



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
DECEMBER 4, 2017**

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

WORKSHOP SESSION - 6:00 P.M.

REGULAR SESSION – 7:00 P.M.

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 6:00 P.M.

- A. Quarterly Capital Project Update
- B. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION – 7:00 P.M.

- A. **INVOCATION:** Councilman Gilmore
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Ferguson
- C. **PRESENTATION:** Presentation of the James Vyers Field Officer Award to Animal Control Officer Darren Dixon.
- D. **PUBLIC HEARINGS:**
 - 1. **Public Hearing:** Consideration of an Ordinance Granting a Zone Change From Multi-Family One District (MF-1) to General Business District (GB); on an Approximately 0.558 Acres Legally Described as Lot 3B, Block A, Timber Village Addition, Located on the North Side of Valley View Drive; Approximately 470 Feet West of S.H. 121 Business, at 139 Valley View Drive; as Requested by Cynthia Rahimi of Saylor Resources Inc., the Property Owner (Case No. PZ-2017-11-24).

**AGENDA
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DECEMBER 4, 2017**

ADMINISTRATIVE COMMENTS:

The applicant is requesting General Business District (GB) zoning which would allow kennels with outdoor runs, with a Special Use Permit (SUP). The request for a zone change to GB is compatible with the surrounding area. The Planning and Zoning Commission recommended unanimous approval (5-0) of the zone change request at their meeting on November 14, 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: - Cynthia Rahimi, Sayr Resources Inc.

2. **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit and one Associated Variance for a Kennel with Outdoor Runs on Approximately 0.558 Acres Legally Described as Lot 3B, Block A, Timber Village Addition, Located on the North Side of Valley View Drive Approximately 470 Feet West of S.H. 121 Business, at 139 Valley View Drive and Zoned General Business District (GB), as Requested by Cynthia Rahimi of Sayr Resources Inc., the Property Owner (Case No. SUP-2017-10-14).**

ADMINISTRATIVE COMMENTS:

The property owner plans to convert the existing building into a pet daycare, which requires the approval of a special use permit (SUP). Proposed improvements include enhancements to the exterior of the existing building and the addition of outdoor runs at the sides and rear of the property along with additional site landscaping. One variance is requested to allow a 6-foot vinyl screening fence at the west property line in lieu of the required 6-foot masonry screening wall. The Planning and Zoning Commission recommended unanimous approval (5-0) of the requested SUP on November 14, 2017.

RECOMMENDATION:

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

AVAILABLE FOR - Richard E. Luedke, Planning Director

**AGENDA
LEWISVILLE CITY COUNCIL
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QUESTIONS: - Cynthia Rahimi, Sayr Resources Inc.

- E. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.
- F. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
- 3. Approval of a Bid Award for an Annual Requirements Agreement for Instrumentation and (SCADA) Telemetry Maintenance to Prime Controls, LP., Lewisville, Texas, for an Estimated Amount of \$88,150; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

A total of thirty-six (36) bid invitations were downloaded from Bidsync.com. Three (3) bids were received and opened on October 31, 2017. The Public Services Department contracts for instrumentation services to maintain water and wastewater operating systems, flow meters and other control instrumentation that are in service at both the treatment plants, lift stations, pump stations, metering and storage facilities. The term of the agreement will be twelve (12) months, with options to extend for up to two (2) additional twelve (12) month periods. Funding is available in the user's department operating budget.

RECOMMENDATION:

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

- 4. Approval of an Amendment to the Economic Development Agreement, Approved on May 16, 2016, Between Hard Sun 100, LLC and the City of Lewisville; and Authorization for the City Manager to Execute the Contract.**

**AGENDA
LEWISVILLE CITY COUNCIL
DECEMBER 4, 2017**

ADMINISTRATIVE COMMENTS:

On May 16, 2016, the City and Hard Sun 100, LLC, entered into an Economic Development Agreement (Agreement) for the development of a restaurant at 119 East Main Street (Lewisville Feed Mill). The Agreement calls for the improvements to be substantially complete by December 30, 2017 and a Certificate of Occupancy must be issued by this date for the Agreement to be effective. The owner is requesting an extension to March 30, 2018.

RECOMMENDATION:

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

- 5. Approval of a Resolution for the Authorization of a 401(a) Plan and Authorization for the City Manager to Execute all Necessary Documents.**

ADMINISTRATIVE COMMENTS:

The City of Lewisville currently provides a match to employees who contribute a minimum of 4% to the 457(b) Deferred Compensation Plan in lieu of Social Security. Currently there is no vesting requirement for employees to receive the City's match. Staff recommends establishing a 401(a) Plan for the City's contribution and the implementing a five-year vesting provision for employees hired after January 1, 2018. Employees' contributions will continue to be made to the 457(b) Deferred Compensation Plan.

RECOMMENDATION:

That the City Council approve the resolution as set forth in the caption above and authorize the City Manager to execute all necessary documents.

G. REGULAR HEARINGS:

- 6. Consideration of Approval Request to Name the Disc Golf Course at Lake Park the Tom "Old Man" McCutcheon Disc Golf Course.**

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ADMINISTRATIVE COMMENTS:

A request has been submitted to the Parks & Recreation Department to recognize the efforts of a former resident and parks advocate by naming the disc golf course at Lake Park the Tom “Old Man” McCutcheon Disc Golf Course. Mr. McCutcheon is credited with bringing disc golf to the area and is considered the father of disc golf in Lewisville. He helped design, fund and construct both the LL Woods and Lake Park disc golf courses. He organized tournaments and clean ups and took time to teach the game to anyone who wanted to learn. The Parks & Recreation Advisory Board voted unanimously to recommend the naming of the disc golf course to City Council.

RECOMMENDATION:

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

- 7. Consideration of a Resolution Casting Lewisville’s Votes for Directors to the Denton Central Appraisal District Board.**

ADMINISTRATIVE COMMENTS:

The Denton Central Appraisal District has furnished a list of nominated candidates for election to their Board of Directors, as well as a list outlining the 2017 Distribution of Votes. Votes may be cast for one or more candidates but cannot exceed the number allocated to the entity in total. The City of Lewisville has been allocated 109 votes. The five nominees receiving the most votes become the board. Information sheets on the candidates are provided for Council's consideration. Each voting unit must cast its vote by December 15th.

RECOMMENDATION:

That the City Council consider casting Lewisville's votes for Directors to the Denton Central Appraisal District Board.

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

**AGENDA
LEWISVILLE CITY COUNCIL
DECEMBER 4, 2017**

- I. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
 - 1. Section 551.072 (Real Estate): Property Acquisition
 - 2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations

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

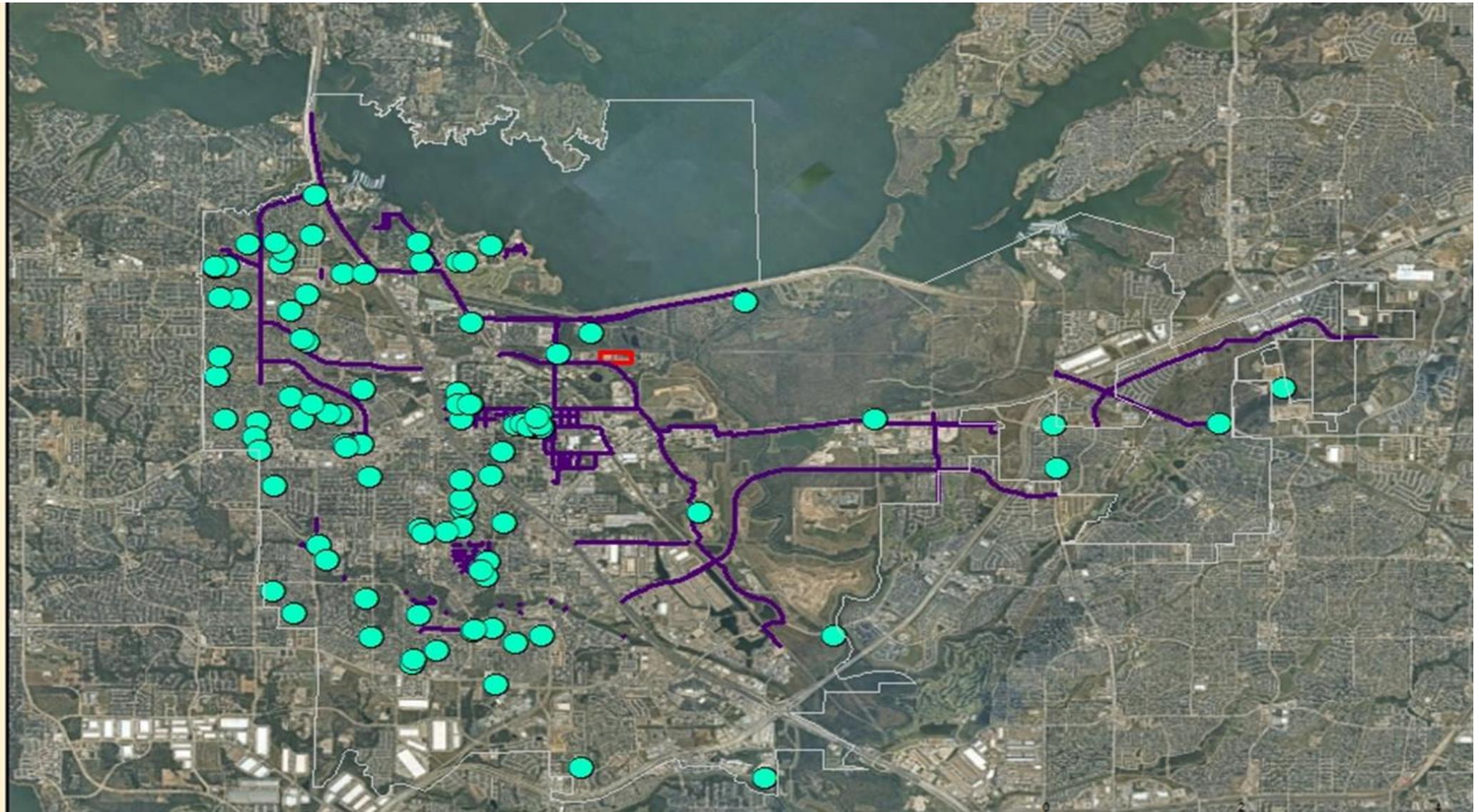
- K. **ADJOURNMENT**

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

CAPITAL PROJECT UPDATE



December 4, 2017



MAJOR CAPITAL PROJECTS

STREET PROJECTS

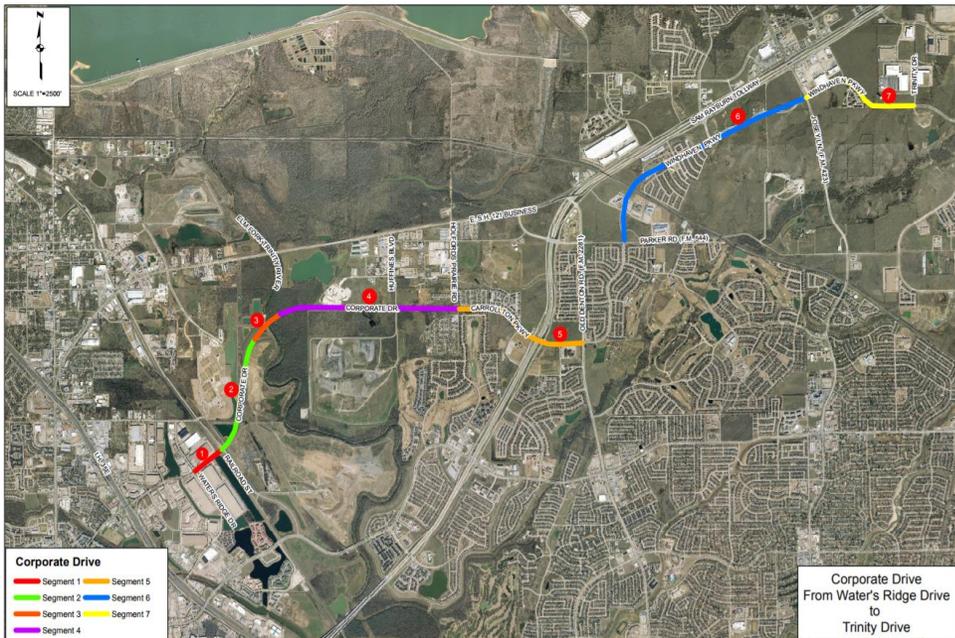




Valley Ridge Mill to College - \$19,790,972

- 4-lane divided arterial roadway between Mill Street and College Street including a bridge over Prairie Creek.
- Denton County has participated with \$5,000,000 in funding and the NCTCOG has provided \$4,700,000 in RTR money.
- Total cost will be roughly \$19,000,000 including design and right of way when it is finished.
- Project construction is substantially complete - roadway is open to traffic.
- Estimated final completion in December, 2017

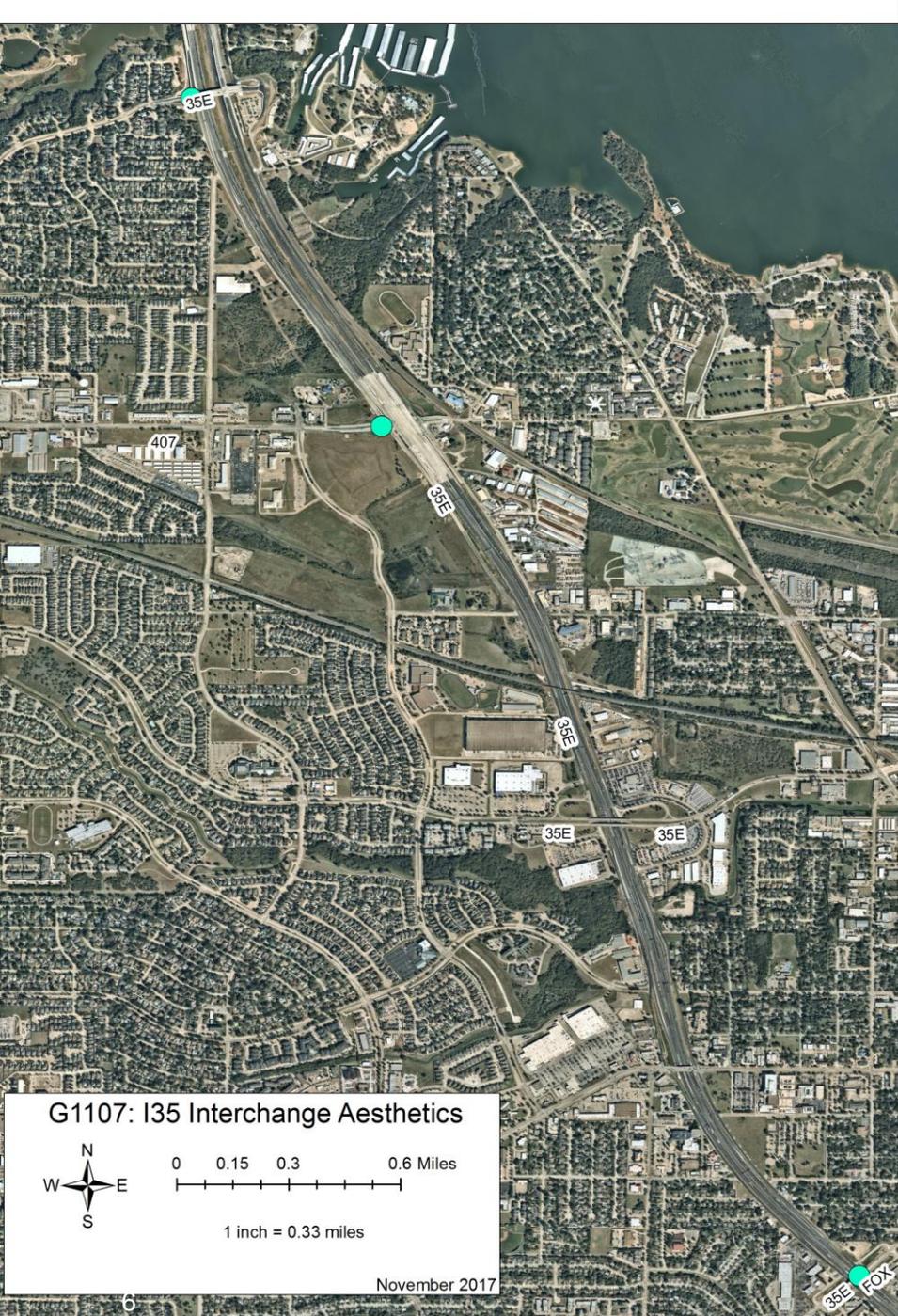
Corporate - \$43,635,040



- Segment 1 from Waters Ridge to Railroad Street is completed.
- Segments 2-4 (Railroad Street to Holford's Prairie) have been combined into a single project; in the early stages of design; Construction not expected until 2020. After considering a menu of enhancement options, Council directed staff to move forward with a 5-foot sidewalk on the north side and a 12-foot multi-use trail along the south side of the road. The base project includes decorative rails on each side of the bridge over the Elm Fork Trinity River.
- Segment 5 (Holford's Prairie to Old Denton Road) is at 30% design stage. Construction could begin as early as 2019.
- Segment 6 (FM 544 to Josey) has been completed with the exception of the Underpass at the KCS railroad; utilities in conflict have been relocated; railroad bridge plans are complete pending final KCS review. Underpass and roadway plans are 90% complete. Construction timing dependent on securing KCS approval of the plans and railroad crossing agreement.
- Segment 7 (Josey to Trinity Drive) is complete.

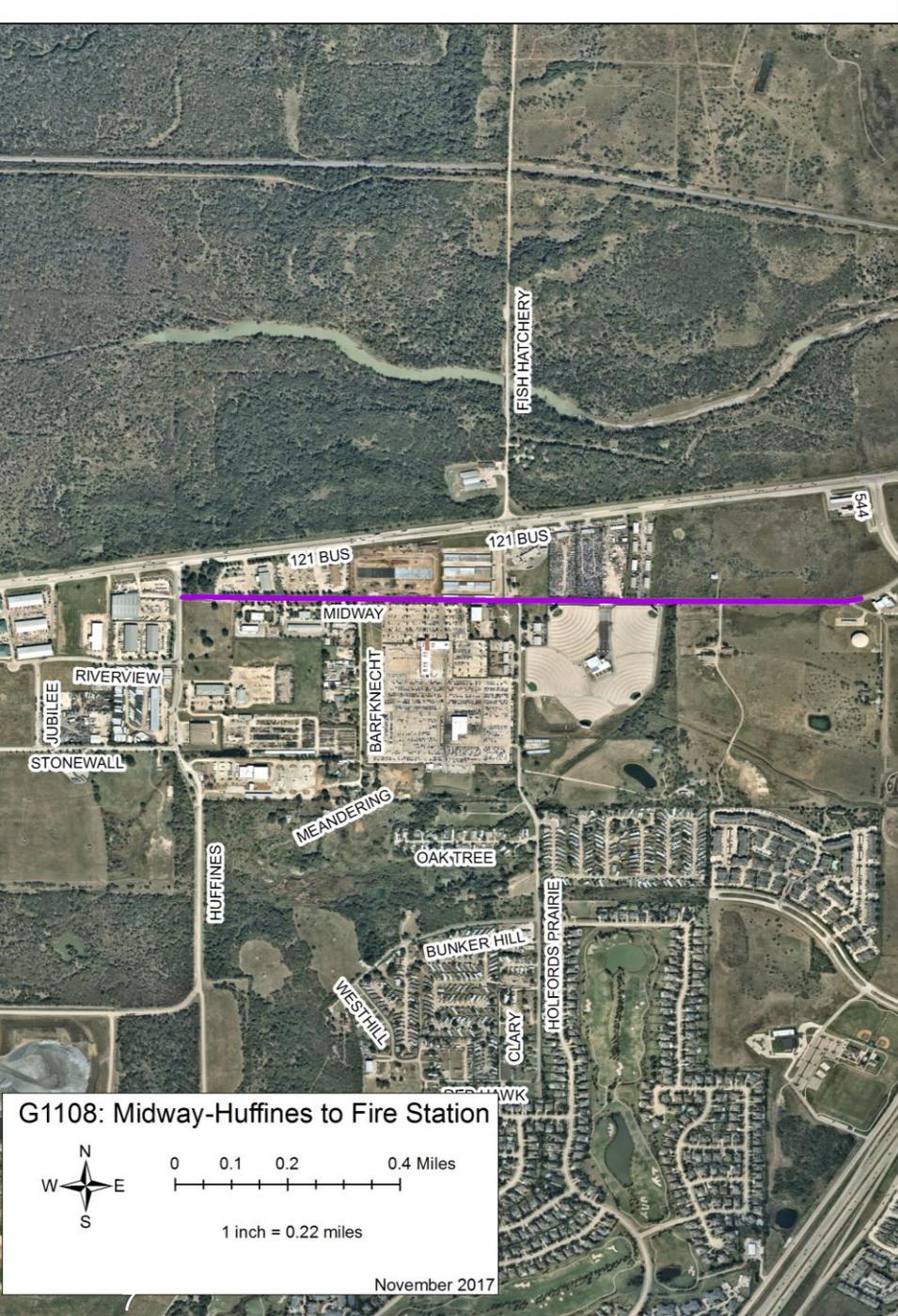
I35 Interchange Aesthetics - \$8,600,000

- Aesthetic improvements at various interchanges along I-35 in Lewisville (also includes \$2M payment to TxDOT for FM 407 Interchange reconstruction).
- Denton County is funding 83% of the cost.
- Improvements at Garden Ridge, FM 407 & Fox Avenue are substantially complete. Staff met with AGL to discuss project close out on November 29th. Staff presented a punch list of items that require correction and/or completion before the City will sign off on the project. AGL will be addressing punch list items through December.
- It is anticipated that there will be remaining funds for future phases.



Midway – Huffines to Fire Station # 6 - \$4,803,816

- Midway Road reconstruction from Huffines Blvd. to Midway Pump Station near FM 544.
- Project design is complete and right of way parcels are acquired.
- Construction is on hold until the Valley Ridge to Midway 24-inch water main is completed underneath Midway Road to avoid construction conflicts.
- Construction could start in Spring of 2018 with completion in 2020.



Northwest Old Town/Jones - \$4,496,663

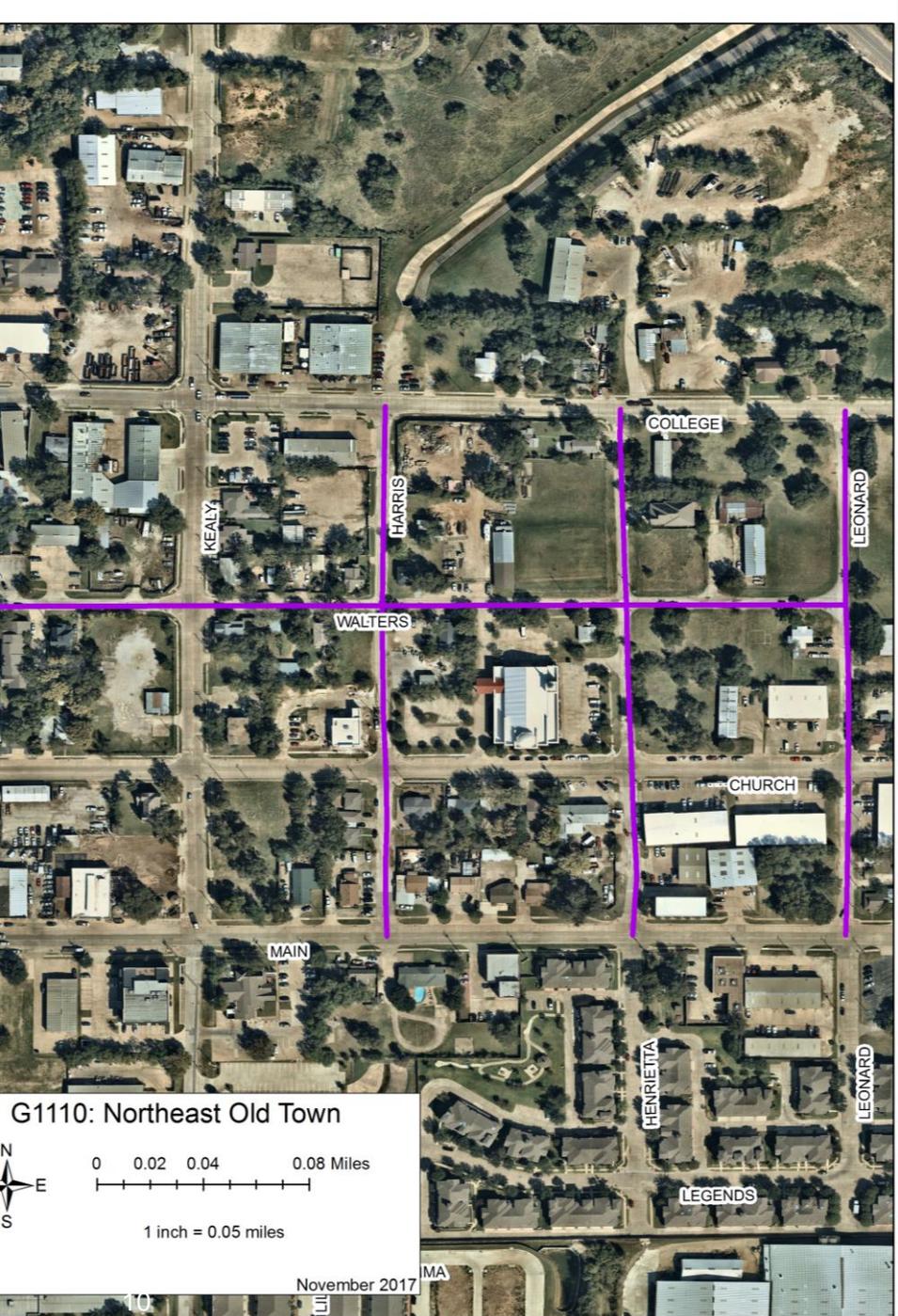


- Project originally intended to fund reconstruction of Herod, Hatcher, Richmond, Edna, Lynn, Degan, and Temple Streets in NW Old Town.
- Funding being used to rebuild Jones Street from Mill to North Cowan (an unfunded project)
- Original funding was also used to cover part of a \$2.4 Million change order for Valley Ridge Blvd.
- Staff has applied to the NCTCOG for a TIP Mod to use RTR funding on Valley Ridge thus freeing up local money in the Valley Ridge Project to move back into the NW Old Town Project. If approved, the funding would be available in early 2018.
- Consultant has prepared draft schematics for the Old Town streets. Project scope was reduced to drop both Degan & Edna Streets as a result of cost escalation. Staff will review the schematics after the first of 2018. Construction is at least 18 months out.

Jones and Kealy FLAP grant - \$6,250,000 (Includes City Match)



- Original FLAP Grant for Jones & Kealy included Kealy Avenue from the KCS Railroad to Jones Street, Jones Street from Cowan to North Kealy and the LLELA Access Roadway from Kealy/Jones intersection to the Trinity River.
- Jones Street & Kealy Avenue are proposed 37-foot wide concrete streets with parallel soft surface trails.
- The LLELA access roadway was proposed 24-foot wide asphalt with an adjacent soft surface trail. In December 2016, the FHWA was notified of the conflicting timing for the Lewisville Lake Dam & raw water main construction and they agreed that the LLELA Access road portion of the project should be delayed until after the dam repair.
- Because of the way these projects are funded, the original funding could not be simply moved to a future fiscal year. Lewisville will need to apply for new funding on the next call for projects (Spring 2019) and is in a good position to receive that funding.
- Design is started on the reduced scope project and is supposed to be complete by June of 2020. Construction is programmed from December 2020 through December of 2022.



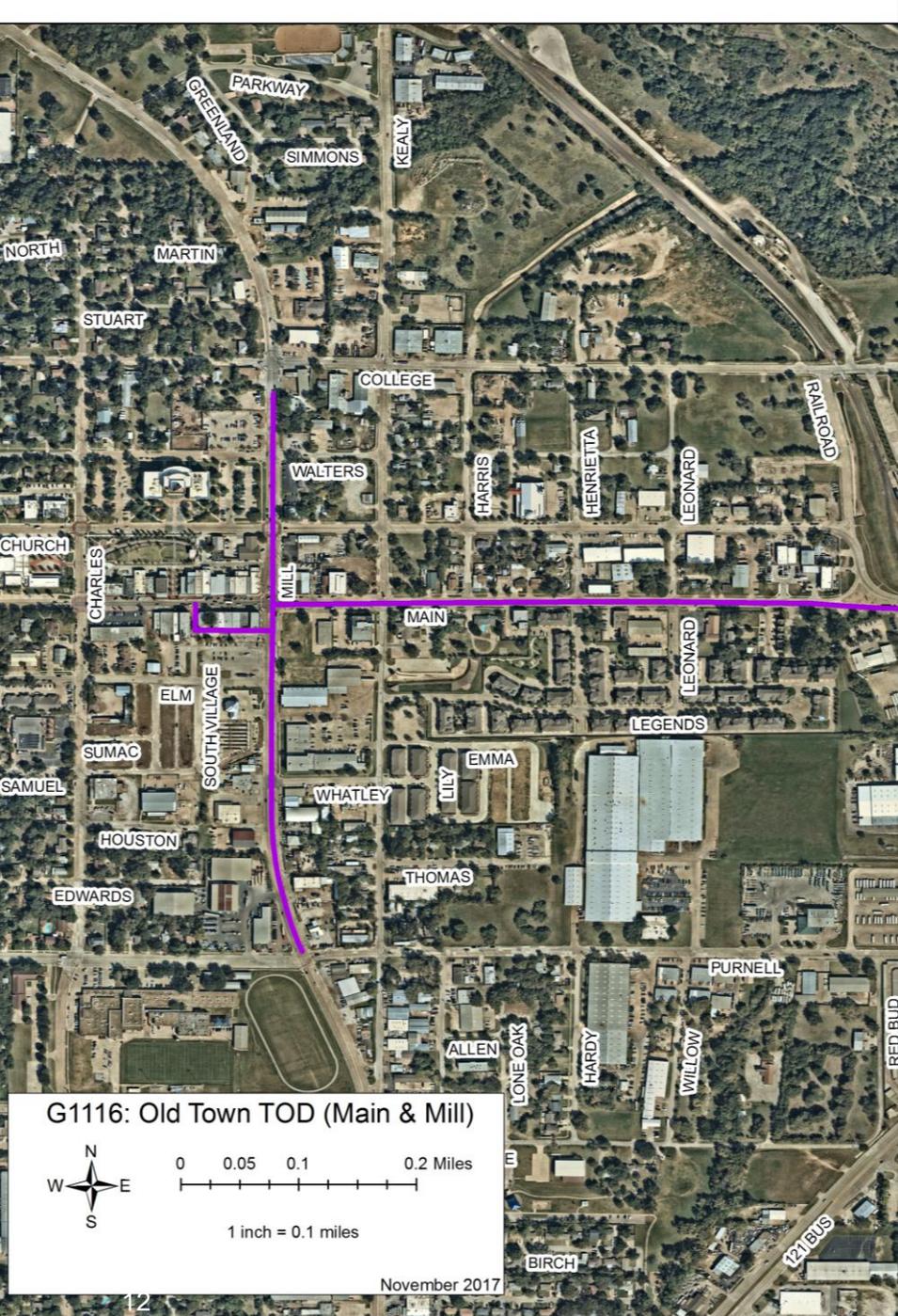
North East Old Town - \$565,000

- Project originally intended to fund reconstruction of Harris, Walters, Henrietta & Leonard Streets in NE Old town.
- All General Fund money was used to cover part of a \$2.4 Million change order for Valley Ridge Blvd.
- Staff has applied for a TIP Mod to use RTR funding on Valley Ridge thus freeing up local money in the Valley Ridge Project to move back into the NE Old Town Project.
- Waiting on Direction from NCTCOG.
- Staff recommends moving Utility funding and any future money from TIP Mod to NW Old Town.
- Streets can be milled & overlaid through Public Services Budget. May require more than one year.



McKenzie Hembry - \$2,389,149

- Project originally intended to fund reconstruction of McKenzie, Hembry, Mesquite, Hardy, Willow, Redbud, Lone Oak, Allen, Birch, Ash and Sycamore Streets.
- Project has been reduced to only include McKenzie, Hembry, Mesquite and Redbud Streets due to cost escalation.
- Consultant has completed a schematic design for the remaining streets. Staff is reviewing the schematics and will hold a resident meeting after the first of 2018 to get input on the proposed design before moving forward with construction plans.
- Construction is at least 18 months out.



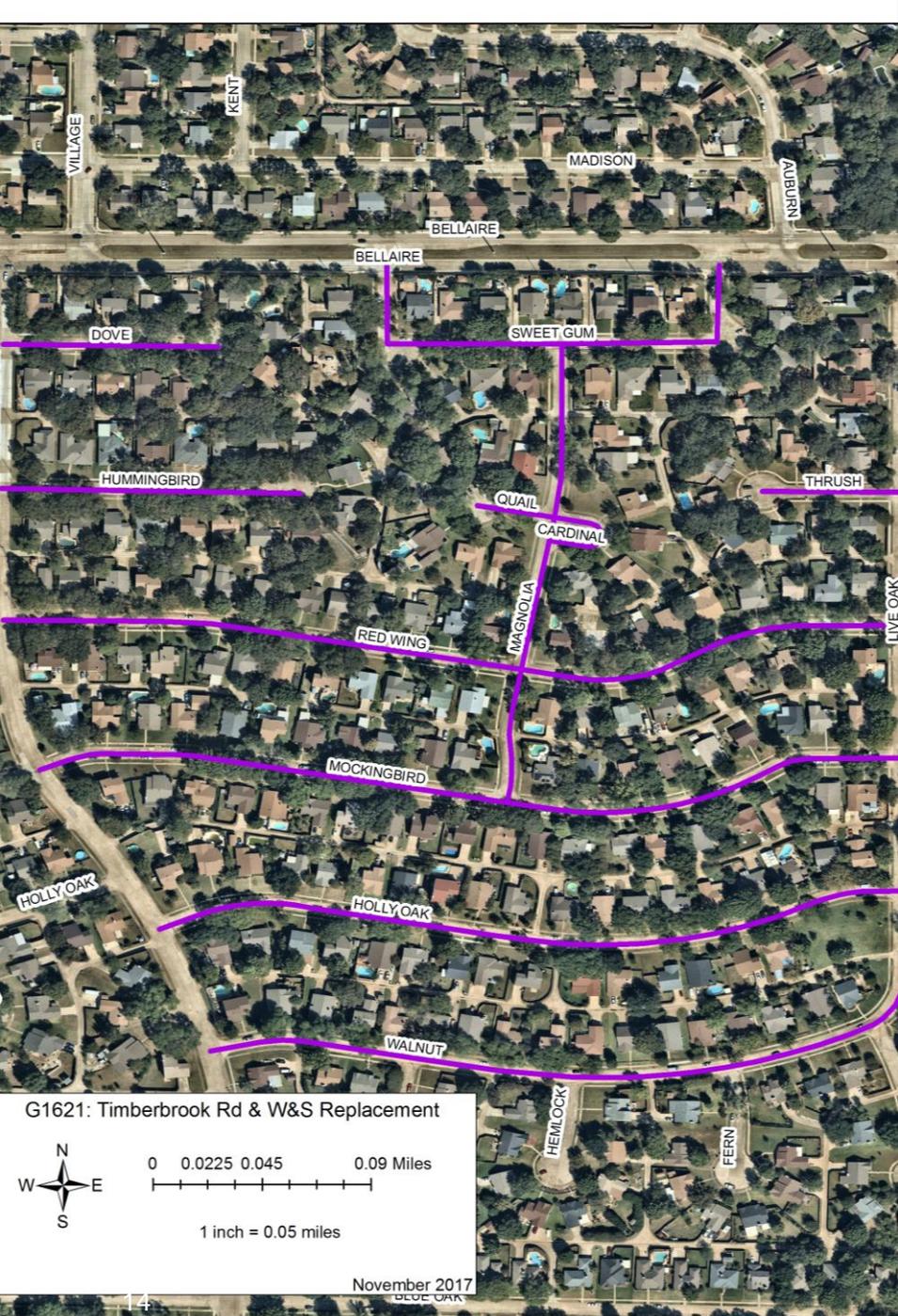
Old Town TOD – Main and Mill - \$5,031,569

- Project funds streetscaping, parking, pedestrian and bicycle improvements along Main Street from Mill to the Old Town Station and Mill Street from Walters to Purnell.
- Project originally included alley improvements south of Main Street, however that portion is on hold pending resolution of property dedication issues and shifting design options.
- Design of the Main & Mill Street portion of the project is 90% complete with a target bid date of January 2018.
- Construction is expected to take 18-24 months.



North Mill Street - \$2,489,478

- Project intended to fund street reconstruction in the North Mill Street Neighborhood including North Mill Street, Tennie Drive, East Shore Drive, West Shore Drive and Point Drive.
- Due to cost escalation, the project has been reduced to only include North Mill Street.
- Based on input from a resident meeting held at the 30% plan stage, North Mill Street will be 32 feet wide which will include two 11-foot travel lanes and a 5-foot bike trail on each side. Sidewalks are not included in the project.
- Design consultant plans to deliver 90% plans by the end of December.
- Project could be under construction by spring of 2018. Construction is expected to last 18 months.



Timberbrook Neighborhood - \$11,170,000

- Project funded through the 2015 Bond Program.
- Street and utility reconstruction in the Timberbrook subdivision.
- 60% design will be complete in December 2017 (Half is the engineer).
- Resident meeting will be held during the first part of 2018 to gather additional input on proposed design before moving forward with final plans.
- Construction is 12-18 months out.



Kealy – Main to Purnell - \$3,850,000

- Project was originally intended to fund reconstruction of Kealy Avenue from Main Street south to Mill Street.
- Due to cost escalation, the project was reduced to only extend as far south as Purnell Street.
- Public Services will perform maintenance on Kealy from Main to Mill to provide stabilization until full project can be completed (mill and overlay will occur within next month).
- Consultant will consider options for traffic calming along this street.
- Staff is negotiating a professional services agreement for project design and intends to bring the PSA for Council consideration in late December or early January. Design is expected to take 18 months and another 18 months after that to construct.

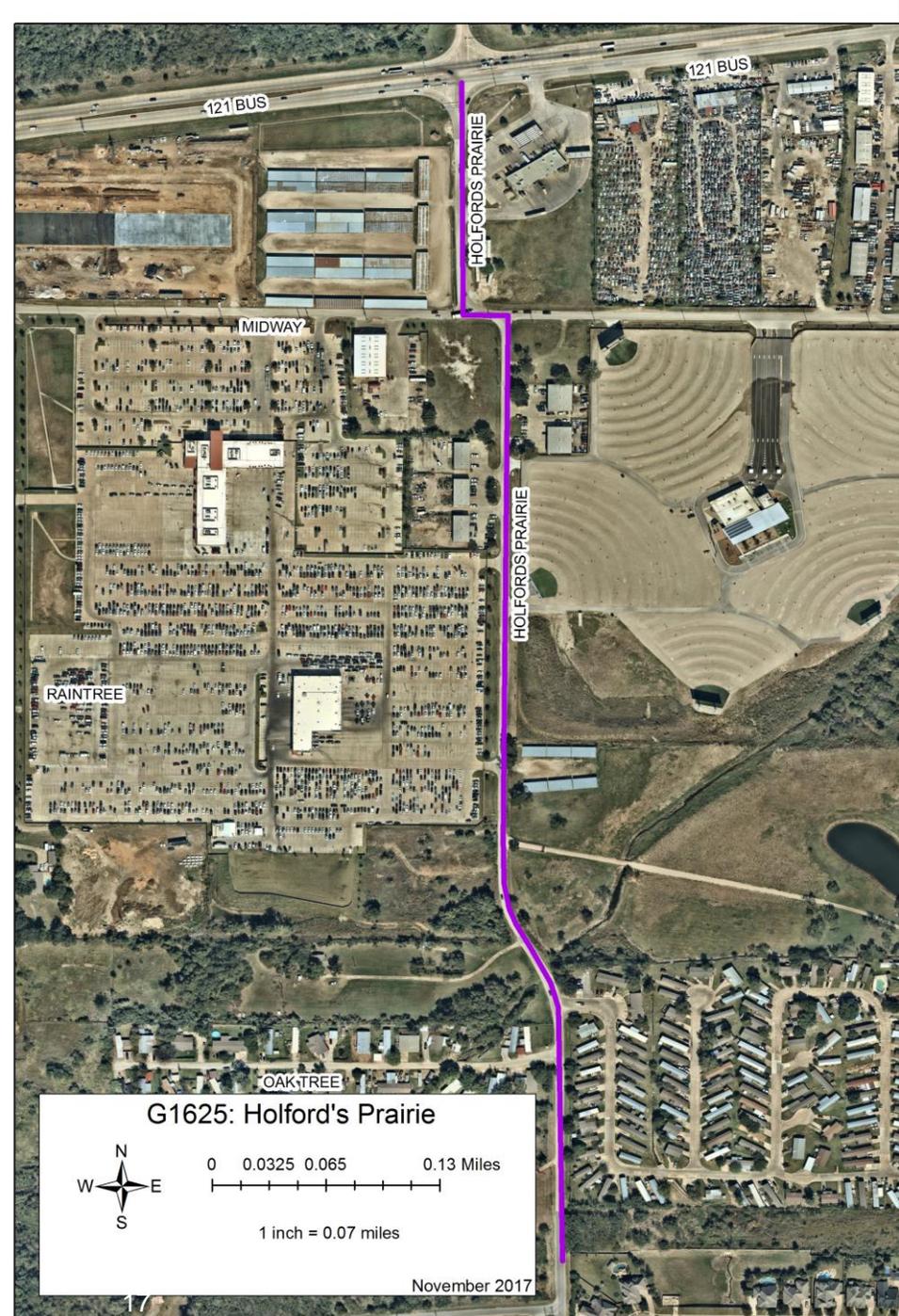


College Street - \$2,650,000

- Project originally funded reconstruction of College Street from Mill Street west to I-35.
- Due to escalation, I-35 to Cowan has been deleted from the project.
- 30% design complete on the portion from Cowan to Mill Street.
- Resident meeting held in November 2017 to receive feedback on preliminary design.
- Staff has directed the consultant to look at some traffic calming measures as a result of neighborhood input.
- Consultant will proceed with 60% design once a decision is made regarding traffic calming measures.
- Design completion is expected to take another 6 months with construction taking another 18 months after that.

Holford's Prairie - \$2,040,900

- Project funds reconstruction of Holford's Prairie Road from Business 121 south to the future extension of Corporate Drive. (Funding is City portion only, County funding will be received once we request reimbursement).
- Consultant has submitted a schematic design of the street segment over Midway Branch Creek showing options for providing access to Eagle Ridge Mobile Home Community and Oak Tree lane.
- Staff will consult with the ownership of Eagle Ridge to receive input on access options.
- Purchase of several lots along Oak Tree Lane will be necessary to build a new bridge and raise the road out of the floodplain.
- Due to the complex property access and right of way issues associated with this project, construction could be as long as two years out.



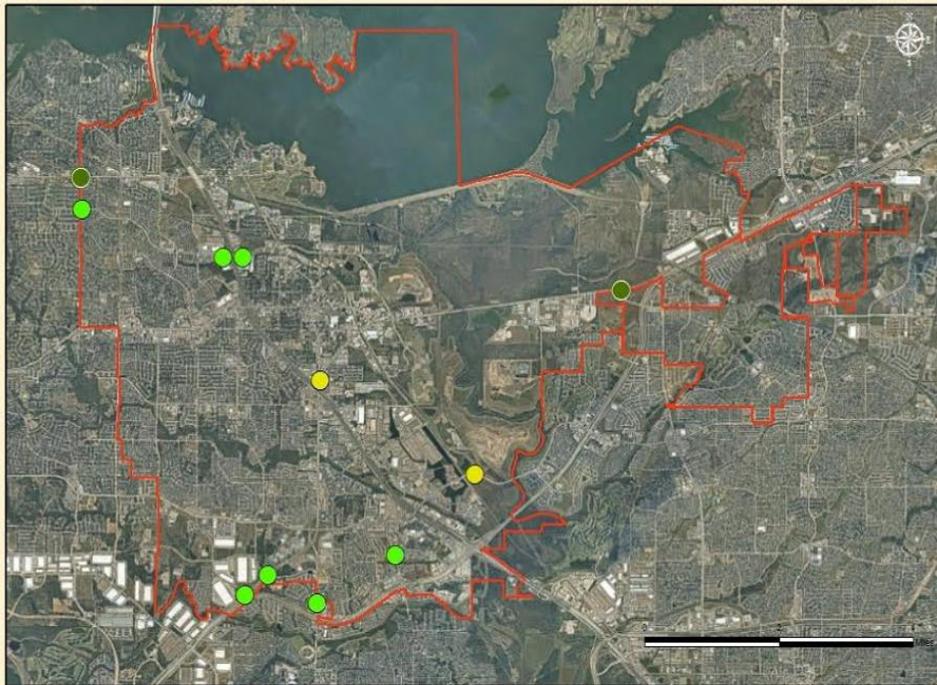
Gateway Signs - \$285,344

Funding for the installation of new gateway monument signs at various major thoroughfares throughout Lewisville.

A contract was awarded for the installation of the first 8 signs.

Due to TxDOT Permitting issues, the sign at FM 3040 at Duncan was moved to Hebron at Railroad.

Construction is underway, with estimated completion in Spring 2018.



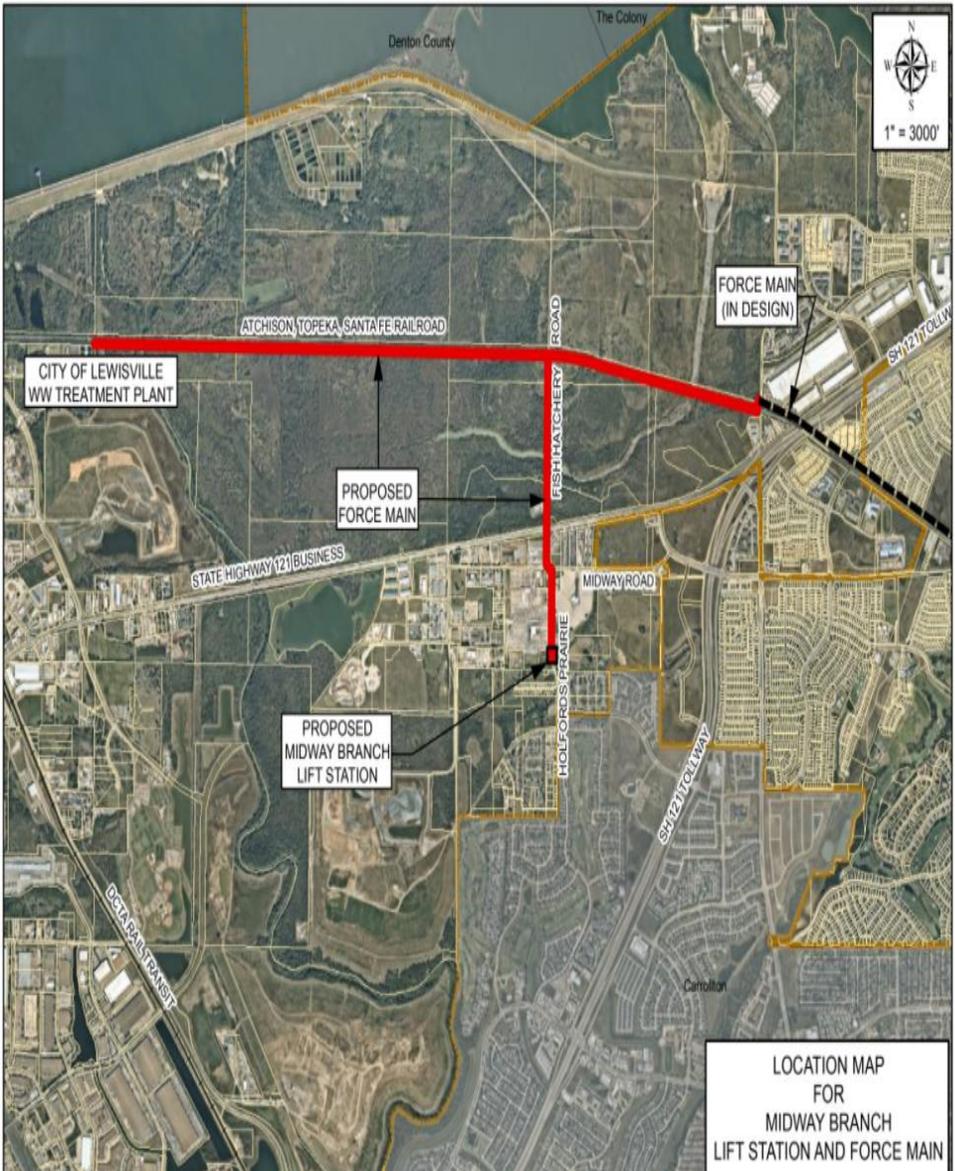
Gateway Signs

- Current Project
- Future Project
- Green Ribbon Project

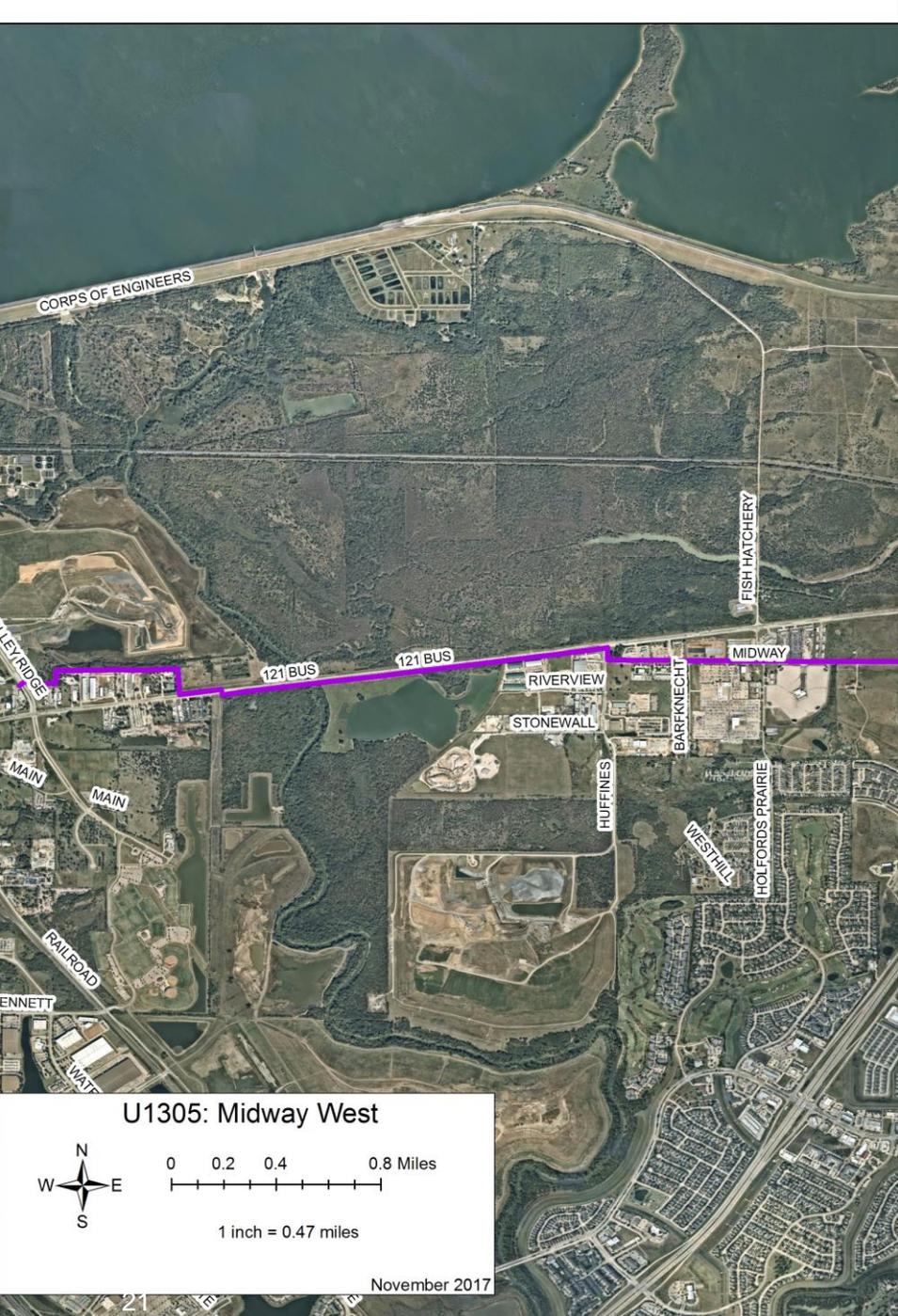


UTILITY PROJECTS

Midway Branch Lift Station/Force Main - \$10,623,460



- This project funds construction of a sanitary sewer lift station on the west side of Holford's Prairie Road @ Midway Branch Creek and an associated force main north along Holford's Prairie Road and Fish Hatchery Road.
- Consultant has completed preliminary design; however, project is on hold due to a conflict with UTRWD and USACE regarding force main routing.
- Lift Station site has been purchased.
- The portion of the force main under Holford's Prairie Road will be bid with the Midway Road project so it will be in place before Midway and Holford's Prairie Roads are reconstructed.
- Due to the COE issues, construction dates are hard to predict.

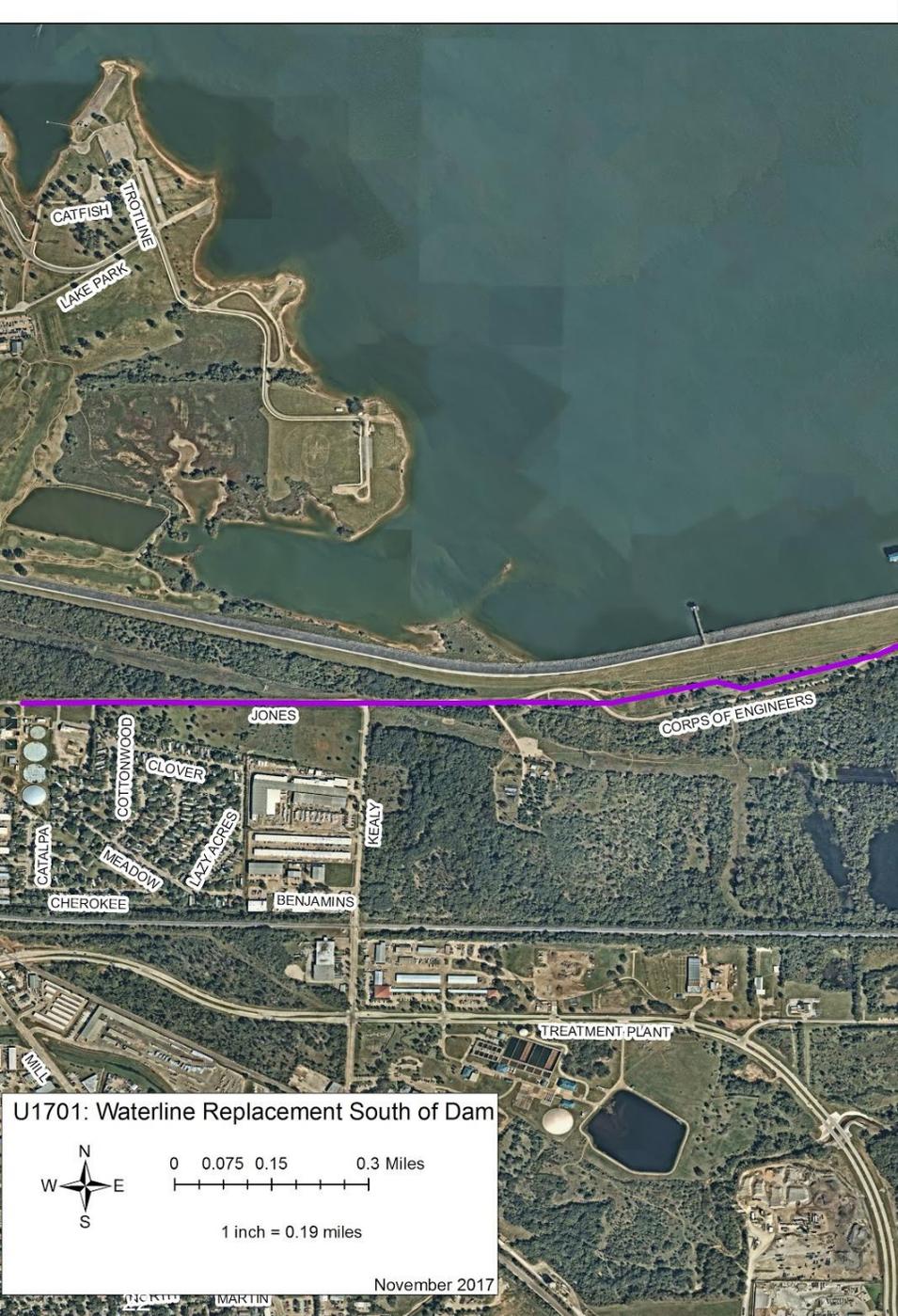


Midway West 24" Water Main - \$6,549,919

- Project funds a 24-inch water main beginning at the Midway Pump Station at the east end of Midway Road and extending west along Midway road & Business 121 to Valley Ridge.
- Project design and easement acquisition is complete.
- Water main construction contract was awarded on November 20th. Construction will begin in January. Construction will be completed under Midway Road before Midway Road is reconstructed.
- The project in its entirety will take 18-24 months to complete.

Waterline Replacement South of Dam - \$4,519,693

- Relocation of portions of two raw water pipelines for USACE to implement the Lewisville Lake Dam improvements.
- Two segments of the City's 30 and 36-inch pipelines which provide untreated lake water to the City's Water Plant, will need to be setback 200 feet from the toe of the dam.
- Work will be done in conjunction with the US Army Corps of Engineers Dam Modification project.
- Final Plans are due by Fall 2018 with construction expected to begin in Spring 2019.



Utility
Infrastructure
Studies In
Process

Inflow and Infiltration Study

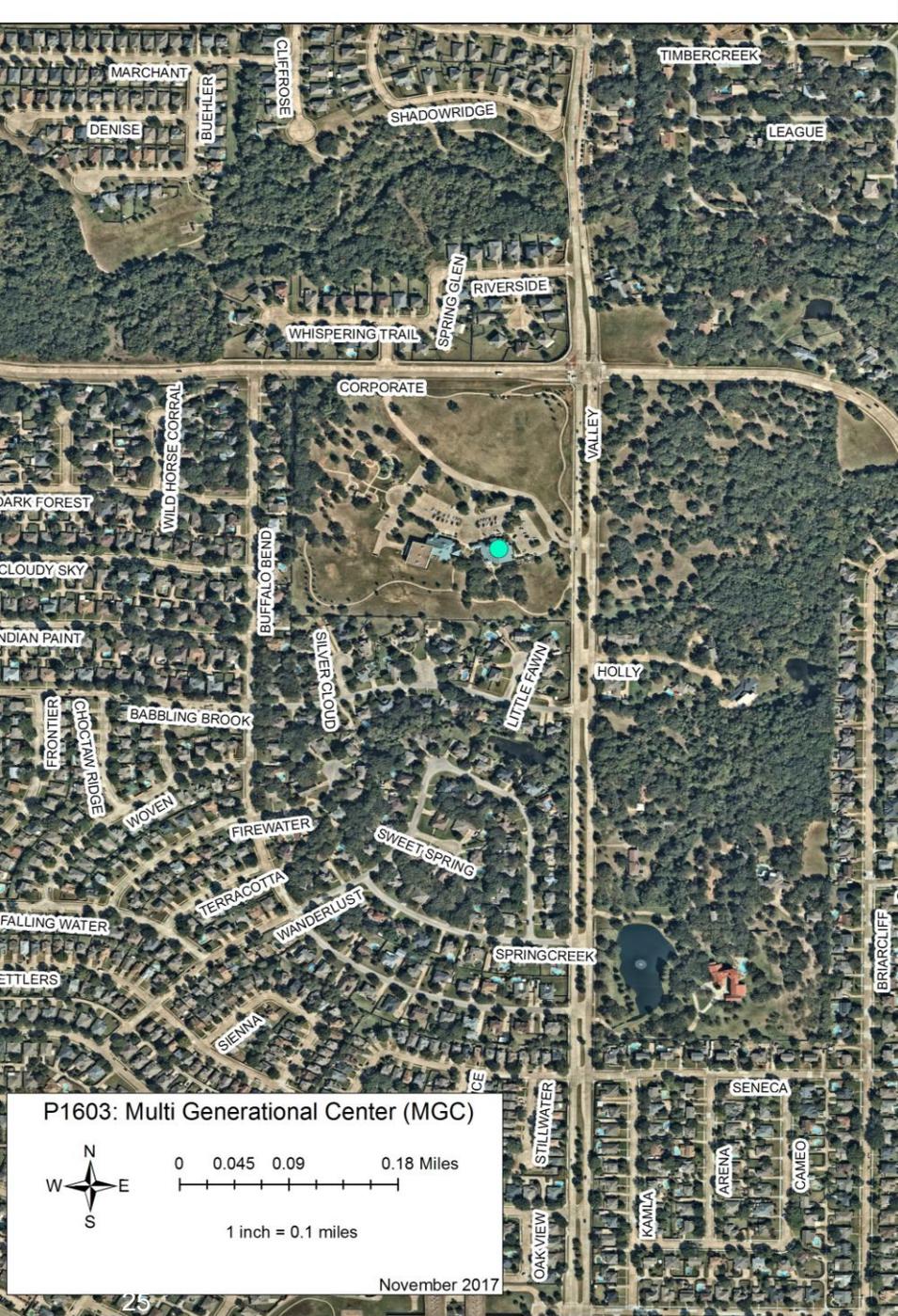
Ozonation

Master Plan Update - Land Use Assessment,
Capital Impact Fee

Asset Inventory

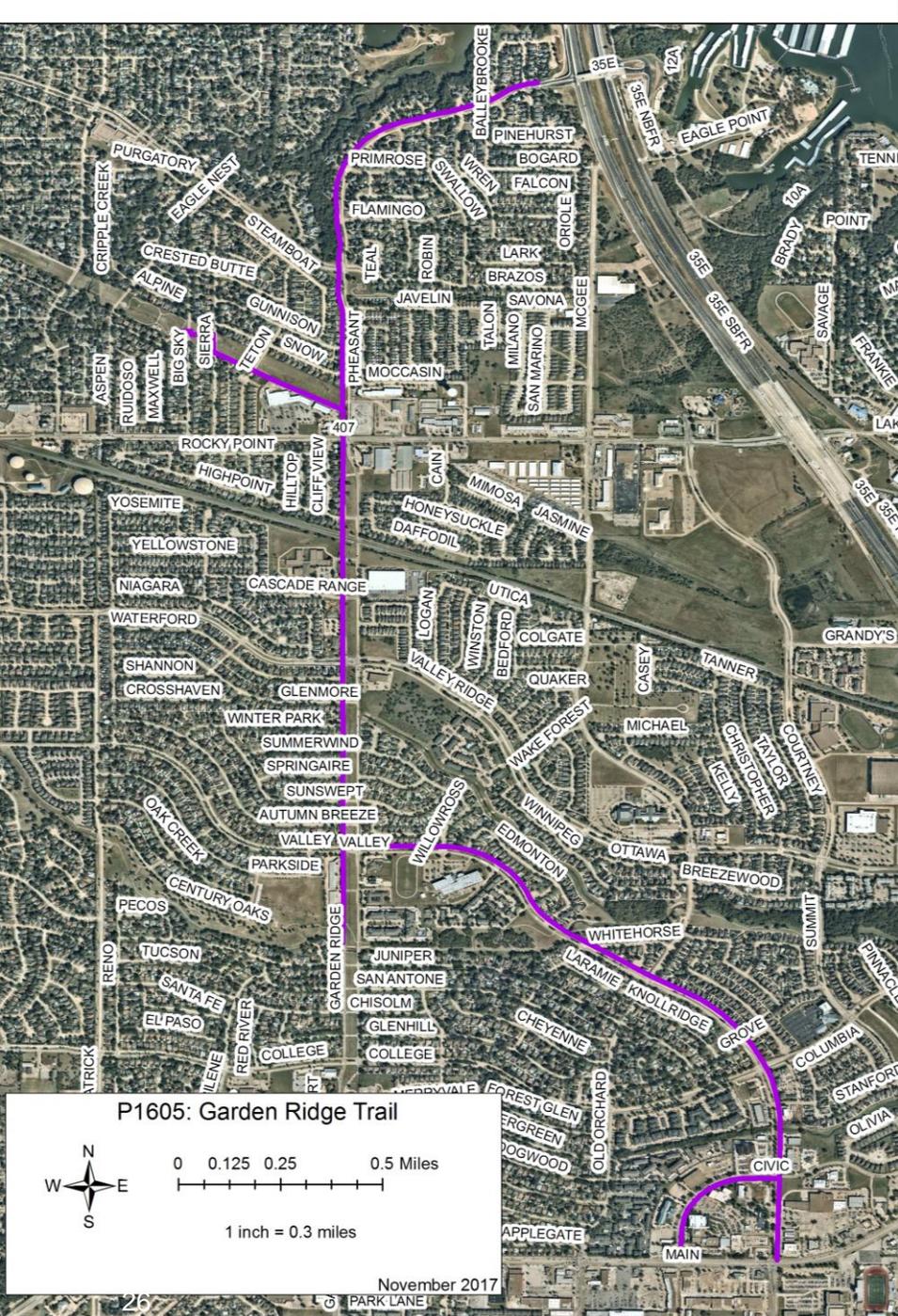


PARKS PROJECTS



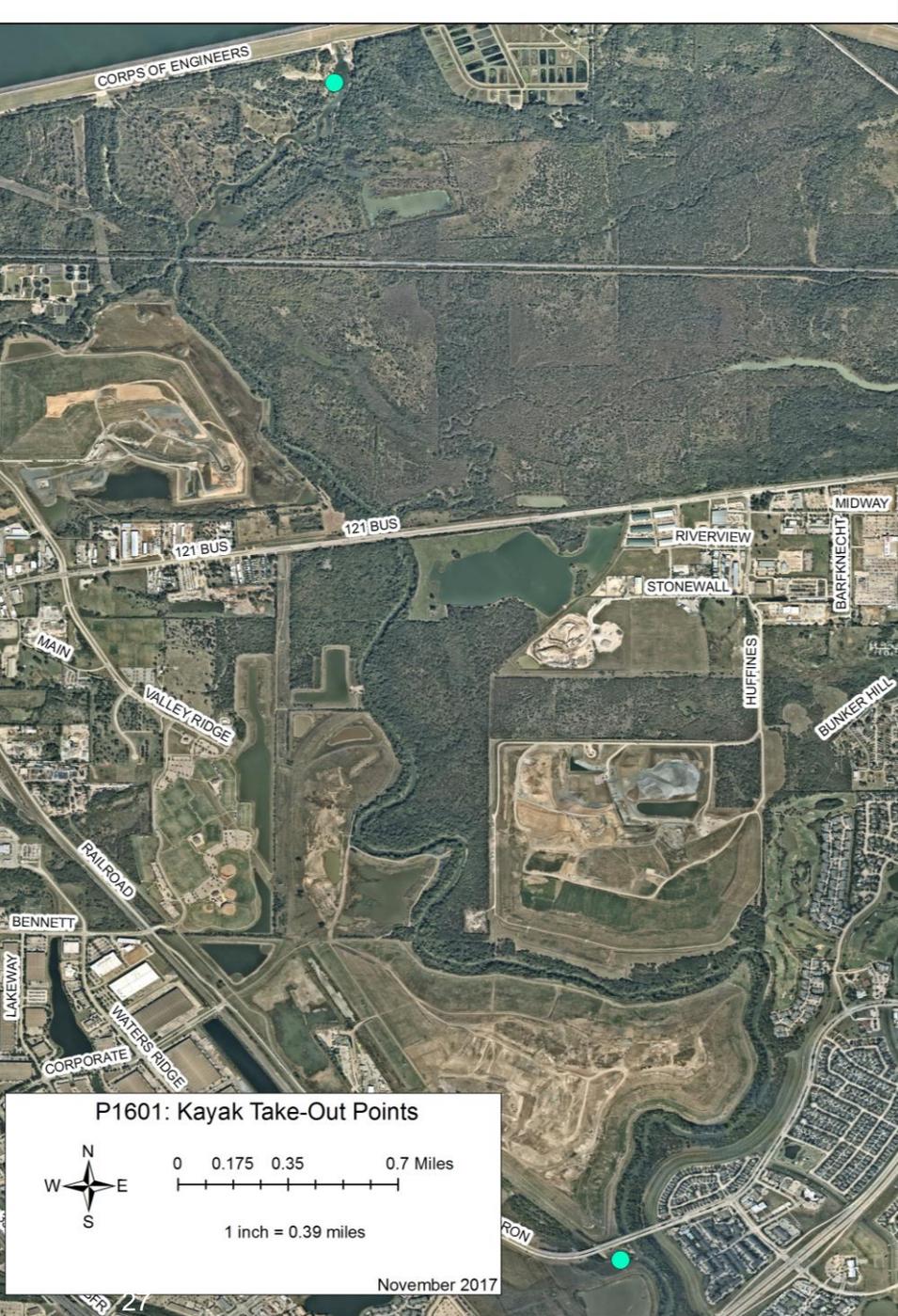
Multigenerational Recreation Center - \$12,733,640 (another \$33.705M to be sold in future G O Bonds)

- Approved in 2015 Bond Program.
- Project currently in 100% Design Documents phase.
- Staff will work with BRS to finalize construction plans in March 2018 with an anticipated start date for construction in June 2018.
- Construction is scheduled to be completed in December 2019.
- Opening date in early 2020.



Garden Ridge Trail - \$2,934,059

- Parks and Recreation Department is working with Halff Associates.
- 95% design documents will be submitted to TXDoT on 12/8/2017; TXDoT will review; Once changes are made, Halff Associates will re-submit 95% documents in mid-February; Final submittal will occur in late April.
- Environmental scoping documents submitted in November; process will take up to 6 months and should be completed by May.
- Project will be bid in June; Awarded by August to meet TXDoT grant requirements.
- Construction is anticipated to take 14 – 18 months.



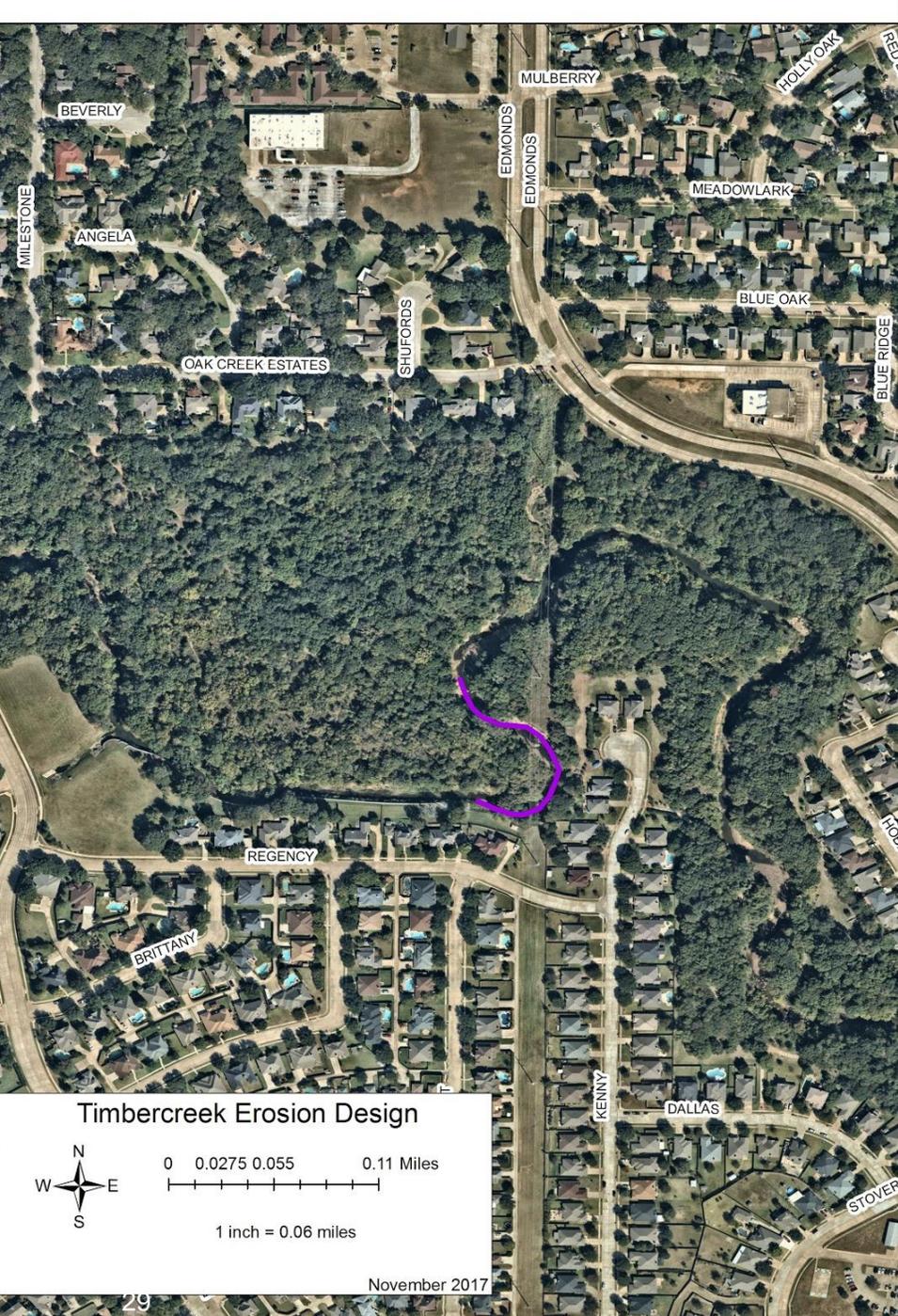
Kayak Access Points - \$1,699,844

- Project established for construction of two launch/take-out points on the Trinity River. Design delayed due to multiple flooding events.
- Project, as originally designed, greatly exceeds available funding. Original funding will be used to do one location.
- PARD and Engineering team members working to modify design and split project into two phases:
 - First phase will address the launch at Hebron Parkway.
 - Second launch at LLELA will be delayed until after the work on the water line and access road are complete.
- A study to determine if there are mussels in the targeted area for the launch must be completed prior to construction. The contractor has proposed the following timeline for conducting the study due to the survey windows guidelines established by Texas Parks & Wildlife:
 - Submit Permit application to Texas Parks & Wildlife on March 1, 2018
 - Start mussel survey April 1, 2018 – 30 days after application.
 - Start bid for construction April 1, 2018
 - Open bid for construction on April 15, 2018 and award contract.
 - Start Construction May 1, 2018. Construction is anticipated to take 14 – 18 months.



THIS WAY

MISC. PROJECTS



Timbercreek Erosion Design - \$135,000

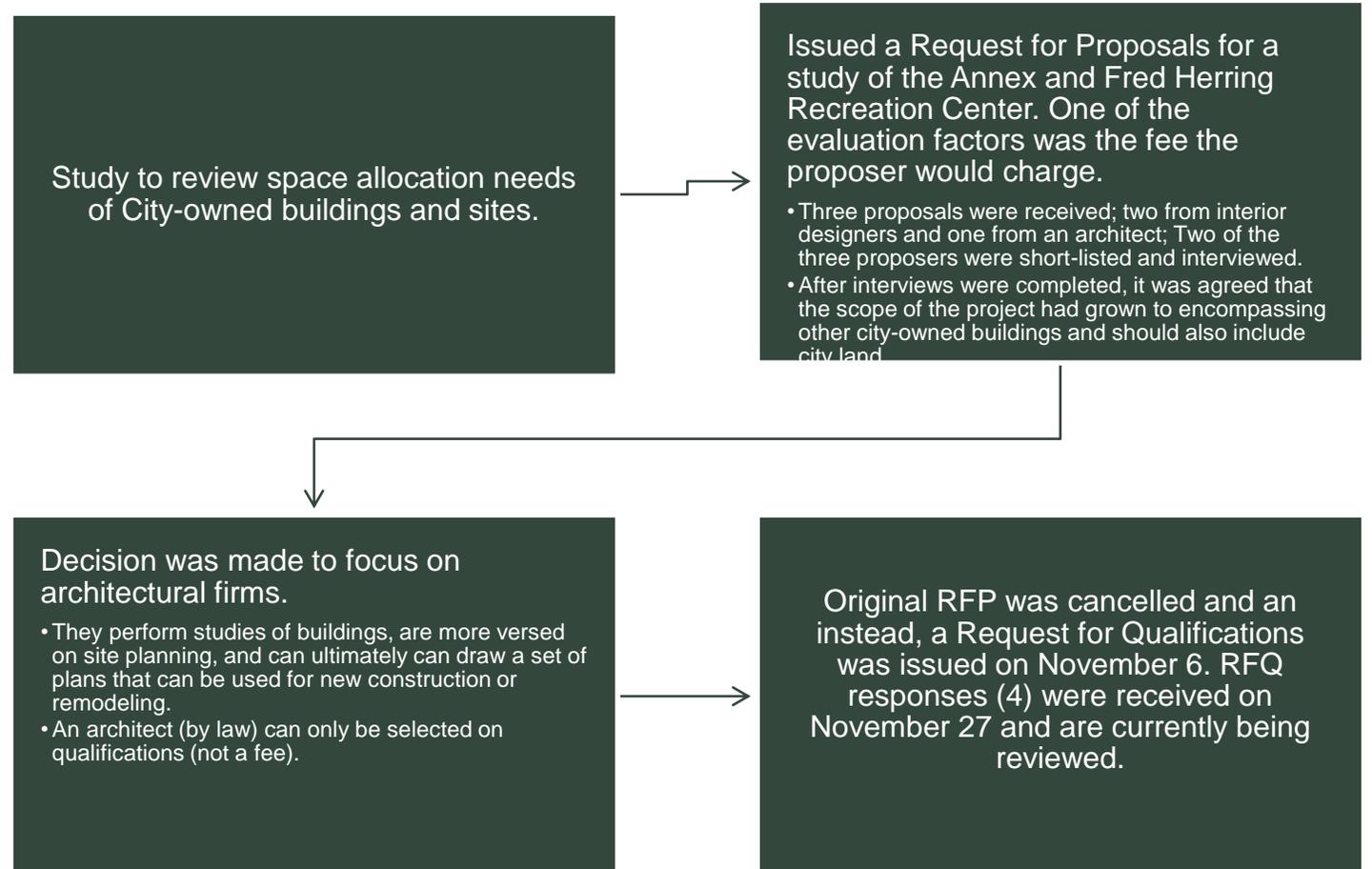
- Design for the Timber Creek erosion project Phase 2.
- Phase 2 of the project begins at the downstream end of the Phase 1 project (Regency Drive) and extends downstream along Timber Creek for a distance of approximately 400 feet adjacent to the west side of Kenny Court.
- Funding will not be available from the Drainage Utility for over a year, so to accelerate the Phase 2 repairs, FY 2017-18 General Fund allocation is being utilized with an eventual refund from the Drainage Utility. Existing funding will only provide for a 90% design and additional funding will be required to complete the design and pay for construction phase services (will be part of FY 2018-19 budget package).
- Working on PSA for the 90% design for second December or first January City Council meeting.

Timbercreek Erosion Design

0 0.0275 0.055 0.11 Miles
1 inch = 0.06 miles

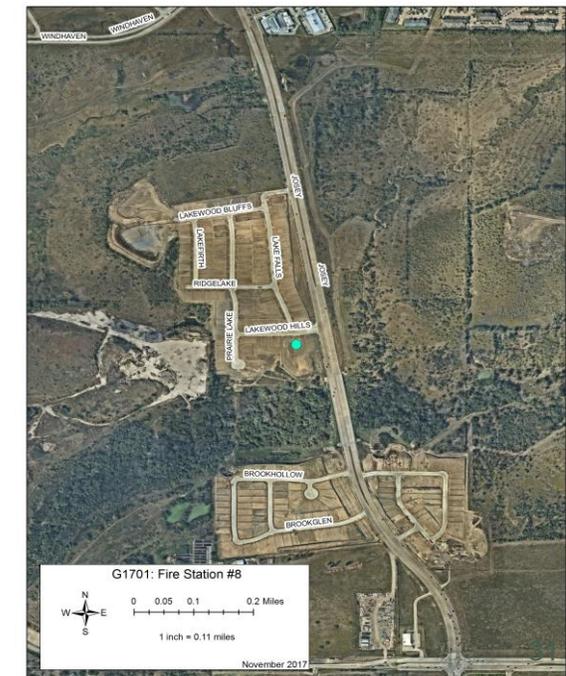
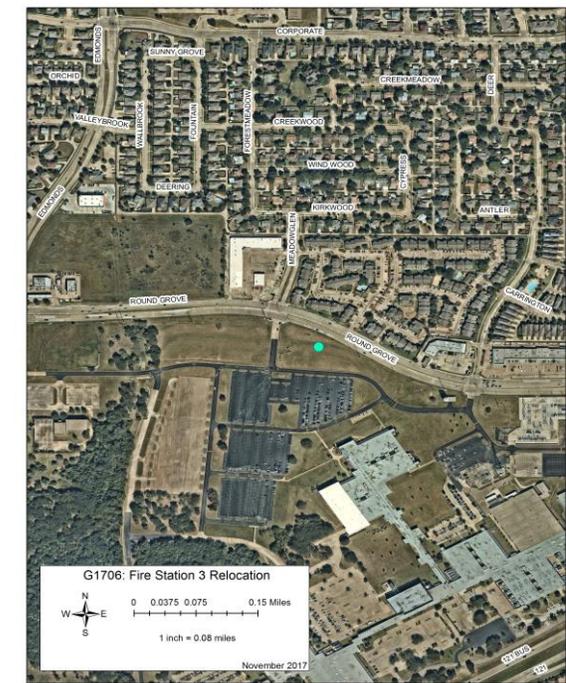
November 2017

Space Utilization Study - \$100,000



Fire Station 3 and 8

- Fire Station #8 - \$6,821,103 - design, build and furnishings for Station #8 located at 3260 Lakewood Hills Dr., corner of Lakewood Hills Dr. and Josey Lane.
 - Currently working on piers and construction of foundation and below grade utilities.
 - Estimated completion in September, 2018.
- Fire Station #3 Relocation - \$4,986,225 - design, build and some furnishings for Fire Station #3 located on the southeast corner of Round Grove Road (3040) and Meadowglen Dr.
 - Currently working on piers and construction of foundation and below grade utilities.
 - Estimated completion in September, 2018.





Fire Burn Training Tower - \$200,000

- Current tower built in 1992
- Tower is not currently in use due to condition.
- Interest expressed by NCTC and The Colony in partnering with the City on building and use of a new facility.
- Charette process will be held in the near future to ensure needs and wants by all entities are being considered.

Pedestrian Bridges - \$920,000

Staff met with a consultant on November 30th to discuss a PSA for Phase 1 of this project.

Phase 1 consists of two pedestrian bridges and roughly 1000 feet of trail across and adjacent to the Levee Improvement District lake north of the SRT.

- Staff plans to bring the PSA to Council for consideration in early January.

Second phase consists of the sidewalk south of the southern pedestrian bridge that would connect under 121 Tollway to the southern "lake".

- Funding for phase 2 will be requested in 2018-19.



Traffic Signal
Study -
\$250,000

Support of current traffic signal data network infrastructure is unavailable due to equipment being end of life or the parent company for several solutions is now defunct.

Traffic study is on-going to determine the feasibility of what type of equipment, radio frequencies, software, existing city assets, etc. is needed. Major deliverable is Communication Master Plan and a Traffic Management Center Master Plan.

PSA with Kimley-Horn has been reviewed by staff. Requested changes sent to consultant. Awaiting revisions so that contract can be executed. Estimated contract approval in February.

Computer
Aided Dispatch
and Records
Management -
\$1,140,000

Current CAD/RMS software system (VisionAir) is 17 years old. VisionAir no longer supports the software platform and will not add new solutions.

Council approved replacement in the FY 2017-18 budget - includes CAD, RMS, JMS (jail management) and the related mobile client systems as a seamless approach to managing all public safety (Police, Fire, and Emergency Medical Services) data needs related to dispatching, reporting, arresting violators and managing criminal offenses.

RFP was complete at end of November. Anticipate bid on December 15, 2017 for 60 days. Once a bid is awarded, implementation is estimated to take from 12 to 18 months (estimated completion date is September 30, 2019.)

MEMORANDUM

TO: Donna Barron, City Manager
FROM: Richard E. Luedke, Planning Director
DATE: December 4, 2017
SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Zone Change From Multi-Family One District (MF-1) to General Business District (GB); on an Approximately 0.558 Acres Legally Described as Lot 3B, Block A, Timber Village Addition, Located on the North Side of Valley View Drive; Approximately 470 Feet West of S.H. 121 Business, at 139 Valley View Drive; as Requested by Cynthia Rahimi of Sayer Resources Inc., the Property Owner (Case No. PZ-2017-11-24).**

BACKGROUND

The property was originally developed as a daycare facility in 1985. The existing building has recently been occupied by various tenants, including the Point of Hope Church. The applicant plans to renovate the existing building and operate a pet daycare facility with an outdoor run. The property is currently zoned Multi-Family One District (MF-1). The applicant is requesting General Business District (GB) zoning which would allow kennels with outdoor runs with approval of a special use permit (SUP). The Planning and Zoning Commission recommended unanimous approval (5-0) of the zone change request on November 14, 2017.

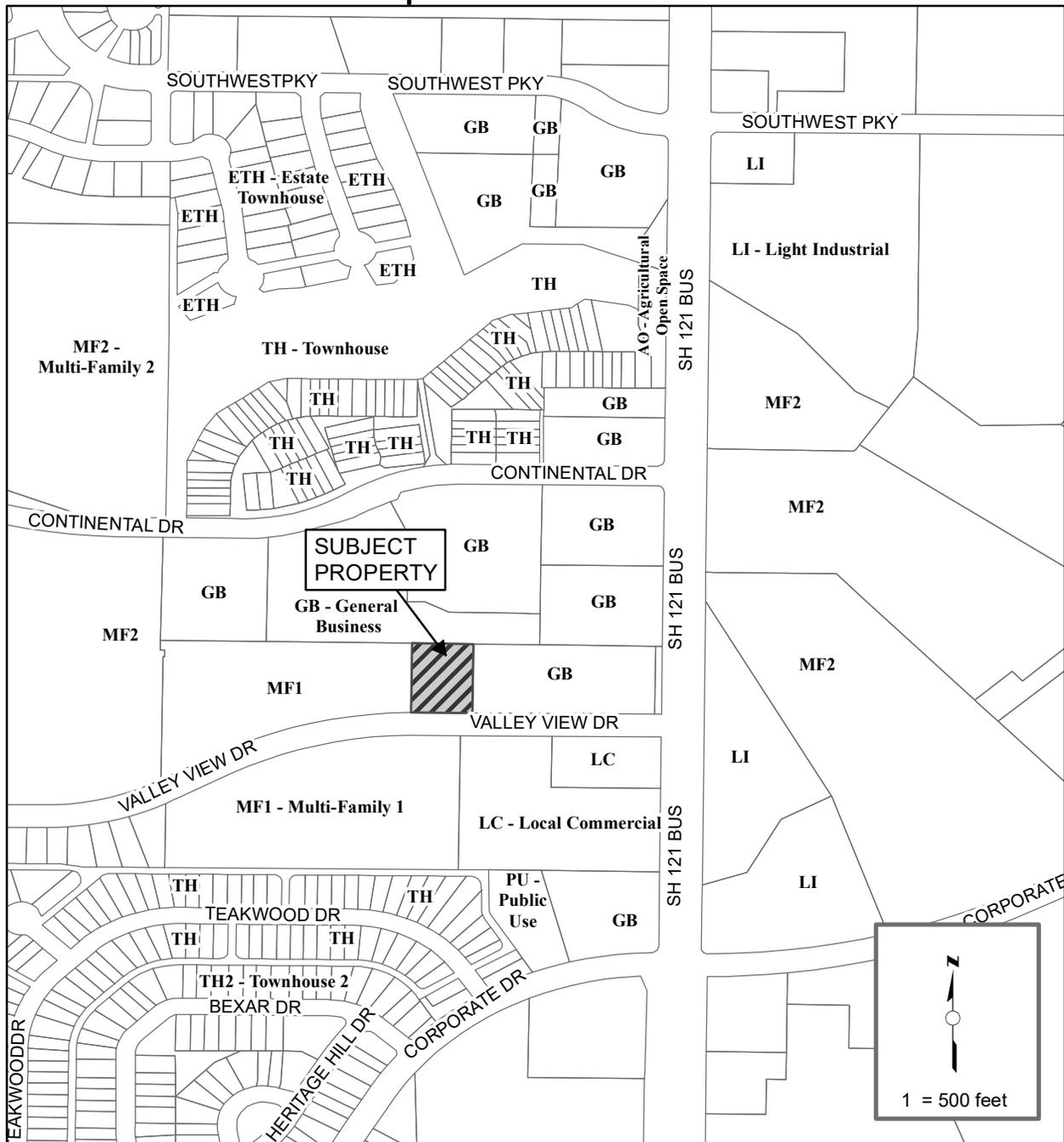
ANALYSIS

The property is currently zoned MF-1, which allows residential and institutional uses such as multi-family dwellings, day nurseries and church worship facilities. The applicant is requesting GB zoning, which would allow the site to be used as a pet daycare with approval of an SUP. Properties to the north and east are zoned GB and include sports complexes, retail centers and an extended stay hotel. The property to the west of the subject property is zoned MF-1 and contains the Meadows condominiums. The request for a zone change to GB is compatible with the uses and zoning in the surrounding area.

RECOMMENDATION

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

Location Map - Fun House Pet Resort



CASE NO. PZ-2017-11-24

PROPERTY OWNER: SAYR RESOURCES INC.

APPLICANT NAME: SAYR RESOURCES INC.

PROPERTY LOCATION: 139 VALLEY VIEW DRIVE; LOT 3B, BLOCK A, TIMBER VILLAGE ADDITION (0.557 ACRES)

CURRENT ZONING: MULTI-FAMILY 1 DISTRICT (MF-1)

REQUESTED ZONING: GENERAL BUSINESS DISTRICT (GB)

**MINUTES
PLANNING AND ZONING COMMISSION
NOVEMBER 14, 2017**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:31 pm. Members present: John Lyng, MaryEllen Miksa, Kristin Green, Alvin Turner, and James Davis. Members William Meredith and Karen Locke were absent.

Staff members present: Richard Luedke, Planning Director; June Sin, Planner; Theresa Ernest, Planning Technician.

Item 6:

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

- A. **Public Hearing:** Consideration of a Zone Change Request from Multi-Family One District (MF-1) to General Business District (GB); on an Approximately 0.56-Acre Tract of Land, Legally Described as Lot 3B, Block A, Timber Village Addition; Located on the North Side of Valley View Drive; Approximately 470 Feet West of S.H. 121 Business, at 139 Valley View Drive; as Requested by Cynthia Rahimi of Sayr Resources Inc., the Property Owner. (Case No. PZ-2017-11-24).
- B. **Public Hearing:** Consideration of a Special Use Permit for a Kennel with Outdoor Runs; on an Approximately 0.56-Acre Tract of Land, Legally Described as Lot 3B, Block A, Timber Village Addition; Located on the North Side of Valley View Drive; Approximately 470 Feet West of S.H. 121 Business, at 139 Valley View Drive; as Requested by Cynthia Rahimi of Sayr Resources Inc., the Property Owner. (Case No. SUP-2017-10-14).

Staff gave a brief overview of items 6A and 6B, and recommended approval. Chairman Green asked for clarification that the special use permit was required due to the outdoor runs, which staff confirmed. Member James Davis and Chairman Green asked for additional detail regarding the location of the dog runs on the property and confirmation that dogs would not be kept outdoors overnight. Staff explained that the dog runs would be located at the rear and sides of the property in an enclosed area and provided the proposed hours of operation for the kennel. Chairman Green then opened the joint public hearing for items 6A and 6B, and with no one coming forward to speak, the public hearing was then closed. A motion was made by James Davis to recommend approval of item 6A, which was seconded by MaryEllen Miksa. The motion passed unanimously (5-0). A motion was made by Alvin Turner to recommend approval of item 6B, which was seconded by John Lyng. The motion passed unanimously (5-0). Staff indicated that both items 6A and 6B would be considered by the City Council on December 4th for a second public hearing and a final decision.

SECTION 17-15. - "MF-1" MULTI-FAMILY ONE DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Multi-family dwellings.
 - (2) Dormitories for students.
 - (3) Fraternity or sorority house.
 - (4) Nursing and convalescent homes.
 - (5) Day nurseries.
 - (6) Church worship facilities.
 - (7) Buildings and uses owned or operated by public governmental agencies.
 - (8) Schools, private, with full curriculum accredited by the State of Texas equivalent to that of a public elementary or high school.
 - (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 the above uses, and located on the same lot therewith, not involving the conduct of a retail business except as provided herein.
 - (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) *Height.* No building shall exceed thirty-five (35) feet or two (2) stories in height except that a building may be erected to a height of eighty (80) feet and eight (8) stories if set back from all required yard lines a distance of one (1) foot for each two (2) feet of additional height above thirty-five (35) feet.
- (c) *Area.*
- (1) *Size of yards.*
 - a. *Front yard.* There shall be a front yard having a required depth of not less than twenty-five (25) feet. Furthermore, required parking shall not be allowed within the required front yard.
 - b. *Side yard.* There shall be a side yard on each side of the lot having a width of not less than twenty-five (25) feet.
 - c. *Rear yard.* There shall be a rear yard having a depth of not less than twenty-five (25) feet.
 - (2) *Size of lot.*
 - a. *Lot area.* No building shall be constructed on any lot of less than forty-five hundred (4,500) square feet. No building containing two (2) or more dwelling units shall be constructed on any lot of less than nine thousand (9,000) square feet.
 - b. *Lot Width.* The width of the lot shall not be less than fifty (50) feet at the front street building line, nor shall its average width be less than fifty (50) feet.
 - c. *Lot Depth.* The average depth of the lot shall not be less than one hundred (100) feet, except that a corner lot, having a minimum width of not less than eighty (80) feet, may have an average depth of less than one hundred (100) feet provided that the minimum depth is no less than eight (80) feet.
 - d. *[Exception]* Where a lot having less area, width and/or depth than herein required existed in separate ownership upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a one-family dwelling thereon.
 - (3) *Minimum dwelling size.*
 - a. The minimum floor area of each two (2), three (3), or four (4) family dwelling unit shall contain a minimum of eight hundred (800) square feet of livable floor space,

exclusive of garages, porches, breezeways, entry hallways or incidental storage, for each family to be housed in said building.

- b. Every other building or portion thereof hereafter erected, reconstructed, altered or enlarged, shall contain an average of eight hundred (800) square feet and a minimum of six hundred fifty (650) feet square feet of liveable floor space, exclusive of garages, porches, breezeways, entry halls or incidental storage, for each family to be housed in said building.
 - c. The eight hundred (800) square foot average shall apply to the total number of units to be constructed under the same building permit where five (5) or more buildings are to be erected under the same building permit.
- (4) *Lot coverage.* In no case shall more than forty percent (40%) of the total lot area be covered by the combined area of the main buildings and accessory buildings.
- (5) *Density.* In no case shall the density of units per platted acre exceed twenty (20) units per acre. Drainage right-of-way which is dedicated to the city as a condition for development may be included in the total area for computing density. Otherwise, density shall be based on the size of the platted lot.

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.

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): SAYR Resources Inc.	
Company Name: SAYR Resources Inc.	
Mailing Address: P.O. Box 50684, DENTON, TX 76206	
Work #: (940) 497-0829	Cell #: (214) 693-6106
E-Mail: CRAHIMI@SAYRRESOURCES.COM	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization)	Date:
Printed Name: Cynthia Rahimi on behalf of SAYR Resources Inc.	

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

Current Zoning: MF-1	Requested Zoning: GB	Acres: 0.5578
Legal Description (Lot/ Block/Tract/Abstract): Lot 3B, BLK A, of Timber Village an addition to the City of Lewisville, Denton County, Texas, as affected by Certificate of Correction filed July 24, 1985 recorded in Volume 1683, Page 483, official records, Denton County, Texas		
Address/Location: 139 Valley View Dr., Lewisville, TX 75067		

Application and Sign Fees:

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

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

Qty: 1	Zone Change Signs - \$35 each 1 sign required for each 5 acres (max. 5 per site)	\$ 35.00
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Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	\$ _____
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BUSINESS DESCRIPTION

Reason for the Zone Request: SAYR Resources Inc. is requesting a zone change from MF-1 on a 4,960 sq ft commercial building TO GB (General Business as its north & east neighbors) so the commercial building can be used as a commercial office/warehouse facility for a Pet Daycare Resort.

Present Zone: MF1 – Multifamily 1, as a Church with 13 parking slots & a 39 max. occupancy limit.

Proposed Zone: GB – General Business

Taxed As: Commercial property, but the property cannot be use as a commercial facility because it is zoned as MF-1.

Appearance of Property: The property is 4,960 sq. ft. and looks similar to its surrounding commercial neighbors in the Valley View & HWY 121 area.

Intended Use: SAYR Resources intends to develop the property and call it Fun House Pet Resort with a staff of four to five employees to manage the clients, pets and facility. The company (Fun House Pet Resort) will be established as a *dba* of SAYR Resources Inc., a S-Corporation of Texas since 2002. It is the intention of the company to develop sales and broaden our client base for an all inclusive Pet Daycare & Resort.

Need for Zoning Change in this Location: Use of the property in this manner will revitalize an aged property (built in 1984) that may not attract a client for child daycare, but is perfect for animal daycare. The building currently has a daycare layout with a very large 1,100 sq.ft. inside play area for the large dog clients and another play area of approximately 500 sq.ft. for the small dog clients. Our clients will be cage-free during daycare services and will be rotated on a play and exercise schedule from the inside play area to the perspective outside play area. The outside play areas will be enclosed by a 6 ft. vinyl fence to reduce any barking sounds that may disturb our neighbors.

Important Physical Features: Through our market research, we have found a real void in pet services that are not available in the Lewisville 121 Business corridor area. We believe we are in the right location and closest to potential clients going to the DFW Airport or commuting to the mid cities for work. There are less than half a dozen pet boarding/daycare businesses in the entire city and none are close to the 121 Business corridor.



SAYR Resources Inc.

"Your Source for DSP Solutions"

P. O. Box 50684
Denton, TX 76206

Telephone: (972) 241-3882

Fax: (972) 241-7338

website: www.sayrresources.com

September 29, 2017

TO: City of Lewisville
Planning and Zoning Commission
151 W. Church Street
Lewisville, TX 75067

SAYR Resources Inc. authorizes Cynthia Rahimi, President of the company to discuss, transact and execute all business matters related to the re-zoning of the property located at 139 Valley View Drive, Lewisville, TX. The re-zoning request is from its current classification MF-1 (Multifamily-1) to GB (General Business). This authorization shall remain in effect until its approval or denial from this day forward.

Regards,

Cynthia Rahimi, President
SAYR Resources Inc.
P.O. Box 50684
Denton, TX 76206
Office: (940) 497-0829
crahimi@sayrresources.com

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING AN APPROXIMATELY 0.56-ACRE LOT LEGALLY DESCRIBED AS LOT 3B, BLOCK A, TIMBER VILLAGE ADDITION, LOCATED ON THE NORTH SIDE OF VALLEY VIEW DRIVE APPROXIMATELY 470 FEET WEST OF STATE HIGHWAY 121 BUSINESS, AT 139 VALLEY VIEW DRIVE, FROM MULTIFAMILY ONE DISTRICT (MF-1) ZONING TO GENERAL BUSINESS DISTRICT (GB) 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, A PENALTY, AND AN EFFECTIVE DATE; 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 0.56-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 **GENERAL BUSINESS DISTRICT (GB) 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. This Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

SECTION 9. 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 passage and approval and publication, as the law in such cases provides, 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 4TH DAY OF DECEMBER, 2017.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Property Description

EXHIBIT A

See Attachment 1 - PROPERTY DESCRIPTION (METES & BOUNDS)

Address Location: 139 Valley View Dr., Lewisville, TX 75067

Property Legal Description

Being all of LOT 3B, Block A, TIMBER VILLAGE, an Addition to the City of Lewisville, Denton County, Texas, according to the plat recorded in Cabinet D, Slide 182 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a iron rod at the Southwest corner of Lot 2 of said Block A also lying in the North right-of-way of Valley View Drive (65 foot right-of-way);

THENCE North 89 degrees 34 minutes 36 seconds West, 120.00 feet along the North right-of-way line of said Valley View Drive to an iron rod;

THENCE North 00 degrees 25 minutes 24 seconds East, 202.50 feet along the common boundary line between aforesaid Lot 3B and Lot 3A to an iron rod at the Northeast corner of said Lot 3B;

THENCE South 89 degree 34 minutes 36 seconds East, 120.00 feet to an iron at the Northwest corner of aforesaid Lot 2;

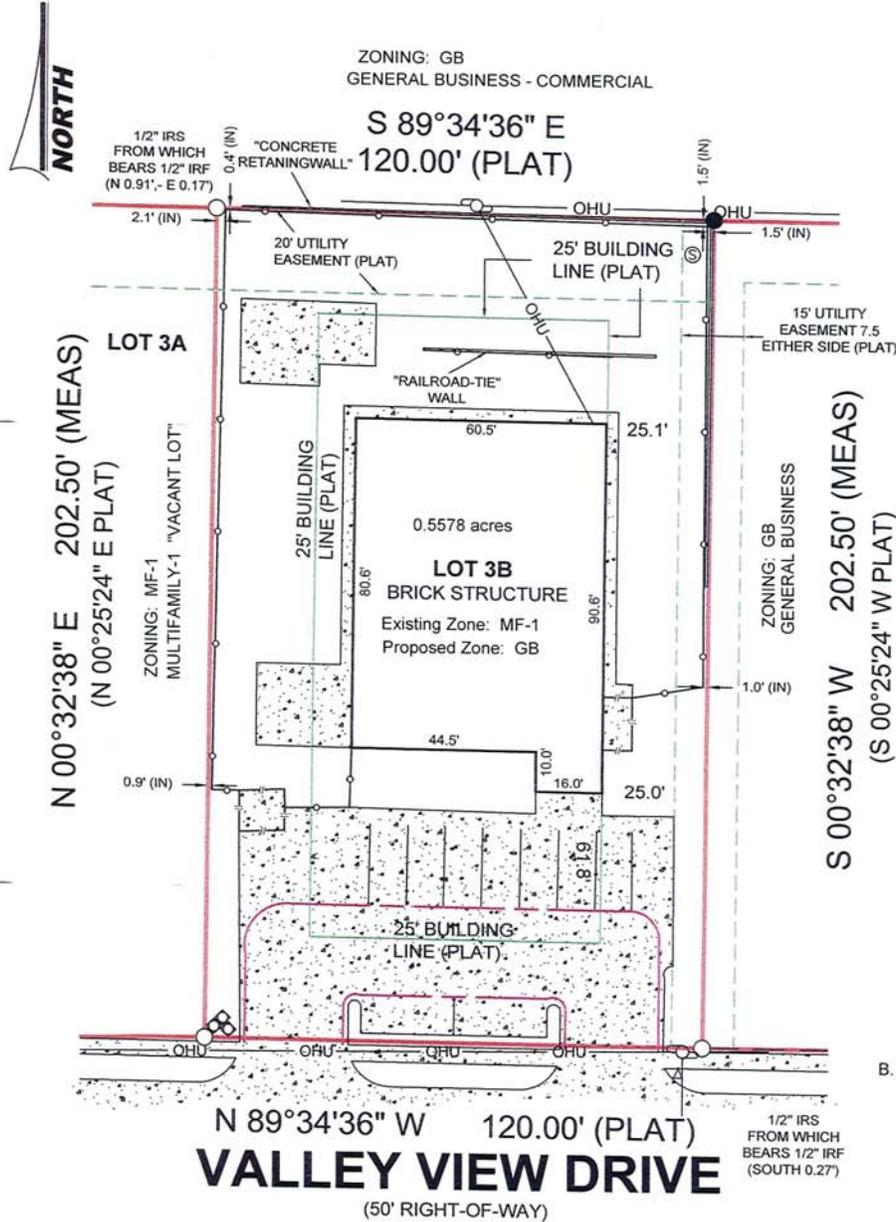
THENCE South 00 degrees 25 minutes 24 seconds West, 202.50 feet along the common boundary line between said Lot 2 and aforesaid Lot 3B to the PLACE OF BEGGINNING containing 0.558 acres (24,300 square feet) of land, as taken with Certificate of Correction filed July 24, 1985, recorded in Volume 1683, Page 483, Deed Records, Denton County, Texas.

SURVEY PLAT

This is to certify that I have made a careful and accurate survey, on the ground, of property located at 139 VALLEY VIEW DRIVE: LOT 3B, IN BLOCK A, OF TIMBER VILLAGE, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET D, PAGE 182, PLAT RECORDS, DENTON COUNTY, TEXAS, AS AFFECTED BY CERTIFICATE OF CORRECTION FILED JULY 24, 1985, RECORDED IN VOLUME 1683, PAGE 483, OFFICIAL RECORDS, DENTON COUNTY, TEXAS.

According to Community-Panel No. 48121C 0565F of the Federal Emergency Management Agency Flood Insurance Rate Map or Flood Hazard Boundary Map Dated August 23, 2001 the property shown hereon is not located in Zone "A" (Area of 100 Year Flood Plain). The property is in Zone "X".

This survey was performed exclusively for the parties in connection with the G.F. Number shown hereon and is licensed for a single use. This survey remains the property of the Surveyor. Unauthorized reuse is not permitted without the expressed written permission of the Surveyor. This survey is an original work protected by United States Copyright law and international treaties. All rights reserved.—Do not make illegal copies.



ZONING: GB
GENERAL BUSINESS
TIMBER VILLAGE LOT 1-R,
BLOCK A, CAB. N, PAGE
243 P.R.D.C.T.

ZONING: "GB"
GENERAL BUSINESS
FOR 0.5578 ACRE TRACT

OUT OF THE
B. HUNTER SURVEY, A-553
LEWISVILLE, TEXAS

DEED:
SAYR RESOURCES INC.
P.O. BOX 50684
DENTON, TX 76206
(940) 497-0829

REVISED IN OFFICE 04-03-2007

LEGEND			
● 1/2" IR FOUND	⊗ X FOUND	○ UTILITY POLE	— OHU — OVERHEAD UTILITY LINE
○ 1/2" IR SET	⊙ X SET	◇ WATER METER	—//— WOOD FENCE
● 60D NAIL FOUND	⊗ PK NAIL FOUND	△ GAS METER	—X— BARBED WIRE FENCE
○ 60D NAIL SET	⊙ PK NAIL SET	△ SANITARY SEWER MAN HOLE	—//— BUILDING LINE
		○ CHAINLINK FENCE	— - - - EASEMENT
			— - - - BOUNDARY
			▨ CONCRETE
			▨ BRICK
			▨ STONE
			▨ WOOD DECK

To Freedom Title Company in connection with the transaction described in GF No.07002836KS. The plat shown hereon is a correct and accurate representation of the property, lines and dimensions are shown; and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated, and EXCEPT AS SHOWN, there are no visible and apparent easements, encroachments or protrusions on the ground.

SCALE 1"= 30
DATE 03/30/07
JOB NO. 07-0977
DRAWN BY 345



Scott Phillip Anderson
SCOTT PHILLIP ANDERSON REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4888

A & W SURVEYORS, INC.
P.O. BOX 870029, MESQUITE, TX. 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM



MEMORANDUM

TO: Donna Barron, City Manager
FROM: Richard E. Luedke, Planning Director
DATE: December 4, 2017
SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit and One Associated Variance for a Kennel with Outdoor Runs on Approximately 0.558 Acres Legally Described as Lot 3B, Block A, Timber Village Addition, Located on the North Side of Valley View Drive Approximately 470 Feet West of S.H. 121 Business, at 139 Valley View Drive and Zoned General Business District (GB), as Requested by Cynthia Rahimi of Sayr Resources Inc., the Property Owner (Case No. SUP-2017-10-14).**

BACKGROUND

The property owner plans to convert the existing building to a pet daycare. The applicant plans to make improvements to the existing building and provide outdoor runs at the rear and sides of the building, which requires approval of a special use permit (SUP). Proposed improvements include enhancements to the exterior of the existing building and the installation of additional landscaping. The Planning and Zoning Commission recommended unanimous approval (5-0) of the requested SUP on November 14, 2017.

ANALYSIS

The property is current zoned Multi-Family One District (MF-1) and contains properties zoned General Business District (GB) to the north and to the east. The property to the west of the subject property is zoned MF-1 District. The MF-1 District zoning allows residential and institutional uses such as multi-family dwellings, day nurseries and church worship facilities. The applicant is requesting a zone change to GB, which would allow kennels with outdoor runs with SUP approval. The business hours will be Monday through Friday from 7 am to 6:30 pm and Saturday from 8 am to 3:00 pm.

Buildings

The existing building will be refinished with king brick and veneer stone. On the front elevation, veneer stone will be applied to the lower three feet of the wall. At the entry feature, the side wall will be extended to approximately 18 feet high and will be finished with stone veneer to match the building. Hardie board siding will be applied at the entrance for a softer look. New king brick will be added to the side and rear elevations from the finish grade to the roof line. The existing windows will be uncovered and a new layer of veneer stone will be applied under the windows.

Landscape Improvements and Fences

The nine existing parking spaces will be resurfaced and reused. Two parallel parking spaces will be removed to provide additional landscaping. Two trees will be planted along the street

frontage. Additional landscape enhancements will be provided along the front elevation. Two wood pergolas will be placed inside the outdoor runs to provide shade. One will be located to the west of the building near the entrance to the outdoor run area while the other will be placed at the rear of the building. The applicant is proposing to install 6-foot high vinyl fences around the outdoor run areas.

Signage

A 5-foot monument sign is proposed in the landscaped area between the existing driveways. The sign will consist of a solid wood post and frame.

Variance

One variance associated with this SUP request:

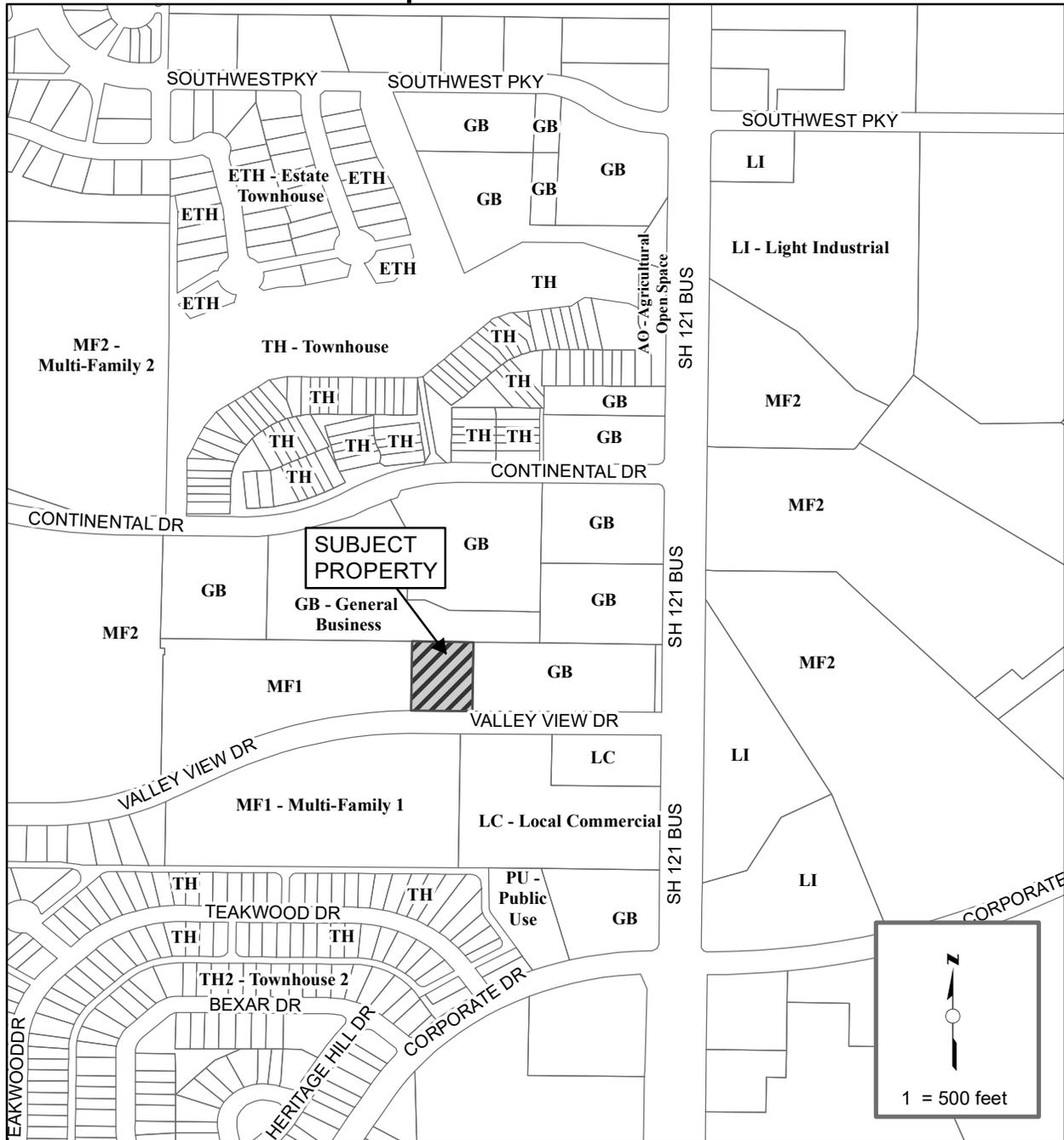
- a) to allow a 6-foot vinyl screening fence at the west property line in lieu of the required 6-foot masonry screening wall.

Section 6-144 of the Land Development Regulations requires a minimum 6-foot masonry screening wall when commercial uses are adjacent to residential or multi-family zoning. An existing masonry screening wall was built by the extended stay hotel on the east boundary of the site. The multi-family development to the west is set back approximately 180 feet from the property line. The proposed vinyl screening will provide appropriate screening for this type of use. Staff has no objection to this request.

RECOMMENDATION

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

Location Map - Fun House Pet Resort



CASE NO. SUP2017-11-15

PROPERTY OWNER: SAYR RESOURCES INC.

APPLICANT NAME: SAYR RESOURCES INC.

PROPERTY LOCATION: 139 VALLEY VIEW DRIVE; LOT 3B, BLOCK A, TIMBER VILLAGE ADDITION (0.557 ACRES)

CURRENT ZONING: MULTI-FAMILY 1 DISTRICT (MF-1) (PROPOSED GENERAL BUSINESS DISTRICT (GB))

REQUESTED USE: SPECIAL USE PERMIT REQUEST FOR A KENNEL WITH OUTDOOR RUNS

**MINUTES
PLANNING AND ZONING COMMISSION
NOVEMBER 14, 2017**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:31 pm. Members present: John Lyng, MaryEllen Miksa, Kristin Green, Alvin Turner, and James Davis. Members William Meredith and Karen Locke were absent.

Staff members present: Richard Luedke, Planning Director; June Sin, Planner; Theresa Ernest, Planning Technician.

Item 6:

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

- A. **Public Hearing:** Consideration of a Zone Change Request from Multi-Family One District (MF-1) to General Business District (GB); on an Approximately 0.56-Acre Tract of Land, Legally Described as Lot 3B, Block A, Timber Village Addition; Located on the North Side of Valley View Drive; Approximately 470 Feet West of S.H. 121 Business, at 139 Valley View Drive; as Requested by Cynthia Rahimi of Sayr Resources Inc., the Property Owner. (Case No. PZ-2017-11-24).
- B. **Public Hearing:** Consideration of a Special Use Permit for a Kennel with Outdoor Runs; on an Approximately 0.56-Acre Tract of Land, Legally Described as Lot 3B, Block A, Timber Village Addition; Located on the North Side of Valley View Drive; Approximately 470 Feet West of S.H. 121 Business, at 139 Valley View Drive; as Requested by Cynthia Rahimi of Sayr Resources Inc., the Property Owner. (Case No. SUP-2017-10-14).

Staff gave a brief overview of items 6A and 6B, and recommended approval. Chairman Green asked for clarification that the special use permit was required due to the outdoor runs, which staff confirmed. Member James Davis and Chairman Green asked for additional detail regarding the location of the dog runs on the property and confirmation that dogs would not be kept outdoors overnight. Staff explained that the dog runs would be located at the rear and sides of the property in an enclosed area and provided the proposed hours of operation for the kennel. Chairman Green then opened the joint public hearing for items 6A and 6B, and with no one coming forward to speak, the public hearing was then closed. A motion was made by James Davis to recommend approval of item 6A, which was seconded by MaryEllen Miksa. The motion passed unanimously (5-0). A motion was made by Alvin Turner to recommend approval of item 6B, which was seconded by John Lyng. The motion passed unanimously (5-0). Staff indicated that both items 6A and 6B would be considered by the City Council on December 4th 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 17-29.5 - "SUP" SPECIAL USE PERMIT

(a) *Purpose.*

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

(b) *Application submittal and approval process.*

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

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

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

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

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

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

(c) *Compatibility criteria for approval.*

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

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

(d) *SUP conditions.*

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

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

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

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

(f) *Compliance mandatory with written requirements.*

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

(g) *Timing.*

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

(h) *Zoning map.*

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

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

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

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

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



LEWISVILLE
 Deep Roots. Broad Wings. Bright Future.

**SPECIAL USE PERMIT (SUP)
 APPLICATION**

Owner/s (name): SAYR RESOURCES INC.	
Company Name: SAYR RESOURCES INC.	
Mailing Address: P.O. BOX 50684, DENTON, TX 76206	
Work #: (940) 497-0829	Cell #: (214) 693-6106
E-Mail: CRAHIMI@SAYRRESOURCES.COM	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization):	Date: 09/29/2017
Printed Name: CYNTHIA RAHIMI	

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

Current Zoning: MF-1	Requested Zoning: GB	Acres: 0.5578
Legal Description (Lot/ Block/Tract/Abstract): Lot 3B, BLK A, of Timber Village an addition to the City of Lewisville, Denton County, Texas as affected by Certificate of Correction filed July 24, 1985 recorded in Volume 1683, Page 483, official records, Denton County, Texas		
Address/Location: 139 Valley View Dr., Lewisville, TX 75067		

Application and Sign Fees:

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

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

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

Amount Due (application & sign fee)	\$ 285.00
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SAYR Resources Inc.

"Your Source for DSP Solutions"

P. O. Box 50684
Denton, TX 76206

Telephone: (972) 241-3882

Fax: (972) 241-7338

Email: sayrresources.com

October 1, 2017

To: City of Lewisville
Planning and Zoning Commission
151 W. Church Street
Lewisville, TX 75067

SAYR Resources Inc., the property owner, is proposing a Zone Change Request from MF-1 on a 0.5578 acre property with a 4,960 sq ft commercial building to GB (General Business as its north & east neighbors). The zone change is necessary for the building to be considered as a commercial office/warehouse facility for use as a pet resort through a Special Use Permit (as required under Sec.17-22(a) (18)). The following variance is requested:

- a. to allow a 6-foot vinyl panel screening fence in lieu of the required masonry screening wall.

It is due to line of sight issues on the west side of the property. The screening fence is to join with the north and south portion of the fence made of the same material and same height.

SAYR Resources *intends* to develop the property and call it Fun House Pet Resort with a staff of four to five employees to manage the clients, pets and daycare/resort facility. Use of the property in this manner will revitalize an aged property (built in 1984) that may not attract a client for child daycare, but is perfect for animal daycare. The building currently has a daycare layout with a very large 1,100 sq.ft. inside play area for the large dog clients and another play area of approximately 500 sq.ft. for the small dog clients. Our dog clients will be cage-free during daycare services and will be rotated on a play and exercise schedule from their inside play areas to their perspective outside play areas. The outside play areas will be enclosed by a 6 ft. vinyl fence to reduce any barking sounds our furry clients may produce. Our resort services will include daycare, grooming, boarding and training. The building faces Valley View Drive and has a unique C-shaped driveway that adds a bonus value for early morning drop-off customers and evening pickup customers.

Finally, this commercial building was originally designed for a daycare and it can still be a daycare, just an animal daycare. We believe we are in the right location and closest to potential clients going to the DFW Airport or commuting to the mid cities for work and back again. Should you have any additional questions, we will be more than happy to speak with you.

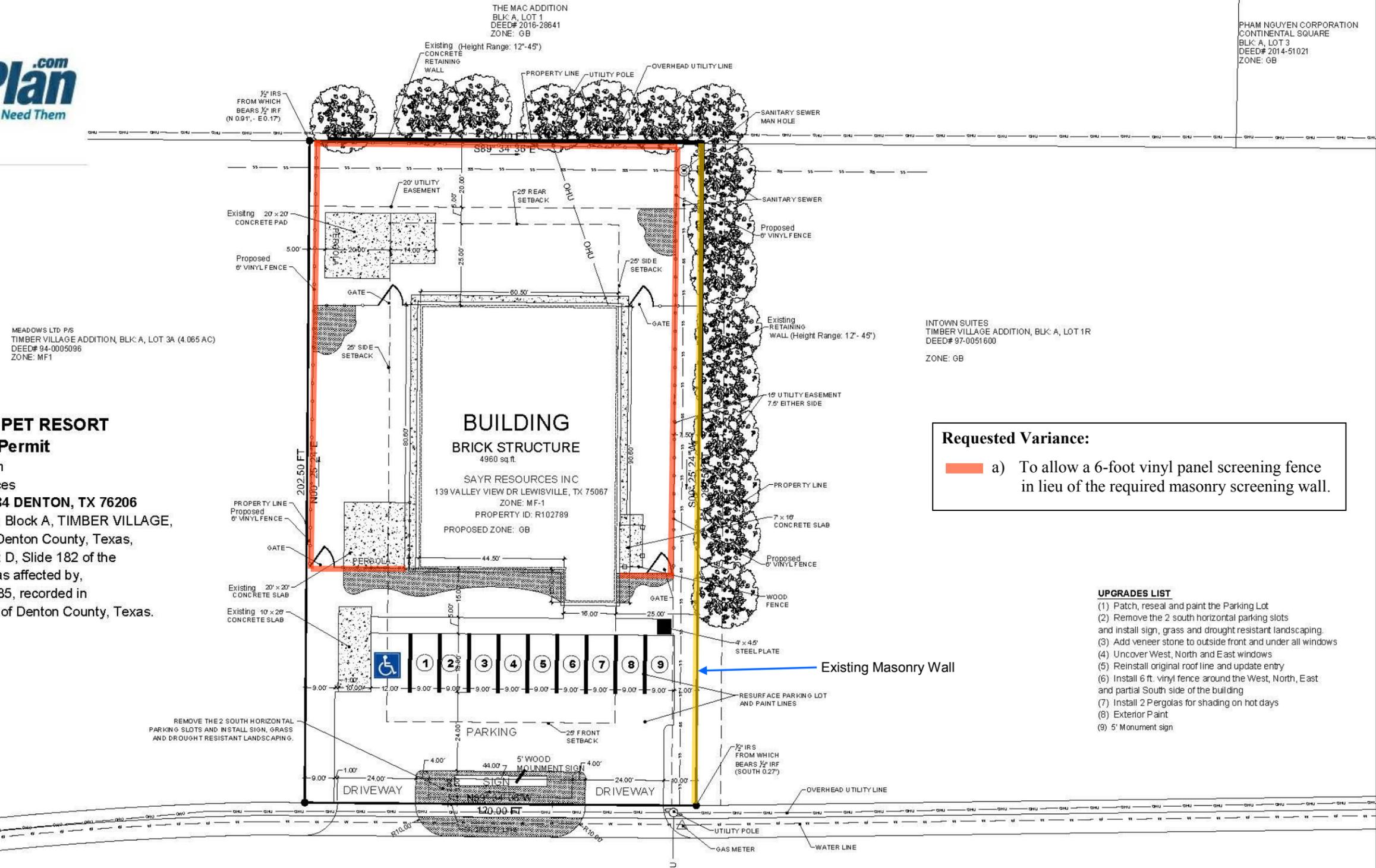
Best Regards,

Cynthia Rahimi

Cynthia Rahimi, President
SAYR Resources, Inc.
P.O. Box 50684
Denton, TX 76206
Ph# (940) 497-0829
Cell# (214) 693-6106



PHAM NGUYEN CORPORATION
CONTINENTAL SQUARE
BLK A, LOT 3
DEED# 2014-51021
ZONE: GB



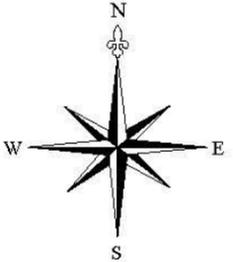
MEADOWS LTD P/S
TIMBER VILLAGE ADDITION, BLK A, LOT 3A (4.065 AC)
DEED# 94-0005096
ZONE: MF1

INTOWN SUITES
TIMBER VILLAGE ADDITION, BLK A, LOT 1R
DEED# 97-0051600
ZONE: GB

Project Name: FUN HOUSE PET RESORT
Purpose of Drawings: Special Use Permit
 Drawings developed by MySiteplans.com
 and requested by owner, SAYR Resources
P.O. BOX 50684 DENTON, TX 76206
Legal Description: Being all of LOT 3B, Block A, TIMBER VILLAGE,
 an Addition to the City of LEWISVILLE, Denton County, Texas,
 according to the plat recorded in Cabinet D, Slide 182 of the
 Plat Records of Denton County, Texas, as affected by,
 Certificate of Correction filed July 24, 1985, recorded in
 Volume 1683, Page 483, Deed Records of Denton County, Texas.

Requested Variance:
 a) To allow a 6-foot vinyl panel screening fence in lieu of the required masonry screening wall.

- UPGRADES LIST**
- (1) Patch, reseal and paint the Parking Lot
 - (2) Remove the 2 south horizontal parking slots and install sign, grass and drought resistant landscaping.
 - (3) Add veneer stone to outside front and under all windows
 - (4) Uncover West, North and East windows
 - (5) Reinstall original roof line and update entry
 - (6) Install 6 ft. vinyl fence around the West, North, East and partial South side of the building
 - (7) Install 2 Pergolas for shading on hot days
 - (8) Exterior Paint
 - (9) 5' Monument sign



VALLEY VIEW DR
(50' ROW)



SITE PLAN
 PARCEL#: R102789 LOT:3B BLK:A TIMBER VILLAGE
 139 VALLEY VIEW DR, LEWISVILLE, TX 75067
 AREA:24,300.00 sqft (0.5578 acres)

RFI THE PINNACLE LLC
TIMBER VILLAGE ADDITION, BLK: B, LOT 3
DEED# 2013-96184, ZONE: MF-1

FARASHA INC.
TIMBER VILLAGE ADDITION, BLK: B, LOT 2
DEED# 1993-2209 ZONE: GB

Development Plan
Fun House Pet Resort
Timber Village Addition, BLK: A, LOT 3B
0.5578 AC
Zoning: General Business (GB)
DEED# 05-153141

Site Location



Fence Example



FENTECH®
VINYL PRIVACY FENCE



Fence Example



Source: <http://www.fencetechllc.com/vinyl-fence.html>



© Copyright . FENTECH

Source: https://www.alibaba.com/product-detail/6x8-ft-Flat-Top-White-PVC_60174042079.html

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR A KENNEL WITH OUTDOOR RUNS, ON AN APPROXIMATELY 0.56-ACRE LOT LEGALLY DESCRIBED AS LOT 3B, BLOCK A, TIMBER VILLAGE ADDITION, LOCATED ON THE NORTH SIDE OF VALLEY VIEW DRIVE, APPROXIMATELY 470 FEET WEST OF STATE HIGHWAY 121 BUSINESS, AT 139 VALLEY VIEW DRIVE; AND ZONED GENERAL BUSINESS DISTRICT (GB); PROVIDING FOR A REPEALER, SEVERABILITY, PENALTY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made requesting approval of a Special Use Permit for a kennel with outdoor runs by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by state statutes and the Zoning Ordinances of the City of Lewisville, Texas; and said Planning and Zoning Commission has recommended that the Special Use Permit on the 0.56-acre property, as described in the attached Exhibit “A” (the “Property”), be **approved**; and

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

WHEREAS, the City Council at a public hearing has determined that the proposed use, subject to the condition(s) stated herein: (1) complements or is compatible with the surrounding uses and community facilities; (2) contributes to, enhances, or promotes the welfare of the area of request and adjacent properties; (3) is not detrimental to the public health, safety, or general welfare; and (4) conforms in all other respects to all zoning regulations and standards.

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

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

SECTION 2. SPECIAL USE PERMIT GRANTED. Subject to the conditions provided for herein, applicant is granted a Special Use Permit to allow a kennel with outdoor runs on the Property, which is zoned General Business District (GB).

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

1. in compliance with the narrative, development plan, landscape plan, building elevations, signage details, fencing details and shade structure details attached hereto as Exhibit "B"; and
2. in accordance with all federal, state, and local laws and regulations.

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

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

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

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

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 4TH DAY OF DECEMBER, 2017.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Property Description

Exhibit B

Narrative

Development Plan

Landscape Plan

Building Elevations

Signage Details

Fencing Details

Shade Structure Details

EXHIBIT A

See Attachment 1 - PROPERTY DESCRIPTION (METES & BOUNDS)

Address Location: 139 Valley View Dr., Lewisville, TX 75067

Property Legal Description

Being all of LOT 3B, Block A, TIMBER VILLAGE, an Addition to the City of Lewisville, Denton County, Texas, according to the plat recorded in Cabinet D, Slide 182 of the Plat Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a iron rod at the Southwest corner of Lot 2 of said Block A also lying in the North right-of-way of Valley View Drive (65 foot right-of-way);

THENCE North 89 degrees 34 minutes 36 seconds West, 120.00 feet along the North right-of-way line of said Valley View Drive to an iron rod;

THENCE North 00 degrees 25 minutes 24 seconds East, 202.50 feet along the common boundary line between aforesaid Lot 3B and Lot 3A to an iron rod at the Northeast corner of said Lot 3B;

THENCE South 89 degree 34 minutes 36 seconds East, 120.00 feet to an iron at the Northwest corner of aforesaid Lot 2;

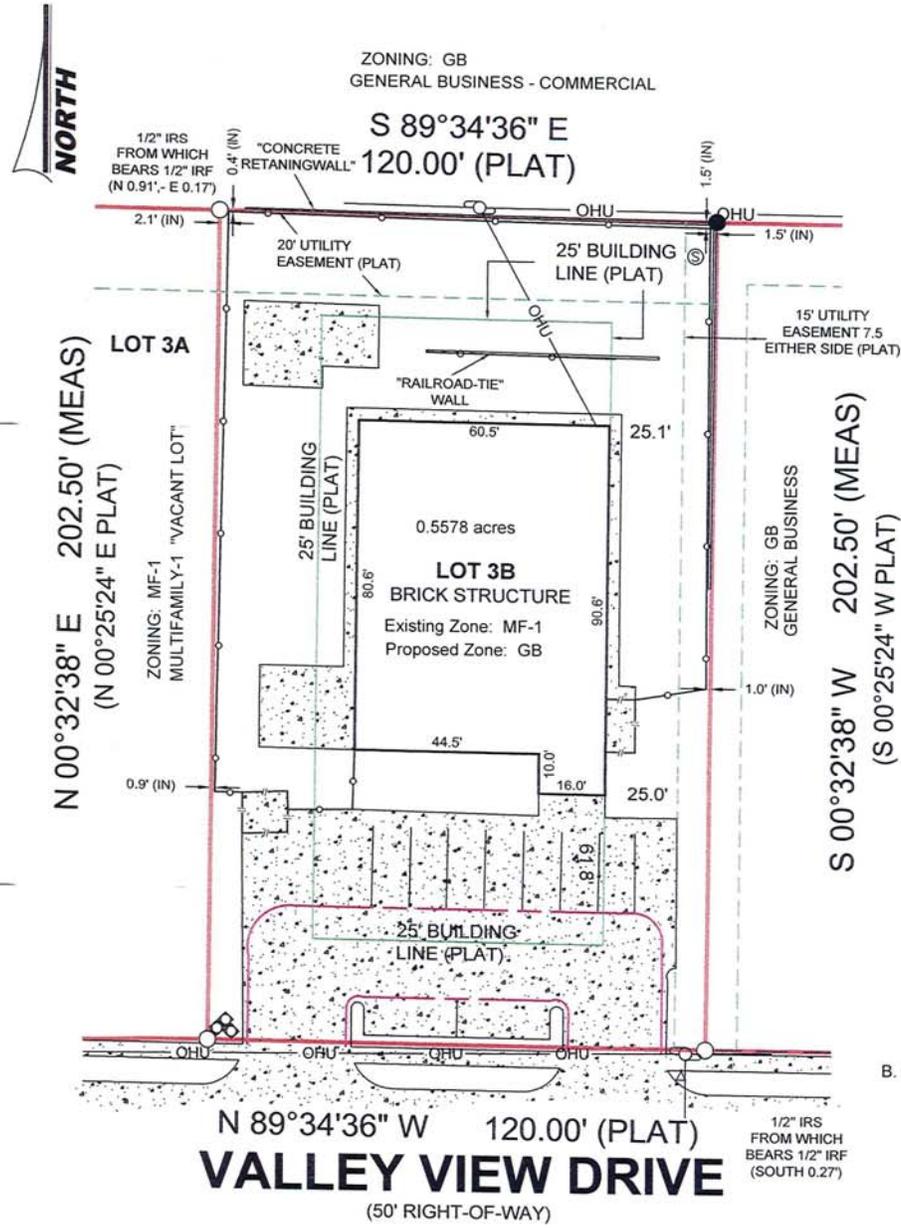
THENCE South 00 degrees 25 minutes 24 seconds West, 202.50 feet along the common boundary line between said Lot 2 and aforesaid Lot 3B to the PLACE OF BEGGINING containing 0.558 acres (24,300 square feet) of land, as taken with Certificate of Correction filed July 24, 1985, recorded in Volume 1683, Page 483, Deed Records, Denton County, Texas.

SURVEY PLAT

This is to certify that I have made a careful and accurate survey, on the ground, of property located at 139 VALLEY VIEW DRIVE: LOT 3B, IN BLOCK A, OF TIMBER VILLAGE, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET D, PAGE 182, PLAT RECORDS, DENTON COUNTY, TEXAS, AS AFFECTED BY CERTIFICATE OF CORRECTION FILED JULY 24, 1985, RECORDED IN VOLUME 1683, PAGE 483, OFFICIAL RECORDS, DENTON COUNTY, TEXAS.

According to Community-Panel No. 48121C 0565F of the Federal Emergency Management Agency Flood Insurance Rate Map or Flood Hazard Boundary Map Dated August 23, 2001 the property shown hereon is not located in Zone "A" (Area of 100 Year Flood Plain). The property is in Zone "X".

This survey was performed exclusively for the parties in connection with the G.F. Number shown hereon and is licensed for a single use. This survey remains the property of the Surveyor. Unauthorized reuse is not permitted without the expressed written permission of the Surveyor. This survey is an original work protected by United States Copyright law and international treaties. All rights reserved.—Do not make illegal copies.



TIMBER VILLAGE LOT 1-R,
BLOCK A, CAB. N, PAGE
243 P.R.D.C.T.

ZONING: "GB"
GENERAL BUSINESS
FOR 0.5578 ACRE TRACT

OUT OF THE
B. HUNTER SURVEY, A-553
LEWISVILLE, TEXAS

DEED:
SAYR RESOURCES INC.
P.O. BOX 50684
DENTON, TX 76206
(940) 497-0829

REVISED IN OFFICE 04-03-2007

LEGEND			
● 1/2" IR FOUND	⊗ X FOUND	○ UTILITY POLE	— OHU — OVERHEAD UTILITY LINE
○ 1/2" IR SET	⊙ X SET	◇ WATER METER	— X — BARBED WIRE FENCE
● 60D NAIL FOUND	⊗ PK NAIL FOUND	△ GAS METER	— // — WOOD FENCE
○ 60D NAIL SET	⊙ PK NAIL SET	△ SANITARY SEWER MAN HOLE	— — — BUILDING LINE
		○ CHAINLINK FENCE	— - - - EASEMENT
			— — — BOUNDARY
			▒ CONCRETE
			▒ BRICK
			▒ STONE
			▒ WOOD DECK

To Freedom Title Company in connection with the transaction described in GF No.07002836KS. The plat shown hereon is a correct and accurate representation of the property, lines and dimensions are shown; and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated, and EXCEPT AS SHOWN, there are no visible and apparent easements, encroachments or protrusions on the ground.

SCALE 1"= 30
DATE 03/30/07
JOB NO. 07-0977
DRAWN BY 345



Scott Phillip Anderson
SCOTT PHILLIP ANDERSON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4888

A & W SURVEYORS, INC.
P.O. BOX 870029, MESQUITE, TX. 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEYOR.COM





SAYR Resources Inc.
"Your Source for DSP Solutions"

P. O. Box 50684
Denton, TX 76206

Telephone: (972) 241-3882
Fax: (972) 241-7338
Email: sayrresources.com

EXHIBIT B NARRATIVE

October 1, 2017

To: City of Lewisville
Planning and Zoning Commission
151 W. Church Street
Lewisville, TX 75067

SAYR Resources Inc., the property owner, is proposing a Zone Change Request from MF-1 on a 0.5578 acre property with a 4,960 sq ft commercial building to GB (General Business as its north & east neighbors). The zone change is necessary for the building to be considered as a commercial office/warehouse facility for use as a pet resort through a Special Use Permit (as required under Sec.17-22(a) (18)). The following variance is requested:

- 1) to allow a precast 6 feet vinyl panel screening wall in lieu of the required brick or stone screening wall due to line of sight issues on the west side of the property. The screening wall is to join with the north and south portion of the fence made of the same material and same height.

SAYR Resources *intends* to develop the property and call it Fun House Pet Resort with a staff of four to five employees to manage the clients, pets and daycare/resort facility. Use of the property in this manner will revitalize an aged property (built in 1984) that may not attract a client for child daycare, but is perfect for animal daycare. The building currently has a daycare layout with a very large 1,100 sq.ft. inside play area for the large dog clients and another play area of approximately 500 sq.ft. for the small dog clients. Our dog clients will be cage-free during daycare services and will be rotated on a play and exercise schedule from their inside play areas to their perspective outside play areas. The outside play areas will be enclosed by a 6 ft. vinyl fence to reduce any barking sounds our furry clients may produce. Our resort services will include daycare, grooming, boarding and training. The building faces Valley View Drive and has a unique C-shaped driveway that adds a bonus value for early morning drop-off customers and evening pickup customers.

Finally, this commercial building was originally designed for a daycare and it can still be a daycare, just an animal daycare. We believe we are in the right location and closest to potential clients going to the DFW Airport or commuting to the mid cities for work and back again. Should you have any additional questions, we will be more than happy to speak with you.

Best Regards,

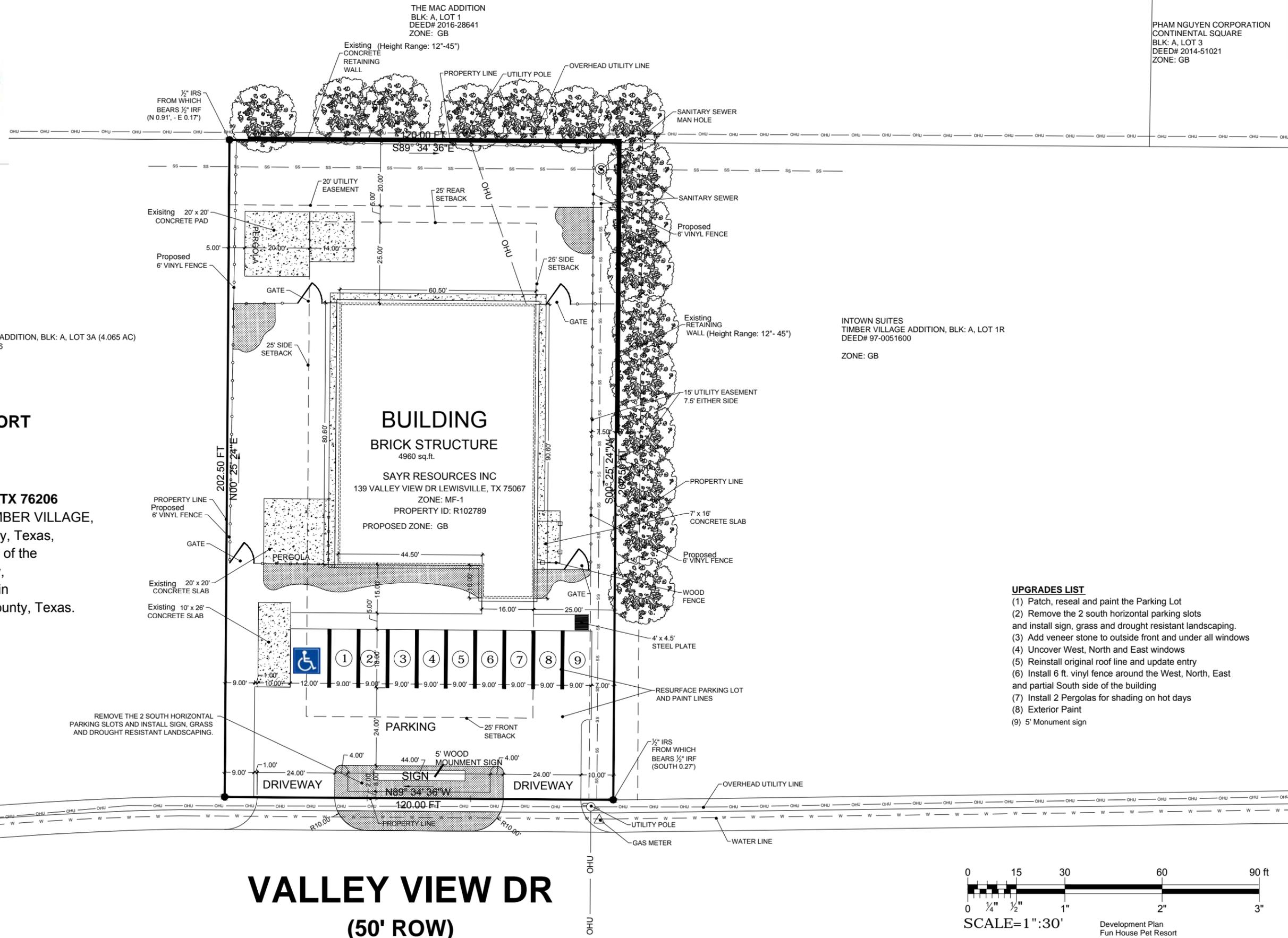
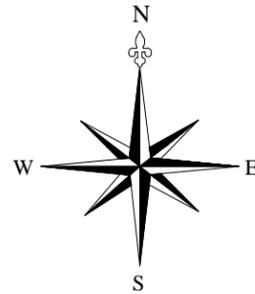
Cynthia Rahimi, President
SAYR Resources, Inc.
P.O. Box 50684
Denton, TX 76206
Ph# (940) 497-0829
Cell# (214) 693-6106

Attachment to Ordinance No. _____
Exhibit "B"
Page 2 of 11

MEADOWS LTD P/S
TIMBER VILLAGE ADDITION, BLK: A, LOT 3A (4.065 AC)
DEED# 94-0005096
ZONE: MF1

Project Name: **FUN HOUSE PET RESORT**
Purpose of Drawings: **Special Use Permit**
Drawings developed by MySiteplans.com
and requested by owner, SAYR Resources
P.O. BOX 50684 DENTON, TX 76206

Legal Description: Being all of LOT 3B, Block A, TIMBER VILLAGE, an Addition to the City of LEWISVILLE, Denton County, Texas, according to the plat recorded in Cabinet D, Slide 182 of the Plat Records of Denton County, Texas, as affected by, Certificate of Correction filed July 24, 1985, recorded in Volume 1683, Page 483, Deed Records of Denton County, Texas.



INTOWN SUITES
TIMBER VILLAGE ADDITION, BLK: A, LOT 1R
DEED# 97-0051600
ZONE: GB

UPGRADES LIST

- (1) Patch, reseal and paint the Parking Lot
- (2) Remove the 2 south horizontal parking slots and install sign, grass and drought resistant landscaping.
- (3) Add veneer stone to outside front and under all windows
- (4) Uncover West, North and East windows
- (5) Reinstall original roof line and update entry
- (6) Install 6 ft. vinyl fence around the West, North, East and partial South side of the building
- (7) Install 2 Pergolas for shading on hot days
- (8) Exterior Paint
- (9) 5' Monument sign

VALLEY VIEW DR
(50' ROW)



DEVELOPMENT PLAN

PARCEL#: R102789 LOT:3B BLK:A TIMBER VILLAGE
139 VALLEY VIEW DR, LEWISVILLE, TX 75067
AREA:24,300.00 sqft (0.5578 acres)

Development Plan
Fun House Pet Resort
Timber Village Addition, BLK: A, LOT 3B
0.5578 AC

Zoning: General Business (GB)
DEED# 05-153141

RFI THE PINNACLE LLC
TIMBER VILLAGE ADDITION, BLK: B, LOT 3
DEED# 2013-96184, ZONE: MF-1

FARASHA INC.
TIMBER VILLAGE ADDITION, BLK: B, LOT 2
DEED# 1993-2209 ZONE: GB



THE MAC ADDITION
 BLK: A, LOT 1
 DEED# 2016-28641
 ZONE: GB

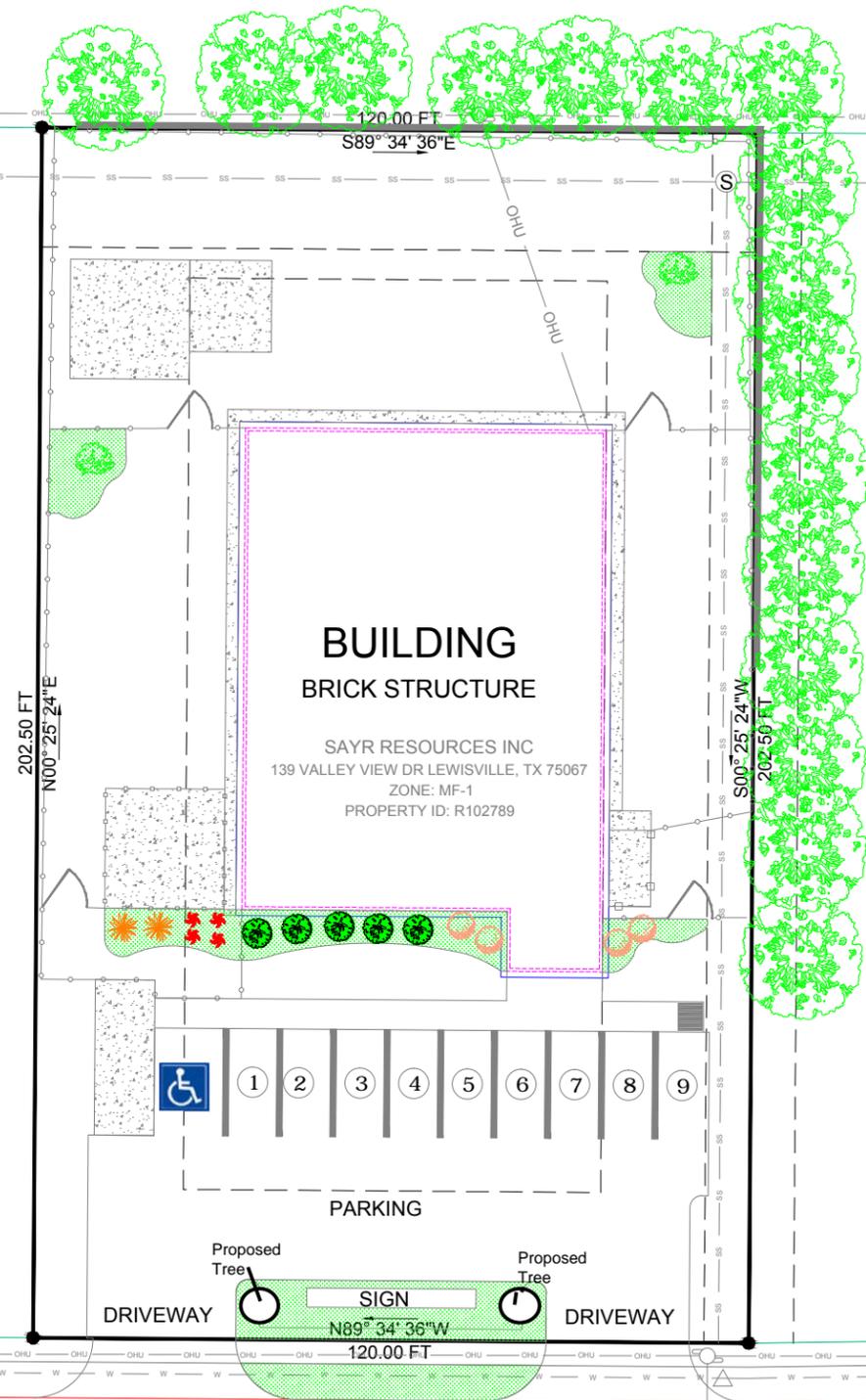
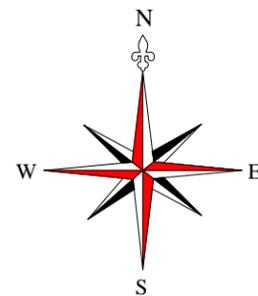
PHAM NGUYEN CORPORATION
 CONTINENTAL SQUARE
 BLK: A, LOT 3
 DEED# 2014-51021
 ZONE: GB

Attachment to Ordinance No. _____
 Exhibit "B"
 Page 3 of 11

MEADOWS LTD P/S
 TIMBER VILLAGE ADDITION, BLK:A, LOT 3A (4.065AC)
 ZONE: MF1
 DEED# 94-0005096

Project Name: **FUN HOUSE PET RESORT**
 Purpose of Drawings: **Special Use Permit**
 Drawings developed by MySiteplans.com
 and requested by owner, SAYR Resources
P.O. BOX 50684 DENTON, TX 76206

Legal Description: Being all of LOT 3B, Block A, TIMBER VILLAGE, an Addition to the City of LEWISVILLE, Denton County, Texas, according to the plat recorded in Cabinet D, Slide 182 of the Plat Records of Denton County, Texas, as affected by, Certificate of Correction filed July 24, 1985, recorded in Volume 1683, Page 483, Deed Records of Denton County, Texas.



INTOWN SUITES
 TIMBER VILLAGE ADDITION
 DEED# 97-0051600
 ZONE: GB

LANDSCAPE KEY	
	WHITE PAMPAS GRASS
	TREE: LEWISVILLE LIST
	RED YUCCA
	INDIAN HAWTHORNE
	DWARF YAUPON HOLLY



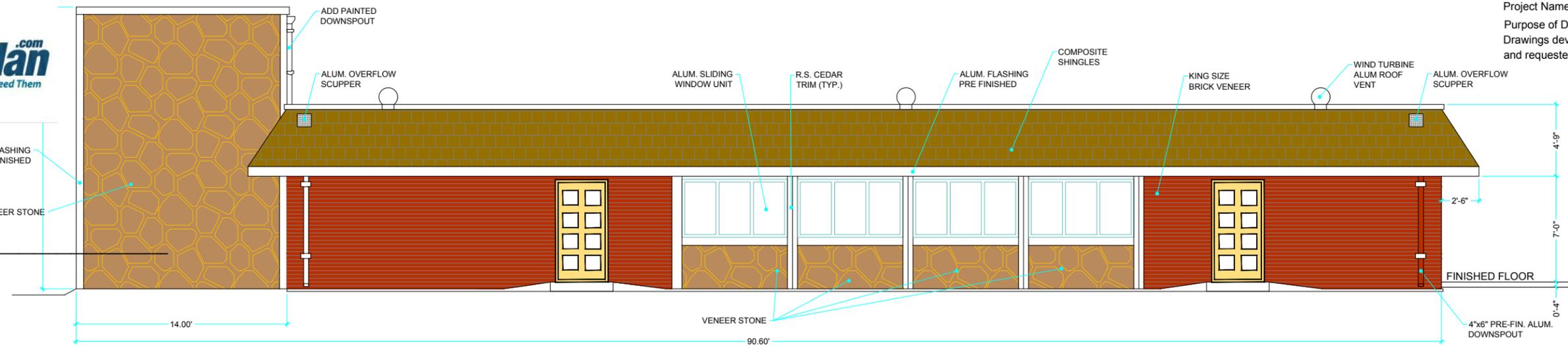
LANDSCAPE PLAN

PARCEL#: R102789 LOT:3B BLK:A TIMBER VILLAGE
 139 VALLEY VIEW DR, LEWISVILLE, TX 75067
 AREA:24,300.00 sqft (0.5578 acres)

RFI THE PINNACLE LLC
 TIMBER VILLAGE ADDITION, BLK: B, LOT 3
 DEED# 2013-96184, ZONE: MF-1

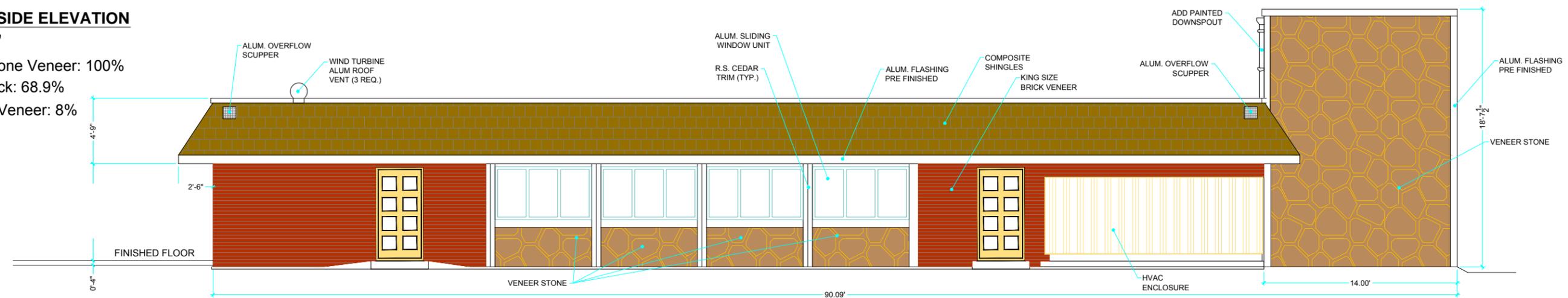
FARASHA INC.
 TIMBER VILLAGE ADDITION, BLK: B, LOT 2
 DEED# 1993-2209, ZONE : GB

Attachment to
Ordinance No.
Exhibit "B"
Page 4 of 11



RIGHT SIDE ELEVATION

$\frac{1}{8}''=1'-0''$
 Entry Stone Veneer: 100%
 Wall Brick: 68.9%
 Wall S. Veneer: 8%

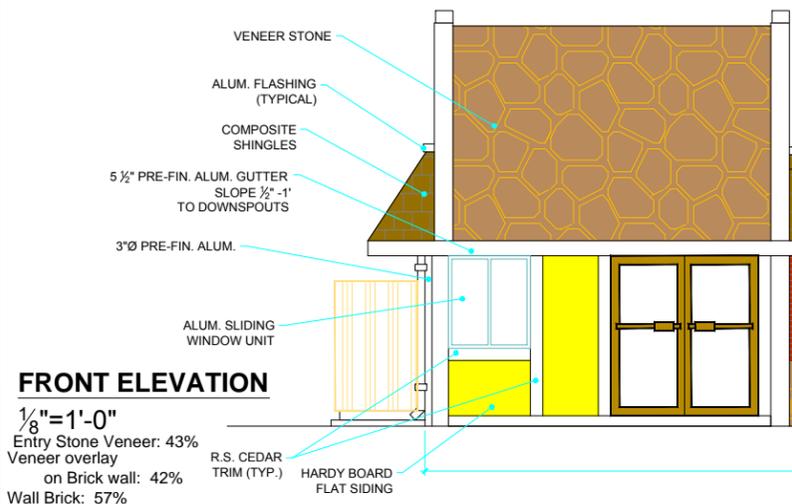
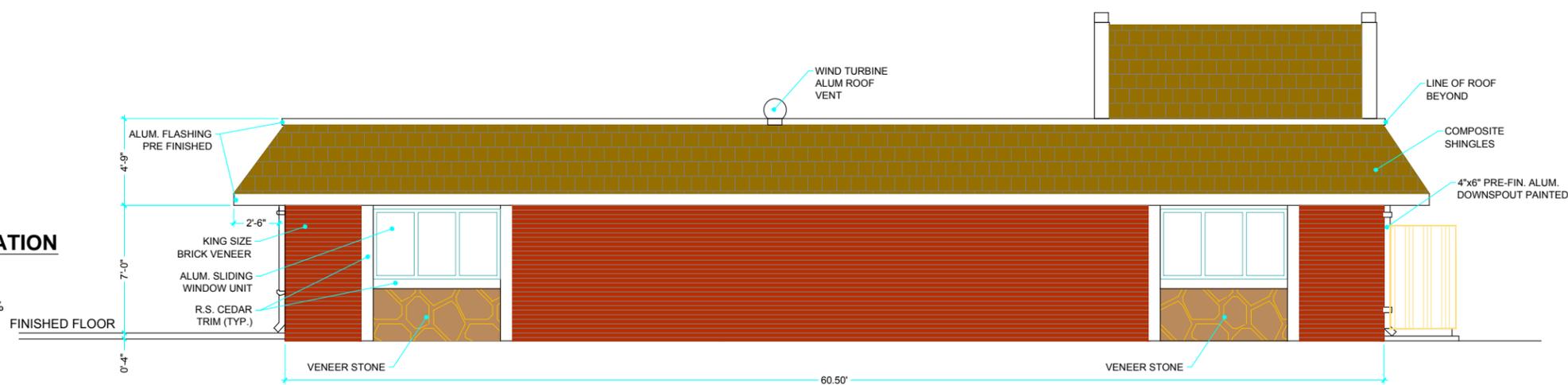


LEFT SIDE ELEVATION

$\frac{1}{8}''=1'-0''$
 Entry Stone Veneer: 100%
 Wall Brick: 68.9%
 Wall Stone Veneer: 8%

REAR ELEVATION

$\frac{1}{8}''=1'-0''$
 Wall Brick: 88%
 Wall Stone Veneer: 6%



FRONT ELEVATION

$\frac{1}{8}''=1'-0''$
 Entry Stone Veneer: 43%
 Veneer overlay on Brick wall: 42%
 Wall Brick: 57%

BUILDING ELEVATIONS

PARCEL#: R102789 LOT:3B BLK:A TIMBER VILLAGE
 139 VALLEY VIEW DR, LEWISVILLE, TX 75067
 AREA:24,300.00 sqft (0.5578 acres)



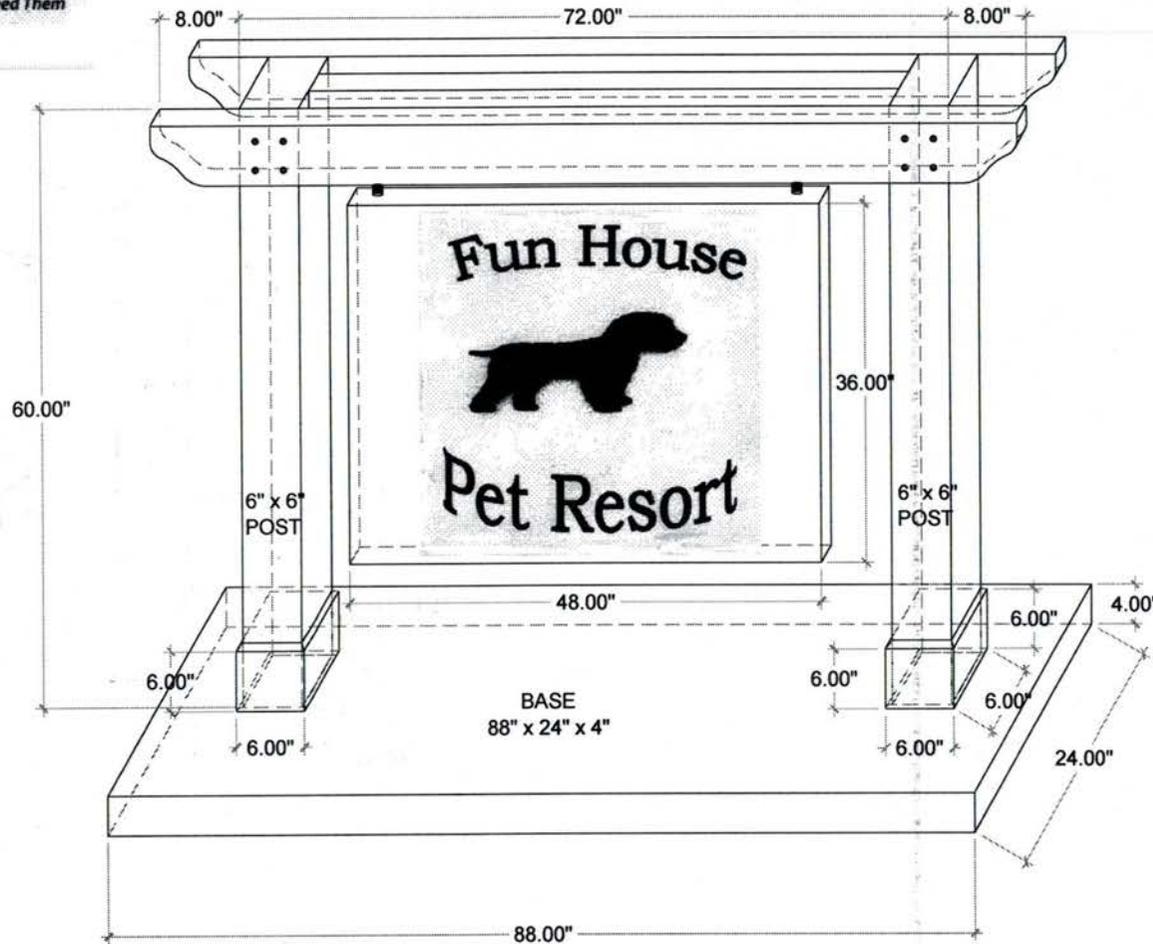
SIGNAGE DETAILS



MATERIALS LIST

- (1) CONCRETE BASE 88" x 24" x 4"
- (2) 6" x 6" POSTS 60" LONG.
- (1) SIGN 36" x 48", PLYWOOD WITH PVC COVERING, PAINTED - LETTER 1 3/4" TALL 9" Tall
- (2) SIGN CROWN 2" x 6" WEATHER TREATED
- SOLAR LIGHTING AT BASE
- HARDWARE
- (1) 2" x 4"
- (8) 6" x 6"

FRONT ELEVATION



ENTRY SIGN

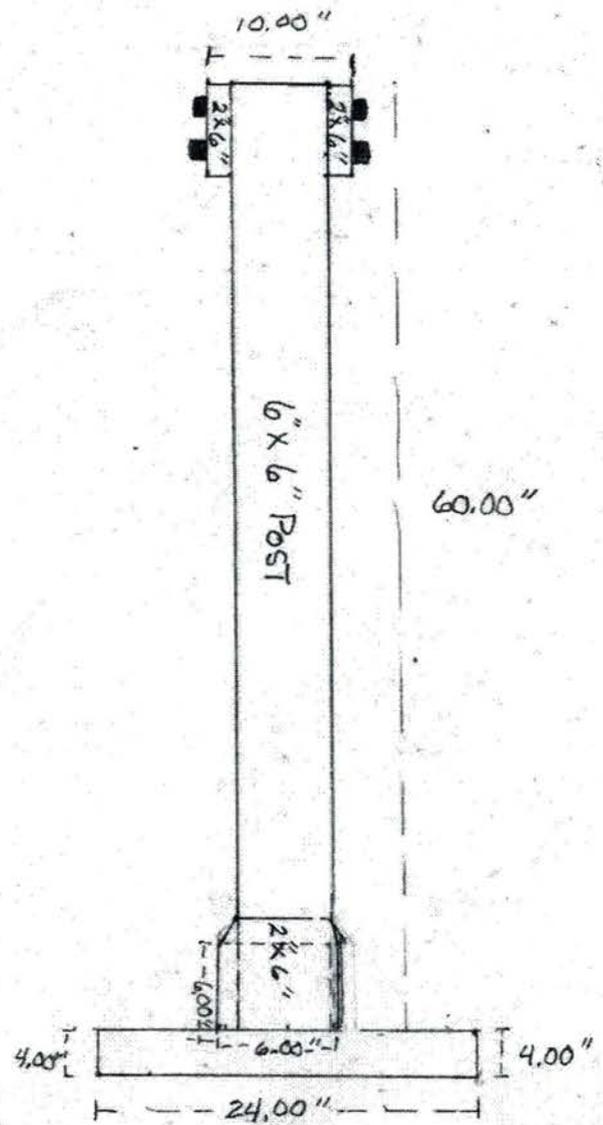
PARCEL#: R102789 LOT:3B BLK:A TIMBER VILLAGE
 139 VALLEY VIEW DR, LEWISVILLE, TX 75067
 AREA:24,300.00 sqft (0.5578 acres)



SCALE=1":1'

Project Name: **FUN HOUSE PET RESORT**
 Purpose of Drawings: **Special Use Permit**
 Drawings developed by MySiteplans.com
 and requested by owner, SAYR Resources

EAST & WEST ELEVATIONS



ENTRY SIGN
PARCEL#: R102789 LOT:3B BLK: A
TIMBER VILLAGE ADDITION
139 VALLEY VIEW DR., LEWISVILLE, TX 75067
AREA: 24,300 SQ.FT. (0.5578 acres)

SCALE - 1" = 1'

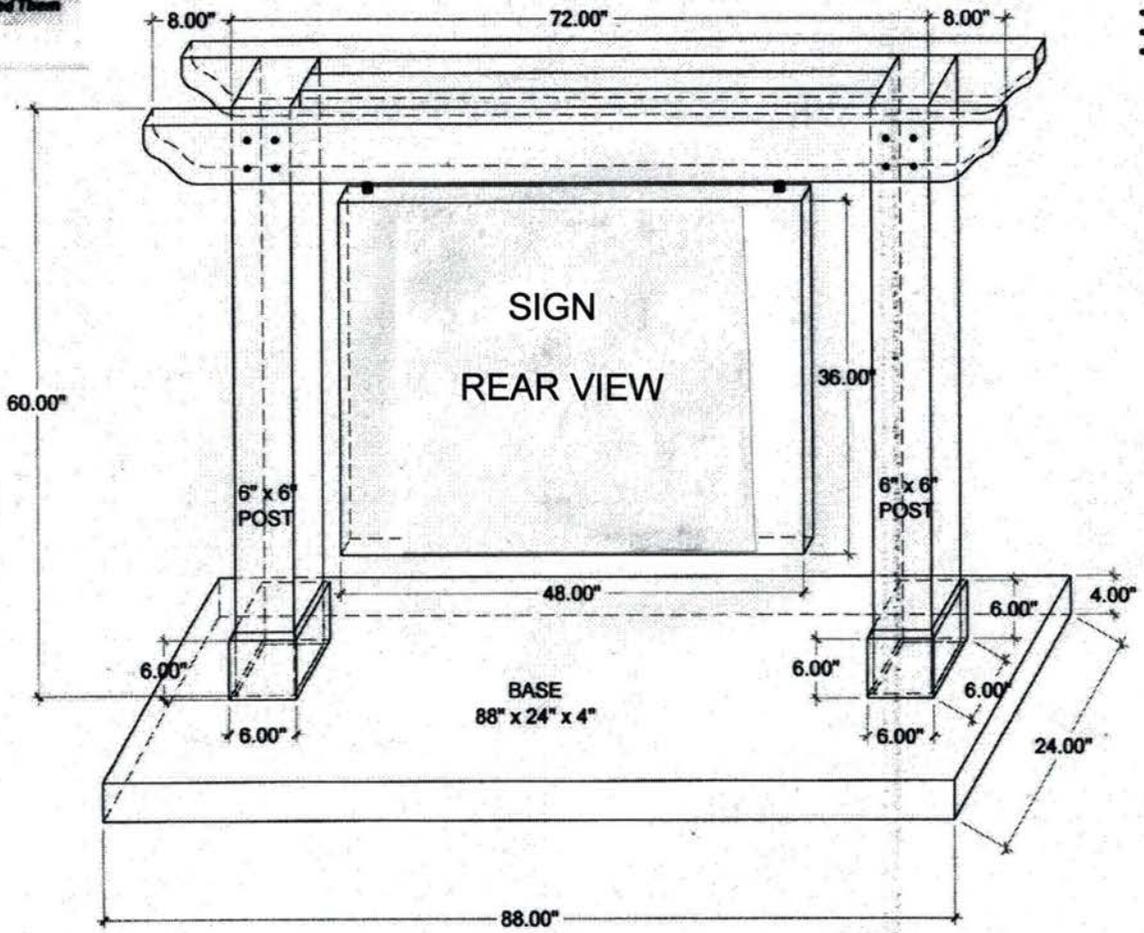
Project Name: FUN HOUSE PET RESORT
Purpose of Drawings: Special Use Permit
Drawings by Owner: SAYR Resources Inc.



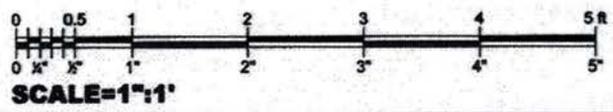
MATERIALS LIST

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- (2) 6" x 6" POSTS 60" LONG.
- (1) SIGN 36" x 48", PLYWOOD WITH PVC COVERING, PAINTED - LETTER ~~FREE~~ 9" TALL
- (2) SIGN CROWN 2" x 6" WEATHER TREATED
- SOLAR LIGHTING AT BASE
- HARDWARE
- (1) 2" x 4"
- (8) 6" x 6"

REAR ELEVATION

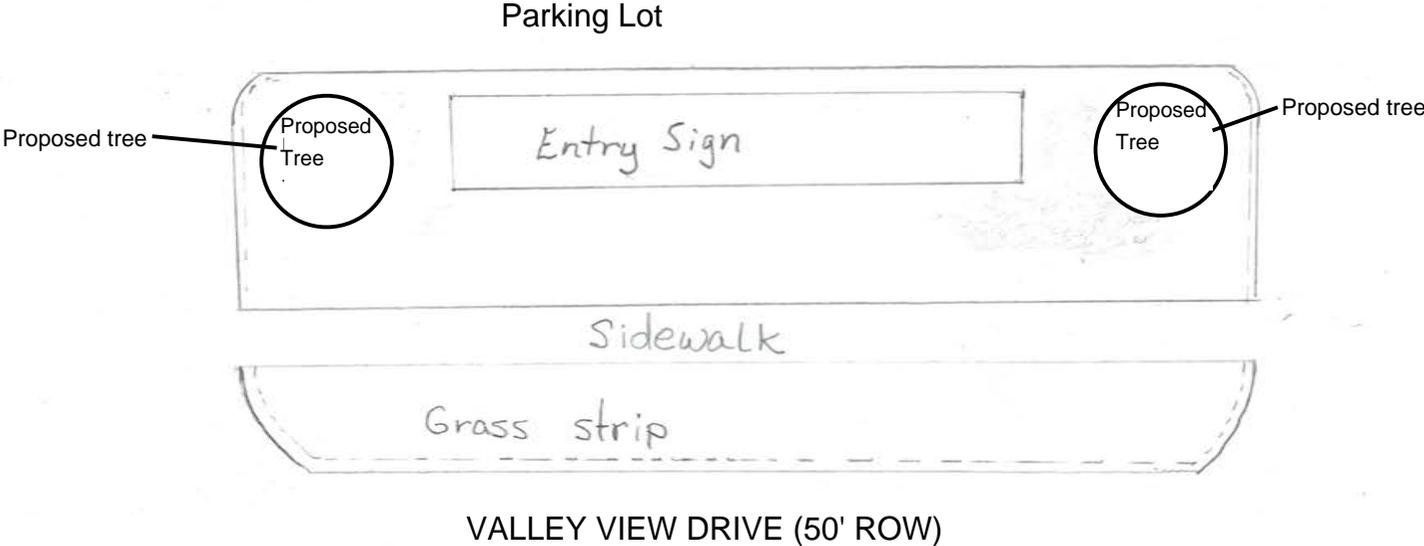


ENTRY SIGN
 PARCEL#: R102789 LOT:3B BLK:A TIMBER VILLAGE
 139 VALLEY VIEW DR, LEWISVILLE, TX 75067
 AREA:24,300.00 sqft (0.5578 acres)



Project Name: **FUN HOUSE PET RESORT**
 Purpose of Drawings: **Special Use Permit**
 Drawings developed by MySiteplans.com
 and requested by owner, SAYR Resources

ENTRY SIGN LANDSCAPING PLAN



ENTRY SIGN: LANDSCAPING SIGN
PARCEL#: R102789 LOT: 3B BLK:A TIMBER VILLAGE
139 VALLEY VIEW DR., LEWISVILLE, TX 75067
AREA: 24,300 SQFT. (0.5578 ACRES)

Project Name: Fun House Pet Resort
Purpose of Drawing: Special Use Permit
Provided By: SAYR Resources Inc.

DRAWING NOT TO SCALE

EXHIBIT 2 Vinyl Fence for Fence Variance

Delivery Time 10 Working days after Receiving 30% Prepayment

6x8 ft Flat Top White PVC Vinyl Plastic Privacy Fence Panels

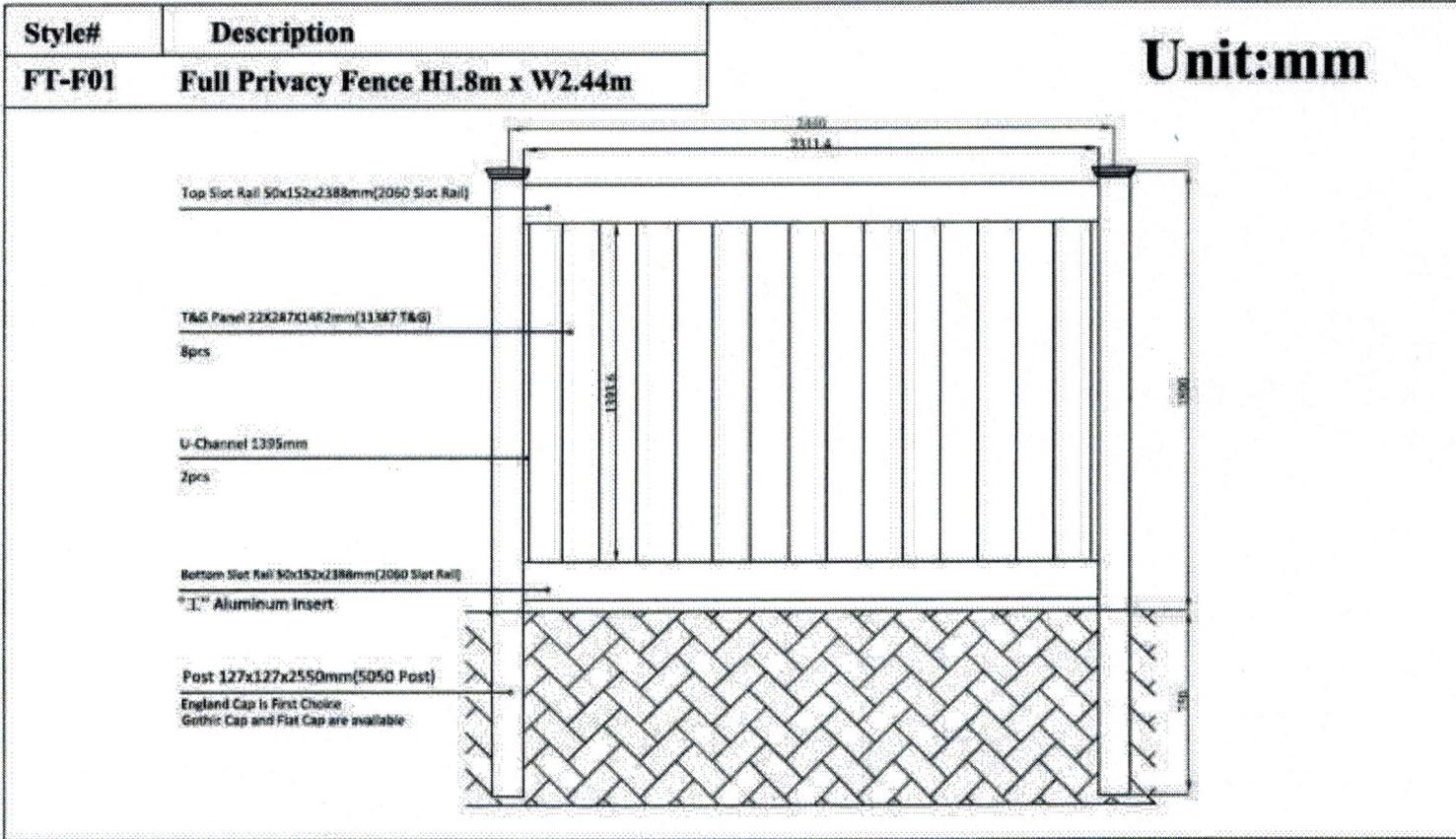


6x8 ft Flat Top White PVC Vinyl Plastic Privacy Fence Panels*

FENITECH® VINYL FENCE PANELS

This kind of PVC privacy fencing is durable and elegant. The bottom rail is ribbed with Aluminum insert with nice design of T&G fence panels.

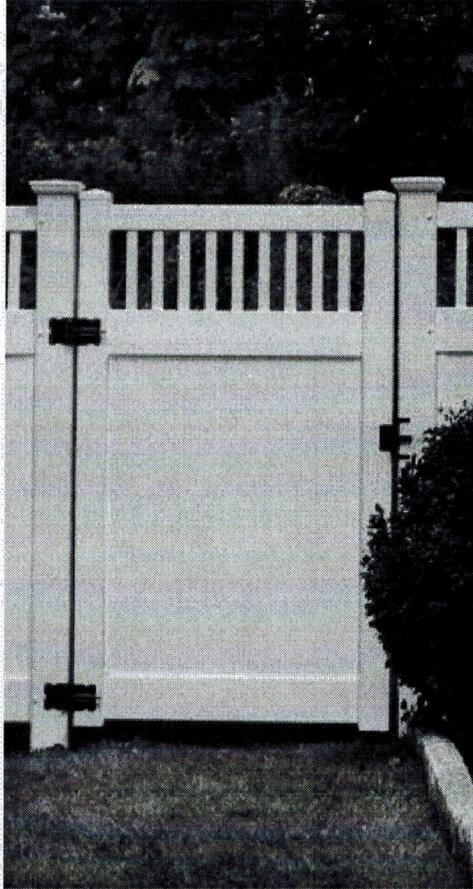
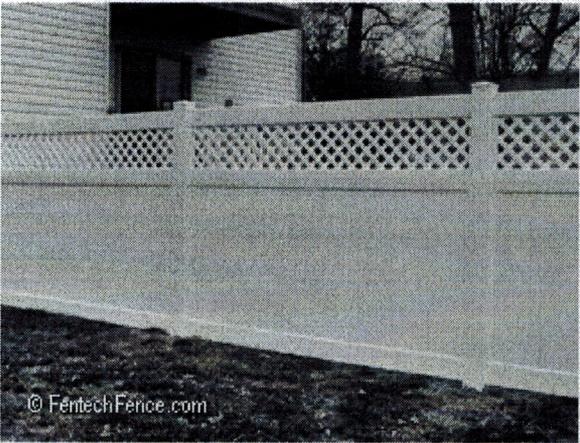
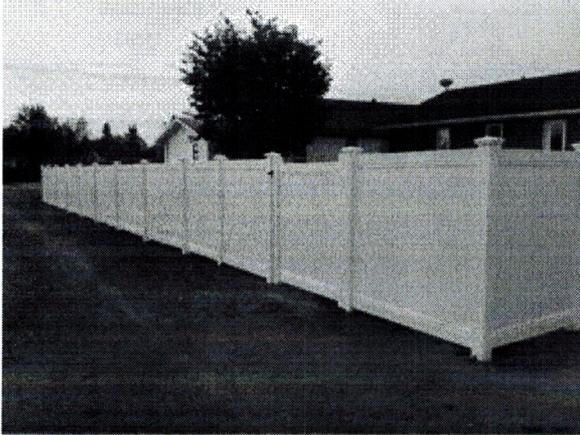
Design Drawing of Vinyl Fence Panels:



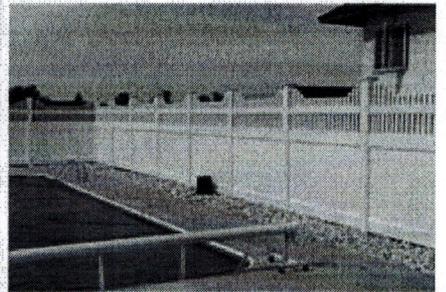
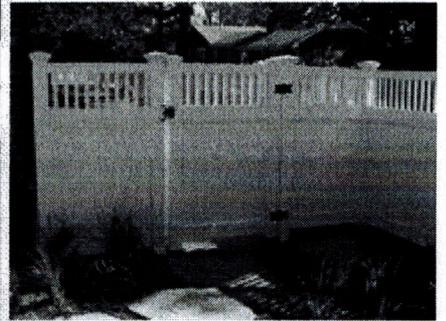
Components of Vinyl Fence Panels :

NO.	SPECIFICATION	Cut Length	QUANTITY
		(mm)	PC/Section
1	Fence Post 5"X5"	2550	1
2	Top Slot Rail 2"X6"	2388	1
3	Bottom Slot Rail 2"X6"	2388	1
4	T & G Fence Panel 7/8"X11-3/8"	1462	8
5	England Cap	N/A	1
6	ALU INSERT in Bottom Rail	2380	1

Display of Vinyl Fence Panels:



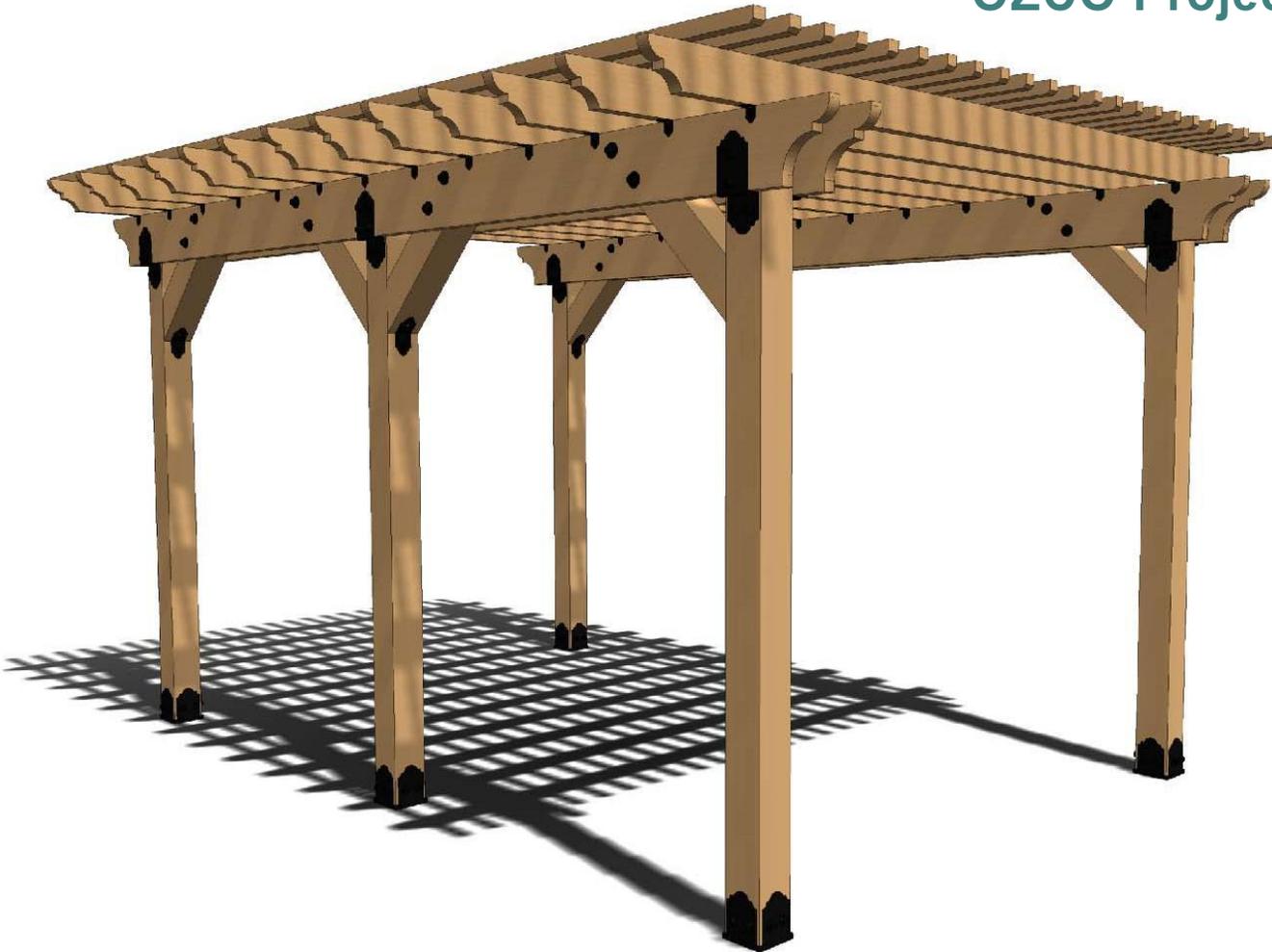
FENTECH®
VINYL PRIVACY FENCE



SHADE STRUCTURE DETAILS

OZCO Project #342 - Patio Pergola

SIZE: 12'x 16'



OZCO BUILDING PRODUCTS

Project Name: FUN HOUSE PET RESORT
Purpose of Drawings: Special Use Permit
Provided By: SAYR Resources Inc.



MEMORANDUM

TO: Donna Barron, City Manager

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

FROM: Karen Emadiazar, Utilities Manager

DATE: November 20, 2017

SUBJECT: **Approval of a Bid Award for an Annual Requirements Agreement for Instrumentation and (SCADA) Telemetry Maintenance to Prime Controls, LP., Lewisville, Texas, for an Estimated Amount of \$88,150; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The Public Services Department contracts for instrumentation services to maintain water and wastewater operating systems, flow meters and other control instrumentation that are in service at both the treatment plants, lift stations, pump stations, metering and storage facilities. These services include, but are not limited to the calibration, servicing, repair and/or replacement of required control, metering, and monitoring devices. The accuracy, as well as operational readiness of this equipment is mandated by the Texas Commission on Environmental Quality. Supervisory Control and Data Acquisition (SCADA) systems provide the capability to remotely monitor and control operations for plant processes, as well as the collection and distribution systems. These systems also require routine maintenance, as well as new control programs, logic and equipment based on anticipated needs and as new development and projects arise.

The previous annual agreement was with Wunderlich-Malec, and expired in late November. Rather than renew the contract, it was re-bid in order to make changes that would allow the city to better track expenses related to work within the distribution and collection system as opposed to the work at the plants.

ANALYSIS

Bids were received from three vendors: Prime Controls, Application Control Engineering, and Wunderlich-Malec. Prime Controls had the lowest responsible bid, in the amount of \$88,150. Prime Controls is headquartered in Lewisville and has held this contract in the past. Prime Controls is familiar with the operation of our equipment, and is certified to work on the Motorola brand radios used at our locations.

Funding is available for these services in Utility Fund accounts.

RECOMMENDATION

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

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: Nov. 20, 2017

SUBJECT: **Approval of a Bid Award for an Annual Requirements Agreement for Instrumentation and (SCADA) Telemetry Maintenance to Prime Controls, LP., Lewisville, Texas, for an estimated amount of \$88,150; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

A bid invitation was created and posted on Bidsync.com Oct. 14, 2017. Specifications were created in accordance with Texas Local Government Code Chapter 252.043, *Award of Contract*. Specifications under this chapter of the law state the award is to be made on the basis of the best value for the municipality.

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

ANALYSIS

Sealed bids were due Oct. 31, 2017 and three bids were received. An evaluation of bids was performed and it was determined Prime Controls, LP. submitted the lowest bid and is being recommended on the basis of best value.

RECOMMENDATION

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

CITY OF LEWISVILLE
PURCHASING DIVISION
BID TABULATION
BID # 18-02-A
INSTRUMENTATION AND (SCADA) TELEMETRY MAINTENANCE

PRIME CONTROLS, LP.
LEWISVILLE, TEXAS

\$ 88,150.00
20% Mark-Up on Parts

APPLICATION CONTROL ENGINEERING
LAKE DALLAS, TEXAS

\$ 96,800.00
15% Mark-Up on Parts

WUNDERLICH-MALEC ENGINEERING
ADDISON, TEXAS

\$142,780.00
15% Mark-Up on Parts

CITY OF LEWISVILLE

CONTRACT SERVICES AGREEMENT FOR

INSTRUMENTATION AND (SCADA) TELEMETRY MAINTENANCE SERVICES

THIS CONTRACT SERVICES AGREEMENT (this "Agreement") is made and entered into this 21 day of November, 2017, by and between the City of Lewisville, Texas (the "City") and Prime Controls, LP (the "Contractor").

WHEREAS, the City wishes to enter into an agreement with the Contractor, whereby the Contractor agrees to provide the City with instrumentation and (SCADA) telemetry maintenance services as set forth hereinafter in this Agreement, and the Contractor wishes to enter in an agreement to provide such services to the City.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. The City accepts the Contractor's Proposal ("Proposal"), attached as **Exhibit A**, to provide the City with instrumentation and (SCADA) telemetry maintenance services as described in the request for proposals for instrumentation and (SCADA) telemetry maintenance services ("RFP"). The Contractor agrees to perform the services as described in the RFP attached hereto as **Exhibit B**, which is incorporated herein by reference ("Services"). As a material inducement to the City entering into this Agreement, the Contractor represents and warrants that the Contractor is experienced in performing the Services contemplated herein and, in light of such status and experience, the Contractor covenants that it shall follow the highest professional standards in performing the Services required hereunder. For the purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more firms performing similar work under similar circumstances, as determined by the City.

1.2 Conflict among Documents. In the event of any inconsistency between the terms of the Proposal, the RFP, and this Agreement, documents shall control in the following order: (1) Agreement; (2) RFP (**Exhibit B**); then (3) Proposal (**Exhibit A**).

1.3 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.4 Familiarity with Work. By executing this Agreement, the Contractor warrants that the Contractor (a) has thoroughly investigated and considered the scope of Services to be performed, (b) has been on the premises where the Services are to be performed and is thoroughly familiar with the premises and the structures thereon, (c) has carefully considered how the Services should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, the Contractor warrants that the Contractor has investigated the site and is fully acquainted with the conditions there existing. Should the Contractor discover any latent or unknown conditions which will materially affect the performance of the Services hereunder, the Contractor shall immediately inform the City of such fact and shall not proceed except at the Contractor's risk until written instructions are received from the City.

1.5 Care of Work. The Contractor shall adopt reasonable methods during the term of this Agreement to furnish appropriate protection to City property, and the equipment and materials used to perform and carry out

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

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

6.5 Successors and Assigns. The City and Contractor 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. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Contractor.

6.6 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

Said person should consult with legal counsel if they have questions regarding its compliance with the requirement 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.

6.8 Closure. By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

6.9 Governing Law. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

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

For City by notice to:

City of Lewisville
Attn: Todd White, CFM
151 W. Church Street

4.2 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 MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

5.0 TERM AND ADDITIONAL PERIODS

5.1 Initial Term. The initial term of this Agreement shall be for a period of twelve (12) months beginning on December 5, 2017, with the option to extend for up to two (2) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or her designee. The payment of any compensation due under this Agreement for any year within the initial term provided for herein is contingent upon the annual appropriation of funds by the City Council of the City. The failure of the City Council to appropriate funds for this purpose shall relieve all parties from any responsibility under this Agreement and terminate the Agreement.

5.2 Termination Prior to Expiration of Term. This Agreement may be terminated in compliance with the RFP (**Exhibit B**). This Agreement may also be terminated without cause by the City, or by the Contractor with cause, upon thirty (30) days written notice to the City at the address of record. Upon notice of termination, the Contractor shall prepare and submit to City a final invoice within 15 days.

6.0 MISCELLANEOUS

6.1 Covenant against Discrimination. The Contractor covenants by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer, official or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

the Services shall be appropriate and proper, with the expressed intent of preventing losses or damages. The Contractor shall be responsible for all such damages to persons or property caused by the performance of Services provided to the City under this Agreement, except such losses or damages as may be caused by the City's own negligence.

1.6 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under the Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the schedule of fees provided by Contractor in the Proposal, attached as Exhibit "A".

2.2 Payment Terms. Payment terms are as outlined in the RFP (**Exhibit B**). Invoices must be submitted in duplicate to the City of Lewisville, Accounts Payable, P.O. Box 299002, Lewisville, TX 75029-9002.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor. Colby Cobb is hereby designated as the principal and representative of the Contractor authorized to act on its behalf with respect to the Services specified herein and make all decisions in connection therewith. The Representative of the Contractor shall have the right to designate another Representative by providing written notice to the City.

3.2 Contract Officer. The City's Director of Public Services is hereby designated as the representative of the City authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of the City shall have the right to designate another Contract Officer by providing written notice to the Contractor.

3.3 Prohibition against Assignment. The Contractor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its officials or employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the Services required herein, except as otherwise set forth in this Agreement, the RFP, or Proposal. The Contractor shall perform all services required herein as an independent contractor of the City and shall remain under only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it, or any of its agents or employees, are agents or employees of the City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement, including any extension thereof, insurance compliant with the requirements provided in the RFP (**Exhibit B**). Contractor shall provide a Certificate of Insurance compliant with the City's insurance requirements. Insurance must be approved before work may commence and remain in effect throughout the term of the contract.

P.O. Box 299002
Lewisville, Texas 75057

For Company by notice to:

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council

PRIME CONTROLS, LP.

By: _____
Donna Barron, City Manager

By: 
Colby Cobb, Service Manager

Date: _____

Date: 11/21/2017

Attest: _____
Julie Heinze, City Secretary

Attest: Chris Hughes

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

PRIME CONTROLS
1725 Lakepointe Dr.
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

**EXHIBIT A
CONTRACTOR'S PROPOSAL**

**EXHIBIT B
CITY'S REQUEST FOR PROPOSALS FOR
INSTRUMENTATION AND (SCADA) TELEMETRY MAINTENANCE SERVICES (RFP)**

EXHIBIT A

Prime Controls

Bid Contact **Jace McNeil**
g.anglin@prime-controls.com
Ph 972-221-4849

Address **1725 Lakepointe Drive**
Lewisville, TX 75057

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs	
18-02-A--01-01	Section A - Wastewater Facilities: Semi- Annual Service - Wastewater Treatment, Collection and System Metering	Supplier Product Code:	First Offer - \$80.00	80 / hour	\$6,400.00	Y	Y
18-02-A--01-02	Section A - Wastewater Facilities: Non Emergency Service Call - Wastewater Treatment,Collection and System Metering	Supplier Product Code:	First Offer - \$80.00	150 / hour	\$12,000.00		Y
18-02-A--01-03	Section A - Wastewater Facilities: EMERGENCY Calls - Wastewater Treatment, Collection and System Metering	Supplier Product Code: Response time (in minutes as per specs): 60 Minutes	First Offer - \$125.00	50 / hour	\$6,250.00		Y
Lot Total					\$24,650.00		

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs	
18-02-A--02-01	Section B - Wastewater Facilities: Non- Emergency Service of SCADA and Telemetry Equipment - Wastewater	Supplier Product Code: Response time (in minutes as per specs): 60 Minutes	First Offer - \$80.00	150 / hour	\$12,000.00		Y
18-02-A--02-02	Section B - Wastewater Facilities: EMERGENCY Service of SCADA and Telemetry Equipment .	Supplier Product Code: Response time (in minutes as per	First Offer - \$125.00	20 / hour	\$2,500.00		Y

Wastewater **specs): 60**
Minutes

Lot Total \$14,500.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Lot Total	Attch.	Docs
18-02-A--03-01	Section C - Water Facilities: Semi-annual service - Water Production, Distribution and System Metering	Supplier Product Code:	First Offer - \$80.00	80 / each	\$6,400.00	Y	Y
18-02-A--03-02	Section C - Water Facilities: Non Emergency service call - Water Production, Distribution and System Metering	Supplier Product Code: Response time (in minutes as per specs): 60 Minutes	First Offer - \$80.00	150 / hour	\$12,000.00		Y
18-02-A--03-03	Section C - Water Facilities: EMERGENCY Service - Water Production, Distribution and System Metering	Supplier Product Code: Response time (in minutes as per specs): 60 Minutes	First Offer - \$125.00	50 / hour	\$6,250.00		Y

Lot Total \$24,650.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Lot Total	Attch.	Docs
18-02-A--04-01	Section D - Water Facilities: Non Emergency Service of SCADA and Telemetry Equipment - Water	Supplier Product Code: Response time (in minutes as per specs): 60 Minutes	First Offer - \$80.00	150 / hour	\$12,000.00		Y
18-02-A--04-02	Section D - Water Facilities: EMERGENCY Service of SCADA and Telemetry Equipment - Water	Supplier Product Code: Response time (in minutes as per specs): 60 Minutes	First Offer - \$125.00	20 / hour	\$2,500.00		Y

Lot Total \$14,500.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
18-02-A--05-01	Section E - Castle Hills Master Meters: Annual calibration and service of Castle Hills Master Meters and instrumentation	Supplier Product Code:	First Offer - \$80.00	80 / each	\$6,400.00	Y Y
18-02-A--05-02	Section E - Castle Hills Master Meters: Non-Emergency Service for Castle Hills Master Meter repair	Supplier Product Code: Response time (in minutes as per specs): 60 Minutes	First Offer - \$80.00	40 / hour	\$3,200.00	Y
18-02-A--05-03	Section E - Castle Hills Master Meters: EMERGENCY Service - Castle Hills Master Meters	Supplier Product Code: Response time (in minutes as per specs): 60 Minutes	First Offer - \$125.00	2 / hour	\$250.00	Y
Lot Total					\$9,850.00	

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
18-02-A--06-01	Section F - Materials Cost: Materials Cost	Supplier Product Code:	First Offer - 20.00%	1 / each	20.00%	Y
Lot Total					\$0.00	
					Supplier Total	\$88,150.00

Prime Controls

Item: **Section A - Wastewater Facilities;Semi-Annual Service - Wastewater Treatment, Collection and System Metering**

Attachments

Site Evaluation.pdf

**CITY OF LEWISVILLE
PURCHASING DIVISION
BID 18-02-A
Instrumentation Maintenance and (SCADA) Telemetry Services**

MANDATORY SITE INSPECTION AFFIDAVIT

I, Colby Cobb, attest that I have visited the sites affected by this bid invitation with City personnel and understand the nature of this bid.

This affidavit must be completed and returned with each offer. FOR ELECTRONIC BIDS: Completed forms may be scanned and attached to BidSync submittal OR submitted to Purchasing before the bid due date and time. For assistance uploading to BidSync, please contact BidSync directly at 800-990-9339.

COMPANY: Prime Controls

ADDRESS: 1725 Lakepointe Drive

CITY/STATE/ZIP: Lewisville, TX, 75057

SIGNATURE OF AUTHORIZED BID REPRESENTATIVE: 

PRINTED NAME OF AUTHORIZED BID REPRESENTATIVE: Colby Cobb

TELEPHONE NUMBER: 214 475 4713

SIGNATURE OF CITY PERSONNEL for completion of each site inspection:

<u></u>	<u>10-26-17</u>	<u></u>	<u>10-25-17</u>
Wastewater	Date	Water Production	Date

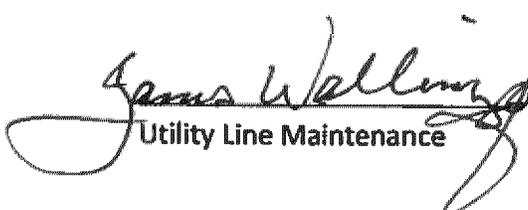
<u></u>	<u>10-25-17</u>	<u></u>	<u>10/25/17</u>
Utility Line Maintenance	Date	Meter Services	Date

EXHIBIT C

MANDATORY SITE INSPECTION NOTICE

Bid 18-02-A

Instrumentation Maintenance and (SCADA) Telemetry Services

A Mandatory Site Inspection must be completed by October 25, 2017 at 5:00 PM. It is the responsibility of the bidder to contact each staff member listed below to arrange an inspection. Upon completion, staff will sign the following affidavit, and each bidder is responsible for returning the completed form with their bid. It is the Contractor's responsibility to ask questions, and satisfy themselves with the requirements of the bid.

**WASTEWATER SUPERVISOR
DOUG LIPSCOMB
972/219-3545**

**WATER PRODUCTION SUPERINTENDENT
GLENN BARKER, JR
972/219-3540**

**UTILITY LINE MAINTENANCE
JAMES WALLINGSFORD
972/219-3517**

**METER SERVICES
SUSAN MARTIN
972/219-3768**

**THE FOLLOWING AFFIDAVIT MUST BE COMPLETED AND
SUBMITTED WITH EACH BID.**

Prime Controls

Item: **Section C - Water Facilities:Section C - Water Facilities: Semi-annual service - Water Production, Distribution and System Metering**

Attachments

Site Evaluation.pdf

**CITY OF LEWISVILLE
PURCHASING DIVISION
BID 18-02-A**

Instrumentation Maintenance and (SCADA) Telemetry Services

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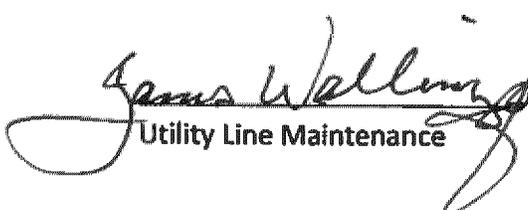
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SUSAN MARTIN
972/219-3768**

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Prime Controls

Item: **Section E - Castle Hills Master Meters:Section E - Castle Hills Master Meters:Section E - Castle Hills Master Meters:Annual calibration and service of Castle Hills Master Meters and instrumentation**

Attachments

Site Evaluation.pdf

**CITY OF LEWISVILLE
PURCHASING DIVISION
BID 18-02-A**

Instrumentation Maintenance and (SCADA) Telemetry Services

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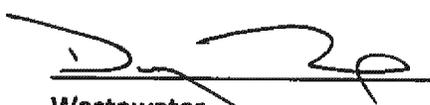
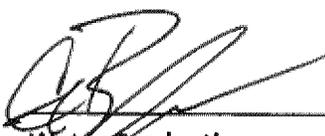
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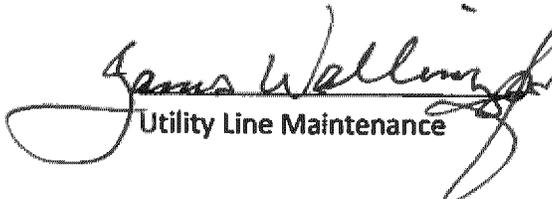
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**METER SERVICES
SUSAN MARTIN
972/219-3768**

**THE FOLLOWING AFFIDAVIT MUST BE COMPLETED AND
SUBMITTED WITH EACH BID.**

Supplier: Prime Controls**EXHIBIT A
VENDOR REFERENCES**

Please list at least three (3) references of **current** customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this bid. *THIS FORM MUST BE RETURNED WITH YOUR BID.* Attach additional sheets as needed.

REFERENCE ONE**Government/Company Name: Trinity River Authority of Texas****Location: Eules****Contact Person and Title: Sid McCain, Project Manager****Contact Phone Number: 817-267-4226****Contract Period: Since 2004 as Prime Controls****REFERENCE TWO****Government/Company Name: City of Grand Prairie****Location: Grand Prairie****Contact Person and Title: Douglas Taylor, Water Production Supervisor****Contact Phone Number: 972-322-9752****Contract Period: Since 2007****REFERENCE THREE****Government/Company Name: Upper Trinity Regional Water District****Location: Lewisville****Contact Person and Title: Mark Weaver, Sr. Electronics Tech****Contact Phone Number: 972-219-1228****Contract Period: Since 2012**

Supplier: Prime Controls

CITY OF LEWISVILLE PURCHASING DIVISION

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

BIDS must not be faxed but are to be submitted to the City in **one** of the following manners:

A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bidsync.com. The City is a member of this internet service and the submittal of bids to the City is at no cost to the bidder. The internet site is www.bidsync.com.

or

B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one copy of their bid in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the Bidder's name, address, the bid invitation number and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville
Purchasing Division
P.O. Box 299002
Lewisville, Texas 75029-9002

Sealed bids may be delivered in person or by courier to the Purchasing Division on the First Floor of City Hall, 151 Church Street, Lewisville, Texas 75057.

Sealed bids must be returned in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

BID: The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

MAKE-MODEL Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive, and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

SPLIT-AWARD: Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

BID FORMS: Bids submitted on other than City forms, whether electronic or paper, or with different terms

or provisions may not be considered as responsive bids.

Bids must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

F.O.B./DAMAGE: Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002.

TAXES: The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

PRICING: Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

PAYMENT TERMS: Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

DELIVERY PROMISE - PENALTIES: Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

CORRESPONDENCE: The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

PATENT RIGHTS: The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

EVALUATION: Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

BID AWARD: Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

Purchase Price

The reputation of the bidder and of the bidder's goods and service

The quality of the bidder's goods or services

The extent to which the goods or services meet the municipality's needs.

The bidder's past relationship with the municipality.

The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).
Any other relevant factors that a private business would consider in selecting a bidder.

FUNDING: The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

RESERVATIONS: The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

AUDIT: The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process. This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

ALTERING BIDS: Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award; and
- The City of Lewisville may request representation and other information sufficient to determine bidder's ability

to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

TERMINATION FOR DEFAULT: The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of the City without expense to the City.

REMEDIES: The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

DEVIATIONS from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

NO EMPLOYEE of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

NO EMPLOYEE of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

ELIGIBLE BIDDER: Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

REJECTED ITEM(S): Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

INDEMNITY: The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

VENDOR AGREEMENT: Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.

Supplier: **Prime Controls**

**CITY OF LEWISVILLE
PURCHASING DIVISION
ANNUAL CONTRACT STANDARD PROVISIONS**

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to two (2) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
3. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
4. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

Supplier: Prime Controls

**CITY OF LEWISVILLE PURCHASING DIVISION
ADDITIONAL TERMS**

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

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 Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

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

Prime Controls

Contractor Name

Colby Cobb

Authorized Signature

10-1-2015

Date



Supplier: Prime Controls

**CITY OF LEWISVILLE
COOPERATIVE PURCHASING AGREEMENT**

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

YES NO

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	15-53-A
COMMODITY:	Instrumentation and Telemetry (SCADA) Maintenance Services

FIRM NAME: **Prime Controls, LP.**

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

Colby Cobb

DATE: **10-1-2015**

SIGNER'S NAME AND TITLE:

Colby Cobb, Service Manager

Supplier: Prime Controls**STATE RECIPROCAL REQUIREMENT**

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? **Lewisville, Texas**
2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? **Texas**
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO
 - C. If "YES", what is that dollar increment or percentage? **0**

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	Prime Controls, LP.
Address:	1725 Lakepointe Drive
City, State, Zip:	Lewisville, Texas 75057
Phone	972-221-4849
Email Address:	cj.cobb@prime-controls.com
Bidder (Print name)	Colby Cobb
Bidder Signature	Colby Cobb
Position with Company	Service Manager
Signature of company official authorizing this bid:	Colby Cobb
Company Official (Print name):	Colby Cobb
Position with company:	Service Manager

EXHIBIT B

Solicitation 18-02-A

Instrumentation and (SCADA) Telemetry Maintenance Services

Bid Designation: Regional

City of Lewisville, Texas

Bid 18-02-A Instrumentation and (SCADA) Telemetry Maintenance Services

Bid Number 18-02-A
 Bid Title Instrumentation and (SCADA) Telemetry Maintenance Services

Bid Start Date In Held
 Bid End Date Oct 31, 2017 2:00:00 PM CDT
 Question & Answer End Date Oct 26, 2017 5:30:00 PM CDT

Bid Contact Tracey Ogurek
 Buyer
 Finance

Contract Duration **365 days**
 Contract Renewal 2 annual renewals
 Prices Good for **Not Applicable**

Standard Disclaimer **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. The successful bidder will be required to certify compliance, if applicable.**

Bid Comments **The City of Lewisville is accepting sealed bids for an Annual Contract for Instrumentation and Telemetry (SCADA) Maintenance Services. The term of this contract will be twelve (12) months with an option to extend up to two (2) additional twelve (12) month periods, subject to the approval of the supplier and the City. Award will be based on "best value as defined in Local Government Code, Chapter 252 Section 042".**
THERE IS NO PRE-BID CONFERENCE, HOWEVER, BIDDERS SHALL BE REQUIRED TO COMPLETE A SITE VISIT TO EACH LOCATION PRIOR TO BIDDING ON THIS SOLICITATION. IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT CITY STAFF FOR SITE VISITS. BIDS RECEIVED THAT DO NOT INCLUDE A COMPLETED SITE INSPECTION AFFIDAVIT WILL BE CONSIDERED NON RESPONSIVE. INFORMATION AND CONTACTS REGARDING THE SITE VISITS ARE INCLUDED IN EXHIBIT C.

Pursuant to Texas Government Code Chapter 2270, by signature below and by submittal of this bid/proposal, the Vendor verifies that Vendor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not do so during the term of the contract or agreement.

Pursuant to Texas Government Code Chapter 2252, Subchapter F, by signature below and by submittal of this bid/proposal, the Vendor certifies that Vendor is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

Item Response Form

Item **18-02-A--01-01 - Section A - Wastewater Facilities: Semi-Annual Service - Wastewater Treatment, Collection and System Metering**

Lot Description General Instrumentation Services

Quantity **80 hour**

Unit Price _____

Delivery Location **City of Lewisville, Texas**
 Multiple Locations - see item description
 City of Lewisville

Lewisville TX 75057

Qty 80

Description

Details listed in Specifications. Consists of 10, 8-hr service days. Pricing submitted shall be per hour.

Item **18-02-A--01-02 - Section A - Wastewater Facilities: Non Emergency Service Call - Wastewater Treatment,Collection and System Metering**

Lot Description **General Instrumentation Services**

Quantity **150 hour**

Unit Price

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville
 Lewisville TX 75057
Qty 150

Description

Monday-Friday, 8:00am-5:00pm. Details listed in Specifications.

Item **18-02-A--01-03 - Section A - Wastewater Facilities: EMERGENCY Calls - Wastewater Treatment, Collection and System Metering**

Lot Description **General Instrumentation Services**

Quantity **50 hour**

Unit Price

Response time (in minutes as per specs)

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville
 Lewisville TX 75057
Qty 50

Description

After hours and holidays. Details listed in Specifications.

Item **18-02-A--02-01 - Section B - Wastewater Facilities: Non-Emergency Service of SCADA and Telemetry Equipment - Wastewater**

Lot Description **SCADA and Telemetry Service and Maintenance for Wastewater Treatment, Collection and System Metering.**

Quantity **150 hour**

Unit Price

Response time (in minutes as per specs)

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville
 Lewisville TX 75057

Qty 150

Description

Monday - Friday, 8:00am-5:00pm. Details listed in Specifications.

Item **18-02-A--02-02 - Section B - Wastewater Facilities: EMERGENCY Service of SCADA and Telemetry Equipment - Wastewater**

Lot Description **SCADA and Telemetry Service and Maintenance for Wastewater Treatment, Collection and System Metering.**

Quantity **20 hour**

Unit Price

Response time (in minutes as per specs)

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville
 Lewisville TX 75057
Qty 20

Description

Emergency service is intended for after hours and holidays. Pricing shall be listed on a per hour basis.

Item **18-02-A--03-01 - Section C - Water Facilities: Semi-annual service - Water Production, Distribution and System Metering**

Lot Description **General Instrumentation Services**

Quantity **80 each**

Unit Price

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville
 Lewisville TX 75057
Qty 80

Description

Details listed in specifications. Pricing submitted shall be per hour.

Item **18-02-A--03-02 - Section C - Water Facilities: Non Emergency service call - Water Production, Distribution and System Metering**

Lot Description **General Instrumentation Services**

Quantity **150 hour**

Unit Price

Response time (in minutes as per specs)

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville

Lewisville TX 75057

Qty 150

Description

Monday-Friday, 8:00am-5:00pm. As listed in specifications. Pricing submitted shall be per hour.

Item **18-02-A--03-03 - Section C - Water Facilities: EMERGENCY Service - Water Production, Distribution and System Metering**

Lot Description **General Instrumentation Services**

Quantity **50 hour**

Unit Price

Response time (in minutes as per specs)

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville
 Lewisville TX 75057
Qty 50

Description

Details listed in specifications. After hours and on holidays.

Item **18-02-A--04-01 - Section D - Water Facilities: Non Emergency Service of SCADA and Telemetry Equipment - Water**

Lot Description **SCADA and Telemetry Services for Water Production, Distribution and Systems Metering**

Quantity **150 hour**

Unit Price

Response time (in minutes as per specs)

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville
 Lewisville TX 75057
Qty 150

Description

Monday-Friday, 8:00am-5:00pm. As described in Specifications. Pricing is to be submitted per hour.

Item **18-02-A--04-02 - Section D - Water Facilities: EMERGENCY Service of SCADA and Telemetry Equipment - Water**

Lot Description **SCADA and Telemetry Services for Water Production, Distribution and Systems Metering**

Quantity **20 hour**

Unit Price

Response time (in minutes as per specs)

Delivery Location **City of Lewisville, Texas**

Multiple Locations - see item description

City of Lewisville
 Lewisville TX 75057
Qty 20

Description

Emergency service is intended for after hours and holidays. Pricing shall be listed on a per hour basis.

Item **18-02-A--05-01 - Section E - Castle Hills Master Meters: Annual calibration and service of Castle Hills Master Meters and instrumentation**

Lot Description Annual Service of Castle Hills Master Meters

Quantity **80 each**

Unit Price

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville
 Lewisville TX 75057
Qty 80

Description

Provide pricing for the annual calibration and service of Castle Hills Master Meters and instrumentation.

Item **18-02-A--05-02 - Section E - Castle Hills Master Meters: Non-Emergency Service for Castle Hills Master Meter repair**

Lot Description Annual Service of Castle Hills Master Meters

Quantity **40 hour**

Unit Price

Response time (in minutes as per specs)

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville
 Lewisville TX 75057
Qty 40

Description

Provide the hourly rate for non-emergency services. Monday-Friday 8-5

Item **18-02-A--05-03 - Section E - Castle Hills Master Meters: EMERGENCY Service - Castle Hills Master Meters**

Lot Description Annual Service of Castle Hills Master Meters

Quantity **2 hour**

Unit Price

Response time (in minutes as per specs)

Delivery Location **City of Lewisville, Texas**
Multiple Locations - see item description
 City of Lewisville

**CITY OF LEWISVILLE
PURCHASING DIVISION
INSTRUMENTATION AND (SCADA) TELEMETRY MAINTENANCE
RFB #18-02-A**

SPECIFICATIONS

General Instructions

The City of Lewisville is accepting sealed bids for Instrumentation/SCADA Telemetry Maintenance and Services. The term of the contract will be twelve (12) months, with option to extend up to two (2) additional twelve (12) month periods, subject to the approval of the supplier and the City.

Bidders are to state firm price per man-hour on straight time and overtime. Designate hours and days for straight time and overtime. **Time begins when the Contractor reaches the job site and begins work. No separate payment shall be made for mileage or travel time, this cost is to be included in the cost of service in the price per man-hour.**

The purpose of this contract is to establish agreed prices between the Contractor, and the City of Lewisville. Bidders must quote firm prices that will prevail throughout the entire term of the agreement. The successful bidder will be considered by the City of Lewisville as duly obligated to perform work to the completion of this agreement, and will function as an independent contractor.

At the completion of each job performance, a record of time and materials used (with copy on invoices), showing starting and ending times, is to be signed by a City representative on all work performed. Job performance must reflect professional workmanship and reasonable quantity of time as reflected historically for like services.

Work assignments must be authorized by the Division Supervisor or his/her designee. Contractor services must be available nights, weekends, and holidays. All work shall be considered routine work and performed on straight time, unless, overtime is authorized by the Supervisor, or his/her designee. All work deemed an emergency must be responded to by the contractor within one (1) hour.

Repair parts are not included in this contract. Any parts requested by the Supervisor or his designee shall be ordered and received by the contractor and billed monthly. Submit the percent mark-up for repair parts. **ANY invoices submitted to the City for repair parts MUST be accompanied by receipts displaying the ACTUAL COST for verification of the percent mark-up.** The City reserves the right to purchase any major repair parts outside this contract at the city's discretion.

The awarded contractor shall be fully responsible for the safety of his workers and shall provide the minimum described safety equipment as required by Occupational Safety and Health Administration (OSHA). It is the responsibility of the Contractor to become

familiar with the provisions of regulations published by OSHA in the Federal Register; to perform all of the responsibilities thereunder, and to indemnify and save harmless the Owner from any penalties resulting from the contractor's failure to so perform.

Upon award, a Certificate of Insurance compliant with Exhibit B Requirements, must be submitted to the Purchasing Office and approved before services may commence. The Certificate of Insurance must remain effective throughout the term of the contract.

This agreement may be terminated by the City at its option upon thirty (30) days notice in writing, if the service to be furnished does not comply with the above detailed specifications, or if the servicing of this agreement does not conform to the requirements detailed herein.

**Wastewater Treatment Facilities
897 Treatment Plant Rd.
Lewisville, TX 7507**

SECTION A

1. The semi-annual service consists of ten (10) - eight-hour service days, as required to provide general instrumentation services and preventative maintenance of all electrical instrumentation and components, including all flow meters, pressure transmitters, metering pumps, control instrumentation (includes VFD instrumentation and ORP equipment), valve controls, pump controls, level indicators, and other equipment including these functions. Maintenance shall include cleaning, adjusting, aligning, diagnostic and performance testing and like services to ensure proper operations:
 - A. Calibration and certification of all meters pertaining to Wastewater Treatment Plant (897 Treatment Plant Rd), Collection System (locations throughout the City), and (industrial discharge meters maintained by the City of Lewisville), or others, as requested by the Supervisor for the Division. Certification letters of calibration and accuracy for each meter, as well as all calibration worksheets must be provided within 10 working days of completing calibrations.
All meters shall be calibrated less than or equal to $\pm 5\%$.
 - B. Service and calibration of all flow and chart recorders.
 - C. Service and maintenance of all lift station, metering station controls as required.
 - D. Service and maintenance of all chlorinating/dechlorinating, and other chemical feed systems to include associated monitoring equipment.

- E. Installation and/or startup of replacement electrical equipment instrumentation and components.
 - F. Service and maintenance of all equipment, as requested by the Supervisor or his/her designee.
2. Non-Emergency general instrumentation services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an as needed basis, and performed at the Division Supervisor's direction: Cost per hour, Monday through Friday, 8:00 a.m. – 5:00 p.m.
 3. Emergency general instrumentation services shall be to provide, to maintain and correct problems, and repair instrumentation as requested on an Emergency basis. These services shall be scheduled on an as needed basis, and performed at the Division Supervisor's direction: Cost per hour, non-scheduled after hours, weekends, holidays.
 4. Response time shall be listed in minutes to 897 Treatment Plant Rd. Lewisville, TX 75057.
 5. Repair parts are not included in this contract. Any parts requested by the Supervisor or his designee shall be ordered and received by the contractor and billed monthly. Submit the percent mark-up for repair parts. ANY invoices submitted to the City for repair parts MUST be accompanied by receipts displaying the ACTUAL COST for verification of the percent mark-up.

SECTION B

SCADA SERVICES AND MAINTENANCE. These services include the maintenance and upgrade of control system architecture that includes computers, network data communications and graphical user interfaces for high-level process and supervisory management using peripheral devices with programmable logic controllers and discrete PID. These services include the programming of logic controllers and integration of 4-20 milliamp signalization; RTU communication programming; and other communication equipment with the City of Lewisville's SCADA GE I-FIX system. Services will be provided on an as need basis, as directed by an authorized by the Division Supervisor or his/her designee.

Bidders MUST visit sites to determine nature of request and bid. See Exhibit C for site visit information.

Water Treatment Facility
1400 North Cowan
Lewisville, Texas 75057

SECTION C

1. The semi-annual services consists of ten (10) - eight hour service days, as required to provide general instrumentation services and preventative maintenance of all electrical instrumentation and components, including all flow meters, pressure transmitters, metering pumps, valve controls, control instrumentation (includes VFD instrumentation and ORP equipment), pump controls, level indicators, and other equipment including chemical feed, flow pacing controls including these functions. Maintenance shall include cleaning, adjusting, aligning, diagnostic and performance testing and like services to ensure proper operation:
 - A. Calibration and certification of all meters pertaining to Water Treatment, Distribution System and Metering Facilities, or others, as requested by the Supervisor for the Division. Certification letters of calibration and accuracy for each meter, as well as all calibration worksheets must be provided within 10 working days of completing calibrations.
All meters shall be calibrated less than or equal to $\pm 5\%$.
 - B. Service and calibration of all chart recorders.
 - C. Service and maintenance of all booster stations, pump stations, raw water intake structures, elevated, and ground storage tanks, as required.
 - D. Service and maintenance of all ammoniating, chlorinating, and other chemical feed systems, to include associated monitoring equipment, such as turbidimeters, chlorine analyzers, leak detectors, etc.
 - E. Installation and/or startup of replacement electrical equipment instrumentation and components.
 - F. Service and maintenance of all equipment, as requested by the Superintendent or his/her designee.
2. Non-Emergency - general instrumentation services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an as needed basis, and performed at the Division Supervisor's direction: Cost per hour, Monday through Friday, 8:00 a.m. – 5:00 p.m.
3. Emergency - general instrumentation services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be

- scheduled on an Emergency basis. These services shall be scheduled on an as needed basis, and performed at the Division Supervisor's direction: Cost per hour, non-scheduled after hours, weekends, holidays.
4. Response time shall be listed in minutes to 1400 N. Cowan, Lewisville, TX 75057.
 5. Repair parts are not included in this contract. Any parts requested by the Supervisor or his designee shall be ordered and received by the contractor and billed monthly. Submit the percent mark-up for repair parts. ANY invoices submitted to the City for repair parts MUST be accompanied by receipts displaying the ACTUAL COST for verification of the percent mark-up.

SECTION D

SCADA SERVICES AND MAINTENANCE. These services include the maintenance and upgrade of control system architecture that includes computers, network data communications and graphical user interfaces for high-level process and supervisory management using peripheral devices with programmable logic controllers and discrete PID. These services include the programming of logic controllers and integration of 4-20 milliamp signalization; RTU communication programming; and other communication equipment with the City of Lewisville's SCADA GE I-FIX system. Services will be provided on an as need basis, as directed by an authorized by the Division Supervisor or his/her designee.

Bidders MUST visit sites to determine nature of request and bid. See Exhibit C for site visit information.

Castle Hills Master Meters

SECTION E

1. Annual service consists of general instrumentation services and preventative maintenance of all electrical instrumentation and components, including all flow meters, pressure transmitters, control and communications equipment, and other equipments, sensors and alarms including these functions:
 - A. Calibration and certification of all meters that will include a flow test. Provide a certification letter of calibration and accuracy for each meter, as well as all calibration worksheets. All meters shall be calibrated less than or equal to $\pm 5\%$.
 - B. Service and Calibration of all chart recorders.

- C. Service of control and communication equipment to ensure accurate reporting to the control/monitoring station. (Kealy Bldg. C.)
 - D. Service and testing of ancillary equipment's and alarms.
 - E. The City may request additional annual services as needed at the same price.
2. Non-Emergency - general instrumentation services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an as needed basis, and performed at the Division Supervisor's direction: Cost per hour, Monday through Friday, 8:00 a.m. – 5:00 p.m. After hours service calls to correct problems and repair instrumentation.
 3. Emergency – general instrumentation services shall be to provide, to maintain and correct problems, and repair instrumentation as requested. These services shall be scheduled on an Emergency, as needed basis, and performed at the Division Supervisor's direction: cost per hour, non-scheduled after hours, weekends, holidays.

Bidders MUST visit sites to determine nature of request and bid. See Exhibit C for site visit information.

EXHIBIT B

INSURANCE REQUIREMENTS **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
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.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

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

NOTE: The aggregate loss limit applies to each project.

08/01/2017

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

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. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

08/01/2017

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.

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

08/01/2017

EXHIBIT C

MANDATORY SITE INSPECTION NOTICE

Bid 18-02-A

Instrumentation Maintenance and (SCADA) Telemetry Services

A Mandatory Site Inspection must be completed by October 25, 2017 at 5:00 PM. It is the responsibility of the bidder to contact each staff member listed below to arrange an inspection. Upon completion, staff will sign the following affidavit, and each bidder is responsible for returning the completed form with their bid. It is the Contractor's responsibility to ask questions, and satisfy themselves with the requirements of the bid.

**WASTEWATER SUPERVISOR
DOUG LIPSCOMB
972/219-3545**

**WATER PRODUCTION SUPERINTENDENT
GLENN BARKER, JR
972/219-3540**

**UTILITY LINE MAINTENANCE
JAMES WALLINGSFORD
972/219-3517**

**METER SERVICES
SUSAN MARTIN
972/219-3768**

**THE FOLLOWING AFFIDAVIT MUST BE COMPLETED AND
SUBMITTED WITH EACH BID.**

**CITY OF LEWISVILLE
PURCHASING DIVISION
BID 18-02-A
Instrumentation Maintenance and (SCADA) Telemetry Services**

MANDATORY SITE INSPECTION AFFIDAVIT

I, _____, attest that I have visited the sites affected by this bid invitation with City personnel and understand the nature of this bid.

This affidavit must be completed and returned with each offer. FOR ELECTRONIC BIDS: Completed forms may be scanned and attached to BidSync submittal OR submitted to Purchasing before the bid due date and time. For assistance uploading to BidSync, please contact BidSync directly at 800-990-9339.

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

SIGNATURE OF AUTHORIZED
BID REPRESENTATIVE: _____

PRINTED NAME OF AUTHORIZED
BID REPRESENTATIVE: _____

TELEPHONE NUMBER: _____

SIGNATURE OF CITY PERSONNEL for completion of each site inspection:

Wastewater	Date	Water Production	Date

Utility Line Maintenance	Date	Meter Services	Date

**EXHIBIT A
VENDOR REFERENCES**

Please list at least three (3) references of **current** customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this bid. *THIS FORM MUST BE RETURNED WITH YOUR BID.* Attach additional sheets as needed.

REFERENCE ONE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Contact Phone Number: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Contact Phone Number: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Contact Phone Number: _____

Contract Period: _____

CITY OF LEWISVILLE PURCHASING DIVISION

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

BIDS must not be faxed but are to be submitted to the City in **one** of the following manners:

A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bidsync.com. The City is a member of this internet service and the submittal of bids to the City is at no cost to the bidder. The internet site is www.bidsync.com.

or

B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one copy of their bid in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the Bidder's name, address, the bid invitation number and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville
Purchasing Division
P.O. Box 299002
Lewisville, Texas 75029-9002

Sealed bids may be delivered in person or by courier to the Purchasing Division on the First Floor of City Hall, 151 Church Street, Lewisville, Texas 75057.

Sealed bids must be returned in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

BID: The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

MAKE-MODEL Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive, and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

SPLIT-AWARD: Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

BID FORMS: Bids submitted on other than City forms, whether electronic or paper, or with different terms or provisions may not be considered as responsive bids.

Bids must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

F.O.B./DAMAGE: Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002.

TAXES: The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

PRICING: Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

PAYMENT TERMS: Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

DELIVERY PROMISE - PENALTIES: Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

CORRESPONDENCE: The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

PATENT RIGHTS: The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

EVALUATION: Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

BID AWARD: Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

Purchase Price

The reputation of the bidder and of the bidder's goods and service

The quality of the bidder's goods or services

The extent to which the goods or services meet the municipality's needs.

The bidder's past relationship with the municipality.

The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).

Any other relevant factors that a private business would consider in selecting a bidder.

FUNDING: The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

RESERVATIONS: The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

AUDIT: The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process. This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

ALTERING BIDS: Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award; and
- The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

TERMINATION FOR DEFAULT: The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of the City without expense to the City.

REMEDIES: The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

DEVIATIONS from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

NO EMPLOYEE of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

NO EMPLOYEE of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

ELIGIBLE BIDDER: Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

REJECTED ITEM(S): Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

INDEMNITY: The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

VENDOR AGREEMENT: Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville **must** be submitted with your bid.

**CITY OF LEWISVILLE
PURCHASING DIVISION
ANNUAL CONTRACT STANDARD PROVISIONS**

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to two (2) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
3. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
4. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

CITY OF LEWISVILLE PURCHASING DIVISION ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

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 Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

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

Contractor Name

Authorized Signature

Date

◀ | _____ | ▶

CITY OF LEWISVILLE COOPERATIVE PURCHASING AGREEMENT

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

YES NO

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	
COMMODITY:	

FIRM NAME: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

DATE: _____

SIGNER'S NAME AND TITLE:

STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

- 1. Where is your principal place of business? _____
- 2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? _____
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO
 - C. If "YES", what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: _____

Address: _____

City, State, Zip: _____

Phone _____

Email Address: _____

Bidder (Print name) _____

Bidder Signature _____

Position with Company _____

Signature of company official authorizing this bid: _____

Company Official (Print name): _____

Position with company: _____

**CITY OF LEWISVILLE
DISCLOSURE OF INTEREST**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) 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.

Seller 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.

Question and Answers for Bid #18-02-A - Instrumentation and (SCADA) Telemetry Maintenance Services

Overall Bid Questions

There are no questions associated with this bid.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development

DATE: November 9, 2017

SUBJECT: **Approval of an Amendment to the Economic Development Agreement, Approved on May 16, 2016, Between Hard Sun 100, LLC and the City of Lewisville; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

On May 16, 2016, the City and Hard Sun 100, LLC entered into an Economic Development agreement for the development of a restaurant at 119 East Main Street (Lewisville Feed Mill). The project involves the renovation of the current building to include façade improvements, parking and installation of both sewer taps and a grease trap. The agreement calls for the company to invest over \$1,114,800 in renovations and improvements.

ANALYSIS

The original agreement called for the project to complete by December of 2017 to be eligible for the economic development grant. The City will reimburse Hard Sun 100, LLC for certain actual expenses not to exceed \$254,000. The amendment to the Agreement provides for an extension for the completion of the project to March 30, 2018.

RECOMMENDATION

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

**SECOND AMENDMENT
TO
ECONOMIC DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT (this “Second Amendment”) is entered into by and between **CITY OF LEWISVILLE**, a home rule city and municipal corporation principally situated in Denton County, Texas (the “City”) and **HARD SUN, LLC** (the “Owner”) (collectively the “Parties”).

WITNESSETH

WHEREAS, the Parties entered into an Economic Development Agreement (the “Agreement”) dated May 19, 2016 affecting certain premises at 119 East Main Street, Lewisville, Texas (the “Premises”); and

WHEREAS, the Agreement provided, among other things, for the construction of certain Property Improvements on the Premises; and

WHEREAS, said Property Improvements are under construction in accordance with City-approved plans; and

WHEREAS, the Owner has requested that the City grant an extension to the Term of the Agreement in order for the Owner to complete the Property Improvements as outlined in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as provided herein and extend the Term of the Agreement in order for the Owner to complete the Property Improvements and receive a certificate of occupancy; and

WHEREAS, Section 8.5 of the Agreement permits the amendment thereof by mutual written consent of the Parties; and

WHEREAS, the Parties amended the Agreement on June 5, 2017 (“First Amendment”) and desire to again amend the Agreement as provided herein.

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the City and the Owner as follows:

SECTION 1. Definitions. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement.

(a) Article I is amended to read as follows:

1.1 This Agreement shall be effective on the date that this Agreement is executed by the Parties (“Effective Date”) and shall continue for five (5) years from the date of issuance of a certificate of occupancy for the Property Improvements, unless sooner terminated as provided herein. This Agreement shall terminate automatically on March 30, 2018, if a certificate of occupancy for the Property Improvements has not been issued.

(b) Article III, section 3.1.2 is amended to read as follows:

3.1.2 Construction, renovation and installation of the Property Improvements must be substantially complete by March 30, 2018.

SECTION 3. Amendments and Waivers. This Second Amendment may be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.

SECTION 4. Severability. In case any one or more of the provisions contained in this Second Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Agreement, and this Second Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 5. Successors and Assigns. This Second Amendment shall be binding upon the Parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.

SECTION 6. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

SECTION 7. Effect on Agreement; Integration. Except as specifically amended by this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect, and as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

SECTION 8. Effective Date. The effective date of this Second Amendment shall be the date of execution of the last Party to execute this Second Amendment.

SECTION 9. Authorization. This Second Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute the Second Amendment on behalf of the City.

DATED this the ____ day of _____, 2017.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

ATTEST:

Julie Worster, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

HARD SUN 100, LLC

By:

NAME

TITLE

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Matt Grebliunas, Human Resources Director

DATE: November 29, 2017

SUBJECT: **Approval of a Resolution for the Authorization of a 401(a) and Authorization for the City Manager to Execute all Necessary Documents.**

BACKGROUND

The City of Lewisville opted not to participate in Social Security in 1982. In lieu of Social Security, the City Council authorized an Alternate Plan of benefits to provide full-time employees with Long Term Disability Insurance, Life Insurance and Accidental Death and Dismemberment Insurance. The Alternate Plan also included a deferred compensation benefit with a City match.

The City of Lewisville's 457(b) Deferred Compensation Plan is designed to provide employees with an additional source of income after retirement. Participation in the plan is voluntary and full-time employees are eligible to join anytime. Participation in the retirement plan allows an employee to invest pre-tax contributions into various investment options to allow for a supplemental income at retirement. Full-time employees contributing a minimum of 4% of their annual gross salary receive a matching contribution from the City of 3.76% of their annual gross salary or 5.21% (for participants hired before April 1, 1986).

Employee contributions to the Plan are deducted on a tax-deferred basis from each paycheck. The 2017 combined employee and City contribution amount cannot exceed \$18,000 annually if under the age of 50, or \$24,000 if 50 or over. Contributions are deducted each pay period on a pre-tax basis and do not become taxable income until a withdrawal or a lump sum distribution is made after separation or retirement.

The City's Deferred Compensation plan does not have a vesting schedule; employees are vested immediately. However, many retirement plans include a vesting provision based on the number of years of service.

A 401(a) Defined Contribution Plan is another way to save and invest money for retirement with tax benefits. A 401(a) Plan allows contributions by the employer to an account in the employee's name and the value of the account is still based on the contributions made and the investment performance over time. As with the 457(b), no taxes are due, including on earnings, until a withdrawal is made.

ANALYSIS

Staff is recommending that the City establish a 401(a) Plan for employer contributions. The City match would be placed into the 401(a) Plan and the employee contributions would continue to go in the 457(b) Plan. The 401(a) Plan would include a vesting schedule where an employee would be 100% vested after working for the City for five years for employees hired after January 1, 2018. If employees terminates employment in less than five years, they would not receive the employer's contributions in the 401(a) Plan.

There are two main benefits in implementing this change to a 401(a) Plan for the employer match contributions. First, it allows an employee to save more money for retirement on an annual basis. Currently, with only a 457(b) Plan in place, both the employee and employer contributions count toward the \$18,000/\$24,000 annual max. By putting the employer match into a 401(a) plan, this allows the employee to fund a larger amount of their own salary into the 457(b) while still receiving the employer match but just in a different retirement vehicle.

The second benefit is the impact to the City's budget. By adding a vesting schedule, employees would not receive the City match if they terminate employment with the City in less than five years. Currently, there is no vesting schedule on the employer contribution towards the 457(b); therefore, an employee is immediately 100% vested when they begin contributing to the Plan. This change would reduce the impact to the annual budget. All the funds that were forfeited by employees who terminated prior to five years of employment would be used to fund future City contributions, thereby, lowering the overall cost of the City's match to the Plan.

RECOMMENDATION

Staff proposes that City Council approve the resolution as set forth in the caption above and authorize the City Manager to execute all necessary documents.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING THE ESTABLISHMENT OF A 401(a) DEFINED CONTRIBUTION PLAN FOR EMPLOYER CONTRIBUTIONS

WHEREAS, the City of Lewisville currently provides employees with a match to their contribution to a 457(b) Deferred Compensation Plan in lieu of Social Security as an additional source of income after retirement; and

WHEREAS, implementing a 401(a) Plan will allow City employees to contribute more money for retirement on an annual basis; and,

WHEREAS, implementing a vesting schedule will allow any forfeited funds to be used for future City contributions; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT the City Council authorizes the establishment of a 401(a) Defined Contribution Plan to include a five-year vesting provision effective January 1, 2018; and authorizes the City Manager to execute all necessary documents related to the establishment and management of the 401(a) Plan.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 4 DAY OF DECEMBER 2017.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Stacie Anaya, Parks & Recreation Director

DATE: November 13, 2017

SUBJECT: **Consideration of Approval Request to Name the Disc Golf Course at Lake Park “Tom ‘Old Man’ McCutcheon Disc Golf Course.**

BACKGROUND

Mr. Mike Storms and Mr. Bob Monaghan have submitted a request to the Parks & Recreation Department to recognize the efforts of a former resident and parks advocate by naming the disc golf course at Lake Park the Tom “Old Man” McCutcheon Disc Golf Course.

ANALYSIS

Authority:

Department Regulation PL2 - Lewisville Park Naming Guidelines states the Parks and Recreation Advisory Board (PARB) is responsible for reviewing and making a recommendation to City Council regarding the parks or park facility names. On Wednesday, November 9, 2017, PARB heard a presentation and voted unanimously to recommend the request to name the disc golf course at Lake Park the Tom “Old Man” McCutcheon to City Council.

Per the regulation, parks and park facility can be named to honor community leaders, national or state heroes and events. The following criteria shall be used to evaluate the merit of a memorial naming:

1. The individual was a resident of Lewisville for 15 years or more.
2. The individual has made exceptional contributions to the city in the form of public service, financial gifts or long-term sponsorship agreements.
3. The individual died in the line of duty or while performing a heroic act.

An individual must be deceased for at least 5 years and a commitment of support/approval from a living family member must be obtained prior to a naming request being considered. The cost of any plaques, signs or markers must be borne by the individual or family requesting the name change.

Tom “Old Man” McCutcheon:

According to the paperwork submitted, Mr. McCutcheon is credited with bringing disc golf to the area and is considered the father of disc golf in Lewisville. Along with Bill Rauhauser, he worked with the Parks & Recreation Department to develop the city’s first disc golf course at L.L. Woods Park in 1994. They designed and funded the construction of the course, promoted the sport, and organized tournaments.

As usage of the course at L.L. Woods Park increase, Mr. McCutcheon lobbied for a second course and identified the wooded area at the north end of Lake Park as a possible location with the help of the department. Once again, Mr. McCutcheon designed the course and coordinated multiple volunteer efforts to clean up the area and cut the fairways. This new course opened in 1998 and quickly became a destination for disc golfers throughout the region. He continued to organize tournaments and clean ups and took time to teach the game to anyone who wanted to learn. Mr. McCutcheon was an active member of the Professional Disc Golf Association with eight (8) career wins and was nationally ranked.

In addition to his efforts to improve the park system and teach people the game, he was Mr. Storm's business partner at USAutomatic in Lewisville for 20 years contributing to the overall growth of our community. Mr. McCutcheon died in July of 2012. His wife Judy has submitted an email of support for the request to name the disc golf course after her late husband.

Submittal:

Along with the required Park Naming Request Form, Mr. Storms and Mr. Monaghan submitted a booklet of newspaper articles demonstrating Mr. McCutcheon's efforts to bring disc golf to Lewisville and construct the course at Lake Park. His passion for the game and the City of Lewisville shine through in each article. They also submitted a petition of support from over 570 people who represented Lewisville, Flower Mound, Carrollton, Denton and 85 other communities throughout the States of Texas, Oklahoma, Kentucky and Louisiana. Both Mr. Monaghan and Mrs. McCutcheon have committed to provide the funding for the purchase and installation of the course signage/memorials and up to five years of maintenance.

RECOMMENDATION

Parks & Recreation staff support the request and the Parks & Recreation Advisory Board voted unanimously to recommend to name the course at Lake Park the Tom "Old Man" McCutcheon Disc Golf Course.



Setting The Standard

9/6/2017

Mike Storms
General Partner
USA Automatic, LTD
118 Hillside Drive
Lewisville, Tx 75057

Re: Tom McCutcheon Memorial

To the City of Lewisville,

I am writing this letter in support of Judy McCutcheon's request to rename the Lake Park Disc Golf Course in memorial of Tom McCutcheon. Tom was my long-time friend for 30 years and my business partner at USA Automatic in Lewisville for almost 20 years. During our relationship Tom developed a passion for the sport of disc golf. It was this unparalleled passion that inspired him to dedicate himself to the development of the sport in our hometown of Lewisville. Tom was instrumental in the founding of the sport in our area and attracted many new enthusiasts to our city by working diligently to see courses installed at our parks. He personally gave hundreds of hours of his time and his own money to push the agenda. Once approved, Tom would leave work every day and head to Lake Park to contemplate the course design and assist in the cleanup work required to get the project started. He coordinated a crew of volunteers that he personally recruited in order to make the dream a reality.

Once the course was completed, he continued to promote the facility on a daily basis. He solicited sponsors and brought major tournament events to our city. No one individual has done more for disc golf in our city than Tom McCutcheon did. Tom was a great individual, a great business leader, and a devout Christian man with strong moral values. For his dedication to the sport of disc golf, our local courses, and his contributions to the City of Lewisville, I strongly support the effort to rename the Lake Park course in his honor. He is very deserving of the recognition.

Thank you for your consideration,

Mike Storms

Resident and business owner in Lewisville, TX.

CITY OF LEWISVILLE

PARK/FACILITY NAMING/RENAMING NOMINATION FORM

Please type or print clearly in ink and return to:

Director
Parks and Recreation Department
PO Box 299002
Lewisville, TX 75029-9002

Park/Facility Information

- I. Recommended name for Park or Facility: Tom "Old Man" McCutcheon Disc Golf Course
- II. Park/Facility Location: Lewisville Lake Park – Disc Golf Course
- III. Existing Name of Park/Facility: No official name. It has just been called the Lake Park disc golf course.

This Section is Nominator Information

- I. Date of Submittal: September 11, 2017
- II. Individual or Organization submitting Nomination:
Organizations must submit approval/support of request from Board of Directors, Chief Operating Officer, or owner on signed letterhead.
Name: Mike Storms
Address: 473 Frankie Lane
City, State, Zip Lewisville, Tx 750~~67~~ 57
Telephone: 214-532-2014
- III. Name of Individual or organization that will provide funding for installation and maintenance for plaques, markers, memorials or other signage:
Funding is guaranteed by Judy McCutcheon and Bob Monaghan

Tell us about the Nominee:

IV. Nominee is an (check one): Individual Organization Other

V. Name of Nominee or Organization: Tom McCutcheon

VI. Number of Years Nominee Lived in Lewisville: Over 35 years

VII. Detailed explanation of why this individual/organization should be considered. (This information will be used by the Park Board and City Council to determine the basis for their decisions.) Use additional sheets if necessary and add additional documentation as needed.

Tom McCutcheon brought disc golf to Lewisville. Tom was a long time Lewisville resident and business owner who loved disc golf. He worked with the Lewisville Parks & Recreation Department to design and fund Lewisville's first course at L.L. Woods Park. As the popularity of the sport grew in Lewisville, Tom undertook the challenge to design the Lake Park Course in an undeveloped overgrown park area. He coordinated volunteer work crews to cut in the fairways and clean up the park. The course was an immediate success and Tom continued to coordinate volunteer work days and organize tournaments for many years.

<https://www.youtube.com/watch?v=Nnk6TTgc5NE>



9/15/17

Signature of individual/organization representative submitting nomination

Date

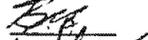
City Staff Review: Yes No Signature/Date: _____

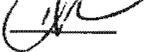
Park Board

Date of Meeting: _____ APPROVE DECLINE

City Council Action Date: _____ APPROVE DECLINE

Effective Date: 05/05/11

Dept. Approval: 

CM Approval: 

**CITY OF LEWISVILLE
DEPARTMENTAL REGULATION**

**DEPARTMENT: PARKS AND LEISURE SERVICES
TOPIC: LEWISVILLE PARK NAMING GUIDELINES
REFERENCE: PL2**

I. GENERAL PRACTICE

A. PURPOSE

The naming or renaming of the city's parks and recreational facilities is complex and sometimes emotionally evocative since assigning a name is a powerful and permanent identity for a public place and/or facility. The naming and renaming of the city's parks and/or recreational facilities often requires significant resources in terms of changing names on signs, maps, and literature. In addition, excessive and constant name changing can be the source of confusion to the public. The purpose of this departmental regulation is to provide guidance to those that have an interest in the naming and/or renaming of the city's parks and/or recreational facilities.

II. DEFINITIONS

- A. PARKS: are owned or leased and managed by the City and used for public recreation purposes and includes developed and undeveloped park areas and designated open space areas.
- B. FACILITIES: are City owned recreation facilities and amenities that could be located within a park or part of a facility. Facilities may include, but are not limited to, rental facilities, Senior Center, and recreation centers. Amenities include, but are not limited to, athletic fields, gymnasiums, meeting rooms, picnic shelters, tennis and basketball courts, swimming pools, and playground equipment.
- C. NAMING: the permanent name assigned by the City Council to a given park or recreation facility.
- D. DONATIONS: a donation of property, goods, or cash generally with no expectation of return.

III. PROCEDURES:

- A. The Park Board shall review and make recommendation to the City Council for areas that relate to parks, and recreation facilities.
- B. The Park Boards recommendation of each suggested park, and city facility name shall be according to criteria outlined in these guidelines.
- C. The City Council may at its discretion, name or rename a city park or facility without having the Park Board's review or recommendation.

1. General Criteria:

Park names shall be determined in a manner that will provide an easy and recognizable reference to City staff, citizens, and visitors to the City and be compatible to the area in which they are located.

- a. Park lands and facilities shall be named by considering the following:
 - 1. In honor of individuals who donate land or funds for park space;
 - 2. In honor of historical events;
 - 3. In honor of deceased national or state heroes;
 - 4. In honor of deceased community leaders;
 - 5. In relation predominant characteristics or physical features (lake, trees; stream, river) or the land;
 - 6. In relation to sub-divisions within the City;
 - 7. In relation to streets adjacent to the park;
 - 8. In recognition of an individual due to special circumstances or events;
- b. Facilities that are a part of or lie within the boundaries of a park will normally bear the name of that park unless otherwise recommended by the Park Board and approved by the City Council.

2. Individual/Organization naming (The following criteria shall be used in evaluating the merit of each memorial-naming request):

- a. The individual was a resident of the city of Lewisville for fifteen (15) years or more.
- b. The individual/organization has made exceptional contributions to the city, including one or more of the following: financial gifts, public service, or long term sponsorship agreements.
 - 1. The individual/organization that has made contributions of regional or community wide significance may be considered for the naming of parks, or facilities that serve the region or community.
 - 2. The naming of a park, a facility, or parts of a park or facility shall not be accepted as a condition of donation, unless the value of the donation exceeds \$25,000 or 51% of the total project cost, whichever is greater. Improvements valued at less than \$25,000 will not be recognized with names.

- c. The person being memorialized died in the line of duty serving the City of Lewisville or the United States of America or died while performing a heroic act (e.g., saving the life of another person). The naming of a city park or recreational facility after somebody who may have lost their life due to various reasons will be considered only for those who have been deceased for at least 5 years to allow the shock of the event to lessen within the community. This provision can be waived at Council's directive.
 1. City will obtain and/or attempt to make contact for approval from living family members of individuals recommended for having a park, facility or specific facility named in their honor.
- d. Organization:

Request must be on signed letterhead with approval from board of Directors, chief Operating Officer, or owner stating their approval for the naming of a park, or facility. Satisfying one or more of the eligibility criteria listed above does not ensure a recommendation for approval from the Park Board or City Council approval. When park property or facility is named for an individual or organization, this action in no way gives the individual, family members or organization naming rights over other features on the property. Features/amenities within the facility or on the property will remain eligible for naming without consent of the individual, family members or organization for which the property or facility is currently named.

3. **Plaques, Markers and Memorials:**

Plaques, Markers and Memorials that are requested to be located on City Property, a City Facility or on any City Premises, must follow the guidelines set below:

- a. The location, size and inscriptions on plaques require approval by designated City Staff.
- b. Designed to blend with and compliment design of the existing park or facility.
- c. Costs for plaques, markers, memorials, or other signage involved in the renaming of Parks, or Facilities, shall be borne by the nominating individual(s), group, or organization.

IV. **NAMING PROCEDURE:**

1. **Naming New Parks Or Facilities**

- a. Names for new parks shall typically be established within 180 days from the date of land acquisition. The name of new buildings shall be established prior to the completion of construction. Names for parts or areas of parks, and facilities may be established at any time.
- b. Groups or individuals may submit nominations on a City of Lewisville Name Nomination Form for naming new parks or a new facility. All recommendations will be given the same consideration without regard to the nomination source. Designated Parks and Leisure Services Staff will review the form for completeness. All

completed forms will be checked for accuracy and presented to the Park Board for review and consideration. All requests shall include the following:

1. A biographical or informational sketch;
 2. Rationale supporting the nomination;
 3. The name(s) of the person(s) or supporting group(s) responsible for the nomination; petitions, if submitted, must state the intent and include printed names, signatures, addresses, zip codes and telephone numbers of each signer as proof of residency.
 4. The names(s) of the person(s) or supporting group(s) will provide funding for the purchase and installation of the park signage and/or memorial monument and provide up to five years of maintenance on the signs/monuments.
- c. The Park Board's recommendation will be forwarded to the City Council for final decision.
- d. Once a name has been established, the Director of Parks and Leisure Services will be responsible for the installation of appropriate signage and markers within a reasonable time.

2. RENAMING PARKS AND FACILITIES

- a. The re-naming of Parks and Facilities is discouraged in an effort not to diminish the original justification for the name, or discount the value of the prior contributions.
- b. In order to respect the historical tradition and community values, which previous generations bestowed on these resources, the renaming of parks and facilities is strongly discouraged.
- c. Parks and facilities named for a geographic location, outstanding feature or subdivision can be considered for renaming. A park named for an individual should not be changed unless it is found that the individual's personal character is, or was, such that the continued use of their name for a park or facility would not be in the best interest of the community.
- d. Requests to rename a City Park or Facility shall be made by completing the City of Lewisville Name Nomination Form provided by the Parks and Leisure Services Department. Designated Parks and Recreation Department staff will review the form for completeness. All completed forms will be checked for accuracy and presented to the Park Board for review and consideration.
- e. In reviewing a request for a name change, the board will give special consideration to any legal agreements or authorized written promises which were made when the original name was established. Any recommendation which involves the name of a person shall include the following:
 1. A biographical or informational sketch;
 2. Rationale supporting the nomination;
 3. The names(s) of the person (s) or supporting group(s) responsible for the nomination, petitions, if submitted, must state the intent and include printed names, signatures, addresses, zip codes and telephone numbers of each signer as proof of residency.

- f. The name(s) of the person(s) or supporting group(s) that will provide the funding for the purchase and installation of the park signage and/or memorial monument and funds for up to five years of maintenance on the sign/monuments.
- g. If a change is requested in the name of an existing park or facility, such request will not be acted upon by the board until a sign stating the request has been posted on the affected property for a period of at least 45 days. The sign should direct comments to the Director of the Parks and Leisure Services Department.
- h. At least one public meeting to receive public input for the name change should be held within thirty (30) days of the end of the name change posting. This meeting can be a dedicated portion of the regular meeting of the Park Board.
- i. The Park Board shall make a recommendation for approval or disapproval
- j. The recommended name shall be forwarded to the City Council for final decision.
- k. Once a renaming has been approved, it will not take effect until the required funding for the signage/monuments has been provided by the nominating individuals or organization.
- l. The Director of Parks and Leisure Services will be responsible for the installation of appropriate signage and markers within a reasonable time.

**CITY OF LEWISVILLE
PARK/FACILITY NAMING/RENAMING NOMINATION FORM**

Please type or print clearly in ink and return to:

Director
Parks and Leisure Services Department
PO Box 299002
Lewisville, TX 7502-9002

Park/Facility Information

I. Recommended name for Park or Facility: _____

II. Park/Facility Location: _____

III. Existing Name of Park/Facility: _____

This section is Nominator Information:

I. Date of Submittal: _____

II. Individual or Organization submitting Nomination:

Organizations must submit approval/support of request from Board of Directors, Chief Operating Officer, or owner on signed letterhead.

Address: _____

City, State, Zip: _____ Telephone: (____) _____

III. Name of individual or organization that will provide funding for installation and maintenance for plaques, markers, memorials or other signage?

Tell us about the Nominee:

IV. Nominee is an (check One): Individual Organization Other

V. Name of Name/Organization: _____

VI. Number of Years Nominee Lived in Lewisville: _____

VII. Detailed explanation of why this individual/organization should be considered. (This information will be used by the Park Board and City Council to determine the basis for their decisions.) Use additional sheets if necessary and add additional documentation as needed.

Signature of individual/Organization Representative submitting nomination: _____ Date _____

City Staff Review: Yes No Signature/Date: _____

Park Board

Date of Meeting: _____ APPROVE DECLINE

City Council Action Date: _____ APPROVE DECLINE

PARK FACILITY NAMING REQUEST

TOM “OLD MAN” MCCUTCHEON DISC GOLF COURSE

Parks & Recreation Advisory Board
November 8, 2017

REQUEST

- Facility: Lake Park Disc Golf Course
- Recommended Name: Tom “Old Man” McCutcheon Disc Golf Course
- Submitted September 2017

DEPARTMENT REGULATION: PL2 LEWISVILLE PARK NAMING GUIDELINES

- PARB responsible for review and recommendation to City Council
- City Council has ultimate authority
- Criteria for consideration:
 - Individual was a resident for 15 years or more
 - Individual made exceptional contributions to the City
 - Individual died in the line of duty or while performing a heroic act.
- Prior to consideration:
 - Individual must be deceased for at least 5 years
 - Living family member must support request to rename.
- Signage, memorials must be funded by individual or family requesting the naming.

TOM “OLD MAN” MCCUTCHEON

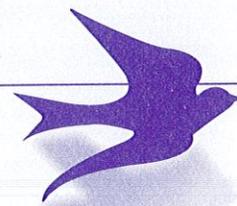
- Father of Disc Golf in Lewisville
- 1994 – L.L.Woods Disc Golf Course
 - McCutcheon and Bill Rauhauser designed and funded the course
 - Quickly expanded from a 9-basket to an 18-basket course due to popularity
- 1998 – Lake Park Disc Golf Course
 - Designed and coordinated volunteer efforts to build course
 - Coordinated tournaments
 - Taught people to play the game
 - Led continuous clean up efforts
 - Ambassador for sport, course and Lewisville
- Professional Disc Golf Association
- USAutomatic of Lewisville Business Partner for 30 years

RECOMMENDATION

- Recommend to City Council the disc golf course at Lake Park be named Tom “Old Man” McCutcheon Disc Golf Course

Location Map – Lake Park Disc Golf Course





MEMORANDUM

LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

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

FROM: Donna Barron, City Manager

DATE: November 22, 2017

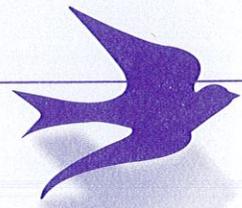
SUBJECT: **Consideration of a Resolution Casting Lewisville's Votes for Directors to the Denton Central Appraisal District Board.**

The Denton Central Appraisal Board is a five member board selected by the taxing units in the district. The County Tax-Assessor Collector serves as a non-voting member. The board is responsible for adopting the district's budget, hiring the Chief Appraiser, appointing the Appraisal Review Board (ARB), and making general policies for district operations. The board is selected by the governing bodies of taxing units that vote on the appraisal district's budget. The voting entitlement of a taxing unit is determined by dividing the total amount of property taxes imposed in the district by that taxing unit by the sum of the total dollar amount of taxes imposed in the district. Information on the voting entitlement for each qualified taxing unit is attached for your review.

Earlier this year, City Council nominated Mike Hassett, Connie Smith, Charles Stafford, and David Terre.

The attached information shows the nominees for the Board as well as the votes cast to date. The city is allocated 109 votes and may cast all of them for a single candidate or divide them among candidates as it wishes. A total of 5,000 votes are cast for the five positions with Lewisville Independent School District (LISD) having the largest number of votes with 1,381. We will not know their vote until December 11, 2017 at their next meeting. Robert Gallagher has removed his name from consideration.

Subject: DCAD Resolution
November 22, 2017
Page 2 of 2

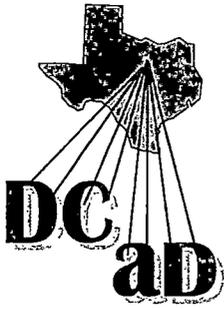


LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

Four candidates were nominated by both LISD and Lewisville: Mike Hassett, Connie Smith, Charles Stafford, and David Terre. Mr. Terre is a Colony councilmember nominated by the City of The Colony. We cast all votes last year for David Terre and he was elected. Mr. Terre has contacted City staff and advised he would be attending the meeting to respectfully request City Council support once again. Casting our votes in full for Mr. Terre would likely ensure his election.

Please let me know if you have questions.



DENTON CENTRAL APPRAISAL DISTRICT

3911 MORSE STREET, P O BOX 2816
DENTON, TEXAS 76202-2816

MEMO

TO: All Taxing Jurisdictions
FROM: Rudy Durham, Chief Appraiser
DATE: October 26, 2017
SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

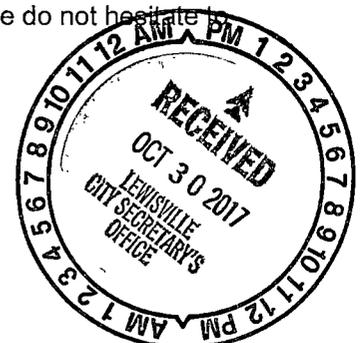
Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Board of Directors.

The candidates nominated by the taxing jurisdictions are. (Please note Asterisk below)

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1 Roy Atwood	Lewisville ISD, City of Carrollton
2 Robert Gallagher *	Town of Trophy Club
3 Mike Hassett	Lewisville ISD, City of Lewisville, Town of Flower Mound, Town of Trophy Club
4 George Pryor	Denton County
5 Connie Smith	Town of Trophy Club, City of Lewisville, Town of Flower Mound
6 Charles Stafford	Town of Trophy Club, City of Lewisville, Aubrey ISD, Lewisville ISD
7 David Terre	Lewisville ISD, City of The Colony, Denton County, Northwest ISD Town of Trophy Club, City of Lewisville, City of Frisco

*Robert Gallagher has indicated that he does not want to be reappointed to the Board of Directors.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Kathy Williams at (940) 349-3974 for clarification and/or information.



DENTON CENTRAL APPRAISAL DISTRICT				
2017 DISTRIBUTION OF VOTES				
JURISDICTIONS		2016 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
SCHOOL DISTRICTS.				
S01	ARGYLE ISD	24,268,557.39	1.4557%	73
S02	AUBREY ISD	12,363,170.95	0.7416%	37
S03	CARROLLTON-FB ISD	48,142,581.32	2.8876%	144
S04	CELINA ISD	391,045.31	0.0235%	1
S05	DENTON ISD	219,694,795.75	13.1775%	658
S15	ERA ISD	2,727.25	0.0002%	1
S06	FRISCO ISD	129,164,592.16	7.7474%	387
S07	KRUM ISD	10,194,531.49	0.6115%	31
S08	LAKE DALLAS ISD	26,220,441.64	1.5727%	79
S09	LEWISVILLE ISD	460,594,336.33	27.6269%	1381
S10	LITTLE ELM ISD	49,086,035.96	2.9442%	147
S11	NORTHWEST ISD	94,099,163.48	5.6442%	282
S12	PILOT POINT ISD	7,196,449.60	0.4317%	22
S13	PONDER ISD	8,972,869.46	0.5382%	27
S17	PROSPER ISD	5,221,828.70	0.3132%	16
S14	SANGER ISD	12,636,013.60	0.7579%	38
S16	SLIDELL ISD	467,606.19	0.0280%	1
SCHOOL DISTRICTS TOTALS		\$1,108,716,746.58	66.502%	3325
G01	DENTON COUNTY	\$197,577,331.97	11.85%	593
CITIES.				
C26	TOWN OF ARGYLE.	2,184,044.35	0.1310%	7
C01	CITY OF AUBREY	1,055,677.81	0.0633%	3
C31	TOWN OF BARTONVILLE.	631,787.92	0.0379%	2
C02	CITY OF CARROLLTON	38,888,307.21	2.3326%	115
C49	CITY OF CELINA.	5,549.59	0.0003%	1
C03	CITY OF THE COLONY	24,415,468.69	1.4645%	73
C21	TOWN OF COPPELL	937,425.62	0.0562%	3
C27	TOWN OF COPPER CANYON	649,532.61	0.0390%	2
C04	CITY OF CORINTH.	10,509,683.29	0.6304%	32
C47	TOWN OF DRAPER	8,217.69	0.0005%	1
C20	CITY OF DALLAS.	10,208,152.45	0.6123%	31
C05	CITY OF DENTON.	64,302,599.15	3.8569%	191
C42	CITY OF DSH.	125,470.82	0.0075%	1
C30	TOWN OF DOUBLE OAK.	979,984.89	0.0588%	3
C07	TOWN OF FLOWER MOUND.	41,287,914.95	2.4765%	122
C36	CITY OF FORT WORTH.	12,067,337.59	0.7238%	36
C32	CITY OF FRISCO	42,581,062.96	2.5541%	125
C39	CITY OF GRAPEVINE.	194.98	0.0000%	1
C22	TOWN OF HACKBERRY	126,624.53	0.0076%	1
C38	CITY OF HASLET	4,990.76	0.0003%	1
C19	TOWN OF HICKORY CREEK.	1,657,786.99	0.0994%	5
C08	CITY OF HIGHLAND VILLAGE	11,599,268.94	0.6957%	35
C09	CITY OF JUSTIN.	1,822,922.09	0.1093%	5
C18	CITY OF KRUGERVILLE.	502,066.92	0.0301%	2
C10	CITY OF KRUM.	1,913,205.13	0.1148%	6
C11	CITY OF LAKE DALLAS.	2,707,832.98	0.1624%	8
C25	CITY OF LAKEWOOD VILLAGE	265,021.25	0.0159%	1
C12	CITY OF LEWISVILLE.	36,618,908.05	2.1964%	109
C13	TOWN OF LITTLE ELM.	18,490,410.60	1.1091%	54
C33	TOWN OF NORTHLAKE.	1,175,586.11	0.0705%	4
C24	CITY OF OAK POINT	1,946,255.35	0.1167%	6
C14	CITY OF PILOT POINT	1,443,726.62	0.0866%	4
C29	CITY OF PLANO	5,093,232.89	0.3055%	15
C15	TOWN OF PONDER.	733,805.87	0.0440%	2
C48	CITY OF PROSPER	1,166,654.94	0.0700%	4
C51	TOWN OF PROVIDENCE VILLAGE	3,552,928.11	0.2131%	11
C17	CITY OF ROANOKE.	6,509,645.41	0.3905%	20
C16	CITY OF SANGER.	3,625,622.99	0.2175%	11
C34	TOWN OF SHADY SHORES	842,603.44	0.0505%	3
C37	CITY OF SOUTHLAKE.	582,976.96	0.0350%	2
C28	CITY OF TROPHY CLUB.	7,676,161.09	0.4604%	23
C44	CITY OF WESTLAKE	1,586.60	0.0001%	1
CITY TOTAL		\$360,898,237.19	21.65%	1082
TOTAL ALL JURISDICTIONS		\$1,667,192,315.74	100.00%	5000

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted as a candidate for the DCAD Board of Directors. The term is for two years beginning January 1, 2018, and ending December 31, 2019. Please complete the following information and feel free to attach any additional information. Please return this form by October 25, 2017, so that a copy can be sent to the jurisdictions with their voting ballot.

Ron T. Atwood
Name

1816 Countryside
Address

Carrollton 75007
City Zip

214-559-7399
Daytime Phone

214-616-0528
Evening Phone

1. Are you a resident of Denton County and have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes No
2. Are you an employee of a taxing unit that participates in the Denton Appraisal District? Yes No

Please provide work or personal experiences that would be applicable to serve on the DCAD Board of Directors

Please see attached.
I have been a practicing attorney in this area since 1988 and a resident of Carrollton since 1991. I have served on numerous Boards and Commissions in Carrollton over the last 18 years, including chairing the Capital Improvements ^{Plan} Advisory Commission and, currently, the Property Standards Board/ Board of Adjustment.

Return to
Kathy Williams
Denton Central Appraisal District
P O Box 2816
Denton, TX 76202



Roy T Atwood
Partner

Atwood Gameron LLP
6116 N Central Expressway, Suite 1400
Dallas, Texas 75206

royatwood@atwoodgameron.com

+1.214 559-7399 (T)

+1.214 481-5502 (F)

Roy Atwood is a trial lawyer with extensive experience representing companies in complex litigation. He has represented clients in construction, toxic tort, product liability, state and local tax, and business disputes of all kinds. He has tried cases in state and federal courts in Texas and across the country and represented clients in arbitration. For over 15 years, Roy has served as national coordinating counsel for a group of Fortune 100 companies in lawsuits involving tens of thousands of plaintiffs in more than 20 jurisdictions. As national coordinating counsel, he has served in leadership roles on steering committees and in joint defense groups.

In 2001 and 2002, Roy was a member of a team of lawyers who obtained defense verdicts for clients in toxic tort cases, each of which The National Law Journal recognized as one of the top 20 defense wins of the year. In addition to winning at trial, Roy has successfully negotiated settlements for clients when settlement was the appropriate result, sometimes under very difficult circumstances. In one matter, Roy handled contentious negotiations for a client that lasted five days and were conducted entirely in the presence of a United States Magistrate Judge.

After 14 years as a partner, Roy retired from Jones Day at the end of 2012 and opened Atwood Gameron LLP. He made this move with the intent of providing clients with efficient and high quality service at reasonable rates.

Roy has been a frequent speaker on litigation-related topics and teaches in trial skills programs. He served for many years on the board of the Trial Skills section of the Dallas Bar Association and is a member of the Dallas Bar Foundation and the Texas Bar Foundation. He is past president of the board of trustees of LaunchAbility, which helps people with developmental disabilities lead fulfilling lives. In 2011, LaunchAbility honored Roy with their Milton P. Levy Jr. Volunteer Award. Roy is also a member of the board of the Down Syndrome Guild of Dallas. He has served on various boards and commissions in the city of Carrollton, Texas, including serving as a planning and zoning commissioner. Roy also serves as a leader in the Student Ministries program at St. Andrew United Methodist Church.

Roy has been recognized as a Best Lawyer in Dallas by D Magazine and has been recognized as a Texas SuperLawyer each year since 2009 and as a Best Lawyer in America since 2014. U.S. News and World Report has recognized Atwood Gameron, LLP as a Best Law Firm since 2014.

AREAS OF FOCUS

Business and Tort Litigation

Construction

Special Education Law

Product Liability Litigation

State & Local Taxation Disputes
Multidistrict Litigation

HONORS AND DISTINCTIONS

National Law Journal "Defense Verdicts of the Year" (2001 and 2002)
Texas Super Lawyers (2009, 2010, 2011, 2012, 2013, 2014 2015, 2016)
Best Lawyers in America – Commercial Litigation (2014, 2015, 2016)
Best Law Firms in America – 2014, 2015, 2016
D Magazine Best Lawyers in Dallas (2014, 2105, 2016)
2011 Milton P Levy Jr Volunteer Award, LaunchAbility
Member, Dallas Bar Foundation
Member, Texas Bar Foundation

EDUCATION

Southern Methodist University (J D cum laude 1988, Order of the Coif; Editor-in-Chief, Journal of Air Law and Commerce; National Moot Court and Mock Trial Teams)
University of Illinois (B.S 1979)

BAR ADMISSIONS

Texas
Federal Courts for the Northern, Eastern, Southern and Western Districts of Texas

REPRESENTATIVE EXPERIENCE

Construction

- The Brandt Companies LLC arbitrates claims stemming from construction of satellite antenna station - represented The Brandt Companies LLC in a dispute with a subcontractor that arose during the construction of a satellite antenna station south of Austin, Texas
- The Brandt Companies LLC construction contracts – reviewed and negotiated construction subcontracts for The Brandt Companies LLC on a wide variety of construction projects, including government projects
- Bridgestone defends against action involving failure of Louisiana Superdome roof during Hurricane Katrina - represented BFS Diversified Products, LLC in connection with a suit brought by the State of Louisiana and the Louisiana Stadium & Exposition District as a result of the failure of the roof of the Louisiana Superdome during Hurricane Katrina*
- Vetrotex CertainTeed defends against arbitration brought by electrical contractor - represented Vetrotex CertainTeed Corporation in an arbitration brought by an electrical contractor*
- City of Austin challenges cost overruns on nuclear power plant construction - represented the City of Austin in a suit, which culminated in a four and a half month jury trial, over cost overruns during the construction of the South Texas Nuclear Project power plant*
- Anatole Partners achieves substantial settlement in action for faulty design and construction of hotel masonry - represented Anatole Partners, LP, the owner, in claims against design professionals and contractors for faulty design and construction of the hotel's masonry system, resulting in a substantial settlement payment to the owner*

Commercial Disputes

Tesoro pursues insurance recovery for losses arising from pollution conditions at refinery - represented Tesoro in litigation to recover losses arising from pollution conditions at a refinery under Pollution Legal Liability Select Insurance Policy*

Pepsi Bottling Group settles dispute during acquisition of Better Beverages - represented The Pepsi Bottling Group, Inc. in connection with a dispute over the acquisition of Better Beverages*

Hospital in billing and management dispute - represented a hospital in a dispute with former third-party billing and management companies related to alleged improprieties by those companies*

ATOFINA obtains favorable partial summary judgment - on behalf of ATOFINA Petrochemicals, Inc., obtained a favorable partial summary judgment ruling interpreting the term "occurrence" as used in commercial general liability policies issued by Travelers, which took the position that the existence of asbestos at Fina's facilities was one occurrence, and thus a settlement of \$300,000 in one large case exhausted all of Fina's coverage for premises liability cases*

Merritt, Hawkins & Associates arbitrates software development contract dispute against developer - represented Merritt, Hawkins & Associates, as software purchaser, in an arbitration dispute against the developer involving a software development contract*

Homecomings Financial negotiates pre-suit settlement of software development contract - represented Homecomings Financial, a GMAC company, as a software purchaser and negotiated a pre-suit settlement of a software development contract*

Kay MacKay negotiates settlement of breach of contract and misappropriation of trade secret action - on behalf of Kay MacKay, negotiated the settlement of breach of contract and misappropriation of trade secret claims relating to aluminum bats following a preliminary injunction hearing and on the eve of trial*

TRW wins summary judgment in antitrust action brought by credit repair clinic - obtained summary judgment for client TRW Inc. in an antitrust action brought by a credit repair clinic*

Bank group defends claims related to processing embezzled checks -- obtained summary judgment for a group of banks that had processed embezzled checks*

Products Liability and Toxic Torts

Kaiser Aluminum defends against action involving fatal fire - represented Kaiser Aluminum Corporation & Kaiser Aluminum in connection with claims stemming from a fatal fire in a duplex that contained aluminum wiring*

ATC resolves action against Wood Group resulting from failure of submersible water pumps in Saudi Arabia - represented A. Abunayyan Trading Company (ATC) in claims against Wood Group ESP stemming from the failure of submersible water pumps installed in water production projects in Saudi Arabia*

Specialty Products and Bondex International seek bankruptcy protection - represented Specialty Products Holding Corp. and Bondex International, Inc. in connection with valuing asbestos liabilities in their chapter 11 cases, which were commenced in the United States Bankruptcy Court for the District of Delaware on May 31, 2010*

Westinghouse Electric prevails in product liability suit involving high voltage circuit breaker - successfully defended Westinghouse Electric Corporation in a \$6 million product liability suit involving an extra high voltage circuit breaker*

Textron and Bell Helicopter successfully defend against claims brought by two workers alleging cadmium exposure - successfully represented Textron, Inc. and its Bell Helicopter subsidiary in connection

with claims filed by two workers alleging exposure to cadmium while repairing helicopters at the Corpus Christi Army Depot*

Textron successfully defends respirator product liability claims - successfully defended respirator manufacturer Textron, Inc. in product liability litigation brought by over 50 plaintiffs who had worked at diatomaceous earth mines in Lompoc, California*

Brush Wellman wins complete defense verdict in beryllium exposure action by workers at Rocky Flats Nuclear Weapons Facility - successfully defended Brush Wellman Inc. from beryllium exposure claims filed by workers at the Rocky Flats Nuclear Weapons Facility in Golden, Colorado*

U S Silica wins defense verdict in silicosis case - successfully defended U S Silica Company against silica exposure claims filed by workers at Tyler Pipe, obtaining a defense jury verdict*

Excess insurer sues primary insurer over contaminated housing development -- represented an excess insurance carrier in a suit against the primary carrier after the excess carrier dropped down and paid claims related to ground water contamination of a neighborhood bordering a toxic waste disposal site*

Manufacturers of respiratory protection devices successfully defend against docket of product liability claims - for more than a decade, acted as national coordinating counsel and lead trial counsel for the four entities that owned the former Welsh Respirator Company in toxic exposure cases, the majority of which involved alleged exposure to silica dust*

*(prior to establishment of Atwood Gamos LLP)

PUBLICATIONS

A More "In Depth" Look at What's Left Of "Loser Pays"

Texas Tort Reform. What's In It, What Isn't

Texas Governor Signs Tort Reform Legislation Aimed at Attracting Businesses to Texas

Solving the Problems in Mass Tort Litigation, Practice Perspectives: Product Liability & Tort Litigation

In Silica Litigation, the Numbers Alone Dictate Careful Scrutiny of Injury and Causation, Andrews, Toxic Chemicals, Vol. 21, Issue 21, p 2-7

Discovery of Personnel Files and an Employees Right to Privacy, Dallas Bar Association Headnotes
Admissibility of National Transportation Safety Board Reports in Civil Air Crash Litigation, 53 Air L.& Com. 469

SPEAKING ENGAGEMENTS

Construction Law Update, Dallas and Houston, Texas

Litigation Breakfast Series, Controlling Litigation Costs, Dallas, Texas

Building Protections Into Your Real Estate And Construction Deals, Jones Day CLE University, Dallas, Texas

Innovative and Cutting Edge Uses of Technology in the Courtroom, Dallas, Texas

Innovative and Cutting Edge Uses of Technology in the Courtroom, Dallas Bar Association Trial Skills Section, Dallas, Texas

Workpaper Confidentiality, BDO Tax Conference, Dallas, Texas

Workpaper Confidentiality, Hogan and Taylor Tax Conference, Tulsa, Oklahoma

Workpaper Confidentiality, Tax Executives Institute, Dallas Chapter, Dallas, Texas

Jones Day MCLE University - Dallas

Update on FIN 48, Financial Disclosure, Textron and Confidentiality of Various Risk Analyses and Workpapers, Dallas, Texas

Current Ethics Issues for In-House Counsel, Jones Day Dallas MCLE University

Witness Preparation, Dallas, Texas

Issues Raised by the Requirements of FIN 48. Privilege, Confidentiality and Disclosure, TEI Dallas
Chapter, Dallas, Texas

Jury Selection, Jones Day Dallas

The Changing Climate in Toxic Torts, Dallas, Texas

Emerging Silica Claims - Looking Beyond Sandblasting and Foundry Exposures, Harris Martin National
Silicosis Conference, Las Vegas, Nevada

Jury Instructions and Verdict Forms, Jones Day Dallas

Discovery Motions, Jones Day Dallas

Texas Tort Reform, Dallas, Texas

The Hardest Part of the Trial, DBA Trial Skills Seminar, Dallas, Texas

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted as a candidate for the DCAD Board of Directors. The term is for two years beginning January 1, 2018, and ending December 31, 2019. Please complete the following information and feel free to attach any additional information. Please return this form by October 25, 2017, so that a copy can be sent to the jurisdictions with their voting ballot.

MICHAEL HASSETT
Name

3500 RERINGER COURT
Address

FLOWER MOUND 75022
City Zip

817-265-0440
Daytime Phone

972-691-1055
Evening Phone

- 1 Are you a resident of Denton County and have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No

- 2 Are you an employee of a taxing unit that participates in the Denton Appraisal District? Yes/No

Please provide work or personal experiences that would be applicable to serve on the DCAD Board of Directors

PLEASE SEE ATTACHED.
(See back)

Return to:
Kathy Williams
Denton Central Appraisal District
P.O. Box 2816
Denton TX 76202

Work/Personal Experiences

I am completing my first two-year term on the DCAD Board of Directors, and I believe that experience has been invaluable

I have a BBA in corporate finance from the University of North Texas, and a JD from the University of Texas School of Law. I have been a practicing attorney since 1996, and I am board certified in Civil Trial Law by the Texas Board of Legal Specialization. My professional practice includes substantial work in commercial real estate, as well as municipal and general commercial law.

I firmly believe that my work and education experiences make me uniquely qualified to sit on the Board. While the Board's primary duties are the hiring of the Chief Appraiser and the adoption of the budget, many times we are asked to approve contracts, review and consider for purchase various insurance policies, and set long term policies for the District. These functions are complimentary to what I do professionally on a day-to-day basis.

I take the responsibility of being on this Board very seriously. I have not missed a meeting in my two-years on the Board, and I have come to each meeting fully prepared, always having studied the agenda and packet documents. I ask that you kindly consider giving me another two-year term.

Denton County Boards & Committees

Application for Appointment

Date: Sept. 20, 2017 Commissioner Precinct #: 1

Name George H. Pryor Years in Denton County: 10

Home Address: 957 Pasatiempo Dr Zip Code: 75034

Home Phone: 214-469-1473 ^{cell} Work Phone: 214-548-7581

Fax: N/A E-Mail: george.pryor@att.net

Profession/Type of Work: Retired Senior Ex.- Associates First Capital

Board or committee applying for: Denton County Appraisal District

Special experience, knowledge or skills you will bring to this position: _____

Served 6 years on the D.C. Appraisal Review Board (ARB). The last 2 as Vice Chair - ending 12/31/17.

Reason you wish to serve: To provide quality Experience to this very important County Function

Have you ever served on a Denton County appointed board or committee? yes

If yes, give name of board or committee and dates served. _____

See above

Community Activity: Past Tournament Director AND V.P. of Frisco Lakes Men's Golf Assn.

Signature: George H. Pryor Date: 9-20-17

Boards and Committee Applications are kept on file for two (2) years in the Aide-to-the-Court's Office. Board and Committee information is available in the Aide-to-the-Court's Office.

Return to Aide-to-the-Court's Office
Courthouse-on-the-Square
110 West Hickory
Denton, Texas 76201

Attach Resume/Bio

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted as a candidate for the DCAD Board of Directors. The term is for two years beginning January 1, 2018, and ending December 31, 2019. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2017, so that a copy can be sent to the jurisdictions with their voting ballot.**

CONNIE SMITH
Name

2700 PECAN LEAF LN
Address

FLOWER MOUND 75022
City Zip

(214) 606-3256
Daytime Phone

(214) 606-3256
Evening Phone

1. Are you a resident of Denton County and have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you an employee of a taxing unit that participates in the Denton Appraisal District? Yes/No

Please provide work or personal experiences that would be applicable to serve on the DCAD Board of Directors

I have 7 years of real estate experience, and over 15 years of accounting experience. I have run my own business, and am very cognizant of working within budgets. I have had the privilege to serve on the Denton CAD Board of Directors for 4 years, the most recent 2 as Vice-Chairman. I would be honored to be appointed to another term.

Return to
Kathy Williams
Denton Central Appraisal District
P O Box 2816
Denton, TX 76202

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted as a candidate for the DCAD Board of Directors. The term is for two years beginning January 1, 2018, and ending December 31, 2019. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2017, so that a copy can be sent to the jurisdictions with their voting ballot.**

Charles Stafford
Name

1903 Williamsburg Row
Address

Denton, Tx 76209
City Zip

940 595 7253
Daytime Phone

u
Evening Phone

1. Are you a resident of Denton County and have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes No
2. Are you an employee of a taxing unit that participates in the Denton Appraisal District? Yes No

Please provide work or personal experiences that would be applicable to serve on the DCAD Board of Directors

I currently serve on the Denton ISD board of trustees.

I have a real estate broker's license.

I have served on the CAD's board of directors for 15 years.

I'd be delighted to answer any questions.

My cell # is 940.595 7253

Return to
Kathy Williams
Denton Central Appraisal District
P O Box 2816
Denton, TX 76202

Denton County Boards & Committees

Application for Appointment

Date 9.15.17 Commissioner Precinct # 2
Name David Terre Years in Denton County 18
Home Address 3941 Teal Cove Zip Code 75056
Home Phone None Work Phone 972.740.4526
Fax None E-Mail terre david@yahoo.com

Profession/Type of Work Retired

Board or committee applying for DCAD Board

Special experience, knowledge or skills you will bring to this position. _____

2011-2017 The Colony City Council

2008-2011 The Colony P&Z Board

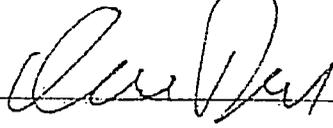
Reason you wish to serve I believe in service and my 4 year record on DCAD Board has been productive and enjoyable.

Have you ever served on a Denton County appointed board or committee? DCAD only

If yes, give name of board or committee and dates served _____

DCAD 2013 to Present

- Community Activity
- The Colony City Council 2011 to Present
 - The Colony P&Z Board 2008 to 2011
 - The Colony Chamber of Commerce Ambassador
 - Metro Relief Friend

Signature  Date 9-15-2017

Boards and Committee Applications are kept on file for two (2) years in the Aide-to-the-Court's Office Board and Committee information is available in the Aide-to-the-Court's Office.

Return to Aide-to-the-Court's Office
Courthouse-on-the-Square
110 West Hickory
Denton, Texas 76201

Attach Resume/Bio

David Terre
3941 Teal Cove
The Colony, Texas 75056
972 740-4526

EDUCATION

Moberly Community College (2 Years)

Drake University

Earned a BS Degree in Business Administration and a Minor in Economics

EMPLOYMENT HISTORY

Enjoyed a wonderful 46 year career working for Wilson Sporting Goods, rose through the ranks to become VP of Sales responsible for all domestic sales. Along the way, also managed European Sales Operations while living in Germany; worked in marketing, coordinating successful new product introductions, and, also managed West Coast Distribution Operations.

THE COLONY PLANNING and ZONING COMMISSION

Served 3 years- 2008 thru 2011 as a member and Vice Chair of the board.

THE COLONY CITY COUNCIL

- Elected in 2011 and received the honor of being elected Mayor Pro Tem during my first term.
- In 2012 appointed to the Local Development Corporation Board of Directors to oversee Grandscapes (Nebraska Furniture Mart) Development.
- In 2013 became the first Council Member from The Colony to ever be elected to Denton County Tax Appraisal District Board of Directors.
- Was reelected in 2014 to a second term on council, receiving 71% of the total vote in a three candidate race

HONORS RECEIVED

1982 Drake University Basketball Hall of Fame

1994 Moberly Community College Basketball Hall of Fame

1995-2003 Three-time Senior Olympics Gold Medal Winner playing for the USA Basketball Team

1999 Received Wilson Wall of Fame Honor

2007 Selected as Moberly Community College Outstanding Alumni of The Year

2013 Received Washington High School Hall of Honor Award

Why I believe I am uniquely qualified and very much desire to continue serving on the Denton Appraisal District Board of Directors.

- Throughout my life I have served in leadership positions, particularly during my Wilson career and my City Council work. My formula for success has always been to work hard, stay organized, use common sense and live by the Golden Rule
- I have enjoyed serving on this Board and I believe I have made significant contributions during my two terms. Based on my experience and performance, I am asking for your votes so I can win reelection to a third term. Thank you for your consideration of this request.

ACCOMPLISHMENTS

During my 1st two year term I have worked with my fellow Board Members to achieve the following meaningful results

- 1 Make sure we have a Quorum and I personally am able to contribute to each Board of Directors meeting by being there
- 2 Help develop Annual Operating Budget and ensure that spending stays within budgeted funds while always looking for opportunities to save on expenses
- 3 Participate in the development and actual evaluation of the Chief Appraisal Officer each year
- 4 To better serve all Denton County property owners We have opened an offsite location in the Lewisville Career Center so that folks who live or work in that area can go to an alternate location as opposed to driving all the way to Denton to file a property tax protest.
- 5 We have also started an online service that permits property owners to file property tax protest electronically Thus eliminating the need to have to drive to our Denton location and file in person.
- 6 To improve employee morale, we have implemented a structured very successful flex work schedule for ALL employees

If you have any questions or desire additional information, please contact me by phone @972-740-4526 or via email terre.david@yahoo.com

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, CASTING VOTES FOR A CANDIDATE TO THE BOARD OF DIRECTORS OF THE DENTON CENTRAL APPRAISAL DISTRICT.

WHEREAS, in accordance with Section 6.03 of the Property Tax Code, a process is set forth to select five individuals to serve as the Denton Central Appraisal District’s Board of Directors; and,

WHEREAS, the Lewisville City Council has determined which candidate(s) they will cast the City’s 109 votes for;

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

SECTION 1. The Lewisville City Council hereby unanimously voted on December 4, 2017, to cast the City’s 109 votes as follows:

____ votes for candidate _____

____ votes for candidate _____

____ votes for candidate _____

SECTION 2. This resolution will be forwarded to the Chief Appraiser of the Denton Central Appraisal District in accordance with the requirements of the Property Tax Code.

RESOLUTION NO. _____

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DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, ON THIS THE 4TH DAY OF DECEMBER, 2017.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY