



Lewisville City Council

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



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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
APRIL 2, 2018**

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

WORKSHOP SESSION - 5:30 P.M.

REGULAR SESSION – 7:00 P.M.

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 5:30 P.M.

- A. Review of MGC Interior Design Concept/Naming of Center and Consideration of Sponsorships
- B. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION – 7:00 P.M.

- A. **INVOCATION:** Councilman Ferguson
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Mayor Durham
- C. **PROCLAMATIONS:**
 - 1. Declaring the Week of April 8-14, 2018, as “Crime Victims’ Rights Week”
 - 2. Declaring the Week of April 8-14, 2018, as “National Public Safety Telecommunicators Week”
 - 3. Declaring the Month of April 2018, as “Fair Housing Month”
 - 4. Declaring the Week of April 2-6, 2018, as “Community Development Week”

**AGENDA
LEWISVILLE CITY COUNCIL
APRIL 2, 2018**

D. PUBLIC HEARINGS:

- 1. Continued Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for Minor Automobile Services and two Associated Variances; 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) and Zoned Light Industrial District (LI); as Requested by Ralph Martinez, of RGM Architects, on Behalf of Riyadh 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 including 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 the elimination of the ten-foot (10') landscape buffer; and b) to allow the elimination of the parking lot screening hedges. On February 20, 2018, the Planning and Zoning Commission recommended unanimous approval (5-0) of the SUP. This public hearing was continued from the April 2, 2018 meeting to allow the applicant additional time to provide variance request materials.

RECOMMENDATION:

That the City Council approve the requested SUP and two associated variances as set forth in the caption above.

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

- 2. Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for a Residential Accessory Dwelling Unit Exceeding 500 Square Feet on Approximately 0.8793 Acres, Legally Described as Lot 6, Block A, Holly Lane Addition, Located at 1098 Holly Lane and Zoned Single Family Residential District (R-12); as Requested by Andrew J. & Sue E. Spyhalski, the Property Owners (Case No. SUP-2018-03-05).**

**AGENDA
LEWISVILLE CITY COUNCIL
APRIL 2, 2018**

ADMINISTRATIVE COMMENTS:

The applicants are proposing to add an accessory dwelling unit to their already existing detached garage. The proposed accessory dwelling unit will feature building materials that match the existing detached garage. The proposal conforms to the lot coverage requirements set forth by zoning. The Zoning Board of Adjustment approved a height variance for the proposed structure on March 28, 2018, their decision is final. On March 6, 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

- E. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.
- F. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
3. **APPROVAL OF MINUTES:** a) **City Council Minutes of the March 5, 2018, Workshop Session and Regular Session;** and b) **City Council Minutes of the March 19, 2018, Workshop Session and Regular Session.**
4. **Approval of Bid Awards for Annual Requirements Contracts for HVAC Repairs to Denali CS, Carrollton, Texas (Primary Contractor) and Berger Engineering Company, Dallas, Texas (Secondary Contractor); and Authorization for the City Manager to Execute the Agreements.**

**AGENDA
LEWISVILLE CITY COUNCIL
APRIL 2, 2018**

ADMINISTRATIVE COMMENTS:

A total of seventeen (17) bid invitations were downloaded from Bidsync.com. Four (4) bids were received and opened February 2, 2018. The repair contracts cover time and material for unexpected repairs to City-owned HVAC (heating, ventilating, and air conditioning) equipment. Because repairs are often time sensitive, specifications stated a primary and secondary contractor would be selected. The term of the contracts will be twelve (12) months, with an option to extend for up to two (2) additional twelve (12) month terms. Funding is available from account 101.09.310.4315, as well as other funding sources.

RECOMMENDATION:

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

- 5. Approval of a Bid Award to Gunn Nissan of Denton, Corinth, Texas for the Purchase of Two (2) Electric Vehicles in the Amount of \$53,186.**

ADMINISTRATIVE COMMENTS:

A total of nine (9) bid invitations were downloaded from Bidsync.com. Two (2) bids were received and opened March 15, 2018. The electric vehicles are for City fleet use. They will be assigned to Environmental Control Services (ECS) and Health Services. Funding for the purchase of the two electric vehicles was approved in the FY17-18 budget.

RECOMMENDATION:

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

- 6. Approval of a Bid Award to Bibliotheca, Oakdale, MN for the Purchase and Installation of an RFID-Enabled Automated Materials Handling System for the Library in the Amount of \$111,810.69, and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

A total of twenty-six (26) requests for proposals were downloaded from Bidsync.com. Four (4) proposals were received and opened February 1, 2018. Proposals were evaluated using a matrix of 30% for ability to meet specifications; 30% for cost; 15% for experience of similar projects; 15% for timeline to complete the project; and 10% for warranty. Funding is available from the General Fund.

**AGENDA
LEWISVILLE CITY COUNCIL
APRIL 2, 2018**

RECOMMENDATION:

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

- 7. Approve Resolution Providing for the Adoption of a Single-Family Residential Water Conservation Credit Program.**

ADMINISTRATIVE COMMENTS:

On February 5, 2018, the Council was briefed by staff on the proposed water conservation credit program, including the recommended menu of conservation improvements and maximum credit amounts. Council directed staff to move forward with the development of the program at that time. Staff has written a resolution authorizing the program and an administrative directive that dictates the details of program administration. Staff recommends the amount of funds available for the program shall be capped at \$100,000 per fiscal year with the ability to revisit this amount in future budget years.

RECOMMENDATION:

That the City Council approve the resolution establishing a single-family residential water conservation rebate program.

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

**AGENDA
LEWISVILLE CITY COUNCIL
APRIL 2, 2018**

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).

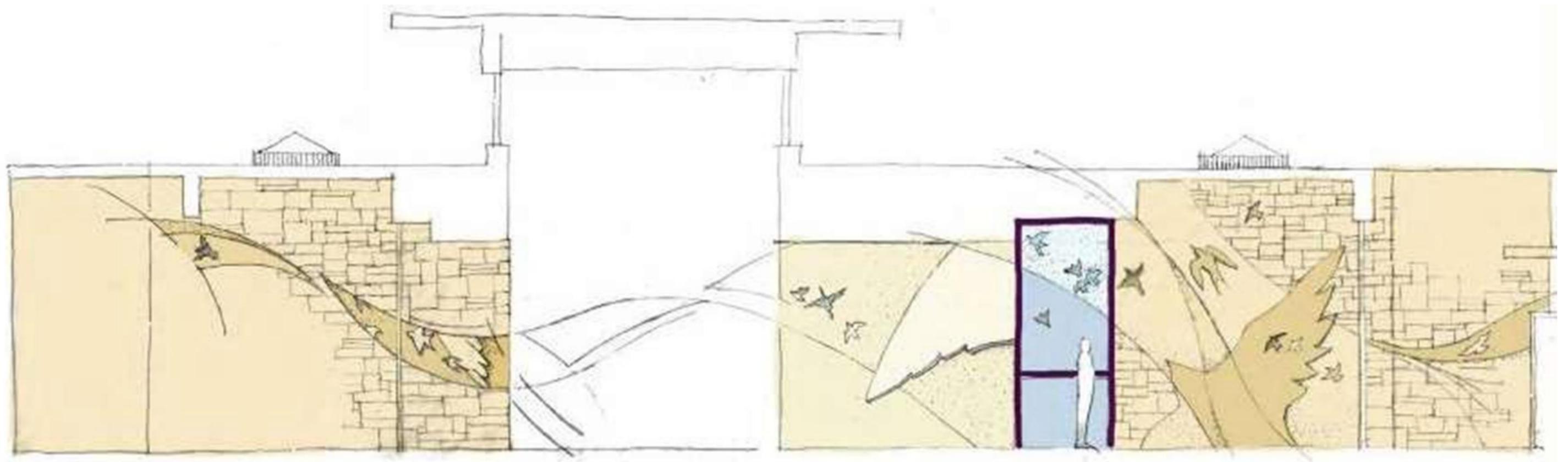


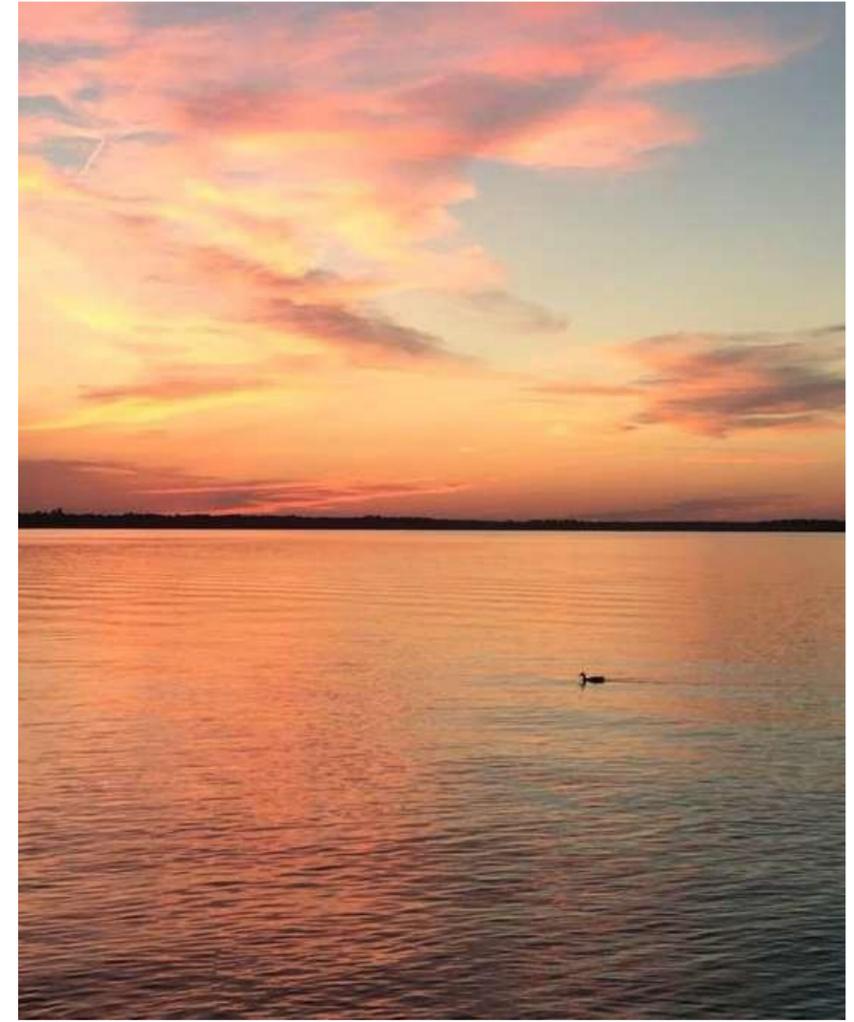
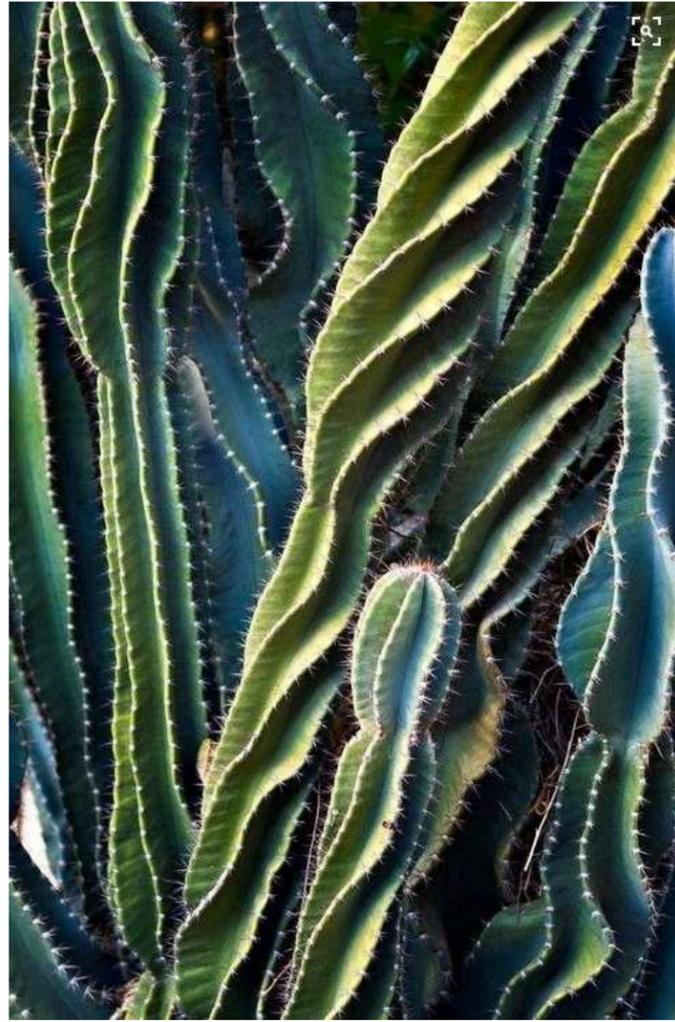
MGC Update

City Council Workshop
April 2, 2018

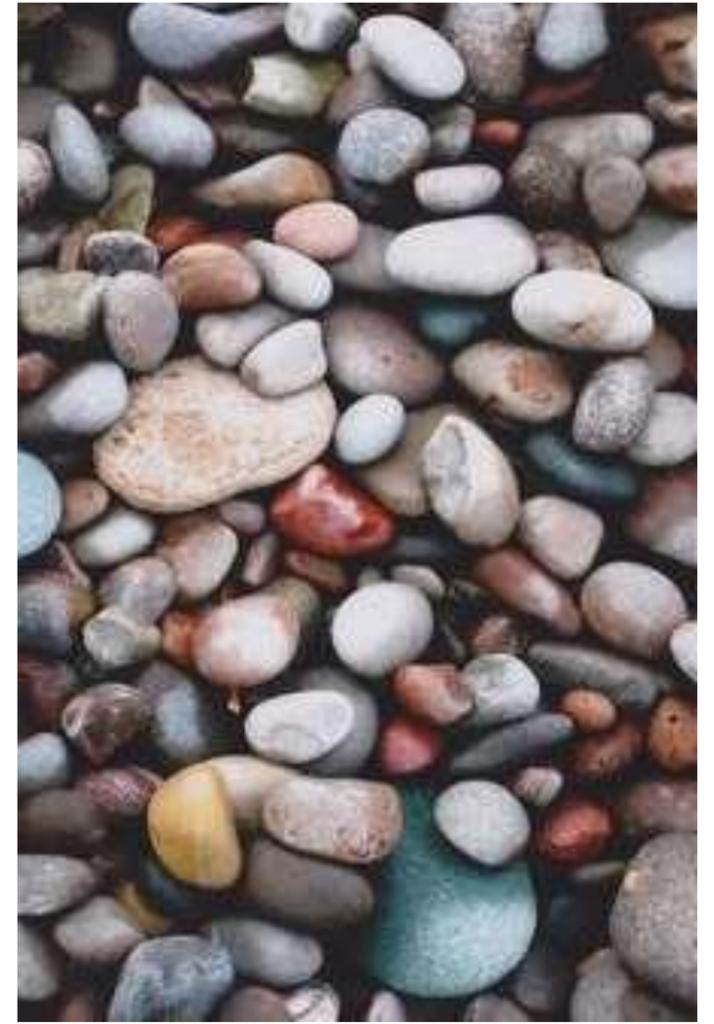
Background

- Aug 2016: BRS hired
- Aug 2016-Oct 2017: Facility Design
- May 2017: Byrne Construction selected as Construction Manager At Risk
- Nov 2017- Current: Construction Documents

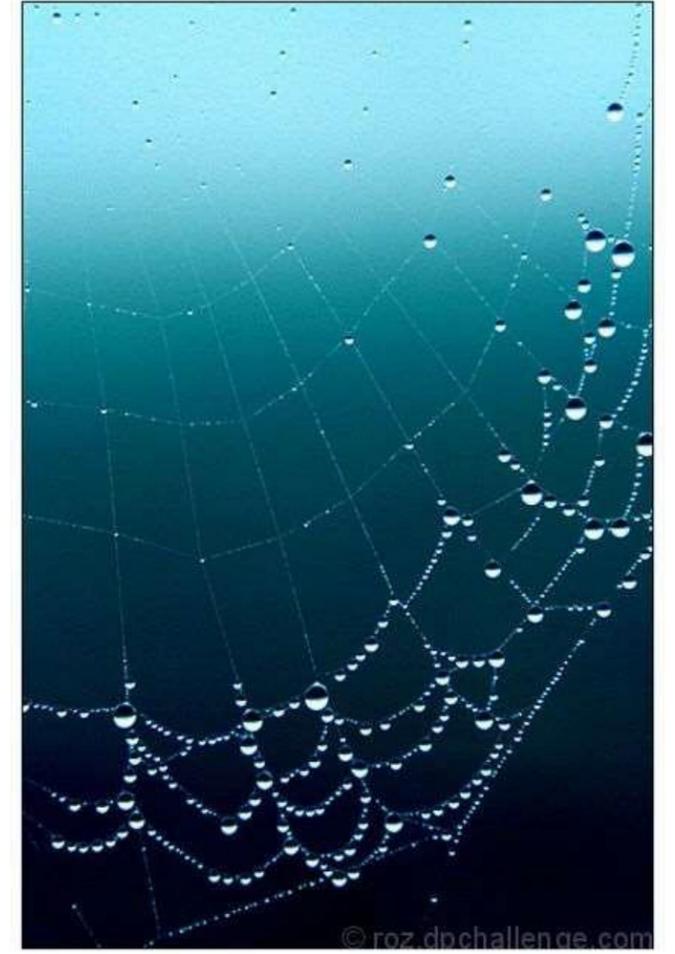
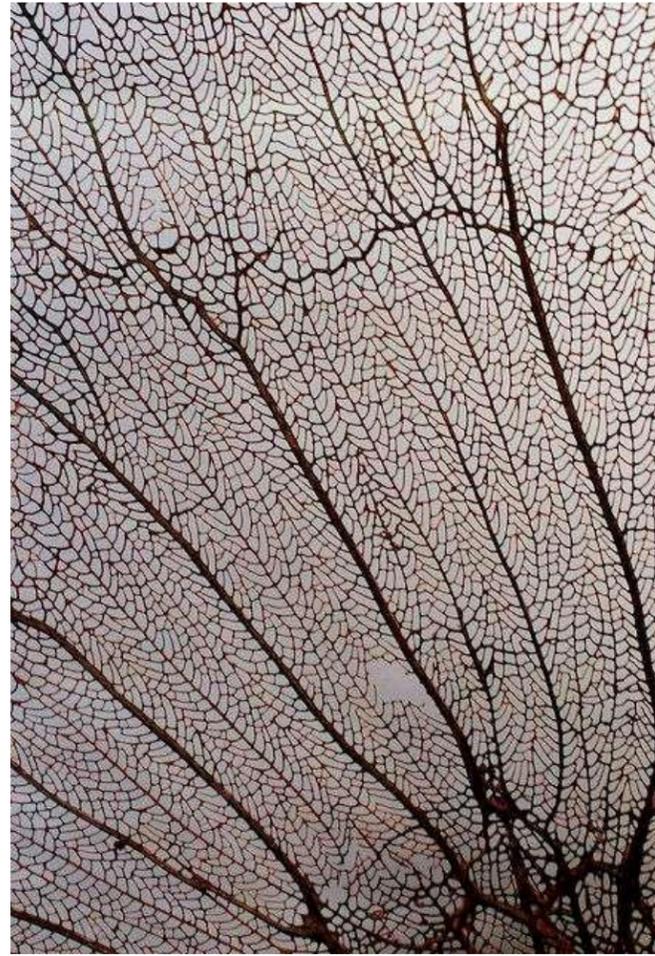




NATURE: COLOR & MATERIALS

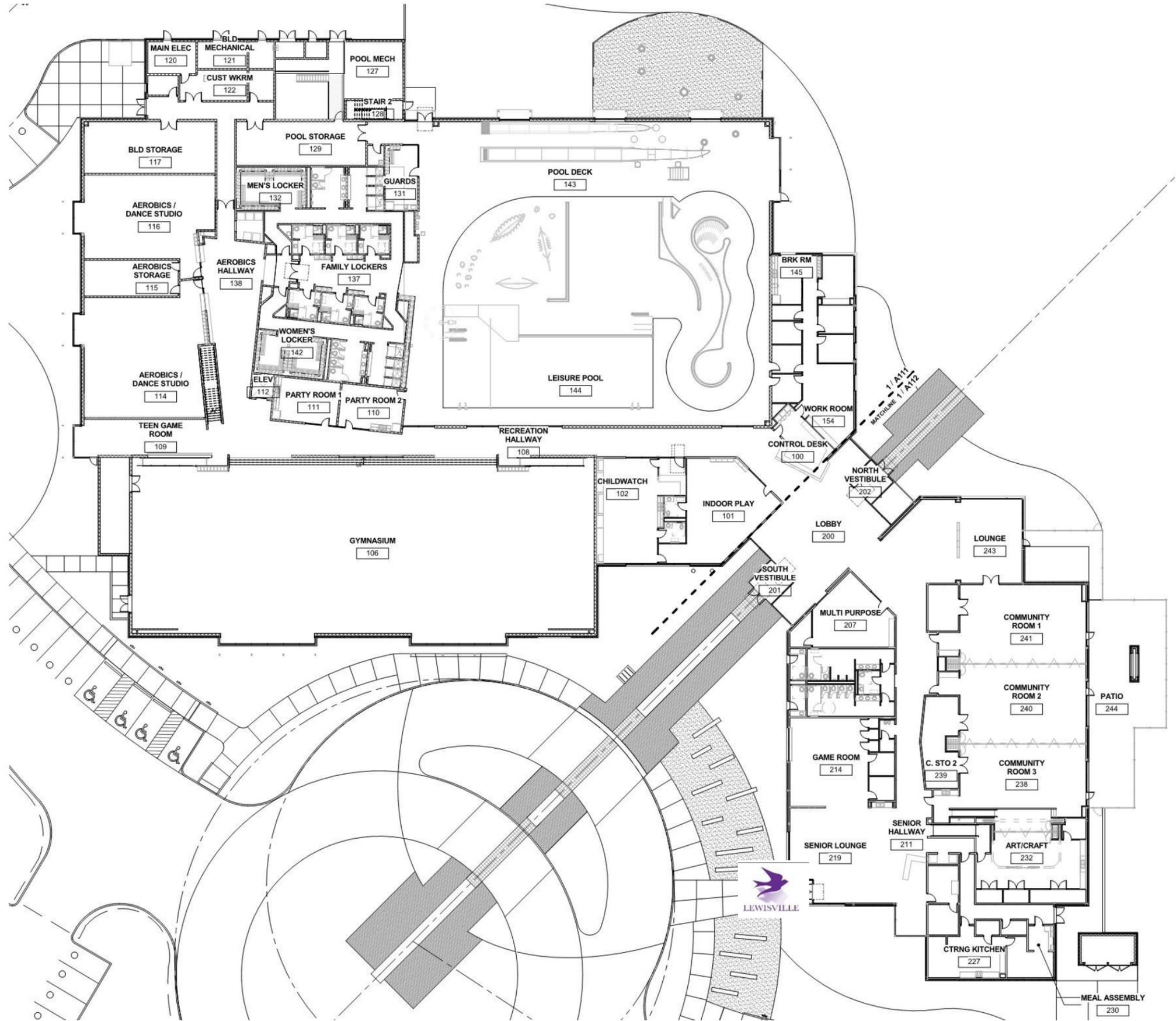


NATURE: COLOR & MATERIALS



GRAPHIC IDENTIFIERS







SENIOR LOUNGE





SENIOR LOUNGE





RESTROOM



COMMUNITY CORRIDOR



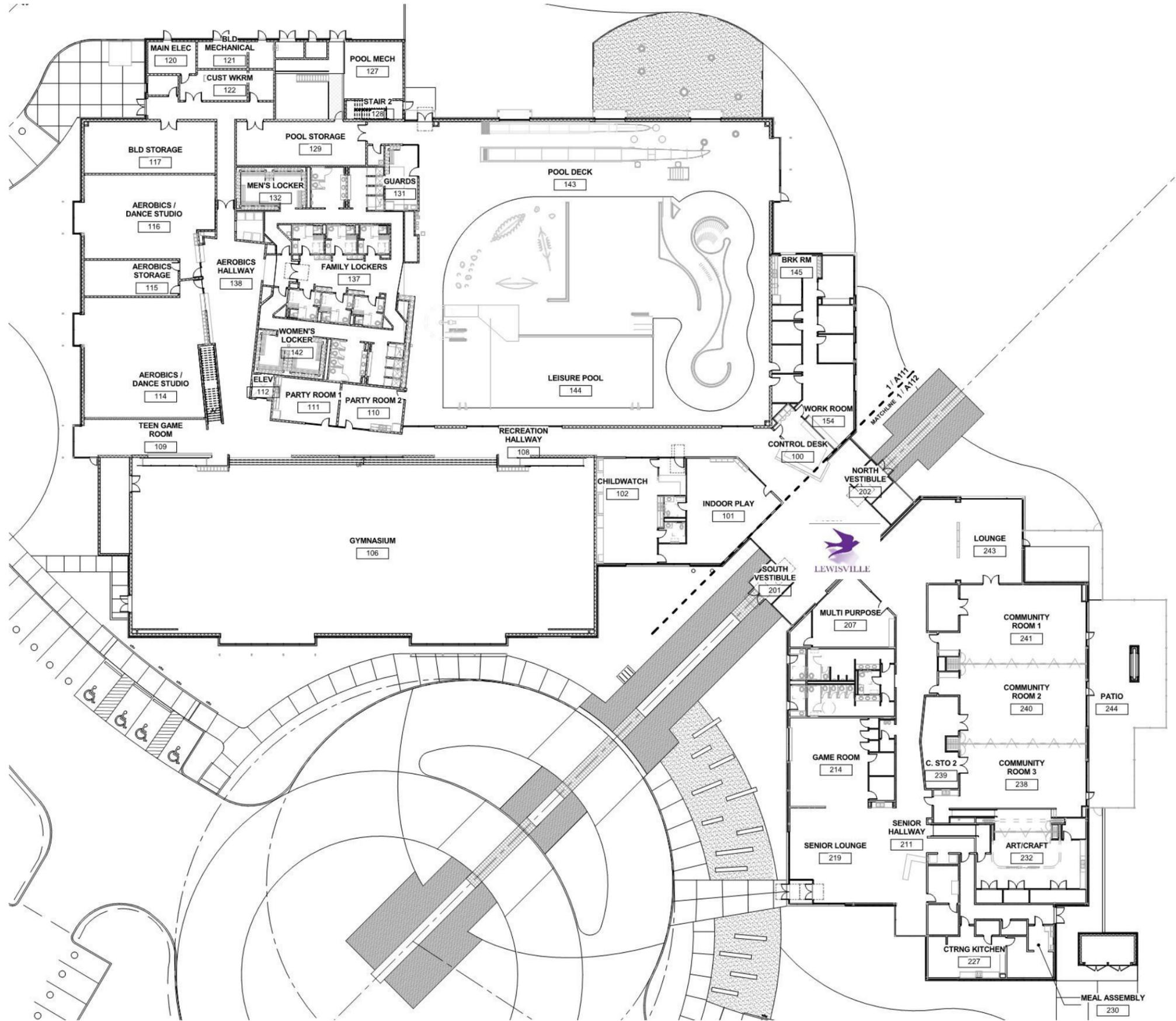
COMMUNITY EVENT ROOMS





COMMUNITY EVENT ROOMS







LIVING ROOM/GATHERING SPACE

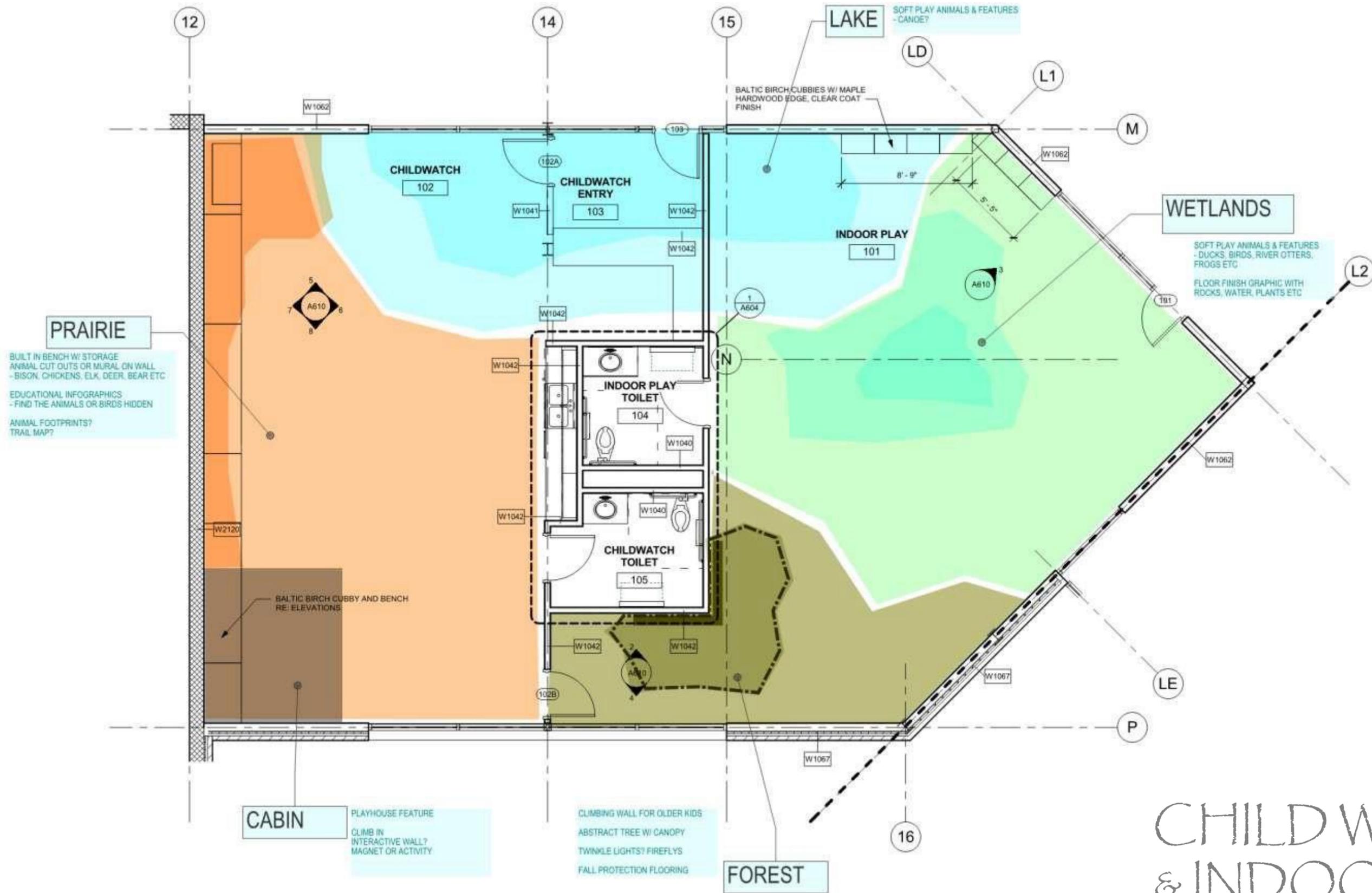


WELCOME DESK





WELCOME DESK



CHILD WATCH & INDOOR PLAY



INDOOR PLAY



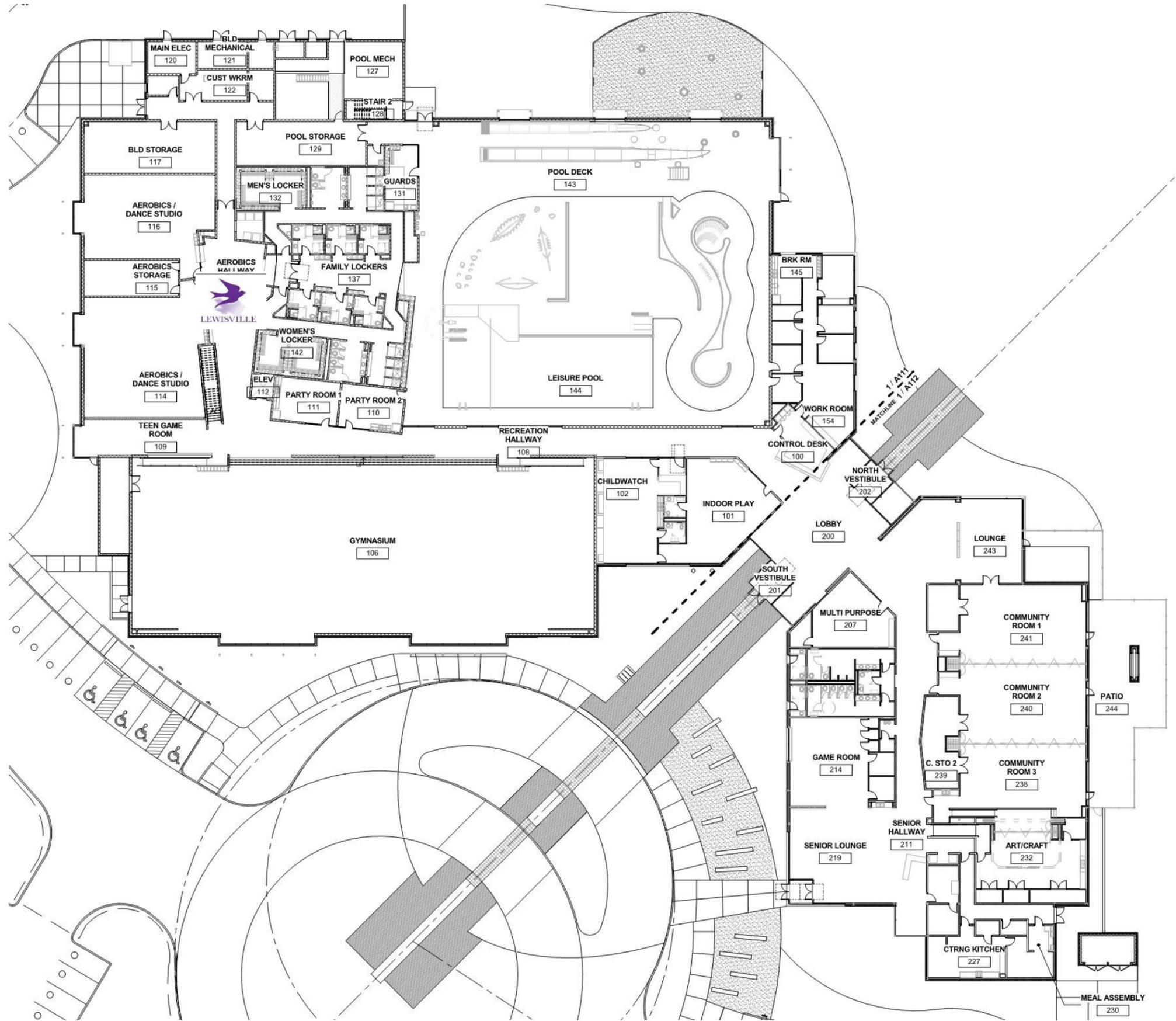
CHILD WATCH



RECREATION CIRCULATION & GYM



PARTY ROOMS





LOCKER ROOMS



LOCKER ROOMS



LOCKER ROOMS



LEISURE POOL



LEISURE POOL



GAME ROOM

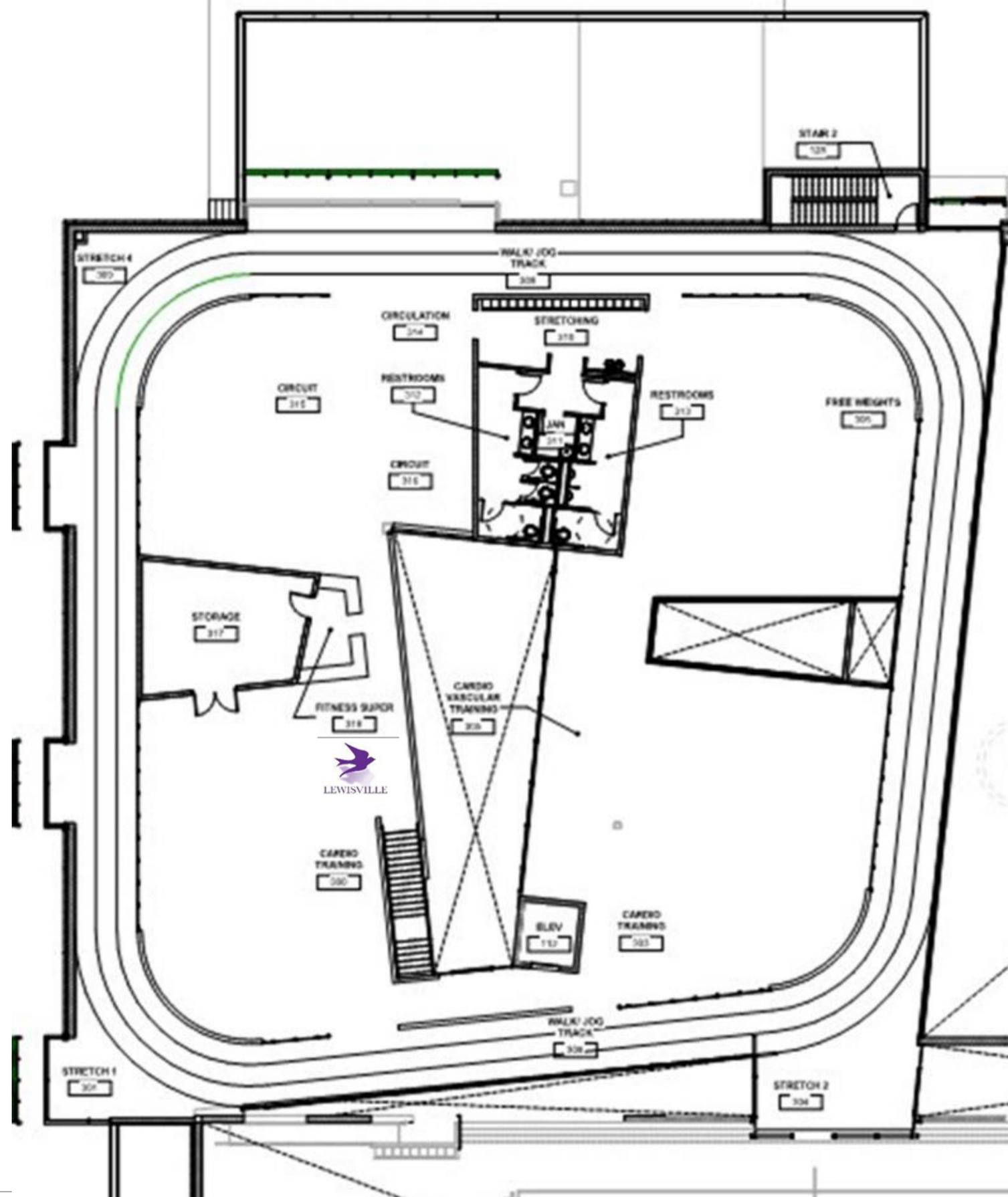


GAME ROOM

WEIGHTS & FITNESS

GAME ROOM







WEIGHTS & FITNESS



WEIGHTS & FITNESS

Timeline



- Apr 27 - Construction Documents are issued
- Jun 5 - Subcontractor bids due to Byrne Construction
- July 16 - GMP will be approved by City Council
- Aug 2018 Break ground for the new Center
- Spring 2020 the Center will open to the public



Branding & Marketing for
The Lewisville Multigenerational Recreation Center
Presented by



BRANDERA

BrandEra is working with the City of Lewisville and its Parks and Recreation department to name and brand the new multigenerational center.

Immersion Day Recap

Wow Factors

- Public art
- Nature's influence into the aesthetics and life of the center
- Indoor year-round pool
- Designated spaces for all ages and a wide variety of activities or relaxation

Target Markets

- Families
 - local, activities for all ages, new facilities, summer camps, programming
- Seniors
 - activities, no senior stigma, active socializing
- Teens
 - programming, local
- Singles
 - opportunity to make friends, activities with a modern approach, local

Competitors

Grapevine (The REC of Grapevine)

Flower Mound (Flower Mound Community Activity Center)

Plano (Tom Muehlenbeck Center)

Coppell (The CORE)

YMCA

Fitness studios/Classes

Fellowship centers/Churches

Strengths

- Larger, more amenities and diverse programming
- Local fitness, recreation and education option
- Gymnasium workout area, running track and year-round indoor pool
- Quality staff

Weakness

- Little awareness among citizens
- Higher cost
- Mixing different user populations

Opportunities

- Enhanced awareness through marketing efforts
- Public transportation routes to the center
- Populations that are currently uninvolved

Challenges

- Surrounding cities with established centers
- Poor perceptions of previous centers
- Senior citizen assurance of designated senior lounges

Programming

- Group Exercise
- Pickle Ball
- Water Activities & Programs
- High-end Fitness Classes
- Archery
- Chair volleyball
- Outdoor Adventure Camps
- STEM Activities & Programs
- Senior Fitness Programs
- Technology Classes
- Intergenerational Programs
- Creative Arts Classes
- Fine Arts Activities

Communication Platforms

- Social media is the most popular platform among Lewisville citizens
- Seniors use word of mouth most often
- Direct mail responsiveness is currently being tested

Focus Group Findings

Personality of Upcoming Center

- Fun
- Friendly
- “Natural”
- Vibrant

Color Palette of Logo

- Natural
- Earthy
- No neons
- No pastels

- 43% Chose Emblem/Badge



- Participants described the personality of the City of Lewisville as friendly, casual and progressive.
- As a place to live and work, participants believe that convenience, infrastructure and diversity make Lewisville stand out.
- Participants stated the geography, small-town feel and value differentiate Lewisville from surrounding communities.
- Participants desire the new center to be a fun destination and gathering place for all ages.

- When asked to describe an ideal rec center, participants spoke about a “home away from home” and a transformational space.
- Personally, participants were overall most excited about the indoor aquatics, leisure areas and art installations.
- Participants did not think the name should draw from historical significance, because the new center is so forward-thinking.
- Participants preferred that names be relevant to the area. Specifically, a participant did not like how some home subdivisions had “mountain” and “canyon” in the name, when the City features neither.

Recommendations

The Lewisville Multigenerational Recreation Center

It is not the name. It is a description of the facility.

Natural Vibrant
Friendly
Fun
Historic
Progressive
Energetic Conservative
Modern Detailed
Authentic

Why does a good name matter?

- We want people to rent the facility
- To host things
- Be excited about going there

Based on the findings from the Immersion Day and Focus Group, BrandEra generated an extensive list of potential names for the new center. After much debate and deliberation, we are proud to present the following recommended name. This name encompasses the spirit and purpose of what the new center brings to the Lewisville community.



Positive
Cycle
Spiritual Growth Motion
Upswing Life Increase
Go Active
Horizon
Rebirth
Nature Upward

RISE



Step 1- Naming

Step 2- Logo & Tagline

Step 3- Strategic Marketing Plan

Step 4- Branding Implementation

BrandEra, Inc.
219 S. Main Street, Suite 301
Fort Worth, TX 76104
817-927-7750
bo@branderamarketing.com
www.braneramarketing.com



Sponsorship Opportunities

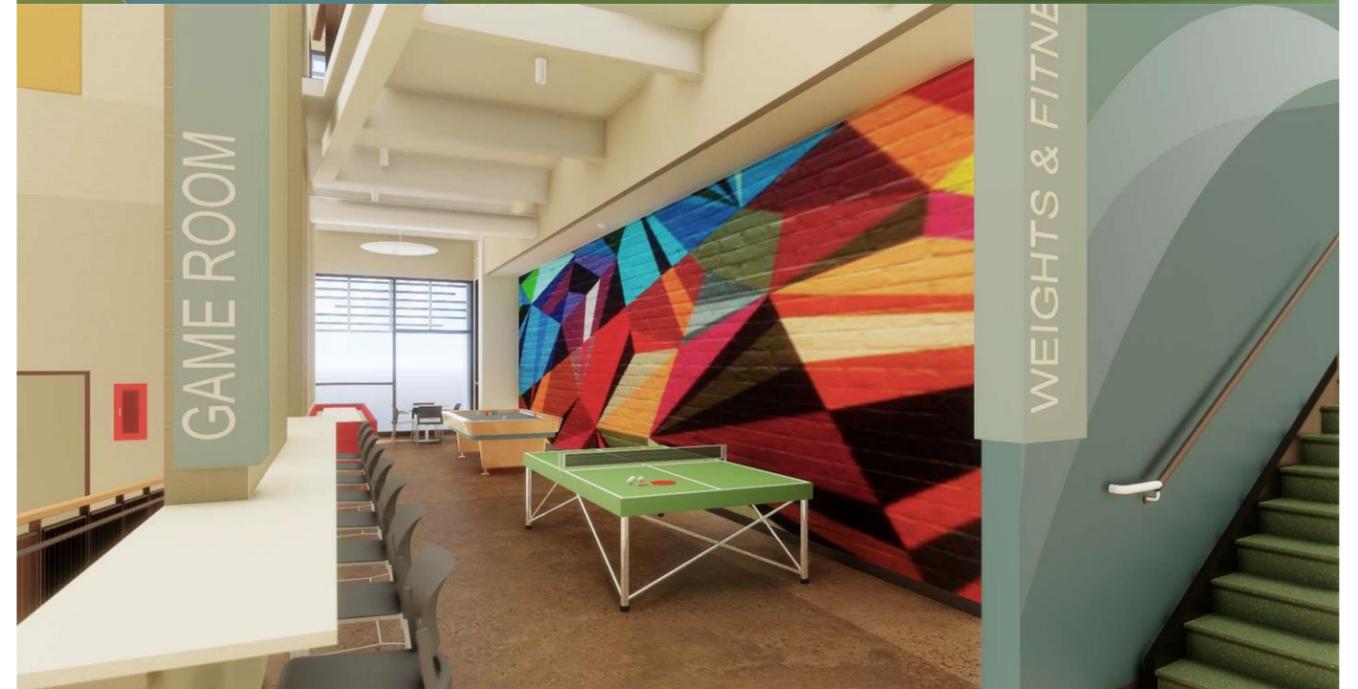
Sponsorship Opportunities

Entire facility not available for naming rights

Individual components of the facility

Opportunities

- Gym
- Fitness Area
- Lounges
- Teen game room
- Patio



Sponsorship Opportunities

Considerations

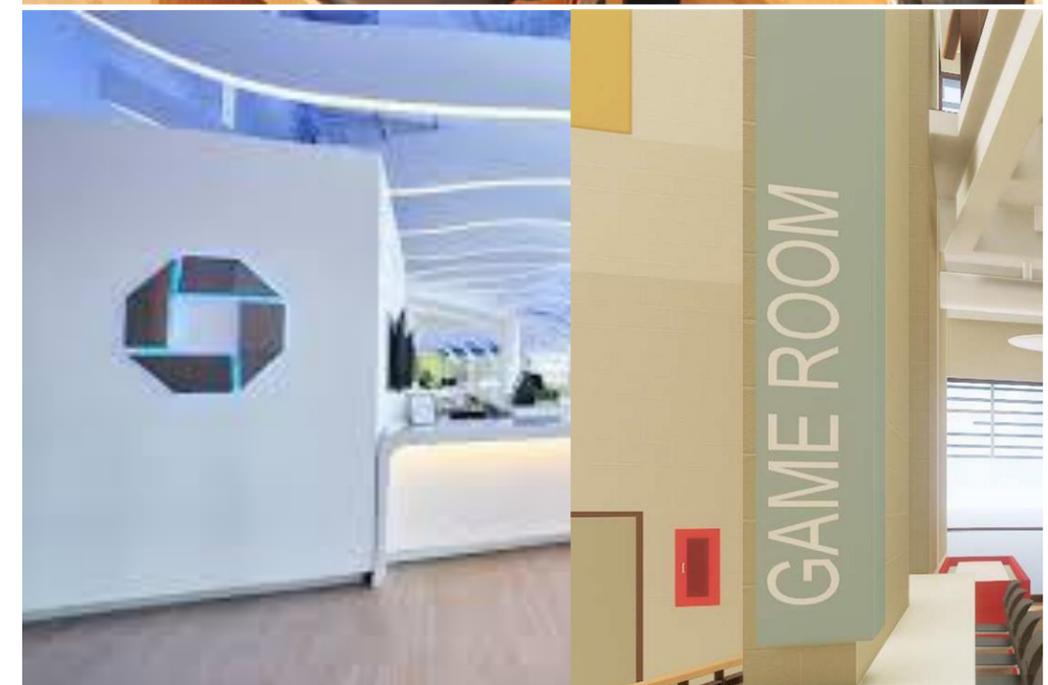
Uses

- Alternate construction components
- Supplement operating funds
- Bank for future capital projects

Recognition

- Signage
- Usage of facility

Length of Relationship



Next Steps

- Apr 16: City Council agenda item on name of facility
- General steps for remainder of 2018
 - Finalize proposed operational budget
 - Develop a cost recovery model
 - Determine sponsorship opportunities & rates inside the facility
 - Recruit and hire key staff positions
 - Begin marketing efforts

PROCLAMATION

WHEREAS, Americans are the victims of more than 20 million crimes each year, and crime can touch the lives of anyone regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status; and,

WHEREAS, Too many communities feel disconnected from the justice and social response systems, and have lost trust in the ability of those systems to recognize them and respond to their needs; and,

WHEREAS, Honoring the rights of victims, including the right to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds trust in the criminal justice and social service systems; and,

WHEREAS, National Crime Victims' Rights Week, April 8-14, 2018, is an opportune time to commit to ensuring that all victims of crime are offered accessible and appropriate services in the aftermath of crime; and,

WHEREAS, the City of Lewisville Police Department is dedicated to a vision for the future in which all victims are strengthened by the response they receive, organizations are resilient in response to challenges, and communities can seek collective justice and healing.

NOW, THEREFORE, I, Rudy Durham, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim the week of April 8-14, 2018, as:

“CRIME VICTIMS’ RIGHTS WEEK”

PROCLAIMED this 2nd day of April, 2018.

Rudy Durham, Mayor
City of Lewisville

PROCLAMATION

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Lewisville police-fire communications center; and,

WHEREAS, public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, public safety telecommunicators of The City of Lewisville have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients;

NOW, THEREFORE, I Rudy Durham, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim the week of April 8-14, 2018 as:

“National Public Safety Telecommunicators Week”

in the City of Lewisville, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

PROCLAIMED this the 2nd day of April, 2018.

Rudy Durham, Mayor
City of Lewisville

Proclamation

WHEREAS, April 11, 2018 marks the 50th anniversary of the passage of the Civil Rights Act of 1968, also known as the Fair Housing Act, which enunciates a national policy of fair housing for all who live in the United States; and

WHEREAS, The Fair Housing Act provided for equal housing opportunities and prohibits discrimination based on race, color, religion, sex, handicap, familial status and national origin; and

WHEREAS, the City of Lewisville offers equal opportunity in its housing programs and policies and has established a goal to enhance understanding of fair housing rights law among its citizens; and

WHEREAS, the City of Lewisville is an inclusive community committed to fair housing and to promoting such activities by private and public entities that advocate for equal housing opportunities for all residents; and

WHEREAS, the North Texas Fair Housing Center is a resource for citizens and the real estate profession to learn about rights and responsibilities under the Fair Housing Act;

NOW, THEREFORE, I, Rudy Durham, by virtue of the authority vested in me as Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim the month of April, 2018 as:

“FAIR HOUSING MONTH”

and urge all citizens to join us in celebrating the Fair Housing Act and living up to its goals and protections.

PROCLAIMED this 2nd day of April, 2018.

Rudy Durham, Mayor
City of Lewisville

Proclamation

WHEREAS, the week of April 2-6, 2018 has been designated as National Community Development Week by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program; and,

WHEREAS, the CDBG Program is celebrating forty-five years of providing local governments with resources to meet the needs of persons of low- and moderate-income; and,

WHEREAS, CDBG funds are used by thousands of neighborhood-based, non-profit organizations throughout the nation to address pressing neighborhood and human service needs; and,

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and sanitary housing; and,

WHEREAS, over five years, Lewisville has received \$2.9 million to fund street and sewer rehabilitation, homebuyer assistance, housing rehabilitation and facility improvements for CCA, PediPlace and Special Abilities of North Texas;

NOW, THEREFORE, I, Rudy Durham, by virtue of the authority vested in me as Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim the week of April 2-6, 2018, as:

“COMMUNITY DEVELOPMENT WEEK”

and urge all citizens to join us in recognizing the Community Development Block Grant Program and the important role it plays in our community.

PROCLAIMED this the 2nd day of April, 2018.

Rudy Durham, Mayor
City of Lewisville

MEMORANDUM

TO: Donna Barron, City Manager
FROM: Richard E. Luedke, Planning Director
DATE: April 2, 2018
SUBJECT: **Continued Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for Minor Automobile Services and two Associated Variances; 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) and Zoned Light Industrial District (LI); as Requested by Ralph Martinez, of RGM Architects, on Behalf of Riyadh 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 the previous City Council meeting. This public hearing was continued from the April 2, 2018 meeting to allow the applicant additional time to provide the required materials. Staff has received the required information and the item is ready to move forward.

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, no room exists to install a landscaping strip. To compensate for the lack of a landscape strip, the applicant is proposing to add three tree wells to the parking lot along the street frontage. These new trees plus the existing three trees will bring the site closer towards Lewisville's current landscaping standards.

Signage

The applicant has proposed to remove the existing pole sign and 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 of limestone.

VariANCES

The following two variances are requested in conjunction with this SUP:

a): to allow the elimination of the ten-foot (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 to compensate for the lack of a landscape strip. Staff has no objection to this request.

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 lack of a landscape strip along the street prevents the applicant from meeting this requirement. Staff has no objection to this request.

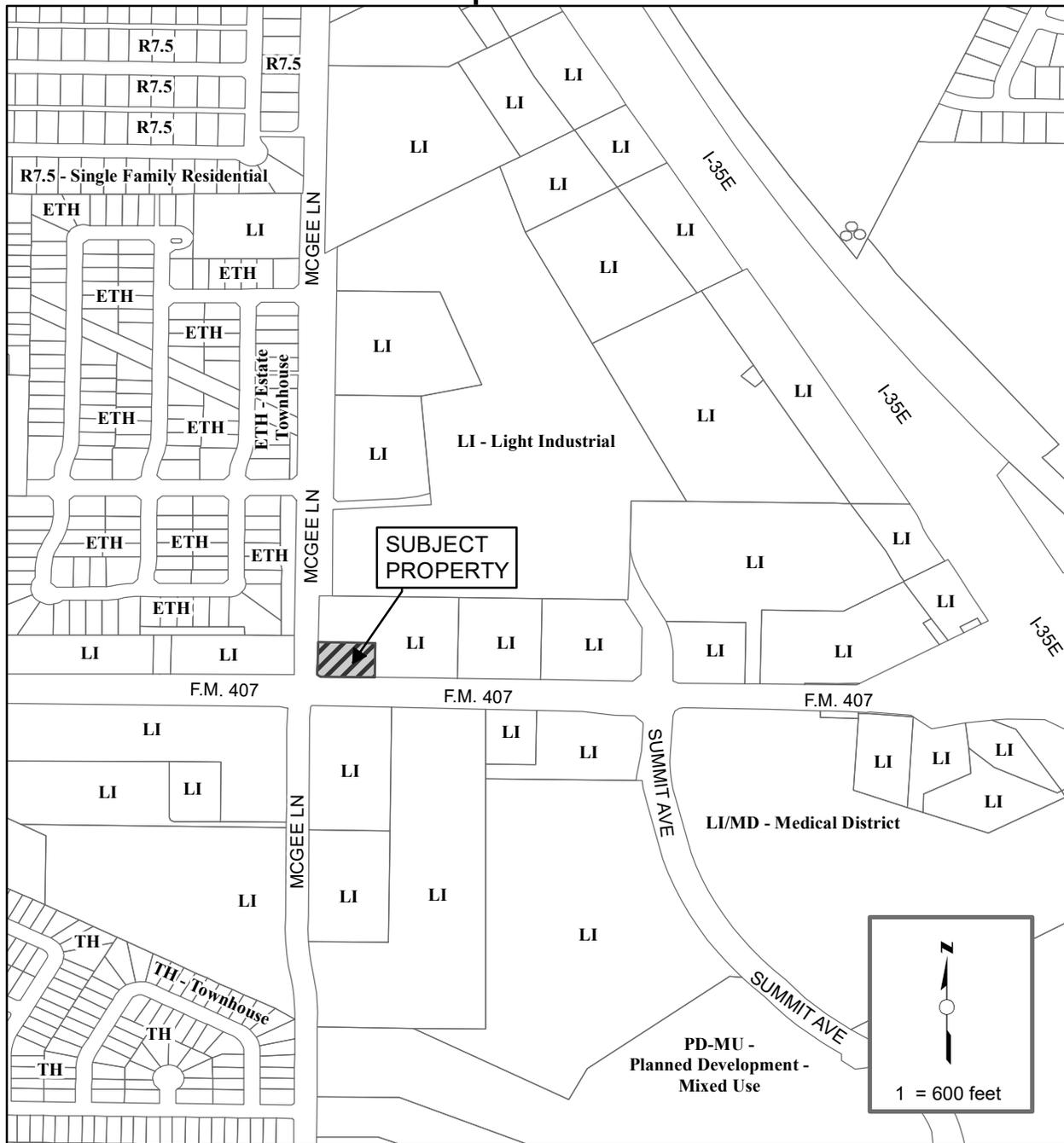
Summary

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

It is City staff's recommendation that the City Council approve the requested SUP and two associated variances as set forth in the caption above.

Location Map - KwikKar & Lube



CASE NO. SUP-2018-02-04

PROPERTY OWNER: RIYAD HOSSAINY, INI LLC

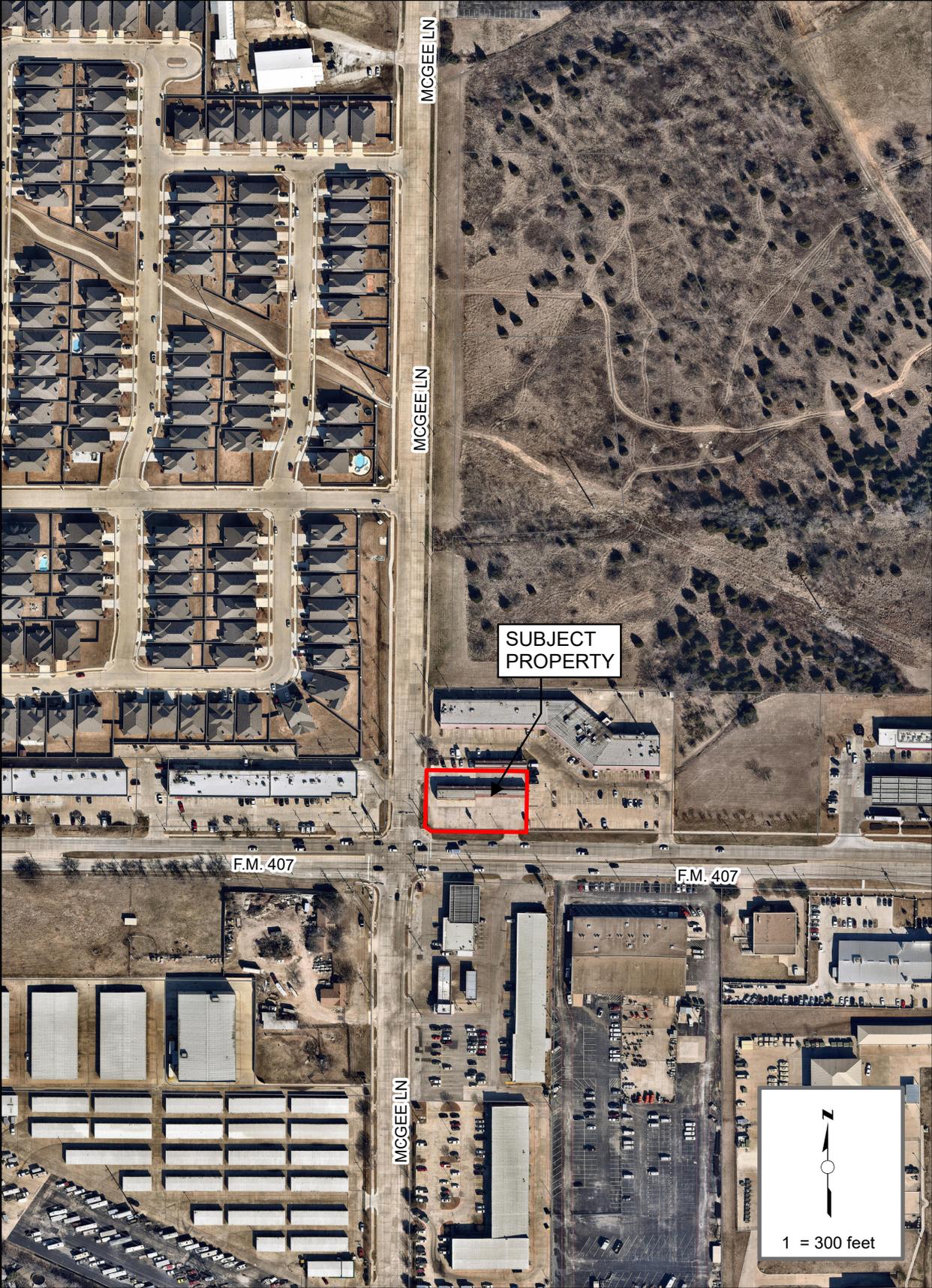
APPLICANT NAME: RALPH MARTINEZ, RGM ARCHITECTS

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 Riyadh 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:	



**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 canvass canopy removed and replaced with new canvass 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.

RGM Architects

March 13, 2018

Ms. Michele Berry
City of Lewisville
P.O. Box 299002
Lewisville, Texas 750029

Re: Variance Request No. 1 and Variance No. 2

Dear Ms. Berry:

On behalf of our client, INI, Inc., we are submitting this request for the following variances as they relate to the requirements of the Landscape Ordinance for our project of renovations to the Kwik Kar facility.

LANDSCAPE VARIANCE REQUEST NO. 1

The Landscape Ordinance requires a 10 ft. buffer along F.M. 407 and also along McGee Lane. Due to existing utility easements along the property line facing both streets and due to the requirements of the SUP application for parking, we request a variance for the requirement of a 10 ft. landscaping buffer along F.M. 407 and along McGee Lane to allow a reduction of the 10 ft. buffer requirement to 0.

LANDSCAPE VARIANCE REQUEST NO. 2

The Landscape Ordinance requires a evergreen screening along the Right of Wall along F.M. 407 and also along McGee Lane. Due to existing limited area outside property line and the existing sidewalks the area for screening is not available. We request a variance to eliminate the requirement of the Right of Way evergreen screening .

Should you need any additional information, please call me at 214.563.6690.

We thank you for working with us do diligently to accomplish this submittal

Sincerely,



Ralph Martinrez , RGM Architects

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 2ND DAY OF APRIL, 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 and Sign Detail
Landscape Plan

Exhibit A

Metes and Bounds

This property being described in the Map/Plat records of Denton County part of the McGee Park, an addition to the City of Lewisville and being more particularly described as follows:

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.

Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

Beginning at the southwest corner of said tract which is the intersection of the north line of F.M. Road 407 (a 90' right of way) with the of McGee Lane right-of-way;

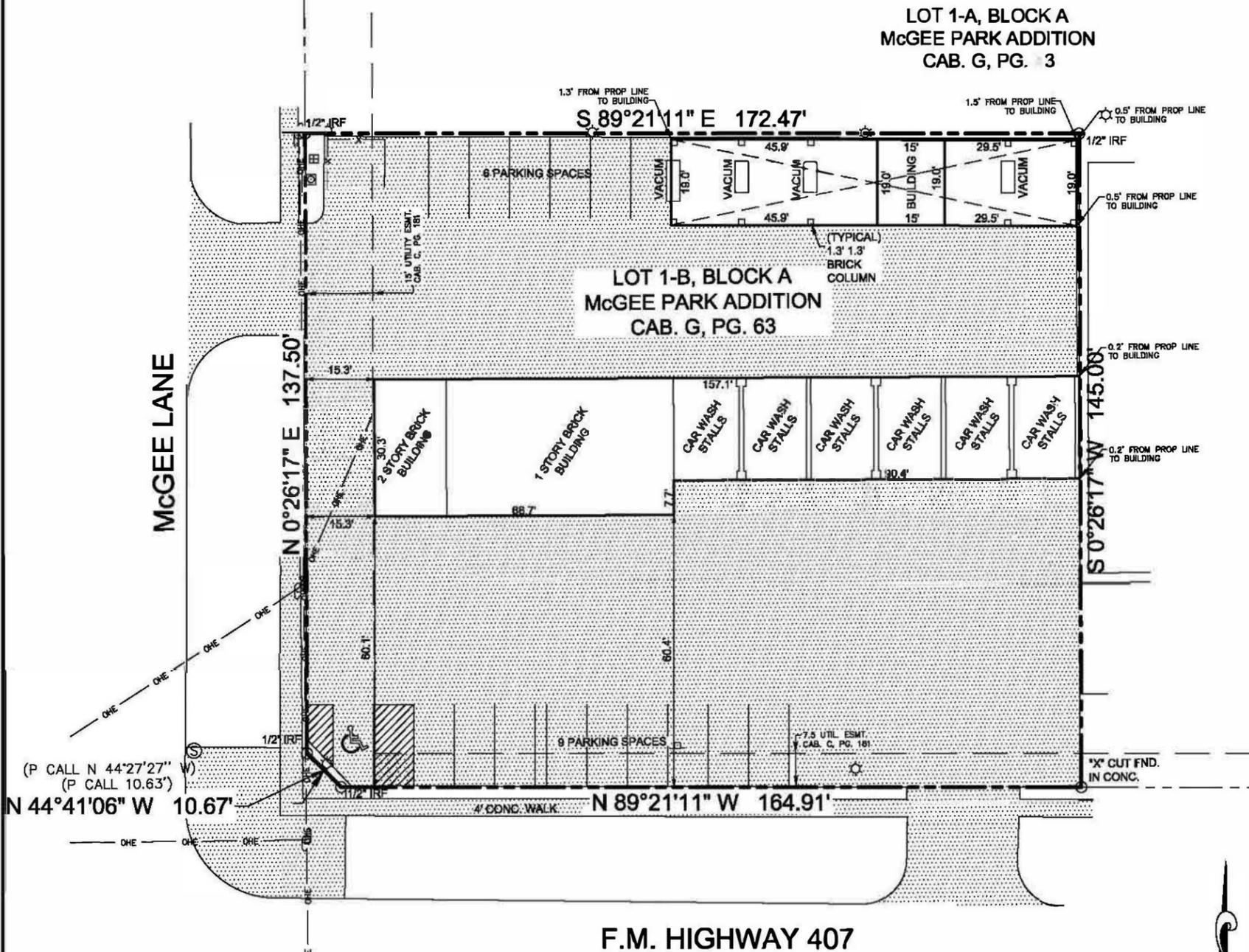
Thence North $00^{\circ} - 26' - 17''$ East a distance of 137.50 feet to a point;

Thence South $89^{\circ} - 21' - 11''$ East a distance of 172.47 feet to a point;

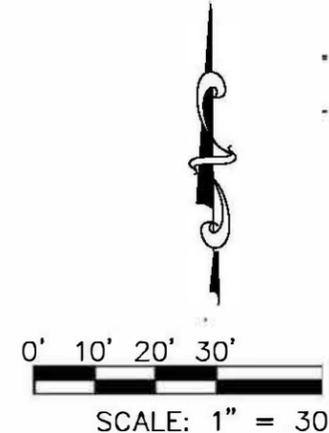
Thence South $00^{\circ} - 21' - 17''$ West a distance of 145.00 feet to a point, said point being in the existing north right-of-way line of F.M. Road 407;

Thence North $89^{\circ} - 21' - 11''$ West a distance of 164.91 feet to a point.

Thence North $44^{\circ} - 41' - 06''$ West a distance of 10.67 feet to POINT OF BEGINNING and containing 0.572 acres of land.



SURVEY Site Plan



OWNER INFORMATION INI, LLC Riyadh Hossainy Lewisville, Texas 75077 Voice: 972.841.6600 Fax: 888.746.8844		VICINITY MAP LOCATION 	
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 Survey with Metes and Bounds
RGM ARCHITECTS Contact: Ralph Martinez 2001 N. LAMAR STREET, SUITE 280 DALLAS, TEXAS 75202 VOICE - 214.563.6690 WWW.RGMARCHITECTS.COM			SHEET NUMBER SUR-1
SPECIAL USE PERMIT FOR KWIK KAR LUBE AND AUTO REPAIR 299 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			

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

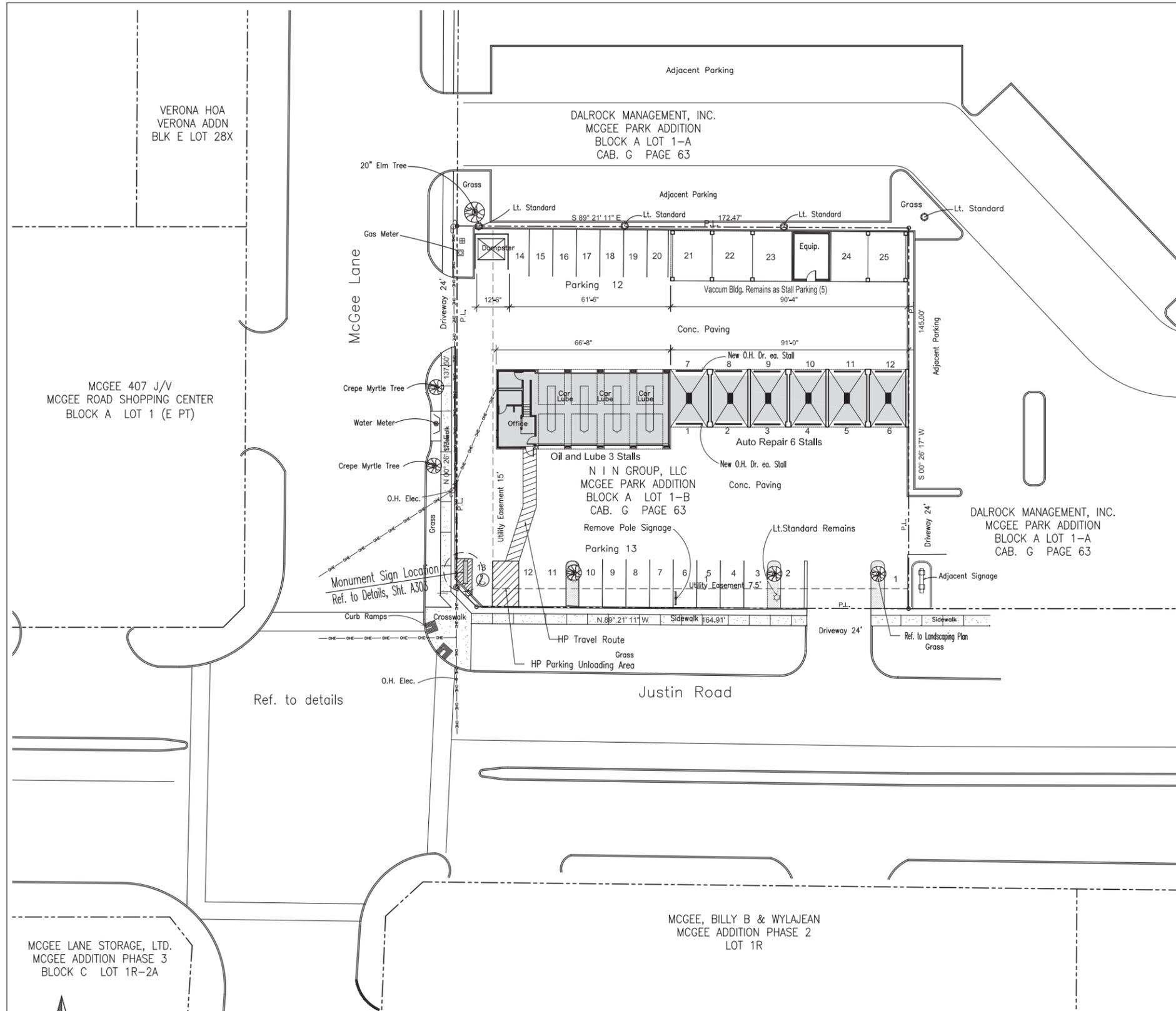
The existing north building is currently used as a car vaccum facility. The building accommodates 5 cars in 5 existing open-air stalls. We propose to remove the existing car vaccum stations and repair floor slab to make smooth surfaces to accommodate parking as proposed.

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 Car 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

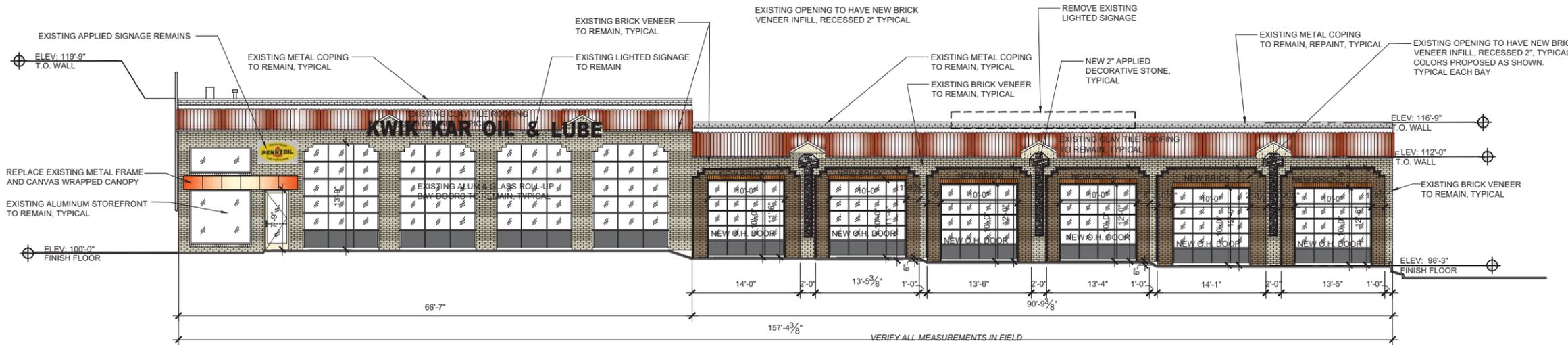


Development Plan

OWNER INFORMATION INI, LLC Riyadh Hossainy Lewisville, Texas 75077 Voice: 972.841.6600 Fax: 888.746.8844		VICINITY MAP LOCATION
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
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 RGM ARCHITECTS 2001 N. LAMAR STREET, SUITE 280 DALLAS, TEXAS 75202 VOICE - 214.563.8690 WWW.RGMARCHITECTS.COM	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
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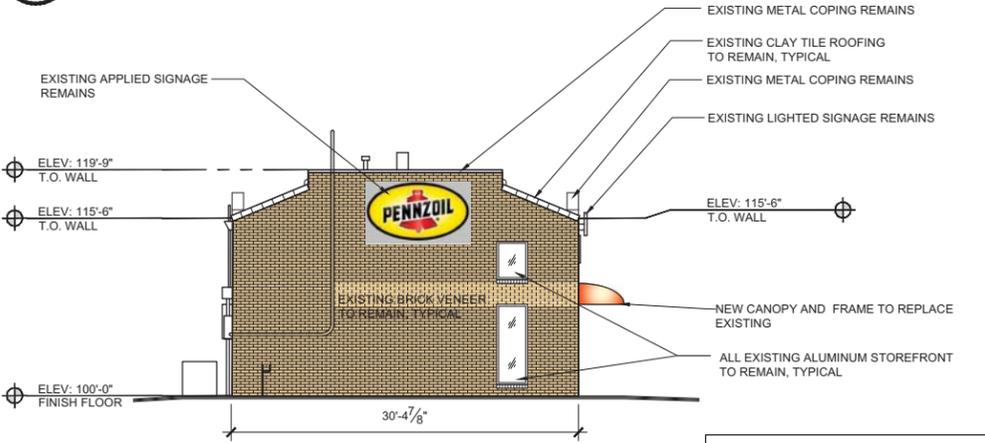
SOUTH BUILDING FACADE	
FRONT (SOUTH) BUILDING ELEVATION FACADE	2,271 S.F.
WINDOW AND DOORS AREA	- 1,241 S.F.
REMAINING FACADE	1,035 S.F.
PERCENTAGE OF REMAINING FACADE MASONRY	100

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

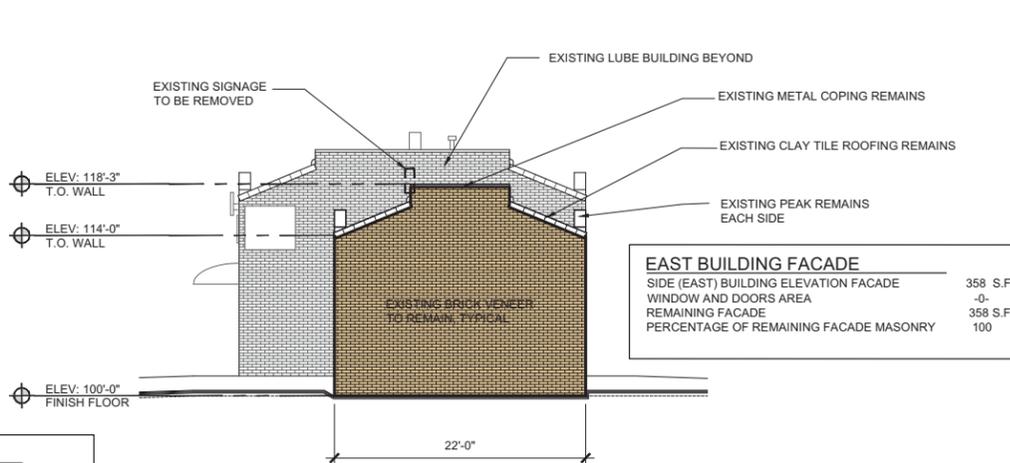


02 PROPOSED REAR NORTH ELEVATION - AUTO OIL AND LUBE AND GENERAL REPAIR BLDG - NEW COLORS PROPOSED AS SHOWN
SCALE: 1/8" = 1'-0"



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

03 PROP SIDE WEST ELEV - AUTO OIL AND LUBE BLDG
SCALE: 1/8" = 1'-0"



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

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



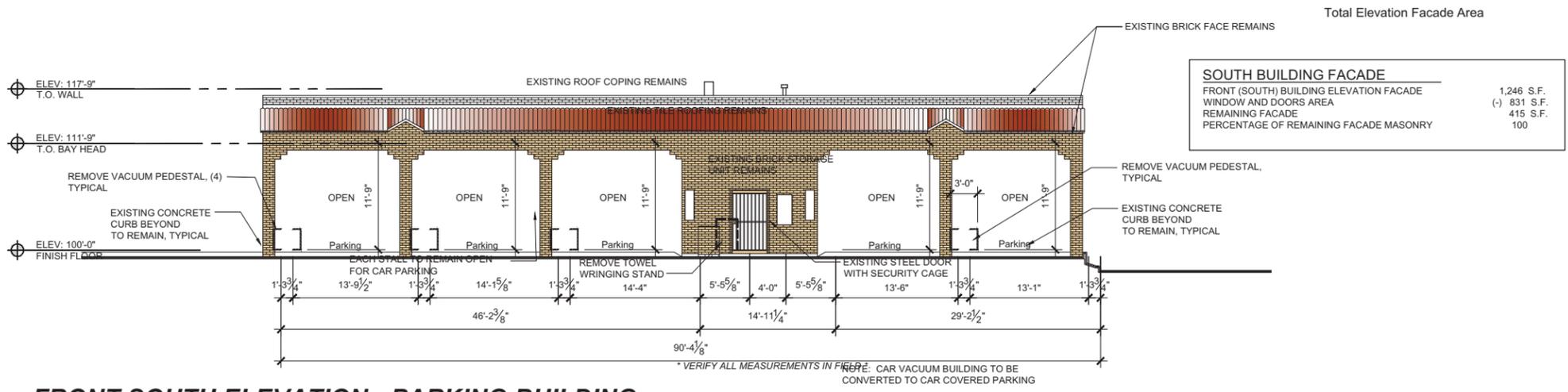
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SHEET TITLE
PROPOSED BUILDING ELEVATIONS

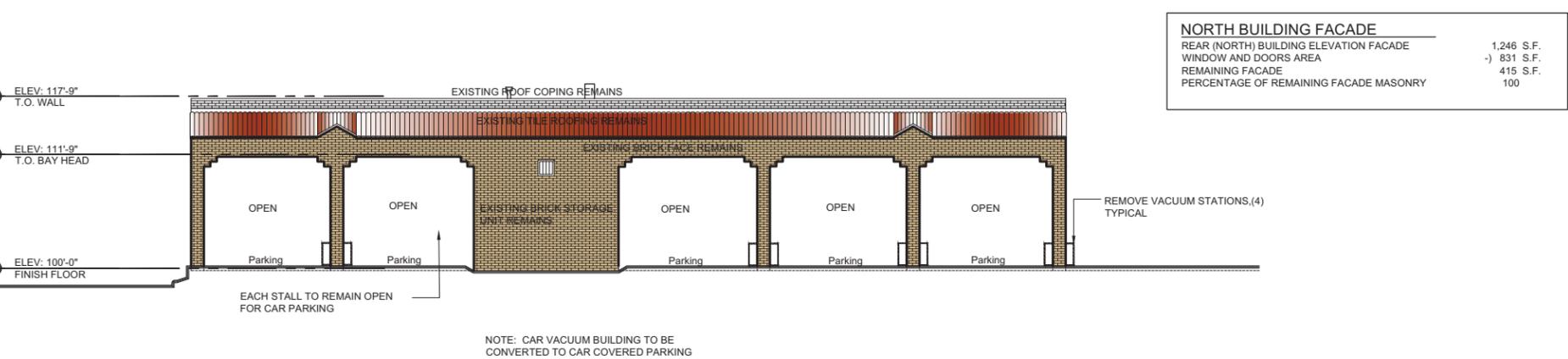


KWIK KAR LUBE AND AUTO REPAIR
1299 Justin Road (F.M.407)
Lot 1-B, Block A, McGee Park Addition
City of Lewisville, Denton County, Texas
0.5734 Acres
Zoned LI - Light Industrial

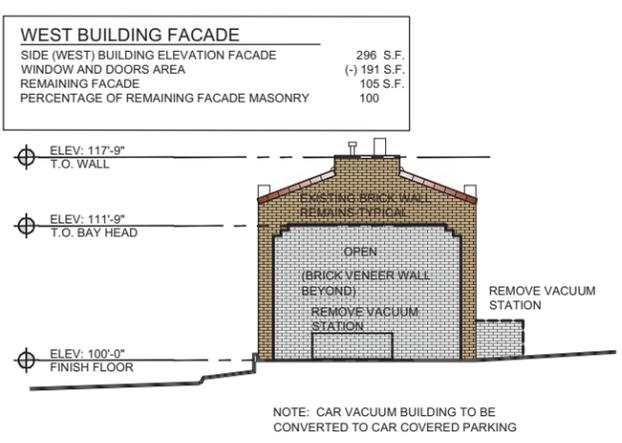
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A302



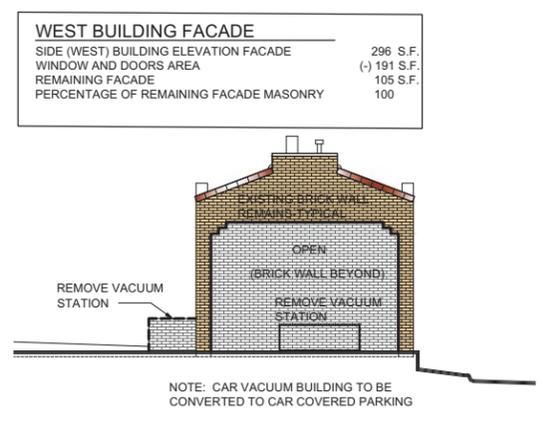
01 FRONT SOUTH ELEVATION - PARKING BUILDING
SCALE: 1/8" = 1'-0"



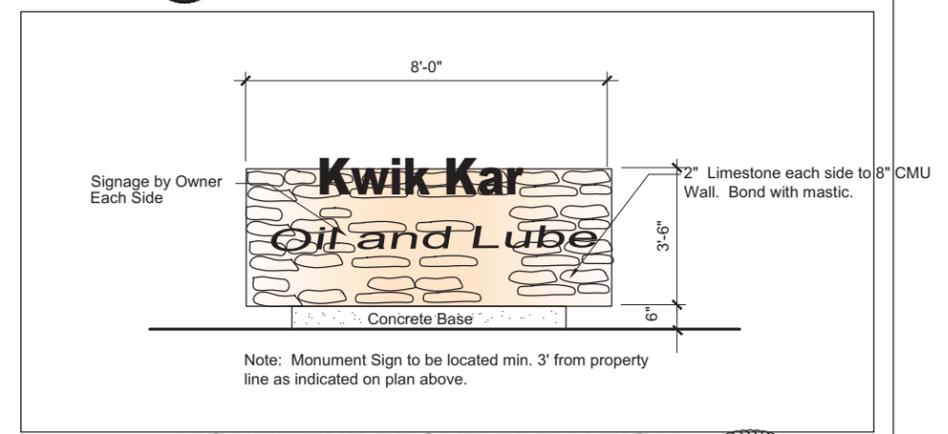
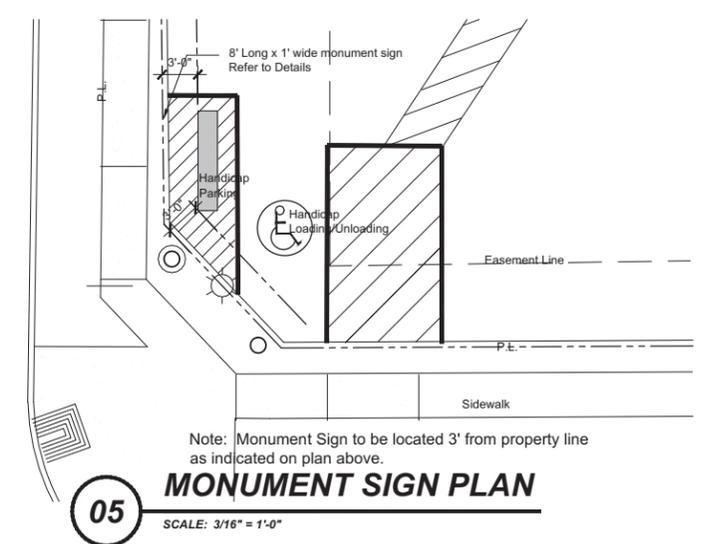
02 REAR NORTH ELEVATION - PARKING BUILDING
SCALE: 1/8" = 1'-0"



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



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



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	

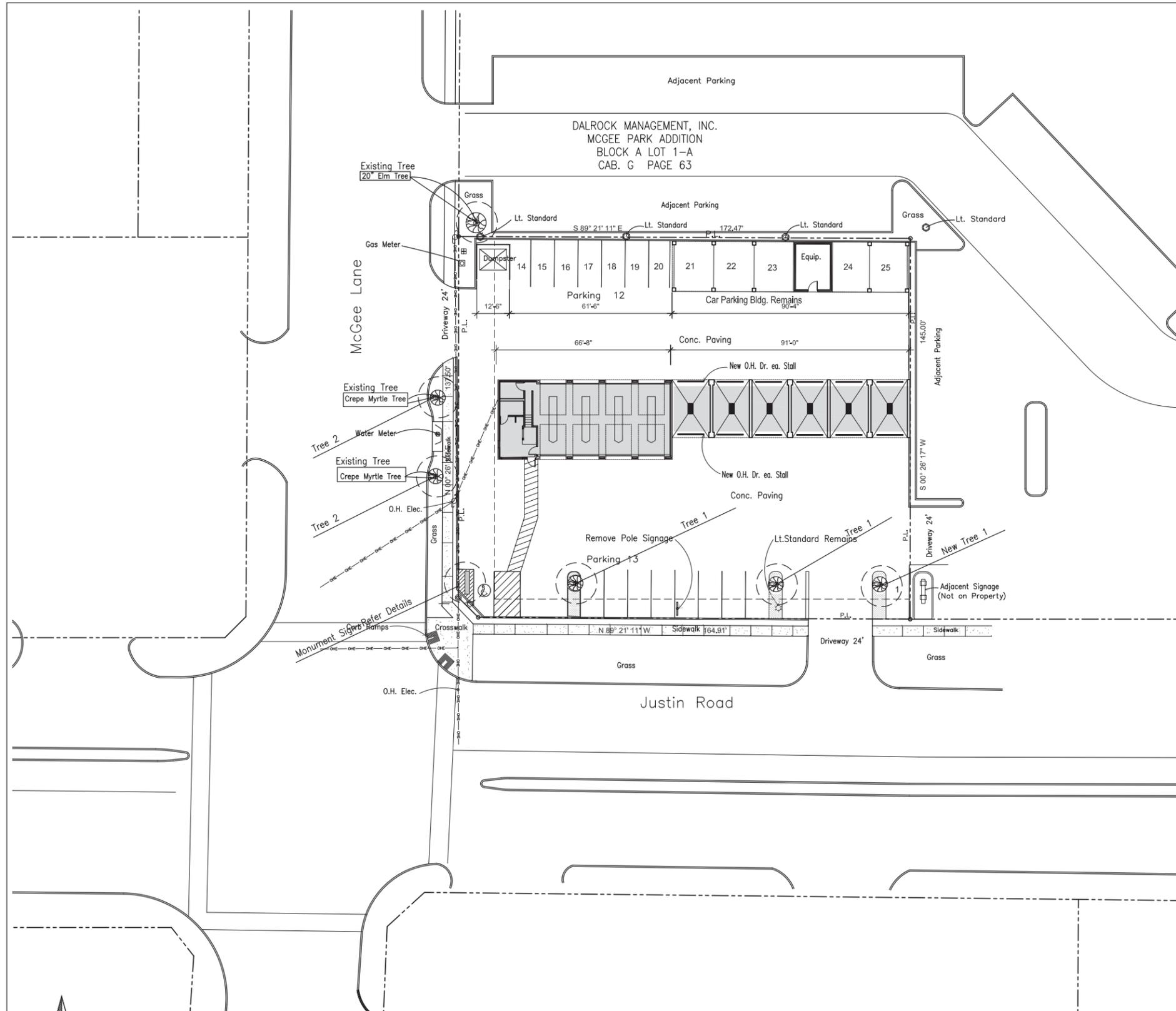
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SHEET TITLE
PROPOSED BUILDING ELEVATIONS



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
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, City Manager
FROM: Richard E. Luedke, Planning Director
DATE: April 2, 2018
SUBJECT: **Public Hearing: Consideration of an ordinance Granting a Special Use Permit for a Residential Accessory Dwelling Unit Exceeding 500 Square Feet on Approximately 0.8793 Acres, Legally Described as Lot 6, Block A , Holly Lane Addition, Located at 1098 Holly Lane and Zoned Single Family Residential District (R-12); as Requested by Andrew J. & Sue E. Spyhalski, the Property Owners (Case No. SUP-2018-03-05).**

BACKGROUND

Andrew and Sue Spyhalski are proposing to build a residential accessory dwelling unit on their property. Residential accessory dwelling units are allowed on lots that exceed 18,000 square feet and require a Special Use Permit (SUP). Furthermore, accessory structures that exceed 500 square feet also require an SUP. The Planning and Zoning Commission recommended unanimous approval (5-0) of the requested SUP on March 6, 2018. A Zoning Board of Adjustment variance for the height of the structure was granted on March 28, 2018, their decision regarding the height variance is final and there is no action for Council to take regarding the height.

ANALYSIS

Site

The proposed residential accessory dwelling unit will be built as an addition to an existing detached garage, which is located on the southeast corner of the lot. The proposed accessory dwelling unit and detached garage will have a combined area of 2,052 square feet. The proposed site is zoned Residential District R-12 and allows for a maximum 30% lot coverage. The total lot coverage of all buildings, including the proposed accessory dwelling unit, is 5,499 square feet, or 15% of the total lot.

Building

The proposed accessory dwelling unit will feature a primarily rectangular building foot print with a small awning protruding above the main entrance. The building materials will match the existing detached garage. These materials include brown brick on the front northern elevation, and vinyl siding on the side and rear elevations.

Variance

One Zoning Board of Adjustment variance was requested in conjunction with this SUP. The existing garage has a height of thirteen feet and eight inches which the proposed addition would match. This height exceeds the twelve-foot height limit set forth in the Zoning Ordinance. The variance requested is to allow the maximum height of the

residential accessory building to exceed twelve feet. The Zoning Board of Adjustment (ZBOA) granted this variance on March 28, 2018.

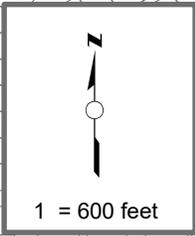
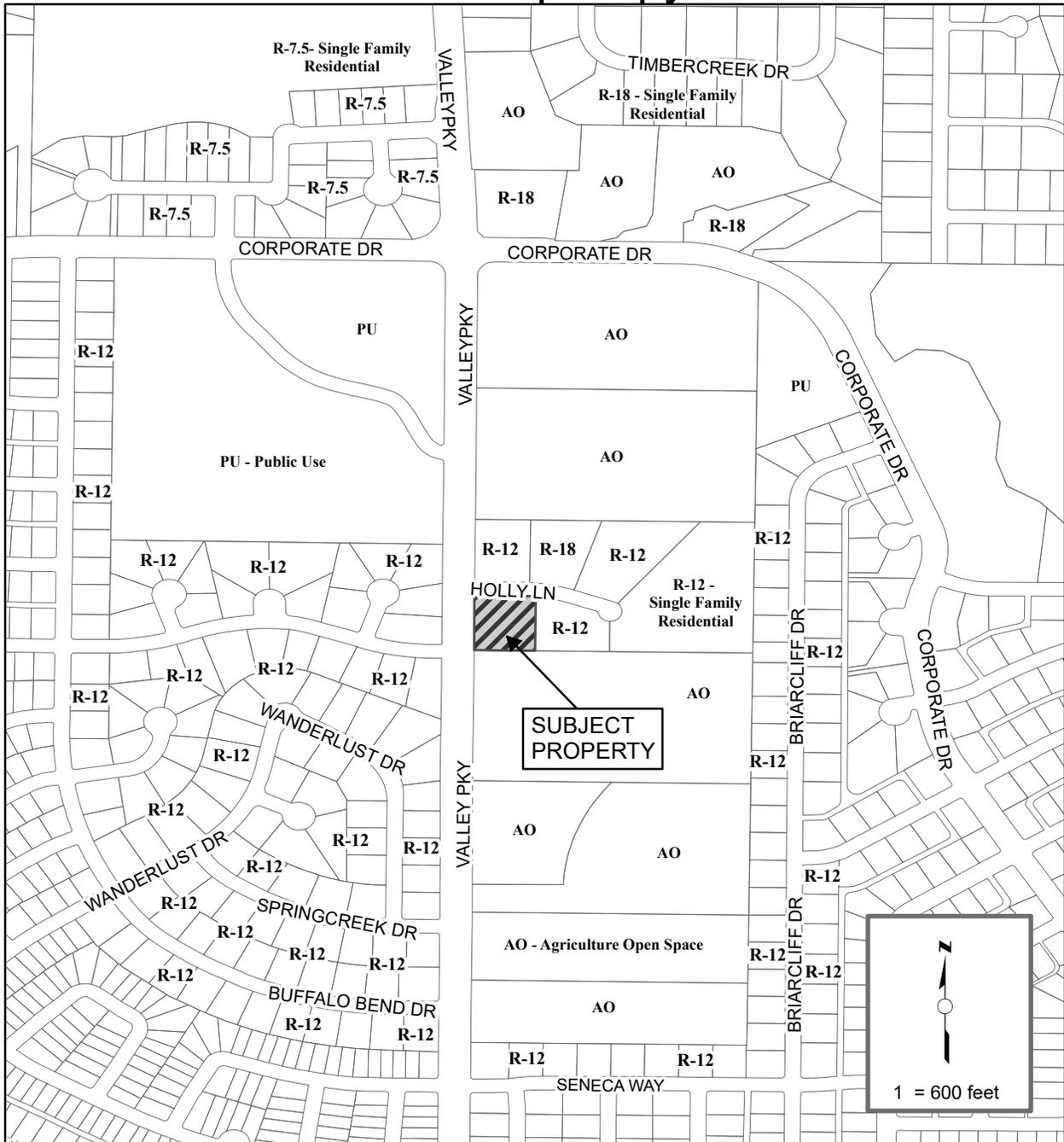
Summary

The applicants are proposing to add an accessory dwelling unit to their already existing detached garage. The proposed accessory building will feature building materials that match the existing detached garage. It conforms to the lot coverage requirements set forth by zoning, but required a variance for its height.

RECOMMENDATION

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

Location Map - Spyhalski



CASE NO. SUP-2018-03-05

PROPERTY OWNER: ANDREW J. & SUE E. SPYHALSKI

APPLICANT NAME: ANDREW J. & SUE E. SPYHALSKI

PROPERTY LOCATION: 1098 HOLLY LN. (0.8793-ACRES)

CURRENT ZONING: SINGLE FAMILY RESIDENTIAL DISTRICT (R-12)

REQUESTED USE: SPECIAL USE PERMIT FOR A RESIDENTIAL ACCESSORY DWELLING UNIT AND THAT RESIDENTIAL ACCESSORY DWELLING UNIT TO EXCEED 500 SQ. FT.

Aerial Map - Spyhalski



**MINUTES
PLANNING AND ZONING COMMISSION
MARCH 06, 2018**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 7:15 pm. Members present: William Meredith, John Lyng, MaryEllen Miksa, Kristin Green, Alvin Turner and James Davis. Member Karen Locke was absent.

Staff members present: Richard Luedke, Planning Director; Jonathan Beckham, Planner.

Item 4:

Public Hearing Zoning & Special Use Permits were next on the agenda. There was one item for consideration:

- A. **Public Hearing:** Consideration of a Special Use Permit for a Residential Accessory Dwelling Unit and for that Residential Accessory Dwelling Unit to Exceed 500 square feet; on Approximately 0.8793 Acres, Legally Described as Lot 6, Block A of the Holly Lane Addition, Located at 1098 Holly Lane; as Requested by Andrew J. & Sue E. Spyhalski, the Property Owners. (Case No. SUP-2018-03-05)

Staff gave a brief overview of the proposed special use permit request and recommended approval. The applicant was present and available to answer questions. 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 MaryEllen Miksa to recommend approval of the special use permit request. The motion was seconded by John Lyng. The motion passed unanimously (6-0). Staff indicated that this item would appear before the City Council on April 2nd for a second public hearing and a final decision.

SECTION 17-8. - "R-12" SINGLE FAMILY RESIDENTIAL DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family dwellings.
 - (2) Church worship facilities.
 - (3) Buildings and uses owned or operated by public governmental agencies.
 - (4) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement (indoor or outdoor).
 - (5) Farms, nurseries or truck gardens, limited to the propagation and cultivation of plants, provided no retail or wholesale business is conducted on the premises, and provided further that no poultry or livestock other than household pets shall not be located closer to any property line than allowed by city's animal control ordinances.
 - (6) Real estate sales offices during the development of residential subdivisions, but not to exceed two (2) years.
 - (7) Schools, private, with full curriculum accredited by the State of Texas equivalent to that of a public elementary or high school.
 - (8) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (9) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, not involving the conduct of a retail business except as provided herein and for home occupations as defined by this ordinance.
 - (10) A detached private garage with or without storeroom and/or utility room shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
 - (11) A carport shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
 - (12) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (13) Gas and oil drilling accessory uses (SUP required).
 - (14) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
- (b) *Height.* No building shall exceed thirty-five (35) feet or two and one-half (2-1/2) stories in height.
- (c) *Area.*
- (1) *Size of yards.*
 - a. *Front yard.* There shall be a front yard having a depth of not less than thirty (30) feet. Where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets.
 - b. *Side yard.* There shall be a side yard on each side of the lot having a width of not less than ten percent (10%) of the lot width. A side yard adjacent to a side street shall not be less than fifteen (15) feet. No side yard for allowable non-residential uses shall be less than twenty-five (25) feet. In no case shall the minimum side yard setback be less than ten (10) feet.
 - c. *Rear yard.* There shall be a rear yard having a depth of not less than twenty-five (25) feet if there is no rear entry from an alley, and a depth of not less than thirty-five (35) feet if there is rear entry from an alley.
 - (2) *Size of lot.*
 - a. *Lot area.* No building shall be constructed on any lot of less than twelve thousand (12,000) square feet.
 - b. *Lot width.* The minimum width of the lot shall not be less than one hundred (100) feet at the required front and rear building setback lines. The minimum width at the front property line shall be fifty (50) feet.

- c. [Exception] Where a lot having less area or width than herein required existed in separate ownership upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a one-family dwelling thereon.
- (3) *Minimum dwelling size.* The minimum floor area of any dwelling shall be two thousand (2,000) square feet, exclusive of garages, breezeways and porches.
- (4) *Lot coverage.* In no case shall more than thirty percent (30%) of the total lot area be covered by the combined area of the main buildings and accessory buildings.

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
Clear Roads. Bright Wings. Bright Future.

**SPECIAL USE PERMIT (SUP)
APPLICATION**

Owner/s (name): <u>ANDREW JAMES SPYHALSKI Sue Spyhalski</u>	
Company Name: <u>N/A</u>	
Mailing Address: <u>1098 HOLLY LANE, LEWISVILLE, TX 75067</u>	
Work #: <u>469-766-1670</u>	Cell #: <u>469-763-5024</u>
E-Mail: <u>spyhalski0124@gmail.com</u>	
Owner Signature: <u>[Signature]</u> (Owner/s Must Sign or Submit Letter of Authorization):	Date: <u>12/14/17</u>
Printed Name: <u>ANDREW J. SPYHALSKI Sue Spyhalski</u>	

Applicant/Agent (name): <u>SAME AS ABOVE</u>	
Company Name:	
Mailing Address:	
Work #:	Cell #:
E-Mail:	
Applicant/Agent Signature	Date:
Printed Name:	

Current Zoning: <u>R-12</u>	Requested Zoning: <u>R-12 w/ SUP</u>	Acres: <u>0.8793</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>Lot 6, Block A, Holly Lane Add'n</u>		
Address/Location: <u>1098 Holly Lane</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>35.00</u>
---------------	--	-----------------

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>
---	------------------

Please add the reason you need a SUP:

- to allow a residential accessory dwelling unit
- to allow a residential accessory unit with an area exceeding 500 square feet.



LEWISVILLE

City of Lewisville, Texas

REQUIRED:

Fully describe the plans for the property

Adding a 575 sq. foot shop and a 760 sq. foot mother-in-law quarter to an existing detached garage. I have the room and need a shop to build wood working projects primarily for my Grandchildren and I enjoy the hobby so I planned to use the additional acreage I have to build on. The living quarters are only being built to accommodate my Mother or Mother-in-law should they need a place to live as they age and may need my assistance, along with providing a place for my children to stay when they visit from Tennessee and Ohio. We will make very attempt to make the new structure aestatically pleasing and to be uniform with my existing home and detached garage.

Meets & Bounds description of the property required

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 RESIDENTIAL ACCESSORY DWELLING UNIT EXCEEDING 500 SQUARE FEET, ON APPROXIMATELY 0.879 ACRES, LEGALLY DESCRIBED AS LOT 6, BLOCK A, HOLLY LANE ADDITION, LOCATED AT 1098 HOLLY LANE AND ZONED R-12 SINGLE FAMILY RESIDENTIAL DISTRICT (R-12); 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 residential accessory dwelling exceeding 500 square feet 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 0.879-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 for a residential accessory dwelling unit exceeding 500 square feet on the Property, which is zoned R-12 Single Family Residential District (R-12).

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

1. in compliance with the narrative, site plan, and building elevations, 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 2ND DAY OF APRIL, 2018.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Property Description

ORDINANCE NO. _____

Page 6

Exhibit B
Narrative
Site Plan
Building Elevations

Revision:

NARRATIVE

Special Use Permit

1098 Holly Lane

Lewisville, TX 75067

Fully describe the plans for the property:

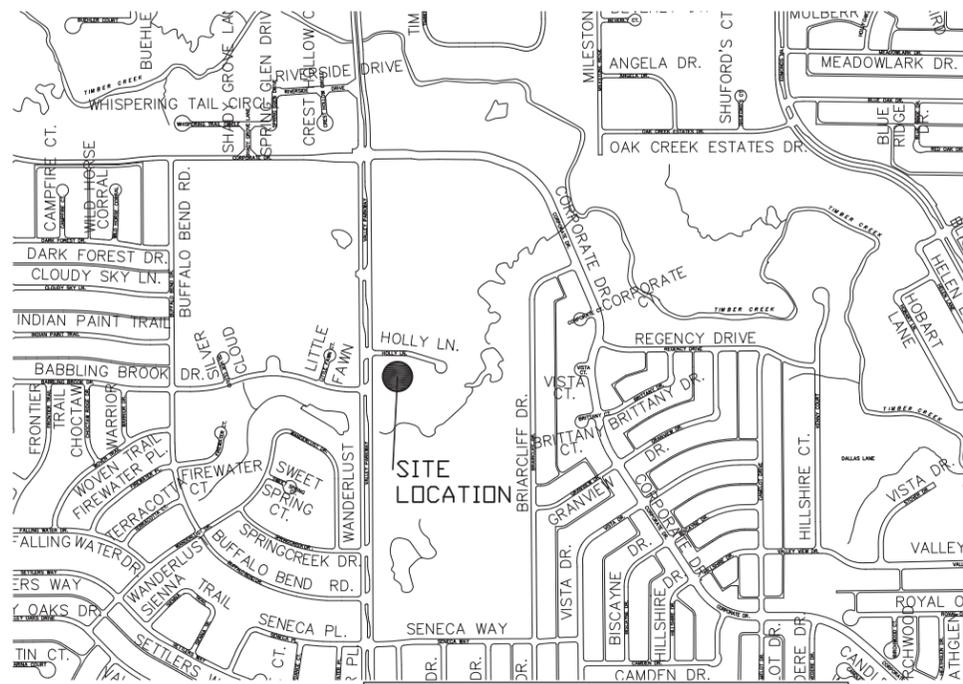
- To allow a residential accessory unit with an area exceeding 500 square feet

- Adding a 575 sq. foot shop and a 760 sq. foot mother-in-law quarter to an existing detached garage. I have the room and need a shop to build wood working projects for my Grandchildren and I enjoy the hobby so I planned to use the additional acreage I own to build on. The living quarters are only being built to accommodate my Mother or Mother-in-law should they need a place to live as they age and may need my assistance, along with providing a place for my Children and Grandchildren to stay when they visit from Tennessee and Ohio.

- Meets & Bounds description of the property required.

Andrew Spyhalski

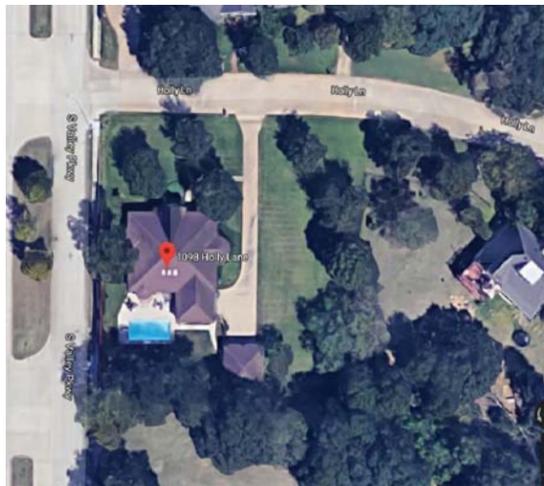
SITE PLAN



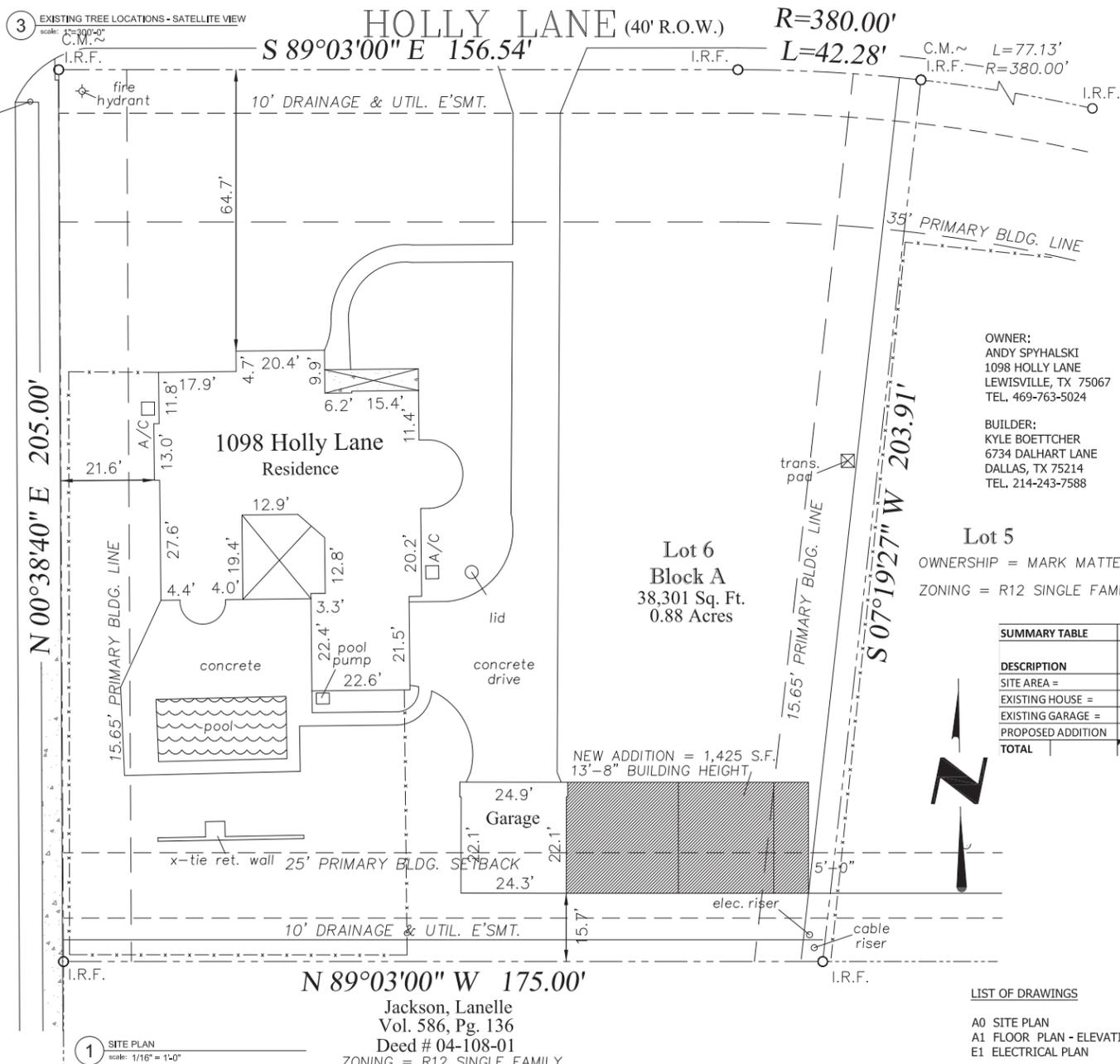
2 LOCATION MAP
 scale: 1"=1,000'-0"

1. THE CONTRACTOR SHALL VISIT THE PROJECT SITE, INVESTIGATE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO BIDDING THE PROJECT. ADDITIONAL COSTS WILL NOT BE AWARDED FOR EXISTING CONDITIONS WHICH ARE VISIBLE AND/OR CAN BE REASONABLY ANTICIPATED.
2. THE GC IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, SITE GRADES, ETC. PRIOR TO CONSTRUCTION. NOTIFY THE ARCHITECT ON ANY DISCREPANCIES THAT COULD AFFECT THE DESIGN AND COMPLETION OF THE PROJECT. BUILDING LAYOUT SHALL BE VERIFIED BY A LICENSED SURVEYOR.
3. ALL CONSTRUCTION SHALL COMPLY WITH ALL CITY AND STATE CODES AND STANDARDS.
4. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE WORK OF ALL UTILITY COMPANIES AND PERFORMING ALL WORK REQUIRED BY THEM.
5. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THE PROPER COMPACTION OF ALL UTILITY COMPANY TRENCHES.
6. DIMENSIONS ARE PROVIDED FOR THE LOCATION OF PROJECT ELEMENTS. DRAWINGS SHALL NOT BE SCALED.
7. AS REQUIRED BY THE IRC/RICHARDSON BUILDING CODE THE CONTRACTOR SHALL PERMANENTLY IDENTIFY ANY WALL OR ASSEMBLY REQUIRED TO HAVE PROTECTED OPENINGS. THIS INCLUDES ALL FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS AND SMOKE BARRIERS. IDENTIFICATION SHALL BE ACHIEVED BY SIGN OR STENCILING AT SIZES AND LOCATIONS REQUIRED BY CODE.
8. ALL PENETRATIONS AT GYPSUM BOARD PARTITION WALLS ARE TO BE THOROUGHLY SEALED IN A MANNER APPROPRIATE TO THE WALL TYPE THAT IS BEING PENETRATED, I.E. WEATHER TIGHT, ACOUSTICAL, NON-RATED, AND FIRE RATED. EXPOSED GYPSUM BOARD IS TO BE SEALED, TAPED AND FLOATED FOR BEST QUALITY APPEARANCE.
9. PROVIDE ADEQUATE BLOCKING AS REQUIRED IN WALLS AND ROOF STRUCTURE TO SUPPORT ELECTRIC WATER COOLER, LAUNDRY, SINK, TOILET FIXTURES AND ACCESSORIES, GRAB BARS, ELECTRICAL PANELS, ACCESS ROOF LADDER, HANDRAILS, ETC.
10. MOUNTING HEIGHTS: WHERE MOUNTING HEIGHTS ARE NOT INDICATED, INSTALL COMPONENTS AT MOUNTING HEIGHTS REQUIRED BY THE MOST RECENTS ISSUE OF THE TEXAS ACCESSIBILITY STANDARDS FOR ANY PARTICULAR APPLICATION INDICATED. REFER ANY QUESTIONABLE MOUNTING HEIGHT DECISIONS TO THE OWNER FOR FINAL DECISION.
13. PRIOR TO LAYING OUT AND FRAMING WALLS VERIFY THERE IS SUFFICIENT SPACE FOR ALL PLUMBING FIXTURES, EQUIPMENT, APPLIANCES AND ELECTRICAL FIXTURES WITH THE MANUFACTURER'S CUT SHEETS. CONFIRM THERE SUFFICIENT SPACE FOR THE OPERATION OF ALL EQUIPMENT INCLUDING DOOR SWINGS AND THROW AS WELL AS REQUIRED CLEAR SPACE FOR VENTILATION, ETC.
14. WINDOWS WITH A SILL MORE THAN 6'-0" ABOVE THE ADJACENT EXTERIOR GRADE SHALL HAVE THEIR SILL SET AT A MINIMUM OF 2'-0" ABOVE THE FINISHED FLOOR OR HAVE HARDWARE MEETING SECTION R312 REQUIREMENTS.
15. THE GC SHALL VERIFY SIZE, LOCATION, AND CHARACTERISTICS OF ALL WORK AND EQUIPMENT TO BE PROVIDED BY OWNER OR OTHERS WITH THE MANUFACTURER OR SUPPLIER BEFORE WORK IS STARTED.
16. ERRORS OR OMISSIONS IN SCHEDULES SUCH AS ROOM FINISH, DOOR, WINDOW, ETC. DO NOT RELIEVE THE GC FROM PERFORMING THE WORK AS SHOWN ON THE DRAWINGS OR CALLED FOR IN THE SPECIFICATIONS.
17. VERIFY ALL SIZE AND LOCATIONS FOR FOR ALL OPENINGS FOR MECHANICAL, ELECTRICAL AND PLUMBING WORK WITH THE TRADES INVOLVED. COORDINATE LOCATIONS NOT INDICATED ON DRAWINGS WITH DESIGN TEAM AND OWNER.
18. PRIOR TO CONSTRUCTING STAIRS AND OTHER ELEMENTS THE CONTRACTOR SHALL VERIFY THE BUILT FLOOR TO FLOOR CONDITION IN THE FIELD. CONTRACTOR SHALL CONFIRM WITH THE OWNER FINISHED FLOOR MATERIALS AND TAKE THEIR THICKNESS INTO ACCOUNT WHEN DETERMINING RISER AND TREAD DIMENSIONS. RISERS SHALL BE NO TALLER THAN 7.5".
19. PRIOR TO LAYING OUT AND FRAMING WALLS VERIFY THERE IS SUFFICIENT SPACE FOR ALL PLUMBING FIXTURES, EQUIPMENT, APPLIANCES AND ELECTRICAL FIXTURES WITH THE MANUFACTURER'S CUT SHEETS. CONFIRM THERE SUFFICIENT SPACE FOR THE OPERATION OF ALL EQUIPMENT INCLUDING DOOR SWINGS AND THROW AS WELL AS REQUIRED CLEAR SPACE FOR VENTILATION, ETC.
20. PRIOR TO ELECTRICAL AND PLUMBING ROUGH-IN, THE CONTRACTOR SHALL CONFIRM REQUIRED LOCATIONS FOR THESE SERVICES WITH CUTSHEETS FOR THE FIXTURES, APPLIANCES AND EQUIPMENT THAT WILL BE INSTALLED.
21. PRIOR TO ORDERING ANY CABINETS, FIXTURES, EQUIPMENT, APPLIANCES, WINDOWS OR DOORS THE CONTRACTOR SHALL REVIEW WHAT IS TO BE ORDERED WITH THE CLIENT. THIS INCLUDES BUT IS NOT LIMITED TO SIZES, MODEL NUMBERS, CUT SHEETS, BROCHURES, SHOP DRAWINGS, FINISHES, OPERABILITY (ESP WITH REGARD TO WINDOWS AND DOORS), DIRECTION OF SWINGS OR SLIDE, HARDWARE, ETC.
22. ALL SHOWER PANS SHALL BE RECESSED INTO THE SLAB OR THE FLOORING SYSTEM SUCH THAT THEY HAVE A THRESHOLD FLUSH WITH THE GENERAL TILE FLOORING IN THE BATHROOM. EXTEND WATERPROOF MEMBRANE FOR SHOWER 2'-0" BEYOND THE DRAWN EXTENT OF SHOWER TO ACCOUNT FOR WATER SPLASHING BEYOND SHOWER.

VALLEY PARKWAY
 (VARIABLE WIDTH R.O.W.)



3 EXISTING TREE LOCATIONS - SATELLITE VIEW
 scale: 1"=300'-0"



ARCHITECTURAL GENERAL NOTES

1. PLAN DIMENSIONS ARE TO THE FACE OF FINISH, UNLESS NOTED OTHERWISE SUCH AS TO FACE OF MASONRY (MASRY) OR BRICK. DIMENSIONS TO DOORS ARE TO THE FACE OF THE OPENING AND NOT OUTSIDE OF FRAME. DOORS MARKED WITH "FLUSH" ARE TO BE LOCATED SO THAT THE OPENING IS FLUSH WITH THE INDICATED WALL. WINDOWS NOT DIMENSIONED ARE TO BE LOCATED CENTERED WITHIN THE INDICATED OPENING.
2. U.N.O. ALL NEW WALLS TO RECEIVE 1/2" GYP BD SHEATHING EXCEPT IN INTERIOR WET LOCATIONS. INTERIOR WET LOCATIONS TO RECEIVE TILE ON 1/2" CEMENTITIOUS TILE BACKER OVER #15 TAR PAPER. ALL SHEATHING IN INTERIOR DAMP LOCATIONS SHALL RECEIVE WATER RESISTANT GYP BD.
3. PRIOR TO THE PURCHASE OF ANY PLUMBING FIXTURES OR APPLIANCES REFER TO THE DALLAS GREEN CODE PHASE 2 TO CONFIRM THAT FIXTURE/APPLIANCE WILL MEET ALL FLOW RATE/WATER USAGE AND ENERGY EFFICIENCY REQUIREMENTS.
5. U.N.O. EXTERIOR WALLS ARE 2X4 STUD WALLS WITH CONTINUOUS SHEATHING (CONFIRM WITH STRUCTURAL DWGS). U.N.O. INTERIOR WALLS ARE 2X4 WOOD STUD WALLS WITH 1/2" GYP BD BOTH SIDES EXCEPT IN WET AND DAMP LOCATIONS.
4. CONTRACTOR SHALL VERIFY THAT THERE IS SUFFICIENT SPACE FOR THE INSTALLATION OF GARAGE DOORS AT GARAGE END RETURN WALLS PRIOR TO POURING THE FOUNDATION. IF NECESSARY CHANGE OPENING AND CONCRETE POUR AS NECESSARY FOR NEXT SMALLER GARAGE DOOR.
5. MAINTAIN MINIMUM OF 24" CLEAR IN FRONT OF TOILETS. SELECT TOILET FIXTURES SUCH THAT DISTANCE FROM EDGE OF TOILET TO WALL IS MINIMUM OF 2'-0" ESPECIALLY IN BATHROOM LESS THAN 5'-0" WIDE.
6. AT ALL ENCLOSED STAIRS WITH ACCESS TO SPACE BENEATH STAIRS INSTALL 5/8" TYPE X GYP BD AT UNDERSIDE OF STAIRS AND SMOKE AND FIRE BLOCK AS REQUIRED BY CODE.
7. ALL CEILINGS AT GARAGES SHALL BE COVERED WITH 5/8" TYPE X GYPBD. WALLS AT GARAGES MAY USE 1/2" GYPBD.
8. PRIOR TO REMOVAL OF WALLS, REMOVE FINISH TO EXPOSE STRUCTURE. EVALUATE LOAD BEARING ELEMENTS AND SUPPORT ALL STRUCTURE ABOVE PRIOR TO REMOVAL OF SUPPORTING ELEMENTS. IF NECESSARY, EMPLOY THE SERVICES OF A STRUCTURAL ENGINEER.

parmadesign
 1712 south akard street
 dallas, tx 75215
 214 769 0318

REGISTERED ARCHITECT
 STATE OF TEXAS
 1/08/2018

SPECIAL USE PERMIT FOR
 SPYHALSKI GARAGE ADDITION
 HOLLY LANE ADDITION
 BLOCK A, LOT 6
 0.88 ACRES
 ZONED: R12

SPYHALSKI RESIDENCE
GARAGE ADDITION

LOT 6
 BLOCK A
 1098 HOLLY LANE
 LEWISVILLE, TEXAS 75067

PROJECT # 17061

DRAWING NAME:
 SITE PLAN

SCALE:
 AS NOTED

DATE:
 JANUARY 8, 2018



MEMORANDUM

TO: Donna Barron, City Manager

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

FROM: Francis Mascarenhas, Internal Services Manager

DATE: March 12, 2018

SUBJECT: **Approval of Bid Awards for HVAC Repair Annual Requirement Agreements to Denali CS, Carrollton, Texas (Primary Contractor) and Berger Engineering Company, Dallas, Texas (Secondary Contractor); and Authorization for the City Manager to Execute the Agreements.**

BACKGROUND

The Public Services Facilities Division coordinates HVAC repairs for all City buildings throughout the year. Due to the nature of these repairs and age of some of the units, material costs are unknown, and work is predicated upon equipment failure. HVAC preventative maintenance checks and services are performed by Facilities Division staff.

The Facilities Division has utilized this method of contracting for several years. The previous contract was set up with 3D Mechanical as the primary vendor, and EEC Environmental Services as the secondary vendor. This existing contract expired on January 25, 2018. Since the expiration of this existing contract, Facilities has utilized a competitive bidding process for some of the HVAC repair work around the City facilities.

ANALYSIS

On February 2, 2018, four (4) bids were received for HVAC repair work. Since a contractor may not be able to respond to an equipment failure immediately, staff is recommending award of this contract using two (2) contractors, one as primary, and the other as secondary. In the event that the primary contractor cannot respond in a timely manner, the City will contact the secondary contractor. If neither of the contractors can respond, staff will then obtain quotes on the open market to complete the repairs.

Based on an estimated number of services, Denali CS, Carrollton, Texas was the low bidder, and Berger Engineering Company, Dallas, Texas was the second lowest bidder. Funding is available from account 101.09.310.4315, as well as other funding sources.

RECOMMENDATION

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

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: March 12, 2018

SUBJECT: **Approval of Bid Awards for Annual Requirements Contracts for HVAC Repairs to Denali CS, Carrollton, Texas (Primary Contractor) and Berger Engineering Company, Dallas, Texas (Secondary Contractor); and Authorization for the City Manager to Execute the Agreements.**

BACKGROUND

A bid invitation was created and posted on Bidsync.com January 12, 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. Specifications also stated the City would make two awards – one for primary vendor and one for secondary vendor, based on pricing received.

ANALYSIS

Sealed bids were due February 2, 2018 and four (4) bids were received. An evaluation of bids was performed, and it was determined that Denali CS submitted the lowest bid and, based on best value, is being recommended to be primary vendor. Berger Engineering Company submitted the second lowest bid and is being recommended to be secondary vendor.

When repairs are needed, staff will contact the primary vendor and see if they are able to make the repairs quickly. If the primary vendor is unable to make the repairs in the requested timeframe, the secondary vendor is contacted. If the secondary vendor is unable to make the repairs within the requested timeframe, staff will solicit bids in the open market.

RECOMMENDATION

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

**CITY OF LEWISVILLE
PURCHASING DIVISION
BID TABULATION
BID # 18-21-A
HVAC SERVICE AND REPAIRS**

PRIMARY VENDOR:

**DENALI CS
CARROLLTON, TEXAS \$ 8,240**

SECONDARY VENDOR:

**BERGER ENGINEERING COMPANY
DALLAS, TEXAS \$11,050**

**ABM BUILDING SERVICES, LLC
FORT WORTH, TEXAS \$12,220**

**DMI CORP. DECKER MECHANICAL
CEDAR HILL, TEXAS \$15,300**



LEWISVILLE
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ANNUAL REQUIREMENTS AGREEMENT

March 22, 2018

Berger Engineering Company
Attn: Mike Neill
10900 Shady Trail
Dallas, TX 75220

Re: HVAC Service and Repairs – Secondary Contractor
Bid #18-21-A

Dear Mr. Neill,

The City of Lewisville accepts your offer to provide HVAC Service and Repairs (Secondary Contractor) in accordance with the above referenced bid. The term of the agreement will be for twelve (12) months, with an option to extend up to two (2) additional twelve (12) month periods, subject to the approval of the contractor and the City. The agreement dates are as follows:

Begin: April 3, 2018
Expire: April 2, 2019

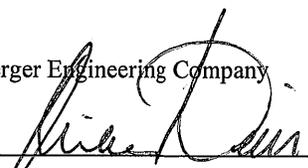
All Terms and Conditions as included in the original bid invitation and your offer will be enforced during the term(s) of the agreement.

Thank you for your interest in doing business with the City of Lewisville.

City of Lewisville

Donna Barron
City Manager

Berger Engineering Company



Mike Neill
Vice President

3/22/18



LEWISVILLE
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ANNUAL REQUIREMENTS AGREEMENT

March 22, 2018

Denali CS
Attn: Michelle Wiener
1707 Briercroft Court, Suite 100
Carrollton, TX 75006

Re: HVAC Service and Repairs – Primary Contractor
Bid #18-21-A

Dear Ms. Wiener,

The City of Lewisville accepts your offer to provide HVAC Service and Repairs (Primary Contractor) in accordance with the above referenced bid. The term of the agreement will be for twelve (12) months, with an option to extend up to two (2) additional twelve (12) month periods, subject to the approval of the contractor and the City. The agreement dates are as follows:

Begin: April 3, 2018
Expire: April 2, 2019

All Terms and Conditions as included in the original bid invitation and your offer will be enforced during the term(s) of the agreement.

Thank you for your interest in doing business with the City of Lewisville.

City of Lewisville

Denali CS

Donna Barron

City Manager

Michelle Wiener

President

MEMORANDUM

TO: Donna Barron, City Manager

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

FROM: Francis Mascarenhas, Internal Services Manager

DATE: March 19, 2018

SUBJECT: Approval of a Bid Award to Gunn Nissan of Denton, Corinth, Texas for the Purchase of Two (2) Electric Vehicles in the Amount of \$53,186.

BACKGROUND

This contract provides for the purchase of two (2) 100% electric vehicles (EVs) for City fleet use. The EVs will be assigned to Environmental Control Services (ECS) and Health Services.

The Lewisville 2025 Big Move #9, and the City's comprehensive sustainability plan established an aggressive strategy to reduce the City's greenhouse gas emissions and fuel consumption in the coming years. EVs could provide a significant reduction in fuel usage, greenhouse gas emissions, noise, and local air pollution compared to conventional gasoline-powered vehicles. As the highest levels of air pollution occur in areas of the metroplex with heavier traffic, the transition to EVs and more fuel-efficient vehicles is an important step in improving local air quality. The environmental benefits of electric vehicles and other fuel-efficient vehicles over traditional gasoline powered vehicles is well documented.

The City has a history of electric and fuel-efficient vehicle investment, successful use and realized environmental and financial savings. The City fleet currently includes five electric vehicles, nine hybrid gas/electric vehicles, a number of liquid petroleum gas (LPG) mowers, and two LPG forklifts. In addition to these alternative fuel vehicles, the Fleet Division has worked to downsize the fleet to more fuel-efficient vehicles including four-cylinder Chevy Colorado pickups, and Ford Transit Vans over the traditional full size eight-cylinder pickup.

The conversion of the City's fleet to more fuel-efficient vehicles, including alternative fuels, has resulted in a significant reduction in fuel costs, reduced emissions, and resulted in the City being selected in both 2015 and 2017 for the Bronze Fleet Award by the North Central Texas Council of Governments.

ANALYSIS

Fleet operations typically purchase fleet vehicles utilizing state contracts that allow us to purchase vehicles at reduced cost based on significant volume purchases. Electric vehicles are not yet purchased through these contracts in quantities that provide for the best available pricing. In this instance, staff was able to secure a better price, from a nearby vendor, through direct bidding.

On March 15, 2018, two (2) bids were received for 100% electric vehicles. Based on required bid specifications and best value for the City, Gunn Nissan of Denton was the lowest bidder in the amount of \$53,186 for two (2) 100% electric vehicles. The second bidder was AutoNation of Lewisville in the amount of \$56,330. Funding for the purchase of two (2) EVs was approved in the FY 17-18 budget.

RECOMMENDATION

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

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: March 21, 2018

SUBJECT: **Approval of a Bid Award to Gunn Nissan of Denton, Corinth, Texas for the Purchase of Two (2) Electric Vehicles in the Amount of \$53,186.**

BACKGROUND

A bid invitation was created and posted on Bidsync.com February 22, 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 March 15, 2018 and two (2) bids were received. An evaluation of bids was performed, and it was determined that Gunn Nissan of Denton submitted the lowest bid and is being recommended on the basis of best value.

We did have a Lewisville bidder, Autonation of Lewisville, submit a bid price that was within 5.9% of the lowest bid received. According to Local Government Code Chapter 271.9051, *Consideration of Location of Bidder's Principal Place of Business in Certain Municipalities*, a local bidder may be considered for award if their bid price is within 5% of the lowest bid. Autonation of Lewisville was not considered for local preference as their price exceeded the 5% difference as allowed by law.

RECOMMENDATION

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

**CITY OF LEWISVILLE
PURCHASING DIVISION
BID TABULATION
BID # 18-33-I
100% ELECTRIC VEHICLES**

**GUNN NISSAN OF DENTON
CORINTH, TEXAS**

\$53,186

**AUTONATION OF LEWISVILLE
LEWISVILLE, TEXAS**

\$56,330

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Carolyn Booker, Director of Library Services

DATE: March 28, 2018

SUBJECT: **Approval of a Bid Award to Bibliotheca, Oakdale, MN for the Purchase and Installation of an RFID-Enabled Automated Materials Handling System for the Library in the Amount of \$111,810.69, and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The Lewisville Public Library was an early adopter of RFID technology with successful adoption of self-service checkout. To take advantage of additional efficiencies possible with RFID technology, City Council approved funding for an RFID-enabled sorter for the Lewisville Library in the 2017-2018 budget. The City of Lewisville posted a solicitation for bids in January of 2018 and the bid period ended on February 1st.

ANALYSIS

Of the four bids received, Bibliotheca's was the lowest in cost and met all specifications. The equipment cost came in \$9,136 lower than the approved action step in the 2017-2018 budget. The budget was approved for \$120,947 and the equipment cost in the bid is \$111,811.

The proposed system will allow patrons to continue dropping multiple items through both existing interior book drops. The items will then be separated into nine bins of like items and accurately processed in a fraction of the time it takes manually. The sorter includes a staff-induction point, which will allow staff to add items to the sorter from the back room. Items that are returned through the drive-thru book drop will be put into the sorter here by the staff. The proposed system is situated in the Library space and designed to allow for future expansion if needed.

This enhancement to the Library's existing setup will give staff more time and flexibility to provide excellent customer service to the community. The sorter will increase accuracy and precision in maintaining patron and item records. The purchasing agreement also covers training for staff and the cost of service and maintenance for years two through five of the sorter system and software.

RECOMMENDATION

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

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: March 8, 2018

SUBJECT: **Approval of a Bid Award to Bibliotheca, Oakdale, MN for the Purchase and Installation of an RFID-Enabled Automated Materials Handling System for the Library in the Amount of \$111,810.69, and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

A request for sealed proposals was created and posted on Bidsync.com January 12, 2018. Specifications were created in accordance with Texas Local Government Code Chapter 252.042, *Requests for Proposals for Certain Procurements*. Specifications under this chapter of the law state requests for proposals must specify the relative importance of price and other evaluation factors.

ANALYSIS

Proposals were due February 1, 2018 and four (4) were received. An evaluation team was created to review, analyze, and score the proposals in accordance with weighted factors that were listed in the specifications. The evaluation team consisted of Carolyn Booker, Library Director, Diane Williamson, Senior System Administrator, Victor Taborga, Facilities and ADA Supervisor, Tracey Ogurek, Purchasing Agent, and Gay Yarnell, Library Accounts Supervisor. Each proposal was evaluated using the following criteria:

Ability to Meet Specifications	30%
Project Cost	30%
Similar Projects	15%
Timeline to Complete Project	15%
Warranty	10%

At the conclusion of the evaluation, Bibliotheca received the highest score.

RECOMMENDATION

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

EVALUATION OF RFP #18-13-P RFID - ENABLED AUTOMATED MATERIALS HANDING SYSTEM

		Bibliotheca Oakdale, MN	Tech Logic Corporation Oakdale, MN	P.V. Supa Plano, TX	EnvisionWare Duluth, GA
Proposal Cost		\$111,810.69	\$118,667.62	\$138,823.00	\$165,000.00
Criteria:	Point Value				
Project Cost	30	30	28	24	20
Ability to meet Specification	30	30	28	27	25
Similar Projects	15	15	15	15	15
Timeline to complete Project	15	12.5	12.5	15	12.5
Warranty	10	10	10	10	10
TOTALS		98	94	91	83

CITY OF LEWISVILLE, TEXAS

PURCHASING AGREEMENT

Project: Installation and maintenance of an RFID-enabled automated materials handling system at the City of Lewisville Library (the "Project").

This Purchasing Agreement (the "Agreement") is made on this date, _____, 2018, between the City of Lewisville (the "City") and Bibliotheca, L.L.C. (the "Contractor").

1. Services. The Contractor shall provide and install the equipment and 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 installation Services outlined in the Proposal, shall be completed to the satisfaction of the City within eighteen (18) weeks from the date of execution of this Agreement. Time is of the essence.
3. Term. The term of this Agreement shall be as outlined in the Proposal, unless earlier terminated under the termination provisions of this Agreement.
4. 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.

5. **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.
6. **Pricing.** The City of Lewisville agrees to a total fee for all Services of \$147,919.91, including all service and maintenance fees, as outlined in the Proposal. No work shall be undertaken which requires extra payment nor shall any cost for service or maintenance outlined in the Proposal (**Exhibit C**) be amended without the City’s prior written approval.
7. **Payment.** Payment shall be as outlined in the Proposal (**Exhibit C**). The City shall not finally accept the installation portion of the Services until after final inspection. 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.
8. **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.
9. **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.
10. **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.
11. **Termination.** This Agreement may be terminated by the City in accordance with the Solicitation or Proposal 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.

12. Warranty. The Contractor shall provide a warranty for the Services provided under this Agreement as outlined in the Proposal (Exhibit C).
13. 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.
14. 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.
15. 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.
16. 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).
17. 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.
18. Arbitration. In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
19. 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.
20. 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.
21. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.

22. **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.
23. **Liens.** The Contractor agrees that, under state law and City charter, no lien may be placed upon City-owned property.
24. **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: Bibliotheca, LLC
 Attn: Al Coalla, Director
 3169 Holcomb Bridge Road, Suite 200
 Norcross, Georgia 30071
- If to City, to: City of Lewisville
 Attn: Todd White, C.P.M.
 151 W. Church Street
 Lewisville, Texas 75057
25. **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.
26. **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.
27. **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.
28. **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.

29. 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.
30. **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.

ANY INDEMNIFICATION AGREED TO BY THE CITY IS ONLY TO THE EXTENT ALLOWED BY LAW.

31. 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.

32. 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 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 Contractor'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.

33. 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 Contractor shall submit the IRCA Compliance Statement, attached as **Exhibit D**, to the City prior to any work being performed under this Agreement.

34. **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. Contractor will be required to certify compliance, if applicable.
35. **Successors and Assigns.** The City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Contractor 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 Contractor.
36. **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.
37. **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.
38. **Texas Government Code Chapter 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, 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 Iran, Sudan, or a foreign terrorist organization.
39. **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: _____

BIBLIOTHECA LLC

By: Karen Roscher
Karen Roscher / CFO
Printed Name/Title

Date: 3/13/2018
3169 Holcomb Bridge Rd Ste 200
Street Address

Norcross, GA 30071
City, State, and Zip

1-800-328-0067 x413
Telephone Number

Fax Number

k.roscher@bibliotheca.com
Email Address

38-3837521
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**

**EXHIBIT D
IRCA COMPLIANCE STATEMENT**

Solicitation 18-14-P

RFID - Enabled Automated Materials Handling System

Bid Designation: Public

City of Lewisville, Texas

Bid 18-14-P

RFID - Enabled Automated Materials Handling System

Bid Number 18-14-P
Bid Title RFID - Enabled Automated Materials Handling System

Bid Start Date In Held
Bid End Date Feb 1, 2018 5:30:00 PM CST
Question & Answer End Date Jan 29, 2018 5:30:00 PM CST

Bid Contact Tracey Ogurek
 Buyer
 Finance

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.**

Description

The City of Lewisville, Texas is seeking vendors to provide proposals for an RFID - Enabled Automated Materials Handling System.

Proposals are due Thursday, Feb. 1, 2018 at 5:30 pm, local time. Questions are due by Monday, January 29, 2018 at 5:30 pm, local time. All questions are to be posted on Bidsync.

Basis of award will be "best value" as determined by the evaluation scoring matrix.

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.

**LEWISVILLE**

Deep Roots. Broad Wings. Bright Future.

CITY OF LEWISVILLE, TEXAS
REQUEST FOR PROPOSALS (RFP)
RFID – ENABLED AUTOMATED MATERIALS HANDLING SYSTEM
RFP # 18-14-P
DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:
Thursday, February 1, 2018 @ 5:30PM (CDT)

Introduction:

The City of Lewisville is soliciting proposals for an RFID-enabled automated materials handling system for the Lewisville Public Library. The City seeks a turnkey solution that includes hardware, software, shipping, design, installation, training, and ongoing maintenance and enhancements. It must replace and enhance the functionality of the Library's two interior smart book drops.

The City of Lewisville renovated and expanded the Lewisville Public Library in 2006 and at that time the Library converted to RFID, launched self-checkout, RFID-enabled staff checkout, installed security gates, and eventually two interior smart drops and one exterior smart drop. The Library is housed in one single 77,000 square foot building and serves the City of Lewisville and surrounding residents of Denton County.

The Library's integrated library system (ILS) is SirsiDynix Symphony. The Library is currently running version 3.5.1.1 of the ILS and it is SaaS hosted. All barcodes are code 39 modulus 43 with a check digit, and includes a 4-digit alpha prefix and 9 sequential digits plus check digit.

The Library's RFID tags are basic ISO RFID tags (standard 13.56MHz ISO compliant) and StingRay full disc overlay RFID tags.

Objectives:

To maximize service to the community and to update existing technology, the City of Lewisville has the following objectives for an AMH system:

- Accelerate processing of materials
- Streamline back-office operations by reducing repetitive tasks and materials handling time
- Allow patrons to return multiple items at the same time
- Move away from Windows XP and gain Windows 10 compatibility

Circulation Statistics:

The Library circulated 613,013 items in FY2016-2017 and had 349,445 library visits. As of September 2017, there were 48,216 total registered patrons.

RFID Automatic Materials Handling:

- Proposed system must read an individual RFID tag on an item, update the item's status in the ILS, identify location and destination codes, sort and distribute an item by home location, item type, transit location, hold to fill a request, offer automatic hold receipts when materials with holds are checked in, or any combination of the above.
- Proposed system must allow staff to manually add materials to the sorter and sort process without using the public side and without negatively affecting the automatic conveyance operation.
- Proposed system must provide remote monitoring and diagnostics to monitor the return rate, troubleshoot and obtain usage statistics from any location.
- Proposed system must provide the ability to report and then export statistical transaction details in a standard format such as Excel, CSV, Etc. Please provide screen shots of the reporting software or commonly used reports.
- Proposed system must have the ability to network or connect to a full-size printer.
- Proposed system's public material return must accept all materials, even those that cannot be read or identified immediately. The public should be able to insert multiple items at the same time and the system include a "descaling" function.
- Proposed system should operate at a noise level of 65 decibels or less.
- Proposed system should give the library the ability to expand or reconfigure the system with minimal effort and the ability to reuse pieces already purchased.
- Installation of materials sorting equipment must be included. If the installation is subcontracted or outsourced, the company doing the installation must be named and meet insurance requirements for the City of Lewisville.
- Describe how the proposed system will be customizable. What parameters, values, codes or settings can be changed by library staff without vendor intervention?
- Describe the required maintenance for the proposed system, including preventative maintenance.
- System must be integrated with our SirsiDynix Symphony ILS and should include the ability to connect via SIP2.
- As an option, the system would automatically attach hold slips to the corresponding item.
- Describe the expected lifespan of the system following installation, including hardware and software. Include information on software updates.
- The proposed system and quotes should include designs with at least one design with nine or ten bins (dependent on whether the system offers odd or even bin counts).
- Pricing should be provided for all bin options and include dimensions.

Additional Requirements:

- Cost quotes must be included for all software and services referenced in the response, including installation, maintenance and training.
- Provide equipment description with technical literature.
- Provide photograph or illustration of equipment.
- Describe the training you will provide to the Lewisville Public Library staff in the use of the equipment and system components. Provide an outline or summary of the training; include a list of topics covered and a sample of training required for installation and implementation, travel expenses, the number of days of training provided, the number of trainers and how many library

staff can be trained per session, list resources the City of Lewisville is expected to provide for training.

- Describe your customer support operation; include days and hours of availability, method for handling problems reported by customers, onsite service, notification or contact of third party support organizations, guaranteed time for response to or resolution of problems and how many days of onsite support you will provide.
- Provide proposed timeline for completion of the services requested in this RFP.
- Provide references of three comparable projects. Provide descriptions of the projects. Descriptions should include scope of work, timespan of the project, a summary of results and a client contact.
- Submitters are welcome to include any other information they believe is relevant to this project or that might help the selection team in its assessment of proposals received.
- Any exception to these requirements should be listed on the exception sheet provided within the bid packet.

The Space:

A floorplan showing part of the Library's first floor is included as Exhibit C. This floorplan shows the location of the two interior book drops, where the automated materials handling system should be located. This is spotlighted in Exhibit D. The floorplan is not to scale and a site visit is recommended to verify dimensions and can be scheduled by contacting Carolyn Booker, Director of Library Services, at 972.219.3571 or cbooker@cityoflewisville.com.

Technical Requirements:

- Client software must run on Windows 8 or Windows 10 (preferred).
- Server software must run on Windows server 2012 R2, or higher.

Documentation:

Provide samples of the following:

- Licensing agreements
- Warranty, standard and extended options, including cost
- Maintenance agreement
- Reports

Insurance Requirements:

The successful proposer is to maintain insurance in accordance with Attachment B during the term of the contract. Upon request of the City, the successful proposer is to make available a copy of their insurance certificate for review.

Proposal Submission:

To be considered, firms must submit proposal on one (1) flash drive in PDF format and three (3) hard copies of their proposal in a sealed envelope with the name of the firm submitting the proposal and the RFP Number 18-14-P printed on the bottom left side of the envelope. Proposals are to be delivered to:

City of Lewisville
Finance Administration – Purchasing Division
Attn: Tracey Ogurek, Purchasing Agent
151 West Church St.
Lewisville, Texas 75057

- All proposals received will be reviewed by a team selected by the city. Vendors considered for this project may be invited to interview with the selection team at Lewisville Library.
- During the review process, the City of Lewisville reserves the right, where it may serve the City of Lewisville's best interest, to request additional information or clarifications from those that submit proposals, or allow corrections of errors or omissions.
- The City of Lewisville reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lewisville and the firm selected.
- The preparation of the RFP will be at the total expense of the Firm. There is no expressed or implied obligation for the City to reimburse responding firms for any expense incurred in the preparation of proposals in response to this request. All proposals submitted to the City shall become properties of the City and will not be returned.
- The City of Lewisville reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City of Lewisville.
- All forms requiring either a signature or information to be filled in are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposals through reference herein.
- The successful proposer will be required to provide the City an insurance certificate meeting the requirements listed in Exhibit B. Insurance must be maintained throughout the term of the contract.
- The contents of the proposal will be considered confidential information by the City but may be subject to open records requests if submitted.
- Questions with regards to this RFP should be submitted on Bidsync.com by Jan. 29, 2018. All questions will be answered on Bidsync.com by Jan.30, 2018, 5:30 pm.

Evaluation of Proposals:

The City's evaluation and selection process will be based on "best value" as defined by a scoring matrix. Proposals will be evaluated on the basis of the following criteria:

- **Ability to meet Specification – 30%**
- **Project Cost – 30%**
- **Similar Projects – 15%**
- **Timeline to complete Project – 15%**
- **Warranty – 10%**

SIGNATURE PAGE

TYPE OR PRINT:

FIRM NAME

AUTHORIZED REPRESENTATIVE & TITLE

STREET ADDRESS and/or P.O. BOX NO.

() _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

() _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER

E-MAIL ADDRESS

_____ / _____	
SIGNATURE	DATE

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.



ARCHITECTURE
INTERIOR DESIGN
PLANNING

8350 NORTH CENTRAL EXPRESSWAY
SUITE 500
DALLAS, TEXAS 75206
214-559-4851
214-526-7237 FAX

Lewisville
Public
Library



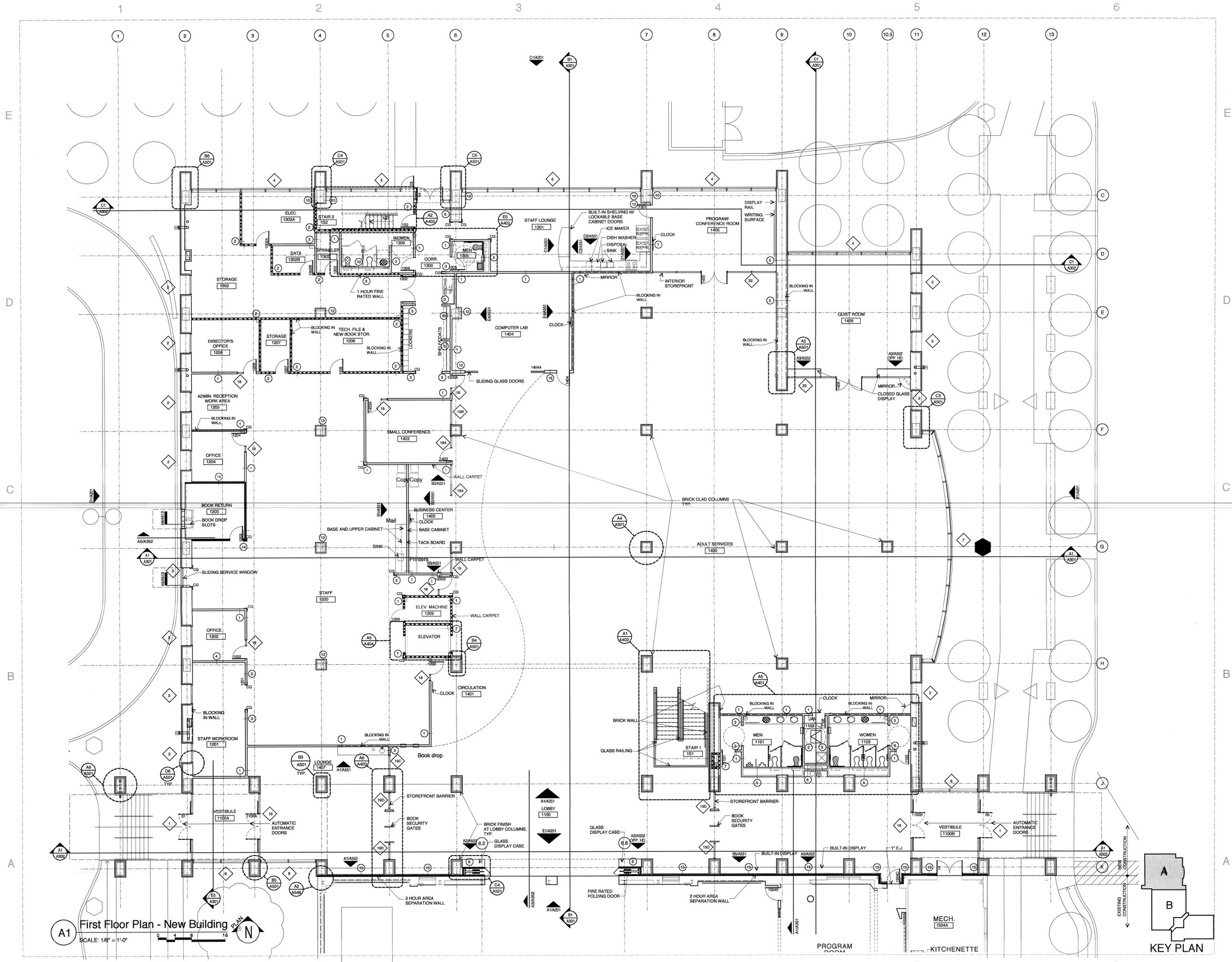
6-16-05
ARCHITECT COORDINATED DRAWINGS.
ENGINEERING DRAWINGS WERE
ENGINEERED AND DRAWN BY THOSE
DISCIPLINES

REVISIONS

▲	
▲	
▲	
▲	
▲	

Floor Plan
Level 1
A101a

JOB NO: 2004-11-000
DATE: 08/16/05
DRAWN BY: RDL, JD
FILE: 2004-11-A101a.dgn
©COPYRIGHT 2005



A1 First Floor Plan - New Building
SCALE: 1/8" = 1'-0"
1 2 3 4 5 6

KEY PLAN



ARCHITECTURE
INTERIOR DESIGN
PLANNING
8301 NORTH CENTRAL EXPRESSWAY
SUITE 400
DALLAS, TEXAS 75206
214-899-4851
214-524-9279 FAX

Lewisville
Public
Library

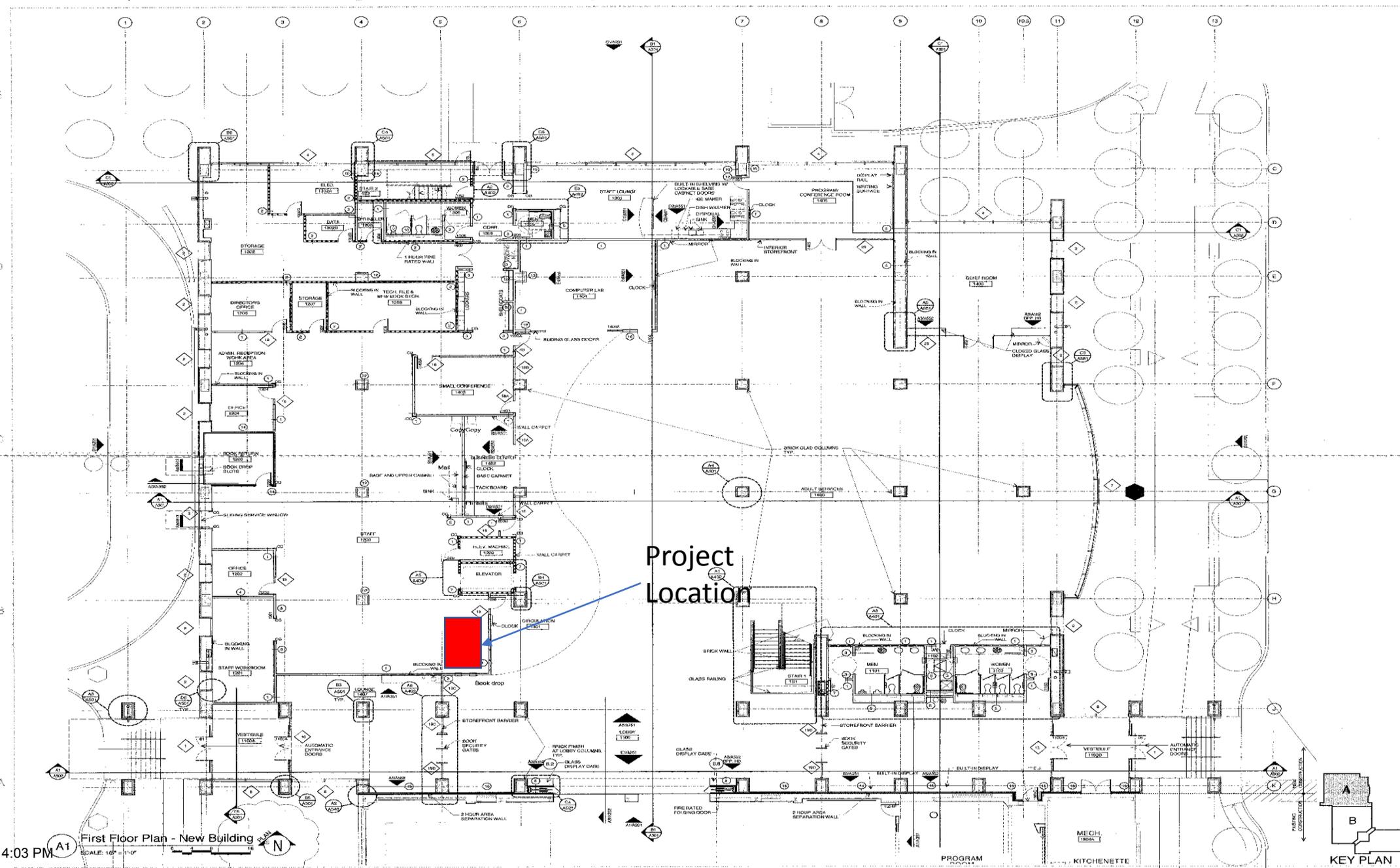


REVISIONS

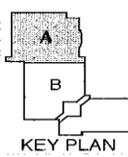
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Floor Plan
Level 1
A101a

JOB NO: 2004-11-000
DATE: 09/16/03
DRAWN BY: RD/Dr 13
P/E: 2004-11-0118.GPJ



Project
Location



First Floor Plan - New Building

1/4/2018 4:03 PM

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



PROGRAM
KITCHENETTE

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

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

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.

Question and Answers for Bid #18-14-P - RFID - Enabled Automated Materials Handling System

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.



City of Lewisville

RFID Enabled Automated Materials Handling System – RFP #18-14-P

Submittal date: Thursday, February 1, 2018 @ 5:30 pm

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Accuracy of RFP and warranties. The information contained in this document represents bibliothecca's current view of the planned RFID deployment. The RFID industry is particularly dynamic, and bibliothecca's proposal must constantly be updated to reflect changing market conditions, technologies, and standards. This document must not be interpreted as a commitment on the part of bibliothecca, and bibliothecca cannot guarantee the accuracy of any information contained in this report after the date of its publication.

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SIGNATURE PAGE

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SIGNATURE	DATE

January 31, 2018

Tracey Ogurek
City of Lewisville
Finance Administration – Purchasing Division
151 West Church St.
Lewisville, TX 75057

Re: AMH RFP #18-14-P

Dear Ms. Ogurek:

The Lewisville Public Library needs a proven, turnkey materials check-in solution to replace and enhance the functionality of its existing book drops. A solution that has a user-friendly and convenient return of materials to the library by patrons, as well as a fast and accurate sorting of materials. bibliotheCa's proposed flex AMH™ system will help you **maximize material return sorting rates via multiple item return, improve staff productivity and enhance patron service.**

Our continued commitment to excellence ensures your staff, patrons and community receives the best products and services in the library industry. We believe in the mission of your library. When you partner with bibliotheCa, your library will:



Connect. Provide a connection between the library and its patrons, wherever they happen to be, and expand its reach and role within the community.



Engage. Encourage patron interaction with the library that drives participation and enhances its overall importance.



Evolve. Empower libraries to reinvent their offering and encourage lifelong learning today and well into the future.

We look forward to continuing our partnership with the Lewisville Public Library for all its current and future library technology needs. If you have any questions, please contact Al Skinner, your bibliotheCa Business Development Manager, at 916-768-5341 or a.skinner@bibliotheCa.com.

Sincerely,

Karen Roscher, CFO
800-328-0067, x413 | k.roscher@bibliotheCa.com



Executive Summary

Executive Summary

Crafting a distinct library experience. That is what bibliotheca brings to the table. As libraries around the world know, our proposed flex AMH™ solution is easy to use and efficient – and one that supports the Lewisville Public Library's mission. Unique benefits to selecting us as your automated technology partner include:

Reduce Labor Intensive Processes. Our flex AMH™ system rapidly sorts returned library materials with the highest levels of accuracy – up to 2,400 items/hour. This means your staff will spend less time manually reprocessing items that were not properly recognized by the system and miss-sorted. The result? Improved circulation workflow and materials quickly returned to the shelf.

Multiple Item Return. Via the bibliotheca AMH bulkSeparator™, your patrons can quickly return multiple items at once. This unique, highly accurate separator saves your patrons' time by allowing them to deposit items in one single, multi-material return.

System Integration. With the libraryConnect™ software platform, you can now connect and manage all your current bibliotheca RFID products and new flex AMH™ system. This one-stop portal allows your staff to run reports and manage all RFID and AMH products in one place. We are the only vendor in the industry that offers such connectivity.

Prompt Service. You can continue to rely on your bibliotheca technician to be onsite quickly to keep your flex AMH™ system running at peak performance. All our technicians are rigorously trained and certified on bibliotheca products. And, they carry the most commonly used parts in their service vehicles. This ensures prompt repairs. We also have an in-house help desk to answer any of your questions.

Strategic Vision. Al Skinner, your bibliotheca representative, and our project team will provide your staff with expert advice regarding your current and future library technology needs. This includes a thorough assessment of your library footprint and staff needs. The result is a detailed roadmap that includes the best configuration of your flex AMH™ system – helping increase staff productivity and maximizing usage by patrons.

Thorough Training. We specialize in a detailed and easy-to-understand training model. Our dedicated, onsite training team takes the time to ensure your staff is comfortable with its new flex AMH™ system. And, our team helps guide your team members as roles expand so they can assist patrons with the services they value most. Our team's job is not done until your staff is completely satisfied.



Company Background

Company Background

Our solutions help libraries connect with their patrons, engage their communities, and evolve their offerings so they can transform into indispensable, equitable community hubs that inspire creativity, collaboration and life-long learning.

bibliotheca was formed in the spring of 2011 when the three leading independent companies of bibliotheca, Intellident and Integrated Technology Group merged to create a single, global entity. In January of 2012, the Group was extended further with the acquisition of Trion AG, and more recently, in October 2015, the Group was extended further when their shareholders (OEP) acquired in full the 3M Library Systems business.

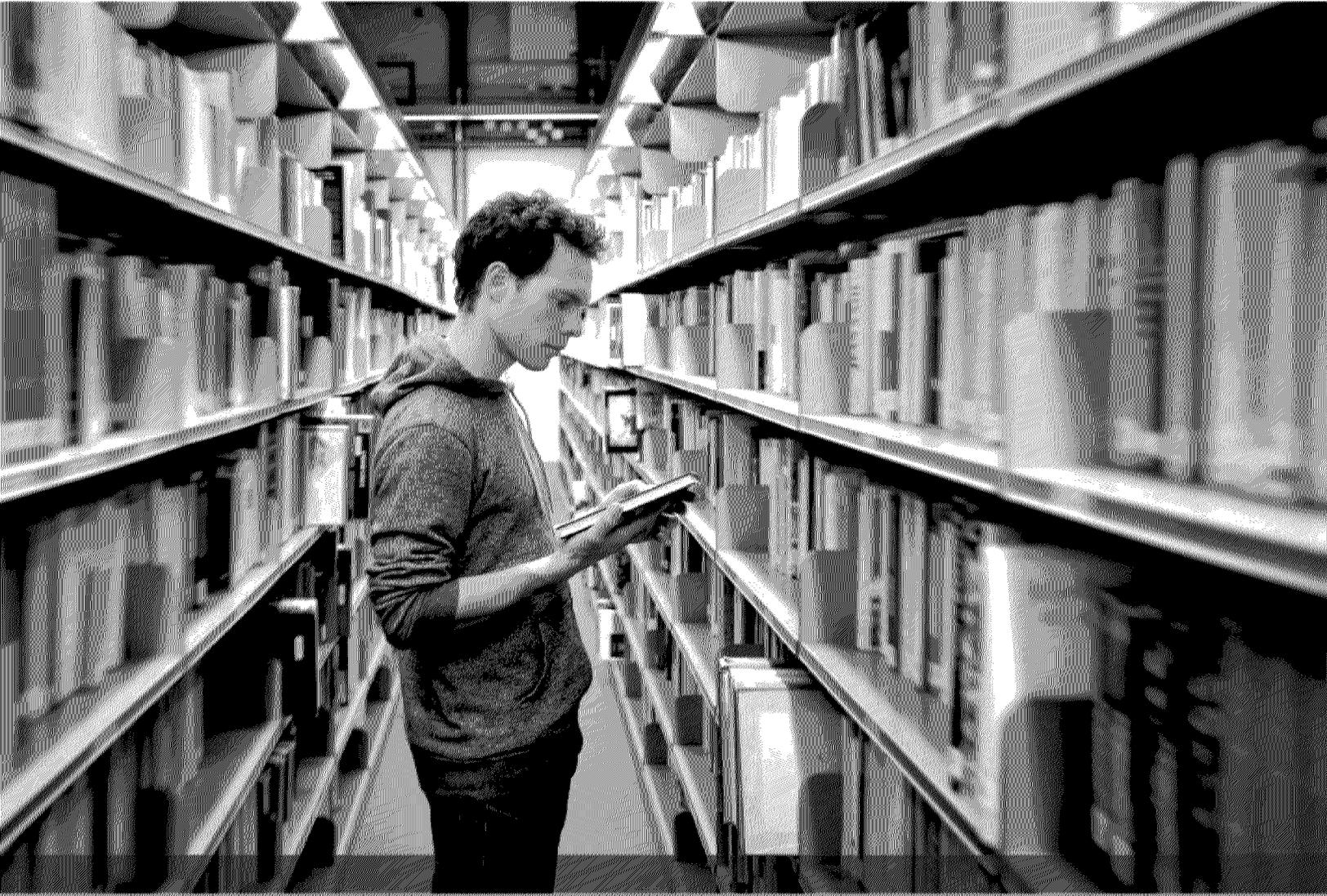
bibliotheca is dedicated to the development of solutions that help sustain and grow libraries around the world. Our products are designed to provide a welcoming, intuitive and seamless environment for those that use the library – wherever they choose to use it - be that at home, on the move or within the foundation of the library itself.

We have direct operational offices on all major continents, together with dedicated distributors who offer our solutions across a further 70 countries. We are proud to have over 30,000 unique libraries as part of our family, with a deployed equipment range in excess of 10,000 individual self-service units, 6,000 security systems and over 650 automated materials handling (sorter) systems. In addition, our digital platform features content from over 1,000 publishers and is available through almost 3,000 libraries.

Our business at a glance

bibliotheca is a large, stable company with a long history of serving the library community.

- | Direct sales and support offices in 11 countries
- | An extended partner network of over 70 organizations
- | Over 75 million new items tagged every year
- | Over 350 directly employed staff, dedicated to libraries
- | In excess of 30,000 individual customers globally
- | Over 50,000 unique pieces of equipment supported in the field
- | Operating performance, one of the strongest in the industry
- | Increased our operating margins and profitability for three consecutive years



Specifications

Specifications

RFID Automatic Materials Handling:

- **Proposed system must read an individual RFID tag on an item, update the item's status in the ILS, identify location and destination codes, sort and distribute an item by home location, item type, transit location, hold to fill a request, offer automatic hold receipts when materials with holds are checked in, or any combination of the above.**

Yes.

- **Proposed system must allow staff to manually add materials to the sorter and sort process without using the public side and without negatively affecting the automatic conveyance operation.**

Yes.

The proposed flex AMHT™ system includes a dedicated staff induction point. Staff will be able to induct items without negatively affecting the automatic conveyance operation.

- **Proposed system must provide remote monitoring and diagnostics to monitor the return rate, troubleshoot and obtain usage statistics from any location.**

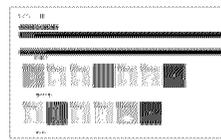
Yes.

The bibliotheca libraryConnect™ monitoring software is the only place your staff needs to go to manage your bibliotheca AMH system. This one-stop portal allows staff to access more information, have full transparency on all your products and connect with other like-minded libraries. Your staff will be able to quickly and easily pull up reports and statistics through libraryConnect™; information can be broken down in many ways, including by the day of the week, by the hour, by the destination, kiosk, etc.

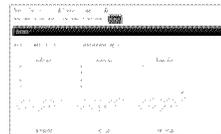
- **Proposed system must provide the ability to report and then export statistical transaction details in a standard format such as Excel, CSV, Etc. Please provide screen shots of the reporting software or commonly used reports.**

Yes.

Various reporting screen shots are shown on the next page.



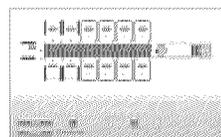
device configuration



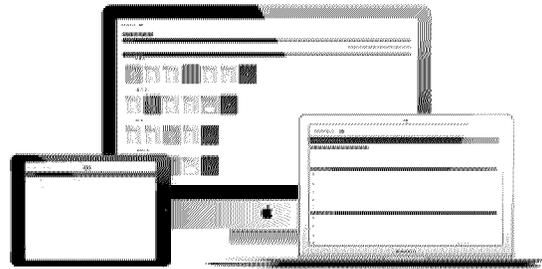
live reports



detailed statistics



flex visualizer™



Configure devices remotely and synchronize settings



View status and reports on your library self-service devices



Configure and manage flex AMHT™ with integrated visualizer



Share ideas with other bibliotheca customers through an online forum



Access a wealth of self-help training materials, including videos and patron guides



Access online customer support portal

- **Proposed system must have the ability to network or connect to a full-size printer.**

Yes.

The flex AMHT™ system can connect to a full-size printer as specified.

- **Proposed system's public material return must accept all materials, even those that cannot be read or identified immediately. The public should be able to insert multiple items at the same time and the system include a "descaling" function.**

Yes.

Via the bibliotheca AMH bulkSeparator™, your patrons can return multiple items at once. This unique, highly accurate separator saves your patrons' time by allowing them to deposit items in one single, multi material return.

When library items are returned through the AMH induction unit, the bulkSeparator™ quickly separates library material items and accurately returns them to your pre-defined bin location categories.

The flex AMH™ system can be set to accept all materials. Even items that do not have an RFID tag or cannot be read can be inducted into the flex AMH. These items will be directed to the exceptions bin.

- **Proposed system should operate at a noise level of 65 decibels or less.**

Yes.

The flex AMH™ operates at approximately 55 decibels. This very quiet operation allows for normal library operations in the return area.

- **Proposed system should give the library the ability to expand or reconfigure the system with minimal effort and the ability to reuse pieces already purchased.**

Yes.

The flex AMH™ offers the ability to reconfigure and expand the system. Multiple bin options are available as well as shelf-ready stacking carts.

Our flex AMH™ system is completely customized for you. Its fully modular design allows for easy expansion for both conveyance and bins. This allows the library to continue using its existing system components when adding new ones.

- **Installation of materials sorting equipment must be included. If the installation is subcontracted or outsourced, the company doing the installation must be named and meet insurance requirements for the City of Lewisville.**

Yes.

Onsite installation is included in this proposal. bibliotheca factory-trained technicians will handle the installation process. Costs associated for installation are detailed in the Pricing section of our bid response.

- **Describe how the proposed system will be customizable. What parameters, values, codes or settings can be changed by library staff without vendor intervention?**

Our proposed flex AMH™ system will be completely customized for your sorting needs. Its fully modular design allows us to create any type of solution to fit your specific space. Our dedicated AMH team will walk you through the entire process from beginning to end, ensuring your return and sorting processes will deliver the results you need.

Our flex AMH™ system uses Datepicker. This provides the ability to back date items when they are returned.

- **Describe the required maintenance for the proposed system, including preventative maintenance.**

The flex AMH™ sorter was designed with simplicity in mind. Staff maintenance consists of keeping the unit and optical sensors clean. Otherwise, our onsite service technician is available for assistance on more in-depth maintenance needs.

- **System must be integrated with our SirsiDynix Symphony ILS and should include the ability to connect via SIP2.**

Yes.

The flex AMH™ is integrated to the Libraries SirsiDynix Symphony ILS via SIP2. Patron records will be updated in real time to reflect item returns.

- **As an option, the system would automatically attach hold slips to the corresponding item.**

bibliotheca does not currently provide this option. However, we provide the ability to print hold slips for staff to apply to returned items.

- **Describe the expected lifespan of the system following installation, including hardware and software. Include information on software updates.**

The expected lifespan of our flex AMH™ system is about 10 years. Software updates are provided about two times a year as needed.

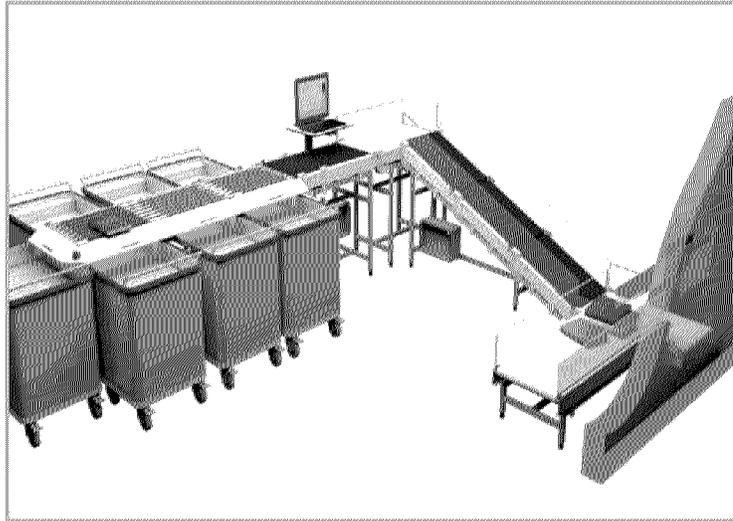
- **The proposed system and quotes should include designs with at least one design with nine or ten bins (dependent on whether the system offers odd or even bin counts).**

Yes.

Please see below for our proposed flex AMH™ system drawing.

- **Provide photograph or illustration of equipment.**

Below is a general diagram of the flex AMH™ system with the bulkSeparator™. Please see the Additional Information section for more images.



- **Describe the training you will provide to the Lewisville Public Library staff in the use of the equipment and system components. Provide an outline or summary of the training; include a list of topics covered and a sample of training required for installation and implementation, travel expenses, the number of days of training provided, the number of trainers and how many library staff can be trained per session, list resources the City of Lewisville is expected to provide for training.**

bibliotheca provides training for the initial implementation free of charge. We provide customized staff and technical training, scheduled in consultation with the library. Training plans and documentation are developed in detail with the customer project teams. Training is provided during installation by a combination of specialists, and is typically delivered on-site to groups of 6-8 people, with sessions lasting between 30 minutes to 2 hours depending on the level of training. We provide training on every single aspect of our AMH solution.

Our training team includes our project manager, technicians and business development manager to ensure your training and installation goes without fault and on time. Training is provided for all library staff, from those in technical departments to those that oversee the circulation and reference desks. It is important that all of your staff are comfortable and confident in using and managing the system. We help our customers prepare for their go-live date when they will introduce the new services to

patrons. bibliotheca advises using staff as greeters, helping patrons approach and use the products. Patrons will see how simple the solution is to use and gain trust in using self-service.

Technical Training

It is recommended that technical training be performed prior to staff training. This will allow all systems to be configured to suit specific needs and address workflow related questions prior to working with staff. These training sessions may loosely follow the outline shown below, dependent on staff needs. This will be determined during the kick-off meeting, led by your Project Manager. Training topics include:

- | Daily, monthly and yearly maintenance on the sorter
- | Troubleshooting
- | Customizing and configuring software
- | Bin alerts
- | Sort criteria
- | Questions and answers

Staff Training

- | Daily, monthly and yearly maintenance on the sorter
- | Troubleshooting
- | Changing receipt paper
- | Customizing and configuring software
- | Bin alerts
- | Sort criteria
- | Questions and answers

When training is completed, all library staff will be able to:

- | Perform all system operator functions and supervisory override functions
- | Know common causes of system failure and their remedies
- | Follow instructions given by our staff over the phone for correction of system problems
- | Identify and perform preventive maintenance not routinely performed by bibliotheca
- | Provide additional internal training without our assistance

Additional training courses are available, for both standard and custom courses (on-site is \$1,500 and web is \$750).

- **Describe your customer support operation; include days and hours of availability, method for handling problems reported by customers, onsite service, notification or contact of third party support organizations, guaranteed time for response to or resolution of problems and how many days of onsite support you will provide.**

By maintaining a current support agreement, your library is guaranteeing that your products will be operational at peak levels, always ready for patrons. You're also protecting your original investment.

All customer calls are answered by a live bibliotheca operator. Helpdesk calls are addressed between 7:00 am and 6:00 pm (CST) Monday – Friday. Onsite issues are addressed during local business hours between 8:00 am and 5:00 pm Monday – Friday, less holidays.

Below is more information about our hardware and software service and support levels.

Bibliotheca's standard service includes the following
Hotline 24/7
Software support hours 8 am – 7 pm EST 7 am – 6 pm CST 5 am – 4 pm PST, Monday - Friday
Priority phone line 24/7
Onsite support
Trained and certified technicians in local service area
Service vans stocked with spare parts
Onsite within 8 hours*
Repair or replacement of all subcomponent level parts to keep your systems running as purchased
Shipping & handling of parts to customer
Hardware preventative maintenance on select AMH items
Bug fixes and routine maintenance
Update to latest application version supported by current hardware
Platform level upgrades

* Contingent on geography-specific call-out schedule

- **Provide proposed timeline for completion of the services requested in this RFP.**

Depending on the configuration of the system, it usually takes about one to two weeks to install the AMH system. Below is our proposed timeline from contract signing to installation.

Aspect	Typical Lead Time	Scoped Project Lead
Automated Materials Handling	16-18 weeks	Each flex AMH™ solution is unique. We recommend beginning the AMH implementation process as soon as possible, so that all project goals are fulfilled.

Phase 1 | Initial Project Activities

In the initial phase, **within five calendar days after contract award**, the following steps occur:

1	Review product mix to determine products and quantities to be ordered and implemented.
2	Draft and sign agreements between Library and bibliotheca.
3	Set up billing/accounting between Library and bibliotheca.
4	bibliotheca briefs onsite Project Manager and rest of project team.
5	bibliotheca will send a new customer welcome packet to your Library. This packet includes: <ul style="list-style-type: none"> A Welcome Letter Sales Order Confirmation All required questionnaires Support and Maintenance Agreement Service Level Agreement Lifecycle Policy document
6	Library assigns a Project Lead.
7	Hold initial project management meeting between bibliotheca and Library to review, refine, and update project plan. Project plan includes initial rollout schedule.
8	Hold kick-off meeting: <ul style="list-style-type: none"> Review, refine, and approve overall project plan, including rollout schedule; Introduce all players/provide contact information; Provide samples of all communications and tracking documents.

In Phase 1, the processes required to monitor and guide project progress are designed and put into place, including status reporting, issue tracking/resolution, scope, and quality assurance.

Phase 2 | Equipment Configuration

Within Phase 2, activities fall into two sub-phases: Library Project Set Up and AMH configuration.

bibliotheca will create a document that indicates the required configuration for all equipment and software, as well as testing criteria for each. This document will be deemed acceptable once the Library reviews and agrees all steps for set up and configuration have been identified, and testing plans and criteria are acceptable.

Sub-Phase 1: Library Project Set Up

Activity	Library	bibliotheca
Receive purchase order (PO) for Library. Final products set and agreed upon.		✓
Set up Library in bibliotheca system. bibliotheca will validate PO and accept order into system.		✓

Sub-Phase 2: Hardware Configuration & Confirmation

Activity	bibliotheca	Library
1 Finalize configuration preferences.		✓
2 Review outstanding planning and installation questions with staff.	✓	
3 Request list of patron & item numbers (and test materials if required) from Library.	✓	
4 Compile list of sample patron and items numbers for use during testing.		✓
5 Return completed questionnaire.		✓
6 Review questionnaire and verify that all materials and information have been obtained.	✓	✓
7 Review questionnaire with bibliotheca, noting any special circumstances in the library and, if affecting installation, how they will be handled by the library.		✓
8 Begin software configuration.	✓	
7 Address final outstanding technical issues.	✓	✓
10 Receive sample items from Library (if necessary).	✓	
11 Follow up on technical issues and provide progress report.	✓	
12 Verify software configuration and customization is complete.	✓	

13	Test functionality and connectivity.	✓	
14	Review test results, verify configuration.	✓	✓
15	Make final corrections based on review.	✓	
16	Provide progress report, and develop preliminary installation schedule.	✓	
17	Schedule installation of hardware.	✓	✓

Phase 3 | Install and training library staff

Phase 3 includes AMH installation and all staff training. **Within Phase 3**, activities fall into two sub-phases: Installation/Training and Go Live/System Acceptance.

Sub-Phase 1: Installation and Training

Activity	bibliotheca	Library
1	Refine and complete installation schedule.	✓
2	Provide installation and training schedule to Library.	✓
3	Schedule staff training and availability.	✓
4	Ship remaining equipment to Library.	✓
5	Schedule installer/trainer and make travel arrangements.	✓
6	Receive and verify equipment.	✓
7	Ensure elements are in place for the installers' arrival (i.e. electrical needs/wiring, holes are drilled, SIP2 licenses, wall cut-outs, construction, etc.)	✓
8	Install AMH equipment and necessary software.	✓
9	Verify AMH installation is complete and operational.	✓
10	Install remainder of equipment.	✓
11	Hold training sessions.	✓

Sub-Phase 2: Go Live/System Acceptance

Activity	bibliotheca	Library
1 Operate as instructed by bibliotheca.		✓
2 Monitor library; make adjustments.	✓	
3 Verify system is operational; complete acceptance test plan.		✓

Acceptance plan will be delivered and executed by bibliotheca and the library. All items on the acceptance plan will be signed off on by the Library and bibliotheca.

- **Provide references of three comparable projects. Provide descriptions of the projects. Descriptions should include scope of work, timespan of the project, a summary of results and a client contact.**

Please refer to the flex AMH™ references below. These projects took about one to two weeks to install.

Johnson City Public Library		
ILS SirsiDynix Symphony	Products The Johnson City Public Library needed a way to better handle materials return for its patrons and staff. To meet this goal, they chose bibliotheca to install a 7-bin flex AMH™ system with a patron return unit. Since installation, library staff have increased productivity via the system's high return rate and accuracy.	
Address 100 West Millard Street Johnson City, TN 37604		
Annual Circulation 528,498		Collection 176,152
Contact Robin Westphal, Director 423-434-4457 robin.westphal@jcpl.net		
Installation Years 2017		

White Tank Branch – Maricopa County			
<p>ILS Polaris</p>	<p>Products The White Tank branch is a longtime bibliotheca customer. This branch has many bibliotheca RFID products including four V-series selfCheck™ units with an RFID wedge, one dual aisle 9100 security gate, five staff workstations and the new bibliotheca flex AMHT™ 3-bin system with an internal patron induction.</p>		
<p>Address 20304 W White Tank Mountain Rd Waddell, AZ 85355</p>			
<table border="1"> <tr> <td>Annual Circulation 322,000</td> <td>Collection 94,000</td> </tr> </table>		Annual Circulation 322,000	Collection 94,000
Annual Circulation 322,000		Collection 94,000	
<p>Contact Jeremy Reeder, Deputy Director 602-652-3036 jeremyreeder@mclidaz.org</p>			
<p>Installation Years 2008 - 2017</p>			

Forsyth County Public Library		
ILS PINES	<p>Products</p> <p>Forsyth County has the full bibliotheca RFID suite, including staff stations, selfCheck™ kiosks and gates. Forsyth County Public Library needed a more efficient way of handling the return of its materials, as well as freeing staff from numerous tasks.</p> <p>To meet these goals, the library chose bibliotheca's new flex AMH™ sorting system. This system included 7 bins and a bulkSeparator to accept multiple items from the patron induction unit, as well as quickly and accurately sort items.</p>	
Address 585 Dahlonega Road Cumming, GA 30040		
Annual Circulation 2,085,484		Collection 261,039
Contact Holly Barfield, Assistant Director for IT 678-513-9383 barfieldh@forsythpl.org		
Installation Years 2017		

- **Submitters are welcome to include any other information they believe is relevant to this project or that might help the selection team in its assessment of proposals received.**

On the following pages is an overview of the features and benefits of bibliotheca's proposed flex AMH™ solution.

Proposed Solution

The following pages outline the AMH solution we recommend. Please refer to the Additional Information section at the end of our proposal response for more in-depth product, software and service information regarding our proposed solution.

The following diagram demonstrates the value our flex AMH™ system provides to your staff:

Before Check-in Automation:

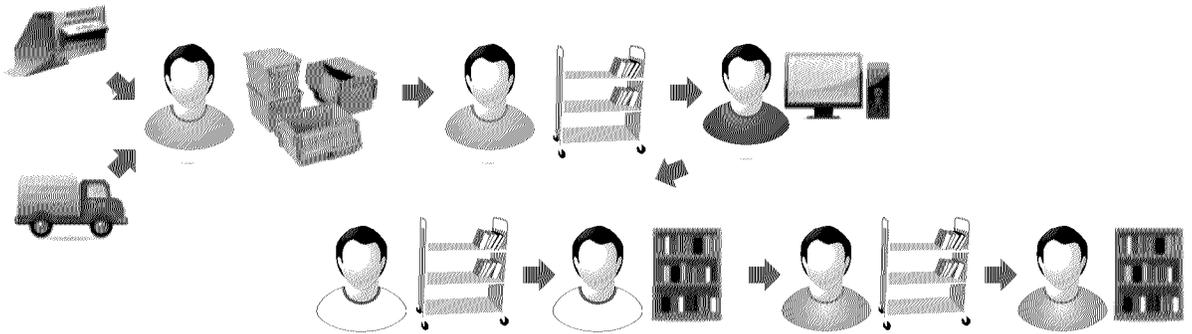


Figure 1: Pre-automation. Without the help of an automated check-in solution, there can be eight hands-on, repetitive steps. Such repetition requires Lewisville Public Library staff to handle the same item up to 12 times during the typical 5-7 day re-shelving period.

After Check-in Automation:



Figure 2: Post-automation. With the help of a flex AMH™ system, Lewisville Public Library staff will drastically reduce the number of staff touches and time involved in the check-in process. Our product solution minimizes the check-in process to only four steps in which your staff handles items only 1-2 times – streamlining productivity to 24 hours.



flex AMH™ by bibliotheca

Flexible return and sorting system. Create the perfect return and sorting solution that is configured to fit your space and budget, providing you with the best overall value. We simplify the materials handling process, so you can evolve your service and deliver the best overall library experience for your community.



Completely customized for you
Our fully modular design allows us to create any type of solution to fit your specific space.



RFID, EM and barcode based
There is no need to convert your collection to a specific format in order to start taking advantages of efficient return & sorting processes at your library.



Return multiple items at once
Easily integrate the flex AMH™ system with any standard book drop. This allows patrons to quickly return multiple items and carry on with their day.



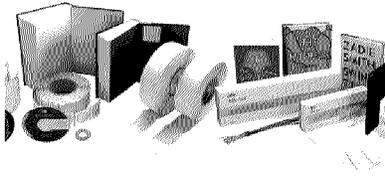
Move items across multiple floors
By automating the collection of materials from many return points, you can simplify the complexity of getting items back on the shelf fast.



Select from many types of bins
We have a smaller, more square bin, a large rectangular bin, and our autoBin™ even senses the level of books in the bin and brings them all to the top for you.



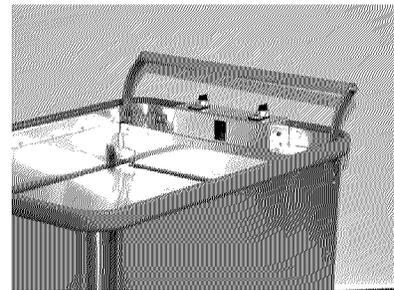
Sort items into stacking carts
For the ultimate ergonomic solution, we offer the flex stackingCart™, where books are sorted with their spines in an outward facing direction and stacked neatly.



flex AMH™
works with your technology



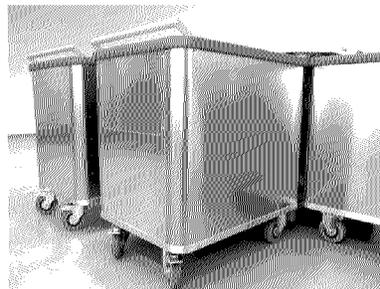
flex bulkSeparator™
return multiple items at once



flex autoBin™
always keep items at the top



flex transportationSystems™
move items across multiple floors



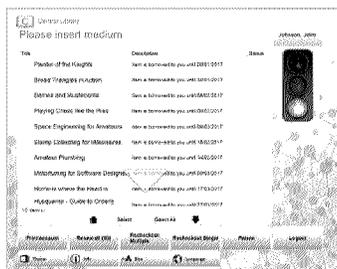
flex bin™
sort into large, spacious bins



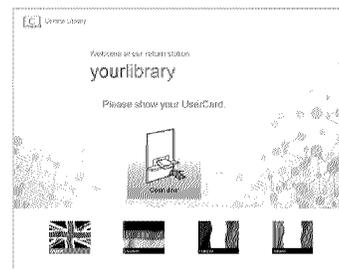
flex stackingCart™
sort into neatly organized stacks

bibliotheca quickConnect AMH™

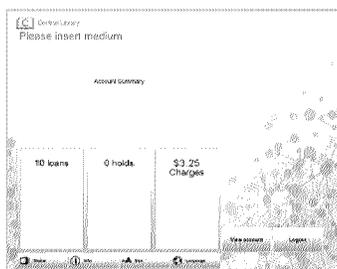
Return and sorting is only easy if it's flexible. Our innovative AMH software was designed to easily accommodate unique library needs. quickConnect™ AMH delivers an engaging patron experience for all types of return and sorting interactions. Whether a patron is renewing an item or simply returning a stack of books, quickConnect™ AMH saves time for library patrons and staff.



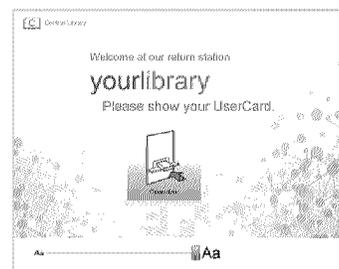
return and renew



languages



account summary



accessibility



Flexible workflow and media handling via configuration



Multiple time-based sort strategies and operation modes



Ability to configure multiple ILS connections



Convenient and accessible receipt printing



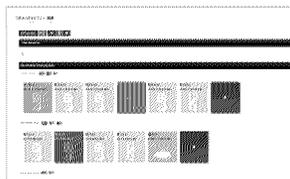
Easily customized patron interface themes and templates



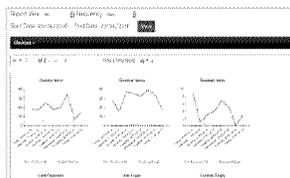
Multi-language support with 22 default languages

bibliotheca libraryConnect™

Everything you need in one place. libraryConnect™ is the only place you need to go to manage your entire suite of bibliotheca solutions. This one-stop portal allows you to access more information, have full transparency on all your products and connect with other like-minded libraries.



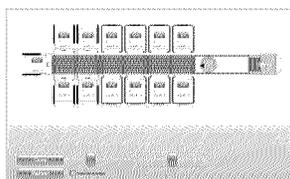
device configuration



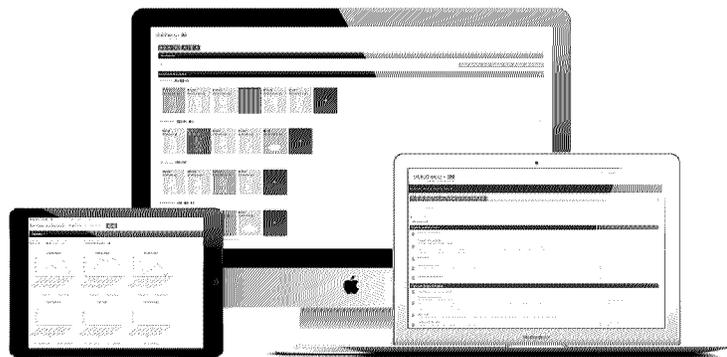
live reports

Device	IP	MAC	Model	Serial	Manufacturer	Power	Temp	Usage	Health
Device 1	192.168.1.1	AA:BB:CC:DD:EE:FF	Model X	123456789	Manufacturer A	100%	25°C	50%	Good
Device 2	192.168.1.2	AA:BB:CC:DD:EE:FF	Model X	123456789	Manufacturer A	100%	25°C	50%	Good

detailed statistics



flex visualizer™



Configure devices remotely and synchronize settings



View status and reports on your library self-service devices



Configure and manage flex AMH™ with integrated visualizer



Share ideas with other bibliotheca customers through an online forum



Access a wealth of self-help training materials, including videos and patron guides



Access online customer support portal

bibliotheca quickConnect™ system manager

Simple back-end management. Behind the intuitive patron-facing side of quickConnect™ lives an extremely powerful staff management tool that gives you access to a range of information and statistics, while also letting you control features on the front end. Accessible through libraryConnect™, you can change the fonts, font sizes, colors and themes, as well as make changes to the workflow – configuring if, and when, certain dialogue boxes or options should be presented.



Control your library theme

Choose from dozens of customizable templates and themes to design an experience that reflects your library



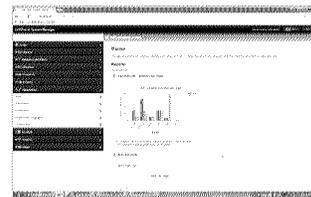
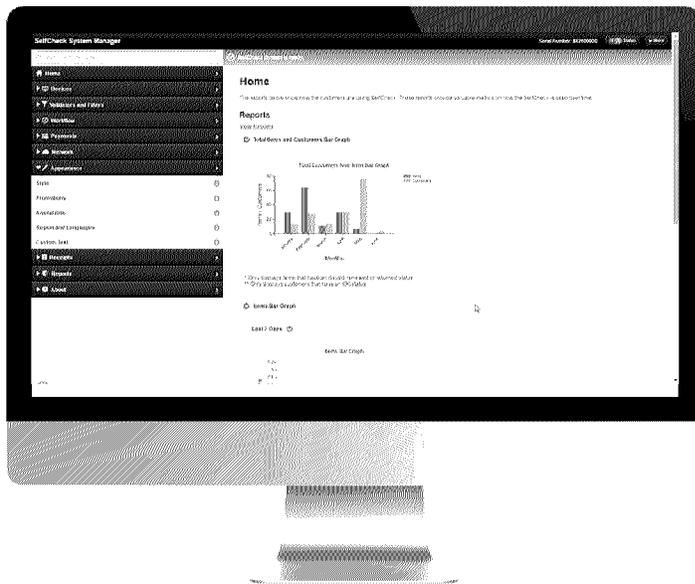
Data-driven success

Use powerful reporting tools to monitor your self-service and see how your patrons are interacting with your library promotions

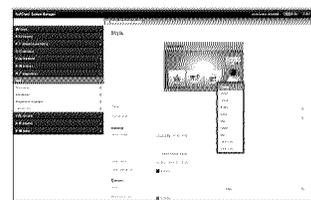


Features at your fingertips

Display available features or choose the ones that work best for your library



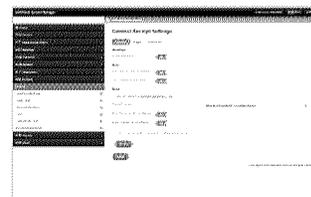
home



appearance



workflow



receipts

- **Any exception to these requirements should be listed on the exception sheet provided within the bid packet.**
bibliotheca has no exceptions.

Technical Requirements:

- **Client software must run on Windows 8 or Windows 10 (preferred).**
Yes.

The flex AMHT™ system runs on Windows 10.

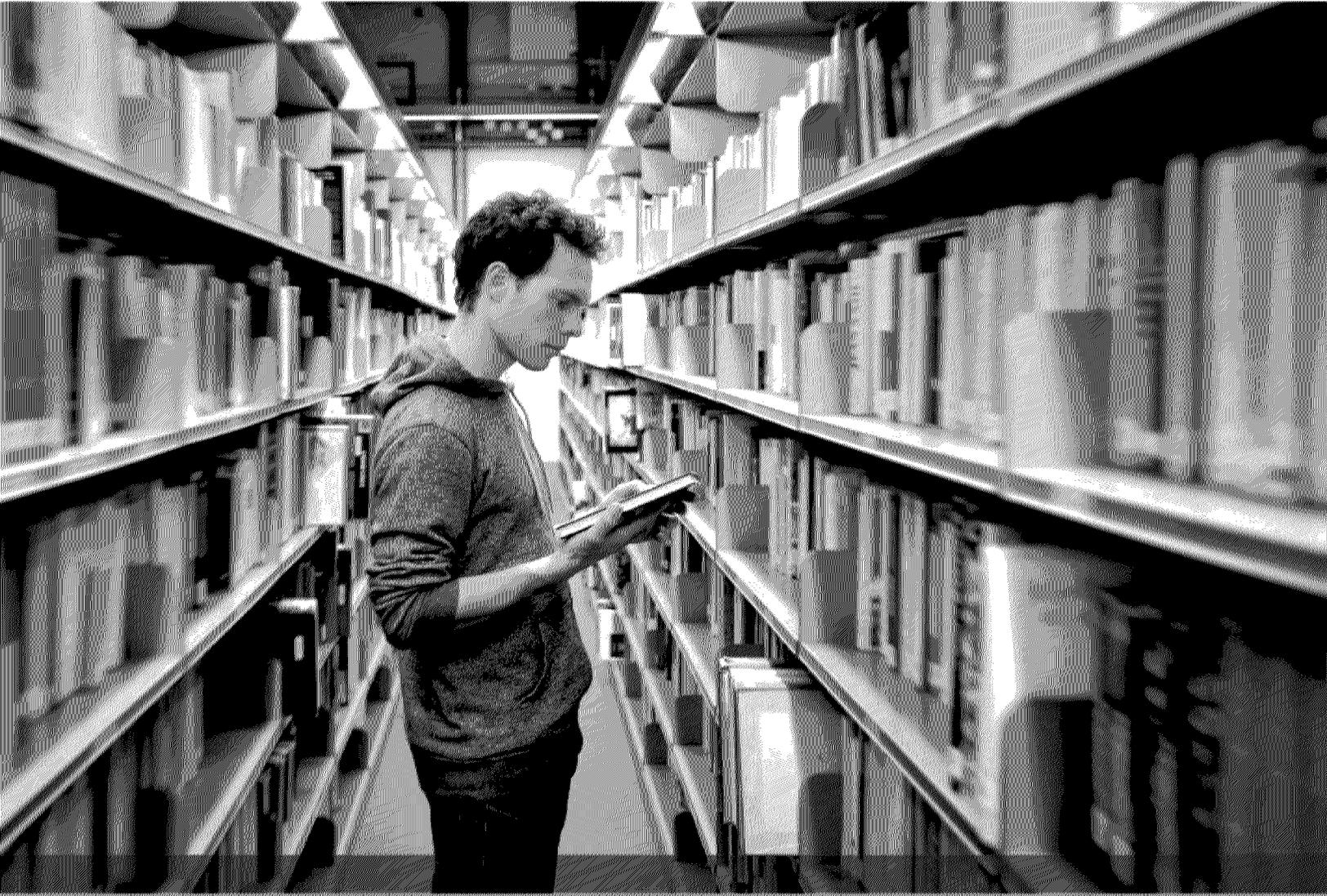
- **Server software must run on Windows server 2012 R2, or higher.**
Yes.

Documentation:

Provide samples of the following:

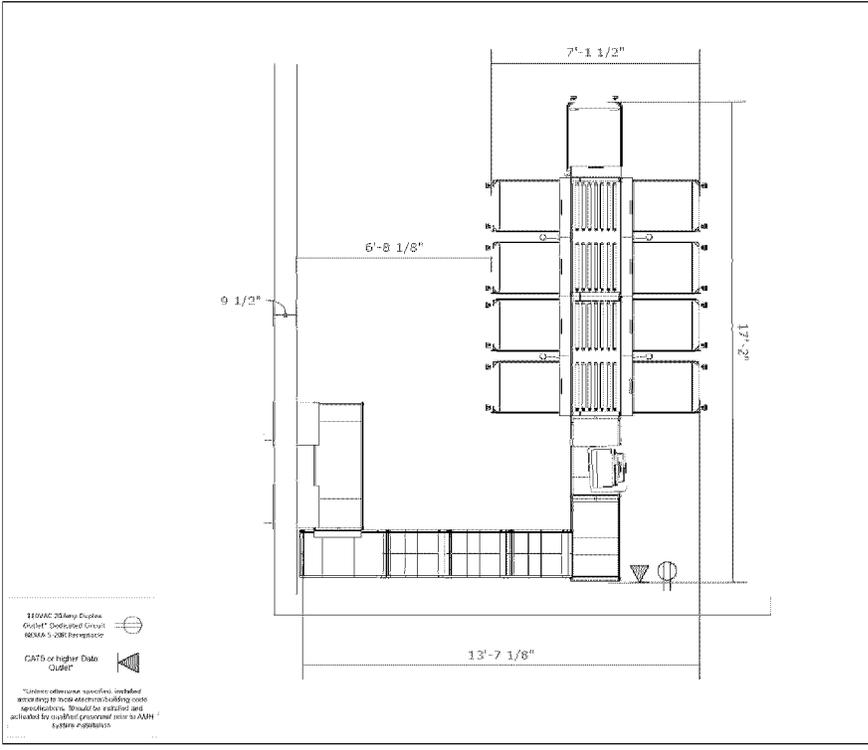
- **Licensing agreements**
- **Warranty, standard and extended options, including cost**
- **Maintenance agreement**
- **Reports**

These documents are included in the Additional Information section of our bid response.



Pricing

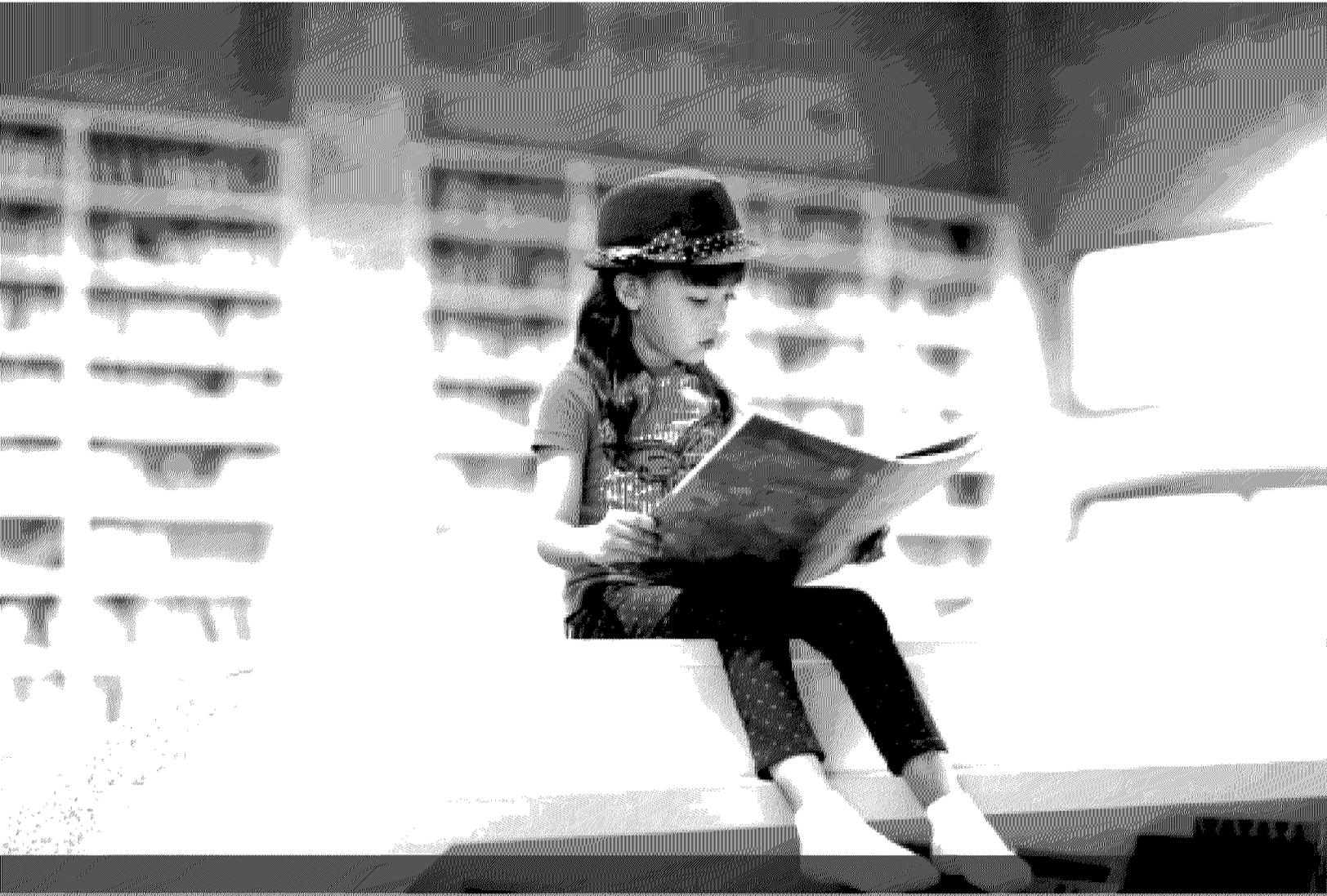
Pricing

Product	Quantity	Sub Total
System Price (includes year 1 service & maintenance)	1	\$95,726.57
flex AMH™ standard bins with bulkSeparator™	9	\$8,995.50
System Installation	1	\$3,451.00
Onsite Training	1	included
Shipping and Handling	1	\$3,637.62
Service and Maintenance (Year 1)	1	included
flex AMH™ 9-bin sorter with bulkSeparator™ layout drawing:		
<div style="display: flex; align-items: center;">  <div style="margin-left: 20px;"> <p>bibliotheca transforming libraries</p> <p>Lewisville- flexAMH_9BIN_BUL K_Rev02</p> <p>Creation Date: January 17, 2018</p> <p>Last Change: January 17, 2018</p> <p>Name: J.Beaver</p> <p>Page 1</p> </div> </div>		
		Total Price: \$111,810.69

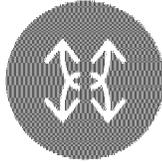
Additional years of service and maintenance past year one include the following:

Year 2	Year 3	Year 4	Year 5
\$8,377.77	\$8,796.65	\$9,236.49	\$9,698.31





Additional Information



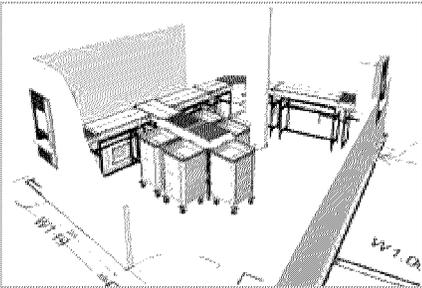
bibliotheca flex AMH™

flexible return and sorting system

Create the perfect return and sorting solution that is configured to fit your space and budget, providing you with the best overall value. We simplify the materials handling process, so you can evolve your service and deliver the best overall library experience for your community.

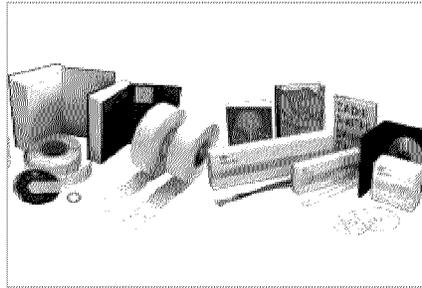


benefits of the flex AMH™



completely customized for you

Our fully modular design allows us to create any type of solution to fit your specific space. Our dedicated AMH team will walk you through the entire process from beginning to end, ensuring your return and sorting processes will deliver the results you need!



RFID, EM & barcode based

Our flex AMH™ solution can be used in libraries that use RFID, EM or barcode technologies. There is no need to convert your collection to a specific format in order to start taking advantages of efficient return & sorting processes at your library.



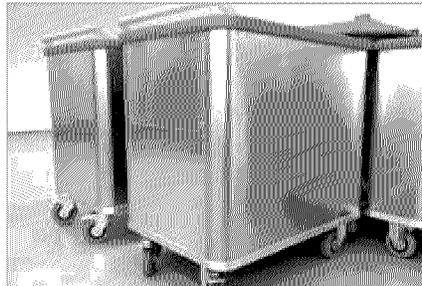
return multiple items at once

Easily integrate the flex AMH™ system with any standard book drop. This allows users to quickly return multiple items and carry on with their day. These items will be separated and accurately processed in a fraction of the time it takes manually.



move items across multiple floors

With extended conveyors and lift systems, the flex AMH™ system allows you to sort items from multiple rooms and floors within your library. By automating the collection of materials from many return points, you can simplify the complexity of getting items back on the shelf fast.



select from many types of bins

Depending on your space and requirements, we offer a selection of return bins to choose from. We have a smaller, more square bin, a large rectangular bin, and our autoBin™ even senses the level of books in the bin and brings them all to the top for you, requiring less bending and repetitive motion injuries.



sort items onto stacking carts

For the ultimate ergonomic solution, we offer the flex stackingCart™, where books are sorted with their spines in an outward facing direction and stacked neatly onto the cart. These mobile stacking carts can easily be transferred into the stacks and with a touch of a button, transform into a horizontal shelf, making it convenient to re-shelf items.

Specifications : bibliotheca flex AMH™

User frontend:	<p>Dimensions*: h: 945 mm / 3'-2" w: 636 mm / 2'-1.5" 19" touchscreen Input level (internal & external) h: 950 mm / 2'-3.5"</p>	<p>Environmental facts: Noise Level: Less than/equal to 55dB per module Humidity: Max 80% non condensing Working temperature (internal): +5°C - +40°C / 41°F - 104°F Working temperature (external): -15°C - +60°C / 5°F - 140°F</p>
RFID specification:	<p>Operating frequency: 13.56 MHz, max transmitting power: 1.2W Supported tag types: ISO15693 / ISO18000-3 Mode 1 Radio approvals: Europe (EN 300 330), US (FCC 47 CFR Part 15), Canada (IC RSS-GEN, RSS-210)</p>	<p>bulkSeparator™ Operating frequency: 13.56 MHz, max transmitting power: 5W Supported tag types: ISO15693 / ISO18000-3 Mode 1 Supported user cards Operating frequency: 13.56 MHz, max transmitting power: 100mW Supported tag types: ISO15693, ISO18000-3 Mode 1, ISO14443A/B Radio approvals: Europe (EN 300 330), US (FCC 47 CFR Part 15)</p>
Item performance:	2,400 item per hour to be sorted, depending on LMS/ILS response time	
Login types:	Barcode , Mifare , Legic	
Standards / certification:	CE, FCC, UL, RCM All devices running on 24V DC low voltage Machinery directives 2006/42 EN Relevant low voltage directives Relevant electromagnetic submission and radiation directives	
Reporting:	Configuration and reporting is available via our optional libraryConnect™ central management software.	
Software:	quickConnect AMH™ software is delivered pre-installed and pre-configured with all AMH systems. Supports LMS/ILS protocols SIP2 and NCIP and is data model independent. flex Visualizer™ provides quick information and an instant virtual view of the configured AMH system.	
Dimensions of items that can be sorted:	minimum: h: 100mm / 3.94' w: 100mm / 3.94' d: 5mm / 0.20' maximum: h: 410mm / 16.14' w: 360mm / 14.17' d: 120mm / 4.72'	
Weight of items that can be sorted:	maximum: 4 kg / 8.8 lbs	
Options:	<p>Hardware: External weather resistant proofing (rain/bright conditions) Mounting collar Hold slip printer Item barcode reader Mifare Reader for patron identification cards RFID Antenna in frame - for RFID patron cards or items Declining conveyors Turntable and curve modules Lift systems</p>	<p>flex bulkSeparator™ flex bin™ in large or small size flex autoBin™ flex stackingCart™ (incl. turn table) Protective covers for all modules Tote sorting Software: Reject function Unsecure function libraryConnect™ central management software</p>

*Subject to change based on custom configuration

Although we make every effort to ensure information is correct at the time of release, it is possible that specifications and features may vary or change over time. bibliotheca therefore makes no representations or warranties as to the completeness or accuracy of the information contained within this document.





bibliotheca flex AMH™
return + sorting solutions



libraries today

Have to deliver excellent service with tighter budgets and limited resources

Are challenged to meet increasing user expectations

Are evolving to focus on the social-based needs of their communities

How can automated return + sorting solutions help your library?



Simplify processes for library staff

With any combination imaginable, flex AMH is the maximum time saver, delivering efficient workflows that keep your circulation moving and allow your staff to focus on more meaningful tasks.



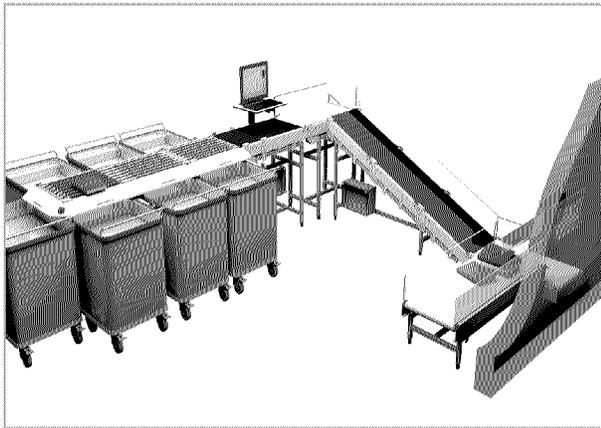
Enhance experiences for library users

flex AMH was designed specifically for library users from the ground up. This unique hardware and software return + sorting solution delivers an engaging experience for users – making returning library items as simple as possible.



benefits of the flex AMH range

Create the perfect return and sorting solution that is configured to fit your space and budget, providing you with the best overall value.



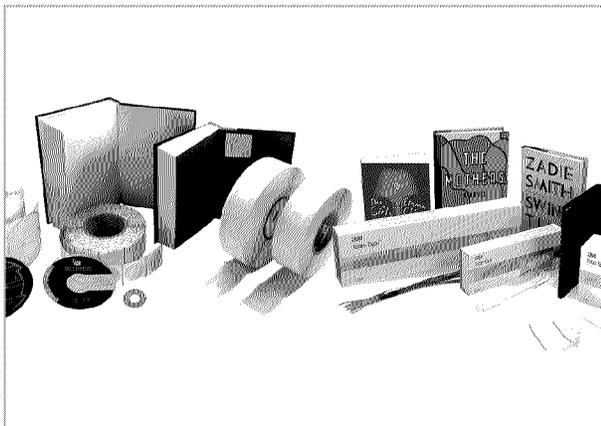
completely customized for you

Our fully modular design allows us to create any type of solution to fit your specific space. Our dedicated AMH team will walk you through the entire process from beginning to end, ensuring your return and sorting processes will deliver the results you need!



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Easily integrate the flex AMH system with any standard book drop. This allows users to quickly return multiple items and carry on with their day. These items will be separated and accurately processed in a fraction of the time it takes manually.



RFID, EM + barcode based

Our flex AMH solution can be used in libraries that use RFID, EM or barcode technologies. There is no need to convert your collection to a specific format in order to start taking advantages of efficient return + sorting processes at your library.



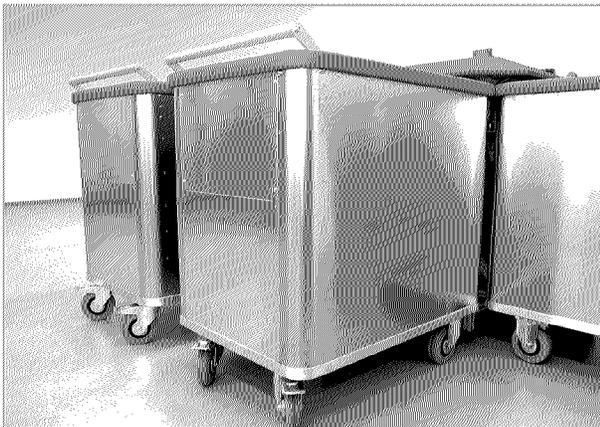
Learn more: flex AMH features + benefits video

Hard to image how this system can work in your space?
[Watch the video](#) for benefits and flexibility flex AMH brings to libraries.



move items across multiple floors

With extended conveyors and lift systems, the flex AMH system allows you to sort items from multiple rooms and floors within your library. By automating the collection of materials from many return points, you can simplify the complexity of getting items back on the shelf fast.



select from many types of bins

Depending on your space and requirements, we offer a selection of return bins to choose from. We have a smaller, more square bin, a large rectangular bin, and our autoBin™ even senses the level of books in the bin and brings them all to the top for you, requiring less bending and repetitive motion injuries.



sort items onto stacking carts

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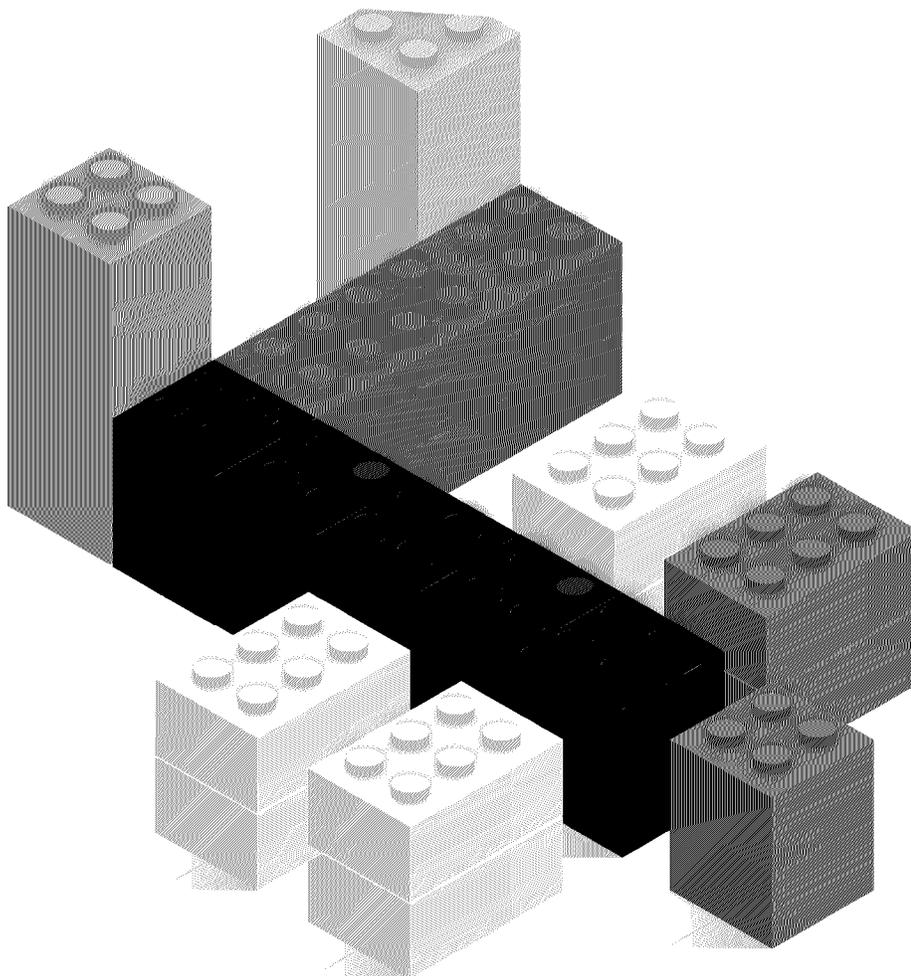
a solution that grows with your library's needs

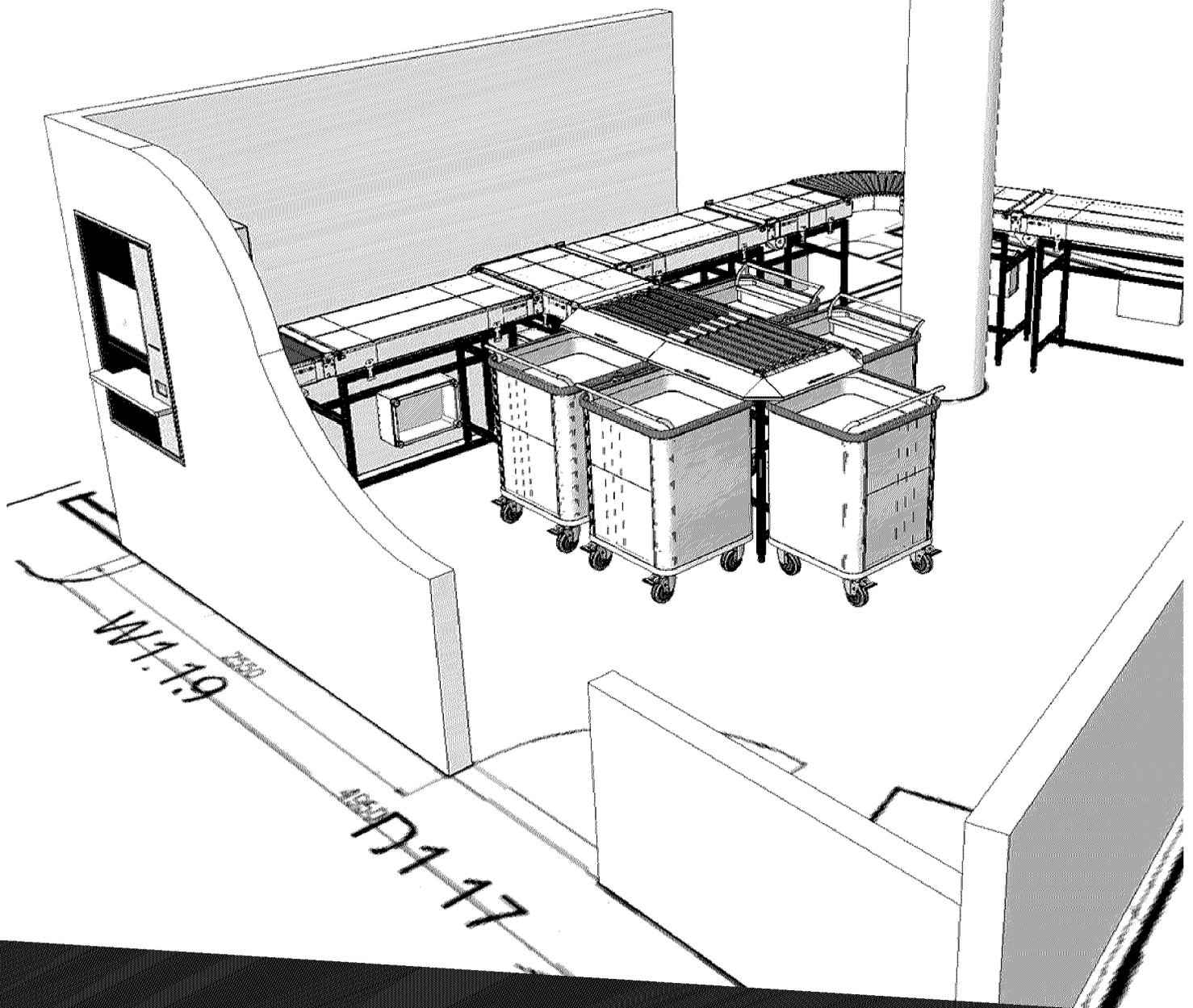
We build your library installation around the specifications you give us and make sure our modular system perfectly fits your existing space. With many factors to consider when choosing the right solution for your library, we make sure to guide you through the process with ease and simplicity.

Can be designed to allow for convenient 24/7 access

Dedicated sort patterns allow for quicker material processing

Handles deliveries from other branches



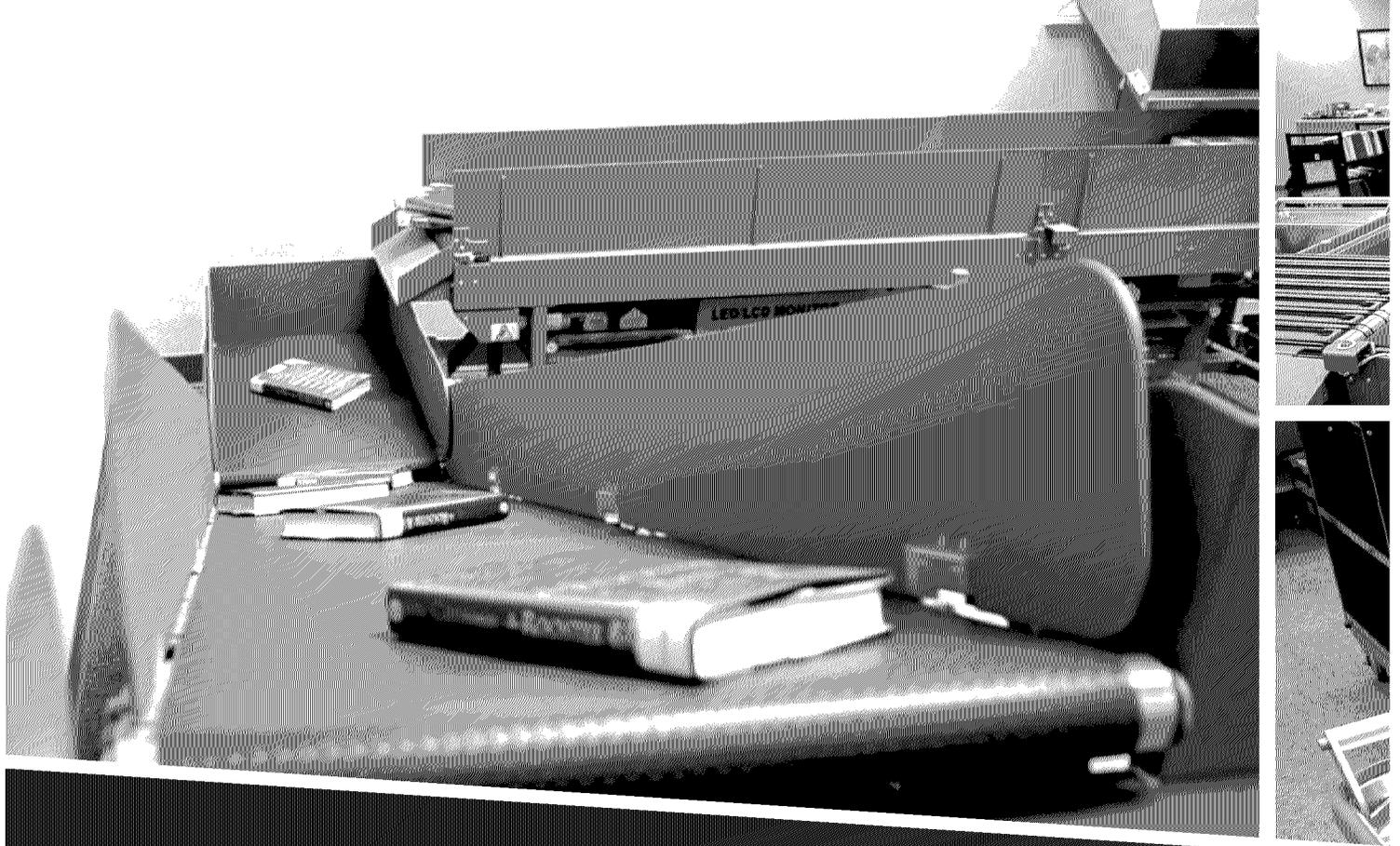


“The flex AMH was delivered Monday morning, and by 4:30 in the afternoon the entire 17-bin system was assembled and installed. **It was a bit like watching a Lego set being fitted together.**”



Richmond Hill Public Library customer story

flex AMH makes returning and sorting easier than ever before for this Ontario, Canada library. [Read more...](#)



offer a drop-and-go experience familiar + intuitive to users

With the flex AMH bulkSeparator™, libraries can offer a quick, simple *drop-and-go* return solution, an experience familiar to users*. With the natural use of gravity and vibration, the bulkSeparator efficiently separates items for accurate processing. Lastly, free staff from manual processing labor for more meaningful tasks in the library.



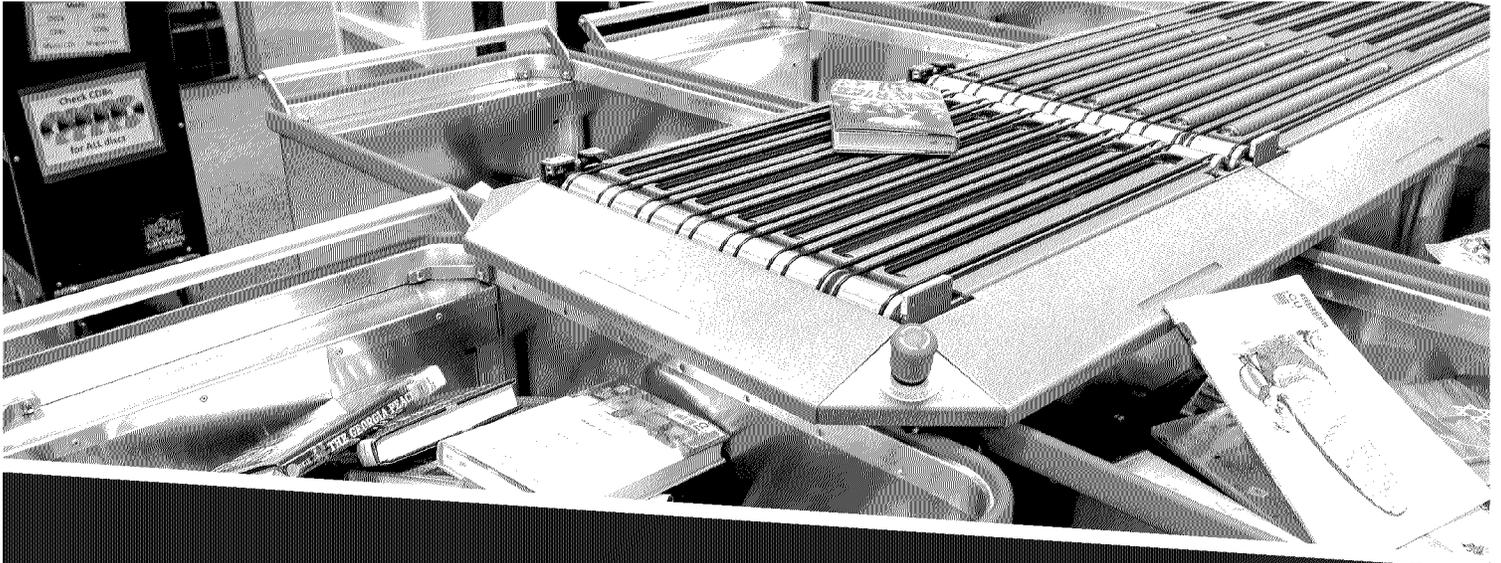
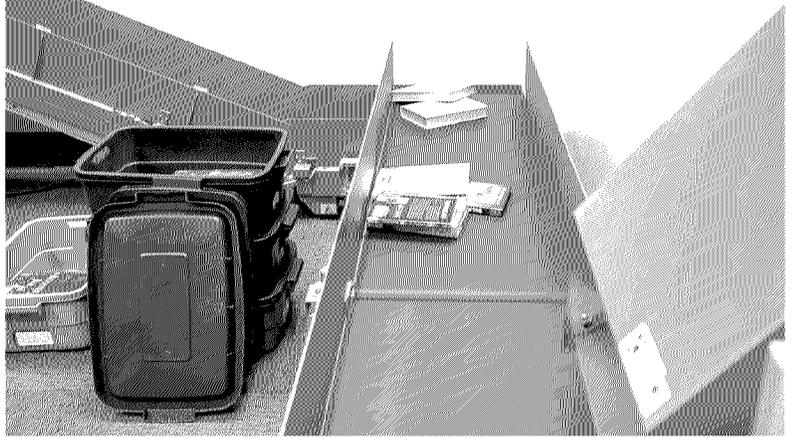
Library demo + case study: Forsyth County Public Library

Forsyth County partnered with bibliotheca to help manage their return process and make it as easy as possible for readers to return items and then go enjoy a program or discover their next book.

View: in-library flex AMH demo

Download: the full customer story

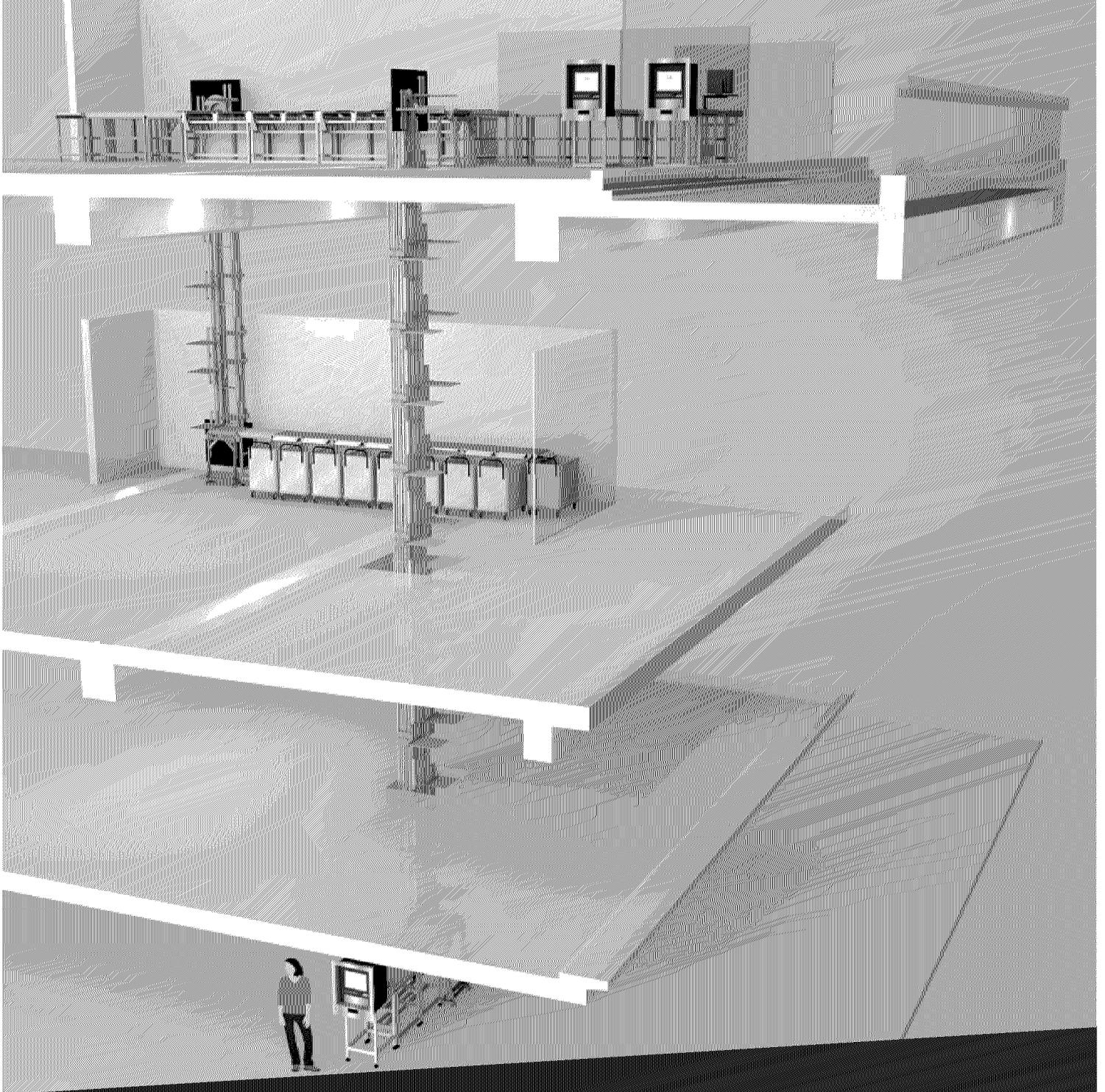
* flex AMH bulkSeparator works with RFID enabled items only



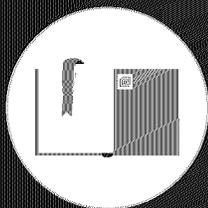
Need more information?
Speak with a flex AMH specialist today.

We are dedicated to simplifying tasks and improving user experience so libraries can focus on their community impact. We deliver custom ROI analysis to show the cost savings and efficiency gains with flex AMH.

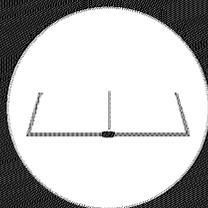
[Click here to get in touch!](#)



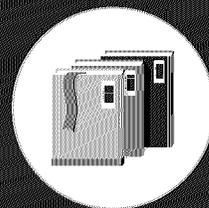
works with your technology



RFID



Electromagnetic



Barcode

effortlessly move items across floors or even buildings

Design a solution that fits your custom library space + optimizes the user experience

Offer returns on multiple floors or across vast buildings with ease

Allow library users the convenience of 24/7 returns

Modernize your library space and operations with the latest return + sorting technologies

Maximize space and keep valuable square footage for library services + staff needs

Trust our qualified engineers for support throughout the planning + implementation phases



bin options enable library items to be gently accumulated and sorted

All of the flex AMH bin options integrate seamlessly with the flex AMH return and sorting system. Each bin can easily pull away from the docking station, allowing staff to smoothly glide them around the workroom. The spring-loaded base also provides a sponge-like reflex, gently protecting items from being damaged as they are sorted into the proper location.



Learn more in the dedicated datasheet

The flexBin + flex autoBin datasheet includes specifications and benefits for each bin type + size.



sort into neatly organized stacks

Items are placed neatly on the stackingCart™, ready to be re-shelved

Eliminates the need for staff to continually bend over and risk repetitive motion injuries

Roll from back room directly into the stacks, eliminating the need for additional handling

intuitive software for users + staff

The user-facing quickConnect™ AMH software delivers an engaging experience for users of all ages and abilities – making returning library items a breeze. Staff utilize flex AMH software to easily monitor the health of the system, make changes to the user interface and design custom receipts. To learn more, see our dedicated [flex AMH software datasheet](#).

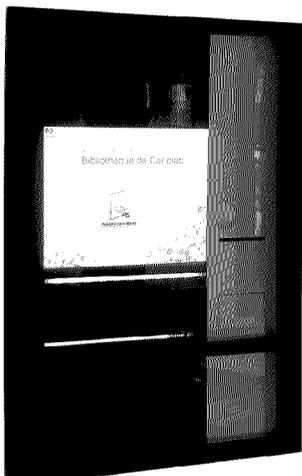
Creative + welcoming screen welcomes and invites users

Engage with users in their preferred language

Confirm return details with easy-to-read information

Intuitively prompt users when a response is needed

Provide easy-to-use keyboards to enter user details



Customer story: Candiac Library

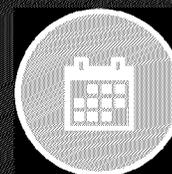
Learn more about how a small Quebec library modernized their service offering with the help of flex AMH + selfCheck.



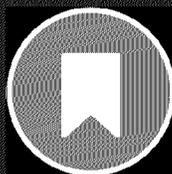
View real-time updates from any location with ease



Design your library's custom hold slip



Easily backdate returned items for accurate processing



Share informative receipts with users



Allow users to return all items to the library, even for others!



aggregate multi-branch statistics centrally

quickConnect AMH works seamlessly with libraryConnect™ devices, delivering valuable analytics and reporting from flex AMH systems located in multiple branches. Other benefits for library staff include:

View real-time updates from any location with ease

Configure and manage flex AMH with integrated visualizer

Pull monthly reports for data-driven analysis

specifications

User frontend:	Dimensions*: h: 945 mm / 3'-2" w: 636 mm / 2'-1.5" 19" touchscreen Input level (internal & external) h: 950 mm / 2'-3.5"	Environmental facts: Noise Level: Less than/equal to 55dB per module Humidity: Max 80% non condensing Working temperature (internal): +5°C - +40°C / 41°F - 104°F Working temperature (external): -15°C - +60°C / 5°F - 140°F
RFID specification:	Operating frequency: 13.56 MHz, max transmitting power: 1.2W Supported tag types: ISO15693 / ISO18000-3 Mode 1 Radio approvals: Europe (EN 300 330), US (FCC 47 CFR Part 15), Canada (IC RSS-GEN, RSS-210)	bulkSeparator Operating frequency: 13.56 MHz, max transmitting power: 5W Supported tag types: ISO15693 / ISO18000-3 Mode 1 Supported user cards Operating frequency: 13.56 MHz, max transmitting power: 100mW Supported tag types: ISO15693, ISO18000-3 Mode 1, ISO14443A/B Radio approvals: Europe (EN 300 330), US (FCC 47 CFR Part 15)
Item performance:	2,400 item per hour to be sorted, depending on LMS/ILS response time	
Login types:	Barcode , Mifare , Legic	
Standards / certification:	CE, FCC, UL, RCM All devices running on 24V DC low voltage Machinery directives 2006/42 EN Relevant low voltage directives Relevant electromagnetic submission and radiation directives	
Reporting:	Configuration and reporting is available via our optional libraryConnect devices central management software	
Software:	quickConnect AMH software is delivered pre-installed and pre-configured with all AMH systems. Supports LMS/ILS protocols SIP2 and NCIP and is data model independent. flexVisualizer™ provides quick information and an instant virtual view of the configured AMH system.	
Dimensions of items that can be sorted:	minimum: h: 100mm / 3.94' w: 100mm / 3.94' d: 5mm / 0.20' maximum: h: 410mm / 16.14' w: 360mm / 14.17' d: 120mm / 4.72'	
Weight of items that can be sorted:	maximum: 4 kg / 8.8 lbs	
Options:	Hardware: External weather resistant proofing (rain/bright conditions) Mounting collar Hold slip printer Item barcode reader Mifare Reader for user identification cards RFID Antenna in frame - for RFID user cards or items Declining conveyors Turntable and curve modules Lift systems	flex bulkSeparator** flex bin in large or small size flex autoBin flex stackingCart (incl. turn table) Tote sorting Software: Reject function Unsecure function libraryConnect devices central management software

* Subject to change based on custom configuration

** flex AMH bulkSeparator works with RFID enabled items only

Although we make every effort to ensure information is correct at the time of release, it is possible that specifications and features may vary or change over time. bibliotheca therefore makes no representations or warranties as to the completeness or accuracy of the information contained within this document.

US USE ONLY



Bibliotheca & _____ [Library] _____
Sales Agreement
Effective: [Date], 2017

CONFIDENTIAL, [Library] and Bibliotheca use only

Sales Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by **Bibliotheca, LLC**, a corporation in the State of Delaware, USA, with offices at 3169 Holcomb Bridge Rd., Ste. 200, Norcross, Georgia 30071 and 403 Hayward Ave. North, Oakdale, Minnesota 55128 (hereinafter referred to as "Bibliotheca") and **[Library]**, located at _____ (hereinafter referred to as "Customer").

RECITALS

WHEREAS, Customer desires to implement Automated Materials Handling (AMH) and Radio Frequency Identification (RFID) systems on its premises, and;

WHEREAS, Bibliotheca is willing to provide such products and services that together comprise the system(s) listed above and is willing to provide such products and services pursuant to all the terms and conditions in the Agreement;

NOW THEREFORE, in consideration of the mutual covenants of the Parties ("Parties" or "Party" shall be defined as Bibliotheca and Customer), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bibliotheca and Customer have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

WITNESSETH: In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. Any properly executed amendment or change order to this Agreement (most recent with first priority), and
2. This Agreement, and
3. Any attachments included with this Agreement.

TERM AND TERMINATION

Term

The effective date of this Agreement shall be the date indicated above and shall extend for five (5) years, unless terminated earlier under one of the termination provisions contained in this Agreement. The first-year warranty shall begin on the ship date.

Support and maintenance shall be paid in 12-month installments in advance and shall auto-renew on an annual basis of the ship date. Subsequent years of support and maintenance and subscriptions fees are to be paid annually in advance on the anniversary of the ship date. Following the first year of system operation, support and maintenance will be subject to annual increases.

Termination

- a. This Agreement may be terminated by Customer upon ninety (90) days written notice to Bibliotheca should Bibliotheca fail to perform in accordance with all the terms of this Agreement.
- b. Notwithstanding Clause A., Bibliotheca shall have right to redress, with thirty (30) days to remedy the issue(s) from the date of notification from the Customer.
- c. Regardless of reason for termination, Customer is responsible for payment for all products and services delivered according to the terms and conditions of this Agreement up until the date of termination of this Agreement.

DUTIES OF BIBLIOTHECA

1. Bibliotheca represents that in the performance of the work, duties, and obligations assumed by it under this Agreement that it is acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the Customer. Bibliotheca will have the authority to act on behalf of the Customer only to the extent provided in this Agreement unless otherwise modified by written instrument.
2. Bibliotheca will supply Customer with written invoices according to the payment schedule specified in the Agreement or, if not specified, following shipment of products to the Customer. Unless otherwise stated and agreed to in writing, Bibliotheca is not responsible for the collection or payment of any duties, excise, sales, use property, retailers, occupation, business, or similar tax. The amount of any such taxes which are payable in accordance with the provisions of any statute or rules, regulations or decision of any taxing authority, will be paid by the Customer.
3. Bibliotheca agrees that title to all work covered by an invoice for payment will pass to the Customer upon receipt of such payment.
4. Bibliotheca warrants products in accordance with the warranty attached to this Agreement (Exhibit 2). Bibliotheca agrees to support and maintain products during the first year of operation in accordance with document entitled Annual Maintenance and Support for Bibliotheca Products (Exhibit 3). Following the first year, Bibliotheca agrees to continue to support and maintain products supplied under this Agreement for the period(s) specified in the Equipment Lifecycle Policy (Exhibit 4), on a year by year basis, contingent upon the Customer's payment in advance for such support and maintenance.
5. Indemnification. Bibliotheca agrees to indemnify and hold harmless Customer from all claims and suits for loss of or damage to property, including loss of the use thereof, or injuries including death to persons, and from all judgments recovered therefore, and from all expense in defending said claims or suits, including court costs, attorney fees and other expenses, caused by an act or omission of Bibliotheca and/or its subcontractors, their respective agents, servants and employees working on the project and not caused by the fault or negligence of the Customer.
6. Insurance. Without limiting its liability under this Agreement, Bibliotheca will maintain at its expense during the life of this Agreement Workman's Compensation insurance as mandated by law and comprehensive General Liability insurance in amounts no less than Bodily Injury Each Person - \$1,000,000, Bodily Injury Each Occurrence - \$1,000,000, and Property Damage Each Occurrence - \$1,000,000. Customer will be named as an additional insured and noted as such on each policy.

DUTIES OF CUSTOMER

1. Inspection of Equipment. Customer will inspect all products immediately upon delivery, noting damage to external packaging and/or contents on the delivery receipt or bill of lading. Customer will immediately notify Bibliotheca of such damage. Customer understands that failure to immediately report damage may result in the inability to file claims with the shipper or insurance companies. Damages not covered as a result of the Customer's failure to examine or report are the full responsibility of the Customer.

2. **Payments and Delays.** Customer will issue purchase orders to Bibliotheca in writing for the products and services listed in Exhibit 1, noting desired delivery dates that will not be earlier than sixty days following receipt of the purchase order by Bibliotheca. Unless noted otherwise on the purchase order, Customer will be prepared to receive products from the date of its purchase order. The specific date for delivery and commencement of installation shall be agreed upon in consultation between the Customer and Bibliotheca. Should Customer, due to delays in construction or for any other reason, not be prepared to accept delivery on or before the stated desired delivery date on the purchase order, Bibliotheca will delay without penalty the shipment of product for up to two weeks following that date as long as no cost-incurring changes are required in the Bibliotheca technician's installation schedule. If, after two weeks following the stated desired delivery date, Customer is still not ready to accept delivery, Bibliotheca will invoice Customer according to the percentages below and delay shipment of the products on condition that the Customer remit payments as if shipment and installation had taken place at the latest possible dates that fall within this two week period: 35% of the total contract seven days following the date of the delivery specified on the purchase order and 15% fourteen days following the date of delivery specified on the purchase order. In all cases, Customer will be fully responsible for all costs incurred by Bibliotheca as a result of a change in the Bibliotheca technician's installation schedule. Furthermore, as Bibliotheca will be required to store the equipment until Customer accepts delivery, Customer will be charged 0.5% of the purchase price of the system and/or products each month until system and/or products are shipped and accepted by Customer.
3. **Payment Terms.** Customer will remit payment in US Dollars to Bibliotheca no more than 30 days following the date of invoice for all products except for AMH solutions, which are detailed below, or unless otherwise negotiated. Payments for products/services are due within thirty days of invoice receipt. Support and maintenance is invoiced prior to the start of the contract period and is due within thirty days of invoice. Interest will accrue on the amount due at the rate of two percent (2%) per month for each full calendar month or part thereof during which such amount shall be outstanding, such interest to commence to accrue on the fifteenth (15th) day after such amount is due and payable. If this interest rate exceeds the maximum interest rate permitted by law, then the interest payable shall be at such maximum permissible rate. In the case of Lyngsoe, Flex AMH, and all sorting options, the payment terms are as follows: 50% upon PO, 40% after shipment, and 10% after Customer sign-off and acceptance.
4. **Tax Exemption.** If Customer claims exemption from any taxes imposed by any taxing authority, Customer will save Bibliotheca harmless from any such tax, together with any interest, fines, or penalties thereon, which may at any time be assessed against it by reason of the fact that such Work or portion thereof is held to be taxable by the taxing authority. In the event that the Customer is exempt from such taxes or should Customer elect to pay such taxes directly to the taxing authority, then Customer shall provide Bibliotheca with a valid tax exemption certificate or similar document in form satisfactory to Bibliotheca.
5. Customer is responsible for supplying materials, equipment, and services as described in Exhibit 1 and other documents that have been provided to the Customer relating to the work proposed. In addition, Customer is responsible for security and paying for all licenses and permits required for the execution of the work, including SIP2 licenses.

6. Customer will designate a primary and secondary contact person for the purpose of coordinating with Bibliotheca representatives all technical aspects and implementation of the system(s). These designated individuals will provide all information needed by Bibliotheca for implementation of the system. Customer will immediately report all system problems to Bibliotheca. At Bibliotheca's request, Customer will generate system reports as may be needed by Bibliotheca and, if requested, maintain a log detailing all problems experienced with the system. Customer agrees to permit Bibliotheca reasonable remote access to support the System as demonstrated in Exhibit 1.
7. Customer warrants that the project is located on real property owned by the Customer and that access to such real property will be furnished to Bibliotheca at such times and on such dates as Bibliotheca may reasonably require in connection with the execution and completion of the Work. Customers will provide a clear path for access to and from the installation site for personnel and equipment. Customer will ensure that not later than the scheduled start of installation date, the installation site is free and clear, that all civil work and necessary removal or modifications of existing equipment or buildings is concluded, and that all necessary Customer provided infrastructure, including but not limited to electrical and network connections, is in place according to Bibliotheca specifications. Customer will be fully responsible for all costs associated with the failure of the Customer to meet these requirements. These costs include, but are not limited to, additional work performed by Bibliotheca to prepare the site, additional time required for installation and training, and the additional costs associated with required travel.
8. Customer understands that the proper performance of the system depends upon a thorough understanding and implementation of the installation and operating instructions provided by Bibliotheca. Customer is responsible for ensuring that all staff, volunteers and others who perform services at the Customer's behest are fully trained in the operation of the system components with which they are working.
9. Customer will not modify Bibliotheca hardware or software without first consulting Bibliotheca. Customer represents that Bibliotheca software is the intellectual property of Bibliotheca and is protected by law, including copyright laws and international treaties. Copies of software may not be made without the expressed written consent of a Bibliotheca representative authorized to legally obligate the company. Furthermore, Customer will maintain the confidentiality of all information, be it in written, unwritten, or any other form, provided it by Bibliotheca. Only such information as may be necessary for Customer's agents to perform their duties shall be shared with such agents. Customer shall take all reasonable steps to protect Bibliotheca's intellectual property rights.

MISCELLANEOUS

1. Force Majeure. The parties to this Agreement will not be liable for any delay or failure to perform their obligations if that failure or delay is due to any cause or condition beyond the control of that party and, in particular, without limitation, any failure, damage or loss due to fire, flood, exposure or any act of God, industrial disturbance, failure of electrical telecommunications networks, acts of vandalism, sabotage, civil services, war, changes in legislation or regulations of any government or governmental agency, refusal or revocation of any license or consent by the government of any authority.
2. Limitation of Liability. The liability of Bibliotheca, its agents, employees, subcontractors and supplies with respect to any claims arising out of the performance or non-performance of obligations under the Agreement, or the design, manufacture, sales, delivery, installation

or use of the Work or materials or the condition of other services hereunder irrespective of the theory upon which any claim may be based, including, without limitation, breach of the Agreement, breach of warranty or tort (including negligence), indemnity, strict liability or otherwise:

- (i) shall in no event include consequential, indirect, special or similar damages including, but not limited to, loss of profits or revenue, or loss of business, and Customer hereby irrevocably waives any right it may have to any damages in excess of actual and incidental, and
 - (ii) except with respect to indemnity claims for personal injury (including death) or damage to property of third parties, shall in no event exceed in the aggregate 100% of the Purchase Price or the scope and limits of insurance required to be maintained under the terms of the Agreement, whichever is less.
 - (iii) The limitation of liability shall prevail over any conflicting or inconsistent provisions contained in the Agreement except where such conflicting or inconsistent provisions provide a more restrictive remedy.
3. Indemnification by Customer. Customer agrees to indemnify, defend (at its own expense with counsel satisfactory to Bibliotheca) and hold Bibliotheca harmless from any and all claims demand, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage which suffered by Bibliotheca as a result of injury to persons (including death) and property arising from:
 - (i) removal or modification to Bibliotheca-furnished safety features,
 - (ii) the disregard of Bibliotheca-furnished user safety instructions,
 - (iii) any portion of the Work which includes Customer's existing Work or Work furnished by Customer,
 - (iv) improper use of the Work,
 - (v) any information, representation, reports or data furnished or prepared by Customer or
 - (vi) Customer's failure to properly instruct employees regarding the proper use and maintenance of the Work.
4. Change orders. Customer is fully responsible for any and all costs that are incurred as a result of changes initiated by Customer to this Agreement, to any other contract signed between Bibliotheca and the Customer related to the Work, to any Purchase Order issued to Bibliotheca by the Customer related to the Work, and to any instructions provided to Bibliotheca by the Customer related to the Work.
5. Return Policy. Systems returns will be accepted within thirty (30) days from the date of order and must be in the original packaging. A twenty percent (20%) restocking fee will be charged, and Customer will pay for any return shipping. RFID tags and consumables are unable to be returned at any point.
6. Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement will not sell, transfer, assign, license, franchise or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assigned agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this

Agreement whether express or implied as if the proposed assignee was an original contracting party to this Agreement.

7. Severability. Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
8. Choice of Law: Venue. The laws of the State of Georgia shall control the validity, construction and effect of this Agreement and also any extensions and/or modifications of it. Any action, suit, or other proceeding concerning this Agreement must be brought and maintained only in a court of competent jurisdiction sitting in Gwinnett County, Georgia.
9. Notices. Bibliotheca and Customer shall give all notices and communications between the parties in writing by either email or registered mail to the addresses noted below. A notice given under this Agreement will be considered effective the fifth business day after sending it.

If to Bibliotheca:

Al Coalla, Director
Bibliotheca, 3169 Holcomb Bridge Rd., Ste. 200, Norcross, GA 30071
877-207-3127 ext. 121 | a.coalla@bibliotheca.com

If to Customer:

[Name, Title]
[Place], [Street], [City, ST Zip]
[Phone] | [Email]

10. Costs and Expenses. Each party will pay its own costs and expenses in relation to the negotiations leading up to and in relation to the preparation, execution and carrying into effect of this Agreement and all other documents referred to in it. In the event that either party deems it necessary to take legal action to enforce any provisions of this Agreement, each party shall pay its own expenses of such action including attorney fees and court costs at all stages of litigation.
11. Entire Agreement. The complete understanding between the parties is set out in this Agreement and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver or discharge of any requirement of the Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.
12. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
13. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the parties to this Agreement.

14. Inter-Local Purchase. To the extent permitted by local, state and federal law, provided products are purchased at similar quantities and are of a similar nature, the prices and applicable terms and conditions, in part or in whole, may be extended to other similar governmental and non-governmental bodies. The aforementioned bodies may or may not be affiliated with the parties to this agreement through a purchasing cooperative, inter-local participation agreement, consortium or other cooperative agreement designed to extend contractual terms agreed to by any one member to all members of the cooperative group.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written. Signature below indicates agreement to all written terms in this document and its exhibits:

BIBLIOTHECA, LLC DBA BIBLIOTHECA

[LIBRARY]

Signature: _____

Signature: _____

Name: Al Coalla
Title: Director

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit 1: Quotation of Work & Products to Be Provided

Forming a part of the Agreement is Bibliotheca's quotation for work to be performed and products to be provided to the Customer.

[A note will be written here if maintenance is purchased up front.]

Exhibit 2: One Year Limited Warranty

Bibliotheca warrants that the equipment provided in conjunction with any Bibliotheca developed and supplied system(s) to be free from factory defects for a period of one year from the date of installation.

This limited warranty does not extend to any Bibliotheca product which, in the sole judgment of Bibliotheca has been subjected to abuse, misuse, neglect, improper installation, or accident, or any damage due to use or misuse produced from integration of the products into any mechanical, electrical, or computer system. Further, any abuse, misuse, neglect, improper installation, accident, enhancement, modification, alteration or change made without Bibliotheca's written consent will invalidate Bibliotheca's Limited Product Warranty.

In the event that it is determined the equipment failure is covered under this warranty, Bibliotheca shall, at its sole option, repair or replace the piece of equipment with functionally equivalent or better equipment and return such repaired or replaced equipment without charge for service or return freight.

This limited warranty, except as to title is in lieu of all other warranties or guarantees, either express or implied, and specifically excludes, without limitation, warranties of merchantability and fitness for a particular purpose under the uniform commercial code, or arising out of custom or conduct. The rights and remedies provided herein are exclusive and in lieu of any other rights or remedies.

In no event shall Bibliotheca be liable for any indirect or consequential damages, incidental damages, damages to person or property, or other damages or expenses due directly or indirectly to the purchased equipment, except as stated in this warranty. In no event shall any liability of Bibliotheca exceed the actual amount paid to Bibliotheca for a specific piece of equipment involved in the incident.

Unless specifically contracted otherwise, warranty service is provided under the terms and conditions of Bibliotheca's standard yearly support and maintenance agreement with the exception of any reference to software updates.

Exhibit 3: Terms and Conditions of Support and Maintenance

These terms and conditions of support and maintenance are evergreen and do not expire. Billing cycle for support and maintenance will be on an annual basis beginning on the ship date.

- I. Coverage. Bibliotheca will provide Customer with support and maintenance services on an annual basis subject to Bibliotheca's Equipment Lifecycle Policy (Exhibit 4) and payment of the annual support and maintenance fee. The following services will be provided during the period covered as described below:
 - i. With the exception of consumable supplies (e.g. print ribbons) and parts with specified limited usage life spans (e.g. printer heads), Bibliotheca will repair or replace hardware components unless such failure is caused by Customer, as determined by Bibliotheca in consultation with the Customer.
 - ii. Replacement parts, whether new or refurbished, will be equal to or better than the parts being replaced. Replacement parts will be provided on an exchange basis. End of Support (EOS) for hardware products is specified in the attached document entitled Bibliotheca Equipment Lifecycle Policy.
 - iii. In the event that the Customer reports material bugs or defects in the Bibliotheca provided software ("Software"), Bibliotheca shall use commercially reasonable efforts to correct or replace the Software or provide the services necessary to remedy any programming error attributable to Bibliotheca that significantly affects the functionality of the Software.
 - iv. Bibliotheca shall provide points of contact for Customer to report product problems, failures, and defects and to request product changes and enhancements.
 - v. Bibliotheca shall provide support and maintenance services during the service period by telephone, facsimile, email, online portal, and/or on-site visit or any other means which it deems appropriate, at its sole discretion, to adequately provide those services.
 - vi. Bibliotheca shall be responsible for outbound shipping costs of products and components covered under this agreement as well as for shipping costs of products and components that are returned to Bibliotheca for replacement or repair.
 - vii. As a part of this agreement, Bibliotheca shall supply Customer any and all updates, improvements, and modifications to the licensed programs that Bibliotheca makes available to its licensees generally without charge, provided that Bibliotheca reserves the right to charge separately for new options or new applications that, in the discretion of Bibliotheca, constitute a new software product.
 - viii. Such updates, improvements, and modifications shall be provided to the Customer within the framework of periodic official releases. Software support will be limited to the two most recently distributed releases.

- ix. Maintenance services to be provided by Bibliotheca under this Agreement do not include:
- i. Correction of errors arising from changes, alterations, additions, or modification by persons other than the employees or agents of Bibliotheca or caused by the operation of the product other than in accordance with the operating specifications.
 - ii. Correction of errors arising from the fault, neglect, misuse, or omission of the Customer or its servants, agents, contractors, invitees, or any other person whether or not that person is under the control or direction of the Customer.
 - iii. Rectification of errors or defects caused by the incorrect or unauthorized use, modification, revision, variation or translation of the software by the Customer or its servants, agents, contractors, or invitees.
 - iv. Repair of damage arising from the failure or surge of electrical power, fusion, fire, air conditioning malfunction, damage caused in transportation, or any other environmental factor or cause other than a cause arising from normal use of the product.
 - v. Correction of errors caused by the use of computer programs not licensed by Bibliotheca for use by the Customer.
 - vi. Customer shall be responsible for ILS/LMS-related changes and will bear the responsibility and costs incurred when these changes result in changes to Bibliotheca system configurations.
 - vii. Windows OS upgrades/updates.
- II. Assignment of Warranties on Hardware Products. In addition to Bibliotheca's obligations under the Agreement, Bibliotheca hereby assigns to the Customer all rights of Bibliotheca under any manufacturer's warranties applicable to products purchased under this Agreement to the extent such assignment is permitted under such warranties. Such assignment will be effective upon payment of the purchase price as detailed in Exhibit 1 and all other charges invoiced for the shipment of the Products. Except as provided hereunder or pursuant to an executed agreement, Bibliotheca shall have no obligation to provide maintenance support or other services for products purchased under this Agreement.
- III. Limitation on Services. Notwithstanding the above, in the event that Customer or any third party enhances, modifies, alters, or otherwise makes any change to the Products without the prior express written consent of Bibliotheca, Bibliotheca shall have no obligation whatsoever to provide maintenance or support of such Products at any time after such enhancement, modification, alteration, or change. Notwithstanding anything herein to the contrary, Bibliotheca's obligation to provide maintenance and support for the licensed Programs shall extend only to the most recent version and the next most recent version of the Licensed Programs provided to Customer.

- IV. Upgrades. The information technology industry is dynamic and marked by frequent product replacement and upgrades. With respect to hardware and third party software, Customer retains the responsibility for the costs of purchase and installation of said upgrades necessary to maintain the functionality of system.
- V. Customer Obligations. During the term of this Agreement:
- i. Customer shall provide Bibliotheca with sufficient documentation, information, assistance, support, and test time on Customer's computer system to duplicate any reported problems, certify that the problem is with the products, and certify that the problem has been corrected. Bibliotheca will be provided with remote access to systems to aid the troubleshooting and repair process.
 - ii. Customer shall designate specific employees who will be trained in all aspects of the products, including trouble shooting. These, and only these employees, may contact Bibliotheca for matters related to this Agreement.
 - iii. Customer shall perform problem definition activities and any remedial or corrective actions as described in the licensed Programs customer manuals and other system documentation provided to Customer by Bibliotheca prior to seeking assistance from Bibliotheca.
 - iv. Customer is responsible for performing scheduled preventative maintenance as per product specifications.
 - v. Customer shall provide Bibliotheca's maintenance personnel with proper, safe access to the equipment and software at all requisite times for the purpose of providing the maintenance services.
 - vi. Customer will provide Bibliotheca with at least thirty (30) days written notice of the Customer's intention to move the equipment to a location other than the premises.

Exhibit 4: Equipment Lifecycle Policy

The supplied solution will be maintainable throughout the life of the equipment while it has a valid support contract. By investing in a support and maintenance agreement, parts requiring replacement and/or repair are covered, should they become defective during the life of the equipment. This excludes any consumables.

For All Products but Security Gates: Bibliotheca recommends that for planning purposes the expected lifespan of all hardware products (excluding security pedestals) is six years. After this period, support will continue to be made available on a contractual year-by-year basis if this is considered economically viable (based on availability/cost of major components at that time). Bibliotheca's intention is to meet the customer's ongoing requirements and all efforts will be made to affect repairs on said equipment, but results may be limited by availability of parts or inventory. In all cases and to ensure that the customer uses the latest available technology, Bibliotheca allows customers to upgrade their equipment to the current levels at a discount.

Security Gates: Bibliotheca recommends that the expected lifespan for security pedestals is eight years. After this period, support will continue to be made available on a contractual year-by-year basis if this is considered economically viable (based on availability/cost of major components at that time). Bibliotheca's intention is to meet the customer's ongoing requirements and all efforts will be made to affect repairs on said equipment, but results may be limited by availability of parts or inventory. In all cases and to ensure that the customer uses the latest available technology, Bibliotheca allows customers to upgrade their equipment to the current levels at a discount.

RFID Tags: Bibliotheca guarantees its tags for the life of the items to which they are affixed. Should the Customer find a tag that is inoperable, Bibliotheca will replace it, free of charge.

Automated Materials Handling: Bibliotheca recommends that the expected lifespan of its sorting systems be eight years. After this period, support will continue to be made available on a contractual year-by-year basis if this is considered economically viable (based on availability/cost of major components at that time). Bibliotheca's trade-in program allows customers to trade smaller sorters toward the purchase of larger ones at any time, with a yearly straight line depreciation of just 15%, with a sorter up to five years old.

Exhibit 5: Software License Agreement

Bibliotheca, LLC hereby agrees to grant Customer, who agrees to accept the following licensed rights and limitations ("License") for Customer's use of Bibliotheca-provided software.

1. Software: Software, under the terms and conditions of this license (referenced hereinafter as "software"), means any of the following components provided to Customer by Bibliotheca:
 - i. Any computer programs provided by Bibliotheca, either consisting of a set of instructions, calculations and/or statements loaded in a computer (or a device which incorporates a computer) or recorded on a computer readable medium for loading in a computer;
 - ii. Supportive instructional/reference materials, such as training materials, manuals, on-screen tutorials, and other computer program relevant materials whether on paper or computer readable media ("documentation"); and
 - iii. Any new release, update, upgrade, enhancement, addition, supplement, modification of a program or additional Bibliotheca software and/or its documentation provided by Bibliotheca, subsequent to the initial delivery, that is not licensed by specific reference under a mutually agreed upon separate license agreement.
2. Grant of License: Bibliotheca hereby grants Customer and Customer hereby accepts a non-transferable, non-exclusive license, under applicable copyrights and/or trade secrets, to use Bibliotheca-provided software only on the specific computer(s) for which it was registered and delivered to Customer. All Software (other than documentation) will be provided by Bibliotheca to Customer in machine-readable object code only. Customer acknowledges that it does not acquire any rights of title or ownership in the software (including documentation) and agrees that all proprietary rights to the Software shall at all times remain with Bibliotheca or its relevant third-party provider. Customer may, for its internal use only, print or otherwise reproduce Bibliotheca-developed documentation if all included Bibliotheca markings, e.g. trademarks, copyrights, and statements of confidentiality, are included on each copy. Customer acknowledges and agrees that any third party documentation supplied by Bibliotheca, which is marked as copyrighted and/or confidential, shall not be copied or reproduced in any manner.
3. Term of License: This license shall remain in force from the date of delivery and continue until Customer ceases all use of the software or Customer's licensed rights are terminated for cause. Customer acknowledges and agrees that if this Agreement terminates for any reason, all of Customer's licensed rights to the software (including documentation) are relinquished and, within five business days thereafter, Customer (at Bibliotheca's option) will either deliver to Bibliotheca or destroy the original and all copies of the software including its documentation. Upon Bibliotheca's request, Customer agrees to certify to Bibliotheca in writing its full compliance with this provision.
4. Assignment: This license and any rights granted herein shall not be transferred, sub-licensed or assigned to any third party without the prior written consent of Bibliotheca.

5. Termination: If Customer neglects or fails to pay the specified license fees, or fails to adhere to any of its obligations hereunder, this license may be immediately terminated by Bibliotheca for cause.
6. Security and Limitations of License: Customer acknowledges and agrees that:
 - i. All software and upgrades of software (including its documentation), which are provided to Customer by Bibliotheca, contain proprietary copyrighted, trade secret and/or confidential information of Bibliotheca or its relevant third-party provider;
 - ii. Customer shall not decrypt, reverse engineer, reverse compile, modify, or create derivative works of the software;
 - iii. Customer and its employees shall take all reasonable precautions to safeguard and hold all software, including upgrades, additions and enhancements, in confidence, at least to the same extent that it protects its own most valuable confidential information;
 - iv. If Customer violates this license or does not pay the agreed upon licensing fees, Bibliotheca will have all of the rights provided herein and available under law, including the right to injunctive relief;
 - v. If any other communication, agreement or purchase order conflicts with, or may affect interpretation of, the understandings set forth herein, this license shall control as the singular expression of licensed rights.

Exhibit 6: Equipment Loan

1. **Scope and Purpose.** Customer has purchased certain Bibliotheca products and/or services pursuant to a sales agreement and/or quote between the parties (the "Quote"). Bibliotheca has designed and developed an RFID Conversion Station that enables the application of Bibliotheca RFID tags on to library materials, including computer hardware, software and other components, called the tagging cart (collectively, the "Conversion System"). Customer wishes to use the Conversion System to affix Bibliotheca RFID tags to its library materials ("Purpose"), and subject to the terms of this Agreement, Bibliotheca agrees to loan the Conversion System to Customer for such Purpose.
2. **Delivery; Installation; Support; Support Fee.** Bibliotheca will deliver the Conversion System and install the Conversion System at Customer's location identified above (the "Location") on a mutually agreed date. Customer will maintain and repair the Conversion System as may be necessary or recommended by Bibliotheca support personnel, or in the accompanying operator's manual, and other documentation provided by Bibliotheca (collectively, "Documentation"). Bibliotheca will provide reasonable support (as determined in its sole discretion), via email and telephone, to assist Customer in the maintenance and repair of the Conversion System, which may include on-site support at the Location if Bibliotheca deems necessary. In consideration for the loan of the Conversion System, cost of accessories, support, parts and training, Customer will pay to Bibliotheca the equipment support fee and shipping and handling costs as identified in and pursuant to the terms of the applicable Quote (collectively, the "Support Fee"). Notwithstanding anything to the contrary in the Quote, the Support Fee is nonrefundable and noncancelable, except in the event of termination for Bibliotheca's uncured breach.
3. **Packaging.** Customer must retain the original pallet and all packaging materials for the Conversion System (collectively, "Packaging") in a secure location during the Term to be used for return shipment. If the Packaging is not retained and/or in a condition to be re-used for return shipment, Customer will pay Bibliotheca \$500 per Conversion System for replacement Packaging. If Customer returns the Conversion System using anything other than Packaging, Customer will be responsible and liable to Bibliotheca for any loss or damage that may occur during return shipment, up to the full replacement cost of the Conversion System.

_____ *Customer initials, acknowledging that Customer understands and accepts Section 3.*

4. **Customer Responsibilities**
 - 4.1 Customer will only use the Conversion System with Bibliotheca RFID Tags for the Purpose and for no other purpose or use whatsoever. Customer will not (or permit or allow or enable any third party to) use the Conversion System with any third-party tags or materials. Customer will separately purchase Bibliotheca RFID Tags for use with the Conversion System. Customer will not rent, lend, lease, nor permit the use of the Conversion System by any person other than a Customer employee competently trained on the use of the Conversion System.

- 4.2 Customer is solely responsible to its employees and any third parties for the safe operation and use of the Conversion System, and is solely responsible for providing all necessary training of its employees in the safe operation and use of the Conversion System. Customer will ensure the safety and security of the Conversion System and will prevent unauthorized persons from accessing or using the Conversion System. Customer will not directly or indirectly (or permit, allow or enable any third party to) access, copy, modify, adapt, reverse engineer, disassemble or otherwise tamper with the Conversion System or any components of it.
 - 4.3 Customer is solely responsible for any and all loss, damage to or destruction of the Conversion System while in Customer's possession or control (excepting only reasonable and normal wear and tear under normal use as specified in the Documentation). Customer will not remove or allow or enable the removal of the Conversion System or any components of the Conversion System from Customer's Location without Bibliotheca's prior written consent. Customer will limit access to the Conversion System to authorized personnel. Customer will treat the Conversion System and all components of it as Bibliotheca's confidential information.
5. No Transfer of Title; License and Restrictions.
 - 5.1 Subject to the limited license granted in Section 5.2, all right, title and interest in and to the Conversion System and all components thereof will at all times remain exclusively with Bibliotheca (or its licensors). This Agreement is not intended to, and does not, state or imply any right of Customer or obligation of Bibliotheca to purchase or sell the Conversion System. Customer will not create, or permit to arise, any lien, encumbrance, security interest, or other possessory or nonpossessory interest in the Conversion System. Customer will not remove or cover any proprietary or other notices or marks on the Conversion System which identify it as the property of Bibliotheca. Customer will not misrepresent ownership of the Conversion System and will not (or attempt to) sell or transfer it to any other person or entity or pledge the Conversion System as collateral for a loan or otherwise encumber the Conversion System. Customer agrees to execute any documents Bibliotheca may reasonably request which memorialize or record Bibliotheca's ownership of the Conversion System. At any time, Bibliotheca may, with or without notice, enter the Location to take back the Conversion System or dispose of the Conversion System.
 - 5.2 Subject to the terms of this Agreement, Bibliotheca grants to Customer a personal, non-exclusive, non-transferable, non-assignable, non-sublicenseable, revocable and limited license to use the Conversion System, including any software provided on the Conversion System ("Software"), and the Documentation, in each case solely for the Purpose set forth in Section 1. Customer will not copy, decompile, reverse engineer, disassembly or otherwise reduce the Software to a human-perceivable form, or allow any third party to do any of the foregoing. Customer will not modify, distribute or create any derivative work based upon the Software in whole or in part, remove any copyright notices from, or otherwise access (or allow access) to the Software by any person.

6. Term and Termination. Either Bibliotheca or Customer may terminate this Exhibit at any time upon five (5) business days' prior written notice for any reason, with or without cause. Upon termination, Customer will stop using the Conversion System and promptly (but in any event within five business days after the effective date of termination) return the Conversion System to Bibliotheca using the Packaging pursuant to Bibliotheca's shipping instructions.
7. No Warranty; Limitation of Liability
 - 7.1 The Conversion System is provided to Customer "AS IS" without warranty of any kind. If the Conversion System(s) (including the Software) does not perform in accordance with the Documentation, Bibliotheca will provide reasonable support pursuant to Section 2 to repair or replace the applicable portion(s) of the Conversion System. The foregoing is Customer's sole and exclusive remedy, and Bibliotheca's sole obligation, for the failure of the Conversion System to perform according to the Documentation and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability, non-infringement, quality, accuracy or fitness for a particular purpose concerning use, operation, or performance of the Conversion System. Bibliotheca does not warrant or represent that the Conversion System (or any Software) will be error free or that use will be uninterrupted.
 - 7.2 BIBLIOTHECA WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SIMILAR DAMAGES; HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND REGARDLESS OF WHETHER ADVISED OF SUCH DAMAGES, AND BIBLIOTHECA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF THE TYPE OR NATURE OF THE DAMAGES WILL NOT EXCEED THE TOTAL SUPPORT FEE PAID BY CUSTOMER TO BIBLIOTHECA.
8. General. The parties are independent contractors and neither party will have the right or authority to bind the other party for any purpose. This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any principles of conflicts of law. The Parties hereby irrevocably submit to exclusive personal jurisdiction and venue in the federal and state courts in Gwinnett County, Georgia. This Agreement may only be modified or amended by a writing signed by an authorized representative of each party. This Agreement contains the parties' entire agreement related to the subject matter hereof and replaces any prior oral or written agreements or understandings. Customer may not assign, transfer or delegate this Agreement (in whole or in part) or any of its rights or obligations under this Agreement without Bibliotheca's prior written consent. Any assignment in violation of the foregoing will automatically be void. No delay, omission or failure to exercise any right or remedy provided for in this Agreement or to demand strict performance by the other of any of the terms, covenants or conditions set forth herein will be construed as a continuing waiver or relinquishment thereof. Any notice under this Agreement will be (a) made in writing, (b) sent to the address set forth in the introductory paragraph above, and (c) deemed received upon written confirmation of delivery.

Additional Information

[flex AMH™ datasheet](#)

[flex AMH™ overview brochure](#)

[Sample Certificate of Insurance](#)

[Sample Service Level Agreement](#)

bibliotheca LLC
403 Hayward Ave N
Oakdale, MN 55128
United States

www.bibliotheca.com
info-us@bibliotheca.com

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? 403 Hayward Ave. N., Oakdale, MN 55128
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? Minnesota
 - 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? The preference shall be equal to the preference given or required by the state of the nonresident vendor.

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.

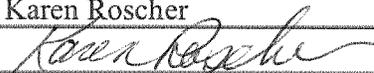
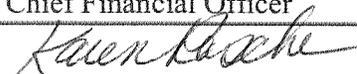
Vendor:	<u>Bibliotheca LLC</u>
Address:	<u>403 Hayward Ave. N.</u>
City, State, Zip:	<u>Oakdale, MN 55128</u>
Phone	<u>877-207-3127</u>
Email Address:	<u>k.roscher@bibliotheca.com</u>
Bidder (Print name)	<u>Karen Roscher</u>
Bidder Signature	
Position with Company	<u>Chief Financial Officer</u>
Signature of company official authorizing this bid:	
Company Official (Print name):	<u>Karen Roscher</u>
Position with company:	<u>Chief Financial Officer</u>

EXHIBIT D

Name of Contractor: Bibliotheca, LLC

Date: March 9, 2018

Reference: City of Lewisville
Library – RFID-enabled automated materials handling system

As per the requirements of the contract documents, I submit under penalty of perjury of the laws of the State of Texas, that Bibliotheca, LLC has not been found in violation of the Immigration Reform and Control Act (IRCA) by the United States Attorney General of Secretary of Homeland Security in the preceding five (5) years. Additionally, Bibliotheca, LLC will ensure that its subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating they have not been found in violation of IRCA by the United States Attorney General of Secretary of Homeland Security in the preceding five (5) years.

Karen Roscher CFC
Print Name and Title

Karen Roscher
Authorized Signature

Notary: Gwinnett, GA County, ~~Texas~~

By: [Signature]

My Commission Expires: 3/26/2018

Alison J Nolan
Notary Public
Gwinnett County, Georgia
My Commission Expires 03-26-18

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Mendie White, Sustainability Manager

DATE: March 21, 2018

SUBJECT: **Approve Resolution Providing for the Adoption of a Single-Family Residential Water Conservation Credit Program**

BACKGROUND

On February 5, 2018, the Council was briefed by staff on the proposed water conservation credit program, including the recommended menu of conservation improvements and maximum credit amounts. Council directed staff to move forward with the development of the program at that time.

ANALYSIS

The City of Lewisville strives to incorporate strategies for efficient use of water resources in the community. This includes developing and encouraging programs that reduce the demand on the finite water resources available to the city. These strategies are crucial in a region marked by both consistent growth and frequent drought conditions. Regional water authorities recommend rebate and incentive programs as one of the tools to help manage municipal water consumption through conservation efforts of residents. Many communities in the region offer such incentive programs with annual caps on rebate or credit amounts available to citizens. Staff has benchmarked the water conservation credit programs of other Metroplex cities, shown in the table below:

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

Based on Council direction, staff has written a resolution authorizing the water conservation credit program as it was presented to Council at the February 5 workshop. Staff has also written an administrative directive that will be signed by the City Manager that dictates the details of program administration (shown in the table below). Staff recommends an annual maximum amount of \$100,000 for the water conservation credit program with the ability to revisit this amount in future budget years.

Credit Option	Maximum Credit Allowable	Required Documentation	Special Criteria
1. Irrigation System Inspection	Up to \$50; Limit 1 per fiscal year	Copy of original invoice/receipt and copy of inspection report from licensed irrigation professional	Licensed irrigation professional must be registered with the City of Lewisville; Must make the adjustments recommended by the inspection report
2. Low Flow Toilet	Up to \$50 per toilet; Limit 3 per lifetime of the residence	Copy of original invoice/sales receipt and copy of barcode/proof of purchase	Residence must have been built prior to 2005; New additions of bathrooms built after 2005 are not eligible; Approved toilets must be 1.28 gallons or less and WaterSense certified; Toilet being replaced must flush at a rate of 2 gallons or more
3. Rain Barrel	Up to \$25; Limit 2 per Customer lifetime at any Lewisville address	Copy of original invoice/sales receipt and copy of barcode/proof of purchase	-
4. Rain/Freeze or Moisture Sensor	Up to \$25, limit 1	Copy of original invoice/sales receipt and copy of barcode/proof of purchase	Sensor must be in place at the address for as long as the Customer resides at said property; Must be set to the minimum shutoff requirement specific to its brand and model
5. High Efficiency Washing Machine	\$75 for Tier1, \$100 for Tier 2, \$125 for Tier 3; Limit 1 per Customer lifetime at any Lewisville address	Copy of original invoice/sales receipt and copy of front cover of the owner's manual	Must replace a low water efficiency machine or be a first-time washing machine purchase; Must be CEE certified Tier 1, 2, or 3
6. Smart Irrigation Controller	Up to \$75; Limit 1	Copy of original invoice/sales receipt and copy of barcode/proof of purchase	Must be WaterSense certified; Must be set to the minimum shutoff requirement specific to its brand and model
7. Low Flow Showerhead	Up to \$30; Limit 3 per lifetime of the residence	Copy of original invoice/sales receipt and copy of barcode/proof of purchase	Must be WaterSense certified; Must use 1.75 gpm or less

The proposed water conservation credit program aligns with the 2025 Plan Big Move #9: Sustainability. Additionally, it supports the water conservation goals laid out in the City of Lewisville's Water Conservation and Emergency Water Management Plan. It provides the opportunity for single-family residential water utility customers to adopt behaviors that reduce water consumption through a variety of home improvement choices.

RECOMMENDATION

City staff recommends the Council approve the resolution establishing a single-family residential water conservation rebate program.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF LEWISVILLE,
TEXAS PROVIDING FOR THE ADOPTION OF A
SINGLE-FAMILY RESIDENTIAL WATER
CONSERVATION CREDIT PROGRAM.**

WHEREAS, the City of Lewisville, Texas (the “City”) is committed to the goals of protecting public health and safety and improving the quality of life of all Lewisville residents; and,

WHEREAS, the City desires to encourage its residents to conserve water; and

WHEREAS, the City desires to create a program to provide incentives to qualifying Lewisville residents to install certain qualified water conserving home improvements to assist in achieving this goal; and

WHEREAS, the City Council finds that the passage of this resolution is in the best interest of the citizens of Lewisville.

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

SECTION 1. The above and foregoing recitals to this resolution are true and correct and are incorporated into this resolution and made a part hereof for all purposes.

SECTION 2. The Lewisville City Council hereby establishes a single-family residential water conservation credit program (the “Program”).

(a) Any single-family residential property located within the corporate boundaries of the City of Lewisville may be eligible for a credit to its water utility charge.

(b) The credit methodology shall be set forth in an administrative directive to be developed, administered and maintained by City staff.

(c) The application for credit shall be in writing and shall include documentation that City staff deems necessary to properly evaluate the rationale for determining the credit for the approved water conserving home improvement.

(d) The maximum credits available with appropriate documentation and approval by City staff shall be limited to \$375 per single-family residential address per fiscal year.

(e) The amount of funds available for the Program shall be determined through the annual budget process but shall not exceed \$100,000 per fiscal year.

SECTION 3. If any portion of this resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this resolution without the invalid provision.

SECTION 4. This resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 2ND DAY OF APRIL, 2018.

APPROVED:

Rudy Durham, Mayor

ATTEST:

By: _____
Julie Worster, City Secretary

APPROVED AS TO FORM:

By: _____
Lizbeth Plaster, City Attorney