



Lewisville City Council

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



Click on the item you would like to view, and it will appear in the window to the right.

A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
DECEMBER 19, 2016**

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

WORKSHOP SESSION - 6:00 P.M.

REGULAR SESSION – 7:00 P.M.

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 6:00 P.M.

- A. Update on Work Completed for the Communications Plan, Communications Audit, and Related Parts of the Lewisville 2025 Vision Plan
- B. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION – 7:00 P.M.

- A. **INVOCATION:** Mayor Durham
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Mayor Pro Tem Gilmore
- C. **PUBLIC HEARINGS:**
 - 1. **Continued Public Hearing:** Consideration of Deeming Substandard a Single Family Dwelling Located at 729 Red Wing Drive, Timberbrook 4 Subdivision, Block A, Lot 2, Lewisville, Texas.

**AGENDA
LEWISVILLE CITY COUNCIL
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ADMINISTRATIVE COMMENTS:

On October 17, 2016 the public hearing for this item was continued until December 19, 2016 at the request of the property owner to resolve issues with their lien holder. The Building Official has determined that the structure is substandard. The Lewisville City Code requires that a public hearing be held in order for the City Council to deem the structure substandard. The owner of record is Melva J. McFerren, who is deceased. Current owners are Patricia and Patrick Malone. All required notifications have been given and procedures have been followed by the City.

RECOMMENDATION:

That the City Council deem the single family structure substandard as set forth in the caption above.

AVAILABLE FOR QUESTIONS: - Cleve Joiner, Director of Neighborhood Services

2. **Public Hearing:** Consideration of an Ordinance Granting an Amended Special Use Permit for an Auction Yard (Vehicle) on a 41.059-Acre Lot, Legally Described as Lot 1R, Block A, Metro Auto Auction Dallas Addition, Located on the Southeast Corner of Midway Road and Barfknecht Lane, at 1836 Midway Road, Zoned Light Industrial (LI), as Requested by G&A Consultants, LLC. on Behalf of BHA Real Estate Holdings LLC., the Property Owner (Case No. SUP-2016-12-12).

ADMINISTRATIVE COMMENTS:

Metro Auto Action originally constructed this site in 2012. The proposal includes the addition of 3,552 square feet onto an existing 33,398 square foot building. Two service bays will be included in the proposed addition. The exterior of the addition will match the existing building facade. The plans also call for additional trees to be added to the interior of the site. On December 6, 2016, the Planning and Zoning Commission recommended unanimous approval (6-0) of the Amended SUP.

RECOMMENDATION:

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

**AGENDA
LEWISVILLE CITY COUNCIL
DECEMBER 19, 2016**

AVAILABLE FOR - Richard E. Luedke, Planning Manager
QUESTIONS: - Matthew St. Marie, G&A Consultants

- 3. Public Hearing: Consideration of a Resolution Authorizing the City Manager to Submit the 2017 Assessment of Fair Housing to the U.S. Department of Housing and Urban Development.**

ADMINISTRATIVE COMMENTS:

An Assessment of Fair Housing (AFH) must be submitted to the U.S. Dept. of Housing and Urban Development by January 4, 2017 (and every five years thereafter) as a requirement to continue receiving Community Development Block Grant (CDBG) funds. The AFH analyzes how demographic trends and development patterns affect populations protected by the Fair Housing Act. The CDBG Advisory Committee held two public forum meetings to accept public input prior to the assessment. The assessment is available for a 30 day public comment period from December 2, 2016 to January 3, 2017. The draft AFH was presented to City Council at the December 5, 2016 City Council workshop.

RECOMMENDATION:

That the City Council approve the resolution and authorize the City Manager to submit the assessment as set forth in the caption above.

- D. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.
- E. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
- 4. APPROVAL OF MINUTES: City Council Minutes of the December 5, 2016, Workshop Session and Regular Session.**
- 5. Approval of an Agreement for Architectural Services With Brown Reynolds Watford Architects, Dallas, Texas to Serve as Architects for the Design of Fire Stations No. 3 and No. 8 in the Amount of \$770,800; and Authorization for the City Manager to Execute the Agreement.**

**AGENDA
LEWISVILLE CITY COUNCIL
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ADMINISTRATIVE COMMENTS:

Pursuant to state law, the selection of an architect must be based on demonstrated competence and qualifications to perform the required services. The City previously selected Brown Reynolds Watford Architects to design Fire Station No. 7 and the Joint Police/Fire Training Facility. Based on this experience and the firm's experience in designing facilities for other fire agencies, Brown Reynolds Watford Architects is being recommended for the design of Fire Stations No. 3 and No. 8.

RECOMMENDATION:

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

- 6. Approval of a Bid Award for an Annual Requirements Contract for Household Hazardous Waste Paint Disposal to Progressive Environmental Services dba SWS Environmental Services, Fort Worth, Texas, for an Estimated Amount of \$59,550.**

ADMINISTRATIVE COMMENTS:

A total seven (7) bid invitations were downloaded from Bidsync.com. Five (5) bids were received and opened December 1, 2016. This contract provides services for the proper disposal of hazardous paint products that are collected from our City's Household Hazardous Waste (HHW) Collection program each month. The term of the contract is for twelve (12) months, with an option to extend for up to two (2) additional twelve-month periods. Funds are available in the Public Services Utility Fund Budget.

RECOMMENDATION:

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

- 7. Approval of Change Order No. 4 to the Valley Ridge Boulevard (Mill Street to College Street) Project in the Amount of \$609,783.76; and Authorization for the City Manager to Execute the Change Order.**

**AGENDA
LEWISVILLE CITY COUNCIL
DECEMBER 19, 2016**

ADMINISTRATIVE COMMENTS:

On December 1, 2014, the City Council awarded a contract to Mario Sinacola and Sons Excavating, Inc. for the Valley Ridge Boulevard (Mill Street to College Street) project in the amount of \$14,639,622.90. Staff has negotiated with Sinacola for Change Order No. 4 in the amount of \$609,783.76 to relocate a 12-inch water line at the intersection of Valley Ridge Boulevard and Kealy Avenue, and a 20-inch water line at the intersection of Valley Ridge Boulevard and Mill Street and for associated mobilization and traffic control. Funding for the change order is available in the Valley Ridge capital project.

RECOMMENDATION:

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

- 8. Approval of a Toyota Tundra Pickup Truck Donation From Lone Star Toyota of Lewisville Valued in the Amount of \$45,000; and Approval of Lone Star Toyota of Lewisville Railroad Park as the New Name for the Park.**

ADMINISTRATIVE COMMENTS:

Toyota of Lewisville entered a naming rights agreement with the City for Railroad Park in August of 2010. Section 13b of the naming rights agreement requires prior written approval from the City prior to any Park name change. The dealership has sold and is now re-branded as Lone Star Toyota of Lewisville. With the name change of the dealership, it is requested that the park name be changed from Toyota of Lewisville Railroad Park to Lone Star Toyota of Lewisville Railroad Park. The truck will be wrapped to promote the park and the dealership and will also have the City logo. The truck will be used by the park foreman supervising the park and will be seen in the park and throughout town.

RECOMMENDATION:

That the City Council accept the donation and approve the name change as set forth in the caption above.

F. REGULAR HEARINGS:

- 9. Consideration of a Nomination to the North Central Texas Council of Governments Regional Emergency Preparedness Planning Council (EPPC); and Consideration of Appointing an Alternate Representative to the North Central Texas Council of Governments Regional Emergency Preparedness Planning Council (EPPC).**

**AGENDA
LEWISVILLE CITY COUNCIL
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ADMINISTRATIVE COMMENTS:

Deputy Mayor Pro Tem Leroy Vaughn was nominated by City Council on November 5, 2012 and subsequently appointed as a member to the North Central Texas Council of Governments (NCTCOG) Regional Emergency Preparedness Planning Council (EPPC). His current term expires on January 26, 2017. The EPPC is composed of elected officials from participating cities and counties. Cities are grouped into population brackets in accordance with current population estimates. The nomination form needs to be returned to the NCTCOG Executive Board no later than January 9, 2017. Mayor Pro Tem Gilmore currently serves as the Alternate Representative for this committee. City Council will also need to consider an Alternate Representative to fill in for the representative if needed.

RECOMMENDATION:

That the City Council consider the nomination to EPPC and alternate appointments as set forth in the caption above.

10. Consideration of the Dates and Location for the 2017 City Council Retreat, and Dates for Upcoming Workshops.

ADMINISTRATIVE COMMENTS:

Council previously approved February 2 and 3 for as the dates for the 2017 City Council Retreat. Staff recommendation is to hold the retreat in Allen, Texas in order to tour mixed use, retail, and event center developments in that City. Currently the Courtyard by Marriott is holding space for February 2, 3, and 4 (in case Council would prefer February 3rd and 4th rather than the 2nd and 3rd currently scheduled). In addition, staff is recommending that April 10 be added to list of workshop dates and May 29 be removed.

RECOMMENDATION:

That the City Council finalize the dates and location for the City Council Retreat, remove May 29 as a workshop date, and add April 10 as a workshop date.

AVAILABLE FOR QUESTIONS: - Gina Thompson, Director of Strategic Services

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

**AGENDA
LEWISVILLE CITY COUNCIL
DECEMBER 19, 2016**

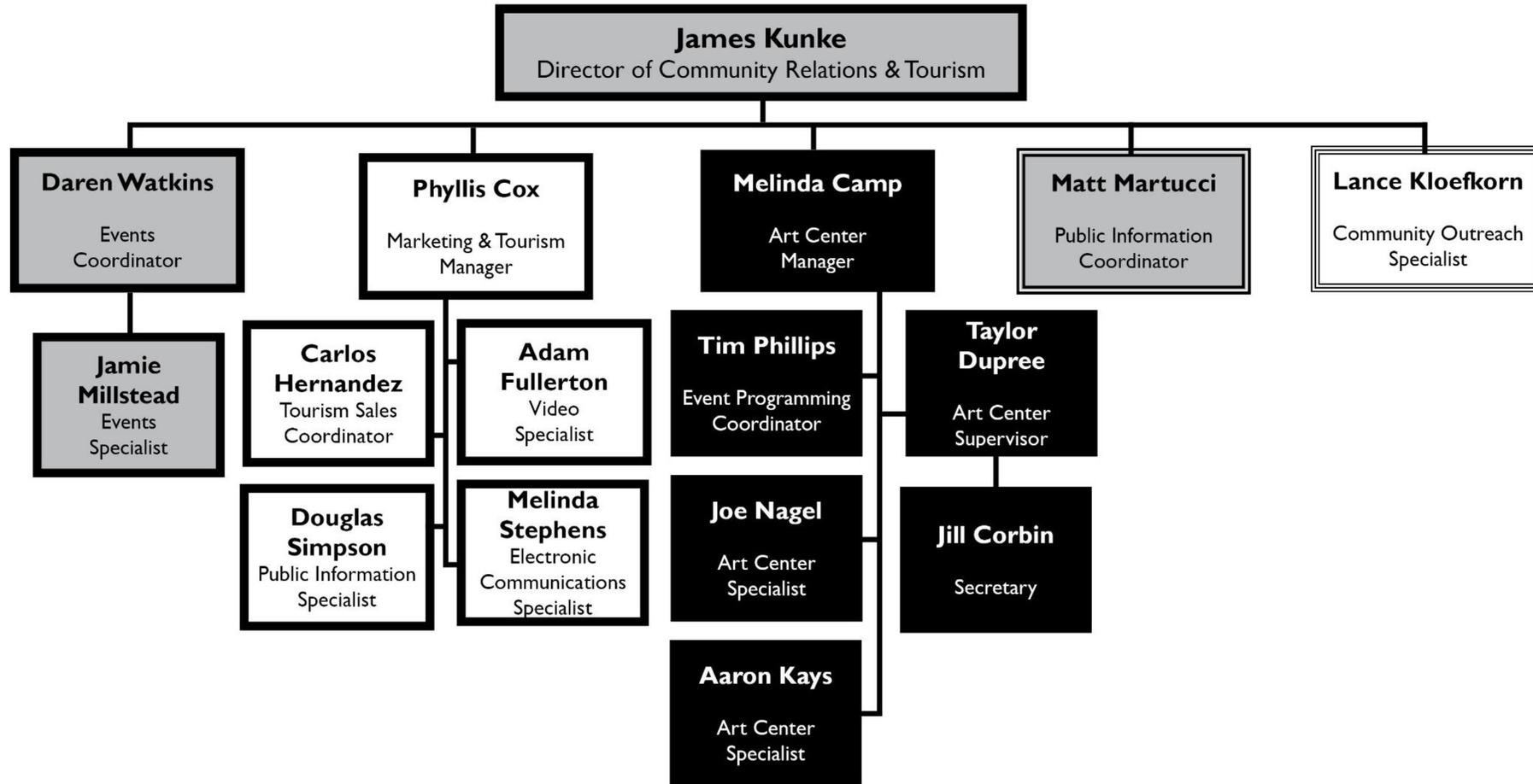
- H. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
 - 1. Section 551.072 (Real Estate): Property Acquisition
 - 2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- I. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- J. **ADJOURNMENT**

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

Communications Update

- *Lewisville 2025 vision plan*
- *2014 Communications Plan*
- *2015 Communications Audit*
- *Major Initiatives*

Communications Staff



Status of Recommendations

STATUS	MEANS...
DONE	This is a one-time project or task that has been completed
ONGOING	This is a project or task that has been completed but continues to be a regular part of the communication program
IN PROGRESS	This is a project or task that has been started but is not yet completed
PENDING	This is a project or task that has not yet been started but remains in the plan
REMOVED	This is a project or task that has been removed from the plan and will not be completed



Lewisville 2025 vision plan

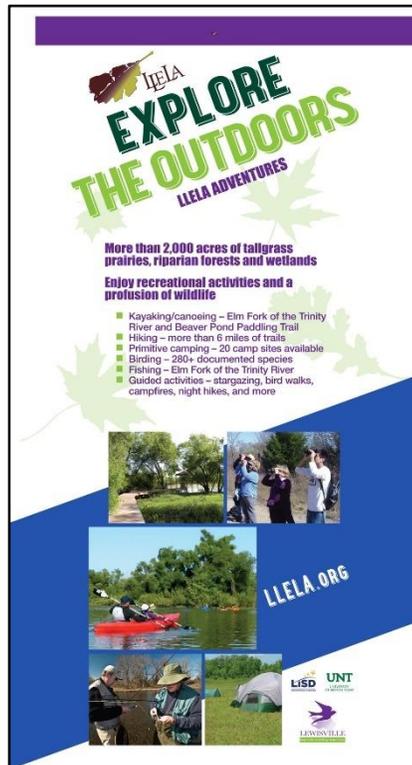
- Developed in 2014 by a 50-member volunteer committee with assistance from an outside consultant and city staff
- Adopted by City Council in June 2014
- Created nine Big Moves for Lewisville, including one called “Communications & Marketing” - however, there are action steps related to communications addressed in multiple Big Moves



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Lewisville 2025 vision plan

RECOMMENDATION	STATUS
<p>Use communications, marketing and social media tools to engage Lewisville residents in everyday interaction with the Green Centerpiece and its assets</p>	<p>ONGOING. Advertising money was diverted to LLELA in the 14-15 and 15-16 budgets; a dedicated budget line was added in 16-17 to develop and launch a marketing plan</p>



LLELA EXPLORE THE OUTDOORS
LLELA ADVENTURES

More than 2,000 acres of tallgrass prairies, riparian forests and wetlands

Enjoy recreational activities and a profusion of wildlife

- Kayaking/canoeing – Elm Fork of the Trinity River and Beaver Pond Paddling Trail
- Hiking – more than 6 miles of trails
- Primitive camping – 20 camp sites available
- Birding – 280+ documented species
- Fishing – Elm Fork of the Trinity River
- Guided activities – stargazing, bird walks, campfires, night hikes, and more

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LISD UNT

LEWISVILLE



STEP THROUGH NATURE

LEWISVILLE, TEXAS



LLELA Urban Wilderness

- Hiking on five trails through natural woods and wetlands
- Canoeing or kayaking on the Elm Fork and Beaver Pond
- Camping and fishing along the Elm Fork of the Trinity River
- Visiting the 1869 Minor-Porter Log Home
- Birding opportunities with 280 migratory and resident species
- Kids' fishing days, night hikes and a variety of other events

I stepped through nature and drifted under willows while floating past reeds and cattails on a Beaver Pond Kayak Tour. The wetlands and woods provided an amazing ecosystem and natural habitat for all kinds of birds and wildlife at LLELA. It's a must see!

★★★★★




Open Daily ■ 972.219.3550 ■ LLELA.org

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Convention & Visitors Bureau

LLELA



Lewisville 2025 vision plan

RECOMMENDATION	STATUS
<p>Expand and enhance Old Town events to create a unique identity (Western Week, Summer Music Series, Texas Tunes Series, Pet Parade, Chalk this Way/Arts Festival)</p>	<p>ONGOING. Chalk This Way was expanded into ColorPalooza arts and environmental festival in April 2016; additional events have been funded for WFP in the 16-17 budget</p>



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Lewisville 2025 vision plan

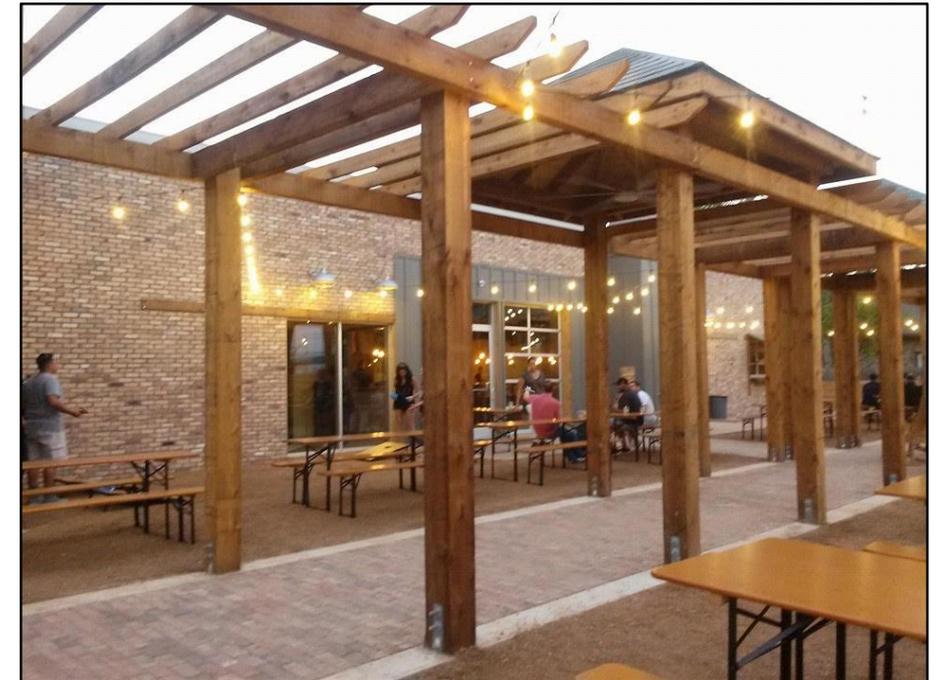
RECOMMENDATION	STATUS
<p>Partner with existing non-profit organizations, such as Main/Mill Association, KLB, and Cloud 9 Charities, etc., to create a number of quality events that create a unique identity for the core (Brewfest)</p>	<p>ONGOING. BrewFest continues to grow each June; the Chamber is planning a Latin festival for April 2017; staff has met with Four Seasons Markets about possibilities for a farmers market or similar activity</p>



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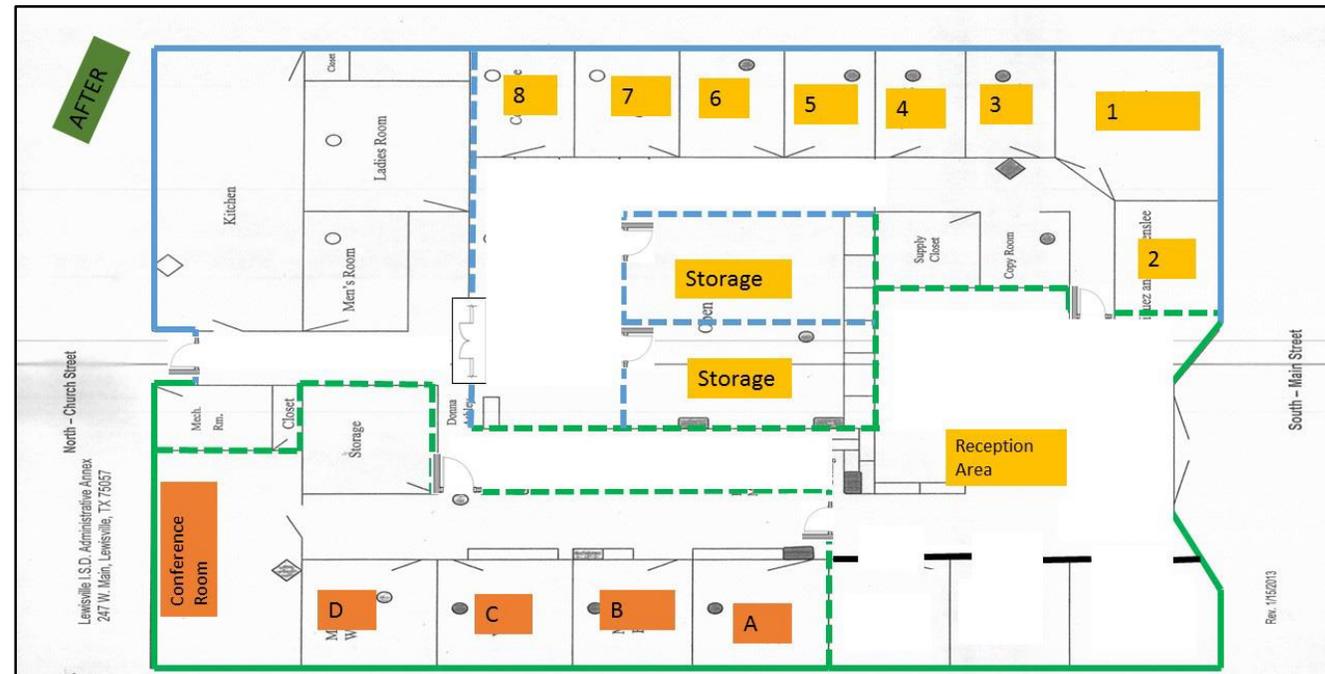
Lewisville 2025 vision plan

RECOMMENDATION	STATUS
<p>Other projects helping achieve the Old Town Big Move but not specifically listed as a Priority Action or Action Step in the Lewisville 2025 vision plan</p>	<p>ONGOING. An outside firm has been retained to develop an Old Town Visitor Marketing Plan, expected to roll out in late spring 2017</p>



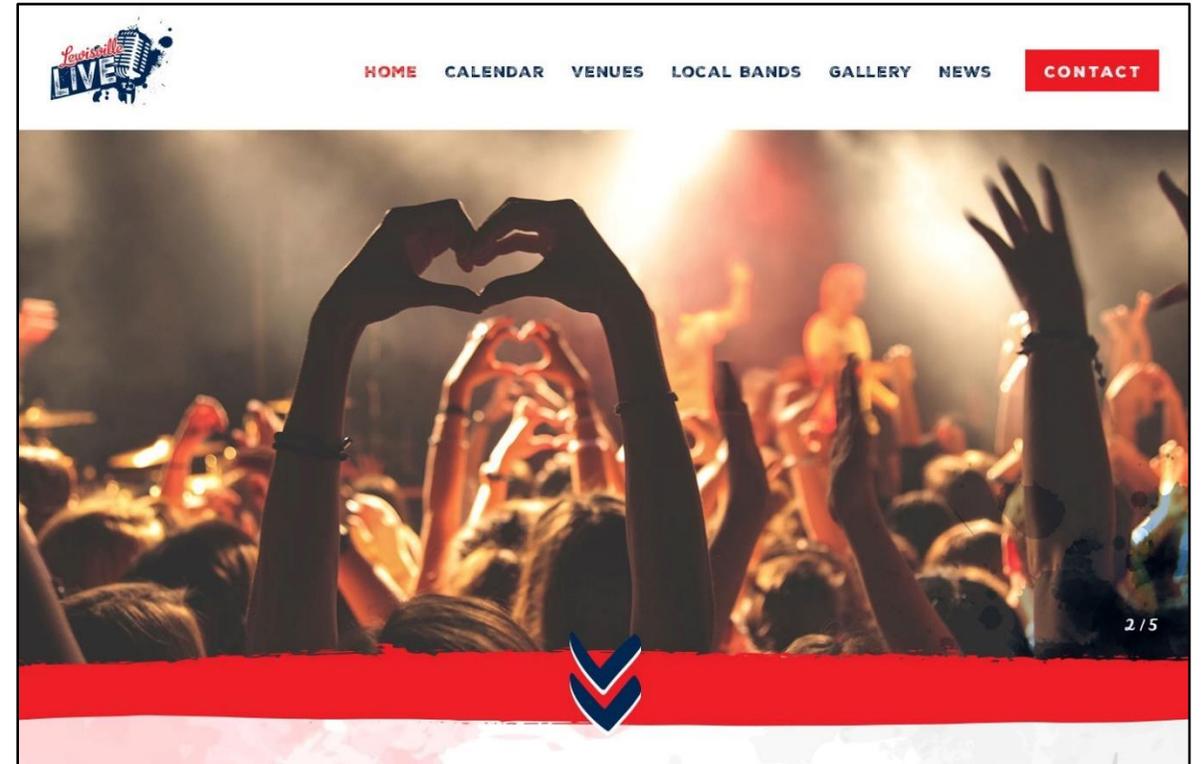
Lewisville 2025 vision plan

RECOMMENDATION	STATUS
<p>Other projects helping achieve the Old Town Big Move but not specifically listed as a Priority Action or Action Step in the Lewisville 2025 vision plan</p>	<p>IN PROGRESS. City has purchased the LISD Annex building behind MCL Grand for a new Visitor Information Center; will include a monument sign on Main Street; estimated opening in April 2017</p>



Lewisville 2025 vision plan

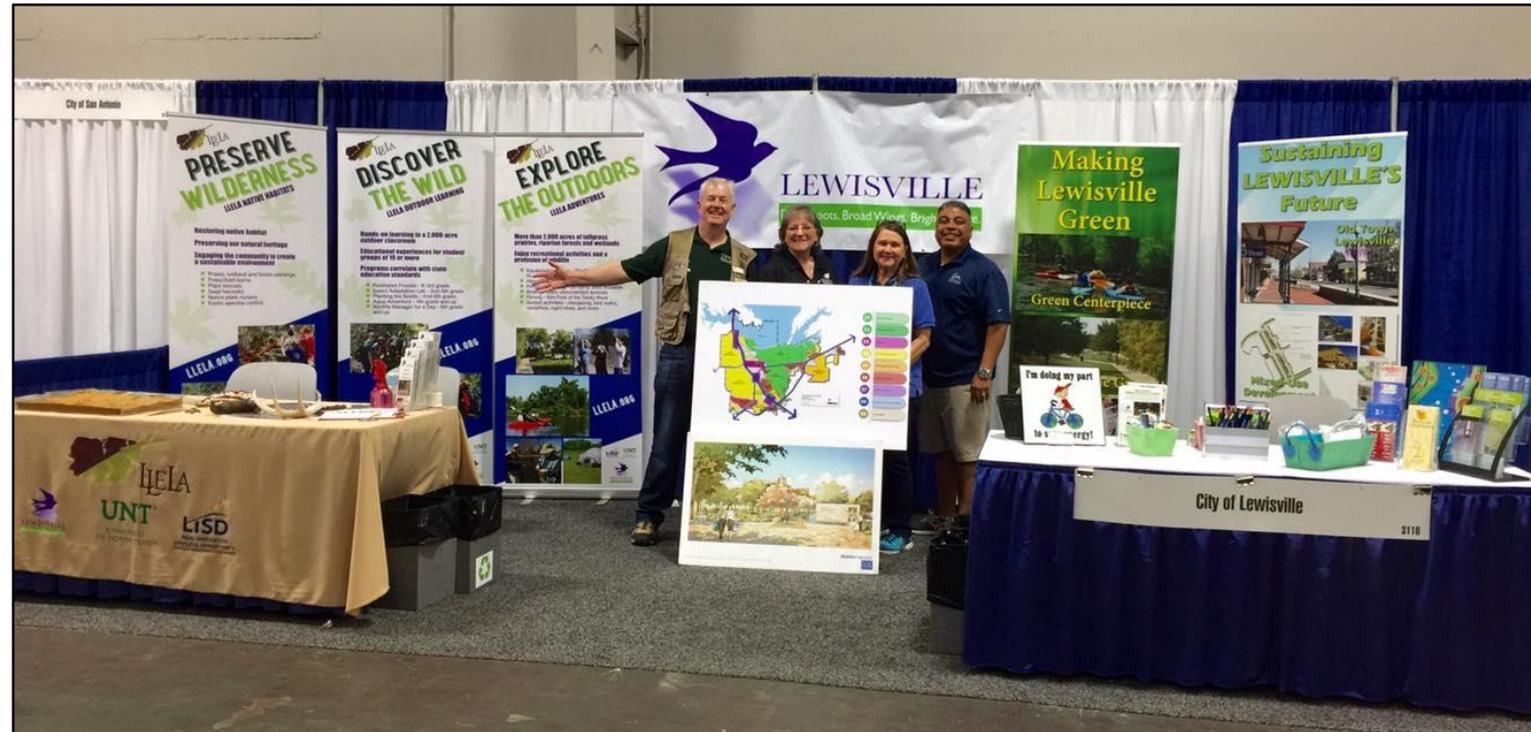
RECOMMENDATION	STATUS
Other projects helping achieve the Old Town Big Move but not specifically listed as a Priority Action or Action Step in the Lewisville 2025 vision plan	ONGOING. Development has begun on a micro website (Lewisville Live) dedicated to live music venues and events in Lewisville



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Lewisville 2025 vision plan

RECOMMENDATION	STATUS
<p>Find creative ways to engage the community, particularly children and young adults, to take advantage of their ideas and interest in sustainability</p>	<p>ONGOING. ColorPalooza festival in April 2015 included Eco-Alley with demonstrations and displays by sustainability partners; had a booth presence at Earth Day Dallas</p>



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Lewisville 2025 vision plan

RECOMMENDATION	STATUS
Adopt and implement a three-year Communication Plan	DONE. Plan was finalized in July 2014
Conduct a Communications Audit	DONE. Final report was received in July 2015
Conduct a Brand Assessment	DONE. Final report was received in July 2015
Communicate with the management of employment center companies about Lewisville 2025 vision and engage them in achieving this vision	ONGOING. Lewisville 2025 annual report was mailed to all commercial addresses in the city in February 2016, with second report planned for distribution in January 2017
Develop a citywide Marketing Plan	IN PROGRESS. Component plans are in place or under development; editorial calendar prepared for 2017
Develop and expand city's image as an "arts community" for residents and visitors	ONGOING. Currently negotiating contract with an outside firm to create a Public Arts Master Plan; also accepting submission for public art component at new recreation center



2014 Communications Plan

- Developed 2013-14 as part of the Certified Public Communicator program at Texas Christian University
- Finalized in July 2014
- Developed internally by the department director with guidance from faculty advisors at TCU and input from CPC class members and department staff
- Declares the purpose of Lewisville's public communications, references existing policies, establishes general procedures, and sets a three-year plan for the communications program
- Includes four goals and 13 tactics (recommendations); tactics were divided by each plan year



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2014 Communications Plan

RECOMMENDATION (YEAR ONE)	STATUS
Conduct a communications audit including internal and external focus groups	DONE. Audit was completed in 2015
Conduct a brand assessment to include effectiveness, timeliness, and implementation	DONE. Assessment was completed in 2015
Resume internal communication committee with a first charge to assess and recommend public feedback processes	PENDING. Assigned to the Public Information Coordinator position added in November 2015 as part of Lewisville 2025 vision plan
Resume annual Resident Satisfaction Survey in electronic format	ONGOING. Surveys conducted annually since August 2014
Develop a regular reporting process on communication efforts for City Council, management, and department directors	PENDING. Assigned to the Public Information Coordinator position added in November 2015 as part of Lewisville 2025 vision plan
Work with internal communications committee to maximize public engagement opportunities	PENDING. Assigned to the Public Information Coordinator position added in November 2015 as part of Lewisville 2025 vision plan



2014 Communications Plan

RECOMMENDATION (YEAR TWO)	STATUS
Develop and implementation plan for key recommendations of the Communications Audit	IN PROGRESS. Of the 16 highest priorities recommendations, nine are complete, four are in progress, and two are pending
Develop a citywide marketing plan for general activities, coordinated with special events, MCL Grand, and tourism marketing plans	IN PROGRESS. Component plans are in place or under development; editorial calendar prepared for 2017
Structure a one-semester internship for CVB, event, and marketing projects	REMOVED. A new fulltime position was added in November 2015 in response to the Lewisville 2025 vision plan
Consider hiring an outside firm to conduct MCL Grand marketing design efforts	DONE. Outside firms were hired to design marketing pieces and some advertising; some advertising design remains in house



2014 Communications Plan

RECOMMENDATION (YEAR THREE)	STATUS
Continue implementation of key recommendations from the Communications Audit	IN PROGRESS. Of the 16 highest priorities recommendations, nine are complete, four are in progress, and two are pending
Establish a Lewisville Ambassador program to create advocates in the community	PENDING. Success of the Citizens University program has addressed the perceived need, but staff continues to monitor
Consider hiring an outside firm to conduct Special Events marketing design efforts	DONE. Outside firms were hired to design marketing pieces and some advertising; some advertising design remains in house



2015 Communications Audit

- Conducted in 2014-15 by Cooksey Communications
- Development included interviews with about 40 people including council members, board members, city staff from all departments, business representatives, neighborhood representatives, social service agencies, and special event partners
- Included a Brand Assessment study
- Final report (July 2015) included four Key Objectives with a total of more than 50 specific recommendations
- Nineteen recommendations were prioritized ahead of the rest (some items were combined for this status update, for a total of 16 recommendations)



2015 Communications Audit

RECOMMENDATION

Reintroduce printed version of Horizon newsletter

STATUS

DONE. Quarterly publication started in June 2016, mailed to all residential addresses in Lewisville and Castle Hills

LEWISVILLE
Horizon
City of Lewisville's Official Publication • Deep Roots. Broad Wings. Bright Future. • June 2014

The Mayor's Corner
By Mayor Rudy Durham

Restaurant boom in Old Town

Western Days Sept. 23-24

Inside the Horizon

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New News for Municipal Affairs

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Black Box Songwriter Series continues Sunday July 13

A quarterly publication of the City of Lewisville • cityoflewisville.com

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The Mayor's Corner
By Mayor Rudy Durham

Western Days Sept. 23-24

Music Headlines

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Lewisville Film Open House

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Black Box Songwriter Series begins August 7

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The Mayor's Corner
By Mayor Rudy Durham

Holiday Stroll festivities Dec. 3

Candidate filing ends Feb. 17

Inside the Horizon

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Christmas at the Coker

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The Mayor's Corner
By Mayor Rudy Durham

As Lewisville Mayor Rudy Durham took office in 2011, he set a goal to improve the quality of life in our city. One of the ways he has done this is by focusing on our downtown area. Over the past few years, we have seen a significant increase in the number of restaurants and businesses that have opened in Old Town. This is a great sign for our city and shows that we are becoming a more vibrant and exciting place to live and work.

Western Days Sept. 23-24

The City of Lewisville is excited to announce that the 2014 Western Days festival will be held on September 23-24. This is a great opportunity for our residents and visitors to enjoy a weekend of fun, music, and family-friendly activities. The festival will feature a variety of performances, including live music, dance, and theatrical productions. There will also be a parade, a craft fair, and a children's area. The festival is free and open to the public. For more information, please visit www.cityoflewisville.com/western-days.

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The Mayor's Corner
By Mayor Rudy Durham

Western Days Sept. 23-24

The City of Lewisville is excited to announce that the 2014 Western Days festival will be held on September 23-24. This is a great opportunity for our residents and visitors to enjoy a weekend of fun, music, and family-friendly activities. The festival will feature a variety of performances, including live music, dance, and theatrical productions. There will also be a parade, a craft fair, and a children's area. The festival is free and open to the public. For more information, please visit www.cityoflewisville.com/western-days.

Music Headlines

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The Mayor's Corner
By Mayor Rudy Durham

Holiday Stroll festivities Dec. 3

The City of Lewisville is excited to announce that the 2014 Holiday Stroll festivities will be held on December 3. This is a great opportunity for our residents and visitors to enjoy a night of fun, music, and family-friendly activities. The festivities will feature a variety of performances, including live music, dance, and theatrical productions. There will also be a parade, a craft fair, and a children's area. The festivities are free and open to the public. For more information, please visit www.cityoflewisville.com/holiday-stroll.

Candidate filing ends Feb. 17

The City of Lewisville is excited to announce that the 2014 candidate filing deadline is February 17. This is a great opportunity for our residents and visitors to run for office. For more information, please visit www.cityoflewisville.com/candidate-filing.

2015 Communications Audit

RECOMMENDATION	STATUS
Revamp and launch city website with new content management system offering easier navigation and bill payment processing	IN PROGRESS. Five redesigned websites launched in November/December 2016. Online payment system still under review

- [City](#)
- [CVB](#)
- [LLELA](#)
- [MCL Grand](#)
- [EcoDev](#)



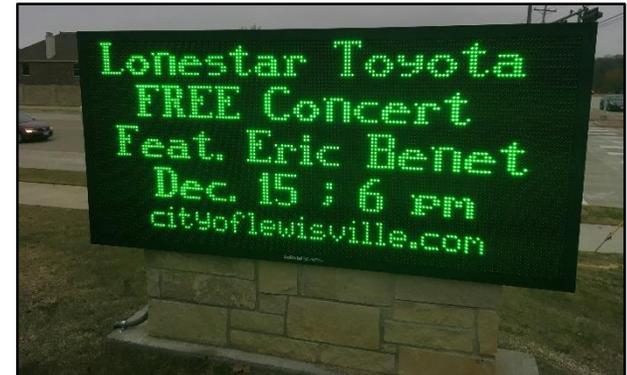
2015 Communications Audit

RECOMMENDATION	STATUS
Add communications coordinator to staff to assist with core communications tasks, public relations, and strategic communication duties	DONE. Public Information Coordinator added in 2015-16 budget; position was filled with Matt Martucci in November 2015
Dallas Business Journal special supplemental insert to showcase the Lewisville 2025 plan and things happening or that will happen	IN PROGRESS. Discussing special section with Dallas Morning News for 2017 publication
Coffee With Council sessions to help the community get to know elected officials and learn about city government	PENDING. Councilman Gilmore held one on his own, and Police Chief Kerbow has been holding “Coffee With Cops” events; a formal program involving Council is not yet in place
Keep the City website current at all times and make the Customer Support Center easier to navigate and use	ONGOING. Website content is maintained daily by department representatives; the recent re-design included upgrades to the CSC presentation and interface



2015 Communications Audit

RECOMMENDATION	STATUS
Develop and distribute a Lewisville 2025 vision plan “key messages” document	DONE. Lewisville 2025 annual report was mailed to all Lewisville and Castle Hills addresses in February 2016
Get Library and PALS engaged in social media updates	DONE. PALS page on Facebook launched in January 2016; Library page on Facebook already existed, with Instagram and Twitter added in late 2016
Ensure electronic signage in front of City building is easier to read, used consistently, and ties to key city messages	ONGOING. Use guidelines have been put in place for all four electronic signs and content is reviewed regularly



2015 Communications Audit

RECOMMENDATION	STATUS
Ensure communications updates are prominently featured in City Manger’s reports to Council	REMOVED. The previous CM Report has been discontinued; all media releases are copied to Council members concurrent to or prior to public distribution
Ensure the process for updating Council on breaking news is working well; improve process for sharing media coverage with Council members and City staff	IN PROGRESS. Staff has met with counterparts in Richardson to examine that city’s success with a daily press report
Conduct proactive outreach to target media; proactively pitch stories to DFW-area media	IN PROGRESS. Public Information Coordinator has successfully pitched expanded coverage of ColorPalooza, USA Water Polo, Keeping Tradition Alive, Western Days, and LLELA; two media fam tours are planned for 2017

<http://www.fox4news.com/news/223072028-story>



2015 Communications Audit

RECOMMENDATION	STATUS
Cultivate media relationships proactively through in-person meetings; regularly distribute news releases through social media feeds and emails to target media	ONGOING. Public Information Coordinator has assumed basic media relations tasks
Conduct media training for all City spokespersons	PENDING. This was done several years ago, but another class will be planned for sometime in 2017
Review and enhance the city’s target media list, expanding targets more broadly	ONGOING. Public Information Coordinator updated and expanded the list in early 2016, and continues to maintain the list
Create and tweet newsworthy content for Twitter and link it to Facebook and the website; ensure the same messaging is used for multiple channels	ONGOING. Electronic Communications Specialist has revised and expanded use of Twitter



Status of Recommendations

STATUS	LEWISVILLE 2025	2014 COMM. PLAN	2015 COMM. AUDIT
DONE	Three recommendations	Four recommendations	Four recommendations
ONGOING	Eight recommendations	One recommendation	Five recommendations
IN PROGRESS	One recommendation	Three recommendations	Four recommendations
PENDING	No recommendations	Four recommendations	Two recommendations
REMOVED	No recommendations	One recommendation	One recommendation



Major Initiatives

- Horizon
- Websites
- [MARTY](#)
- LV2025 report
- Gateway monument signs
- Surveys
- LLELA marketing
- Old Town marketing
- Social media
- News media



LEWISVILLE
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Questions?



LEWISVILLE
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MEMORANDUM

TO: Donna Barron, City Manager

FROM: Cleve Joiner, Director of Neighborhood Services

VIA: Claire Swann, Assistant City Manager

DATE: December 19, 2016

SUBJECT: **Continued Public Hearing: Consideration of Deeming Substandard a Single Family Dwelling Located at 729 Red Wing Drive, Timberbrook 4 Subdivision, Block A, Lot 2, Lewisville, Texas.**

BACKGROUND

On October 17, 2016 the public hearing for this item was continued until December 19, 2016 at the request of the property owner to resolve issues with their lien holder. Since that time, there has been no change on the status between the bank and the current owners.

On October 18, 2015, a two-alarm fire substantially damaged a single family residence located at 729 Red Wing Drive. The Building Official has determined that the structure is substandard. The Lewisville City Code requires that a public hearing be held in order for City Council to deem the structure as substandard. The previous owner of record is Melva J. McFerren, who is deceased. Patricia (daughter) and Patrick Malone are the current owners of the property, although the property is now in foreclosure by Bank of America.

After the fire, the Owners never made needed repairs and the structure was left burned-out with no roof for a year. Due to continued deterioration and exposure to the elements, the condition of the structure has worsened. The structure cannot be brought up to minimum code standards without costly remodeling or demolition. Prior to the last meeting, the Owners represented that they are willing to demolish the property, but only after City Council deems the structure substandard. Bank of America's attorney also verbally stated that they did not have any objections to demolition. But at the last meeting, both the Owners and the bank decided to ask for additional time. City Council provided that additional time by extending the public hearing for two months.

In these last two months, no changes to the property or ownership have occurred. The house remains burned-out and a dangerous structure. The Owners have represented that they have worked out their financial issues with the bank, but that the bank has not yet endorsed their insurance check. The Owners believe they will receive their insurance check within the next thirty days. We have tried to make contact with the bank, but have not received a phone call back from them.

Subject: B11 (729 Red Wing Drive)
October 17, 2016
Page 2

ANALYSIS

The Lewisville City Code, Article VII. Substandard Buildings-Section 4-241 states in part:

Any building or portion thereof which is determined to be an unsafe building in accordance with the building code adopted in Section 4-26, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions listed in this article or not in compliance with section 4-151 et seq., to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building.

The following conditions were found to exist in violation of minimum standards of the Lewisville City Code, Article VI, Section 4-311 (13) and are submitted as evidence of the structure's substandard condition:

1. General dilapidation and improper maintenance of exterior materials.
2. Deteriorated or ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows or doors.
3. Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.
4. Broken, rotten, split or buckled exterior wall coverings or roof coverings.

Required notices have been provided to the owner and all lienholders. Contact has been made with the owners by certified letters, phone, and email. Letters notifying the property owners of substandard conditions on their property were sent on the following dates:

1. March 24, 2016 (substandard notice)
2. June 23, 2016 (2nd substandard notice)
3. October 4, 2016 (Public Hearing Notice)

The time between the fire, the initial substandard notification letter, and subsequent letters is due to the discovery that the owner of record was deceased. Then, once the new homeowners were identified, they were making progress with the insurance company to bring the property out of substandard condition. Although an insurance check has now been issued to the owners, the property is in foreclosure and the owner has advised that hold-ups are due to continued negotiations with the lienholder (Bank of America) who has not yet endorsed their insurance check.

Subject: B11 (729 Red Wing Drive)
October 17, 2016
Page 3

If the City Council deems this structure substandard, the Owner would still have thirty days to demolish the structure. This means that if their insurance check is endorsed and received in thirty days, as they anticipate, then they can demolish the structure themselves without further City intervention. But, if they fail to do so within that time period, the City can demolish the structure for them and then invoice them for the cost of demolition.

RECOMMENDATION

It is City staff's recommendation that the single family structure be deemed substandard as set forth in the caption above.



SCALE: 1"= 100'

THRUSH DR

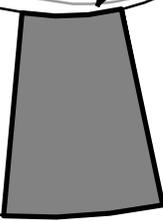
SUBJECT PROPERTY

MAGNOLIA DR

REDWING DR

MOCKINGBIRD DR

Sub Standard Property
729 Red Wing Dr - Burnout
41 Violations



SCALE: 1"= 50'

SUBJECT PROPERTY

MAGNOLIA DR

REDWING DR

LIVE OAK

MOCKINGBIRD DR

BELLAIRE BLVD

SH 121

Sub Standard Property
729 Red Wing Dr - Burnout
41 Violations





SCALE: 1"= 100'

THRUSH DR

MAGNOLIA DR

SUBJECT PROPERTY

REDWING DR

MOCKINGBIRD DR

Sub Standard Property
729 Red Wing Dr - Burnout
41 Violations





LEWISVILLE

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City of Lewisville
Code Enforcement Division
151 W. Church Street • PO Box 299002
Lewisville, Texas 75029-9002
www.cityoflewisville.com

March 24, 2016

CERTIFIED MAIL 9314 8699 0430 0021 6454 13

MCFERREN, MELVA JOYCE
549 SURF ST
LEWISVILLE, TX 75067

Location: 729 RED WING DR **1ST Letter**

TIMBERBROOK 4 PH A BLK D LOT 2

As you may be aware, the Building Inspections Division is assigned the responsibility of enforcing the regulations contained in the Code of City of Lewisville. In that regard, for the health and safety of our community, it has come to our attention that the above described property is in violation of the following City of Lewisville ordinance(s). The purpose for this notice is to educate and achieve your voluntary compliance.

Any building or portion thereof which is determined to be an unsafe building in accordance with the building code adopted in section 4-26, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions listed in this article or not in compliance with section 4-151 et seq., to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building.

This property as described herein will be inspected on or after the following date to determine if the conditions have been corrected:

04/25/2016

Please be advised, failure to comply with City code requirements may result in the issuance of citations for the violation and such citations may be issued each and every day for which the violation exists.

If you have any questions, please contact me at the number listed below. Your prompt attention is greatly appreciated.

Respectfully,

Jim Daniel
Building Inspector
CONTACT NUMBER: (972)219-5029



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

City of Lewisville
Building Inspection Division
151 W. Church Street • PO Box 299002
Lewisville, Texas 75029-9002
www.cityoflewisville.com

June 23, 2016

CERTIFIED MAIL 9314 8699 0430 0024 3354 96

9314 8699 0430 0024 3354 96
PATRICIA AND PATRICK MALONE
1804 MORNING MIST TRAIL
FLOWER MOUND TEXAS 75028

Location: 729 RED WING DR—FINAL NOTICE

TIMBERBROOK 4 PH A BLK D LOT 2

As you may be aware, the Building Inspections Division is assigned the responsibility of enforcing the regulations contained in the Code of City of Lewisville. In that regard, for the health and safety of our community, it has come to our attention that the above described property is in violation of the following City of Lewisville ordinance(s). The purpose for this notice is to educate and achieve your voluntary compliance.

Any building or portion thereof which is determined to be an unsafe building in accordance with the building code adopted in section 4-26, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions listed in this article or not in compliance with section 4-151 et seq., to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building.

Any building or portion thereof which is determined to be an unsafe building in accordance with the building code adopted in section 4-26, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions listed in this article or not in compliance with section 4-151 et seq., to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building.

As the result of a structure fire the roof is destroyed. The structure has no utilities: Water, Gas, or Electric.

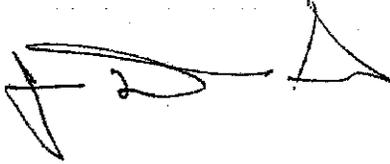
This property as described herein will be inspected on or after the following date to determine if the conditions have been corrected:

07/25/2016

Please be advised, failure to comply with City code requirements may result in the issuance of citations for the violation and such citations may be issued each and every day for which the violation exists.

If you have any questions, please contact me at the number listed below. Your prompt attention is greatly appreciated.

Respectfully,

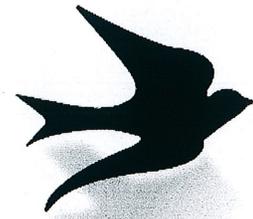
A handwritten signature in black ink, appearing to read 'Jim Daniel', with a stylized flourish at the end.

Jim Daniel
Building Inspector
CONTACT NUMBER: (972)219-5029

Certified Article Number

9314 8699 0430 0027 1057 06

SENDERS RECORD



LEWISVILLE

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October 4, 2016

Patricia and Patrick Malone
1804 Morning Mist Trail
Flower Mound, Texas 75028

Location: 729 Red Wing Dr.

SUBJECT: PUBLIC HEARING NOTICE (Copy Enclosed)

Please be advised, a public hearing will be held on October 17, 2016 at 7:00 p.m. as provided for in the City of Lewisville, Texas, Code of Ordinances, Chapter 4, Article VII. Substandard Structure.

At the public hearing, information will be presented to the City Council so that they may determine if the residential structure located at the above address is in fact substandard as defined in the City of Lewisville, Texas, Code of Ordinances, Chapter 4, Article VII. You will be required to submit at the hearing, proof of the scope of any work that may be required to comply with the ordinance and the time it will take to reasonably perform the work.

Demolish, rebuild or repairs to meet current codes and standards.

Due to the above stated conditions, the Building Inspection Division considers the structures substandard. If we can provide you with additional information please call 972-219-3470.

Sincerely,

A handwritten signature in black ink, consisting of a horizontal line with a vertical line crossing it, and a small flourish at the end of the horizontal line.

Neighborhood Services Director
972-219-3470

NOTICE OF PUBLIC HEARING

NOTICE is hereby given to all interested parties that the Lewisville City Council will hold a Public Hearing to determine if the residential structure located at Consideration of Deeming Substandard a Single Family Dwelling Located at 729 Red Wing Drive, Timberbrook 4 Subdivision, Block A, Lot 2, Lewisville, Texas Denton County is substandard as defined in the City of Lewisville Code of Ordinances, Chapter 4, Article VII.

The Public Hearing will be held at 7:00 PM on Monday, October 17, 2016 at the Lewisville City Hall building located at 151 West Church Street, in the City Council Chambers.

Cleve Joiner

Director of Neighborhood Services

972-219-3471



Denton Publishing Company

Order Confirmation

Customer:	LEWISVILLE CITY LEGAL	Customer Account:	100042771
Ad Order #:	0001562447	PO Number:	
Sales Rep:	Julie Hammond	Order Taker:	Julie Hammond

Net Amount:	\$24.10	Tax Amount:	\$0.00	Total Amount:	\$24.10
Payment Method:	Check/Money Order	Payment Amount:	\$0.00	Amount Due:	<input type="text" value="\$24.10"/>

Ad Order #: 0001562447

Ad Number: 0001562447-01

Color: **Ad Size:** 1 X 33 li

WYSIWYG Content

CITY OF LEWISVILLE

NOTICE OF PUBLIC HEARING

NOTICE is hereby given to all interested parties that the Lewisville City Council will hold a Public Hearing to determine if the residential structure located at Consideration of Deeming Substandard a Single Family Dwelling Located at 729 Red Wing Drive, Timberbrook 4 Subdivision, Block A, Lot 2, Lewisville, Texas Denton County is substandard as defined in the City of Lewisville Code of Ordinances, Chapter 4, Article VII.

The Public Hearing will be held at 7:00 PM on Monday, October 17, 2016 at the Lewisville City Hall building located at 151 West Church Street, in the City Council Chambers.

Cleve Joiner
 Director of
 Neighborhood Services
 972-219-3471

drc 10/6/2016

Run Dates	Product	Placement/Classification - Position
Publish Date: 10/06/2016 Stop Date: 10/06/2016	DP Denton Record	Sort Text DP C-Legals - DP LG Legals LGL-729 RED WING DRIVE, TIMBERBROOK 4
Publish Date: 10/06/2016 Stop Date: 11/05/2016	DP Denton RC.com	DP C-Legals - DP LG Legals LGL-729 RED WING DRIVE, TIMBERBROOK 4

October 4, 2016

TO: E-MAIL: classads@dentonrc.com
jhammond@dentonrc.com
pmadewell@dentonrc.com

FROM: Cleve Joiner, CITY OF LEWISVILLE
(972)219-3471 (OFFICE)
(972)219-3772 (FAX)

NO. OF PAGES: 2 – Three separate Notices

PLEASE NOTE: PER CITY POLICY, IF THE COST OF A PUBLIC NOTICE TOTALS \$1,000 OR MORE, A PURCHASE ORDER MUST BE OBTAINED; THEREFORE, PLEASE NOTIFY ME UPON RECEIPT OF THIS NOTICE, IF THE COST OF THIS ADVERTISEMENT WILL BE \$1,000 OR MORE, SO I CAN PROVIDE YOU WITH A PURCHASE ORDER NUMBER FOR BILLING AND PAYMENT PURPOSES.

THANK YOU FOR YOUR COOPERATION.

PLEASE PUBLISH THE FOLLOWING NOTICE IN DENTON RECORD CHRONICLE AT LEAST 10 DAYS PRIOR TO October 17, 2016

**NOTICE OF
PUBLIC HEARING**

NOTICE is hereby given to all interested parties that the Lewisville City Council will hold a Public Hearing to determine if the residential structure located at 810 Foxwood Place, Serendipity Village Subdivision, Block 5, Lot 23, Lewisville, Texas Denton County is substandard as defined in the City of Lewisville Code of Ordinances, Chapter 4, Article VII.

The Public Hearing will be held at 7:00 PM on Monday, October 17, 2016 at the Lewisville City Hall building located at 151 West Church Street, in the City Council Chambers.

Cleve Joiner
Director of Neighborhood Services
972-219-3471

**NOTICE OF
PUBLIC HEARING**

NOTICE is hereby given to all interested parties that the Lewisville City Council will hold a Public Hearing to determine if the residential structure located at Consideration of Deeming Substandard a Single Family Dwelling Located at 729 Red Wing Drive, Timberbrook 4 Subdivision, Block A, Lot 2, Lewisville, Texas Denton County is substandard as defined in the City of Lewisville Code of Ordinances, Chapter 4, Article VII.

The Public Hearing will be held at 7:00 PM on Monday, October 17, 2016 at the Lewisville City Hall building located at 151 West Church Street, in the City Council Chambers.

Cleve Joiner
Director of Neighborhood Services
972-219-3471

**NOTICE OF
PUBLIC HEARING**

NOTICE is hereby given to all interested parties that the Lewisville City Council will hold a Public Hearing to determine if the residential structure located at Consideration of Deeming Substandard a Single Family Dwelling Located at 401 Village Drive, Serendipity Village Subdivision Block E, Lot 1, Lewisville, Texas, Denton County is substandard as defined in the City of Lewisville Code of Ordinances, Chapter 4, Article VII.

The Public Hearing will be held at 7:00 PM on Monday, October 17, 2016 at the Lewisville City Hall building located at 151 West Church Street, in the City Council Chambers.

Cleve Joiner
Director of Neighborhood Services
972-219-3471



MEMORANDUM

TO: Donna Barron, City Manager
FROM: Richard E. Luedke, Planning Manager
DATE: December 19, 2016
SUBJECT: **Public Hearing: Consideration of an Ordinance Granting an Amended Special Use Permit for an Auction Yard (Vehicle) on a 41.059-Acre Lot, Legally Described as Lot 1R, Block A, Metro Auto Auction Dallas Addition, Located on the Southeast Corner of Midway Road and Barfknecht Lane, at 1836 Midway Road, Zoned Light Industrial (LI), as Requested by G&A Consultants, LLC. on Behalf of BHA Real Estate Holdings LLC., the Property Owner (Case No. SUP-2016-12-12).**

BACKGROUND

Metro Auto Auction has been in business in Lewisville for approximately four years. It is located on the south side of Midway Road between Barfknecht Lane and Holfords Prairie Road.

Phase I of Metro Auto Auction contained 30.211 acres and was completed in 2012 with development occurring prior to the Specific Use Permit requirements being in place. It included the demolition of several existing structures and the construction of two new buildings: a 33,398 square-foot main office and check-in facility and a 23,448 square foot reconditioning building. The buildings have multi-colored masonry veneer panels with stone accents and other architectural features as illustrated in the existing site photos. The main office building contains a large landscaped area with a variety of flowers, shrubs and plantings. In addition to these two new buildings and as a part of Phase I, Metro Auto Auction also paid \$640,360 in street escrow fees for the future improvement of Midway Road, Barfknecht Lane and Holford's Prairie Road.

Phase II of Metro Auto Auction occurred in 2014 with the approval of a Specific Use Permit ("SUP") for the facility. The SUP process allows for consideration of certain uses that may potentially be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions. By granting the SUP, City Council made Metro Auto Auction a legal conforming use and also allowed for expansion. Phase II required the relocation of a detention pond and combining two detention ponds for a total of four detention ponds on-site and the addition of approximately 11 acres to the property, bringing the total site up to 41.059 acres. Dedication of additional right-of-way along Barfknecht Lane and Holford's Prairie Road was required, which also included the payment of \$777,030 for the improvement of the surrounding streets. Metro Auto Auction has complied with all existing SUP requirements.

Currently, Metro Auto Auction is requesting an amendment to their existing SUP to allow for another expansion of their existing facility. The proposed expansion involves the addition of two bays to one of the existing buildings on the site. This will involve the restriping and

relocation of a few parking spaces. On December 6, 2016, the Planning and Zoning Commission recommended unanimous approval (6-0) of the SUP.

ANALYSIS

Building Design

The current auction bay building is a one-story building with tilt-wall construction. This building is 33,398 square feet in size. The applicant is proposing to add 3,552 square feet with two additional bays to the southern end of the building. The proposed exterior façade of the addition will match the existing concrete panel building with a stone veneer wainscot.

Screening & Landscaping

The auction vehicle storage area is screened by a masonry screening wall. All three street frontages (Midway Road, Barfknecht Lane and Holfords Prairie Road) have an existing landscape strip that varies from 10 to 25 feet in width and contains a variety of trees (live oak, red oak, cedar elm, chinese pistache, lace bark elm) in addition to seasonal color along the Midway Road area and along the building's main façade. Nine additional trees from the approved tree list will be added to the interior portion of the site.

RECOMMENDATION

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

Aerial Map - Metro Auto Auction



**MINUTES
PLANNING AND ZONING COMMISSION
DECEMBER 06, 2016**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 p.m. Members present: Chairman James Davis, William Meredith, MaryEllen Miksa, Alvin Turner, Steve Byars and Kristin Green. Member John Lyng was absent.

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

Item 5:

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

- A. **Public Hearing:** Consideration of an Amended Special Use Permit (SUP) Request for An Auction Yard (Vehicle) on a 41.059-Acre Lot, Legally Described as Metro Auto Auction Dallas Addition, Lot 1R, Block A, Located on the Southeast Corner of Midway Road and Barfknecht Lane, at 1836 Midway Road, Zoned Light Industrial (LI), as Requested by G&A Consultants, LLC. On Behalf of BHA Real Estate Holdings LLC., the Property Owner. (Case No. SUP-2016-12-12).

Staff gave an overview of the proposed special use permit request. The applicant wishes to add 3,552 square feet to the existing building for two vehicle bays and rearrange parking. Staff recommended approval as submitted. Chairman Davis asked what the hours of operation would be for the two additional bays. Matthew St. Marie of G&A Consultants answered that the bays would only be operational during normal business hours on Tuesdays only. The public hearing was then opened by Chairman Davis. There being no public comment, the public hearing was then closed. A motion was made by William Meredith to recommend approval of the Special Use Permit, seconded by Kristin Green. The motion passed unanimously (6-0). Staff indicated that this item would be going before the City Council on December 19th for a second public hearing and a final decision.

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

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

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

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

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

(c) *Area.*

(1) *Size of yards.*

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

(2) *Reserved.*

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

SECTION 17-29.5 - "SUP" SPECIAL USE PERMIT

(a) *Purpose.*

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

(b) *Application submittal and approval process.*

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

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

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

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

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

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

(c) *Compatibility criteria for approval.*

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

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

(d) *SUP conditions.*

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

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

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

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

(f) *Compliance mandatory with written requirements.*

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

(g) *Timing.*

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

(h) *Zoning map.*

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

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

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

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

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



LEWISVILLE

SPECIAL USE PERMIT (SUP)
APPLICATION

Owner/s (name): <u>BHA REAL ESTATE HOLDINGS LLC</u>	
Company Name: <u>METRO AUTO AUCTION</u>	
Mailing Address: <u>8333 ROYAL RIDGE PKWY ; SUITE 100</u>	
Work #: <u>972-536-2926</u>	Cell #: <u>214 789 2332</u>
E-Mail: <u>RSANDERS@BERKSHIREHATHAWAYAUTOMOBILE.COM</u>	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization)	Date: <u>8/23/16</u>
Printed Name: <u>H. Clifford Bustee</u>	

Applicant/Agent (name): <u>Matthew G. St. Marie</u>	
Company Name: <u>G+A Consultants, LLC</u>	
Mailing Address: <u>111 Hillside Drive, Lewisville TX 75057</u>	
Work #: (972) <u>436-9712</u>	Cell #:
E-Mail: <u>matt@gacon.com</u>	
Applicant/Agent Signature <u>Matthew G. St. Marie</u>	Date: <u>8/22/16</u>
Printed Name: <u>Matthew G. St. Marie</u>	

Current Zoning: <u>LJ</u>	Requested Zoning: <u>N/A</u>	Acres: <u>41.059</u>
Legal Description (Lot/Block/Tract/Abstract): <u>Lot 1R, Block A Metro Auto Auction Dallas Addition</u>		
Address/Location: <u>1836 Midway Road</u>		

Application and Sign Fees:

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

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

Qty: <u>5</u>	SUP Signs - \$35 each. 1 sign required for each 5 acres (max. 5 per site)	\$ <u>175</u>
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Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	\$ <u>925</u>
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REQUIRED:

Fully describe the plans for the property

Property is a fully-functioning Auto Auction facility with reconditioning building in rear. Plan for the property is to expand the capacity of the facility to move vehicles by adding two (2) bays for auctioning purposes. Some restriping and repouring of concrete for grading and fire lanes necessary.

NOTE:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY GRANTING AN AMENDED SPECIAL USE PERMIT FOR AN AUCTION YARD (VEHICLE) ON APPROXIMATELY 41.059 ACRES LEGALLY DESCRIBED AS LOT 1R, BLOCK A, METRO AUTO AUCTION DALLAS ADDITION, LOCATED ON THE SOUTHEAST CORNER OF MIDWAY ROAD AND BARFKNECHT LANE AT 1836 MIDWAY ROAD AND ZONED LIGHT INDUSTRIAL DISTRICT (LI); PROVIDING FOR A REPEALER, SEVERABILITY, AND A PENALTY; AND DECLARING AN EMERGENCY.

WHEREAS, the Lewisville City Council (the “City Council”) approved a Special Use Permit, as requested on the property described in the attached Exhibit “A” (the “Property”), at its June 2, 2014 City Council Meeting; and

WHEREAS, the applicant has requested that the Special Use Permit be amended to include a proposed 3,552 square-foot building addition with two service bays; and

WHEREAS, the Planning and Zoning Commission of the City of Lewisville, Texas has recommended that the amended Special Use Permit, as requested on the Property, be **approved**; and

WHEREAS, this application for an amended Special Use Permit comes before the City Council after all legal notices, requirements, conditions and prerequisites have been met; and

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

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

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

SECTION 2. AMENDED SPECIAL USE PERMIT GRANTED. Subject to the conditions provided for herein, applicant is granted an amended Special Use Permit to allow an auction yard (vehicle) on the Property, which is zoned Light Industrial District (LI). This amended Special Use Permit supersedes and replaces the Special Use Permit issued for the Property on June 2, 2014.

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

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

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

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

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

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

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 19TH DAY OF DECEMBER, 2016.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

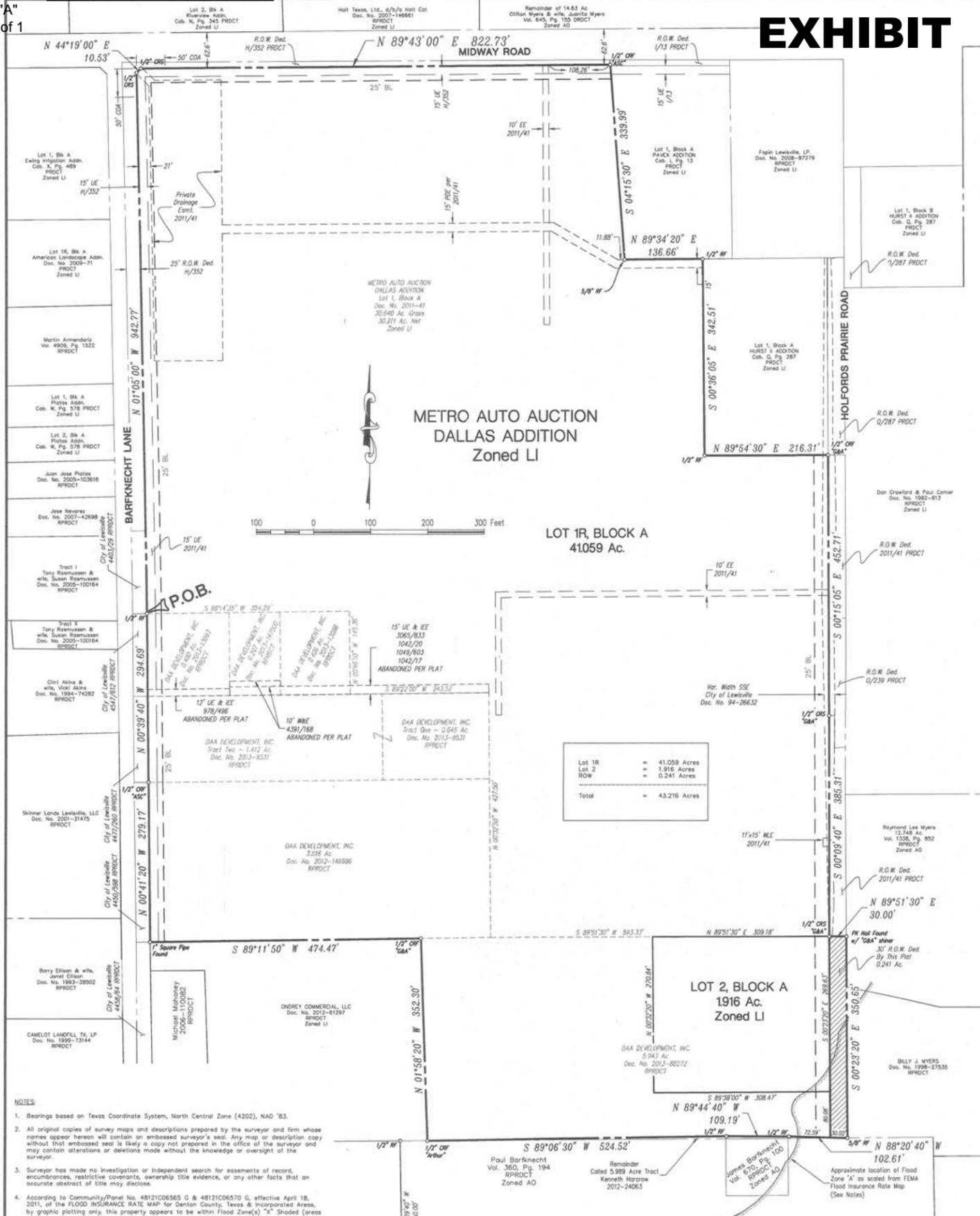
APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Property Description

Exhibit B
Development Plan
Landscape Plan
Building Elevations
Existing Site Photos

EXHIBIT A



OWNER'S CERTIFICATE AND DEDICATION
LEGAL DESCRIPTION

Being all that certain lot, tract or parcel of land situated in the Samuel Hayden Survey, Abstract Number 537, City of Lewisville, Denton County, Texas, being all of Lot 1, Block A, Metro Auto Auction Addition, on an addition to the City of Lewisville according to the plat thereof recorded in Document Number 2011-41 of the Plat Records of Denton County, Texas, and being all of that certain called 5.943 acre tract of land described in deed to DAA Development, INC. recorded in Document Number 2013-86272 of the Real Property Records of Denton County, Texas, and being all of that certain called 3.816 acre tract of land described in deed to DAA Development, INC. recorded in Document Number 2012-146986 of the Real Property Records of Denton County, Texas, and being all of those tracts described in deed to DAA Development, INC. recorded in Document Number 2013-9531 of the Real Property Records of Denton County, Texas, and being all of that certain called 0.480 acre tract of land described in deed to DAA Development, INC. recorded in Document Number 2013-13093 of the Real Property Records of Denton County, Texas, and being all of that certain called 0.297 acre tract of land described in deed to DAA Development, INC. recorded in Document Number 2013-147000 of the Real Property Records of Denton County, Texas, and being all of that certain called 0.406 acre tract of land described in deed to DAA Development, INC. recorded in Document Number 2013-13068 of the Real Property Records of Denton County, Texas, and being more particularly described as follows: BEGINNING at a 1/2" rebar found at the southwest corner of said Lot 1, Block A, being on the east right-of-way line of Barfknecht Road, and being on the north line of that certain called 0.480 acre tract of land described in deed to DAA Development, INC. recorded in Document Number 2013-13093 of the Real Property Records of Denton County, Texas;

THENCE N 01°05'00" W, 942.77 feet, with the east right-of-way line of Barfknecht Road, and the west line of said Lot 1, Block A to a 1/2" capped rebar found (G&A) at the south end of a corner clip;

THENCE N 44°19'00" E, 10.53 feet, with said corner clip, to a 1/2" capped rebar found (G&A) on the south right-of-way line of Midway Road;

THENCE N 89°43'00" E, 822.73 feet, with the south line of Midway Road and the north line of said Lot 1, Block A to a 1/2" capped rebar found (G&A) at the northerly northeast corner thereof, being on the west line of Lot 1, Block A, Pavex Addition, on an addition to the City of Lewisville according to the plat thereof recorded in Cabinet I, Page 13 of the Plat Records of Denton County, Texas;

THENCE S 04°15'30" E, 339.99 feet, with a northerly east line of said Lot 1, Block A and the west line of said Lot 1, Block A, Pavex Addition, to a 5/8" rebar found at the southeast corner thereof, being an inner ell corner of said Lot 1, Block A, Metro Auto Auction Addition;

THENCE N 89°34'20" E, 136.66 feet, with the south line of said Lot 1, Block A, Pavex Addition and an easterly north line of said Lot 1, Block A to a 1/2" rebar found at a northeasterly corner thereof, being the northeast corner of Lot 1, Block A, Hurst II Addition, on an addition to the City of Lewisville according to the plat thereof recorded in Cabinet Q, Page 287 of the Plat Records of Denton County, Texas;

THENCE S 00°36'05" E, 342.51 feet, with an east line of said Lot 1, Block A, and the west line of said Lot 1, Hurst II Addition, to a 1/2" rebar found at the southwest corner thereof, being an inner ell corner of said Lot 1, Block A, Metro Auto Auction Addition;

THENCE N 89°54'30" E, 216.31 feet, with the north line of said Lot 1, Block A, and the south line of said Lot 1, Hurst II Addition, to a 1/2" capped rebar found (G&A) at the southeast corner thereof, being an easterly northeast corner of said Lot 1, Block A, and being in the west right-of-way line of Holford's Prairie Road;

THENCE S 00°15'05" E, 452.71 feet, with the west right-of-way line of Holford's Prairie Road and the east line of said Lot 1, Block A to a 1/2" capped rebar set (G&A);

THENCE S 00°09'40" E, 385.31 feet, with the west right-of-way line of Holford's Prairie Road and the east line of said Lot 1, Block A, to a 1/2" capped rebar found (G&A) at the southeast corner thereof, and being in the north line of that certain called 5.943 acre tract of land described in deed to Development, INC. recorded in Document Number 2013-86272 of the Real Property Records of Denton County, Texas;

THENCE N 89°51'30" E, 30.00 feet, with the north line of said called 5.943 acre tract, to a "PK" nail found at the northeast corner thereof being in Holford's Prairie road;

THENCE S 00°23'20" E, 350.65 feet, with Holford's Prairie Road, and the east line of said called 5.943 acre tract, to a 5/8" rebar found at the southeast corner thereof, being on a north line of that certain tract of land described in deed to Paul Barfknecht recorded in Volume 360, Page 194 of the Real Property Records of Denton County, Texas;

THENCE N 88°20'40" W, 102.61 feet with the south line of said called 5.943 acre tract, to a 1/2" rod found;

THENCE N 89°44'00" W, 109.19 feet with the south line of said called 5.943 acre tract, to a 1/2" rod found;

THENCE S 89°06'30" W, 524.52 feet with the south line of said called 5.943 acre tract, to a 1/2" capped rebar found (Arthur), at the southwest corner thereof, being on the east line of that certain tract of land described in the deed to Ondrey Commercial, LLC recorded in Document Number 2012-81297 of the Texas Real Property Records of Denton County, Texas;

THENCE N 01°58'20" W, 352.30 feet, with the east line of said called 5.943 acre tract, and the east line of said Ondrey Commercial, LLC, tract to a 1/2" capped rebar found (G&A), at the northeast corner thereof, being the northeast corner of said called 5.943 acre tract and being in the south line of a certain 3.816 acre tract of land described in the deed to DAA Development, INC., recorded in Document Number 2012-146986 of the Real Property Records of Denton County, Texas;

THENCE S 89°11'50" W, 474.47 feet, with the south line of said called 3.816 acre tract, and the north line of said Ondrey Commercial, LLC tract, to a 1" square pipe found, at the northwest corner thereof, being the southeast corner of said Michael R Cooper Revocable Trust tract, and being in the east right-of-way line of Barfknecht Road;

THENCE N 00°41'20" W, 279.17 feet, with the east right-of-way line of Barfknecht Road, and with the west line of said called 3.816 acre tract, to a 1/2" capped rebar found (G&A) at the southeast corner thereof, being the southeast corner of that certain called 1.142 acre tract of land described as Tract 2 in the deed to DAA Development, INC., recorded in Document Number 2013-9531 of the Real Property Records of Denton County, Texas;

THENCE N 02°39'40" W, with the east right-of-way line of Barfknecht Road, and with the west line of said called 1.142 acre tract 2, passing the northeast corner thereof and the southeast corner of that certain 0.480 acre tract of land described in deed to DAA Development, INC. recorded Document Number 2013-13093, of the Real Property Records of Denton County, Texas, and continuing for a total distance of 294.69 feet, to the POINT OF BEGINNING and containing approximately 43.216 acres of land.



All variances, if any, from General Development Ordinance approved by City Council.

John W. Davis 5/6/14
City Planning and Zoning Commission
City of Lewisville, TX

THE UNDERSIGNED, the City Secretary of the City of Lewisville, Texas, hereby certifies that the foregoing plat of Metro Auto Auction Dallas Addition, on an addition to the City of Lewisville, Texas, was submitted to the appropriate Planning and Zoning Commission or City Council on the _____ day of _____, 2014, and such body by formal action accepted the dedication of streets, alleys, parks, easements, public spaces and water and sewer lines, as shown and set forth in and upon said plat, and such body further authorized the acceptance thereof by signing as hereinabove subscribed in the capacity stated.

WITNESS MY HAND, this _____ day of _____, 2014

Julia Heine
City Secretary
City of Lewisville, Texas

WITNESS MY HAND, this _____ day of _____, 2014

Julia Heine
City Secretary
City of Lewisville, Texas

STATE OF ARIZONA

COUNTY OF Maricopa

NOTARY PUBLIC

Linda Cortright
Notary Public - Arizona
My Commission Expires 11/30/2014

STATE OF ARIZONA

COUNTY OF Maricopa

NOTARY PUBLIC

Linda Cortright
Notary Public - Arizona
My Commission Expires 11/30/2014

FINAL PLAT
METRO AUTO AUCTION DALLAS ADDITION
LOT 1R & 2, BLOCK A
43.216 Acres
A portion being a replat of Metro Auto Auction Dallas Addition Lot 1, Block A
Recorded in Document Number 2011-41 Zoned LI
in the
S. HAYDEN SURVEY, ABSTRACT NO. 537
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS

CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9716
610 Byron Nelson Blvd., Ste 114 • Roanoke, TX 76282 • P: 862.831.9712 • F: 817.890.4043 No. 10047700

TBPE Firm No. 1798
TBPLS Firm No. 10047700

DRAWN BY: CC DATE: 12/10/13 SCALE: 1"=100' JOB No. 13072

OWNER
DAA Development, Inc.
1550 E. Missouri Suite 300
Phoenix, AZ
602-200-2826
Contact: Missy Monier

Filed for Record in the official records of Denton County
On: May 13, 2014 at 02:14P
In the Plat Records
METRO AUTO AUCTION DALLAS ADDITION
Doc Number: 2014-164
Acres of Parcel: 1 50.00
Acres of Parcel: 2 50.00
Receipt Number: 1142292
By: Carole Robinson

NOTES:
1. Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
2. All original copies of survey maps and descriptions prepared by the surveyor and firm whose names appear hereon will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is likely a copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.
3. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, easement title evidence, or any other facts that an accurate abstract of title may disclose.
4. According to Community Panel No. 48121006565 G & 48121006570 G, effective April 18, 2011, of the FLOOD INSURANCE RATE MAP for Denton County, Texas and incorporated Areas, by graphic plotting only, this property appears to be within Flood Zone(s) "X" Shaded Areas between limits of 100-year and 500-year flood, and/or "A" (areas of 100-year flood where no base flood elevations have been determined). If site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
5. No flood zone area analysis has been performed by G&A Consultants, LLC, on the subject property.

LEGEND

RF	= REBAR FOUND	WLE	= WATER LINE EASEMENT
CRS	= CAPPED REBAR SET	COA	= CONTROL OF ACCESS
CRF	= CAPPED REBAR FOUND	IEE	= INGRESS/EGRESS EASEMENT
BL	= BUILDING LINE	P.D.B.	= POINT OF BEGINNING
LE	= LITIVITY EASEMENT	G&A	= G&A CONSULTANTS, INC.
EE	= ELECTRIC EASEMENT	PR	= PLAT RECORDS, DENTON COUNTY, TEXAS
M&SE	= WATER AND SEWER EASEMENT	RP	= REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
PDE	= PRIVATE DRAINAGE EASEMENT	SSE	= SANITARY SEWER EASEMENT

STREET ESCROW, PHASE 1

Midway Rd.	= \$224,100
Holford's Prairie Rd.	= \$226,260
Barfknecht Rd.	= \$190,000
Total	= \$640,360

Total Paid on Oct 21, 2010 Receipt No. 0000014732

STREET ESCROW, CURRENT PLAT:

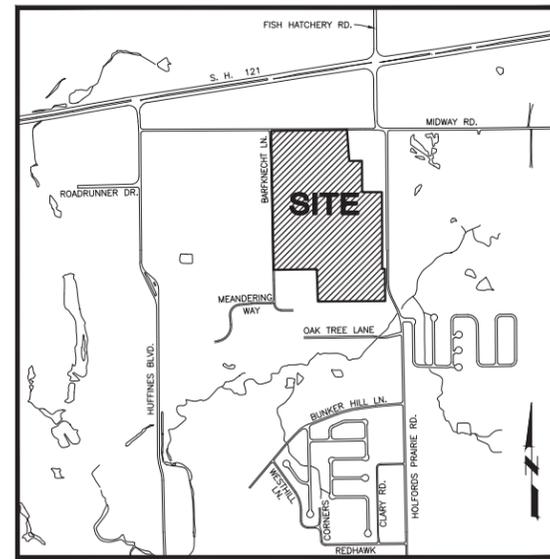
Holford's Prairie Rd. (R)	= \$21,870	= 81 LF * \$270/LF
Holford's Prairie Rd. (2)	= Future City of LV LH Station Property	
Barfknecht Rd.	= \$114,800	= 574 LF * \$200/LF
Total	= \$136,670	

Total Paid on Apr 21, 2014 Receipt No. 0000041412

EXHIBIT B SPECIAL USE PERMIT DEVELOPMENT PLAN for METRO AUTO AUCTION EXPANSION II

METRO AUTO AUCTION DALLAS ADDITION
LOT 1R, BLOCK A
41.059 Acres
Zoned LI

in the
S. HAYDEN SURVEY, ABSTRACT NO. 537
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS
SEPTEMBER 2016
SUP #xxx-xx-xxxx



Sheet List Table

DP	COVER SHEET
DP1	FINAL PLAT (FOR REFERENCE ONLY)
DP2	OVERALL DEVELOPMENT PLAN
DP3	DEVELOPMENT PLAN-A
DP4	DEVELOPMENT PLAN-B
DP5	DEVELOPMENT PLAN-C
DP6	DEVELOPMENT PLAN-D
L1.0	LANDSCAPE PLAN



METRO AUTO AUCTION EXPANSION II
 Metro Auto Auction Dallas Addition
 Lot 1R, Block A
 41.059 Acres
 in the
 S. HAYDEN SURVEY, ABSTRACT NO. 537
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

COVER SHEET

PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 G&A CONSULTANTS, F-1798
 MATTHEW G. ST. MARIE,
 P.E. #110326
 DATE 9/22/2016

Drawn By:	JT
Date:	08/24/2016
Scale:	N.T.S.
Revisions:	
	09/22/2016

16236



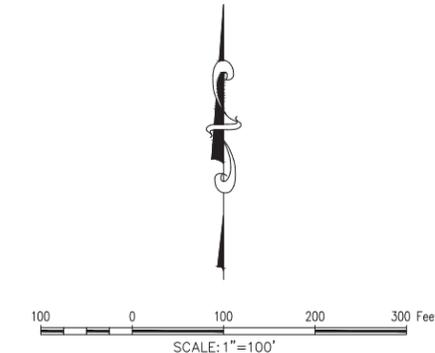
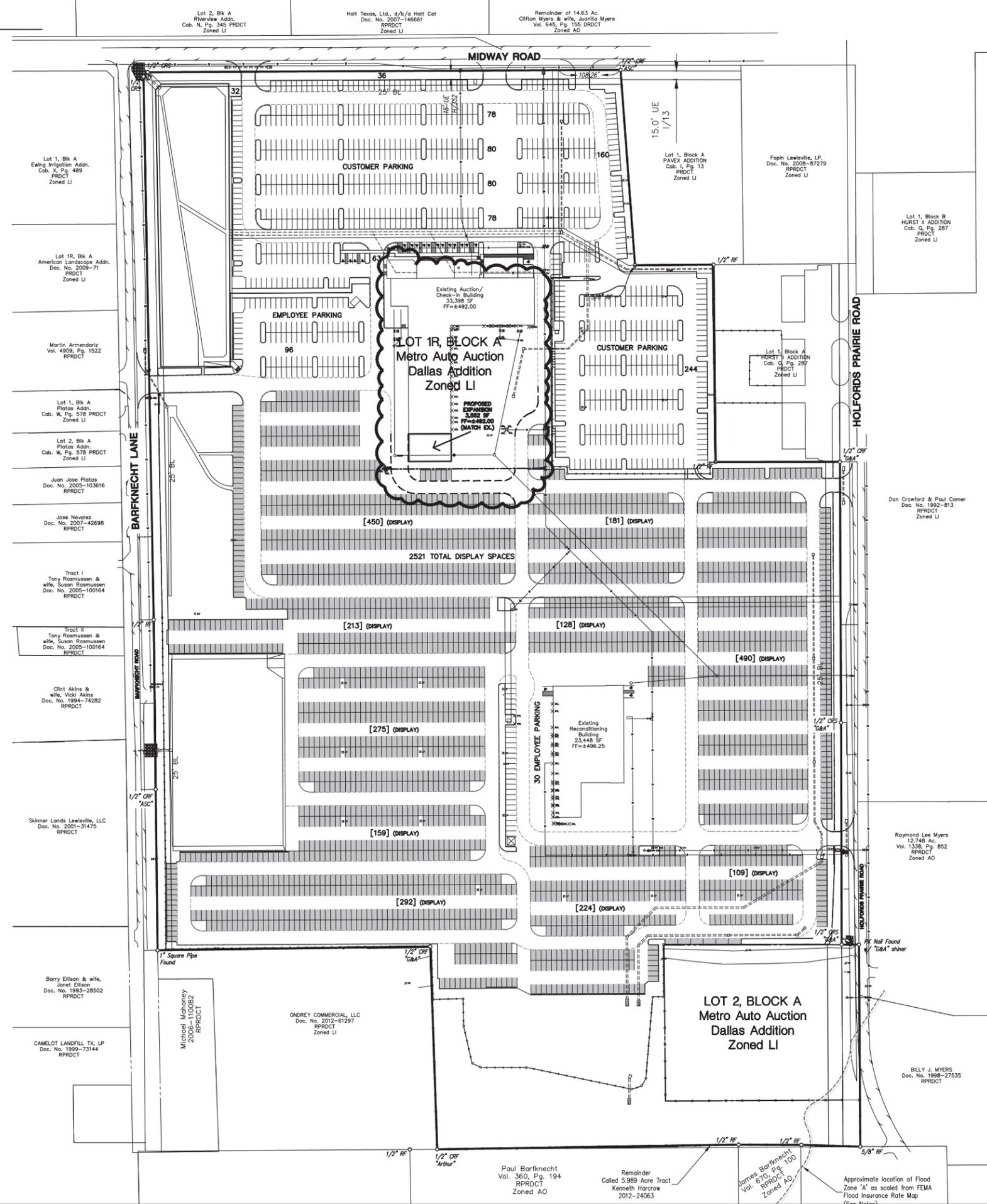
OWNER/DEVELOPER
 BERKSHIRE HATHAWAY AUTOMOTIVE
 8333 ROYAL RIDGE PARKWAY, STE. 130
 IRVING, TX 75063
 Ph. (972) 636-2926
 Contact: Robert Sanders


SITE PLANNING CIVIL ENGINEERING PLANNING CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE
 111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
 144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
 TBPE Firm No. 1798 TBPLS Firm No. 10047700
 Contact: R. Von Beougher, P.E.

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METRO AUTO AUCTION EXPANSION II

SPECIAL USE PERMIT DEVELOPMENT PLAN



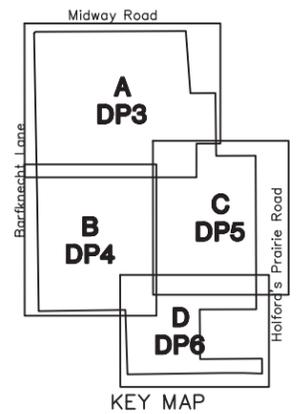
BM1 - CHISELED ** ON CONCRETE RETAINING WALL APPROXIMATELY 590 FEET SOUTH OF INTERSECTION OF BARFKNECHT ROAD AND MIDWAY ROAD. ELEV. = 486.52
 BM2 - CHISELED ** ON SOUTH DRIVEWAY ON HOLFORD'S PRAIRE ROAD, APPROXIMATELY 620 FEET SOUTH OF INTERSECTION OF HOLFORD'S PRAIRE AND MIDWAY ROAD. ELEV. = 495.82

NOTE:
 NO VARIANCES PROPOSED WITH THESE IMPROVEMENTS

NOTE:
 AREA OF PROPOSED ADDITIONS/IMPROVEMENTS CLOUDED

CUSTOMER PARKING CALCULATIONS		
EXISTING PARKING SUMMARY		
OFFICE/CHECK-IN 19,486 s.f. @ 1:250	=	78 p.s.
INTERIOR DISPLAY 13,912 s.f. @ 1:500	=	28 p.s.
OUTSIDE DISPLAY 421,607 s.f. @ 1:1000	=	422 p.s.
SHOP BUILDING 23,448 s.f. @ 1:200	=	118 p.s.
OUTSIDE STORAGE 0 s.f. (None Proposed)	=	0 p.s.
		646 p.s.
PROPOSED PARKING CHANGES		
LESS OUTSIDE DISP. 13,581 s.f. @ 1:1000	=	-14
PLUS INTERIOR DISP. 3,552 s.f. @ 1:500	=	+8
		640 Required
		977 Provided
ADA PARKING REQUIREMENTS		
@ 2% X Total Number of Spaces (977)	=	20 Required
Includes 4 ADA Van Accessible Spaces	=	20 Provided
EXISTING DISPLAY PARKING COUNT = 2518 p.s.		
EXISTING TOTAL PARKING COUNT = 3495 p.s.		
(Total = Display + Customer Parking)		

HATCH PATTERN DENOTES DISPLAY AREA FOR PARKING CALCULATIONS.



LEGEND		
C.R.F.	Capped Rebar Found	Overhead Power Lines
C.R.S.	Capped Rebar Set	Down Guy Wire
C.M.	Control Monument	443 Existing Contours
Mon.	Monument	445 Proposed Contours
BM	Benchmark	Concrete Pavement
FH	Fire Hydrant	Asphalt Pavement
WM	Water Meter	Wood Fence
WV	Water Valve	Chain Link Fence
W/L	Water Line	Masonry Wall
ICV	Irrigation Control Valve	Existing Tree
SSMH	Sanitary Sewer Manhole	(FL) Flowline
CO	Sanitary Sewer Cleanout	Centerline of Creek, Swale, or Waterway
UP	Utility Pole	Creek, Swale, or Waterway Embankment
LP	Light Pole	
TC	Top of Curb	
TP	Top of Pavement	
TW	Top of Wall	
FG	Finished Grade	
U.E.	Utility Easement	
D.E.	Drainage Easement	
B.L.	Building Line	
R.O.W.	Right-of-Way	
D.R.	Deed Records	
P.R.	Plat Records	

METRO AUTO AUCTION EXPANSION II

OVERALL DEVELOPMENT PLAN

Metro Auto Auction Dallas Addition
 Lot 1R, Block A
 41059 Acres
 in the
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 G&A CONSULTANTS, F-1798
 MATTHEW G. ST. MARIE,
 P.E. #110326
 DATE 9/22/2016

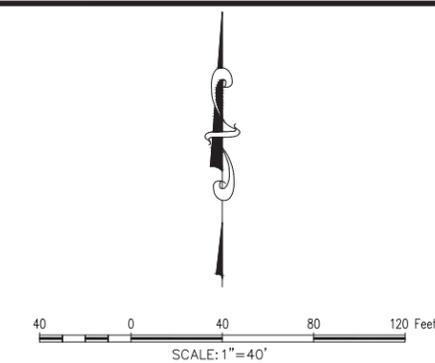
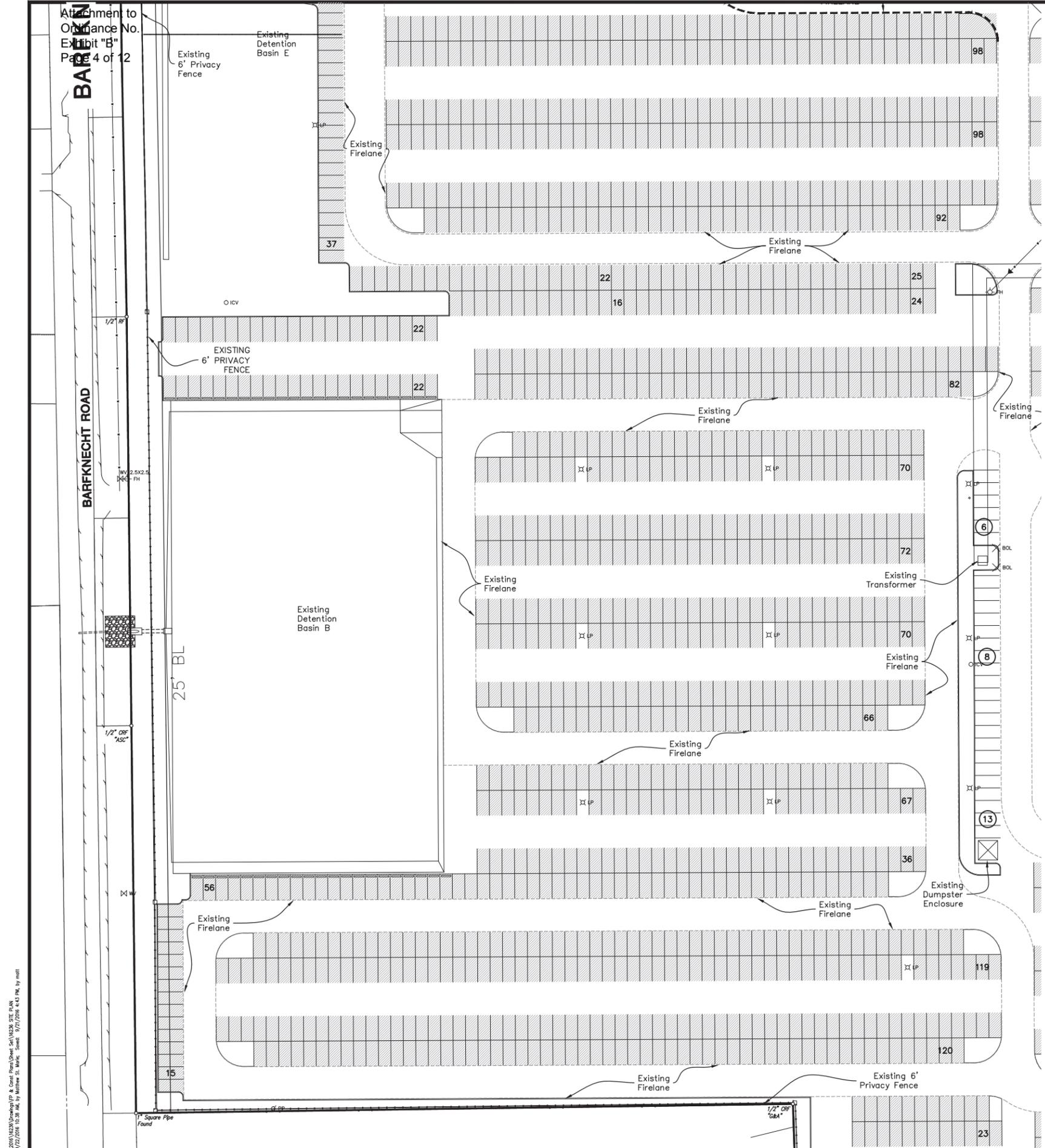
Drawn By: JT
 Date: 08/24/2016
 Scale: 1"=100'
 Revisions:
 09/22/2016

16236

DP2

OWNER/DEVELOPER
 BERKSHIRE HATHAWAY AUTOMOTIVE
 8333 ROYAL RIDGE PARKWAY, STE. 130
 IRVING, TX 75063
 Ph. (972) 636-2926
 Contact Robert Sanders

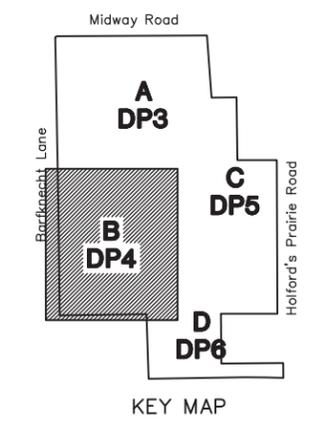
G&A CONSULTANTS, LLC
 ENGINEERING PLANNING
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 111 Hillside Drive - Lewisville, TX 75057 - P: 972-436-9712 - F: 972-436-9715
 144 Old Town Blvd. North, Ste 2 - Argyle, TX 75226 - P: 940-246-1012 - F: 940-240-1028
 TBEBS Firm No. 1798 TBEBS Firm No. 10047700



TBM1 - CHISELED "M" ON CONCRETE RETAINING WALL APPROXIMATELY 590 FEET SOUTH OF INTERSECTION OF BARKNECHT ROAD AND MIDWAY ROAD. ELEV. = 486.52

TBM2 - CHISELED "M" ON SOUTH DRIVEWAY ON HOLFORD'S PRAIRIE ROAD, APPROXIMATELY 620 FEET SOUTH OF INTERSECTION OF HOLFORD'S PRAIRIE AND MIDWAY ROAD. ELEV. = 495.82

LEGEND		
C.R.F.	Capped Rebar Found	Overhead Power Lines
C.R.S.	Capped Rebar Set	Down Guy Wire
C.M.	Control Monument	443 Existing Contours
Mon.	Monument	445 Proposed Contours
BM	Benchmark	Concrete Pavement
FH	Fire Hydrant	Asphalt Pavement
WM	Water Meter	Wood Fence
WV	Water Valve	Chain Link Fence
W/L	Water Line	Masonry Wall
ICV	Irrigation Control Valve	Existing Tree
SSMH	Sanitary Sewer Manhole	(FL) Flowline
CO	Sanitary Sewer Cleanout	Centerline of Creek, Swale, or Waterway
UP	Utility Pole	Creek, Swale, or Waterway Embankment
LP	Light Pole	
TC	Top of Curb	
TP	Top of Pavement	
TW	Top of Wall	
FG	Finished Grade	
U.E.	Utility Easement	
D.E.	Drainage Easement	
B.L.	Building Line	
R.O.W.	Right-of-Way	
D.R.	Deed Records	
P.R.	Plat Records	



HATCH PATTERN DENOTES DISPLAY AREA FOR PARKING CALCULATIONS.

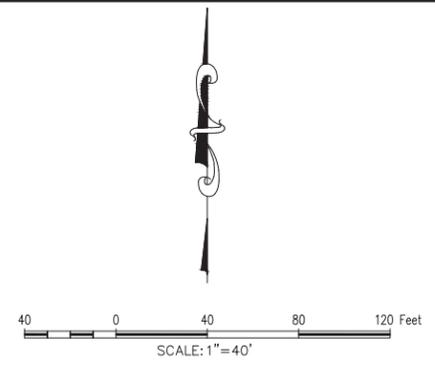
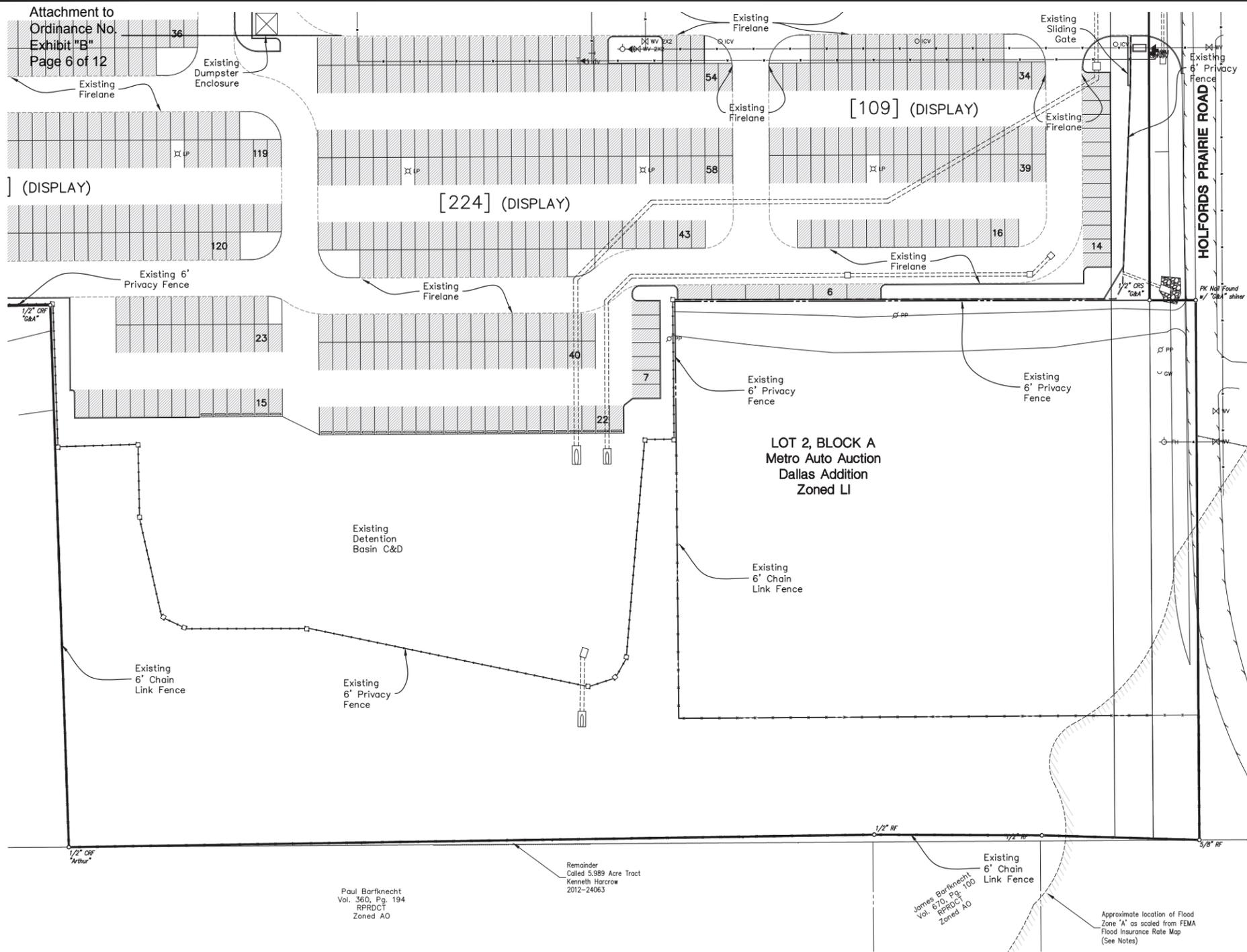
NOTE: AREA OF PROPOSED ADDITIONS/IMPROVEMENTS CLOUDED

PARKING SYMBOL LEGEND

- ⊙ Ex. Customer Parking
- ⊞ Pr. Customer Parking (new)
- ⊞ Pr. Customer Parking (currently purposed as Display Parking)
- ⊞ Ex. Display Parking
- ⊞ Pr. Display Parking (new)

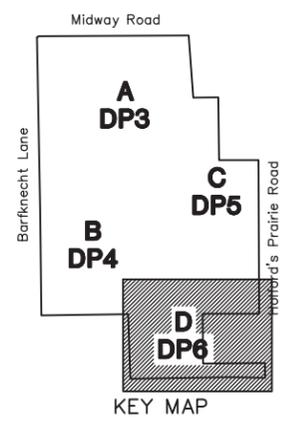
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Revisions:
09/22/2016

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LEGEND			
C.R.F.	Capped Rebar Found	—	Overhead Power Lines
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C.M.	Control Monument	—	443 Existing Contours
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BM	Benchmark	—	Concrete Pavement
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ICV	Irrigation Control Valve	—	Existing Tree
SSMH	Sanitary Sewer Manhole	—	(FL) Flowline
CO	Sanitary Sewer Cleanout	—	Centerline of Creek, Swale, or Waterway
UP	Utility Pole	—	Creek, Swale, or Waterway Embankment
LP	Light Pole	—	
TC	Top of Curb	—	
TP	Top of Pavement	—	
TW	Top of Wall	—	
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U.E.	Utility Easement	—	
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B.L.	Building Line	—	
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D.R.	Deed Records	—	
P.R.	Plat Records	—	



HATCH PATTERN DENOTES DISPLAY AREA FOR PARKING CALCULATIONS.

NOTE: AREA OF PROPOSED ADDITIONS/IMPROVEMENTS CLOUDED

PARKING SYMBOL LEGEND	
⊘	Ex. Customer Parking
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⊞	Pr. Display Parking (new)

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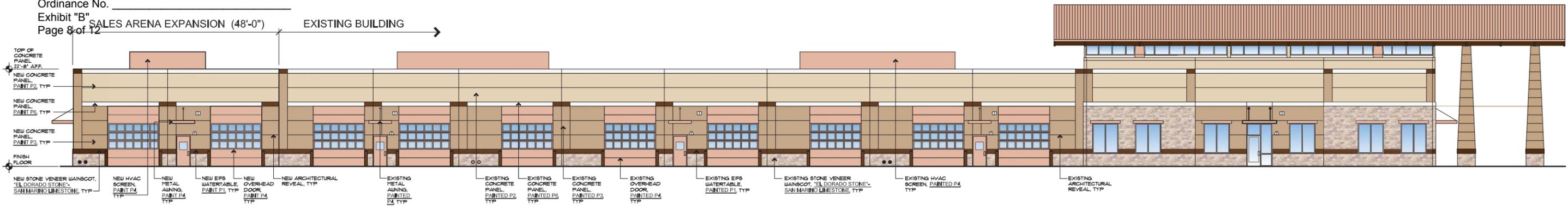
Paul Barfknecht
 Vol. 360, Pg. 194
 RPRDCT
 Zoned AO

Remainder
 Called 5.989 Acre Tract
 Kenneth Harcrow
 2012-24063

James Barfknecht
 Vol. 670, Pg. 100
 RPRDCT
 Zoned AO

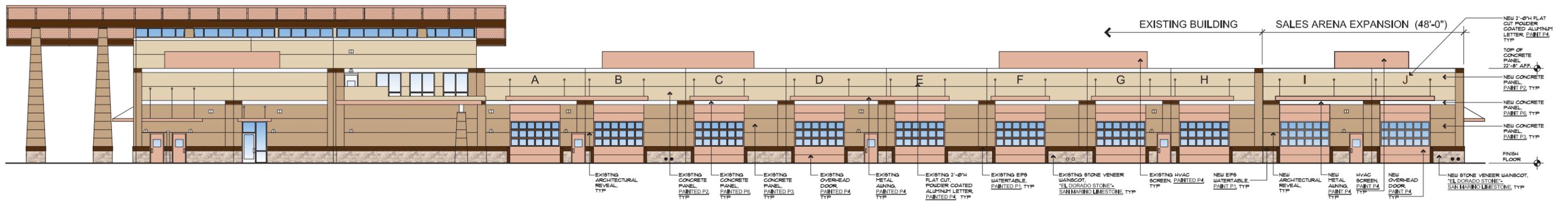
Approximate location of Flood Zone "A" as scaled from FEMA Flood Insurance Rate Map (See Notes)

Drawn By: JT
Date: 08/24/2016
Scale: 1"=40'
Revisions:
09/22/2016



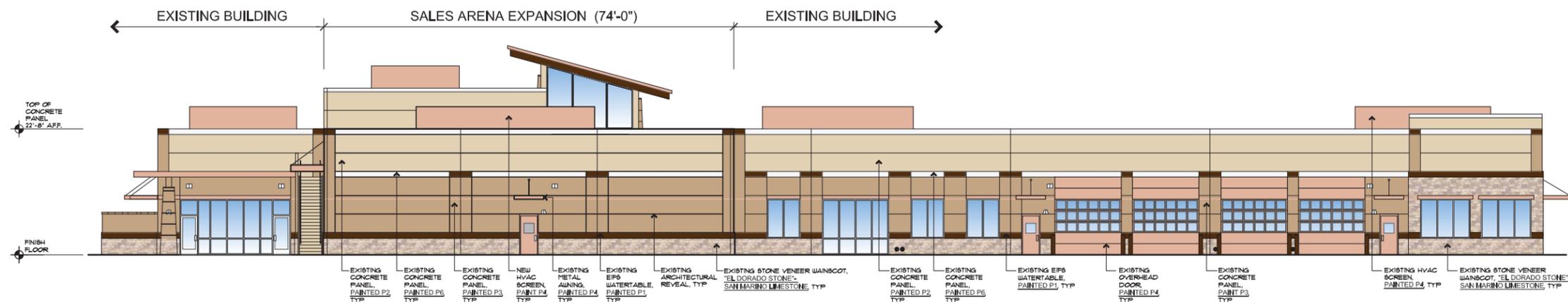
01 EAST ELEVATION

3/32" = 1'-0"



02 WEST ELEVATION

3/32" = 1'-0"



03 SOUTH ELEVATION

3/32" = 1'-0"

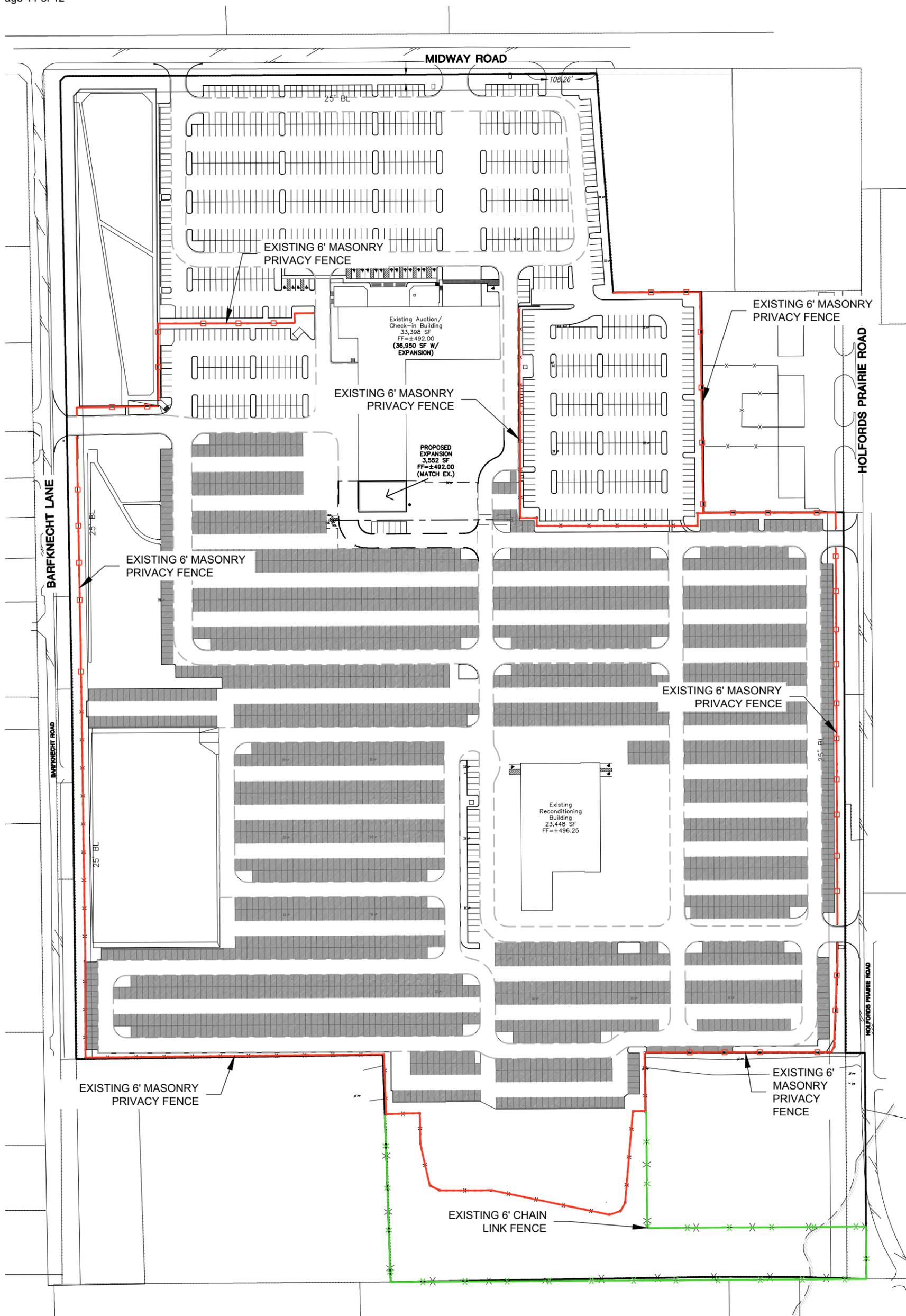
EXTERIOR COLOR SELECTIONS	
ACRYLIC TEXTURED COATING "THOROCOAT" TO MATCH THE FOLLOWING COLORS:	
P1-	DUNN-EDWARDS, #6077 "DEEP BROWN"
P2-	DUNN-EDWARDS, #DE6214 "PIGEON GRAY"
P3-	DUNN EDWARDS, #DE6215 "WOODEN PEG"
P4-	DUNN-EDWARDS, #DE5188 "RUDDY OAK"
P6-	DUNN-EDWARDS, #DE6220 "POROUS NEW STONE"

EXISTING SITE PHOTOS



EXISTING SITE PHOTOS





Fence Exhibit
 Metro Auto Auction Expansion II

City of Lewisville
 Denton County, Texas

G&A Job No. 16236 Date: NOVEMBER 11, 2016 By: MGSM
 Z:\2016\16236\Drawings\Exhibit\16236 SUP FENCE EXHIBIT 111116.dwg

G&A SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798 TBPLS Firm No. 10047700
 www.gacon.com P:972.436.9712 (Lewisville) / 940.240.1012 (Argyle)





● - Existing Landscape Tree ● - Proposed Landscape Tree



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Cleve Joiner, Director of Neighborhood Services

DATE: December 6, 2016

SUBJECT: **Public Hearing: Consideration of a Resolution Authorizing the City Manager to Submit the 2017 Assessment of Fair Housing to the U.S. Department of Housing and Urban Development.**

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) has a new requirement for jurisdictions receiving CDBG and other HUD funding. Now, the City is mandated to perform an Assessment of Fair Housing (AFH) ¹ that is due to HUD on January 4, 2017 prior to our undertaking of the five-year Consolidated Plan for Housing and Community Development (our strategic plan for using HUD funds) which is due in August of 2017.

The AFH is a snapshot of housing and demographic patterns in Lewisville with the most recent data coming from the 2010 census, as well as the 2010-2014 American Community Survey. It provides a geographic analysis of racially concentrated poverty, housing segregation patterns, disparities in access to opportunity, disproportionate housing needs and disability access. It also analyzes mortgage loan disclosure data and fair housing complaints.

Two public hearings were undertaken by the Community Development Block Grant Advisory Committee. Comments from those meetings are included in the appendices of the study. The document was published on December 2, 2016 for a 30-day public review period. Besides this public hearing, comments can be directed to staff through noon on January 3, 2017. A survey was also made available on the City's website and will remain up through the public review period. The City Manager can consider any public comments received prior to submission. Likewise, any

¹ Fair Housing relates to protection against discrimination for protected classes (race, color, religion, sex, disability, children with families and national origin). Jurisdictions receiving HUD funds must "affirmatively further fair housing" and consider whether members of those protected classes have the ability to live in communities with good schools, economic opportunities and other desirable factors that most residents seek when choosing a neighborhood.

Please note that fair housing and affordable housing are not quite the same thing, but one can affect the other. Affordable housing can be a strategy to remedy segregation patterns. Affordable housing is defined as housing that costs less than 30% of a family's income including rent/mortgage and basic utilities. For the purpose of housing programs, it is usually talking about housing that a family making less than 80% of the median area income (e.g. \$40,150 for a household of one; \$57,350 for a family of 4 in the Dallas metro area) can afford under that standard. A household with \$40,000 annual gross income ideally would not pay more than \$1,000/mo. towards housing costs. The lower the income, the lower the ideal housing cost would be and housing programs often target families making under 50% or 60% of area median income. If families pay more than the standard they are considered "cost burdened".

Council-directed changes and edits can also be proposed and incorporated prior to that January 4th submittal date.

ANALYSIS

Staff was pleased that the draft AFH paints a positive picture for Lewisville. It shows that Lewisville is a very diverse community with low levels of segregation within the City. There are, however, specific findings that call for *some* action on the part of the Neighborhood Services Department (likely calling for changes in allocation of our future CDBG funds). Most of these findings relate to a need for greater outreach and public education.

Fair Housing Issues

The AFH identifies several fair housing issues in Lewisville:

- Although the total number of fair housing complaints appears low (28 in 8 ½ years) they identify discriminatory terms and conditions in rental practices and failure to make reasonable accommodations for disabilities as two issues.
- A limited supply of affordable housing, especially for minorities and seniors, is evidenced by a high number of residents with ‘cost burden.’ 25% of renters in Lewisville pay more than 30% of their income toward housing costs with 16.2% paying more than 50% (severe cost burden). For households with a mortgage, 17.2% are cost burdened.
- Mortgage denial rates for minorities are high, with Hispanics denied at a rate more than twice that of non-Hispanics
- There is the potential that land use practices and policies have a discriminatory effect. The City can consider fair housing issues when performing an upcoming review of the zoning ordinance.
- More outreach and education is needed for the general public as well as the housing industry about fair housing laws and practices.
- There are disparities in access to opportunity based on where one lives with minorities having somewhat less access to better schools, low poverty neighborhoods and labor markets.

Contributing Factors

Contributing to the issues identified above are the following factors:

Priority	Contributing Factor	Discussion
High	Access to financial services	Ability to secure home mortgage loans varies by race and ethnicity
High	Lack of understanding of fair housing laws	There can be some discriminatory practices in the market place. Those encountering discrimination may not know their rights, where to file complaints or find information
Medium	Affordable units in a range of sizes	Additional publicly assisted housing could help some residents paying a high percent of their incomes to housing

Medium	Resistance to affordable housing	Lack of affordable housing or opposition (NIMBY effect) restricts fair housing 'choice'
Medium	Discriminatory actions in the marketplace	Limits the choices of residents with disabilities as well as racial and ethnic minorities

Goals

The Affirmatively Furthering Fair Housing Rule requires that the City certify in its submission that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing. HUD expresses an understanding that communities have limited resources to address goals. Five of the goals are similar in that they can be achieved with education and public outreach about fair housing, financial services and credit. CDBG funding can be used as needed to address some goals. Partnerships with non-profit organizations will also be key.

1. Enhance the understanding of fair housing law through education and public outreach.
2. Seek funding and consider partnerships for development of accessible and affordable housing through promotion of new, redeveloped or rehabilitated housing.
3. Enhance financial literacy through education and public outreach.
4. Review and revise local land use policies. This review can take place at the same time that the City considers re-writing the zoning ordinance by keeping findings from this report in mind throughout the process.
5. Enhance a fair housing enforcement through education and public outreach.
6. Promote equitable access to credit and home lending through credit and homebuyer education.
7. Reduce discrimination in the rental market through education and public outreach.

Other Findings

Also of interest in the AFH are several additional facts and findings:

- There are no census tracts in Lewisville that are considered to be racially or ethnically concentrated areas of poverty (defined as over 50% minority and over three times the overall level of poverty).
- All racial and ethnic groups are experiencing 'low segregation' within the City based on HUD's dissimilarity index. However, the index does show the City slowly moving toward 'moderate' segregation, with that of Hispanics compared to White, non-Hispanics growing the fastest.
- The Hispanic population now accounts for 29.2% of Lewisville residents more than doubling from 2000 to 2010.
- 20.6% of residents are foreign born and 14.8% have limited English proficiency.
- Lewisville residents living in poverty are 10.6% of the population.
- 54.6% of White families live in single-family units while only 27.4% of Black families do.

- As noted above, Hispanic mortgage loan denials (24.2%) are more than double that of non-Hispanics (11.1%). This is not only a matter of income. Denial rates are higher within each income category as well.
- Mortgage denial rates also vary within income categories for other minorities. Black applicants with incomes between \$15,000 and \$30,000 have a 66.7% denial rate, while White families *with the same income* have a 32.2% denial rate.
- Severe overcrowding in housing units fell from 2.7% in 2000 to just 0.6% in the most recent census surveys. The drop in severe overcrowding is even more pronounced in rental units dropping from 4.3% to 0.5%. The City's implementation of rental inspection programs may have had a significant impact.
- 473 housing units (1.2%) lack complete kitchen facilities (lacking a range or cook top and oven, a sink with hot and cold running water or a refrigerator).
- One third of Lewisville residents are considered either cost burdened (paying over 30% of their income for housing costs including utilities) or severely cost burdened (paying over 50%). This means one third of residents have a need for affordable housing or they choose to live in housing that is not considered by HUD to be affordable. Breaking that down:
 - 17.2% of home owners with a mortgage pay over 30% to housing and another 7.6% pay over 50% for a total of 24.8% or 3,357 home owner households with a mortgage.
 - 10.2% of home owners without a mortgage pay over 30% to housing and another 3.5% pay over 50% for a total of 13.7% or 486 home owner households without a mortgage.
 - 25% of renters pay over 30% to housing and another 16.2 pay over 50% for a total of 41.2% or 8,736 renter households.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the resolution and authorize the City Manager to submit the assessment as set forth in the caption above.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, PROVIDING FOR THE SUBMISSION OF THE 2017 ASSESSMENT OF FAIR HOUSING AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, an Assessment of Fair Housing must be performed by the City of Lewisville in fulfillment of the requirements of the Affirmatively Furthering Fair Housing (AFFH) Rule (24 CFR 5.150) and be submitted by January 4, 2017; and,

WHEREAS, the Assessment of Fair Housing has been made available for public review and comment for a 30-day review period, between December 2, 2015 and January 3, 2017; and,

WHEREAS, the Lewisville Community Development Block Grant Advisory Committee held two public meetings on November 1, 2016 and November 15, 2016 to allow public comment regarding fair housing issues and goals; and,

WHEREAS, the Lewisville City Council has conducted a public hearing on this day to consider the Assessment of Fair Housing and any comments thereto, with notices of said hearing published in the City's official newspaper on December 2, 2016 and December 16, 2016; and,

WHEREAS, in compliance with the requirements of the Affirmatively Furthering Fair Housing Rule, the City has certified that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing; and,

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

SECTION 1. The City Manager of the City of Lewisville is authorized to submit the 2017 Assessment of Fair Housing to the U.S. Department of Housing and Urban Development on or before January 4, 2017.

SECTION 2. This Resolution is effective on and after its date of adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 19th DAY OF DECEMBER, 2016.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

2017 CITY OF LEWISVILLE ASSESSMENT OF FAIR HOUSING



DRAFT FOR PUBLIC REVIEW
DECEMBER 2, 2016

2017 CITY OF LEWISVILLE

ASSESSMENT OF FAIR HOUSING:



Prepared for the:
City of Lewisville

Prepared by:
Western Economic Services, LLC
212 SE 18th Avenue
Portland, OR 97214
Phone: (503) 239-9091
Toll Free: (866) 937-9437
Fax: (503) 239-0236

Website: <http://www.westernes.com>

**Draft Report for Public Review
December 2, 2016**

HAS YOUR RIGHT TO FAIR HOUSING BEEN VIOLATED?

If you feel you have experienced discrimination in the housing industry, please contact:

North Texas Fair Housing Center
8625 King George Dr, Suite 130
Dallas, TX 75235
877-471-1022

COVER PAGE

1. Submission date:
2. Submitter name: **City of Lewisville, Texas**
3. Type of submission (e.g., single program participant, joint submission): **Single Program Participant**
4. Type of program participant(s) (e.g., consolidated plan participant, PHA): **Consolidated Plan Participant**
5. For PHAs, Jurisdiction in which the program participant is located:
6. Submitter members (if applicable):
7. Sole or lead submitter contact information:
 - a. Name: **Jamey Kirby**
 - b. Title: Grants Coordinator
 - c. Department: **Neighborhood Services**
 - d. Street address: **P.O. Box 299002**
 - e. City: **Lewisville**
 - f. State: **Texas**
 - g. Zip code: **75029**
8. Period covered by this assessment: **2017-18 through 2021-22**
9. Initial, amended, or renewal AFH: **Initial**
10. To the best of its knowledge and belief, the statements and information contained herein are true, accurate, and complete and the program participant has developed this AFH in compliance with the requirements of 24 C.F.R. §§ 5.150-5.180 or comparable replacement regulations of the Department of Housing and Urban Development;
11. The program participant will take meaningful actions to further the goals identified in its AFH conducted in accordance with the requirements in §§ 5.150 through 5.180 and 24 C.F.R. §§ 91.225(a)(1), 91.325(a)(1), 91.425(a)(1), 570.487(b)(1), 570.601, 903.7(o), and 903.15(d), as applicable.

All Joint and Regional Participants are bound by the certification, except that some of the analysis, goals or priorities included in the AFH may only apply to an individual program participant as expressly stated in the AFH.

(Signature) (date)

(Signature) (date)

(Signature) (date)

Departmental acceptance or non-acceptance:

(Signature) (date)

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SECTION I. EXECUTIVE SUMMARY

OVERVIEW

Title VIII of the 1968 Civil Rights Act, also known as the Federal Fair Housing Act, made it illegal to discriminate in the buying, selling, or renting of housing based on a person's race, color, religion, or national origin. Sex was added as a protected class in the 1970s. In 1988, the Fair Housing Amendments Act added familial status and disability to the list, making a total of seven federally protected characteristics. Federal fair housing statutes are largely covered by the following three pieces of U.S. legislation:

1. The Fair Housing Act,
2. The Housing Amendments Act, and
3. The Americans with Disabilities Act.

The purpose of fair housing law is to protect a person's right to own, sell, purchase, or rent housing of his or her choice without fear of unlawful discrimination. The goal of fair housing law is to allow everyone equal opportunity to access housing. In 1993, Texas passed its Fair Housing Act, covering the same protected classes as noted in Federal law.

ASSESSING FAIR HOUSING

Provisions to affirmatively further fair housing are long-standing components of the U.S. Department of Housing and Urban Development's (HUD's) housing and community development programs. These provisions come from Section 808(e) (5) of the federal Fair Housing Act, which requires that the Secretary of HUD administer federal housing and urban development programs in a manner that affirmatively furthers fair housing.

In 1994, HUD published a rule consolidating plans for housing and community development programs into a single planning process. This action grouped the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Shelter Grants (ESG)¹, and Housing Opportunities for Persons with AIDS (HOPWA) programs into the Consolidated Plan for Housing and Community Development, which then created a single application cycle.

As a part of the consolidated planning process, and entitlement communities that receive such funds as a formula allocation directly from HUD are required to submit to HUD certification that they are affirmatively furthering fair housing (AFFH).

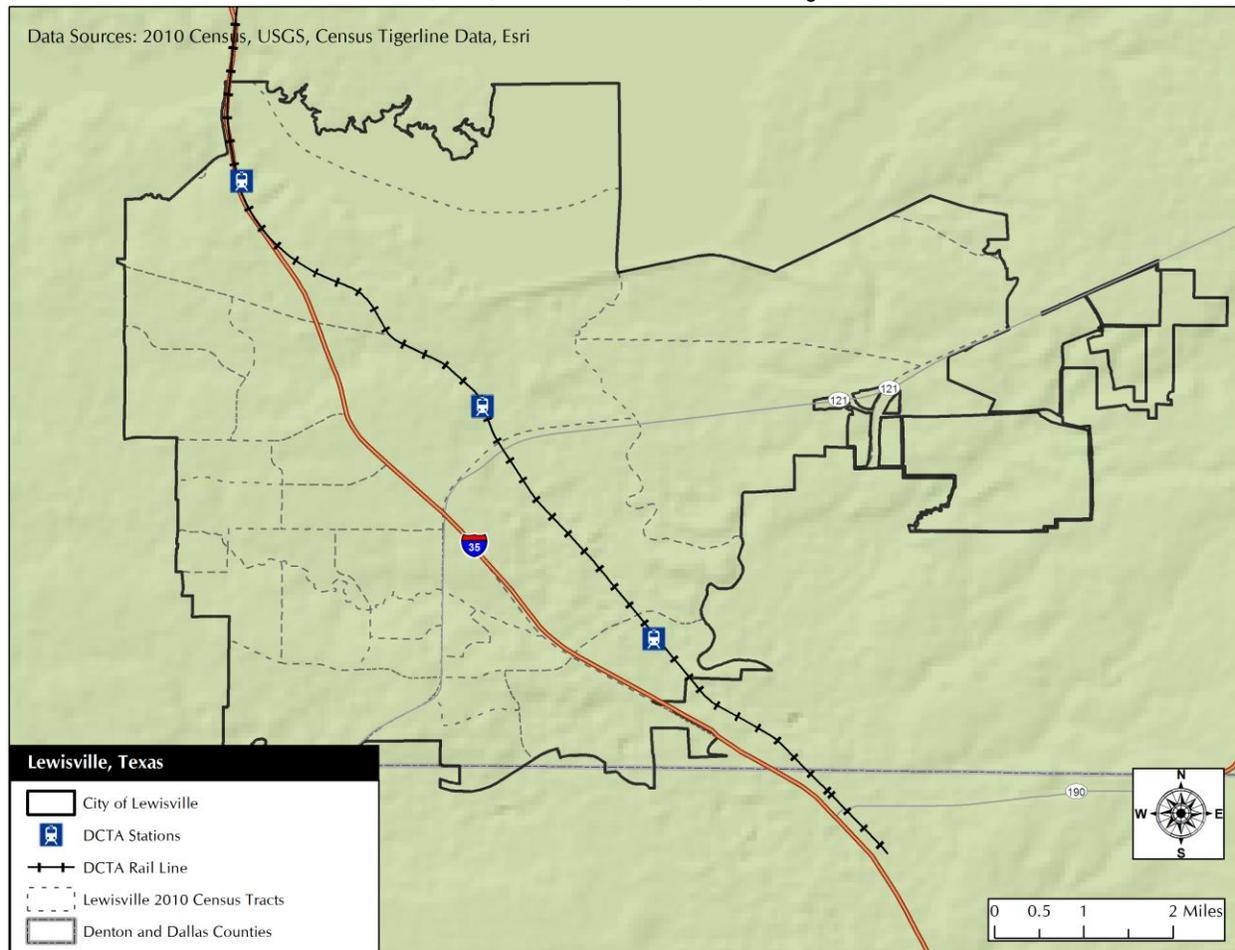
The City of Lewisville, Department of Community Development, has committed to prepare, conduct, and submit to HUD their certification for AFFH, which is presented in this Assessment of Fair Housing.

¹ The Emergency Shelter Grants program was renamed the Emergency Solutions Grants program in 2011.

The decision to approach the current study through a collaborative effort was motivated by a desire for efficiency and effectiveness, as well as recognizing a need for broad collaboration and coordination among members of the Fair Housing community on fair housing planning throughout the City. The geographic area addressed in this report is presented in Map 1.1, noted below.

Map I.1 Lewisville, Texas

1990, 2000, 2010 Census, USGS, Census Tigerline



PURPOSE AND PROCESS

The AFFH rule requires fair housing planning and describes the required elements of the fair housing planning process. The first step in the planning process is completing the fair housing analysis required in the AFH. The rule establishes specific requirements program participants must follow for developing and submitting an AFH and for incorporating and implementing that AFH into subsequent Consolidated Plans and Public Housing Agency (PHA) Plans. This process is intended help to connect housing and community development policy and investment planning with meaningful actions that affirmatively further fair housing.²

² <https://www.hudexchange.info/resources/documents/AFFH-Rule-Guidebook.pdf>

The introduction of the HUD's Assessment of Fair Housing tool (Assessment Tool) requires jurisdictions to submit their Fair Housing Assessments through an online User Interface. While this document is not that submittal, the Assessment Tool provides the organizational layout of this document.

AFH METHODOLOGY

This AFH was conducted through the assessment of a number of quantitative and qualitative sources. Quantitative sources used in analyzing fair housing choice in City of Lewisville included:

- Socio-economic and housing data from the U.S. Census Bureau, such as the 2010 Census and the 2010-2014 American Community Survey,
- 2008-2013 HUD CHAS data
- Employment data from the U.S. Bureau of Labor Statistics,
- Economic data from the U.S. Bureau of Economic Analysis,
- The 2016 HUD AFFH Database, which includes PHA data, disability information, and geographic distribution of topics
- Housing complaint data from HUD
- Home loan application data from the Home Mortgage Disclosure Act, and
- A variety of local data.

Qualitative research included evaluation of relevant existing fair housing research and fair housing legal cases. Additionally, this research included the evaluation of information gathered from many public input opportunities conducted in relation to this AFH, including the 2016 Fair Housing Survey, a series of fair housing forums, presentations, and the public review.

As a result of detailed demographic, economic, and housing analysis, along with a range of activities designed to foster public involvement and feedback, the City has identified a series of fair housing issues, and factors that contribute to the creation or persistence of those issues. The issues that the City has studied relate to segregation and integration of racial and ethnic minorities, disproportionate housing needs; publicly supported housing location and occupancy; disparities in access to opportunity; disability and access; and fair housing enforcement, outreach, capacity, and resources.

Table I.1 on the following page provides a list of the factors that have been identified as contributing to these fair housing issues, and prioritizes them according to the following criteria:

1. High: Factors that have a direct and substantial impact on fair housing choice
2. Medium: Factors that have a less direct impact on fair housing choice, or that the City has a comparatively limited capacity to address
3. Low: Factors that have a slight or largely indirect impact on fair housing choice, or that the City has little capacity to address.

Table I.1
Fair Housing Contributing Factors and Priorities

Contributing Factor	Priority	Discussion
Availability of Affordable Units in a Range of Sizes	Medium	There is a need for additional publicly assisted housing throughout the City. Racial or ethnic minority households are more likely to be experiencing a disproportionate need due to cost burdens, incomplete plumbing or kitchen facilities, or overcrowding. This contributing factor has been assigned a medium level of priority based on the extent of the need and the City's ability to respond to this need.
Access to financial services	High	The ability of residents throughout the City to secure home purchase loans varies according to the race and ethnicity of the loan applicant. This was identified in data gathered under the Home Mortgage Disclosure Act (HMDA). The City has designated efforts to address this factor to be of "high" priority.
Resistance to affordable housing	Medium	This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to a lack of affordable housing in the City. Lack of affordable housing restricts the fair housing choice of City residents. The City has assigned this factor a priority of "medium".
Discriminatory actions in the market place	Medium	This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, serves to limit the fair housing choice of residents with disabilities and racial/ethnic minority groups. The City has assigned this factor a priority of "medium".
Lack of understanding of fair housing law	High	This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to discrimination and differential treatment in the housing market. Furthermore, a lack of understanding of fair housing law means that those who may suffer discrimination in the housing market do not know where to turn when they do. The City has assigned this factor a priority of "high".

Ultimately, a concluding list of prospective fair housing issues were drawn from these sources and along with the fair housing contributing factors, a set of actions have been identified, milestones and resources are being suggested, and responsible parties have been identified. All of these have been summarized by selected fair housing goals. Each of these issues are presented in the table presented on the following pages.

The AFH development process will conclude with a thirty-day public review period of the draft AFH. Specific narratives and maps, along with the entirety of this report created in the AFFH Assessment Tool, will be submitted to HUD via the on-line portal on or before January 4, 2017.

OVERVIEW OF FINDINGS

In addition to the table above, there are several significant findings or conclusions summarized here. Overall the City is pleased that this report finds low levels of segregation by race and ethnicity. The dissimilarity index explained in Section IV continues to be "low" for all racial and ethnic groups, although the City is aware that there is an increase over time in all the indices and that the index for Hispanics particularly is higher and approaching the "moderate" level of segregation. Further, there are no Racial/Ethnic Concentrated Areas of Poverty in the City as defined by HUD.

Home mortgage data showed a high disparity between loan denials for potential Hispanic and non-Hispanic borrowers. There are also significant differences between black applicants versus white and Asian applicants with low and low/moderate incomes.

Fair housing complaints show that reasonable accommodations for disabled residents followed by racial discrimination are the leading issues, although the overall number of complaints are low with only 28 complaints in 8 ½ years.

There are large numbers of Lewisville households with "housing problems" as defined by HUD, especially with the problem of "cost burden" and "extreme cost burden" where families

pay more than 30% or 50% respectively toward housing costs (a measure of housing affordability). A substantially higher number of Hispanic households and Native American households are cost burdened, followed by Black and Asian families.

GOALS, ISSUES AND PROPOSED ACHIEVEMENTS

The following Table I.2 summarizes the fair housing goals, fair housing issues and contributing factors, as identified by the Assessment of Fair Housing. It includes metrics and milestones, and a timeframe for achievements as well as designating a responsible agency.

Table I.2
City of Lewisville Fair Housing Goals, Issues, and Proposed Achievements

2017 – 2021 Assessment of Fair Housing

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe for Achievement	Responsible Program Participant
Enhance understanding of fair housing and fair housing law	Lack of understanding of where to turn	Discriminatory terms and conditions in Rental Failure to make reasonable accommodation	Seminars, trainings, and outreach Each Year	City of Lewisville
Discussion: Public input and stakeholder comments revealed that there is additional need for fair housing outreach and trainings. Housing complaint data registered many complaints based upon failure to make reasonable accommodation.				
Promote partnerships that enable the development of accessible and affordable housing	Location and type of affordable housing Access to publicly supported housing for persons with disabilities Lack of affordable, accessible housing for seniors	Limited Supply of Affordable Housing, especially for minorities and seniors	Promotion of construction of new, redeveloped or rehabilitated housing Each Year	City of Lewisville
Discussion: The City of Lewisville has an increasing number of households with housing problems, especially cost burdens. While it impacts 29.0 percent of white households, over 41 percent of black households and 48 percent of Hispanic households experience housing problems. In addition, based on public input and stakeholder feedback, seniors and residents with disabilities face limitations in the supply of accessible, affordable housing.				
Enhance financial literacy	Lending Discrimination Private discrimination Access to financial services	High denial rates for racial and ethnic minorities	Seminars, trainings, and outreach Each Year	City of Lewisville
Discussion: Denial rates for owner-occupied home purchases varied by the race/ethnicity of the applicant. Denial rates for Hispanic households were over twelve percentage points higher than for white applicants.				
Review and Revise Local Land use Policies	Siting selection policies Practices and decisions for publicly supported housing	Prospective discriminatory practices and policies NIMBYism	Review land use policies and regulations By 2021-22	City of Lewisville
Discussion: The availability of housing accessible to a variety of income levels and protected classed may be limited by zoning and other local policies that limit the production of affordable units. Review of local land use policies may positively impact the placement and access of publicly supported and affordable housing.				
Enhance Fair Housing Program and enforcement	Lack of understanding of where to turn for fair housing	Insufficient outreach and education	Seminars, trainings, and outreach Each year	City of Lewisville
Discussion: Input received from the 2016 Fair Housing Survey, as well as testimony received at the public engagement activities, demonstrated that while the organizational infrastructure is in place and available, many people still do not use the fair housing system				
Promote equitable access to credit and home lending	Access to financial services.	Disparities in Access to Opportunity	Reduce disparities in home lending application outcomes through credit education and outreach.	City of Lewisville
Discussion: Incidences of high denial rates for selected minorities underscores limitations in access to key financial services, particularly lending.				
Reduce Discrimination in Rental Market	Lack of understanding of fair housing law Discriminatory actions in the marketplace	Denial of available housing in the rental markets Discriminatory terms, conditions, or privileges relating to rental	Provide outreach and education on a yearly basis Provide fair housing seminars	City of Lewisville
Discussion: Based on public input and stakeholder feedback, including housing complaint data and results of the 2016 fair housing survey, minority residents and residents with disabilities face limitations in the supply of accessible, affordable housing.				

SECTION II. COMMUNITY PARTICIPATION PROCESS

The following section describes the community participation process undertaken for the 2017 City of Lewisville Assessment of Fair Housing.

A. OVERVIEW

The outreach process included the 2016 Fair Housing Survey, a series of two Fair Housing Forum, a public review meeting, and a final presentation.

The Fair Housing Survey was distributed as an internet outreach survey, and was available in both English and Spanish.

The 2016 City of Lewisville Fair Housing Forums were held on November 1 and November 15, 2016. The purpose of these meetings were to provide members of the public with an overview of fair housing policy and the AFH process, as well as an opportunity to provide feedback on the process and their experience with fair housing in the City of Lewisville. While sign-in sheets from the meeting are included in the Appendix A, the following represents a sample of organizations consulted during the community participation process.

Insert list of organizations/individuals as drawn from sign-in sheets from meetings.

B. THE 2016 FAIR HOUSING SURVEY

The purpose of the survey, a relatively qualitative component of the AFH, was to gather insight into knowledge, experiences, opinions, and feelings of stakeholders and interested citizens regarding fair housing as well as to gauge the ability of informed and interested parties to understand and affirmatively further fair housing. Many individuals and organizations throughout the city were invited to participate. At the date of this draft, some 102 responses were received.

The following are responses from the 2016 Fair Housing Survey. The complete set of responses, along with comments are included in the Appendix. There were 102 respondents to the survey at the date of this document. The most common respondent roles were local government. A majority of respondents were homeowners, residents of Lewisville, and a majority were white. Most respondents were not disabled and were between the ages of 18 and 65.

Table II.1
Role of Respondent
City of Lewisville

2016 Fair Housing Survey Data

Primary Role	Total
Local Government	21
Other Role	3
Advocate/Service Provider	2
Construction/Development	1
Missing	74
Total	102

Respondents were primarily not familiar or somewhat with fair housing laws, as seen in Table II.2.

Table II.2
How Familiar are you with
Fair Housing Laws?
City of Lewisville

2016 Fair Housing Survey Data

Familiarity	Total
Not Familiar	39
Somewhat Familiar	32
Very Familiar	3
Missing	28
Total	102

A majority of respondents think fair housing laws are useful, but the most number of respondents indicated that fair housing laws are not adequately enforced. This is seen in Table II.3, on the following page.

Table II.3
Federal, State, and Local Fair Housing Laws
 City of Lewisville
 2016 Fair Housing Survey Data

Question	Yes	No	Don't Know	Missing	Total
Do you think fair housing laws are useful?	47	5	22	28	102
Are fair housing laws difficult to understand or follow?	18	18	38	28	102
Do you think fair housing laws should be changed?	14	14	45	29	102
Do you think fair housing laws are adequately enforced?	18	37	9	38	102

Most respondents are not aware of training available in the community, and only two respondents have participated in fair housing training. Also, only four respondents were aware of fair housing testing.

Table II.4
Fair Housing Activities
 City of Lewisville
 2016 Fair Housing Survey Data

Question	Yes	No	Don't Know	Missing	Total	
Is there a training process available to learn about fair housing laws?	18	37	9	38	102	
Have you participated in fair housing training?	2	22	4	74	102	
Are you aware of any fair housing testing?	4	38	21	39	102	
Testing and education	Too Little	Right Amount	Too Much	Don't Know	Missing	Total
Is there sufficient outreach and education activity?	10	12	1	40	39	102
Is there sufficient testing?	3	6	1	54	38	102

In the private sector, respondents were not aware of questionable practices or barriers to fair housing, as seen in Table II.5.

Table II.5
Barriers to Fair Housing in the Private Sector
 City of Lewisville
 2016 Fair Housing Survey Data

Question	Yes	No	Don't Know	Missing	Total
Are you aware of any questionable practices or barriers to fair housing choice in:					
The rental housing market?	3	42	15	42	102
The real estate industry?		37	21	44	102
The mortgage and home lending industry?	2	37	21	42	102
The housing construction or accessible housing design fields?	3	38	18	43	102
The home insurance industry?	1	37	20	44	102
The home appraisal industry?	4	34	21	43	102
Any other housing services?	1	36	22	43	102

Similarly, in the public sector, few respondents were aware of questionable practices or barriers to fair housing in any of the given areas, as seen in Table II.6.

Table II.6
Barriers to Fair Housing in the Public Sector
 City of Lewisville
 2016 Fair Housing Survey Data

Question	Yes	No	Don't Know	Missing	Total
Are you aware of any questionable practices or barriers to fair housing choice in:					
Land use policies?	4	29	22	47	102
Zoning laws?	4	29	21	48	102
Occupancy standards or health and safety codes?	5	30	20	47	102
Property tax policies?	1	31	23	47	102
Permitting process?	3	28	24	47	102
Housing construction standards?	1	28	26	47	102
Neighborhood or community development policies?	4	28	22	48	102
Limited access to government services, such as employment services?	4	33	18	47	102
Public administrative actions or regulations?	1	25	28	48	102

C. PUBLIC INPUT MEETINGS

There were two public input meetings conducted, with one held on November 1 and the second on November 15, 2016. The meetings were recorded and documented and, while the full transcripts can also be found in Appendix C, these are summarized briefly presented below.

Fair Housing Forum Points

- Location of publicly assisted housing-where is it and why is there none on the map
- Lack of fair housing complaints-maybe too under reported
- Need for more affordable housing-rental and for-sale
- Lack of available land
- Need for education/training for renters, home buyers, and landlords
- Predatory lending, such as balloon payments
- Concentration of affordable housing in certain areas
- High cost of rent ranging between 750-1350 with the average around 1000
- Families needing to work multiple jobs to cover expenses
- Need to update zoning codes and ordinance-possible old zoning laws caused concentration of multi-family housing
- Low quality housing for sale in 150,000 range
- Vision 2025 shows people want more high-end homes
 - Lack of renters and low-income participation

D. THE FINAL PUBLIC REVIEW PROCESS

A 30-day public review process is scheduled for December 2 through January 2, 2017.

It will include a City Council Workshop on December 5 and a final presentation before City Council on December 19. These will be documented and inserted here.

SECTION III. ASSESSMENT OF PAST GOALS AND ACTIONS

The City of Lewisville, Texas Analysis of Impediments to Fair Housing Choice was prepared in June 2012. This analysis highlighted seven impediments to fair housing choice in the city: lack of affordability and insufficient income; increased public awareness of fair housing rights and local fair housing legislation should be evaluated; lower number of applications, loan originations and approvals from minorities; poverty and low-income among minority populations; limited resources to assist lower income, and elderly and indigent homeowners maintain their homes and stability in neighborhoods.

A. PAST IMPEDIMENTS AND ACTIONS

In response to these impediments, the Analysis of Impediments outlined a series of actions and objectives to address barriers to fair housing choice in the city. The following is a list of those actions and objectives as adopted in the city's 2012-2017 Consolidated Plan for Housing and Community Development:

Impediment: Lack of affordability and insufficient income. Lack of affordability, that is households having inadequate income to acquire housing currently available in the market, may be the most critical impediment faced by all households in Lewisville.

Remedial Actions: Lewisville should continue to work with local banks, developers and non-profit organizations to expand the stock of affordable housing. The City has had success with its partnerships with banks and non-profits in leveraging federal funds with additional funding for affordable housing from non-entitlement fund sources. A continuation of these efforts should increase the production of new affordable housing units and assistance toward the purchase and renovation of housing in existing neighborhoods. Greater emphasis should also be placed on capacity building and technical assistance initiatives aimed at expanding non-profit, faith based organizations and private developers' production activities in the City. Alternative resources for housing programs should be sought from Fannie Mae, U.S. Department of Treasury Community Development Funding Institution (CDFI) program, Federal Home Loan Bank and other state and federal sources.

Inclusionary Zoning, also known as inclusionary housing, can be implemented by enacting provisions in the local Zoning or Development Ordinances that require a given share of new construction houses be affordable to people with low to moderate incomes. The term inclusionary zoning is derived from the fact that these ordinances seek to counter exclusionary zoning practices which aim to exclude affordable housing from a jurisdiction through the zoning code. In practice, these policies involve placing restrictions on 10% - 30% of new houses or apartments in a given development in order to make the costs of the housing affordable to lower income households. The mix of "affordable" and "market-rate" housing in the same neighborhood is seen as beneficial by many, especially in jurisdictions where housing shortages have become acute. Inclusionary Zoning is becoming a common tool for local jurisdictions in the United States to help provide a wider range of housing options than the market

provides on its own. The zoning code must be amended to include this provision and can also be applied when residential planned unit development zoning is requested. Implementation is triggered at the building permitting phase. Inclusionary Zoning could increase the resources for affordable housing through private developer built units or developer dollars allocated in lieu of building units. Inclusionary Zoning could also generate additional resources for affordable housing since the federal grant programs cannot address all of the City's needs for affordable housing. Based on the current level of build out in the City and limited development opportunities, it is recommended that the City consider Inclusionary Zoning in its future development plans.

Impediment: Increased public awareness of fair housing rights and local fair housing legislation should be evaluated. The City of Lewisville has not enacted a local Fair Housing Ordinance substantially equivalent to the federal Fair Housing Act. Therefore, our analysis of applicable fair housing laws focused on the State of Texas Fair Housing Act. In the analysis the state statutes were compared to the Federal Fair Housing Act. Our Analysis determined that state statute offered similar rights, remedies, and enforcement to the federal law and might be construed as substantially equivalent. The City of Lewisville is part of the enforcement geography afforded enforcement coverage by the Fort Worth Regional HUD FHEO Office. While the current system provides an acceptable process for filing and investigating fair housing complaints, increased local fair housing outreach, education and training would be an important step toward raising local awareness and establishing more effective local Fair Housing Policy.

Remedial Actions: The City of Lewisville should continue increasing fair housing education and outreach in an effort to raise awareness and increase the effectiveness of its local fair housing ordinances. The City should target some of its CDBG funding to fair housing education and outreach to the rapidly growing Hispanic and other immigrant populations. The City should also continue organizing fair housing workshops or information sessions to increase awareness of fair housing rights among immigrant populations and low income persons who are more likely to be entering the home-buying or rental markets at a disadvantage. Other alternatives for increasing awareness and effectiveness of fair housing include providing local enforcement. However, community development resources are limited and therefore local enforcement would necessitate additional funds for investigation and enforcement and expansion of 94 outreach and education. We do not recommend this approach at the current time assuming the State continues its' enforcement services in the local jurisdiction. Future consideration should be given to a regional approach to local enforcement, perhaps through a partnership of other local jurisdictions and the City of Lewisville, and a joint application for FHAP and FHIP funding being submitted to HUD.

Impediment: Impacts of the Subprime Mortgage Lending Crises and increased Foreclosures. The housing foreclosure rates across the country continue to soar and the impacts are being felt in Texas as well. Numerous web sites are providing numerical counts and locations for homes with foreclosure filings across the country and for jurisdictions in the State of Texas. RealtyTrac.com shows 36 properties with foreclosure filings in May 2012 for Lewisville, 368 filings for Denton County and 58,486 properties foreclosure for the State of Texas in May 2012, representing 1 in every 870 homes in Texas in foreclosure.

Remedial Actions: The City of Lewisville should continue pursuing CDBG, HOME and Neighborhood Stabilization Program (NSP) funding if it becomes available to provide home buyer assistance and subsidies to homebuyers to acquire foreclosure property and get it back into commerce. Some of the buyers that have already acquired housing in Lewisville utilizing entitlement funds from the City and State will likely face the issues of foreclosure. The City should work with the State, National Non-Profit Housing Intermediaries and HUD to develop a program and identify funding that can help reduce the mortgage default rate and foreclosure rates among low and moderate income home buyers and existing home owners. Other alternatives being evaluated include the feasibility of creating a mortgage default and foreclosure prevention account for affordable home buyers assisted with federal funds to insure that funds are escrowed to help cover the cost of unexpected income/job loss and to write down interest rates.

Impediment: Lower number of applications, loan originations and approvals from minorities. The analysis the Home Mortgage Disclosure Act data for Lewisville indicates that the overall experience of minority groups within the home mortgage loan market differs from that of Whites. We recognize that removal of this impediment is not solely within the control of the government, and that finance industry policies, consumer credit worthiness, and economic trends all impact this issue. However, it is possible that the City could play a dual role of providing programming and leadership to help resolve the problem.

Remedial Actions: Lewisville should continue to pursue additional funding for homebuyer assistance and outreach and education efforts in order to increase the number of minorities who apply for and receive approval for mortgage loans. The City should encourage financial institutions and mortgage companies to expand their homebuyer support services to more people as a means of improving the origination rates among minorities. The City could help raise the awareness of this concern by discussing the findings in this study relative to the HMDA data with 99 lending institutions and by encouraging lenders to develop strategies to improve the success rate among minority loan applicants. Financial literacy is an important factor in the successful management of personal finances, which sets the stage for all of life's important purchases such as house, car, etc. A well-ordered personal budget prepares households to qualify with the best credit terms, eliminates the major obstacles in the home buying process, and enables households to build equity through homeownership. An early start in managing personal finances can prepare an individual for those major purchases. Lewisville should encourage lenders and the local school district to expand homeownership and credit counseling classes as part of the high school curriculum in order to help prevent credit problems rather than attempting to correct credit profiles in order to successfully qualify an applicant for a home loan origination.

Impediment: Predatory lending and other industry practices. Predatory lending is a widespread concern in Lewisville. Several incidents were cited, by person interviewed and those attending the focus group sessions, suggesting unfavorable lending practices. In some of the minority neighborhoods, lending institutions display an insignificant presence in the community. In other low-income neighborhoods, traditional banking and lending relationships

have been relegated to an overabundance of pay-day loan, check-cashing, and title-loan stores due to a lack of traditional lending institutions.

Remedial Actions: The City should encourage lending institutions to provide greater outreach to the low income and minority communities. Greater emphasis on establishing or reestablishing checking, saving, and credit accounts for residents that commonly utilize check-cashing services is desired. This may require traditional lenders and banks to establish “fresh start programs” for those with poor credit and previous noncompliant bank account practices. Lending institutions should therefore be encouraged to tailor products to better accommodate the past financial deficiencies of low income applicants with credit issues. City Officials should help raise awareness among the appraisal industry concerning limited comparability for affordable housing products. Industry representatives should be encourage to perform comparability studies to identify real estate comparables that more realistically reflect the values of homes being built in low income areas.

Impediment: Poverty and low-income among minority populations. For many households, low or no income is a major factor preventing their exercise of housing choice. Minority populations in the City are confronted with much larger numbers of their population living in poverty than Whites. The incidence of poverty among Hispanics was reported to be 18.1 percent, 9.3 percent for African-Americans, and 12.2 for Asians between 2005 and 2009. Among White persons, the data reported 3.3 percent lived in poverty. In comparison, the poverty rate for the city was 8.4 percent during the period.

Remedial Actions: The City and Chamber of Commerce should continue to work on expanding job opportunities through the recruitment of corporations, the provision of incentives for local corporations seeking expansion opportunities, assistance with the preparation of small business loan applications, and other activities whose aim is to reduce unemployment and expand the base of higher income jobs. A particular emphasis should be to recruit jobs that best mirror the job skills and education levels of those populations most in need of jobs. For Lewisville, this means jobs that support person with high school education, GED’s and in some instances, community college or technical training. These persons are evident in the workforce demographics and in need of jobs paying minimum wage to moderate hourly wages. The City should also continue to support agencies that provide workforce development programs and continuing education courses to increase the educational 105 level and job skills of residents. The goal should be to increase the GED, high school graduation, technical training, and college matriculation rates among residents. This will help in the recruitment of industry such as “call centers”, clerical and manufacturing jobs. Call centers and customer service centers where employees are recruited to process sales or provide customer service support for various industries, have become more and more attracted to areas with similar demographics to that of Lewisville. The combination of well developed and well situated industrial parks and commercial parks available in Lewisville, government incentives for relocation and the workforce to support their industries, have all become incentives in recent years, and Lewisville is poised to continue and take advantage given its assets as well.

Impediment: Limited resources to assist lower income, elderly and indigent homeowners maintain their homes and stability in neighborhoods. Neighborhood decline and increasing instability in Lewisville’s older neighborhoods is a growing concern. Neighborhoods relatively stable today with most of its housing stock in good condition will decline if routine and preventive maintenance does not occur in a timely manner. The population is aging, which means more households with decreasing incomes to pay for basic needs. This increase in elderly households coupled with the steady rise in the cost of housing and the cost of maintaining housing means that many residents will not be able to limit their housing related cost to 30 percent of household income and still maintain their property. Rental property owners will be faced with increasing rents to pay for the cost of maintenance and updating units rendering rental units unaffordable to households as well.

Remedial Actions: The City should evaluate the design and implement a Centralized Program of Self-Help Initiatives based on volunteers providing housing assistance to designated elderly and indigent property owners and assist them in complying with municipal housing codes. This will require an organized recruiting effort to gain greater involvement from volunteers, community organizations, religious organizations/institutions and businesses as a means of supplementing available financial resources for housing repair and neighborhood cleanups.

B. ADDITIONAL ACTIONS CONDUCTED

Outreach and Education

The City of Lewisville Grants Division receives fair housing complaints and makes referrals to HUD for enforcement. This agency is also responsible for conducting public education, training and outreach of fair housing rights and remedies in Lewisville. Education of the public regarding the rights and responsibilities afforded by fair housing law is an essential ingredient of fair housing enforcement. This includes outreach and education to the general public, landlords and tenants, housing and financial providers, as well as citizens, concerning fair housing and discrimination. It is important that potential victims and violators of housing and/or lending discrimination law be aware of fair housing issues generally, know what may constitute a violation, and what they can do in the event they believe they have been discriminated against. Likewise, it is important for lenders, housing providers, and their agents to know their responsibilities and when they may be violating fair housing law.

As noted in the city’s 2014 Consolidated Annual Performance and Evaluation Report (CAPER), the City completed several actions to promote education and awareness. In promoting these activities, the City has referred clients to the Dallas Housing Crisis Center, made fair housing literature available in office displays, and sponsored Homebuyer Education classes.

Funding and Investment

The City has invested CDBG funds to promote fair housing choice for its residents. In 2014, the City continues its First-Time home buyers program. The City also continued its agreement with the Denton Housing Authority for Section 8 vouchers. The City Council has provided variances to agencies/organizations/developers and homeowners on a case by case basis.

Success in Promoting Outreach and Education

The City has been successful in promoting outreach and education by fostering a network of stakeholders, organizations, and providing outreach to the public. It continued to work with these parties throughout the previous consolidated planning cycle, providing homeownership education classes, referred clients to the Dallas Housing Crisis Center, provided fair housing literature, and continued its agreement with the Denton Housing Authority. Grants staff serve on a financial coaching committee developing new programming at United Way.

The City has also achieved some success in promoting access to affordable rental and homeownership housing, through the investment of CDBG funding.

C. PAST AND CURRENT GOALS

In several cases, goals that were set in previous fair housing planning documents continue to be barriers to fair housing in Lewisville. For example, the availability of affordable housing options has been a persistent need and meeting this need is an on-going goal for the City. In addition, the denial rates for homeownership levels for minority households was included as an impediment in previous planning documents, and has been identified as a continuing issue in the most recent fair housing document. The City continues to strive for affirmatively furthering fair housing in its efforts and identification of fair housing issues in the City.

SECTION IV. FAIR HOUSING ANALYSIS

This section presents demographic, economic, and housing information. Data were used to analyze a broad range of socio-economic characteristics, including population growth, race, ethnicity, disability, employment, poverty, and housing trends; these data are also available by Census tract, and are shown in geographic maps. Ultimately, the information presented in this section illustrates the underlying conditions that shape housing market behavior and housing choice in Lewisville.

A. DEMOGRAPHIC SUMMARY

In 2000, an estimated 77,737 people lived within the City as shown in Table IV.1. By 2010, the population in the City had grown by 22.6 percent, to an estimated 95,290 residents. The fastest-growing group during that time included residents aged 65 and older, rising over 88 percent over the period. While this cohort accounted for 6.5 percent of the population in 2010, up from 4.3 percent in 2000, such strong growth may imply that housing demands are strong for this elderly cohort.

Table IV.1
Population by Age

City of Lewisville
2000 & 2010 Census SF1 Data

Age	2000 Census		2010 Census		% Change 00-10
	Population	% of Total	Population	% of Total	
Under 5	7,075	9.1%	7,894	8.3%	11.6%
5 to 19	15,570	20.0%	18,876	19.8%	21.2%
20 to 24	7,230	9.3%	8,426	8.8%	16.5%
25 to 34	18,195	23.4%	19,493	20.5%	7.1%
35 to 54	22,072	28.4%	26,843	28.2%	21.6%
55 to 64	4,284	5.5%	7,521	7.9%	75.6%
65 or Older	3,311	4.3%	6,237	6.5%	88.4%
Total	77,737	100.0%	95,290	100.0%	22.6%

The elderly population, which includes residents aged 65 and older, grew at a faster rate than the overall population between 2000 and 2010. As shown in Table IV.2, some 12.9 percent of the elderly cohort was aged 85 and older: an estimated 802 residents. This group grew considerably as a share of the overall elderly population between 2000 and 2010, as did residents aged 80 to 84.

Table IV.2
Population by Age

City of Lewisville and Dallas-Ft Worth-Arlington CBSA
2000 & 2010 Census SF1 Data

Age	Lewisville CDBG		Dallas-Ft Worth-Arlington CBSA	
	Population	% of Total	Population	% of Total
Under 18	24,968	25.67%	1,785,825	27.79%
18-64	66,015	67.86%	4,068,790	63.32%
65+	6,292	6.47%	571,599	8.89%

The youngest age cohort (under the age of 18) comprised a slightly smaller percentage in Lewisville than in the Dallas-Ft. Worth regional area, but residents aged 18-64 accounted for nearly four percentage points more of the Lewisville population than the regional area. Finally,

the 65+ cohort was nearly nine percent of the regional population, compared to a slightly-smaller 6.5 percent of the city's population.

Table IV.3
Elderly Population by Age
City of Lewisville
2000 & 2010 Census SF1 Data

Age	2000 Census		2010 Census		% Change 00-10
	Population	% of Total	Population	% of Total	
65 to 66	499	15.1%	985	15.8%	97.4%
67 to 69	588	17.8%	1,180	18.9%	100.7%
70 to 74	821	24.8%	1,476	23.7%	79.8%
75 to 79	676	20.4%	1,022	16.4%	51.2%
80 to 84	382	11.5%	772	12.4%	102.1%
85 or Older	345	10.4%	802	12.9%	132.5%
Total	3,311	100.0%	6,237	100.0%	88.4%

White residents represented more than 77 percent of the study area population in 2000, but declined to 65.3 percent in 2010 and accounted for an estimated 62,263 residents in 2010. Residents classified as "other" race and black residents constituted the next largest percentage of the population at 11.8 percent and 11.2 percent, respectively. Asian residents grew at a rate of 144 percent between 2000 and 2010, accounting for 7.8 percent of the population in 2010. In addition, the Hispanic population expanded by over 101 percent between 2000 and 2010, rising from 17.8 to 29.2 percent, or reaching 27,783 persons in 2010.

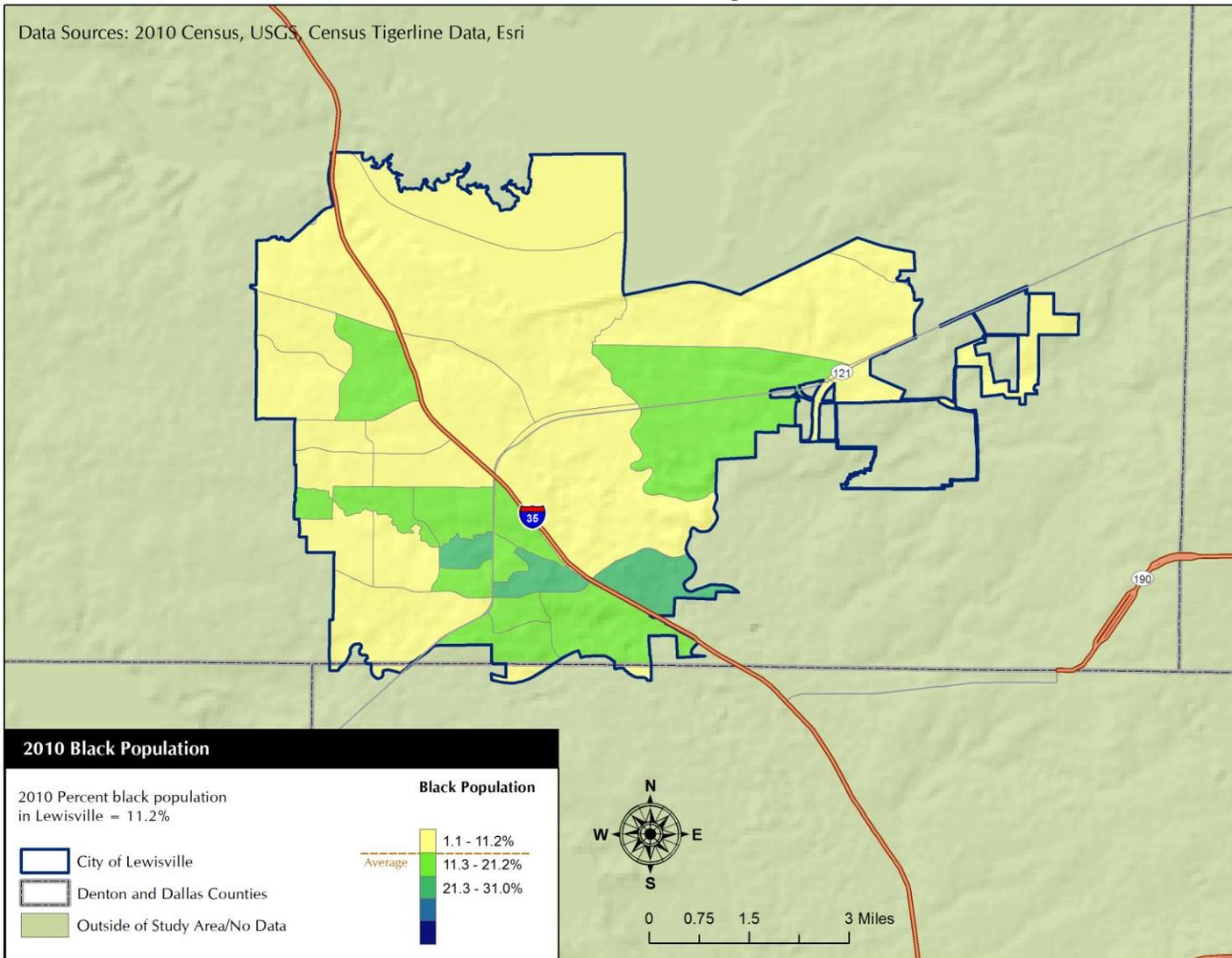
Table IV.4
Population by Race and Ethnicity
City of Lewisville
2000 & 2010 Census SF1 Data

Race	2000 Census		2010 Census		% Change 00-10
	Population	% of Total	Population	% of Total	
White	60,015	77.2%	62,263	65.3%	3.7%
Black	5,747	7.4%	10,661	11.2%	85.5%
American Indian	544	.7%	623	.7%	14.5%
Asian	3,028	3.9%	7,392	7.8%	144.1%
Native Hawaiian/ Pacific Islander	25	.0%	67	.1%	168.0%
Other	6,468	8.3%	11,236	11.8%	73.7%
Two or More Races	1,910	2.5%	3,048	3.2%	59.6%
Total	77,737	100.0%	95,290	100.0%	22.6%
Non-Hispanic	63,938	82.2%	67,507	70.8%	5.6%
Hispanic	13,799	17.8%	27,783	29.2%	101.3%

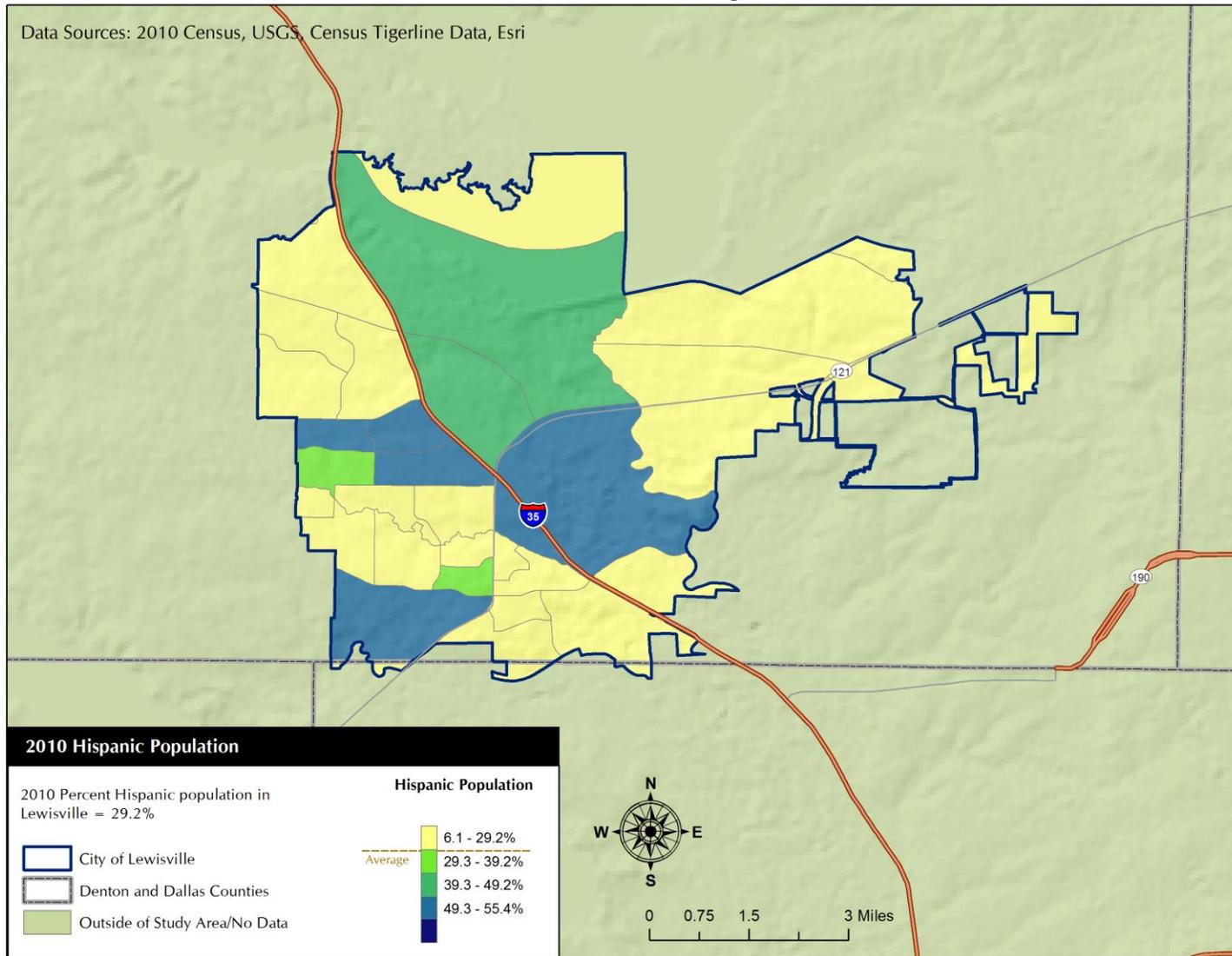
The geographic distribution of both Blacks and Hispanics demonstrates that concentrations of these minorities exist in the City of Lewisville, particularly for Hispanic residents. These distributions are presented in Maps IV.1 and IV.2, on the following pages.

In Map IV.1, several census tracts have concentrations of Black residents that exceed 21 percent, as seen in the southern portion of the City. In Map IV.2, the concentration of Hispanic households show that some areas exceed 49 percent. These areas are mainly located in the central part of the City, adjacent to I-35.

Map IV.1
Concentrations of Black Persons
 Lewisville, Texas
 2010 Census, USGS, Census Tigerline



Map IV.2
Concentrations of Hispanic Persons
 Lewisville, Texas
 2010 Census, USGS, Census Tigerline



Furthermore, ethnicity is a separate consideration from race³. The Hispanic population grew relatively rapidly from 2000 to 2010. Hispanic residents accounted for 17.8 percent of the study area population in 2000; an estimated 13,799 people. By 2010, the Hispanic population had grown by 101.3 percent, accounting for 29.2 percent of the population in that year.

Table IV.5
Population by Race and Ethnicity
City of Lewisville
2010 Census & 2014 Five-Year ACS

Race	2000		2010 Census		% Change 00 - 10
	Population	% of Total	Population	% of Total	
Non-Hispanic					
White	53,706	84.0%	47,280	70.0%	-12.0%
Black	5,628	8.8%	10,370	15.4%	84.3%
American Indian	399	.6%	347	.5%	-13.0%
Asian	2,990	4.7%	7,325	10.9%	145.0%
Native Hawaiian/ Pacific Islander	22	.0%	59	.1%	168.2%
Other	89	.1%	220	.3%	147.2%
Two or More Races	1,104	1.7%	1,906	2.8%	72.6%
Total Non-Hispanic	63,938	82.2%	67,507	70.8%	5.6%
Hispanic					
White	6,309	45.7%	14,983	53.9%	137.5%
Black	119	.9%	291	1.0%	144.5%
American Indian	145	1.1%	276	1.0%	90.3%
Asian	38	.3%	67	.2%	76.3%
Native Hawaiian/ Pacific Islander	3	.0%	8	.0%	166.7%
Other	6,379	46.2%	11,016	39.7%	72.7%
Two or More Races	806	5.8%	1,142	4.1%	41.7%
Total Hispanic	13,799	17.8%	27,783	29.2%	101.3%
Total Population	77,737	100.0%	95,290	100.0%	22.6%

An estimated 8.4 percent of the study area population was living with some form of disability in 2010-2014, as shown in Table IV.6. Female residents, 8.9 percent of whom were living with a disability during that time, were more likely than male residents to have a disability: an estimated 7.9 percent of male residents had a disability in 2010-2014.

Table IV.6
Disability by Age
City of Lewisville
2014 Five-Year ACS Data

Age	Male		Female		Total	
	Disabled Population	Disability Rate	Disabled Population	Disability Rate	Disabled Population	Disability Rate
Under 5	0	.0%	0	.0%	0	.0%
5 to 17	484	5.5%	440	5.2%	924	5.3%
18 to 34	629	4.5%	569	3.9%	1,198	4.2%
35 to 64	1,672	9.0%	1,807	9.8%	3,479	9.4%
65 to 74	500	23.6%	662	26.3%	1,162	25.0%
75 or Older	571	57.2%	972	52.7%	1,543	54.3%
Total	3,856	7.9%	4,450	8.9%	8,306	8.4%

³ Respondents to the decennial Census and American Community Survey are asked about their race and ethnicity separately, meaning that those who identified themselves as "non-Hispanic" may also identify as any race. The same is true of those who identify their ethnicity as "Hispanic".

Overall, disability rates in Lewisville closely mirrored those of the wider region as seen below. The rates generally fall within a single percentage point of the rates of the Dallas-Ft Worth area, with the lone exception to this trend being Ambulatory Difficulty, which had a rate of 4 percent in the city and 5.26 percent in the region. In the case of all six disability types, the rates in Lewisville are lower than the Dallas-Ft Worth region.

Table IV.7
Disability by Type
City of Lewisville and Dallas-Ft Worth-Arlington CBSA
Decennial Census; ACS

Disability Type	Lewisville		Dallas-Ft Worth-Arlington	
	Disabled Population	Disability Rate	Disabled Population	Disability Rate
Hearing difficulty	2,152	2.40%	161,866	2.69%
Vision difficulty	921	1.03%	116,986	1.94%
Cognitive difficulty	3,148	3.52%	226,638	3.76%
Ambulatory difficulty	3,584	4.00%	316,777	5.26%
Self-care difficulty	1,443	1.61%	122,242	2.03%
Independent living difficulty	2,384	2.66%	204,582	3.40%

Demographic Trends

As drawn from the AFH Assessment Tool, the population of Lewisville has grown considerably since 1990. At that time, there were a total of 43,834 residents in the city, 84.4 percent of whom were white (non-Hispanic), 4.5 percent of whom were black (non-Hispanic), and 8.4 percent of whom were Hispanic.⁴

Table IV.8
AFFH Table 2 – Demographic Trends
Lewisville, Texas
2016 HUD AFFH Data

Race/Ethnicity	1990		2000		2010	
	#	%	#	%	#	%
White, Non-Hispanic	37,102	84.41%	54,256	70.56%	48,349	49.70%
Black, Non-Hispanic	1,978	4.50%	5,688	7.40%	10,523	10.82%
Hispanic	3,711	8.44%	12,465	16.21%	27,919	28.70%
Asian or Pacific Islander, Non-Hispanic	822	1.87%	3,513	4.57%	7,941	8.16%
Native American, Non-Hispanic	221	0.50%	635	0.83%	357	0.37%
National Origin						
Foreign-born	2,120	4.82%	9,297	12.08%	19,460	20.62%
LEP						
Limited English Proficiency	1,660	3.77%	6,744	8.76%	13,945	14.77%
Sex						
Male	22,040	50.09%	38,441	49.96%	47,984	49.33%
Female	21,960	49.91%	38,506	50.04%	49,291	50.67%
Age						
Under 18	11,857	26.95%	21,263	27.63%	24,968	25.67%
18-64	30,144	68.51%	52,418	68.12%	66,015	67.86%
65+	1,998	4.54%	3,266	4.24%	6,292	6.47%
Family Type						
Families with children	6,476	54.83%	4,447	57.52%	12,464	52.80%

⁴ Except where otherwise noted, reference to racial groups included in this study will include only non-Hispanic residents. Those who fill out the Census questionnaire may identify themselves both as a member of a particular racial group and, in a separate question, as Hispanic or non-Hispanic. Where the narrative refers to "Hispanic" residents, those references will include Hispanic residents of any and all racial groups.

Over the following two decades, the population grew by nearly 61,000, or 140 percent. Population growth was especially pronounced among the City's minority (i.e., non-white and Hispanic) populations: the black population grew by almost 5,000 and accounted for 10.8 percent of the population in 2010. The Hispanic population had grown from 3,711 to nearly 28,000 over the same time period, accounting for 28.7 percent of the city population in 2010. By contrast, the white population declined as a proportion of the population slightly from 1990 to 2010. By 2010 the white population accounted for 48.7 percent of the population, compared to the over 84 percent in 1990.

The estimated 19,460 residents born outside of the United States accounted for approximately 20.6 percent of the population in 2010, up from 4.8 percent in 1990. Most commonly, these residents were born in Mexico, accounting for over 10 percent of the city population.

Some 13,945 residents had limited English proficiency (LEP) in 2010. The LEP population has grown considerably since 1990, when the 2,120 LEP residents in the city represented around 3.8 percent of the overall population. As of 2010, LEP individuals account for around 14.8 percent of the population. This represents a substantive portion of the population.

Over half of city families included children in 1990, or around 34,000 families. The proportion grew slightly by 2000, up from 54.8 percent in 1990 to 57.5 percent in 2000, but declined to 52.8 percent by 2010.

Table IV.9
Demographic Trends – Regional Compare
Dallas-Ft Worth-Arlington CBSA
Decennial Census; ACS

Race/Ethnicity	1990		2000		2010	
	#	%	#	%	#	%
White, Non-Hispanic	2,825,080	70.28%	3,081,462	59.21%	3,248,508	50.55%
Black, Non-Hispanic	550,532	13.70%	727,172	13.97%	941,599	14.65%
Hispanic	525,911	13.08%	1,121,084	21.54%	1,758,738	27.37%
Asian or Pacific Islander, Non-Hispanic	93,837	2.33%	216,069	4.15%	343,585	5.35%
Native American, Non-Hispanic	16,177	0.40%	39,884	0.77%	25,032	0.39%
National Origin						
Foreign-born	318,894	7.93%	784,699	15.08%	1,141,778	17.77%
LEP						
Limited English Proficiency	244,151	6.08%	592,943	11.39%	804,900	12.53%
Sex						
Male	1,982,936	49.34%	2,587,764	49.72%	3,168,434	49.30%
Female	2,035,925	50.66%	2,616,474	50.28%	3,257,780	50.70%
Age						
Under 18	1,093,648	27.21%	1,496,274	28.75%	1,785,825	27.79%
18-64	2,596,689	64.61%	3,296,337	63.34%	4,068,790	63.32%
65+	328,525	8.17%	411,626	7.91%	571,599	8.89%
Family Type						
Families with children	527,721	50.34%	499,988	52.81%	822,439	51.21%

Like Lewisville, the Dallas-Ft Worth-Arlington CBSA has experienced considerable growth since 1990, with most of that growth occurring in the Hispanic population. This ethnicity has seen exponential growth since 1990, swelling from just over 525,000 in the region in 1990 to 1.7 million in 2010, a robust growth rate of 234 percent. The regional White population has

declined, in terms of overall makeup of the population, from nearly three-quarters in 1990 to half the regional population in 2010, but is still the largest ethnic group in the region by far with over 3.2 million residents.

Perhaps corresponding the large Hispanic growth in the region, the percentage of foreign-born residents has also grown since 1990 (although not nearly as markedly as the Hispanic population). This population has doubled from nearly 8 percent to nearly 18 percent in 2010. The regional Limited English Proficiency population has followed a similar trend over this time period.

Economics

Households with incomes on the upper end and the lower end both grew for City residents from 2000 through 2010-2014, as measured in nominal dollars.⁵ As shown in Table IV.10, the share of households with incomes of \$100,000 per year or more grew by 7.8 percentage points. Households with incomes between \$25,000 and \$75,000 fell as a percentage of the population. At the same time, households with incomes between \$15,000 and \$25,000 grew as a proportion of the population.

Table IV.10
Households by Income

City of Lewisville
2000 Census SF3 & 2014 Five-Year ACS Data

Income	2000 Census		2014 Five-Year ACS	
	Households	% of Total	Households	% of Total
Less than \$15,000	2,029	6.7%	1,906	5.0%
\$15,000 to \$19,999	976	3.2%	2,026	5.3%
\$20,000 to \$24,999	1,374	4.6%	1,804	4.7%
\$25,000 to \$34,999	3,589	11.9%	4,367	11.4%
\$35,000 to \$49,999	5,253	17.4%	5,699	14.9%
\$50,000 to \$74,999	7,629	25.3%	8,926	23.3%
\$75,000 to \$99,999	4,710	15.6%	4,780	12.5%
\$100,000 or More	4,559	15.1%	8,764	22.9%
Total	30,119	100.0%	38,272	100.0%

In spite of the fact that a larger percentage of households were earning \$100,000 or more in 2010-2014 than were in 2000, the poverty rate rose from 6.0 to 10.6 percent over that same time period. As shown in Table IV.11, a majority of those living in poverty were aged 18 to 64 at both points in time.

Table IV.11
Poverty by Age

City of Lewisville
2000 Census SF3 & 2014 Five-Year ACS Data

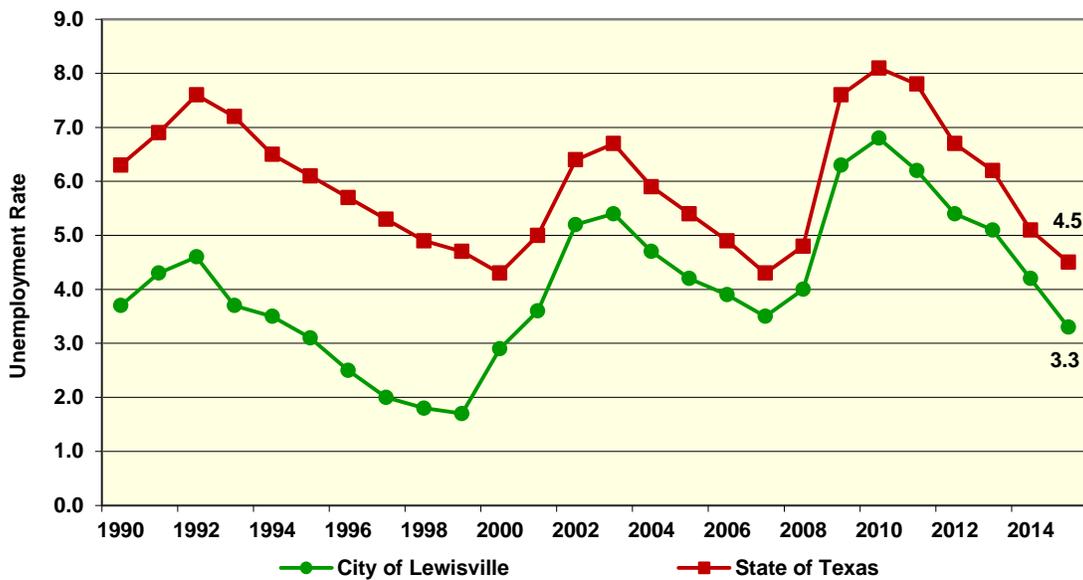
Age	2000 Census		2014 Five-Year ACS	
	Persons in Poverty	% of Total	Persons in Poverty	% of Total
Under 6	576	12.4%	1,935	18.6%
6 to 17	841	18.2%	2,538	24.4%
18 to 64	2,913	62.9%	5,563	53.5%
65 or Older	299	6.5%	359	3.5%
Total	4,629	100.0%	10,395	100.0%
Poverty Rate	6.0%	.	10.6%	.

⁵ Nominal dollars, unlike real dollars, have not been adjusted for inflation.

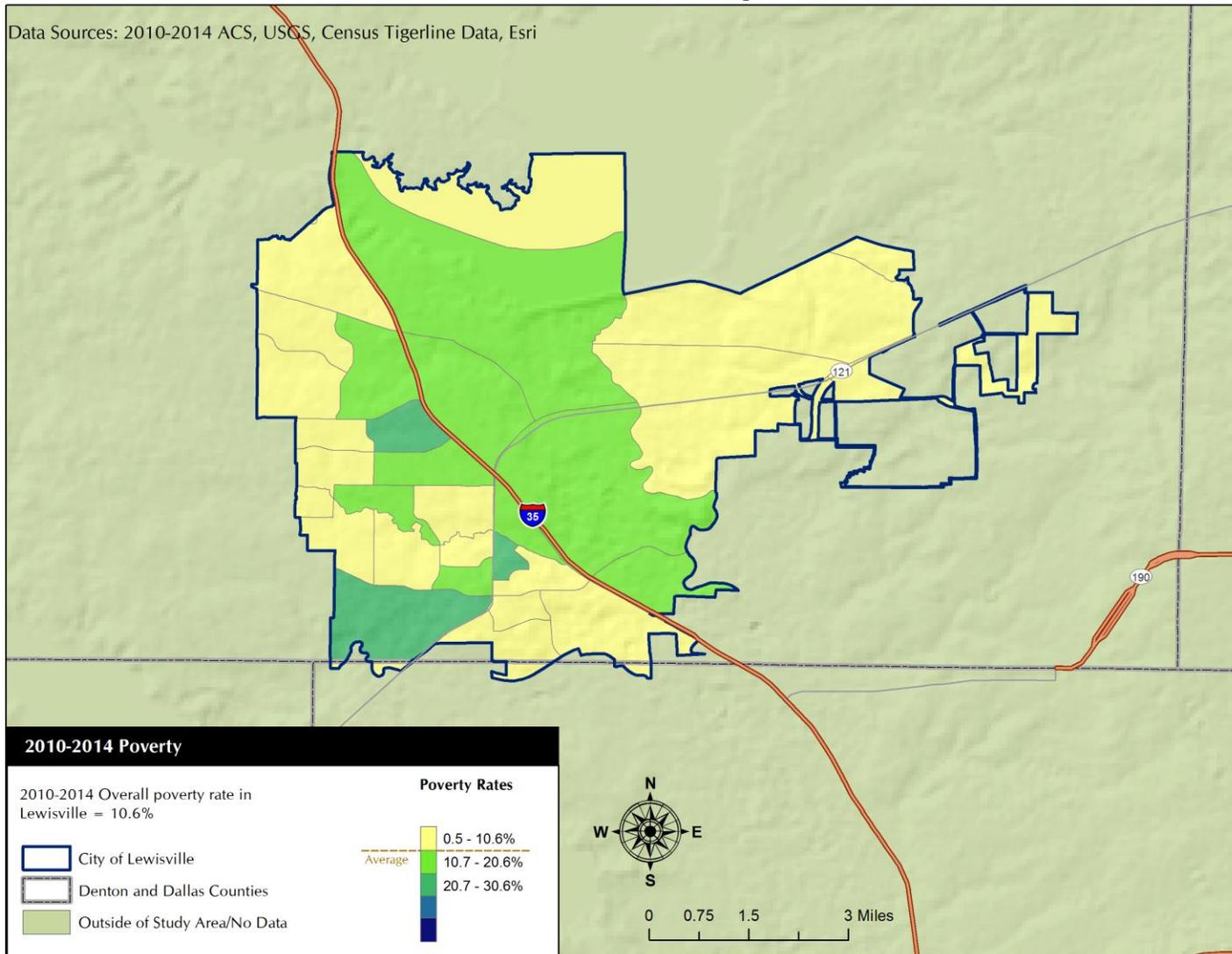
In Lewisville, poverty is indeed concentrated in selected areas of the City, as seen in Map IV.3. Areas with the highest concentrations of poverty are located in the central and southern portions of the City.

From 1990 through 2008, growth in the number of employed generally kept pace with changes in the size of the labor force. Employment dropped off after 2008 by over 3,400 by 2010. By 2015, however, employment had grown to 59,783. The result, as shown in Diagram IV.1, was an increase in the unemployment rate, which topped 6.8 percent in 2010. Since that time, the gap between the number of employed and the number in the labor force has narrowed, contributing to a steady decline in unemployment. By 2015, the unemployment rate in the City had declined to 3.3 percent. The City followed similar unemployment trends to the State of Texas, but remained below state levels; the state's unemployment level in 2015 was 4.5 percent.

Diagram IV.1
Unemployment Rate
 City of Lewisville vs. State of Texas
 1990 - 2015 BLS Data



Map IV.3
Concentrations of Poverty
 Lewisville, Texas
 2010-2014 ACS, USGS, Census Tigerline



HOUSING AND HOUSEHOLDS

An estimated 47.5 percent of housing units were single family units in 2014. Apartments accounted for 46.5 percent in 2014, and mobile homes accounted for 4.3 percent of units.

Table IV.12
Housing Units by Type

City of Lewisville
2000 Census SF3 & 2014 Five-Year ACS Data

Unit Type	2000 Census		2014 Five-Year ACS	
	Units	% of Total	Units	% of Total
Single-Family	16,841	53.1%	19,698	47.5%
Duplex	134	.4%	176	.4%
Tri- or Four-Plex	778	2.5%	433	1.0%
Apartment	12,090	38.1%	19,284	46.5%
Mobile Home	1,819	5.7%	1,793	4.3%
Boat, RV, Van, Etc.	58	.2%	44	0.1%
Total	31,720	100.0%	41,428	100.0%

An estimated 54.6 percent of the white population lived in single-family housing units in 2014, as shown in Table IV.13 while 39.5 percent lived in apartments. On the other hand, some 27.4 percent of black households lived in single family homes, while over twice as many blacks lived in apartments, over 71 percent of black residents.

Table IV.13
Distribution of Units in Structure by Race

City of Lewisville
2014 Five-Year ACS Data

Unit Type	White	Black	American Indian	Asian	Native Hawaiian/Pacific Islanders	Other	Two or More Races
Single-Family	54.6%	27.4%	36.8%	46.8%	100.0%	30.9%	32.8%
Duplex	.5%	.4%	13.2%	.8%	.0%	.0%	.0%
Tri- or Four-Plex	1.0%	1.2%	.0%	1.7%	.0%	1.4%	1.0%
Apartment	39.5%	71.1%	50.0%	48.9%	.0%	41.3%	62.7%
Mobile Home	4.4%	.0%	.0%	1.8%	.0%	26.3%	2.6%
Boat, RV, Van, Etc.	.1%	.0%	.0%	.0%	.0%	.0%	.8%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

More than 94 percent of housing units in Lewisville were occupied in 2000, but this decline to 93.8 percent in 2010, as shown in Table IV.14. The composition of owner and renter occupied housing units changed between 2000 and 2010, with an 8.2 percentage point decline in owner occupied housing. Vacant housing units grew from 5.4 percent of units in 2000 to 6.2 percent in 2014. A majority of vacant housing units were available for sale or for rent in 2000 and 2010, as shown in Table IV.15. Around nine percent of vacant units were classified as “other vacant” in 2010.

Table IV.14
Housing Units by Tenure
 City of Lewisville
 2000 & 2010 Census SF1 Data

Tenure	2000 Census		2010 Census		% Change 00–10
	Units	% of Total	Units	% of Total	
Occupied Housing Units	30,043	94.6%	37,496	93.8%	24.8%
Owner-Occupied	16,184	53.9%	17,152	45.7%	6.0%
Renter-Occupied	13,859	46.1%	20,344	54.3%	46.8%
Vacant Housing Units	1,721	5.4%	2,471	6.2%	43.6%
Total Housing Units	31,764	100.0%	39,967	100.0%	25.8%

By 2014, owner-occupied housing units accounted for 44.6 percent of housing units. Renter-occupied housing units grew to account for 55.4 percent of units. The housing stock as a whole grew by around 25.8 percent over the decade, as noted in Table IV.14, above.

Table IV.15
Housing Units by Tenure
 City of Lewisville
 2010 Census & 2014 Five-Year ACS Data

Tenure	2010 Census		2014 Five-Year ACS	
	Units	% of Total	Units	% of Total
Occupied Housing Units	37,496	93.8%	38,272	92.4%
Owner-Occupied	17,152	45.7%	17,060	44.6%
Renter-Occupied	20,344	54.3%	21,212	55.4%
Vacant Housing Units	2,471	6.2%	3,156	7.6%
Total Housing Units	39,967	100.0%	41,428	100.0%

According to recent estimates from the 2010-2014 ACS, the percentage of vacant units in the City has grown since 2010. “Other” vacant units also grew as a proportion of vacant housing units by 2014. “Other vacant” units can present more of a problem than other types of vacant housing units, as they are often not available to the market place. Without regular maintenance, they may fall into dilapidation and contribute to blight in areas where they are highly concentrated. In 2014, there were an estimated 3,156 vacant units, some 959 of which were classified as “other” vacant, accounting for 30.4 percent of vacant units in 2014, as noted in Table IV.16, below.

Table IV.16
Disposition of Vacant Housing Units
 City of Lewisville
 2010 Census & 2014 Five-Year ACS Data

Disposition	2010 Census		2014 Five-Year ACS	
	Units	% of Total	Units	% of Total
For Rent	1,729	70.0%	1,283	40.7%
For Sale	276	11.2%	165	5.2%
Rented or Sold, Not Occupied	125	5.1%	521	16.5%
For Seasonal, Recreational, or Occasional Use	105	4.2%	228	7.2%
For Migrant Workers	0	0.0%	0	.0%
Other Vacant	236	9.6%	959	30.4%
Total	2,471	100.0%	3,156	100.0%

Households with five or more persons grew as a percentage of households between 2000 and 2010, with households having six or seven or more persons expanding far more rapidly than

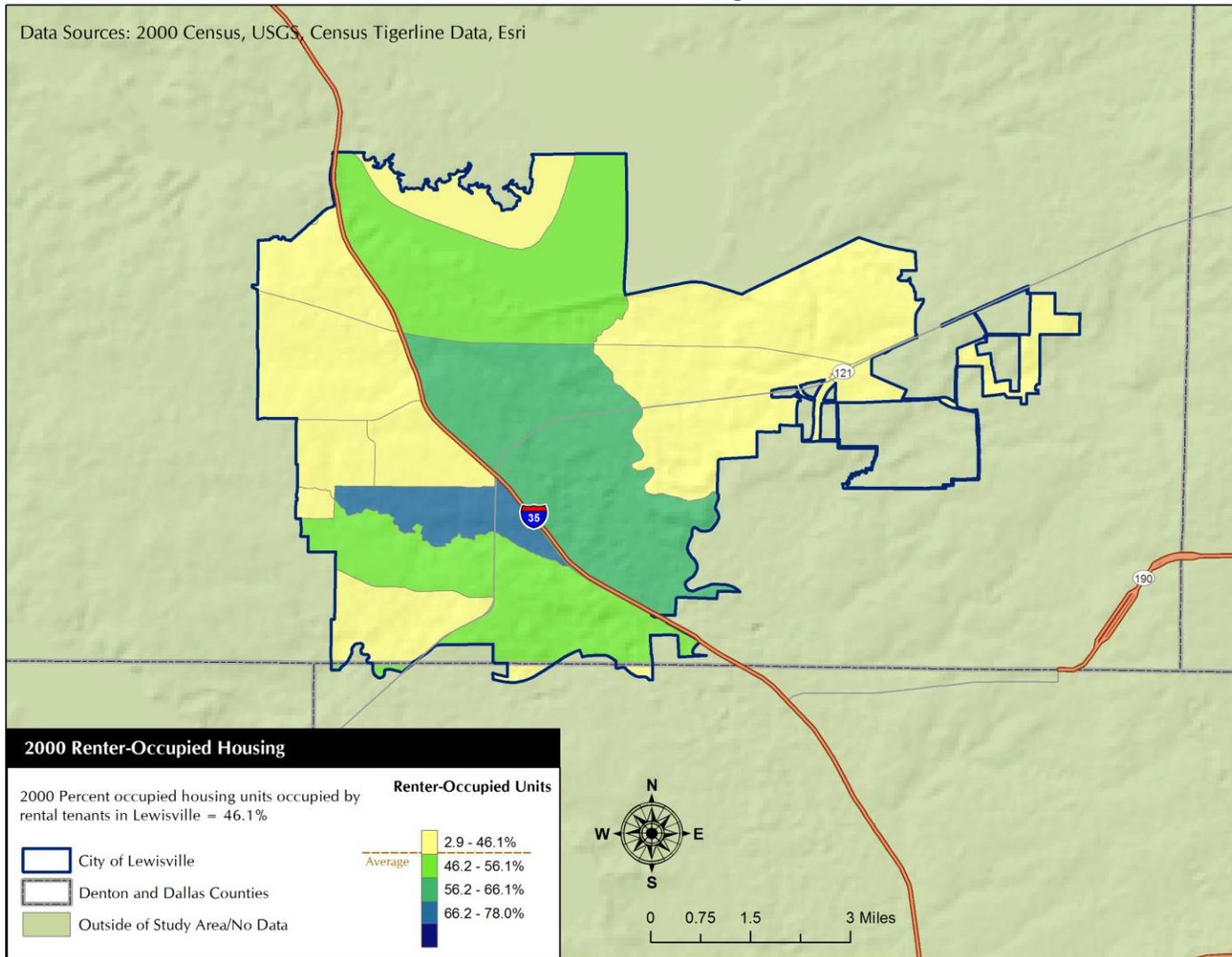
the average, rising some 63 and 59 percent over the time period. Households with two to four persons fell as a proportion of households, as seen in Table IV.17.

Table IV.17
Households by Household Size
 City of Lewisville
 2000 & 2010 Census SF1 Data

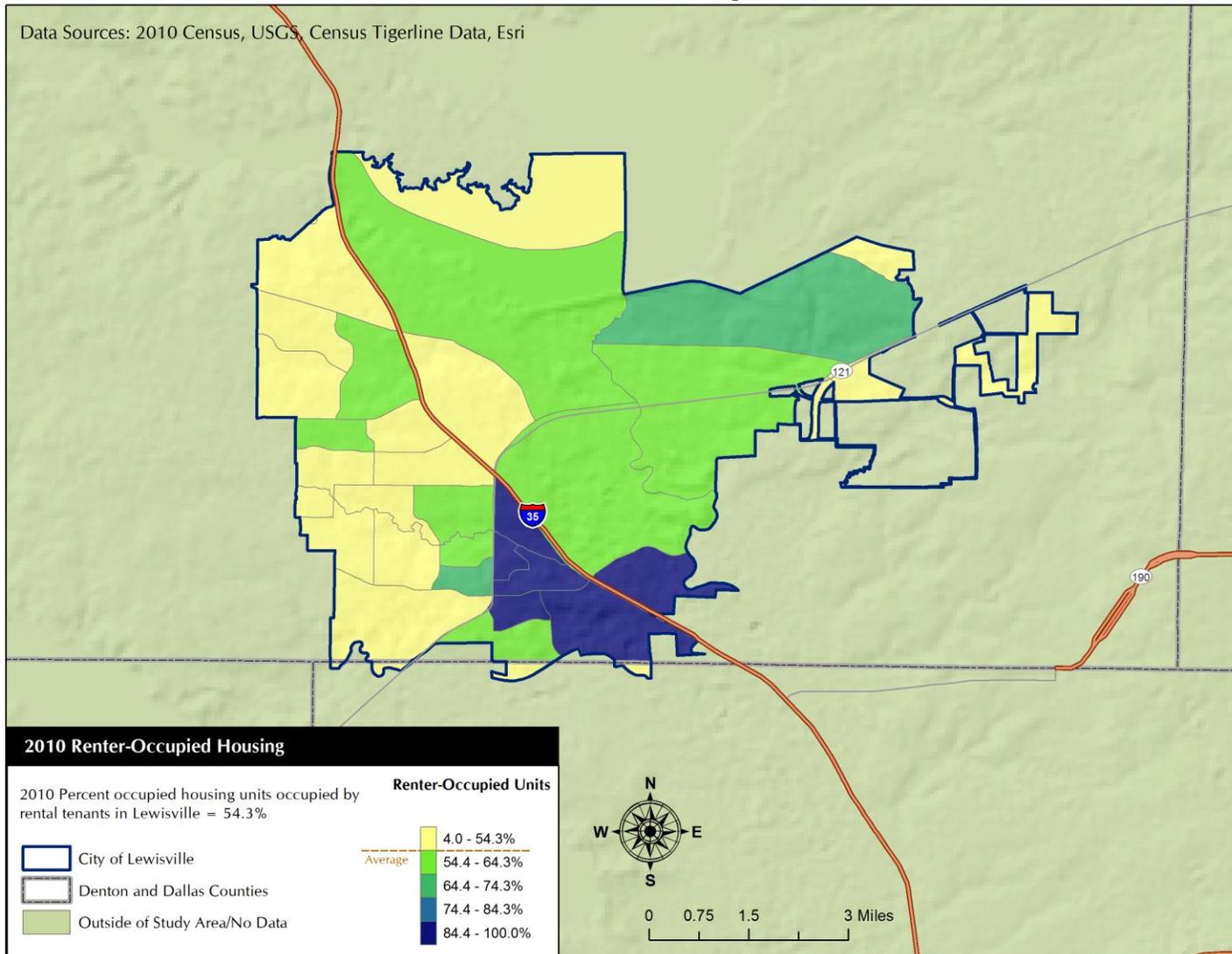
Size	2000 Census		2010 Census		% Change 00-10
	Households	% of Total	Households	% of Total	
One Person	7,581	25.2%	11,292	30.1%	49.0%
Two Persons	9,928	33.0%	11,359	30.3%	14.4%
Three Persons	5,255	17.5%	5,994	16.0%	14.1%
Four Persons	4,421	14.7%	4,756	12.7%	7.6%
Five Persons	1,753	5.8%	2,308	6.2%	31.7%
Six Persons	611	2.0%	998	2.7%	63.3%
Seven Persons or More	494	1.6%	789	2.1%	59.7%
Total	30,043	100.0%	37,496	100.0%	24.8%

Renter-occupied housing has been largely concentrated in central areas of the city since 2000, when 46.1 percent of occupied units throughout the city were occupied by rental tenants. By 2010, higher concentrations of renter-occupied units were found on the southern end of the city, as seen in Map IV.5. By contrast, owner-occupied units tended to be concentrated in the outer areas of the city, as shown in Maps IV.6 and IV.7.

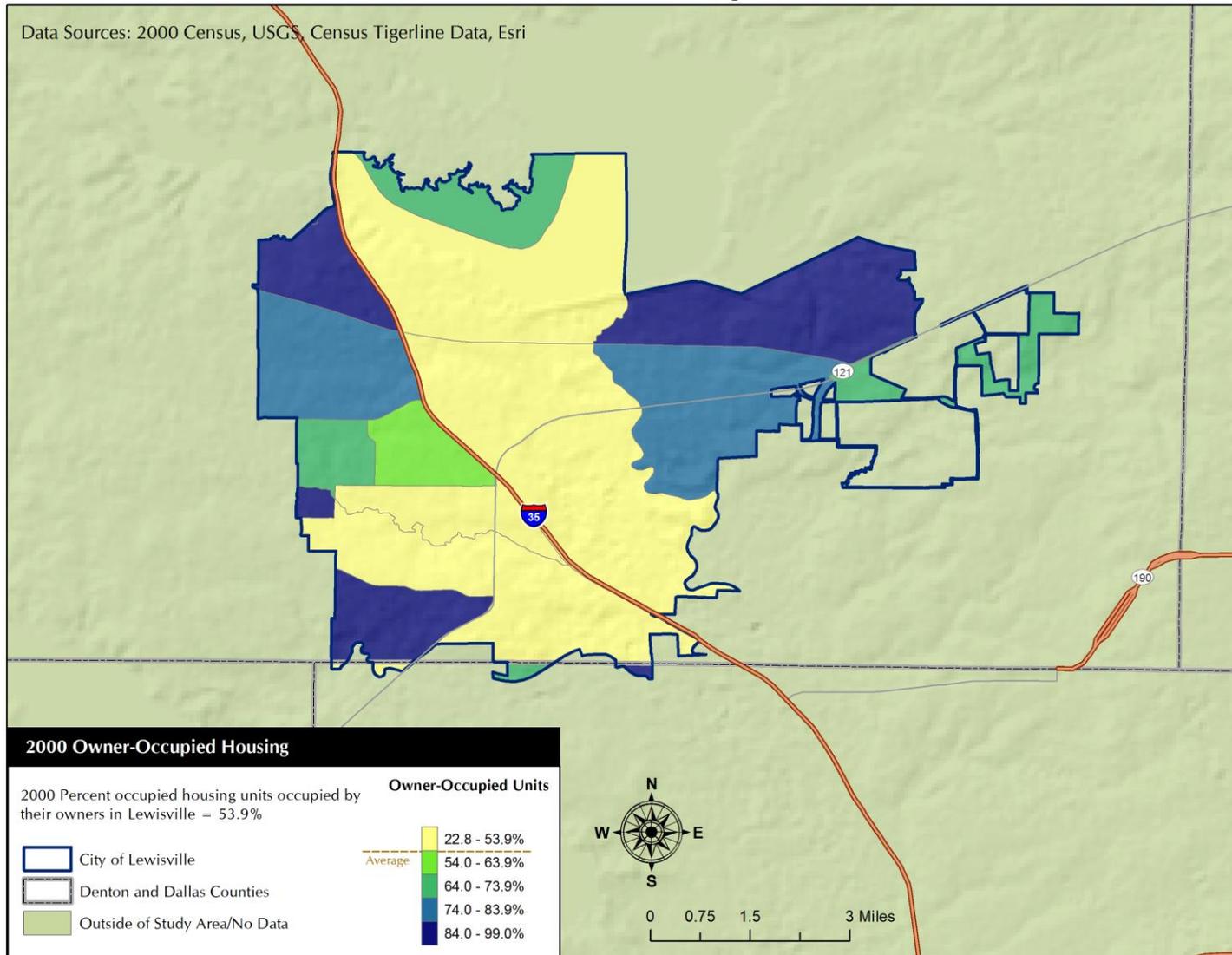
Map IV.4
2000 Renter Occupied Housing
 Lewisville, Texas
 2010 Census, USGS, Census Tigerline



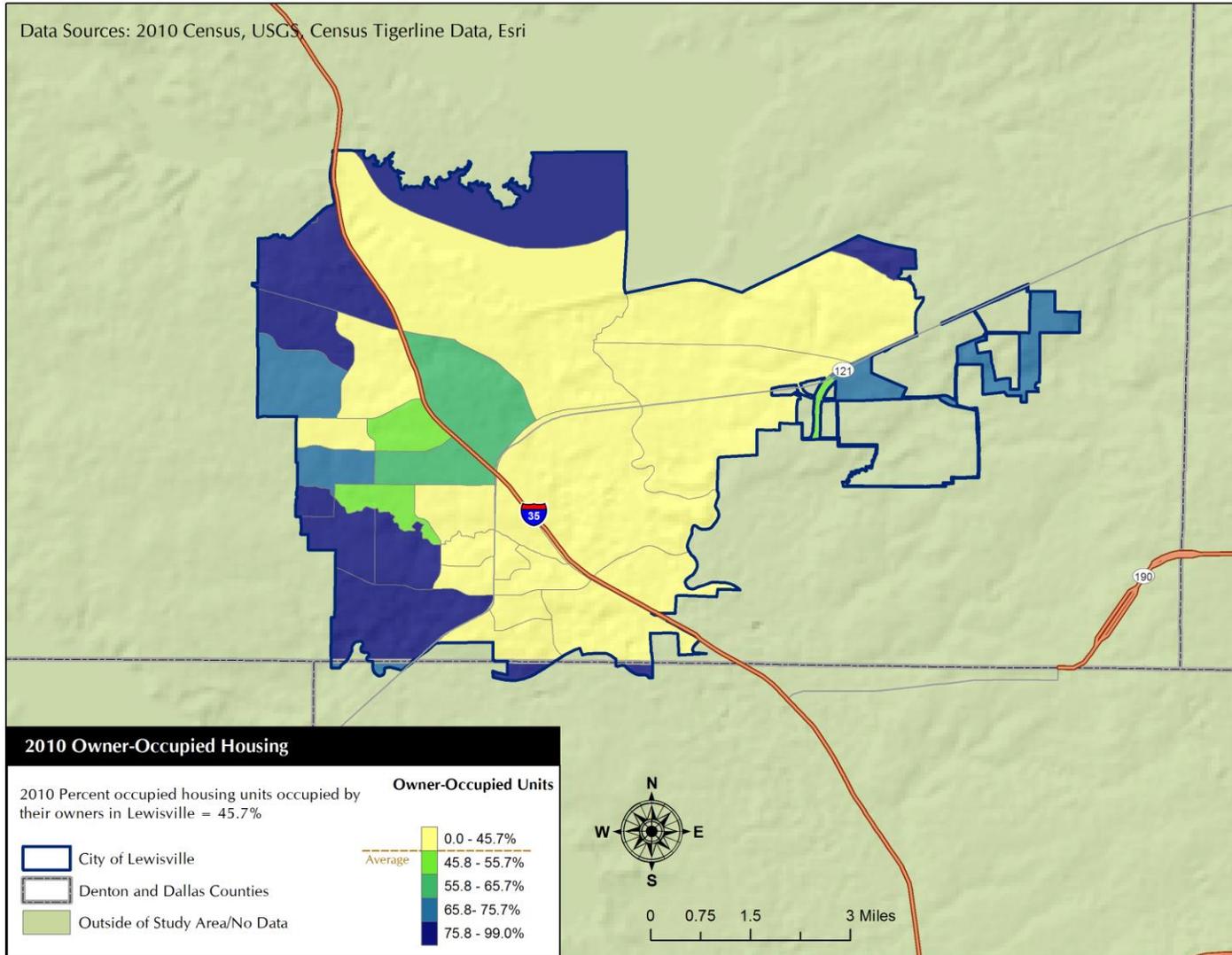
Map IV.5
2010 Renter Occupied Housing
 Lewisville, Texas
 2010 Census, USGS, Census Tigerline



Map IV.6
2000 Owner Occupied Housing
 Lewisville, Texas
 2010 Census, USGS, Census Tigerline



Map IV.7
2010 Owner Occupied Housing
 Lewisville, Texas
 2010 Census, USGS, Census Tigerline



B. SEGREGATION AND CONCENTRATIONS OF POVERTY

SEGREGATION/INTEGRATION

The “dissimilarity index” provides a quantitative measure of segregation in an area, based on the demographic composition of smaller geographic units within that area. One way of understanding the index is that it indicates how evenly two demographic groups are distributed throughout an area: if the composition of both groups in each geographic unit (e.g., Census tract) is the same as in the area as a whole (e.g., city), then the dissimilarity index score for that city will be 0. By contrast; and again using Census tracts as an example; if one population is clustered entirely within one Census tract, the dissimilarity index score for the city will be 1. The higher the dissimilarity index value, the higher the level of segregation in an area.

A Technical Note on the Dissimilarity Index Methodology

The dissimilarity indices included in this study were calculated from data provided by the Census Bureau according to the following formula:

$$D_j^{WB} = 100 * \frac{1}{2} \sum_{i=1}^N \left| \frac{W_i}{W_j} - \frac{B_i}{B_j} \right|$$

Where i indexes a geographic unit, j is the j th jurisdiction, W is group one and B is group two, and N is the number of geographic units, starting with i , in jurisdiction j .⁶

This is the formula that HUD uses to calculate dissimilarity index values. In most respects (including the use of tract-level data available through the Brown Longitudinal Tract Database), the methodology employed in this study exactly duplicates HUD’s methodology for calculating the index of dissimilarity.

The principle exception was the decision to use Census tract-level data to calculate dissimilarity index values through 2010. While HUD uses tract level data in 1990 and 2000, HUD uses block group-level data in 2010. The decision to use tract-level data in all years included in this study was motivated by the fact that the dissimilarity index is sensitive to the geographic base unit from which it is calculated. Concretely, use of smaller geographic units produces dissimilarity index values that tend to be higher than those calculated from larger geographic units.⁷

As a general rule, HUD considers the thresholds appearing in Table IV.18 to indicate low, moderate, and high levels of segregation:

⁶ Affirmatively Furthering Fair Housing Data Documentation. HUD. December 2015.

⁷ Wong, David S. “Spatial Decomposition of Segregation Indices: A Framework Toward Measuring Segregation at Multiple Levels.” *Geographical Analyses*, 35:3. The Ohio State University. July 2003. P. 179.

Table IV.18
Dissimilarity Index Values

Measure	Values	Description
Dissimilarity Index	<40	Low Segregation
[range 0-100]	40-54	Moderate Segregation
	>55	High Segregation

Segregation Levels

City of Lewisville has historically experienced low levels of segregation between white and non-white residents, and between white and black residents, as measured by the index of dissimilarity. As shown in Table IV.19, the dissimilarity index for non-white and white residents was 26.9 in 2010. The index between Hispanic and white was slightly higher at 37.8 percent, but still representing a low level of segregation. Lower degrees of segregation were observed between white residents and Black, Asian Pacific, or American Indian residents.

Table IV.19
AFFH Table 3 – Racial/Ethnic Dissimilarity Trends

City of Lewisville, Texas
2016 HUD AFFH Data

Racial/Ethnic Dissimilarity Index	Lewisville		
	1990	2000	2010
Non-White/White	17.41	20.04	26.87
Black/White	23.36	19.72	30.57
Hispanic/White	19.68	31.86	37.82
Asian or Pacific Islander/White	26.36	25.42	36.12

Note 1: Data Sources: Decennial Census

Note 2: Refer to the Data Documentation for details (www.hudexchange.info).

Observed levels of segregation between white residents and other racial/ethnic groups grew between 1990 and 2010, without exception, although some dropped during 2000. The Hispanic/White dissimilarity index grew at the greatest rate between 1990 and 2010, from 19.68 to 37.82. As noted above, this is the only index that indicated a moderate level of segregation. While the non-white and white index increased from 17.41 in 1990 to 26.87 on 2010, this is still considered low segregation. Black and white segregation levels did not experience as much growth, according to the index between 1990 and 2010, growing from 23.36 to 30.57.

The distribution of city residents by race and ethnicity in 2010 is presented in Map IV.8. As shown, Hispanic residents tended to be concentrated in Census tracts on the west side of the city. The same pattern was true for foreign born or LEP residents, who had slightly more concentration on the west side of the city. These are shown in Maps IV.9 and IV.10.

The following table shows the dissimilarity index of the Dallas-Ft Worth-Arlington CBSA. The index shows much higher values of segregation across all ethnic categories for the region. Black residents experienced the highest levels of segregation in 1990, although those values have fallen somewhat as of 2010. By a small margin, white residents were the least segregated in 2010, followed by Asian or Pacific Islander and then Hispanic residents. These latter two ethnicities have risen somewhat in segregation since the 1990 Census.

Table IV.20
Racial/Ethnic Dissimilarity Trends – Regional Compare
 Dallas-Ft Worth-Arlington CBSA
 Decennial Census

Racial/Ethnic Dissimilarity Index	Dallas-Ft Worth-Arlington CBSA		
	1990	2000	2010
Non-White/White	49.47	48.08	49.51
Black/White	63.00	59.30	59.85
Hispanic/White	48.71	52.27	53.14
Asian or Pacific Islander/White	42.08	44.31	50.11

Note 1: Data Sources: Decennial Census

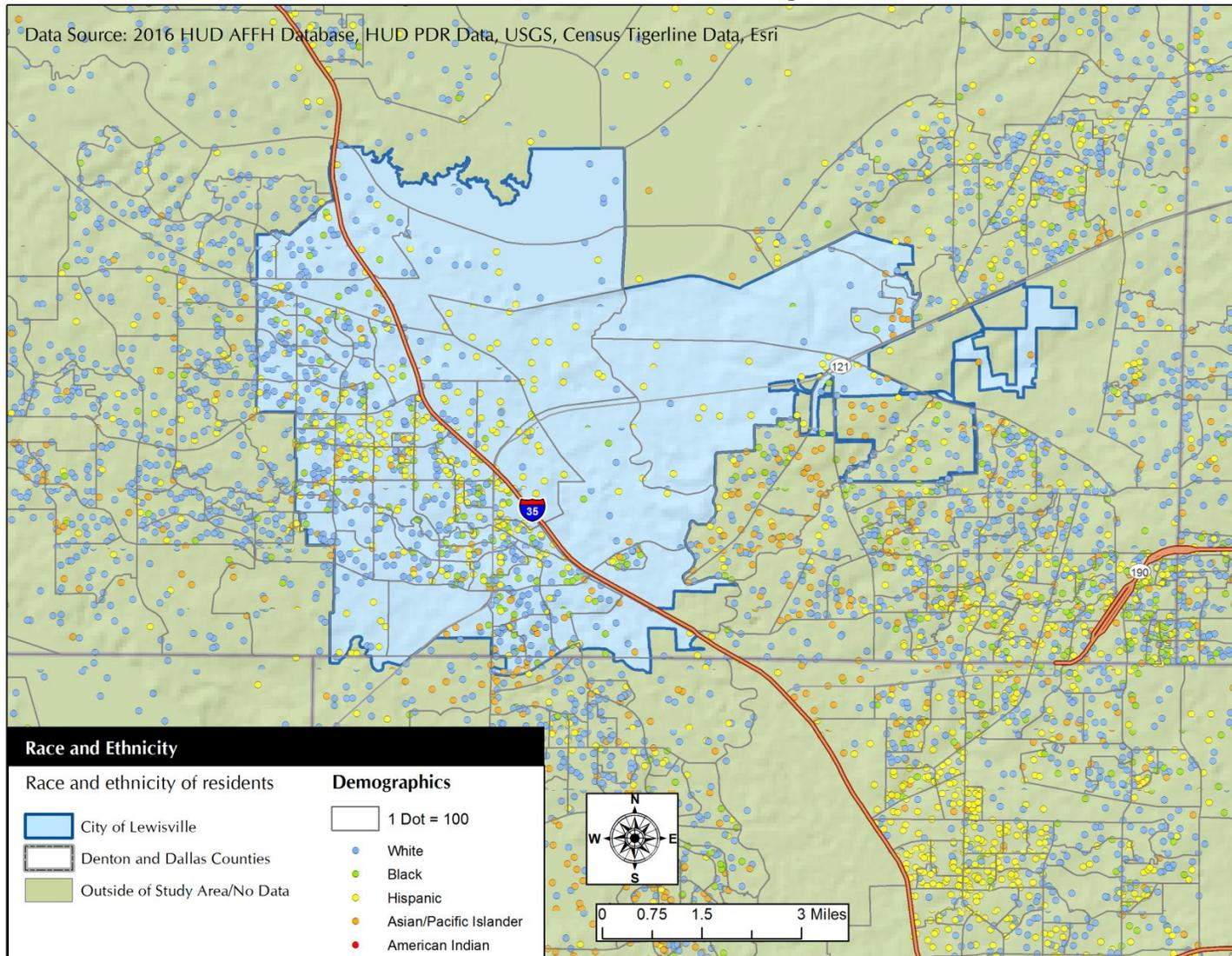
Note 2: Refer to the Data Documentation for details (www.hudexchange.info).

Housing Segregation and Patterns of Segregation over Time

Renter-occupied housing units were largely concentrated in the southern part of the city. As discussed later in this section, there are no R/ECAPs in the City. Conversely, owner-occupied housing was concentrated on the western and northern ends of the city.

As discussed previously, no racial/ethnic groups had moderate or higher levels of segregation.

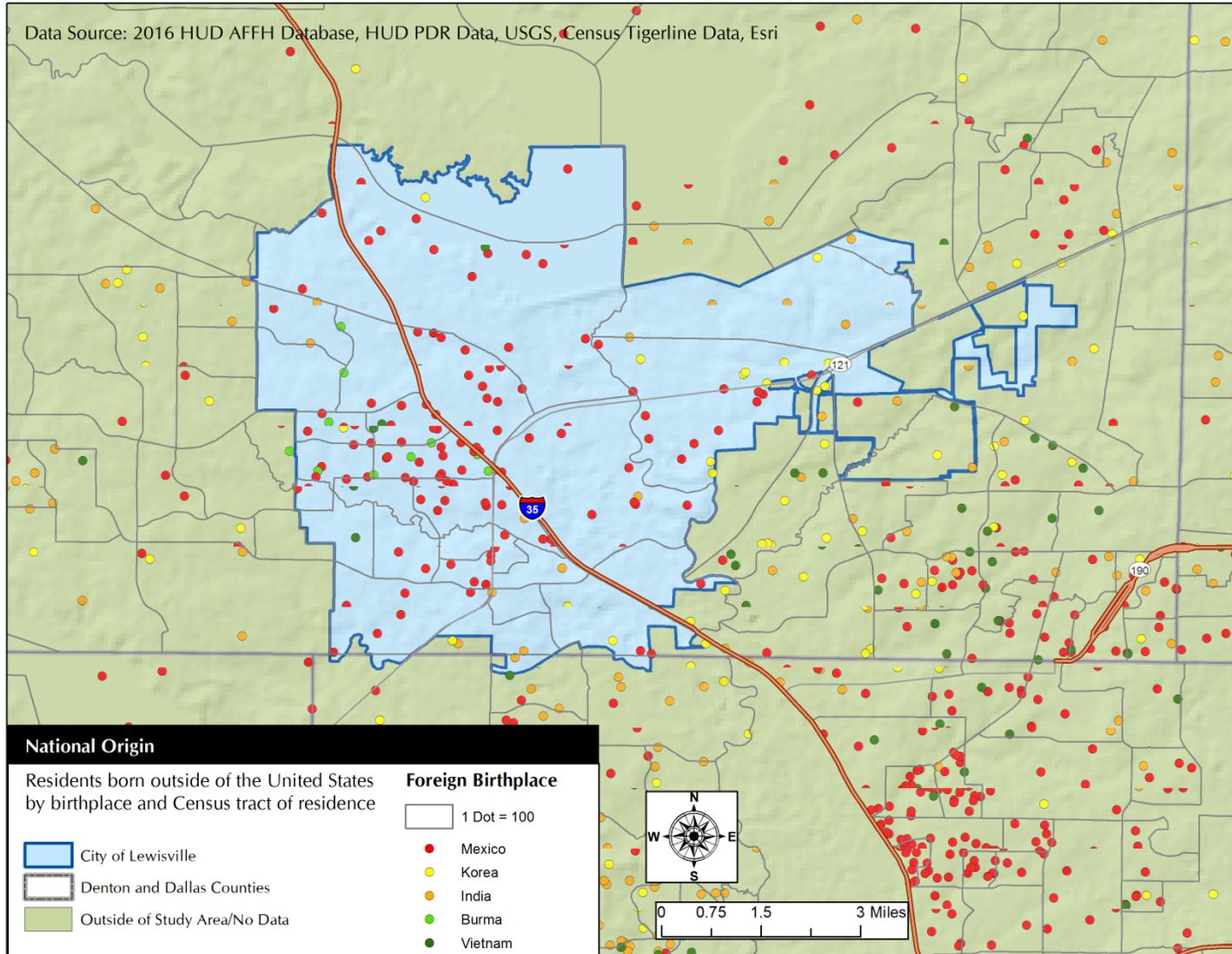
Map IV.8
AFFH Map 1 – Race and Ethnicity
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



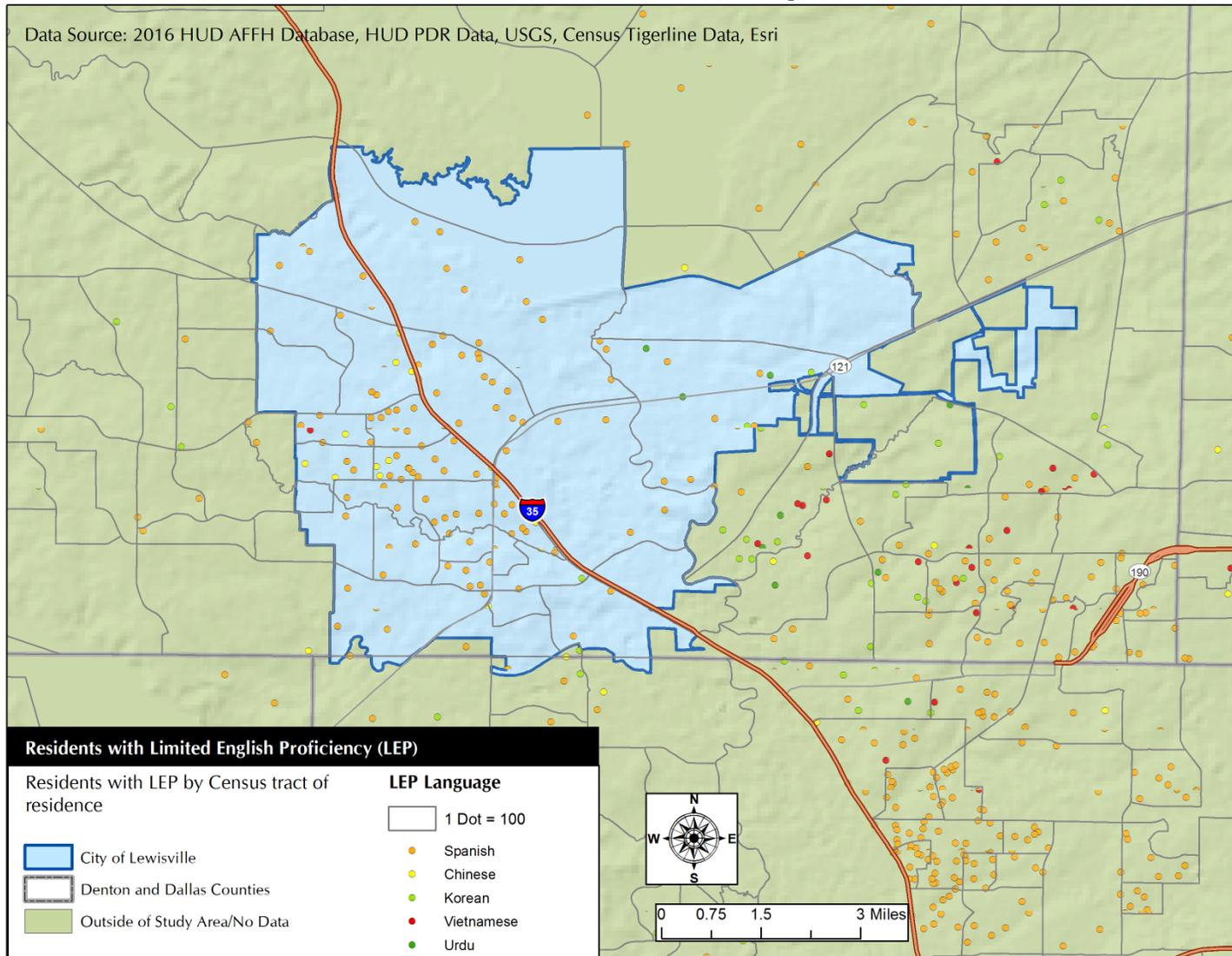
Map IV.9
AFFH Map 3 – National Origin

Lewisville, Texas

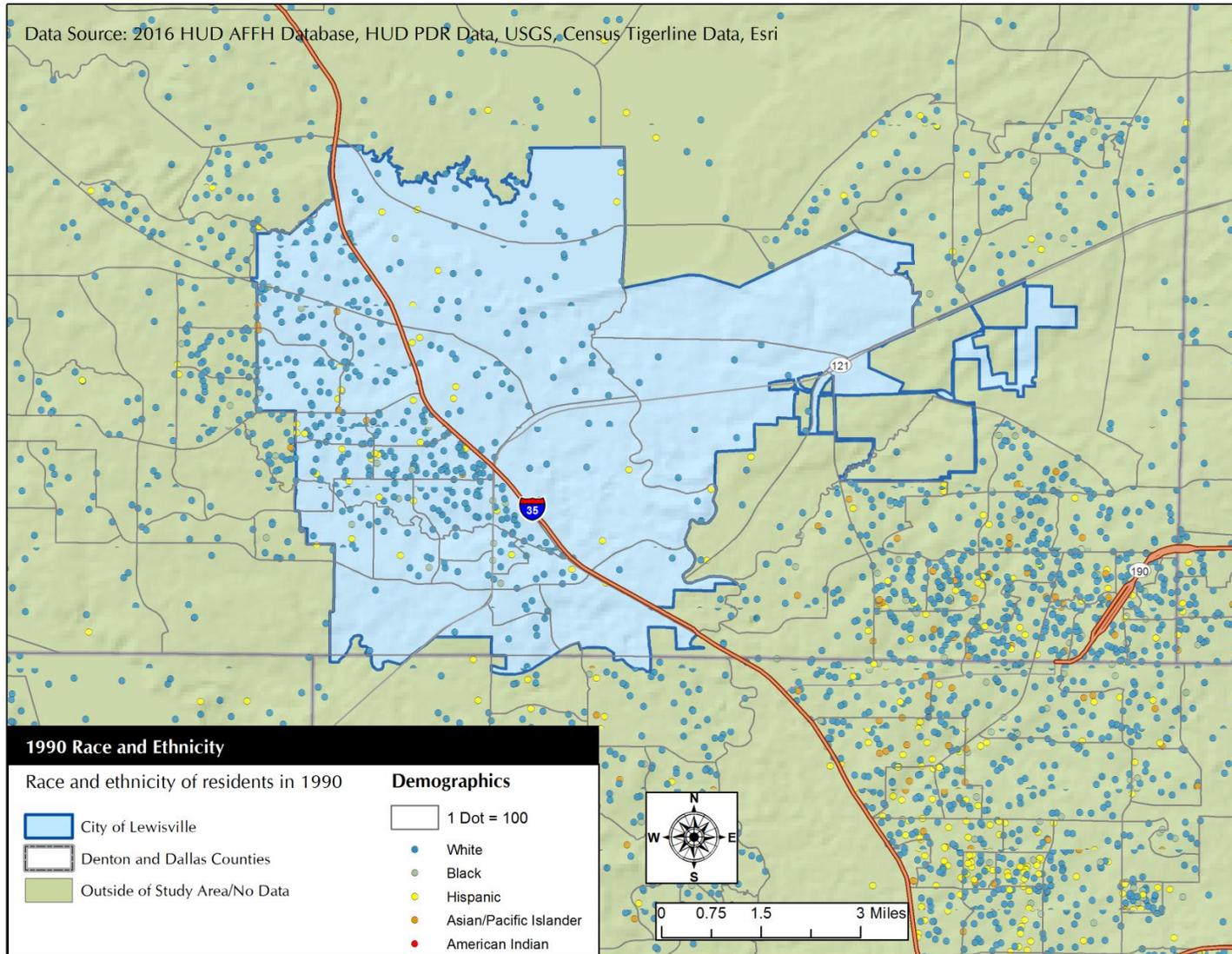
2016 HUD AFFH Database, USGS, Census Tigerline



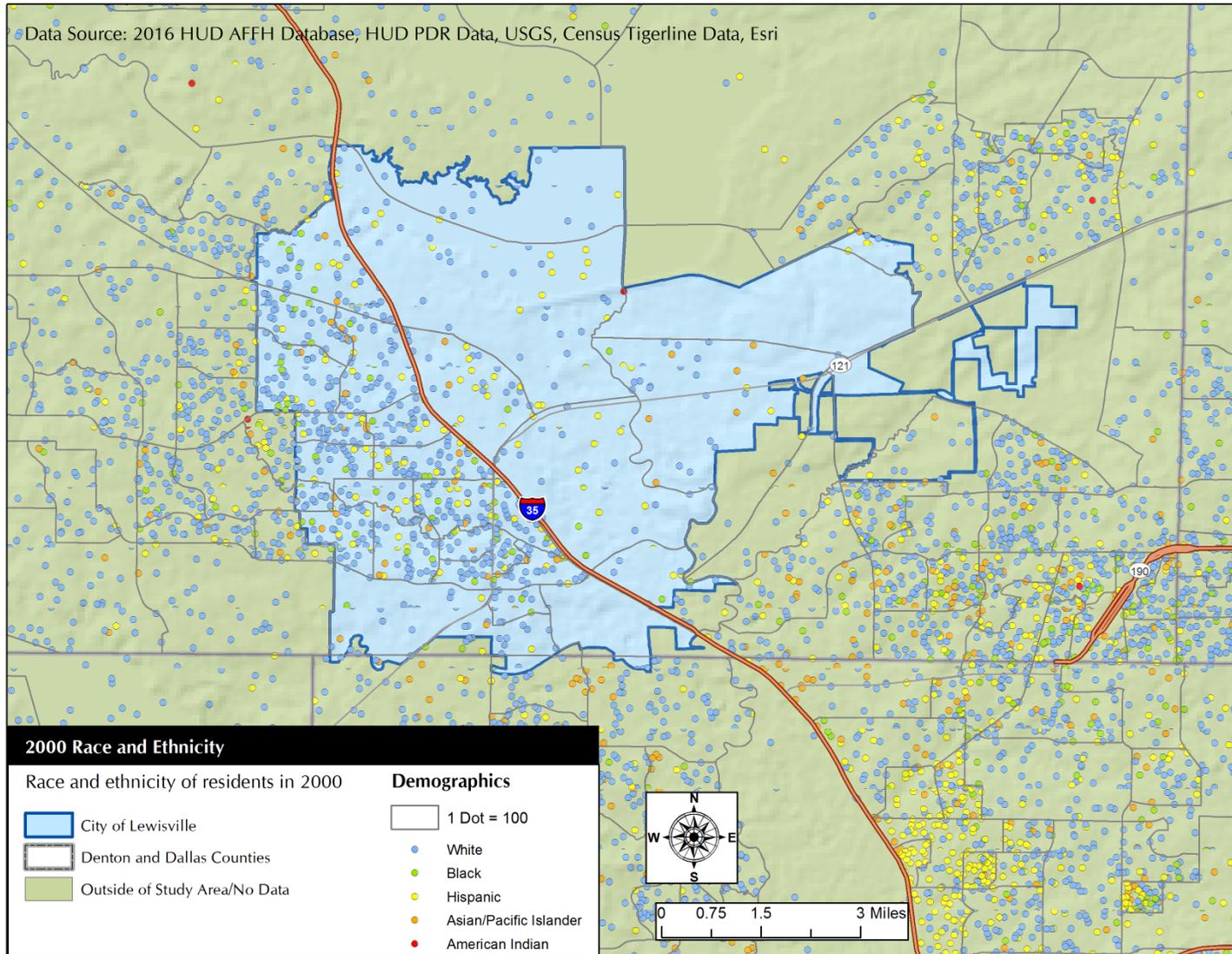
Map IV.10
AFFH Map 4 – Limited English Proficiency
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Map IV.11
AFFH Map 2 – Race and Ethnicity 1990
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Map IV.12
AFFH Map 2 – Race and Ethnicity 2000
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



OTHER FACTORS CONTRIBUTING TO SEGREGATION/INTEGRATION

Home Mortgage Disclosure Act Data

Since the late 1960s, the federal government has enacted several laws aimed at promoting fair lending practices in the banking and financial services industries. A brief description of selected federal laws aimed at promoting fair lending follows:

- The 1968 *Fair Housing Act* prohibits discrimination in housing based on race, color, religion, and national origin. Later amendments added sex, familial status, and disability. Under the Fair Housing Act, it is illegal to discriminate on the basis of any of those protected characteristics in the following types of residential real estate transactions: making loans to buy, build, or repair a dwelling; selling, brokering, or appraising residential real estate; and selling or renting a dwelling.
- The *Equal Credit Opportunity Act* was passed in 1974 and prohibits discrimination in lending based on race, color, religion, national origin, sex, marital status, age, receipt of public assistance, and the exercise of any right under the Consumer Credit Protection Act.
- The *Community Reinvestment Act* was enacted in 1977 and requires each federal financial supervisory agency to encourage financial institutions in order to help meet the credit needs of the entire community, including low- and moderate-income neighborhoods.
- Under the *Home Mortgage Disclosure Act (HMDA)*, enacted in 1975 and later amended, financial institutions are required to publicly disclose the race, sex, ethnicity, and household income of mortgage applicants by the Census tract in which the loan is proposed as well as outcome of the loan application.⁸ The analysis presented herein is from the HMDA data system.

Data collected under the HMDA provide a comprehensive portrait of home loan activity, including information pertaining to home purchase loans, home improvement loans, and refinancing.

Congress enacted the Home Mortgage Disclosure Act in 1975, permanently authorizing the law in 1988⁹. The Act requires both depository and non-depository lenders to collect and publicly disclose information about housing-related applications and loans. Under the HMDA, financial institutions are required to report the race, ethnicity, sex, loan amount, and income of mortgage applicants and borrowers by Census tract. Institutions must meet a set of reporting criteria. For depository institutions, these are as follows:

1. The institution must be a bank, credit union, or savings association;
2. The total assets must exceed the coverage threshold;¹⁰

⁸ *Closing the Gap: A Guide to Equal Opportunity Lending*, The Federal Reserve Bank of Boston, April 1993. <http://www.bos.frb.org/commdev/closing-the-gap/closingt.pdf>

⁹ Prior to that year, Congress had to periodically reauthorize the law.

¹⁰ Each December, the Federal Reserve announces the threshold for the following year. The asset threshold may change from year to year based on changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers.

3. The institution must have had a home or branch office in a Metropolitan Statistical Area (MSA);
4. The institution must have originated or refinanced at least one home purchase loan secured by a first lien on a one- to four-family dwelling;
5. The institution must be federally insured or regulated; and
6. The mortgage loan must have been insured, guaranteed, or supplemented by a federal agency or intended for sale to Fannie Mae or Freddie Mac.

For other institutions, including non-depository institutions, the reporting criteria are:

1. The institution must be a for-profit organization;
2. The institution's home purchase loan originations must equal or exceed 10 percent of the institution's total loan originations, or more than \$25 million;
3. The institution must have had a home or branch office in an MSA or have received applications for, originated, or purchased five or more home purchase loans, home improvement loans, or refinancing on property located in an MSA in the preceding calendar year; and
4. The institution must have assets exceeding \$10 million or have originated 100 or more home purchases in the preceding calendar year.

In addition to reporting race and ethnicity data for loan applicants, the HMDA reporting requirements were modified in response to the Predatory Lending Consumer Protection Act of 2002 as well as the Home Owner Equity Protection Act (HOEPA). Consequently, loan originations are now flagged in the data system for three additional attributes:

1. If they are HOEPA loans;
2. Lien status, such as whether secured by a first lien, a subordinate lien, not secured by a lien, or not applicable (purchased loans); and
3. Presence of high-annual percentage rate loans (HALs), defined as more than three percentage points for purchases when contrasted with comparable treasury instruments or five percentage points for refinance loans.

For the purposes of this analysis, these flagged originations will be termed predatory, or at least predatory in nature. Overall, the data contained within the HMDA reporting guidelines represent the best and most complete set of information on home loan applications. This report includes HMDA data from 2008 through 2015, the most recent year for which these data are available. These data allow us to analyze patterns in home lending, and discover whether and how much lending application patterns differ according to residents' genders, levels of income, and race or ethnicity.

The detailed HMDA data is presented in the Appendices, with the following presenting a key summary of this information. So, while owner occupied white applicants are denied at an average rate of 12.3 percent, minority owner occupied households are denied at a much higher rate. Hispanic applicants are denied at a rate of 24.2 percent. Black and Asian applicants are denied at an average rate of 15.9 percent and 16.3 percent, respectively. This is shown below in Table IV.21. If loans continue to be denied to minority households, then segregation in the jurisdiction may continue, especially in areas with high concentrations of owner-occupied housing.

Table IV.21
Denial Rates by Race/Ethnicity of Applicant
 City of Lewisville
 2004–2015 HMDA Data

Race/Ethnicity	2008	2009	2010	2011	2012	2013	2014	2015	Average
American Indian	12.5%	28.6%	69.2%	20.0%	50.0%	33.3%	.0%	11.1%	36.2%
Asian	25.3%	12.8%	19.2%	16.2%	20.0%	9.8%	12.0%	8.9%	16.3%
Black	14.9%	12.7%	11.5%	21.2%	14.3%	21.3%	14.7%	13.8%	15.9%
White	13.0%	10.6%	15.3%	12.8%	12.9%	11.1%	10.4%	9.5%	12.3%
Not Available	20.7%	12.3%	19.6%	28.1%	32.2%	24.2%	13.9%	13.1%	21.9%
Not Applicable	%	0.0%	0%	%	%	%	%	%	.0%
Average	15.2%	11.2%	16.7%	15.7%	15.9%	12.9%	11.2%	10.1%	13.5%
Non-Hispanic	13.5%	8.6%	13.1%	12.1%	11.2%	10.1%	9.3%	8.9%	11.1%
Hispanic	20.6%	23.8%	28.1%	26.7%	26.4%	23.8%	20.5%	14.9%	24.2%

HMDA data for applicant by race and income shows that denial rates among minority populations is particularly pronounced at lower income levels. For example, 66.7 percent of black applicants with incomes between \$15,000 and \$30,000 are denied, compared to 32.2 percent of white applicants.

Table IV.22
Denial Rates of Loans by Race/Ethnicity and Income of Applicant
 City of Lewisville
 2008–2015 HMDA Data

Race	<= \$15K	\$15K–\$30K	\$30K–\$45K	\$45K–\$60K	\$60K–\$75K	Above \$75K	Data Missing	Average
American Indian	%	75.0%	27.3%	9.1%	22.2%	35.3%	%	36.2%
Asian	100.0%	34.1%	10.8%	13.1%	17.1%	14.8%	30.0%	16.3%
Black	100.0%	66.7%	25.4%	14.0%	10.0%	10.7%	20.0%	15.9%
White	66.7%	32.2%	18.2%	11.8%	8.1%	7.4%	13.4%	12.3%
Not Available	71.4%	63.6%	38.2%	15.3%	20.0%	12.6%	44.4%	21.9%
Not Applicable	%	%	%	%	%	%	.0%	.0%
Average	72.7%	36.6%	19.1%	12.5%	10.8%	9.3%	22.7%	13.5%
Non-Hispanic	76.5%	32.5%	14.2%	10.8%	9.0%	8.8%	12.7%	11.1%
Hispanic	66.7%	35.7%	27.7%	19.1%	13.6%	9.7%	46.2%	24.2%

Fair Housing Complaints

HUD maintains records of complaints that represent potential and actual violations of federal housing law. Over the 2008 through 2016 study period, the agency received a total of 28 complaints alleging discrimination in Lewisville. Some 15 of these complaints cited perceived discrimination based on disability, as shown in Table V.19a on the following page. In addition, between 2009 and 2016, some 12 fair housing complaints were received on the basis of race.

Table IV.23a
Fair Housing Complaints by Basis of Complaint
 City of Lewisville
 2008-2016 HUD Data

Basis	2008	2009	2010	2011	2012	2013	2014	2015	2016	Total
Disability	2	.	2	2	1	1	3	.	4	15
Race	6	2	1				2	1		12
Sex	1						1	1		3
Family Status	1			1						2
National Origin			1							1
Retaliation	1									1
Total	11	2	4	3	1	1	6	2	4	34
Total Complaints	8	2	3	3	1	1	4	2	4	28

Those who file fair housing complaints with the Department of Housing and Urban Development may include more than one discriminatory action, or *issue*, in those complaints. Fair housing complaints from the City of Lewisville cited 48 issues total, with the most common being discriminatory terms, conditions, privileges, or services and facilities in first place, with discrimination in terms, conditions, privileges relating to rental and failure to make reasonable accommodation second-most, as shown in Table IV.23b below.

Table IV.23b
Fair Housing Complaints by Issue of Complaint
 City of Lewisville
 2008-2016 HUD Data

Basis	2008	2009	2010	2011	2012	2013	2014	2015	2016	Total
Discriminatory terms, conditions, privileges, or services and facilities	4	1	2	2	0	1	4	0	3	17
Discrimination in terms/conditions/privileges relating to rental	3	1	0	1	1	0	0	1	0	7
Failure to make reasonable accommodation	0	0	0	1	1	1	1	0	3	7
Discriminatory refusal to rent	3	1	0	1	0	0	0	0	1	6
Discriminatory acts under Section 818 (coercion, Etc.)	2	0	0	0	0	0	1	1	1	5
Discriminatory financing (includes real estate transactions)	1	0	1	0	0	0	0	0	0	2
Discriminatory refusal to rent and negotiate for rental	0	1	0	0	0	0	0	0	1	2
Discriminatory refusal to negotiate for rental	0	0	0	0	0	0	1	0	0	1
False denial or representation of availability - rental	0	0	0	0	0	0	0	0	1	1
Total Issues	13	4	3	5	2	2	7	2	10	48
Total Complaints	8	2	3	3	1	1	4	2	4	28

RACIALLY OR ETHNICALLY CONCENTRATED AREAS OF POVERTY

Racially or ethnically concentrated areas of poverty (R/ECAPs) are Census tracts with relatively high concentrations of non-white residents and these residents living in poverty. Formally, an area is designated an R/ECAP if two conditions are satisfied: first, the non-white population, whether Hispanic or non-Hispanic, must account for at least 50 percent of the Census tract population. Second, the poverty rate in that Census must exceed a certain threshold. That threshold is set at either 40 percent or three times the overall poverty rate, whichever is lower.

There were no Census tracts in Lewisville that met the definition of an R/ECAP in 2010.

Table IV. 24
HUD AFFH Table 4 – R/ECAP Demographics
 Lewisville, Texas
 2016 HUD AFFH Database

Lewisville		
R/ECAP Race/Ethnicity	#	%
Total Population in R/ECAPs	0	-
White, Non-Hispanic	0	
Black, Non-Hispanic	0	
Hispanic	0	
Asian or Pacific Islander, Non-Hispanic	0	
Native American, Non-Hispanic	0	
Other, Non-Hispanic	0	0
R/ECAP Family Type		
Total Families in R/ECAPs	0	-
Families with children	0	
R/ECAP National Origin		
Country		
Total Population in R/ECAPs	0	-
#1 country of origin	0	.00
#2 country of origin	0	.00
#3 country of origin	0	.00
#4 country of origin	0	.00
#5 country of origin	0	.00
#6 country of origin	0	.00
#7 country of origin	0	.00
#8 country of origin	0	.00
#9 country of origin	0	.00
#10 country of origin	0	.00

Note 1: 10 most populous groups at the jurisdiction level may not be the same as the 10 most populous at the Region level, and are thus labeled separately.

Note 2: Data Sources: Decennial Census; ACS

Note 3: Refer to the Data Documentation for details (www.hudexchange.info).

R/ECAPs Over Time

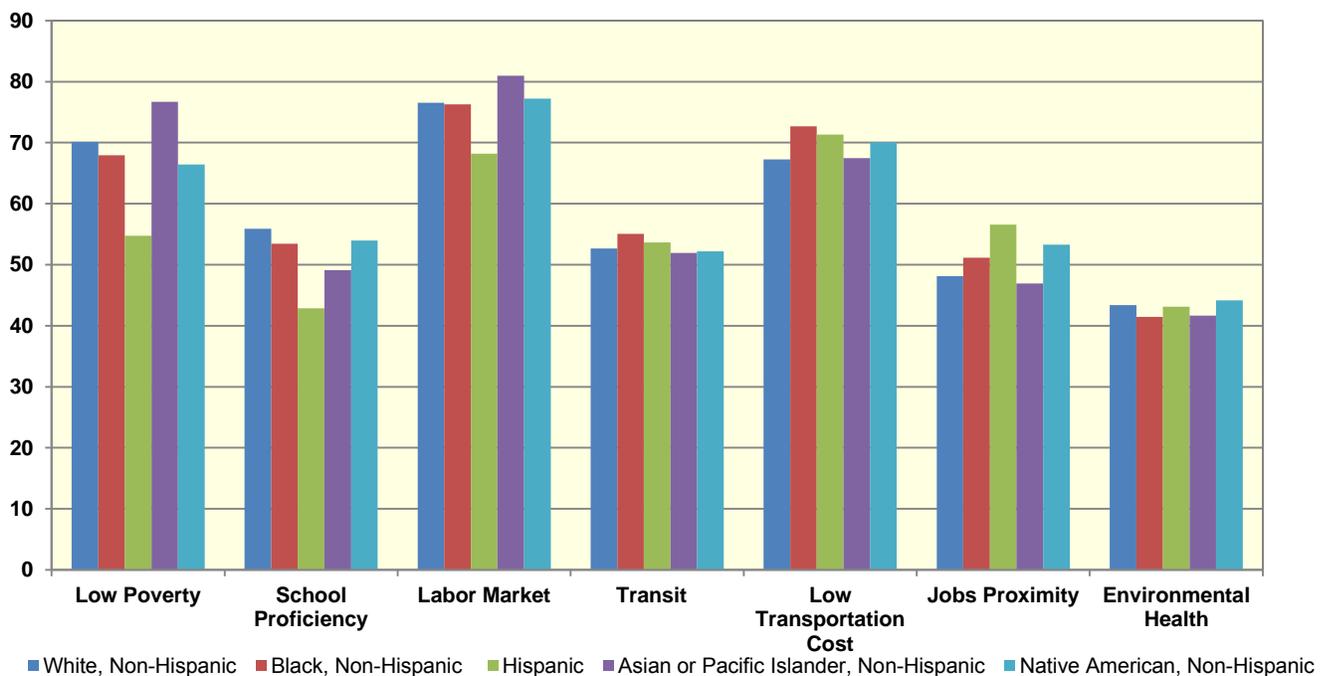
Since 1990, the City of Lewisville has not had any R/ECAPs.

C. DISPARITIES IN ACCESS TO OPPORTUNITY

The following section will describe the following opportunity indicator indices: Low Poverty; School Proficiency; Labor Market Engagement; Jobs Proximity; Low Transportation Costs; Transit Trips Index; and Environmental Health by race/ethnicity and households below the poverty line. A higher score on each of the indices would indicate: lower neighborhood poverty rates; higher levels of school proficiency; higher levels of labor engagement; closer proximity to jobs; lower transportation costs; closer access to public transportation; and greater neighborhood environmental quality (i.e., lower exposure rates to harmful toxins).

All the indices are presented in Diagram IV.6. As noted therein, four of the indices have little, if any, substantive differences by racial or ethnic classification, such as transit, transportation costs, jobs proximity, and environmental health. However, low poverty, school proficiency and the labor market all have substantive differences, especially between Hispanics and whites.

Diagram IV.6
Access to Opportunity by Race and Ethnicity
 City of Lewisville, Texas
 2010 Census, 2016 HUD AFFH Database



EDUCATIONAL OPPORTUNITIES

The School Proficiency Index measures the proficiency of elementary schools in the attendance area (where this information is available) of individuals sharing a protected characteristic or the proficiency of elementary schools within 1.5 miles of individuals with a protected characteristic where attendance boundary data are not available. The values for the School Proficiency Index are determined by the performance of 4th grade students on state exams.

As measured by the school proficiency index, urban block groups with the greatest proximity to high-performing elementary schools tend to be clustered in the north and south of the city. As shown in Map IV.13, the northern area has a higher concentration of white residents.

This relationship is further illustrated in Table IV.25, which shows that the school proficiency index for Hispanic residents is, at 42.8, below measures of school proficiency for other residents. White non-Hispanic measures were 55.9.

The degree to which access to high-performing schools differed by birthplace (i.e., within or outside of the United States) depended on residents' countries of birth. Mexican-born residents within the city limits tended to live in areas with relatively lower school proficiency index values, as shown in Map IV.14.

Most block groups in central areas of the city included 0 to 500 families with children, and within that range school proficiency index values did not differ markedly, as shown in Map IV.15.

Table IV.25
HUD AFFH Table 12 – Opportunity Indicators by Race/Ethnicity

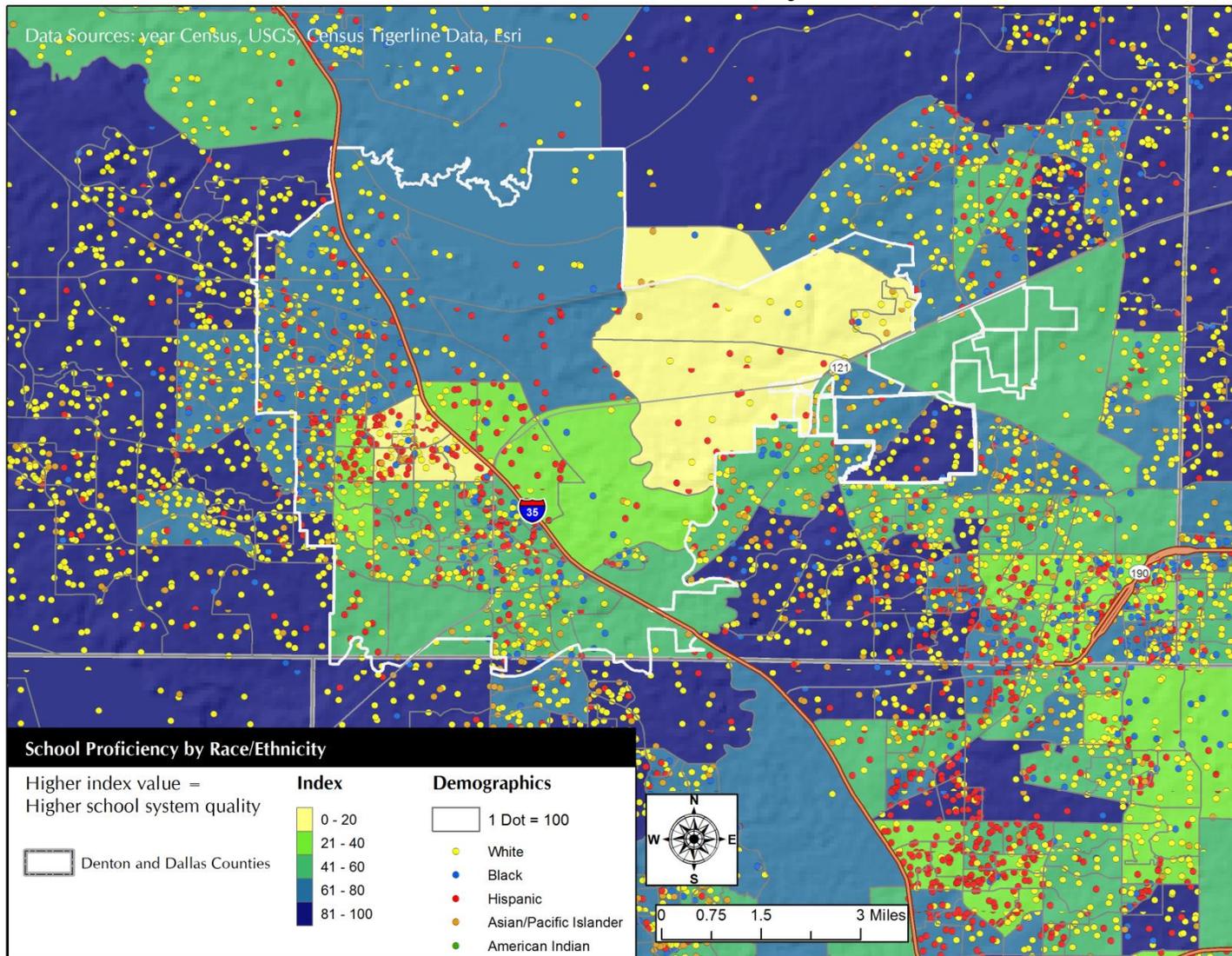
Lewisville, Texas
2016 HUD AFFH Database

Lewisville	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
Total Population							
White, Non-Hispanic	70.13	55.90	76.56	52.67	67.24	48.13	43.40
Black, Non-Hispanic	67.94	53.43	76.30	55.07	72.69	51.17	41.45
Hispanic	54.75	42.84	68.21	53.65	71.32	56.57	43.12
Asian or Pacific Islander, Non-Hispanic	76.69	49.10	80.98	51.94	67.44	46.93	41.65
Native American, Non-Hispanic	66.43	53.94	77.24	52.19	70.09	53.30	44.16
Population below federal poverty line							
White, Non-Hispanic	64.53	52.71	75.66	55.80	72.23	48.33	42.18
Black, Non-Hispanic	43.60	46.46	66.77	55.53	75.68	55.19	40.53
Hispanic	48.23	45.13	63.72	52.86	74.27	63.57	44.77
Asian or Pacific Islander, Non-Hispanic	62.97	46.94	73.05	59.09	76.26	48.00	41.52
Native American, Non-Hispanic	42.62	61.26	65.45	56.76	78.05	68.66	44.00

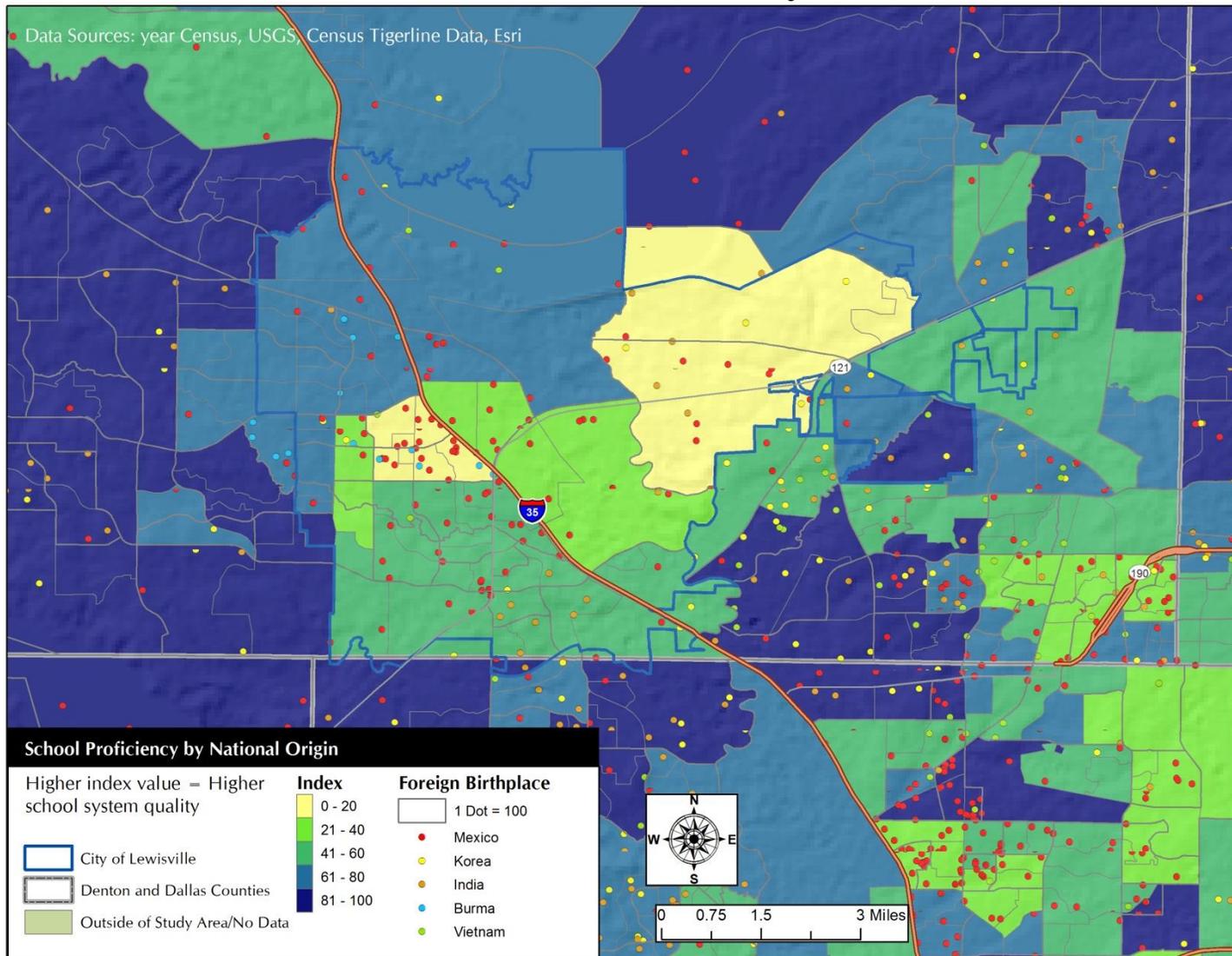
Note 1: Data Sources: Decennial Census; ACS; Great Schools; Common Core of Data; SABINS; LAI; LEHD; NATA

Note 2: Refer to the Data Documentation for details (www.hudexchange.info).

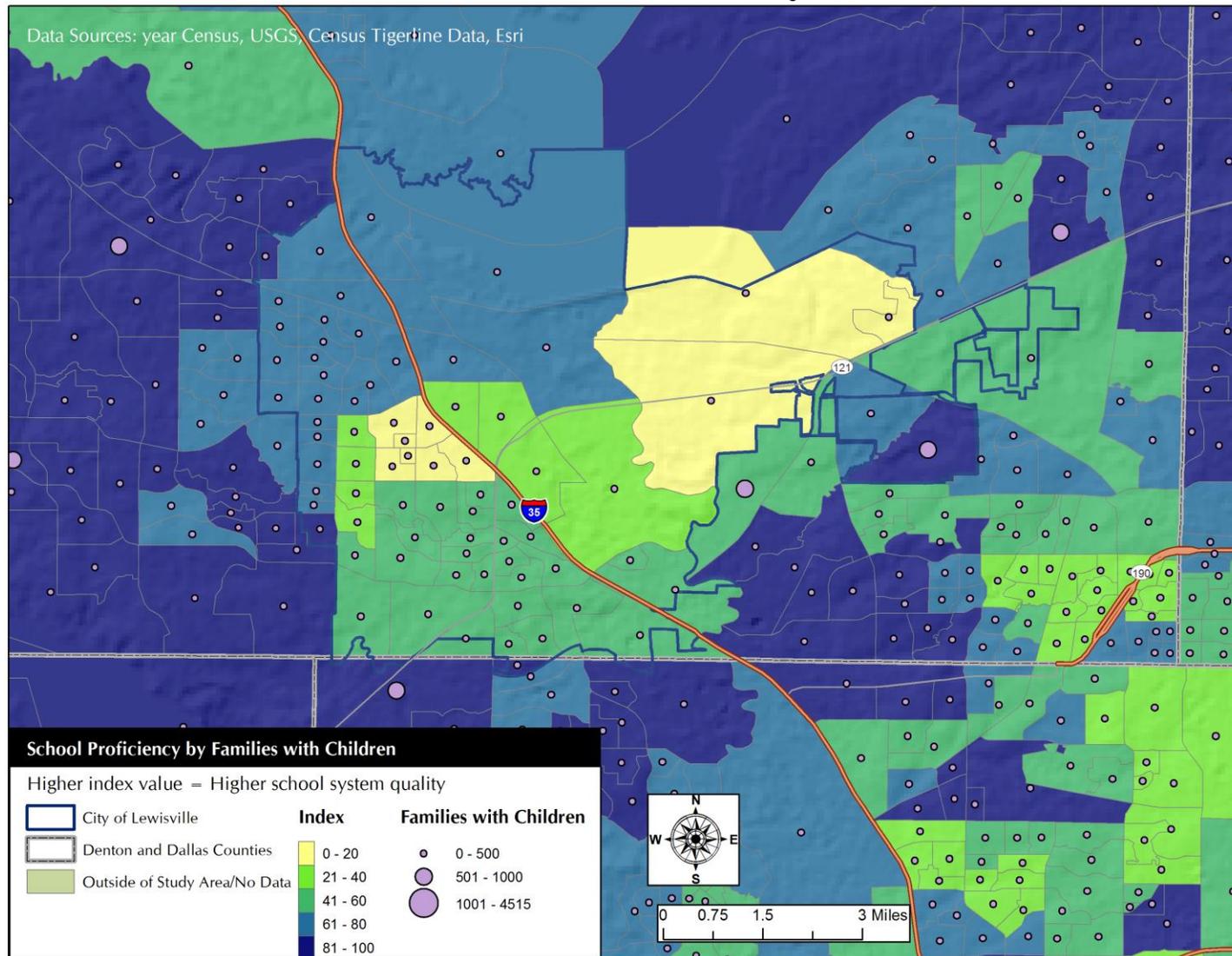
Map IV.13
AFFH Map 9 – School Proficiency by Race
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Map IV.14
AFFH Map 9 – School Proficiency by National Origin
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Map IV.15
AFFH Map 9 – School Proficiency by Families with Children
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Residency Patterns and School Proficiency

Urban block groups with the greatest proximity to high-performing elementary schools tend to be clustered in areas with a relatively high concentration of white residents and comparatively low concentrations of black residents. In areas with higher concentrations of Hispanic residents, school proficiency index values tended to be lower.

Mexican-born residents within the city limits tended to live in areas with relatively lower school proficiency index values, as shown in Map IV.14.

There was no observed difference with the relationship between the number of families in a block group and access to high performing schools.

School Related Policies

The Lewisville Independent School District enrolls students based on residential locations within the city. This may limit access to high performing schools to residents living in other areas of the City.

EMPLOYMENT

The Jobs Proximity Index measures the physical distances between place of residence and jobs by race/ethnicity. The Labor Market Engagement Index provides a measure of unemployment rate, labor-force participation rate, and percent of the population ages 25 and above with at least a bachelor's degree, by neighborhood.

The job proximity index suggests that job opportunities in the city were generally concentrated east of I-35 in the City of Lewisville. As shown in Map IV.16 and Table IV.25, physical location had little impact on access to employment opportunities by race and ethnicity, with Hispanics showing slightly better access. The same was true of the city's largest foreign-born populations and families with children.

However, measures of labor market engagement did reveal a higher level of differences between residents of different races/ethnicities. The labor market engagement index is a combination of three factors: the unemployment rate, the labor force participation rate, and the share of the population that has attained a bachelor's degree or higher. As shown in Table IV.25, labor market engagement scores were highest among the city's white, black and Native American residents (greater than 76 in all three cases). The labor market engagement score was lowest among the city's Hispanic residents (68.21).

Residents born outside of the United States generally lived in Census tracts with relatively lower labor market engagement scores, as shown in Map IV.20. As noted previously, most block groups throughout the city included 0 to 500 families with children, and there was little geographic variation in labor market engagement by the number of families with children.

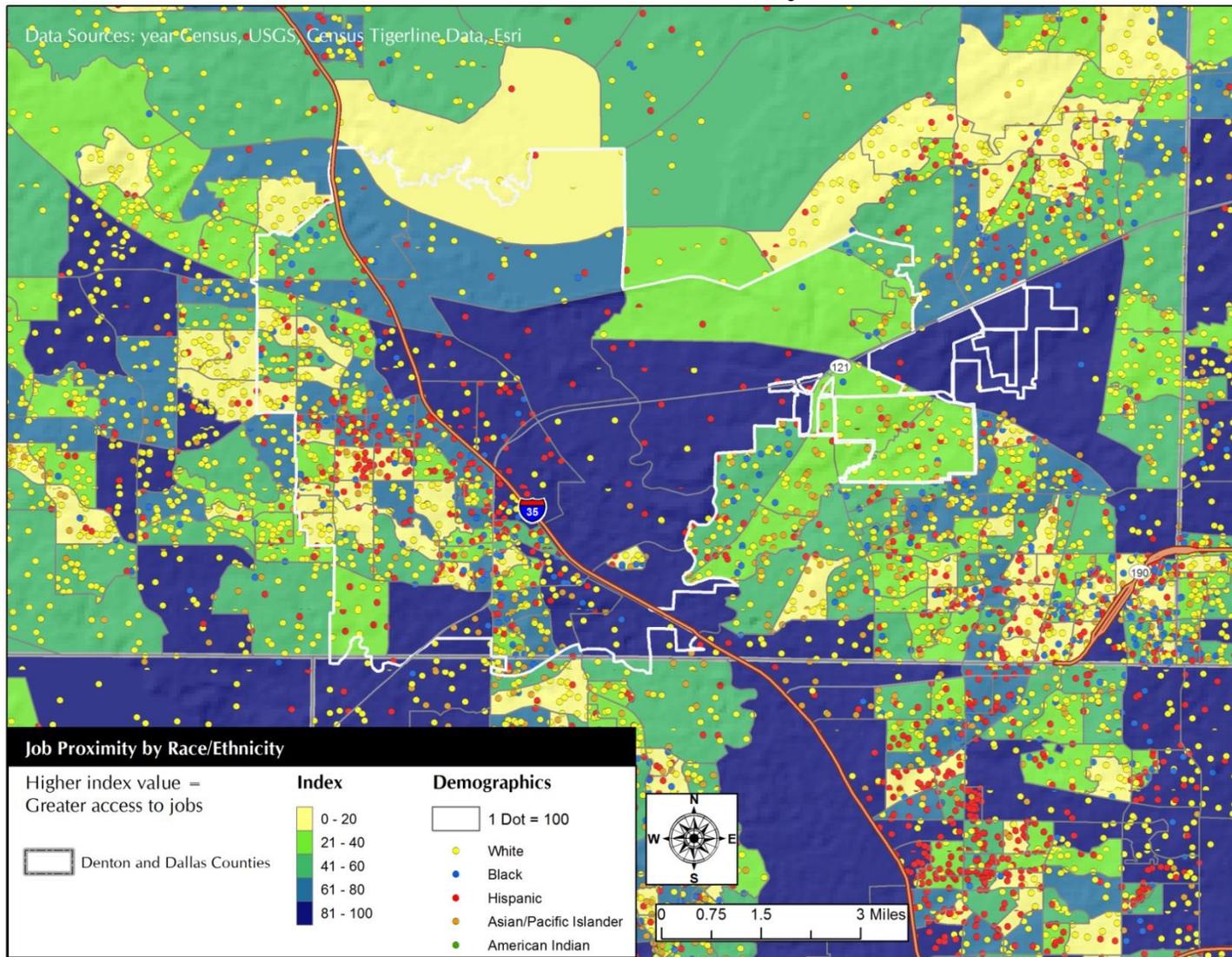
Residency and Job Access

As noted previously, the job proximity index suggests that job opportunities in the city, like the population as a whole, were generally concentrated on the east side of the City of Lewisville. Accordingly, residents of those areas had greater access to employment opportunities than residents in the surrounding city. As shown in Map IV.21 and Table IV.25, physical location had little impact on access to employment opportunities by race and ethnicity.

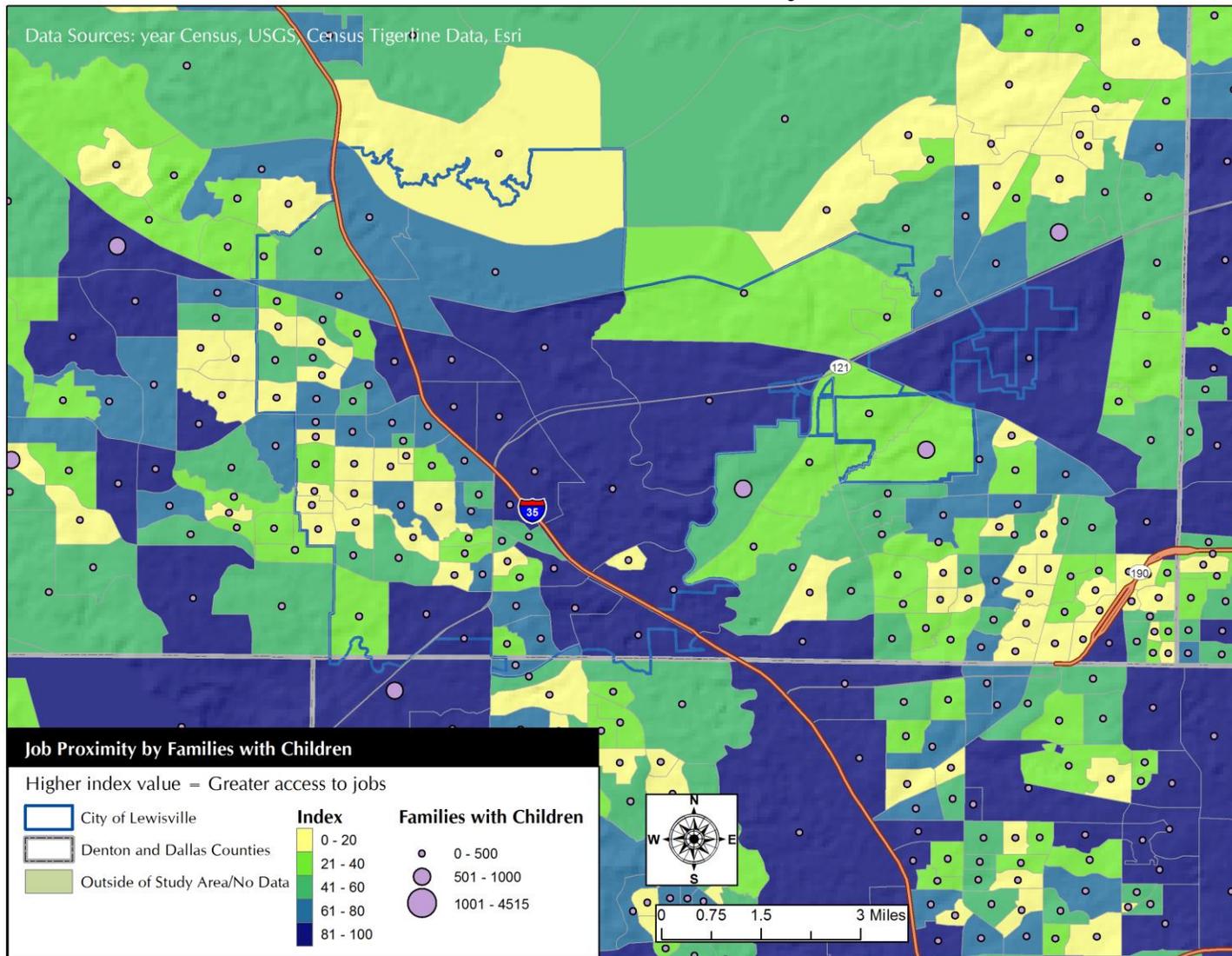
Groups with Little Job Access

As discussed above, physical location had little impact on access to employment opportunities by race and ethnicity or national origin. In addition, family status did not seem to impact access to employment opportunities.

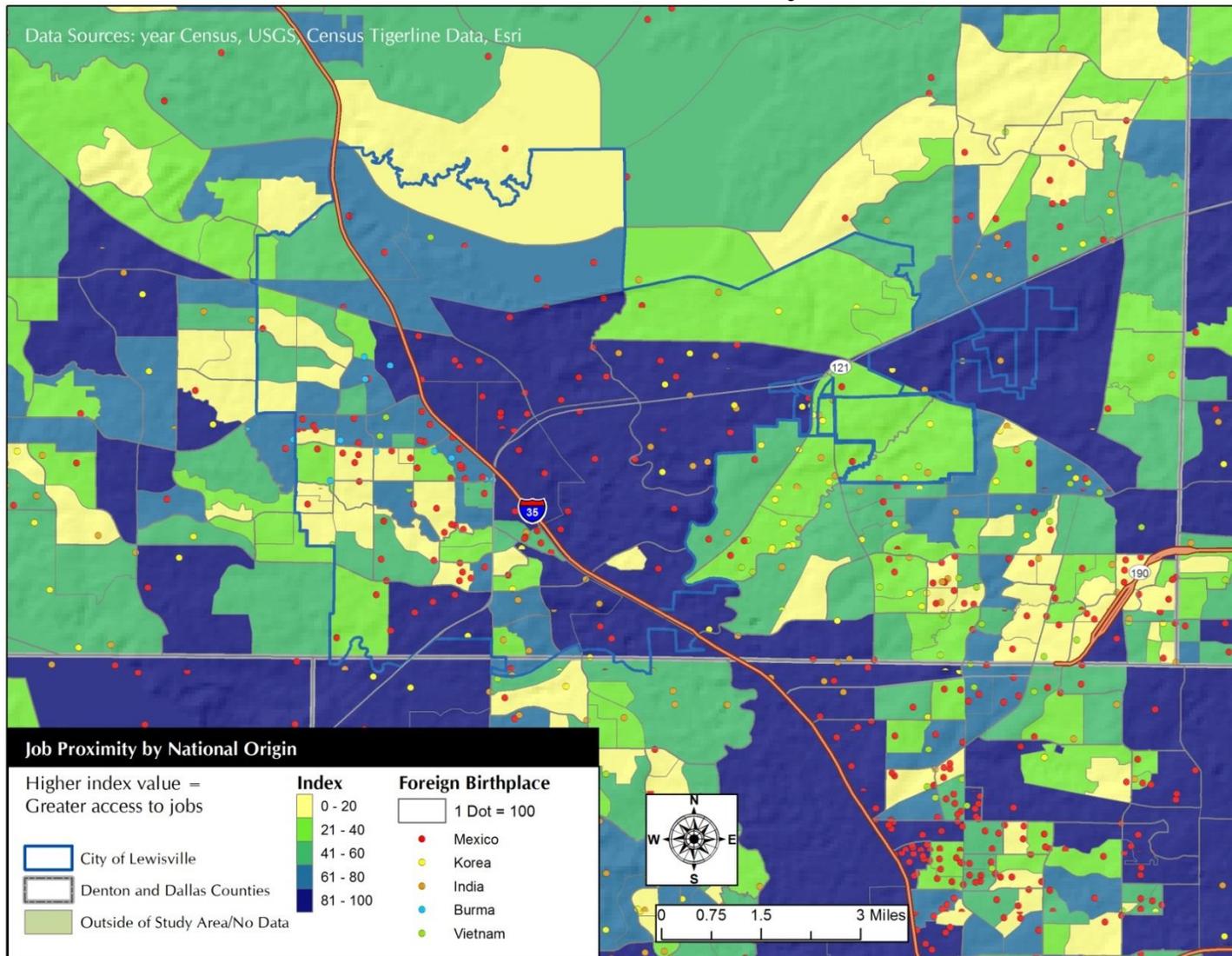
Map IV.16
AFFH Map 10 – Job Proximity by Race
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



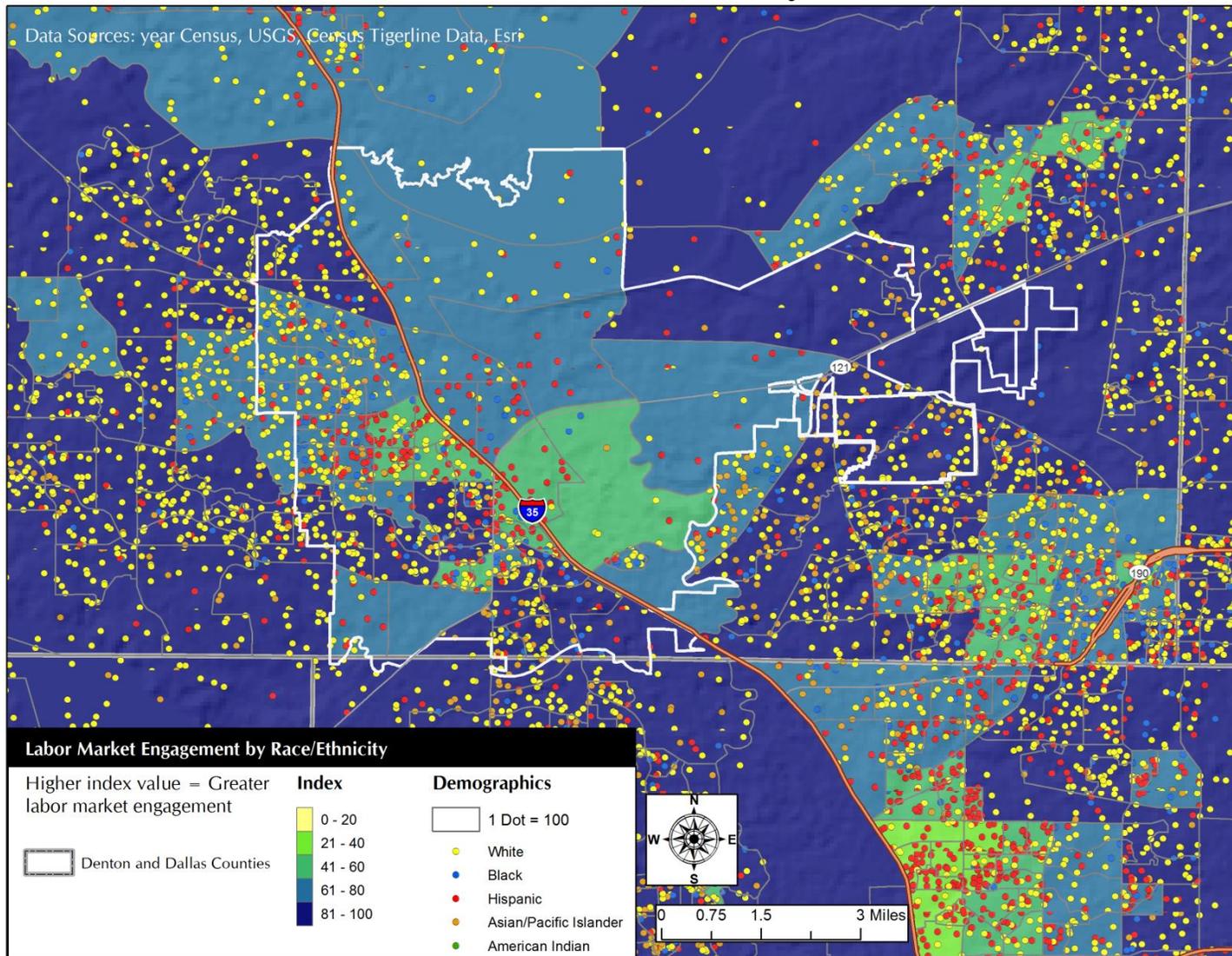
Map IV.17
AFFH Map 10 – Job Proximity by National Origin
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



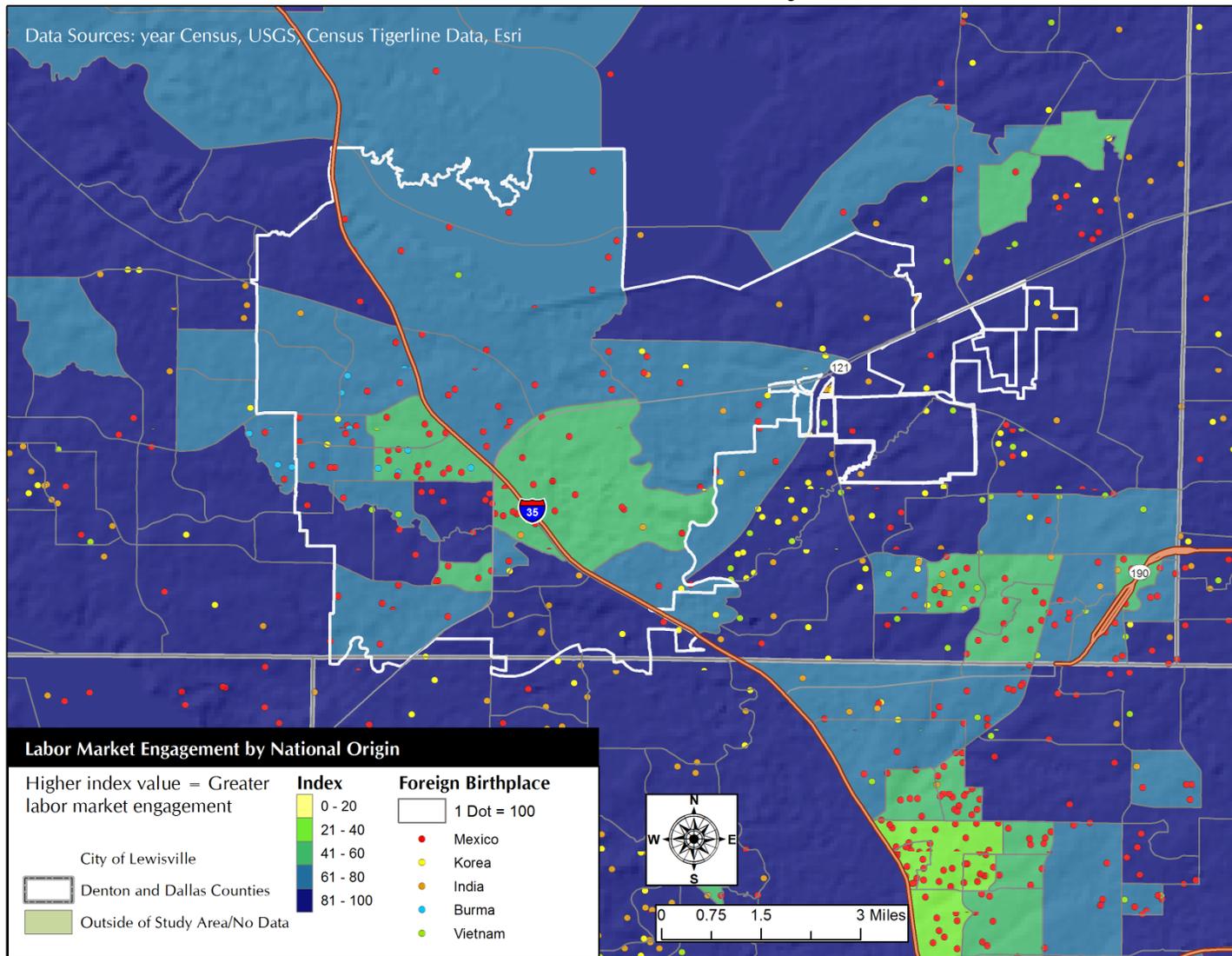
Map IV.18
AFFH Map 10 – Job Proximity by Families with Children
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



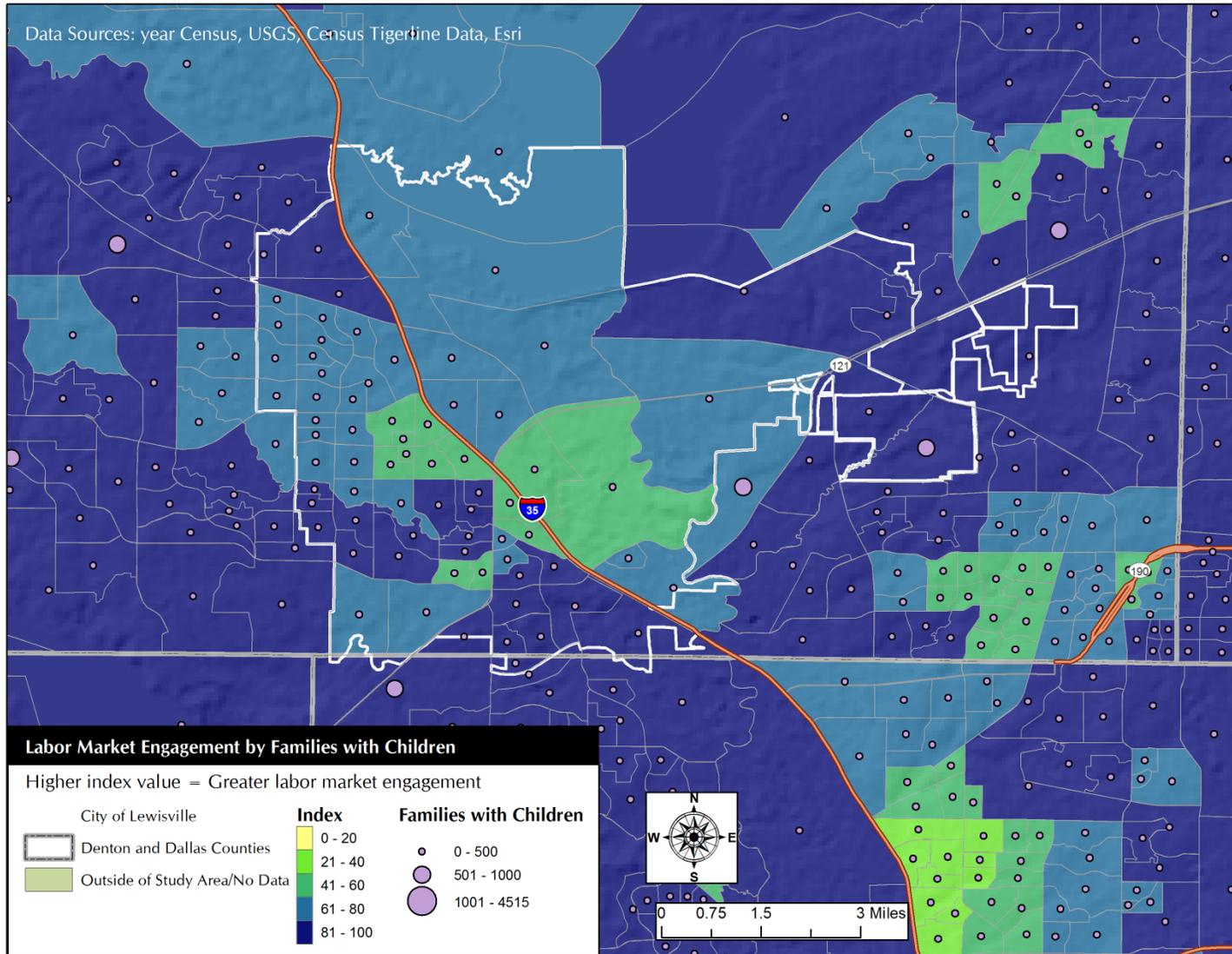
Map IV.19
AFFH Map 11 – Labor Market Engagement by Race/Ethnicity
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Map IV.20
AFFH Map 11 – Labor Market by National Origin
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Map IV.21
AFFH Map 11 – Labor Market by Families with Children
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



TRANSPORTATION

The Low Transportation Cost Index measures cost of transport and proximity to public transportation by neighborhood. The Transit Trips Index measures how often low-income families in a neighborhood use public transportation.

Based on the Transportation Cost and Transit Trips indices, access to transportation is greatest for residents who in the central areas of the city, particularly those adjacent to I-35. Residents to the center of the city center were more likely to use public transit than residents, in outlying areas of the city.

Similarly, transportation costs were observed to be lower within the central area of the city and adjacent to I-35, according to the Transportation Cost Index¹¹. By contrast, transportation costs were relatively high in outer areas of the city.

Groups Lacking Affordable Transit from Home to Work

Transportation use was fairly equally distributed among the various racial and ethnic groups represented in Table IV.25. Geographic maps comparing transit trip index values to the distribution of residents by national origin and family size likewise did not reveal major discrepancies in access to public transit or likelihood of public transit use by foreign birthplace or presence of children in the home.

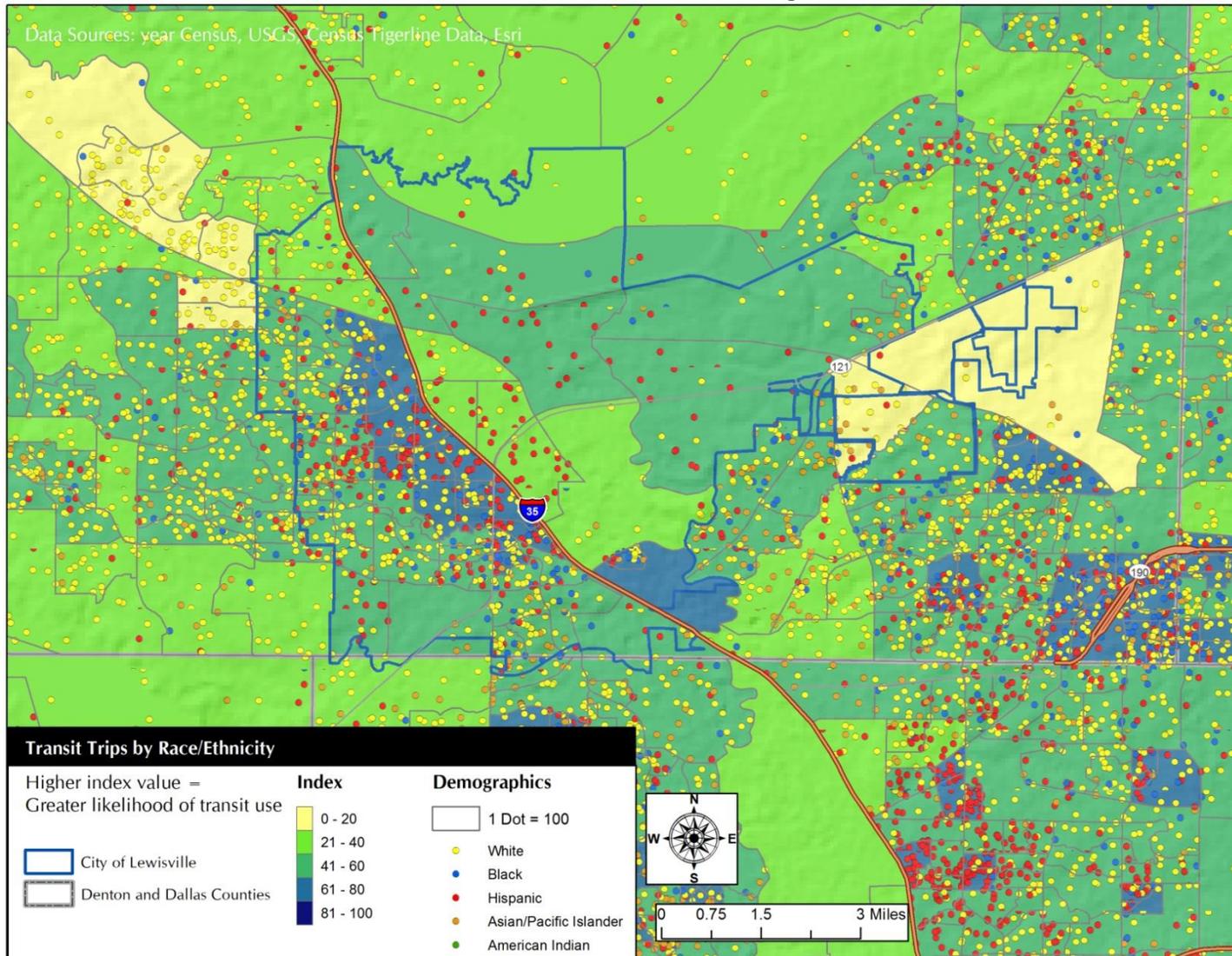
Similarly, there were no substantial differences in transportation costs by race or ethnicity revealed in a geographical analysis of those costs (Map IV.25) or citywide transportation cost figures reported in Table IV.25. Geographic analysis of transportation likewise did not reveal a marked difference in transportation costs by foreign birthplace (Map IV.26) or for families with children (Map IV.27).

Ability to Access Transportation Systems

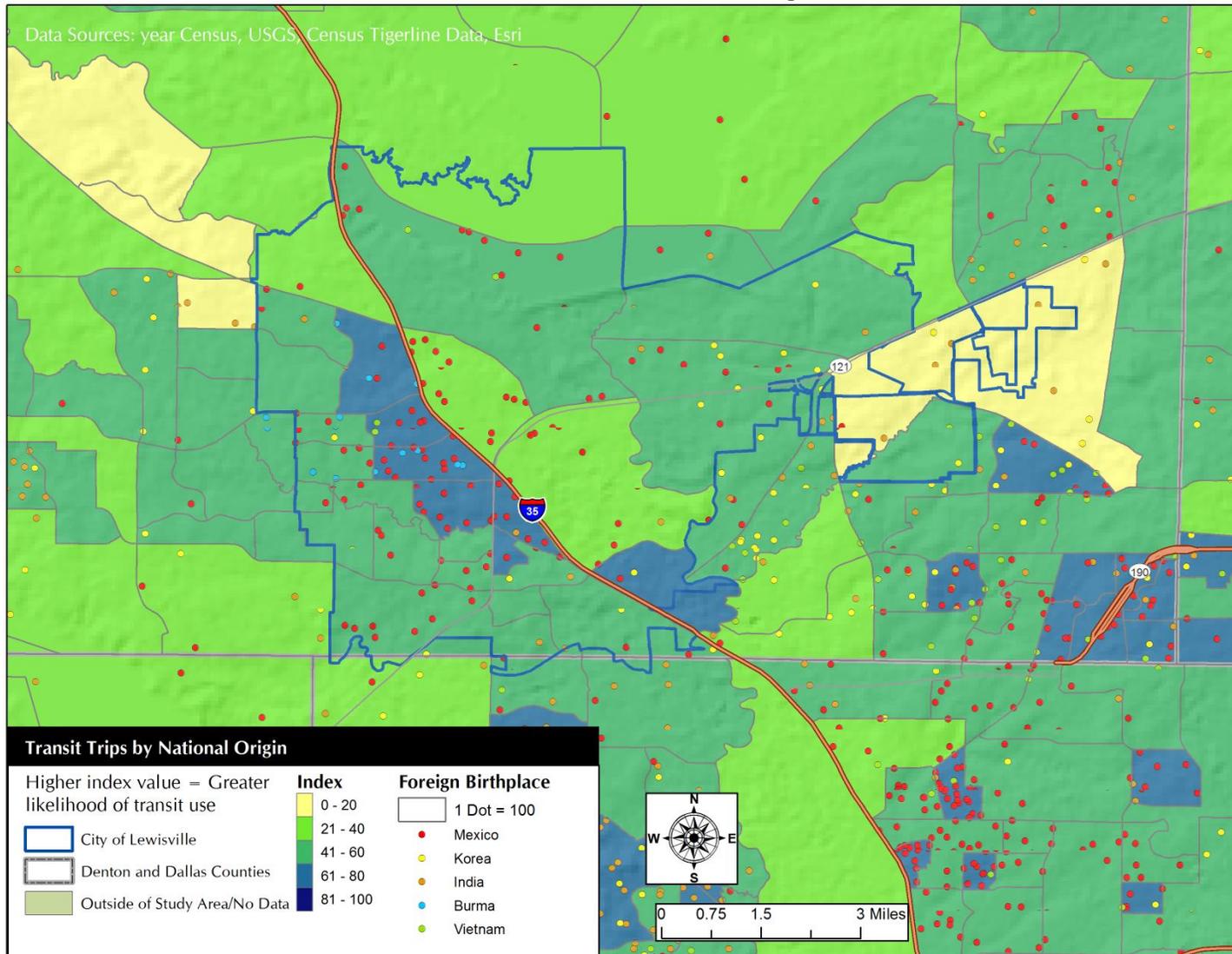
The availability of transit is concentrated within the center of the city. As such, these areas also have higher concentrations of racial/ethnic minorities. This enables the availability of transportation to these protected classes.

¹¹ Note that higher transportation cost index values indicate lower transportation costs.

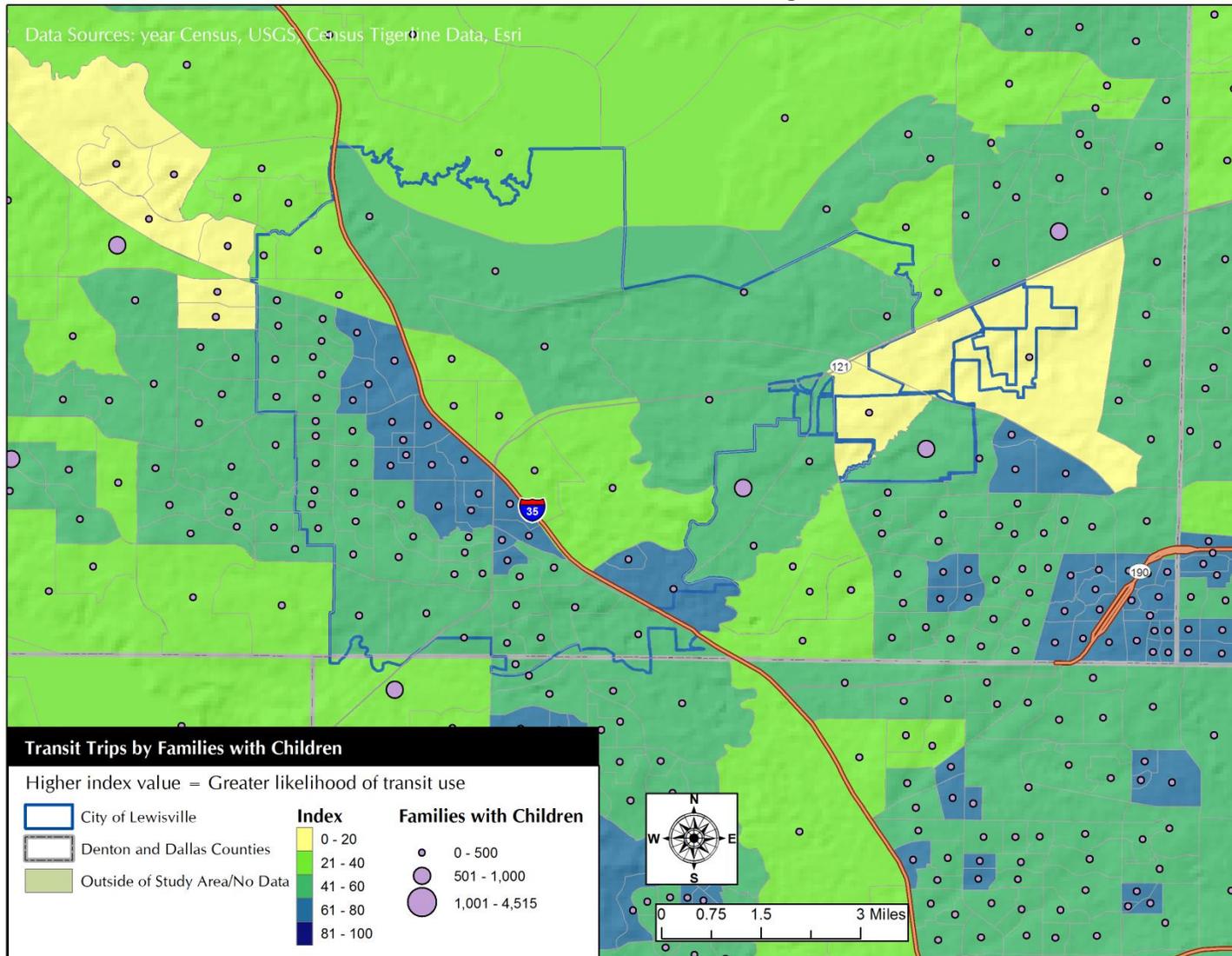
Map IV.22
AFFH Map 12 – Transit Trips by Race/Ethnicity
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



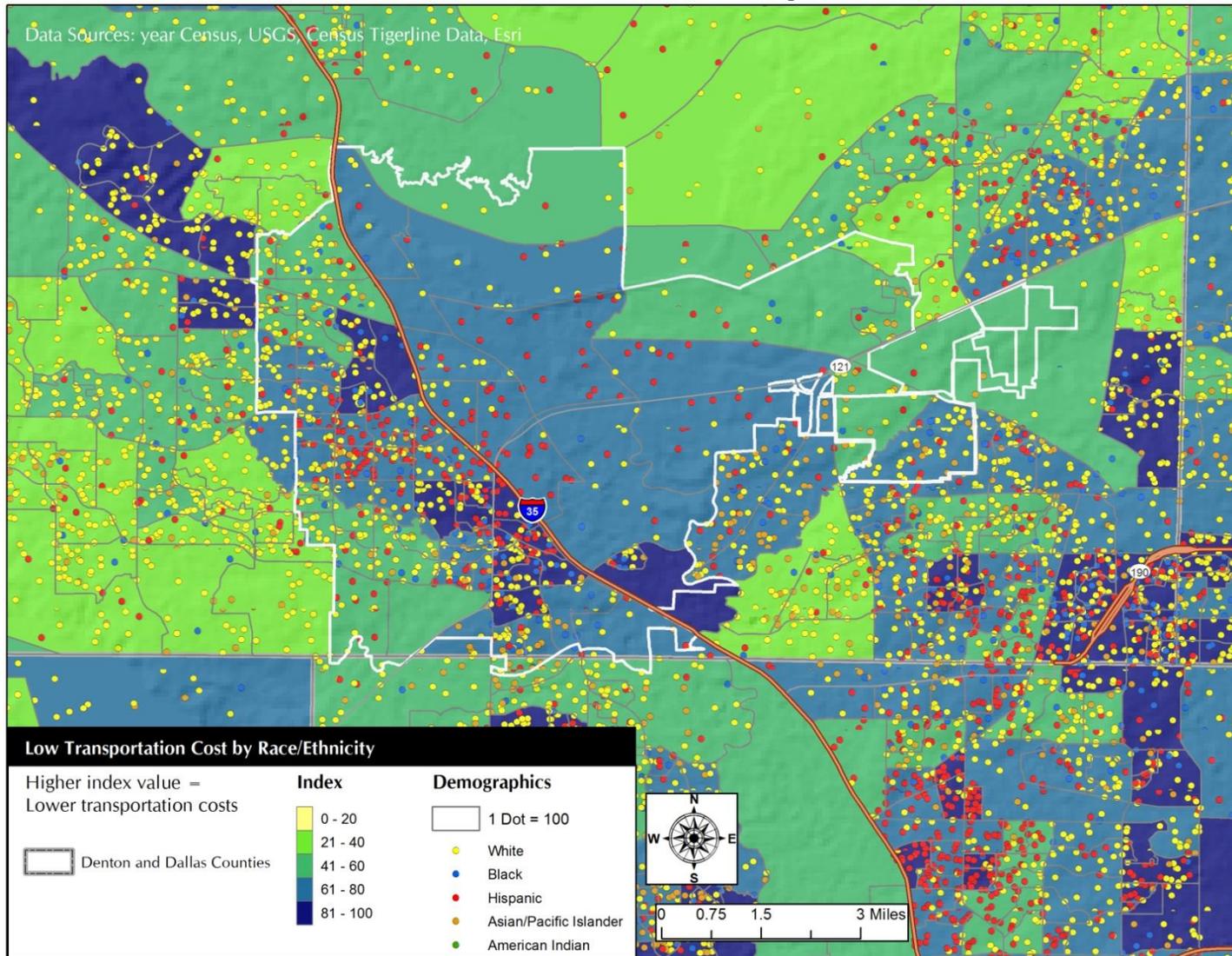
Map IV.23
AFFH Map 12 – Transit Trips by Race/Ethnicity
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



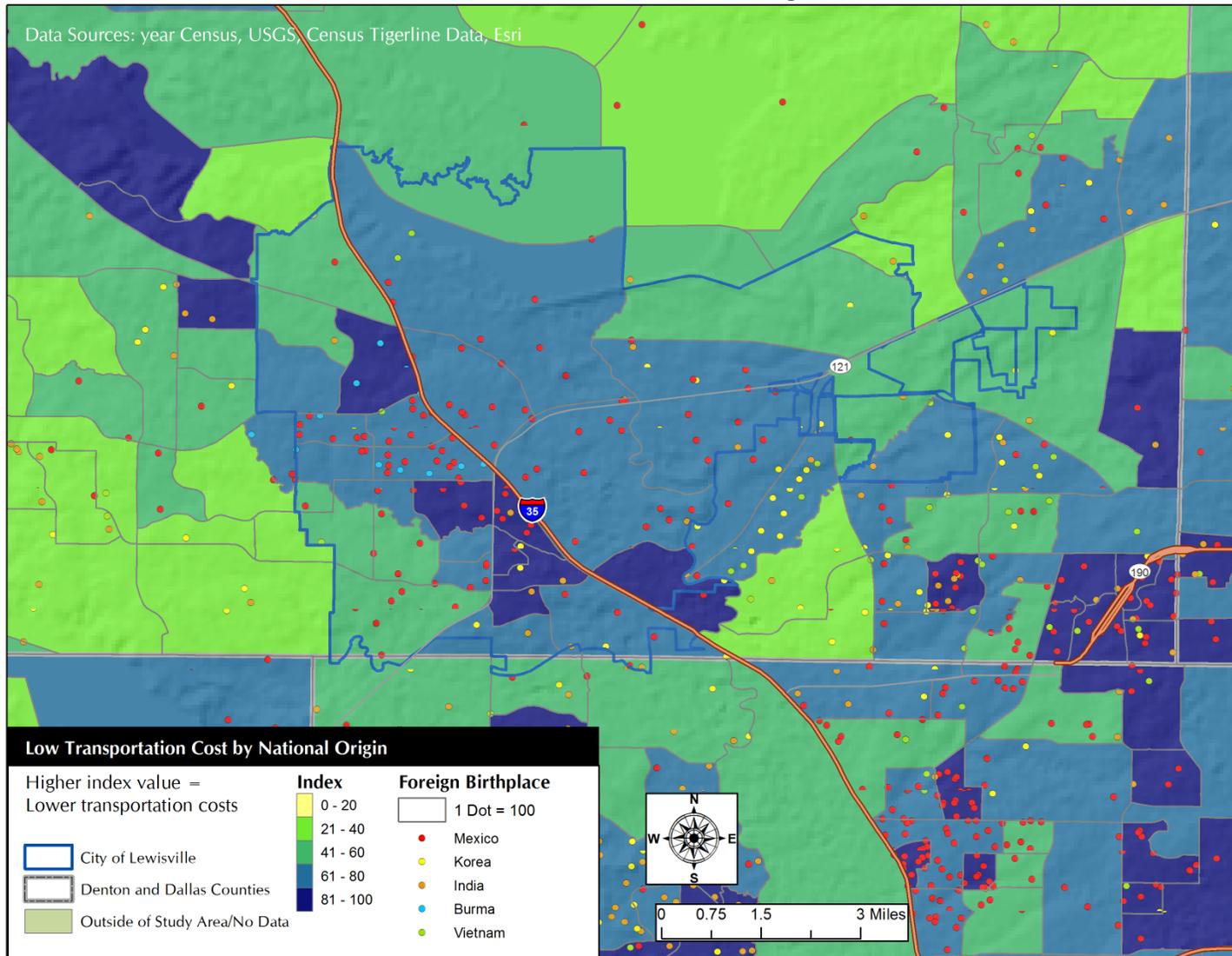
Map IV.24
AFFH Map 12 – Transit Trips by Families with Children
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



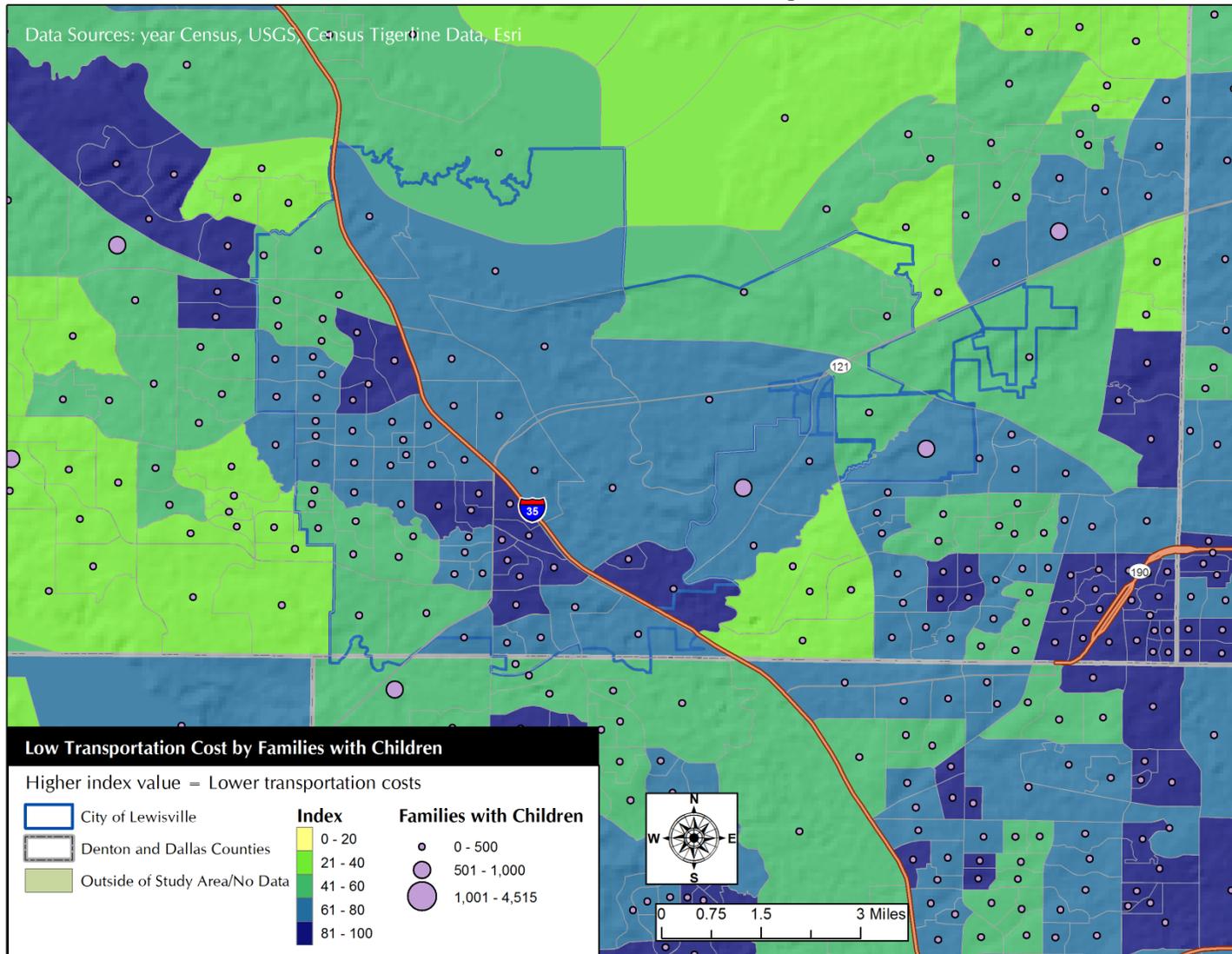
Map IV.25
AFFH Map 13 – Low Transportation Cost by Race/Ethnicity
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Map IV.26
AFFH Map 13 – Low Transportation Cost by National Origin
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Map IV.27
AFFH Map 13 – Low Transportation Cost by Families with Children
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



LOW POVERTY EXPOSURE OPPORTUNITIES

The Low Poverty Index uses rates of family poverty by household (based on the federal poverty line) to measure exposure to poverty by neighborhood. A higher score is more desirable, generally indicates less exposure to poverty at the neighborhood level.

In contrast to measures of transportation access discussed above, there were marked differences in exposure to poverty by race and ethnicity throughout the city. As shown in Table IV.25, white and Asian/Pacific Islander residents had the greatest access to low poverty areas. By contrast, Hispanic residents faced considerably higher levels of exposure to poverty.

These relationships are borne out in a geographic analysis of exposure to poverty by the distribution of residents of each racial/ethnic group. As shown in Map IV.28, areas with the greatest exposure to poverty in the city were located to the center of the city center, which held relatively high concentrations of Hispanic residents. Areas with higher concentrations of white and Asian residents ranked comparatively high in access to low poverty areas.

Geographic comparison of access to low poverty areas by national origin (i.e., foreign birthplace) and family status did not suggest that foreign-born residents or families with children were more likely to be exposed to poverty (Maps IV.29 and IV.30).

Place of Residence and Exposure to Poverty

As one might expect, residents to the north of the city center were more likely to be exposed to poverty than residents to the outside of the city center, as shown in Maps IV.28, IV.29, and IV.30.

Groups Most Affected by Poverty

As shown in Table IV.25, white and Asian/Pacific Islander residents had the greatest access to low poverty areas. By contrast, Hispanic residents faced considerably higher levels of exposure to poverty.

These relationships are borne out in a geographic analysis of exposure to poverty by the distribution of residents of each racial/ethnic group. As shown in Map IV.28, areas with the greatest exposure to poverty in the city were located to the north of the city center and east of I-35, which held relatively high concentrations of Hispanic residents. Areas with higher concentrations of white and Asian residents ranked comparatively high in access to low poverty areas.

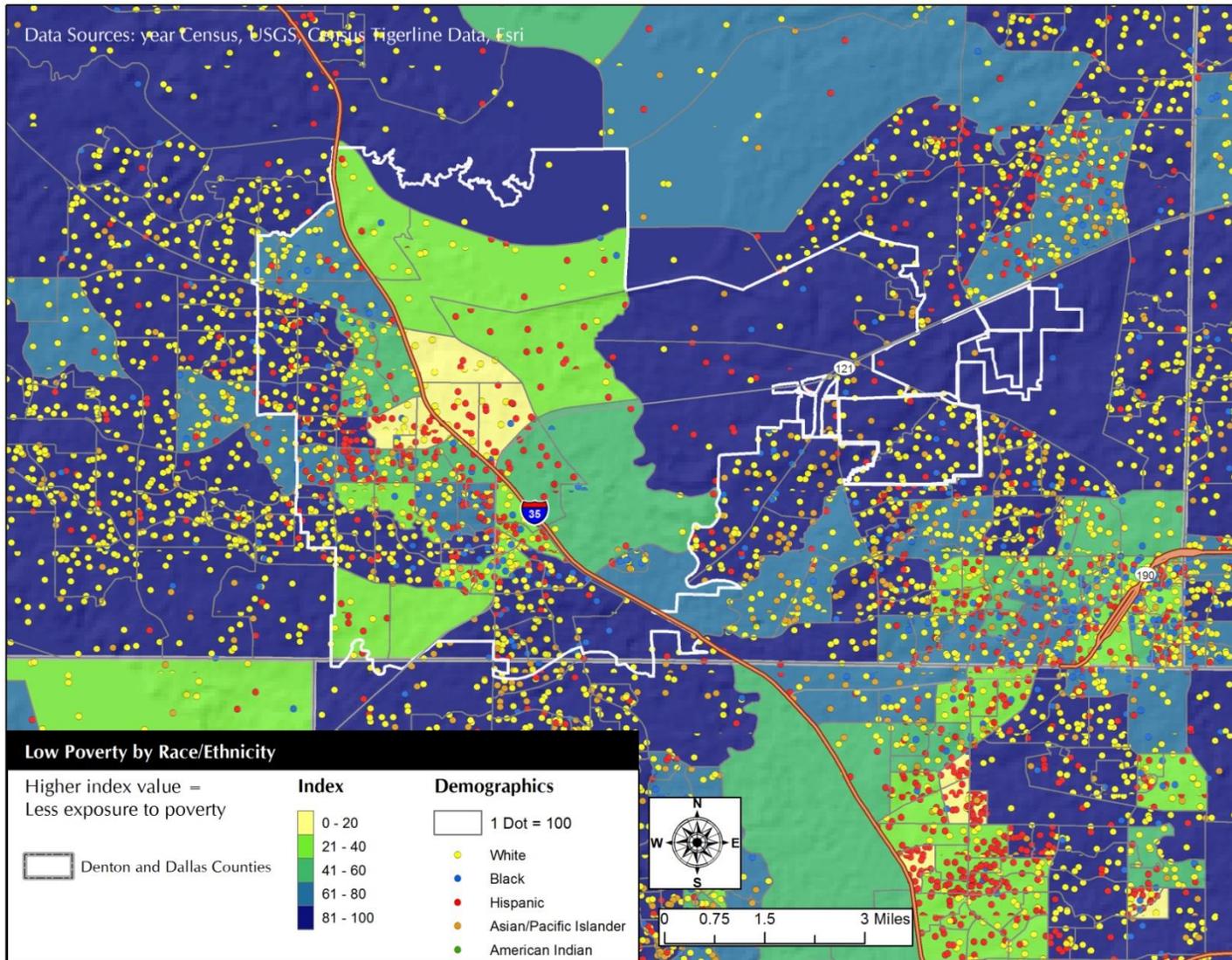
Geographic comparison of access to low poverty areas by national origin (i.e., foreign birthplace) and family status did not suggest that foreign-born residents or families with children were more likely to be exposed to poverty (Maps IV.29 and IV.30).

Jurisdiction's and region's policies effect on protected class groups' access low poverty areas

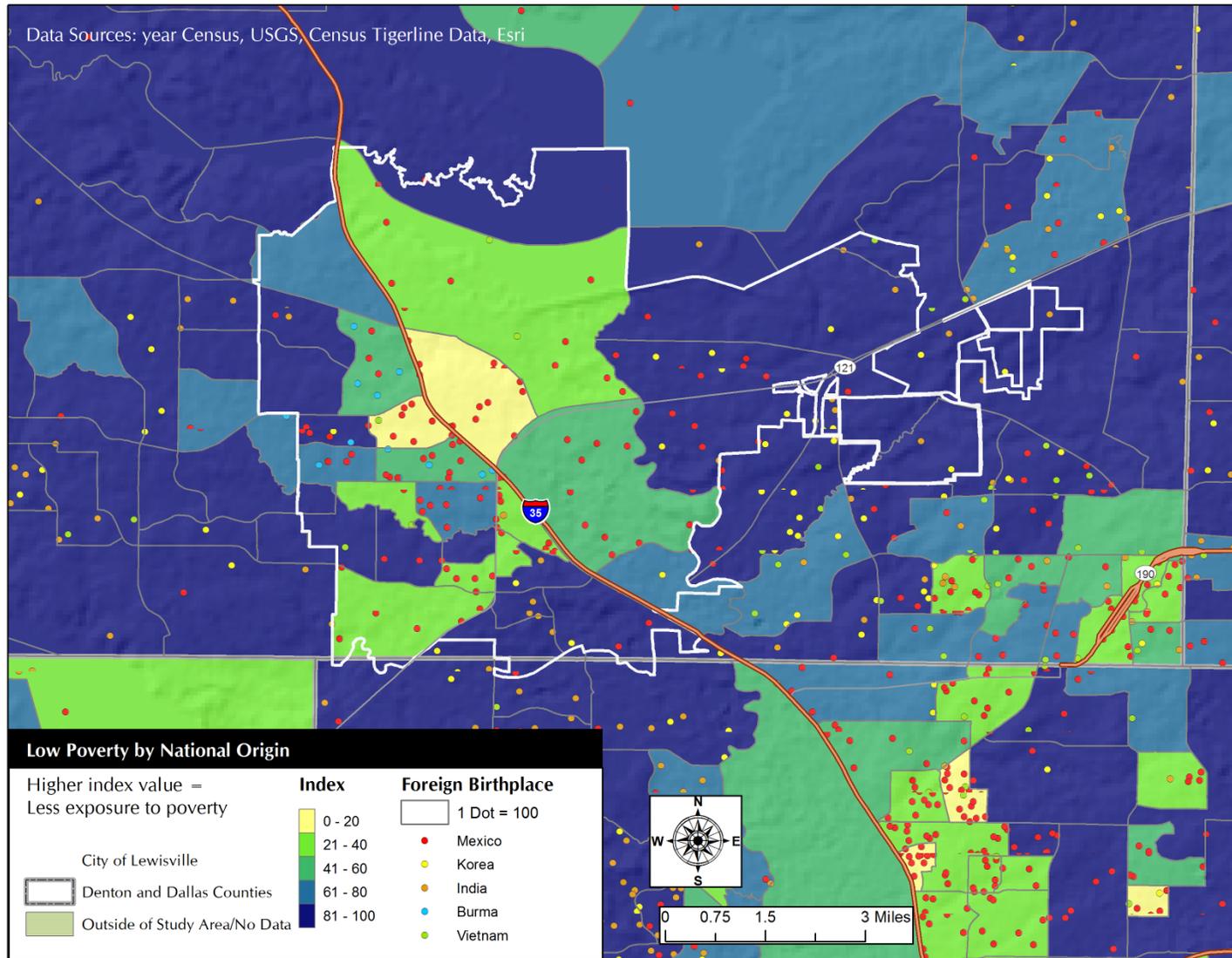
In general, areas that have lower density zoning also have less exposure to poverty. As seen in Maps IV.28-IV.30, racial/ethnic minorities tend to live in areas with higher exposure to poverty,

while areas with higher concentrations of families with children are in areas with lower exposure to poverty.

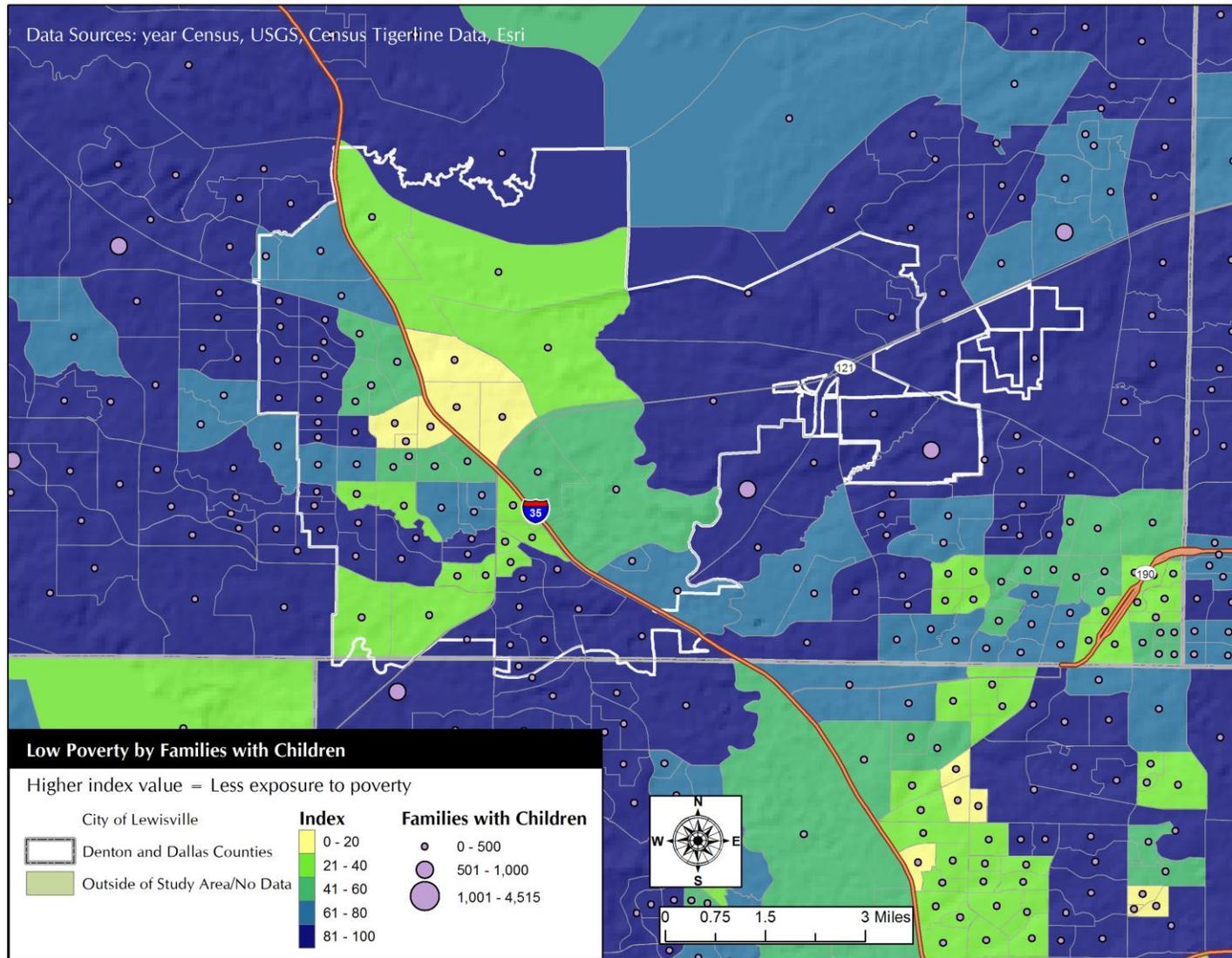
Map IV.28
AFFH Map 14 – Low Poverty by Race/Ethnicity
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Map IV.29
AFFH Map 14 – Low Poverty by National Origin
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline
 Data Sources: year Census, USGS, Census Tigerline Data, Esri



Map IV.30
AFFH Map 14 – Low Poverty by Families with Children
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



ACCESS TO ENVIRONMENTALLY HEALTHY NEIGHBORHOODS

The Environmental Health Index measures exposure based on EPA estimates of air quality carcinogenic, respiratory and neurological toxins by neighborhood.

The environmental health index suggests that air quality in Lewisville in southern parts of the city: Census tracts further to the north experienced higher environmental quality. Neither Table IV.25 nor Map IV.31 suggests that different racial or ethnic groups experienced differing levels of air quality throughout the city. Similarly, there was little evidence that air quality that residents enjoyed differed markedly by foreign birthplace, as shown in Map IV.29. The same was true of families with children, as shown in Map IV.33.

Access to Healthy Neighborhoods

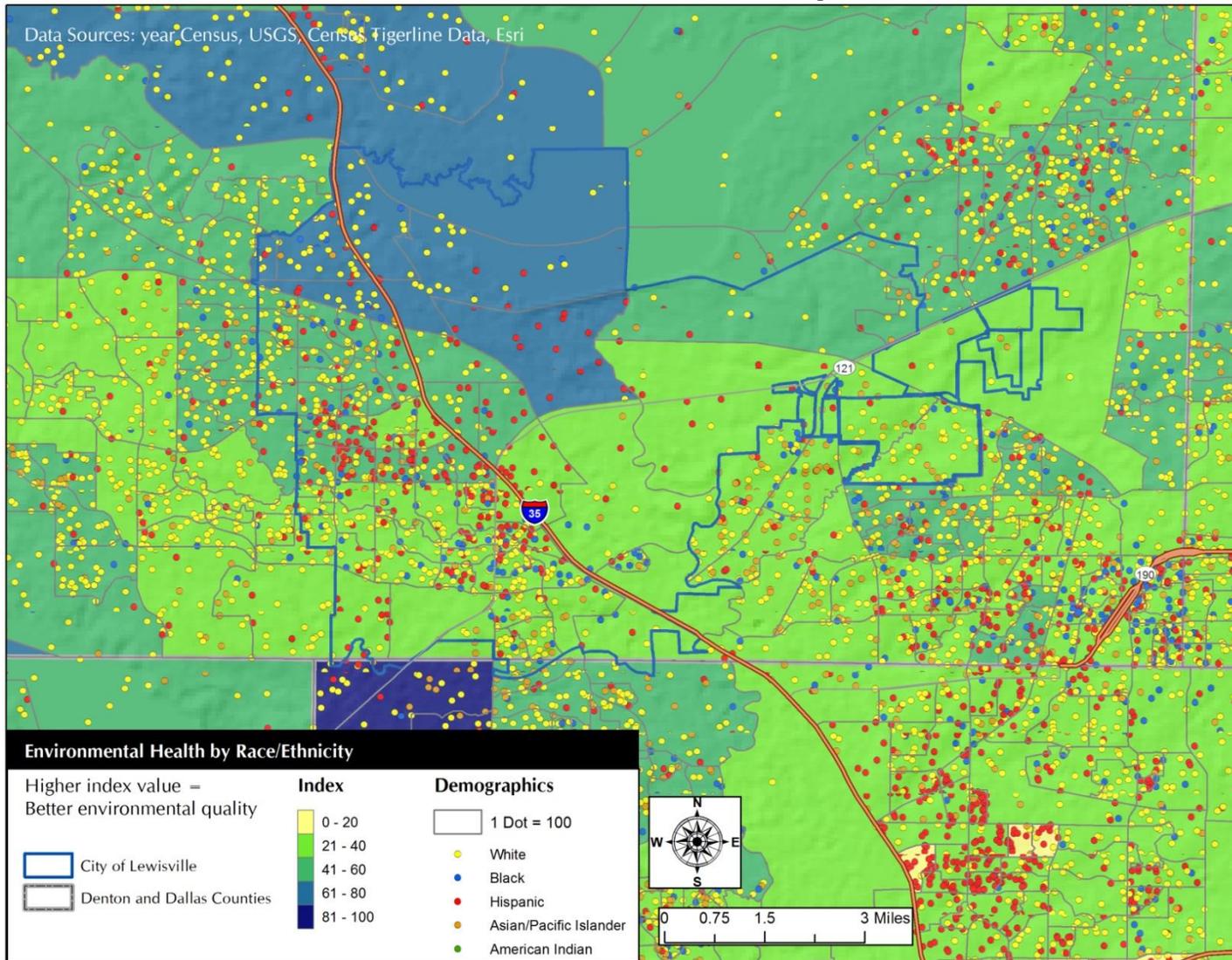
Neither Table IV.25 nor Map IV.31 suggests that different racial or ethnic groups experienced differing levels of air quality throughout the city. Similarly, there was little evidence that air quality that residents enjoyed differed markedly by foreign birthplace, as shown in Map IV.32. The same was true of families with children, as shown in Map IV.33.

PATTERNS IN DISPARITIES IN ACCESS TO OPPORTUNITY

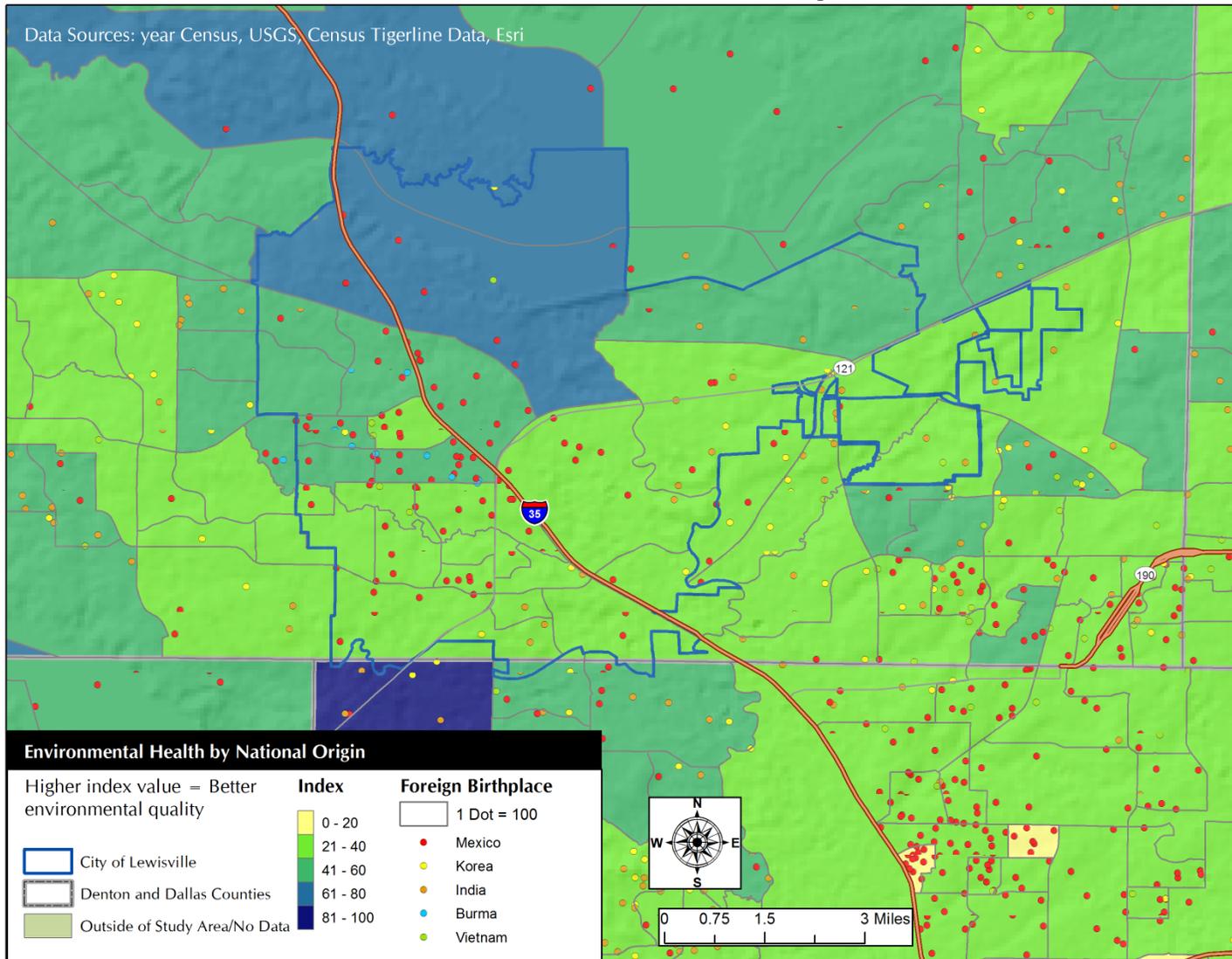
The degree to which residents had access to low poverty areas and proficient grade schools differed depending on their race or ethnicity. In both cases, Hispanic residents were observed to have considerably lower access to opportunity than residents of other racial/ethnic groups. Other measures of opportunity (use of public transit, transportation costs, and environmental quality) did not differ dramatically by race or ethnicity.

Analysis of access to opportunity by national origin or family size did not reveal such marked variations as was observed between racial/ethnic groups.

Map IV.31
AFFH Map 15 – Environmental Health by Race/Ethnicity
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



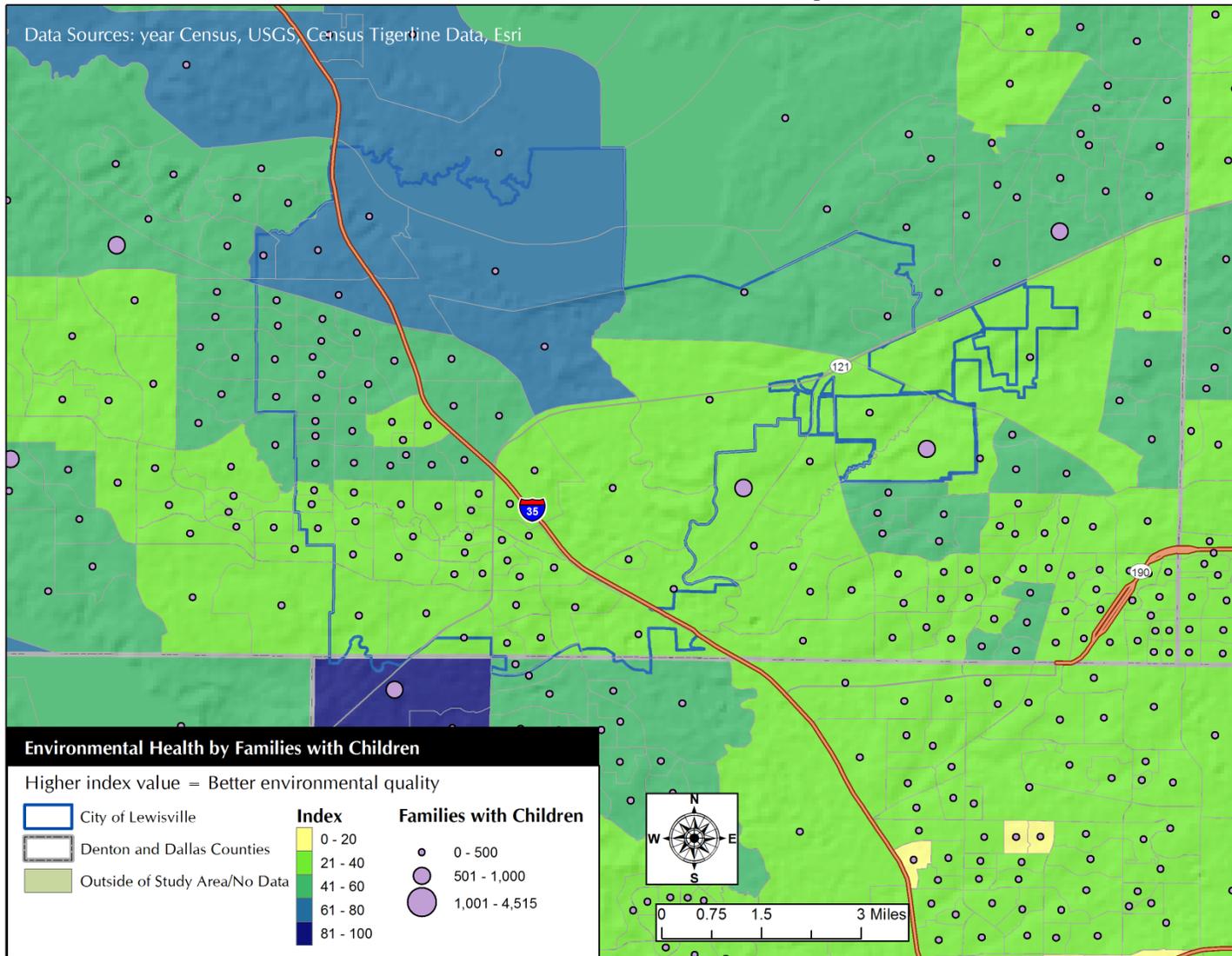
Map IV.32
AFFH Map 15 – Environmental Health by National Origin
 Lewisville, Texas
 2016 HUD AFFH Database, USGS, Census Tigerline



Map IV.33
AFFH Map 15 – Environmental Health by Families with Children

Lewisville, Texas

2016 HUD AFFH Database, USGS, Census Tigerline



Additional Information

The Fair Housing Act protects individuals on the basis of race, color, religion, sex, familial status, national origin, or having a disability or a particular type of disability. HUD has provided data for this section only on race/ethnicity, national origin, and family status. Information pertaining to sex can be evaluated in terms of home loan applications. The availability of information based HMDA data from 2008 to 2014 shows an average denial rate of loan applications that are almost two percentage points higher for females than males, although during 2011 and 2012 the denial rates for females was almost the same as that for males.

Table IV.26
Denial Rates by Gender of Applicant
 City of Lewisville
 2008–2015 HMDA Data

Year	Male	Female	Not Available	Not Applicable	Average
2008	13.3%	18.3%	17.1%	33.3%	15.2%
2009	10.6%	12.3%	10.8%	.0%	11.2%
2010	16.4%	16.6%	20.0%	%	16.7%
2011	15.4%	15.8%	18.3%	%	15.7%
2012	15.5%	14.6%	26.1%	%	15.9%
2013	11.1%	16.5%	14.3%	%	12.9%
2014	10.5%	12.4%	12.7%	%	11.2%
2015	9.4%	11.0%	12.8%	%	10.1%
Average	13.1%	15.3%	17.1%	25.0%	13.5%

D. DISPROPORTIONATE HOUSING NEEDS

The Census Bureau collects data on several topics that HUD has identified as “housing problems”. For the purposes of this report, housing problems include overcrowding, incomplete plumbing or kitchen facilities, and cost-burden.

A relatively small percentage of households were considered over-crowded in 2000, meaning that they include more than one resident per room but less than 1.5. The same was true of severely overcrowded households, which include 1.5 residents per room or more. As shown in Table IV.27 an estimated 3.2 percent of households were overcrowded in 2000. That figure rose slightly after 2000, to around 3.5 percent in 2010-2014. The percentage of severely overcrowded units fell from 2.7 percent to 0.6 percent over that same time period. Generally speaking, renter-occupied units were more likely than owner-occupied units to experience overcrowding. The City instituted a multi-family inspection program that may have impacted severe overcrowding. More recently the City expanded rental inspections to single family units.

Table IV.27
Overcrowding and Severe Overcrowding

City of Lewisville
2000 Census SF3 & 2014 Five-Year ACS Data

Data Source	No Overcrowding		Overcrowding		Severe Overcrowding		Total
	Households	% of Total	Households	% of Total	Households	% of Total	
Owner							
2000 Census	15,585	96.4%	362	2.2%	215	1.3%	16,162
2014 Five-Year ACS	16,562	97.1%	381	2.2%	117	.7%	17,060
Renter							
2000 Census	12,652	91.3%	613	4.4%	598	4.3%	13,863
2014 Five-Year ACS	20,173	95.1%	942	4.4%	97	0.5%	21,212
Total							
2000 Census	28,237	94.0%	975	3.2%	813	2.7%	30,025
2014 Five-Year ACS	36,735	96.0%	1,323	3.5%	214	.6%	38,272

An even smaller fraction of households were lacking complete plumbing facilities in 2000, and that share had only fallen by 2010-2014. Plumbing facilities are considered to be incomplete if a household is missing any of the following: a flush toilet, piped hot and cold running water, a bathtub, or a shower. As shown in Table IV.28, these features were missing from less than one percent of households in Lewisville.

Table IV.28
Households with Incomplete Plumbing Facilities

City of Lewisville
2000 Census SF3 & 2014 Five-Year ACS Data

Households	2000 Census	2014 Five-Year ACS
With Complete Plumbing Facilities	29,965	38,234
Lacking Complete Plumbing Facilities	60	38
Total Households	30,025	38,272
Percent Lacking	0.2%	0.1%

On the other hand, households lacking complete kitchen facilities became increased slightly after 2000, and these households represented more than one percent of households overall, as shown in Table IV.29. A household is considered to lack complete kitchen facilities when it does not have a range or cook top and oven, a sink with piped hot and cold running water, and a refrigerator.

Table IV.29
Households with Incomplete Kitchen Facilities

City of Lewisville
2000 Census SF3 & 2014 Five-Year ACS Data

Households	2000 Census	2014 Five-Year ACS
With Complete Kitchen Facilities	30,004	37,799
Lacking Complete Kitchen Facilities	21	473
Total Households	30,025	38,272
Percent Lacking	.1%	1.2%

Households experiencing a cost-burden, an increasingly common problem after 2000, affected a much larger share of households in the study area. A household is considered cost-burdened when between 30 and 50 percent of its income goes toward housing costs, and *severely* cost-burdened when housing costs consume more than 50 percent of a household's income. As

shown in Table IV.30, an estimated 16.6 percent of study area households were paying between 30 and 50 percent of their monthly income toward housing costs in 2000 and by 2014 that share had grown by 4.3 percentage points. Some 12.0 percent of households were severely cost-burdened in 2014, up from 8.0 percent in 2000. As was the case with overcrowding, renters were more likely to experience a cost burden or severe cost burden than homeowners, even those whose homes were still under mortgage.

Table IV.30
Cost Burden and Severe Cost Burden by Tenure

City of Lewisville
2000 Census & 2014 Five-Year ACS Data

Data Source	31%-50%		Above 50%		Total
	Households	% of Total	Households	% of Total	
Owner With a Mortgage					
2000 Census	1,616	12.90%	564	4.50%	12,533
2014 Five-Year ACS	2,325	17.20%	1,032	7.60%	13,534
Owner Without a Mortgage					
2000 Census	134	8.80%	72	4.70%	1,521
2014 Five-Year ACS	361	10.20%	125	3.50%	3,526
Renter					
2000 Census	2,872	20.70%	1,608	11.60%	13,844
2014 Five-Year ACS	5,295	25.00%	3,441	16.20%	21,212
Total					
2000 Census	4,622	16.60%	2,244	8.00%	27,898
2014 Five-Year ACS	7,981	20.90%	4,598	12.00%	38,272

Table IV.31
Demographics of Households with Severe Housing Cost Burden

City of Lewisville, Dallas-Ft Worth-Arlington CBSA
CHAS

Race/Ethnicity	Lewisville			Dallas-Ft Worth-Arlington		
	# with severe cost burden	# households	% with severe cost burden	# with severe cost burden	# households	% with severe cost burden
White, Non-Hispanic	1,985	21,729	9.14%	142,755	1,341,275	10.64%
Black, Non-Hispanic	510	3,770	13.53%	74,655	352,239	21.19%
Hispanic	1,180	8,045	14.67%	78,390	456,966	17.15%
Asian or Pacific Islander, Non-Hispanic	305	2,359	12.93%	15,163	110,736	13.69%
Native American, Non-Hispanic	40	120	33.33%	1,139	8,127	14.02%
Other, Non-Hispanic	210	1,099	19.11%	5,519	32,493	16.99%
Total	4,230	37,135	11.39%	317,621	2,301,880	13.80%
Household Type and Size						
Family households, <5 people	1,749	19,345	9.04%	146,518	1,319,470	11.10%
Family households, 5+ people	339	3,940	8.60%	34,600	278,549	12.42%
Non-family households	2,130	13,845	15.38%	136,574	703,879	19.40%

The table above shows housing cost burden as experienced demographically for the City of Lewisville as well as the region. Hispanic residents were shouldered with a much larger housing cost burden in the city than in the region, while the black population had a higher housing cost burden in the metro region than in the city.

Some 35.6 percent of Lewisville households experienced one or more housing problems in 2008-2012, as shown in Table IV.31, on the following page. The incidence of housing problems differed markedly by race or ethnicity: more than seventy percent of Native American households were experiencing housing problems during that time period, along with over 48.7 percent of Hispanic households. This is compared to 41.9 percent of black residents and 29.0 percent of white residents.

Housing problems were also more common among large family (5 or more people) households than small family households: 56.9 percent of large family households were living with one or more housing problem, well above the 35.6 percent average. The incidence of housing problems among small family households, by contrast, was below average: 29.3 percent for small families (i.e., less than five members). Non-family households faced housing problems at a rate of 38.5 percent.

An estimated 15.6 percent of city households experienced severe housing problems in 2008-2012. Native American and Hispanic households were more likely than other groups to experience severe housing problems.

Table IV.32
HUD AFFH Table 9 – Disproportionate Housing Needs
 Lewisville, Texas
 2016 HUD AFFH Database

Disproportionate Housing Needs		Lewisville	
Households experiencing any of 4 housing problems ¹	# with problems	# households	% with problems
Race/Ethnicity			
White, Non-Hispanic	6,305	21,729	29.02
Black, Non-Hispanic	1,580	3,770	41.91
Hispanic	3,920	8,045	48.73
Asian or Pacific Islander, Non-Hispanic	910	2,359	38.58
Native American, Non-Hispanic	85	120	70.83
Other, Non-Hispanic	440	1,099	40.04
Total	13,235	37,135	35.64
Household Type and Size			
Family households, <5 people	5,665	19,345	29.28
Family households, 5+ people	2,240	3,940	56.85
Non-family households	5,335	13,845	38.53
Households experiencing any of 4 Severe Housing Problems²		# with severe problems	% with severe problems
Race/Ethnicity			
White, Non-Hispanic	2,325	21,729	10.70
Black, Non-Hispanic	565	3,770	14.99
Hispanic	2,085	8,045	25.92
Asian or Pacific Islander, Non-Hispanic	540	2,359	22.89
Native American, Non-Hispanic	50	120	41.67
Other, Non-Hispanic	225	1,099	20.47
Total	5,800	37,135	15.62

1: The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.

2: All % represent a share of the total population within the jurisdiction or region, except household type and size, which is out of total households.

Data Sources: CHAS, refer to the Data Documentation for details (www.hudexchange.info).

Geographic Distribution of Housing Problems

Households that were experiencing housing problems accounted for 20 to 40 percent of all households in most Census tracts throughout the city, as shown in Map IV.34. Locations of census tracts with a greater incidence of housing problems were located around the city, as also seen in the map. In these areas, 40 to 60 percent of households were living with one or more housing problems.

Families and Available Housing Stock

There were approximately 3,900 households in the city that included five or more members. Around 2,200 of those households were experiencing one or more housing problems at that time, or around 56.9 percent. By this measure, families with children were more or less likely than the average household to experience housing problems.

Table IV.33
Disproportionate Housing Needs – Regional Compare
 Dallas-Ft Worth-Arlington CBSA
 2016 HUD AFFH Database

Disproportionate Housing Needs			
Dallas-Ft Worth-Arlington CBSA			
Households experiencing any of 4 housing problems¹	# with problems	# households	% with problems
Race/Ethnicity			
White, Non-Hispanic	363,455	1,341,275	27.10%
Black, Non-Hispanic	161,747	352,239	45.92%
Hispanic	230,215	456,966	50.38%
Asian or Pacific Islander, Non-Hispanic	36,753	110,736	33.19%
Native American, Non-Hispanic	2,571	8,127	31.64%
Other, Non-Hispanic	12,005	32,493	36.95%
Total	806,720	2,301,880	35.05%
Household Type and Size			
Family households, <5 people	377,380	1,319,470	28.60%
Family households, 5+ people	141,128	278,549	50.67%
Non-family households	288,235	703,879	40.95%
Households experiencing any of 4 Severe Housing Problems²			
	# with severe problems	# households	% with severe problems
Race/Ethnicity			
White, Non-Hispanic	164,434	1,341,275	12.26%
Black, Non-Hispanic	86,556	352,239	24.57%
Hispanic	138,014	456,966	30.20%
Asian or Pacific Islander, Non-Hispanic	20,888	110,736	18.86%
Native American, Non-Hispanic	1,470	8,127	18.09%
Other, Non-Hispanic	6,329	32,493	19.48%
Total	417,720	2,301,880	18.15%

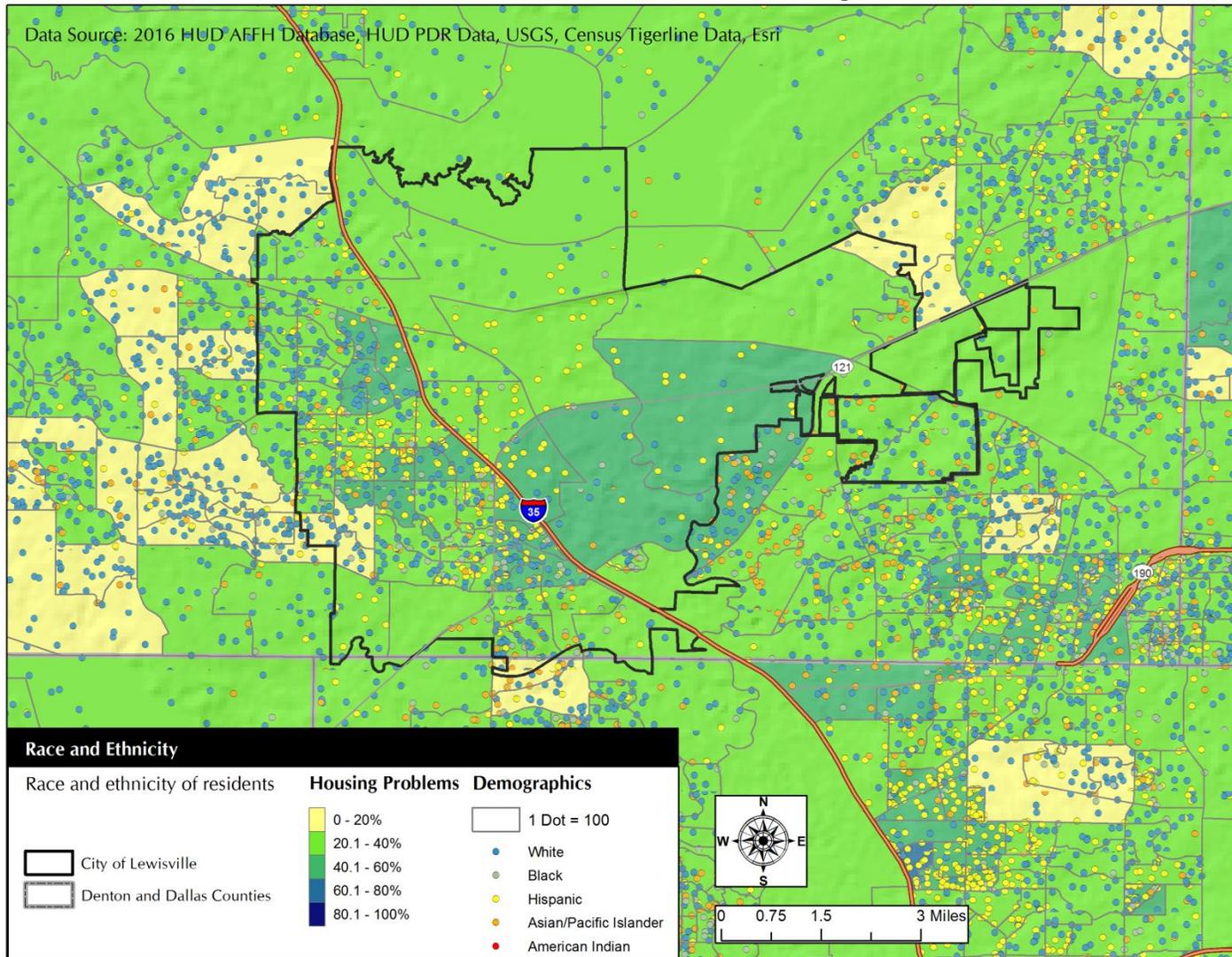
1: The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.

2: All % represent a share of the total population within the jurisdiction or region, except household type and size, which is out of total households.

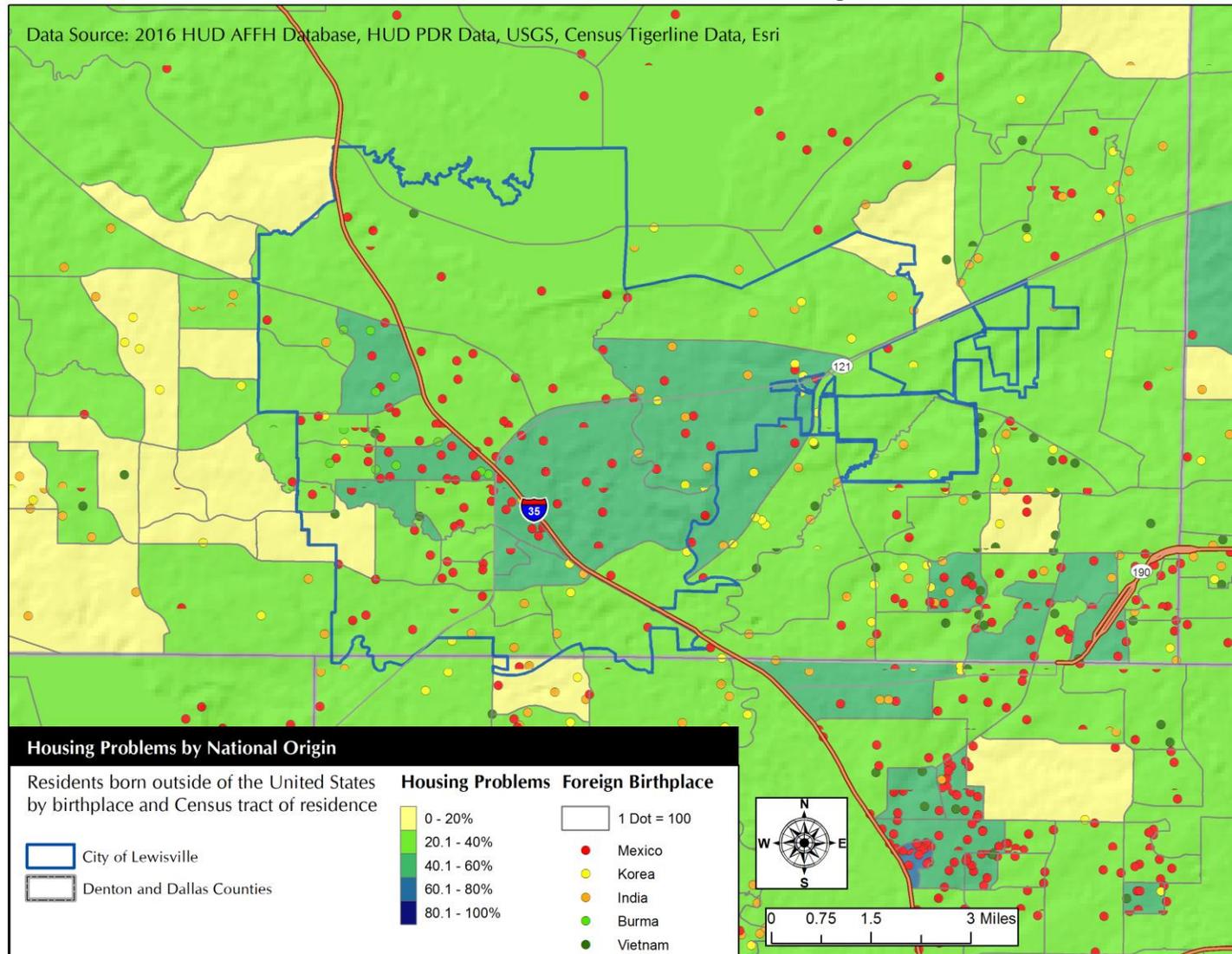
Data Sources: CHAS, refer to the Data Documentation for details (www.hudexchange.info).

The table above shows housing needs for the region. The largest ethnic groups to experience these needs are Hispanic and Blacks, with 50 percent and 45 percent, respectively, of households experiencing any of 4 housing problems. The ethnic groups follow a similar pattern for severe housing problems, with Hispanic and Black households experiencing the highest within the region.

Map IV.34
AFFH Map 7 – Housing Problems by Race/Ethnicity
 Lewisville, Texas
 2016 HUD AFFH Database, HUD PDR, USGD, Census Tigerline



Map IV.35
AFFH Map 8 – Housing Problems by National Origin
 Lewisville, Texas
 2016 HUD AFFH Database, HUD PDR, USGD, Census Tigerline



E. PUBLICLY SUPPORTED HOUSING ANALYSIS

PUBLICLY SUPPORTED HOUSING DEMOGRAPHICS

Black households were disproportionately represented among households living in most types of public-assisted housing: around 60 percent of households living in publicly supported Housing units. By comparison, black residents accounted for around 11.2 percent of the overall population in 2010. All other racial or ethnic groups were underrepresented among public-assisted housing units compared to their representation in the population as a whole.

Table IV. 34
HUD AFFH Table 6 – Publicly Supported Housing Residents by Race/Ethnicity
 Lewisville, Texas
 2016 HUD AFFH Database, 2010 Census

Table 6 - Publicly Supported Housing Residents by Race/Ethnicity

Lewisville	Race/Ethnicity							
	White		Black		Hispanic		Asian or Pacific Islander	
Housing Type	#	%	#	%	#	%	#	%
Public Housing								
Project-Based Section 8								
Other Multifamily								
HCV Program	76	21.78	209	59.89	52	14.90	12	3.44
0-30% of AMI	729	33.61	245	11.30	775	35.73	205	9.45
0-50% of AMI	2,234	35.78	660	10.57	2,200	35.23	535	8.57
0-80% of AMI	5,974	44.95	1,530	11.51	4,070	30.63	825	6.21
Lewisville	48,349	49.70	10,523	10.82	27,919	28.70	7,941	8.16

Note 1: Data Sources: Decennial Census; APSH; CHAS

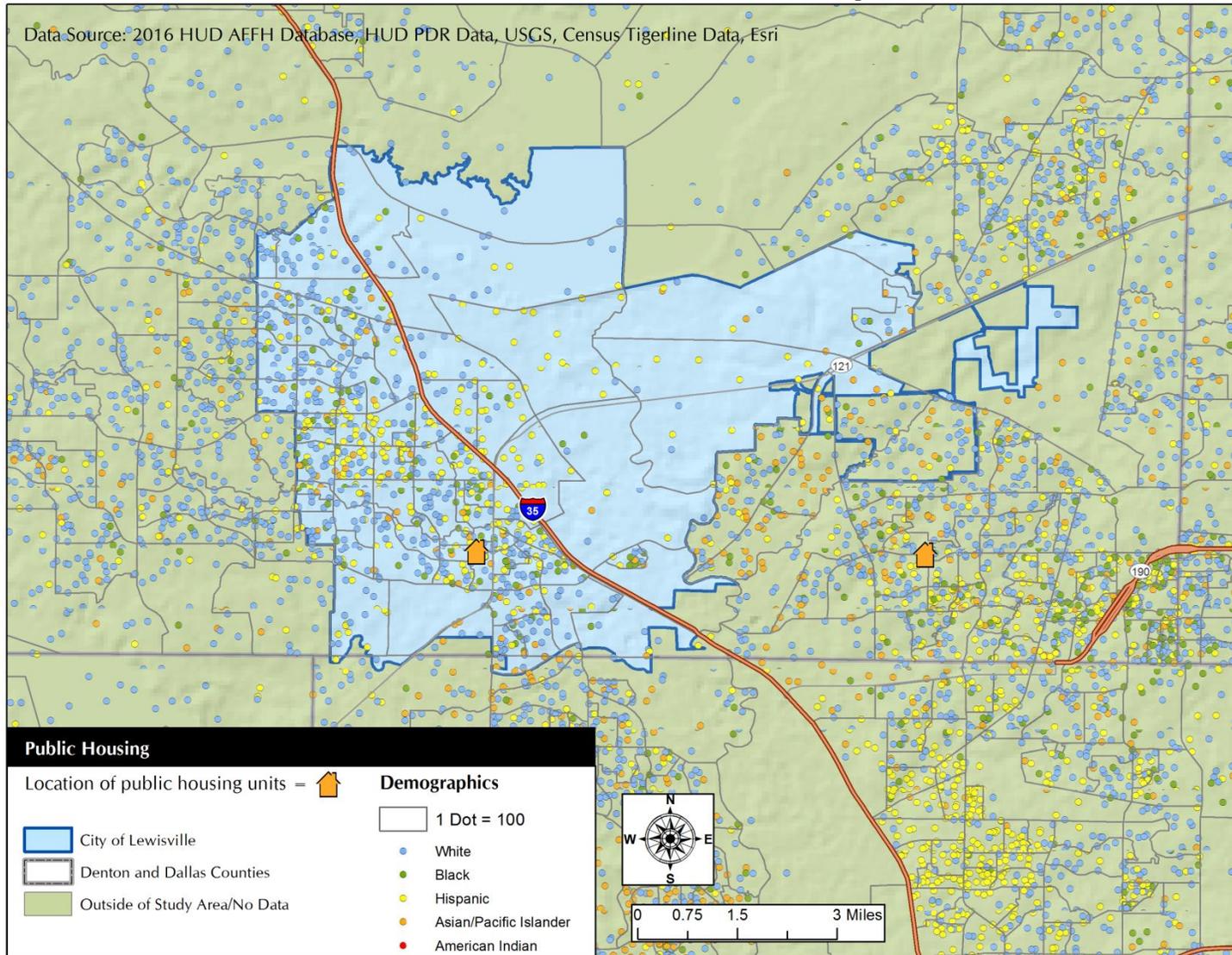
Note 2: #s presented are numbers of households not individuals.

Note 3: Refer to the Data Documentation for details (www.hudexchange.info).

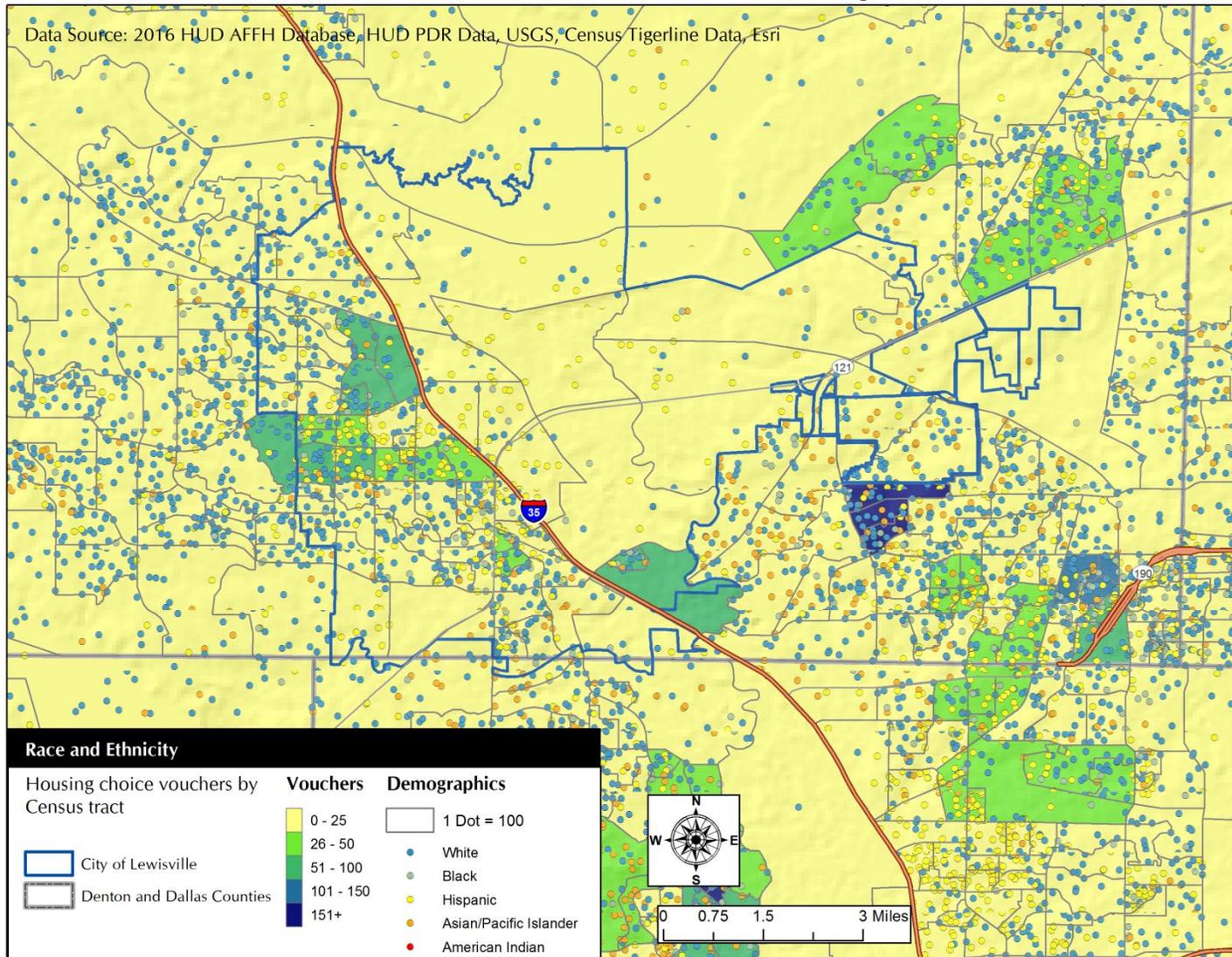
Publicly Supported Housing Location and Occupancy

The publicly supported housing units are located in the south part of the city, as seen in Map IV.36. This areas also have a disproportionate concentration of Black households, as seen in Map IV.5. A different pattern is found with Vouchers, as shown in Map IV.37. Higher voucher use is located on the west side of the city.

Map IV.36
HUD AFFH Map 5 - Location of Public Housing Units
 Lewisville, Texas
 2016 HUD AFFH Database, HUD PDR Data, USGS, Census Tigerline



Map IV.37
HUD AFFH Map 6 - Housing Choice Vouchers by Census Tract
 Lewisville, Texas
 2016 HUD AFFH Database, HUD PDR Data, USGS, Census Tigerline



Demographics of Publicly Assisted Housing Residents

Age and Disability

Some 18.9 percent of publicly supported housing unit occupants were elderly, compared to the 6.5 percent of the elderly population as a whole. Similarly, the rate of residents that were disabled was almost 19.7 percent, compared to the estimated 8.4 percent total disabled population in 2014.

Race and Ethnicity

As discussed previously, black residents reside in publicly supported housing at a rate higher than the jurisdiction average. All other racial and ethnic groups are underrepresented in publicly supported housing.

Families with Children

Some 56.1 percent of households in HVC program housing were families with children.

Table IV.35
HUD AFFH Table 7 – R/ECAP and Non-R/ECAP Demographics by PSH

Lewisville, Texas
2016 HUD AFFH Database

Table 7 - R/ECAP and Non-R/ECAP Demographics by Publicly Supported Housing Program Category

Lewisville	Total # units (occupied)	% Elderly	% with a disability*	% White	% Black	% Hispanic	% Asian or Pacific Islander	% Families with children
Public Housing								
R/ECAP tracts								
Non R/ECAP tracts								
Project-based Section 8								
R/ECAP tracts								
Non R/ECAP tracts								
Other HUD Multifamily								
R/ECAP tracts								
Non R/ECAP tracts	4							
HCV Program								
R/ECAP tracts								
Non R/ECAP tracts	384	18.87	19.68	22.06	59.60	14.90	3.44	56.06

Note 1: Disability information is often reported for heads of household or spouse/co-head only. Here, the data reflect information on all members of the household.

Note 2: Data Sources: APSH

Note 3: Refer to the Data Documentation for details (www.hudexchange.info).

Differences in Occupancy by Race and Ethnicity

Data concerning the demographic composition of developments funded through Low-Income Housing Tax Credits are not available through HUD's AFFH Raw data or Low-Income Housing Tax Credit databases.

As noted previously, black households occupied publicly supported housing units at a higher rate than the jurisdiction average. Otherwise, there is no data to provide to suggest any differences in occupancy based on race and ethnicity, as seen in Table IV.36.

Disparities in Access to Opportunity

The location of publicly supported housing units did not differ widely from other areas in access to opportunity.

Table IV.36
HUD AFFH Table 8
Demographics of Publicly Supported Housing Developments, by Program Category
 Lewisville, Texas
 2016 HUD AFFH Database

Public Housing							
Location	Development Name	# Units	White	Black	Hispanic	Asian	Households with Children
Lewisville	Community Options	6					

F. DISABILITY AND ACCESS ANALYSIS

Persons with hearing, vision and cognitive disabilities are more highly concentrated west of I-35, as seen in Map IV.35. This pattern is also true for persons with ambulatory, self-care and independent living disabilities, as seen in Map IV.36.

Table IV.37
HUD AFFH Table 13- Disability by Type
 Lewisville, Texas
 2016 HUD AFFH Database

Lewisville		
Disability Type	#	%
Hearing difficulty	2,152	2.40
Vision difficulty	921	1.03
Cognitive difficulty	3,148	3.52
Ambulatory difficulty	3,584	4.00
Self-care difficulty	1,443	1.61
Independent living difficulty	2,384	2.66

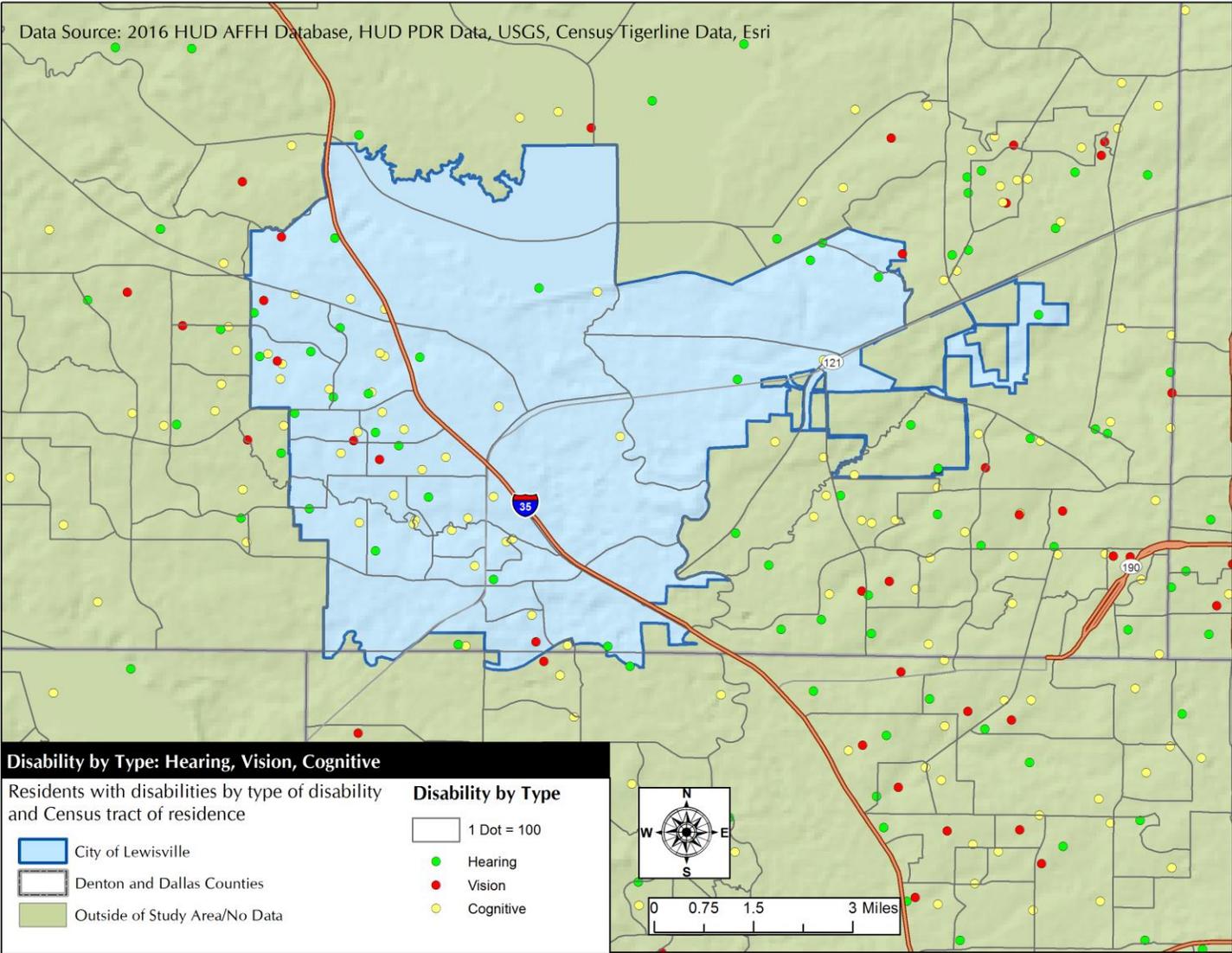
Note 1: All % represent a share of the total population within the jurisdiction or region.

Note 2: Data Sources: ACS

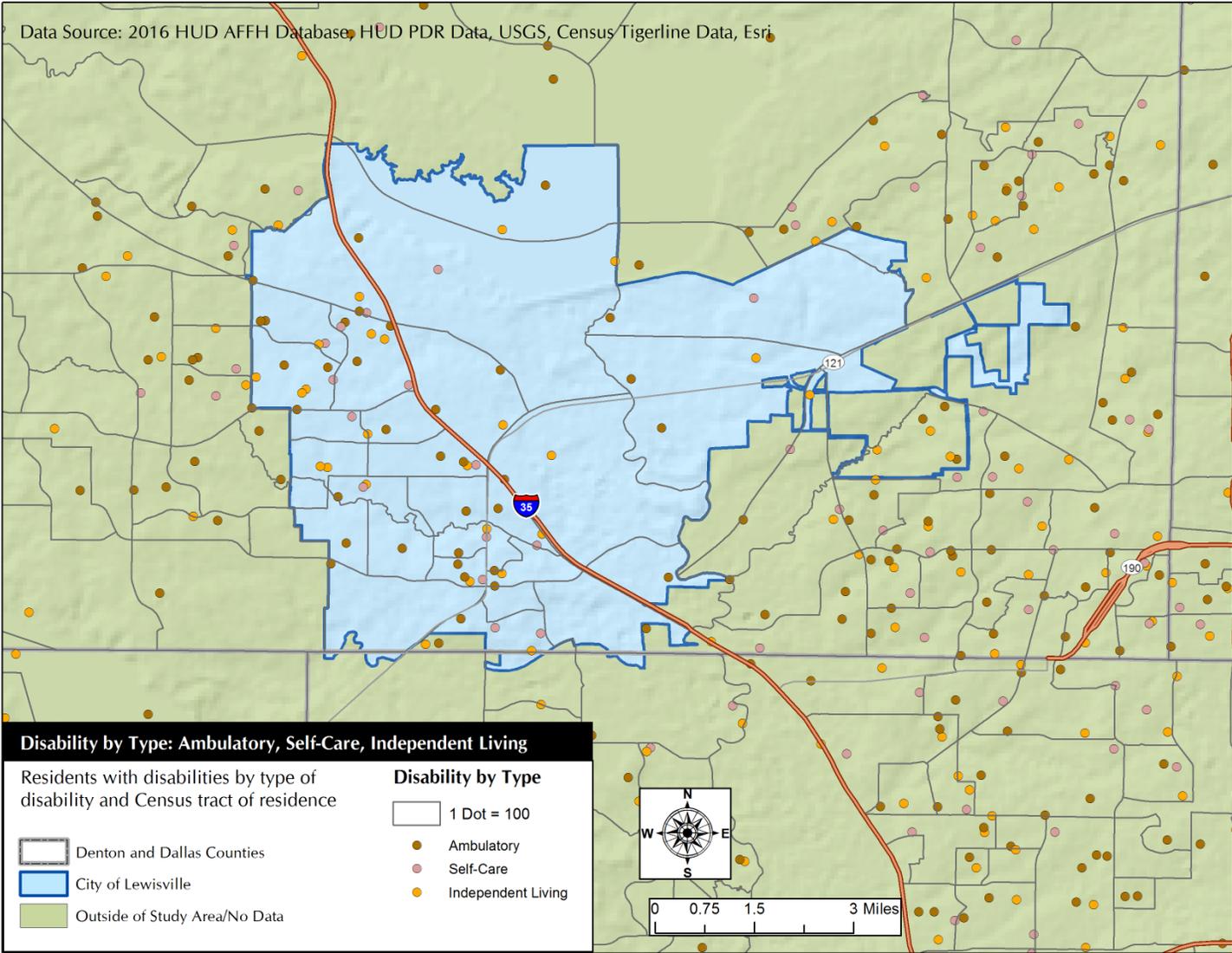
Note 3: Refer to the Data Documentation for details (www.hudexchange.info).

Persons with disabilities of all types are more heavily concentrated on the western and northern edges of the city, as seen in Map IV.38.

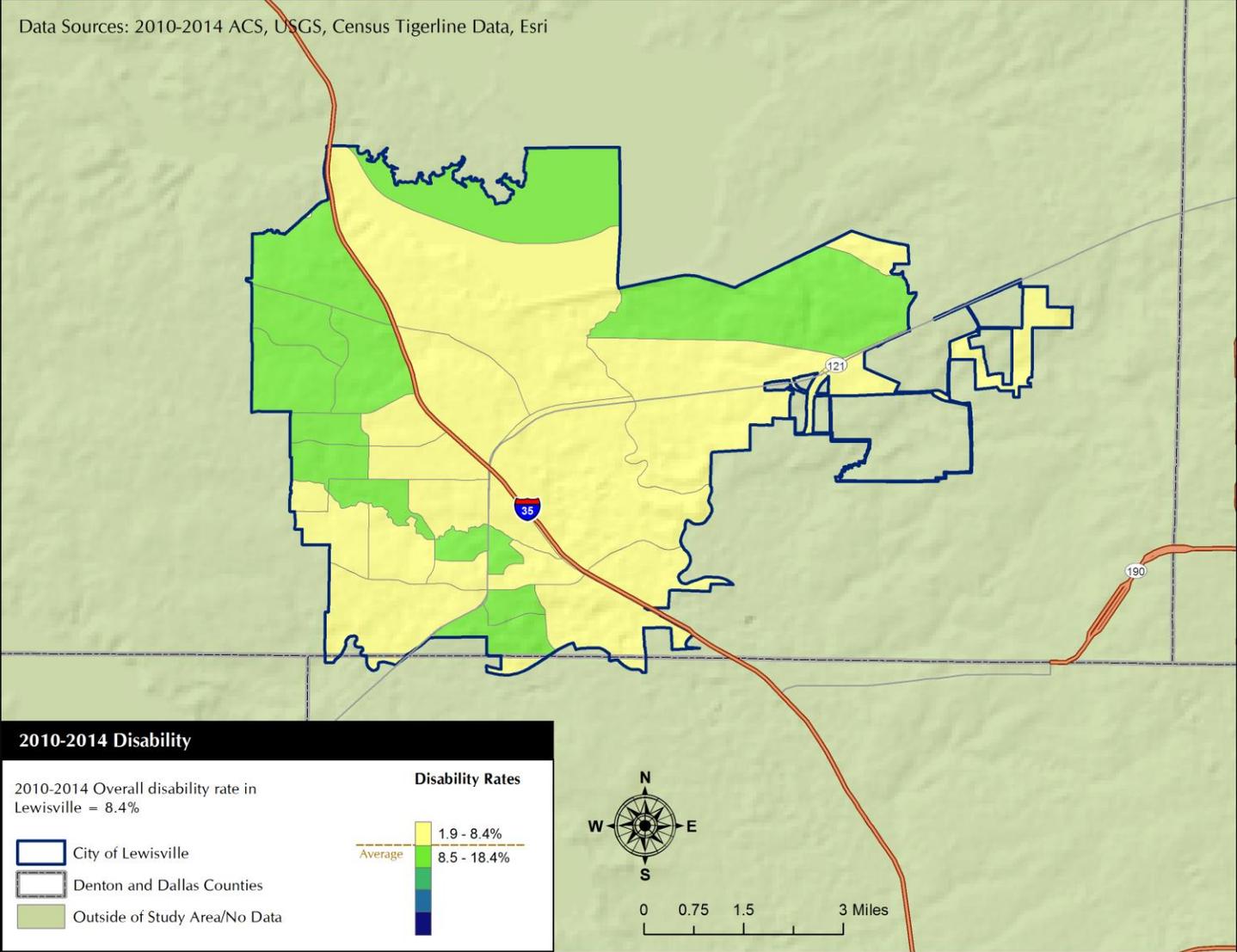
Map IV.38
HUD AFFH Map 16 - Disability by Type: Hearing, Vision, Cognitive
Lewisville, Texas
2010-2014 ACS, HUD PDR Data, USGS, Census Tigerline



Map IV.39
HUD AFFH Map 16 - Disability by Type: Ambulatory, Self-Care, Independent Living
Lewisville, Texas
2010-2014 ACS, HUD PDR Data, USGS, Census Tigerline



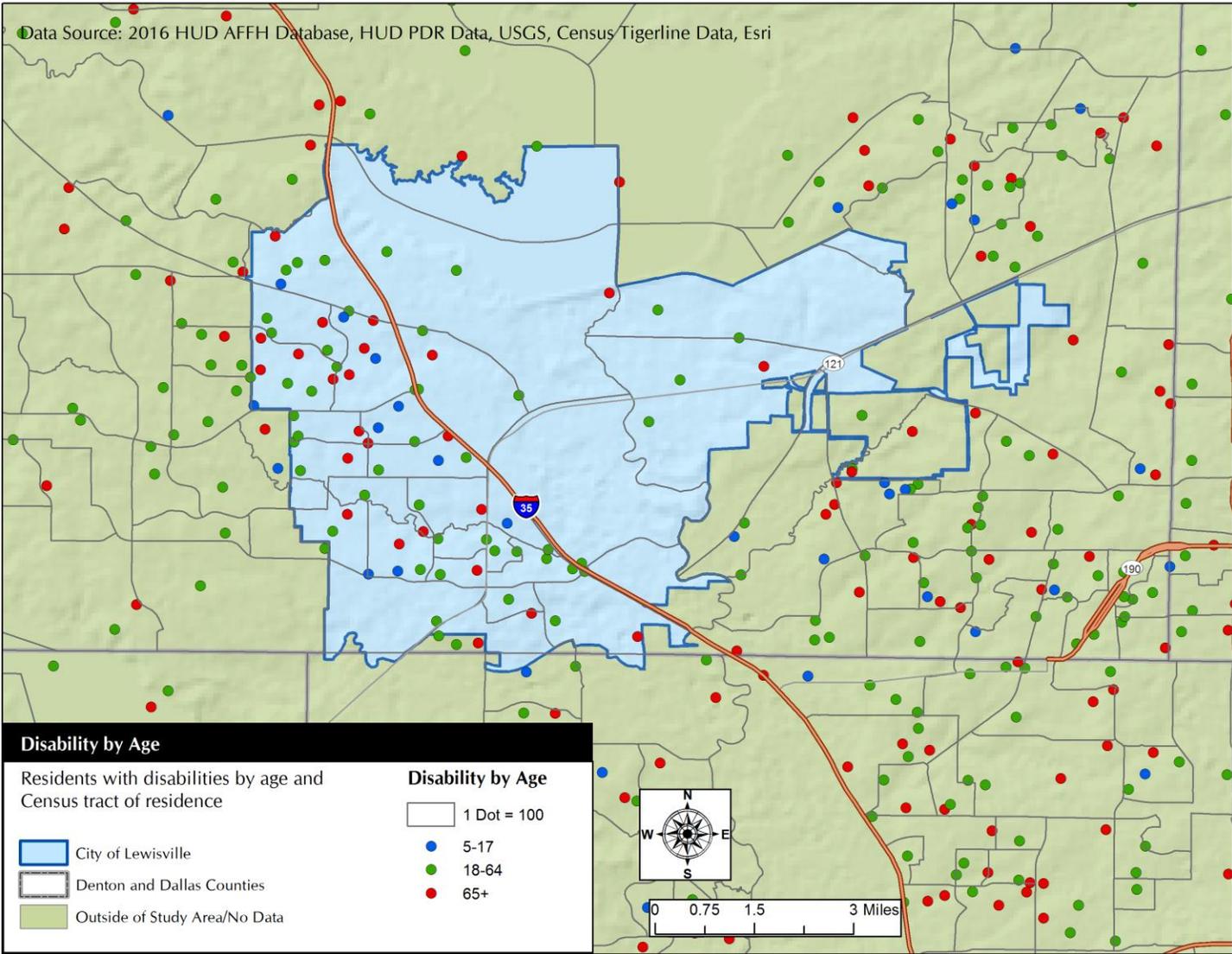
Map IV.40
2010-2014 Disability
Lewisville, Texas
2010-2014 ACS, USGS, Census Tigerline



Map IV.41 HUD AFFH Map 17 - Disability by Age

Lewisville, Texas

2010-2014 ACS, HUD PDR Data, USGS, Census Tigerline



HOUSING ACCESSIBILITY

Accessible housing units are located throughout the City. However, many newer housing units are located outside city center areas. These newer housing units are more likely to have the mandatory minimum accessibility features.

Within the city, over 19 percent of the housing units in HCV Program units are utilized by disabled households.

Table IV.38
HUD AFFH Table 15 – Disability by Publicly Supported Housing
 Lewisville, Texas
 2016 HUD AFFH Database

Table 15 - Disability by Publicly Supported Housing Program Category

Lewisville	People with a Disability*	
	#	%
Public Housing		
Project-Based Section 8		
Other Multifamily		
HCV Program	73	19.68

Note 1: The definition of "disability" used by the Census Bureau may not be comparable to reporting requirements under HUD programs.

Note 2: Data Sources: ACS

Note 3: Refer to the Data Documentation for details (www.hudexchange.info).

As seen in Map IV.38, seen above, the concentration of disabled households does not correlate with higher concentrations of racial and ethnic minority households in the City.

There are services and housing available to disabled households in the City of Lewisville, and public input did not indicate additional need for services and affordable housing.

Disparities in Access to Opportunity

Government services and facilities

Many government services and facilities are located within the city center. Access to these services is limited by the availability of public transportation. However, public transit use in these areas is higher than other parts of the city.

Public infrastructure (e.g., sidewalks, pedestrian crossings, pedestrian signals)

As previously discussed, the highest concentration of disabled households are on the outer edges of the city, which corresponds with lower levels of sidewalk and pedestrian signal access.

Transportation

As previously discussed, the highest concentration of disabled households are on the outer edges of the city, which corresponds with area of lower levels of transit use.

Proficient schools and educational programs

Looking at Map IV.13, disabled households are located with higher concentrations in area with moderate quality school systems.

Jobs

Much of the access to jobs is located in the eastern portion of the city, while many disabled households are located on the western end of the City. This may impact proximity to job opportunities. This is illustrated in Map IV.16.

Requests for Accommodation

In order to request reasonable accommodation, the disabled individual must contact the City government and the appropriate department. This can be done via phone, mail, email or fax.

Disproportionate Housing Needs

While no data is available regarding the rate of housing problems for disabled households in the City of Lewisville, over 32 percent of households experience a housing problem in the City. As noted by public input, many disabled households have limited income. Households at lower income levels experience housing problems at rates even higher than the jurisdiction average.

Additional Information

Fair Housing complaints from 2009 through 2016 show the most complaints for disability related issues. A total of 15 complaints were issued on the basis of disability over this timer period. Some 6 of these complaints were found to have cause, as shown in Table IV. 39.

Table IV.39
Fair Housing Complaints by Basis of Complaint Found with Cause

City of Lewisville
2008-2016 HUD Data

Basis	2008	2009	2010	2011	2012	2013	2014	2015	2016	Total
Disability	.	.	1	2	1	.	2	.	.	6
Race	1	1	.	.	.	.	1	.	.	3
Family Status	.	.	.	1	.	.	.	.	.	1
Retaliation	1	.	.	.	.	.	.	.	.	1
Total	2	1	1	3	1	.	3	.	.	11
Total Complaints	1	1	1	3	1	.	2	.	.	9

Table IV.40
HUD AFFH Table 9 – Demographics of Households with Disproportional Needs
 Lewisville, Texas
 2016 HUD AFFH Database

Disproportionate Housing Needs	Lewisville		
Households experiencing any of 4 housing problems*	# with problems	# households	% with problems
Race/Ethnicity			
White, Non-Hispanic	6,305	21,729	29.02
Black, Non-Hispanic	1,580	3,770	41.91
Hispanic	3,920	8,045	48.73
Asian or Pacific Islander, Non-Hispanic	910	2,359	38.58
Native American, Non-Hispanic	85	120	70.83
Other, Non-Hispanic	440	1,099	40.04
<i>Total</i>	13,235	37,135	35.64
Household Type and Size			
Family households, <5 people	5,665	19,345	29.28
Family households, 5+ people	2,240	3,940	56.85
Non-family households	5,335	13,845	38.53
Households experiencing any of 4 Severe Housing Problems**			
	# with severe problems	# households	% with severe problems
Race/Ethnicity			
White, Non-Hispanic	2,325	21,729	10.70
Black, Non-Hispanic	565	3,770	14.99
Hispanic	2,085	8,045	25.92
Asian or Pacific Islander, Non-Hispanic	540	2,359	22.89
Native American, Non-Hispanic	50	120	41.67
Other, Non-Hispanic	225	1,099	20.47
<i>Total</i>	5,800	37,135	15.62

Note 1: The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.

Note 2: All % represent a share of the total population within the jurisdiction or region, except household type and size, which is out of total households.

Note 3: Data Sources: CHAS

Note 4: Refer to the Data Documentation for details (www.hudexchange.info).

G. FAIR HOUSING ENFORCEMENT, OUTREACH CAPACITY, & RESOURCES

FEDERAL FAIR HOUSING LAWS

Federal laws provide the backbone for U.S. fair housing regulations. While some laws have been previously discussed in this report, a brief list of laws related to fair housing, as defined on the U.S. Department of Housing and Urban Development's (HUD's) website, is presented below:

Fair Housing Act Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and persons securing custody of children under the age of 18), and handicap (disability).¹²

Title VIII was amended in 1988 (effective March 12, 1989) by the *Fair Housing Amendments Act* . . . In connection with prohibitions on discrimination against individuals with disabilities, the Act contains design and construction accessibility provisions for certain new multi-family dwellings developed for first occupancy on or after March 13, 1991.¹³

Title VI of the Civil Rights Act of 1964. Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973 Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974 Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development Block Grant Program.

Title II of the Americans with Disabilities Act of 1990. Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.

Architectural Barriers Act of 1968 The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 be accessible to and useable by handicapped persons.

¹² "HUD Fair Housing Laws and Presidential Executive Orders."

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

¹³ "Title VIII: Fair Housing and Equal Opportunity."

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/progdesc/title8

Age Discrimination Act of 1975 The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972 Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.¹⁴

STATE FAIR HOUSING LAWS

The Texas Fair Housing Law protects your right to rent an apartment, buy a home, obtain a mortgage, or purchase homeowners insurance free from discrimination based on:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status, and
- Disability

The Texas Workforce Commission (TWC) is responsible for enforcing the Texas Fair Housing Law.¹⁵

North Texas Fair Housing Center

The Fair Housing Center investigates complaints of housing discrimination in twelve counties in northern Texas, including Denton County.¹⁶

The City of Lewisville

The City of Lewisville Grants Division receives fair housing complaints and makes referrals to HUD for enforcement. This agency is also responsible for conducting public education, training and outreach of fair housing rights and remedies in Lewisville. Education of the public regarding the rights and responsibilities afforded by fair housing law is an essential ingredient of fair housing enforcement. This includes outreach and education to the general public, landlords and tenants, housing and financial providers, as well as citizens, concerning fair housing and discrimination.

¹⁴ "HUD Fair Housing Laws and Presidential Executive Orders."

¹⁵ <https://www.tdhca.state.tx.us/fair-housing/>

¹⁶ <http://www.northtexasfairhousing.org/housing-discrimination-complaints.html>

SECTION V. FAIR HOUSING GOALS AND PRIORITIES

PURPOSE AND PROCESS

The AFFH rule requires fair housing planning and describes the required elements of the fair housing planning process. The first step in the planning process is completing the fair housing analysis required in the AFH. The rule establishes specific requirements program participants must follow for developing and submitting an AFH and for incorporating and implementing that AFH into subsequent Consolidated Plans and Public Housing Agency (PHA) Plans. This process is intended help to connect housing and community development policy and investment planning with meaningful actions that affirmatively further fair housing.¹⁷

The introduction of the HUD's Assessment of Fair Housing tool (Assessment Tool) requires jurisdictions to submit their Fair Housing Assessments through an online User Interface. While this document is not that submittal, the Assessment Tool provides the organizational layout of this document.

AFH METHODOLOGY

This AFH was conducted through the assessment of a number of quantitative and qualitative sources. Quantitative sources used in analyzing fair housing choice in City of Lewisville included:

- Socio-economic and housing data from the U.S. Census Bureau, such as the 2010 Census and the 2010-2014 American Community Survey,
- 2008-2013 HUD CHAS data
- Employment data from the U.S. Bureau of Labor Statistics,
- Economic data from the U.S. Bureau of Economic Analysis,
- The 2016 HUD AFFH Database, which includes PHA data, disability information, and geographic distribution of topics
- Housing complaint data from HUD
- Home loan application data from the Home Mortgage Disclosure Act, and
- A variety of local data.

Qualitative research included evaluation of relevant existing fair housing research and fair housing legal cases. Additionally, this research included the evaluation of information gathered from many public input opportunities conducted in relation to this AFH, including the 2016 Fair Housing Survey, a series of fair housing forums, presentations, and the public review.

As a result of detailed demographic, economic, and housing analysis, along with a range of activities designed to foster public involvement and feedback, the City has identified a series of fair housing issues, and factors that contribute to the creation or persistence of those issues. The issues that the agency has studied relate to segregation and integration of racial and ethnic minorities, disproportionate housing needs; publicly supported housing location and

¹⁷ <https://www.hudexchange.info/resources/documents/AFFH-Rule-Guidebook.pdf>

occupancy; disparities in access to opportunity; disability and access; and fair housing enforcement, outreach, capacity, and resources.

Table V.1, below, provides a list of the factors that have been identified as contributing to these fair housing issues, and prioritizes them according to the following criteria:

1. High: Factors that have a direct and substantial impact on fair housing choice
2. Medium: Factors that have a less direct impact on fair housing choice, or that the City has a comparatively limited capacity to address
3. Low: Factors that have a slight or largely indirect impact on fair housing choice, or that the City has little capacity to address.

Table V.1
Fair Housing Contributing Factors and Priorities

Contributing Factor	Priority	Discussion
Availability of Affordable Units in a Range of Sizes	Medium	There is a need for additional publicly assisted housing throughout the City. Racial or ethnic minority households are more likely to be experiencing a disproportionate need due to cost burdens, incomplete plumbing or kitchen facilities, or overcrowding. This contributing factor has been assigned a medium level of priority based on the extent of the need and the City's ability to respond to this need.
Access to financial services	High	The ability of residents throughout the City to secure home purchase loans varies according to the race and ethnicity of the loan applicant. This was identified in data gathered under the Home Mortgage Disclosure Act (HMDA). The City has designated efforts to address this factor to be of "high" priority.
Resistance to affordable housing	Medium	This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to a lack of affordable housing in the City. Lack of affordable housing restricts the fair housing choice of City residents. The City has assigned this factor a priority of "medium".
Discriminatory actions in the market place	Medium	This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, serves to limit the fair housing choice of residents with disabilities and racial/ethnic minority groups. The City has assigned this factor a priority of "medium".
Lack of understanding of fair housing law	High	This factor, identified through the feedback of stakeholders during the public input portion of the AFH process, contributes to discrimination and differential treatment in the housing market. Furthermore, a lack of understanding of fair housing law means that those who may suffer discrimination in the housing market do not know where to turn when they do. The City has assigned this factor a priority of "high".

Ultimately, a concluding list of prospective fair housing issues were drawn from these sources and along with the fair housing contributing factors, a set of actions have been identified, milestones and resources are being suggested, and responsible parties have been identified. All of these have been summarized by selected fair housing goals. Each of these issues are presented in the table presented on the following pages.

The AFH development process will conclude with a thirty-day public review period of the draft AFH. Specific narratives and maps, along with the entirety of this report created in the AFFH Assessment Tool, will be submitted to HUD via the on-line portal on or before January 4, 2017.

OVERVIEW OF FINDINGS

The following table summarizes the fair housing goals, fair housing issues and contributing factors, as identified by the Assessment of Fair Housing. It includes metrics and milestones, and a timeframe for achievements as well as designating a responsible agency.

Table V.2
City of Lewisville Fair Housing Goals, Issues, and Proposed Achievements

2017 – 2021 Assessment of Fair Housing

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe for Achievement	Responsible Program Participant
Enhance understanding of fair housing and fair housing law	Lack of understanding of where to turn	Discriminatory terms and conditions in Rental Failure to make reasonable accommodation	Seminars, trainings, and outreach Each Year	City of Lewisville
Discussion: Public input and stakeholder comments revealed that there is additional need for fair housing outreach and trainings. Housing complaint data registered many complaints based upon failure to make reasonable accommodation.				
Promote partnerships that enable the development of accessible and affordable housing	Location and type of affordable housing Access to publicly supported housing for persons with disabilities Lack of affordable, accessible housing for seniors	Limited Supply of Affordable Housing, especially for minorities and seniors	Promotion of construction of new, redeveloped or rehabilitated housing Each Year	City of Lewisville
Discussion: The City of Lewisville has an increasing number of households with housing problems, especially cost burdens. While it impacts 29.0 percent of white households, over 41 percent of black households and 48 percent of Hispanic households experience housing problems. In addition, based on public input and stakeholder feedback, seniors and residents with disabilities face limitations in the supply of accessible, affordable housing.				
Enhance financial literacy	Lending Discrimination Private discrimination Access to financial services	High denial rates for racial and ethnic minorities	Seminars, trainings, and outreach Each Year	City of Lewisville
Discussion: Denial rates for owner-occupied home purchases varied by the race/ethnicity of the applicant. Denial rates for Hispanic households were over twelve percentage points higher than for white applicants.				
Review and Revise Local Land use Policies	Siting selection policies Practices and decisions for publicly supported housing	Prospective discriminatory practices and policies NIMBYism	Review land use policies and regulations by 2021-22	City of Lewisville
Discussion: The availability of housing accessible to a variety of income levels and protected classed may be limited by zoning and other local policies that limit the production of affordable units. Review of local land use policies may positively impact the placement and access of publicly supported and affordable housing.				
Enhance Fair Housing Program and enforcement	Lack of understanding of where to turn for fair housing	Insufficient outreach and education	Seminars, trainings, and outreach Each year	City of Lewisville
Discussion: Input received from the 2016 Fair Housing Survey, as well as testimony received at the public engagement activities, demonstrated that while the organizational infrastructure is in place and available, many people still do not use the fair housing system				
Promote equitable access to credit and home lending	Access to financial services.	Disparities in Access to Opportunity	Reduce disparities in home lending application outcomes through credit education and outreach.	City of Lewisville
Discussion: Incidences of high denial rates for selected minorities underscores limitations in access to key financial services, particularly lending.				
Reduce Discrimination in Rental Market	Lack of understanding of fair housing law Discriminatory actions in the marketplace	Denial of available housing in the rental markets Discriminatory terms, conditions, or privileges relating to rental	Provide outreach and education on a yearly basis Provide fair housing seminars	City of Lewisville
Discussion: Based on public input and stakeholder feedback, including housing complaint data and results of the 2016 fair housing survey, minority residents and residents with disabilities face limitations in the supply of accessible, affordable housing.				

SECTION VI. APPENDICES

A. HMDA AND HOUSING COMPLAINT DATA

Table A.1
Purpose of Loan by Year

City of Lewisville
2008–2015 HMDA Data

Purpose	2008	2009	2010	2011	2012	2013	2014	2015	Total
Home Purchase	2,874	2,871	2,384	1,993	2,133	2,346	2,180	2,367	16,781
Home Improvement	396	206	154	189	167	143	182	184	1,437
Refinancing	1,972	3,261	3,164	3,231	3,089	2,603	1,223	1,764	18,543
Total	5,242	6,338	5,702	5,413	5,389	5,092	3,585	4,315	36,761

Table A.2
Occupancy Status for Home Purchase Loan Applications

City of Lewisville
2008–2015 HMDA Data

Status	2008	2009	2010	2011	2012	2013	2014	2015	Total
Owner-Occupied	2,668	2,760	2,265	1,852	1,964	2,125	1,955	2,141	15,589
Not Owner-Occupied	204	109	114	137	162	208	220	215	1,154
Not Applicable	2	2	5	4	7	13	5	11	38
Total	2,874	2,871	2,384	1,993	2,133	2,346	2,180	2,367	16,781

Table A.3
Owner-Occupied Home Purchase Loan Applications by Loan Type

City of Lewisville
2008–2015 HMDA Data

Loan Type	2008	2009	2010	2011	2012	2013	2014	2015	Total
Conventional	1,666	1,389	1,136	855	933	1,222	1,215	1,315	8,416
FHA - Insured	911	1,246	1,037	879	901	743	613	677	6,330
VA - Guaranteed	91	125	92	118	128	159	127	148	840
Rural Housing Service or Farm Service Agency	0	0	0	0	2	1	0	1	3
Total	2,668	2,760	2,265	1,852	1,964	2,125	1,955	2,141	15,589

DENIAL RATES

Table A.4
Loan Applications by Action Taken

City of Lewisville
2008–2015 HMDA Data

Action	2008	2009	2010	2011	2012	2013	2014	2015	Total
Loan Originated	1,286	1,154	1,004	854	955	1,096	1,035	1,179	7,384
Application Approved but not Accepted	131	70	133	58	88	53	70	56	603
Application Denied	230	145	201	159	180	162	130	133	1,207
Application Withdrawn by Applicant	165	136	128	103	124	178	181	186	1,015
File Closed for Incompleteness	26	29	18	20	14	35	17	41	159
Loan Purchased by the Institution	815	1,210	781	658	602	601	522	546	5,189
Preapproval Request Denied	8	13	0	0	0	0	0	0	21
Preapproval Approved but not Accepted	7	3	0	0	1	0	0	0	11
Total	2,668	2,760	2,265	1,852	1,964	2,125	1,955	2,141	15,589
Denial Rate	15.2%	11.2%	16.7%	15.7%	15.9%	12.9%	11.2%	10.1%	13.5%

Table A.5
Loan Applications by Reason for Denial

City of Lewisville
2008–2015 HMDA Data

Denial Reason	2008	2009	2010	2011	2012	2013	2014	2015	Total
Debt-to-Income Ratio	25	30	47	33	51	38	16	15	240
Employment History	4	1	6	4	6	4	3	3	28
Credit History	39	22	19	42	44	31	12	18	209
Collateral	24	13	8	10	12	12	11	16	90
Insufficient Cash	10	4	1	5	1	5	6	2	32
Unverifiable Information	18	10	2	9	9	4	5	4	57
Credit Application Incomplete	17	18	23	11	19	19	11	11	118
Mortgage Insurance Denied	0	0	0	1	0	0	0	0	1
Other	16	7	19	10	16	9	11	10	88
Missing	77	40	76	34	22	40	55	0	344
Total	230	145	201	159	180	162	130	133	1,207

Table A.6
Denial Rates by Race/Ethnicity of Applicant

City of Lewisville
2004–2015 HMDA Data

Race/Ethnicity	2008	2009	2010	2011	2012	2013	2014	2015	Average
American Indian	12.5%	28.6%	69.2%	20.0%	50.0%	33.3%	.0%	11.1%	36.2%
Asian	25.3%	12.8%	19.2%	16.2%	20.0%	9.8%	12.0%	8.9%	16.3%
Black	14.9%	12.7%	11.5%	21.2%	14.3%	21.3%	14.7%	13.8%	15.9%
White	13.0%	10.6%	15.3%	12.8%	12.9%	11.1%	10.4%	9.5%	12.3%
Not Available	20.7%	12.3%	19.6%	28.1%	32.2%	24.2%	13.9%	13.1%	21.9%
Not Applicable	%	0.0%	0%	%	%	%	%	%	.0%
Average	15.2%	11.2%	16.7%	15.7%	15.9%	12.9%	11.2%	10.1%	13.5%
Non-Hispanic	13.5%	8.6%	13.1%	12.1%	11.2%	10.1%	9.3%	8.9%	11.1%
Hispanic	20.6%	23.8%	28.1%	26.7%	26.4%	23.8%	20.5%	14.9%	24.2%

Table A.7
Loan Applications by Selected Action Taken by Race/Ethnicity of Applicant
 City of Lewisville
 2008–2015 HMDA Data

Race		2008	2009	2010	2011	2012	2013	2014	2015	Total
American Indian	Originated	7	5	4	4	2	4	4	8	30
	Denied	1	2	9	1	2	2	0	1	17
	Denial Rate	12.5%	69.2%	69.2%	20.0%	50.0%	33.3%	.0%	11.1%	36.2%
Asian	Originated	124	136	139	98	92	165	147	184	901
	Denied	42	20	33	19	23	18	20	18	175
	Denial Rate	25.3%	12.8%	19.2%	16.2%	20.0%	9.8%	12.0%	8.9%	16.3%
Black	Originated	63	55	46	41	42	59	58	94	364
	Denied	11	8	6	11	7	16	10	15	69
	Denial Rate	14.9%	12.7%	11.5%	21.2%	14.3%	21.3%	14.7%	13.8%	15.9%
White	Originated	973	864	729	614	737	777	727	787	5,421
	Denied	145	102	132	90	109	97	84	83	759
	Denial Rate	13.0%	10.6%	15.3%	12.8%	12.9%	11.1%	10.4%	9.5%	12.3%
Not Available	Originated	119	93	86	97	82	91	99	106	667
	Denied	31	13	21	38	39	29	16	16	187
	Denial Rate	20.7%	12.3%	19.6%	28.1%	32.2%	24.2%	13.9%	13.1%	21.9%
Not Applicable	Originated	0	1	0	0	0	0	0	0	1
	Denied	0	0	0	0	0	0	0	0	0
	Denial Rate	20.7%	12.3%	19.6%	28.1%	32.2%	24.2%	13.9%	13.1%	.0%
Total	Originated	1,286	1,154	1,004	854	955	1,096	1,035	1,179	8,563
	Denied	230	145	201	159	180	162	130	133	1,340
	Denial Rate	15.2%	11.2%	16.7%	15.7%	15.9%	12.9%	11.2%	10.1%	13.5%
Non-Hispanic	Originated	971	935	753	669	727	891	810	909	5,756
	Denied	152	88	114	92	92	100	83	89	721
	Denial Rate	13.5%	8.6%	13.1%	12.1%	11.2%	10.1%	9.3%	8.9%	11.1%
Hispanic	Originated	196	128	166	99	145	115	136	166	985
	Denied	51	40	65	36	52	36	35	29	315
	Denial Rate	20.6%	23.8%	28.1%	26.7%	26.4%	23.8%	20.5%	14.9%	24.2%

Table A.8
Loan Applications by Reason for Denial by Race/Ethnicity of Applicant

City of Lewisville
 2008–2015 HMDA Data

Denial Reason	American Indian	Asian	Black	White	Not Available	Not Applicable	Total	Hispanic (Ethnicity)
Debt-to-Income Ratio	4	43	22	138	48	0	240	75
Employment History	0	6	2	20	3	0	28	3
Credit History	4	18	25	142	38	0	209	54
Collateral	2	14	4	76	10	0	90	13
Insufficient Cash	0	6	1	23	4	0	32	7
Unverifiable Information	1	16	2	34	8	0	57	10
Credit Application Incomplete	1	22	5	80	21	0	118	20
Mortgage Insurance Denied	0	1	0	0	0	0	1	0
Other	1	23	3	54	17	0	88	25
Missing	4	26	5	192	38	0	344	108
Total	17	175	69	759	187	0	1,207	315
% Missing	23.5%	14.9%	7.2%	25.3%	20.3%	%	28.5%	34.3%

Table A.9
Denial Rates by Gender of Applicant

City of Lewisville
 2008–2015 HMDA Data

Year	Male	Female	Not Available	Not Applicable	Average
2008	13.3%	18.3%	17.1%	33.3%	15.2%
2009	10.6%	12.3%	10.8%	.0%	11.2%
2010	16.4%	16.6%	20.0%	%	16.7%
2011	15.4%	15.8%	18.3%	%	15.7%
2012	15.5%	14.6%	26.1%	%	15.9%
2013	11.1%	16.5%	14.3%	%	12.9%
2014	10.5%	12.4%	12.7%	%	11.2%
2015	9.4%	11.0%	12.8%	%	10.1%
Average	13.1%	15.3%	17.1%	25.0%	13.5%

Table A.10
Loan Applications by Selected Action Taken by Gender of Applicant

City of Lewisville
 2008–2015 HMDA Data

Gender		2008	2009	2010	2011	2012	2013	2014	2015	Total
Male	Originated	811	724	630	522	588	723	668	739	4,666
	Denied	124	86	124	95	108	90	78	77	705
	Denial Rate	13.3%	10.6%	16.4%	15.4%	15.5%	11.1%	10.5%	9.4%	13.1%
Female	Originated	405	371	326	283	316	319	312	372	2,332
	Denied	91	52	65	53	54	63	44	46	422
	Denial Rate	18.3%	12.3%	16.6%	15.8%	14.6%	16.5%	12.4%	11.0%	15.3%
Not Available	Originated	68	58	48	49	51	54	55	68	383
	Denied	14	7	12	11	18	9	8	10	79
	Denial Rate	17.1%	10.8%	20.0%	18.3%	26.1%	14.3%	12.7%	12.8%	17.1%
Not Applicable	Originated	2	1	0	0	0	0	0	0	3
	Denied	1	0	0	0	0	0	0	0	1
	Denial Rate	33.3%	.0%	%	%	%	%	%	%	25.0%
Total	Originated	1,286	1,154	1,004	854	955	1,096	1,035	1,179	8,563
	Denied	230	145	201	159	180	162	130	133	1,340
	Denial Rate	15.2%	11.2%	16.7%	15.7%	15.9%	12.9%	11.2%	10.1%	13.5%

Table A.11
Denial Rates by Income of Applicant

City of Lewisville
 2008–2015 HMDA Data

Income	2008	2009	2010	2011	2012	2013	2014	2015	Total
\$15,000 or Below	66.7%	71.4%	60.0%	66.7%	83.3%	100.0%	100.0%	66.7%	72.7%
\$15,001–\$30,000	29.9%	31.8%	41.4%	35.9%	41.0%	32.3%	40.4%	39.4%	36.6%
\$30,001–\$45,000	19.3%	12.0%	22.2%	26.5%	23.4%	14.0%	17.0%	17.5%	19.1%
\$45,001–\$60,000	16.0%	10.1%	15.7%	12.7%	14.3%	12.0%	9.2%	9.1%	12.5%
\$60,001–\$75,000	15.2%	11.3%	10.0%	13.2%	12.5%	8.6%	6.0%	8.7%	10.8%
Above \$75,000	11.2%	7.6%	10.1%	9.6%	6.7%	11.9%	8.8%	7.4%	9.3%
Data Missing	10.5%	27.3%	33.3%	30.0%	35.7%	14.3%	27.8%	13.3%	22.7%
Total	15.2%	11.2%	16.7%	15.7%	15.9%	12.9%	11.2%	10.1%	13.5%

Table A.12
Loan Applications by Income of Applicant: Originated and Denied

City of Lewisville
 2008–2015 HMDA Data

Income		2008	2009	2010	2011	2012	2013	2014	2015	Total
\$15,000 or Below	Loan Originated	1	2	2	2	1	0	0	1	9
	Application Denied	2	5	3	4	5	2	1	2	24
	Denial Rate	66.7%	71.4%	60.0%	66.7%	83.3%	100.0%	100.0%	66.7%	72.7%
\$15,001–\$30,000	Loan Originated	61	45	68	41	49	42	28	20	354
	Application Denied	26	21	48	23	34	20	19	13	204
	Denial Rate	29.9%	31.8%	41.4%	35.9%	41.0%	32.3%	40.4%	39.4%	36.6%
\$30,001–\$45,000	Loan Originated	197	169	161	119	177	154	127	127	1,231
	Application Denied	47	23	46	43	54	25	26	27	291
	Denial Rate	19.3%	12.0%	22.2%	26.5%	23.4%	14.0%	17.0%	17.5%	19.1%
\$45,001–\$60,000	Loan Originated	215	258	204	185	216	213	177	219	1,687
	Application Denied	41	29	38	27	36	29	18	22	240
	Denial Rate	16.0%	10.1%	15.7%	12.7%	14.3%	12.0%	9.2%	9.1%	12.5%
\$60,001–\$75,000	Loan Originated	217	189	144	132	140	170	173	190	1,355
	Application Denied	39	24	16	20	20	16	11	18	164
	Denial Rate	15.2%	11.3%	10.0%	13.2%	12.5%	8.6%	6.0%	8.7%	10.8%
Above \$75,000	Loan Originated	578	483	419	368	363	505	517	609	3,842
	Application Denied	73	40	47	39	26	68	50	49	392
	Denial Rate	11.2%	7.6%	10.1%	9.6%	6.7%	11.9%	8.8%	7.4%	9.3%
Data Missing	Loan Originated	17	8	6	7	9	12	13	13	85
	Application Denied	2	3	3	3	5	2	5	2	25
	Denial Rate	10.5%	27.3%	33.3%	30.0%	35.7%	14.3%	27.8%	13.3%	22.7%
Total	Loan Originated	1,286	1,154	1,004	854	955	1,096	1,035	1,179	8,563
	Application Denied	230	145	201	159	180	162	130	133	1,340
	Denial Rate	15.2%	11.2%	16.7%	15.7%	15.9%	12.9%	11.2%	10.1%	13.5%

Table A.13
Denial Rates of Loans by Race/Ethnicity and Income of Applicant

City of Lewisville
 2008–2015 HMDA Data

Race	<= \$15K	\$15K–\$30K	\$30K–\$45K	\$45K–\$60K	\$60K–\$75K	Above \$75K	Data Missing	Average
American Indian	%	75.0%	27.3%	9.1%	22.2%	35.3%	%	36.2%
Asian	100.0%	34.1%	10.8%	13.1%	17.1%	14.8%	30.0%	16.3%
Black	100.0%	66.7%	25.4%	14.0%	10.0%	10.7%	20.0%	15.9%
White	66.7%	32.2%	18.2%	11.8%	8.1%	7.4%	13.4%	12.3%
Not Available	71.4%	63.6%	38.2%	15.3%	20.0%	12.6%	44.4%	21.9%
Not Applicable	%	%	%	%	%	%	.0%	.0%
Average	72.7%	36.6%	19.1%	12.5%	10.8%	9.3%	22.7%	13.5%
Non-Hispanic	76.5%	32.5%	14.2%	10.8%	9.0%	8.8%	12.7%	11.1%
Hispanic	66.7%	35.7%	27.7%	19.1%	13.6%	9.7%	46.2%	24.2%

Table A.14
Loan Applications by Income and Race/Ethnicity of Applicant: Originated and Denied

City of Lewisville
 2008–2015 HMDA Data

Race		<= \$15K	\$15K–\$30K	\$30K–\$45K	\$45K–\$60K	\$60K–\$75K	> \$75K	Data Missing	Total
American Indian	Loan Originated	0	2	8	10	7	11	0	30
	Application Denied	0	6	3	1	2	6	0	17
	Denial Rate	%	75.0%	27.3%	9.1%	22.2%	35.3%	%	36.2%
Asian	Loan Originated	0	27	166	219	175	491	7	901
	Application Denied	2	14	20	33	36	85	3	175
	Denial Rate	100.0%	34.1%	10.8%	13.1%	17.1%	14.8%	30.0%	16.3%
Black	Loan Originated	0	6	47	111	99	191	4	364
	Application Denied	3	12	16	18	11	23	1	69
	Denial Rate	100.0%	66.7%	25.4%	14.0%	10.0%	10.7%	20.0%	15.9%
White	Loan Originated	7	303	942	1,192	946	2,760	58	5,421
	Application Denied	14	144	210	160	83	222	9	759
	Denial Rate	66.7%	32.2%	18.2%	11.8%	8.1%	7.4%	13.4%	12.3%
Not Available	Loan Originated	2	16	68	155	128	389	15	667
	Application Denied	5	28	42	28	32	56	12	187
	Denial Rate	71.4%	63.6%	38.2%	15.3%	20.0%	12.6%	44.4%	21.9%
Not Applicable	Loan Originated	0	0	0	0	0	0	1	1
	Application Denied	0	0	0	0	0	0	0	0
	Denial Rate	%	%	%	%	%	%	.0%	.0%
Total	Loan Originated	9	354	1,231	1,687	1,355	3,842	85	8,563
	Application Denied	24	204	291	240	164	392	25	1,340
	Denial Rate	72.7%	36.6%	19.1%	12.5%	10.8%	9.3%	22.7%	13.5%
Non-Hispanic	Loan Originated	4	154	837	1,320	1,103	3,185	62	5,756
	Application Denied	13	74	138	160	109	307	9	721
	Denial Rate	76.5%	32.5%	14.2%	10.8%	9.0%	8.8%	12.7%	11.1%
Hispanic	Loan Originated	3	187	327	229	127	271	7	985
	Application Denied	6	104	125	54	20	29	6	315
	Denial Rate	66.7%	35.7%	27.7%	19.1%	13.6%	9.7%	46.2%	24.2%

PREDATORY LENDING

Table A.15
Originated Owner-Occupied Loans by HAL Status

City of Lewisville
2008–2015 HMDA Data

Loan Type	2008	2009	2010	2011	2012	2013	2014	2015	Total
Other	1,128	1,084	952	819	887	1,077	1,011	1,155	6,958
HAL	158	70	52	35	68	19	24	24	426
Total	1,286	1,154	1,004	854	955	1,096	1,035	1,179	7,384
Percent HAL	12.3%	6.1%	5.2%	4.1%	7.1%	1.7%	2.3%	2.0%	5.8%

Table A.16
Loans by Loan Purpose by HAL Status

City of Lewisville
2008–2015 HMDA Data

Loan Purpose		2008	2009	2010	2011	2012	2013	2014	2015	Total
Home Purchase	Other	1,128	1,084	952	819	887	1,077	1,011	1,155	6,958
	HAL	158	70	52	35	68	19	24	24	426
	Percent HAL	12.3%	6.1%	5.2%	4.1%	7.1%	1.7%	2.3%	2.0%	5.8%
Home Improvement	Other	126	54	59	46	39	56	64	71	444
	HAL	11	8	4	7	4	3	7	4	44
	Percent HAL	8.0%	12.9%	6.3%	13.2%	9.3%	5.1%	9.9%	5.3%	9.0%
Refinancing	Other	569	1,365	1,429	1,433	1,404	1,115	529	760	7,844
	HAL	71	72	15	12	8	8	5	1	191
	Percent HAL	11.1%	5.0%	1.0%	.8%	.6%	.7%	.9%	.1%	2.4%
Total	Other	1,823	2,503	2,440	2,298	2,330	2,248	1,604	1,986	17,232
	HAL	240	150	71	54	80	30	36	29	2,647
	Percent HAL	11.6%	5.7%	2.8%	2.3%	3.3%	1.3%	2.2%	1.4%	13.3%

Table A.17
HALs Originated by Race of Borrower

City of Lewisville
2008–2015 HMDA Data

Race	2008	2009	2010	2011	2012	2013	2014	2015	Total
American Indian	0	0	0	0	0	0	0	0	0
Asian	9	7	3	0	2	2	0	0	23
Black	10	2	2	0	1	0	0	0	15
White	127	56	47	30	58	16	18	23	352
Not Available	12	5	0	5	7	1	6	1	36
Not Applicable	0	0	0	0	0	0	0	0	0
Total	158	70	52	35	68	19	24	24	450
Non-Hispanic	71	47	23	12	15	10	4	3	182
Hispanic	73	18	28	17	46	7	16	18	205

Table A.18
Rate of HALs Originated by Race/Ethnicity of Borrower

City of Lewisville
 2008–2015 HMDA Data

Race	2008	2009	2010	2011	2012	2013	2014	2015	Average
American Indian	.0%	.0%	.0%	.0%	.0%	.0%	.0%	.0%	.0%
Asian	7.3%	5.1%	2.2%	.0%	2.2%	1.2%	.0%	.0%	2.6%
Black	15.9%	3.6%	4.3%	.0%	2.4%	.0%	.0%	.0%	4.1%
White	13.1%	6.5%	6.4%	4.9%	7.9%	2.1%	2.5%	2.9%	6.5%
Not Available	10.1%	5.4%	.0%	5.2%	8.5%	1.1%	6.1%	.9%	5.4%
Not Applicable	%	.0%	%	%	%	%	%	%	.0%
Average	12.3%	6.1%	5.2%	4.1%	7.1%	1.7%	2.3%	2.0%	5.8%
Non-Hispanic	7.3%	5.0%	3.1%	1.8%	2.1%	1.1%	.5%	.3%	3.2%
Hispanic	37.2%	14.1%	16.9%	17.2%	31.7%	6.1%	11.8%	10.8%	20.8%

Table A.19
Loans by HAL Status by Race/Ethnicity of Borrower

City of Lewisville
 2008–2015 HMDA Data

Race	Loan Type	2008	2009	2010	2011	2012	2013	2014	2015	Total
American Indian	Other	7	5	4	4	2	4	4	8	30
	HAL	0	0	0	0	0	0	0	0	0
	Percent HAL	.0%	.0%	.0%	.0%	.0%	.0%	.0%	.0%	.0%
Asian	Other	115	129	136	98	90	163	147	184	878
	HAL	9	7	3	0	2	2	0	0	23
	Percent HAL	7.3%	5.1%	2.2%	.0%	2.2%	1.2%	.0%	.0%	2.6%
Black	Other	53	53	44	41	41	59	58	94	349
	HAL	10	2	2	0	1	0	0	0	15
	Percent HAL	15.9%	3.6%	4.3%	.0%	2.4%	.0%	.0%	.0%	4.1%
White	Other	846	808	682	584	679	761	709	764	5,069
	HAL	127	56	47	30	58	16	18	23	352
	Percent HAL	13.1%	6.5%	6.4%	4.9%	7.9%	2.1%	2.5%	2.9%	6.5%
Not Available	Other	107	88	86	92	75	90	93	105	631
	HAL	12	5	0	5	7	1	6	1	36
	Percent HAL	10.1%	5.4%	.0%	5.2%	8.5%	1.1%	6.1%	.9%	5.4%
Not Applicable	Other	0	1	0	0	0	0	0	0	1
	HAL	0	0	0	0	0	0	0	0	0
	Percent HAL	%	.0%	%	%	%	%	%	%	.0%
Total	Other	1,128	1,084	952	819	887	1,077	1,011	1,155	8,113
	HAL	158	70	52	35	68	19	24	24	450
	Percent HAL	12.3%	6.1%	5.2%	4.1%	7.1%	1.7%	2.3%	2.0%	5.8%
Non-Hispanic	Other	900	888	730	657	712	881	806	906	5,574
	HAL	71	47	23	12	15	10	4	3	182
	Percent HAL	7.3%	5.0%	3.1%	1.8%	2.1%	1.1%	.5%	.3%	3.2%
Hispanic	Other	123	110	138	82	99	108	120	148	780
	HAL	73	18	28	17	46	7	16	18	205
	Percent HAL	37.2%	14.1%	16.9%	17.2%	31.7%	6.1%	11.8%	10.8%	20.8%

Table A.20
Rates of HALs by Income of Borrower

City of Lewisville
2008–2015 HMDA Data

Income	2008	2009	2010	2011	2012	2013	2014	2015	Average
\$15,000 or Below	.0%	.0%	.0%	.0%	.0%	%	%	.0%	.0%
\$15,001–\$30,000	47.5%	8.9%	14.7%	17.1%	26.5%	7.1%	14.3%	5.0%	20.1%
\$30,001–\$45,000	20.3%	7.7%	8.7%	8.4%	17.5%	1.9%	7.1%	11.0%	10.9%
\$45,001–\$60,000	14.0%	6.6%	3.4%	3.2%	4.2%	1.4%	3.4%	2.3%	4.9%
\$60,001–\$75,000	9.2%	4.8%	.0%	.8%	3.6%	1.2%	1.7%	2.1%	3.2%
Above \$75,000	6.6%	5.6%	5.0%	3.0%	2.8%	1.6%	.4%	.0%	3.0%
Data Missing	5.9%	.0%	.0%	.0%	.0%	.0%	.0%	.0%	1.2%
Average	12.3%	6.1%	5.2%	4.1%	7.1%	1.7%	2.3%	2.0%	5.8%

Table A.21
Loans by HAL Status by Income of Borrower

City of Lewisville
2008–2015 HMDA Data

Income		2008	2009	2010	2011	2012	2013	2014	2015	Total
\$15,000 or Below	Other	1	2	2	2	1	0	0	1	9
	HAL	0	0	0	0	0	0	0	0	0
	Percent HAL	.0%	.0%	.0%	.0%	.0%	%	%	.0%	.0%
\$15,001–\$30,000	Other	32	41	58	34	36	39	24	19	283
	HAL	29	4	10	7	13	3	4	1	71
	Percent HAL	47.5%	8.9%	14.7%	17.1%	26.5%	7.1%	14.3%	5.0%	20.1%
\$30,001–\$45,000	Other	157	156	147	109	146	151	118	113	1,097
	HAL	40	13	14	10	31	3	9	14	134
	Percent HAL	20.3%	7.7%	8.7%	8.4%	17.5%	1.9%	7.1%	11.0%	10.9%
\$45,001–\$60,000	Other	185	241	197	179	207	210	171	214	1,604
	HAL	30	17	7	6	9	3	6	5	83
	Percent HAL	14.0%	6.6%	3.4%	3.2%	4.2%	1.4%	3.4%	2.3%	4.9%
\$60,001–\$75,000	Other	197	180	144	131	135	168	170	186	1,311
	HAL	20	9	0	1	5	2	3	4	44
	Percent HAL	9.2%	4.8%	0.0%	.8%	3.6%	1.2%	1.7%	2.1%	3.2%
Above \$75,000	Other	540	456	398	357	353	497	515	609	3,725
	HAL	38	27	21	11	10	8	2	0	117
	Percent HAL	6.6%	5.6%	5.0%	3.0%	2.8%	1.6%	.4%	.0%	3.0%
Data Missing	Other	16	8	6	7	9	12	13	13	84
	HAL	1	0	0	0	0	0	0	0	1
	Percent HAL	5.9%	.0%	.0%	.0%	.0%	.0%	.0%	.0%	1.2%
Total	Other	1,128	1,084	952	819	887	1,077	1,011	1,155	8,113
	HAL	158	70	52	35	68	19	24	24	450
	Percent HAL	12.3%	6.1%	5.2%	4.1%	7.1%	1.7%	2.3%	2.0%	5.8%

B. FAIR HOUSING FORUM PRESENTATION

Lewisville 2017 Assessment of Fair Housing



2017 Assessment of Fair Housing

Sponsored by
The City of Lewisville

Welcome!

Lewisville Fair Housing Forums 1 November 15, 2016



Why Are We Doing This?

Entitlements must:

Certify that they are Affirmatively Furthering Fair Housing (AFFH) as a condition of receiving federal funds from HUD

Lewisville Fair Housing Forums 2 November 15, 2016

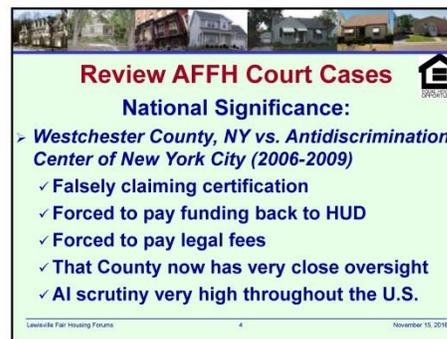


Past Fair Housing Studies

Over the past 20 years, AFFH meant Preparing an Analysis of Impediments to Fair Housing Choice (AI):

1. Conducting an AI – Identify barriers
2. Taking action on impediments, if impediments/barriers were found
3. Maintaining records of actions

Lewisville Fair Housing Forums 3 November 15, 2016



Review AFFH Court Cases

National Significance:

- *Westchester County, NY vs. Antidiscrimination Center of New York City (2006-2009)*
- ✓ Falsely claiming certification
- ✓ Forced to pay funding back to HUD
- ✓ Forced to pay legal fees
- ✓ That County now has very close oversight
- ✓ AI scrutiny very high throughout the U.S.

Lewisville Fair Housing Forums 4 November 15, 2016



Review AFFH Evolution

Key Points In Time:

- GAO report castigating HUD - 2010
- Proposed Rule for AFFH - 2013
 - ✓ Inclusive neighborhoods
 - ✓ Reduce highly concentrated poverty
 - ✓ Increase access to community assets
 - ✓ Reduce disproportionate share for minorities
- Final Rule Published - July 8, 2015

Lewisville Fair Housing Forums 5 November 15, 2016



2017 Lewisville AFH

Now AFFH means:

1. Conduct an Assessment of Fair Housing (AFH) – must use HUD data and must use HUD “Assessment Tool”
2. Identify fair housing *issues*
3. Addressing *contributing factors*
4. Prioritize *fair housing goals & actions*

Lewisville Fair Housing Forums 6 November 15, 2016

November 15, 2016: Page 1

Lewisville
2017 Assessment of Fair Housing

Operating within Context of:

- A **fair housing issue** is a condition that restricts fair housing choice or access to opportunity.
- A **contributing factor** creates, contributes to, perpetuates, increases the severity of one or more fair housing issues.
- Fair housing **goals/actions** represent things that are committed to and must be done to accomplish the AFFH duty

Lewisville Fair Housing Forum 7 November 15, 2016

Today's Forum Meeting:

- Introduce you to our new AFFH duty
- Show you HUD-provided indices
- Provide context for the study
- Discuss preliminary findings
- Gain your input and your perspective on **fair housing issues** and **contributing factors** in Lewisville

Lewisville Fair Housing Forum 8 November 15, 2016

Who is protected?

Protected classes under state and federal law:

Race, color, religion, familial status, sex, disability, and national origin

Lewisville Fair Housing Forum 9 November 15, 2016

2017 Lewisville AFH

Population by Race and Ethnicity
Lewisville
2010 Census & 2014 Five-Year ACS

Race	2010 Census		2014 Five-Year ACS	
	Population	% of Total	Population	% of Total
White	62,263	65.3%	73,778	74.5%
Black	10,661	11.2%	8,975	9.0%
American Indian	623	.7%	146	.1%
Asian	7,362	7.8%	7,777	7.9%
Native Hawaiian/ Pacific Islander	67	.1%	87	.1%
Other	11,236	11.8%	3,454	3.5%
Two or More Races	3,048	3.2%	4,922	5.0%
Total	95,260	100.0%	99,939	100.0%
Non-Hispanic	67,507	70.8%	69,088	69.8%
Hispanic	27,753	29.2%	29,951	30.2%

Lewisville Fair Housing Forum 10 November 15, 2016

2017 Lewisville AFH

Lewisville Fair Housing Forum 11 November 15, 2016

2017 Lewisville AFH

HUD's Analysis AFFH Includes:

- RCAP and ECAP evaluation
- Segregation analysis
- Disparities in access to opportunity
- Disproportionate housing needs
- Disability and access analysis
- Fair housing enforcement, outreach capacity, and resource analysis

Lewisville Fair Housing Forum 12 November 15, 2016

Lewisville
2017 Assessment of Fair Housing

#1: RCAP and ECAP

- RCAP and ECAP areas must have 40% Poverty and 50% or more non-white
- Hence, there are no RCAPs or ECAPs in Lewisville

Lewisville Fair Housing Forum 13 November 15, 2016

#2: Segregation Analysis: The Dissimilarity Index

Dissimilarity Trends

Lewisville
2016 HUD AFFH Database

Racial/Ethnic Dissimilarity Index	1990	2000	2010
Non-White/White	17.41	20.04	26.87
Black/White	23.36	19.72	30.57
Hispanic/White	19.68	31.86	37.82
Asian or Pacific Islander/White	26.36	25.42	36.12

Interpreting the Dissimilarity Index

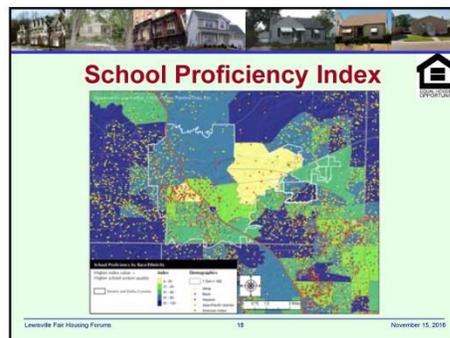
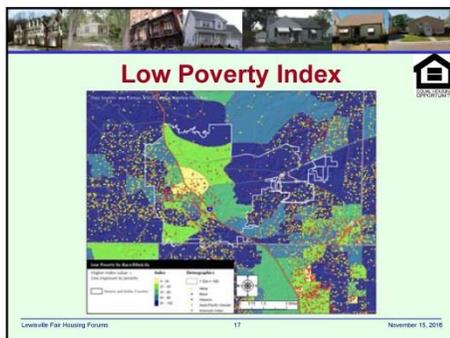
Measure	Values	Description
Dissimilarity Index	<40	Low Segregation
(range 0-100)	40-54	Moderate Segregation
	>55	High Segregation

Lewisville Fair Housing Forum 14 November 15, 2016

#3: Disparities in Access to Opportunity

- Areas of Opportunity are physical places
- Identified through quantitative means, such as an index by Census Tract
- Seven indexes: low poverty, school proficiency, labor market engagement, transit trips, low transportation cost, job proximity, and environmental health

Lewisville Fair Housing Forum 15 November 15, 2016



Lewisville
2017 Assessment of Fair Housing

#4: Disproportionate Housing Needs Those with Housing Problems:

- Experiencing overcrowding: more than one inhabitant per room
- Having incomplete kitchen or plumbing facilities
- Experiencing cost-burdens
- Housing costs over 30% of income

Lewisville Fair Housing Forum 19 November 15, 2016

Unmet Housing Needs Households with Problems

Housing Problems by Race, Ethnicity, and Household Type
Lewisville
2008-2012 HUD CHAS Data

Disproportionate Housing Needs	Lewisville		
Households experiencing any of 4 housing problems*	# with problems	# households	% with problems
Race/Ethnicity			
White, Non-Hispanic	6,308	21,729	29.02
Black, Non-Hispanic	1,580	3,770	41.91
Hispanic	3,020	8,045	48.75
Asian or Pacific Islander, Non-Hispanic	910	2,359	38.58
Native American, Non-Hispanic	85	120	70.83
Other, Non-Hispanic	440	1,899	40.04
Total	12,235	37,135	35.64
Household Type and Size			
Family households, <5 people	5,665	19,345	29.28
Family households, 5+ people	2,240	3,940	66.85
Non-family households	5,335	13,845	38.53

Lewisville Fair Housing Forum 20 November 15, 2016

Unmet Housing Needs

Lewisville Fair Housing Forum 21 November 15, 2016

#5: Disability and Access

Persons with Disabilities in Lewisville
2010-2014 ACS Data

Hearing difficulty	2,152	2.40
Vision difficulty	921	1.03
Cognitive difficulty	3,149	3.52
Ambulatory difficulty	3,594	4.00
Self-care difficulty	1,443	1.61
Independent living difficulty	2,384	2.66

Lewisville Fair Housing Forum 22 November 15, 2016

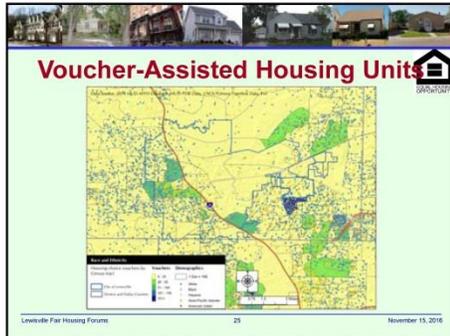
Concentration Of Residents With Disabilities

Lewisville Fair Housing Forum 23 November 15, 2016

Public-Assisted Housing Units

Lewisville Fair Housing Forum 24 November 15, 2016

Lewisville
2017 Assessment of Fair Housing



#6: Fair Housing Enforcement Housing Complaints

Fair Housing Complaints by Basis of Complaint

City of Lewisville

2008-2016 HUD Data

Basis	2008	2009	2010	2011	2012	2013	2014	2015	2016	Total
Disability	2		2	2	1	1	3		4	15
Race	6	2	1				2	1		12
Sex	1						1	1		3
Family Status				1						2
National Origin				1						1
Retaliation	1									1
Total	11	2	4	3	1	1	6	2	4	34
Total Complaints	8	2	3	3	1	1	4	2	4	28

Lewisville Fair Housing Forum 27 November 15, 2016

#6: Fair Housing Enforcement Housing Complaints

Fair Housing Complaints by Issue of Complaint

City of Lewisville

2008-2016 HUD Data

Basis	Total
Discriminatory terms, conditions, privileges, or services and facilities	17
Discrimination in terms/conditions/privileges relating to rental	7
Failure to make reasonable accommodation	7
Discriminatory refusal to rent	6
Discriminatory acts under Section 818 (coercion, Etc.)	5
Discriminatory financing (includes real estate transactions)	2
Discriminatory refusal to rent and negotiate for rental	2
Discriminatory refusal to negotiate for rental	1
False denial or representation of availability - rental	1
Total Issues	48
Total Complaints	28

Lewisville Fair Housing Forum 25 November 15, 2016

#6 Cont. FH Enforcement Home Lending

Purpose of Loan by Year

Lewisville

2008-2015 HUD Data

Purpose	2008	2009	2010	2011	2012	2013	2014	2015	Total
Home Purchase	2,874	2,871	2,384	1,993	2,123	2,346	2,180	2,367	16,781
Home Improvement	396	206	154	189	167	143	182	184	1,437
Refinancing	1,972	3,261	3,128	3,231	3,089	2,693	2,223	1,768	18,543
Total	5,242	6,338	5,762	5,413	5,399	5,092	4,546	4,315	36,761

Occupancy Status for Home Purchase Loan Applications

Lewisville

2008-2015 HUD Data

Status	2008	2009	2010	2011	2012	2013	2014	2015	Total
Owner-Occupied	2,668	2,760	2,265	1,852	1,964	2,125	1,955	2,411	15,560
Not Owner-Occupied	204	109	114	137	162	208	220	215	1,154
Not Applicable	2	2	5	4	7	13	5	11	38
Total	2,874	2,871	2,384	1,993	2,133	2,346	2,180	2,367	16,781

Lewisville Fair Housing Forum 29 November 15, 2016

Home Lending

Loan Applications by Action Taken

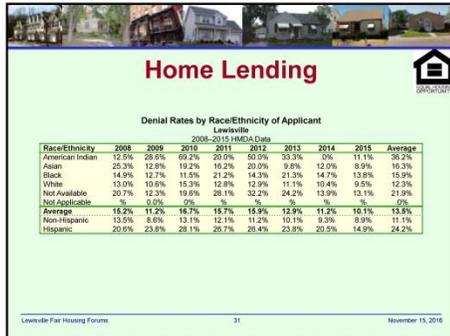
Lewisville

2008-2015 HUD Data

Action	2008	2009	2010	2011	2012	2013	2014	Total
Loan Originated	1,266	1,154	1,004	854	950	1,096	1,170	7,394
Application Approved but not Accepted	131	70	133	58	68	53	70	563
Application Denied	230	145	201	159	180	162	133	1,207
Application Withdrawn by Applicant	165	128	128	103	124	178	181	1,007
File Closed for Incompleteness	25	29	18	20	14	35	17	159
Loan Purchased by the Institution	815	1,210	781	658	602	621	522	5,199
Preapproval Request Denied	8	13	0	0	0	0	0	21
Preapproval Approved but not Accepted	7	3	0	0	1	0	0	11
Total	2,668	2,760	2,265	1,852	1,964	2,128	1,989	15,889
Denial Rate	19.2%	11.2%	16.7%	16.7%	16.8%	12.8%	11.2%	13.9%

Lewisville Fair Housing Forum 30 November 15, 2016

Lewisville
2017 Assessment of Fair Housing



**Lewisville
2017 Assessment of Fair Housing**

2017 Lewisville AFH

Contact Information

Lewisville lead contact:

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Grants Coordinator
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Lewisville Fair Housing Forum 37 November 15, 2016

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C. PUBLIC INVOLVEMENT DOCUMENTATION

The following presents a transcript of the November 1, 2016 public input meeting.

Comment 1: OK, thank you very much. Do we have any questions?

Comment 2: Is there a copy of the survey?

Presenter: There is, yes.

Comment 3: Can we see the survey?

Presenter: Would you like to see a copy of the survey?

Comment 4: We would like to see it.

Presenter: OK, you can have that. We had a staff meeting a couple of hours ago and we presented it to the City and we talked about it. It hasn't been finally approved yet. I guess he would like to answer that question.

Comment 5: You can see the draft that has a few comments on it scribbled in.

Comment 6: Then how will it be delivered to the public?

Presenter: There of course will be printed forms at each of the meetings and printed forms distributed. There is also and it is actually survey monkey online version and email distribution will be created and submitted to the community and various groups and individuals. So when you get your announcement with the survey link embedded you can click on that link and go to it. I would certainly encourage you to forward it to anyone you can think of especially your realtors and property managers, friends and others in the housing industry to get their opinion.

Comment 7: Do we know what mailing list? Will we be using residents that have water bills or...

Presenter: We do not have time to do a mailing.

Comment 8: You said emails. How are we and what pool of emails are we using?

Presenter: I am depending on the City to address that.

Comment 9: At this time we are emailing it to a few groups that we have. Groups of homebuyers and grant applicants that have gone through our programs and social service agencies, realtors associations. We have several groups that we are going to ask to distribute the survey to their members, but there is to an email list of the general population. This won't be something that every household receives.

Presenter: We also will be posting it on social media, but I want to emphasis this is not statically drawn survey. This is, if you will, a judgmental survey. We are just trying to get everyone we can think of to participate.

Comment 10: I guess my thought was there was a good pool of people mentioned, but more of the persons maybe not in homes, but in apartments. We have a lot of apartment complexes in Lewisville. To get the survey out to those parties, to find out what their needs are, and maybe get them into homes. I guess was why I was asking that question.

Presenter: If we can post it on the bulletin board on the front that you can go to this link. We can have printed copies delivered. It is entirely up to the City to do.

Comment 11: I think that would be a good idea.

Comment 12: Is it going to be in any other languages besides English?

Presenter: We can do whatever language you want. I am assuming if you want to have a Spanish survey that is common. We have done them in Russian, Korean, Chinese, or Spanish.

Comment 13: We will probably look at Chin, because we do have a huge population.
(Crosstalk)

Comment 14: We know where that population resides and to not just be sending them out at random.

Presenter: It is open to everyone.

Comment 15: So the survey approach is that something specific to our process or is that something that HUD recommended?

Presenter: HUD recommends they actually have a formula for trying to determine how many languages you need to produce for an analysis. Roughly, if you have 1,000 residents who have English as a second language and whatever that English is then you should probably think about having access to those languages. It doesn't necessarily mean they all have to be printed like at the public meetings. You might need verbal translates if an announcement has been made that a verbal translation was needed. It is considered a special service. You just need to give advance notice.

Comment 16: To clarify, the forum as a data gathering tool is that recommended by HUD?

Presenter: Is this one?

Comment 17: No, so let me step back a bit. My questions are more related to the data that is being used to provide, to fill out the form and turn it back to HUD. So at some point you mentioned that the data is provided by HUD itself. So what other data are we actually asking for and are there or is there guidance from HUD on how to collect that information.

Presenter: Guidance from HUD. Remember they just went through 20 years of getting in trouble so they have a manual. They enough, the collection of local data and whatever local data might be. We are going to collect the survey and that is local data. We are going to collect input at the public input meetings and that is local data. We are also going to do housing compliant data and that is local data. We are going to go talk with Francis Espinoza at the Fair Housing Center and talk and see what they have and see if they can contribute something. So that is local data and we also have lending.

Comment 18: So in other words the guidance from HUD is to collect local data and to your team and us how to do that.

Presenter: That is correct.

Comment 19: Can I talk a moment. I know that we have at least one audience member that can't stay. Can we open it up to if we have questions or comments from the audience and then get back to committee questions?

Comment 20: Yes, please. Are there any citizen comments? Please go ahead and come up front and give your name and address as well. Thank you.

Comment 21: My question really actually also pertains to the data. I live in the Lewisville area and am not currently a resident in Lewisville, but I attend church here. My question has to do with the types of questions that are asked. What types of data is that you are going to be collecting. I heard you say it is about lending. So it is going to include some of the information about the loans that are available to people to move out of rental properties perhaps and purchase housing. What other types of data is that you are going to be looking for from residents as well as providers, housing providers?

Presenter: To clarify the lending information is what is reported by the Home Mortgage Disclosure Act. So that represents people who have completed or have started a loan application. We will determine in analyzing that data how many applications were completed. Some of them don't get completed and others and what the financial institution what the decision they made. So it is banks and nonbanking institutions that runs the full range of entities. There is a threshold by which they need to report under HMDA, but it is nearly all financial institutions. The survey is another instrument that we are using. It doesn't ask did you apply for a loan? It asks are you a renter or a homeowner? Then it asks more about what your experiences are and what is your knowledge about these various things? There is a private sector transaction and public sector transactions and it kind of gets a measure of the understanding that people and particularly stakeholders have about fair housing. The other types of data are both qualitative, such as denied is a qualitative data and a quantitative of course is HMDA and you can quantitatively talk about the housing complaints that came forward and address the issues. We are not going to open every individual complaint record and look at those, but those complaints are summarized. For example we always submit a letter, a Freedom of Information Act request to HUD. Those went to HUD last week before we signed a contract. I was hoping we would finish. They give us 22 workdays, Monday through Friday. So

hopefully we will get that in time to put it in the document. So that period of time we have is a little bit driving our process, but we are going to collect as much as we can.

Comment 22: My other question has to do with distribution of the instrument itself and presumably when you talk about fair housing it addressed the local people who fall into a lower economic status, correct. So then you want to get as much feedback from some of those types of populations as possible.

Presenter: I am open to getting and the survey can be filled out by anyone and I am hoping that everyone can do one. There is theoretically no limit to the size of the sample since it is online and every citizen can.

Comment 23: But they have to be aware.

Comment 24: Two more questions and then I will stop. I promise. How long is the survey?

Presenter: It is a few pages. It should take and online it should take approximately ten minutes or less.

Comment 25: Can she see the draft?

Comment 26: So can we consider...can I see it? Can we consider then the City making copies for distribution at some of the local churches?

Presenter: That would be excellent. I am all in favor of it.

Comment 27: African American, Hispanic.

Comment 28: We certainly can and we will be looking for social service providers to help us distribute them as well.

Comment 29: I volunteer at three churches, Hispanic, African American, and Chin.

Presenter: That would be wonderful. Thank you

Comment 30: I look forward to getting the results.

Comment 31: Thank you. As a follow-up to one of the questions she asked. How important is it to know some of the demographic information of the people filling out the survey or is it just purely data that we are looking for?

Presenter: I am actually having some trouble hearing you,

Comment 32: Is this better?

Presenter: A little bit yes.

Comment 33: So, how important is it to have the demographic information of the people filling out the survey or are you just looking for the data from the survey?

Presenter: HUD has requested the demographics of participants to the public engagement process. They haven't requested the demographics to the survey. Since the survey is not a statically sample. If you were to collect that that wouldn't be that meaningful. We couldn't generalize it. So we typically use census data to character is the attributes of the population. There is 2000 and 2010 and the American Community Survey which is done very year and that is through 2004 currently.

Comment 34: OK, thank you.

Comment 35: I just find that odd because the answers are going to be different based on the demographic of the person that is answering, who is answering or taking the survey. So I am just trying to figure out are they just going to by how that person answered to figure out, why they wouldn't want to know the demographics of the person that is doing it. I understand that they are only looking for statistical data, but I mean just like the lady back there. I mean the whole purpose or the premise behind it is to make sure that certain demographics of people that were being affected by unfair lending practices or discriminatory practices. I am just trying to understand why they would not want to know who is filling out the survey monkey.

Presenter: I couldn't and I do not know what is going on in HUD head.

Comment 36: It almost defeats the purpose of having it. Everyone is going to answer differently accordingly to their interaction with the mortgage lender, with you know exactly.

Presenter: Actually it is important to get a broad perspective. So I am OK with that. The sample should represent everyone who has been involved with housing or housing transactions. Those

people who made housing choices. If they chose to stay with a rental or only purchase. I think we will hear about that.

Comment 37: I don't know what based on the questions I guess. My concern was do we just go by a template based or where do we get our questions from? I ask that because it doesn't seem that we asked any questions specific to our Lewisville residents and what they specifically like some of the things we know go on specifically in our town to try to get information about to address our town specifically or our city?

Comment 38: Not Discernable

Comment 39: No, because asking if you are aware of housing ordinances or regulations or plans within the city doesn't really tell you what some of those challenges are. That just shows are you aware and then the level of your awareness. It is a very subjective question and I am not sure how that tells you what someone challenges are in the City of Lewisville when it comes to housing because they vary. These question I have is I don't see how they help us address those issues specifically for our residents in the best way that we can.

Comment 40: Is there time for us to make updates to the survey?

Presenter: Pardon me?

Comment 41: Is there time for us to make updates to the survey?

Presenter: It is up to you guys.

Comment 42: We want to have it out by the end of this week basically. You can send me comments. If you can send me comments tomorrow we will bounce them back with him and see what we can conclude.

Comment 43: I also think we have one more resident that wanted to make a comment.

Comment 44: I am the Director of Chin Community Ministry. Lewisville is the home to what is called a spontaneous refugee community.

Comment 45: Please go ahead and get closer to the microphone. This is also being recorded. I can hear you fine, but just in case.

Comment 46: My name is Becky Nelson and I am the Director of Chin Community Ministry which is a non-profit that works to equip the 3,500 Chin refugees that have chosen to settle in Lewisville and we are concentrated in zip code 75067 and some of the poverty housing that was mentioned is where the Chin reside. I represent of the 3,500 approximately, 3,500 Chin who live in Lewisville I have on my database meaning that I have helped them in the last five years. I represent 638 households for about a 2,500 Chin people that I have statics for. Of those statics the households we are moving into houses. The Chin are moving into houses. It fits their multi-generational lifestyle because they can have more than one income. They can have three or four incomes, because they often live with an aunt and I am talking young. Most of everybody is young because the others cannot make it out of Burma. So I have complied for you and I don't know if this is valuable, but I did make a copy for you of where we are concentrated. The biggest issue that I see based on that you presented is the percentage of income that goes to housing. Basically, the housing apartments that are concentrated in zip code 75067 their rent has doubled since 2010. What used to be a \$550 two bedroom apartment is now running about \$1,100. If a Chin person and not just Chin or other people or population, Hispanic and other ethnic groups that are making and we are 95 percent employed in Lewisville right now. Every day I get a call saying we will take more Chin people to work. So we are heavily heavily employed. However we are now up to approximately \$11 an hour. For a one person income at 40 hours a week, that equals \$1760 a month and you are paying out \$1,100 in rent. The housing is not extravagant. My office is in Basswood apartments. We stay on the edge of even the acceptable housing. The others are a little bit better and Basswood is much better since the city has really worked with them, but basically you would call us Class C or Class D housing which means that the housing is over 30 years; I believe is the distinction in multi-family housing. That Class C housing is 30 years old and Class D housing tends to be past 30 years old. If you look at when Basswood was built you know that it is close to being Class D housing which is the lowest type of housing and yet the rent is still up to about \$1,250. That does include utilities,

but it is still way beyond. So what that means is that we are required to have two income housing and sometimes three income and the kind of pressure that is putting on means that the oldest child because when they come from Burma that have to go into 9th grade because Burma does not have any kind of educational system. So they go into 9th grade and that means that they are older when they go into 9th grade and as soon as they hit 17 the family requires them to quit school whether they have a high school diploma or to. So that they can provide the third income. That is what is the effect of the housing. The other problem that we have is a shortage of that kind of housing. Again, I remind you they are the working poor. They are working and some of them are working two to three jobs in order to provide for their family, but even with two people working making \$11 an hour and most of the women do not make \$11 an hour they usually make \$9. So even if they did make \$11 you are looking at still 50 percent of your income going for housing that is and would not pass most people in Lewisville, the rent is Lewisville probably would not consider totally acceptable. So I just brought that and I had this information as to where we are. We have 110 houses representing 200 households. Vista on the Park is our largest. They are the ones that have gone the highest in rent. We have 127 households there. Oaktree we have 103. Basswood we are down to 63. People are trying to move out as fast as they can and saving money to try and get out. Willow Ridge is 55 and then it goes on down from there. So all of our apartment complexes are approximately aging housing. Nobody ever builds Class C housing if it is based on aging. So the next question will be where they migrate. They are trying to get out of Basswood. They went over to Vista on the Park, but again the biggest issue is simply the percentage of income that has to be spent on housing.

Comment 47: Thank you.

Comment 48: Does anyone have any questions for me? I will be glad to distribute surveys, etc. to the Chin but it will need Hakha Chin translation. The biggest difficulty is conceptual. You can have the words, but are they aware of fair housing. So a lot of it would just be based on the concepts that would be necessary.

Comment 49: So how difficult would it be to get a translation of the survey?

Comment 50: That is a question for Becky.

Comment 51: How difficult would it be to get a translation into Chin? I was under the impression that it would be pretty difficult.

Comment 52: The difficulty with translating into Chin is that Chin does not have and it is a very simple language and it doesn't have the concepts that we have. So we just finished a recycling brochure for the city. There is no word for plastic. So basically we used the English word plastic because that is the only and how can you describe plastic. So there is that kind of issue with translation. The other issue is of course that those methods of dissemination would not be and most of them do not use internet, email. The Census Bureau tried really hard. I am really curious to see if we showed up on the Census this year or whenever. In the past they didn't show up. Now the Census Bureau has actually contacted us and we have actually had Census people come in and we have translated so that they can get Census information. I have the names, addresses, and phone numbers if anybody wants to say they we only have ten Chin people in Lewisville. I will tell you that we have 3,500. So to answer your question it is difficult, but again I think the question that you asked is what kind of information you want to get if you want to know what they think is unfair they can tell you that. It is unfair that you only get things fixed when it is time to get fixed. There is a lot of unfairness that goes on with poverty housing. It takes a long time to get something fixed and if we have to we go to the city.

Comment 53: Is that the kind of information we are looking for in this survey?

Comment 54: As a committee yes.

Comment 55: Do you have ideas on how you want to use this data that is helpful?

Presenter: I do have ideas and I guess I will talk with him about any additional data that you would like to collect and how we might use that.

Comment 56: It seems to me that it is going to be a discussion about access their ought to be a plan to talk about expanding access if that access is not being met. If people are not having either adequate or enough supply of housing available to them then perhaps the plan ought to be how do we create more accessible or available affordable housing and how do we make those opportunities available to people in ways that are useful?

Presenter: Thank you. Our objective is to reach our goals, fair housing goals and they are whatever you choose. If you choose the goal that she is talking about then we will talk about that goal and what actions you might need to take to accomplish that goal over the next five years. There is a timeline. There are specific things you will need to be responsible for if you choose to go there.

Comment 57: How big of a part is the survey play in figuring out our fair housing goals?

Presenter: I am really sorry. I just can't seem to understand what is coming back over here.

Comment 58: How big of a role does the survey play in figuring out what Lewisville's fair housing goals are?

Presenter: It is part of the puzzle. The puzzle has a lot of pieces and it is one of those pieces. I like to include the survey because it is a measure of what people understand. If they lack understanding it tells us something. If they understand things incorrectly that also tells us something. If they have been experiencing something particular that will tell us also. So each of those pieces we can draw from the survey. As an answer as to how you promote a certain housing for a certain group. I am not sure that the survey per say, but across all the different pieces of data that we collect and the policies that we are going to suggest, I am not going to suggest policies. I am going to suggest notions for you, the community to consider and your elected officials will have to decide what those are at some point and later on you will need to decide how much money. Is it just staff that will do these or will we set aside some money from HUD or other resources to take action on these things. So that is where we are headed exactly what this young lady talked about here. How are you going to make this housing available? Is that a priority for you, then we will write it up. This is really about you. It is not about me. I am just the guy who is turning the crank if you will. Trying to get it together for you.

Comment 59: I have a question for you. I know in looking at the up there you were talking about the disability. The disability, the citizens with disability. Will there be any type of classes, I was looking at the survey and of course one of them it says, don't know. That is yes, no, and don't know. So will there a class or any type of education for the people to...

Presenter: Education and outreach is not a current piece of the element of what my firm is providing to the city. We are focusing just on the study, but I do believe outreach and education has a very important role in fair housing, because as this lady here has suggested and numerous people don't have an understating about what that means. What their landlord obligations are, what their tenant obligations are. So I am all in favor of outreach and education, but it is to my role to preform outreach and education.

Comment 60: To clarify that can you, based on the surveys and based on the data analysis that his firm is going to give us that can be one of the goals or policies that we develop.

Presenter: That is correct.

Comment 61: Having said that are there any other public comments?

Comment 62: Basically, what I am trying to get a better handle on is I guess overall plan of action like so I haven't seen the survey so I do not know what is being asked, but the thing I want to find out is are we trying to figure out how to make more people homeowners or are we what is the ultimate goal I guess. The survey is supposed to answer or get a plan of action for what? Does that make sense?

Comment 63: The goal of the whole process is to analyze what our fair housing issues are and to develop any strategies that help us move towards solving any of the issues that we identify, which is basically saying and HUD knows that our resources are limited. We have a certain amount of grant funding per year, not to say that cities can't also use other funding sources. So we will be trying to identify realistically. So homeownership programs could be a goal, but so could outreach

and education or so could development or rehabilitation of existing multi-family housing. It is hard to address housing cost from what we can do, but there are a number of and the process will suggest strategies.

Comment 64: It sounds to me that it is less about homeownership to let people have a place to live so renters included. There is a copy of the survey up here and over there if you want to take a look at it. It looks like the survey is more and you can correct me if I am wrong, but my impression is the survey is to see what the awareness of fair housing is and maybe possibly an opinion of it, but not really the application of fair housing laws or the effectiveness of fair housing laws. So that is not what the survey seems to be about. It is more about people and if you want to take the survey what do you know about fair housing and what do you think of it, the end. So I think part of what our struggle is how is that opinion and that qualitative data really going to translate to quantitative.

Comment 65: To a plan of action.

Comment 66: That is something that I am struggling with and just by my very quick glance at that survey. I know that there is only a two month turn around for whatever the final thing that we are turning into HUD is. I think it will also help us to understand what exactly are the data points that HUD is requiring from us and how can we make sure that the data we are collecting is going to be representative of our city by January.

Comment 67: The survey is adding to what the HUD data that we have and other data that we will be collecting.

Presenter: It seems like you implied a question on whether or not the survey is required by HUD and the answer is no it is not. This is something that I have found over the years to be useful instrument. You are right we are engaging the understanding of fair housing, but not just fair housing law, but a lot of attributes of fair housing, because to communicate with the public we need to understand where they are at. That is the tool. We can get wrapped around the axel and spend weeks and months and try to figure out which question to ask and so on. I want to remind you that I need to deliver a draft for internal review this month to the city and so all of that is done. I am just hoping to get a few responses. We had one customer who was in Louisiana who had a very long time to do the survey and we received roughly 4,300 surveys. That was our best survey. Other jurisdiction and it doesn't matter if you are a state of a million square miles and we have done them there too. Sometimes the surveys somehow it doesn't reach and it is the same method, but somehow it doesn't reach and people don't care, I am not sure what, but it is important to participate. These other methods we have to look at the data that HUD has provided and I will not get into the details, but there are plenty of problems with HUDs data and HUDs maps and all of this other stuff and the online portal you can't even use the document as a public document because there is no maps and no data. It is just narrative. It is just like not formatted or anything, but that is another matter for us to discuss like how do we get the word out, but we are on a very unusually tight schedule. I would not recommend to do it this way next time when you proceed to do this five years from now.

Comment 68: Is there a reason why we are on this timeline?

Presenter: I do not know what the timeline. It is a very challenging event because this is the first time. I mean on the other hand HUD has dropped the ball. We have a state and after we did this Assessment of Fair Housing, HUD says actually we do not have the tool ready maybe it will be ready next year. Then we found out that we have put your state in with a couple of other states and we are going to do a pilot next year. So it will not be ready until the following year. But you have to use it to submit your Consolidated Plan. Fortunately for an entitlement such as you guys you have it and it is totally useable for you.

Comment 69: So I am assuming you have been speaking regarding the survey and what not. Do we have a direction on where we think our goals are going? What direction we are going in so maybe we can change our train of thought about what the survey currently reads.

Presenter: We have a scope of work and so that is the road map that I will follow.

Comment 70: Do you mean what the goals may be in the plan?

Comment 71: It seems like the question is right now and we don't know what the goal is so our problem is it doesn't provide for us Lewisville data. So if we had goals and we knew where the City wanted to go with the plan.

Comment 72: We don't really want to prejudge those goals necessarily, but there are and could you speak to some of the common comments in assessments that you have done and some of the types of strategies that were adopted or could be adopted?

Presenter: Outreach and education is always there. Some jurisdictions want to go and conduct education for perspective homeowners so they understand the distinction between what is a predatory instrument and what is not a predatory instrument. There is also the education of rental communities and what is a reasonable rental lease and what is not. There is also of course fair housing testing and that, but those are all of the AI pieces. This is kind of new and it is more about what your community will do with your HUD dollars. If you do this well enough to pass HUDs OK then you get your money. If you don't do it well enough you will get to do it again and again until it gets done and we are not sure what that is, because no one has been passed off on one yet. The Assessment of Fair Housing have not been done. They are just starting to come in.

The following present a transcript of the November 15, 2016, public input meeting.

Fair Housing Forum

Comment 1: Within our neighborhoods we have the Chin who have increased. Is that in that group anywhere at this time?

Presenter: The Chin I believe are in Asian/Pacific Islander.

Comment 2: This data is taking off the Census Bureau data, right? So it was under reported in the Census and this information is also unreported.

Presenter: I am sorry. What was that?

Comment 3: Is this information based on the Census data?

Presenter: Yes it is.

Comment 4: So if any information was under reported or misrepresented in the Census then might be (Not Discernable) I think we were talking to and she was saying that it is under reported.

Presenter: Yes, most certainly for those people who don't want to participate in being counted in the Census and there are many. They would not be reflected in these numbers.

Comment 5: That population was growing around the same time that this data was being collected so are local knowledge is probably and that they are not represented fully.

Presenter: The question that I always and asked is OK, so these populations are growing whether it is the Chin or Hispanics or whatever. Are they selectively choosing to live close to one another or not? If they choose that then we are reaching a false conclusion that they were forced to do that. So this is the choice we need to make when we try to interpret that.

(Presentation)

Comment 6: Are churches in there included?

Presenter: Pardon me?

Comment 7: Are churches included?

Presenter: Churches, no.

Comment 8: I know the Muslims or Orthodox are increasing too in our nation. Temples, etc.

Presenter: The Muslims religion is not a part of this particular scale. HUDs data does have some limitation.

(Presentation)

Comment 9: The difference between number of problems with number of households. Those figures under number of problems are those individual figures?

Comment 10: See it says number with problems and then it has the numerical figures. So that numerical figure is that representing one person and that racial group and the number of households? See the first column. Can we get some clarity as to?

Presenter: This is the number of households and this is the number of problems.

Comment 11: I know. So the numbers of problems is that individual problems? One person problems within that racial makeup?

Presenter: No, it is one household. A household might be Native American/non-Hispanic or Hispanic only household.

Comment 12: So almost 57 percent of households that are (Not Discernable) have problems.

Presenter: This one is likely to be cost burden and overcrowding. The number of households with a number of problems like plumbing and whatnot they are at 0.4 percent. It is tiny.

Comment 13: You have that a family is really more than one person to a bedroom is reasonable to expect.

Presenter: Per room.

Comment 14: Oh, per room. Not per bedroom.

Presenter: Not per bedroom. Per room.

Comment 15: Interesting.

Comment 16: That was a good point to clarify.

Presenter: Right, it is not number of bedrooms it is number of rooms. So you might have a kitchen, living room, bedroom.

Comment 17: So if you are one person and you only have a kitchen you are OK? I am trying to follow that whole train of thought.

(Presentation)

Comment 18: With respect to difficulty what does that include and how is that measured at this point? How is that measured? How do they determine that population, based on school data?

Presenter: The American Community Survey, it is a survey of households. It is a sample. The sample might vary from year to year, but it is a sample so the people who answered that question from that household answered it yes/no.

(Presentation)

Comment 19: There is not any public data. There is public housing.

Comment 20: See that orange blot.

Presenter: It is this house. Location of public housing units. There is one right here.

(Crosstalk)

Comment 21: You find that anything with government assistance in those areas.

Presenter: That is interesting. HUD does not tell me. This is HUDs data.

Comment 22: Do you see an address? Can you tell where that is, because we probably know?

Comment 23: Is that Basswood maybe.

(Crosstalk)

Comment 24: Basswood is not public housing.

Comment 25: It is income subsidized housing.

(Crosstalk)

Comment 26: Public housing is different from Basswood.

Comment 27: I have seen and we know we have several apartment communities that have assistance of some form or another such as low-income housing tax credits or bond financing and I am not sure which one of those, but it is something that I am going to look into and give them a list so that we can compare that.

Presenter: That thing that I as an analyst have some challenges with is HUD has provided an assessment tool like all of these indices of opportunity there is really a technical discussion, like the one on the environment is 16 years old, school proficiency is about 4th grade only. So they are very specific. The location is drawn from these housing of these vouchers. It is drawn from their databases. There is no way to know how old that is or how new that is. This is drawn from the data

in 2016, but how old is that data? Is it 20 years old, or two months old? I do not know. There is no documentation, but we have shaded some of the Census tracts so you have an idea.

(Presentation)

Comment 28: These are total number of complaints. Does HUD keep data on and can you tell us what HUD does to verify complaints or investigate complaints?

(Presentation)

Comment 29: These do include the ones that were dismissed?

Presenter: Yes and no. Everything is in this diagram and this chart. Both of those which...

Comment 30: So all of it is?

Presenter: I mean you had to do something to take it forward even if you didn't keep good records, which is usually how it gets dismissed.

Comment 31: I was wondering if the City of Lewisville has a Fair Housing Department?

Presenter: It is not a department.

Comment 32: We do not. There is a Fair Housing Ordinance which just mirrors; it just basically says the same thing as Federal Law. I am designated as the Fair Housing Officer, but not empowered by any city ordinance to investigate. So basically I would still forward somebody to HUD.

Comment 33: So you wouldn't take the complaint?

Comment 34: I would document it, but I would still forward it to HUD to take any actions or investigation on. I get very few and it has been several years since I have had a single call.

Comment 35: I thought we had a neighborhood, a new department?

Comment 36: Our Neighborhood Services Department after we reorganized is called Neighborhood Services. That includes our office with Community Block Grants and includes Neighborhood Services Coordinator that is liaison to neighborhood associations and then it also includes building inspectors, code enforcement.

(Presentation)

Comment 37: ...Do they know that they are being discriminated against?

Presenter: Very good point.

Comment 38: Or the practice is so prevalent that they are just used to it and accept it.

(Not Discernable)

Comment 39: A lot of them are afraid of retaliation.

Presenter: That is right. HUD actually tracts retaliation. There was one retaliation in a protected class.

(Presentation)

Comment 40: On the survey what is the cut off on that?

Presenter: I am not going to cut it off until the thing is done, but I am done at the end of the month.

(Presentation)

Comment 41: In case you were trying to write that down you can also go to cityoflewisville.com, our website that you are familiar with housing. It will get you there as well or if you saw an advertisement or a flyer for this meeting it is probably on that as well.

(Presentation)

Comment 42: Is there a question that pertains to costs, price point type of costs?

Presenter: Not really.

Comment 43: Are conditions making it difficult for people?

Presenter: I think that is irrespective of your protected class. I think we all face that. I think in many ways we all face the same problems, but housing not just here, but nationally it is going crazy. Some places are like ridiculous.

Comment 44: I know compared to others Texas is not that bad, but in actually it is really difficult for households that are under \$100,000 to purchase a home.

Presenter: I appreciate what you are saying and I think that is absolutely true.

Comment 45: So is there any way that that is addressed in this process.

Presenter: The availability of housing I think that is more fully addressed in considering the Consolidated Plan. If we were to determine that the price of housing had a disparate impact on certain protected classes the answer would be yes. I mean it may if you can tell me that it does then I can look into it and see if I can demonstrate.

Comment 46: Do you know what the average house/home cost for the city is?

Comment 47: The median price is \$230,000. The average is...

Comment 48: Is that 2016?

Comment 49: Yes.

Comment 50: That is the most recent. It has been varying somewhere between \$215 and \$230,000. I don't know if we determined if whether that included or not include Castle Hills. So I don't know whether Castle Hills which a lot of people do consider Lewisville, but technically it is not Lewisville yet.

Comment 51: Do you know how much median area income is?

Comment 52: It is about \$54 or \$55,000

Comment 53: Because we work with this HUD program I am always going back to and I am always thinking of the wider area, but I don't recall that number right now.

(Crosstalk)

Comment 54: My question is the relationship of HUD with lending like Lending Tree or another one. My question is I have run into a situation where I was looking at modification and I don't know if you have experiences on surveys relating to those lending organizations, but basically they would give my family a modification down to 3 or 2.5 percent that then they add balloon on it of almost the same amount. So we didn't take it, but both the lending people do something like that and charge almost an extra \$49 or \$50,000. Does HUD regulate them?

Presenter: There are seven federal agencies that regulate all of the financial institutions. HUD does regulate some. They are typically manufactured home lenders and there are problems with those guys. We see the biggest problems occurring in places like Mississippi.

Comment 55: That is a home lending conversation.

Presenter: Go back to your question again.

Comment 56: Modification, they are going to bring us down to 2.5 percent, but then 15 years from now or 20 years from now you have to pay almost the same price. They call it a balloon payment.

Presenter: We did not include earlier years in this analysis. I have been doing it a long time and the housing market was booming in 2005 and 2006, booming, but our analysis we can also do it here. Our analysis we are able to uncover subprime lending activity and the portion of householders that get just like who got denied we can see who got the subprime loans and it was minority's households.

(Presentation)

Comment 57: Their justification is that they are this is probably the best for people who are so far down in the hole that they can't get out, but like if you family is doing OK, but why would they just represent it as congratulations you are approved on this.

Presenter: If you want my opinion it may not be based in fact, but I can tell you these lenders package lots of loans and sell that as a debt collateralize instrument on the market place and somebody buys that and they shift that risk away.

Comment 58: I know when I got into and when I started this job and got into understanding housing a little bit more and lending. I had to shift my mindset. I thought of banks as a place where you went and had a service and I thought they were all very similar, but they do have sales offices and they are trying to sell products.

Presenter: Sometimes they will deny you and deny you and deny you and the interest rate will keep going up until there is such a time where you are so emotionally invested that they got you.

(Presentation)

Comment 59: Lack of affordable housing and with you finding and seeing the concentration and even if someone does have a Section 8 voucher they are concentrated in certain areas and so I

would like to and I will tell you I work for a housing authority in Denton and we have families who live here in Lewisville and I think that the city needs to look at affordable housing and they also need to look at where it is placed.

Comment 60: I think they do have affordable housing in all the surrounding sister cities and Lewisville does have the most number of affordable housing there is. If you compare to.

(Crosstalk)

Comment 61: Our appraised values...

(Crosstalk)

Comment 62: That maybe the thing that people are probably starting to assume that we don't have affordable housing because the rental values have gone up, but compared to surrounding sister cities we have affordable housing.

Comment 63: The problem is...

Comment 64: Where do you define that?

Comment 65: Affordable housing to me is a home. You can get a home in Lewisville for \$150/170.

Comment 67: Where?

Comment 68: So what is your definition of affordable housing?

Comment 69: Affordable rental housing.

Comment 70: Like apartment...

(Crosstalk)

Comment 71: There are two problems. When people get vouchers they have a hard time finding a place to use them and I guarantee you that is a problem, but even though Lewisville does have more affordable housing than one of the adjoining cities who have definitely not shouldered their share of the burden, but even though they don't there is still a need for more affordable housing and that is the biggest problem. The problem is we get called all the time and people just cannot find affordable housing. The adjacent cities need to shoulder some of the burden. Everywhere does.

Comment 72: I think some of the concentrations along 35 probably has to do with some of the old zoning that we had where a lot of our multi-family was zoned along those corridors and things like that so that is where apartments were built and so that is where they are now. So, we do have sort of and we are constrained a little bit by our building environment.

Comment 73: So the zoning rules maybe an area and the reason why we have a concentration.

Comment 74: (Not Discernable)

Comment 75: That is just what I was thinking too and along the lines of if there is available housing at the rates for sale of \$150,000, where are they and what is the quality of that house?

Comment 76: Low quality.

(Crosstalk)

Comment 77: And it is probably concentrated in one area.

Comment 78: No doubt. It seems to me that that should be expanded.

Comment 79: We also have to keep in mind that in Lewisville we, it is struggle and because of everything that is going on between Vision 2025. People according to the survey, people want more homes that they can upgrade from your starter home to your middle home. There is really not going to be a lot of affordable homes, because that is not what the residents wanted. So that is the thing that is being worked on in 2025 according to the survey that we got is people wanting more higher end homes and less multi-family homes and everything like that.

Comment 80: You have to be careful as a city in a community, because people that need affordable housing are the people that are working in the schools, they work for the city, they work for the fire department, the police department, they work in the restaurants, so if there is nowhere in your city for people of that income range to live who do those jobs then that means they all have to go somewhere else and try to get transportation to drive back to your community in order to work at your jobs. So is that really what you want the city to look like?

Comment 81: I understand that, but those people need to participate in what is going on. These forums are open to everyone so it is the majority of the time it is the homeowners who are invested in this community that own a home that come out and participate in these.

Comment 82: That is because most of the lower income people are working two jobs and they don't have the luxury of time.

Comment 83: If they don't give their voice then...

Comment 84: You should make sure you understand what the purpose of this is. This is to talking about those people that you are talking about. This is talking about minorities, low-income families. So that is what this is about. If your direction and your feedback are all coming from there you might want to rethink the direction that you are coming from, because that is to what this is about. This isn't about building homes for people that want a \$230,000 house.

Comment 85: What is the average apartment rent a month is it like \$1,000 or \$1,500?

Comment 86: One bedroom is around \$1,500.

(Crosstalk)

Comment 87: We did a rent survey and there are some apartment's available in the \$800s, but many of those you still have to pay utilities on top of that, but it is and I don't know the average pretty much from the high \$700s to \$1,350.

Comment 88: Families can barely afford to rent those.

Comment 89: Right and the places with those units and all apartments are pretty full.

Comment 90: Even a little starter home...

Comment 91: Fox and Jacobs, because I have lived in Lewisville for almost 40 years. The little Fox and Jacobs starter homes I think they rent for like \$1,500 a month.

Comment 92: That would be right, but I am just talking about apartments.

(Crosstalk)

Comment 93: We are landlocked and what people want moving forward it not conducive to being done, but other cities around us that have way more land where they can accommodate affordable housing.

Comment 94: So I think one of the problems is we were developed mostly in the 80s and the 90s when suburban development was very like get a big tract of land and put a bunch of houses that were all the same size and so you don't have the diversity of different houses and sizes. Here is a multi-unit and here is a single family mixed together and that was a sort of and now we have the land problem where and if we did have zoning laws that said you have to create multi-family and single family in a development we just don't have that land. So we have to you known it is very hard to redevelop single family areas because everybody owns their own little piece.

Comment 95: You do that over time.

Comment 96: We do have a development, but it just kind of lends itself to concentrations in certain areas.

Comment 97: I think that first of all they did an incredible job when they rebuilt the City Hall. It is just incredible, but as that side of town grows you are going to see a lot of transition from those older home on big lots to people buying and building the commercial on the first floor and three and four stories. When they do that they have got to incorporate affordable housing somewhere. It may a lot a of the land might not be there, but there is going to be redevelopment. There are other apartment complexes in the city that really the you know...

Presenter: Did you have a question?

Comment 98: Can you go back to the list of potential observation. I think I heard somebody say that they might be under reporting of fair housing issues. Over eight years there are what 40?

Presenter: Yes, I did say that.

Comment 99: So over eight years there are only 40 and she hasn't heard of any in several years. So the point that people are not coming out and saying anything, maybe one of the points we should make is questioning the number of complaints is that an actual fair number and if not then we need

to educate our population about fair housing issues. (Crosstalk) Did you know that you are being scammed and here is your form to make your voice heard?

Comment 100: By and large for the most part people who live in this part of the metro-plex aren't looking to find the least expensive housing that is available in the area. They are just looking to be able to afford where they live. If a household has an income of \$60,000 or \$70,000 where can they purchase a home? Are they condemned to rental for the rest of their lives? That is the point.

Comment 101: You can buy a home...

Comment 102: I don't think so. Which is a decent living, but can you buy a home with that? Not likely.

Comment 103: Is that the objective for HUD is home purchase or just having a place to live?

Comment 104: I think it is both.

Presenter: For this study we are trying to determine how people are treated in the housing transaction whether that is homeownership or rental. If they are treated and I don't want to say incorrectly, but say improperly then what can we do about that? On one hand we certainly need to educate people so they understand how they are being treated and then they can do something about that, but we also need to educate those providers whether that is a financial instrument or a rental lease so they too understand.

Comment 105: I honestly don't know if that is a correct number of complaints or not. My knowledge is that I know people who are familiar, but housing conditions in Lewisville.

Comment 106: I am sure it is off. Those people first of all I can tell you are not educated and don't have the time to go get trained, because they are too busy just trying to put the food on the table.

Comment 107: They don't know. They have to deal with income taxes.

Presenter: Your point is really well taken. Somebody who is denied a place to rent they just go and find the next one.

(Crosstalk)

Comment 108: Then they go and try to find something in the concerted area where people look like them.

Comment 109: I just wanted to add the information as far as average family household income in Lewisville. I looked it up online and I am seeing about \$58,000 and then the HUD income limits that we use to base on first-time home buyers assistance program is the Dallas-Fort Worth statically area and that is about \$72,000 and that is a household of four and the marker.

(Presentation)

Comment 110: I am a realtor by trade and when we start a transaction all of our disclosure is upfront. So we tell our clients about fair housing laws and what their rights are. Are apartment complexes not doing that? Are they not required to tell people when they come into fill out an application that there are fair housing laws?

Presenter: I think that is a very good question.

Comment 111: I understand that the greater Dallas...

Comment 112: I just signed a new apartment lease and if we look through everything there is mention of any kind of discriminations, but that wasn't necessarily pointed out to me.

Comment 113: There should be a disclosure in Spanish and English.

Comment 114: I think the majority of the time people in the apartment is credit and I think they are being denied for credit. I am assuming it is.

(Crosstalk)

Comment 115: I know that the apartment associations provide fair housing training and I am not sure what the requirements for leasing agents are to get that. I know a lot of property; the corporate owned apartments will make sure that their managers and leasing agents occasionally get fair housing training.

LEGAL NOTICE

The **notice below** is to run in the **Denton Record-Chronicle** paper on the following dates:

FRIDAY, December 2, 2016

PUBLIC NOTICE: The City of Lewisville is soliciting public comment on the Assessment of Fair Housing to be submitted to the U.S. Department of Housing and Urban Development (HUD). The upcoming 2017 Consolidated Plan for Housing and Community Development requires an Assessment of Fair Housing identifying impediments to fair housing, contributing factors to fair housing issues and goals the City may adopt to address fair housing issues over the next five years.

Public Review and Comment Period

The document is available for viewing from 5:00 p.m., Friday, December 2, 2016 until noon on Tuesday, January 3, 2017 at 151 W. Church St., at the Building Inspections counter at City Hall and at the reference desk of the City Library. For information or to submit comments, contact: Jamey Kirby at (972)219-3780 or jkirby@cityoflewisville.com. The Assessment will also be posted by 5:00 p.m. on Monday, Dec. 5, 2016 to www.cityoflewisville/housing.

Public Hearing

The City is soliciting input from residents. Comments received during the review period will be considered before submission of the plan to HUD. Additionally, a public hearing will be held before the City Council on Monday, December 19, 2016 at 7:00 p.m. at Old Town City Hall, 151 W. Church St.

2016 Assessment of Fair Housing

The Assessment analyzes segregation and economic opportunities of protected classes under the Fair Housing Act such as racial and ethnic minorities, persons with disabilities, families with children and the national origin of residents. It further analyzes fair housing complaints, mortgage disclosure data, disproportionate housing needs, publicly supported housing and fair housing education and enforcement.

PUBLIC HEARING

**EXCERPTED DRAFT MINUTES
COMMUNITY DEVELOPMENT BLOCK GRANT
ADVISORY COMMITTEE (CDBGAC)**

Tuesday, November 1 2016

The Community Development Block Grant Advisory Committee convened at 7:15 p.m. in the City of Lewisville Council Chambers, Eric Page presiding.

Committee Members

Present:

Eric Page, Chair
Debbie Fu, Vice Chair
Latashia Sherrod
Robert Paul
Deniese Sheppard
Tamela Bowie

Committee Members

Absent:

Sarah McLain

Staff Members

Present:

Laura Mitchell, Grants Specialist
Jamey Kirby, Grants Coordinator

Guests: See attached sign-in sheet

Item 1: Eric Page called the meeting to order and announced the presence of a quorum.

Item 2: Latashia Sherrod requested a correction to the minutes regarding the discussion prior to the committee deciding it would not form a sub-committee for planning. She then made a motion to approve the minutes of October 18, 2016 with the stated corrections. The motion was seconded by Debbie Fu and passed unanimously.

Item 3: Eric Page introduced the CDBG Advisory Committee, gave a brief introduction of consultant Robert Gaudin of Western Economic Services (WES) and the Assessment of Fair Housing. Robert Gaudin presented information regarding the new rule for Affirmatively Furthering Fair Housing and provided a general overview of the Assessment of Fair Housing tool that WES will use to compile the report to be sent to the U. S. Department of Housing and Urban Development (HUD) in early January. The final product will include identification of fair housing issues, contributing factors, and a list of strategies.

The committee's questions focused on the process of the fair housing assessment. The audience members asked questions regarding the survey for public input and the assessment's process as well.

Becky Nelson of Chin Community Ministry provided information about where the Chin population is concentrated in Lewisville naming several apartment complexes. She said affordable rent is still a big barrier for their success.

PUBLIC HEARING

**EXCERPTED DRAFT MINUTES
COMMUNITY DEVELOPMENT BLOCK GRANT
ADVISORY COMMITTEE (CDBGAC)**

Tuesday, November 15, 2016

The Community Development Block Grant Advisory Committee convened at 6:30 p.m. in the Community Room at the Municipal Annex, Eric Page presiding.

Committee Members

Present:

Eric Page, Chair
Debbie Fu, Vice Chair
Robert Paul
Sarah McLain
Tamela Bowie

Committee Members

Absent:

Latashia Sherrod
Deniese Sheppard

Staff Members

Present:

Laura Mitchell, Grants Specialist
Jamey Kirby, Grants Coordinator

Guests: See attached sign-in sheet

Item 1: Jamey Kirby announced that there was not a quorum present for a committee meeting but that the consultant would still give an informational presentation to audience members.

Item 2: Jamey Kirby gave a brief introduction of consultant Robert Gaudin of Western Economic Services (WES) and the Assessment of Fair Housing. Robert Gaudin presented information regarding the new rule for Affirmatively Furthering Fair Housing and provided a general overview of the Assessment of Fair Housing tool that WES will use to compile the report to be sent to the Department of Housing and Urban Development (HUD) in early January.

Eric Page, Debbie Fu, and Robert Paul arrived at 6:44 p.m., making a quorum for the meeting. Mr. Gaudin continued with the presentation including some preliminary findings:

- Fair housing complaints indicate there are some discriminatory terms and conditions in rental markets and there are sometimes failures to make reasonable accommodations for persons with disabilities.
- So far surveys show that there is a lack of understanding of fair housing laws and practice.
- Minorities have higher mortgage denial rates.
- Housing problems include that many households experience cost burden, a measure of affordability.
- There are disparities in access to opportunity depending on race/ethnicity.

The committee heard comments from the public and from housing providers in attendance including: a need for affordable housing inventory, section 8 vouchers are concentrated in certain areas, and zoning or previous development acting as a barrier to housing needs. A complete transcript of the comments will appear in the Assessment of Affordable Housing document.

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: December 7, 2016

SUBJECT: **Approval of an Agreement for Architectural Services With Brown Reynolds Watford Architects, Dallas, Texas to Serve as Architects for the Design of Fire Stations No. 3 and No. 8 in the Amount of \$770,800; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

In accordance to Texas Government Code, Chapter 2254, the selection of an architect must be based on demonstrated competence and qualifications to perform the required services.

ANALYSIS

The City previously selected Brown Reynolds Watford Architects to design Fire Station No. 7 and the Joint Police/Fire Training Facility. Based on this experience and the firm's experience in designing facilities for other fire agencies, Brown Reynolds Watford Architects is being recommended for the design of Fire Stations No. 3 and No. 8.

The fee of \$770,800 is approximately 9.6% of the estimated construction cost of \$7,975,800. This fee is in line with industry standards of approximately 10% of construction costs charged for design of new construction. The set fee will not change, regardless of actual construction costs.

RECOMMENDATION

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

MEMORANDUM

TO: Donna Barron, City Manager
FROM: Tim Tittle, Fire Chief
DATE: December 8, 2016
SUBJECT: **Approval of an Agreement for Architectural Services With Brown Reynolds Watford Architects, Dallas, Texas to Serve as Architects for the Design of Fire Stations No. 3 and No. 8 in the Amount of \$770,800; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The fire department has funding to begin design of two new fire stations in FY 2016-17. Voters approved the relocation of Station 3 as part of the 2015 bond program. Station 3 is being relocated from 195 Corporate Drive to Round Grove Road in an effort to improve response times to the growing southwestern part of the City. The project was funded at \$4.9M. In addition, funding was approved in the FY 2016-17 Fire Control District to add an eighth fire station on Josey Lane to better serve east Lewisville and Castle Hills. The budget for Station 8 is \$4.29M.

The City of Lewisville will use a Construction Manager at Risk to provide preconstruction and construction services for both Fire Stations 3 and 8. As part of that process, staff has worked with the Peak Performance Group in an effort to determine the projected cost of the two fire stations. Peak has estimated that the two projects are over budget by \$1.75M.

The projected time line for the projects is based on the Construction Manager at Risk being selected by the end of February 2017, and the architect completing the construction plans by the end of June 2017. Construction would then begin in July and would be completed in twelve to fourteen months or September 2018.

The Fire Control District budget plan also includes funding of 18 firefighters/paramedics for FY 17-18 budget at an annual cost of \$1.75M. However, the hiring of the staff will be delayed one year due to the construction timeline. Staff will be recommending that the \$1.75M funding instead be moved to the construction budget to be distributed between the two stations to meet the budget shortfall.

ANALYSIS

The City has selected Brown Reynolds Watford Architects (BRW) to design both Fire Stations No. 3 and 8. BRW designed Fire Station No. 7 and the joint Police/Fire Training Facility. Based on the quality work on those previous projects and their experience in designing fire stations, staff supports their selection as the architect on both Station 3 and 8.

RECOMMENDATION

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



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

B101-2007 v.1 (05-23-16) CM City of Lewisville

AGREEMENT made as of the ____ day of _____ in the year Two Thousand Sixteen (2016)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Lewisville, Texas
151 West Church Street
Lewisville, TX 75057-3927

and the Architect:
(Name, legal status, address and other information)

Brown Reynolds Watford Architects
3535 Travis Street, Suite 250
Dallas, TX 75204

for the following Project:
(Name, location and detailed description)

ARBH File: Lewisville 5376.0004 Fire Stations No 3 and 8

Fire Station No. 3
SEC Round Grove Road/FM 3040 and
Meadowglen Drive

Fire Station No. 8
SWC Josey Lane and
Planned Lakewood Hills Drive

Architectural and Engineering Services for the City of Lewisville Fire Stations No. 3 and 8.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Exhibit A attached hereto and incorporated herein for all purposes.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

August 2017

- .2 Substantial Completion date:

Substantial Completion shall be on or about August 2018.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation, which adjustments shall be submitted in writing by Architect and approved by Owner prior to becoming effective.

Init.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, which representative shall be acceptable to Owner.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.) The following insurance shall be required of the Architect and shall be written by an insurance company having an A minus rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

- 1. Worker's Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$500,000 per Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

- 2. Architect's and Engineer's professional liability insurance coverage with minimum of \$500,000 per claim prior to the start of construction, and \$2,000,000 limit per claim following the start of construction, exclusive of any cost of defense. If the Professional Liability coverage is on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment.

- 3. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations):
 - (a) Bodily Injury: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate
 - (b) Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate
 - (c) Products and Completed Operations to be maintained for two years after final payment: \$2,000,000 Aggregate

- 4. Business Auto \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- 5. Valuable papers insurance coverage with minimum value of \$100,000.

- 6. Umbrella Excess Liability:
 - (a) Over Primary Insurance: \$1,000,000 Each Occurrence

If the General Liability coverage is provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil,

structural, roofing, mechanical, and electrical engineering services and other specialty consultants required to address the needs of the Project, including but not limited to interior design, landscape architectural services, and specifications as more fully specified below:

- Architectural and interior design;
- Landscape architecture, including irrigation system design;
- Civil engineering, including utilities, paving, grading, and drainage;
- Structural engineering, including slab-on-grade or structural slab foundation and building framing. Light gauge steel framing (as applicable) shall be a delegated-design performance specifications based on structural criteria;
- Mechanical, electrical, and plumbing engineering, including mechanical HVAC and controls, electrical power and lighting, plumbing domestic water, sanitary, and natural gas. Fire sprinkler and fire alarm system shall be a performance specification;
- ICC-500 storm shelter design as required by the 2015 IBC;
- Construction cost estimates at 100% Schematic Design and 100% Design Development phases. The CM at Risk shall also provide construction cost estimates at the 100% Schematic Design, 100% Design Development, and 50% Construction Documents phase;
- Separate Construction Documents for each fire station;
- Selection and specification of hard-plumbed and hard-wired equipment, such as, but not limited to, ice machines, gas ranges, kitchen hoods, dishwashers, garbage disposals, extractor, air compressor and piping. This excluded plug-in equipment and appliance, such as refrigerators. These items will be included in the general construction contract and not packages as a separate bid package or contract;
- Evaluation and scoring of CM at Risk Qualifications and one (1) short-list meeting. Also participation and scoring in CM at Risk interviews;
- Texas Accessibility Standards, (TAS) project registration, plan review submittal, and response to questions. Also TAS site inspection at completion of construction and response letter. The plan review and site inspection fees are a reimbursable expense;

Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Owner's consultants and the Construction Manager. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's written approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the completion of the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review of each phase (Schematic Design, Design Development, and Construction Documents phases), including completed contract documents, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause (which shall promptly be defined in detail, and submitted in writing to the Owner), be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

Init.

§ 3.1.6 The Architect shall be responsible, with the assistance of the Owner, for preparation and timely submittal of documents required for approval or recording by all governmental agencies having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by said governmental agencies at no additional charge to the Owner.

§ 3.1.7 The Architect agrees to make presentations at up to two (2) public meetings as a part of Basic Services. Presentations or attendance at other meetings in connection with the performance of Architect's services, including City Council meetings, meetings with City staff, and team meetings with Contractor, will also be deemed part of Architect's Basic Services. The Architect acknowledges and agrees that during the process of developing the Contract Documents, the Project may require numerous trips for site inspections and meeting with the Owner at the Project site, the Owner's offices, or the Architect's offices, and that some of such meetings may be requested by authorized representatives of either the Architect or of the Owner. The Architect acknowledges that the number of such meetings is not possible to anticipate and agrees that it has included professional time for as many such trips as may be required or directed by the Owner to complete such services. The Architect agrees that attending such meetings shall not constitute Additional Services of which additional compensation may be requested or claimed.

§ 3.1.8 The Architect shall assist the Owner in the preparation of qualifications evaluations and participate, if requested, in interviews for the selection of a Construction Manager at Risk to perform the Work.

§ 3.1.9 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. Through the Schematic Design Phase, the Architect shall review the progress of the Work at 50% and 100% completion with the Owner's Designated Representative and the Construction Manager, if already engaged by Owner when the phase is 50% complete and 100% complete. The Schematic Design Documents shall include:

- (1) A conceptual Site Plan, scaled accurately, to depict all features of the site, including but not necessarily limited to drives, parking, streets, alleys, easements, finish floor elevation and site contours, location of existing utilities, and the building location indicating proposed sidewalks and other site appurtenances. The site plan shall bear a schedule indicating the acreage of the site, the area of the site

proposed for concrete or asphalt paving, the total area of the building, and area of proposed covered walks and overhangs.

(2) Floor Plan or plans, drawn to scale, indicating the dimensions and net areas of each individual space, labeled as to use, and indicating door swings, window or glassed areas, wall thickness, conceptual casework/millwork and other design features, which require Owner approval. Spaces too small at the plan scale to be adequately examined shall be enlarged and illustrated as necessary. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

(3) Exterior Elevations, drawn to scale, proposing the design concept and indicating proposed materials and design features.

(4) A preliminary code search, indicating the anticipated code requirements governing building, fire, life safety, accessibility, and health, and a statement as to the Architect's and Architect's Consultants' approach to accommodate these requirements shall be included. At the Owner's direction, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. The Architect shall obtain approval of Schematic Design Documents from Owner before proceeding to Design Development Phase.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.3 The Architect shall provide the services of professional structural, mechanical, civil, electrical and plumbing engineers, qualified by training and experience in their respective fields, as needed, to address the requirements of the Project; shall submit a list of the names of the engineers to be employed by Architect to Owner, in advance, for Owner's review and approval, which approval shall not be unreasonably withheld; and shall require such professional engineers to place their seal, name and signature on the Drawings and Specifications prepared by them. Said Construction Documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations. Approval by the Owner shall not constitute approval of the means, techniques or particular material recommended by the Architect for the Project.

§ 3.2.6 The Construction Manager shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3 at the completion of 50% and 100% Schematic Design. The Architect shall submit to the Owner an estimate of the Cost of the Work at the completion of the Schematic Design.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

(Paragraph deleted)

§ 3.3.1. The Architect and Architect's Consultants shall provide Design Development Documents based on the Schematic Design Documents approved by Owner and updated budget for the Cost of the Work. Through the Design Development Phase, the Architect and Architect's Consultants shall review the progress of design development with the Owner's Representative, with the Construction Manager at 50% and 100% completion. The Architect shall submit to the Owner a revised estimate of the Cost of the Work at 100% completion of the Design Development Documents. Four (4) sets of the proposed plans (review sets) shall be furnished, at Architect's expense, for Owner's review and approval at each review.

The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections, and elevations, typical construction details, and equipment layouts, including mechanical, electrical, plumbing,

technology, communication, security, energy management, and all other systems which are included in the Architect's and Architect's Consultants' Scope of Work. The extent of presentation shall be such that all aspects of the design and features, locations of equipment, switching, lighting, door numbers/types, room numbers/finishes, ceiling types/finishes and any other issue which may be incorporated into the Construction Documents shall have been presented to and approved by the Owner.

A complete code review, addressing building, fire, safety, ADA/TAS/PROWAG, health, and any or all other code/ordinance requirements shall be included, indicating the Architect's and Architect's Consultants' interpretations as to the code requirements, and the features incorporated into the design that satisfy the requirements.

Site plans shall depict the final locations of all site appurtenances, utility connections and routing, drives, walks, yard irrigation, and other features to illustrate to the Owner that essentially all decisions have been made and that decisions of significance will not be required during Construction Document Phase.

Specifications shall be in outline form, and shall describe the materials and methods intended for use within the project, as well as the proposed delivery method, proposed alternate bids, allowances and other significant information, to include the Architectural and Engineering technical specifications sections.

The Construction Manager shall obtain a detailed cost estimate to determine the final estimated Cost of Work for the Architect's review. The Construction Manager may be directed to update estimate of cost.

Owner shall approve Design Development Documents prior to Architect proceeding with Construction Documents.

§ 3.3.2 Paragraph Intentionally Deleted.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the approved Design Development Documents, the Architect and Architect's Consultants shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements of the construction of the Project, including, but not necessarily limited to the Work required for the architectural, structural, mechanical, electrical, plumbing, civil and sitework (unless provided by Owner), service-connected equipment, and the necessary general condition of the Agreement. The Architect shall provide the services of professional structural, mechanical, civil (unless provided by Owner), electrical, and other engineers, as well as landscape architects, qualified by training and experience in their respective fields, to address the requirements of the Project; shall submit a list of the names of the consultants to be employed by the Architect to the Owner in advance, for Owner's review and approval, which approval shall not be unreasonably withheld; and shall require such professional engineers to place their seal, name and signature on the Drawings and Specifications prepared by them. Said Construction Documents shall comply with all laws, statutes, ordinances, codes, rules and regulations. Approval by the Owner shall not constitute approval of the means, techniques, or particular material recommended by the Architect or Architect's Consultants for the Project.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Architect shall endeavor to see that the contract documents include all, including but not necessarily limited to fire, building, health, ADA/TAS/PROWAG, Indoor Air Quality, and others of municipal, state or federal jurisdiction.

§ 3.4.3 During the development of the Construction Documents, the Architect shall review with Owner and Construction Manager the (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Construction Manager and Subcontractors; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) subject to review by Owner's legal counsel. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall work with the Construction Manager to update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner at 100% completion, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 CONSTRUCTION PROCUREMENT PHASE SERVICES

§ 3.5.1 GENERAL Following the Owner's approval of the Construction Documents, the Architect, if requested by Construction Manager, shall assist the Construction Manager in confirming responsiveness of bids or proposals.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed contract forms, revised General Conditions, Specifications and Drawings. The contract forms and revised General Conditions shall be furnished to Architect by Owner or Owner's legal representative.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in obtaining bids for the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders.
2. assisting the Construction Manager in organizing and conducting a pre-bid conference for prospective bidders held in adequate time to allow issuance of an addendum at least seven calendar days in advance of bid date to respond to issues raised at the pre-bid conference;
3. assisting the Construction Manager in preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda and shall forward copies of each addendum to the Owner and Construction Manager simultaneously; and
4. participation, if requested by Owner, in the organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect and Architect's Consultants shall review requests for substitutions and shall copy the Owner and Construction Manager in substitutions accepted for use in lieu of the specified product. Notification of acceptance of substitutions shall be included in Addenda.

§ 3.5.3 COMPETITIVE SEALED PROPOSALS

§ 3.5.3.1 Paragraph Intentionally Deleted.

§ 3.5.3.2

(Paragraphs deleted)

Paragraph Intentionally Deleted.

§ 3.5.3.3 Paragraph Intentionally Deleted.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction, as amended by the Owner.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction Management Services and terminates on the date final

payment is made to the Construction Manager for the fully completed Work. However, the Architect shall be entitled to a Change in Services in accordance with Section 4.3.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work. For purposes of performance of Contract Administration, the Architect's Designated Representative, identified in 2.3 shall continue through the duration of Contract Administration Services, and may not be changed without written consent by the Owner.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site not less than once every two (2) weeks while Work is in progress, and as often as necessary and appropriate to the stage of construction (with particular emphasis on foundation and structural work) to observe the site and Work; to require and schedule timely visits as appropriate by Architect's Consultants to observe the work of their specialty before it becomes concealed; to familiarize the Architect and Architect's Consultants with the progress and quality of the completed Work; and to determine for the Owner's benefit and protection if the Work is proceeding in such a manner that when completed it will be in accordance with the intent of the Contract Documents and construction schedule. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or procedures, or for safety precautions and programs in connection with the Work for the Project, since these are solely the Construction Manager's rights and responsibilities under the Contract Documents, but shall use reasonable care to guard the Owner against defects and deficiencies in the completed Work and the Construction Manager's failure to carry out the Work in accordance with the Contract Documents and the construction schedule. On the basis of on-site observations, the Architect shall keep the Owner informed of the progress and quality of the completed Work, and shall give prompt notice to the Owner in writing of any or all deviations from the Contract Documents in the Work or defects and deficiencies observed in the Work.

§ 3.6.2.1.1 The Architect shall provide services made necessary by major defects or deficiencies in the Work of the Construction Manager (s) or its agents, employees or subcontractors which through reasonable care the Architect should have discovered and promptly reported to the Owner but failed so to do. In addition, the Architect shall follow the usual and customary standards of the profession in performing all services under this Agreement. Any defective design drawings or Specifications furnished by the Architect shall be promptly corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or the Project itself shall in no way diminish or limit the Architect's obligations and liabilities or the Owner's rights.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret matters concerning performance of the Construction Manager under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Construction Manager, and shall not be liable for results of interpretations or decisions rendered without negligence. The Owner shall have final authority on questions relating to aesthetic effect, provided such authority is exercised in a way which is consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents. The Owner shall have final authority on questions relating to aesthetic effect, provided such authority is exercised in a way which is consistent with the intent expressed in the Contract Documents.

§ 3.6.2.6 The Architect shall participate in monthly meetings held throughout the entire Construction Phase of the Project and shall recommend to the Owner such remedial actions as may be necessary to ensure required progress and completion in accordance with the construction schedule and within contract time.

§3.6.2.7 The Architect shall be prepared to serve and shall serve when requested by the Owner as a witness in connection with any public hearing before the municipality in which the Project is located to address issues relating to site planning, architectural elevations, or other regulatory requirements as part of this Basic Services.

§3.6.2.8 The Architect shall prepare or provide a set of reproducible record drawings in bond and digital .pdf showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Construction Manager(s) to the Architect including, but not limited to, the location of water, sewer, telephone, electric, gas and any other utility lines. The Architect shall request the Construction Manager certify these drawings as accurate.

§ 3.6.2.9 The Architect shall provide services in connection with evaluating substitutions proposed by the Construction Manager during the bidding phase and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall

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specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion upon receipt of a Certificate of Occupancy issued by the City of Lewisville; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, for release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. If requested in writing by Owner, Architect shall provide those Additional Services specified in Section 11.3. There are no Additional Services agreed to or approved by the Owner as of the time of the execution of this Agreement. The Architect agrees that the design fees provided in the Agreement are fixed and shall not vary unless the Owner requests a substantial change in the scope of the Work to be designed by the Architect and performed by the Contractor.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building Information Modeling (E202™-2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™-2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Paragraph Intentionally Deleted.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall, by mutual agreement of Owner and Architect, entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect

shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of Owner's acceptance of the Construction Drawings;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 intentionally deleted;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 intentionally deleted;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 intentionally deleted;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims submitted by the Owner's consultants, the Contractor or others in connection with the Work except where such extensive number of claims could have been rectified by more descriptive original Contract Documents or addenda thereto;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after the date of Substantial Completion of the Work as established by the Certificate of Substantial Completion.

§ 4.3.3 The Architect shall provide
(Paragraphs deleted)

all services necessary to complete and completely discharge its responsibilities under this Agreement.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall with the Architect's assistance identify in a timely manner requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Paragraph Intentionally Deleted.

(Paragraph deleted)

§ 5.5 Paragraph Intentionally Deleted.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, but the Owner's failure or omission to do so shall not relieve the Architect of his responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation.

§ 5.10 The Owner and Construction Manager shall include Architect in their communications where significant changes in scope or time are discussed or except (1) as may otherwise be provided in the Contract Documents, or (2) when such communication has been attempted and could not be reasonably be accomplished in a timely manner in consideration of the requirements of the Project. Where direct communication between Owner and Construction Manager relating to significant changes in scope or time has occurred without inclusion of the Architect, the Owner and Construction Manager shall promptly and jointly document the nature and result of the communication and shall provide a copy of said documentation to the Architect. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the actual total Cost of the Work or, to the extent the Project is not completed, the latest estimate prepared by the Architect and approved in writing by the Owner, and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work, those portions of the Project which are designed or specified by other consultants engaged directly by

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Owner, or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation, provided the same are identified and disclosed to Owner; to propose what materials, equipment, component systems and types of construction are to be included in the Contract Documents to keep the Project within the current approved budget; to propose reasonable adjustments in the program and scope of the Project to keep the Project within the current approved budget; and to propose for inclusion in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Owner shall have the right to review all proposals, complete with adequate professional advice from the Architect, and to approve before the Architect proceeds. Alternate bids shall not affect delivery of the project, unless the Owner so directs. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 Paragraph Intentionally Deleted.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the guaranteed maximum price or other negotiated price, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time with no adjustment in the Architect's compensation;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect and Architect's Consultants, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's and Architect's Consultants' modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by the Owner. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be conducted in accordance with the provisions of Section 154.023, Texas Civil Practice and Remedies Code. The request may be made concurrently with the filing of a suit for legal or equitable relief.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place

where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

§ 8.3 ARBITRATION – Deleted in its entirety.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner wrongfully fails to make payments to the Architect in accordance with this Agreement and such failure continues for a period of 30 days after written demand from Architect to Owner, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due it under the Agreement prior to suspension and any expenses incurred and due under terms of the Agreement in the interruption and resumption of the Architect's services, upon submitting and receiving an approved proposal to resume services to the Owner. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted at the mutual consent of the parties to the Agreement.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect may be compensated for expenses incurred in the interruption and resumption of the Architect's services upon submitting and receiving an approved proposal to the Owner. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include only out-of-pocket expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

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User Notes:

(1316238145)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by the Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall not specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. Accordingly, the Architect shall furnish to the Owner without additional charge, one of each item produced by the Architect. The Architect shall be given reasonable access to the completed Project to make such representations, but only at such times and dates as stipulated by the Owner's Designated Representative. However, the Architect's materials shall not include the Owner's confidential or proprietary information, nor shall it include any descriptive information unless such descriptive information is prior approved in writing by the Owner's Designated Representative. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 The Architect shall maintain the confidentiality of all information obtained from Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, materially interfere with the completion of Architect's services hereunder or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of such information.

§ 10.9 The Architect shall be responsible, with the assistance of the Owner, for preparation and timely submittal of documents required for approval or recording by all governmental agencies having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by said governmental agencies at no additional charge to the Owner.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The basis of compensation shall be a stipulated sum of Seven Hundred Forty-Five Thousand, Eight Hundred Dollars (\$745,800.00).

§ 11.2

(Paragraphs deleted)

Paragraph Intentionally Deleted.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Additional Services	Fire Station 3	Fire Station 8
Boundary and topographic survey	\$3,750	\$4,350
Preliminary and final plat	\$4,500	\$4,500
SWPPP	\$1,500	\$1,500
Storm water detention design	\$2,500	\$2,500
Structural slab (in lieu of slab-on-grade)	\$3,000	\$3,000
Site retaining wall structural design	\$0	\$8,000
Fueling system design	\$6,000	\$6,000
Professional architectural renderings	\$3,000	\$3,000
Record (as-built) documents	\$3,000	\$3,000

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.3, shall be the amount invoiced to the Architect with no mark up, limited to the amounts set forth above.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty	percent (	20	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Administration Phase	twenty	percent (	20	%)
)		
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 transportation in connection with the Project, when such transportation is not a function of routine performance of duties of the Architect or Architect's Consultants in connection with the Project, and when such transportation extends beyond 50 miles from the project site; authorized out-of-town travel and substance, which shall be prior approved by the Owner's Designated Representative, and which reimbursements shall be governed by the same travel policies provided for Owner's employees according to current adopted Owner's policy. Prior to the event, the Architect shall request, and the Owner's Designated Representative shall provide the provisions and restrictions applicable to out-of-town travel reimbursements. Electronic communication reimbursable expense shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project;
- .2 intentionally deleted;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions, specifically limited to progress prints prepared for presentation to Owner at each phase of progress, and final construction documents prepared for distribution at bidding phase, provided that the Architect has duly obtained at least three quotations from commercial printing firms and has chosen the best value for the Owner. Plots shall be limited to plotting of final documents, provided that the Architect has duly obtained at least three quotations from commercial firms offering plotting services, and has chosen the best value for the Owner. Standard form documents are reimbursable if bulk-purchase discounts and other privileges afforded the Architect are extended to the Owner. If licensed electronic document forms are provided in lieu of hard-copy standard forms and are furnished by the Architect, the Architect may charge as reimbursable up to fifty percent (50%) of the purchase price of the corresponding hard-copy documents, subject to restrictions and limitations of copyright provisions governing both documents. Postage and delivery of Instruments of Service are reimbursable provided the Architect duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Owner, which may require comparison of delivery costs offered by three or more sources or methods of delivery, which at minimum shall include US Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Architect. Handling is not reimbursable;
- .5 intentionally deleted;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested in writing by the Owner;
- .8 intentionally deleted;
- .9 intentionally deleted;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures, which are duly presented in advance and approved by the Owner's Designated Representative in writing. Telephone service charges, including office or cellular phones, WATTS or Metro line services or similar charges are not reimbursable. Toll road subscriptions or toll plaza receipts are not reimbursable. Meals or any other related expenses are not reimbursable unless incurred outside a 50-mile radius of the Project, and then only reimbursable subject to compliance with Owner Policy. Faxed transmissions not requiring long distance toll charges are not reimbursable.

The Architect shall be solely responsible for the auditing of all Reimbursable Expenses, including the Architect's, prior to submitting to Owner for reimbursement, and shall be responsible for the accuracy thereof. Any overpayment by the Owner for errors in submittals for reimbursement may be deducted from the Architect's subsequent payment for services.

Reimbursable Expenses are estimated not to exceed \$25,000.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the

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Architect's consultants without any additional mark-up.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner's payment to Architect in accordance with Section 9.6 shall constitute payment for a licensing fee for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. Owner may withhold amounts from Architect's compensation to offset sums requested by or paid to contractors for the cost of changes in the Work caused by Architect's errors, omissions or negligence.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The Texas Board of Architectural Examiners, 555 N. Lamar Blvd., Building H-117, Austin, Texas 78751 Phone: 512/458-1363 has jurisdiction over individuals licensed under the Architects Registration Law, Article 249A, VTCS."

§ 12.2 It shall be the duty of the Architect throughout the term of this Agreement as part of Basic Services, to make a prompt written record of all meetings, conferences, discussions, and decisions made between and/or among the Owner, Architect, and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performances, and/or sequence of the Work and to provide promptly a copy of all such records to the Owner.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document G201™-2013, Project Digital Data Protocol Exhibit, if completed, or the following:



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User Notes:

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.3 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:



.4 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

1. Exhibit A, Initial Information, attached hereto and incorporated herein for all purposes.
2. A201-2007 v.1 (05-23-16) City of Lewisville, General Conditions of the Contract for Construction, attached hereto and incorporated herein for all purposes.

This Agreement entered into as of the day and year first written above.

OWNER

CITY OF LEWISVILLE, TEXAS

BY:

(Signature)

(Printed name and title)

ARCHITECT

BROWN REYNOLDS WATFORD ARCHITECTS

BY:

(Signature)

GARY DEVRIES, PRINCIPAL
(Printed name and title)



AIA[®]

Document B101[™] – 2007 Exhibit A

Initial Information

B101 Exhibit A-2007 v:2.0 (6-12-09) CM

for the following PROJECT:

(Name and location or address)

ARBH File: Lewisville 5376.0004 Fire Stations No 3 and 8

Fire Station No. 3
SEC Round Grove Road/FM 3040 and
Meadowglen Drive

Fire Station No. 8
SWC Josey Lane and
Planned Lakewood Hills Drive

Architectural and Engineering Services for City of Lewisville Fire Stations No. 3 and 8.

THE OWNER:

(Name, legal status and address)

The City of Lewisville, Texas
151 West Church Street
Lewisville, TX 75057-3927

THE ARCHITECT:

(Name, legal status and address)

Brown Reynolds Watford Architects
3535 Travis Street, Suite 250
Dallas, TX 75204

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

The project scope is for a new replacement Fire Station No. 3 and new Fire Station No. 8. The City intends to design and construct both fire stations simultaneously with the same or similar building program and will be identical in plan and elevation except for possible differences in fenestration and exterior materials. Each fire station will be approximately 12,000 square feet.

§ A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys;

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

The Owner's budget for the Cost of the Work is estimated as Seven Million, Nine Hundred Seventy-Five Thousand, Eight Hundred Dollars (\$7,975,800.00), excluding the Architect's fee.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

The anticipated schedules for the project phases, excluding Owner's review time, are as follows:

Schematic Design	1 ½ months
Design Development	1 ½ months
Construction Documents	3 months
Pricing and Contract Award	2 – 3 months
Construction	12 months

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Construction Manager at Risk.

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Donna Barron, City Manager
151 West Church Street
Lewisville, TX 75057-3927

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

1. Peak Program Value, LLC
4450 Arapahoe, Suite 100
Boulder, CO 80303
303-503-1155

2. Geotechnical Investigation of both sites
3. Laboratory construction materials testing/inspections (during construction)
4. Structured cabling and IT and communications equipment (Architect shall indicate electrical power and empty conduit in the construction documents as directed by the Owner)
5. Video surveillance and access control systems (Architect shall indicate electrical power and empty conduit in the construction documents as directed by the Owner)
6. Audio/visual systems and equipment (Architect shall specify projection screens and marker boards and indicate electrical power and empty conduit in the construction documents as directed by the Owner)
7. Fire station radio, antenna and alerting systems (Architect shall indicate electrical power, controls interface with electrical and mechanical systems, and empty conduit in the construction documents as directed by the Owner)
8. Furniture, fixturing, office equipment, fitness equipment selection and procurement (Architect will provide a concept furniture plan to assist the furniture selection process)

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Gary DeVries, AIA, Principal
 BRW Architects, Inc.
 3535 Travis Street, Suite 250
 Dallas, TX 75204

Stephen Hilt, AIA, Project Manager
 BRW Architects, Inc.
 3535 Travis Street, Suite 250
 Dallas, TX 75204

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Click Engineering
 Jacob Click, P.E., President

.2 MEP Engineer

Reed Wells Benson and Company
 Kenneth Fulk, P.E., Principal

.3 Civil Engineer

Click Engineering
 Matthew Cain, P.E., Executive Vice President

.4 Landscape Architect/Irrigation Design

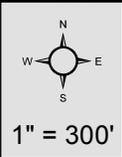
David McCaskill Design Group
David McCaskill, Principal

.5 Cost Estimating

CCM Construction Management
John Coakley, Estimator

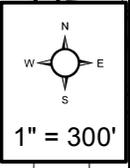
§ A.2.5.2 Consultants retained under Additional Services:

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)



SUBJECT
PROPERTY

LOCATION MAP
FOR
FIRE STATION # 3



CREEKWOOD

FORESTMEADOW

WINDWOOD

CYPRESS

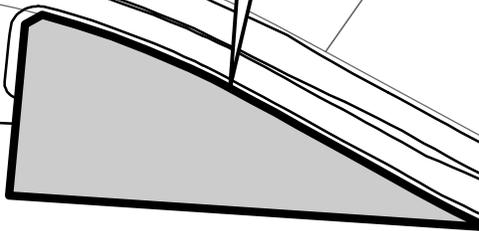
KIRKWOOD

MEADOWGLEN

F.M. 3040 ROUND GROVE ROAD

DEER RUN

SUBJECT
PROPERTY



LOCATION MAP
FOR
FIRE STATION # 3

WINDHAVEN PKWY



JOSEY LANE

LAKEWOOD BLUFFS TRAIL

LAKEFIRTH PATH

LAKE FALLS TERRACE

SUBJECT PROPERTY

CITY OF LEWISVILLE

PRAIRIE LAKE COURT

LAKWOOD HILLS DR.

CITY OF LEWISVILLE

BROOKHOLLOW DR.

BROOKHOLLOW DR.

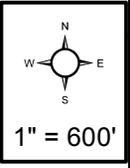
BROOKRIDGE PATH

BROOKGLEN DR.

F.M. 544 - PARKER ROAD

LOCATION MAP FOR FIRE STATION # 8

WINDHAVEN PKWY



JOSEY LANE

LAKEWOOD BLUFFS TRAIL

LAKEFIRTH PATH

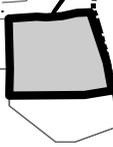
LAKE FALLS TERRACE

SUBJECT PROPERTY

CITY OF LEWISVILLE

PRAIRIE LAKE COURT

LAKEWOOD HILLS DR.



CITY OF LEWISVILLE

BROOKHOLLOW DR.

BROOKHOLLOW DR.

BROOKRIDGE PATH

BROOKGLEN DR.

F.M. 544 PARKER ROAD

LOCATION MAP FOR FIRE STATION # 8

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: December 8, 2016

SUBJECT: **Approval of a Bid Award for an Annual Requirements Contract for Household Hazardous Waste Paint Disposal to Progressive Environmental Services dba SWS Environmental Services, Fort Worth, Texas, for an Estimated Amount of \$59,550.**

BACKGROUND

A bid invitation was created and posted on Bidsync.com November 5, 2016. Specifications were created in accordance with Texas Local Government Code Chapter 252.043, *Award of Contract*. Specifications under this chapter of the law state the award is to be made on the basis of the best value for the municipality.

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

ANALYSIS

Sealed bids were due December 1, 2016 and five bids were received. An evaluation of the bids were performed and it was determined SWS Environmental Services submitted the lowest bid and is being recommended on the basis of best value.

RECOMMENDATION

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

MEMORANDUM

TO: Donna Barron, City Manager

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

FROM: Karen Emadiazar, Utilities Manager, Public Services

DATE: December 14, 2016

SUBJECT: **Approval of a Bid Award for an Annual Requirements Contract for Household Hazardous Waste Paint Disposal to Progressive Environmental Services dba SWS Environmental Services, Fort Worth, Texas, for an Estimated Amount of \$59,550.**

BACKGROUND

The Public Services Department operates the Household Hazardous Waste (HHW) Collection Program for all residents of Lewisville. On the second Saturday of each month, residential hazardous waste is collected to divert this waste stream from the landfill and prevent illegal dumping and/or discharge. All of the waste collected from the monthly event is then disposed of through contracted vendors for proper disposal of the collected waste. The majority of the waste received at Lewisville collection events is from paint products, which are palletized and made ready for pickup and disposal through a contracted vendor.

Currently, Public Services utilizes a contractor that is available through an interlocal purchasing agreement with the City of Frisco for household hazardous waste disposal; however, recent changes to the contract created a substantial increase in Lewisville's paint disposal costs. The City of Frisco owns a paint bulking machine that processes individual gallon containers. The paint is then transferred into larger 50 gallon drums, and the paint cans are recycled. The paint is then processed for disposal at a rate of \$0.30/lb.

The Lewisville HHW facility does not own a paint bulking machine. Our paint is palletized and disposed of under the contract at a rate of \$1.25/lb. Based on projected quantities of latex and oil-based paint collected at the monthly HHW events, continuing to utilize this contract would have cost the city approximately \$175,000 for disposal this budget year.

Under the existing contract, oil based paints are mixed with other petroleum based products and consumed for energy at cement kilns, while water based paints are dried and

disposed of in landfills. Once dried, water based paints are no longer considered hazardous waste.

In an effort to better manage these costs, Public Services chose to bid our paint disposal as a stand-alone contract.

ANALYSIS

On December 1, 2016, bids were received for the projected disposal of paint products at the Lewisville HHW facility. These services include proper transport and packaging in accordance with all Department of Transportation regulations, manifesting of waste transported and final disposal/destruction with the provision of certificates from a permitted facility.

Five bids were received for the disposal of HHW paint products and references were evaluated. SWS Environmental Services offered the lowest price of \$59,550 for the disposal of both oil based and latex paint, based on projected annual quantities. Actual disposal costs will depend on the quantity of paint collected at each monthly event.

This contract will process the paint for disposal in a similar manner as the current process, with oil based paint converted to a fuel source, and water based paints being dried and disposed of in a landfill.

The Public Services Department, in conjunction with the Sustainability Manager, is continuing to review the operation and services of the Household Hazardous Waste Program. The goal of this review is to ensure we are properly managing our costs, and meeting the sustainability goals of the program.

This contract is good for one year with the option for two additional annual renewals.

Funding for these services are available in account 402.09.322.4351.

RECOMMENDATION

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

**CITY OF LEWISVILLE
PURCHASING DIVISION
BID TABULATION
BID NO. 17-10-A
ANNUAL REQUIREMENTS CONTRACT FOR
HOUSEHOLD HAZARDOUS WASTE PAINT DISPOSAL**

Progressive Environmental Services dba SWS Environmental Services Fort Worth, TX	<u>\$ 59,550.00</u>
Stericycle Environmental Solutions Houston, TX	\$ 81,825.00
Tradebe Treatment and Recycling LLC East Chicago, IN	\$107,655.00
Green Planet Inc. Royse City, TX	\$133,725.00
TAS Environmental Dallas, TX	\$230,670.00

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon PE, City Engineer

VIA: Eric Ferris, Deputy City Manager

DATE: December 6, 2016

SUBJECT: **Approval of Change Order No. 4 to the Valley Ridge Boulevard (Mill Street to College Street) Project in the Amount of \$609,783.76; and Authorization for the City Manager to Execute the Change Order.**

BACKGROUND

On December 1, 2014, the City Council awarded a contract to Mario Sinacola and Sons Excavating, Inc. for the Valley Ridge Boulevard (Mill Street to College Street) project in the amount of \$14,639,622.90. Three change orders have been approved to date. City Council approved Change Order #1 for \$2,437,270.00 in August 2015 to cover excavation and disposal of a larger than expected amount of construction debris discovered buried near the intersection of Valley Ridge and College Street. Change orders #2 & #3 covering additional utility and drainage work totaling \$36,835.46 were approved by staff. Staff has negotiated with Mario Sinacola and Sons Excavating, Inc. for Change Order No. 4 in the amount of \$609,783.76 to relocate a 12-inch water line at the intersection of Valley Ridge Boulevard and Kealy Avenue, relocation of a 20-inch water line at the intersection of Valley Ridge Boulevard and Mill Street and related mobilization and traffic control costs.

ANALYSIS

The project has been delayed due to utility conflicts at the intersection of Valley Ridge Boulevard and Kealy Avenue as well as determining the best way to address a leaking 42-inch water valve at the intersection of Mill Street and Valley Ridge. The Denton County Transportation Authority (DCTA) also changed maintenance contractors midway through the project creating some uncertainty regarding what would be required to construct the new rail crossing on Valley Ridge just east of Mill Street.

Frontier Communication's (formerly Verizon) underground telephone line on Treatment Plant Road east of Kealy Avenue was not relocated properly prior to the start of this contract. The underground phone line was not buried deep enough to have proper depth of cover from the new ground elevation associated with the street design. It took three months for Frontier Communication to design, construct a new phone line and remove the old phone line that was in conflict. An existing 12-Inch water line located adjacent to the phone line was also in conflict with the proposed grades associated with the street design. The existing 12-Inch water line did not

Subject: Valley Ridge Boulevard (Mill Street to College Street) Change Order No. 4
December 6, 2016
Page 2 of 2

have record drawings to accurately document the location and depth of this water line. The water line was located by the contractor and they determined that 992 linear feet of new 12-Inch water line would need to be rebuilt at the proper depth. Staff determined the Frontier Communication phone line needed to be relocated prior to relocating the 12-Inch water line. Resolving these conflicts caused a substantial delay in constructing the pavement for westbound lanes of Valley Ridge Boulevard east of Kealy Avenue. The contractor moved their temporary concrete batch plant from Valley Ridge to another project until the utility issues were resolved creating additional costs for remobilization of the temporary concrete batch plant, associated construction equipment and work crews.

At the beginning of construction there was no evidence of leakage at the 42-inch valve adjacent to Mill Street at Valley Ridge. The leakage became apparent once utility crews attempted to operate the valve to connect a new 30-inch water main constructed with Valley Ridge. The existing 42-Inch water valve at the intersection of Valley Ridge Boulevard and Mill Street is not operable and cannot be repaired. Based on the age of the existing 42-Inch water line and the valve, staff determined replacing 160 linear feet of the 42-inch line with a 20-Inch water line and a new 20-Inch water valve was the best option in the interest of avoiding future repairs within the new intersection. Resolution of this issue delayed paving on Valley Ridge from Mill Street to the DART/DCTA railroad tracks. There also have been delays with the installation of the Valley Ridge Boulevard rail crossing due to DCTA changing their operation and maintenance contract in October of this year. As with the other utility conflict, these delays contributed to the increased mobilization charges and traffic control.

Staff has negotiated Change Order No. 4 with Mario Sinacola and Sons Excavating, Inc. for a total amount of \$609,783.76. The total value of all four change orders, \$3,083,889.22 is less than the allowable maximum of \$3,485,624.50 (25 percent of original contract amount of \$13,942,498.00 not including contingency). Staff negotiated a 30% decrease in the original change order costs by proposing revised sequencing for the remainder of the project resulting in reduced mobilization costs.

The contractor is also seeking an additional 90 calendar days to be added to the current 840 calendar days for a revised project timeline of 930 calendar days. With the extra requested time the project will be complete by the end of the summer 2017. Based on the amount of remaining work, the additional 90 days is conservative. It is likely the project will be completed sooner depending on weather and material delivery.

Funding for change order #4 is available in the Valley Ridge project accounts.

RECOMMENDATION

It is City Staff's recommendation that the City Council approve the change order as set forth in the caption above.

Change Order No. 4

Valley Ridge Boulevard (Mill Street - College Street)

Project No. G10906 & U90904

Change Order No. 4 hereby amends the above referenced agreement, dated December 1, 2014, between the City of Lewisville, Texas, herein called the Owner and Mario Sinacola and Sons Excavating, Inc., hereinafter called the Contractor. The Owner and Contractor hereby agree to amend the above referenced contract in accordance with Change Order No. 4, specifically the provisions cited as follows:

1. THAT the project has been delayed due to utility conflicts at the intersection of Valley Ridge Boulevard and Kealy Avenue. Frontier Communication's (formerly Verizon) underground telephone line was not relocated properly prior to the start of this contract. The underground phone line was not buried deep enough to have proper depth of cover from the ground elevation associated with the street design. It has taken three months for Frontier Communication to design, construct a new phone line and remove the existing phone line that was in conflict. The existing 12-Inch water line was also in conflict with the proposed grades associated with the street design. The existing 12-Inch water line did not have record drawings to accurately document the location and depth of this water line. The water line was located by the contractor and it was determined that 992 linear feet of new 12-Inch water line would need to be built at the proper depth. It was determined that the Frontier Communication phone line was needed to be relocated prior to the start of building a new 12-Inch water line. These conflicts have created substantial delays in constructing the westbound lanes of Valley Ridge Boulevard east of Kealy Avenue which has added additional costs for remobilization of the temporary concrete batch plant, construction equipment and work crews.
2. THAT the existing 42-Inch water valve at the intersection of Valley Ridge Boulevard and Mill Street is not operable and cannot be repaired. Based on the age of the existing 42-Inch water line and the valve issue it has been determined that placing 160 linear feet of 20-Inch water line and a new 20-Inch water valve was the best option. This issue has delayed work to pave the proposed road from Mill Street to the DART/DCTA railroad tracks.
3. THAT the Contractor shall be paid for the below cited items at the agreed upon unit price. Quantities cited may be increased or decreased by the City as determined by actual conditions and field measurement. Miscellaneous items of work required, such as preparing right-of-way, testing the new water lines, and abandoning or removing the existing water lines etc., shall be subsidiary to the below listed items.
4. THAT ninety (90) additional calendar days shall be added to the contract time;
5. THAT the original agreement did not include prices for Items No. 162 through No. 165.

Item No.	Description	Quantity	Unit	Unit Price	Total
162.	12-Inch Water Line Relocation	1	LS	\$85,721.07	\$85,721.07
163.	20-Inch Water Line Relocation	1	LS	\$242,331.41	\$242,331.41
164.	Additional Mobilization	1	LS	\$260,731.28	\$260,731.28

Change Order No. 4

Valley Ridge Boulevard (Mill Street - College Street)

Project No. G10906 & U90904

165.	Additional Traffic Control	1	LS	\$21,000.00	\$21,000.00
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Total Amount of Change Order No. 4: \$609,783.76

6. THAT upon approval of Change Order No. 4 by the City Manager of the City of Lewisville, the City will give notice of such approval to the Contractor within ten (10) calendar days.

CHANGE ORDER NO. 4 APPROVED BY THE CITY MANAGER THIS ____ DAY OF DECEMBER, 2016.

CITY OF LEWISVILLE

Mario Sinacola & Sons Excavating, Inc.

Donna Barron, City Manager



Michael Sinacola, Vice President



SCALE: 1"=600'

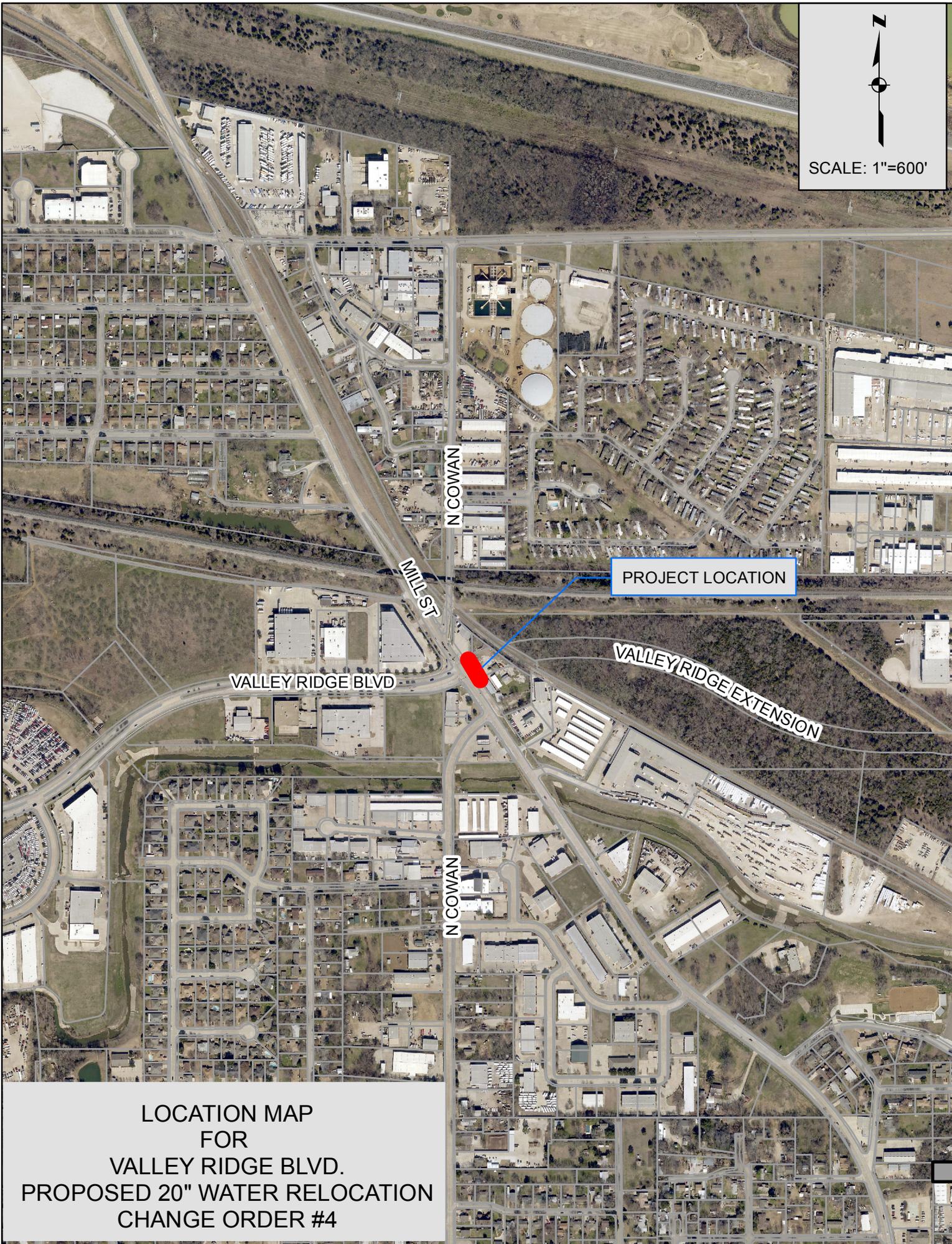
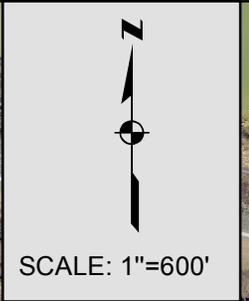
PROJECT LOCATION

VALLEY RIDGE

N KEALY AVE

LOCATION MAP
FOR
VALLEY RIDGE BLVD.
PROPOSED 12" WATER RELOCATION
CHANGE ORDER #4





LOCATION MAP
FOR
VALLEY RIDGE BLVD.
PROPOSED 20" WATER RELOCATION
CHANGE ORDER #4



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Bob Monaghan, Parks and Leisure Services Director

DATE: December 12, 2016

SUBJECT: **Approval of a Toyota Tundra Pickup Truck Donation From Lone Star Toyota of Lewisville Valued in the Amount of \$45,000; and Approval of Lone Star Toyota of Lewisville Railroad Park as the New Name for the Park.**

BACKGROUND

Toyota of Lewisville entered a naming rights agreement with the City for Railroad Park in August of 2010. Section 13b of the naming rights agreement requires prior written approval from the City prior to any Park name change.

ANALYSIS

The dealership has sold and is now re-branded as Lone Star Toyota of Lewisville. With the name change of the dealership, it is requested that the park name be changed from Toyota of Lewisville Railroad Park to Lone Star Toyota of Lewisville Railroad Park.

The truck will be wrapped to promote the park and the dealership and will also have the City logo. The truck will be used by the park foreman supervising the park and will be seen in the park and throughout town.

RECOMMENDATION

It is City staff's recommendation that the City Council accept the donation and approve the name change as set forth in the caption above.

**Title Sponsorship
Agreement**

**Toyota of Lewisville
And
City of Lewisville**

**Toyota of Lewisville
Railroad Park**

August 16, 2010

TITLE SPONSORSHIP AGREEMENT

This Title Sponsorship Agreement (the "Agreement") is made and entered into to be effective on the date of execution by the City of Lewisville (the "Effective Date") by and between the following parties (the "Parties"):

- (i) The City of Lewisville, Texas (the "City");
- (ii) RRIJR Auto GRoup, Ltd., a Texas limited partnership d/b/a Toyota of Lewisville ("Client");
and
- (iii) CSL Marketing Group LLC ("CSLMG").

WHEREAS, the City has developed a 274 acre park with eight soccer fields, four baseball/softball fields, four football fields, a skating facility, dog park, three concession/restroom pavilions, three manmade lakes and a perimeter walking/jogging trail (the "Park"); and

WHEREAS, the City contemplates the Park to be the principal venue in the City of Lewisville and Denton County for youth and amateur athletic events;

WHEREAS, Client desires to become the sole and exclusive Title Sponsor (as defined hereafter) of the Park; and

WHEREAS, Client and the City desire that certain payments due hereunder should be made directly to CSLMG.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and intending to be legally bound hereby, the City and Client agree as follows:

- (1) **Term of Agreement.** The initial term of this Agreement shall commence as of October 1, 2010 and shall continue in full force and effect through and including September 30, 2020. Further, the term of this Agreement may be earlier terminated as provided for in Section 14 of this Agreement.
- (2) **Exclusive Title Sponsorship.** From and after the Effective Date and throughout the term of this Agreement, Client shall be the sole and exclusive Title Sponsor of the Park subject to the terms and conditions set forth herein. As used herein, the term "Title Sponsor" means that Client has the sole and exclusive right, privilege and license to name the Park and the rights and privileges associated therewith, including, but not limited to, those identified and granted herein.

(3) **Title Sponsorship Fee.**

- (a) Total Fee. The total fee to be paid by Client to City, including that portion paid directly to CSLMG, for the sponsorship rights and privileges granted to Client pursuant to this Agreement for the ten (10) year term is One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Total Fee"). The Total Fee shall be paid in equal monthly installments as set forth hereafter.
- (b) Installment Payments. The first monthly installment payment in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) shall be paid on or before October 1, 2010. Then, commencing on the 1st day of November, 2010 and continuing regularly and monthly thereafter on the 1st day of each month through and including September 1, 2020, monthly installment payments in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) each shall be paid.
- (c) Delinquent Payments. In the event any monthly installment payment is not paid on or before the date it is due and payable, such amount shall be delinquent. Delinquent amounts shall bear interest from the date of delinquency to the date the full payment is received in accordance with this Section 3 at an annual rate equal to the prime rate (published as the United States national average prime rate in The Wall Street Journal on the payment due date) plus three (3) percentage points, but in no event greater than the maximum amount permitted by applicable law.
- (d) Advance Payments. Client may, at its election and sole discretion, pay in advance of its due date one or more installment payments of the Total Fee, by paying to the City and CSLMG, if applicable, in lieu of the amount of the installment set forth above a discounted amount (the "Discount Amount"). The Discount Amount shall be the present value of the installment(s) paid in advance discounted by an amount equal to the average yield of the monthly average 10-year Treasury Bonds for the 12-month period immediately preceding the date on which the installment paid in advance is made.

- (e) Remittances of Installment Payments.
- (i) The City hereby directs and authorizes Client to remit the first twenty-seven (27) installment payments of the Total Fee, with the first such installment being due on October 1, 2010 and including those due through and including December 1, 2012, directly to "CSLMG". Such remittances shall be made payable to CSLMG, in care of 7200 Bishop Road, Suite 220, Plano, Texas 75093.
 - (ii) Immediately upon receipt and out of each of the first seventeen (17) installment payments made pursuant to this Section 3(e), CSLMG must remit payment to Fast Signs North Arlington ("Fast Signs") in the amount of Nine Thousand Dollars (\$9,000.00) each until the aggregate amount of One Hundred Fifty Three Thousand Dollars (\$153,000) has been paid to Fast Signs. The amount being paid to Fast Signs under this Section 3(e)(ii) and (iii) constitutes payment in full to Fast Signs for the manufacture, fabrication, construction, installation and erection of the signs, signage, displays, scoreboard signage and related items more fully described in the agreement with Fast Signs attached hereto as Exhibit "A".
 - (iii) Upon receipt of the eighteenth (18) installment payment made pursuant to this Section 3(e), CSLMG shall remit payment to Fast Signs in the amount of Four Hundred Fifty-Seven Dollars (\$457), for a total amount of One Hundred Fifty-Three Thousand Four Hundred Fifty-Seven Dollars (\$153,457) or such other amount equal to the balance of the cost of the signs as provided in Exhibit "A" to this Agreement. CSLMG shall be entitled to retain the difference between the aggregate amount of the first eighteen (18) installment payments and the amounts required to be paid to Fast Signs as provided in Exhibit "A". All amounts paid to CSLMG for remittance to Fast Signs are to be held by CSLMG in trust for the use and benefit of Client and for payment to Fast Signs of the amounts due Fast Signs under Exhibit "A" this Agreement.

- (iv) CSLMG shall be entitled to retain all Installment Payment amounts made pursuant to this Section 3(e), from and including the nineteenth installment payment, through and including the twenty-sixth installment payment.
- (v) Upon receipt by CSLMG of the twenty-seventh installment payment made pursuant to Section 3(e)(i), CSLMG shall remit payment to the City the amount of four thousand dollars (\$4,000.00), and CSLMG shall be entitled to retain the balance of such twenty-seventh installment payment.
- (vi) All installment payments of the Total Fee from and including the twenty-eighth installment payment (due on or before January 1, 2013) through the remainder of the term shall be remitted directly to the City. Such remittances shall be made payable to the City, in care of the address for the City specified in this Agreement.
- (vii) It is the intent of the Parties that the total payments made to CSLMG under this Section 3(e) shall continue until such time as they equal or exceed the sum of (A) the total cost of the signs provided in Exhibit "A" and (B) the total commission due CSLMG for the Title Sponsorship Fee, and in the event such costs are equal to an amount other than \$333,500 (\$153,457 for the cost of signs related to Title Sponsor identification and \$180,043 for CSLMG commissions), the Parties agree to adjust the total payments (but not increase or decrease the Total Fee) made to CSLMG to account for such difference. Furthermore, in the event the Client elects to make advance payments in accordance with Section 3(d) above prior to full payment of the amounts due CSLMG hereunder, such advance payment shall be allocated to CSLMG and the City to reflect the total value of the payments (the Discount Amount) due each such party under this Agreement and any balance owed CSLMG shall be made to CSLMG directly. In such event, CSLMG shall remit to Fast Signs the present value of payments owed Fast Signs as set forth in this Section 3(f).

- (f) Payments Net. All payments of the Total Fee shall be net of all fees and applicable taxes directly tied to such payments, and shall be payable as provided above.
- (4) **Name of Park.** From and after the Effective Date and throughout all terms of this Agreement, the name of the Park shall be the "Toyota of Lewisville Railroad Park".
- (a) From and after the Effective Date, any and all announcements relating to the Park or print or broadcast media advertising for the Park including all Park Events as defined below, produced by or for the City, or by or for any third party using the Park, shall refer to the Park as the "Toyota of Lewisville Railroad Park".
 - (b) "Park Event" shall mean an organized activity held at the Park with approval of the City and under the control of a written agreement between the activity organizer and the City.
 - (c) The City shall, and shall require any entity conducting a Park Event to, refer to the Park as the "Toyota of Lewisville Railroad Park" on all ticketing for the Park Event, in all announcements relating to the Park, in all brochures or programs sold or distributed for or at any Park Event, and in all print or broadcast media advertising for the Park or a Park Event.
- (5) **Title Sponsor Signage and Visibility.**
- (a) With the use and benefit of the \$153,457 paid to CSLMG in trust for remittance to Fast Signs, CSLMG or the City, at the discretion of Client, shall cause Fast Signs to construct, fabricate and install the following:
 - (i) Principal Title Sponsor Identification Signs. At mutually agreeable locations at prominent locations at all entrances of the Park, four (4) large, visible and clearly legible signs displaying the name "Toyota of Lewisville Railroad Park" as follows:
 - (A) The Toyota of Lewisville Railroad Park name on the signs shall be preceded by the Client's logo.

- (B) The signs shall be constructed in accordance with plans and specifications prepared for and at the direction of Client, provided that the City shall have the right to review and approve such plans and specifications, such approval not to be unreasonably withheld, delayed, conditioned or denied.
 - (C) The City represents, warrants, covenants and agrees that no other entity's or person's name and/or logo may appear at any of the entrances of the Park either on the signs contemplated herein or otherwise. The parties acknowledge and agree that this provision is paramount to the right of being the Title Sponsor.
- (ii) Scoreboards. The name "Toyota of Lewisville Railroad Park" shall be prominently displayed on each of the four (4) existing scoreboards at the baseball fields, four (4) existing scoreboards at the football fields and all future scoreboards to be erected at the Park during any and all terms of this Agreement. All such scoreboard signage shall be prepared by or at the direction of Client provided that the City shall have the right to review and approve the final designs, materials, location, size and font type of the words "Toyota of Lewisville Railroad Park" on the scoreboards, such approval not to be unreasonably withheld, delayed, conditioned or denied.
- (iii) Parking Lot Light Poles. The City shall cause the "Toyota of Lewisville Railroad Park" logo to appear on signs attached to all light poles in the parking lots of the Park. The design of the "Toyota of Lewisville Railroad Park" logo shall be the same as appears on the Toyota of Lewisville Railroad Park Logo Design Addendum attached hereto as Exhibit "C". All designs and materials for the "Toyota of Lewisville Railroad Park" logo shall be prepared by or at the discretion of Client

and conform to the Toyota of Lewisville Railroad Park Logo Design Addendum and shall be reviewed and approved by the City, such approval not to be unreasonably withheld, delayed, or conditioned or denied.

- (iv) Concessions/Restroom Pavilions. The City shall cause the Toyota of Lewisville Railroad Park logo to appear on signs attached to all concessions/restroom pavilions poles in the parking lots of the Park. The design of the Toyota of Lewisville Railroad Park logo shall be the same as appears on the Toyota of Lewisville Railroad Park Logo Design Addendum attached hereto.

- (b) CSLMG shall cause Fast Signs to provide, as part of the agreement attached as Exhibit "A", a written warranty of materials and craftsman to extend for a period of not less than three (3) years for all fixed monuments, signs, signage and other items excepting banners provided by Fast Signs pursuant to such written agreement. There shall be no warranty for banners. The terms of such written warranty must be for the benefit of Client, City and CSLMG and Client must have the right to review and approve the terms of such warranty. Following, such warranty period, Client shall maintain all signs and signage at its expense except that City shall repair at City's expense all damages to signs and signage caused by vandalism, other intentional acts, and acts of God.

- (c) No Park Tenant or Licensee may place any permanent or temporary signs or signage, including but not limited to signs attached to Park structures, at the Park unless prior written approval is granted by the City and Client. The City shall submit a request in writing to Client for any such signs or signage. If Client fails to approve or provide reasons for not approving the signage within ten (10) days of receipt of such request, the request shall be deemed approved. If written approval is granted by the City and Client, said signage, whether permanent or temporary, shall not promote any automotive sales, service or repair of automobiles or of any competitor of Client except to the extent otherwise allowed by Section 9 of this Agreement. Under all circumstances, any such signs or signage approved by City and Client shall be subject to the "Dominant Presence" of Client's signage as set forth in

Section 7 of this Agreement. The provisions of this Section 5(c) shall not prohibit or prevent the City or any Park Tenant or Licensee from displaying permanent or temporary directional and informational signage within the Park, provided such signage does not include any sponsor logo or commercial message.

- (i) "Tenant" shall mean an individual, group or entity that is party to a written agreement with the City for year-round use of any of the facilities at the Park, including any combination of activity areas, parking lots and concession stands.
 - (ii) "Licensee" shall mean an individual, group or entity that is party to a written agreement with the City for temporary use of any of the facilities at the Park, including a combination of activity areas, parking lots and concession stands, during a defined time period.
 - (d) Client shall not be responsible for any loss, damage or liability caused by the signs it has constructed, fabricated and installed pursuant to this paragraph. The City, to the extent allowed by law, agrees to hold Client harmless for any such loss, damage or liability.
- (6) **Additional Signage.** City shall provide the following additional signage at no expense to Client except where noted:
- (a) Directional and Park Signage. The City shall:
 - (i) cause all signage which gives directions to the Park and which is on buildings, facilities, streets, and rights of way owned by the City to identify the Park as the "Toyota of Lewisville Railroad Park";
 - (ii) use its best efforts to cause all signage which gives directions to the Park which is not on buildings, streets, and rights of way owned by the City to identify the Park as the "Toyota of Lewisville Railroad Park";
 - (iii) cause all Park marketing materials and press releases prepared and/or used by the City to display the name "Toyota of Lewisville Railroad

Park" including maps of the City produced for public distribution;

- (iv) request of all appropriate governmental authorities that such authorities use the name "Toyota of Lewisville Railroad Park" on road and highway signs; and
- (v) shall identify the Park as the "Toyota of Lewisville Railroad Park" on all directional signs inside the Park.

(b) Automotive Displays. Client may feature and display no more than four automobiles in the Park at any one time on dates to be mutually agreed upon so long as no automobile featured and displayed weighs more than 12,000 pounds and is no wider than eight (8) feet and no taller than eight (8) feet.

- (i) Client may incorporate displays for the distribution of promotional material including "discounts" and "coupons" for use at Client's business.
- (ii) Client shall not transact sales of goods or services in any area of the Park.
- (iii) The City will attempt to provide supervision during regular Park hours for Client's automotive displays; however, the City shall not be responsible for damage to the automotive displays. Client agrees to hold the City harmless for any loss or damage to or liability arising out of the automotive displays.

(c) City Website. The City shall construct and maintain a Park landing page on the City Website. The Park landing page shall include a link to the website of Client. Client shall have the right to approve the initial landing page layout and content and any substantive changes in landing page layout which right shall not be unreasonably exercised. In the event this Agreement is terminated, the content specific to Client shall be removed from the website within thirty (30) days of the termination date.

(7) **Other Sponsors:** Subject to Client's right of approval as provided elsewhere in the Agreement, the City may permit other persons or entities to sponsor all or any portion of the Park, on either a permanent or temporary basis, provided

Client shall at all times during any and all terms of this Agreement, have the Dominant Presence at the Park, as defined in Exhibit "B", attached hereto.

- (8) **Design Elements for Title Sponsorship Identification:** The specific design, plans and specifications of all identification and signage contemplated by this Agreement (excluding the Toyota of Lewisville Railroad Park logo), including but not limited to the size, color and location thereof, shall, subject to the Toyota of Lewisville Railroad Park Logo Design Addendum, be subject to the following provisions:
- (a) Subject to the allocation of responsibility for costs set forth in Section (5) above, City and Client shall work together, in a commercially reasonable manner to develop, review and approve the design of the identifications and signage contemplated by this Agreement;
 - (b) The design, plans and specifications shall be subject to the mutual approval of the City and Client which approvals, in both instances, shall not be unreasonably withheld, conditioned, delayed or denied;
 - (c) The design, plans and specifications shall be subject to the requirements of (and any required approval by) any governmental authority(ies) having jurisdiction over the same other than the City; and,
 - (d) The City and Client shall work together in a commercially reasonable manner to obtain any third party approvals which may be required for, the design, plans and specifications of the identifications and signage contemplated by this Agreement.
 - (e) Upon final approval of the design, plans and specifications for the applicable identification or signage and receipt of any required third party approvals, CSLMG and the City, at the direction of Client, shall cause Fast Signs to create and install same consistent with the approved design, plans and specifications.
 - (f) As used herein, design shall include usual and customary art work, schematic drawings, and specifications for fabrication, construction, and installation.

- (g) All changes to the approved designs shall be subject to the same approval process as the originally approved designs. Client shall pay the cost of any such changes requested by it.
 - (h) Subject to the approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, Client shall have the right to use "Toyota of Lewisville" on all Park interior signage.
- (9) **Automotive Category.** In addition to Client being the sole and exclusive Title Sponsor, Client shall be the sole and exclusive major sponsor in the Automotive Category, subject to the terms and provisions of this Section 9. For the purpose of this Agreement, "Automotive Category" is defined as automobile manufacturing, sales, servicing and repairs of new and used automobiles, vans, trucks and sport utility vehicles.
- (a) Client shall receive advertising and promotional exclusivity within the Automotive Category with regards to the Park; provided, nothing in this Agreement shall prohibit competitive advertising in and with regard to the Park by any automobile rental and leasing enterprise or any retail automobile parts enterprise attributable to a Specific Event in the Park. Except as set forth herein, neither the City nor City's agents shall authorize or permit any person or entity offering competing products or services in the Automotive Category to display any temporary or permanent advertising in any public or publicly viewed areas of the Park or otherwise to create or have a temporary or permanent marketing presence in the Park.
 - (b) Notwithstanding any other provision of this Agreement, Client acknowledges and agrees that Park Tenants and/or Licensees are entitled to sell sponsorships, nonpermanent advertising and promotional rights for their games and/or events at the Park, which sponsorships, advertising and promotions may be within the same business category as Client. Nonpermanent promotions may include the display during such events of no more than one automobile manufactured and sold by competitors of Client or competitors of the members of Client.
 - (c) The City has a right to declare up to four (4) Park Events per calendar year as "Jewel Events" that would enable a Tenant or Licensee to place on display no more than two vehicles that promote any automotive sales competitor of Client. In addition, the City may declare one (1) of the Jewel Events

each year as an "Exceptional Jewel Event" that would allow a Tenant or Licensee to place sponsor identifying material in such a way as to conceal park signage bearing the Park logo or Client's name. It is expected that the City will select as Jewel Events only those activities that can be reasonably expected to generate direct financial impact for the City or that will attract regional or national media coverage of the Park that otherwise would not be received. No Jewel Event or Exceptional Event may last longer than seven (7) days in the aggregate. Client will be notified at least 45 days in advance of any Jewel Event or Exceptional Jewel Event.

- (10) **Park Use and Occupancy.** Client may use the Park one (1) day per year for the intended purpose of the Park for a private function on a date that is reasonably agreeable to the City and Client when no other event is scheduled. Client will pay all costs associated with operating the Park in relation to such use, including but not limited to: security, preparation, clean-up, etc.
- (11) **Miscellaneous Title Sponsorship Rights and Limitations Thereon.**
 - (a) Client's First Right of Refusal To Remain Park's Title Sponsor. When the City determines what the terms and conditions will be for sale of the rights associated with the Park's Title Sponsorship from and after the expiration of all terms of this Agreement, which shall be no later than July 31, 2018, the City shall first disclose such terms and conditions and offer such rights to Client.
 - (b) Client shall have exclusive right to negotiate a successor title sponsorship rights agreement with the City for a period of six (6) months, beginning August 1, 2018. During this period, the City shall not negotiate with any other person or entity for title sponsorship rights of the Park.
 - (c) If, during any term of this Agreement, the City receives from any third party solicitation or proposal with respect to that party's acquisition of the Park's title sponsorship rights for any period following the expiration of the term of this Agreement and the City would be willing to accept the same, the City shall provide notice to Client of the details of such solicitation or proposal (including but not limited to any time deadline for any required City response thereto) and shall permit Client to match or better such proposal on or by a date and time that is at least thirty-six (36) hours earlier than the time deadline for the City's response to such

third party's solicitation or proposal within thirty (30) days after the date of the City's notice regarding the same.

- (d) Notwithstanding any other provision hereof, in the event this Agreement is terminated pursuant to Section 14 of this Agreement, the first right of refusal granted by this Section shall be null and void.

(12) **Rights to Client Trademarks and Trade Names.** The use by the City of the name "Toyota of Lewisville Railroad Park," trademarks and trade names under the terms and conditions of the Agreement shall inure solely and exclusively to Client and the City shall acquire no goodwill or other interest in them. Client hereby grants to the City, and to any third party that has been authorized or required by the City to use "Toyota of Lewisville Railroad Park" and/or any such trademarks or trade names in connection with the Park, a limited license to use the name "Toyota of Lewisville Railroad Park" (and any such trademarks and/or trade names) for purposes of identification of the Park only. The City may also seek Client's prior written approval of all proposed uses of the "Toyota of Lewisville" name and/or logo in connection with the promotion of the Park, not to be unreasonably withheld. City agrees that it will not use any logo design for the Toyota of Lewisville Railroad Park during all terms of this Agreement except the logo design jointly approved by the City and Client.

(13) **Binding Effect; Change of Name of Title Sponsor.**

- (a) General. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their successors and assigns.
- (b) Change of Identification and Signage In Event of Change of Name of Client or Assignment of Title Sponsorship Rights. Notwithstanding any other provision hereof, if, during any term of this Agreement, the name of Client is changed because of a merger, consolidation, acquisition, or other action, or in the event Client assigns its rights under this Agreement to a third party, then the name of the Park may be changed from "Toyota of Lewisville Railroad Park" to another name; **Provided**, that any name other than "Toyota of Lewisville Railroad Park" shall be subject to the prior written approval of the City, which approval shall not be unreasonably delayed, conditioned or withheld; **Provided, further**, that no name shall be proposed as the name of the Park that includes any word, number, symbol, or any combination thereof, that either is the same or substantially the same as the legal, business or trade name of any tobacco or tobacco-related distributor, manufacturer, or product, or

of any alcohol or alcohol-related distributor, manufacturer, or product. If the City approves any such new name proposed for the Park, all references to "Toyota of Lewisville Railroad Park" that are provided herein, including but not limited to signage contemplated in this Agreement, shall be changed to the new, approved name for the Park. All work required to effectuate any such name changing shall be performed by or through the City. All costs and expenses associated with any such name changing, including but not limited to the City project management expenses, shall be the sole and absolute responsibility of Client and any costs incurred by the City shall be paid by Client within thirty (30) days after the date of the City's invoice therefor.

(14) Termination.

- (a) Defaults & Material Breaches. Each of the following shall constitute a breach and material default of this Agreement:
- (i) The failure by the City to approve a change in the name of the Park to a name that has been proposed by Client or its successor and is otherwise permitted under Section 13 hereof;
 - (ii) The failure by Client to cure a payment default under this Agreement within thirty (30) days following written notice to Client of such payment default (notwithstanding the right of the City to interest on any such sums that become Delinquent);
 - (iii) Either Party's failure to correct, remedy, or cease failure or violation of this Agreement as provided in Subsection (b) below;
 - (iv) Client, or any of its senior officers or non-independent directors in their capacity as officers or directors of Client, is convicted of a felony or has committed, or shall commit, an act of moral turpitude, unless Client terminates the employment of such person;
 - (v) The commencement of bankruptcy or insolvency proceedings by or against Client which has not been dismissed with ninety (90) days of the

commencement thereof. Upon the occurrence of such event, the City has the right to immediately sell any and all rights contained herein.

- (vi) The failure or refusal of City to approve any of the designs, plans and/or specifications of any signs or signage provided for in this Agreement.
- (vii) At any time following the end of the fifth (5th) year of the term of this Agreement, the failure of refusal by the City to cure specific situations described, in writing, by the Client of the City's failure to keep the Park in good repair and condition, ordinary wear and tear excepted; provided however, the City shall have 30 days after receipt of written notice from the Client or such longer period during which the City is diligently attempting to cure such default within which to cure the same. The installment payments required in Section (3) of this Agreement shall be abated during any such cure period. The City acknowledges that the future condition of the Park is a material inducement to Client's willingness to enter into this Agreement.

- (b) Termination For Failure to Correct, Remedy, or Cease Failure or Violation of Agreement Within Reasonable Time After Receipt of Notice Thereof. In the event either Party to this Agreement fails to perform any obligation hereunder, or violates any provision of this Agreement, the other Party may give written notice to such Party of such failure and demand the performance of such Party's obligations hereunder or compliance with the terms and conditions hereof within a reasonable period after the date of such notice, which period shall not be less than ten (10) days nor exceed thirty (30) days unless a different period of time is otherwise provided herein. In the event Client is the Party receiving notice of such failure or violation and Client does not correct, remedy, or cease such failure or violation within the time period specified in such notice, the City may terminate this Agreement, whereupon all obligations of the Parties hereto that had not been incurred as of the effective termination date, including but not limited to the obligation to pay future installment payments, or to thereafter identify the Park as the "Toyota of Lewisville Railroad Park", shall terminate. In the event the City is the Party receiving such notice, Client shall have no obligation to make any

installment payments to the City for the period from the date of the notice until the failure or violation is cured. Thereafter, if the City fails or refuses to cure any such failure or violation within the applicable cure period following notice, then Client may terminate this Agreement and Client shall have no obligation to make any further installment payments whatsoever.

(c) Remedies Available upon Termination of a Party's Rights.

- (i) *Client Remedies.* In the event that the City's rights under this Agreement are terminated by Client pursuant to this Section, in addition to any other remedies which may be available to Client at law or in equity, the installment payments payable pursuant to Section 3 hereof are terminated as of the date of termination and amounts prepaid shall be prorated on the basis of 365 calendar days, and the amount of the Total Fee that is attributable to the period of time after the effective date of such termination shall be refunded to Client or its successor or assignee, as appropriate.
- (ii) *City Remedies.* In the event that Client's rights under this Agreement are terminated by the City pursuant to Section 14(b) hereof, the City, without any further proceedings, may grant and license the title sponsorship rights to the Park to one or more other persons or entities during any portion of the term remaining under this Agreement had it not been terminated and receive license fees therefor; **Provided**, that Client's liability for all additional installment payments to be paid to the City or CSLMG hereunder shall be extinguished and the City may pursue all remedies available under law and at equity for any actual damages incurred by the City as a result of the termination of this Agreement, subject however to City's obligation to mitigate its damages.
- (iii) *Client Remedies Applicable to Section (14)(1)(vii).* At any time following the end of the fifth (5th) year of the term of this Agreement, if Client elects to terminate this Agreement for City's failure or refusal to cure specific situations related to City's repair and the condition of the Park as provided in

Section 14(a)(vii), then Client may terminate this Agreement as provided above and the obligation of Client to make any further installment payments of the Total Fee shall be extinguished. If City disputes Client's right to terminate this Agreement, as provided herein, then under such circumstance City's sole and exclusive remedy under such circumstance at law and in equity shall be limited to the payment by Client to City of liquidated damages in the amount of \$75,000.00.

- (15) **Force Majeure; Substantial Damage.** In the event that either Party to this Agreement is unable to perform its obligations hereunder or to enjoy any of its benefits because of the destruction of the Park due to any cause, including a natural disaster, or action or decree of a governmental body with appropriate jurisdiction (hereinafter referred to as a "Force Majeure Event"), the Party that has been so affected shall timely give written notice to the other Party of such fact and shall do everything possible to resume its performance. Upon receipt of such notice, each Party's obligations hereunder shall be suspended for the period of such Force Majeure Event and, if applicable, the installment payment for the year in which the Force Majeure event occurs shall be reduced pro rata and Client shall receive a credit to be applied to future installment payments for the difference between the installment payment paid and the amount of the reduced payment. If the Force Majeure Event lasts for a period of two (2) or more years from and after the date that the other Party receives notice of such Force Majeure Event and the Party that received such notice has been able to perform its obligations hereunder despite such Force Majeure Event, the Party that received such notice may terminate this Agreement by giving notice thereof to the Party unable to perform because of such Force Majeure Event.
- (16) **Indemnification.** Each of Client and the City hereby agrees to defend, indemnify, and hold harmless the other and their respective officers, directors, partners, principals, agents, employees, and other representatives or any of the foregoing from and against any and all claims arising from or as a result of (a) the breach by the other of its respective representations, warranties, or obligations under this Agreement, (b) any injury to or death of persons or any loss of or damage to property in any manner occurring as a direct or proximate result of any act or omission of the other, respectively in connection with the subject matter of this Agreement, (c) the signage installed at the Park in accordance with this Agreement. The respective indemnification obligations under this Section 16 shall not be applicable with respect to any claim to the extent such claim occurs as a direct or proximate result of any grossly negligent act or omission or any willful misconduct of the party being indemnified and/or the person or entity seeking to be indemnified under this Section 16.

(17) **Notices.** Any notice or communication to be given by one Party to the other under this Agreement must be in writing; and if given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the third business day following the date on which a registered or certified letter containing such notice or communication, properly addressed, with postage prepaid, is deposited in the United States mail, but if given otherwise than by registered or certified mail, it shall be deemed to have been given when received by the Party to whom it is addressed. Such notices or communications shall be delivered or sent to the following respective addresses or to such other addresses as the parties, from time to time, may specify in writing:

If to the City: City of Lewisville
 Att'n: City Clerk
 123 Main Street
 Lewisville, TX 12345

With copy to: City Attorney
 City of Lewisville
 123 Main Street
 Lewisville, TX 12345
 () - - - - - Telephone
 () - - - - - Facsimile

If to Client: RRIJR Auto GRoup, Ltd.
 d/b/a Toyota of Lewisville
 1547 S. Stemmons Freeway
 Lewisville, TX 75067
 Att'n: Rene Isip, Jr.
 (469) 671-5500- Telephone
 (469) 671-5556- Facsimile

With copy to: Shackelford, Melton & McKinley, LLP
 Att'n: Brian Melton/Daniel Hoops
 3333 Lee Parkway, 10th Floor
 Dallas, TX 75219
 (214) 780-1400 - Telephone
 (214) 780-1401 - Facsimile

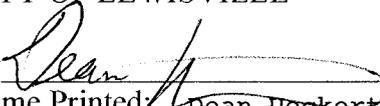
If to CSLMG: CSL Marketing Group
 7200 Bishop Road, Suite 220
 Plano, TX 75093
 (972) 491-6900 - Telephone
 (972) 491-6903 - Facsimile

- (18) **Amendments.** No addition to, deletion from or other amendment or modification of any of the provisions hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.
- (19) **Applicable Law; Venue; Miscellaneous Provisions.**
- (a) This Agreement shall be construed under the Laws of the State of Texas.
 - (b) The venue for any action brought hereunder shall be in the District Court of the State of Texas in and for Denton County.
 - (c) This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement shall have any rights under this Agreement.
 - (d) Nothing in this Agreement shall be construed to create a partnership or joint venture, nor to authorize any Party hereto to act as agent for or representative of any other Party hereto. Each party hereto shall be deemed an independent contractor and no Party hereto shall act as, or hold itself out as acting as, agent for any other party hereto.
- (20) **Captions.** The titles of the articles, sections, and subsections of this Agreement are for convenience only, and do not define or limit the contents.
- (21) **Waivers.** No action other than a written notice by one Party to the other specifically stating that such notice has the effect of a waiver, shall constitute a waiver of any particular breach or default of such other Party. No such waiver notice from either Party shall waive the other Party's failure to fully comply with any other term, condition, or provision of this Agreement, irrespective of any knowledge any City or Client officer, employee, or agent may have of any breach or default of, or noncompliance with such other term condition, or provision. No waiver of full performance by either Party shall be constructed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.
- (22) **Cumulative Rights.** All remedies available at law or in equity to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- (23) **Entire Agreement.** The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof. This Agreement constitutes the entire agreement between the Parties respecting the subject matter hereof and there are no understandings or agreements between them respecting the subject matter hereof, written or oral, other than as set forth herein.
- (24) **Agreement Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect and may be delivered by electronic delivery of a digitized signature or by facsimile.
- (25) **City Representations and Warranties.** The City hereby represents to Client that:
- (a) The City has full authority to execute, deliver and perform the obligations of this Agreement;
 - (b) The City has taken all actions, and obtained all approvals, in accordance with and as required by all applicable law to make this Agreement a fully binding and legally enforceable obligation of the City.

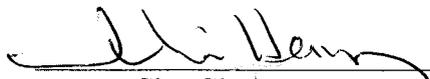
In Witness Whereof, the Parties hereto have executed this Agreement on the dates indicated below to be effective on the date of execution by the City.

CITY OF LEWISVILLE

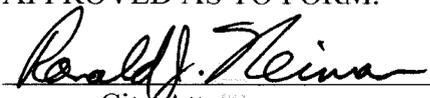
By 
Name Printed: Dean Ueckert
Title: Mayor

Date: August 16, 2010

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

RRIJR AUTO GROUP, LTD.,
a Texas limited partnership
d/b/a Toyota of Lewisville

By: RRI Management, LLC,
a Texas limited liability company,
its general partner

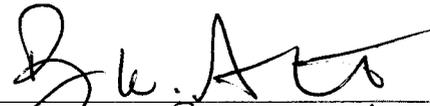
By: 
Rene R. Isip, Jr., Manager

Date: 2/4/10

ATTEST:

Title: _____

CSL MARKETING GROUP LLC

By: 
Name Printed: BRAD W. ALBERTS
Title: SUP

Date: 8-4-10

ATTEST:

Title: _____

Exhibit "B"

DEFINITION OF "DOMINANT PRESENCE AT THE PARK" AND RELATED TERMS

As used in this Exhibit "B", the following terms, when capitalized, shall have the following meanings:

"Dominant Presence at the Park" shall mean that the Aggregate Amount of Signage for Client within the Targeted Area must be at least two hundred percent (200%) of the Aggregate Amount of Signage of the Next Largest Corporate Sponsor within the Targeted Area; provided, however, such requirement need not be met to the extent Client Sign is covered up as permitted by Section 9(c).

"Aggregate Amount of Signage" for Client or any other corporate sponsor shall be determined by adding the Amount of Signage for each Client Sign or Corporate Sponsor Sign, as appropriate; provided, however, that temporary signs of a Corporate Sponsor displayed at the Park as permitted hereunder are not included in this definition. For example, if a Corporate Sponsor has three Signs displayed at the Park and the Amount of Signage of those Signs is 45 feet, 45 feet, and 90 feet, respectively, the Aggregate Amount of Signage for such Corporate Sponsor during such Event is 180 feet.

"Amount of Signage" means, with respect to any Sign, the Size of such Sign.

"Client Content" means, with respect to any Sign, the Content of such Sign that is an advertisement, mention, or promotion of, or reference to, Client or any of Client's products or services, or any combination of the foregoing, including all accompanying text and graphics that are reasonably viewed as forming part of the whole impression or message that promotes Client or any of Client's products or services.

"Client Content Amount" means, with respect to any Sign, the square footage (rounded to the nearest inch) in which Client Content appears, determined by measuring the square footage (rounded to the nearest inch) contained within an artificial border created by drawing a rectangle around such Client Content from the lowest point to the highest point and from the point furthest left to the point furthest right. Such border may not include any Non-Client Content and, in order to avoid such a result, there shall be created as many separate areas of Client Content as are necessary to avoid including any Non-Client Content. For example, if the top of a Sign contains the Park name, the middle of the Sign contains directions to concession stands, and the bottom of the Sign contains Client's logo, the Client Content Amount of such Sign will consist of the amount of Client Content on the top plus the amount of Client Content on the bottom.

"Client Sign" means any Sign (a) the Content of which is specifically required by Client (regardless of the content of such Sign); (b) the predominant purpose of which is advertising Client or Client's products or services; or (c) of which at least 50% of the Sign Content Amount is Client Content Amount.

"Content" means, with respect to any Sign, all text and graphics incorporated into, embedded in, affixed to, projected within, or other otherwise displayed within or on such Sign.

"Corporate Sponsor Sign" means any Sign the predominant purpose of which is advertising a corporate sponsor or its businesses or services.

"Next Largest Corporate Sponsor" means, with respect to the Targeted Area, the corporate sponsor (other than Client) that has the most Aggregate Amount of Signage within the Targeted Area.

"Non-Client Content" means, with respect to any Sign, the Content of such Sign that is not Client Content, including all accompanying text and graphics that are reasonably viewed as forming part of the whole impression or message that is not Client Content.

"Non-Client Content Amount" means, with respect to any Sign, the square footage (rounded to the nearest inch) in which Non-Client Content appears, determined by measuring the square footage (rounded to the nearest inch) contained within an artificial border created by drawing a rectangle around such Non-Client Content from the lowest point to the highest point and from the point furthest left to the point furthest right. Such border may not include any Client Content and, in order to avoid such a result, there shall be created as many separate areas of Non-Client Content as are necessary to avoid including any Client Content.

A **"Sign"** is any text and/or graphics, including any advertisement, sign, emblem, Mark, or design, that are incorporated into, embedded in, affixed to, projected within, or other otherwise displayed in a Targeted Area.

"Sign Content Amount" means, with respect to any Sign, the sum of Client Content Amount on such Sign plus the Non-Client Content Amount on such Sign.

"Size" means, with respect to a Sign, the square footage (rounded to the nearest inch) of such Sign. For purposes of this definition, the following rules apply: (a) a traditional "billboard" type Sign that has a fixed border that encloses the text or graphics has the aggregate square footage (rounded to the nearest inch) contained within such border and (b) any other type of Sign has the square footage (rounded to the nearest inch) contained within an artificial border created by drawing a rectangle around such Sign from the lowest point to the highest point and from the point furthest left to the point furthest right.

"Targeted Area" means the areas within the boundaries of the Park.

Exhibit "C"

Toyota of Lewisville Railroad Park Logo Design Addendum

[To be attached.]

MEMORANDUM



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

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

FROM: Julie Heinze, City Secretary

DATE: December 8, 2016

SUBJECT: Consideration of a Nomination to the North Central Texas Council of Governments Regional Emergency Preparedness Planning Council (EPPC); and Consideration of Appointing an Alternate Representative to the North Central Texas Council of Governments Regional Emergency Preparedness Planning Council (EPPC).

BACKGROUND

The Emergency Preparedness Planning Council is composed of elected officials from cities and counties participating in the NCTCOG Emergency Preparedness Department to set policy and oversee regional emergency capabilities in planning, preparedness, response, recovery, and mitigation. In addition, EPPC continues to ensure excellence in regional preparedness through coordination and integration of various emergency preparedness plans, practices and resources; and through engagement of stakeholders such as state and federal agencies, hospitals, and other private sector entities.

ANALYSIS

Deputy Mayor Pro Tem Leroy Vaughn was nominated by City Council on November 5, 2012 and subsequently appointed to the North Central Texas Council of Governments Regional Emergency Preparedness Planning Council (EPPC). His current term expires on January 26, 2017. This council meets on a quarterly basis, NCTCOG staff has advised that Deputy Mayor Pro Tem Vaughn was able to attend two of the four meetings scheduled this year. This Council is composed of elected officials from participating cities and counties. Cities are grouped into population brackets in accordance with current population estimates. The nomination form needs to be returned to the NCTCOG Executive Board no later than January 9, 2017. Mayor Pro Tem Gilmore currently serves as the Alternate Representative for this committee. Should he be moved up to the Representative positions, City Council will also need to consider an Alternate Representative to fill in for the representative if needed. An alternate will not need to be considered if Mayor Pro Tem Gilmore remains as the City's Alternate Representative.

RECOMMENDATION

It is City staff's recommendation that the City Council consider the nomination to EPPC and alternate appointments, if necessary, as set forth in the caption above.



Julie Heinze <jheinze@cityoflewisville.com>

Fwd: FW: Emergency Preparedness Planning Council Open Nominations

Jessica Mason <JMason@nctcog.org> Thu, Dec 1, 2016 at 5:16 PM
 To: "rem@list.ncttrac.org" <rem@list.ncttrac.org>, "eppc@list.ncttrac.org" <eppc@list.ncttrac.org>, "eppcip@list.ncttrac.org" <eppcip@list.ncttrac.org>
 Cc: Emergency Preparedness <emerprep@nctcog.org>

Good afternoon,

The Emergency Preparedness Planning Council (EPPC) is composed of elected officials from cities and counties participating in the NCTCOG Emergency Preparedness Program and sets policy and oversees regional emergency capabilities in planning, preparedness, response, recovery, and mitigation. In addition, EPPC continues to ensure excellence in regional preparedness through coordination and integration of various emergency preparedness plans, practices, and resources, as well as through engagement of stakeholders such as state and federal agencies, hospitals, and other private sector entities.

Per council bylaws, considerations for council seat selection will include regional geographic balance, emergency preparedness experience, and opportunity for officials in the same population category to serve.

EPPC members represent population categories. See below for number of seats available within a population category.

Population	Number of Seats Available
5,000 - 14,999	2
15,000 – 29,999	1
30,000 – 49,999	1
50,000 – 79,999	1
80,000 - 119,999	1
170,000 - 249,000	1
750,000 - 999,999	1
1,000,000+	1

EPPC members have two-year terms. Therefore, seats filled in January of 2017 will expire in January of 2019. **The nomination period to fill these seats is from December 1, 2016 (today) until January 9, 2017 at 5:00 p.m.** The NCTCOG Executive Board will then seat new members at the January 26, 2017 Executive Board meeting.

I have attached the current EPPC roster and nomination form for your reference. Please let me know if you have any questions.

Regards,

Jessica Mason

Senior Emergency Preparedness Specialist

North Central Texas Council of Governments

P.O. Box 5888 | Arlington, Texas | 76005-5888

☎ 817-608-2352 | ☎ 972-885-9841 | ☎ 817-608-2372

Confidential Information: The information contained in this transmittal and accompanying documents, if any, is protected by both state and federal law. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or action taken in reliance on the contents of this transmittal is strictly prohibited. If you have received this transmittal in error, please notify the sender immediately to arrange for return or destruction of these documents. The authorized recipient of this information is prohibited from disclosing this information to any other party except as may be permitted by law, and is required to destroy the information after its intended purpose has been fulfilled, unless otherwise permitted by law.

EPPCIP mailing list
EPPCIP@list.ncttrac.org
<http://list.ncttrac.org/cgi-bin/mailman/listinfo/eppcip>

2 attachments

 **2016_EPPC_Roster_12.1.16.pdf**
121K

 **EPPC Nomination Form.pdf**
73K

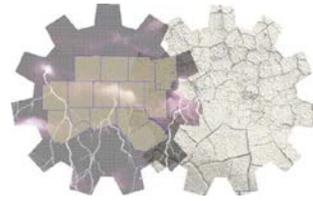
2016 Emergency Preparedness Planning Council Members

First Name	Last Name	Jurisdiction	Position	Title	Email	Phone	Population Represented	Seat Expires
Rickie	Allison	Benbrook	Chair	Mayor Pro Tem	place4@cityofbenbrook.com	(817) 996-9593	15,000-29,999	January 2017
Bruce	Arfsten	Addison	Member	Councilmember	barfsten@addisontx.gov	(972) 450-7027	15,000-29,999	January 2018
Joe	Brown	Erath County	Member	Commissioner, Precinct 3	pct3@co.erath.tx.us	(254) 918-2113	County	Permanent
Perry	Bynum	Eules	Member	Councilmember	place6@eulesstx.gov	(817) 822-7712	50,000-79,999	January 2018
J.D.	Clark	Wise County	Member	County Judge	cojudge@co.wise.tx.us	(940) 627-5743	County	Permanent
Roger	Deeds	Hood County	Member	Sheriff	rdeeds@co.hood.tx.us	(817) 579-3330	County	Permanent
Joe	Frizzell	Midlothian	Member	Mayor Pro Tem	joe.frizzell@midlothian.tx.us	(972) 775-3481	15,000-29,999	January 2018
Tammy	Dana-Bashian	Rowlett	Member	Mayor Pro Tem	tdana-bashian@rowlett.com	(469) 203-9750	50,000-79,999	January 2017
Rick	Grady	Plano	Member	Councilmember	rickgrady@plano.gov	(972) 941-7107	250,000-399,999	January 2018
Richard	Hill	Hunt County	Member	Mayor Pro Tem, City of Commerce	rhill@huntcounty.net	(903) 408-4246	County	Permanent
Clay Lewis	Jenkins	Dallas County	Member	County Judge	clay.jenkins@dallascounty.org	(214) 653-7949	County	Permanent
Gerald	Joubert	Forest Hill	Member	Mayor	gjoubert@foresthilltx.org	(817) 524-8982	5,000-14,999	January 2017
							15,000-29,999	VACANT, Jan. 2018
Matthew	Marchant	Carrollton	Member	Mayor	matthew.marchant@cityofcarrollton.com	(469) 287-3969	120,000-169,999	January 2018
Dick	Martin	Navarro County	Member	Comissioner, Precinct 2	dmartin@navarrocounty.org	(903) 654-3032	County	Permanent
Stephen	Mason	Cedar Hill	Member	Councilmember	stephen.mason@cedarhilltx.com	(972) 291-5100	30,000-49,999	January 2018
Adam	Medrano	Dallas	Member	Councilmember	adam.medrano@dallascityhall.com	(214) 670-4048	1,000,000+	January 2017
Bobbie	Mitchell	Denton County	Member	Commissioner, Precinct 3	bobbie.mitchell@dentoncounty.com	(972) 434-4780	County	Permanent
Marc	Moon	Palo Pinto County	Member	Constable	marc.moon@co.palo-pinto.tx.us	(940) 659-8409	County	January 2018
Tim	Nelson	Frisco	Member	Councilmember	tnelson@friscotexas.gov	(972) 898-8461	120,000-169,999	January 2018
Mark	Riley	Parker County	Member	County Judge	judge.riley@parkercountytexas.com	(817) 598-6148	County	Permanent
Kyle	Bulter	Ellis County	Member	Commissioner, Precinct 4	kyle.butler@co.ellis.tx.us	(972) 825-5305	County	Permanent
Keith	Self	Collin County	Member	County Judge	keith.self@collincountytexas.gov	(972) 548-4623	County	Permanent
Carol	Strain-Burk	Lancaster	Member	Councilmember, Mayor Pro Tem	cstrainburk@lancaster-tx.com	(972) 218-1245	30,000-49,999	January 2017
David	Sweet	Rockwall County	Member	County Judge	dsweet@rockwallcountytexas.com	(972) 204-6001	County	Permanent
Kelly	Turner	Kennedale	Vice Chair	Councilmember, Mayor Pro Tem	mkellyturner@gmail.com	(214) 929-4763	5,000-14,999	January 2018
Leroy	Vaughn	Lewisville	Member	Councilmember, Deputy Mayor Pro Tem	lvaughn@cityoflewisville.com	(972) 219-3404	80,000-119,999	January 2017
Dennis	Webb	Irving	Member	Councilmember, Mayor Pro Tem	denniswebb@cityofirving.org	(214) 490-9749	170,000-249,999	January 2017
B. Glen	Whitley	Tarrant County	Member	County Judge	gwhitley@tarrantcounty.com	(817) 884-1441	County	Permanent
J.Bruce	Wood	Kaufman County	Member	County Judge	countyjudge@kaufmancounty.net	(972) 932-4331 x1218	County	Permanent
Martin	Woodruff	Decatur	Member	Mayor	mayor@decaturtx.org	(940) 627-3684	5,000-14,999	January 2018
Larry	Woolley	Johnson County	Member	Commissioner, Precinct 4	lwoolley@johnsoncountytexas.org	(817) 558-9400	County	Permanent
Nancy	Yingling	Coppell	Member	Councilmember	nyingling@coppelltx.gov	(214) 784-6985	30,000-49,999	January 2018
Zim	Zimmerman	Fort Worth	Member	Councilmember	zim.zimmerman@fortworthtexas.org	(817) 392-8803	750,000-999,999	January 2017

Updated 12/1/2016

Emergency Preparedness Planning Council

Nomination Form



Date: _____

Elected Official Nominated: _____

Title: _____

Jurisdiction: _____

Mailing Address: _____

City: _____

Zip Code: _____

Email Address: _____

Phone Number: _____

What contributions could this nominee make to the EPPC?

Please include a brief biography of your nominee as part of your submission



Nominated By: _____

Title: _____

Jurisdiction: _____

Mailing Address: _____

City: _____

Zip Code: _____

Email Address: _____

Phone Number: _____

Nominator Signature: _____

Please scan and send the completed form to jmason@nctcog.org or fax to 817-608-2372 Attn: EP Jessica Mason.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Gina Thompson, Strategic Services Director

DATE: December 8, 2016

SUBJECT: **Consideration of the Dates and Location for the 2017 City Council Retreat, and Dates for Upcoming Workshops.**

BACKGROUND

Council previously approved February 2 and 3 for as the dates for the 2017 City Council Retreat.

ANALYSIS

Staff recommendation is to hold the retreat in Allen, Texas in order to tour mixed use, retail, and event center developments in that City. Currently the Courtyard by Marriott is holding space for February 2, 3, and 4 (in case Council would prefer February 3rd and 4th rather than the 2nd and 3rd currently scheduled). In addition, staff is recommending that April 10 be added to list of workshop dates and May 29 be removed.

RECOMMENDATION

That the City Council finalize the dates and location for the City Council Retreat, remove May 29 as a workshop date, and add April 10 as a workshop date.