



# 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 FEBRUARY 5, 2018

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. Court Survey Results
- B. Update on the IH-35E Corridor Overlay District Ordinance
- C. Discussion of Water Conservation Rebate Program
- D. Discussion of Regular Agenda Items and Consent Agenda Items

#### **REGULAR SESSION – 7:00 P.M.**

- A. **INVOCATION:** Councilman Troyer
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Mayor Durham
- C. **PROCLAMATION:** Declaring February 22, 2018 as “PTA Day”
- D. **PRESENTATION:** Presentation of 2018 ColorPalooza Logo and Recognition of the Winner of the 2018 ColorPalooza Student Logo Contest
- 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.

**AGENDA  
LEWISVILLE CITY COUNCIL  
FEBRUARY 5, 2018**

- F. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
1. **APPROVAL OF MINUTES:** City Council Minutes of the January 22, 2018, Workshop Session and Regular Session.
  2. **Approve Participation in the 2018 Wyland National Mayor's Challenge for Water Conservation.**

**ADMINISTRATIVE COMMENTS:**

The Wyland National Mayor's Challenge for Water Conservation (the "Challenge") is a month-long program encouraging communities across the United States to pledge to conserve water in an effort to promote drought resiliency and water quality. The Challenge occurs April 1-30. The program incentivizes positive conservation behavior and provides water resource education by challenging cities to encourage residents to sign an online pledge card ([www.mywaterpledge.com](http://www.mywaterpledge.com)) with a menu of options to conserve water resources. The site provides real-time city standings in addition to estimated impacts based off of the pledged conservation measures selected by participating residents. Cities with the highest percentage of residents who take the challenge are entered into drawings for hundreds of eco-friendly prizes for participating residents, including home improvement gift cards, home irrigation equipment, and a Grand Prize Toyota Prius. The winning community is also eligible for potential funding and in-kind donations towards water community improvements such as public gardens. The Challenge also offers additional resources and education for residents to help them put their selected pledges into action.

**RECOMMENDATION:**

That the City Council approve participation in the 2018 Wyland National Mayor's Challenge for Water Conservation.

3. **Approval of an Assignment and Assumption of Economic Development Agreement by and Among Legacy Pointe, LLC, the City of Lewisville, and TSMJV, LLC; and Authorization for the City Manager to Execute the Agreement.**

**AGENDA  
LEWISVILLE CITY COUNCIL  
FEBRUARY 5, 2018**

**ADMINISTRATIVE COMMENTS:**

The Economic Development Agreement with Legacy Pointe was approved in July of 2017. Legacy Pointe desires to assign all its rights and obligations under the Agreement to TSMJV, and TSMJV desires to assume Legacy Pointe's rights and obligations in, under and to the Agreement.

**RECOMMENDATION:**

That the City Council approve the Assignment and Assumption to the Economic Development Agreement and authorize the City Manager to execute the agreement.

- 4. Approval of an Economic Development Agreement Between the City of Lewisville and Bruce Properties; and Authorization for the City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

Darrell Moseley (Bruce Properties), owner of the building at 146 Whatley Ave., is renovating the current building space which is currently occupied by Cobra Brewery a.k.a. Old Town Brewery. The owner is projected to spend at least \$44,571 on exterior renovations to the front façade and \$3,000 on fencing. The proposed agreement provides for a grant where the City will reimburse Bruce Properties for certain actual expenses not to exceed \$12,363.60.

**RECOMMENDATION:**

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

- 5. Approval of a Resolution Authorizing an Addendum to the Agreement Between the City of Lewisville and Giving Hope, Inc.; and Authorization for the City Manager to Execute the Addendum.**

**ADMINISTRATIVE COMMENTS:**

The City of Lewisville previously entered into an agreement with Giving Hope, Inc. for use of homeless services funds. An addendum to this agreement has been prepared to extend the term and revise the budget of the agreement for Giving Hope, Inc. to allow remaining funds to be used for rental assistance.

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**RECOMMENDATION:**

That the City Council approve the resolution and authorize the City Manager to execute the addendum.

**6. Approval of the Interlocal Agreement with UNT for Access to and Established Educational Use of LLELA**

**ADMINISTRATIVE COMMENTS:**

The LLELA partners have updated existing interlocal agreements to reflect the increasing usage of the site for school tours, classes and research. In addition, the interlocal agreements will lay the foundation for use and financial support necessary for Texas Audubon to manage the Nature Center once constructed.

**RECOMMENDATION:**

City staff recommends that the agreement be tabled to the April 16, 2018 City Council Meeting.

**G. REGULAR HEARINGS:**

**7. Consideration of an Ordinance Amending Section 2-48 of the Lewisville City Code to Amend the Requirement for a Licensed Architect on the Old Town Design Review Committee.**

**ADMINISTRATIVE COMMENTS:**

Staff proposes revisions to Section 2-48 of the Lewisville Code to eliminate the requirement that a licensed architect be a member of the Old Town Design Review Committee and instead, to add a requirement that the City Manager to hire an architectural firm with experience in historic design and preservation to advise the Board.

**RECOMMENDATION:**

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

**AVAILABLE FOR QUESTIONS:**

- Claire Swann, Assistant City Manager
- Richard E. Luedke, Planning Director

**AGENDA  
LEWISVILLE CITY COUNCIL  
FEBRUARY 5, 2018**

- 8. Consideration of an Ordinance Amending Chapter 9.5 and Sections 2-201 and 15-7 of the Lewisville City Code to Adopt Valet Parking Regulations and Associated Fees.**

**ADMINISTRATIVE COMMENTS:**

Staff proposes revisions to Chapters 9.5 and Sections 2.201 and 15-7 of the Lewisville City Code to allow for and regulate valet parking in the Old Town Entertainment District. This ordinance creates a licensing process, establishes fees, and adopts operating regulations to protect the public health, safety, and welfare; minimize traffic hazards, and protect surrounding uses.

**RECOMMENDATION:**

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

**AVAILABLE FOR QUESTIONS:** - Claire Swann, Assistant City Manager  
- David Salmon, City Engineer

- H. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- I. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.072 (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).

# IH-35E Corridor Overlay District Ordinance Update Lewisville, Texas

City Council Workshop - February 5, 2018



**LEWISVILLE**

Deep Roots. Broad Wings. Bright Future.

# Background:

- ▶ At City Council Workshop on November 20, 2017, staff presented detailed matrix illustrating the range of approval authority for all measurable alternative standards
- ▶ Some members expressed concern related to range of authority for significant alternative standards

# Recent Activity:

- ▶ With feedback from individual City Council members, staff determined the most visual standards producing the greatest impact on redevelopment involves:
  - ▶ Exterior Building Materials
  - ▶ Landscape Standards

# Solution:

- ▶ Realizing that deviations in materials and landscaping start to become evident at the 25% mark, the following approval ranges have been adjusted as proposed:
  - ▶ Staff: 0% to 10%
  - ▶ Overlay District Board (P&Z): 11% to 25%
  - ▶ City Council: Over 25%

# Exterior Materials:

Overlay District Section and Standard	Standard (Core Sub-District)	Administrative Modification ¶ (0% to 10% typical)	Alternative Standards (Overlay District Board) (11% - 60% typical)	Alternative Standards (City Council) (61% + typical)
(3) → Building materials ¶ • → Exterior wall façade composition	¶ Min. 80% masonry (brick or stone)	¶ Min. reduced to 72% (0% -- 10%)	¶ Min. between 72% and 32% (11% -- 25%) ¶ Min. between 72% and 60%	¶ Less than 32% masonry (26%+) ¶ Less than 60% masonry

# Landscape:

Overlay District Section and Standard	Standard (Core Sub-District)	Administrative Modification (0% to 10% typical)	Alternative Standards (Overlay District Board) (11% to 60% typical)	Alternative Standards (City Council) (61% to typical)
<b>Landscape Regulations</b>				
(1) → Trees and Plant Materials <ul style="list-style-type: none"> <li>→ Primary Ped. Street tree spacing</li> </ul>	Req'd at 30' on center (avg.)	Avg. spacing at 33' with max. spacing not to exceed 44' feet between any two trees	Avg. spacing between 33' and 48' (11% to 25%) Avg. spacing between 33' and 38'	Avg. spacing over 48' (26%+) Avg. spacing over 38'
<ul style="list-style-type: none"> <li>→ All other streets tree spacing</li> </ul>	Req'd at 40' on center along all other streets	Avg. spacing not to exceed 44'	Avg. spacing between 44' and 64' (11% to 25%) Avg. spacing between 45' and 50'	Avg. spacing over 64' (26%+) Avg. spacing over 50'
<ul style="list-style-type: none"> <li>→ Min. caliper size and height at the time of planting</li> </ul>	Min. 3" caliper and 10' height	Min. 2.7" caliper and 9' height	Caliper between 2.7" and 1.2" caliper Height between 9' and 4' (11% to 25%) Caliper between 2.7" and 2.25"; Height between 9' and 7.5'	Under 1.2" caliper Height under 4' (26%+) Under 2.25" caliper; Height under 7.5'
<ul style="list-style-type: none"> <li>→ Parking lot screening along IH-35</li> </ul> <p>Specific Standard for Administrative Modification:</p>	Min. 10' wide landscape area with 24" high shrubs	Allow 9' min. wide landscape area. Allow for a masonry wall, berm or combination (min 36" height)	Allow between 9' and 4' wide landscape area (11% to 25%) Allow between 9' and 7.5' wide landscape area	Allow less than 4' wide landscape area (26%+) Allow less than 7.5' wide landscape area
<ul style="list-style-type: none"> <li>→ Parking lot screening along other streets</li> </ul>	Min. 5' wide landscape area with 24" high shrubs or masonry wall	Allow 4.5' wide landscape area	Allow less than 4.5' wide landscape area (11% to 25%) Allow 4.5' and 3.75' wide landscape area	(26%+) Allow less than 3.75' wide landscape area

# Landscape (continued):

Overlay-District-Section-and-Standard	Standard-(Core-Sub-District)	Administrative-Modification (0%to-10%typical)	Alternative-Standards-(Overlay-District-Board) (11%-60%typical)	Alternative-Standards-(City-Council)-(61%+typical)
<ul style="list-style-type: none"> <li>→ Parking-lot-landscape-islands</li> </ul>	Min. 10'-wide-island-with-50%-plant-cover-for-every-8-spaces	9'-wide-landscape-island-or-45%-plant-cover-for-every-9-spaces	Allow-landscape-islands-between-4'-and-9'-and-plant-cover-less-than-45%with-a-different-ratio-(11%--25%)·Allow-landscape-islands-between-7.5'-and-9'-and-plant-cover-between-37.5%-and-45%	No-landscaping-islands-(26%+)·Allow-landscape-islands-less-than-7.5'-and-plant-cover-less-than-37.5%
<ul style="list-style-type: none"> <li>→ Parking-lot-trees</li> </ul>	1-tree-per-eight-spaces	1-tree-per-9-spaces	1-tree-per-9-13-spaces-(11%--25%)·1-tree-per-9-10-spaces	1-tree-per-more-than-13-spaces-(26%+)·1-tree-per-more-than-10-spaces
(2)→Open-Space				
<ul style="list-style-type: none"> <li>→ Min. private-open-space</li> </ul>	Min. 15%-of-the-development	Min. reduced-to-13.5%-of-the-development	Min. between-13.5%-and-6%-(11%--25%)·Min. between-13.5%-and-11.25%	Less-than-6%-(26%+)·Less-than-11.25%
<ul style="list-style-type: none"> <li>→ Min. publicly-accessible-open-space</li> </ul>	Min. 8%-of-the-development	Min. reduced-to-7.2%	Min. between-7.2%-and-3.2%-(11%--25%)·Min. between-7.2%-and-6%	Less-than-3.2%-(26%+)·Less-than-6%
<ul style="list-style-type: none"> <li>→ Street-frontage-min. req'd-for-publicly-accessible-open-space</li> </ul>	25%-min.	Min. reduced-to-22.5%	Min. between-22.5%-and-10%-(11%--25%)·Min. between-22.5%-and-18.75%	Less-than-10%-(26%+)·Less-than-18.75%
<ul style="list-style-type: none"> <li>→ Enclosed-open-space-width-ratio</li> </ul>	2:1-(height-to-width)	Width-may-be-55%-of-the-height	Width-may-be-between-55%-and-80%-of-the-height-(11%--25%)·Width-may-be-between-55%-and-62.5%-of-the-height	Width-over-80%-of-the-height-(26%+)·Width-over-62.5%-of-the-height
<ul style="list-style-type: none"> <li>→ Non-enclosed-open-space</li> </ul>	3:1-(height-to-width)	Width-may-be-36%-of-the-height	Width-between-36%-and-52%-of-the-height-(11%--25%)·Width-between-36%-and-41%-of-the-height	Width-over-52%-of-the-height-(26%+)·Width-over-41%-of-the-height

**Questions?**

**THANK YOU!**

The background features abstract, overlapping geometric shapes in various shades of green, ranging from light lime to dark forest green. These shapes are primarily located on the right side of the frame, creating a modern, layered effect against the white background.



# Water Conservation Rebate Program

February 5, 2018



# Why?

- **Lewisville 2025 Plan:** in alignment with action priorities and goals for Sustainability (Big Move # 9)
- **Water Conservation Plan for the City of Lewisville:** identifies conservation strategies for controlling water consumption, including incentive programs to encourage water conservation measures
- **Benefits to adapting behaviors**– residents learn to do more with less, helping to ensure resource availability during times of drought/high demand
- **Cost savings** for residents on monthly utility bills
  - The average household spends as much as \$500 per year on their water and sewer bill and can save about \$170 per year by installing water-efficient fixtures and appliances.\*

\*[https://www3.epa.gov/watersense/about\\_us/facts.html](https://www3.epa.gov/watersense/about_us/facts.html)



# Benchmarking Metroplex cities

City	Rebate Program?	Scope of program
Allen	Yes	Most robust in the area
Arlington	Yes	Limited options
Carrollton	Yes	Limited options
Dallas	Yes	
Fort Worth	No	Vouchers for low flow toilets
Frisco	Yes	Primarily focused on irrigation
Garland	Yes	Limited options
McKinney	Yes	Primarily focused on irrigation
Plano	Yes	Limited options

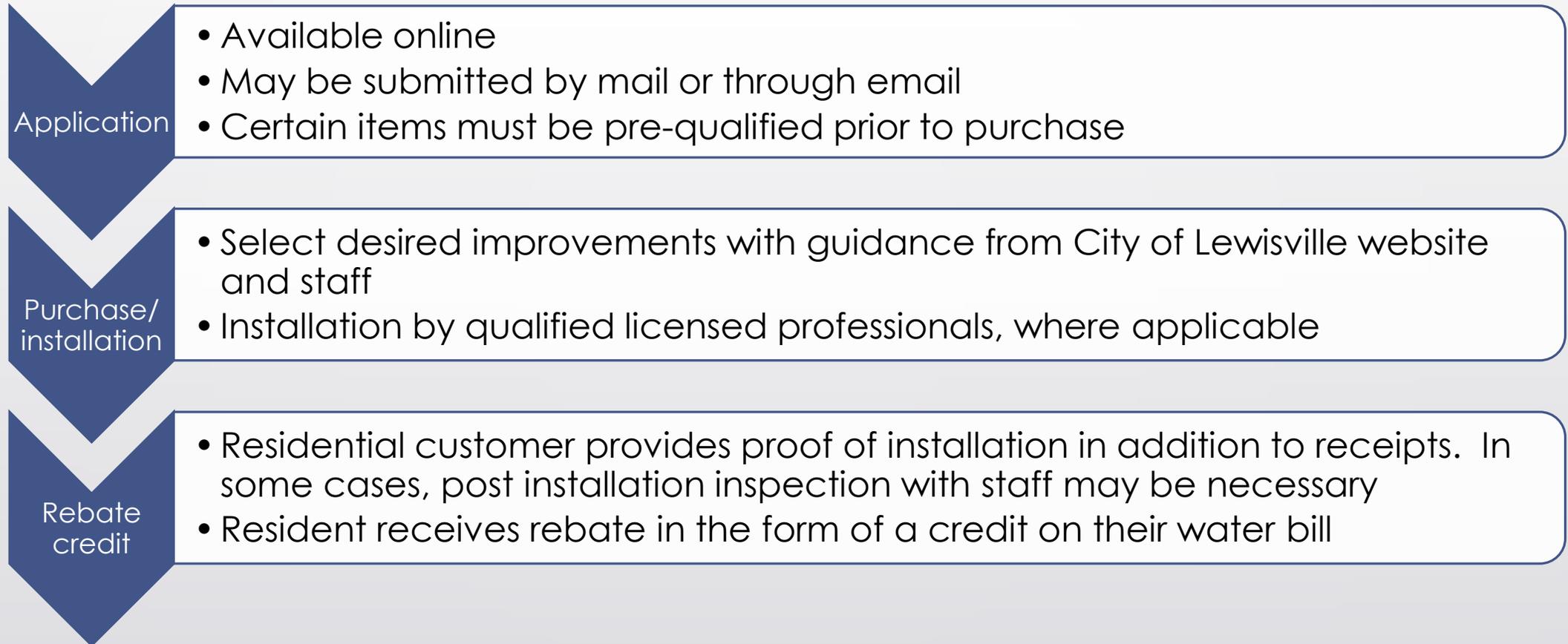
# How?

- Works in the form of a credit on the resident's water bill for an approved purchase
- Menu of options for residents to choose from
- \$375 maximum credit per address, per fiscal year
- Certain limitations/agreements with applications
  - Must be a residential, single-family water customer of the City of Lewisville in good standing
  - Must agree to keep equipment in place as long as they own the property





# Application Process



# Options

- Washing Machine (Tier 1, 2, and 3), EPA WaterSense certified (up to \$75 for Tier 1, \$100 for Tier 2, and \$125 for Tier 3)
- Rain Barrel (up to \$25)
- Low Flow Toilets, EPA WaterSense certified (\$50)
- Water-saving showerheads, EPA WaterSense certified (up to \$30)
- Rain/Freeze sensor for irrigation system (up to \$25)
- SMART irrigation controllers, EPA WaterSense certified (up to \$75)
- Irrigation system inspections, performed licensed irrigation inspector (up to \$50)





# Residential Savings/Benefits

- Saves money over time
- Improved performance/results from irrigation systems
- Residential stormwater fee is \$48 annually (\$4/mo x 12 months). Low flow toilet credit is \$50, so resident would potentially see a +\$2 difference the first year, and continue to capitalize on savings each year after through reduced water usage.



# Implementation

- Seeking program roll-out to coincide with Water Conservation Month in April
- Promotion through social media, water bill mailout, Colorpalooza booth, KLB Garden Secrets classes
- Track data over time to follow impact/results for participating residents' water bills



Questions?

# Proclamation

**WHEREAS**, The Parent Teacher Association has a mission to make every child's potential a reality by engaging and empowering families and communities to advocate for all children; and

**WHEREAS**, PTA prides itself on being a powerful voice for all children, a relevant resource for families and communities, and a strong advocate for public education; and

**WHEREAS**, Membership in PTA is open to anyone who wants to be involved and make a difference for the education, health, and welfare of children and youth; and

**WHEREAS**, PTA is the largest volunteer child advocacy organization in the nation; and

**WHEREAS**, PTA has worked toward bettering the lives of every child in education, health and safety since its founding in 1897; and

**WHEREAS**, The Lewisville ISD Council of PTAs will recognize leaders and volunteers of the 60 local PTAs that serve schools in the 13 communities comprising Lewisville ISD during the annual Founders Day celebration, to be held on February 22, 2018;

**NOW, THEREFORE**, I, Rudy Durham, Mayor of the City of Lewisville, Texas and on behalf of the Lewisville City Council, do hereby proclaim February 22, 2018 as:

## “PTA Day”

in Lewisville, Texas, and applauds the PTAs in Lewisville for their roles in engaging families and in working on behalf of all students and families.

**PROCLAIMED** this 5<sup>th</sup> day of February, 2018.

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Rudy Durham, Mayor  
City of Lewisville

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Mendie White, Sustainability Manager

**DATE:** January 22, 2018

**SUBJECT: Approve Participation in the 2018 Wyland National Mayor's Challenge for Water Conservation**

### BACKGROUND

The National Mayor's Challenge for Water Conservation (the "Challenge") is an annual initiative sponsored by the Wyland Foundation and Toyota to assist cities in promoting good environmental stewardship. The Wyland Foundation is a non-profit organization founded by environmental artist Wyland in 1993 to promote, protect, and preserve the world's oceans, waterways, and marine life. The Challenge is presented with support from national partners such as EPA WaterSense, The Toro Company, National League of Cities, Conserva Irrigation, and Earth Friendly Products. Cities compete against other communities of similar size to encourage residents to make an online pledge to conserve water and make intentional, environmentally positive choices in their homes. Citizen pledges benefit the community by promoting drought resiliency, protecting watersheds, and ultimately reducing stress on aging water infrastructure. If approved by City Council, this would be the second year Lewisville has taken this challenge.

The Challenge occurs during the month of April to coincide with Water Conservation Month and Earth Day/Earth Month. To participate, residents enter online at [mywaterpledge.com](http://mywaterpledge.com), then make a series of online pledges to conserve water in their community. Cities with the highest percentage of residents who take the challenge are entered into drawings for hundreds of eco-friendly prizes for participating residents, including home improvement gift cards, home irrigation equipment, and a Grand Prize Toyota Prius. The winning community is also eligible for potential funding and in-kind donations towards water community improvements such as public gardens. The Challenge also offers additional resources and education for residents to help them put their selected pledges into action.

### ANALYSIS

The Challenge is a low-cost, turnkey way for cities to generate community enthusiasm for saving water, energy, and reducing pollution. The program, in its 6<sup>th</sup> year, aligns with the 2025 Plan Big Move #9: Sustainability. Additionally, it supports the water conservation goals laid out in the City of Lewisville's Water Conservation Plan. It provides the opportunity for community engagement on an important regional issue with the strength of a national publicity campaign and a toolkit for customizing local outreach.

The Wyland Foundation provides an outreach toolkit for participating cities to utilize for a successful campaign. This includes:

- Press release template
- Sample city resolution
- Sample social media posts
- Mayor video scripts and samples
- Sample blog posts
- Web banner templates/samples
- Fact sheets with water saving tips
- Infographics with pledge summaries and local benefits

Cities can reap the benefits of the nationwide outreach campaign, including national advertising in print (USA Today), announcements through campaign partners, local market animated public service announcements, a customizable web page for each city, and a supplemental web site targeted towards kids and schools.

Staff plans to create a collaborative outreach effort with representatives from various stakeholders across the community to increase the reach of the challenge. This may include Upper Trinity Regional Water District, LISD, Keep Lewisville Beautiful, the Chamber of Commerce, and Local Service Groups (Rotary, Lions, Kiwanis, etc.). Additionally, staff is trying to time the rollout of the water rebate incentive program (coming before council in the next few months) with this challenge to increase publicity of the program and create interest in the community.

### **RECOMMENDATION**

City staff recommends signing the Mayor's pledge of commitment to participate in the 2018 Wyland National Mayor's Challenge for Water Conservation.

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** January 19, 2018

**SUBJECT:** **Approval of an Assignment and Assumption of Economic Development Agreement by and among Legacy Pointe, LLC, the City of Lewisville, and TSMJV, LLC; and Authorization for the City Manager to Execute the Agreement.**

### BACKGROUND

The Economic Development Agreement for Legacy Pointe (the “Agreement”) was approved in July of 2017. Under the Agreement, Legacy Pointe LLC would develop 12 acres of land located on the east side of Kealy Avenue, east of the city’s rodeo ground, and north of College Street. The property is planned to be a 97-lot single family residential subdivision and site work is currently underway. Owner desires to assign all its rights and obligations under the Agreement to TSMJV, and TSMJV desires to assume Owner’s rights and obligations in, under and to the Agreement.

### ANALYSIS

To accommodate investor changes in the project, the name of the developer/owner is being changed from Legacy Point LLC to TSMJV LLC. For all purposes, Henry Rahmani will still remain as the city’s point of contact and the person responsible for the development of the property. Approval of this assignment and assumption will not change the scope or design of the project, nor will it change any duties and rights under the existing Agreement.

### RECOMMENDATION

That the City Council approve the Assignment and Assumption of Economic Development Agreement and authorize the City Manager to execute the Agreement.

LEGACY POINT LLC  
1800 Valley View Lane, Suite 300  
Farmers Branch, Texas 75234

1-4-2018

Director of Economic Development  
City of Lewisville  
151 W. Church Street  
Lewisville, Texas 75057

Ref: Economic Development Agreement Legacy Point LLC

Dear Ms. Reinecke,

We are formally requesting the city of Lewisville to grant our request to assign the agreement between city of Lewisville Economic Development and Legacy Point LLC to TSMJV LLC.

We are respectfully requesting that City of Lewisville Economic Development changes assignment of the agreement from Legacy Point LLC to TSMJV LLC pursuant to Article VI Miscellaneous, Section 6.1 "Economic Development Agreement", dated July 3<sup>rd</sup> 2017 between the City Of Lewisville and Legacy Point LLC to reflect this change.

Please note that the terms and conditions of the agreement are binding upon the successors and that TSMJV LLC agrees to be bound by all terms and conditions of this agreement.

Furthermore we are requesting the address change from 1800 Valley View lane Farmers Branch , Texas 75234 to 277 S.Mill Street Lewisville Texas 75057.

If you have any questions regarding this request, please do not hesitate to contact us.

Regards,



Henry Rahmani

**ASSIGNMENT AND ASSUMPTION OF  
ECONOMIC DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF ECONOMIC DEVELOPMENT AGREEMENT (this "Assignment") is made by and among LEGACY POINTE, LLC ("Owner"), the CITY OF LEWISVILLE, TEXAS, a home rule city and municipal corporation of Denton County, Texas, duly acting by and through its City Manager ("City"); and TSMJV, LLC ("TSMJV").

**RECITALS**

A. The City and Owner entered into an Economic Development Agreement dated July 3, 2017, regarding the development of a single family residential development known as Legacy Pointe (the "Agreement"), attached hereto as Exhibit "A" and incorporated as if fully set forth herein; and

B. Owner desires to assign to TSMJV all its rights and obligations under the Agreement to TSMJV, and TSMJV desires to assume Owner's rights and obligations in, under and to the Agreement.

**AGREEMENT**

NOW, for and in consideration of the mutual benefits and promises contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Owner hereby assigns to TSMJV, and TSMJV hereby assumes from Owner, all of Owner's rights and obligations in, under and to the Agreement, attached hereto as Exhibit "A."

2. The City agrees that from and after the date hereof, the term "Owner" as defined and used in the Agreement shall mean and refer to TSMJV.

3. TSMJV agrees to abide by the terms of the Agreement from and after the date hereof.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date written below.

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

**LEGACY POINTE, LLC**

By: \_\_\_\_\_  
Henry Rahmani, Authorized Agent

**CITY OF LEWISVILLE, TEXAS**

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

**TSMJV, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST**

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

**EXHIBIT A**

[see attached copy of Economic Development Agreement]

## ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is entered into by and between the City of Lewisville, Texas, a home rule city, duly acting by and through its City Manager ("City"), and Legacy Pointe, LLC ("Owner") (jointly, "Parties").

### WITNESSETH:

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

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

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

**WHEREAS**, on the 3<sup>rd</sup> day of July, 2017, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to the Statute;

**WHEREAS**, the Owner currently owns property, defined in Attachment "A" ("Premises"), that is the subject of this Agreement;

**WHEREAS**, the Owner wishes to develop the Premises as a 97-lot single family residential development known as Legacy Pointe;

**WHEREAS**, the Owner desires to enter into this Agreement pursuant to the Statute;

**WHEREAS**, the City desires to provide, pursuant to the Statute, an incentive to the Owner to develop the Project, as hereinafter defined, on the Premises;

**WHEREAS**, the Owner agrees to develop the Project in a manner consistent with the Development Plan as described in Attachment “B” attached hereto and made a part hereof;

**WHEREAS**, the City finds that entering into this Agreement for construction of the Project on the Premises would promote local economic development by providing new housing and providing jobs related to the construction activities in developing the subdivision, and stimulate business and commercial activity within the municipality by enabling residents to live in the immediate area of Old Town Lewisville, a focus of business and commercial activity and development in the City, and would directly establish a public purpose; and

**WHEREAS**, the City has determined that the said Agreement contains sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources;

**NOW, THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties do mutually agree as follows:

## **ARTICLE I TERM**

1.1 This Agreement shall be effective on the date that this Agreement is executed by both parties (“Effective Date”) and shall continue until the earlier of March 1, 2022 or Substantial Completion, as hereinafter defined, of all portions of the Project as shown in the Development Plan (Attachment “B”) and disbursement of the Grant, as hereinafter defined, by the City, unless sooner terminated as provided for herein (“Term”). This Agreement terminates automatically on the last day of the twenty-fourth month following the Effective Date if construction has not commenced on the Project.

## **ARTICLE II DEFINITIONS**

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

“**Agreement**” shall have the meaning set forth in the introductory paragraph of this Agreement.

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

“**Effective Date**” shall mean the date established in Article I of this Agreement.

“**Fee Grant**” shall mean an economic development grant as set forth in Article IV of this Agreement.

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

“**Grant**” shall mean an economic development grant as set forth in Article IV of this Agreement.

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

“**Project**” shall mean a 97-lot single family residential development including all public facilities and improvements needed to serve the development, such as water, sanitary sewer, paving, storm drainage and other amenities as shown on the Development Plan (Attachment “B”) and construction of 97 residential units on the lots.

“**Public Improvements**” shall mean construction of water, sanitary sewer, drainage, paving and screening wall improvements.

“**Owner**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Substantial Completion**” shall mean the issuance of certificates of occupancy for 97 residential units within the development.

“**Term**” shall have the meaning set forth in Article I of this Agreement.

### **ARTICLE III GENERAL PROVISIONS**

3.1 As soon as practical after the Effective Date of this Agreement, Owner shall commence with the construction of the Public Improvements for the Project in accordance with the Development Plan (Attachment "B"). The Development Plan (Attachment "B") may be amended only by mutual written consent of the Parties, and such amendment shall be attached to and incorporated into this Agreement.

3.2 The Owner shall substantially complete the Project by December 30, 2021. In the event of Force Majeure or if, in the reasonable opinion of the City, the Owner has made substantial progress toward Substantial Completion of the Project, the City may extend the Term of the Agreement at the City's sole discretion.

3.3 As soon as practical after the Effective Date of this Agreement, Owner shall dedicate an easement for a 20-inch waterline at no cost to the City as shown on the Development Plan (Attachment "B"). The dedication of the easement shall be completed at the time of approval of the final plat for the first phase of the Project, as shown on the Phasing Plan (Attachment "C"). The waterline will be constructed by the City at the City's sole discretion.

#### **ARTICLE IV ECONOMIC DEVELOPMENT GRANT**

4.1 Fee Grant: Subject to the Owner's satisfaction of the terms and conditions of this Agreement, the City agrees to provide to the Owner a grant in an amount equal to the water and sanitary sewer impact fees for the Project paid by the Owner to the City ("Fee Grant").

4.1.1. The water and sanitary sewer impact fees for the Project shall be paid to the City by the Owner at the time of issuance of building permit, as required by City ordinance.

4.1.2. The Owner shall request payment of the Fee Grant in a letter addressed to the Economic Development Department with supporting documents showing the amounts paid by Owner for water and sanitary sewer impact fees for each residential unit for which a certificate of occupancy has been issued by the City. The written request may be made on quarterly basis but not more than four (4) times a year until the expiration of this Agreement. Any amount owed to the Owner under the Fee Grant shall be paid within thirty (30) days after the City receives written notice from the Owner requesting payment and supporting documents as determined by the City.

4.2 Fee Waiver: The City shall waive all City fees assessed at the time of issuance of the building permit which are directly related to the construction of the residential units .

Notwithstanding any fee waiver, Owner must still obtain all permits required by City ordinance for the Project.

4.3 Grant: Subject to the terms and conditions of this Agreement, the City shall provide the Owner a grant in the amount of \$250,000.00 (“Grant”), upon completion and City acceptance of Public Improvements for the first phase of the Project, as shown on the Phasing Plan (Attachment “C”).

4.3.1. The Owner shall request payment of the Grant in a letter addressed to the Economic Development Department upon completion and City acceptance of Public Improvements as required by Section 4.1., above. The Grant shall be paid within thirty (30) days after the City receives written notice from the Owner requesting payment and supporting documents as determined by the City. The Owner may request in writing that certain other City development fees which are directly related to the Project, but which are not subject to the Fee Grant in section 4.1 or the fee waiver in section 4.2, be waived. This request must be submitted before such fees would be due to the City and before the Owner’s request for payment of the Grant is submitted to the City. An amount equal to the fees waived under this section will be deducted from the total amount of the Grant; provided, however, the Fee Grant in Section 4.1 and the fees waived in Section 4.2 shall not be deducted from the total amount of the Grant, but shall be in addition to the Grant. Notwithstanding any fee waiver, Owner must still obtain all permits required by City ordinance for the Project.

4.4 The City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Owner. None of the City’s obligations with respect to the Fee Grant or Grant under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

## **ARTICLE V TERMINATION**

- 5.1 This Agreement may be terminated upon any one of the following:
- (a) by written agreement of the Parties;
  - (b) expiration of the Term;
  - (c) by either party in the event the other party breaches any of the terms or

conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;

- (d) By City, if Owner suffers an Event of Bankruptcy; and
- (e) By City, if any taxes, assessments or payments owed to the City or the State of Texas by Owner shall become delinquent and not cured within sixty (60) days after written notice thereof (provided, however, that Owner retains the right to timely and properly protest and contest any such taxes or assessments).

5.2 In the event the Agreement is terminated by the City pursuant to Section 5.1(c), (d), or (e), the Owner shall immediately refund to the City an amount equal to the portion of the Fee Grant and Grant paid to the Owner and any fees waived by the City at the time of termination, unless construction on the Project has not begun at the time of termination.

## **ARTICLE VI MISCELLANEOUS**

6.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by the Owner, unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as the Owner's assignee agrees to be bound by all terms and conditions of this Agreement.

6.2 It is understood and agreed between the parties that the Owner, in performing its obligations hereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties.

6.3 The Owner further agrees that the City, its agents and employees, shall have reasonable rights of access to the Premises to inspect the Project in order to ensure that the construction of the Project is in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations.

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

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

For CITY by notice to:

City of Lewisville  
Attn: Director of Economic Development  
151 W. Church Street  
PO Box 299002  
Lewisville, Texas 75029

For OWNER by notice to:

Mr. Henry Rahmani  
Legacy Pointe LLC  
1800 Valley View Lane, Suite 300  
Farmers Branch, TX 75234

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.

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

6.7 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

6.9 This Agreement was authorized by action of the City Council, authorizing the City Manager or his designee to execute the Agreement on behalf of the City.

6.10 No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation

is supported by consideration and is in writing signed by the aggrieved.

6.11 This Agreement may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

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

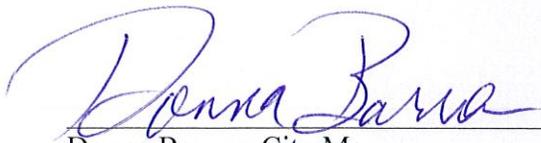
**6.13 OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY OWNER'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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

6.15 This Agreement shall be considered drafted equally by both the City and Owner.

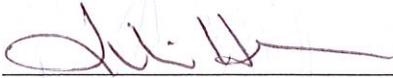
DATED this the 3<sup>rd</sup> day of July, 2017.

**CITY OF LEWISVILLE, TEXAS**



Donna Barron, City Manager

**ATTEST:**



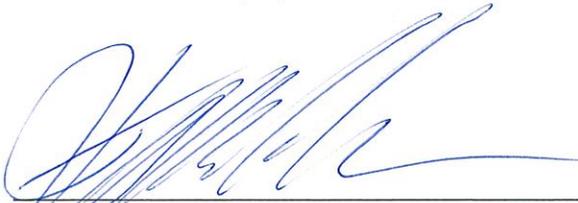
Julie Heinze, City Secretary

**APPROVED AS TO FORM:**



Lizbeth Plaster, City Attorney

**OWNER:** Legacy Point, LLC



Henry Rahmani, Authorized Agent

Attachment "A"  
LEGAL DESCRIPTION

LEGAL DESCRIPTION  
12.293 Acres

BEING all that certain lot, tract or parcel of land situated in the E. Sutton Survey, Abstract Number 1167 in the City of Lewisville, Denton County, Texas, and being part of that certain called 13.81 acre tract of land, described in deed to Allen H. Gibbs, recorded in Volume 915, Page 914 of the Deed Records of Denton County, Texas, and being part of that certain tract of land, described in deed to J.B.W. Higgins, Inc., recorded in Volume 2958, Page 486 of the Deed Records of Denton County, Texas, and being part of Lot 1, Block A, A & B Concrete Addition, an addition to the City of Lewisville, according to the plat thereof, recorded in Cabinet H, Page 50 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the most northerly corner of said 13.81 acre tract, and being the most easterly corner of that certain called 3.564 acre tract of land, described in deed to SWF Realty, Inc., recorded in Volume 835, Page 585 of the Deed Records of Denton County, Texas, and being on the southwesterly line of Union Pacific Railroad (100' ROW);

THENCE S 44°06'40" E, 598.92 with the northeasterly line of said 13.81 acre tract, and the southwesterly line of said Union Pacific Railroad, to a 1/2" capped rebar set (G&A Consultants) at the most northerly corner of that certain called 2.1481 Acre Drainage & Utility Right-of-Way in deed to the City of Lewisville, recorded in Document Number 1994-57368 of the Real Property Records of Denton County, Texas, being N 44°06'40" W, 38.11 feet from the most easterly corner thereof and the most easterly corner of said 13.81 acre tract and the northeast corner of Lot 1, Block A, Delancy Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof, recorded in Cabinet L, Page 291 of the Plat Records of Denton County, Texas, from which a 1/2" rebar found at the southeast corner thereof bears S 44°06'40" E, 308.02 feet;

THENCE with the northwesterly line of said 2.1481 acre tract the following:

S 54°01'25" W, 170.87 feet to a 1/2" capped rebar set (G&A Consultants);

S 48°09'00" W, 122.14 feet to a 1/2" capped rebar set (G&A Consultants);

S 54°01'25" W, 47.50 feet to a 1/2" capped rebar set (G&A Consultants) at a point of curvature of a curve to the left;

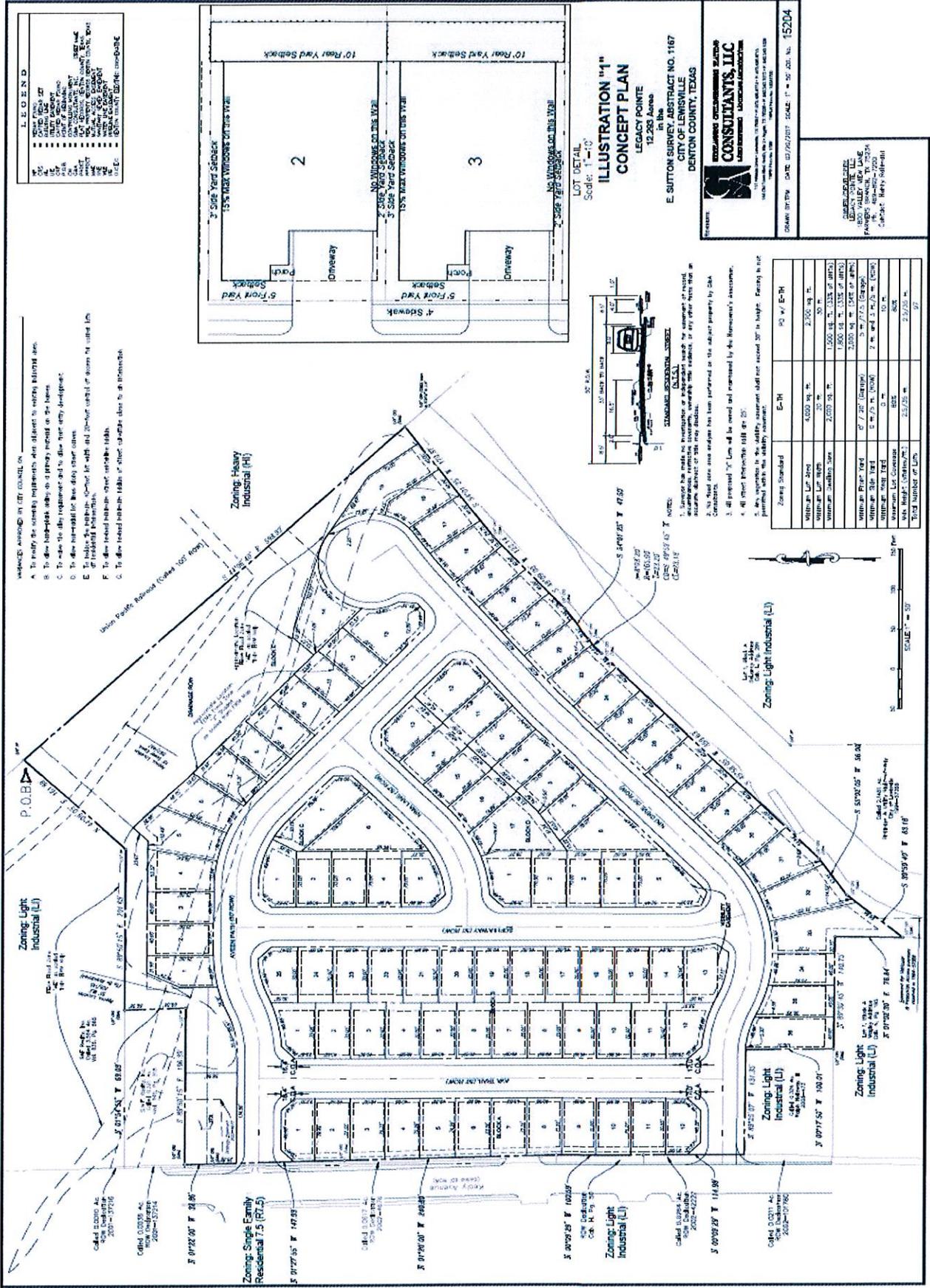
Southwesterly with the arc of said curve, having a radius of 165.00 feet, a central angle of 08°03'20", an arc length of 23.20 feet, and whose chord bears S 49°59'45" W, 23.18 feet to a 1/2" capped rebar set (G&A Consultants);

S 45°58'05" W, 359.63 feet to a 1/2" capped rebar set (G&A Consultants);

S 55°02'05" W, 56.00 feet to a 1/2" capped rebar set (G&A Consultants);

S 39°59'40" W, 83.18 feet (Called 84.79 feet in deed) to a 1/2" capped rebar set (G&A Consultants) at the northwest corner of said 2.1481 acre tract, being on the west line of said 13.81 acre tract, and the east line of Lot 1, Block A, Wagley Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet N, Page 195

# Attachment "B" Development Plan



**LEGEND**

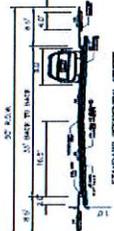
- 1. LOT
- 2. DRIVEWAY
- 3. SIDEWALK
- 4. DRIVEWAY
- 5. SIDEWALK
- 6. DRIVEWAY
- 7. SIDEWALK
- 8. DRIVEWAY
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- 96. DRIVEWAY
- 97. SIDEWALK
- 98. DRIVEWAY
- 99. SIDEWALK
- 100. DRIVEWAY

**ILLUSTRATION "1"  
CONCEPT PLAN**  
LEGACY POINT  
12.289 Acres  
in the  
E. SUTTON SURVEY, ABSTRACT NO. 1167  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

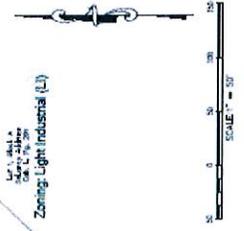
**CONSULTANTS, LLC**  
LANDSCAPE ARCHITECTURE  
11111 Highway 108, Suite 100, Lewisville, TX 75040  
972.382.1111  
www.consultantsllc.com

DATE: 07/20/2017 SCALE: 1" = 50' JOB NO.: 15204

- RECOMMENDED BY CITY COUNCIL ON:
- To verify the accuracy of the information and to obtain a copy of the information.
  - To allow the applicant to make any necessary changes to the information.
  - To allow the applicant to make any necessary changes to the information.
  - To allow the applicant to make any necessary changes to the information.
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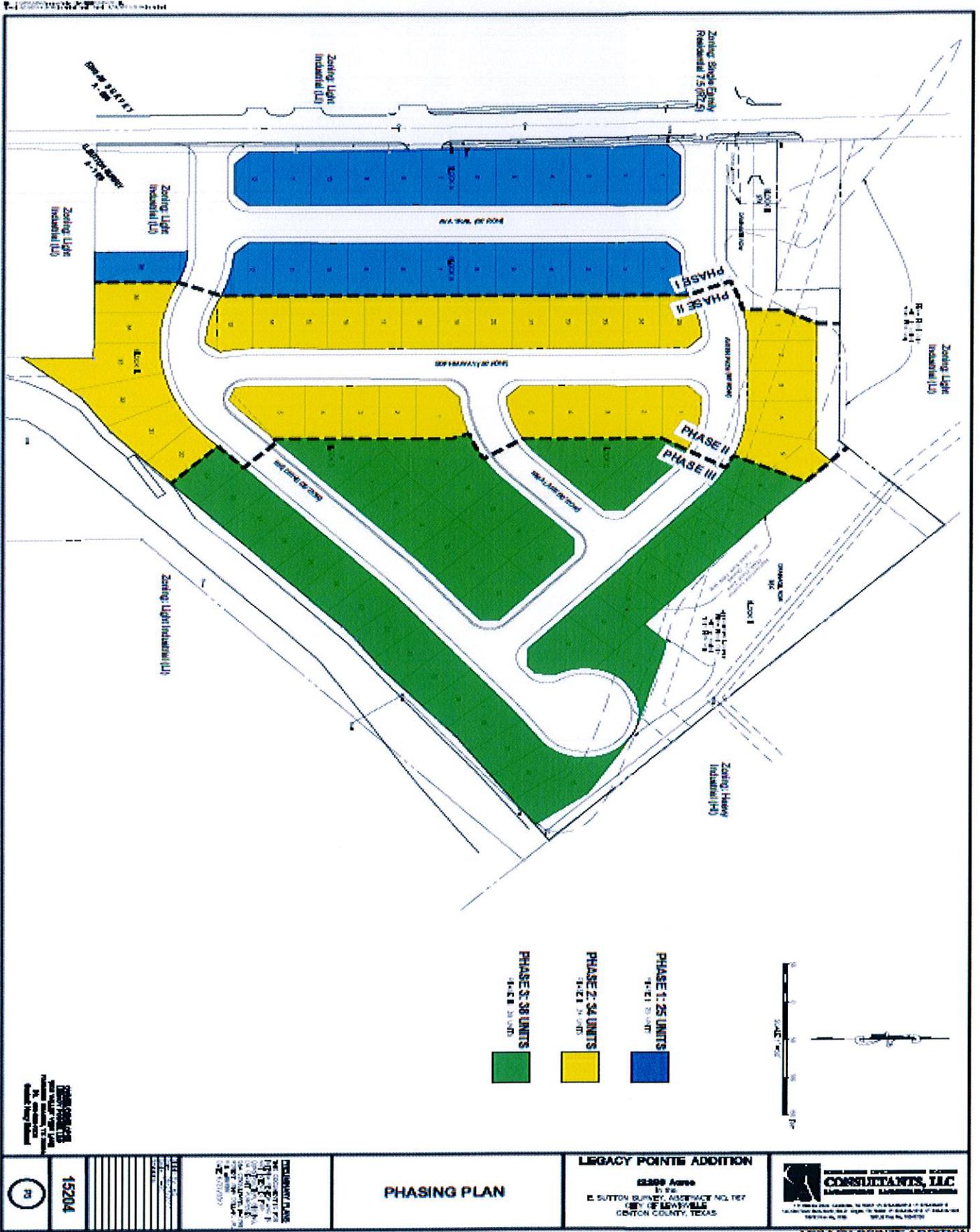


Zoning Standard	E-TN	E-TN w/ E-TN
Minimum Lot Area	4,000 sq. ft.	2,500 sq. ft.
Minimum Lot Width	20' min.	30' min.
Minimum Building Area	2,000 sq. ft.	1,500 sq. ft. (33% of AFD)
Minimum Floor Area	0' / 20' (depth)	2,000 sq. ft. (33% of AFD)
Minimum Building Height	0' / 20' (depth)	2' min. and 3' max. (height)
Maximum Lot Coverage	85%	80%
Maximum Building Height	25' (height)	25' (height)
Minimum Number of Units	2	2



- NOTES:
- All proposed "Y" Lots will be owned and maintained by the Homeowner's association.
  - Any information in this utility agreement shall not be used for any purpose other than that permitted with this utility agreement.
  - Any information in this utility agreement shall not be used for any purpose other than that permitted with this utility agreement.
  - Any information in this utility agreement shall not be used for any purpose other than that permitted with this utility agreement.

# Attachment "C" Phasing Plan



# Location Map - Legacy Pointe



## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** February 5, 2018

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

### BACKGROUND

Darrell Moseley (Bruce Properties), owner of the building at 146 Whatley Ave., is renovating the current building space which is currently occupied by Cobra Brewery a.k.a. Old Town Brewery. The owner is projected to spend at least \$44,571 on exterior renovations and \$3,000 for fencing on the east side of the property. Other improvements include a 20' x 36' pergola and gooseneck lighting. The proposed agreement provides for a grant where the City will reimburse Bruce Properties for certain actual expenses not to exceed \$12,363.60. The design was approved by OTDRC on September 25, 2017.

### ANALYSIS

The agreement calls for the City to reimburse the owner for qualifying actual expenses after successful completion of the work. These expenses include:

- Façade/Exterior Renovations estimated at \$44,571
- Fencing costs estimated at \$3,000

The total reimbursement will not exceed \$12,363.60

### RECOMMENDATION

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

# Aerial Map - 146 Whatley Ave.



## ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Lewisville, Texas, a home rule municipality duly acting by and through its City Manager ("City") and Bruce Properties ("Company"), collectively referred to as Parties ("Parties").

### WITNESSETH:

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

**WHEREAS**, the Policy Statement constitutes appropriate guidelines and criteria governing economic development agreements to be entered into by the City as contemplated by Chapter 380; and

**WHEREAS**, the City has determined that said Policy Statement and the Agreement contain sufficient controls to ensure that the public purposes outlined herein are carried out in all transactions involving the use of public funds and resources in the establishment and administration of the Program; and

**WHEREAS**, in order to maintain and/or enhance the commercial economic base of the Lewisville area to the long-term interest and benefit of the City, in accordance with Chapter 380, the City desires to enter into this Agreement; and

**WHEREAS**, the City desires to enhance Old Town Lewisville as a local and regional destination for dining and entertainment by encouraging the revitalization of Old Town properties including food service, retail, and entertainment establishments in Old Town; and

**WHEREAS**, the Company currently owns property at 146 Whatley Avenue, including improvements, further shown in Attachment "A", attached hereto and made a part hereof ("Property"); and

**WHEREAS**, the City desires to see the Property developed in a manner that is visually compatible with other structures in Old Town Lewisville; and

**WHEREAS**, the Company agrees to develop the Property in a manner consistent with the Construction Plans, as hereinafter defined; and

**WHEREAS**, the City desires to provide, pursuant to Chapter 380, an incentive to the Company to develop the Property in a manner that is beneficial to the City and its residents; and

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to Chapter 380; and

**WHEREAS**, on the \_\_\_\_ day of \_\_\_\_\_ 2018, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to Chapter 380; and

**WHEREAS**, the City finds that the administration of an economic development agreement to provide incentives to the Company in return for updating the Property would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose.

**NOW THEREFORE**, the City, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the enhancement of Old Town Lewisville both aesthetically and as a destination for dining and entertainment, which contributes to the economic development of the City and the enhancement of the tax base in the City, the Parties hereto do mutually agree as follows:

## **ARTICLE I TERM**

1.1 This Agreement shall be effective upon execution by both Parties (“Effective Date”) and shall continue until Substantial Completion, as hereinafter defined, unless terminated earlier in accordance with this Agreement (the “Term”).

## **ARTICLE II DEFINITIONS**

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

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

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

“**Company**” shall have the meaning set forth in the introductory paragraphs of this Agreement.

**“Construction Costs”** shall mean the actual expenses of the Property Improvements, including, but not limited to: hard construction, construction equipment charges, and the costs of construction materials and the delivery thereof.

**“Construction Plans”** shall mean a City-approved construction plan for the Property Improvements, attached hereto as Attachment “B”.

**“Effective Date”** shall mean the date established in Article I of this Agreement.

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

**“Grant”** shall have the meaning set forth in Article IV.

**“Proof of Payment”** shall mean adequate documentation to demonstrate that Construction Costs have been paid by the Company, and shall include copies of cleared checks or credit card or bank statements, attached to contractor invoices signed and dated by both the Company and the contractor, or equivalent documentation as agreed to by the City. The City shall have the right to reject any Proof of Payment it deems inadequate.

**“Property”** shall have the meaning set forth in the introductory paragraphs of this Agreement.

**“Property Improvement(s)”** shall mean all improvements to the Property fully described in Attachment “B”, including construction, renovation, and/or installation of the front façade, rear façade, and fencing on the Property.

**“Substantial Completion”** shall mean the issuance of a certificate of occupancy for the Property Improvements by the City.

**“Term”** shall have the meaning given in Article I, above.

**ARTICLE III  
GENERAL PROVISIONS**

3.1 As soon as practical after the Effective Date of this Agreement, the Company shall commence construction of the Property Improvements on the Property in accordance with the Construction Plans (Attachment "B"). The Company shall reach Substantial Completion within twenty-four (24) months from the Effective Date of this Agreement.

3.2 If the Company fails to meet Substantial Completion within twenty-four (24) months from the Effective Date and the failure is due to Force Majeure or the City determines that substantial progress has been made toward Substantial Completion, additional time to reach Substantial Completion may be granted by the City, at the City's sole discretion.

**ARTICLE IV  
ECONOMIC DEVELOPMENT INCENTIVE**

4.1 Grant. Upon Substantial Completion, the City shall provide to the Company a grant in an amount equal to a portion of the Construction Costs as outlined in Table A, below, not to exceed \$12,363.60 (the "Grant"). In no case shall the Grant exceed actual Construction Costs for either portion of the Property Improvements as outlined in Table A, below.

<b>Detail</b>	<b>Projected Construction Costs</b>	<b>Maximum Disbursement from the Grant</b>
Front and Back Façades	\$44,571.00	\$11,163.60
Fence	\$3,000.00	\$1,200.00

4.2 Payment. Upon Substantial Completion, the Company may submit a written request for payment of the Grant, along with Proof of Payment, to the City's Office of Economic Development. The payment request with attached Proof of Payment shall be submitted no later than forty-five (45) days after the date of Substantial Completion. **Failure to timely submit the payment request may delay or void the Grant at the City's discretion.** If Proof of Payment presented by the Company is deemed inadequate by the City, the Company shall have until either ten (10) business days after notice from the City or forty-five (45) days after Substantial Completion, whichever is later, to cure, or the attached payment request shall not be accepted. The

Grant shall be disbursed by the City within thirty (30) days after the Company submits the Company's payment request with attached Proof of Payment. At the time the payment request is submitted, the Company shall submit a signed Certification Statement (Attachment "C"), copies of all building permits, and inspection documentation.

## **ARTICLE V AGREEMENT CONDITIONS**

5.1 Minimum Investment Condition. Before Substantial Completion, the Company shall invest, at a minimum, in the Property Improvements, as listed:

Front and Back Façades:	\$44,571.00
Fence:	\$3,000.00

## **ARTICLE VI TERMINATION**

This Agreement may be terminated upon any one of the following:

1. By written agreement of the Parties;
2. Expiration of the Term;
3. By either party in the event the other party breaches any of the terms or conditions of this Agreement, including a breach of the Minimum Investment Condition in Article V, and such breach is not cured within sixty (60) days after written notice thereof, unless another cure period is specified;
4. By City, if the Company suffers an Event of Bankruptcy;
5. By City, if any taxes, assessments or payments owed to the City or the State of Texas on the Property become delinquent and are not cured within sixty (60) days after written notice thereof (provided, however the Company retains the right to timely and properly protest and contest any such taxes or assessments); and
6. As otherwise stated within this Agreement.

In the event the Agreement is terminated by the City pursuant to Sections (3), (4), (5), or (6) of this Article, the Company shall pay back, within sixty (60) days of receiving written notice from the City, any Grant funds received up to the date of termination.

## **ARTICLE VII**

## MISCELLANEOUS

6.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by the Company unless written permission is first granted by the City and unless the Company's assignee agrees to be bound by all terms and conditions of this Agreement. It is understood and agreed between the Parties that the Parties, in performing their obligations thereunder, are acting independently, and neither party assumes responsibility or liabilities in connection therewith to third parties.

6.2 The Company further agrees that the City and its agents and employees shall have reasonable rights of access to the Property during the Term of this Agreement to inspect the Property and Property Improvements in order to ensure that the construction/installation of the Property Improvements is in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, provided that with respect to access to the Property under the terms of this Agreement, the City must give the Company reasonable prior telephone or written notice of any such inspection, and a representative of the Company shall have the right to accompany the agent or employee of the City who is conducting such inspection. The City represents and warrants that the Property does not include any property that is owned by a member of the City Council having responsibility for the approval of this Agreement.

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

**For City by notice to:**

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

**For Company by notice to:**

Darrell Mosceley  
Bruce Properties  
903 S. Mill  
Lewisville, TX 75057

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

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

6.5 This Agreement may be modified or rescinded only by a written instrument signed by both of the Parties or their duly authorized agents.

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

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

**CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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

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

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

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

**SIGNATURE PAGE(S) FOLLOW**

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

**CITY OF LEWISVILLE, TEXAS**

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

**ATTEST:**

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

**APPROVED TO FORM:**

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

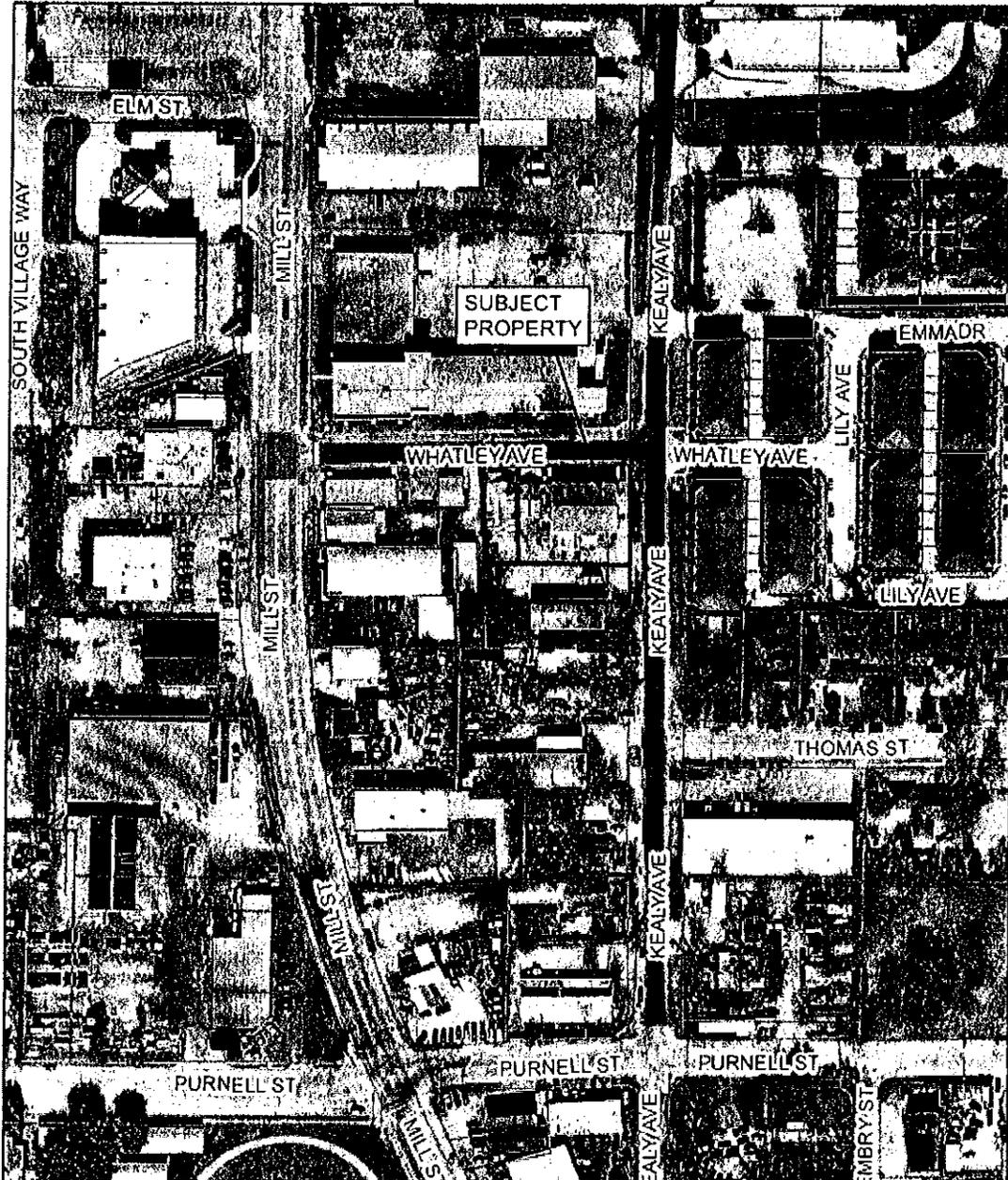
**COMPANY:**

**BRUCE PROPERTIES**

By: Darrell B. Mosely  
Name: DARRELL B. MOSELEY  
Title: OWNER

Attachment "A"  
Property Location Map

Aerial Map - 146 Whatley Ave.



Attachment "B"  
CONSTRUCTION PLANS

146 Whatley Ave.—Cobra Brewery

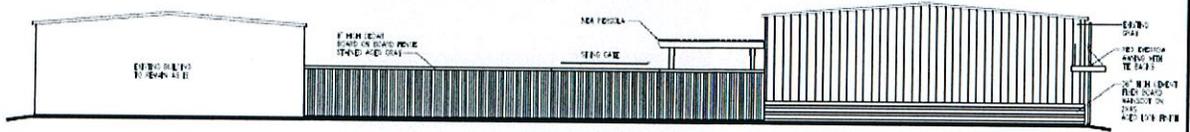
**NORTH ELEVATION**

Scale: 1/8"=1'-0"



**EAST ELEVATION**

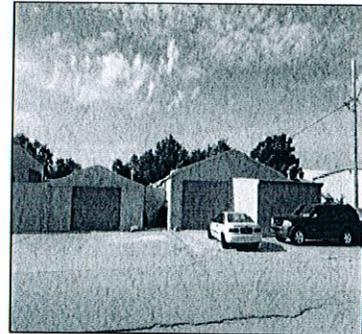
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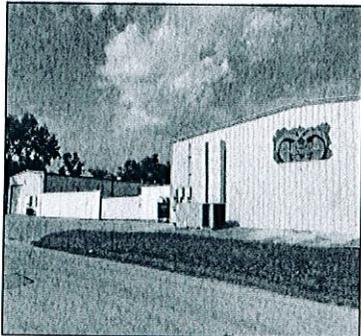
EXISTING BLDG - NORTH



EXISTING BLDG - NORTH



EXISTING BLDG - NORTH



EXISTING BLDG - EAST



EXISTING BLDG - EAST



FINISHING TECHNIQUE FOR CEMENT FIBER SIDING

Attachment "C"

**CITY OF LEWISVILLE  
OFFICE OF ECONOMIC DEVELOPMENT  
PAYMENT CERTIFICATION STATEMENT**

I, DARRELL B. MOSELEY, as owner of the property at 146 Whatley and party to the Economic Development Agreement set forth between the City of Lewisville and Bruce Properties, do certify that the attached approved charges for reimbursement were incurred solely for the purposes of renovations in accordance with the attached Agreement and that the charges are true and correct to the best of my knowledge.

Signed:

Darrell B. Moseley

Company-Name

BRUCE PROPERTIES

Date:

1/22/18

Contact Information:

Phone:

Address:

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Wayne Snell, Director of Neighborhood and Inspection Services

**DATE:** January 23, 2018

**SUBJECT:** **Approval of a Resolution Authorizing an Addendum to the Agreement Between the City of Lewisville and Giving Hope, Inc.; and Authorization for the City Manager to Execute the Addendum.**

### **BACKGROUND**

In June of 2016 the Denton County Homeless Coalition was not awarded Emergency Solutions Grant funding for the 2016 Fiscal Year. The cities of Lewisville, Denton, and Denton County, allocated one-time funding to mitigate the impact of losing these funds. The City of Lewisville City Council approved \$164,500 on November 21, 2016 to be distributed to the various agencies throughout the year. Giving Hope, Inc. was allocated \$15,500 from the City to fund staffing for Homeless Management Information System (HMIS) and Street Outreach. During FY16, Giving Hope, Inc. had a massive staff turnover and their reimbursement requests were put on hold. They began requesting funding again; however, this left \$8,514.79 in allocated funds at the end of the fiscal year. Giving Hope, Inc. has requested a contract extension to continue using those funds in FY17. It was determined the remaining funds would best be used in homeless prevention and rapid re-housing. These changes require a contract addendum and extension.

### **ANALYSIS**

Because other funding sources can be used for HMIS, Giving Hope, Inc. will use the remaining funding to assist Lewisville residents with homeless prevention and rapid re-housing. Homeless Prevention usually includes case management and short term rental assistance. Rapid Re-housing includes case management and medium term rental assistance including rent deposits and other fees. The addendum would allow funds to be used for the project by September 30, 2018.

### **RECOMMENDATION**

It is City staff's recommendation that the City Council approve the resolution and authorize the City Manager to execute the addendum.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO EXTEND AND REVISE THE FUNDING AGREEMENT WITH GIVING HOPE, INC., A RECIPIENT OF HOMELESS SERVICES FUNDING.**

**WHEREAS**, the City of Lewisville approved the FY 2016-2017 City Budget which included an allocation to provide essential human services to homeless Lewisville residents and to residents that would otherwise become homeless without such assistance; and

**WHEREAS**, Giving Hope, Inc. received Homeless Services funding as a recipient through an agreement with the City by action of the Lewisville City Council through the passage and approval of Resolution No. 4336-11-2016 on November 21, 2016; and

**WHEREAS**, this funding has not been completely expended by Giving Hope, Inc., requiring amendments to the funding agreement;

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

**SECTION 1.** The City Manager is authorized to execute an addendum to the funding agreement extending the term and revising the budget as shown in Exhibit A attached hereto on behalf of the City of Lewisville, Texas with Giving Hope, Inc.

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

Page 2

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF LEWISVILLE,  
TEXAS, ON THIS THE 5<sup>th</sup> DAY OF FEBRUARY, 2018.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

THE STATE OF TEXAS  
COUNTY OF DENTON

**ADDENDUM TO THE AGREEMENT BETWEEN THE  
CITY OF LEWISVILLE, TEXAS AND  
GIVING HOPE INC.**

This agreement (the “Addendum”) is hereby entered into by and between the City of Lewisville, Texas, a Home Rule Municipal Corporation (as the “City”) and GIVING HOPE INC. (the “Agency”) is an addendum to the funding agreement entered into between the Agency and the City on November 21, 2016 (the “Agreement,” attached as **Exhibit C**).

**WHEREAS**, the City entered into the Agreement (**Exhibit C**) to engage the Agency to operate a Homeless Services Program for the citizens of Lewisville; and

**WHEREAS**, the City intends that funds administered by the Agency under the Agreement and this Addendum be used in a manner consistent with the Emergency Solutions Grants Program (ESGP) as administered by the Texas Department of Housing and Community Affairs; and

**WHEREAS**, the City had provided assistance in the amount of \$15,500 in its budget for funding the Agency, of which \$8,514.79 remains unspent; and

**WHEREAS**, the City wishes to broaden the scope of the Agreement in order to allow the Agency to provide additional services with the funds provided therein; and

**WHEREAS**, due to delays, the Agency was not able to use the grant funds per Section II “Time of Performance”; and

**WHEREAS**, the Program Timeline needs to be amended to allow the Agency to spend the entirety of the funds granted by the Agreement; and

**WHEREAS**, the City has determined that Section II (Scope of Services), Section V (Time of Performance) and Attachment A (Program Budget) of the Agreement should be amended in order to achieve program goals by funding rental assistance;

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

**I. AMENDMENT OF AGREEMENT**

- A. Section II of the Agreement, “Scope of Services,” is hereby amended to add the following:

“C. Homeless Prevention Activities - Housing relocation and stabilization services and short-term and medium-term rental assistance necessary to prevent the individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2. These services generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirements, see 24 CFR 576.103, 576.105, and 576.106.

- a. The Agency will serve a minimum of 2 unduplicated Lewisville residents.
- b. Eligible, reimbursable program costs are limited to those items listed in Attachment A – Program Budget.

D. Rapid Re-Housing Activities - Housing relocation and stabilization services and short-term and medium-term rental assistance as necessary to help individuals or families living in an emergency shelter or other place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2 move as quickly as possible into permanent housing and achieve stability in that housing. These services generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirements, see 24 CFR 576.104, 576.105, and 576.106.

- a. The Agency will serve a minimum of 1 unduplicated Lewisville residents.
- b. Eligible, reimbursable program costs are limited to those items listed in Attachment A – Program Budget.”

- B. Section V of the Agreement, “Time of Performance,” is hereby deleted in its entirety and replaced with the following:

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

NOVEMBER 21, 2016 THROUGH JUNE 30, 2018”

C. Attachment A of the Agreement, "Program Budget," is hereby deleted in its entirety and replaced with the following:

Amended Program Budget: **Giving Hope, Inc.**

Agency Eligible Activities	Original Activity Funding	Amended Eligible Expenses	Amount
Street Outreach	\$4,320.00	Street Outreach Case Worker	\$2,092.68
HMIS	\$11,180.00	Collect and enter data into the HMIS System	\$3,086.00
Homeless Prevention/Rapid Re-Housing (2017)		Tenant-based Rental Assistance and Rental Assistance (2017)	\$1,806.53
Homeless Prevention/ Rapid Re-Housing (2018)	\$0	Projected Tenant-based Rental Assistance (2018) Rental Assistance for 3 or more households (\$850/mo.* x 10 months)	\$ 8,514.79
		* monthly rent is an average for budgeting and can vary for each client	
<b>Total</b>	<b>\$ 15,500.00</b>		<b>\$ 15,500.00</b>

**IN WITNESS THEREOF**, the parties do hereby affix their signatures and enter into this funding agreement as of the 5<sup>th</sup> day of February, 2018.

CITY OF LEWISVILLE, TEXAS

GIVING HOPE INC.

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

BY: \_\_\_\_\_  
Tyheshia Scott  
EXECUTIVE DIRECTOR

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

APPROVED AS TO FORM:

---

Lizbeth Plaster, CITY ATTORNEY

Exhibit C  
(attach pdf of original agreement)

Resolution No. 4336-11-2016 (R)

THE STATE OF TEXAS  
COUNTY OF DENTON

**AGREEMENT BETWEEN THE  
CITY OF LEWISVILLE, TEXAS AND  
GIVING HOPE INC.**

This agreement is hereby entered into by and between the City of Lewisville, Texas, a Home Rule Municipal Corporation, (hereinafter referred to as City) and GIVING HOPE INC. (hereinafter referred to as Agency);

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

**WHEREAS**, the City intends that funds administered by the Agency under this agreement be used in a manner consistent with the Emergency Solutions Grants Program (ESGP) as administered by the Texas Department of Housing and Community Affairs; and

**WHEREAS**, the City has determined that the Agency merits assistance and has provided for \$15,500 in its budget for funding the Agency;

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

**I. PROGRAM SUMMARY**

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

- (1) to operate a Homeless Services Program identical in nature and operations to the ESGP; and
- (2) use City funds in a manner consistent with the eligible activities of the ESGP as further described in Section II – Scope of Services.

CITY SECRETARY OFFICE  
OFFICIAL FILE COPY

## **II. SCOPE OF SERVICES**

A. Homeless Management Information Services Activities - Services related to the Homeless Management Information System (HMIS) and comparable database costs, as specified at 24 CFR 576.107.

- a. The Agency will collect and enter data as needed to track services and report client demographics and services to the HMIS system supported by the Texas Homeless Network, Balance of State Collaborative. The Agency will also support the HMIS system on behalf of other participants.
- b. Eligible, reimbursable program costs are limited to those items listed in Attachment A – Program Budget.

B. Street Outreach Activities - Essential services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. These services generally consist of engagement, case management, emergency health and mental health services, and transportation. For specific requirements, see 24 CFR 576.101.

- a. The Agency will serve a minimum of 20 unduplicated Lewisville residents.
- b. Eligible, reimbursable program costs are limited to those items listed in Attachment A – Program Budget.

## **III. OUTCOME MEASURES**

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

The following objective and outcome designated for GIVING HOPE INC. will be used by the City in reporting public service activity:

1. Objective – Decent Housing
2. Outcome – Accessibility

## **IV. OBLIGATIONS OF AGENCY**

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

- A. It will establish, operate, and maintain an account system for this program that will allow for a tracking of funds and a review of the financial status of the program.

CITY SECRETARY OFFICE  
OFFICIAL FILE COPY

## **VII. EVALUATION**

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

- A. Program Expense Report
- B. Client Services Summary Report
- C. Request for Reimbursement
- D. Other reports consistent with the administration of ESGP funding as administered by the Texas Department of Housing and Community Affairs.

## **VIII. SUSPENSION OR TERMINATION**

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

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

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

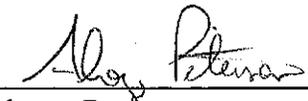
Either party may terminate this agreement upon giving the other party sixty (60) days written notice of such termination. In case of termination, the Agency will remit to the City any unexpended City funds. Acceptance of these funds shall not constitute a waiver of any claim the City may otherwise have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

**IN WITNESS THEREOF**, the parties do hereby affix their signatures and enter into this funding agreement as of the 21<sup>st</sup> day of November, 2016.

CITY OF LEWISVILLE, TEXAS

GIVING HOPE INC.

BY:   
Donna Barron  
CITY MANAGER

BY:   
Dr. Alonzo Peterson  
EXECUTIVE DIRECTOR

ATTEST:   
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

  
Lizbeth Plaster CITY ATTORNEY

**Attachment A – Program Budget**

Program Budget: Giving Hope Inc.			
Agency Eligible Activities	Activity Funding	Eligible Expenses	Amount
HMIS	\$ 15,500	Homeless Management Information System	
		Data Entry Specialist (\$12/hr)	
		Support other HMIS users 0.3 FTE (\$12 x 12hr/wk x 45)	\$ 6,480
		Training and HMIS licenses	\$ 4,700
Street Outreach	\$ 3,600	Street Outreach	\$ 4,320
		Case worker (\$30,000 x 0.15 FTE)	
<b>Total</b>	<b>\$ 15,500</b>		<b>\$ 15,500</b>

Amended Program Budget: **Giving Hope, Inc.**

Agency Eligible Activities	Original Activity Funding	Amended Eligible Expenses
Street Outreach	\$4,320.00	Street Outreach Case Worker
HMIS	\$11,180.00	Collect and enter data into the HMIS System
Homeless Prevention/Rapid Re-Housing (2017)		Tenant-based Rental Assistance and Rental Assistance (2017)
Homeless Prevention/ Rapid Re-Housing		Tenant-based Rental Assistance
		Rental Assistance for 3 or more households
		(\$850/mo* x 10 months)
		* monthly rent is an average for budgeting and
		can vary for each client
Total	\$ 15,500.00	

<b>Amount</b>	
	\$2,092.68
	\$3,086.00
	\$1,806.53
\$	8,514.79
	\$15,500.00

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** January 2018

**SUBJECT:** **Approval of Interlocal Agreement with UNT regarding Usage of LLELA**

### BACKGROUND

The City Council adopted the Lewisville 2025 Plan on July 14, 2014. The plan includes nine Big Moves which represent special areas of focus that will have the greatest impact in moving Lewisville forward as a leader in the State of Texas. Big Move #1, the Green Centerpiece, contains principles and actions steps that take advantage of Lewisville Lake, its floodway and the Lewisville Lake Environmental Learning Area (LLELA) to give our community a natural open space at the center of the community. A key action step under Big Move #1 was the creation of the Green Centerpiece Master Strategy for the operation and development of LLELA, Lake Park and the surrounding areas.

Development of the master strategy began in 2015 with the guidance of Karen Walz of Strategy Community Solutions and the involvement of the operating partners at LLELA including LISD, UNT and the Corps of Engineers. During the development of the master strategy, the City of Lewisville was added to the LLELA lease and assumed significant responsibility for managing the area. When the City committed to manage the entry booth at LLELA and fund two staff members to coordinate/provide educational programs as a part of the partnership, separate agreements were established with LISD and UNT to provide continued access to LLELA for educational purposes and establish a fee schedule for that use to help support the operations of LLELA. The agreements were executed in 2016.

As the partnership has progressed, each entity has adopted the master strategy and committed to working towards a unified vision for LLELA. One of the most significant guiding principles and action steps of the master strategy is the development of a Nature Center to be managed by Audubon Texas. The organization conducted a feasibility study in 2016 and produced a report that details the potential impact of the nature center, potential operating structures and budgets for the facility, as well as fundraising objectives and goals.

### ANALYSIS

Several questions have come up related to funding of staff and the student entrance fee. City staff will be meeting with the LLELA partners over the next two months. The interlocal agreement will be brought back to the City Council at the April 16<sup>th</sup> meeting as part of an overall LLELA project update.

**RECOMMENDATION**

City staff recommends that the agreement be tabled to the April 16, 2018 City Council Meeting.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEWISVILLE AND THE  
UNIVERSITY OF NORTH TEXAS FOR ACCESS TO AND USE OF LEWISVILLE  
LAKE ENVIRONMENTAL LEARNING AREA FACILITIES**

This Interlocal Agreement (“Agreement”) is entered into by and between the City of Lewisville (“City”) and University of North Texas (“UNT”) (jointly, the “Parties”). The Parties execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act.

**WHEREAS**, the Parties wish to confirm the intentions and understanding of City and UNT regarding the usage and stewardship of the property known as Lewisville Lake Environmental Learning Area (“LLELA”), located at 201 East Jones Street, Lewisville, Texas; and

**WHEREAS**, the Parties intend that this Agreement should establish clear and equitable procedures for use of LLELA lands and facilities by researchers, students and the general public, and for payments to cover the costs associated with that use;

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

**OBLIGATIONS OF PARTIES**

A. Both Parties shall:

1. Abide by terms established in the USACE Lease Agreement (attached hereto as **Exhibit A**), as it now exists or may be amended, for the use of LLELA lands and facilities, and abide by all pertinent federal, state, and local laws and regulations.
2. Adopt, through their respective governing bodies, the Green Centerpiece Master Strategy (attached hereto as **Exhibit B**), as it now exists or may be amended.
3. Plan and execute action items as assigned in the Green Centerpiece Master Strategy (**Exhibit B**).
4. Establish a designated liaison and provide contact information for that liaison to the other Party.
5. Attend an annual review meeting to review annual usage of LLELA by UNT, discuss progress of Green Centerpiece Master Strategy action items, and plan for subsequent school years.

B. The City shall:

1. Manage UNT access to LLELA, through gate houses and access points.
2. Manage and support UNT recreational and educational activities at LLELA, as needed.
3. Set fee schedule and collect fees for access to and use of LLELA through City Council action in accordance with the guidelines set forth in the USACE Lease Agreement (**Exhibit A**). All fees collected by the City shall be deposited in a separate account for use at LLELA only.
4. Work with designated contact at UNT to:
  - a. Coordinate class and research activities and issue passes for entry.

- b. Provide support for UNT-led education programs including development or refreshing of curriculum.
  - c. Coordinate volunteer activities for UNT student groups.
  - d. Provide marketing/informational material regarding LLELA for UNT publications or mass distribution efforts.
  - e. Coordinate annual review meeting.
  - f. Provide four (4) complimentary annual passes for UNT use.
  - g. Coordinate efforts among UNT, LISD and the City to create and conduct pre/post-visit surveys to determine impact visiting LLELA has on students.
5. Submit annual billing for LLELA use as outlined in the “Fees” section, below, to UNT’s designated liaison no later than December 1 of each year.

C. UNT shall:

1. Manage environmental research activities including prairie and habitat restoration efforts.
2. Commit to bringing at least 1,200 students, faculty, and staff members to LLELA each school year.
3. Work with designated liaison for the City to:
  - a. Coordinate LLELA activities, dates, and times no later than 30 days prior to beginning of semester.
  - b. Identify students and faculty who need passes for on-going research.
  - c. Connect and engage with Audubon Society as negotiated by the City.
  - d. Coordinate volunteer activities for UNT student groups.
  - e. Distribute marketing/information material regarding LLELA to UNT students, parents and stakeholders.
  - f. Coordinate annual review meeting as required by B.4.e of this Agreement.
  - g. Develop a list of four faculty and staff members requiring an annual pass.
  - h. Assist with distribution and collection of surveys to determine impact visiting LLELA has on students.
4. Make annual payment to the City as outlined in the “Fees” section, below.

### **FEES**

UNT shall make an annual payment of \$3,900 to the City for access to and use of LLELA as described in this Agreement. Additional access to and use of LLELA beyond what is described in this Agreement shall be billed separately, in compliance with the fee schedule established by the City. Usage and types of services provided should be reviewed and renegotiated if necessary during the annual review meeting.

### **TERM**

The term of this Agreement shall commence on the date signed by the last signatory party. This Agreement shall remain in effect until the opening of a Nature Center at LLELA, unless terminated

sooner in accordance with the provisions identified in the Termination section of this Agreement. The term may be extended through mutual agreement of the parties to the Agreement.

### **REPRESENTATIONS AND WARRANTIES**

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

### **RELATION OF THE PARTIES**

City and UNT agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. City understands and agrees that City, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents and/or representatives of UNT, and UNT understands and agrees that UNT, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents and/or representatives of City.

City and UNT acknowledge and agree that neither party waives any sovereign or governmental immunity available to it under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither party waives any immunity or defense that would otherwise be available to it against claims by third parties.

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

### **TERMINATION**

Termination may occur at expiration of the term of this Agreement as identified herein or when either party provides thirty (30) days' written notice to the other party of its intent to terminate its performance of obligations under this Schedule.

### **NOTICE**

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

Notice to City:

ATTN: Donna Barron  
City Manager  
City of Lewisville  
151 W. Church Street  
Lewisville, Texas 75057

Notice to UNT:

ATTN: Dr. Tom McCoy  
Vice President  
Research and Economic Development  
1155 Union Circle #310979  
Denton, Texas 76203

**AMENDMENT**

This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**SIGNATORIES**

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

**CITY OF LEWISVILLE**

**UNIVERSITY OF NORTH TEXAS**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~\_\_\_\_\_~~  
Gate 2- Key  
~~\_\_\_\_\_~~

LEASE NUMBER DACW63-1-98-0555

DEPARTMENT OF THE ARMY

LEASE FOR

FISH AND WILDLIFE MANAGEMENT, ENVIRONMENTAL RESEARCH,

ENVIRONMENTAL EDUCATION, AND HABITAT RESTORATION

LEWISVILLE LAKE

DENTON COUNTY, TEXAS

THIS LEASE is made on behalf of the United States, between the SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, and Texas A&M University, University of North Texas, Texas Woman's University, and Lewisville Independent School District, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby grants to the Lessee, the land and water areas containing approximately 2,101 acres more or less under the primary jurisdiction of the Department of the Army as identified in Exhibits A and B, attached hereto and made a part hereof, hereinafter referred to as the premises, for fish and wildlife management, environmental research, environmental education and habitat restoration purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby granted for a term of 25 years, beginning 1 October 1997 and ending 30 September 2022.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to Lewisville Lake Environmental Learning Area, Route 3, Box 446, Lewisville, Texas 76056-9720, and, if to the United States, to the District Engineer, ATTN: Chief, Real Estate Division, P.O. Box 17300, Fort Worth, Texas 76102-0300, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as

aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

#### 4. AUTHORIZED REPRESENTATIVES INCLUDED

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include its successors, employees and duly authorized representatives.

#### 5. DEVELOPMENT PLAN

a. The Lessee shall be guided by a Fish and Wildlife Development and Management Plan (Development Plan), attached as Exhibit C, which shows the facilities and management and development activities to be undertaken by the lessee and any sublessee. The lessee shall provide a copy of any amendment to the Development Plan before proceeding to implement any changes in the development or management of the leased premises. The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer.

B. During the term of the lease, the District Engineer will notify the lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

#### 6. ANNUAL MANAGEMENT PLAN

The grantee shall administer the premises in accordance with an Annual Management Plan, which shows the management and development activities to be undertaken by the grantee. No later than the first of September of each year, the grantee will submit the Annual Management Plan to be mutually agreed upon between the grantee and the said officer. Such Annual Management Plan shall include but is not limited to the following:

a. Plans for management, maintenance, and development activities to be undertaken by the grantee or jointly by the Corps of Engineers and the grantee which shall include plans for any proposed structures and improvements.

b. The type of wildlife covers to be cultivated, if any.

c. The area designated for various species of fish and wildlife propagation.

#### 7. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to accomplish the purposes of this lease. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the condition on RESTORATION.

*Follow*

## 8. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, water supply, sanitation, and use of pesticides. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. ' 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises, if any, have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

## 9. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

## 10. FISH AND WILDLIFE ACTIVITIES

a. The lessee may plant or harvest crops, either directly, by service contract, by sharecrop agreements with local farmers, or by agricultural agreements to provide food and/or habitat for wildlife and for the development and conservation of land, fish and wildlife, forests, and other natural resources. Where feasible, contracts and agreements with third parties shall be by competitive bid procedures.

b. Any lands not being managed by the lessee for wildlife habitat restoration, environmental research, and environmental education will be made available for lease by the District Engineer for agricultural or grazing purposes under conditions which would not be incompatible with the lessee's use of the premises.

c. The Lessee may take, trap, remove, stock or otherwise control all forms of fish and wildlife on the premises, and may place therein such additional forms of fish and wildlife as it may desire from time to time, and shall have the right to close the area or any parts thereof from time to time, to fishing, hunting or trapping, provided that the closing of any area to such use shall be consistent with the state laws for the protection of fish and wildlife, environmental research, environmental education, and wildlife habitat restoration.

## 11. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease, nor sublet the demised premises

or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. Agreements covered by the condition on FISH AND WILDLIFE ACTIVITIES are not subject to this condition.

#### 12. ACCOUNTS, RECORDS AND RECEIPTS

a. All monies received by the Lessee from operations conducted on the premises may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall provide an annual statement of receipts and expenditures to the District Engineer. The District Engineer shall have the right to perform audits of the Lessee's records and accounts.

b. Payment of direct expenses is authorized for planning and development of optimum wildlife habitat including planting of wildlife food plots, necessary timber clearing, erosion control or habitat improvements such as shelter, restocking of fish and wildlife, and protection of endangered species. Payment of Lessee's employees who are directly engaged in such activities at the project is also authorized. However, proceeds will not be used for the payment of general administrative expenses.

#### 13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Engineer, or, at the election of the District Engineer, reimbursement may be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Engineer.

#### 14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government work; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee.

#### 15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights

and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

#### 16. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefor, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

#### 17. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. ' 2000d); the Age Discrimination Act of 1975 (42 U.S.C. ' 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7.

#### 18. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

#### 19. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally-owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

#### 20. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee is charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This lease may be revoked in the event the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving thirty (30) days prior written notice to the United States in the manner prescribed in the condition on NOTICES.

#### 21. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean and safe condition.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the District Engineer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

#### 22. PUBLIC USE

No attempt shall be made by the Lessee to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee under this lease to manage the premises and provide safety and security to the visiting public.

## 23. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Annual Management Plan described in the conditions on Development Plans and Annual Management Plan. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

## 24. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c. (2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

(i) A senior company official in charge at the Lessee's location involved; or

(ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the District Engineer.

## 25. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticide or herbicides are applied to the premises.

#### 26. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances attached hereto and made a part hereof as Exhibit D. Upon expiration, revocation or termination of this lease, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the District

Engineer in determining any environmental restoration requirements. Any such requirements will be completed by the lessee in accordance with the condition on RESTORATION.

#### 27. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

#### 28. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

#### 29. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 30. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

31. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

32. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

IN WITNESS WHEREOF I have hereunto set my hand this 31st day of August 1998 by direction of the Assistant Secretary of the Army (I, L & E).

*Hyla J. Head*

**HYLA J. HEAD**  
Chief, Real Estate Division

The above instrument, including all its conditions, is hereby accepted.

Texas A&M University

By: *J. D. D.*  
Title: Resident Director - Dallas Ctr.  
Date: 5-5-98

~~University of Texas at Arlington~~

~~By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_~~

University of North Texas

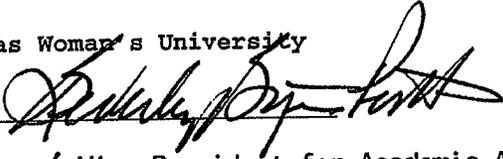
By: *Phillip C. Diebel*  
Title: V.P. of Finance & Business  
Date: 4/7/98

Lewisville Independent School District

By: *Clayton W. Downing*  
Title: Supt. of Schools  
Date: 4-30-98

Texas Woman's University

By:



Title: Vice President for Academic Affairs

Date: 5/21/98



CERTIFICATE

I, Kenneth L. Dickson, certify that I am the Director, Institute of Applied Sciences of the University of North Texas, named as Lessee herein; that Philip Diebel, who signed the foregoing instrument on behalf of the University of North Texas, was then V.P. for Fixed Assets of the University of North Texas. I further certify that the said officer was acting within the scope of power delegated to this officer by the governing body in executing said instrument.

7-7-98

Date

Kenneth L. Dickson

SEAL

CERTIFICATE

I, Dr. Fritz Schwalm, certify that I am the Chair, Department  
of Biology of Texas Woman's University, named as  
Lessee herein; that Dr. Beverley Byers Pevitts who signed the  
foregoing instrument on behalf of Texas Woman's University. was then  
Vice President of Texas Woman's University. I further certify that the  
for Academic Affairs  
said officer was acting within the scope of power delegated to this officer by  
the governing body in executing said instrument.

7.7.1995

Date

F Schwalm

SEAL

CERTIFICATE

I, Virgenia Marshall, certify that I am the Secretary to  
the Superintendent of Lewisville Independent School District,  
named as Lessee herein; that Clayton Downing, who signed the  
foregoing instrument on behalf of Lewisville Independent School District, was  
then Superintendent of Lewisville Independent School District. I further  
certify that the said officer was acting within the scope of power delegated  
to this officer by the governing body in executing said instrument.

7-6-98

Date

Virgenia Marshall

SEAL

To LAERF →

Lake Lewisville

Jones St

Parking

# Proposed Pavilion

Cicada Trail

Cottonwood Trail

Wetland Platform

Historic Channel

Elm Fork



Figure 1. Proposed siting of pavilion and staging area.

## Lewisville Lake Environmental Learning Area

### Educational Activities

*Area 1. Cottonwood Trail* - The Cottonwood Trail (Figure 1) has been designed and laid out as a dirt trail and is currently being used by school groups. In 1998, we plan to surface the trail with a base of gravel and topped with crushed granite. Interpretive materials for the Cottonwood and Cicada Trails are being developed.

*Area 1. Staging Area and Pavilion* - A staging area and pavilion is being designed for construction in 1998 (Figure 1). The 30 ft. x 44 ft. staging area will allow approximately fifty people to gather at the Cottonwood-Cicada trail head. The structure (Figure 2) will have a metal roof, concrete flooring, and metal beam construction.

*Other* - As part of our continuing educational activities, we will provide tours and curriculum development assistance to interested school groups. We plan to conduct our annual Teacher Environmental In-Service Day. A curriculum package for half-day and day long field trips will be developed in 1998. Finally, we plan to investigate new trail locations on the property that will link educational facilities.

### Environmental Restoration and Research

*Complete Pipeline Mitigation* - Seeding and monitoring of vegetation planted as part of the Upper Trinity River Water District will continue through 1998. Within these areas, a research project investigating the effects of cover crops on prairie recovery is being conducted. Wetland restoration involving the secondarily treated wastewater will be investigated as well.

*New Prairie Restoration* - A Restoration Ecology graduate level course being taught in the spring will investigate prairie restoration techniques using areas at LLELA.

*Support LAERF* - The Consortium shall continue to support the activities conducted through the Lewisville Aquatic Ecosystem Research Facility.

PRELIMINARY ASSESSMENT SCREENING

LEASE DACW63-1-98-0555

1. REAL PROPERTY TRANSACTION: The Corps of Engineers proposes to issue an lease for approximately 2,101 acres of land, for fish and wildlife management, environmental research, environmental education, and habitat restoration, to Lewisville Lake Environmental Learning area.

a. A COMPREHENSIVE RECORD SEARCH was conducted which included a review of the following areas:

1. Real Estate files at Lewisville Lake, Texas
2. Real Estate files at the Fort Worth District, Corps of Engineers.

b. A SITE INVESTIGATION was performed on 31 October 1997, which consisted of visual inspection of the premises.

2. STATEMENT OF FINDINGS:

a. A search of the District files which pertain to the proposed lease area was made as stated in 1.a. above. This record search revealed no evidence of any hazardous substance being stored, released or disposed of on the property involved. The historical records at Lewisville Lake show no evidence of any activity which would have contaminated the property with hazardous substances.

b. SITE INVESTIGATION SUMMARY:

A site investigation of the proposed lease area was made as stated in 1.b. above. This visual inspection revealed no unusual odors or presence of hazardous waste. Based on this inspection it was determined no hazardous substances has been stored, released or disposed of on the property involved in this lease. Lewisville Lake personnel have no knowledge of past activities which might have created a hazardous situation.

Russ Hendricks  
Prepared By: Russ Hendricks  
CESWF-RE-MM

23 Jan 98  
Date

EXHIBIT D

*Hyla J. Head*

Approved By: Hyla J. Head  
Chief, Real Estate Division

*1/26/98*

Date



Jennifer Malone <jmalone@cityoflewisville.com>

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## Fwd: FW: LLELA Lease-Lewisville Lake

1 message

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**Donna Barron** <dbarron@cityoflewisville.com>  
To: Jennifer Malone <jmalone@cityoflewisville.com>

Mon, Aug 15, 2016 at 9:14 AM

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

From: **Donna Barron** <dbarron@cityoflewisville.com>  
Date: Fri, Aug 5, 2016 at 2:11 PM  
Subject: Fwd: FW: LLELA Lease-Lewisville Lake  
To: Steven Bacchus <sbacchus@cityoflewisville.com>, Eric Ferris <eferris@cityoflewisville.com>

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

From: **McCoy, Thomas** <Thomas.McCoy@unt.edu>  
Date: Tue, Jul 26, 2016 at 2:24 PM  
Subject: FW: LLELA Lease-Lewisville Lake  
To: "dbarron@cityoflewisville.com" <dbarron@cityoflewisville.com>

-----Original Message-----

From: Akers, Vicki L SWF [mailto:Vicki.L.Akers@usace.army.mil]  
Sent: Friday, July 22, 2016 11:21 AM  
To: McCoy, Thomas <Thomas.McCoy@unt.edu>  
Subject: LLELA Lease-Lewisville Lake

Mr. McCoy,

While the LLELA SA#4 to Lease DACW63-1-98-0555 was going through final signature, upper management wanted one of the paragraphs re-worded regarding the lease boundary change. The original lease boundary depicted during lease conception was inaccurate, as they used a device called a Planimeter. A Planimeter is not very accurate and can change from reading to reading. When our mappers created the new map based on polygons/GIS data, the acreage varied greatly (original acreage 2,101, current acreage 2,704).

Attached is the new wording (highlighted in yellow). I needed to advise you that the wording was changing and get your consent. The SA#4 will NOT need to be sent back out for all parties to sign due to this change. The first page will be replaced. Please advise if this modification is acceptable and approved.

Thanks,  
Vicki Akers  
Realty Specialist  
Real Estate Division  
Fort Worth District  
U.S. Army Corps of Engineers  
817/886-1114  
Vicki.L.Akers@usace.army.mil

---

 **SA#4-Edits to First Page.pdf**  
17K

**SUPPLEMENTAL AGREEMENT NO. 4**

**TO**

**LEASE NO. DACW63-1-98-0555**

**LAKE LEWISVILLE, TEXAS**

This Supplemental Agreement No. 4 is made and entered into between the Secretary of the Army, party of the first part, hereinafter referred to as the Government, and the City of Lewisville, The University of North Texas (UNT), Lewisville Independent School District (LISD), party of the second part, hereinafter referred to as the Lessee;

**WITNESSETH:**

**WHEREAS**, on August 31, 1998, the Secretary of the Army, acting for and on behalf of the United States of America, as Secretary, did grant Lease No. DACW63-1-98-0555 to Texas A&M University, University of North Texas, Texas Woman's University, and Lewisville Independent School District, Denton County, Texas, for wildlife management purposes on approximately 2,101 acres of land and water at Lewisville Lake; and

**WHEREAS**, by Supplemental Agreement No. 1, the acreage was amended to read 1,903.49 acres, and the maps were added to show the lease area; and

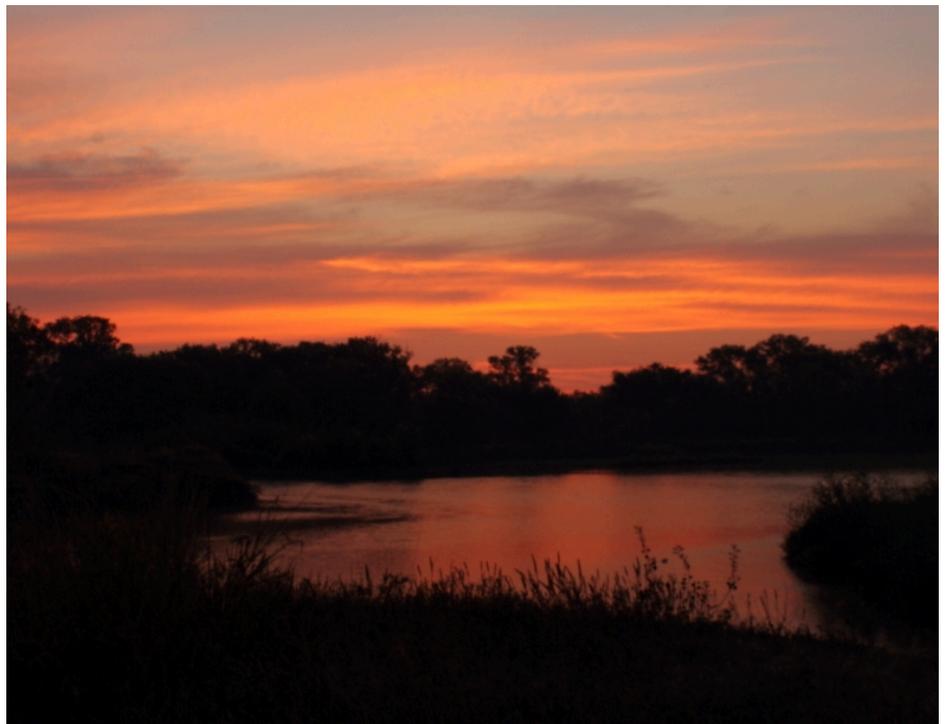
**WHEREAS**, by Supplemental Agreement No. 2, the lease was amended to delete Texas Women's University and Texas A&M University as lessees, add ENG Form 3143 - Joint Survey and Inspection of Condition of Government Leased Property as Exhibit E to the lease, add Condition 33 to allow collecting fees, and add Condition 34 to allow primitive camping; and

**WHEREAS**, by Supplemental Agreement No. 3, the lease was amended for the desire of all parties and it is considered mutually beneficial to add Texas A&M AgriLife Research to the lease; and

**WHEREAS**, by Supplemental Agreement No. 4, the lease is amended to delete Texas A&M AgriLife Research and add the City of Lewisville to the lease. In addition, the lease boundary is being amended as the original boundary depicted at lease conception was incorrect. The corrected lease boundary is approximately 2,704 acres.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the parties hereto, Lease No. DACW63-1-98-0555 is hereby amended in the following particulars, but no others, effective upon date of execution;

# GREEN CENTERPIECE MASTER STRATEGY



10/19/2017

A new focus for the Lewisville community

The Green Centerpiece Master Strategy presents the vision, goals and action steps of partners working to make Lewisville Lake, the Trinity River and related green lands the central focus of Lewisville.

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## WHAT IS THE GREEN CENTERPIECE?

The City of Lewisville was founded in 1925, and has grown to become one of the larger cities in an important urban region. In 2013, the Lewisville City Council began a process to create a new vision and plan for the community. The result, *Lewisville 2025*, was adopted unanimously by City Council in 2014. It describes Lewisville's vision for the community it hopes to be by the time of its 100<sup>th</sup> birthday in 2025. As a strategic plan, *Lewisville 2025* focuses on a small number of ideas that will make the most difference in shaping this future community. These are the nine Big Moves detailed in *Lewisville 2025*.

The first Big Move is the Green Centerpiece. This Big Move is summarized in Exhibit 1. Focusing on this natural area as a central part of Lewisville's identity is a notable shift from viewing these areas as simply exclusions from the city's urban fabric. With so many growing communities in the area, the Green Centerpiece offers Lewisville the opportunity to set itself apart.

This Green Centerpiece builds on the success of a long-standing partnership. The Lewisville Lake Environmental Learning Area (LLELA) includes 1,903 acres of land immediately below the Lewisville Lake dam. Since the 1990's, an agreement between the U.S. Army Corps of Engineers (COE), the University of North Texas (UNT), the Texas A&M Agri-Life Extension and the Lewisville Independent School District (LISD) has provided educational programs, outdoor activities, environmental management and restoration in this area. The programs at LLELA and at the adjacent Lewisville Independent School District Outdoor Learning Area (LISDOLA) have provided natural learning experiences to thousands of school children and other visitors. LLELA is essential to the vision of this Green Centerpiece for Lewisville.

The LLELA partnership agreement was modified in 2015 to remove the Texas A&M Agri-Life Extension. Also in 2015, the responsibility for LLELA's K-12 educational and recreational programs shifted from UNT to the City. The City of Lewisville was formally added to the LLELA lease in 2016. With these changes, the continuing success of LLELA can be leveraged to achieve the vision of a Green Centerpiece for the entire Lewisville community.

## WHERE IS THE GREEN CENTERPIECE?

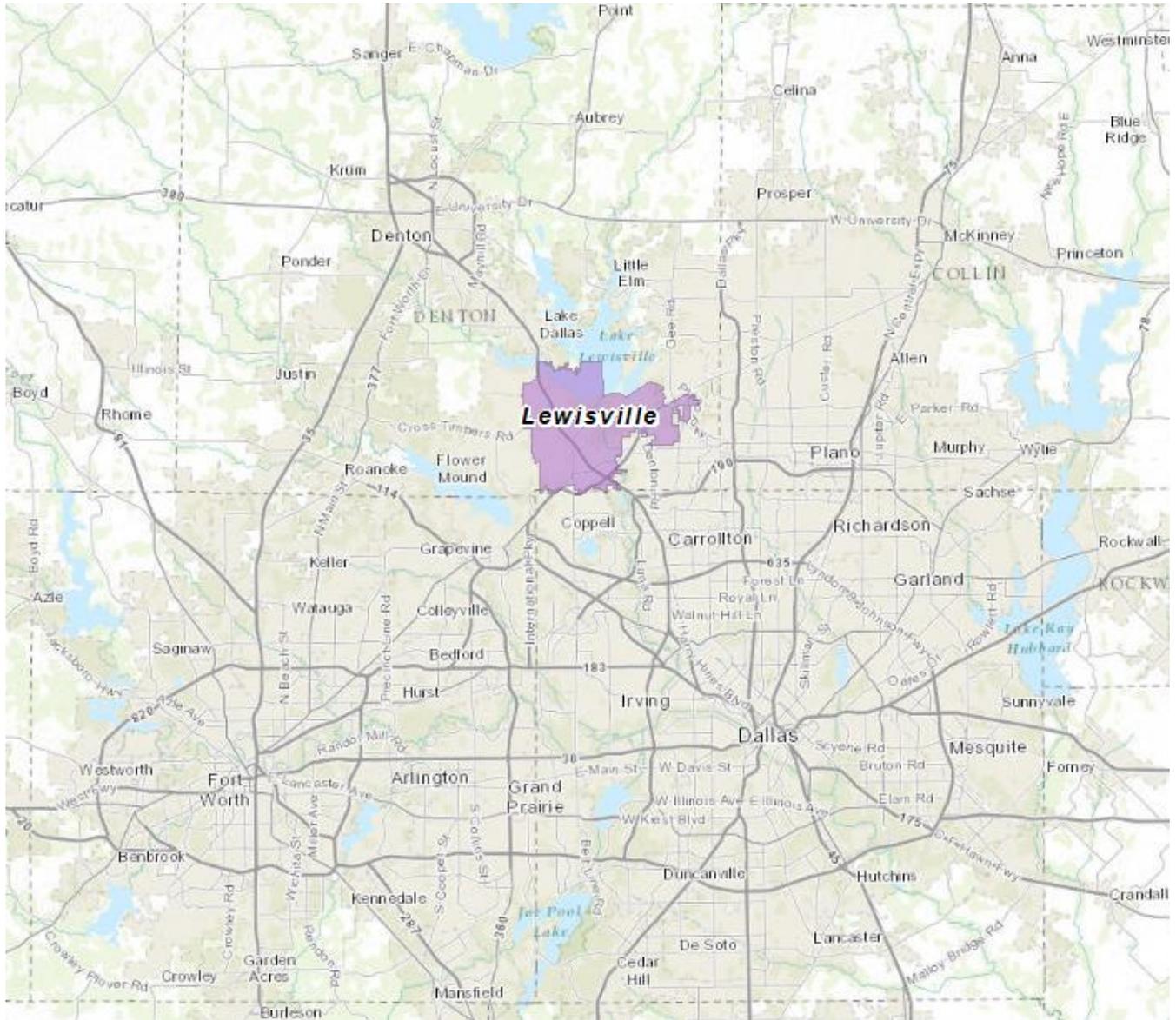
Lewisville and this Green Centerpiece are located in the northern part of the North Texas region (also known as the Dallas-Fort Worth Metroplex). This metropolitan area was home to 6.95 million people in 2014 and is the fourth-largest region in the United States. The region is one of the fastest-growing in the nation, and is projected to have 9.49 million residents by 2030 and 11.66 million residents by 2050. This rapid growth makes North Texas a very attractive region to people and businesses; it also creates pressure on the region's communities and natural environment.

The City of Lewisville is 36.4 square miles in size and had 106,741 residents in 2017. As Exhibit 2 shows, Lewisville is located on the southern edge of Lewisville Lake.

*Create a Green Centerpiece within the large natural floodplain area below the dam and along the Elm Fork of the Trinity River.*

- *Make Lewisville distinctive by focusing the community around a special Green Centerpiece.*
- *Take advantage of Lewisville Lake and its floodway to give Lewisville a natural open space and urban wilderness that can be part of everyday life for all Lewisville residents.*
- *Use this Green Centerpiece to position Lewisville as a unique community within the DFW Metroplex.*

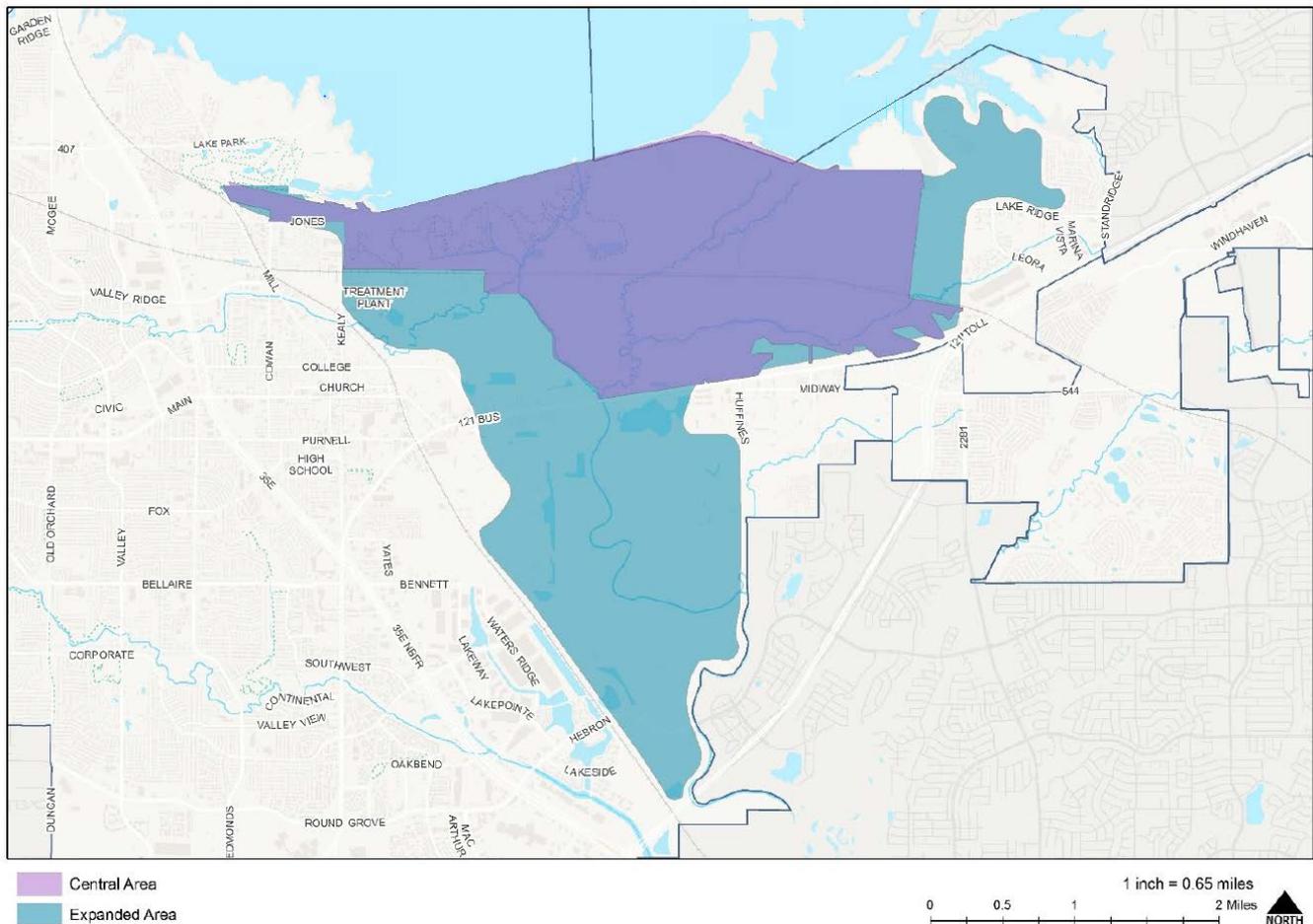
EXHIBIT 1: BIG MOVE #1



**EXHIBIT 2: LEWISVILLE AND THE NORTH TEXAS REGION**

As the name suggests, the Green Centerpiece is centrally located within the City. Exhibit 3 shows the area of the Green Centerpiece. The Central Area of the Green Centerpiece includes the land owned by the Corps of Engineers and operated by the LLELA partnership. The Expanded Area of the Green Centerpiece includes floodplain areas below the Lewisville Lake dam and along the Elm Fork of the Trinity River. Together, the Central and Expanded Areas form a Green Centerpiece of 6,726 acres. The Green Centerpiece includes 24.6% of the land within the current city limits of Lewisville – almost one-quarter of the community’s area! As *Lewisville 2025* states, “the vision for the Green Centerpiece is to promote and take advantage of this area as a public amenity”.

The first Action Priority for accomplishing this Big Move is to convene partners to create and implement a Master Strategy for the Green Centerpiece and surrounding areas. This document provides the Green Centerpiece Master Strategy envisioned in *Lewisville 2025*.



**EXHIBIT 3: THE GREEN CENTERPIECE**

## THE GREEN CENTERPIECE PARTNERSHIP

Creation of the Green Centerpiece described in this Master Strategy is not the work of any one individual or organization. It will be most successful if it achieved through the work of a partnership that brings a diverse range of resources and expertise to the effort. The Operating Partners that have worked together to develop this Master Strategy expect to continue this partnership for its implementation. These organizations are described briefly below.

### U. S. Army Corps of Engineers

The U.S. Army Corps of Engineers (COE) constructed the dam that created Lewisville Lake. It owns the land where the lake is located and land surrounding the lake. Its priorities are to manage the lake itself to provide water storage, flood protection, natural habitat and recreational opportunities. It manages the surrounding lands (those included in the LLELA lease) to benefit fish and wildlife and to retain the habitat on which these species depend.

### City of Lewisville

The City of Lewisville (City) is a general purpose government with a Council-Manager structure. Its policy direction is established by its City Council. The City administration carries out that policy by providing a range of facilities and programs to its residents, property owners and businesses. Through its Parks and Leisure Services Department, the City manages an extensive parks and recreation system that now includes the educational and recreational programs at LLELA. The City's planning and economic development responsibilities enable it to encourage desirable private development and to discourage uses that would be incompatible with this vision. The City's public information resources play a key role in communication and marketing of the Green Centerpiece.

### University of North Texas

The University of North Texas (UNT) is a public university based in Denton, Texas. Its Advanced Environmental Research Institute (AERI) conducts research in the Green Centerpiece area and on issues that are important to management and restoration of environmental resources. Its educational programs bring students to the Green Centerpiece as part of their university coursework.



### Lewisville Independent School District

The Lewisville Independent School District (LISD) serves over 52,000 students in thirteen communities including Lewisville. Its programs provide students from kindergarten through high school with the skills and knowledge they need to succeed throughout their lives. LISD has included environmental education in its programs for many years, including those offered at LLELA and those provided by LISD's own Lewisville Independent School District Outdoor Learning Area (LISDOLA), also located within the Green Centerpiece.

## Audubon Texas

Audubon Texas is part of the non-profit National Audubon Society. Its mission is to conserve and restore natural ecosystems. Audubon operates nature centers and programs nationwide, including two successful centers in the North Texas region – Trinity River Audubon Center in Dallas and the Dogwood Canyon Nature Center in Cedar Hill.

## Friends of LLELA

The Friends of LLELA (Friends) is a non-profit organization established to support the programs and the ecosystem of LLELA. Friends volunteer in a variety of roles, raise funds, and increase awareness of the assets LLELA offers.

## Other Stakeholders

Other organizations also play a role in the future of the Green Centerpiece. Their ideas and support are important to the completion of this Master Strategy, and their involvement will be vital to its implementation. These stakeholders include organizations, agencies and individuals such as:

- The Upper Trinity Regional Water District
- Lewisville homeowners and residents, particularly those in neighborhoods in or near the Green Centerpiece
- The operators of landfills in the Expanded Area (DFW Landfill, the Lewisville Landfill, Waste Management, Inc.)
- Garland Power and Light
- Kansas City Southern Railroad
- Lewisville Aquatic Ecosystem Research Facility (LAERF)
- Master naturalist and master gardener groups
- Recreational users with interests such as birding, hiking, canoeing, kayaking, hunting, fishing, and others
- Huffines property holdings
- Businesses in the SH 121 Business District
- Other major property owners in or near the Green Centerpiece
- Residents of Castle Hills
- Denton County Transportation Authority
- Texas Parks and Wildlife Department
- Texas A&M Agri-Life Center
- Past and current funders of LLELA

## THE MASTER STRATEGY PROCESS

After adoption of *Lewisville 2025*, the City convened a group of Operating Partners in 2014 to begin discussion of a Green Centerpiece Master Strategy. Key aspects of this process include:

- Agreement on the appropriate roles and responsibilities for each Operating Partner, including a shift of responsibilities for LLELA's K-12 [AS2] environmental education programs and operations from UNT to the City of Lewisville.
- Collection of information and data about current programs and activities, as well as existing physical conditions in the area.
- Dialogue among partners to reach agreement on the issues and opportunities for the Green Centerpiece and on the vision and policy direction reflected in this Master Strategy.
- Engagement of the broader community of people interested in the future of LLELA, Lewisville and these natural assets, following agreement on this Master Strategy by the Operating Partners.

The Master Strategy process began with an initial Operating Partners meeting in January 2015. During the early part of 2015, the change in LLELA operations became a focus for discussion and short-term action. Resolution of those and other short-term issues continued during 2015. At the same time, the Partners completed an assessment of Strengths, Weaknesses, Opportunities and Threats for the Green Centerpiece and agreed on a vision and a set of guiding principles for the future of the overall Green Centerpiece and the two areas within it. A draft Master Strategy, with specific action steps, was developed in late 2015 and early 2016. It has been refined through continuing discussion with the Operating Partners. This Master Strategy document is provided for consideration by the decision-making bodies of each Operating Partner. After its approval or adoption by the Partners, a larger group of stakeholders will be involved in implementing the Master Strategy.

## Collaboration During 2015

Each of the Operating Partners had previously established its own policies and programs related to this area. An important aspect of this Master Strategy is the coordination of these different plans into a single, shared agenda for action. This collaboration began with a consideration of the existing policy direction for each of the Operating Partners. Appendix 1 lists the major statements of direction for each Operating Partner.

The Operating Partners met several times during 2015 to share information and create a framework for the Green Centerpiece. Data and mapping developed by all partners was assembled by the City of Lewisville’s staff in a GIS database of geographically-based information. This sharing of information allowed the partners to determine which areas within the Green Centerpiece are appropriate for particular uses and activities. Appendix 2 summarizes the information collected during this effort.

The Operating Partners also conducted an assessment of issues and opportunities related to the Green Centerpiece. This assessment followed a traditional SWOT (strengths, weaknesses, opportunities and threats) analysis format as shown in Exhibit 4. The Central Area and Expanded Area are addressed separately.

	<b>Advantages (assets to build on)</b>	<b>Challenges (issues that may make success more difficult)</b>
<b>Internal (to the geographic area under discussion)</b>	Strengths (Central Area and Expanded Area)	Weaknesses (Central Area and Expanded Area)
<b>External (to the geographic area under discussion)</b>	Opportunities (Central Area and Expanded Area)	Threats (Central Area and Expanded Area)

**EXHIBIT 4: SWOT ANALYSIS STRUCTURE**

The key findings for this analysis are summarized in Exhibit 5. The complete assessment for each segment of the analysis is presented in Appendix 3.

Based on this analysis and discussion, the Operating Partners began creating a draft of the Master Strategy in late 2015. Participants from all Operating Partners provided their input on the Vision, Guiding Principles and key aspects of the Master Strategy. After general agreement on this direction, participants submitted recommendations for action steps to implement the strategy.

## SWOT Analysis Summary

		<b>Advantages (assets to build on)</b>	<b>Challenges (issues that may make success more difficult)</b>
<b>Internal (to the area)</b>	<b>Strengths – Central Area</b>	<ul style="list-style-type: none"> <li>• COE ownership and lease arrangements provide stability and protection of resources</li> <li>• UNT has strong research capabilities and a history of research projects on this property</li> <li>• Experienced staff and operational systems are available through the City</li> <li>• There is a cadre of volunteers who are committed to the area and its programs</li> </ul>	<b>Weaknesses – Central Area</b>
		<ul style="list-style-type: none"> <li>• Need for stable on-going financial support</li> <li>• Coordination of programs and activities</li> <li>• Need for a more sustainable long-term institutional structure (this has been addressed in part by changes made in 2015)</li> <li>• Potential for conflict between research and other activities</li> <li>• Lack of awareness</li> <li>• Facilities may not support desired research</li> </ul>	
	<b>Strengths – Expanded Area</b>	<ul style="list-style-type: none"> <li>• The City’s park system provides management expertise and connections from the Central Area to the community</li> <li>• Private investments (Pier 121 and Eagle Point Marina) offer existing water sport attractions</li> <li>• LISD programs (at LISDOLA and district-wide) introduce students to these environmental assets</li> <li>• DCTA stations make the areas available by public transportation</li> <li>• UNT’s university-wide resources provide expertise and resources</li> </ul>	<b>Weaknesses – Expanded Area</b>
		<ul style="list-style-type: none"> <li>• SH 121 is a barrier and intrusion</li> <li>• Decisions by individual property owners could result in incompatible uses and activities</li> <li>• Lack of a clear identity</li> <li>• Institutional issues of individual Operating Partners could interfere with collaborative implementation of vision</li> <li>• Resources for green business (labor force with appropriate education, incubator support for innovation, etc.) may slow economic development efforts</li> </ul>	

## SWOT Analysis Summary

		Advantages (assets to build on)	Challenges (issues that may make success more difficult)
<b>External (trends or changes outside the area that affect its future)</b>	Opportunities – Central Area		Threats – Central Area
		<ul style="list-style-type: none"> <li>• Location of a valuable natural ecosystem within a major metropolitan area</li> <li>• DFW Airport, simplifying access from national and international locations for researchers, visitors and businesses</li> <li>• Increasing interest in the environment on the part of residents, including parents of LISD students</li> <li>• The vision for this Central Area is consistent with, and integral to, the objectives of the City, UNT, LISD and Audubon Texas</li> <li>• Programs here can supplement existing regional activities (including the Wounded Warrior programs, the Perot and Heard Museums)</li> </ul>	<ul style="list-style-type: none"> <li>• Inability to maintain partnership and support over time</li> <li>• Change in the area’s natural resources – or access to them – due to COE policies, overuse, security threats, more extreme weather events or other external changes</li> <li>• Lack of funding for desired research projects</li> <li>• Aging infrastructure</li> </ul>
	Opportunities – Expanded Area		Threats – Expanded Area
		<ul style="list-style-type: none"> <li>• Since it’s not fully developed yet, the best practices for green infrastructure can be used</li> <li>• The Green Centerpiece concept can help keep existing neighborhoods desirable</li> <li>• It provides a laboratory for urban application of the research underway in the natural areas</li> <li>• Close to major employment centers in a rapidly-growing and economically diverse region</li> <li>• Potential to gain support from businesses locating in or near this area</li> <li>• Potential to be a visible ‘success story’ for urban nature, water reuse, restoration of landfills and integration of urban and natural areas</li> </ul>	<ul style="list-style-type: none"> <li>• Decline in private investment if the natural areas (such as floodplains) are perceived negatively</li> <li>• Competition from business areas and neighborhoods in other parts of the region</li> <li>• Development in surrounding areas could impact the natural assets, thereby reducing the appeal of the Expanded Area to residents and businesses</li> <li>• UNT becoming less accessible to students due to debt, costs and college-readiness</li> <li>• Change in priorities of Operating Partners</li> </ul>

**EXHIBIT 5: SWOT ANALYSIS SUMMARY**

## Collaboration During 2016

An initial draft of the Master Strategy, including 86 potential action items, was reviewed by the Operating Partners in January 2016. Discussion by partners began to refine and prioritize these action items. At an Operating Partners meeting in February 2016, the action items were assigned to committees for detailed review. The committees were:

- Communications and Marketing, chaired by James Kunke, City of Lewisville;
- Education and Programs, chaired by Craig Martin, Lewisville Independent School District;
- Infrastructure, chaired by Bob Monaghan, City of Lewisville; and
- Research, chaired by Sam Atkinson, University of North Texas.

The results of the Committee's work were assembled by the project's consultant and the draft Master Strategy was updated. The Operating Partners met again in April 2016 to further refine the overall strategy and the action items. A new draft, reflecting the results of that discussion, was provided to Operating Partners in June 2016, and the comments received have been incorporated in this document. The Master Strategy was approved by the Lewisville City Council and the University of North Texas in July and August 2016.

## Collaboration During 2017

The LISD Bond program was approved by voters in 2017. The approved program does not include capital funds for a Nature Center. City Council made a commitment to fund 100% of the Nature Center capital costs as long as the other partners approve center use agreements.

A design charrette was held in 2017 with all partners agreeing on the components of the Nature Center as well as location in LLELA.

In addition to these changes in the program for the Nature Center, other action items have been accomplished in the year since the Master Strategy was approved. As a result, the Operating Partners agreed to update the information in this Strategy. This document is the 2017 Update.

## ISSUES AND OPPORTUNITIES

The Operating Partners are united in the belief that the Green Centerpiece area holds many opportunities to enhance the Lewisville community and enrich the lives of the people who live and work here. The Green Centerpiece has the potential to be an important laboratory for learning and practicing good stewardship of natural and environmental resources in the midst of a major urban area. The Green Centerpiece can also become an attraction for sustainable economic growth by creating unique locations and incentives for companies whose business models or employees emphasize environmental quality and sustainability.

This Green Centerpiece builds upon the past successes of LLELA and the Operating Partners. But it requires clear action to address a number of important issues. This Master Strategy is designed to serve as the game plan for coordinated action by the Operating Partners and others, to fully achieve the Green Centerpiece's potential.

The Operating Partners' discussions about the vision for this important area repeatedly returned to the importance of seven key issues. Without clearly addressing these issues, the Green Centerpiece may not achieve its potential or sustain its success. This Master Strategy addresses these issues and provides the direction achieve the full potential of the Green Centerpiece.

1. The foundation of the Green Centerpiece is the unique natural asset that exists within this area. The plans and projects to carry out the Green Centerpiece vision must protect or enhance the natural ecosystems that are at its heart.
2. The multiple uses and activities envisioned for the Green Centerpiece must be compatible with one another. Decisions are needed about the appropriate locations for specific activities, so compatible uses can be located together and uses that might compete or conflict with one another must be located to minimize conflicts.
3. An institutional structure must be created that will provide long-term coordination, management and oversight of the Green Centerpiece.
4. Financial resources must be secured so the operation of this institutional structure and the various Green Centerpiece programs and activities can continue sustainably over time.
5. A Nature Center could play a vital role in attracting students, visitors, research and support for the Green Centerpiece. Critical decisions must be made about where a Center could be located, what organization would operate it, how it would be funded and what programs it would offer.
6. People and businesses in Lewisville must become much more aware of the resources offered by the Green Centerpiece, so they will make it a part of their everyday lives and their experience of Lewisville.
7. The larger North Texas region can also benefit from the Green Centerpiece. Communications and marketing are needed to increase awareness of this area and to attract new businesses, future residents and visitors from other states and nations.



## A VISION FOR LEWISVILLE'S NEW CENTERPIECE

A Vision Statement describes the future that is desired by a community or organization. It is an aspirational statement, not describing the current situation but instead creating an image of the future participants believe is most desirable. Specific principles, policies, decisions and action steps should move the community or organization toward the desired future described in the Vision Statement. For the Green Centerpiece, the Operating Partners have developed the Vision Statement presented in Exhibit 6 below. It describes the future they hope to achieve for this central part of the Lewisville community.



**EXHIBIT 6: GREEN CENTERPIECE VISION STATEMENT**

This Vision will be realized by the policies, programs and investments of all partners. All of the Operating Partners must be active participants and contribute their resources and expertise if this vision is to be achieved. Other stakeholders also can assist in achieving this vision. This Master Strategy helps all participants contribute effectively because it provides:

- A vision describing the outcome all partners want to achieve;
- A set of guiding principles that each partner can use to ensure that its decisions will support this desired outcome;
- Action steps that clearly spell out the responsibilities of each partner and the expected results of these actions; and
- A process for tracking progress and making changes to the Master Strategy over time.

## GUIDING PRINCIPLES FOR THE GREEN CENTERPIECE

The Operating Partners agree to use a shared set of Guiding Principles as the basis for their decisions and actions affecting this Green Centerpiece area. Guiding Principles provide direction for decision-makers so their individual choices and investments help to realize the community's desired future as expressed in the Vision Statement. Since this Green Centerpiece Master Strategy is a shared policy document, its acceptance by the leadership of each Operating Partner will mean that each organization agrees to make its own decisions in a way that helps achieve this vision.

The Green Centerpiece Guiding Principles are listed below. Each principle is phrased as a statement.

### Overall Green Centerpiece Guiding Principles

1. Decisions on uses, activities, infrastructure and other investments throughout the Green Centerpiece area will be made so they strengthen the environmental assets of the Central Area and enhance the desirability of the Expanded Area.



5. On-going communications and specific events will provide Lewisville residents with everyday interaction with the Green Centerpiece and Lewisville’s natural setting, helping them develop a sense of ownership of these natural resources. They also will introduce Lewisville to regional, national and international visitors.
6. Lewisville’s Green Centerpiece initiatives will serve as the basis for collaborations with other North Texas communities with similar initiatives and as the foundation of Lewisville’s regional leadership on environmental and sustainability issues.

## Central Area Guiding Principles

5. **Fish and Wildlife Management.** Lewisville Lake and the Central Area of the Green Centerpiece provide important habitat for plants and wildlife. The quality of this habitat is maintained or enhanced over time through the actions of the U.S. Army Corps Engineers and other partners:
  - a. Lewisville Lake is managed to provide water storage, flood protection, natural habitat and recreational opportunities.
  - b. The LLELA area is managed to benefit fish and wildlife and to retain the habitat on which these species depend.

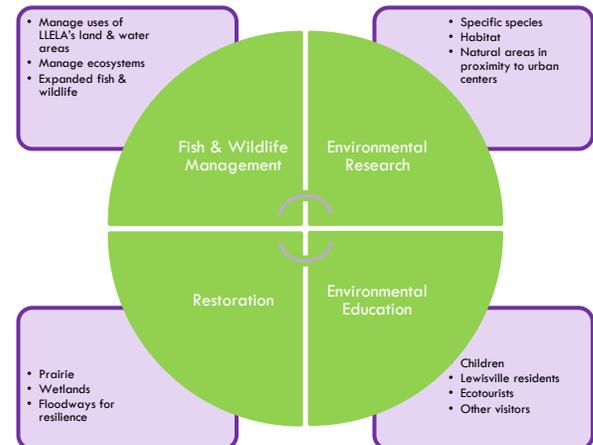


EXHIBIT 9: PRINCIPLES FOR THE CENTRAL AREA

7. **Environmental Research.** Future research studies will extend and build upon past research successes. Research in the Central Area, conducted by UNT’s Advanced Environmental Research Institute (AERI) will:
  - a. Advance our basic understanding of the complexities of the natural world.
  - b. Develop knowledge for the solution of environmental problems.
  - c. Form an understanding of how people learn about ecological and environmental science.
  - d. Train the next generation of environmental professionals capable of addressing and solving local, regional, national and international environmental problems.
  - e. Provide special focus on key species and on the issues of natural areas in close proximity to growing metropolitan areas.
8. **Environmental Education.** The Central Area of the Green Centerpiece will offer educational opportunities to people of all ages. Education and training programs will be carried out by a collaboration between the City of Lewisville, the University of North Texas, the Lewisville Independent School District and Audubon Texas. These programs will give people opportunities to:
  - a. Interact with native Texas ecosystems and reconnect with the natural heritage of Lewisville and North Texas.
  - b. Experience a flexible, safe, nurturing and inclusive environment.
  - c. Learn about this ecosystem in a way that is appropriate to each learner’s interests and skills, whether that learner is a child, local resident, ecotourist or other visitor.
  - d. Improve physical, mental and emotional health through experiences in an urban wilderness.
  - e. Understand and value natural systems so they will choose to preserve and improve them.
  - f. Feel empowered to address global environmental issues as a result of local action that positively impacts the local environment.

- g. Visit facilities and use a range of tools and techniques to experience and learn about the natural world, from “hands-on” projects to technology that enables global collaboration.
  - h. Contribute to “citizen science” initiatives that expand learning about local and global ecosystems.
9. **Restoration.** Restoration of natural areas will enhance native Texas ecosystems and the North Texas metropolitan area because it:
- a. Recreates the ecology and experience of the area’s native prairies.
  - b. Restores forested and emergent wetland areas along streams and lake edges.
  - c. Redesigns the Trinity River floodway to increase resilience and reduce community impact from droughts, floods and other extreme weather events.

## Expanded Area Guiding Principles

11. **Land Use and Infrastructure Investment.** Public and private investments in and around the Expanded Area will enjoy distinctive assets that set them apart from investments in other parts of Lewisville and the North Texas region:

- a. Land uses and development patterns will be compatible with the ecosystems of the Central Area and will use the Central Area assets as the basis for distinctive and lasting character.
- b. The Expanded Area will be used to demonstrate the best current practices for water conservation, ‘grey water’ reuse, stream and pond water management and groundwater recharge.
- c. Design standards will be established for private uses in and around the Expanded Area. They will incorporate current green building and landscaping practices, benefit from the Central Area as an amenity, reduce impacts on environmental resources, and provide linkages between development and the Green Centerpiece Central Area.
- d. Public infrastructure (such as roads, trails, water and sewer systems) will be designed, constructed and operated according to current best practices for green infrastructure.
- e. The design of the SH 121 transportation improvements in the Green Centerpiece Expanded Area will demonstrate Lewisville’s use of green design and inform people using this thoroughfare that they are in a special area with unique natural features.
- f. Public art at key Green Centerpiece locations and facilities will reflect Lewisville’s natural setting, history and aspirations for the future.

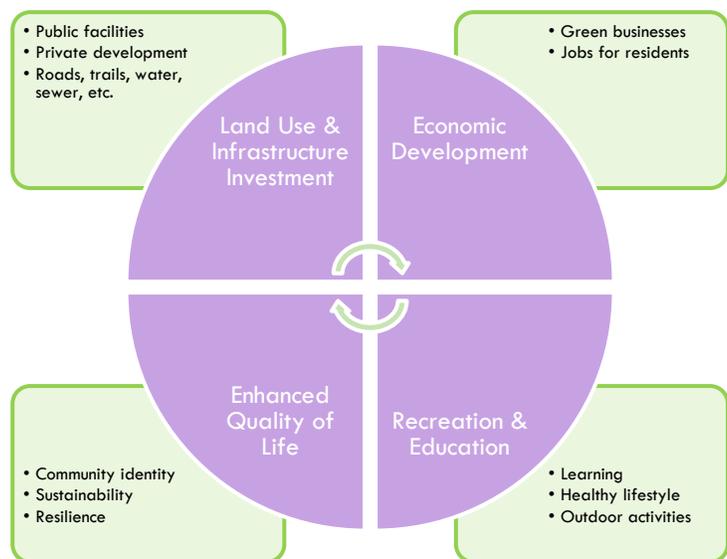


EXHIBIT 11: PRINCIPLES FOR THE EXPANDED AREA

12. **Economic Development.** In and around the Expanded Area of the Green Centerpiece, Lewisville residents and businesses will find opportunities for long-lasting jobs and business growth that also support the City's fiscal sustainability:
- a. Development in and around the Expanded Area will play an important role in defining Lewisville's identity. A Northern Gateway Identity Focal Point will communicate to travelers on IH-35 that they are entering a community with a focus on its natural setting and leadership in sustainability.
  - b. Lake Park will be an important Green Centerpiece destination for visitors and Lewisville residents. It will offer water recreation and other activities that benefit from the Central Area but require more extensive change to the natural ecosystem than is appropriate in the Central Area.
  - c. The Expanded Area and its surroundings will provide business locations for companies that value a green, natural setting and design. Economic development policies and incentives will support green businesses and sustainable design.
  - d. Future use and closure plans for the landfill sites in the Expanded Area will create environmentally-desirable sites for recreation and compatible business activities.
13. **Recreation and Education.** The environmental education offered in the Central Area will extend into the Expanded Area, where it will be joined by additional recreational options and connected to the rest of Lewisville in many ways:
- a. Trails in the Expanded Area will connect to the Central Area, throughout the Lewisville community and to the rest of the North Texas region. Trails will be designed to be appropriate to their context and to exemplify Lewisville's leadership in green design. Appropriate trails will be included for people walking, biking, canoeing or kayaking. Trails will enable residents and visitors to enjoy quiet experiences with nature, exercise and fitness, as well as the experience of the natural world during daily travel from place to place.
  - b. The environmental experiences and education found in the Expanded Area will extend to the entire Lewisville parks system and its facilities throughout the community.
  - c. The environmental educational collaboration between UNT and LISD will extend to the entire LISD system and will offer scholarships, research projects, college-level courses and other programs that help LISD students pursue careers related to the environment.
  - d. Recreational experiences available in and around the Expanded Area will complement the natural ecosystem found in the Central Area and provide additional activity choices (such as dining, lodging and boating) for people visiting the Central Area from other parts of the U.S. and the world.
14. **Enhanced Quality of Life.** Lewisville's identity as a community will be shaped by the Green Centerpiece:
- a. The Green Centerpiece will contribute to Lewisville's reputation as a community with a high quality of life that remains desirable over time.
  - b. Lewisville's branding will incorporate this natural focus.
  - c. Communications and marketing initiatives will use the Green Centerpiece, its activities and facilities as a central focal point for bringing new residents, businesses, researchers and visitors to Lewisville.
  - d. Lewisville's Green Centerpiece will be easily accessible to residents and visitors because each Lewisville DCTA station will have a convenient, clearly-marked and inviting connection to the Green Centerpiece.

## ACTION ITEMS TO CREATE THE GREEN CENTERPIECE

The table below lists the 75 Action Items identified for implementation of this Master Strategy. The table also includes the proposed timing of action on each item. After this table, detailed charts provide more information on each Action Item. These charts provide the initial guidance for all partners involved in implementation. They contain the following pieces of information.

### Information on Action Items

#### Action Item Number and Name

Each Action Item describes a specific step to be taken to achieve the goals of this Master Strategy. Each item is numbered, and has a short name for quick reference.

#### Geographic Area

The geographic area that is the focus of the action item is noted. These are:

- Green Centerpiece – the entire Green Centerpiece, including both the Central and the Expanded areas;
- Central Area – the area of the LLELA property; and
- Expanded Area – the area of floodplain around the Central Area.

#### Timing

Some of these action items should be implemented immediately, while others may take additional time.

1. Highest priority – should begin in the adoption year – 2016 (Fiscal Year 2015-2016).
2. Short-Term is years 1 to 3 (FY 2016-2017 through FY 2018-2019).
3. Mid-Term is in years 4 to 9 (FY 2019-2020 through FY 2024-2025).
4. On-going is an activity that must become a continuing part of Operating Partner practices & operations

#### Cost to Operating Partners

The cost is presented symbolically to represent order of magnitude. These are initial estimates only.

\$ reflects an action by one or more Operating Partners, but a minor cost up to approximately \$50,000.

\$\$ represents projects like urban design studies or research projects with a cost up to approximately \$250,000.

\$\$\$ represents projects like land acquisition or construction with approximate costs between \$250,000 and \$1 million.

\$\$\$\$ represents major projects with approximate costs over \$1 million.

#### Lead Entity

The entity that will lead completion of the strategy – the U.S. Army Corps of Engineers (COE), City of Lewisville (City), University of North Texas (UNT), Lewisville Independent School District (LISD), Audubon Texas, property owners or others. In some cases, two or more partners share leadership responsibility.

#### Support Entity/Entities

The entity or entities that will support the lead.

#### FY 16-17 Budget & Funding Sources

For projects proposed during the up-coming fiscal year, more specific cost estimates are provided when they are available. The programs that are expected to fund the project are also noted.

## FY 17-18 Budget & Funding Sources

For projects proposed for the FY 17-18 fiscal year, potential cost estimates and funding sources are noted.

### Other Comments

These include any general comments or notes that are important for the person or organization carrying out the strategy to know.

### Action Item List [AS3]

Action Items for the Green Centerpiece			
#	Name	Timing	Lead Entity
<b>Action Items for the Entire Green Centerpiece</b>			
1	Approve Green Centerpiece institutional structure	1	All Operating Partners
2	Assemble the financial resources for Green Centerpiece	1	All Operating Partners
3	Cooperative burn program	1, 4	UNT
4	Create co-branding opportunities for LLELA	3	All Operating Partners
5	Create mission-related events and activities that bring people to the Green Centerpiece	2, 4	All Operating Partners
6	Design public infrastructure using principles of sustainable design	2, 4	City
7	Education and marketing for eco-tourism business connections	4	City
8	Enhance and expand education and research programs in LLELA	4	LISD, UNT
9	Environmentally-related public art	2, 4	City
10	Environmentally-related way-finding and interpretive signage throughout the City and LLELA	2	City
11	Establish trails, bikeshare or other mobility connections	3	City, DCTA
12	Exotic species control program for vegetation threatening LLELA's ecosystems	2, 4	UNT
13	Extension of LLELA programs to other City and LISD parks and facilities	2, 4	City
14	Secure water supplies to maintain desired pond levels year-round	3	City

<b>Action Items for the Green Centerpiece</b>			
<b>#</b>	<b>Name</b>	<b>Timing</b>	<b>Lead Entity</b>
15	Improvement of Creeks and greenbelts	4	City
16	Incorporate Green Centerpiece concepts in DCTA materials	2, 4	DCTA
17	Increase research activities conducted within LLELA	2, 4	UNT
18	Interpretive Park Ranger	2, 4	City
19	Monitor key wildlife species	2, 4	UNT
20	Outreach to showcase Green Centerpiece successes	2, 4	All Operating Partners
21	Partner for Green Centerpiece mental and physical health programs	2	City, MCL
22	Programs: 3rd party presentations and contracts	4	City, UNT
23	Review concessionaire leases on COE property	3, 4	City
24	Seek business support for Green Centerpiece initiatives	3	Audubon
25	Implement the storm water ordinance	2	City
26	Visitor experience: Gear and equipment checkout / Trail backpacks	1, 2	City
27	Visitor experience: diversify audiences	4	City
<b>Action Items for the Central Area</b>			
28	Add recreational access and educational infrastructure at LLELA	3, 4	City
29	Improved bathroom facilities	2	City
30	College level courses offered at LLELA facilities	3	UNT, LISD
31	Continue Lewisville Lake & LLELA operations	4	COE
32	Continue restoration projects	4	UNT
33	Develop a Nature Center	2, 3	City (and other funding partners)
34	Develop the Beaver Pond to its greatest potential	2, 4	City
35	Diversification of school visits	3	City, LISD, Audubon
36	Enhancement of Lake Park as a key destination place within the Green Centerpiece	3	City
37	Increase genetic diversity	2, 4	UNT
38	Infrastructure: build nature playgrounds in LLELA area	3	City
39	Interpretive plan	2	City
40	K-12 connections to real-world research	3	City, LISD, UNT, Audubon

## Action Items for the Green Centerpiece

#	Name	Timing	Lead Entity
41	Maintain the Minor-Porter Log House, smokehouse & dugout	2	City (and other funding partners)
42	Maintenance Crew to maintain LLELA and assist with major projects.	4	City
43	Marketing to schools	2	LISD, City
44	New roadway with adjacent trail and enhanced entrance	3	City (and other funding partners)
45	Native plant and tree nursery	2, 4	UNT, City
46	Office Space, and Classrooms	1	City, LISD
47	Outside teacher training workshops	3	City, LISD, Audubon
48	Program evaluation	3	City, LISD, Audubon
49	Programs: eco-university series	3	City, UNT, Audubon
50	Programs: homestead	4	City, LLELA volunteers
51	Programs: natural science mentorship program	2, 4	LISD, Audubon
52	Staff training & certifications	4	City, Audubon
53	Trail development in LLELA	4	City, UNT
54	Visitor experience: trail technology	3	City
55	Volunteers: Recruit, Engage & Retain	4	All Operating Partners
56	Volunteers: river crew	4	City, LLELA volunteers
57	Volunteers: training	4	City, UNT
<b>Action Items for the Expanded Area</b>			
58	Acquisition of park land to extend the Green Centerpiece	4	City
59	Develop Land Use Plan and design guidelines/requirements	2, 4	City
60	Economic development recruitment of 'green' businesses	4	City
61	Engage residents of adjacent neighborhoods in special programs and activities	2, 4	City
62	High school environmental research program	2	LISD, UNT
63	Improved kayak launch and takeout facilities	2	City
64	Interested partner volunteerism	2, 4	All Operating Partners
65	Develop a Green Centerpiece marketing plan	2, 4	All Operating Partners

Action Items for the Green Centerpiece			
#	Name	Timing	Lead Entity
66	Marketing: promote the Green Centerpiece at ecotourism fairs and festivals	4	City
67	City adoption of Green Code	2	City
68	Outreach: university connections	2	UNT
69	Partnerships for commercialization of UNT's LLELA-based research	3	UNT, City
70	Programs: Citizen science	4	City, UNT, LISD, Audubon, LLELA volunteers
71	Programs: Restoration staff involvement & programs	4	UNT
72	Reuse of landfill property at time of closure	3	City, plant operators
73	SER Conference	2	City
74	Work with private developers to incorporate Green Centerpiece concepts	4	City
75	ADA Compliance	4	City

### Organizing for Continuing Success

A complex, multi-disciplinary initiative like the Green Centerpiece needs a continuing commitment of resources and effort from its partners if it is to be successful over time. The Operating Partners for the Green Centerpiece expect to provide this support through a continuing organizational partnership. An immediate focus – the Nature Center – brings the potential for an important new attraction within the Green Centerpiece as well as a larger role for Audubon Texas, an organization with a strong track record of success in Nature Center operation and a national reputation as a leader in conservation, ecosystem restoration and environmental education.

#### Organizational Structure

The Operating Partners that have worked together to create this Master Strategy will continue their collaboration to implement it. The appropriate decision-making bodies for each of the Operating Partners – the U.S. Army Corps of Engineers, the City of Lewisville, Lewisville Independent School District and the University of North Texas – will be asked to approve or endorse this

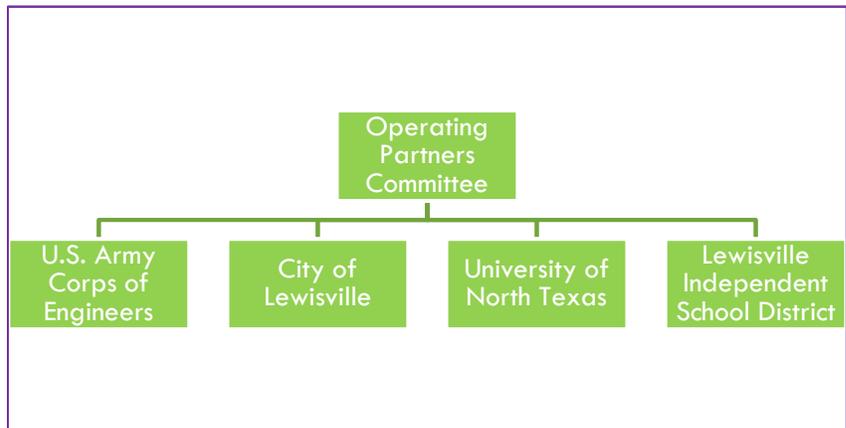


EXHIBIT 13: GREEN CENTERPIECE ORGANIZATIONAL STRUCTURE

Green Centerpiece Master Strategy. Following its adoption, a continuing organizational structure will be put in place. Representatives of each partner organization will serve on an Operating Partners Committee. This committee will oversee and coordinate progress on all of the Action Items underway each year. The Committee will ensure that the partners' contributions (in terms of funding, staff time and expertise) are adequate to carry out each year's activities. The committee is expected to meet quarterly to review progress, plan activities for the next quarter, and address any issues and opportunities for success.

Each Operating Partner will be responsible for specific Action Items each year. Each partner will secure the funding and other resources needed to carry out their Action Items, and will provide professional expertise needed to successfully complete the Action Items. Partners may play lead or supportive roles for each Action Item.

### **Funding**

The Operating Partners Committee will be responsible for ensuring that each year's funding is appropriate for the Action Items identified for that year. Each individual partner organization will contribute resources and expertise to achieve these goals.

### **The Opportunity for a Nature Center**

A significant Nature Center can bring many additional benefits to LLELA and the Green Centerpiece. It serves as a focal point for visitors, sponsors and others interested in the Green Centerpiece. It provides a venue for educational programs, research studies, events and other gatherings that does not exist in LLELA today. It will draw a larger audience of people to the site and its assets. At a practical level, it provides support for both educational and research projects by providing meeting, office and research space. Technology, equipment and tools for students and visitors can be available here as well.

Currently, Audubon Texas operates two nature centers in the Dallas – Fort Worth region – the Trinity River Audubon Center in Dallas and Dogwood Canyon Audubon Center in Cedar Hill. As part of this Master Strategy process, Audubon Texas conducted a feasibility study to determine if it would be feasible to add a third center, at LLELA. The results of this study indicate that such a center could be financially and operationally feasible. The Nature Center defined through this study would require approximately \$20 million in capital funding. The City of Lewisville has agreed to fund 100% of the capital costs of the Nature Center as long as LISD and UNT sign long term use agreements that support a percentage of the maintenance and operations costs of the center.



Audubon has a long and successful history of managing Nature Centers. They bring expertise and their extensive contacts in the conservation and non-profit communities to the communities where they work. Some of these Audubon Centers are illustrated in the images below – the Trinity River Audubon Center in Dallas TX, the Audubon Greenwich Center in Greenwich CT and the Grange Insurance Audubon Center in Columbus OH.



Having an Audubon-managed Nature Center within the Green Centerpiece could provide the focal point for the Green Centerpiece's identity and a central gathering place for the people and organizations that support it.

Action Item #33 is the development of a Nature Center. This will be one of the most important action items for the next several years. The Nature Center's funding, design and construction represent a major opportunity for all Operating Partners, for the Green Centerpiece and for the Lewisville community.

## ACTION ITEMS FOR THE ENTIRE GREEN CENTERPIECE



## 1. Approve Green Centerpiece institutional structure

<b>Action Item Description:</b>	Approve an institutional structure that can effectively manage on-going programs at LLELA and implement these Green Centerpiece recommendations.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	1	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	<p>A structure that includes all Operating Partners, that benefits from their support and funding, and effectively accomplishes the projects identified each year.</p> <p>Following the Master Strategy's adoption, a continuing organizational structure will be put in place. Representatives of each partner organization will serve on an Operating Partners Committee. This committee will oversee and coordinate progress on all of the Action Items underway each year. The Committee will ensure that the partners' contributions (in terms of funding, staff time and expertise) are adequate to carry out each year's activities. The committee is expected to meet quarterly to review progress, plan activities for the next quarter, and address any issues and opportunities for success.</p>				
<b>Lead Entity:</b>	All Operating Partners				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	No additional budget impact				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	No additional budget impact				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	All partner organizations participated in Operating Partner Committee (OPC) meetings in November 2016, July 2017 and October 2017. Instead of a regular quarterly meeting in the spring of 2017, the City of Lewisville hosted and funded a Nature Center Design Charrette. All partners participated in the charrette.				

<p><b>Action Steps for FY 17-18:</b></p>	<p>All: host and participate in quarterly OPC meetings.          COL: continue to manage OPC meetings and materials for the partners.          UNT: continue scientific advisory role in strategic planning activities.          LISD: work with COL to determine appropriate funding agreement for LLELA.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>COL continues to provide support resources for managing Operating Partners activities through its General Fund budget. All partners fund their own participation in OPC meetings as part of their regular budgets.</p>

## 2. Assemble the financial resources for Green Centerpiece

<b>Action Item Description:</b>	Assemble the financial resources needed to continue current LLELA programs and operations, and to cover costs identified for priority action items.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	1	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	<p>Assurance that Green Centerpiece programs can be successfully implemented.</p> <p>Each Operating Partner will be responsible for specific Action Items each year. Each partner will secure the funding and other resources needed to carry out their Action Items, and will provide professional expertise needed to successfully complete the Action Items. Partners may play lead or supportive roles for each Action Item; these roles are identified in the Master Strategy.</p> <p>The Operating Partners Committee will be responsible for ensuring that each year's funding is appropriate for the Action Items identified for that year. Each individual partner organization will contribute resources and expertise to achieve these goals.</p> <p>These funding responsibilities should remain stable until the opening of the Nature Center, currently expected to occur in 2021. Roles and responsibilities after the Nature Center is open will be negotiated while Center design and construction is underway.</p>				
<b>Lead Entity:</b>	All Operating Partners				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	No additional budget impact				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	COL continued to fund OPC support and LLELA operations through its General Fund budget. UNT's funding relies on grants, volunteer contributions and funding of staff positions through the Advanced Environmental Research Institute (AERI).				

<b>Other Comments:</b>	
<b>Results through July 2017:</b>	<p>UNT: LLELA falls under the administrative umbrella of the Advanced Environmental Research Institute (AERI). In 2016 (latest compilation of activities), AERI had 52 active grants funded at a total of \$13.7 million, and submitted an additional 22 grant proposals with a total value of \$14.7 million that were not funded. Grants related to LLELA support projects including a research project focused on Texas Bluegrass; current year grants are approximately \$12,000. Over 3,000 hours of volunteer time were contributed in the first half of 2017.</p> <p>The City of Lewisville has funded 2 Full-Time positions, part-time educators, and maintenance of LLELA[DB4] facilities[DB5] (\$306,074) and marketing (\$36,657) for FY16-17.</p>
<b>Action Steps for FY 17-18:</b>	<p>UNT: continue to seek external funding to support LLELA research activities. LISD: Dedicate specific LISD liaison.</p> <p>COL: The FY 17-18 budget includes funding for Action Items #4 (co-branding opportunities), #7 (eco-tourism/business connections) and #18 (interpretive park ranger). A total of \$158,272 is included in the FY 17-18 budget for these action steps.</p>
<b>FY 18-19 Budget &amp; Funding Sources:</b>	<p>UNT will continue responding to grant and contract requests for proposals for which LLELA ecosystems appear appropriate, utilizing any knowledge developed from those activities to continue providing scientific support for the City's green centerpiece actions. Opportunities where Audubon and UNT can collaborate on basic or applied research will be targeted, as will opportunities where UNT can collaborate with LISD or the City to further the overall mission of LLELA. COL will continue to support LLELA using General and Recreation Funds.</p>

<b>3. Cooperative burn program</b>					
<b>Action Item Description:</b>	Develop a working relationship between LLELA burn personnel and local fire departments in conducting prescribed burns.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	1, 4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	The development of a working relationship between LLELA burn crews and local fire officials. Wildland fire experience for firefighters. More efficient prescribed burns. Ability to conduct more complicated prescribed burns. Increased public awareness.				
<b>Lead Entity:</b>	UNT				
<b>Support Entity/Entities:</b>	City, COE				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	No additional budget impact  UNT funded research and wildlife management activities at LLELA with several external grants/contracts and with internal funding to support salaries and maintenance and operations activities.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	No additional budget impact for COL See Action Item #2 for UNT funding				
<b>Other Comments:</b>	UNT's LLELA staff will write the burn plan, for approval by the COE (related to land management) and the Lewisville Fire Department (for burn timing and safety issues). The burns will be conducted by UNT with assistance and involvement by the Lewisville Fire Department.				
<b>Results through July 2017:</b>	UNT: conducted 3 prescribed burns totaling approximately 130 acres.				
<b>Action Steps for FY 17-18:</b>	Plan and execute the 2017 burn plan.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	See Action Item #2.				

#### 4. Create co-branding opportunities for LLELA

<b>Action Item Description:</b>	Use the other major events that occur in Lewisville as opportunities to introduce LLELA to participants.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	People who participate in other events in Lewisville, whether residents or visitors, become familiar with the assets at LLELA.				
<b>Lead Entity:</b>	All Operating Partners				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	<p style="text-align: center;">(Based on including all opportunities detailed below)</p> <p style="text-align: center;">\$50,000 [\$45,000 ongoing, \$5,000 one-time]                  [\$19,000 printing; \$11,000 advertising; \$14,000 promotional items;                  \$5,000 one-time materials; \$1,000 transportation services]</p> <p style="text-align: center;">Source: LLELA Operating Budget</p>				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	<p style="text-align: center;">(Based on including all opportunities detailed below)</p> <p style="text-align: center;">\$53,500 [all ongoing]                  [\$27,500 printing; \$11,000 advertising; \$14,000 promotional items;                  \$1,000 transportation services]</p> <p style="text-align: center;">Source: LLELA Operating Budget</p>				
<b>Other Comments:</b>	<p>Cost Breakdown and Identified Opportunities:</p> <p>GENERAL NEEDS:</p> <p>Booth materials – Opportunities could be either indoor or outdoor, but any on-site presence is likely to require table covers, display pieces, backdrop or banners, and possibly a branded tent or portable outdoor kiosk. These are one-time costs. Minimum recommendation for the first year is to purchase a branded outdoor kiosk, two branded vinyl table covers, one free-standing brochure display rack, and a vinyl booth backdrop or banner. Some opportunities will have additional costs, as described below. FY 16-17 COSTS – \$2,000 [branded kiosk tent, \$1,000; two branded vinyl table covers, \$400; one generic free-standing six-foot pole materials display rack, \$100; one branded vinyl backdrop, \$500]</p>				

FY 17-18 COSTS – none projected

Printing – General marketing materials are needed for most uses described below, including a visitor brochure, trails map, and membership brochure. The city currently prints a visitor brochure and a birding brochure, and is designing a version of a trails map. However, these are consumable items and require an ongoing investment. Additional materials will be needed as new facilities or programs are added at LLELA. Costs shown here are for additional printing needed to pursue all opportunities listed in this Action Step, and do not include printing costs associated with general marketing efforts.

FY 16-17 COSTS – \$15,000 [visitor brochure, \$5,000; combined trails map, \$2,500; individual trail maps, \$2,500; membership brochure, \$2,000; redemption voucher, \$3,000]

FY 17-18 COSTS – \$23,500 [visitor brochure, \$6,000; combined trails map, \$3,000; individual trail maps, \$2,500; membership brochure, \$2,500; redemption voucher, \$3,500; paddling trail brochure, \$6,000]

Promotional Items – Many of the opportunities described below call for the use of branded promotional items or un-branded giveaways. Examples include branded water bottles or canvas bags, and generic plastic toy giveaway. LLELA does not currently have a supply of promotional items. These are consumable items and require an ongoing investment. Costs listed here include all opportunities described below, so would decrease if some opportunities are removed.

FY 16-17 COSTS – \$14,000 [small items, \$2,000 for 4,000 pieces; medium items, \$4,000 for 600 pieces; large items, \$4,000 for 200 pieces; premium items, \$4,000 for 80 pieces]

FY 17-18 COSTS – repeat of previous year

Sample items and pricing:

1. Water bottle - range \$0.50 - \$4.00 per unit
2. Sport drawstring backpack - range \$1.50 - \$4.00 per unit
3. Canvas tote bag - range \$3.00 - \$6.00 per unit
4. Flower seed packets - range \$0.60 - \$1.40 per unit
5. Coloring book (standard production, environmental themes) - \$0.50 per unit
6. Customized press-on tattoos - range \$0.05 - \$0.50 per unit
7. Plastic spiders - \$4.25 for 144 unit
8. Mini insect erasers - \$5.50 for 144 unit
9. Small bugs - \$7.00 for 48 unit
10. Sports rubber binoculars - \$6.00 per unit
11. Sunglasses - range \$1.00 - \$2.50 per unit
12. Koozie - range \$0.60 - \$2.50 per unit
13. Picnic cooler - range \$7.00 - \$30.00 per unit
14. Umbrella - range \$5.00 - \$12.00 per unit

Advertising – Some of the opportunities described below include paid advertising in specialty publications. There also needs to be a general advertising budget for various audiences, but this Action Step solely

addresses those costs associated with co-branding with other events. Costs shown here are for additional advertising needed to pursue opportunities listed in this Action Step, and do not include advertising costs associated with general marketing efforts.

FY 16-17 COSTS – [listed below with individual opportunities]

FY 17-18 COSTS – [listed below with individual opportunities]

Annual Pass Sales – Each of the opportunities described below should be evaluated for the possibility of allowing on-site sale of LLELA Annual Passes. Internet access would allow passes to be purchased using credit cards, which would eliminate any cash-handling risk. Current technology would allow this to be done with a tablet and a magnetic reader using any available wireless connection.

EXISTING EVENTS:

City                      ColorPalooza  
                                Funny Bunny Festival  
                                KTA Jam Session  
                                Sounds of Lewisville concerts  
                                Best Little Brewfest in Texas  
                                Western Days  
                                Spooktacular Trails  
                                Old Town Holiday Stroll  
                                MCL Grand programming

LISD                      Lewisville HS Hey Day

UNT                      The Big Event

ColorPalooza (city): LLELA will participate in the Eco Alley environmental demonstration stations at the inaugural event on April 9. Consider adding a redemption voucher that can be redeemed at the entrance gate (with paid admission) for a branded giveaway such as a water bottle or canvas bag. Other option for future years include a plant or seed giveaway, perhaps limited to the first set number of attendees; and a “sample” habitat set up using planters and pallets that can expose visitors to the types of flora found at LLELA. In addition, LLELA could be named the presenting sponsor for Eco-Alley (at no cost) with all sponsor recognition opportunities.

FY 16-17 COSTS – existing staff resources; printing and promo item costs if used

FY 17-18 COSTS – potential costs of plant/seed giveaway  
MCL Grand programming (city): Use existing city staff to produce an “EPCOT” style travel video highlighting aspects of LLELA including trails, camping, wildlife, kayaking, and river fishing. Video could be shown on the MCL Grand projection screen prior to selected public performances, and used as a general marketing video through other outlets such as the city

cable channel, LISD student video programming, local hotel in-house channels, online distribution, trade shows, etc.

FY 16-17 COSTS – existing staff resources (possible cost for hotel in-house channels)

FY 17-18 COSTS – repeat of previous year

Old Town Holiday Stroll (city): Event is held the first Saturday of December, about three weeks prior to the Homestead Christmas event at LLELA. The festival presents an opportunity to create an interactive display at the event that gives a taste of the Homestead event and encourages people to attend. Volunteers in period dress could bring the display to life, and hands-on activities for kids would draw a steady crowd. The same display could be used at other Christmas festivals in Denton County.

FY 16-17 COSTS – materials and labor for a false-front cabin (\$2,000); giveaway items

FY 17-18 COSTS – repeat of giveaway items from previous year

Old Town Holiday Stroll (city) – Create a physical link between the festival and LLELA by providing free shuttle transportation from one to the other, and having the Homestead Christmas preview activities held at LLELA instead of (or in addition to) the festival.

FY 16-17 COSTS – transportation costs (\$1,000 or use city vans and drivers)

FY 17-18 COSTS – repeat of previous year

Sounds of Lewisville (city) – Free concerts are held Tuesday evenings in June and July in Wayne Ferguson Plaza. There is ample opportunity for on-site presence at any or all concerts. Children could be engaged through a LLELA coloring book (feature native birds?) to take home, temporary press-on tattoos of birds and animals found at LLELA, or other activities.

FY 16-17 COSTS – existing staff resources; \$4,000 for custom coloring book printing

FY 17-18 COSTS – repeat of previous year

Western Days (city) – Two-day festival held the end of September, draws more than 20,000 people. There is ample opportunity for on-site presence at the festival, either as simple as an exhibitor booth or as elaborate as a “sample” habitat set up using planters and pallets that can expose visitors to the types of flora found at LLELA. In addition, LLELA could be named the presenting sponsor for the Western Market (at no cost) with all sponsor recognition opportunities.

FY 16-17 COSTS – existing staff resources (printing and promo item costs above)

FY 17-18 COSTS – repeat of previous year

Funny Bunny / Spooktacular Trails (city) – Provide on-site presence at PALS events to promote LLELA to the family audience.

FY 16-17 COSTS – candy (Spooktacular) or other giveaway (Funny Bunny)

FY 17-18 COSTS – repeat of previous year

Lewisville HS Hey Day (LISD): LLELA shared booth space in 2015 with the city's Parks and Leisure Services Department, providing printed materials about the preserve and PALS activities. Space could be used differently in 2016, offering a hands-on activity for children that will keep visitors at the booth longer. For example, large beds of soil that have "insects" buried in the dirt, so children could use hand trowels to dig for plastic toy prizes.

FY 16-17 COSTS – building the soil boxes (\$500); plastic toy prizes priced above

FY 17-18 COSTS – repeat of previous year, but plan for larger turnout

Lewisville HS Football (LISD): Hang banners at Max Goldsmith Stadium visible to both sets of stands, and include a pre-game announcement about the preserve. Consider placing an advertisement in the football game program for the full season.

FY 16-17 COSTS – produce one large or two medium banners (\$500); program ad purchase cost (\$1,000) LISD will allow two banners once determined by City of Lewisville Parks

FY 17-18 COSTS – repeat ad purchase cost, but consider adding other LISD stadiums

UNT Football (UNT): Create some sort of LLELA presence at UNT home football games, similar to the LHS proposal presented above. Program advertising would be the cornerstone, but an on-site booth with branded giveaways could be considered.

FY 16-17 COSTS – program ad purchase cost (\$10,000)

FY 17-18 COSTS – repeat of previous year; possible addition of branded giveaways

The Big Event: A nationally recognized day of service celebrated by the UNT community in March. UNT volunteers contribute over 10,000 hours of service in 7 cities in Denton County, including a large contingent of faculty, staff and students who participate in wildlife management activities at LLELA each year. Approximately 150 hours were contributed at LLELA in 2017.

FUTURE/POTENTIAL EVENTS:

Earth Day (April 22) – City observance is folded into ColorPalooza on April 9. Are there events planned at LISD or UNT? If so, a LLELA presence should be arranged either on-site or in print.

LLELA events – Consider creating a series of moderately sized, low-impact special events at LLELA. This has proven successful in the past with the Ale of a Trail Run. The Elm Fork could present an opportunity, depending upon conditions.

	<p>Pro Watercross Tour (summer 2017) – Create a shuttle connection from Lake Park to LLELA, using on-site presence for LLELA at the event and themed activities at the preserve.</p> <p>OTHER IDEAS:</p> <p>LISD does an art contest for each school level (elementary, middle, high). Consider an art contest at LLELA, promoted through LISD schools, where students visit the preserve and draw, sketch, paint, or otherwise represent something they see there. Selected entries can be displayed at MCL Grand or other city and school facilities.</p> <p>LISD has a conservation program or a “green” program. LLELA could sponsor something special as part of this program, with students receiving a redemption coupon for admission or a promotional gift.</p> <p>This year, for the first time, UNT is offering a “Global Citizen Sustainability Scholarship” with the help of Jostens. UNT is looking for undergrads who are preparing for a career in sustainability and who engage in green activities. The winning student will receive \$1000. Could LLELA partner with a group like Keep Lewisville Beautiful or a local plant store to offer this type of scholarship, either in conjunction or as a separate initiative?</p> <p>Is it possible to set up a “sample” version of LLELA on the UNT campus? Find a place on campus that has good visibility and set up a display of different plants and habitats found at LLELA.</p>
<p><b>Results through July 2017:</b></p>	<p>The Big Event: 25 March LLELA was highlighted at the well-attended Bringing Nature Home event at the MCL Grand Theater in January 2017, approximately 100 UNT students, with speaker Douglas Tallamy.</p> <p>LLELA staff and faculty participated in prairie restoration activities on the eastern portions of LLELA. City of Lewisville volunteers presented booths at the April 2017 Colorpalooza (attended by 3,500 people) and at Western Days in September 2016 (attended by 15,000 people). LLELA and Recreation Center teams shared a booth at Lewisville High School’s 2017 Hey Day in August.</p> <p>LLELA brochures, trail maps, articles and other printed items have been widely distributed. An advertisement ran in 2017 Summer edition of Living Bird.</p> <p>LLELA booth materials were packaged into a kit which is easier for volunteers to pick up and transport to events.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>The Big Event: will repeat in the Spring of 2018. Create a video to provide consistent communication and advertisement about LLELA. Within the current budget the team will work to expand the pool of volunteers</p>

	<p>available to staff the LLELA booth at events. Additional funds in the amount of \$52,497 will allow staff to purchase sustainable promotional and educational items that can be used at LLELA to distribute at fairs, presentations and other community events. Marketing via the City's Convention and Tourism will continue at current levels.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>The Big Event: repeat of 2017 funding sources. COL: General and Recreation Funds.</p>

## 5. Create events & activities bringing people to the Green Centerpiece

<b>Action Item Description:</b>	Build on past events to create a year-round calendar of activities that draw Lewisville residents and visitors to the Green Centerpiece.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$-\$\$
<b>Desired Result or Outcome:</b>	<p>Connect people with nature, but without damaging the diverse wildlife habitat.</p> <p>Current events should continue. Additional events should be added, assuming there are staff resources to support them. For future budget years, the staff and resources needs should be determined by the Green Centerpiece marketing plan.</p>				
<b>Lead Entity:</b>	All Operating Partners				
<b>Support Entity/Entities:</b>	Audubon, Friends of LLELA				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	General Fund and 4B funds				
	UNT: LLELA has a long standing bird banding station funded with several external grants/contracts and with internal funding to support salaries and maintenance and operations activities.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	City: General Fund and 4B funds				
	UNT: See Action Item #2				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	<p>UNT started the bird banding station in 2005 and operates it during both the spring and fall migration seasons. Approximately 1,000 birds are banded each year among nearly 80 species.</p> <p>LISD Board of Trustees and LISD Leadership team toured LISD facility. All 7<sup>th</sup> grade LISD students attended LLELA during the fall of 2016.</p> <p>In December 2016, the 10<sup>th</sup> annual Christmas at the Cabin attracted over 200 participants.</p>				

	<p>The Friends of LLELA organized the first-ever BioBlitz with over 100 participating researchers and observers in April 2017. It generated very positive feedback and has potential to be a growing annual event with opportunities for visitors of all ages to contribute to data collection and interact with researchers.</p> <p>An inaugural Celebrate Birds event coincided with International Migratory Bird Day in May 2017. This first-year event was lightly attended but well-received. It relates strongly to LLELA’s mission and has potential to grow with added publicity and staff support.</p> <p>National Trails Day hikes in June were rained out this year, the second year they’ve been offered.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT: advise City on strategies to draw Lewisville residents to LLELA without degrading existing environmental resources at LLELA, including opportunities such as exhibits, participation and observation of bird banding.</p> <p>LISD: Publicize LLELA in a rotating banner/information on the website.</p> <p>Consideration of increased student participation at LLELA beyond 7<sup>th</sup> grade</p> <p>COL: Continue healthy menu of programs offered at LLELA and promoted with the WOW brochure. Enhancements include:</p> <ul style="list-style-type: none"> <li>• Expand the hours at Christmas at the Cabin (10 am-3 pm from 12-3 pm)</li> <li>• Assist the Friends of LLELA in planning and publicizing a spring 2018 Bioblitz with enhanced opportunities for participants of all ages.</li> <li>• Expand Celebrate Birds schedule of events and publicity.</li> <li>• Expand educational signage and programming utilizing the new Interpretive Park Ranger position.</li> </ul>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>COL: General and Recreation Funds. UNT: to seek additional appropriate grants and contracts.</p>

## 6. Design public infrastructure using principles of sustainable design

<b>Action Item Description:</b>	Use sustainable design so public infrastructure sets an example for the community and exemplifies the values behind the Green Centerpiece.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	<p>More sustainable capital investments and examples for others to follow.</p> <p>Projects under design now that exemplify this approach include the Multi-Generational Recreation Center and new fire stations.</p>				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	CIP Funds				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	CIP Funds				
<b>Other Comments:</b>	Capital improvements funded by the 2015 bonds should be reviewed to incorporate sustainable design. Sustainable design does not significantly increase project capital costs if incorporated from the beginning of the design process, and it can reduce operating and maintenance costs over the life of the facility.				
<b>Results through July 2017:</b>	The City of Lewisville is integrating sustainable design practices into the development of the Multi-Generational Center and Fire Station # 3 and #8. At the MGC, utilizing natural light and energy-efficient heating/cooling systems are being considered in the design process. In both cases, the COL is attempting to strike a balance between sustainable building practices and meeting budget/time constraints.				
<b>Action Steps for FY 17-18:</b>	Continue with final design efforts and begin construction at two city facilities.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	Bond, Grants and 4B Funds.				

## 7. Education and marketing for eco-tourism business connections

<b>Action Item Description:</b>	Use outreach to restaurant, hotel and other hospitality businesses to create marketing opportunities and develop eco-tourism business connections. Encourage LLELA visitors to take advantage of other Lewisville assets and businesses, and use the hospitality/tourism businesses to introduce visitors to LLELA.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	More visitors at LLELA and new customers for local restaurants, hotels and shops. Note that marketing materials for these initiatives are included in Action Item #5.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	LISD, UNT				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	<p>LISD – provide venue information, marketing materials and possibly entrance vouchers to student groups participating in multi-day competitions or conferences at LISD facilities. Display LLELA marketing materials at LISD facilities where appropriate (administration, Westside Aquatic Center, etc.)</p> <p>UNT – explore creation of an Eco-Tourism program through UNT’s Master Science in International Sustainable Tourism (MIST) graduate program.</p> <p>COL – provide a limited supply of admission vouchers to participating hotels for distribution to interested guests. Provide LLELA marketing materials and a limited supply of admission vouchers to large youth sports events and professional conferences. Pursue the possibility of airing an “Epcot-style” video on in-house television channels at local hotels. Pursue mounting LLELA photos, with visible branding, at local hotels and restaurants. Create and market eco-tourism packages on the CVB website</p>				

	and through third-party travel sites. Conduct fam tours for regional tour operators.
<b>Results through July 2017:</b>	Marketing and educational material has been distributed to Lewisville hotels and business.
<b>Action Steps for FY 17-18:</b>	UNT: introduce faculty, staff and students from the MIST program to City planners who are working to create and market ecotourism packages. UNT will explore opportunities for MIST faculty to collaborate with the City and for potential City internships for MIST graduate students. Upon receipt of marketing materials LISD personnel will distribute to appropriate locations. COL: The FY 17-18 budget includes \$52,497 to increase funding for marketing LLELA to businesses, hotels and visitors to Lewisville as well as for promotional items. Marketing information will be included on social media and other outlets, as well as provide vouchers for hotels to distribute to guests and tournament/convention coordinators to distribute to participants/attendees.
<b>FY 18-19 Budget &amp; Funding Sources:</b>	COL: General and Recreation Funds.

## 8. Enhance and expand education programs in LLELA

<b>Action Item Description :</b>	Blend LISDOLA and LLELA programs so offerings are coordinated and supportive of one another. Use LLELA in UNT's development of an environmental curriculum, including focus on water and solid waste issues.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$-\$\$
<b>Desired Result or Outcome:</b>	<p>A fee-based education program that can be used for various grade levels at LISD, other K-12 schools and for UNT students.</p> <p>Activities underway now will be included and considered during the planning for Nature Center programming and curriculum.</p>				
<b>Lead Entity:</b>	LISD, UNT				
<b>Support Entity/Entities:</b>	City, Waste Management, Republic, COE, Texas Parks & Wildlife				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	<p>Cash from all parties; grants</p> <p>UNT course fees attached to courses that include field visits.</p> <p>Fees from LISD and other districts.</p>				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	<p>Cash from all parties; grants</p> <p>UNT course fees attached to courses that include field visits.</p> <p>UNT to seek additional grants and contracts.</p> <p>Funding from LISD.</p> <p>Fees from other districts.</p>				
<b>Other Comments :</b>	<p>A unique feature that provides an additional benefit of exploring ecosystem services at LLELA is the strong educational outreach program already underway. Approximately 10,000 school aged children in grades 1 through 8, and several hundred university students visit LLELA each year to explore and learn about environmental systems. As ecosystem services research activities begin to more fully understand the ecosystem functions at LLELA, and those functions become associated with benefits to people, the curriculum for students visiting LLELA can be developed in a way to make the concept of ecosystem services a normal thought process when questions such as "why are we concerned about the environment" are asked. These students will become the educated citizens of our communities who will ultimately expect their decision makers to incorporate the value of ecosystem services into their decision making authorities. (From Research Committee's "Research Strategy for LLELA")</p>				

<p><b>Results through July 2017:</b></p>	<p>UNT education: 1,200 undergraduate students visit LLELA each year as part of the laboratory experience in our freshman environmental science class. Several graduate students have conducted studies at LLELA related to their theses or dissertations.</p>	
<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will double UNT's freshman course in environmental science outdoor lab experience (from 1 to 2) LLELA field visits each semester. Other courses will begin planning field visits during FY17-18.</p> <p>LISD Elementary Science Administrator will collaborate with LLELA personnel to create TEKS based learning experiences for additional grades. City staff will work with LISD and other school systems to develop use agreements for education programs at LLELA.</p>	
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>UNT course fees charged for courses that include field visits.          UNT will continue to seek grants for appropriate research.          LISD staff time to work on curriculum and learning experiences</p>	

## 9. Environmentally-related public art

<b>Action Item Description:</b>	Use public art at gateways and other key locations throughout Lewisville to communicate the community’s focus on the Green Centerpiece.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	<p>Artwork at gateways and other key locations that engages people in thinking about their environment and the assets of the Green Centerpiece.</p> <p>The process for designing and selecting art should be considered during the development of the City’s Public Art Master Plan in FY 16-17.</p>				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	LISD, UNT (arts programs for both)				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	<p>Arts Funding, grants; Master Plan funded by City in FY 16-17.</p> <p>UNT: course fees for Field Drawing art course.</p>				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	<p>Arts Funding, grants</p> <p>UNT: course fees for Field Drawing art course.</p>				
<b>Other Comments:</b>	The first step would be to review existing plans for gateways and current public art criteria, to determine how this emphasis can be incorporated in future designs.				
<b>Results through July 2017:</b>	<p>UNT exposes art students to LLELA for a nature drawing session in a Field Drawing course.</p> <p>The City of Lewisville is currently working to develop a Public Art Master Plan which will include the public art piece at the MGC. The city has contracted with artist Andrew Dufford – a renowned artist whose hallmark is integrating the natural world into his works. On July 10 and 11, 2017 Mr. Dufford met with the team overseeing the design of the MGC to learn more about the project and was featured during a “Meet the Artist” reception where members of the community were introduced to his vision for the piece.</p>				

<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will continue to utilize LLELA for a session in its Field Drawing course.</p> <p>Complete the Public Art Master Plan.</p> <p>Continue to work with Andrew Dufford as he crystallizes his vision for the piece of public art to be featured at the MGC. Mr. Dufford will unveil his preliminary designs at workshop to staff and the public during his next visit to Lewisville in early October 2017.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>UNT: course fees for Field Drawing art course.</p> <p>Funding sources for the art piece at the MGC are comprised of Bonds and 4B Funds.</p>

## 10. Way-finding and interpretive signage

<b>Action Item Description:</b>	Environmentally-related way-finding signage is important for residents and visitors who are seeking destinations in Lewisville. Including an environmental focus conveys the message about the importance of the Green Centerpiece to Lewisville's community character. While this signage is important throughout the city, way-finding signage is also needed at LLELA along with expanded interpretive signage.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Clear and understandable way-finding signage that is in place when the Nature Center opens. Along with the signage, provide more user-friendly trail maps. Visitors understand all the trail routes and can easily find their way.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	UNT				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	\$5,000 way-finding to LLELA , General Fund				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	\$10,000 way-finding & interpretive at LLELA, General Fund				
<b>Other Comments:</b>	The first step is to review existing and currently-planned way-finding systems to decide how to incorporate this emphasis.				
<b>Results through July 2017:</b>	COL has worked to replace way-finding and interpretive signage that was damaged or lost during the floods at LLELA. Throughout Old Town signage includes wayfinding and directional signage to LLELA.				

<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will provide scientific input on information for interpretive signage.</p> <p>When the Vista Ridge Parkway extension and reconfiguration of access at Cowan Avenue is complete, the team at LLELA will work with the Street Department to determine if additional signs can be posted in the immediate area.</p> <p>In future years, a city-wide wayfinding plan will be developed. “All roads lead to LLELA” should be the central theme of the plan.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	

## 11. Establish trails, bikeshare or other mobility connections

<b>Action Item Description:</b>	Use mobility tools and techniques to make it more feasible to reach LLELA on foot or bicycle from DCTA stations and Old Town.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Easy access to LLELA and other Green Centerpiece areas by people on foot or bike.				
<b>Lead Entity:</b>	City, DCTA				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Grants, Private Operator				
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	<a href="http://www.pedbikeinfo.org/programs/promote_bikeshare.cfm">http://www.pedbikeinfo.org/programs/promote_bikeshare.cfm</a> <a href="https://www.bcycle.com/">https://www.bcycle.com/</a> LLELA Flap Grant for road and trail improvements scheduled for Phase I 2020 and Phase II 2022.				
<b>Results through July 2017:</b>	COL continues to seek alternate funding options for enhancing the bicycle and pedestrian infrastructure throughout the city. A TXDOT grant and matching COL funds will create a shared use trail along Garden Ridge Blvd that will eventually create a connection with LLELA once the DCTA's extension of the Katy Trail to the Lake Lewisville station is complete.				
<b>Action Steps for FY 17-18:</b>	The Garden Ridge Parkway shared use trail construction will begin in late FY17-18.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	Grants, Private Operator, Park Development Funds				

**12. Exotic species control program for vegetation threatening LLELA's ecosystems**

<p><b>Action Item Description:</b></p>	<p>Program designed to encourage community action in local parks. Facilitate community groups and individuals in removal of exotic species in parks. Organize work days and educational/informational meeting to inform participants as to the importance of their efforts. Specifically start with Chinese privet which, when present, makes a huge impact on volunteers due to the obvious positive impact they are able to effect with their efforts.</p>				
<p><b>Geographic Area:</b></p>	<p>Expanded Area</p>	<p><b>Timing:</b></p>	<p>2, 4</p>	<p><b>Cost to Operating Partners:</b></p>	<p>\$\$</p>
<p><b>Desired Result or Outcome:</b></p>	<p>Reduction of exotic species in local parks and other areas would reduce the available sources of seed input into the central area. Public awareness of issues related to exotic species. Community awareness of their local parks. Development of community grassroots action and feeling of ownership over their parks. With the knowledge and empowerment giving, a continuing effort by local groups to maintain and improve the conditions of "their" areas is likely to occur.</p>				
<p><b>Lead Entity:</b></p>	<p>UNT in LLELA, City in parks</p>				
<p><b>Support Entity/Entities:</b></p>	<p>City, Friends of LLELA, Scout groups, KLB</p>				
<p><b>FY 16-17 Budget &amp; Funding Sources:</b></p>	<p>Grants UNT funded exotic species control activities at LLELA with several external grants/contracts and with internal funding to support salaries and maintenance and operations activities.</p>				
<p><b>FY 17-18 Budget &amp; Funding Sources:</b></p>	<p>Grants</p>				



<b>Other Comments:</b>	Efforts would create a feeling of community and ownership that would help maintain natural areas via volunteers throughout the city. The improved conditions in the city's natural areas would improve the QOL for its citizens and make the city a more desirable place to live/move to.
<b>Results through July 2017:</b>	Removal of exotic plants at LLELA
<b>Action Steps for FY 17-18:</b>	UNT: continue programs to reduce exotic species at LLELA. Provide training to City maintenance staff so they know which plants are exotic and are removed, and which are natives to be preserved as part of native meadow creation.
<b>FY 18-19 Budget &amp; Funding Sources:</b>	

**13. Extension of LLELA programs to other City & LISD parks and facilities**

<b>Action Item Description:</b>	Incorporate the environmental education and activities that occur at LLELA in the programs at other City parks and facilities				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	2,4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Increase people's opportunity to learn about and also recreate in this diverse native ecosystem. The desired result is that people are encouraged to visit LLELA as a result of their experiences at other City parks and facilities.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	LISD				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	General Fund. These programs are set up to at least break even-and the impact to budget would be \$0.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	The new Multi -Generational Recreation Facility and adjacent park will offer an excellent design that connects the Lewisville community and LLELA.				
<b>Results through July 2017:</b>	40 people participated in our first-ever Owl Prowl at Central Park in Feb. 2017. We presented several times at the Senior Center, and Herring Rec Center summer camp participants visited LLELA in June 2017. A hike on National Trails Day was planned at the Valley Vista park next to Memorial Rec Center, but was rained out.				
<b>Action Steps for FY 17-18:</b>	Turnover in the Nature Programs Coordinator position has limited progress on this action item. We will hire an excellent candidate in late summer 2017 and provide support to move forward. The new team member will focus on making strong connections with the recreation and senior center, as well as other community groups.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General and Recreation Funds.				

**14. Secure water supplies to maintain desired pond levels year-round.**

<b>Action Item Description:</b>	Provide adequate water resource that can be used in the Green Centerpiece in areas where the ecosystem and/or recreational activities need water.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	A more reliable water source for the ponds at LLELA.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	COE, TCEQ, EPA, TWDB				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	The original concept for securing water supplies was to reuse treated wastewater effluent. This idea has been evaluated and a better alternative identified.				
<b>Action Steps for FY 17-18:</b>	City staff believes a better alternative to maintain appropriate pond levels is to build a raw water connection to the lake rather than reuse. Keith Marvin, Director of Public Services, is working with the COE on this project.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>					

**15. Improvement of Creeks and greenbelts**

<b>Action Item Description:</b>	In FY 14-15, the city funded a crew to target clean-up of Timbercreek; expand creek clean-up. Use the Green Centerpiece as an example of best practices in the conservation, use and reuse of water.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Areas that are aesthetically pleasing and representative of nature				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	KLB				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Currently funded in General Fund				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	General Fund				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	The COL has removed underbrush and repaired erosion along several greenbelts and trails in effort to improve the aesthetics in the area and increase safety.				
<b>Action Steps for FY 17-18:</b>	The COL will focus on development of a greenbelt/riparian restoration plan for the clearing of additional greenbelt areas in order to protect natural habitats. Funding is available in the Public Services budget.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General Fund				

**16. Incorporate Green Centerpiece concepts in DCTA materials**

<b>Action Item Description:</b>	Use DCTA's communications to share Lewisville's focus on the Green Centerpiece and to draw visitors from other parts of DCTA's service area.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Increase awareness and visitation of the Green Centerpiece by a regional audience, with an emphasis on public transit connections.				
<b>Lead Entity:</b>	DCTA				
<b>Support Entity/Entities:</b>	City				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	No additional funding needed.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Funding level depends upon advertising options with DCTA.				
<b>Other Comments:</b>	<p>This action item requires input from DCTA marketing staff. At this time, paid advertising options are limited. In addition, access to the green centerpiece using DCTA public transit is limited.</p> <p>Options: Approach CTA about creating transit access (Connect bus service) to the Green Centerpiece, especially the LLELA entry gate. Display marketing materials or images at the main DCTA train station in Denton and at other facilities where appropriate. Research options for including information on printed DCTA passes as an ongoing or rotating marketing impression. Revisit paid advertising options for DCTA facilities, buses and trains. Approach DCTA about possible cross-promotional hyperlinks on the LLELA and DCTA websites. Once there is DCTA access available, include transit information on LLELA marketing materials where appropriate.</p>				

<p><b>Results through July 2017:</b></p>	
<p><b>Action Steps for FY 17-18:</b></p>	<p>Community Relations and Tourism will work with DCTA to explore marketing opportunities. At this time DCTA does not allow any form of advertising on their trains/buses.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	

## 17. Increase research activities conducted within LLELA

<b>Action Item Description:</b>	Increase awareness of UNT researchers of opportunities at LLELA to support the stated purpose of the U.S. Army Corps of Engineers' lease property: to preserve and restore Texas ecosystems and biodiversity while providing opportunities for environmental education, research and recreation.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$\$\$
<b>Desired Result or Outcome:</b>	Increased awareness will lead to increasing the types of scientific questions that can be explored at LLELA. These questions will lead to an increased number of research grant proposals submitted to local, regional and national funding sources.				
<b>Lead Entity:</b>	UNT				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	NSF, EPA, COE, TPWD, etc.  UNT funded research and wildlife management activities at LLELA with several external grants/contracts (at least \$12,000) and with internal funding to support salaries and maintenance and operations activities.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	NSF, EPA, COE, TPWD, etc.  UNT to continue seeking grants				
<b>Other Comments:</b>	<p>LLELA researchers can explore the concept of ecosystem services through research aimed at providing science-based guidelines for practices and procedures to include ecosystem services in decision making. From a strategic perspective, focusing on ecosystem services can be the foundation of a goal of building a national reputation for research underway at LLELA, and ultimately becoming the national leader be the foundation of a goal of building in this area.</p> <p>Ecosystem services are defined as the benefits nature provides to people. One common framework, the Millennium Ecosystem Assessment, considers these services to be such things as timber and fish, regulating services such as water filtration and storage, cultural services such as recreation and existence of places and species, and supporting services such as photosynthesis and pollination. The use of an ecosystem services approach requires a shift from thinking about ecological indicators such as acres of wetland as the primary unit of measure, toward thinking about how much water the wetlands can store for irrigation in the</p>				

	<p>dry season, something referred to as a benefit relevant indicator (BRI)<sup>2</sup>, indicators that can often be quantified and monetized. While not all ecosystem services can be quantified nor monetized, the goal of much ecosystem services research is to explore ways to communicate the value of those services in ways that citizens and their decision makers can understand. The reason ecosystem services are being integrated into decision making is a desire to better capture and communicate the benefits of protecting and restoring natural resources because of the well-being and public benefits that offset the costs of these efforts. A better understanding of the benefits of ecosystem protection, management or restoration for human benefit will lead to improved decision making and outcomes. Our present metrics are vastly insufficient to capture the breadth of benefits that accrue to human societies and economies from natural ecosystems and ecosystem processes, which is why ecosystem services research is so timely.</p>
<p><b>Results through July 2017:</b></p>	<p>UNT researchers conducts research activities. For example, a study related to Texas Bluegrass has resulted in a paper for upcoming publication. LLELA falls under the administrative umbrella of the Advanced Environmental Research Institute (AERI). In 2016 (latest compilation of activities), AERI researchers had 78 peer-reviewed papers and 80 conference proceedings published, had 52 active grants funded at a total of \$13.7 million, and submitted an additional 22 grant proposals with a total value of \$14.7 million that were not funded. Grants related to LLELA support projects (\$12,000 identified) including a research project focused on Texas Bluegrass.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT: secure additional grant and contract funding</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>UNT grants and contracts</p>

**18. Interpretive park ranger**

<p><b>Action Item Description:</b></p>	<p>The ranger position serves as one of the primary public contacts for day users and overnight campers. This position is responsible for a wide variety of duties, including:</p> <ul style="list-style-type: none"> <li>• Providing basic information and directions</li> <li>• Explaining and increasing awareness of the facilities, programs and services provided for public use, enjoyment and education</li> <li>• Maintaining records, logs and inventories</li> <li>• Managing and training volunteer docents who provide natural and cultural history interpretive programs and services via tours, walks and campfire programs assistance to visitors</li> <li>• Coordinates with staff of the City and other agencies</li> <li>• Enforces park rules and regulations</li> </ul>				
<p><b>Geographic Area:</b></p>	<p>Green Centerpiece</p>	<p><b>Timing:</b></p>	<p>2, 4</p>	<p><b>Cost to Operating Partners:</b></p>	<p>\$\$</p>
<p><b>Desired Result or Outcome:</b></p>	<p>Interaction with the public to help further LLELA's interpretive plan, protect the park's natural resources and facilities and achieve a high compliance with the park rules for visitor enjoyment.</p>				
<p><b>Lead Entity:</b></p>	<p>City</p>				
<p><b>Support Entity/Entities:</b></p>					
<p><b>FY 16-17 Budget &amp; Funding Sources:</b></p>					
<p><b>FY 17-18 Budget &amp; Funding Sources:</b></p>	<p>General Fund</p>				
<p><b>Other Comments:</b></p>	<p>Bilingual/Spanish speaking</p>				
<p><b>Results through July 2017:</b></p>	<p>Existing park rangers with the Parks &amp; Recreation Department have performed compliance activities through July 2017.</p>				

<b>Action Steps for FY 17-18:</b>	Funding is included in the FY 17-18 budget to create an Interpretive Park Ranger position dedicated to LLELA. This position will be more focused on educating visitors than rule enforcement, however, the team member will be equipped with a vehicle and mountain bike so they can patrol the entire property.
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General and Recreation Funds.

## 19. Monitor key wildlife species

<b>Action Item Description:</b>	Two initiatives: Operation of the LLELA bird banding station; and support for Monarch Butterfly Abundance and Habitat.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Provide valuable information regarding the diversity and population status of key aquatic and terrestrial wildlife species at LLELA and determine the relationship to habitat quality. Generate scientifically-based information on these species in order to prepare historical records of species abundance and diversity found at LLELA.				
<b>Lead Entity:</b>	UNT				
<b>Support Entity/Entities :</b>	City, Friends of LLELA, Scout groups, KLB				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Grants UNT funded research and wildlife management activities (e.g. bird banding station) at LLELA with several external grants/contracts and with internal funding to support salaries and maintenance and operations activities.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	UNT grants and contracts				
<b>Other Comments:</b>	<p>Mayors' Monarch Challenge:</p> <ul style="list-style-type: none"> <li>• To help save the monarch butterfly, the city of Lewisville will play a leadership role by committing to restore and preserve habitat that supports the insect's 2,500 mile migration across the continent to their nesting ground;</li> <li>• Citizens are encouraged to make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship.</li> </ul>				

<p><b>Results through July 2017:</b></p>	<p>Lewisville has joined the Monarch Challenge and is working to meet the guidelines of the program. Modifications have been made to mowing practices at the open lots near the entry gate at LLELA. This was accomplished in cooperation with Public Works and Code Enforcement.</p> 
<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will continue responding to grant and contract requests for proposals for which LLELA ecosystems appear appropriate, utilizing any knowledge developed from those activities to continue providing scientific support for the City’s green centerpiece actions. Opportunities where Audubon and UNT can collaborate on basic or applied research will be targeted.</p> <p>Further research on code modifications is being done to determine what changes to the Code of Ordinances must be made to accommodate a city-wide effort to preserve/plant way-stations. City staff will coordinate with LISD personnel to see if selected school properties could be used for plantings.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>UNT will continue responding to grant and contract requests for proposals for which LLELA ecosystems appear appropriate, utilizing any knowledge developed from those activities to continue providing scientific support for the City’s green centerpiece actions. Opportunities where Audubon and UNT can collaborate on basic or applied research will be targeted.</p> <p>Grants, General Fund</p>

## 20. Outreach to showcase Green Centerpiece successes

<b>Action Item Description:</b>	Green Centerpiece initiatives are intended to change Lewisville’s character and image. The success of these new efforts should be communicated to people who may not be aware of them, and who would become interested in visiting, living or locating businesses in Lewisville because of this character. Outreach should focus on the Metroplex, Texas, the US and international tourism.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Use the Green Centerpiece to create a positive public perception of central Lewisville as an environmentally friendly, upward trending option for living, working and playing.				
<b>Lead Entity:</b>	All Operating Partners				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	<p>COL: Conduct fam tours for targeted developers.</p> <p>LISD: Highlight student opportunities with a series of website articles (possibly video as well) as a way of distinguishing Lewisville ISD from other North Texas school districts.</p> <p>UNT: Listings of grants, contracts, publications, theses, dissertations and restoration activities will be disseminated through AERI web site in order to provide open access to the scientific findings developed at LLELA.</p>				
<b>Results through July 2017:</b>	Publications related to increasing visitation have been targeted to date. The City’s Economic Development Department implemented a new web site that talks about the 2025 plan and the focus on the Green Centerpiece and Sustainability.				

<b>Action Steps for FY 17-18:</b>	The Department of Economic Development will focus on recruitment materials that shares Lewisville's image as an environmentally friendly city.
<b>FY 18-19 Budget &amp; Funding Sources:</b>	

**21. Partner for Green Centerpiece mental and physical health programs**

<b>Action Item Description:</b>	The Medical Center in Lewisville should be a partner in creating a Green Centerpiece that supports healthy lifestyles for Lewisville residents and visitors. Other health-related businesses may also be good partners.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	The amenities and activities in the Green Centerpiece are integral parts of any wellness initiatives led by MCL and other local health care organizations.				
<b>Lead Entity:</b>	City, MCL				
<b>Support Entity/Entities:</b>	LISD				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	City; private and health care sponsorships				
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	The COL is coordinating a city-wide effort to participate in the 2018 It's Time Texas Community Challenge. This is a state-wide initiative that encourages cities and their residents to make lifetime commitments to health and wellness. Encouraging people to incorporate physical fitness into their daily lives is a major focus of the challenge and LLELA will be a central point of Lewisville's attempt to win the challenge				
<b>Action Steps for FY 17-18:</b>	Participate in the It's Time Texas Challenge and incorporate use of LLELA into the city-wide strategy.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General and Recreation Funds.				

## 22. Programs: 3rd Party Presentations and Contracts

<b>Action Item Description:</b>	Provide more nature programming and compatible recreation at LLELA and in Lewisville by partnering with organizations and individuals whose missions align with the LLELA vision and mission. <sup>[AS9]</sup>				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	LLELA and other natural venues in Lewisville are a destination for quality nature learning. The City of Lewisville will expand and strengthen their connection with other nature organizations, and UNT will continue to seek collaborative research opportunities with organizations that are interested in exploring the physical, chemical and biological systems that are present at LLELA, especially targeting collaborative opportunities with Audubon, LISD, or the City.				
<b>Lead Entity:</b>	City, UNT				
<b>Support Entity/Entities:</b>	UNT Advanced Environmental Research Institute, possible entities such as Blackland Prairie Raptor Center, National Ecological Observatory Network, Bat World Sanctuary, CritterMan, Primitive Texas, textile demonstrations appropriate for the Homestead, and more				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Some organizations will charge for a presentation; funds should be budgeted in advance or sought through Friends of LLELA				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Some organizations will charge for a presentation; funds should be budgeted in advance or sought through Friends of LLELA				
<b>Other Comments:</b>	Presentations which require audio/visual equipment will be difficult until there is a building at LLELA.				

<p><b>Results through July 2017:</b></p>	<p>During FY16-17 UNT has had interactions with the North Central Texas Council of Governments (with Audubon), Texas Parks and Wildlife, the Meadows Foundation (with Audubon), Oncor, Texas Adjutant General's Office, Arcadis, City of Dallas and Trinity Strands for potential opportunities to conduct basic and applied science for LLELA ecosystems.</p> <p>CoL partnered with Primitive Texas to offer a Wilderness Survival Camp for kids in June, 2017 as well as an edible wild plants class for adults.</p> <p>The Bringing Nature Home event in January 2017 brought author Douglas Tallamy to Lewisville to teach local residents how to “extend the green” into their own backyards.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>COL is exploring a possible partnership with TimberNook – a nature-based learning program for 4-17 year olds.</p> <p>UNT: secure additional grant and contract funding.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>COL: General and Recreation Funds</p> <p>UNT: Grant and contract funds.</p>

**23. Review concessionaire leases on COE property**

<p><b>Action Item Description:</b></p>	<p>Review all leases for concessionaires on COE-leased property and determine the highest and best use of the property. City Council needs to consider all leases and determine the desired future uses that best represent the Green Centerpiece. The project should be coordinated as part of development of Northern Gateway Identity Focal Point, particularly as related to Lake Park. Uses that will be considered include private uses (resorts/conference center), active recreation (beaches/marinas/fishing barge) and natural asset enjoyment (nature center, trails).</p>				
<p><b>Geographic Area:</b></p>	<p>Green Centerpiece</p>	<p><b>Timing:</b></p>	<p>3, 4</p>	<p><b>Cost to Operating Partners:</b></p>	<p>\$</p>
<p><b>Desired Result or Outcome:</b></p>	<p>Highest and best use of all COE property</p>				
<p><b>Lead Entity:</b></p>	<p>City</p>				
<p><b>Support Entity/Entities:</b></p>	<p>COE</p>				
<p><b>FY 16-17 Budget &amp; Funding Sources:</b></p>					
<p><b>FY 17-18 Budget &amp; Funding Sources:</b></p>	<p>Grants; 4B Sales Tax; Private Donors</p>				
<p><b>Other Comments:</b></p>	<p>Determine best use 5 years prior to end of each lease.</p>				
<p><b>Results through July 2017:</b></p>	<p>Regular inspections of all leased areas on USACE property began in 2016. Once inspections are complete, an action plan is developed for addressing deficiencies.</p> <p>Funds for a Lake Park Master Plan have been set aside. However, the overall Park Master Plan must be updated prior to beginning this process. As a result the Lake Park Master Plan will begin in FY19.</p>				
<p><b>Action Steps for FY 17-18:</b></p>	<p>A database of all leases on USACE will be created to track terms, conditions, inspections and action plans. Inspections of leased areas and action plans will continue. The Lake Park Master Plan will begin in FY19.</p>				

<b>FY 18-19 Budget &amp; Funding Sources:</b>	Grants, 4B Funds
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**24. Seek business support for Green Centerpiece initiatives**

<b>Action Item Description:</b>	Offer Lewisville’s business community the opportunity to be involved in shaping this important part of Lewisville’s future. Meet with major businesses in Lewisville to seek their support for the Green Centerpiece.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Private sector support for the Green Centerpiece. The Nature Center’s funding and programs should be a primary focus for this Action Item.				
<b>Lead Entity:</b>	Audubon				
<b>Support Entity/Entities:</b>	City				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	Corporate sponsorships, employee appreciation events, public service days and other business activities could incorporate activities in or supportive of the Green Centerpiece.				
<b>Results through July 2017:</b>					
<b>Action Steps for FY 17-18:</b>					
<b>FY 18-19 Budget &amp; Funding Sources:</b>					

**25. Implement the storm water ordinance**

<b>Action Item Description:</b>	Establish standards for storm water management, in the Green Centerpiece and the rest of Lewisville, that exemplify best practices for environmental quality, public safety and fiscal responsibility. The region's iSWM standards or similar systems should be considered.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$\$\$
<b>Desired Result or Outcome:</b>	Safe and effective management of stormwater in Lewisville. These revisions should be included in overall amendments to the Development Code. Use of improved stormwater management techniques may result in credits against stormwater utility fees.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	Since iSWM is a program with a set of standards and practices tailored to the North Texas region, it makes sense to review this program as the starting point for action that is appropriate for Lewisville.				

<p><b>Results through July 2017:</b></p>	<ul style="list-style-type: none"> <li>• Prepared for implementation of Stormwater Utility including developing ordinances, operating procedures, and credit policy. Ordinance and credit policy is designed to encourage Best Management Practices for water quality and water quantity.</li> <li>• Pollution Prevention Standard Operating Procedures for municipal operations were written and reviewed by multiple city departments. Implementation is planned for 2018</li> <li>• Implemented City of Lewisville Facility Assessments by creating an inventory of facilities and conducting audits to identify outdoor activities pollution potential. The Storm Water inspectors completed 28 facility inspections since July 2016. Inspectors recommended industry Best Management Practices to facility managers where pollution potential was identified.</li> <li>• Storm Water inspectors completed 21 Illicit Discharge Investigations, 587 Outfall Inspections, and 362 Dry Weather Screenings since July 2016 as part of the Stormwater Management Plan</li> </ul>
<p><b>Action Steps for FY 17-18:</b></p>	<ul style="list-style-type: none"> <li>• Implementation of Pollution Prevention Standard Operating Procedures.</li> <li>• A small interim development code rewrite will occur this fall to address some urgent issues. A major overhaul sometime after the first of the year.</li> </ul>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	

**26. Visitor Experience: Gear and equipment checkout/Trail backpacks**

<b>Action Item Description:</b>	Develop a self-guided series of educational trail activities in backpacks for use by home school parents, preschool leaders, and families during LLELA visits. Expand the items at the gatehouse for visitor checkout – GPS units, binoculars, etc.				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	1, 2	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Trail backpacks provide a way for LLELA interpretive staff to convey necessary themes and concepts in an engaging way and give visitors nature exploration tools they can use even when LLELA staff is not present. Backpacks may also be checked out and taken to other green spaces within the City, expanding the LLELA vision to other Lewisville sites.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	UNT, LISD				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Library received a small grant for LLELA backpacks. The entry fee is waived.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Staff is evaluating the backpack program and will request funding and apply for additional grant funding if the program is positively received.				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	The Lewisville Library has purchased two backpacks and equipment that can be checked-out and taken to LLELA. These are popular items and continue to be utilized.				

<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will provide scientific input on information to make available to visitors (e.g. brochures) and for interpretive signage.</p> <p>Continue to offer backpack checkout from the Library. Survey visitors for their interests in check-out items (backpack kits, binoculars, etc.).</p> <p>If use of backpacks at Library exceeds demand, consider action item or grant to purchase additional packs and offer to be checked out at various site throughout the city.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>Grants, Recreation Fund</p>

## 27. Visitor Experience: Diversify Audience

<b>Action Item Description:</b>	<p>Engage local diverse populations in LLELA's assets and mission. Important steps include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Present Green Centerpiece opportunities to local Hispanic organizations</li> <li>• Offer a Spanish version of all LLELA printed materials (e.g. trail maps, signs)</li> <li>• Create QR codes for Spanish translations of trail signs</li> <li>• See "Volunteers: River Crew" for information about in-person outreach along the river</li> <li>• Hire bilingual education staff</li> <li>• Train existing staff in Spanish (e.g. monthly guided hike led by Spanish speaker)</li> </ul>				
<b>Geographic Area:</b>	Green Centerpiece	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	<p>The Green Centerpiece remains vibrant and healthy while being used by a larger percent of Lewisville's Hispanic community. The local, growing Hispanic community regularly participates at LLELA and areas within the Green Centerpiece, engaging in the resources in environmentally responsible ways.</p>				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	UNT (Spanish students and student groups), [AS10]LISD				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	General Fund, TPWD grants, Hispanic media outlets				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	General Fund, TPWD grants, Hispanic media outlets				
<b>Other Comments:</b>	<p>All of the steps listed in this Action Item can be implemented immediately, but community engagement will become evident in the Short- to Mid-Term. Other DFW preserves have experiences they can share. For example, the Fort Worth Nature Center offered nature hikes in Spanish, and we can learn from their experience. Texas Parks and Wildlife has extensive research and experience in engaging Texas' growing Hispanic population and should be considered a resource. This action item currently is focused on Hispanic population, but can change in the future for any emerging diverse audiences.</p>				

<b>Results through July 2017:</b>	Job descriptions for all full-time positions include Spanish Speaking Preferred in the listing. Recruitment for the nature programs outreach coordinator is currently under way.
<b>Action Steps for FY 17-18:</b>	Translation of brochures and trail maps to Spanish.  As Interpretive and Way-finding Plans are developed, translations and/or QR codes will be considered.
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General Fund

## ACTION ITEMS FOR THE CENTRAL AREA



**28. Add recreational access and educational infrastructure at LLELA**

<b>Action Item Description:</b>	In accordance with ecological, restoration, educational and recreational goals determine whether what assets we may need to add: picnic areas, study sites/student gathering areas, trails.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	3, 4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	More of LLELA is accessible to visitors for compatible uses. This Action Item should be an important focus in conjunction with the design and opening of the Nature Center.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	LISD, COE, UNT, Audubon				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>	City budget, Friends of LLELA, grants, Park Development Funds				
<b>Other Comments:</b>	<p>Costs are estimated at approximately \$400,000. Some example investments are:</p> <ul style="list-style-type: none"> <li>• 50 new expanded metal/vinyl clad picnic tables to replace and expand current tables \$30,000</li> <li>• Boardwalks through wet areas \$15,000</li> <li>• Wildlife viewing blinds \$20,000</li> <li>• Additional pavilion \$35,000</li> <li>• Improved and expanded permeable surface parking areas \$300,000</li> </ul>				
<b>Results through July 2017:</b>	<p>Picnic tables were replaced throughout LLELA            Parking at the Blackjack Trail head was expanded.            Solar-powered lights were added to the Pavilion to assist with night events.            Plans for a kayak/canoe put-in at the Elm Fork at LLELA were formalized.            Note: much of this year on the trails was spent repairing flood damage to existing areas rather than installing new facilities/access.</p>				

<p><b>Action Steps for FY 17-18:</b></p>	<p>Complete repair to Bittern Marsh Trail boardwalks: repair flood-damaged ramps and finish installing bump rails (started but never finished).</p> <p>Assess the need for additional sections of boardwalk on the Bittern Marsh Trail and on the Blackjack Trail.</p> <p>Complete renovations to the wildlife viewing blind at the southeast corner of the Cottonwood Trail loop, and restore access to it across the flood-damaged ravine.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>General and Recreation Funds.</p>

## 29. Improved bathroom facilities

<b>Action Item Description:</b>	Provide better restrooms for visitor use, prioritizing student needs. Assess the need for additional portable toilets in remote areas such as Bittern Marsh or the Blackjack trailhead.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Meet a basic need of our visitors in a more hygienic way than the portable toilets currently in use.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	UNT, LISD				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	City and UNT				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	City and UNT				
<b>Other Comments:</b>	Need vehicle access for placement and servicing of portable toilets. Cost estimated at \$15,000. Additional costs could be incurred for the use of wheeled composting or chemical toilets. As part of Nature Center construction, a lift station may be needed to connect facilities to sanitary sewer system.				
<b>Results through July 2017:</b>	<p>Portable restrooms are located at each of the major trail heads throughout the park.</p> <p>Restrooms are located in the four buildings that have been rehabbed and placed at the location of the future nature center.</p>				
<b>Action Steps for FY 17-18:</b>					
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General and Recreation Funds.				

### 30. College level courses offered at LLELA facilities

<b>Action Item Description:</b>	Use LLELA as a location to offer coursework for college students.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	<p>Students are provided with environmental education and gain a familiarity with LLELA and Lewisville.</p> <p>UNT: The primary university academic use of LLELA has been a field experience for our freshman environmental science course (approximately 600 students per semester). The use of LLELA will be expanded to sophomore, junior and senior undergraduate courses, and a push to have more graduate student research usage of LLELA, eventually reaching 900 students per semester.</p>				
<b>Lead Entity:</b>	UNT, LISD				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	UNT course fees attached to courses that include field visits.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	UNT course fees attached to courses that include field visits.				
<b>Other Comments:</b>	LISD high school students could take advantage of these opportunities, as could UNT students. This Action Item could be pursued after completion of a Nature Center.				
<b>Results through July 2017:</b>	UNT: approximately 1,200 undergraduate students visit LLELA each year as part of the laboratory experience in our freshman environmental science class. Several graduate students have conducted studies at LLELA related to their theses or dissertations.				
<b>Action Steps for FY 17-18:</b>	UNT: Begin expanding the number of undergraduate courses to sophomore, junior and senior level courses, and begin encouraging graduate students to utilize LLELA for thesis and dissertation research.				

<b>FY 18-19 Budget &amp; Funding Sources:</b>	UNT course fees attached to courses that include field visits.
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### 31. Continue Lewisville Lake and LLELA operations

<b>Action Item Description:</b>	Continue operations at Lewisville Lake that provide adequate water storage, flood protection, natural habitat and recreational opportunities. Continue operations at LLELA that benefit fish and wildlife and retain the habitat on which these species depend.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$\$\$
<b>Desired Result or Outcome:</b>	<p>Active property management to improve and preserve habitat quality and quantity according to LLELA's Comprehensive Management Plan. This involves daily activities such as: conducting prescribed burns, growing and planting native species of extirpated plants, controlling the spread of exotic species with the strategic use of herbicides and other methods, and the reintroduction of extirpated native fauna. Determine the impact of future infrastructural changes on wildlife habitat quality and native biodiversity, such as additional trails, buildings, parking, etc. Results should include:</p> <ul style="list-style-type: none"> <li>• Improved wildlife habitat, increased native biodiversity, sustainable native wildlife populations</li> <li>• Provision of a source of native biodiversity for future habitat restorations within the north Texas region</li> <li>• Prevention of fragmentation and degradation of wildlife habitat through best practices management policies.</li> </ul>				
<b>Lead Entity:</b>	COE				
<b>Support Entity/Entities:</b>	Native Plant Society of Texas, Native Prairies Association of Texas				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	This Action Item recognizes the existing and on-going COE operations.				
<b>Results through July 2017:</b>					

<b>Action Steps for FY 17-18:</b>	
<b>FY 18-19 Budget &amp; Funding Sources:</b>	

### 32. Continue restoration projects

<b>Action Item Description:</b>	Continue projects that restore natural areas within the Central Area, including prairies, forested and emergent wetlands, and the Trinity River floodway.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Healthy restored ecosystems in the Green Centerpiece area.				
<b>Lead Entity:</b>	UNT				
<b>Support Entity/Entities:</b>	COE, City				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	UNT provided funding for research and wildlife management activities at LLELA with several external grants/contracts and with internal funding to support salaries and maintenance and operations activities.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	UNT: grant and contract funds.				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	UNT: Restoration includes work on approximately 150 acres. Activities included cutting woody vegetation, treating the stumps with herbicide, piling and burning the slash. Transplanting nursery grown plants and seeding these areas with locally collected seed. These areas will be watered during the first year if drought and extended periods of high temperatures persist to ensure survival.				
<b>Action Steps for FY 17-18:</b>	UNT: secure additional grant funding.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	UNT: grant and contract funds				

### 33. Develop a Nature Center

<b>Action Item Description:</b>	Fund, design and construct a Nature Center as described in the Audubon Nature Center Feasibility Study. Develop an agreement for funding and operation of the Nature Center, preferably with Audubon Texas.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	2, 3	<b>Cost to Operating Partners:</b>	\$\$\$\$
<b>Desired Result or Outcome:</b>	<p>Design and construction of a Nature Center so that students, residents and visitors can enjoy and learn about the natural systems in the Green Centerpiece.</p> <p>The results of the Audubon Nature Center Feasibility Study indicate support for a Nature Center. Partner approvals and funding must be secured to create a center that provides the educational and visitor programming envisioned by this study. Ideally, agreements would be secured in FY 16-17, design completed in FY 17 -18, and construction completed in FY 19-20.</p>				
<b>Lead Entity:</b>	City (and other funding partners)				
<b>Support Entity/Entities:</b>	UNT, Audubon				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	4B Sales Tax, LISD bonds, grants, private donors				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	4B Sales Tax, LISD bonds, grants, private donors				
<b>Other Comments:</b>	<p>City Council funded \$5.0M in FY 15-16 and will fund an additional \$5.0M by FY19-20. LISD participation may be included in 2017 bond program.</p> <p>UNT has a long-standing bird banding station, and we believe that an interactive, educational, scientifically based exhibit in the Nature Center, coupled to the potential for visitor observation, or even participation, at the bird banding station during spring and fall migrations, with visitors entering their data into our Citizen Science database, will make an attractive and sought after aspect of the Nature Center. UNT could work</p>				

	with Audubon (or another Nature Center operator) on ornithological experiences for the Nature Center.
<b>Results through July 2017:</b>	<p>LISD was not able to include funding in its bond program proposal.</p> <p>Other capital funding needs have changed the City’s funding program. The updated plan includes use of \$4.434M already set aside from various City sources and \$15.566M from Certificate of Obligations and 4B Sales Tax Fund, with debt to be sold in March 2020. This plan provides the full \$20M targeted for the Nature Center. It requires long-term use agreements to ensure that operating revenue will be adequate.</p> <p>Funding changes have also affected the schedule for the Nature Center. Planning, environmental assessment and funding commitments are expected in 2017. Design work would begin in 2018 and be completed in 2019. Construction documents would be prepared in 2019. Construction would begin in 2020. The Nature Center would open in 2021, preferably in the spring.</p> <p>The Partners held a Nature Center Charrette on April 19, 2017, including representatives from BRS Architecture, Studio Outside and PPV. The charrette produced agreement on a general location, a conceptual site plan, conceptual program components and relationship diagram and general estimate of costs. The consensus design has approximately 31,000 square feet of building and could be built within the targeted building budget of \$9.4 million.</p>
<b>Action Steps for FY 17-18:</b>	<ul style="list-style-type: none"> <li>• Begin (or complete) the project Environmental Assessment</li> <li>• Continue planning for the site and building</li> <li>• Secure long-term use agreements with LISD and UNT for the Nature Center</li> <li>• Select an architect and begin design work</li> </ul>
<b>FY 18-19 Budget &amp; Funding Sources:</b>	<p>City of Lewisville General Fund</p> <p>UNT: grant and contract funds</p>

### 34. Develop the Beaver Pond to its greatest potential

<b>Action Item Description:</b>	Provide a source of raw lake water or treated wastewater effluent and develop a series of levees to feed the Beaver Pond to allow year-round recreational opportunities and improved wildlife habitat, allowing it to reach its greatest potential for wildlife habitat and recreation.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Year-round recreational opportunities and improved wildlife habitat				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	COE				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	TPWD				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	TPWD				
<b>Other Comments:</b>	Cost to install Raw Water Meter is \$75,000; cost to install waterlines and levees is \$50,000. Work to be done in conjunction with changes to raw water pipeline by COE.				
<b>Results through July 2017:</b>	Public Services has begun to research this action item.				
<b>Action Steps for FY 17-18:</b>	Public Services will continue to study this action item. Raw water is likely more cost effective for keeping the pond full.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>					

### 35. Diversification of school visits

<b>Action Item Description:</b>	Develop K-12 funding sources to underwrite and/or provide scholarships to disadvantaged or underserved schools in the DFW area.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Students from diverse backgrounds can connect with their natural heritage at LLELA and gain experiences that help them understand both their place in the environment and important concepts specified in Texas. This Action Item should be done in conjunction with the Nature Center opening.				
<b>Lead Entity:</b>	City, LISD, Audubon				
<b>Support Entity/Entities:</b>	UNT				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Grants; Friends of LLELA.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Grants; Friends of LLELA.				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>					
<b>Action Steps for FY 17-18:</b>	LISD Liaison to work with LLELA staff on advertising scholarship opportunities  LLELA staff collaborate with LEF regarding scholarship opportunities				
<b>FY 18-19 Budget &amp; Funding Sources:</b>					

**36. Enhancement of Lake Park as a key destination within the Green Centerpiece**

<b>Action Item Description:</b>	Renovation of lake park; will hire park planner to redesign for maximum use of park land to reach goals; consideration will be given to relocation of golf course (will need to pursue additional funding if decision is made to relocate golf course)				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$\$\$\$
<b>Desired Result or Outcome:</b>	Update Lake Park to be representative of the “urban wilderness” theme and to provide enhanced recreational amenities. Should function not only as a gathering location for community but drive tourism by bringing in quality events and sports activities. Make day use area improvements in FY 19-20 and campground improvements in FY 20-21				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	Private Sector investor for Golf Course				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	GO Bonds--\$7.7 M approved by voters				
<b>Results through July 2017:</b>	Improvements to the Lake Park RV Campgrounds were completed in June 2017.				
<b>Action Steps for FY 17-18:</b>	Funding has been set aside to create a Lake Park Master Plan. This project will be started in late 2018 after the overall Park Master Plan is completed.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	4b Funds, Bond Funds, Grants				

### 37. Increase genetic diversity

<b>Action Item Description:</b>	Increase the genetic diversity of LLELA through conservation and preservation efforts designed to restore the flora and fauna of the LLELA property to close to historic conditions. Methods involved include plant rescues and seed harvest from local populations, especially ones in threat of destruction. Appropriate fauna would be relocated as acceptable populations became available.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Increase in the number and diversity of native plants and animals occupying LLELA.				
<b>Lead Entity:</b>	UNT				
<b>Support Entity/Entities:</b>	City, Friends of LLELA, KLB				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Grants, mitigation funds  UNT provided funding for research and wildlife management activities at LLELA with several external grants/contracts and with internal funding to support salaries and maintenance and operations activities.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Grants, mitigation funds				
<b>Other Comments:</b>	While LLELA staff and volunteers are aware of a few remnant populations in the region, city officials may be able to increase the effectiveness of local salvage operations through an increased awareness in imminent construction projects. Landowners might be more willing to grant access for salvage operations with city support of activities.				
<b>Results through July 2017:</b>	UNT: Restoration includes work on approximately 150 acres. Activities included cutting woody vegetation, treating the stumps with herbicide, piling and burning the slash. Transplanting nursery grown plants and seeding these areas with locally collected seed. These areas will be watered during the first year if drought and extended periods of high temperatures persist to ensure survival.				

<b>Action Steps for FY 17-18:</b>	UNT: Secure grant and contract funding LISD: To Be Determined
<b>FY 18-19 Budget &amp; Funding Sources:</b>	UNT: grant and contract funds

### 38. Infrastructure: build nature playgrounds in LLELA area

<b>Action Item Description:</b>	At key locations within LLELA, create flexible nature play spaces which engage visitors and program attendees and become a model for other locations throughout the City of Louisville.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Families with children visit LLELA for outdoor nature fun and exercise, enjoying play spaces as a regular part of visitation. Participants in field experiences and other programs also benefit from access to nature playgrounds.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	UNT, LLELA volunteers, Friends of LLELA, LISD, AIA, ASLA, NTGBC				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Research and pursue government and municipal grants				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Research and pursue government and municipal grants				
<b>Other Comments:</b>	Creating Nature Play Areas is a growing movement, and there are many resources for designing and implementing these spaces. Playgrounds should be located close to the Nature/Visitor Center or near large parking areas such as the group campground.				
<b>Results through July 2017:</b>	LLELA staff has been incorporating free-nature play in all spring break and summer camps in an area directly behind the pavilion.				
<b>Action Steps for FY 17-18:</b>	<p>Incorporate nature play area into the design of the Nature/Visitor Center.</p> <p>Continue to enhance area directly behind the pavilion without compromising the natural setting or incorporating man-made structures.</p>				
<b>FY 18-19 Budget &amp; Funding Sources:</b>					

### 39. Interpretive plan

<b>Action Item Description:</b>	Develop an interpretive plan which supports LLELA's mission ( <i>To preserve and restore native Texas ecosystems and biodiversity while providing opportunities for environmental education, research, and recreation</i> ). Develop goals and specific themes which education staff share with visitors through programs, interpretive signage, and social media.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	LLELA programs are supported by a cohesive set of themes which run through all activities and unify our interpretive efforts under common goals. This Action Item should include an assessment and plan for the role of the Nature Center in interpretation efforts. The role of the Interpretive Ranger and docents should be defined through this plan.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	UNT, LISD				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	City				
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	Interpretation is a method of public engagement different from education in its approach and objectives. The goal of an educator is to impart knowledge to an audience. An interpreter also shares knowledge, but at the same time strives to connect people to a natural or cultural resource at a deeper level. Interpretation highlights the big picture, and reveals meaning visitors might overlook. Interpreters help create visitors who not only use a resource, but are moved to learn more about it and protect it.				
<b>Results through July 2017:</b>	Staff is in discussion about this action item and re-evaluating its timing. We may need to involve a consultant or professional planner to fully accomplish this goal.				

<b>Action Steps for FY 17-18:</b>	UNT will provide scientific input on information to make available to visitors (e.g. brochures) and for interpretive signage. A newly-hired Recreation Supervisor will work with a team will re-evaluate resources and capacity to develop the plan without professional assistance. Funding is available in FY 17-18 for an Interpretive Ranger.
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General and Recreation Funds.

**40. K-12 connections to real-world research**

<b>Action Item Name:</b>	30.K-12 <sup>th</sup> connections to real-world research				
<b>Action Item Description:</b>	Connect visiting students to real-life research being conducted at LLELA by: 1) Providing a forum for student groups to collect and share data on LLELA's web site, allowing comparison of data over time; and 2) allowing students to meet scientists conducting research at LLELA.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Young people have an opportunity to see themselves as scientists, think scientifically, and consider a career in the sciences.				
<b>Lead Entity:</b>	City, LISD, UNT, Audubon				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	City and UNT budgets, grants, Friends of LLELA				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	City and UNT budgets, grants, Friends of LLELA				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>					
<b>Action Steps for FY 17-18:</b>	<p>UNT: will seek funding opportunities in the area of science education to develop K-12 curriculum oriented to LLELA ecosystems.</p> <p>LISD: When forum is created for data to be shared LISD students who have learning experiences at LLELA will upload their data to the established forum</p> <p>When scientists are identified for meeting students, LISD elementary and secondary Science administrators can collaborate with LLELA personnel to schedule visits.</p>				

<b>FY 18-19 Budget &amp; Funding Sources:</b>	UNT will seek funding opportunities in the area of science education to develop K-12 curriculum oriented to LLELA ecosystems.
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**41. Maintain Minor-Porter Log House, smokehouse, dugout & corn crib.**

<b>Action Item Description:</b>	Seek funding to hire a historic restoration expert for an annual inspection/repair visit to the log house and outbuildings. A historic corn crib has been moved to the area but has not been preserved and is in need of work before it deteriorates further.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	The Minor-Porter Log House is preserved as a resource for learning about North Texas history and heritage.				
<b>Lead Entity:</b>	City (and other funding partners)				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	City budget, Friends of LLELA, grants \$150,000				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	City budget, Friends of LLELA, grants \$5,000 per year for on-going activities.				
<b>Other Comments:</b>	\$150,000 the first year to get everything repaired and the corn crib restored. Then \$5,000 to establish a plan for annual maintenance & improvements.				
<b>Results through July 2017:</b>	<p>The corn crib was restored by Bill Marquis in fall, 2016, and he repaired the split rail fence at the same time. The City also purchased an antique wagon to add to the site.</p> <p>In June, 2017 Bill Marquis restored the roofs on the log house, smokehouse, and dugout.</p>				

<p><b>Action Steps for FY 17-18:</b></p>	<p>Determine whether we should engage in a yearly maintenance contract with a restorationist, or hire someone job-by-job.</p> <p>Contract with someone to apply fire retardant to the log buildings (last done five years ago, should be on a five-year cycle).</p> <p>Contract with someone to repair and stabilize the chimney at the log house.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>General and Recreation Funds.</p>

**42. Maintenance Crew to maintain LLELA and assist with major projects.**

<b>Action Item Description:</b>	Focus on well-maintained high traffic and high activity use areas west of the river. Includes routine mowing of roadsides, trail heads, camping areas. Trash cans need regular service to keep animals from scattering litter. Repair of picnic tables and benches, etc. Volunteers perform a lot of trail maintenance and clearing, but the crew would assist with machinery and equipment as needed.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Increased recreation uses and an aesthetically pleasing natural area. A clean park will set the example for the way the environment is to be respected and cared for. It will deter littering and vandalism and help keep LLELA the place to go to connect with nature and enjoy ecologically compatible recreation.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	General Fund				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	General Fund				
<b>Other Comments:</b>	Combine with the Lake Park Crew – 1 truck & 2 maintenance workers Approximately \$70,000 for personnel cost and \$30,000 capital.				
<b>Results through July 2017:</b>	The assignment of a parks crew specifically to LLELA has allowed for much tighter communication with LLELA staff and highly improved appearance of the trails and other facilities at LLELA. Visitors have commented on the improvements. We are also able to react much more quickly to unexpected maintenance issues. Additional equipment will be purchased from the capital account at the end of FY17 to allow for more efficient maintenance at LLELA.				

<b>Action Steps for FY 17-18:</b>	
<b>FY 18-19 Budget &amp; Funding Sources:</b>	

### 43. Marketing to schools

<b>Action Item Description:</b>	Improve marketing to public and private schools to diversify and increase school participation in LLELA field experiences and other programs.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	<p>Replace the program dates/revenue that will be lost in the Fall, 2016 when Irving ISD buses its fifth-grade students to their new environmental education center in Irving ISD, instead of bringing them to LLELA (as they have been doing since 2007).</p> <p>These activities should be coordinated with the planning and operations of the Nature Center.</p>				
<b>Lead Entity:</b>	LISD, City				
<b>Support Entity/Entities:</b>	UNT				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	<p>\$5,500 ongoing (printing and postage)</p> <p>Source: LLELA Operating Budget</p>				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	<p>\$5,500 ongoing (printing and postage)</p> <p>Source: LLELA Operating Budget</p>				
<b>Other Comments:</b>	<p>A targeted mailing to public school districts, private schools, and home-school support groups will make those entities aware of LLELA opportunities as they currently exist (much of this already is being done by LLELA staff). A specialized printed material needs to be designed and printed to support this effort. [BUDGET IMPACT = \$5,000 ongoing printing costs; \$500 ongoing postage]</p> <p>LISD curriculum group, working in conjunction with UNT, can develop a series of fully developed curriculum plans that integrate field experiences into lessons. This goes beyond environmental sciences and can include fine arts, social studies, physical education and other subject fields at both the secondary and elementary levels, including special needs classes. Once</p>				

	<p>these “plug and play” lesson plans are developed, they can be made available to LISD faculty. A special “Educational Resources” section of the LLELA website would be used to offer these to teachers outside LISD and home-school support groups. All printed materials would be LLELA-branded. [BUDGET IMPACT = minimal if developed by existing staff and distributed electronically]</p> <p>UNT already has built connections with other universities and junior colleges; prepared curriculum plans should be made available to those institutions where appropriate.</p> <p>Video lessons can be recorded with existing UNT, LISD or City resources and made available in classrooms and online. Live video streams also are an option, if reliable connectivity is available. [BUDGET IMPACT = minimal if developed by existing staff with existing equipment; potential cost if wireless connectivity is needed]</p> <p>When trying to draw school groups to LLELA, consider conducting a Fam Tour for school decision-makers. [BUDGET IMPACT = minimal if conducted by existing staff with existing resources]</p>
<p><b>Results through July 2017:</b></p>	<p>Emails targeted at local teachers who have previously brought students to LLELA were successful in filling most of the program spaces available. Packets about LLELA and the educational programs were delivered to the North Texas Regional Consortium members at their July 2017 meeting</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>When marketing materials are created, LISD personnel will share the information with campus staff and PTA’s.</p> <p>We need to act on the ideas for new connections listed here and expand awareness of LLELA programs to more teachers.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	

**44. New roadway with adjacent trail and enhanced entrance**

<b>Action Item Description:</b>	New roadway east to the river with adjacent trail and enhance the entrance with a new gatehouse relocating the staff RVs out of public view.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$\$\$\$
<b>Desired Result or Outcome:</b>	An environmentally pleasing entrance, accessible trail to other LLELA trails, roadway that is wider and safer for school busses and increased two way traffic. Gatehouse with a restroom and work area to accommodate two employees.				
<b>Lead Entity:</b>	City of Lewisville (and other funding partners)				
<b>Support Entity/Entities:</b>	COE				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	FLAP Grant for the roadway and trail Phase I – 2020, Phase II – 2022 20% match = \$1,750,000. New gatehouse and relocation of staff RV's - \$125,000				
<b>Results through July 2017:</b>					
<b>Action Steps for FY 17-18:</b>					
<b>FY 18-19 Budget &amp; Funding Sources:</b>					

### 45. Native Plant and Tree Nursery

<b>Action Item Description:</b>	Enhance operations at LLELA nursery to accommodate not only restoration activities on site but to provide sample/test beds to be used in beautification efforts throughout the city.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Improve operating efficiency and increase operations to accommodate various needs of the active partners.				
<b>Lead Entity:</b>	UNT, City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Grants, current LLELA operation funds UNT provided funding for nursery activities at LLELA with several external grants/contracts and with internal funding to support salaries and maintenance and operations activities				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Grants, current LLELA operation funds UNT: grant and contract funds				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	UNT: Native Plant Nursery activities included conducting plant rescues at development sites where remnant prairie biodiversity was in danger of being destroyed. Seed and rootstock were removed and germinated and propagated at the nursery until healthy root systems are established when they will be replanted on our restoration sites. Volunteers continue to work at the nursery on a weekly basis to provide plant material for restoration efforts.				
<b>Action Steps for FY 17-18:</b>	UNT: secure grant funding				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	UNT: grant and contract funds				

## 46. Office Space and Classrooms

<b>Action Item Description:</b>	Move an LISD portable classrooms to LLELA to be used for office space for Director and Restoration Manager. Move three additional portable classrooms to be used as a field office for PALS LLELA staff, including part-time educators. Classrooms will also be used for programs and volunteer training.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	1	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	On-site office space and classrooms.				
<b>Lead Entity:</b>	LISD				
<b>Support Entity/Entities:</b>	City				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Existing LLELA CIP funds				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Existing LLELA CIP funds				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	Portable classrooms provided to LLELA. City staff completed the work necessary to make the portable buildings habitable. LLELA staff have moved into offices in two of the buildings.				
<b>Action Steps for FY 17-18:</b>	<p>Finish improvements needed to create a functional classroom (add tables/chairs, add a sink and countertops, etc.)</p> <p>Assist the Friends of LLELA in creating a temporary Info Center in the fourth building. Projected opening on weekends in late September 2017.</p>				
<b>FY 18-19 Budget &amp; Funding Sources:</b>					

### 47. Outside teacher training workshops

<b>Action Item Description:</b>	Offer teacher training workshops to public/private school teachers, home schoolers, and other educators.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	LLELA's instructional reach is multiplied by training outside teachers to teach environmental science. North Texas teachers from varied school districts gain an awareness of the LLELA field experiences available to their students. Programs to be coordinated with plans and operations of the Nature Center.				
<b>Lead Entity:</b>	City, LISD, Audubon				
<b>Support Entity/Entities:</b>	UNT				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>	City Budget/grants				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>					
<b>Action Steps for FY 17-18:</b>					
<b>FY 18-19 Budget &amp; Funding Sources:</b>					

### 48. Program evaluation

<b>Action Item Description:</b>	Conduct participant satisfaction surveys for all programs. Where possible, assess impacts of LLELA programs on students' understanding of concepts and long-term retention of information.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Staff are able to confirm that educational and recreational programs are meeting teacher and visitor expectations while accomplishing LLELA's educational goals.				
<b>Lead Entity:</b>	City, LISD, Audubon				
<b>Support Entity/Entities:</b>	UNT				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	LLELA could potentially partner with Irving ISD, or LISD whose fifth graders and 7 <sup>th</sup> graders that have attended programs from 2010 until 2015. Their testing data over those years might give insight into impact of the LLELA visit on student retention of related information.				
<b>Results through July 2017:</b>	Turnover in staff at the preserve has prevented this action item from being accomplished. Mid-term timing means an effective survey instrument can be developed and meaningful information can be collected.				
<b>Action Steps for FY 17-18:</b>	Begin development of survey instrument.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General and Recreation Funds				

### 49. Programs: eco-university series

<b>Action Item Description:</b>	<p>Create fun and engaging multi-session, deep-impact programming, connecting families and citizens with LLELA as a natural resource and as a gateway to larger ecological concepts and action. Multi-session series can focus on these concepts and more:</p> <ul style="list-style-type: none"> <li>• Watershed Ecology (kayaking and restoration)</li> <li>• Leave No Trace (camping and hiking)</li> <li>• Pollinators (nursery, prairie wildflowers)</li> </ul>				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Families and friends who attend these multi-session series have fun immersed in nature, but also learn valuable ecological concepts and stewardship which they can apply locally and globally. They become a returning audience which feeds into future legacy programs.				
<b>Lead Entity:</b>	City, LISD, Audubon				
<b>Support Entity/Entities:</b>	UNT, Kayak Power				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	UNT, City				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	<p>UNT, City</p> <p>UNT will provide scientific information on information to make available to eco-university participants (e.g. brochures) and for interpretive signage. The bird banding station can be integrated into this Action Item.</p>				

<p><b>Other Comments:</b></p>	<p>Here's what the Water Ecology multi-session program could look like, as an example of how any of these could be structured:</p> <ol style="list-style-type: none"> <li>1) During visit 1, participants get an overview of their local watershed and learn on-the-ground basics of kayaking and a short time in still waters (Beaver Pond)</li> <li>2) During visit 2, participants learn more about aquatic plants and restore some to wetlands, kayaking to reach certain spots(Bittern Marsh)</li> <li>3) During visit 3, participants are taught more advanced kayak techniques and practice watershed observation (McWhorter Creek)</li> <li>4) The program culminates with an eco-tour down the Elm Fork of the Trinity River with Kayak Power and staff.</li> </ol>
<p><b>Results through July 2017:</b></p>	<p>Due to vacancies, the team has not had time available for this action item.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will provide scientific information on information to make available to eco-university participants (e.g. brochures) and for interpretive signage. Start development of program for roll-out in FY19</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>General, Recreation and Grant Funds</p>

## 50. Programs: homestead

<b>Action Item Description:</b>	Further develop, staff, and market programs to interpret “humans in nature” at the Historic Homestead (Minor-Porter Log Home). This likely includes expanding demonstrations during Log House Open House (see “Programs: 3 <sup>rd</sup> Party Presentations and Contracts”), musical presentations (see “Volunteers: Engagement & Retention”). It may also include slightly expanding the field experiences offered to schools and other student groups, depending on staff allocation and Interpretive Plan.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Locals know and look forward to visiting the Homestead, and it becomes an even more valuable resource to further LLELA’s mission and vision.				
<b>Lead Entity:</b>	City, LLELA volunteers				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	This program expansion must be in line with the Interpretive Plan (See “Programs: Interpretive Plan”).				
<b>Results through July 2017:</b>	This action step will be addressed once the Interpretive Plan is developed.				
<b>Action Steps for FY 17-18:</b>	Begin development of Interpretive Plan				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General and recreation Funds				

**51. Programs: natural science mentorship program**

<b>Action Item Description:</b>	Establish an afterschool program to mentor students in the natural sciences and ecological fields, producing ecological stewards for life. Necessary preliminary steps include setting funding, partners, staffing, and timeline.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	<p>Target audiences within LISD (e.g. Latina/os, 6<sup>th</sup> graders, females) are mentored toward careers in natural sciences, ecological restoration, and stewardship, becoming familiar with high school and college level ecology concepts. Staff and students from LISD high schools and UNT interact with the mentorship and encourage further education. The Natural Science Mentorship Program becomes a model for local organizations.</p> <p>Important: This program is not after school day care. The students are select; the goals are scientific. For program quality, mentor groups should be small (though they could potentially be simultaneous).</p>				
<b>Lead Entity:</b>	LISD, Audubon				
<b>Support Entity/Entities:</b>	UNT, City LLELA volunteers				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Grants, UNT grants, and/or City of Lewisville budgets				
<b>Other Comments:</b>	Previously this grant-based program focused on two small groups of at-risk students within one local school (Delay Middle School). There are alternatives, including a) having one session open to the general public for a fee and another for lower income students funded by grants, and b) inviting different schools to attend on separate days. A presentation document with more detail about the previously proposed program is available upon request. This program would include LLELA outreach visits to the campuses before and after LLELA field trips.				
<b>Results through July 2017:</b>					

<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT: secure grant and contract funding</p> <p>LISD personnel will talk with Audubon and LLELA staff about the type of learning that would be included in an afterschool program.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>Grant and contract funding</p>

## 52. Staff training and certifications

<b>Action Item Description:</b>	<p>Maintain staff instructor certifications in first aid/CPR, American Canoe Association kayak instructor, Boy Scouts of America Merit Badge Counselor, and if possible wilderness first aid.</p> <p>Ensure all instructors are well versed in guiding principles, procedures, and all lesson plans. Maintain high program quality by providing instructor training in interpretive principles, natural history, and relevant educational skills.</p>				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	LLELA program participants have a high degree of confidence in their own safety and in LLELA instructor abilities.				
<b>Lead Entity:</b>	City, Audubon				
<b>Support Entity/Entities:</b>	UNT				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	City budget, Friends of LLELA				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	City budget, Friends of LLELA				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	<p>Two LLELA instructors received American Canoe Association Kayak Instructor Level 1 certification in May 2017.</p> <p>All LLELA staff have maintained CPR certification.</p> <p>LLELA Education Coordinator Lisa Cole achieved professional certification through the National Association for Interpretation in May 2017.</p>				

<b>Action Steps for FY 17-18:</b>	Maintain current certifications; ensure new nature programs coordinator is an ACA certified kayak instructor
<b>FY 18-19 Budget &amp; Funding Sources:</b>	COL – General and Recreation Funds

### 53. Trail development in LLELA

<b>Action Item Description:</b>	Expansion of trails in LLELA				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$\$\$\$
<b>Desired Result or Outcome:</b>	Expansion of trail system in LLELA to provide educational and recreational opportunities. Spine trail connectivity adjacent to Jones street to provide access to LLELA, enhancement and maintenance of existing nature trails. Additional trails to provide various points of connectivity to citywide trail system.				
<b>Lead Entity:</b>	City of Lewisville, UNT				
<b>Support Entity/Entities:</b>	Corp of Engineers				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	UNT provided funding for trail maintenance and expansion for research and wildlife management activities at LLELA with several external grants/contracts and with internal funding to support salaries and maintenance and operations activities.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	UNT: grant and contract funds				
<b>Other Comments:</b>	FLAP Grant 2020-2022				
<b>Results through July 2017:</b>	UNT: Trail maintenance included the periodic trimming and mowing of trails, control of exotic species and poison ivy, repair of signage for over 3 miles of terrestrial trails. Periodic maintenance of the kayak trail to remove fallen trees and emergent vegetation obscuring the trail. COL crews have concentrated efforts on maintaining existing trails and repairing flood damage from 2015 and 2016.				

<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will continue maintenance and expansion of trails to the extent possible with available funding. Support UNT staff and LLELA volunteers in development of the Stewart Creek Trail and a wildflower trail on the non-public side of the preserve.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>COL General Fund          UNT grant and contract funds</p>

**54. Visitor Experience: Trail Technology**

<p><b>Action Item Description:</b></p>	<p>Expand interactive technology applications on location at LLELA, especially trails, potentially including QR codes on signs with expanded information and/or Spanish translations, iNaturalist bioblitzes, a trail app, augmented reality tours, and more. This can also include remotely connecting the community with LLELA via Trail Cams and nest cams and other live feeds on LLELA and City websites.</p>				
<p><b>Geographic Area:</b></p>	<p>Central Area</p>	<p><b>Timing:</b></p>	<p>3</p>	<p><b>Cost to Operating Partners:</b></p>	<p>\$\$</p>
<p><b>Desired Result or Outcome:</b></p>	<p>The new, 'wired' and technologically savvy public are engaged and comfortable with their local natural green space, enjoying rich self-guided experiences which educate, entertain, and familiarize them with important concepts in the LLELA mission and vision.</p> <p>Integrate this Action Item with plans and programming for the Nature Center.</p>				
<p><b>Lead Entity:</b></p>	<p>City</p>				
<p><b>Support Entity/Entities:</b></p>	<p>UNT, Audubon, COE, TPWD</p>				
<p><b>FY 16-17 Budget &amp; Funding Sources:</b></p>					
<p><b>FY 17-18 Budget &amp; Funding Sources:</b></p>					
<p><b>Other Comments:</b></p>					

<p><b>Results through July 2017:</b></p>	<p>The Friends of LLELA organized the first-ever BioBlitz with over 100 participating researchers and observers in April 2017. It generated very positive feedback and has potential to be a growing annual event with opportunities for visitors of all ages to contribute to data collection and interact with researchers. All reporting occurred through iNaturalist.</p> <p>To date, over 14,000 observations have been recorded at LLELA's iNaturalist project. LLELA participated in the iNaturalist Challenge representing cities in the DFW area and assisted with winning this national competition.</p> <p>The LLELA website was updated in 2016.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will provide scientific input on information to make available to visitors (e.g. brochures) and for interpretive signage.</p> <p>The COL Public Library will be hosting a iNaturalist photo exhibit for the month of August 2017.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>General and Recreation Funds</p>

## 55. Volunteers: Recruit, Engage & Retain

<b>Action Item Description:</b>	<p>Recruit volunteers to add to the vibrant community that supports LLELA's vision and mission. Give regular presentations to surrounding volunteer organizations (e.g. Master Naturalists) to inform the public about their opportunities to volunteer at LLELA. Foster and support a dynamic, engaged, dedicated community of volunteers at LLELA through these and other methods:</p> <ul style="list-style-type: none"> <li>• Yearly volunteer appreciation event</li> <li>• Special events with staff (on-site and off, including trips)</li> <li>• Book/article/discussion group with staff</li> <li>• Family/group volunteer days</li> <li>• Music practice sessions for Homestead, Campfires, etc.</li> </ul>				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	<p>Volunteers stay engaged at LLELA for years because they feel a deep connection with LLELA and sense of belonging to the volunteer and staff community. They have ownership in LLELA's mission and contribute to a unique, vibrant and lasting community which supports the vision and mission.</p>				
<b>Lead Entity:</b>	All Operating Partners				
<b>Support Entity/Entities:</b>	Master Naturalist chapters & volunteers, Friends of LLELA, Volunteer Center of North Texas, Native Plant Society, Master Gardeners, and more				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	<p>Friends of LLELA could help fund volunteer events and excursions. City of Lewisville, UNT, private donations.</p>				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	<p>Friends of LLELA could help fund volunteer events and excursions. City of Lewisville, UNT, private donations.</p>				
<b>Other Comments:</b>	<p>Volunteers join the LLELA team for various reasons, but these often include 1) a sense of community and 2) learning from professionals in natural sciences. Special events with staff, on-site and off, are especially relevant for this reason.</p>				

<p><b>Results through July 2017:</b></p>	<p>UNT: Approximately 4,000 hours of volunteer time was invested in LLELA last year from a variety of community groups including 2 major restoration events involving 150 UNT students each.</p> <p>LLELA staff with registration and orientation of the Wednesday Crew who helps with restoration efforts. This is the fastest growing set of volunteers and is a draw for many Master Naturalist.</p> <p>River Care volunteers have completed at least six clean-up days.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will continue making opportunities available for volunteers and seeking volunteers to participate in those activities.</p> <p>Trail guide volunteer and log-house docent training sessions will be offered in fall 2017.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>General and Recreation Fund</p>

## 56. Volunteers: River Crew

<b>Action Item Description:</b>	<p>Equip and train a volunteer River Crew to clean the river during peak hours <i>and</i> to engage with visitors along the river in a friendly, informative way.</p> <p>Equipment provided will include brochures about the dangers of littering and why and how LLELA and other natural spaces should be protected in Spanish and English. Special emphasis will be placed on seeking Spanish-speaking volunteers to participate in the River Crew as much as possible.</p>				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	The area along the Elm Fork of the Trinity River at LLELA is not only cleaned, but stays cleaner longer as citizens become informed about how to take care of this natural resource even as they enjoy its benefits.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	UNT, LLELA volunteers, KLB, Volunteer organizations (e.g. Master Naturalists)				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Apply for grants and cooperation with TPWD, City of Dallas, TCEQ, TWDB, and corporate funders. \$3,000 for printing, \$1,500 for interpretive panels and \$1,200 for volunteer shirts.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Apply for grants and cooperation with TPWD, City of Dallas, TCEQ, TWDB, and corporate funders.				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	River Care volunteers have completed at least six clean-up days.				
<b>Action Steps for FY 17-18:</b>	LLELA staff is working with River Care to schedule a monthly clean-up/angler engagement starting in August.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	COL General and Recreation Fund				

## 57. Volunteers: Training

<b>Action Item Description:</b>	<p>Train volunteers to support LLELA's mission and vision and augment staff efforts. Training will include (but is not limited to)</p> <ul style="list-style-type: none"> <li>• Homestead maintenance and education</li> <li>• Principles of interpretation</li> <li>• Trail guide techniques</li> <li>• Trail maintenance</li> <li>• Bird Banding procedures</li> <li>• Program procedures (e.g. Scout badge workshops, Stars on the Prairie)</li> <li>• Restoration techniques and procedures</li> <li>• See "Volunteers: River Crew" – seek out bilingual volunteers</li> </ul>				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Volunteers are self-directed and competent while also being connected to LLELA staff and mission goals. LLELA's capacity to implement the mission is more than doubled.				
<b>Lead Entity:</b>	City, UNT				
<b>Support Entity/Entities:</b>	Master Naturalist chapters & volunteers, Friends of LLELA				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	<p>Friends of LLELA could fund volunteer attendance at professional trainings and conferences such as NAI and SER.</p> <p>UNT supported volunteer activities at LLELA with several external grants/contracts and with internal funding to support salaries and maintenance and operations activities which utilized volunteers whenever possible.</p>				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	<p>Friends of LLELA could fund volunteer attendance at professional trainings and conferences such as NAI and SER.</p> <p>UNT will continue supporting volunteers to the extent its funding allows.</p>				
<b>Other Comments:</b>	Program should result in some sort of certification that volunteers have been appropriately trained.				

<p><b>Results through July 2017:</b></p>	<p>UNT: LLELA staff trains Master Naturalists from 3 county chapters (Collin, Dallas and Denton) each year. In addition to those training sessions, there is ongoing training for members of the general public through weekly opportunities on site.</p> <p>COL: Conducted trail guide volunteer and log-house docent training sessions in fall 2016 and spring 2017.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will continue making opportunities available for volunteers, seeking volunteers to participate in those activities, and training those volunteers as appropriate.</p> <p>Trail guide volunteer and log-house docent training sessions will be offered in fall 2017.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>General and Recreation Fund</p> <p>UNT: grant and contract funds</p>

## ACTION ITEMS FOR THE EXPANDED AREA



**58. Acquisition of park land to extend the Green Centerpiece**

<b>Action Item Description:</b>	Consider targeted properties in Lewisville; develop plans for use of targeted park land; appraisals already complete for targeted land				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$\$\$\$
<b>Desired Result or Outcome:</b>	Best use of remaining land in Lewisville to support Green Centerpiece and Extending the Green goals				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	General Fund; 4b sales tax				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	General Fund; 4b sales tax				
<b>Other Comments:</b>	City Council appropriated \$2.0M for land acquisition in FY 15-16 and will continue to add funding as resources allow.				
<b>Results through July 2017:</b>	Purchased property adjacent to Memorial Park to be dedicated as Valley Vista Park.				
<b>Action Steps for FY 17-18:</b>	Identify property to be considered for purchase or lease in effort to Extend the Green.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	COL - General Fund; 4b sales tax, park development funds				

**59. Develop Land Use Plan and design guidelines/requirements**

<b>Action Item Description:</b>	Develop a special land use plan that includes zoning, development regulations and design guidelines or requirements for public and private development in a targeted area adjacent to Green Centerpiece.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Council adopted plan that guides development and redevelopment; create a unique address in Lewisville				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	General Fund				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	General Fund				
<b>Other Comments:</b>	Southern Identity Focal Point already underway; next step is SH 121 adjacent area				
<b>Results through July 2017:</b>	The City Council approved funding for development of a small area plan for a targeted neighborhood north of Old Town that the City considers the gateway to LLELA. This small area plan will extend to LLELA's entrance at Jones and Kealy so that connectivity is ensured and appropriate design guidelines can be implemented. Future small area plans will include the Business 121 corridor adjacent to LLELA.				
<b>Action Steps for FY 17-18:</b>	Research area demographics; meet with stakeholders; collect public input from target neighborhood focusing heavily on connection to green spaces and green centerpiece; identify key neighborhood needs; draft, review and adopt small area plan. The adopted small area plan can inform future infrastructure projects, land use regulations, and landscape design guidelines.				

<b>FY 18-19 Budget &amp; Funding Sources:</b>	General Fund
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**60. Economic development recruitment of 'green' businesses**

<b>Action Item Description:</b>	Incorporate the focus of the Green Centerpiece in Lewisville's efforts to attract new businesses by updating the City's economic development plans and programs to seek 'green' businesses.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Businesses located near the Green Centerpiece that support its objectives and benefit from its proximity.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	General Fund				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	General Fund				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	Ongoing efforts are being made to recruit new "green" businesses by using the Green Centerpiece as part of our recruitment strategies. In 2017, we revised our economic development website to highlight the economic benefits of our green centerpiece as well as link potential businesses to LLELA's website. In addition, we redesigned our marketing material that we provide prospective businesses. This marketing material similarly highlights the benefits of LLELA.				
<b>Action Steps for FY 17-18:</b>	Ongoing recruitment				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General Fund.				

**61. Engage residents of adjacent neighborhoods in special programs and activities**

<b>Action Item Description:</b>	Use the Green Centerpiece as an asset for adjacent neighborhoods by giving their residents special ways to relate to the Green Centerpiece.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Neighborhoods that differentiate themselves in the marketplace because of their relationship to the Green Centerpiece and residents who see themselves as special supporters for the Green Centerpiece assets and activities. This Action Step can be included in the work to develop a Community Character Manual for the City.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	General Fund				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	General Fund				
<b>Other Comments:</b>	We are targeting Lewisville as a whole, rather than specific neighborhoods. There are not many neighborhoods directly adjacent to LLELA and needs clarification.				
<b>Results through July 2017:</b>	The City Council approved funding for development of a small area plan for targeted neighborhood north of Old Town that the City considers the gateway to LLELA. This small area plan will extend to LLELA's entrance at Jones and Kealy so that connectivity is ensured and appropriate design guidelines can be implemented.				

<b>Action Steps for FY 17-18:</b>	Research area demographics; meet with stakeholders; collect public input from target neighborhood focusing heavily on connection to green spaces and green centerpiece; identify key neighborhood needs; and adopt small area plan. The adopted small area plan can inform future infrastructure projects, land use regulations, and landscape design guidelines.
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General Fund

**62. High school environmental research program**

<b>Action Item Description:</b>	Use the research underway at LLELA to provide opportunities for LISD high school students to participate in environmental research and make connections to university faculty and professional scientists.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Lewisville students who choose careers in the sciences because they have had early exposure to environmental research and contact with people in these fields.				
<b>Lead Entity:</b>	LISD, UNT				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>	UNT will support opportunities for LISD high school students by including these types of opportunities in proposals prepared in response to grant and contract requests for which LLELA ecosystems appear appropriate. Opportunities where Audubon, LISD and/or the City can collaborate with UNT to enhance high school research opportunities will be targeted.				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>					
<b>Action Steps for FY 17-18:</b>	UNT will support opportunities for LISD high school students to the level funding can support. Obtain research information from LLELA personnel in order to share with high school Science department heads				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	UNT grant and contract funds				

**63. Improved kayak launch and takeout facilities**

<b>Action Item Description:</b>	Improved kayak launch and takeout facilities at LLELA and Hebron Pkwy with ADA accessible docks, parking and restroom facilities.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$\$\$
<b>Desired Result or Outcome:</b>	Kayak launch and takeout facilities that provide improved ADA accessible access to the river and promotes river tourism.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	4B Funds				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	4B Funds \$1,000,000				
<b>Other Comments:</b>	Project is under design but has been delayed by the floods				
<b>Results through July 2017:</b>	The COL is working with Jacobs to complete designs for both kayak launches. Currently the designs include accessible kayak docks, parking facilities and restrooms at both sites. Funding constraints may require construction to be completed in phases with the Hebron Parkway launch being addressed first to alleviate safety concerns about access to the river.				
<b>Action Steps for FY 17-18:</b>	Determine final funding requirements and make a recommendation regarding phasing for the project.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	4B Funds, Grant funds				

## 64. Interested partner volunteerism

<b>Action Item Description:</b>	Develop institutional programs that encourage the employees of the partners to volunteer at LLELA. This could be in the form of large events or individuals who have specific interests.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Increased awareness amongst the employees of the partners about the existence of LLELA and the various activities as well as opportunities that can be found there. New volunteers.				
<b>Lead Entity:</b>	All Operating Partners				
<b>Support Entity/Entities:</b>	Friends of LLELA, KLB				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	UNT: The Big Event: A nationally recognized day of service celebrated by the UNT community in March. UNT volunteers contribute over 10,000 hours of service in 7 cities in Denton County, including a large contingent of faculty, staff and students who participate in wildlife management activities at LLELA each year. About 150 hours were contributed at LLELA this year. UNT's Center for Leadership & Service hosts the Big Event each year.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	UNT: same funding sources as last year.				
<b>Other Comments:</b>	Large events could be weekday and/or weekend events.				
<b>Results through July 2017:</b>	UNT: Organized two major restoration events involving 150 UNT students each.				
<b>Action Steps for FY 17-18:</b>	UNT: The Big Event: will repeat in the Spring of 2018 with the same funding source as before. Identified volunteer opportunities at LLELA will be shared with LISD personnel				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	UNT: The Big Event: will repeat in the Spring of 2019 with the same funding source as before.				

<b>65. Develop a Green Centerpiece marketing plan</b>					
<b>Action Item Description:</b>	Market LLELA to a wide but local public through various media outlets, publicizing LLELA as a location in which to practice outdoor skills, gather with family and friends, join in citizen science efforts, give back to the community through volunteering, participate in guided programs, and enjoy a natural setting.				
<b>Geographic Area:</b>	Expanded Area (and beyond)	<b>Timing:</b>	2, 4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	The Green Centerpiece is one of the first places local (including but not limited to Lewisville) people think of when they desire to connect with nature and enjoy ecologically compatible recreation.				
<b>Lead Entity:</b>	All Operating Partners				
<b>Support Entity/Entities:</b>	KLB				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	General Fund, 4B funds  Marketing Plan = \$70,000 one-time cost outside the regular LLELA operating budget				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	General Fund, 4B funds				
<b>Other Comments:</b>	<p>A comprehensive marketing plan is essential to maximize the benefit of the Green Centerpiece and to gain the greatest exposure for the Nature Center. The target audiences and their locations should be explored. Traditional (e.g. newspaper) and non-traditional (e.g. Instagram) venues to share information should be explored.</p> <p>A Re-designed public website for LLELA is currently being developed, with expected launch in summer 2016. Facebook already is used to great effect, with other social media outlets will be researched after the website launch.</p> <p>Create a master publicity schedule, including an editorial calendar that identifies key programs and topics throughout the year. This document will be shared by all operating partners, with specific marketing opportunities for each partner.</p>				

	<p>A key step is developing a complete marketing plan for LLELA and the entire Green Centerpiece. While expertise exists within each of the managing partners, the need for focused attention on this project points to the need for hiring an outside firm to develop this plan. An RFP for this plan should be circulated to marketing firms and to URCM, the in-house marketing department of UNT. [BUDGET IMPACT: Creation of a professional marketing plan can range from \$40,000 to \$100,000 depending upon the complexity. A midpoint estimate of \$70,000 is used here, but should be viewed only as an estimate.]</p>
<p><b>Results through July 2017:</b></p>	<p>Updates to the LLELA website have implemented and the team is using Facebook to promote programs and events, create dialog about visiting LLELA and encourage environmental stewardship beyond the park boundaries.</p> <p>The re-designed LLELA website launched in November 2016, with expanded content and increased emphasis on visitor interaction. Authority has not yet been granted to develop a comprehensive marketing plan.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT will introduce the University Relations, Communications &amp; Marketing office to the City's marketing office so that articles can be planned for the university's In-House magazine, as well as other university communications vehicles (e.g. the Alumni magazine, etc.)</p> <p>Purchase of a branded exhibit tent and related materials, to be used as public events in Lewisville, on the UNT campus, and at other locations based on opportunity. A deployment schedule will be developed in coordination with all partners.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	

**66. Marketing: promote the Green Centerpiece at ecotourism fairs and festivals**

<b>Action Item Description:</b>	Attract visitors to Lewisville by promoting the Green Centerpiece at national fairs and festivals focused on ecotourism.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Establish the Green Centerpiece's place among similar environmental and recreational venues regionally and nationally, and claim an increasing share of that market. Time this marketing to maximize benefit at the opening of the Nature Center.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	\$10,000 ongoing costs (two events) Source: LLELA Operating Budget				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	\$20,000 ongoing costs (four events) Source: LLELA Operating Budget				
<b>Other Comments:</b>	<p>Early steps have been taken. LLELA will have a booth at the three-day Earth Day Dallas event bring held in April; the event will draw an estimated 70,000 visitors. LLELA staff has been looking for other similar opportunities with little success to date.</p> <p>Costs associated with this action item would include booth materials, marketing materials, and entry cost for each event. Booth materials are addressed in Action Item #4 above and would not need to be repeated here. Based on costs associated with Earth Day Dallas, the budget projection used here is \$5,000 per event for two events in FY 16-17 and four events in FY 17-18.</p>				

<p><b>Results through July 2017:</b></p>	<p>LLELA was highlighted at the well-attended Bringing Nature Home event at the MCL Grand Theater in January 2017, with speaker Douglas Tallamy.</p> <p>LLELA staff and volunteers presented booths at the April 2017 Colorpalooza (attended by 3,500 people) and at Western Days in September 2016 (attended by 15,000 people). LLELA and Recreation Center teams are sharing a booth at Lewisville High School's 2017 Hey Day in August.</p> <p>LLELA booth materials were packaged into a kit which is easier for volunteers to pick up and transport to events.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>LLELA will have a booth at the three-day Earth Day Dallas event being held in April.</p> <p>An action item has been submitted to City Council for consideration; additional funds will allow staff to purchase sustainable promotional and educational items that can be used at LLELA to distribute at fairs, presentations and other community events.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>Maintain FY 17-18 funding levels.</p>

## 67. City adoption of the Green Code

<b>Action Item Description:</b>	Put in place regulation and ordinances that support environmental quality and protection of the natural assets located in the Green Centerpiece. Light pollution is one of the issue to be addressed.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$\$
<b>Desired Result or Outcome:</b>	Reduced impact on wildlife natural cycles and the ability to maintain populations of wildlife species within a growing urban area for their own intrinsic value as well as for the enjoyment and education of the public.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	NCTCOG, TCEQ, EPA, PUC				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	The City is working with NCTCOG to implement regionally-appropriate codes and ordinances in these areas.				
<b>Results through July 2017:</b>	Completed first-round of stakeholder meetings reviewing the Green Code. Project has been put on hold due to staff turnover. New Director of Neighborhood & Inspection Services has been hired and will be the new project manager. This new director is a member of the NTCOG's Energy and Green Advisory Board and was hired partially with that experience in mind.				
<b>Action Steps for FY 17-18:</b>	Additional stakeholder meetings and recommendation to City Council.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General Fund				

## 68. Outreach: University Connections

<b>Action Item Description:</b>	UNT pursues relationships with local, state and federal agencies, related associations and other universities in support of ecosystems services research, wildlife preservation and ecological restoration. UNT works across its System to involve other components of the university. <sup>[AS11]</sup>				
<b>Geographic Area:</b>	Expanded Area <u>and</u> beyond	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	UNT is recognized as a world research leader in ecosystems services, nature preservation & restoration management; UNT is recognized as a leader in environmental education programming; the City of Lewisville is recognized as home to a world-class education and research facility, and as a national leader in Best Practices: Management-Nature Preserve.				
<b>Lead Entity:</b>	UNT				
<b>Support Entity/Entities:</b>	City				
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Initially & projected – minimal and a) absorbed by UNT, and/or b) supported through identified funding (ex: grants). In FY 16-17, costs will likely be associated with pursuit of funding/grants.				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	With funding/grants, facilities/equipment may be needed on-site, but these direct costs are typically funded through the grant; other tbd; in support of educational programming development (ex: curriculum), may be absorbed, funded, or supported with ask of ISD(s); all tbd.				

<p><b>Other Comments:</b></p>	<p>UNT already has built connections with other universities and junior colleges as a means to widen participation in research programs. This effort should continue. However, it is important to note that several universities that were partners in the LLELA start-up later stepped away from the project; conversations need to be held with those institutions to determine why they stepped away, and what current needs they might have that could be met through LLELA.</p> <p>UNT also actively seeks and pursues grant funding for research programs. This effort should continue as well, with cooperation from the other managing partners when needed.</p> <p>Projects/programs may include:</p> <ul style="list-style-type: none"> <li>• UNT internal marketing – newsletter, awareness programming, cross-study/research efforts</li> <li>• UNT external outreach re: research projects to targeted entities</li> <li>• UNT submits related research publications to recognized academic journals</li> <li>• UNT submits papers/programs to recognized, related academic conferences</li> <li>• UNT issues news releases re: programs, research to academic publications, newsletters</li> <li>• UNT coordinates with other UNT departments: programming, education, study &amp; research projects</li> </ul>
<p><b>Results through July 2017:</b></p>	
<p><b>Action Steps for FY 17-18:</b></p>	
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	

**69. Partnerships for commercialization of UNT's LLELA-based research**

<b>Action Item Description:</b>	Commercialize the research conducted at LLELA in a way that creates new jobs in Lewisville and increases the City of Lewisville's tax base. Encourage the businesses that commercialize UNT's LLELA-based research to location in or near the Green Centerpiece.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Economic value, increased business activity, jobs and benefits to people and the environment from the research underway at LLELA.				
<b>Lead Entity:</b>	UNT, City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	<p>When the LLELA website was updated in fall 2016, multiple pages highlighted UNT research.</p> <p>Ongoing efforts are being made to recruit new "green" businesses by using the Green Centerpiece as part of our recruitment strategies. In 2017, we revised our economic development website to highlight the economic benefits of our green centerpiece as well as link potential businesses to LLELA's website. In addition, we redesigned our marketing material that we provide prospective businesses. This marketing material similarly highlights the benefits of LLELA.</p>				

<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT: Introduce LLELA's City/LISD/UNT partnership to Michael Rondelli, UNT's Associate Vice President for Innovation and Commercialization to begin to explore opportunities for technology transfer from UNT environmental research into the Lewisville business sector.</p> <p>Ongoing recruitment</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	

## 70. Programs: Citizen science

<b>Action Item Description:</b>	<p>Expand citizen science opportunities to a wider audience and engage more Lewisville (and other local) citizens in real-life science. Do this through:</p> <ul style="list-style-type: none"> <li>• Informative programs which help people engage at LLELA (e.g. iNaturalist workshops) and at home (e.g. Nest Watch, Bud Burst)</li> <li>• Interactive events at LLELA(e.g. Bioblitzes)</li> <li>• Including Citizen Science in established programs (e.g. take Globe at Night during Stars on the Prairie program)</li> </ul>				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	<p>People who have attended programs which feature Citizen Science are empowered to apply actual research in their communities, and engage in citizen science at LLELA. The scientific process becomes fun and accessible rather than remote.</p>				
<b>Lead Entity:</b>	City, UNT, LISD, Audubon, LLELA volunteers				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>					

<p><b>Results through July 2017:</b></p>	<p>The Friends of LLELA organized the first-ever BioBlitz with over 100 participating researchers and observers in April 2017. It generated very positive feedback and has potential to be a growing annual event with opportunities for visitors of all ages to contribute to data collection and interact with researchers. All reporting occurred through iNaturalist.</p> <p>To date, over 14,000 observations have been recorded at LLELA's iNaturalist project. LLELA participated in the iNaturalist Challenge representing cities in the DFW area and assisted with winning this national competition.</p> <p>The LLELA website was updated in 2016.</p>
<p><b>Action Steps for FY 17-18:</b></p>	<p>UNT: participate in Citizen Science activities at LLELA as appropriate.</p> <p>The COL Public Library will be hosting a iNaturalist photo exhibit for the month of August 2017.</p>
<p><b>FY 18-19 Budget &amp; Funding Sources:</b></p>	<p>COL General and Recreation Fund</p>

**71. Programs: Restoration staff involvement and programs**

<p><b>Action Item Description:</b></p>	<p>Involve UNT’s Restoration and Research staff in current programs, and expand programming to offer Restoration- and Research-focused programs. Share the importance and applicability of restoration and research with the wider community.</p> <p>Most of these programs will be at LLELA featuring LLELA’s natural resources, but some can be outreach presentations to other locations.</p>				
<p><b>Geographic Area:</b></p>	<p>Expanded Area</p>	<p><b>Timing:</b></p>	<p>4</p>	<p><b>Cost to Operating Partners:</b></p>	<p>\$</p>
<p><b>Desired Result or Outcome:</b></p>	<p>Citizens are informed about local ecological concepts and management techniques, and are empowered to make better environmental decisions and enjoy LLELA more deeply.</p>				
<p><b>Lead Entity:</b></p>	<p>UNT</p>				
<p><b>Support Entity/Entities:</b></p>	<p>City</p>				
<p><b>FY 16-17 Budget &amp; Funding Sources:</b></p>	<p>General Fund</p>				
<p><b>FY 17-18 Budget &amp; Funding Sources:</b></p>	<p>General Fund</p>				
<p><b>Other Comments:</b></p>	<p>Ideal programs to implement this Action Item include:</p> <ul style="list-style-type: none"> <li>• Migration Bird Banding</li> <li>• Eco University Sessions</li> <li>• Prairie Walks</li> <li>• Citizen Science like iNaturalist Bioblitzes (see “Programs: Citizen Science”)</li> <li>• Family/group Volunteer Days</li> </ul>				
<p><b>Results through July 2017:</b></p>					

<b>Action Steps for FY 17-18:</b>	UNT: participate in programs at LLELA as appropriate. Many of the earlier action items include this concept, especially those involving UNT's scientific input on information to provide to visitors (e.g. brochures) and for interpretive signage.
<b>FY 18-19 Budget &amp; Funding Sources:</b>	

**72. Reuse of landfill property**

<b>Action Item Description:</b>	Work with landfill owners to develop closure plans that create an environmentally desirable site and use.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	3	<b>Cost to Operating Partners:</b>	\$\$\$\$
<b>Desired Result or Outcome:</b>	Recreation uses and aesthetically pleasing setting on the site of the closed landfill.				
<b>Lead Entity:</b>	City, plant operators (Waste Management, Republic, Farmers Branch)				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>	Private; Grants				
<b>FY 17-18 Budget &amp; Funding Sources:</b>	Private; Grants				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>					
<b>Action Steps for FY 17-18:</b>	Staff will request a reuse plan from Waste Management as part of host agreement contract negotiations. The DFW landfill is currently slated to close in approximately 3- 5 years.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>					

### 73. SER Conference

<b>Action Item Description:</b>	Host the Society for Ecological Restoration's conference in 2018 (or at a later time). Identify projects that can be started now by partners and then presented during the conference.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	2	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Showcase the new partnership and potentially learn from other existing organizations. Increase awareness of the city's ability to host conferences to other organizations. Increase awareness of the environmental work in the Green Centerpiece.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>	UNT, LISD, Friends of LLELA				
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>	\$5,000 (one-time cost) outside the regular LLELA Operating Budget.				
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	SER conference coordinators chose to have the November 2017 conference at UNT with field trips and an evening social at LLELA. LLELA staff has been working with SER representatives to coordinate the activities. City staff is providing assistance and facilities for events.				
<b>Action Steps for FY 17-18:</b>	Support 2017 SER conference.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	N/A				

**74. Work with private developers to incorporate Green Centerpiece concepts**

<b>Action Item Description:</b>	Provide information and other assistance to developers that can help them tailor their projects in or near the Green Centerpiece to benefit from the Green Centerpiece identity and environment in their projects' design and marketing to buyers and tenants.				
<b>Geographic Area:</b>	Expanded Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$
<b>Desired Result or Outcome:</b>	Neighborhoods and business areas that are differentiated by being 'Green Centerpiece' communities				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>					
<b>Results through July 2017:</b>	Ongoing efforts are being made to recruit new "green" development by using the Green Centerpiece as part of our recruitment strategies. In 2017, we revised our economic development website to highlight the economic benefits of our green centerpiece as well as link potential developments to LLELA's website. In addition, we redesigned our marketing material that we provide prospective businesses and developers. This marketing material similarly highlights the benefits of LLELA.				
<b>Action Steps for FY 17-18:</b>	Ongoing recruitment				
<b>FY 18-19 Budget &amp; Funding Sources:</b>	General Fund.				

## 75. ADA Compliance

<b>Action Item Description:</b>	Provide compliance with all ADA accessibility guidelines.				
<b>Geographic Area:</b>	Central Area	<b>Timing:</b>	4	<b>Cost to Operating Partners:</b>	\$\$\$
<b>Desired Result or Outcome:</b>	Ensure that facilities in the Green Centerpiece meet requirements and offer opportunities for environmental experiences by people of all abilities.				
<b>Lead Entity:</b>	City				
<b>Support Entity/Entities:</b>					
<b>FY 16-17 Budget &amp; Funding Sources:</b>					
<b>FY 17-18 Budget &amp; Funding Sources:</b>					
<b>Other Comments:</b>	This will be a component of all public improvements in the Green Centerpiece.				
<b>Results through July 2017:</b>	COL coordinated with LISD to move and install four portable classrooms to LLELA. These classrooms were renovated in accordance with ADA standards. They provide office space, exhibit space and classroom space for City, Friends of LLELA and UNT staff members. Each building has an accessible restroom and ramp.				
<b>Action Steps for FY 17-18:</b>	Continue to evaluate LLELA facilities and opportunities to create additional access to trails and structures. Improve LLELA website to provide more detailed information about accessibility. Complete the design of the accessible kayak launch.				
<b>FY 18-19 Budget &amp; Funding Sources:</b>					

## TRACKING PROGRESS AND ACCOMPLISHMENTS

During 2016, the decision-making bodies of each Operating Partner will be asked to approve or endorse this Green Centerpiece Master Strategy. The priority Action Items should then be included in the appropriate budgets for FY 2016-2017.

Beginning in the fall of 2016, representatives of the Operating Partners will meet quarterly to discuss pending projects and to ensure that funding is adequate and that projects are underway. At these meetings, the representatives will identify any outstanding issues and will decide on steps to address them.

Progress on Green Centerpiece implementation should be communicated to the Operating Partners' leadership, visitors and users of the Green Centerpiece and the general public. The status of these projects should be included in the City's annual Progress Report for *Lewisville 2025*.

Priorities for the next few years focus on the steps to design and build a Nature Center, and to begin its operation. The positive recommendations from the Audubon Nature Center Feasibility Study should form the basis for negotiations about the center.

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** January 23, 2018

**SUBJECT:** **Consideration of an Ordinance Amending Section 2-48 of the Lewisville City Code to Amend the Requirement for a Licensed Architect on the Old Town Design Review Committee**

### **BACKGROUND**

Our current code requires the City to appoint a licensed architect and an alternate licensed architect to the Old Town Design Review Committee (“OTDRC” or the “board”). Neither of these positions are members of the committee nor do they have voting rights. The primary licensed architect serves as advisor to the OTDRC on architectural design issues. The alternate licensed architect should serve as advisor when the primary licensed architect is absent or has a conflict of interest.

### **ANALYSIS**

Bill Peck is currently appointed as the OTDRC’s primary licensed architect. The City has not appointed an alternate because we have never been able to find a licensed architect who has been willing to serve in this capacity. Recently, given the significant increase in the amount of development in Old Town, the lack of an alternate architect has become a bigger concern. In addition to Mr. Peck’s advisory role for the OTDRC, he also represents his own private clients before that same board. According to the attached spreadsheet, Mr. Peck has represented approximately 30% of the applicants that have come before the OTDRC for approval. In these cases, he advocates on behalf of his private clients and the board is left without any architectural advisor.

To avoid the appearance of a conflict and ensure that the board has a regular architectural advisor, staff believes it is in the city’s best interest to hire an architectural firm that specializes in historic and preservation architecture to be the advisor to the OTDRC. The proposed ordinance would also prohibit that firm from representing any private interests before the OTDRC. City staff has requested quotes from five different firms and has received quotes from two. Both these firms have extensive historic and preservation architectural experience. They have also both come highly recommended by the City of Dallas’s historic preservation planning office. Either one is qualified to advise our OTDRC. The cost will be less than \$2,000 per month for the architects to review all OTDRC materials and attend the public meetings.

### **RECOMMENDATION**

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

MeetingDate	Project/BusinessName	StreetNum	Dir	StreetName	Background	Res	Sign	ExtMod	NewDev	Other	Bill Peck
11/28/2016	Domino's Pizza	219	E	Church	The properties are located on the northeast corner of Church Street and Harris Street. Mr. Robert Gavitt bought the properties this year with the intent to build a restaurant.	FALSE	FALSE	FALSE	TRUE	FALSE	FALSE
5/15/2017		396		Edwards	The property is located on the southeast corner of Edwards Street and South Cowan Avenue. The applicant recently purchased the property with an existing residence built in 1950's. The applicant is proposing to make exterior modifications to the building.	TRUE	FALSE	TRUE	FALSE	FALSE	FALSE
6/12/2017	South Village			Elm	In 2014, the properties located west of Mill Street and south of Elm Street were assembled for a mixed-use development that was a combination of single family attached, single-family detached and a mixed-use building with a commercial base and a residential component above. Plans for the mixed-use building were recently approved by the OTDRC. The plans included in this submittal are for the single-family attached and detached components of the development.	FALSE	FALSE	FALSE	TRUE	FALSE	FALSE
12/19/2016		145 & 147	N	Harris	The property is located on the west side of North Harris St. between Main St. and West Walters St. The property contains two houses and one garage built in the 1960's. The applicant plans to replace and paint the siding on the two houses and garage. The applicant is proposing to replace the siding with hardie board on all three buildings. The trim will also be replaced and painted on the garage, and the windows will be replaced on the southern residence (145 N Harris St.).	TRUE	FALSE	TRUE	FALSE	FALSE	FALSE
4/10/2017		337		Herod	The property is located on the southwest corner Herod Street and West College Street. The applicant recently bought this property and is proposing new paint for the existing siding, and new shingles for the roof.	TRUE	FALSE	TRUE	FALSE	FALSE	FALSE
5/15/2017		395		Hickory	The property is located on the northeast corner of S. Cowan Ave. and Hickory Street. The applicant recently moved into this property and is proposing new paint for the existing siding.	TRUE	FALSE	TRUE	FALSE	FALSE	FALSE
11/28/2016		208		Kealy	The residence located at 308 N. Kealy Avenue was built in the 1970's. The current property owner is seeking approval for their existing storage building. The property was recently rezoned from Light Industrial (LI) to Old Town Mixed Use 2 (OTMU2) to conform to its residential use.	TRUE	FALSE	FALSE	FALSE	TRUE	FALSE
2/13/2017	J2 Steakhouse	119	E	Main	The existing building is located on north side of Main Street on the west side of N Kealy Avenue. Mr. Jim Murray purchased the property to convert the building into a restaurant. In September of 2016 the Old Town Design Review Committee approved a proposal for the Exterior Design of this building. The applicant is now seeking approval for a painted mural.	FALSE	FALSE	FALSE	TRUE	TRUE	TRUE
3/27/2017	The Brokerage Inc.	233	W	Main	The property is located on the southeast corner W. Main Street and Milton Street. The property was once occupied by the Brecheen Learning & Vision Center. The Brokerage Inc., currently located at 233 W. Main Street, has expanded their business and provided additional office space at this new location. The Old Town Design Review Committee approved a new monument sign for the Brokerage Inc on February 13, 2017. The applicant plans to paint the existing siding to match the business across the street and to replace existing windows to meet energy code requirements.	FALSE	FALSE	TRUE	FALSE	FALSE	FALSE
5/15/2017	Old Town Winehouse	119	W	Main	The property is located at 119 West Main Street in Old Town Lewisville. The building was previously occupied by the Fairy Tale Tea Time. The applicant is proposing to remodel the property for a restaurant.	FALSE	FALSE	TRUE	FALSE	FALSE	TRUE
5/15/2017	Haugen Law Firm	101	W	Main	The Haugen Law Firm is located on the northwest corner of W. Main Street and N. Mill Street. The property owner is seeking approval for the proposed renovations that include a new brick façade, new paint and new lighting. (NOTE: Bill brought a completely new set of plans to the meeting for this item - please refer to the project folder instead of the packet for reference)	FALSE	FALSE	TRUE	FALSE	FALSE	TRUE
5/22/2017	Main Street Mercantile	105 & 109	W	Main	The Main Street Mercantile is moving across West Main Street to 105, and will occupy the space that Lewisville Boots and Whitestone Celebrations currently occupy. The applicant is proposing major exterior modifications prior to the relocation. These modifications include renovating the front façade of the buildings, adding a second story, and extended the building foot print north for a portion of 105 W. Main Street.	FALSE	FALSE	TRUE	FALSE	FALSE	TRUE

6/12/2017	128 & 132 W Main			The existing properties are located on the south side of West Main Street, approximately 150 feet west of South Mill Street. The property owner of 132 W. Main has purchased the property at 128 W. Main Street. The applicant plans to use approximately 1,000 square feet of space at the front for retail use and provide leasable office spaced in the back. The applicant is proposing exterior modifications to both addresses and to provide a covered patio in the rear which extends over both properties.	FALSE	FALSE	TRUE	FALSE	FALSE	TRUE
7/24/2017 J2 Steakhouse	119	E	Main	The existing building is located on north side of East Main Street on the west side of North Kealy Avenue. Mr. Jim Murray purchased the property to convert the building into a restaurant. In September of 2016 the Old Town Design Review Committee approved a proposal for the Exterior Design of this building. The applicant plans to relocate an existing silo on the site to the roof and is seeking an approval for this modification.	FALSE	FALSE	TRUE	FALSE	FALSE	TRUE
8/14/2017 Main Steet Café	231	E	Main	The existing business is located on the northwest corner of E Main Street and Harris Street. The applicant is making minor repairs and proposing new paint for the existing siding.	FALSE	FALSE	TRUE	FALSE	FALSE	FALSE
8/14/2017 Stokes	128 & 132 W Main			The existing properties are located on the south side of West Main Street, approximately 150 feet west of South Mill Street. The property owner of 132 W. Main has purchased the property at 128 W. Main Street. The applicant plans to use approximately 1,000 square feet of space at the front of the building for retail use with office spaces at the rear of the building. The Old Town Design Review Committee approved the exterior modification on June 12, 2017. The applicant is seeking approval for minor modifications to the previous design.	FALSE	FALSE	TRUE	FALSE	FALSE	TRUE
9/25/2017 Irene's Bakery	116	W	Main	Irene's Bakery is located in the heart of Old Town at 116 West Main Street. The bakery is proposing a new awning, which will be located above the main entrance.	FALSE	FALSE	TRUE	FALSE	FALSE	TRUE
9/25/2017 Bridal Boutique	139	W	Main	Bridal Boutique is located at 139 and 143 West Main Street. The property owner is seeking approval for the proposed renovations that include adding a second floor and repainting the finishing touches.	FALSE	FALSE	TRUE	FALSE	FALSE	TRUE
3/13/2017 Beside the Bride	125	N	Mill	The existing building is located at the southwest corner of W. Church Street and N. Mill Street. The business owner recently replaced a painted mural, which was approved by Old Town Design Review Committee on September 8th, 2014, with a new Single Tenant Sign.	FALSE	FALSE	FALSE	FALSE	TRUE	FALSE
3/27/2017 South Village	251	S	Mill	On October 24, 2016, the Old Town Development Review Committee approved the proposed exterior design concept, materials and paint colors for South Village with the condition that the applicant resubmit the project with modifications to the northern elevation. The applicant is now seeking approval for the modifications made to the northern elevation.	FALSE	FALSE	TRUE	FALSE	FALSE	FALSE
5/15/2017	322	N	Mill	The property is located on the east side of North Mill Street and approximately 116 feet south of East College Street. The applicant purchased this property with an existing residence built in 1950's to repurpose the building as an office. The applicant is proposing to replace windows to meet the energy code requirement.	TRUE	FALSE	TRUE	FALSE	FALSE	FALSE
11/28/2016	503 & 505		Milton	The property is located on the west side of Milton Street, approximately 150 feet north of Purnell Street. The applicant is proposing to add a room to the existing residence, originally built in 1945.	TRUE	FALSE	TRUE	FALSE	FALSE	FALSE
4/24/2017 Brownstones on West Walters	125	W	Walters	The Brownstones on West Walters is a proposed single family attached, 3-story townhouse development with 19 lots located in the heart of Old Town Lewisville along West Walters Street and North Mill Street. The 3-phase development plan was designed with the intent to create a cohesive and attractive streetscape mimicking the look and feel of a historic row house community. The architectural elements of the development are incorporating oversized windows, bays, cast stone entryways, along with antique styled brick. Phase 1 of the development will feature five townhouses facing W. Walters Street.	FALSE	FALSE	FALSE	TRUE	FALSE	FALSE
6/26/2017	251	W	Walters	The residence located at 251 W. Walters Street was built in 2004. The current property owner plans to add a patio to the back of the existing house.	TRUE	FALSE	TRUE	FALSE	FALSE	FALSE
9/25/2017 Cobra Brewing Company	146		Whatlet	The existing building is located on the southwest corner of Whatley Avenue and S Kealy Avenue. The applicant is proposing exterior modifications to the existing buildings.	FALSE	FALSE	TRUE	FALSE	FALSE	FALSE

1/23/2017 Prohibition Chicken	231	W	Church	The Prohibition Chicken restaurant is currently under construction at 231 W. Church Street. In October of 2015 the Old Town Design Review Committee approved a proposal for the Exterior Design of this building. The applicant is now seeking approval for two wall signs, one on the building and the second on the water tower element.	FALSE	TRUE	FALSE	TRUE	FALSE
3/13/2017 Relevant Life Church	331	E	Church	Relevant Life Church recently moved to a new location at 331 East Church Street in Old Town. The applicant is seeking approval for a monument sign, and a wall sign with lighting.	FALSE	TRUE	FALSE	FALSE	FALSE
11/13/2017 Domino's Pizza	219	E	Church	Dominos' Pizza first appeared before the Old Town Design Review Committee on November 28, 2016 for approval of their exterior building design, which was approved. The applicant is now seeking approval for two wall signs.	FALSE	TRUE	FALSE	TRUE	FALSE
8/14/2017 Dr. Sreevani	131		Degan	Dr. Sreevani Kuncham operates a medical office located on the southwest corner of Richland Street and Degan Avenue. There is an existing brick column north of Sreevani's business where he would like to place a free-standing sign.	FALSE	TRUE	FALSE	FALSE	FALSE
9/11/2017 Dr. Sreevani	131		Degan	Dr. Sreevani Kuncham operates a medical office located on the southwest corner of Richland Street and Degan Avenue. There is an existing brick column north of Sreevani's business where he would like to place a hanging sign. On August 14th, the OTDRC Members tabled this item allowing the applicant to come back with a projecting sign, as opposed to a freestanding pole sign.	FALSE	TRUE	FALSE	FALSE	FALSE
11/13/2017 RAM Concrete	118		Lynn	Ram Concrete & Asphalt, LLC, is an existing business that is moving its office to Old Town. The applicant is seeking approval for a projecting wall sign.	FALSE	TRUE	FALSE	FALSE	FALSE
11/28/2016 Fairy Tale Tea Time	159	W	Main	Fairytale Tea Time (originally located at 119 W. Main St) is expanding their business to 159 W. Main Street. The business owner is proposing new window signs to be positioned on the door, as well as the two windows on the front façade of the building	FALSE	TRUE	FALSE	FALSE	FALSE
12/19/2016 Net Protect Inc.	150	W	Main	The property was previously occupied by Fine Things Boutique and is now occupied by Net Protect Inc. The applicant is seeking an approval for their window signs.	FALSE	TRUE	FALSE	FALSE	FALSE
2/13/2017 The Brokerage Inc.com	230	W	Main	The property is located at the southeast corner of W. Main Street and Milton Street. This building has been occupied by various businesses over the years. The Brokerage Inc.com is relocating to this property from their previous location at 233 W. Main Street. The applicant is proposing to install a new aluminum sign over the existing frame left by the previous tenant.	FALSE	TRUE	FALSE	FALSE	FALSE
2/13/2017 Medical City Lewisville	500	W	Main	Medical City Lewisville, located at 500 W. Main Street, is in the process of rebranding from Medical Center of Lewisville. This process involves updating the signage that is currently displayed on the numerous buildings in the hospital campus.	FALSE	TRUE	FALSE	FALSE	FALSE
2/13/2017 Fairy Tale Tea Time	119	W	Main	Fairytale Tea Time (originally located at 119 W. Main St) recently relocated to 159 W. Main Street. In November of 2016 the Old Town Design Review committee approved the signage for this business with conditions. Since that time Fairytale Tea Time has made changes to their signage that no longer complies with the original Letter of Design Approval.	FALSE	TRUE	FALSE	FALSE	FALSE
3/13/2017 Lewisville Convention & Visitors Bureau	247	W	Main	The property is located at the northeast corner of W. Church Street and W. Main Street. In 2016, The City of Lewisville purchased the building which used to house the LISD Administration Annex. The Lewisville Convention and Visitors Bureau plans to move to this location and is seeking approval for a monument sign and a door sign.	FALSE	TRUE	FALSE	FALSE	FALSE
3/27/2017 Lewisville Convention & Visitors Bureau	247	W	Main	The property is located at the northeast corner of W. Church Street and W. Main Street. In 2016, The City of Lewisville purchased the building which used to house the LISD Administration Annex. The Lewisville Convention and Visitors Bureau plans to move to this location and is seeking approval for a monument sign and a door sign. The Old Town Design Review Committee tabled this item on March 13, 2016 and encouraged the applicant to consider an alternative design for the monument sign.	FALSE	TRUE	FALSE	FALSE	FALSE
3/27/2017 Main Street Mercantile	156	W	Main	The Main Street Mercantile is seeking approval for its new window sign to be located on the window left (east) of the main entrance. The two existing window signs, found on the two windows located right (west) of the main entrance, will be removed.	FALSE	TRUE	FALSE	FALSE	FALSE
4/10/2017 Lewisville Convention & Visitors Bureau	247	W	Main	The property is located at the northeast corner of W. Church Street and W. Main Street. In 2016, The City of Lewisville purchased the building which used to house the LISD Administration Annex. The Lewisville Convention and Visitors Bureau plans to move to this location and erect a new monument sign. The Old Town Design Review Committee approved a monument sign and a door sign on March 27, 2017. Since then, the applicant received new information and is seeking approval for an alternative design proposal for the monument sign.	FALSE	TRUE	FALSE	FALSE	FALSE

5/15/2017	Makers on Main	190	W	Main	Makers on Main is new business that will be located in the multi tenant building on the southeast corner of W. Main Street and S. Charles Street. The business is seeking approval for their wall sign which will be located above the awning at the front of the business.	FALSE	TRUE	FALSE	FALSE	FALSE
5/15/2017	Royal Affairs Ballroom	140	E	Main	Royal Affairs Ballroom is an event venue located on the southwest corner of E. Main Street and S. Kealy Avenue. The sign contractor is seeking approval for a proposed single tenant wall sign which will be located on the front façade of the building facing E. Main Street.	FALSE	TRUE	FALSE	FALSE	FALSE
6/12/2017	Royal Affairs Ballroom	140	E	Main	Royal Affairs Ballroom is an event venue located on the southwest corner of E. Main Street and S. Kealy Avenue. The Old Town Design Review Committee approved a wall sign on May 16, 2017. The new sign contractor is seeking approval for a modification to the sign lighting.	FALSE	TRUE	FALSE	FALSE	FALSE
6/26/2017	Old Town Wine House	119	W	Main	The Old Town Wine House is a new business that plans to occupy 119 W Main Street. The applicant is seeking approval for two signs: a projecting sign on the front of the building, and a wall sign on the back.	FALSE	TRUE	FALSE	FALSE	FALSE
7/10/2017	Mod Squad Vape Shop	190	W	Main	Mod Squad Vape Shop is an existing business located in Old Town at 190 W. Main Street. The applicant is seeking approval for a wall sign and two window signs.	FALSE	TRUE	FALSE	FALSE	FALSE
7/10/2017	Legacy Music Studio	190	W	Main	Legacy Music Studio is a new business locating to the heart of Old Town at 190 W. Main Street. The applicant is seeking approval for a wall sign.	FALSE	TRUE	FALSE	TRUE	FALSE
7/24/2017	Mod Squad Vape Shop	190	W	Main	Mod Squad Vape Shop is an existing business located in Old Town at 190 W. Main Street. The applicant is seeking approval for a wall sign and two window signs. On July 10th, the OTDRC Members tabled this item with the conditions to trim the wall sign and reposition the sign above the eastern business entrance.	FALSE	TRUE	FALSE	FALSE	FALSE
9/11/2017	Independent Bank	543	W	Main	Independent Bank, located at 543 W Main Street, is in the process of rebranding from Northstar Bank of Texas. This process involves updating the signage that is currently displayed on the bank building and surrounding area.	FALSE	TRUE	FALSE	FALSE	FALSE
9/25/2017	Flourish	140	W	Main	Flourish is a new business located at 140 W Main Street, which was once occupied by Ariel Income Tax. The applicant is seeking approval for two signs: a projecting sign on the front of the building, and a door sign.	FALSE	TRUE	FALSE	FALSE	FALSE
6/12/2017	Farmers Insurance	277	S	Mill	Farmers Insurance has recently moved into the existing building on 277 S. Mill Street and put up a sign advertising the business. The applicant is now seeking approval for the existing wall sign.	FALSE	TRUE	FALSE	FALSE	FALSE

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

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL,  
AMENDING CHAPTER 2, ARTICLE III, SECTION 2-48,  
OLD TOWN DESIGN REVIEW COMMITTEE, OF THE  
LEWISVILLE CITY CODE BY AMENDING THE  
REQUIREMENT FOR A LICENSED ARCHITECT;  
PROVIDING A REPEALER, SEVERABILITY, AND AN  
EFFECTIVE DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Lewisville is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter; and,

**WHEREAS**, the City Council of the City of Lewisville, Texas, has determined that for the health, welfare, and safety of its citizens, it is desirable that certain amendments to Section 2-48 of the Lewisville City Code are necessary.

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

**SECTION I.** Lewisville City Code, Chapter 2, Article III, Section 2-48 is hereby amended by deleting the current language in its entirety, and in its place inserting the following new language:

**Sec. 2-48. - Old Town design review committee.**

(a) *Committee.* The Old Town design review committee shall consist of five members, each appointed by the city council. Members shall be appointed by places numbered 1 through 5, with places 1, 3 and 5 to be appointed in odd-numbered years, and places 2 and 4 to be appointed in the even-numbered years so that memberships will be staggered. Terms of office will be for a period of two years, with terms expiring on June 30. Initially, places 1, 3 and 5 will be appointed to full two-year terms; and places 2 and 4 will be appointed to one-year terms to maintain staggered positions.

(b) *Qualifications.*

(1) Members shall serve without compensation.

- (2) In the event of a vacancy, the city council shall appoint a member to serve for the unexpired term. Any member may be removed by the city council at any time.
  - (3) The five members of the Old Town design review committee shall consist of one person who owns real estate and resides in the Old Town design district or Old Town Center design district as defined in the city Old Town development ordinance, three city residents who also own real estate within the city, and one Old Town business representative who is employed within the Old Town Center design district or Old Town design district.
  - (4) The City Manager, or her designee, shall hire a licensed architect or firm with experience in historic design and preservation to serve as advisor to the committee. The licensed architect or firm shall be present at all committee meetings but shall not be considered a member of the committee nor have a vote on any items before the committee. The licensed architect or firm shall exclusively serve as advisor(s) to the committee and shall not represent or separately advise any applicants on business before the committee.
- (c) *Meetings.*
- (1) *Regular meetings:* The Old Town design review committee shall meet on a monthly basis or as otherwise determined by the committee.
  - (2) *Special meetings:* The Old Town design review committee shall meet for a special meeting if called by the chairman or by written notice sent to the chairman or vice-chairman by three members of the committee.
  - (3) Three members of the Old Town design review committee shall constitute a quorum.
  - (4) City staff support to the committee will be as assigned by the city manager.
- (d) *Officers.* The Old Town design review committee shall elect yearly the following officers:
- (1) *Chairman:* The chairman shall preside at all meetings, and shall perform such other duties as usually pertain to his or her office or as may be instructed by the committee.
  - (2) *Vice-chairman:* The vice-chairman shall perform the duties of the chairman in his or her absence.
- (e) *Powers and duties of the committee.* The Old Town design review committee is hereby charged with the duty and vested with the authority to:
- (1) Enforce the Old Town design standards for new construction and renovations by hearing and deciding applications for letters of design approval.
  - (2) Propose amendments to the Old Town design standards to the city council from time to time.

(f) *Decision by the Old Town design review committee.* Three affirmative votes by members of the Old Town design review committee shall be required to approve a letter of design approval or to propose amendments to the Old Town design standards.

**SECTION II.** Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

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

**SECTION IV.** This ordinance shall become effective immediately upon its passage and publication as required by law.

**SECTION V.** 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 5TH DAY OF FEBRUARY, 2018.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**DATE:** January 23, 2018

**SUBJECT:** **Consideration of an Ordinance Amending Chapter 9.5 and Sections 2-201 and 15-7 of the Lewisville City Code to Adopt Valet Parking Regulations and Associated Fees.**

### **BACKGROUND**

Jim Murray plans to open J2 Steakhouse in March 2018. He has requested that the City allow him to use city right-of-way to maneuver customer cars as they are taken to a nearby valet parking lot. The Lewisville Code of Ordinances currently does not allow for valet parking. At the May 1st City Council workshop, staff presented Council with a proposal on regulating valet parking in Lewisville. Council directed staff to develop an ordinance based on the proposed regulatory scheme.

### **ANALYSIS**

#### Applicability:

The proposed ordinance allows valet parking services to operate only within the Old Town Entertainment District. A valet parking service means, “regardless of whether a fee is charged, (1) accepting possession of a vehicle on the right-of-way for purposes of parking the vehicle for the valet operator; (2) retrieving a parked vehicle and returning it to the to the valet operator on the right-of-way; or (3) using the right-of-way in any manner to maneuver a vehicle for the valet operator.” The proposed ordinance, however, creates a few exemptions and will not restrict valet parking when vehicles remain exclusively on private property (including maneuvering). It also does not restrict the occasional use of valet parking services at private residences, in connection with a social or non-profit fundraising activity, in connection with a special event permit, and/or in connection with a city/city-sponsored event.

#### Application and License Required:

A valet operator must have a city-issued valet parking license. This is a written license agreement between the city and the host business. License agreements will expire at the end of one year and can be terminated at any time, for any reason. The application and license agreement forms are attached for further information.

#### Approvals:

The City's traffic engineer will be responsible for administering the valet parking licensing process. He shall approve a license agreement if:

- (1) The propose valet parking service will not unreasonably interfere with vehicular or pedestrian traffic;
- (2) The applicant and/or the proposed valet operator have not violated any conditions of a previous or existing valet parking license within the past three years;
- (3) The proposed valet parking service operation will not endanger the safety of any person or property; and
- (4) The proposed valet parking service operation is permitted under this article and all federal (including ADA accessibility requirements), state, and local laws.

The traffic engineer can also include any additional conditions necessary to protect the health, safety, and welfare; to mitigate traffic impacts; and/or to protect surrounding uses.

#### Fees:

The application fee is \$25.00. If a valet parking service intends to use city right-of-way for their queuing spaces, an additional charge of \$250.00 per queuing space located in the right-of-way will be charged at the time that the license agreement is executed by both parties.

#### Operational Restrictions:

The proposed ordinance also adopts certain operational restrictions intended to mitigate impact on surrounding properties and protect customers. There are hours of operation (5pm-2am), a minimum queuing area, restrictions on where vehicles can be parked, location of queuing spaces and stands, and spacing requirements between valet parking services with an obligation to provide valet services to customers visiting any businesses within 360 feet on the same blackface as the valet parking service. Additional requirements are included within the body of the valet parking license agreement (see attached).

#### New Revisions:

In developing the proposed ordinance, we learned that not only will the property owner have to provide a handicap-accessible route to their front door from the sidewalk, but by putting a valet parking stand along the sidewalk, we would also have to create a curb-cut and ramp where that stand would be located. With our new Main & Mill streetscape project, staff was hesitant to create an ordinance that might affect that streetscape design by adding mid-block curb cuts, especially if a valet parking license agreement is only valid for one year. The worst-case scenario would be that multiple valet parking applications are made, we must have several curb cuts that break up our streetscape project, and then those valet parking services do not renew in future years. We would be left with curb cuts and ramps that would have no use and would impede our design.

Rather than prohibit valet parking altogether, we instead felt it was in downtown's best interest to require valet parking operations to be spaced-out per block face (one stand per 360 feet on a block face). Licenses would be issued on a first come, first serve basis, and to avoid one valet parking

Subject: Valet Parking Ordinance  
January 23, 2018  
Page 3

operation precluding all other nearby businesses from receiving the same service, the ordinance would also require a valet parking service to provide service to customers of any business located within 360 feet on their same block face. This spacing and sharing requirement will centralize and consolidate valet parking, but it also makes it necessary for us to eliminate some of the previously discussed restrictions. At the May workshop, staff previously proposed limiting valet parking services to restaurant uses. We also wanted to prohibit valet parking operators from charging fees. We believe that with the addition of this new 360-foot spacing and sharing requirement, the original conditions became too onerous. We further recommend letting the market dictate the cost for valet services.

### **RECOMMENDATION**

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

# Location Map - Old Town Entertainment District



VALET PARKING LICENSE APPLICATION

**Do not begin valet parking service until a valet parking license has been issued by the city.**

I. HOST BUSINESS INFORMATION

BUSINESS NAME: \_\_\_\_\_  
BUSINESS ADDRESS: \_\_\_\_\_  
SEATING CAPACITY: \_\_\_\_\_  
BUSINESS PHONE: \_\_\_\_\_  
BUSINESS CONTACT: \_\_\_\_\_  
NUMBER OF CITY OF LEWISVILLE VALET PARKING LICENSES EXECUTED AND/OR REVOKED WITHIN THE  
LAST THREE YEARS: \_\_\_\_\_

II. VALET PARKING SERVICE INFORMATION

VALET BUSINESS NAME: \_\_\_\_\_  
VALET BUSINESS ADDRESS: \_\_\_\_\_  
VALET BUSINESS PHONE: \_\_\_\_\_  
VALET BUSINESS CONTACT: \_\_\_\_\_  
NUMBER OF CITY OF LEWISVILLE VALET PARKING LICENSES EXECUTED AND/OR REVOKED WITHIN THE  
LAST THREE YEARS: \_\_\_\_\_

III. PROJECTED NUMBER OF VALET STANDS ON SITE: \_\_\_\_\_

IV. PROJECTED NUMBER OF PUBLIC PARALLEL PARKING SPACES NEEDED FOR QUEUING: \_\_\_\_\_

V. VALET SITE MAP: Please provide a detailed description of the site and a site map that includes the following information: street name(s); valet queuing spaces; address block number; stand locations; off street parking locations for vehicles in custody of valet; days and hours of operation; proposed driving routes to and from host business to valet parking lot; location of all existing traffic control devices including directional signage, crosswalks, intersections, driveways, fire hydrants, fire call boxes, bus stops, stop signs located on the driving route or within 100 feet of the queuing location; the location of any single family home fronting onto the same street segment where the queuing is located; and the location of any other valet parking service queuing location within 500 feet of the proposed queuing location. **Attach this detailed scaled site map on a separate sheet.**

VI. WRITTEN CONTRACT WITH PRIVATE PARKING FACILITY: If the applicant is proposing to park vehicles in a private lot owned by a separate entity, a copy of the written contract between the applicant and the owner of that private parking lot must be submitted with this application. The applicant must also submit evidence that the private parking lot can accommodate both business uses.

VII. PROOF OF WRITTEN NOTICE TO SURROUNDING PROPERTY OWNERS AND BUSINESSES: A signed, sworn statement by the applicant that written notice was given to all property owners and businesses within 200 feet of the proposed valet parking service and within 360 feet on the same block face of the valet parking service must be submitted with this application.

VIII. PROPERTY OWNER SIGNATURE: The property owner's signature is required if the owner of the host business location is not the applicant.

Submit completed application with the \$25 non-refundable application processing fee and the queuing fee, if applicable (check payable to the City of Lewisville) to:

Traffic Engineering  
PO Box 29002  
Lewisville, Texas 75029

APPLICANT SIGNATURE: \_\_\_\_\_

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

SWORN SIGNATURE OF PROPERTY OWNER

VALET PARKING

LEWISVILLE, TEXAS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC, DENTON COUNTY, TEXAS.

I, \_\_\_\_\_, being duly sworn according to law, upon oath, declare:

1. My full name is: \_\_\_\_\_

2. I am the owner of the property located at:  
\_\_\_\_\_

4. I give permission to \_\_\_\_\_, the lessee of the property listed above, to apply for a valet parking license with the city.

PROPERTY OWNER SIGNATURE: \_\_\_\_\_

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

Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said entity.

Notary Public, State of Texas

SWORN STATEMENT OF APPLICANT

VALET PARKING

LEWISVILLE, TEXAS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC, DENTON COUNTY, TEXAS.

I, \_\_\_\_\_, being duly sworn according to law, upon oath, declare:

- 1. My full name is: \_\_\_\_\_
- 2. My business name is: \_\_\_\_\_
- 3. I am the applicant for a valet parking license for valet parking services located at:  
\_\_\_\_\_
- 4. I certify that I gave written notice to all property owners and businesses within 200 feet of the proposed valet parking services and within 360 feet on the same block face as the valet parking services, which will be located at the above address in compliance with the requirements of the Lewisville Code of Ordinances. Said notice has provided to the owners and businesses with the engineering department's contact information so that such owners and businesses can express any concerns or support for my valet parking license application.
- 5. I understand that if I have supplied any false statements, information, answers, or declarations in this statement or my valet parking license application that my valet license may be denied or revoked.

Applicant Signature \_\_\_\_\_

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

ACKNOWLEDGMENT §  
STATE OF TEXAS §  
COUNTY OF DENTON §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

NOTARY PUBLIC

VALET PARKING LICENSE AGREEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

KNOW ALL MEN BY THESE PRESENTS:

THIS LICENSE AGREEMENT is made and entered into by and between the CITY OF LEWISVILLE, TEXAS, a home-rule municipal corporation, hereinafter called Licensor and \_\_\_\_\_, hereinafter called Licensee. In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, Licensor does hereby grant to Licensee, a revocable nonexclusive license to operate a valet parking service in the area of the right-of way designated on the attached site map, attached as Exhibit "A" (the "Premises"). In the event that Exhibit A conflicts with the written terms of this License Agreement, the written terms set forth herein shall control.

This License Agreement is granted subject to the terms and conditions set out below:

1. Term. The term of this License Agreement shall continue in force for a period of one (1) year from the date of issuance of a valet parking license by the city or whenever said license is revoked if earlier than one year.
2. Permitted Use and Operation of Valet Parking Services. This License Agreement shall only authorize valet parking services in accordance with applicable local, state, and federal laws and regulations. Licensee shall:
  - (a) allow only employees and independent contractors who hold a valid state driver's license, and who are covered by Licensee's insurance to operate any vehicle in connection with the valet parking services.
  - (b) require valet operators to provide service to any person irrespective of their business destination or purpose.
  - (c) operate the valet parking services in a manner that does not.
    - (i) use or occupy more of the right-of-way than is shown on the attached site map, attached as Exhibit "A";
    - (ii) obstruct a pedestrian's use of a sidewalk;
    - (iii) obstruct a public street other than for loading and unloading passengers and in no event violate the any provisions of the Lewisville Code of Ordinances; or
    - (iv) injure, damage, or create a hazard to persons or property.
  - (d) place a valet parking services stand only where shown in Exhibit "A". A valet parking services stand shall:
    - (i) not occupy an area of the street and shall not occupy any area of the sidewalk exceeding four feet in width and four feet in depth;
    - (ii) not be affixed to the right-of-way in any manner;

- (iii) be easily moveable by one person; be removed from the right-of-way when valet parking services are not being operated; and identify valet parking services only by name and logo for the sole purpose of identifying the valet parking services. The sign identification of the valet parking services shall not have dimensions greater than 24" X 24" and shall not be placed on more than two sides of the valet parking services stand.
- (e) not place or allow the placement of a freestanding sign advertising the valet parking services in the right-of-way.
- (f) limit valet parking services to hours of operation between 5:00 p.m. and 2:00 a.m. (or if more restrictive, as shown on Exhibit A).
- (g) only use an authorized private property off-street parking location to park a vehicle accepted for valet parking services and shall not park the vehicle on the right-of-way or on city-owned property unless expressly authorized by the city in Exhibit A.
- (h) use no more than the allowed queuing spaces as shown in Exhibit A.
- (i) not allow a vehicle to stop or stand at a drop-off or queuing area for longer than five minutes.
- (j) provide a claim check to the vehicle owner upon receipt of each motor vehicle accepted for valet parking. Such claim check shall state the terms and conditions under which the vehicle is being parked.
- (k) have a printed copy of the city-issued valet parking license and this license agreement at every valet stand so that it can be provided to the city upon request in the field.
- (l) after parking, the valet attendant shall lock the vehicle, remove the key and place the key in a safe place. Keys shall not be placed in or upon the parked vehicle.
- (m) at closing, the valet operator shall lock all the vehicles still in its possession and deposit the keys with the host business. If vehicles are left for more than forty-eight hours, the host business shall notify the City of Lewisville police department.

3. Additional conditions as determined necessary by the Director:

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4. Nonexclusive License Agreement. This License Agreement is nonexclusive and is subject to (i) any existing utility, drainage, or communication facility located in, under, or upon the Premises; (ii) to any existing license, easement or other similar interest in the Premises granted by Licensor to any individual, corporation or other entity, public or private; and (iii) all other matters of record.

5. Superior Right. This License Agreement is subject and subordinate to the prior and continuing right of Licensor, its successors and assigns to use all of the public property for the public benefit. Licensor, for itself and other permitted users, reserves full rights, consistent with the rights herein granted to construct, reconstruct, locate, relocate, maintain and operate existing and additional facilities upon, across, over and beneath the Premises.

6. Revocable. This License Agreement is revocable and may be terminated by either party for any reason.

7. Suspension of Use. The city may temporarily suspend valet parking service operations if the right-of-way utilized by the valet parking service is needed for an emergency or temporary use, including, but not limited to, the construction, maintenance, or repair of a street or utility. The city may temporarily suspend valet parking service operations for a city-sponsored special event. The city may, at its sole discretion, refund a part of the annual queuing fee, prorated according to the duration of the suspension, unless the conditions necessitating the suspension were caused by the valet parking service.

7. Queuing Fee. Licensee shall pay Licensor the sum of two hundred and fifty dollars (\$250.00) per parallel parking space within the right-of-way that is necessary for queuing. Pursuant to this License Agreement, Licensee shall pay for the use of \_\_\_\_\_ queuing spaces as shown in Exhibit "A." All such annual queuing payments shall reference this License Agreement on the check and shall be paid to Licensor at the following address:

City of Lewisville, Texas  
Attention: Transportation Engineer  
PO Box 299002  
Lewisville, Texas 75029-9002

8. Insurance Requirements - Licensee shall maintain for the duration of the License term insurance covering claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operations subject to the License Agreement.

a) Types of Coverages and Limits –

- i) Commercial General Liability - \$1,000,000 per occurrence /\$2,000,000 aggregate for bodily injury, personal injury and property damage.
- ii) Garage Insurance including Garage Liability and Garage Keepers Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage; and physical damage to vehicles in the care/custody/control. (If separate policies are provided, minimum required limits must be met by both policies.)
- iii) Employee Dishonesty - \$100,000 per occurrence for theft of personal property in the care/custody/control.
- iv) Workers' Compensation meeting State of Texas requirements with Statutory Limits; and Employer's Liability with minimum limits of \$500,000/\$500,000/\$500,000.

b) Other Insurance Provisions –

Licensor, its elected officials, officers, agents and employees must be named as an Additional Insured under all liability insurance policies required by this Agreement. All policies shall provide a waiver of subrogation in favor of the Licensor. All policies 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 Licensor, or ten (10) days prior written notice for non-payment of premium. All insurance carriers must be authorized to do business in the State of Texas and have an A.M. Best rating of no less than A- VI. Certificates of insurance reflecting the required coverage shall be presented to Licensor prior to Licensor's execution of this Agreement, and must be provided on forms approved by the Texas Department of Insurance.

**9. INDEMNITY. LICENSEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD LICENSOR, ITS OFFICERS, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES), DEMANDS, JUDGMENTS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO CLAIMS IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR STRICT LIABILITY ARISING IN FAVOR OF ANY PERSON (INCLUDING BUT NOT LIMITED TO EMPLOYEES, SERVANTS, AGENTS, CUSTOMERS OR INVITEES OF LICENSEE) OR ENTITY FOR PERSONAL INJURY, BODILY INJURY, INCLUDING DEATH, OR DAMAGE TO PROPERTY WHETHER OR NOT ARISING FROM THE SOLE OR CONCURRENT NEGLIGENCE OR FAULT OF LICENSOR OR EMPLOYEES OR INDEPENDENT CONTRACTORS DIRECTLY RESPONSIBLE TO LICENSOR ARISING OUT OF, INCIDENT TO, OR IN ANYWAY CONNECTED WITH LICENSEE'S EXERCISE OF RIGHTS HEREIN GRANTED OR OBLIGATIONS PURSUANT THERETO, INCLUDING BUT NOT LIMITED TO SEPARATE OPERATIONS BEING PERFORMED ON THE PROPERTY OR ANY CONDITION OF THE PROPERTY.**

10. Compliance with Law. Licensee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Licensee's use thereof. Licensee shall also comply with all laws and regulations pertaining to hazardous waste, hazardous materials and the environment.

11. Condition Upon Termination. Upon termination or revocation of this License Agreement, Licensee shall immediately vacate the Premises, removing all improvements and personal property so as to return the Premises to the condition in which they existed on the date this License Agreement was executed. All personal property not removed at Licensor's request shall become Licensor's property at no cost or expense to Licensor.

12. Assignment and Subletting. This Agreement is personal to Licensee and may not be sold, transferred, assigned or sublet.

13. Maintenance of Property. Licensee, at its own cost and expense, shall at all times during the term of this License Agreement keep clean and maintain or cause to be kept clean and maintained, the Premises and all property which may be placed on the Premises by Licensee with Licensor's consent, in a good state of appearance and repair.

14. Notices. All written notices required under this License must be hand delivered or sent by certified mail, return receipt requested, and addressed to the proper party at the following addresses:

LICENSOR

City of Lewisville, Texas  
Attention: City Manager  
P. O. Box 299002  
Lewisville, TX 75029-9002  
with copy to:

City of Lewisville, Texas  
Attention: City Attorney  
P. O. Box 299002  
Lewisville, TX 75029-9002

LICENSEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party may change the address to which notices are to be sent by giving the other party written notice, within ten (10) days, of the new address in the manner provided by this paragraph.

15. Default. It is understood and agreed that, in case of default by Licensee in any of the terms and conditions herein stated and such default continues for a period of ten (10) calendar days after Licensor notifies Licensee of such default, Licensor may, at its election, terminate this License Agreement and upon such termination all rights of the Licensee hereunder shall cease and come to an end. If such termination results from Licensee's default there shall be no prorated refund to Licensee of the unearned portion of the queuing fee for the then current term; however, in the event that termination of this License Agreement is for the convenience of Licensor, Licensor shall refund to Licensee the prorated portion of the queuing fee for the then current term.

16. Prior Agreements. This License Agreement constitutes the sole and only agreement of the parties regarding this matter and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this License Agreement.

17. Texas Law. This License Agreement shall be construed under, and in accordance with, the laws of the State of Texas. Venue shall lie in Denton County, Texas.

18. Amendment. No amendment, modification, or alteration of the terms of this License Agreement shall be binding unless it is in writing, dated subsequent to this License Agreement, and duly executed by the parties to this License Agreement.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LICENSOR

CITY OF LEWISVILLE, TEXAS

a home-rule municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, City Engineer

LICENSEE

\_\_\_\_\_  
a Texas \_\_\_\_\_

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

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

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

ACKNOWLEDGMENTS

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, City Engineer of the CITY OF LEWISVILLE, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT "A"  
Site Map

EXHIBIT "B"  
Insurance Policy

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

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING CHAPTER 15, TRAFFIC AND VEHICLES, OF THE LEWISVILLE CITY CODE BY ADDING SECTION 15-7 WHICH PROHIBITS VALET PARKING WITHIN THE CITY LIMITS EXCEPT AS OTHERWISE PROVIDED IN THE CODE; AMENDING CHAPTER 9.5, OLD TOWN DEVELOPMENT, BY ADDING ARTICLE XIII WHICH SETS FORTH THE REGULATIONS REGARDING VALET PARKING; AND AMENDING CHAPTER 2, SECTION 2-201, FEE SCHEDULE, BY ADDING SEVERAL FEES RELATED TO VALET PARKING; PROVIDING A REPEALER, SEVERABILITY, PENALTY AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Lewisville is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Home Rule Charter; and,

**WHEREAS**, the City of Lewisville has the authority to regulate the use of rights-of-way within its City limits; and,

**WHEREAS**, the City recognizes that the ability to safely and conveniently park and utilize the City's rights-of-way is vital to all citizens of Lewisville; and,

**WHEREAS**, the City of Lewisville seeks to ensure that all citizens have the opportunity to enjoy the City's Old Town Entertainment District; and,

**WHEREAS**, the City wishes to keep the Old Town Entertainment District rights-of-way clear for both the convenience and safety of the citizens who seek to enjoy and work in the District.

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

**SECTION I.** Lewisville City Code, Chapter 15, Traffic and Vehicles, is hereby amended by adding the following new section:

**Sec. 15-7. - Valet parking prohibited.**

(a) Valet parking is prohibited within the city limits unless otherwise provided in the city code.

(b) This section does not apply to occasional valet parking services provided: (1) at a private residence; (2) in connection with a social or non-profit fundraising activity; (3) pursuant to a special event permit; or (4) in connection with a city or city-sponsored event. This section also does not apply to a valet parking service that operates (including maneuvering or queuing of vehicles) exclusively on private property.

**SECTION II.** Lewisville City Code, Chapter 9.5, Old Town Development, is hereby amended by adding Article XIII, Valet Parking, as set forth in Exhibit “A.”

**SECTION III.** Lewisville City Code, Chapter 2, Article VIII, Section 2-201, Fee Schedule, is hereby amended by inserting the following new fees:

Fee	Amount
<b>VALET PARKING:</b>	
Valet parking license application fee	25.00
Fee for queuing within right-of-way	250.00 per parking space

**SECTION IV. REPEALER.** Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

**SECTION V. 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 VI. PENALTY.** Any person, firm or corporation who violates any provisions of this ordinance shall be subject to a fine of not more than \$500.00 for each offense, unless the violation relates to fire safety, zoning or public health and sanitation in which case the fine shall not exceed \$2,000.00. Each continuing day’s violation shall constitute a separate offense.

**SECTION VII. EFFECTIVE DATE.** This ordinance shall become effective immediately upon its passage and publication as required by law.

**SECTION VIII. 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 5TH DAY OF FEBRUARY, 2018.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Page 4**

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Lizbeth Plaster, CITY ATTORNEY

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

**Page 5**

**EXHIBIT "A"**

**ARTICLE XIII. - VALET PARKING****Sec. 9.5 - 213. - Applicability.**

(a) This article applies to valet parking services conducted within the boundaries of the Old Town Entertainment District, as defined in section 9-1 of the city code.

(b) This article does not apply to occasional valet parking services provided: (1) at a private residence; (2) in connection with a social or non-profit fundraising activity; (3) pursuant to a special event permit; or (4) in connection with a city or city-sponsored event. This article also does not apply to a valet parking service that operates (including maneuvering or queuing of vehicles) exclusively on private property.

**Sec. 9.5 – 214. - Definitions.**

For the purposes of this article, the following words shall have the following meanings:

*Block face* means one side of a street between two consecutive intersecting streets.

*Director* means the director of the department designated by the city manager to enforce and administer this article, or the director's designated representative.

*Host business* means a real property owner or lessee of real property at which a business is operated that intends to provide valet parking service adjacent to its real property. A host business does not include a valet operator. A host business must be an owner or lessee of real property immediately adjacent to the valet parking service area designated on the site map provided with the valet parking license application.

*Right-of-way* means any area dedicated for public use as a public street, pedestrian way, or other thoroughfare, including, but not limited to, streets, roadways, parkways, alley, sidewalks, and pedestrian ways.

*Valet parking service* means, regardless of whether a fee is charged, (1) accepting possession of a vehicle on the right-of-way for the purpose of parking the vehicle for the valet operator; (2) retrieving a parked vehicle and returning it to the valet operator on the right-of-way; or (3) using the right-of-way in any manner to maneuver a vehicle for the valet operator.

*Valet operator* means a business whose primary purpose is providing valet parking service operations.

**Sec. 9.5 - 215. - License.**

(a) *License required.* A city-issued valet parking license is required to operate a valet parking service.

- (b) *License application.* An application for a valet parking license shall be made by a host business in writing on a form prescribed by the Director. All information requested in the application must be provided for an application to be considered complete. Only completed applications shall be processed by the Director.
- (1) *License agreement required.* A written license agreement between the city and the host business is required to obtain a valet parking license.
    - A. The Director may place conditions in a license agreement if he determines such conditions are necessary to protect the public health, safety, and welfare; to mitigate traffic impacts; and/or to protect surrounding uses. Such conditions shall be made a part of the valet parking license.
    - B. No license agreement shall be valid unless approved by the Director.
    - C. The host business and its employees, contractors and agents operating the valet parking service shall comply at all times with the terms contained in the license agreement and this article.
  - (2) *Property owner permission required.* An applicant that is a lessee of the host business property shall obtain written permission of the property owner to apply for a valet parking license.
  - (3) *Written notice to surrounding property owners and businesses required.* A host business shall give written notice to all property owners and businesses within two-hundred (200) feet of the host business property and within three hundred and sixty (360) feet along the same block face as a requirement for obtaining a license from the city. This notice shall also provide a contact number for the city, where that property owner or business can call to express any concerns or support of the valet parking license application.
  - (4) *Fees required.*
    - A. *Application fee.* A nonrefundable application fee in an amount set forth in section 2-201 of the city code must accompany each application for a valet parking license.
    - B. *Fee for queuing spaces.* An annual fee in an amount set forth in section 2-201 of the city code per parallel parking space used for queuing within the right-of-way shall be paid by the host business prior to the issuance of a valet parking license or renewal.
- (c) *Specific requirements.*
- (1) Valet parking services may only operate between the hours of 5:00 p.m. and 2:00 a.m., unless further restricted by the license agreement with the city.
  - (2) A minimum of seventy-five (75) feet for queuing shall be provided. If the proposed queuing area is in the right-of-way, at least three parallel parking spaces of at least twenty-five (25) feet in length shall be required for operation of the valet parking service. The Director, however, may determine that because of specific traffic conditions a greater or lesser number of spaces is required to efficiently operate a valet parking service.

- (3) Under no circumstance shall a public parking space be designated or reserved for parking a vehicle. Use of such spaces for parking vehicles shall only be allowed on a first-come, first-serve basis.
  - (4) Under no circumstance shall a valet parking service use on-street parking to park vehicles.
  - (5) Queuing spaces and/or stands for a valet parking service may not:
    - A. be within twenty (20) feet of a crosswalk, intersection, traffic control device or stop sign;
    - B. be within the right-of-way and within three hundred and sixty (360) feet in the same block face as another valet stand location or valet queuing located within the right-of-way;
    - C. be within ten (10) feet of a fire hydrant, fire call box, police or other emergency facility;
    - D. be within five feet of a driveway;
    - E. reduce the unobstructed space for the passage of pedestrians to less than four feet;
    - F. be within three feet in front of or fifteen (15) feet behind a sign marking a designated bus stop; or
    - G. be located in front of a residential lot.
  - (6) Notwithstanding anything to the contrary, only one valet parking service shall be permitted for every three hundred and sixty (360) feet per block face. Licenses shall be issued to eligible applicants on a first-come, first-serve basis. A valet parking service, however, shall be required to provide valet parking to any customers visiting businesses located within at least three hundred and sixty (360) feet of that valet parking service on that same block face.
- (d) *Approval.* An application for a valet parking license shall be approved if the Director finds:
- (1) The proposed valet operation will not unreasonably interfere with vehicular or pedestrian traffic;
  - (2) The applicant and/or the proposed valet operator have not violated any conditions of a previous or existing valet parking license within the past three years;
  - (3) The proposed valet parking service operation will not endanger the safety of any person or property; and
  - (4) The proposed valet parking service operation is permitted under this article and all federal (including ADA accessibility requirements), state, and local laws.
- (e) *Expiration of license.* A valet parking license expires one (1) year from the date of issuance, unless sooner terminated by the Director. To renew the license, a new application must be submitted and the requisite fees remitted pursuant to this article.

- (f) *Modification and revocation.* The Director may, at any time and for any reason, modify the terms of or revoke a valet parking license issued pursuant to this article.
- (g) *Temporary suspension.* The Director may temporarily suspend the operations of a valet parking service if the right-of-way used by the valet parking service is needed for an emergency or temporary use, including, but not limited to city-sponsored special events and the construction, maintenance, or repair of a street or utility.
- (h) *Appeals.* Any person aggrieved by a decision of the Director under this article may appeal the decision to City Manager by filing a notice of written appeal to the Director within ten (10) business days of the Director's decision.
- (i) *No rights established.* Nothing in this article is intended to establish any legal real property interest in operating a valet parking service or any legal property interest in a valet parking license.

**Sec. 9.5 - 216. - Violations.**

- (a) It shall be unlawful for any person, firm or corporation to provide or engage in valet parking services without a valid valet parking license issued pursuant to this article. A valet parking license that has expired or that has been suspended or revoked is not a valid license.
- (b) It shall be unlawful for a valet parking operator to stop or direct traffic.
- (c) Any person, firm or corporation violating any of the provisions or terms of this article shall be deemed guilty of an offense. Each and every day a violation continues shall constitute a separate offense.