



Lewisville City Council

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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
MARCH 19, 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. Presentation of Body Worn Camera Program and Overview of the Special Operations Division
- B. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION – 7:00 P.M.

- A. **INVOCATION:** Deputy Mayor Pro Tem Jones
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Ferguson
- C. **PUBLIC HEARINGS:**
 - 1. **Public Hearing:** Consideration of an Ordinance Granting a Special Use Permit for a Contractor's Yard; on Approximately 2.4718 Acres, Legally Described as a Lot 1, Block C of the Riverview Industrial Addition, Located at 1620 Riverview Drive; as Requested by Luis Pedraza, of Luis Construction Service Inc. & Newstar Drilling Inc., the Property Owner (Case No. SUP-2018-02-02).

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ADMINISTRATIVE COMMENTS:

Newstar Drilling's proposed contractor's yard, located on Riverview Drive, will include a new office building, shop, and screened space for outside storage. The site features enhanced building materials and landscaping, as well as the absence of any freestanding signage. On February 20, 2018, the Planning and Zoning Commission recommended unanimous approval (5-0) of the SUP.

RECOMMENDATION:

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

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

2. **Public Hearing:** Consideration of an Ordinance Granting a Special Use Permit for Minor Automobile Services Including Tune-up and Repair Services Facility; on Approximately 0.572 Acres, Legally Described as Lot 1-B, Block A of the McGee Park Addition, Located at 1299 Justin Road (F.M. 407); as Requested by Ralph Martinez, of RGM Architects, on Behalf of Riyad Hossainy, INI LLC, the Property Owner (Case No. SUP-2018-02-04).

ADMINISTRATIVE COMMENTS:

Kwik Kar Oil & Lube is requesting a Special Use Permit to convert existing auto wash bays into auto repair bays. As a part of this SUP the applicant is proposing a variety of site improvements. These improvements include: adding new brick work and decorative stone work to the front façade; adding additional landscaping to the site; and replacing existing signage with a low-profile monument sign. Two variances are requested: a) To allow a reduction in the required landscape buffer along frontage property lines from ten feet to zero feet; and b) To eliminate the requirement for Right of Way evergreen screening. On February 20, 2018, the Planning and Zoning Commission recommended unanimous approval (5-0) of the SUP. The applicant did not provide the required variance request letter; therefore, the public hearing must be continued.

RECOMMENDATION:

That the City Council continue the public hearing to the April 2, 2018 regular meeting.

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

- 3. Public Hearing: Consideration of the Adoption of the Parks, Recreation and Open Space Master Plan Update.**

ADMINISTRATIVE COMMENTS:

The Parks & Recreation Department has been working with Halff Associates to complete an update to the Parks, Recreation and Open Space Master Plan since September 2017. The proposed updates to the plan's goals, objectives and action steps are based on input gathered through the meetings with Parks & Recreation stakeholders and staff, two surveys, as well as information from needs and spatial assessments. The Parks & Recreation Advisory Board voted to support the proposed update on March 14, 2018.

RECOMMENDATION:

That City Council adopt the Parks, Recreation and Open Space Master Plan as presented.

- D. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.
 - E. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
- 4. Approval of a Bid Award to The Security Center, Inc., Dallas, Texas, for the Purchase of Bullet-Resistant Glass and Installation in the Amount of \$110,051.82; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

A total of nine (9) bid invitations were downloaded from Bidsync.com. A total of three (3) bids were received and opened February 2, 2018. This project is for enhanced perimeter security for the police department. All glass facing the east side of the police building will be replaced with bullet-resistant glass. Funding is available in the Security Perimeter Fencing capital project.

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RECOMMENDATION:

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

- 5. Approval of a Professional Services Agreement With Halff Associates, Inc., Fort Worth, Texas, in the Amount of \$75,000 for Professional Services in Connection with Preparation of a Flood Depth Analysis and Hazard-Specific Supplement to the City's Emergency Plan.**

ADMINISTRATIVE COMMENTS:

A total of fifty-four (54) requests for qualifications were downloaded from Bidsync.com. Four (4) statements of qualifications were received and opened November 27, 2017. The statements of qualifications were evaluated using a matrix of 35% for experience of providing like services; 35% for experience of assigned staff; and 30% for experience with designing training seminars and/or table-top exercises for training purposes. Halff Associates, Inc. was selected based on receiving the highest evaluation score. Funding is available through the Homeland Security Grant Program's Urban Area Security Initiative (UASI).

RECOMMENDATION:

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

- 6. Approval of a Resolution Amending the City's Legislative Agenda to Express Support for the Texas Bullet Train High-Speed Rail Project, and Authorizing the Mayor and City Manager to Communicate the City's Adopted Position, as Requested by Mayor Durham.**

ADMINISTRATIVE COMMENTS:

Dallas Regional Mobility Council has asked local mayors to provide statements of support for the Texas Bullet Train, a privately funded high-speed rail project that would connect Dallas and Houston. This topic is not addressed in the Legislative Priorities and Agenda. Therefore, City Council approval is required for the City to take an official position.

RECOMMENDATION:

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

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- 7. Approval of a Third Amendment to the Economic Development Agreement, Approved on May 19, 2016, Between Hard Sun 100, LLC and the City of Lewisville, and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

On May 19, 2016, the City and Hard Sun 100, LLC, entered into an Economic Development Agreement (Agreement) for the development of a restaurant at 119 East Main Street (Lewisville Feed Mill). The Agreement was amended on December 4, 2017, to extend the date of substantial completion of the improvements to March 30, 2018. The owner is now requesting another extension of the date of substantial completion to May 30, 2018.

RECOMMENDATION:

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

F. REGULAR HEARINGS:

- 8. Consideration of an Ordinance Approving a Tariff Authorizing an Annual Rate Review Mechanism (“RRM”) as a Substitution for the Annual Interim Rate Adjustment Process Defined by Section 104.301 of the Texas Utilities Code, and as Negotiated Between Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”) and the Steering Committee of Cities Served by Atmos; Requiring the Company to Reimburse Cities’ Reasonable Ratemaking Expenses; Adopting a Savings Clause; Determining That This Ordinance Was Passed in Accordance With the Requirements of the Open Meetings Act; Declaring an Effective Date; and Requiring Delivery of this Ordinance to the Company and Legal Counsel for the Steering Committee.**

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ADMINISTRATIVE COMMENTS:

The City is a member of the Atmos Cities Steering Committee (“ACSC” or “Steering Committee”). In 2007, ACSC and Atmos Mid-Tex agreed to implement an annual rate review mechanism, known as the Rate Review Mechanism (“RRM”), as a temporary replacement for the statutory mechanism known as GRIP (the “Gas Reliability Infrastructure Program”). Since 2007, there have been several modifications to the original RRM Tariff. The Ordinance that resolved the Company’s application under the RRM Tariff in 2017 also terminated the existing RRM Tariff and required a renegotiation of the terms of that tariff. Negotiations have taken place over the past several months, and have resulted in a revised RRM Tariff that has been agreed to by the Company. The Cities’ Executive Committee has recommended acceptance of the revised RRM Tariff, which is attached to the Ordinance.

RECOMMENDATION:

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

- 9. Consideration of a Request for a Variance to the Lewisville City Code, Section 9.5-101(b) Underground Utilities, Related to South Village Mixed Use Building Located at 251 S. Mill Street as Requested by Texas New Mexico Power Company.**

ADMINISTRATIVE COMMENTS:

Texas New Mexico Power Company has applied for a permit to install a new power pole to provide electric service to the new building at 251 S. Mill Street. Staff denied the permit for the new power pole installation citing Chapter 9.5 Section 101 of the Old Town Development Ordinance, which requires all new utility lines of 60 kilovolts and below to be located underground. Texas New Mexico Power is requesting a variance to set a new pole, pole mounted transformer and install 90 feet of overhead electric lines at the southeast corner of the subject property.

RECOMMENDATION:

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

- AVAILABLE FOR QUESTIONS:**
- Jeff Kelly, P.E., Assistant City Engineer
 - Mohammed Nabolsi, Texas New Mexico Power

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- 10. Consideration of Three Variances to the Lewisville City Code Section 6-57, Procedures for Issuance of Building Permit, Relating to the Tower Bay Lofts Project Located at 3000 N. Stemmons Freeway as Requested by Bobby Dollak, P.E. of G&A Consultants, Inc. Representing Wittington Holdings; and Authorization of the City Manager to Execute the Related Letter Agreement.**

ADMINISTRATIVE COMMENTS:

The subject site is a 5.082-acre lot zoned PD-MU located within the Tower Bay Lofts Addition, Lot 1, Block A. The Tower Bay Lofts project is a 308-unit multi-family project. The applicant is requesting the following three variances: (1) the issuance of a building permit prior to completion of all public improvements; (2) a performance bond in the amount of the total cost of the public improvements in lieu of a cash escrow; and (3) the construction of limited, non-combustible improvements above the foundation slab. Staff recommends that the variances be approved only under certain conditions which are set forth in the attached letter agreement. The applicant has agreed to these conditions.

RECOMMENDATION:

That the City Council approve the variances as set forth in the caption above subject to the final execution of the attached letter agreement.

AVAILABLE FOR QUESTIONS: - Tim Ippolito, Fire Marshal

- G. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- H. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.072 (Real Estate): Property Acquisition
 2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations

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

- J. **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).



Body-Worn Camera Update



Officer Safety Program



- Replacement Program that will provide officers with a Body Worn Cameras (BWCs), Taser (plus cartridges and holsters), and unlimited storage on the cloud
- BWCs: replaced every two years
- Tasers: replaced every five years



Program Funding

Established costs are known from year to year

- Year One: \$276,082 (FY 2018)
- Years 2-5: \$213,912

Evidence Technician

- \$57,048 (FY 2018)



Evidence Technician

- Hired:
12/27/2017
- Training:
 - Has been trained on chain of custody and the handling of evidence
 - Processing of digital evidence



Training and Deployment

- State mandates all officers must be trained in the use of BWCs prior to deployment
- Began training on February 1
- Officers began carrying BWCs after their training class
- Deployed To date: 119/154



Camera Triggers

- ❖ Currently there are no triggers – dependent on officer activation (30 sec. pre-record)
- ❖ No triggers available at the time of purchase
- ❖ Available triggers at an additional cost
 - ❖ Emergency lights
 - ❖ Driver's door
 - ❖ Holster
 - ❖ Gun lock



Policy Requirements

Officers **shall** begin recording the following events and continue recording until the event is concluded:

- Upon observation of suspicious or criminal behavior;
- Before exiting the vehicle when responding to a CFS, whether dispatched or not;
- Officer-initiated contacts;
- Arrests;
- Field Contacts;
- Traffic/Pedestrian Stops; and
- Vehicle/Foot Pursuits

Privacy Concerns



Officers wearing a BWC should be sensitive to the privacy and dignity of persons when recording, and **may cover the lens if privacy concerns outweigh the legitimate interests of law enforcement.** If an officer decides to do so, they should first record the reason for doing so before covering the lens. The officer shall continue to record the audio of the event



In Closing

- ❖ Implementation was a smooth process and functioning as desired
- ❖ All video is stored in the "cloud" @ evidence.com
- ❖ No negative network impact to city operations
- ❖ There will be tweaks going forward
- ❖ Camera will not capture everything

Questions/Comments?





Special Operations



LEWISVILLE
Deep Roots. Broad Wings. Bright Future.



SPECIAL OPERATIONS DIVISION





The Lewisville Police Department Special Operations Division

SCHOOL
RESOURCE
OFFICERS

NARCOTICS

GANG UNIT

NEIGHBORHOOD
RESOURCE
OFFICERS

STREET CRIMES



What makes them special???

These 5 specialized units have unique skills and training to deal with certain aspects of law enforcement requiring time consuming techniques to properly address community problems and concerns.



These 5 specialized units work together with...

- Almost every other unit within LPD
- Many local police agencies
- Numerous other city departments
- Federal agencies
- LISD
- Local businesses
- Lewisville residents
- Local social service providers

NRO Unit





NEIGHBORHOOD RESOURCE OFFICERS

SERGEANT GORDON BLAIR

- Officer Gregory Hopper (1 district)
- Officer Marni Hull (2 district)
- Officer Joel Baker (3 district)
- Officer J.T. Flores (4 district)



NRO responsibilities

- Community crime watch meetings
- Elementary School presentations
- Abandoned vehicles (mark and tow)
- Neighborhood disputes (conflict resolution)
- Monthly contact with apartment community managers
- Graffiti abatement (coordinate cleanup)
- CRASE Training
- Crime prevention surveys for homes and businesses
- Bicycle Rodeos (teaching bike safety to children)
- Old Town City Hall rapid response police force
- Homeless population monitor (assistance and enforcement)
- Community outreach events (NNO, Blk Parties, Coffee w/Cops)

Old Navy Safety Event / National Night Out



Meeting with students to discuss stranger danger and crosswalk safety



Bicycle Rodeo taught at Creekside Elementary



SCHOOL RESOURCE OFFICERS



SERGEANT GORDON BLAIR

- Officer Laura Smith - Hedrick MS, Killian MS
- Officer Kevin Tice - Lewisville Learning Center, Durham MS
- Officer Matson Tiberghien - LHS - Main Campus
- Officer Nadia Pennington - LHS - Killough (9th/10th)
- Officer Jay Alexander - LHS - Harmon (9th/10th)
- Officer Carlos Flores - Delay MS, Huffines MS

School Resource Officer Responsibilities



- Stationed at schools where they act as mentors to students
- Available for enforcement as needed
- Teach drug awareness classes
- Make presentations on relevant LE topics
- Speak with parents and counsel students as needed
- Liaison between the schools and the police department
- Ensure campus security / first line of defense

Career Day at Elementary School



SRO interaction with students



STREET CRIMES



SGT. KEN NAFFZIGER

- Detective Martin Popick
- Detective David Nicaud
- Detective Adam Fredrick
- Detective Drake Bartlett



Street Crimes Responsibilities

- Reactive police force
- Surveillance support
- Organized crime abatement
- Attack current escalating crime trends
- Uniformed and covert assignments
- Fluctuating work hours depending on tasks
- Proactive gambling abatement
- Proactive prostitution abatement
- Proactive burglary abatement
- Frequently used to assist or supplement other ops

Street Crimes

419 lbs. of Marijuana.



Street Crimes

LPD Gang Unit assisting HSI.



GANG UNIT



SGT. KEN NAFFZIGER

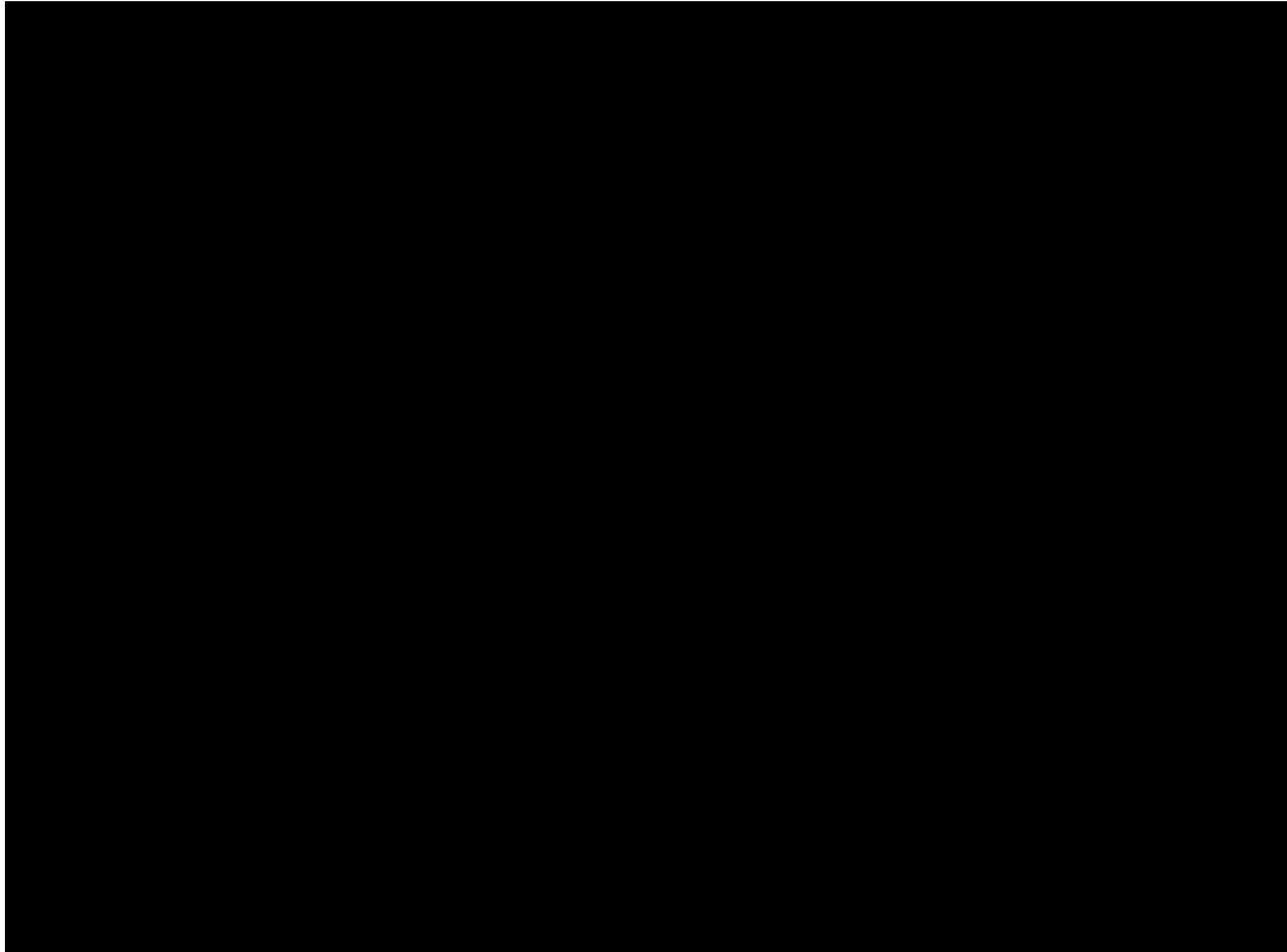
- Detective Roberto Limon, HSI Gang TFO
- Detective Ezequiel Villalvazo



Gang Unit Responsibilities

- Manage LPD gang files
- Document gang members using federal criteria
- Assist other div and units within LPD w/ gang ID
- Work with local LE agencies to min gang activity
- Partner with HSI to suppress gang crime in the area
- Give presentations to promote gang awareness
- Conduct zero tolerance enforcement with known gang members
- Attend area LE meetings to gain intel & gang trends

Gang Unit video...



NARCOTICS UNIT



SGT. DANIEL COLTRAIN

- Detective Eddie Barrett
 - DEA Task Force Officer (outgoing)
- Detective Seiuli Gordon
 - DEA Task Force Officer (incoming)
- Detective Michael Hernandez
- Detective Johnny Copley
- Detective Jon Michael Martinez



Narcotics Unit Responsibilities

- Investigate all tips
- Develop confidential informants
- Follow up on all patrol cases (labs etc...)
- Conduct UC buys of narcotics
- Obtain PC for search and arrest warrants
- Assist SWAT in serving warrants
- Complete thorough search for evidence
- Give public education presentations
- Coordinate efforts with other LE agencies

NARCOTICS Unit

DEA assist in Lewisville



- LPD Narcotics stopped a vehicle with 5 kilos of methamphetamine.
- Information obtained from suspects led to seizure of 20 kilos of methamphetamine and \$40k cash in Dallas.
- LPD awarded the vehicle and a percentage of the cash.

Narcotics Unit Video



Citizens have been complaining about heavy foot traffic related to narcotic activity and overwhelming odor of Marijuana coming from a residence.



Items seized from Lewisville residents during “Knock and Talk” consensual encounters





How do the 5 different units work together???

These 5 specialized units work together like fingers on a hand. Each is different but they all have specialized training and equipment to perform a special task.

Each of the 5 units in the Special Operations Division cooperate to work proactively in our community to grasp criminals and hold them accountable, while embracing and protecting the citizens who live and work in our city.

Questions/Comments?



**LEWISVILLE POLICE DEPARTMENT
GENERAL ORDER**

NUMBER: 4.61

SUBJECT: BODY-WORN CAMERAS

**DATE OF ISSUE:
01/15/2018**

INTENT

The intent of this General Order is to comply with the Texas Occupations Code, Chapter 1701, Subchapter N, Body Worn Camera Program, and provide officers with direction on when and how to use body-worn cameras (BWCs) so that officers may reliably record all contacts of a law enforcement purpose with the public. A BWC means a recording device that is capable of recording or transmitting to be recorded remotely, video or audio and worn on the person of a peace officer, which includes being attached to the officer's clothing or worn as glasses.

It is the intent of Lewisville Police Department that officers shall activate the BWC in the performance of a law enforcement purpose and where recordings are consistent with this General Order and current law. This General Order does not govern the use of surreptitious recording devices used in undercover operations. Further, the Department recognizes that the BWC is a fixed recording device. It will not always capture everything the officer sees and it may sometimes capture evidence that the officer does not see.

DEFINITIONS

Body Worn Camera (BWC) – a bodily worn digital recording system and its components used to record audio/video during police interactions.

Cloud Storage – a model in which data is stored on remote servers accessed from the internet. It is maintained, operated and managed by a cloud storage service provider contracted by the Department.

Digital Media Evidence (DME) – analog or digital media, including, but not limited to, electronic recordings of video, photograph, audio, film, magnetic and optical media, and/or the information contained therein digitally committed to file and of probative value that is stored or transmitted in binary form.

PROCEDURE

I. Administrative

- A. All generated DME will be retained according to Section IV of this procedure. DME shall not be altered, modified, misused, or tampered with.
- B. Any disabling of the BWC system in any manner is prohibited.
- C. Any unauthorized decals, emblems, symbols or other advertisement affixed to the device are prohibited. A label containing identifiable markings, affixed to the rear of the BWC device not visible while worn is authorized.
- D. Supervisors will periodically review BWC recordings to ensure equipment is operating properly, and that officers are using the devices appropriately and in accordance with

this General Order and state law and to identify any areas in which additional training or guidance is required. This review shall consist of a random review of two videos, per officer, twice per bid cycle.

- E. Standardized viewing privileges of DME for administrative and investigatory purposes shall be as follows:
 - 1. All officers will be able to view their own DME;
 - 2. Detectives will have viewing privileges for all DME; and
 - 3. Other officers may receive special permission by a command-level supervisor when conducting special investigations such as the Hit & Run Investigator, Special Operations detectives, etc.

II. **Digital Media Evidence (DME)**

- A. All DME generated on Department-owned BWC equipment is the property of the Lewisville Police Department. The copying or reproducing of any DME generated by members of the Department for use outside of Department business is prohibited.
- B. Distribution of any DME generated by Department members in any format or for any purpose must comply with this General Order and state law.
- C. All uniformed officers through the rank of captain shall be assigned BWC equipment issued by the Department and properly trained in its functions and procedures before use. Any other personnel who will come into contact with video and audio data obtained from the use of BWCs shall receive training in the BWC program. Officers shall use the issued BWC equipment while wearing any of the uniforms described in General Order 2.2, Uniform and Dress Code, Section II; however, officers wearing covert apparel, the class A uniform or honor guard uniform shall be excluded from wearing the BWC. SWAT operators will wear and activate their BWC during a SWAT operation.
- D. The BWC program shall be reviewed and updated continuously by the Administrative Bureau as the program moves forward.

III. **Start Up**

- A. At the start of their shift, officers will perform a function test of the BWC to ensure the unit powers on and recording initiates. (*Note: Officers do not need to validate recording via evidence.com*). The officer should:
 - 1. Ensure proper alignment and positioning of the BWC on the front of the officer's outer most garment (no object shall be placed in front of the camera in such a manner that it interferes with or obstructs the recording of video); and
 - 2. Perform a functions test by activating the BWC and ensuring the device is operating properly.

IV. **Recording**

- A. Officers are not required to advise citizens they are being recorded or show any citizen a video which they recorded; furthermore, officers should not activate/deactivate the BWC solely upon the request of a citizen.
- B. Officers shall create a Call for Service (CFS) and/or case number for any self-initiated video at the time of recording. Officers shall stop recording at the end of each CFS/Case number and start a separate recording for each new CFS/Case number assigned or initiated.
- C. Officers shall use the recording to gather pertinent information for composing reports, training, and investigatory purposes.
- D. Officers shall begin recording the following events and continue recording until the event is concluded:
 - 1. Upon observation of suspicious or criminal behavior;
 - 2. Before exiting the vehicle when responding to a CFS, whether dispatched or not;
 - 3. Officer-initiated contacts;
 - 4. Arrests;
 - 5. Field Contacts;
 - 6. Traffic/Pedestrian Stops; and
 - 7. Vehicle/Foot Pursuits.
- E. When working any uniformed off-duty job, officers issued BWCs shall follow section IV.D.
- F. In those situations where it may be unsafe, impracticable, or unrealistic for the officer to activate their BWC before taking police action, the officer shall activate the BWC as soon as the immediacy of the situation is over in order to record the remainder of the incident. Any justification for failing to activate the BWC because it is unsafe, impracticable or unrealistic is based on whether a reasonable officer under the same or similar circumstances would have made the same decision.
- G. Officers wearing a BWC should be sensitive to the privacy and dignity of persons when recording, and may cover the lens if privacy concerns outweigh the legitimate interests of law enforcement. If an officer decides to do so, they should first record the reason for doing so before covering the lens. The officer shall continue to record the audio of the event.
- H. Officers will ensure the dashcam or BWC will record all prisoner or witness transports. If an officer arrives at a facility that is recorded, such as the municipal jail or police department, the officer may cease recording upon entering the facility or transferring custody of the prisoner/witness.
- I. Officers will activate their BWC in instances where the officer reasonably believes that the recording may provide evidence in criminal investigations.
- J. Officers issued a BWC will record when serving search or arrest warrants on the premises of a residence, business or building, including incidents where the officer

is assisting another in such service of search or arrest warrants.

- K. Officers wearing a BWC will record during citizen-initiated contacts or when flagged down for a request for public safety services.
- L. Subsequent arrest, handcuffing and search of violators should take place in view of the BWC camera when practical and in accordance with Departmental procedures.
- M. All arrests, handcuffing, and searches occurring out of view of the camera must be documented in the officer's video, report, or CAD call notes in accordance with Section V of this General Order.
- N. Officers shall not stop or mute a recording during a public encounter or assigned CFS, except for the following reasons:
 - 1. Encounters with undercover officers or confidential informants; or
 - 2. Personal relief or break.All stoppages or mutes, other than stoppages or mutes resulting from administrative functions testing or accidental activation, of the BWC must be verbally documented—stating a specific reason—in the officer's video, CAD notes or a report if one is completed.
- O. When an officer makes the decision to start an investigation, or at the start of the initial CFS, the officer is encouraged to verbally articulate facts or observations that may be noteworthy. This articulation may continue throughout the entire recording.
- P. Officers shall not:
 - 1. Be required to activate their BWC during the entire shift.
 - 2. Intentionally create DME recordings of themselves or other employees in areas where a reasonable expectation of privacy exists such as locker rooms, restrooms, etc.
 - 3. Be assigned to a new call before the end of their current call, due to video recording restrictions.
 - 4. Use the BWC for the clandestine recording of the voice or image of a member of the Department unless specifically authorized by the Chief of Police.
 - 5. Knowingly record undercover officers or confidential informants.
 - 6. Use Department-owned BWC equipment to record any type of personal activities.
 - 7. Allow non-sworn personnel to view the DME video without permission from the officer's immediate supervisor. Non-sworn employees who are directly involved in the processing, investigation and/or prosecution of a criminal case related to the DME video or ITS supporting BWC are exempt from this provision.
 - 8. Create recordings in patient care areas of any medical or mental health facilities unless the recording is for official police business such as a criminal investigation, dying declaration, Horizontal Gaze Nystagmus (HGN) on injured drivers, or a specific call for police service, in compliance with Federal HIPPA regulations.

9. Record any court facility, legal proceeding (e.g., deposition), governmental meeting (e.g., city council meeting) or secured governmental facility.
 10. Upload or convert DME for use on any type of social media.
- Q. Officers shall notify a supervisor immediately if he/she accidentally records, or is aware of any of the listed incidents:
1. An officer, LPD employee, COL employee, or authorized person in a designated private area (i.e. restroom, locker room), accessible to the officer, shall notify a supervisor immediately of the recording.
 2. An individual in a designated private area (i.e. restroom, locker room) where the video is non-evidentiary.
 3. A personal conversation among officers or other employees where the video is non-evidentiary.
- R. When responding to a call or initiating any activity in which an explosive device, suspected explosive device or hazardous materials environment is present, the officer will, prior to exiting their vehicle, ensure that their in-car system is recording and remove their microphone and/or BWC and leave it in their vehicle.

V. Authorized Deactivation of BWC Equipment

- A. Unless otherwise permitted by this procedure, once the BWC is activated, it shall remain on until the incident has concluded.
- B. For purposes of this section, an incident has concluded when:
1. All arrests have been made and arrestees have been transported and released from the officer's custody;
 2. All witnesses and victims have been interviewed;
 3. The continued recording will not serve to obtain additional evidence; or
 4. The investigation has been turned over to detectives for further investigation.
- C. All stoppages, other than stoppages resulting from administrative functions testing or accidental activation, of the BWC must be documented in the officer's video, report, or CAD call notes.
- D. Failure to record activities as laid out in this General Order will not be considered a violation if reasonable justification is documented.

VI. Reports/Recording Data Entry¹

Officers will upload video in accordance with the specific device's operational instructions.

¹ This section may change pending training by the vendor in January 2018.

VII. **Equipment**

- A. On an individual basis, officers will sign for and be issued a BWC as well as the device's associated accessories. It will be the officer's responsibility to ensure the BWC device is fully charged and operable prior to their tour of duty.
- B. No member assigned BWC equipment shall alter, modify, reuse, tamper with or disable the device or associated accessories in any manner.
- C. Department-issued BWC equipment shall not be connected to unauthorized computers. Non-Department-issued equipment shall not be connected to any Department-issued BWC device.
- D. Officers assigned BWC equipment are responsible for ensuring the equipment remains in operating condition. Officers shall notify their immediate supervisor of damaged or malfunctioning BWC equipment and check out a replacement unit. The immediate supervisor will exhaust all efforts to locate a BWC that is not in use to issue on a temporary basis. In the event no replacement unit is available, officers with missing BWC equipment will be assigned to an officer who has a functioning BWC.
- E. Officers shall report lost/damaged BWCs to their immediate supervisor. Damaged BWCs will be returned by the supervisor to the administrative services support captain. Prior to the officer returning to duty, the supervisor shall notify the administrative bureau support captain to remove the lost/damaged BWC serial number associated with the officer in evidence.com and replace it with the newly assigned BWC serial number.
- F. Officers promoting or who will be reassigned to duties where they will not be utilizing the BWC will return their BWC to their immediate supervisor. Prior to the officer's new duty assignment, the administrative bureau support captain shall remove the BWC serial # from evidence.com.
- G. Officers will use only Department-approved BWC equipment, cloud storage, and download stations.

VIII. **Video Copies/Records Request**

- A. The release of all DME created or generated using a BWC is governed by the *Texas Occupation Code, Chapter 1701, Subchapter N, Body Worn Camera Program and 2.139(6) of the Texas Code of Criminal Procedure*.
- B. Any redaction of a video released will be in accordance with Chapter 1701.661(e)(3) of the Texas Occupations Code.
- C. Requests for DME will be handled under the Open Records Act in accordance with state law and city administrative directives.
- D. A copy (for internal use only, i.e. training or crime bulletin) of DME file may be requested through the property room with approval from a sworn supervisor. If such copy is provided, the file shall not be further copied except by a property and evidence technician.
- E. Detectives and the Crime Data Technician may share DME video with other police

agencies when done so as part of an active police investigation.

- F. All copies of DME will be produced by a property and evidence technician. A copy is defined as a reproduction of the primary unaltered recording of the event.
- G. Requests for DME for prosecutorial purposes may be submitted directly to a property and evidence technician.
- H. Requests for DME from defense attorneys in municipal, county, district, or federal courts must be made through the appropriate prosecutor.
- I. All other requests for DME should be referred to the office of the Chief of Police.
- J. The cost for producing the DME will be set forth in section 2-201, Fee Schedule, of the Lewisville City Code.
- K. An automated internal electronic data access log (chain-of-custody) will be generated and kept for every DME file produced via BWC to document the authenticity of the DME. Members shall be prepared to justify the reason for accessing/viewing DME.

IX. Complaints Received/Video Review

- A. When a complaint is received alleging misconduct involving an officer who is assigned a BWC, the supervisor shall follow procedures found in General Order 2.14, Complaints and Internal Investigations.
- B. An officer who is the respondent to a citizen or administrative complaint shall have the ability to review any police originated DME and/or any police originated DME audit trail of the incident in question.
- C. The Professional Standards Investigator may, for the purposes of an investigation or complaint, export or copy any police originated DME as needed.
- D. Civilians shall not be allowed to review the recordings at the scene but may be allowed to view recordings as part of following General Order 2.14 if they have filed a complaint against an officer for lack of customer service or misconduct.

X. Video Categorization and Retention

- A. After stopping the recording, the BWC software automatically tags the video based upon an administrative setup that identifies the video as evidentiary or non-evidentiary. Evidentiary videos, those in which an OCA is assigned, will go to permanent storage, and non-evidentiary videos are retained for two years. The property and evidence unit will monitor cases for destruction after all convictions and/or appeals are exhausted.
- B. The Department will manage the storage of BWC video and audio, the creation of backup copies of the BWC video and audio, and maintenance of data security using evidence.com. The Department reserves the right to establish any category it sees fit and adjust the storage parameters on evidence.com provided it remains compliant with state law.
- C. The Department will allow administrators to delete videos accidentally captured on a BWC that do not depict officers acting in an official capacity including but not limited to officers captured in a restroom, locker room, or their residence. Videos

of this type will be categorized as accidental and will be deleted by police personnel in the property and evidence unit in the evidence.com software when requested in writing (which includes emails) by a captain in the chain of command of the officer captured on video as long as such deletion is in compliance with state law.

DISCLAIMER

The City of Lewisville Police Department reserves the right to change, modify, amend, revoke, or rescind all or part of this General Order in the future.

MEMORANDUM

TO: Donna Barron, City Manager
FROM: Richard Luedke, Planning Director
DATE: March 19, 2018
SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for a Contractor's Yard; on Approximately 2.4718 Acres, Legally Described as a Lot 1, Block C of the Riverview Industrial Addition, Located at 1620 Riverview Drive; as Requested by Luis Pedraza, of Luis Construction Service Inc. & Newstar Drilling Inc., the Property Owner (Case No. SUP-2018-02-02).**

BACKGROUND

Newstar Drilling is a foundation pier drilling company currently located in Lewisville's Old Town district, at 454 Church Street. The business has outgrown its current location and is looking to move to a larger tract of land located at 1620 Riverview Drive. The special use permit (SUP) regulations adopted in 2013 require an SUP for all contractor's yards. The Planning and Zoning Commission recommended unanimous approval (6-0) of the requested SUP on February 20, 2018.

ANALYSIS

Site

The new site features an 8,156 square foot building, a truck wash, oil and gas storage containers, and an approximately 2,500 square foot gravel storage yard. The building is split between a 4,126 square foot office and a 4,030 square foot shop. An eight-foot tall precast concrete fence screens the site and permitted outdoor storage from view. Only the front face of the building is visible from the street.

Building

The Heavy Industrial zoning designation allows for any type of building material to be used. The applicant is proposing a higher quality of building material as a part of this SUP. The proposed building will be primarily constructed out of concrete tilt wall with stone wainscot. Minor elements of stucco and metal building materials will also be present. The building features a modern design. The concrete tilt wall will be painted two shades of gray and white, with red used as an accent color. The garage doors at the rear of the building will also be painted red.

Landscaping

Newstar Drilling has included extensive landscaping as a part of this SUP. This landscaping includes: 14 trees along the street frontage, which exceeds the requirement by three; four parking lot trees, which exceeds the requirement by one; and additional shrubs and ornamental trees at the entrance to the site, and in front of the building. Live Oaks and Red Oaks will be planted in the landscape strip, while Cedar Elms and Live Oaks will be planted as parking lot trees.

Signage

There is no proposed freestanding signage. All proposed signage is located on the face of the building. All future freestanding signage at this location must be a monument sign.

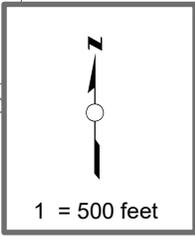
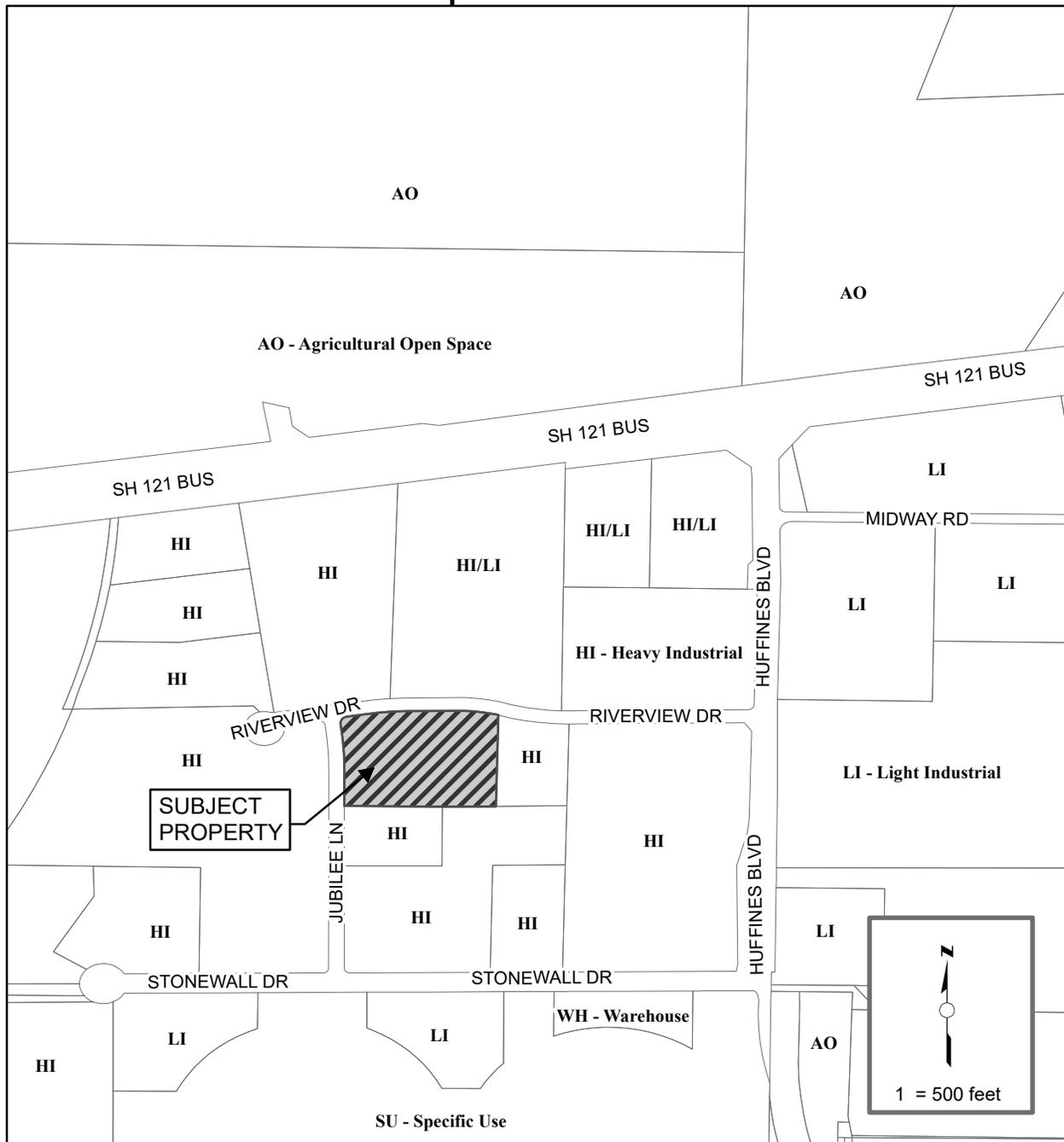
Summary

Newstar Drilling's proposed contractors yard, located on Riverview Drive, will include a new office building, shop, and screened space for outside storage. The site features enhanced building materials and landscaping, as well as the absence of any freestanding signage.

RECOMMENDATION

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

Location Map - 1620 Riverview Dr.



CASE NO. SUP-2018-02-02

PROPERTY OWNER: LUIS PEDRAZA, LUIS CONSTRUCTION INC. & NEWSTAR DRILLING INC.

APPLICANT NAME: LUIS PEDRAZA, LUIS CONSTRUCTION INC. & NEWSTAR DRILLING INC.

PROPERTY LOCATION: 1620 RIVERVIEW DRIVE (2.4718-ACRES)

CURRENT ZONING: HEAVY INDUSTRIAL DISTRICT (HI)

REQUESTED USE: SPECIAL USE PERMIT FOR A CONTRACTOR'S YARD

Location Map - 1620 Riverview Dr.



**MINUTES
PLANNING AND ZONING COMMISSION
FEBRUARY 21, 2018**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:42 pm. Members present: William Meredith, John Lyng, MaryEllen Miksa, Kristin Green and James Davis. Members Alvin Turner and Karen Locke were absent.

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

Item 4:

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

- A. **Public Hearing:** Consideration of a Special Use Permit for a Contractors Yard; on Approximately 2.4718 Acres, Legally Described as a Lot 1, Block C of the Riverview Industrial Addition, Located at 1620 Riverview Drive; as Requested by Luis Pedraza, of Luis Construction Service Inc. & Newstar Drilling Inc., the Property Owner. (Case No. SUP-2018-02-02)

Staff gave a brief overview of the proposed special use permit request and recommended approval. Member James Davis asked if there were plans for the area and if the current location of the business will continue operation. Staff replied that there are no City initiated plans and Oziel Vigil of Reliable Paving stated that the owner would like to sell the property if possible. Chairman Green asked if any public inquiries regarding the proposed special use permit had been made, and staff answered that there had been none. Chairman Green then opened the public hearing, and with no one coming forward to speak, the public hearing was then closed. *A motion was made by William Meredith to recommend approval of the special use permit request. The motion was seconded by John Lyng. The motion passed unanimously (5-0).* Staff indicated that this item would appear before the City Council on March 19th for a second public hearing and a final decision.

SECTION 17-25. - "HI" HEAVY INDUSTRIAL DISTRICT REGULATIONS

- (a) *Use.* Buildings and premises may be used for retail, office and service uses as well as manufacturing and industrial uses. Such uses which produce dust, fumes, gas, noxious odor, smoke, glare or other atmospheric influence beyond the boundaries of the property on which such use is located, and which produce noise exceeding in intensity at the boundary of the property the average intensity of noise of street traffic at that point, and which may create fire or explosive hazards are subject to conformance with all applicable local, state and federal regulations. Uses which fail to comply with such regulations may be required to cease operation. Allowable uses include those specifically prohibited in zoning district "LI" as well as the following:
- (1) Any use permitted in district "LI" and "WH" as regulated in said districts.
 - (2) Wrecker service storage yards, auto salvage yards and junk yards, but only on condition that the storage is wholly within an enclosed building or surrounded by a structural screening wall of concrete or reinforced masonry. Such wall shall be a minimum of eight (8) feet in height (SUP required).
 - (3) Storage yards and contractor's yards (SUP required).
 - (4) Church worship facilities.
 - (5) Buildings and uses owned or operated by public governmental agencies.
 - (6) The following uses are permitted only when all portions of the operation or use are located a minimum of two hundred (200) feet from any residentially zoned property, and with a specific use permit (SUP required):
 - a. Acid manufacturing.
 - b. Cement, lime, gypsum or plaster of paris manufacturing.
 - c. Glue manufacturing involving distilling of bones or other organic matter.
 - d. Explosives manufacturing and storage.
 - e. Magnesium manufacturing or processing.
 - f. Fat rendering.
 - g. Paper and pulp manufacturing.
 - h. Refining of or bulk tank storage of petroleum or its products.
 - i. Smelting of tin, copper, zinc or iron ores or other metals.
 - j. Stockyards, slaughter or processing of animals.
 - k. Permanent batch plant (concrete)
 - (7) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (8) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisances. Open storage shall be considered an accessory use but no more than ten percent (10%) of the platted lot may be used for outside storage, including access and maneuvering areas for moving the stored items. Any use requiring more than 10% outside storage shall require a special use permit (SUP).
 - (9) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (10) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
 - (11) Recycling facility (SUP required).
- (b) *Height.* No building shall exceed in height the width of the street on which it faces plus the depth of the front yard. In no event, however, shall any building exceed two (2) stories when any portion of the building is located within one hundred fifty (150) feet of any property zoned for residential purposes.
- (c) *Area.*
- (1) *Size of yards.*
 - a. *Front yard.* There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in District "HI", except that automobile parking (including automobile dealer display parking) will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.

- b. *Side yard.* No side yard is required except that a side yard or a side street yard of not less than fifty (50) feet in width shall be provided on the side of a lot adjoining or across the street from any zoning district except Heavy Industrial. No parking, storage or similar use shall be allowed in required side yards or side street yards within twenty-five (25) feet of the property line.
- c. *Rear yard.* No rear yard is required except that a rear yard of not less than fifty (50) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a Residential, "LC" or "GB" District. No parking, storage or similar use shall be allowed in required side yards in District "HI" within twenty-five (25) feet of the property line.

(2) *Reserved.*

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

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

- (a) *Purpose.* The special use permit (SUP) provides a means for evaluating land uses identified in this chapter to ensure compatibility with adjacent properties. The intent of the special use permit process is to allow consideration of certain uses that would typically be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions.
- (b) *Application submittal and approval process.*
- (1) Application for an SUP shall be processed like an application for rezoning. An application shall not be complete and shall not be scheduled for a public hearing unless the following are submitted along with the application:
- a. A scaled development plan depicting the items listed in subsection 17-29.5(b)(2);
 - b. A metes and bounds description of the property boundary;
 - c. A narrative explaining how the property and use(s) will function;
 - d. Colored elevations of the building and other structures including dimensions and building materials;
 - e. A landscaping plan, meeting the requirements of section 6-124 of the Lewisville Code of Ordinances;
 - f. A tree survey and mitigation plan if required by section 6-125 of the Lewisville Code of Ordinances;
 - g. Detailed elevations and descriptions of proposed signage;
 - h. An exhibit illustrating any requested variances; and
 - i. Any other information, drawings, operating data or expert evaluations that city staff determines are

necessary to evaluate the compatibility criteria for the proposed use and development.

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

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

- (4) Variances from the regulations of the city's general development ordinance may be granted at the discretion of the city council as part of the SUP approval. The granting of an SUP has no effect on uses permitted by right and does not waive the regulations of the underlying zoning district.
- (5) The planning and zoning commission or the city council may require additional information or drawings, operating data or expert evaluation or testimony concerning the location and characteristics of any building or uses proposed.
- (6) Completion of a development plan for the SUP does not waive the requirement to provide an engineering site plan in accordance with the general development ordinance.

(c) *Compatibility criteria for approval.* The planning and zoning commission shall not recommend approval of, and the city council shall not grant an SUP for a use except upon a finding that the use will:

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

(d) *SUP conditions.* The planning and zoning commission may recommend and the city council may adopt reasonable conditions upon the granting

of an SUP consistent with the purpose and compatibility criteria stated in this section. The development plan, however, shall always be attached to and made a condition of the SUP. The other documents submitted with the SUP application may also be made conditions of the SUP.

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

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

approved with the specific use permit was replaced through the zoning process, then the replacement development plan becomes the original development plan. The purpose of this definition is to prevent the use of several sequential minor amendments to circumvent the zoning amendment process.

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

(f) *Compliance mandatory with written requirements.*

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

- (g) *Timing.* All development plans submitted for review will be on the city's active list for a period of 90 days from the date of each submittal. After the 90-day period, a project will be considered abandoned and removed from the file. A building permit shall be applied for and secured within 180 days from the time of approval of the special use permit, provided that the city may allow a one-time extension of the SUP for another 180 days. A SUP shall expire six months after its approval or extension date if

no building permits have been issued for the site or if a building permit has been issued but has subsequently lapsed. Work must be completed and operations commenced within 18 months of approval.

- (h) *Zoning map.* When the city council authorizes granting of a special use permit the official zoning district map shall be amended according to its legend to indicate that the affected area has conditions and limited uses, said amendment to indicate the appropriate zoning district for the approved use, and suffixed by an "SUP" designation. A log of all special use permits shall be kept by the city.
- (i) *Rescind and terminate a special use permit.* City council may rescind and terminate an SUP after a public hearing if any of the following occur:
- (1) That one or more of the conditions imposed by the SUP has not been met or has been violated.
 - (2) The SUP was obtained through fraud or deception.
 - (3) Ad valorem taxes on the property are delinquent by six months or more.
 - (4) Disconnection or discontinuance of water and/or electrical services to the property.
 - (5) Abandonment of the structure, lease space, lot or tract of land for 180 days or more. (For the purpose of this section, "abandon" shall mean to surrender occupancy by vacating or ceasing to operate or inhabit such property.)

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

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



LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

**SPECIAL USE PERMIT (SUP)
APPLICATION**

Owner/s (name): Luis Pedraza	
Company Name: Luis Construction Service Inc. & Newstar	
Mailing Address: 545 E. Church St. Lewisville, TX 75057	
Work #: 972-906-9988	Cell #: 214-263-8587
E-Mail: luis@newstardrilling.com	
Owner Signature (Owner's Must Sign or Submit Letter of Authorization): x 	Date: May 24, 2017
Printed Name: Luis Pedraza	

Applicant/Agent (name): Luis Pedraza	
Company Name: Luis Construction Service Inc. & Newstar	
Mailing Address: 545 E. Church St. Lewisville, TX 75057	
Work #: 972-906-9988	Cell #: 214-263-8587
E-Mail: luis@newstardrilling.com	
Applicant/Agent Signature x 	Date: May 24, 2017
Printed Name: Luis Pedraza	

Current Zoning: <u>HI - Heavy Industrial</u>	Requested Zoning: <u>HI - Heavy Industrial w/ SUP</u>	Acres: <u>2.4718</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>Riverview Industrial Park Block: C Lot: 1</u>		
Address/Location: <u>1620 Riverview Dr. Lewisville, TX</u>		

Application and Sign Fees:

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

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

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

Amount Due (application & sign fee)	\$ <u>285.00</u>
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LEWISVILLE
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REQUIRED:

Fully describe the plans for the property

The project being proposed consists of developing approx. 2.47 acres to feature approx. 3,195 SF of office space for Newstar Drilling, Inc. Along with the office, the project will also contain a Shop for equipment maintenance and storage. Additionally the proposed project will be planned to comply with City of Lewisville applicable codes and ordinances.

NOTE:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR A CONTRACTOR’S YARD, ON APPROXIMATELY 2.4718 ACRES, LEGALLY DESCRIBED AS LOT 1, BLOCK C, RIVERVIEW INDUSTRIAL ADDITION, LOCATED AT 1620 RIVERVIEW DRIVE AND ZONED HEAVY INDUSTRIAL DISTRICT (HI); PROVIDING FOR A REPEALER, SEVERABILITY, PENALTY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made requesting approval of a Special Use Permit for a contractor’s yard by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by state statutes and the Zoning Ordinances of the City of Lewisville, Texas; and said Planning and Zoning Commission has recommended that the Special Use Permit on the 2.4718-acre tract, as described in the attached Exhibit “A” (the “Property”), be **approved**; and

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

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

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

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

SECTION 2. SPECIAL USE PERMIT GRANTED. Subject to the conditions provided for herein, applicant is granted a Special Use Permit to allow a contractor's yard on the Property, which is zoned Heavy Industrial District (HI).

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

1. in compliance with the narrative; development plan; building elevations; sign exhibit; and landscape plans, attached hereto as Exhibit "B"; and
2. in accordance with all federal, state, and local laws and regulations.

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

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

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

1. One or more of the conditions imposed by the Special Use Permit have not been met or have been violated.
2. The Special Use Permit was obtained through fraud or deception.

3. Ad valorem taxes on the property are delinquent by six months or more.
4. Disconnection or discontinuance of water and/or electrical services to the property.
5. Abandonment of the structure, lease space, lot, or tract of land for 180 days or more.

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

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

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

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

SECTION 11. EMERGENCY. It being for the public welfare that this Ordinance be passed creates an emergency and public necessity and the rule requiring this Ordinance be read on three separate occasions be, and the same is hereby, waived and this Ordinance shall be in full

force and effect from and after its passage and approval and publication, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19TH DAY OF MARCH, 2018.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

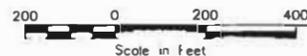
Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Property Description

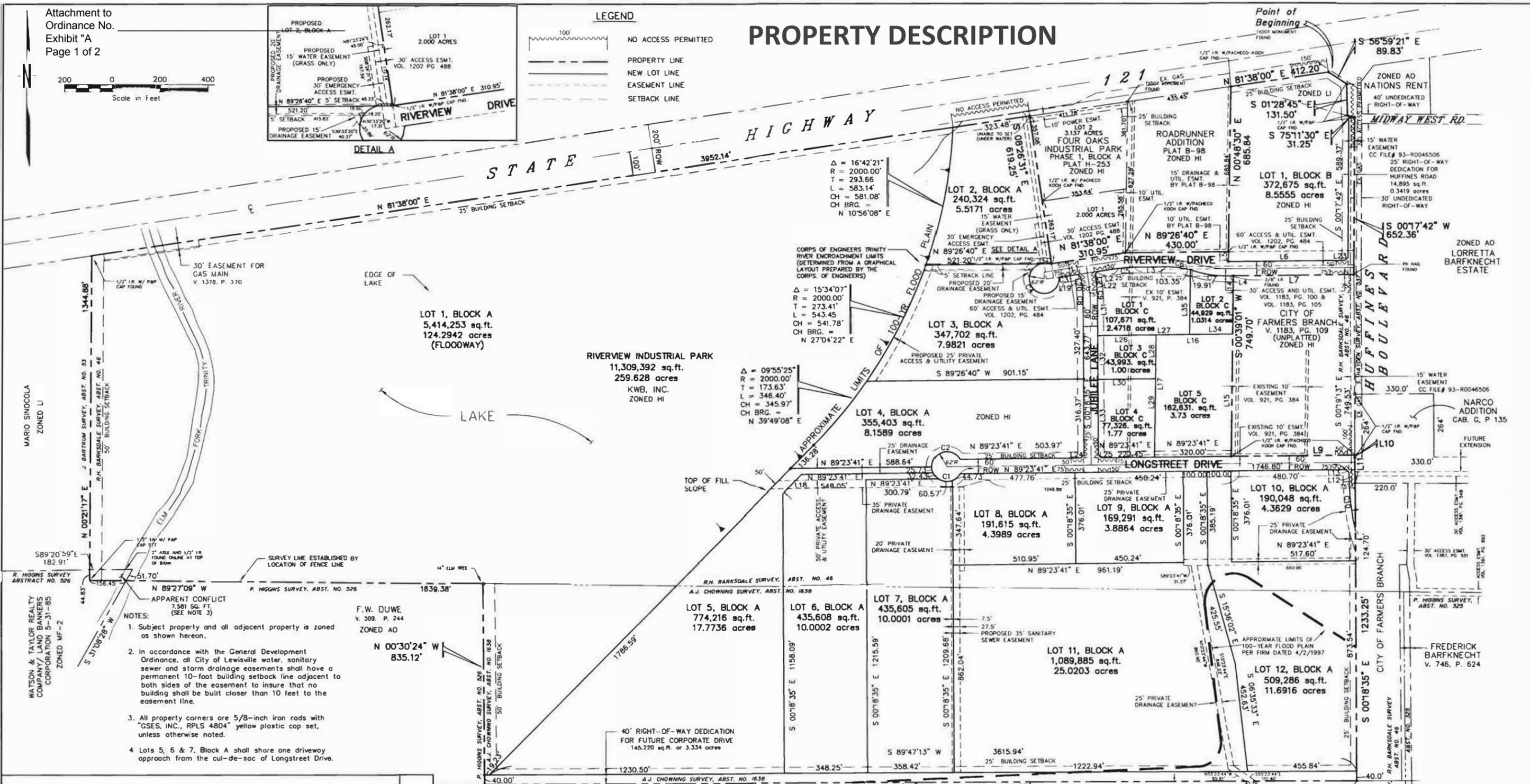
Exhibit B
Narrative
Development Plan
Building Elevations
Sign Exhibit
Landscape Plans



LEGEND

- NO ACCESS PERMITTED
- PROPERTY LINE
- NEW LOT LINE
- EASEMENT LINE
- SETBACK LINE

PROPERTY DESCRIPTION



- NOTES:
- Subject property and all adjacent property is zoned as shown herein.
 - In accordance with the General Development Ordinance, all City of Lewisville water, sanitary sewer and storm drainage easements shall have a permanent 10-foot building setback line adjacent to both sides of the easement to insure that no building shall be built closer than 10 feet to the easement line.
 - All property corners are 5/8-inch iron rods with "GSES, INC., RPLS 4804" yellow plastic cap set, unless otherwise noted.
 - Lots 5, 6 & 7, Block A shall share one driveway approach from the cul-de-sac of Longstreet Drive.

LINE TABLE

LINE	BEARING	LENGTH
L1	N 81°38'00" E	68.52'
L2	N 81°38'00" E	88.41'
L3	N 89°26'40" E	129.61'
L4	S 89°23'41" W	20.43'
L5	S 00°48'30" W	40.52'
L6	S 89°23'41" W	487.16'
L7	S 89°23'41" W	502.60'
L8	S 00°39'01" W	749.70'
L9	N 89°23'41" E	505.30'
L10	S 00°19'13" E	10.00'
L11	S 00°25'18" E	106.29'
L12	S 00°36'19" E	38.00'
L13	S 45°36'19" E	16.97'
L14	S 00°39'01" W	241.35'
L15	S 00°39'01" W	508.35'
L16	N 89°23'41" E	320.00'
L17	N 00°39'01" E	508.35'
L18	N 44°46'50" E	14.07'
L19	S 53°22'00" E	16.97'
L20	S 08°22'00" E	38.00'

CITY OF FARMERS BRANCH ZONED AO

LINE	BEARING	LENGTH
L21	S 08°22'00" E	38.00'
L22	N 36°38'00" E	16.47'
L23	S 44°50'41" W	16.84'
L24	N 44°32'33" W	16.93'
L25	S 45°27'27" E	17.01'
L26	N 89°23'41" E	243.02'
L27	N 89°23'41" E	382.98'
L28	S 00°39'01" W	182.21'
L29	S 00°39'01" W	326.14'
L30	N 89°23'41" E	239.97'
L31	S 00°25'18" E	147.16'
L32	S 00°18'35" E	182.17'
L33	S 00°18'35" E	314.00'
L34	N 89°23'41" E	180.04'
L35	S 00°39'01" W	268.73'

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD BEARING
C1	151°03'41"	62.00	240.27	163.46	120.07	S 76°08'10" E
C2	151°03'41"	62.00	240.27	163.46	120.07	S 74°55'32" W
C3	79°46'59"	10.00	8.36	13.92	12.83	S 41°44'35" W
C4	267°35'33"	62.00	64.66	289.56	89.50	S 44°21'05" E
C5	07°48'40"	500.00	34.14	68.16	68.11	S 85°32'20" W
C6	17°39'23"	400.00	62.12	123.26	122.78	N 81°43'39" W
C7	17°42'22"	460.00	71.65	142.15	141.59	S 81°45'08" E
C8	08°03'25"	420.00	29.58	59.06	59.01	N 04°20'18" W
C9	08°03'25"	480.00	33.80	67.50	67.44	N 04°20'18" W
C10	13°22'43"	870.00	102.04	203.14	202.68	S 07°17'40" E

FINAL PLAT OF RIVERVIEW INDUSTRIAL PARK LOTS 1-12, BLOCK A, LOT 1, BLOCK B AND LOTS 1-5, BLOCK C 259.628 ACRE TRACT

ZONED "HI" AND "U" OUT OF THE R. H. BARKSDALE SURVEY AND ABSTRACT NO. 48 A.J. CHOWNING SURVEY AND ABSTRACT NO. 1638 CITY OF LEWISVILLE, DENTON COUNTY, TEXAS

Gonzalez & Schneeberg engineers - surveyors 8500 Greenville Avenue Suite 685, Dallas, Texas 75208 (214) 891-1680 Fax: (214) 891-1637

SCALE 1" = 200' DATE NOVEMBER, 2000 PROJ. NO. 3117-00-03-10 DWG. NO. 3117-FINAL/DWG

Filed for Record in: DENTON COUNTY, TX CYNTHIA MITCHELL, COUNTY CLERK On Feb 13 2001 At 9:04am Receipt #: 6745 Recording #: 78-00 Doc/Map #: 6-00 Doc/Map #: 2001-00012731 Doc/Type: PLA Deputy - Jennifer

WHEREAS, KWB, INC. is the owner of a 259,628 acre tract of land out of the R. H. Barksdale Survey, Abstract No. 46, and the A. J. Chowning Survey, Abstract No. 1638, in the City of Lewisville, Denton County, Texas; said tract being comprised of a 125,867 acre tract of land conveyed to KWB, INC. by deed recorded in Volume 3124, Page 559, Deed Records, Denton County, Texas and a 133,7608 acre tract of land conveyed to KWB, INC. by deed recorded in Volume 3405, Page 485, Deed Records, Denton County, Texas; said 259,628 acre tract being more particularly described as follows:

BEGINNING, at a Texas State Department of Highways and Public Transportation Monument Found at the west end of a right-of-way corner clip at the intersection of the south right-of-way line of State Highway 121 (200 foot right-of-way) and the west right of way line of Huffines Boulevard (variable width right-of-way),

THENCE, South 56 degrees, 59 minutes, 21 seconds East, with said right-of-way corner clip, a distance of 89.83 feet to a 1/2-inch iron rod with "Powell B Powell" cap found for corner of the east end of said corner clip;

THENCE, South 01 degrees, 28 minutes, 45 seconds East, with said west right-of-way line of Huffines Boulevard, a distance of 131.50 feet to a 1/2-inch iron rod with "Powell B Powell" cap found for corner;

THENCE, South 75 degrees, 11 minutes, 30 seconds East, a distance of 31.25 feet to a 1/2-inch iron rod with "Powell B Powell" cap found for corner; said point being in the common survey line between the referenced Barksdale Survey and the S. Hayden Survey, Abstract No. 537; said point also being in the west line of Huffines Boulevard 130 foot undedicated right-of-way of this point;

THENCE, South 00 degrees, 17 minutes, 42 seconds West, with said common survey line, at a distance of 25.36 feet passing the northwest corner of a tract of land described in deed from Lemela Barthnecht to C. W. Foote recorded in Volume 1307, Page 739, Denton County Deed Records, continuing with said common survey line and the west line of said C. W. Foote tract, in all, a distance of 65236 feet to a "PK" nail with shiner found for corner; said point being the northeast corner of a tract of land described in deed to the City of Farmers Branch, recorded in Volume 1183, Page 109, Denton County, Deed Records;

THENCE, South 89 degrees, 23 minutes, 41 seconds West, with the north line of said City of Farmers Branch tract, a distance of 502.60 feet to a 3/8-inch iron rod found for corner at the northwest corner of said City of Farmers Branch tract;

THENCE, South 00 degrees 39 minutes 01 seconds West, with a west line of said City of Farmers Branch tract, a distance of 749.70 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner of the southwest corner of said City of Farmers Branch tract;

THENCE, North 89 degrees, 23 minutes, 41 seconds East, with the south line of said City of Farmers Branch tract, a distance of 545.30 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner of the southeast corner of said City of Farmers Branch tract; said point being in said common survey line; said point also being in the west line of the Narco Addition, an addition to Denton County, Texas, as recorded in Cabinet 6, Page 135 Denton County Plat Records;

THENCE, South 00 degrees, 19 minutes, 13 seconds East, with said west line of the Narco Addition, and said common survey line, a distance of 10.00 feet to a 1/2-inch iron rod with "Powell B Powell" cap found at an angle point of the southwest corners of said Narco Addition;

THENCE, South 00 degrees, 25 minutes, 18 seconds E, continuing with said common survey line, a distance of 106.29 feet to a 1/2-inch iron rod with "Powell B Powell" cap found for corner of the northernmost northwest corner of a tract of land described in deed to the Town of Highland Park, recorded in Volume 551, Page 136, Denton County Deed Records;

THENCE, South 00 degrees, 18 minutes, 35 seconds East, with a west line of said Town of Highland Park tract, and continuing with said survey line, passing the southeast corner of said Barksdale Survey and the southwest corner of said Hayden survey, and the north line of the referenced Chowning Survey, in all a distance of 1,233.25 feet to a 5/8-inch iron rod found at an interior corner of said Town of Highland Park tract; said point being in the south line of said Chowning Survey and the north line of the P. O' Leary Survey, Abstract No. 974;

THENCE, South 89 degrees, 47 minutes, 13 seconds West, with a north line of said Town of Highland Park tract and said common survey line, a distance of 3,635.03 feet to a 1/2-inch iron rod found for corner in the east line of a tract of land described in deed to F. W. Duwe recorded in Volume 309, Page 244 Denton County Deed Records, said point being the southwest corner of said Chowning survey and the northwest corner of said O' Leary survey, said point being in the east line of the P. Higgins Survey, Abstract No. 526;

THENCE, North 00 degrees, 30 minutes, 24 seconds West, with said common survey line and said east line of the Duwe tract, a distance of 835.12 feet to a 1/4-inch Elm found at the northwest corner of said Chowning Survey, the northeast corner of said Duwe tract;

THENCE, North 89 degrees 27 minutes 09 seconds West, generally along the line of a fence, with the north line of said F. W. Duwe tract, and with the common line between said P. Higgins Survey, and said R.H. Barksdale Survey, a distance of 1639.38 feet to a 1/2-inch iron rod with "Powell B Powell" cap found for corner; said point being the southeast corner of said J. Bartrum Survey, as defined by the line of said fence;

THENCE, North 00 degrees 21 minutes 17 seconds East, generally along the line of a fence, with the west line of said R. H. Barksdale Survey and the east line of said J. Bartrum Survey, and with the east line of said Watson B Taylor Realty Company Trustee tract, a distance of 1344.88 feet to a 1/2-inch iron rod with "Powell B Powell" cap found for corner on said south right-of-way line of State Highway 121;

THENCE, North 81 degrees 38 minutes 00 seconds East, with said south right-of-way line of State Highway 121, a distance of 3952.14 feet to a point for the northwest corner of Four Oaks Industrial Park, Phase 1, an addition to the City of Lewisville, Texas, according to the plat recorded in Plat Book H-253, Plat Records, Denton County, Texas;

THENCE, South 08 degrees 26 minutes 31 seconds East, with the west line of said Four Oaks Industrial Park, a distance of 619.25 feet to a 1/2-inch iron rod with "Powell B Powell" cap found for corner of the southwest corner of said Four Oaks Industrial Park;

THENCE, North 81 degrees 38 minutes 00 seconds East, with the south line of said Four Oaks Industrial Park, a distance of 310.95 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner of the southeast corner of said Four Oaks Industrial Park and the southwest corner of the Roodrunner Addition, an addition to the City of Lewisville, as recorded in Plat Book B-98, Plat Records, Denton County, Texas;

THENCE, North 89 degrees 26 minutes 40 seconds East, with the south line of said Roodrunner Addition, a distance of 430.00 feet to a 1/2-inch iron rod with "Powell B Powell" cap found for the southeast corner of said Roodrunner Addition;

THENCE, North 00 degrees, 48 minutes, 30 seconds East, with the east line of said Roodrunner Addition, a distance of 685.84 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point being in said south right-of-way line of State Highway 121;

THENCE, North 81 degrees, 38 minutes 00 seconds East, with said south line of State Highway 121, a distance of 412.20 feet to the POINT OF BEGINNING.

CONTAINING, 11,309,392 square feet, or 259,628 acres of land, more or less.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That KWB, INC., through the undersigned authority, does hereby adopt this plat designating the herein above described property as RIVERVIEW INDUSTRIAL PARK, LOTS 1-12, BLOCK A, LOT 1, BLOCK B and LOTS 1-5, BLOCK C, an addition to the City of Lewisville, Denton County, Texas, and do hereby dedicate to the public use forever the streets and alleys shown hereon; and do hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Lewisville and all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, signs, or other improvements shall be constructed or placed upon, over, or across the easement strips on said plat. The City of Lewisville and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easement strips, and the City of Lewisville and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone. A blanket easement of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes) is hereby granted to the City of Lewisville for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

We do further dedicate, subject to the exceptions and reservations set forth hereinbefore, to the public use forever, all public use spaces shown on the face of the plat.

All lots in the subdivision shall be sold and developed subject to the building lines shown on the plat.

Michael H. Vaughn, by KWB, INC.

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Michael H. Vaughn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of said company for the purposes and considerations therein expressed and in the capacity therein stated.

WITNESS our hand and seal of office this 2nd day of February, 2001.

Notary Public in and for the State of Texas. My commission expires: 3-11-2001

SURVEYORS CERTIFICATE

I, Robert W. Schneeberg, a Registered Professional Surveyor, of the State of Texas, having plotted the subdivision as shown hereon from an actual survey on the ground, and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made under my supervision.

Robert W. Schneeberg, Registered Professional Land Surveyor No. 4804



All Variances (if any) from the General Development Ordinance Approved by City Council.

Bryan L. Webb, Chairman, Date 02-06-2001, Planning & Zoning Commission, City of Lewisville, Texas

The undersigned, the City Secretary of the City of Lewisville, Texas, hereby certifies that the foregoing final plat of the RIVERVIEW INDUSTRIAL PARK to the City of Lewisville was submitted to the appropriate Planning & Zoning Commission or City Council as required by the ordinances of the City of Lewisville on the 6th day of FEB, 2001, and such body by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in and upon said plat, and said body further authorized the acceptance thereof by signing as hereinabove subscribed in the capacity stated.

Witness by hand this 9th day of February 2001.

Marilyn Hendrix, City Secretary, TRMC/CMC, City of Lewisville, Texas

FINAL PLAT OF LOTS 1-12, BLOCK A, LOT 1, BLOCK B AND LOTS 1-5, BLOCK C RIVERVIEW INDUSTRIAL PARK 259.628 ACRE TRACT

R. H. BARKSDALE SURVEY AND ABSTRACT NO. 48 A.J. CHOWNING SURVEY AND ABSTRACT NO. 1638 CITY OF LEWISVILLE, DENTON COUNTY, TEXAS

Gonzalez & Schneeberg engineers & surveyors, 8500 Greenville Avenue, Suite 888, Dallas, Texas 75208

Table with 4 columns: SCALE (1" = 200'), DATE (NOVEMBER, 2000), PROJ. NO. (3117-00-03-10), DWG. NO. (3117-FINAL.DWG)

OWNER: KWB, INC. c/o MR. MICHAEL H. VAUGHN 20 EAST 5TH STREET, SUITE 1100 TULSA, OKLAHOMA 74103

Filed for Record in: DENTON COUNTY, TX CYNTHIA MITCHELL, COUNTY CLERK On Feb 13 2001 At 9:04am Receipt #: 6745 Recording #: 78 Doc/Mgmt #: 6 Doc/Map #: 2001-0012731 Doc/Type: PLA Deputy: Jennifer

NewStar Drilling, Inc. Offices

October 30, 2017

1620 Riverview Drive

Lewisville, TX 75056

SUP Zoning Case:

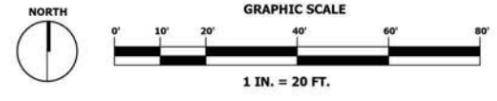
Intent and Purpose Exhibit

Description of the Project:

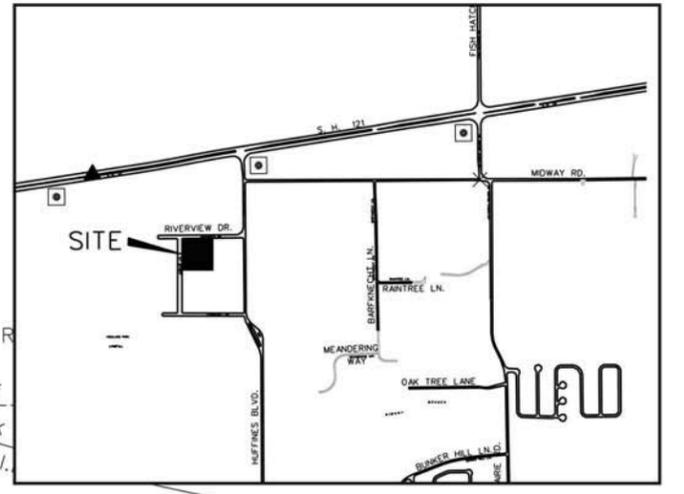
NewStar Drilling's current office is located at 545 Church Street in Lewisville's downtown and we have operated out of this site for about a decade. Today, we have outgrown our space and have acquired a piece of property on Riverview Drive in hopes of making it our new location. This lot is zoned HI (Heavy Industrial) and current the land use is vacant. With the current zoning designation, the *contractor's yard* part of our operation needs to obtain a Special Use Permit. Overall, the proposed project consists of developing an 8,156 SF building on 2.47 acres of land. This building features approx. 4,126 SF of office space for NewStar which will function for their daily business operations and within the same building there will be a shop space that will be used for daily maintenance and storage of equipment. This proposed building features 80% masonry materials with brick and stone accents along with glass window features that compliment the building's articulation. The lot is also projected to have extensive landscape coverage with enhanced landscape features at the entry of the property. This project exceeds the tree planting requirements for the street buffer as we are planting 3 more trees on Jubilee Ln. than what is required. For the interior of the property, we are providing 1 more additional tree than what is required on the interior parking areas. An 8 ft. concrete screen fence is another component that is being proposed on the sides of the property to add to the screening of this project from the street. Additionally the proposed project will be planned to comply with City of Lewisville applicable codes and ordinances. We are very excited about this project and are really looking forward to making a smooth transition to the new location.

LEGEND

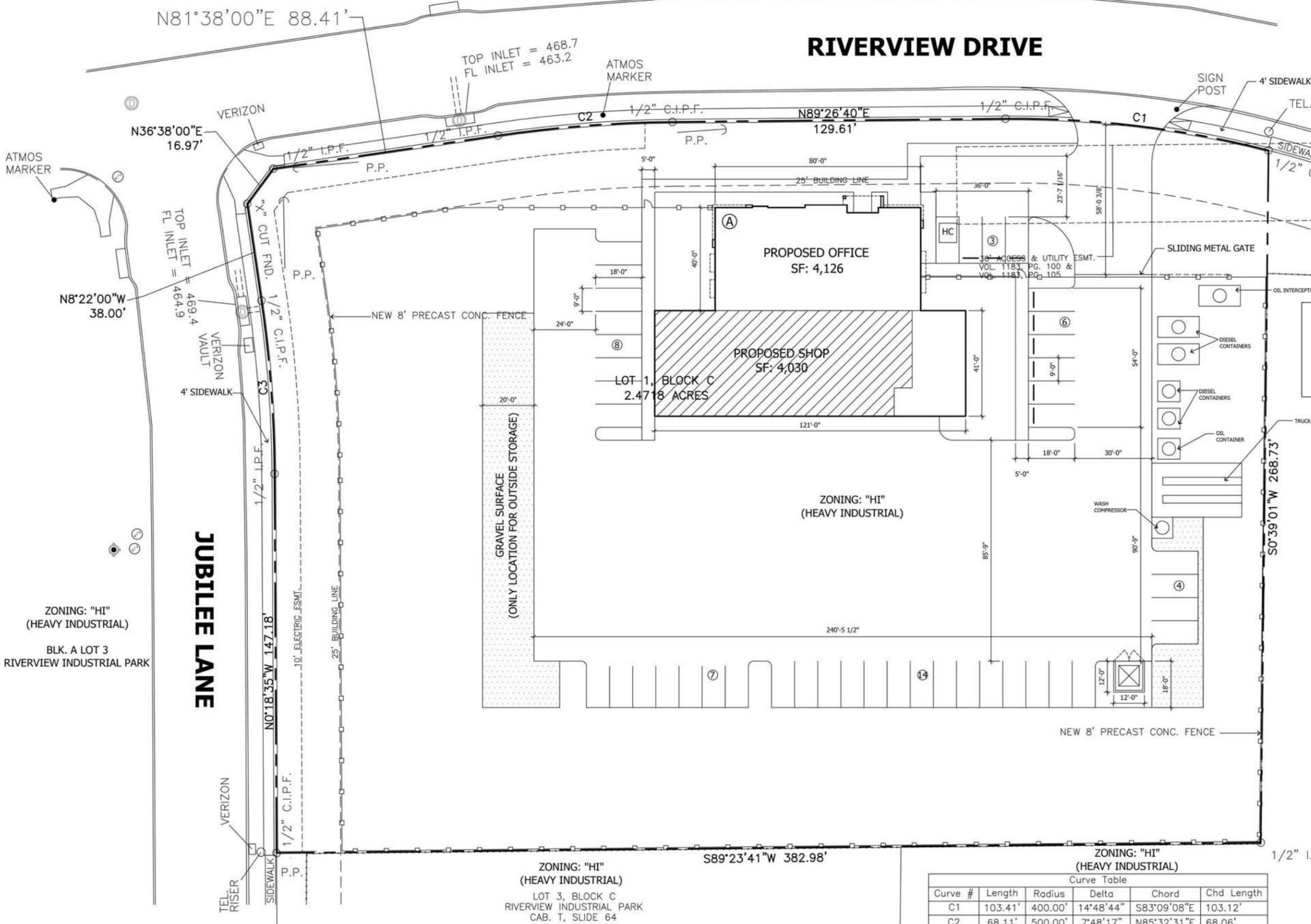
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE



ZONING: "HI" (HEAVY INDUSTRIAL)



VICINITY MAP - SCALE 1" = 1,000'



- GENERAL NOTES:**
1. THE AGGREGATE TOTAL OF ALL WALL ELEVATIONS SHALL BE 80% MASONRY VENEER.
 2. NO POLE SIGN PROPOSED. ANY FUTURE SIGNAGE MUST BE A MONUMENT SIGN.

LEGAL DESCRIPTION

BEING LOT 1, BLOCK C, RIVERVIEW INDUSTRIAL PARK, AN ADDITION TO THE CITY OF LEWISVILLE, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET T, SLIDE 64, PLAT RECORDS, DENTON COUNTY, TEXAS.

SITE SUMMARY TABLE

EXISTING ZONING:	"HI" - HEAVY INDUSTRIAL
PROPOSED USE:	"HI" - STORAGE YARD & CONTRACTOR'S YARD (SUP)
LOT AREA:	2.4718 ACRES
OFFICE USE:	4,126 SF
SHOP USE:	4,030 SF
BLDG. FOOTAGE:	8,156 SF / 30 FT. HEIGHT

PARKING TABLE

BUILDING USE:	PARKING RATIO:	REQUIRED:	PROVIDED:
OFFICE (4,126 SF):	1:200 SF	21	21
SHOP (4,030 SF):	1:200 SF	21	21
OVERALL:	-	42	42
ACCESSIBLE SPACES:	-	1	1

OWNER/APPLICANT:
 LUIS CONSTRUCTION SERVICE INC. & NEWSTAR 545 E. CHURCH ST. LEWISVILLE, TX 75057 PHONE: 972-906-9988

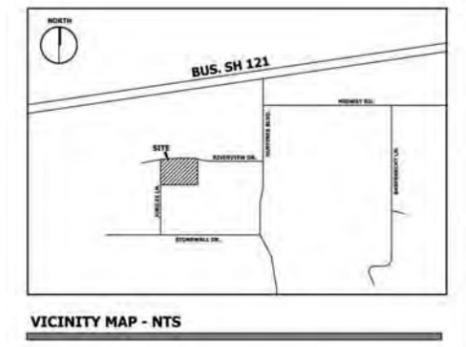
CONTRACTOR:
 RELIABLE PAVING, INC. 1903 PEYCO DR. N. ARLINGTON, TX 76001 PHONE: 817-467-0779 ATTN: JOHN MORRIS, P.E. john@reliablepaving.com

Curve Table

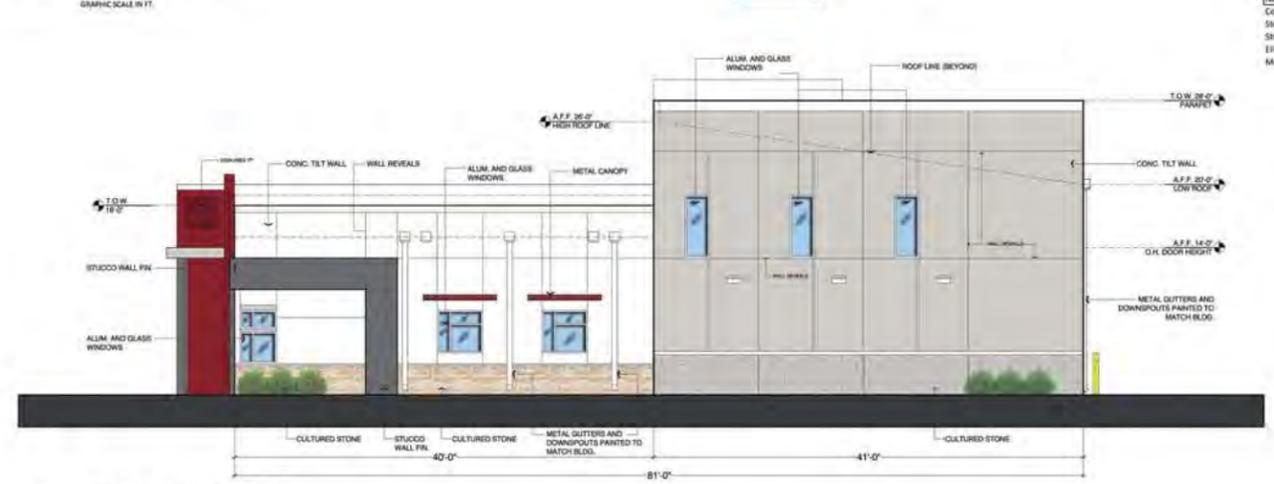
Curve #	Length	Radius	Delta	Chord	Chd Length
C1	103.41'	400.00'	14°48'44"	S83°09'08"E	103.12'
C2	68.11'	500.00'	7°48'17"	N85°32'31"E	68.06'
C3	67.50'	480.00'	8°03'26"	N4°20'18"W	67.44'

PRELIMINARY CONCEPT PLAN
 SCALE: 1" = 20'

DEVELOPMENT PLAN
 FOR
 NEWSTAR DRILLING, INC.
 1620 RIVERVIEW DR.
 LOT 1, BLOCK C - RIVERVIEW INDUSTRIAL ADDITION
 2.4718 ACRES - ZONED: HI
 CITY OF LEWISVILLE, DENTON COUNTY, TEXAS
 June 26, 2017



01 | NORTH CONCEPT ELEVATION
SCALE: 1/4" = 1'-0"



02 | EAST CONCEPT ELEVATION
SCALE: 1/4" = 1'-0"

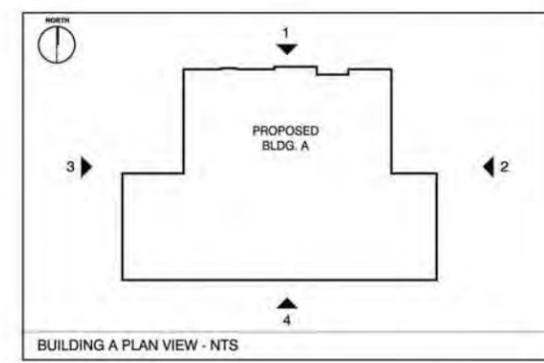
03 | WEST CONCEPT ELEVATION
SCALE: 1/4" = 1'-0"



04 | SOUTH CONCEPT ELEVATION
SCALE: 1/4" = 1'-0"

Overall	9,916.27	
Glass / Doors	1,236.59	
Net	8,679.68	
Concrete Tilt Wall	7,223.68	83.23%
Stone	1,174.57	13.53%
Stucco	237.25	2.73%
EIFS	0.00	0.00%
Metal	44.18	0.51%

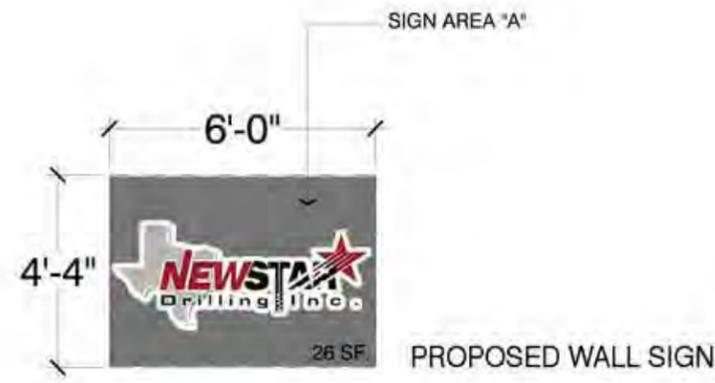
General Notes:
1. This Conceptual Elevation is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division.
2. All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.



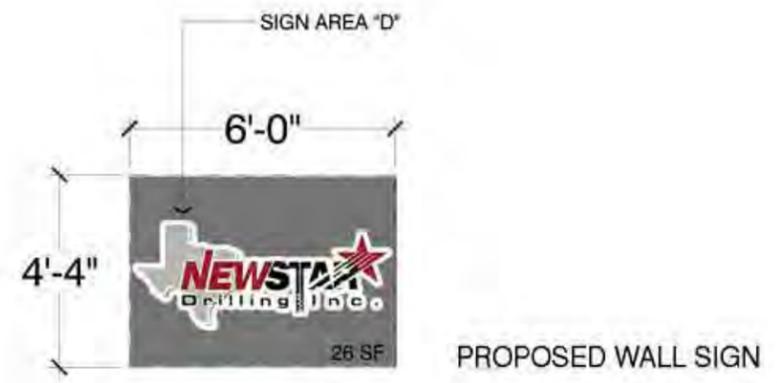
OWNER/APPLICANT:
LUIS CONSTRUCTION SERVICE INC. & NEWSTAR 545 E. CHURCH ST. LEWISVILLE, TX 75057 PHONE: 972-906-9988

CONTRACTOR:
RELIABLE PAVING, INC. 1903 PEYCO DR. N. ARLINGTON, TX 76001 PHONE: 817-467-0779 ATTN: JOHN MORRIS, P.E. john@reliablepaving.com

BUILDING A CONCEPT ELEVATION
NEWSTAR DRILLING, INC.
1620 RIVERVIEW DR.
LOT 1, BLOCK C - RIVERVIEW INDUSTRIAL ADDITION
CITY OF LEWISVILLE, DENTON COUNTY, TEXAS
June 26, 2017



01 | SIGN AREA "A" SCALE: 3/16" = 1'-0"



04 | SIGN AREA "D" SCALE: 3/16" = 1'-0"



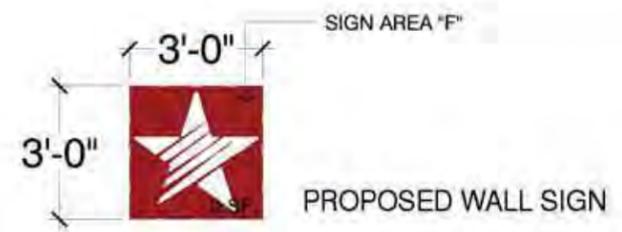
02 | SIGN AREA "B" SCALE: 3/16" = 1'-0"



05 | SIGN AREA "E" SCALE: 3/16" = 1'-0"



03 | SIGN AREA "C" SCALE: 3/16" = 1'-0"

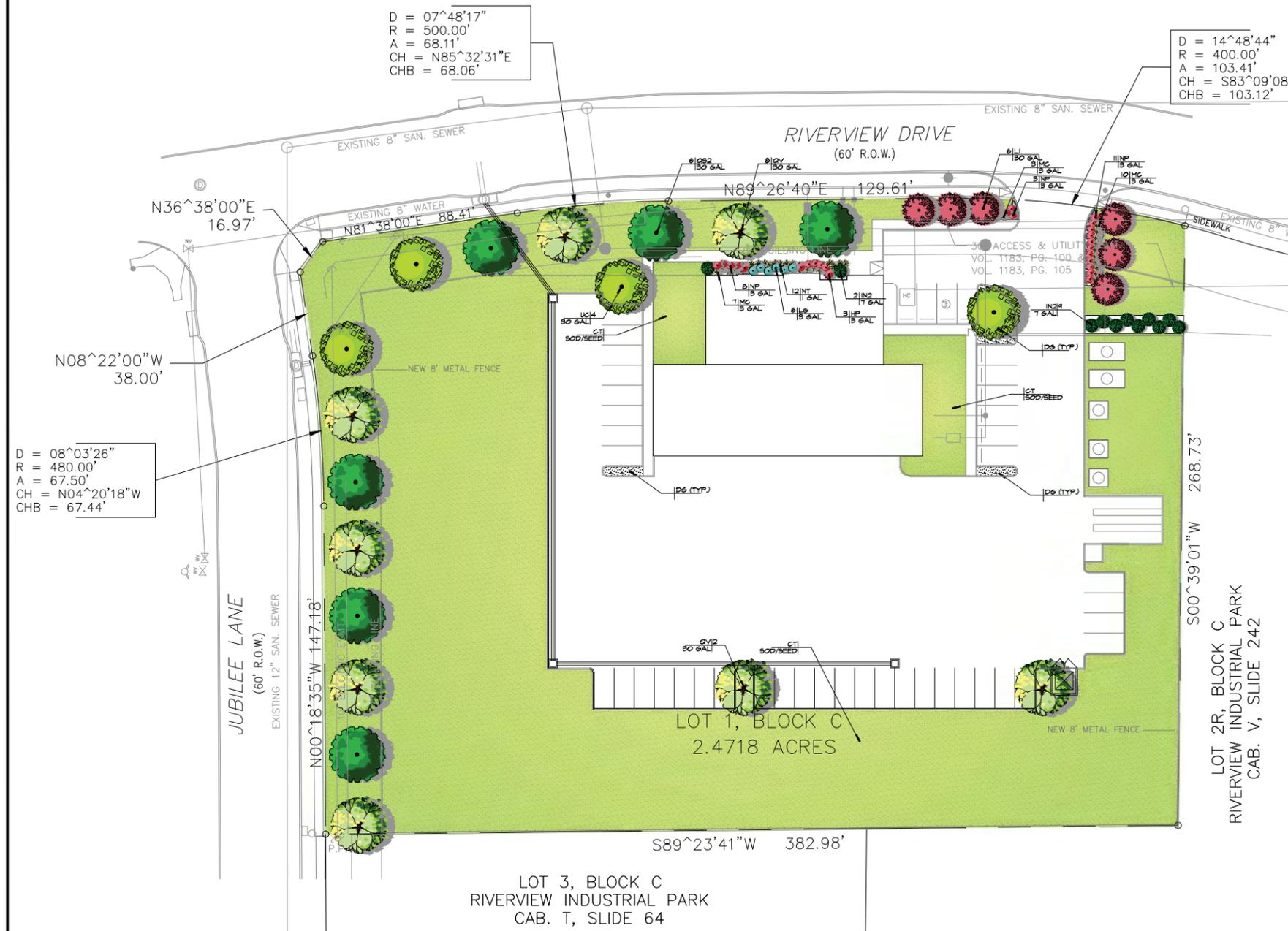


06 | SIGN AREA "F" SCALE: 3/16" = 1'-0"

GENERAL NOTES:

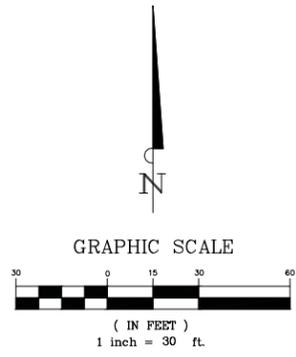
1. All Signage is subject to the approval of the Zoning Dept.
2. Signage requires separate permits from Building Inspections Dept.
2. Building owner will select final color(s) on all signage.

CONCEPT SIGN EXHIBIT
 NEWSTAR DRILLING, INC.
 1620 RIVERVIEW DR.
 LOT 1, BLOCK C - RIVERVIEW INDUSTRIAL ADDITION
 CITY OF LEWISVILLE, DENTON COUNTY, TEXAS



LANDSCAPE TABULATIONS:

TOTAL SITE AREA:	107,999 SF
LANDSCAPE AREA PROVIDED:	60,108 SF
LANDSCAPE BUFFER AREA:	5,381 SF
BUFFER TREES REQUIRED: 1/ 500 SF	11 TREES
BUFFER TREES PROVIDED:	14 TREES
PARKING LOT TREES REQUIRED: 1/ 15 SPACES (43 SPACES)	3 TREES
PARKING LOT TREES PROVIDED:	4 TREES
PARKING LOT AREA:	19,916 SF
PARKING LOT LANDSCAPE AREA REQ'D: 5%	995 SF
PARKING LOT LANDSCAPE AREA PROVIDED:	1,280 SF



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	NOTES
	6	Lagerstroemia indica / Crape Myrtle	30 GAL	2.5"	6'-8"	SYMMETRICAL, MATCHING, FULL
	6	Quercus shumardii / Shumard Red Oak	30 GAL	2.5"	10'-12"	SYMMETRICAL, MATCHING, FULL
	3	Quercus virginiana / Southern Live Oak	30 GAL	2.5"	10'-12"	SYMMETRICAL, MATCHING, FULL
	4	Ulmus crassifolia / Cedar Elm	30 GAL	2.5"	10'-12"	SYMMETRICAL, MATCHING, FULL
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPACING	NOTES
	3	Hesperaloe parviflora / Red Yucca	3 GAL	24" HT.	36" O.C.	SYMMETRICAL, MATCHING, FULL
	11	Ilex x 'Nellie R. Stevens' / Nellie Stevens Holly	7 GAL	48" HT.	48" O.C.	SYMMETRICAL, MATCHING, FULL
	6	Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger	3 GAL	24" HT.	36" O.C.	SYMMETRICAL, MATCHING, FULL
	20	Muhlenbergia capillaris / Pink Muhly	3 GAL	24" HT.	36" O.C.	SYMMETRICAL, MATCHING, FULL
	22	Nandina domestica 'Fire Power' / Firepower Nandina	3 GAL	24" HT.	30" O.C.	SYMMETRICAL, MATCHING, FULL
	12	Nassella tenuissima / Texas Needle Grass	1 GAL	16" HT.	30" O.C.	SYMMETRICAL, MATCHING, FULL
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	NOTES			
	PER PLAN	Decomposed Granite	3" DEPTH COMPACTED WITH PERMEABLE WEED MAT			
	PER PLAN	Cynodon dactylon 'TIF 419' / Bermuda Grass	SOD OR SEED			

BANNISTER ENGINEERING
 240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
 REGISTRATION # F-10599 (TEXAS)

NEWSTAR DRILLING, INC OFFICE BLDG.
 RIVERVIEW INDUSTRIAL PARK ADDITION
 LOT 1, BLOCK C
 LEWISVILLE, TEXAS

No.	Date	Revision Description



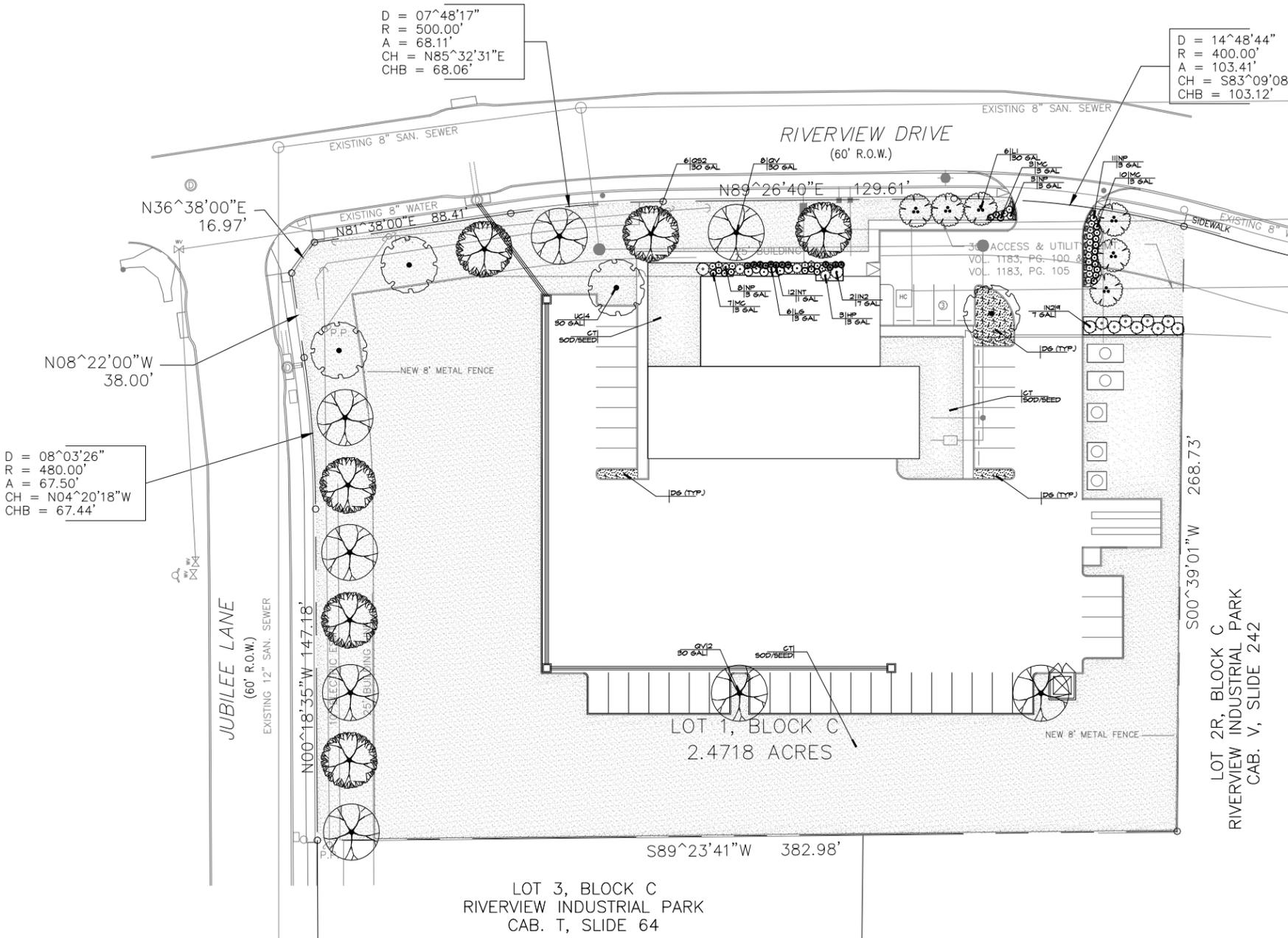
SHEET NO.
L-1.0



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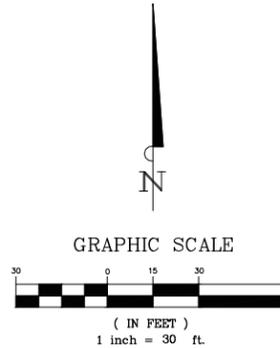
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PROJECT NO.: 152-17-01



LANDSCAPE TABULATIONS:

TOTAL SITE AREA:	107,999 SF
LANDSCAPE AREA PROVIDED:	60,105 SF
LANDSCAPE BUFFER AREA:	5,351 SF
BUFFER TREES REQUIRED: 1/ 500 SF	11 TREES
BUFFER TREES PROVIDED:	14 TREES
PARKING LOT TREES REQUIRED: 1/ 15 SPACES (45 SPACES)	3 TREES
PARKING LOT TREES PROVIDED:	4 TREES
PARKING LOT AREA:	19,916 SF
PARKING LOT LANDSCAPE AREA REQUIRED:	958 SF
PARKING LOT LANDSCAPE AREA PROVIDED:	1,280 SF



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	NOTES
	6	Lagerstroemia indica / Grape Myrtle	30 GAL	25"	6'-8'	SYMMETRICAL, MATCHING, FULL
	6	Quercus shumardii / Shumard Red Oak	30 GAL	25"	10'-12'	SYMMETRICAL, MATCHING, FULL
	3	Quercus virginiana / Southern Live Oak	30 GAL	25"	10'-12'	SYMMETRICAL, MATCHING, FULL
	4	Ulmus crassifolia / Cedar Elm	30 GAL	25"	10'-12'	SYMMETRICAL, MATCHING, FULL
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPACING	NOTES
	3	Hesperaloe parviflora / Red Yucca	3 GAL	24" HT.	36" O.C.	SYMMETRICAL, MATCHING, FULL
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	6	Leucophyllum frutescens 'Green Cloud' TM / Green Cloud Texas Ranger	3 GAL	24" HT.	36" O.C.	SYMMETRICAL, MATCHING, FULL
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	12	Nassella tenuissima / Texas Needle Grass	1 GAL	16" HT.	30" O.C.	SYMMETRICAL, MATCHING, FULL
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	NOTES			
	PER PLAN	Decomposed Granite	3" DEPTH COMPACTED WITH PERMEABLE WEED MAT			
	PER PLAN	Cynodon dactylon 'TIF 419' / Bermuda Grass	SOD OR SEED			



NEWSTAR DRILLING, INC OFFICE BLDG.
 RIVERVIEW INDUSTRIAL PARK ADDITION
 LOT 1, BLOCK C
 LEWISVILLE, TEXAS

LANDSCAPE PLAN

No.	Date	Revision Description



SHEET NO.
L-1.0



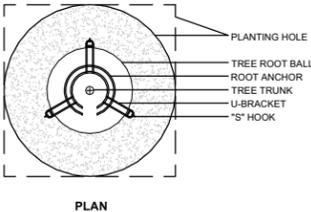
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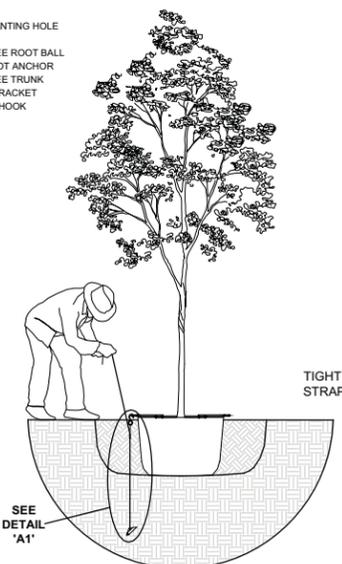
PROJECT NO.: 152-17-01

GENERAL NOTES:

1. Locate all utilities prior to digging. Contractor shall be responsible for all damage incurred by his/her work.
2. Contractor shall advise the Owner and Landscape Architect of any condition found on site which prohibits installation as shown on these plans.
3. If a discrepancy between drawings and plant schedule is found, the drawings shall take precedent over the plant schedule.
4. Plant material shall comply with all sizing and grading standards of the latest edition of 'American Standard for Nursery Stock.'
5. Contractor shall stake out tree locations and bed configuration for approval by Owner prior to installation.
6. Substitutions shall not be made without prior written authorization from the Owner or Landscape Architect.
7. All disturbed areas not indicated as planting beds shall be sodded or seeded by Contractor to provide an established turf area.
8. Contractor shall remove reasonable amount of stones, dead roots, detritus and other undesirable material from existing soil.
9. If rocks are encountered, remove to a depth of 3" and add 3" of friable fertile topsoil to all sodded areas. Contractor to ensure that site is graded according to the Engineer's grading plan.
10. Lawn areas shall have 3" minimum friable topsoil and be treated with fertilizer applied at a rate of 20 pounds per 1,000 square feet.
11. Soil preparation for planting beds shall be as follows:
 - 3" of organic compost
 - 20 pounds of organic fertilizer / 1,000 sf of bed area
 - Till bed to a depth of 6" to 8"
 - Check soil acidity. Soil acidity should range from 5.0 to 7.0 pH. Regulate if necessary.
12. All plant beds shall be top dressed with a minimum 3" of Native Hardwood Mulch.
13. Provide steel edge between all plant beds and lawn areas unless indicated differently on plans.
14. Tree planting pits shall be cleared of undesirable material and backfilled with prepared top soil. Place 1" of compost and 3" of shredded hardwood mulch on top of root ball.
15. The Contractor will be held liable for any damage caused to trees due to improper staking methods, including absence of staking throughout the warranty period.
16. Trees shall be planted at least 2.5 feet from any right-of-way line, curb, walk or fire hydrant, and outside all utility easements.
17. Trees shall be planted at least 8 feet from any public utility line where possible. In the event this is not possible, Contractor shall install a root barrier, per the detail(s) noted on this sheet.
18. Trees overhanging walks and parking areas shall have a clear trunk height of 7 feet from finish surface grade.
19. Contractor shall warranty plant material to remain alive and healthy for a period of one year after the final acceptance. All plant material shall be maintained in a healthy condition in accordance with the season. Dead, damaged or destroyed plant material shall be replaced in kind within thirty days. Warranty shall not include damage for loss of plant material due to natural causes, acts of vandalism or negligence on the part of the owner.
20. Landscape areas shall be kept free of trash, litter and weeds.
21. An automatic irrigation system shall be provided to maintain all landscape areas. Overspray on non-permeable surfaces is prohibited.
22. Installing contractor to maintain landscaping for 30 days from owner occupancy to establish plants and grass, mowing and trimming to be included.
23. All areas disturbed by construction shall be fine graded and re-established by sod. These areas shall be irrigated and maintained until permanent stand of grass is achieved with a minimum of 70% coverage. This is to include all areas to the back of curb around the property.
24. Landscape contractor shall not place topsoil or mulch above the brick ledge of the building and shall not block weep holes on the building. If grades on site at the time the landscape contractor begins work do not allow the brick ledge and weep holes to remain uncovered, the landscape contractor is responsible to notify the owner or general contractor immediately.



PLAN



DETAIL 'A1'

A TREE STAKING DETAIL

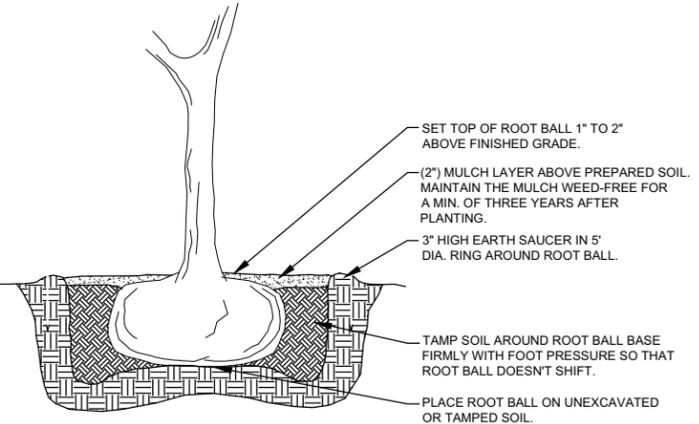
NOT TO SCALE

ROOT ANCHOR ITEM#	ROOT BALL & CONTAINER SIZE	ANCHOR INSTALLATION DEPTH	QUANTITY & ANCHOR SIZE
15-BG	10 / 15 Gallon or 17" root ball	12 - 18" Minimum Depth	3 - V68 Anchors
30-BG	20 / 39 Gallon or 22" root ball	18 - 24" Minimum Depth	3 - V68 Anchors
45/65-BG	45 / 65 Gallon or 27-30" root ball	24 - 30" Minimum Depth	3 - V68 Anchors
100-BG	95 / 100 Gallon or 36" root ball	30 - 36" Minimum Depth	3 - V68 Anchors
150-BG	150 Gallon or 42" root ball	48" Minimum Depth	3 - V68 Anchors
200-BG	200 Gallon or 48" root ball	48" Minimum Depth	3 - V88 Anchors
300-BG	300 Gallon or 58" root ball	48" Minimum Depth	3 - V88 Anchors
CUSTOM-BG	Root Balls larger than 60"	TBD	

- STEP 1:**
- Set tree in planting pit.
 - Place anchor with ring side down against top of root ball.
 - Center root anchor's inner ring(s) around trunk of tree.
 - Align drive rod as close as possible to outside edge of u-bracket.
- STEP 2:**
- Drive anchor straight down into undisturbed subbase soil.
 - See chart for recommended depths per tree size.
- STEP 3:**
- Remove drive rod.
 - Repeat steps 1 & 2 for all three (3) anchor locations.
 - Pull back on strap approximately 3" for the v-68 anchor, or 6" to 7" for the v-88 anchor to set anchor into a horizontal or locked position. A fulcrum may be required to assist in setting the anchor.
 - Place "S" hook over the end of the u-bracket.
 - Pull strap up vertically until root anchor rings bite into the top of the root ball and u-brackets are setting flush on top of the root ball.
 - Tie excess strap off to the u-bracket allowing enough remaining strap to adjust tree, if necessary.

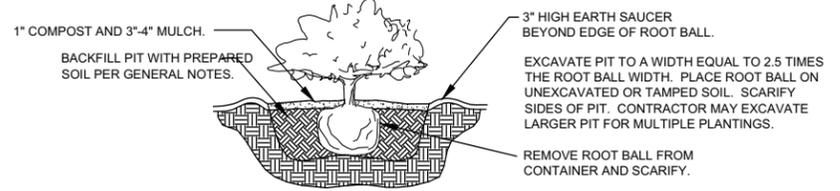
NOTES:

1. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
2. EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.
3. REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM TOP HALF OF ROOT BALL.
4. IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND ROOT BALL, CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN 8" INTO PLANTING HOLE.



B TREE PLANTING DETAIL

NOT TO SCALE



C SHRUB PLANTING DETAIL

NOT TO SCALE



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NEWSTAR DRILLING, INC OFFICE BLDG.
 RIVERVIEW INDUSTRIAL PARK ADDITION
 LOT 1, BLOCK C
 LEWISVILLE, TEXAS

LANDSCAPE NOTES

No.	Date	Revision Description



SHEET NO.
L-1.1



PROJECT NO.: 152-17-01

MEMORANDUM

TO: Donna Barron, City Manager
FROM: Richard Luedke, Planning Director
DATE: March 19, 2018
SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for Minor Automobile Services Including Tune-up and Repair Services Facility; on Approximately 0.572 Acres, Legally Described as Lot 1-B, Block A of the McGee Park Addition, Located at 1299 Justin Road (F.M. 407); as Requested by Ralph Martinez, of RGM Architects, on Behalf of Riyad Hossainy, INI LLC, the Property Owner (Case No. SUP-2018-02-04).**

BACKGROUND

Kwik Kar Oil & Lube is an existing auto repair shop located on 1299 Justin Road. The applicant is proposing to convert the existing six car wash bays into auto repair bays. This process involves refinishing each bay and installing overhead doors. The special use permit (SUP) regulations adopted in 2013 require an SUP for all minor automobile services. The Planning and Zoning Commission recommended unanimous approval (6-0) of the requested SUP on February 20, 2018.

A variance request letter and variance exhibit are required based on the variances requested. Staff requested these items but they were not provided in time for this City Council meeting. This public hearing should be continued to the April 2, 2018 meeting to allow the applicant additional time to provide the requested materials.

ANALYSIS

Site

Kwik Kar currently has four bays dedicated to minor automobile services, six car wash bays, and five open-air vacuum bays, which are located behind the main building on the north side of the lot. The applicant is proposing to convert the six car wash bays into auto service bays, and convert the vacuum bays into parking spaces.

Building

Overhead doors will be added to each end of the car wash bays, and the bays will be refinished and brought up to Lewisville's current codes. As a part of this SUP, the applicant is proposing to add new brick to each of the converted bays. This proposed brick will feature a darker shade of brick surrounding the door, and an orange shade of brick layered in a soldered pattern above each door. Three proposed decorative stone features will separate every other converted bay. Additionally, the applicant has proposed to replace the canopy above the customer entrance. Vacuum equipment will be removed from the current vacuuming bays to accommodate new parking.

Landscaping

The current site has very little landscaping present. It was original developed prior to the current landscaping requirements. Due to the constraints of the site layout there is no room for a landscaping strip. The applicant is proposing to add three tree wells to the parking lot. These new trees plus the existing three trees will bring the site towards Lewisville's current landscaping standards.

Signage

The applicant has proposed to remove the existing pole sign and the wall sign which is currently positioned above the carwash bays. In place of this sign, the applicant is proposing a new monument sign which will be located on the southwest corner of the lot. The monument sign will be four feet tall and constructed out of limestone.

Variance

Two variances are requested as a part of this SUP:

Variance A: To allow reduction in the 10' landscape buffer

Section 6-123(b) of the General Development Ordinance (Multi-Family and Non-Residential Landscaping Requirements) requires a ten (10) foot landscape strip along the frontage of the property from the internal edge of the right-of-way towards the building on the property to include one (1) tree every fifty (50) feet or five hundred (500) square feet. Due to the existing conditions of the site meeting the requirements of the landscape ordinance would call for the removal of existing required parking. The owner has proposed adding three tree island along FM 407. Staff has determined that the additional plantings of trees is adequate.

Variance B: To allow the elimination of the parking lot screening hedges

Section 6-123(c) of the General Development Ordinance (Multi-Family and Non-Residential Landscaping Requirements) Where parking lots and drives are adjacent to the landscape strip along street right-of-way, two-foot minimum height evergreen shrubs are required. Due to the existing conditions of the site meeting the requirements of the landscape ordinance would call for the removal of existing required parking. The owner has proposed adding three tree island along FM 407. Staff has determined that the additional plantings of trees is adequate.

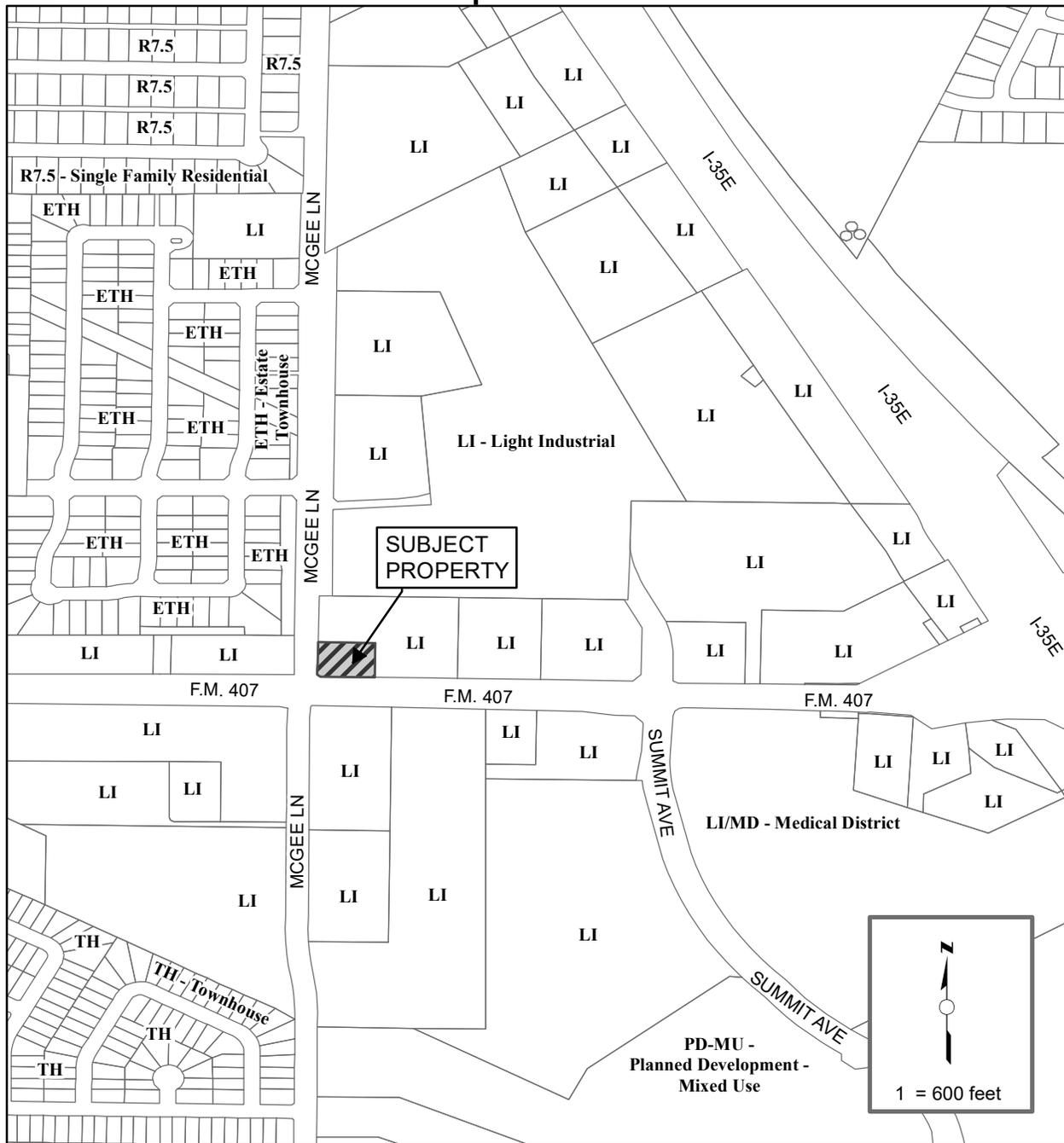
Summary

Kwik Kar Oil & Lube is requesting a Special Use Permit to convert existing auto wash bays into auto repair bays. As a part of this SUP the applicant is proposing a variety of site improvements. These improvements include: adding new brick work and decorative stone work to the front façade; adding additional landscaping to the site; and replacing existing signage with a low-profile monument sign.

RECOMMENDATION:

That the City Council continue the public hearing to the April 2, 2018 regular meeting.

Location Map - KwikKar & Lube



CASE NO. SUP-2018-02-04

PROPERTY OWNER: RIYAD HOSSAINY, INI LLC

APPLICANT NAME: RALPH MARTINEZ, RGM ARCHITECTS

PROPERTY LOCATION: 1299 JUSTIN ROAD (F.M. 407) (0.572-ACRES)

CURRENT ZONING: LIGHT INDUSTRIAL DISTRICT (LI)

REQUESTED USE: SPECIAL USE PERMIT FOR A MINOR AUTOMOBILE SERVICES INCLUDING TUNE-UP AND REPAIR SERVICES FACILITY

Aerial Map - KwikKar & Lube



**MINUTES
PLANNING AND ZONING COMMISSION
FEBRUARY 21, 2018**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:42 pm. Members present: William Meredith, John Lyng, MaryEllen Miksa, Kristin Green and James Davis. Members Alvin Turner and Karen Locke were absent.

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

Item 4:

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

- C. **Public Hearing:** Consideration of a Special Use Permit for a Minor Automobile Services Including Tune-up and Repair Services Facility; on an Approximately 0.572 Acres, Legally Described as Lot 1-B, Block A of the McGee Park Addition, Located at 1299 Justin Road (F.M. 407); as Requested by Ralph Martinez, of RGM Architects, on Behalf of Riyad Hossainy, INI LLC, the Property Owner. (Case No. SUP-2018-02-04)

Staff gave a brief overview of the proposed special use permit request and two associated variance requests, recommending approval. Chairman Green asked for clarification on why the applicant is unable to provide a landscape buffer on the property. Staff explained that the site has constraints due to the parking lot extending to the property line and provided detail regarding the additional landscaping proposed as an alternative. Member James Davis inquired if the parking would remain adequate at the site, and staff answered yes. The applicant, Ralph Martinez, gave a brief presentation and was available to answer any questions. Chairman Green expressed concern about vehicles being stored outside overnight at the property, and the applicant answered that operation would only run during the day. Member MaryEllen Miksa asked if the parking of the neighboring businesses would be affected by this business. Staff clarified that the site has additional parking spaces and is above the minimum requirement. Chairman Green then opened the public hearing, and with no one coming forward to speak, the public hearing was then closed. A motion was made by James Davis to recommend approval of the special use permit request. The motion was seconded by William Meredith. The motion passed unanimously (5-0). Staff indicated that this item would appear before the City Council on March 19th for a second public hearing and a final decision.

SECTION 17-23. - "LI" LIGHT INDUSTRIAL DISTRICT REGULATIONS

- (a) *Use.* Buildings and premises may be used for retail, wholesale, office and service uses and campus style light manufacturing and industrial uses provided there is no dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the property on which such use is located, and which produces no noise exceeding in intensity at the boundary of the property the average intensity of noise of street traffic at that point, and no more than ten percent (10%) of the total lot is used for outside storage, and further provided that such use does not create fire or explosive hazards on adjacent property.
- (1) Any use permitted in districts "LC" and "GB" as regulated in said districts.
 - (2) Apparel and other products assembled from finished textiles.
 - (3) Bottling works.
 - (4) Warehouse distribution facilities.
 - (5) Airport/Heliport (SUP required).
 - (6) Auto repair shops including body shops (SUP required).
 - (7) Church worship facilities.
 - (8) Buildings and uses owned or operated by public governmental agencies.
 - (9) Cemetery, mausoleum, crematorium & accessory uses (SUP required).
 - (10) Cosmetic manufacturer.
 - (11) Drugs and pharmaceutical products manufacturing.
 - (12) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (13) Electronic products manufacturing.
 - (14) Fur good manufacture, but not including tanning or dyeing (SUP required).
 - (15) Gas and oil drilling accessory uses (SUP required).
 - (16) Glass products, from previously manufactured glass.
 - (17) Heavy equipment – outdoor rental/sales/display/service (SUP required).
 - (18) Household appliance products assembly and manufacture from prefabricated parts.
 - (19) Industrial and manufacturing plants including the processing or assembling of parts for production of finished equipment.
 - (20) Musical instruments assembly and manufacture.
 - (21) Paint, shellac and varnish manufacture (SUP required).
 - (22) Plastic products manufacture, but not including the processing of raw materials.
 - (23) Racing facilities (SUP required).
 - (24) Recreational Vehicle (RV) Park. (Private) (SUP required).
 - (25) Self storage/mini warehouse facility (SUP required).
 - (26) Shooting Range (indoor or outdoor) (SUP required.).
 - (27) Sporting and athletic equipment manufacture.
 - (28) Testing and research laboratories.
 - (29) Auction yard (vehicle) (SUP required).
 - (30) Communication towers (SUP required).
 - (31) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (32) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Open storage shall be considered an accessory use but no more than ten percent (10%) of the platted lot may be used for outside storage, including access and maneuvering areas for moving the stored items.
 - (33) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
 - (34) Other uses similar to the above listed uses are allowed by special use permit (SUP) only, except that the following uses are specifically prohibited:
 - a. Acetylene gas manufacture or storage.
 - b. Acid manufacture.
 - c. Alcohol manufacture.
 - d. Ammonia, bleaching powder or chlorine manufacture.
 - e. Arsenal.
 - f. Asphalt manufacture or refining.
 - g. Blast furnace.
 - h. Bag cleaning, unless clearly accessory to the manufacture of bags.

- i. Boiler works.
- j. Brick, tile, pottery or terra cotta manufacture other than the manufacture of handcraft or concrete products.
- k. Reserved.
- l. Celluloid manufacture or treatment.
- m. Cement, lime, gypsum, or plaster of paris manufacture.
- n. Central mixing plant for cement.
- o. Coke ovens.
- p. Cotton gins.
- q. Cottonseed oil manufacture.
- r. Creosote manufacture or treatment.
- s. Disinfectants manufacture.
- t. Distillation of bones, coal or wood.
- u. Dyestuff manufacture.
- v. Exterminator and insect poison manufacture.
- w. Emery cloth and sandpaper manufacture.
- x. Explosives or fireworks manufacture or storage.
- y. Fat rendering.
- z. Fertilizer manufacture.
- aa. Fish smoking and curing.
- bb. Forge plant.
- cc. Garbage, offal or dead animals reduction or dumping.
- dd. Gas manufacture or storage, for heating or illuminating purposes.
- ee. Glue, size or gelatine manufacture.
- ff. Hatchery.
- gg. Iron, steel, brass or copper foundry or fabrication plant.
- hh. Junk, iron or rag storage or baling.
- ii. Match manufacture.
- jj. Lampblack manufacture.
- kk. Oilcloth or linoleum manufacture.
- ll. Oiled rubber goods manufacture.
- mm. Ore reduction.
- nn. Oil or turpentine manufacture.
- oo. Paper and pulp manufacture.
- pp. Petroleum or its products, refining or wholesale storage of.
- qq. Pickle manufacturing.
- rr. Planing mills.
- ss. Potash works.
- tt. Pyroxline manufacture.
- uu. Rock crusher.
- vv. Rolling mill.
- ww. Rubber or gutta-percha manufacture or treatment but not the making of articles out of rubber.
- xx. Sauerkraut manufacture.
- yy. Salt works.
- zz. Shoe polish manufacture.
- aaa. Smelting of tin, copper, zinc, or iron ores.
- bbb. Soap manufacture other than liquid soap.
- ccc. Soda and compound manufacture.
- ddd. Stock yard or slaughter of animals or fowls.
- eee. Stone mill or quarry.
- fff. Storage yard.
- ggg. Stove polish manufacture.
- hhh. Tallow grease or lard manufacture or refining from or of animal fat.
- iii. Tanning, curing or storage of raw hides or skins.
- jjj. Tar distillation or manufacture.
- kkk. Tar roofing or water-proofing manufacture.
- lll. Tobacco (chewing) manufacture or treatment.
- mmm. Vinegar manufacture.

- nnn. Wool pulling or scouring.
- ooo. Yeast plant.

(b) *Height.* No building shall exceed in height the width of the street right-of-way on which it faces plus the depth of the front yard. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.

(c) *Area.*

(1) *Size of yards.*

- a. *Front yard.* There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "LI", except that automobile parking (including automobile dealer display parking) will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.
- b. *Side yard.* A side yard of not less than fifteen (15) feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.
- c. *Rear yard.* No rear yard is required except that a rear yard of not less than fifty (50) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. No parking, storage or similar use shall be allowed in required rear yards in district "LI" within twenty-five (25) feet of the rear property line.

(2) *Reserved.*

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

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

- (a) *Purpose.* The special use permit (SUP) provides a means for evaluating land uses identified in this chapter to ensure compatibility with adjacent properties. The intent of the special use permit process is to allow consideration of certain uses that would typically be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions.
- (b) *Application submittal and approval process.*
- (1) Application for an SUP shall be processed like an application for rezoning. An application shall not be complete and shall not be scheduled for a public hearing unless the following are submitted along with the application:
- a. A scaled development plan depicting the items listed in subsection 17-29.5(b)(2);
 - b. A metes and bounds description of the property boundary;
 - c. A narrative explaining how the property and use(s) will function;
 - d. Colored elevations of the building and other structures including dimensions and building materials;
 - e. A landscaping plan, meeting the requirements of section 6-124 of the Lewisville Code of Ordinances;
 - f. A tree survey and mitigation plan if required by section 6-125 of the Lewisville Code of Ordinances;
 - g. Detailed elevations and descriptions of proposed signage;
 - h. An exhibit illustrating any requested variances; and
 - i. Any other information, drawings, operating data or expert evaluations that city staff determines are

necessary to evaluate the compatibility criteria for the proposed use and development.

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

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

- (4) Variances from the regulations of the city's general development ordinance may be granted at the discretion of the city council as part of the SUP approval. The granting of an SUP has no effect on uses permitted by right and does not waive the regulations of the underlying zoning district.
- (5) The planning and zoning commission or the city council may require additional information or drawings, operating data or expert evaluation or testimony concerning the location and characteristics of any building or uses proposed.
- (6) Completion of a development plan for the SUP does not waive the requirement to provide an engineering site plan in accordance with the general development ordinance.

(c) *Compatibility criteria for approval.* The planning and zoning commission shall not recommend approval of, and the city council shall not grant an SUP for a use except upon a finding that the use will:

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

(d) *SUP conditions.* The planning and zoning commission may recommend and the city council may adopt reasonable conditions upon the granting

of an SUP consistent with the purpose and compatibility criteria stated in this section. The development plan, however, shall always be attached to and made a condition of the SUP. The other documents submitted with the SUP application may also be made conditions of the SUP.

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

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

approved with the specific use permit was replaced through the zoning process, then the replacement development plan becomes the original development plan. The purpose of this definition is to prevent the use of several sequential minor amendments to circumvent the zoning amendment process.

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

(f) *Compliance mandatory with written requirements.*

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

- (g) *Timing.* All development plans submitted for review will be on the city's active list for a period of 90 days from the date of each submittal. After the 90-day period, a project will be considered abandoned and removed from the file. A building permit shall be applied for and secured within 180 days from the time of approval of the special use permit, provided that the city may allow a one-time extension of the SUP for another 180 days. A SUP shall expire six months after its approval or extension date if

no building permits have been issued for the site or if a building permit has been issued but has subsequently lapsed. Work must be completed and operations commenced within 18 months of approval.

- (h) *Zoning map.* When the city council authorizes granting of a special use permit the official zoning district map shall be amended according to its legend to indicate that the affected area has conditions and limited uses, said amendment to indicate the appropriate zoning district for the approved use, and suffixed by an "SUP" designation. A log of all special use permits shall be kept by the city.
- (i) *Rescind and terminate a special use permit.* City council may rescind and terminate an SUP after a public hearing if any of the following occur:
- (1) That one or more of the conditions imposed by the SUP has not been met or has been violated.
 - (2) The SUP was obtained through fraud or deception.
 - (3) Ad valorem taxes on the property are delinquent by six months or more.
 - (4) Disconnection or discontinuance of water and/or electrical services to the property.
 - (5) Abandonment of the structure, lease space, lot or tract of land for 180 days or more. (For the purpose of this section, "abandon" shall mean to surrender occupancy by vacating or ceasing to operate or inhabit such property.)

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

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



LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

**SPECIAL USE PERMIT (SUP)
APPLICATION**

Owner/s (name):	Riyad Hossainy		
Company Name:	INI LLC		
Mailing Address:	1299 Justin Road (F.M. 407)		
Work #:	972.841.6600	Cell #:	972.841.6600
E-Mail:	riyadusa@gmail.com		
Owner Signature		Owner's Representative	Date: 10-22-17
Printed Name:	Riyad Hossainy		

Applicant/Agent (name):	Ralph Martinez		
Company Name:	RGM Architects		
Mailing Address:	2001 N. Lamar Street , Suite 280		
Work #:	214.563.6690	Cell #:	214.563.6690
E-Mail:	rgm1@rgmarchitects.com		
Applicant/Agent Signature			Date: 10-22-17
Printed Name:	Ralph Martinez		

Current Zoning:	<u> L1 (light Industrial) </u>	Requested Zoning:	<u> NONE </u>	Acres:	<u> 0.5734 ac. </u>
Legal Description (Lot/ Block/Tract/Abstract):	<u> Lot 1-B, Block A, McGee Park Addition , </u>				
Address/Location:	<u> 1299 Justin Road (F.M. 407) </u>				

Application and Sign Fees:

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

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

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

Amount Due (application & sign fee)	\$ <u> 285.00 </u>
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REQUIRED:

Fully describe the plans for the property

This site is located along F.M. 407 west of Interstate Hwy 35 at intersection with McGee Lane.

The address is 1299 Justin Road , approx. 2 blocks west of I-35 The site consists of commercial Development on east, west, south and north of site. The existing land use is auto maintenance

and auto oil and lube. The proposed retains the existing use and adds general repair in the stalls

currently used as car wash. The existing car vacuum building has 6 stalls that will converted to 6 car

parking stalls by removing vacuum stations. The stalls will remain open for covered parking. Total site

parking will be 25. The 6 existing car wash stalls will be converted to 6 auto maintenance and repair

Stalls. These stalls are open and will renovated to add 10'x10' overhead doors front and rear.

Existing sand pits will be piped together to drain together to sewer line. The stall openings will have brick infill to create an exact opening for the O.H. Doors. Refer to elevation drawings.

All existing brick is will remain and be cleaned to restore original color. All existing roof is clay tile mission style shingle and be repaired and cleaned to restore its original color. The existing canvas canopy removed and replaced with new canvas canopy.

NOTE:

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

NOTE: The Survey Site Plan by RPLS is included as Sheet A102 for all metes and bounds.

NOTE: The surrounding property zoning is indicated on site plan sheets A100 and A101.

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR MINOR AUTOMOBILE SERVICES, ON APPROXIMATELY 0.572 ACRES, LEGALLY DESCRIBED AS LOT 1-B, BLOCK A, MCGEE PARK ADDITION, LOCATED AT 1299 JUSTIN ROAD AND ZONED LIGHT INDUSTRIAL DISTRICT (LI); PROVIDING FOR A REPEALER, SEVERABILITY, PENALTY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made requesting approval of a Special Use Permit for minor automobile services by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by state statutes and the Zoning Ordinances of the City of Lewisville, Texas; and said Planning and Zoning Commission has recommended that the Special Use Permit on the 0.572-acre tract, as described in the attached Exhibit “A” (the “Property”), be **approved**; and

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

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

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

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

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

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

1. in compliance with the narrative; site plan; building elevations and sign detail; and landscape plan, attached hereto as Exhibit “B”; and
2. in accordance with all federal, state, and local laws and regulations.

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

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

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

1. One or more of the conditions imposed by the Special Use Permit have not been met or have been violated.
2. The Special Use Permit was obtained through fraud or deception.

3. Ad valorem taxes on the property are delinquent by six months or more.
4. Disconnection or discontinuance of water and/or electrical services to the property.
5. Abandonment of the structure, lease space, lot, or tract of land for 180 days or more.

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

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

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

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

SECTION 11. EMERGENCY. It being for the public welfare that this Ordinance be passed creates an emergency and public necessity and the rule requiring this Ordinance be read on three separate occasions be, and the same is hereby, waived and this Ordinance shall be in full

force and effect from and after its passage and approval and publication, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19TH DAY OF MARCH, 2018.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Property Description

Exhibit B
Narrative
Site Plan
Building Elevations and Sign Detail
Landscape Plan

NARRATIVE OF PROPOSED LAND USE - KWIK KAR OIL AND LUBE

NOTE: Please refer to SUP request letter

Existing Land Use

This site is located along F.M. 407 west of Interstate Hwy 35 at the intersection of Justin Road and McGee Lane in the City of Lewisville. The site consists of a commercial development for the servicing of vehicular maintenance such as oil and lube and minor automobile repairs.

The existing facility is a single story brick facade building with 3 uses. The main portion on the west side of the building has a use of auto oil and lube service. It accommodates 4 stalls for oil and lube with an office and customer waiting area.

The section on the east side is attached and has the use of vehicular car washing. It accommodates 6 stalls for auto car wash service.

The west and east buildings have different functions but are under one roof and function as one building. The building has two uses under one roof.

The rear building functions as a car vacuum facility with 5 open air stalls with vacuum stations.

Proposed Land Use

The proposed land use is to maintain the west portion as an oil and lube auto service and convert the east portion into 6 minor auto repair service stalls.

There will be minor modifications to convert the east side to auto repair. The existing stall openings will be enclosed by installing overhead doors each stall at front and rear openings. The O.H. Doors will be 10 feet wide and 10 feet high. Modifications will be done to openings to accommodate the new doors. The existing façade will have new appearance due to installation of the new O.H. doors, refinishing of the existing brick and adding decorative stone. The interior spaces will be refinished to comply to 2015 IBC for the City of Lewisville. The façade will be rehabilitated by power washing existing brick and restoring to new condition.

Proposed Building Facade

The existing facade of the building will be updated by adding additional color to roof and brick.

The existing mission clay tile roof shingles will remain and be repaired, restored and refinished to make a new appearance. The existing brick facade to be updated by cleaning, repairing, repointing and restoring to make new In appearance.

The canopy of the west portion will be removed and replaced new with updated colors.

Proposed Signage

The existing pole mounted sign will be removed and a new monument sign will be constructed to as part of this SUP.

The existing building facade mounted signage to be updated as part of this SUP.

Proposed Parking

The parking requirement of 1 car for 200 square feet of floor area will be utilized to comply to the planned parking ordinance. A total of 25 parking stalls will be designed as requested by planning committee during pre-development meeting. We propose a maximum parking accomodation of 25 cars.

The North Building

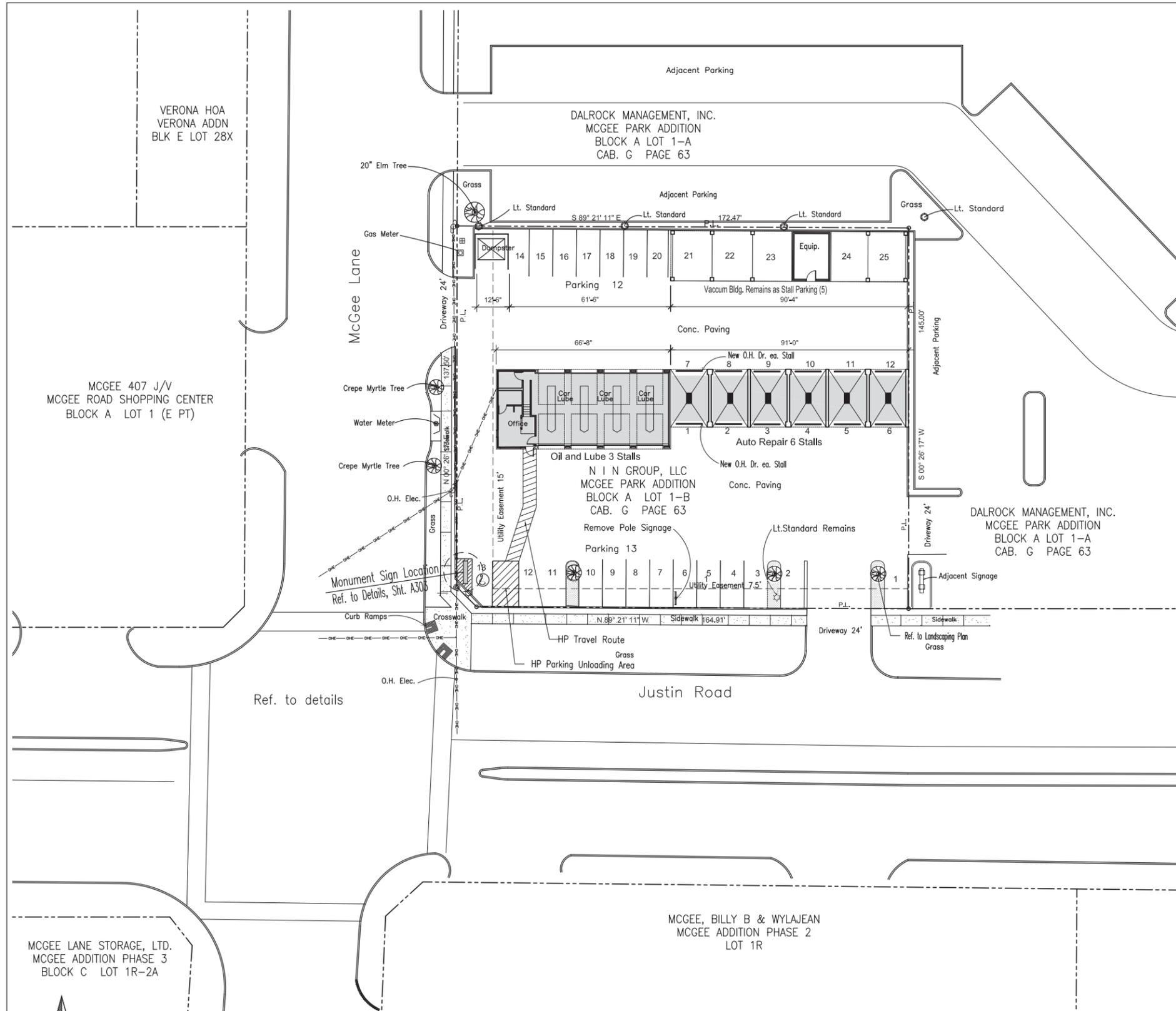
The existing north building is currently used as a car vaccum facility. The building accommodates 5 cars in 5 existing open-air stalls. We propose to remove the existing car vaccum stations and repair floor slab to make smooth surfaces to accommodate parking as proposed.

The brick façade will be power cleaned and restored to new appearance. Interior surfaces will be rehabilitated to new condition and in compliance to the 2015 IBC building code.

Proposed Landscaping

Three parking islands will be constructed to allow planting of parking lot trees as required by the landscape ordinance of the City of Lewisville. Existing shrubs and grass will remain and be used to comply to landscaping ordinance.

Project Data - Kwik Kar Oil and Lube



Project Narrative - Kwik Kar Oil and Lube
 1299 Justin Road
 Lewisville, Texas

Narrative

Existing Land Use
 This site is located along F.M. 407 west of Interstate Hwy 35 at the intersection of Justin Road and McGee Lane in the City of Lewisville. The site consists of a commercial development for the servicing of vehicular maintenance for oil and lube and minor automobile repairs.

The existing facility is a brick facade building with 2 uses. The portion of the building on the west side has a use for auto oil and lube service. It accommodates 4 stalls for oil and lube with an office and customer waiting area. The building on the east side has the use of car wash. It accommodates 6 stalls for auto car wash service. The building has two uses under one roof.

Proposed Land Use
 The proposed land use is to maintain the west portion as an oil and lube auto service and convert the east portion into 6 minor auto repair service stalls.

There will be minor modifications to convert the east side to auto repair. The existing open stalls will be enclosed by installing 2 overhead doors each stall. The O.H. Doors will be 10 feet wide and 10 feet high. Modifications will be made to interior of each stall to comply with the 2015 IBC building code.

Proposed Building Facade
 The existing facade of the building will be updated by adding additional color to roof and brick. The existing mission clay tile roof shingles will remain and be repaired, restored and refinished to make a new appearance. The existing brick facade to be updated by cleaning, repairing and repointing to make new in appearance. The canopy will be removed and replaced new with updated colors.

Proposed Signage
 The existing pole mounted sign will be removed and a new monument sign will be constructed to comply with the updated planning ordinance for signage. The existing building facade mounted signage to be updated to comply with the current planning ordinance.

Proposed Parking
 The parking requirement of 1 car for 200 square feet of floor area will be planned according to the current planning parking ordinance. We propose a maximum parking accommodation of 25 cars. The existing building on the north side will be renovated to accommodate automobile parking in lieu of car vacuum stations. The car vacuum pumps are to be removed to accommodate parking.

Proposed Landscaping
 Three parking islands will be constructed to allow planting of parking lot trees as required by the landscape ordinance of the City of Lewisville.

Project Data - Kwik Kar Oil and Lube

Project Address	1299 Justin Road / F.M. 407
Project Name	Kwik Kar Oil and Lube
Legal Description	Lot 1-B / Block A - McGee Park Addition
Site Area	24.979,8040 s.f. (0.572 Ac.)
Building Area	4,014 s.f.

Parking	
Parking Ratio Required	1 car / 200 s.f. floor area
Parking Required	20 Cars
Parking Provided	25 Cars



OWNER INFORMATION	
INI, LLC Riyad Hossainy Lewisville, Texas 75077 Voice: 972.841.6600 Fax: 888.746.8844	
DATED ISSUED - October 22, 2017	



REVISIONS		
No.	DATE	DESCRIPTION

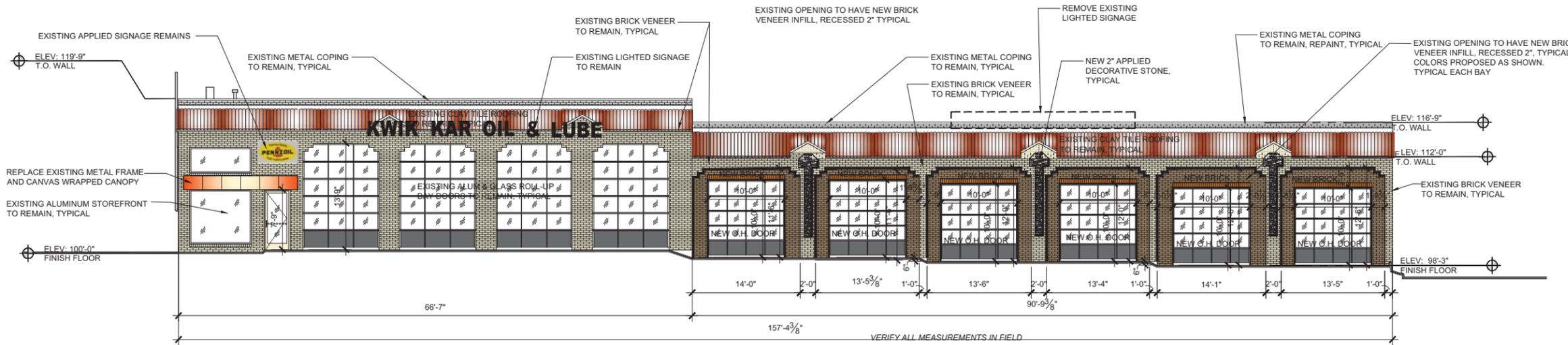
0.5734 ACRES OF LAND, BEING LOT 1-B, IN BLOCK A, OF MCGEE PARK, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN / UNDER VOLUME G, PAGE 63, MAP / PLAT RECORDS, DENTON COUNTY, TEXAS.

SHEET TITLE
OVERALL PROPOSED SITE PLAN



PLANS, ELEVATIONS, AND DETAILS
 of
KWIK KAR LUBE AND AUTO REPAIR
 1299 Justin Road (F.M.407)
 Lot 1-B, Block A, McGee Park Addition
 City of Lewisville, Denton County, Texas
 0.5734 Acres
 Zoned LI - Light Industrial

SHEET NUMBER
A101



SOUTH BUILDING FACADE	
FRONT (SOUTH) BUILDING ELEVATION FACADE	2,271 S.F.
WINDOW AND DOORS AREA	- 1,241 S.F.
REMAINING FACADE	1,035 S.F.
PERCENTAGE OF REMAINING FACADE MASONRY	100

01 PROPOSED FRONT SOUTH ELEVATION - AUTO OIL AND LUBE AND GENERAL REPAIR BLDG - NEW COLORS PROPOSED AS SHOWN

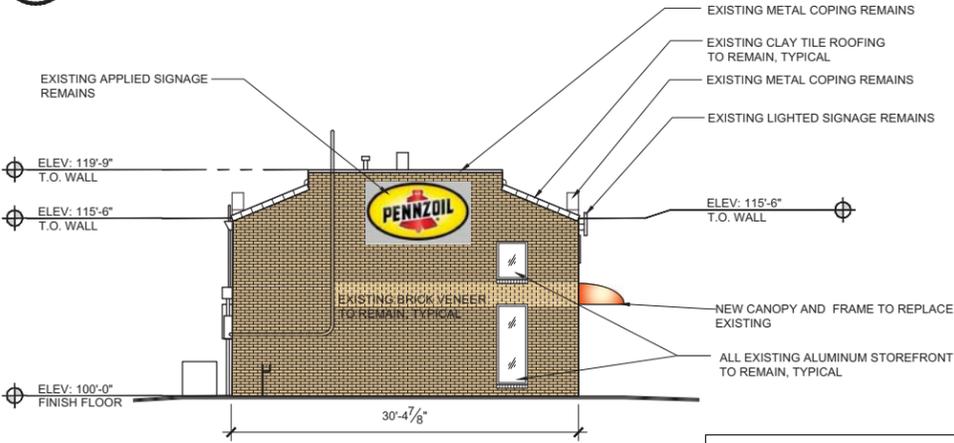
SCALE: 1/8" = 1'-0"

NORTH BUILDING FACADE	
REAR (NORTH) BUILDING ELEVATION FACADE	2,271 S.F.
WINDOW AND DOORS AREA	(-) 1,148 S.F.
REMAINING FACADE	1,035 S.F.
PERCENTAGE OF REMAINING FACADE MASONRY	100

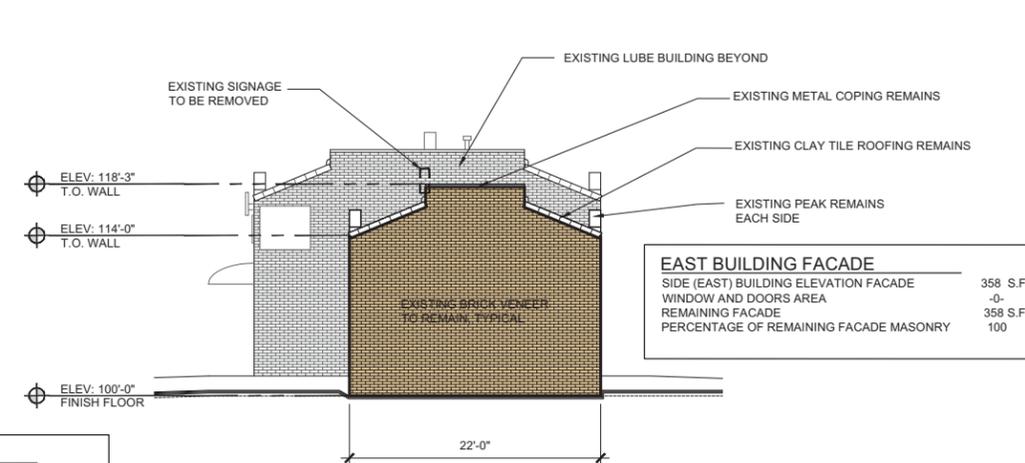


02 PROPOSED REAR NORTH ELEVATION - AUTO OIL AND LUBE AND GENERAL REPAIR BLDG - NEW COLORS PROPOSED AS SHOWN

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



WEST BUILDING FACADE	
SIDE (WEST) BUILDING ELEVATION FACADE	551 S.F.
WINDOW AND DOORS AREA	28 S.F.
REMAINING FACADE	523 S.F.
PERCENTAGE OF REMAINING FACADE MASONRY	100



EAST BUILDING FACADE	
SIDE (EAST) BUILDING ELEVATION FACADE	358 S.F.
WINDOW AND DOORS AREA	-0-
REMAINING FACADE	358 S.F.
PERCENTAGE OF REMAINING FACADE MASONRY	100

03 PROP SIDE WEST ELEV - AUTO OIL AND LUBE BLDG

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

04 PROP SIDE EAST ELEV - AUTO GENERAL REPAIR BLDG

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

OWNER INFORMATION		
INI, LLC Riyad Hossainy Lewisville, Texas 75077 Voice: 972.841.6600 Fax: 888.746.8844		
DATED ISSUED - October 22, 2017		
REVISIONS		
No.	DATE	DESCRIPTION



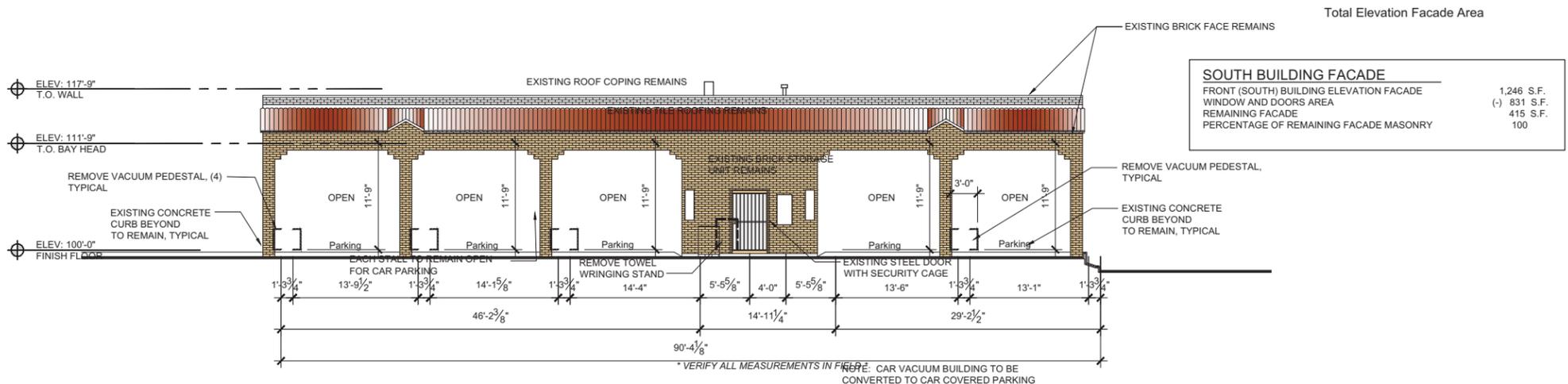
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SHEET TITLE
PROPOSED BUILDING ELEVATIONS

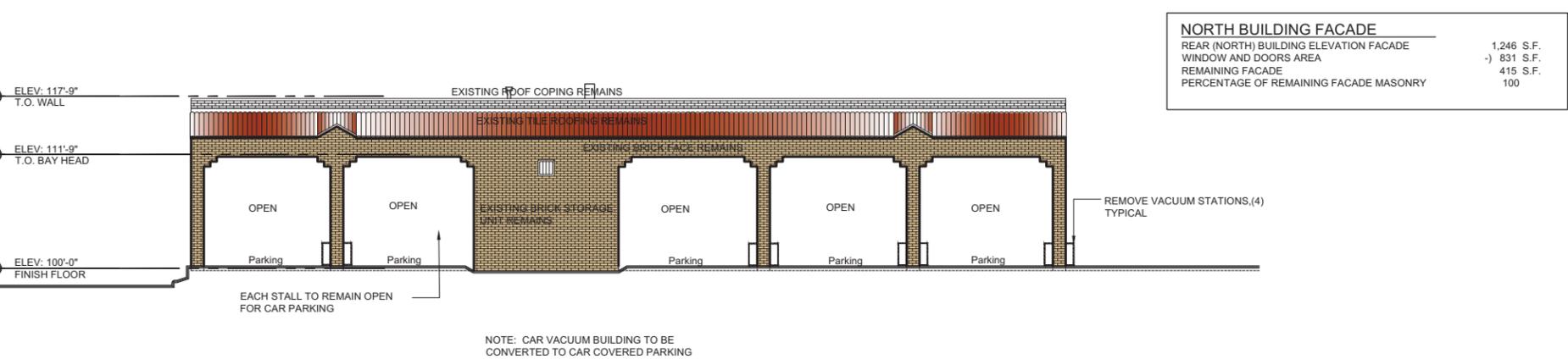


KWIK KAR LUBE AND AUTO REPAIR
1299 Justin Road (F.M.407)
Lot 1-B, Block A, McGee Park Addition
City of Lewisville, Denton County, Texas
0.5734 Acres
Zoned LI - Light Industrial

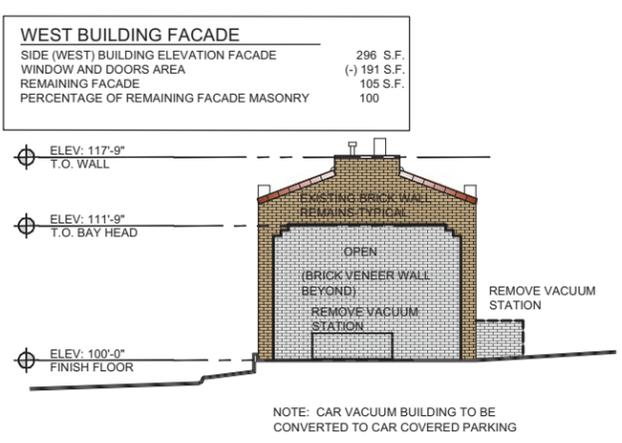
SHEET NUMBER
A302



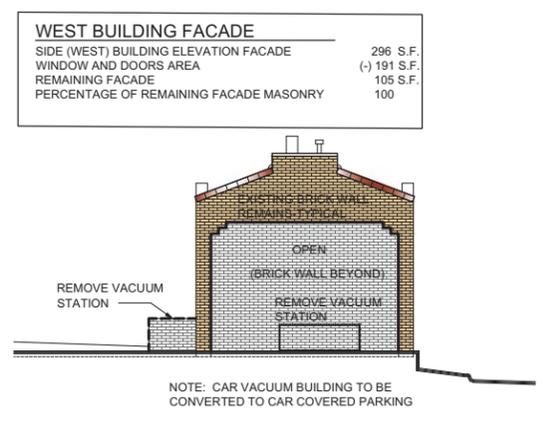
01 FRONT SOUTH ELEVATION - PARKING BUILDING
SCALE: 1/8" = 1'-0"



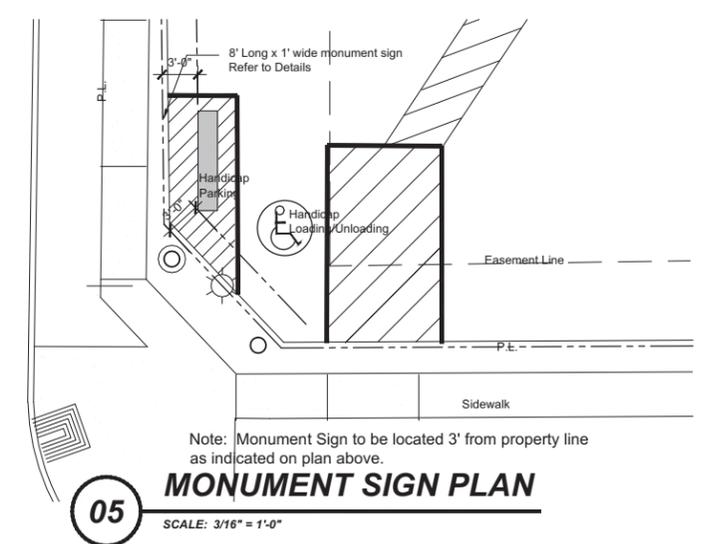
02 REAR NORTH ELEVATION - PARKING BUILDING
SCALE: 1/8" = 1'-0"



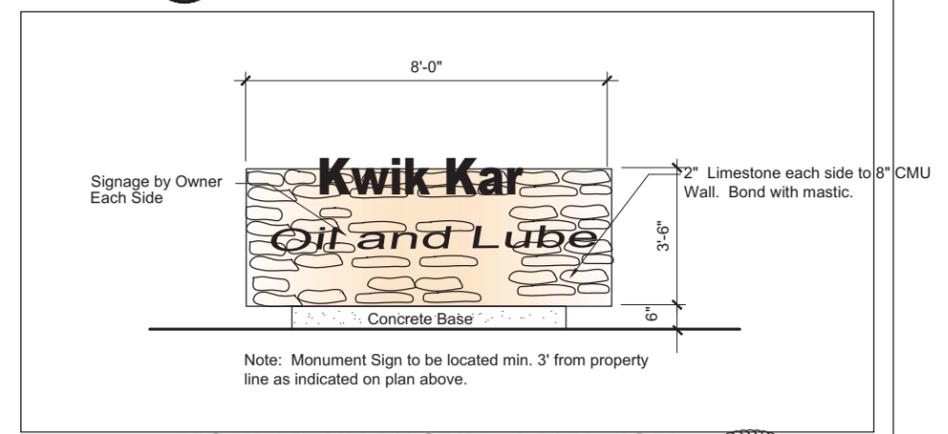
03 WEST ELEV - PARKING BUILDING
SCALE: 1/8" = 1'-0"



04 EAST ELEV - PARKING BUILDING
SCALE: 1/8" = 1'-0"



05 MONUMENT SIGN PLAN
SCALE: 3/16" = 1'-0"



06 MONUMENT FRONT ELEVATION
SCALE: 1/2" = 1'-0"



OWNER INFORMATION			VICINITY MAP LOCATION		
INI, LLC Riyadh Hossainy Lewisville, Texas 75077 Voice: 972.841.6600 Fax: 888.746.8844					
DATED ISSUED - October 22, 2017					
REVISIONS					
No.	DATE	DESCRIPTION			

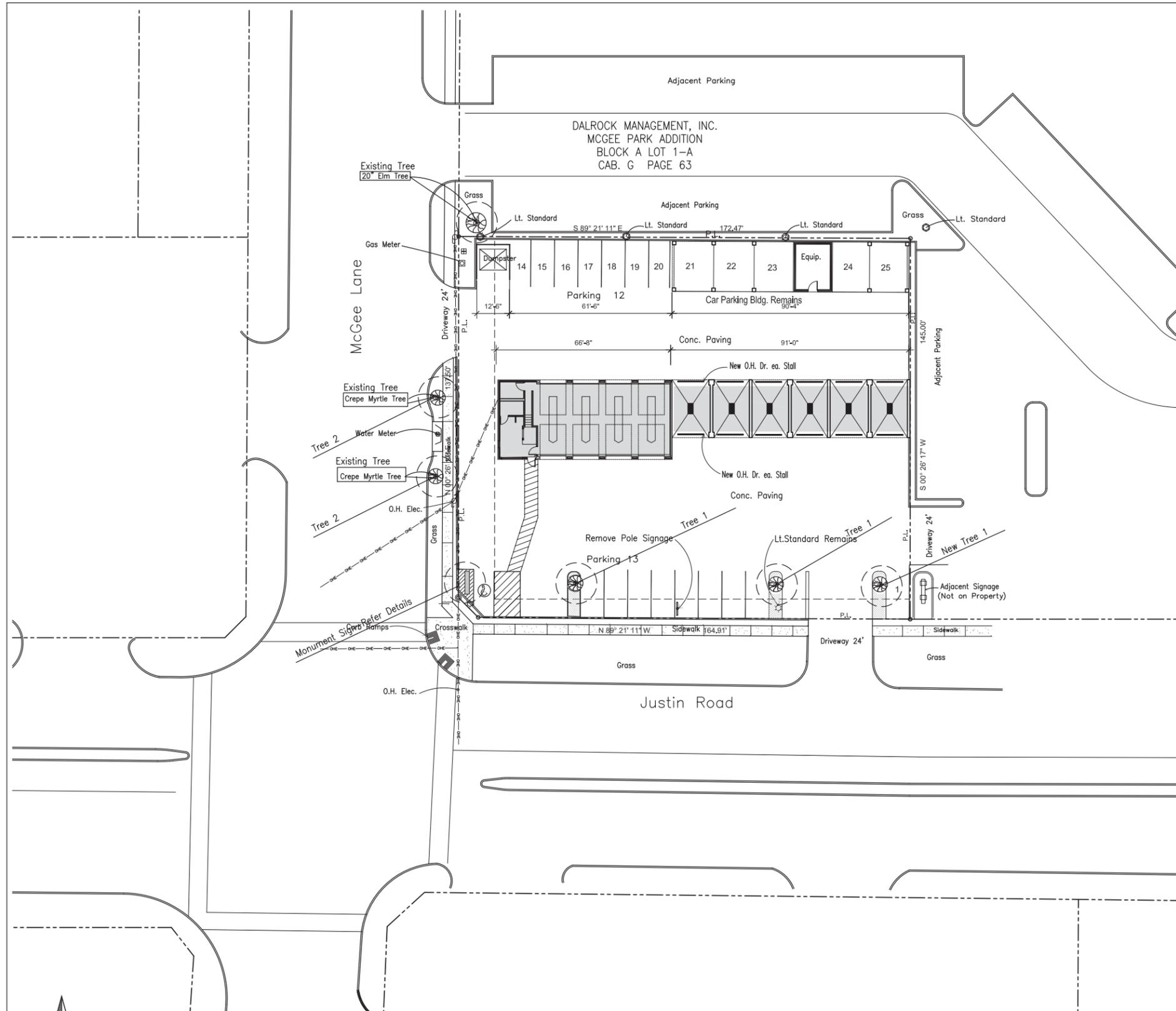
0.5734 ACRES OF LAND, BEING LOT 1-B, IN BLOCK A, OF MCGEE PARK, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN / UNDER VOLUME G, PAGE 63, MAP / PLAT RECORDS, DENTON COUNTY, TEXAS.

SHEET TITLE
PROPOSED BUILDING ELEVATIONS



KWIK KAR LUBE AND AUTO REPAIR
1299 Justin Road (F.M.407)
Lot 1-B, Block A, McGee Park Addition
City of Lewisville, Denton County, Texas
0.5734 Acres
Zoned LI - Light Industrial

SHEET NUMBER
A303



Landscaping Notes

1299 Justin Road
 Lewisville, Texas

Landscaping scope of work will include the use of three existing Crepe Myrtle trees along McGee Lane and planting of three new trees in the parking islands along Justin Road.

Parking areas will be redesigned to accommodate 25 parking spaces and three parking island trees to comply with of planning requirements for SUP application.

The existing facility is a brick facade building with 2 uses. The portion of the building on the west side has a use for auto oil and lub service. It accommodates 4 stalls for oil and lube with an office and customer waiting area. The building on the east side has the use of car wash. It accommodates 6 stalls for auto car wash service. The building has two uses under one roof.

Parking Islands
 Three new parking islands will be constructed along the Justin Road parking area size 5 feet wide and 18 feet long. Each parking island to have a tree as specified in the planting schedule and grass ground cover.

Parking Islands will have a concrete curb and be planted with planting beds to accommodate the new landscaping.

Parking Areas
 Parking areas will be modified to show location of new parking and landscaped areas. New parking areas will be re-stripped and new ADA Parking loading and access routing will be re-stripped to accommodate new ADA access.
 Twelve parking stalls including ADA parking will be along Justin Road and Thirteen stalls in rear parking areas.

Proposed Signage
 The existing pole mounted sign will be removed and a new monument sign will be constructed to comply with the updated planning ordinance for signage. Refer to details.

Proposed Parking
 The parking requirement of 1 car for 200 square feet of floor area will be planned according to the current planning parking ordinance. We propose a maximum parking accommodation of 25 cars. The existing building on the north side will be renovated to accommodate automobile parking in lieu of car vacuum stations. The car vacuum pumps are to be removed to accommodate parking.

Existing Landscaping
 The existing Crepe Myrtle trees along McGee Lane will remain and the adjacent grass ground cover will remain.
 The existing Elm tree indicated on plan is on adjacent property and will not apply to this SUP landscaping requirements.

Landscape Schedule						
TYPE	NEW	EXIST. QTY.	NAME	SIZE	LOCATION	REMARKS
Tree 1	X	3	Chinese Pistachio	1/2 Cal.	Parking Islands	Plant in 3 Parking Islands
Tree 2	X	2	Crepe Myrtle	Multi Trunk	West Buffer	Along McGee Lane
Ground Cover			Burmuda Grass			Provide Sod



OWNER INFORMATION

INI, LLC
 Riyad Hossainy
 Lewisville, Texas 75077
 Voice: 972.841.6600
 Fax: 888.746.8844

DATED ISSUED - October 22, 2017

REVISIONS

No.	DATE	DESCRIPTION



0.5734 ACRES OF LAND, BEING LOT 1-B, IN BLOCK A, OF MCGEE PARK, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN / UNDER VOLUME G, PAGE 63, MAP / PLAT RECORDS, DENTON COUNTY, TEXAS.

SHEET TITLE

PROPOSED LANDSCAPING SITE PLAN



PLANS, ELEVATIONS, AND DETAILS
 of
KWIK KAR LUBE AND AUTO REPAIR
 1299 Justin Road (F.M.407)
 Lot 1-B, Block A, McGee Park Addition
 City of Lewisville, Denton County, Texas
 0.5734 Acres
 Zoned LI - Light Industrial

SHEET NUMBER

A102

MEMORANDUM

TO: Donna Barron

FROM: Stacie Anaya, Director

DATE: March 5, 2018

SUBJECT: **Public Hearing: Consideration of the Adoption of the Parks, Recreation and Open Space Master Plan Update**

BACKGROUND

The Parks & Recreation Department has been working with Halff Associates to complete an update to the Parks, Recreation and Open Space Master Plan since September 2017.

The City Council selected two members to serve on the Master Plan Steering Committee in September – Councilmen Troyer and Daniel. William Shull and Jim Collier as well as Karen Locke and Kristin Green from the Vision 2025 Committee joined the councilmen on the committee.

On October 11, 2017 Halff led a day-long visioning effort to collect information from the Steering Committee, PRAB, City staff members, Department Stakeholders (such as league representatives, LLELA volunteers, etc.) and public house attendees regarding park and trail development and maintenance needs for the next 3-5 years. Input was also collected from the public in the form of on-line surveys during the months of October and November, as well as surveys distributed at the Western Days event in September. Over 550 people participated in the online survey and over 60 people responded to the survey at Western Days.

Based on the input gathered during these meetings and surveys, the following goals and objectives were developed:

1. Support the “Big Moves” included in the Lewisville 2025 vision plan.
 - a. Extend the Green by enhancing existing facilities and by adding parks, recreation and open space in underserved areas.
 - b. Identify opportunities for green space within the Small Area Plan focus areas.
2. Create a balance between preserving natural areas and providing access for residents and visitors.
 - a. Acquire and preserve land along creeks and the Elm Fork of the Trinity River to enhance the “Green Centerpiece”.
 - b. Work with partners to make LLELA more accessible while also maintaining the natural aspects.
3. Utilize sustainable practices for developing and maintaining parks and recreation facilities.
 - a. Create sustainable areas in parks such as butterfly way stations, low-maintenance design techniques and native plants.

- b. Regularly review the staffing and operating budget, as well as Park Dedication Ordinance structure to reflect the true costs of land and park development.
4. Develop a connected trail and bikeway system that provides linkages to parks, trails and areas of interest within the city and to other communities.
 - a. Secure funding for high-priority trail and bikeway projects identified in the Trails Master Plan.
 - b. Coordinate with regional planning efforts, developers and surrounding cities on trail planning efforts.
 - c. Improve pedestrian connections and develop additional parkland so that all residents are within a ten-minute walk to a park.
5. Provide a variety of park and recreation facilities and programs to meet the changing needs and desires of citizens of Lewisville.
 - a. Distinguish Lewisville from other communities by highlighting the rich history and cultural diversity.
 - b. Be flexible in programming facilities and activities to account for changing trends and interests.
6. Promote Lewisville's parks and recreation facilities through communications and marketing efforts to encourage use by residents and visitors.
 - a. Utilize modern engagement techniques to promote parks and recreation programs and activities.
 - b. Coordinate marketing efforts with partners to ensure a cohesive message (LLELA, LISD, USACE, etc.)

Halff then performed a needs assessment and analysis of the current park system to determine where gaps in spaces and services need to be addressed in order to meet the goals and objectives listed above.

ANALYSIS

Parks were categorized by classification according to size, amenities and usage. The classification system included the following: pocket, neighborhood, community, regional, special purpose (ex: Wayne Ferguson Plaza) and linear parks. Halff analyzed the service areas for each category of park and identified areas where parks, trails or easier connections need to be developed. This included an assessment of how many of our residents are within a 10-minute Walk to a Park.

Halff and the team at the Parks & Recreation Department, utilized the assessment and input gathered during stakeholder meetings and surveys to create a list of recommendations and action steps to bridge any gaps in service identified in the plan.

These recommendations include:

- Modernizing existing parks with new amenities and programs
- Continuing to develop a City-wide network of multi-use trails
- Creating access points along the Elm Fork of the Trinity River
- Construction of new parks, trails and open space in underserved areas

- Incorporating sustainable areas within parks
- Developing the Valley Vista property into a nature park
- Resurfacing tennis courts at Sun Valley and coordinate expanded access to LISD tennis facilities
- Constructing the nature center at LLELA
- Incorporating parks, trails, recreation and open space as identified in small area plans.
- Acquiring land to serve as pocket parks in Old Town
- Renovating and modernizing Frederick P. Herring Recreation Center
- Renovating and updating the Hedrick House
- Updating technology and furniture components in the J. Glenmore Savage Sr. Community Room
- Hiring a park planner/landscape architect.

The plan provides cost estimates and prioritization levels for each of the action steps. On January 10, 2018, Halff Associates presented a preliminary draft of the updated goals and action steps to the Master Plan Steering Committee, Staff and the Parks & Recreation Advisory Board. All parties provided input and recommended moving forward with to the final report.

On February 19 and February 20, Lenny Hughes from Halff Associates and Stacie Anaya made presentations to City Council and the Planning & Zoning Boards, respectively, to brief each on the updated goals and objectives of the master plan. Both groups were receptive to the update and provided positive feedback.

The Parks & Recreation Advisory Board and the Lewisville 2025 Committee approved the update at a joint meeting held on March 14. Once the city council has approved the plan, a copy will be sent to the Texas Parks & Wildlife Department for final approval and acceptance.

A full copy of the updated report has been provided for your review.

RECOMMENDATION

City Staff recommends the City Council the update to the Parks, Recreation and Open Space Master Plan as presented.



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

THE CITY OF LEWISVILLE PARKS, RECREATION & OPEN SPACE

MASTER PLAN UPDATE

MARCH 2018 DRAFT



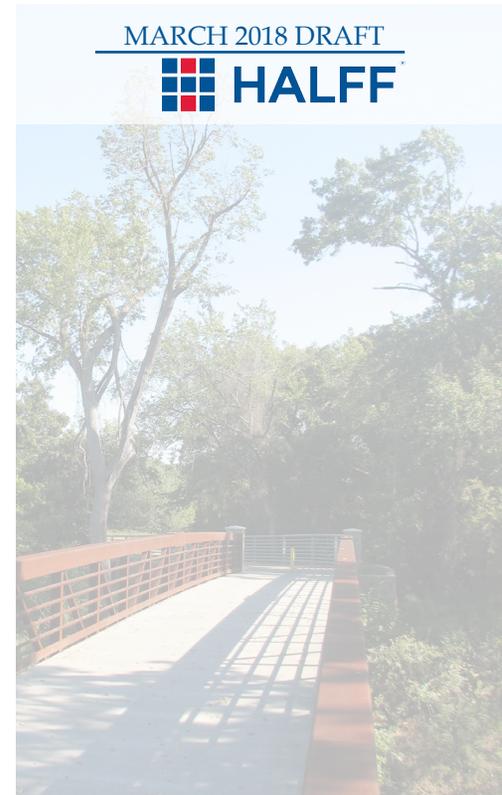


LEWISVILLE
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THE CITY OF LEWISVILLE PARKS, RECREATION & OPEN SPACE

MASTER PLAN UPDATE

MARCH 2018 DRAFT



Acknowledgements

The following individuals are recognized for their significant contributions to the preparation of the Lewisville Parks, Recreation, and Open Space Master Plan Update.

City Council

Mayor Rudy Durham
Councilman Bob Troyer, Place 1
Councilman R. Neil Ferguson, Place 2
Councilman TJ Gilmore, Place 3
Councilman Brandon Jones, Place 4, Deputy Mayor
Pro Tem
Councilman Brent Daniels, Place 5, Mayor Pro Tem

Park and Recreation Advisory Board

Cindy Meridith, Place 1
William Shull, Place 2
Richard Oropeza, Place 3
Jon Dahlvig, Place 4
Robert Solete, Place 5, Chairman
James Collier, Place 6
Michael Pope, Place 7
David Adkisson, Place 8
Cally Browning, Place 9, Vice-Chair

Park Master Plan Steering Committee

Brent Daniels, City Council
Bob Troyer, City Council
James Collier, Park and Recreation Advisory Board
William Shull, Park and Recreation Advisory Board
Karen Locke, Vision 2025 Committee
Kristin Green, Vision 2025 Committee

City Staff

Donna Barron, City Manager
Eric Ferris, Deputy City Manager
Stacie Anaya, Director of Parks and Recreation
Omotayo Ajayi, Parks Manager
Hilary Boen, Recreation Manager
Lisa Cole, LLELA Education Coordinator

Consultant Team - Half Associates

Lenny Hughes, PLA
Kendall Howard, AICP
Letora Anderson
Mark Witte



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A paved path leads through a wooded area. On the left, there is a curved stone wall. The path is surrounded by trees and greenery. The scene is brightly lit, suggesting a sunny day.

INTRODUCTION

1



BACKGROUND & PURPOSE

The **2018 Lewisville Parks, Recreation, and Open Space Master Plan** serves as an update to the 2011 Lewisville Parks, Recreation, and Open Space Vision Plan which was developed to identify needs and provide guidance for the continued development of Lewisville's parks, recreation, and open space system. In general, communities in Texas update their park master plans every five years to reflect changing needs and trends and to remain eligible for park development grant opportunities. Additionally, since the 2011 plan was adopted, the City has gone through a strategic visioning process called Lewisville 2025 Vision Plan which defines what the City would like to look like in the year 2025. This master plan update incorporates key elements of the Lewisville 2025 plan related to parks, recreation, and open space.

The specific objectives of the plan update are the same as the 2011 plan:

- **IDENTIFY** the **NEED** for additional parks and recreation facilities;
- **EVALUATE** the **SPATIAL LOCATION** of Lewisville's parks and recreation facilities and **RECOMMEND MEASURES** to ensure a balanced distribution of facilities within the City;
- **GUIDE CITY OFFICIALS** and **CITY STAFF** in acquiring land to meet current and future park, open space, and facility needs;
- **RECOMMEND** and **PRIORITIZE** key park, recreation, and open space **IMPROVEMENTS** so that the most significant deficiencies are addressed;
- **GUIDE CITY STAFF** and **CITY LEADERS** in determining where and how funding should be allocated over the next five to ten years;
- **IDENTIFY OPPORTUNITIES** and **RECOMMEND** appropriate **MEASURES** for improving quality of life within the City; and
- **PROVIDE** a **PLAN** which is consistent with the funding and grant requirements for the Texas Parks and Wildlife Department.

PLANNING PROCESS

In the Fall of 2017, the City of Lewisville initiated this update to the parks master plan and contracted with Halff Associates (referred to as the 'project team') to provide technical assistance and guidance for the park system analysis, public input process, and resulting recommendations. The recommendations and priorities included in this plan update are based on stakeholder and citizen input that was collected over the course of eight months. **Figure 1.1** depicts the process that the project team followed to develop the plan update.

At the outset of the process, the City established a Steering Committee made up of council members, planning & zoning commission members, and Lewisville 2025 committee members to serve as a reviewing body for the plan update. This group met at the beginning of the process during a visioning session and towards the end to review the preliminary recommendations.

As shown in **Figure 1.1**, the first major step was to establish existing conditions in Lewisville. The project team assessed demographic changes and also reviewed relevant plans and progress that had been made to the parks and recreation system since the 2011 plan. Next, the team conducted visioning sessions for the plan update and met with staff, Park Board, the Steering Committee, special interest groups, and citizens to establish the vision for the future of parks, recreation, and open space in Lewisville. An online survey was also conducted to seek input from residents on priorities for future Parks and Recreation Department actions.





After the initial public involvement series, the project team conducted a needs assessment to determine where there are deficiencies in accessing parks. Next, the team developed preliminary recommendations for improving existing facilities and identifying future facilities based on the public input, needs assessment, and progress that had been made since the 2011 plan. These recommendations were then reviewed and refined by staff, Park Board, the Steering Committee, and citizens. The project team then prioritized the recommendations to come up with an updated implementation action strategy. In February 2018, the plan approval process was initiated and the plan update was adopted by the City Council in March 2018.

This plan update is organized into four chapters:

INTRODUCTION (CHAPTER 1)

The first chapter defines the purpose of the plan update, describes the planning process, and defines the vision and goals as determined by the stakeholder and public input process.

COMMUNITY CONTEXT (CHAPTER 2)

The next chapter provides context about Lewisville today, including natural resources, demographics, and parks and recreation trends. An overview of previous related plans and results of the public input process are also described.

PARKS, RECREATION, AND OPEN SPACE (CHAPTER 3)

The third chapter includes an inventory of the existing parks system, assesses the need for additional facilities in the system, and provides recommendations to improve and expand the parks system.

IMPLEMENTATION (CHAPTER 4)

The final chapter provides a detailed action plan that prioritizes actions for the city to pursue that would help realize the park system recommendations.

VISION & GOALS

The 2011 plan identified '**Active Adventure... Creative Connections**' as its overarching vision with four accompanying goals:

GOAL 1

Provide parkland and a variety of recreation facilities and programs to meet the changing needs and desires of the City of Lewisville's population.

GOAL 2

Preserve and embrace Lewisville's open spaces, cultural landscapes, and natural resources as unique and character-defining elements of the City.

GOAL 3

Celebrate Lewisville's cultural and geographic diversity through the parks, recreation, and open space system.

GOAL 4

Ensure the economic, ecological, and social sustainability of Lewisville's parks, recreation, and open space system.



For the 2018 plan update, the project team worked with staff and stakeholders to update the goals to be more relevant to Lewisville today. There are six total goals that are meant to be broad, aspirational statements. Each goal has two or three objectives, which represent more specific, actionable items to help achieve the goal. The implementation action plan found in **Chapter 4** includes references to the related goals and objectives.

GOAL 1
Support the 'Big Moves' included in the Lewisville 2025 Vision Plan.

- ✓ **Objective 1A**
Extend the green by enhancing existing facilities and by adding parks, recreation, and open space in underserved areas.
- ✓ **Objective 1B**
Identify opportunities for green space within the Small Area Plan focus areas.

GOAL 2
Create a balance between preserving natural areas and providing access for residents and visitors.

- ✓ **Objective 2A**
Acquire and preserve land along creeks and the Elm Fork of the Trinity River to enhance the Green Centerpiece.
- ✓ **Objective 2B**
Work with partners to make LLELA more accessible while also maintaining the natural aspects.

GOAL 3
Utilize sustainable practices for developing and maintaining parks and recreation facilities.

- ✓ **Objective 3A**
Create sustainable areas in parks such as butterfly way stations, low-maintenance design techniques, and native plants.
- ✓ **Objective 3B**
Regularly review the staffing and operating budget as well as the Park Dedication Ordinance structure to reflect the true costs of land and park development.

GOAL 4
Develop a connected trail and bikeway system that provides linkages to parks, trails, and areas of interest within the city and to other communities.

- ✓ **Objective 4A**
Secure funding for high-priority trail and bikeway projects identified in the Trails Master Plan.
- ✓ **Objective 4B**
Coordinate with regional planning efforts, developers, and surrounding cities on trail planning efforts.
- ✓ **Objective 4C**
Improve pedestrian connections and develop additional parkland so that all residents are within a ten minute walk to a park.

GOAL 5
Provide a variety of park and recreation facilities and programs to meet the changing needs and desires of citizens of Lewisville.

- ✓ **Objective 5A**
Distinguish Lewisville from other communities by highlighting the rich history and cultural diversity.
- ✓ **Objective 5B**
Be flexible in programming facilities and activities to account for changing trends and interests.

GOAL 6
Promote Lewisville's parks and recreation facilities through communication and marketing efforts to encourage use by residents and visitors.

- ✓ **Objective 6A**
Utilize modern engagement techniques to promote parks and recreation programs and activities.
- ✓ **Objective 6B**
Coordinate marketing efforts with partners to ensure a cohesive message (LLELA, LISD, USACE, etc.)





COMMUNITY CONTEXT

2

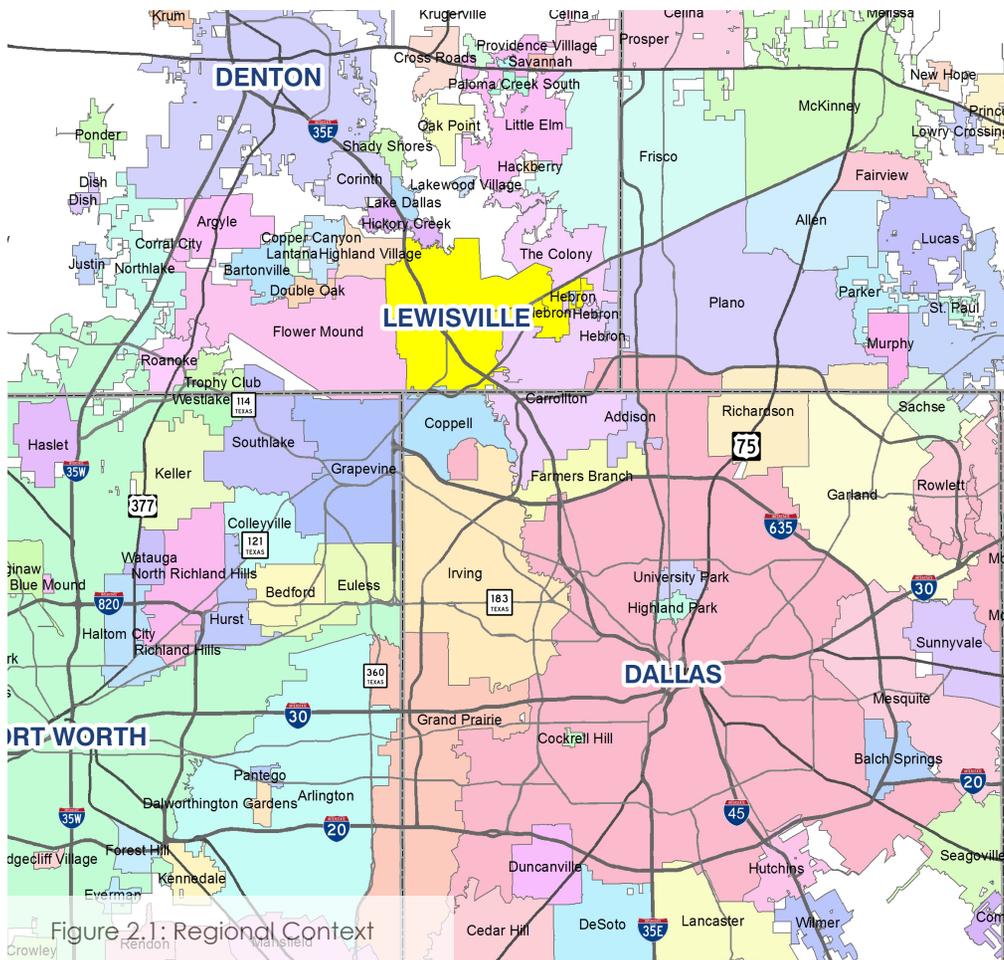


Figure 2.1: Regional Context

Establishing the context of a community is an important first step in any planning process. For park master plans specifically, information on natural resources and demographics can help identify opportunities for additional park facilities and information on the type of facilities that might be desired. This chapter establishes a brief community profile, reviews recent plans, assesses current parks and recreation trends, and describes the results of the plan update public involvement efforts.

NATURAL AND PHYSICAL RESOURCES

The City of Lewisville is a large, diverse community located along Interstate 35E in the fast-growing Dallas-Fort Worth region as shown in **Figure 2.1**. Within the DFW Metroplex, Lewisville is currently the 14th largest city in terms of population. Similar to other area cities, the amount of developable land within Lewisville is quickly disappearing; future development will likely focus on redevelopment opportunities and include denser developments.

Perhaps the most prominent feature in the community is Lewisville Lake and the surrounding natural areas. It was originally constructed in 1927 as Lake Dallas and has been enlarged over time as the surrounding population grew and the need for water storage and flood control increased. Today, the lake provides recreation, drinking water, open space, wildlife habitat, and aesthetic character. City leaders and citizens recognize that is an extremely valuable resource that should continue to be protected and celebrated.

The Lewisville Lake Environmental Learning Area (LLELA) makes up a large portion of the Lewisville Lake shoreline just below the dam. LLELA is one of the last remaining natural areas of significant size in the DFW area. The 2,685 acre site is ecologically and geologically significant as it is where the Cross Timbers and Blackland Prairie ecoregions meet. LLELA is operated through a partnership between the City of Lewisville, U.S. Army Corps of Engineers, University of North Texas (UNT), and Lewisville Independent School District (LISD) and is open to the public for hiking, fishing, and wildlife viewing. UNT also utilizes the site for ecological research and LISD brings students for experiential learning opportunities.

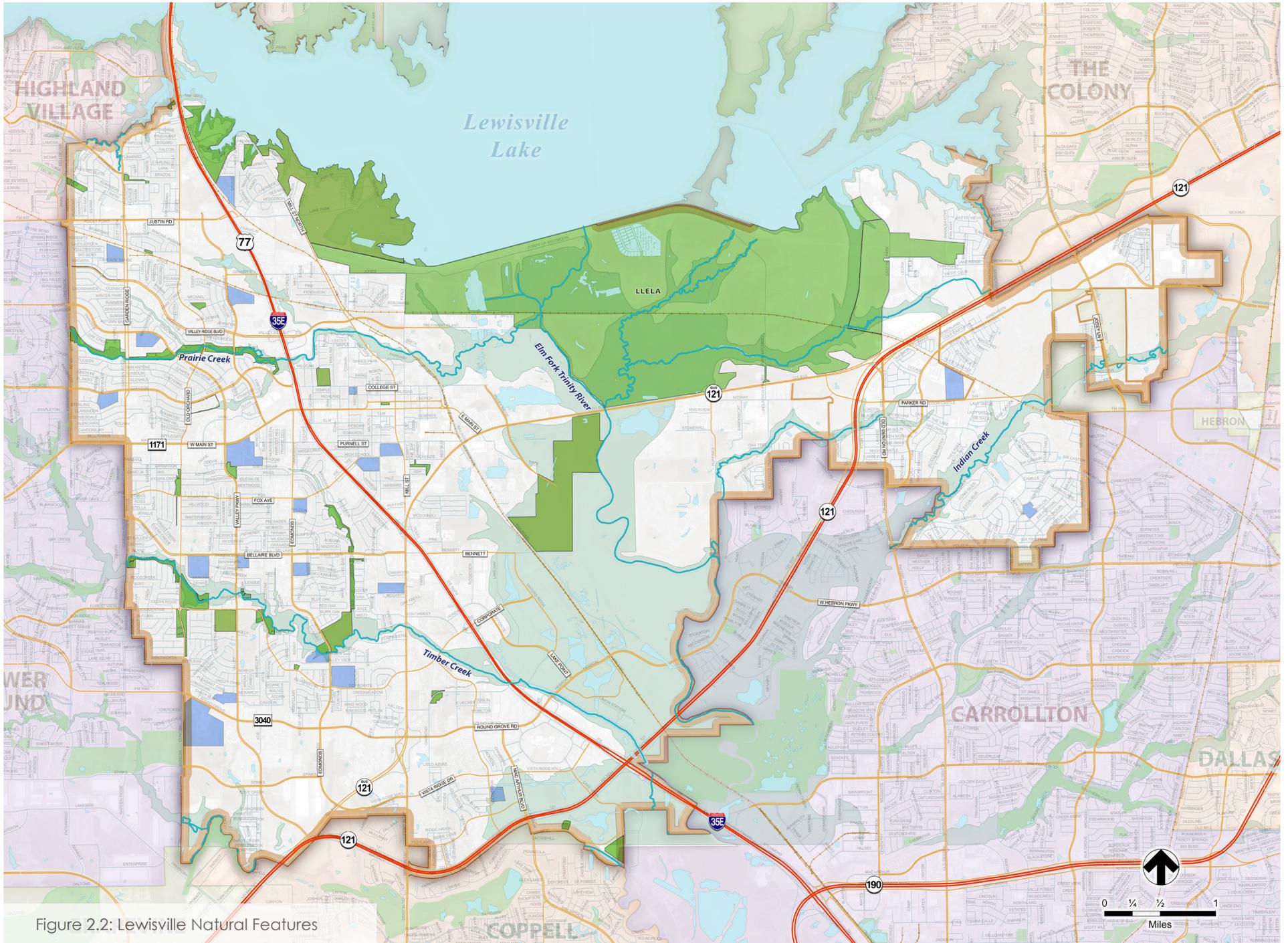


Figure 2.2: Lewisville Natural Features



Another significant portion of the Lewisville Lake shoreline is designated as Lake Park. This 385 acre regional park includes both passive and active recreation opportunities; the Lake Park Golf Course is an additional 200 acre site. The park is a great place to view wildlife and is known habitat for many different bird species. Over 200 bird species can be found in the park area throughout different times of the year.

Another major natural component in Lewisville is the Elm Fork of the Trinity River and surrounding floodplain. More than seven miles of the Elm Fork runs through the city limits and is considerably wide at some points. Since the 2011 plan, the City has worked to create river access points where the public can launch kayaks and canoes to enjoy the river from a different vantage point. The surrounding floodplain is quite expansive and since most development is not compatible, the areas will remain as a natural component in the central part of the city.

The final major natural component is the creeks and greenbelts that run through the city. These features provide environmental functions such as flood protection, wildlife habitat, and natural filtration, but they also are opportunities for recreation through trail linkages and linear parks. The City has taken advantage of some of the creek corridors by establishing linear parks and constructing trails. Overall, Lewisville has unique natural aspects that most other communities in the DFW area do not. **Figure 2.2** shows the natural features in Lewisville.

DEMOGRAPHICS

The demographics of a community are important for a planning document to establish trends and identify future needs based on expected growth. In this section, population growth, gender and age, race and ethnicity, and household characteristics are analyzed primarily based on how they have changed since the 2011 plan. Data sources include the decennial Census and the American Community Survey (ACS) Five-Year estimates. At the time of the plan development, the 2016 and 2015 ACS estimates were the most updated data available.

Population Growth

When Lewisville was incorporated in 1925, the population was approximately 850 and grew steadily in the subsequent decades. The population began to grow rapidly between 1970 and 1990 when the DFW area as a whole began to boom. The latest decennial Census population was 95,290 in 2010. In the 2011 plan, the estimated population was 95,390. Since the 2011 plan, the population has grown 8.7% to 103,640 in 2017. Looking into the future, the projected population for the year 2020 is 110,000 and 2030 is 122,000. These projections were done in conjunction with the Lewisville 2025 plan. **Figure 2.3** shows the population growth over time and the projected future growth.

Compared to Denton County, the DFW Metroplex, and Texas, Lewisville is on par with the population growth that has occurred. **Table 2.1** shows the population growth from 1990-2016 in Lewisville, Denton County, the DFW Metroplex, and Texas. 2016 was the most recent year that data for all four geographies was available. From 1990 to 2016, Lewisville grew 116%, which vastly outpaced the region and state. However, from 2000 to 2016, Lewisville grew by 29%, which is slightly less than the 38% and 33% growth that DFW and Texas experienced, respectively. Denton County has experienced the most percentage population growth when compared to Lewisville, the DFW Metroplex, and Texas.

Figure 2.3: Lewisville Growth Trends

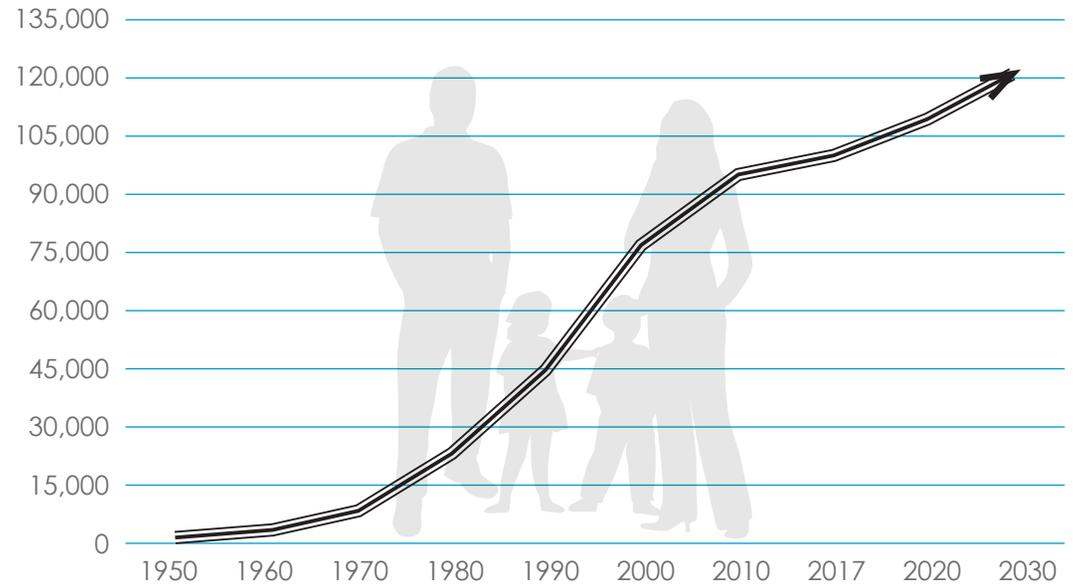
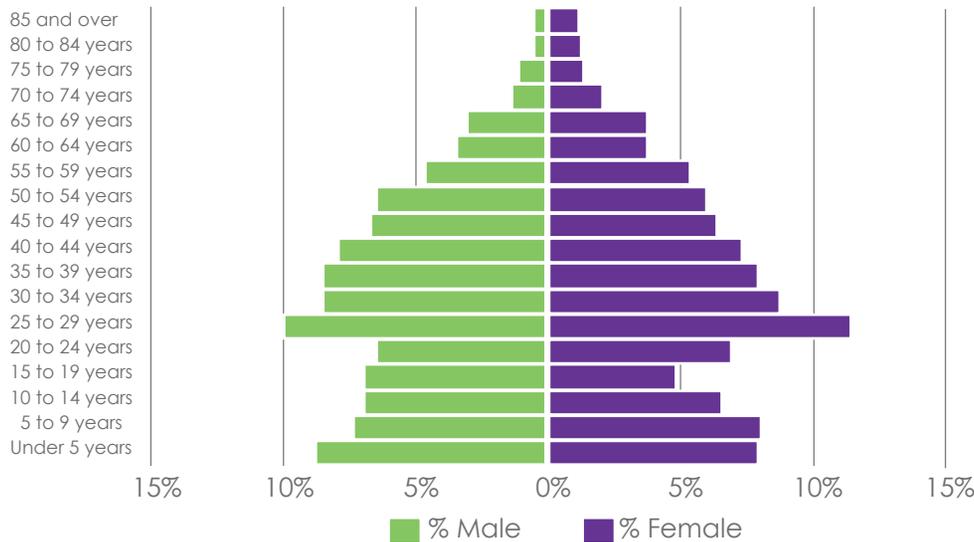


Table 2.1: Population Growth Comparison (1990-2016)

	Lewisville	Denton County	DFW Metroplex	Texas
1990	46,521	273,525	3,885,415	16,986,510
2000	77,737	432,976	5,030,828	20,851,820
2005 (est.)	81,484	N/A	5,727,391	22,270,165
2010	95,290	662,614	6,221,286	25,145,561
2016 (est.)	100,400*	806,180	6,957,123	27,904,862

Source: Decennial Census, Census Annual Population Estimates, *City of Lewisville

Figure 2.4: Lewisville Population Pyramid (2015)



Source: 2011-201 ACS Table S0101

Table 2.2: Race (2000-2015)

	2000	2010	2015
White	77.2%	65.3%	71.2%
Black/African American	7.4%	11.2%	10.8%
American Indian & Alaska Native	0.7%	0.7%	0.2%
Asian	3.9%	7.8%	9.0%
Native Hawaiian or Other Pacific Islander	0.03%	0.1%	0.1%
Other	8.3%	11.8%	3.8%
Two or More Races	2.5%	3.2%	4.8%

Source: 2000, 2010 Decennial Census, 2011-2015 ACS Table B03002

Table 2.3: Hispanic/Latino Ethnicity (2000-2015)

	2000	2010	2015
Hispanic/Latino Ethnicity	17.8%	29.2%	30.6%

Source: 2000, 2010 Decennial Census, 2011-2015 ACS Table B03002

Age and Gender

Population composition characteristics like age and gender can indicate the type of amenities that may be demanded or warranted. **Figure 2.4** shows the composition of Lewisville based on age and gender; as shown in the figure, the 25-29 year old segment makes up the largest age group in Lewisville. This is similar to the statistics in the 2011 plan. Additionally, the population pyramid indicates that the population is still growing since the percentage of children under 5 years is one of the larger population cohorts. Finally, the median age in Lewisville in 2015 was 32.4.

Race and Ethnicity

In 2015, 71% of Lewisville residents were white, which is higher than the region and state as a whole. The largest minority group is African American, followed closely by Asian. The percentage of individuals of Hispanic/Latino ethnicity has also increased over time; 18% of residents were Hispanic in 2000 compared to 31% of residents in 2015. This growth is consistent with the DFW region and state. **Tables 2.2 and 2.3** depict these changes in race and ethnicity over time in Lewisville.

Household Characteristics

The final demographic characteristic that is important to consider in park planning efforts is household data. In 2015, the median household income in Lewisville was \$57,267, the median home value was \$156,800, and the median rent was \$841. These figures have all increased steadily since 2000. Furthermore, the average household size is 2.62, which has decreased slightly since 2010. Compared to the DFW Metroplex, Lewisville's median household income and median home value are about the same, the median rent is slightly higher, and the average household size is slightly lower. This makes Lewisville an attractive community to live in within the Metroplex.

OVERVIEW OF PREVIOUS PLANS

Reviewing previous plans is important to establish a baseline for any planning process. The three most relevant plans to this plan update are the 2011 Parks Master Plan, 2011 Trails Master Plan, and the Lewisville 2025 Vision Plan. These plans are briefly described in this section.

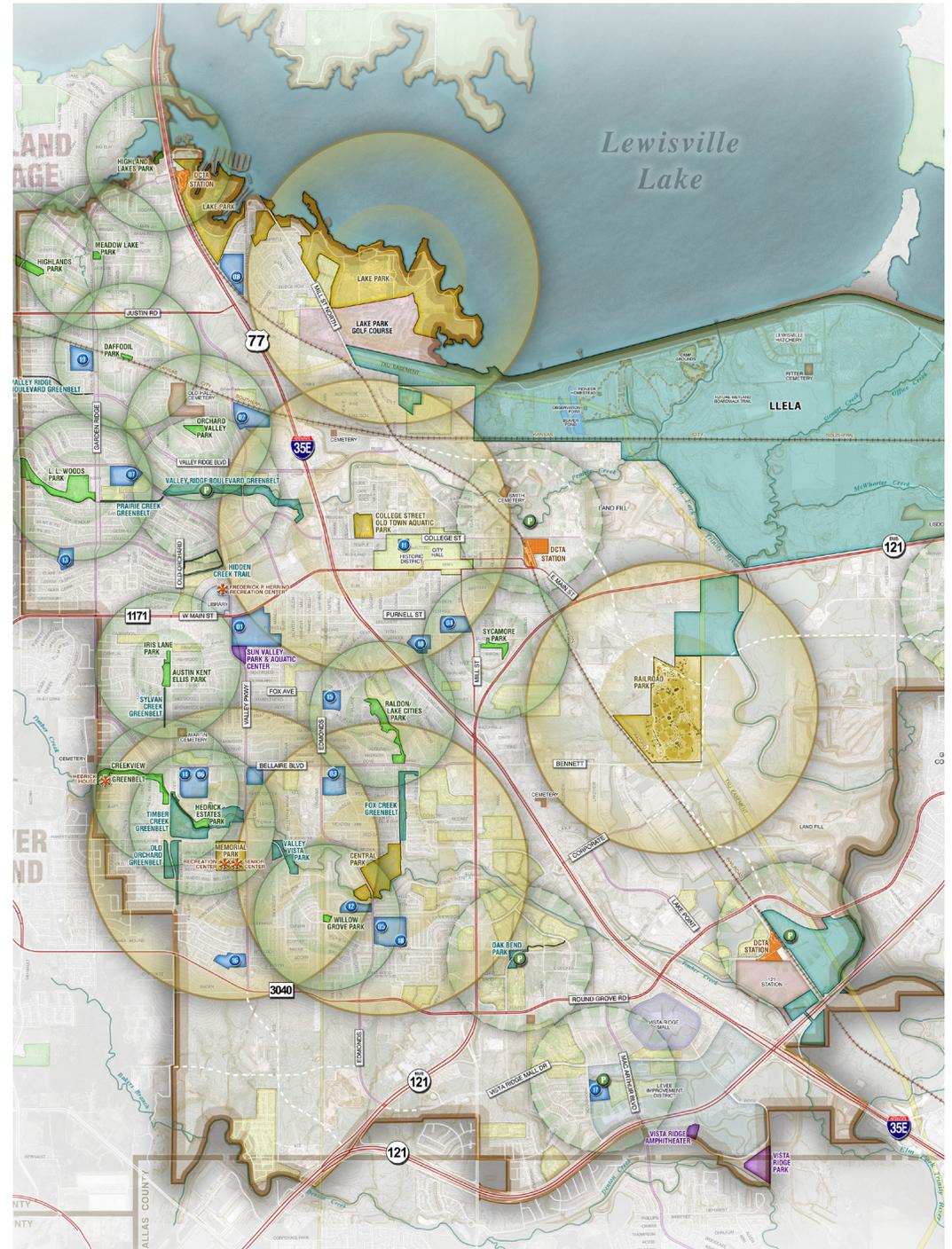
PARKS MASTER PLAN

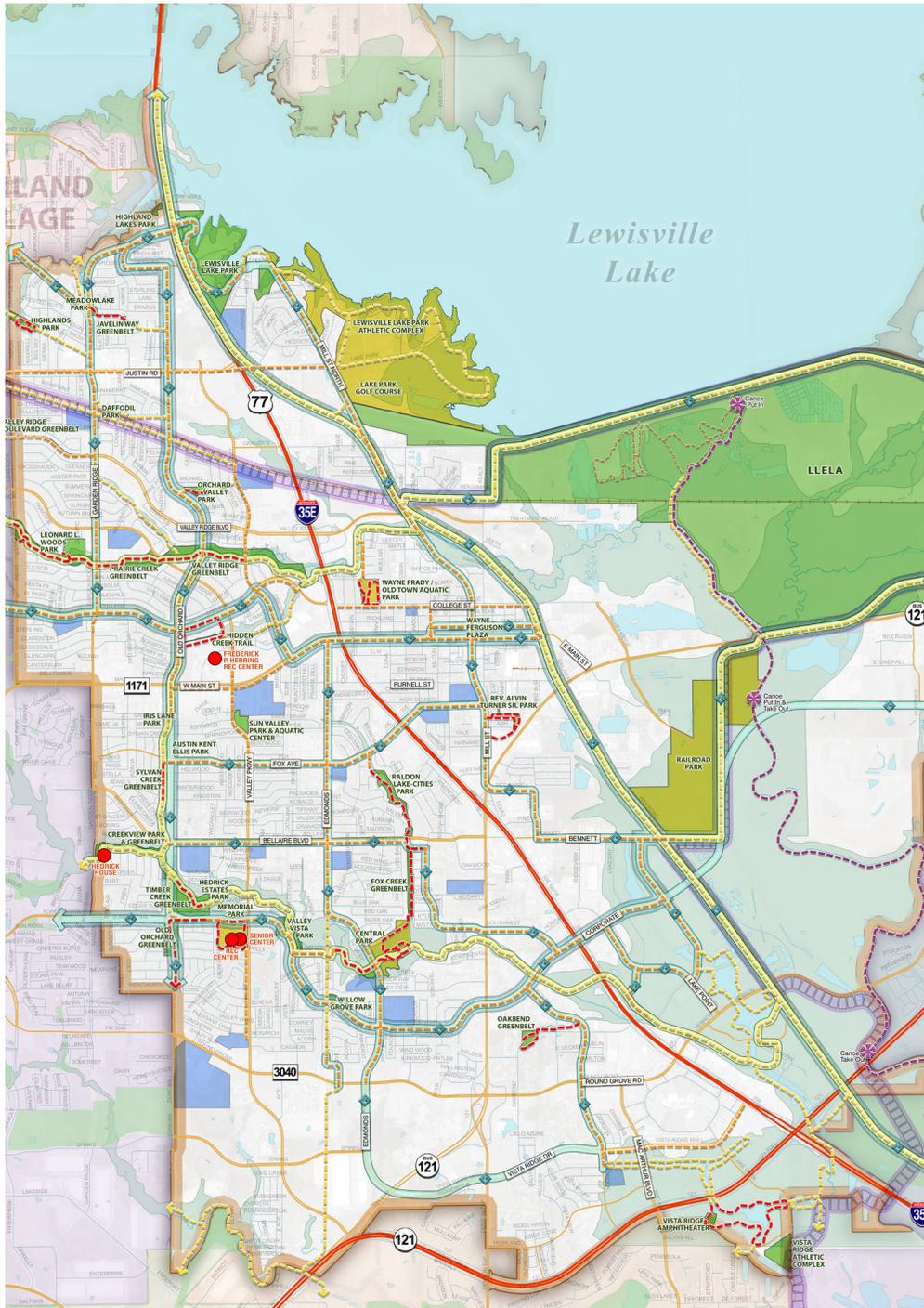
The 2011 Parks Master Plan was the first full park master plan since 1998. As stated in **Chapter 1**, the overall vision was expanded from the 2011 Trails Master Plan (Active Adventure... Creative Connections) and the goals were related to staying relevant, preserving open space, celebrating diversity, and being sustainable. In order to establish system needs, a citizen telephone survey was conducted and information was gathered from sports organizations and a series of public meetings.

The **MAJOR RECOMMENDATIONS** fell into four main categories:

- **Cultural Landscape & Open Space Preservation:** Recommendations to preserve and protect important cultural landscapes and natural open space areas in the City.
- **Land Acquisition & Park Development:** Recommendations for acquiring land based on needs and opportunities and guidelines for developing new parks and enhancing existing parks.
- **Outdoor Recreation Facilities:** Number and type of outdoor recreation facilities that should be implemented within the next five years.
- **Indoor Recreation & Aquatic Facilities:** Recommendations for expanding, modifying, and building recreation, senior, and indoor aquatic facilities.

The total estimated cost to implement the actions identified in the plan was \$77 million for Phase 1 and \$53 million for Phase 2. **Chapter 3** goes into more detail about the status of the 2011 plan actions.





TRAIL MASTER PLAN

The Trail Master Plan was developed in conjunction with the 2011 Parks Master Plan and included priorities, cost estimates, and standards to help guide the City's decisions about future trails, sidewalks, and bike routes. The goals were related to being multi-functional, accessible, context sensitive, safe, as well as enhancing quality of life and providing connections/linkages.

Additionally, the plan identified opportunities and constraints for the development of additional trails and bikeways within the City and assessed sixteen key spine trail segments in more detail. The greatest opportunities were connecting to existing trails, LLELA, schools, parks, employment centers, transit stations, and Old Town as well as developing along creek, utility, and railroad corridors. Alternatively, the greatest constraints to trail development were identified as the interstate, roadway intersections, changes in topography, and sensitive environmental areas. Trail design standards were also established that focus on engineering and safety. A unique element of this trail master plan is that it identified paddling trails as one of the future facility types.

Overall the plan recommended 35 miles of spine trail segments with a total estimated cost of approximately \$27 million spread over three phases. Discussion on the progress that has been made in implementing the recommended trail segments is found in [Chapter 3](#).

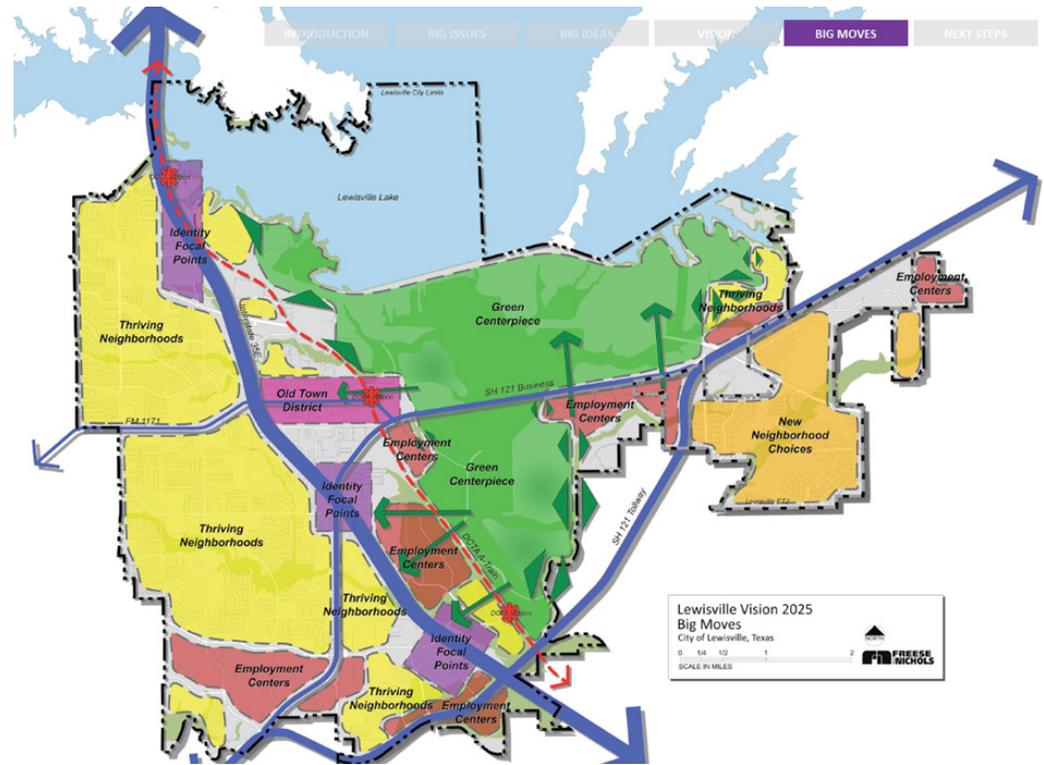


LEWISVILLE 2025 VISION PLAN

In 2013, the City initiated the process to develop a new city-wide strategic plan to guide what the City should look like when Lewisville is 100 years old in 2025. The resulting plan, adopted in 2014, is organized around three major elements: big issues, big ideas, and big moves. The overall vision is that by the year 2025 the City would be characterized by diversity, connectivity, resource management, and growth. Additionally, there are nine 'big moves' that correspond to overarching recommendations; the two big moves that are most directly related to parks and recreation is the Green Centerpiece and Extending the Green. Other big moves are Old Town, Thriving Neighborhoods, New Neighborhood Choices, Employment Centers, Identity Focal Points, Marketing and Communications, and Sustainability.

The Green Centerpiece focuses on enhancing the natural area surrounding the Elm Fork in the central part of the city and LLELA in the northern part of the City. By promoting the natural area, Lewisville will set itself apart from other Metroplex communities that do not enjoy significant natural open space. Since the adoption of the Lewisville 2025 plan, a Green Centerpiece Master Strategy has been developed that outlines targeted strategies for achieving the priorities listed in the Lewisville 2025 plan.

Furthermore, the Extending the Green strategy is related to expanding the Green Centerpiece to other parts of the City via bicycle and pedestrian connections. Key areas to connect include neighborhoods, retail and employment areas, park and recreation areas, schools, and major destinations such as Old Town and transit stations. Access to green space was also considered a key goal.



Finally, as a result of the Lewisville 2025 effort, seven study areas were identified to undergo small area plans in order to develop redevelopment strategies. The first two small area plan study areas are Southwest Lewisville and Old Town North. Parks, recreation, open space, and trails are a component of these small areas plans and whatever recommendations are a result of the plans should be incorporated into future Park Master Plan updates.

RECENT PARKS AND RECREATION TRENDS

Nationwide and regional parks and recreation trends are also important to consider when developing a park master plan. Trends that are evident in Lewisville include:



Value of Open Space

As evidenced by the Lewisville 2025 effort, City leaders and residents of Lewisville place a high value on preserving open space. The Green Centerpiece and Extending the Green strategies from Lewisville 2025 illustrate the importance of preserving and connecting green space in Lewisville, which is less prominent than other cities in the DFW area.

Generational Preferences

Preferences of different generations are continuing to evolve. For example, many seniors do not want to be in a segregated facility, but would prefer a center that has activities and programming for all ages. In response to this trend, the City of Lewisville is completing the design of a new multi-generational center that will provide amenities for all ages. Construction is scheduled to begin in Summer 2018.

Economic Value of Parks and Trails

Recent reports conducted in partnership with the City of Dallas and City of Plano quantified the economic benefits that parks and trails have on a community. In Dallas, parks generate \$345 million in real estate development each year. Additionally, in Plano, parks raise the value of homes in close proximity by \$337 million.



Access to Parks

Nationally, there is a movement that envisions that all Americans will live within a ten minute walking distance to a high-quality park or green space. The initiative is a partnership between the Urban Land Institute (ULI), Trust for Public Lands (TPL), National Recreation and Park Association (NRPA), and mayors from cities across the United States. The City of Lewisville has taken steps to make this a reality by partnering with TPL to identify current gaps to achieve this access standard.

Diversity of Interests

As the City of Lewisville becomes more diverse, the popularity of certain sports is also shifting. The City has seen a growing interest in cricket, pickleball, extreme sports, and archery. This is in addition to demand for more traditional sports like soccer, baseball, and softball. As interests continue to evolve, it is important for communities to have flexible field and court space that can accommodate various activities.

Growing Concern for Health

Finally, Americans are more knowledgeable about health and fitness than ever before. Many people recognize the linkage between access to parks and health. In early 2018, Lewisville participated in the 'It's Time Texas Community Challenge' which is a statewide competition to encourage residents to be active and make healthy choices. In the large city category Lewisville was consistently near the top of the leaderboard, indicating that residents are concerned about health.



PUBLIC INPUT

Public input for this master plan update was collected via two main methods – through various meetings and a comprehensive citizen survey. This section describes the methods and results of the public input process.

RECAP OF PUBLIC, STAKEHOLDER, AND STEERING COMMITTEE MEETINGS

While the project team met with City staff on a regular basis during the planning process, there were three sets of meetings with other stakeholders and citizens.

OCT. 11,
2017

Visioning Day

- Steering Committee: The project team introduced the plan process and sought input on what steering committee members seek to gain from the master plan update.
- Department Heads: Representatives from several City departments met to discuss their vision for the parks system and how that vision tied into their department.
- Special Interest Groups: Representatives from the U.S. Army Corps of Engineers, Lewisville ISD, sports leagues, homeowner's associations, Texas Master Naturalists, Keep Lewisville Beautiful, LLELA, and other special interest groups attended a visioning session to share their priorities for the plan update.
- Public Workshop: Multiple interactive stations were set up related to types of parks, park design elements, special park amenities, recreation programs, and trail and bicycle facilities. Attendees used dots to prioritize their preference at each of the stations. Members of the City of Lewisville Youth Action Council also attended this public workshop and represented the concerns and ideas of the youth in the community.



- Park Board: The project team introduced the plan process and sought input on what Park Board members seek to gain from the master plan update.

Visioning questions asked of the attendees were what makes Lewisville a great place to live, what changes they think Lewisville will experience in the future, how this plan can support the Lewisville 2025 plan, what is unique and special about Lewisville, what three things the plan should do to be successful, what makes Lewisville a desirable place, how organizations interact with parks and recreation in Lewisville, and how they envision Lewisville in 10 years. Major themes heard during the visioning meetings included:

- Highlight and expand the natural green space
- Seek balance between preserving natural areas and providing access to both residents and visitors (especially at LLELA)
- Maintain authentic/historical character, incorporate history into parks
- Provide trail connections within city and to neighboring cities
- “All paths lead to LLELA” and “All paths lead to Old Town”
- Reflect growing diversity – culture, age, income, etc.
- Prepare for growth
- Expand marketing/communications of parks and programs

The City of Lewisville is updating the
**PARKS, RECREATION, &
OPEN SPACE MASTER PLAN**

Join us for an
Open House
before the Park Board meeting to:
review the preliminary recommendations for the
future of the parks, recreation, and open space
system.

Wednesday, January 10th
6:30 - 7:00 PM

Location: Glenmore Savage Community Room at the City Annex,
1197 W. Main Street, Lewisville TX 75067



**JAN. 10,
2018** **Preliminary Recommendations Presentations**

- Steering Committee: The results of the public input, goals and objectives, preliminary system plan, and draft high-priority implementation actions were presented for feedback.
- Public Workshop: Prior to the Parks Board meeting, the public was invited to an open house to view and comment on the preliminary recommendations.
- Park Board: The results of the public input, goals and objectives, preliminary system plan, and draft high-priority implementation actions were presented for feedback.

**FEB-MAR
2018** **Approval Process with Elected Appointed Officials**

- Planning and Zoning Commission: City staff presented the draft plan to the Planning and Zoning Commission on February 19th. The Commission recommended approval of the plan update to City Council.
- Park Board and Lewisville 2025 Committee: The project team presented the draft plan to the Park Board and Lewisville 2025 Committee on March 14th. The Board recommended approval of the plan to City Council.
- City Council: The project team and City staff presented the draft plan to the City Council as an information item on February 20th and the Council approved the plan update on March 19th.



Key results of the online survey include:

93% strongly agree or agree with city efforts to foster the **Green Centerpiece** and **Extending the Green**.

Top rated sports/athletic fields:

- Youth **SOCCER** fields
- Youth **BASEBALL** fields
- Youth **SOFTBALL** fields

Top rated **indoor recreation** needs:

- Indoor swimming facilities
- Indoor walking/jogging tracks
- Active Adult Center

The following were the top-rated **bicycle and trail** opportunities:

- Connecting to existing trails
- Connecting to schools
- Assisting trail/bike facility crossings of major roads

Related to priorities to direct future Parks and Recreation actions:

89% strongly agree or agree with **EXPANDING** the **CITY'S TRAIL SYSTEM**

Top rated **outdoor facilities**:

- Multi-use trails
- Natural habitat/nature areas
- Playgrounds

87% strongly agree or agree with **ACQUIRING LAND** for future park and open space development

82% strongly agree or agree with **PLANTING** more **TREES** in the city

82% strongly agree or agree with **ACQUIRING LAND TO PRESERVE** environmentally sensitive areas

80% strongly agree or agree with **CREATING** sustainable **PARK AREAS** such as butterfly way stations, prairie restoration, wildflowers, or native plantings

The full results of the questionnaire and online survey are found in **Appendices A and B**.



A photograph of a park with many green trees, picnic tables, and trash cans. The scene is bright and sunny. The text "PARKS, RECREATION, AND OPEN SPACE" is overlaid in white, bold, sans-serif font. A large white number "3" is positioned on the right side of the image, partially overlapping the text.

**PARKS, RECREATION,
AND OPEN SPACE**

3



INTRODUCTION

This chapter presents the existing parks, recreation, and open space system in Lewisville, describes changes that have been made since the 2011 plan, uses updated demographics to determine needs, and defines recommendations for system-wide improvements as well as new facilities.

SYSTEM INVENTORY

The current park system in Lewisville includes 1,468 acres of parkland and open space and 36 total parks. In addition, since the 2011 plan, the city now co-manages the approximately 2,685 acre LLELA site with the University of North Texas, U.S. Army Corps of Engineers, and Lewisville Independent School District. There are fourteen neighborhood parks, three community parks, three regional parks, four special purpose parks, thirteen linear parks, four facilities, and 16.8 miles of trail. **Figure 3.1** shows the existing park system in 2018.



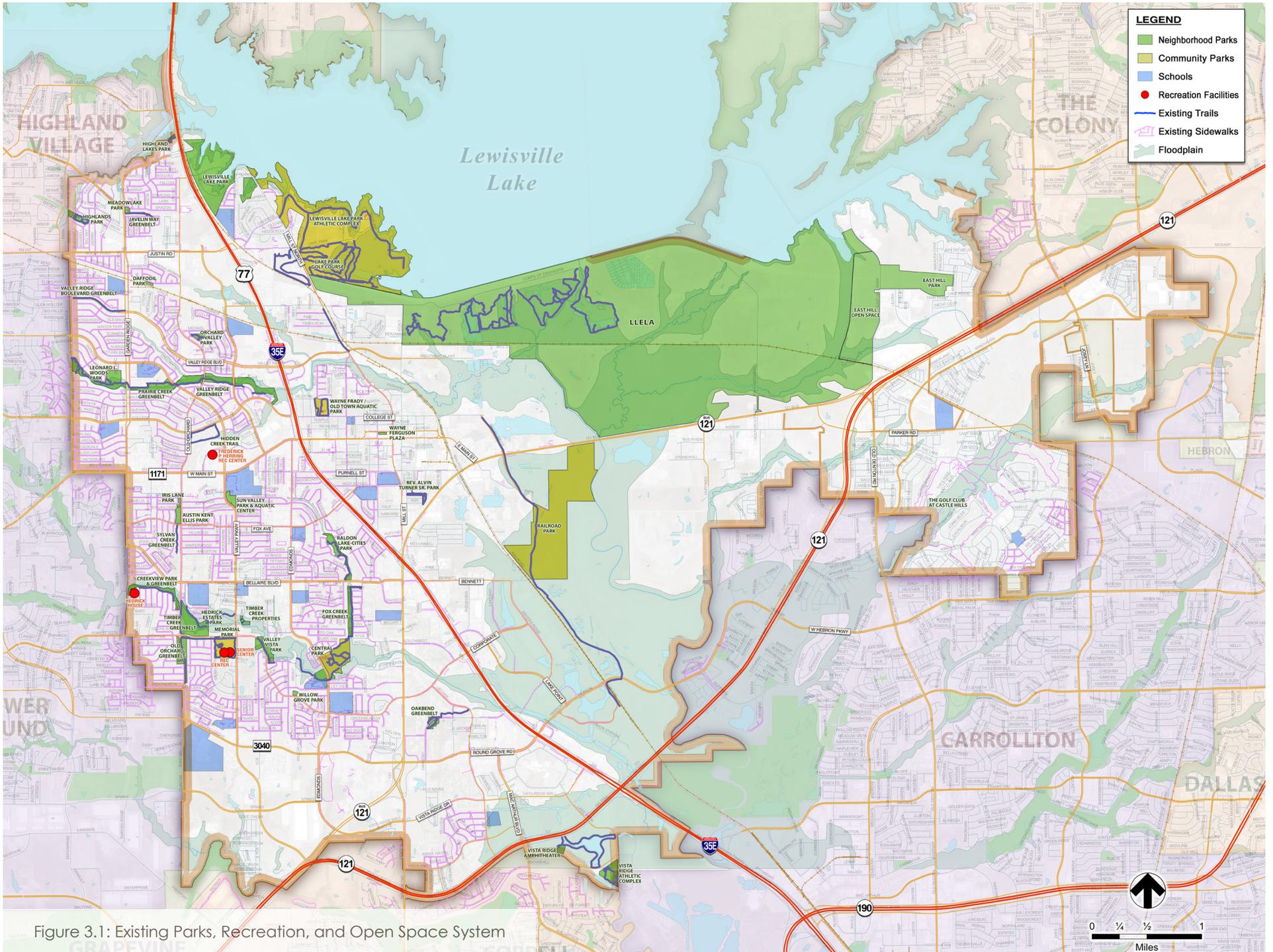


Table 3.1: Existing Pocket and Neighborhood Parks in Lewisville

	Park Name	Acreage
1	Austin Kent Ellis	4.6
2	Creekview	7.6
3	Daffodil	1.2
4	East Hill	21.8
5	Hedrick Estates	4.8
6	Highland Lakes	1.8
7	Highlands	7.4
8	Iris Lane	1.3
9	L.L. Woods	28.1
10	Meadow Lake	1.4
11	Orchard Valley	3.7
12	Raldon/Lake Cities	13.8
13	Rev. Alvin Turner Sr.	7.3
14	Willow Grove	1.7
		106.5

Table 3.2: Existing Community Parks in Lewisville

	Park Name	Acreage
1	Central	41.7
2	Wayne Frady/Old Town Aquatic	12.2
3	Memorial	25.0
		78.9

Table 3.3: Existing Regional Parks in Lewisville

	Park Name	Acreage
1	Lake Park	385.0
2	LLELA	2685.0
3	Lone Star Toyota of Lewisville Railroad Park	269.0
		3339.0

This plan update uses the following classification system to categorize the parks and facilities in the community.

Pocket Parks

Parks that are typically less than 5 acres in size and serve as pockets of natural open space in developed areas. This is a new park classification in Lewisville for this plan. Parks that were once classified as neighborhood parks that are less than 5 acres in size are now categorized as pocket parks. **Table 3.1** shows the existing neighborhood and pocket parks in Lewisville. When these sites are updated, the type of amenities should be appropriately scaled for pocket parks.

Neighborhood Parks

Parks that are typically 5-10 acres in size and serve residents within ½ mile. In Lewisville, neighborhood parks range from about 7 acres to nearly 30 acres in size. Typical amenities in neighborhood parks include playgrounds, pavilions, walking paths, and open areas for free play. **Table 3.1** lists the name and size of existing neighborhood parks in the City.

Community Parks

Parks that are typically at least 25 acres in size and serve residents within 1-2 miles. Community parks in Lewisville range in size from 12 acres to 41 acres. These parks are larger and have more amenities than neighborhood parks. Additional amenities these parks may have include competitive athletic fields, natural areas, and restrooms. **Table 3.2** lists the name and size of existing parks in the City.

Regional Parks

Parks that are typically at least 100 acres in size and serve residents beyond the City limits for a significant purpose. This is a new park classification for this plan update; in Lewisville there are three parks that serve residents beyond the city limits and have amenities that make the park a destination. Therefore, Lake Park, Lone Star Toyota of Lewisville Railroad Park, and LLELA are designated as regional parks for this plan update. **Table 3.3** lists the name and size of existing regional parks in the City.

Special Purpose Parks

Sites that serve a specific purpose or take advantage of a unique opportunity and are therefore not a typical size. In Lewisville, there are four sites designated as special purpose parks. **Table 3.4** lists the name and size of existing special purpose parks in the City.

Linear Parks

Green space that links residential areas, schools, and other parks. These sites typically follow features such as creeks, railroads, utility lines, or streets. The primary amenities offered in linear parks are trail connections and associated amenities like benches, trailheads, water fountains, and interpretative signage. **Table 3.5** lists the name and size of existing linear parks in the City.

Table 3.4: Existing Special Purpose Parks in Lewisville

	Park Name	Acreage
1	Sun Valley Aquatic Center	5.5
2	Vista Ridge Amphitheater	3.5
3	Vista Ridge Athletic Complex	16.0
4	Wayne Ferguson Plaza	1.5
		26.5

Table 3.5: Existing Linear Parks and Open Space in Lewisville

	Park Name	Acreage
1	Creekview Greenbelt	7.4
2	East Hill Open Space	221.0
3	Fox Creek Greenbelt	14.0
4	Hidden Creek Trail	3.0
5	Javelin Way Greenbelt	2.5
6	Oak Bend Greenbelt	24.1
7	Old Orchard Greenbelt	15.3
8	Prairie Creek Greenbelt	14.7
9	Sylvan Creek Greenbelt	1.3
10	Timber Creek Greenbelt	43.4
11	Valley Ridge Boulevard Greenbelt	1.4
12	Valley Ridge Greenbelt	39.5
13	Valley Vista Park	10.5
		398.1



Table 3.6: Existing Facilities in Lewisville

	Facility Name	Square Footage
1	Hedrick House	4,408
2	Frederick P. Herring Recreation Center	29,900
3	Memorial Park Recreation Center	15,730
4	Senior Activity Center	9,615
		59,653

Table 3.7: Existing Trails in Lewisville

	Park Name	Mileage
1	Central Park	1.33
2	College Street Park	0.95
3	DCTA Trail	2.92
4	Fox Creek Trail	1.80
5	Hedrick Estates	0.30
6	Hidden Creek Trail	0.25
7	Highlands Park	0.55
8	L.L. Woods Park	1.03
9	Memorial Park	1.16
10	Oakbend Park	0.55
11	Orchard Valley	0.38
12	Lone Star Toyota of Lewisville Railroad Park	1.50
13	Raldon-Lake Cities Park	0.50
14	Sycamore Park	0.81
15	Sylvan Creek	0.40
16	Timber Creek Trail	1.25
17	Valley Ridge	1.79
18	Vista Ridge	0.55
		16.77

Facilities

Recreation and community facilities are another key component to the parks system in Lewisville. Currently there are four facilities, but once the Multi-Generational Center is completed there will be a total of three facilities. **Table 3.6** lists the name and size of the existing facilities in the City.

Trails

Trails make up the final component to the City's parks system. Within Lewisville there are walking paths within parks and off-street trails adjacent to roadways or adjacent to creeks or utility easements. **Table 3.7** lists the name and length of existing trails in the city. Additionally, within LLELA there are approximately 7.85 miles of soft-surface hiking trails.

Park development standards for the different types of parks are included as **Appendix C**. These standards will help ensure that future park improvements and new parks are developed in a consistent and equitable manner.



PROGRESS SINCE PREVIOUS PLAN

Significant progress has been made in completing action items identified in the 2011 master plan. The categories in this section align with the action plan categories from the 2011 Parks, Recreation, and Open Space Master Plan as well as the 2011 Trails Master Plan.

Policy Actions

Parks and Recreation staff are currently working on a comprehensive update to the park dedication ordinance to ensure that it reflects the true cost of parkland acquisition and development. Staff is considering a two-part approach that would include dedications for land (with a cash-in-lieu of land option) and development fees. More discussion on potential changes to the park dedication ordinance is found in the Recommendations section of this chapter.

Land Acquisition

Perhaps the most significant action the City has taken is to enter into partnership with the U.S. Army Corps of Engineers, the University of North Texas, and Lewisville ISD to use and manage LLELA. Due to this change, the LLELA acreage now counts toward the City's park inventory which is a significant increase in parks and open space acreage. Additionally, the City has acquired the 10.5 acre Valley Vista property across from Memorial Park and is currently working on formally designating the property as parkland. The Green Centerpiece Big Move identified the site as a future nature park that would feature natural space and nature viewing areas. Furthermore, the City acquired property where Interstate 35E and Prairie Creek intersect just south of Valley Ridge Boulevard for use as a potential trailhead for the continued development of the Prairie Creek Trail. In early 2018, the City will purchase properties in the Timber Creek area as part of a FEMA buy-out program; the land will create a 2.83 acre pocket park.





Park Development and Improvement

Since the 2011 plan was adopted, East Hill neighborhood park was developed. This is a 21.8 acre park located in the northwest portion of the City that features a walking path, two playground units, pavilion, picnic tables, and benches. There is still a large undeveloped open space portion of the park that could serve another purpose in the future.

In terms of park improvements, since 2011 the City has been awarded approximately \$20 Million in grants to renovate Lake Park. These improvements included renovating deteriorating roadways and parking, adding a hike and bike trail, improving the RV campgrounds and ballfields, and addressing ADA access throughout the park. Improvements to other parks included adding new playgrounds to Iris Park and Highland Lakes Park and updating the pavilion and restrooms at Central Park.

Development of Recreational Facilities

In 2015, voters approved a multi-million dollar bond package to build a new Multi-Generational Center and indoor aquatics facility. This center will take the place of the current Memorial Park Recreation Center and Senior Activity Center. The facility will be approximately 85,000 square feet, cost \$48.1 million to design and construct, and is scheduled to break ground in July 2018. Amenities to be included are gymnasiums, group fitness areas, training rooms, family lounge, child watch, indoor play areas, indoor walking trail, and community event room. Additionally, new flooring has been installed in the J. Glenmore Savage Sr. Community Room located at the Municipal Annex Building.

Master Plans and Studies

Since 2011, the master plan for Memorial Park was completed with the design of the Multi-Generational Center, which includes a concept plan for the Valley Vista park property. Additionally, studies conducted by other departments that have significant impacts on parks and recreation are underway including Lewisville 2025, Green Centerpiece Master Strategy, and small area plans for the Southwest Lewisville and Old Town North study areas.

Trails and Bikeways

Substantial progress has been made related to trail design and construction as shown in **Figure 3.2**. Trails that have been constructed since 2011 include:

- Lake Park – 1.9 miles of trail completed within Lake Park.
- Lewisville Hike and Bike Trail – portion from the Hebron DCTA station to Kealy Avenue has been completed.
- TimberCreek Greenbelt – extension of trail along Corporate Drive completed near the Valley Vista property.
- Blackjack Trail - the 1.5 mile Blackjack Trail within LLELA has been completed.
- Copperas Branch Trail - constructed as part of the IH 35E reconstruction.

Trails that are currently under design and that will be moving to construction soon are:

- Garden Ridge Trail – will connect the Lewisville Hike and Bike Trail near Lake Park with the Frederick P. Herring Recreation Center and Municipal Annex.
- DCTA Trail - will connect downtown to the northern city boundary along the DCTA rail line.
- Denton County Levee Improvement District Trail – will provide additional connectivity in the Levee Improvement District area.
- Corporate Drive Trail – will follow along the extension of Corporate Drive from Railroad Drive to Holfords Prairie Road.
- Elm Fork Access Points – two river access points for paddle sports are under design at Hebron Parkway and LLELA.

Appendix D is the updated park amenity inventory that lists the amenities at each of the parks and indicates what has changed since 2011.



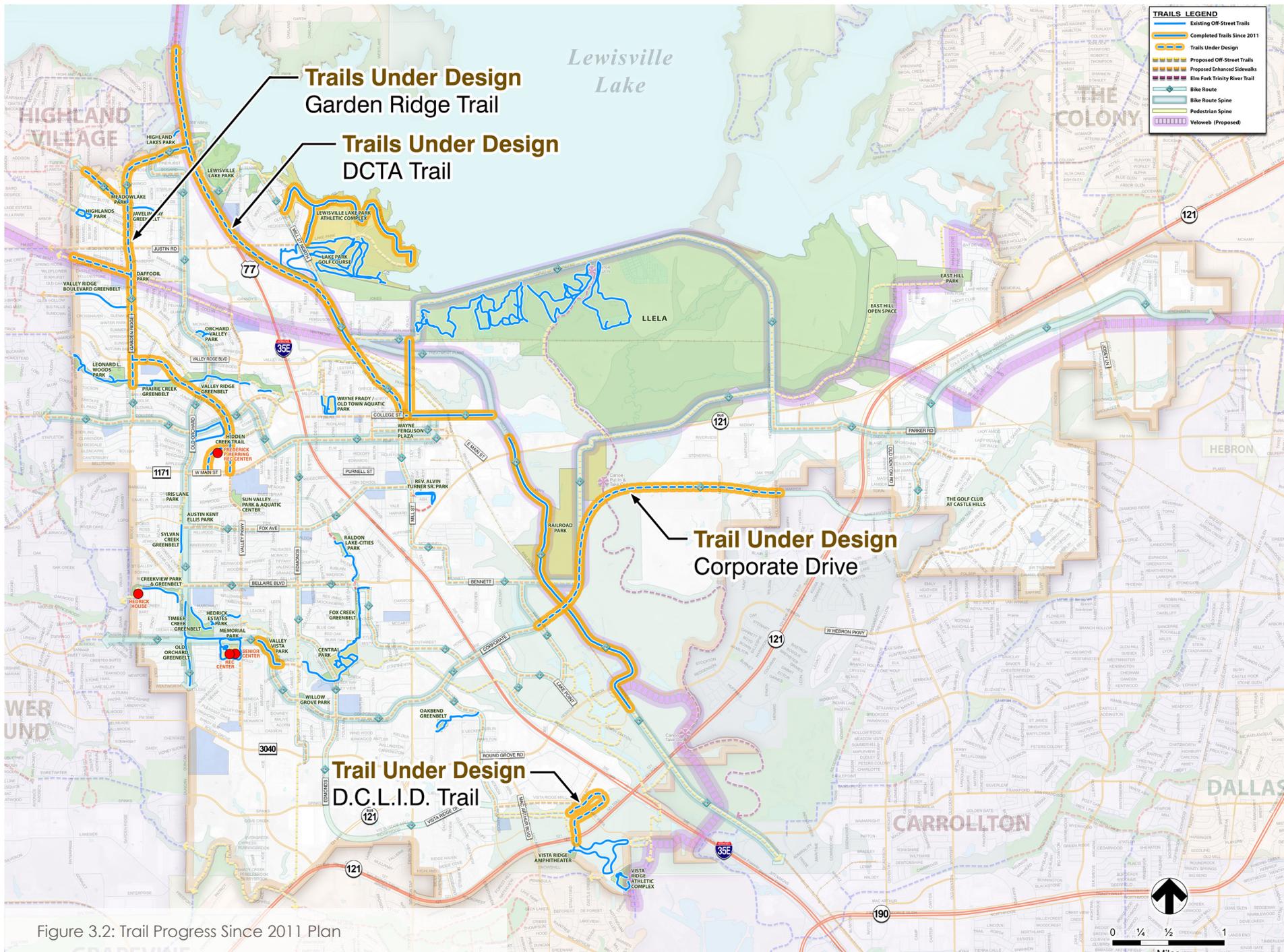


Figure 3.2: Trail Progress Since 2011 Plan

NEEDS ASSESSMENT

In order to determine what type of parkland is needed in the future, this plan update analyzes parkland level of service standards, demand for amenities, and available resources.

STANDARDS APPROACH

Parkland level of service (LOS) is a per-capita figure that represents how many acres of parkland are accessible to residents. The National Recreation and Parks Association (NRPA) has developed benchmarks for neighborhood and community park LOS; how Lewisville stacks up to these benchmarks is discussed in more detail below. As Lewisville is approaching build-out like many other communities in the Dallas-Fort Worth Metroplex, it is often not feasible for the City to acquire significant amount of new acreage for parks. Therefore, the acreage LOS should be viewed as a way to compare to other communities.

Neighborhood Parks

The NRPA acreage standard for neighborhood parks is 1-2 acres per 1,000 residents. In 2017, Lewisville is short of reaching the 2 acres per 1,000 residents benchmark by 98 acres and in 2030 that deficit grows to 138 acres. This assumes that the neighborhood parkland acreage stays the same. **Table 3.8** depicts these figures. The 2011 plan identified a neighborhood park LOS of 1.1 acres per 1,000 in 2011 and a deficit of 116 acres in 2030.

In addition to parkland acreage LOS, another metric to determine park need is parkland service area, which spatially represents what parts of a community are served by nearby parks. The NRPA establishes a service area for neighborhood parks of ¼ to ½ mile, or the equivalent of roughly a 5 to 10 minute walk. **Figure 3.3** spatially shows a ½ mile service area for all the existing neighborhood parks in Lewisville. It is important to note that this service area is general and does not factor in physical barriers like roads or lack of sidewalks that can limit connectivity.

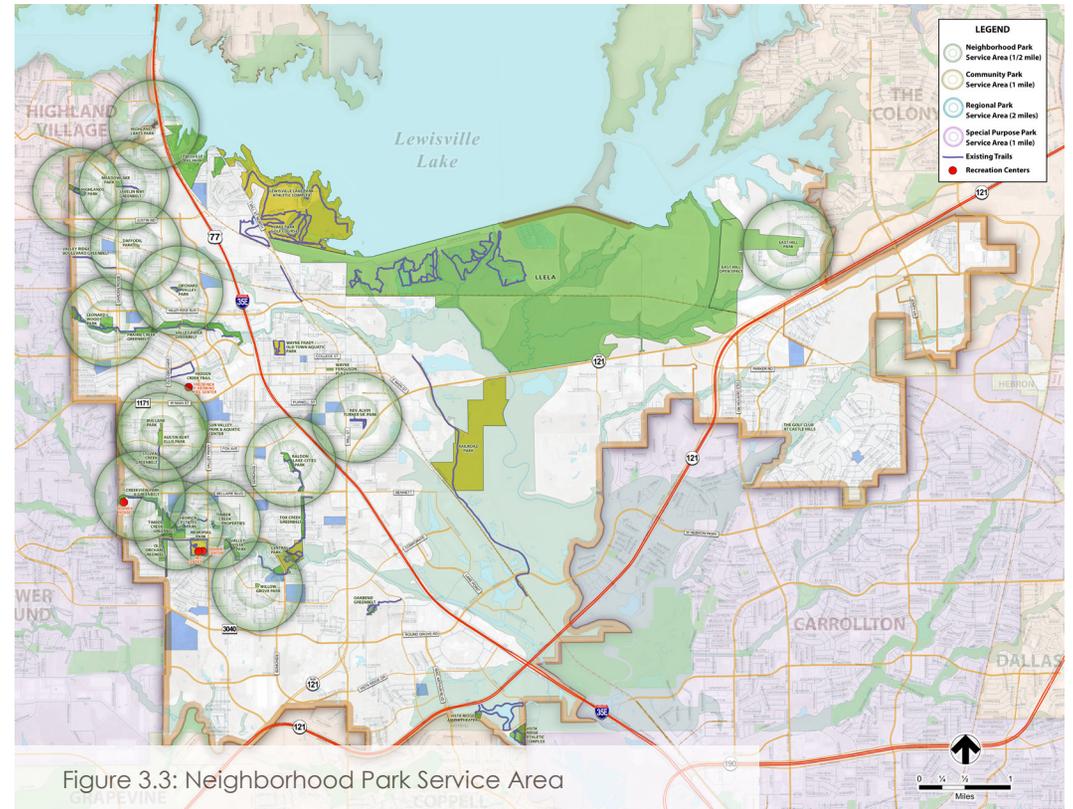


Figure 3.3: Neighborhood Park Service Area

Table 3.8: Current and Target LOS for Neighborhood Parks

	2017	2030
Population	103,640	122,002
Acreage	106.4 acres	106.4 acres
Current LOS	1.03 acres per 1,000 residents	0.87 acres per 1,000 residents
Target LOS	2 acres per 1,000 residents	2 acres per 1,000 residents
Acreage to acquire to meet Target	98.5 acres	137.9 acres
NRPA Standard	1-2 acres per 1,000 population	

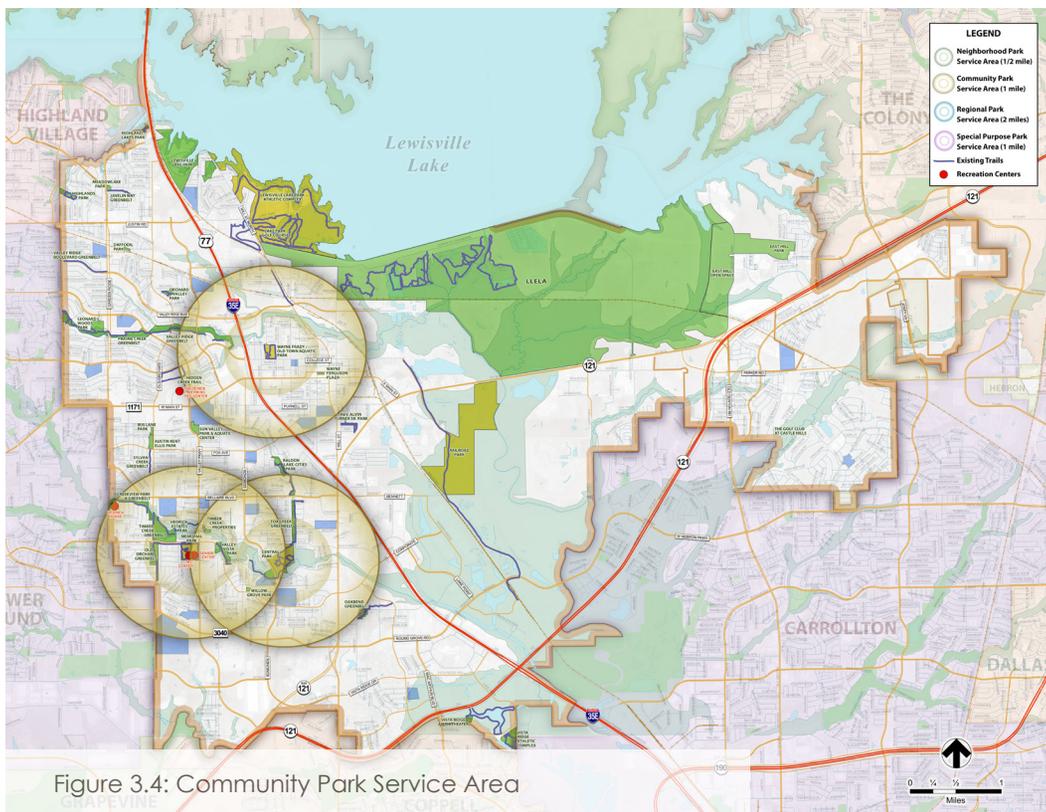


Figure 3.4: Community Park Service Area

Community Parks

Furthermore, the NRPA standard for community parks is 5-8 acres per 1,000 residents. Today, Lewisville is short of reaching the 8 acre per 1,000 residents benchmark by 96 acres and 242 acres in 2030. Again, this assumes that the community parkland acreage stays the same. **Table 3.9** depicts these figures. The 2011 plan identified a community park LOS of 7.7 acres per 1,000 in 2011 and a deficit of 156 acres in 2030.

The NRPA establishes a service area for community parks of 1 mile, or the equivalent of roughly a 5 to 10 minute drive. **Figure 3.4** spatially shows a 1 mile service area for all the existing community parks in Lewisville. It is important to note that this service area is general and does not factor in physical barriers like roads or lack of sidewalks that can limit connectivity.

Table 3.9: Current and Target LOS for Community Parks

	2017	2030
Population	103,640	122,002
Acreage*	732.9 acres	732.9 acres
Current LOS	7.07 acres per 1,000 residents	6.0 acres per 1,000 residents
Target LOS	8 acres per 1,000 residents	8 acres per 1,000 residents
Acreage to acquire to meet Target	96.4 acres	242.8 acres
NRPA Standard	5-8 acres per 1,000 population	

*includes Lake Park and Railroad Park

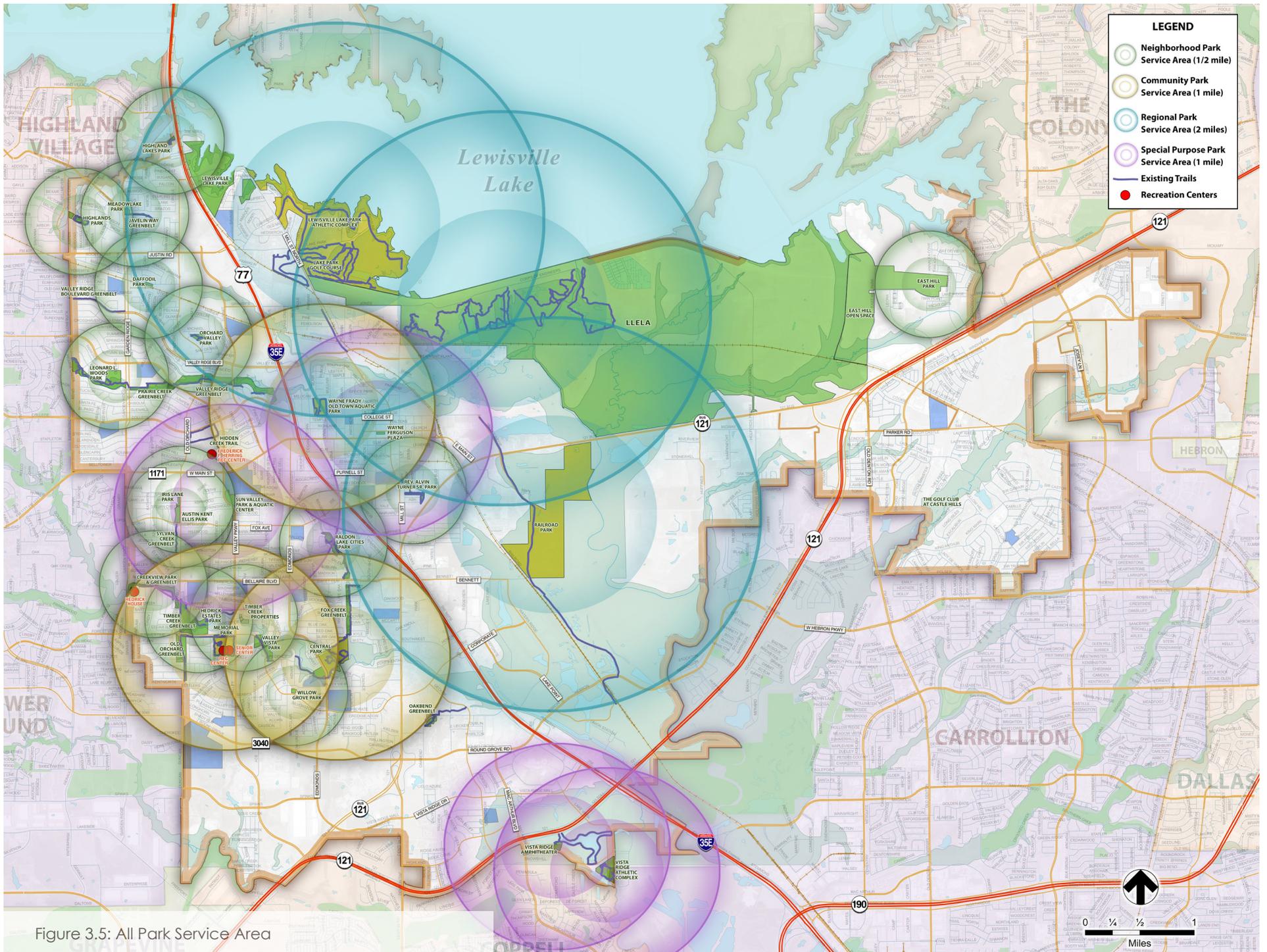


Total Park System

When considering the park system as a whole, the parkland LOS is 14.16 acres per 1,000 residents today and 12.03 acres per 1,000 residents in the year 2030. If LLELA is included, the total parkland LOS is 40.07 acres per 1,000 in 2017 and 34.04 acres per 1,000 residents in 2030. However, LLELA is considered undeveloped open space and requires a fee to enter so is therefore not typically taken into consideration for park acreage needs.

Figure 3.5 shows the service area for all parks in the Lewisville system. It is important to note that there is no NRPA benchmark for service area for regional parks or special purpose parks, and the service areas shown are based on what staff and the project team thought was representative of the population they serve. Prominent areas not served currently include the Castle Hills area and southwest Lewisville. It is the expectation that during the course of this plan update horizon, the Castle Hills area will be annexed. There are some existing green spaces there, but coordination and surveying is needed to determine what is open to the public and what is private. Additionally, most of the southwestern part of the City is office parks, but as redevelopment occurs, more residential development is likely to be incorporated into the area and will therefore warrant additional parkland.

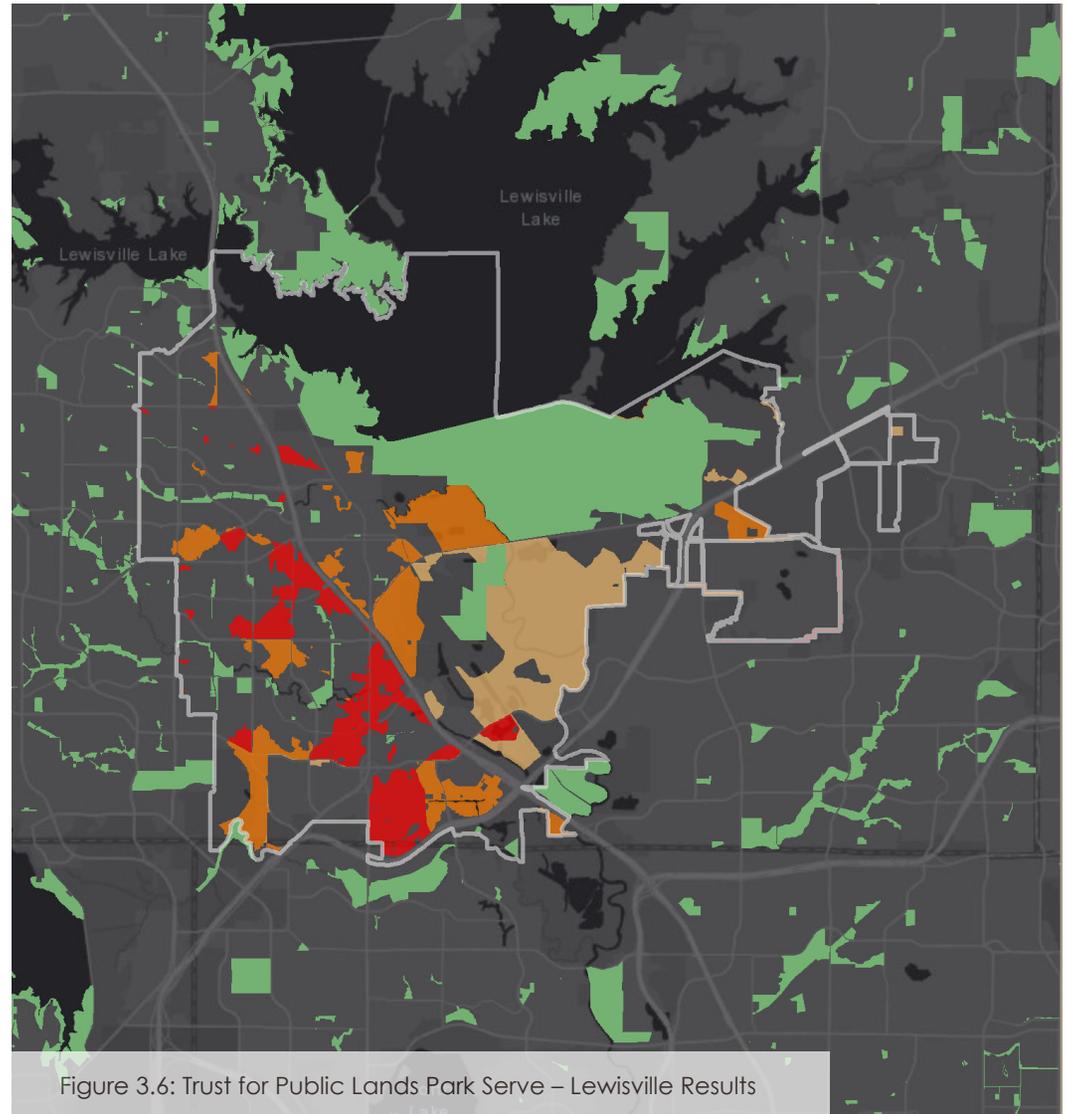




Trust for Public Lands Park Serve

Another method for assessing park access is the Trust for Public Lands Park Serve, which measures and analyzes access to parks based on comprehensive population, parks, and forecast data. The resulting Park Serve map shown in **Figure 3.6** represents areas of moderate to high park need based on access to parks within a ten minute walk (roughly equivalent to ½ mile).

According to the Park Serve assessment done in 2017, 61% of residents in Lewisville are within a ten minute walk to a park. Populated areas outside of the ten minute walk service area are assigned park need based on the density of the overall population, children under 19, and households with incomes less than 75% of the regional median household income. Drilling down further, the Park Serve analysis looks at park access based on age, income, and race/ethnicity. The percentage of youth (under 19) within a ten minute walk to park is 60%, which is slightly above the national average of 55%.



LEGEND

-  Report Area
-  Parks
- Park Need (Places)**
-  High
-  Moderate To High
-  Moderate



DEMAND APPROACH

Based on the input heard from the visioning sessions, public workshops, and online citizen survey, the most demanded facilities and demands included:

- Expanding trail system
- Natural habitat/nature areas
- Playgrounds
- Indoor swimming pools
- Indoor walk/jogging tracks
- Active Adult Center
- Youth soccer, baseball, and softball fields

RESOURCE APPROACH

As described in **Chapter 2**, the key natural resources that serve as opportunities for additional parks and open space are Lewisville Lake, LLELA, Elm Fork of the Trinity River, and the creeks and greenbelts that run through the City. Since the previous plan, LLELA has been made more accessible by the construction of the Blackjack Trail and the partnership that the City has entered into for management of the site. The proposed nature center will be a great opportunity for enhancing opportunities for learning and engaging with nature at LLELA. Cyclist and pedestrian connectivity and access should be considered when the nature center is designed. Additional linear parks and trails could be constructed adjacent to the network of creeks and surrounding greenbelts. Finally, two of the paddle access points along the Elm Fork are moving forward, but the City could consider looking at connectivity from those access points to the City's trail and bikeway network.

RECOMMENDATIONS

In order to develop the recommendations for this plan update, the action plan from the 2011 plan was reviewed and items were removed if they had been completed or are no longer relevant, other items were carried over, and new items were added to reflect more recent initiatives. The high priority outdoor and indoor actions from the 2011 plan and their current status are listed in **Table 3.10** below.

The remainder of this chapter describes the system-wide improvements, new facilities, and policy changes that this master plan update recommends.

Table 3.10: 2011 Plan Priority Actions & Status

2011 PLAN OUTDOOR PRIORITY ACTIONS		
2011 Plan High Priority Action Item	Completed Actions	Completed Actions
Modernize existing parks with new playgrounds, pavilions, loop trails, and basketball court.	New playgrounds added to Highland Lakes, Iris, Valley Ridge Greenbelt Parks.	Carryover to Plan Update - continue to modernize.
Develop a city-wide network of multi-use trails.	DCTA rail trail under construction, trails at Lake Park completed, Garden Ridge Trail under design.	Carryover to Plan Update – continue to develop trail system
Create access points along the Elm Fork of the Trinity River.	Two access points are under design (Hebron and LLELA).	Carryover to Plan Update – complete construction of access points.
Construct new neighborhood parks in underserved areas.	East Hill neighborhood park construction.	Carryover to Plan Update – ten minute walk to a park.
Build a new 12-court, full-service tennis center.	N/A	Modify – resurface courts at Sun Valley Aquatic Center and consider agreement with school district for shared use of courts.
2011 PLAN INDOOR PRIORITY ACTIONS		
2011 Plan High Priority Action Item	Completed Actions	Completed Actions
Renovate and upgrade the Frederick P. Herring Recreation Center.	N/A	Carryover to Plan Update.
Develop a new Recreation/Indoor Aquatic Center.	Multi-Generational Center currently under design.	Remove – currently underway.
Renovate the Senior Activity Center and repurpose the Memorial Park Recreation Center for senior use.	Being replaced by new Multi-Generational Center.	Remove – being replaced by new Multi-Generational Center.
Renovate and update the Hedrick House.	N/A	Carryover to Plan Update.

SYSTEM IMPROVEMENTS

Throughout the parks and recreation system in Lewisville there are improvements that can be made to enhance the existing system. Recommendations to existing parks, trails, and facilities are described in this section.

Parks

First, similar to other communities, many amenities in Lewisville parks are replaced or upgraded based on a schedule. This includes playgrounds, entry signs, and pavilions. When these amenities are replaced, the City should focus on using modern, state-of-the-art elements that are unique to the surrounding context. Areas in some parks are also not ADA compliant, so accessibility improvements should also be prioritized.

Additionally, as identified in the Lewisville 2025 process and this plan update, a strong emphasis on embracing the natural aspects of Lewisville was identified. Therefore, a recommendation of this plan update is to incorporate sustainable areas within parks, which could include wildflower areas, natural riparian buffers, native and drought-tolerant plants, and butterfly way stations. Lewisville is located within the annual migration path of monarch butterflies and in 2016, the Mayor of Lewisville signed the National Wildlife Federation Mayors' Monarch Pledge which states that the city will commit to restoring and preserving habitat for the butterflies. The pledge also encourages citizens to plant milkweed and nectar plants to provide habitats for the butterflies. Additionally, a medium-priority action is to expand the Creekview greenbelt to provide additional parkland in that area.

Finally, there are existing parks that would benefit from a redevelopment master plan. First, Lake Park is due for a new, comprehensive master plan to integrate the different sections of the park, upgrade elements, provide additional



connectivity, and become a premier lakefront destination park within the Metroplex. The Lake Park Master Plan should be initiated in 2018. Furthermore, the existing Vista Ridge Athletic Complex and Amphitheater are unusable in their current condition due to flooding. Therefore, another recommendation is to conduct a feasibility study to determine how these facilities can be made usable again and if they should be repurposed.

Trails

While this plan update does not update the trails master plan completed in 2011, the main recommendation is to continue on course to complete construction of the trail segments identified in Phase 1 of the Trails Master Plan. These priority segments are shown in **Figure 3.7**. Additionally, in order to enhance the existing network of trails, distinctive wayfinding signage should be added to direct to major destinations in the City, trailheads, and other trails. Finally, once the paddle launch access points are completed at Hebron and LLELA, the City should develop marketing materials to promote their use.

Facilities

The Memorial Park Recreation Center and Senior Activity Center are being replaced by the Multi-Generational Center, which will address many of the desired amenities noted in the citizen survey. With the design of the Multi-Generational Center almost complete and construction beginning in Summer 2018, the focus for recreation facilities in this master plan update is the Frederick P. Herring Recreation Center, Hedrick House, and J. Glenmore Savage Sr. Community Room.

Upgrades to the existing centers should include: enhancing the kitchen and meeting area of the Hedrick House; installing new audio/visual equipment, lighting, paint, and furniture in the J. Glenmore Savage Sr. Community Room; and, renovating the Frederick P. Herring Recreation Center. Once the Multi-Generational Center has been opened and operating for at least a year, the City should conduct a feasibility study to determine the best use of the Frederick P. Herring Center moving forward and then plan, design, and construct the renovations. Finally, the tennis courts at the Sun Valley Aquatic Center should be resurfaced to allow for more use instead of constructing new tennis courts as identified in the 2011 plan.



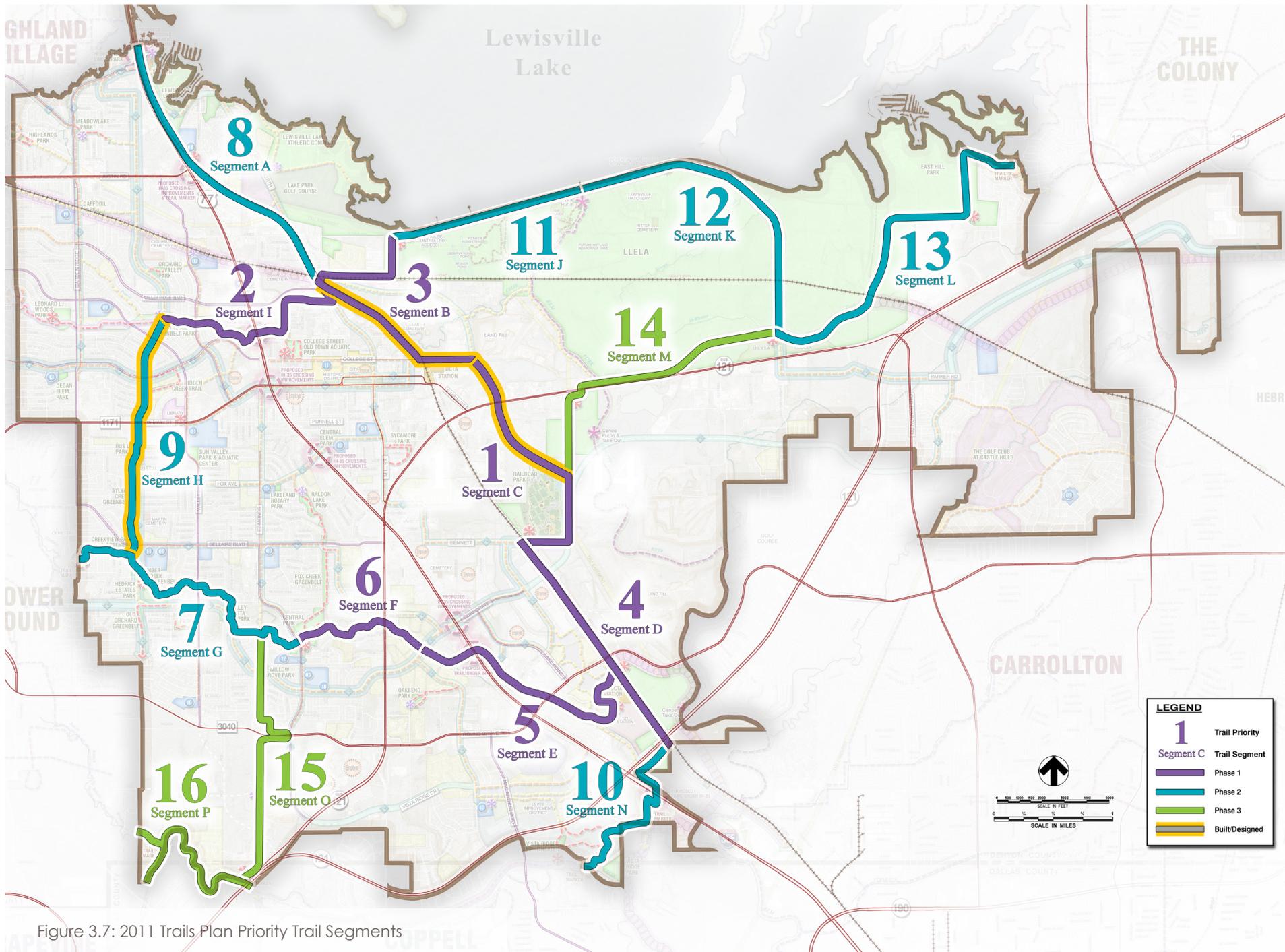


Figure 3.7: 2011 Trails Plan Priority Trail Segments

NEW FACILITIES

In addition to improvements to the existing parks system and facilities, as Lewisville continues to grow and seeks to provide better park access to residents, additional facilities should be considered. Recommendations for new parks are described in this section.

This master plan update also makes recommendations for incorporating parks, trails, and open space into two small area plan study areas identified by the Lewisville 2025 process for redevelopment. These two study areas are Southwest Lewisville and Old Town North and are shown in **Figure 3.8**. Recommendations for parks and additional connectivity in these two areas are included throughout this section.



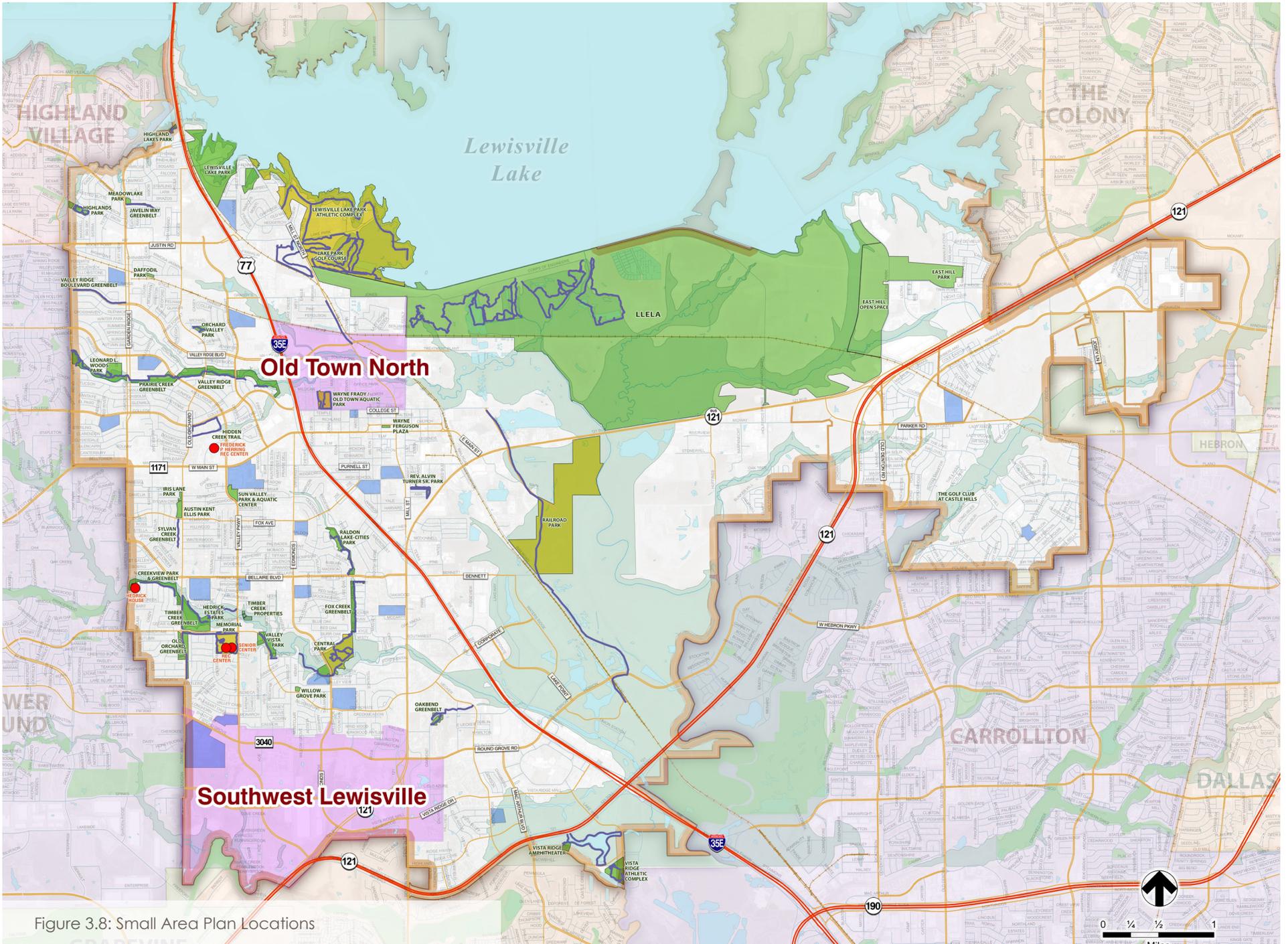


Figure 3.8: Small Area Plan Locations

Neighborhood Parks

Proposed neighborhood parks are in areas currently underserved by existing parks. **Figure 3.9** shows the location of these four neighborhood parks in the City. First, there is an opportunity to construct a neighborhood park at the Oak Bend Greenbelt located between Corporate Drive and Round Grove Road just east of Business 121. There is an existing trail located on the greenbelt property so other amenities to construct would be those typical of a neighborhood park such as a playground, picnic units, and small pavilion.

Another area that is underserved by parks is the far western part of Lewisville, including Castle Hills which will likely be annexed into Lewisville during the lifetime of this plan. The proposed parkland identified in the western part of the City is located within vacant land adjacent to a utility easement. Once a comprehensive survey has been conducted of the Castle Hills area, additional public parkland may be warranted to serve those residents.

Finally, as mentioned previously, this master plan update made additional recommendations for parks, trails, and open space for the Southwest Lewisville and Old Town North Small Area Plans. The southwestern part of the City is currently not well-served by parks, primarily because there has not been much residential development located there until recently. As the area continues to develop, parks should be a priority for this area. This master plan proposes two neighborhood parks in the southwest Lewisville area, one along Denton Creek and the other near new residential subdivisions along West Vista Ridge Mall Drive. A proposed regional trail connection to Grapevine would run adjacent to the proposed neighborhood park next to Denton Creek.



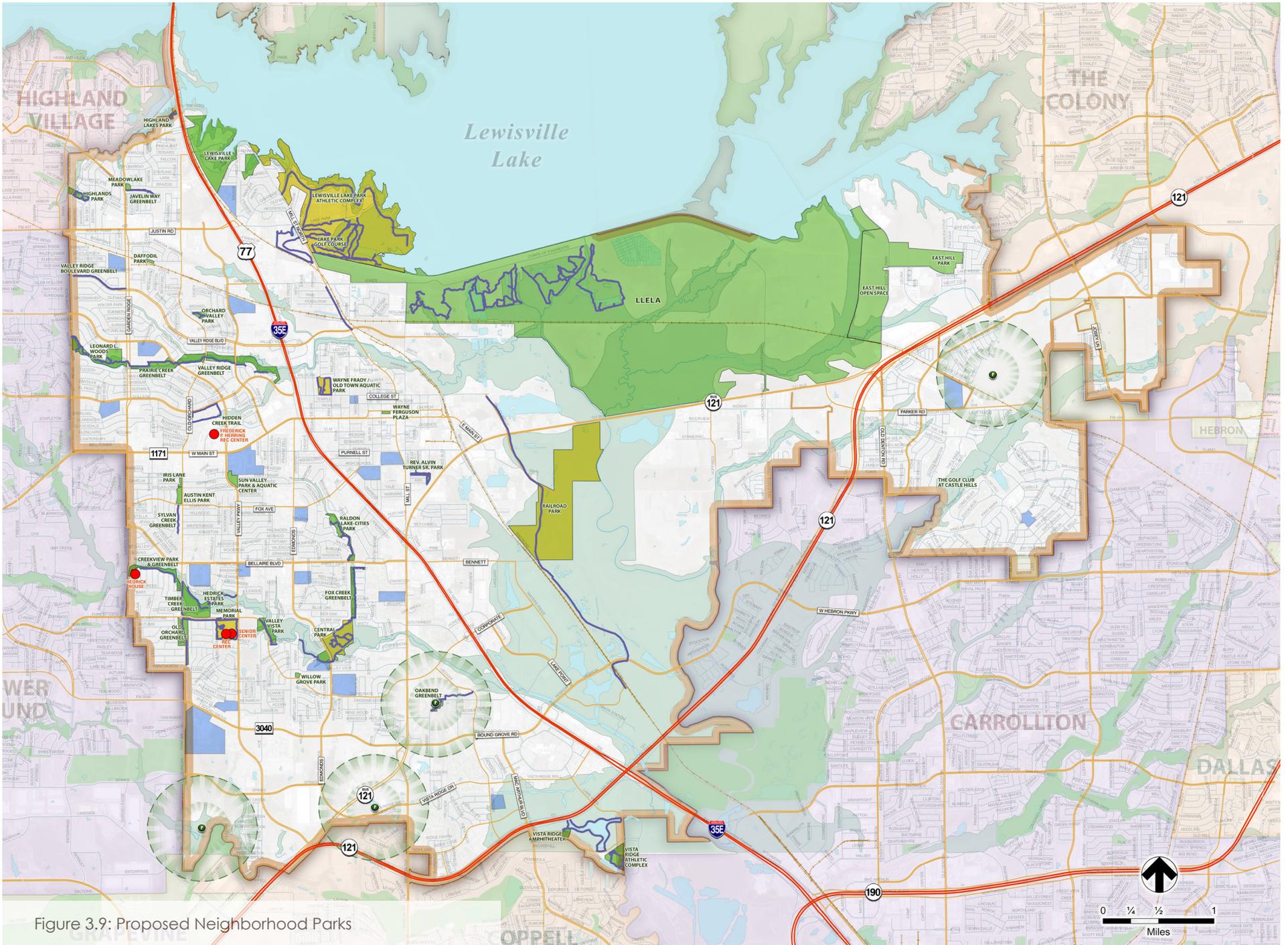
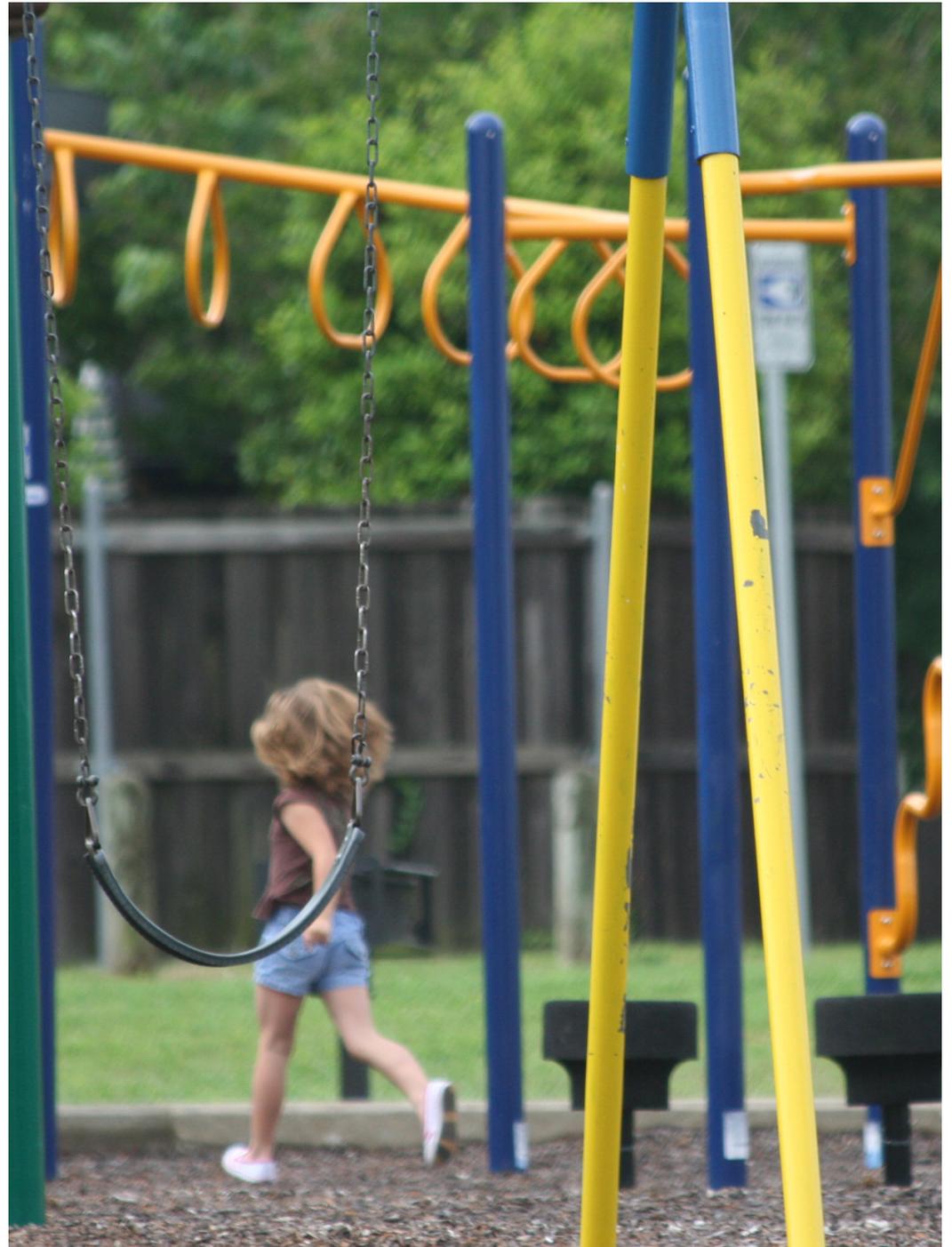


Figure 3.9: Proposed Neighborhood Parks

Shared-Use Playgrounds

Another opportunity to increase access to parks in the City is to share maintenance of school playgrounds between the school district and the City. The benefit of such an agreement is that these sites would count towards the overall park acreage within the City and therefore the City would not need to acquire as much additional parkland to meet the desired parkland level of service targets. Lewisville has previously entered into agreements with the school district for shared-use of school playgrounds, but these agreements need to be reviewed and perhaps expanded upon to include more schools. The following school sites should be considered for updated shared-use agreements and are shown in **Figure 3.10**.

- Castle Hills Elementary
- Central Elementary
- Degan Elementary
- Lakeland Rotary
- Parkway Elementary
- Rockbrook Elementary



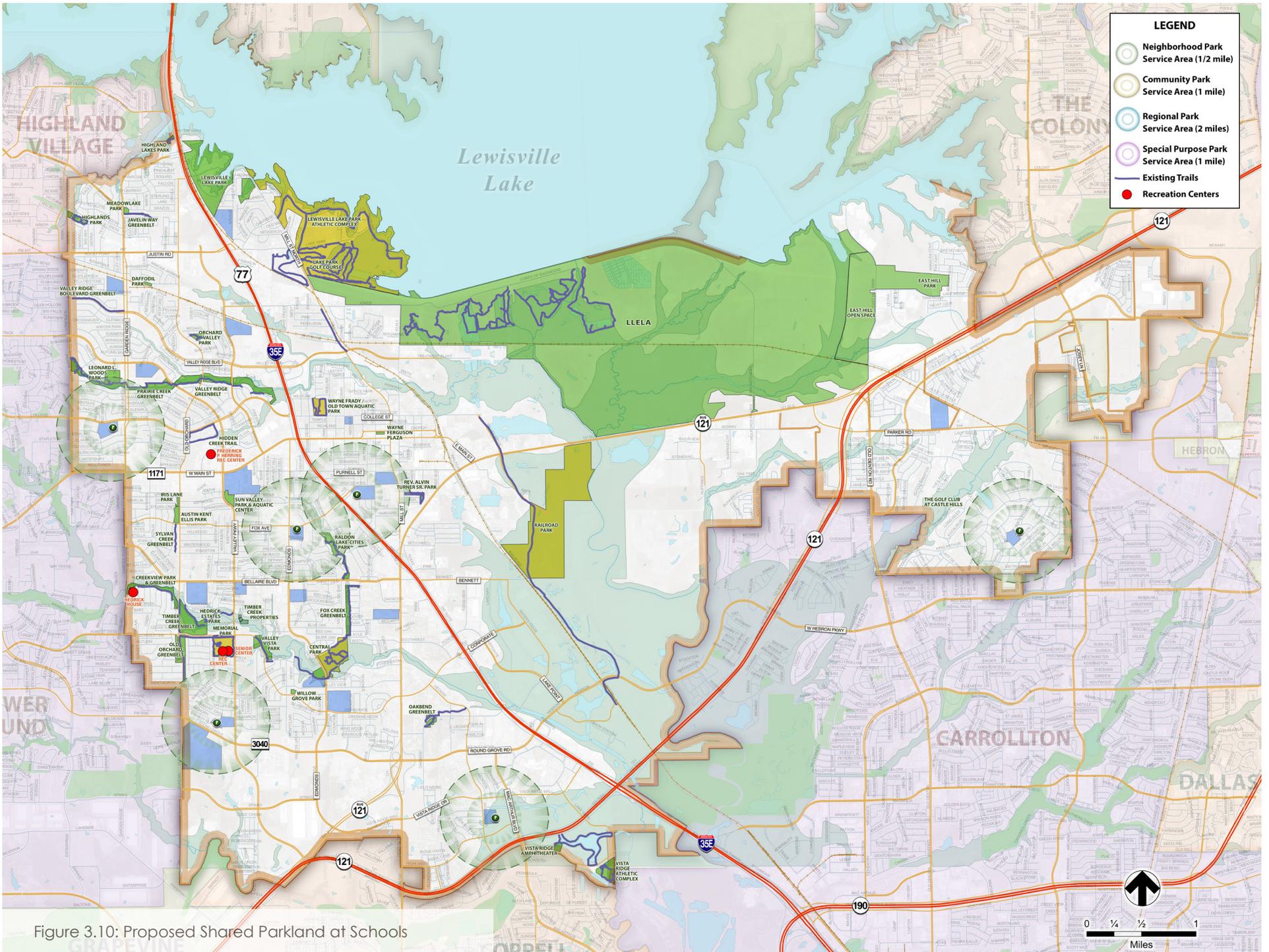


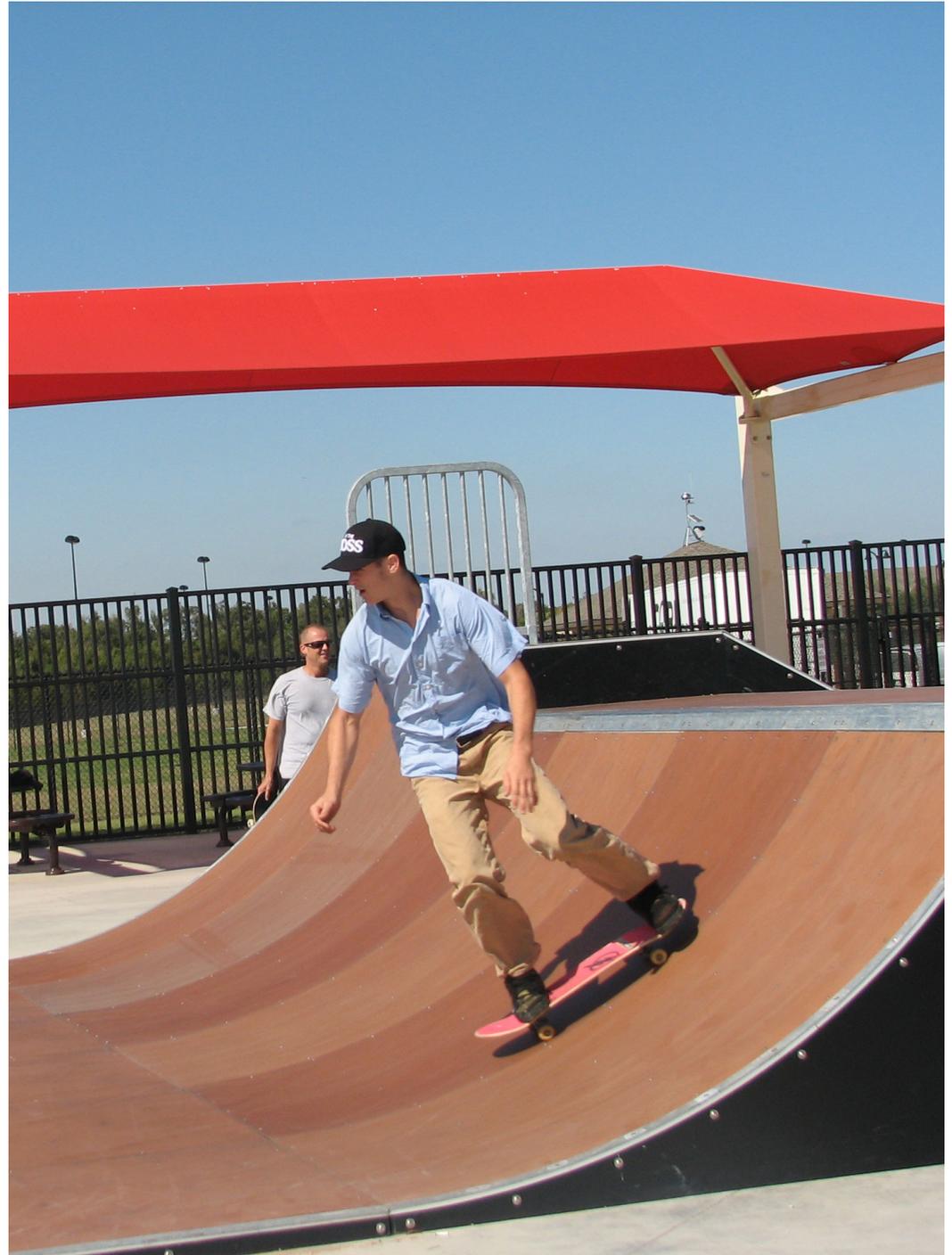
Figure 3.10: Proposed Shared Parkland at Schools

Special Purpose Parks

There are two special purpose parks that are currently proposed in Lewisville and an additional special purpose park is identified in this plan update. The first planned special purpose park is the Nature Park at Valley Vista. In the southeast corner of South Valley Parkway and W. Corporate Drive, the City acquired approximately 10.5 acres to eventually develop into a park. The site is across the street from the future Multi-Generational Center so the City has plans to develop the Valley Vista property into a nature park counterpart to the center. Currently at the conceptual design level, elements that are being considered include a wildflower prairie, nature discover area, concrete perimeter trail, crushed stone nature trails, nature nodes, and nature outposts.

Additionally, the Green Centerpiece Master Strategy recommended a Nature Center to be built at LLELA to serve as a destination for 'environmental education, research, and recreation within the Green Centerpiece.' The draft Green Centerpiece Master Strategy document estimates that the total cost would be \$20 Million to design and construct.

Finally, another potential special purpose site is the existing rodeo site at Parkway Drive and Kealy Avenue. The site serves as a boutique rodeo center and most rodeo club members live outside of the City. Due to the fact the City now owns the land and membership in the rodeo club has been declining in recent years, there is an opportunity to designate the land as a park, enhance the rodeo function, and add other uses to the site. A proposed trail was identified in the 2011 Trail Master Plan along Prairie Creek which is located in the back part of the site, so having publicly accessible parkland would make sense. As the population in the Old Town area continues to grow, this site would also help to serve downtown area residents. **Figure 3.11** shows the location of these proposed special purpose parks.



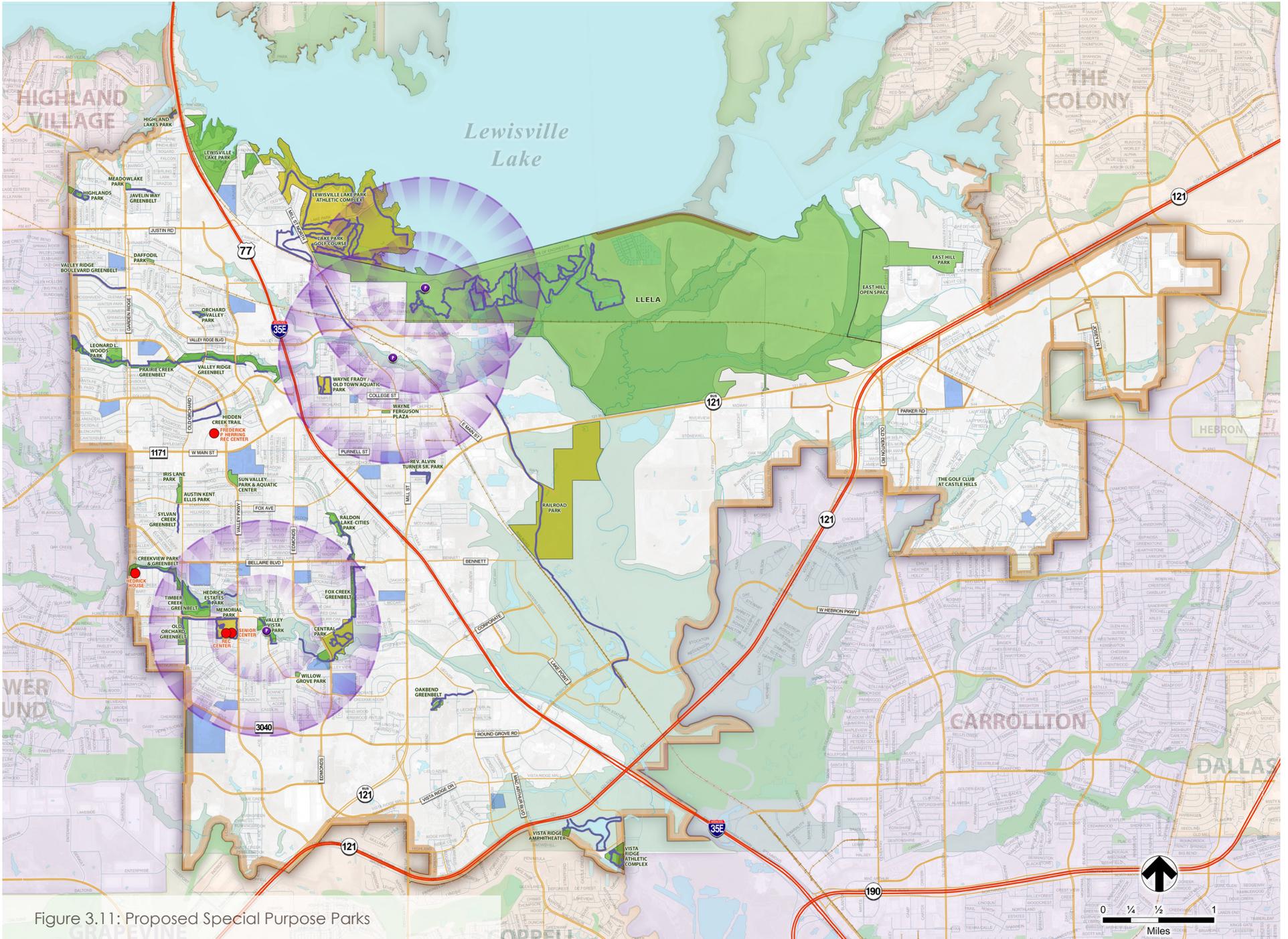


Figure 3.11: Proposed Special Purpose Parks

Community Parks

As shown in **Figure 3.12**, the only proposed community park in the City is in the East Hill open space area located between LLELA and the existing East Hill neighborhood park. At approximately 220 acres, there is an existing master plan to develop the site into a community park. That existing master plan calls for lots of active elements like sports fields, while staff feels the master plan should be revisited to incorporate more passive elements.



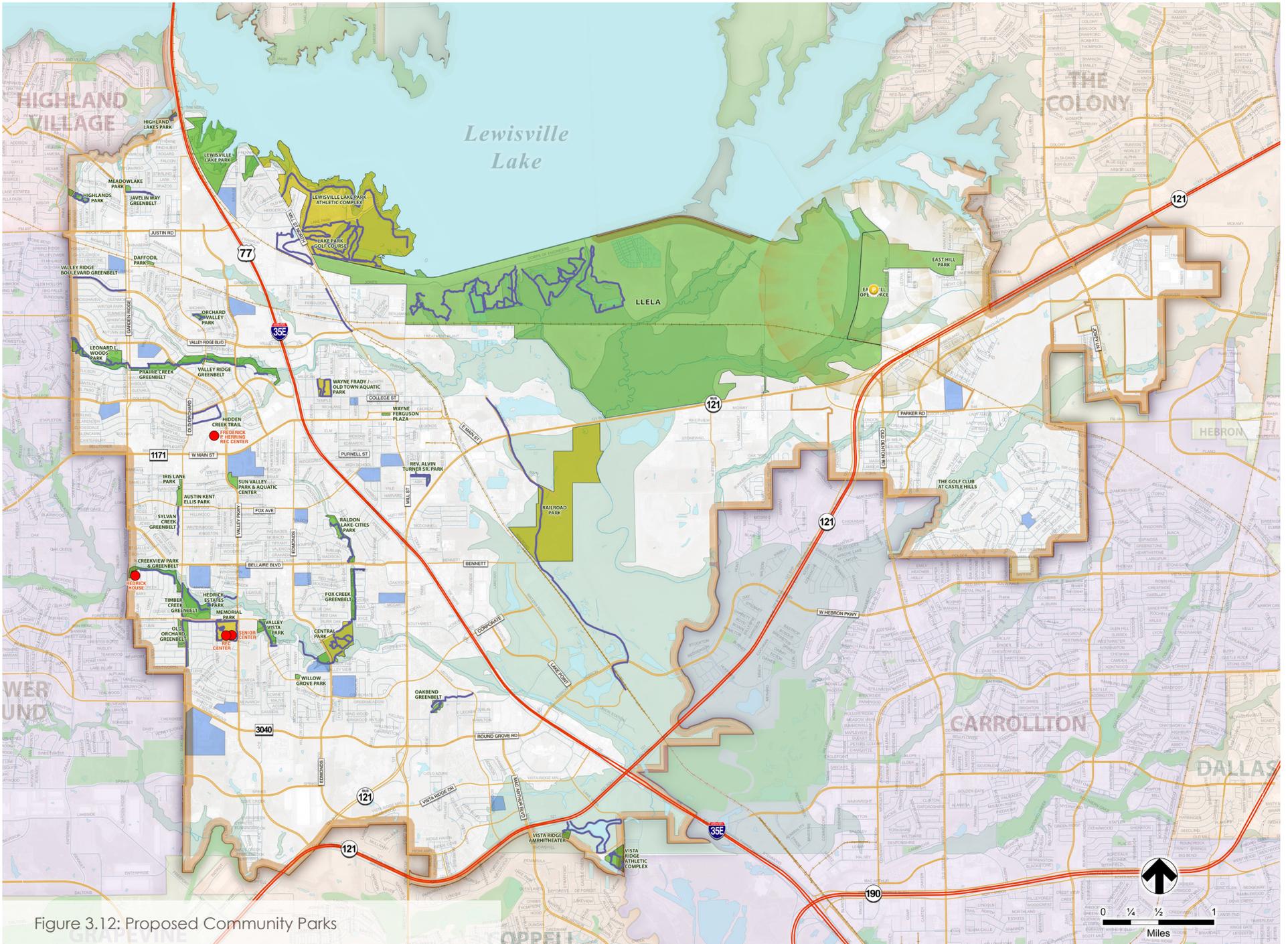


Figure 3.12: Proposed Community Parks



Trails

While this master plan update does not update the trails plan, it does identify trail segments as priorities to carry forward. The priority segments identified in this plan update are:

- DCTA Trail Extension: As an alternative to the on-street connection on College Drive and Kealy Avenue, the City should consider continuing the off-street trail along the newly constructed portions of Valley Ridge Boulevard. This would make the regional trail from Denton to Hebron Station in Lewisville more attractive to users as a continuous off-street trail.
- Lewisville/Carrollton/Coppell Connection: Another priority should be the connection from the recently completed Lewisville Hike and Bike Trail that ends at the Hebron Station down to the south to connect to Carrollton, Coppell, and eventually the Campion Trails in Irving. This trail connection is identified on the NCTCOG Regional Veloweb.
- Lewisville/Grapevine Connection: The third priority should be a trail connection along Denton Creek in the southwestern part of the City that would connect Lewisville and Grapevine. This segment is also included as part of the NCTCOG Regional Veloweb.

Figure 3.13 show trail priorities for the master plan update.



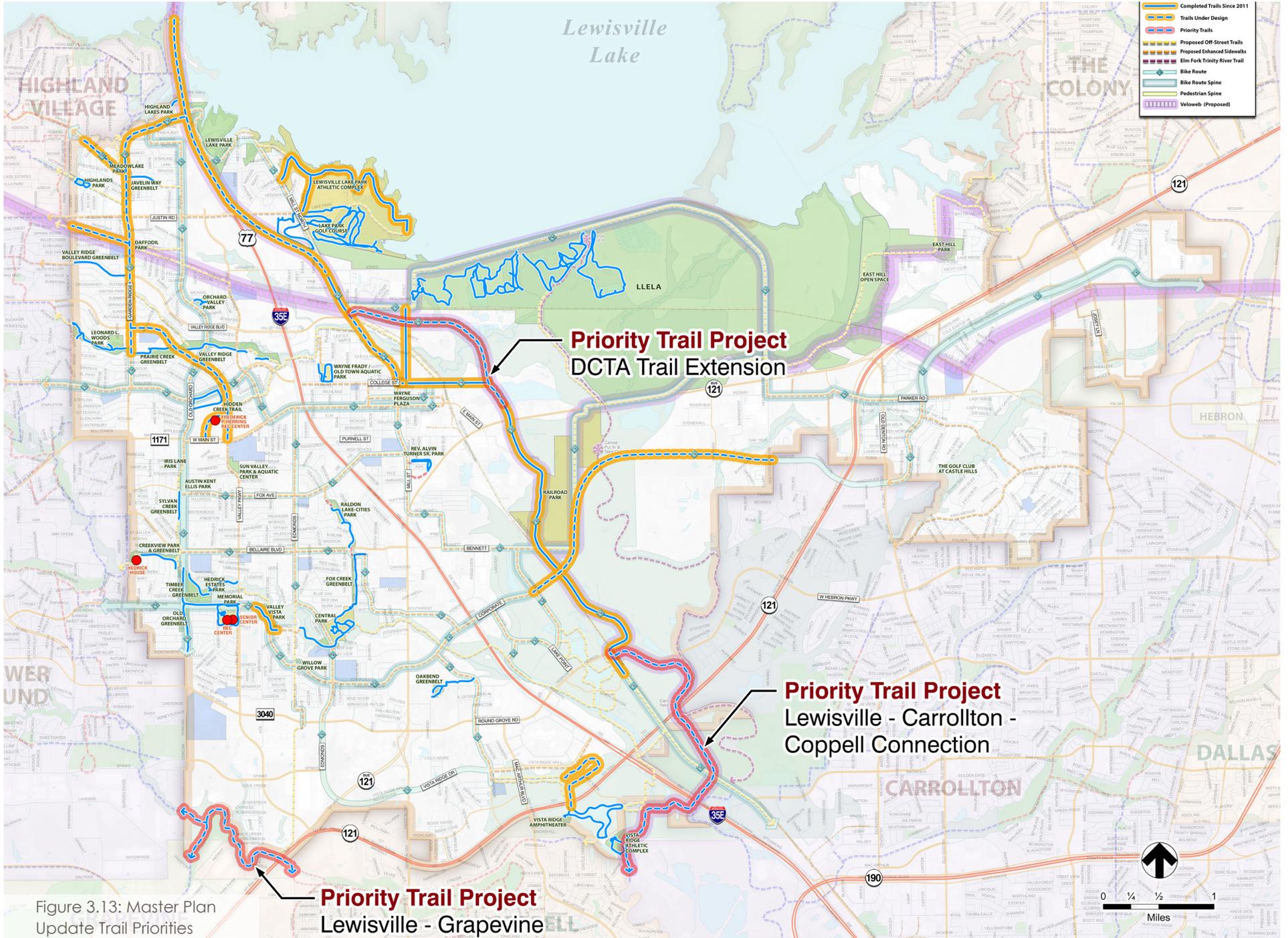


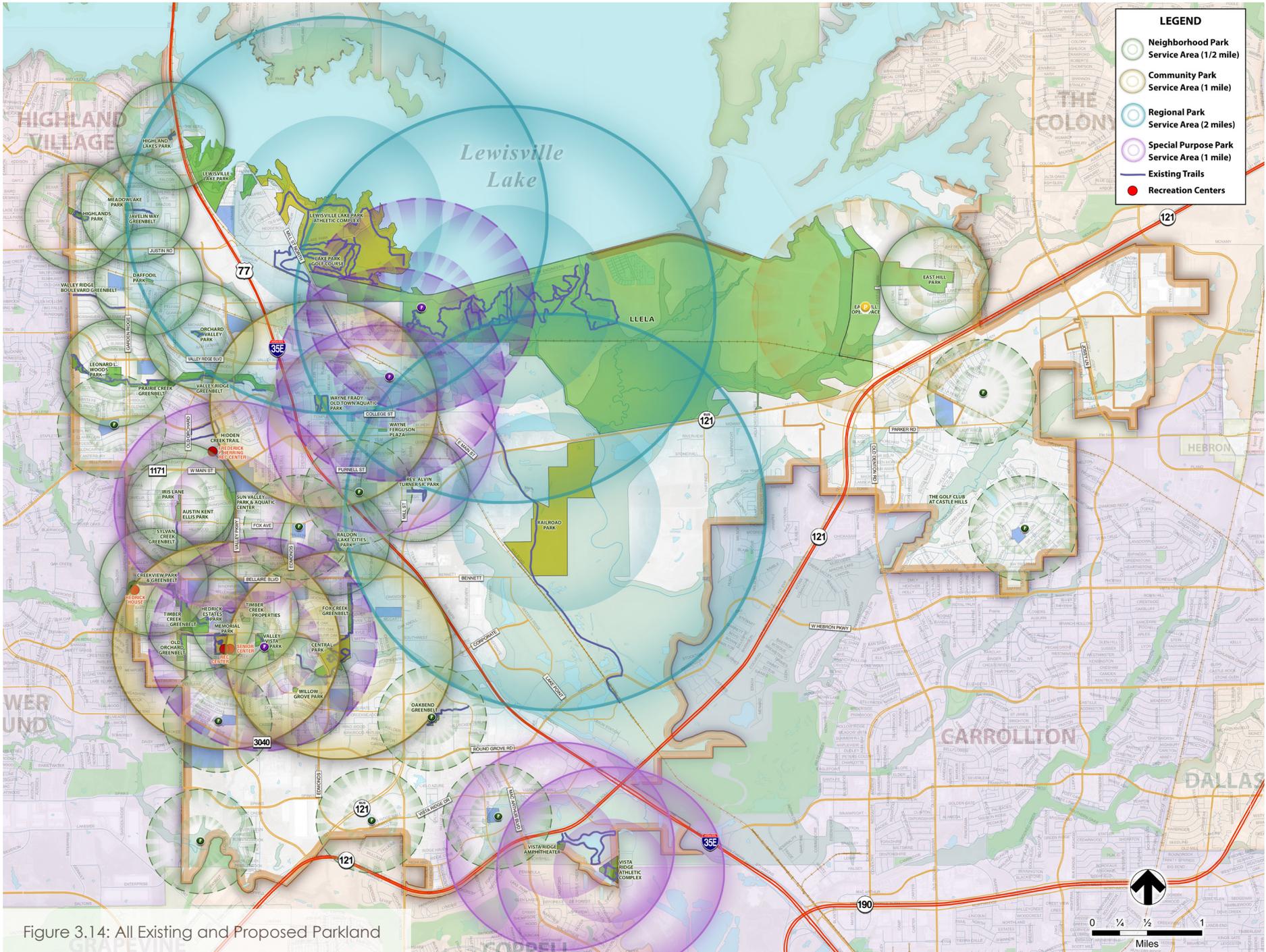
Figure 3.13: Master Plan Update Trail Priorities

Pocket Parks

The final new facility category is pocket parks, which was previously described as a new park classification in Lewisville. It is expected that denser residential development will continue to be built in the Old Town area, so this will increase the need for parks in that area. Pocket parks can be a small, ½ acre green space that provides natural relief and green space access to residents, visitors, and business owners. As Old Town continues to develop, it recommended that the City identify, designate or acquire land, and develop 2-3 pocket parks in the area and along the Lewisville Hike and Bike Trail as well. Additionally, the approximately 2.8 acres of land that the City will acquire in 2018 as part of a FEMA buy-out program could be transformed into a pocket park in the Timber Creek area.

Figure 3.14 shows all of the existing and proposed parkland service area, which shows overall access to parks for residents would increase if these proposed parks are constructed.





LEGEND

- Neighborhood Park Service Area (1/2 mile)
- Community Park Service Area (1 mile)
- Regional Park Service Area (2 miles)
- Special Purpose Park Service Area (1 mile)
- Existing Trails
- Recreation Centers

Figure 3.14: All Existing and Proposed Parkland

POLICY CHANGES

The final recommendations category is policy changes, which are an important component to developing and maintaining a quality parks system. Many communities have a parkland dedication ordinance that requires either dedication of land for public parks or cash in lieu of land dedication whenever new residential development occurs. This ensures that new development does not put an undue strain on the existing parks. In Lewisville, the current parkland dedication requirement is \$750 per dwelling unit. In order to reflect the true cost of parkland acquisition and development, the City is considering a two-part approach to update the parkland dedication ordinance. This approach would include requirements for dedication of land (with a cash in-lieu of land option) and a fee to develop the park. As shown in

Table 3.11, other cities in the Metroplex have similar ordinance structures. When Lewisville does adopt an updated ordinance, outreach may be required with developers to ensure they understand the value of the new requirements and that they should not be deterred from continuing to develop in the City.

Additionally, as a park system grows, the amount of planning, design, operations, and maintenance also increases. Due to the proposed increase in the number of parks identified in this plan update, it is recommended that the City hire a park planner or landscape architect to focus on the planning and design of new parks as well as planning for redevelopment of existing parks.

Chapter 4 includes a detailed action table with all of these recommendations, estimated costs, and relative priority.

Table 3.11: DFW Area Parkland Dedication Requirements

City	Parkland Dedication	Acreage		Parkland Development Fee
		Residential	Non-Residential	
Colleyville	1 acre/25 DU	\$1,802/DU	\$800/acre	
Flower Mound	1 acre/25 DU	Market value	\$1,000/acre	\$790/DU
Frisco	1 acre/50 DU	\$1,561/DU		
Grapevine	1 acre/145 DU	\$1,416/DU		
Highland Village		\$2,160/DU		\$1,025-\$1,447/DU
Keller		\$1,000/DU		
Lewisville		\$750/DU		
Mansfield	1 acre/100 DU	\$500/DU		\$750/DU
McKinney	1 acre/50 DU	Market value		\$2,000/DU
Plano		\$467/DU		
Rockwall	1 acre/72 DU	\$325/DU		\$2,000/DU
Southlake	1 acre/40 DU	Market value		
Wylie	5 acres/100 DU	Set by Council	\$1,000/acre	

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TIMBER
CREEK
TRAIL

IMPLEMENTATION

4



INTRODUCTION

The recommendations in this plan cannot be realized all at once, so an action plan with relative priority was developed to help guide implementation. This chapter presents the action plan, cost estimates, funding opportunities, and outlines how this plan update complies with Texas Parks and Wildlife Department requirements for grant funding.

ACTION PLAN & COST ESTIMATES

For each action included in the master plan update action table, there is a description of the action, estimate of probable cost, relative priority, and related overall plan goals and objectives. It is important to note that the cost estimates are at a planning level and will likely be refined during subsequent phases (i.e. design and engineering). The priority that is presented in the table (high, medium, or low) is relative to the other actions.

Generally, high priority means an action that should be completed in the next 1-5 years. Medium priority represents actions that should be completed in the next 5-10 years. Low priority actions represent actions that should be completed in 10-15 years. It is assumed that an update to this plan will occur before this timeframe is reached so these items will be refined over time. Finally, ongoing items are those that occur as needed.

Finally, the goal references in the last column relate to the goals and objectives listed in **Chapter 1**; for example, 1A refers to Goal 1, Objective A.

Table 4.1 represents the action table for the master plan update.

ACTION	ADDITIONAL DESCRIPTION	ESTIMATE OF PROBABLE COST	PRIORITY	PLAN GOAL
SYSTEM IMPROVEMENTS				
Modernize existing parks with new amenities and programs.	Set schedule to replace playground equipment, upgrade entry signs, ADA improvements, and other park features as needed.	\$500,000 minimum per park	Ongoing	1A, 3A, 5B
	Conduct redevelopment master plan for Lake Park (begin in 2018) and revisit community park master plan for East Hill Park.	\$150,000	High	
	Feasibility study to repurpose Vista Ridge Athletic Complex and Amphitheater.	\$80,000	High	
Incorporate sustainable areas within parks.	May include butterfly way stations, native and drought-tolerant plants, natural riparian buffers, and wild-flower areas.	\$50,000 minimum per park	Ongoing	3A
Continue to develop a city-wide network of multi-use trails.	Complete construction of Phase 1 trail segments from the Trails Master Plan.	\$6,300,000	High	4A, 4B, 4C
	Add wayfinding signage.	\$15,000 per sign	Medium	
	Move the 3 priority trails forward.	TBD from planning/design	High	
Create access points along the Elm Fork of the Trinity River.	Complete design of LLELA and Hebron access points and move to construction.	\$1,700,000	High	2A
Resurface tennis courts at Sun Valley and coordinate expanded access to LISD tennis facilities.	Work with LISD to facilitate joint access to existing tennis courts at area schools.	\$0	High	5B
	Resurface existing courts to improve playing conditions and add multi-purpose court striping.	\$40,000	Medium	
Renovate and modernize the Frederick P. Herring Recreation Center.	After the MGC opens, conduct feasibility study to determine best use of the facility.	\$100,000	Medium	5B, 6A
	Plan, design, and construct new components.	TBD by feasibility study	Low	
Renovate and update the Hedrick House.	Plan, design, and construct new components.	\$250,000	Medium	1A
Update technology and furniture components in the J. Glenmore Savage Sr. Community Room.	Install new A/V equipment, lighting, paint, and furniture.	\$80,500	Medium	1A

ACTION	ADDITIONAL DESCRIPTION	ESTIMATE OF PROBABLE COST	PRIORITY	PLAN GOAL
NEW FACILITIES				
Construct new parks, trails, and open space in under-served areas.	Revisit interlocal agreement with LISD for shared parkland. Consider Degan, Lakeland Rotary, Central, Rockbrook, Parkway, and Castle Hills elementary schools.	Shared maintenance costs	High	1A
	Create a neighborhood park at the Oak Bend Greenbelt.	\$1,200,000	Medium	
	Develop a neighborhood park in the Castle Hills area.	Acquisition: \$250,000 Planning & Design: \$180,000 Construction: \$1,200,000	Low	
	Designate the rodeo site as parkland and repurpose as an enhanced rodeo site with multi-purpose uses.	TBD from planning/design	Low	
Develop the Valley Vista Property into a nature park	Dedicate property as parkland. Develop a master plan that considers elements such as sustainability, natural areas, wildlife, and outdoor learning.	Master Plan & Design: \$450,000 Construction: \$3,000,000	High	1A, 3A
Construct nature center at LLELA.	Develop a master plan that considers elements such as access, preservation of sensitive areas, and education.	\$20,000,000	Medium	2B
Incorporate parks, trails, recreation, and open space as identified in the small area plans.	Construct parks and trail connections in the Southwest Lewisville and North End Small Area Plan areas	TBD – completion of Small Area Plans	Medium	1B
Create pocket parks in the City.	Create pause points along the DCTA Rail Trail.	\$400,000 (for 2 pause points)	Medium	1A, 5A
	Acquire parcels in Old Town to serve as pocket parks as the area continues to redevelop and has more residential density.	Land acquisition: \$250,000	High	
	Develop a pocket park in the 2.8 acres of land near Timber Creek acquired through the FEMA buy-out program.	\$200,000	Medium	

ACTION	ADDITIONAL DESCRIPTION	ESTIMATE OF PROBABLE COST	PRIORITY	PLAN GOAL
OTHER				
Implement a new parkland dedication ordinance.	Seek approval and formally adopt a new dedication ordinance. Integrate with current development regulations.	N/A	High	3B
Hire a park planner/landscape architect.	Additional full time employee will assist with future growth of the parks system.	\$50,000 to \$70,000	High	3B

FUNDING STRATEGIES

LOCAL FUNDING SOURCES

Municipal Bonds: Debt financing through the issuance of municipal bonds is a common way in which to fund park and open space. Using this strategy, a city issues a bond, receives an immediate cash payment to finance projects, and must repay the bond with interest over a set period of time ranging from a few years to several decades. General obligation bonds - the most common form of municipal bond - is the primary bond type for park and open space projects.

Developer Requirements: This tool can be used to require new development to provide a dedication of land for neighborhood and community parks (or fee-in-lieu of land) and park development fees to offset the City's costs. This is accomplished through the Park Land Dedication Ordinance, which is discussed in more detail in **Chapter 3**.

Tax Increment Financing/Public Improvement Districts: These related tools allow a development district to divert a portion of its property taxes to fund infrastructure improvements within its area. This can include pocket parks, linear parks, and other types of facilities.

Private Sponsorship Programs: Obtaining private sponsorship for parks and recreation facilities—often by selling naming rights—can be an effective tool for acquiring additional financing. A successful example is Lone Star Toyota of Lewisville Railroad Park. The long-term success of this tool depends on a concerted effort by the City to ensure the ongoing prominence of the sponsored facilities through appropriate marketing efforts and a commitment to an excellent maintenance program.





GRANT PROGRAMS

Texas Parks and Wildlife Outdoor Recreation Grants: This program provides 50% matching grant funds to municipalities and other local units of government with a population less than 500,000 to acquire and develop park land or to renovate existing public recreation areas as identified and described per a TPWD-approved Parks Master Plan. There are two funding cycles per year with a maximum award of \$500,000. Eligible sponsors include cities, counties, municipal utility districts, river authorities, and other special districts. Projects must be completed within three years of approval.

National Recreational Trails Fund: This federally funded program receives its funding from a portion of federal gas taxes paid on fuel used in non-highway recreational vehicles. The grants can be up to 80% of project cost. Funds can be spent on both motorized and non-motorized recreational trail projects, such as the construction of new recreational trails, improvement of existing trails, development of trail heads or trailside facilities and acquisition of trail corridors

Transportation Alternatives Program: TA funding is a set-aside of the STBG Program and funds Active Transportation and Safe Routes to School projects. Projects that are small-scale in nature typically qualify for TA funding. TA funding is a competitive process and in the Dallas-Fort Worth region the North Central Texas Council of Governments (NCTCOG) solicits, reviews, and awards projects.

Transportation Investment Generating Economic Recovery Discretionary Grant Program (TIGER): TIGER grants are discretionary grants that can be utilized to fund surface transportation infrastructure capital investments. TIGER grants primarily focus on projects that provide both economic benefits and improve access to reliable, safe and affordable transportation options. TIGER grants may be used for, but are not limited to, bicycle lanes, cross walks, lighting, and bridges. It is important to note that many bicycle and pedestrian projects will only be competitive if they are part of a larger project with proven economic benefits.

OTHER FUNDING SOURCES

Purchase of Development Rights or Transfer of Development Rights: Purchase of development rights (PDR) and transfer of development rights (TDR) are programs for landscape preservation whereby a municipality, county, or other entity can pay landowners (typically farmers and ranchers) to limit development on their land. Through PDR, landowners are paid an amount relative to the development potential of their land, required to maintain their land generally as-is, and maintain ownership of the land and residence. TDR programs conserve rural landscapes through “trading” potential development intensity between sending areas and receiving areas. Areas to be protected (significant cultural, rural, or natural landscapes) are designated as sending areas while areas where more intense development is desirable are designated as receiving areas. Both of these programs can offer a financially competitive alternative to selling land for development.

Tree Mitigation Funds: The source of such a fund results when a city levies fines against developers for removing quality trees for development. The revenue generated is used to plant trees and to irrigate city properties, thereby enhancing the community.

Electric Utility Partnerships: This type of partnership can be established for the purpose of providing and enhancing linear parks and trails along utility easements. Through the use of agreements and/or easements, land is made available for trail corridors in easements at little cost to the community.

Utility Bill Contributions: In many cities, residents are allowed to electively add a small amount to their utility collection bills to fund park improvements. As an example, the City of Colleyville has a Voluntary Park Fund, which allows citizens to donate \$2.00 per month through their water utility bills. This results in approximately \$150,000 per year, which is used to fund park improvements throughout their community.

Land Trusts: Land trusts can be used to acquire natural areas, open space, and other land for public use. Typically, land trusts not only assist in funding land acquisition but also assist in managing the transaction and financing. Often, each land trust will have a specific set of requirements for the types of land they are willing to help acquire and/or how that land will be used.

TPWD MASTER PLAN COMPLIANCE

In order to be eligible for the previously mentioned Texas Parks and Wildlife Department (TPWD) funding, the agency requires that a municipality submit an updated park master plan every five years and a completely new plan every ten years. Minimum requirements for the plan include:

- Summary of accomplishments since previous plan (see Progress Since Previous Plan section in **Chapter 3**)
- New, pertinent public input (see Public Input section in **Chapter 2**)
- Inventory data (see System Inventory section in **Chapter 3**)
- Updated needs assessment (see Needs Assessment section in **Chapter 3**)
- Priorities (see **Table 4.1**)
- Implementation plan (see **Table 4.1**)
- Demographics (see Demographics section in **Chapter 2**)
- Goals and objectives (see Vision and Goals section in **Chapter 1**)
- Standards (see **Appendix C**)
- Maps (see **Figure 3.14** for overall recommendations map)



CONCLUSION

This parks, recreation, and open space master plan update further refines the recommendations from the 2011 plan and incorporates updated demographics, public input, and progress made in implementing the previous action plan. The resulting master plan update also accounts for new City initiatives such as the ten minute walk to park goal, Mayor's Monarch Butterfly Challenge, and the Green Centerpiece and Extending the Green Big Moves from Lewisville 2025. Over the next five years, the action table should be used to guide budget requests and capital expenditures.



HIGHLAND VILLAGE / LEWISVILLE LAKE



CARROLLTON DENTON →



WALMART

4

APPENDICES

5

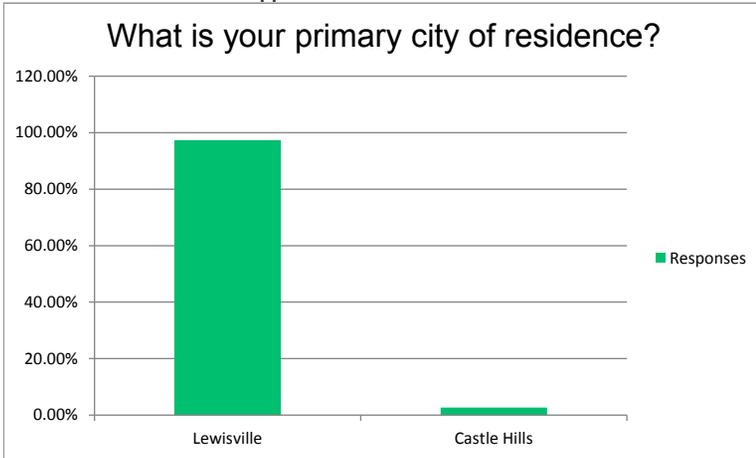


APPENDIX A: WESTERN DAY QUESTIONNAIRE RESULTS

Western Days Questionnaire Results

1. What is your primary city of residence?

Answer Choices	Responses	
Lewisville	97.30%	36
Castle Hills	2.70%	1
Other (please specify)		20
Answered		37
Skipped		19

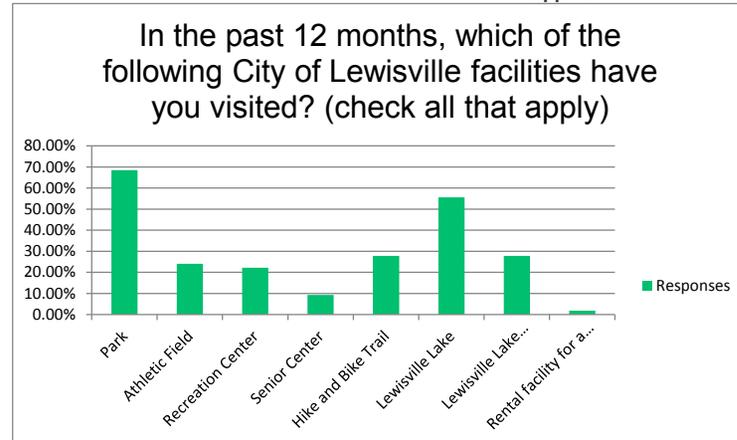


Respondents	Response Date	Other (please specify)	Categories
1	Sep 30 2017	0 75067	
2	Sep 30 2017	0 Forney	
3	Sep 30 2017	0 Forney Tx	
4	Sep 30 2017	0 Irving	
5	Sep 30 2017	0 Denton	
6	Sep 30 2017	0 Flower mound	
7	Sep 29 2017	1 The colony	
8	Sep 29 2017	0 Mckinney	
9	Sep 29 2017	0 Holiday inn	
10	Sep 29 2017	0 Dallas	
11	Sep 29 2017	0 Lake dallas	
12	Sep 29 2017	0 Flower mound	
13	Sep 29 2017	0 Copper canyon	
14	Sep 29 2017	0 Flower mound	
15	Sep 29 2017	0 Fort worth	
16	Sep 29 2017	0 Oak point	
17	Sep 29 2017	0 Flower mound	
18	Sep 29 2017	0 Frisco	
19	Sep 29 2017	0 Duncanville	
20	Sep 29 2017	0 Denton	

Western Days Questionnaire Results

2. In the past 12 months, which of the following City of Lewisville facilities have you visited? (check all that apply)

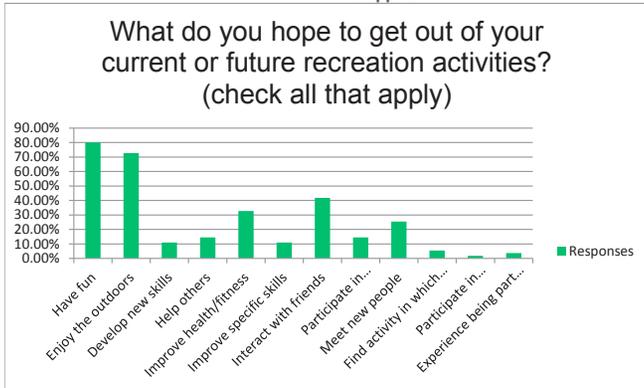
Answer Choices	Responses	
Park	68.52%	37
Athletic Field	24.07%	13
Recreation Center	22.22%	12
Senior Center	9.26%	5
Hike and Bike Trail	27.78%	15
Lewisville Lake	55.56%	30
Lewisville Lake Environmental Learning Area (LLELA)	27.78%	15
Rental facility for a meeting	1.85%	1
Answered		54
Skipped		2



Western Days Questionnaire Results

3. What do you hope to get out of your current or future recreation activities? (check all that apply)

Answer Choices	Responses	
Have fun	80.00%	44
Enjoy the outdoors	72.73%	40
Develop new skills	10.91%	6
Help others	14.55%	8
Improve health/fitness	32.73%	18
Improve specific skills	10.91%	6
Interact with friends	41.82%	23
Participate in organized sports	14.55%	8
Meet new people	25.45%	14
Find activity in which to excel	5.45%	3
Participate in competitions	1.82%	1
Experience being part of a team activity	3.64%	2
Other (please specify)		2
Answered		55
Skipped		1

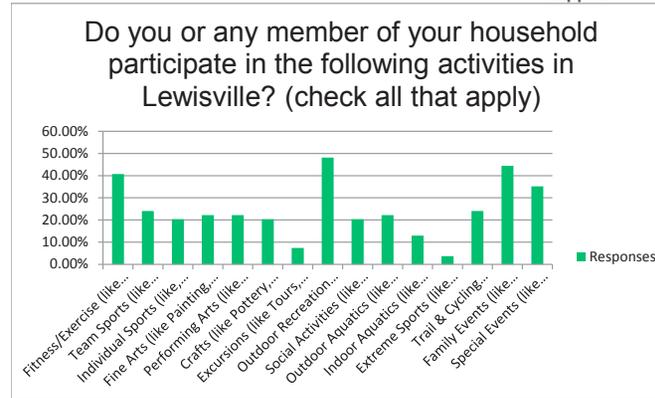


Respondents	Response Date	Other (please specify)	Categories
1	Sep 29 2017	0 Wildlife management	
2	Sep 29 2017	0 Kayaking and biking	

Western Days Questionnaire Results

4. Do you or any member of your household participate in the following activities in Lewisville? (check all that apply)

Answer Choices	Responses	
Fitness/Exercise (like Running, Jazzercise, Yoga, Etc.)	40.74%	22
Team Sports (like Baseball, Soccer Etc.)	24.07%	13
Individual Sports (like, Golf, Tennis, Boxing, Etc.)	20.37%	11
Fine Arts (like Painting, Drawing, Etc.)	22.22%	12
Performing Arts (like Music, Drama, Etc.)	22.22%	12
Crafts (like Pottery, Weaving, Etc.)	20.37%	11
Excursions (like Tours, Trips, Etc.)	7.41%	4
Outdoor Recreation (like Camping, Fishing Boating, Etc.)	48.15%	26
Social Activities (like Dances, Cooking, Card Playing, Etc.)	20.37%	11
Outdoor Aquatics (like Swimming, Spray Parks, Etc.)	22.22%	12
Indoor Aquatics (like Lap Swimming, Water Aerobics, Etc.)	12.96%	7
Extreme Sports (like BMX, Skateboarding, rock climbing Etc.)	3.70%	2
Trail & Cycling Activities (like Walking, Bicycling, Jogging, Etc.)	24.07%	13
Family Events (like Picnics, Get-togethers, Etc.)	44.44%	24
Special Events (like concerts, festivals, Etc.)	35.19%	19
Answered		54
Skipped		2



Western Days Questionnaire Results

5. Are there other cities where you participate in recreation activities? Please list:

Answered 46
Skipped 10

Respondents	Response Date	Responses	Categories
1	Sep 30 2017	0 No	
2	Sep 30 2017	0 Frisco	
3	Sep 30 2017	0 No	
4	Sep 30 2017	0 Denton	
5	Sep 30 2017	0 Flower mound	
6	Sep 30 2017	0 No	
7	Sep 30 2017	0 Forney	
8	Sep 30 2017	0 The Colony	
9	Sep 30 2017	0 Carrollton	
10	Sep 30 2017	0 Irving, dallas	
11	Sep 30 2017	0 Grapevine southlake	
12	Sep 30 2017	0 Highland village	
13	Sep 30 2017	0 Flower Mound	
14	Sep 30 2017	0 Denton Dallas fort worth	
15	Sep 30 2017	0 No	
16	Sep 30 2017	0 No	
17	Sep 30 2017	0 Dallas, Denton	
18	Sep 30 2017	0 No	
19	Sep 30 2017	0 Flowermound, I like to bike and go to events.	
20	Sep 30 2017	0 Flower Mound	
21	Sep 30 2017	0 Grapevine	
22	Sep 30 2017	0 Flower mound highland village	
23	Sep 30 2017	0 No	
24	Sep 30 2017	0 Carrollton	
25	Sep 30 2017	0 No	
26	Sep 30 2017	0 The colony	
27	Sep 30 2017	0 No	
28	Sep 29 2017	1 Plano. Flower mound	
29	Sep 29 2017	0 No	
30	Sep 29 2017	0 Highland Village	
31	Sep 29 2017	0 MckInney	
32	Sep 29 2017	0 All over	
33	Sep 29 2017	0 Mckinney	
34	Sep 29 2017	0 Conway Arkansas	
35	Sep 29 2017	0 Cfbranch	
36	Sep 29 2017	0 None	
37	Sep 29 2017	0 Lake dallas	
38	Sep 29 2017	0 Flower mound	
39	Sep 29 2017	0 Denton texas	
40	Sep 29 2017	0 Little elm	
41	Sep 29 2017	0 Highland village, flower mound, grApevine	
42	Sep 29 2017	0 Frisco parks	
43	Sep 29 2017	0 Dallas Duncanville	
44	Sep 29 2017	0 Flower mound highland village	
45	Sep 29 2017	0 Flower mound	
46	Sep 29 2017	0 No	

Western Days Questionnaire Results

6. What ONE recreational facility/amenity would you say Lewisville needs?

Answered 43
Skipped 13

Respondents	Response Date	Responses	Categories
1	Sep 30 2017 0	.	
2	Sep 30 2017 0	Something that combines nature and the arts, like the art boat	
3	Sep 30 2017 0	More nature trails	
4	Sep 30 2017 0	Another pool	
5	Sep 30 2017 0	Park	
6	Sep 30 2017 0	?	
7	Sep 30 2017 0	Park	
8	Sep 30 2017 0	None	
9	Sep 30 2017 0	None	
10	Sep 30 2017 0	N/A	
11	Sep 30 2017 0	Indoor public pool	
12	Sep 30 2017 0	Idk	
13	Sep 30 2017 0	Sitting volleyball	
14	Sep 30 2017 0	Bike path	
15	Sep 30 2017 0	Swimming pool	
16	Sep 30 2017 0	More nature trails	
17	Sep 30 2017 0	Lake side activities	
18	Sep 30 2017 0	More tennis court	
19	Sep 30 2017 0	NA	
20	Sep 30 2017 0	N/A	
21	Sep 30 2017 0	More racquetball courts	
22	Sep 30 2017 0	Outdoor wedding venue	
23	Sep 30 2017 0	Basketball court	
24	Sep 30 2017 0	Indoor play area for children.	
25	Sep 30 2017 0	Don't know	
26	Sep 29 2017 1	Topgolf	
27	Sep 29 2017 0	Unsure	
28	Sep 29 2017 0	Kids camps year round	
29	Sep 29 2017 0	More parks	
30	Sep 29 2017 0	Skydiving	
31	Sep 29 2017 0	No idea	
32	Sep 29 2017 0	Sports volleyball	
33	Sep 29 2017 0	Lake	
34	Sep 29 2017 0	Golf	
35	Sep 29 2017 0	Dog park	
36	Sep 29 2017 0	Golf	
37	Sep 29 2017 0	Long distance bike trails	
38	Sep 29 2017 0	Cycle trails	
39	Sep 29 2017 0	None	
40	Sep 29 2017 0	Indoor aquatic play place	
41	Sep 29 2017 0	Family fun	
42	Sep 29 2017 0	Kayak ramps on the trinity.	
43	Sep 29 2017 0	Large scale community event space	

Western Days Questionnaire Results

7. What ONE recreational program/activity would you say Lewisville needs?

Answered 39
Skipped 17

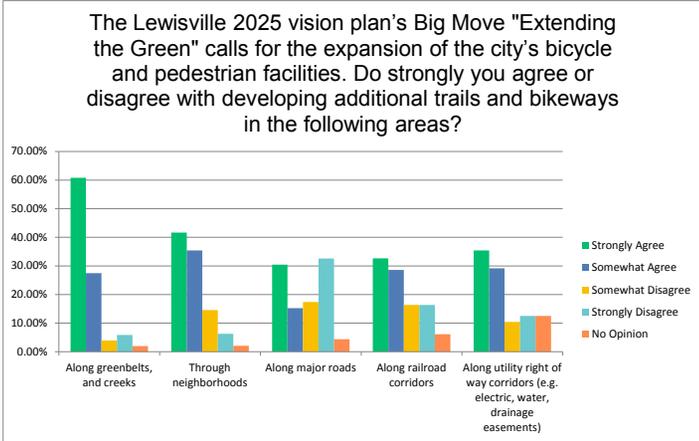
Respondents	Response Date	Responses	Categories
1	Sep 30 2017 0	I don't know	
2	Sep 30 2017 0	Rock climbing	
3	Sep 30 2017 0	More stuff at LLELA	
4	Sep 30 2017 0	None	
5	Sep 30 2017 0	Soccer	
6	Sep 30 2017 0	Boating	
7	Sep 30 2017 0	Rodeo	
8	Sep 30 2017 0	None	
9	Sep 30 2017 0	N/A	
10	Sep 30 2017 0	Not sure	
11	Sep 30 2017 0	Idk	
12	Sep 30 2017 0	Sitting volleyball	
13	Sep 30 2017 0	Bike rides	
14	Sep 30 2017 0	Do not know	
15	Sep 30 2017 0	Na	
16	Sep 30 2017 0	Swimming	
17	Sep 30 2017 0	Archery	
18	Sep 30 2017 0	NA	
19	Sep 30 2017 0	N/A	
20	Sep 30 2017 0	More frequent guided nature hikes and canoe or kayak trips	
21	Sep 30 2017 0	Clean the parks	
22	Sep 30 2017 0	Personal Training	
23	Sep 30 2017 0	Basketball league	
24	Sep 30 2017 0	Don't know	
25	Sep 29 2017 1	Topgolf	
26	Sep 29 2017 0	Unsure	
27	Sep 29 2017 0	More swimming	
28	Sep 29 2017 0	Concerts	
29	Sep 29 2017 0	Wake boarding	
30	Sep 29 2017 0	Soccer	
31	Sep 29 2017 0	Volleyball	
32	Sep 29 2017 0	Llela	
33	Sep 29 2017 0	Senior citizen activities	
34	Sep 29 2017 0	More yoga classes	
35	Sep 29 2017 0	Indoor aquatics	
36	Sep 29 2017 0	Unk	
37	Sep 29 2017 0	None	
38	Sep 29 2017 0	Waterpark	
39	Sep 29 2017 0	Ninja Warrior Classes	



Western Days Questionnaire Results

8. The Lewisville 2025 vision plan's Big Move "Extending the Green" calls for the expansion of the city's bicycle and pedestrian facilities. Do strongly you agree or disagree with developing additional trails and bikeways in the following areas?

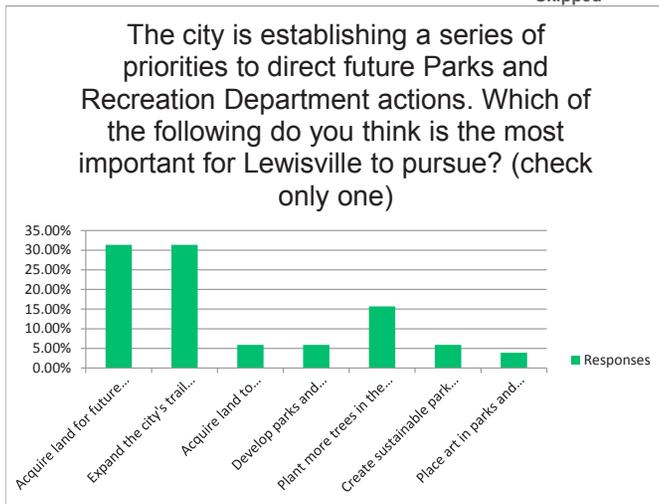
	Strongly Agree		Somewhat Agree		Somewhat Disagree		Strongly Disagree		No Opinion	Total
Along greenbelts, and creeks	60.78%	31	27.45%	14	3.92%	2	5.88%	3	1.96%	51
Through neighborhoods	41.67%	20	35.42%	17	14.58%	7	6.25%	3	2.08%	48
Along major roads	30.43%	14	15.22%	7	17.39%	8	32.61%	15	4.35%	46
Along railroad corridors	32.65%	16	28.57%	14	16.33%	8	16.33%	8	6.12%	49
Along utility right of way corridors (e.g. electric, water, drainage easer)	35.42%	17	29.17%	14	10.42%	5	12.50%	6	12.50%	48
									Answered	51
									Skipped	5



Western Days Questionnaire Results

9. The city is establishing a series of priorities to direct future Parks and Recreation Department actions. Which of the following do you think is the most important for Lewisville to pursue? (check only one)

Answer Choices	Responses	
Acquire land for future park and open space development	31.37%	16
Expand the city's trail system	31.37%	16
Acquire land to preserve environmentally sensitive areas such as nat	5.88%	3
Develop parks and facilities that are specific to tourism in the city	5.88%	3
Plant more trees in the city	15.69%	8
Create sustainable park development and maintenance practices (bu	5.88%	3
Place art in parks and other public places	3.92%	2
	Answered	51
	Skipped	5



Western Days Questionnaire Results

10. Please provide any additional comments that you have regarding the future of Lewisville's parks, recreation, trails and open space.

Answered	15
Skipped	41

Respondents	Response Date	Responses	Categories
1	Sep 30 2017 0	Made good park	
2	Sep 30 2017 0	None	
3	Sep 30 2017 0	None	
4	Sep 30 2017 0	N/A	
5	Sep 30 2017 0	The development of more green space	
6	Sep 30 2017 0	Please develop lake activities and restaurants	
7	Sep 30 2017 0	NA	
8	Sep 30 2017 0	N/A	
9	Sep 30 2017 0	Keep some open spaces and consider the wildlife	
10	Sep 30 2017 0	More fishing locations	
11	Sep 29 2017 0	Love the lake.	
12	Sep 29 2017 0	Na	
13	Sep 29 2017 0	Na	
14	Sep 29 2017 0	Love western days	
15	Sep 29 2017 0	I also think we need to create sustainable park maintenance practices along the trails	

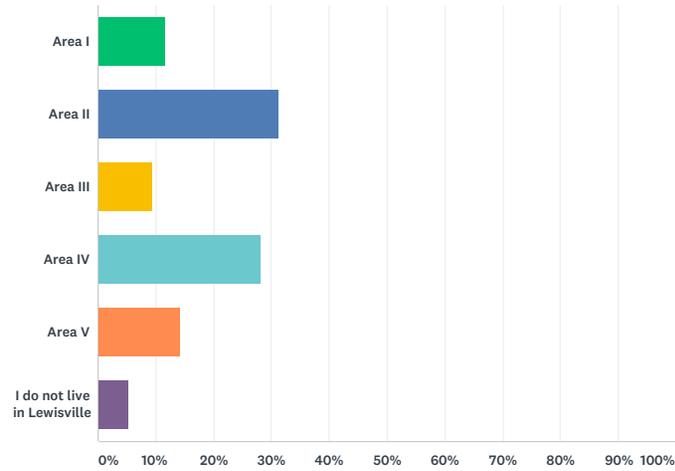


APPENDIX B: ONLINE SURVEY RESULTS

Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017

Q1 In what area of Lewisville do you live?

Answered: 555 Skipped: 1



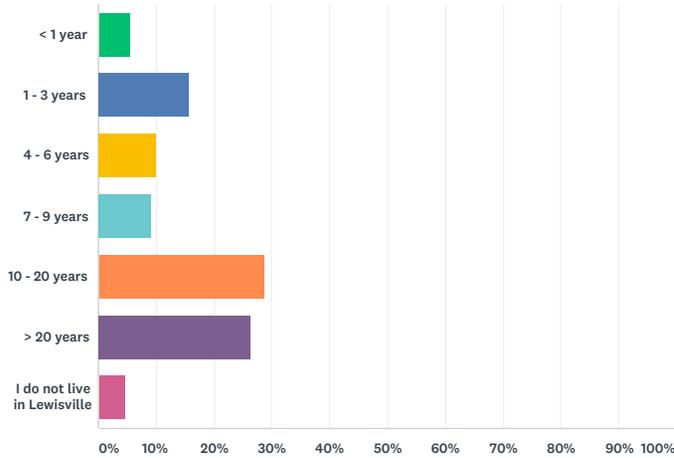
ANSWER CHOICES	RESPONSES	
Area I	11.71%	65
Area II	31.17%	173
Area III	9.37%	52
Area IV	28.29%	157
Area V	14.23%	79
I do not live in Lewisville	5.23%	29
TOTAL		555

Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017

Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017

Q2 How long have you lived in Lewisville?

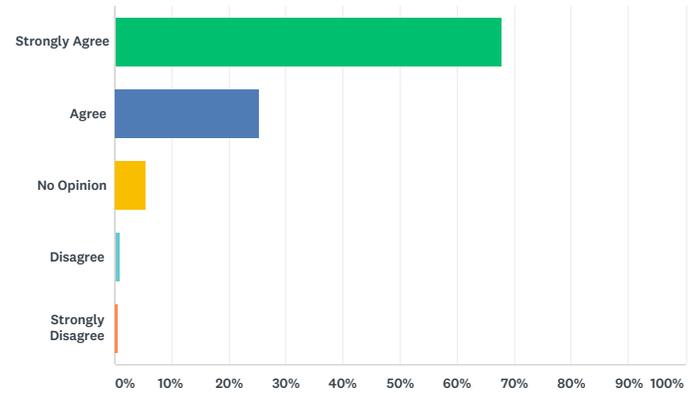
Answered: 554 Skipped: 2



ANSWER CHOICES	RESPONSES	
< 1 year	5.42%	30
1 - 3 years	15.70%	87
4 - 6 years	10.11%	56
7 - 9 years	9.21%	51
10 - 20 years	28.70%	159
> 20 years	26.35%	146
I do not live in Lewisville	4.51%	25
TOTAL		554

Q3 In the Lewisville 2025 Vision plan, the City has made a commitment to fostering the 'Green Centerpiece' (LLELA, Lake Park, etc.) and 'Extending the Green' throughout the city via trails, improved parks, and open spaces. Do you support these efforts?

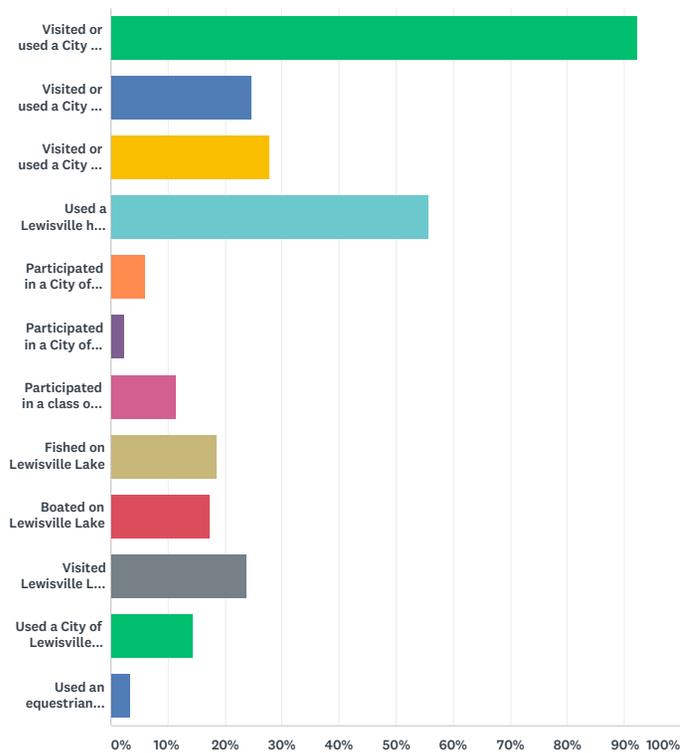
Answered: 556 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly Agree	67.81%	377
Agree	25.36%	141
No Opinion	5.40%	30
Disagree	0.90%	5
Strongly Disagree	0.54%	3
TOTAL		556

Q4 In the past 12 months have you or anyone in your household done the following? (check all that apply)

Answered: 506 Skipped: 50



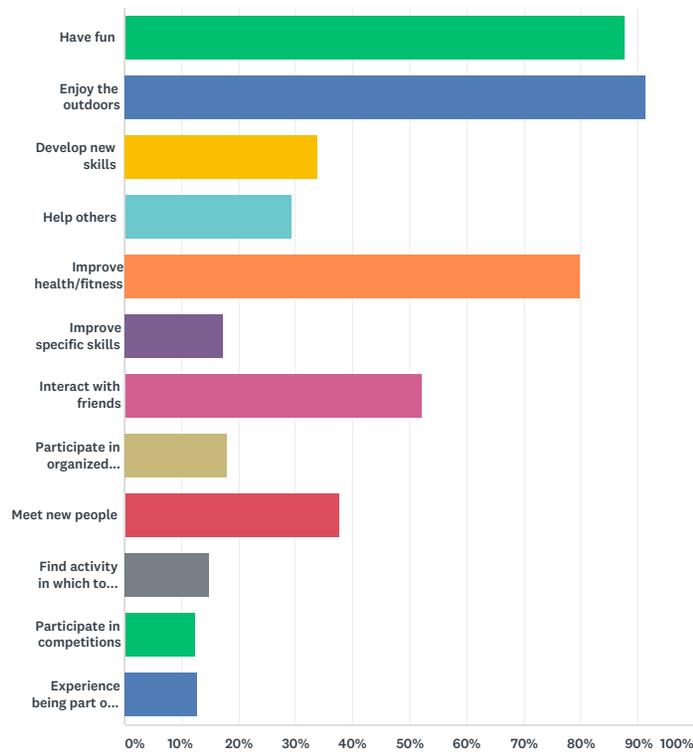
Activity	Percentage	Count
Boated on Lewisville Lake	17.39%	88
Visited Lewisville Lake Environmental Learning Area (LLELA)	23.91%	121
Used a City of Lewisville facility for a meeting	14.43%	73
Used an equestrian trail	3.36%	17
Total Respondents: 506		

ANSWER CHOICES	RESPONSES
Visited or used a City of Lewisville park	92.29% 467
Visited or used a City of Lewisville athletic field	24.70% 125
Visited or used a City of Lewisville recreation center	27.87% 141
Used a Lewisville hike and bike trail	55.73% 282
Participated in a City of Lewisville youth athletic league	6.13% 31
Participated in a City of Lewisville adult athletic league	2.37% 12
Participated in a class or program offered by the Lewisville Parks and Recreation Department	11.46% 58
Fished on Lewisville Lake	18.58% 94

Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017

Q5 Thinking about your current recreation activities and those in which you might wish to participate, choose the responses to show what you or members of your household would like to get out of those activities? (check all that apply)

Answered: 537 Skipped: 19



ANSWER CHOICES	RESPONSES	
Have fun	87.71%	471
Enjoy the outdoors	91.43%	491
Develop new skills	33.89%	182
Help others	29.24%	157
Improve health/fitness	79.89%	429
Improve specific skills	17.32%	93

Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017

Interact with friends	52.14%	280
Participate in organized sports	18.06%	97
Meet new people	37.62%	202
Find activity in which to excel	14.90%	80
Participate in competitions	12.29%	66
Experience being part of a team activity	12.85%	69
Total Respondents: 537		

#	OTHER (PLEASE SPECIFY)	DATE
1	Hobby classes and group sharing of hobbies	11/9/2017 1:44 PM
2	Play Tennis	11/6/2017 8:48 PM
3	Use city facilities for indoor sporting activities	10/25/2017 8:26 AM
4	RV Park	10/23/2017 5:02 PM
5	Hiking, walking dogs	10/22/2017 9:40 PM
6	Ride Bicycles on paths	10/19/2017 8:20 AM
7	Play disc golf	10/19/2017 7:45 AM
8	Safe place for my kids to play where I don't have to watch them like a hawk (just loose eye on them)	10/18/2017 7:18 PM
9	Walk my dogs	10/18/2017 6:03 AM
10	DISC GOLF!!!	10/17/2017 8:18 PM
11	enjoy soccer games of my grandchildren at Railroad Park	10/17/2017 6:19 PM
12	Enjoy spending time with family	10/17/2017 11:32 AM
13	Disc Golf	10/17/2017 10:06 AM
14	Disc golf	10/17/2017 10:04 AM
15	Disc golf	10/17/2017 9:53 AM
16	Disc Golf!	10/17/2017 9:39 AM
17	Disc Golf	10/17/2017 9:34 AM
18	Disc golf	10/17/2017 9:31 AM
19	Overall, Relax and feel peaceful. Have shady areas during the Summer, and sunny areas during the cold winter days.	10/17/2017 7:36 AM
20	My family loves the trails and it'd be great to keep them safe, clean and family friendly.	10/16/2017 9:28 PM
21	We need a tennis facility.	10/16/2017 9:22 PM
22	interact with nature in an undeveloped space	10/16/2017 6:54 PM
23	Dog park	10/16/2017 6:54 PM
24	Be in a pretty scenery	10/16/2017 5:59 PM
25	Play with grandchildren	10/16/2017 3:31 PM
26	Need public soccer fields with nets	10/16/2017 3:14 PM
27	Fishing	10/16/2017 2:16 PM
28	Adult sports leagues (Lacrosse)	10/16/2017 2:13 PM
29	Walk dogs	10/16/2017 1:51 PM
30	Dog Park	10/16/2017 1:50 PM
31	walk with my dog	10/16/2017 1:35 PM

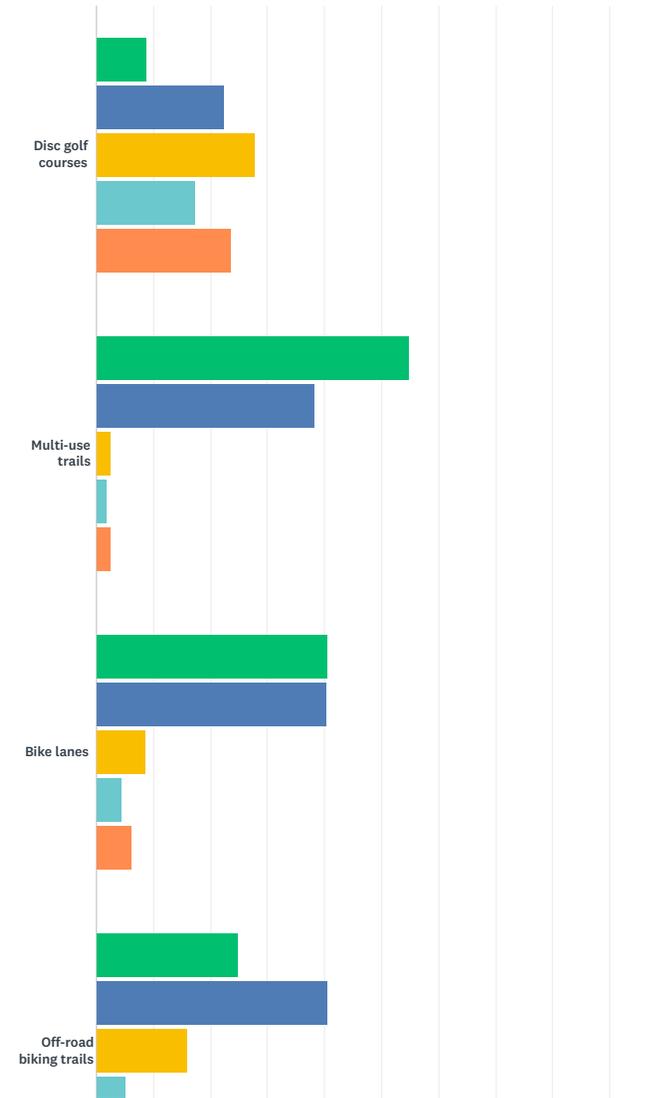
Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017

32	Enjoy time with my pets	10/16/2017 1:35 PM
33	I don't use any facilities I don't feel safe in the neighborhood in Lewisville	10/16/2017 1:31 PM
34	Dog Disc	10/16/2017 1:22 PM
35	Better parks	10/16/2017 1:16 PM
36	Family time	10/13/2017 10:03 PM
37	disc golf	10/13/2017 12:16 PM
38	Love the fishing barge! A safe place for women to enjoy fishing.	10/13/2017 8:38 AM
39	Activities with dogs like hiking	10/13/2017 8:32 AM
40	Be in/with nature. I do not care about organized sports.	10/13/2017 8:17 AM
41	opportunities for social engagement for small children	10/12/2017 7:08 AM
42	Activities for Special needs teens & adults like City of Plano	10/10/2017 5:04 PM

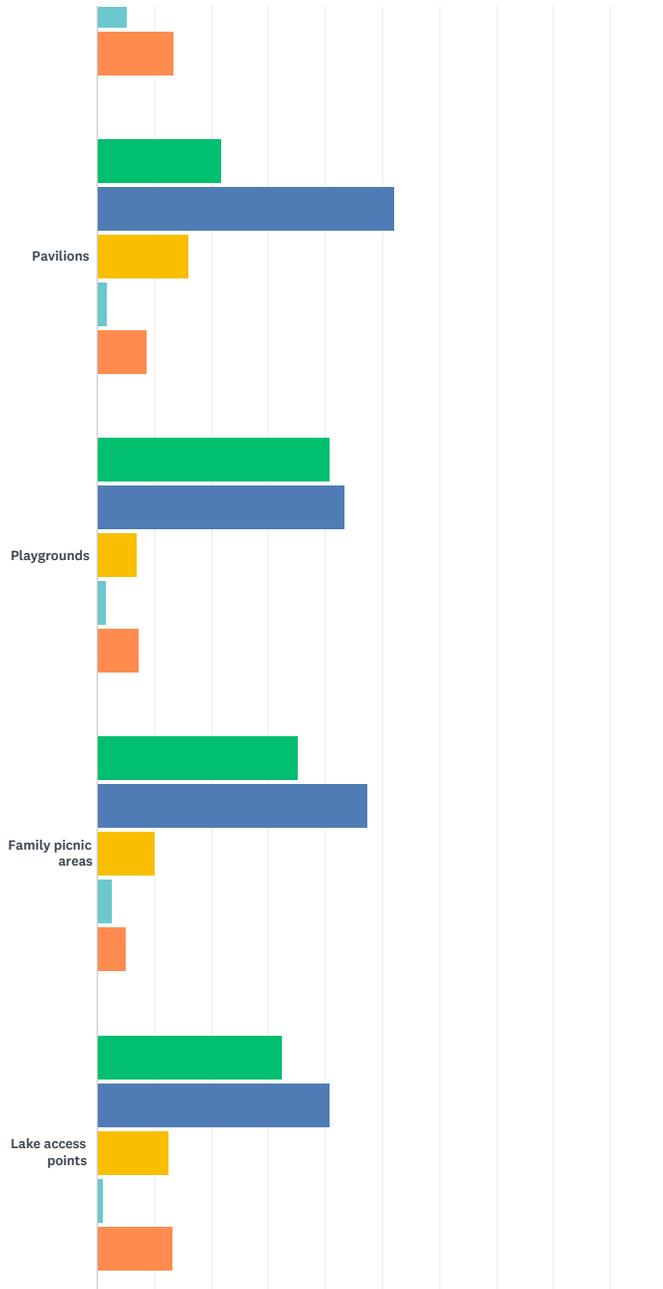
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Q6 These items focus on facilities that address non-competitive activities that are typically enjoyed outdoors. How important or unimportant do you think it would be for the City of Lewisville to build additional...

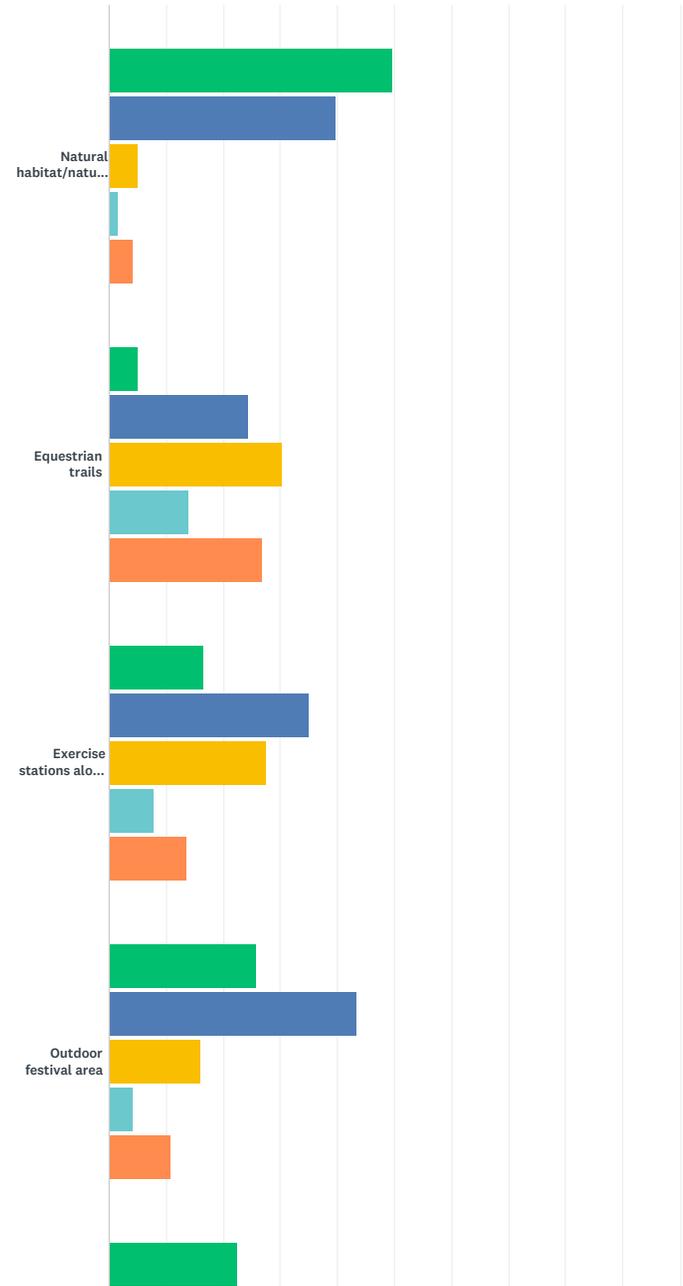
Answered: 532 Skipped: 24



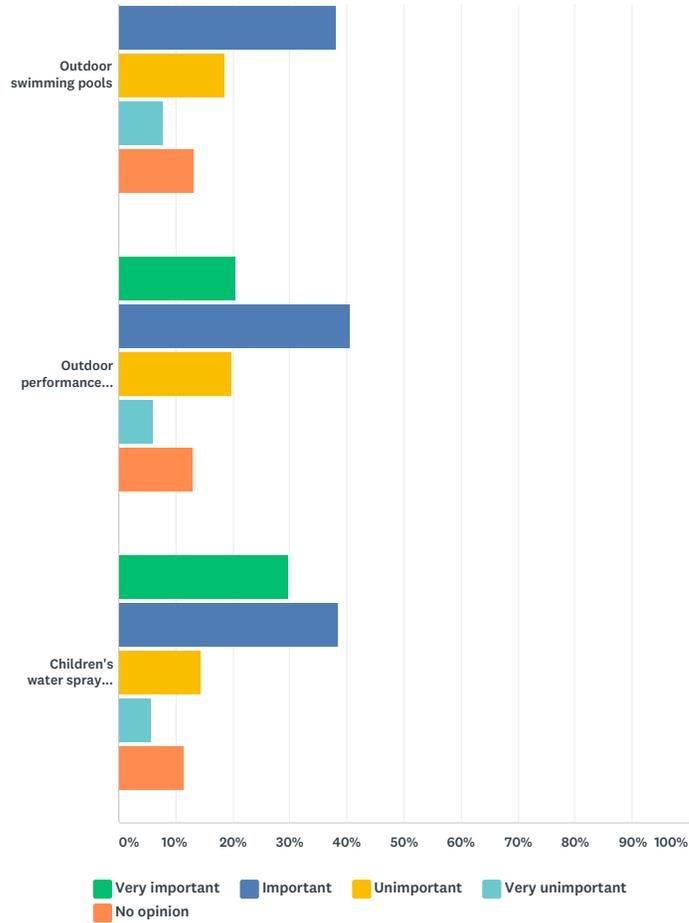
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Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017



Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017



Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017

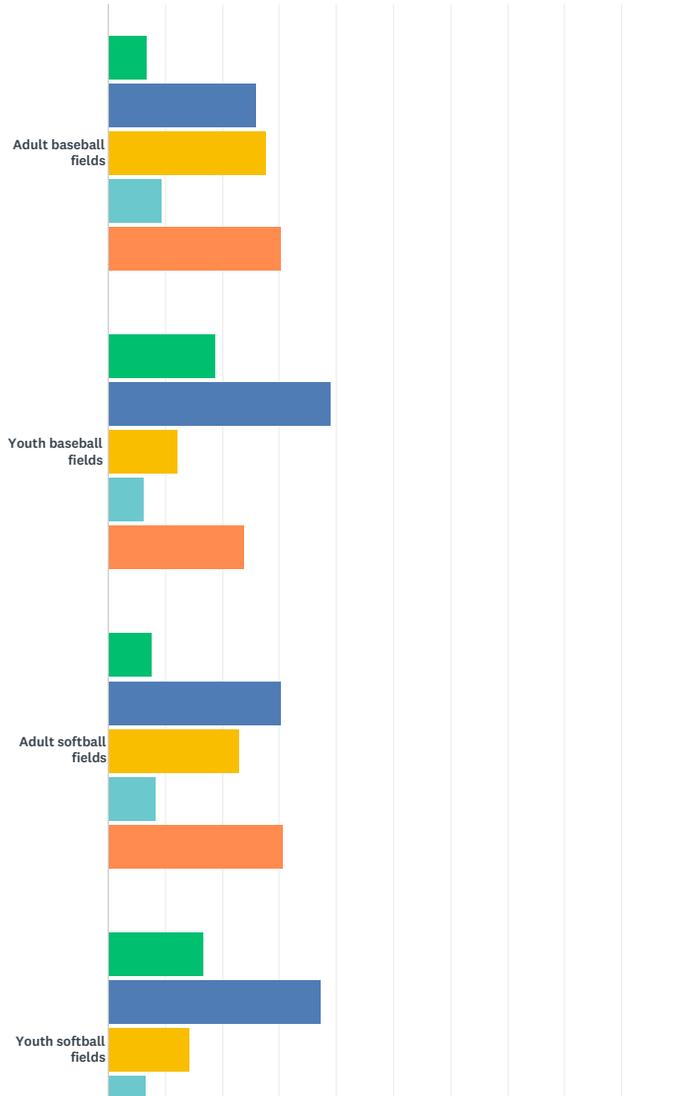
Category	Very important	Important	Unimportant	Very unimportant	No opinion	Total
Family picnic areas	35.11%	47.33%	10.11%	2.48%	4.96%	524
Lake access points	32.38%	40.76%	12.57%	1.14%	13.14%	525
Natural habitat/nature areas	49.52%	39.81%	4.95%	1.52%	4.19%	525
Equestrian trails	4.99%	24.18%	30.33%	13.82%	26.68%	521
Exercise stations along trails	16.44%	34.99%	27.34%	7.65%	13.58%	523
Outdoor festival area	25.82%	43.35%	15.99%	4.24%	10.60%	519
Outdoor swimming pools	22.33%	37.98%	18.70%	7.82%	13.17%	524
Outdoor performance amphitheaters	20.53%	40.68%	19.77%	6.08%	12.93%	526
Children's water spray parks	29.77%	38.55%	14.50%	5.73%	11.45%	524

	VERY IMPORTANT	IMPORTANT	UNIMPORTANT	VERY UNIMPORTANT	NO OPINION	TOTAL
Disc golf courses	8.80% 46	22.37% 117	27.72% 145	17.40% 91	23.71% 124	523
Multi-use trails	54.79% 286	38.31% 200	2.49% 13	1.92% 10	2.49% 13	522
Bike lanes	40.50% 209	40.31% 208	8.53% 44	4.46% 23	6.20% 32	516
Off-road biking trails	24.86% 129	40.66% 211	15.99% 83	5.20% 27	13.29% 69	519
Pavilions	21.86% 113	52.03% 269	15.86% 82	1.74% 9	8.51% 44	517
Playgrounds	40.87% 215	43.35% 228	6.84% 36	1.52% 8	7.41% 39	526

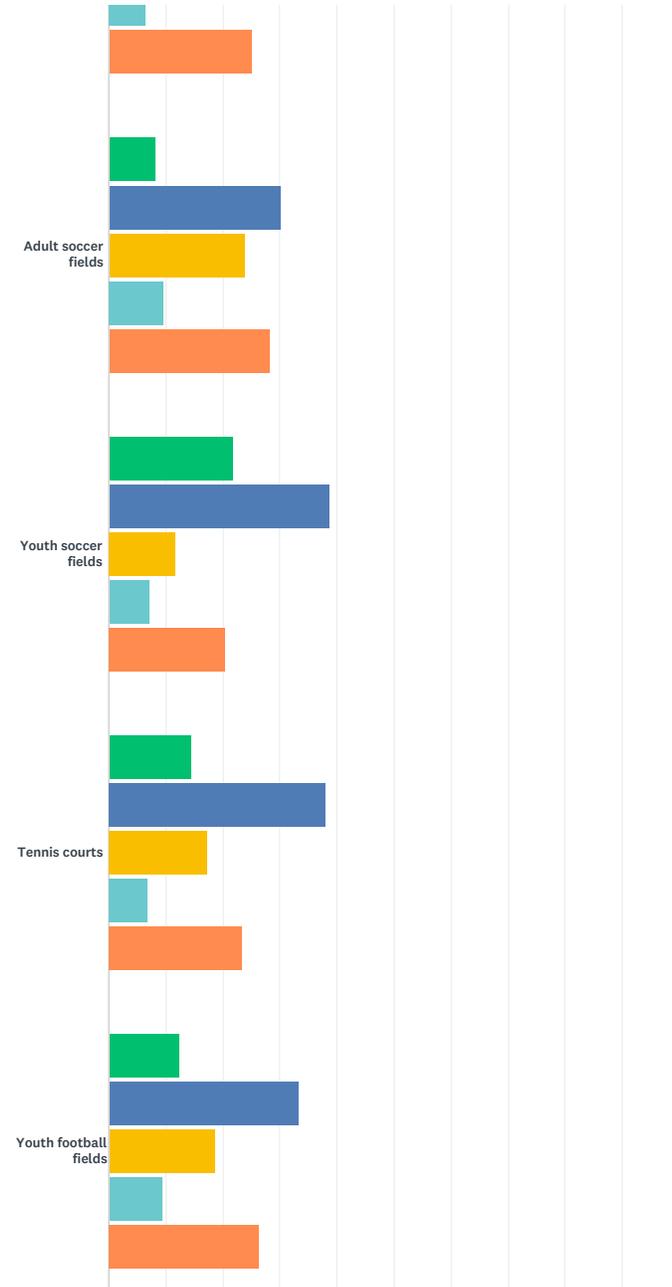
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Q7 These items focus on athletic or sports fields. How important or unimportant do you think it would be for the City of Lewisville to build additional...

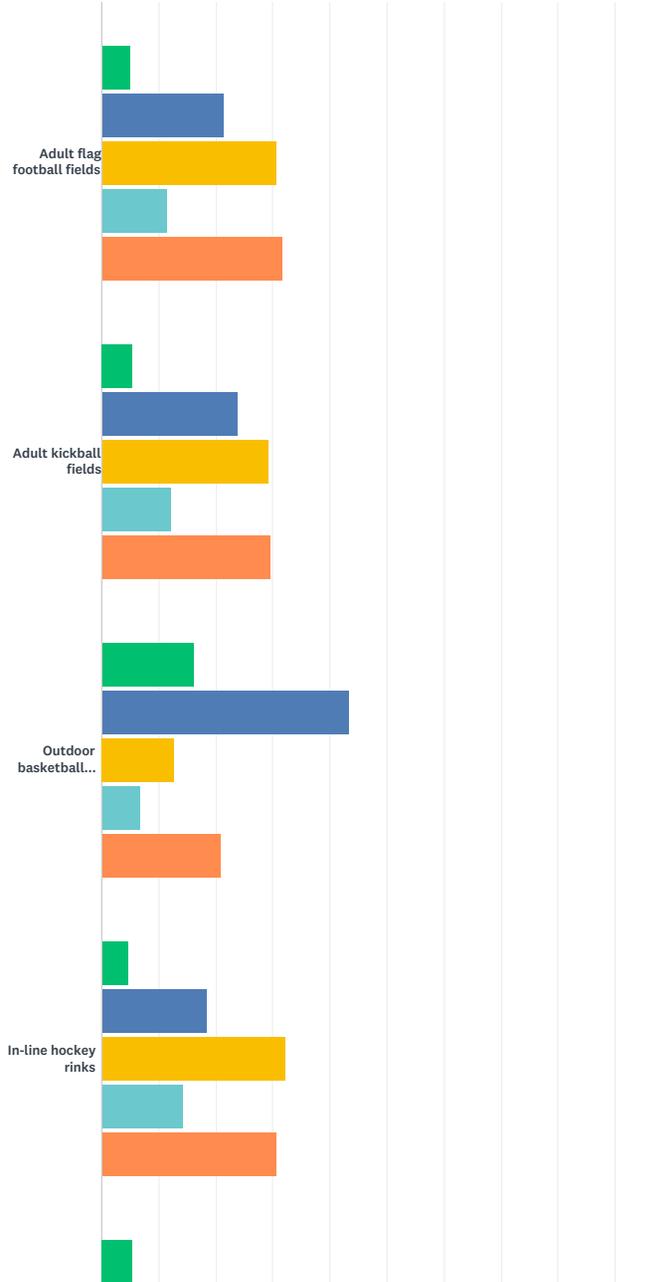
Answered: 523 Skipped: 33



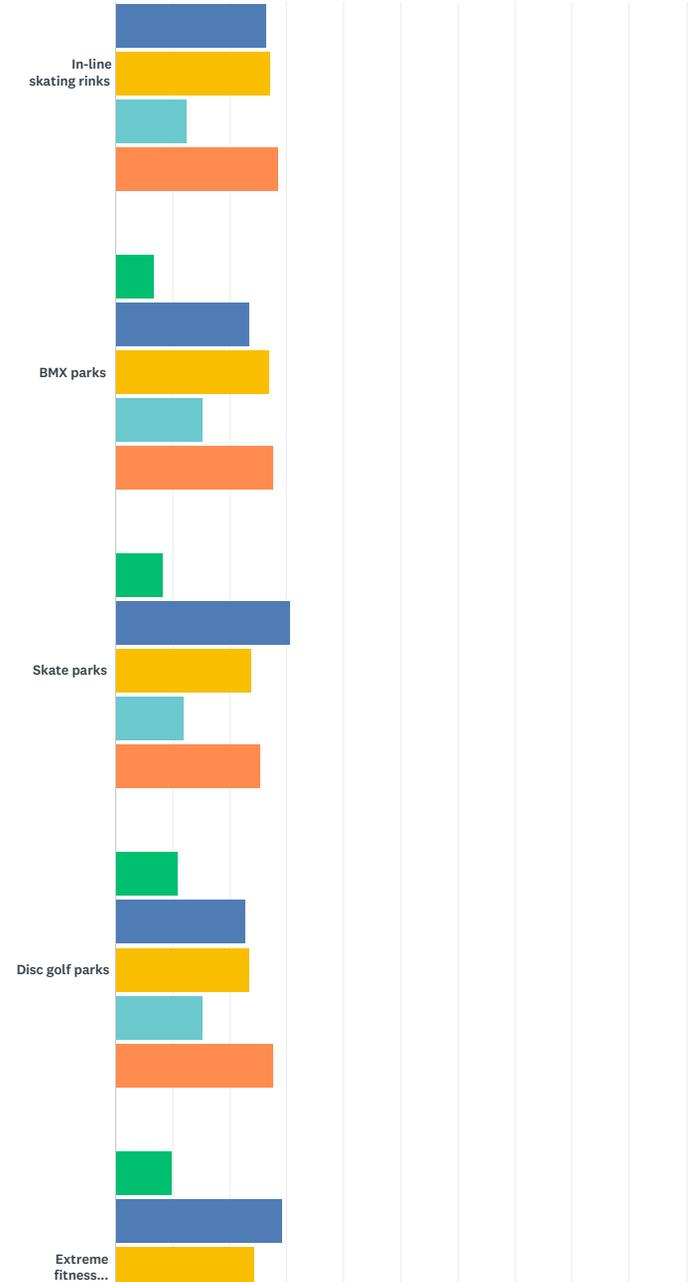
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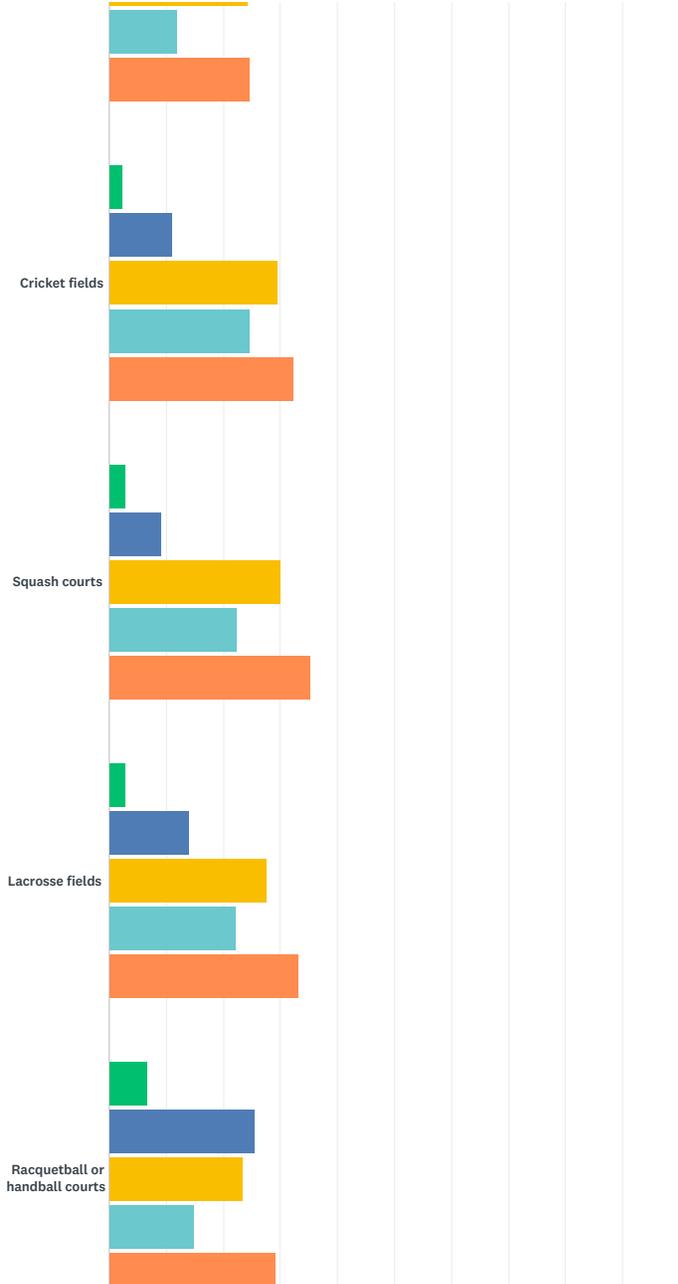
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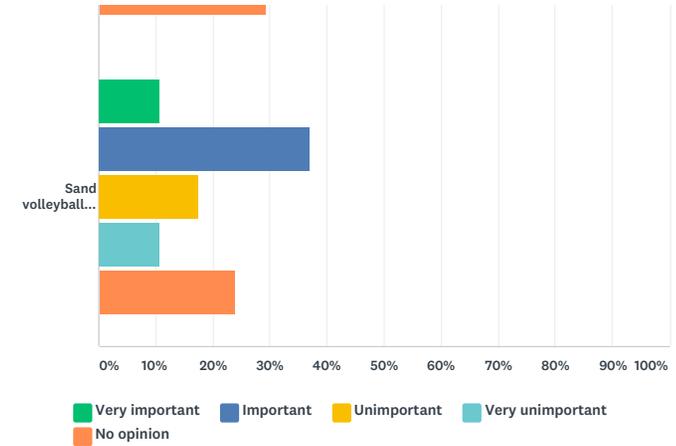
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Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017



Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017



	VERY IMPORTANT	IMPORTANT	UNIMPORTANT	VERY UNIMPORTANT	NO OPINION	TOTAL
Adult baseball fields	6.80% 35	26.02% 134	27.57% 142	9.32% 48	30.29% 156	515
Youth baseball fields	18.73% 97	39.00% 202	12.16% 63	6.37% 33	23.75% 123	518
Adult softball fields	7.60% 39	30.41% 156	23.00% 118	8.38% 43	30.60% 157	513
Youth softball fields	16.83% 87	37.33% 193	14.31% 74	6.38% 33	25.15% 130	517
Adult soccer fields	8.07% 41	30.12% 153	23.82% 121	9.65% 49	28.35% 144	508
Youth soccer fields	21.81% 113	38.80% 201	11.78% 61	7.14% 37	20.46% 106	518
Tennis courts	14.42% 74	38.01% 195	17.35% 89	6.82% 35	23.39% 120	513
Youth football fields	12.43% 64	33.20% 171	18.64% 96	9.32% 48	26.41% 136	515
Adult flag football fields	5.05% 26	21.36% 110	30.49% 157	11.46% 59	31.65% 163	515
Adult kickball fields	5.46% 28	23.78% 122	29.24% 150	12.09% 62	29.43% 151	513
Outdoor basketball courts	16.12% 83	43.30% 223	12.82% 66	6.80% 35	20.97% 108	515
In-line hockey rinks	4.52% 23	18.47% 94	32.22% 164	14.15% 72	30.65% 156	509
In-line skating rinks	5.50% 28	26.33% 134	27.11% 138	12.57% 64	28.49% 145	509
BMX parks	6.65% 34	23.48% 120	27.01% 138	15.26% 78	27.59% 141	511
Skate parks	8.45% 43	30.45% 155	23.77% 121	11.98% 61	25.34% 129	509

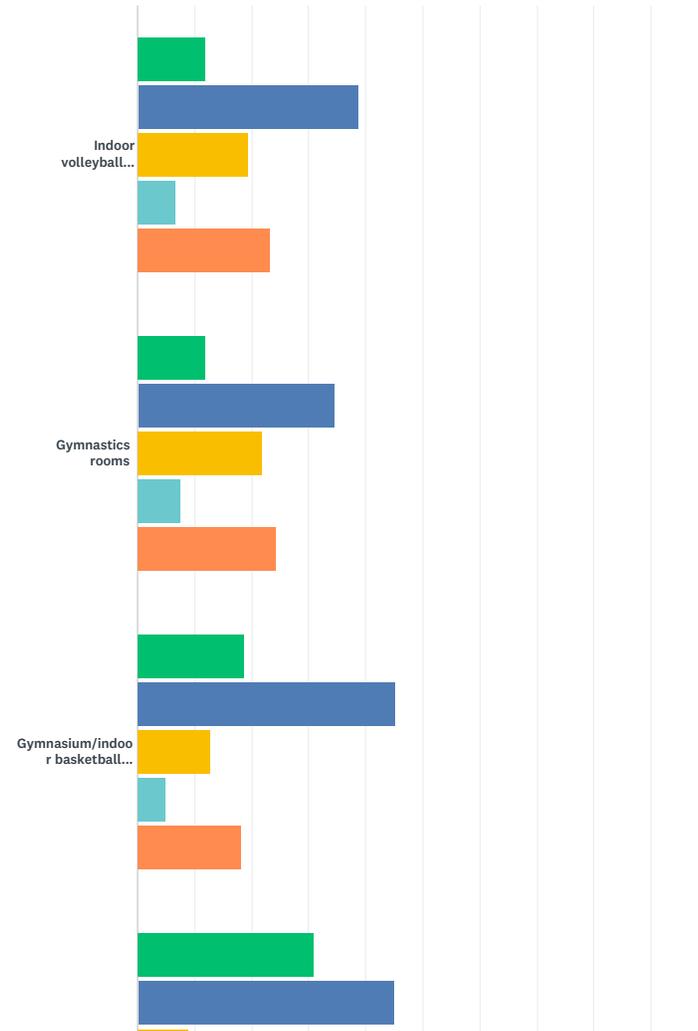
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Disc golf parks	10.85% 55	22.88% 116	23.47% 119	15.19% 77	27.61% 140	507
Extreme fitness training areas	9.78% 50	29.35% 150	24.27% 124	11.94% 61	24.66% 126	511
Cricket fields	2.35% 12	11.18% 57	29.41% 150	24.71% 126	32.35% 165	510
Squash courts	2.97% 15	9.11% 46	30.10% 152	22.38% 113	35.45% 179	505
Lacrosse fields	2.95% 15	13.95% 71	27.70% 141	22.20% 113	33.20% 169	509
Racquetball or handball courts	6.80% 35	25.44% 131	23.50% 121	14.95% 77	29.32% 151	515
Sand volleyball courts	10.74% 55	37.11% 190	17.58% 90	10.74% 55	23.83% 122	512

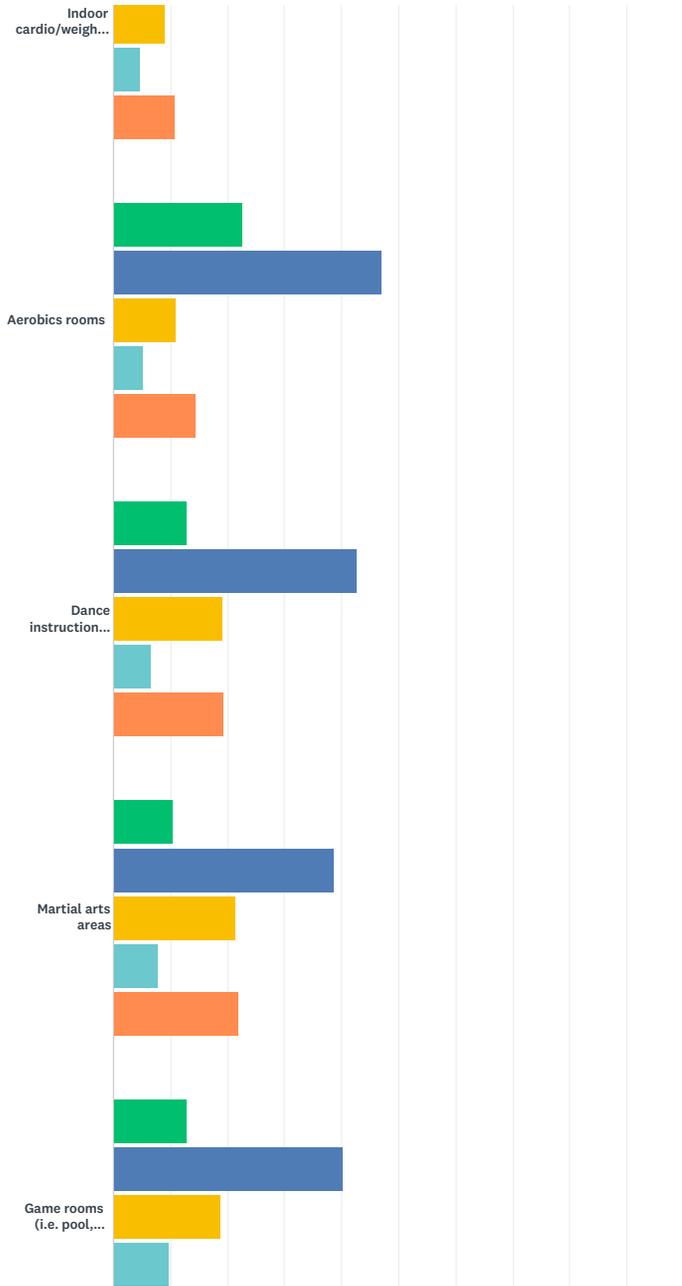
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Q8 These items focus on facilities that address indoor recreation needs. The City of Lewisville is in the process of adding a 85,000 square foot Multi-Generational Center that will feature indoor recreation and aquatic facilities. How important or unimportant do you think it would be for the City of Lewisville to build additional...

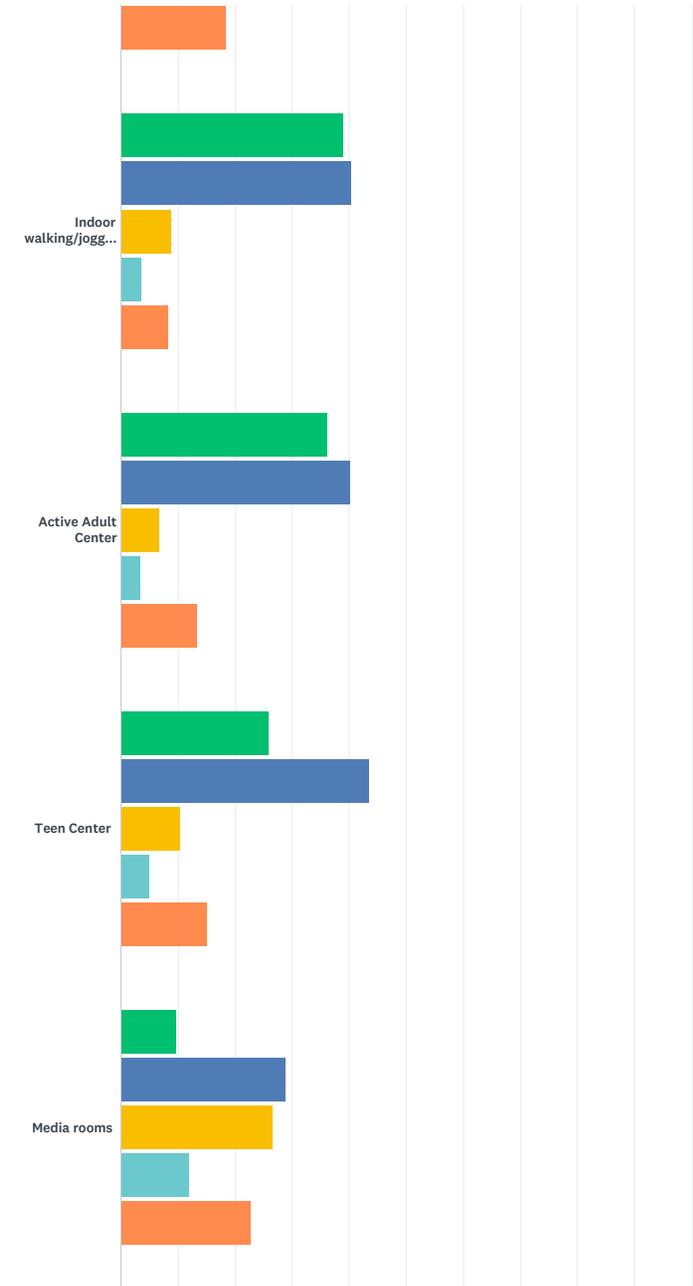
Answered: 506 Skipped: 50



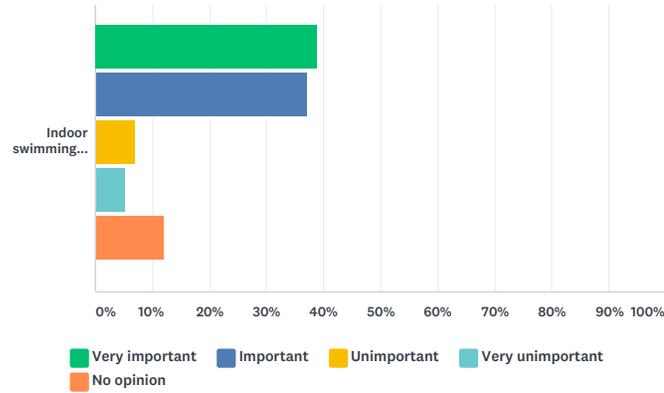
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	VERY IMPORTANT	IMPORTANT	UNIMPORTANT	VERY UNIMPORTANT	NO OPINION	TOTAL
Indoor volleyball courts	11.98% 60	38.72% 194	19.36% 97	6.79% 34	23.15% 116	501
Gymnastics rooms	11.90% 59	34.48% 171	21.98% 109	7.46% 37	24.19% 120	496
Gymnasium/indoor basketball courts	18.80% 94	45.20% 226	12.80% 64	5.00% 25	18.20% 91	500
Indoor cardio/weight training areas	30.94% 155	44.91% 225	8.98% 45	4.59% 23	10.58% 53	501
Aerobics rooms	22.60% 113	47.00% 235	10.80% 54	5.20% 26	14.40% 72	500
Dance instruction rooms	12.80% 64	42.60% 213	19.00% 95	6.40% 32	19.20% 96	500
Martial arts areas	10.46% 52	38.63% 192	21.33% 106	7.65% 38	21.93% 109	497
Game rooms (i.e. pool, foosball)	12.68% 63	40.24% 200	18.91% 94	9.66% 48	18.51% 92	497
Indoor walking/jogging tracks	38.84% 195	40.44% 203	8.76% 44	3.59% 18	8.37% 42	502
Active Adult Center	36.22% 180	40.24% 200	6.64% 33	3.42% 17	13.48% 67	497
Teen Center	25.86% 128	43.43% 215	10.51% 52	5.05% 25	15.15% 75	495
Media rooms	9.72% 48	28.95% 143	26.52% 131	11.94% 59	22.87% 113	494
Indoor swimming facilities	38.84% 195	37.05% 186	6.97% 35	5.18% 26	11.95% 60	502

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Q9 In the space provided, list the one important park or recreational amenity/facility you believe the City does not have yet.

Answered: 347 Skipped: 209

#	RESPONSES	DATE
1	Kayak takeout on Elm Fork	11/10/2017 1:28 PM
2	The communities on the east side of Lewisville do not have access to outdoor amenities and would like more options.	11/10/2017 11:53 AM
3	Space for people to use radio controlled toys. I see them doing it at various points around the City (Justin Rd. near the national guard base). They don't bother me but I think somewhere designated to go would be nice for them.	11/10/2017 7:50 AM
4	Indoor pool	11/9/2017 11:03 PM
5	A great hiking trail by the lake	11/9/2017 8:00 PM
6	Exercise facility with cardio equipment	11/9/2017 6:41 PM
7	Inter-connected bike trails that are not along main thoroughfares. Bike lanes. Nature trails by apartment complexes.	11/9/2017 6:05 PM
8	Gym for 50yr +	11/9/2017 5:57 PM
9	Indoor basketball ball court (that I know of) and	11/9/2017 5:08 PM
10	Indoor aquatic center for all ages	11/9/2017 4:37 PM
11	We lack water fountains for dogs in many parks.	11/9/2017 4:10 PM
12	Indoor swimming	11/9/2017 4:03 PM
13	kayak launch points on the Trinity River	11/9/2017 3:19 PM
14	indoor walking/jogging track	11/9/2017 2:27 PM
15	Indoor walking track	11/9/2017 2:09 PM
16	Lewisville has some great parks, I would like to see more lights in some areas and more restroom facilities added. More drinking fountains would be great too	11/9/2017 2:07 PM
17	Senior Hobby Craft Rooms	11/9/2017 2:00 PM
18	Indoor walking jogging path	11/9/2017 1:49 PM
19	Indoor WaterPark	11/9/2017 1:19 PM
20	An Indoor walking trail!	11/9/2017 12:32 PM
21	Lake access dog park	11/9/2017 12:25 PM
22	A facility for 55+. Similar to the Summit in Grand Prairie	11/9/2017 12:03 PM
23	learning stations along trails	11/9/2017 12:01 PM
24	Adequate well maintained tennis courts	11/9/2017 12:01 PM
25	bike trails	11/9/2017 11:55 AM
26	Skate park	11/9/2017 11:47 AM
27	Tennis Court	11/6/2017 8:50 PM
28	Any public tennis courts in zone V. East Hill Park would be a perfect place	11/6/2017 6:59 AM
29	Indoor soccer	11/5/2017 6:07 PM

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30	I would like the city to add trails from Area V to the Pier 121 marina so the pedestrian/bikers can walk or ride bikes safely without sharing with cars. Solar lights/water fountain/emergency call stations would be very helpful. If the separate trails are not feasible, i would like to see the city add safer side walks along the existing road (Lake Ridge and East Hill Park Rd) to access the lake. It would be nice to have a community pool or add a splash pad at East Hill Park since we are far away from other Lewisville facilities. I also would love to see the city to have a facilities at the Pier 121 to rent out lake equipments (kayak, paddle boards, canoes - anything non motorized) with resident discount.	11/5/2017 12:02 PM	66	would like to see more swimming beaches on Lake Lewisville	10/26/2017 9:47 AM
31	n/a	11/4/2017 12:49 PM	67	kayak put in and take out points for River (other than LLELA)	10/26/2017 9:02 AM
32	Tennis court in area I	11/3/2017 3:05 PM	68	Kayak fishing amenities and Trinity access	10/25/2017 1:02 PM
33	indoor walking trail???	11/3/2017 9:04 AM	69	Indoor community center in the outer lying areas of Lewisville	10/25/2017 8:29 AM
34	Can't think of one	11/2/2017 4:11 PM	70	Not enough hiking and bike trails	10/25/2017 7:46 AM
35	Splash pad	11/2/2017 4:01 PM	71	larger water park for summer, more dog parks	10/24/2017 12:10 PM
36	Exercise eqpt	11/2/2017 3:13 PM	72	access to bathrooms at local parks	10/24/2017 11:04 AM
37	Just moved here. Not sure of what y'all have	11/2/2017 2:52 PM	73	outdoor amphitheater for music and performing arts	10/24/2017 6:30 AM
38	Not familiar with the area	11/2/2017 2:33 PM	74	Mountain bike trails	10/23/2017 8:40 PM
39	Lacross	11/2/2017 1:21 PM	75	?	10/23/2017 4:09 PM
40	Multiple dog parks	11/2/2017 1:01 PM	76	Indoor playground	10/23/2017 12:33 PM
41	Multigenerational	11/2/2017 11:38 AM	77	adult swimming, indoor walk/jog track- more tree lined hiking trails	10/23/2017 12:07 PM
42	Tennis courts	11/2/2017 11:37 AM	78	Ampetheater	10/23/2017 7:27 AM
43	Dog water park.	11/2/2017 7:06 AM	79	Parent-child outdoor organized activities/days	10/23/2017 7:16 AM
44	..?..	10/31/2017 9:27 AM	80	Indoor track	10/23/2017 6:08 AM
45	No comment at this time.	10/31/2017 9:16 AM	81	Ample outdoor walking/biking trails	10/23/2017 12:16 AM
46	Trees in Meadow Lake Park. If you plant them be sure they are watered sufficiently so they will survive and grow.	10/30/2017 6:42 PM	82	Dog park on the west side of the city	10/22/2017 9:43 PM
47	Amphetheatre for larger concerts and theatre events	10/30/2017 4:35 PM	83	Special event park	10/22/2017 4:10 PM
48	Indoor pool	10/30/2017 4:18 PM	84	Connecting all the bike/hike trails	10/22/2017 7:54 AM
49	Rock climbing and obstacle course (adventure race)	10/30/2017 3:54 PM	85	outdoor/indoor family pools	10/22/2017 6:05 AM
50	Indoor aquatic facility.	10/29/2017 3:44 PM	86	Interconnected signed bike lanes	10/21/2017 6:17 PM
51	long distance natural material trails	10/28/2017 7:34 PM	87	Connecting bike trails through other towns	10/21/2017 5:26 PM
52	Ga Ga ball	10/28/2017 5:02 PM	88	Bar/restaurant in a public trail similar to Katy Trail in Dallas.	10/21/2017 10:39 AM
53	Splash parks and frisbee golf near East Hill Park	10/28/2017 10:23 AM	89	More Tennis Courts	10/20/2017 8:20 PM
54	Basketball ?? court	10/28/2017 7:04 AM	90	bicycle stations	10/20/2017 8:16 PM
55	Radio Controlled flying field	10/27/2017 9:30 PM	91	trails in our area or racquetball courts	10/20/2017 6:33 PM
56	Zone 5 is lacking some sort of water facility/Splash Pad. It appears that there is a good deal of room around East Hill, and perhaps something could be done to grow it?	10/27/2017 8:10 PM	92	Indoor gym with jogging track	10/20/2017 12:15 PM
57	Indoor swimming facility for children	10/27/2017 6:32 PM	93	activity center at a nature park	10/20/2017 10:21 AM
58	Splash parks	10/27/2017 6:05 PM	94	Indoor soccer facility	10/20/2017 9:18 AM
59	Splash parks	10/27/2017 5:50 PM	95	Weight training facilities	10/20/2017 6:10 AM
60	Indoor Pool and Splash pad area for kids	10/27/2017 5:19 PM	96	They don't have an existing park other than Railroad that is fully funded or staffed for the maintenance required.	10/20/2017 5:40 AM
61	Gaga Ball Courts	10/27/2017 4:57 PM	97	Bike lanes	10/19/2017 8:15 PM
62	Everything important is covered in my view.	10/27/2017 2:54 PM	98	Longer green belt/bike trail	10/19/2017 7:51 PM
63	more and better tennis courts	10/26/2017 10:15 PM	99	Cleaner restrooms with better facilities	10/19/2017 7:16 PM
64	MULTI GEN CENTER	10/26/2017 4:45 PM	100	Mountain bike trails	10/19/2017 6:44 PM
65	Indoor Aquatic Center	10/26/2017 10:21 AM	101	Bicycle lanes	10/19/2017 5:06 PM
			102	Pavilion	10/19/2017 5:01 PM
			103	Splash pad for kids	10/19/2017 4:57 PM
			104	connected trails	10/19/2017 3:02 PM
			105	Off road mountain bike trails	10/19/2017 2:36 PM
			106	Bike lanes	10/19/2017 12:41 PM

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107	Indoor Swimming Pool	10/19/2017 11:14 AM
108	Squash courts	10/19/2017 9:35 AM
109	We need better programming at Wayne Ferguson Plaza	10/19/2017 9:31 AM
110	MUPs (multi-use paths) are not connected together or with surrounding towns.	10/19/2017 8:26 AM
111	A professional length disc golf course to bring in a professional tournament.	10/19/2017 7:50 AM
112	indoor pool	10/19/2017 4:27 AM
113	Decent softball fields. Ours are a joke.	10/19/2017 12:51 AM
114	BMX Pump Track	10/18/2017 10:01 PM
115	rock wall	10/18/2017 8:12 PM
116	City sponsored youth basketball league	10/18/2017 8:08 PM
117	A pavilion near Ferguson Plaza.	10/18/2017 7:37 PM
118	fenced in/gated playground with plenty of shade	10/18/2017 7:24 PM
119	nature center	10/18/2017 7:12 PM
120	Water aerobics facility	10/18/2017 6:59 PM
121	Aquatic Center like the one in Allen	10/18/2017 1:48 PM
122	Tent Camping	10/18/2017 1:38 PM
123	Outdoor pools	10/18/2017 1:28 PM
124	N/A	10/18/2017 11:59 AM
125	Park & playground specifically for wheelchair & ADA children	10/18/2017 8:38 AM
126	East Hills Park	10/18/2017 8:28 AM
127	Walking trails on the southwest side of town.	10/18/2017 8:14 AM
128	Safe bike lanes	10/18/2017 6:11 AM
129	Nothing glaring, more disc golf is always better	10/18/2017 5:47 AM
130	botanical garden	10/18/2017 1:21 AM
131	Indoor Pool	10/17/2017 9:06 PM
132	DISC GOLF IS IMPORTANT!!!	10/17/2017 8:20 PM
133	More practice fields for soccer, better biking trails	10/17/2017 7:12 PM
134	Indoor swimming	10/17/2017 6:28 PM
135	more city-owned indoor swimming facilities for seniors and water aerobics	10/17/2017 6:27 PM
136	interconnecting trails (bike or walking)	10/17/2017 5:46 PM
137	Chlorine Free indoor pool -Salt water.	10/17/2017 5:33 PM
138	?	10/17/2017 5:10 PM
139	I would like to see Lewisville put up covers over playgrounds so children can use them in the summer and not get burned on the slides, swings and climbing areas	10/17/2017 4:18 PM
140	walking/biking trail along Timber Creek in the S Valley Pkwy/w Corporate area is marginally developed but should be more completely addressed... very nice potential	10/17/2017 3:44 PM
141	Indoor pool for seniors/rehab	10/17/2017 2:11 PM
142	Tennis courts not locked up	10/17/2017 1:47 PM
143	bike trails	10/17/2017 1:31 PM
144	Tennis court	10/17/2017 1:28 PM
145	Kids splash park	10/17/2017 12:58 PM
146	Free woodsy, nature area open on weekends for public use.	10/17/2017 12:43 PM
147	Easily accessible indoor lap/swimming pool	10/17/2017 12:18 PM

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148	Indoor AC/heated walking or jogging area allowing dogs with walkers. The heat here in Lewisville is prohibitive of walking with pets.	10/17/2017 12:05 PM
149	Activities for children whose parents work during the day.	10/17/2017 11:41 AM
150	A wooden castle playground for toddlers	10/17/2017 11:37 AM
151	The city meets all of our family's needs	10/17/2017 11:37 AM
152	Indoor walking track.	10/17/2017 11:23 AM
153	Family Parks/Splash pass that can be used in the inter without the Water a 2 for 1 type of thing	10/17/2017 11:09 AM
154	safe bicycle paths	10/17/2017 10:48 AM
155	Enough places for teens, especially basketball. The wait at the rec centers during breaks and summer is tough. Not nearly enough courts.	10/17/2017 10:47 AM
156	Skate rink	10/17/2017 10:31 AM
157	Outdoor skating rink in winter	10/17/2017 10:29 AM
158	Indoor Swimming facilities	10/17/2017 10:23 AM
159	A park like Arbor Hills in Plano! Paved and off-road trails!	10/17/2017 10:22 AM
160	Indoor pool	10/17/2017 10:19 AM
161	Indoor pool in Area V	10/17/2017 10:18 AM
162	kayak rental	10/17/2017 10:17 AM
163	Championship level disc golf course	10/17/2017 10:07 AM
164	Country club	10/17/2017 10:07 AM
165	More than two disc golf courses	10/17/2017 9:48 AM
166	A third disc golf course.	10/17/2017 9:42 AM
167	Simply improve or develop more disc golf courses.	10/17/2017 9:39 AM
168	A championship disc golf course	10/17/2017 9:34 AM
169	Indoor pool/water park	10/17/2017 9:16 AM
170	single track mountain bike trail system	10/17/2017 8:20 AM
171	Not enough classes through Parks and Rec for working people!	10/17/2017 8:06 AM
172	FREE access to an area pond, or lake, with walking trails around, and areas to feed ducks, etc. Must have benches, seating areas, and covered pavilions	10/17/2017 7:44 AM
173	Free Fishing docks in Lake Lewisville	10/17/2017 7:40 AM
174	Could be wrong: Outdoor concert venue - Professional quality	10/17/2017 7:01 AM
175	Camping/RV places on the lake. Should add numerous waterfront rv spots at the cove by the dam. Preserve and update the fishing barge.	10/17/2017 6:55 AM
176	indoor pool	10/17/2017 6:27 AM
177	Indoor pool suitable for water aerobics	10/17/2017 6:16 AM
178	GYM	10/17/2017 6:13 AM
179	Updates to East Hill Park - Basketball court	10/17/2017 5:59 AM
180	I'm not familiar with all that's available now.	10/17/2017 5:50 AM
181	Camping grounds	10/16/2017 10:58 PM
182	Safe bike lanes.	10/16/2017 10:37 PM
183	can't think of one	10/16/2017 10:31 PM
184	We need Fox Greenbelt to include updates to the park area and to be more child friendly. It's a gorgeous area but not well cared for. More police patrol On bikes would be nice too. We'd love to see these improvements within actual Lewisville and not just in the prettier sides of town.	10/16/2017 9:47 PM
185	Greenway for biking	10/16/2017 9:46 PM

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186	Kayaking	10/16/2017 9:26 PM	226	don't know	10/16/2017 4:12 PM
187	Tennis Courts	10/16/2017 9:25 PM	227	Not enough picnic tables in most parks	10/16/2017 4:01 PM
188	Not enough walking trails	10/16/2017 9:07 PM	228	a complete (connected)hike & bike trail system	10/16/2017 3:52 PM
189	N/A	10/16/2017 8:53 PM	229	more hiking/biking trails in my area	10/16/2017 3:49 PM
190	archery area	10/16/2017 8:38 PM	230	Kayak Launches	10/16/2017 3:42 PM
191	A nice very nice updated rec center / updated outdoor pool area	10/16/2017 8:33 PM	231	Wildlife viewing/education	10/16/2017 3:37 PM
192	soft padded jogging track	10/16/2017 8:22 PM	232	Indoor swimming pool	10/16/2017 3:37 PM
193	Pool	10/16/2017 8:11 PM	233	Archery Range	10/16/2017 3:19 PM
194	our city already has the important facilities, we simply need to expand on them.	10/16/2017 8:06 PM	234	Public soccer fields with goals with nets	10/16/2017 3:16 PM
195	tennis courts	10/16/2017 7:45 PM	235	Nothing in area V that I'm aware of	10/16/2017 3:16 PM
196	Indoor children and toddler playscape or gym	10/16/2017 7:32 PM	236	Fishing lakes on trails.	10/16/2017 2:59 PM
197	open trails	10/16/2017 7:05 PM	237	Scuba training center or indoor surfing center	10/16/2017 2:58 PM
198	Dog parks!!	10/16/2017 6:59 PM	238	Children's water spray park on the east side of town (i.e. east hill park)	10/16/2017 2:57 PM
199	indoor swimming pool	10/16/2017 6:57 PM	239	water aerobics class	10/16/2017 2:56 PM
200	large, free greenspace a la Arbor Hills	10/16/2017 6:46 PM	240	Not enough good fishing ponds	10/16/2017 2:51 PM
201	Cool architecture or statues that people can take pics next to	10/16/2017 6:33 PM	241	free indoor playground for children	10/16/2017 2:50 PM
202	indoor pool	10/16/2017 6:08 PM	242	Fred Herring Recovery Ctr need to be brought to the same standard as the other recent centerthis is a forgotten poorly taken care of or rarely updated	10/16/2017 2:50 PM
203	Something for toddlers	10/16/2017 6:05 PM	243	Facility for Water Aerobics	10/16/2017 2:44 PM
204	outdoor public use running track	10/16/2017 6:05 PM	244	Indoor swimming pools and aerobic work out classes	10/16/2017 2:41 PM
205	The parks are not pretty to look at, there's not very many flowers or shady areas	10/16/2017 6:03 PM	245	a 3rd disc golf course	10/16/2017 2:34 PM
206	fun harbor to rent paddle boats take boat rides on a big paddle boat and a place to sit by the lake and have picnics and horse back rides and bike trails around the lake. where I grew up in Cincinnati,Ohio we had that GREAT park system y'all should check it out! I miss it alot!	10/16/2017 5:57 PM	246	World Class Youth Baseball Facility	10/16/2017 2:33 PM
207	Tipping bucket at water park	10/16/2017 5:54 PM	247	An indoor pool- like FM's CAC	10/16/2017 2:29 PM
208	Adult outdoor swimming pool	10/16/2017 5:48 PM	248	Park with trails with lake access.	10/16/2017 2:21 PM
209	adult indoor swimming	10/16/2017 5:39 PM	249	Fishing	10/16/2017 2:18 PM
210	Covered playground either with trees and/or large Tarp (inspiration: Andrew Brown, Mary Heads, Dove Park, Arbor Hills), a better rec center with weights, classes and an indoor pool (Grapevine's REC)	10/16/2017 5:26 PM	250	Outdoor inline skat/ Hockey / Box Lacrosse rink	10/16/2017 2:18 PM
211	high and low water boat ramps	10/16/2017 5:23 PM	251	Safe road bike path	10/16/2017 2:17 PM
212	Kids water park near us	10/16/2017 5:17 PM	252	Mile markers on walking trails	10/16/2017 2:15 PM
213	More pickle ball courts - not just for seniors anymore, all ages are learning to play!	10/16/2017 5:11 PM	253	Indoor swimming	10/16/2017 2:13 PM
214	Indoor track	10/16/2017 5:07 PM	254	It would be nice to have a nicely shaded children's playground and park that is up to date. A splash bad at the same location would be nice.	10/16/2017 2:12 PM
215	Indoor walking	10/16/2017 5:06 PM	255	paths specific to running	10/16/2017 2:06 PM
216	Bike Lanes	10/16/2017 4:54 PM	256	N/A	10/16/2017 2:06 PM
217	Good exercise equipment along the path at LL Woods park	10/16/2017 4:42 PM	257	indoor walking/running track	10/16/2017 2:02 PM
218	Can't think of any	10/16/2017 4:42 PM	258	More park areas, just greens	10/16/2017 2:01 PM
219	Walking trails, highly light areas, sidewalks in all neighborhood, tennis courts	10/16/2017 4:40 PM	259	Indoor lazy river	10/16/2017 2:01 PM
220	offroad mountain bike trails like DORBA Northshore	10/16/2017 4:34 PM	260	At least one portable toilet or restroom at each park	10/16/2017 1:59 PM
221	An adult gym park for weight training e.g. The type @ Richland College.	10/16/2017 4:34 PM	261	Nature Preserve walking trails	10/16/2017 1:58 PM
222	Better playgrounds geared toward toddlers.	10/16/2017 4:29 PM	262	Connected long hike and bike trails	10/16/2017 1:58 PM
223	indoor pool	10/16/2017 4:24 PM	263	dog park in my area I	10/16/2017 1:56 PM
224	rock wall climbing	10/16/2017 4:15 PM	264	Dog Parks	10/16/2017 1:52 PM
225	Water park for dogs	10/16/2017 4:14 PM	265	Long paths for 5/10k or longer where you don't have to block off a street. With water fountains	10/16/2017 1:49 PM
			266	Dog waste stations!	10/16/2017 1:49 PM

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267	Shaded Dog Park	10/16/2017 1:49 PM
268	Indoor walking/jogging track	10/16/2017 1:47 PM
269	Nothing was mentioned about golf. Lake Park has been and always will be a bad golf course. I recognize it is unrealistic but it sure would be nice to have a public course option on the East side of town. It would be nice to see Lewisville, The Colony, Frisco and Plano work together on a plan for new course.	10/16/2017 1:47 PM
270	Dog Park	10/16/2017 1:42 PM
271	Outdoor pool, open sun up to sun down, the cities open swim times are ridiculously short, compared to other Texas cities of equivalent size, this is a major flaw in summer recreation	10/16/2017 1:42 PM
272	Please connect the various biking trails throughout the middle of the city. Especially across Valley!	10/16/2017 1:41 PM
273	Na	10/16/2017 1:40 PM
274	just open green space	10/16/2017 1:38 PM
275	I can't think of one.	10/16/2017 1:38 PM
276	Safe natura Trails	10/16/2017 1:34 PM
277	I bike/walk greenery path connecting the different parts of the city.	10/16/2017 1:33 PM
278	Cricket field	10/16/2017 1:32 PM
279	Tennis Courts are in really bad condition	10/16/2017 1:29 PM
280	More green spaces with lots of trees	10/16/2017 1:28 PM
281	Indoor facility that provides recreational activities like swimming or indoor jogging, similiar to what Flower Mound has	10/16/2017 1:27 PM
282	Disc Dog Space - which could be carved out of the oversized Railroad Park.	10/16/2017 1:25 PM
283	A nice city fitness facility	10/16/2017 1:25 PM
284	Outdoor spray area for children	10/16/2017 1:24 PM
285	Fishing piers	10/16/2017 1:23 PM
286	I think we need to focus on the children and safe places for them to engage in play	10/16/2017 1:23 PM
287	Indoor community pool	10/16/2017 1:20 PM
288	Open rec space - no courts, soccer fields etc. a please where we can go and just enjoy being outside	10/16/2017 1:20 PM
289	observatory by the lake	10/16/2017 1:19 PM
290	Splash park	10/15/2017 9:35 PM
291	Fishing docks	10/14/2017 3:20 PM
292	An indoor lap pool for adults only would be nice	10/14/2017 1:49 PM
293	Indoor olympic-size swimming pool	10/14/2017 9:00 AM
294	Open/free kids splash park	10/13/2017 10:14 PM
295	Don't know	10/13/2017 10:01 PM
296	I can't think of anything right now.	10/13/2017 5:15 PM
297	Walking trails / continous side walks for walking in Old Town.	10/13/2017 2:50 PM
298	Good Managment	10/13/2017 11:55 AM
299	indoor walking trail	10/13/2017 11:39 AM
300	Aquatic Center	10/13/2017 11:32 AM
301	N/A	10/13/2017 11:18 AM
302	Bike Lanes / Sidewalks	10/13/2017 11:00 AM
303	Bike trails that are connected	10/13/2017 10:53 AM
304	Boxing equipment such as a heavy bag and speed bag	10/13/2017 10:35 AM

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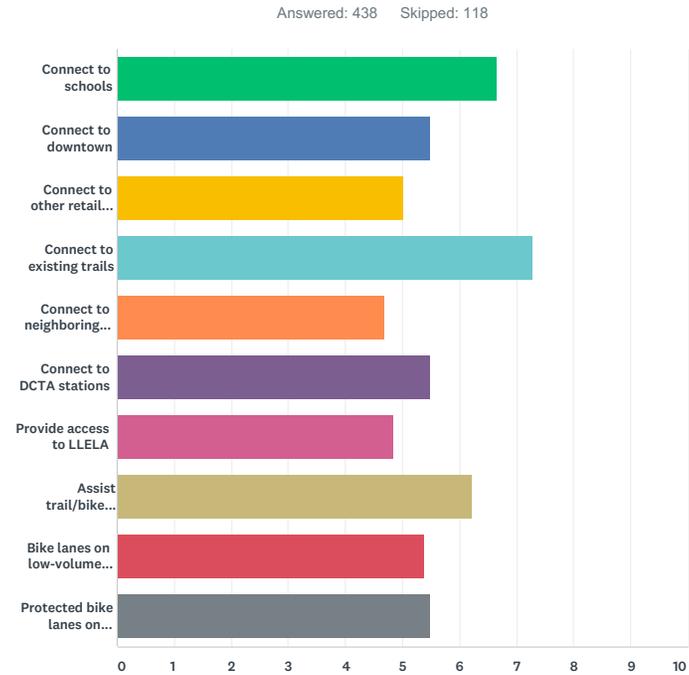
305	General up keep on LL Woods Park, not maintained like other parks. Walk ways flood and stand under water, have complained many times and always told it would be taken care of, nothing is every done.	10/13/2017 10:32 AM
306	rugby fields	10/13/2017 10:00 AM
307	introducing a cricket frield or new sport would be great!	10/13/2017 9:58 AM
308	Trees or shade covering playground equipment	10/13/2017 9:48 AM
309	N/A	10/13/2017 9:42 AM
310	center specifically designed for tai chi and yoga	10/13/2017 9:33 AM
311	Indoor basketball court with WOOD or undersprung floor	10/13/2017 9:20 AM
312	yoga	10/13/2017 9:20 AM
313	Facilities for youth gymnastic classes	10/13/2017 9:15 AM
314	community pool	10/13/2017 9:14 AM
315	Enough unlocked, brick and mortar bathrooms all along the lake Park boating, biking, swimming area off of turtle Dr.	10/13/2017 9:09 AM
316	Dedicated farmers market space like coppell	10/13/2017 9:00 AM
317	Indoor swimming	10/13/2017 8:44 AM
318	Access to the lake for night fishing	10/13/2017 8:43 AM
319	Tie trails together within city and connect to adjacent communities. Wouldn't it be great if you could bike to Dallas or Denton with minimal use of side roads.	10/13/2017 8:39 AM
320	Downhill BMX park on the landfill slopes	10/13/2017 8:36 AM
321	Water park for dogs. Like white rock in Dallas	10/13/2017 8:34 AM
322	N/A	10/13/2017 8:30 AM
323	outdoor pickleball courts	10/13/2017 8:29 AM
324	upgrade the current playgrounds	10/13/2017 8:29 AM
325	River access	10/13/2017 8:21 AM
326	A well kept and run Municipal Golf Course	10/13/2017 8:18 AM
327	The one amenity/facility is indoor pools besides the natatoriums.	10/13/2017 8:16 AM
328	Indoor swimming	10/12/2017 8:23 PM
329	Indoor pool	10/12/2017 6:49 PM
330	indoor pool	10/12/2017 12:44 PM
331	outdoor pickleball courts	10/12/2017 7:11 AM
332	Egret free Wayne Frady Park	10/11/2017 11:30 PM
333	My kids and their friends always beg me to take them to a basketball court. Putting a basketball court would be the best option so everyone could play for fun everyday.	10/11/2017 8:07 PM
334	Bike Lane/Trail Master Plan	10/11/2017 6:43 PM
335	Bicycle park (pump track/skills park)	10/11/2017 3:34 PM
336	Ready to use the new MultiGen Center Aquatics	10/11/2017 11:42 AM
337	Indoor pool	10/11/2017 7:32 AM
338	restrooms that are easily accessible from playgrounds. Both Central Park and Memorial Park have restrooms but they are a long walk across a parking lot from the play area. This is very inconvenient when you have small children.	10/10/2017 7:22 PM
339	Indoor pool for senior citizen activities.	10/10/2017 6:09 PM
340	Nice indoor swimming pool for public to actually be able to use, maybe like city of plano's big indoor pool facility.	10/10/2017 5:10 PM
341	Indoor Multi-Sport Complex	10/10/2017 4:56 PM

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342	Bike lanes incorporated in roadways	10/10/2017 1:51 PM
343	Teen after school center.	10/10/2017 1:30 PM
344	Splash Park	10/9/2017 8:40 PM
345	Public Track and bleachers for adults to use not connected to a school	10/9/2017 5:07 PM
346	Corner of Corporate and Valley Parkway	10/9/2017 4:56 PM
347	It would be nice to finish the trail linking the Vista Ridge Estates neighborhood trail to the Andrew Brown Parks/Moore Road Park	10/9/2017 4:29 PM

Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017

Q10 Regarding bicycle and trail opportunities, please rank the following (1 being most important to 10 being least important) in terms of what you think the priorities of the city should be.



	1	2	3	4	5	6	7	8	9	10	TOTAL	SCORE
Connect to schools	25.44% 87	11.99% 41	8.48% 29	10.82% 37	9.36% 32	7.60% 26	6.73% 23	7.60% 26	3.80% 13	8.19% 28	342	6.7
Connect to downtown	7.30% 23	11.11% 35	9.84% 31	10.16% 32	9.21% 29	12.70% 40	11.43% 36	12.70% 40	7.94% 25	7.62% 24	315	5.4
Connect to other retail centers or business centers	4.24% 14	8.79% 29	9.39% 31	10.61% 35	8.79% 29	10.61% 35	14.55% 48	10.30% 34	13.64% 45	9.09% 30	330	5.0
Connect to existing trails	29.76% 100	15.48% 52	9.52% 32	11.61% 39	8.63% 29	7.14% 24	5.06% 17	4.46% 15	3.57% 12	4.76% 16	336	7.2
Connect to neighboring cities	3.63% 12	9.37% 31	9.37% 31	8.76% 29	9.37% 31	10.27% 34	8.16% 27	9.37% 31	12.08% 40	19.64% 65	331	4.6

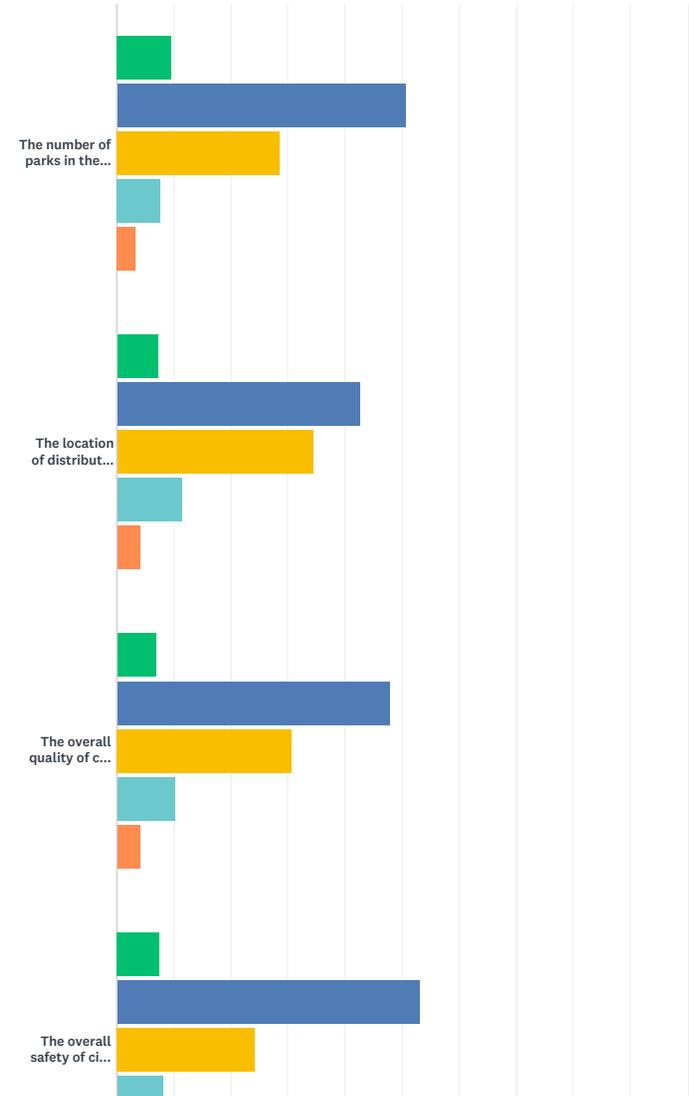
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Connect to DCTA stations	6.78% 23	8.26% 28	12.68% 43	8.55% 29	12.98% 44	13.86% 47	9.73% 33	11.50% 39	8.26% 28	7.37% 25	339	5.0
Provide access to LLELA	6.23% 21	5.04% 17	8.01% 27	8.31% 28	13.65% 46	10.39% 35	13.95% 47	8.61% 29	11.57% 39	14.24% 48	337	4.0
Assist trail/bike facility crossings of major roads	9.73% 33	13.57% 46	17.11% 58	9.14% 31	10.62% 36	8.55% 29	10.91% 37	12.39% 42	5.90% 20	2.06% 7	339	6.0
Bike lanes on low-volume roadways throughout the city	5.23% 18	12.50% 43	11.63% 40	11.34% 39	8.72% 30	8.43% 29	8.43% 29	10.47% 36	16.57% 57	6.69% 23	344	5.0
Protected bike lanes on higher-volume roads throughout the city	15.79% 60	9.21% 35	8.16% 31	8.68% 33	10.53% 40	7.11% 27	7.11% 27	7.63% 29	6.58% 25	19.21% 73	380	5.0

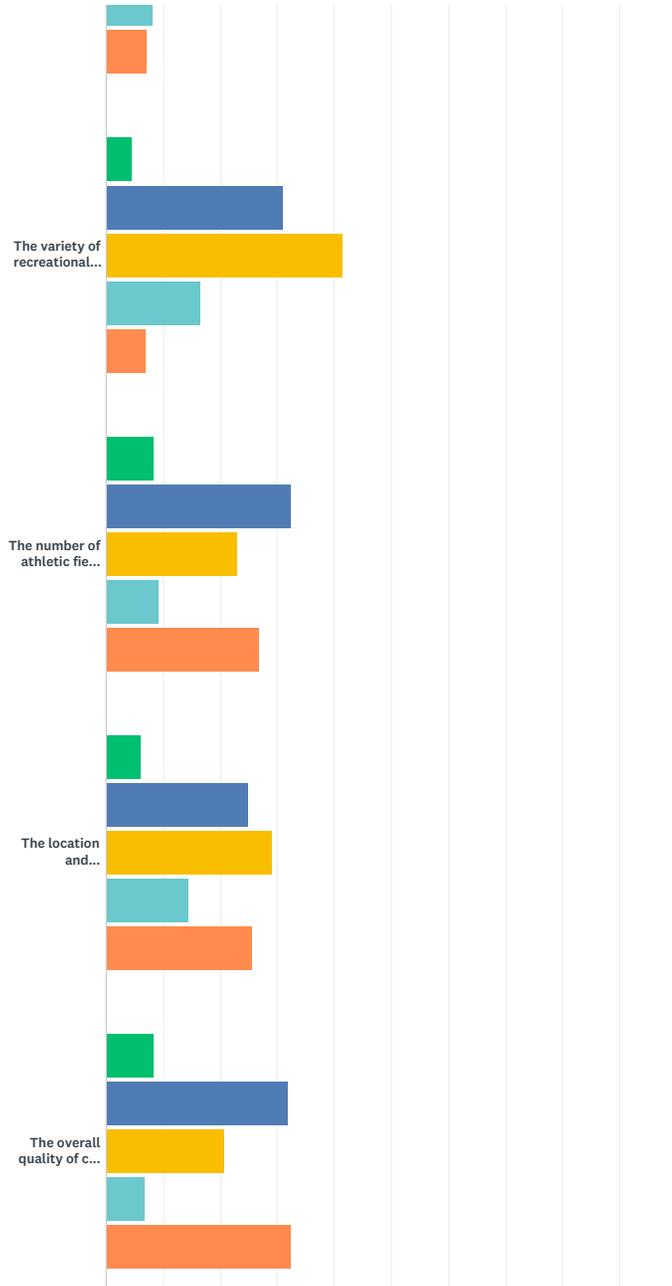
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Q11 Using a scale of excellent, good, fair, or poor, and based on whatever impressions you may have, how would you rate Lewisville in terms of...

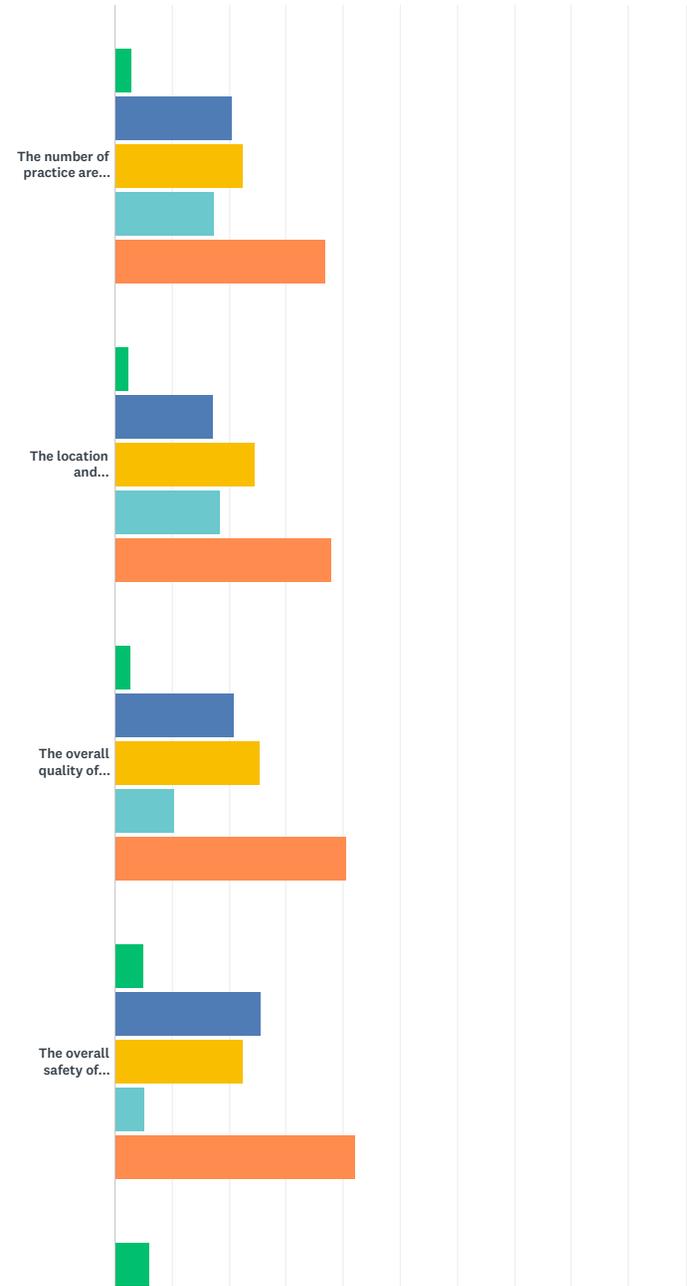
Answered: 457 Skipped: 99



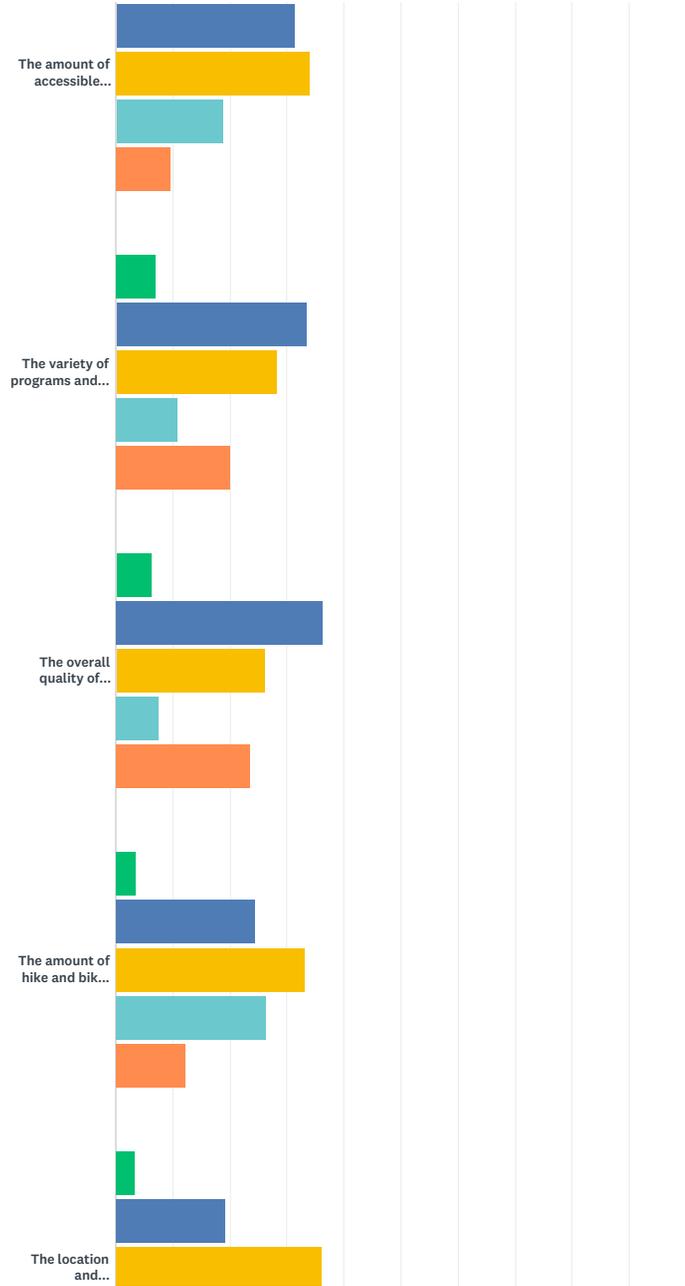
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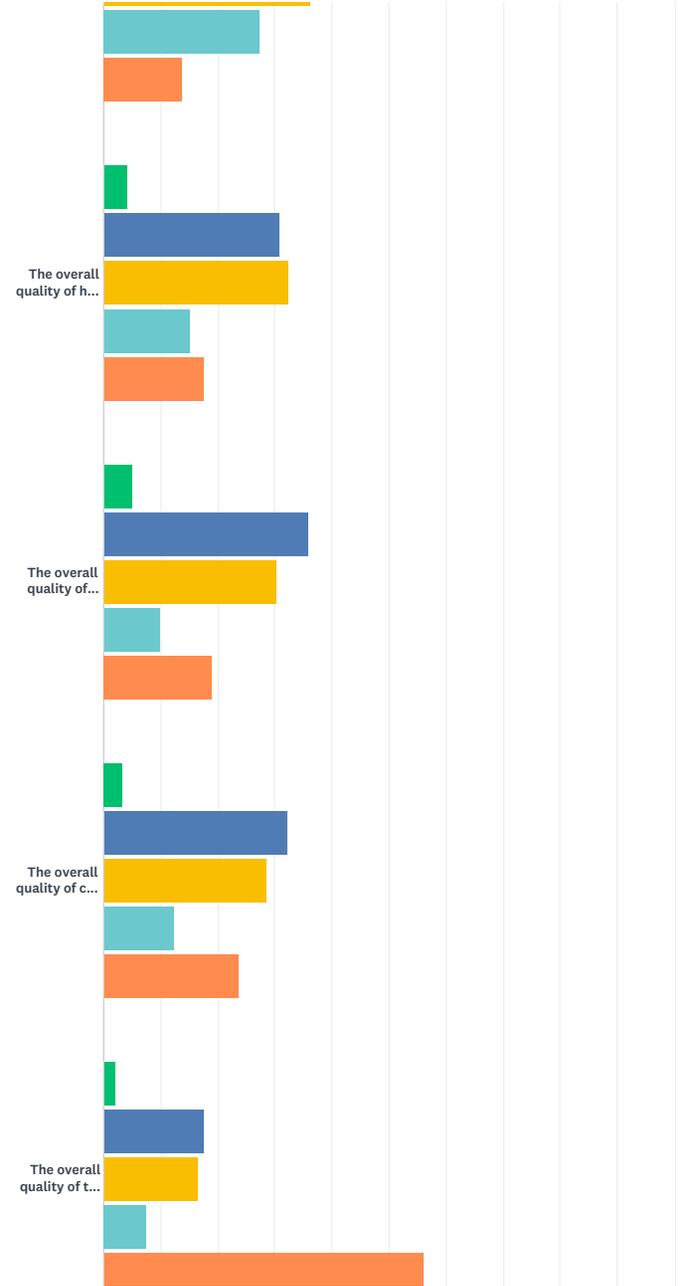
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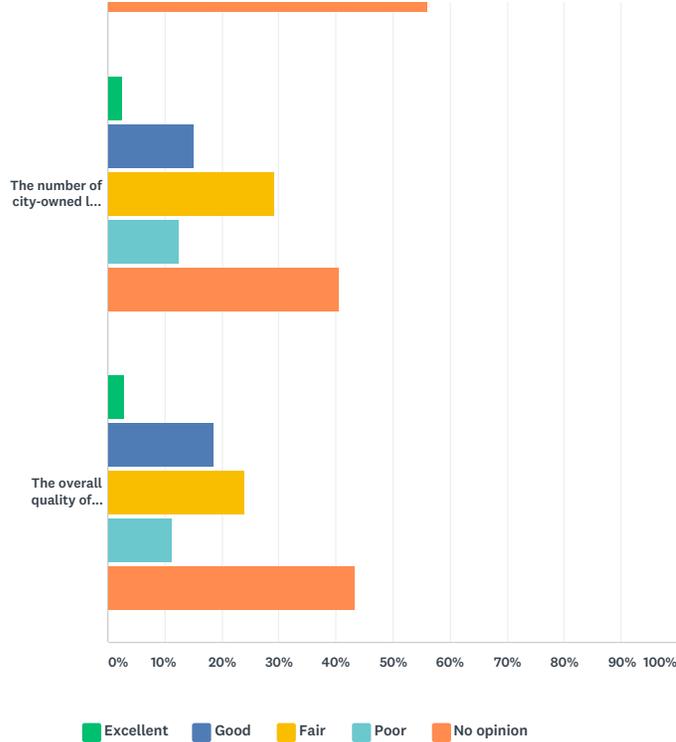
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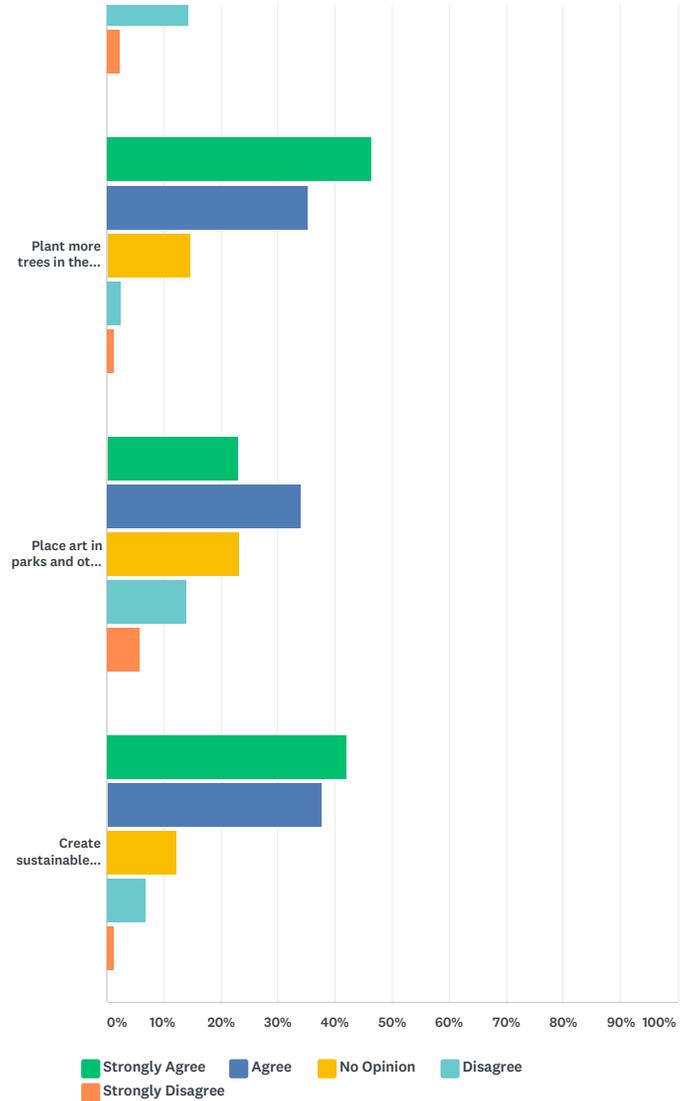
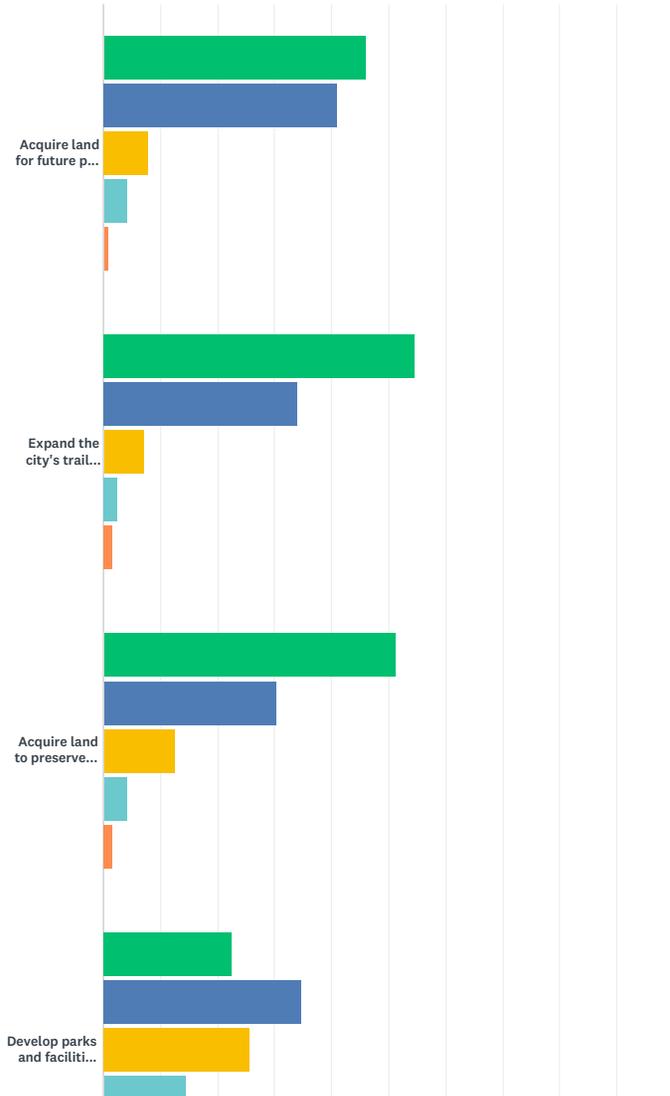
	EXCELLENT	GOOD	FAIR	POOR	NO OPINION	TOTAL
The number of parks in the city	9.65% 44	50.66% 231	28.73% 131	7.68% 35	3.29% 15	456
The location of distribution of parks throughout the city	7.24% 33	42.76% 195	34.43% 157	11.40% 52	4.17% 19	456
The overall quality of city parks	6.86% 31	48.01% 217	30.75% 139	10.18% 46	4.20% 19	452
The overall safety of city parks	7.49% 34	53.08% 241	24.23% 110	8.15% 37	7.05% 32	454
The variety of recreational amenities within city parks	4.40% 20	30.99% 141	41.32% 188	16.48% 75	6.81% 31	455
The number of athletic fields in the city	8.35% 38	32.53% 148	23.08% 105	9.23% 42	26.81% 122	455
The location and distribution of athletic fields throughout the city	6.15% 28	24.84% 113	29.01% 132	14.51% 66	25.49% 116	455
The overall quality of city athletic fields	8.35% 38	31.87% 145	20.66% 94	6.59% 30	32.53% 148	455
The number of practice areas in the city	2.86% 13	20.48% 93	22.47% 102	17.40% 79	36.78% 167	454

Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017

The location and distribution of practice areas throughout the city	2.22% 10	17.11% 77	24.44% 110	18.44% 83	37.78% 170	450
The overall quality of practice areas	2.67% 12	20.94% 94	25.39% 114	10.47% 47	40.53% 182	449
The overall safety of practice areas	4.95% 22	25.45% 113	22.30% 99	5.18% 23	42.12% 187	444
The amount of accessible natural areas	6.03% 27	31.47% 141	34.15% 153	18.75% 84	9.60% 43	448
The variety of programs and events offered by the Parks and Recreation Department	7.16% 32	33.56% 150	28.19% 126	10.96% 49	20.13% 90	447
The overall quality of programs and events offered by the Parks and Recreation Department	6.25% 28	36.38% 163	26.12% 117	7.59% 34	23.66% 106	448
The amount of hike and bike trails in the city	3.58% 16	24.38% 109	33.33% 149	26.40% 118	12.30% 55	447
The location and distribution of hike and bike trails throughout the city	3.37% 15	19.33% 86	36.18% 161	27.42% 122	13.71% 61	445
The overall quality of hike and bike trails in the city	4.27% 19	30.79% 137	32.36% 144	15.06% 67	17.53% 78	445
The overall quality of playgrounds in the city	4.93% 22	35.87% 160	30.27% 135	9.87% 44	19.06% 85	446
The overall quality of city recreation centers	3.36% 15	32.21% 144	28.41% 127	12.30% 55	23.71% 106	447
The overall quality of the city golf course	2.01% 9	17.67% 79	16.55% 74	7.61% 34	56.15% 251	447
The number of city-owned lake access points	2.47% 11	15.06% 67	29.21% 130	12.58% 56	40.67% 181	445
The overall quality of city-owned lake access points	2.91% 13	18.61% 83	23.99% 107	11.21% 50	43.27% 193	446

Q12 The city is establishing a series of priorities to direct future Parks and Recreation Department actions. How strongly do you agree or disagree with the following statements: I think Lewisville should...

Answered: 440 Skipped: 116



	STRONGLY AGREE	AGREE	NO OPINION	DISAGREE	STRONGLY DISAGREE	TOTAL
Acquire land for future park and open space development	45.98% 200	40.92% 178	8.05% 35	4.14% 18	0.92% 4	435
Expand the city's trail system	54.69% 239	34.10% 149	7.09% 31	2.52% 11	1.60% 7	437

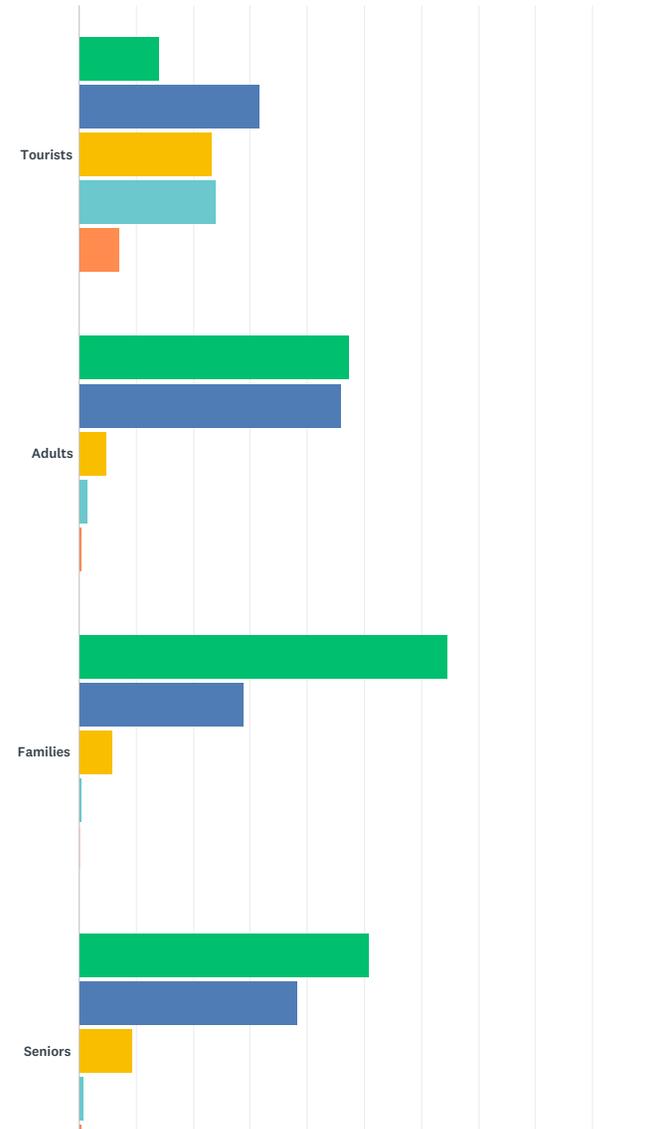
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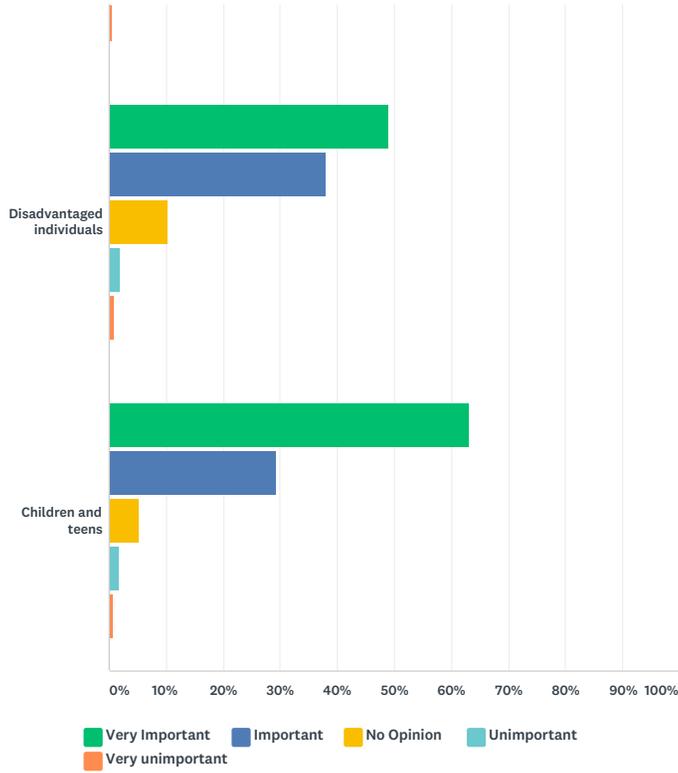
Acquire land to preserve environmentally sensitive areas such as natural creek corridors	51.26% 223	30.34% 132	12.64% 55	4.14% 18	1.61% 7	435
Develop parks and facilities that are specific to tourism in the city	22.58% 98	34.79% 151	25.81% 112	14.52% 63	2.30% 10	434
Plant more trees in the city	46.40% 200	35.27% 152	14.62% 63	2.55% 11	1.16% 5	431
Place art in parks and other public places	22.92% 99	34.03% 147	23.15% 100	14.12% 61	5.79% 25	432
Create sustainable park areas such as butterfly way stations, prairie restoration, wildflowers and native plantings	42.03% 182	37.64% 163	12.24% 53	6.93% 30	1.15% 5	433

Lewisville Parks, Recreation and Open Space Master Plan Update Survey - 2017

Q13 How important is it for the Parks and Recreation Department to provide recreation programs for...

Answered: 440 Skipped: 116

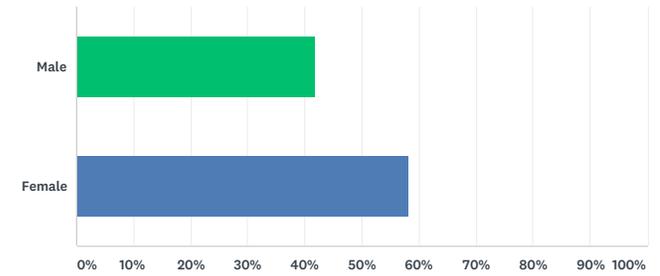




	VERY IMPORTANT	IMPORTANT	NO OPINION	UNIMPORTANT	VERY UNIMPORTANT	TOTAL
Tourists	14.06% 61	31.57% 137	23.27% 101	23.96% 104	7.14% 31	434
Adults	47.37% 207	46.00% 201	4.81% 21	1.37% 6	0.46% 2	437
Families	64.55% 284	28.86% 127	5.91% 26	0.45% 2	0.23% 1	440
Seniors	50.92% 222	38.30% 167	9.40% 41	0.92% 4	0.46% 2	436
Disadvantaged individuals	48.97% 213	37.93% 165	10.34% 45	1.84% 8	0.92% 4	435
Children and teens	63.05% 273	29.33% 127	5.31% 23	1.62% 7	0.69% 3	433

Q14 Are you male or female?

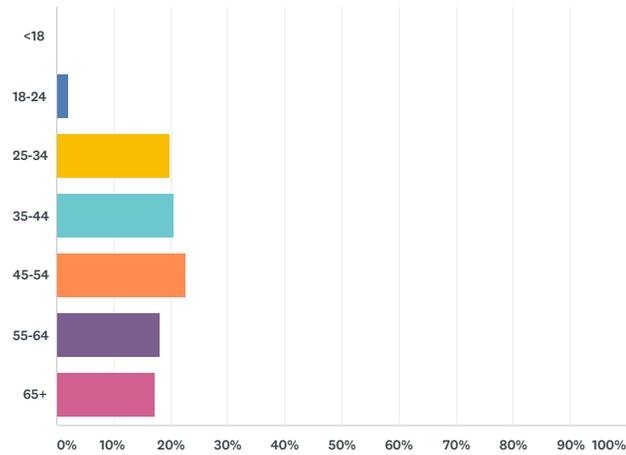
Answered: 442 Skipped: 114



ANSWER CHOICES	RESPONSES	
Male	41.86%	185
Female	58.14%	257
TOTAL		442

Q15 How old are you?

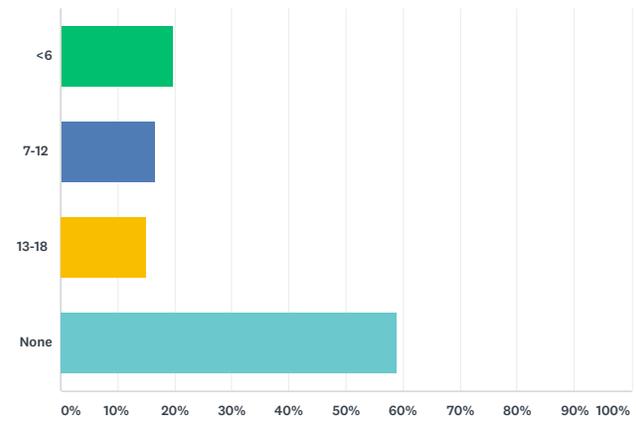
Answered: 444 Skipped: 112



ANSWER CHOICES	RESPONSES	
<18	0.00%	0
18-24	2.03%	9
25-34	19.82%	88
35-44	20.50%	91
45-54	22.52%	100
55-64	18.02%	80
65+	17.12%	76
TOTAL		444

Q16 Do you have children under the age of 18 living at home? If yes, in which of the following age groups do they fall?

Answered: 439 Skipped: 117



ANSWER CHOICES	RESPONSES	
<6	19.59%	86
7-12	16.63%	73
13-18	15.03%	66
None	59.00%	259
Total Respondents: 439		

APPENDIX C: PARK DEVELOPMENT GUIDELINES

The 2011 Master Plan included park development guidelines for neighborhood parks and community parks to provide guidance when developing new parks and when improving existing parks. This master plan update adds development guidelines for pocket parks and includes updates to the 2011 guidelines for neighborhood and community parks.

Pocket Parks

Size – Pocket parks are less than 5 acres in size, but are typically much smaller. They are meant to serve as pockets of open space in developed areas. A pocket park would ideally serve residents or visitors within ¼ mile, or about a five minute walk.

Location – Pocket parks are generally found in residential areas or in urban contexts like Old Town. In residential areas, pocket parks should be added in areas that are currently underserved in terms of accessible parkland. Additionally, as the Old Town area continues to redevelop, lots should be acquired to serve as pockets of green space. Pocket parks could also be created along the Lewisville Hike and Bike Trail to serve as pause points for trail users.

Facilities – Pocket parks are meant to be less programmed than neighborhood parks. Typical amenities include benches and shade trees. Other potential amenities include sidewalk along the street frontage. These sites are intended to be low-maintenance so no landscaping or vegetation requiring irrigation is recommended.

Design – Since there are not many recommended amenities for a pocket park, there is no specific layout for a pocket park. Instead, pocket parks should feel more natural. The design should make use of existing trees on the site and trees should be clustered to create shaded areas.

Adjacency and Interaction – Noise is likely not to be an issue, so no screening or fencing is required to separate the park from surrounding uses. Particularly in the Old Town area, pocket parks should be integrated with the surrounding urban context.

Parking – Parking is not recommended nor required for pocket parks as they are meant to serve people within walking distance.

Neighborhood Parks (2011 Master Plan guidelines)

Size - The size of a neighborhood park may vary considerably due to the physical location of the park and condition of the site. Generally, neighborhood parks should be 5 to 10 acres or larger. A neighborhood park would ideally serve 3,000 to 4,000 residents per park.

Location - If possible, neighborhood parks should be centrally located in the neighborhoods they serve and should consider the following location attributes:

- Neighborhood parks should be accessible to pedestrian traffic from all parts of the area served. Ideally, neighborhood park facilities should be located within a one-quarter mile radius (five minute walk) or one-half mile radius (ten minute walk) of the residents who will use those facilities.
- These parks should be located adjacent to local or minor collector streets that do not allow high-speed traffic. A neighborhood park should be accessible without having to cross major arterial streets and should be far enough from major streets that traffic noise is not obvious in the park.
- It is desirable to locate neighborhood parks adjacent to creeks and greenways, which allows for trail connections to other parks and City amenities.
- It is ideal for neighborhood parks to be located adjacent to elementary schools in order to share acquisition and development costs with the school district. Adjacencies of park and school grounds allow for joint use and sharing of facilities. It also lends itself to the community's involvement with the school grounds and vice versa, leading to a synergistic result that adds to the quality of life for everyone.

Facilities – Neighborhood parks would ideally include the following facilities:

- Playground equipment with adequate safety surfacing
- Playground equipment that allows for easy use by children with disabilities or limited mobility impairment
- Unprogrammed and unstructured free play areas
- Adequately sized pavilions with multi-tiered roofs
- Loop trails or a connection to the city-wide trails system
- Signage for safety and accessibility

Additional facilities often provided in a neighborhood park include (but are not limited to):

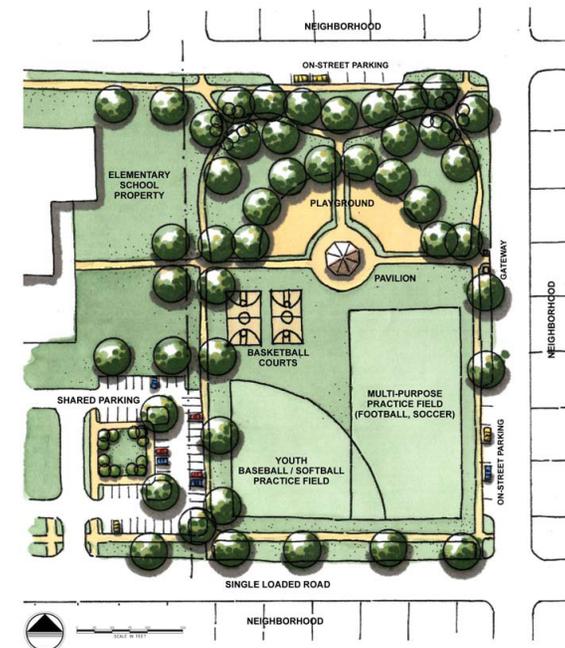
- Unlighted basketball courts and half courts
- Picnic areas with benches, picnic tables, and cooking grills
- Unlighted tennis courts
- Skate parks
- Security lighting
- Drinking fountains

Design – The overall design and layout of a neighborhood park is an important determinant of its final quality and timelessness. These parks should generally be designed with the programmed space (playgrounds, pavilions, basketball courts, etc.) clustered into an “activity zone” within the park. These areas need ample seating and shade to be hospitable year-round. Placing these areas near existing stands of trees is recommended as this eliminates the years of waiting for shade trees to mature. The open/unprogrammed space should be visible from this activity area but should be clearly delineated through plantings and hardscape features such as paved trails and seatwalls. Finally, a loop trail is a preferred component of a neighborhood park. When a segment of the city-wide trails system passes through a neighborhood park (which is recommended), it is important to connect it to the park’s loop trail.

Adjacency and Interaction – How the park integrates with the surrounding land uses (residences, schools, wooded areas, etc.) is crucial to the quality of experience within the park. When a road borders the park, the houses across the street should face the park. It is recommended that at least 80% of the park’s boundary be bordered by single-loaded roads or creeks. No more than 20% of any park’s boundary should be bordered by the backs of houses. When houses must back up to a park, the fencing between the houses and the park should be transparent (such as wrought iron fencing or similar) rather than

opaque wooden fortress fencing. Transparent fencing allows a softer transition between park and residence and provides for informal surveillance of the park. High-limbed trees along the fence line furthermore allow for a combination of privacy and transparency. When a park is constructed adjacent to a school, the two sites should interact. That is, there should be pedestrian connections between the school and the park and it could even be recommended that when schools are constructed, expanded, or renovated, windows overlooking the park should be provided.

Parking – In general, the use of shared-use trails, sidewalks, and bike routes should be encouraged to decrease automobile traffic in and around neighborhood parks. When parking is deemed necessary, the number of parking spaces will vary based on the size of the park, the facilities it contains, and the number of users. Generally, depending on the carrying capacity of adjacent streets, parallel on-street parking may provide sufficient parking space. Opportunities to share parking may be beneficial to different yet compatible functions, such as churches, schools, libraries, and other City facilities.



Community Parks (2011 Master Plan guidelines)

Size – The size of a community park should be large enough to provide a variety of amenities while still leaving open space for unstructured recreation, practice space, and natural areas. The park should also have room for expansion as new facilities are required. Community parks may vary in size from 20 acres to over 200 acres depending on needs and site opportunities.

Location – Because they are intended to serve large portions of the City, community parks should be centrally located and easily accessible by major thoroughfares and trails. When connected by major trails and greenbelts, community parks are not only more easily accessed, but they also serve as a hub for the trails system and other parks in the community. Care should be taken when locating a high-intensity community park adjacent to or near residential areas. In these instances, it is important to provide adequate buffers to minimize noise and bright lights at night when possible. Because of the requirement for lighted facilities, it is often desirable to have higher-intensity or “active” community parks located adjacent to commercial, retail, and/or light industrial areas, rather than residential neighborhoods.

Facilities – Community parks would ideally include the following facilities:

- Playground equipment with adequate safety surfacing
- Playground equipment that allows for easy use by children with disabilities or limited mobility impairment
- Unprogrammed and unstructured free play areas
- Adequately sized pavilions with multi-tiered roofs
- Picnic areas
- Unlighted multi-purpose practice fields for soccer and football
- Backstops for baseball and softball practice
- Loop trails or connection to the City-wide trails system
- Sufficient off-street parking based on facilities provided and size of park

Additional facilities often included in a community park include (but are not limited to):

- Restrooms
- Natural open space where available or present including access to these areas via trails
- Lighted competitive baseball, softball, soccer, and football fields
- Lighted multi-purpose practice fields
- Security lighting
- Other facilities as needed which can take advantage of the unique characteristics of the site, such as fishing adjacent to ponds, swimming pools, open air amphitheaters, etc.

Design – As is the case with neighborhood parks, the overall design and layout of a community park is important to the park’s final quality and timelessness. Activity zones of programmed space are important within community parks. Playgrounds, pavilions, and basketball courts make up one type of activity zone while ballfields, concession stands, and equipment storage buildings make up another type. Providing shade by means of placing the former of these two activity zone types near existing stands of trees is recommended, as is the provision of benches and picnic tables. In community parks and other large parks, it is often desirable to delineate between activity zones and unprogrammed areas by the use of natural features, such as stands of trees and creek corridors. This helps to break up the park visually and delineate space. Paved trails should connect these various areas with each other, as well as provide a walking/ jogging loop for recreational use.

The interaction between a community park and the surrounding areas is crucial to the quality of experience within the park. As with neighborhood parks, a community park should be bordered by single-loaded roads and creeks or other natural areas. When development does border the park, the type of neighboring development dictates how the edge is addressed. If the development is residential, the fencing between the houses and the park should be transparent (such as wrought iron fencing or similar). In addition, a row of trees and/or shrubs should be used along this fence line to soften its appearance. However, if the development is industrial in nature or otherwise aesthetically unpleasing or potentially a nuisance, the border should be well-screened with dense plantings of trees and shrubs to soften this edge. It may also be desirable to place a fence and/or masonry wall at these borders for safety reasons (such as reducing the likelihood of a ball rolling out of the park or debris entering the park). Community parks often interface well with schools. In such instances, work with the LISD to provide visual and physical connections

between the school and the park.

As a final consideration, it is important to understand that active community parks can sometimes be a nuisance to nearby residential neighborhoods. Bright lighting at night, excessive noise from cheering spectators, or the overflow of parking onto neighborhood streets can all become issues. If a park is to be developed in close proximity to a neighborhood, take measures to address these issues and identify any other potential issues. Specifically related to the issue of light impacts, a good option to be considered is “cut-off” lighting, which allows light patterns to be controlled, thus avoiding nuisance to neighbors.

Parking – This varies based on the facilities provided and the size of park. The National Recreation and Park Association (NRPA) recommends a minimum of five spaces per programmed acre, plus additional parking for specific facilities within the park, such as pools or ballfields. The actual amount of parking provided in each park should be determined by the facilities provided in that park. Even so, consideration should always be given toward the concept of “shared parking.” The benefit of shared parking is the reduction in the number of parking spaces that need to be built. There are two ways shared parking can be implemented in a park:

- Typically, the number of spaces required to be constructed in a park is determined by the peak parking requirements of each of the uses. This can result in the provision of excessive amounts of parking. Instead, determine the number of parking spaces by considering the different peak parking schedules of various uses, thereby potentially reducing the number of parking spaces needed by “sharing” parking between uses (i.e., football fields and baseball fields can share parking since football and baseball games are typically not played concurrently).
- The traditional concept of shared parking is to create an agreement with adjacent land uses like schools, churches, and other City facilities so that parking can serve both the park and the adjacent land use.

In addition to reducing the overall amount of off-street parking, it is important to consider the design and construction of parking and its impact on the park and the environment. In order to offset the surface water runoff and pollution from large areas of parking, it is recommended that consideration be given to Low Impact Development (LID), which includes the use of permeable paving combined with shade trees and bio-swales to bio-filtrate runoff water.



APPENDIX D: PARK AMENITY INVENTORY

City of Lewisville Parks, Recreation, and Open Space Master Plan Update																							
Existing Park Facilities																							
Park	Acres				Baseball Fields (Competitive)	Softball Fields (Competitive)	Soccer Fields (Competitive)	Football Fields (Competitive)	Softball Fields/ Adult	Basketball Full Courts	Basketball Half Courts	Basketball/ Indoor Courts	Backstops	Multi-purpose Practice Fields	Disc Golf Course	Tennis Courts	Racquetball Courts	Volleyball Courts (sand)	Fitness Center	Paved Hike/Bike Trails (miles)	Nature Trails (miles)	Fitness Course	
	Total	Developed	Undeveloped	Natural / Unprogrammed Space																			
Neighborhood Parks																							
Austin Kent Ellis	4.6	4.6												1									
Creekview	7.6	4.6	3.0																				
Daffodil	1.2	1.2																					
East Hill	21.8	21.3		0.5																	0.26		
Hedrick Estates	4.8	4.8																					
Highland Lakes	1.8	1.1		0.7																	0.70		
Highlands	7.4	7.4								2				2							0.38		
Iris Lane	1.3	1.3							1														
L.L. Woods	28.1	28.1								1		2		1	1						0.82		
Meadow Lake	1.4	1.4																			0.31		
Orchard Valley	3.7	2.5		1.2																	0.16		
Raldon/Lake Cities	13.8	13.8								1											0.24		
Rev. Alvin Turner Sr.	7.3	7.3								2											0.81		
Willow Grove	1.7	1.7																					
Subtotal	106.4	100.9	3.0	2.4	0	0	0	0	0	5	2	0	2	4	1	0	0	0	0	0	3.68	0	0
Community Parks																							
Central Park	41.7	15.8		25.9										1							1.01		
Wayne Frady/Old Town Aquatic Park	12.2	8.3		3.9						1				1							0.61		
Lake Park	385.0	334.8		50.2	8	8		2							1						1.93		
Memorial	25.0	25.0																1			0.86		
Toyota of Lewisville Railroad	269.0	249.0		20.0	4	8	4														2.00		
Subtotal	732.9	632.9	0.0	99.9	12	0	16	4	2	1	0	0	0	2	1	0	0	0	1	0	6.41	0	0
Special Purpose Parks																							
Sun Valley Aquatic Center	5.5	5.5													4								
Vista Ridge Amphitheater	3.5	3.45																					
Vista Ridge Athletic Complex	16.0	16.0						1		1											1		1
Wayne Ferguson Plaza	1.5	1.5																					
Subtotal	24.9	24.9	0.0	0.0	0	0	0	0	1	0	1	0	0	0	0	4	0	0	0	0	1	0	1

Nature area (acres)	Playground (# of units)	Horseshoe Plts	Gymnasium	Lacrosse	Cricket	Skate Park	Dog Park	Fishing Pond	Fishing Pier / Observation deck	Water Spray Pool	Fitness/Lap Pool	Leisure Pool	Amphitheater	Gazebo	Large Pavilions	Small Pavilions	Wedding Pavilion	Picnic Units	BBQ Grills	Benches	Bleachers	Drinking Fountains	Meeting Room(s) w/ tables & chairs	Foot Bridges	Concession Bldgs.	Restroom Bldgs./Portable	Off Street Parking (# of spaces)	Handicapped Parking (# of spaces)	
	1							Aquatics					Passive / Support Facilities											Other Facilities					
	1														1		2	2	1	2						1	8	1	
	1																2	2		2									
	2																4	4		2							11	1	
	1																			2									
	1																			1									
	2																			3									
	1																			8						1	35	1	
	2													1						4									
	1																			5									
	2																			6									
	2																			8									
	1																			2									
0	17	0	0	0	0	0	0	0	0	0	0	0	0	1	0	8	0	60	43	50	0	3	0	2	0	3	164	13	
	2							Aquatics					Passive / Support Facilities											Other Facilities					
	1									1		1			3			23	12	13		1				1	111	6	
	1	2			1											2		7	3		1					1	95	4	
	2	1						1							1	4		143	73	21	36	1			3	13	1495	53	
																	6	4	4								39	3	
0	6	3	0	0	1	1	1	3	1	0	1	1	0	0	4	6	179	92	38	36	3	0	0	4	4	1706	20		
0	6	3	0	0	1	1	1	3	2	1	0	1	0	0	4	6	179	92	38	36	3	0	0	7	19	3446	86		
								Aquatics					Passive / Support Facilities											Other Facilities					
										1	1	1				2				1		1					1	145	6
																					6	6	2				2	21	1
																		8								1	1	183	5
0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	2	0	8	0	7	6	3	0	0	1	4	349	12	

City of Lewisville Parks, Recreation, and Open Space Master Plan Update

Existing Park Facilities

Park	Acres				Baseball Fields (Competitive)	Softball Fields (Competitive)	Soccer Fields (Competitive)	Football Fields (Competitive)	Softball Fields/ Adult	Basketball Full Courts	Basketball Half Courts	Basketball / Indoor Courts	Backstops	Multi-purpose Practice Fields	Disc Golf Course	Tennis Courts	Racquetball Courts	Volleyball Courts (sand)	Fitness Center	Paved Hike/Bike Trails (miles)	Nature Trails (miles)	Fitness Course	
	Total	Developed	Undeveloped	Natural / Unprogrammed Space																			
Linear Parks & Open Space Preserves				Active Facilities																			
Creekview Greenbelt	7.4			7.4																	0.38		
East Hill Open Space	221.0			221.0																			
Fox Creek Greenbelt	14.0	3.7		10.3																	0.62		
Hidden Creek Trail	3.0	3.0																			0.75		
Javelin Way Greenbelt	2.5	2.5																			0.31		
Oak Bend Greenbelt	24.1	1.0		23.1																	0.62		
Old Orchard Greenbelt	15.3	5.0	3.4	6.9																	0.42		
Prairie Creek Greenbelt	14.7	10.1		4.6																	0.45		
Sylvan Creek Greenbelt	1.3	1.3																			0.25		
Timber Creek Greenbelt	43.4			43.4																	1.55		
Valley Ridge Blvd. Greenbelt	1.4	1.4																			0.48		
Valley Ridge Greenbelt	39.5	8.4		31.1						1											0.72		
Valley Vista Park	10.5	0.5	4.2	5.7																			
Subtotal	398.0	36.9	7.7	353.4	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	6.55	0	0

Nature area (acres)	Playground (# of units)	Horseshoe Pits	Gymnasium	Lacrosse	Cricket	Skate Park	Dog Park
	1						
	1						
0	2	0	0	0	0	0	0

Fishing Pond	Fishing Pier / Observation deck	Water Spray Pool	Fitness/Lap Pool	Leisure Pool
Aquatics				
0	0	0	0	0

Amphitheater	Gazebo	Large Pavilions	Small Pavilions	Wedding Pavilion	Picnic Units	BBQ Grills	Benches	Bleachers	Drinking Fountains	Meeting Room(s) w/ tables & chairs	Foot Bridges
Passive / Support Facilities											
					2		2				
											2
					2		4				
							3				
							6				
0	0	0	0	0	4	0	15	0	0	0	2

Concession Bldgs.	Restroom Bldgs./Portable	Off Street Parking (# of spaces)	Handicapped Parking (# of spaces)
Other Facilities			
0	0	0	0

City of Lewisville Parks, Recreation, and Open Space Master Plan Update

Existing Park Facilities

Park	Acres				Baseball Fields (Competitive)	Softball Fields (Competitive)	Soccer Fields (Competitive)	Football Fields (Competitive)	Softball Fields/ Adult	Basketball Full Courts	Basketball Half Courts	Basketball / Indoor Courts	Backstops	Multi-purpose Practice Fields	Disc Golf Course	Tennis Courts	Racquetball Courts	Volleyball Courts (sand)	Fitness Center	Paved Hike/Bike Trails (miles)	Nature Trails (miles)	Fitness Course	
	Total	Developed	Undeveloped	Natural / Unprogrammed Space																			
Hike & Bike / Equestrian Trails*					Active Facilities																		
Fox Creek																					1		
Prairie Creek																					0.6		
Timber Creek																							
Subtotal	0.0	0.0	0.0	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0
Recreation Facilities					Active Facilities																		
Hedrick House	2.3	2.3																					
Frederick P. Herring Recreation Center											2						4		1				
Memorial Park Recreation Center											1							1.0	1				
Memorial Park Senior Center																							
Subtotal	2.3	2.3	0.0	0.0	0	0	0	0	0	0	3	0	0	0	0	0	4	1	2	0	0	0	
Other Park Facilities					Active Facilities																		
Lake Park Golf Course	203.8	203.8																					
Subtotal	203.8	203.8	0.0	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City Property Total	1,468.1	1,001.7	10.7	455.7	12	0	16	4	3	7	3	3	2	6	2	4	4	2	2	18.8	0	1	

Nature area (acres)	Playground (# of units)	Horseshoe Pits	Gymnasium	Lacrosse	Cricket	Skate Park	Dog Park	Fishing Pond	Fishing Pier / Observation deck	Water Spray Pool	Fitness/ Lap Pool	Leisure Pool	Amphitheater	Gazebo	Large Pavilions	Small Pavilions	Wedding Pavilion	Picnic Units	BBQ Grills	Benches	Bleachers	Drinking Fountains	Meeting Room(s) w/ tables & chairs	Foot Bridges	Concession Bldgs.	Restroom Bldgs./Portable	Off Street Parking (# of spaces)		
Aquatics								Passive / Support Facilities								Other Facilities													
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Aquatics								Passive / Support Facilities								Other Facilities													
0	0	0	2 1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1 6 3 1	11	0	0	0	122 42	3 12
Aquatics								Passive / Support Facilities								Other Facilities													
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	25	3	3	0	1	1	1	3	2	2	1	2	1	1	4	16	1	251	135	110	42	9	11	4	8	26	4,123	126	

City of Lewisville Parks, Recreation, and Open Space Master Plan Update

Existing Park Facilities

Park	Acres				Baseball Fields (Competitive)	Softball Fields (Competitive)	Soccer Fields (Competitive)	Football Fields (Competitive)	Softball Fields/ Adult	Basketball Full Courts	Basketball Half Courts	Basketball / Indoor Courts	Backstops	Multi-purpose Practice Fields	Disc Golf Course	Tennis Courts	Racquetball Courts	Volleyball Courts (sand)	Fitness Center	Paved Hike/Bike Trails (miles)	Nature Trails (miles)	Fitness Course
	Total	Developed	Undeveloped	Natural / Unprogrammed Space																		
School and College Facilities**					Active Facilities																	
Goldsmith Stadium																						
Stuver Audortium																						
School Subtotal		N/A	N/A	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Significant Public and Private Facilities					Active Facilities																	
The MAC												4										
LLELA	1,903			1,903																	3	
Subtotal	1,903.0	0.0	0.0	1903.0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	3
City Wide Facilities Total	3,371.1	1,001.7	10.7	2,358.7	12	0	16	4	3	7	3	7	2	6	2	4	4	2	2	18.8	3	1

*Trails that are not wholly contained as part of a park already included in this table

**Facilities available for public use by joint use agreements.

Nature area (acres)	Playground (# of units)	Horseshoe Pits	Gymnasium	Lacrosse	Cricket	Skate Park	Dog Park	Fishing Pond	Fishing Pier / Observation deck	Water Spray Pool	Fitness/ Lap Pool	Leisure Pool	Amphitheater	Gazebo	Large Pavilions	Small Pavilions	Wedding Pavilion	Picnic Units	BBQ Grills	Benches	Bleachers	Drinking Fountains	Meeting Room(s) w/ tables & chairs	Foot Bridges	Concession Bldgs.	Restroom Bldgs./Portable	Off Street Parking (# of spaces)	
0								Aquatics					Passive / Support Facilities										Other Facilities					
0								0					0										0					
1903																												
1903	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1903	25	3	3	0	1	1	1	3	2	2	2	2	1	1	4	16	1	251	135	110	42	9	11	4	8	26	4123	126



MEMORANDUM

TO: Melinda Galler, Assistant City Manager

FROM: Russ Kerbow, Police Chief

DATE: February 27, 2018

SUBJECT: Approval of a Bid Award to The Security Center, Inc., Dallas, Texas, for the Purchase of Bullet-Resistant Glass and Installation in the Amount of \$110,051.82; and Authorization for the City Manager to Execute the Agreement.

BACKGROUND

Council approved enhanced perimeter security for the police department in the current budget to include bullet resistant glass on the east side of the police building. All glass facing east is slated for replacement. The replacement includes two glass doors and window panes beside each door along with all other glass facing east towards Valley Parkway. (See Attachment A)

When the jail was built, bullet resistant glass was used for the jail windows and doors and was also added to the front lobby of the police department at the records counter. In addition, the glass in front of the municipal court windows is also bullet resistant.

ANALYSIS

Three (3) bids were received and opened on February 2, 2018. The bids ranged from a low bid of \$110,051.82 to \$183,009 for the same level of protection. The low bid was submitted by The Security Center, Inc., of Dallas, Texas. The bullet resistant glass is rated at UL (Underwriters Laboratory) Level 5 which is resistant to a 7.62mm rifle lead core full metal copper jacket, military ball (.308 Caliber).

The police department conducted reference checks of The Security Center, Inc. and believe they can successfully complete the project. This firm has completed similar projects for private and public entities in surrounding cities.

Funding is budgeted in the capital account for this expense in 385 – Crime Control and Prevention District (Acct. #385.07.110.5100).

RECOMMENDATION

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

ATTACHMENT A



MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: March 8, 2018

SUBJECT: **Approval of a Bid Award to The Security Center, Inc., Dallas, Texas, for the Purchase of Bullet-Resistant Glass and Installation in the Amount of \$110,051.82; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

A bid invitation was created and posted on Bidsync.com January 5, 2018. Specifications were created in accordance with Texas Local Government Code Chapter 252.043, *Award of Contract*. Specifications under this chapter of the law state the award is to be made on the basis of the best value for the municipality.

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

ANALYSIS

Sealed bids were due February 2, 2018 and three (3) bids were received. An evaluation of bids was performed and it was determined that The Security Center, Inc. submitted the lowest bid and is being recommended on the basis of best value.

RECOMMENDATION

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

**CITY OF LEWISVILLE
PURCHASING DIVISION
BID TABULATION
BID # 18-10-I
BULLET RESISTANT GLASS**

**THE SECURITY CENTER, INC.
DALLAS, TEXAS**

\$110,051.82

**ALUMA-LUXE CORPORATION
DALLAS, TEXAS**

\$131,818.86

**ADVANCED TRANSOL CONSULTANTS LLC
DALLAS, TEXAS**

\$183,009.00

CITY OF LEWISVILLE, TEXAS

PURCHASING AGREEMENT

Project: Installation of bullet-resistant glass at the Lewisville Police Department (the "Project").

This Purchasing Agreement (the "Agreement") is made on this date, 26 Feb 2018, 2018, between the City of Lewisville (the "City") and The Security Center, Inc.

1. Services. The Contractor shall perform or cause to be performed the services outlined in the City's Solicitation (the "Solicitation"), attached hereto as Exhibit A, and the Contractor's Proposal (the "Proposal"), attached hereto as Exhibit C (the "Services"). Contractor shall furnish or cause to be furnished all personnel, labor, equipment, tools, materials, supervision, supplies, insurance and bonds (if applicable) and all other items necessary to successfully and timely complete the Project in accordance with this Agreement. The Contractor will perform or cause to be performed all Services in a good and professional manner and in accordance with industry standards. The Contractor is responsible for installing or causing to be installed a final product that is fully functional and fit for its intended purposes, and meets all requirements set forth in the Agreement, the Solicitation (Exhibit A) and the Proposal (Exhibit C). The City will be the sole judge of the acceptability of all Services performed under this Agreement.
2. Completion of Services. All Services shall be initiated within ten (10) days after the City provides notice to the Contractor that work may proceed. All Services shall be completed to the satisfaction of the City within twelve (12) weeks from the date of execution of this Agreement. Time is of the essence.
3. Agreement Documents. The Agreement shall include the following documents, and this Agreement does hereby expressly incorporate same herein as if set forth verbatim in this Agreement:
 - A. This Agreement
 - B. The Solicitation, attached as **Exhibit A**
 - C. The City's Terms & Conditions, attached as **Exhibit B**
 - D. The Proposal, attached as **Exhibit C**

To the extent that any exhibit is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit A**, followed by **Exhibit B**, then **Exhibit C** shall prevail in the order.

4. Confidential Information. To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.

5. Pricing. The City of Lewisville agrees to a total fee for all Services of \$110,051.82, as outlined in the Proposal. No work shall be undertaken which requires extra payment without the City's prior written approval.
6. Payment. Contractor shall invoice the City after the Services are provided in full and accepted by the City or a correct invoice is received, whichever is later. The City shall not accept the Services until after final inspection. The invoice shall be for all amounts owed under this Agreement, and the City shall remit payment within thirty (30) days after receipt of invoice, in accordance with the Texas Prompt Payment Act (Tex. Gov't Code Ch. 2251). All original invoices are to be sent to the City of Lewisville, Attention: AP Division, 151 West Church Street, Lewisville, Texas 75057 or P.O. Box 299002, 75029-9002.
7. Change Orders. Any changes to the Services that change the Agreement price or the Agreement time, as specified herein, must be authorized by the City in writing PRIOR to commencement of said work. Any work performed without the City's prior written consent will be at the sole expense of the Contractor.
8. Subcontractors. Subcontractors, if any, will be directed and supervised solely by the Contractor. The Contractor shall require any subcontractors to hold the same insurance as required of the Contractor under this Agreement.
9. Right of Inspection and Required Repairs. The City shall have the right to observe and check all ongoing work in sufficient detail to determine if the Services are proceeding satisfactorily. The City shall have the right to inspect all Services completed before accepting them and making payments in accordance with this Agreement. Should any portion of the completed Services fail to meet the requirement of the City, the Contractor shall repair or replace work failing to meet requirement until compliance with this Agreement is demonstrated.
10. Termination. This Agreement may be terminated by the City in accordance with the Solicitation or at any time upon providing thirty (30) days advance written notice to Contractor of the termination date. Contractor shall invoice City for any Services performed or materials purchased by the City from the Contractor as part of this Project prior to the termination date, but City shall not be required to pay any additional charges as a result the termination. City shall remit payment for such Services within thirty (30) days of receipt of invoice.
11. Insurance. During the period of this Agreement, the Contractor will maintain, at its expense, insurance with limits not less than those prescribed in **Exhibit A**. All insurance must be reviewed and approved by the City **prior to commencement of work**.
12. Bonds. The Contractor shall provide bonds as outlined in the Proposal.

13. Worker's Compensation. The Contractor and any of its subcontractors shall abide by the requirements of the Solicitation (**Exhibit A**) and the Texas Administrative Code, Title 28, RULE §110.110, in regards to workers compensation.
14. Independent Contractor. Contractor shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the work and Services. No term or provision herein or act of the City shall be construed as changing that status.
15. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including, but not limited to the Immigration Reform and Control Act (IRCA).
16. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
17. Arbitration. In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
18. Tax Exempt Status. The City is exempt from and shall not pay state and local sales and use taxes on labor and materials incorporated into the Project. If necessary, it is the responsibility of the Contractor to obtain from the State Comptroller's Office a sales tax permit, resale certificate, and exemption certificate that will enable the Contractor to buy any materials for the Services and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
19. Entire Agreement. This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
20. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.
21. Governmental Immunity. Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.
22. Liens. The Contractor agrees that, under state law and City charter, no lien may be placed upon City-owned property.

23. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: The Security Center
Attn: Gary Akey
10750 Forest Lane
Dallas, Texas 75243

If to City, to: City of Lewisville
Attn: Todd White, C.P.M.
151 W. Church Street
Lewisville, Texas 75057

24. Severability. 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.

25. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

26. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

27. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, order of any kind of government of the United States or the

State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

28. Waiver. 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.
29. **INDEMNIFICATION**. THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONTRACTOR'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.
30. Advertising. Contractor shall not advertise or publish, without the City's prior consent, the fact that the Contractor has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
31. Disclosure. Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, good, or services

with the City of Lewisville must file a completed conflict of interest questionnaire which is available online at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

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

32. Texas Government Code Chapter 2270. Pursuant to Texas Government Code Chapter 2270, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.
33. Texas Government Code Chapter 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
34. Closure. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures as of the date listed above.

CITY OF LEWISVILLE

By: _____
Donna Barron, City Manager

Date: _____

THE SECURITY CENTER, INC.

By:  _____

Gary A. Akey
Printed Name/Title

Date: 26 Feb 2018

10750 Forest Lane
Street Address

Dallas, Texas 75243
City, State, and Zip

214.349.0480
Telephone Number

214.349.9429
Fax Number

gakey@securitytexas.com
Email Address

75-1330681
Federal Tax ID Number

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

LIST OF EXHIBITS:

**EXHIBIT A
CITY'S SOLICITATION**

**EXHIBIT B
CITY'S TERMS AND CONDITIONS**

**EXHIBIT C
CONTRACTOR'S PROPOSAL**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-319004

Date Filed:
02/26/2018

Date Acknowledged:

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

The Security Center, Inc.
Dallas, TX United States

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

Lewisville Police Department

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

18-10-1
Installation of bullet-resistant glass

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

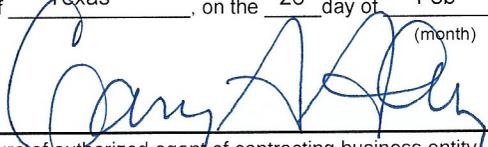
6 UNSWORN DECLARATION

My name is Gary A. Akey, and my date of birth is 13 Aug 1957.

My address is 10750 Forest Lane (street), Dallas (city), TX (state), 75243 (zip code), U.S.A. (country).

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

Executed in Dallas County, State of Texas, on the 26 day of Feb, 2018.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

Solicitation 18-10-I

Bullet Resistant Glass

Bid Designation: Public

City of Lewisville, Texas

Bid 18-10-I

Bullet Resistant Glass

Bid Number 18-10-I
Bid Title Bullet Resistant Glass
Bid Start Date In Held
Bid End Date Jan 18, 2018 2:00:00 PM CST
Question & Answer End Date Jan 15, 2018 2:00:00 PM CST

Bid Contact Tracey Ogurek
Buyer
Finance

Contract Duration 365 days
Contract Renewal 1 annual renewal
Prices Good for 30 days

Standard Disclaimer All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. The successful bidder will be required to certify compliance, if applicable.

Bid Comments **The city of Lewisville is actively seeking bids from qualified bidders to supply all labor, drawings, permits, equipment, materials and installation of U.L. Level 5 ballistic products at the Lewisville Police Department.**
Award will be based on best value as defined in local Government Code Chapter 252 Section 043.

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

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

Item Response Form

Item 18-10-I-01-01 - Briefing Room Windows
Quantity 1 lump sum
Unit Price
Delivery Location **City of Lewisville, Texas**
Lewisville Police Department
1187 W. Main St.
Lewisville TX 75067
Qty 1

Description

Remove and replace five (5) existing exterior window frames and glass with U.L. level 5 ballistic materials.
See specifications for details.

Item 18-10-I-01-02 - Officer's Entrance

Quantity 1 lump sum

Unit Price

Delivery Location **City of Lewisville, Texas**
Lewisville Police Department
1187 W. Main St.
Lewisville TX 75067
Qty 1

Description

Remove and replace one (1) exterior door, sidelight and transom assembly with U.L. Level 5 ballistic materials. See specifications for details.

Item 18-10-I-01-03 - Back Door

Quantity 1 lump sum

Unit Price

Delivery Location **City of Lewisville, Texas**
Lewisville Police Department
1187 W. Main St.
Lewisville TX 75067
Qty 1

Description

Remove and replace one (1) exterior door with a level 5 flush steel door. See specifications for details.

Item 18-10-I-01-04 - Optional: View Window for Back Door

Quantity 1 lump sum

Unit Price

Delivery Location **City of Lewisville, Texas**
Lewisville Police Department
1187 W. Main St.
Lewisville TX 75067
Qty 1

Description

This is an optional item:
A 10" x 10" view window level 5 low spall glass polycarbonate. See specifications for details.

CITY OF LEWISVILLE
Bullet Resistant Glass
18-10-I

The City of Lewisville is actively seeking bids from qualified bidders to supply all labor, drawings, permits, equipment, materials and installation of U.L. Level 5 ballistic products at the Lewisville Police Department, located at 1187 West Main Street, Lewisville, Texas 75067. Products will be used in the Briefing Room, Officer's Entrance and Back Door. All of the following dimensions are estimated and bidders are to satisfy themselves as to actual dimensions required.

SCOPE OF WORK

Briefing Room Windows:

Work will involve removing and replacing five (5) existing exterior window frames and glass with U.L. Level 5 ballistic material.

- Install new level 5 framing within the opening after removal.

Provide and install level 5 Ballistic Low Spall Glass Polycarbonate as follows:

- Quantity 1 – 49” W x 95” H (divided into three (3) daylight openings)
- Quantity 1 – 144” W x 95” H (divided into nine (9) daylight openings)
- Quantity 2 – 145” W x 30” H (divided into three (3) daylight openings)
- Quantity 1 – 46” W x 30” H

Officer's Entrance:

Remove and replace one (1) exterior door, sidelight, and transom assembly, approx. size of 96” W x 96” H.

- Provide Level 5 framing installed within the rough opening.
- Provide one (1) Level 5 full vision aluminum stile door made to fit within the framing. The door will be prepped for applicable door hardware. Hardware will be provided by the City.
- Provide three (3) sidelights and one (1) transom light, Level 5 Low Spall Glass Polycarbonate.

Back Door:

Remove and replace one (1) exterior door and replace with a Level 5 flush steel door.

- Includes metal frame and continuous hinge.
- The new door will be prepped to reuse the existing lockset.
- Optional 10” x 10” View Window Level 5 Low Spall Glass Polycarbonate.

WORK HOURS

All work is to be performed during non-peak hours of the Police Department. Work **may** begin on a Friday after 11:30 a.m. and continue through the weekend.

SITE INSPECTION

Bidders **MUST** visit site to determine the actual dimensions of all material needed. There is a Site Inspection Affidavit that must be signed and turned in with the bid documents.

QUALITY

All workmanship must be of the highest quality.

WORK SITE

The successful bidder is to remove from the premises and properly dispose all material removed during the installation process, including all glass, frames, packaging, and debris. While working on this project, any damage to walls and bricks are to be repaired, painted, and returned to its original condition.

TECHNICAL LITERATURE

Bidder must include complete technical literature of each item being offered. The literature must verify the Level 3 status.

SITE INSPECTION AFFIDAVIT

I, _____ with _____, attest that I have
(Print Name) (Company Name)

visited the site(s) affected by this bid with City personnel and thoroughly understand the nature of this bid.

Be sure to return this pre-bid/site inspection affidavit with your entire bid package.

ELECTRONIC BIDS: Completed forms may be scanned and attached to BidSync submittal or submitted to Purchasing before the bid due date and time.

Company Name

Company Address

City State Zip Code

Authorized Representative (Print) Title Date

Email Address Phone Fax

Signature

City Representative (Print) Title Date

City Representative Signature

EXHIBIT B

INSURANCE REQUIREMENTS **GENERAL CONTRACTS FOR SERVICES**

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

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

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

NOTE: The aggregate loss limit applies to each project.

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI**, or, **A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

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

**EXHIBIT A
VENDOR REFERENCES**

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

REFERENCE ONE

Government/Company Name:

Location:

Contact Person and Title:

Contact Phone Number:

Contract Period:

REFERENCE TWO

Government/Company Name:

Location:

Contact Person and Title:

Contact Phone Number:

Contract Period:

REFERENCE THREE

Government/Company Name:

Location:

Contact Person and Title:

Contact Phone Number:

Contract Period:

BOND REQUIREMENTS and RETAINAGE

BONDS

The successful bidder will be required to furnish the following bonds from a surety licensed to do business in the State of Texas. These bonds, along with proper insurance papers, will be incorporated as part of the final contract documents and will remain in effect until the completion and acceptance of the project. Maintenance bonds shall be in effect based on their stated term after final acceptance of the project:

Project amount \$10,001 to \$24,999 – a payment bond at the project amount and a maintenance bond for one year from the date of final payment.

Project amount \$25,000 to \$99,999 – a payment bond at the project amount and a maintenance bond for two years from the date of the final payment.

Project amount \$100,000 and greater – **a bid bond equal to 5% of the project amount is to be included with the sealed bid;** a payment bond and performance bond at the project amount and a maintenance bond for two years from the date of the final payment.

RETAINAGE

Retainage will be based on the following: 15 percent retainage for contracts up to \$25,000; 10 percent retainage for contracts in excess of \$25,000 and less than \$400,000; 5 percent retainage for contracts in excess of \$400,000.

**CITY OF LEWISVILLE PURCHASING DIVISION
ADDITIONAL TERMS**

ANTI-LOBBYING PROVISION

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

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

LAWS AND ORDINANCES

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

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the

laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

CITY OF LEWISVILLE PURCHASING DIVISION

INSTRUCTIONS TO BIDDERS

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

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

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

or

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

Address to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchase Price

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

The quality of the bidder's goods or services

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

The bidder's past relationship with the municipality.

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

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

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

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

RESERVATIONS: The City expressly reserves the right to:

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

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

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

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

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

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

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

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

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

Have adequate financial resources, or the ability to obtain such resources as required;

Be able to comply with the required or proposed delivery schedule;

Have a satisfactory record of performance;

Have a satisfactory record of integrity and ethics;

Be otherwise qualified and eligible to receive an award; and

The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE RECIPROCAL REQUIREMENT

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

- 1. Where is your principal place of business?

- 2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located?

 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO

 - C. If "YES", what is that dollar increment or percentage?

NON-COLLUSION STATEMENT

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

Vendor:	<input type="text"/>
Address:	<input type="text"/>
City, State, Zip:	<input type="text"/>
Phone	<input type="text"/>
Email Address:	<input type="text"/>
Bidder (Print name)	<input type="text"/>
Bidder Signature	<input type="text"/>
Position with Company	<input type="text"/>
Signature of company official authorizing this bid:	<input type="text"/>
Company Official (Print name):	<input type="text"/>
Position with company:	<input type="text"/>

CITY OF LEWISVILLE DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

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

CITY OF LEWISVILLE
PURCHASING DIVISION

Exceptions

Bid

On the lines below, please list any exceptions taken to this bid invitation.

Item#	Description
<input type="text"/>	<input type="text"/>

Signature

Company

Date

No Exceptions taken to this bid invitation.

Signature

Company

Date

Question and Answers for Bid #18-10-I - Bullet Resistant Glass

Overall Bid Questions

There are no questions associated with this bid.

Exhibit A

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".
7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.
8. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY PRICE:** (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
11. **WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
15. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
16. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

Exhibit A

18. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. **WAIVER:** No claim or right arising out of a breach of this contract 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.
20. **MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.
21. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
22. **APPLICABLE LAW:** This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.
23. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
24. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
25. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.
26. **DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code
- Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.
27. **INDEPENDENT CONTRACTOR:** Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.
28. **TERMINATION FOR DEFAULT:** Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.
29. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code
- Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.
30. **INDEMNIFICATION:** Seller agrees to defend, indemnify and hold buyer, 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 Seller's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Seller, its officers, agents, employees or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Buyer, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Seller and Buyer, 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 Buyer under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
30. **SEVERABILITY:** In case any one or more of the provisions contained in these Terms and Conditions 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 these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
31. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.
32. **ADA COMPLIANCE:** All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.
33. **PROTECTION OF RESIDENT WORKERS:** The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.
34. **NO BOYCOTT OF ISRAEL.** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.
35. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

The Security Center

Bid Contact **Gary Akey**

Address **DALLAS, TX 75243**

gakey@securitytexas.com

Ph 214-349-0480

Bid Notes The material for this Bid will be "made to order", meeting the exact dimensional requirements of the requested areas. As such, the custom fabrication is anticipated to take approximately eight (8) to nine (9) weeks after approval of the Final Drawings by the authorized representative of the Lewisville Police Department.

The Security Center will then develop an installation schedule with the authorized representative of the Lewisville Police Department or other designee.

Pricing was developed based on award of all portions. Please contact Bidder with questions.

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
18-10-I--01-01	Briefing Room Windows	Supplier Product Code: Supplier Notes: Attachments for this Bid include: - Copy of Bind Bond - Copy of Liability Insurance Certificate - Copy of Site Inspection Affidavit - Five (5) spec sheets providing a general overview of the proposed products and/or product components. - Upon Bid award detailed as-builts will be created for review by the Lewisville Police Department or other personnel as needed. Thank you.	First Offer - \$71,820.00	1 / lump sum	\$71,820.00	Y Y
18-10-I--01-02	Officer's Entrance	Supplier Product Code:	First Offer - \$31,646.15	1 / lump sum	\$31,646.15	Y
18-10-I--01-03	Back Door	Supplier Product Code:	First Offer - \$6,316.67	1 / lump sum	\$6,316.67	Y
18-10-I--01-04	Optional: View	Supplier Product Code:	First Offer - \$269.00	1 / lump sum	\$269.00	Y

Window for
Back Door

Supplier Total **\$110,051.82**

The Security Center

Item: **Briefing Room Windows**

Attachments

Bind Bond - Security Center.PDF

Certificate of Liability - Security Center.PDF

Site Inspection Affidavit - Security Center.PDF

SCI BL3-D Aluminum Stile Door.pdf

SCI Level 4 5 Framing System.pdf

SCI Level IV V Framing.pdf

SCI Steel_Door_Data_Sheet.pdf

SCI TSS 005 L-S.pdf

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

The Security Center, Inc.

10750 Forest Lane

Dallas, Texas 75243

OWNER (Name, legal status and address):

City of Lewisville

P.O. Box 29902, Lewisville, Texas 75029-9002

BOND AMOUNT:

\$5,503.00

PROJECT (Name, location or address, and Project number, if any):

City of Lewisville Police Department Headquarters Facility

1187 W. Main Street, Lewisville, Texas 75067

Project Number, if any: 18-10-I

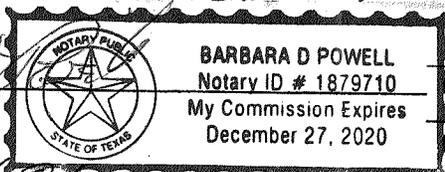
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of January 2018

[Signature]
(Witness)



[Signature]
(Witness)

[Signature]
(Principal)
OPERATIONS DIRECTOR (Seal)
(Title)

THE CINCINNATI INSURANCE COMPANY
(Surety) (Seal)

Heather De Anda, Account Manager
(Title) *[Signature]*

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.
S-2000-AIA (11/10) PUBLIC

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Frank Swingle, Mary Hernandez; Ann Acaley and/or Heather De Anda

Of Dallas, Texas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to

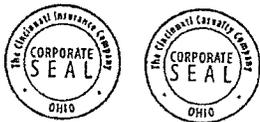
Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Vice President this 8th day of March, 2017



STATE OF OHIO)
COUNTY OF BUTLER) SS:

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephan A. Justice

Vice President

On this 8th day of March, 2017 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

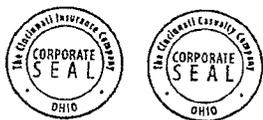


Mark J. Huller

Mark J. Huller, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this _____ day of _____



Sten D. Dan

Secretary

BN-1457 (3/17)

SITE INSPECTION AFFIDAVIT

I, Gary A. Akey with The Security Center, Inc., attest that I have
(Print Name) (Company Name)

visited the site(s) affected by this bid with City personnel and thoroughly understand the nature of this bid.

Be sure to return this pre-bid/site inspection affidavit with your entire bid package.

ELECTRONIC BIDS: Completed forms may be scanned and attached to BidSync submittal or submitted to Purchasing before the bid due date and time.

The Security Center, Inc.

Company Name

10750 Forest Lane

Company Address

Dallas

Texas

75243

City

State

Zip Code

Gary A. Akey

Operations Director

23 Feb 17
30 Jan 18

Authorized Representative (Print)

Title

Date

gakey@securitytexas.com

214.349.0480 x. 119

214.349.9429

Email Address

Phone

Fax

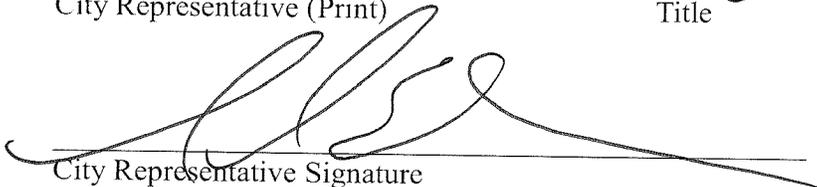
Signature

*ORIGINAL VISIT
02/23/17 MA*

Michael E Moore
City Representative (Print)

CAPTAIN
Title

01/30/18
Date


City Representative Signature

TSS BL3-D | DOOR

FEATURES

- ▶ Bullet resistant level 3 .44 magnum super power small arms protection
- ▶ Accepts various glazing materials from 3/4" thru 1 3/8"
- ▶ Anodized or painted finishes
- ▶ Full vision or vision/opaque glazing
- ▶ Stock or custom sizes
- ▶ Transom and sidelite options

PRODUCT DESCRIPTION

2 3/8" medium stile door system
 1 3/4" x 4" bullet resistant aluminum jamb

CONSTRUCTION

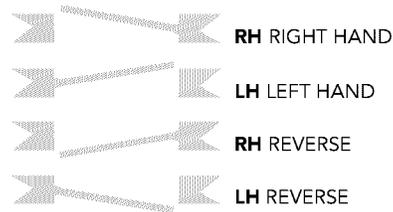
The TSS BL3-D is designed to meet Level 3 protection as tested in accordance with UL Standard 752 at Underwriters Laboratories. Door and frame components will be constructed from extruded aluminum in 6061-T6 alloy / temper. Corner joinery shall consist of extruded and keyed aluminum spline with continuous 3/8" diameter steel tie rod at door top and bottom rails. All joints and connections shall be tight, providing hairline joints and true alignment of adjacent members. Panels are not removable from the threat side.

SPECIFICATIONS

- ▶ This door and frame system is designed to provide protection in those areas where ballistic threat exists
- ▶ It is recommended that this door and frame system be used in conjunction with protected wall areas

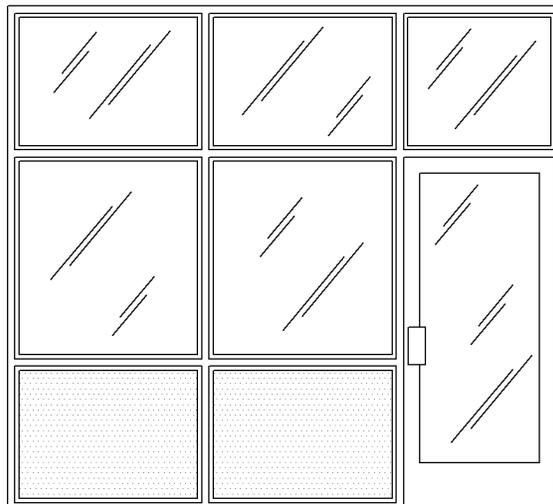
MARKETS SERVED

- ▶ Gas stations
- ▶ Convenience stores
- ▶ Law enforcement facilities
- ▶ Public and private locations



DOOR HARDWARE

- Standard Door Hardware: Continuous Hinge
 Push/Pull Handle
 Mortised Lock
 Overhead Surface Closer
- Optional Door Hardware: Electric Strike Release
 Exit Devices
 Custom Security Hardware



APPROVAL REQUIRED

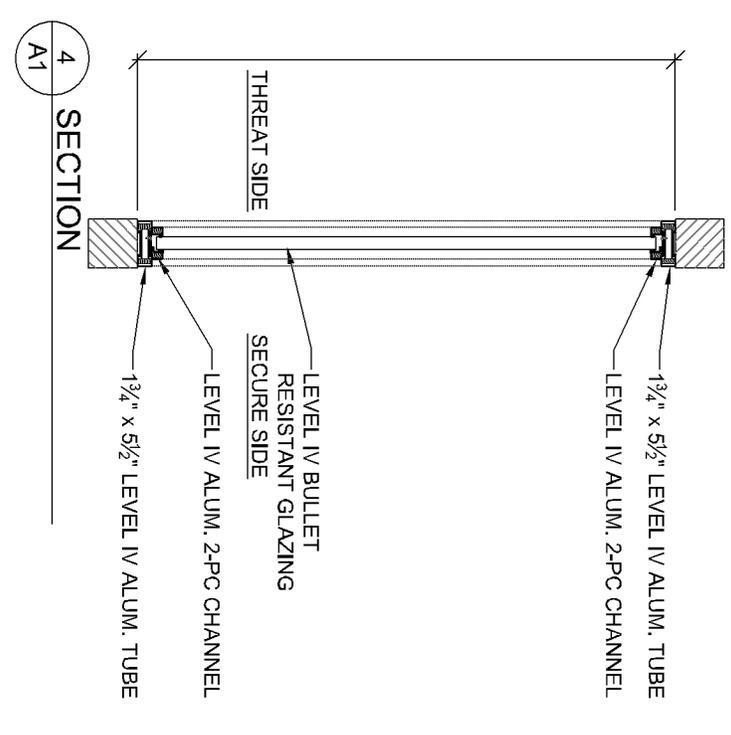
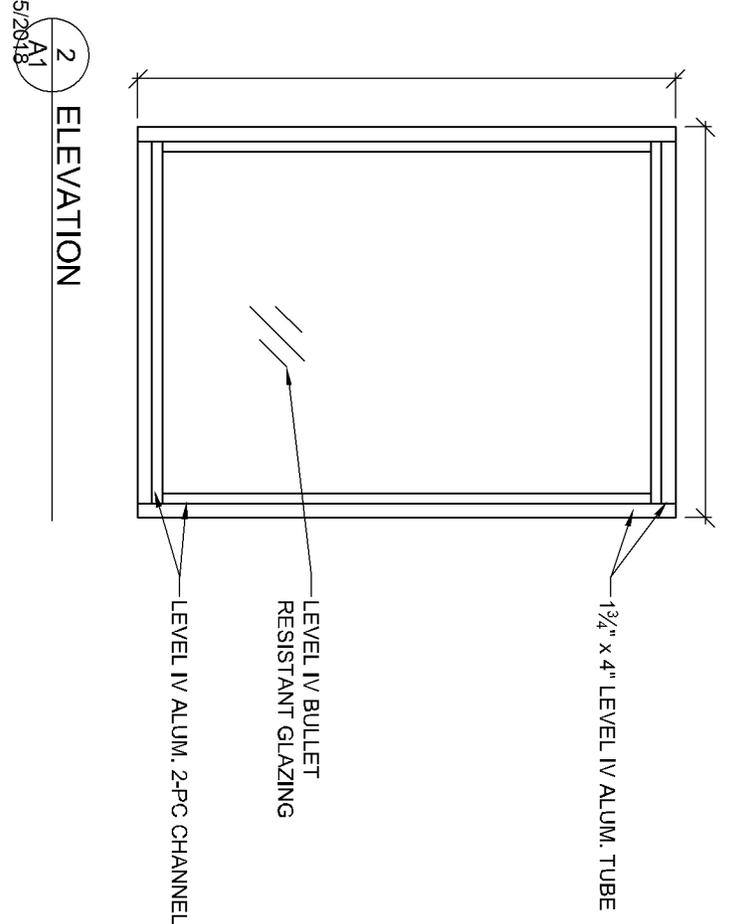
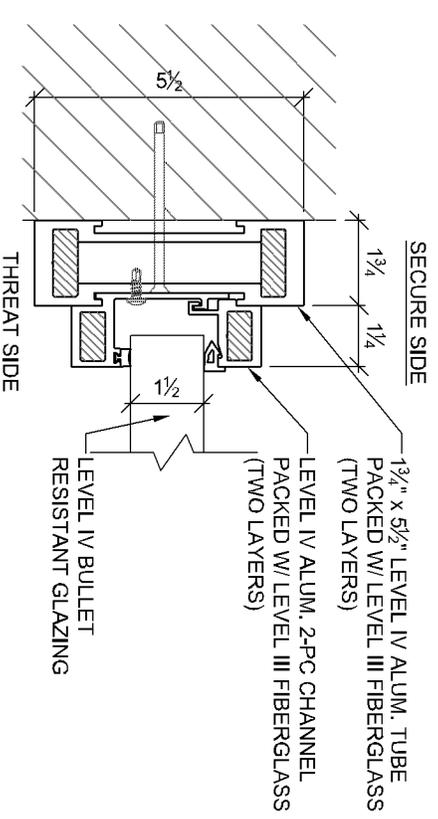
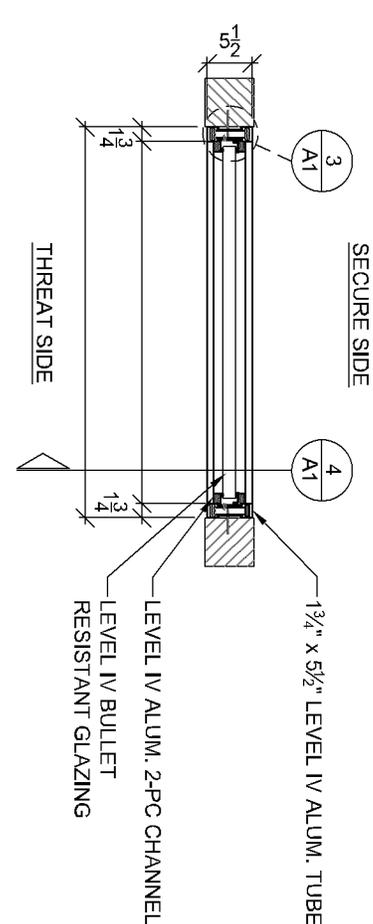
- APPROVED AS DRAWN
- APPROVED AS NOTED
- REJECTED

SIGNATURE: _____

DATE: _____

DRAWING NOTES

1. THIS WILL BE FABRICATED & SHIPPED TO THE EXACT DIMENSION SHOWN.
2. ALL DIMENSIONS MUST BE APPROVED, SIGNED, & DATED BEFORE FABRICATION.
3. FINISHED OPENING SIZE:



2/15/2018

Bidsync



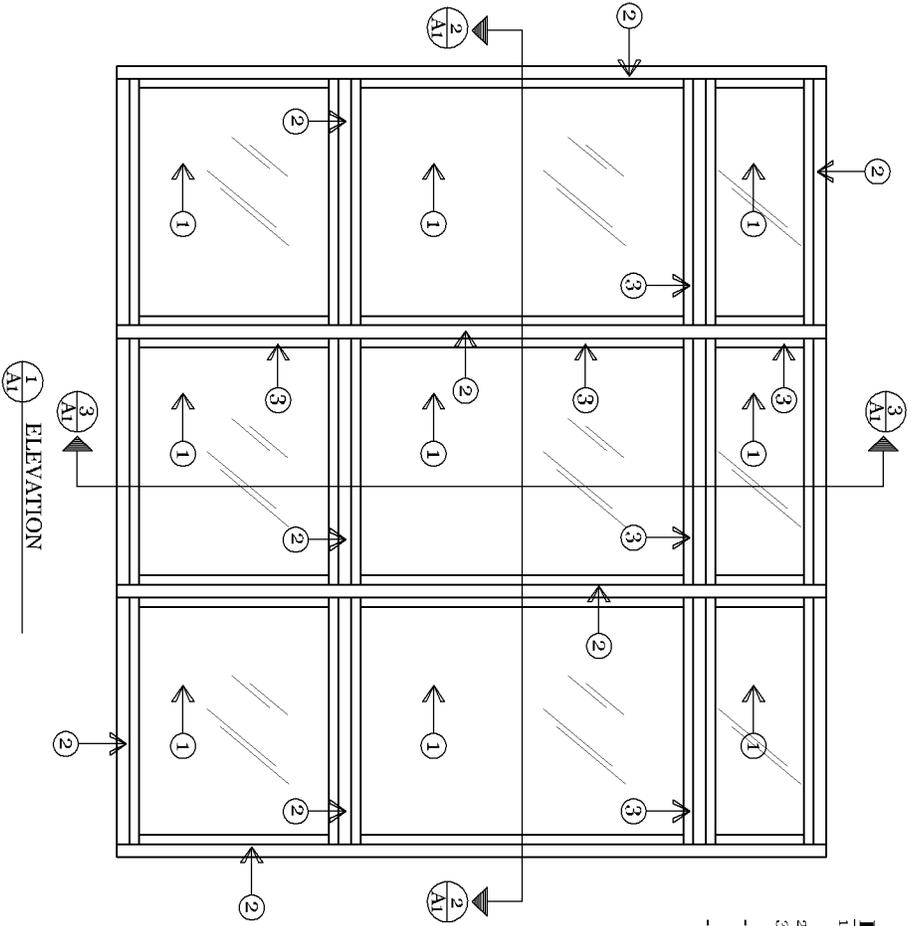
The information in this drawing is confidential. It is the exclusive property of TOTAL SECURITY SOLUTIONS. When permission is needed for reproduction and/or distribution from TOTAL SECURITY SOLUTIONS.

PROJECT NAME: LEVEL IV FRAMING
 The Security Center, Inc.
 10750 Forest Lane
 Dallas, Texas 75243

DATE: 09.20.12
 DRAWN BY: TEP
 ENG. BY:
 CHECKED BY: JR

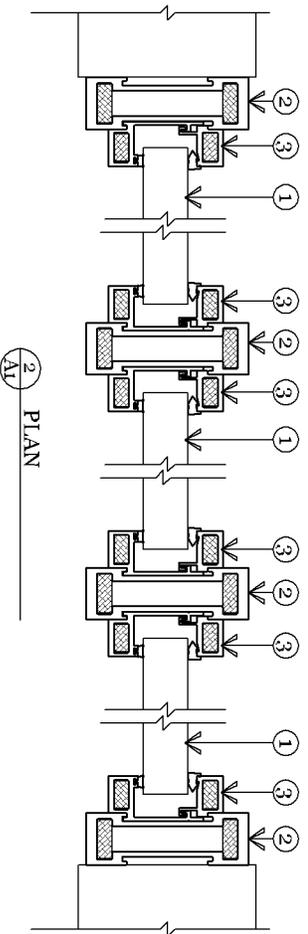
REVISIONS:	
DATE	DESCRIPTION

SHEET NUMBER: 18-101
A1
 JOB#:

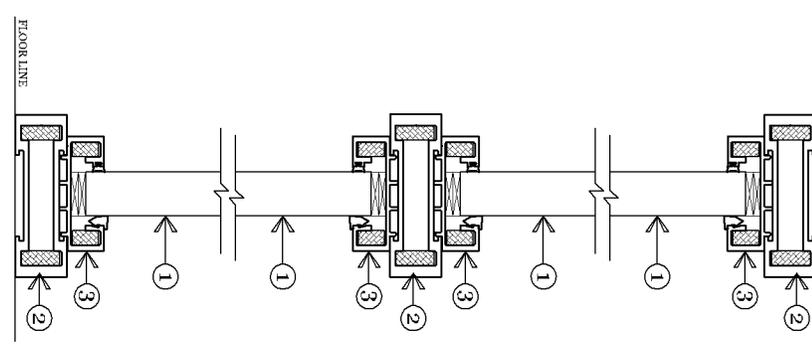


1-1 ELEVATION

- DRAWING NOTES:**
1. BULLET RESISTANT ACRYLIC OR ACRYLIC/POLYCARBONATE COMPOSITE. AVAILABLE IN PROTECTION LEVELS 1,2,3,4.
 2. 1-1/4" x 3/4" EXTRUDED ALUMINUM TUBE. LEVEL 4 RATED BALLISTIC PROTECTION.
 3. EXTRUDED ALUMINUM 2 PIECE GLAZING CHANNEL. LEVEL 4 RATED BALLISTIC PROTECTION. CHANNEL IS INTEGRAL TO PROPERLY CONSTRUCTED FRAMING SYSTEM. GASKET IS SIZED PER LEVEL OF GLAZING PROTECTION. PROFILE MAY NOT REPRESENT THE ACTUAL SHAPE.
- STANDARD COLORS ARE ARCHITECTURAL BRONZE AND CLEAR ANODIZED ALUMINUM. CUSTOM COLORS ARE AVAILABLE ON REQUEST.



2-2 PLAN



3-3 SECTION

Authorized Dealer: The Security Center, Inc.
 10750 Forest Lane
 Dallas, Texas 75243
 888.451.4646
 www.securitytexas.com

TSS BL5.5
 TYPICAL DETAILS

Project Name:

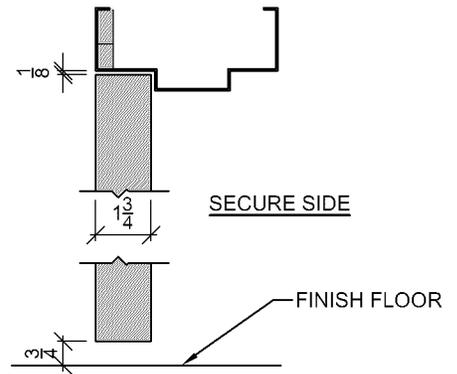
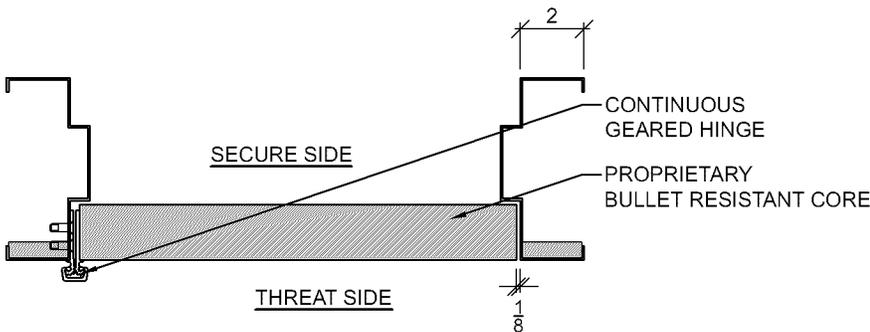
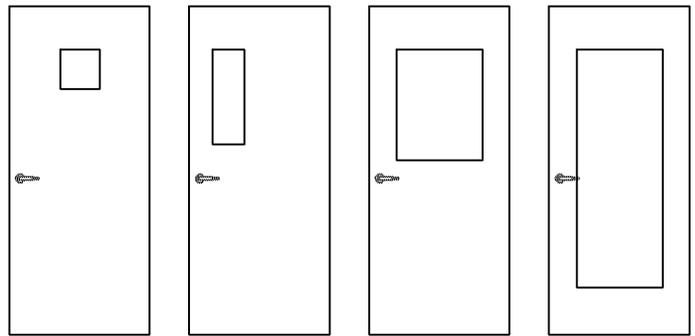
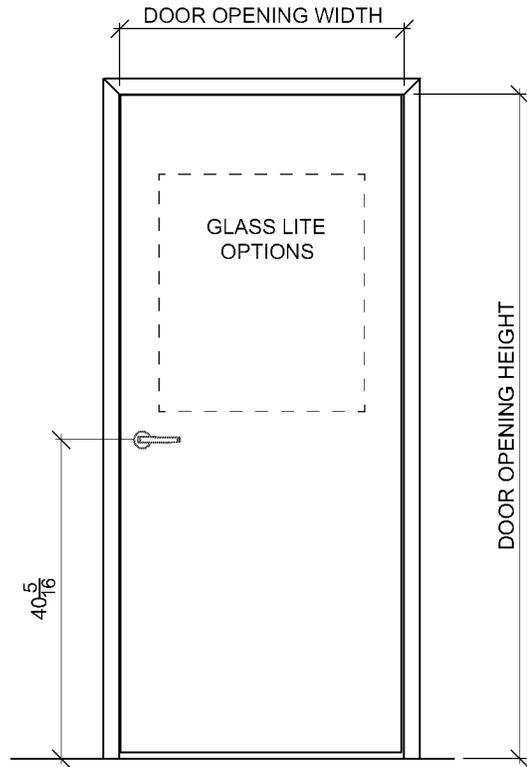
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Drawn By: _____
 Checked By: _____
 Sheet Title: PLAN / ELEVATION
 Sheet Number: A1.p. 15

STEEL DOOR AND VIEW WINDOW OPTIONS

Levels 1-8, U.L. 752 Standards

ASSEMBLY	BUILT TO ORDER BULLET RESISTANT MILD STEEL DOOR ASSEMBLIES COME COMPLETE WITH DOOR, FRAME AND LITE KIT (IF APPLICABLE). FOR BOTH INTERIOR AND EXTERIOR LOCATIONS. OVERSIZED ASSEMBLIES ARE AVAILABLE.
MATERIAL	18 GAUGE MILD STEEL OTHER MATERIAL AVAILABLE UPON REQUEST
DOOR EDGES	SQUARE EDGE
CORE	PROPRIETARY BULLET RESISTANT CORE
GLAZING	OPTIONS AVAILABLE, ACRYLIC, LAMINATED POLYCARBONATE, GLASS CLAD POLYCARBONATE
HARDWARE	HARDWARE INCLUDES CONTINUOUS GEARED HINGE, REMAINING HARDWARE CAN BE PROVIDED AND OR FACTORY PREPPED UPON REQUEST
FRAMES	SEE FRAME PROFILES AND FRAME ELEVATIONS (FIXED OR ADJUSTABLE THROAT FRAMES)
FINISHES	PRIMED READY FOR PAINT
SIZES	3/0 X 7/0, 6/0 X 7/0 DOUBLE DOORS, OTHER SIZES AVAILABLE
TEST CRITERIA	INDEPENDENTLY TESTED IN ACCORDANCE WITH U.L. 752 REQUIREMENTS



TSS ARMOR
Ballistic Glass Clad Laminates

Security Center

PRODUCTION SPECIFICATION SHEET

PRODUCT: **TSS 005 L/S**

MAKEUP: 3/8" Glass
.025 Polyurethane Interlayer
3/8" Glass
.025 Polyurethane Interlayer
1/4" Glass
.050 Polyurethane Interlayer
1/4" Polycarbonate
.050 Polyurethane Interlayer
3/16" Glass

** Available in Tints*

AVERAGE THICKNESS: 1.6"

WEIGHT: 17.3 lbs/sqft

LIGHT TRANSMISSION: 67%

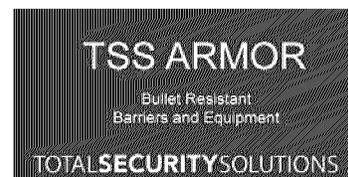
STANDARD WARRANTY: Five years from date of manufacture

BALLISTIC AND FORCED ENTRY RATINGS

U.L. 752 Level V

Authorized Dealer:

The Security Center, Inc.
10750 Forest Lane
Dallas, Texas 75243
888.451.4646
www.securitytexas.com



Making your world a safer place

Supplier: The Security Center

**EXHIBIT A
VENDOR REFERENCES**

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

REFERENCE ONE

Government/Company Name: Desoto (Texas) Police Department

Location: DeSoto Police Department HQ - Lobby & Records Area

Contact Person and Title: Sgt. Dwayne Lyons

Contact Phone Number: 469.658.3033

Contract Period: January 2017

REFERENCE TWO

Government/Company Name: DeSoto (Texas) Police Department

Location: DeSoto Police Department HQ - Front Entrance

Contact Person and Title: Sgt. Dwayne Lyons

Contact Phone Number: 469.658.3033

Contract Period: January 2018

REFERENCE THREE

Government/Company Name: Wells Fargo Bank

Location: Houston, Texas - Northbelt Branch

Contact Person and Title: Linda Richards-LaBrot

Contact Phone Number: 281.324.7325

Contract Period: March 2007

Supplier: The Security Center

BOND REQUIREMENTS and RETAINAGE

BONDS

The successful bidder will be required to furnish the following bonds from a surety licensed to do business in the State of Texas. These bonds, along with proper insurance papers, will be incorporated as part of the final contract documents and will remain in effect until the completion and acceptance of the project. Maintenance bonds shall be in effect based on their stated term after final acceptance of the project:

Project amount \$10,001 to \$24,999 – a payment bond at the project amount and a maintenance bond for one year from the date of final payment.

Project amount \$25,000 to \$99,999 – a payment bond at the project amount and a maintenance bond for two years from the date of the final payment.

Project amount \$100,000 and greater – **a bid bond equal to 5% of the project amount is to be included with the sealed bid;** a payment bond and performance bond at the project amount and a maintenance bond for two years from the date of the final payment.

RETAINAGE

Retainage will be based on the following: 15 percent retainage for contracts up to \$25,000; 10 percent retainage for contracts in excess of \$25,000 and less than \$400,000; 5 percent retainage for contracts in excess of \$400,000.

Supplier: The Security Center

**CITY OF LEWISVILLE PURCHASING DIVISION
ADDITIONAL TERMS**

ANTI-LOBBYING PROVISION

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

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

LAWS AND ORDINANCES

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

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the

United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

The Security Center, Inc.

Contractor Name

Gary A. Akey

Authorized Signature

1.29.2018

Date



Supplier: The Security Center

CITY OF LEWISVILLE PURCHASING DIVISION

INSTRUCTIONS TO BIDDERS

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

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

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

or

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

Address to:

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

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

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

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

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

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

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

or provisions may not be considered as responsive bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchase Price

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

The quality of the bidder's goods or services

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

The bidder's past relationship with the municipality.

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

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

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

RESERVATIONS: The City expressly reserves the right to:

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

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

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

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

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

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

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

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

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

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

to meet these minimum standards listed above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplier: The Security Center

STATE RECIPROCAL REQUIREMENT

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

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

NON-COLLUSION STATEMENT

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

Vendor:	The Security Center, Inc.
Address:	10750 Forest Lane
City, State, Zip:	Dallas, Texas 75243
Phone	214.349.0480
Email Address:	gakey@securitytexas.com
Bidder (Print name)	Gary A. Akey
Bidder Signature	Gary A. Akey
Position with Company	Operations Director
Signature of company official authorizing this bid:	Charles W. Dozier
Company Official (Print name):	Charles W. Dozier
Position with company:	President

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Thomas Quinn, Emergency Administration Manager

VIA: Melinda Galler, Assistant City Manager

DATE: March 7, 2018

SUBJECT: **Approval of a Professional Services Agreement With Halff Associates, Inc., Fort Worth, Texas, in the Amount of \$75,000 for Professional Services in Connection with Preparation of a Flood Depth Analysis and Hazard-Specific Supplement to the City's Emergency Plan.**

BACKGROUND

The Office of Emergency Management, in conjunction with an evaluation team, selected Halff Associates in the amount of \$75,000 for professional services to prepare a flood depth analysis and hazard-specific supplement to the City's emergency plan. This service is in connection with Phase II of the FY 2016 Urban Area Security Initiative (UASI) grant project that is currently underway. Phase I involved the acquisition of elevation data through a Light Detection and Ranging (LiDAR) topographic surveying method, through a procurement partnership with Denton County and City of Carrollton. Services provided in Phase II will be based on this newly acquired data. The total amount of \$183,897 was awarded for the FY 2016 UASI grant and the performance period is through August 31, 2018.

ANALYSIS

The amount of \$75,000 is to hire Halff Associates to perform flood inundation modeling and depth analysis for a range of flooding scenarios, including Lakes Lewisville and Grapevine Dam failure and non-failure scenarios based on LiDAR data acquired in Phase I of the grant project. The new elevation data acquired in Phase I provides a more current and accurate understanding of Lewisville topography, reflecting any topographic changes since 2007, and can reasonably depict elevation contours at 1- to 2-foot intervals. Halff Associates will coordinate with the United States Army Corp of Engineers and City of Carrollton to further enhance flood inundation modeling and depth analysis. In addition, Halff Associates will draft a hazard-specific supplement to the City's emergency plan based on these types of flood hazards, provide training on flood modeling and analysis findings, and conduct a tabletop exercise for stakeholders. A precise understanding of the extent and depth of flood affords a more accurate and current understanding of risk to downstream interests, and is key in ensuring the most effective mitigation and preparedness efforts.

RECOMMENDATION

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

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: March 7, 2018

SUBJECT: **Approval of a Professional Services Agreement with Halff Associates, Inc., Fort Worth, Texas, in the Amount of \$75,000 for Professional Services in Connection With Preparation of a Flood Depth Analysis and Hazard-Specific Supplement to the City’s Emergency Plan.**

BACKGROUND

A request for qualifications (RFQ) was created and posted on Bidsync.com November 2, 2017. The process of selecting an engineer is stated in the Texas Government Code Chapter 2254, *Professional and Consulting Services*. Engineers are to be selected on the basis of demonstrated competence and qualifications to perform the service.

ANALYSIS

Qualification statements were due November 27, 2017 and four were received. An evaluation team was created to review, analyze, and score the statements in accordance with weighted factors that were listed in the RFQ. The evaluation team included Tom Quinn, Emergency Administration Manager, Matt LaMunion, Emergency Management Specialist, David Salmon, City Engineer, Jeff Kelly, Asst. City Engineer, and Todd White, Purchasing Manager. The qualification statements were evaluated using the following criteria:

Experience Providing Like Service	35%
Experience of Assigned Staff	35%
Experience in Designing Training Seminars And/or Table-Top Exercises for Training Purposes	30%

At the conclusion of the evaluation, Halff Associates, Inc. was selected on the basis of receiving the highest score.

RECOMMENDATION

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

CITY OF LEWISVILLE
PURCHASING DIVISION

EVALUATION MATRIX
RFQ 17-57-1
QUALIFICATIONS FOR ENGINEERING SERVICES - FLOOD MODELING

EVALUATION CRITERIA	POINTS	FREESE AND NICHOLS FORT WORTH, TEXAS				HALFF ASSOCIATES FORT WORTH, TEXAS				WALTER P MOORE DALLAS, TEXAS			PAPE-DAWSON ENGINEERS PLANO, TEXAS				
					AVERAGE				AVERAGE				AVERAGE				AVERAGE
EXPERIENCE PROVIDING LIKE SERVICES	35	35	35	35	35	30	35	34	33	17	30	33	27	29	15	34	26
EXPERIENCE OF ASSIGNED STAFF	35	35	35	31	34	35	35	34	35	27	25	31	28	27	20	28	25
EXPERIENCE WITH DESIGNING TRAINING SEMINARS AND/OR TABLE TOP EXERCISES FOR TRAINING PURPOSES	30	25	25	27	26	30	30	30	30	25	20	24	23	20	15	20	18
					95				98				78				69

PROFESSIONAL SERVICES AGREEMENT
for
Engineering Services for Flood Modeling

The City of Lewisville, Texas, hereinafter called City, hereby engages Halff Associates, Inc., hereinafter called Consultant, to perform professional services in connection with Phase #2 of a project currently underway that has been funded by the Homeland Security Grant Program's (HSGP) Urban Area Security Initiative (UASI) grant. As part of the City's Threat Hazard Identification Risk and Assessment (THIRA) the project will include the preparation of flood depth analysis and hazard-specific supplement to the City's emergency management plan, hereinafter called Project.

I. PROJECT. The Project is described as follows:

The project will include modeling and depth analysis related to Lakes Lewisville and Grapevine dams (failure and non-failure) scenarios and the impacts to Cities of Lewisville and Carrollton. The project will include drafting hazard specific supplements for the Cities of Lewisville and Carrollton based on these types of flood hazard. Halff associates will support the Cities by providing training and education outreach meeting and exercise (tabletop and stakeholders).

II. SCOPE OF SERVICES:

The Consultant will perform the following:

- A. Project Management
- B. Modeling and Depth Analysis for Lewisville and Grapevine Lake
- C. Coordinating with USACE existing Emergency Action Plan (EAP)
- D. Table-top Exercise and Stakeholders Meetings
- E. Develop Hazard Specific Supplement for the City's emergency management plan.

A more detailed description of services is contained in Attachment "B", which is hereby included in this Professional Services Agreement by reference.

III. COMPENSATION.

The Consultant agrees to perform the services described herein for the amounts stated; and, the City agrees to make payments in the amounts stated. The total fee for all described services shall not exceed \$ 75,000.00. A breakdown of fees for various services is included in Attachment "C", which is hereby included in this Professional Services Agreement by Reference.

Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request

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

- IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING**

NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.

- XIV. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
- XV. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
- XVI. SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
- XVII. DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City

Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

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

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

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

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

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

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

By: _____
Donna Barron, City Manager

Date: _____

Attest: _____
Julie Worster

By: Bj Felt

Date: 3/12/18

Attest: Dwan Douglas

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

Attachment A

INSURANCE REQUIREMENTS **ENGINEERING/ARCHITECTURE PROJECTS**

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

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

NOTE: The aggregate loss limit applies to each project.

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

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

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

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

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

08/01/2017

ATTACHMENT “B” SERVICES

Engineering Services for Flood Modeling

This Attachment “B” further defines the services to be performed by Halff Associates, Inc. in conjunction with Phase #2 of a project currently underway that has been funded by the Homeland Security Grant Program’s (HSGP) Urban Area Security Initiative (UASI) grant. As part of the City’s Threat Hazard Identification Risk and Assessment (THIRA) the project will include the preparation of flood depth analysis and hazard specific supplement to the City’s emergency management plan, hereinafter called Project. The Project will include modeling and depth analysis related to Lakes Lewisville and Grapevine dam (failure and non-failure) scenarios and the impacts to Cities of Lewisville and Carrollton. The Project will include drafting hazard specific supplements for the Cities of Lewisville and Carrollton based on these types of flood hazard. Halff associates will support the Cities by providing training and education outreach meetings and exercises (tabletop and stakeholders). Our services include the following:

Design Assumptions – Certain assumptions were employed in developing the scope and fee for this proposal.

- A. U.S. Army Corps of Engineers(USACE)** – This scope assumes the USACE will authorize the City to distribute spatial information locating the potential dam breach inundation for Lakes Lewisville and Grapevine. This scope assumes the depth analysis mapping for a maximum of two breach scenarios each for Lakes Lewisville and Grapevine. Development of dam breach inundation based on hydraulic modeling of outflow dam breach hydrographs shall be considered an additional service.
- B. Hydraulic Modeling** – Halff Associates, Inc. will be utilizing previously developed and existing riverine hydraulic models. This scope of service excludes updating model geometry with new elevation data sets. Modification of existing models to include additional structure(s), bridge(s), levees shall be considered additional services. Field Survey in support of model development shall be consider additional services, including but not limited to ground truthing LiDAR data, bridge/culvert, hydraulic cross sections or structure finish floor elevation.
- C. Inundation Mapping** – All depth analysis mapping will utilize 2017 LiDAR elevation data, acquired during Phase #1 of the City’s THIRA project. City shall furnish complete classified las LiDAR data and corresponding metadata.
- D. Additional data** – City shall furnish complete typical data sets required for specific subsection of the hazard specific supplement as requested including but not limited to personnel information, stakeholders, critical facilities, pertinent residential and commercial information, etc.

E. Emergency Management Plan – City shall furnish example formatting of the existing emergency management plan and supporting documents.

I. Work Plan:

A. Project Management – Halff Associates, Inc. shall submit progress reports with invoices. Progress reports will include summary of work to date, anticipated work, project issues to be resolved, and schedule update.

Scope of work includes up to four coordination meeting between Halff and the Cities of Lewisville and Carrollton.

B. Modeling and Depth Analysis, Lakes Lewisville and Grapevine

a. Non-failure Scenarios

i. Inundation Map for Riverine, approximately matching USACE Reservoir Control - Scope item includes the development of riverine depth grid analysis along the reaches of Elm Fork Trinity River and Denton Creek within the study limits. Study limits extend from the downstream face of dams through the City limits of Lewisville and Carrollton. Halff Associates, Inc. will coordinate with the USACE and make a determination regarding the appropriate discharge mapping interval. Halff will complete the riverine depth grid analysis for a maximum of four (4) discharges along each study reach. Deliverables to the city shall include GIS georeferenced raster data set, minimum 4-foot cell size and metadata.

In support of the Cities Hazard Specific Supplement Halff Associates, Inc. will develop depth grid maps along the study reaches. Depth grid maps will be produced at a working map scale to provide sufficient detail.

ii. Inundation Map, Lake Lewisville - Scope item includes the development of level pool depth grid analysis for Lake Lewisville within the City limits. Halff Associates, Inc. will coordinate with the USACE and make a determination regarding the appropriate discharge mapping interval. Halff will complete the level pool depth grid analysis on 2-foot interval up to the top of dam. Deliverables to the city shall include GIS georeferenced raster data set, minimum 4-foot cell size and metadata.

In support of the Cities Hazard Specific Supplement Halff Associates, Inc. will develop depth grid maps within the City Limits. Depth grid maps will be produced at a working map scale to provide sufficient detail.

b. Failure Scenarios

- i. **Design Flood** – Scope item includes the development of depth grid analysis for the identified design flood breach inundation area within the study limits. Deliverables to the city shall include GIS georeferenced raster data set, minimum 4-foot cell size and metadata. As stated project assumptions, the failure depth grid analysis will be based on the USACE developed dam inundation limits.

In support of the Cities Hazard Specific Supplement Halff Associates, Inc. will develop depth grid maps of the design flood failure scenario within the study limits. Depth grid maps will be produce at a working map scale to provide sufficient detail.

- ii. **Sunny Day** – Scope item includes the development of depth grid analysis for the identified sunny day breach inundation area within the study limits. Deliverables to the city shall include GIS georeferenced raster data set, minimum 4-foot cell size and metadata. As stated project assumptions, the failure depth grid analysis will be based on the USACE developed dam inundation limits.

In support of the Cities Hazard Specific Supplement Halff Associates, Inc. will develop depth grid maps of the sunny day failure scenario within the study limits. Depth grid maps will be produce at a working map scale to provide sufficient detail.

C. Emergency Action Plan

- a. **Coordination with USACE** – Halff Associates, Inc. shall coordinate with USACE in support of the development of the hazard specific supplement.
- b. **Existing Emergency Action Plans** – Halff Associates, Inc. shall coordinate with the City to obtain Emergency Action Plans for non-federal facilities within the City emergency response area. An executive summary for the obtained action plan will be developed and included in the hazard specific supplement. Halff, as an additional service, can analysis and develop depth inundation mapping for any identified additional dam breach area at the request of the City.

D. Table-top Exercise and Stakeholders Meeting

- a. **Table-top Exercises** – Halff Associates, Inc. will facilitate one table-top training exercise, maximum 8 hours. City shall be responsible for scheduling attendees and providing a meeting facility. It is anticipated

that the workshop will be open to emergency responders and applicable local government representatives. Halff will lead the training and provide meeting minutes summarizing the proceeding and any comments to the Hazard Specific Draft Supplement.

- b. Stakeholders Meeting – Halff Associates, Inc. will facilitate one stakeholders meeting, maximum 4 hours. City shall be responsible for scheduling attendees and providing a meeting facility. It is anticipated that the workshop will be open to local and federal government representatives such as National Weather Service, USACE, and others as identified by the City.
- c. Public Meetings – Halff Associates is not planning to conduct any public meetings under this contract. This can be considered as an additional service but is not anticipated as part of this Project.

E. Hazard Specific Supplement (HSS) Draft– Under this task Halff Associates will be developing a hazard specific supplement draft for the Cities of Lewisville and Carrollton as part of their emergency management plans. In general, the supplement will include the following information:

- a. Plan Approval and Distribution List
- b. Executive Summary of Emergency Action Plans
- c. Notification Tables
- d. General Responsibilities
- e. Preparedness
- f. Emergency Evacuation Routes
- g. Critical Facilities
- h. Levees
- i. Annual Plan Maintenance
- j. Annual Plan Training
- k. Inundation Mapping and Depth Analysis

HSS Appendices shall be developed documenting technical support data. Technical support data summaries will include source data presented in the HSS. In the event of requested information being unavailable or incomplete, Halff may use alternative methodology of approximating the data, such as population.

The plan will be presented in a bound report (5 copies). Reviews by City staff will be conducted in parallel with production of the plan as major sections are completed. An electronic version of the HSS(s) will be prepared and also submitted.

Half Associates, Inc. will incorporate City comments on the HSS developed during table-top exercise.

Final deliverables to the City shall include .pdf and Microsoft Word version of the HSS to facilitate the annual document update by the City. Appendices to the HSS will only be provided in digital .pdf format.

II. Services Not Included

A. Miscellaneous. Engineering Services, not included in the scope of work, include those services that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

A. ADDITIONAL Engineering services in connection with the PROJECT, including services which are to be furnished by the CITY and services not otherwise provided for in this Agreement will be at the following rates:

Staff Member and Resident Project Representative - Salary Cost Times Multiplier of **2.3**.

B. Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee.

ATTACHMENT "C" COMPENSATION

Engineering Services for Flood Modeling

This Attachment "C" further defines the basis of compensation to the Consultant for the services rendered.

- I. Basic Fee Services** - The basic fee for the services as described in Attachment "B" will be **\$ 75,000.00** which includes printing, direct costs and computer charges normally associated with production of these services and reproduction.

Items (A) through (E) will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items.

- III. Miscellaneous Services** – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

The total maximum fee for all services is **\$ 75,000.00**.

ATTACHMENT “D” TIME OF COMPLETION

Engineering Services for Flood Modeling

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.

- I. Commencement of Work** – The City agrees to issue written authorization to proceed as soon as practical after approval by the Lewisville City Council. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.

- II. Time Line** – The following items of work shall be completed within the time line indicated.
 1. Completion/furnishing draft Hazard Specific Supplement: 180 calendar days from date of written authorization excluding City review time.

 2. Completion/furnishing final Hazard Specific Supplement: 45 calendar days from conclusion of table-top exercises, stakeholders meeting and receipt of Cities comments.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: James Kunke, Community Relations & Tourism Director

DATE: March 19, 2018

SUBJECT: **Approval of a Resolution Amending the City's Legislative Agenda to Express Support for the Texas Bullet Train High-Speed Rail Project, and Authorizing the Mayor and City Manager to Communicate the City's Adopted Position, as Requested by Mayor Durham.**

BACKGROUND

City Council adopted its Legislative Priorities and Agenda in January 2017, establishing the City's official position on dozens of items that have been or will be considered by legislative bodies and administrative agencies in state and federal government. This package was adopted by resolution and granted specific authority to the Mayor, City Manager, or other designated representatives to pursue and promote the City's legislative priorities.

While the Mayor does serve as a representative of the city and City Council, past practice has been to seek Council approval if the Mayor wants to declare a public stance on behalf of the city on a legislative topic not addressed in the Legislative Priorities and Agenda.

Dallas Regional Mobility Council has asked local mayors to provide statements of support for the Texas Bullet Train, a privately funded high-speed rail project that would connect Dallas and Houston. This topic is not addressed in the Legislative Priorities and Agenda.

ANALYSIS

While the Texas Bullet Train project will not physically touch Lewisville, it is reasonable to believe that some Lewisville residents would use the high-speed rail connection to Houston if it were available. As part of an integrated multi-modal regional and statewide transportation system, the Texas Bullet Train would be expected to have an economic impact on Lewisville.

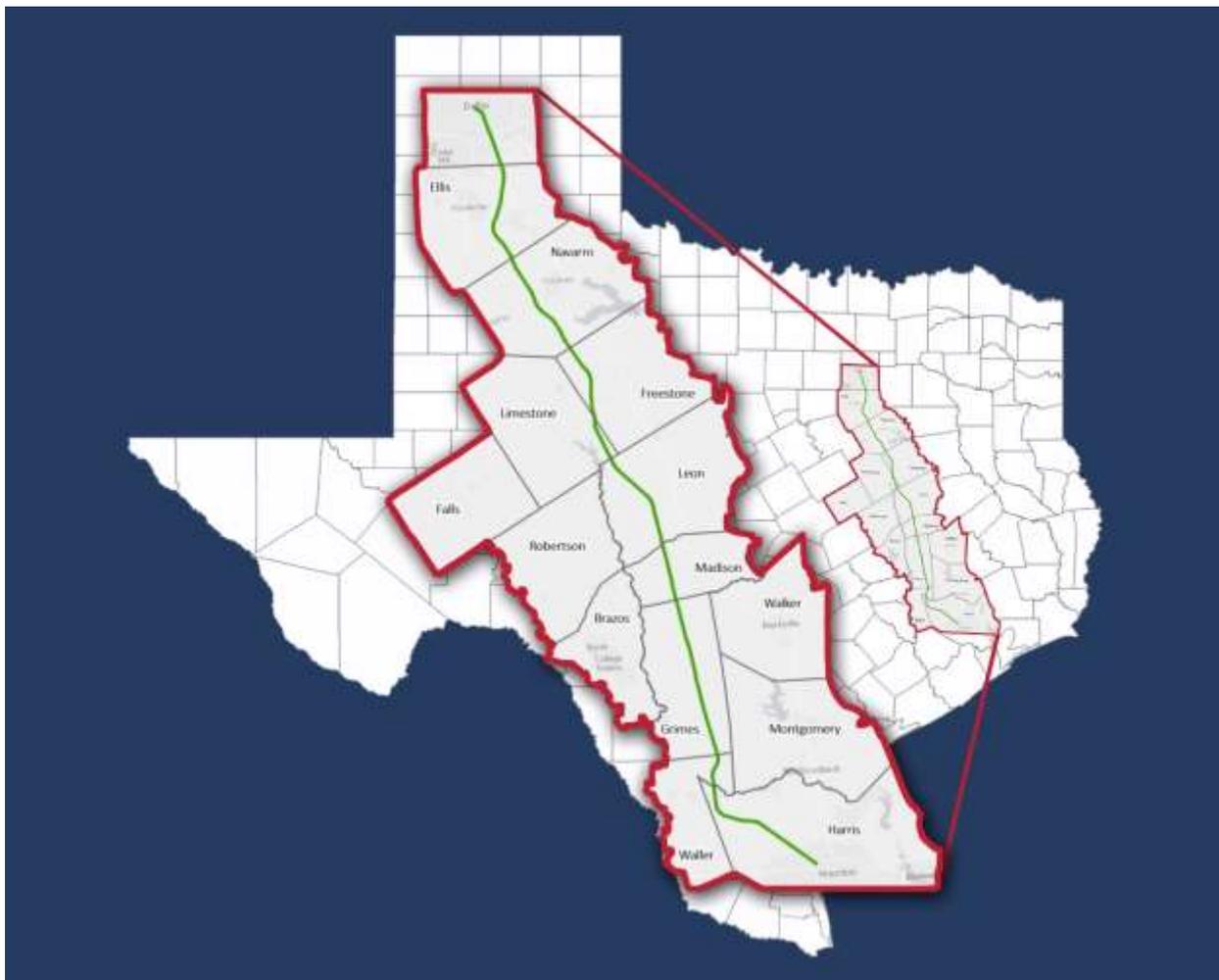
According to information provided by Dallas Regional Mobility Council, the Texas Bullet Train will be an economic driver for the region, the state, and the country. It plants the seed of a new industry in Texas and the United States, and this initial project is estimated to generate a \$36 billion economic impact during the next 25 years.

The project is expected to cost \$15 billion to build, and will be privately funded. It is estimated that about 50,000 people travel between Dallas and Houston more than once a week. The

approximately 240-mile high-speed rail line will offer a total travel time of less than 90 minutes, with departures every 30 minutes during peak periods and every hour during off-peak periods.

According to the DRMC, recent release of the Draft Environmental Impact Statement (DEIS) confirms the economic benefits with detailed data and projections. Below are some of the important data points from the 5,600-page report.

- **The route is right** – The preferred route, known as the Utility Corridor, was chosen by the Federal Railroad Administration because of its minimal environmental and community impacts.



- **Creates jobs for Texans** – More than 10,000 direct jobs per year will be created during construction and more than 1,500 jobs will be permanent when operational -- at least 25 percent of permanent jobs will be in rural counties along the route.
- **Brings the safest mass transportation technology in the world to Texas** – Shinkansen trains boast a 53-year history with zero crashes or fatalities while in operation. Tracks will be built above or below all roads, so there will be no at-grade crossings, removing the risk of intersecting with vehicles and allowing for free movement of wildlife, pedestrians, and cars.
- **Cleaner, greener technology** – An electric alternative to flying and driving, the Texas Bullet Train will operate in an area where four of the counties served have air quality non-attainment status. It also will lead to net reductions in volatile organic compounds, nitrous oxides and greenhouse gas emissions.
- **Increases county tax rolls in all impacted counties** – Estimates in the DEIS show the project generating a net-positive tax impact in counties along the route of between \$6.5 and \$7 billion by 2040.

If City Council approves this resolution, support for the Texas Bullet Train will become part of the current Legislative Priorities and Agenda, and will be included in the 2019-20 document when drafted.

RECOMMENDATION

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING THE CITY'S LEGISLATIVE AGENDA TO INCLUDE SUPPORT FOR THE TEXAS CENTRAL HIGH-SPEED TRAIN PROJECT, AUTHORIZING THE MAYOR, CITY MANAGER AND THE CITY MANAGER'S DESIGNEE TO REPRESENT AND COMMUNICATE THE CITY'S POSITION, AND AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN ALL LETTERS, PETITIONS, AND/OR OTHER DOCUMENTS ON BEHALF OF THE CITY TO PROMOTE THE CITY'S POSITION.

WHEREAS, a strong transportation system is fundamental to the City of Lewisville's quality of life and economic vitality, continuing the attraction of new businesses and generating new jobs; and

WHEREAS, the North Texas to Houston high-speed rail project will be privately developed and will not take public money for its operations; and

WHEREAS, strong economic growth and increased populations are projected in Texas during the next 30 years and much of the new population will reside within the North Texas and Houston regions; and

WHEREAS, traffic congestion in North Texas and Houston is expected to double by the year 2035; and

WHEREAS, the existing plus committed infrastructure for highway modes will be inadequate to address the increased interaction between Texas cities as a result of this growth; and

WHEREAS, the implementation of high speed passenger rail services provides an efficient, safe and cost-efficient mode of transportation, shifting a significant volume off existing and committed highways; and

RESOLUTION NO. _____

WHEREAS, the proposed train project by Texas Central will connect North Texas and Houston in under 90 minutes at speeds in excess of 200 miles per hour; and

WHEREAS, the railway will be grade separated, thereby ensuring there are no intersections with roadways or rail tracks; and

WHEREAS, the project provides an alternative to additional taxpayer-funded construction and reduces carbon emissions; and

WHEREAS, the project is projected to generate a direct impact of \$36 billion to the Texas economy over the next 25 years; and

WHEREAS, taxing entities along the proposed route will receive an estimated \$2.5 billion in property taxes over 25 years from Texas Central; and

WHEREAS, the project is estimated to create 10,000 full -time construction jobs each year during the anticipated four-year construction period, and 1,000 full-time jobs after the system goes into revenue service; and

WHEREAS, the project will be good for the City of Lewisville and its residents, its businesses, the region and the state; and

WHEREAS, the City Council finds that adding support for the Texas Bullet Train to its legislative priorities is in the best interest of the City and its citizens; and

WHEREAS, the City Council is of the further opinion that the Mayor, the City Manager and/or the City Manager's designee should be authorized and directed to take action with regard to its legislative priorities as outlined below.

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

RESOLUTION NO. _____

SECTION 1. The City Council supports the proposed Texas Central High-Speed Train Project, adds this support to its legislative priorities and agenda, and encourages the Texas legislature and broader community to support the project.

SECTION 2. The Mayor, the City Manager, and/or the City Manager’s designee are authorized to communicate the City’s support of the Texas Central High-Speed Train Project to the members of the Texas legislature, in general, and/or to the appropriate legislative committees, committee members, and other persons or groups.

SECTION 3. The Mayor and the City Manager are specifically authorized to sign any and all letters, petitions, and/or other documents on behalf of the City in order to promote the City’s support of the Texas Central High-Speed Train Project.

SECTION 4. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 19TH DAY OF MARCH, 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: Nika Reinecke, Director of Economic Development

DATE: March 12, 2018

SUBJECT: **Approval of a Third Amendment to the Economic Development Agreement, Approved on May 19, 2016, Between Hard Sun 100, LLC and the City of Lewisville, and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

On May 19, 2016, the City and Hard Sun 100, LLC entered into an Economic Development agreement for the development of a restaurant at 119 East Main Street (Lewisville Feed Mill). The project involves the renovation of the current building to include façade improvements, parking and installation of both sewer taps and a grease trap. The agreement calls for the company to invest over \$1,114,800 in renovations and improvements.

ANALYSIS

The original agreement called for the project to complete by December of 2017 to be eligible for the economic development grant. The City will reimburse Hard Sun 100, LLC for certain actual expenses not to exceed \$254,000. The agreement was amended in December of 2017 to provide for an extension for the completion of the project to March 30, 2018. The owner is very close to completion and believes that a certificate of occupancy may be obtained in April, however, the request is to extend the date of substantial completion to May 30, 2018.

RECOMMENDATION:

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

**THIRD AMENDMENT
TO
ECONOMIC DEVELOPMENT AGREEMENT**

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

WITNESSETH

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

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

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

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

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

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

WHEREAS, the Parties amended the Agreement on June 5, 2017 ("First Amendment") and on December 4, 2017 ("Second Amendment") and desire to again amend the Agreement as provided herein.

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

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

SECTION 2. Amendments to Agreement.

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

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

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

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

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

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

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

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

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

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

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

DATED this the ____ day of _____, 2018.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

ATTEST:

Julie Worster, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

HARD SUN 100, LLC

By:



NAME



TITLE

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Eric Ferris, Deputy City Manager

DATE: February 27, 2018

SUBJECT: **Consideration of an Ordinance Approving a Tariff Authorizing an Annual Rate Review Mechanism (“RRM”) as a Substitution for the Annual Interim Rate Adjustment Process Defined by Section 104.301 of the Texas Utilities Code, and as Negotiated Between Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”) and the Steering Committee of Cities Served by Atmos; Requiring the Company to Reimburse Cities’ Reasonable Ratemaking Expenses; Adopting a Savings Clause; Determining That This Ordinance Was Passed in Accordance With the Requirements of the Open Meetings Act; Declaring an Effective Date; and Requiring Delivery of this Ordinance to the Company and Legal Counsel for the Steering Committee.**

BACKGROUND

The City, along with 171 other Mid-Texas Cities Served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Steering Committee of Cities Served by Atmos (“Cities”). In 2007, the Cities and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The Ordinance that resolved the Company’s application under the RRM Tariff in 2017 also terminated the existing RRM Tariff and required a renegotiation of the terms of that tariff. Negotiations have taken place over the past several months, and have resulted in a revised RRM Tariff that has been agreed to by the Company. The Cities’ Executive Committee has recommended acceptance of the revised RRM Tariff, which is attached to the Ordinance.

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission’s review of annual GRIP filings or recover their rate case expenses. The Railroad Commission undertakes a

mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In the Steering Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

ANALYSIS

The RRM Tariff on which the 2017 rates were based allowed a rate of return on equity of 10.50%. The revised RRM Tariff reduces that to 9.8%. The revised RRM Tariff also captures the reduction in federal income tax rates from 35% to 21%, and should result in a rate reduction effective by mid-March, 2018. Prior RRM tariffs allowed Cities only three months to review the Company's filing. The new revised Tariff expands that time period by two months. New applications by the Company should be made on or about April 1 of each year, with new rates effective October 1. A rate order from the Railroad Commission in an Atmos Texas Pipeline rate case adopted the position of Cities with regard to incentive compensation related to Atmos' Shared Services Unit that reduced allowed expenses, and that reduced level of expenses will be applicable under the new RRM Tariff.

Explanation of "Be It Ordained" Paragraphs:

1. This section approves all findings in the Ordinance.
2. This section adopts the attached RRM Tariff and finds the adoption of the Tariff to be just, reasonable, and in the public interest. The prior tariff expired by its own terms.
3. This section requires the Company to reimburse the City for expenses associated with adoption of the Ordinance and RRM Tariff and in processing future applications pursuant to the Ordinance.
4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
6. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.

Subject: RRM Tariff
March 5, 2018
Page 3

7. This section provides for an effective date upon passage.
8. This section directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

RECOMMENDATION

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM (“RRM”) AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX” OR “COMPANY”) AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, the City of Lewisville, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City and similarly-situated Mid-Tex municipalities created the Steering Committee of Cities Served by Atmos to efficiently address all rate and service matters associated with delivery of natural gas; and

WHEREAS, the Steering Committee formed an Executive Committee to direct legal counsel and to recommend certain specific actions to all aligned Mid-Tex Cities through resolution or ordinance; and

WHEREAS, pursuant to the terms of a November 2007 agreement between the Steering Committee and Atmos Mid-Tex that settled the Company’s interim rate filing under Section 104.301 of the Texas Utilities Code (a “GRIP” rate case), the Steering Committee and the Company collaboratively developed a Rate Review Mechanism (“RRM”) Tariff, ultimately

authorized by the City in 2008, that allows for an expedited rate review process as a substitute for the GRIP process; and

WHEREAS, the City has kept some form of a RRM Tariff in place until 2017 when it adopted an ordinance approving an RRM Tariff filing settlement and specifically calling for termination of the existing RRM Tariff and negotiation of a replacement RRM Tariff following the Railroad Commission's decision in a then-pending Atmos Texas Pipeline case (GUD No. 10580); and

WHEREAS, the Steering Committee's Executive Committee has recently approved a settlement with the Company on the attached RRM Tariff that contains certain notable improvements, from a consumer perspective, over the prior RRM Tariff, including a reduced rate of return on equity, acceptance of certain expense adjustments made by the Railroad Commission in the Order in GUD No. 10580, and the addition of two months to the time for processing a RRM Tariff application; and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM Tariff applications; and

WHEREAS, the Steering Committee's Executive Committee recommends that all Steering Committee member cities adopt this ordinance and the attached RRM Tariff; and

WHEREAS, the attached RRM Tariff is just, reasonable and in the public interest,

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the attached RRM Tariff re-establishing a form of Rate Review Mechanism is just and reasonable and in the public interest, and is hereby adopted.

Section 3. That Atmos Mid-Tex shall reimburse the Cities' reasonable expenses associated with adoption of this Ordinance and the attached RRM Tariff and in processing future RRM Tariff applications filed pursuant to the attached tariff.

Section 4. That to the extent any resolution or ordinance previously adopted by the City is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance , and the remaining provisions of this Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That this Ordinance shall become effective from and after its passage.

Section 8. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to Mid-Tex Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19TH DAY OF MARCH, 2018.

APPROVED:

Rudy Durham, MAYOR

ORDINANCE NO. _____

Page 4

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 1

I. Applicability

Applicable to Residential, Commercial, Industrial, and Transportation tariff customers within the city limits of cities identified in Exhibit A that receive service from the Mid-Tex Division of Atmos Energy Corporation (“Company”). This Rate Review Mechanism (“RRM”) provides for an annual adjustment to the Company’s Rate Schedules R, C, I and T (“Applicable Rate Schedules”). Rate calculations and adjustments required by this tariff shall be determined on a System-Wide cost basis.

II. Definitions

“Test Period” is defined as the twelve months ending December 31 of each preceding calendar year.

The “Effective Date” is the date that adjustments required by this tariff are applied to customer bills. The annual Effective Date is October 1.

Unless otherwise provided in this tariff the term Final Order refers to the final order issued by the Railroad Commission of Texas in GUD No. 10170 and elements of GUD No. 10580 as specified in Section III below.

The term “System-Wide” means all incorporated and unincorporated areas served by the Company.

“Review Period” is defined as the period from the Filing Date until the Effective Date.

The “Filing Date” is as early as practicable, but no later than April 1 of each year.

III. Calculation

The RRM shall calculate an annual, System-Wide cost of service (“COS”) that will be used to adjust applicable rate schedules prospectively as of the Effective Date. The Company may request recovery of its total cost of service but will include schedules showing the computation of any adjustments. The annual cost of service will be calculated according to the following formula:

$$\text{COS} = \text{OM} + \text{DEP} + \text{RI} + \text{TAX} + \text{CD}$$

Where:

OM = all reasonable and necessary operation and maintenance expenses from the Test Period adjusted for known and measurable items and prepared

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 2

consistent with the rate making treatments approved in the Final Order. Incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) related to Atmos' Shared Services Unit will be applied consistent with treatment approved in GUD 10580. Additionally, O&M adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Known and measurable adjustments shall be limited to those changes that have occurred prior to the Filing Date. OM may be adjusted for atypical and non-recurring items. Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order in GUD 10580.

DEP = depreciation expense calculated at depreciation rates approved by the Final Order. Additionally, if depreciation rates are approved in a subsequent final order, not subject to appeal, issued by the Railroad Commission of Texas for the Mid-Tex division those rates would be applicable for subsequent RRM filings.

RI = return on prudently incurred investment calculated as the Company's pretax return multiplied by rate base at Test Period end. Rate base is prepared consistent with the rate making treatments approved in the Final Order, and as in GUD 10580 as specifically related to capitalized incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) for Atmos' Shared Services Unit. However, no post Test Period adjustments will be permitted. Additionally, adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Pretax return is the Company's weighted average cost of capital before income taxes. The Company's weighted average cost of capital is calculated using the methodology from the Final Order including the Company's actual capital structure and long term cost of debt as of the Test Period end (adjusted for any known and measurable changes that have occurred prior to the filing date) and the return on equity of 9.8%. However, in no event will the percentage of equity exceed 58%. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained. Cash working capital will be calculated using the lead/lag days approved in the Final Order. With respect to pension and other postemployment benefits, the Company will record a regulatory asset or liability for these costs until the amounts are included in the next annual rate adjustment implemented under this tariff. Each year, the Company's filing under this Rider RRM will clearly state the level of pension

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
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EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 3

and other postemployment benefits recovered in rates.

TAX = income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date, and prepared consistent with the rate making treatments approved in the Final Order. Atmos Energy shall comprehensively account for, including establishing a regulatory liability to account for, any statutory change in tax expense that is applicable to months during the Test Period in the calculation to ensure recovery of tax expense under new and old income tax rates.

CD = interest on customer deposits.

IV. Annual Rate Adjustment

The Company shall provide schedules and work papers supporting the Filing's revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the effective period. The Revenue Requirement will be apportioned to customer classes in the same manner that Company's Revenue Requirement was apportioned in the Final Order. For the Residential Class, 50% of the increase may be recovered in the customer charge. However, the increase to the Residential customer charge shall not exceed \$0.60 per month in the initial filing and \$0.70 per month in any subsequent year. The remainder of the Residential Class increase not collected in the customer charge will be recovered in the usage charge. For all other classes, the change in rates will be apportioned between the customer charge and the usage charge, consistent with the Final Order. Test Period billing determinants shall be adjusted and normalized according to the methodology utilized in the Final Order.

V. Filing

The Company shall file schedules annually with the regulatory authority having original jurisdiction over the Company's rates on or before the Filing Date that support the proposed rate adjustments. The schedules shall be in the same general format as the cost of service model and relied-upon files upon which the Final Order was based. A proof of rates and a copy of current and proposed tariffs shall also be included with the filing. The filing shall be made in electronic form where practical. The Company's filing shall conform to Minimum Filing Requirements (to be agreed upon by the parties), which will contain a minimum amount of information that will assist the regulatory authority in its review and analysis of the filing. The Company and regulatory authority will endeavor to hold a technical conference regarding the filing within twenty (20) calendar days after the Filing Date.

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

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A sworn statement shall be filed by an Officer of the Company affirming that the filed schedules are in compliance with the provisions of this Rate Review Mechanism and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies, allocation of common costs, or atypical or non-recurring items included in the filing.

VI. Evaluation Procedures

The regulatory authority having original jurisdiction over the Company's rates shall review and render a decision on the Company's proposed rate adjustment prior to the Effective Date. The Company shall provide all supplemental information requested to ensure an opportunity for adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within seven (7) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the proposed rate adjustment into compliance with the provisions of this tariff.

The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall constitute a finding that such net plant investment was prudently incurred. Such finding of prudence shall not be subject to further review in a subsequent RRM or Statement of Intent filing.

During the Review Period, the Company and the regulatory authority will work collaboratively and seek agreement on the level of rate adjustments. If, at the end of the Review Period, the Company and the regulatory authority have not reached agreement, the regulatory authority shall take action to modify or deny the proposed rate adjustments. The Company shall have the right to appeal the regulatory authority's action to the Railroad Commission of Texas. Upon the filing of an appeal of the regulatory authority's order relating to an annual RRM filing with the Railroad Commission of Texas, the regulatory authority having original jurisdiction over the Company's rates shall not oppose the implementation of the Company's proposed rates subject to refund, nor will the regulatory authority advocate for the imposition of a third party surety bond by the Company. Any refund shall be limited to and determined based on the resolution of the disputed adjustment(s) in a final, non-appealable order issued in the appeal filed by the Company at the Railroad Commission of Texas.

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
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In the event that the regulatory authority and Company agree to a rate adjustment(s) that is different from the adjustment(s) requested in the Company's filing, the Company shall file compliance tariffs consistent with the agreement. No action on the part of the regulatory authority shall be required to allow the rate adjustment(s) to become effective on October 1. To the extent that the regulatory authority does not take action on the Company's RRM filing by September 30, the rates proposed in the Company's filing shall be deemed approved effective October 1. Notwithstanding the preceding sentence, a regulatory authority may choose to take affirmative action to approve a rate adjustment under this tariff. In those instances where such approval cannot reasonably occur by September 30, the rates finally approved by the regulatory authority shall be deemed effective as of October 1.

To defray the cost, if any, of regulatory authorities conducting a review of the Company's annual RRM filing, the Company shall reimburse the regulatory authorities on a monthly basis for their reasonable expenses incurred upon submission of invoices for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made. A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company no later than December 1 of the year in which the RRM filing is made and the Company shall reimburse regulatory authorities in accordance with this provision on or before December 31 of the year the RRM filing is made.

To the extent possible, the provisions of the Final Order shall be applied by the regulatory authority in determining whether to approve or disapprove of Company's proposed rate adjustment.

This Rider RRM does not limit the legal rights and duties of a regulatory authority. Nothing herein shall abrogate the jurisdiction of the regulatory authority to initiate a rate proceeding at any time to review whether rates charged are just and reasonable. Similarly, the Company retains its right to utilize the provisions of Texas Utilities Code, Chapter 104, Subchapter C to request a change in rates. The provisions of this Rider RRM are implemented in harmony with the Gas Utility Regulatory Act (Texas Utilities Code, Chapters 101-105).

The annual rate adjustment process set forth in this tariff shall remain in effect during the pendency of any Statement of Intent rate filing.

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
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EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 6

VII. Reconsideration, Appeal and Unresolved Items

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

VIII. Notice

Notice of each annual RRM filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;
- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;
- c) the service area or areas in which the proposed rates would apply;
- d) the date the annual RRM filing was made with the regulatory authority; and
- e) the Company's address, telephone number and website where information concerning the proposed rate adjustment can be obtained.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon, P.E., City Engineer

VIA: Eric Ferris, Deputy City Manager

DATE: March 13, 2018

SUBJECT: **Consideration of a Request for a Variance to the Lewisville City Code, Section 9.5-101(b) Underground Utilities, Related to South Village Mixed Use Building Located at 251 S. Mill Street as Requested by Texas New Mexico Power Company.**

BACKGROUND

Texas New Mexico Power Company (TNMP) has applied for a permit to install a new power pole to provide electric service to the new building at 251 S. Mill Street. Staff denied the permit for the new power pole installation citing Chapter 9.5 Section 101 of the Old Town Development Ordinance, which requires all new utility lines of 60 kilovolts and below to be located underground. Texas New Mexico Power is requesting a variance to install overhead electric lines at the southeast corner of the subject property.

ANALYSIS

- a. To allow a new electric utility line to be placed overhead.

Section 9.5-101(b) Underground Utilities

This section of the Old Town Development Ordinance requires all new utility lines of 60 kilovolts and below shall be placed underground. TNMP is proposing to set a new pole, pole mounted transformer and install 90 feet of overhead electric lines at the southeast corner of the subject property to provide electric service to the subject property. The hardship for TNMP is the difficulty installing and maintaining the electric service under the existing drainage inlet and the existing 7-foot x 5-foot storm sewer box culvert. The electric meters serving the subject property will be served by underground wiring from the new proposed power pole location.

To offset the proposed pole, pole mounted transformer and 90 feet of overhead electric lines TNMP is proposing to remove two existing overhead electric lines crossing Mill Street. The two existing overhead lines that are proposed to be removed provide electric service to 275 S. Mill Street (Ken Owens Battery), 277 S. Mill Street (Farmers Insurance) and 301 S. Mill Street (Old Town Market). The variance will be contingent on TNMP obtaining an electric easement from the Old Town Market to install a new underground electric line to serve the Old Town Market, Farmers Insurance and Ken Owens Battery from the rear of the properties. In summary, TNMP is proposing 90 feet of overhead at the rear of the property mostly hidden from street view and removing two very visible lines crossing Mill Street.

Subject: Variance – TNMP South Village Mixed Use Building

March 13, 2018

Page 2

RECOMMENDATION

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



815 Office Park Circle
Lewisville, TX 75057
Office: 972 353 5005
Fax: 972 353 5052

Mr. Jeff Kelly
City of Lewisville
151 W. Church Street
Lewisville, TX

RE: Variance Request – South Village Addition

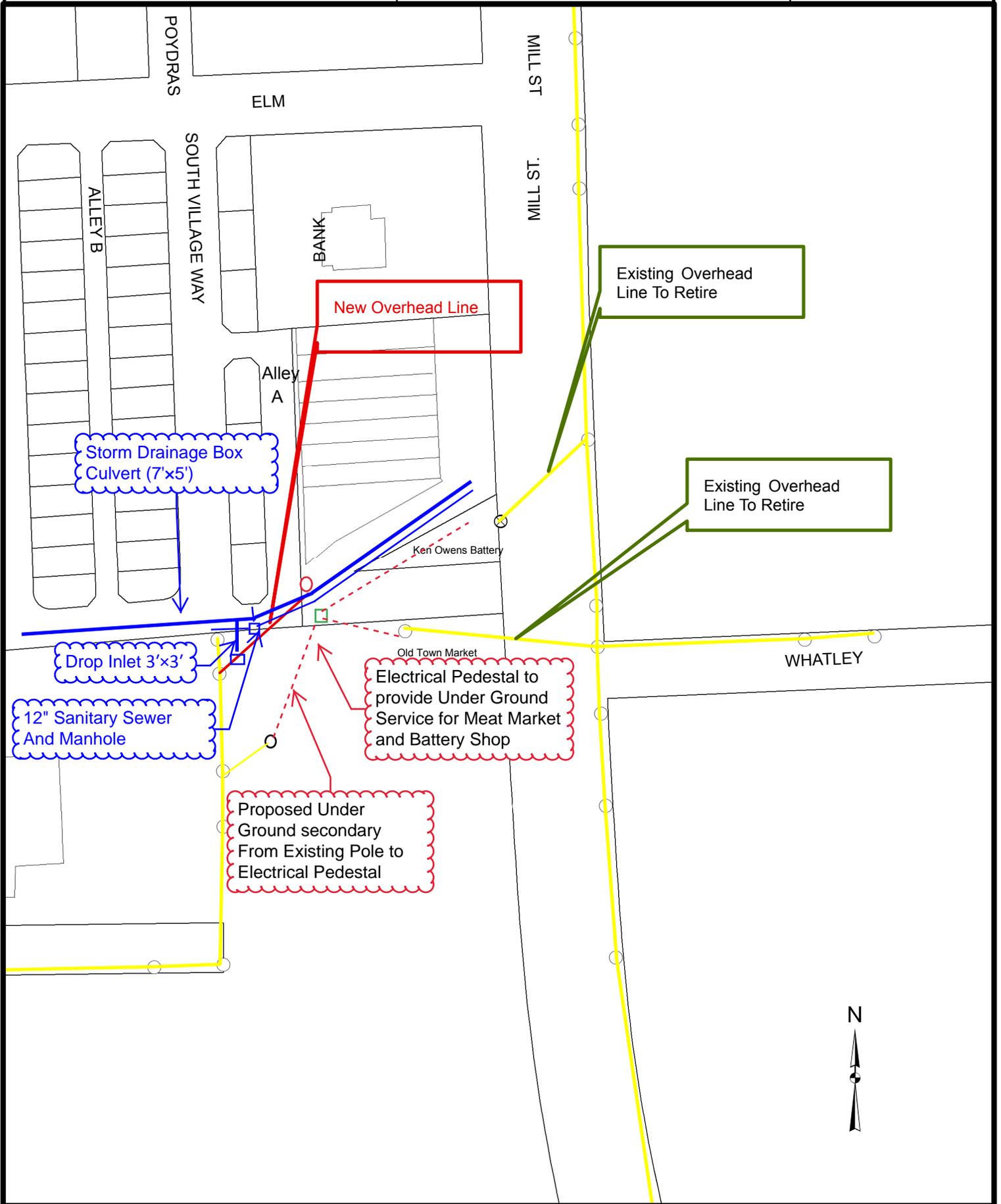
- a. To allow a new electric utility line to be placed overhead.

Texas New Mexico Power Company is requesting a permit for an overhead line at the southeast corner of South Village addition, to feed the new development of South Village Addition (Commercial and Residential) and the mixed use building at 251 S. Mill St. Going underground is a burden since there is a Storm Drainage Drop Inlet (3'×3') and 7'×5' Storm Sewer Box Culvert that interferes with the proposed underground primary facilities and will result in not meeting the National Electrical Safety Codes' proper clearance of underground primary lines against other utilities.

Going forward, Texas New Mexico Power will install a new pole and new lines coming from the existing overhead primary lines (Southwest of Alley A on South Village Addition) and go 90 feet Northeast to the new pole location and hang new 167 KVA Transformer to feed the new development from that pole.

To offset the installation of a new electric pole and overhead line Texas New Mexico Power will retire an existing electric pole just north of the Old Town Market and remove existing overhead electric lines that cross Mill Street that serve the Old Town Market, Farmers Insurance, and Ken Owens Battery. The variance will be contingent on Texas New Mexico Power obtaining an electric easement from the Old Town Market to install a new underground electric line to serve the Old Town Market, Farmers Insurance, and Ken Owens Battery.

Mohammed Nabolsi
Engineer I
Texas New Mexico Power
Mhd.nabolsi@tnmp.com
O-972 353 5005
C-713 972 2876





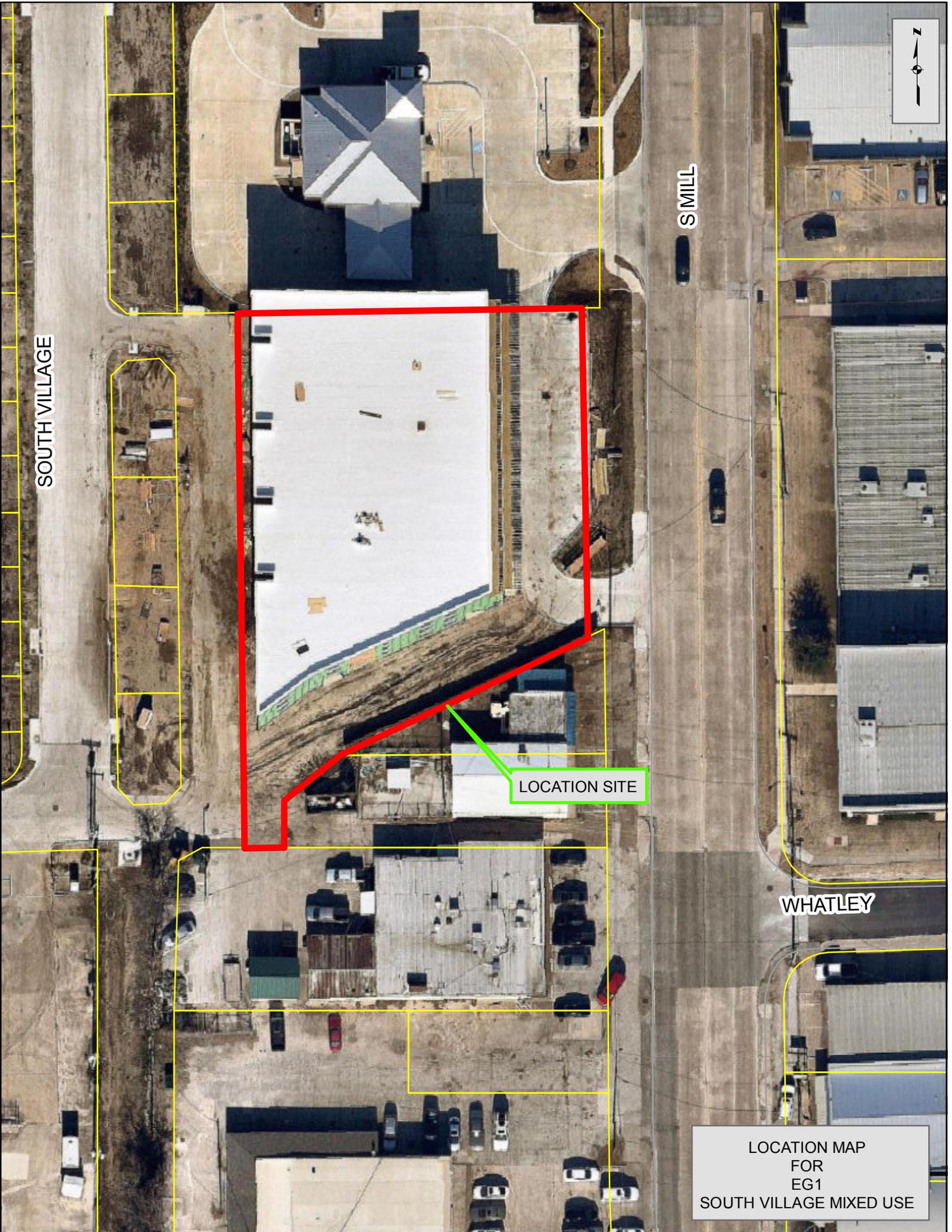
SOUTH VILLAGE

S MILL

WHATLEY

LOCATION SITE

LOCATION MAP
FOR
EG1
SOUTH VILLAGE MIXED USE



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Tim Ippolito, Fire Marshal

VIA: Claire Swann, Assistant City Manager

DATE: March 9, 2018

SUBJECT: **Consideration of Three Variances to the Lewisville City Code Section 6-57, Procedures for Issuance of Building Permit, Relating to the Tower Bay Lofts Project Located at 3000 N. Stemmons Freeway as Requested by Bobby Dollak, P.E. of G&A Consultants, Inc. Representing Wittington Holdings; and Authorization of the City Manager to Execute the Related Letter Agreement.**

BACKGROUND

The subject site is a 5.082-acre lot zoned PD-MU located within the Tower Bay Lofts Addition, Lot 1, Block A. The Tower Bay Lofts project is a 308-unit multi-family project. The applicant is requesting the issuance of a building permit prior to completion of all public improvements as well as offering a performance bond in the amount of total cost of public improvements in lieu of a cash escrow as well as allowance to construct limited, non-combustible improvements above the foundation slab.

ANALYSIS

a. To allow the issuance of a building permit prior to acceptance of public improvements.

Sections 6-57 (a) & (b)

The Land Development Regulations of the Lewisville City Code requires that all public improvements, such as public water mains and sanitary sewer lines, driveways, sidewalks, etc. be completed prior to the issuance of a building permit. This project requires significant public improvements for a trail system and water and sanitary sewer improvements both on-site and off-site. A significant portion of the off-site improvements will occur on United States Army Corps of Engineers (USACE) controlled property which requires USACE approval for the improvements. Staff has received written conceptual approval for the improvements from the USACE however a full approval of the improvements will take a significant amount of time for the USACE to process. The applicant requires a building permit to secure financing of his HUD loan as well as a desire to start construction of the project. Additionally, through a separate letter agreement between the City and the applicant, the applicant has assumed all responsibility for beginning construction without full approval of the USACE for the improvements. Given the conceptual approval of the improvements from the USACE and the applicants agreement to the terms of the letter agreement,

staff recommends approval of this variance subject to the final execution of the attached letter agreement.

b. The allow for certain non-combustible construction above the slab prior to completion of all fire lanes and water infrastructure.

Section 6-57 (d)

The Land Development Regulations of the Lewisville City Code requires that all fire lanes and water infrastructure to assist with firefighting be completed and accepted prior to authorization for vertical construction of buildings. For this project, the applicant wishes to begin construction of a non-combustible parking structure for the project prior to all fire lanes and water infrastructure acceptance. This project will require two separate fire lanes to allow for access to and egress from the project as well as two points of connection to the water mains. The second point of access/egress and second point of connection to the water mains will occur on/under a trail that will be constructed on USACE managed property. As previously stated, the full approval of the improvements on USACE property will take some time. The applicant has agreed to complete a single point of connection to a water main, install all onsite fire hydrants, and complete all on-site fire lanes prior to beginning the construction of the non-combustible parking structure. Staff believes that the single point of connection to a water main and a single access/egress route will provide adequate safety given the non-combustible nature of the requested construction and the limited amount of people that will be on the site. As such, staff recommends approval of the variance subject to the final execution of the attached letter agreement.

c. To allow for a performance bond in lieu of a cash escrow to allow for simultaneous construction of public improvements, i.e. sidewalks, water and sanitary sewer service, grading and drainage, etc.

Section 6-57 (e)

The Land Development Regulations of the Lewisville City Code allows for simultaneous construction of both the public improvements and the building construction of a project if a cash escrow is provided to the City in the amount of the construction cost of the public improvements. This requirement allows for the City to have the funds available to complete, make safe, or return to original condition of any public land/infrastructure should the project cease and not complete construction. For this project, the applicant has provided his HUD lender a cash escrow for the construction amount of the public infrastructure that will allow HUD to complete, make safe, or return to original condition of the public land/infrastructure impacted by this project. In order to not require the applicant to provide both a cash escrow to HUD and the City, staff believes a performance bond issued to the City will suffice and as such, recommends approval of the variance subject to the final execution of the attached letter agreement. For background, the City accepted a performance bond for similar purposes regarding the Hebron 121 project in 2010 and in 2013.

Subject: 3000 N. Stemmons Fwy - Variance

March 9, 2018

Page 3 of 3

RECOMMENDATION

It is City staff's recommendation that the City Council approve the variances as set forth in the caption above subject to the final execution of the attached letter agreement.

Memo



To: Donna Barron, City Manager

From: Tim Tittle, Fire Chief

Via: Claire Swann, Assistant City Manager

CC: Tim Ippolito, Fire Marshal

Date: March 13, 2018

Re: **Consideration of Three Variances to the Lewisville City Code Chapter 6, Article III, Sections 6-57 (a) and (b) Regarding (a) Issuance of a Building Permit Prior to Completion of Public Improvements; (b) Section 6-57 (d) to Allow for Limited Above Slab Construction Prior to Completion of all Fire Lanes and Water Infrastructure; and (c) Section 6-57 (e) To Allow for a Performance Bond in Lieu of a Cash Escrow Allowing for Simultaneous Construction of Public Improvements and Building Construction Relating to the Tower Bay Lofts Project Located at 3000 N. Stemmons Freeway as Requested by Bobby Dollak, P.E. of G&A Consultants, Inc. Representing Wittington Holdings.**

Per request by Tim Ippolito, Fire Marshal I am writing this memo in support of the three variances being considered for the Tower Bay Lofts Project.

The single point of access/egress and single point of connection to the water main should be adequate for any emergencies that may occur involving equipment during infrastructure work, as well as any emergencies that may occur during construction of the slab and non-combustible parking structure.

It is however my wish and understanding that no further construction past this point will occur until a second point of access/egress and second point of connection to a water main is in place.

I concur with other City Staff's recommendation that the City Council approve the variances as set forth in the caption above.

If any further assistance or information from me is needed, please let me know.



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, INC.
LAND SURVEYING LANDSCAPE ARCHITECTURE

March 12, 2018

Ms. Claire Swann
Assistant City Manager
City of Lewisville
131 Church St
Lewisville TX, 75057

**RE: Tower Bay Lofts
Variance Request Letter
G&A Job No. 16022**

Ms. Swann

Please accept this letter as an explanation of the requested variances for Tower Bay Lofts, LP generally located north of Garden Ridge and east of I-35E.

Whereas: Chapter 6, Land Development Regulations, Article III, Section 6-57 (a) & (b)

All public improvements, such as public water mains and sanitary sewer lines, driveways, sidewalks, etc. be completed prior to the issuance of a building permit. This project requires significant public improvements for a trail system and water and sanitary sewer improvements both on-site and off-site. A significant portion of the off-site improvements will occur on United States Army Corps of Engineers (USACE) controlled property which requires USACE approval for the improvements. Staff has received written conceptual approval for the improvements from the USACE however a full approval of the improvements will take a significant amount of time for the USACE to process. The applicant requires a building permit to secure financing of his HUD loan as well as a desire to start construction of the project. Additionally, through a separate Memorandum of Understanding (MOU) between the City and the applicant, the applicant has assumed all responsibility for beginning construction without full approval of the USACE for the improvements. Given the conceptual approval of the improvements from the USACE and the applicants agreement to the terms of the MOU, staff recommends approval of this variance.

Variance Request:

To allow the issuance of a building permit prior to acceptance of public improvements.

Whereas: Chapter 6, Land Development Regulations, Article III, Section 6-57 (d)

All fire lanes and water infrastructure to assist with firefighting be completed and accepted prior to authorization for vertical construction of buildings. For this project, the applicant wishes to begin construction of a non-combustible parking structure for the project prior to all fire lanes and water infrastructure acceptance. This project will require two separate fire lanes to allow for access to and egress from the project as well as two points of connection to the water mains. The second

point of access/egress and second point of connection to the water mains will occur on/under a trail that will be constructed on USACE managed property. As previously stated, the full approval of the improvements on USACE property will take some time. The applicant has agreed to complete a single point of connection to a water main, install all onsite fire hydrants, and complete all on-site fire lanes prior to beginning the construction of the non-combustible parking structure. Staff believes that the single point of connection to a water main and a single access/egress route will provide adequate safety given the non-combustible nature of the requested construction and the limited amount of people that will be on the site. As such, staff recommends approval of the variance.

Variance Request:

The allow for certain non-combustible construction above the slab prior to completion of all fire lanes and water infrastructure

Whereas: Chapter 6, Land Development Regulations, Article III, Section 6-57 (e)

allows for simultaneous construction of both the public improvements and the building construction of a project if a cash escrow is provided to the City in the amount of the construction cost of the public improvements. This requirement allows for the City to have the funds available to complete, make safe, or return to original condition of any public land/infrastructure should the project cease and not complete construction. For this project, the applicant has provided his HUD lender a cash escrow for the construction amount of the public infrastructure that will allow HUD to complete, make safe, or return to original condition of the public land/infrastructure impacted by this project. In order to not require the applicant to provide both a cash escrow to HUD and the City, staff believes a performance bond issued to the City will suffice and as such, recommends approval of the variance.

Variance Request:

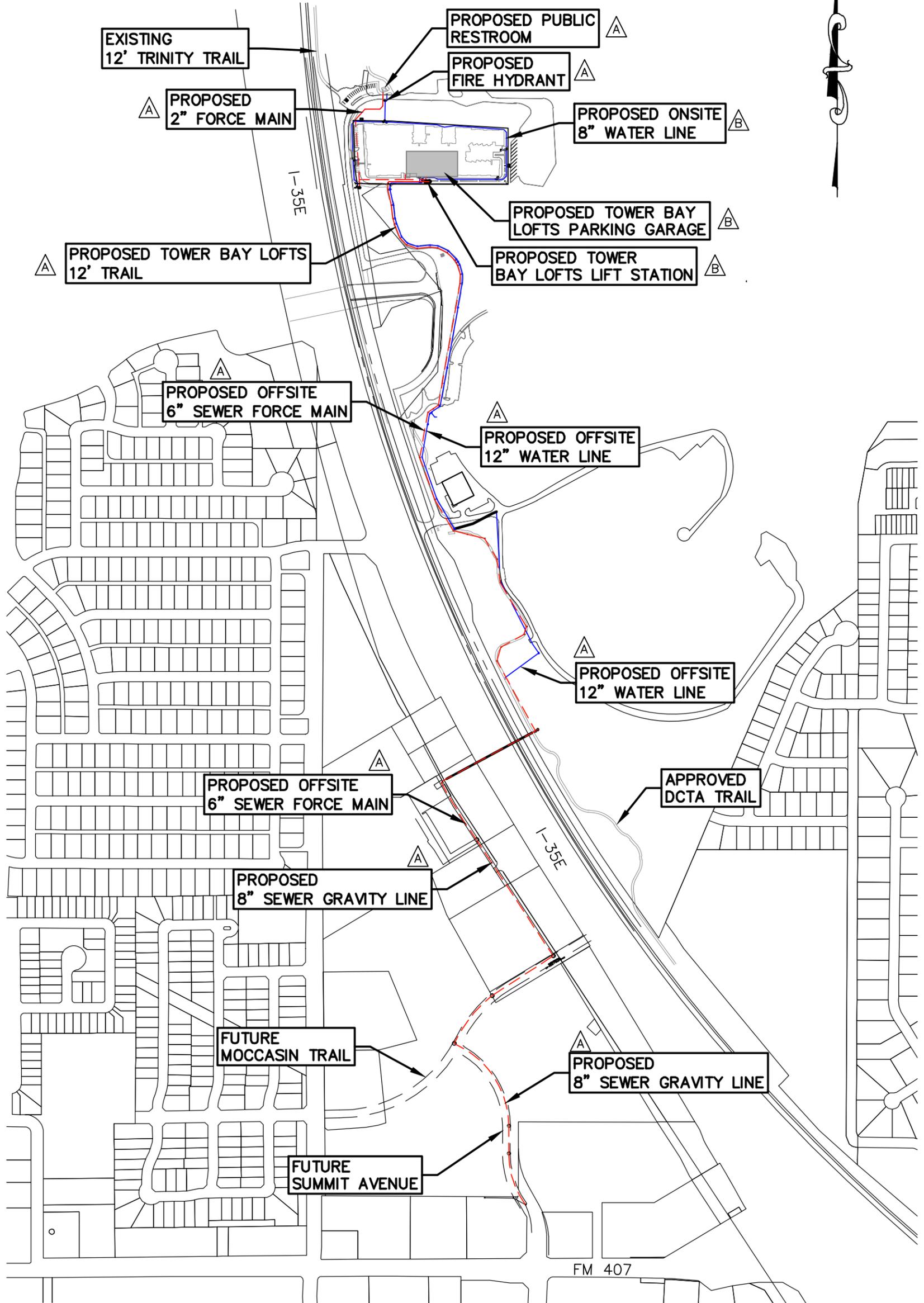
To allow for a performance bond in lieu of a cash escrow to allow for simultaneous construction of public improvements, i.e. sidewalks, water and sanitary sewer service, grading and drainage, etc.

Thank you in advance for your consideration of these requests. Please do not hesitate to contact me with any questions or comments.

Sincerely,



Robert J. Dollak Jr., P.E.



- A** TO ALLOW THE ISSUANCE OF A BUILDING PERMIT PRIOR TO ACCEPTANCE OF PUBLIC IMPROVEMENT.
- B** THE ALLOW FOR CERTAIN NON-COMBUSTIBLE CONSTRUCTION ABOVE THE SLAB PRIOR TO COMPLETION OF ALL FIRE LANES AND WATER INFRASTRUCTURE
- C** THE ALLOW FOR A PERFORMANCE BOND IN LIEU OF A CASH ESCROW TO ALLOW FOR SIMULTANEOUS CONSTRUCTION OF PUBLIC IMPROVEMENTS, I.E. SIDEWALKS, WATER AND SANITARY SEWER SERVICES, GRADING AND DRAINAGE, ECT.

VARIANCE EXHIBIT
TOWER BAY LOFTS ADDITION
LOT 1, BLOCK A
5.082 Acres

Zoned PD-MU Ordinance # 4279-06-2016
 in the
S. LUTRELL SURVEY, ABSTRACT NO. 743
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS

LEGEND	
PROPOSED SANITARY SEWER	— — — — —
PROPOSED WATER LINE	— — — — —

SCALE: 1" = 500'

File: Z:\2016\16022\Drawings\Exhibit\Exhibits\16022 variance exhibit 3.13.2018
 Plotted: 3/13/2018 1:29 PM, by Andres Mendoza, Saved: 3/13/2018 1:29 PM, by andym



DCA RAILWAY

SUBJECT
PROPERTY

GARDEN RIDGE BLVD

IH 35 E FRONTAGE RD



Scale : 1" = 400'

LOCATION MAP
FOR
TOWER BAY LOFTS
VARIANCE

Escrow Agreement for Off-site Facilities

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 06/30/2017)

Public Reporting Burden for this collection of Information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

This **ESCROW AGREEMENT FOR OFF-SITE FACILITIES** ("**Agreement**") made this ___ day of February, 2018, by and between Berkeley Point Capital LLC, ("**Lender**"), whose principal address is 7700 Wisconsin Avenue, Suite 1100, Bethesda, MD 20814, and Tower Bay Lofts, LP, a Texas limited partnership ("**Borrower**"), whose principal address is 1603 LBJ Freeway, Suite 750, Dallas, Texas 75234 [and if applicable, _____ ("**Depository Institution**"), whose principal address is _____], in connection with HUD Project No. 113-35690, located in the City of Lewisville, Denton County, State of Texas, which Project will be constructed from the proceeds of a Loan insured by HUD and made by Lender. (The definition of any capitalized term or word used herein can be found in this Agreement, the Regulatory Agreement between Borrower and HUD, the Note, and/or the Security Instrument, except that the term "**Program Obligations**" means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Agreement rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD's official website: (<http://www.hud.gov/offices/adm/hudclips/index.cfm> or a successor location to that site).)

RECITALS:

- A. HUD has issued a Firm Commitment to insure said Loan pursuant to the National Housing Act, as amended, and Program Obligations, on which mortgage insurance Borrower is relying for financing of the Project.
- B. It is necessary, in connection with the construction of the Project, to provide certain facilities lying outside of the property lines of the Land on which the Project is located, as set forth in the "Offsite" section of the drawings and specifications for the Project work dated N/A ("**Drawings and Specifications**"), and supporting description and cost estimate, which supporting description and cost estimate are attached hereto as Exhibit "A", and along with the Drawings and Specifications are made part of this Agreement ("**Off-site Construction**").

C. The Firm Commitment is conditioned upon the satisfactory assurance from Borrower that sufficient funds are available for the completion of Off-site Construction as indicated below.

D. As used herein, the term "**Completion Date**" shall mean the date of February ____, 2019.

AGREEMENTS:

In consideration of the mutual promises and undertakings contained herein, and for the purpose of inducing the Lender to make and HUD to insure said Loan, the parties acknowledge and agree as follows:

1. At or before initial endorsement of the Note by HUD for mortgage insurance, Borrower shall deposit, or cause to be deposited, with Lender or subject to the control and order of Lender with a depository institution satisfactory to Lender in accordance with Program Obligations, the sum of \$ 1,230,971.00 ("**Escrow**").

2. It is agreed that the Lender at all times shall control the Escrow. The Escrow shall take the form of [*specify as applicable*]:

cash, and/or

(if permitted by Program Obligations) one or more unconditional, irrevocable letter(s) of credit issued to Lender by a banking institution, attached hereto as Exhibit "B". The rating of the issuing banking institution and the duration of such letter(s) of credit shall comply with Program Obligations.

3. Borrower shall complete and/or cause to be completed to the satisfaction of Lender and HUD, the Off-site Construction, free of all liens and assessments, including liens and assessments against the Mortgaged Property, on or before the Completion Date. Borrower shall remedy or cause to be remedied, to the satisfaction of HUD, (a) all defects in the Off-site Construction due to faulty materials, faulty workmanship, or defective materials, and (b) all damage to the Project resulting from such defects, which defects or damage become apparent within twelve (12) months from completion of the Off-site Construction ("**Latent Defects**").

4. If the Drawings and Specifications provide that the Off-site Construction or any part thereof shall be performed by the municipality or political subdivision in which the Mortgaged Property lies, then such proportionate amount of the Escrow that is attributable to the portion of the Off-site Construction to be performed by said municipality or political subdivision, shall be held by the Lender and applied in payment of any special assessment which may be levied against the Mortgaged Property by reason of such improvement, and if not so levied or assessed, or to be so levied or assessed, may be released to the Borrower subject to Paragraph 7 of this Agreement.

5. Disbursements from the Escrow shall be made only upon prior written approval of HUD, with the exception of those amounts expended by Lender pursuant to Paragraph 6 of this Agreement, to meet any established cost of the Off-site Construction for which the Escrow was intended. The sum to which the Borrower shall be entitled to receive under any disbursement requested pursuant to this paragraph shall be the cost of the portions of Off-site Construction acceptably completed, as approved by Lender and HUD, less ten percent (10%) and less prior disbursements of Escrow funds.

6. In the event Borrower has not completed and/or caused to be completed all the Off-site Construction by the Completion Date, and upon receiving written instructions from HUD, Lender shall proceed to complete the Off-site Construction in accordance with the Drawings and Specifications, and to pay the cost thereof, including all costs and a reasonable fee of the Lender, from the Escrow. For this purpose, Borrower irrevocably appoints Lender as its attorney-in-fact, with full power of substitution, to do and perform for Borrower in Borrower's name, place and stead, all matters and things which Lender shall in its judgment deem necessary and proper to effectuate the completion of the Off-site Construction in accordance with the Drawings and Specifications, and to apply the amount deposited under the Escrow to the payment of debts, expenses, costs and charges of any kind contracted or incurred in connection therewith. The orders given by Lender as attorney-in-fact for Borrower shall be good and sufficient vouchers for all payments made by virtue thereof. In this connection, this power of attorney shall provide Lender with full and sufficient authority to enter into and upon the location of the Off-site Construction and take charge thereof, together with all materials, equipment and other improvements and to call upon and require contractors to complete the Off-site Construction. Except for intentional misconduct or gross negligence on the part of Lender, Borrower shall indemnify, hold harmless and defend Lender from and against claims of third parties arising from Lender's performance under this paragraph. Lender shall have the right to obtain any property and/or liability insurance coverage which Lender shall in its judgment deem necessary or appropriate in connection with Lender's performance under this paragraph. Subject to written HUD approval, Lender may extend the Completion Date. Lender will not be responsible for performance of the Off-site Construction beyond the expenditure of the amount available from the Escrow, and if that amount is insufficient, Lender will be under no obligation to proceed further with the Off-site Construction. The power granted herein is coupled with an interest, and Borrower acknowledges and agrees that all powers granted herein to Lender may be assigned to HUD.

7. Subject to Paragraph 6 of this Agreement, at Borrower's written request and with written HUD approval in accordance with Program Obligations, any balance remaining in the Escrow will be released to Borrower provided the following conditions are met:

- (a) thirty (30) days have passed since the completion of the Off-site Construction required by the Drawings and Specifications to the satisfaction of Lender and HUD;
- (b) no liens or assessments have been placed against the site of the Off-site Construction or the Mortgaged Property;

Ac

- (c) an Event of Default does not then exist; and
- (d) Latent Defects assurances that are compliant with Program Obligations have been provided in the form of a cash escrow, letter of credit, or a surety bond from a surety on the accredited list of the U.S. Treasury, in an amount equal to two and one-half percent (2 ½ %) of the amount of the Escrow ("**Latent Defects Deposit**"), which shall be held as part of this Agreement. Said sums may be used for the correction of Latent Defects in the event Borrower fails to make such corrections, or fails to cause such corrections to be made. Any balance remaining on account of the Latent Defects Deposit shall be released to Borrower, upon the latter of (i) fifteen (15) months from the completion of the Off-site Construction, or (ii) at such time as the Latent Defects have been corrected to the satisfaction of HUD.

8. The Escrow, when in the form of cash, shall be held by Lender or a depository institution satisfactory to the Lender and in accordance with Program Obligations. Lender may, at any time, for any reason or no reason, draw upon any letter of credit included in the Escrow and convert the same to cash, which cash shall then be held and disbursed pursuant to the terms of this Agreement. Fees charged by Lender and any interest earned on the Escrow shall be governed by Program Obligations.

9. The Escrow may, at HUD's direction, be subject to immediate application to the Indebtedness if an Event of Default by Borrower occurs at any time.

Each signatory below hereby certifies such signatory's statements and representations contained in this Agreement and all supporting documentation provided by such signatory are true, accurate, and complete. This Agreement has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, the parties have duly executed this Escrow Agreement for Off-site Facilities as of the day and year first above written.

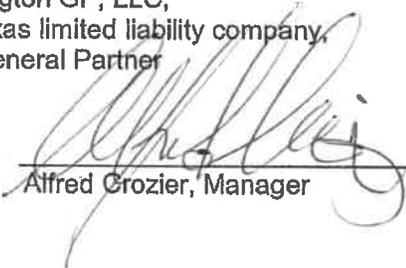
BORROWER:

TOWER BAY LOFTS, LP,
a Texas limited partnership

By: Wittington Tower Bay, LLC,
a Texas limited liability company,
its General Partner

By: Wittington Holdings, LP,
a Texas limited partnership,
its Sole Member

By: Wittington GP, LLC,
a Texas limited liability company,
its General Partner

By: 
Alfred Crozier, Manager

LETTER AGREEMENT

THIS LETTER AGREEMENT is made this 14th day of March 2018 between Tower Bay Lofts, LP (hereinafter "Wittington") and the City of Lewisville, TX (hereinafter "City") regarding the issuance of a building permit for the Tower Bay Lofts project.

WHEREAS on or about February 6, 2018, Wittington submitted to the City a trail and utility plan for the Tower Bay Lofts project ("the Plan"), attached as Exhibit A and incorporated as if fully set forth herein; and

WHEREAS part of the Plan involves construction on land controlled by the United States Army Corps of Engineers ("USACE"); and

WHEREAS on or about February 28, 2018, the USACE conceptually approved the Plan, see attached Exhibit B and incorporated as if fully set forth herein; and

WHEREAS Wittington is aware that it still needs final approval of the Plan by the USACE; and

WHEREAS Lewisville City Code, section 6-57(a) provides, in relevant part, that no building permit will be issued until all public improvements associated with the project, such as drainage, water and sanitary sewer facilities, are completed and accepted by the City; and

WHEREAS Lewisville City Code, section 6-57(b) provides, in relevant part, that commercial buildings must follow additional requirements prior to obtaining a building permit which includes construction and acceptance of all required public and semi-public improvements as shown on the approved engineering site plan; and

WHEREAS final approval by the USACE is also necessary prior to the issuance of a building permit by the City; and

WHEREAS Wittington requests that the City issue a building permit for the Tower Bay Lofts project before all public improvements associated with the project, such as drainage, water and sanitary sewer facilities, are completed and accepted by the City and before final approval of the Plan by the USACE; and

WHEREAS Lewisville City Code, section 6-57(e) provides that no building construction above the slab may be commenced prior to the construction and approval of all fire lanes, fire lines, fire hydrants and other waterline appurtenances; and

WHEREAS Wittington requests that it be allowed to begin construction on the parking garage prior to the construction and acceptance of all fire lanes, fire lines, fire hydrants and other waterline appurtenances associated with the Tower Bay Lofts project and before final approval of the Plan by the USACE; and

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WHEREAS Wittington understands that if the USACE does not give its final approval of the Plan, the City will not issue a Certificate of Occupancy for the Tower Bay Lofts project; and

WHEREAS Wittington assumes the risk that the USACE may not give its final approval of the Plan and agrees to indemnify the City as provided herein; and

WHEREAS Lewisville City Code, section 6-57(e) provides, in relevant part, that some items of public and semi-public improvements may be constructed simultaneously with the building provided a cash escrow is deposited with the City to cover 100 percent of the cost of the improvements; and

WHEREAS Wittington requests that it be allowed to provide a performance bond equal to 100 percent of the costs of the public improvements in lieu of a cash escrow.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and agreements herein contained, the parties agree to the following terms and conditions:

SECTION 1. The above and foregoing recitals to this Letter Agreement are true and correct and are incorporated into this Letter Agreement and made a part hereof for all purposes.

SECTION 2. The City agrees to issue a building permit for the Tower Bay Lofts project prior to the completion and acceptance by the City of all public improvements and prior to final approval of the Plan by the USACE under the following conditions:

2.1 A pre-construction meeting with the City engineering department must occur prior to any work, both on-site and off-site.

2.2 No work may begin on land controlled by the USACE until the USACE has given its final approval of the Plan.

2.3 Construction may begin on the improvements detailed in the approved engineering site plan for the Tower Bay Lofts project, except as outlined in item 2.2 above.

2.4 Upon completion and acceptance by the City of the on-site fire lanes and the connection of all on-site water mains and fire hydrants to the existing water main on the frontage road, construction above the slab may begin only for the non-combustible construction of the parking garage.

2.5 Wittington must comply with all local, state and federal laws.

SECTION 3. Prior to the issuance of a building permit, Wittington shall provide a performance bond equal to 100 percent of the cost of the public improvements on a form approved by the City in lieu of a cash escrow as required by section 6-57(e) of the Lewisville City Code.

SECTION 4. Wittington shall provide, at its sole cost, a public restroom facility and all required infrastructure, as directed by the City, at a location selected by the City in the area of the covered boat slips. No certificate of occupancy shall be issued until the restroom facility is completed and accepted by the City.

SECTION 5. The City and Wittington agree that the trails are an integral and mandatory component of the Tower Bay Lofts project. As such, no certificate of occupancy shall be issued until the trails are completed and accepted by the City. This requirement is in addition to the completion and acceptance by the City of all the other requirements of the engineering site plan and the building permit.

SECTION 6. WITTINGTON AGREES TO ASSUME THE RISK THAT THE USACE MAY NOT GIVE ITS FINAL APPROVAL OF THE TRAIL AND UTILITY PLAN FOR THE TOWER BAY LOFTS PROJECT. WITTINGTON AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR ANY HARM, INCLUDING FINANCIAL HARM, SUFFERED BY WITTINGTON OR ANY PERSON OR FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY ACT OR OMISSION IN CONNECTION WITH THIS AGREEMENT INCLUDING THE FAILURE TO RECEIVE FINAL APPROVAL BY THE USACE OF THE TRAIL AND UTILITY PLAN FOR THE TOWER BAY LOFTS PROJECT.



IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

TOWER BAY LOFTS, LP

By: Wittington Tower Bay, LLC
Its General Partner
By: Wittington Holdings, LP
Its Manager
By: Wittington GP, LLC
Its General Partner



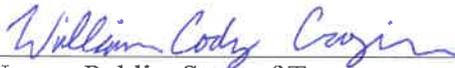
Alfred Crozier, Manager

CITY OF LEWISVILLE, TX

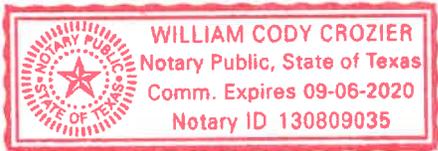
Donna Barron, City Manager

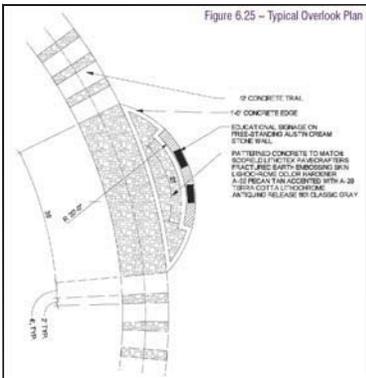
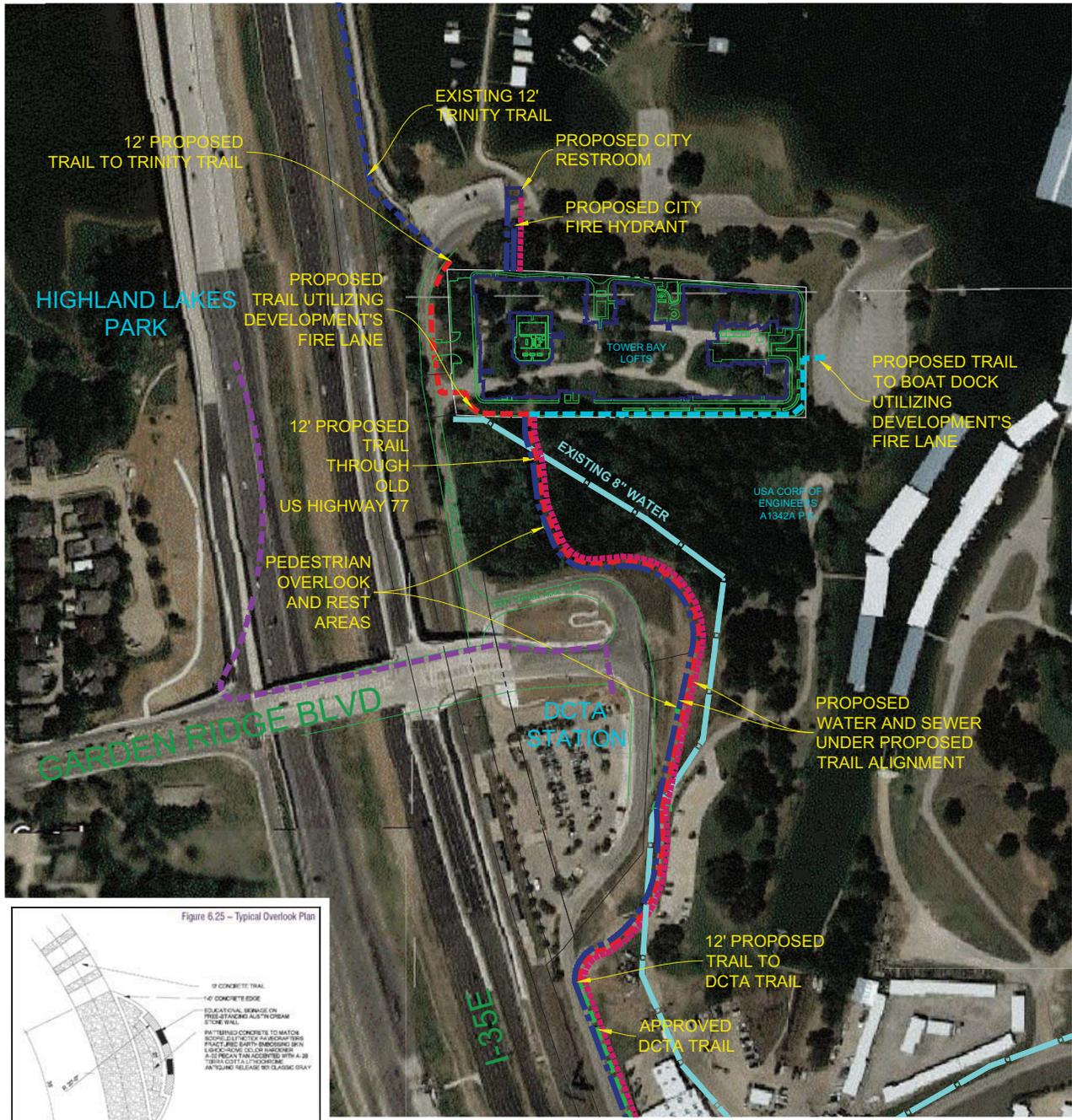
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 14th day of March, 2018, by Alfred Crozier, as Manager of Wittington GP, LLC, as General Partner of Wittington Holdings LP, as Manager of Wittington Tower Bay, LLC, as General Partner of Tower Bay Lofts, LP a Texas limited partnership on behalf of said company.

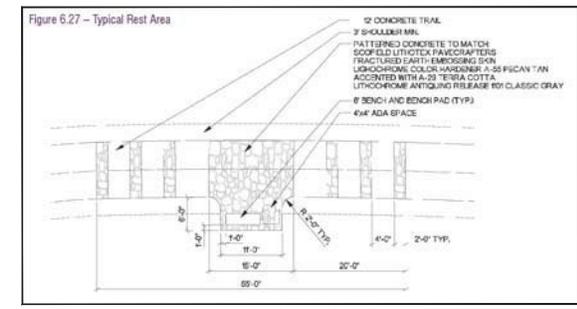


Notary Public, State of Texas

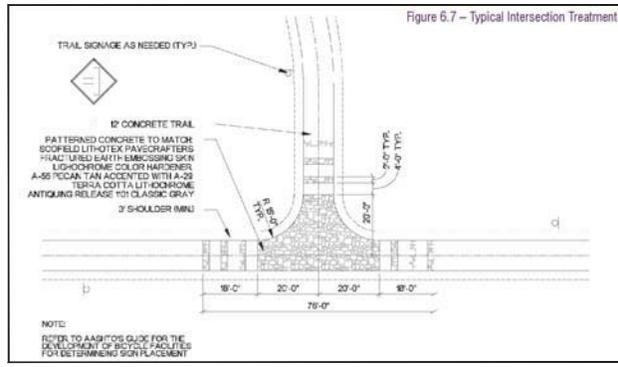




TYPICAL OVERLOOK PLAN



TYPICAL REST AREA



TYPICAL INTERSECTION TREATMENT

- Proposed Trail Connecting DCTA Trail and Trinity Trail
- Approved DCTA Trail
- Future Trail to Highland Lakes Park
- Existing 12' Trinity Trail

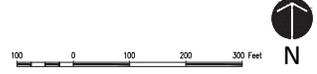


EXHIBIT B



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
1801 NORTH MILL STREET
LEWISVILLE, TEXAS 75057-1821
February 28, 2018

Lewisville Lake Office

Mr. Eric Ferris
Deputy City Manager
City of Lewisville
151 West Church Street
Lewisville, Texas 75029

Dear Mr. Ferris:

This is in response to your letter to Deputy Operations Project Manager James A. Murphy, dated February 7, 2018 in which you are requesting conceptual approval of a trail. The proposed trail connects the existing Trinity Trail to the Denton County Transit Authority Trail. My office has reviewed the proposal and agrees the proposed trail will enhance recreational access to U.S. Army Corps of Engineers land for the visiting public. This office appreciates the City's efforts to avoid and minimize impacts to Corps property and to provide public facilities currently not provided in the Tower Bay area. I concur with your proposal and your request is approved in concept.

If you should have additional questions or concerns, I can be contacted at (469) 645-9107.

Sincerely,


FOR

Rob Jordan
Lake Manager
Lewisville/Ray Roberts Lakes