



Lewisville City Council

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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
MAY 7, 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.

****Items discussed during Workshop Session may be continued during the Regular Session after Reports if time does not permit holding or completing discussion of the item during Workshop Session.**

- A. Discussion of Housing Navigator Position by Denton County Homeless Coalition (Requested by Councilman Gilmore)
- B. Presentation of Mid-Year Report
- C. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION – 7:00 P.M.

- A. **INVOCATION:** Deputy Mayor Pro Tem Jones
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Ferguson
- C. **GRADUATION:** 2017/2018 Lewisville Citizen's University Members

**AGENDA
LEWISVILLE CITY COUNCIL
MAY 7, 2018**

D. PROCLAMATIONS:

1. Declaring May 14, 2018 as “Lewisville Children’s Mental Health Awareness Day”
2. Declaring the Week of May 13-19, 2018 as “National Police Week”, and May 15, 2018 as “Police Memorial Day”
3. Declaring the Month of May 2018 as “Building Safety Month”
4. Declaring the Week of May 6-12, 2018 as “National Drinking Water Week”, and the Week of May 20-26, 2018 as “National Public Works Week”

- E. CONTINUED PUBLIC HEARING: Consideration of an Ordinance of the Lewisville City Council Amending the Lewisville City Code to add a New Chapter, Chapter 17.5 - IH-35E Corridor Overlay District, Which Creates an Overlay With the Northern Boundary Consisting of North Garden Ridge Boulevard, the Southern Boundary Consisting of the Southern City of Lewisville Corporate Limit Line, the Western Boundary Generally Consisting of Portions of McGee Lane, the KCS Railway, North Summit Avenue, Oakwood Lane, East Southwest Parkway, Macarthur Boulevard, SH 121 and Lake Vista Drive, and With the Eastern Boundary Generally Consisting of Portions of SH 121, Lakepointe Drive, Yates Street, McKenzie Street, Harbor Drive, Lake Haven Drive, West Purnell Street, South Edna Avenue, West Main Street, Degan Avenue, West College Street, Harn Drive, Millican Drive, the KCS Railway, Oakridge Boulevard and the Dallas Area Rapid Transit (DART) Railway and More Specifically Described in the Attached Exhibit 1; Amending Chapter 6 to Update a Cross-Reference to the New Overlay District Chapter Found in Section 6-54 and to Delete Section 6-77, Properties Impacted by the Interstate I-35 Widening; Amending Chapter 9.5, Sections 9.5-23 and 9.5-200 and Appendices 1 and B, and Chapter 11, Section 11-1 to Revise the Boundaries of the Old Town Design District; Amending Chapter 2, Section 2-201 to add Fees for Concept Plans and Requests for Alternative Standards; Providing for a Repealer, Severability, Penalty, and an Effective Date; and Declaring an Emergency.**

**AGENDA
LEWISVILLE CITY COUNCIL
MAY 7, 2018**

ADMINISTRATIVE COMMENTS:

The IH-35E Corridor Overlay District is intended to implement the IH-35E Corridor Redevelopment Plan adopted in November 2014 by the Lewisville City Council. The District includes building and envelope standards, architectural standards, landscape standards, street and streetscape standards, and screening standards. Work sessions were held with the City Council on October 10, 2017, November 20, 2017 and February 5, 2018 and with the Planning and Zoning Commission on January 16, 2018. Informational meetings were held with property owners and the development community on March 7, 2018 and March 22, 2018. The Planning and Zoning Commission recommended unanimous approval (7-0) of the IH-35E Corridor Overlay District on April 3, 2018. Several modifications to other sections of the Lewisville City Code are proposed to support the IH-35E Corridor Overlay District.

RECOMMENDATION:

That the City Council continue the public hearing to the June 4, 2018 City Council meeting to allow staff additional time for continued educational efforts with stakeholders within the proposed overlay district.

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

- F. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.

- G. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
 - 1. **APPROVAL OF MINUTES:** a) City Council Minutes of the April 2, 2018, Workshop Session and Regular Session; and b) City Council Minutes of the April 16, 2018, Workshop Session and Regular Session.

**AGENDA
LEWISVILLE CITY COUNCIL
MAY 7, 2018**

- 2. Approval of a Bid Award to Global 7/Texas A&M Engineering and Extension Service (TEEX), Edmond, Oklahoma and College Station, Texas to Design, Conduct and Evaluate a Full-Scale Terrorism-Related Exercise, in the Amount of \$58,000, and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

A total of twelve (12) requests for proposals were downloaded from Bidsync.com. Seven (7) proposals were received and opened February 8, 2018. Proposals were evaluated using a matrix of 30% for qualifications and experience; 30% for methodology and approach; 30% for pricing; and 10% for interview. Funding is available in the Grants Fund.

RECOMMENDATION:

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

- 3. Approval of an Economic Development Agreement By and Between the City of Lewisville and DFW Lewisville Partners, GP; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

DFW Lewisville Partners, GP (Majestic Realty) owns the one million square feet facility on Spinks Road. The building is occupied by Kellogg's as their regional distribution facility. This agreement provides a 50% grant equal to the real property taxes paid to the City of Lewisville to retain Kellogg's as a tenant for the next 5 years.

RECOMMENDATION:

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

- 4. Approval of an Agreement Between the City of Lewisville and the Texas Department of Motor Vehicles To Mark Certain Motor Vehicle Records for Purposes of Section 702.003 of the Texas Transportation Code; and Authorization for the City Manager to Execute the Agreement.**

**AGENDA
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ADMINISTRATIVE COMMENTS:

Pursuant to section 702.003 of the Texas Transportation Code, the City has an agreement with Denton County to refuse to register a motor vehicle, if the Texas Department of Motor Vehicles (TxDMV) receives information from the City that the owner of the vehicle has an outstanding warrant issued by the City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law. Said agreement requires the City to enter into an agreement with TxDMV to mark or "flag" the motor vehicle records of such vehicles.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above and authorize the City Manager to execute the agreement.

- 5. Approval of the Fiscal Year 2017-2018 Mid-Year Budget Report; Approval of a Supplemental Appropriation for Mid-Year Changes in the Following Amounts: \$147,111 to the General Fund, \$95,388 to the Utility Fund, \$26,000 in the 4B Fund, \$1,215,654 to the Fire Services District Fund, and \$477,360 to the Josey PID Administration Fund.**

ADMINISTRATIVE COMMENTS:

At the completion of the first six months of the fiscal year, staff conducts a review and provides a report on the financial status of all funds in relation to the authorized budget. Detailed fund information is provided as back up to this item. In summary, revenue is anticipated to end the year at or above budget projections. All fund expenditures are anticipated to remain within the operating budget with the exception of the listed supplemental appropriations. Most of the supplemental appropriations are needed to properly account for approved expenditures previously authorized by the City Council. Further detail on all supplemental requests are included in the back up information.

RECOMMENDATION:

That the City Council approve the FY 2017-2018 Mid-Year budget report and supplemental appropriations as stated in the caption above.

**AGENDA
LEWISVILLE CITY COUNCIL
MAY 7, 2018**

H. REGULAR HEARINGS:

- 6. Consideration of a Resolution Nominating a Representative and an Alternate Representative to the North Central Texas Council of Government's Regional Transportation Council.**

ADMINISTRATIVE COMMENTS:

The Regional Transportation Council of the North Central Texas Council of Governments allocates seats on the council by region and city population. Lewisville is in a cluster region along with Highland Village and Flower Mound. This cluster's current representative to the Regional Transportation Committee is Mayor Durham, who has indicated his willingness to serve again. The current alternate representative to the Regional Transportation Council is Charlotte Wilcox, the Mayor from Highland Village, who has also indicated her interest to continue serving.

RECOMMENDATION:

That the City Council consider a resolution nominating a representative and an alternate representative to the North Central Texas Council of Government's Regional Transportation Council.

- 7. Consideration of a Resolution of the City of Lewisville, Texas Finding That Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor Pursuant to 16 Tex. Admin. Code § 25.243 to Increase Distribution Rates Within the City Should be Denied; Finding That the City's Reasonable Rate Case Expenses Shall be Reimbursed by the Company; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel.**

ADMINISTRATIVE COMMENTS:

On April 5, Oncor Electric Delivery Company ("Oncor") filed an Application for Approval of a Distribution Cost Recovery Factor (DCRF). This is Oncor's first such filing under a law adopted in 2011 allowing electric utilities to file limited issue, limited review rate cases. In the filing, the Company is seeking an increase in distribution revenues of \$19,002,177. The Oncor Cities Steering Committee (OCSC) intends to engage the services of a consultant to review the Company's filing. The consultant will review the filing and identify adjustments that should be made to the Company's request. Cities have jurisdiction over this matter.

**AGENDA
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RECOMMENDATION:

That the City Council approve the resolution to deny the DCRF proposed by Oncor as set forth in the caption above.

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

- J. **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
 - 3. Section 551.071 (Consultation with Attorney): Legal Issues regarding DFW Sanitary Landfill's Request for Expansion

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

- L. **ADJOURNMENT**

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

PROCLAMATION

WHEREAS, addressing the complex mental health needs of children, youth, and families today is fundamental to the future of Lewisville; and

WHEREAS, the need for comprehensive, coordinated mental health services for children, youth, and families places upon our community a critical responsibility; and

WHEREAS, only 50% of Denton County children and adolescents receive needed mental health treatment; and

WHEREAS, it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and

WHEREAS, the Denton County Behavioral Health Leadership Team in partnership with United Way of Denton County, Denton County MHMR Center, and the Wellness Alliance for Total Children's Health of Denton County led by Cook Children's, through their prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, and families in our community; and

NOW, THEREFORE, I, Rudy Durham, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim May 14th, 2018 to be

“Lewisville Children's Mental Health Awareness Day”

PROCLAIMED this the 7th day of May, 2018.

Rudy Durham, Mayor
City of Lewisville

PROCLAMATION

Whereas, there are more than 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Lewisville Police Department; and

Whereas, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

Whereas, 360 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 129 officers killed in 2017 and 231 officers killed in previous years; and

Whereas, more officers were killed in the line of duty in Texas (12) than any other state in 2015; and

Whereas, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

Now, therefore, I, Rudy Durham, Mayor of the City of Lewisville, Texas, do hereby proclaim the week of May 13-19, 2018, as:

“NATIONAL POLICE WEEK”

and May 15, 2018, as:

“POLICE MEMORIAL DAY”

in the City of Lewisville and urge all citizens to make every effort to express heartfelt appreciation to the men and women who have sacrificed their lives to guard us and our loved ones against all who would violate the law.

Proclaimed this the 7th day of May, 2018.

Rudy Durham, Mayor
City of Lewisville



PROCLAMATION

***WHEREAS**, our City’s efforts to address the issues of safety, energy efficiency and water conservation, give us confidence that our structures are safe; and,*

***WHEREAS**, our confidence is achieved through the devotion of the dedicated members of the International Code Council; and*

***WHEREAS**, Building Safety Month, sponsored by the International Code Council, encourages all Americans to raise awareness of the importance of building safe construction; fire prevention; disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies; and,*

***WHEREAS**, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.*

***NOW, THEREFORE**, I, Rudy Durham, Mayor of the City of Lewisville, along with the members of the City Council, do hereby proclaim the month of May 2018 as:*

“Building Safety Month”

***PROCLAIMED** this the 7th day of May, 2018.*

Rudy Durham, Mayor
City of Lewisville

PROCLAMATION

WHEREAS , water is a basic and essential need of all humankind and all living things to sustain life; and,

WHEREAS , water is a limited resource that should be used wisely and the water supply protected by preventing pollution and conserving water; and,

WHEREAS , public works and utilities provide essential services needed for the protection of health and welfare of our community as part of their everyday lives; and,

WHEREAS , the support of a satisfied and informed citizenry is vital to the professional operation of the public works, utility system and essential programs such as water production and distribution, wastewater treatment and collection, environmental services, streets and storm drainage, traffic and fleet operations and public buildings and facilities; and,

WHEREAS , the quality and capability of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public services employees;

WHEREAS , the efficiency of the qualified and committed personnel who staff the Public Services Department is significantly influenced by citizen attitudes and appreciation of the important work they perform; and,

NOW, THEREFORE , I, Rudy Durham, Mayor of the City of Lewisville, and on behalf of the Lewisville City Council, do hereby proclaim the week of May 6-12, 2018, as

“NATIONAL DRINKING WATER WEEK”

and May 20-26, 2018, as

“NATIONAL PUBLIC WORKS WEEK”

and urge all citizens and civic organizations to understand and recognize the contributions of the Public Services Department in providing for our daily utility needs and protecting the health, safety, and well-being of our community.

PROCLAIMED this the 7th day of May, 2018.

Rudy Durham, Mayor
City of Lewisville, Texas

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Director

DATE: May 7, 2018

SUBJECT: **Continued Public Hearing: Consideration of an Ordinance of the Lewisville City Council Amending the Lewisville City Code to add a New Chapter, Chapter 17.5 - IH-35E Corridor Overlay District, Which Creates an Overlay With the Northern Boundary Consisting of North Garden Ridge Boulevard, the Southern Boundary Consisting of the Southern City of Lewisville Corporate Limit Line, the Western Boundary Generally Consisting of Portions of McGee Lane, the KCS Railway, North Summit Avenue, Oakwood Lane, East Southwest Parkway, Macarthur Boulevard, SH 121 and Lake Vista Drive, and With the Eastern Boundary Generally Consisting of Portions of SH 121, Lakepointe Drive, Yates Street, McKenzie Street, Harbor Drive, Lake Haven Drive, West Purnell Street, South Edna Avenue, West Main Street, Degan Avenue, West College Street, Harn Drive, Millican Drive, the KCS Railway, Oakridge Boulevard and the Dallas Area Rapid Transit (DART) Railway and More Specifically Described in the Attached Exhibit 1; Amending Chapter 6 to Update a Cross-Reference to the New Overlay District Chapter Found in Section 6-54 and to Delete Section 6-77, Properties Impacted by the Interstate I-35 Widening; Amending Chapter 9.5, Sections 9.5-23 and 9.5-200 and Appendices 1 and B, and Chapter 11, Section 11-1 to Revise the Boundaries of the Old Town Design District; Amending Chapter 2, Section 2-201 to add Fees for Concept Plans and Requests for Alternative Standards; Providing for a Repealer, Severability, Penalty, and an Effective Date; and Declaring an Emergency.**

BACKGROUND

The IH-35E Corridor Overlay District is intended to implement the IH-35E Corridor Redevelopment Plan adopted in November 2014 by the Lewisville City Council. The District includes building and envelope standards, architectural standards, landscape standards, street and streetscape standards, and screening standards. Work sessions were held with the City Council on October 10, 2017, November 20, 2017 and February 5, 2018 and with the Planning and Zoning Commission on January 16, 2018. Informational meetings were held with property owners and the development community on March 7, 2018 and March 22, 2018. The Planning and Zoning Commission recommended unanimous approval (7-0) of the IH-35E Corridor Overlay District on April 3, 2018.

ANALYSIS

The IH-35E Corridor Overlay District implements the IH-35E Corridor Redevelopment Plan by adopting higher standards for new development and redevelopment along IH-35E. The intent is to improve the economic viability of development along IH-35E as this is the face of the City of Lewisville. The overlay addresses items that are most visible to the passing public:

- building and envelop standards,
- architectural standards,
- landscape standards,
- street and streetscape standards, and
- screening standards.

The overlay district allows redevelopment and greater flexibility in regards to existing site conditions. The Ordinance includes an applicability table which outlines what standards will apply depending on the scope of work. The entire ordinance will apply to all new developments. For redevelopments, the extent of reinvestment will determine which standards apply, and if those standards apply to only the new construction or if the entire site must be brought into compliance. This is to ensure improvements required are proportional to the work proposed. In addition, staff may grant an Administrative Modification to any numerical standards of up to 10%, provided certain criteria are met.

An Overlay District Board is established to help implement the overlay district. The Planning and Zoning Commission will serve as the Overlay District Board. The board will have the authority to grant approval to Alternative Standards where:

- there is a deviation from 10% to 25% of numerical standards pertaining to landscaping or building materials,
- there is a deviation from 10% to 60% of any other numerical standard, or
- there is a concept plan that does not comply with the framework plan

Criteria for approval of Alternative Standards are established in the Ordinance. The Board will recommend to City Council any Alternative Standards in excess of the percentages listed above or to any non-numerical standard. Staff will bring requests for Alternative Standards to the Board with a recommendation.

The overlay district will not change uses permitted in the existing zoning districts. The overlay district provides design standards implemented in conjunction with the existing zoning and Land Development Regulations (LDR). Where there is conflict between the overlay district and the Zoning Ordinance or the LDR, the overlay district will control. The overlay district will not address signage.

Prior to official public hearings, staff sent postcards to all 940 property owners in the proposed overlay district and held two informational meetings: one with property owners on March 7, 2018; and one with developers, brokers, and engineers on March 22, 2018. The draft ordinance has been on the City website since February 26, 2018.

In addition to adopting the new overlay district, several code sections need revisions to support the adoption of IH-35E Corridor Overlay District Ordinance and include the following:

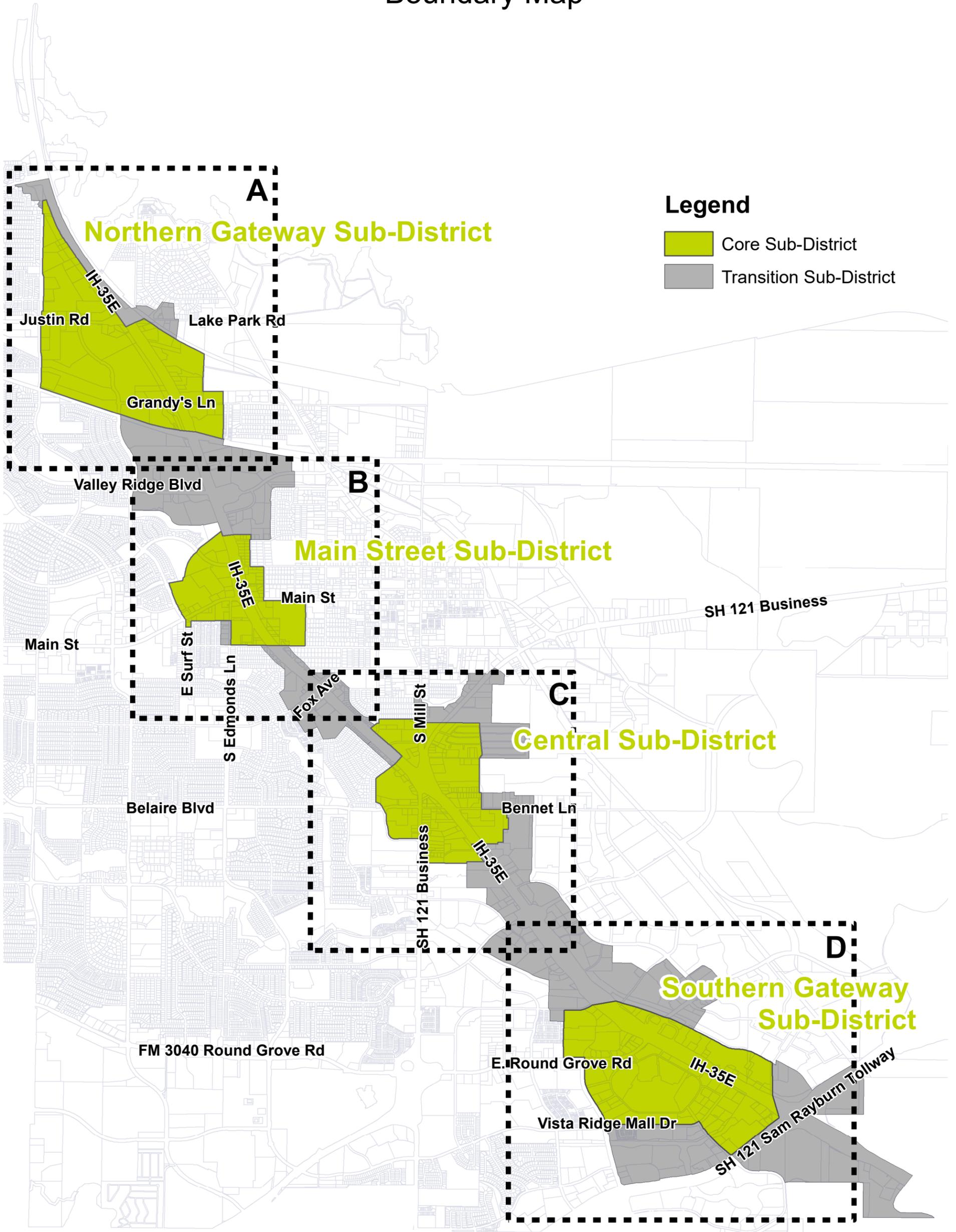
- The I-35 modified site plan in Chapter 6, Article IV, Section 6-77 and referenced in Section 6-53 may be deleted and replaced with a reference to the new section.
- The fee schedule in Chapter 2 needs to be amended to include fees for Concept Plans and Alternative Standards.
- The Old Town Design District Boundaries need to be modified so there is no overlap with the overlay district. The properties removed from the Old Town Design District are

Medical City Lewisville and residential properties west of Degan Ave and south of College Street. The residential properties may remain residential and have been included in the IH-35E Overlay in the event they are assembled for future redevelopment. The IH-35E Overlay contains more appropriate standards for the hospital's continued development.

RECOMMENDATION

It is City staff's recommendation that the City Council continue the public hearing to the June 4, 2018 City Council meeting to allow staff additional time for continued educational efforts with stakeholders within the proposed overlay district.

IH-35E Corridor Overlay District Boundary Map



**MINUTES
PLANNING AND ZONING COMMISSION
APRIL 3, 2018**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:35 pm. Members present: William Meredith, John Lyng, MaryEllen Miksa, Kristin Green, Karen Locke, Alvin Turner and James Davis.

Staff members present: Michele Berry, Planning Manager; June Sin, Planner; Jonathan Beckham, Planner.

Item 2:

The second item on the agenda was to approve the minutes from the March 20, 2018, meeting. A motion was made by James Davis to approve the minutes, seconded by Alvin Turner. The motion passed unanimously (7-0).

Item 3:

Public Hearings were next on the agenda. There was one item for consideration:

- A. **Public Hearing:** Consider a Recommendation for the Adoption of the IH-35E Corridor Overlay District; covering approximately 2,000 acres and consisting of 940 parcels of land either directly adjacent to or in close proximity to both the east and west sides of North and South Stemmons Freeway (IH-35E) through the City of Lewisville; the northern boundary consisting of North Garden Ridge Boulevard, the southern boundary consisting of the southern City of Lewisville corporate limit line, the western boundary generally consisting of portions of McGee Lane, the KCS Railway, North Summit Avenue, Oakwood Lane, East Southwest Parkway, MacArthur Boulevard, SH 121 and Lake Vista Drive, and with the eastern boundary generally consisting of portions of SH 121, Lakepointe Drive, Yates Street, McKenzie Street, Harbor Drive, Lake Haven Drive, West Purnell Street, South Edna Avenue, West Main Street, Degan Avenue, West College Street, Harn Drive, Millican Drive, the KCS Railway, Oakridge Boulevard and the Dallas Area Rapid Transit (DART) Railway. The IH-35E Corridor Overlay District is intended to implement the IH-35E Corridor Redevelopment Plan adopted in November 2014 by the Lewisville City Council. The District includes building and envelope standards, architectural standards, landscape standards, street and streetscape standards, and screening standards.

Staff gave a presentation on the IH-35E Corridor Overlay District and recommended approval. Chairman Green then opened the public hearing and Bill Davidson of First Commercial Realty came forward to speak. Mr. Davidson expressed concerns that the Overlay District will be too restrictive and will stifle development because rent prices will be unable to justify the cost. He

asked the Planning & Zoning Commission to consider tabling the item. With no one else coming forward to speak, the public hearing was then closed. Chairman Green expressed concerns regarding the framework plan and asked who pays for streets. Staff answered that the cost could be paid by the City through an Economic Development incentive policy for infrastructure but would be reviewed on a case by case basis. Staff further explained that the City staff can customize the plan's coverage depending on the scope and scale of a project. The framework plan serves as the bones of the Overlay District and will be revised over time, although the concept plan process is already established. Depending on the extent of redevelopment there will be small, medium and large projects. The intent is not to over burden developers with streets and infrastructure. Chairman Green also asked for further clarification on the density in Core districts compared to Transitional Districts. Staff explained that development will be on a case by case basis so not all streets will develop right away. Redevelopment depends on opportunities in one or two select blocks in each area. The Core areas are intended to be walkable and connected, not necessarily urban. Chairman Green also asked about tree spacing and flood plains counting as open space. Staff clarified that tree spacing in the Core areas would be 40 feet, not 30 feet, and that flood plain could be considered open space depending on site conditions and development design. Member James Davis asked if implementation could be delayed for the Overlay District. Staff answered that they will be working with developers over the next two weeks, as the item is scheduled to appear before the City Council on Monday, April 16, 2018. City Council may choose to table the item, but the Planning & Zoning Commission is able to give a recommendation for the adoption of the IH-35E Corridor Overlay District. *A motion was made by James Davis to recommend the adoption of the IH-35E Corridor Overlay District. The motion was seconded by Karen Locke. The motion passed unanimously (7-0).* Staff indicated that this item would appear before the City Council on April 16th for a second public hearing and a final decision.

There being no other business to discuss, the meeting was adjourned at 7:10 p.m.

Respectfully Submitted,

Approved

Michele Berry, AICP
Planning Manager

Kristin Green, Chairman
Planning and Zoning Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL AMENDING THE LEWISVILLE CITY CODE TO ADD A NEW CHAPTER, CHAPTER 17.5 - IH-35E CORRIDOR OVERLAY DISTRICT, WHICH CREATES AN OVERLAY WITH THE NORTHERN BOUNDARY CONSISTING OF NORTH GARDEN RIDGE BOULEVARD, THE SOUTHERN BOUNDARY CONSISTING OF THE SOUTHERN CITY OF LEWISVILLE CORPORATE LIMIT LINE, THE WESTERN BOUNDARY GENERALLY CONSISTING OF PORTIONS OF MCGEE LANE, THE KCS RAILWAY, NORTH SUMMIT AVENUE, OAKWOOD LANE, EAST SOUTHWEST PARKWAY, MACARTHUR BOULEVARD, SH 121 AND LAKE VISTA DRIVE, AND WITH THE EASTERN BOUNDARY GENERALLY CONSISTING OF PORTIONS OF SH 121, LAKEPOINTE DRIVE, YATES STREET, MCKENZIE STREET, HARBOR DRIVE, LAKE HAVEN DRIVE, WEST PURNELL STREET, SOUTH EDNA AVENUE, WEST MAIN STREET, DEGAN AVENUE, WEST COLLEGE STREET, HARN DRIVE, MILLICAN DRIVE, THE KCS RAILWAY, OAKRIDGE BOULEVARD AND THE DALLAS AREA RAPID TRANSIT (DART) RAILWAY AND MORE SPECIFICALLY DESCRIBED IN THE ATTACHED EXHIBIT 1; AMENDING CHAPTER 6 TO UPDATE A CROSS-REFERENCE TO THE NEW OVERLAY DISTRICT CHAPTER FOUND IN SECTION 6-54 AND TO DELETE SECTION 6-77, PROPERTIES IMPACTED BY THE INTERSTATE I-35 WIDENING; AMENDING CHAPTER 9.5, SECTIONS 9.5-23 AND 9.5-200 AND APPENDICES 1 AND B, AND CHAPTER 11, SECTION 11-1 TO REVISE THE BOUNDARIES OF THE OLD TOWN DESIGN DISTRICT; AMENDING CHAPTER 2, SECTION 2-201 TO ADD FEES FOR CONCEPT PLANS AND REQUESTS FOR ALTERNATIVE STANDARDS; PROVIDING FOR A REPEALER, SEVERABILITY, PENALTY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Lewisville, Texas has determined that for the health, welfare, and safety of its citizens, certain amendments to the Code of Ordinances of the City of Lewisville, Texas are necessary.

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

SECTION 1. The Lewisville City Code is hereby amended by adding new chapter, Chapter 17.5 - IH-35E Corridor Overlay District, as set forth in the attached Exhibit “2.”

SECTION 2. Lewisville City Code, Chapter 6, Article III, Section 6-54 is hereby amended by deleting the existing subsections (a)(7) and (a)(8) in their entirety and inserting a new subsection (a)(7) as follows:

(7) As otherwise expressly required in chapter 6, chapter 17, or chapter 17.5 of the Lewisville City Code.

SECTION 3. Lewisville City Code, Chapter 6, Article IV, Section 6-77 is hereby deleted and reserved for future use.

SECTION 4. Lewisville City Code, Chapter 9.5, Article XII, Section 9.5-200 and Chapter 11, Article I, Section 11-1 are hereby amended by deleting the existing definition of “Old Town Design District” and in its place inserting the following new definition:

Old Town Design District. The Old Town Design District is defined as listed in the Old Town Development Ordinance, Chapter 9.5 of the Lewisville Code of Ordinances, Appendix 1, but generally defined as the area bounded by College Street, Railroad Street, Purnell Street, South Edna Avenue, West Main Street and Degan Avenue.

SECTION 5. Lewisville City Code, Chapter 9.5, Article II, Section 9.5-23 is hereby amended by deleting the existing language in its entirety and in its place inserting the following new language:

Sec. 9.5-23. - Jurisdiction.

Provisions of the chapter shall apply to the Old Town center design district and the Old Town design district of the city, as described in Appendix B.

SECTION 6. Lewisville City Code, Chapter 9.5, Appendix B is hereby amended by deleting the existing Appendix B and in its place inserting the map as set forth in the attached Exhibit “3.”

SECTION 7. Lewisville City Code, Chapter 9.5, Appendix 1 is hereby amended by deleting the existing Appendix 1 and in its place inserting the map as set forth in the attached Exhibit “4.”

SECTION 8. Lewisville City Code, Chapter 2, Article VIII, Section 2-201, Fee Schedule, is hereby amended by deleting the fees for “Engineering Site Plans/Modified Site Plans,” “Engineering site plan/Modified Site Plan,” and “Development and construction variance request fee” and in their place inserting the following new fees:

Fee	Amount
ECONOMIC DEVELOPMENT:	
Engineering Site Plans/Modified Site Plans/Concept Plans – 1 st Submittal – (all) – Less than 5 acres	75.00
Engineering Site Plans/Modified Site Plans/Concept Plans – 1 st Submittal – (all) – 5 to 10 acres	100.00
Engineering Site Plans/Modified Site Plans/Concept Plans – 1 st Submittal – (all) – More than 10 acres	150.00

Engineering Site Plans/Modified Site Plans/Concept Plans – 1 st Submittal – (all) – Annual User Access Fee	150.00
Engineering Site Plans/Modified Site Plans/Concept Plans – 2 nd Submittal – (all) – Less than 5 acres	50.00
Engineering Site Plans/Modified Site Plans/Concept Plans – 2 nd Submittal – (all) – 5 to 10 acres	75.00
Engineering Site Plans/Modified Site Plans/Concept Plans – 2 nd Submittal – (all) – More than 10 acres	100.00
Engineering Site Plans/Modified Site Plans/Concept Plans – 3 rd + Submittal – (all) – Less than 5 acres	25.00
Engineering Site Plans/Modified Site Plans/Concept Plans – 3 rd + Submittal – (all) – 5 to 10 acres	50.00
Engineering Site Plans/Modified Site Plans/Concept Plans – 3 rd + Submittal – (all) – More than 10 acres	75.00

Engineering site plan/Modified Site Plan/Concept Plan	
Less than one acre	250.00
1.00-4.99 acres	400.00
5.00-24.99 acres	400.00, plus \$30.00 per acre
25.00 and up	750.00, plus \$30.00 per acre

Development and construction variance/Alternative Standards request fee	350.00

SECTION 9. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are here by repealed.

SECTION 10. 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 11. PENALTY. Any person, firm or corporation who violates any provisions of this ordinance shall be subject to a fine of not more than \$500.00 for each offense, unless the violation relates to fire safety, zoning or public health and sanitation in which case the fine shall not exceed \$2,000.00, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 12. 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 13. 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 7TH DAY OF MAY, 2018.

ORDINANCE NO. _____

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APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit "1"

Exhibit “2”

Exhibit “3”

Exhibit "4"

EXHIBIT 1

IH-35E Corridor Overlay District Boundary

The IH-35E Corridor Overlay District is defined as all land located within the area bounded by the following: Beginning at the southwest corner of the intersection of North Stemmons Freeway (IH-35E) and North Garden Ridge Boulevard, running westerly along the south right-of-way line of North Garden Ridge Boulevard to the northwest corner of a 3.221-acre tract of land out of the F. Pierce Survey, Abstract No. 1016 conveyed to IH-35 & Garden Ridge Acquisitions, LP, then southerly and easterly along the western and southern boundaries of said IH-35 & Garden Ridge Acquisitions, LP tract to the west right-of-way line of North Stemmons Freeway, (IH-35E), then southerly along the west right-of-way line of North Stemmons Freeway (IH-35E) and crossing Bogard Lane to the southeast corner of the intersection of Bogard Lane and McGee Lane, then southerly along the east right-of-way line of McGee Lane to the northeast corner of the intersection of McGee Lane and the KCS Railroad, then easterly along the north right-of-way line of the KCS Railroad to the northeast corner of the intersection of the KCS Railroad and North Summit Avenue, then southerly along the east right-of-way line of North Summit Avenue to the northwest corner of Lot 1, Block H, Valley Ridge Residential Addition, then easterly along the north boundaries of Lot 1, Block H, Valley Ridge Residential Addition and Lot 3, Block I, Valley Ridge Business Park West Phase 9 to the west right-of-way line of North Stemmons Freeway (IH-35E), then southerly along the east boundary and westerly along the south boundary of Lot 3, Block I, Valley Ridge Business Park West Phase 9, then westerly along the south boundary of Lot 1, Block H, Valley Ridge Residential Addition to the north right-of-way line of College Parkway, then crossing the right-of-way College Parkway in a southwesterly direction to the eastern corner of Lot 1, Block A, Parkway Estates Addition, then in a southwesterly direction along the eastern and southern boundaries of Lot 1, Block A, Parkway Estates Addition to the southeast corner of a drainage right-of-way dedicated on the final plat of Fireside Village Addition, then westward along the southern boundary of said drainage right-of-way to the eastern right-of-way line of North Summit Avenue, then southward along the east right-of-way line of North Summit Avenue crossing West Main Street and continuing southerly along the east right-of-way line of Surf Street to the southwest corner of Lot 3, Block B, Harbor Heights, then eastward along the south boundary of Lot 3, Block B, Harbor Heights to the southeast corner of said lot, then northward along the east boundary of Lots 3, 2, and 1A, Block B, Harbor Heights to the southwest corner of Lot 6 (PT), Valley Square, then easterly along the south boundary of Lots 6 (PT), 3 and 2, Valley Square to a point being the intersection of the south boundary of Lot 2, Valley Square and the northward extension of the western boundary of Lot 5, Block G, Quailcrest, then south across the public alley to the northwest corner of Lot 5, Block G, Quailcrest and continuing southerly along the west boundaries of Lots 5, 4B, 3, 2 and 1, Block G, Quailcrest to the north right-of-way line of West Purnell Street, then east along the north right-of-way line of West Purnell Street to the west right-of-way line of South Stemmons Freeway (IH-35E), then southeasterly along the west right-of-way line of South Stemmons Freeway (IH-35E) to the northwest corner of a 0.9759-acre tract of land out of the J. Sutton Survey, Abstract No. 1155 conveyed to Neville Texas Investments, LLC, then south along the west boundary of said Neville Texas Investments LLC tract and continuing south along the west boundary of a 4.0839-acre tract and an 8.141-acre tract, both out of the J. Sutton Survey, Abstract No. 1155 conveyed to AVB Ltd, to the north right-of-way line of Fox Avenue, then in a

southeasterly direction across the Fox Avenue right-of-way to the northwest corner of Lot 1, Block A, Fox Haven Addition, then south and easterly along the west boundary and south boundary of Lot 1, Block A, Fox Haven Addition to the west boundary of Lot 6R, Block A, Fox-IH35E Addition, then southeasterly, east, and northeasterly along the west, south and southeast boundaries of Lot 6R, Block A, Fox-IH35E Addition to the west right-of-way line of South Stemmons Freeway (IH-35E), then southeasterly along the west right-of-way line of South Stemmons Freeway (IH-35E) to the north-most corner of Lot 3 (PT), Block A, Lakeland Plaza Addition, then southwesterly and southerly along the northwest and west boundaries of Lots 3 (PT) and 1 (PT), Block A, Lakeland Plaza Addition to the northwest corner of Lot 1, Block A, Peppermint Addition, then south along the west boundary of Lot 1, Block A, Peppermint Addition to the north right-of-way line of Oakwood Lane, then easterly, southerly and easterly along the north, east and north right-of-way lines (following curves) of Oakwood Lane to the east right-of-way line of SH 121 Business, then south along the east right-of-way line of SH 121 Business to the southwest corner of Lot 1, Block A, Rider Addition, then east along the south boundaries of Lot 1, Block A, Rider Addition and Lot 1R, Block A, Bankston Nissan Addition to the west boundary of Lot 1, Block A, Lewisville Mitsubishi Addition, then south along the west boundaries of Lot 1, Block A, Lewisville Mitsubishi Addition and Lot 1, Block A, Toyota of Lewisville to the southwest corner of Lot 1, Block A, Toyota of Lewisville, then east along the south boundary of Lot 1, Block A, Toyota of Lewisville to the northwest corner of Lot 1A, Block C, Timber Creek Square Phase I, then south along the west boundary of Lot 1A, Block C, Timber Creek Square Phase I to the northeast right-of-way line of East Southwest Parkway, then southeasterly along the northeast right-of-way line of East Southwest Parkway to the south right-of-way line of East Corporate Drive, then southwesterly along the south right-of-way line of East Corporate Drive to the north most corner of Lot 2, Block C, Timber Creek Square Phase 2, then southeasterly along the northeast boundary of Lot 2, Block C, Timber Creek Square Phase 2 to the northwest corner of Lot 6, Block A, Vista Ridge Pointe Addition, then south along the west boundaries of Lot 6, Block A, Vista Ridge Pointe Addition and Lots 2 and 1A, Block B, Vista Ridge Village Addition Phase 3 to the north right-of-way line of Oakbend Drive, then in a southeasterly direction across the Oakbend Drive right-of-way to the northwest corner of Lot 1, Block A, Oakbend and Rockbrook Addition, then south and east along the west and south boundaries of Lot 1, Block A, Oakbend and Rockbrook Addition to the west boundary of Lot 4, Block A, Vista Ridge Village Addition Phase 2, then south along the west boundaries of Lots 4, 3 and 2, Block A, Vista Ridge Village Addition Phase 2 to the north right-of-way of East Round Grove (FM 3040), then east along the north right-of-way line of Round Grove Road (FM 3040) to the east right-of-way line of Mac Arthur Boulevard, then southerly along the east right-of-way line of MacArthur Boulevard to the north right-of-way line of SH 121, then easterly along the north right-of-way line of SH 121 to the east right-of-way line of Lake Vista Drive, then southerly and easterly along the east and north right-of-way line of Lake Vista Drive to the south most corner of Lot 1RA, Block L, Vista Ridge to the southwest corner of a 38.0408-acre tract of land out of the McKinney-Williams Survey, Abstract No. 936 conveyed to Dallas Gun Club, then east along the south boundary of said Dallas Gun Club tract and following the City of Lewisville corporate limit line along the south boundary of a 2.2-acre tract of land out of the McKinney-Williams Survey, Abstract No. 936 and conveyed to Denton County Levee Improvement District No. 1 and continuing east and following the City

of Lewisville corporate limit line along the south boundary of said Dallas Gun Club tract and continuing east following the City of Lewisville corporate limit line along the south boundary of a 5.8-acre tract of land out of the McKinney-Williams Survey, Abstract No. 936 conveyed to Denton County Levee Improvement District No. 1 and continuing east following the City of Lewisville corporate limit line along the south boundary of a 38.0408-acre tract of land out of the McKinney-Williams Survey, Abstract No. 936 conveyed to Dallas Gun Club to the west most southwest corner of Lot 6R, Block A, I-35 Boat City Addition, then east, south, easterly, northerly, west and north (following curves) along the south, west, south, east, north and east boundaries of Lot 6R, Block A, I-35 Boat City Addition to south corner of Lot 5, Block A, I-35 Boat City Addition, then northeasterly along the southeastern boundary of Lot 5, Block A, I-35 Boat City Addition to the west right-of-way line of South Stemmons Freeway (I-35E), then following the City of Lewisville corporate limit line northeasterly across the South Stemmons Freeway (IH-35E) right-of-way to the east right-of-way line of South Stemmons Freeway (IH-35E) then following the City of Lewisville corporate limit line northwesterly to the southeast corner of a 14.029-acre tract of land out of the McKinney-Williams Survey, Abstract No. 936 conveyed to City of Carrollton, then northwesterly and east following the City of Lewisville corporate limit line along the southwest, west and north boundaries of said City of Carrollton tract to the west boundary of 109.6-acre tract of land out of the J. Chowning Survey, Abstract No. 242 conveyed to City of Carrollton, then north following the City of Lewisville corporate limit line along the west boundary of said City of Carrollton tract to the west right-of-way line of the Dallas Area Rapid Transit (DART) railway, then northerly along the west right-of-way line of the Dallas Area Rapid Transit (DART) railway, crossing the SH 121 right-of-way, to the north right-of-way line of SH 121, then southwesterly along the north right-of-way line of SH 121 to the southeast corner of Lot 4 (PT), Block A, Arthur James Addition, then northwesterly along the northeastern boundary of Lots 4 (PT), 3 and 2, Block A, Arthur James Addition to the east right-of-way line of Arthur's Lane, then northwesterly across the Arthur's Lane right-of-way to northeast corner of Lot 8R, Block H, Lakepointe Phase 5, then northwesterly along the northeast boundary of Lots 8R, 7B (PT) and 7A (PT), Block H, Lakepointe Phase 5 to the southeast corner of Lot 3, Block H, Lakepointe Phase 1, then northwesterly and northeasterly along the southwest and northwest boundaries of Lot 3, Block H, Lakepointe Phase 1 to the northmost corner of Lot 3, Block H, Lakepointe Phase 1, then in a northeasterly direction across Lot 3, Block G, Lakepointe Phase 3 to the southeast corner of Lot 2R-1, Block G, Lakepointe Phase 3, then northeasterly along the southeast boundaries of Lots 2R-1 and 1R-1B, Block G, Lakepointe Phase 3 and continuing in a straight line across the right-of-way of Lakeside Circle to the north right-of-way line of Lakeside Circle, then northwesterly along the north right-of-way line of Lakeside Circle to the south corner of Lot 1R-2A, Block E, Lakepointe Phase 3, then northeasterly along the southeast boundaries of Lots 1R-2A and 1R-3, Block E, Lakepointe Phase 3 and Lots 1, 2R1, 3R1 and 4, Block A, Hebron Lakepointe Addition to the south right-of-way line of Hebron Parkway, then crossing the right-of-way of Hebron Parkway to the east corner of Lots 3B and 3C, Block D, Lakepointe Phase 3, then northwesterly and southwesterly along the northeast boundary of Lots 3B and 3C, Block D, Lakepointe, Phase 3 and the northeast and northwest boundaries of Lots 3A (E PT) and 3A (W PT), Block D, Lakepointe Phase 3 to the northeast right-of-way line of Lakepointe Drive, then crossing the right-of-way of Lakepointe Drive to the southwest right-of-way line of Lakepointe Drive, then

northwesterly along the southwest right-of-way line of Lakepointe Drive to the south corner of the intersection of Lakepointe Drive and Waters Ridge Drive, then southwesterly along the southeast right-of-way line of Waters Ridge Drive to the west corner of Lot 7, Block A, Lakepointe West, then northwesterly across the right-of-way Waters Ridge Drive to the south corner of Lot 4A, Block B, Lakepointe Phase 2, then northwesterly, west and north along the southwest, south, and west boundaries of Lot 4A, Block B, Lakepointe Phase 2 to the south right-of-way line of Lakepointe Drive, then northwesterly along the south and west right-of-way line of Lakepointe Drive and crossing East Corporate Drive and continuing northwesterly along the southwest right-of-way line of Lakepointe Drive to a point being the intersection of the south right-of-way line of Lakepointe Drive and the southerly extension of the west boundary of Lot 5, Block A, Xerox Facility Addition, then north across the right-of-way of Lakepointe Drive to the southwest corner of Lot 5, Block A, Xerox Facility Addition, then north along the west boundary of Lot 5, Block A, Xerox Facility Addition to the south right-of-way line of Bennett Lane, then northeasterly across the Bennett Lane right-of-way to the southeast corner of a 0.963-acre tract of land out of the E. Aday Survey, Abstract No. 11 conveyed to City of Lewisville, then north to the northeast corner of said City of Lewisville tract then west along the north boundaries of said City of Lewisville tract; and continuing west, north and west along the north boundaries of a 1.926-acre tract of land out of the E. Aday Survey, Abstract No. 11 conveyed to City of Lewisville; Lot 1, Block A, Bennett Park Center; Lot 1, Block A, Octavi Hernandez Addition; a 0.75-acre tract of land out of the E. Aday Survey, Abstract No. 11 conveyed to Noblitt Living Trust; Lot 1, Block A, Tyson Estates; a 0.959-acre tract of land out of the E. Aday Survey, Abstract No. 11 conveyed to E&H Contractors; a 3.0-acre tract of land out of the E. Aday Survey, Abstract No. 11 conveyed to Rafael Corona; and a 3.027-acre tract of out of the E. Aday Survey, Abstract No. 11 conveyed to Nancy A. Stevens; to the east right-of-way line of Yates Street, then northerly along the east right-of-way line of Yates Street to the northwest corner of Lot 1, Block A, WRN Creekside Development Addition, then east, north and west along the south, east and north boundaries of a 57.3366-acre tract of land out of the J.W. King Survey, Abstract No. 695 conveyed to AMC Northwood, LLC, to the southwest corner of Lot 2, Block A, DCTA Maintenance Facility Addition, then north and east along the west and north boundaries of Lot 2, Block A, DCTA Maintenance Facility Addition to the southeast corner of 3R, Block A, Zander Place Addition, then north and northwesterly along the east and northeast boundaries of Lot 3R, Block A, Zander Place Addition to the southeast right-of-way line of SH 121 Business, then continuing in a straight line northwest across the SH 121 Business right-of-way to the northwest right-of-way line of SH 121 Business, then southwesterly along the northwest right-of-way line of SH 121 Business to the west corner of the intersection of SH 121 Business and McKenzie Street right-of-ways, then west along the south right-of-way line of McKenzie Street to the northeast corner of Lot 7, Block 10, McKenzie-Hembry Addition, then southerly, westerly and southerly along the east boundary of Lot 7, Block 10, McKenzie-Hembry Addition to the northeast corner of a 1.45-acre tract of land out of the J.W. King Survey, Abstract No. 695 conveyed to City of Lewisville, then southwesterly along the southeast boundaries of said City of Lewisville tract to the north-most corner of a 2.44-acre tract of land out of the J.W. King Survey, Abstract No. 695 conveyed to City of Lewisville, then southeasterly, southwesterly, westerly and northwesterly along the northeast, southeast, south and southwest boundaries of said City of Lewisville tract to the east right-of-way line of South Mill Street, then north along the east

right-of-way line of South Mill Street to the northeast corner of South Mill Street and Mesquite Street, then westerly across the South Mill Street right-of-way to the northeast corner of a 0.482-acre tract of land out of the E. Pickett Survey, Abstract No. 1014 conveyed to Lebz Brothers Inv. LLC, then west and south along the north and west boundaries of said Lebz Brothers Inv. LLC tract to the north right-of-way line of Yale Avenue, then southerly across the Yale Avenue right-of-way to the northwest corner of Lot 17, Block A, Termin, then south along the west boundaries of Lot 17, Block A, Termin and continuing southerly along the west boundary of a 0.45-acre tract of land out of the E. Pickett Survey, Abstract No. 1014 conveyed to Reid M. Anderson to the north right-of-way line of Harvard Avenue, then south across the Harvard Avenue right-of-way to the northwest corner of a 0.441 acre tract of land out of the E. Pickett Survey, Abstract No. 1014 conveyed to Bruce Properties LLC, then south along the west boundary of said Bruce Properties LLC tract to the north boundary of Lot 1, Block A, Batterton Addition, then west along the north boundaries of Lot 1, Block A, Batterton Addition and continuing west along the north boundaries of Lot 2, Block B, Huffines Dodge Addition, and a 3.7969-acre tract of land out of the E. Pickett Survey, Abstract No. 1014 conveyed to 1090 St. Charles Property, LLC, to the east right-of-way line of South Charles Street, then west across the South Charles Street right-of-way to the west right-of-way line of South Charles Street, then south along the west right-of-way line of South Charles Street to the north corner of a 0.711-acre tract of land out of the E. Pickett Survey, Abstract No. 1014 conveyed to Michael & Hiyasmin Noyes, then southwesterly along the northwest boundary of said Noyes tract to the east corner of Lot 9, Block B, Lakeland Terrace 1, then northwesterly along the northeast boundary of Lot 9, Block B, Lakeland Terrace 1 to the north corner of Lot 9, Block B, Lakeland Terrace 1, then northwesterly across the Lake Shore Drive right-of-way to the west right-of-way line of Lake Shore Drive, then north along the west right-of-way line of Lake Shore Drive to the southwest corner of Lake Shore Drive and Harbor Drive, then westerly, northwesterly and northerly along the south, southwest and west right-of-way line of Harbor Drive to the southwest corner of Harbor Drive and Lake Haven Drive, then north across the Lake Haven Drive right-of-way to the north right-of-way line of Lake Haven Drive, then northwesterly along the northeast right-of-way line of Lake Haven Drive to the east corner of Lake Haven Drive and Fox Avenue, then northeasterly across the right-of-way of Fox Avenue to the southeast corner of Lot 9, Block 4, James Degan, then westerly along the south boundaries of Lots 9, 8, 7, 6, 5, 4, 3 and 2 (PT), Block 4 James Degan to the northeast right-of-way line of South Stemmons Freeway (IH-35E), then northwesterly along the northeast right-of-way line of South Stemmons Freeway (IH-35E) to the northeast corner of South Stemmons Freeway (IH-35E) and West Purnell Street, then east along the north right-of-way line of West Purnell Street to the northwest corner of West Purnell Street and South Edna Avenue, then north along the west right-of-way line of South Edna Avenue to the southwest corner of South Edna Avenue and West Main Street, then north across the West Main Street right-of-way to the north right-of-way line of West Main Street, then west along the north right-of-way line of West Main Street to the northwest corner of West Main Street and Degan Avenue, then north along the west right-of-way line of Degan Avenue to the northwest corner of Degan Avenue and West College Street, then west along the north right-of-way line of West College Street to the northwest corner of Harn Drive, then north along the west right-of-way line of Harn Drive to the southwest corner of Harn Drive and Millican Drive, then north across the Millican Drive right-of-way to the north right-of-way line of

Millican Drive, then east along the north right-of-way line of Millican Drive to the southwest corner of Lot 18, Block E, Lewisville Park Estates, then north along the west boundaries of Lots 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2 and 1, Block E and Lots 1-5, Block A Lewisville Park Estates to the northwest corner of Lot 5, Block A, Lewisville Park Estates, then east along the north boundaries of Lots 5-12, Block A, Lewisville Park Estates to the northeast corner of Lot 12, Block A, Lewisville Park Estates, then northeasterly across two drainage right-of-way lots to the southeast corner of Lot 3A, Block A, Valley Ridge Business Park East, then north along the east boundary of Lot 3A, Block A, Valley Ridge Business Park East to the northeast corner of Lot 3A, Block A, Valley Ridge Business Park East, then northwesterly across the Valley Ridge Boulevard right-of-way to the southeast corner of Lot 3, Block B, Valley Ridge Business Park East, then north along the east boundary of Lot 3, Block B, Valley Ridge Business Park East to the northeast corner of Lot 3, Block B, Valley Ridge Business Park East, then westerly along the south right-of-way line of the KCS railway to east corner of Lot 1, Block A, May Trailer Sales Addition, then northwesterly across the KCS Railway right-of-way to the southeast corner of Lot 3, Block A, Butler Addition, then north along the east boundaries of Lot 3, Block A, Butler Addition and Lot 1, Block A, Denton County Addition to the south right-of-way line of West Jones Street, then northerly across the West Jones Street right-of-way to the southeast corner of Lot 2R1, Block A, Fairway Business Park, then north along the east boundary and west along the north boundary of Lot 2R1, Block A, Fairway Business Park to the east boundary of Lot 1, Block A, Phil Dill Jr Addition, then north along the east boundaries of Lot 1, Block A, Phil Dill Jr Addition and Lot 2, Block A Lewisville Boat Storage Addition (PT) to the southwest right-of-way line of the Dallas Area Rapid Transit (DART) railway, then northwesterly along the southwest Dallas Area Rapid Transit (DART) railway right-of-way line to the northwest corner of Lot 2, Block A, Franklin Street Addition, then northeasterly across the Dallas Area Rapid Transit (DART) railway right-of-way to the southeast corner of Lot 1, Block A, CB Green Addition, then north along the east boundary of Lot 1, Block A, CB Green Addition to the south right-of-way line of Lake Park Road, then north across the Lake Park Road right-of-way to the north right-of-way line of Lake Park Road, then west along the north right-of-way line of Lake Park Road to the southeast corner of a 3.2258-acre tract of land out of the P.K. Waggoner Survey, Abstract No. 1342 conveyed to the James C. Holmes Family Trust, then north along the east boundary of said James C. Holmes Family Trust tract to southeast corner of Lot 2, Block A, Callmark Addition, then north and westerly along the east and north boundaries of Lot 2, Block A, Callmark Addition and continuing westerly along the north boundary of Lot 1, Block A, Callmark Addition to the east right-of-way line of Oakridge Boulevard, then northwesterly across the Oakridge Boulevard right-of-way to the west right-of-way line of Oakridge Boulevard, then south along the west right-of-way line of Oakridge Boulevard to the northeast corner of Lot 30A, Block A, Oakridge Park Estates Section G, then northwest, west and south along the northeast, north and west boundaries of Lot 30A, Block A, Oakridge Park Estates Section G to the northeast right-of-way line of the Dallas Area Rapid Transit (DART) railway, then crossing the Dallas Area Rapid Transit (DART) railway right-of-way in a southwesterly direction and continuing northwesterly along the southwest right-of-way line of the Dallas Area Rapid Transit (DART) railway to the southwest corner of the Dallas Area Rapid Transit (DART) railway right-of-way and North Garden Ridge Boulevard, then westerly across the North Stemmons Freeway (IH-35E) right-of-way to the point of beginning.

EXHIBIT 2

Chapter 17.5 - IH-35E Corridor Overlay District

Sec. 17.5-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the following meanings. For any word, phrase, or term not defined in this chapter, the definitions in the Zoning Ordinance and Land Development Regulations shall apply. If any definition in this chapter is in conflict with the Zoning Ordinance or Land Development Regulations, then the definitions in this chapter shall prevail:

Administrative Modification shall mean a requested modification of up to 10% of any numerical Standard established in this chapter, unless a more specific threshold has been established for Administrative Modifications in this chapter but shall not include any requested modification to any Standards relating to development intensity (height and allowed square footage), density, or uses permitted.

Alternative Standards shall mean a requested modification of more than 10% of any numerical Standard established in this chapter or a Concept Plan which does not comply with Appendix D (Framework Plans) but shall not include any requested modification to any Standards relating to development intensity (height and allowed square footage), density, or uses permitted.

Amenity Zone shall mean that portion of the right-of-way for which the owner/developer is responsible for the placement of Sidewalks, trees, if required, and Street Furnishings in a manner that does not obstruct pedestrian access or motorist visibility.

Architectural Screens shall mean any permanent, semi-opaque screening device that is integrated with the architectural Facade design of a building. Architectural Screens may use a range of compatible materials including metal or plaster and may use opening patterns with geometric or irregular shapes.

Articulation shall mean features that provide architectural detail, differentiation, openings, and characteristics.

Awning shall mean a roof-like cover which may be fixed in place or retractable that is not a permanent integral element of the building to which is attached, projecting from the Facade of a building for the purpose of shielding a doorway or window from the elements.

Block Perimeter shall mean the sum total dimension of all sides of a block circumscribed by Streets as measured along the property lines.

Build-to Zone shall mean an area of a specified depth, parallel to and touching a specified lot line or other setback line, within which the building's Facade shall be placed and may vary within the zone in order to encourage design flexibility.

Building Height shall mean the overall height of a building as measured from natural grade to the tallest projecting element on the building and/or Parking Structure.

Canopy shall mean a roof-like structure that is an integral element of a building and extends horizontally more than one (1) foot from the face of a building Facade.

Corridor District shall mean the IH-35E Corridor Overlay District, as created by this chapter.

Concept Plan shall mean a narrative, complete with illustrations, outlining a proposed project in detail, which is required for certain rezoning requests under the Zoning Ordinance. The Concept Plan shall show the applicant's intent for the use of the land within the proposed zoning district in a graphic manner, and as may be required, supported by written documentation of proposals and Standards for Development.

Development shall mean the subdivision of land and/or construction, reconstruction, expansion, structural alteration, conversion, or relocation of any buildings or structures; and any extensions of use of land. Development includes New Development and Redevelopment. Minor improvements to an existing property or structure, including routine maintenance, aesthetic enhancements, and landscaping enhancements shall be excluded from this definition.

Driveways shall mean an opening along the curb line at which point vehicles may enter or leave the roadway.

Engineering Site Plan shall mean the development plans required by the LDR for one or more lots upon which is shown all information required by this chapter and the LDR, sealed by a state-licensed civil engineer. There are specific requirements for Engineering Site Plans in the LDR. An architectural site plan shall not be substituted for an Engineering Site Plan.

Facade shall mean the portion of any exterior elevation on the building extending from grade to top of the Parapet, wall, or eaves and the entire width of the building's elevation but excluding the roof. Where separate faces are oriented in the same direction or in directions within forty-five degrees of one another, they are to be considered as part of a single Facade. Multiple buildings on the same lot will each be deemed to have separate Facades.

Facade Rhythm shall mean the repetition of certain elements (windows, doors, columns, etc.) in regular manner along a building's elevation.

Frontage Road (IH-35E Frontage Road) shall mean roads that run parallel to IH-35E that provide access to abutting landowners and distribute and collect traffic between Local Streets and the freeway interchange.

Graphic Representation shall mean any sketch, photograph, or similar representation.

Ground Floor shall mean that portion of a building from street-level finish floor elevation and extended twelve and one-half feet above the street-level finish floor elevation.

Hardscape shall mean paving materials having architectural design features or patterns and laying flush on the ground level.

Land Development Regulations or LDR shall mean the City of Lewisville Land Development Regulations, Chapter 6 of the Code of Ordinances, as amended. Also referred to as the General Development Ordinance (GDO).

Local Street shall mean a Street to provide the primary means of access to properties and shall generally accommodate low traffic speeds and volumes.

Masonry shall mean brick, stone, rock, stucco, plaster, cement, or concrete tilt wall installed in accordance with the city's adopted building code. It shall not include EIFS (Exterior Insulation and Finish System), Hardi plank, or materials of similar characteristics.

Mechanical Equipment shall mean heating, ventilation or air conditioning (HVAC) equipment, satellite equipment or any other similar equipment.

Mixed-use shall mean a tract of land, building, or structure which combines residential and nonresidential uses within a single site, building or structure. Mixed-use sites, buildings or structures may consist of two or more uses including but not limited to residential, office, retail, restaurant, civic or entertainment.

New Development shall mean the site preparation and construction of new facilities on property previously undeveloped.

Open Space shall mean an area of land set aside, dedicated, designated, or reserved for public or private use for recreational activities or other amenities, including parks, courtyards, plazas, patios, etc. Open Space may be maintained by either the property owner or the city.

Pad Sites shall mean outparcels for individual commercial (usually drive through restaurants) buildings generally surrounded by its own parking and/or Driveways within a larger project such as a shopping center.

Parapet shall mean that portion of a building wall or Facade that extends above the roof line of the buildings.

Parking Lot shall mean a paved surface with at least eleven (11) On-site Parking spaces, all at grade level.

Parking, Off-street or On-site shall mean parking located completely within private property.

Parking, On-street shall mean parking located completely or partially within a Public Right-of-Way or Street easement.

Parking Structure shall mean a parking garage located above ground and/or underground consisting of one or more levels but excluding a Parking Lot.

Pavers shall mean brick or other man-made masonry units including stamped concrete and asphalt pavers intended for surface paving specifically, though not exclusively, excluding split-faced block, or CMU (Concrete Masonry Units) block.

Primary Entrance shall mean an entrance from a Primary Pedestrian Street, if a building has frontage along a Primary Pedestrian Street, or an entrance customarily providing entry to a main lobby, waiting room or foyer, if the building has another Street frontage.

Primary Pedestrian Streets shall mean those Streets that are high quality pedestrian routes, that have a minimum Sidewalk width of 6 feet, offer adequate buffers between moving vehicles and pedestrians, contain a higher level of pedestrian amenities, and link major destinations.

Principal or Primary Building shall mean a building, structure or other facility, or a combination thereof, which are designed for or occupied by a principal use.

Public Art shall mean sculpture, water features, and murals, or paving designs of a unique and attention-getting character.

Public Right-of-Way (ROW) shall mean any public street, highway, roadway, alley or Sidewalk dedicated to and maintained by any public entity.

Redevelopment shall mean the demolition of all or a portion of existing facilities and the construction of new facilities on the property.

Reflective Glass shall mean glass having a reflectance of greater than 10%.

Secondary Walkway shall mean a Walkway immediately adjacent to a building that is setback from the Street by a Parking Lot. Such a Walkway may be parallel to the Sidewalk.

Shared Parking shall mean parking that is utilized by buildings or tenants on two or more parcels.

Sidewalk shall mean a paved surface intended for pedestrians provided immediately adjacent to Streets.

Standards shall mean basic requirements for any Development in this chapter. These are in addition to the specific requirements of the LDR.

Street shall mean a way for traffic, whether designated as a street, highway, thoroughfare, parkway, road, boulevard, private access easement or however other designated.

Streetscape or Streetscape Zone shall mean all elements that are located between the edge of pavement of the Street and the right-of-way line and may include the Amenity Zone and Sidewalks.

Street Furnishings shall mean any elements useful for pedestrian convenience and comfort including but not limited to: pedestrian lights, benches, newspaper racks, trash receptacles, bollards, planters, tree grates, fences, railings, bicycle racks, mailboxes, fountains, kiosks, and phones.

TxDOT shall mean the Texas Department of Transportation.

Utilities shall mean any utilities serving a building on private property or placed in Public ROW or public easements.

Walkway shall mean any pedestrian accommodation that provides internal connectivity within a site by connecting Parking Lots or Sidewalks to building entrances.

Zoning Ordinance shall mean Chapter 17 of this Code of Ordinances, as amended.

17.5-2. General Provisions

(a) Purpose:

This Corridor District is intended to implement the IH-35E Corridor Redevelopment Plan adopted in November 2014 by the Lewisville City Council. The purpose of the Corridor District is to guide new Development and Redevelopment along the IH-35E corridor by establishing enhanced Standards that increase the quality of development and encourage sustainable design while still maintaining the health, safety, and welfare of the public. The design regulations included in this Corridor District provide property owners and developers with a clear set of Standards that will instruct site planning, architecture, landscaping, Streetscapes, and other elements to create a consistent character of development throughout the Corridor District.

(b) Geographic Limits:

The geographic limits of the Corridor District are as shown in the Corridor District Map, attached hereto as Exhibit 1 in Section 17.5-3, as more specifically described in Appendix H. Within the limits of the Corridor District, there are four core sub-districts: Northern Gateway, Main Street, Central, and Southern Gateway, as shown in Exhibits 2-5 in Section 17.5-3. All other areas within the Corridor District shall be part of the transition sub-district, as shown in Exhibit 1 in Section 17.5-3.

(c) Purpose and Intent Statements:

Purpose and intent statements are provided to set out high-level objectives.

(d) Standards:

Standards are provided to set out quantifiable measures, designed as regulations, to achieve the stated intent and purpose.

(e) Graphic Representation:

All Graphic Representations within this chapter are illustrative of the described Standard only and will not be used for regulation or enforcement of this chapter. The Standard noted in text shall prevail over any Graphic Representation.

(f) Applicability:

- (1) The regulations identified in this chapter shall apply to all properties within the Corridor District as shown in Exhibit 1 in Section 17.5-3.
- (2) Table 1 illustrates the extent to which different sections of this chapter apply to any proposed Development or Redevelopment.
- (3) The following Appendices shall be informational and illustrate the vision for Development in the Corridor District:
 - a. Appendix A: Corridor Character Principles;
 - b. Appendix B: Design Principles;
 - c. Appendix C: Core Sub-district Illustrative Plans
- (4) The following Appendices shall be regulatory and all applications for Development shall meet the requirements in:
 - a. Appendix D: Core Sub-district Framework Plans that indicate the location of future Streets including Primary Pedestrian Streets and Open Spaces.
 - b. Appendix E: Process Flow Chart
 - c. Appendix F: Street Design Standards
 - d. Appendix G: Planting List
 - e. Appendix H: Boundary Description
- (5) Relationship to the Zoning Ordinance and Land Development Regulations (LDR):
 - a. All provisions and requirements of the Zoning Ordinance and LDR apply to Development within the Corridor District, except where those provisions and requirements conflict with this chapter, in which case this chapter shall control.
 - b. Standards, requirements, and processes that are not addressed in this chapter shall be governed by the Zoning Ordinance and LDR.
 - c. All planned development district standards approved prior to the effective date of this ordinance shall supersede the Standards in this chapter.
 - d. Nothing in this chapter shall change the underlying zoning designation of any property within the Corridor District.
- (6) All Development including the application of the Standards contained in this chapter must comply with all applicable laws and regulations including, but not limited to, the Americans with Disabilities Act and Texas Accessibility Standards.

(g) Process: Development within the Corridor District shall follow the processes required by the LDR and all other applicable ordinances to the extent they are not in conflict with the Standards in this chapter and subject to the following (see Appendix E, Process Flow Chart, for Graphic Representation):

- (1) Applications
 - a. Engineering Site Plans

1. An Engineering Site Plan must be submitted to staff for review for any Development which is required to comply with the Standards in this chapter, as illustrated in Table 1.
 2. An Engineering Site Plan with landscape plan shall be required for any Development which will create an increase in total building area, regardless of the size of the expansion.
 3. Staff may approve Engineering Site Plans where Developments submitted conform to the requirements of this chapter and all applicable provisions of the LDR.
- b. Concept Plans
- For any site that includes an area five (5) acres or greater or is part of a larger project such as an outparcel in a shopping center, a Concept Plan shall be submitted and approved by staff prior to any Engineering Site Plan approvals.
- I. This requirement shall not apply if a Concept Plan has been previously approved as part of a planned development zoning district designation.
 - II. All Concept Plans shall be in compliance with the Framework Plans, outlined in Appendix D.
 - III. A request for approval of a Concept Plan which does not comply with the Framework Plans in Appendix D shall be considered an application for an Alternative Standard and shall be handled and reviewed as such.
- (2) Administrative Modifications
- a. A request for an Administrative Modification shall be submitted to staff at the time of submittal of the Engineering Site Plan. Said request may be made on the face of the Engineering Site Plan.
 - b. Administrative Modification requests which involve development intensity (height and square footage permitted), density standards, or uses permitted in the Corridor District are considered zoning change requests and will be processed as such under the Zoning Ordinance.
 - c. Staff review
 1. Staff may approve an Administrative Modification that is being requested for one of the following reasons, unless otherwise provided in this chapter:
 - i. To accommodate a site specific condition, including but not limited to, topography, vegetation, easements, utilities, existing improvements in good repair;
 - ii. To provide pedestrian, bicycle, or transit improvements; or
 - iii. To accommodate a phased Development of a site.
 2. In no case shall any Administrative Modification allow:
 - i. An increase in overall allowed intensity, density, height or lot coverage;
 - ii. A change in permitted uses or mix of uses; or
 - iii. A change in the relationship between the buildings and the Street.

(3) Alternative Standards

- a. A complete application for any Alternative Standard shall be submitted, in writing, to staff at least four weeks prior to any Overlay District Board meeting.
- b. The request shall state fully the grounds for the application and all facts relied upon by the applicant. All supporting exhibits, fees and documents must be included with the application. Incomplete applications will not be processed until all necessary documents are received by staff.
- c. Alternative Standards requests which involve development intensity (height and square footage permitted), density standards, or uses permitted in the Corridor District are considered zoning change requests and will be processed as such under the Zoning Ordinance.
- d. Overlay District Board review
 1. Standard of review
 - i. When reviewing applications for Alternative Standards, if the Overlay District Board finds that hardship or practical difficulties may result from strict compliance with the regulations in this chapter and/or the purpose of the regulations in this chapter may be served to a greater extent by Alternative Standards, it may approve or recommend exceptions to the Corridor District regulations so that substantial justice may be done and the public interest secured, provided that such exception shall not have the effect of nullifying the intent and purpose of the regulations in this chapter.
 - ii. The Board may refer to the *IH-35E Corridor Redevelopment Plan* and the appendices hereto in determining the intent and purpose of the regulations in this chapter. Issues the Overlay District Board may consider in making their findings include, but are not limited to the following:
 - aa. Whether strict compliance would impair the architectural design or creativity of the project;
 - bb. Whether strict compliance would create an unnecessary hardship or a practical difficulty which is unique to the Development and is not self-imposed;
 - cc. Whether an Alternative Standard is necessary to ensure compatibility with surrounding developed properties while still meeting the vision for the Corridor District; or
 - dd. Whether the proposed Development is an addition to an existing facility that does not meet the requirements of the Corridor District but meets the intent of this chapter.
 2. Authority
 - i. Final authority

- aa. The Overlay District Board shall have the authority to make a final decision to approve or deny applications for Alternative Standards which are:
 - I. Modifications of more than 10% but less than 25% of numerical Standard pertaining to landscaping or building materials and modifications of more than 10% but less than 60% of any other numerical Standard established in this chapter, except modifications to landscape area; or
 - II. Concept Plans which do not comply with the Framework Plans outlined in Appendix D.
- bb. An applicant wishing to appeal the Board's decision shall submit a request to the Director of Planning in writing 30 days after receipt of notification of the Board's decision. Otherwise, the decision is final and nonappealable.
- ii. Recommendations to the city council
The Overlay District Board shall review and make a recommendation to the city council regarding:
 - I. Applications for Alternative Standards which are modifications of 25% or more of any numerical Standard pertaining to landscaping or building materials and modifications of 60% or more of any other numerical Standard established in this chapter; or
 - II. Applications for Alternative Standards which are modifications of non-numerical Standards established in this chapter, except where otherwise noted in this chapter.
- e. City council review
 - 1. When reviewing applications for Alternative Standards, the city council shall use the standards outlined in the above section 17.5-2(g)(3)(d)(1).
 - 2. Authority
 - i. Alternative Standards: The city council shall receive recommendations from the Overlay District Board regarding and shall make a final decision to approve or deny:
 - aa. Applications for Alternative Standards which are modifications of 25% or more of any numerical Standard pertaining to landscaping or building materials and modifications of 60% or more of any other numerical Standard established in this chapter; and
 - bb. Applications for Alternative Standards which are modifications of non-numerical Standards established in this chapter, except where otherwise noted in any section of this chapter.
 - ii. Appeals: The city council may hear and decide appeals of final decisions made by the Overlay District Board.

- (4) Variances from the Land Development Regulations
 - a. A variance from the regulations of the LDR, including a variance requested on the face of a plat or Engineering Site Plan, shall be submitted to staff at least four (4) weeks prior to any Overlay District Board meeting.
 - b. The city council shall receive recommendations from the Overlay District Board regarding and shall make a final decision to approve or deny any variance requested from the requirements of the LDR.
 - c. When reviewing variance requests, the Board and the city council shall use the standards outlined for reviewing variances in section 6-31(a) of the LDR.
- (5) Fees

An administrative fee for processing Alternative Standards requests and variance requests are applicable for all requests in an amount as set forth in the city's fee ordinance (section 2-201).

Table 1. Applicability Matrix

Regulations → Development Application/Request	Building and Envelope Regulations							Architectural Regulations						Landscape Regulations			Street and Streetscape Regulations						
	Placement	Orientation	Blocks/Lots	Height	Driveways	Ped-Circulation	Parking	Articulation	Facades	Materials/Colors	Awnings/Canopies	Windows	Parking Structures	Tree/Plant Materials	Hardscaping	Open Space	General	New or Improved Streets	Sidewalks	Trails	Street/Ped Lighting	Street Furnishings	Screening of Service Areas and Utilities
(a) New Development*	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
(b) Change of use/expansion of existing use (with NO increase in building area) (new use shall comply with the underlying zoning district)							■																
(c) Interior remodel with no change of use, no change in any Street facing Facade, no increase of any existing nonconformity and no increase of building area																							
(d) Facade changes to existing buildings (regardless of value of improvements proposed)**																							
(1) Addition of non-air conditioned space such as patios, porches, arcades, canopies, and outdoor seating areas (shall be permitted so long as no existing nonconformity is increased)	■	■				■	■				■												
(2) Changes to any Street facing Facades (Standards in the specific section shall apply)								■	■	■	■	■		■									■
(e) Expansion of Building Area*																							
(1) 0% - 49% increase in building area regardless of value of improvements (Standards in applicable sections shall <u>apply only to the expansions</u>)	■	■	■	■	■	■	■	■	■	■	■	■		■	■		■	■	■	■	■	■	■
(2) 50% or greater increase in building area BUT <i>less than both</i> : a. 50% increase in value of improvements, <u>and</u> b. Total proposed improvements valued at \$100,000 (Standards in applicable sections shall <u>apply only to the expansions</u>)	■	■	■	■	■	■	■	■	■	■	■	■		■	■		■	■	■	■	■	■	■

Regulations → Development Application/Request	Building and Envelope Regulations							Architectural Regulations						Landscape Regulations			Street and Streetscape Regulations							
	Placement	Orientation	Blocks/Lots	Height	Driveways	Ped-Circulation	Parking	Articulation	Facades	Materials/Colors	Awnings/Canopies	Windows	Parking Structures	Tree/Plant Materials	Hardscaping	Open Space	General	New or Improved Streets	Sidewalks	Trails	Street/Ped Lighting	Street Furnishings	Screening of Service Areas and Utilities	
(3) 50% or greater increase of building area AND <i>more than either</i> : a. 50% increase in value of improvements or b. Any proposed improvements valued at \$100,000 (Standards in applicable sections shall apply to the <u>entire site, including retrofitting of the existing building and site</u>).	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
(f) Expansion of surface Parking Lot only (not in conjunction with a building or use expansion)																								
(1) Up to 10 spaces (shall not be placed in any area that increases any existing nonconformity)**					■		■							■										
(2) 11 or more additional spaces (shall not be placed in a manner that increases any existing nonconformity)*					■	■	■							■	■									

* Engineering Site Plan shall be required

** Engineering Site Plan may be required based on the extent of proposed improvements

17.5-3. Corridor District Map

Exhibit 1. Corridor District Map

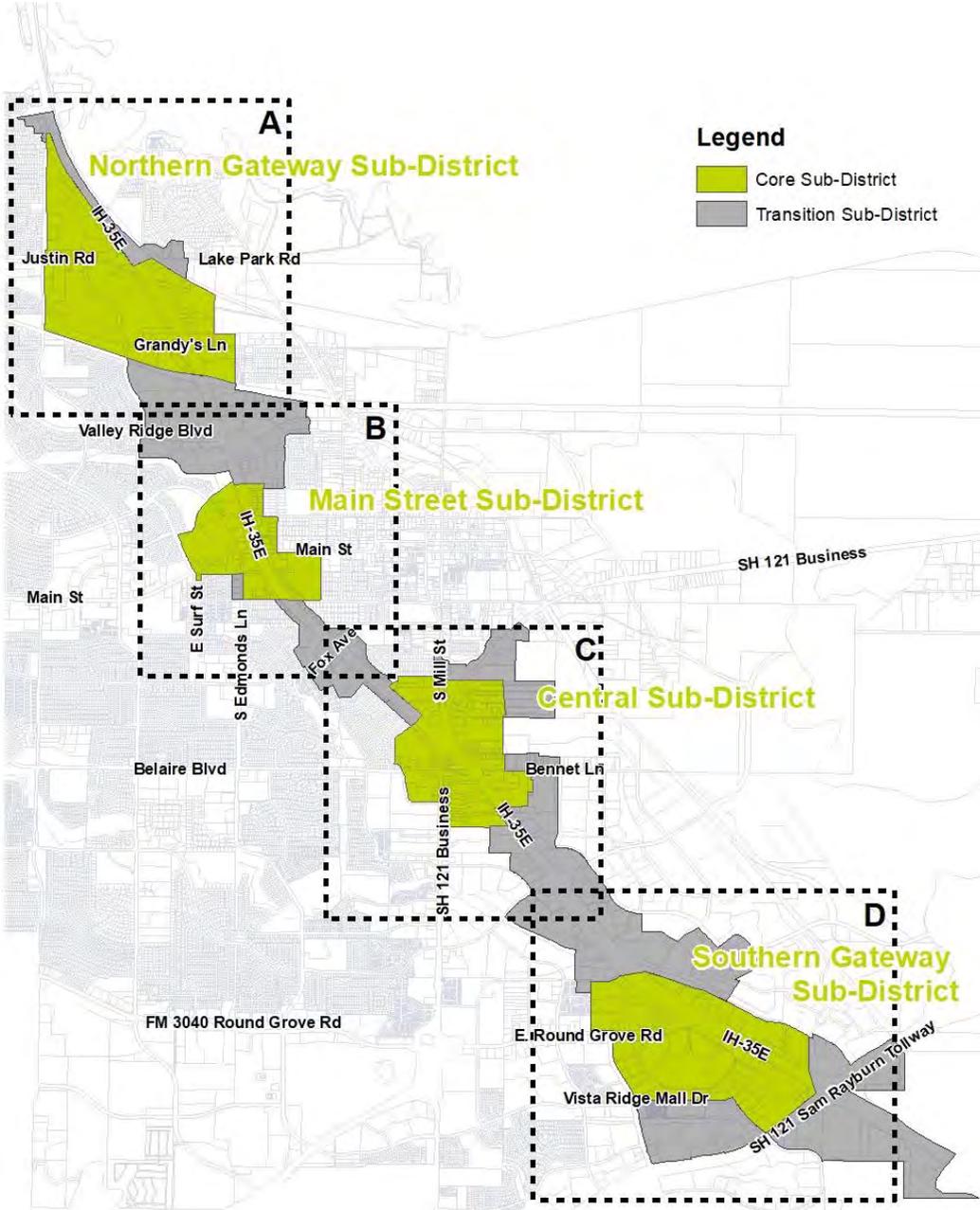


Exhibit 2. Northern Gateway Sub-District Map

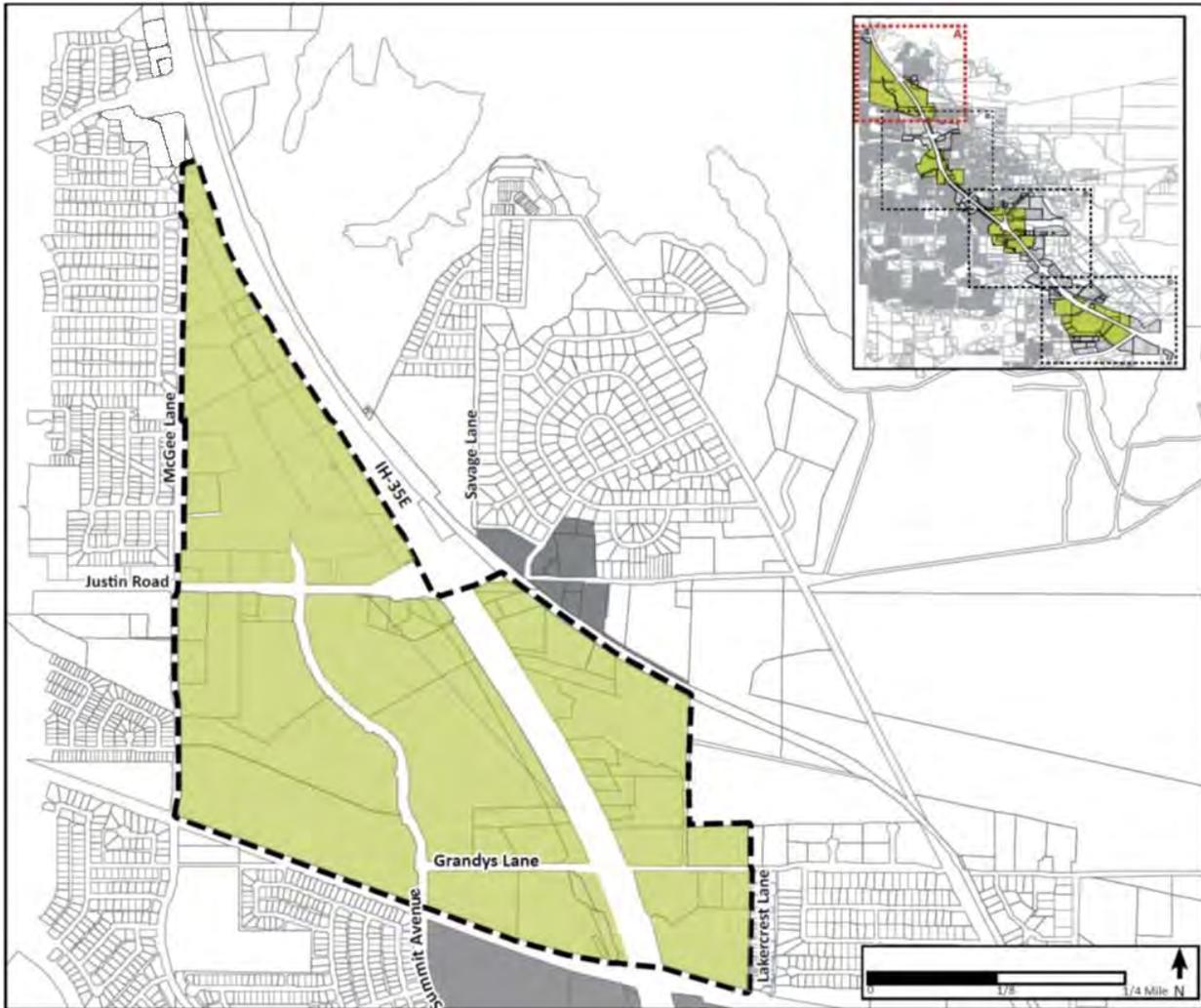


Exhibit 3. Main Street Sub-District Map

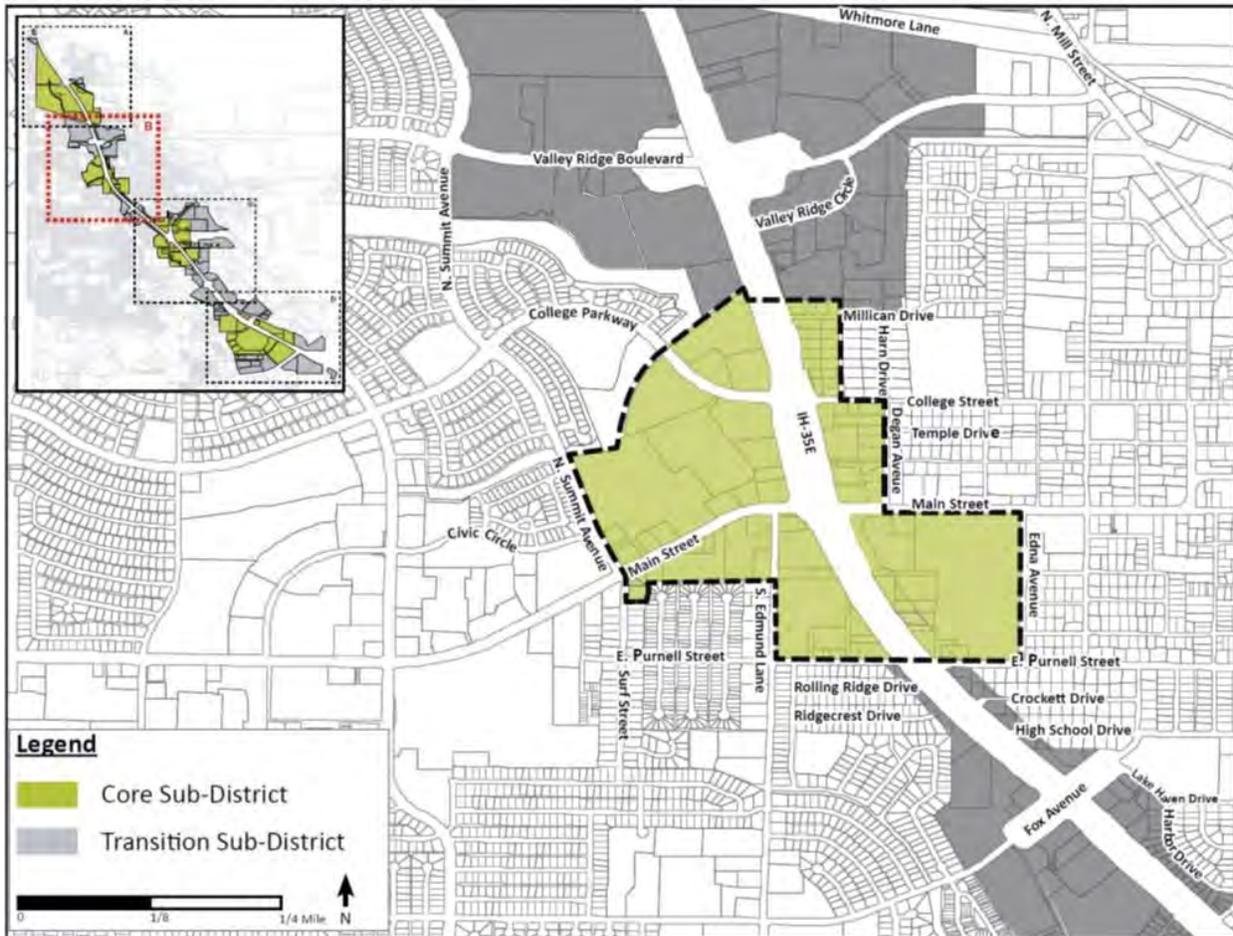


Exhibit 4. Central Sub-District Map

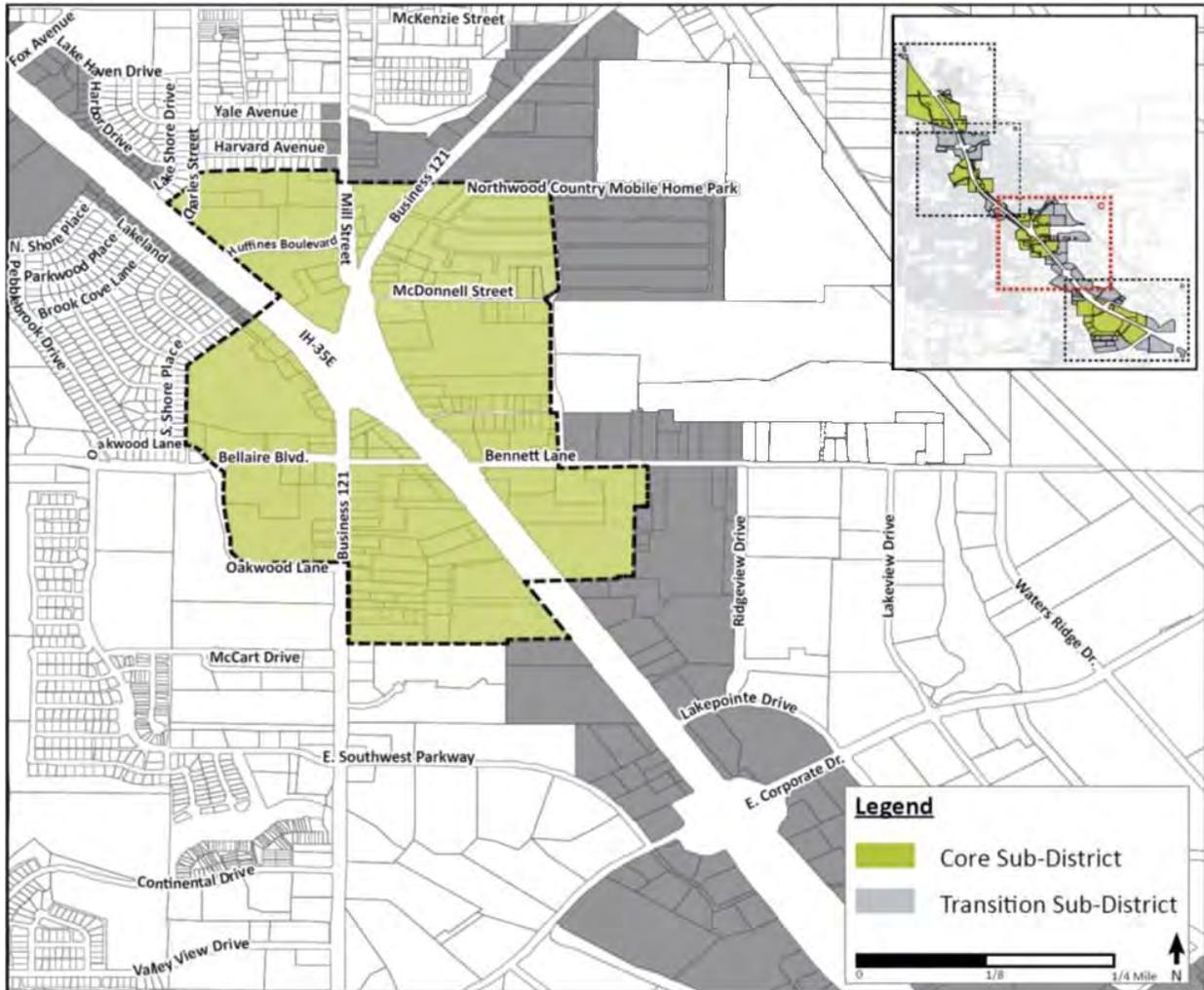


Exhibit 5. Southern Gateway Sub-District Map



17.5-4. Core Sub-District Regulations

(a) Purpose, Intent and Applicability:

1. Purpose and intent: The vision for the core sub-districts is to create a series of vibrant, Mixed-use districts at different strategic locations along the Corridor District by:
 1. Focusing on creating a pedestrian-oriented, more walkable environment along identified Primary Pedestrian Street frontages (as illustrated in the Framework Plans, Appendix D);
 2. Creating memorable destinations that both capitalize on existing strengths while tying nodes of activity together;
 3. Creating regional gateways and be enhanced with a range of uses including living, working, and green spaces; and
 4. Encouraging higher densities with a vibrant mix of uses that leverage expanded transportation options, allow higher land utilization, and provide a higher tax base.
2. Applicability: The regulations in this section, as illustrated in Table 1, apply to any property within the core sub-districts as shown on Exhibits 1-5 in Section 17.5-3.

(b) Building and Envelope Standards:

These Standards establish where the building should be placed on the property with respect to setbacks and build-to lines, the orientation of a building's Facades towards Primary Pedestrian Streets, alignment of new Streets and blocks, height of buildings, Driveways and parking, and pedestrian accommodations on the site.

- (1) Building placement:
 - a. Building fronts and sides shall be placed parallel to adjacent Streets to the extent practical with the highest priority placed on the front façade of the building.
 - b. Build-to Zones and building setbacks shall be measured from the property line and shall be provided in accordance with the requirements in Table 2 of this subsection.
 - c. The building frontage build-out shall be per the standard established in Table 2. The building frontage build-out is the length of the portion of the Principal Building and/or Parking Structure which shall be located within the required Build-to Zone, as a percentage of the total width of the lot line.
 - d. At intersections, buildings shall meet the Build-to Zone requirements in Table 2 for at least 25 feet along both Street frontages.
 - e. Canopies, signs, Awnings, and balconies may encroach over Secondary Walkways or over a Build-To Zone area as long as the vertical clearance is a minimum of nine feet. In no case shall an Awning or Canopy encroach over a Driveway or fire lane.

- f. **Specific Standard for Administrative Modification:** For properties fronting the IH-35E Frontage Road and arterial roadways, an Administrative Modification may be requested to allow an eighty-foot maximum Build-to Zone to allow for a single drive aisle with parking between Street and Principal Building as long as the building placement otherwise meets the standard in subsection (b) above.



Ground floor storefront is built to the property line, defining the Street edge.

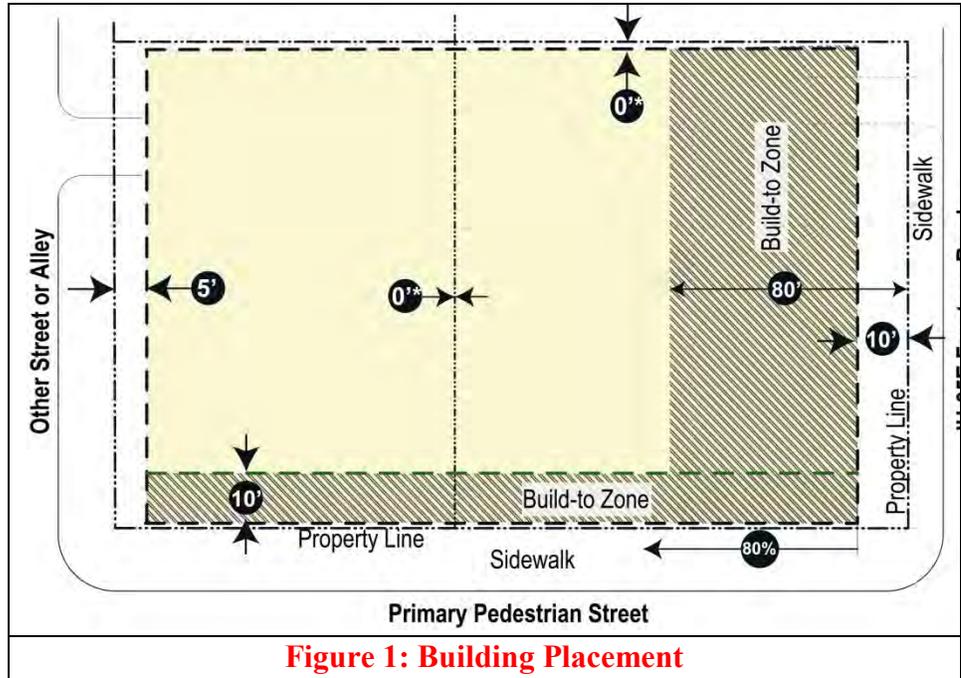


Figure 1: Building Placement

Table 2. Building Placement and Frontage Build-out Standards				
	Build-to Zones		Building Frontage Build-out (min.)	Off-street Parking permitted between building and Street
	Minimum (feet)	Maximum (feet)		
Front (by Street Type)				
Primary Pedestrian Street	0	10	80%	No
IH-35E Frontage Road	10	80*	0%	Yes*
Arterial roadway	10	80*	0%	Yes*
Collector or Local Street (4 or 2 lane)	10	80	None Req'd	Yes
Other or Alley	10	None	None Req'd	Yes
Side (interior)**	0	None		
Rear (non-alley)**	0	None		

*Through Administrative Modification
 ** There shall be no minimum setback unless the building is adjacent to single family residential uses that are outside the Overlay District, in which case the minimum setback shall be 20 feet.
 # If the site only has only one Street frontage (IH-35E Frontage Road or arterial roadway), then the longer side of the building shall be placed parallel to the Street.

(2) Building orientation:

- a. All Primary Entrances to a building shall be oriented towards a Primary Pedestrian Street, parks, Open Space, and other significant spaces, where available. A building may have a secondary entrance from a Parking Lot or other Street.
- b. Where a building is located along a Primary Pedestrian Street, the building shall be oriented towards the Primary Pedestrian Street.
- c. Off-street Parking shall not be located between any building and any Street unless permitted per Table 2 above.



Front Facades of buildings shall be oriented towards a Primary Pedestrian Street, parks, Open Space, and other significant spaces, where available.

(3) Blocks and lots:

- a. All blocks shall provide service and parking access along a public or private alley or service drive.

- b. The maximum Block Perimeter shall be 1,600 feet unless the Engineering Site Plan or Concept Plan follows the Street network as established by the Framework Plans (Appendix D).
 - c. **Specific Standard for Administrative Modification:** An Administrative Modification may be requested to allow for a 20% increase to the maximum Block Perimeter requirement.
 - d. Block faces that are 600 feet in length or greater shall provide pedestrian access through the block at an approximate mid-block distance, in order to allow pedestrians to walk through the blocks to the opposite side without having to walk along the Block Perimeter.
- (4) Building Height:
- a. The minimum Building Height of a building or Parking Structure shall be 20 feet.
 - b. Minimum interior Ground Floor height shall be 12 feet (clear).
- (5) Driveways:
- a. All vehicular entrances shall be located off of a Local Street or an alley in order to minimize pedestrian and vehicular conflicts along Primary Pedestrian Streets. Driveways for service vehicles shall be via alleys or Parking Lots. If a property has no access to a Local Street or an alley, Driveways may be permitted along other Streets with the exception of Primary Pedestrian Streets.
 - b. Driveway access may be permitted along Primary Pedestrian Streets only if the property has no direct or indirect access (via a cross or joint access easement through an adjoining property) to any other Street. Such a Driveway access along a Primary Pedestrian Street shall be a maximum of 24 feet wide with a 20-foot radius and be deemed temporary and shall be closed when alternative direct or indirect access is provided to the property. Cross or joint access easements shall be designated in anticipation of future direct or indirect access.
 - c. For lots fronting the IH-35E Frontage Road and state highways, Driveways shall adhere to the Access Management Policy in the LDR. For all other lots, Driveways shall meet the LDR, except that all Driveways shall be a maximum of 30 feet wide with a 20-foot radius.
 - d. Sharing and consolidation of Driveways is encouraged in order to reduce the number of curb cuts to ensure smoother, more organized traffic movements and less disruption of pedestrian movement.
 - e. Except where otherwise required by the Access Management Policy in the LDR, curb cuts (Driveway openings) shall:
 - 1. Be a minimum of 300 feet apart from any other curb cut or Street intersection; and
 - 2. Not interrupt the paving material of the Sidewalk with another material. Sidewalk paving shall be continuous across the Driveway.

- f. Common/shared access easements shall be required for all Developments; unless grade and topography make such cross access unfeasible.
- g. Driveway entrances into multi-building commercial properties along the IH-35E Frontage Road and all arterial roadways shall be enhanced with the addition of signs, accent paving, special landscaping and/or lighting. Design elements shall not be located within any required visibility easements or clear vision areas.

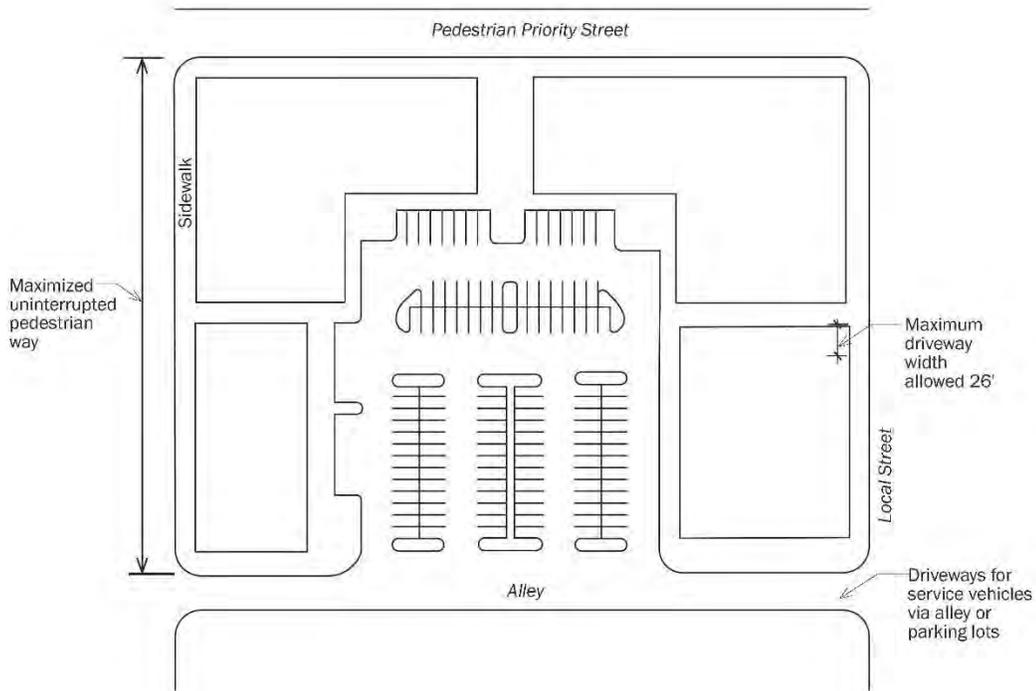


Image showing acceptable Driveway locations

- (6) On-site pedestrian circulation
 - a. Sidewalks for separate and continuous pedestrian circulation shall be provided along all Streets. Walkways shall be provided between any Parking Lots and building entrances, and to adjoining properties or buildings. They shall meet the Standards for Sidewalks, Walkways, and pedestrian amenities in this section. Walkways internal to the site shall be no less than six (6) feet in width. Parking stalls shall not overhang onto any Walkway, Sidewalk or landscape area and shall require wheel stops or an increase in the minimum Walkway, Sidewalk or landscape area of at least be the depth of the overhang.
 - b. Walkway connections shall be required:
 - 1. Between any existing or future Sidewalk, trails, parks or greenways and Primary Entrances of all buildings on the site;
 - 2. From building entrances to all on-site facilities, such as Parking Lots, bicycle facilities, and Open Space; and

3. To connect to any public transit stop that is adjacent to a site.
 - c. Walkways shall be distinguished from any driving surfaces through the use of colored pavements, bollards, grade changes, pavement markings or combination of treatments, especially when Walkways cross or are adjacent to vehicular circulation areas.
 - d. Parking Lots and Parking Structures shall clearly mark Walkways between parked vehicles and Primary Entrances through the use of clearly marked stop signs, wayfinding/directional signage, lighting, and other similar measures.
- (7) Off-street parking
- a. Surface Parking Lots shall be located behind or along the side of buildings. In no case shall parking be permitted within the required Build-to Zone with exception of properties with frontage along IH-35E, as specifically permitted by this section. Surface Parking Lots may be located adjacent to existing single-family residential uses located outside of the Overlay District if they meet the following standards:
 1. Parking is setback a minimum of ten (10) feet from the single-family residential property line, and
 2. A masonry, vegetation or combined screening device that is at least six (6) feet in height shall be located at the property line along the single family residential use.
 - b. On-site Parking shall be provided in accordance with the following parking requirements:
 1. For all non-residential uses: 1 space per 300 square feet of gross floor area.
 2. All residential uses: 1.5 spaces per residential unit.
 3. Mixed uses: use ratios above to calculate spaces based on composition of the uses on the property.
 - c. **Specific Standard for Administrative Modification:** An Administrative Modification may be requested to allow credit for available public parking or shared Off-street Parking on another lot within 1,000 feet of the subject property to apply towards on-site parking requirements.
 - d. Centralized parking locations throughout the core sub-districts that permit people to park at convenient locations with ample parking to access multiple uses are encouraged, but not required.
 - e. Shared Parking Lots shall be connected to businesses with paved and landscaped Walkways per subsection 17.5-4(b)(6), above.
 - f. Shared parking agreements shall be submitted for review with the ESP and recorded with the County.
 - g. On-street Parking is required within the core sub-districts along all Primary Pedestrian Streets, and encouraged, but not required, on collector and Local Streets.

(c) Architectural Standards:

These Standards apply to the exterior architectural treatments within the core sub-districts. External architectural treatments include building Articulations, Facade composition, exterior materials and colors, windows and doors, and Awnings and Canopies. These Standards apply to commercial, Mixed-use, and multi-family buildings in addition to special Standards for Parking Structures. Buildings are the largest impact on the visual appeal of the core sub-districts and have the opportunity to set a high standard for the entire Corridor District.

(1) Building Articulation and Facades:

- a. Building Facades visible from any Street shall demonstrate horizontal Articulation through a Facade Rhythm between twenty and thirty feet. The Facade Rhythm may be expressed by:
 1. a change in a building's horizontal and/or vertical plane,
 2. stepping portions of Facades in and out;
 3. utilizing balconies, columns or pilasters that are distinctively set out from the Facade; or
 4. changing types or colors of materials in combination with other techniques.
- b. Each building Facade visible from any Street or public Open Space shall provide architectural variety and scale through the use of elements including, but not limited to at least three of the following:
 1. expression lines denoting the base, middle, and top of a building;
 2. repetition in patterns of window, door or other openings or architectural elements;
 3. change in color;
 4. change in texture;
 5. change in material module or pattern; or
 6. art or ornament constructed as part of the building.
- c. A minimum of 25% of above-grade residential units adjacent to a Street or public Open Space shall have balconies that extend a minimum of five (5) feet beyond the face of the façade. Balconies may extend over the Sidewalk area provided they maintain a minimum of ten (10) feet of clearance above the Sidewalk and do not substantially interfere with tree growth.
- d. All buildings with more than one Street frontage shall treat all Street fronting Facades with equal design attention.
- e. All building Facades along Primary Pedestrian Streets and Facades immediately adjacent to a Sidewalk at-grade shall have:
 1. A minimum of 40% of the Ground Floor Facade comprised of window or door area, except that buildings with retail or restaurant uses on the Ground floor shall have a minimum of 60% and a maximum of 80% of the Ground Floor Facade comprised of window area; and

2. Entries covered with Awnings, Canopies, or inset behind the front Facade a minimum of six (6) feet. A door shall not be permitted to swing into a public right-of-way or minimum Sidewalk area.
3. Upper floors of all Primary Pedestrian Street facing Facades shall have windows for a minimum of 25 percent and maximum of 60 percent of the upper floor Facade area.

(2) Building entrances:

- a. Primary Entrances for single-tenant building entries shall be emphasized with dramatic architectural elements such as horizontal and vertical Articulations with Canopies, tower elements, recessed entries, pilasters, changes in height or materials, enhanced lighting, etc.
- b. Primary Entrances for multi-tenant buildings shall be emphasized through such design devices as Awnings, differentiation in material and/or color, and/or building signage.
- c. A minimum of one entrance shall be required for every 60 feet of multi-tenant storefront along Primary Pedestrian Streets.
- d. For Mixed-use buildings with residential units, one or more separate building entrances from the Sidewalk shall be used to provide access to the residential units.



Ground floor commercial businesses are differentiated using vertical breaks and changes in building color and materials while maintaining an overall design theme.

(3) Facade materials and colors

- a. Exterior Facade materials: Each exterior wall (except window and door area) of a building or Parking Structure shall comply with the following material requirements:
 1. Eighty percent (80%) or more of each exterior wall shall be comprised of brick or stone. The remainder of each exterior wall may be comprised of either three-step stucco (EIFS shall only be allowed at locations nine (9) feet

above grade), architectural metal, cladding, or panels, or a combination thereof.

2. Accent materials may be comprised of pre-cast stone, metal, or other architectural materials.
- b. Colors: At least two main colors, and no more than three colors, shall be used on each elevation. Eighty percent (80%) of each elevation must utilize natural and/or earth tone colors, and each elevation must have 20% of another type of color. Buildings shall not have colors that are fluorescent or bright (e.g. yellow, green, purple) visible from any public space or Street. This shall include service doors, down spouts, utility boxes, panels and other similar features integral to the Principal Building.



Buildings materials as well as architectural details and finishes convey a sense of permanence. Quality materials shall be used to withstand the test of time regardless of architectural style.

(4) Awnings and Canopies

- a. All non-residential uses adjacent to the Sidewalk at-grade along Primary Pedestrian Streets shall have an Awning or Canopy which extends beyond the face of the building over the adjacent Sidewalk for a minimum of 75% along the building's Sidewalk frontage.
- b. Awnings or Canopies on any building shall be constructed of metal or canvas. Reflective materials for finishes are prohibited.
- c. An Awning or Canopy shall be located as to provide shading for exterior windows and doors and shall cover the entire width of the window opening or group of windows over which it is installed.
- d. Awnings and Canopies may encroach over Sidewalks up to 50% of the width of the Sidewalk or five (5) feet, whichever is greater. They shall maintain a minimum nine-foot vertical clearance as measured between the bottom of the

Awning/Canopy and the finished grade of the Sidewalk. In no case shall an Awning or Canopy encroach over a travel lane.



*Awnings should fit into the storefront's overall architecture and appearance.
Awnings provide protection and cover from bright sunlight and inclement weather.*

(5) Windows

- a. Window framing materials shall consist of anodized aluminum, vinyl, or steel.
- b. For required windows at the Ground Floor along Primary Pedestrian Streets, a minimum 60% visible light transmittance shall be required.
 1. **Specific Standard and Findings for Administrative Modification:** For windows along other Street frontages, a visible light transmittance less than 60% may be allowed with an Administrative Modification if a finding is made by staff that an Administrative Modification is necessary in order for the windows to satisfy building code requirements related to energy efficiency.
- c. Mirrored glass is prohibited.
- d. Reflective Glass is prohibited on Ground Floors along Primary Pedestrian Streets. Excluding Ground Floors along Primary Pedestrian Streets, no more than 50% of any Facade may be Reflective Glass.
- e. Window screens are prohibited on non-residential Ground Floors.
- f. Horizontal groupings of windows are not to exceed five (5) per grouping, where groupings are separated by a mullion, column, or wall section a minimum of seven-inches wide.
- g. Windows shall be a minimum of thirty inches from building corners, unless separated by a corner mullion or column twice the width used in grouping.
- h. For storefronts along Primary Pedestrian Streets, the following are prohibited:
 1. Single pane glass windows;
 2. Black glass, opaque glass, and other 'false window' techniques;
 3. Windows which do not permit unobstructed views into the building; and
 4. Doors with no opacity.



Windows should maximize visibility to the Street on the Ground Floor. Ensure that commercial Ground Floor uses provide clear unobstructed windows, free of reflective coatings.

(6) Parking Structures

- a. Parking Structures shall have a Facade design with the same colors and materials as surrounding buildings along the Street front. Parking Structures shall be located behind buildings to minimize their visibility from adjacent Streets.
- b. Parking Structures shall not be located with Ground Floor frontage along any Primary Pedestrian Street. Where a Parking Structure is located adjacent to any other Street:
 1. Parking Structure Facades shall be designed with both vertical Articulation using changes in planes, columns, pilasters, etc. at least every 40 linear feet, and horizontal Articulation aligning with horizontal elements along the block. The building materials shall be the same materials and color as the building the Parking Structure serves.
 2. The Parking Structure shall be designed and screened in such a way that motor vehicles on all parking levels are hidden from view from all adjacent Streets. Parking Structure ramps shall not be visible from any Street. Ramps shall not be located on the perimeter of the Parking Structure. Architectural Screens shall be used to articulate the Facade, hide parked vehicles, and shield the lighting inside the structure.



Parking Structures should be located behind buildings to minimize their visibility from adjacent Streets.



Parking Structures shall have a Facade design similar to surrounding buildings along the Street front.

(d) Landscape Standards:

These Standards apply to new trees and shrubs, Hardscape and Open Space treatments, screening of service, parking and utilitarian uses, and surface Parking Lot landscaping within the core sub-districts. Landscaping can reduce the urban heat island effect, soften the built environment and contribute to pedestrian comfort in addition to increasing property values and rents.

(1) Trees and plant materials

- a. Plantings shall be balanced symmetrically across Streets or Driveways.
- b. Plant materials shall be selected by the landscape architect or designer designing the landscape plan from the Approved Plant Material List in Appendix G. No artificial trees, shrubs, ground covers, turf, or seasonal colors are permitted.
 1. **Specific Standard for Administrative Modification:** An Administrative Modification may be granted to use other species that are drought tolerant and adaptive.
- c. Irrigation systems shall be provided within the Amenity Zone and shall be installed and maintained by the developer or property owner per current Parks and Recreation Department standards.
- d. Trees shall be selected from the Canopy Tree list in Appendix G. Trees shall be:
 1. Planted within the required Amenity Zone;
 2. Planted along Primary Pedestrian Streets at an average spacing of thirty feet on center, but in no case placed more than forty feet apart, on center;
 3. Planted along all other Streets (excluding alleys) at an average spacing of forty feet on center; and

4. A minimum two and a half ($2\frac{1}{2}$) inch caliper and at least ten (10) feet in height, with a single trunk at planting.
- e. Tree preservation and landscape maintenance shall comply with the provisions in the LDR.
- f. Additional landscaping, where provided, such as shrubbery, ornamental trees and grasses, and groundcover/vines, shall be selected from Appendix G.
- g. Parking Lots with frontage on IH-35E shall provide a minimum ten-foot wide landscape area between the Street ROW and Parking Lot. Trees selected from the Canopy Tree List in Appendix G shall be placed at an approximate spacing of forty feet, but in no case shall trees be placed greater than fifty feet apart. A solid evergreen shrubbery hedge with a minimum 24-inch height at the time of planting, selected from the Shrubby List in Appendix G shall be planted in a manner which will screen the view of parked vehicles from the Street.
 1. **Specific Standard for Administrative Modification:** An Administrative Modification may be requested to allow any of the following (minimum height of 36-inches) as a Parking Lot screen:
 - i. Retaining wall;
 - ii. Berming; or
 - iii. A combination of retaining wall, berming, and/or evergreen screening hedge.
- h. Parking Lots along all other Street frontages (except alleys) shall use one or both of the following screening methods:
 1. A minimum five-foot wide landscape area between the Sidewalk and Parking Lot, with a solid evergreen shrubbery hedge with a minimum height of 24-inches at the time of planting, selected from the Shrubby List in Appendix G, planted within the landscape area in a manner which will screen the view of parked vehicles from the roadway; or
 2. A Masonry (brick or stone) wall a minimum of 36-inches in height installed between the Sidewalk and the Parking Lot, placed such that a minimum two-foot parking space overhang is provided on the Parking Lot side of the wall, and wheel stops are provided for the parking spaces.
- i. All Parking Lots shall include the following landscaping elements:
 1. Each row of parking shall be configured so that there is a minimum ten-foot wide landscape island with a minimum of 50% plant cover every eight (8) parking spaces. A landscape island shall be required on the end of each row of parking.
 2. Each surface Parking Lot shall include trees at a ratio of one (1) tree per eight (8) parking spaces. Trees shall be selected from the Canopy Tree List in Appendix G.

(2) Hardscaping

- a. All hardscaping materials shall be of earth tones or colors found on the Facade of the Primary Building.
- b. Walkway paving shall be comprised of the following materials or a combination thereof:
 1. Concrete or
 2. Pavers or
 3. Stamped concrete or asphalt.

(3) Open Spaces

- a. Open Spaces shall be provided on Developments that incorporate five (5) acres or more.
 1. If the Open Space provided is not publicly accessible, the minimum set aside for Open Space shall be 15% of the Development. The Open Space shall be centrally located and easily accessible to all individuals it is expected to serve.
 2. If the Open Space provided is publicly accessible, the minimum set aside for the Open Space shall be 8% of the Development. The Open Space shall be highly visible from the Public ROW and accessible to the general public
 3. If the proposed Development is impacted by any Open Space as identified in the Framework Plan, then the location of the Open Space shall comply with the Framework Plan.
 4. The Engineering Site Plan or Concept Plan shall demonstrate how the Open Space requirement is being satisfied for an entire Development being considered. For phased Developments, a plan may be approved if at least 50 percent of the required Open Space is constructed within the first phase of the project, with the remaining required Open Space being provided in subsequent phases.
- b. Developments that incorporate less than five (5) acres may, but are not required to, incorporate Open Spaces for the use of employees or the public. Private Open Spaces may be fenced or otherwise controlled for secure access using wrought iron, Masonry, or comparable decorative fencing, or vegetative screening.
- c. Parking, Driveway, or rear setback areas may not be used as publicly accessible Open Space, but such areas may include front and side setback areas provided that they are integrated into the overall design of the project. Publicly accessible Open Space shall have Street frontage for a minimum of 25% of the perimeter of the Open Space.
- d. A combination of landscape and Hardscape materials shall be used in the design of the Open Space. Open Space shall be landscaped with trees, as well as turf, shrubs, or groundcover. All plant materials shall be permanently maintained and irrigated and shall be chosen from Appendix G.

- e. In order to achieve a comfortable human scale within Open Spaces and ensure sunlight and air circulation, the following minimum height to width ratios are required for Open Spaces required by this section:
1. Enclosed Open Space (i.e., Open Space that is enclosed on four sides, such as a courtyard), 2:1 ratio. The required Open Space shall have a width of at least one-half the height of the adjacent building Facade (measured perpendicularly from the Facade). This requirement shall apply to all sides of the required Open Space.
 2. Open space that is open on one or more sides, 3:1 ratio. The required Open Space shall have a width of at least one-third the height of the adjacent building Facade (measured perpendicularly from the Facade). This requirement shall apply to all sides of the required Open Space.



Open Spaces should encourage diverse opportunities for social activities, provide relief and relaxation, expand and reinforce the public realm, and facilitate livability.

(e) Street and Streetscape Standards:

These Standards provide for design of new and improved Streets as well as the treatment of areas between the curb and the private property line and Street medians, if any, including the placement and installation of trees, Sidewalk paving, Street Furnishings, lighting, and other amenities for pedestrians.

- (1) General Street Standards: Streets shall be built or improved in accordance with this section, Appendix F and the construction standards of the city. The city shall have the ultimate approval authority on Streetscaping on Streets and may establish standards by ordinance for different Street types and conditions. Unless otherwise provided herein, all Right-of-Way dedication and construction for Streets (existing and new) shall be in accordance with the LDR.
- (2) Existing Streets: The Framework Plan in Appendix D depicts existing Streets and Primary Pedestrian Streets within the Corridor District. At such time when properties

adjacent to the existing Streets develop, and/or redevelop, the property owner shall, in accordance with the applicable cross section in Appendix F and this chapter and for the length of Street frontage of the property, dedicate to the city sufficient right-of-way (or equivalent) to accommodate the required Street improvements, subject to provisions in the LDR and any other applicable ordinances. In addition, the property owner shall designate Primary Pedestrian Streets per the Framework Plan in Appendix D or a minimum of one block face per existing block of the improved portion of the property as a Primary Pedestrian Street.

- a. **Specific Standard for Administrative Modifications:** The Street Standards and cross sections included in Appendix F may be adjusted through an Administrative Modification if staff finds that such an adjustment is necessary in order to fit existing and future utility locations, existing landscaping and development, or the International Fire Code as adopted by the city.
- b. The area between the curbs that consists of travel lanes, parking lanes (if any), and medians, if any, shall be constructed and maintained by the city.
- c. The applicant shall be responsible for improvements in the remainder of the right-of-way or as per any approved agreement with the city which shall include the following:
 1. Amenity Zone: The Amenity Zone shall have a minimum width of six (6) feet or per the Street Design Standards in Appendix F, whichever is wider.
 2. Sidewalk: The Sidewalk shall be Hardscaped, shall be located adjacent to the Amenity Zone, and shall comply with the requirements for Sidewalks as outlined in this section and Appendix F. Accessibility is required to connect Sidewalk clear zones on adjacent sites.
 3. Fee-In-Lieu Option: An applicant may opt to pay a proportional fee in lieu of the required Streetscape improvements between the curb and the property line if the Development is phased or the Sidewalk improvements need to match the timing of a programmed city capital project affecting that Street frontage. This fee will be calculated based on the linear Street frontage along the subject property. The fee shall be calculated based on construction cost estimates provided to the City for review. Payments shall be made prior to the issuance of any building permit or site permit for the Development.



Illustrations delineating the Streetscape Zone elements

(3) New Streets:

- a. Any new Street shall:
 1. Meet the Block Perimeter maximums established in this section;
 2. Continue any established Street and block pattern on adjoining sites developed or redeveloped under this chapter;
 3. Be designed in accordance with one of the Street Standards provided in Appendix F; and
 4. Designate Primary Pedestrian Streets in compliance with the Framework Plans in Appendix D.
- b. For any new Street, the property owner shall construct the entire Street section including travel lanes, On-street Parking, Amenity Zone including irrigation system, and Sidewalk improvements. Half streets may be provided where necessary to development in conformance with the LDR.

(4) Sidewalks

- a. Primary Pedestrian Streets: The Streetscape Zone along new or existing Primary Pedestrian Streets shall be a minimum of 12 feet in width. Of this Streetscape Zone, a minimum of six (6) feet shall be designated for a clear Sidewalk and six (6) feet for the Amenity Zone.
- b. All other Streets: The Streetscape Zone shall be a minimum of eight (8) feet in width. Of this Streetscape Zone, a minimum of four (4) feet shall be designated for a clear Sidewalk and four (4) feet for the Amenity Zone unless a greater width is specified in the LDR or the Street Standards provided in Appendix F. Awnings, canopies, and other detachable fixtures may extend into the Street or Public

Right-of-Way, but the Sidewalk must be unobstructed by any permanent or nonpermanent element for a minimum height of eight (8) feet. All Sidewalks are to be open to the public.

- c. Enhanced Sidewalks shall be constructed in accordance with the enhanced sidewalks standards in the Lewisville Trails Master Plan.
- d. Sidewalks shall be constructed of concrete or Pavers and may be embellished with earth tones or the same colors and patterns found on the adjacent Facade(s).



Buildings within the Core Sub-district shall be located adjacent to the Sidewalk.

(5) Trails

- a. Trails shall be designed and constructed in accordance with the most recently adopted Lewisville Trails Master Plan.
- b. Any conflicts between the trail requirements and the Sidewalk requirements herein should be resolved with staff prior to submitting an Engineering Site Plan or Concept Plan.

(6) Street and pedestrian lighting

a. General:

1. All types of exterior lighting shall comply with section 9-3 of the city code, as amended.
2. All lighting shall be directed downward.
3. **Specific Standard for Administrative Modification:** Up-lighting of building walls may only be approved with an Administrative Modification.
4. Lighting of signage, parking and Walkways is to be controlled or narrowly focused.
5. Placement and shielding of light sources shall be done to limit visual impact. Full cut-off metal fixtures are required.
6. Distracting, flashing, traveling or animated lighting shall not be permitted with the exception of lights associated with seasonal displays.

b. Street lighting: Pedestrian-scaled Street lighting shall be provided along all Sidewalks and Walkways as follows:

1. Maximum height of the light pole shall be 15 feet.
2. Street lights shall be placed at 40' on center, approximately two (2) feet behind the curb line.
3. The light standard selected shall be used consistently within an approved Concept Plan area.

c. Exterior building lighting:

1. Building lighting shall accentuate important architectural components of the building, such as entries, towers or roof elements, or repetitive columns or bays.
2. Building lighting shall provide indirect or direct lighting for adjoining Sidewalks and Open Spaces.
3. Equipment and lighting fixtures shall be weather resistant.
4. Lighting fixtures shall include directional shields so as to prevent viewing the light source.
5. Building lighting shall be limited to decorative lighting. Standard pack lights may not be attached on buildings except within loading and service areas.
6. LED, halogen, metal halide, incandescent, and compact fluorescent lighting are permitted for exterior lighting.
7. High-intensity discharge (HID) lights are prohibited.

d. **Specific Standard for Administrative Modification:** Neon lighting may be permitted subject to approval of an Administrative Modification.

e. Landscape lighting: Landscape lighting may be used to highlight landscape elements, building entries and other important architectural features and accent elements such as fountains and sculptures.

(7) Pedestrian amenities

- a. Street Furnishings shall be located within the Amenity Zone and not hinder any clear Sidewalk area. In addition to trees and lighting, an applicant shall provide all of the required Street furnishing elements and at least two of the optional Street Furnishing elements. Street Furnishings shall be required within the Amenity Zone along each block face of a Primary Pedestrian Street. Street Furnishings shall be optional along all other Streets. Street Furnishings within any public right-of-way shall be maintained by the adjacent property owner.
- b. Required Street Furnishings:
 1. Trash receptacles: shall be constructed of metal (steel or aluminum) with a black polyester powder coat finish and a side opening. Trash receptacles shall be approximately 25 inches in diameter and 34 inches high, with an approximately 28 gallon capacity. They shall be placed at a frequency of two (2) per every 500 linear feet of block frontage.
 2. Bike racks: shall provide at least one (1) bike rack accommodating a minimum of six (6) bicycles per 400 linear feet of block face. An area of two (2) feet by six (6) feet must be provided for each bicycle parking space in order that a bicycle six (6) feet long can be securely held in place with its frame supported by the rack. A bicycle must be able to be placed in the rack in an upright manner that will not damage its wheels or components. The individual floor-mounted “inverted-U” style or “staple” style rack is recommended, but not required.
- c. Optional Street Furnishings:
 1. Planters: If provided, planters shall be constructed of natural grey concrete/sandstone or beige/light tan precast concrete/cast stone, with a drainage hole for irrigation, and shall be of a round tapered shape. Planters may be circular (24” – 42” in diameter) or square/rectangular (24” - 48” wide) with a height between 24 and 36 inches. A minimum of two (2) planters shall be placed for every 200 linear feet of block frontage.
 2. Benches: If provided, benches shall be constructed of metal (steel or aluminum) with a black polyester powder coat finish. Bench seats shall have two-seat configurations, with no more than three (3) sets of seats. Seating surfaces shall be 16 to 18 inches high with a minimum depth of 16 inches for seats without backs and 14 inches for seats with backs. They shall be placed at a frequency of one (1) per every 40 linear feet of block frontage.
 3. Bollards: If used, bollards shall be constructed of metal (steel or aluminum) with a black polyester powder coat. Bollards may have a maximum height of 36 inches and a maximum diameter of nine (9) inches. Bollards shall be placed at a regular spacing of four (4) to six (6) feet on center.

4. Tree Grates: If used, they shall be placed around the trees and be manufactured of cast iron with a baked oil finish, and shall be six (6) feet by six (6) feet square, with maximum ½ inch square openings.
5. **Specific Standard for Administrative Modification:** Other optional Street Furnishing elements such as Public Art, water features, water fountains, newspaper racks, etc., may be proposed and approved through Administrative Modifications.

(f) Screening of Service Areas and Utilities:

These Standards provide for the screening of service and loading areas, roof or ground mounted utility equipment and similar uses on the site.

- (1) General provisions: Loading and outdoor storage areas, mechanical and rooftop equipment, outdoor receptacles and utility accessories shall be screened to reduce the visual impact of these elements on adjoining properties and Public Rights-of-Way. All screening walls shall be measured at the highest finished grade and designed by a professional civil engineer registered in the state. Construction and location details of the required screening devices shall be shown as part of the Engineering Site Plan. In areas where non-single-family Development is proposed adjacent to established single-family residential dwellings and a screening wall is required, the screening wall shall be constructed prior to issuance of a building permit. The screening wall portion of the project costs may not be escrowed under the performance escrow policy as established in the LDR.
- (2) Loading areas: Where off-street loading areas for non-residential and Mixed-uses are required by the LDR, such areas shall be screened with one or a combination of the following:
 - a. A minimum eight-foot-tall solid brick, stone, or decorative block Masonry wall, of the same color as the Principal Building on the site;
 - b. Solid metal gates; or
 - c. Overhead doors.
- (3) Outdoor receptacles, as defined by city code, shall be enclosed on three sides by solid brick, stone, or decorative block Masonry wall, of earth tones or the same color(s) as the Principal Building on the site. The wall shall be a minimum six-foot in height or equal to the height of the equipment to be screened, whichever is greater. All other outdoor receptacle requirements in the city code apply.
- (4) Outdoor storage areas as an accessory use under the Zoning Ordinances shall be located behind a Principal Building and shall be screened from view of Streets (excluding alleys) and adjacent properties. Screening walls for outdoor storage shall be either of the following:

- a. Masonry walls (minimum six (6) feet tall, maximum eight (8) feet tall) of a natural color or the same color(s) as the Principal Building on the site; or
 - b. Tubular steel fence (minimum six (6) feet tall, maximum eight (8) feet tall) with an irrigated, solid landscape screen consisting of evergreen variety trees and/or shrubs maintained at the same height as the steel fence.
 - c. Materials, equipment or commodities shall be stacked no higher than the height of the screen mechanism.
- (5) Roof-mounted equipment: All roof-mounted equipment, including fans, vents, and air conditioning units and cooling towers, shall be screened to eliminate the view of the equipment from any adjoining Streets (excluding alleys).
- a. The height of the screening mechanism shall be the height of the tallest element of the roof-mounted equipment. A Parapet or architectural design element on a building may screen Mechanical Equipment; however, the Parapet or architectural design element shall be limited to maximum six (6) feet in height. Mechanical Equipment taller than six (6) feet shall be screened separately by a solid wall or metal panel/louver system.
 - b. The outside of the screening mechanism shall be painted or finished in a similar color to the building Facade, trim or roof surface and be architecturally integrated with the design of the building elevation.
 - c. The roof-mounted equipment and the inside of the screening device shall be painted similar to the color of the roof surface in order to minimize visibility of the Mechanical Equipment and screening mechanism from overhead views from the adjacent properties.
- (6) Ground-mounted equipment: All ground-mounted mechanical, electrical or other utility equipment shall be located behind the rear line of the building or along alleys without frontage along any Streets. If an Alternative Standard is approved allowing placement along a Street frontage, the screening shall be as tall as the equipment being screened and shall eliminate the view of the equipment from an adjoining Streets (excluding alleys). The screening may be evergreen shrubbery or Masonry walls matching the Primary Building material and color(s) of the site. All screening shall be architecturally integrated into the building elevation and Facade along that Street.

17.5-5. Transition Sub-District Regulations

(a) Purpose, Intent and Applicability:

- (1) Purpose and intent: The vision for the transition sub-district is to create an appropriate transition of the development context from the core sub-districts to existing neighborhoods along either side of the Corridor District by:
 - a. Maintaining auto-oriented uses while softening their frontages along major roadways with landscaping and Facade improvements;
 - b. Focusing on creating a more attractive frontage along the IH-35E highway corridor;
 - c. Minimizing visual clutter with respect to Driveways, signage, lack of landscaping, and older declining building Facades; and
 - d. Establishing a long-term Redevelopment strategy to elevate property values and development context.
- (2) Applicability. The regulations in this section, as illustrated in Table 1, apply to any property within the transition sub-district as shown on Exhibits 1 through 5 in section 17.5-3.

(b) Building and Envelope Standards:

These Standards establish where the building should be placed on the property with respect to setbacks and build-to lines, the orientation of a building's Facades towards Streets, alignment of new Streets and blocks, height of buildings, Driveways and parking, and pedestrian accommodations on the site.

- (1) Building placement:
Building setbacks shall be measured from the property line and shall be provided in accordance with the requirements in Table 3.

Table 3. Building Placement Standards		
Street Frontage	Building Setbacks	
	Minimum (feet)	Maximum (feet)
Front (by Street Type)		
IH-35E Frontage Road	20	None
Arterial roadway	20	None
Collector or Local Street (4 or 2 lane)	10	None
Other or Alley	5	None
Side (interior)	0 *	None
Rear (non-alley)	0 *	None
* Except that any setbacks adjacent to single family residential uses located outside the Overlay District shall be a minimum of 20 feet.		

- (2) Building orientation: All front Facades of buildings shall be oriented towards the IH-35E Frontage Road or an arterial roadway, whichever is the higher category roadway. If the building only has one Street frontage (IH-35E Frontage Road or arterial roadway), then the longer side of the building shall be placed parallel to the Street to the extent that it is feasible.

- (3) Blocks and lots:
 - a. Maximum Block Perimeter shall be 2,400 feet.
 - b. **Specific Standard for Administrative Modification:** An Administrative Modification may be requested to allow for a 20% increase to the maximum Block Perimeter requirement.

- (4) Building Height:
 - a. The minimum Building Height of a building or Parking Structure shall be 20 feet.
 - b. Minimum interior Ground Floor height shall be 12 feet (clear).

- (5) Driveways:
 - a. Driveways shall comply with the LDR, except as required below.
 - b. Sharing and consolidation of Driveways is encouraged in order to reduce the number of curb cuts to ensure smoother, more organized traffic movements and less disruption of pedestrian movement.
 - c. Except where otherwise required by TxDOT standards, curb cuts (Driveway openings) shall:
 - 1. Be a minimum of 300 feet apart from any other curb cut or Street intersection; and

2. Not interrupt the paving material of the Sidewalk with another material. Sidewalk paving shall be continuous across the Driveway.
 - d. Common/shared access easements shall be required for all Development, unless grade and topography make such cross access unfeasible.
 - e. Driveway entrances into multi-building commercial properties along the IH-35E Frontage Road and all arterial roadways shall be enhanced with the addition of signs, accent paving, special landscaping and/or lighting. Design elements shall not be located within any required visibility easements or clear vision triangles.
- (6) On-Site pedestrian circulation
- a. Sidewalks for separate and continuous pedestrian circulation shall be provided along all Streets. Walkways shall be provided between any Parking Lots and building entrances, and to adjoining properties or buildings. Such Sidewalks and Walkways shall meet the Standards for pedestrian amenities in this section. Walkways shall be no less than four (4) feet in width. Parking stalls shall not overhang onto any Walkway, Sidewalk or landscape area and shall require wheel stops or an increase in the minimum Walkway, Sidewalk or landscape area of at least be the depth of the overhang.
 - b. Walkway connections shall be required:
 1. Between any existing or future Sidewalk, trails, parks or greenways and Primary Entrances of all buildings on the site;
 2. From building entrances to all on-site facilities, such as Parking Lots, bicycle facilities, and Open Space; and
 3. To connect to any public transit stop that is adjacent to a site;
 - c. Walkways shall be distinguished from any driving surfaces through the use of colored pavements, bollards, grade changes, pavement markings or combination of treatments, especially when Walkways cross or are adjacent to vehicular circulation areas.
 - d. Parking Lots and Parking Structures shall clearly mark Walkways between parked vehicles and Primary Entrances through the use of clearly marked stop signs, wayfinding/directional signage, lighting, and other similar measures.
- (7) Off-street Parking
- a. On-site parking shall be provided in accordance with the following parking requirements:
 1. For all non-residential uses: one (1) space per 250 square feet of gross floor area.
 2. For all residential uses: two (2) spaces per residential unit.
 3. For Mixed-uses: use ratios above to calculate spaces required based on composition of development.

- b. **Specific Standard for Administrative Modification:** An Administrative Modification may be requested to allow credit for available public parking or shared Off-street Parking on another lot within 1,000 feet of the subject property to apply towards On-site Parking requirements.
- c. Shared Parking Lots shall be connected to businesses with paved and landscaped Walkways per subsection 17.5-5(b)(6), above.
- d. On-street Parking is encouraged, but not required, along all collector and Local Streets (except in locations designated for loading, services, or pedestrian crossings).

(c) Architectural Standards:

These Standards apply to the exterior architectural treatments within the transition sub-district. External architectural treatments include building Articulations, Facade composition, exterior materials and colors, windows and doors, and Awnings and Canopies. These Standards are intended to elevate the visual appeal of the Corridor District through a common set of minimum building design Standards.

(1) Building Articulation and Facades

- a. **Building Facades:** When visible from any Street (except alleys) or Open Space, Facades shall demonstrate horizontal and vertical Articulation through a Facade Rhythm between twenty to forty feet. This rhythm may be expressed by any of the following:
 - 1. a change in a building horizontal or vertical plane;
 - 2. stepping portions of Facades in and out;
 - 3. utilizing balconies;
 - 4. columns or pilasters that are distinctively set out from the Facade; or
 - 5. changing types or colors of materials in combination with other techniques.



Examples of attractive exterior architectural treatment

- b. All building Facades along IH-35E Frontage Road or an arterial roadway shall have a minimum of 40% the Ground Floor Facade comprised of windows and doors.
- c. Primary Entrances shall be emphasized architecturally with Awnings, recessed entries, pilasters, etc.
- d. A minimum twelve foot wide Secondary Walkway shall be required along each building's front Facade that is comprised of the Primary Entrances into businesses and/or tenant spaces, if such a Facade faces a surface Parking Lot on the property. This Secondary Walkway shall comply with all requirements for Sidewalks in this section, unless otherwise specified and shall incorporate shading elements along its entire front Facade in the form of Canopies, trees, or a combination of the two.
 1. Canopies may be used for no more than 50% of the Facade length and shall extend at least two (2) feet from the Facade.
 2. Trees shall be planted at an average spacing of 40 feet. Trees shall be selected from the Canopy Tree List in Appendix G and shall be a minimum of two and a half (2¹/₂) inch caliper when planted.



Illustration depicting the Secondary Walkway requirement along the interior storefront

- (2) Facade materials and colors
 - a. Facade materials: Each exterior wall (except window and door area) of a building or Parking Structure shall comply with the following material requirements:
 1. Eighty percent (80%) or more of each exterior wall shall be comprised of brick or stone. The remainder of each exterior wall may be comprised of either three-step stucco (EIFS shall only be allowed at locations nine (9) feet

above grade), architectural metal, cladding, or panels, or a combination thereof.

2. Accent materials may be comprised of pre-cast stone, metal, or other architectural materials.
- b. Colors: At least two (2) main colors, and no more than three (3) colors, shall be used on each elevation. Eighty percent (80%) of each elevation must utilize natural and/or earth tone colors, and each elevation must have 20% of another type of color. Buildings shall not have colors that are fluorescent or bright (e.g. yellow, green, purple) visible from any public place or Street. This shall include service doors, down spouts, utility boxes, panels and other similar features integral to the Principal Building.



Building Facade with no more than two colors with 80 percent natural/earth tone colors.

(3) Awnings and Canopies

- a. All building fronts with business/tenant space entrances shall have an Awning or Canopy which extends beyond the face of the building over an adjacent Walkway or Sidewalk for a minimum of 50% of the building's front Facade width.
- b. Materials allowed shall consist of metal or canvas. Reflective materials for finishes are prohibited.
- c. When used, Awnings or Canopies shall be located as to provide shading for exterior windows and doors and shall cover the entire width of the window opening or groups of windows over which it is installed.
- d. Awnings and Canopies may encroach over Walkways up to 50% of the width of the Walkway or five (5) feet, whichever is greater. They shall maintain a minimum nine-foot (9') vertical clearance as measured between the bottom of the Awning/Canopy and the finished grade of the Walkway. In no case shall an Awning or Canopy encroach over a Driveway or fire lane.



Awnings should fit into the storefront's overall architecture and appearance. Awnings provide protection and cover from bright sunlight and inclement weather.

(4) Windows

- a. Window framing materials shall consist of anodized aluminum, vinyl, or steel.
- b. For required windows at the Ground Floor, a minimum 60% visible light transmittance shall be required.
 1. **Specific Standard and Findings for Administrative Modifications:**
Windows having a visible light transmittance less than 60% may be allowed with an Administrative Modification if a finding is made by staff that an Administrative Modification is necessary to satisfy building code requirements related to energy efficiency.
- c. Mirrored glass is prohibited.
- d. No more than 50% of the windows on any Facade may be Reflective Glass.
- e. Window screens are prohibited on non-residential Ground Floors.
- f. Horizontal groupings of windows shall not exceed five (5) per group, where separated by a mullion, column, or wall section a minimum of seven-inches (7") wide.
- g. Windows shall be a minimum of thirty inches from building corners, unless separated by a corner mullion or column twice the width used in grouping.
- h. The following are prohibited for use in storefronts:
 1. Single pane glass windows;
 2. Black glass, opaque glass, and other 'false window' techniques;
 3. Doors with no opacity; and
 4. Windows which do not permit unobstructed views into the building.



Windows should maximize visibility to the Street on the Ground Floor. Ensure that commercial Ground Floor uses provide clear unobstructed windows, free of reflective coatings.

(5) Parking Structures

- a. Parking Structures shall have a Facade design with the same color(s) and materials as surrounding buildings along the Street front. Parking Structures shall be located behind buildings to minimize their visibility from adjacent Streets.
- b. Where a Parking Structure is located adjacent to any Street:
 1. Parking Structure Facades shall be designed with both vertical Articulation using changes in planes, columns, pilasters, etc. at least every 40 linear feet and horizontal Articulation aligning with horizontal elements along the block. The building materials shall be the same materials and color(s) as the building the Parking Structure serves.
 2. The Parking Structure shall be designed and screened in such a way that motor vehicles on all parking levels are hidden from view from all adjacent Streets. Parking Structure ramps shall not be visible from any Street. Ramps shall not be located on the perimeter of the parking. Architectural Screens shall be used to articulate the Facade, hide parked vehicles, and shield the lighting inside the structure.



Parking Structures shall be located behind buildings to minimize their visibility from adjacent Streets.

Parking Structures shall have a Facade design similar to surrounding buildings along the Street front.

(d) Landscape Standards:

These Standards apply to new trees and shrubs, Hardscape and Open Space treatments, screening of service, parking and utilitarian uses, and surface Parking Lot landscaping. Landscaping can reduce the urban heat island effect, soften the built environment and contribute to pedestrian comfort in addition to increasing property values and rents.

(1) Trees and plant materials

- a. Plantings may be placed in natural groupings along roadway frontages.
- b. Plant materials shall be selected by the landscape architect or designer designing the landscape plan to achieve the character of the transition sub-district from the Approved Plant Material List provided in Appendix G. No artificial trees, shrubs, ground covers, turf, or seasonal colors are permitted.
 1. **Specific Standard for Administrative Modification:** An Administrative Modification may be granted to use other species that are drought tolerant and adaptive.
- c. Irrigation systems provided within all landscaped areas including the Secondary Walkway area and shall be installed and maintained by the developer or property owner per current Parks and Recreation Department standards.
- d. Trees shall be selected from the Canopy Tree List in Appendix G. Trees shall be:
 1. Planted within the Sidewalk and/or Secondary Walkway frontages;
 2. Planted at an average spacing of forty feet on center along all Street frontages; and
 3. A minimum three (3) inch caliper and at least ten (10) feet in height with a single trunk at planting.
- e. Tree preservation and landscape maintenance standards shall comply with the provisions contained in the LDR.

- f. Additional landscaping such as shrubbery, ornamental trees and grasses, and groundcover/vines, shall be selected from Appendix G.
- g. Parking Lots with frontage on IH-35E shall provide a minimum twenty foot wide landscape area between the Public ROW and Parking Lot. Trees selected from the Canopy Tree List in Appendix G shall be placed at an average spacing of forty feet. Additionally, a solid evergreen shrubbery hedge shall be provided with a minimum 24-inch height at the time of planting, selected from the Shrubby List in Appendix G, shall be planted in a manner which will screen the view of parked vehicles from the roadway.
 - 1. **Specific Standard for Administrative Modification:** An Administrative Modification may be requested to allow any of the following (minimum height of 36-inches) as a Parking Lot screen:
 - i. Retaining wall;
 - ii. Berming; or
 - iii. A combination of retaining wall, berming, and/or evergreen screening hedge.
- h. Parking Lots adjacent along all other Street frontages (except alleys) shall use one or both of the following screening methods:
 - 1. A minimum five-foot (5') wide landscape area between the Sidewalk and Parking Lot, with a solid evergreen shrubbery hedge with a minimum 24-inch in height at the time of planting, selected from the Shrubby List in Appendix G, planted within the landscape area in a manner which will screen the view of parked vehicles from the roadway; or
 - 2. A Masonry (brick or stone) wall a minimum of 36-inches in height installed between the Sidewalk and the Parking Lot, placed such that a minimum two-foot (2') parking space overhang is provided on the Parking Lot side of the wall, and wheel stops are provided for the parking spaces.
- i. All interior surface Parking Lots shall include the following landscaping elements:
 - 1. Expanses of surface parking in excess of 120 parking spaces shall be organized into blocks of parking with no more than 120 spaces in each block. Each block of parking shall be separated from other parking blocks by a minimum of one (1) ten-foot (10') landscape island with plant cover and trees as required below, as well as Walkways of at least four (4) feet in width leading to the front Facade of the building. Interior Driveways between the parking blocks shall be provided.
 - 2. Landscape islands shall be a minimum of ten (10) feet in width with a minimum of 50% plant cover. A landscape island shall be required on the end of each row of parking in addition to between each parking block.

3. Each surface Parking Lot shall include trees at a ratio of one (1) tree per eight (8) parking spaces. Trees shall be selected from the Canopy tree list in Appendix G.

(2) Hardscaping

- a. All hardscaping materials shall be of earth tones or a color found on the Primary Building.
- b. Walkway paving shall be comprised of the following materials or a combination thereof:
 1. Concrete;
 2. Pavers; or
 3. Stamped concrete or asphalt.

(3) Open Spaces

- a. Open Space shall be provided on Developments that incorporate five (5) acres or more.
 1. The minimum set aside for Open Space shall be 5% of the Development.
 2. If the Open Space is designed for public use, it shall be highly visible from the Public ROW and accessible to the general public. If the Open Space is designed solely for private use, it shall be centrally located and easily accessible to all individuals it is expected to serve.
- b. Developments that incorporate less than five (5) acres may incorporate courtyards, plazas and/or other types of Open Spaces for the use of employees or the public. Private spaces may be fenced or otherwise controlled for secure access using wrought iron, Masonry, or comparable decorative fencing, or vegetative screening.
- c. Parking, Driveway, or rear setback areas may not be used as publicly accessible Open Space, but such areas may include front and side setback areas provided that they are integrated into the overall design of the project. Publicly accessible Open Space shall have public or private street frontage for a minimum of 25% of the perimeter of the Open Space. Retention and detention areas that are incorporated into the overall site design with appropriate amenities may be credited towards 50% of the Open Space requirement.
- d. A combination of landscape and Hardscape materials shall be used in the design of Open Space. Open space shall be landscaped with trees, as well as turf, shrubs, or groundcover. All plant materials shall be permanently maintained and irrigated.



Open Spaces should encourage diverse opportunities for social activities, provide relief and relaxation, expand and reinforce the public realm, and facilitate livability.

(e) Street and Streetscape Standards:

These Standards provide for design of new and improved Streets as well as the treatment of areas between the curb and the private property line and Street medians, if any, including the placement or installation of trees, Sidewalk paving, Street Furnishings, lighting, and other amenities for pedestrians.

- (1) **General Street Standards:** Streets shall be built or improved in accordance to this section, the Standards in Appendix F, and the construction standards of the city. The city shall have the ultimate approval authority on Streetscaping on Streets and may establish standards by ordinance for different Street types and conditions.
- (2) **Existing Streets:** At such time when properties adjacent to the existing Streets develop, and/or redevelop, the property owner shall, in accordance with the applicable cross section in Appendix F and this section and for the length of Street frontage of the property, dedicate to the city sufficient right-of-way (or equivalent) to accommodate the required Street improvements, subject to provisions in the LDR and any other applicable city ordinances.
 - a. **Specific Finding for Administrative Directive:** The Street Standards and cross sections in Appendix F may be adjusted through an Administrative Modification if staff finds that such an adjustment is necessary in order to fit existing and future utility locations, existing landscaping and development, or the International Fire Code as adopted by the city.
 - b. The area between the curbs that consists of travel lanes, parking lanes (if any), and medians, if any, shall be constructed and maintained by the city.
- (3) **New Streets:**
 - a. Any new Street shall:
 1. Meet the Block Perimeter maximums established in this section;

2. Continue any established Street and block pattern on adjoining sites developed or redeveloped under this chapter; and
 3. Be designed in accordance with the Street Standards in Appendix F.
 - b. For any new Street, the property owner/developer shall construct the entire Street section including travel lanes, On-street Parking, Secondary Walkway including irrigation system, and any other Sidewalk improvements; and
 - c. Unless otherwise provided in this chapter, all Right-of-Way dedication and construction for Streets (existing and new) shall be in accordance with the LDR.
- (4) Sidewalks
 - a. Sidewalks along all new or existing Streets (except alleys) including the IH-35E Frontage Road shall be five (5) feet unless a greater width is specified in Appendix F. Awnings, Canopies, and other detachable fixtures may not extend into the Street or travel lane. All Sidewalks are to be open to the public.
 1. Enhanced Sidewalks shall be constructed in accordance to the enhanced sidewalks standards in the Lewisville Trails Master Plan.
 2. Sidewalks shall be constructed of concrete or Pavers, and may be embellished with the same colors and patterns found on the adjacent Facade(s).
- (5) Trails
 - a. Trails shall be designed and constructed in accordance with the most recently adopted Lewisville Trails Master Plan.
 - b. Any conflicts between the trail requirements and the Sidewalk requirements herein should be resolved with staff prior to submitting any Engineering Site Plan or Concept Plan.
- (6) Street and pedestrian lighting
 - a. General:
 1. All types of exterior lighting shall comply with section 9-3 of the city code, as amended.
 2. All lighting shall be directed downward.
 - i. **Specific Standard for Administrative Modification:** Up-lighting of building walls may be approved with an Administrative Modification.
 3. Lighting of signage, parking, Sidewalks and Walkways is to be controlled or narrowly focused.
 4. Placement and shielding of light sources shall be done to limit visual impact. Full cut-off metal fixtures are required.
 5. Distracting, flashing, traveling, or animated lighting shall not be permitted with the exception of lights associated with seasonal displays.
 - b. Street Lighting: Pedestrian-scaled street lighting shall be provided along all Secondary Walkway frontages, Walkways, and along any public Sidewalk per the following Standards:

1. Maximum height of the light pole shall be 15 feet.
 2. Street lights shall be placed at 40' on center, approximately two (2) feet behind the curb line.
 3. The light standard selected shall be compatible with the design of the Street Furnishings and buildings or per city standards.
- c. Exterior building lighting:
1. Building lighting shall accentuate important architectural components of the building, such as entries, towers or roof elements, or repetitive columns or bays.
 2. Building lighting shall provide indirect or direct lighting for adjoining Sidewalks and Open Spaces.
 3. Equipment and lighting fixtures shall be weather resistant.
 4. Lighting fixtures shall include directional shields so as to prevent viewing the light source.
 5. Building lighting shall be limited to decorative lighting. Standard pack lights may not be attached on buildings except within loading and service areas.
 6. LED, halogen, metal halide, incandescent, and compact fluorescent lighting are permitted for exterior lighting. High-intensity discharge (HID) lights are prohibited.
 7. **Specific Standard for Administrative Modification:** Neon lighting may be permitted subject to approval of an Administrative Modification.
- d. Primary Entrance lighting: Primary Entrances shall be externally lit so as to promote a more secure environment at the door, emphasize the primary point of entry into the building, and provide sufficient lighting for efficient access into the building. Standard security lighting, including but not limited to wall-packs, shall only be allowed in service and loading areas.
- e. Landscape lighting: Landscape lighting may be used to highlight landscape elements, building entries and other important architectural features and accent elements such as fountains and sculptures.
- (7) Pedestrian amenities
- a. General:
1. Street Furnishings may be located within the Secondary Walkway areas as designated in this section so long as a clear area of at least four (4) feet is designated. A minimum of two (2) of the Street Furnishings List in subsection b below shall be provided within the Secondary Walkway area. The Street Furnishings shall be shown on an approved Engineering Site Plan and landscape plan prior to installation.
 2. Street Furnishings and any adjacent area required for the functional use of the Street Furnishings shall not be within the clear Sidewalk area required by this section.

3. All Street Furnishings shall be affixed to the ground so as to prevent removal or tipping.
- b. Street Furnishings List:
1. Trash receptacles: shall be constructed of metal (steel or aluminum) with a black polyester powder coat finish and a side opening. Trash receptacles shall be approximately 25 inches in diameter and 34 inches high, with an approximately 28 gallon capacity. They shall be placed at a frequency of two (2) per every 500 linear feet of block frontage.
 2. Bike racks: shall provide at least one bike rack accommodating a minimum of six (6) bicycles per 400 linear feet of block face. An area of two (2) feet by six (6) feet must be provided for each bicycle parking space in order that a bicycle six (6) feet long can be securely held in place with its frame supported by the rack. A bicycle must be able to be placed in the rack in an upright manner that will not damage its wheels or components. The individual floor-mounted “inverted-U” style or “staple” style rack is recommended, but not required.
 3. Planters: shall be constructed of natural grey concrete/sandstone or beige/light tan precast concrete/cast stone, with a drainage hole for irrigation, and shall be of a round tapered shape. Planters may be circular (24” – 42” in diameter) or square/rectangular (24” - 48” wide) with a height between 24 and 36 inches. A minimum of two (2) planters shall be placed for every 200 linear feet of block frontage.
 4. Benches: shall be constructed of metal (steel or aluminum) with a black polyester powder coat finish. Bench seats shall have two-seat configurations, with no more than three (3) sets of seats. Seating surfaces shall be 16 to 18 inches high with a minimum depth of 16 inches for seats without backs and 14 inches for seats with backs. They shall be placed at a frequency of one (1) per every 40 linear feet of block frontage.
 5. Bollards: shall be constructed of metal (steel or aluminum) with a black polyester powder coat. Bollards may have a maximum height of 36 inches and a maximum diameter of nine inches. Bollards shall be placed at a regular spacing of four to six (6) feet on center.
 6. Tree Grates: shall be placed around the trees and be manufactured of cast iron with a baked oil finish, and shall be six (6) feet by six (6) feet square, with maximum ½ inch square openings.
 7. **Specific Standard for Administrative Modification:** Other Street Furnishing elements such as Public Art, water features, water fountains, newspaper racks, etc., may be proposed and approved through Administrative Modifications.

(f) Screening of Service Areas and Utilities:

These Standards provide for the screening of service and loading areas, roof or ground mounted utility equipment and similar uses on the site.

- (1) General provisions: Loading and outdoor storage areas, Mechanical Equipment and rooftop equipment, refuse storage containers and utility accessories shall be screened to reduce the visual impact of these elements on adjoining properties and Public Rights-of-Way. All screening walls shall be measured at the highest finished grade, and designed by a professional civil engineer registered in the state. Construction and location details of the required screening devices shall be shown as part of the Engineering Site Plan. In areas where non-single-family Development is proposed adjacent to established single-family residential dwellings and a screening wall is required, the screening wall shall be constructed prior to issuance of a building permit. The screening wall portion of the project costs may not be escrowed under the performance escrow policy of the LDR.
- (2) Loading Areas: Where off-street loading areas for non-residential and Mixed-uses are required by the LDR, such areas shall be screened with one or a combination of the following:
 - a. A minimum eight-foot-tall solid brick, stone, or decorative block Masonry wall, of the same color(s) as the Principal Building on the site;
 - b. Solid metal gates; or
 - c. Overhead doors.
- (3) Outdoor receptacles, as defined by the LDR, shall be enclosed on three (3) sides by a solid brick, stone, or decorative block Masonry wall, of earth tones or the same color(s) as the Principal Building on the site. The wall shall be a minimum six-foot in height or equal to the height of the equipment to be screened, whichever is greater.
- (4) Outdoor storage areas as an accessory use under the Zoning Ordinances shall be located behind a Principal Building, and shall be screened from view of Streets (excluding alleys) and adjacent properties. Screening walls for outdoor storage shall be either of the following:
 - a. Masonry walls (minimum six (6) feet tall, maximum eight (8) feet tall) of the same color(s) as the Principal Building on the site; or
 - b. Tubular steel fence (minimum six (6) feet tall, maximum eight (8) feet tall) with an irrigated, solid landscape screen consisting of evergreen variety trees and/or shrubs maintained at the same height as the steel fence.
 - c. Materials, equipment or commodities shall be stacked no higher than the height of the screen mechanism.

- (5) Roof-mounted equipment: All roof-mounted equipment, including fans, vents, and air conditioning units and cooling towers, shall be screened to eliminate the view of the equipment from any adjoining Streets (excluding alleys).
 - a. The height of the screening mechanism shall be the height of the tallest element of the roof-mounted equipment. A Parapet or architectural design element on a building may screen Mechanical Equipment; however, the Parapet or architectural design element shall be limited to maximum six (6) feet in height. Mechanical Equipment taller than six (6) feet shall be screened separately by a solid wall or metal panel/louver system.
 - b. The outside of the screening mechanism shall be painted or finished in a similar color to the building Facade, trim or roof surface and be architecturally integrated with the design of the building elevation.
 - c. The Mechanical Equipment and the inside of the screening device shall be painted similar to the color of the roof surface in order to minimize visibility of the equipment and screening mechanism from overhead views from the adjacent properties.

- (6) Ground-mounted equipment: All ground-mounted mechanical, electrical or other utility equipment shall be located behind the rear line of the building or along alleys without frontage along any Streets. If an Alternative Standard is approved allowing placement along a Street frontage, they shall be screened using screening that is as tall as the equipment being screened and which eliminates the view of the equipment from any adjoining Streets (excluding alleys). The screening may be evergreen shrubbery or Masonry walls matching the Primary Building material and color(s) of the site. Any screening shall be architecturally integrated into the building elevation and Facade along that Street.

(g) Pad Site Standards:

These Standards provide for the development of Pad Sites including the architectural treatment of Facades, continuity of landscaping, screening of drive through and service functions, and pedestrian accommodation.

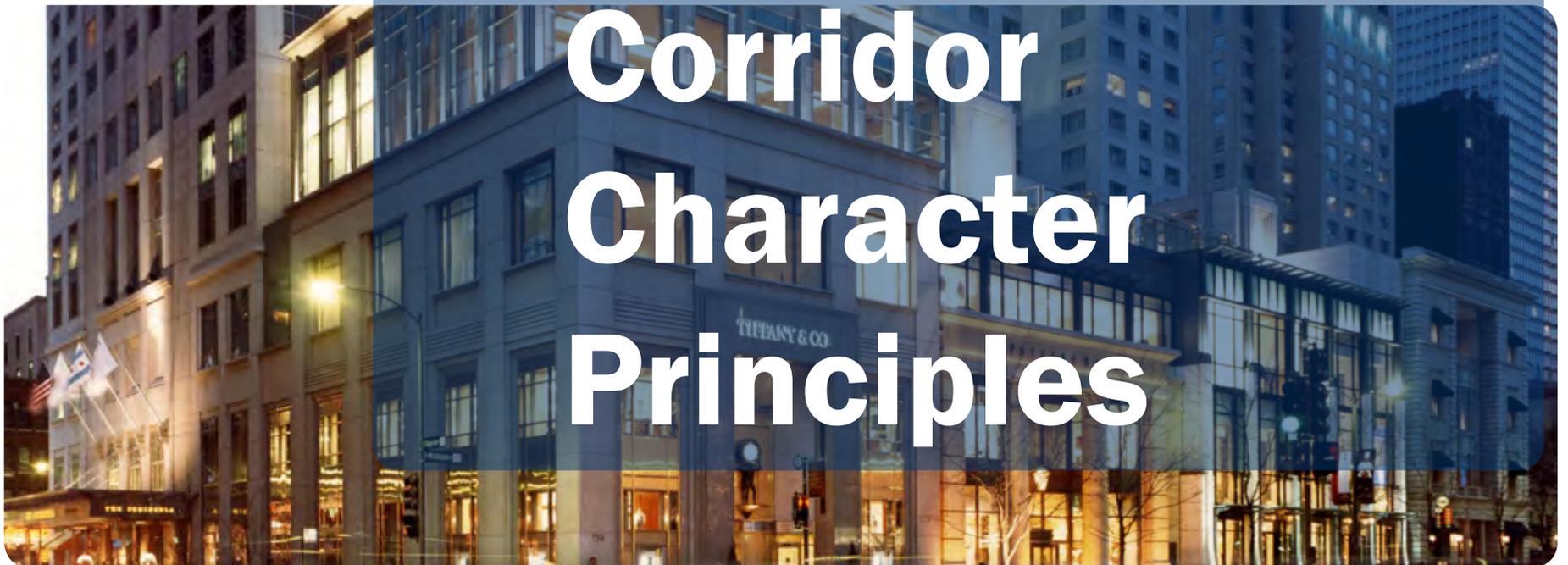
- (1) Standards: In addition to all other Standards applicable to Development within the transition sub-district, the following shall apply to Pad Sites:

- (2) Building design and orientation standards:
 - a. All building Facades shall be designed as the front Facade in compliance with all requirements of this section for front Facades. If windows and doors cannot be incorporated into the rear and side Facades, changes of building materials and color shall be used to create the appearance of solids and voids.
 - b. The longer side of the building shall be oriented towards the primary Street frontage and shall be considered the front of the building.

- c. The Primary Entrance to the building shall be located in the front of the building and shall be oriented toward the primary Street and the Sidewalk.
- d. The Primary Entrance shall be emphasized along the front Facade with doors, display windows, Canopies, Awnings, increased architectural elements, increased landscaping, lighting, and/or pedestrian-oriented features.
- e. Pedestrian access shall be provided leading from the Primary Entrance at the Secondary Walkway along the storefront to Sidewalk at the Street.
- f. Stacking and drive-through lanes shall not be located along the primary Facade of the building.

Appendices

Appendix A
Corridor Character Principles



Corridor Character Principles

The following corridor character principles are intended to provide a thematic vision for public infrastructure along the corridor and its subareas. This section is organized to present intent statements for spatial elements contained within the corridor, followed by design principles for each of the character subareas. The principles should be used to provide guidance during the decision-making process when evaluating detailed concepts for proposed treatments within the corridor.

These principles were used in the development of the IH-35E Corridor Identity Plan, which adopted the three character zone designations and determined the appropriate limits for each within the corridor. The physical design elements for the corridor were then developed in terms of the aesthetic character which was then applied to typical interchange locations along the corridor. A vocabulary of common elements was established for the entire corridor, including lighting, banner poles, wayfinding, plantings, cross street gateway identifiers, pedestrian protection barriers, decorative crosswalk pavement and bridge abutment wall treatments. Unique character zone defining elements were developed for pedestrian paving patterns, custom retaining wall graphics, pedestrian protection wall forms and textures, and planting palette.

The Corridor Experience

The eight-mile drive along the IH-35E corridor through Lewisville provides a range of experiences that can be interpreted in the physical design of the spatial elements throughout the corridor. This corridor contains modulation through topography, compression of the right-of-way in areas where the highway is depressed, and openness as the highway crests to expansive views of the region. On a smaller scale, the corridor passes under bridges which will serve as landmarks, and along a variety of walled conditions. Through the journey, the corridor also passes along watercourses and open spaces that are amenities to local neighborhoods. These experiences provide inspiration that can inform the design of elements at the scale of the entire corridor and at smaller neighborhood scales.



The eight-mile corridor contains unique character areas including water, urban and park.

Unifying Character Theme

One of the most impressive natural resources along this corridor is Lake Lewisville. The lake is a psychological and physical place of respite and recreation, and is a regional attraction in the Dallas metropolitan area. During work sessions with the project's Advisory Committee, the lake was identified as the most recognizable asset to the city and the theme of water was proposed as a unifying theme for the corridor. The purpose of providing a unifying theme is to provide a consistent brand for the city and to inform drivers of the range of experiences and opportunities contained in this corridor.

Subarea Character Themes

Due to the length of the corridor, the range of experiences it offers, and the character of its adjacent communities, subarea themes are proposed for the north, central and south portions of the corridor. Subarea themes will help to break down scale of the corridor and provide neighborhood identification.



Water should be a defining characteristic in the north section and used as a unifying theme.

North-Water

The subarea themes for the north section of the corridor are water and recreation. Combined with the vacant parcels available for redevelopment along the corridor, the water theme could serve as an organizing element for future development. Lifestyle oriented development could reflect the unique attributes of living, working and recreating around water. The design elements along this northern reach need to come together to draw visitors off the highway thereby capturing greater market share.

- Gateways and landmarks should be focused at Garden Ridge Boulevard and Valley Ridge Boulevard, both primary entrances into the Lake area. Higher density nodal development should be focused around these gateways to draw in visitors.
- Water should be a defining characteristic in the treatment of walls, bridges, lighting and art. Species such as Sun Fish and Large Mouth Bass could be utilized as relief along retaining walls to remind visitors of the Lake Lewisville recreational amenity.

Corridor Character Principles



The central section of the corridor is tied to Old Town Lewisville



Hebron Parkway could benefit from a gateway in the southern section

Central-Urban

The theme of the Central section of the corridor ties to historic Old Town Lewisville. Though located approximately one mile from the center of Old Town, IH-35E currently has little relationship to Old Town and the medical uses in between. Design elements should be consistent with the historic architecture of Old Town.

- Gateways and landmarks need to be located at both South Mill Street and West Main Street to signify entrance into the historic heart of the community, tying newer land uses along the highway with the history of Old Town.
- Design treatments for walls, bridges, lighting, building architecture and art should emphasize the area's history. Brick and warm materials need to reflect the historic nature of Old Town.

South-Park

The southern section of the IH-35E corridor will remain an important center of retail, hospitality and corporate office space. The theme for this area should focus on its location as a gateway and destination, and capitalize on its unique assets, such as Timber Creek.

- A gateway is needed at Hebron Parkway to distinguish this area as a center of activity and connectivity between uses east and west of the highway. This bridge could exhibit a unique architectural style, such as an arched truss bridge. Tall lighted elements along this bridge could denote this as a special area, and create a nighttime place, while preserving views north and south during the day.
- Due to the complexity of the intersection of SH-121 to allow for all necessary vehicle movements, this area will contain a high percentage of retaining walls. Special attention will be required to reduce the impact of the walls through a variety of surface treatments, including massing breaks, color changes, and texture variations. Additional surface treatments could include the incorporation of public art to display shallow relief images with colored material.

Unifying character theme spatial elements

The experience and character of the corridor will be communicated through the design and treatment of its spatial elements. Following are design principles for the primary spatial elements that will be experienced throughout the corridor. Each of the spatial elements described below should be designed to complement the unifying theme and respective subarea themes along the IH-35E corridor.

Each spatial element is defined below. Intent statements describe how each element is characterized in the corridor. Principles are included that should be incorporated in the design of each element.

A. Landmarks and gateways take the form of natural features and design elements and include bridges, intersection treatments, development form, and significant open space areas.

Intents:

- Landmarks identify and brand the City of Lewisville and its neighborhoods.
- Landmarks form a mental map for wayfinding purposes and can be created through natural or manmade means.
- Gateways identify particular areas within the city or particular neighborhoods.



Landmarks can enhance wayfinding



Gateways should be at least 8 feet tall

Principles:

- A1.** To achieve a consistent treatment where gateways are provided, gateways should be designed as elements that either span across a highway or path, or are symmetrical treatments located on each side of the highway right-of-way or path, and require users to either pass under or pass through.
- A2.** To promote the diversity that exists in Lewisville, landmark locations are identified within the primary catalysts of Subareas 2, 5 and 7.
- A3.** To diversify community image, landmark and gateway treatments should contain a minimum of three (3) exterior materials.
- A4.** To promote visual clarity, gateway treatments should be a minimum of eight-feet (8') tall at any dimension from the ground or base condition.
- A5.** To incorporate nodal development, landmarks and gateway treatments should be integrated with intersection design at identified nodes.

Corridor Character Principles

B. Development Patterns describe how buildings, roads and open space are organized together in a particular area. These patterns contribute significantly to the character of the highway.

Intents:

- Development is composed of compact centers, or nodes, of mixed use development.
- Environments are designed to be comfortable to pedestrians and bicyclists.
- Networks of transportation modes interconnect development and open space.
- Land use and transportation are intricately linked to create active, engaging places.

Principles:

B1. To reduce sprawl, create development nodes that capture a higher number of vehicle trips accessing the corridor than traditional development.

B2. To promote active places, create centers of mixed-use developments near a variety of residential densities.

B3. To promote active places, site design for major projects should allow for increased densities over time.

B4. To reduce the occurrence of strip development, new development should be nodal in character and concentrate development along the highway at planned areas that are separated by open space.

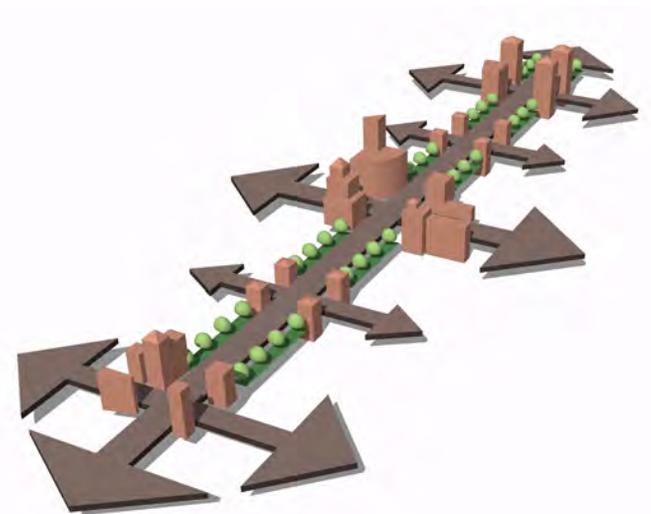
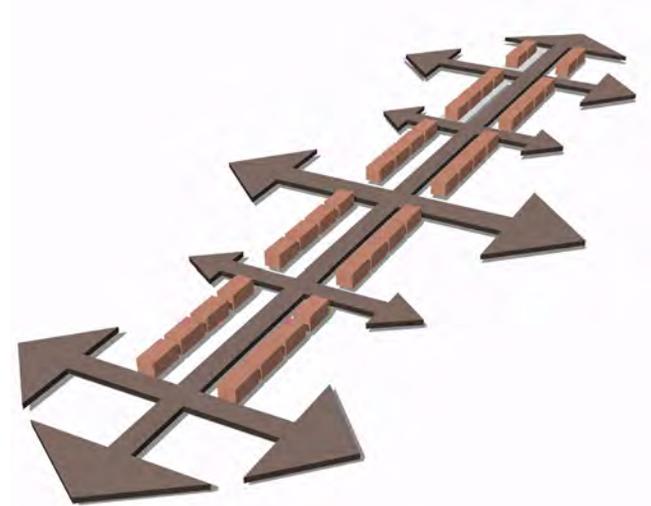
B5. To leverage transportation access, the tallest and densest development patterns should occur within 700 feet to one-quarter mile radius of planned nodes. Most nodes are situated at interchanges.

B6. To improve development character, parking locations should be less prominent and located to the rear of buildings or in parking structures.

B7. To promote active streets, pedestrian-oriented uses should be located on ground floors of buildings.

B8. To facilitate more active places, sidewalks should be wider in planned development nodes than in other lower density areas.

B9. To provide amenities for pedestrians, sidewalks should incorporate street trees, benches, kiosks and plazas.



Low-density development (top) and node development (bottom)

B10. To promote active streets, auto-oriented uses, including service stations and drive through facilities should be discouraged within one-quarter mile radius of planned nodes.

B11. To provide a pedestrian-friendly street network, street block sizes should not exceed 600,000 square feet.

C. Right-of-way treatments include bridges, walls, fencing, landscaping and lighting.



Intents:

- Right-of-way treatments embody the unifying and subarea themes described in this plan.
- Aesthetic treatments are visibly consistent for public and private lands when viewed from the corridor.

Principles:

C1. To improve aesthetic quality, bridges should contain a minimum of three (3) exterior materials, and include accent lighting in addition to standard lighting for safety.

C2. To improve aesthetic quality, no chain link fencing is allowed within direct view of the corridor or fifty-feet (50') outside the state owned right-of-way.

C3. To improve the aesthetic quality, fencing treatments should incorporate live, drought-tolerant vegetation, where direct transparency for safety is not required.

C4. To improve the aesthetic quality, landscape treatments, including flowering plants should be provided adjacent to identified gateways and landmark areas.

C5. To reduce a canyon effect in the corridor, vertical surfaces of walls should not exceed twenty feet (20') without a twelve inch (12") minimum horizontal break.

C6. To break down the scale of walls, patterns should be created that are a maximum of four feet (4') in any direction.

C7. To promote a pedestrian-oriented environment, pedestrian routes should be buffered from fast-moving traffic and expanses of parking.



A bridge integrating a gateway treatment and architectural pedestrian railing



Patterns can break down the scale of walls

Corridor Character Principles

D. Natural Spaces along the highway are primarily passive in form, and include open space, pedestrian pathways, waterways, wetlands and stormwater drainage areas.

Intents:

- Natural spaces complement and separate areas of nodal development and enhance the natural surroundings.
- Natural spaces represent interconnected systems and are organized to facilitate system-wide drainage.
- View corridors provide expansive views out of the corridor and identify landmarks when appropriate.



Principles:

- D1.** To facilitate pedestrian connectivity, natural spaces should create linear systems, particularly east-west along the corridor.
- D2.** To maintain a sustainable landscape, only native plantings should be provided.
- D3.** To promote expansive views, low plantings should be provided in open spaces designated to frame long views.
- D4.** To improve water quality, native landscape materials should be utilized to provide primary filtration of stormwater prior to entering sewers.



Low plantings preserve expansive views

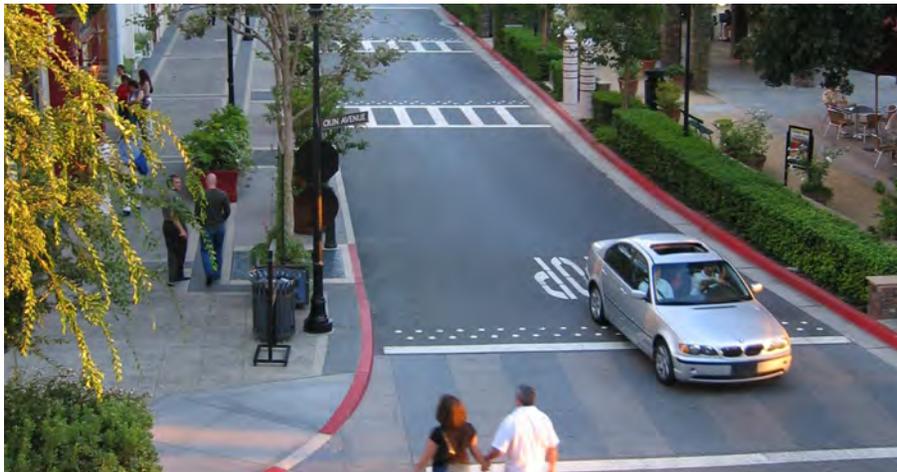


Native plantings maintain a sustainable landscape

E. Access locations include the locations of curb cuts and intersections on frontage roads, arterial streets and intersections within the corridor.

Intents:

- Frontage roads facilitate local circulation parallel to the highway and provide access to the local street system.
- Local streets provide the majority of access to private property along the corridor.



Principles:

- E1.** To promote access, street patterns should form an interconnected grid that simplifies access for all transportation modes.
- E2.** To improve multi-modal circulation, bridges should include pedestrian paths and bicycle lanes.
- E3.** To increase capacity of the frontage road system, curb cuts should be minimized.



Retaining walls with unique character and treatments.

Corridor Character Principles

F. Nighttime treatments include the organization and design of safety lighting and accent lighting on spatial elements, including landmarks, key building and landscape treatments, bridge and wall treatments and open spaces.

Intents:

- Corridor treatments should be designed for daytime and nighttime users.
- Effect lighting attempts to replicate the daytime experience for nighttime users.
- Lighting for safety is integrated with effect lighting and provides a consistent design theme.



Principles:

F1. To improve the aesthetic quality, accent lighting should be included in right-of-way treatments.

F2. To express the design theme in each subarea, safety lighting should be incorporated with effect lighting.

F3. To promote walking during nighttime, pedestrian scaled lighting should be included on all walkways with one-quarter mile of defined nodes.



Pedestrian scale lighting promotes walking

G. Street design includes both traffic and pedestrian zones.

Intents:

- The traffic zone encompasses vehicular and bicycle movements, and can also include medians, crosswalks and on-street parking.
- The pedestrian zone includes all elements from the back of curb.



Traffic zones need to balance vehicular and bicycle modes

Principles: Traffic Zone

- G1.** Vehicular lane width will vary based on the street type and traffic volume. On highways such as IH-35E, 12-foot lanes may be most appropriate. Arterials with heavier volumes of traffic may require 11 to 12 foot lanes. On local streets, 10 to 11 foot lanes are encouraged to help reduce speed and narrow the overall traffic zone width.
- G2.** Bicycles may be accommodated either through a wider outside lane or through a striped bicycle lane. Bicycle lane widths should be between four and six feet. When placed adjacent to on-street parking, an additional 1 to 2 feet of bicycle lane should be provided.
- G3.** Medians should provide refuge areas for pedestrians and include special planting, paving treatments, or public art installations at each end to create a visual amenity.
- G4.** Crosswalks should include inset materials or textures, including brick pavers or stamped concrete which provides visual amenity and functional traffic calming for intersections.
- G5.** On-street parking is typically 8 to 10 feet wide allowing for parallel parking adjacent to the vehicular lane. On-street parking is typically placed on corridors with lower speed limits and streets with active pedestrian and development to help calm traffic and serve surrounding land uses.

Corridor Character Principles



Principles: Pedestrian Zone

G6. Sidewalks on frontage roads and arterial streets are encouraged to be detached from the curb and setback from the street a minimum of eight feet (8'). Sidewalk widths should be a minimum of six feet (6') and can exceed twelve feet (12') depending on planned pedestrian activity. Sidewalks on local streets should be a minimum of six feet (6') and either be attached or detached depending on other amenities provided.

G7. Curb cuts should be subject to conditions specified by an access management strategy for arterial roads. Curb cuts are only encouraged at combined business entries and for parcels that cannot be accessed from a local road. Curb cuts on all streets should be designed to be as narrow as possible while providing for safe traffic movements and access.

G8. Street trees are encouraged within the amenity zone. The trunk should be setback from the street a minimum of three feet (3') to provide a clear area from the street and to allow the canopy to mature.

G9. Planter boxes can be located in the amenity area and provide a buffer along busy streets and create a more intimate pedestrian space. Planters can be seasonal or permanent.

G10. Lighting along sidewalks should be provided to indicate safe pedestrian pathways. Pedestrian scale lighting can be incorporated with traffic lighting poles or provided as independent elements.

G11. Benches/seating on arterials should be provided at bus stops and near intersections in green areas to provide an amenity for people waiting to cross the street or board transit. Additionally, seating is encouraged in green areas with access to public open space, or large parking areas.

G12. Bus stops should provide overhead shelter from sun, snow and rain and provide side shelter from wind and rain. Side panels should provide a high degree of transparency and be clear of visual obstructions.

G13. Bicycle racks along streets should be provided adjacent to active streets containing neighborhood serving businesses. When provided, racks should be located in the amenity zone.



Benches and sidewalk treatments contribute to street character

Appendix B Design Guidelines



Design Guidelines

These design guidelines are intended to enable the City to work together with the development and business communities in achieving the vision for IH-35E corridor. That vision includes four framework themes:

- Revitalizing the corridor will require enhancing the established character through multiple public and private realm improvements.
- Establishing memorable destinations will require creating authentic and diverse public places, while expanding the range of attractions and economic development opportunities that the corridor offers.
- Integrating the neighborhoods will require a mix of infill housing and services for local neighbors.
- Achieving a more accessible corridor will require improving the transportation system to minimize barriers and provide regional transportation alternatives.

The design guidelines are divided into two types: guidelines and standards. The Guidelines contained in this document are general statements describing ideal development along the corridor. The standards are basic requirements for any development or redevelopment along the IH-35E corridor. The use of these two types of statements is intended to give flexibility to the developer and/or applicant to respond and contribute to the corridor vision in advance of a submittal, to give the City of Lewisville a basis on which to make judgments so that its determinations are not arbitrary, and to give certainty to the City of Lewisville and its citizens that the corridor vision is met and that the quality described is maintained. The images in this section reflect examples from across the country, which exemplify the written standards.

As time passes and the city and its partners in the public and private sector advance in achieving the corridor vision, conditions along the corridor will change. The standards will be added to and amended over time. The guidelines and standards serve as a tool to ensure that the corridor vision and quality of corridor redevelopment remains consistently high.



Great places are defined in large part by great streets. Jane Jacobs said it well: “Streets and their sidewalks, the main public places of a city, are its most vital organs.”

Authority

These Guidelines shall be approved as part of the IH-35E Corridor Redevelopment Plan according to the provisions of the General Development Ordinance.

Applicability and Review

The review process follows the approved development process as stipulated in the City of Lewisville's adopted General Development Ordinance (GDO). The required standards of the corridor design guidelines and standards are in addition to the specific requirements of the GDO. These guidelines and standards supersede all other city design guidelines except as noted.

A design review committee (DRC) should be established by the City for review of projects along the IH-35E corridor. This committee should be responsible for the controls governing the design guidelines and standards. This DRC should have the responsibility to review all development within the boundaries of the corridor overlay area. Review of engineering requirements such as drainage; utilities; police, fire, and emergency service access is the responsibility of city staff. The DRC would have the responsibility of reviewing all design outside of the right of way, while city staff has the responsibility to review the street's engineering, traffic functions, utility and public safety requirements. The DRC should be composed of both public and private individuals. Representatives of the private development community bring value in providing their perspective.

Amendments

These Guidelines may only be amended by City Council with a recommendation from the Planning Commission.

Format

The format of the following design guidelines consists of development conditions defined by design principle statements and design standards. Development conditions are described for Site Plan, Architecture, Landscape, and Signage. Guidelines describe the design intent for each listed condition and should be incorporated into design treatments of each listed condition. Standards describe the specific treatments that, if incorporated, require no further DRC review. However, if standards cannot be achieved due to outstanding conditions, the DRC may evaluate specific condition proposed treatments against the stated Guidelines. If the DRC approves the proposed treatments no further DRC review is required. Appeals may be made to the Planning Commission.

Design Guidelines

A. SITE PLAN

A1 Building orientation

Guidelines

- A1.g1 The front facades and main entries of buildings should be oriented toward streets and plazas.
- A1.g2 Building orientation should provide views of adjoining publicly accessible streets and open spaces in order to provide passive viewing for safety.
- A1.g3 Pedestrian activity should be encouraged through the incorporation of active uses such as retail, commercial and/or institutional uses at the ground level.
- A1.g4 Buildings should define the street or public open space.
- A1.g5 Buildings should be located to promote sun and sky exposure to public streets and plazas.
- A1.g6 Buildings should be sited to create active outdoor spaces where possible, such as outdoor restaurant seating where appropriate.

Standards

- A1.s1 Buildings shall line a street at the Right Of Way or the build-to line to the greatest extent possible.
- A1.s2 Buildings shall use the full width of the lot for the primary structure and/or active outdoor space.

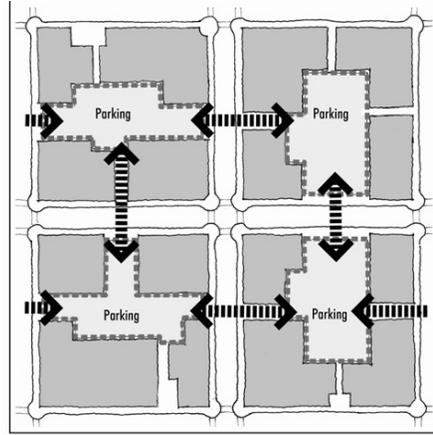


Facades and entries oriented toward street



Driveway across sidewalk identified by material change





A2 Access and driveways

Guidelines

- A2.g1 Access points, including alleys, and driveways should be located to promote the safe and efficient movement of vehicles, pedestrians and bicyclists.
- A2.g2 Uninterrupted pedestrian-ways should be maximized in order to improve walkability.
- A2.g3 The width of driveways and curb cuts should be minimized to reduce the overall impact of vehicular access across a sidewalk.
- A2.g4 Driveways and ramps to underground parking should be perpendicular or generally perpendicular to the street.
- A2.g5 Block frontages should have as few curb cuts as possible.
- A2.g6 Sharing of vehicle entries between two adjacent lots is strongly encouraged.

Standards

- A2.s1 Developments shall provide access for service vehicles via alleys or parking lots.

A3 Parking lot and structure location

Guidelines

- A3.g1 Buildings should be located to minimize the visual impact of parked vehicles within lots and structures.
- A3.g2 Parking lot location should minimize the impact of parked vehicles on the continuity of active commercial, mixed use, and/or residential frontages.



Identify clear access points for parking

Design Guidelines

- A3.g3 Parking lots and structures should be located to minimize the impact of vehicle noise and headlights from within parking lots and structures onto adjacent residential neighborhoods.
- A3.g4 Whenever possible, parking structures should be sited internally to the block so that parking structure street frontages are avoided. If internal siting is not feasible, then the parking structure should be oriented so that the shortest dimension fronts the street.
- A3.g5 If it is only feasible to orient the long dimension of a parking structure along a street, then the structure's street facade should exhibit the same high level of quality in its design, detailing and use of material as is provided in the adjoining commercial and/or mixed use buildings.
- A3.g6 Parking structures that are sited with exposed street frontage should orient the exposed frontage to commercial activities, rather than residential uses.

Standards

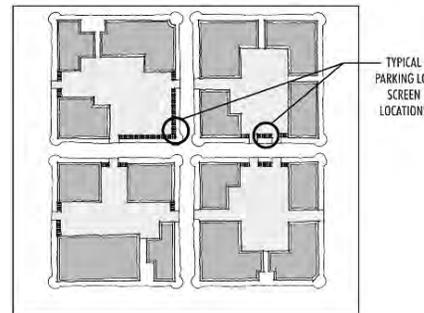
- A3.s1 Surface parking areas shall be located at the side or rear of buildings only.
- A3.s2 Parking structures with exposed street frontage shall not be oriented toward residential uses.



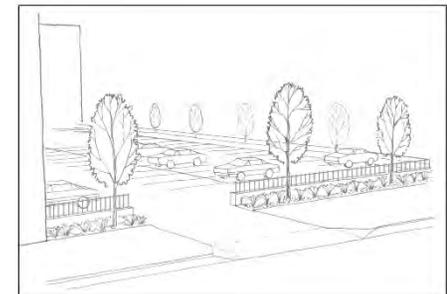
Active uses at street level of parking structure and high quality facade

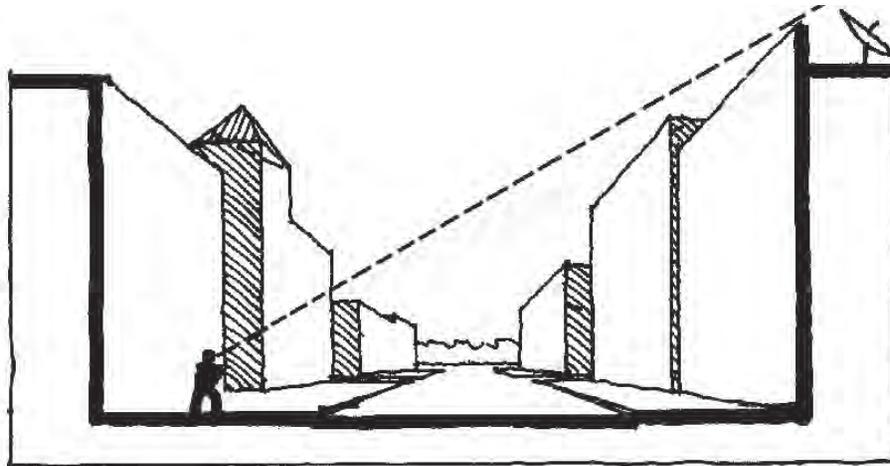


Parking structure with retail on ground floor, quality materials, and detail



Parking lot screen





Utility screening

A4 Utility location and screening

Guidelines

- A4.g1 Service areas and utility pedestals should be located to minimize the visual impact of service areas, refuse storage and mechanical/electrical equipment on streets, public open spaces and adjoining development.
- A4.g2 Utility appurtenances should be located behind the sidewalk and out of the sidewalk amenity zone wherever possible. Where it must be in the tree lawn or amenity zone, such equipment should be centered on the tree line and aligned with but no closer than 42 inches from the face of curb. This includes switch boxes, telephone pedestals, transformers, meters, irrigation, and similar equipment.
- A4.g3 The use of alleys is encouraged to locate all mechanical, electrical, and utility equipment to the extent possible.

Standards

- A4.s1 Service areas and refuse storage areas shall not front onto streets and public open spaces. Such areas shall be located to the rear or side of buildings, and screened from view from the street and/or public open space.
- A4.s2 Refuse storage and pick-up areas shall be combined with other service and loading areas.

Design Guidelines

A5 Pedestrian access

Guidelines

- A5.g1 Pedestrian entries to buildings should promote security on a street or public open space through frequent points of access and sources of activity.
- A5.g2 In general, ground floor uses with exterior exposure should each have an individual public entry directly located on a public sidewalk along a street, or on a sidewalk or plaza leading directly to a street.

Standards

- A5.s1 Primary building entrances shall be oriented toward streets, parks or pedestrian plazas.
- A5.s2 Each block face shall have multiple building entries. A building occupying an entire city block shall include more than one building entrance along each block face.
- A5.s3 All secondary building entries shall be well lit and directly connected to the street.



Primary building entrances oriented toward streets

B Architecture

B1 Building Character

Guidelines

- B1.g1 Building character should be creative and within a visually comfortable and familiar environment.
- B1.g2 Buildings should be designed to provide human scale, interest, and variety while maintaining an overall sense of relationship with adjoining or nearby buildings.
- B1.g3 Art integrated into building facades or forms, and/or specially designed architectural ornament is encouraged.

Standards

- B1.s1 All buildings shall be designed specifically for the context and character of the corridor. 'Iconic' corporate standard building design is encouraged at identified gateway and landmark locations.
- B1.s2 The majority of the building(s) of a development shall possess an architectural character that respects traditional design principles, such as:
 - Variation in the building form such as recessed or projecting bays;
 - Expression of architectural or structural modules and detail;
 - Diversity of window size, shape or patterns that relate to interior functions;
 - Emphasis of building entries through projecting or recessed forms, detail, color or materials;



Human scaled development with interest and variety



Variations of material, color, and texture



Design Guidelines

- Variations of material, modules, expressed joints and details, surface relief, color, and texture to scale;
- Tighter, more frequent rhythm of column/bay spacing, subdividing the building façade into smaller, more human scaled elements.

B2 Building Form

Guidelines

- B2.g1 New development should create occasional special building forms that terminate views, create a unique skyline, and aid in way-finding.
- B2.g2 Building form should emphasize important components of a building, such as an entry, or a special internal space.
- B2.g3 Lower building heights or upper level stepbacks are encouraged on the south or east side of the street or public open space in order to provide more sun penetration to the ground level.
- B2.g4 Taller buildings adjacent to lower buildings shall establish scale relationships with lower, neighboring buildings through methods such as: compatible horizontal alignment of architectural features and fenestration, and height and form transitions from one building to another.

Standard

- B2.s1 Building form shall employ a uniform level of quality on all sides of the building.



Example of upper level stepbacks



Emphasis on entry or special internal space



B3 Building Facade

Guidelines

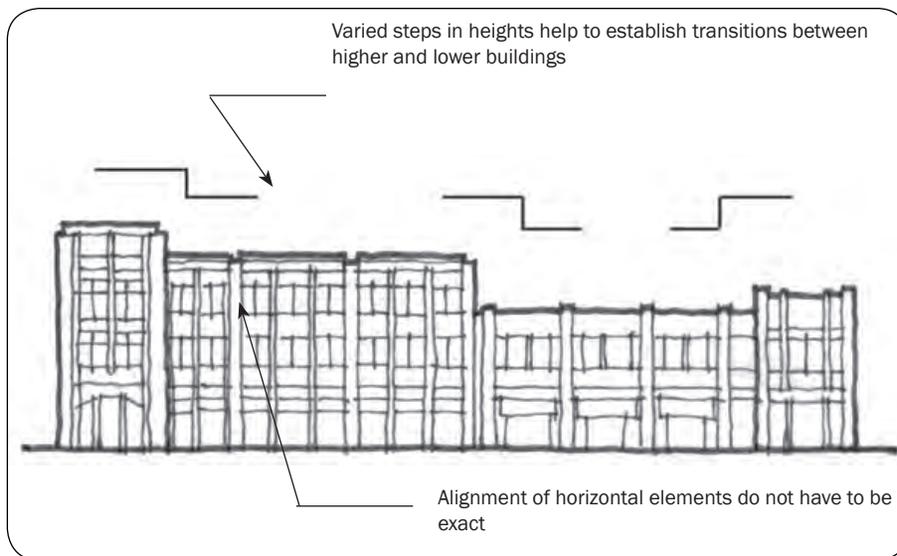
- B3.g1 Building facades should be designed to provide human scale and detail and to avoid large areas of undifferentiated or blank facades.
- B3.g2 Each building facade oriented to the street or public space should provide architectural variety and scale through the use of such elements as: expressions of building structure; patterns of window, door or other openings that provide surface variation through change of plane, change in color; change in texture; change in material module or pattern; art or ornament integral with the building.
- B3.g3 Primary building facades should include some elements that provide a change in plane that create interest through the interplay of light and shadow. Examples of such elements are:
- recessed windows, at least 3 inches;
 - recessed entries and doors;
 - projecting sills;
 - recessed or projecting balconies;
 - projecting pilasters, columns, bays;
 - projecting cornices, roofs.
- B3.g4 Each 'base' should be composed of the first floor or first two floors of the building.
- B3.g5 Each 'base' in its entirety should be designed to give the appearance of greater height than any single floor of the middle.



Varied steps in height



Vertical divisions in facade



Scale relationships

Design Guidelines

- B3.g6 Each 'base' should have a greater level of transparency than the 'middle' or 'top'.
- B3.g7 The architectural treatment of the 'top' should be designed to create a sense of distinctly completing the dominant architectural theme of the 'middle' of the building. This architectural completion may be accomplished by such strategies as: change in the window rhythm, change in apparent floor height, setback, use of other materials, or a combination of these elements.
- B3.g8 Distinctive corner, entry treatments and other architectural features designed to interact with contextual features may be designed differently than the 'base', 'middle', and 'top'. This difference would allow the addition of vertical emphasis at significant architectural points along the building facade.
- B3.g9 The 'top' of buildings above four (4) stories may have a 'cap' set back above the lower stories, which is distinctive in shape and smaller than the previous floor.

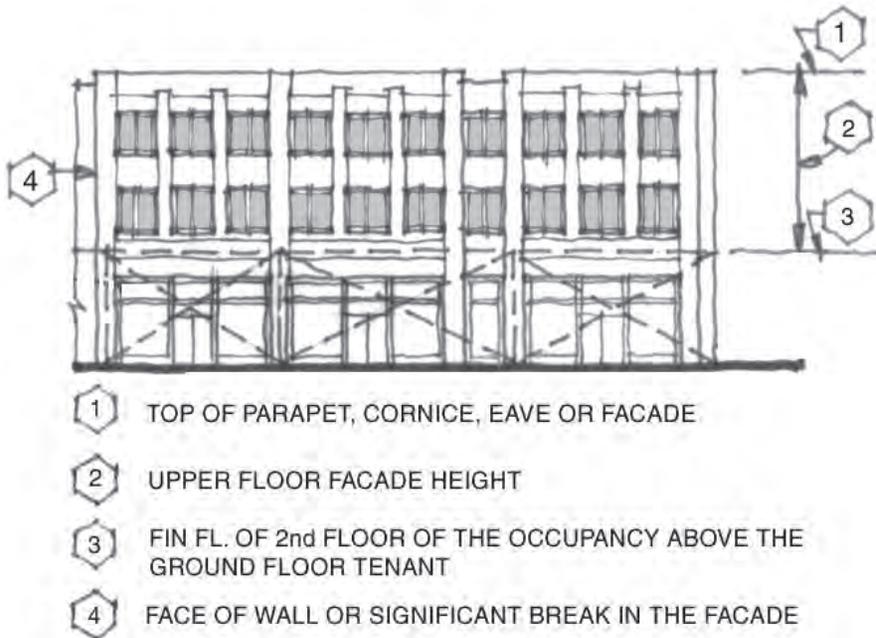


Vertical divisions in facade



Standards

- B3.s1 The building facade shall generally have three vertical divisions: 'bases', 'middles', and 'tops'. In buildings of three stories or less in height, the 'top' may be comprised of an ornamental 'cap' or cornice rather than the articulation of an entire floor of habitable space.
- B3.s2 The design of 'roofscape' elements of tall buildings shall relate directly to the building walls.
- B3.s3 Building design shall create varied roof parapet and cornice lines in order to create interesting and human scaled skylines.



Upper floor transparency



Building transparency



B4 Building transparency

Guidelines

- B4.g1 Where functionally appropriate, the ground floor, street-facing facade shall be made of transparent materials designed to allow pedestrians to view activities inside the buildings, retail goods for sale, or display lighted windows related to these activities.
- B4.g2 When transparency is not functionally appropriate, other means should be used to provide activity along the street-facing façade such as public art; architectural ornament or detailing; or material, texture, or color patterns.
- B4.g3 Buildings should incorporate a window or glazing-to-wall ratio that is sufficient to establish the visual solidity of the building form.
- B4.g4 Reflective glass should be used sparingly, if at all, to reduce glare, reduce the opacity or 'blankness' of the facade. Coated or tinted glass may be considered to reduce heat gain, particularly on west and south facades.
- B4.g5 Windows or glazing on upper levels should be sufficiently transparent to provide an awareness of internal activities when viewed from the street or public spaces.

Standards

- B4.s1 Glass without coatings or tints shall be used for all retail glazing. In no case shall highly reflective glass be used.

Design Guidelines

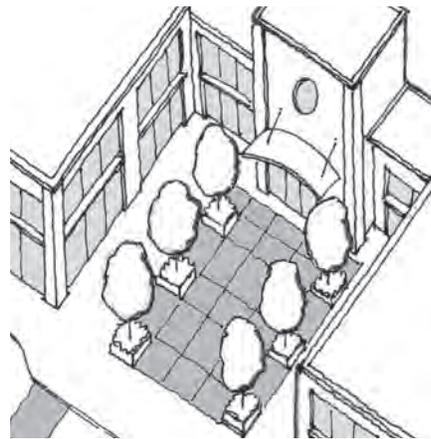
B5 Building Entries

Guidelines

- B5.g1 For mixed-use buildings with residential units, one or more separate building entrances from the sidewalk should be used to provide access to the residential units.
- B5.g2 Detailed and elaborate entries should be used as another way to create street level interest and architectural variety.
- B5.g3 Major building entries should be emphasized through such design devices as changes in plane, differentiation in material and/or color, greater level of detail, enhanced lighting, ornament, art, and/or building graphics.
- B5.g4 Primary building entries should be oversized, and generally break the storefront/ground floor façade pattern.

Standard

- B5.s1 Each multi-story building shall have one clearly identifiable 'front door' that addresses the street. In addition to this 'front door,' a building occupying an entire city block shall include at least one other building entrance along each block face.



Emphasis on building entry





High quality materials



B6 Building Materials

Guidelines

- B6.g1 New development should use materials and colors that possess a comfortable and familiar character, convey a sense of quality and attention to detail, and are compatible with materials of adjacent buildings.
- B6.g2 New development should use lasting materials that weather well, need little maintenance, and resist vandalism.
- B6.g3 Materials and/or detailing at retail frontages should distinguish between the structural parts of a building (columns, walls and beams), and the infill parts of a building (wall panels, frames, windows and doors).
- B6.g4 Infill materials should have a non-structural appearance.

Standards

- B6.s1 A significant portion of the facade facing a street or public open space (not including windows, doors and their framing systems), shall be composed of highly durable materials such as: brick, stone, cast stone, specially treated concrete masonry units, terra-cotta, and/or glass. All building materials shall be integrally tinted.
- B6.s2 Building materials shall maintain a uniform level of quality on all sides of the building.

Design Guidelines

B7 Parking Structures

Guidelines

- B7.g1 The exterior of parking structures should be wrapped with mixed-use space in order to minimize the visual impact of parking on the pedestrian experience, and the street environment and to increase pedestrian activity and interest along the street by locating active uses at the street level of parking garages
- B7.g2 Garage facades visible from public streets and open spaces should be compatible in character and quality with adjoining buildings.
- B7.g3 Parking structures should create visually interesting facades that provide human scale and detail while avoiding large areas of undifferentiated or blank facades.
- B7.g4 Openings should be vertically and horizontally aligned.

Standards

- B7.s1 Street oriented facades shall conceal or effectively reduce the impact of parked cars and light sources from the exterior view for the full height of the structure.
- B7.s2 Multi-story parking structures (3 levels or more) with facades facing public streets shall provide commercial, live-work, residential and/or institutional space for not less than 50% of the garage's ground level street facing frontage, or the design and structure of the ground floor street frontage should be able to accommodate in the future one of the above listed uses.
- B7.s3 Sloping ramps shall not be visible within the street facade of any parking structure.



Retail wrap and compatible facade on upper stories of parking structure



Street facade of parking structure that screens parked cars





Lighting at building entries



B8 Building Lighting

Guidelines

- B8.g1 Building lighting should accentuate important architectural components of the building, such as entries, towers or roof elements, or repetitive columns or bays, and include decorative lighting.
- B8.g2 Building lighting should provide indirect or direct lighting for adjoining sidewalks and open spaces.
- B8.g3 Primary building entries should be externally lit so as to promote a more secure environment at the door, emphasize the primary point of entry into the building, and provide sufficient lighting for efficient access into the building.
- B8.g4 Steps and/or ramps at or leading to a primary building entry should be illuminated sufficiently for safe access.

Standard

- B8.s1 Entry lighting shall complement the building's architecture. Standard security lighting such as wallpacks shall not be allowed.

Design Guidelines

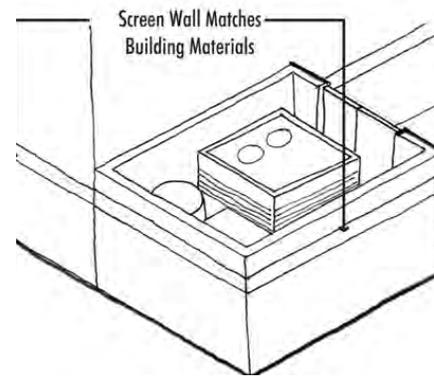
B9 Rooftop design

Guidelines

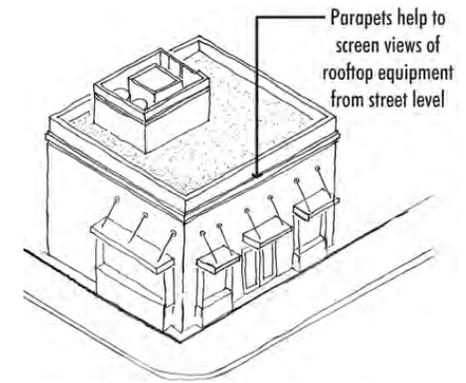
- B9.g1 Rooftop design should maintain the integrity of architecturally designed building tops and help create interesting and varied skylines.
- B9.g2 In mixed use development, if residential uses are located near mechanical equipment, care should be taken to mitigate the impacts of noise and odors.
- B9.g3 Antennae that extend over five feet above the roof line are encouraged to have screening techniques applied such as color and material to minimize visibility.
- B9.g4 Streetscape within the corridor area should not be cluttered by utility elements.
- B9.g5 Utility boxes should be located so that they do not obstruct pedestrian traffic or block sight lines at intersections.

Standards

- B9.s1 All roof mounted mechanical and electrical equipment, communication antennae or dishes shall be enclosed, screened, organized, designed and/or located as part of the architectural expression and shall not be visible from the public right of way. Any equipment shall be covered or screened to its full height.
- B9.s2 Switch boxes, transformers, electrical and gas meters, and other above ground utility elements shall be screened or located out of view from the street.



Screening of rooftop mechanical equipment



C. LANDSCAPE

C1 Perimeter Landscaping

Guidelines

- C1.g1 Perimeter landscaping design should create street and plaza spaces that join buildings, uses, pedestrian areas, and streets into a unified urban place.
- C1.g2 Perimeter landscaping should reinforce the pedestrian environment established in the adjoining street right of way.
- C1.g3 Perimeter landscaping should be designed to provide seamless transitions between buildings, uses, and open spaces that promote the mixing of commercial, residential, and institutional uses.
- C1.g4 Where a landscape perimeter area occurs between a building frontage and a street right of way, it should be designed to extend the pedestrian amenities of the street, such as increased walkway widths, areas for outdoor café/restaurant seating, increased sidewalk widths to allow window shopping out of the stream of pedestrian traffic, and space for the temporary display of a retailer's goods.
- C1.g5 Where space permits, planting in containers, raised planters, or cutouts in the paving is encouraged.

Standard

- C1.s1 Where a side setback landscape perimeter area occurs, it shall be designed to contribute to a pedestrian amenity zone such as a passageway, or contribute to a paved driveway or alley.



Perimeter landscaping design



Design Guidelines

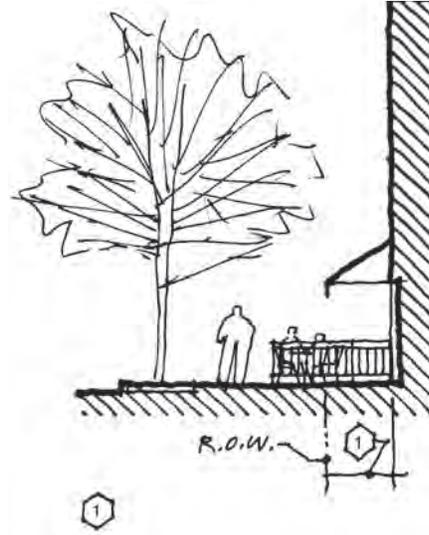
C2 Internal courtyards, plazas and open spaces

Guidelines

- C2.g1 Internal courtyards, plazas, or open spaces should be designed to create useable open spaces, suitable for passive recreational activities such as informal play, reading, and sitting in the sun or shade.
- C2.g2 All open spaces accessible to the general public should be open a minimum of 12 hours per day.
- C2.g3 Private open space may be fenced with wrought iron, masonry or comparable decorative fencing or otherwise controlled for security.

Standard

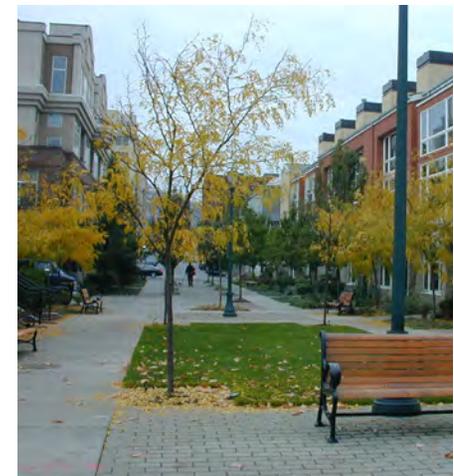
- C2.s1 All public and private open space not used for recreation shall be attractively landscaped with plant material and hard surfaces.



Front setback perimeter area



Internal courtyards



C3 Hardscape Design

Guidelines

- C3.g1 Hardscape design should provide a quality of paving materials and patterns consistent with the quality of the surrounding architecture and open spaces and provide safe paving conditions for all persons.
- C3.g2 Hardscape design should create interest and variation within paved surfaces that includes but is not limited to public art, coloring, or materials.
- C3.g3 Special paving should be carefully chosen for structural capability and durability in the local climate. Uncolored concrete, colored concrete, brick, hydraulically pressed concrete unit pavers or stone is recommended.
- C3.g4 Special paving patterns and materials should be used to emphasize important building entries, provide interest and variation, and differentiate between sidewalks, plazas, medians, and crosswalks.

Standards

- C3.s1 Sidewalks shall be separated or buffered from vehicle travel lanes by street/pedestrian lights, and/or street trees in grates or in a tree lawn.
- C3.s2 In transition areas, sidewalks shall be separated from the street by trees in tree lawns.



Variety in sidewalk paving materials



Design Guidelines

C4 Landscape: Trees and Plant Materials

Guidelines

- C4.g1 Landscaping should create a strong identity for each street and use quality plant materials that are located, sized, and provided in quantities sufficient to emphasize important streets.
- C4.g2 Landscaping should use plant materials that tolerate an urban condition.
- C4.g3 Trees should align parallel and perpendicularly across the street with each other whenever possible.
- C4.g4 Ornamental trees should not be used in a street right-of-way.
- C4.g5 Tree grates or planting cut-outs should be used in paved areas to prevent excessive soil compaction.
- C4.g6 Large tree pits that allow for a broader canopy are preferred over typical street trees.
- C4.g7 All tree lawns and street trees in cut-outs, tree pits, and grates should be irrigated with an automatic irrigation system. Drought tolerant turf or low, continuous ground covers should be used as the primary ground cover for continuous tree lawns.
- C4.g8 To the maximum extent feasible, topsoil that is removed during construction activity should be conserved for later use on areas requiring re-vegetation and landscaping.



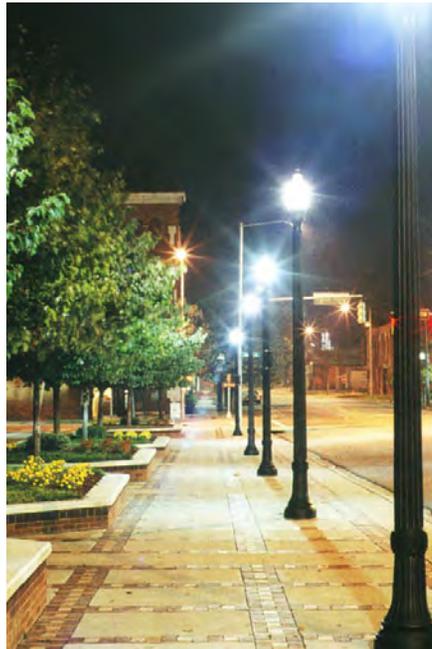
Tree lawns in right-of-way



Design Guidelines



Pedestrian lighting that provides an identity



Alignment of pedestrian lighting

Standards

- C4.s1 No artificial trees, shrubs, turf, or plants shall be used to fulfill the minimum requirements for landscaping.
- C4.s2 Tree lawns shall be a minimum of 6 feet in width, measured from the back of curb to the edge of the sidewalk.
- C4.s3 Street trees shall be centered within the width of the tree lawn.
- C4.s4 Street trees in tree grates shall be at least 2 feet 6 inches from the face of the curb. Tree grates shall be at least 24 sq. ft. with openings no more than 1/4 inch to 3/8 inch in width and should be designed to allow for tree trunk growth.

C5 Street and Pedestrian Lighting

Guidelines

- C5.g1 Lighting should provide a safe and secure environment for motorists, bicyclists, and pedestrians.
- C5.g2 Lighting should create an identity for the development and/or special streets.
- C5.g3 Lighting should enhance the quality of streets in the commercial core through the design of the light poles, bases, fixtures, and attachments.
- C5.g4 Street and/or pedestrian light poles should be aligned with and centered between street trees.

Design Guidelines

- C5.g5 Where the light source is directly visible, the luminaries should be designed to incorporate elements to reduce glare, such as translucent, internal refracting surfaces to direct light down and away from adjoining private property; lower height poles; lower wattage or pole location.

Standards

none in this section

C6 Street Furniture

Guidelines

- C6.g1 Seating should be durable, comfortable, attractive, securely anchored, and easy to maintain. Seating surfaces should be 16 to 18 inches high with a minimum depth of 16 inches for seats without backs and 14 inches for seats with backs.
- C6.g2 Where bus stops occur within tree lawns, a minimum of one 6-foot long bench should be placed on a concrete pad. Where a bus stop occurs on a wide attached sidewalk, a 6 foot long bench should be provided within the sidewalk's amenity zone.
- C6.g3 Trash receptacles should be conveniently located near benches and other activity nodes.
- C6.g4 Trash receptacles should relate in appearance and color to other street furniture. They should be firmly attached to paving to avoid vandalism. Covered tops and sealed bottoms should be included to keep the contents dry and out of sight at all times.



Consolidated newsracks



Durable and comfortable seating

Design Guidelines



Wayfinding signs



- C6.g5 Bicycle racks should be placed near entrances or gathering places, but out of pedestrian and bicycle traffic areas where they may create tripping or other safety hazards. If possible, locate racks where parked bicycles are visible from the inside of adjacent buildings.
- C6.g6 Newspaper racks and trash receptacles should be located at areas where high pedestrian activity is anticipated.
- C6.g7 Newspaper boxes should be clustered together and screened by specially designed railings. They should be located adjacent to pedestrian activity, but not so as to obstruct drivers' views at intersections, or car overhang/door swings at the curb.

Standards

none in this section

C7 Wayfinding Elements

Guidelines

- C7.g1 Wayfinding should compliment and enrich the pedestrian experience and create interesting streets and spaces.
- C7.g2 Wayfinding information should be conveyed clearly and efficiently with high quality sign and graphic design.
- C7.g3 Information should be provided for events on-site as well as within the City.

Design Guidelines

- C7.g4 To provide art, whimsy and contrast to the civic structure of the street furnishings, wayfinding elements should relate to local culture and flavor.
- C7.g5 Information kiosks and wayfinding elements should be located near pedestrian origin points such as parking structure stairs and elevators, public plazas and near entrances to public buildings.

Standards

none in this section

C8 Gateway Elements and Public Art

Guidelines

- C8.g1 Public art should engage the community, and express community identity.
- C8.g3 Art should create experiences for the senses and opportunities for surprise, wonder, interest, contemplation, reflection, humor, interaction and play.
- C8.g4 Art should provide shade structures at appropriate locations, particularly on the north side of the street.
- C8.g5 Commissioned works should exhibit superior craftsmanship and design, and be fabricated of durable, low maintenance materials using proven technologies. A range of signature pieces should include integrated urban design elements, architectural detailing and interactive features.
- C8.g6 Art should be sited to create areas of emphasis within the urban fabric while supporting the social function of each space.



Public Art



Design Guidelines



C8.g7 Selected artworks should include interactive elements allowing residents and visitors to walk through, play, sit on, and otherwise physically interact with the finished work.

C8.g8 Artwork, where appropriate, should be integrated into infrastructure and site furnishings (i.e. hardscape/landscape elements, building facades, tree grates, wayfinding devices, seating, etc.).

Standards

C8.s1 All plaza areas shall include public art.

C8.s2 Artwork shall be designed and sited to correlate with surrounding activity patterns.

D. Signage

D1 General Criteria

Guidelines

D1.g1 Signs should be located, sized, and designed for single or multiple uses so as to eliminate conflicts, predict the impact and effects of the signs on adjoining properties, avoid clutter and achieve the desired character of their application.

D1.g2 In an effort to limit the variety of sign types used on a single building along the corridor, the following combinations should be considered:

- One (1) wall sign per use; window signs limited to 10 percent of any window area; one (1) monument sign per building frontage, but awning signs, pole signs, or projecting signs are discouraged in this combination.

Design Guidelines

- Window signs limited to 20 percent of the window area, awning signs, and one (1) projecting sign per use, but wall signs, pole signs, or monument signs are discouraged in this combination.
- One (1) wall sign per use, one (1) projecting sign per use if located or designed so as not to visually conflict, window signs limited to 10 percent of any window area, but awning signs, pole signs, or monument signs are discouraged in this combination.

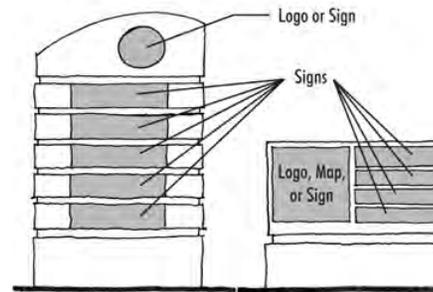
Standards

- D1.s1 Rehabilitated buildings shall provide a sign plan showing locations, sizes, heights, and probable design and illumination of all sign types to be used on the building or its site.

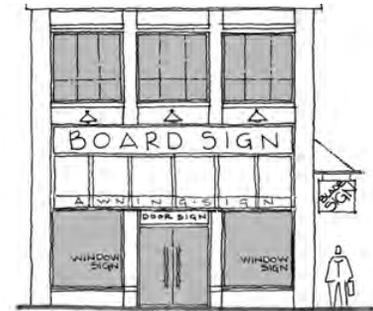
D2 General Number and Location of Signs

Guidelines

- D2.g1 Signs should be limited in number commensurate with the needs of the uses in the building.
- D2.g2 Signs should respect the architectural character and design of the building in their number and location.
- D2.g3 Sign clutter, where the number and size of signs dominate the storefront or façade of the building, should be avoided.



Signage examples



Awning sign



Projecting sign



Wall sign



Window sign

Standards

- D2.s1 Wall, window, awning, and projecting signs shall not be allowed above the ground floor with the exception of the following with the discretion of the design review committee:
- Painted, face-lit wall signs;
 - Internally lit channel letter signs and/or logos;
 - Painted wall murals with a minor component for the identification of a business;
 - One unlit window sign per business;
 - The extension of a ground floor projecting sign;
 - The name of the building integrated into the material and/or design of the facade; In no case shall an internally lighted, cabinet type wall sign be allowed above the ground floor.
- D2.s2 Signs shall not be located within the residential portion of the facade of any mixed use building.
- D2.s3 A maximum combination of three sign types shall be used for any building frontage. Such sign types are: wall, projecting, ground, window, awning, marquee and arcade.

D3 General Size and Height

Guidelines

- D3.g1 The size of signs should be related to the location and speed of movement of the typical person viewing the sign.

Standards

none in this section

Design Guidelines

D4. General Design and Illumination

Guidelines

- D4.g1 Signs should respect the architectural character and design of the building.
- D4.g2 Signs should be expressive of the activity, product, or use for which they are displayed.
- D3.g3 Signs should be compatible with existing residential uses.

Standards

- D4.s1 Materials for signs shall compliment the color, material and overall character of the architecture.
- D4.s2 Signs shall be constructed of high quality, durable materials. All materials must be finished to withstand corrosion. All mechanical fasteners shall be of hot-dipped galvanized steel, stainless steel, aluminum, brass or bronze.
- D4.s3 All conduits, transformers, and other equipment shall be concealed, and shall have UL ratings.
- D4.s4 Exterior lighting of signs shall be oriented down onto the face of the sign, not up from below to minimize night sky light pollution.
- D4.s5 Sign illumination shall not create objectionable glare to pedestrians, motorists, and adjoining residents.
- D4.s6 A business's corporate logo or typical sign design may be allowed by the design review committee. However, the design review committee shall retain complete control over the design, dimensions, location, number and type of the sign.
- D4.s7 Hand painted signs shall not be allowed, unless painted by a sign contractor specializing in hand painted or hand crafted signs.



Signs compliment color, material and character of architecture

Design Guidelines



Acceptable projecting wall sign



Wall sign with mounted letters

- D4.s8 Sign illumination shall be integrated into the design of the sign. Signs may be externally lit so long as the external lighting has been conceived and controlled as part of the sign design.
- D4.s9 Internally illuminated sign cabinets, either for wall or projecting signs, shall not have white or light colored back-lit translucent face panels.

D5 Wall Signs

Guidelines

- D5.g1 Wall signs should be integrated with the architecture of the building.
- D5.g2 In general, wall mounted sign cabinets should be discouraged.

Standards

- D5.s1 Wall signs shall be located within any sign areas clearly designed for signs on existing or proposed building facades.
- D5.s2 Lighted wall signs shall not be located at the top of a building's facade if the facade is higher than two stories and shall not directly face a residential neighborhood.
- D5.s3 Maximum wall sign size shall not be increased by an increase in sign height.
- D5.s4 No more than one wall sign shall be allowed per building.
- D5.s5 Wall signs shall not overlap, or generally conflict with important architectural features such as windows, cornices, belt courses, or other details.

Design Guidelines

- D5.s6 Wall signs located on the side wall of a building that faces a side property line, alley, or parking area (including a side property line along a street), shall not be lighted above the ground floor.
- D5.s7 Wall signs shall be composed of individually mounted letters, logos or icons without sign backing panels, or letters/logos mounted on a backing panel.
- D5.s8 Phone/Fax numbers on all signs, with the exception of window signs, shall not be allowed.
- D5.s9 Neon signs, except those located in a window, shall not be allowed.



Appropriately scaled lighting and signage

D6 Projecting Signs

Guidelines

- D6.g1 Projecting signs should not be closer than 50 feet apart, and no more than 3 for 300 feet of street frontage.

Standards

- D6.s1 Each use by right shall be limited to one projecting sign for each of that use's street frontage.
- D6.s2 Projecting signs shall not be located above the ground floor.
- D6.s3 All projecting sign structures on a building shall be located at the same height as the other sign structures.
- D6.s4 Projecting signs shall be located above or below non-signed awnings, but not in line with the awnings.



Desirable ground sign



Desirable window signs

- D6.s5 Projecting signs shall not be greater in size than 12 square feet per face or 24 square feet per sign.
- D6.s6 Projecting signs shall be externally lit. Internally lit sign cabinets are generally discouraged except where the sign face is composed of metal with back lit cut out letters or logos.

D7 Ground Signs

Guidelines

- D7.g1 Ground signs should be refined, creative and unique.
- D7.g2 'Designed' pole or post signs are encouraged when the vertical supports are integrated into the design of the sign.
- D7.g3 The design of a joint identification sign should be unified, uncluttered, easily readable, and of high quality. Ways to avoid a cluttered appearance are:
 - The sign text for most components is composed of the same type face and size.
 - The sign structure or frame is dominant enough or simple enough to visually organize varied components.
 - The sign has a clear hierarchy or importance in its components.

Standards

- D7.s1 Only one (1) monument or per street frontage sign shall be allowed per building. The monument sign may also be a joint identification sign.
- D7.s2 Ground signs shall have no more than one sign cabinet or backing panel.
- D7.s3 If lighted, monument signs should be externally lit with a shielded or directed light source.

D8 Window Signs

Guidelines

- D8.g1 Window signs should emphasize a window's transparency and sense of openness to the interior.

Design Guidelines

- D8.g1 Window signs should avoid clutter 1) within the text and graphic components of the window signs, and 2) in combination with the objects of view through the window.

Standards

- D8.s1 Window signs shall generally be located in the lower or upper 25 percent of the window area. Window signs may be located in the middle portion of the window, but should not substantially obscure the activities or displays beyond the window.
- D8.s2 Window signs should not be larger than 10 percent of each window or door area, except that window signs may be as large as 20 percent of each window area if no wall sign is provided.
- D8.s3 Storefront window signs shall be limited to either the tenant's name or logo. Operating hours may be applied onto the glass, but shall be kept small, preferably on the windows next to the front door.
- D8.s4 Window signs on glazing shall be either silk screened, back-painted, metal-leafed, or sand-blasted onto the glass. Vinyl letters are not allowed.



D9 Awning Signs

Guidelines

- D9.g1 Awning signs should be carefully controlled so as not to become substitutes for wall signs or projecting signs

Standards

- D9.s1 Each awning may have a sign printed on its valence.



Design Guidelines



Desirable awning signs



- D9.s2 Awning signs shall not be allowed above the ground floor. Awnings without signs may be allowed above the ground floor if they are compatible with the architecture.
- D9.s3 Awnings shall be consistent in color and visually balanced over the façade of the building.
- D9.s4 Standard residential type aluminum awnings shall not be used. Awnings shall be composed of non-combustible acrylic fabric.
- D9.s5 Back-lit translucent awnings with or without signs shall not be allowed. Shielded down lights within an awning that light only the paving under the awning may be acceptable.
- D9.s6 Entry canopies shall not be allowed if they extend more than 4 feet from the building face.
- D9.s7 Awning signs shall be located primarily on the awning valence that faces the street, not on a valence that is generally perpendicular to the street.
- D9.s8 If side panels are provided, such panels should not carry signs greater in area than 20 percent of the area of the awning sign panel.
- D9.s9 Text on awning valences shall not be greater than 8 inches high. A valence drop length shall be no greater than 12 inches.
- D9.s10 Awnings shall not extend vertically beyond a building's or storefront's individual bays.
- D9.s11 Awnings shall be composed of traditional forms, and compliment the window or bay within which it occurs. Straight, more steeply sloped awnings are preferred. Rounded 'barrel' awnings are discouraged. Rounded awnings designed to fit arched windows or bays are acceptable.

Appendix C
Illustrative Plans

Northern Sub-District Illustrative Plan

The Illustrative Plans are intended to guide elected officials, developers, and city staff on the character and form of redevelopment desired. They are not regulatory.



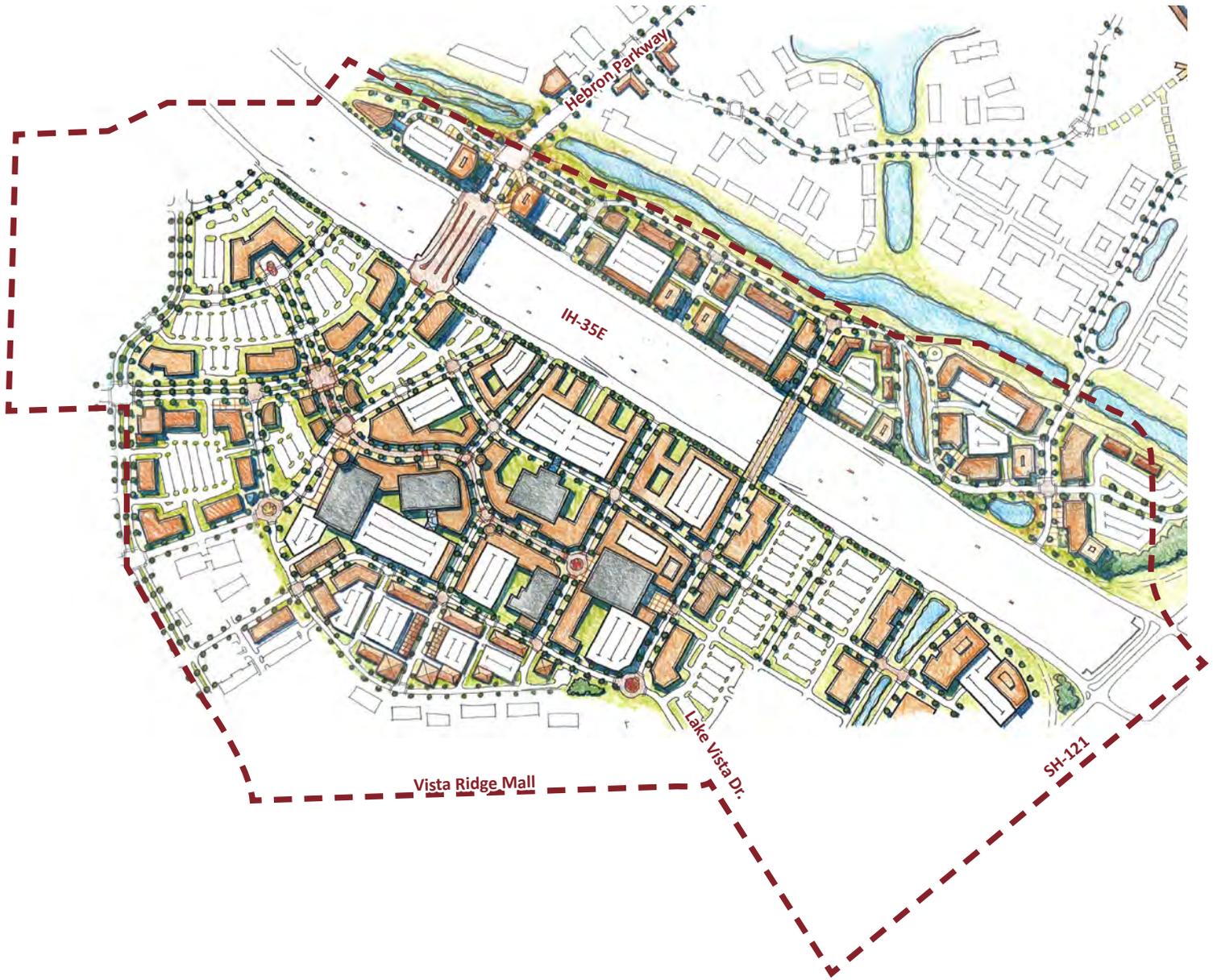
Main Street Sub-District Illustrative Plan



Central Sub-District Illustrative Plan

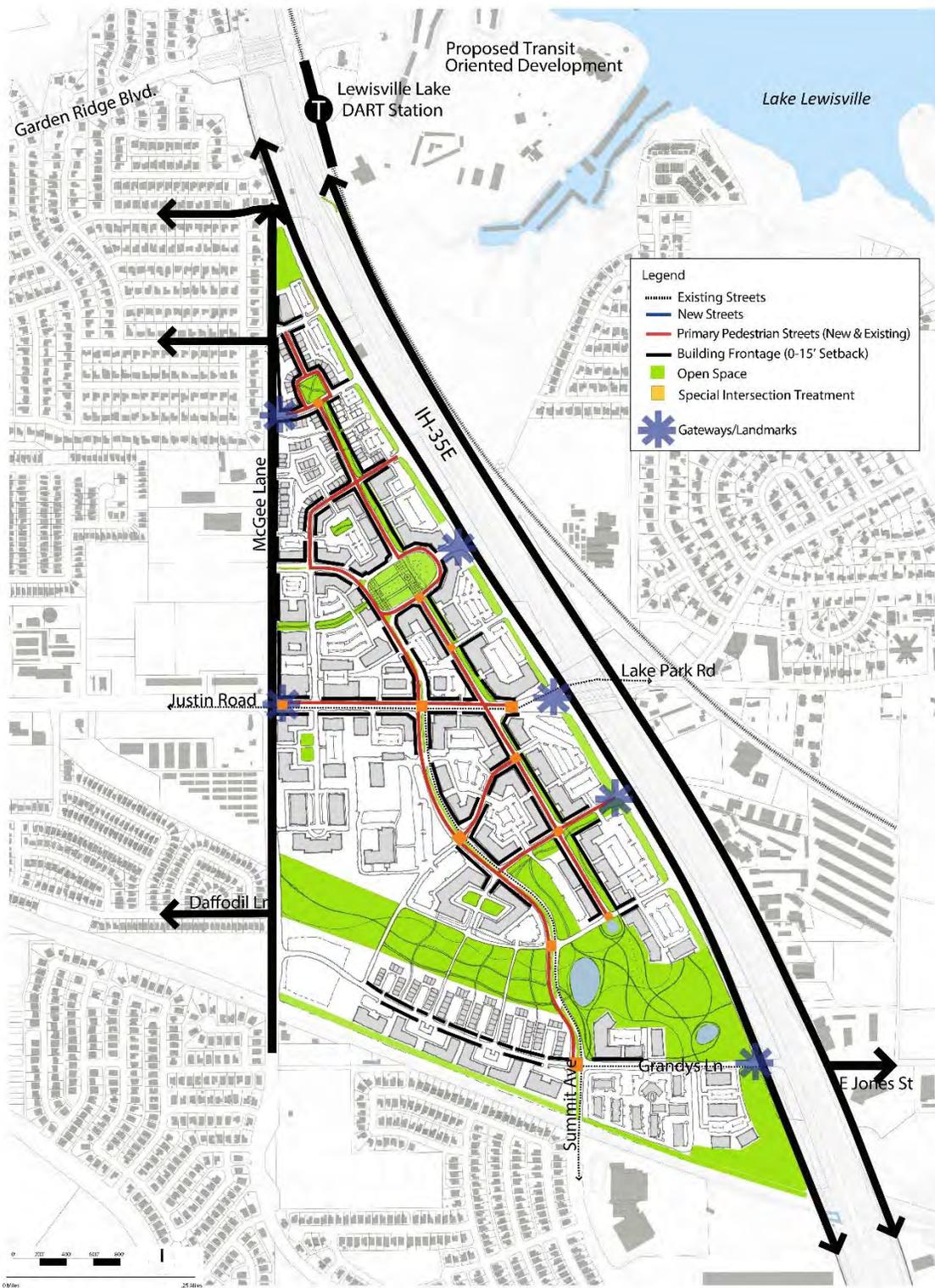


Southern Sub-District Illustrative Plan

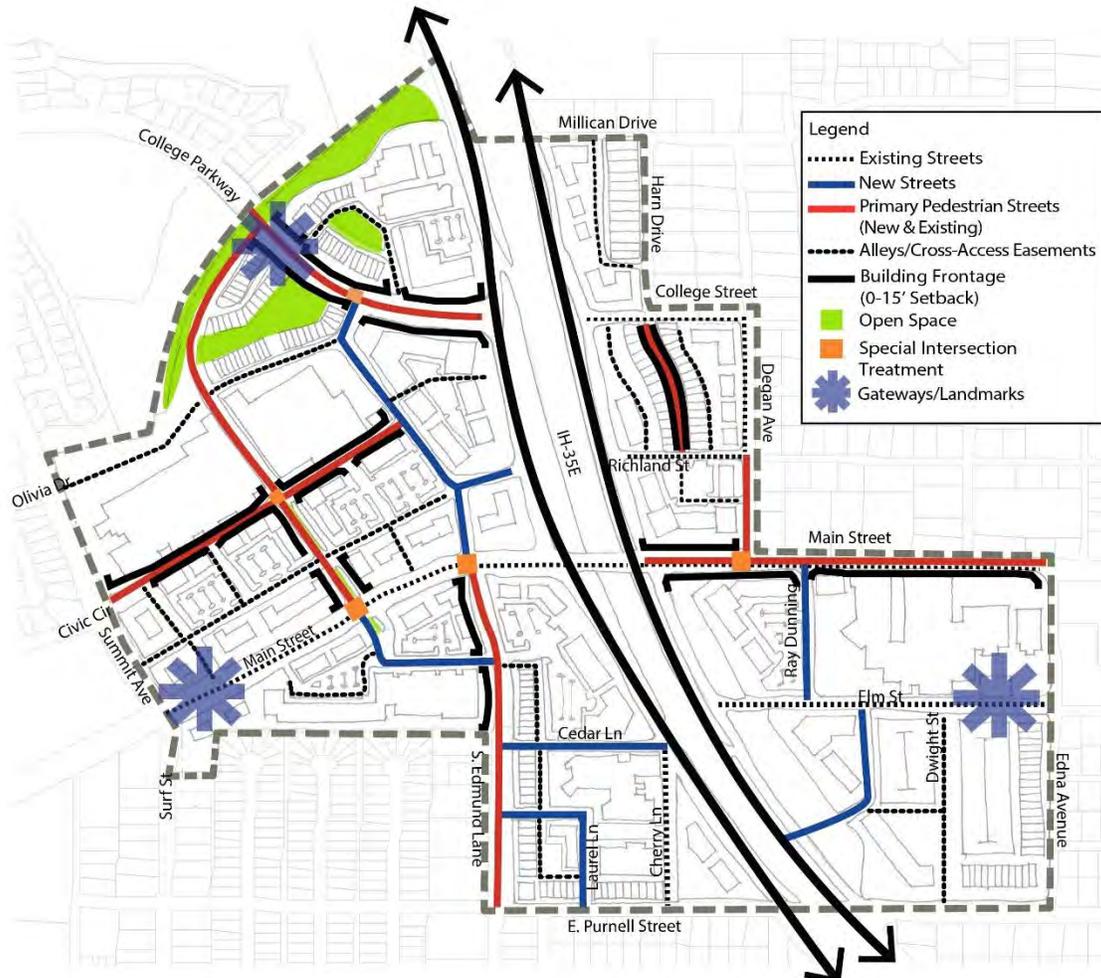


Appendix D
Framework Plans

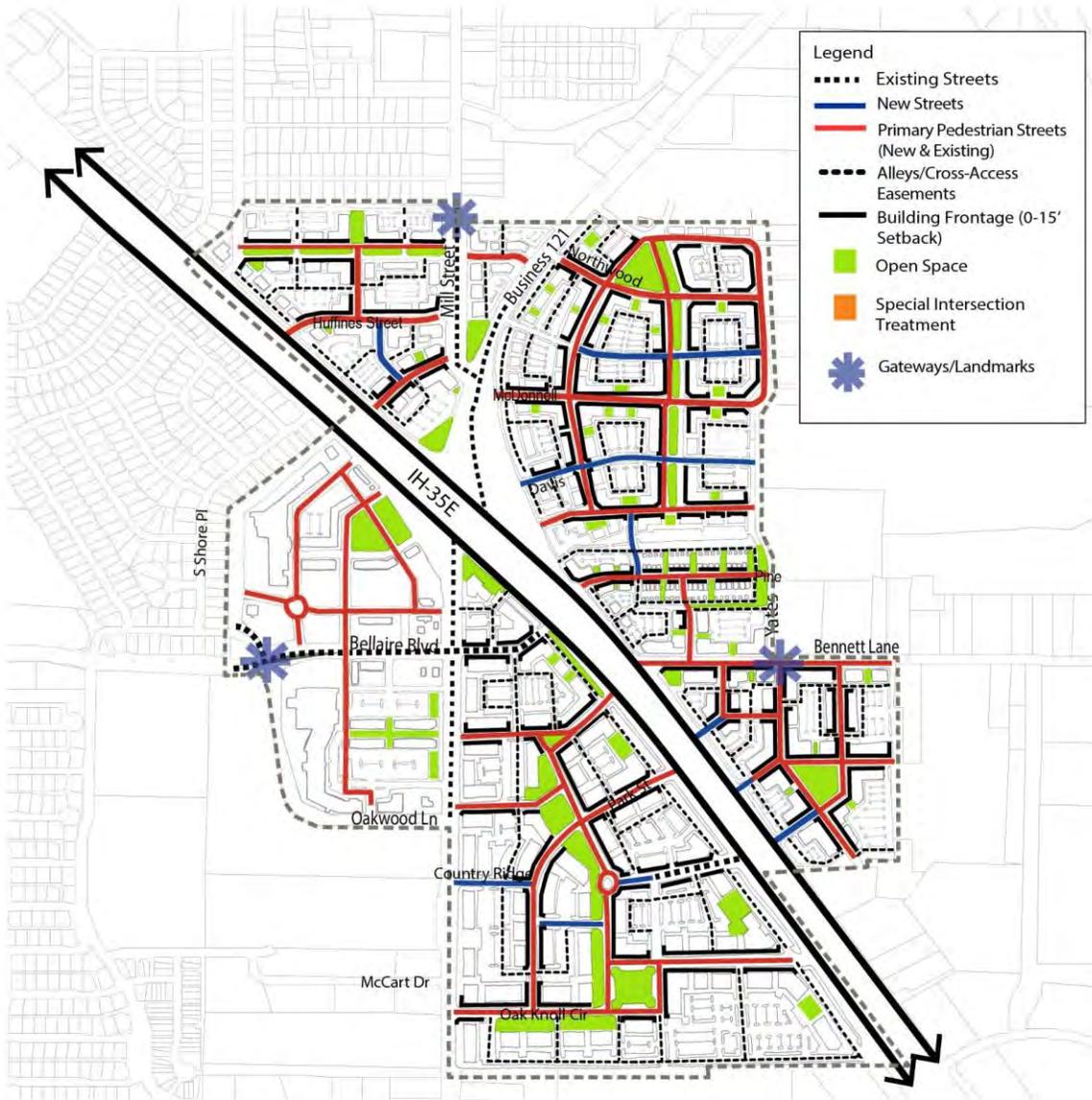
Northern Gateway Core Sub-District Framework Plan



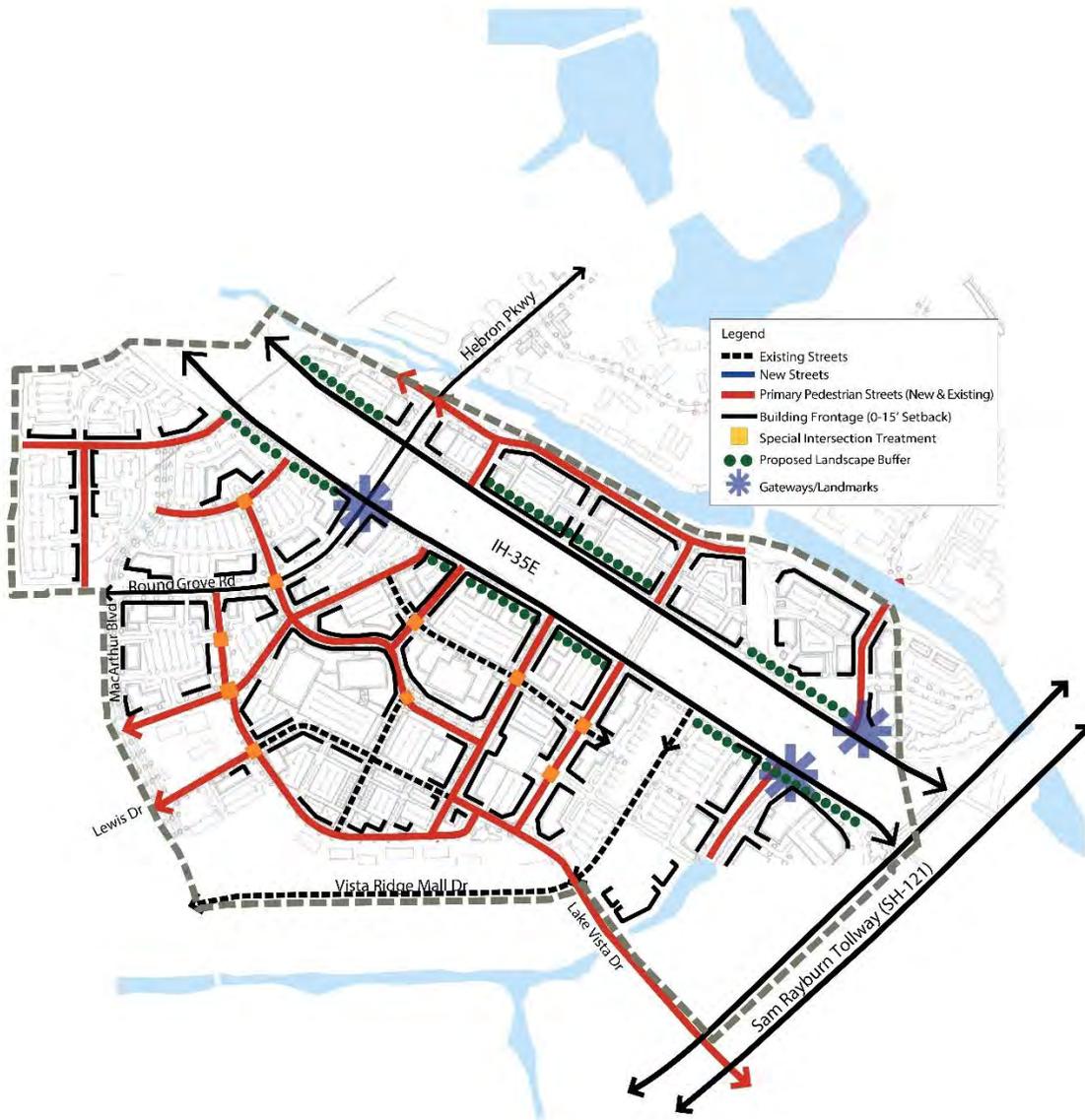
Main Street Core Sub-District Framework Plan



Central Core Sub-District Framework Plan

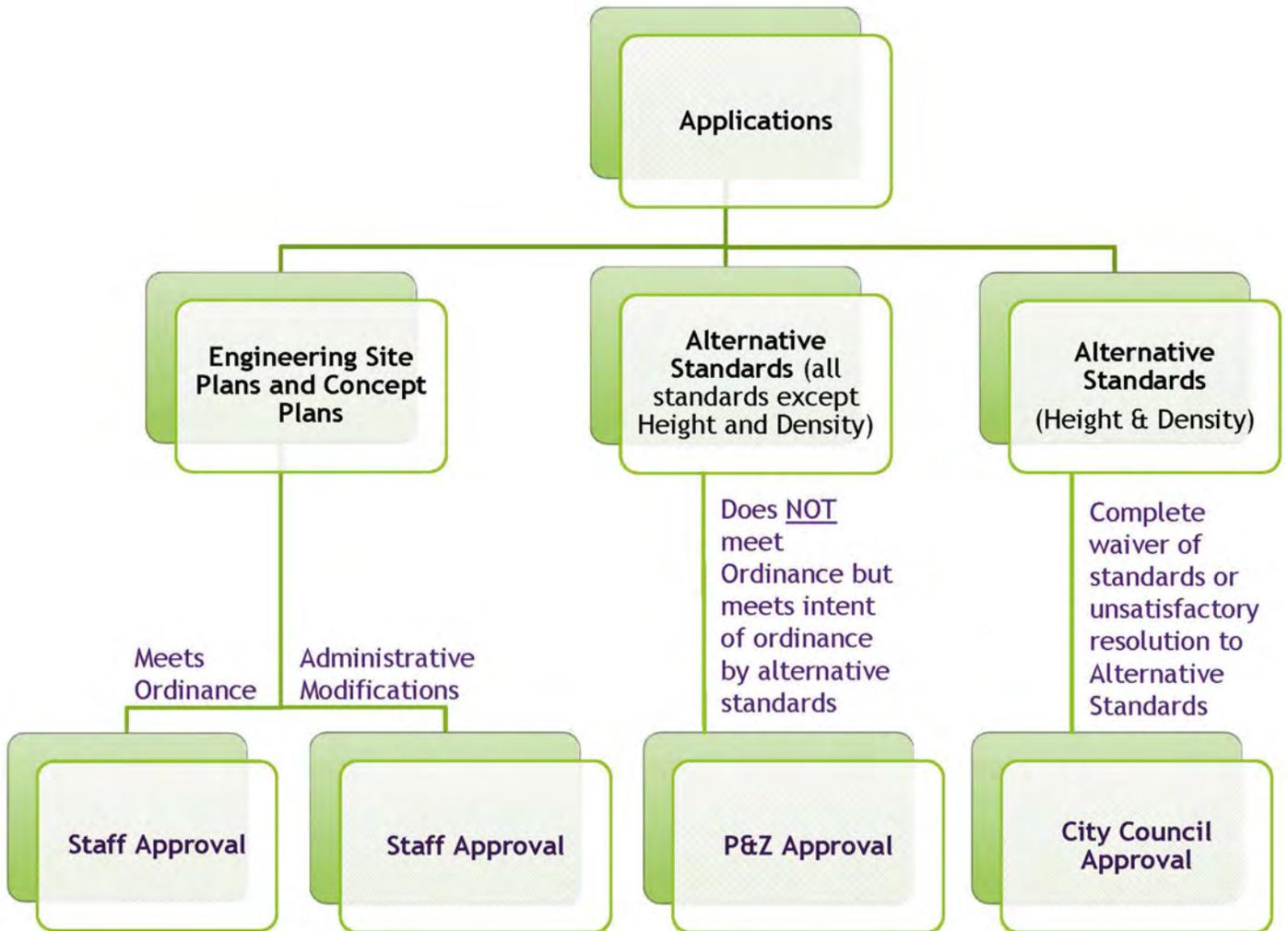


Southern Gateway Core Sub-District Framework Plan



Appendix E
Process Flow Chart

Process Flow Chart



Appendix F Street Design Standards

Street Types →	Parkway (Arterial)	Boulevard (Arterial or Collector)	Avenue (Collector)	Local Street		Alley	
				Commercial	Residential	Commercial	Residential
ROW*	100'	80'	60'	46'	40'	32'	18'
Design Speed	45 MPH	35-45 MPH	25-35 MPH	25 MPH	25 MPH	<20 MPH	<20 MPH
Travel or Pavement Zone							
Number of Lanes	6-4	4	2-3	2	2	2	1 Yield
Lane Widths**	11'	11'-10'	11'-10'	11'-10'	11'-10'	11'	Yield# (12'-15')
Median Required (Y/N; Min. Width)	Y (14'-16')	Y (12'-14')	N	N	N	N	N
On-Street Parking (Y/N)	N	Y	Y	Y	Y	N	Flexible
Parallel (8' min.)	-	Y	Y	Y	Y	-	-
Angled (60 degree, 18' min.)	-	Y	Y	Y	N	-	-
Head-in (20' min.)	-	N	N	Y [€]	N	-	-
On-Street Bike Lane***	-	Optional	Optional	Optional	-	-	-
Streetscape Zone							
Total Streetscape Zone							
Primary Pedestrian Street	12' (min.)	12' (min.)	12' (min.)	12' (min.)	12' (min.)	NA	NA
All other Streets	11' (min.)	11' (min.)	11' (min.)	11' (min.)	10' (min.)	NA	NA
Amenities/Furnishings Zone	6' (min.)	6' (min.)	6' (min.)	6' (min.)	4' (min.)	NA	NA
Parkway (Y/N)	Y	Y	Y	N	Y		
Landscape or Tree Wells (Y/N)	N	N	Y	Y	Y		
Sidewalk (clear width)^μ						-	-
Primary Pedestrian Street	6' (min.)	6' (min.)	6' (min.)	6' (min.)	6' (min.)		
All other Streets	5' (min.)	5' (min.)	5' (min.)	5' (min.)	5' (min.)		

*Min. ROW width provided, unless stricter standards are established in the city's adopted Thoroughfare Plan. Max. ROW widths will vary.

** Total pavement widths shall be sufficient for fire access

#Unless alley acts as a fire lane, then fire lane standards shall apply

€ Less than 6,000 cars/day and non Primary Pedestrian Street frontage

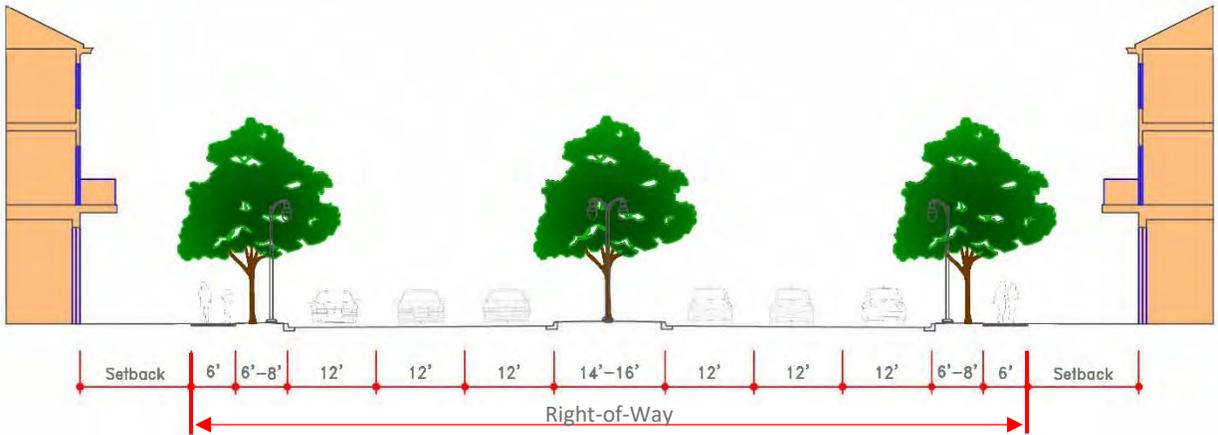
*** Shall be based on any adopted bike plans

^μ Any enhanced sidewalks shall meet the city's adopted Trail Plan standards

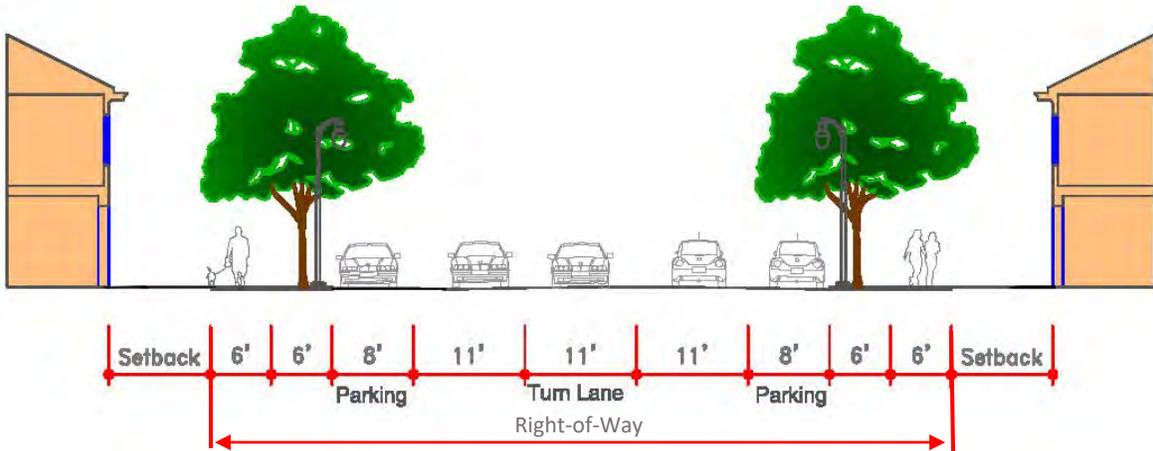
Example Cross Sections

The following street cross sections are examples developed from the Street Design Standard for Street types in the Corridor District. These are provided to show how elements can be combined. ROW widths shall be derived from the Master Thoroughfare Plan, where applicable, and Street Design Standards.

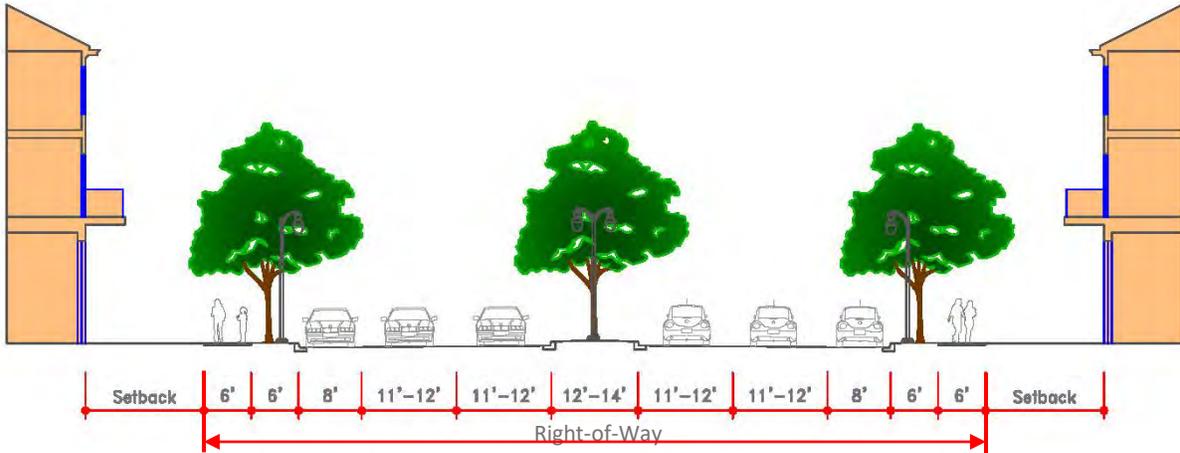
Parkway (arterial)



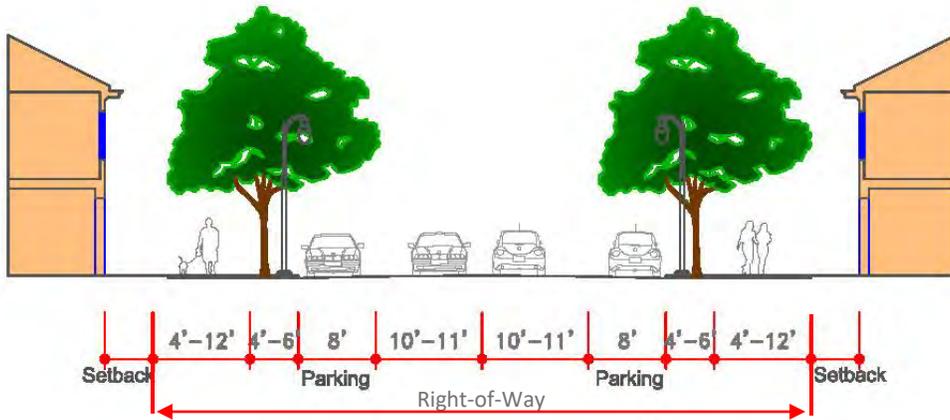
Boulevard (arterial or collector)



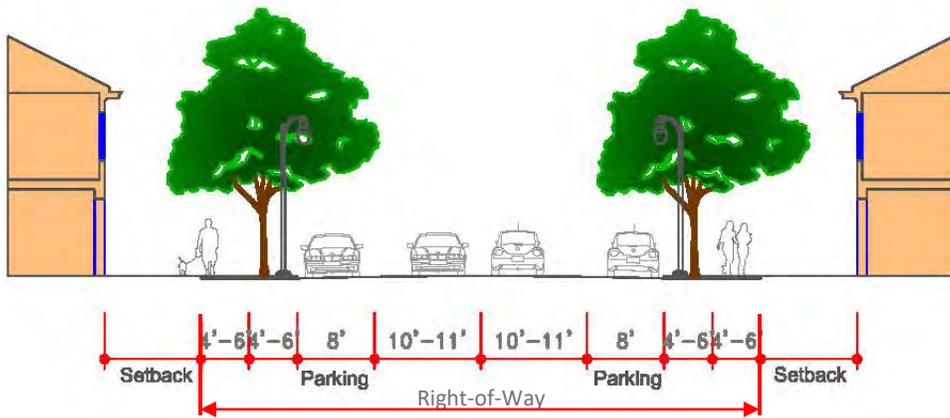
Avenue (collector)



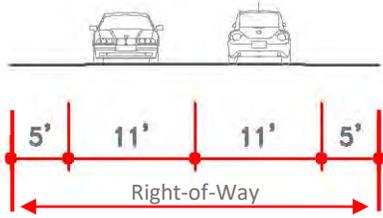
Commercial Street (Local Street)



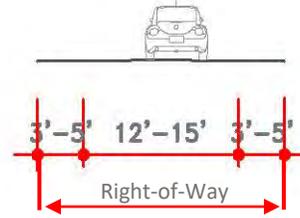
Residential Street (Local Street)



Commercial Alley



Residential Alley



Appendix G Approved Plant Material List

The following lists contain all species approved for use in the Corridor District. It contains native and acceptable adapted species. Other species that are drought tolerant and adaptive may be used for planting within the Corridor District with approval of an Administrative Modification.

CANOPY TREE LIST

<u>Common Name</u>	<u>Botanical Name</u>
Live Oak	<i>Quercus virginiana</i>
Red Oak *	<i>Quercus shumardi</i>
Bald Cypress	<i>Taxodium distichum</i>
Sweetgum	<i>Liquidambar styraciflua</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Lacebark Elm *	<i>Ulmus parvifolia</i>
Bigtooth Maple*	<i>Acer grandidentatum</i>
Caddo Maple	<i>Acer saccharum 'Caddo'</i>
Texas Ash*	<i>Fraxinus velutina 'Rio Grande'</i>
Bur Oak	<i>Quercus macrocarpa</i>
Chinquapin Oak	<i>Quercus muhlenbergii</i>
Escarpment Live Oak	<i>Quercus fusiformis</i>
Ginkgo	<i>Ginkgo biloba</i>
Pecan	<i>Carya illinoensis</i>

**Species appropriate for Amenity Zones*

ORNAMENTAL TREE LIST

<u>Common Name</u>	<u>Botanical Name</u>
Yaupon Holly	<i>Ilex vomatoria</i>
Crape Myrtle	<i>Lagerstromia indica</i>
Deciduous Yaupon	<i>Ilex decidua</i>
Southern Crabapple	<i>Malus app.</i>
Mexican Plum	<i>Prunus Mexicana</i>
Wax Myrtle	<i>Myrica carifera</i>
Chitalpa	<i>Chitalpa tashkentensis</i>
Deciduous Holly	<i>Ilex decidua</i>
Desert Willow	<i>Chilopsis linearis</i>
Eve's Necklace	<i>Sophora affinis</i>

SHRUBBERY LIST

<u>Common Name</u>	<u>Botanical Name</u>
Dwarf Nandina	<i>Nandina domestica 'nana'</i>
Dwarf Burford Holly	<i>Ilex cornuta 'burfordi nana'</i>
Abelia Grandiflora	<i>Abelia grandiflora</i>
Barberry	<i>Barberry spp.</i>
Yucca (Red, Yellow or Soft Tip)	<i>Hesperaloe parviflora</i>
Texas Sage	<i>Leucophyllum frutescans</i>
Indian Hawthorn	<i>Raphiolepis indica</i>
Dwarf Crape Myrtle	<i>Lagerstromia indica 'nana'</i>

Common Name

Dwarf Yaupon Holly
Pampas Grass
Black-Eyed Susan
Dwarf Wax Myrtle
Needlepoint Holly
Knockout Rose
Rosemary

Botanical Name

Ilex vomitorria 'nana'
Cortaderia selloana
Rudbeckia hirta
Myrica pusilla
Ilex cornuta 'Needle Point'
Rosa 'Knock Out'
Rosmarinus officinalis

GROUND COVER/VINES LIST

Common Name

Asian Jasmine
Big Blue Liriope
Mondograss
Purple Winter Creeper
Santolina
Trumpet Vine
Virginia Creeper
Lady Banks Rose
Confederate Jasmine
Crossvine
Evergreen Wisteria
Lantana 'New Gold'
Liriope 'Silver Dragon'
Prostrate Rosemary
Sweet Autumn Clematis

Botanical Name

Trachelosperum Asiaticum
Liriope muscari
Ophiopogon japonicus
Euonymum coloratus
Santolina virens
Campsis radicans
Parthenocissus quinquefolia
Rosa banksiaw lutea
Trachelospermum jasminoides
Bignonia capreolata
Millettia reticulata
Lantana camara 'New Gold'
Liriope muscari 'Silver Dragon'
Rosmarinus officinalis prostrata
Clematis terniflora

ORNAMENTAL GRASSES LIST

Common Name

Dwarf Fountain Grass 'Little Bunny'
Dwarf Maiden Grass
Fountain Grass
Inland Seaoats
Maiden Grass
Mexican Feather Grass
Muhly Grass
Weeping Lovegrass

Botanical Name

Pennisetum alopecuroides 'Little Bunny'
Miscanthus sinensis 'Adagio'
Pennisetum alopecuroides
Chasmanthium latifolium
Miscanthus sinensis 'Gracillimus'
Stipa tenuissima
Muhlenbergia capillaris
Eragrostis curvula

TURF

Common Name

Bermuda
St. Augustine
Zoysia

Botanical Name

Cynodon dactylon
Stenotaphrum secundatum
Zoysia tenuifolia

These plantings may be placed in Civic/Open Spaces or used to meet the landscaping requirements of the chapter. The applicant shall select drought tolerant, low maintenance, and adaptable shrubs and ground cover based on the placement on the site subject to approval by the city.

Appendix H - IH-35E Corridor Overlay District Boundary

The IH-35E Corridor Overlay District is defined as all land located within the area bounded by the following: Beginning at the southwest corner of the intersection of North Stemmons Freeway (IH-35E) and North Garden Ridge Boulevard, running westerly along the south right-of-way line of North Garden Ridge Boulevard to the northwest corner of a 3.221-acre tract of land out of the F. Pierce Survey, Abstract No. 1016 conveyed to IH-35 & Garden Ridge Acquisitions, LP, then southerly and easterly along the western and southern boundaries of said IH-35 & Garden Ridge Acquisitions, LP tract to the west right-of-way line of North Stemmons Freeway, (IH-35E), then southerly along the west right-of-way line of North Stemmons Freeway (IH-35E) and crossing Bogard Lane to the southeast corner of the intersection of Bogard Lane and McGee Lane, then southerly along the east right-of-way line of McGee Lane to the northeast corner of the intersection of McGee Lane and the KCS Railroad, then easterly along the north right-of-way line of the KCS Railroad to the northeast corner of the intersection of the KCS Railroad and North Summit Avenue, then southerly along the east right-of-way line of North Summit Avenue to the northwest corner of Lot 1, Block H, Valley Ridge Residential Addition, then easterly along the north boundaries of Lot 1, Block H, Valley Ridge Residential Addition and Lot 3, Block I, Valley Ridge Business Park West Phase 9 to the west right-of-way line of North Stemmons Freeway (IH-35E), then southerly along the east boundary and westerly along the south boundary of Lot 3, Block I, Valley Ridge Business Park West Phase 9, then westerly along the south boundary of Lot 1, Block H, Valley Ridge Residential Addition to the north right-of-way line of College Parkway, then crossing the right-of-way College Parkway in a southwesterly direction to the eastern corner of Lot 1, Block A, Parkway Estates Addition, then in a southwesterly direction along the eastern and southern boundaries of Lot 1, Block A, Parkway Estates Addition to the southeast corner of a drainage right-of-way dedicated on the final plat of Fireside Village Addition, then westward along the southern boundary of said drainage right-of-way to the eastern right-of-way line of North Summit Avenue, then southward along the east right-of-way line of North Summit Avenue crossing West Main Street and continuing southerly along the east right-of-way line of Surf Street to the southwest corner of Lot 3, Block B, Harbor Heights, then eastward along the south boundary of Lot 3, Block B, Harbor Heights to the southeast corner of said lot, then northward along the east boundary of Lots 3, 2, and 1A, Block B, Harbor Heights to the southwest corner of Lot 6 (PT), Valley Square, then easterly along the south boundary of Lots 6 (PT), 3 and 2, Valley Square to a point being the intersection of the south boundary of Lot 2, Valley Square and the northward extension of the western boundary of Lot 5, Block G, Quailcrest, then south across the public alley to the northwest corner of Lot 5, Block G, Quailcrest and continuing southerly along the west boundaries of Lots 5, 4B, 3, 2 and 1, Block G, Quailcrest to the north right-of-way line of West Purnell Street, then east along the north right-of-way line of West Purnell Street to the west right-of-way line of South Stemmons Freeway (IH-35E), then southeasterly along the west right-of-way line of South Stemmons Freeway (IH-35E) to the northwest corner of a 0.9759-acre tract of land out of the J. Sutton Survey, Abstract No. 1155 conveyed to Neville Texas Investments, LLC, then south along the west boundary of said Neville Texas Investments LLC tract and continuing south along the west boundary of a 4.0839-acre tract and an 8.141-acre tract, both out of the J. Sutton Survey, Abstract No. 1155 conveyed to AVB Ltd, to the north right-of-way line of Fox Avenue, then in a

southeasterly direction across the Fox Avenue right-of-way to the northwest corner of Lot 1, Block A, Fox Haven Addition, then south and easterly along the west boundary and south boundary of Lot 1, Block A, Fox Haven Addition to the west boundary of Lot 6R, Block A, Fox-IH35E Addition, then southeasterly, east, and northeasterly along the west, south and southeast boundaries of Lot 6R, Block A, Fox-IH35E Addition to the west right-of-way line of South Stemmons Freeway (IH-35E), then southeasterly along the west right-of-way line of South Stemmons Freeway (IH-35E) to the north-most corner of Lot 3 (PT), Block A, Lakeland Plaza Addition, then southwesterly and southerly along the northwest and west boundaries of Lots 3 (PT) and 1 (PT), Block A, Lakeland Plaza Addition to the northwest corner of Lot 1, Block A, Peppermint Addition, then south along the west boundary of Lot 1, Block A, Peppermint Addition to the north right-of-way line of Oakwood Lane, then easterly, southerly and easterly along the north, east and north right-of-way lines (following curves) of Oakwood Lane to the east right-of-way line of SH 121 Business, then south along the east right-of-way line of SH 121 Business to the southwest corner of Lot 1, Block A, Rider Addition, then east along the south boundaries of Lot 1, Block A, Rider Addition and Lot 1R, Block A, Bankston Nissan Addition to the west boundary of Lot 1, Block A, Lewisville Mitsubishi Addition, then south along the west boundaries of Lot 1, Block A, Lewisville Mitsubishi Addition and Lot 1, Block A, Toyota of Lewisville to the southwest corner of Lot 1, Block A, Toyota of Lewisville, then east along the south boundary of Lot 1, Block A, Toyota of Lewisville to the northwest corner of Lot 1A, Block C, Timber Creek Square Phase I, then south along the west boundary of Lot 1A, Block C, Timber Creek Square Phase I to the northeast right-of-way line of East Southwest Parkway, then southeasterly along the northeast right-of-way line of East Southwest Parkway to the south right-of-way line of East Corporate Drive, then southwesterly along the south right-of-way line of East Corporate Drive to the north most corner of Lot 2, Block C, Timber Creek Square Phase 2, then southeasterly along the northeast boundary of Lot 2, Block C, Timber Creek Square Phase 2 to the northwest corner of Lot 6, Block A, Vista Ridge Pointe Addition, then south along the west boundaries of Lot 6, Block A, Vista Ridge Pointe Addition and Lots 2 and 1A, Block B, Vista Ridge Village Addition Phase 3 to the north right-of-way line of Oakbend Drive, then in a southeasterly direction across the Oakbend Drive right-of-way to the northwest corner of Lot 1, Block A, Oakbend and Rockbrook Addition, then south and east along the west and south boundaries of Lot 1, Block A, Oakbend and Rockbrook Addition to the west boundary of Lot 4, Block A, Vista Ridge Village Addition Phase 2, then south along the west boundaries of Lots 4, 3 and 2, Block A, Vista Ridge Village Addition Phase 2 to the north right-of-way of East Round Grove (FM 3040), then east along the north right-of-way line of Round Grove Road (FM 3040) to the east right-of-way line of Mac Arthur Boulevard, then southerly along the east right-of-way line of MacArthur Boulevard to the north right-of-way line of SH 121, then easterly along the north right-of-way line of SH 121 to the east right-of-way line of Lake Vista Drive, then southerly and easterly along the east and north right-of-way line of Lake Vista Drive to the south most corner of Lot 1RA, Block L, Vista Ridge to the southwest corner of a 38.0408-acre tract of land out of the McKinney-Williams Survey, Abstract No. 936 conveyed to Dallas Gun Club, then east along the south boundary of said Dallas Gun Club tract and following the City of Lewisville corporate limit line along the south boundary of a 2.2-acre tract of land out of the McKinney-Williams Survey, Abstract No. 936 and conveyed to Denton County Levee Improvement District No. 1 and continuing east and following the City

of Lewisville corporate limit line along the south boundary of said Dallas Gun Club tract and continuing east following the City of Lewisville corporate limit line along the south boundary of a 5.8-acre tract of land out of the McKinney-Williams Survey, Abstract No. 936 conveyed to Denton County Levee Improvement District No. 1 and continuing east following the City of Lewisville corporate limit line along the south boundary of a 38.0408-acre tract of land out of the McKinney-Williams Survey, Abstract No. 936 conveyed to Dallas Gun Club to the west most southwest corner of Lot 6R, Block A, I-35 Boat City Addition, then east, south, easterly, northerly, west and north (following curves) along the south, west, south, east, north and east boundaries of Lot 6R, Block A, I-35 Boat City Addition to south corner of Lot 5, Block A, I-35 Boat City Addition, then northeasterly along the southeastern boundary of Lot 5, Block A, I-35 Boat City Addition to the west right-of-way line of South Stemmons Freeway (I-35E), then following the City of Lewisville corporate limit line northeasterly across the South Stemmons Freeway (IH-35E) right-of-way to the east right-of-way line of South Stemmons Freeway (IH-35E) then following the City of Lewisville corporate limit line northwesterly to the southeast corner of a 14.029-acre tract of land out of the McKinney-Williams Survey, Abstract No. 936 conveyed to City of Carrollton, then northwesterly and east following the City of Lewisville corporate limit line along the southwest, west and north boundaries of said City of Carrollton tract to the west boundary of 109.6-acre tract of land out of the J. Chowning Survey, Abstract No. 242 conveyed to City of Carrollton, then north following the City of Lewisville corporate limit line along the west boundary of said City of Carrollton tract to the west right-of-way line of the Dallas Area Rapid Transit (DART) railway, then northerly along the west right-of-way line of the Dallas Area Rapid Transit (DART) railway, crossing the SH 121 right-of-way, to the north right-of-way line of SH 121, then southwesterly along the north right-of-way line of SH 121 to the southeast corner of Lot 4 (PT), Block A, Arthur James Addition, then northwesterly along the northeastern boundary of Lots 4 (PT), 3 and 2, Block A, Arthur James Addition to the east right-of-way line of Arthur's Lane, then northwesterly across the Arthur's Lane right-of-way to northeast corner of Lot 8R, Block H, Lakepointe Phase 5, then northwesterly along the northeast boundary of Lots 8R, 7B (PT) and 7A (PT), Block H, Lakepointe Phase 5 to the southeast corner of Lot 3, Block H, Lakepointe Phase 1, then northwesterly and northeasterly along the southwest and northwest boundaries of Lot 3, Block H, Lakepointe Phase 1 to the northmost corner of Lot 3, Block H, Lakepointe Phase 1, then in a northeasterly direction across Lot 3, Block G, Lakepointe Phase 3 to the southeast corner of Lot 2R-1, Block G, Lakepointe Phase 3, then northeasterly along the southeast boundaries of Lots 2R-1 and 1R-1B, Block G, Lakepointe Phase 3 and continuing in a straight line across the right-of-way of Lakeside Circle to the north right-of-way line of Lakeside Circle, then northwesterly along the north right-of-way line of Lakeside Circle to the south corner of Lot 1R-2A, Block E, Lakepointe Phase 3, then northeasterly along the southeast boundaries of Lots 1R-2A and 1R-3, Block E, Lakepointe Phase 3 and Lots 1, 2R1, 3R1 and 4, Block A, Hebron Lakepointe Addition to the south right-of-way line of Hebron Parkway, then crossing the right-of-way of Hebron Parkway to the east corner of Lots 3B and 3C, Block D, Lakepointe Phase 3, then northwesterly and southwesterly along the northeast boundary of Lots 3B and 3C, Block D, Lakepointe Phase 3 and the northeast and northwest boundaries of Lots 3A (E PT) and 3A (W PT), Block D, Lakepointe Phase 3 to the northeast right-of-way line of Lakepointe Drive, then crossing the right-of-way of Lakepointe Drive to the southwest right-of-way line of Lakepointe Drive, then

northwesterly along the southwest right-of-way line of Lakepointe Drive to the south corner of the intersection of Lakepointe Drive and Waters Ridge Drive, then southwesterly along the southeast right-of-way line of Waters Ridge Drive to the west corner of Lot 7, Block A, Lakepointe West, then northwesterly across the right-of-way Waters Ridge Drive to the south corner of Lot 4A, Block B, Lakepointe Phase 2, then northwesterly, west and north along the southwest, south, and west boundaries of Lot 4A, Block B, Lakepointe Phase 2 to the south right-of-way line of Lakepointe Drive, then northwesterly along the south and west right-of-way line of Lakepointe Drive and crossing East Corporate Drive and continuing northwesterly along the southwest right-of-way line of Lakepointe Drive to a point being the intersection of the south right-of-way line of Lakepointe Drive and the southerly extension of the west boundary of Lot 5, Block A, Xerox Facility Addition, then north across the right-of-way of Lakepointe Drive to the southwest corner of Lot 5, Block A, Xerox Facility Addition, then north along the west boundary of Lot 5, Block A, Xerox Facility Addition to the south right-of-way line of Bennett Lane, then northeasterly across the Bennett Lane right-of-way to the southeast corner of a 0.963-acre tract of land out of the E. Aday Survey, Abstract No. 11 conveyed to City of Lewisville, then north to the northeast corner of said City of Lewisville tract then west along the north boundaries of said City of Lewisville tract; and continuing west, north and west along the north boundaries of a 1.926-acre tract of land out of the E. Aday Survey, Abstract No. 11 conveyed to City of Lewisville; Lot 1, Block A, Bennett Park Center; Lot 1, Block A, Octavi Hernandez Addition; a 0.75-acre tract of land out of the E. Aday Survey, Abstract No. 11 conveyed to Noblitt Living Trust; Lot 1, Block A, Tyson Estates; a 0.959-acre tract of land out of the E. Aday Survey, Abstract No. 11 conveyed to E&H Contractors; a 3.0-acre tract of land out of the E. Aday Survey, Abstract No. 11 conveyed to Rafael Corona; and a 3.027-acre tract of out of the E. Aday Survey, Abstract No. 11 conveyed to Nancy A. Stevens; to the east right-of-way line of Yates Street, then northerly along the east right-of-way line of Yates Street to the northwest corner of Lot 1, Block A, WRN Creekside Development Addition, then east, north and west along the south, east and north boundaries of a 57.3366-acre tract of land out of the J.W. King Survey, Abstract No. 695 conveyed to AMC Northwood, LLC, to the southwest corner of Lot 2, Block A, DCTA Maintenance Facility Addition, then north and east along the west and north boundaries of Lot 2, Block A, DCTA Maintenance Facility Addition to the southeast corner of 3R, Block A, Zander Place Addition, then north and northwesterly along the east and northeast boundaries of Lot 3R, Block A, Zander Place Addition to the southeast right-of-way line of SH 121 Business, then continuing in a straight line northwest across the SH 121 Business right-of-way to the northwest right-of-way line of SH 121 Business, then southwesterly along the northwest right-of-way line of SH 121 Business to the west corner of the intersection of SH 121 Business and McKenzie Street right-of-ways, then west along the south right-of-way line of McKenzie Street to the northeast corner of Lot 7, Block 10, McKenzie-Hembry Addition, then southerly, westerly and southerly along the east boundary of Lot 7, Block 10, McKenzie-Hembry Addition to the northeast corner of a 1.45-acre tract of land out of the J.W. King Survey, Abstract No. 695 conveyed to City of Lewisville, then southwesterly along the southeast boundaries of said City of Lewisville tract to the north-most corner of a 2.44-acre tract of land out of the J.W. King Survey, Abstract No. 695 conveyed to City of Lewisville, then southeasterly, southwesterly, westerly and northwesterly along the northeast, southeast, south and southwest boundaries of said City of Lewisville tract to the east right-of-way line of South Mill Street, then north along the east

right-of-way line of South Mill Street to the northeast corner of South Mill Street and Mesquite Street, then westerly across the South Mill Street right-of-way to the northeast corner of a 0.482-acre tract of land out of the E. Pickett Survey, Abstract No. 1014 conveyed to Lebz Brothers Inv. LLC, then west and south along the north and west boundaries of said Lebz Brothers Inv. LLC tract to the north right-of-way line of Yale Avenue, then southerly across the Yale Avenue right-of-way to the northwest corner of Lot 17, Block A, Termin, then south along the west boundaries of Lot 17, Block A, Termin and continuing southerly along the west boundary of a 0.45-acre tract of land out of the E. Pickett Survey, Abstract No. 1014 conveyed to Reid M. Anderson to the north right-of-way line of Harvard Avenue, then south across the Harvard Avenue right-of-way to the northwest corner of a 0.441 acre tract of land out of the E. Pickett Survey, Abstract No. 1014 conveyed to Bruce Properties LLC, then south along the west boundary of said Bruce Properties LLC tract to the north boundary of Lot 1, Block A, Batterton Addition, then west along the north boundaries of Lot 1, Block A, Batterton Addition and continuing west along the north boundaries of Lot 2, Block B, Huffines Dodge Addition, and a 3.7969-acre tract of land out of the E. Pickett Survey, Abstract No. 1014 conveyed to 1090 St. Charles Property, LLC, to the east right-of-way line of South Charles Street, then west across the South Charles Street right-of-way to the west right-of-way line of South Charles Street, then south along the west right-of-way line of South Charles Street to the north corner of a 0.711-acre tract of land out of the E. Pickett Survey, Abstract No. 1014 conveyed to Michael & Hiyasmin Noyes, then southwesterly along the northwest boundary of said Noyes tract to the east corner of Lot 9, Block B, Lakeland Terrace 1, then northwesterly along the northeast boundary of Lot 9, Block B, Lakeland Terrace 1 to the north corner of Lot 9, Block B, Lakeland Terrace 1, then northwesterly across the Lake Shore Drive right-of-way to the west right-of-way line of Lake Shore Drive, then north along the west right-of-way line of Lake Shore Drive to the southwest corner of Lake Shore Drive and Harbor Drive, then westerly, northwesterly and northerly along the south, southwest and west right-of-way line of Harbor Drive to the southwest corner of Harbor Drive and Lake Haven Drive, then north across the Lake Haven Drive right-of-way to the north right-of-way line of Lake Haven Drive, then northwesterly along the northeast right-of-way line of Lake Haven Drive to the east corner of Lake Haven Drive and Fox Avenue, then northeasterly across the right-of-way of Fox Avenue to the southeast corner of Lot 9, Block 4, James Degan, then westerly along the south boundaries of Lots 9, 8, 7, 6, 5, 4, 3 and 2 (PT), Block 4 James Degan to the northeast right-of-way line of South Stemmons Freeway (IH-35E), then northwesterly along the northeast right-of-way line of South Stemmons Freeway (IH-35E) to the northeast corner of South Stemmons Freeway (IH-35E) and West Purnell Street, then east along the north right-of-way line of West Purnell Street to the northwest corner of West Purnell Street and South Edna Avenue, then north along the west right-of-way line of South Edna Avenue to the southwest corner of South Edna Avenue and West Main Street, then north across the West Main Street right-of-way to the north right-of-way line of West Main Street, then west along the north right-of-way line of West Main Street to the northwest corner of West Main Street and Degan Avenue, then north along the west right-of-way line of Degan Avenue to the northwest corner of Degan Avenue and West College Street, then west along the north right-of-way line of West College Street to the northwest corner of Harn Drive, then north along the west right-of-way line of Harn Drive to the southwest corner of Harn Drive and Millican Drive, then north across the Millican Drive right-of-way to the north right-of-way line of

Millican Drive, then east along the north right-of-way line of Millican Drive to the southwest corner of Lot 18, Block E, Lewisville Park Estates, then north along the west boundaries of Lots 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2 and 1, Block E and Lots 1-5, Block A Lewisville Park Estates to the northwest corner of Lot 5, Block A, Lewisville Park Estates, then east along the north boundaries of Lots 5-12, Block A, Lewisville Park Estates to the northeast corner of Lot 12, Block A, Lewisville Park Estates, then northeasterly across two drainage right-of-way lots to the southeast corner of Lot 3A, Block A, Valley Ridge Business Park East, then north along the east boundary of Lot 3A, Block A, Valley Ridge Business Park East to the northeast corner of Lot 3A, Block A, Valley Ridge Business Park East, then northwesterly across the Valley Ridge Boulevard right-of-way to the southeast corner of Lot 3, Block B, Valley Ridge Business Park East, then north along the east boundary of Lot 3, Block B, Valley Ridge Business Park East to the northeast corner of Lot 3, Block B, Valley Ridge Business Park East, then westerly along the south right-of-way line of the KCS railway to east corner of Lot 1, Block A, May Trailer Sales Addition, then northwesterly across the KCS Railway right-of-way to the southeast corner of Lot 3, Block A, Butler Addition, then north along the east boundaries of Lot 3, Block A, Butler Addition and Lot 1, Block A, Denton County Addition to the south right-of-way line of West Jones Street, then northerly across the West Jones Street right-of-way to the southeast corner of Lot 2R1, Block A, Fairway Business Park, then north along the east boundary and west along the north boundary of Lot 2R1, Block A, Fairway Business Park to the east boundary of Lot 1, Block A, Phil Dill Jr Addition, then north along the east boundaries of Lot 1, Block A, Phil Dill Jr Addition and Lot 2, Block A Lewisville Boat Storage Addition (PT) to the southwest right-of-way line of the Dallas Area Rapid Transit (DART) railway, then northwesterly along the southwest Dallas Area Rapid Transit (DART) railway right-of-way line to the northwest corner of Lot 2, Block A, Franklin Street Addition, then northeasterly across the Dallas Area Rapid Transit (DART) railway right-of-way to the southeast corner of Lot 1, Block A, CB Green Addition, then north along the east boundary of Lot 1, Block A, CB Green Addition to the south right-of-way line of Lake Park Road, then north across the Lake Park Road right-of-way to the north right-of-way line of Lake Park Road, then west along the north right-of-way line of Lake Park Road to the southeast corner of a 3.2258-acre tract of land out of the P.K. Waggoner Survey, Abstract No. 1342 conveyed to the James C. Holmes Family Trust, then north along the east boundary of said James C. Holmes Family Trust tract to southeast corner of Lot 2, Block A, Callmark Addition, then north and westerly along the east and north boundaries of Lot 2, Block A, Callmark Addition and continuing westerly along the north boundary of Lot 1, Block A, Callmark Addition to the east right-of-way line of Oakridge Boulevard, then northwesterly across the Oakridge Boulevard right-of-way to the west right-of-way line of Oakridge Boulevard, then south along the west right-of-way line of Oakridge Boulevard to the northeast corner of Lot 30A, Block A, Oakridge Park Estates Section G, then northwest, west and south along the northeast, north and west boundaries of Lot 30A, Block A, Oakridge Park Estates Section G to the northeast right-of-way line of the Dallas Area Rapid Transit (DART) railway, then crossing the Dallas Area Rapid Transit (DART) railway right-of-way in a southwesterly direction and continuing northwesterly along the southwest right-of-way line of the Dallas Area Rapid Transit (DART) railway to the southwest corner of the Dallas Area Rapid Transit (DART) railway right-of-way and North Garden Ridge Boulevard, then westerly across the North Stemmons Freeway (IH-35E) right-of-way to the point of beginning.

EXHIBIT 3

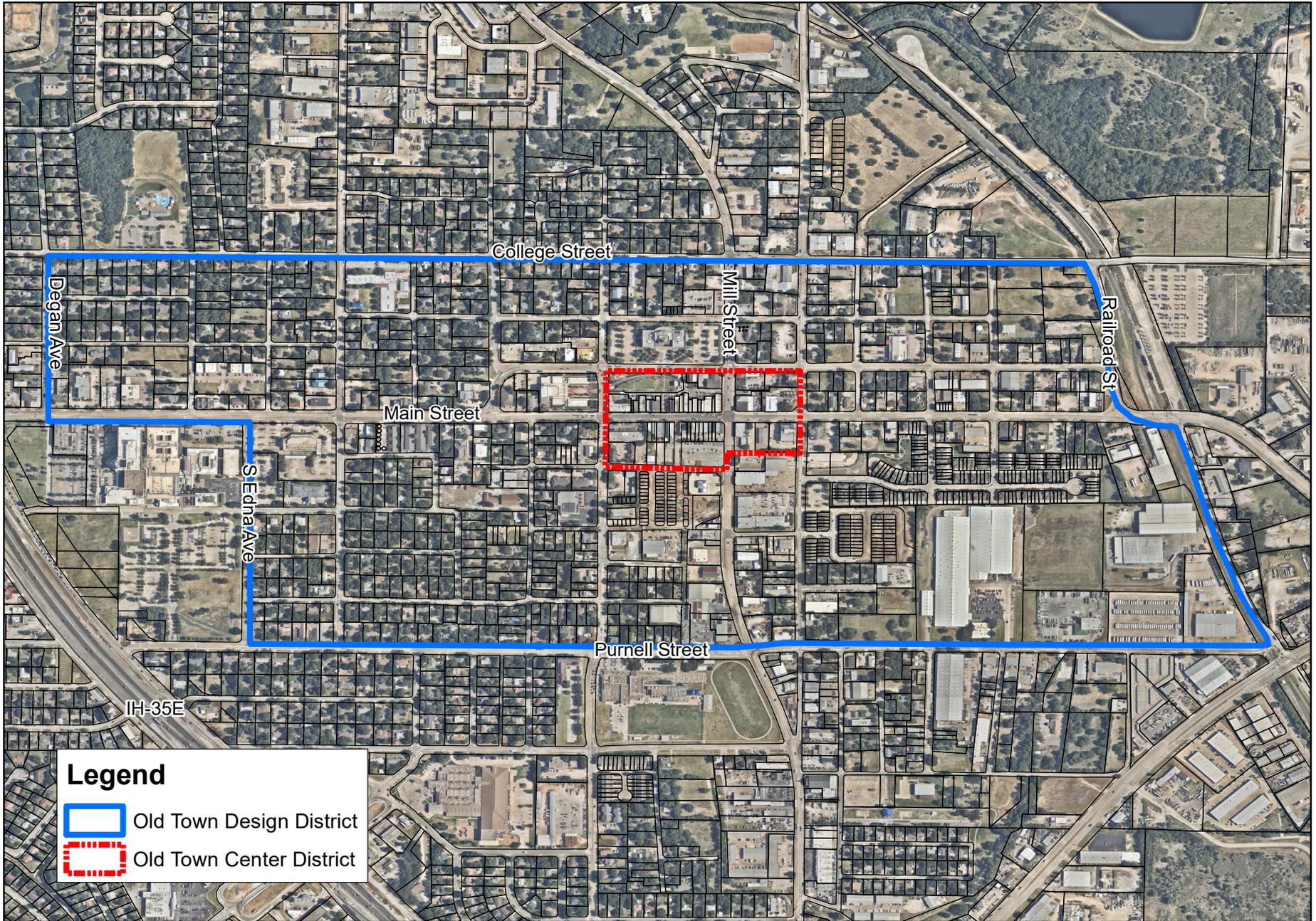


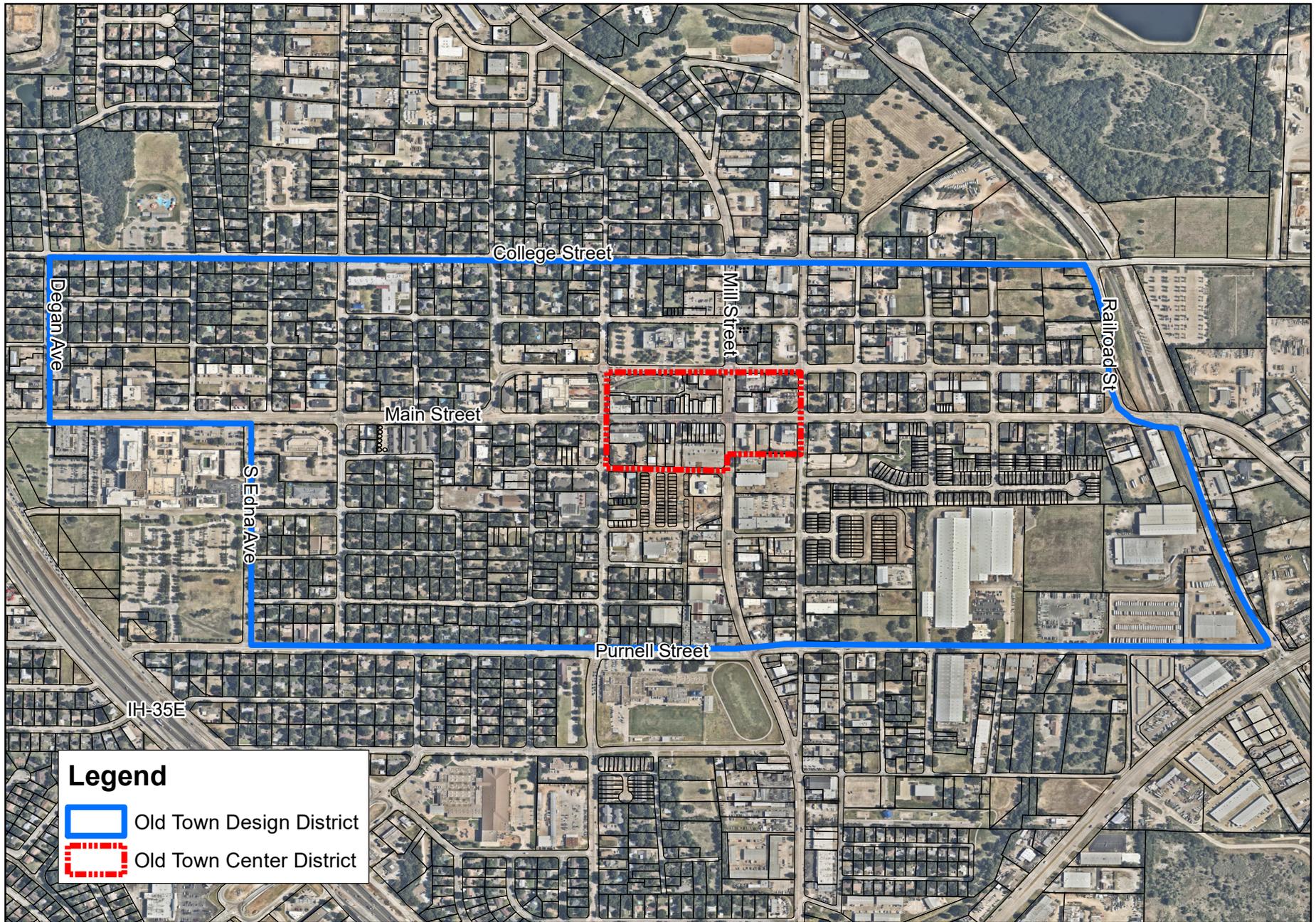
EXHIBIT 4

APPENDIX B

- **OLD TOWN CENTER DESIGN DISTRICT AND OLD TOWN DESIGN DISTRICT BOUNDARIES.**
- **LOCATIONAL MAP OF DISTRICT BOUNDARIES.**

The Old Town Center Design District is defined as all land located within the area bounded by the following: Beginning at the southeast corner of the intersection of West Church Street and North Charles Street, running easterly along the southern right-of-way of Church Street to the southwest corner of the intersection of East Church Street and North Kealy Street, then southerly along the western right-of-way of Kealy Street to the north property line of Lot 1 A, Block A of the Christian Community Action Addition, then westerly along the north property line of Lot 1 A to the northeast corner of Lot 1 R, Block A of the MHJ Sonic Addition, then westerly along the north property line of Lot 1 R to the easterly right-of-way of South Mill Street, continuing westerly across South Mill Street to the western right-of-way of South Mill Street, then southerly to the northwest corner of Elm Street and South Mill Street, then westerly along the northern right-of-way of Elm Street to the northeast corner of the intersection of Elm Street and South Charles Street, then northerly along the eastern right-of-way of Charles Street to the southeast corner of the intersection of North Charles Street and West Church Street.

The Old Town Design District is defined as all land located within the area bounded by the following: Beginning at the southeast corner of the intersection of West College Street and Degan Avenue, running easterly along the southern right-of-way of College Street to the southwest corner of the intersection of East College Street and the railroad right-of-way, formerly owned by M.K.T., then southerly along the western railroad right-of-way to the northwest corner of the intersection with Purnell Street, then westerly along the northern right-of-way of the Purnell Street to the northeast corner of the intersection with South Edna Avenue, then northerly along the eastern right-of-way of South Edna Avenue to the southeast corner of the intersection with West Main Street, then westerly along the southern right-of-way of West Main Street to the southeast corner of the intersection with Degan Avenue, then northerly along the eastern right-of-way of Degan Avenue to the southeast corner of the intersection of West College Street and Degan Avenue. The Old Town Center Design District as defined above is excluded from this section.



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Thomas Quinn, Emergency Administration Manager

VIA: Melinda Galler, Assistant City Manager

DATE: April 26, 2018

SUBJECT: **Approval of a Bid Award to Global 7/Texas A&M Engineering and Extension Service (TEEX), Edmond, Oklahoma and College Station, Texas to Design, Conduct and Evaluate a Full-Scale Terrorism Related Exercise, in the Amount of \$58,000, and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The City of Lewisville was awarded \$65,000 from the State of Texas Office of the Governor's Homeland Security Grants Division under the FY17 Urban Area Security Initiative (UASI) grant program on October 18, 2017, to develop a full-scale exercise focused on a terrorism related scenario. The intent of the UASI grant program is to support local efforts in preparing for threats and hazards that pose risk to the community, and to improve the regional ability to prevent, protect against, mitigate, respond to and recover from acts of terrorism. The City of Lewisville posted a solicitation for proposal on January 19, 2018 and proposals were due on February 8, 2018.

ANALYSIS

Of the seven (7) proposals reviewed, analyzed and scored by the Office of Emergency Management and evaluation committee, Global 7/Texas A&M Engineering and Extension Service (TEEX) was selected in the amount of \$58,000 to perform a "planning service" to design, conduct, and evaluate a full-scale exercise focused on a terrorism related scenario in accordance with Homeland Security Exercise Evaluation Program guidelines. This full-scale exercise will evaluate the City's emergency disaster response plans, identify gaps in the response capabilities, and allow for targeted areas of improvement that will result in a more prepared and resilient community. The project fund is G/L Account Inquiry 270.70.276.600.4361 - Contract Obligations.

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: April 24, 2018

SUBJECT: **Approval of a Bid Award to Global 7/Texas A&M Engineering and Extension Service (TEEX), Edmond, Oklahoma and College Station, Texas to Design, Conduct and Evaluate a Full-Scale Terrorism-Related Exercise, in the Amount of \$58,000, and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

A request for sealed proposals was created and posted on Bidsync.com January 19, 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 8, 2018 and seven (7) 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 Thomas Quinn, Emergency Administration Manager, Matthew LaMunion, Emergency Management Specialist, Jay Powel, Assistant Police Chief, Mark McNeal, Assistant Fire Chief, and Tracey Ogurek, Purchasing Agent. Each proposal was evaluated using the following criteria:

Price	30%
Qualifications and Experience	30%
Methodology and Approach	30%
Interview	10%

At the conclusion of the evaluation, Global7/Texas A&M Engineering and Extension Service (TEEX) received the highest score.

RECOMMENDATION

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

EVALUATION OF RFP #18-25-P CONSULTANT FOR A FULL-SCALE EXERCISE OF A TERRORISM-RELATED SCENARIO

		Global 7 & TEEEX Edmond, OK & College Station, TX	Centuriion Solutions LLC College Station, TX	Emergency Planning Solutions, LLC Beloit, WI	Hagerty Consulting, Inc. Austin, TX	Emergency Preparedmess Solutions, LLC Utica, NY	All Clear Emergency Management Group, LLC Raleigh, NC	Integrated Solutions Consulting Dallas, TX
Proposal Cost		\$58,000.00	\$63,689.00	\$64,404.00	\$64,812.00	\$64,950.00	\$65,000.00	\$65,000.00
Criteria:	POINTS							
Qualifications and Experience	30	25	20	19	25	19	24	22
Methodology and Approach	30	25	25	18	26	28	27	24
Pricing	30	30	27	27	27	27	27	27
Interview	10	10	NA	NA	10	NA	10	NA
TOTAL POINTS	100	90	72	64	88	74	88	73

PROFESSIONAL SERVICES AGREEMENT
for
CONSULTANT FOR FULL-SCALE EXERCISE
OF TERRORISM-RELATED SCENARIO

By this agreement (the "Agreement"), the City of Lewisville, Texas (the "City"), hereby engages Global 7 and the Texas A&M Engineering and Extension Service, also referred to as "TEEX" (jointly, the "Consultant"), to perform professional services in connection with consulting services to provide a full-scale exercise of a terrorism-related scenario in the City (the "Project").

- I. **PROJECT.** The Project is described as follows: to provide consulting services in order to design, conduct, and evaluate a full-scale exercise, terrorism-related scenario for the City in accordance with HSEEP (Homeland Security Exercise and Evaluation Program) guidelines, utilizing the After-Action Report and Improvement Plan from the 2016 DCTA Full Scale Exercise active shooter exercises, and other city input and reports.

- II. **SCOPE OF SERVICES.** The scope of services for this Project shall include all services and deliverables outlined in the City's Request for Proposals ("RFP"), attached hereto as **Exhibit A**, and the Consultant's Proposal (the "Proposal"), attached hereto as **Exhibit B**. Consultant shall furnish or cause to be furnished all personnel, labor, equipment, tools, materials, supervision, supplies and all other items necessary to successfully and timely complete the Project in accordance with this Agreement, except where the participation of City staff is required, as outlined in the Proposal (**Exhibit B**). All services and deliverables shall be delivered under the terms outlined in the RFP (**Exhibit A**).

- III. **AGREEMENT DOCUMENTS.** This 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 RFP, attached as **Exhibit A**
 - C. The Proposal, attached as **Exhibit B**

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**, shall prevail in the order listed.

- IV. **COMPENSATION.** The Consultant shall invoice the City in the amount of \$58,000.00 as outlined in the Proposal (**Exhibit B**) after the Project is completed in full. Invoices shall be submitted by cover letter from the Consultant. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay

interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

- IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with the RFP (**Exhibit A**). All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved *prior to commencement of work*. The Consultant shall also review and forward certificates covering sub-consultants.
- V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, 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 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.

- VIII. TIME OF COMPLETION.** A project schedule, as shown in the Proposal (**Exhibit B**), is hereby included in this Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control. The City and the Consultant may agree to an amended project schedule in writing, but the Project, including the provision of all deliverables, shall be fully completed by June 1, 2019.
- IX. TERMINATION.** This Agreement may be terminated by the City in accordance with the RFP (**Exhibit A**), or by the City without cause at any time prior to completion of the Consultant's services, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- X. CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
- XI. GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
- XII. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- XIII. PROTECTION OF RESIDENT WORKERS.** The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the

City's expense.

- XIV. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
- XV. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
- XVI. SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
- XVII. DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is

contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

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

XIX. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that 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.

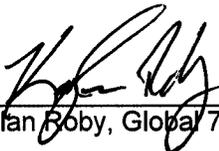
XX. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

By: _____
Donna Barron, City Manager

Date: _____

Attest: _____
Julie Worster

By:  _____
Kaylan Roby, Global 7 EH&S, Controller

Date: 4/24/18

Attest:  _____
Rhonda McMillan

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2018-344539

Date Filed:
 04/25/2018

Date Acknowledged:

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

Global 7 Environmental Health and Safety Corporation
 Edmond, OK United States

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

City of Lewisville

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

TBD
 Emergency Response Training

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Lewisville	Lewisville, TX United States	X	

5 Check only if there is NO Interested Party.

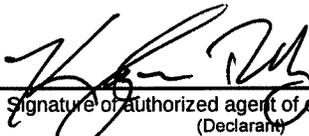
6 UNSWORN DECLARATION

My name is Kaylan Roby, and my date of birth is 9/16/85.

My address is 2944 NW 156th St, Edmond, OK, 73013, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Oklahoma County, State of Oklahoma, on the 25 day of April, 2018.
(month) (year)



 Signature of authorized agent of contracting business entity
(Declarant)

Solicitation 18-25-P

**Consultant for a Full-Scale Exercise of a Terrorism-
Related Scenario**

Bid Designation: Public

City of Lewisville, Texas

Bid 18-25-P

Consultant for a Full-Scale Exercise of a Terrorism-Related Scenario

Bid Number	18-25-P
Bid Title	Consultant for a Full-Scale Exercise of a Terrorism-Related Scenario
Bid Start Date	In Held
Bid End Date	Feb 8, 2018 5:30:00 PM CST
Question & Answer End Date	Feb 5, 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 proposals from interested parties for a Consultant for a Full-Scale Exercise of a Terrorism-Related Scenario. Proposals are due Thursday, Feb. 8, 2018 at 5:30 pm, local time. Questions are due by Monday, Feb. 1, 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.

REQUEST FOR PROPOSALS
CONSULTANT FOR A FULL-SCALE EXERCISE OF A
TERRORISM-RELATED SCENARIO

RFQ # 18-25-P

ISSUED BY:

City of Lewisville Purchasing Department

Due By:

By 5:30 P.M. Local Time, Thursday, February 8, 2018

PURPOSE

The City of Lewisville, Texas is seeking proposals from interested parties to provide consulting services to perform a “planning service” to design, conduct, and evaluate a full-scale exercise, terrorism-related scenario for the City of Lewisville in accordance with HSEEP (Homeland Security Exercise and Evaluation Program) guidelines.

The City of Lewisville is a dynamic suburban community in the thriving North Texas region. Home to approximately 100,000 residents, several major employment centers and situated in a centralized transportation network Lewisville is positioned in a unique area and faces many hazards. The Lewisville Office of Emergency Management is tasked with helping the city to prepare for, respond to, recover from and mitigate potential disasters. However, the City of Lewisville has limited emergency management exercise planning and coordination resources. As such the city is interested in hiring a consultant to work with city staff to provide these deliverables.

Full-scale exercises create an environment with a series of challenges that must be solved through teamwork. This full-scale exercise project will establish city department's familiarity with disaster response and recovery as well as provide long-term benefits for the community. The exercise will also identify gaps in the city's disaster response capabilities and allow for targeted areas of improvement that will result in a more prepared and resilient community. These benefits will be sustained in the long-term through the development and implementation of training based on the after-action report and improvement plan from this full-scale exercise.

The City of Lewisville has been awarded funding for this project by the Urban Area Security Initiative (UASI) grant.

DELIVERABLES:

Facilitate Exercise Planning based on the input from regional working groups to include the following documents and actions using HSEEP templates:

- Concept and Objectives meeting facilitation
- Initial Planning Conference facilitation
- Mid-Term Planning Conference facilitation
- Evaluator Briefings
- Player Briefings
- Safety Briefings
- VIP Briefings
- After Action Report Conference
- Meeting facilitation as needed
- Creating a logistical needs assessment
- Coordinate in-kind contributions based on input from the exercise planning team and working groups to include technology used in exercise control, conduct, and scenarios
- Providing meals and water at the exercise locations

- Align exercise objectives with Core Capabilities as identified by the working groups and exercise planning team
2. Utilize the After-Action Report and Improvement Plan from the 2016 DCTA Full Scale Exercise active shooter exercises, and other city input and reports to design and conduct an HSEEP compliant full-scale exercise no later than May 30,2019.
 - Overall exercise control by establishing a central exercise command as well as an exercise controller at each site that can report to each established level of command
 - Participants from multiple disciplines and city departments specifically
 - Special Weapons and Tactics Teams
 - Emergency Medical Service teams
 - Public Works
 - Public Information Officers
 - Emergency Management
 - Emergency Operations Center
 - Hazardous Materials Team
 - Hospitals
 - Other disciplines to be determined during planning
 - An online system for registration, check in, and relevant forms and agreements for exercise participants, evaluators, controllers, observers, VIPs, etc
 - Badging and identification for exercise participants, evaluators, controllers, etc
 - Coordination and selection of exercise site locations based on input from exercise planning team and regional working group
 - Moulage services as needed for exercise sites
 - Exercise evaluators and controllers in coordination with regional emergency preparedness working groups at the COG
 - Observer and VIP tours of exercise sites
 - Coordination of an appreciation program after the exercise
 3. Prepare written reports as required by the planning team to include
 - Status of exercise design process
 - Project milestones met
 - Any changes to the scope of the exercise
 - Logistics or budget updates
 4. Provide Lewisville-OEM with documentation related to the exercise such as, but not limited to
 - Hold Harmless agreements
 - Exercise Plan (Ex-Plan)
 - Master Scenario Event List (MSEL)
 - Controller/Evaluator Handbook
 - After Action Report/Improvement Plan
 5. Timeframe
 - Briefings, meetings, and conferences will be dictated by the exercise planning team
 - The exercise should be conducted no later than March 30, 2019

- The final AAR/IP should be provided no later than June 1, 2019 (45 days after March 30, 2019).

ORGANIZATION OF PROPOSAL

Proposal should be concise and focused. The introduction information should be included within the proposal. To aid in the comparative evaluation of proposals, please include the following in the order in which it appears below:

1. Introduction and Qualifications

- a. Name, address, phone number and email address.
- b. Brief background history of the firm.
- c. Services offered by firm.
- d. Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.
- e. Proposers must include in their proposals materials that identify the experience and qualifications of their organization specific to the development, production, and evaluation of exercises in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) guidelines.
- f. Provide a minimum of two (2) references, preferably government, with similar services your firm has provided.
- g. Identify the staff who would be assigned to this engagement and indicate experience (years of experience, certifications, qualifications, etc.)
- h. State any conflicts of interest, in performing services for the City of Lewisville.
- i. Provide any other information that you believe to be relevant to your ability and/or experience to provide the best grant management services to the City.

2. Methodology and Approach

- a. Provide your firm's approach and/or a proposed outline of your firm's program for the services described in this RFP.
- b. Proposed schedule and/or outline for services provided.
- c. Explain your firm's communication strategy for this engagement.
- d. Explain in a detail format the expected number of hours and description of assistance that will be required from the City's staff during all stages or steps of this process.
- e. Provide examples of reporting and/or tracking materials that will be utilized on this engagement.

3. Costs and Pricing

- a. Provide separate pricing for each service. Detail whether or not each service price is a one-time cost, annual cost or other frequency or condition.
- b. The City's terms for payment of services is 30 days. State if this is satisfactory.

PROPOSAL GENERAL REQUIREMENTS AND INFORMATION

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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 (Exhibit A) entitled Purchase Order Terms and Conditions is made part of this request for proposals through reference herein.
- f. 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.
- g. The contents of the proposal will be considered confidential information by the City but may be subject to open records requests if submitted.
- h. Offers are to remain firm for 60 days from due date, in order for the City to have sufficient time to evaluate and award a contract.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that proposer and all persons designated by it to provide services in connection with this RFP, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that the City shall in no way be responsible for any acts or omissions by the firm. Neither party hereto has authority neither to bind the other nor to hold out to third party that it has the authority to bind the other.

QUESTIONS

Questions with regard to this RFP should be submitted on Bidsync.com. All questions will be answered on Bidsync.com by February 5, 2018.

METHOD OF AWARD – EVALUATION CRITERIA

The awarding of this agreement will be to the firm who provides the service at the Best Value to the City of Lewisville based upon the factors and weighted value listed below:

Rating Category

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 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.

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.

EXHIBIT B
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

Services for non-construction projects. Consultants or other professionals including: Accountants, Attorneys, Veterinarians, and Medical Doctors.

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability Insurer, and / or Errors and Omissions.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$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.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, boards/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, employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All coverages except Professional Liability
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.
4. Professional Liability and / or Errors and Omissions
"Claims made" policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the HR Director or designee.

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/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.

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

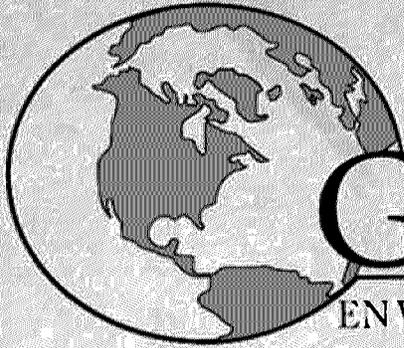
Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of 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.

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Question and Answers for Bid #18-25-P - Consultant for a Full-Scale Exercise of a Terrorism-Related Scenario

Overall Bid Questions

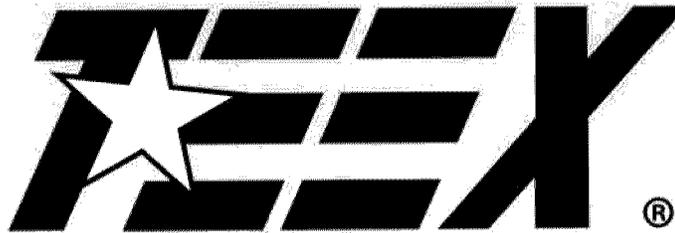
There are no questions associated with this bid.



GLOBAL 7

ENVIRONMENTAL, HEALTH & SAFETY

TEXAS A&M ENGINEERING



EXTENSION SERVICE

February 6, 2018

City of Lewisville
Finance Department - Purchasing Division
Attn: Tracey Ogurek, Purchasing Agent
151 W. Church Street
Lewisville, Texas 75057

Subject: RFP 18-25-P

Dear Ms. Ogurek:

Global 7 (G7) and our partner, Texas A&M Engineering and Extension Service (TEEX), appreciate the opportunity to submit a proposal for RFP 18-25-P. G7 and TEEX were both founded with the purpose of providing clients with efficient solutions to growing incident and event planning, management, environmental, health and safety needs and regulatory requirements. Both organizations are recognized as professional entities that provide training, Homeland Security Exercise and Evaluation Program (HSEEP) - compliant exercises, workplace consulting, labor, program planning and implementation. At G7 and TEEX we believe superior service is achieved by working closely with clients to create and implement custom programs that seamlessly integrate into the client's operational strategies and organizational structure. Additionally, we recognize the importance of assessing and focusing on the customer's needs in order to build long-lasting relationships and deliver tangible returns on their investment.

We appreciate your consideration of our proposal.

Sincerely,



Bill McClure
CEO
bill.mcclure@g7ehs.com
Global 7
2944 NW 156th Street
Edmond, OK 73013
Phone: 405-726-8642
Fax: 405-285-1339



R. Charles Todd
Associate Agency Director/CFO
Charley.todd@teex.tamu.edu
Texas A&M Engineering and Extension Service
200 Technology Way
College Station, TX 77845
Phone: 979-458-6840
Fax: (979) 458-6822

1. Introduction and Qualifications

a. Name, address, phone number and email address.

i. **Global 7 (G7)**

2944 NW 156th Street

Edmond, OK

817-733-4401

Lanita.magee@g7ehs.com

ii. **Texas A&M Engineering Extension Service (TEEX)**

200 Technology Way

College Station, TX 77845

Phone: 979-458-5616

Mike.gibler@teex.tamu.edu

b. Brief background history of the firms.

i. **G7** is an S Corporation based in Edmond, OK and was founded in 2014. We have a diverse, experienced, and educated cadre from multiple disciplines, agencies, and levels of government. All of our contractors are current practitioners with national and/ or state level teaching credentials and certifications. We offer all types of exercises, emergency and event planning, training, and incident response capabilities including Incident Command System (ICS) training, all of the National Incident Management System (NIMS) All-Hazards Position Specific training courses and the All Hazards Incident Management Team Training Course, among others.

ii. **TEEX** is an internationally recognized leader in the delivery of emergency response, homeland security and workforce training and exercises, technical assistance, and economic development. In FY 2017, TEEX served over 173,000 people from every U.S. state and territory, and 75 countries worldwide, through delivery of 6,877 classes and 2.7 million contact hours. TEEX operates a comprehensive emergency preparedness campus, which includes some of the world's top training facilities in the Brayton Fire Training Field, Disaster City® and the Emergency Operations Training Center, as well as state-of-the-art facilities for public utilities, law enforcement and unexploded ordnance training. As part of the National Domestic Preparedness Consortium and home to the National Emergency Response and Rescue Training Center, TEEX has been a leader in homeland security training since 1998. The agency also sponsors the state's elite urban search and rescue team, Texas Task Force 1, standing ready to respond at a moment's notice in times of disaster.

As a member of The Texas A&M University System, TEEX offers hands-on, customized training, technical assistance and emergency response services impacting Texas and beyond. Agency programs include homeland security, fire

and emergency services, public works, safety and health, search and rescue, public safety and security, and knowledge engineering.

Utilizing the Homeland Security Exercise and Evaluation Program (HSEEP) as a guide, we work with our clients to develop an exercise or exercise program that addresses the priorities established by an organization's leaders.

- c. Many of our personnel have completed the Emergency Management Institute's Master Exercise Practitioner (MEP) Program and some of our personnel serve as Contract Instructors in the MEP program. Most of our personnel have completed the Homeland Security Exercise and Evaluation (HSEEP) training program and we have designed, developed, implemented, controlled and/or evaluated dozens of exercises using its principles and templates.

G7 is a provider of multiple services that integrate into the client's current leadership team and operational policies. While the need for training, planning, and compliance varies across industries, the objectives are the same - to minimize risk and ensure compliance with recognized standards, rules, and regulations while driving innovations that promote operational excellence. We provide comprehensive services in incident and event planning, training, and exercising as well as environmental compliance, risk management, process safety management, employee safety, and more to various industries.

Our services are designed to improve efficiency and effectiveness while ultimately enhancing overall performance. Furthermore, G7 enjoys strategic business relationships with various consulting and services companies nationwide, allowing us to immediately respond to your needs and provide excellent customer service.

- d. TEEX is nationally recognized for the development and facilitation of regional incident management training courses, exercise support development, and the development and facilitation of emergency response exercises since 1998. TEEX has conducted functional, table-top, and full-scale exercises that include but are not limited to:

- Ebola outbreak
- Interoperable communications
- WMD incidents
- Bioterrorism incidents
- Bridge and tunnel terrorism incidents
- Pandemic influenza outbreaks
- Active shooter incidents (Schools, Industrial, Pharmaceutical, and Federal clients)
- Points of Dispensing (POD)
- Mass Transit accidents and terrorism incidents
- Agro-terrorism incidents
- Tornado incidents
- Cyberterrorism incidents
- Smallpox exercises (public health and hospitals)
- Animal stop movement

- Hazardous materials incidents
 - Radiological incidents (both accidental and terrorism)
 - Hurricane incidents
 - Flooding scenarios
 - Airport terrorism
 - Mass casualty response and long-term care
 - Secondary medical facilities establishment
 - Emergency response nationwide, and others
- e. G7 personnel have designed, developed, conducted, controlled and/or evaluated a plethora of full-scale exercise scenarios resulting in the identification of gaps in prevention, protection, response, recovery, and mitigation areas. Additionally, our team assisted in creating training and exercise plans to bridge gaps and update plans, identified training and exercise opportunities, and recommended areas for improvement and change. The following table provides a list of full-scale exercises we have been involved in:

Exercise Location	Scenario	Date
State of Iowa	CDC SNS Pandemic	2006
Statewide Exercise - Iowa	Pandemic	2007
Urban Search and Rescue Team	Tornado	2008
Indiana/Ohio Cross-Border Exercise	Tornado/TICP	2009
Urban Search and Rescue Team	Structural Collapse	2010
Joint Emergency Operations Center, Fort Worth, TX	Comanche Peak Nuclear Power Plant Explosion	2009, 2011, 2013
HRF ExEval, Disaster City, College Station, Texas	CBRN Attack	2010
Dallas/ Fort Worth International Airport, DFW Airport, TX	Fallen Aircraft	2010, 2013
Harris Downtown Hospital, Fort Worth, TX	Mass Casualty Incident (MCI) /Medical Surge	2012
Travis, Williamson, and Hays County Urban Shield	Terror Attack	2012
Boston/Massport Airport, Boston, MA	Avian Flu	2012
JFK International Airport, Queens, NY	Fallen Aircraft	2013
Dallas Love Field Airport, Dallas, TX	Fallen Aircraft	2013
Cook Children's Hospital, Fort Worth TX	Mass Casualty Incident (MCI) /Medical Surge	2013
Arkansas Vigilant Guard, Camp Gruber, Oklahoma	Earthquake/CBRN	2013
Texas Health Harris Methodist Southwest, Fort Worth TX	Hospital Evacuation	2013
Houston Hobby Airport, Houston, TX	Fallen Aircraft	2014

Homeland Response Force (HRF) Exercise Evaluation, Camp Gruber Oklahoma	CBRN Attack	2014
Dallas Love Field Airport, Dallas, TX	Active Shooter	2014
Dallas Love Field Airport, Dallas, TX	Explosive Ordnance Disposal (EOD)	2014
San Francisco International Airport, San Francisco, CA	Fallen Aircraft	2014
Lockheed Martin, Grand Prairie, TX	Active Shooter/ Mass Casualty Incident (MCI)	2014
Seattle-Tacoma International Airport, Seattle, WA	Active Shooter	2014
Dallas Love Field Airport, Dallas, TX	Coordinated Terrorist Attack	2015
Jacobi Medical Center, Bronx, NY	Active Shooter	2015
South Grand Prairie High School, Grand Prairie, TX	Point of Dispensing (POP) / Public Health Emergency	2015
Dallas Love Field Airport, Dallas, TX	Highly Contagious Infectious Disease (HCID)	2016
Rio Grande Valley, Texas	Hurricane Evacuation	2016
Dallas Love Field Airport, Dallas, TX	Hurricane evacuation via air operations	2016
Dallas Love Field Airport, Dallas, TX	Fallen Aircraft	2016
North Central Bronx Hospital, Bronx, NY	Active Shooter	2016
Dallas/ Fort Worth International Airport, DFW Airport, TX	Active Shooter	2016
United Artist Movie Theatre, Grand Prairie, TX	Active Shooter	2016
State University of New York (SUNY) Downstate Medical Center, Brooklyn, NY	Active Shooter	2017
HRF ExEval, Disaster City, College Station Texas	CBRN Attack	2017
Houston/Beaumont, Texas	Hurricane Evacuation	2017

- f. The majority of exercises G7 and TEEEX personnel have delivered have been HSEEP-compliant from the design phase through the After-Action Report publication. Our team consists of no less than seven HSEEP-qualified candidates, four Master Exercise Practitioners (MEP), one individual in the process of earning his MEP, and three of whom serve as U. S. Department of Homeland Security (DHS) Contract Instructors in the Master Exercise Practitioner (MEP) curricula.
- g. References:

- i. **Jacobi Medical Center - (G7)**
Janice Halloran
Senior Associate Director – Department of Adult and Pediatric Emergency Medicine,
Hyperbaric Medicine, and Patient Escort
Chairperson, Emergency Preparedness
1400 Pelham Pkwy South
Bronx, NY 10461
718-918-5821
Janice.halloran@nbhn.net
- ii. **State University of New York (SUNY) Downstate Medical Center - (G7)**
Bonnie Arquilla, D.O.
Professor Emergency Medicine
Director Emergency Preparedness
New York Institute All Hazard Preparedness
440 Lenox Road 2M
Brooklyn, NY 11203
718-270-3216
bonnie.arquilla@downstate.edu
- iii. **City of Dallas Department of Aviation - (G7)**
Mark Duebner
Director
8008 Herb Kelleher Way
Dallas, TX 75235
214-883-3754
Mark.duebner@dallascityhall.com
- iv. **U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) National Preparedness Directorate (NPD)/National Training and Education Division (NTED) - (TEEX)**
Contact: Terry Pruitt - Chief, Training Partners Branch National Training and Education Division
400 C Street, SW 7SE-3501 (Zone 6)
Washington, DC 20472-3600
Office: (202) 786-9565
Cell: (202) 577-9189
terry.pruitt@dhs.gov
<https://www.firstrespondertraining.gov>
- v. **Texas Department of Public Safety (TxDPS) and Texas Division of Emergency Management - (TEEX)**
Post Office Box 4087 Austin, TX 78773
Contacts: Bradley Jacobs (bradley.jacobs@dps.texas.gov) and Theron Proctor (Theron.Proctor@dps.texas.gov)
- h. Exercise Staff:

Lanita Magee, G7, Director - Homeland Security and Emergency Management - Lanita has served in homeland security and emergency management roles for 25+ years and teaches at the national, state, and local levels. She is a Certified Emergency Manager, Master Trainer, Master Exercise Practitioner, Master Continuity Practitioner and she is one of less than 40 individuals nationwide that serve as a Contract Instructor that teach Incident Command System (ICS) Position Specific and ICS Position Specific Train-the-Trainer courses on behalf of the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) National Emergency Training Center (NETC) Emergency Management Institute (EMI). Lanita has completed the Homeland Security Exercise and Evaluation Program (HSEEP) and she has designed, developed, controlled, evaluated and/or facilitated dozens of exercises using this program including scenarios involving active shooter/s in airports and hospitals, fallen aircraft, Explosive Ordnance Disposal team response, Highly Contagious Infectious Disease patient evacuation and many others.

Lanita also serves as a DHS Contract Instructor in the ICS Train-the-Trainer program and the Master Exercise Practitioner (MEP) Program that teaches the HSEEP program and requires participants to create HSEEP-compliant exercises for course completion. She has activated and/or served in numerous Emergency Operations Center's (EOC) in multiple incidents and events and she has the unique distinction of serving as the Incident Commander for two Ebola-positive patient evacuations from Dallas Love Field.

Lanita has earned a Master of Science in Fire and Emergency Management Administration and a Bachelor of Science in Emergency Administration and Planning. She has completed all but her thesis toward a Master of Arts in Homeland Defense and Security.

Mike Gibler, TEEEX, Program Director, Emergency Preparedness Program

Mike is the Program Director – Preparedness for the Emergency Services Training Institute (ESTI), a division of the Texas A&M Engineering Extension Service (TEEX) within the Texas A&M University System. He is responsible for the design, development, and delivery of innovative all-hazards exercises, simulation supported training, and technical assistance to a diverse customer base.

Prior to joining TEEEX, Mike spent 28 years in the United States Army serving in both command and staff positions. He has commanded units at numerous levels, and served on senior staffs in both multi-national and multi-agency organizations. Areas of special emphasis include counter-terrorism, anti-terrorism, Chemical, Biological, Radiological, Nuclear, and High Yield Explosive (CBRNE) response operations, National Security planning and policy, and continuity of government operations.

Mike holds a Master of Arts degree in Defense Studies from Kings College, London; a Master of Arts degree in National Security Plans and Policy from the

U.S. Army War College, and a Bachelor of Arts in Political Science degree from Texas A&M University.

Jin Kim - Jin is widely known as a subject matter expert and material practitioner in active shooter and targeted violence attacks. Jin retired from the Federal Bureau of Investigation (FBI) in 2018 and is a twenty-three-year veteran of the FBI'S New York Division. He served as the Active Shooter Coordinator on the Crisis Management Unit and was the leading authority directing active shooter & workplace violence preparedness, resiliency, and training, for the FBI and its corporate and private sector partnerships.

Jin also served as the FBI's New York Tactical Training Program Manager in conjunction with his assignment as a primary Firearms and Tactical Instructor and was responsible for providing tactical readiness training for both domestic duties and international deployments. In addition, Jin is a certified ALERRT/FBI Active Shooter Tactical Instructor and has trained countless law enforcement officers in response training. As part of the FBI'S Police Training and Liaison Program, Jin was the Director and Principle Instructor of three specialized programs; The Special Weapons and Tactics (SWAT) School, The Executive Protection/PSD Counter Assault Team (CAT) School, and The Observer/Sniper School, respectively.

In addition to his early investigative assignments in Violent Crimes/Major Offenses (Fugitive Apprehension), International Drug Trafficking & Money Laundering, Criminal Intelligence, and Special Operations, Jin proudly served as both a certified tactical Operator and Observer/Sniper on the Special Weapons & Tactics Enhanced Team. Mr. Kim's career also included numerous international deployments in support of the FBI's global investigative mission and war on terror.

Jin regularly presents and speaks at international association conferences and seminars, and provides guidance and substantive training to leading corporations and businesses, financial and banking institutions, K- 12 schools and higher education universities, hospitals/healthcare facilities, professional sports teams & sporting venues, hotels, non-profit organizations, and public safety departments.

Jin earned a Bachelor's Degree from Villanova University, completed Post Baccalaureate Management Studies at Wagner College, and is pursuing a Master's Degree in Public Safety Management at St. Joseph's University.

Lee D. Schnell, Colonel (Ret.) – Lee has over 30 years of experience in military and emergency management operations. He led the formation of the FEMA Region VI Homeland Response Force (HRF) in 2010 and developed the processes needed to integrate the organization into the Texas and regional Chemical, Biological, Radiological, and Nuclear (CBRN) enterprise. He successfully led the Texas Homeland Response Force (HRF) through two NORTHCOM-evaluated external evaluations in 2010 and 2014.

In 2006, Lee deployed to the Sinai Peninsula of Egypt as the Commander of the U.S. Battalion in support of the Multi-National Forces and Observers. He deployed again in 2008 to Bagdad, Iraq as a strategic analysis and plans developer in support of the Multi-National Force Iraq. Following retirement in 2015, Lee joined the Texas Division of Emergency Management as a Section Administrator for Preparedness. In this role, he supervises the planning, exercise and training units and ensures a synchronized approach to all aspects of preparedness for Texas.

Lee is a Certified Emergency Manager (CEM®) and a Texas Emergency Manager (TEM). He has completed the HSEEP Basic Course and was accepted into the FEMA 2018 Master Exercise Practitioner Program. Lee has planned and participated in numerous exercises and served as the Exercise Director for the 2016 and 2017 State of Texas Full-Scale hurricane exercises.

Lee holds a MBA in Military Management from Touro University International and a BA in Sociology from the University of Texas at Austin.

Eugene Smith - Eugene has served nearly 30 years in law-enforcement. He has served in a command level position in a city of over 250,000, in a metropolitan area over 650,000, for 15 years. During that time, he has had operational command and senior command responsibilities over patrol operations, airport policing operations, university policing operations, directed enforcement operations, and special operations. He has also been responsible for law-enforcement and citywide emergency management preparedness, and has served as the direct liaison to the Department of Homeland Security and the Joint Terrorism Task Force. Eugene has completed the Homeland Security Exercise and Evaluation Program, and has designed, developed, controlled, evaluated and or participated in dozens of exercising using this program. He is one of less than 40 individuals nationwide that serve as a contract instructor teaching the Incident Command System Position Specific courses and ICS position specific train the trainer for the National Emergency Training Center Emergency Management Institute. He is a graduate of the Naval Postgraduate School Executive Leader Program at the Center for Homeland Defense and Security. He remains active with incident response, and educational development, as an adjunct instructor at the university level in an emergency management degree program.

He also has an MS in Leadership, Disaster Preparedness, and Crisis Management. He is a graduate of the Senior Management Institute of Policing, and Northwestern University's School of Police Staff and Command. Eugene is a type III incident commander for both the state and local team in his region. He has participated or served in numerous incidents both planned and unplanned across the region, and has activated under the direction of the state for area wide incidents as the incident commander.

John Holgerson - John has served in homeland security and emergency management roles for 37+ years and teaches at the national, state, and local levels. He is one of only 40 DHS authorized instructors who teach ICS Position

Specific and ICS Position Specific Train-the-Trainer classes on behalf of EMI. He has served in numerous events and incidents in multiple roles including serving as an Incident Commander, Operations Section Chief, Planning Section Chief, Finance Section Chief, Safety Officer, and Liaison Officer among others. He is a State of Florida certified Master Instructor, a Master Exercise Practitioner, and EMI Basic Emergency Management Academy Instructor and he has completed the Homeland Security Exercise and Evaluation Program (HSEEP).

John has earned a Master of Business Administration, a Master of Arts in Instructional Technology, and is currently completing his Doctorate in Business Administration.

DeAnne Sesker - For over 30 years, DeAnne has served in an emergency response or preparedness role as a volunteer, employee or consultant working at or supporting local, state or federal levels and/or the private sector. Consistently over those years training, education, and exercise program management, development, conduct and improvement process have been her priority focus. She is a Homeland Security Exercise and Evaluation Program (HSEEP) and Master Exercise Practitioner Program (MEP) instructor on behalf of the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) National Emergency Training Center (NETC) Emergency Management Institute (EMI).

DeAnne has developed dozens of exercises ranging from discussion-based (tabletops, workshops and seminars), operations-based (games, functional and full-scale) involving natural and man-made incidents, including the mobilization of federal resources and deployment state-wide to the local level. She has also developed preparedness exercises for many high-level national security events including National Conventions, Papal Visit, World Police and Fire Games and the LII Super Bowl. She has successfully led complex projects involving consensus building among diverse stakeholders involving first responders in the field, emergency operations centers, and executive level decision-makers.

Marc Pellegrino – Marc currently holds the rank of Sgt First Class (SFC) in the New Jersey (NJ) State Police and is assigned to the Homeland Security Branch, Emergency Management Section. He initiated the development, and is currently the Team Administrator, of the NJ Type 3 All Hazards Incident Management Team. Marc has responded to and participated in dozens of large-scale incidents planned events such as the Super Bowl, PGA Championship, Siyum HaShas, Presidential Inauguration, Republican National Convention, deployments to Puerto Rico following Hurricane Maria, aircraft crashes, and Hurricane Sandy.

Marc has earned Certified Emergency Manager (CEM) certification from the International Association of Emergency Managers (IAEM). He is also the Chief of an all-volunteer fire department and a member of a technical rescue team. As a result, he has been involved in all phases of emergency management and his roles have varied as a planner, an instructor, a supervisor, and an operational unit.

He has taken dozens of courses through the FEMA Emergency Management Institute including Exercise Evaluation and Improvement Planning, Homeland Security Exercise and Evaluation Program (HSEEP), and many of the All Hazards Position Specific courses. He is also a FEMA certified ICS trainer and All Hazards Position Specific Planning Section Chief trainer. Marc has designed, developed, controlled, evaluated and/or facilitated a multitude of exercises using his experience and training including scenarios involving active shooters, transportation incidents, and weather events.

Marc has a Bachelor of Arts in Economics from Rutgers University and a Masters of Administrative Science from Fairleigh Dickinson University with graduate certificates in Emergency Management Administration and Homeland Security Administration.

Trixie Lohrke - Trixie has over 32 years of experience in the fire service, currently serving as a Battalion Chief (BC) for the City of Dallas (TX) Fire-Rescue Department. As a BC, she is responsible for six fire stations which include 56 firefighters/ paramedics. Her responsibilities consist of management and homeland security-related functions including, but not limited to: station staffing, continuing education for fire and emergency medical services personnel, pre-fire tactical incident planning, and utilizing the incident command system on all responses and planned events. She develops incident action plans for emergency incidents and/or events and serves as the Incident Commander or in other roles or positions as necessary including functioning as the Safety Officer on complex incidents. She previously served as the Aircraft Rescue Firefighting (ARFF) Section Chief and the Special Operations Section Chief.

Trixie has worked in multiple Emergency Operations Center (EOC) activations including severe weather events and sheltering operations. She is one of less than 40 individuals nationwide that serve as a Contract Instructor for the Incident Command System (ICS) Position Specific and ICS Position Specific Train-the-Trainer courses on behalf of the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) National Emergency Training Center (NETC) Emergency Management Institute (EMI). She has completed the Homeland Security Exercise and Evaluation Program (HSEEP) and has designed, developed, controlled, evaluated and/or facilitated several exercises using this program including scenarios involving active shooter and fallen aircraft. Trixie also serves as a DHS Contract Instructor in the ICS Train-the-Trainer program and the Master Exercise Practitioner (MEP) Program that teaches the HSEEP program and requires participants to create HSEEP-compliant exercises for course completion.

Trixie has earned a Bachelor of Science degree in Emergency Administration and Planning and a Master of Arts degree in Homeland Security and Defense.

Dave Magee – Dave has served in various fire, emergency medical services (EMS), and law enforcement roles for over 30 years and he serves as an instructor

at the international, national, state, and local levels. He is credentialed by the State of Texas as a Master Firefighter, Instructor III - Master, Fire Officer II, Master Aircraft Rescue Firefighter (ARFF), Field Examiner, and a Licensed Paramedic. Dave earned his Hazardous Materials Technician certification and has taught multiple variations of hazardous materials courses throughout his career. He served on a regional HazMat response team for the State of Colorado that was charged with responding to one half of the state for HazMat operations involving Bureau of Land Management (BLM) property. He and his colleagues travelled throughout the state to deliver HazMat courses.

Throughout his seven years in the U. S. Air Force, he participated in numerous Chemical, Biological, Radiological, and Nuclear (CBRN) courses including serving as an instructor/ field training officer for his agency. Dave has taken numerous courses including HSEEP and ICS Train-the-Trainer, among others. Dave has served in numerous Emergency Operations Center's (EOC) in multiple roles during large scale emergencies or disasters including, but not limited to, Hurricane Ike, Hurricane Harvey, and other large-scale operations.

Dave earned a Bachelor of Technology in Emergency Responder Administration and an Associate of Arts in Fire Science.

Donnie Stone - Donnie has served in multiple public safety roles for 20+ years. He is currently an Operations Captain at Dallas/Fort Worth International Airport Department of Public Safety (DPS) and serves a Shift Commander for the Emergency Medical Services (EMS) Division. Donnie is one of the lead instructors and facilitators for the Rescue Task Force Response training that has been directly responsible for the research and instruction of this advanced training to his department and other local agencies. He has taught multiple Mass Casualty Incident Response training courses to agencies from all over the world. Donnie has assisted in the coordination of responses to multiple incidents involving potential infectious diseases and has worked directly with the Centers for Disease Control (CDC) and Prevention as the Medical Officer Designee for the CDC Dallas/Fort Worth Quarantine Station. He has also held roles at DFW Airport DPS as the EMS Training Coordinator, Fire Services Instructor, Quality Improvement Officer, and Police Officer.

Donnie is a Licensed Paramedic, Advanced Firefighter, Advanced Aircraft Rescue Firefighter, Fire Officer II, Fire Instructor II, Emergency Medical Services Instructor, National Association of Emergency Medical Technicians Course Coordinator and Instructor, Prehospital Trauma Life Support Instructor, and Tactical Combat Casualty Care Instructor. He has been the course coordinator and lead instructor for the delivery of Prehospital Trauma Life Support and Tactical Combat Casualty Care training courses for his department and other local agencies. Donnie has completed multiple Incident Command System (ICS) courses and he has attended the following courses, including but not limited to: Technical Emergency Response Training (TERT) and Emergency Medical

Operations (EMO). Both of these courses included the Hands-on Training for Chemical, Biological, Radiological, and Nuclear Events (CBRNE).

Clay Regan - Clay has served as a Law Enforcement Officer a for Dallas/Ft Worth area police department for 28 years, serving in such capacities as Patrolman, Detective, K-9, DARE Instructor, SWAT Team Member, Critical Incident Stress Management Team Member, developed the department's first UAS Program, and is a departmental instructor in areas such as Self-Defense, Firearms, and Active Shooter.

Clay also serves as a Chief Master Sergeant (E-9) in the US Air Force (USAF) Reserves serving as the Security Forces Manager/Senior Enlisted Leader for a 427-person active duty unit in Florida. As a military emergency responder, he has received significant training in Major Accident Response (MAR) protocols, participated and supervised over 50 large scale exercises. Clay's real-world accident response experience consists of two USAF aircraft crashes, supervised the law enforcement response for two chemical spills, and has lead an entry team on one real world active shooter event.

He holds a Master Peace Officer Certification through the Texas Commission on Law Enforcement, a Bachelor Degree in Criminal Justice, and a Master's Degree in Critical Incident Management.

David Hornsby – David has served in Law Enforcement for 9+ years at Dallas/ Fort Worth International Airport. He has worked hand-in-hand with local and Federal agencies including CBP, DHS, DOD, FBI, and Secret Service. David has worked personal security details for multiple presidents and Foreign Dignitaries. He has completed numerous courses including but not limited to: Staging Area Manager, Medal of Honor Character Development Program, IED Counter-Terrorism Program, Preparing for Federal Disaster Operations, Incident Command System for Healthcare/Hospitals, Fundamentals of Emergency Management, National Incident Management System, and numerous Active Shooter courses.

David has participated and evaluated numerous exercises dealing with active shooter(s), Vehicle-Borne Improvised Explosive Devices (VBIED), hospitals, airports, lone wolf and attacks against high value targets in the United States. David has designed and presented Active Shooter presentations to businesses and training classes for local law enforcement agencies.

David has a focus in Threat Assessment and Mitigation and was invited to attend the After-Action Reviews dealing with the LAX Airport Shooting in Los Angeles, Pulse Nightclub Attack and the Fort Lauderdale Airport Attack in Orlando, Florida. He has attended classes and participated with the North Texas Joint Terrorism Task Force in presenting information dealing with both Domestic and International Terrorism. David has also completed the Office of Bombing Prevention courses: Improvised Explosive Device Explosive Effects Mitigation,

Improvised Explosive Device Construction and Classification, Homemade Explosives Awareness and Precursor Awareness, and The Terrorist Cycle.

Additional personnel may be added as needed.

- h. Conflicts of Interest – Neither G7 nor TEEEX have any conflicts of interest in providing these services to the City of Lewisville.
- i. Collectively, our personnel have handled hundreds of millions of dollars in federal, state, and local grants provided to our respective agencies or organizations. Lanita Magee, G7’s Project Manager has managed multiple grants valued at over \$13m from inception to conclusion or the end of her employment with the responsible agency, whichever came first.

2. Methodology and Approach

- a. G7 and TEEEX will utilize the HSEEP program and methodology to conduct all the necessary meetings and documents required for HSEEP-compliant exercises.
- b. We will adhere to the RFP requirements and conduct or provide for the following:

Deliverable	Proposed Timeline	Hourly Requirement for City Staff
Concept and Objectives Meeting*	March 6, 2018	3.0 hours
Initial Planning Conference*	March 6, 2018	3.0 hours
Create a logistical need assessment*	March 6, 2018	3.0 hours
Mid-Term Planning Conference	June 30, 2018	2.0 hours
Final Planning Conference	August 21, 2018	2.0 hours
Controller/ Evaluator Briefing	October 17, 2018	1.5 hours
Player Briefing	October 18, 2018	0.5 hours
Safety Briefing	October 18, 2018	0.5 hours
VIP Briefing	October 18, 2018	0.5 hours
Observer Briefing	October 18, 2018	0.33 hours
Exercise Conduct	October 18, 2018	6 - 8 hours
Controller/ Evaluator Debriefing	October 19, 2018	2.0 hours
After Action Report (AAR) Conference	October 30, 2018	3.0 hours
Final AAR completed	November 29, 2018	2.0 hours

*All three meetings are combined into the same three-hour period.

- c. G7 and TEEEX will communicate with Lewisville OEM on a regular basis to include a recurring conference call or video teleconference, as dictated by the client. We will provide written documentation including meeting agendas and HSEEP documentation at least 48 hours prior to a scheduled call.
- d. In order to adhere to HSEEP requirements, the hours indicated in the table above will be required from City staff during various stages of this process. Some meetings will require the presence of the city’s designated planning team while other meetings will require the presence of additional staff who may serve as Controllers, Evaluators, or Support Staff.

e. Tracking materials will include the timeline above as well as meeting notes and the Master Scenario Events List (MSEL). While the MSEL does include exercise injects, it is also used to identify other critical timelines and deadlines. The HSEEP documentation, including the Controller/ Evaluator Handbook and the Exercise Plan (ExPlan) also have templates in them to keep all parts of the exercise on time.

TEEX will provide a web based on-line course registration service for the exercise. The registration will include a confirmation email upon successful registration and a follow-up reminder email seven (7) calendar days prior to the exercise.

3. Costs and Pricing

a. Because all of the steps listed above are part of the HSEEP process, a total price of \$58,000 is inclusive of all items listed in the RFP. Any changes in the scope of the exercise may incur additional charges that will be agreed upon before contractual changes may take place.

b. The City's terms for payment of services is 30 days and this is satisfactory for both G7 and TEEX.

4. Additional Information

The project will be led by Lanita Magee with assistance from other G7 and TEEX personnel. Our client's needs are the main focus while operating with unquestionable integrity in our business practices. In doing so, we adhere to the following core values:

G7 Core Values:

- **Safety** – We are focused on protecting our clients, employees and the environment. We achieve this by being aware of and mitigating any potential safety risks.
- **Integrity & Trust** – We are committed to honest work, acknowledging errors and holding ourselves accountable.
- **Transparency & Open Communication** – We maintain clear business practices, honest representation and compliance with all laws and regulations.
- **Client Focus** – We seek to exceed client expectations and ensure satisfaction to build long-term partnerships.
- **Leadership** – We are continuously pursuing improvement and development within our own organizations in order to deliver new and innovative solutions and eliminate inefficiencies.

TEEX Core Values:

- **Safety** - We place safety and well-being above all by focusing on prevention and response.
- **Teamwork** - We embrace collaboration and encourage involvement.

- **Adaptability** - We rapidly adjust to the needs of our team members, our customers, and our environment.
- **Respect** – We value the unique skills and ideas of every individual.
- **Stewardship** - We commit to the wise management of our human, natural, and material resources.

Statement of Additional Qualifications and Capacity

All of our Position Specific Instructors reside in the Emergency Management Institute’s Position Specific data base and the USFA AHIMT Instructors are approved by the United States Fire Administration AHIMT Program Manager. Many of our instructors are also employed as Contract Instructors by the Emergency Management Institute. The individuals all have significant experience as instructors and practitioners, many with federally and gubernatorial disaster response experience. Some of our members also have international disaster response experience. Many of our instructor cadre members are currently rostered on an active Incident Management Team to include many individuals with Type 3, and some with Type 2 credentials. Our team has extensive experience in the following areas that may assist us with enhancing the capabilities of the City of Lewisville:

- Homeland Security Exercise and Evaluation Program (HSEEP)- compliant exercises including: Drills, Games, Workshops, Seminars, Tabletop, Functional and Full Scale
- Incident Management Team (IMT) planning, training, exercising, as well as program oversight and management
- All Hazards Emergency Planning
- All Hazards Continuity of Operations Plans (COOP) and Continuity of Governmental Plans (COG)
- Special Event Plans (fairs, rodeos, employee events, political visits, sporting events, etc.)
- Critical Infrastructure planning and support
- After Action Report (AAR) Improvement Plan (IP) creation for post-exercise or post-incident

Summary:

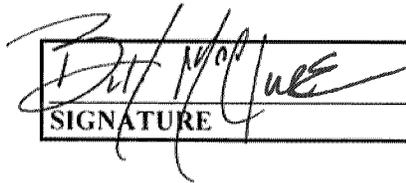
G7 and TEEEX offer an array of custom emergency and incident management training, exercise, and technical assistance programs for public and private organizations. These custom deliveries are developed in collaboration with your jurisdictional stakeholders and are priced based on the type of service and level of customization.

The G7 and TEEEX Team understand the importance of this project and the impact it will have on the City of Lewisville and their response partners throughout the North Texas region by enhancing their respective and collective response capabilities. We do not take these responsibilities lightly and we are honored to be considered for this project. You will find our team to be experienced, professional, and accommodating while meeting the project requirements and customer service expectations.

SIGNATURE PAGE

TYPE OR PRINT:

<u>Global 7</u>		<u>Bill McClure, Chief Executive Officer</u>
FIRM NAME		AUTHORIZED REPRESENTATIVE & TITLE
<u>2944 NW 156th Street</u>		<u>(405) 726-8642</u>
STREET ADDRESS and/or P.O. BOX NO.	A/C	PHONE NUMBER
<u>Edmond, OK 73013</u>		<u>(405) 285-1339</u>
CITY/STATE/ZIP CODE	A/C	FAX NUMBER
<u>47-1711817</u>		<u>bill.mcclure@global7ehs.com</u>
FIRM'S TAX IDENTIFICATION NUMBER		E-MAIL ADDRESS

	<u>02/05/2018</u>
SIGNATURE	DATE

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development

DATE: April 26, 2018

SUBJECT: **Approval of an Economic Development Agreement By and Between the City of Lewisville and DFW Lewisville Partners, GP; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

In 2007, to incentivize the recruitment of tenants at the Majestic Airport Center, the City created reinvestment zone #30 and entered into a 5-year, 75% tax abatement agreement with DFW Lewisville Partners, GP (Majestic Realty). The abatement agreement would go into effect only at the time that Majestic Realty found a tenant and would last five years. The one million square foot facility at Majestic Airport Business Center was leased to Kellogg's in 2012 for their regional distribution facility, which started the time frame on the 5-year tax abatement agreement. The tax abatement agreement expired in December of 2017.

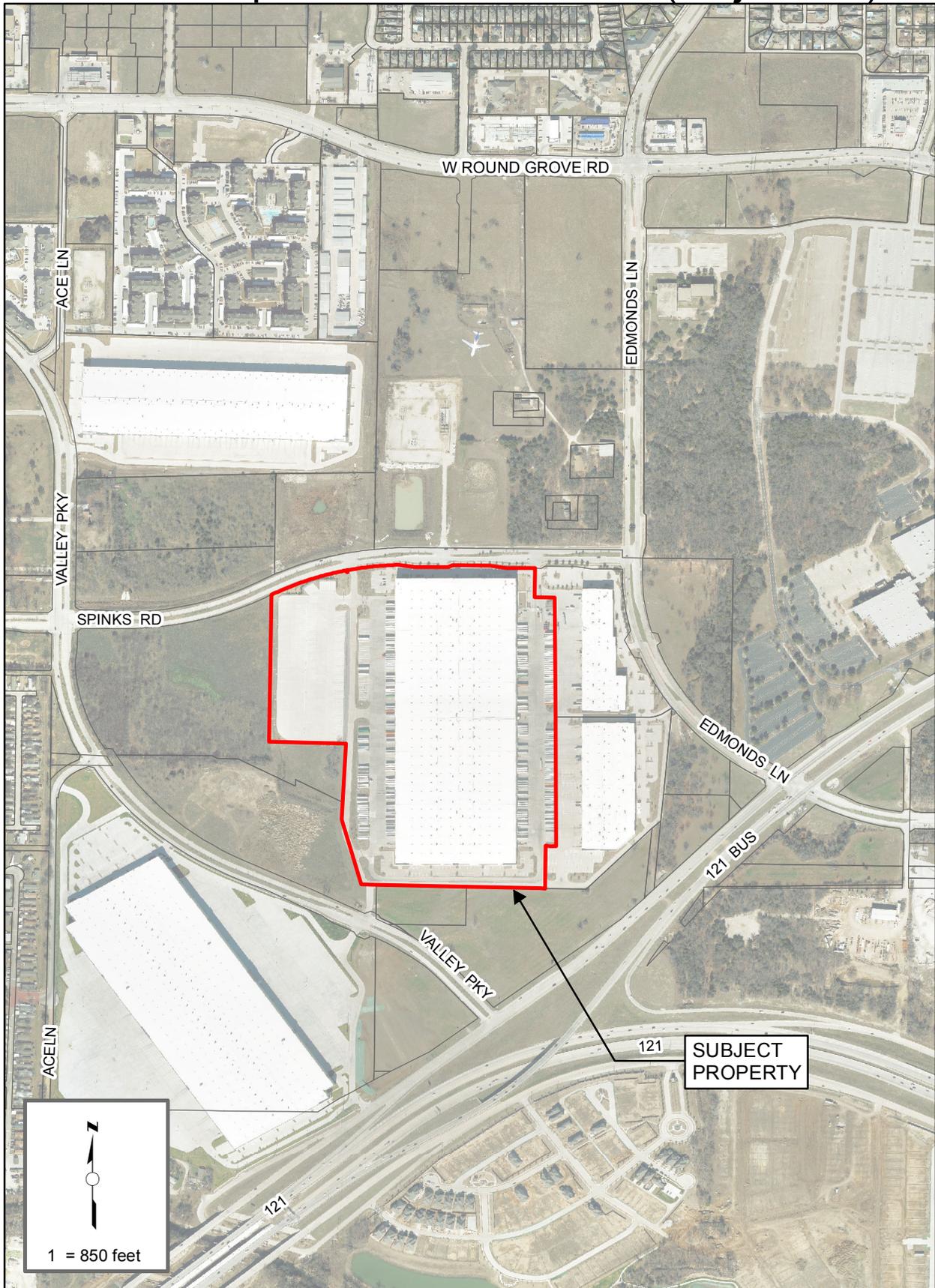
ANALYSIS

In 2017, Majestic Realty informed the City that Kellogg's was looking to move to another facility outside of Lewisville in 2019. Majestic Realty requested certain incentives from the City to retain Kellogg's. This tenant provides over 100 jobs in Lewisville and has a business personal property value of over \$34 million. The proposed 380 agreement is for a grant equal to 50% of the value of real property taxes paid to the City from this property. The term of the agreement is five years.

RECOMMENDATION

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

Aerial Map - 2710 Edmonds Ln (Majestic 3)



ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation of Denton County, Texas, duly acting by and through its City Manager, (the "City"); and DFW LEWISVILLE PARTNERS, GP, a general partnership (the "Owner") (jointly, the "Parties").

W I T N E S S E T H:

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

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

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

WHEREAS, Owner owns all of that approximately 52.189-acre tract of land situated on Lot 3R, Block A of Majestic Addition, of the Plat Records of Denton County, Texas which real property is located at 2710 Spinks Road and more particularly described in "Attachment A" attached hereto (the "Premises"); and

WHEREAS, the Premises are currently leased to APLL WMS Americas and Kellogg Sales Company (the "Tenant"); and

WHEREAS, the Tenant currently has \$34,089,670 in business personal property improvements on the Premises and has employed 100 people in the City since 2012; and

WHEREAS, the Tenant's lease of the Building located on the Premises is up for renewal; and

WHEREAS, the City wishes to ensure that the Tenant continues to utilize the Premises as an office and warehouse facility in order to enhance the tax base and keep the jobs within the City; and

WHEREAS, the City Council finds that providing an incentive to the Owner to retain the Tenant would benefit the City's economic development efforts;

NOW THEREFORE, the City, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the retention of employment that contributes to the economic development of the City and the enhancement of the tax base in the City, the Parties do mutually

agree as follows:

ARTICLE I TERM

1.1 This term of this Agreement (“Term”) shall commence on the date this Agreement is executed by the City (“Effective Date”) and shall continue in effect until December 31, 2022, unless sooner terminated in accordance with the termination provisions in this Agreement.

ARTICLE II DEFINITIONS

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

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

“**Building**” shall mean the 1,020,030 square foot building on the Premises.

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

“**Effective Date**” has the meaning set forth in Article I of this Agreement.

“**Event of Bankruptcy**” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

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

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

“**Premises**” has the meaning set forth in the recitals to this Agreement.

“**Real Property Improvements**” shall mean real property improvements as classified by the Denton Central Appraisal District, that are located on the Property, including the Building.

“**Required Use**” shall mean the continuous operation of an office and warehouse facility, subject to temporary cessations of such operations as a result of Force Majeure.

“**Tenant**” has the meaning given in the recitals to this Agreement.

ARTICLE III GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date, the Owner shall execute a new lease(s) or lease renewal(s) with the Tenant in accordance with the Minimum Use Requirements outlined in Article V, below.

3.2 During the period of this Agreement, the Owner shall continue to be subject to all applicable City taxation.

ARTICLE IV ECONOMIC DEVELOPMENT INCENTIVES

4.1 Owner Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide to Owner an economic development grant in an amount equal to fifty percent (50%) of the ad valorem property taxes assessed by and paid to the City on the Real Property Improvements in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof. Owner shall pay all applicable taxes in accordance with the state and local regulations. Owner will be paid the grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in Section 4.2. Land value is not included in the calculation for the grant.

4.2 Timing of Grant. Owner acknowledges that the Grant shall be paid on an annual basis. Each year during the Term, prior to payment of the Grant, Owner shall submit to the City, no later than February 15 for each year in which the Grant is to be paid, all of the following: (1) proof of payment of its real property tax liability for the previous calendar year; (2) an Annual Compliance Report as required by Section 5.2, below (“Attachment C”); and (3) a letter of request for payment. Subject to the satisfactory receipt of these items by February 15, the City agrees to disburse to Owner the annual portion of the Grant based on the previous year’s ad valorem taxes prior to March 30 or within forty-five (45) days of satisfactory receipt of the above listed items. Said grant shall be available subject to the terms and conditions of this Agreement during the Term beginning in January of 2019.

ARTICLE V AGREEMENT CONDITIONS

5.1 Minimum Use Condition. During the Term of this Agreement, one-hundred percent (100%) of the Building shall be continuously occupied by the Tenant for the Required Use, except in connection with and to the extent of an event of Force Majeure, and shall not be used for any purpose other than the Required Use.

5.2 Certification. Owner must certify annually to the governing body of the City through the City's Director of Economic Development as to its attainment of the stated performance measure described in this Article V during the previous calendar year by submitting an Annual Compliance Report, attached hereto as "Attachment C," and appropriate support documentation, no later than February 15 of each year of the Term after the Effective Date.

ARTICLE VI TERMINATION

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

- (a) by written agreement of the Parties;
- (b) expiration of the Term;
- (c) by either party if the other party breaches any material terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof (the "Cure Period") or so long as the breaching party commences curative action within such 60-day period and diligently pursues such curative action to a satisfactory completion;
- (d) by City, if Owner suffers an Event of Bankruptcy; and
- (e) by City, if any impositions owed to the City or the State of Texas by Owner shall remain delinquent after the Cure Period; and
- (f) by Owner upon sixty (60) days prior written notice to the City.

6.2 Refund of Grant. In the event the Agreement is terminated by the City pursuant to Section 6.1(c), (d), (e), or (f), the Owner shall, within sixty (60) days of notice of termination from the City, pay the City an amount equal to the portion of the Grant received by Owner for the applicable tax year in which the action or failure to act causing the termination occurs.

ARTICLE VII MISCELLANEOUS

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

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

7.3 Owner further agrees that the City, its agents and employees, shall have reasonable rights of access to the Premises as required by law to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, as well as the continuing right, subject to Owner's reasonable security, health and safety requirements, to inspect the Premises up to twice in any year during the Term of this Agreement to ensure that the Premises are maintained, operated, and occupied in accordance with all applicable agreements with the City, provided that with respect to matters concerning this Agreement (i) the City must give the Owner reasonable prior written notice no less than two (2) days prior to any such inspection, and (ii) a representative of Owner shall have the right to accompany the agent or employee of the City who is conducting such inspection.

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

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

For City by notice to:

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

For Owner by notice to:

Majestic Realty Co.
Attn: Al Sorrels
10210 N. Central Expressway, Suite 115
Dallas, TX 75231

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

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

7.7 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.

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

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

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

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

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

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

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

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

DATED this the _____ day of _____, 2018.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

ATTEST:

Julie Worster, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

OWNER:

DFW LEWISVILLE PARTNERS, GP.,
a general partnership

By: Majestic Lewisville Partners, L.P.,
a Delaware limited partnership

By: Majestic DFW G.P., LLC,
a Delaware limited liability company,
General Partner

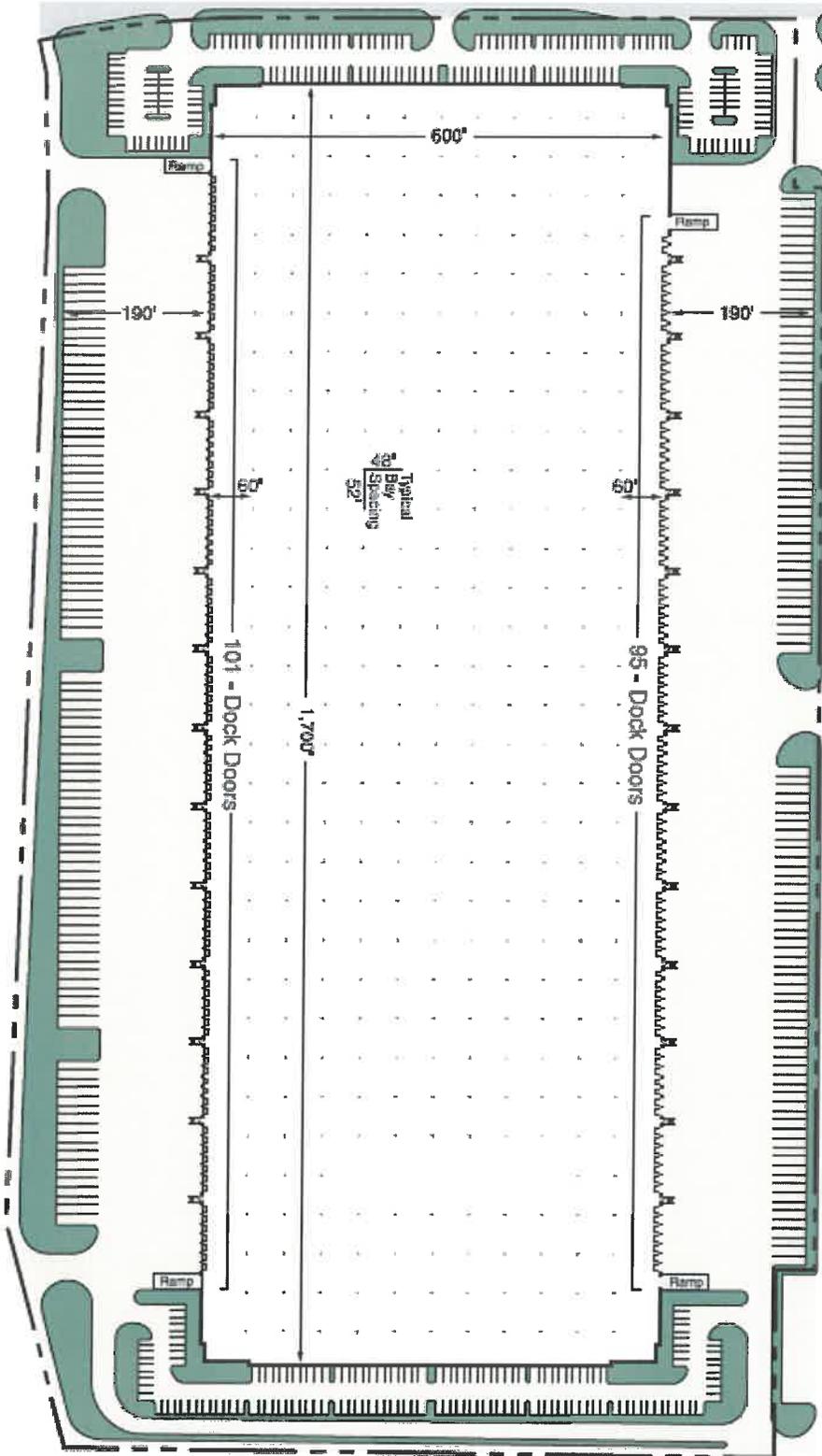
By: Majestic Realty Co.,
a California corporation,
Manager's Agent

By: _____
Name: AL SORRELS
Title: Senior Vice President

By: _____
Name: _____
Title: _____

Attachment B

Site Plan:



ATTACHMENT C
 ANNUAL COMPLIANCE REPORT
 2710 Spinks Road
 Lewisville, Texas

Company Name: _____

Company Address: _____

Capital Investment Value – 1st Year (documentation required):

Capital Investment Value – Reporting Year (documentation required):

Date on which Certificate of Occupancy was received:

Donation Amount in Support of a City Sponsored Event or Program Annually:

Membership in the Lewisville Chamber of Commerce:

Please list the dollar amount for the following:

Current Year Appraised Real Property Value – Land	
Current Year Appraised Real Property Value – Improvements	
Current Year Appraised Business Personal Property Value – Machinery, Equipment and Other BPP	
Current Year Appraised Inventory Value	
Property Taxes Paid – Real Property	
Property Taxes Paid – Business Personal Property	
Property Taxes Paid – Inventory Tax	

Please provide a copy of your Quarterly Payroll Report along with the following information:

	Part Time	Full Time
Total Current Employees at End of Reporting Period		
Number of New Employees Added During Reporting Period		

Annual Payroll During Reporting Period:

Average Salary During Reporting Period:

Has construction/installation of planned improvements commenced? Yes No

Has construction/installation of planned improvements been completed? Yes No

Construction Dollars Spent This Reporting Period:

Additional Information to be Attached:
Quarterly Payroll Report
Brief Narrative Highlighting the Progress of the project
If Applicable, a Statement Addressing any Failure to Meet Requirements of the Economic Development Agreement
Letter of Request re: the Economic Development Agreement Rebate plus supporting documents including an affidavit of lease certifying the lease of 100% of the building to the tenant and tenant related operations.

I certify that, to the best of my knowledge, the information and attachments provided herein are true and accurate and in compliance with the terms of the Economic Development agreement with the City Of Lewisville.	
_____	_____
Name of Certifying Officer	Title
_____	_____
Signature of Certifying Officer	Date

Telephone:

Fax:

E-mail:



LEWISVILLE

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MEMORANDUM

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

FROM: Judge Brian Holman

DATE: May 3, 2018

SUBJECT: Approval of an Agreement Between the City of Lewisville and the Texas Department of Motor Vehicles To Mark Certain Motor Vehicle Records for Purposes of Section 702.003 of the Texas Transportation Code; and Authorization for the City Manager to Execute the Agreement.

BACKGROUND

Section 702.003 of the Texas Transportation Code authorizes a county tax assessor-collector, in conjunction with Texas Department of Motor Vehicles (hereinafter "TxDMV"), to refuse to register a motor vehicle, if the Department receives information from a municipality that the owner of the vehicle has an outstanding warrant issued by that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

A city may contract with TxDMV to "flag" motor vehicle records of such vehicles. Although not a TxDMV requirement, the County in which the municipality is located must agree to participate in and provide support for the Scofflaw Program. The City has had a contract with TxDMV since 2010. This is a renewal of the agreement and a copy of the agreement is attached as Exhibit A.

ANALYSIS

A city may contract with TxDMV to "flag" motor vehicle records of vehicles owned by persons who have failed to appear or failed to pay a fine on a complaint that involves the violation of a traffic law. TxDMV recommends that a city seek an agreement of cooperation with the county or counties in which they are located to confirm that they will agree to deny vehicle registration on their behalf.

The cost to the City will be \$23.00 per computer run (file submission) plus \$0.12 (twelve cents) for each transaction in the file. The TxDMV contract also requires payment be remitted either at the time each file is submitted or, as an alternative, through a non-interest bearing escrow account that the city must establish. There is a delay in collecting fines and costs through this method simply because a vehicle owner only renews the registration annually. This program has been in



LEWISVILLE

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Mayor and City Council
May 3, 2018
Page 2

place for several years and proven successful in securing payment of fines, costs and fees. It is one of several tools the court uses to enforce judgments and pursue defendants who fail to satisfy their judgments timely.

RECOMMENDATION

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV)

CITY OF LEWISVILLE (Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV will undertake and carry out services described in Attachment A, Scope of Services.

IV. CONTRACT PAYMENT: Contract payment shall conform to the provisions of Attachment B, Budget.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by the state, or when otherwise terminated as provided in Attachment C, Article 5 of this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

TxDmv further certifies that it has the authority to perform the services by authority granted in Section 702.003 and in Section 707.017 of the Texas Transportation Code.

The governing body, by resolution or ordinance, dated NOVEMBER 20, 2017, has authorized the Local Government to obtain the services described in Attachment A.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Budget, Attachment C, General Terms and Conditions, Attachment D, Resolution or Ordinance, Attachment E, Contact Information, and Attachment F, Account Information.

CITY OF LEWISVILLE (Name of Local Government)

By _____ Date _____

AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Department of Motor Vehicles Board.

By _____ Date _____

Director, Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

ATTACHMENT A

Scope of Services

TxDMV will:

1. On initial probes (inquiries) of data submissions received from the local government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.

Place "flags" on vehicle records based on data submissions received from Local Government containing "flag" request codes.

2. Remove "flags" from vehicle records, based on data submissions received from Local Government, containing "clear" request codes.

Local Government shall:

1. Provide data submissions to **TxDMV** in accordance with **TxDMV** specifications for computer run of initial probes (inquiry), flags (marking) of vehicle records and clears (removal) of flags. Due to changing technology, these specifications will be distributed by **TxDMV** to the local governments on September 1st of every year.
2. Submit an application to establish the method of payment (see Attachment F), and establish an account prior to submitting inquiries.

ATTACHMENT B

Budget

Fees for file submission and transactions shall be submitted to **TxDMV** in accordance with 43 TAC Chapter 217.

Payments shall be submitted to the following address:

Texas Department of Motor Vehicles
IT Services Division, Data Support Services
PO Box 5020
Austin, TX 78763-5020

- A. If the Local Government chooses to establish a "Pay On Demand" account, the applicable payment of fees must be made each time a request to probe (search/inquiry), place or remove "flags" from motor vehicle records is submitted to **TxDMV**. An account will be opened to hold the \$500.00 (or greater) initial deposit.
- B. As an alternative, if the Local Government chooses to establish a non-interest bearing escrow "Prepaid Account" with **TxDMV**, upon agreement between the Local Government, **TxDMV** and payment of applicable fees, as described below, **TxDMV** will establish an account in the name of the Local Government. Charges shall be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as determined by **TxDMV** and provided herein.

A deposit of at least \$500.00 shall be maintained in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account shall be established with **TxDMV** prior to submission of probes (inquiries), or placing or removing "flags" from motor vehicle records for the Local Government. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract. The \$500.00 minimum balance, to be maintained in the escrow account, may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from **TxDMV**.

An escrow account balance statement will be provided by **TxDMV** each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

If the balance in the non-interest bearing escrow account falls below the \$500.00 minimum balance, **TxDMV** may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until such time as a deposit is made by the Local Government, in an amount sufficient to increase the balance in the escrow account to the \$500.00 minimum balance.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

Any contractual or administrative disputes regarding the contract will be resolved pursuant to Texas Government Code Chapter 2001.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by **TxDMV** under this contract will be owned by **TxDMV**.

Article 5. Termination

This contract may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. Upon termination of this contract any remaining funds in either a "Pay on Demand" account or a "Prepaid Account" as described in Attachment B shall be refunded to the Local Government following settlement of any outstanding processing fees.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with **TxDMV** under this contract may not make any offer of benefits, gifts, or favors to employees of **TxDMV**.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D

Resolution or Ordinance

On the 20TH day of NOVEMBER, 20 17, the LEWISVILLE City/Town Council passed Resolution No. _____, hereinafter identified by reference, authorizing the City's participation in the Program.

ATTACHMENT E

Contact Information

Technical assistance regarding probes, placing and removing of “flags” from motor vehicle records or information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services at VTR_Scofflaw@txdmv.gov.

ATTACHMENT F

ACCOUNT INFORMATION

IT SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		Contract Number For Department Use Only
Type of Account Requested: <input checked="" type="checkbox"/> "Prepaid" Account <input type="checkbox"/> "Pay On Request" Account		
DATE:	ATTN: <i>(Name and Telephone Number of Person Responsible For Account)</i> ELIZABETH LABORI, COURT MANAGER (972) 219-3437	
ACCOUNT NAME:	CITY OF LEWISVILLE MUNICIPAL COURT	
BILLING ADDRESS: P.O. Box 299002 LEWISVILLE, TEXAS 75029-9002		
ATTENTION: <i>(Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)</i> ELIZABETH LABORI, COURT MANAGER		
MAILING ADDRESS: SAME AS ABOVE		
E-MAIL ADDRESS: <i>(For Contact Purposes By E-mail)</i> elabori@cityoflewisville.com		
BUSINESS TELEPHONE NUMBER: (972) 219-3439 DIRECT (972) 219-3436 PUBLIC	BUSINESS FAX NUMBER: (972) 219-3708	
<i>For Department Use Only</i>		
Escrow Amount		
Date Agreement Signed _____		
<u>Account Terminated/Canceled</u>		
Non-Payment	User Request	Account Number
_____	_____	_____



LEWISVILLE

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AFFIDAVIT OF MOTION

THE STATE OF TEXAS §

COUNTIES OF DENTON AND DALLAS §

CITY OF LEWISVILLE §

BEFORE ME, the undersigned authority, on this day personally appeared Julie Worster, City Secretary of the City of Lewisville, Texas, who, after being by me duly sworn upon oath says that the following motion was made:

MOTION: Upon a motion made by Deputy Mayor Pro Tem Jones and seconded by Councilman Gilmore, the Council voted five (5) “ayes” and no (0) “nays” to approve and adopt all items on the Consent Agenda, as recommended and as follows:

#12 - Approval of an Interlocal Agreement with Denton County Setting Forth the Terms and Conditions Under Which the Denton County Tax Assessor-Collector Shall Refuse to Register or Re-register Motor Vehicles Pursuant to Section 702.003 of the Texas Transportation Code. The motion carried.

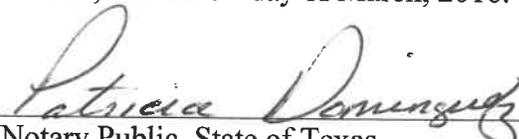
at the November 20, 2017, City Council meeting.



City Secretary, City of Lewisville, Texas

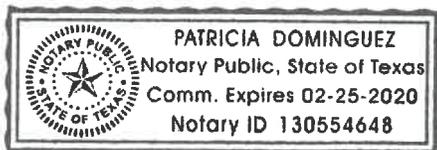
(City Seal)

SWORN TO AND SUBSCRIBED BEFORE ME, this the 5th day of March, 2018.



Notary Public, State of Texas

(Notary Seal)



MEMORANDUM

TO: Donna Barron, City Manager
FROM: Gina Thompson, Director of Strategic Services
DATE: May 7, 2018
SUBJECT: **Approval of the Fiscal Year 2017-2018 Mid-Year Report and Related Supplemental Appropriations.**

The mid-year report is designed to provide an update on the City's budget status since final adoption of the budget in September of 2017. Since that point in time the following has occurred:

- FY 2016-17 actual amounts have been finalized
- Six months of FY 2017-18 revenue and expenditure activity has occurred
- Supplemental appropriation needs have been determined.

FY 2016-17 ACTUALS/FUND BALANCE DISCUSSION

The 2017-18 budget was adopted using a beginning fund balance amount based on estimated activity for 2016-17 for the final six months of that fiscal year. Now that the 2016-17 fiscal year has been closed, a review of the estimated vs. final ending fund balance for 2016-17 can be conducted.

Following is a chart of fund balances. The column on the far right shows the change in fund balance amounts since the budget was adopted. This change is a result of revenues exceeding estimates or expenditures coming in under budget in the various funds during the 2016-17 fiscal year.

As you can see from the chart, fund balances grew a total of \$9.97M. This growth is primarily in the General Fund (\$5.5M), where sales tax, property tax, and building permit revenue exceeded estimates, along with other minor revenue increases. In addition, expenditures came in under budget by \$2.6M. In the Utility Fund, the fund balance grew \$2.98M as a result of revenues coming in \$2.074M over estimates and expenditures coming in \$853K under budget.

	Actual 2015-16	Budget 2016-17	Revised 2016-17	Budget 2017-18	Actual beginning fund balance 2017-18	Change from Budgeted Beginning Fund
BEGINNING FUND BALANCES						
Operating Funds:						
General Fund *	\$36,571,222	\$33,312,238	\$37,593,829	\$34,605,670	40,127,211	5,521,541
Utility Fund *	13,899,704	12,948,543	15,689,567	12,095,223	15,023,479	2,928,256
Debt Service Fund *	2,456,516	2,603,738	2,801,894	2,313,611	2,388,199	74,588
4B Sales Tax Fund	10,540,108	4,901,270	5,559,981	3,722,859	3,999,724	276,865
Hotel / Motel Tax Fund	4,714,402	4,493,159	4,974,680	6,284,201	6,439,532	155,331
Recreation Fund	277,853	368,118	338,732	356,953	377,645	20,692
PEG Programming Fund	541,633	713,606	684,804	1,060,894	944,952	(115,942)
Grant Fund	31,569	59,244	74,036	53,998	(1,233,547)	(1,287,545)
CDBG	48,092	59,927	36,230	45,634	(35,101)	(80,735)
Crime Control / Prev District Fund	2,259,978	2,322,330	2,462,698	2,365,537	2,570,767	205,230
Fire Services District Fund	3,036,371	4,824,102	5,075,642	1,349,477	2,900,185	1,550,708
Waters Ridge PID Fund	254,000	254,665	267,424	268,824	269,351	527
Court Security Fund	83,165	57,685	60,361	58,151	57,197	(954)
Court Technology Fund	201,616	202,557	210,597	166,719	205,126	38,407
Juvenile Case Manager Fund	134,422	149,693	154,528	166,350	169,815	3,465
Fire & Police Training Fund	138,838	10,048	167,476	183,162	35,268	(147,894)
LEOSE Fund	5,160	5,160	6,282	10,257	19,305	9,048
TIF Old Town Fund	1,364,226	1,514,067	1,546,934	1,193,481	1,380,163	186,682
TIRZ #2 Fund	450,946	827,225	831,402	393,425	394,663	1,238
Community Activities Fund	313,025	440,240	210,869	81,526	66,130	(15,396)
Asset Forfeitures-State Fund	188,817	53,945	107,068	84,594	143,104	58,510
Asset Forfeitures-Federal Fund	367,358	130,279	222,550	306,959	328,104	21,145
Lewisville 2025	670,730	55,355	312,623	76,454	160,921	84,467
Josey Lane PID Assessment Admin	-	-	-	91	483,102	483,011
Drainage Fund	-	-	-	-	-	-
TOTAL OPERATING FUNDS	\$78,549,751	\$70,307,194	\$79,390,205	\$67,244,048	77,215,295	9,971,247

This year you will notice two negative fund balances in the 2016-17 actual column. In the Grant and CDBG funds, expenditures were made in one fiscal year and the reimbursing grant allocations were not received until the following fiscal year. This is a result of timing and will be rectified this fiscal year. You will also notice negative amounts in the ‘change from beginning fund balance amount’ column. In the PEG fund, revenue came in lower than estimated, thus lowering the resulting fund balance from what had been estimated. In the Community Activities and Police and Fire Training funds, all prior year donations were transferred to donation projects so that they no longer need to be appropriated annually and instead, the balances will roll forward each year. This increased the expenditures out more than originally estimated.

The \$1.5M positive change in the fund balance for the Fire Services District Fund is related to a pre-pay item in FY 2016-17. A “pre-paid” item, such as a Fire Truck, occurs when a vendor requires the City to prepay for the purchase due to the manufacturing and assembly process the vendor must utilize in their operations. In these instances, the vendor needs the resources at the beginning to cover their costs during the process. Other, smaller items such as software maintenance agreements or insurance premiums require a prepaid treatment as well. The City must prepay for the coverage or agreement, but the benefit and expenditure applies to a future

period. With regard to these smaller prepaid items, though, departments can normally handle the smaller amounts being spread over more than one year within their budgets each year. However, with this item, the Fire department pre-paid for a Fire Truck in the amount of \$1.2M. The actual truck did not get delivered to the City until the 2017-18 fiscal year. Applicable governmental accounting requires the City to record such a purchase as a prepaid asset due to the fact that the equipment hasn't been placed in service and cannot be an expenditure at that time. When the asset is delivered and accepted by the City, the expenditure can be recorded. Therefore, this looks like a savings in FY 2016-17, but it will show up as an expense in 2017-18. The budget from last fiscal year needs to be carried forward to this fiscal year to match the timing of the financial entry. You will see a supplemental appropriation request to do so later in this memo.

FINANCIAL CONDITION FY 2017-18

Following is an analysis of the activity occurring so far this fiscal year in the major funds:

GENERAL FUND REVENUE

General Fund revenue is anticipated to be higher than budget by \$1.770M at \$88,675,249, which is just over a 2% increase. This increase is primarily due to sales tax collections coming in higher than anticipated. Actual sales tax receipts this fiscal year are already outpacing last year's receipts by approximately 2%. Last year's collection was \$28.639M. Therefore, it is logical to increase the estimate for sales tax collections this year from the \$28.1M originally budgeted to \$28.8M now estimated (a 3% increase). If additional money is collected this fiscal year, the additional revenue will flow to fund balance and thereby increase General Fund reserves.

Property tax is already at 100% collected for the year. Other revenue outpacing projections include revenue related to building permits and plan review fees - anticipated to end the year over original budget projections by approximately \$300,000 due to building activity that has taken place so far this year, and commercial refuse/WM landfill host fees which are anticipated to increase over \$250K from budget. Camelot and Republic landfill host fees are anticipated to meet budget projections.

Revenue sources that are not meeting expectations include the Frontier cable franchise fee which is estimated to end the year down \$95K from the \$871,800 originally adopted. In addition, court fines and warrant fees are estimated to be down over 5%/\$151K from the \$2.695M originally adopted due to a reduction in the number of citations issued. SB 1849 was passed this past legislative session which imposed on police officers additional reporting requirements. One of those requirements increased the number of pieces of racial profiling information collected for each citation or warning given from 5 data points to 12 data points. Previously, the officer would

ask the dispatcher to enter those data points into the call log for each stop. However, after the new bill went into affect, dispatch was no longer be able to enter the racial profiling information for the officer and all 12 points have to be entered by the officer himself/herself, which lengthens the amount of time per citation written. Even without this change in law, a reduction in the number of citations written was reflected. In 2017, Lewisville was down by more than 6% from 2016 which reflects a trend of fewer citations being issued by officers in all jurisdictions (state and national).

New Revenue Sources:

- Back Flow Testing – Health Services has the responsibility of the City’s backflow prevention program, which ensures that all commercial backflow devices connected to the City water supply are tested on an annual basis. A fee of \$25 per back flow inspection was approved by the City Council to begin collecting in FY 2017-18. To date, \$9,281 has been collected for inspections conducted. This revenue source will be budgeted at mid-year in the amount received to date and then will be estimated at a full year collection rate for FY 2018-19.
- Old Town Parking Violations – To date, warning citations have been issued but no actual tickets have been issued.
- Tree Mitigation, Park Development and Park Dedication fees are all being moved from the CIP funds into the General Fund for the current fiscal year to provide better tracking capability. Current revenue in Tree Mitigation is \$10,000 and park development/dedication is \$285,000. When Council approves the final supplemental appropriation for the fiscal year on September 17th, the total amount accumulated for these fees will be reflected in the revenue estimate and a corresponding expenditure in the same amount will be shown in the Parks and Recreation department as a transfer out to the capital improvement fund to the Tree Mitigation, Park Development and Park Dedication capital projects. The net result to the General Fund will be zero. All un-appropriated balances from prior years for Tree Mitigation (Fund 373) and Park Development/Dedication (Fund 374) fees in the amount of \$470,516 and \$1,011,162, respectively, are being moved directly into the General Capital Projects fund now.
- PetData – The PetData program began in December of 2017 and has generated a total of \$4,892. Overall revenue for registrations have increased by almost 20% this FY fiscal year compared to the prior fiscal year. This revenue source will be budgeted at mid-year in the amount received to date and then will be estimated at a full year collection rate for FY 2018-19.

Overall, as stated above, General Fund revenue is projected to be \$1.77M over the budget amount.

GENERAL FUND EXPENDITURES

We began the fiscal year with a \$86,010,346 General Fund budget. In December, City Council approved increasing the General Fund budget by \$893,315 to carry over encumbrances from the prior fiscal year, making the adjusted budget \$86,903,661. At this point in the fiscal year, savings in departmental operations in the amount of \$459,496 is anticipated to occur by the end of the fiscal year. This is primarily due to salary savings related to position vacancies. This results in an estimated end of year expenditure budget \$86,444,165. This is less than one percent over the original budget level of \$86,010,346 (\$433,819).

Two supplemental appropriations are being requested at this time in the total amount of \$147,111: 2) \$37,111 is requested to fund items that were pre-paid in the prior year and not received until the current year. Finance is required to book the expense in the year that the equipment/service is received rather than in the year it was paid. Therefore, the budget from last fiscal year needs to be carried forward to this fiscal year to match the timing of the financial entry. Prepaid items in the General Fund include: Charter Election expenses to Dallas County, various software maintenance contracts, ICMA registrations, a subscription for aerial imagery, and various training classes in the Police, Economic Development, and Inspections and Permitting departments, and 2) \$110,000 is requested to fund additional locations for mid-block flashing crosswalks at various locations throughout the City. This amount will fund the cost to retrofit the locations with proper striping, solar powered, pedestrian actuated, flashing pedestrian crossing signs, and any needed ADA modifications. A chart of locations can be found on page 19 of this memo.

After these supplementals, the fund balance is still anticipated to grow during FY 2017 -18 by \$1,189,101.

NEW POSITIONS IN THE GENERAL FUND

- **Multi-Generational Center Manager** – No funding is being allocated to the Manager position this fiscal year, however, it is requested that the position be approved this fiscal year to allow a job description to be finalized and marketing efforts to begin. It is hoped that the position will be ready to open and fill in October of 2018.
- **Parking Enforcement Officer** - The City added a full-time Parking Enforcement Officer and a part-time Parking Enforcement Officer to enforce the amended City Ordinance Chapter 15, Traffic and Vehicles, that created special parking requirements that apply only to the Old Town Entertainment District. These tickets are handled through an administrative adjudication process administered through the City Secretary's Office. The cost of the full-time officer is \$51,844 and the part-time position is \$14,777. This provides enforcement 6 days a week between the hours of 8 and 5. These positions are funded through salary savings in the police department.

UTILITY FUND REVENUE

Utility fund revenue is projected to end the year above the original budget amount by \$1.44M, (a 5.7% increase). Water revenue is trending above last year's actuals resulting in a 2% increase in water sale estimated revenue. This equates to \$379,029. This revenue source is heavily influenced by the weather with hot and sunny days resulting in more water use and rainy days resulting in low water usage. Therefore, it will continue to be monitored closely throughout the fiscal year. Sewer service is estimated to end the year 4% above the budget projection, which equates to an additional \$459,877. Capital recovery fee revenue is estimated \$199,186 above the \$2.4M original budget based on known projects and actual receipts so far this fiscal year. This revenue source is conservatively budgeted due to its volatility. All other revenue sources within this fund are coming in at or above the original budget projections.

UTILITY FUND EXPENDITURES

Operating expenditures in the Utility Fund are anticipated to come in at just below the adjusted budget level (includes purchase order carry overs from the prior year already approved by the City Council) except for Wastewater Treatment. A supplemental appropriation is requested for Wastewater Treatment Activity for replacement equipment including one of the Plant 2 motors and a blower. The blower and motor unit was over 30 years old and suffered a catastrophic failure. This unit is part of the activated sludge treatment process. The replacement cost for this unit is \$56,026. In addition, the Prairie Creek Lift Station #4 motor failed in March 2018 and is not repairable. This motor is one of six pumps in the Prairie Creek Lift Station which moves incoming wastewater up to the treatment systems. The cost for this replacement is \$37,814. The total request for Wastewater Treatment is \$93,840.

Another \$1,498 is requested to fund training that was pre-paid in the prior year and not held until the current year. Finance is required to book the expense in the year that the training is received rather than in the year it was paid. Therefore, the budget from last fiscal year needs to be carried forward to this fiscal year to match the timing of the financial entry.

All planned transfers to the Capital Improvement Plan are shown to occur as budgeted.

HOTEL MOTEL FUND

Hotel Motel Tax is anticipated to come in over original projections by 1%/\$32,774. Expenditures are projected to remain within the currently approved budget allocation.

Per Council direction, at the end of a fiscal year, any arts cap funding still available under the cap should be transferred to the Public Arts capital project. The FY 2016-17 amount moved to the Arts Capital Project was \$102,051. There is now a balance of \$772,169 in that project. The FY 2018-19 arts cap transfer is projected to be \$28,047.

DRAINAGE FUND

Revenue, to date, in the amount of \$1,326,328 has been billed, which averages \$331,582 per month. Therefore, the estimate for end of year revenue is being increased to \$2.2M from the very conservative original estimate of \$1.6M. Please note that this is still a highly conservative estimate based on the newness of the fee. To date, the City has received 15 appeals and two credit applications have been processed. The FY 2017-18 budget for the fee was based on nine months of fee collection. This will be increased for a full year in FY 2018-19 and will be based on actuals received so far in 2017-18.

On the expenditure side, a transfer out to CIP in an amount equal to the amount of revenue collected will be budgeted at the end of the fiscal year. This funding will be used for future drainage capital projects.

4B FUND - RE-ALLOCATION OF EXISITING FUNDING

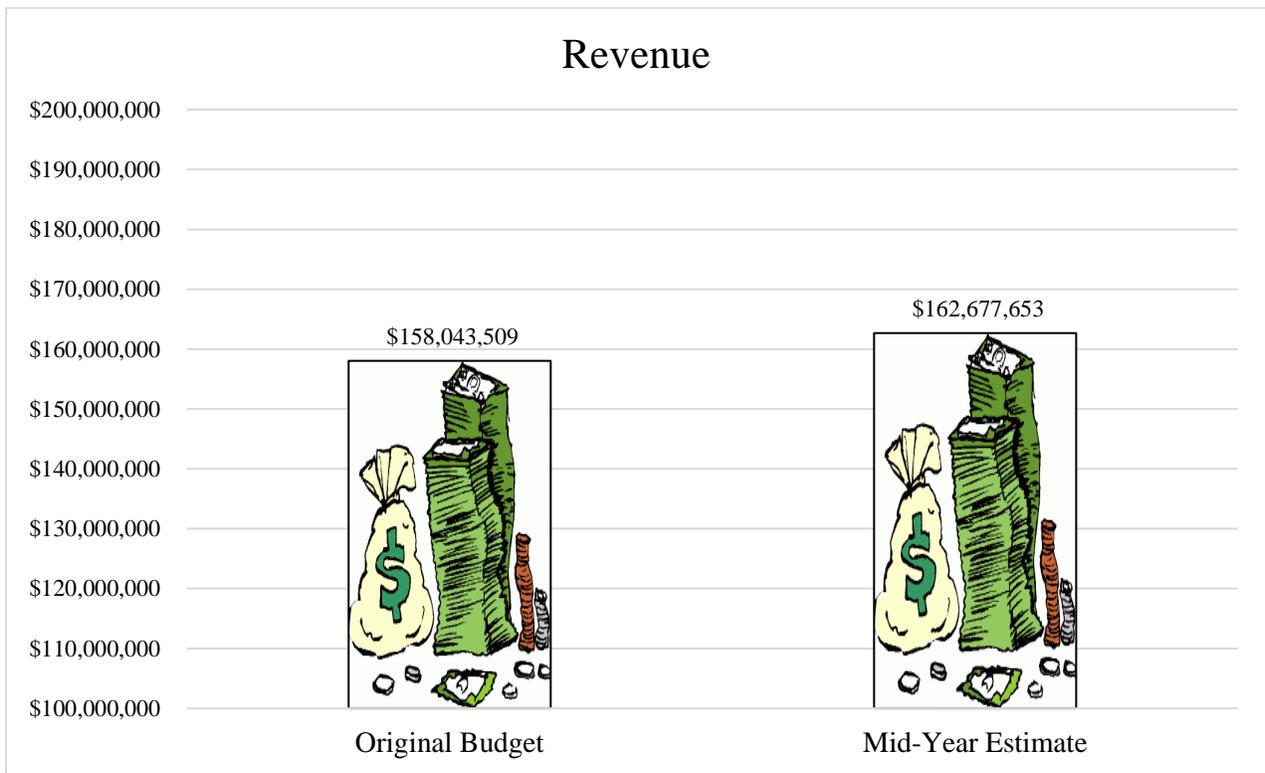
Staff has revised the 4B sales tax five-year financial plan to sale certificates of obligation for the LLELA Nature Center in FY 20-21 (\$2M design) and FY 2022-23 (\$18M construction). The full cost of the Nature Center can be sold, thus freeing up \$2M in 4B cash funding previously allocated to the Nature Center to be re-allocated to other, more timely needs including the following:

- Valley Vista Property - \$50,000 – Funding to begin design of the property. Having a design will assist with obtaining grant funding for the development of the property.
- Kayak Launch (Hebron) - \$400,000 – Additional budget appropriation is required to fully fund the launch site construction.
- Possible Multi-Generational Center Add Alternatives - \$910,000 – This funding will be used, if needed, once bids are received. Add alternatives include the north east plaza and ultimate parking lot construction.
- Hedrick House Turf - \$50,000 – Erosion is occurring along Timbercreek that needs to be stopped through construction of retaining wall/landscaping swells and then new turf will be installed.
- Park Program Cost Analysis - \$49,000 – cost of a third party to facilitate cost recovery analysis of MGC fees as well as other recreation programming fees. Final analysis will be brought to City Council for discussion and approval in FY 18-19.

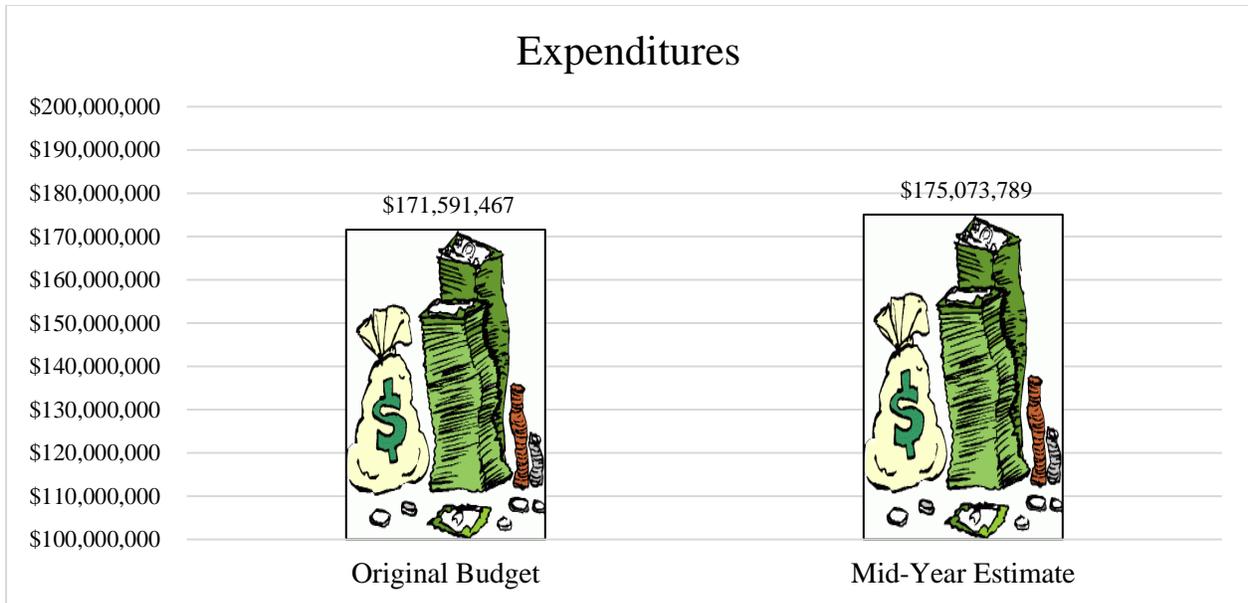
- Future Park Land Acquisition/Small Area Plan Implementation/Valley Vista Property development - \$541,000

FINANCIAL CONDITION SUMMARY OF ALL FUNDS

Staff has completed an analysis of the financial condition of all funds at the mid-year point of the 2017-18 fiscal year. Overall, revenue is now projected at \$162,677,653 compared to the original budget amount of \$158,043,509. This is an increase of \$4,634,144 or 3%.



Expenditures city-wide are projected to increase 2% or \$3,482,322 due primarily to pre-pay expenses hitting the current fiscal year (especially a \$1.2M Fire Truck purchase) and purchase order carry overs from the prior year (\$1.9M).



Please note that the expenditure grand totals are higher than the revenue grand totals due to one-time expenses coming out of fund balance.

After the revenue and expenditure estimates for 2017-18 are applied, including supplemental appropriations, a contribution to operating fund balances of \$1,151,822 is anticipated by the end of the 2017-18 fiscal year.

Staff will continue to monitor revenue and expenditure levels in all funds. As is usually the case, the Health and Risk Funds will be reviewed closely prior to year-end as claims are impossible to predict with a great deal of certainty and waiting until the end of the fiscal year will provide a more realistic estimation of claims costs.

FY 2017-18 BUDGET PACKAGE UPDATES

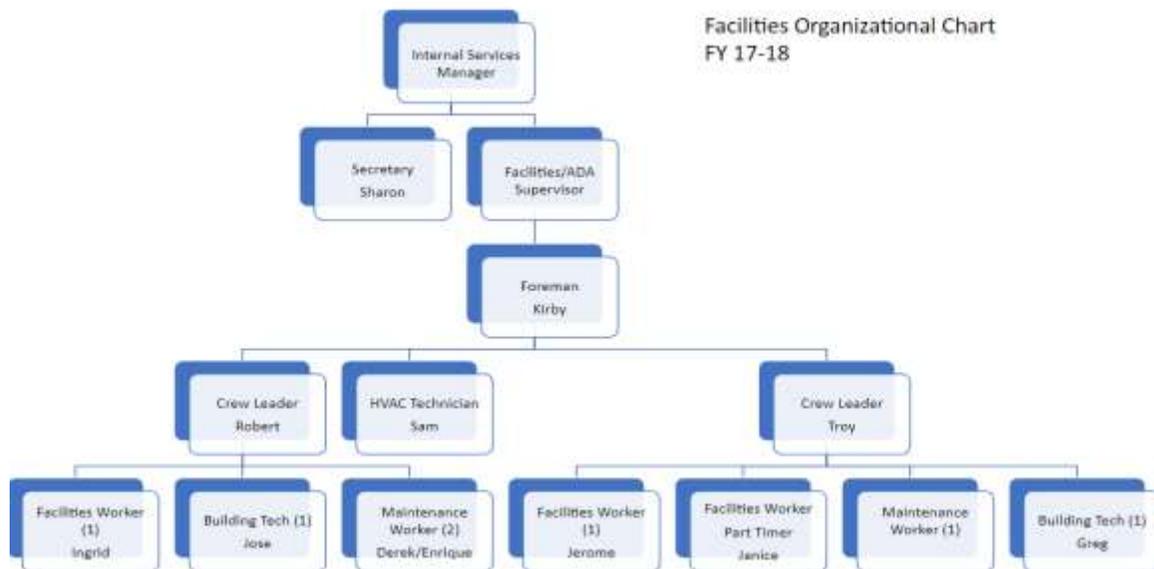
When Council adopted the FY 2017-18 budget, several new programs/additions were approved as part of that package. Following are updates on the major programs.

- **\$567,682 Additional Funding for Streets and Sidewalk Maintenance (General Fund)** - This work is being performed by outside contractors. Additional funding has enabled us to make additional progress on ADA improvements, neighborhood improvements, and reduce work order backlog.
- **\$104,140 Sanitarian and Addition of BSI Online for Backflow Testing Administration (General Fund).** Backflow inspection is a state mandated requirement in place to prevent the contamination of the City’s water supply. Since the approval of the program, along with the addition of the staff position, Health Services has attained a compliance rating of 92.7% (up from an average compliance rating of 70%). The BSI

Online web-based interface is currently being used by the City's third-party backflow testers. Fees are collected by BSI online. Health Services staff has worked directly with BSI Online to ensure that the program is fully functional in all areas, including Finance, Information Technology, and Inspections and Permitting.

- **\$91,219 Facilities Building Technician (General Fund)** position was added due to increased workload and added square footage to facilities. In the next 2-3 years additional buildings will be added to the inventory, including MGC, Fire Station #8, and a Nature Center. The position has been filled.

- **\$95,162 Facilities Crew Leader (General Fund)** - The addition of a crew leader allows Facilities to divide City facilities into two districts supported by the two crews. This position will handle work orders, schedule HVAC and lighting system to conserve energy, schedule security system for events and meetings and provide overall supervision to a second crew. The position has been filled and the two districts are operational.



- **\$158,772 Interpretive Park Ranger and implementation of Green Centerpiece Master Strategy (General Fund)** - This team member will help educate people on how to use LLELA and communicate the principles of "Leave Only Footprints" or "Leave it Better than You Found it" to visitors. This package includes a vehicle for the Park Ranger and includes funding for branding, education, and marketing LLELA. The Interpretive Park Ranger has now been hired and the associated items (truck, bike, etc. have been purchased or ordered). In addition, promotional items to assist with marketing LLELA have been purchased.

■ **\$57,048 Body Worn Camera Technician (General Fund)** -

The Axon Replacement Program will provide officers with a body worn camera, a Taser (plus cartridges and holsters), and unlimited storage on the cloud. Body worn cameras will be replaced every two years and Tasers every five years. This program allows the department to budget appropriately for storage and replacement costs. The new property/evidence technician will handle the increase in digital evidence. The BWC Technician has been filled.



- **\$85,219 Residential Plans Examiner (General Fund)** - The City has had one plans examiner since the early 1980s. Due to incremental expansion of job duties as well as the increase in community development, the current plans examiner was stretched thin and unable to adequately accomplish all assigned duties. The newly funded Residential Plans Examiner position has been filled.

- **\$72,840 Librarian (General Fund)** - A full time Makerspace Librarian to oversee the Makerspace operation was funded in the 4B fund. This position has been filled and is working to get the new makerspace open and operational. The Hive is set to open May 22nd, 2018.



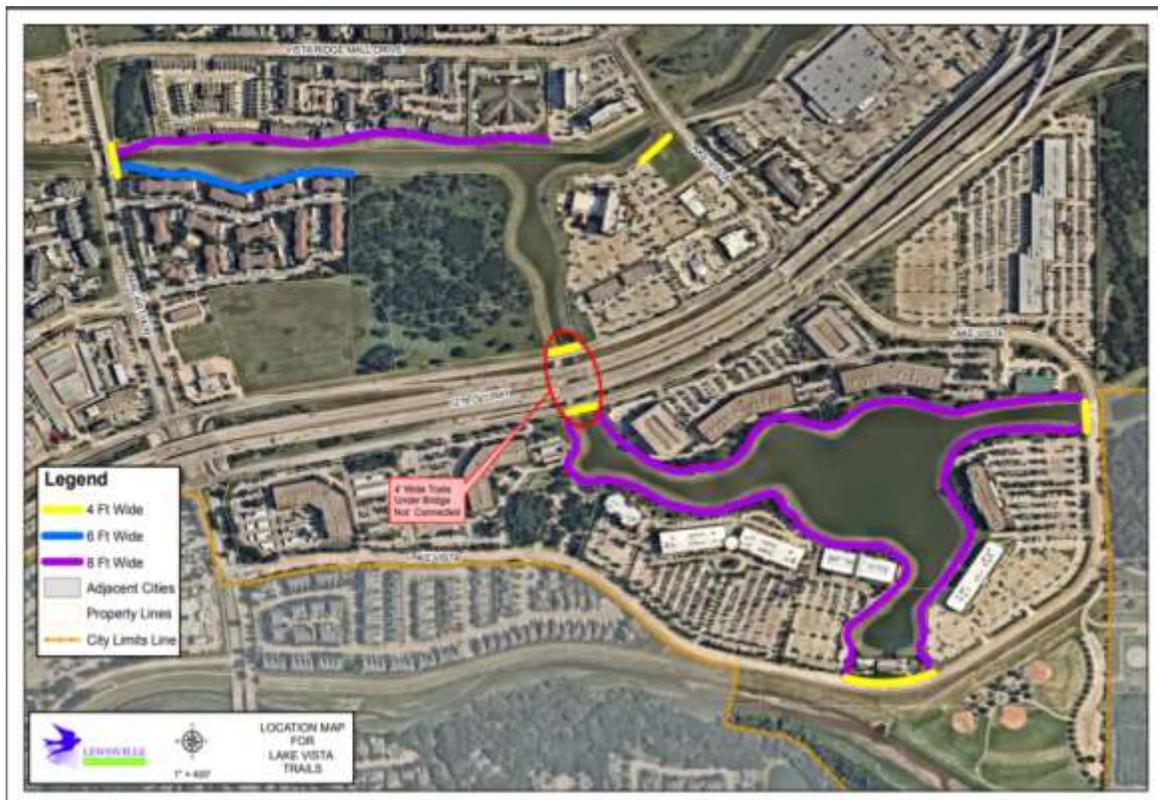
- **\$98,868 Instrumentation and Controls Technician (Utility Fund)** – This position was budgeted to help address needs for electrical, SCADA, and Instrumentation services for operations within the Treatment Plants and throughout the distribution and collection systems. Services were provided through contracts to maintain operations and to diagnose and resolve issues that can cause downtime. As the utility has expanded and infrastructure continued to age, the need and cost for these contract services have risen. This position allows more frequent performance testing of assets, provides up-to-date condition assessments, and lessens the potential for equipment failure. This position has been filled and is currently working on an inventory of assets and maintenance schedule for SCADA equipment.

- **\$60,000 Public Art Program Kickoff Project (Hotel Motel Fund)** – A “kickoff” project to launch the City’s public art program was approved as part of the Public Art Master Plan by City Council earlier this fiscal year. A recommendation is being sought from the Art Advisory Board at the upcoming May 15 board meeting for the art project that will be located within the Main and Mill streetscape footprint. The actual art work will likely not be completed this fiscal year due to the timing of the Main and Mill streetscape project.

- **\$39,350** **Vida Charreada special event funding (Hotel Motel Fund)** – event is scheduled for Saturday, May 26, at Lewisville Rodeo Arena.

- **\$40,000** **Third-party Back-Up Inspection Services (General Fund)** – Funding was approved to hire a third party to assist with building inspections while full-time Inspectors are at training. Staff is currently working through the contract with a vendor and has not yet begun to utilize this service.

- **\$450,000** **Pedestrian Bridges in the LID (General Fund)** – Funding was approved to construct two (2) bridges in the Vista Ridge Levy Improvement District according to a master plan approved in 2010 to enhance the pedestrian connections in the Vista Ridge Levy Improvement District. Halff Associates has completed a schematic with two design options, one on LID property and one within easements on private properties. Staff preference is to keep the trail on private property within easements to keep the trail above the 100-year flood elevation. Staff is negotiating easements with the three affected property owners. Trail alignment will be adjusted depending on successful easement dedications. The consultant is conducting geotechnical testing for the two bridges.



- **\$135,000 Timber Creek Erosion Phase 2 (General Fund)** – Phase 2 of the project begins at the downstream end of phase 1 (Regency Drive) and extends downstream along Timber Creek for approximately 400 feet adjacent to the west side of Kenny Court. The consultant has completed a schematic layout of the project and the hydraulic modeling. They are on schedule to submit 60% preliminary plans in May. Subsurface borings are complete, and geotechnical recommendations are expected in approximately 4 – 6 weeks. Staff will meet with the affected residents once the 60% plans are complete.
- **\$42,000 Cybersecurity Audit (Risk Fund)** – This funding was reallocated to perform a Payment Card Industry (PCI) assessment of all locations where we currently accept credit card payments. We have awarded the RFQ and are in the second week of what looks to be a six-month engagement.
- **\$200,000 Live Burn Tower (General Fund)** – Funding was approved for the design of a new Live Burn Training Tower for the Fire department. The City is partnering with the The Colony on this project. Interviews have been conducted and an architectural firm selected. The next step will be to begin the actual design. Once design is complete and a project budget developed, staff will create a funding plan for construction.
- **\$111,435 Analytics and GIS Part-Time Interns (General Fund)** – The addition of three part-time interns (equates to 20 hours per week (52 weeks) at \$16 per hour each). Also includes network licenses. The GIS intern position was filled on 3/27/18. One analytics intern position is scheduled to start this week. The second analytics intern position is currently unfilled.
- **\$1,209,250 CAD System Replacement (General Fund)** – One-time and on-going costs for purchase of a new public safety CAD system. The CAD selection committee is currently conducting site visits of vendors who answered the RFP. The goal is to have a vendor selected by the end of July.
- **\$250,000 Traffic Light Network Refresh (connectivity issue) (General Fund)** – Committee has reviewed and graded all proposals from the RFQ. A list of follow up interview questions has been sent out, and the plan is to select a firm this week. This project is designed to refresh the connectivity of the system.
- **\$84,326 Agenda Workflow Software/Vote Casting System (General Fund)** – One-time and on-going costs to purchase a system for agenda workflow and vote casting. The software is installed, and training is currently being held. Anticipated use beginning in June.
- **\$131,300 Library Book Sorter (General Fund)** – The vendor selected for this project was Bibliotheca, whose bid met all specifications and came in under budget at \$111,811. The proposed system will allow patrons to continue using both interior book drops and will take items to be checked in and separated into one of nine bins. A purchase order was issued in late April and the project is expected to be installed and

operational within 4 – 5 months. The book sorter is designed and built specifically for the needs of our library which is why the lengthy period for delivery and installation.



\$288,011 Makerspace (4B Fund) – Within the Library, a space has been renovated to include 3D printing, laser engraving, a desktop CNC machine, sewing/embroidery, as well as collaboration and classroom space. The Hive is set to open May 22nd, 2018. Major equipment has been purchased, construction is complete, staff are being trained, software is getting installed, and procedures and guidelines are being finalized.

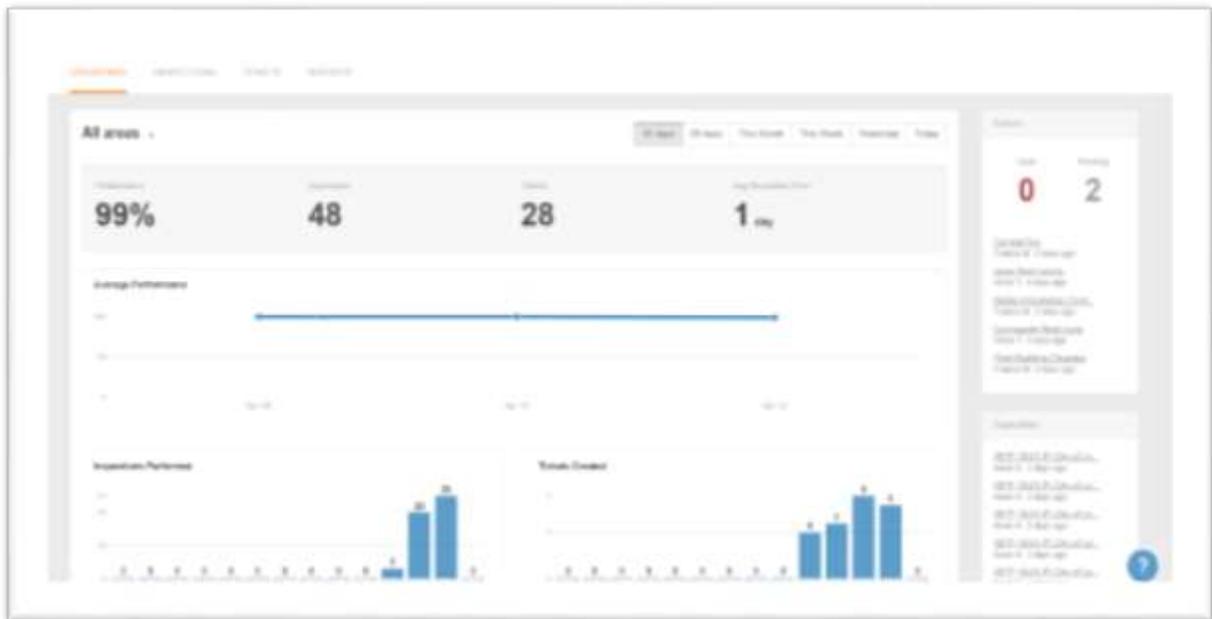


- **\$100,000 Space Utilization Study (General Fund)** – Funding allocated for a study of existing facilities and possible uses for Herring and Amphitheater. An RFP process was conducted and a vendor selected. Study pricing is being finalized and currently includes the Municipal Annex complex, including Fred Herring Recreation Center, and the Kealy Complex.
- **\$600,000 Future Land Purchase (Hotel Motel Fund)** – Funding is set aside to purchase property near the Visitors Information Center when and if it becomes available.
- **\$2,000,000 Set Aside Funds for Future Fleet Building and Basement Remodel (General Fund and Utility Fund)** – Funds have been transferred into a capital project and will be held until full cost able to be funded in accordance with the General Fund Reserves Financial Plan.

- **\$242,605 Diamond Brite Sun Valley Competition, Leisure and Tot Pools (4B Fund)** – Funding was approved to upgrade the Sun Valley Aquatic Park from a painted shell to a plastered shell. The Diamond Brite at Sun Valley has been completed.
- **\$146,995 Upgrade and Replace Irrigation (Parks and Recreation Department) (4B Fund)** – Quotes for updating and replacing irrigation components have been received and are currently being evaluated. Additional quotes are also being requested.
- **\$110,000 Police and Fire Training (General Fund)** – This funding provided \$80,000 in additional training opportunities for the Police department and \$30,000 for the Fire department. In the police department, the following training has been attended: crime prevention, digital police photography, basic criminal investigation, sniper management, crimes against women, social media in law enforcement, crash data recorder device, and child passenger safety training, etc. So far in the Fire department, training has been received in the following areas: swift water, ropes training, high-rise operational class in Florida, and high-rise training in Fort Worth.
- **\$300,000 Enhanced Perimeter Security for Public Safety Departments (Crime Control Fund)** – Wrought iron fencing around the parking areas of the police and fire departments, along with bullet resistant glass on the East side of the police building. Fence is approximately 75% complete, still awaiting installation on both gates and landscaping. Bullet resistant glass will be installed prior to the end of the fiscal year.



- **\$220,562** **Three captain’s SUVs (Asset Forfeiture Fund)** - The three captain SUVs have all been delivered and are at Priority One outfitters to get necessary equipment installed.
- **\$72,000** **License Plate Recognition System Replacement (General Fund)** – The agreement for the license plate recognition system replacement is awaiting the proof of insurance from the vendor before a purchase order can be entered.
- **\$260,245** **Unmarked Hybrids for Street Crimes Unit (General Fund)** – The Hybrid vehicles for Street Crimes are in and all but one vehicle is in service. The final vehicle is currently at Priority One getting outfitted with equipment.
- **\$150,000** **Increase funding for Custodial Services Contract (General Fund)** – Increased funding allowed the City to obtain a new custodial contractor. Andrew’s Building Service, Inc. was selected, with a bid of \$428,467.90. The new contractor has been on the job almost a month and steady progress has been made. Positive things to note include replacement of the existing paper dispensers (1 pull and 10 towels come up) with roller paper towel dispensers so there is no waste. The contractor is also in the process of replacing the soap dispensers. The contractor maintains a work order system that is easy to use and to report deficiencies.



- **\$338,727** **Energy Star Rated Roof Repair/Coating for Various City Owned Facilities (General Fund)** – This work is complete. Roofs included the following: Wastewater Treatment Plant – Prairie Creek and Blower Room; Water Treatment Plant – High Side Pump Station; Fire Station 4; Central Fire Storage Room; and LLELA – three classroom roofs replaced and one roof restored.

- **\$125,000 City Hall Exterior Wall Mortar/Joint Sealing, Windows Repair and Re-coat Parapet Wall (General Fund)** – This work is complete.



- **\$69,544 Parks Maintenance Building Painting, Flooring and Structural Deficiency Inspection Corrective Action (General Fund)** – Work is in progress, painting and other deficiency work has been completed. Flooring and other cabinetry work is scheduled to be complete by May 30th.

- **\$76,182 Remodel Kealy Building C and Fleet and Maintenance Building (General Fund)** – Work is 100% complete. Picture is of Fleet Building with new flooring and paint.



- **\$138,000 Additional Storm Sewer Inspection Funding (General Fund)** – Storm sewer video inspection project is on-going.
- **\$127,856 Replace Four NA Front Line Vehicles Used by Facilities (General Fund)** – Replaced four F250 V8 (8 cylinder) vehicles with downsized vehicles. 100% completed.

Facilities Downsized Frontline Vehicles



- **\$87,193 Inception LED Lighting for City Hall and Grant Theater (Hotel Motel Fund)** – 100% complete.



- **\$720,446 Meter Change Out Program (Utility Fund)** – A seven-year water meter replacement program was approved in Fiscal Year 2016-17. Staff is currently finalizing the RFP that will go out this summer.

FY 2017-18 SUPPLEMENTAL APPROPRIATIONS

Supplemental appropriations being requested total \$2.001M and are needed in the following funds:

- \$95,338 Utility Fund (as discussed previously)
 - Appropriation is requested for Wastewater Treatment Activity for the replacement equipment including one of the Plant 2 motors and a blower. The blower unit is over 30 years old and suffered a catastrophic failure. This unit is part of the activated sludge treatment process. The replacement costs are as follows: the blower \$38,542, motor \$12,484, and shipping and startup is \$5000. In addition, the Prairie Creek Lift Station #4 motor failed in March 2018 and is not repairable. This motor is one of six pumps in the Prairie Creek Lift Station which moves incoming wastewater up to the treatment systems. The cost for this replacement is \$37,814. The total request for Wastewater Treatment is \$93,840.
 - \$1,498 is requested to fund training that was pre-paid in the prior year and not held until the current year. Finance is required to book the expense in the year that the training is received rather than in the year it was actually paid. Therefore, the budget from last fiscal year needs to be carried forward to this fiscal year to match the timing of the financial entry.

- \$147,111 General Fund
 - \$37,111 is requested to fund items that were pre-paid in the prior year and not received until the current year. Finance is required to book the expense in the year that the equipment/service is received rather than in the year it was paid. Therefore, the budget from last fiscal year needs to be carried forward to this fiscal year to match the timing of the financial entry. Prepaid items in the General Fund include: Charter Election expenses to Dallas County, various software maintenance contracts, ICMA registrations, a subscription for aerial imagery, and various training classes in the Police, Economic Development, and Inspections and Permitting departments.

 - \$110,000 is requested to fund additional locations for mid-block flashing crosswalks at various locations throughout the City. This amount will fund the cost to retrofit the locations with proper striping, solar powered, pedestrian actuated, flashing pedestrian crossing signs, and any needed ADA modifications. Following is a chart of the locations.

	CROSSING ACROSS STREET	BETWEEN THESE STREETS	CROSSING FOR	NUMBER OF CROSSINGS
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				(due to Median)
1	Garden Ridge Blvd	Valley Pkwy and Juniper	Hike and Bike Trail	2
2	Valley Parkway	Edmonton and Laramie	Hike and Bike Trail	2
3	Old Orchard Lane	Breezewood and Summit Run	Hike and Bike Trail	1
4	Summit Ave	Breezewood and Lea Meadow	Hike and Bike Trail	1
5	Garden Ridge Blvd	Railroad tracks and Cascade Range	Valley Ridge Elementary School	2
6	Bellaire Blvd	Wild Valley Lane and Oakgrove	Hedrick Middle School	2
7	Lake Park Rd	Oakridge Blvd and Mill	Delay Middle School (from Lakeland Apartments)	1
8	Main St	Charles and Mill		1

■ Grant Fund

- A supplemental appropriation is needed to appropriate funding for the recently approved 10 Minute Walk to a Park grant. There is not a match requirement for this grant.

■ \$26,000 4B Fund

- Wayne Ferguson Plaza plantings and landscape bed material replacement. Total cost is \$36,000, however, \$10,000 was able to be absorbed within the current budget allocation.

Small-Scale Removal & Replacement

- Remove 2 street-side Sycamore trees
- Plant 4-6 small, native trees along Church Street; monitor health of remaining Sycamore trees
- Replace park-side Sycamore trees removed in 2017
- Repair Irrigation
- Remove Basalt rock along Church Street and Alley corridor tree beds
- Install Flexi-base pavement in tree beds

■ Health Insurance Fund

- Fiscal Year 2017-18 health claims are running extremely close to what was budgeted for the year. Therefore, we are not requesting a supplemental at this time, but may come back with a request prior to the end of the fiscal year, if it looks like claims may exceed the budgeted amount. We will monitor this closely throughout the remainder of the fiscal year.

■ Risk Fund

- Fiscal Year 2017-18 claims are running extremely close to what was budgeted for the year. Therefore, we are not requesting a supplemental at this time, but may come back with a request prior to the end of the fiscal year, if it looks like claims may exceed the budgeted amount. We will monitor this closely throughout the remainder of the fiscal year.

■ \$1,215,654 Fire Services District Fund

- Funding is requested to fund a Fire truck that was pre-paid in the prior year and not received until the current year. Finance is required to book the expense in the year that the apparatus is received rather than in the year it was paid. Therefore, the budget from last fiscal year needs to be carried forward to this fiscal year to match the timing of the financial entry.

■ \$477,360 Josey PID Administration

- Assessments received in the Administration fund need to be moved over to the CIP fund. The revenue from the assessment exactly cover the transfer out amount, therefore, the net effect to the fund is zero.

CAPITAL IMPROVEMENT PROGRAM STATUS UPDATE

Following is an update on the major street projects currently in process/planned. Retreat direction was to evaluate the cost of moving utilities underground. A separate Utility Fund CIP presentation will be part of an upcoming Council workshop.

■ Valley Ridge @ Mill Street Intersection

- Original project scope for Valley Ridge did not include the intersection of Mill Street. Due to having to meet existing elevations at the DCTA Rail and at Mill Street, the resulting grades create a condition that causes vehicles to bottom out when driving the speed limit. Freese & Nichols has designed new grades for the intersection that will correct the problem.
- In addition, the Valley Ridge contractor (Sinacola) had a grade bust at the intersection resulting in an ADA non-compliant crosswalk crossing Valley Ridge. Sinacola has agreed to provide a discount on the final payment for Valley Ridge to cover the cost of the error.
- Total cost of the intersection reconstruction is estimated at \$250,000 of which staff has estimated \$77,000 is the contractor's portion. That leaves \$173,000 for the portion of the reconstruction that will be paid for by the City. Funding is available in the project.



■ Old Town TOD (Main and Mill)

- Cost estimate is \$5.9M including intersection improvements at Charles Street & Main, Charles Street & Church. Project scope includes additional street parking, landscape, hardscape, bike lanes, and wide sidewalks on Main Street & Mill Street. ADA improvements at the Charles Street intersections.
- Identified funding is \$5.902M. (Including \$3M grant). Project appears to be adequately funded.
- Converting overhead utilities to underground would cost an estimated \$11,000,000.
- Project construction will be advertised for bids in May 2018.
- Construction expected to begin in August 2018.

■ Timberbrook Subdivision Rehab

- Cost estimate is \$14,750,000. Project scope includes reconstructing all streets bounded by Bellaire, Post Oak, Timberbrook and Walnut. Scope includes concrete pavement with curb & gutter, new sidewalks, utilities and drainage.
- 60% plans are nearly complete. A resident meeting will be scheduled once the 60% plans are received. Project design is expected to be complete by the end of 2018 with construction beginning in early 2019.
- There is \$15,060,000 available for construction, so no additional funding is required at this time.
- There are no overhead utilities in this project area.

■ Holfords Prairie Road

- This project is funded with Denton County Trip 08 funds as well as City of Lewisville GO Bonds (2015), Developers Escrow and Utility Revenue Bonds. Project includes reconstruction of Holford's Prairie Road from Business 121 south to the future extension of Corporate Drive as a 37-foot wide street with curb & gutter.



extension of Corporate Drive as a 37-foot wide street with curb & gutter.

- Cost estimate is \$6.6M. There is \$7.12M in existing/proposed funding available for the remaining design, ROW and construction. Although it appears there is excess funding in this project, the design is not far enough along to accurately estimate the final project cost with inflation. There will be significant ROW costs associated with this project.
- Schematic design is complete for the area near Midway Branch. Staff has been in contact with Eagle Ridge MHP ownership regarding changes to access. It also appears 8 lots will need to be purchased on Oak Tree Lane to accommodate a new bridge on Holfords Prairie Road and associated drainage improvements. Final design of the entire roadway will need to be covered by an additional PSA which is being negotiated by staff.
- Construction is 18 – 24 months out.
- Cost to convert overhead utilities to underground is estimated at \$4,000,000.

■ North Mill

- Scope originally included East Shore, West Shore, Point & Tennie Drive, however those streets have been dropped due to cost escalation. Project includes rebuilding North Mill Street with concrete pavement and no curb & gutter. Drainage ditches will be improved for more capacity. A directional bike lane will be added on each side of the street. Sidewalks are not included based on input received at a resident meeting. Project is at 90% design. Possible construction start in late summer 2018.
- Current construction cost estimate is \$3.449M including \$550,000 in utility replacement. \$2.289M is available in GO bonds (2015). \$1,16M GO bond funding is proposed to be sold this year.
- Cost to convert overhead utilities to underground is estimated at \$3,500,000.

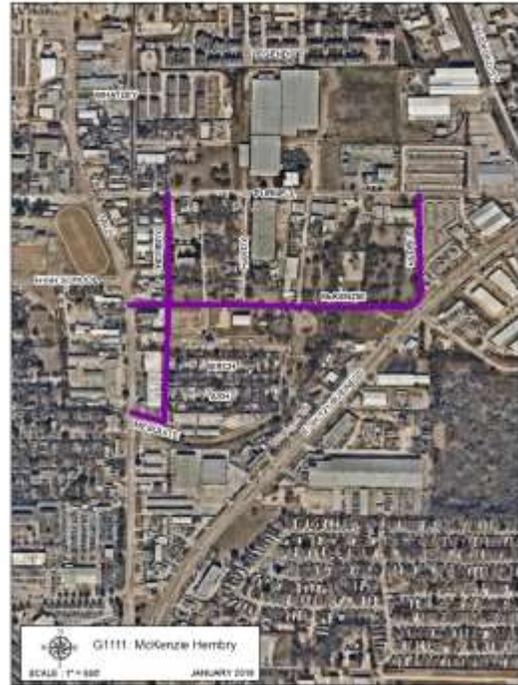
■ Midway Road

- Rebuild asphalt street with 37-foot wide concrete pavement, curb & gutter from Huffines Blvd. to Fire Station #6. Realigns Holfords Prairie intersection. Some sidewalks will be added west of Holfords Prairie Road.
- Design is complete. Project construction will be bid in summer, 2018.
- Construction cost estimate is \$5.33M. There is \$5.334M funding identified. There appears to be sufficient funding to complete the project.
- Cost to convert overhead utilities to underground is estimated at \$6,300,000.



■ McKenzie Hembry

- Original streets included McKenzie, Hembry, Mesquite, Hardy, Willow, Redbud, Lone Oak & Allen, however Lone Oak, Allen, Hardy and Willow were deleted due to cost escalation.
- Rebuild asphalt streets with concrete pavement, curb, gutter and sidewalks where feasible.
- Design is roughly 30% complete. Staff will schedule a resident meeting within the next two months once the 30% plans are complete. Could be ready to bid construction in 12-18 months.
- Cost estimate is \$3.6M. Funding available is \$3.6M including \$495K to be sold this year.
- Project appears to be sufficiently funded.
- Cost to convert overhead utilities to underground is estimated at \$4.1 M



■ Northwest Old Town

- Rebuild asphalt streets with concrete pavement, curb, gutter and sidewalks where feasible.
- Scope includes Richland, Temple, Lynn, Walters, Hatcher & Herod Streets. Degan and Edna Streets were deleted from the scope due to escalation. Degan was recently milled and asphalt overlaid by Public Services. The PCI rating for Edna Street indicates it is in somewhat better condition than other streets in the area.
- Estimated construction cost is \$6.6M. Current available is \$1.765M in utility funds. General fund budget in this project was used to fund Jones Street and will need to be re-appropriated in the amount of \$1.01M. \$1.3M Regional Toll Revenue (RTR) funding via Valley Ridge will be available in late 2018. \$4.545M will be sold in this year's GO bond sale.
- Cost to convert overhead utilities to underground is estimated at \$6,500,000.

■ West College Street

- Scope originally included College Street from I-35 to Mill Street but was reduced to cover Cowan to Mill Street due to cost escalation. Street will generally be concrete, 37' wide with curb & gutter, sidewalk along the north side. Bump-outs will be added for traffic calming. Street parking will be provided on both sides of the street
- Project design is at 30% and an additional resident meeting will be scheduled within the next 1-2 months.
- Cost estimate is \$2.8M. Identified available funding is \$2.982M including \$635,000 in GO Bonds to be sold this year. The project is adequately funded.
- Cost to convert overhead utilities to underground is estimated at \$5,000,000.

■ East College Street

- City secured a \$3M Sustainable Development Grant from NCTCOG. Project will be like Main & Mill Street in that it will include streetscaping, wide sidewalks and bike lanes.
- \$3M funding will be available in late 2018 or early 2019. Staff will select design consultant in late summer, 2018.
- Cost to convert overhead utilities to underground is estimated at \$5,500,000.

■ Civic Circle and Valley

- Originally set up as two projects, the projects have been combined due to proximity and scale. Project includes reconstruction of Civic Circle from Main to Valley Parkway and Valley Parkway from Main to College. The streets both have several patches, however are in acceptable condition.
- \$3.775M in GO bonds to be sold in 18/19 & 19/20. Current cost estimate is \$4.1M. An additional \$325K plus possible inflation will be required.
- Cost to convert overhead utilities to underground is estimated at \$2,200,000. Includes only Valley Parkway as there are no overhead utilities on Civic Circle.

■ Mill Street @ 121B

- TXDOT is strongly considering funding this intersection realignment as part of the Business 121/I-35 Interchange in the I-35, Phase 1-B project. Propose to sell \$1M this year for excess ROW costs. \$100K in revenue bonds is budgeted for utility relocation. (\$1.1M total).
- Cost to convert overhead utilities to underground in this project area is estimated at \$2,600,000.



■ South Kealy

- Project scope includes a concrete 37-foot wide street with curb & gutter and sidewalks from Main Street to Purnell Street.
- Project is in preliminary design. Estimated construction cost is \$2M. \$3.535M is currently available. Staff recommends leaving excess in the project as design is in early stage. Significant ROW is necessary for this project.
- Construction could be 2 years out. Public Services recently performed heavy maintenance due to significant utility patches.
- Cost to convert overhead utilities to underground is estimated at \$1,800,000.

■ Jones and North Kealy (FLAP Grant)

- Project was originally included with North Cowan Ave. The City was awarded a FLAP Grant for these two streets, so North Cowan has been broken out as a separate project. The original funding for the initial project was \$3.825M. Current FLAP grant requires a 19.78% match equaling roughly \$1.237M needed for the Jones/Kealy project. The proposed remaining funding including future bond sales and utility funding is \$2.588M which will be allocated to North Cowan.
- Both streets are proposed concrete 37-foot wide with curb & gutter. Jones & Kealy (FLAP Grant) will have parallel soft surface trails.
- Cost to convert overhead utilities to underground is estimated at \$4,600,000 for all three streets. FLAP Grant will not cover this.

■ North Cowan (Jones to Cul d' Sac)

- Project was originally included with Jones Street & North Kealy. The City was awarded a FLAP Grant for those streets, so North Cowan has been broken out as a separate project. The original funding for the initial project was \$3.825M. Current FLAP grant requires a 19.78% match equaling roughly \$1.237M needed for the Jones/Kealy project. The proposed remaining funding for North Cowan including future bond sales and utility funding is \$2.588M which appears to be sufficient.
- North Cowan is a proposed concrete 37-foot wide with curb, gutter and sidewalk.
- Cost to convert overhead utilities to underground on North Cowan is estimated at \$2,300,000.



■ Corporate - Segments 2 – 4

- Project is part of the overall project to extend Corporate Drive from Waters Ridge to Trinity Blvd in Austin Ranch. Segments 2-4 extend from Railroad Street to Holfords Prairie Road. Street will be a 4-lane divided concrete street including a bridge over the Elm Fork Trinity River. Design is roughly 30% complete.
- The project is RTR funded with 10% local match split between City and County. City required to pay overages. Segments 2-4, estimated construction cost at \$35M.
- Cost to convert overhead utilities to underground is estimated at \$16,000,000.

■ Corporate – Segment 5

- Project is part of the overall project to extend Corporate Drive from Waters Ridge to Trinity Blvd in Austin Ranch. Segment 5 extend from Holfords Prairie Road to Old Denton Road in Carrollton. Street will be a 4-lane divided concrete street. Design is roughly 60% complete.
- The project is RTR funded with 10% local match split between City and County. Segment 5 estimated at \$4.8M.
- Project is in Carrollton, so no utility conversion was estimated.

■ Corporate – Segment 6

- Project is part of the overall project to extend Corporate Drive from Waters Ridge to Trinity Blvd in Austin Ranch. Segment 6 extends from FM 544 to Josey Lane. Street will be a 4-lane divided concrete street. Most of Segment 6 has been completed by developer funding leaving only the railroad crossing underneath the KCS Railroad. RR bridge design is complete pending KCS approval with the roadway plans at 90% Completion.
- RTR funded with 10% local match split between City and County. Segment 6 is estimated at \$14M.
- No overhead Utilities to relocate.



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

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

FROM: Donna Barron, City Manager

DATE: May 7, 2018

SUBJECT: **Consideration of a Resolution Nominating a Representative and an Alternate Representative to the North Central Texas Council of Government's Regional Transportation Council.**

BACKGROUND

The City currently holds a seat on the North Central Texas Council of Governments Regional Transportation Council (RTC). The RTC is the independent transportation policy body of the Metropolitan Planning Organization. The City appointee to this position is Mayor Durham who was appointed in June 2007. The appointee is required to be an elected official who serves on the governing body they represent.

Membership on the Regional Transportation Council is either by direct membership or group representation. At its April 10, 2014 meeting, the RTC approved revisions to its Bylaws and Operating Procedures. These revisions included changes to RTC membership based on the North Central Texas Council of Government's most recent population and employment figures and an effort to group entities based on their geographic proximity and similar planning needs. The Cities of Lewisville, Highland Village, and the Town of Flower Mound share a seat on the council. The RTC's Bylaws and Operating Procedures state that "The person representing a group of several cities shall be selected by the mayors/county judges using a weighted vote of the maximum of the daytime or nighttime population of the cities/counties represented."

Charlotte Wilcox, the Mayor of Highland Village has indicated her interest in continuing to serve as the alternate for the group.

RECOMMENDATION

It is City staff's recommendation that the City Council approves a resolution nominating a representative and an alternate representative to the North Central Texas Council of Government's Regional Transportation Council.



The Transportation Policy Body for the North Central Texas Council of Governments
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)



April 3, 2018

The Honorable Rudy Durham
Mayor
City of Lewisville
PO Box 299002
Lewisville, TX 75057

The Honorable Tom Hayden
Mayor
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

The Honorable Charlotte Wilcox
Mayor
City of Highland Village
1000 Highland Village
Highland Village, TX 75077

Dear Mayors Durham, Hayden, and Wilcox

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. The Cities of Lewisville, Flower Mound, and Highland Village share a seat on the Regional Transportation Council. The RTC's Bylaws and Operating Procedures state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in June of even-numbered years and shall be serving on one of the governing bodies they represent. A table containing population and employment figures is enclosed.

The Regional Transportation Council maintains a cluster seat for each of the three urbanized areas of Denton, Lewisville, and McKinney. The Bylaws revision states that representation for the three urbanized area seats can come from any of the cities within the respective cluster. The Bylaws further state that in the spirit of integrated transportation planning, all cities within a city-only cluster are eligible to hold the RTC membership seat for the cluster, and the cities should strongly consider rotation of the seat among the entities within the respective cluster. Items to consider when contemplating seat rotation may include: 1) a natural break in a member's government service, such as the conclusion of an elected term, 2) a member's potential to gain an officer position or advance through the officer ranks, 3) a member's strong performance and commitment to transportation planning, or 4) the critical nature of a particular issue or project and its impact on an entity within the cluster.

April 3, 2018

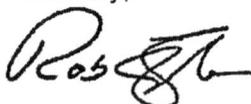
An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. The alternate member must be predetermined in advance of a meeting and will have voting rights in the absence of the primary member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official, if a primary member is a non-elected individual, then the alternate member can be either a non-elected individual or an elected official. Cities and/or counties within a cluster group are strongly encouraged to reflect diversity in their selections of primary and alternate members as well as membership rotation amongst the group depending on the qualifications of the appointees. A best practice may be to appoint the alternate member from an eligible entity within the cluster that is not providing the primary member.

Your current primary representative on the RTC is Rudy Durham, Mayor, City of Lewisville. Your current alternate representative is Charlotte Wilcox, Mayor, City of Highland Village. You may choose to keep your current primary representatives or appoint a new primary representative and/or alternate representative. I encourage you to make your new appointment or appointments prior to June when the new two-year terms begin. Please mail (P.O. Box 5888, Arlington, TX 76005-5888) or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designation should be confirmed in writing by all entities included in this group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

Please contact Vercie Pruitt-Jenkins at 817/608-2325 if you have any questions. We look forward to hearing from you.

Sincerely,



Rob Franke, Chair
Regional Transportation Council
Mayor, City of Cedar Hill

VPJ
Enclosure

cc Ms. Donna Barron, City Manager, City of Lewisville
Mr. Michael Leavitt, City Manager, City of Highland Village
Mr. Jimmy Stathatos, Town Manager, Town of Flower Mound

**2018 REGIONAL TRANSPORTATION COUNCIL
MEMBERSHIP STRUCTURE**

<u>City</u>	<u>2017 Population Estimates¹</u>	<u>2014 Employment Estimates²</u>	<u>Maximum of Population & Employment</u>
City Membership			
Plano	277,720	274,623	277,720
McKinney	169,710	58,005	169,710
Anna	12,390	534	12,390
Princeton	9,460	1,645	9,460
Fairview	9,110	1,968	9,110
Melissa	8,850	1,325	8,850
Allen	95,350	39,278	95,350
Lucas	7,030	2,101	7,030
Wylie	48,140	19,940	48,140
Rowlett	57,840	13,289	57,840
Sachse	23,950	1,960	23,950
Murphy	19,980	3,623	19,980
Frisco	161,400	74,099	161,400
Prosper	20,160	3,077	20,160
Little Elm	38,250	4,486	38,250
The Colony	41,160	8,576	41,160
Celina	10,310	1,820	10,310
Providence Village	6,310	322	6,310
Dallas	1,270,170	1,126,984	1,270,170
University Park	22,820	13,536	22,820
Highland Park	8,510	5,272	8,510
Garland	234,710	101,932	234,710
Addison	15,730	66,566	66,566
Richardson	107,400	130,960	130,960
Irving	234,710	288,487	288,487
Coppell	40,820	42,084	42,084
Mesquite	143,060	61,034	143,060
Balch Springs	24,480	6,183	24,480
Seagoville	15,900	5,666	15,900
Sunnyvale	5,440	5,155	5,440
Grand Prairie	187,050	84,554	187,050
Duncanville	39,240	16,227	39,240
DeSoto	52,120	19,240	52,120
Cedar Hill	47,320	16,201	47,320
Lancaster	37,730	13,267	37,730
Glenn Heights	11,680	1,114	11,680
Hutchins	5,350	4,084	5,350
Carrollton	130,820	107,662	130,820
Farmers Branch	31,560	78,393	78,393
Denton	128,160	76,474	128,160
Sanger	8,100	4,287	8,100
Corinth	20,800	6,429	20,800
Lake Dallas	7,260	1,811	7,260
Lewisville	103,640	68,798	103,640
Flower Mound	71,850	34,187	71,850
Highland Village	15,380	5,396	15,380

<u>City</u>	<u>2017 Population</u>	<u>2014 Employment</u>	<u>Maximum of Population & Employment</u>
Fort Worth	815,430	504,040	815,430
Arlington	382,230	212,737	382,230
N. Richland Hills	67,120	27,093	67,120
Richland Hills	7,920	6,055	7,920
Haltom City	42,740	23,793	42,740
Watauga	23,600	5,813	23,600
White Settlement	16,830	9,029	16,830
River Oaks	7,310	1,880	7,310
Lake Worth	4,710	6,125	6,125
Westworth Village	2,620	1,097	2,620
Saginaw	21,320	10,131	21,320
Azle	11,800	4,554	11,800
Keller	44,620	15,242	44,620
Grapevine	49,130	92,774	92,774
Southlake	28,880	32,998	32,998
Colleyville	24,630	10,358	24,630
Westlake	1,310	6,360	6,360
Trophy Club	11,250	1,173	11,250
Roanoke	8,040	8,135	8,135
Hurst	38,410	21,743	38,410
Euless	54,870	20,205	54,870
Bedford	48,560	30,660	48,560
Mansfield	63,670	31,353	63,670
Benbrook	22,260	7,238	22,260
Forest Hill	12,500	3,749	12,500
Crowley	14,440	5,648	14,440
Everman	6,110	1,766	6,110
Kennedale	7,420	4,006	7,420

County Membership

	<u>2017 Population</u>
<u>Collin County</u>	932,530
<u>Dallas County</u>	2,502,270
<u>Denton County</u>	814,560
<u>Tarrant County</u>	1,966,440
<u>Ellis County</u>	173,410
Ennis	18,660
Waxahachie	34,410
Midlothian	24,450
Red Oak	12,600
<u>Kaufman County</u>	116,140
Forney	18,590
Kaufman	6,670
Terrell	<u>16,570</u>
Combined Ellis and Kaufman Population	289,550

<u>Johnson County</u>	164,970
Burleson	43,960
Cleburne	29,780
Keene	6,280
Joshua	6,680
<u>Hood County</u>	64,840
Granbury	<u>9,310</u>
Combined Johnson and Hood Population	229,810
<u>Hunt County</u>	94,350
Commerce	8,240
Greenville	26,800
<u>Rockwall County</u>	93,130
Rockwall	42,120
Heath	7,820
Royse City	11,540
Fate	<u>11,380</u>
Combined Hunt and Rockwall Population	187,480
<u>Parker County</u>	130,150
Weatherford	27,660
Mineral Wells	16,740
<u>Wise County</u>	62,460
Decatur	6,530
Bridgeport	<u>6,130</u>
Combined Parker and Wise Population	192,610

Transportation Providers

DART
DCTA
FWTA
DFW International Airport
TxDOT Dallas
TxDOT Fort Worth
NTTA

Sources

¹ Population - NCTCOG 2017 Population Estimates

² Employment - NCTCOG 2014 Small Area Employment Estimates

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LEWISVILLE, TEXAS, NOMINATING A
REPRESENTATIVE AND ALTERNATE
REPRESENTATIVE TO THE REGIONAL
TRANSPORTATION COUNCIL.**

WHEREAS, the Regional Transportation Council (RTC) Bylaws and Operating Procedures state that “The person representing a group of several cities shall be selected by the mayors/county judges using a weighted vote of the maximum of the daytime or nighttime population of the cities/counties represented”; and,

WHEREAS, the cities of Lewisville, Highland Village, and the Town of Flower Mound share a seat on the Regional Transportation Council;

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

SECTION 1. The City of Lewisville hereby nominates Lewisville Mayor Rudy Durham, as the representative and Highland Village Mayor Charlotte Wilcox, as the alternate representative to the Regional Transportation Council.

SECTION 2. That this resolution shall become effective immediately upon its passage and approval.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 7th DAY OF MAY, 2018.

RESOLUTION NO. _____

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APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Eric Ferris, Deputy City Manager

DATE: April 9, 2018

SUBJECT: **Consideration of a Resolution of the City of Lewisville, Texas Finding That Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor Pursuant to 16 Tex. Admin. Code § 25.243 to Increase Distribution Rates Within the City Should be Denied; Finding That the City's Reasonable Rate Case Expenses Shall be Reimbursed by the Company; Finding That the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel.**

BACKGROUND

On April 5, 2018, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval of a Distribution Cost Recovery Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$19,002,177.

ANALYSIS

The purpose of the Resolution is to deny the DCRF application proposed by Oncor. The following is a summary of the proposed resolution by section:

- Section 1. Authorizes the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 48231.
- Section 2. Authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
- Section 3. Finds that the Company's application is unreasonable and should be denied.

Subject: Oncor 2018 DCRF Rate Case Filing
May 7, 2018
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- Section 4. States that the Company's current rates shall not be changed.
- Section 5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.
- Section 6. Recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
- Section 7. Provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

The Oncor Cities Steering Committee (OCSC) intends to engage the services of a consultant to review the Company's filing. The consultant will review the filing and identify adjustments that should be made to the Company's request. Cities have jurisdiction over this matter.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the resolution to deny the DCRF proposed by Oncor as set forth in the caption above.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEWISVILLE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Lewisville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about April 5, 2018 Oncor filed with the City an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 48231, seeking to increase electric distribution rates by approximately \$19,002,177; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 48231.

Section 2. That subject to the right to terminate employment at any time, the City of hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any

RESOLUTION NO. _____

necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Stephen N. Ragland, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 7TH DAY OF MAY, 2018.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY