objective statement in HUD’s Integrated Disbursement and Information System (IDIS) by entering data in the form of output indicators. The below chart illustrates the Outcome framework making links between Objectives, Outcomes and the 9 Outcome Statements.

Based upon the intent when funding an objective, the City of Lewisville will determine under which of the three objectives to report the outcomes of their projects and activities. Once the objective is chosen, the City will choose which of the three outcome categories that best reflects what they are seeking to achieve (the results) in funding a particular activity. The Objectives, Outcomes

and Outcome Statements for the City have been developed based upon the adopted Five Year Consolidated Plan Fiscal Year 2012 – 2017 goals, objectives, strategies and outputs.

	Outcome #1 Availability/Accessibility	Outcome #2 Affordability	Outcome #3 Sustainability
<b>Objective #1</b> Suitable Living Environment	Enhance <u>Suitable Living Environment</u> Through Improved/New <u>Accessibility</u>	Enhance <u>Suitable Living Environment</u> Through Improved/New <u>Affordability</u>	Enhance <u>Suitable Living Environment</u> Through Improved/New <u>Sustainability</u>
<b>Objective #2</b> Decent Housing	Create <u>Decent Housing</u> with Improved/New <u>Availability</u>	Create <u>Decent Housing</u> with Improved/New <u>Affordability</u>	Create <u>Decent Housing</u> with Improved/New <u>Sustainability</u>
<b>Objective #3</b> Economic Opportunity	Provide <u>Economic Opportunity</u> Through Improved/New <u>Accessibility</u>	Provide <u>Economic Opportunity</u> Through Improved/New <u>Affordability</u>	Provide <u>Economic Opportunity</u> Through Improved/New <u>Sustainability</u>

**Summary of Annual Goals, Outcomes, Objectives, Projects and Activities:**

Table 2C on the following page summarizes the Annual Action Plan Goals, Outcomes, Objectives, Projects and Activities.

**Table 2C  
Summary of Specific Housing/Community Development Objectives**

Goal #	Specific Objectives and Strategies	Performance Measure Outputs and Objectives	12-17 Expected Units	15-16 Expected Units	Performance Measures
	<b>Housing Objectives</b>				
1	1.1.1 Provide major housing rehabilitation for low-income homeowners.	Number of households with improved living conditions and number of substandard housing brought into conformance with ADA.	15	No funding provided this fiscal year	DH-1
1	1.1.2 Provide urgent repair/ADA housing rehabilitation for low-income homeowners.	Number of households with improved living conditions and the number of housing units brought into conformance with ADA with CDBG or HOME.	16	No funding provided this fiscal year	DH-1
1	1.2.1 Provide down payment and closing cost assistance and principal reduction assistance.	The number of projects assisted with CDBG or HOME resulting in homeownership, including Section 8 HCVP.	50	6	DH-2
1	1.3.1 Investigate alternative housing programs (e.g. NSP, infill housing, acquisition and rehab, etc.) in an effort to enhance affordability.	The introduction of new affordable housing products that increase the affordable housing stock and affordability.	TBD	0	DH-2
1	1.5 Improve conditions for renters by providing Tenant Based Rental Assistance and support Section 8, VASH, etc.	Increased affordability for low income and/or special needs renters.	15	No funding	DH-2
1	1.6 Strengthen existing nonprofits / evaluate the creation of a new CHDO Housing Providers.	Increased effectiveness and production on nonprofit and CHDO housing providers.	5	No funding	DH-2
<b>Goal#</b>	<b>Infrastructure</b>				
2	2.1 Provide funding for infrastructure improvements and public facilities.	Improve quality of life for residents by improving living conditions within CDBG eligible Target Areas; assist nonprofits with facility needs.	5 Projects	2 Projects	SL-3
	<b>Public Services Objectives</b>				
2	2.2.1 Provide homebuyer education services to first time homebuyers.	The number of persons receiving services through these programs.	500	150	DH-1
2	2.2.2 Provide support for early childhood services (e.g. Launchability)	The number of persons receiving services through these programs.	20	No funding	SL-1
2	2.2.3 Provide support for child abuse services (e.g.	The number of persons receiving services through these programs.	175	21	SL-1

	CACDC & CASA)				
2	2.2.4 Provide support for health services (e.g. CCA)	The number of persons receiving services through these programs.	165	44	SL-1
2	2.2.5 Provide support for domestic violence services (e.g. DCFOF)	The number of persons receiving services through these programs.	25	13	SL-1
2	2.2.6 Provide support for elderly / disabled services ( e.g. SPAN)	The number of persons receiving services through these programs.	715	136	SL-2
2	2.2.7 Provide support HIV/AIDS services (HSNT)	The number of persons receiving services through these programs.	20	6	SL-2
2	2.2 Provide After School Program (Boys & Girls Club)	The number of persons receiving services through these programs.	150	5	SL- 1
2	2.2.8 Collaboration to provide financial literacy programs to encourage use of EITC & tax preparation services.	The number of persons receiving services through these programs.	1,000	No funding; CCA project	EO-1
<b>Homeless Service Objectives</b>					
3	3.1.1 Strengthen the collaboration with homeless providers.	Improved coordination and understanding of homeless issues.	TBD	No funding	SL-3
3	3.1.2 Provide support for homeless count.	Improved understanding of homeless issues.	TBD	No funding	SL-3

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

### Proposed Project Chart

<b>Agency and Project</b>	<b>Priority/Eligible Activity</b>	<b>Proposed Accomplishments</b>	<b>Outcomes</b>	<b>Consolidated Plan Goal</b>
Public Works Dept - Manhole Rehab	Public Facilities Infrastructure Improvements – Manhole (H)	35 Households 105 People	Sustainability for creating a Suitable Living Environment	To Stabilize and Revitalize Declining Neighborhoods, and Promote a Livable Neighborhood Environment
First-time Homebuyer Assistance Program – Down-payment and Closing Costs	Housing (H)	6 Households	Affordability for providing Decent Affordable Housing	To Provide Safe, Decent and Affordable Housing
Parks & Leisure Services Dept- Rev. Alvin Turner Sr. Park Restrooms Facility	Public Facilities Infrastructure Improvements – Restroom Facility (H)	635 Households	Sustainability for providing Suitable Living Environment	To Stabilize and Revitalize Declining Neighborhoods, and Promote a Livable Neighborhood Environment
Children’s Advocacy Center- Facility Expansion	Abused and Neglected Children (H)	360 People	Accessibility for providing Suitable Living Environment	To Improve the Quality of Life and Environment for Residents
PediPlace- Facility Expansion	Health Services (H)	4,000 People	Accessibility for providing Suitable Living Environment	To Improve the Quality of Life and Environment for Residents
Special Abilities of North Texas- Building Finish-out	Handicapped Services (H)	25 People	Accessibility for providing Suitable Living Environment	To Improve the Quality of Life and Environment for Residents
CASA of Denton County Court Advocacy Program	Youth Services (H)	9 People	Accessibility for creating a Suitable Living Environment	To Improve the Quality of Life and Environment for Residents
Children’s Advocacy Center of Denton County	Youth Services/Abused and Neglected Children (H)	12 People	Accessibility for creating a Suitable Living Environment	To Improve the Quality of Life and Environment for Residents
Health Services of North Texas Nutrition Center	Health Services (H)	6 People	Affordability for creating to a Suitable Living Environment	To Improve the Quality of Life and Environment for Residents
SPAN Congregate & Delivered Meals	Senior Services (M)	136 People	Affordability for creating a Suitable Living Environment	To Improve the Quality of Life and Environment for Residents
Christian Community Action – Adult Health Center	Health Services (H)	44 People	Accessibility for creating a Suitable Living Environment	To Improve the Quality of Life and Environment for Residents
Denton County Friends of the Family	Battered & Abused Spouses (H)	13 People	Accessibility for creating a Suitable Living Environment	To Improve the Quality of Life and Environment for Residents
Boys & Girls Club of North Central Texas	Youth Services (H)	5 People	Accessibility for creating a Suitable Living Environment	To Improve the Quality of Life and Environment for Residents

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>
0001	Sewer Improvements: Manhole Rehabilitation	03D Sewer Improvements	CDBG \$ 165,000 ESG \$ 0 HOME \$ 0 HOPWA \$ 0
CD-PY15-01	City Public Works	570.201(c) 1,950 Households 4,875 People	TOTAL \$ 165,000 Total other Funding \$ 0

The City aims to provide high quality public facilities and infrastructure improvements to help improve the physical appearance of neighborhoods and to provide the facilities necessary to deliver public services.

Funds will be used to rehabilitate 130 manholes in CDBG-eligible residential neighborhoods.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16

Eligibility:	570.208(a) (1) – Low/ Mod Area
Sub-recipient:	Local Government
Location(s)	CT & BG’s 021745.4, 021502.3, 021740.2, 021739.1, 021745.1, 021743.2, 021618.1
CT: 021603 BG: 1	County: 48121

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>
0002	Alvin Turner Sr. Park Restroom Addition	03F Parks Improvements	CDBG \$ 80,000 ESG \$ 0 HOME \$ 0 HOPWA \$ 0
CD-PY15-02	City Parks & Leisure Services	570.201(c) 635 Households 1,588 People	TOTAL \$ 80,000 Total other Funding \$ 0

The City aims to provide high quality public facilities and infrastructure improvements to help improve the physical appearance of neighborhoods and to provide the facilities necessary to deliver public services.

Funds will be used to install a permanent 2-unit, unisex restroom in Alvin Turner Park.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16

Eligibility:	570.208(a) (1) – Low/ Mod Area
Sub-recipient:	Local Government
Location(s)	CT & BG’s 021618.1
CT: 021603 BG: 1	County: 48121

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>	
0003	First Time Homebuyer Program:	6 Direct Homeownership Assist	CDBG	\$ 48,000
CD-PY15-03	City Neighborhood Services Dept.	570.201 (n)  6 Households	ESG	\$ 0
			HOME	\$ 0
			HOPWA	\$ 0
			TOTAL	\$ 48,000
			Total other Funding	\$ 0

The City aims to increase the availability of affordable housing and reduce the costs prohibiting many families from obtaining the goal of home ownership.

Funds from the First Time Homebuyer Program are used to provide down-payment and closing cost assistance to low/moderate income families purchasing their first home in the City of Lewisville. Many families are able to meet monthly mortgage obligations, but unable to pay for the up-front costs associated with buying a home. By subsidizing the up-front costs of purchasing a home, the City is able to spread home ownership to more of its citizens and increase their quality of life.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16

Eligibility:	570.208(a) (3) – Low/ Mod Housing
Sub-recipient:	Local Government
Location(s)	City-Wide (with preference for local Targeted Areas)

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>
0004	Children’s Advocacy Center for Denton County(CACDC): Facility Expansion	03Q Facilities for Abused/Neglected Children	CDBG \$ 12,053 ESG \$ 0 HOME \$ 0 HOPWA \$ 0
CD-PY15-04	Public Facilities	570.201(c) 360 People	TOTAL \$ 12,053 Total other Funding \$ 0

The City aims to provide high quality public facilities and infrastructure improvements to help improve the physical appearance of neighborhoods and to provide the facilities necessary to deliver public services by expanding the existing building to serve more clients.

Funds will be used for pre-construction costs related to expansion of CACDC’s current facility to properly equip the space with proper space for childcare, interview and therapy rooms, and staff capacity for higher client traffic.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16

Eligibility:	570.208(a)(2)(A) – Low/Mod Clientele—Presumed Benefit
Sub-recipient:	Sub-recipient Private 570.500 (C)
Location(s)	1854 Cain Drive, Lewisville, TX 75077

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>
0005	PediPlace: Facility Expansion	03P Health Facilities	CDBG \$ 165,000 ESG \$ 0 HOME \$ 0 HOPWA \$ 0
CD-PY15-05	Public Facilities	570.201(c) 4,000 People	TOTAL \$ 165,000 Total other Funding \$ 0

The City aims to provide high quality public facilities and infrastructure improvements to help improve the physical appearance of neighborhoods and to provide the facilities necessary to deliver public services by expanding the existing administrative and patient areas to serve more clients.

Funds will be used to make expand and make improvements to PediPlace’s current facility to add three new exam rooms, expand the waiting area, and interior décor to meet the administrative needs of staff and higher client traffic.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16

Eligibility:	570.208(a)(2) – Low/Mod Clientele
Sub-recipient:	Sub-recipient Private 570.500 (C)
Location(s)	502 S Old Orchard, Suite 126, Lewisville, TX 75067

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>
0006	Special Abilities of North Texas (SANT): Facility Finish-out/ Rehabilitation	03B Handicapped Centers	CDBG \$ 35,000 ESG \$ 0 HOME \$ 0 HOPWA \$ 0
CD-PY15-06	Public Facilities	570.201(c) 25 People	TOTAL \$ 35,000 Total other Funding \$ 0

The City aims to provide high quality public facilities and infrastructure improvements to help improve the physical appearance of neighborhoods and to provide the facilities necessary to deliver public services.

Funds will be used to make improvements to SANT’s new building in order to properly finish out the space to meet the demands of specific codes, state requirements and accessibility needs and higher client traffic. The agency will serve 25 Lewisville residents when completed.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16

Eligibility:	570.208(a)(2)(A) – Low/Mod Clientele—Presumed Benefit
Sub-recipient:	Sub-recipient Private 570.500 (C)
Location(s)	1151 FM 407 Building B, Lewisville, TX 75077

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>
0007	CASA of Denton County	05N Abused/Neglected Children	CDBG \$ 14,000
PS-PY15-01	Public Services	570.201(e) 9 People	ESG \$ 0 HOME \$ 0 HOPWA \$ 0 TOTAL \$ 14,000 Total other Funding \$ 0

The City will collaborate with agencies that provide social services and encourage those qualified agencies to complete for CDBG funding by proposing projects that meet priority needs.

To provide a fact finding investigation, monitor court orders and make recommendations for services and final placement of abused children. Volunteer advocates and staff proved the District Judge with information necessary to make the best informed decision regarding the permanent placement of a child that has been removed from parental custody. Funds will be used to staff, manage and supervise 9 cases.

Help the Homeless? No Start Date: 10/01/15  
 Help those with HIV or AIDS? No Completion Date: 09/30/16

Eligibility: 570.208(a)(2)(A) – Low/Mod Clientele – Presumed Benefit  
 Sub-recipient: Sub-recipient Private 570.500 (c)  
 Location(s): 614 North Bell Avenue, Denton, TX 76209

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>	
0008	Denton Co. Children’s Advocacy Center.	005N Abused/Neglected	CDBG	\$ 8,500
	Clinical Services		ESG	\$ 0
PS-PY15-02	Public Services	570. 201 (e)	HOME	\$ 0
			HOPWA	\$ 0
		12 People	TOTAL	\$ 8,500
			Total other Funding	\$ 17,500 (City)

The City will collaborate with agencies that provide social services and encourage those qualified agencies to complete for CDBGF funding by proposing projects that meet priority needs.

DCCAC’s mission is to reduce the trauma of child abuse and the criminal justice system. The Center facilitates joint investigations in a child-friendly environment, initiates the healing process through counseling and trains professionals to effectively pursue justice. Funds will purchase 452 victim services (148 services with CDBG funds) including forensic interviews, case reviews, direct therapy (group and individual), extended assessments, parent consultations, crisis intervention, testing, and childcare.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16
Eligibility:	570.208(a) (2) (A) – Low/Mod Clientele – Presumed Benefit		
Sub-recipient:	Sub-recipient Private 570.500 (c)		
Location(s)	1854 Cain Drive, Lewisville, TX 75077		

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>	
0009	Health Services of North Texas Nutrition Center	05M Health Services	CDBG	\$ 5,000
PS-PY15-03		570.201(e)	ESG	\$ 0
			HOME	\$ 0
			HOPWA	\$ 0
		6 People	TOTAL	\$ 5,000
			Total other Funding	\$ 0

The City will collaborate with agencies that provide social services and encourage those qualified agencies to compete for CDBG funding by proposing projects that meet priority needs.

Health Services of North Texas operates a nutrition center for low-income HIV+ residents of Lewisville. The program provides complete protein to clients to help reach the recommended intake of 18 oz. of complete protein daily. Funds will purchase 130 pantry visits (pantry visits=to one week of food)

Help the Homeless?	Yes	Start Date:	10/01/15
Help those with HIV or AIDS?	Yes	Completion Date:	09/30/16

Eligibility:	570.208(a)(2) – Low/Mod Clientele
Sub-recipient:	Sub-recipient Private 570.500 (c)
Location(s)	4210 Mesa Dr., Denton TX 7620

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>
0010	SPAN	05A Senior Services	CDBG \$ 24,000
PS-PY15-04	Public Services	570.201(e) 136 People	ESG \$ 0 HOME \$ 0 HOPWA \$ 0 TOTAL \$ 24,000 Total other Funding \$ 0

The City will collaborate with agencies that provide social services and encourage those qualified agencies to compete for CDBG funding by proposing projects that meet priority needs.

SPAN provides daily congregate and delivered meals to elderly and disabled clients throughout Denton County. CDBG funds will provide 2,400 congregate and 12,600 home delivered meals to Lewisville Seniors.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16

Eligibility:	570.208(a)(2) – Low/Mod Clientele
Sub-recipient:	Sub-recipient Private 570.500 (c)
Location(s)	1800 Malone Street, Denton TX 76201

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>	
0011	Christian Community Action Adult Health Center	05M Health Services	CDBG	\$ 25,000
PS-PY15-05	Public Services	570.201(e)	ESG	\$ 0
			HOME	\$ 0
			HOPWA	\$ 0
		44 People	TOTAL	\$ 25,000
			Total other Funding	\$ 0

City will collaborate with agencies that provide social services and encourage those qualified agencies to compete for CDBG funding by proposing projects that meet priority needs.

The Christian Community Action adult health center provides discounted generic prescriptions to clients. Funds will be used to purchase 223 patient visits.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16

Eligibility:	570.208(a)(2) – Low/Mod Clientele
Sub-recipient:	Sub-recipient Private 570.500 (C)
Location(s)	200 S. Mill Street, Lewisville TX 75057

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>	
0012	Denton County Friends of the Family Violence & Sexual Assault Recovery	05G Battered & Abused Spouses	CDBG	\$ 10,000
PS-PY15-06	Public Services	570. 201 (e)	ESG	\$ 0
			HOME	\$ 0
			HOPWA	\$ 0
		13 People	TOTAL	\$ 10,000
			Total other Funding	\$ 0

The City will collaborate with agencies that provide social services and encourage those qualified agencies to complete for CDBG funding by proposing projects that meet priority needs.

Denton County Friends of the Family operates a family shelter for victims of relationship violence and sexual assault. They provide counseling and shelter for victims, CDBG funds will be used to purchase 200 shelter days for Lewisville victims of abuse. The agencies also receive City Funds for their outreach (face to face) services and programs.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16
Eligibility:	570 .208(a) (2)(A) – Low/Mod Clientele – Presumed Benefit		
Sub-recipient:	Sub-recipient Private 570.500 (c)		
Location(s)	1400 Crescent, Ste. 5, Denton, TX 76201		

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>	
0013	Boys & Girls Club of North Central Texas	05 D Youth Services	CDBG	\$ 6,000
PS-PY15-07	Public Services	570. 201 (e)	ESG	\$ 0
		5 People	HOME	\$ 0
			HOPWA	\$ 0
			TOTAL	\$ 6,000
			Total other Funding	\$ 0

The City will collaborate with agencies that provide social services and encourage those qualified agencies to complete for CDBG funding by proposing projects that meet priority needs.

Boys & Girls Club of North Central Texas operates an afterschool youth development activities and full-day summer programs for at-risk youth ages 6-17 years old. CDBG funds will be used to purchase 4,760 hours of after-school club attendance at their new location in 2015.

Help the Homeless?	No	Start Date:	10/01/15
Help those with HIV or AIDS?	No	Completion Date:	09/30/16
Eligibility:	570 .208(a) (2) – Low/Mod Clientele		
Sub-recipient:	Sub-recipient Private 570.500 (c)		
Location(s)	303 Alamo Avenue, Lake Dallas, TX 75065		

**U.S. Department of Housing & Urban Development  
CPD Consolidated Plan Listing of Proposed Projects**

<b>Project ID/ Local ID</b>	<b>Project Title/Priority/ Objective/Description</b>	<b>HUD Matrix Code/Title/ Citation/Accomplishments</b>	<b>Funding Sources</b>
0014	CDBG Administration	21A Gen. Program Admin	CDBG \$ 123,359
AD-PY15-01	Planning & Administration	570.206	ESG \$ 0
		0 N/A	HOME \$ 0
			HOPWA \$ 0
			TOTAL \$ 123,359
			Total other Funding \$ 0

Administer the CDBG Grant program; provide technical assistance to nonprofit agencies and program applicants; provide information and referral to clients; plan for CDBG projects, housing programs and neighborhood revitalization; monitor CDBG projects and sub-recipients.

Help the Homeless? No Start Date: 10/01/15  
 Help those with HIV or AIDS? No Completion Date: 09/30/16

Eligibility: Admin  
 Sub-recipient: Local Government  
 Location(s): Address: 151 W. Church Street, Lewisville TX 75057

## **CDBG ACTIVITIES (AGENCY/ORGANIZATION OFFICE LOCATION)**

1. Court Appointed Special Advocates (CASA)  
614 North Bell Avenue  
Denton TX 76209
  
2. Denton County Children's Advocacy Center  
1854 Cain Drive  
Lewisville TX 75077
  
3. Christian Community Action  
200 S. Mill St.  
Lewisville TX 75057
  
4. Service Program for Aging Needs (SPAN)  
1800 Malone Street  
Denton, TX 76201
  
5. Health Services of North Texas  
4210 Mesa Drive  
Denton, TX 76207
  
6. Denton County Friends of the Family  
4845 S I-35 E, Suite 200  
Corinth, TX 76210
  
7. Boys & Girls Club of North Central Texas  
303 Alamo Avenue  
Lake Dallas, TX 75065

## **PUBLIC PARTICIPATION**

### **Public Input and Hearings:**

The 2015-2016 Annual Action Plan was also based on the input received from the community under the direction of the City of Lewisville's Community Development Block Grant Advisory Committee and the Grants Division staff. Two hearings were held early in the process on November 18 and December 2, 2014 at Lewisville City Hall. Nine individuals attended including residents of target areas, agency contacts and representatives of the church community. Specific comments are listed below.

### **CDBG Advisory Committee Meetings:**

As recognized in the Citizen Participation Plan, the CDBG Advisory Committee represents the principle form of citizen input. As a citizen's advisory panel, the committee's purpose is to provide the City Council with input, oversight and recommendations. All committee meetings are open to the public and the committee participates actively in public hearings.

### **Summary of Public Comment:**

Finally, a comment and review period was held July 3 – August 3, 2015 prior to adoption of this plan, giving citizens the opportunity to view the consolidated plan and provide input. Public Notices to obtain views on housing and community development needs were published on July 3, 2015 in a legal notice. All Community Development Block Grant Advisory Committee meetings are open to the public including agency presentations where they considered proposals. Their July 21, 2015 meeting was open to the public and included review and consideration of this 2015 AAP. A public hearing held before the City Council is advertised for August 3, 2015. The chart that follows lists public comments received at public hearings and other comments resulting from public review of the published plan.

<b><u>11/18/2014 CDBG Advisory Committee Public Hearing</u></b>	
<u>Comment</u>	<u>Response</u>
No citizens attended or submitted comments.	N/A
<b><u>12/2/2014 CDBG Advisory Committee Public Hearing</u></b>	
<u>Comment</u>	<u>Response</u>
Addressing the increased rental prices and how it adversely affects the Chin Community	Staff related subsidy options like Section 8 Housing and Tenant-Based Rental Assistance
<b><u>7/21/2015 CDBG Advisory Committee Meeting</u></b>	
<u>Comment</u>	<u>Response</u>
No citizens attended or submitted comments.	N/A
<b><u>8/3/2015 City Council Final Public Hearing</u></b>	
<u>Comment</u>	<u>Response</u>
No citizens attended or submitted comments.	N/A

## **STRATEGIES FOR INVESTMENT AND OTHER ACTIONS**

### **General:**

The CDBG Advisory Committee reviews funding requests submitted each year that address the priority needs listed in the FY2012 - 2017 Consolidated Plan for Housing and Community Development. Each application is reviewed by means of a checklist then prioritized by the advisory committee. A proposed budget is developed and submitted to City Council for approval. An obstacle in meeting underserved needs is a lack of funding in the City. If the additional funding needed were available, additional staff would be necessary to properly administer and manage the expanded programs.

### **Affordable Housing:**

The relative priority to each category was assigned after collaboration with the CCA, Denton Affordable Housing Corp., the Denton Housing Authority, the Greater Lewisville Realtors Association and the Greater Lewisville Habitat for Humanity. The City is also using the First Time Homebuyer to meet this area of need and proposed to purchase vacant lots suitable for affordable housing and then enter an agreement with an appropriate housing non-profit to produce six new units over the next two years in an effort to expand housing stock available for low/mod income buyers.

### **Non Housing Community Development:**

In the past the City of Lewisville had committed some grant funds for public facilities or infrastructure projects. With movement toward neighborhood-based planning and revitalization, the City raised the relative priority of public facilities improvements in the 2012-2017 Consolidated Plan.

### **Barriers to Affordable Housing:**

City staff has identified zoning restrictions, socioeconomic impediments and cost of housing as barriers to affordable housing. The City will address some of the barriers through collaboration with Christian Community Action and the Greater Lewisville

Habitat for Humanity, the two organizations in the City addressing housing issues. The First-Time Homebuyer Assistance Program will directly address the cost of housing barrier. Zoning restrictions and requirements of the City's general development ordinance increase the cost of housing construction but also ensure quality, livable communities. The City will continue to address this issue through case-by-case requests for variances for Habitat for Humanity, CCA Housing and CDBG funded housing programs.

### **Fair Housing:**

The City of Lewisville conducted a Fair Housing Analysis of Impediments in conjunction with the preparation of the 2012 - 2017 Consolidated Plan. The analysis provided a detailed look at the demographic data provided by the 2000 and 2010 U.S. Census and Home Mortgage Disclosure Act (HMDA) data from 2005 through 2009. The study identified various impediments to the fair housing and recommends remedial activities to address those impediments. The process of identifying impediments to fair housing includes data analysis efforts combined with community input through focus group sessions and key person interviews. Through these methods, important impediments or barriers to fair housing choice were identified. A summary of Impediments identified in the 2012 Analysis of Impediments to Fair Housing and remedial actions to be undertaken by the city to lessen their impacts include the following.

The recently completed Analysis of Impediments to Fair Housing Choice identified fair housing impediments related to **real estate market conditions as impediments:** a lack of affordability and insufficient Income; **public policy related impediments:** a lack of public awareness of fair housing rights and local fair housing legislation; **banking, finance, insurance and other Industry related impediments:** large numbers of foreclosures in the real estate market; predatory lending; and low number of loan applications and lower origination rates among minority borrowers; **socio-economic impediments:** poverty and low-income among minority populations; and **neighborhood conditions related impediments:** Limited resources to assist lower income, elderly and indigent homeowners maintain their homes and stability in

neighborhoods. Housing affordability, and the cost, qualifying and associated issues such as credit appeared to be the most pressing issues faced relative to acquiring housing of one's choice. The increase in home foreclosures can be linked to predatory lending as a significant aftereffect of those lending practices. Adjustable Rate Mortgages (ARMs), interest only loans, one hundred percent loan-to-value mortgages, and other mortgage instruments that enabled large numbers of families enter into homeownership have become burdens to many as the housing bubble proved to be unsustainable. As the Community Profile points out, a number of Lewisville homeowners have lost their homes to foreclosure, many as a direct result of these lending practices. However, with this unfortunate state of the economy come opportunities for others. Relative bargains have been available to families as these foreclosed units are put back on the market. Investor purchases are common, with these homes being marketed as rental units, but where a family has been able to save enough for a down-payment and has avoided sub-prime mortgage products, some have been able to take advantage of the bursting housing bubble to find their own opportunities.

Review of City practices revealed no significant policy barriers to affordable housing. These policies include land use controls, zoning ordinances, building codes, fees and charges, and tax policies. No excessive, exclusionary, discriminatory or duplicatory policies, rules or regulations were found that constitute barriers to affordability. However, in an effort to expand local resources, we also recommend that the City initiate an effort to research and consider one particular policy change, inclusionary zoning, as one alternative means of promoting balanced housing development. Inclusionary zoning has been used in other communities to ensure that some portion of new housing development is affordable.

Several specific issues were identified through the Housing Market Analysis and other research conducted in preparation of this document. Some of these issues are addressed in this Strategic Plan. Of major concern is the presence in Lewisville of older and some poorly maintained housing stock. As the economy has worsened, homeowners have been less able to appropriately maintain their homes. The City

should continue its efforts to assist homeowners with major rehabilitation or reconstruction efforts.

The need for more homeownership opportunities for low- and moderate-income households should be addressed. The average price of a home in Lewisville's resale market is beyond the typical low- and moderate-income household's ability to make payments and still remain within HUD's definition of housing affordability. The City should continue to provide down-payment and closing cost assistance and principal reduction assistance to help these household reduce the mortgage principal and their resulting monthly housing costs.

Homebuyer education provides households with better prospects of being successful homeowners. Homebuyer programs help prepare buyers for their obligations and commitments as homeowners and help them understand what is required to properly maintain their home. The City should continue its well-established partnership with HUD approved housing counseling agencies and local professionals to assist buyers through educational programs.

**Lead-Based Paint Hazards:**

Visual assessments will be conducted for all units assisted under the First-Time Homebuyer Assistance Program and full inspections will be done for units in the housing rehabilitation program.

**Anti Poverty Strategy:**

The Housing and Community Development - Goals, Objectives and Strategies (Five Year Plan) and each of the sub categories revolves around a plan to improve housing, quality of life and environment while providing economic opportunity to residents of the City. This is being achieved through collaborative efforts with local agencies/organizations offering programs and services addressing poverty issues. The City of Lewisville provides \$170,000 in general fund money to support nonprofit agencies. PediPlace, a general fund award agency, provides health services to indigent and uninsured residents. Support in previous Annual Plans of Christian Community

Action's Crisis Center and Food Pantry, greatly expanded that agency's anti-poverty efforts. Program staff attends United Way's Bank On program meetings.

In PY 2006 the City began assisting with coordination of tax preparation services and awareness of the Earned Income Tax Credit (EITC) program. This past year, efforts fell off due to staff priorities. However, CCA provides an annual tax preparation program including informing the public about the Earned Income Tax Credit. Staff anticipates playing a stronger role in the subsequent years in assisting CCA's efforts and again providing information to local non-profits and City of Lewisville employees.

### **Institutional Structure:**

The City works with a variety of non-profit agencies and community groups to develop and implement the projects and activities described in the Annual Action Plan. Technical assistance is offered to community and neighborhood groups interested in developing projects for future funding consideration. The Cities of Lewisville and Flower Mound host quarterly social service agency roundtables. Due to limited CDBG entitlement funding and lack of local service providers, some issues may not be addressed or may only be addressed on a limited basis.

### **Coordination:**

To coordinate various assisted housing programs with other private providers, the City undertakes or will develop the following activities:

- Jointly facilitate the new Denton County Homeless Coalition (Continuum of Care committee) on Homelessness and Transitional Housing issues.
- Refer persons in need of rental assistance to the Denton Housing Authority.
- Provide referrals to the privately assisted housing projects in Lewisville.
- Provide technical assistance to developers, non-profits, coalitions and neighborhood groups interested in developing housing or activities related to the CDBG program.

- Utilize the Neighborhood Services Dept. to make efforts, as appropriate, to bring various groups together to achieve community goals, coordinate services or encourage joint projects.

**Public Housing:**

The City of Lewisville has no Public Housing; however it has completed an agreement with the Denton Housing Authority to safeguard the number of Section 8 vouchers available for Lewisville residents. Project based Section 8 conversion to vouchers (Basswood Manor) was successfully saved for Lewisville. Also, any future vouchers created through Pre-pays or Opt-outs within Lewisville will continue to be set aside for the use of Lewisville residents. A separate waiting list has been created. This was necessary due to a previous preference for Denton residents on DHA waiting lists. The City has monitored how well this agreement has worked and noted that the Lewisville waiting list has now been activated and open vouchers have begun to flow to residents that had been on the DHA waiting list for up to five years. The City and the Denton Housing Authority now have a working framework for consultation on Section 8 and other related housing issues.

**Monitoring:**

The City will monitor progress on its proposed activities throughout the plan year. Staff will make quarterly progress reports to the CDBG Advisory Committee. Sub-recipient monitoring will follow the monitoring plan in the City's Consolidated Plan. The City implemented a series of performance measurements to assist in sub-recipient monitoring that are now in place.

Monitoring of public service sub-recipients has begun based on a risk assessment completed by staff. Agencies receiving Housing and Community Development funds will also be monitored and also undergo compliance review and technical assistance from the City. Construction projects will have periodic progress inspections from program staff. These visits will be for general review and to document reimbursements while inspections for building methods and materials will be conducted by a project manager

whose experience must be documented and reviewed by program staff. Regular building code compliance inspections will be documented. After completion, an onsite visit will be conducted to review the project finances and record-keeping to be used to show clientele served or other documentation needed to meet a national objective for five years (or longer if added to sub-recipient contracts for larger projects at the discretion of the City). After an initial monitoring, grant recipients will submit annual reports to show continued compliance and the City will conduct desk monitoring through the contract term.

## **Targeting and Geographical Distribution**

### **Geographical Distribution:**

The City originally established a general target area of East Lewisville and Central/Old Town Lewisville that correspond to planning sub-areas from the Lewisville 2010 Study. It is made up of a large contiguous section of older single family housing stock and includes low/mod income and areas of high minority household concentration. CDBG projects may occur anywhere in the City, but must serve a low/moderate-income population. For the most part, however, the target area does not include some of the low/mod income block groups in the City where the housing is made up of apartments. Other projects as described below will be limited to the CDBG Target Area. It was expanded in 1998, south to Bellaire Blvd. and west to Old Orchard to address an emerging area of need based on age and demographics. It does not exactly correspond to CDBG-eligible census tracts, but is a locally designated target area.

In 2001 the City adopted a neighborhood based, revitalization strategy designating two **Targeted Reinvestment Neighborhoods** (TRNs) overlaid on the existing target area: the College Street TRN and McKenzie/Hembry TRN (see maps). The City's intent is to spend funds on several different CDBG activities within the TRN areas in an attempt to make visible improvements in a concentrated area. In the 2007 Consolidated Plan, the Charles/Edna TRN was designated after an exhaustive review of four potential areas. It overlaps with the Old Town design district. It has housing dating back as far as the

1920s but in general from the 1940s and 1950s. Most single family homes are small, less than 1200 square feet and there is one medium sized apartment complex on Main Street and one very small complex on Milton included in the TRN. The City hopes that concentrated neighborhood improvements will promote further private investment by owners and investors and ultimately result in higher property values and improved quality of life for low/moderate income residents.

In this Action Plan, the City is designating the Lakeland Terrace Addition Number 2 as the fourth TRN. This neighborhood lies on the west side of I-35 but shares many characteristics with housing in Old Town. Over the last decade, the City has improved the concrete streets, sidewalks curb and gutter using non-CDBG funds. With new census data showing this area is now considered low/moderate income. The Neighborhood Enhancement Team is using this neighborhood for a pilot project to included volunteer minor-repair projects, fence repair incentives and beautification. Giving it the TRN designation will allow the CDBG program to concentrate funds and incentives to compliment wider city efforts.

**Activity Locations:** (also see the Listing of Proposed Projects sheets) The activities and programs described in the Annual Action Plan are aligned with the Strategic Plan, as outlined in the Consolidated Plan. Note, census tract and block group boundaries changed in 2010 and new census data is available for the first time in this Action Plan.

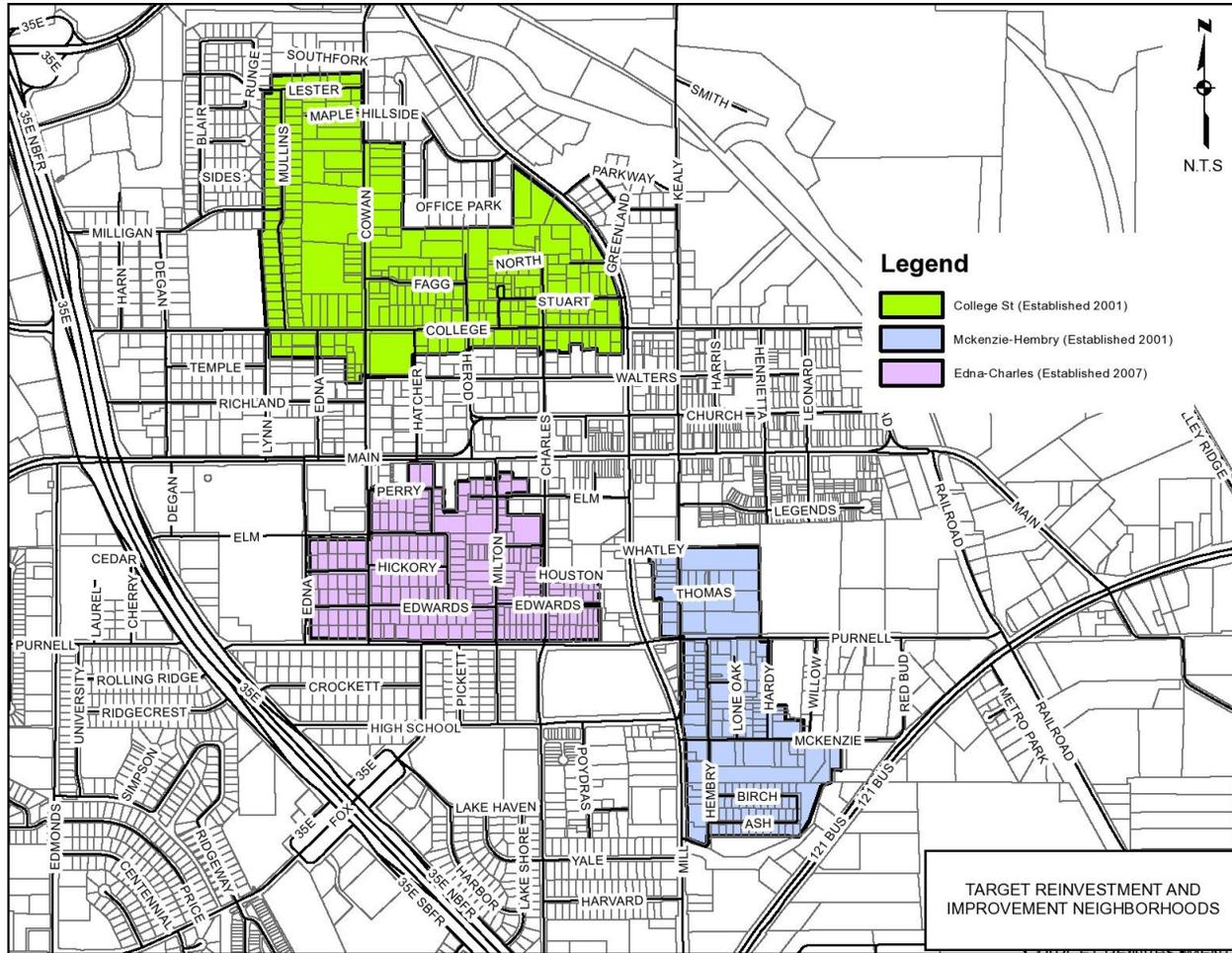
The First-time Homebuyer Assistance Program will not be restricted to the target areas. However, incentives have been written into program guidelines to provide an extra \$1,500 for buyers in TRN neighborhoods. The City hopes this will add value and encourage private investment in its neighborhood revitalization areas.

The installation of a restroom facility at Rev. Allen Turner Sr. Park is in East Lewisville and falls within the general target area and is in a TRN neighborhood. The Parks and Leisure Services Dept. proposed this area based on the physical needs of the residents

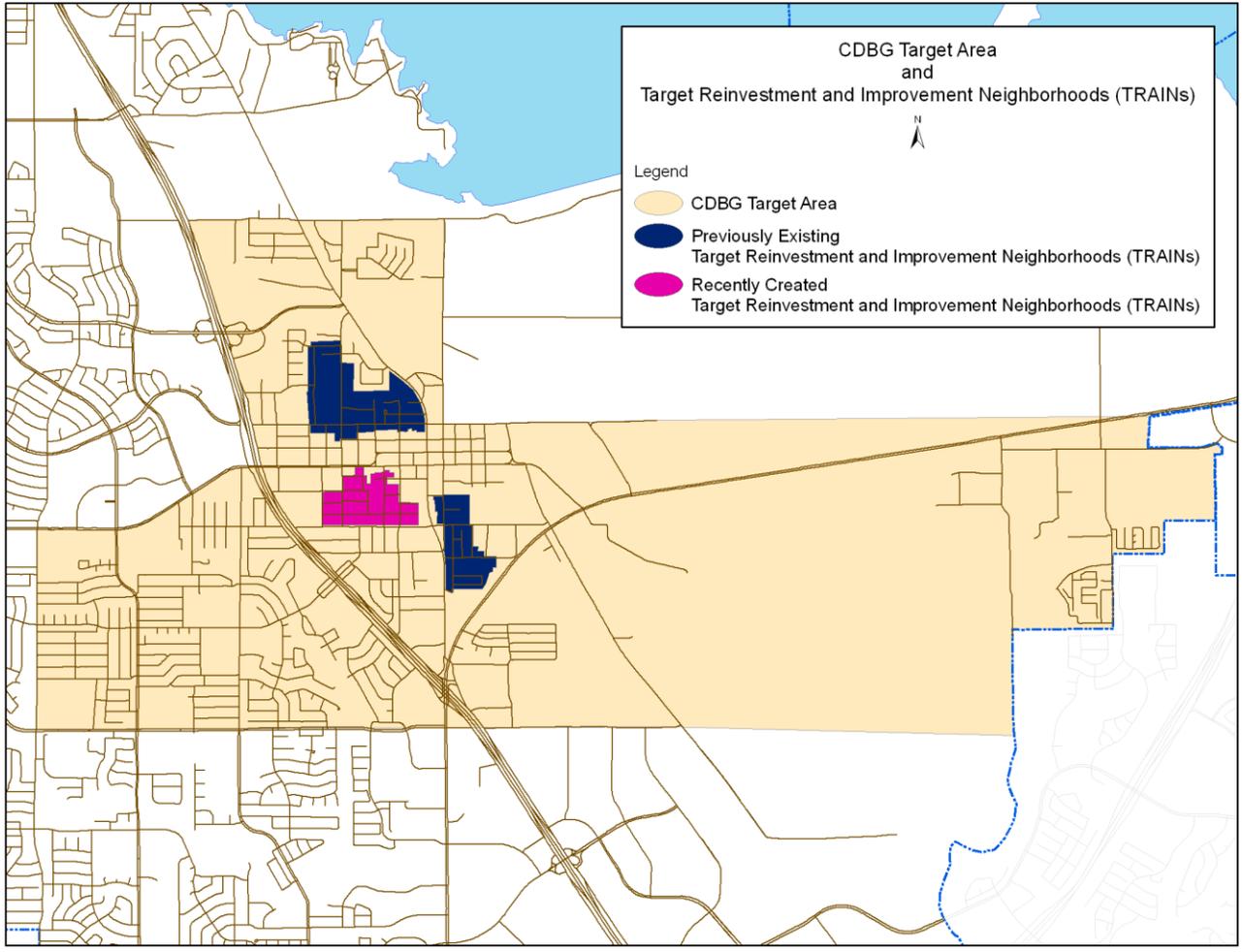
and visitors to the park. It was selected with low/moderate income residents in mind. Those who live in the McKenzie/Hembry neighborhood will benefit the greatest from the park improvement, but the addition of a permanent restroom means the park will be added to the list of facilities available for rent from the City and residents from most of Old Town Lewisville are included in the service area. The Manhole Rehabilitation project will take place throughout the City, but will focus especially in the low/moderate income neighborhoods identified.



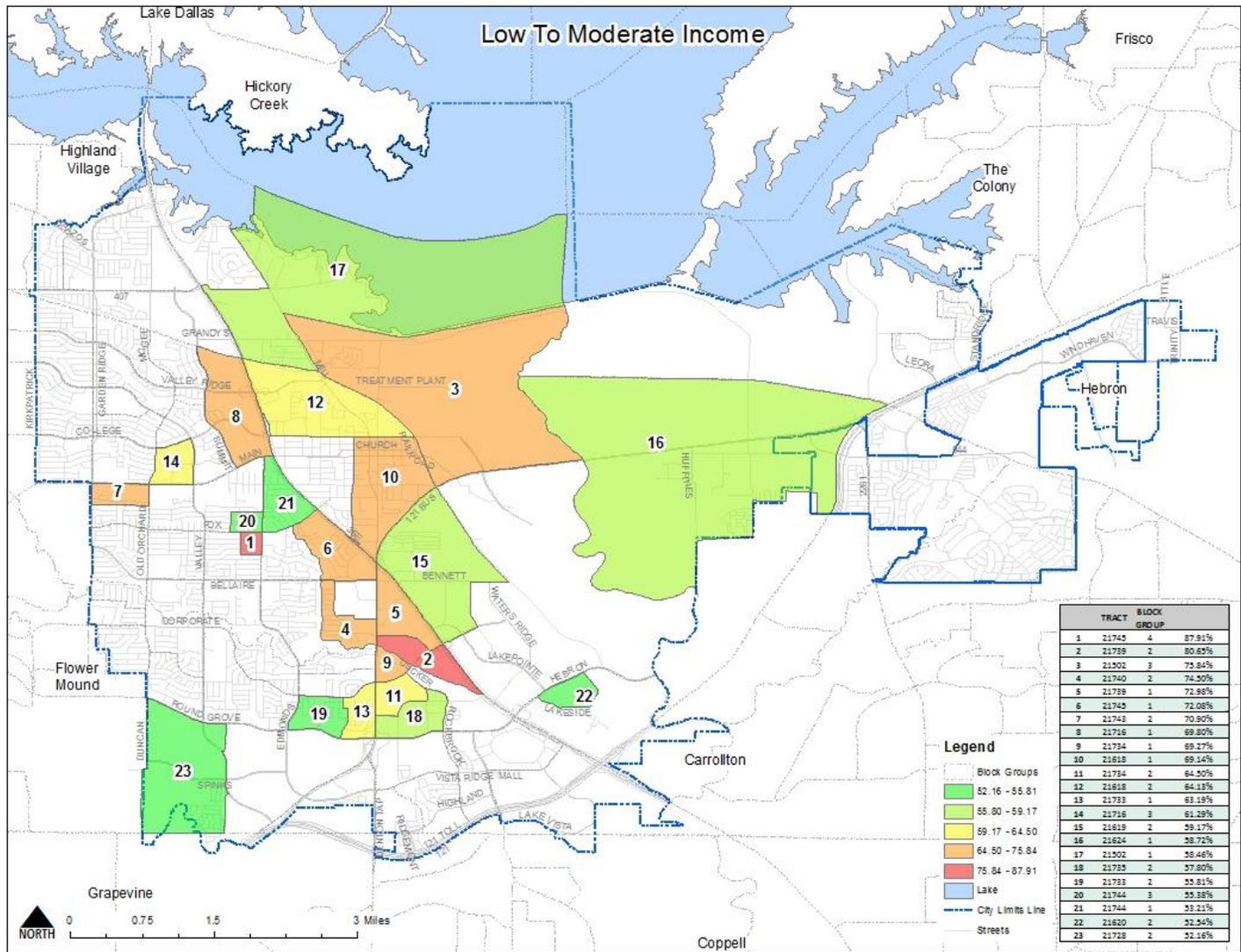
**Proposed New TRN**



**Established TRNs**



**General Target Area with Established TRNs**



Census Block Groups that meet Low/Mod Income Eligibility in Lewisville

## **CDBG Eligible Block Groups**

### **OTHER PROGRAM REQUIREMENTS**

#### **Efforts to Foster Decent Housing**

The City of Lewisville, through the implementation of the 2012 - 2017 Consolidated Plan and the 2014 – 2015 Annual Plan, will continue its efforts to foster decent housing for residents. Specifically, the City will:

- Continue to enforce building and housing codes that set forth the standards for all affordable housing programs administered and/or supported by the City
- Continue to provide educational opportunities and training for its staff administering affordable housing programs that provide housing meeting building and housing codes
- Continue to facilitate and fund the efforts of other entities and non-profit organizations providing affordable and standard housing
- Continue to enforce the Construction Specifications adopted by the City that specifies the quality of materials and acceptable workmanship standards to be utilized on all CDBG and HOME funded projects
- Continue to make available technical assistance and funding in support of other projects and activities that remove health and safety hazards
- Continue to make available technical assistance and funding in support of public facility and infrastructure improvements in low income neighborhoods in order to encourage the sustainability, redevelopment and new development of affordable

and decent housing opportunities and to improve the overall quality of life for low income residents

### **CDBG Program Specific Requirements**

Lewisville's CDBG entitlement funds are earmarked to continue to provide effective programming, monitoring, and management of activities meeting the CDBG national objectives: (1) benefiting low to moderate-income individuals; (2) eliminating slum and blight; and (3) addressing urgent needs.

The City utilized a Request for Proposal (RFP) process to solicit project for the upcoming fiscal year. Awards will be based on evaluation and ranking of individual project proposals. The City reserves the right to negotiate the final grant amounts and local match. Priority will be given to projects located in any designated target area. An applicant may be disqualified from receiving an award if prior expenditures, audits, or monitoring reports indicate an inability to utilize program assistance on a timely or effective basis.

Additional projects may be considered and determined based upon additional funding being acquired and fulfilling the objectives outlined in the Consolidated Strategy Plan. The goal for 2015 - 2016 is to improve the quality of life for low to moderate-income individuals and families by addressing specific problem areas, such as affordable housing, non housing community development including infrastructure, public improvements, homelessness, and community services.

The proposed CDBG entitlement budget for 2015 - 2016 is \$616,796. Funds will be used for, but not limited to, public improvements, community services, housing services, housing restoration/rehabilitation, housing staff costs, public services, and administrative costs. There have been no funds returned to the line-of-credit from which

the planned use has not been included in a prior statement or plan. There was no income generated by a float-funded activity.

**Affirmative Fair Housing Marketing Plan** - The City of Lewisville, through a coordinated effort with other organizations, is committed to the goals of affirmative marketing and fair housing. The following steps will be taken:

Inform the public, potential tenants, and owners about federal fair housing laws and affirmative marketing policies;

Place news releases in the Neighbors Go section of the Denton Record Chronicle announcing any planned entitlement grant and fair housing public hearings and events;

Produce and utilize print and electronic media advertisements and public service announcements to spread public information on fair housing;

Conduct fair housing outreach and education activities for the public;

Conduct a study to determine Impediments to Fair Housing every 5 years and updates annually;

Support City Finance Department in its procurement policies directed toward encouraging MBEs and WBEs participation in the bid process; Utilized regional certified Disadvantaged Women and Minority Business Enterprises (W/M/DBEs), as required by federal funding sources and other local and regional entities; Report W/M/DBE participation to federal funding agencies for and through City Departments;

Strengthen ties with the City's economic development initiatives as well as other local and regional economic development entities.

## **Outreach Efforts for Procurement of Services**

All funded projects will comply with the City of Lewisville's Purchasing Policy for the procurement of services and materials.

### **CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace** -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6

**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____	_____
Signature/Authorized Official	Date
Eric Ferris, Assistant City Manager	

## Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2015 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall

principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** -- Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR §570.608;

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Eric Ferris, Assistant City Manager

\_\_\_\_\_  
Date

## APPENDIX TO CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon

award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
  
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
  
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

City of Lewisville

Denton County

151 W. Church Street

Lewisville TX 75057

Check  X  if there are workplaces on file that are not identified here.

The certification with regard to the drugfree workplace is required by 24CFR part 24, subpart F

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplace.

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Cleve Joiner, Director of Neighborhood Services

**DATE:** July 21, 2015

**SUBJECT:** **Approval of a Resolution Authorizing City Social Service Agency Fund Agreements Between the City of Lewisville and Communities In Schools; and Authorization for the City Manager to Execute the Agreements.**

### BACKGROUND

Empowering America's Future (EAF) was funded for the first time from the City Social Service Agency Fund in Fiscal year 2014-15. EAF is a small non-profit that had begun offering remedial math instruction to at-risk students in grades 3 – 8 in LISD schools. They were able to show improvement in grades as well as performance on the STAAR test. The City funded them with a \$4,500 grant to expand this year. The grant would have paid for 640 hours of instruction.

In January, EAF informed Grants staff they would provide services in the Spring after a school had identified students to refer to them. In April staff met with EAF and they had not received the referrals and were having trouble communicating with their school principal and were going to try to operate in other schools or in summer. Staff gave them until the end of May to set up new referral sources and locations for services and informed the CDBG Advisory Committee of the situation on May 26. On June 16, the Committee decided to re-allocate the funds to another agency.

Also at the June 16 meeting the Advisory Committee made recommendations for 2015-2016 allocations. However, due to an error comparing awards to prior-year funding, Youth & Family Counseling's recommended award is actually \$500 less for the First Offenders Program. It was not the intention of the Committee to make any cuts to the program.

### ANALYSIS

Margaret Simmons and Sandra Brown with EAF acknowledged they would not be able to spend the \$4,500 grant for service this year and understand that their grant is forfeited. The Advisory Committee, in a meeting on June 16, 2015, voted unanimously to recommend re-allocating the funds to Communities in Schools (CIS). After reviewing mid-year reports, CIS has significantly over-performed its contracted and agency service goals. Also, CIS is an education oriented agency serving at-risk youth, which keeps the funds assisting the same funding category and client population.

Subject: Re-allocation of City Fund to Communities in Schools  
July 21, 2015  
Page 2

A new grant agreement has been prepared for the additional funding to CIS. The \$4,000 will be used to provide 1,045 services to 90 case-managed students at a cost of \$3.83 per service. There are various services that can be provided including: Supportive Guidance and Counseling, Educational Enhancement, Family Engagement, Health and Human Services, Career and College Preparation and Academic Enrichment. Each service unit represents a 30-minute activity. The new agreement with CIS is only for the period of August and September 2015 and is in addition to their grant for \$31,500 that is in effect for the current fiscal year. Dana Smith with CIS has confirmed that they can use the funds to accomplish activities before September 30.

Regarding the unintentional cut in funds to Youth & Family Counseling, the Advisory Committee failed to make a quorum at its subsequent meeting date on July 21 leaving the issue unresolved. As it was not the Committee's intention to cut the program, City staff recommends that the First Offenders Program receive \$500 from the re-allocation of EAF funds to make up for the cut next year. This will fund an additional 9 counseling sessions at \$58.58 each for 4 clients. The new agreement for Y&F is only for the period of August and September 2015 and is in addition to their grant for \$25,500 that is in effect for the current fiscal year.

EAF is still being recommended for funding next fiscal year but with the caveat that their contract next year will have milestones that must be met in order to receive funds. The milestones will include having agreements in place by target dates regarding the source of referrals for their students and the location and logistics of where services will be provided.

### **RECOMMENDATION**

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

**EXCERPTED MINUTES  
COMMUNITY DEVELOPMENT BLOCK GRANT  
ADVISORY COMMITTEE (CDBGAC)**

**Tuesday, May 26, 2015**

The Community Development Block Grant Advisory Committee convened at 6:30 p.m. in the Community Development Conference Room, Eric Page presiding.

**Committee Members**

**Present:**

Judy Kay Ferguson  
Sarah McLain  
Tamela Bowie  
Robert Paul

**Committee Members**

**Absent:**

Eric Page, Chair  
Debbie Fu, Vice Chair

**Staff Members**

**Present:**

Jamey Kirby, Grants Coordinator  
Laura Mitchell, Grants Specialist

**Guests:**

Bob Monaghan, Director PALS

---

**Item 4:** The committee continued their funding considerations for Category II CDBG Social Service Funding. The main point of discussion remaining is whether Empowering America's Future will be able to secure a location and source of referrals to continue services or whether the committee will use those funds elsewhere.

**EXCERPTED MINUTES  
COMMUNITY DEVELOPMENT BLOCK GRANT  
ADVISORY COMMITTEE (CDBGAC)**

**Tuesday, June 16, 2015**

The Community Development Block Grant Advisory Committee convened at 6:30 p.m. in the Community Development Conference Room, Eric Page presiding.

**Committee Members**

**Present:**

Eric Page, Chair  
Debbie Fu, Vice Chair  
Tamela Bowie  
Sarah McLain  
Judy Kay Ferguson

**Committee Members**

**Absent:**

Robert Paul

**Staff Members**

**Present:**

Jamey Kirby, Grants Coordinator  
Laura Mitchell, Grants Specialist

**Guests:**

None

---

**Item 5:** City Staff provided an update regarding Empowering America's Future (EAF) and the funding allocation for PY 2014-2015. EAF will not be able to carry out their contracted services. The committee recommended reallocating the \$4,500 to Communities In Schools of North Texas.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO CONTRACT WITH BUDGETED CITY OF LEWISVILLE SOCIAL SERVICE FUND AGENCIES.**

**WHEREAS**, on August 4, 2104, the Lewisville City Council approved the FY 2014-2015 Community Development Block Grant (CDBG) and City Social Service Agency Fund Budgets submitted by the Lewisville Community Development Block Grant (CDBG) Advisory Committee; and

**WHEREAS**, the City of Lewisville provided funding to eligible social service agencies including Empowering America’s Future, Communities in Schools and Youth & Family Counseling in its FY 2015 Budget; and

**WHEREAS**, Empowering America’s Future has advised the City that it was not able to use its allocation of funds, and

**WHEREAS**, the CDBG Advisory Committee recommends re-allocating funds from Empowering America’s Future to Communities in Schools, and

**WHEREAS**, City staff further recommends re-allocating funds to Youth & Family Counseling,

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

**SECTION 1.** The City Manager is authorized to execute a grant agreements shown as Exhibits A and B on behalf of the City of Lewisville, Texas with Communities in Schools and Youth and Family Counseling.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF LEWISVILLE, TEXAS, ON THIS THE 3<sup>rd</sup> DAY OF AUGUST, 2015.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



Jamey Kirby <jkirby@cityoflewisville.com>

---

## Fwd: 2014 - 2015 grant funding

1 message

---

**Laura Mitchell** <lmitchell@cityoflewisville.com>

Mon, Jul 13, 2015 at 11:48 AM

To: Jamey Kirby <jkirby@cityoflewisville.com>

Just received this from EAF.

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

From: **Margaret Simmons** <margo3123@yahoo.com>

Date: Mon, Jul 13, 2015 at 11:40 AM

Subject: 2014 - 2015 grant funding

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

Hello Ms. Mitchell,

The service hours for the grant funding to EAF for the 2014 - 2015 year will not be completed by September 30th. EAF appreciate the genuine concern of the City of Lewisville's Grant Foundation in helping empower our youth. I believe this is a minor set back. Thanking you in advance, as I continue to acquire a contract for the 2015 - 2016 school year.

Sincerely,  
Margaret Simmons

—

**Laura Mitchell**

Grants Specialist

Homebuyer Assistance

(P) 972-219-5026 (F) 972-219-3698

lmitchell@cityoflewisville.com

Resolution No. \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DENTON

**AGREEMENT BETWEEN THE  
CITY OF LEWISVILLE, TEXAS AND  
COMMUNITIES IN SCHOOLS OF NORTH TEXAS**

This agreement is hereby entered into by and between the City of Lewisville, Texas, a Home Rule Municipal Corporation, (hereinafter referred to as City) and COMMUNITIES IN SCHOOLS OF NORTH TEXAS (hereinafter referred to as Agency);

**WHEREAS**, the City Council has reviewed the scope of services of the Agency and has determined that the Agency performs an important human service for the residents of Lewisville without regard to race, religion, color or national origin and therefore Council recommends funding the Agency; and

**WHEREAS**, the City has determined that the Agency merits assistance and has provided for \$4,000 in its budget for funding the Agency;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**I. PROGRAM SUMMARY**

The agency shall in a satisfactory and proper manner perform the following tasks, and achieve the goals, for which the monies provided by the City may be used:

The Communities in Schools of North Texas Dropout Prevention Program will offer campus-based direct case management services to students identified as “at-risk” by the Texas Education Agency enrolled at 8 high need school campuses that feed into Lewisville High School.

**II. SCOPE OF SERVICES**

- A. Target Lewisville (Unduplicated) Clients: 90
- B. Service Unit 1: Provide 1,045 service(s) to case managed students. Each service(s) will be reimbursement at a rate of \$3.83 per service(s).

### **III. OUTCOME MEASURES**

A. Intermediate Outcome Measure

1. 85 percent of clients will show improvement in one or more of the following areas: academics, attendance, behavior, and social services.

B. Long-term Outcome Measure

1. 85 percent of clients will stay in school and/or graduate from high school.

C. H.U.D. Performance Measure – Effective October 1, 2006, the City began using objectives (Suitable Living Environment, Decent Housing, or Creating Economic Opportunities) and outcomes (Availability, Accessibility, or Sustainability) matching H.U.D.'s performance reporting when setting up public services at the beginning of each program year.

The following objective and outcome designated for COMMUNITIES IN SCHOOLS OF NORTH TEXAS will be used by the City in reporting public service activity:

1. Objective – Suitable Living Environment
2. Outcome – Availability/Accessibility

### **IV. OBLIGATIONS OF AGENCY**

In consideration of the receipt of funds from the City, Agency agrees to the following terms and conditions:

- A. It will establish, operate, and maintain an account system for this program that will allow for a tracking of funds and a review of the financial status of the program.
- B. It will provide service information to the City on a monthly or quarterly basis.
- C. It will indemnify and hold harmless the City from any and all claims and suits arising out of the activities of the Agency, its employees, and/or contractors.
- D. It will permit authorized officials of the City to audit its program performance and accounts upon request.
- E. It will not enter into any contracts that would encumber City funds for a period that would extend beyond the term of this Agreement.
- F. It will appoint a representative who will be available to meet with the Director of Finance and other City Officials when requested.

**V. TIME OF PERFORMANCE**

The services funded by the City shall be undertaken by the Agency within the following time frame:

August 3, 2015 THROUGH SEPTEMBER 30, 2015

**VI. METHOD OF PAYMENT**

- A. Payment by the City for services provided hereunder will be reimbursed within 21 days following timely receipt of proper reporting documents. On or after the last day of each quarter reimbursements will be made at a rate up to the contracted cost per service unit(s) (See Section II – Scope of Services).
- B. It is expressly understood and agreed that repayment shall be based on a cost per service unit delivered for services provided in the previous month/quarter.
- C. It is expressly understood that no compensation will be reimbursed without submission of an invoice of detailed expenditures and a monthly/quarterly statement of services provided by the Agency to Lewisville residents.
- D. It is expressly understood and agreed that in no event under the terms of this contract will the total compensation to be paid hereunder exceed the maximum sum of \$4,000 for all the services rendered.
- E. It is expressly understood and agreed that in no event under the terms of this contract will the total compensation to be paid hereunder exceed \$4,000.

**VII. EVALUATION**

The Agency agrees to participate in the programmatic and fiscal requirements outlined in the City of Lewisville City Fund Monitoring Guide. The Agency agrees to make available its financial records for review by the City at the City's discretion. In addition, the Agency agrees to provide the City the following data and/or reports no later than the 15<sup>th</sup> of the month following the reimbursement period:

- A. Performance Objectives Report
- B. Client Services Summary Report

C. Request for Reimbursement

Multiple failures to submit timely reports will be reflected in the Agency file and may be considered during the renewal process.

**VIII. SUSPENSION OR TERMINATION**

The City may suspend or terminate this Agreement and payments to the Agency, in whole or part, for cause. Cause shall include but not be limited to the following:

- A. Agency's improper, misuse, or inept use of funds.
- B. Agency's failure to comply with the terms and conditions of this agreement.
- C. Agency's submission of data and/or reports that are inaccurate or incomplete in any material respect.
- D. If for any reason the carrying out of this agreement is rendered impossible or unfeasible.

In the event the City determines that the provisions of this agreement have been breached by Agency, the City may suspend payment hereunder; and, in case of suspension, the City shall advise the Agency, in writing, as to conditions precedent to the resumption of funding and specify a reasonable date for compliance.

Either party may terminate this agreement upon giving the other party sixty (60) days written notice of such termination. In case of termination, the Agency will remit to the City any unexpended City funds. Acceptance of these funds shall not constitute a waiver of any claim the City may otherwise have arising out of this Agreement.

**IN WITNESS THEREOF**, the parties do hereby affix their signatures and enter into this funding Agreement as of the 3<sup>rd</sup> day of August, 2015.

CITY OF LEWISVILLE, TEXAS

COMMUNITIES IN SCHOOLS OF NORTH  
TEXAS

BY: \_\_\_\_\_  
Donna Barron  
CITY MANAGER

BY: \_\_\_\_\_  
Dana Smith  
EXECUTIVE DIRECTOR

ATTEST: \_\_\_\_\_  
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

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

Resolution No. \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF DENTON

**AGREEMENT BETWEEN THE  
CITY OF LEWISVILLE, TEXAS AND  
YOUTH & FAMILY COUNSELING**

This agreement is hereby entered into by and between the City of Lewisville, Texas, a Home Rule Municipal Corporation, (hereinafter referred to as City) and YOUTH & FAMILY COUNSELING (hereinafter referred to as Agency);

**WHEREAS**, the City Council has reviewed the scope of services of the Agency and has determined that the Agency performs an important human service for the residents of Lewisville without regard to race, religion, color or national origin and therefore Council recommends funding the Agency; and

**WHEREAS**, the City has determined that the Agency merits assistance and has provided for \$500 in its budget for funding the Agency;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**I. PROGRAM SUMMARY**

The agency shall in a satisfactory and proper manner perform the following tasks, and achieve the goals, for which the monies provided by the City may be used:

The First Offender and At-Risk Kids Program provides counseling to youth and their families after referral from the Lewisville Police Department and other at-risk youth that are registered with LISD that could benefit from family counseling.

**II. SCOPE OF SERVICES**

- A. Target Lewisville (Unduplicated) Clients: 4
- B. Service Unit 1: Provide 9 counseling session(s). Each counseling session(s) will be reimbursed at a rate of \$58.58 per counseling session(s).

**III. OUTCOME MEASURES**

A. Intermediate Outcome Measure

1. 87 percent of clients will show improvement on 70% of the indicators as measured by the Goal Attainment Survey.

B. Long-term Outcome Measure

1. 85 percent of children completing the program will not be arrested a second time in a one year period.

C. H.U.D. Performance Measure – Effective October 1, 2006, the City began using objectives (Suitable Living Environment, Decent Housing, or Creating Economic Opportunities) and outcomes (Availability, Accessibility, or Sustainability) matching H.U.D.'s performance reporting when setting up public services at the beginning of each program year.

The following objective and outcome designated for YOUTH & FAMILY COUNSELING will be used by the City in reporting public service activity:

1. Objective – Suitable Living Environment
2. Outcome – Affordability

**IV. OBLIGATIONS OF AGENCY**

In consideration of the receipt of funds from the City, Agency agrees to the following terms and conditions:

- A. It will establish, operate, and maintain an account system for this program that will allow for a tracking of funds and a review of the financial status of the program.
- B. It will provide service information to the City on a monthly or quarterly basis.
- C. It will indemnify and hold harmless the City from any and all claims and suits arising out of the activities of the Agency, its employees, and/or contractors.
- D. It will permit authorized officials of the City to audit its program performance and accounts upon request.
- E. It will not enter into any contracts that would encumber City funds for a period that would extend beyond the term of this Agreement.
- F. It will appoint a representative who will be available to meet with the Director of Finance and other City Officials when requested.

**V. TIME OF PERFORMANCE**

The services funded by the City shall be undertaken by the Agency within the following time frame:

AUGUST 3, 2015 THROUGH SEPTEMBER 30, 2015

**VI. METHOD OF PAYMENT**

- A. Payment by the City for services provided hereunder will be reimbursed within 21 days following timely receipt of proper reporting documents. On or after the last day of each quarter reimbursements will be made at a rate up to the contracted cost per service unit(s) (See Section II – Scope of Services).
- B. It is expressly understood and agreed that repayment shall be based on a cost per service unit delivered for services provided in the previous month/quarter.
- C. It is expressly understood that no compensation will be reimbursed without submission of an invoice of detailed expenditures and a monthly/quarterly statement of services provided by the Agency to Lewisville residents.
- D. It is expressly understood and agreed that in no event under the terms of this contract will the total compensation to be paid hereunder exceed the maximum sum of \$500 for all the services rendered.
- E. It is expressly understood and agreed that in no event under the terms of this contract will the total compensation to be paid hereunder exceed \$500.

**VII. EVALUATION**

The Agency agrees to participate in the programmatic and fiscal requirements outlined in the City of Lewisville City Fund Monitoring Guide. The Agency agrees to make available its financial records for review by the City at the City's discretion. In addition, the Agency agrees to provide the City the following data and/or reports no later than the 15<sup>th</sup> of the month following the reimbursement period:

- A. Performance Objectives Report
- B. Client Services Summary Report

C. Request for Reimbursement

Multiple failures to submit timely reports will be reflected in the Agency file and may be considered during the renewal process.

**VIII. SUSPENSION OR TERMINATION**

The City may suspend or terminate this Agreement and payments to the Agency, in whole or part, for cause. Cause shall include but not be limited to the following:

- A. Agency's improper, misuse, or inept use of funds.
- B. Agency's failure to comply with the terms and conditions of this agreement.
- C. Agency's submission of data and/or reports that are inaccurate or incomplete in any material respect.
- D. If for any reason the carrying out of this agreement is rendered impossible or unfeasible.

In the event the City determines that the provisions of this agreement have been breached by Agency, the City may suspend payment hereunder; and, in case of suspension, the City shall advise the Agency, in writing, as to conditions precedent to the resumption of funding and specify a reasonable date for compliance.

Either party may terminate this agreement upon giving the other party sixty (60) days written notice of such termination. In case of termination, the Agency will remit to the City any unexpended City funds. Acceptance of these funds shall not constitute a waiver of any claim the City may otherwise have arising out of this Agreement.

**IN WITNESS THEREOF**, the parties do hereby affix their signatures and enter into this funding Agreement as of the 3<sup>rd</sup> day of August, 2015.

CITY OF LEWISVILLE, TEXAS

YOUTH & FAMILY COUNSELING

BY: \_\_\_\_\_  
Donna Barron  
CITY MANAGER

BY: \_\_\_\_\_  
Eren Turner  
EXECUTIVE DIRECTOR

ATTEST: \_\_\_\_\_  
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

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

## MEMORANDUM



**TO:** Donna Barron, City Manager

**FROM:** Bob Monaghan, Director - PALS

**DATE:** July 22, 2015

**SUBJECT: Approval of a Professional Services Agreement with Halff Associates, Inc., for Professional Services for the Design of Garden Ridge Trail in the Amount of \$278,350; and Authorization for the City Manager to Execute the Agreement.**

### BACKGROUND

PALS submitted a transportation alternative project grant application for the Garden Ridge Trail project to the North Central Texas Council of Governments in May 2014. The Garden Ridge Trail is consistent with the City's Trail Master Plan and the Vision 2025 Plan.

The trail will start at the north end of Garden Ridge at I35 E and connect with the TXDOT cross over to the DCTA Lewisville Lake Station. The trail will extend south to FM 407 with an enhanced sidewalk (wide sidewalk) and street signage and pavement markings for a shared use lane for bicycles and vehicles. South of FM 407 the trail will continue south in the wide Garden Ridge median along with the shared use lane markings and connect to the Valley Ridge Green Belt Trail and LL Woods Park just south of Valley Parkway. At Valley Parkway the trail will be an enhanced sidewalk and a shared use lane to Civic Circle.

This is an important north – south segment of the city's spine trails and will provide connectivity to the following areas:

- DCTA Lewisville Lake Rail Station
- Highland Lakes Park and Trail
- Highland Park
- Meadow Lake Park and Trail
- Walmart Neighborhood Store
- CVS Pharmacy
- Valley Ridge Elementary School
- Huffines Middle School
- LL Woods Park
- Valley Ridge Green Belt Trail
- Lewisville Post Office
- Lewisville Police Station
- Lewisville Public Library
- Frederick P Herring Recreation Center

Subject: Professional Services Agreement with Halff Associates, Inc  
July 22, 2015  
Page 2

The grant is a reimbursement grant that requires a local cash match of 25% of the total project cost. The trail construction is estimated at \$2,024,473 with a local match of \$506,118. The City is also responsible for the design cost.

### **ANALYSIS**

The North Central Texas Council of Governments Regional Transportation Council approved the 4.2 mile Garden Ridge Trail Grant and the City must proceed with the design. Halff Associates will perform professional services in connection with the design of Garden Ridge Trail Construction Documentation. The design project schedule is 345 days and the estimated construction is 285 days.

The total design in the amount not to exceed \$278,350 includes \$275,350 for professional fees for the design and construction documents and \$3,000 for reimbursable expenses. Funding is available in CIP project P0601 – Trail Development (4B).

### **RECOMMENDATION**

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

## **PROFESSIONAL SERVICES AGREEMENT CITY OF LEWISVILLE - GARDEN RIDGE TRAIL**

The City of Lewisville, Texas, hereinafter called City, hereby engages Halff Associates Inc., hereinafter called Consultant, to perform professional services in connection with the design of Garden Ridge Trail Construction Documentation, hereinafter called Project.

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

The Project will involve the preparation of plans and specifications for the construction of bike and pedestrian trail improvements. These improvements shall include: (1) 4.2 miles of 8-foot and 12-foot wide concrete trail and 3.6 miles of shared-use bike facilities; (2) a secondary 12 foot-wide concrete trail spur traveling westward to Highlands Park providing a connection to Highland Village; (3) a new 12-foot wide trail access or 12-foot wide shared-use trails along the utility corridors; (4) the widening of the sidewalks at Valley Ridge Elementary School; (5) the installation of signalized crossings and pedestrian crossing pavement markings to be located at each mid-block crossing to allow safe access to Valley Ridge Elementary School and surrounding residences, (6) the installation of on street shared-use lanes with pavement striping and signage on Garden Ridge Boulevard from IH 35E to Justin Road, on North Valley Parkway from North Garden Ridge Boulevard to Main Street; and (7) bike and pedestrian facility improvements along North Valley Parkway extending south from North Garden Ridge Boulevard to Main Street and Civic Circle Drive (with dedicated bike lanes to extend along Civic Circle Drive north of the City's civic buildings) and on Garden Ridge Boulevard from the proposed Trinity Trails and DTCA Transit Station at the north-end of Garden Ridge Boulevard and IH 35E traveling west and southward with a Trailhead connection to Meadowlake Park. The plans and specifications will be designed in accordance to TxDOT, AASHTO, TMUTCD and ADA standards.

**A. Project Assumptions**

The scope of services for this Agreement has been prepared using the following assumptions as a basis for its preparation.

1. The Project planning area will encompass approximately 4.2 miles of 8' and 12' concrete trails and approximately 3.6 miles of shared-use bike facilities located along the proposed trail corridor.
2. The Project drawings and specifications will follow the TxDOT CADD standards.
3. As stated in the 2014 Transportation Alternatives Program (TAP) - NCTCOG Grant Submittal, the city of Lewisville will utilize city services/funding to relocate any and/or all utilities that may conflict with the proposed improvements.
4. An air quality analysis is not anticipated to be required as part of this scope of work.
5. A noise analysis is not anticipated to be required as part of this scope of work.

6. An indirect and cumulative effects analysis is not anticipated to be required as part of this scope of work.
7. This scope of work does not include formal Section 7 consultation with the USFWS under the Endangered Species Act, such as preparing a Biological Assessment for the Project and agency consultation to allow the USFWS to formulate a Biological Opinion. This scope of work also excludes the development and implementation of mitigation plans for potential impacts to threatened and endangered species. If required, these additional services would be performed under a supplemental work order.
8. TxDOT's environmental rules under 43 TAC, Chapter 2 (effective April 16, 2012) prescribe a process where the project sponsor and the entity approving the environmental document must agree on the "project scope" (document type and content). The project scoping would occur at a meeting with the TxDOT Dallas District held early in the process. For the purpose of preparing this proposal, it is assumed that a Categorical Exclusion (CE) would be the appropriate environmental document. In the event it is determined that a CE is not the appropriate level of documentation for the Project, the Consultant will prepare a supplemental scope of work as determined at the TxDOT Design Coordination meeting.
9. The City of Lewisville may partially fund the Project through the Transportation Alternative Program (TAP) Grant. An environmental review is required for the Project in accordance with the National Environmental Policy Act (NEPA) of 1969 and the Council on Environmental Quality (CEQ) Regulations (40 CFR Parts 1500 - 1508), 23 Code of Federal Regulations (CFR) Part 771, 43 Texas Administrative Code (TAC) Chapter 2, and Federal Highway Administration (FHWA) Technical Advisory T6640.8A. The environmental review must also be conducted in accordance with the TxDOT Environmental Affairs Division (ENV) Environmental Manual (2004) and applicable TxDOT ENV Standards of Uniformity (SOU) in effect as of the date of this scope of work.
10. This scope of work and fees are based on the assumption that the Project will meet the requirements of 23 CFR 771.117, Categorical Exclusions, outlined in the *Programmatic Agreement for the Review and Approval of NEPA Categorically Excluded Transportation Projects between the Federal Highway Administration Texas Division and the Texas Department of Transportation*, as amended. Such conditions include, but are not limited, to the following:
  - The Project shall not involve acquisition of more than minor amounts of right-of-way (ROW) as defined in the Programmatic Agreement.
  - There will be no commercial or residential displacements.
  - The action shall not involve a "use" of properties protected by Section 4(f) of the Department of Transportation Act (as defined in 49 U.S. Code [USC] 303). Any de minimis actions shall be approved, if appropriate, by the FHWA before a project is allowed to be processed as a CE.
  - The action shall not have been determined by the State Historical Preservation Officer (SHPO) to have an adverse effect on any property determined eligible for the National Register of Historic Places (NRHP).

- The action shall not be subject to an individual Section 408, 404 and/or Section 10 permit, or Nationwide Permit (NWP) 23 issued by the U.S. Army Corps of Engineers (USACE).
- The action shall not lead to a determination of other than "no effect" or "may affect, not likely to adversely affect" for federally listed resources under regulations implementing the Endangered Species Act.

11. The scope of work does not include a CLOMR (or LOMR upon completion of Project construction) submittal to FEMA.

***B. Information To Be Supplied By The City Of Lewisville, Texas***

The City will supply existing data related to the Project site as available to the planning and design team, for use during the planning and design phases of the Project.

The following items will be supplied by the City to the Consultant:

1. Record Plans and/or As-Builts - the most current existing plans, plats and/or layouts of Garden Ridge Blvd., N. Valley Pkwy., Civic Circle Dr. and the Oncor Easement as best available in digital format, to be used during initial planning and design exercises for the Project site.
2. Project Site Topographic and Aerial Data - the most current GIS, 2003 aerial topography, plat information, available in digital format conforming to Arc GIS Shapefiles, to be used during initial planning and design exercises for the Project site.
3. Existing Utility Information - as-built plans for all existing public utilities located within the limits of planning areas for the Project, including water, sanitary sewer, and storm drain facilities. The Consultant will contact franchise utilities operating in Lewisville to obtain locations of the facilities in the Project corridor.

**II. SCOPE OF WORK**

A. ***Basic Services.*** The Consultant shall provide the following Basic Services:

***1. Project Management and Meetings***

a. Communications

i. Pre-Design Coordination Meeting

Conduct a pre-design meeting with the City of Lewisville Parks and Leisure Services Department (PALS) staff members to refine the current program of facilities for the Project, and to outline specific desired elements over and the above the elements define in the 2014 NCTCOG TAP Grant Submittal. A refined program of elements for the Project will be prepared for approval by the City

in table format. The pre-design coordination meeting is to be held at the City of Lewisville Parks and Leisure Services Department.

**Total: One (01) Meeting**

ii. Design Submittal Review Meetings

Conduct a design submittal review meeting with the City of Lewisville staff members to discuss all comments related to the Project at each submittal milestone. All design submittal review meetings will be held at the City of Lewisville Parks and Leisure Services Department. The meeting and submittal milestones shall be as follows:

- Schematic Design Drawings – Two (02) meetings
- 30% Design Development Drawings – One (01) meeting
- 60% Design Drawings – One (01) meeting
- 90% Design Drawings – One (01) meeting
- Final Design Drawings – One (01) meeting

**Total: Six (06) Meetings**

iii. Public Meetings

Hold, in conjunction with the City of Lewisville staff, one (01) public involvement meeting to engage the public so that the design reflects the needs and preferences of local area stakeholders. The City shall coordinate and provide the meeting place and public notifications. The Consultant shall supply graphics and boards.

**Total: One (01) public meeting**

iv. Agency Coordination

Facilitate agency coordination meetings with City of Lewisville, TXDOT, Oncor, NCTCOG, franchise utilities and other consultants.

**Total: Five (05) meetings**

b. Reporting

i. Monthly Progress Report

- Provide written documentation summarizing work performed during the month.

ii. Invoicing

- Provide monthly invoice documentation and submit to the City for review and approval.

## 2. *Data Collection and Base Map Preparation*

- a. Attend one (01) pre-design coordination/Project kick-off meeting with the City of Lewisville, TxDOT, Oncor and other entities to establish the Project's goals and objectives and identify parameter for the upcoming planning efforts.
- b. Establish parameters and procedures to be used when assembling previous studies and existing data for use during the planning and design efforts, including the number of copies to be delivered by participants and timeframes for data availability and assembly.
- c. Establish data management protocols and procedures to ensure data collection is consistent and accurate from different consultants and team members.
- d. Compile the digital and other information provided by the City and others during the data gathering exercises into a base map for use during the planning and design activities. This base map will illustrate information such as locations of existing streets; existing wet and dry utilities; structures; trees; existing topography obtained during the survey.
- e. Initiate and coordinate one (01) site investigation study related to the topography of the site; geotechnical study; soils composition and analysis; utilities; vegetation areas; and comprehensive plan impacts. The impacts and opportunities that result from these studies will be documented for use in the final development plan preparation process.

## 3. *Finalize Schematic Design*

- a. **Pedestrian and Bike Facility Crossings** – Conduct site visit of proposed trail routes to evaluate existing street/intersection conditions. This effort will be coordinated with City of Lewisville staff regarding any standards they follow for bike related traffic signs and pavement markings. The Consultant will collect any available 24-hour weekday traffic count data the City of Lewisville has on N. Garden Ridge Boulevard, N. Valley Parkway and Civic Circle and acquire and review traffic signal as-built plans at the five (05) signalized intersections.
- b. **Schematic Design Refinement** – Based upon the base mapping, site inventory, site analysis, preliminary schematic design and the Project kick-off meeting, prepare one (01) refined Schematic Design showing plan layouts, and detailed drawings that help communicate the design intent and vision of the Project.

- c. **Schematic Design Meetings** – Conduct one (01) schematic design review meeting with the City to present and review the preliminary concept master plan and amenity concepts. Upon refining the master plan and amenity concepts Consultant will then conduct one (01) final concept review meeting with the City to present and review the final concept master plan, and amenity concepts for the City’s final approval. The meetings will be organized and set up by the City. The City will organize the time and place for the review meeting. **(See Project Management and Meetings)**
- d. **Public Meetings** – Conduct one (01) public meeting to present and review the concept master plan. The public meeting will be organized and set up by the City of Lewisville. The City of Lewisville staff will organize the attendees, time and place for the review meeting. **(See Project Management and Meetings)**
- e. **Design Conference** – Conduct one (01) design conference with TxDOT to review and understand the design intent for the Project prior to the construction document preparation. The design conference will be organized and set up by the City of Lewisville. The City of Lewisville staff will organize the attendees, time and place for the review meeting. **(See Project Management and Meetings)**

#### **4. Construction Document Preparation**

Based on the approved Schematic Design, prepare, for approval by the City and TxDOT, a complete set of construction documents, specifications and cost estimate as defined below. Consultant shall prepare and print four (04) draft prints sets of drawings, cost estimates and a digital pdf copy for review and comment, and shall be submitted at 30%, 60%, 90% and Final submittal stages as defined in the attached Project schedule, “Attachment B”. Design shall be in general conformance with City of Lewisville Design Standards, Drainage Manual, Details and ADA Standards. Plans shall adhere to TxDOT, AASHTO and TMUTCD guidelines. File format shall be Microstation compatible electronic format. Consultant will provide subsidiary drawings that include title sheet, Project layout sheet(s), typical sections and details. Primary plan drawings shall include:

##### **a. Demolition Plan**

Prepare the demolition plan, which will provide notes and details required for the demolition, removal and disposal of site features, trash, debris, tree protection and preservation. The tree protection will be quite extensive and will require an on the ground evaluation for plant materials to be preserved. The demolition plan and specifications will be coordinated with

the City of Lewisville for proper disposal and/or preservation. Plans will be sealed by a Licensed Landscape Architect.

**b. Site Grading Plan**

Prepare a grading plan that includes the notes and details required to allow grading of the trail facility renovation and improvements. This plan will show existing and proposed ground contour lines, and spot elevations needed to grade the site for drainage. Plans will be sealed by a Professional Engineer.

**c. Trail Dimension Control Plan and Site Amenities Layout**

Design and provide details for the trail and associated site amenities (benches, mile markers, kiosk and trash receptacles). Fee includes plans and specifications for the trail, sub-grade preparation, jointing requirements, and construction notes. Geometric dimension control will be provided. Dimension control will include coordinate geometry and typical dimensions of the trail. A geotechnical report with paving recommendations will be required, as described in the Special Services section of this proposal.

**d. On-street Bike Facilities Layout and Dimension Control Plan**

Prepare on-street bicycle facility layout, including pavement markings, signage, details and specifications. Prepare On-Street Quantity Sheet.

**e. Rectangular Rapid Flashing Beacons (RRFB's)**

Conduct site visit of proposed trail routes to evaluate existing street / review locations for three (03) proposed RRFB's (two beacons per location). Prepare and develop engineering plans, layout, pavement markings, specifications and cost estimates for three (03) proposed RRFB locations. Prepare On-Street Quantity Sheet.

**f. Landscape Plan**

Design the landscape planting plan. The landscape plan will show all plantings, arrangement of plant materials, mow and minimal mow areas, and landscape berms. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plan. Details for the proper installation of plants will also be included. Plans will be sealed by a Licensed Landscape Architect.

**g. Irrigation Plan**

Design and provide details for the irrigation plan. Upon approval of the landscape plan, an irrigation plan shall be prepared that responds to the proposed landscape, being sensitive to planned prairie grass establishment areas. The plan will be developed with an emphasis on proper zoning of the system in order to maximize efficient water management. The system will be designed to permit separate watering of turfgrass. Details for the proper installation of sprinkler heads, valves, pipe, service connection,

controller and other items will be shown on the plan. Plans will be sealed by a Licensed Irrigator.

**h. Structural Design**

The Consultant will provide structural engineering design for signage, and kiosks as approved during the Schematic Design phase. Drawings will include layout plans, section and details with dimensional control information necessary to construct the amenity items. Plans will be sealed by a Professional Engineer.

**i. Storm Water Pollution Prevention**

Prepare one erosion control plan in conjunction with the grading plans. This task is for the preparation of design drawings and associated details only. The Storm Water Pollution Prevention Plan (SWP3), including but not limited, to the Notice of Intent (NOI), project description, inspection forms, Notice of Termination (NOT), etc. are not included in this item and will be provided by the contractor. The Contractor and the City will be responsible for execution and implementation of NOI, NOT, and SWP3. Plans will be sealed by a Professional Engineer.

**j. Traffic Control Plan**

Prepare Traffic Control Plan and Details for the Project area along Garden Ridge Boulevard from IH 35E to North Valley Parkway; along North Valley Parkway from Garden Ridge Boulevard to Main Street; along Civic Circle Drive from North Valley Parkway extending to Main Street north of the City's civic buildings to facilitate construction sequencing and lane closure plans. Plans shall reference TxDOT standard details for interim and short term conditions.

**k. Coordination Meetings**

Attend four (04) coordination meetings with the City of Lewisville, TxDOT, and other entities at each drawing submittal to coordinate the Project status, Project issues and Project timeline. The meetings will be organized and set up by the City. The City will organize the time and place for the review meeting. **See Meetings**

**5. Bidding**

Based on approved Construction Documents, the Consultant shall provide bid phase services to include the following:

a. Prepare bid document, attend pre-bid meeting, issue addenda, review of bid, and review contractor selection. The Consultant shall deliver one (01) original set of full and ½ size sets in 11x17 format signed and sealed along with digital CD copy.

b. The City shall advertise, provide copies to contractors, establish time and location of pre-bid meeting and make recommendation to Council to move forward with contractor selection.

**6. *Reimbursable Expenses***

Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals.

B. **Special Services.** The Consultant shall provide the following Special Services:

**1. Topographical Survey**

Perform detailed topographical surveying for the Garden Ridge Trail project. The survey will be based on the Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following:

- a. Horizontal and Vertical control points will be established such that all points of construction will be within 500 ft. (300 ft. if visibility issues with line of sight) of a control point. Vertical benchmarks should not be subject to loss during construction.
- b. Topographic features will be spot surveyed at key locations that includes 50' back from primary and secondary roadway intersections along Garden Ridge Blvd., N. Valley Parkway and Civic Circle Dr. driveway entrances, the UP railroad crossing, 100' swath along the proposed trail alignment within the Oncor Utility easement, Meadow Lake Park frontage and parking lot and the entire north and east side of N. Valley Pkwy. The Consultant will tie these areas along with any and all other features needed for design. Ground surface contours at an interval of one (1) foot supplemented by appropriate spot elevations accurate to 0.1 foot elevation. Tie existing trees 6-inch caliper and larger within 20' to either side of the limits of improvements of the Trail. Existing surface utility appurtenances as needed. Existing drainage and utility information. Other visible surface features and underground utilities shown based on field ties of visible surface appurtenances, and City and franchise utilities record information. The surveyor and engineer cannot certify as to the accuracy or completeness of the record documents used to locate the existing underground utilities.
- c. Existing property corners, iron pins, etc. will be tied to establish existing rights-of-way and property lines. Prior to surveying on private property, the Surveyor shall obtain written permission from the property owner and/or tenant.

**2. Environmental Services**

Provide environmental services as described in this scope of work for the proposed Garden Ridge Trail in the City of Lewisville, Texas. The Project is the construction of bike and pedestrian improvements to include (1) 4.2

miles of 8-foot and 12-foot wide concrete trail and 3.6 miles of shared-use bike facilities; (2) a secondary 12 foot-wide concrete trail spur traveling westward to Highlands Park providing a connection to Highland Village; (3) a new 12-foot wide trail access or 12-foot wide shared-use trails along the utility corridors; (4) the widening of the sidewalks at Valley Ridge Elementary School; (5) the installation of signalized pedestrian crossings and pedestrian/hike and bike crossing pavement markings to be located at each mid-block crossing to allow safe access to Valley Ridge Elementary School and surrounding residences, (6) the installation of on street shared-use lanes with pavement striping and signage on Garden Ridge Boulevard from IH 35E to Justin Road, on North Valley Parkway from North Garden Ridge Boulevard to Main Street; (7) bike and pedestrian facility improvements along North Valley Parkway extending south from North Garden Ridge Boulevard to Main Street and Civic Circle Drive (with dedicated bike lanes to extend along Civic Circle Drive north of the City's civic buildings) and on Garden Ridge Boulevard from the proposed Trinity Trails and DTCA Transit Station at the north-end of Garden Ridge Boulevard and IH 35E traveling west and southward with a Trailhead connection to Meadowlake Park. The scope of services includes the tasks listed below

a. **Categorical Exclusion (CE) Documentation**

Federal funds may be used for the Project. An environmental review and appropriate documentation is required for the Project in accordance with the National Environmental Policy Act (NEPA) of 1969 and the Council on Environmental Quality (CEQ) Regulations, 23 Code of Federal Regulations (CFR) Part 771, and 43 Texas Administrative Code (TAC) Chapter 2, Subchapter C. This scope of work and fee estimate are based on the assumption that the proposed improvements would meet the requirements of 23 CFR 771.117, Categorical Exclusions. The environmental process will follow guidance published by TxDOT as of May 2015 regarding Categorical Exclusion (CE) determinations. The Project is assumed to be considered a "c-list" CE project based on 23 CFR 771.117(c)(3) Construction of bicycle and pedestrian lanes, paths, and facilities. In the event it is determined by TxDOT that a CE is not the appropriate level of documentation for the Project, Consultant will notify the City and a supplemental scope of work will be prepared to allow completion of other suitable documentation. The following sub-tasks will be necessary to receive a CE determination from the TxDOT Dallas District.

b. **Project Scoping and Risk Assessment**

Provide scoping documentation to the TxDOT Dallas District to initiate the CE process. Consultant will complete the required forms and submit to the TxDOT Dallas District Environmental Coordinator. This task includes one meeting with the City and the

TxDOT Dallas District. The following items will be submitted to the TxDOT Dallas District for review and approval, and revised in accordance with comments received from TxDOT, as necessary:

- Draft Project Scope Form for CEs
- Environmental Information Request Form
- Risk Assessment Forms including:
  - Biology
  - Environmental Justice (EJ) and Community Impacts
  - Archeology
  - Historical Studies
  - Water
  - Air
  - Noise
  - Hazardous Materials
  - Indirect Impacts
  - Cumulative Impacts
  - Public Involvement
- Final Project Scope Form for CEs
- Project Schedule for Deliverables

Consultant will obtain digital environmental information available from appropriate local, state, and federal agencies. Data collected through this task will be stored in Geographical Information Systems (GIS) format.

c. **Data Collection and Environmental Constraints Mapping**

Perform a site visit of the Project area to document existing conditions. This task includes taking on-site photographs of existing conditions. It is assumed the City will provide right-of-entry for the Project corridor.

d. **Technical Reports**

Prepare resource agency coordination requests and technical reports for resources that require additional assessment as defined in the risk assessment phase of the Project. These technical reports will be used by TxDOT to initiate resource/regulatory agency coordination and to obtain feedback/approval from agencies, as applicable. This Project is anticipated to require the following technical reports.

- Biological Evaluation Form
- Water Resources Technical Report
- Archeological Studies Project Coordination Request (PCR)
- Historical Studies PCR
- Hazardous Materials Initial Site Assessment (ISA)
- Socioeconomics Technical Report

- Air Quality Technical Report

PCRs and technical reports will be submitted to the TxDOT Dallas District and revised in accordance with comments received from TxDOT.

e. **Biological Investigations**

Assess the Project's compliance with the following federal and state regulatory requirements.

- Endangered Species Act of 1973
- Migratory Bird Treaty Act and Golden Eagle Protection Act
- Fish and Wildlife Coordination Act
- Farmland Protection Policy Act
- Executive Order on Invasive Species
- Executive Memorandum on Environmentally and Economically Beneficial Landscaping
- Texas Parks and Wildlife Department (TPWD) Coordination per Memorandum of Understanding (MOU) (reissued 2013)

An assessment will be conducted for vegetation and protected habitat impacts in accordance with the 2013 MOU between TxDOT and the TPWD. Associated mapping and a Biological Evaluation Form will be completed. This task will include a review of current species lists from the TPWD and the United States Fish and Wildlife Service (USFWS) for Collin County, and a search request from the Texas Natural Diversity Database (TXNDD). Conclusions will be made, based on general observations from the visual survey and the literature review and database search, regarding whether preferred habitat or designated critical habitat for any listed species is present within the Project area, whether any listed species is likely to occur, and whether there is a potential effect to listed species.

f. **Water Resources Investigations**

Prepare a Water Resources Technical Report to document compliance with the following:

- Section 404 of the Clean Water Act: Waters of the United States
- Section 401 of the Clean Water Act: Water Quality Certification
- Executive Order 11990, Wetlands
- Rivers and Harbors Act of 1899, Section 10

- Section 303(d) of the Clean Water Act
- Section 402 of the Clean Water Act: Texas Pollutant Discharge and Elimination System (TPDES), Construction General Permit
- Section 402 of the Clean Water Act: TPDES, Municipal Separate Storm Sewer System (MS4)
- Floodplains

A jurisdictional determination of waters of the United States, including wetlands, will be made within the anticipated ROW for the Project. This determination will include delineation of the boundaries and ordinary high water mark of jurisdictional waters within the ROW.

**g. Cultural Resources Project Coordination Requests**

Conduct cultural resources investigations in compliance with the requirements of Section 106 of the National Historic Preservation Act (NHPA) [16 USC § 470(f)] and implementing regulations (36 CFR Part 800). Archeological investigations must be performed in compliance with the Antiquities Code of Texas (13 TAC 26 and Title 9, Chapter 191, Subchapters A-F of the Texas Natural Resources Code, as amended) due to the City of Lewisville being a political subdivision of the State of Texas.

A records review will be conducted to identify recorded archeological or historic sites within the area of potential effects (APE) for the Project. This task includes preparing Archeological and Historic Structures PCRs.

**h. Hazardous Materials Initial Site Assessment Technical Report**

Conduct a Hazardous Materials ISA and prepare a technical report. The ISA will assist in determining the presence or likely presence of any hazardous substances or petroleum products in the Project study area and identify any conditions that may indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into the ground, groundwater, or surface water of the Project area. The ISA will include records review, site reconnaissance, evaluation of recorded sites and conditions observed during the site visit, and report preparation.

**i. Socioeconomics Technical Report**

Prepare a technical report documenting the population and income characteristics of the immediate area surrounding the Project, and identifying potential impacts on Environmental Justice (EJ) and Limited English Proficiency (LEP) populations as well as potential impacts on community cohesion.

- j. **Air Quality Technical Report**  
Prepare a technical report documenting the project area attainment status relative to the National Ambient Air Quality Standards (NAAQS), as well as project exemption from an air conformity determination, project exemption from a traffic air quality analysis, and project consistency with the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program/Statewide Transportation Improvement Program (TIP/STIP).
- k. **CE Determination Form**  
Prepare and submit a draft CE Determination Form for TxDOT's consideration for approval of the Project.
- l. **EPIC Sheet**  
Prepare an environmental permits, information, and commitments (EPIC) design sheet and submit to the TxDOT Dallas District, and revise in accordance with comments received from TxDOT.
- m. **Submittals – Environmental Document**  
Submittals will be in accordance with the applicable TxDOT Copy Matrix for Environmental Documents.
- Draft Project Scope Form
  - Environmental Information Request Form
  - Risk Assessment Forms
  - Final Project Scope Form
  - Archeological Studies PCR
  - Historical Studies PCR
  - Biological Evaluation Form
  - Hazardous Materials ISA
  - Water Resources Technical Report
  - Socioeconomics Technical Report
  - Air Quality Technical Report

**Deliverables – Environmental Document**

All submittals, with the exception of up to three (3) hard copies of the Final Project Scope Form upon request, will be submitted electronically.

**D. H&H Services - NA**

**E. Geotechnical Services**

1. Evaluate subsurface conditions with four (04) sample borings according to the following field program for the trail kiosks and Rectangular Rapid Flash Beacons (RRFB).

2. Prepare an engineering report to present the results of the field and laboratory data together with the analyses of the results and recommendations. The Consultant will provide three copies of the report. The report will address:
  - General soil and ground-water conditions
  - Recommendations for foundation type, depth and allowable loading
  - Minimum penetration of piers to resist uplift (if required)
  - Foundation construction requirements
  - Recommended lateral pressures for the design of below-grade walls and retaining structures
  - Earthwork recommendations
  - Guidelines for pavement design

**F. Accessibility Review**

1. Submit drawings and specifications to the Texas Department of Licensing and Regulation for review of accessibility. The Consultant will incorporate any comments received and make adjustments to the plans as needed. This cost will be included as part of the base fee schedule.
2. Site Inspection fees payable to TDL&R will be paid and delivered with transmittal of the plans to TDL&R. Printing of plans and specifications and shipping will be reimbursable expenses as defined herein.

**G. Additional Services**

Additional Services not included in the Scope of Work will be negotiated with the City as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

1. Owner generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
2. Design of areas outside the limits of the Project site.
3. Subsurface utility exploration of underground utilities.
4. Additions to the Project scope or budget that causes additional work.
5. Additional meetings or workshops not identified in the Project scope.
6. Additional work not specifically included in the above Scope of Work.
7. Traffic Signal Design
8. Hydrology computations, geotechnical investigations, pavement thickness design, landscape, irrigation, retaining wall and utility relocations for WO 02.
9. Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans.
10. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees, and TDLR fees.
11. Design of gas, telephone or other utility improvements.
12. Printing of drawings, specification and contract documents except as noted herein.

13. Construction administration, shop drawing review, change order review, and site observation meetings.
14. Full-time construction inspection.
15. Graphic products except as noted herein.
16. Design of utilities or other improvements outside of the Project boundary.
17. Quality control and material testing services during construction except for submittal reviews.
18. Traffic Engineering reports or studies.
19. Construction staking by Contractor.
20. Design of major existing utility relocations or modifications, except for minor adjustments.
21. Negotiations/agreements with adjacent property owners, except for survey permission.
22. Plat or Final plat preparation.
23. As-built drawing preparation by Contractor.
24. Contractor pay requests or submittals not required by the construction documents.
25. Payment of permits or filing fees required by regulatory agencies or departments obtained for the City, except for TDLR review.
26. Technical reports for the following items are excluded from this scope of services: noise, indirect impacts, cumulative impacts, and public involvement.
27. This scope of work does not include threatened or endangered species surveys or Section 7 consultation with the USFWS under the Endangered Species Act.
28. Preparation of a Preconstruction Notification (PCN), mitigation plan, or a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this scope of work.
29. This scope of work does not include obtaining an Antiquities Permit from the Texas Historical Commission (THC), preparation of a research design, performing a reconnaissance survey or intensive surveys (i.e., on the ground or archival research for historic structures/districts and shovel testing/deep trenching for archeological sites), evaluation of National Register of Historic Places (NRHP) eligibility for any resources, evaluation of effects on NRHP-eligible or -listed sites, development of mitigation plans, or Section 4(f) evaluations. These services can be provided under a supplemental scope of work, if necessary.
30. The scope of work does not include a Phase I Environmental Site Assessment performed in accordance with applicable American Society for Testing and Materials (ASTM) standards or any surveys/investigations involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys). If required, these additional services would be conducted under a supplemental work order.
31. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
32. Hourly rates are as follows:

Principal in Charge	\$235
Project Manager	\$150
Senior Landscape Architect	\$120
Landscape Designer	\$ 95
CADD Technician	\$ 85
Licensed Irrigator	\$120

Administration/Clerical	\$ 75
Professional Engineer	\$155
Engineer in Training	\$105

**III. COMPENSATION.**

Design Services as described above will be provided for a total lump sum fee of **\$278,350.00**. The overall fee total shown will not be exceeded without prior written authorization from the City. Payment for design services as described above will be invoiced on a monthly basis, based upon a percentage of completed tasks. Below is a cost breakdown of services:

**A. Basic Services**

<b>Scope</b>	<b>Fees</b>
1. Project Management and Meetings	\$ 35,500.00
2. Data Collection and Base Map Preparation	\$ 4,000.00
3. Finalize Schematic Design	\$ 15,000.00
4. Construction Documentation Preparation (30%,)	\$ 28,000.00
5. Construction Documentation Preparation (60% )	\$ 28,500.00
6. Construction Documentation Preparation (90%)	\$ 28,500.00
7. Construction Documentation Preparation (Final)	\$ 29,850.00
8. Bidding	\$ 5,000.00
9. <u>Reimbursable Expenses</u>	\$ 3,000.00
<b>Sub Total</b>	<b>\$177,350.00</b>

**B. Special Services**

<b>Scope</b>	
1. Environmental Services	\$40,000.00
2. H&H Services N/A	\$ 0.00
3. Topographical Survey	\$47,000.00
4. Geotechnical Services	\$12,000.00
5. <u>Accessibility Review</u>	\$ 2,000.00
<b>Sub Total</b>	<b>\$101,000.00</b>
<b>Grand Total</b>	<b>\$278,350.00</b>

The estimated fees for items established above, shall be considered lump sum not to exceed fees unless otherwise noted. The Consultant’s services will be invoiced monthly. Direct costs for printing, plotting and reproduction, postage, messenger service, equipment, long distance telephone calls and travel outside of the Dallas/Fort Worth Metroplex will be considered reimbursable only if prior written approval has been given by the City. They will be billed at 1.10 times the direct cost incurred. Costs incurred will be carefully monitored during the progress of this Project and the fees or budgets will not be exceeded without prior written approval from the City.

Invoices shall be submitted by cover letter from the Project Engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification

is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

- IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment “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 by the City and the Consultant.
- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. INDEMNIFICATION.** The Consultant agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant’s breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or sub-consultants, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Consultant and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- VIII. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- IX. TIME OF COMPLETION.** A Project schedule, shown in Attachment "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- X. PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- XI. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Sub-consultants 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 Sub-consultants 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 Sub-consultants have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Sub-consultants submit the aforementioned declaration; or (c) the Consultant or its Sub-consultants fail to timely notify the City of an IRCA violation.
- XII. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the

ADA Public Rights Of Way Accessibility Guidelines (PROWAG). Consultant will be required to certify compliance, if applicable.

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

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

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.

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

**CITY OF LEWISVILLE, TEXAS**  
**Approved by the Lewisville City**  
**Council** \_\_\_\_\_

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

By: \_\_\_\_\_  
Lenny L. Hughes, Vice President  
Halff Associates Inc.,

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

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

Attest: \_\_\_\_\_  
Julie Heinze

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

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

**APPROVED AS TO FORM:**

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

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES PROJECTS/CONSULTANTS**

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

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

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

**B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain throughout contract limits not less than:

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

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

2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

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

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

**D. OTHER INSURANCE PROVISIONS**

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

**1. General Liability and Automobile Liability Coverages**

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

**2. Workers' Compensation and Employer's Liability Coverage**

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

**3. All Coverages**

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

4. Professional Liability and / or Errors and Omissions

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

**E. ACCEPTABILITY OF INSURERS**

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

**F. VERIFICATION OF COVERAGE**

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

**G. HOLD HARMLESS AND INDEMNIFICATION**

Contractor 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 Contractor’s breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Contractor and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

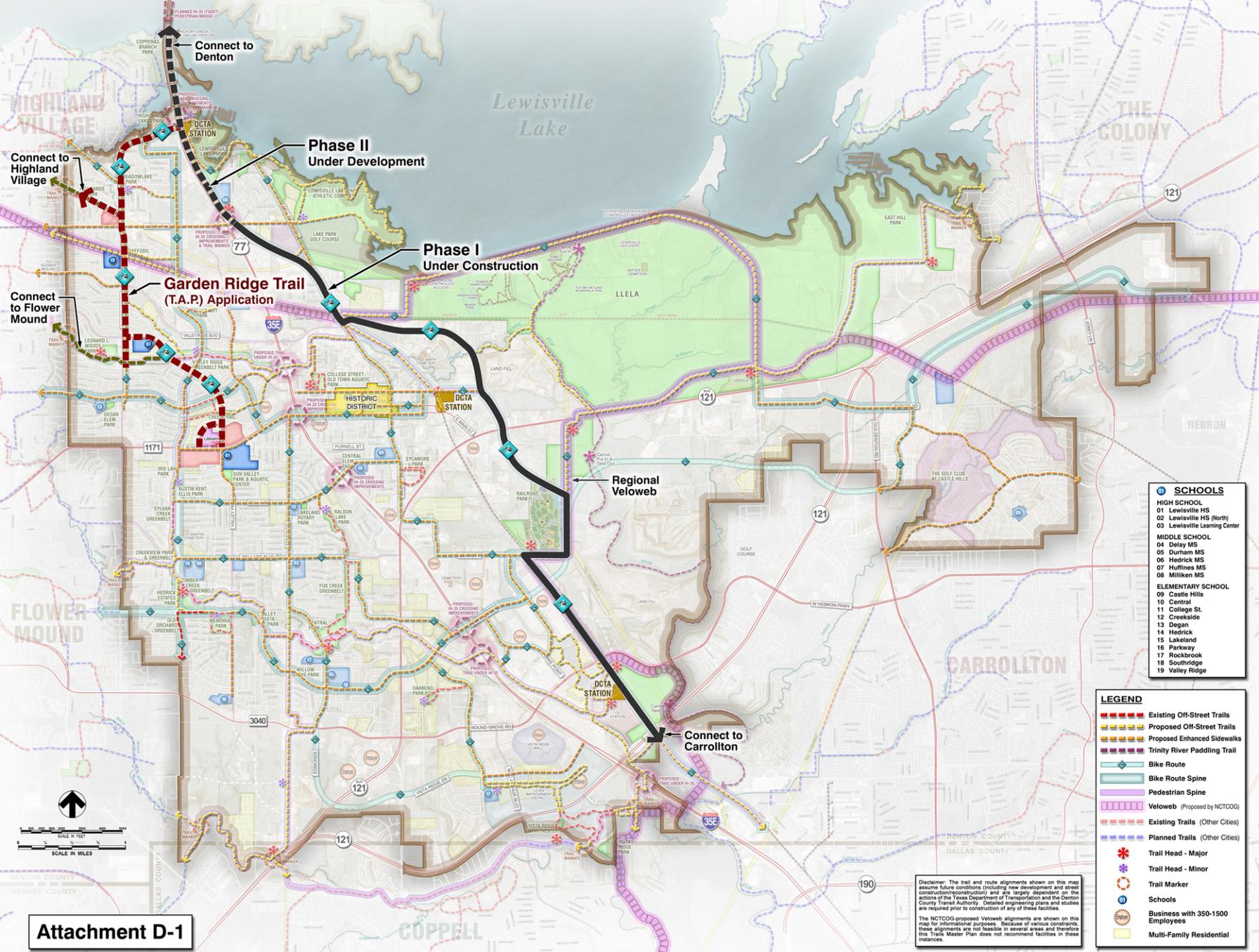
**H. PROOF OF INSURANCE**

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

**ATTACHMENT B  
PROJECT SCHEDULE  
CITY OF LEWISVILLE - GARDEN RIDGE TRAIL**

<b>Phase I</b>	<b>A. Data Collection and Base Map Preparation</b>	<b>Work Days</b>
I-1	Project Initiation (Kick-Off Meeting)	1
I-2	Base Map Preparation (Survey Data Collection)	25
I-3	Site Investigation Study - Prepare Site Inventory	2
<b>Phase II</b>	<b>B. Schematic Design</b>	
II-1	Prepare and Refine Schematic Design	20
II-2	Review Schematic Design with Client	1
II-3	Prepare Final Schematic Design	5
II-4	Review Final Schematic Design with Client	1
II-5	Schematic Design Public Meeting	1
<b>Phase III</b>	<b>C. Environmental Analysis (*These Tasks to run concurrent with Design)</b>	
III-1	Data Gathering and Collection	25
III-2	Impact Evaluation - Draft Document Preparation	25
III-3	TxDOT District Review Period	*25
III-4	Impact Evaluation - Document Revisions	5
III-5	TxDOT ENV Review Period	*20
III-6	Impact - Document Revisions	5
III-7	FHWA Review Period	*20
<b>Phase IV</b>	<b>D. Construction Document Preparation</b>	
IV-1	Develop Plans and Specifications (30%)	20
IV-2	Prepare Cost Estimate	1
IV-3	Halff Team Internal QA/QC	1
IV-4	Client/TxDOT Review and Comment	25
IV-5	Develop Plans and Specifications (60%)	20
IV-6	Prepare Cost Estimate	1
IV-7	Halff Team Internal QA/QC	1
IV-8	Client/TxDOT Review and Comment	25
IV-9	Develop Plans and Specifications (90%)	20
IV-10	Prepare Cost Estimate	1
IV-11	Halff Team Internal QA/QC	1

IV -12	Client/TxDOT Review and Comment	25
IV -13	Develop Plans and Specifications (100%)	20
IV -14	Prepare Cost Estimate	1
IV -15	Halff Team Internal QA/QC	1
IV -16	100% Submittal to TxDot	1
<b>TOTAL WORKING DAYS</b>		<b>345</b>
<b>Phase V E. Project Letting</b>		
V-1	Project Advertisement	25
V-2	Pre-proposal Meeting	1
V-3	Project Bid Opening	1
V-4	Project Bid Review	15
V-5	Project Award	15
<b>TOTAL WORKING DAYS</b>		<b>57</b>
<b>Phase VI F. Construction</b>		
VI-1	Project Construction Begins	260
VI-2	Project Punch and Close-out	25
<b>TOTAL WORKING DAYS</b>		<b>285</b>



121

- SCHOOLS**
- HIGH SCHOOL
    - 01 Lewisville HS
    - 02 Lewisville HS (North)
    - 03 Lewisville Learning Center
  - MIDDLE SCHOOL
    - 04 Delay MS
    - 05 Durham MS
    - 06 Hedrick MS
    - 07 Huffines MS
    - 08 Milliken MS
  - ELEMENTARY SCHOOL
    - 09 Castle Hills
    - 10 Central
    - 11 College St.
    - 12 Creekside
    - 13 Degan
    - 14 Hedrick
    - 15 Lakeland
    - 16 Parkway
    - 17 Rockbrook
    - 18 Southridge
    - 19 Valley Ridge

- LEGEND**
- Existing Off-Street Trails
  - Proposed Off-Street Trails
  - Proposed Enhanced Sidewalks
  - Trinity River Paddling Trail
  - Bike Route
  - Bike Route Spine
  - Pedestrian Spine
  - Veloweb (Proposed by NCTCOG)
  - Existing Trails (Other Cities)
  - Planned Trails (Other Cities)
  - Trail Head - Major
  - Trail Head - Minor
  - Trail Marker
  - Schools
  - Business with 350-1500 Employees
  - Multi-Family Residential

**Disclaimer:** The trail and route alignments shown on this map assume future conditions (including new development and street construction/reconstruction) and are largely dependent on the actions of the Texas Department of Transportation and the Denton County Transit Authority. Detailed engineering plans and studies are required prior to construction of any of these facilities.

The NCTCOG-proposed Veloweb alignments are shown on this map for informational purposes. Because of various constraints, these alignments are not feasible in several areas and therefore this Trail Master Plan does not recommend facilities in these instances.

**Attachment D-1**



# PROJECT LOCATION MAP

CITY OF LEWISVILLE, TEXAS

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** July 23, 2015

**SUBJECT:** **Approval of a Contract Between the City of Lewisville and Sawko & Burroughs, P.C., Attorneys at Law for the Collection of Delinquent Taxes; and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND

On June 7, 2010, the City of Lewisville and the law firm of Sawko & Burroughs, P.C., Attorneys at Law entered into a contract for the collection of delinquent taxes. That contract was for a period of three years with an option to renew for two years.

### ANALYSIS

Section 4.05 of the City Charter authorizes City Council to use the City Attorney or such other attorneys to represent the City in all litigations. Since before 2000, the City has used an outside firm to enforce by suit or otherwise the collection of all delinquent ad valorem taxes, penalty and interest owing to the City. All attorney fees for collection are paid 100% by the delinquent taxpayer.

Sawko & Burroughs efforts have contributed to the City's collection rate remaining in excess of 99% over the past several years.

<u>Fiscal Year</u>	<u>Adjusted Taxes Levied for the Fiscal Year</u>	<u>Total Collections as of 9/30/2014</u>	
		<u>Amount</u>	<u>Percentage of Adjusted Levy</u>
2005	23,583,991	23,541,853	99.82%
2006	25,219,082	25,177,553	99.84%
2007	26,706,093	26,669,824	99.86%
2008	28,235,767	28,202,984	99.88%
2009	29,890,569	29,856,549	99.89%
2010	29,270,388	29,212,943	99.80%
2011	28,235,386	28,191,781	99.85%
2012	28,897,072	28,846,792	99.83%
2013	29,933,754	29,882,289	99.83%
2014	31,844,644	31,726,584	99.63%

Subject: Delinquent Taxes Contract  
July 23, 2015  
Page 2

The firm provides an annual update and the most recent update is being provided within this agenda item.

The proposed contract is the same as the previous contract with the exception that the term of the agreement shall continue month to month unless the City in its sole discretion elects to terminate with thirty (30) day written notice.

**RECOMMENDATION**

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

**CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES**

**STATE OF TEXAS           §**

**COUNTY OF DENTON       §**

**THIS CONTRACT** is made and entered into by and between the City of Lewisville, Texas, hereinafter referred to as the "City", and Sawko & Burroughs, P.C., Attorneys at Law, hereinafter referred to as the "Firm".

I.

The City agrees to employ and does hereby employ the Firm as special tax collection counsel, as authorized by Section 4.05 of the City Charter, to enforce by suit or otherwise the collection of all delinquent ad valorem taxes, penalty and interest owing to the City. Current year taxes that become delinquent at the time this contract is in force shall be subject to the terms of this agreement on the first day of July of the year in which such taxes become delinquent. If suit is brought for delinquent taxes and current year taxes are owed, current year taxes will be included and are also subject to the terms of this contract.

II.

Firm is to call to the attention of City's tax collector or other officials, any errors, double assessments or other discrepancies coming under its observation during the progress of the work, and is to intervene on behalf of City in all suits for ad valorem taxes hereafter filed by any taxing unit on property located within its geographical limits.

III.

City agrees to furnish a delinquent tax roll to Firm on all property within City's taxing jurisdiction. Firm will furnish delinquent tax statements and will assume responsibility for

having penalty and interest computed on said statements before statements are mailed to property owners.

IV.

Firm agrees to file suit on and reduce to judgment and sale any property located within the City's taxing jurisdiction upon which City may assert or place a lien for taxes. Firm shall have the authority to procure on behalf of City the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of the property to be sold. Firm agrees to sue for recovery of these costs as court costs as provided by Texas Property Tax Code Section 33.48. Firm agrees to represent City in all delinquent ad valorem tax suits and related hearings such as bankruptcies.

V.

Firm agrees to make progress reports to City on a monthly basis or upon request and shall advise the City concerning delinquent accounts where an investigation reveals mitigating circumstances. Firm agrees to make its toll free 800 telephone number available to taxpayers.

VI.

City agrees to pay to Firm as compensation for services required hereunder the maximum allowable to be charged as additional penalty under Texas Property Tax Code Section 33.07 or as attorney's fees charged as costs in a suit to collect a delinquent tax under Texas Property Tax Code Section 33.48, whichever is applicable, only upon collection and payment by the collector of taxes after July 1 of the current year of delinquency or after February 1 and before July 1 of the current year of delinquency if a suit is outstanding upon the property for tax delinquency. All compensation provided for herein shall become the property of Firm at the time of payment of

taxes, penalty, interest and costs to the collector of taxes, subject to the terms of this contract. The collector shall pay over said funds monthly by check.

VII.

City agrees to turn over to the Firm on February 1 of each year of this contract for collection, all current year delinquent business personal property taxes and mobile home taxes. Firm shall employ the same or similar methods used to collect other ad valorem taxes to collect these taxes at no cost to City. This procedure will be in place between February 1 and June 30 of each year.

VIII.

The effective date of this contract shall be July 1, 2015 and shall continue thereafter month to month until and unless First Party in its sole discretion elects to terminate same by giving Second Party thirty (30) days' prior written notice of termination; provided, however, that Second Party shall have an additional six months to reduce to judgment all suits filed prior to the date last mentioned, and provided further that Second Party shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written.

IX.

Firm may not assign this contract, or any part thereof, without consent of City.

X.

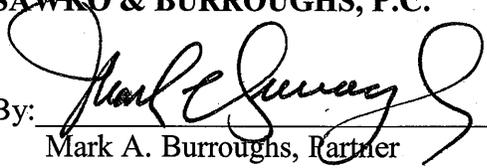
If any portion of this contract is deemed unenforceable due to operation of law or otherwise, all remaining provisions shall continue to operate in full force and the parties shall be bound thereby until the end of the contract term. This contract shall be construed in accordance with the laws of the state of Texas; and venue for any action shall be in Denton County, Texas.

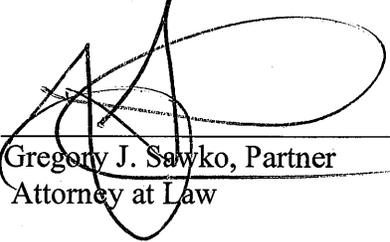
XI.

This contract is executed on behalf of City by the City Manager who was authorized to execute this instrument by City Council action on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witness the signatures of all parties hereto in multiple originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Denton County, Texas.

**SAWKO & BURROUGHS, P.C.**

By:   
Mark A. Burroughs, Partner  
Attorney at Law

By:   
Gregory J. Sawko, Partner  
Attorney at Law

**CITY OF LEWISVILLE, TEXAS**

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

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lizbeth Plaster, City Attorney

 **SAWKO  
BURROUGHS &**  
ATTORNEYS AT LAW

RECEIVED

OCT 23 2014

FINANCE

**Shareholders:**  
Gregory J. Sawko  
Mark A. Burroughs

1172 Bent Oaks Drive  
Denton, Texas 76210

[www.DentonLawyer.com](http://www.DentonLawyer.com)

(940) 382-4357 Telephone  
(940) 591-0991 Telecopy

[AttyBurroughs@DentonLawyer.com](mailto:AttyBurroughs@DentonLawyer.com)

October 21, 2014

~~Ms. Donna Barron  
City Manager, City of Lewisville  
P.O. Box 299002  
Lewisville, Texas 75029~~

RE: Annual Tax Collections Attorney Year-End Update for Tax Year 2013-2014

Dear Ms. Barron:

I very much wish to meet with you in the coming weeks or months. We are Lewisville's ad valorem property tax collections law firm, and have been for a number of years now. The following depicts our property tax year-end report on collections enforcement activity for the City of Lewisville. As you may know, the tax year ends on September 30 of each year. I am enclosing copies of the Denton County Tax Office summaries for your information (as much of our report is premised upon the Tax Office information summaries), and in addition, several unique reports generated by our law firm depicting current legal processing status and breakdowns of all outstanding City property taxes by year and by property type.

Before I begin the report, I would like to offer for us to personally present this report or to answer any questions with respect to our collections efforts to the City Council. It has been quite some time since we presented to the Council, and we want to make sure that no unanswered questions about taxation or our services are being asked. Just let us know if you or the Council might like to "talk tax" with us, formally or informally.

Simply put, Lewisville has had another extraordinary tax collections year, leaving very little dollars left to collect (a good "problem" to have). The current-year (2013 taxes) collections rate for the City, for the second year running, is a phenomenal **99.62%**! This means that only about 1/3 of 1% of all taxes assessed last year remain unpaid for us to collect. For information, each 1% of the 2013 adjusted levy equals approximately **\$318,446** in base tax, and the balance of 2013s due is **\$118,060** (per Tax Office report) out of the nearly \$31 million original levy.

The total unpaid taxes for all years before 2013 stands at **\$485,342** as of September 30, 2014. Nearly half of this balance are legally uncollectible personal property and mobile home accounts. Only about one-sixth of the cumulative 2012 and prior years delinquency roll for the City are real property accounts. Real property accounts are almost always ultimately collectible. The rest of these older years represent personal property and mobile home accounts.

I am enclosing reports which break out year-to-date collections and that detail the composition of your delinquent tax roll, including but not limited to: identifying how much is due for each back year; categorizing delinquencies into property types, e.g. real property [almost always collectible], personal property [usually **uncollectible** beyond one year past-due] and mobile homes [possibly collectible if and only if the mobile home remains on-site]. This analysis should help identify the true receivables on your tax rolls.

The following is our firm's synopsis on the status of legal processing of accounts turned over to our firm ("processing" meaning activity over and above mass mailings and telephone contacts performed by us routinely on all accounts) inclusive of the current-year delinquent and prior-years' delinquent tax rolls remaining unpaid as of the date encompassed by this report:

<u>Status</u>	<u>2012 and Prior Taxes</u>	<u>2013 Only Taxes</u>
Suits/judgments/tax sales	\$ 78,603	\$ 26,895
Bankruptcies	\$ 47,114	\$ 4,582
Uncollectible*	\$211,545	\$ 12
Holds	\$ 27,871	\$ 16,306
Awaiting suit/new accounts	\$ 43,279	\$ 42,269
Over 65, Disability and Other Exemptions	<u>\$ 38,227</u>	<u>\$ 9,578</u>
<b>Totals</b>	<b>\$446,639</b>	<b>\$ 99,643</b>

\*Due to business closure, mobile home removal, etc., as updated

Of special note this year is that the previously very high level of tax-related bankruptcies in which we represent the City has declined significantly over the last several years (from approximately \$175,000 in 2010 to \$47,000 at this year's end). Over 75% of all bankrupt delinquencies are personal property and mobile home accounts which are not likely to be collected. We have also identified some \$211,545 in additional accounts (not in bankruptcy) that are not legally or realistically collectible and have coded them "uncollectible" in our system so as to present a better understanding of true receivables for Lewisville. A continuing special note is the major decline in unpaid current-year accounts as of September 30 of each respective year, dropping drastically from a "high" of \$275,000 in 2010 to only \$99,643 this year. This dwindling current-year delinquency roll is generally great news to the City, but leaves fewer accounts for us to collect during the upcoming year.

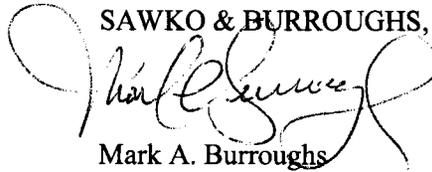
I am also enclosing for your review our internal law firm breakdowns of the City's delinquency rolls showing all legal collections activity summaries allocated by property types and into current and prior years. I hope these reports might be of use to you in your analysis of collections. Please let me know if we can provide any other meaningful information to you about what we do, how we do it or any other related issue(s).

Donna Barron  
Page Three  
October 21, 2014

You are a very important client for us, so please feel free to ask us for any additional information you may need or to give us further direction for our collections effort generally. The above activities also do not reflect special projects (such as the Habitat for Humanity's purchasing the property located at 302 Corporate Drive) that we have undertaken to assist the City. Of course, we are at your service to personally provide updates and/or answer questions to staff or the Council as you might deem appropriate. Thank you for the privilege of representing the City of Lewisville in this highly specialized field of professional service.

Sincerely yours,

SAWKO & BURROUGHS, P.C.



Mark A. Burroughs  
Attorney at Law

MAB/acj

Enclosures

xc: Brenda Martin, C.P.A.  
Director of Financial Services  
P.O. Box 299002  
Lewisville, Texas 75029

Lizbeth Plaster  
City Attorney, City of Lewisville  
P.O. Box 299002  
Lewisville, Texas 75029

G/Tax/CurrentJurisdictions/CityLewisville/Correspondence/JurisdictionVIP/Barron/Barron102114 -- 2013-14 Year-End Report

# The City of Lewisville

## Summary by Year by Property Type

<i>1988</i>	Real Estate	1 properties	\$2.62
	Totals	1 properties	\$2.62
<i>1989</i>	Real Estate	1 properties	\$2.66
	Totals	1 properties	\$2.66
<i>1990</i>	Real Estate	1 properties	\$2.90
	Totals	1 properties	\$2.90
<i>1991</i>	Real Estate	3 properties	\$130.50
	Totals	3 properties	\$130.50
<i>1992</i>	Real Estate	6 properties	\$490.04
	Totals	6 properties	\$490.04
<i>1993</i>	Real Estate	8 properties	\$384.14
	Totals	8 properties	\$384.14
<i>1994</i>	Real Estate	6 properties	\$245.30
	Totals	6 properties	\$245.30
<i>1995</i>	Real Estate	6 properties	\$278.36
	Totals	6 properties	\$278.36
<i>1996</i>	Real Estate	4 properties	\$337.10
	Totals	4 properties	\$337.10
<i>1997</i>	Mobile Home	1 properties	\$82.94
	Personal	2 properties	\$264.68
	Real Estate	4 properties	\$424.86
	Totals	7 properties	\$772.48
<i>1998</i>	Mobile Home	2 properties	\$110.04
	Personal	2 properties	\$333.10
	Real Estate	4 properties	\$349.54
	Totals	8 properties	\$792.68
<i>1999</i>	Mobile Home	2 properties	\$88.49
	Personal	4 properties	\$454.50
	Real Estate	6 properties	\$416.24
	Totals	12 properties	\$959.23
<i>2000</i>	Mobile Home	5 properties	\$180.53
	Personal	4 properties	\$461.36
	Real Estate	8 properties	\$815.55
	Totals	17 properties	\$1,457.44
<i>2001</i>	Mobile Home	23 properties	\$1,226.89
	Personal	18 properties	\$3,675.27
	Real Estate	8 properties	\$949.80
	Totals	49 properties	\$5,851.96
<i>2002</i>	Mobile Home	33 properties	\$2,216.97

# The City of Lewisville

## Summary by Year by Property Type

2002	Personal	36 properties	\$29,354.73
	Real Estate	8 properties	\$903.98
	Totals	77 properties	\$32,475.68
2003	Mobile Home	80 properties	\$4,800.76
	Personal	155 properties	\$45,584.90
	Real Estate	14 properties	\$1,238.83
Totals	249 properties	\$51,624.49	
2004	Mobile Home	72 properties	\$4,164.33
	Personal	205 properties	\$35,641.91
	Real Estate	13 properties	\$2,331.35
Totals	290 properties	\$42,137.59	
2005	Mobile Home	69 properties	\$4,273.70
	Personal	185 properties	\$36,606.89
	Real Estate	14 properties	\$2,016.15
Totals	268 properties	\$42,896.74	
2006	Mobile Home	45 properties	\$2,175.53
	Personal	192 properties	\$33,343.16
	Real Estate	12 properties	\$2,987.71
Totals	249 properties	\$38,506.40	
2007	Mobile Home	41 properties	\$1,368.15
	Personal	193 properties	\$29,749.13
	Real Estate	17 properties	\$3,349.74
Totals	251 properties	\$34,467.02	
2008	Mineral	4 properties	\$111.76
	Mobile Home	35 properties	\$1,243.18
	Personal	179 properties	\$26,377.56
	Real Estate	25 properties	\$6,545.79
Totals	243 properties	\$34,278.29	
2009	Mineral	1 properties	\$4.45
	Mobile Home	37 properties	\$1,355.76
	Personal	172 properties	\$35,501.57
	Real Estate	30 properties	\$7,311.55
Totals	240 properties	\$44,173.33	
2010	Mobile Home	50 properties	\$1,625.46
	Personal	169 properties	\$21,955.58
	Real Estate	35 properties	\$8,234.50
Totals	254 properties	\$31,815.54	
2011	Mobile Home	70 properties	\$1,865.94
	Personal	160 properties	\$19,652.90
	Real Estate	59 properties	\$18,978.73
Totals	289 properties	\$40,497.57	

## **The City of Lewisville Summary by Year by Property Type**

<i>2012</i>	Mineral	18 properties	\$198.52
	Mobile Home	101 properties	\$3,246.47
	Personal	215 properties	\$21,821.54
	Real Estate	69 properties	\$16,792.30
<b>Totals</b>		403 properties	\$42,058.83
<i>2013</i>	Mineral	39 properties	\$1,264.25
	Mobile Home	165 properties	\$5,282.83
	Personal	299 properties	\$32,256.17
	Real Estate	184 properties	\$60,839.70
<b>Totals</b>		687 properties	\$99,642.95
<b>Totals</b>		3629 properties	\$546,281.84

## **The City of Lewisville Summary of All Years**

Mineral	62 properties	\$1,578.98
Mobile Home	831 properties	\$35,307.97
Personal	2190 properties	\$373,034.95
Real Estate	546 properties	\$136,359.94
<b>Totals</b>		3629 properties \$546,281.84

## City of Lewisville Report for Years 2012 & Prior - All Properties

Account Status	As of 10/1/2013		As of 09/30/2014		Net Change	
	Properties	Tax Due	Properties	Tax Due	Properties	Tax Due
Bankruptcy	41	\$63,440.16	40	\$47,114.31	-1	(\$16,325.85)
Currently at Research	0	\$0.00	7	\$1,302.93	7	\$1,302.93
Different Delinquency Date	43	\$30,252.43	33	\$26,025.92	-10	(\$4,226.51)
Exempt	13	\$1,627.21	27	\$6,474.48	14	\$4,847.27
Intervention	28	\$26,374.76	31	\$25,803.12	3	(\$571.64)
Judgement	40	\$43,516.64	25	\$18,899.63	-15	(\$24,617.01)
No Action Taken	1118	\$187,641.80	471	\$43,278.54	-647	(\$144,363.26)
Over 65/Disabled	66	\$46,257.04	35	\$31,752.86	-31	(\$14,504.18)
Partial Payment Agreement	0	\$0.00	1	\$489.53	1	\$489.53
Suit 1	0	\$0.00	3	\$4,028.28	3	\$4,028.28
Suit 2	11	\$18,150.65	63	\$27,218.44	52	\$9,067.79
Suit 3	0	\$0.00	8	\$2,653.97	8	\$2,653.97
Taxes Paid - Fees Due	1	\$531.63	0	\$0.00	-1	(\$531.63)
Trust Account	1	\$52.18	1	\$52.18	0	\$0.00
Uncollectable	552	\$158,523.44	737	\$211,544.70	185	\$53,021.26
<b>Totals for City of Lewisville</b>	<b>1914</b>	<b>\$576,367.94</b>	<b>1482</b>	<b>\$446,638.89</b>	<b>-432</b>	<b>(\$129,729.05)</b>

## City of Lewisville Report for Years 2012 & Prior - Mineral Properties

Account Status	As of 10/01/2013		As of 09/30/2014		Net Change	
	Properties	Tax Due	Properties	Tax Due	Properties	Tax Due
No Action Taken	35	\$1,561.73	19	\$207.37	-16	(\$1,354.36)
Uncollectable	0	\$0.00	3	\$107.36	3	\$107.36
<b>Totals for Mineral Properties</b>	<b>35</b>	<b>\$1,561.73</b>	<b>22</b>	<b>\$314.73</b>	<b>-13</b>	<b>(\$1,247.00)</b>

## City of Lewisville Report for Years 2012 & Prior - Mobile Home Properties

As of 10/01/2013

As of 09/30/2014

Net Change

Account Status	Properties	Tax Due
Bankruptcy	3	\$587.67
Intervention	5	\$1,940.22
Intervention	0	\$0.00
Judgement	10	\$3,051.29
No Action Taken	221	\$20,234.63
Over 65/Disabled	0	\$0.00
Suit 2	0	\$0.00
Suit 2	3	\$739.37
Suit 3	0	\$0.00
Uncollectable	0	\$0.00
Uncollectable	108	\$14,212.56
<b>Totals for Mobile Home Properties</b>	<b>350</b>	<b>\$40,765.74</b>

Properties	Tax Due
2	\$290.90
0	\$0.00
1	\$106.06
7	\$2,113.43
102	\$5,341.72
2	\$1,166.50
16	\$5,106.91
0	\$0.00
6	\$1,624.94
127	\$14,274.68
0	\$0.00
<b>263</b>	<b>\$30,025.14</b>

Properties	Tax Due
-1	(\$296.77)
-5	(\$1,940.22)
1	\$106.06
-3	(\$937.86)
-119	(\$14,892.91)
2	\$1,166.50
16	\$5,106.91
-3	(\$739.37)
6	\$1,624.94
127	\$14,274.68
-108	(\$14,212.56)
<b>-87</b>	<b>(\$10,740.60)</b>

## City of Lewisville Report for Years 2012 & Prior - Personal Properties

As of 10/01/2013

As of 09/30/2014

Net Change

Account Status	Properties	Tax Due
Bankruptcy	30	\$49,482.52
Currently at Research	0	\$0.00
Different Delinquency Date	0	\$0.00
Different Delinquency Date	30	\$23,724.57
Intervention	22	\$23,570.66
Intervention	0	\$0.00
Judgement	24	\$37,996.56
No Action Taken	720	\$110,830.38
Over 65/Disabled	0	\$0.00
Suit 1	0	\$0.00
Suit 2	6	\$3,971.73
Suit 2	0	\$0.00
Suit 3	0	\$0.00
Uncollectable	434	\$141,856.16
Uncollectable	0	\$0.00
<b>Totals for Personal Properties</b>	<b>1266</b>	<b>\$391,432.58</b>

Properties	Tax Due
29	\$33,256.12
7	\$1,302.93
21	\$14,695.12
0	\$0.00
0	\$0.00
22	\$20,818.82
17	\$16,752.39
334	\$36,983.45
1	\$988.33
3	\$4,028.28
0	\$0.00
41	\$17,032.73
2	\$1,029.03
0	\$0.00
<b>597</b>	<b>\$193,891.58</b>
<b>1074</b>	<b>\$340,778.78</b>

Properties	Tax Due
-1	(\$16,226.40)
7	\$1,302.93
21	\$14,695.12
-30	(\$23,724.57)
-22	(\$23,570.66)
22	\$20,818.82
-7	(\$21,244.17)
-386	(\$73,846.93)
1	\$988.33
3	\$4,028.28
-6	(\$3,971.73)
41	\$17,032.73
2	\$1,029.03
-434	(\$141,856.16)
<b>597</b>	<b>\$193,891.58</b>
<b>-192</b>	<b>(\$50,653.80)</b>

# City of Lewisville Report for Years 2012 & Prior - Real Estate Properties

As of 10/01/2013

As of 09/30/2014

Net Change

Account Status	Properties	Tax Due
Bankruptcy	8	\$13,369.97
Different Delinquency Date	13	\$6,527.86
Exempt	13	\$1,627.21
Intervention	1	\$863.88
Judgement	6	\$2,468.79
No Action Taken	142	\$55,015.06
Over 65/Disabled	66	\$46,257.04
Partial Payment Agreement	0	\$0.00
Suit 2	2	\$13,439.55
Taxes Paid - Fees Due	1	\$531.63
Trust Account	1	\$52.18
Uncollectable	10	\$2,454.72
<b>Totals for Real Estate Properties</b>	<b>263</b>	<b>\$142,607.89</b>

Properties	Tax Due
9	\$13,567.29
12	\$11,330.80
27	\$6,474.48
8	\$4,878.24
1	\$33.81
16	\$746.00
32	\$29,598.03
1	\$489.53
6	\$5,078.80
0	\$0.00
1	\$52.18
10	\$3,271.08
<b>123</b>	<b>\$75,520.24</b>

Properties	Tax Due
1	\$197.32
-1	\$4,802.94
14	\$4,847.27
7	\$4,014.36
-5	(\$2,434.98)
-126	(\$54,269.06)
-34	(\$16,659.01)
1	\$489.53
4	(\$8,360.75)
-1	(\$531.63)
0	\$0.00
0	\$816.36
<b>-140</b>	<b>(\$67,087.65)</b>

**Totals for City of Lewisville**      1914      \$576,367.94

1482      \$446,638.89

-432      (\$129,729.05)

## City of Lewisville Report for Year 2013 Only - All Properties

Account Status	As of 02/01/2014		As of 09/30/2014		Net Change	
	Properties	Tax Due	Properties	Tax Due	Properties	Tax Due
Auction	1	\$72.63	0	\$0.00	-1	(\$72.63)
Bankruptcy	10	\$3,456.95	12	\$4,582.08	2	\$1,125.13
Currently at Research	0	\$0.00	10	\$2,430.29	10	\$2,430.29
Different Delinquency Date	7	\$1,775.68	19	\$6,178.06	12	\$4,402.38
Intervention	5	\$306.76	15	\$6,134.59	10	\$5,827.83
Judgement	19	\$2,792.25	19	\$2,640.45	0	(\$151.80)
No Action Taken	2914	\$1,759,743.37	478	\$42,268.99	-2436	(\$1,717,474.38)
Over 65/Disabled	185	\$55,640.71	37	\$9,578.19	-148	(\$46,062.52)
Partial Payment Agreement	0	\$0.00	18	\$7,697.58	18	\$7,697.58
Suit 1	0	\$0.00	5	\$4,799.25	5	\$4,799.25
Suit 2	2	\$15.68	65	\$12,631.32	63	\$12,615.64
Suit 3	0	\$0.00	8	\$690.16	8	\$690.16
Taxes Paid - Fees Due	6	\$7,333.36	0	\$0.00	-6	(\$7,333.36)
Uncollectable	2	\$123.04	1	\$11.99	-1	(\$111.05)
<b>Totals for City of Lewisville</b>	<b>3151</b>	<b>\$1,831,260.43</b>	<b>687</b>	<b>\$99,642.95</b>	<b>-2464</b>	<b>(\$1,731,617.48)</b>

## City of Lewisville Report for Year 2013 Only - Mineral Properties

Account Status	As of 02/01/2014		As of 09/30/2014		Net Change	
	Properties	Tax Due	Properties	Tax Due	Properties	Tax Due
Different Delinquency Date	0	\$0.00	1	\$5.08	1	\$5.08
No Action Taken	133	\$33,592.69	38	\$1,259.17	-95	(\$32,333.52)
<b>Totals for Mineral Properties</b>	<b>133</b>	<b>\$33,592.69</b>	<b>39</b>	<b>\$1,264.25</b>	<b>-94</b>	<b>(\$32,328.44)</b>

## City of Lewisville Report for Year 2013 Only - Mobile Home Properties

As of 02/01/2014

As of 09/30/2014

Net Change

Account Status	Properties	Tax Due
Bankruptcy	1	\$44.62
Different Delinquency Date	0	\$0.00
Intervention	2	\$92.79
Judgement	8	\$239.73
No Action Taken	601	\$29,558.47
Over 65/Disabled	0	\$0.00
Suit 2	1	\$10.84
Suit 2	0	\$0.00
Suit 3	0	\$0.00
Taxes Paid - Fees Due	1	\$42.75
<b>Totals for Mobile Home Properties</b>	<b>614</b>	<b>\$29,989.20</b>

Properties	Tax Due
0	\$0.00
1	\$131.38
0	\$0.00
9	\$344.74
136	\$4,308.87
1	\$45.58
0	\$0.00
12	\$329.69
6	\$122.57
0	\$0.00
<b>165</b>	<b>\$5,282.83</b>

Properties	Tax Due
-1	(\$44.62)
1	\$131.38
-2	(\$92.79)
1	\$105.01
-465	(\$25,249.60)
1	\$45.58
-1	(\$10.84)
12	\$329.69
6	\$122.57
-1	(\$42.75)
<b>-449</b>	<b>(\$24,706.37)</b>

## City of Lewisville Report for Year 2013 Only - Personal Properties

As of 02/01/2014

As of 09/30/2014

Net Change

Account Status	Properties	Tax Due
Bankruptcy	2	\$663.20
Currently at Research	0	\$0.00
Different Delinquency Date	0	\$0.00
Different Delinquency Date	5	\$795.53
Intervention	2	\$109.42
Intervention	0	\$0.00
Judgement	5	\$1,060.32
No Action Taken	914	\$381,493.52
Over 65/Disabled	0	\$0.00
Suit 1	0	\$0.00
Suit 2	1	\$4.84
Suit 2	0	\$0.00
Suit 3	0	\$0.00
Taxes Paid - Fees Due	1	\$3,896.54
Uncollectable	0	\$0.00
Uncollectable	2	\$123.04
<b>Totals for Personal Properties</b>	<b>932</b>	<b>\$388,146.41</b>

Properties	Tax Due
3	\$436.04
10	\$2,430.29
2	\$381.67
0	\$0.00
0	\$0.00
3	\$651.42
6	\$1,638.10
223	\$15,162.07
1	\$68.28
2	\$561.38
0	\$0.00
46	\$10,347.34
2	\$567.59
0	\$0.00
1	\$11.99
0	\$0.00
<b>299</b>	<b>\$32,256.17</b>

Properties	Tax Due
1	(\$227.16)
10	\$2,430.29
2	\$381.67
-5	(\$795.53)
-2	(\$109.42)
3	\$651.42
1	\$577.78
-691	(\$366,331.45)
1	\$68.28
2	\$561.38
-1	(\$4.84)
46	\$10,347.34
2	\$567.59
-1	(\$3,896.54)
1	\$11.99
-2	(\$123.04)
<b>-633</b>	<b>(\$355,890.24)</b>

# City of Lewisville Report for Year 2013 Only - Real Estate Properties

As of 02/01/2014

As of 09/30/2014

Net Change

Account Status	Properties	Tax Due
Auction	1	\$72.63
Bankruptcy	7	\$2,749.13
Different Delinquency Date	2	\$980.15
Intervention	1	\$104.55
Judgement	6	\$1,492.20
No Action Taken	1266	\$1,315,098.69
Over 65/Disabled	185	\$55,640.71
Partial Payment Agreement	0	\$0.00
Suit 1	0	\$0.00
Suit 2	0	\$0.00
Taxes Paid - Fees Due	4	\$3,394.07
<b>Totals for Real Estate Properties</b>	<b>1472</b>	<b>\$1,379,532.13</b>

Properties	Tax Due
0	\$0.00
9	\$4,146.04
15	\$5,659.93
12	\$5,483.17
4	\$657.61
81	\$21,538.88
35	\$9,464.33
18	\$7,697.58
3	\$4,237.87
7	\$1,954.29
0	\$0.00
<b>184</b>	<b>\$60,839.70</b>

Properties	Tax Due
-1	(\$72.63)
2	\$1,396.91
13	\$4,679.78
11	\$5,378.62
-2	(\$834.59)
-1185	(\$1,293,559.81)
-150	(\$46,176.38)
18	\$7,697.58
3	\$4,237.87
7	\$1,954.29
-4	(\$3,394.07)
<b>-1288</b>	<b>(\$1,318,692.43)</b>

**Totals for City of Lewisville**      **3151**      **\$1,831,260.43**

**687**      **\$99,642.95**

**-2464**      **(\$1,731,617.48)**

# Denton County Tax Office

## YEAR-TO-DATE SUMMARY PART A

Tax Year = 2013 AND Year End Date = 9/30/2014 AND Month Range from 10/1/2013 to 9/30/2014 and Tax Units = CITY OF LEWISVILLE

## 11 - CITY OF LEWISVILLE

### CURRENT YEAR INFORMATION

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen		
8,223,675,766	1,184,319,983	7,039,355,783	0.440210	30,987,948.09	30,911,016.54		30,987,947.57		
Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen		
8,444,101,593	1,192,299,425	7,251,802,168	0.440210	31,923,158.32	31,844,644.39	78,552.75	31,923,199.71		
Start Value	Net Value Adj	Start Value + net Value Adj		Actual Current Value					
8,223,675,766	220,425,827	8,444,101,593		8,444,101,593					
Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj		Actual Current Exemption					
1,184,319,983	7,979,442	1,192,299,425		1,192,299,425					
YEAR	START BALANCE	START REFUND DUE	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	YTD PENALTY	YTD INTEREST	YTD COL PEN	OVERPMT REFUND
1987	68.34	0.00	68.34	(68.34)	(68.34)	0.00	0.00	0.00	0.00
1988	317.20	0.00	317.20	(314.58)	(314.58)	0.00	0.00	0.00	0.00
1989	322.22	0.00	322.22	(319.56)	(319.56)	0.00	0.00	0.00	0.00
1990	343.85	0.00	343.85	(340.95)	(340.95)	0.00	0.00	0.00	0.00
1991	486.51	0.00	486.51	(356.01)	(356.01)	0.00	0.00	0.00	0.00
1992	889.68	0.00	889.68	(399.64)	(399.64)	0.00	0.00	0.00	0.00
1993	384.14	0.00	384.14	0.00	0.00	0.00	0.00	0.00	0.00
1994	585.06	0.00	585.06	(339.76)	(339.76)	0.00	0.00	0.00	0.00
1995	278.36	0.00	278.36	0.00	0.00	0.00	0.00	0.00	0.00
1996	622.79	0.00	622.79	(285.69)	(285.69)	0.00	0.00	0.00	0.00
1997	1,110.85	0.00	1,110.85	(338.37)	(338.37)	0.00	0.00	0.00	0.00
1998	1,133.56	0.00	1,133.56	(340.88)	(340.88)	0.00	0.00	0.00	0.00
1999	1,303.31	0.00	1,303.31	(344.08)	(344.08)	0.00	0.00	0.00	0.00
2000	1,860.95	0.00	1,860.95	(403.51)	(403.51)	0.00	0.00	0.00	0.00
2001	6,291.54	0.00	6,291.54	(408.18)	(408.18)	3.77	46.16	16.27	0.00
2002	55,824.95	0.00	55,824.95	(23,252.99)	(23,252.99)	11.55	124.37	46.46	0.00
2003	51,962.59	0.00	51,962.59	(190.05)	(190.05)	17.75	172.86	67.73	0.00
2004	43,020.04	0.00	43,020.04	(477.54)	(477.54)	48.60	440.87	178.77	0.00
2005	42,522.45	0.00	42,522.45	(550.41)	(550.41)	53.11	434.11	185.96	0.00
2006	37,625.38	0.00	37,625.38	(543.38)	(543.38)	97.59	694.11	321.03	0.00
2007	33,876.86	0.00	33,876.86	(527.17)	(527.17)	68.03	408.94	208.78	0.00
2008	51,685.85	0.00	51,685.85	7,163.29	7,163.29	614.10	891.18	481.91	0.00
2009	54,911.70	0.00	54,911.70	31,801.26	31,801.26	807.43	1,551.55	771.41	0.00
2010	44,580.18	0.00	44,580.18	26,895.97	26,895.97	1,205.67	2,598.16	1,753.26	0.00
2011	55,954.01	0.00	55,954.01	24,205.41	24,205.41	1,579.32	2,531.44	2,457.64	0.00
2012	110,935.52	0.00	110,935.52	(15,942.17)	(15,942.17)	7,781.97	6,740.31	14,997.16	0.00

**Denton County Tax Office**

**YEAR-TO-DATE SUMMARY PART A**

**11 - CITY OF LEWISVILLE**

Tax Year = 2013 AND Year End Date = 9/30/2014 AND Month Range from  
10/1/2013 to 9/30/2014 and Tax Units = CITY OF LEWISVILLE

YEAR	START BALANCE	START REFUND DUE	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	YTD PENALTY	YTD INTEREST	YTD COL PEN	OVERPMT REFUND
2013	30,911,016.54	0.00	30,911,016.54	933,627.85	933,627.85	60,542.22	19,663.69	26,169.61	0.00
<b>TOTAL</b>	<b>31,509,914.43</b>	<b>0.00</b>	<b>31,509,914.43</b>	<b>977,950.52</b>	<b>977,950.52</b>	<b>72,831.11</b>	<b>36,297.75</b>	<b>47,655.99</b>	<b>0.00</b>

# Denton County Tax Office

## YEAR-TO-DATE SUMMARY PART B

11 - CITY OF LEWISVILLE

Tax Year = 2013 AND Year End Date = 9/30/2014 AND Month Range from 10/1/2013 to 9/30/2014 and Tax Units = CITY OF LEWISVILLE

### CURRENT YEAR INFORMATION

<b>Start Value</b>	<b>Start Exemption</b>	<b>Start Taxable</b>	<b>Rate</b>	<b>Calc Start Levy</b>	<b>Actual Start Levy</b>	<b>Start Frozen Loss</b>	<b>Start + Frozen</b>
8,223,675,766	1,184,319,983	7,039,355,783	0.440210	30,987,948.09	30,911,016.54		30,987,947.57
<b>Adjusted Value</b>	<b>Adjusted Exemption</b>	<b>Adj Taxable</b>	<b>Rate</b>	<b>Calc Adj Levy</b>	<b>Actual Current Levy</b>	<b>Adj Frozen Loss</b>	<b>Act Levy + Act Frozen</b>
8,444,101,593	1,192,299,425	7,251,802,168	0.440210	31,923,158.32	31,844,644.39	78,552.75	31,923,199.71
<b>Start Value</b>	<b>Net Value Adj</b>	<b>Start Value + net Value Adj</b>		<b>Actual Current Value</b>			
8,223,675,766	220,425,827	8,444,101,593		8,444,101,593			
<b>Start Exemption</b>	<b>Net Exmp Adj</b>	<b>Start Exemp + Net Exmp Adj</b>		<b>Actual Current Exemption</b>			
1,184,319,983	7,979,442	1,192,299,425		1,192,299,425			

YEAR	YTD LEVY PAID	YTD REFUND PAID	YTD DISCOUNT	NET YTD LEVY PAID	CALC BALANCE	PAYMENTS PENDING	REFUNDS PENDING	ACTUAL BALANCE	DIFF
1987	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1988	0.00	0.00	0.00	0.00	2.62	0.00	0.00	2.62	0.00
1989	0.00	0.00	0.00	0.00	2.66	0.00	0.00	2.66	0.00
1990	0.00	0.00	0.00	0.00	2.90	0.00	0.00	2.90	0.00
1991	0.00	0.00	0.00	0.00	130.50	0.00	0.00	130.50	0.00
1992	0.00	0.00	0.00	0.00	490.04	0.00	0.00	490.04	0.00
1993	0.00	0.00	0.00	0.00	384.14	0.00	0.00	384.14	0.00
1994	0.00	0.00	0.00	0.00	245.30	0.00	0.00	245.30	0.00
1995	0.00	0.00	0.00	0.00	278.36	0.00	0.00	278.36	0.00
1996	0.00	0.00	0.00	0.00	337.10	0.00	0.00	337.10	0.00
1997	0.00	0.00	0.00	0.00	772.48	0.00	0.00	772.48	0.00
1998	0.00	0.00	0.00	0.00	792.68	0.00	0.00	792.68	0.00
1999	0.00	0.00	0.00	0.00	959.23	0.00	0.00	959.23	0.00
2000	0.00	0.00	0.00	0.00	1,457.44	0.00	0.00	1,457.44	0.00
2001	31.40	0.00	0.00	31.40	5,851.96	0.00	0.00	5,851.96	0.00
2002	96.28	0.00	0.00	96.28	32,475.68	0.00	0.00	32,475.68	0.00
2003	148.05	0.00	0.00	148.05	51,624.49	0.00	0.00	51,624.49	0.00
2004	404.91	0.00	0.00	404.91	42,137.59	0.00	0.00	42,137.59	0.00
2005	442.62	0.00	0.00	442.62	41,529.42	0.00	0.00	41,529.42	0.00
2006	813.35	0.00	0.00	813.35	36,268.65	0.00	0.00	36,268.65	0.00
2007	567.00	0.00	0.00	567.00	32,782.69	0.00	0.00	32,782.69	0.00
2008	24,829.39	0.00	0.00	24,829.39	34,019.75	0.00	0.00	34,019.75	0.00
2009	29,747.20	(479.01)	0.00	29,268.19	57,444.77	0.00	0.00	57,444.77	0.00
2010	28,022.01	(151.27)	0.00	27,870.74	43,605.41	0.00	0.00	43,605.41	0.00
2011	31,069.23	(1,189.71)	0.00	29,879.52	50,279.90	0.00	0.00	50,279.90	0.00
2012	94,349.60	(50,821.85)	0.00	43,527.75	51,465.60	0.00	0.00	51,465.60	0.00

# Denton County Tax Office

## YEAR-TO-DATE SUMMARY PART B

11 - CITY OF LEWISVILLE

Tax Year = 2013 AND Year End Date = 9/30/2014 AND Month Range from  
10/1/2013 to 9/30/2014 and Tax Units = CITY OF LEWISVILLE

YEAR	YTD LEVY PAID	YTD REFUND PAID	YTD DISCOUNT	NET YTD LEVY PAID	CALC BALANCE	PAYMENTS PENDING	REFUNDS PENDING	ACTUAL BALANCE	DIFF
2013	31,958,580.56	(231,996.47)	0.00	31,726,584.09	118,060.30	0.00	0.00	118,060.30	0.00
<b>TOTAL</b>	<b>32,169,101.60</b>	<b>(284,638.31)</b>	<b>0.00</b>	<b>31,884,463.29</b>	<b>603,401.66</b>	<b>0.00</b>	<b>0.00</b>	<b>603,401.66</b>	<b>0.00</b>

# Denton County Tax Office

## YEAR-TO-DATE SUMMARY PART C

Tax Year = 2013 AND Year End Date = 9/30/2014 AND Month Range from 10/1/2013 to 9/30/2014 and Tax Units = CITY OF LEWISVILLE

## 11 - CITY OF LEWISVILLE

### CURRENT YEAR INFORMATION

<b>Start Value</b>	<b>Start Exemption</b>	<b>Start Taxable</b>	<b>Rate</b>	<b>Calc Start Levy</b>	<b>Actual Start Levy</b>	<b>Start Frozen Loss</b>	<b>Start + Frozen</b>
8,223,675,766	1,184,319,983	7,039,355,783	0.440210	30,987,948.09	30,911,016.54		30,987,947.57
<b>Adjusted Value</b>	<b>Adjusted Exemption</b>	<b>Adj Taxable</b>	<b>Rate</b>	<b>Calc Adj Levy</b>	<b>Actual Current Levy</b>	<b>Adj Frozen Loss</b>	<b>Act Levy + Act Frozen</b>
8,444,101,593	1,192,299,425	7,251,802,168	0.440210	31,923,158.32	31,844,644.39	78,552.75	31,923,199.71
<b>Start Value</b>	<b>Net Value Adj</b>	<b>Start Value + net Value Adj</b>		<b>Actual Current Value</b>			
8,223,675,766	220,425,827	8,444,101,593		8,444,101,593			
<b>Start Exemption</b>	<b>Net Exmp Adj</b>	<b>Start Exemp + Net Exmp Adj</b>		<b>Actual Current Exemption</b>			
1,184,319,983	7,979,442	1,192,299,425		1,192,299,425			

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
1987	68.34	(68.34)	(68.34)	0.00	0.00	0.00	0.00	0.00
1988	317.20	(314.58)	(314.58)	0.00	0.00	2.62	0.00	0.00
1989	322.22	(319.56)	(319.56)	0.00	0.00	2.66	0.00	0.00
1990	343.85	(340.95)	(340.95)	0.00	0.00	2.90	0.00	0.00
1991	486.51	(356.01)	(356.01)	0.00	0.00	130.50	0.00	0.00
1992	889.68	(399.64)	(399.64)	0.00	0.00	490.04	0.00	0.00
1993	384.14	0.00	0.00	0.00	0.00	384.14	0.00	0.00
1994	585.06	(339.76)	(339.76)	0.00	0.00	245.30	0.00	0.00
1995	278.36	0.00	0.00	0.00	0.00	278.36	0.00	0.00
1996	622.79	(285.69)	(285.69)	0.00	0.00	337.10	0.00	0.00
1997	1,110.85	(338.37)	(338.37)	0.00	0.00	772.48	0.00	0.00
1998	1,133.56	(340.88)	(340.88)	0.00	0.00	792.68	0.00	0.00
1999	1,303.31	(344.08)	(344.08)	0.00	0.00	959.23	0.00	0.00
2000	1,860.95	(403.51)	(403.51)	0.00	0.00	1,457.44	0.00	0.00
2001	6,291.54	(408.18)	(408.18)	31.40	31.40	5,851.96	0.00	0.49
2002	55,824.95	(23,252.99)	(23,252.99)	96.28	96.28	32,475.68	0.00	0.17
2003	51,962.59	(190.05)	(190.05)	148.05	148.05	51,624.49	0.00	0.28
2004	43,020.04	(477.54)	(477.54)	404.91	404.91	42,137.59	0.00	0.94
2005	42,522.45	(550.41)	(550.41)	442.62	442.62	41,529.42	0.00	1.04
2006	37,625.38	(543.38)	(543.38)	813.35	813.35	36,268.65	0.00	2.16
2007	33,876.86	(527.17)	(527.17)	567.00	567.00	32,782.69	0.00	1.67
2008	51,685.85	7,163.29	7,163.29	24,829.39	24,829.39	34,019.75	0.00	41.81
2009	54,911.70	31,801.26	31,801.26	29,268.19	29,268.19	57,444.77	0.00	33.56
2010	44,580.18	26,895.97	26,895.97	27,870.74	27,870.74	43,605.41	0.00	38.74
2011	55,954.01	24,205.41	24,205.41	29,879.52	29,879.52	50,279.90	0.00	37.27
2012	110,935.52	(15,942.17)	(15,942.17)	43,527.75	43,527.75	51,465.60	0.00	45.81

**Denton County Tax Office**

**YEAR-TO-DATE SUMMARY PART C**

**11 - CITY OF LEWISVILLE**

Tax Year = 2013 AND Year End Date = 9/30/2014 AND Month Range from  
10/1/2013 to 9/30/2014 and Tax Units = CITY OF LEWISVILLE

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
2013	30,911,016.54	933,627.85	933,627.85	31,726,584.09	31,726,584.09	118,060.30	0.00	99.62
<b>TOTAL</b>	<b>31,509,914.43</b>	<b>977,950.52</b>	<b>977,950.52</b>	<b>31,884,463.29</b>	<b>31,884,463.29</b>	<b>603,401.66</b>	<b>0.00</b>	

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** August 3, 2015

**SUBJECT:** **Approval of a Professional Services Agreement With Parsons Brinckerhoff Americas, Inc., in the Amount of \$ 99,270 for Services Related to Developing the I-35 Corridor Overlay District, Phases 1 & 2; and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND AND ANALYSIS

The I-35 Redevelopment Plan was adopted in November of 2014. City Council held a workshop session in January of 2015 and discussed the various steps needed to implementing this plan. The first step was to adopt an ordinance for the parcels impacted by the Right of Way acquisition which was adopted in March of 2015. Creation of an overlay district along the corridor to implement the recommendations of the plan is the next step in the overall process. The Overlay district will be created in two phases. Phase I will be the regulations and guidelines that apply to the entire corridor in order to enhance every new development and re-development project. Phase 2 will focus on one of the Focal Point areas as defined by the Lewisville 2025 Plan and will provide an ordinance and graphics on how to deal with the individual parcels within a Focal Point area to adhere to the plan recommendation on type and manner of development. This will greatly assist staff in discussions with the landowners/developers in conveying the plan and requirements. Each focal point overlay ordinance will be developed at a cost of \$29,922. We have included one area as part of this contract and have the option of adding the other areas in the future. This project is expected to be completed within 6-8 months.

### RECOMMENDATION

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

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**PREPARATION OF THE CORRIDOR OVERLAY DISTRICT**  
**IMPLEMENTATION PLAN, LEWISVILLE, TEXAS**

The City of Lewisville, Texas, hereinafter called City, hereby engages Parsons Brinckerhoff, Inc, hereinafter called Consultant, to perform professional services in connection with the Corridor Overlay District Implementation Plan, hereinafter called Project.

**I. PROJECT.** The Project work plan is organized into four (4) tasks as summarized below (Item 1 through 4). Collectively, the tasks comprise the project Scope of Services. The entire Scope of Services is included as Attachment “A” to this Professional Services Agreement.

1. **Project Initiation & Goals**
2. **Establish Corridor Overlay District**
3. **Create Focus Area Corridor Overlay District (Central Gateway Area)**
4. **Provide Facilitation (Optional)**

**II. COMPENSATION.**

**\$99,270.00 (Ninety Nine Thousand, Two Hundred Seventy Dollars.)**

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.

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

- III. 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.
- IV. INDEMNIFICATION.** The Consultant shall indemnify and does hereby hold harmless, the City, its agents and employees for and against all claims, damages, losses and expenses, including attorney's fees, to the extent arising out of or resulting from the negligent performance of the services on this project performed by the Consultant, its employees, sub-contractors, agents and representatives and others from whom the Consultant is legally liable.
- V. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- VI. TIME OF COMPLETION.** The Consultant will complete the work described in Attachment A, Scope of Services, within 6 months of receiving a Notice to Proceed (NTP). The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- VII. PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- VIII. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

**Parsons Brinckerhoff, Inc**

By: \_\_\_\_\_  
Robert Brown, Vice President

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

Attest: \_\_\_\_\_  
Hien T. Nguyen, Project Accountant

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

## Attachment A – Scope of Services

### IH-35E Corridor Overlay District Implementation Plan

The keys to a successful implementation of the IH-35E Corridor Overlay District are direction, leadership and funding. They must all be understood and identified now as the TXDOT project on IH-35E moves toward implementation and, ideally, before the physical impacts are felt by the affected stakeholders.

This overlay district will focus realizing the directions defined in the IH-35E Corridor Redevelopment Plan and Lewisville 2025, and what steps need to be taken to foster the conditions needed to strengthen the financial viability of the corridor and surrounding areas.

### WORK PROGRAM

The overlay concept relies on a clearly defined purpose, geographic boundary within which special guidance and an understandable set of implementing rules apply. The rules ensure that any project within the overlay district remains consistent with not only the overlay district requirements, but also with the overall corridor vision and the objectives of the City as a whole as provided for in the Long Range Plans. Once adopted, the zoning provisions in the overlay district ordinance must ensure clear guidance to both property owners and the City representatives responsible for reviewing and approving proposals.

The following work program is based on the information provided by the City of Lewisville to establish one or more overlay districts to assist with the implementation of the IH-35E Corridor Redevelopment Plan prior to, during and following the widening of IH-35E. To achieve the most value for the work effort, a tiered project approach is proposed to appropriately guide the work efforts and achieve maximum results based on the overall project goals. Six tasks are proposed that are organized around 2 core phases.

1. ***Project Initiation & Goals (Phase 1) \$5,573***
2. ***Establish Corridor Overlay District (Phase 1) \$63,775***
3. ***Create Focus Area Overlay District (Phase 2) \$29,922 per Focus Area***
4. ***Provide Facilitation (optional) Additional cost per hour per staff member***

### 1. PROJECT INITIATION & GOALS

The first goal of this phase is to give order, direction and focus to the work effort to follow. Our second goal of this phase is to understand what needs to be changed through the physical environment and public policies to implement desired change.

Based on the recent planning documents that have completed and adopted, this process begins with gathering new information. We will then conduct meetings with key city staff. This will help us understand the range of issues and perceptions regarding development within Lewisville and will help to define short and long term goals and objectives for the redevelopment area that are achievable.

#### 1.1 – Project Startup

We will begin the project by establishing the final scope, meeting the key people and defining the various processes and approvals.

- ▶ *PB to negotiate a final scope of work, work program, schedule and fees.*

- ▶ *PB to confirm project area and the level of detail required for various areas within the project area. It is assumed that this project will focus on the IH-35E highway corridor; however this study area could be expanded to include other areas within the city.*
- ▶ *City to develop a contact list of key public officials, and public staff members critical in achieving approvals, and reviewing draft options and plans.*
- ▶ *City to create a contact database and update it throughout the life of the project. The database will provide a central repository for contact information (name, mailing address, phone, and email address) for interested parties that should be contacted during this process. This database could include:*
  - *City of Lewisville staff,*
  - *Local land owners and developers,*

#### **Task 1 Deliverables:**

- ❖ *PB to provide final scope of services*
- ❖ *City to provide base data, including GIS files, development policies and ordinances.*
- ❖ *City to provide contact database*

## **2. ESTABLISH CORRIDOR OVERLAY DISTRICT (phase 1)**

To establish new zoning throughout the corridor a corridor overlay district is proposed that will apply to the entire corridor. This district can enable subsequent overlay districts to be established at particular focus areas where more specific regulations may be desired to guide development. Creating the corridor overlay district will be completed using a four (4) step process, including: defining the purpose of the district, identify district boundaries, specify the rules for the district, drafting the implementing ordinance.

### **2.1 – Define the Purpose of the District:**

The purpose of the district is to implement the IH-35E Corridor Redevelopment Plan. Depending on the structure and extent of the district, the purpose may vary. The key elements of the character or market objectives will shape the type of overlay district to be emphasized in the applicable area.

- A. **Applicability of Overlay District Zoning** – PB will evaluate and compare the use of overlay zoning with other implementation options such as modifying the underlying City zoning regulations in the area.
- B. **Single or Multiple Overlay Districts** – PB will determine the merits of establishing a single district that can accommodate the entire corridor and focus areas, or multiple districts that specify zoning for each focus area. PB will recommend the best course of action based on the desired objectives and stakeholder input.
- C. **Purpose for District** – PB will describe the district to realize the vision and plan defined by the IH-35E Corridor Redevelopment Plan using character segments, market segments or subareas, including documentation of public necessity, impacts on property values, and fairness of application of the tool within the community.

#### **Task 2.1 Deliverables:**

- ❖ *PB to prepare a brief working paper regarding the appropriateness of overlay district zoning for the implementation plan.*

- ❖ *PB to recommend the use of one or more district structures.*
- ❖ *PB to prepare a statement of purpose of the overlay district.*

## 2.2 – Identify District Boundary:

Boundaries for the district must reflect the area that will be subject to the overlay regulations and must be based on a legally defensible proposal that implements adopted City policies and goals. The IH-35E Corridor Redevelopment Plan provides the primary basis for the definition of overlay district boundary, but the district will require more than the properties directly affected by the IH-35E corridor widening project. It is essential to ensure the included properties meet the legal and logic tests and, ideally, are supported by the stakeholder participants.

- A. **Preliminary Description of District Boundary** – PB will define the district boundary initially by the properties physically affected by the IH-35E widening project and properties affected in terms of economic value or access or needed to achieve the desired character within the corridor.
- B. **Special Considerations** – Properties directly affected by the roadway widening have been identified, but there will be other properties to be included in an overlay district to take full advantage of the features of the tool and create the critical land mass for effective implementation.
- C. **Refined District Boundary** – Establish the exact boundaries based on the character discussion in the Redevelopment Plan, public input and other pertinent influences needed to create the intended economic, livability, transportation or sustainability objectives of the Redevelopment Plan.

### Task 2.2 Deliverables:

- ❖ *PB to prepare preliminary map of the proposed overlay district.*
- ❖ *PB to prepare final map of proposed overlay district.*
- ❖ *PB to prepare legal description of final proposed overlay district.*

## 2.3 – Specify and Deliberate Rules for the District:

The regulations associated with the overlay district specify how it must be implemented to achieve its objectives. This will affect the manner in which staff reviews and approves projects within the overlay district and how projects are presented for consideration by the City. PB will prepare the rules for City and stakeholder review and document the best process for their application to request for approval from the private sector.

- A. Structure rules for the overlay districts around strengthening the correlation between the adopted Redevelopment Plan and the overlay district and allow, if needed, a distinct identification of character and uses.
- B. Incorporate implementation features key to the district purpose (e.g., land use typologies, character elements, design guidelines, etc.) in the rules for the district. It is anticipated that the existing draft design standards and guidelines, prepared as part of the previous planning efforts, will be used as a basis for the regulations. Alternatively, more formal form-based criteria could be developed.

- C. Specify administrative rules and oversight requirements for the district based on the IH-35E Corridor Redevelopment Plan and its supporting documentation.
- D. As needed, develop basic training in the application of new regulations within the overlay district area for staff, developers and decision-makers.

### Task 2.3 Deliverables:

- ❖ *PB to prepare overlay district regulations (i.e., design guidelines, land use typologies, etc.) based on the IH-35E Corridor Redevelopment Plan.*
- ❖ *PB to prepare administrative oversight requirements to manage implementation of overlay district objectives.*
- ❖ *PB to support the City of Lewisville to train staff for administration of the overlay district.*

## 2.4 – Develop Implementing Ordinance

Once the concept and purpose of the overlay district is understood and a boundary definition agreed upon, it must be codified in City policy to permit its application to development request within the affected area. PB will prepare the overlay district ordinance with the following components:

- A. **Purpose Statement** - Tie the rationale for the overlay district to the goals and objectives of the Redevelopment Corridor Plan and the Comprehensive Plan, cite the public necessity behind the intent and make a direct connection to protecting the public health, safety, character and aesthetics.
- B. **Spatial Definition** – Define the boundary or rule for spatial definition simply and understandably as possible. Provide the information in a way the public can understand.
- C. **Procedures for Application** – Specify the information that will be needed in the application to demonstrate compliance with the factors addressed in the overlay regulations.
- D. **Special Definitions** – Define any specialized standards that will likely require their own terminology
- E. **Standards for Review and Approval** – Set the guidance for the reviewing body to determine compliance, including any standards for review and approval. This will avoid questions of vagueness in the ordinance and avoid or decisions being overturned as being arbitrary and capricious.
- F. **Review Board** – Establish a Review Board that can provide more opportunity for public input, engagement of the political structure and a broader perspective than reviews by staff alone. In cases where the substance of the overlay is highly technical or specialized, provide the necessary technical training for board members.
- G. **Appeals Process** – Carefully define the concept of "hardship" to address unique situations and to avoid variances based on convenience rather than peculiar damages. The standing to appeal needs to be limited to "aggrieved parties" having direct and substantive claims in order to avoid groundless appeals.
- H. **Resolution of Conflicting Provisions** - If the overlay intends to add new provisions above those existing in the underlying zoning districts, then it will be necessary to prescribe which set of standards takes precedence in case of a conflict.

- I. **Legal Requirements** - Ensure all legal requirements are met regarding open meetings, public notices, etc.

**Task 2.4 Deliverables:**

- ❖ *PB to prepare draft Overlay Zoning Ordinance.*

### **3. ESTABLISH FOCUS AREA OVERLAY DISTRICT (Phase 2)**

PB will prepare subsequent overlay districts to be established at one or more of the three (3) focus areas where more specific regulations may be desired to guide development. Creating the corridor overlay district will be completed using a four (4) step process, including: defining the purpose of the district, identify district boundaries, specify the rules for the district, drafting the implementing ordinance.

#### **3.1 – Define the Purpose of the District:**

Similar in scope to Task 2.1

#### **3.2 – Identify District Boundary:**

Similar in scope to Task 2.2

#### **3.3 – Specify and Deliberate Rules for the District:**

Similar in scope to Task 2.3

#### **3.4 – Develop Implementing Ordinance**

Similar in scope to Task 2.4

### **4. FACILITATION (optional)**

As an additional service, the PB team can work with the City of Lewisville to support a wide range of outreach and facilitation efforts. These services will be provided as needed at an additional cost.

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Cleve Joiner, Director of Neighborhood Services

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

**DATE:** July 22, 2015

**SUBJECT:** **Consideration of an Ordinance Amending Chapter 11, Signs, of the Lewisville City Code, by Adding Regulations Related to Led or Other Continuous or Connected Series of Lights.**

### BACKGROUND

As requested by Councilman Neil Ferguson, on July 6, 2015 at the City Council workshop, staff gave a presentation in regards to our 'survey cities' regulations on LED and other continuous or connected series of lights. Council was given several options and gave direction to staff to model the ordinance changes to be similar to the City of Carrollton and to add language that would allow the use of these types of lighting for outside patios, trees, light poles and other similar appurtenances.

### ANALYSIS

The ordinance changes would be added to Section 11-14 Prohibited Signs, current uses of the lights would be required to be compliant by November 16, 2015, and would read as follows:

#### **LED or other continuous or connected series of lights:**

Prohibitions: The following items shall be prohibited:

1. No lighting shall be permitted to outline individual windows.
2. No lighting shall be permitted to outline an individual occupancy in a multi-tenant building.
3. Outline any accessory structures; except that said lights may outline outside patios, trees, light poles and other similar appurtenances.
4. No lighting shall be permitted to outline any vertical features of the building separate from the roof line.

Exception: Rope or other continuous or connected series of lights utilized to outline only the roof line of any building.

### RECOMMENDATION

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

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING CHAPTER 11, SIGNS, OF THE LEWISVILLE CITY CODE, BY ADDING REGULATIONS RELATED TO LED OR OTHER CONTINUOUS OR CONNECTED SERIES OF LIGHTS; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council of the City of Lewisville has determined that to safeguard life, health, property, and public welfare, certain amendments to Chapter 11, Signs, are necessary.

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

**SECTION I.** Chapter 11, Signs, Article XIII, Section 11-14, Prohibited Signs, of the Lewisville City Code, is hereby amended by adding the following new subsection:

(12) *LED or other continuous or connected series of lights.* It is prohibited to use said lights to:

- a. Outline individual windows.
- b. Outline an individual occupancy in a multi-tenant building.
- c. Outline any accessory structures; except that said lights may outline outside patios, trees, light poles and other similar appurtenances.
- d. Outline any vertical features of the building separate from the roof line; except that said lights may be utilized to outline only the roof line of any building.

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

**SECTION III. 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 IV. PENALTY.** Any person, firm or corporation violating any provision of this Ordinance shall be punished upon conviction by a fine not to exceed \$2,000.00 for each offense, and each and every day such violation shall continue shall constitute a separate offense.

**SECTION V. EFFECTIVE DATE.** This ordinance shall become effective immediately upon its passage and publication as required by law. All existing lighting that is in violation of this ordinance will have until November 16, 2015 to become compliant.

**SECTION VI. 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 3<sup>rd</sup> DAY OF AUGUST, 2015.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## MEMORANDUM



**TO:** Donna Barron, City Manager  
**FROM:** Bob Monaghan, PALS Director  
**DATE:** July 22, 2015  
**SUBJECT:** **Consideration of an Ordinance Amending the Lewisville Code of Ordinances, Chapter 2, Article VIII, Section 2-201 Fee Schedule by Adding Fees Related to the Lewisville Lake Environmental Learning Area.**

### BACKGROUND

Moving forward with the Vision 2025 Plan's Big Move #1 – The Green Centerpiece, staff has been working with our LLELA partners, UNT and LISD to increase the community's access to LLELA from weekends only to seven days a week. Staff is working on a strategic plan for the area and one of the key items is to have the City operate the entrance gate with City employees and collect the entrance fees similar to the Lake Park entrance gate.

### ANALYSIS

The Lewisville Parks & Leisure Services Department will assume operation of the LLELA entrance gate August 17, 2015 and entrance fees need to be established in the fee ordinance. Staff has proposed entrance fees that are more affordable for families while still covering the cost to staff the gate. The fee format is similar to what has been used at Lewisville Lake Park for many years.

The current LLELA entrance fee is \$5 per person and the proposed fee is \$5 per vehicle fee. Resident fees similar to the Lake Park fees are not proposed due to our LLELA partners who have service areas that extend well beyond Lewisville. Annual passes have been available in the past for individuals and families that were good for 12 months from the date purchased. In keeping with the Lake Park format, a vehicle "Season Pass" good from January 1 to December 31 will be available for \$60 and placed on the vehicle windshield. This provides a simple and quick process to identify the vehicles without having to check for valid dates and makes all of the passes due at the same time. The LLELA "Season Pass" would also be honored at Lake Park. In an effort to establish a valid participation and revenue count at LLELA, the Lake Park pass will not be valid at LLELA. The hope is that at some time in the future a single pass will be valid at both park areas.

The Friends of LLELA (FOL) is a 501-C3 support group that was established approximately three years ago and has been critical to the success of LLELA. Most recently the FOL has been responsible for fundraising activities including That Dam Half Marathon and 5k Race which benefit LLELA. When FOL first started, a membership fee was established that included free entrance into LLELA. The proposed fees have a FOL entrance fee that is 50% of the vehicle season pass.

Primitive tent camping is available at LLELA with no electricity, one group water hydrant and a portable toilet. The proposed camping fees are the same as the existing LLELA fees.

The current fees were established by LLELA several years ago for a three day per week schedule and averaged \$30,000 annually in revenue. An annual revenue of \$40,000 is estimated with the proposed fees on a seven day per week schedule. Staffing for the gatehouse operation is budgeted at \$32,400.

Below is a chart showing the current LLELA and proposed City adopted fees.

	<b>Current LLELA Fees</b>	<b>Proposed LLELA Fees City Ordinance</b>
Entrance Fee	\$5 per person	\$5 per vehicle
Individual Annual Pass	\$30	N/A
Family Annual Pass	\$60	N/A
Vehicle Season Pass	N/A	\$60
Campsite -per night (plus entry fee)	\$10	\$10
Group Campsite - per night (plus entry fee) for groups of 20 or more	\$10	\$10
Friends of LLELA Entrance Fee	Free based on a minimum membership level	50% of Vehicle Season Pass based on a minimum membership level

**RECOMMENDATION**

It is City staff’s recommendation that the City Council approve the fees related to the Lewisville Lake Environmental Learning Area.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS AMENDING THE LEWISVILLE CITY CODE, CHAPTER 2, SECTION 2-201, FEE SCHEDULE, ADDING CERTAIN FEES FOR LEWISVILLE AREA LAKE ENVIRONMENTAL LEARNING AREA; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council of the City of Lewisville, Texas, has determined that for the health, welfare, and safety of its citizens, it is desirable that certain amendments to Chapter 2, Section 2-201 of the Code of Ordinances of the City of Lewisville, Texas, are necessary.

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

**SECTION I.** Lewisville City Code, Chapter 2, Section 2-201, Fee Schedule, is hereby amended by adding the following Lewisville Lake Environmental Learning Area (LLELA) fees:

**LLELA Fees**

Entrance Fee	\$5 per vehicle
Individual Annual Pass	N/A
Family Annual Pass	N/A
Vehicle Season Pass	\$60
Campsite -per night (plus entry fee)	\$10
Group Campsite - per night (plus entry fee) for groups of 20 or more	\$10
Friends of LLELA Entrance Fee	50% of Vehicle Season Pass based on a minimum membership level

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

**SECTION III. 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 IV. EFFECTIVE DATE.** This ordinance shall become effective on August 17, 2015.

**SECTION V. 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.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 3<sup>rd</sup> DAY OF AUGUST, 2015.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

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

**DATE:** July 17, 2015

**SUBJECT: Consideration of an Ordinance Establishing a Wastewater Main Extension Project; Establishing Extension Fees; Approval of an Agreement With Prestige Garage, LLC for Oversizing of Sanitary Sewer Improvements to 985 East SH 121 Business in the Amount of \$65,113.12; and Authorization for the City Manager, to Execute the Agreement.**

### BACKGROUND

The subject property is proposed to be developed with nine office/warehouse buildings with a total area of 130,680 square feet on a 6.288 acre property. Prestige Garage, LLC (the “Developer”) is preparing their submittal for the engineering site plan and plat. Staff has reviewed and approved the plans for the installation of 1277 linear feet of 18-inch sanitary sewer (the “Project”). The Elm Fork Trunk Sewer Report provides for the Project to be built to and through the subject property.

Section 16.203-5 of the Lewisville City Code provides the program procedures to establish a Wastewater Main Extension Ordinance. The Ordinance establishes a reimbursement to the Developer on a prorated share for the costs associated with the Project from future users in the sewer shed desiring to tie onto the sanitary sewer.

Section 6-99(g) of the Lewisville City Code provides the guidelines for the oversizing of a sanitary sewer line larger than 12-inches. The Agreement will reimburse the Developer for oversizing of sanitary sewer improvements to be constructed with the proposed development. The agreement provides for the delineation of costs, duties and liabilities between the Developer and the City regarding the construction of the sanitary sewer improvement. The amount of \$65,113.12 covers the difference in cost between a 12-inch sanitary sewer required by the development and an 18-inch sanitary sewer as shown in the Elm Fork Trunk Sanitary Sewer Study for which the City agrees to reimburse the Developer once the sewer is constructed.

Subject: Prestige Office/Warehouse Agreement  
July 17, 2015  
Page 2

### **ANALYSIS**

After the City returns the executed agreement, the Developer will begin installation of the sanitary improvement. After completion of all work by the Developer and acceptance by the City, the total cost of work performed will be determined and the City will be invoiced based on actual construction costs of the sewer improvements not to exceed the estimated amount of \$65,113.12 for the oversizing. The prorata ordinance provides a mechanism to reimburse the developer for extending the sewer on a prorated basis by future users that wish to tie on and utilize the sewer.

### **RECOMMENDATION**

It is City staff's recommendation that the City Council approve the ordinance and agreement with Prestige Garage, LLC as set forth in the caption above.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ESTABLISHING A WASTEWATER MAIN EXTENSION PROJECT; ESTABLISHING EXTENSION FEES; PROVIDING FOR A REPEALER; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS, Prestige Garage, LLC** (“Developer”) proposes to construct a sanitary sewer main across and to certain undeveloped property (the “Property”), more fully described in Exhibit “A,” attached hereto and incorporated herein for all purposes, connecting to an existing sanitary sewer main owned by the City of Lewisville, Texas (the “City”) to serve the Property; and

**WHEREAS,** the City desires to set forth the manner in which Developer may obtain reimbursement of construction costs for that portion of the sanitary sewer main that is totally outside the Property or lying along one or more sides of the Property; and

**WHEREAS,** section 16.203-5 of the Lewisville City Code provides for such reimbursement through a site-specific extension program (“Extension Program”), and

**WHEREAS,** the Property is platted and the Developer has or will follow all general development guidelines; and,

**WHEREAS,** all easements, dedications and public rights-of-way necessary to construct the Project have or will be acquired by the Developer (or the City may elect to use its power of condemnation to acquire the easements or rights-of-way) and filed by the City; and,

**WHEREAS,** the Extension Program does not include on-site projects; and,

**WHEREAS,** offsite projects which are less than 1,000 feet from an existing main shall not be included in the Extension Program. If the site is greater than 1,000 feet from an existing main, the extension program may be utilized as authorized by the city council; and,

WHEREAS, the main has not been determined as an impact fee related project.

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

**SECTION 1. ESTABLISHMENT OF PROJECT.** The project shall be known as “Elm Fork Sanitary Sewer Project Phase III,” (the “Project”). The Project consists of the extension of the City’s wastewater collection system from the southwest corner of 1026 E. SH 121 Business (currently Pristine Motors) to the north property line of the Property, a distance of approximately 1277 feet. The wastewater collection system installed consists of an 18-inch sanitary sewer main with appurtenances.

**SECTION 2. ESTABLISHMENT OF EXTENSION PROGRAM.** This ordinance establishes the “Elm Fork Sanitary Sewer Phase III Project Extension Program.” All the requirements and procedures set forth in 16.203-5 of the Lewisville City Code, as it now exists or is hereafter amended, apply to the Elm Fork Sanitary Sewer Phase III Project Extension Program.

**SECTION 3. ESTABLISHMENT OF EXTENSION FEES.** The City shall collect certain fees known as pro-rata fees from those desiring to connect onto the Project or to extend the wastewater collection system utilizing the Project. Said pro-rata fees shall be paid to the Developer in accordance with the City’s Extension Program, as forth in Section 16-203.5 of the Lewisville City Code, as it now exists or is hereinafter amended. The total Project cost is \$252,756.86, more fully described in Exhibit “B,” attached hereto and incorporated herein for all purposes, which includes design, construction and inspection expenses. The total acreage 122

acres, more fully described in Exhibit "C," attached hereto and incorporated herein for all purposes, which is the sanitary sewer drainage basin area for the Project. The pro-rata fee collected shall be computed as follows: Pro-rata fee = Cost of Project/Total Acreage + Imbedded Interest

$$\text{Pro-rata fee} = \$252,756.86 / 122 \text{ acres} + \text{Imbedded Interest}$$

$$\text{Pro-rate fee} = \$2,071.78 \text{ per acre} + \text{Imbedded Interest}$$

The imbedded interest shall be computed as follows:

$$\text{Imbedded interest} = \text{Cost of project/Total Acreage} \times \text{Number of Days Outstanding} \times \text{Daily Interest Rate}$$

$$\text{Imbedded interest} = \$2,071.78 \text{ per acre} \times \text{Number of Days Outstanding} \times 3.25\%/365 \text{ Days}$$

$$\text{Imbedded interest} = \$2,071.78 \text{ per acre} \times \text{Number of Days Outstanding} \times 0.0089\%$$

Additional funds may be collected from the Developer or applicant due to change orders or improper design. All pro-rata fees pursuant to this ordinance shall be paid and collected as a condition of approval of any development plans involving connection to or extension of the Project. Pro-rata fees shall be paid and collected prior to final plan approval or commencement of construction. Pro-rata fees must be paid and collected in full upfront. Pay out programs are not allowed. No pro-rata fees under this ordinance will be collected beyond December 31, 2030.

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

**SECTION 5. SEVERABILITY.** If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of

the remaining sections, sentences, clauses or phrases of this ordinance, but they shall remain in effect.

**SECTION 6. EFFECTIVE DATE.** This ordinance shall become effective immediately upon its passage and publication as required by law.

**SECTION 7. 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

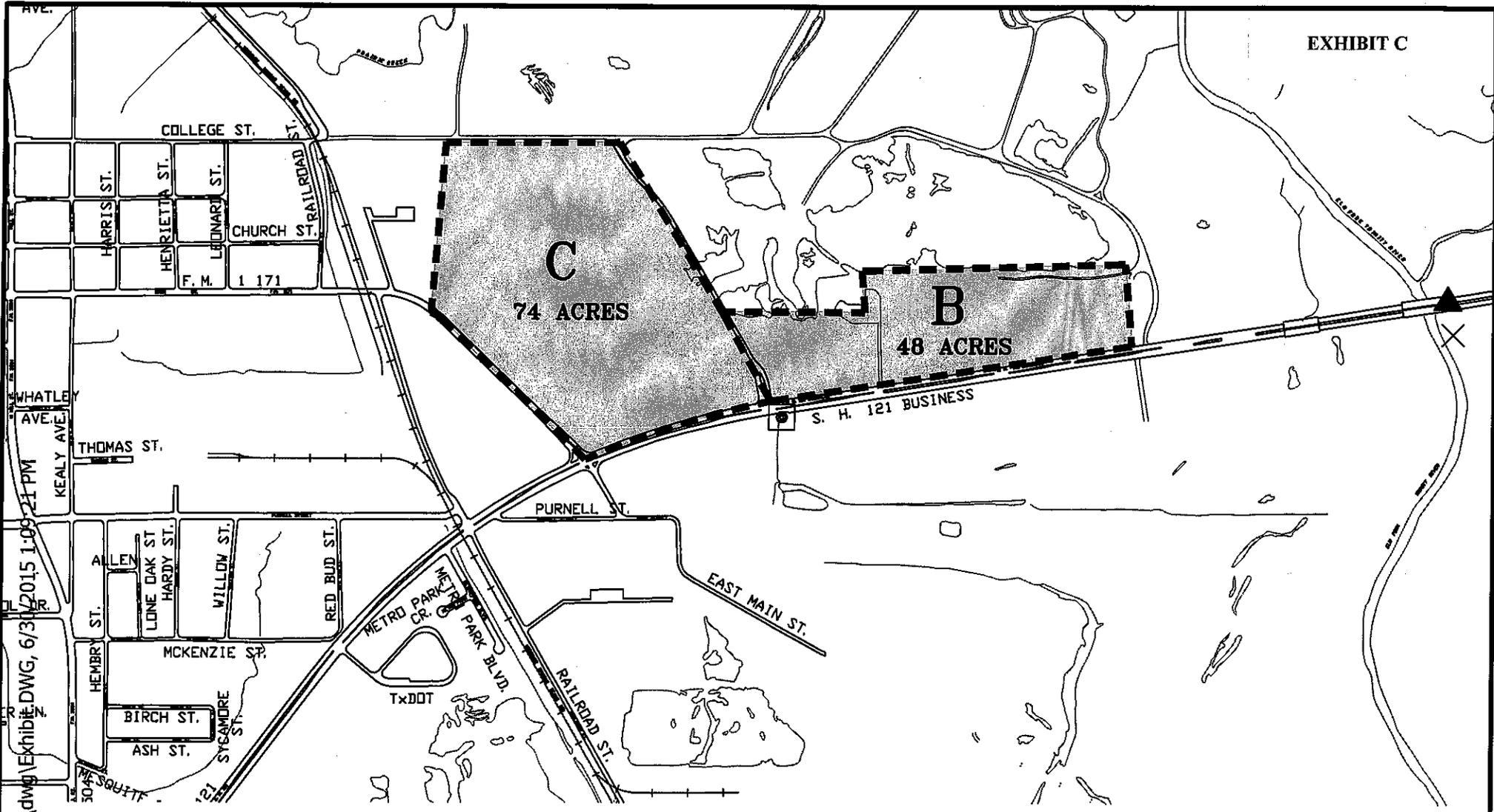
\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY



**Construction Estimate**  
**Elm Fork Trunk Sewer - Line "L" Extension**  
**Sanitary Sewer Public Improvement Project**  
City of Lewisville, Denton County, Texas

No.	Quantity	Unit	Item	Unit Price	Total
<b>Sanitary Sewer Line</b>					
1	1227	LF	12" F949 or F679 Gravity Sewer Pipe	\$45.00	\$55,215.00
2	50	LF	8" SDR 26 PVC Gravity Sewer Pipe	\$40.00	\$2,000.00
3	202	LF	Bore with 20" steel casing pipe with 1/2" thick walls	\$500.00	\$101,000.00
4	3	Ea	5' Dia Sanitary Sewer Manhole	\$10,000.00	\$30,000.00
5	1	Ea	12" Plug	\$400.00	\$400.00
6	5	Ea	8" Plugs	\$100.00	\$500.00
7	1	Ea	Connect to Existing Sewer Stubout	\$2,000.00	\$2,000.00
8	1	LS	Mobilization	\$7,500.00	\$7,500.00
			Subtotal =		\$198,615.00
<b>Miscellaneous</b>					
8	1277	LF	Trench Safety	\$2.50	\$3,192.50
9	1	LS	Testing - Mandrel, Vacuum, Pressure, TV, etc.	\$6,500.00	\$6,500.00
10	1	LS	Traffic Control	\$2,500.00	\$2,500.00
11	1	LS	Erosion Control (Silt Fence, Rock Check Dam etc.)	\$4,000.00	\$4,000.00
12	1277	LF	Surveying and Layout	\$1.75	\$2,234.75
13	1	LS	Bonds ( 2.5%)	\$4,965.38	\$4,965.38
14	1	LS	City Inspection Fees	\$10,749.23	\$10,749.23
			Subtotal =		\$34,141.86
<b>Total Hard Costs =</b>					<b>\$232,756.86</b>
<b>Design Services</b>					
14	1	LS	Surveying and Engineering Plans	\$20,000.00	\$20,000.00
<b>Grand Total =</b>					<b>\$252,756.86</b>

Note: All bends, Tees, fittings, joint restraints, embedment, thrust blocks, plug, Tracer Marking tape, clearing, construction staking, and back fill compaction (NCTCOG standards) shall be included in the unit costs.



P:\6293 P&M Lewisville 1200 SH 121\dwg\Exhibit.dwg, 6/3/2015 1:09:21 PM

**NOTES**  
 SEWER LINE AND DRAINAGE AREA DESIGNATIONS ARE TAKEN FROM THE "FINAL ROUTE STUDY REPORT FOR ELM FORK TRUNK SEWER" PREPARED BY TEAGUE NALL AND PERKINS, INC. FOR THE CITY OF LEWISVILLE IN APRIL OF 2005.

**SANITARY SEWER DRAINAGE BASIN**  
 BEING  
 APPROXIMATELY 122 ACRES  
 TO BE SERVED BY  
**ELM FORK TRUNK SEWER**  
 PHASE 3 - LINES L,M, AND N  
 CITY OF LEWISVILLE, DENTON COUNTY, TEXAS

**Gonzalez & Schneeberg**  
 engineers - surveyors  
 660 N. Central Expressway  
 Suite 250, Plano, Texas 75074  
 (972) 616-8855 Fax:(972) 616-8901

## **AGREEMENT**

This Agreement (this "Agreement") is executed between Prestige Garage, LLC (the "Developer") and the City of Lewisville, Texas (the "City") to be effective on the date upon which the last of the Parties has approved and duly executed this Agreement (the "Effective Date").

### **ARTICLE I** **RECITALS**

**WHEREAS**, the City is a home-rule municipality of the State of Texas located within Denton County; and

**WHEREAS**, Developer is a limited company of the State of Texas; and

**WHEREAS**, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

**WHEREAS**, the Developer shall develop an office/warehouse development on the approximately 6.29 acres of real property depicted in **Exhibit A** (the "Property"); and

**WHEREAS**, the Developer intends to construct a twelve (12) inch sanitary sewer line at its own expense from the point of the connection to the existing wastewater collection system to the tract of land to be developed; and

**WHEREAS**, the City's Elm Fork Trunk Sewer Report provides for an eighteen inch (18") sanitary sewer line to be built through the Property; and

**WHEREAS**, the City desires to have the Developer oversize the sanitary sewer line from twelve inches (12") to eighteen inches (18"), as further detailed in **Exhibit B** (the "Sanitary Sewer Line"), and shall pay the Developer the cost of oversizing the line; and

**WHEREAS**, the Developer shall dedicate the Sanitary Sewer Line to the City upon its acceptance; and

**WHEREAS**, the Developer desires to participate in the City's Extension Program, Section 16-203.5 of the Lewisville City Code, which allows for reimbursement to the Developer by those connecting onto the Sanitary Sewer Line or to extend the wastewater system utilizing the Sanitary Sewer Line; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledge and agreed, the Parties agree as follows:

**ARTICLE II**  
**SANITARY SEWER LINE**

**2.1 Construction, Ownership, and Transfer.**

(a) *Design, Construction and Installation.* The Sanitary Sewer Line shall be designed, constructed and installed in compliance with this Agreement, the standard specifications for public works as outlined by North Central Texas Council of Governments, and all applicable federal, state, and city laws, rules, regulations and policies. Construction and/or installation shall not begin until complete and accurate plans and specifications have been approved by the City. The Sanitary Sewer Line shall be installed in an easement granted to the City.

(b) *Land Acquisition.* The Developer shall be responsible for all land acquisition, including the costs associated with the acquisition, for the construction of the Sanitary Sewer Line. If the Developer is unable to acquire the necessary land and condemnation is necessary, the Developer shall be responsible for all costs incurred by the City, including condemnation costs such as property appraisal costs and attorney fees, for acquiring the necessary land; except that the Developer shall not pay in excess of \$25,000.00 for said condemnation costs.

(c) *Construction Plan Approval.* The Developer shall prepare, or cause to be prepared, plans and specifications for the Sanitary Sewer and submit them to the City for approval.

(d) *Inspection and Acceptance.* The Sanitary Sewer Line shall be inspected and accepted by the City in compliance with this Agreement, the standard specifications for public works as outlined by North Central Texas Council of Governments and all applicable federal, state, and city laws, rules, regulations and policies.

(e) *Ownership.* The Sanitary Sewer Line shall be owned by the City upon the City's acceptance of said line and thus will be maintained and operated by the City. The Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate easements for the Sanitary Sewer Line to the City and the public.

**2.2 Oversizing.**

(a) The City agrees to pay for the cost of oversizing the Sanitary Sewer Line. The City shall pay the difference between the construction of a twelve inch (12") sanitary sewer line and an eighteen inch (18") sanitary sewer line.

(b) A detailed cost estimate of the difference between the constructions costs of a twelve inch (12") sanitary sewer line and an eighteen inch (18") sanitary sewer line is attached hereto and incorporated herein as **Exhibit C**.

(c) Developer shall submit a written application for the oversize participation payment within thirty (30) days after acceptance by the City of the Sanitary Sewer Line. If the City reasonably determines that Developer's application for payment is insufficient, the City shall immediately alert Developer as to such determination and shall therewith provide Developer a detailed statement as to the information needed to complete the application for payment.

**2.3 Payment for Materials and Labor.** Developer shall be solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against the City arising out of or incidental to the performance of any service performed pursuant to this Agreement.

**2.4 Affidavit of Bills Paid.** Prior to acceptance of the Sanitary Sewer Line by the City, Developer shall provide the City with a notarized affidavit state that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, contractors and subcontractors have been released, and that there are no claims pending of which Developer has been notified.

**2.5 Bonds.** The Developer shall execute performance, payment, and maintenance bonds for the construction of the Sanitary Sewer Line to ensure completion of the line and payment of contractors and subcontractors. The bonds must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code.

**2.6 No Alteration.** This Agreement does not alter, amend, modify or replace any requirements contained in the standard specifications for public works as outlined by North Central Texas Council of Governments, Lewisville City Code, or other applicable law.

**2.7 Books and Records.** All of Developer's documents related to the design and construction of the Sanitary Sewer Line shall be available for inspection by the City, at City's sole expense, upon reasonable prior written notice to Developer.

### **ARTICLE III** **CITY EXTENSION PROGRAM**

**3.1 Request and Compliance.** The Agreement shall serve as Developer's request to the city council for a site-specific main extension ordinance. Developer affirms that he is in compliance with the requirements set forth in Section 16-203.5 of the Lewisville City Code, City Extension Program.

**3.2 City Council Review.** The city council shall review Developer's wastewater main extension request and may choose to adopt a site-specific main extension ordinance. Said ordinance shall be nontransferable, unless otherwise stated within the ordinance.

**3.3 Reimbursements.** If city council grants Developer's request and passes a site-specific extension ordinance, the length of time for collection and distribution of funds shall not exceed ten years from the date of acceptance of the Sanitary Sewer Line by the City. Reimbursements shall comply with all the requirements set forth in Section 16-203.5 of the Lewisville City Code, as it now exists or is hereinafter amended.

**3.4 Lewisville City Code.** If city council grants Developer's request and passes a site-specific extension ordinance, all the requirements and procedures set forth in Section 16-203.5 of the Lewisville City Code, as it now exists or is hereinafter amended, shall apply.

**ARTICLE IV**  
**TERM**

This Agreement shall commence on the Effective Date and continue until payment by the City as required in paragraph 2.2.

**ARTICLE V**  
**DEFAULT AND INDEMNIFICATION**

**5.1 Default.** In the event of a breach of this Agreement by Developer, the City may terminate this Agreement and exercise any and all legal remedies available to it.

**5.2 INDEMNIFICATION.** DEVELOPER 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 FROM ANY WORK BY DEVELOPER UNDER THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF WORK UNDER THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**ARTICLE VI**  
**ADDITIONAL PROVISIONS**

**6.1 Assignment by the Developer.** This Agreement and the rights and obligations contained herein may not be assigned by Developer without the prior written approval of the City.

**6.2 No Third Party Beneficiaries.** This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

**6.3 Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

**6.4 Notices.** All Notices shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10<sup>th</sup> business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail. All Notices given pursuant to this section shall be addressed as follows:

To the City:                   Attn: Donna Barron  
  City Manager  
  151 West Church Street  
  Lewisville, Texas 75057  
  E-mail: dbarron@cityoflewisville.com

With a copy to:               Attn: Lizbeth Plaster  
  City Attorney  
  1197 W. Main Street – 2<sup>nd</sup> Floor  
  Lewisville, Texas 75067  
  E-mail: lplaster@cityoflewisville.com

To the Developer:       Attn: Harold Peck  
  2137 East Hickory Hill Road  
  Argyle, TX 76226

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

**6.5 Interpretation.** The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

**6.6 Time.** In this Agreement, time is of the essence and compliance with the times for performance herein is required.

**6.7 Authority and Enforceability.** The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively

acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

**6.8 Entire Agreement; Severability.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

**6.9 Applicable Law; Venue.** This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

**6.10 Non-Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**6.11 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**6.12 Further Documents.** The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

**6.13 Governmental Powers; Waivers of Immunity.** By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights.

**6.14 Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be

taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other similar causes not reasonably within the control of the party claiming such inability and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

Executed by Developer and City to be effective on the Effective Date.

**CITY OF LEWISVILLE**

\_\_\_\_\_  
Rudy Durham, Mayor

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

ATTEST:

\_\_\_\_\_  
Julie Heinze, City Secretary

APPROVED AS TO FORM

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

**DEVELOPER**  
Prestige Garage, LLC

By: 

Name: Harold Peck

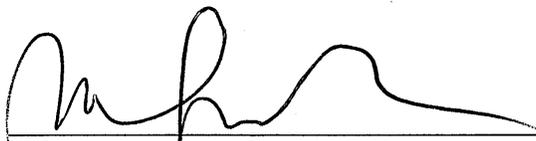
Its: President

STATE OF TEXAS §

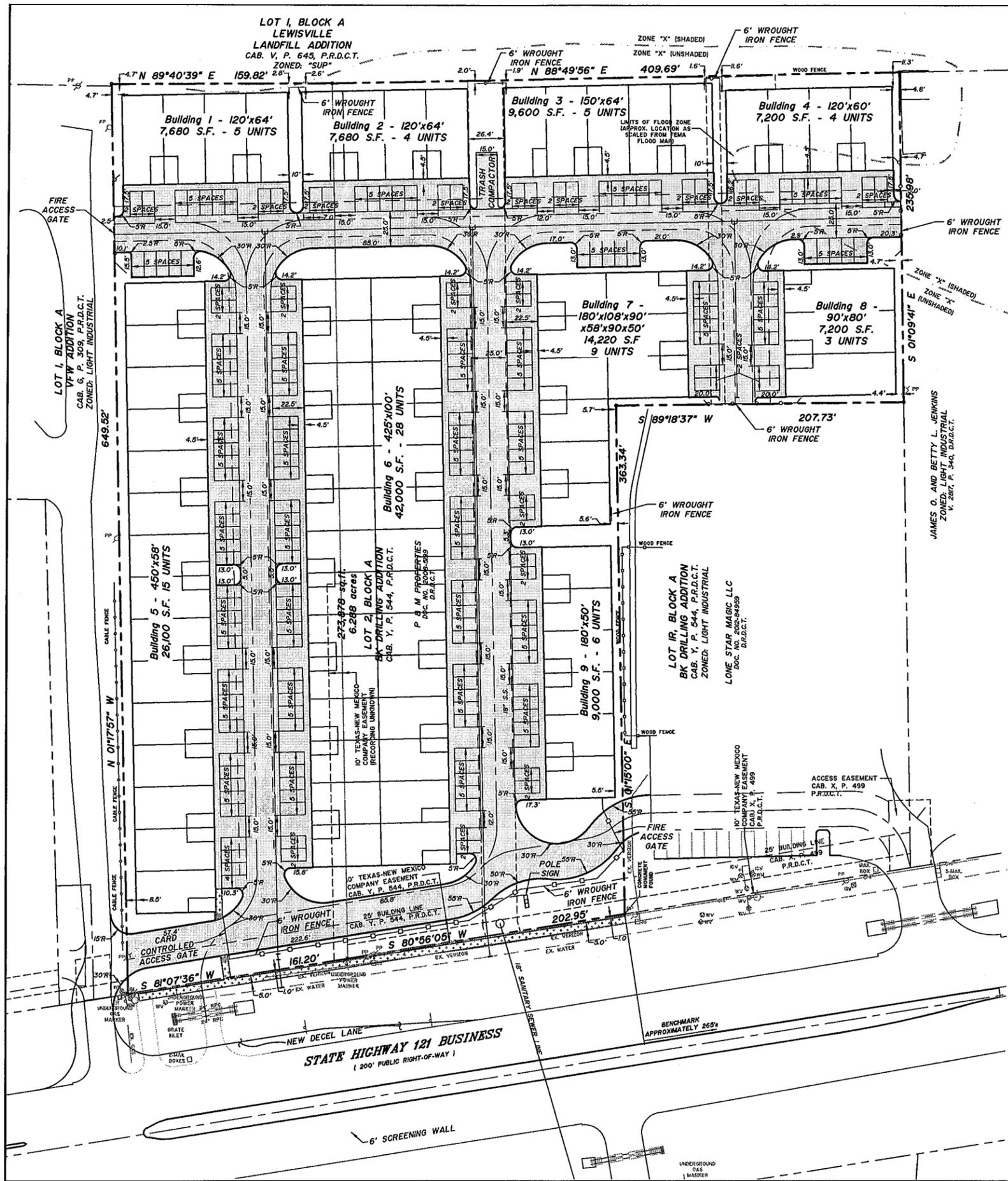
§

COUNTY OF DALLAS §

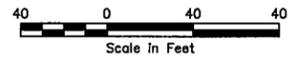
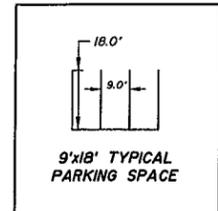
This instrument was acknowledged before me on July 17, 2015, by Harold Peck, as President of Prestige Garage LLC, a limited liability Corp.

  
Notary Public, State of Texas





- LEGEND**
- PROPERTY LINE
  - - - EASEMENT LINE
  - - - SETBACK LINE
  - 6-FOOT SPLIT FACE CMU SCREENING WALL
  - 6-FOOT WROUGHT IRON FENCE
  - +++ 4" REINFORCED CONCRETE SIDEWALK PER LEWISVILLE STANDARDS
  - 6" 3,600 PSI CONCRETE PAVEMENT REINFORCED WITH NO. 3 REBAR ON 18" CENTERS.



**SITE DATA SUMMARY TABLE - PRESTIGE OFFICE / WAREHOUSE**

LOT AREA = 6.288 ACRES
BUILDING SQUARE FOOTAGE = 130,680 SQUARE FEET
WAREHOUSE SPACE = 115,080 SQUARE FEET
OFFICE SPACE = 15,600 SQUARE FEET
REQUIRED SETBACKS:
FRONT = 25 FEET
SIDE = 0 FEET
REAR = 0 FEET
PARKING REQUIRED:
WAREHOUSE: 115,080/1,000 = 116 SPACES
OFFICE: 15,600 S.F. = 78 SPACES
TOTAL REQUIRED = 194 SPACES
PARKING PROVIDED = 199 SPACES
INTERIOR LANDSCAPING REQUIRED:
90,000 SQUARE FEET OF PAVING X 10% = 9,000 SQUARE FEET
INTERIOR LANDSCAPING PROVIDED = 12,300 SQUARE FEET

- LEGEND**
- POWER POLE
  - ⊙ WATER METER
  - ⊙ WATER VALVE
  - ⊙ LIGHT STANDARD
  - ⊙ TRANSFORMER
  - ⊙ FIRE HYDRANT
  - ⊙ CLEANOUT
  - ⊙ IRRIGATION CONTROL VALVE
  - ⊙ JUNCTION BOX
  - ⊙ WATER VAULT
  - ⊙ GAS METER
  - ⊙ GAS VALVE
  - ⊙ METAL SIGN
  - ⊙ POWER POLE ANCHOR
  - ⊙ SANITARY SEWER MANHOLE
  - ⊙ OVERHEAD POWER LINE
  - ⊙ FENCE
  - ⊙ AIR CONDITION UNIT
  - ⊙ TELEPHONE RISER
  - ⊙ CABLE RISER
  - ⊙ ELECTRIC METER
  - ⊙ GRATE INLET
  - ⊙ FLOOD LIGHT
  - ⊙ MONITORING WELL

**BENCHMARK:**  
 SQUARE CUT WITH "X" CUT SET ON CONCRETE MEDIAN ACROSS FROM 999 TEXAS 121 BUSINESS, APPROXIMATELY 265' FROM A CONCRETE MONUMENT FOUND FOR THE SOUTHEAST CORNER OF P&M PROPERTIES ALONG THE NORTH RIGHT-OF-WAY LINE OF TEXAS 121 BUSINESS.  
 ELEV.=467.28

APPLICANT/OWNER/DEVELOPER:  
 P & M PROPERTIES, LTD.  
 MR. HAROLD PECK  
 2137 E. HICKORY HILL  
 ARGYLE, TEXAS 76226  
 (214) 415-1011

ENGINEER/SURVEYOR:  
 ROBERT W. SCHNEEBERG, P.E., R.P.L.S.  
 GONZALEZ & SCHNEEBERG, INC.  
 660 NORTH CENTRAL EXPRESSWAY, SUITE 250  
 PLANO, TEXAS 75074  
 (972) 516-8855

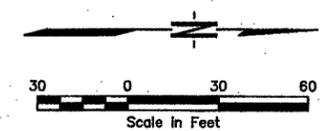
**EXHIBIT "A"**  
**SITE PLAN**  
 FOR  
**PRESTIGE OFFICE/WAREHOUSE**  
**6.288 ACRES - ZONED "I1"**

PROJ. NO.: 6293-14-05-16

**Gonzalez & Schneeburg**  
 engineers ■ surveyors (972) 516-8855 Fax:(972) 516-8801

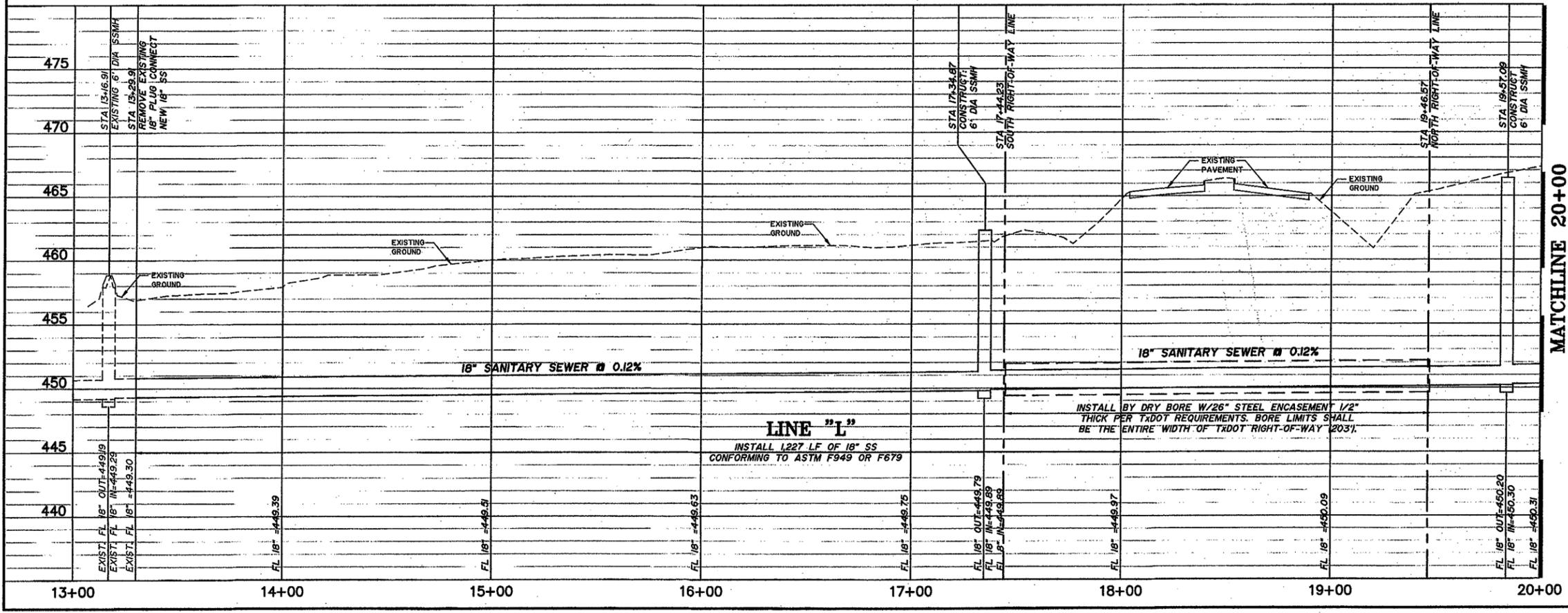
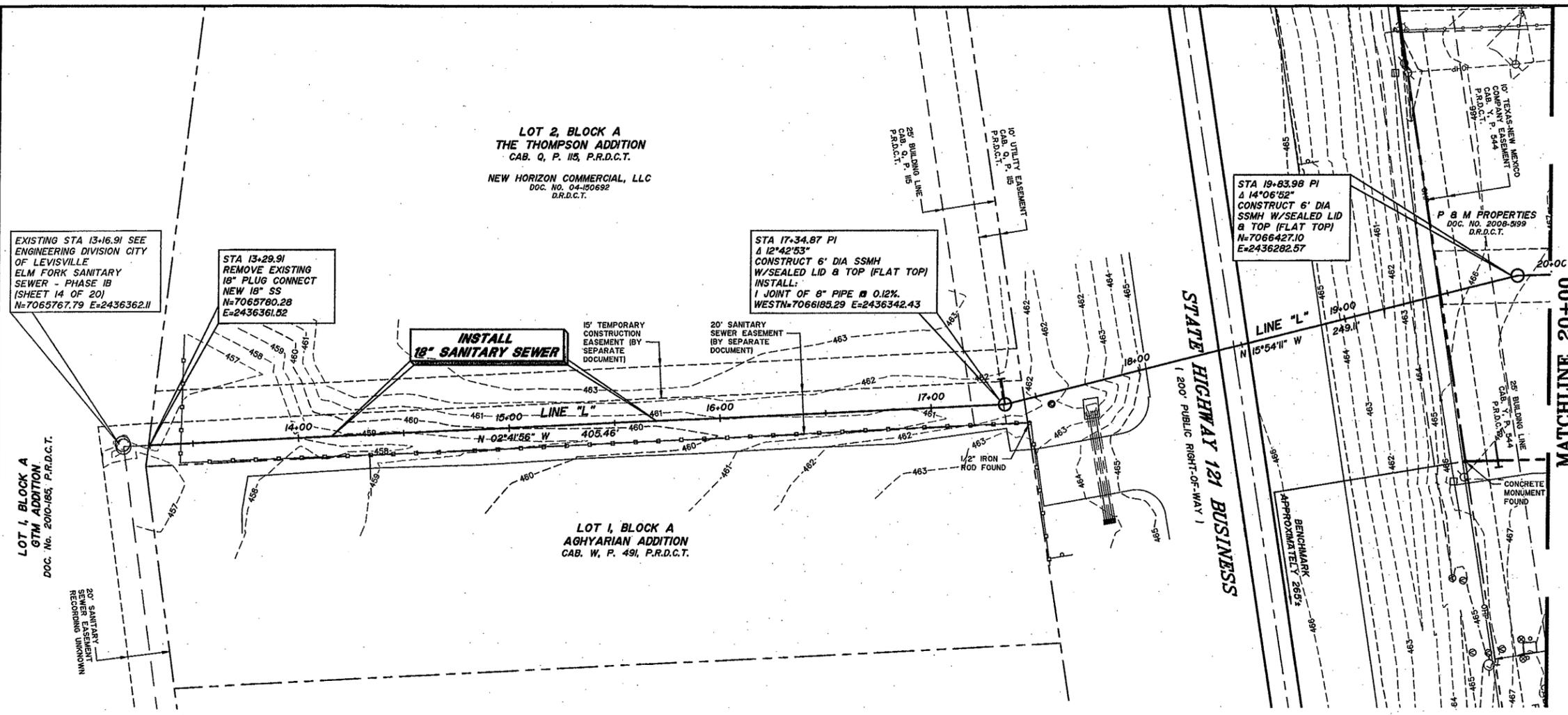
860 N. Central Expressway  
 Suite 250, Plano, Texas 75074

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
GSES	GSES	JUNE 2015	H: 1"=30' V: 1"=5'			



LEGEND

- P POWER POLE
- ⊙ W WATER METER
- ⊙ W WATER VALVE
- ⊙ T LIGHT STANDARD
- ⊙ T TRANSFORMER
- ⊙ F FIRE HYDRANT
- ⊙ C CLEANOUT
- ⊙ I IRRIGATION CONTROL VALVE
- ⊙ J JUNCTION BOX
- ⊙ W WATER VAULT
- ⊙ G GAS METER
- ⊙ V GAS VALVE
- ⊙ S METAL SIGN
- ⊙ P POWER POLE ANCHOR
- ⊙ S SANITARY SEWER MANHOLE
- ⊙ P OVERHEAD POWER LINE
- ⊙ F FENCE
- ⊙ A/C AIR CONDITION UNIT
- ⊙ T/R TELEPHONE RISER
- ⊙ C/R CABLE RISER
- ⊙ E/M ELECTRIC METER
- ⊙ G/I GRATE INLET
- ⊙ F/L FLOOD LIGHT
- ⊙ M/W MONITORING WELL



BENCHMARK:

SQUARE CUT WITH "\*" CUT SET ON CONCRETE MEDIAN ACROSS FROM 999 TEXAS 121 BUSINESS, APPROXIMATELY 265' FROM A CONCRETE MONUMENT FOUND FOR THE SOUTHEAST CORNER OF P&M PROPERTIES ALONG THE NORTH RIGHT-OF-WAY LINE OF TEXAS 121 BUSINESS. ELEV.=467.28

*Robert W. Schneeberg*  
 ROBERT W. SCHNEEBERG  
 ENGINEERS & SURVEYORS, P.C.  
 REGISTRATION P-3715  
 STATE OF TEXAS  
 PROFESSIONAL ENGINEER  
 65352  
 6/30/15

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ROBERT W. SCHNEEBERG, P.E. 65352 ON 06/30/2015. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

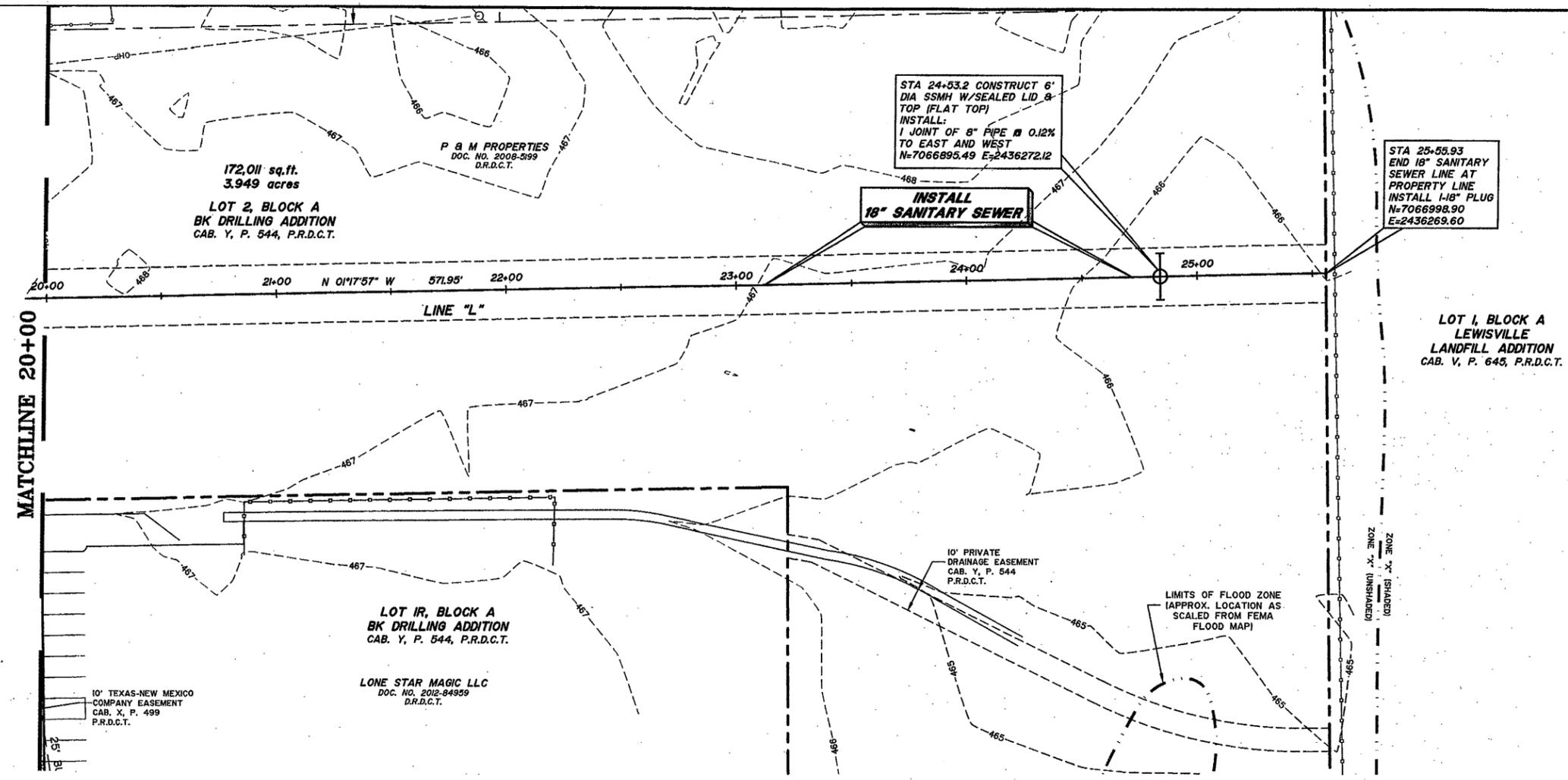
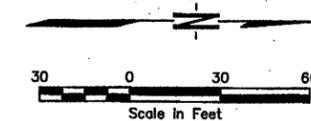
SANITARY SEWER PLAN AND PROFILE CONTINUATION LINE "L" FOR ELM FORK TRUNK SEWER PHASE 3

C1

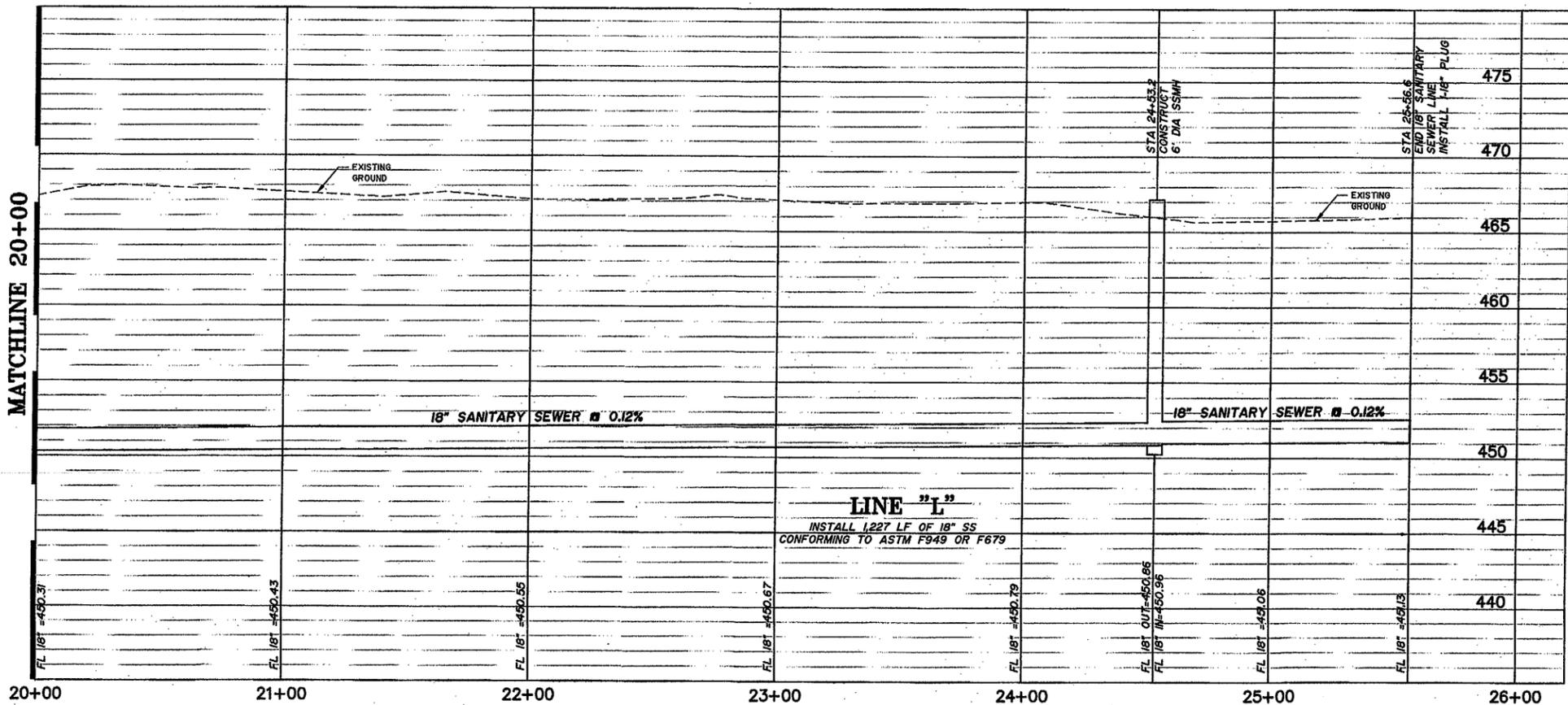
PROJ. NO.: 6293-14-05-18

**Gonzalez & Schneeberg** engineers = surveyors 660 N. Central Expressway Suite 200, Plano, Texas 75074 (972) 516-8855 Fax:(972) 516-8901

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
GSES	GSES	JANUARY 2015	H: 1"=30' V: 1"=5'			



- LEGEND**
- /sp POWER POLE
  - /wm WATER METER
  - /wv WATER VALVE
  - ☆ LIGHT STANDARD
  - /tr TRANSFORMER
  - /fh FIRE HYDRANT
  - /cc CLEANOUT
  - /cv IRRIGATION CONTROL VALVE
  - /jb JUNCTION BOX
  - /wv WATER VAULT
  - /gm GAS METER
  - /gv GAS VALVE
  - /ms METAL SIGN
  - /pa POWER POLE ANCHOR
  - /ss SANITARY SEWER MANHOLE
  - /op OVERHEAD POWER LINE
  - /f FENCE
  - /ac AIR CONDITION UNIT
  - /tr TELEPHONE RISER
  - /cr CABLE RISER
  - /em ELECTRIC METER
  - /il GRATE INLET
  - /fl FLOOD LIGHT
  - /mw MONITORING WELL



**BENCHMARK:**  
 SQUARE CUT WITH "X" CUT SET ON CONCRETE MEDIAN ACROSS FROM 999 TEXAS 121 BUSINESS, APPROXIMATELY 265' FROM A CONCRETE MONUMENT FOUND FOR THE SOUTHEAST CORNER OF P&M PROPERTIES ALONG THE NORTH RIGHT-OF-WAY LINE OF TEXAS 121 BUSINESS.  
 ELEV.=467.28



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ROBERT W. SCHNEEBERG, P.E. 63382 ON 06/30/2015. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

**SANITARY SEWER PLAN AND PROFILE CONTINUATION LINE "L" FOR ELM FORK TRUNK SEWER PHASE 3**

(C2)

PROJ. NO.: 6283-14-05-16

**Gonzalez & Schneeberg** 660 N. Central Expressway  
 engineers = surveyors Suite 250, Plano, Texas 75074  
 (972) 516-8865 Fax: (972) 516-8901

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
GSES	GSES	JANUARY 2015	H: 1"=30' V: 1"=5'			

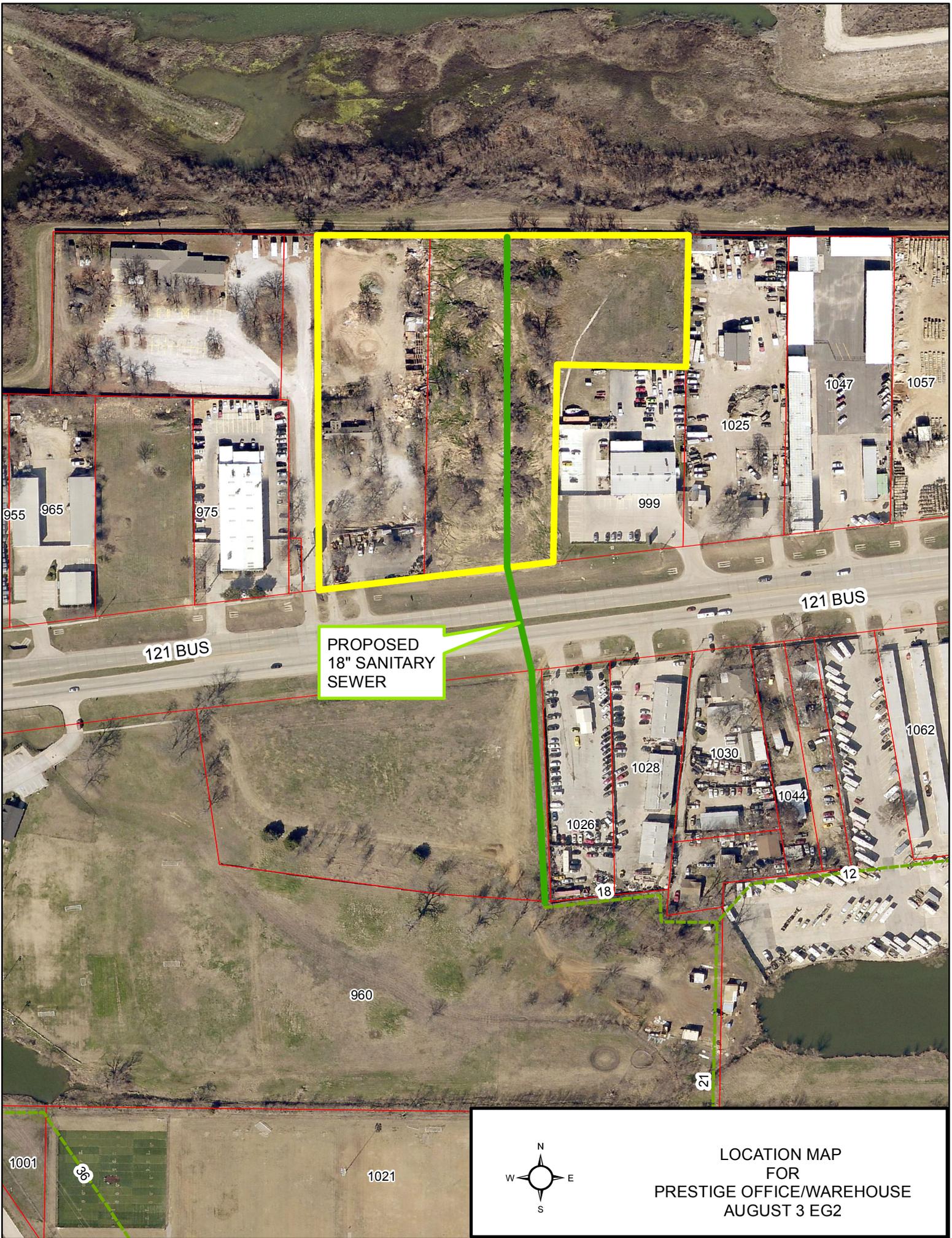
AN 05/25/11 11:17 AM 171 UC 0071 21155451 1000 02701

**Construction Estimate**  
**Elm Fork Trunk Sewer - Line "L" Extension**  
**Sanitary Sewer Public Improvement Project**  
City of Lewisville, Denton County, Texas

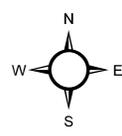
No.	Quantity	Unit	Item	Unit Price	Total
<b>Sanitary Sewer Line</b>					
1	1227	LF	12" F949 or F679 Gravity Sewer Pipe	\$45.00	\$55,215.00
2	50	LF	8" SDR 26 PVC Gravity Sewer Pipe	\$40.00	\$2,000.00
3	202	LF	Bore with 20" steel casing pipe with 1/2" thick walls	\$500.00	\$101,000.00
4	3	Ea	5' Dia Sanitary Sewer Manhole	\$10,000.00	\$30,000.00
5	1	Ea	12" Plug	\$400.00	\$400.00
6	5	Ea	8" Plugs	\$100.00	\$500.00
7	1	Ea	Connect to Existing Sewer Stubout	\$2,000.00	\$2,000.00
8	1	LS	Mobilization	\$7,500.00	\$7,500.00
				Subtotal =	\$198,615.00
<b>Miscellaneous</b>					
8	1277	LF	Trench Safety	\$2.50	\$3,192.50
9	1	LS	Testing - Mandrel, Vacuum, Pressure, TV, etc.	\$6,500.00	\$6,500.00
10	1	LS	Traffic Control	\$2,500.00	\$2,500.00
11	1	LS	Erosion Control (Silt Fence, Rock Check Dam etc.)	\$4,000.00	\$4,000.00
12	1277	LF	Surveying and Layout	\$1.75	\$2,234.75
13	1	LS	Bonds ( 2.5%)	\$4,965.38	\$4,965.38
				Subtotal =	\$23,392.63
<b>Total Hard Costs =</b>					\$222,007.63
<b>Design Services</b>					
14	1	LS	Surveying and Engineering Plans	\$20,000.00	\$20,000.00
<b>Grand Total =</b>					\$242,007.63
<p>Note: All bends, Tees, fittings, joint restraints, embedment, thrust blocks, plug, Tracer Marking tape, clearing, construction staking, and back fill compaction (NCTCOG standards) shall be included in the unit costs.</p>					

**Construction Estimate**  
**Elm Fork Trunk Sewer - Line "L" Extension**  
**Sanitary Sewer Public Improvement Project**  
City of Lewisville, Denton County, Texas

No.	Quantity	Unit	Item	Unit Price	Total
<b>Sanitary Sewer Line</b>					
1	1227	LF	18" F949 or F679 Gravity Sewer Pipe	\$70.00	\$85,890.00
2	50	LF	8" SDR 26 PVC Gravity Sewer Pipe	\$40.00	\$2,000.00
3	202	LF	Bore with 26" steel casing pipe with 1/2" thick walls	\$625.00	\$126,250.00
4	3	Ea	6' Dia Sanitary Sewer Manhole	\$12,500.00	\$37,500.00
5	1	Ea	18" Plug	\$500.00	\$500.00
6	5	Ea	8" Plugs	\$100.00	\$500.00
7	1	Ea	Connect to Existing Sewer Stubout	\$2,000.00	\$2,000.00
8	1	LS	Mobilization	\$7,500.00	\$7,500.00
				Subtotal =	\$262,140.00
<b>Miscellaneous</b>					
8	1277	LF	Trench Safety	\$2.50	\$3,192.50
9	1	LS	Testing - Mandrel, Vacuum, Pressure, TV, etc.	\$6,500.00	\$6,500.00
10	1	LS	Traffic Control	\$2,500.00	\$2,500.00
11	1	LS	Erosion Control (Silt Fence, Rock Check Dam etc.)	\$4,000.00	\$4,000.00
12	1277	LF	Surveying and Layout	\$1.75	\$2,234.75
13	1	LS	Bonds ( 2.5%)	\$6,553.50	\$6,553.50
				Subtotal =	\$24,980.75
<b>Total Hard Costs =</b>					<b>\$287,120.75</b>
<b>Design Services</b>					
14	1	LS	Surveying and Engineering Plans	\$20,000.00	\$20,000.00
<b>Grand Total =</b>					<b>\$307,120.75</b>
<p>Note: All bends, Tees, fittings, joint restraints, embedment, thrust blocks, plug, Tracer Marking tape, clearing, construction staking, and back fill compaction (NCTCOG standards) shall be included in the unit costs.</p>					



PROPOSED  
18" SANITARY  
SEWER



LOCATION MAP  
FOR  
PRESTIGE OFFICE/WAREHOUSE  
AUGUST 3 EG2

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** David Salmon, City Engineer

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

**DATE:** July 2, 2015

**SUBJECT:** **Consideration of an Amendment to the Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals Between the Texas Department of Transportation and the City of Lewisville to Add the Maintenance of the Signal at F.M. 423 and Lake Highlands Drive and; Authorize the City Manager to Execute the Agreement.**

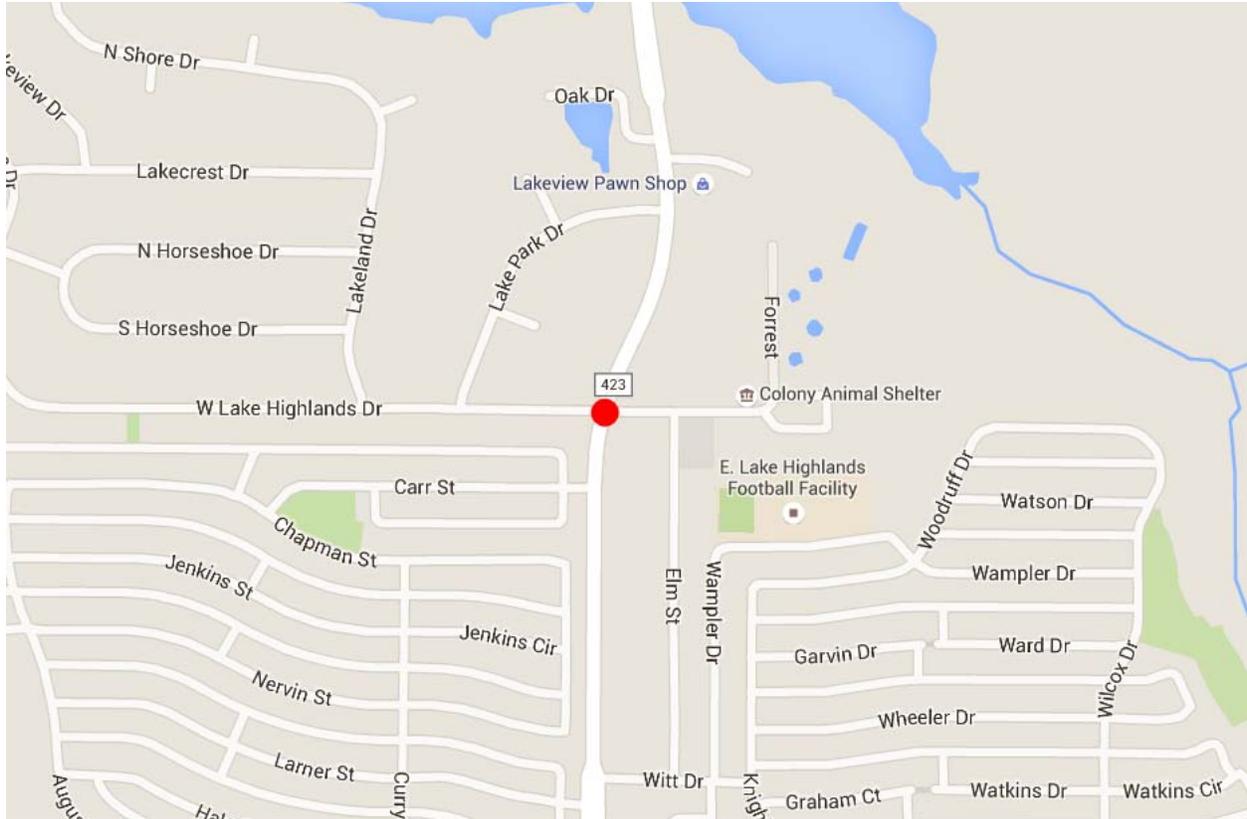
### BACKGROUND

TXDOT typically maintains signals on State roadways within cities of less than 50,000 population as those smaller cities generally don't have the appropriate staff capabilities. Once a city surpasses 50,000 population, TXDOT typically enters an agreement with that City for the City to take over maintenance of the signals along the TXDOT roadways. The City of Lewisville has served as a partner to the Texas Department of Transportation for the maintenance of the TXDOT traffic signals within the City and several surrounding cities of less than 50,000 population since 1999. Lewisville's agreement covers TXDOT signals within the Cities of Coppell, Corinth, The Colony, Hickory Creek and Lake Dallas. In 2009 the original agreement was revised to allow for increased costs associated with the maintenance of the signals outside of the City and to amend the locations included. The City presently maintains several signals along F.M. 423 in the Colony including the signals at the Sam Rayburn Tollway Service Roads; at Memorial Lane; at Cougar Alley; at the QuikTrip Driveway; at South Colony Boulevard; and at North Colony Boulevard. TxDOT is constructing an additional signal on F.M. 423 at Highland Drive as part of the F.M. 423 widening project that is now ongoing. The addition of the signal at Highland Drive will bring the total to seven signals along the F.M. 423 corridor maintained by the City of Lewisville. There are no changes proposed for any of the other cities included in the agreement.

### ANALYSIS

The City of The Colony is below the population threshold of fifty thousand residents which would require it to take ownership of the traffic signals within its borders. Thus, TxDOT has requested that the City of Lewisville add this new signal to the others already maintained by the City on F.M. 423. Since the signal is a standard four-leg intersection with a single controller and cabinet, the reimbursement to the City will be at the same rate as the signals at North Colony Boulevard down to Memorial Lane (\$4,195.00 per year).

Subject: Amendment to the Interlocal Agreement adding Highland Drive at F.M. 423  
July 2, 2015  
Page 2



(Location of New Traffic Signal at Lake Highlands Dr. and FM 423)

This item is considered an administrative action and was not submitted before the Transportation Board.

**RECOMMENDATION**

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



# Texas Department of Transportation

4777 E. HWY 80, MESQUITE, TEXAS 75150 | WWW.TXDOT.GOV

RECEIVED

May 14, 2015

MAY 21 2015

Contract #18-0XXM5003  
Voluntary Interlocal Cooperation Agreement  
For the Operation and Maintenance of Traffic Signals  
Amendment #2

CD/ENGINEERING

Mr. Kevin Nims, PE  
Traffic Engineering  
City of Lewisville  
PO Box 299002  
Lewisville, TX 75029-9002

Dear Mr. Nims:

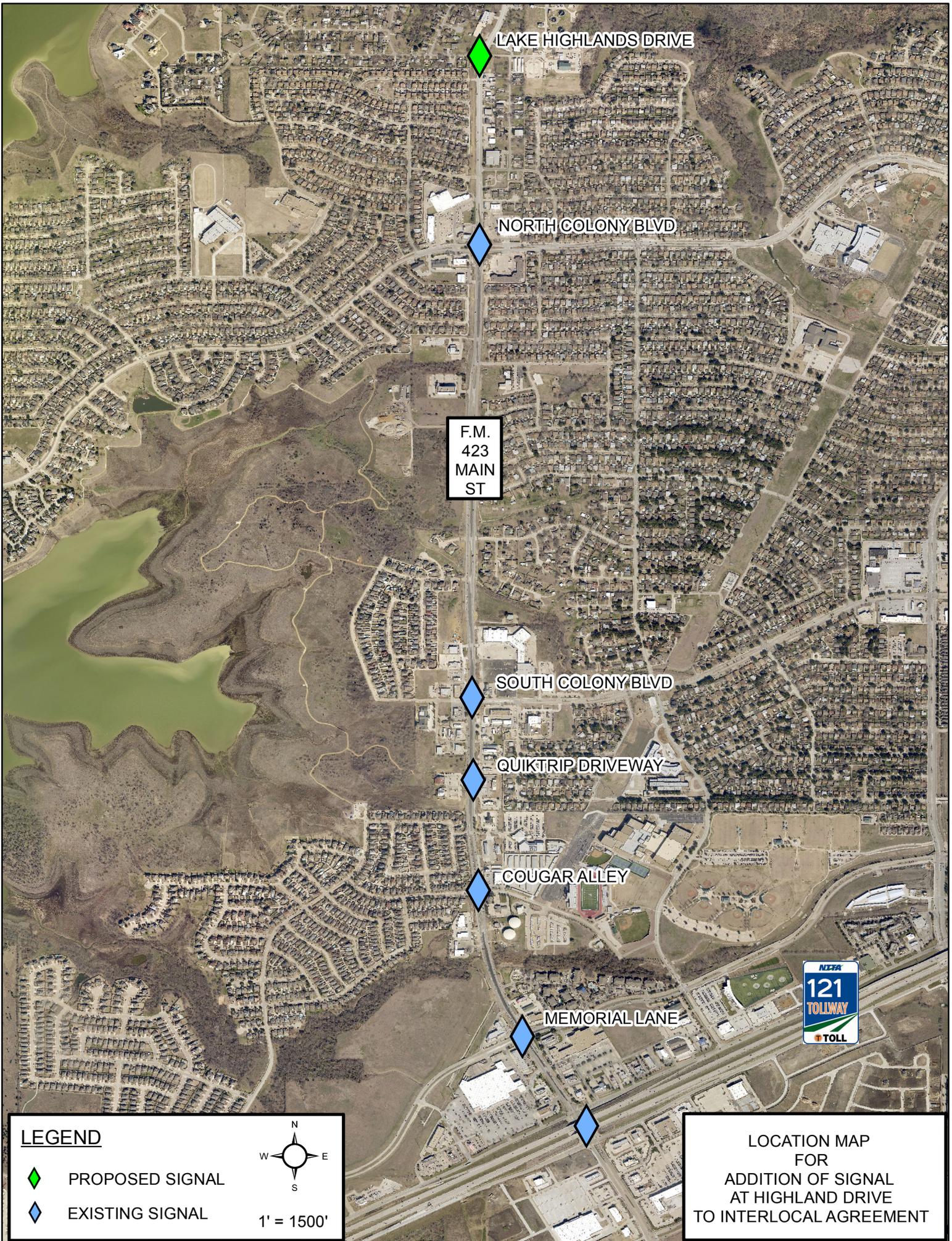
Please find attached, seven (7) original *Amendments #2 to the Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals* that adds FM 423 at Lake Highlands to the agreement for your review and approval. If all is satisfactory, please obtain authorized signatures to all originals and forward all originals to the City of Coppell for their signature.

If you have any questions, feel free to contact Angela Green at 214-320-4432.

Sincerely,

Andrew R. Oberlander, P.E.  
District Transportation Operations Engineer

Attachments



LAKE HIGHLANDS DRIVE

NORTH COLONY BLVD

F.M.  
423  
MAIN  
ST

SOUTH COLONY BLVD

QUIKTRIP DRIVEWAY

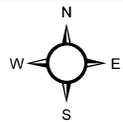
COUGAR ALLEY

MEMORIAL LANE



**LEGEND**

-  PROPOSED SIGNAL
-  EXISTING SIGNAL



1" = 1500'

LOCATION MAP FOR  
ADDITION OF SIGNAL  
AT HIGHLAND DRIVE  
TO INTERLOCAL AGREEMENT

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AMENDMENT TO VOLUNTARY INTERLOCAL COOPERATION AGREEMENT  
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS  
Amendment Number 2**

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals to amend said Agreement as follows:

Article 4 – Compensation (a) shall be voided in its entirety and replaced with the following:

Article 4 – Compensation (a) The maximum amount payable under this Agreement is \$77,360 per year.

Exhibit 1-A shall be voided in its entirety and replaced with the attached EXHIBIT 1-B to add FM 423 at Lake Highlands.

This amendment shall become effective when fully executed. All other terms and conditions of the above numbered Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals not hereby amended remain in full force and effect.

**ADMINISTRATOR—CITY OF LEWISVILLE**

By \_\_\_\_\_ Date \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED OR PRINTED NAME AND TITLE

Title \_\_\_\_\_

**LOCAL GOVERNMENT—CITY OF COPPELL**

By \_\_\_\_\_ Date \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED OR PRINTED NAME AND TITLE

Title \_\_\_\_\_

**LOCAL GOVERNMENT—CITY OF CORINTH**

By \_\_\_\_\_ Date \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED OR PRINTED NAME AND TITLE

Title \_\_\_\_\_

**LOCAL GOVERNMENT—CITY OF THE COLONY**

By \_\_\_\_\_ Date \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED OR PRINTED NAME AND TITLE

Title \_\_\_\_\_

**LOCAL GOVERNMENT—TOWN OF HICKORY CREEK**

By \_\_\_\_\_ Date \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED OR PRINTED NAME AND TITLE

Title \_\_\_\_\_

**LOCAL GOVERNMENT—CITY OF LAKE DALLAS**

By \_\_\_\_\_ Date \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED OR PRINTED NAME AND TITLE

Title \_\_\_\_\_

**FOR THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
James K. Selman, P.E.  
Dallas District Engineer

EXHIBIT 1-B

Signalized intersections with one (1) controller on State Highways located within the Local Government of The Colony.

SH 121 at Standridge  
SH 121 at FM 423/Crider  
SH 121 at Paige/Plano Parkway  
**FM 423 at Lake Highlands**  
FM 423 at Memorial Drive  
FM 423 at Cougar Alley  
FM 423 at South Colony  
FM 423 at North Colony  
FM 423 at Quick Trip Driveway

Signalized intersections with one (1) controller on State Highways located within the Local Government of Coppell.

SH 121 at Denton Tap Road

Signalized intersections with one (1) controller on State Highways located within the Local Governments of Corinth, Hickory Creek and Lake Dallas.

IH35E at FM 2181 (Swisher)

Signalized intersections with one (1) controller on State Highways located within the Local Governments of Corinth and Hickory Creek.

FM 2181 (Teasley Drive) at Hickory Creek Blvd.  
FM 2181 (Teasley Drive) at Town Hall/Garrison  
FM 2181 (Teasley Drive) at Parkridge/Sycamore Bend

Signalized intersections with one (1) controller on State Highways located within the Local Government of Corinth.

FM 2181 at Post Oak  
FM 2181 at FM 2499

Signalized intersections with two (2) controllers on State Highways located within the Local Government of Corinth.

IH35E at Corinth Parkway  
IH 35E at Post Oak

**CITY OF LEWISVILLE, TEXAS**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REGARDING THE DELIVERY OF  
UNSOLICITED OR UNSUBSCRIBED NEWSPAPERS  
ON PRIVATE PROPERTY.**

**WHEREAS**, newspapers serve a vital role in providing information to the public and home delivery is an important tool used by newspapers to reach potential readers; and,

**WHEREAS**, the distribution of unsolicited and unsubscribed newspapers upon residential property in the City of Lewisville (the “City”) creates widespread litter, which is unsightly, unhealthy, and for many elderly and disabled residents, difficult to remove or dispose of when accumulated, which becomes a nuisance when blown around neighborhoods by wind or when wet and destroyed by the elements, or run over by vehicles; and

**WHEREAS**, the distribution of unsolicited and unsubscribed newspapers upon residential property in the City creates a security concern for residents when unwanted newspapers accumulate, sending a signal to nefarious persons that the resident is not home, thereby increasing the risk of burglary of homes and robbery of residents; and

**WHEREAS**, unsolicited and unsubscribed newspapers accumulate and enter into creeks, waterways and other nearby open space areas damaging the appearance of these natural areas; and

**WHEREAS**, public funds are spent every year cleaning up the unsightly material which accumulates due to delivery of unsolicited and unsubscribed newspapers; and

**WHEREAS**, recipients of unsolicited and unsubscribed newspapers may request the discontinuation of the delivery of said newspapers, the City has received complaints from its citizens that delivery resumes after a period of time; and

**WHEREAS**, the personnel that delivers the unsolicited and unsubscribed newspapers are considered contractors, the publishers of said newspapers have influence over the delivery process; and

**WHEREAS**, unlike the delivery of unsolicited and unsubscribed newspapers, recipients who request delivery of newspapers expect to receive them and such newspapers are not left on property in such a way that creates widespread litter, which is unsightly, unhealthy, or which become a nuisance when blown around neighborhoods by wind or when they are wet and destroyed by the element, or run over by vehicles; and

**WHEREAS**, the City Council finds that the passage of this Resolution is in the best interest of the citizens of Lewisville.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:**

**Section 1.** All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

**Section 2.** The City Council of the City of Lewisville urges publishers of unsolicited and unsubscribed newspapers to ensure that the delivery of said newspapers is made in such a way as to avoid the ill effects set forth in the recitals above.

**Section 3.** If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

**Section 4.** This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

\_\_\_\_\_  
Rudy Durham, Mayor

ATTEST:

\_\_\_\_\_  
Julie Heinze, City Secretary

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

APPROVED AS TO FORM:

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



**LEWISVILLE**

Deep Roots. Broad Wings. Bright Future.

**MEMORANDUM**

**TO:** Mayor Rudy Durham  
Mayor Pro Tem R Neil Ferguson  
Deputy Mayor Pro Tem Greg Tierney  
Councilman TJ Gilmore  
Councilman Leroy Vaughn  
Councilman Brent Daniels

**FROM:** Donna Barron, City Manager

**DATE:** July 30, 2015

**SUBJECT: Provide Direction to Staff Regarding G.O. Bond Program for Inclusion in the Required Election Ordinance.**

**BACKGROUND**

The Blue Ribbon Capital Planning Committee recommended a G.O. Bond program which included a listing of Street, Parks and Recreation and Public Safety Projects totaling \$117M. These projects were discussed at the 2015 City Council Retreat.

On May 29, 2015, at a Called Special Session meeting, Council reviewed the recommended projects. Council requested staff to set up tours of Recreation Centers/Senior Centers in adjacent communities.

**ANALYSIS**

Tours were conducted on June 25 (Flower Mound) and June 26 (Grapevine). After taking these tours staff engaged Barker Rinker Seacat Architecture (BRS) to prepare a cost estimate for a multi-generational recreation center at Memorial Park. Based on the additional cost of the multi-generational facility the total bond package was increased to \$122M. The adjustments were then categorized into the Parks and Recreation component of the bond package. In addition, BRS estimated the cost to add the aquatic component at \$13M.

Staff is preparing the election ordinance to call a November G.O. Bond Program election for Council consideration at the August 17, 2015 Council meeting. Staff is seeking direction from Council of the proposed projects to be considered for inclusion in the required election ordinance.

**RECOMMENDATION**

It is City staff's recommendation that the City Council provide direction to staff regarding projects to be included in the Bond Program for development of an ordinance to call a November election.