



# Lewisville City Council

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



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**A G E N D A**

**LEWISVILLE CITY COUNCIL MEETING  
JUNE 19, 2017**

**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. Utility Capital Improvement Project Update
- B. Salary Survey / Police Hiring Update
- C. Discussion of Regular Agenda Items and Consent Agenda Items

**REGULAR SESSION – 7:00 P.M.**

- A. **INVOCATION:** Mayor Pro Tem Gilmore
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Ferguson
- C. **Consideration of Items Relating to the June 10, 2017, City of Lewisville Councilman Place No. 1 Runoff Election:**
  - 1. Canvass of the Election Returns for the Runoff Election
  - 2. Consideration of a Resolution Declaring the Results of the Runoff Election
  - 3. Presentation of Certificate of Election by Mayor Durham and Oath-of-Office to Newly Elected Council Member – Place No. 1 by City Secretary Julie Heinze.

**AGENDA  
LEWISVILLE CITY COUNCIL  
JUNE 19, 2017**

D. **PROCLAMATION:** Declaring the Week of June 19-25, 2017 as “Amateur Radio Week”

E. **PUBLIC HEARINGS:**

1. **Public Hearing:** Consideration of a Zone Change Request From Office District (OD) to Old Town Mixed Use 2 District (OTMU2), on an Approximately 0.553-Acre Tract of Land out of the J.W. King Survey, Abstract No. 696, Located on the West Side of North Hatcher Avenue Approximately 200 Feet North of West Main Street, at 143 North Hatcher Avenue, as Requested by Macario Corona Patino and Maria Consuelo Lopez Sanchez, the Property Owners (Case No. PZ-2017-06-11).

**ADMINISTRATIVE COMMENTS:**

The owner plans to plat and build a new single family home on the property. The request is consistent with Old Town Master Plan and other zoning in the area. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of June 6, 2017.

**RECOMMENDATION:**

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

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

**QUESTIONS:**

2. **Public Hearing:** Consideration of a Zone Change Request From General Business District (GB) to Old Town Center Business District (OTC), on Approximately 0.068 Acres, Legally Described as a Portion of Lot 7, Block 6, Original Town of Lewisville; Located on the North Side of West Main Street Approximately 215 Feet West of North Mill Street, at 135 West Main Street, as Requested by Amanda Ferguson-Owens, Denton Creek Partners Management, LLC, the Property Owner (Case No. PZ-2017-06-12).

**ADMINISTRATIVE COMMENTS:**

This zone change will bring this property into compliance with the Old Town Master Plan. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of June 6, 2017.

**AGENDA  
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**RECOMMENDATION:**

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

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

- F. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.
- G. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
3. **APPROVAL OF MINUTES:** 1) City Council Minutes of the May 15, 2017, Workshop Session and Regular Session; and 2) City Council Minutes of the May 30, 2017, Special Workshop Session and Regular Session.
4. **Approval of Amendments to Agreements Between Lewisville Crime Control & Prevention District, Lewisville Fire Control & Prevention District, and City of Lewisville and MuniServices, LLC; and Authorization for the City Manager to Execute the Amendments.**

**ADMINISTRATIVE COMMENTS:**

The City of Lewisville, Lewisville Crime Control & Prevention and Lewisville Fire Control & Prevention currently have agreements in place with MuniServices, LLC for the detection, documentation, and correction of errors, omissions, and misallocations in the collection of sales and use taxes. The City and each District are separate taxing entities requiring separate agreements. The amendments with the Districts will extend these services until written notice by either party which is the same terms as in the City's agreement. All the amendments reflect a decrease in the compensation percentage from 32.5 percent to 30 percent for all new revenues identified on or after July 1, 2017.

**RECOMMENDATION:**

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

**AGENDA  
LEWISVILLE CITY COUNCIL  
JUNE 19, 2017**

- 5. Approval of a Professional Service Agreement With RJN Group, Inc. for System Wide Flow Monitoring and Evaluation of the Wastewater Collection System, in the Amount of \$199,760; and Authorization for the City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

The City of Lewisville conducted flow monitoring in 2007 to evaluate the wastewater collection system for inflow and infiltration (I&I). After this monitoring the City completed numerous projects to reduce I&I. This monitoring will demonstrate the effectiveness of the projects completed to date, and help us prioritize future I&I related needs. The project includes installing 21 flow meters and several rain gauges throughout the City. Flow monitoring will take place during wet weather and dry weather to establish I&I rates. Data collected during this monitoring period will also be used in updating the Wastewater Master Plan.

**RECOMMENDATION:**

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

- 6. Approval of a Professional Services Agreement With Birkhoff, Hendricks & Carter, LLP for Professional Engineering Services for a Water Distribution and Wastewater Master Plan Update, in the Amount of \$60,000; and Authorize the City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

The City of Lewisville owns and operates a water distribution system and a wastewater collection system. As the City develops, redevelops, and considers the future annexation of Castle Hills, it is necessary to periodically review and update the Water Distribution Master Plan and the Wastewater Master Plan. The current master plans were last updated in 2010. This project will compile data from multiple sources, including land use plans, flow monitoring reports, City GIS systems, as-built drawings, etc., and add this information to the 2010 Master Plans. Hydraulic modeling will then be performed on both the water distribution system and the wastewater collection system. The result of this modeling will be new master plans with recommendations for improvements to accommodate fully developed future conditions.

**RECOMMENDATION:**

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

**AGENDA  
LEWISVILLE CITY COUNCIL  
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**H. REGULAR HEARING:**

- 7. Discussion and Consideration of Appointments to Various City Boards/Commissions/Committees.**

**ADMINISTRATIVE COMMENTS:**

On June 30, various terms of office on the City's boards, commissions, and committees will be expiring. Those positions have been identified and current appointees notified. The Board/Commission/Committee Appointment Process Electronic Notebook has been created for City Council's review. Data sheets for members requesting reappointment and all new applicants have been included in the book. At the June 5, 2017 City Council meeting, the following interview teams were set up: Mayor Pro Tem Gilmore and Councilman Jones; Councilman Ferguson and Councilman Daniels; and Mayor Durham.

**RECOMMENDATION:**

That the City Council proceed with the appointment process to the various City Boards/Commissions/Committees.

- 8. Consideration of Declaring Vacancies Exist in Place No. 4 on the Park Board and Place No. 3 on the Lewisville 2025 Advisory Board; and Consideration of Appointments to Place No. 4 on the Park Board and Place No. 3 on the Lewisville 2025 Advisory Board.**

**ADMINISTRATIVE COMMENTS:**

Bob Troyer will be sworn into Place No. 1 of the Lewisville City Council on June 19, 2017. As Mr. Troyer will now be serving as a City Council Member, he can no longer serve as a member on the Park Board and Lewisville 2025 Advisory Committee. The City Council will need to declare the vacancies and consider new appointments to fill both vacancies.

**RECOMMENDATION:**

That the City Council declare vacancies and consider appointments as set forth in the caption above.

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

**AGENDA  
LEWISVILLE CITY COUNCIL  
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- J. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.071 (Consultation with Attorney/Pending Litigation): *Oladipo v. City of Lewisville, Texas, et al.*, Case Number 3:16-CV-02433-N, United States District Court, Northern District of Dallas, Dallas Division.
  2. Section 551.071 (Consultation with Attorney): Legal issues related to nuisances and local regulation of sanitation
  3. Section 551.072 (Real Estate): Property Acquisition
  4. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- K. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- L. **ADJOURNMENT**

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

# Utility Capital Improvement Projects Update

JUNE 19 2017

1

- Lewisville maintains a 10-year Utility CIP Plan including

- Water Distribution
- Wastewater Collection
- Treatment Facilities
- Cash funded projects

- Several ongoing projects that may modify the 10-year plan

- Master Plan Update
- I & I Evaluation
- Infrastructure Assessment
- Cost increases could modify plan

Water & Sewer Capital Improvement Plan											
Project	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
Fleet Bldg (25%)								2,693,750			2,693,750
WL 16" ELV-Merdad/Josey	2,230,000										2,230,000
Powder Activated Carbon(PAC) Intake							2,100,000	1,800,000			3,900,000
Bioscrubber @ Hebron	600,000		600,000								1,200,000
WWTP Line Stabilization					400,000		3,000,000	3,000,000			6,400,000
Timbercreek Force Main		2,000,000	2,000,000								4,000,000
Timberbrook W&S Line Repl	GO 2,400,000										2,400,000
South Kealy W&S Line Repl	GO	500,000									500,000
SS Repl 21-30" McGee to PC											-
Raw Water Line behind Dam	2,000,000	2,500,000									4,500,000
Whipporwill Lift Station Pump/Valve		250,000		500,000		500,000		500,000		500,000	2,250,000
Corporate/Huffines W&S Line Repl	GO			1,400,000							1,400,000
Hoffords Prairie W&S Line Adjustments	GO	25,000									25,000
WTP Ozonation			1,800,000	1,000,000							2,800,000
WWTP UV Disinfection			1,700,000								1,700,000
Indian Creek/Crossroads Lift Station/Force Main			5,000,000	5,000,000							10,000,000
College W&S Line Repl	GO	300,000									300,000
Mill/121B W&S Line Repl	GO		100,000								100,000
Civic Circle W&S Line Repl	GO		50,000								50,000
Valley Parkway W&S Line Repl	GO			200,000							200,000
Whipporwill Force Main Repl					900,000						900,000
Plant to Mill 42" Water Line Repl				750,000							750,000
WWTP/Prairie Creek Lift Station					2,000,000						2,000,000
Kealy/Jones/Cowan W&S Line Repl	GO				500,000						500,000
Indian Oaks W&S Line Repl	GO				3,700,000						3,700,000
WTP Clearwell Repairs		250,000			250,000			250,000			750,000
WTP Disinfection Improvements						4,500,000				7,500,000	12,000,000
WWTP Disinfection Improvements					3,500,000	3,500,000					7,000,000
Valley 4 W&S Line Repl	GO					2,800,000					2,800,000
Railroad Street W&S Line Repl	GO						500,000				500,000
Cowan W&S Line Repl	GO						700,000				700,000
Valley Ridge W&S Line Repl	GO							100,000			100,000
North Side 121 Elevated Storage Tanks											-
Prairie Creek Lift Station Reconstruction				1,250,000	500,000	4,000,000			7,000,000		12,750,000
Meadow Glen W&S Line Repl	GO								1,600,000		1,600,000
SS Austin Ranch to Indian Creek Lift Station								2,000,000			2,000,000
Valley 1 W&S Line Repl	GO								1,600,000		1,600,000
WTP/WWTP Reuse Program											-
Bellaire W&S Line Repl	GO								800,000		800,000
Midway Ground Storage 3MG									1,250,000	3,500,000	4,750,000
East Side Pump Station Improvements									300,000		300,000
Wastewater Treatment Plant Imp.											-
Water Treatment Plant Imp.											-
Residential Subdivision W/SS	GO										-
Vista Ridge Lift Station Impr		2,810,000									2,810,000
W/SS Line Replacements/Other	2,000,000	-	1,000,000	500,000	-	-	1,000,000	2,500,000	2,500,000	500,000	10,000,000
											-
<b>Total Capital Needs</b>	<b>9,230,000</b>	<b>8,635,000</b>	<b>12,250,000</b>	<b>9,350,000</b>	<b>12,500,000</b>	<b>11,800,000</b>	<b>11,300,000</b>	<b>12,843,750</b>	<b>15,050,000</b>	<b>12,000,000</b>	<b>114,958,750</b>
<b>Cash Reserve Funding (Prior 10 Year Avg)</b>	<b>1,500,000</b>	<b>2,500,000</b>	<b>3,500,000</b>	<b>3,500,000</b>	<b>3,500,000</b>	<b>3,500,000</b>	<b>3,500,000</b>	<b>3,499,750</b>	<b>3,500,000</b>	<b>3,500,000</b>	<b>31,999,750</b>
<b>Bond Funding</b>	<b>7,730,000</b>	<b>6,135,000</b>	<b>8,750,000</b>	<b>5,850,000</b>	<b>9,000,000</b>	<b>8,300,000</b>	<b>7,800,000</b>	<b>9,344,000</b>	<b>11,550,000</b>	<b>8,500,000</b>	<b>82,959,000</b>

Projects above subject to change based on funding sources, scheduling. Projects above do not include meter reading technology.



# Midway Branch Lift Station & Force Main

3

- Midway Branch LS/Force Main cost estimate is \$11.4M
  - ▣ \$9.346M available
  - ▣ **May need additional funding**
  - ▣ Constructing a piece of the force main along Holfords Prairie Road in late 2017
  - ▣ Timing & final design of the remainder is uncertain due to easement and utility corridor conflicts on USACE property



# Midway West Water Main

4

- Midway West 24" transmission water main – construction \$5M
  - ▣ \$5M available – fully funded
  - ▣ Original estimate done in FY 11/12
  - ▣ Construction expected in Late Fall 2017
  - ▣ Currently working to finalize easement acquisition from Landfill
  - ▣ Latest estimate includes cost of environmental mitigation, construction escalation, and ROW cost



# Evaluation of IH 35 Elevated Storage Tank

5

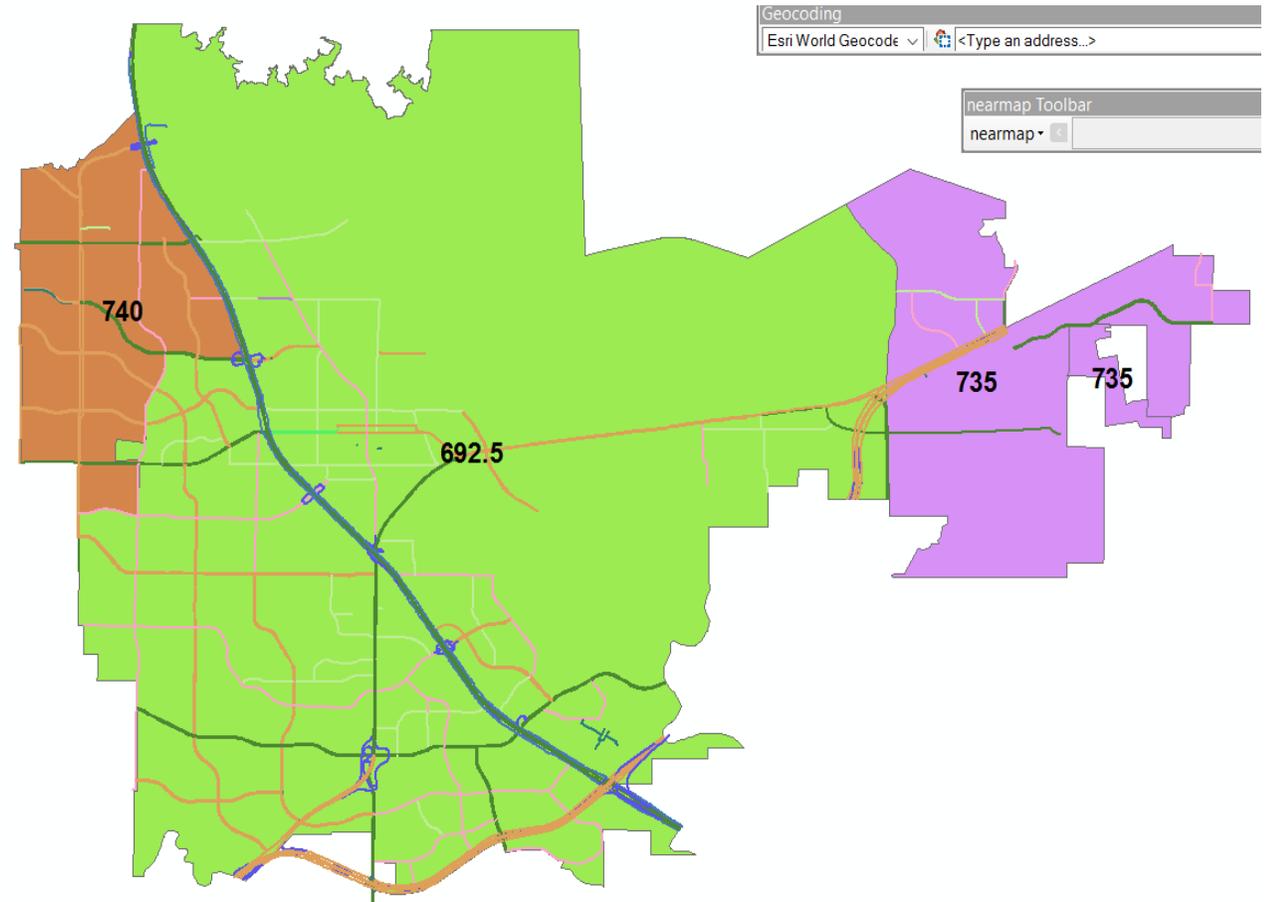
- Evaluate IH 35 Elevated Storage Tank relocation based on City's updated Water Master Plan to address:
  - Water Age Issues
  - Expansion of 740-pressure zone, need for booster station
  - IH 35 Expansion
- Action will need to be taken in the next 2-3 years to replace and/or rehabilitate



# Evaluation of IH 35 Elevated Storage Tank

6

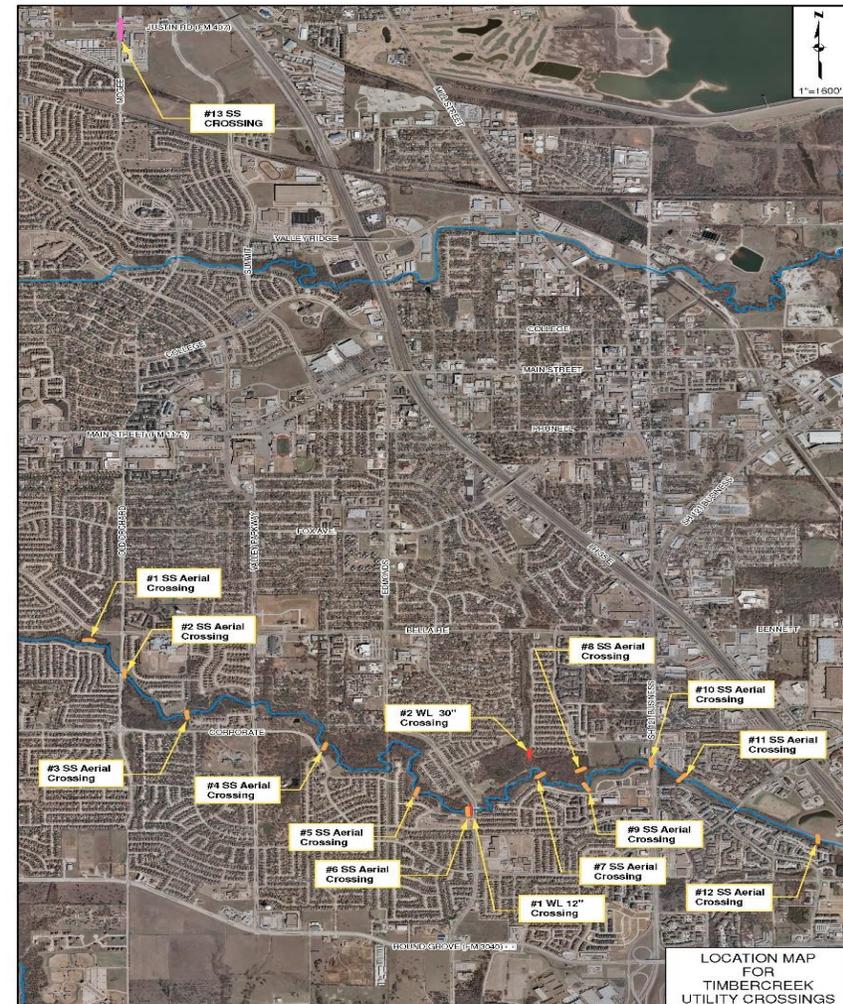
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  - Water Age Issues
  - Expansion of 740-pressure zone, need for booster station
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- Action will need to be taken in the next 2-3 years to replace and/or rehabilitate



# Timbercreek Aerial Crossings

7

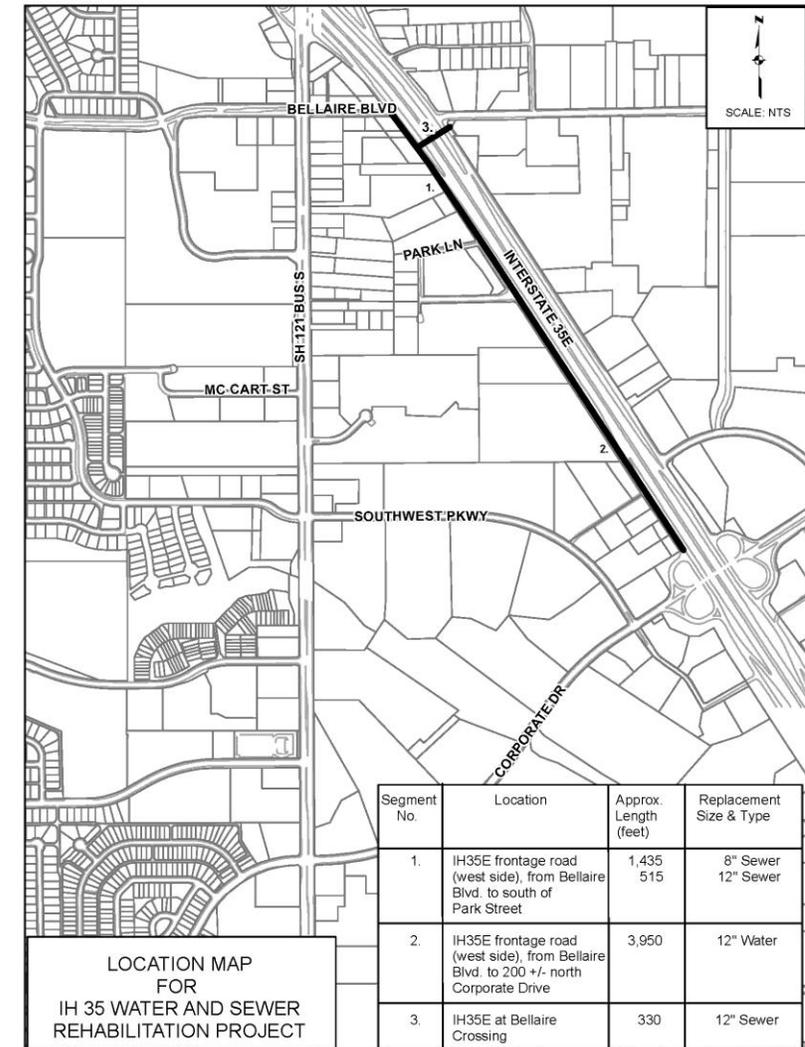
- Timbercreek aerial crossings - cost estimate is \$5.9M
  - ▣ Includes rehabilitation or replacement of 13 sewer crossings and 2 water crossings
  - ▣ Available funding is \$3,136,856 - staff is in process of prioritizing crossings to rehabilitate the most critical ones with available funds
  - ▣ Project can be re-bid this fall with construction beginning in early 2018



# 2014 (IH35) Water & Sewer Rehabilitation

8

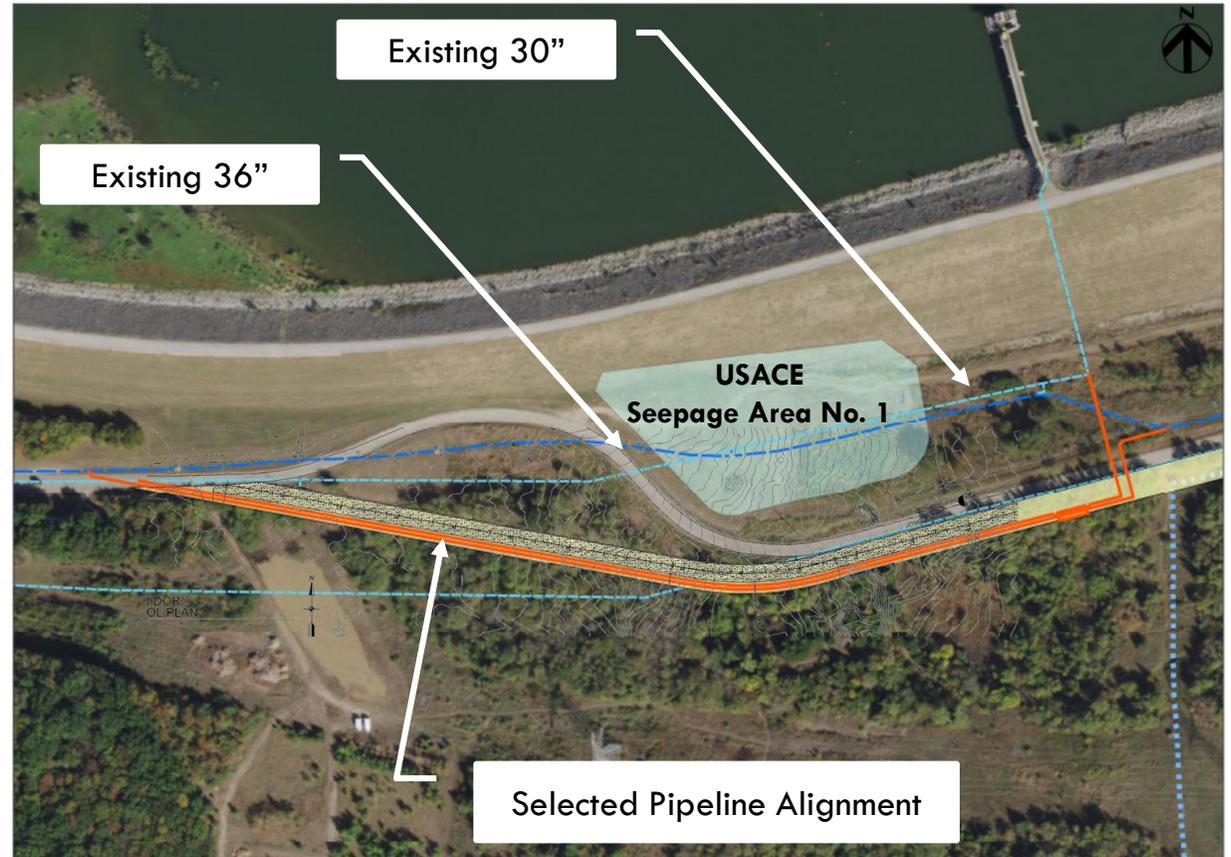
- 2014 (IH35) Water & Sewer – 12” Sewer and 12” Water Rehabilitation
  - Construction estimate - \$1.9M
  - Available funding is \$1.2M.
  - \$700,000 requested for FY17-18.
  - Project is at 60% design.  
Construction is scheduled to begin in Spring 2018



# Raw Water Line Relocation

9

- Raw Water Line Relocation South Of Lewisville Lake Dam
  - ▣ Available funding is \$4.5M and should be adequate for the current scope of work
  - ▣ Project is being designed in coordination with USACE
  - ▣ Construction is anticipated to begin in 2018



# Vista Ridge Lift Station Improvements

10

- Vista Ridge Lift Station Improvements – cost estimate is \$4.61M
  - ▣ Improvements include pump, motor, electrical replacements and upgrades for this station
  - ▣ \$2.81M sale in January
  - ▣ \$1.8M requested for FY 17/18
  - ▣ Construction estimated to start in Late 2018



# Wastewater Plant Electrical Improvements

11

- Wastewater Treatment Plant Electrical Improvements – cost estimate is \$600,000
  - Project includes grounding, surge protection and replacement of aged electrical infrastructure
  - \$385,000 requested for FY17/18
  - Project will be Constructed in Late 2018



# Water Meter Replacement Program

12

- ❑ Public Services is beginning the meter change-out program discussed during the FY16/17 budget workshop
- ❑ There are approximately 23,000 meters in service
- ❑ 5-year program beginning in Fall 2017
- ❑ \$1.08M requested for FY17/18



# Utility Fund Capital Needs Summary

13

- Lewisville maintains a long term Capital Improvement plan.
- The plan maintains both specific projects and broad conceptual items.
- The plan must remain flexible to accommodate changes in regulatory requirements, development activity, cost escalation, unforeseen conditions, or premature failure of items.
- Staff regularly engages outside consultants to study and model the various utility systems to recommend efficiency measures, upgrades, and replacements to ensure the ability to serve customers into the future.



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

# PAY PLAN METHODOLOGY

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CITY OF LEWISVILLE

# Internal versus external equity

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## Internal Equity – Point Factor Analysis

- HR staff reviews new positions to determine where they fall on the pay plan by analyzing the knowledge, skills and abilities necessary for the position.

## External Equity – Market Analysis

- In order to attract and retain employees, it is important that the City of Lewisville be competitive with comparable cities that share the same applicant pool
- Per Administrative Directive 2.7.4 – Employee Performance Evaluation/Compensation Plan, the Human Resources Department conducts an annual market analysis using the Metroplex Compensation Survey's 14 participating cities along with Coppell, Grapevine and Flower Mound.
- By using the Metroplex Compensation Survey, the HR staff has access to all 14 participating cities' salary information and job descriptions. Each participating City updates its information at least annually.

# Survey Cities' Population

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Dallas – 1.258 million

Fort Worth – 792,727

Arlington – 379,577

Plano – 274,409

Garland – 234,566

Irving – 228,653

Grand Prairie – 183,372

McKinney – 148,559

Mesquite – 143,484

Frisco – 136,791

Carrollton – 126,700

Denton – 123,099

Richardson – 104,475

Lewisville – 101,074

Allen – 92,020

Flower Mound – 68,609

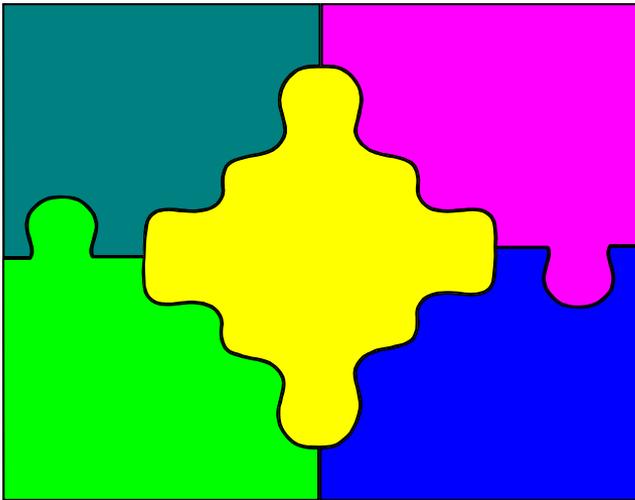
Grapevine – 50,195

Coppell – 40,342

# Current Market Methodology

## General Government Positions

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Salary data is compared for each separate pay plans:

- PROFESSIONAL – Benchmark positions
- TECHNICAL/CLERICAL/ADMINISTRATIVE – Benchmark positions
- TRADES – Benchmark position
- Executive Staff/Director/Manager Broadband
- Appointed Positions

# Benchmark Methodology

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Several positions within each pay range whose duties are similar in all cities are designated as “benchmark” positions and are used for survey purposes.

Benchmark examples:

Professional Pay Plan	Technical/Clerical/Admin Pay Plan	Trades Pay Plan
Buyer	Cashier	Maintenance Worker
Librarian	Deputy Court Clerk	Meter Operations Worker
Recreation Center Supervisor	Secretary	Animal Control Officer
Planner	Jailer	Mechanic
Accountant	Public Safety Dispatcher	Crewleader
Engineer	Code Enforcement Officer	Forman

# Market Analysis

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The City of Lewisville salary structure midpoint for each ***benchmark position*** is compared to average (50th percentile) of salary midpoints of the same or similar position in the survey cities.

The market difference of each ***benchmark position*** within each pay plan is then averaged to determine the recommended pay plan adjustment necessary for the pay plan to remain competitive.

Pay ranges are adjusted on October 1. Employees' salaries who fall below the new minimum are adjusted to the new minimum.

# Market Analysis Methodology

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The City of Lewisville uses a lag structure setting salaries at the 50th percentile of 17 metroplex cities.

- Lewisville uses salary data available in February for comparison for October market adjustments creating a “lag structure”.

# COMPARISON OF MARKET

Trades Pay Plan	
Grade	Job Title
53	Maintenance Worker
55	Meter Operations Worker
56	Mechanic (SB)
56	Heavy Equipment Operator
56	Plant Operator
56	Animal Control Officer
57	Crew Leader
58	HVAC Technician
59	Foreman
61	Operations Supervisor

2017 Survey Data - Trades  
-1% for all Survey Cities

Administrative/Tech Pay Plan	
Grade	Job Title
54	Cashier
55	Secretary
55	Deputy Court Clerk
55	Billing Clerk
56	Detention Officer
56	Public Safety Call Taker
56	Property & Evidence Technician
57	Accounting Technician
57	Administrative Secretary
57	Public Safety Dispatcher
57	Housing Rehabilitation Technician
58	Recreation Specialist
58	Traffic Signal Technician
59	Inspector (Bldg, Electr, Plumb)
59	Storm Water Inspector
59	Code Enforcement Officer
60	Communications Supervisor
60	Paralegal

2017 Survey Data – Tech/Cler/Admin  
-2% for all Survey Cities

Professional Pay Plan	
Grade	Job Title
16	Buyer
17	Sanitarian
17	Recreation Center Supervisor
17	Planner
17	Librarian
18	Accountant
19	Senior Planner
19	Animal Services Supervisor
20	Internal Auditor
20	Prosecutor
21	Civil Engineer

2017 Survey Data - Professional  
-2% for all Survey Cities

# Professional; Clerical, Technical, and Administrative; and Trades Pay Plan Administration

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All General Government Employees who receive a “Meets Standards” are eligible for a merit increase (if approved by Council) on the anniversary date of their employment or promotion.



# POLICE & FIRE PAY PLAN METHODOLOGY

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All positions on the police and fire pay plans are surveyed *rank to rank*.

The maximum salary for each *rank* position is compared to the average (50th percentile ) of the maximum salaries of the same *rank* position in the 17 survey cities.

The difference in Lewisville's maximum salary to that of the average of the seventeen survey cities' maximum salaries is used to determine the recommended market adjustment for the next fiscal year.

Creates a "lag" of the market – positions move based on prior year average. Other cities are adjusting their salaries at the same time causing a "lag".

- 2016 – Added 2% to market difference to combat "lag"



POLICE		Structure			
Grade	Job Title	Lewisville Maximum	Market Maximum	Variance	Market +2% up to 3.5%
81	Police Officer	\$77,041	\$78,353	-1.7%	3.5%



FIRE		Structure			
Grade	Job Title	Lewisville Maximum	Market Maximum	Variance	Market +2% up to 3.5%
71	Firefighter	\$72,954	\$74,196	-1.7%	3.5%

CITY	POLICE OFFICER	MAX
Plano	Police Officer	\$86,238
Ft Worth	Police Officer	\$82,032
Carrollton	Police Officer	\$80,871
Irving	Police Officer	\$79,752
	<b>Proposed</b>	<b>\$79,737</b>
Arlington	Police Officer	\$79,459
Grand Prairie	Police Officer	\$79,400
Frisco	Police Officer	\$79,381
Garland	Police Officer	\$79,176
Coppell	Police Officer	\$79,139
	<b>2017 Survey Average</b>	<b>\$78,353</b>
Denton	Police Officer	\$78,048
Richardson	Police Officer	\$77,496
McKinney	Police Officer	\$77,314
	<b>Lewisville's Current Salary</b>	<b>\$77,041</b>
Flower Mound	Police Officer	\$76,211
Allen	Police Officer	\$75,572
Mesquite	Police Officer	\$74,841
Dallas	Police Officer	\$74,172
Grapevine	Police Officer	\$72,906
	<b>Survey Average</b>	<b>\$78,353</b>
	<b>Percentage Difference from Market Average</b>	<b>-1.70%</b>

CITY	FIREFIGHTER	MAX
Frisco	Firefighter/Paramedic	\$77,370
Coppell	Firefighter/Paramedic	\$77,366
Denton	Firefighter	\$76,968
Plano	Firefighter	\$76,799
Grand Prairie	Firefighter	\$75,948
Arlington	Firefighter	\$75,543
	<b>Proposed</b>	<b>\$75,507</b>
Irving	Firefighter	\$74,988
Mesquite	Firefighter	\$74,841
Dallas	Fire and Rescue Officer	\$74,172
Richardson	Firefighter	\$73,884
	<b>2017 Survey Average</b>	<b>\$74,196</b>
Garland	Firefighter	\$73,716
Allen	Firefighter	\$73,175
	<b>Lewisville's Current Salary</b>	<b>\$72,954</b>
Ft Worth	Firefighter	\$72,180
McKinney	Firefighter	\$71,642
Flower Mound	Firefighter	\$71,601
Carrollton	Firefighter	\$70,616
Grapevine	Firefighter	\$70,523
	<b>Survey Average</b>	<b>\$74,196</b>
	<b>Percentage Difference from Market Average</b>	<b>-1.70%</b>

# POLICE & FIRE PAY ADMINISTRATION

- ❑ Steps for each rank are adjusted on the first day of the fiscal year based on the market average of position maximums.
- ❑ Police Officers below Step 6 are also eligible for 4% step increase on date of hire or promotion.
- ❑ Upper ranks move up a step after two years



# Broadband Pay Administration

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New positions or open positions with similar responsibilities in other cities are compared to survey cities excluding Dallas and Fort Worth to determine a competitive salary

Consideration is given to internal equity when setting salaries for managers and directors

Internal applicants who are promoted receive a minimum of 5%

- Employees are eligible for a performance increase on their date of hire or date of promotion.
- Pay increases are based on individual's achievement of key results linked to organizational goals and strategies.
- The performance increase given the director or manager is at the discretion of his supervisor.
- The performance increase can range from 0% to the maximum increase derived from combining the council approved merit and the recommended market.

# Appointed Positions

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- The Human Resources Department conducts a survey in June each year that includes all the survey cities
- The survey compares the total compensation of each appointed position to the average of all the survey cities
- The survey results are provided to the City Council in August

# Police Recruitment Update

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2017



# 19 Police Officer vacancies – June 2016

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## Recruitment Challenges

YEAR	# of Applications Received	# Tested	# Who Passed Test	# Who Passed the Physical Ability	# Hired	# Still Employed	% of Applicants Hired
FY 13-14	346	174	111	101	11	8	3.2%
FY 14-15	1016	292	182	158	13	8	1.3%
FY 15-16	874	180	108	90	1	1	0.1%
<b>TOTAL</b>	<b>2236</b>	<b>646</b>	<b>401</b>	<b>349</b>	<b>25</b>	<b>17</b>	<b>1.1%</b>

## Three Year Totals

- 29% of applicants actually test
- 62% pass the test
- 87% of those who pass the written pass the physical ability
- 7% of those who pass the physical ability are hired
  - ❖ 1.1% of those who apply are hired
  - ❖ 3.8% of those who test are hired
- 32% of those hired are no longer employed

# Lateral Transfers

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- ✓ Implemented September 2017 – Certified Only Test
- ✓ Police Officers begin at what ever step correspond with their experience.
  - ✓ Experience must include work as a sworn police officer at a city with a population of over 50,000 or an entity with over 100 sworn police officers (i.e.. DART, universities.)
- ✓ The officers do not have “seniority” in the Lewisville Police Department.

# Lateral Hiring Process

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Certified Only Test – September 21, 2017

<b>Applicants who Met Minium Quals</b>	<b>Applicants who Tested</b>	<b>Passed Written</b>	<b>Passed Physcial Ability</b>	<b>Failed Background</b>	<b>Hired</b>	<b>Candidates Remaining on List</b>
67	48	40	33	11	10	4

Certified Officers are on the street much sooner than those who have to attend the basic academy.

# New Hires Since June 2016

EmployeeName	Hire Date	Prior Organization	Days to Complete Training	Completion Date
BROWN, CHRISTOPHER CHANCY	7/6/2016	DART	119	11/2/2016
GOODWIN, RODGER	7/6/2016	Not Certified	315	5/17/2017
THOMPSON , WILLIAM RUSSELL III	8/10/2016	Not Certified	276	5/13/2017
MALLORY, AARON MITCHEL	8/17/2016	Not Certified	276	5/11/2017
MITCHELL, MARK STEVEN	8/24/2016	Albany, GA Police Department	298	6/18/2017
TYLER, PATRICK A	9/7/2016	Not Certified	154	2/8/2017
EDGINGTON, CORBIN LEE	10/19/2016	Not Certified	314	8/29/2017
FAULCONER, ANDREW SCOT	12/21/2016	Not Certified	343	11/29/2017
HEARD, JUSTIN MICHAEL	10/19/2016	Not Certified	317	9/1/2017
<b>CERTIFIED ONLY TEST</b>				
FLEMING, JAMES ERIC	11/30/2016	City of Dallas	150	4/29/2017
ROBERTS, RACHEL MARIE	1/11/2017	North Central Texas College	79	3/31/2017
RICHARDSON, ANDREW M	2/8/2017	City of Dallas	112	5/31/2017
VERNIER, DAVID W	2/8/2017	DART	108	5/27/2017
CASTRO, JONATHAN	2/22/2017	New York City	(Chose to attend BA)	
KASALLIS, AARON MICHAEL	3/1/2017	City of Dallas	105	6/14/2017
ELL, JEFFREY ALLAN	3/22/2017	City of Dallas	154	8/23/2017
OLDAKER, PATRICK ALAN	4/19/2017	City of Highland Village	165	10/1/2017
SCHUTZ, JOHNATHAN ALLEN	5/17/2017	City of Dallas	162	10/26/2017
MICHAELSON, STEPHEN	6/28/2017	DART	160	12/5/2017

# CITIES CURRENTLY ALLOWING LATERAL ENTRY

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## **SURVEY CITIES**

Arlington

Coppell

Flower Mound

Fort Worth

Garland

Grapevine

Grand Prairie

Mesquite

McKinney

Richardson

## **OTHER METROPLEX CITIES**

Southlake

Colleyville

Duncanville

Rockwall

Addison

North Richland Hills

# Proclamation

**WHEREAS**, Amateur Radio operators are celebrating over a century of transmitting over the airwaves and continues to provide a bridge between peoples, societies and countries by creating friendships and the sharing of ideas; and

**WHEREAS**, the City of Lewisville recognizes the members of the Lewisville Amateur Radio Association and the services they provide to Emergency Response organizations without compensation; and

**WHEREAS**, these same individuals have further demonstrated their value in public assistance by providing free radio communications for local parades, concerts, and other entertainment events; and

**WHEREAS**, the City of Lewisville recognizes and appreciates the diligence of these “hams” who also serve as weather spotters in the Skywarn program of the National Weather Service; and

**WHEREAS**, the Amateur Radio Field Day exercise will take place on June 24-25, 2017 and is a 24 hour exercise and demonstration of the Radio Amateurs’ skills and readiness to provide self-supporting communications without further infrastructure; now

**THEREFORE**, I Rudy Durham, Mayor of the City of Lewisville, along with the members of the City Council, do hereby officially recognize and designate June 19-25, 2017, as

## **“Amateur Radio Week”**

in the City of Lewisville, Texas.

**PROCLAIMED** this the 19<sup>th</sup> day of June, 2017.

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**Rudy Durham, Mayor  
City of Lewisville**

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** June 19, 2017

**SUBJECT:** **Public Hearing: Consideration of a Zone Change Request From Office District (OD) to Old Town Mixed Use 2 District (OTMU2), on an Approximately 0.553-Acre Tract of Land out of the J.W. King Survey, Abstract No. 696, Located on the West Side of North Hatcher Avenue Approximately 200 Feet North of West Main Street, at 143 North Hatcher Avenue, as Requested by Macario Corona Patino and Maria Consuelo Lopez Sanchez, the Property Owners (Case No. PZ-2017-06-11).**

### **BACKGROUND**

The applicant recently purchased the vacant property to build a new single-family home. Once rezoning has occurred, the property owner will submit a final plat. The request is consistent with the recommended zoning in the Old Town Master Plan. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting on June 6, 2017.

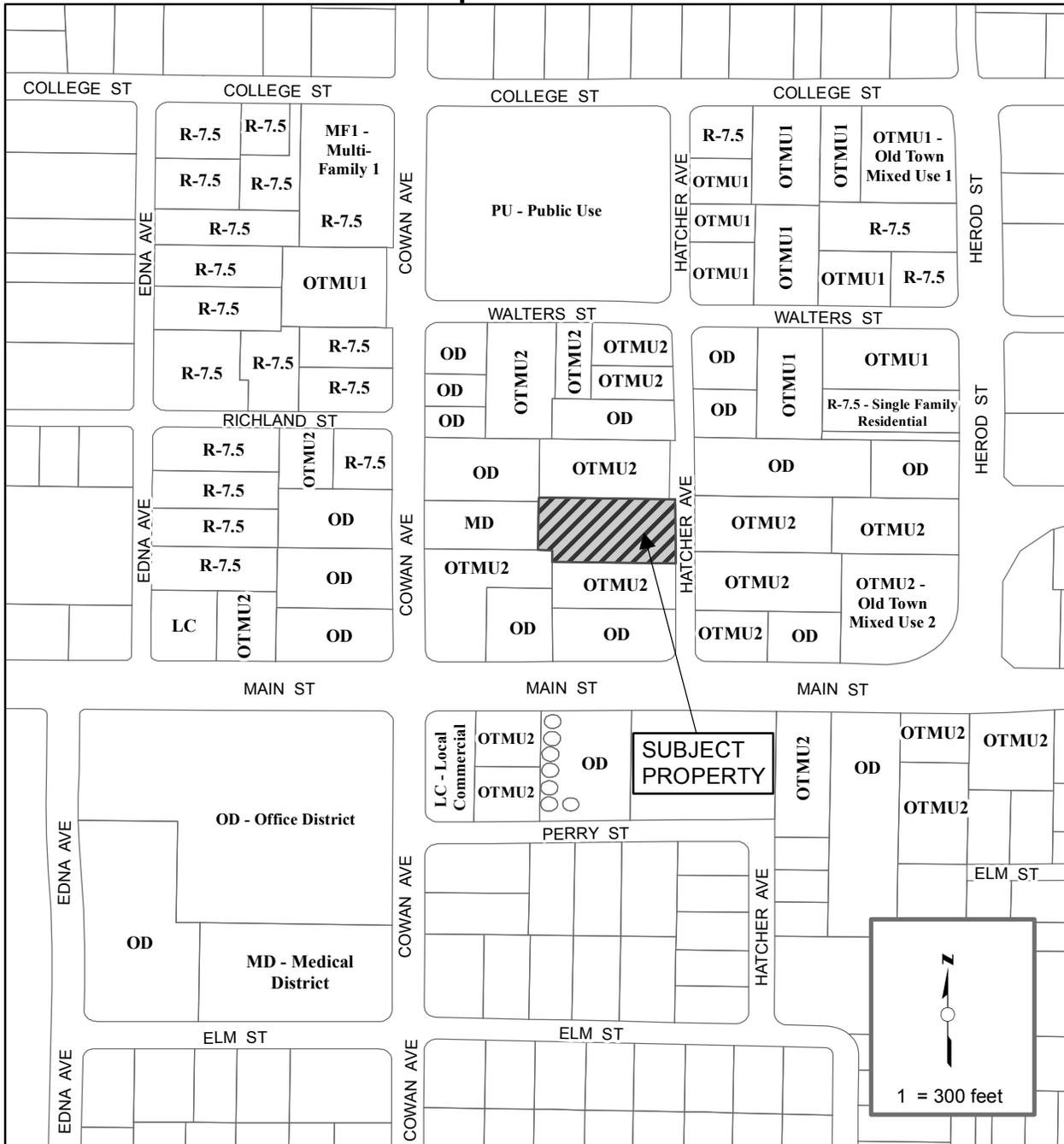
### **ANALYSIS**

The property was originally developed as a residential lot. In 1985, the property owner at that time along with all owners on that block rezoned their properties to Office District (OD) zoning in hopes of selling this property for a commercial use. The house remained on the lot and continued as a residential use until the house was demolished. This property has been vacant for many years. The Office District (OD), allows professional and administrative offices, business and medical clinics; but not residential uses. The proposed zone change will make this property consistent with the zoning of properties in the general area and with the Old Town Master Plan. Once zoning is approved, the applicant plans to plat the property in compliance with the requirements of the Old Town Mixed Use Two (OTMU2) District, and build a new home on the property.

### **RECOMMENDATION:**

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

# Location Map - 143 Hatcher Ave.



**CASE NO. PZ-2017-06-11**

**PROPERTY OWNERS:** MACARIO CORONA PATINO & MARIA CONSUELO LOPEZ SANCHEZ

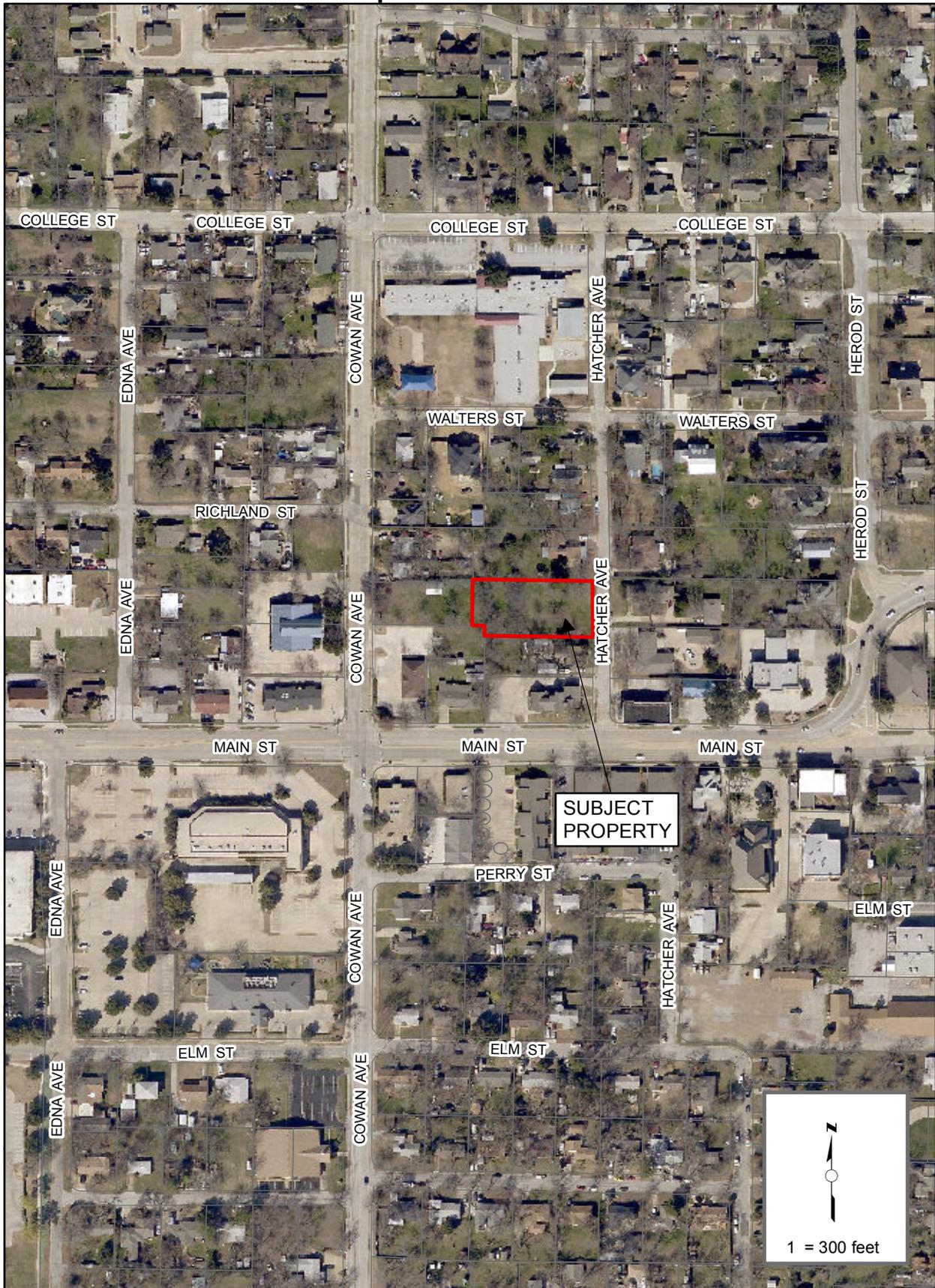
**APPLICANT NAME:** MACARIO CORONA PATINO & MARIA CONSUELO LOPEZ SANCHEZ

**PROPERTY LOCATION:** LOT 10, RAWLINGS ADDITION; APPROXIMATELY 200 FEET NORTH OF WEST MAIN STREET (0.553 ACRE)

**CURRENT ZONING:** OFFICE DISTRICT (OD)

**REQUESTED ZONING:** OLD TOWN MIXED USE 2 DISTRICT (OTMU2)

# Aerial Map - 143 Hatcher Ave.



**MINUTES  
PLANNING AND ZONING COMMISSION  
JUNE 6, 2017**

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**Item 1:**

The Lewisville Planning and Zoning Commission meeting was called to order at 6:34 pm. Members present: William Meredith, MaryEllen Miksa, James Davis, Alvin Turner and Karen Locke. Member John Lyng was absent.

Staff members present: Richard Luedke, Planning Director; Mary Paron-Boswell, Senior Planner; and Jonathan Beckham, Planner.

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**Item 4:**

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

- A. **Public Hearing:** Consideration of a Zone Change Request From Office District (OD) to Old Town Mixed Use 2 District (OTMU2), on an Approximately 0.553-Acre Tract of Land out of the J.W. King Survey, Abstract No. 696, Located on the West Side of North Hatcher Avenue Approximately 200 Feet North of West Main Street, as Requested by Macario Corona Patino and Maria Consuelo Lopez Sanchez, the Property Owners. (Case No. PZ-2017-06-11).

Staff gave a brief overview of the proposed zone change request and recommended approval. Member Kristin Green asked if this would need to go before the OTDRC for approval. Staff confirmed that the exterior design of the future house would require OTDRC approval. The public hearing was then opened by Chairman Davis. There being no public comment, the public hearing was then closed. A motion was made by William Meredith to recommend approval of the zone change request, seconded by Kristin Green. The motion passed unanimously (6-0). Staff indicated that this item would be going before the City Council on June 19<sup>th</sup> for a second public hearing and a final decision.

## **SECTION 17-19. - "OD" OFFICE DISTRICT REGULATIONS**

- (a) *Use.*
- (1) Professional and administrative offices where only services are provided, no chattels or goods are offered for sale, and no outside storage is provided on the premises. This includes but is not limited to doctors, dentists, attorneys, architects, engineers, insurance, real estate, banks and similar offices.
  - (2) Business or commercial schools and institutions of education.
  - (3) Clinics, medical and dental.
  - (4) Veterinarian or animal clinic, provided the use is operated within an enclosed structure and is not on a lot abutting a single family zoned lot.
  - (5) Day nurseries.
  - (6) The incidental retail sale of food, beverages and other convenience items or services is permitted to the occupants, employees and guests, as long as these items are not advertised nor offered for sale to the general public.
  - (7) Church worship facilities.
  - (8) Buildings and uses owned or operated by public governmental agencies.
  - (9) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (10) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, dust noise, vibration or similar nuisance.
  - (11) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (12) Gas and oil drilling accessory uses (SUP required).
  - (13) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
- (b) *Building and coverage regulations.*
- (1) *Building regulations.* The minimum floor area in "OD" office district shall be one thousand (1000) square feet.
  - (2) *Coverage regulations.* In no case shall any building or building complex cover more than thirty-five percent (35%) of the site area.
- (c) *Height.* The maximum height for buildings shall be fifty (50) feet. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.
- (d) *Area.*
- (1) *Size of yards.*
    - a. *Front yard.*
      1. There shall be a minimum front yard having a depth of not less than forty (40) feet adjacent to any street with a right-of-way of one hundred (100) feet or more.
      2. There shall be a minimum front yard having a depth of not less than thirty (30) feet adjacent to any street with a right-of-way less than one hundred (100) feet.
      3. Lots having double frontage, running through from one street to another, shall provide the required setback from both streets.
    - b. *Side yard.* There shall be a minimum side yard of ten (10) feet on each side of the lot or tract on which any single building or building complex is constructed.
    - c. *Rear yard.* No rear yard is required except, that a rear yard of not less than twenty-five (25) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. The required rear yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the

screening device when that portion of the building exterior is constructed of the same materials as the screening device.

(2) *Reserved.*

## **SECTION 17-22.7. - "OTMU2" OLD TOWN MIXED USE 2 DISTRICT REGULATIONS**

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family dwellings.
  - (2) Single-family attached dwellings, provided that no more than nine (9) dwelling units are attached in one continuous row or group, and provided that no dwelling unit is constructed above another dwelling unit.
  - (3) Two-family dwellings (duplexes).
  - (4) Multi-family dwellings. Projects shall be a minimum of one (1) acre in land area. More than one lot may be utilized to meet the one-acre requirement as long as the lots are contiguous or directly across street rights-of-way. A minimum of twenty (20) units must be built in the first phase of construction.
  - (5) Retail establishments including but not limited to: bakeries; book, card, gift and stationary stores; building material sales; clothing; florists; grocery stores; and pet shops or others of a similar nature and subject to the following condition:
    - a. Temporary, portable outside display of merchandise is allowed on a daily basis but is limited to the area directly adjacent to the building occupied by the business and no more than five (5) feet from the building. A clear aisle shall be maintained for pedestrian access. Otherwise, no outside display or storage is permitted.
  - (6) Barber and beauty shops.
  - (7) Buildings and uses owned or operated by public governmental agencies.
  - (8) Business or commercial schools.
  - (9) Church worship facilities.
  - (10) Clinic, medical and dental, and related professional offices.
  - (11) Communication towers (SUP required). Towers, antennas and communication dishes located on a building may be extend a maximum of 15 feet above the building, but must be screened from view.
  - (12) Day nurseries.
  - (13) Dry cleaning and laundry services.
  - (14) Gasoline service stations, excluding major motor or transmission repair services (SUP required).
  - (15) Hotels, motels and inns.
  - (16) Mortuaries (SUP required).
  - (17) Professional offices.
  - (18) Restaurants.
  - (19) Veterinarian or animal clinic provided that no kennel or exercise runway shall be located outside the building.
  - (20) Video rental stores and movie theaters.
  - (21) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Dwelling units of 850 square foot minimum size shall be allowed as an accessory use to retail businesses.
  - (22) Non-accessory dwelling units of 650 square foot minimum size when located over a retail, restaurant or similar use on the first floor.
  - (23) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (24) Bed and breakfast (SUP required).
  - (25) Uses similar to the above mentioned permitted uses; provided activities conducted observe the requirements of all city ordinances.
  - (26) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (27) Gas and oil drilling accessory uses (SUP required).
  - (28) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
  - (29) Brewery, distillery, or winery.
  - (30) Bar (SUP required).
  - (31) Hotels, motels and inns with rooms containing a cooktop or oven (SUP required).
- (b) *Single-family detached and two-family requirements.*

- (1) *Maximum height.* No building shall exceed forty-five (45) feet or three and one-half (3-1/2) stories in height.
- (2) *Minimum dwelling size.* The minimum floor area of any single-family dwelling shall be one thousand seven hundred (1,700) square feet, exclusive of garages, breezeways and porches.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet. If a residential garage directly adjoins a rear alley, then the rear yard may be four (4) feet.

(c) *Single-family attached requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height.
- (2) *Minimum dwelling size.* The minimum floor area of any single-family attached dwelling shall be one thousand two hundred (1,200) square feet.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than six and one half (6.5) feet except if a residential garage directly adjoins a rear alley, then the rear yard may be four (4) feet.

(d) *Multi-family requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height excluding parapet walls. Parapet walls shall have a maximum height of eight (8) feet.
- (2) *Minimum dwelling size.* The minimum floor area of any multi-family dwelling shall be six hundred fifty (650) square feet, exclusive of garages, breezeways and porches.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than six and one half (6.5) feet except if a residential garage directly adjoins a rear alley, then the rear yard may be zero (0) feet.

(e) *Commercial and institutional building requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height excluding parapet walls. Parapet walls shall have a maximum height of eight (8) feet.
- (2) *Front yard.* No front setback is required.
- (3) *Side yard.* No side yard is required.
- (4) *Rear yard.* A rear yard of not less than ten (10) feet in depth shall be provided.

(f) *Other setbacks.*

- (1) The old town mixed use 2 district shall not be subject to the following provisions contained elsewhere in this ordinance:
  - a. "On a corner lot, the width of the yard along the side street shall not be less than any required front yard on the same side of such street between intersecting streets".
  - b. "...no accessory building shall be...closer than five feet to any rear or side lot line, and, in the case of corner lots, not less than the distance required for buildings from side streets".
  - c. "In any residential or MF district where 25 percent or more of the frontage upon the same side of a street between intersecting streets is occupied or partially occupied by a building or buildings having front yards of greater depth than is required by this chapter, no other lot upon the same side of such street between such

intersecting streets shall be occupied by a building with a front yard of less than the least depth of any such existing front yards.”

- (2) There shall be a minimum ten (10) foot setback on the driveway side of a lot when there is not sufficient maneuvering space on site to allow vehicles to exit the lot without backing onto a street identified as a thoroughfare on the Thoroughfare Plan.

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



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

**ZONE CHANGE APPLICATION**

Owner/s (name): <u>Macario Corona Maria C Lopez Sanchez</u>	
Company Name:	
Mailing Address: <u>518 Ham Dr.</u>	
Work #:	Cell #: <u>214-797-4615</u>
E-Mail: <u>marianacorona366@gmail.com</u>	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): <u>[Signature]</u>	Date:
Printed Name: <u>Macario Corona Petiño</u>	

Applicant/Agent (name): <u>Mariana Corona</u>	
Company Name:	
Mailing Address: <u>marianacorona366@gmail.com 518 Ham Dr.</u>	
Work #:	Cell #: <u>469-732-0802</u>
E-Mail: <u>marianacorona366@gmail.com</u>	
Applicant/Agent Signature <u>[Signature]</u>	Date: <u>5-15-17</u>
Printed Name: <u>Mariana Corona</u>	

Current Zoning: <u>OD</u>	Requested Zoning: <u>OTMU2</u>	Acres: <u>.553</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>Rawlings Addition, Lot 10</u>		
Address/Location: <u>143 N. Hatcher Ave.</u>		

Application and Sign Fees:

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

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

Qty: <u>1</u>	<b>Zone Change Signs - \$35 each.</b> 1 sign required for each 5 acres (max. 5 per site)	\$ <u>35</u>
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*Old Town, Fees Waived*

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

*Old Town, Fees Waived*

<b>Amount Due</b> (application & sign fee)	\$ <u>                    </u>
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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING A 0.553-ACRE TRACT OF LAND OUT OF THE J.W. KING SURVEY, ABSTRACT NO. 696, LOCATED ON THE WEST SIDE OF NORTH HATCHER AVENUE APPROXIMATELY 200 FEET NORTH OF WEST MAIN STREET, AT 143 NORTH HATCHER AVENUE, FROM OFFICE DISTRICT (OD) ZONING TO OLD TOWN MIXED USE 2 DISTRICT (OTMU2) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING FOR A REPEALER, SEVERABILITY, AND A PENALTY; AND DECLARING AN EMERGENCY.**

**WHEREAS**, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that rezoning of the approximately 0.553-acre property described in the attached Exhibit “A” (the “Property”) be **approved**, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Lewisville, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and,

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

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

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

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

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

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

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

**SECTION 1.** The Zoning Ordinance of the City of Lewisville, Texas, be, and the same is hereby amended and changed in that the zoning of the Property is hereby changed to **OLD TOWN MIXED USE 2 DISTRICT (OTMU2) ZONING.**

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

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

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

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

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

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

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

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 19TH DAY OF JUNE, 2017.**

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

**Page 5**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Exhibit A  
Legal Description

# EXHIBIT A

## Legal Description

Addition to the City of Lewisville, Denton County, Texas according to the plat thereof recorded in Volume 75, Page 160 of the Plat Records of Denton County, Texas and being part of that certain tract of land described by deed to W.C. Boenker, recorded in Volume 281, Page 362 of the Deed Records of Denton County, Texas;

BEGINNING at a "PK" Nail found at the Northeast corner of said Boenker tract, being the Southeast corner of that certain tract of land described by deed to Jon S. Calandra, recorded in Volume 4037, Page 2206 of the Real Property Records, Denton County, Texas and also being in the West line of Hatcher Avenue and the East line of said Lot 11;

THENCE South 00 degrees 01 minutes 23 seconds West, along the East line of said Lot 11, passing the common corner of Lots 11 and 14 and continuing on a distance of 118.00 feet to an iron rod set;

THENCE South 89 degrees 59 minutes 49 seconds West along the North line of that certain tract of land described by deed to Tina R. Frady and Gregory Frady, recorded in Volume 4907, Page 2952 of the Real Property Records of Denton County, Texas, a distance of 195.83 feet to an iron rod set at the Northwest corner thereof, said point being in the East line of that certain tract of land described by deed to Gladys Marie Compton, recorded in Volume 1158, Page 789 of the Deed Records of Denton County, Texas said point being in the West line of said Lot 14;

THENCE North 00 degrees 01 minutes 23 seconds East along the East line of said Compton tract, said line being the common line of Lots 14 and 15 a distance of 20.00 feet to an iron rod set at the Northeast corner thereof, said being the common corner of Lots 10, 11, 14 and 15;

THENCE South 89 degrees 59 minutes 49 seconds West along the North line of Compton tract, said line being the common line of Lots 10 and 15, a distance of 10.00 feet to an iron rod set at the Southeast corner of that certain tract of land described by deed to Jana D. Christy, recorded in Volume 1132, Page 679 of the Deed Records of Denton County, Texas;

THENCE North 00 degrees 01 minutes 23 seconds East long the East line of said Christy tract, a distance of 98.00 feet to an iron rod set at the Northeast corner thereof, said point being the Southwest corner of said Calandra tract;

THENCE North 89 degrees 59 minutes 49 seconds East along the South line of said Calandra tract, passing at 10.00 feet a found iron rod in the common line of said Lots 10 and 11 continuing on a total distance of 205.85 feet to the POINT OF BEGINNING and containing 0.553 acres of land, more or less.

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** June 19, 2017

**SUBJECT:** **Public Hearing: Consideration of a Zone Change Request From General Business District (GB) to Old Town Center Business District (OTC), on Approximately 0.068 Acres, Legally Described as a Portion of Lot 7, Block 6, Original Town of Lewisville; Located on the North Side of West Main Street Approximately 215 Feet West of North Mill Street, at 135 West Main Street, as Requested by Amanda Ferguson-Owens, Denton Creek Partners Management, LLC, the Property Owner (Case No. PZ-2017-06-12).**

### **BACKGROUND**

The subject property consists of the We + You floral design studio and social space at 135 West Main Street. The property is being rezoned to conform to the Old Town Master Plan. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting on June 6, 2017.

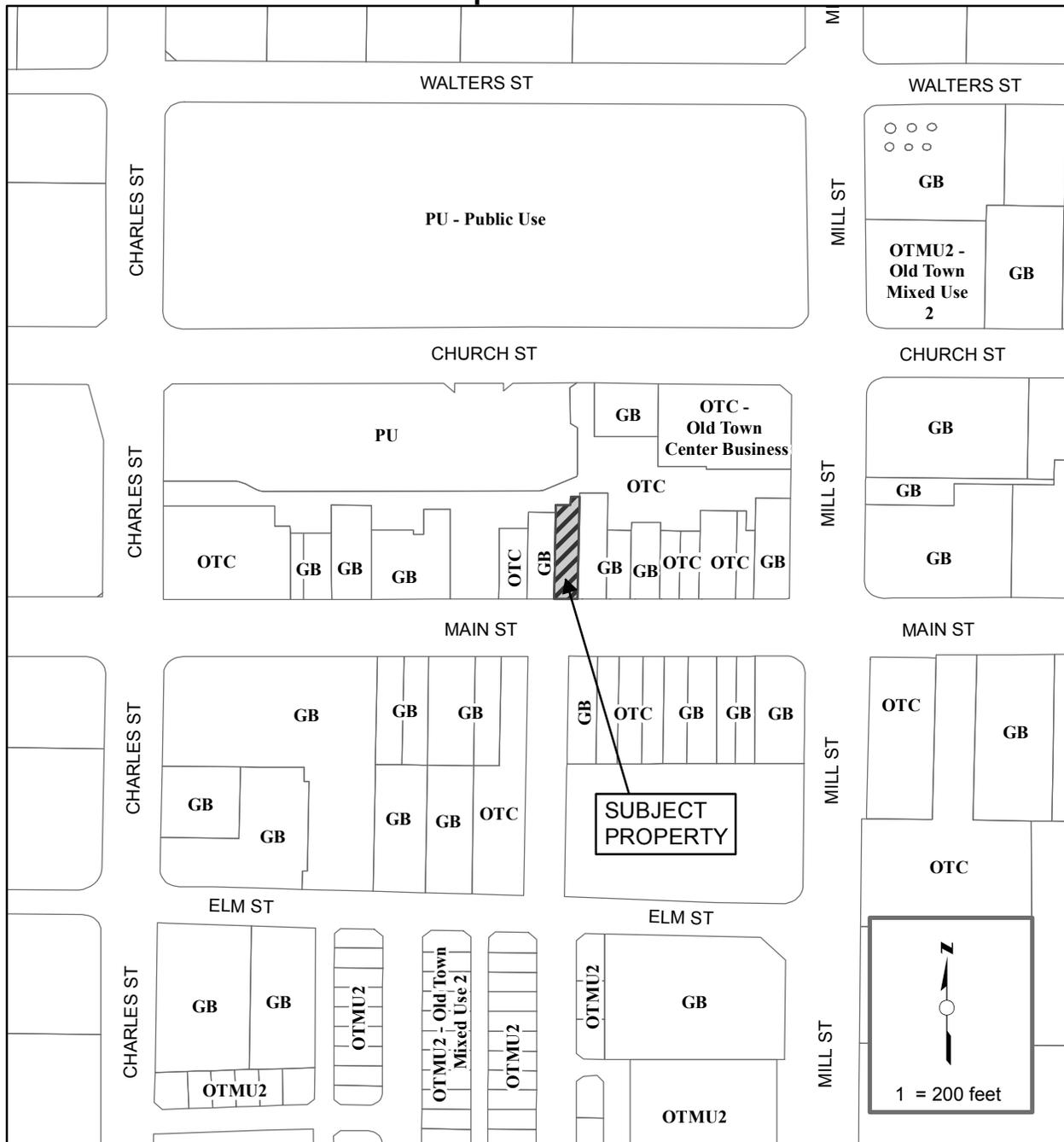
### **ANALYSIS**

The property is located in the heart of Lewisville's Old Town Center along Main Street. The OTC allows a variety of commercial uses and mixed use opportunities and requires the facades of buildings be set at the property line. The property is currently non-compliant since the GB District requires a 25-foot front setback. The zone change application fee is waived for zone change requests to OTC, Old Town Mixed Use 1 District (OTMU1) and Old Town Mixed Use 2 District (OTMU2) as an incentive to property owners to implement the Old Town Master Plan, which was adopted in 2003. This zone change will aid in the redevelopment of the area and is in complete compliance with the Old Town Master Plan.

### **RECOMMENDATION**

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

# Location Map - 135 W. Main St.



**CASE NO. PZ-2017-06-12**

**PROPERTY OWNER:** AMANDA FERGUSON-OWENS, DENTON CREEK PARTNERS MANAGEMENT, LLC

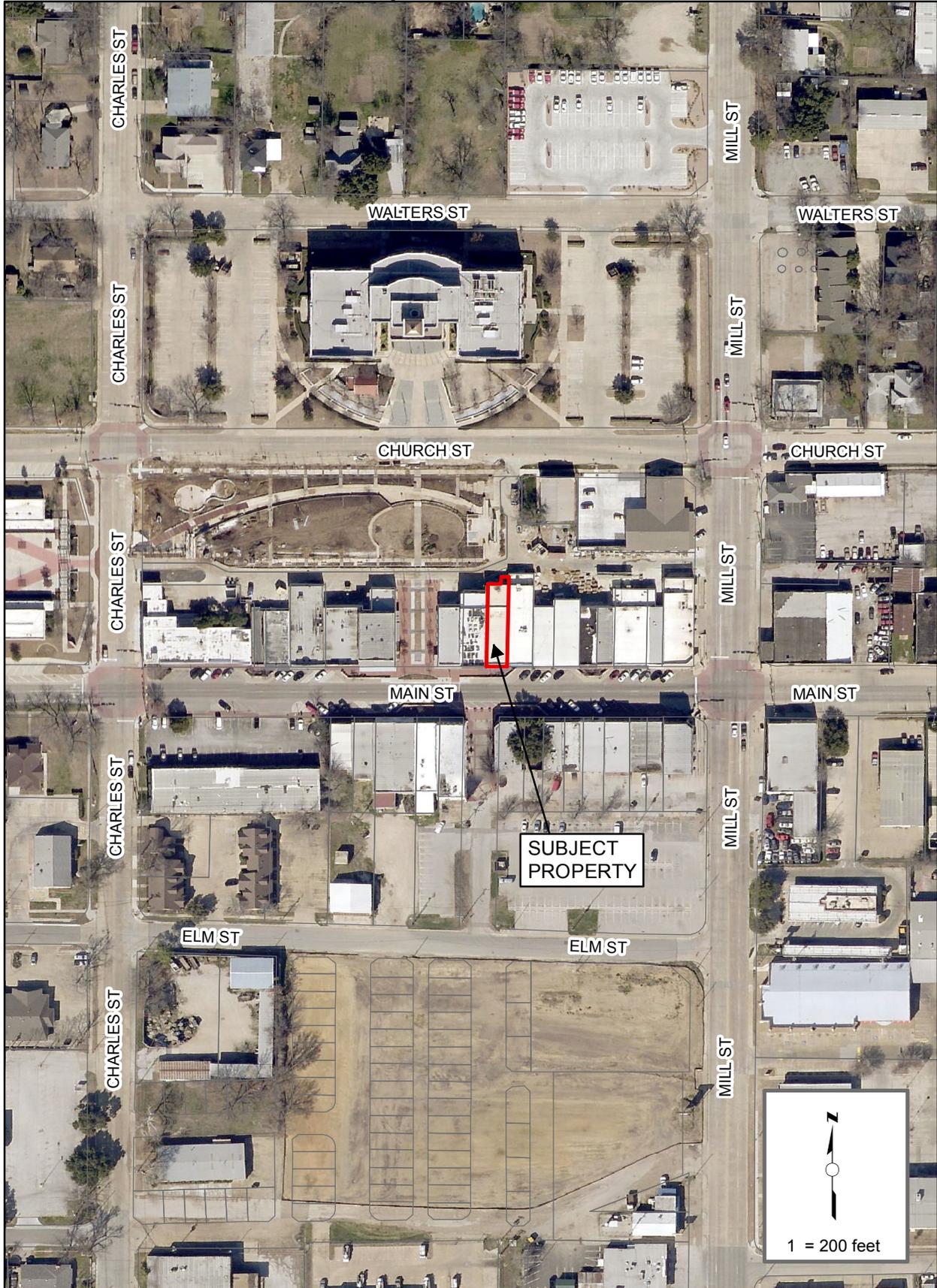
**APPLICANT NAME:** AMANDA FERGUSON-OWENS, DENTON CREEK PARTNERS MANAGEMENT, LLC

**PROPERTY LOCATION:** 135 WEST MAIN STREET (0.0682 ACRES)

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

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

# Aerial Map - 135 W. Main St.



**MINUTES  
PLANNING AND ZONING COMMISSION  
JUNE 6, 2017**

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**Item 1:**

The Lewisville Planning and Zoning Commission meeting was called to order at 6:34 pm. Members present: William Meredith, MaryEllen Miksa, James Davis, Alvin Turner and Karen Locke. Member John Lyng was absent.

Staff members present: Richard Luedke, Planning Director; Mary Paron-Boswell, Senior Planner; and Jonathan Beckham, Planner.

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**Item 4:**

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

- B. **Public Hearing:** Consideration of a Zone Change Request From General Business District (GB) to Old Town Center Business District (OTC); on Approximately 0.0682 Acres, Legally Described as a Portion of Lot 7, Block 6, Original Town of Lewisville; Located on the North Side of West Main Street Approximately 215 Feet West of North Mill Street, at 135 West Main Street, as Requested by Amanda Ferguson-Owens, Denton Creek Partners Management, LLC, the Property Owner. (Case No. PZ-2017-06-12).

Staff gave a brief overview of the proposed zone change request and recommended approval. The public hearing was then opened by Chairman Davis. There being no public comment, the public hearing was then closed. A motion was made by MaryEllen Miksa to recommend approval of the zone change request, seconded by Karen Locke. The motion passed unanimously (6-0). Staff indicated that this item would be going before the City Council on June 19th for a second public hearing and a final decision.

## **SECTION 17-22. - "GB" GENERAL BUSINESS DISTRICT REGULATIONS**

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

(1) *Size of yards.*

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

(2) Reserved.

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

## **SECTION 17-22.6 - "OTC" OLD TOWN CENTER BUSINESS DISTRICT REGULATIONS**

- (a) *Use.* A building or premise shall be used only for office, retail and service uses which are primarily retail in nature including, but not limited to:
- (1) Retail establishments including but not limited to: bakeries; book, card, gift and stationary stores; building material sales; clothing; florists; grocery stores; and pet shops or others of a similar nature and subject to the following condition:
    - a. Temporary, portable outside display of merchandise is allowed on a daily basis but is limited to the area directly adjacent to the building occupied by the business and no more than five (5) feet from the building. A clear aisle shall be maintained for pedestrian access. Otherwise, no outside display or storage is permitted.
  - (2) Barber and beauty shops.
  - (3) Buildings and uses owned or operated by public governmental agencies.
  - (4) Business or commercial schools.
  - (5) Church worship facilities.
  - (6) Clinic, medical and dental, and related professional offices.
  - (7) Communication towers, accessory to the primary use, shall be located on a building and may extend a maximum of 15 feet above the building, but must be screened from view.
  - (8) Day nurseries.
  - (9) Dry cleaning and laundry services.
  - (10) Hotels, motels and inns.
  - (11) Professional offices.
  - (12) Restaurants.
  - (13) Veterinarian or animal clinic provided that no kennel or exercise runway shall be located outside the building.
  - (14) Video rental stores and movie theaters.
  - (15) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Dwelling units of 850 square foot minimum size shall be allowed as an accessory use to retail businesses.
  - (16) Non-accessory dwelling units of 650 square foot minimum size when located over a retail, restaurant or similar use on the first floor.
  - (17) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (18) Uses similar to the above mentioned permitted uses; provided activities conducted observe the requirements of all city ordinances.
  - (19) Bed and breakfast establishments (SUP required).
  - (20) Bar (SUP required).
  - (21) Hotels, motels and inns with rooms containing a cooktop or oven (SUP required).
- (b) *Height.* No building shall exceed a maximum height of three (3) stories or forty-five (45) feet excluding parapet walls. Parapet walls shall have a maximum height of eight (8) feet.
- (c) *Area.*
- (1) *Size of yards.*
    - a. *Front yard.* The front facades of buildings shall be set at the front property line. However, a portion of the façade may be set back further in order to create a special entry court or restaurant seating.
    - b. *Side yard.* The façade of a building located on a lot that adjoins a side street shall be located at the property line.

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



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

**ZONE CHANGE APPLICATION**

Owner/s (name): <u>AMANDA FERKUSON-OWENS</u>	
Company Name: <u>WE + YOU / Denton Creek Partners Management, LLC</u>	
Mailing Address: <u>135 W. MAIN ST LEWISVILLE 75057</u>	
Work #: <u>972 436 0800</u>	Cell #: <u>469 955 8017</u>
E-Mail: <u>WERVSYOU@ME.COM</u>	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): <u>Amanda Ferguson</u>	Date: <u>19 MAY 17</u>
Printed Name: <u>AMANDA FERKUSON-OWENS</u>	

Applicant/Agent (name):	
Company Name:	
Mailing Address:	
Work #:	Cell #:
E-Mail:	
Applicant/Agent Signature	Date:
Printed Name:	

Current Zoning: <u>GB</u>	Requested Zoning: <u>OTC</u>	Acres: <u>0.0682</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>OT LEWISVILLE BLK 6 LOT 7</u>		
Address/Location: <u>135 W. MAIN ST, LEWISVILLE 75057</u>		

Application and Sign Fees:

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

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

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

Amount Due (application & sign fee)	\$ _____
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**LEWISVILLE**  
Deep Roots. Broad Wings. Bright Future.

**REQUIRED:**

**Fully describe the plans for the property**

NO PLANS TO CHANGE USE... CURRENT USE IS  
FOR RETAIL/SERVICE STORE FRONT.

**NOTE:**

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

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

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING A 0.068-ACRE TRACT OF LAND, BEING A PORTION OF LOT 7, BLOCK 6, ORIGINAL TOWN OF LEWISVILLE, LOCATED ON THE NORTH SIDE OF WEST MAIN STREET APPROXIMATELY 215 FEET WEST OF NORTH MILL STREET, AT 135 WEST MAIN STREET, FROM GENERAL BUSINESS DISTRICT (GB) ZONING TO OLD TOWN CENTER BUSINESS DISTRICT (OTC) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING FOR A REPEALER, SEVERABILITY, AND A PENALTY; AND DECLARING AN EMERGENCY.**

**WHEREAS**, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that rezoning of the approximately 0.068-acre property described in the attached Exhibit “A” (the “Property”) be **approved**, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Lewisville, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and,

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

of safety from same; the effect on the promotion of health and the general welfare; effect on adequate light and air; the effect on the overcrowding of the land; the effect of the concentration on population; the effect on the transportation, water, sewerage, schools, parks and other public facilities; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 19TH DAY OF JUNE, 2017.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

Exhibit A  
Legal Description

EXHIBIT "A"

Being a 0.096 acre tract of land situated in the J. W King Survey, Abstract No. 696, in the City of Lewisville, Denton County, Texas, and being all of Lot 7, and a part of Lot 3, Block 6 of Original Town of Lewisville, an addition to the City of Lewisville, according to the Plat thereof recorded in Volume 75, Page 158 of the Plat Records of Denton County, Texas, and being all of that certain tract of land conveyed to Mayo Children's Trust No. 1, as described by deed recorded in Volume 1706, Page 365, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being that certain called 27 foot by 162 foot tract of land conveyed to Carrollton Development Corporation and Tim H. Willis, as described by deed recorded in Volume 698, Page 594 of the Deed Records of Denton County, Texas (D.R.D.C.T.), which is currently known and recognized as all of Lot 7, Block 6 of said Original Town of Lewisville, and being more particularly described as follows:

BEGINNING at an "X" found in concrete for the southeast corner of the herein described tract, same point being the southwest corner of a tract of land conveyed to Denton Publishing Company, as described by deed recorded in Volume 1104, Page 934, D.R.D.C.T., same point being the southwest corner of Lot 6, Block 6 of said Original Town of Lewisville, same point being in the north line of Main Street, same point from which an "X" found in concrete at the southeast corner of said Lot 6 bears North 90 degrees 00 minutes 00 seconds East, a distance of 29.20 feet;

THENCE South 90 degrees 00 minutes 00 seconds West, along the north line of said Main Street, a distance of 25.90 feet to an "X" found in concrete of the southeast corner of a tract of land conveyed to Linda A. Holsclaw, as described by deed recorded in Volume 4323, Page 12, R.P.R.D.C.T., same being the southeast corner of Lot 8, Block 6 of said Original Town of Lewisville;

THENCE North 00 degrees 01 minutes 45 seconds East, along the east line of said Lot 8 and partially along or near the center a north-south wall, passing at a distance of 131.65 feet an iron rod found at the original northeast corner of said Lot 8 and the original northwest corner of Lot 7, Block 6, continuing on for a total distance of 162.00 feet to a point within a building for corner, same point being at an inner-ell of said Holsclaw tract;

THENCE North 90 degrees 00 minutes 00 seconds East, along a south line of said Holsclaw tract, a distance of 25.90 feet to a 1/2 inch iron rod with yellow cap sarked "Arthur Surveying Company" set for corner at the northwest corner of said Denton Publishing Company tract, same being the northwest corner of what is currently known and recognized as Lot 6, Block 6 of said Original Town of Lewisville;

THENCE South 00 degrees 01 minutes 45 seconds West, along the west line of said Denton Publishing Company tract, passing and traversing along with the center of a north-south wall, continuing on for a distance of 162.00 feet to the POINT OF BEGINNING and containing a total of 0.096 acre of land, more or less.

SAVE AND EXCEPT THAT PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT "1" – ACQUISITION PARCEL, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ANY AND ALL PURPOSES.

# EXHIBIT "1"

## ACQUISITION PARCEL

### J.W. KING SURVEY, ABSTRACT NO. 696 PART OF BLOCK 6, ORIGINAL TOWN OF LEWISVILLE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS

#### Property Description

Being a tract of land situated in the J.W. King Survey, Abstract No. 696, City of Lewisville, Denton County, Texas, and being a portion of Block 6, of the Original Town of Lewisville according to the plat thereof recorded in Volume 75, Page 162, of the Deed Records of Denton County, Texas, and being a portion of that certain tract of land conveyed to Denton Creek Partners Management, LLC according to Special Warranty Deed recorded in Document Number 2011-30883, Official Records of Denton County, Texas, and being more particularly described as follows:

Beginning at a P.K. Nail with shiner stamped "NDM" set for the northeast corner of said Denton Creek Partners Management, LLC tract, said nail being the northwest corner of that certain tract of land conveyed to Service Nation Inc. according to Special Warranty Deed recorded in Document Number 2012-3680, Official Records of Denton County, Texas, and being in the south line of that certain tract of land conveyed to the City of Lewisville according to Warranty Deed recorded in Document Number 2004-21670, Official Records of Denton County, Texas;

THENCE South 00°49'56" East, departing the south line of said City of Lewisville tract, 41.18 feet with the east line of said Denton Creek Partners Management, LLC tract and the west line of said Service Nation Inc. tract to the north face of wall of an existing building;

THENCE South 89°11'07" West, 10.45 feet with the north face of wall of an existing building;

THENCE South 00°28'43" East, 9.97 feet with the west face of wall of an existing building;

THENCE South 89°21'49" West, 15.40 feet with the north face of wall of an existing building to the west line of said Denton Creek Partners Management, LLC tract, said corner being in the east line of that certain tract of land conveyed to Caroline Berend according to Warranty Deed with Vendor's Lien recorded in Document Number 2005-104980, Official Records of Denton County, Texas;

THENCE North 00°49'56" West, passing at a distance of 21.07 feet a P.K. Nail with shiner stamped "NDM" set for the northeast corner of said Berend tract, in all a distance of 51.07 feet with the west line of said Denton Creek Partners Management, LLC tract, the east line of said Berend tract and an east line of the aforementioned City of Lewisville tract to a P.K. Nail with shiner stamped "NDM" set for the northwest corner of said Denton Creek Partners Management, LLC tract, said nail being an ell corner of said City of Lewisville tract;

THENCE North 89°07'33" East, 25.91 feet with the north line of said Denton Creek Partners Management, LLC tract and the south line of said City of Lewisville tract to the Point of Beginning and containing 0.028 acres (1,220 square feet) of land, more or less.

Bearings for this survey are based on the Western Data Systems Texas Cooperative Network ([www.txrlk.com](http://www.txrlk.com)) and are referenced to NAD83 State Plane Coordinate System, Texas North Central Zone 4202.

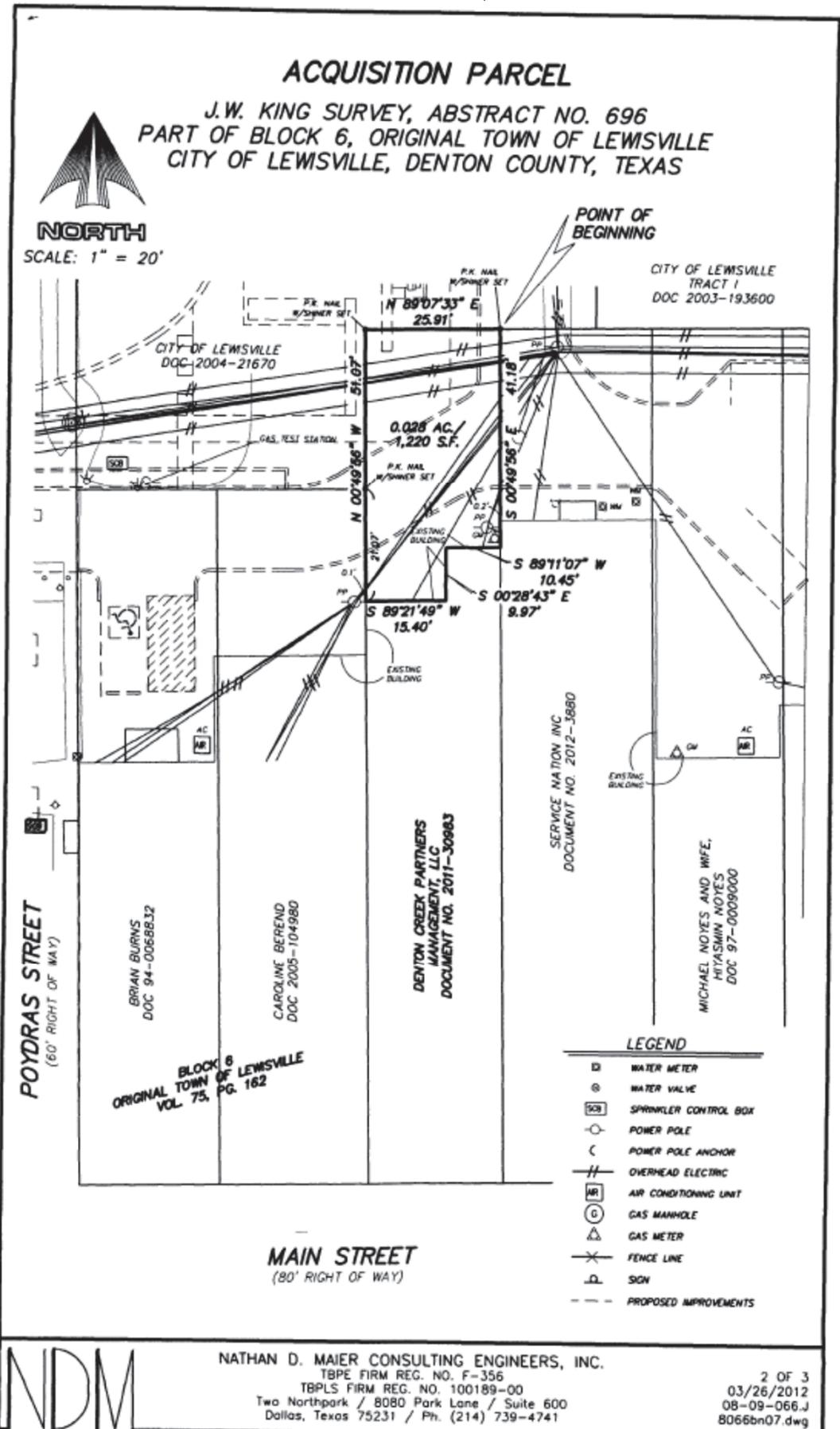
For Nathan M. Maier Consulting Engineers, Inc.



John L. Melton, P.C.S. 4268



# EXHIBIT "1"





**LEWISVILLE**

Deep Roots. Broad Wings. Bright Future.

**MEMORANDUM**

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

**FROM:** Donna Barron, City Manager

**DATE:** June 6, 2017

**SUBJECT: Approval of Amendments to Agreements Between Lewisville Crime Control & Prevention District, Lewisville Fire Control & Prevention District, and City of Lewisville and MuniServices, LLC; and Authorization for the City Manager to Execute the Amendments.**

**BACKGROUND**

The City of Lewisville currently has an agreement in place with MuniServices, LLC for the detection, documentation, and correction of errors, omissions, and misallocations in the collection of sales and use taxes. MuniServices works with the taxpayers in conjunction with the State Comptroller's Office to achieve compliance with the sales tax laws in the State of Texas thereby producing previously unrealized revenue for the City and a more accurate sales tax base.

In 2012, Lewisville Crime Control & Prevention District and Lewisville Fire Control & Prevention District each adopted an agreement with MuniServices for same services when sales tax collections began for these Districts. These Districts are considered separate taxing entities by the State and, therefore MuniServices required a separate agreement in order to perform services to each entity. The agreements in 2012 with the Districts were for a term of three years with two one-year renewal periods. The City's agreement with MuniServices terminates upon thirty (30) day written notice by either party.

**ANALYSIS**

MuniServices began assisting the City in 2002. Over the last ten years, their assistance has recovered approximately \$3.975M for the City and Districts that would have otherwise not been allocated to the City. Some of the corrections or error situations that MuniServices has discovered in the past:

- Sales tax being applied to the location of the work performed rather than location of where the taxpayer was located which was in Lewisville (type of service is taxed at origin).
- Taxpayers moving from other jurisdictions (or one outlet moving) to Lewisville, but not changing the local jurisdiction on their reporting.

Subject: MuniServices  
June 6, 2017  
Page 2



- Online businesses not correctly remitting sales tax purchased by Lewisville residents.
- Certain electric, gas and telecommunication companies not reporting sales tax based on customer/service location which is in Lewisville (type of service is taxed at destination).
- Taxpayers with sales of taxable and non-taxable goods, but not breaking out the taxable goods and collecting and remitting taxes on those revenues.
- Taxpayers located just barely within City boundaries, but remitting taxes in error to neighboring jurisdiction.
- When the Crime and Fire Control Districts were first established, all taxpayers were notified by the State Comptroller to add these additional tax rates. Some taxpayers did not add to the sales tax they were calculating and collecting or added one district but not the other.

Compensation for MuniServices is based solely on the revenue produced for the City and Districts. Compensation has been on a contingency basis amounting to 32.5 percent and applies to all sales and use tax revenues corrected and collected for the City and Districts for any periods recovered prior to the date of the corrected allocation and for tax revenues received for the first eight consecutive reporting quarters following the correction of the errors and confirmation of receipt of revenue by the City and Districts.

The new amendments for the Districts extend the terms the same as the City's—in force until cancelled by either party. The amendments all includes a reduction in the compensation percentage. Compensation is still on a contingency basis, but will amount to 30 percent rather than the previous 32.5 percent for new revenues identified on or after July 1, 2017.

### **RECOMMENDATION**

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

**Amendment No. 2 to  
Consultant Services Agreement**

This Amendment No. 2 is made as of May 12, 2017 by and between the City of Lewisville, a municipal corporation of the State of Texas (City) and MuniServices, LLC a Delaware limited liability company (Consultant) (collectively, the "Parties").

**RECITALS**

1. On or about June 3, 2002, City and Consultant entered into a Consultant Services Agreement for Economic Forecasting /Sales and Use Tax Review (the "Agreement").
2. On or about January 1, 2013 the Parties executed Amendment No. 1 to change the number of reporting quarters from twelve to eight.
3. Consultant now desires to reduce the compensation from a 32.5% contingency fee to a 30% contingency fee.

The parties therefore agree as follows:

1. **Amend Exhibit B, No. 5 of the Proposal (page B-4) Compensation.** Change the compensation from 32.5% to 30%. The second paragraph of the section will now read as follows:

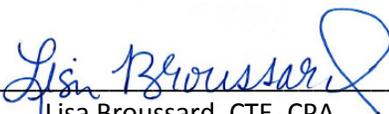
*"Consultant's fee for providing the service is 30% of the new sales, use and/ or mixed beverage tax revenue realized by the City as a result of Consultant detecting and documenting taxpayer reporting errors causing the related revenue deficiency. Said 30% applies to the first eight consecutive reporting quarters following correction of each of the errors by Consultant and confirmation of receipt of revenue for each respective error. Consultant will also pursue retroactive recoveries for the City for eligible prior periods. For any retroactive recovery, Consultant's 30% shall also apply to the amount of such recovery.*

*This change to the contingency fee applies to all new errors/deficiencies identified on or after July 1, 2017."*

2. **Other terms.** All other terms and conditions of the Agreement remained unchanged.

The parties are signing this Amendment on the date stated in the introductory clause.

**Consultant**  
MuniServices, LLC

By:   
\_\_\_\_\_  
Lisa Broussard, CTE, CPA  
SVP Central Operations

**City of Lewisville,**  
a Municipal Corporation

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name/title)

## Amendment No. 1 to Consultant Services Agreement

This Amendment No. 1 is made as of June 7, 2017 by and between the Lewisville Crime Control District, a municipal corporation of the State of Texas ("District") and MuniServices, LLC a Delaware limited liability company ("MuniServices") (collectively, the "Parties").

### RECITALS

1. On or about June 18, 2012, District and MuniServices entered into a Consultant Services Agreement for Sales Tax Compliance Review Services (the "Agreement").
2. The initial term of the Agreement was for a three year period with automatic renewal for two successive one year terms ending on June 18, 2017.
3. The District desires for the term to be on-going like that of the City of Lewisville.
4. Furthermore, MuniServices offers to reduce the compensation from a 32.5% contingency fee to a 30% contingency fee

The Parties therefore agree as follows:

1. **Amend Section 5. Term of this Agreement.** Remove this paragraph in its entirety and replace with the following:

*"The initial term of this Agreement begins on June 18, 2012 for a period of three years. After the initial term, this Agreement shall remain in force until terminated, or otherwise amended."*

2. **Amend Attachment 1, Article 4-Compensation.** Reduce the compensation from 32.5% to 30%. Remove the section in its entirety and replace with the following:

*"The DISTRICT shall pay MUNISERVICES a 30% contingency fee. The fee applies to the sales and use tax revenue received by the DISTRICT from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to both: (a) past compliance (as applicable) -- sales and use tax revenues received by the DISTRICT from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales and use tax revenues received for the first eight consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the DISTRICT. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior 12 months immediately prior to the first month of correct tax remittance.*

*MUNISERVICES will invoice DISTRICT quarterly based on past and/or prospective compliance secured on behalf of DISTRICT. Invoices are due and payable upon receipt.*

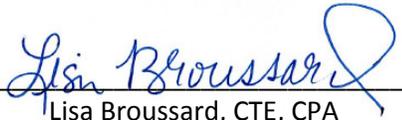
*All expenses incurred by MUNISERVICES in providing the Sales Tax Compliance Review are the sole and exclusive responsibility of MUNISERVICES, except those expenses that receive prior written approval by DISTRICT.*

*This change to the contingency fee applies to all new errors/deficiencies identified on or after July 1, 2017."*

**3. Other terms.** All other terms and conditions of the Agreement remained unchanged.

The Parties are signing this Amendment on the date stated in the introductory clause.

**Consultant**  
MuniServices, LLC

By:   
Lisa Broussard, CTE, CPA  
SVP Central Operations

**Lewisville Crime Control District,**  
a Municipal Corporation

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name/title)

## Amendment No. 1 to Consultant Services Agreement

This Amendment No. 1 is made as of June 7, 2017 by and between the Lewisville Fire Control District, a municipal corporation of the State of Texas ("District") and MuniServices, LLC a Delaware limited liability company ("MuniServices") (collectively, the "Parties").

### RECITALS

1. On or about June 18, 2012, District and MuniServices entered into a Consultant Services Agreement for Sales Tax Compliance Review Services (the "Agreement").
2. The initial term of the Agreement was for a three year period with automatic renewal for two successive one year terms ending on June 18, 2017.
3. The District desires for the term to be on-going like that of the City of Lewisville.
4. Furthermore, MuniServices offers to reduce the compensation from a 32.5% contingency fee to a 30% contingency fee

The Parties therefore agree as follows:

1. **Amend Section 5. Term of this Agreement.** Remove this paragraph in its entirety and replace with the following:

*"The initial term of this Agreement begins on June 18, 2012 for a period of three years. After the initial term, this Agreement shall remain in force until terminated, or otherwise amended."*

2. **Amend Attachment 1, Article 4-Compensation.** Reduce the compensation from 32.5% to 30%. Remove the section in its entirety and replace with the following:

*"The DISTRICT shall pay MUNISERVICES a 30% contingency fee. The fee applies to the sales and use tax revenue received by the DISTRICT from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to both: (a) past compliance (as applicable) -- sales and use tax revenues received by the DISTRICT from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales and use tax revenues received for the first eight consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the DISTRICT. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior 12 months immediately prior to the first month of correct tax remittance.*

*MUNISERVICES will invoice DISTRICT quarterly based on past and/or prospective compliance secured on behalf of DISTRICT. Invoices are due and payable upon receipt.*

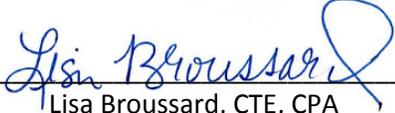
*All expenses incurred by MUNISERVICES in providing the Sales Tax Compliance Review are the sole and exclusive responsibility of MUNISERVICES, except those expenses that receive prior written approval by DISTRICT.*

*This change to the contingency fee applies to all new errors/deficiencies identified on or after July 1, 2017."*

**3. Other terms.** All other terms and conditions of the Agreement remained unchanged.

The Parties are signing this Amendment on the date stated in the introductory clause.

**Consultant**  
MuniServices, LLC

By:   
Lisa Broussard, CTE, CPA  
SVP Central Operations

**Lewisville Fire Control District,**  
a Municipal Corporation

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name/title)

## MEMORANDUM

TO: Donna Barron, City Manager

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

FROM: James Wallingsford, ULM Manager, Public Services

DATE: June 19, 2017

**SUBJECT: Approval of a Professional Service Agreement with RJN Group, Inc. for System Wide Flow Monitoring and Evaluation of the Wastewater Collection System, in the Amount of \$199,760; and Authorization for the City Manager to Execute the Agreement.**

### BACKGROUND

The City of Lewisville conducted flow monitoring in 2007 to evaluate the wastewater collection system for inflow and infiltration (I&I). Inflow is where rainwater directly enters the collection system through openings or improper connections, such as: cleanouts that are not covered, manhole covers with pick holes, yard drains, roof drains, or any other exposed opening into the collection system. Infiltration is entry of groundwater into the system. This can happen through cracks in pipes, loose joints at pipes or manholes, defective construction, or any other location where groundwater can enter the system. This rain and groundwater is then conveyed to the Prairie Creek Wastewater Treatment Plant where we expend time and resources treating it with the wastewater.

After the 2007 flow monitoring, approximately 75% of the system was evaluated in the field through smoke testing, video inspection, and detailed manhole inspections. This evaluation produced several volumes of recommendations to improve the system integrity and reduce I&I. The city completed many of these recommended projects over the last ten years.

Conducting flow monitoring again will determine the effectiveness of the I&I reduction work the city has performed over the last several years, as well as help us prioritize future I&I reduction efforts. Flows measured during this project will also be used in updating the city's Wastewater Master Plan.

### ANALYSIS

The system wide flow monitoring project will consist of the installation of 21 temporary flow meters throughout the City of Lewisville's wastewater collection system for approximately 60 days. The locations are identical to the flow monitoring that was conducted by RJN in 2007, with the addition of one new meter location to monitor flows entering the system from the Castle Hills development. Rain gauges will also be placed throughout the city to monitor rainfall during the period of flow monitoring.

To establish I&I rates, dry weather flows are measured, then the flow meters will remain in place and measure flows during periods of rainfall. The intensity of the different rain events are measured by the rain gauges, and RJN is able to correlate the measured flows in the collection system with the rainfall intensity. Each basin will then be evaluated to determine the volume of I&I within the basin. These basins will then be ranked, and additional I&I reduction efforts will be focused where they will be most effective.

This project will begin later this summer, with completion expected by February 2018. The project schedule includes flexibility to ensure measurement of dry weather flows as well as wet weather flows.

Funds are available in the 2014 I&I CIP project for this work.

### **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**  
**SYSTEM WIDE FLOW MONITORING**

The City of Lewisville, Texas, hereinafter called City, hereby engages RJN GROUP, INC., hereinafter called Consultant, to perform professional services in connection with installing temporary flow monitors throughout the City's sanitary sewer system and performing related monitoring and data analysis and reporting, hereinafter called Project.

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

The City has initiated a project to perform a uniform and collective system wide evaluation of the wastewater collection system, including system wide flow monitoring. In the past, the City has performed system wide flow monitoring and Sanitary Sewer Evaluation Studies (SSES) on approximately 75% of the collection system. This project will involve installing twenty-one (21) flow meters to monitor system wide flow through the sanitary sewer system and use the resulting data to reestablish Inflow and Infiltration (I/I) prioritization rankings of the City's sewer basins as well as establish how sanitary flows have changed since 2007.

**II. SCOPE OF SERVICES:**

The Project will generally consist of the following services, hereinafter called Services:

- A. Project Administration
- B. Flow Meter Investigation
- C. Flow Meter Installation
- D. Rain Gauge Investigation and Installation
- E. Flow Monitoring Period
- F. Rain Gauge Monitoring Period
- G. Flow Monitoring Data Analysis/Reporting, including draft reports and final report

A more detailed description of the Services is contained in Attachment "A". Consultant will perform all Services as outlined in this Agreement and all relevant attachments.

**III. AGREEMENT DOCUMENTS.**

The Agreement shall include the following documents, and this Agreement does hereby expressly incorporate same herein as if set forth verbatim in this Agreement:

- A. This Agreement
- B. The Scope of Services, attached as Attachment “A”
- C. The Compensation Schedule and Project Schedule, attached as Attachment “B”
- D. The City’s Insurance Requirements, attached as Attachment “C”

Except when in conflict with each other, all terms and conditions of this Agreement and all of its exhibits are binding on the Consultant. To the extent that any exhibit is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, followed by Exhibit B, followed by Exhibit C shall prevail in that order.

#### **IV. COMPENSATION.**

The total fee agreed to for all Services is **\$199,760.00**. A breakdown of fees for the various Services is included in Attachment “B”.

Invoices shall be submitted by cover letter from the project engineer on a monthly basis. 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 “C”. 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 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.

**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 IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**VIII. TERMINATION.** This Agreement may be terminated without cause at any time by the City prior to completion of the Consultant's services, 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 and submit all completed deliverables as outlined in Attachment "A" within 15 days.

- IX. TIME OF COMPLETION.** The project schedule for this project is shown in Attachment "B". A complete project schedule shall be completed and agreed to by the Parties by no later than August 1, 2017. The project schedule may be updated with the mutual consent of both Parties. In no case shall the time of completion for the Services be later than February 1, 2018, except with written consent from the City. 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 this Agreement will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- XI. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

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

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

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

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

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

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

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

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

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

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

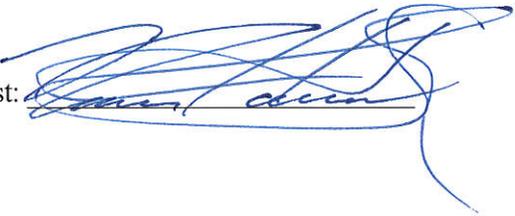
**APPROVED AS TO FORM:**

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

**RJN GROUP, INC.**

By: Den Jackson  
Daniel Jackson, Vice President

Date: 6/5/17

Attest: 

**RJN Group, Inc.**  
200 W. Front Street  
Wheaton, Il 60187

## Attachment A - Scope of Work

### City of Lewisville, Texas System Wide Flow Monitoring

The City of Lewisville has initiated a project to perform a uniform and collective system wide evaluation of the wastewater collection system. In the past, the City has performed system wide flow monitoring and Sanitary Sewer Evaluation Studies (SSES) on approximately 75% of the collection system. This project will reestablish Inflow and Infiltration (I/I) prioritization rankings of the sewer basins as well as understand how sanitary flows have changed since 2007.

The scope of this project includes installing twenty-one (21) flow meters to capture sanitary sewer flows throughout the City. Rain derived I/I rates for each sewer basin will be calculated and ranked.

Total anticipated cost for this scope of work is **\$199,760.00**.

The services to be provided include the following:

#### **I. Project Administration and Management**

##### *A. Project Administration*

1. Meet with City staff to discuss progress of the various tasks throughout the project. Monthly meetings are anticipated.
2. Perform general consultation with City staff on an as-needed basis.
3. Perform Engineer's internal project control procedures on a monthly basis, including schedule and budget control, quality control review, and monthly progress reports.

#### **II. Flow Monitoring**

##### *A. Flow/Rainfall Monitoring*

A total of thirty-one flow meters will be utilized to capture flows.

1. Site Selection/Verification
  - i. The Engineer will carry out all the necessary planning tasks associated with the temporary flow metering requirements for the study. The Engineer will review the available electronic mapping and the operational information for the collection system to identify the key temporary flow meter locations. The Engineer shall prepare and present

to the City a flow metering plan that describes the final temporary flow metering, equipment installation requirements (i.e. manhole access, traffic control, notification to landowners, assistance from Lewisville staff, etc.), equipment maintenance requirements, data recording frequency, and termination and removal of the equipment following completion of the monitoring period.

- ii. The Engineer shall inspect the proposed temporary flow meter locations (same locations anticipated as 2007) as necessary to determine their suitability for installation of the necessary equipment. Exhibit C outlines the proposed flow meter locations. If a location is identified as being unsuitable, then additional sites will be identified, one or two manholes upstream or downstream of the original site, and confirmed by the Engineer as suitable for equipment installation.

## 2. Install Temporary Meters

- i. The Engineer shall install twenty-one (21) temporary flow meters for a sixty (60) day monitoring period. All meters shall be the same type and model for consistency of data and shall be Doppler and pressure reducer type.

## 3. Maintain/Remove Temporary Meters

- i. The Engineer shall maintain the temporary flow meters over the sixty (60) day monitoring period. Maintenance shall be carried out on a regular basis and includes calibration of the recording equipment, downloading of recorded data, onsite analysis of the data to ensure proper meter function, cleaning of the sensor, and replacement of any defective equipment. It is assumed that adequate weather conditions will be observed during the monitoring period so that dry weather and wet weather conditions that include at least three (3) storm events of different rainfall intensities are observed.
- ii. An up-time of 90% for all temporary meters will be maintained. This will include dry and wet weather periods. If the up-time is not met by the Engineer, the monitoring will be extended to capture the meter days missed at no additional cost to the City. However, if sufficient data has been collected, the City will be credited for the downtime of the meters. The guaranteed up-time applies to mechanical malfunctions and does not apply to actions beyond the control of the Engineer, such as vandalism, excessive debris, etc.
- iii. Data recording interval for the temporary meters should be five (5) minutes. These intervals shall be consistent throughout the monitoring period.

- iv. The Engineer shall remove all the temporary flow meters at the completion of the sixty (60) day monitoring period if adequate weather conditions have been observed [dry weather and wet weather conditions that include at least three (3) storm events of different rainfall intensities]. The Engineer shall advise the City if adequate weather conditions have not been observed during the initial sixty (60) day monitoring period to allow the City to consider the funding of an extended period for flow monitoring, in advance of removal of the temporary flow meters.
4. Rainfall Monitoring
- i. The Engineer shall select eight (8) rain gauge sites to obtain rainfall data during the monitoring period. After selection of the sites, the Engineer will conduct site visits to locate public schools or other structures where the gauges can be installed
  - ii. The Engineer shall install and service the rain gauges with 0.01 inch accuracy in the study to obtain a continuous record of rainfall conditions during the monitoring period. Each rain gauge will also be inspected regularly and coincide with flow meter inspection.
  - iii. Upon completion of the flow monitoring phase of the project, all rain gauges and hardware will be removed
  - iv. Review all rain gauge data and all radar-rainfall estimates. The data will undergo a QA/QC process and any bad data that is identified will be corrected or removed from the analysis.

### **III. Schedule of Reports**

Reports will be prepared at key points during the project to summarize completed tasks. Reports are included below and are further described in the task description above. In addition to the project status meetings, a meeting will be held with the City of Lewisville prior to the delivery of the draft report to discuss the outline and general content of the report. The draft reports will contain estimated costs for the recommendations made within. The final reports will incorporate all comments from the City and recommendations and cost estimates will be updated accordingly.

#### **Flow Monitoring and I/I Analysis Report**

The City of Lewisville will be provided with three draft copies of each Report and three copies once all changes have been incorporated. Both draft and final reports will be submitted in hard copy and electronic format.

## Attachment B

### Compensation Schedule

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost (\$)</u>
Project Administration	1	\$15,340.00	\$15,340.00
Flow Meter Investigation	21	\$460.00	\$9,660.00
Flow Meter Installation	21	\$1,100.00	\$23,100.00
Rain Gauge Investigation and Installation	8	\$375.00	\$3,000.00
FM Monitoring Period	1,260	\$80.00	\$100,800.00
RG Monitoring Period	480	\$13.00	\$6,240.00
FM Data Analysis/Reporting	1	\$41,620.00	<u>\$41,620.00</u>
<b>Total Not-to-Exceed</b>			<b>\$199,760.00</b>

### Project Schedule

To be completed once start date is known. Full project schedule will be six (6) months.

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**  
**ENGINEERS – NON CONSTRUCTION**

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 \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

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

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

**D. OTHER INSURANCE PROVISIONS**

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

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

- a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the 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**

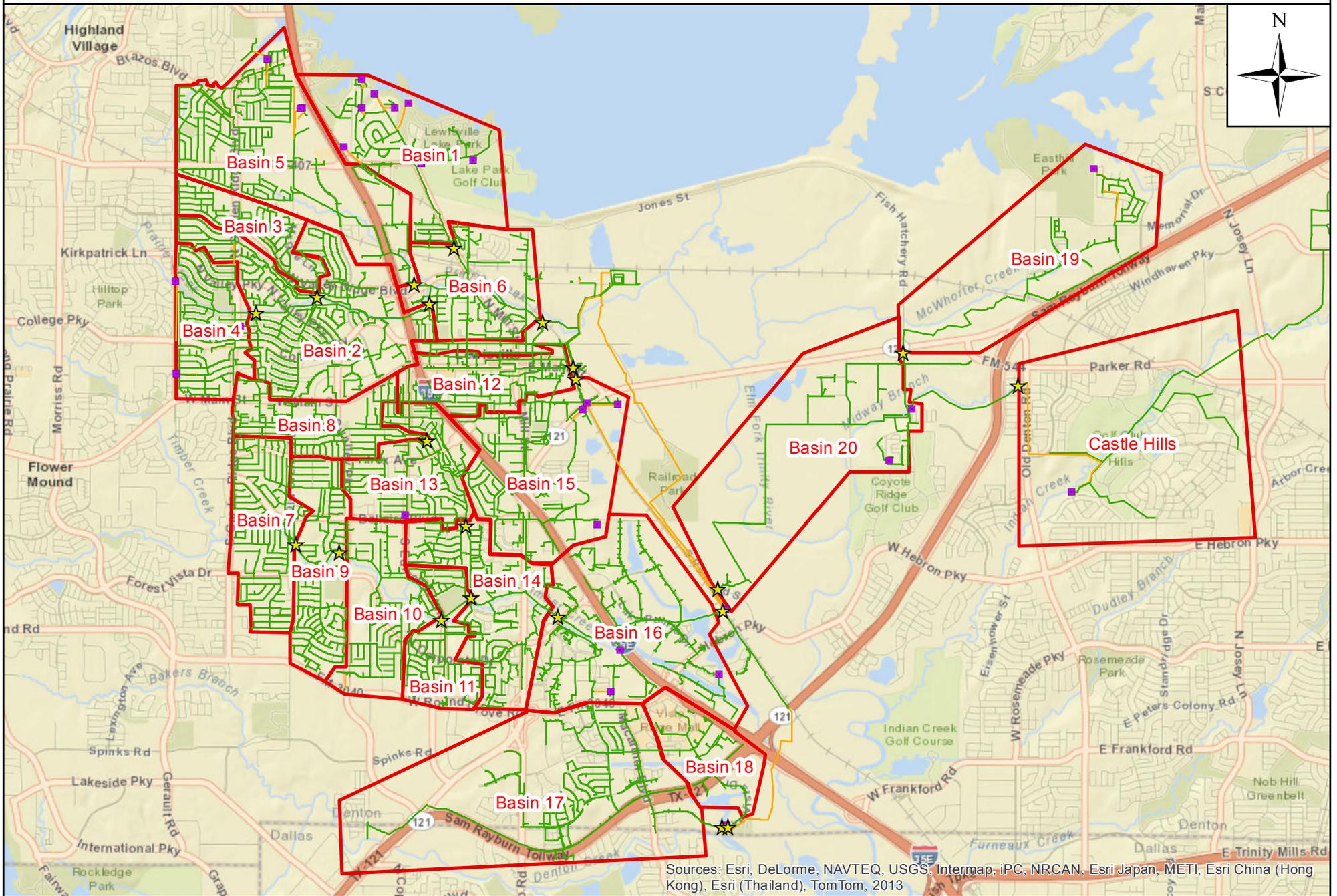
**INDEMNIFICATION. THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT,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

**THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**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.

# City of Lewisville, TX



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, IPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013

## MEMORANDUM

TO: Donna Barron, City Manager

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

DATE: June 19, 2017

**SUBJECT: Approval of a Professional Services Agreement With Birkhoff, Hendricks & Carter, LLP for Professional Engineering Services for a Water Distribution and Wastewater Master Plan Update, in the Amount of \$60,000; and Authorize the City Manager to Execute the Agreement.**

### BACKGROUND

The City of Lewisville owns and operates a water distribution system and a wastewater collection system. As the city develops, redevelops, and considers the future annexation of Castle Hills, it is necessary to periodically review and update the Water Distribution Master Plan and the Wastewater Master Plan. The current master plans were last updated in 2010, and were based on 2006 land use assumptions.

We currently have a project underway that will update the city's land use assumptions. This information, coupled with flow monitoring data that will be collected under a separate contract will provide data necessary to accurately model the demands on the water distribution and wastewater collection systems. Having current data, and accurate projections of future land use will provide a good basis of capacity needs, and recommended future upgrades.

An additional change since the 2010 master plan update is that we now have a better idea of when the Castle Hills development will be annexed into the City of Lewisville. At the time of the 2010 update, the Wastewater Plan indicated the addition of lift stations and force mains to avoid Lewisville wastewater flow entering Castle Hills, being handled by them, then re-entering Lewisville. With the expected annexation within the next five years, the handling of wastewater in this area will be revisited.

### ANALYSIS

This project will compile data from multiple sources, including land use plans, flow monitoring reports, City GIS systems, as-built drawings, etc., and add this information to the 2010 Master Plans. Hydraulic modeling will then be performed on both the water distribution system and the wastewater collection system.

This hydraulic modeling will determine if adequate capacity exists within the system for projected population densities across the city. Any lines that do not have the needed capacity will be identified for future upgrades. The model will also identify any changes that should be made to

improve water circulation that could help with water age issues, including a review of the operation of our elevated storage tanks. One of the goals of reviewing the operation of our elevated water storage tanks is to determine the appropriate size and method of operation of the tank at IH35.

The Wastewater Master Plan update will include considerable review and analysis of the wastewater flows east of the Elm Fork of the Trinity River, including Castle Hills. Options for handling this flow will be evaluated, and opinions of probable construction cost will be prepared for each option. The outcome of this exercise will be a master plan that provides for the fully developed wastewater flows to reach the Prairie Creek Wastewater Treatment plant in the most economical way possible.

This project will begin this summer. Some of the data that will go into the analysis is being gathered by other consulting firms, and will be delivered over the next few months. Once all data is delivered, this plan will take approximately six months to complete. This project should be complete by spring of 2018.

Funds are available in the Water/Sewer Study/Model CIP project for this work.

### **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**  
**WATER DISTRIBUTION MASTER PLAN**  
**AND**  
**WASTEWATER COLLECTION MASTER PLAN UPDATES**

The City of Lewisville, Texas, hereinafter called City, hereby engages Birkhoff, Hendricks & Carter, L.L.P., hereinafter called Consultant, to perform professional services in connection with Water Distribution Master Plan and Wastewater Collection Master Plan Updates, hereinafter called Project.

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

The City of Lewisville owns and operates a water distribution system and a wastewater collection system. As the city develops, redevelops, and considers future expansion, it is necessary to periodically review and update the Water Distribution Master Plan and the Wastewater Collection Master Plan.

The Project will compile data from multiple sources, including land use plans, flow monitoring reports, City GIS system, as-built drawings, etc., and add this information to the 2010 Master Plans. These plans will then be updated and provided to the City for determination and prioritization of future system needs.

**II. SCOPE OF SERVICES:**

The Project will consist of the following services, hereinafter called Services:

**A. Water Distribution Master Plan Update**

Consultant will:

- 1) Utilize the 2010 Water Distribution Master Plan Map as the Base Map.
- 2) Update lines that have been constructed since 2010.
- 3) Modify layout to reflect alignments of waterlines as they were constructed.
- 4) Update demand and population spreadsheets, based on 2017 Freese & Nichols - City of Lewisville Land Use Plan.
- 5) Run H<sub>2</sub>O Net Hydraulic Model for an extended period simulation of 72-hours during time of peak demand.
- 6) Analyze model results to check facilities, lines, and operation of elevated storage.
- 7) Complete fire flow analyses of each service area.
- 8) Update hard copy of the Water Distribution Master Plan Map.
- 9) Prepare written report.

## **B. Wastewater Master Plan Update**

Consultant will:

- 1) Utilize the 2011 Wastewater Collection System Master Plan Map as the base map.
- 2) Update lines and facilities that have been constructed since 2011.
- 3) Study the Eastside Sanitary Sewer System east of the Trinity River to include the following:
  - a) Estimate existing and ultimate wastewater flows from the City of Lewisville east of the Elm Fork of the Trinity River, the Castle Hills Development, and the Lord and Clem Properties.
  - b) Evaluate the capacity of the existing major wastewater collection lines in the Eastside Area compared to the estimated wastewater flows.
  - c) Size parallel major wastewater collection lines that may be needed to convey ultimate wastewater flows for the Eastside Area.
  - d) Evaluate diverting a portion of the wastewater flow from the Eastside Area directly to the City's wastewater treatment plant with a series of lift stations and force mains (Indian Creek, Cross Roads and Midway Branch).
  - e) Prepare opinions of probable construction cost for alternatives to manage the wastewater flow from the Eastside Area.
  - f) Prepare a schedule for recommended improvements to be constructed for the Eastside Sanitary Sewer System.
  - g) Meet with City Staff to discuss alternatives.
  - h) Prepare a letter report with applicable text, tables, maps, opinions of construction cost, conclusions and recommendations to present the results of the analysis of the Eastside Sanitary Sewer System.
- 4) Run Inflow hydraulic model and debug.
- 5) Prepare hard copy of Wastewater Collection System Master Plan Map, based on results of new hydraulic model.
- 6) Prepare written report.

### C. Deliverables

Consultant will:

- 1) Provide five (5) preliminary copies of the Water Distribution and Wastewater Collection System Master Plan Update Report to the City for staff review.
- 2) Provide ten (10) copies of the final Water Distribution and Wastewater Collection System Master Plan Update Report to the City, unbound.
- 3) Provide two (2) copies of the Water Distribution and Wastewater Collection System Master Plan Map to the City for wall mounting.
- 4) Provide to the City in electronic format the database for the Water Distribution and Wastewater Collection System Master Plan Update Report and Master Plan Map, along with the AutoCAD file for the Master Plan Map. The electronic files will be delivered with the following conditions:
  - a) Because data stored on electronic media can deteriorate undetected or be modified, it is agreed that Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media after an acceptable period of thirty days after delivery of these files.
  - b) The electronic files are an instrument of Birkhoff, Hendricks & Carter, L.L.P. service. Where conflicts exist between the hard copy and the electronic file, the hard copy will govern in all cases.
  - c) Both parties acknowledge mutual non-exclusive ownership of the electronic files and each party may use, alter or delete the files without consequences to the other party, subject to the requirements of Section VI of this Agreement.
  - d) The electronic files provided to the City do not contain engineer's seals, handwritten dates or signatures.

No services which require additional compensation beyond what is outlined in Section III, below, shall be undertaken without written approval by the City.

**III. COMPENSATION.**

Compensation for the performance of the Services in connection with the Project shall be as follows:

**A. Basis of Compensation**

1. The following schedule is established for each phase of the Services described in Section II:

Description of Service	Basis of Payment	Fee
Water Master Plan Update	Lump Sum	\$25,000
Wastewater Master Plan Update and Eastside Sewer Study	Lump Sum	\$35,000

2. The following fee schedule will be used for any work undertaken beyond the Services outlined in Section II of this Agreement.

**2017 FEE SCHEDULE**

Classification/Task	Straight Time (Rate)
Partner-In-Charge .....	\$260.00
Project Manager .....	\$224.00
Design Engineer .....	\$160.00
E.I.T. ....	\$102.00
AutoCAD III .....	\$157.00
AutoCAD II .....	\$128.00
AutoCAD I .....	\$121.00
Word Processor II .....	\$121.50
Word Processor I .....	\$68.00
Survey Crew .....	\$155.00
Expenses at Invoice Cost Times .....	\$1.15
Plotting Services .....	\$3.00 /sq ft
Mileage .....	IRS max.
Computer License (Weekly) .....	\$125.00
Computer License (Monthly) .....	\$350.00

**B. Maximum Limit on Compensation**

Total compensation for Services described shall not exceed \$60,000.00 unless this document is amended to allow such change.

**C. Procedures for Invoicing and Payment**

The Consultant will invoice City monthly in amounts based on percent complete and hours worked and expenses incurred; 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 "B". 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 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.
- 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 IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**VIII. TERMINATION.** This Agreement may be terminated by the City without cause at any time prior to completion of the Services, 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 and all completed deliverables as outlined in this Agreement within 15 days.

- IX. TIME OF COMPLETION.** A project schedule, shown in Attachment "A" is hereby included in this Professional Services Agreement by reference. A complete project schedule shall be completed and agreed to by the Parties by no later than September 2017. The project schedule may be updated with the mutual consent of both Parties. In no case shall the time of completion for the Services be later than May 31, 2018, except with written consent from the City. The Consultant agrees to perform the Services in accordance with the schedule, to the extent over which the Consultant has control.
- X. PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- XI. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a

violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

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

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

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

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. PERFORMANCE.** In compliance with Texas Local Government Code 271.904, the Contractor agrees to perform the Services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality as the

City and under the same or similar circumstances and professional license; and to perform the Services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, under the schedule as referenced in Section XIII of this Agreement.

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

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

**BIRKHOFF, HENDRICKS & CARTER,  
L.L.P.**

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

By:   
John W. Birkhoff, P.E., Partner

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

Date: 6/12/17

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

Attest: 

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

**BIRKHOFF, HENDRICKS & CARTER,  
L.L.P.**  
11910 Greenville Ave., Suite 600  
Dallas, Texas 75243

**APPROVED AS TO FORM:**

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

## **ATTACHMENT A**

### **PROJECT SCHEDULE**

Services will commence upon the work order, and upon delivery of the Freese & Nichols 2017 City of Lewisville Land Use Plan. The Services will be completed within six (6) months of receipt by the Consultant of the work order or the Land Use Plan, whichever is received later.

## ATTACHMENT B

### 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 \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

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

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

**D. OTHER INSURANCE PROVISIONS**

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

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

- a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the 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**

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

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

**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.



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**MEMORANDUM**

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

**FROM:** Julie Heinze, City Secretary

**DATE:** June 7, 2017

**SUBJECT: Discussion and Consideration of Appointments to Various City Boards/Commissions/Committees.**

**BACKGROUND**

On June 30, various terms of office on the City's boards, commissions, and committees will be expiring. Those positions have been identified and current appointees notified. The Board/Commission/Committee Appointment Process Electronic Notebook has been created for City Council's review. Data sheets for members requesting reappointment and all new applicants have been included in the book. At the June 5, 2017 City Council meeting, the following interview teams were set up: Mayor Pro Tem Gilmore and Councilman Jones; Councilman Ferguson and Councilman Daniels; and Mayor Durham.

The following is a list of current board members that are interested in being reappointed:

**Animal Services Advisory Committee**

Brandon Jones	Place No. 1 (Council Rep.)
Judy Cromwell	Place No. 3
Nick Rudolph	Place No. 5 - (Animal Welfare Orgztn. Rep.)
Marie S. Nygaard	Place No. 7 - (Veterinarian Rep.)

**Arts Advisory Board**

Craig Roberts	Place No. 1
Tona I. Svoboda	Place No. 5

**Community Development Block Grant Advisory Committee**

Tamela D. Bowie	Place No. 1
Sarah McLain	Place No. 3
Latashia I. Sherrod	Place No. 5
Debbie Fu	Place No. 7



**Lewisville Housing Finance Corporation**

Charles Emery                      Place No. 1

**Lewisville Industrial Development Corporation**

Charles Emery                      Place No. 5

**Lewisville Local Government Corporation**

R Neil Ferguson                      Place No. 1  
Brent Daniels                      Place No. 2  
Brandon Jones                      Place No. 3  
Rudy Durham                      Place No. 4  
TJ Gilmore                      Place No. 5

**Lewisville Parks and Library Development Corporation**

TJ Gilmore                      Place No. 1  
Robert Solete                      Place No. 2  
Ken Judkings                      Place No. 3  
R. Neil Ferguson                      Place No. 4  
Brandon Jones                      Place No. 5  
Rudy Durham                      Place No. 6

**Library Board**

Cheryl Moore                      Place No. 1  
Kathaleen Rodriguez                      Place No. 3  
Gail T Robinson                      Place No. 5

**Oil and Gas Advisory Board**

Dave Leopold                      Place No. 1  
Bobby Dollak                      Place No. 3

**Old Town Design Review Committee**

Sharon Ellis                      Place No. 3  
Bill Peck                      Architect



**Park Board**

Richard Oropeza	Place No. 3
Robert Solete	Place No. 5
Michael Pope	Place No. 7
Cally Browning	Place No. 9

**Planning and Zoning Commission** (also serves as: Transportation Board, Capital Improvement Advisory Committee & Brownfields Advisory Committee)

John Lyng	Place No. 2
Alvin Turner	Place No. 4
Kristin Green	Place No. 6

**Tax Increment Reinvestment Zone, Number One, Board of Directors**

Tamela Bowie	Place No. 1
Bill Peck	Place No. 5

**Tax Increment Reinvestment Zone, Number Two, Board of Directors**

Chip Tabor	Place No. 1
Michelle D Viner	Place No. 3
James Davis	Place No. 5

**Zoning Board of Adjustment**

Tom Jensen	Place No. 1
James Collier	Place No. 3
Winston Edmondson	Alternate No. 1

**Lewisville 2025 Advisory Board**

Derik Hayenga	Place No. 1
Robert Solete	Place No. 3
Tamela Bowie	Place No. 5
Toya Gant	Place No. 7
Ray Hernandez	Place No. 9

Should the City Council reappoint all the current members interested in being reappointed to their existing Board/Commission/Committee, the following vacancies will exist:

- Arts Advisory Board – Place No. 3 (Employed by Institution of Learning in an Art Related field)
- Arts Advisory Board – Place No. 7 (Lewisville resident)
- Arts Advisory Board - Place No. 9 (Lewisville resident)
- Lewisville Housing Finance Corporation – Place No. 3
- Lewisville Housing Finance Corporation - Place No. 5
- Lewisville Industrial Development Corporation – Place No. 1
- Lewisville Industrial Development Corporation – Place No. 3
- Lewisville Parks and Library Development Corporation – Place No. 7
- Library Board – Place No. 7
- Oil and Gas Advisory Board – Place No. 5 (Industry Representative)
- Oil and Gas Advisory Board – Place No. 7 (Resident)
- Old Town Design Review Committee – Place No. 1 (Lewisville resident)
- Old Town Design Review Committee – Place No. 5 (Lewisville resident)
- Park Board – Place No. 1
- Tax Increment Reinvestment Zone, No. 1, Board of Directors – Place No. 3 (TIRZ Property Owner)

### ANALYSIS

Please note when reviewing the data sheets behind each specific board of the electronic boards/commissions notebook, in the top right hand corner there is a notation if the applicant is a current member or new applicant. If they are a new applicant, it will show if this board is their first or second choice (when no applicants have selected a first or second choices for a particular board, applicants indicating a lower rated interest will be included). The electronic notebook contains the following information:

Bookmark 1	Appointment Directives
Bookmark 2:	List of 2017 Vacancies and Reappointment Considerations
Bookmark 3:	Interview Questions
Bookmark 4:	Re-appointees – 2017
Bookmark 5:	New Applicants List - 2017
Bookmark 6:	Animal Services Advisory Committee
Bookmark 7:	Arts Advisory Board
Bookmark 8:	Community Development Block Grant Committee
Bookmark 9:	Lewisville Housing Finance Corporation
Bookmark 10:	Lewisville Industrial Development Corporation
Bookmark 11	Lewisville Local Government Corporation



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Bookmark 12	Lewisville Parks and Library Development Corporation
Bookmark 13:	Library Board
Bookmark 14:	Oil and Gas Advisory Board
Bookmark 15:	Old Town Design Review Committee
Bookmark 16:	Park Board
Bookmark 17:	Planning and Zoning Commission
Bookmark 18:	Tax Increment Reinvestment Zone #1
Bookmark 19:	Tax Increment Reinvestment Zone #2
Bookmark 20:	Zoning Board of Adjustment
Bookmark 21	Lewisville 2025 Advisory Board

**RECOMMENDATION**

The City staff's recommendation is that the City Council proceed with the appointment process to the various City Boards/Commissions/Committees.



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**MEMORANDUM**

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

**FROM:** Julie Heinze, City Secretary

**DATE:** June 12, 2017

**SUBJECT:** **Consideration of Declaring Vacancies Exist in Place No. 4 on the Park Board and Place No. 3 on the Lewisville 2025 Advisory Board; and Consideration of Appointments to Place No. 4 on the Park Board and Place No. 3 on the Lewisville 2025 Advisory Board.**

**BACKGROUND**

Bob Troyer will be sworn into Place No. 1 of the Lewisville City Council on June 19, 2017. As Mr. Troyer will now be serving as a City Council Member, he can no longer serve as a member on the Park Board and Lewisville 2025 Advisory Committee. The City Council will need to declare the vacancies and consider new appointments to fill both vacancies.

**ANALYSIS**

Their data sheets are currently available in the 2017 Board/Commissions/Committees Notebook located in Dropbox.

**RECOMMENDATION**

It is City staff's recommendation that the City Council declare vacancies and consider appointments as set forth in the caption above.

## Park Board Roster/Terms of Office

<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
Jim Domer 2080 Stillwater Pl. Lewisville, TX 75067 972-571-8092(c) <a href="mailto:domerj@aol.com">domerj@aol.com</a>	Place No. 1	9/14/2009	6/15/2015	6/30/2017
William Shull 1327 Starling Ln. Lewisville, TX 75077 972-317-6496 (h) 972-754-2155 (c) <a href="mailto:wnshull@verizon.net">wnshull@verizon.net</a>	Place No. 2	6/17/2013	6/20/2016	6/30/2018
Richard Oropeza 1366 Forest Creek Dr. Lewisville, TX 75067 972-219-1886 (h) 214-995-8771 (c) <a href="mailto:hankless@verizon.net">hankless@verizon.net</a>	Place No. 3	11/07/2011	6/15/2015	6/30/2017
Robert Troyer 1738 Sterling Ln. Lewisville, TX 75067 214-222-4141 (c) <a href="mailto:bob.troyer@verizon.net">bob.troyer@verizon.net</a>	Place No. 4	6/16/2014	6/20/2016	6/30/2018
Robert Solete 1737 Mystic Hollow Dr. Lewisville, TX 75067 972-221-9255 (h) 972-821-2988 (c) <a href="mailto:rsolete@2020companies.com">rsolete@2020companies.com</a>	Place No. 5 Chairman	7/02/2007	6/15/2015	6/30/2017

## Park Board Roster/Terms of Office

<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
James Collier 1020 Cassion Dr. Lewisville, TX 75067 972-315-2377 (h) <a href="mailto:jbc_glc1@verizon.net">jbc_glc1@verizon.net</a>	Place No. 6	6/17/2013	6/20/2016	6/30/2018
Michael Pope 1391 Forest Hill Cr. Lewisville, TX 75067 972-221-7815 (h) 469-516-9829 <a href="mailto:mikepope@prodigy.net">mikepope@prodigy.net</a>	Place No. 7	4/19/2010	6/15/2015	6/30/2017
David Adkisson 601 Marcus Dr. Lewisville, TX 75057 214-222-4358 (h) <a href="mailto:dave@webdelight.net">dave@webdelight.net</a>	Place No. 8	6/19/2006	6/20/2016	6/30/2018
Cally Browning 2004 Choctaw Ridge Dr. Lewisville, TX 75067 972-315-2699 (h) 972-740-0313 (c) <a href="mailto:callybrowning83@gmail.com">callybrowning83@gmail.com</a>	Place No. 9 Vice-Chairperson	8/26/2002	6/15/2015	6/30/2017

## Lewisville 2025 Advisory Board Roster/ Terms of Office

<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
Derik Hayenga 1661 Castle Rock Lewisville TX 75077 817-808-0461 (c) <a href="mailto:Drhayenga@gmail.com">Drhayenga@gmail.com</a>	Place No. 1	10/06/2014		6/30/2017
Robert (Bob) Troyer 1738 Sterling Lane Lewisville, TX 75067 214-222-4141 (c) <a href="mailto:bob.troyer@verizon.net">bob.troyer@verizon.net</a>	Place No. 2	10/06/2014	7/18/2016	6/30/2018
Robert Solete 1737 Mystic Hollow Drive Lewisville TX 75067 972-221-9255 (h) 972-821-2988 (c) <a href="mailto:rsolete@2020companies.com">rsolete@2020companies.com</a>	Place No. 3	10/06/2014		6/30/2017
Amanda Ferguson 135 West Main Street Lewisville, TX 75057 469-955-8017 (c) <a href="mailto:weplusyou@me.com">weplusyou@me.com</a>	Place No. 4	10/06/2014	7/18/2016	6/30/2018
Tamela Bowie 1636 Niagara Blvd Lewisville TX 75077 214-478-0293 (c) <a href="mailto:tamelabowie@aol.com">tamelabowie@aol.com</a>	Place No. 5	10/06/2014		6/30/2017

## Lewisville 2025 Advisory Board Roster/ Terms of Office

<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
Kristin Green 305 W. College St. Lewisville, TX 75057 214-729-8733 (c) <a href="mailto:kristin@verdunity.com">kristin@verdunity.com</a>	Place No. 6	10/06/2014	7/18/2016	6/30/2018
Toya Gant 2794 Vista View Drive Lewisville, TX 75067 972-315-6136 (h) <a href="mailto:Luvjones25@msn.com">Luvjones25@msn.com</a>	Place No. 7	10/06/2014		6/30/2017
Karen Locke 1420 Bobing Drive Lewisville, TX 75067 972-221-2586 (h) 214-733-2795 (c) <a href="mailto:lockekk@gmail.com">lockekk@gmail.com</a>	Place No. 8	10/06/2014	7/18/2016	6/30/2018
Ray Hernandez 151 N. Valley Parkway Lewisville, TX 75067 512-667-4098 (c) 972-436-9571 (w) <a href="mailto:ray@lewisvillechamber.org">ray@lewisvillechamber.org</a>	Place No. 9	10/06/2014		6/30/2017