



Lewisville City Council

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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
JANUARY 9, 2017**

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

WORKSHOP SESSION – 5:40 P.M.

REGULAR SESSION – 7:00 P.M.

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 5:40 P.M.

- A. Discussion of Capital Project Prioritization
- B. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION – 7:00 P.M.

- A. **INVOCATION:** Councilman Ferguson
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Deputy Mayor Pro Tem Vaughn
- C. **PROCLAMATION:** Recognizing Local Marathon Champion Keith Pierce
- D. **PUBLIC HEARINGS:**
 - 1. **Public Hearing:** Consideration of an Ordinance Adopting Camp Standards of Care in Compliance With Texas Administrative Code 745.115(3) Municipal for Recreational Camp Programs.

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 9, 2017**

ADMINISTRATIVE COMMENTS:

The Department of Family and Protective Services provides an exemption to the license requirement for child-care facilities for municipal recreation programs. The City's camp program meets the criteria for said exemption but requires the Council's adoption of the proposed ordinance setting for the standards of care. This is the same standards of care as approved by City Council the past six years with the addition last year of the LLELA Nature Preserve Camps.

RECOMMENDATION:

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

- E. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.
- F. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
2. **APPROVAL OF MINUTES:** City Council Minutes of the December 19, 2016, Workshop Session and Regular Session.
3. **Approval of a Professional Service Agreement with Marquis Restoration & Preservation, Ponder, Texas, for Rehabilitation Work to the Split Rail Fence Surrounding the 1850's Homestead Complex Located in the Lewisville Lake Environmental Learning Area, in the Amount of \$7,200; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

This past September, Staff contracted with Marquis Restoration & Preservation to restore the barn located at the 1850's homestead for a price of \$48,700. The work on the barn has been completed and now staff would like to have the split rail fence restored in the same manner as the barn. Marquis Restoration & Preservation utilizes materials and workmanship that would have been available in the 1850's. The split rail fence is a continuation of the overall restoration that is occurring at the homestead. This work, however, will cause the value of both improvements to exceed \$50,000 which requires City Council approval.

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 9, 2017**

RECOMMENDATION:

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

- 4. Approval of a Resolution Calling the May 6, 2017 Lewisville City Council General Election; Authorization of an Election Calendar; and Authorization for the Mayor to Sign the Election Order.**

ADMINISTRATIVE COMMENTS:

An election calendar has been prepared for the May 6, 2017, City Council election, which will include Place Nos. 1 and 3 on the ballot. State law requires that canvassing of the election be held between the 3rd and 11th day following an election. City staff recommends conducting the canvassing at the City Council meeting scheduled for May 15, 2017. City staff will be meeting with both Denton and Dallas Counties in the coming weeks and an item authorizing contracts for election services with both counties will be brought back for City Council consideration. These contracts will address polling locations for both early voting and Election Day.

RECOMMENDATION:

That the City Council approve the proposed resolution and election calendar as set forth in the caption above.

- 5. Approval of a Resolution Adopting the City's Legislative Agenda for the 2017 Texas Legislature and Authorizing the Mayor and City Manager to Communicate the City's Adopted Legislative Priorities.**

ADMINISTRATIVE COMMENTS:

The 85th Texas Legislature convenes on January 10 and is expected to consider legislation on a wide range of issues with a direct impact on municipal government in general and on Lewisville in particular. This resolution officially adopts the city's 2017 Legislative Agenda, establishes priorities, and authorizes the mayor or city manager to sign letters and other documents in keeping with the adopted Agenda.

RECOMMENDATION:

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

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 9, 2017**

- 6. Approval of a Request by Denton County Transportation Authority (DCTA) for a Letter of Support on its Application for the Environmental Protection Agency's (EPA) Brownfields Assessment Grant.**

ADMINISTRATIVE COMMENTS:

Denton County Transportation Authority (DCTA) has requested a letter of support from the City of Lewisville for its application for the Environmental Protection Agency's (EPA) Brownfields Assessment grant to perform Phase II subsurface assessment activities. The project site is located in Lewisville at the DCTA Lewisville Maintenance Facility at East Highway 121 and South Railroad Street. The letter of support is included as an attachment.

RECOMMENDATION:

That the City Council approve the request for a letter of support as set forth in the caption above.

G. REGULAR HEARINGS:

- 7. Consideration of a Variance to the Lewisville City Code, Section 4-28, Temporary Structures and Uses, Regarding a Temporary Sales and Marketing Trailer at 1216 Lake Falls Terrace Part of Lakewood Hills West Phase I, a Single Family Detached Development Located South of Windhaven Parkway West of Josey Lane, as Requested by Greg Olaniyan, Representing Pulte Group, the Property Owner.**

ADMINISTRATIVE COMMENTS:

Pulte Homes is currently developing a 133-unit single family detached residential project on a 44.860-acre property zoned PUD, located south of Windhaven Parkway west of Josey Lane. The minimum unit size is 2,000 sf. A variance is being requested to place a temporary sales and marketing trailer on their site for the purpose of pre-sales before the model home is completed. The City of Lewisville building code does not allow portable buildings to be placed in the City for the purposes of sales offices of this type.

RECOMMENDATION

That the City Council approve the variance as set forth in the above caption not to exceed twelve (12) months or at the issuance of a Certificate of Occupancy of the model home located at 1216 Lake Falls Terrace, whichever occurs first.

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 9, 2017**

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

- 8. Consideration of an Ordinance Repealing Ordinance 3829-12-2010, Which Established the Arts Advisory Board, and Ordinance 3966-10-2012, Which Adds a Duty to the Board, and Replacing Said Ordinances in Their Entirety.**

ADMINISTRATIVE COMMENTS:

City Council established the Arts Advisory Board by ordinance in 2010. This new ordinance will replace the existing one in order to add language clarifying the purpose of the Art Support Grants program and its intended connection to tourism. This change was discussed by City Council at its November 21, 2016, workshop.

RECOMMENDATION:

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

PRESENTATION: - James Kunke, Community Relations & Tourism Director

- 9. Consideration of Declaring a Vacancy Exists in Place No. 3 of the Board of Directors of the Lewisville Local Government Corporation; and Consideration of an Appointment to Place No. 3 of the Board of Directors of the Lewisville Local Government Corporation.**

ADMINISTRATIVE COMMENTS:

When this Corporation was first formed, the City Council wanted to have five Council Members serve on this Corporation. A roster of the corporation members has been prepared for City Council review. Due to Greg Tierney no longer serving as a City Council Member, City Council will need to consider declaring a vacancy in Place No. 3 should they wish to maintain the original intention of having only City Council Members serve on this board. The Articles of Incorporation for this board state that the Board of Directors consist of five (5) persons who are residents of the City shall be appointed by the City Council and that the Board Members may be members of the City Council. Should the City Council declare the vacancy, Place No. 3 will need to be filled by either Mayor Pro Tem Gilmore or Councilman Jones.

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 9, 2017**

RECOMMENDATION:

That the City Council declare the vacancy and consider the appointment to Place No. 3 of the Board of Directors of the Lewisville Local Government Corporation.

- 10. Provide Direction to City Staff Regarding a Potential Date for a Charter Amendment Election.**

ADMINISTRATIVE COMMENTS:

City Council reviewed the 2015 Charter Review Commission's final recommendations at the July 20, 2015, City Council workshop. Since no decision was made at that time related to the calling of a charter election, the topic was brought back for consideration at the January 25, 2016, City Council meeting. Direction was given at that time to bring the item back before the City Council in January 2017. At this time, City staff is requesting that this topic be discussed at the City Council Retreat scheduled for February 3 and 4, 2017.

RECOMMENDATION:

That the City Council provide direction to City staff regarding a potential date for a Charter Amendment Election.

- 11. Consideration of a Professional Services Agreement with Todd Bressi in the Amount of \$62,000 for Consulting Services Related to Creating a Public Art Master Plan.**

ADMINISTRATIVE COMMENTS:

A selection team of city staff and arts community representatives reviewed proposals and chose Todd Bressi (with Meridith McKinley) to develop a public art master plan for the city. Bressi and McKinley have completed more than a dozen similar plans for other cities, including four in North Texas. Funding is available in the FY 2016-17 Hotel Fund budget. Completion of the Public Art Master Plan is anticipated by Fall of 2017.

RECOMMENDATION:

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

PRESENTATION: - James Kunke, Community Relations & Tourism Director

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 9, 2017**

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

- I. **CLOSED SESSION**: In Accordance with Texas Government Code, Subchapter D,
 - 1. Section 551.071 (Consultation with Attorney): Consideration of Settlement of Contractual Dispute with Atlas Barnett, LLC f/k/a Titan Operating, LLC
 - 2. Section 551.072 (Real Estate): Property Acquisition
 - 3. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations

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

- K. **ADJOURNMENT**

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

CAPITAL PROJECTS PRIORITIZATION

JAN 9 2017

PRESENTATION OVERVIEW

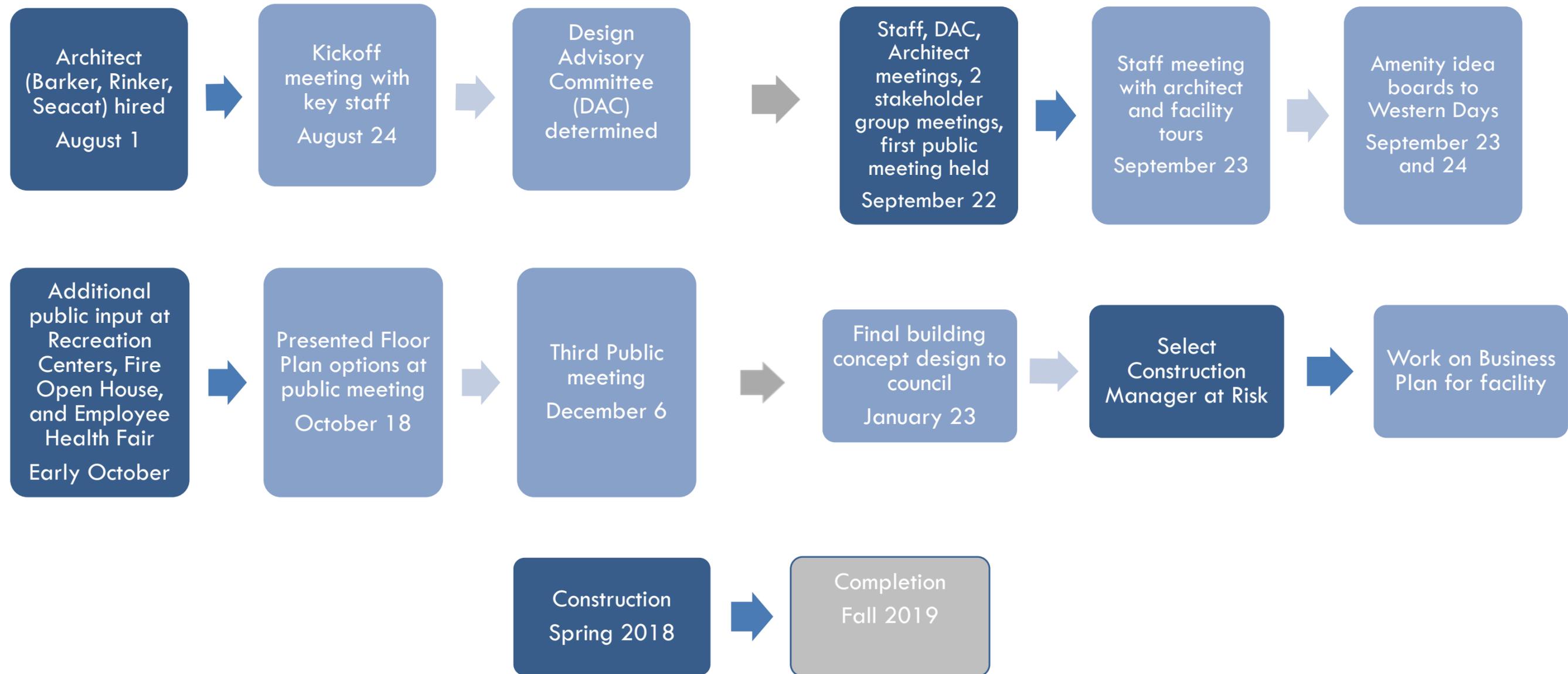
- Overall CIP cost escalation, Chris Squadra, Peak Program Value, LLC
- Multi-Generational Center (MGC) process/options
- Park projects overview – current and planned
- Decisions regarding Overall Parks Projects Priority and Funding and Multi-Generational Center needed as a result of CIP construction cost increases and LISD not participating in Nature Center
- Street Projects
- Facility Projects
- Utility Projects

MGC CREATION

Project was created during Blue Ribbon/ Lewisville 2025 discussions

- Combine Memorial Park Recreation Center and Senior Center
- Bond Election held for MGC (\$25.1M) and Aquatics Facility (\$13M) approved for total of \$38.1M
 - Cost estimate based on Grapevine project results – cost per square foot
 - Escalated based on a 2016 start date
 - Assumed utilizing existing utilities (later determined to be not be feasible)
- Bond propositions related to park projects:
 - The issuance of \$39,900,000 for park, open space, public art and recreation improvements and facilities
 - The issuance of \$13,000,000 for an indoor aquatic center and water recreation facilities

MGC DESIGN CONCEPT, PUBLIC INPUT PROCESS





ORIGINAL SCOPE

Building – Provide additions to existing recreation and senior center buildings as shown in original bond project scope.

Site – Add additional parking to existing parking lot. Approximately 150 spaces.

During initial due diligence period, architect recommended that current facilities not be repurposed.

PARKING

CAPACITY :

192 existing parking spaces

150 new parking spaces

342 total spaces

BUDGET IMPACT :

Further study of existing building condition would be necessary to determine budget impact. Initial due diligence noted potential problems with existing facilities that would be expensive to repair with minimal impact to available space. The issues noted included:

- Structural Foundation Issues
- Presence of former stock pond in parking lot / building footprint
- Outdated mechanical equipment that would not meet energy code
- Accessibility issues that would require total renovation of toilet rooms
- Compromises in building program to fit within available spaces in existing building
- Buildings at different elevations complicate accessibility issues
- Inefficient parking configuration



ORIGINAL SCOPE – FLOOR PLAN

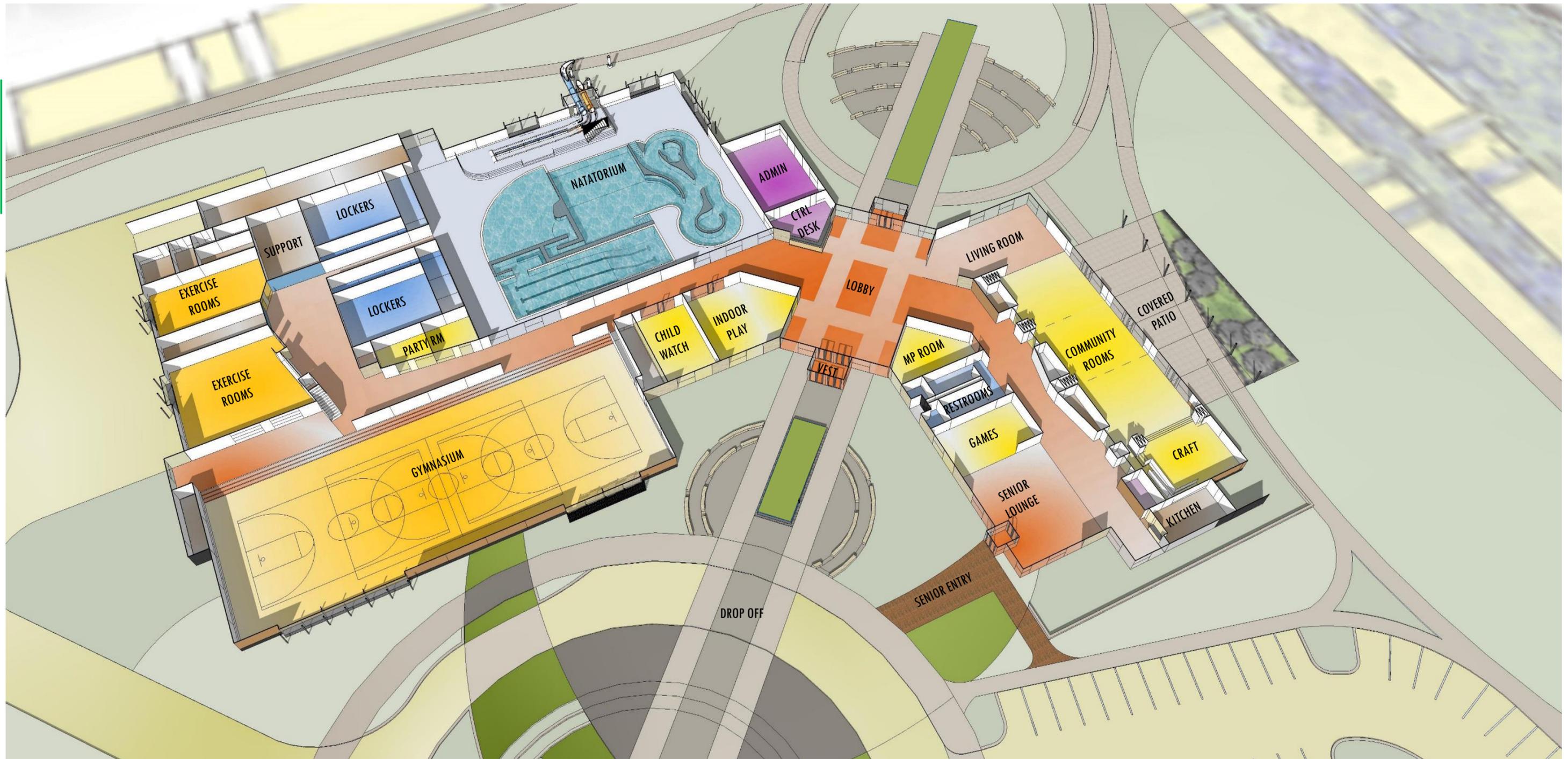
- LEGEND**
- | | | |
|------------------------|------------------------------------|--------------------|
| A. PARK DRIVE | J. NATIVE GRASS / WILDFLOWER MIX | S. MEADOW / LAWN |
| B. PARKING BAYS | K. GATHERING PAVILION | T. NATURE TRAIL |
| C. BIOSWALE | L. SERVICE YARD | U. PARK TRAIL |
| D. BIOSWALE ROUNDABOUT | M. EXISTING PLAYGROUND | V. OAK SAVANNAH |
| E. DROP-OFF COURT | N. PROGRAM AREAS - CLASSROOM | W. WOODED GROVE |
| F. ENTRANCE PLAZA | O. PLAYGROUND GATHERING PLAZA | X. WOODLANDS ZONE |
| G. OUTDOOR TERRACE | P. SHADE PAVILION | Y. PLAY LAWN |
| H. LAWN | Q. OBSERVATORY TOWER & NATURE PLAY | Z. MEMORIAL BRICKS |
| I. SIGNAGE WALL | R. HOMESTEAD SITE | |



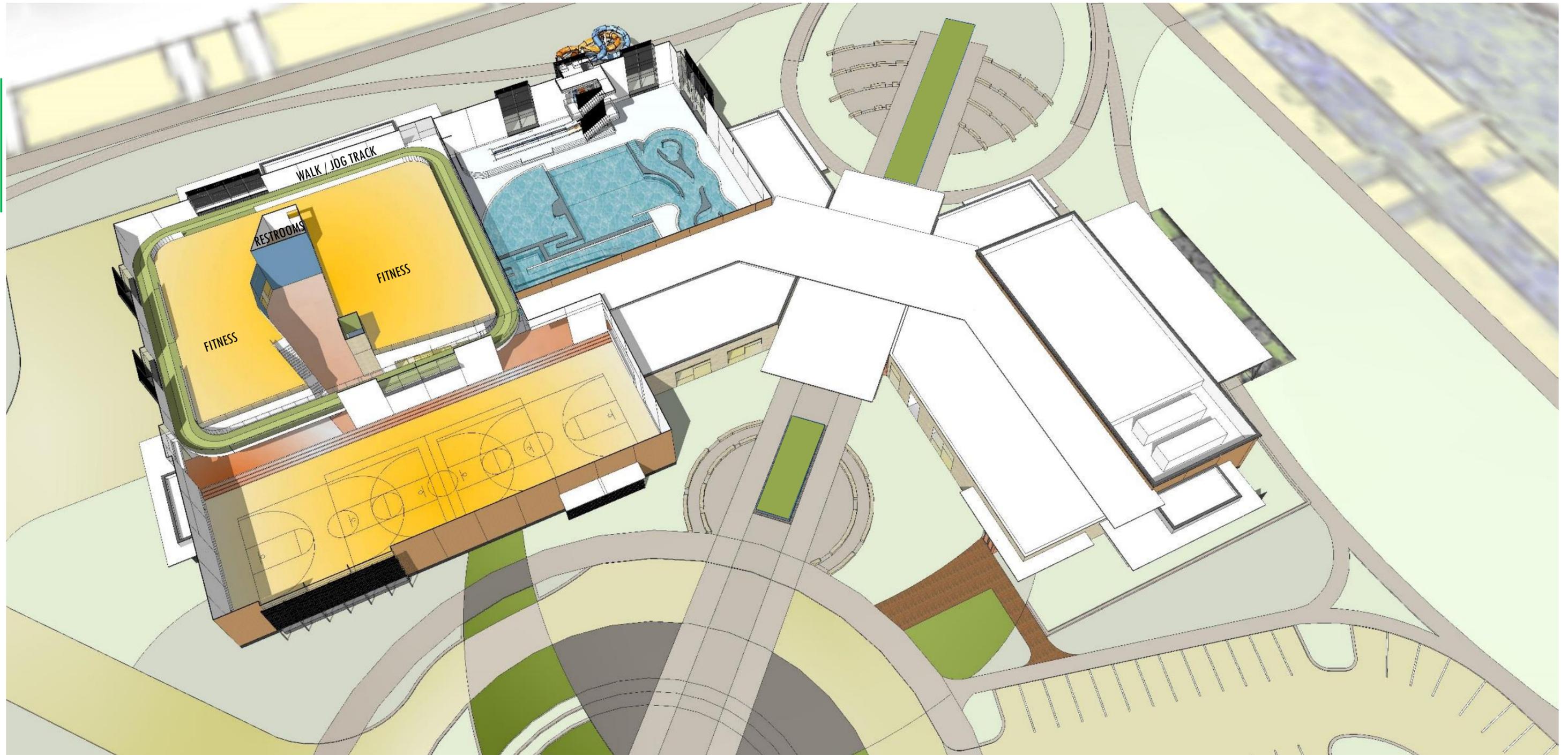
MEMORIAL PARK

VALLEY VISTA
NATURE PARK

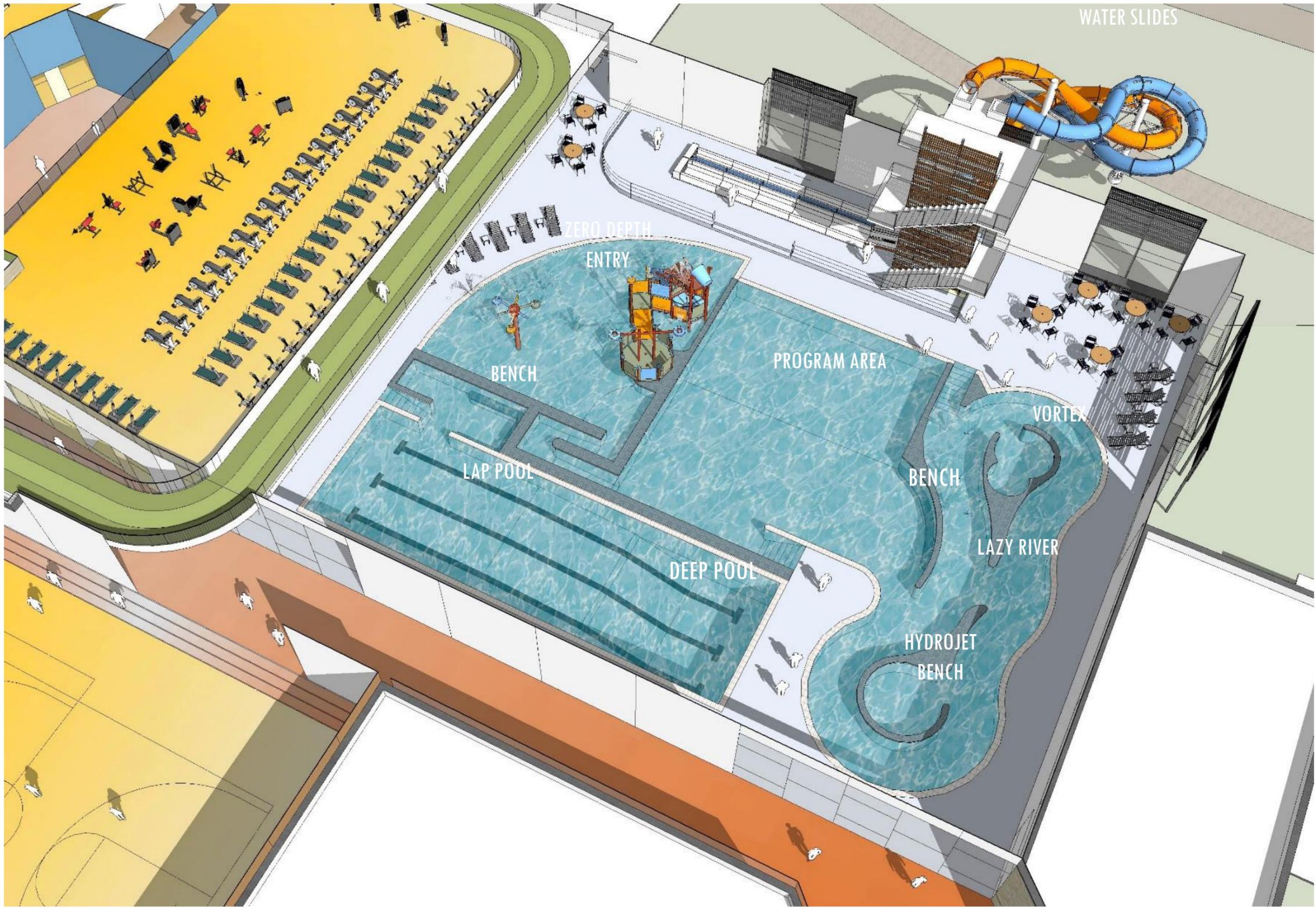
OVERALL SITE MASTERPLAN



MAIN FLOOR



UPPER FLOOR



NATATORIUM



MAIN ENTRY



NATATORIUM



FITNESS



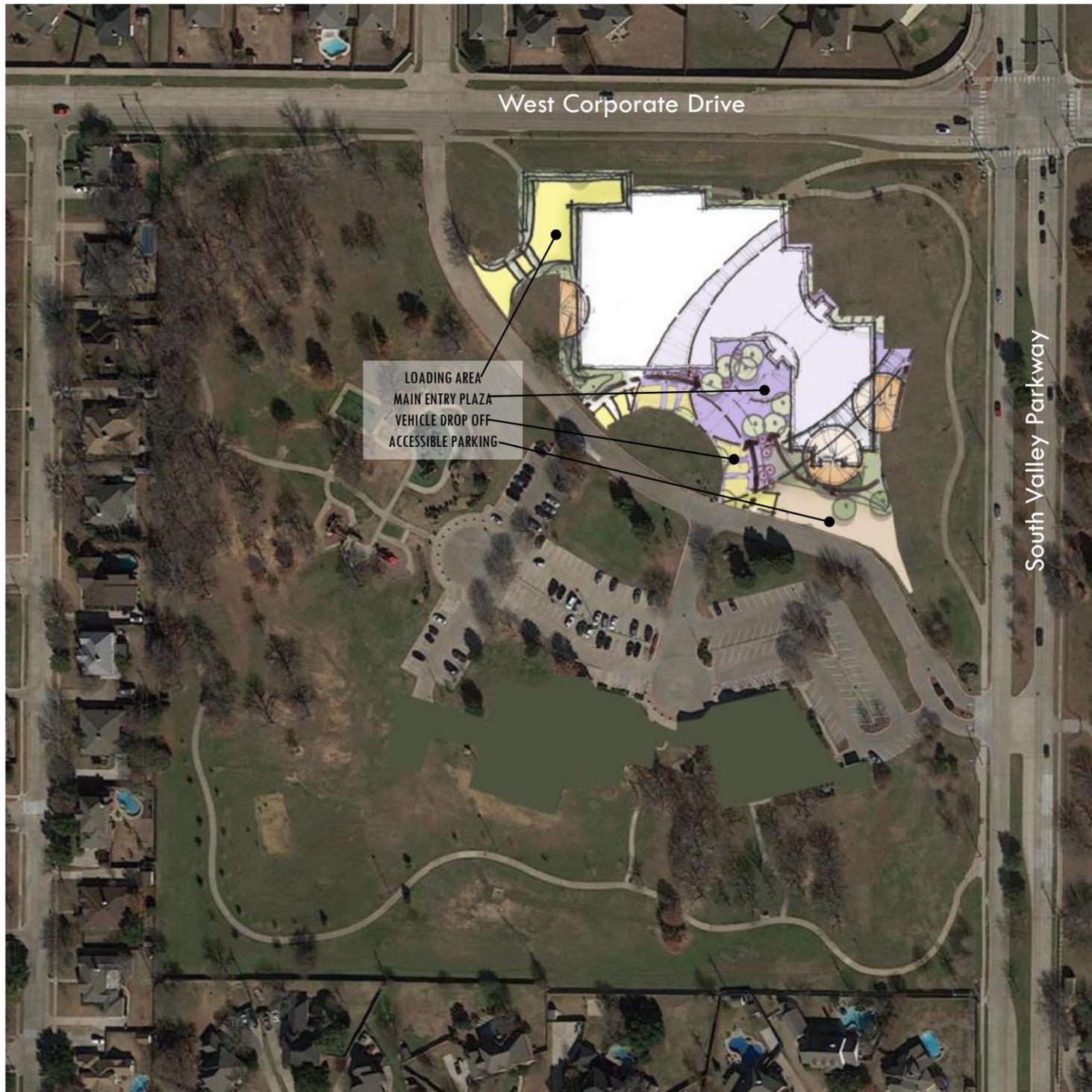
SENIOR ENTRY



COVERED PORCH



VIEW FROM INTERSECTION



OPTION 1:

Building - Provide entire 85,000 s.f building program as developed by Community Design Advisory Committee, Lewisville Staff, and Public Input process.

Site – Provide minimal site work that includes the following:

- Vehicle Drop Off
- Main Entry Plaza
- Loading area
- 24 New Accessible Parking Spaces adjacent to Senior Wing
- Reuse existing vehicle access drive
- Reuse existing parking
- Demolish existing buildings

PARKING CAPACITY:

Approximate parking space numbers:

192 existing parking spaces

24 new accessible spaces

216 total spaces

BUDGET IMPACT:

Option adds \$6.4 M above initial project budget

Total Budget \$44.5 M



OPTION 2:

Includes all of Option 1 and additional site features:

- 100 Parking Spaces in masterplan configuration
- Start of bioswale drainage tied to Lewisville sustainability goals
- New access drive from S Valley Parkway
- Reuse west side of existing vehicle access drive
- Reuse west half of existing parking

PARKING

CAPACITY:

Approximate Parking Space Numbers:

110 existing parking spaces

24 new accessible spaces

100 new parking spaces

234 total spaces

BUDGET IMPACT:

Option adds \$7.9 M above initial project budget

Total Budget \$46 M



OPTION 3:

Includes all of Option 2 and additional site features:

- All of masterplan parking area including spaces along west entry access drive
- Completion of bioswale drainage tied to Lewisville sustainability goals
- Completion of new access drive from S Valley Parkway

PARKING CAPACITY:

Approximate parking space numbers:

24 new accessible spaces

60 new parking spaces along access drives

250 new parking spaces in bays

334 total spaces

BUDGET IMPACT:

Option adds \$8.9 M above initial project budget

Total Budget \$ 47 M



OPTION 4:

Includes all of Option 3 and additional site features:

- Northeast community event plaza / Nature Park gateway
- S Valley Parkway "Field of Flowers"
- Landscaping north of building
- Landscaping in center of drop off circle
- Completion of vehicle drop off circle

PARKING CAPACITY:

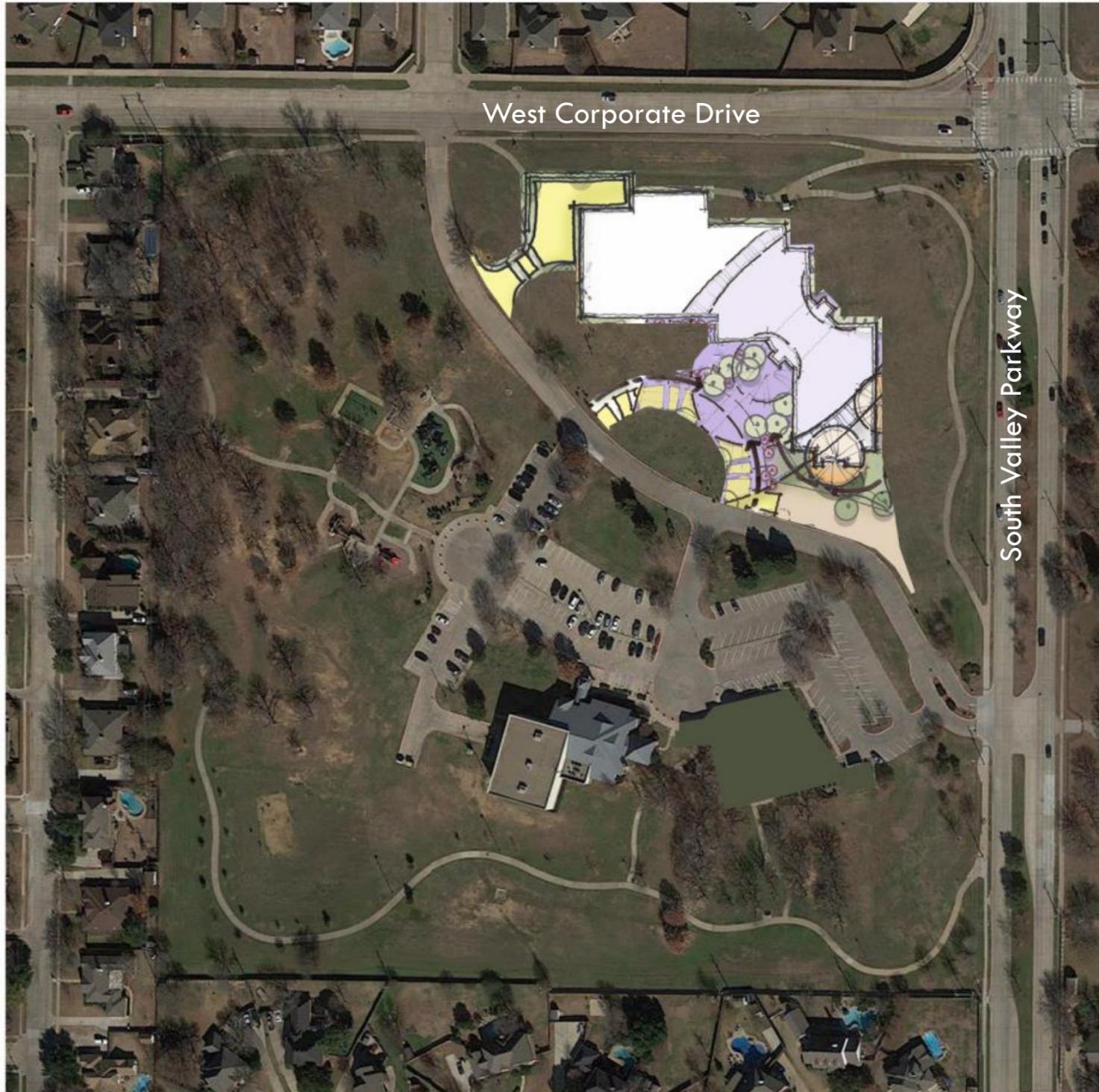
Approximate Parking Space Numbers:

- 24 new accessible spaces
- 60 new parking spaces along access drives
- 250 new parking spaces in bays
- 334 total spaces

BUDGET IMPACT:

Option adds \$10.2 M above initial project budget

Total Budget \$ 48.3 M



PHASING OPTION 5

OPTION 5:

Building - Provide reduced scope building to meet original budget. Scope reduction from base program included the following:

- ELIMINATE GYM
- REDUCE NATATORIUM AND POOL BY 10%
- DEFER WATER SLIDES
- ELIMINATE COMMUNITY ROOM PORCH
- 20% WINDOW AREA REDUCTION
- REDUCE LOCKER ROOM CEILING QUALITY

Site – Provide minimal site work similar to Option 1 with reductions related to reduced building square footage

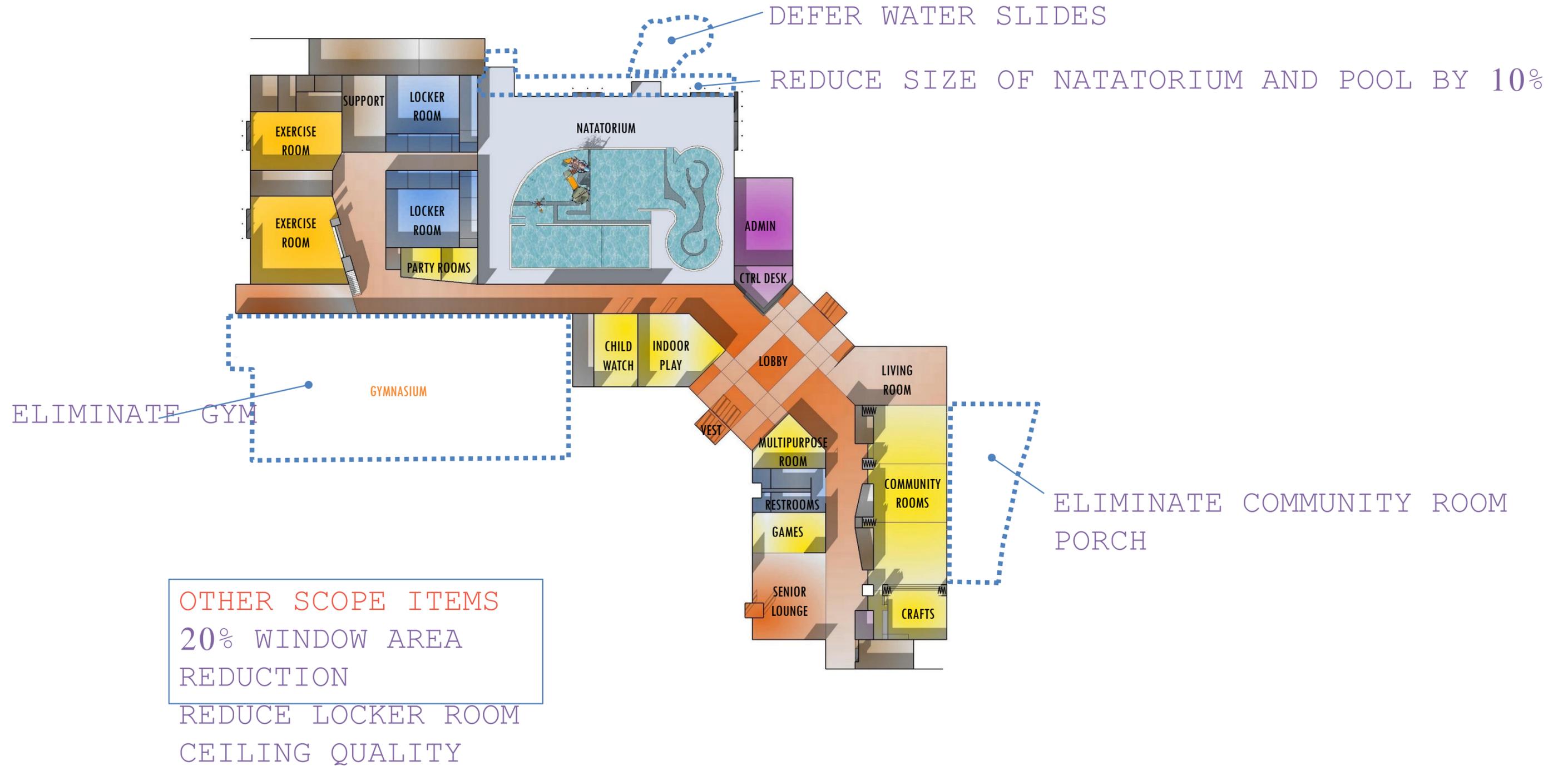
PARKING CAPACITY:

Approximate parking numbers:
192 existing parking spaces
24 new accessible spaces
216 total spaces

BUDGET IMPACT:

Option adds \$0 M above initial project budget

Total Budget \$ 38.1 M



PHASING OPTION 6 – FLOOR PLAN SCOPE REDUCTION

CURRENT PARK INVESTMENT CIP PROJECTS

Park Improvements (\$4,886) - infrastructure improvements (4B)

Park ADA Improvements (\$54,314) (4B)

Lake Park Improvements (\$46,975) (4B)

RR Park (\$10,739) – improvements to Toyota of Lewisville RR Park – camera replacement (4B)

Lone star TOL RR Park (\$306,669) – Sponsorship funding to be used for one time events/activities and improvements (Naming Rights Agreement)

LLELA (\$106,327) – improvements to LLELA as needed (GF)

Trail Development (\$279,503) – planned for future matches for trail grants (4B)

FLAP Lake Park Improvements – (\$26,255) will be used for roadway and parking area improvements - this is part of the match to the grant (4B)

CURRENT PARKS INVESTMENT CIP PROJECTS

Pool repainting/coating (\$9,016) – will be used for pool surface coating (4B)

Kayak Take Out Points – (\$1,699,844) – two access points to river for kayaking (4B)

Nature Center (\$8,108,225) – amount currently set aside of \$20M needed (green centerpiece master strategy #33 denotes 17-18 for design and 19-20 for construction) (4B)

MGC (\$973,432) – funding currently available for design work (G O Bond)

Park Land Purchase (\$1,500,000) (C.O.s sold for park purposes)

Garden Ridge Trail (\$2,059,506) – Grant and 4B City match funding for trail

Lake Park Soccer Fields Turf Renovation (\$3,735) – completing project currently - may can be transferred to another like project (4B)

Lake Park road improvements (\$282,000) (GF)

PLANNED DEBT ISSUANCES

Current Schedule:

▪ MGC*	\$33,705,000	2017-18	G O Bond
▪ Lake Park Day Use	\$5,100,000	2019-20	G O Bond
▪ Lake Park Campground/Pavilion Imp	\$2,600,000	2020-21	G O Bond
▪ Trail Development	\$2,007,000	2021-22	G O Bond
▪ Trail Development	\$2,000,000	2022-23	G O Bond
▪ Trail Development	\$3,093,000	2023-24	G O Bond
▪ East Hill Park	\$8,000,000	2024-25	4B Bond
▪ Herring Recreation Center	\$2,000,000	2024-25	4B Bond
▪ Trail Development	\$7,000,000	2024-25	4B Bond

*Sold \$4.395M for design in FY 2015-16.

DECISION POINT — PRIORITY OF PARKS PROJECTS

1. MGC/Aquatic Facility
2. Nature Center
3. Valley Vista
4. Trails
5. Lake Park Improvements
6. Herring Rec Center Renovation*
7. Land Purchases
8. East Hill Park (have existing master plan (2002) that will need to redone)

*City Council will need to consider future use of center: PALS Admin offices, racquetball courts, gym, etc.

DECISION POINT – OPTION ON MGC

<u>Option</u>	<u>Cost</u>	<u>Amenities</u>	<u>Over budget amount</u>
Option 1	\$44.5M	85,000 sq ft new building	\$6.4M
Option 2	\$46M	+100 parking spaces, start of bioswells, new access drive	\$7.9M
Option 3	\$47M	+ all parking, and complete bioswells	\$8.9M
Option 4	\$48.3M	+plaza/gateway, field of flowers, landscaping, drop off circle	\$10.2M
Option 5	\$38M	no gym, defer water slides, reduce natatorium, eliminate porch	\$ -0-

DECISION POINT - FUNDING

Funding Needs:

- MGC/Aquatic Facility - \$6.4M to \$10.2M depending on option selected
- Valley Vista Park - \$1M estimate
- Nature Center - \$12M (currently have \$8.1M)
- Lake Park ADA Improvements - \$222,569 (currently have \$97,431 in existing projects)

Funding Options:

- 4B Bond sale sooner than 24-25
- Re-allocate funds from land purchase - \$1.5M
- Delay Nature Center or fund another way. Use current \$8M (or a portion) for MGC
- Allocation from 4B Fund balance - \$2M
- Recreation Fund balance - \$480K
- Park development fee - \$454K

RECOMMENDATIONS BASED ON MAXIMIZING DEDICATED SOURCES OF FUNDING FOR PARKS AND MAINTAINING G O BOND PROGRAM PLANNED ISSUANCES

Recommended Funding:

- MGC/Aquatic Facility - Reallocate \$8M in 4B cash currently allocated for Nature Center = \$46.1M
- Nature Center - \$2M 4B fund balance, reallocate \$1.5M C.O.s , \$480K Recreation fund balance, \$454K Park Development fees = \$4.434M for design of nature center. Sell \$15.566M in 4B bonds in 19-20 for construction.*
- Valley Vista Park - General Fund \$1,000,000
- ADA Lake Park Improvements – supplement will be requested at mid-year from 4B or General Fund Balance - \$222,569

Impacts:

2024-25 4B Bonds previously discussed to be issued for trails, East Hill Park, and Herring Recreation Center renovation will be delayed 5 – 6 years; although Herring Recreation Center could be renovated utilizing General Fund dollars, if determined to be a higher priority. Lake Park/campground improvements would continue as planned.

Funding for land purchases would have to be re-programmed.

*Hold Charrette process with partners in Winter/Spring 2017

REVISED DEBT ISSUANCES

Current Schedule:

▪ MGC	\$33,705,000	2017-18	G O Bond
▪ Nature Center	\$15,566,000	2019-20	4B Bond
▪ Lake Park Day Use	\$5,100,000	2019-20	G O Bond
▪ Lake Park Campground/Pavilion Imp	\$2,600,000	2020-21	G O Bond
▪ Trail Development	\$2,007,000	2021-22	G O Bond
▪ Trail Development	\$2,000,000	2022-23	G O Bond
▪ Trail Development	\$3,093,000	2023-24	G O Bond
▪ East Hill Park	\$8,000,000	2030-31	4B Bond
▪ Herring Recreation Center	\$2,000,000	2030-31	4B Bond
▪ Trail Development	\$7,000,000	2030-31	4B Bond

COUNCIL DIRECTION REGARDING MGC

Park priorities

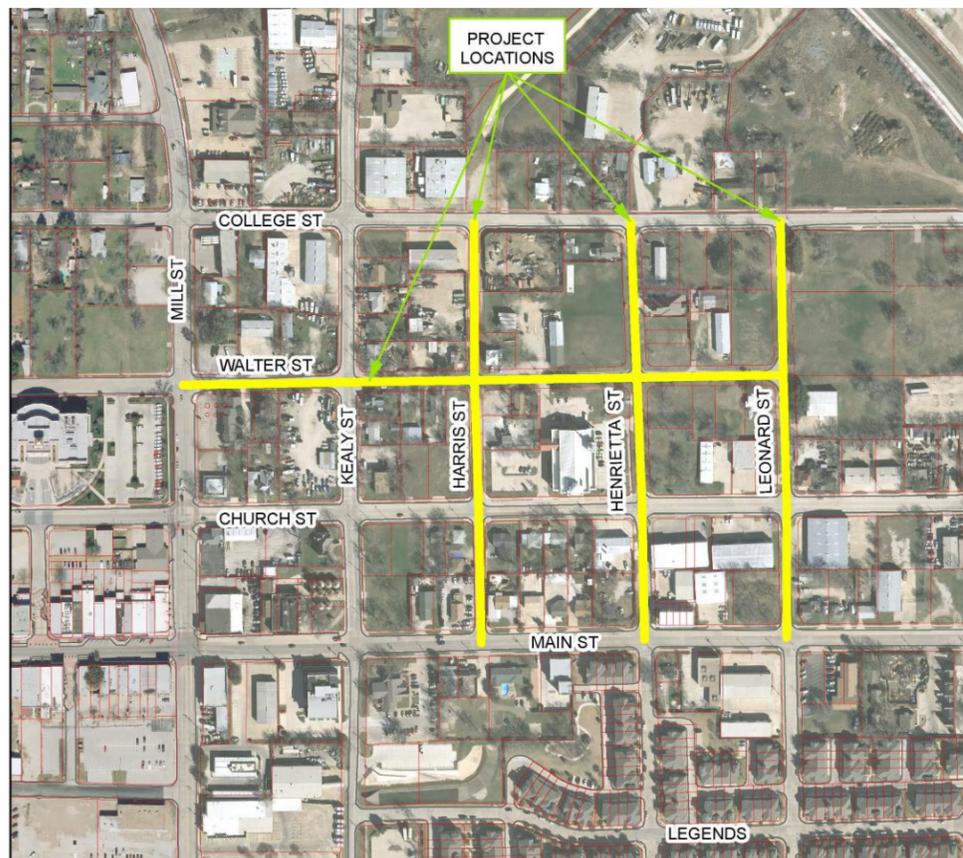
MGC option

Funding recommendation

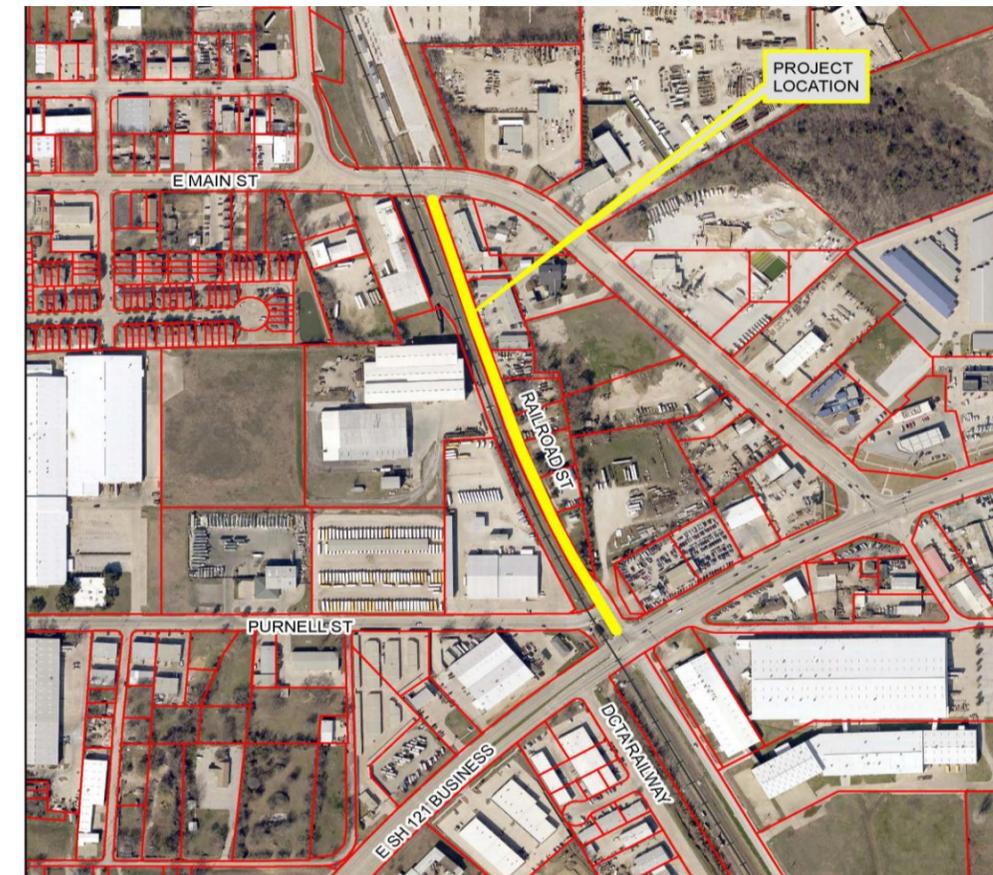
STREETS

FUNDING ISSUES — RESOLVED/DELAYED

Northeast Old Town — all general cash and bond money was moved to Valley Ridge. Project is on hold pending Transportation Improvement Program Modification funding (TIP MOD) approval for Valley Ridge allowing refund of General Fund cash & bonds. UF cash money still in project (\$565K). Because a large number of the lots are vacant in NEOT and the streets generally carry less traffic, staff recommendation is to mill & overlay those streets with internal Public Services staff.



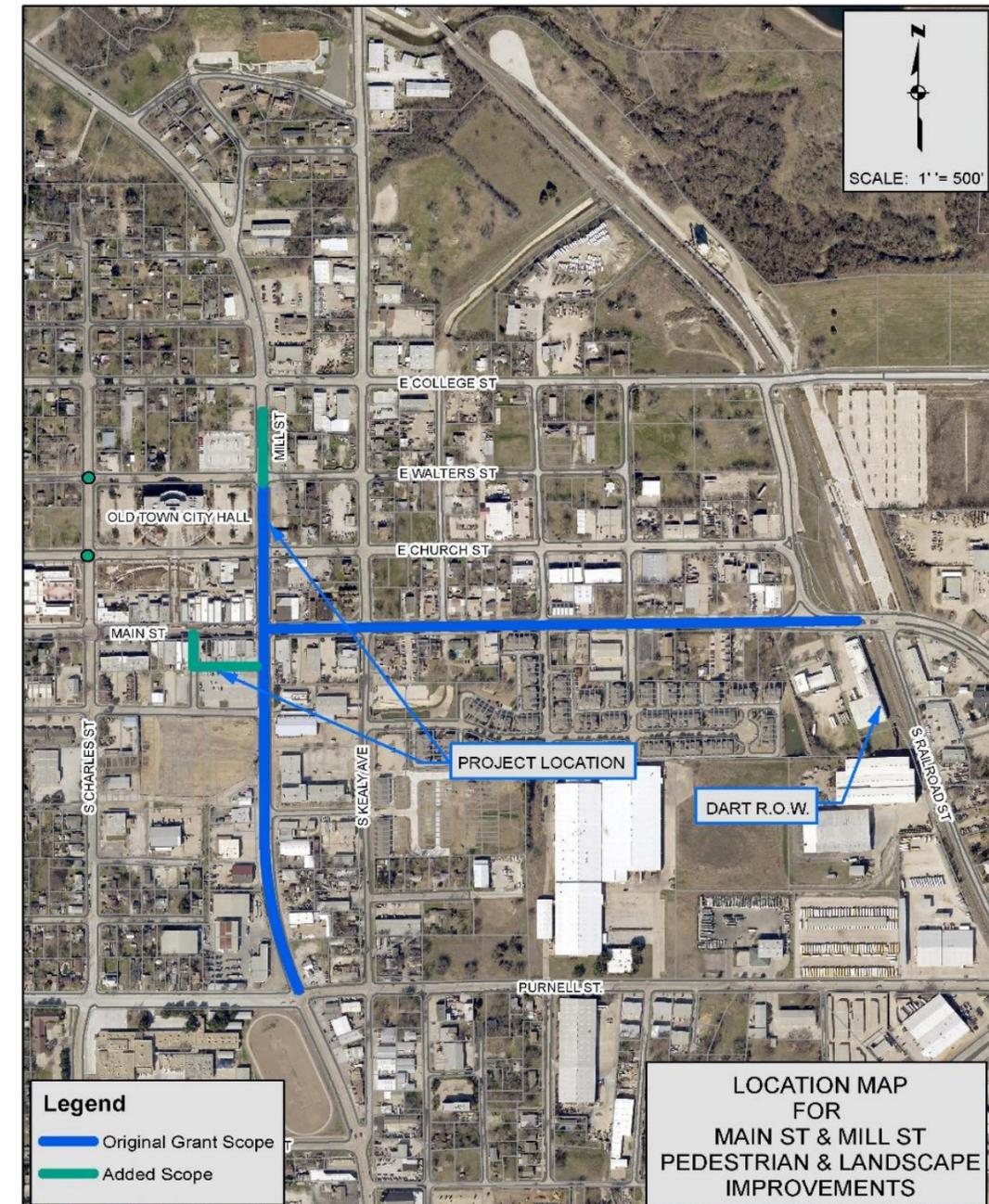
Railroad Street — all general capital projects cash funding and bond money was moved to Valley Ridge. Project is on hold pending TIP MOD approval for Valley Ridge allowing refund of General Fund cash & bonds. Still have \$890K in UF bond money in project.



OLD TOWN TOD (MAIN AND MILL) NEED \$1.6M

Old Town TOD (Main and Mill) – Cost estimate is \$6.6M (including alley)

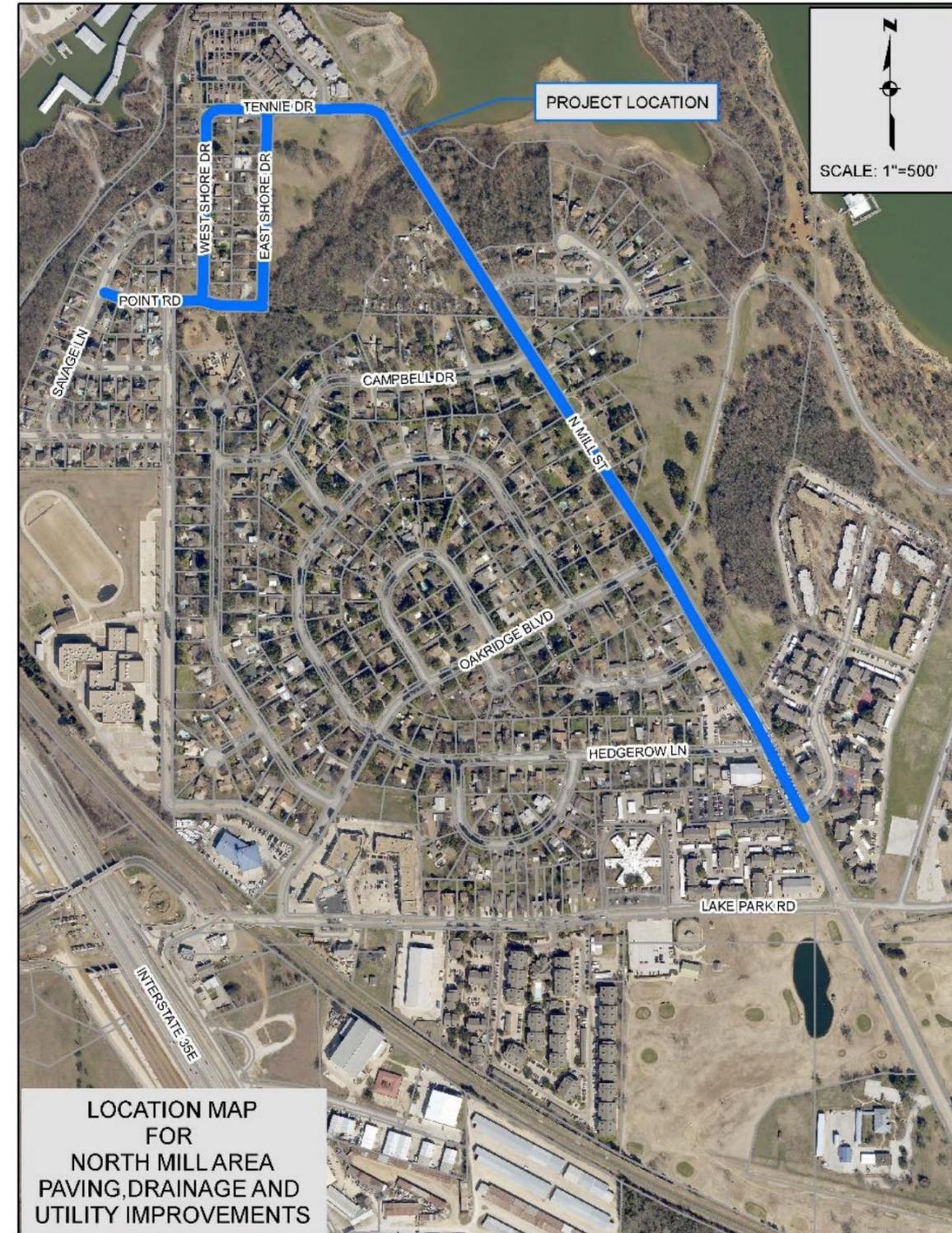
- \$3.6M from grant
- \$1.4M budget
- **Need \$1.6M**
- Construction expected in Summer 2017



NORTH MILL — NEED \$526,000

North Mill — construction cost estimate is \$2.8M

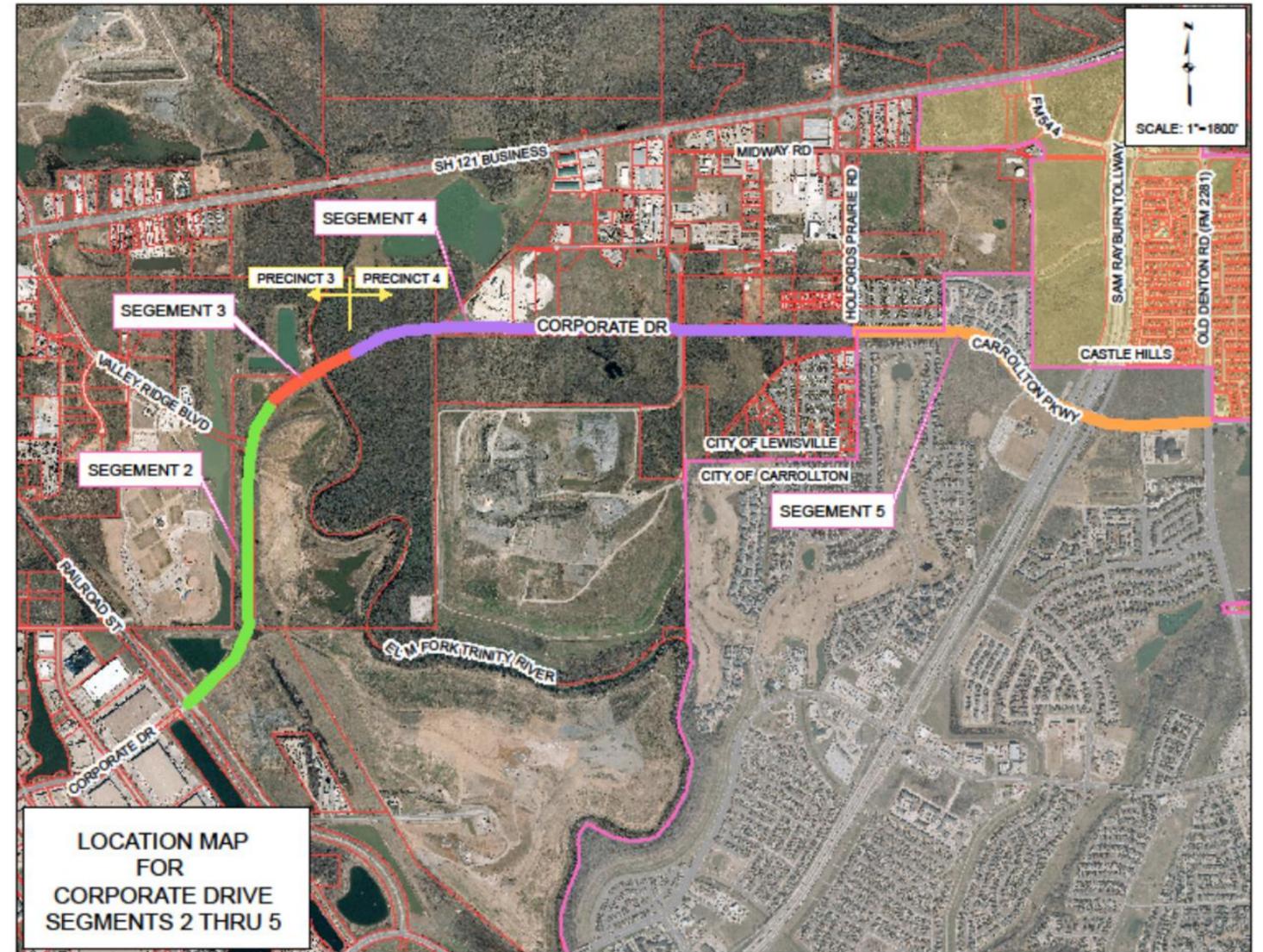
- \$2.274M balance
- **Need \$526,000**
- Construction expected early 2018



CORPORATE — NEED \$3.8M

Corporate — Estimate is \$31M for segments 2, 3, and 4. Segment 5 is \$4M. Segment 6 is \$10.4M. Total \$45.4M cost estimate. Design is \$4m estimate. ROW is estimated at \$200K = \$49.6M

- \$7.69M to be sold in 2019
- \$37.298M available in project budget right now
- \$986,000 in interest earnings that can be appropriated to project
- **Need \$3.8M (based on a 5% escalation)**
- Construction Segment 6 expected fall 2017, Segment 5 expected Early FY18-19, Segments 2-4 construction expected early FY 19-20.
- +\$2 – \$12M in options for split bridge, aesthetics, river access, and parking



MIDWAY RD — NEED \$1M

Midway- Huffines to Fire Station — Cost estimate is \$5.3M + ROW

- County funding reimbursement \$3.5M
- Balance available is \$883K
- **Need \$1M**
- Construction expected in Fall 2017

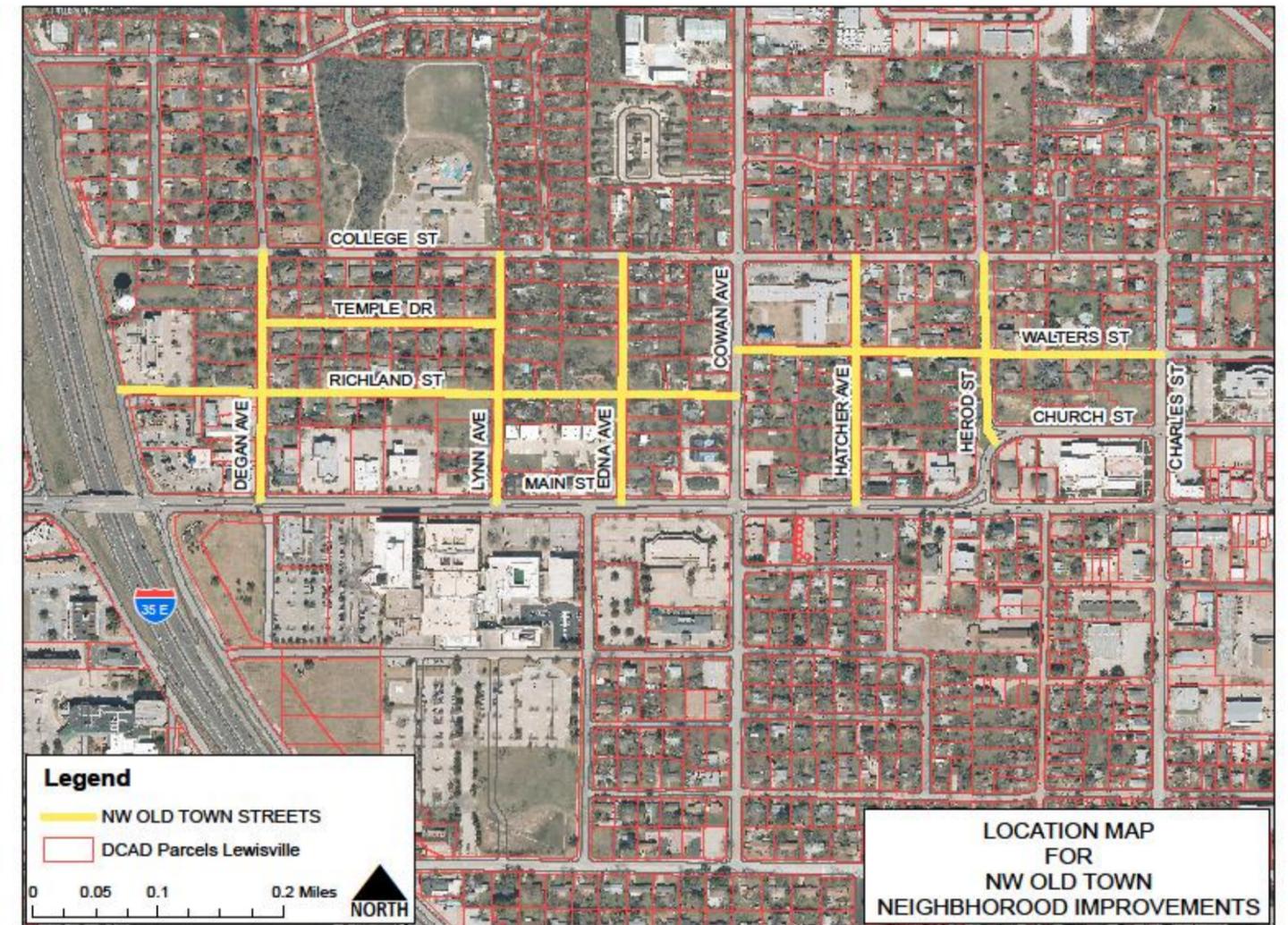


NORTHWEST OLD TOWN — NEED \$1.8 - \$2.7M

- Current available is \$1.228M + \$2,400,000 from NCTCOG through the eventual Valley Ridge TIP MOD, and transfer \$565,000 utility money from NEOT, results in a total of \$4,193,000.
- The following streets in NWOT have a PCI rating indicating very poor, serious and failed conditions:

Temple, Richland, Lynn, Walters, Hatcher & Herod

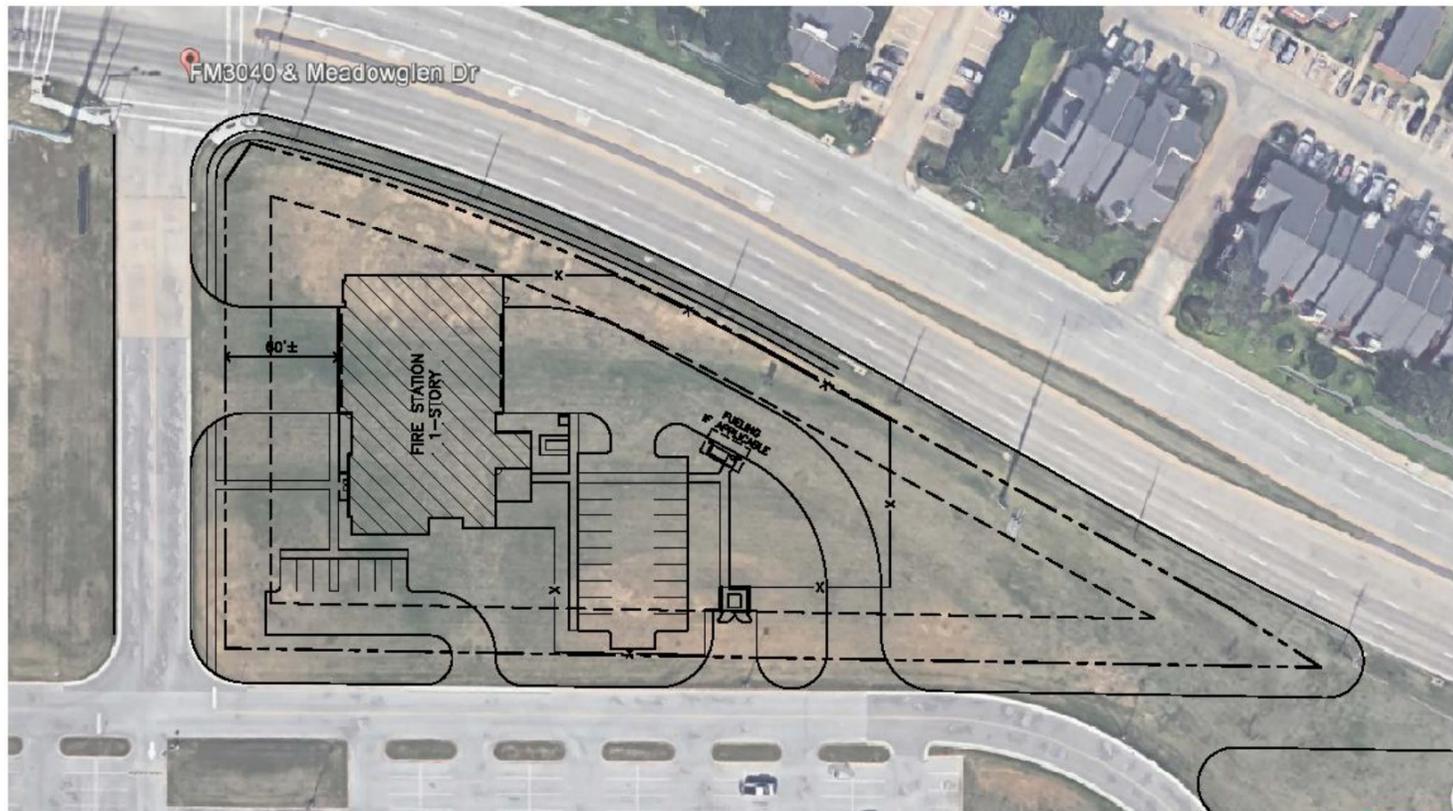
Degan has recently been milled & overlaid and Edna Avenue is in fair condition
- Recommendation is rebuild the first list of streets, replace the utilities on Edna and follow up with a mill & overlay on Edna. Leave Degan alone as it has recently been overlaid.
- Based on this recommendation, a total of \$6,030,000 is needed. (\$4,193,000 identified, need \$1,837,000) To completely rebuild NWOT including Degan & Edna would cost \$6,900,000, an additional \$870,000. (Need \$1.8M - \$2.7M)



FACILITIES

FUNDING ISSUES

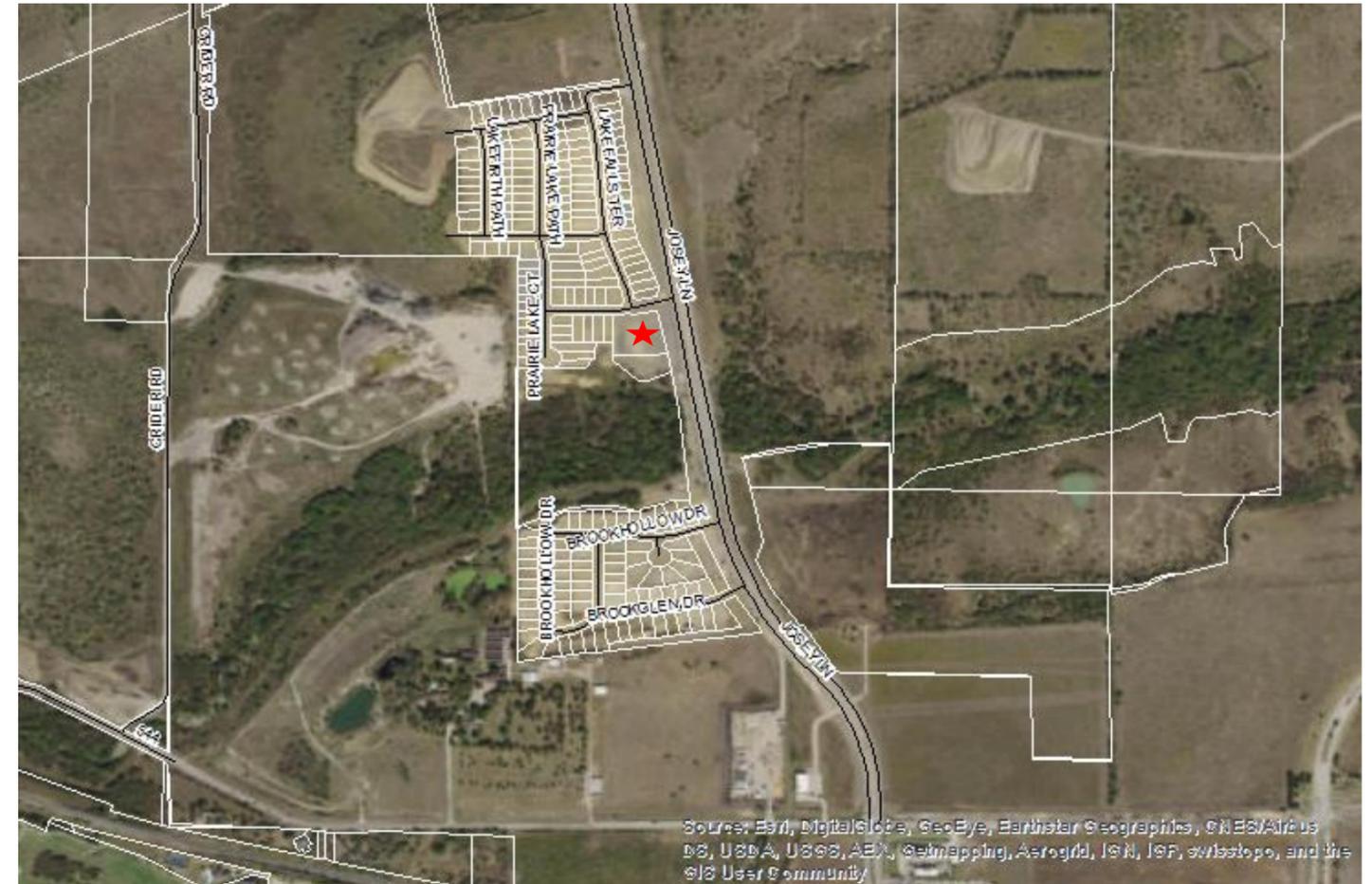
Fire Station 8 and Fire Station 3 – cost estimation is in process; experiencing significant cost escalation issues; working through options currently.



FEASIBILITY
STUDY SKETCH
NOT FOR REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION
GARY DEWEE
CIVIL ENGINEER
TX REG. NO. 12712

LEWISVILLE FIRE STATION FIT STUDY – STATION 3 – SITE #3

1"=50'-0"



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

UTILITY

MIDWAY BRANCH LIFT STATION/FORCE MAIN NEED \$2M

Midway Branch LS/Force Main cost estimate is \$11.4M;

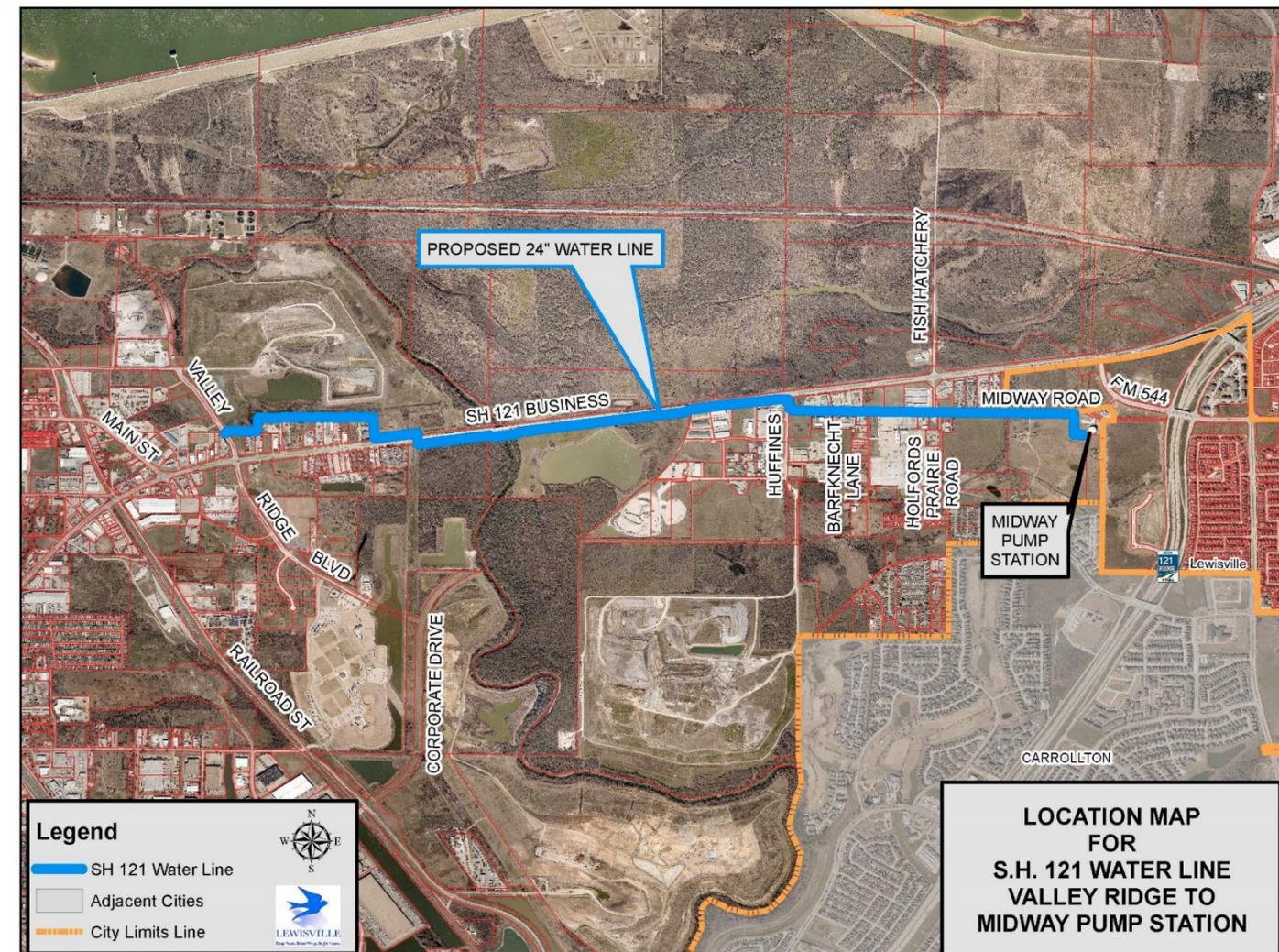
- \$9.346M available
- **Need \$2M**
- Constructing a piece of the force main along Holfords Prairie Road in late 2017. Timing of the remainder is uncertain due to easement and utility corridor conflicts on USACE property.



MIDWAY WEST WATER MAIN – NEED \$3M

Midway West 24” transmission water main – construction \$5M

- \$2.009M available
- **Need \$3M**
- Construction expected in Late Winter 2017.



VISTA RIDGE LIFT STATION IMPROVEMENTS NEED \$1.2M

Vista Ridge Lift Station Improvements –
cost estimate is \$4M

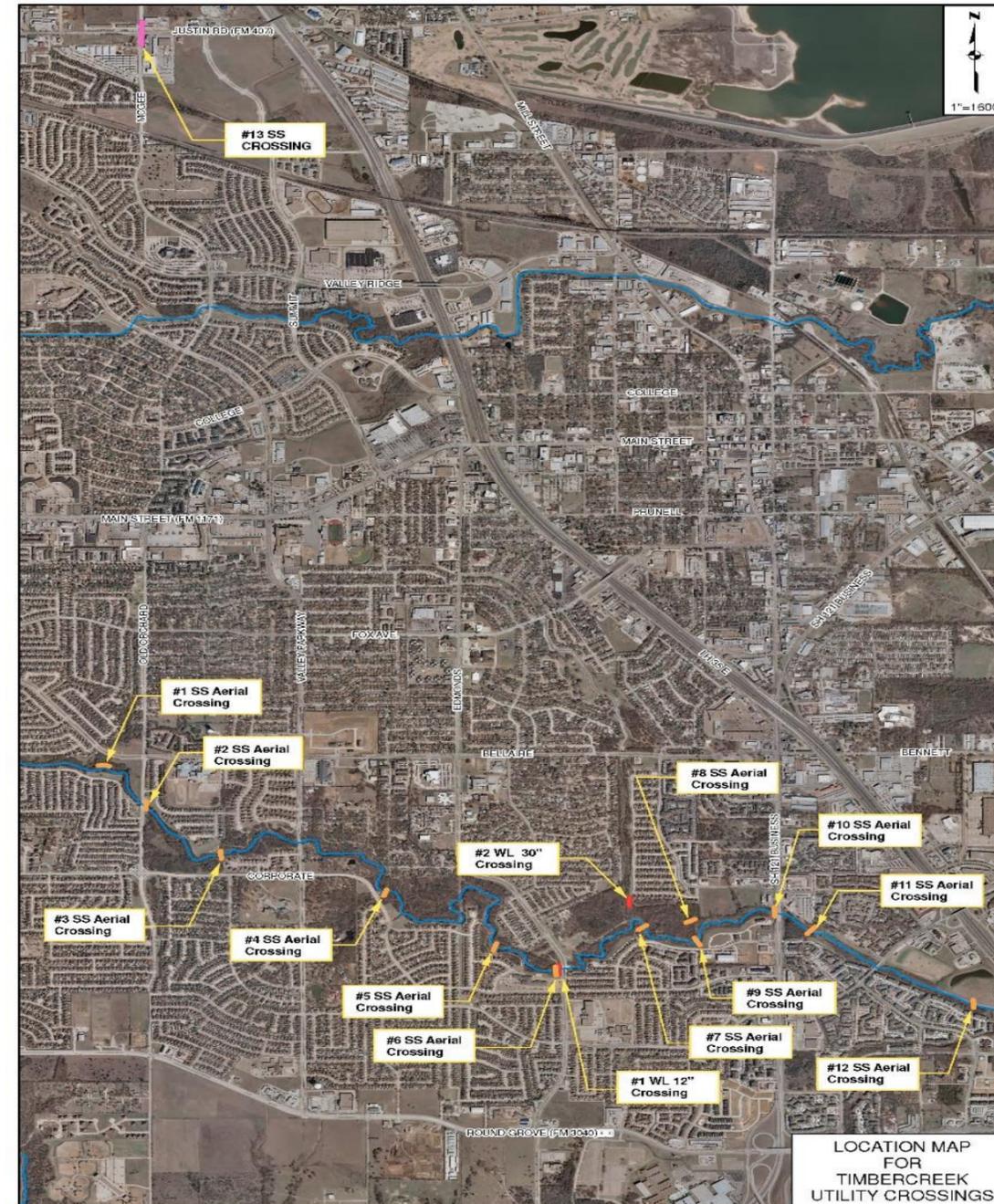
- \$2.81M sale in January
- **Need \$1.2M**



TIMBERCREEK AERIAL CROSSINGS

Timbercreek aerial crossings - cost estimate is \$5.9M

- Available funding is \$3,136,856 - staff is in process of prioritizing crossings and building the most critical





Proclamation

WHEREAS, Keith Pierce, a resident of Lewisville along with his family, is an assistant track coach at Denton Ryan High School; and,

WHEREAS, on Sunday, December 11, Keith participated in the 46th running of the BMW Dallas Marathon, the oldest marathon in the state of Texas; and,

WHEREAS, Keith led the 26.2-mile race nearly the entire way, finishing first with a time of 2 hours, 29 minutes, 27 seconds; and,

WHEREAS, he next plans to compete in the prestigious Boston Marathon in April; and,

NOW, THEREFORE, I, Rudy Durham, Mayor of the City of Lewisville, along with the members of the City Council, do officially recognize local marathon champion Keith Pierce and encourage all Lewisville residents to commend him for his outstanding accomplishment.

DECLARED on this, the 9th day of January, 2017.

Rudy Durham, Mayor
City of Lewisville

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Bob Monaghan, Parks and Leisure Services Director

DATE: December 22, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Adopting Camp Standards of Care in Compliance with Texas Administrative Code 745.115(3) Municipal for Recreational Camp Programs.**

BACKGROUND

The Parks & Leisure Services Department conducts ten - one week Summer Fun Camps and a one week holiday camp during Spring Break for ages 8 to 12. In addition, an Xtreme Response Camp is also offered during the summer for ages 12 to 15. A Spring Break Eco Adventure Camp for ages 9 to 12 is offered at the LLELA Nature Preserve, as well as four – one week summer camps for ages 7 to 12.

ANALYSIS

Department of Family and Protective Services (DFPS) regulates various child day-care operations including listed family homes, registered child-care homes, licensed child-care homes, child-care centers, employer based child care, shelter care, before or after school programs and school- age programs. A review of each of these categories of day-care facilities shows that these facilities are either on-going through the school year, are designed to provide daily on-going child-care or exist for more than a three-week period. Camps operated by a municipality and other designated entities are exempt from these standards and regulations that are directed towards facilities that operate on a daily on-going basis. The proposed standards of care provide all the necessary controls and rules that the state deems necessary for a program of a very limited duration such as a camp.

Under the Texas Human Resources Code 42.041 (b)(14) and DFPS Rules, 40 TAC 745.115(3), the exemption is provided for certain municipal recreation programs for youth ages 5 to 13 when the following criteria are met:

- Governing body of the municipality annually adopts standards of care by ordinance after a public hearing;
- Ordinance includes at a minimum: staffing ratios; staff qualifications; facility, health and safety standards; and mechanisms for monitoring and enforcing the adopted local standards;

Subject: Camp Standards of Care
December 22, 2016
Page Two

- Standards of care are provided to the parents of each program participant;
- The program cannot be advertised as a child-care facility; and
- Parents must be informed that the program is not licensed with the State of Texas as a child-care operation.

The Texas Administrative Code requires the Council's adoption of the standards of care ordinance each year. The proposed standards of care are the same as approved by Council the last three years and submitted to the DFPS.

RECOMMENDATION

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING CHAPTER 10, PARKS AND LEISURE SERVICES, OF THE LEWISVILLE CITY CODE BY CREATING ARTICLE VII, "STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS"; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

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

WHEREAS, the City of Lewisville possesses all the rights, powers, and authorities possessed by all home rule municipalities to regulate the fees for services provided; and,

WHEREAS, the City of Lewisville operates a recreation program for elementary age children as a service to residents of the City of Lewisville and surrounding communities; and,

WHEREAS, the State of Texas has adopted licensing requirement and regulations under Chapter 42 of the Texas Human Resources Code for facilities providing care to children, which all facilities must comply with unless an exemption under Section 42.041(b) applies; and,

WHEREAS, Section 42.041(b)(14) of the Texas Human Resources Code provides an exemption from the requirements of Chapter 42 to a municipality operating a recreation program for elementary age children (5-13 years); and,

WHEREAS, in order to qualify for the exemption, the City of Lewisville must establish standards of care through the adoption of an ordinance setting forth the standards of care for the City of Lewisville youth recreation programs; and,

WHEREAS, the City of Lewisville must hold a public hearing on the standards of care ordinance prior to its adoption; and,

WHEREAS, the City of Lewisville standards of care for the youth recreation programs must be adopted annually by the City of Lewisville City Council in order to maintain the exemption; and,

WHEREAS, once an exempt status is established, the Texas Department of Human Services (“TDHS”), or the designated division, will not monitor the youth recreation programs. The TDHS will not be responsible for investigating complaints regarding the City of Lewisville’s youth recreation programs and any complaints shall be made to the Parks and Leisure Services Department.

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

SECTION 1. INCORPORATION OF PREMISES. All the above premises are found to be true and correct legislative findings and are incorporated herein for all purposes.

SECTION 2. AUTHORITY. The City of Lewisville City Council adopts local standards of care for the Parks and Recreation Division (“Division”) youth recreational programs in compliance with the requirements of Texas Human Resources Code Section 42.041(b)(14) and pursuant to its home rule authority.

SECTION 3. ADOPTION. The local standards of care (“Standards of Care”), as set forth in Exhibit “A” which is attached hereto and incorporated by reference herein for all purposes as if written word for word herein, are hereby adopted by the City of Lewisville City

Council as the Standards of Care for the Parks and Leisure Services Department of the City of Lewisville.

SECTION 4. PROGRAM ADMINISTRATION.

- (A) The Department shall operate all youth recreational programs (“Youth Programs”) in compliance with the Standards of Care.
- (B) The Department director, or designee (collectively or singly referred to herein as “Director”), shall administer the Youth Programs and ensure compliance with the Standards of Care.

SECTION 5. PROGRAM RULES; MONITORING.

- (A) The Director may adopt rules relating to the operation of the Youth Programs. A rule adopted by the Director may be more restrictive than the minimum standards adopted under the Standards of Care, after notice is provided to Youth Programs participants.
- (B) The Director shall monitor the Youth Programs to ensure compliance with the Standards of Care.
- (C) The Texas Department of Human Services will not regulate the Youth Programs nor be involved in any complaint investigation related to the Youth Programs.

SECTION 6. DISTRIBUTION OF STANDARDS.

- (A) The Department shall post and make available copies of the Standards of Care in this ordinance or by rules adopted under this ordinance.

(B) The Department shall inform parents or guardians of each participant that the Youth Programs are not licensed by the state. The Youth Programs may not be advertised as child-care facilities.

SECTION 8. REQUEST FOR EXEMPTION. The Mayor is authorized to take all necessary actions to request and receive an exemption from the Texas Department of Human Services for the Youth Programs.

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

SECTION 10. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION 11. EFFECTIVE DATE. This ordinance shall become effective immediately upon its passage and publication as required by law.

SECTION 12. 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 9th DAY OF JANUARY, 2017.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Effective Date: _____
Dept. Approval: _____
CM Approval: _____

**CITY OF LEWISVILLE
DEPARTMENTAL REGULATIONS**

DEPARTMENT: PARKS AND LEISURE SERVICES
TOPIC: YOUTH RECREATIONAL PROGRAMS – STANDARDS OF
CARE
REFERENCE: PL1

I. GENERAL ISSUES

- A. The Standards of Care are intended to be minimum standards by which the City of Lewisville Department of Parks and Leisure Services will operate the city’s youth camp programs. The programs operated by the City of Lewisville are recreational in nature and are not licensed by the State of Texas nor operated as day care programs.
- B. Definitions
1. City – City of Lewisville, Texas
 2. City Council – City Council of the City of Lewisville
 3. Department – Department of Parks and Leisure Services
 4. Youth camp program – City of Lewisville youth program consisting of Holiday Camps, Summer Fun Camp, Teens On The Move Camp, Xtreme Response Camp, LLELA Nature Preserve Camps and any future camps that may be added.
 5. Program Manual – Notebook of policies, procedures, required forms, and organizational and programming information relevant to the City of Lewisville youth camp programs.
 6. Director – City of Lewisville Parks and Leisure Services Department full-time Director or his or her designee.

7. Director Designee or Manager – City of Lewisville Parks and Leisure Services full-time Division Manager who has been assigned administrative responsibility for programming.
8. Recreation Center Supervisor or Supervisor – City of Lewisville Parks and Leisure Services full-time supervisor who has been assigned administrative responsibility for recreational program site.
9. Recreation Specialist or Specialist – City of Lewisville Parks and Leisure Services full-time employee who has been assigned responsibility to implement the youth camp program.
10. Program Site – Area or facilities where City of Lewisville youth camp programs are based.
11. Parent(s) – One or both parents or adults who have legal custody and authority to enroll their child(ren) in City of Lewisville youth camps.
12. Participant – A youth whose parent(s) have completed all required registration procedures and determined eligible for a City of Lewisville camp program.
13. Day Camp Attendant(s) or Attendant(s) – Person or people who have been hired to work for the City of Lewisville on a temporary (seasonal) basis and have been assigned responsibility for administering or implementing some portion of the camp program.

C. General Administration

1. Implementation of the youth camps programs Standard of Care is the responsibility of the Parks and Leisure Services Department Director and departmental employees.
2. Each youth camp program site will have available a current copy of the Standards of Care for public and staff.
3. Parents of participants will be provided a current copy of the Standards of Care during the registration process.
4. Criminal background checks will be conducted on prospective program staff. If results of a criminal background check indicate that an applicant

has been convicted of any of the following offenses, he will not be considered for employment:

- a. A felony or a misdemeanor classified as an offense against a person or family.
- b. A felony or misdemeanor classified as public indecency.
- c. Any offense involving moral turpitude.
- d. Any offense that would potentially put the City of Lewisville at risk.

D. Inspections/Monitoring/Inspection

1. An inspection report will be initiated by the Specialist at the conclusion of each program to confirm the Standards of Care are being adhered to.
 - a. Inspection reports will be sent to the Supervisor and Manager for review and kept on record for at least two years.
 - b. The Supervisor and Manager will review the report and establish guidelines and criteria for compliance.
2. The Supervisor will make visual inspections of the programs based on the following schedule:
 - a. Holiday Camps will be inspected once during their holiday schedule.
 - b. Summer Fun Camp will be inspected once per week during the summer season.
 - c. Teens On The Move Camp will be inspected once per week during the summer session.
 - d. Xtreme Response Camp will be inspected once during its week-long schedule.
 - e. All other camps will be inspected weekly.

3. Complaints regarding enforcement of the Standards of Care will be directed to the Supervisor. The Supervisor will be responsible to take necessary steps to resolve any problems. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Supervisor. Serious complaints regarding enforcement of the Standards of Care will be addressed by the Manager and the complaint and resolution will be noted and reported to the Director.

E. Enrollment

Before a child can be enrolled, a parent must sign registration forms that contain:

1. Child's Name, home address and home telephone number while enrolled in camp.
2. Name and address of parents and telephone number during program hours.
3. Names and telephone numbers of people to whom the child can be released.
4. A statement of the child's special needs or problems, if any.
5. Emergency medical authorization.
6. Proof of residency, when appropriate.
7. Liability waiver.

F. Suspected Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code.

G. Staffing – Responsibilities and Training

1. Recreation Specialist
 - a. Recreation Specialist Qualifications

- (1) Specialist will be full-time employee of the City of Lewisville Parks and Leisure Services Department and will be required to have all Day Camp Attendants qualifications as outlined in Section I.G.2.a and responsibilities as outlined in Section I.G.2.b of the document.
- (2) Specialist must be at least 21 years of age.
- (3) Specialist must have a Bachelor's Degree from an accredited college or university. Acceptable degrees include:
 - (a) Recreation Administration or Leisure Studies
 - (b) Physical Education or Kinesiology
 - (c) Comparable degree plan that would lend itself to working in a public environment
- (4) Specialist must have two years experience planning and implementing recreational activities.
- (5) Specialist must pass a background investigation including testing for illegal substances.
- (6) Specialist must have successfully completed a course in first aid, Child/Adult Cardio Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) based on either American Heart Association or American Red Cross standards. All certifications must be current during the camp operation.

b. Recreation Specialist's Responsibilities

- (1) Specialist is responsible to administer the Program's daily operations in compliance with the adopted Standards of Care.
- (2) Specialist is responsible to recommend, hire, supervise and evaluate Attendants.

- (3) Specialist is responsible to plan, implement and evaluate programs.

2. Day Camp Attendant

a. Day Camp Attendant Qualifications

- (1) Attendants will be part-time or temporary employees of the Parks and Leisure Services Department.
- (2) Attendants shall be age 18 or older; however, each site will have at least one employee 20 years or older present at all times.
- (3) Attendants shall be able to consistently exhibit competency, good judgment and self-control when working with children.
- (4) Attendants shall have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete required first aid and CPR/AED courses within four weeks of starting work.
- (5) Leaders shall pass a background investigation including testing for illegal substances.

b. Day Camp Attendants Responsibilities

- (1) Attendants will be responsible to provide participants with an environment in which they can feel safe, can participate in appropriate social opportunities with their peers and can enjoy wholesome recreation activities.
- (2) Attendants will be responsible to know and follow standards, policies and procedures that apply to City of Lewisville programs.

- (3) Attendants must ensure that participants are released only to a parent or adult designated by the parent. All program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Specialist or Attendants.

3. Training and Orientation

- a. The Department is responsible for providing training and orientation to program employees in working with children and for specific job responsibilities.
- b. Specialists will provide each attendant with a Program Manual specific to each camp program.
- c. Program employees must be familiar with the Standards of Care for camp programs as adopted by the City Council.
- d. Program employees must be familiar with the program policies including discipline, guidance and release of participants as outlined in the Program Manual.
- e. Program employees will be trained in appropriate procedures to handle emergencies.
- f. Program employees will be trained in areas including City, Departmental and program policies, procedures, provision of activities, safety issues and organization.
- g. Program employees will be required to sign an acknowledgment that they have received the required training and manuals.

H. Operations

1. Staff – Participant Ratio

- a. The standard ratio of participants to Attendants will be 10 to 1. In the event an attendant is unable to report, a replacement may be assigned.
- b. Each participant shall have a Program employee who is responsible for him or her and who is aware of the participant's habits, interests and special problems as identified by the participant's parent(s) during the registration process.

2. Discipline

- a. Program employees will implement discipline and guidance in a consistent manner based on the best interests of program participants.
- b. There must be no cruel or harsh punishment or treatment.
- c. Program employees may use brief, supervised separation from the group, if necessary.
- d. As necessary, Program employees will initiate discipline reports to the participant's parent(s).
- e. Parents will be asked to sign discipline reports to indicate they have been advised regarding specific problems or incidents.
- f. A sufficient number or severe nature of discipline reports may result in participant being suspended from the program.
- g. In instances where there is danger to other participants or staff, offending participants will be removed from the Program site as soon as possible.

3. Programming

- a. Program employees will attempt to provide activities for each group according to participant's age, interests and abilities. The activities must be appropriate to participant's health, safety and well-being. The activities must be flexible and promote the participant's emotional, social and mental growth.

- b. Program employees will attempt to provide indoor and outdoor times including:
 - (1) Alternation of passive and active activities;
 - (2) Opportunity for individual and group activities; and
 - (3) Outdoor time each day, weather permitting.

- c. Program employees will be attentive and considerate of the participant's safety on field trips and during any transportation provided by the program.
 - (1) During trips, employees must have access to emergency medical forms and emergency contact information for each participant.
 - (2) Program employees must have a written list of the participants in the group and check roll frequently.
 - (3) Program employees must have first aid supplies and a guide to first aid and emergency care available.

4. Communication

- a. Program employees will have access to a telephone for use in contacting the program site or making emergency calls at all times.

- b. The Specialist will make available the following telephone numbers to all employees at each site:
 - (1) Emergency services
 - (2) City of Lewisville Fire and Police Department Dispatch Center
 - (3) Department of Parks & Leisure Services Administrative Office

(4) Where parent(s) may be reached

(5) Field trip destinations

5. Transportation

- a. Before a participant may be transported to and from City sponsored activities, a transportation permission form, completed by the parent, must be filed with the Specialist.
- b. First aid supplies and a first aid care guide will be available in all vehicles transporting participants.
- c. All vehicles used for transportation of participants must have available a 6-BC portable fire extinguisher which will be accessible to all adult occupants.

I. Facility Standards

1. Safety

- a. Program employees will inspect program sites daily to detect sanitation and safety concerns that might affect the health and safety of participants. Daily inspection reports will be completed by the program employees and kept on file with the Specialist.
- b. Buildings, grounds and equipment on the program site will be inspected, cleaned, repaired and maintained to protect the health of participants.
- c. Program equipment and supplies must be safe for participant's use.
- d. Program employees must have first aid supplies readily available to staff in a designated area. First aid supplies must be readily available at each site, during transportation to an off-site location and for the duration of any off-site activity.
- e. Air conditioners, electric fans and heaters must be mounted out of participant's reach or have safeguards that keep participants from being injured.

2. Health

a. Illness or Injury

- (1) A participant who is considered to be a health or safety concern to participants or employees will not be admitted to the camp program.
- (2) Illnesses and injuries will be handled in a manner to protect health of all participants and employees.
- (3) Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.
- (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant with a communicable disease.

b. Employees will administer medication only if:

- (1) Parents complete and sign a form that provides authorization for staff to dispense medication with details as to time and dosage. The form will include a hold harmless clause to protect the City.
- (2) Prescription medications are in the original containers labeled with the participant's name, date, directions and physician's name.
- (3) Employee will administer medication as stated on the label and will not administer medication after the expired date.
- (4) Nonprescription medications are labeled with the participant's name and the date the medication was brought to the program. Nonprescription medication must be in the original container. Employees will administer medication only according to label direction.

- (5) Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of the employees.
- (6) Program employees must ensure medications are inaccessible to participants. If it is necessary to keep medication in the refrigerator, medications will be kept separate from food.

c. Toilet Facilities

- (1) The Program site will have inside toilets located and equipped so participants can use them independently and staff can supervise, if needed.
- (2) There must be one flush toilet for every 30 participants. Urinals may be counted in the ratio of toilets to participants, but must not exceed 50% of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.
- (4) The LLELA Nature Preserve Camps will have portable toilets that are serviced several times a week. A minimum of two portable toilets will be provided for every 15 participants. Hand sanitizer will be provided at all times.

d. Sanitation

- (1) Program facilities must have adequate light, ventilation and heat.
- (2) The Program must have an adequate supply of water meeting the standards of Texas Department of Health for drinking water and ensure that it will be supplied in a safe and sanitary manner.

- (3) Employees must see that garbage is removed from buildings daily.

II. GENERAL PROVISIONS

The City of Lewisville reserves the right to change, modify, amend, revoke or rescind all or part of this regulation in the future. This regulation may only be revised at the same time that a revision is made to the Lewisville Code of Ordinances, Chapter 10, Parks and Leisure Services, Article VII, Standards of Care.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Bob Monaghan, Parks and Leisure Services Director

DATE: December 27, 2016

SUBJECT: **Approval of a Professional Service Agreement with Marquis Restoration & Preservation, Ponder, Texas, for Rehabilitation Work to the Split Rail Fence Surrounding the 1850's Homestead Complex Located in the Lewisville Lake Environmental Learning Area, in the Amount of \$7,200 and; Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The 1870's Minor-Porter Log House was donated to the City several years ago. Then in 2005 it was moved to LLELA and restored through funding from the Corps of Engineers. The Corps contracted with Bill Marquis of Marquis Restoration & Preservation to restore and furnish the house. This was done with materials, tools, and methods that would have been used when the house was originally built. This includes the mud and straw chinking between the logs. The Log House is considered one of the top ten most authentic Log Houses in Texas.

ANALYSIS

In addition to restoring the Log House, Bill Marquis has also restored a Smoke House and Corn Crib at LLELA creating a very educational Homestead. The homestead includes a split-rail fence around the perimeter. The fence is not the standard cedar split-rail fence readily available locally with eight foot rails. In keeping with the time period for authenticity, the fence has Bois D'Arc post with 12-foot White Oak rails. The fence is in need of repair & expansion and hiring Bill to perform the work will maintain the continuity and authenticity of the restoration and preservation techniques already used at the Homestead.

RECOMMENDATION

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

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: December 21, 2016

SUBJECT: **Approval of a Professional Service Agreement with Marquis Restoration & Preservation, Ponder, Texas, for Rehabilitation Work to the Split Rail Fence Surrounding the 1850's Homestead Complex Located in the Lewisville Lake Environmental Learning Area, in the Amount of \$7,200; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The type of work involved with this contract is deemed a professional service. All workmanship is accomplished through materials and tools that would have been available during the 1850's. The museum grade restoration must be carried out by a person very versed in the building techniques of old.

ANALYSIS

Bill Marquis, owner of Marquis Restoration & Preservation, originally restored the 1850's log cabin during 2005 and 2006 through funding from the Corp of Engineers. He is very familiar with work of this nature, having restored log cabins for surrounding communities, including cities of Denton, Decatur, Euless, and Farmer Branch. By hiring Bill to perform work to the split rail fence, we are able to maintain the continuity of the restoration and preservation techniques already used at this site.

RECOMMENDATION

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

PROFESSIONAL SERVICES AGREEMENT
for
RESTORATION WORK TO SPLIT RAIL FENCE

The City of Lewisville, Texas, hereinafter called City, hereby engages Marquis Restoration & Preservation, hereinafter called Consultant, to perform professional services in connection with performing restoration work to the split rail fence surrounding the 1850's homestead complex located in the Lewisville Lake Environmental Learning Area, hereinafter called Project.

I. PROJECT.

The project consists of repairing and adding to split rail fence, replacing approximately 100 hand split oak rails and building approximately 85 feet more split rail fence made of oak rails and bois d'arc posts with wooden pegs.

II. COMPENSATION.

Total labor and material for project is \$7,200.

Invoices shall be submitted by cover letter from the consultant. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

III. INSURANCE.

The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

IV. REUSE OF DOCUMENTS.

All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

V. OWNERSHIP OF DOCUMENTS.

Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of

which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.

VI. INDEMNIFICATION.

The Consultant agrees to indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Consultant and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law and the City's reasonable attorney's fees shall be reimbursed in proportion to the Consultant's liability. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VII. TERMINATION.

This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.

VIII. TIME OF COMPLETION.

A project schedule, shown in Attachment "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.

IX. PROTECTION OF RESIDENT WORKERS.

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed

Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.

X. IMMIGRATION REFORM AND CONTROL ACT.

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times, during the term of the contract with the City, comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

XI. ADA COMPLIANCE.

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

XII. SUCCESSORS AND ASSIGNS.

The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

XIII. DISCLOSURE.

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

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

XIV. CLOSURE.

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

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

By: _____
Donna Barron, City Manager

By:  _____
Bill Marquis

Date: _____

Date: 12-27-16

Attest: _____
Julie Heinze

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

LLELA Homestead



Minor-Porter Log House



Smoke House



Corn Crib/Barn



Split-Rail Fence with Bois D'Arc Post and White Oak Rails



1" = 3000'

SUBJECT
PROPERTY

JONES ST.

KEALY ST.

E. HILL PARK RD.

S.H. 121 BUSINESS

S. RAILROAD ST.



LOCATION MAP
OF
LAKE LEWISVILLE ENVIRONMENTAL AREA



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

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 28, 2016

SUBJECT: **Approval of a Resolution Calling the May 6, 2017 Lewisville City Council General Election; Authorization of an Election Calendar; and Authorization for the Mayor to Sign the Election Order.**

BACKGROUND

An election calendar has been prepared for the May 6, 2017 City Council election, which will include Place Nos. 1 and 3 on the ballot. State law requires that canvassing of the election be held between the 3rd and 11th day following an election. City staff recommends conducting the canvassing at the City Council meeting scheduled for May 15, 2017. City staff will be meeting with both counties in the coming weeks and an item authorizing contracts for election services with both Denton and Dallas Counties will be brought back for City Council consideration. These contracts will address polling locations for both early voting and Election Day.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the proposed Resolution and election calendar as set forth in the caption above.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2017 FOR THE PURPOSE OF ELECTING TWO (2) MEMBERS OF THE CITY COUNCIL (PLACE NOS. 1 AND 3) TO HOLD OFFICE FOR A PERIOD OF THREE YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general election for the City of Lewisville, as set forth by the Texas Election Code, is required to be held on May 6, 2017 for the purpose of electing two (2) City Council Members to fill the following expiring terms on the Lewisville City Council: Place Nos. 1 and 3; each such term being for a period of three (3) years,

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of both Denton and Dallas Counties, Texas;

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

SECTION 1. The facts and recitations contained in the above preamble of this Resolution are hereby incorporated herein for all purposes.

SECTION 2. A general municipal election is hereby ordered to be held on the 6th day of May, 2017 for the purpose of electing Council Members to Place Nos. 1 and 3 by the qualified voters of the City of Lewisville.

SECTION 3. The election will be conducted jointly with other political subdivisions in Denton and Dallas Counties on May 6, 2017, pursuant to Sections 31 and 271, Texas Election Code.

SECTION 4. The manner of conducting the election must be in accordance with this Resolution, the Charter of the City and the laws of the State of Texas applicable to the holding of a general election.

SECTION 5. The election will be conducted jointly with other political subdivisions in both Denton and Dallas Counties on May 6, 2017, pursuant to Texas Election Code.

SECTION 6. The respective City election precincts (the “Election Precincts”) for the election shall consist of the territory within those Denton County election precincts and Dallas County election precincts which are located within the corporate limits of the City. The polling places and county election precincts whose qualified voters shall cast ballots at such location in the City of Lewisville, 2017 General Election, shall be determined per the Joint Election Agreement and Contract for Election Services with both the Denton County Elections Administrator and the Dallas County Elections Administrator.

Election polls shall be open from 7 a.m. until 7 p.m.

SECTION 7. Early voting by personal appearance for all Denton County residents will be held jointly with other Denton County public entities at Denton County’s Main Early Voting Site located at the Denton County Administration Building, 701 Kimberly Drive, Denton, Texas beginning on April 24th and continuing through May 2, 2017 at dates and times set forth below:

**Denton County Administration Building
701 Kimberly Drive, Denton, TX**

<u>Date</u>	<u>Time</u>
Monday through Friday April 24 – April 28, 2017	8:00 a.m. – 5:00 p.m.
Saturday, April 29, 2017	8:00 a.m. – 5:00 p.m.
Monday and Tuesday May 1 – May 2, 2017	7:00 a.m. – 7:00 p.m.

In addition, all qualified and registered voters may vote by early appearance at the Lewisville Municipal Annex, 1197 West Main Street, Lewisville at the dates and times set forth below:

**Lewisville Municipal Annex
1197 West Main Street**

<u>Date</u>	<u>Time</u>
Monday through Friday April 24 – April 28, 2017	8:00 a.m. – 5:00 p.m.
Saturday, April 29, 2017	8:00 a.m. – 5:00 p.m.
Monday and Tuesday May 1 – May 2, 2017	7:00 a.m. – 7:00 p.m.

SECTION 8. Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting locations identified per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.

SECTION 9. Early voting by personal appearance for all Dallas County residents will be held jointly with other Dallas County public entities at Dallas County’s Main Early Voting Site

located at the Dallas County Records Building, 509 Main Street, Dallas, Texas beginning on April 24th and continuing through May 2, 2017 at dates and times set forth below:

**Dallas County Records Building
509 Main Street, Dallas, Texas**

<u>Date</u>	<u>Time</u>
Monday through Friday April 24 – April 28, 2017	8:00 a.m. – 5:00 p.m.
Saturday, April 29, 2017	8:00 a.m. – 5:00 p.m.
Sunday, April 30, 2017	1:00 p.m. – 6:00 p.m.
Monday and Tuesday May 1 – May 2, 2017	7:00 a.m. – 7:00 p.m.

In addition, all qualified and registered voters may vote by early appearance at the Coppell Town Center, 255 Parkway Blvd., Coppell, Texas at the dates and times set forth below:

**Coppell Town Center
255 Parkway Blvd., Coppell, Texas**

<u>Date</u>	<u>Time</u>
Monday through Friday April 24 – April 28, 2017	8:00 a.m. – 5:00 p.m.
Saturday, April 29, 2017	8:00 a.m. – 5:00 p.m.
Sunday, April 30, 2017	1:00 p.m. – 6:00 p.m.
Monday and Tuesday May 1 – May 2, 2017	7:00 a.m. – 7:00 p.m.

SECTION 10. Any eligible Dallas County Registered Voter may cast their vote at any of the additional early voting locations identified per the Joint Election Agreement and Contract for Election Services with the Dallas County Elections Administrator.

SECTION 11. For the portion of the election where Denton County precincts are located within Denton County, Frank Phillips, Denton County Election Administrator shall be appointed to serve as the Early Voting Clerk and his permanent county employees are appointed as deputy early voting clerks. For the portion of the election where Dallas County precincts are located within Dallas County, Toni Pippins-Poole, Dallas County Election Administrator shall be appointed to serve as the Early Voting Clerk and her permanent county employees are appointed as deputy early voting clerks.

Denton County Registered Voters - Applications for ballot by mail shall be mailed to:

Frank Phillips, Early Voting Clerk
Denton County Elections Administrator
Denton County Elections Administration Building
701 Kimberly Drive
Denton, TX 76208

Dallas County Registered Voters - Applications for ballot by mail shall be mailed to:

Toni Pippins-Poole, Early Voting Clerk
Dallas County Elections Administrator
Elections Department – 8th Floor
Health and Human Services Building
2377 N. Stemmons Frwy
Dallas TX 75207

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 25, 2017.

SECTION 12. The election shall be conducted pursuant to the election laws of the State of Texas.

SECTION 13. Should a runoff election be required following the canvass of the May 6, 2017 election, the Council hereby orders that a runoff election be held on Saturday, June 10, 2017. The polling places for both Election Day and Early Voting for the runoff election shall be determined at the time a runoff election is called by the City Council.

SECTION 14. This resolution shall be construed with any action of the Denton County Commissioners Court and the Dallas County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 15. The City Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 16. That this resolution shall be effective immediately upon adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 9th DAY OF JANUARY, 2017.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

RESOLUTION NO. _____

Page 7

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

**GENERAL ELECTION
CITY COUNCIL (PLACE 1 & PLACE 3)
MAY 6, 2017**

- January 18** First day for filing application for place on ballot.
- January 18** First day a write-in candidate may file declaration.
- February 17** Last day for filing application for place on ballot. (Must be received by 5:00 p.m.)
- February 21** Last day for write-in candidate to declare candidacy. (Must be received by 5:00 p.m.)
- February 21** Drawing for order of names on the ballot (8:30 a.m. - City Council Conference Room).
- February 24** Last day for a write-in candidate to withdraw.
- February 24** Last day for a candidate to withdraw (Must be received by midnight)
- March 22** First day to mail early ballots by mail, if available.
- April 6** File first report of campaign contributions and expenditures.
(Must be received by 5:00 p.m.)
- April 6** Last day for submitting voter registration application in time to vote in May 12th election.
- April 20** Last day to receive application in person for a ballot to be voted by mail
(Must be received by 5:00 p.m.).
- April 24** First day for early voting by personal appearance.
- April 25** Last day to receive application by mail for a ballot to be voted by mail
(Must be received by 5:00 p.m.).
- April 28** File second report of campaign contributions and expenditures.
(Must be received by 5:00 p.m.)
- May 2** Last day of regular early voting by personal appearance.
- MAY 6** **ELECTION DAY** (7:00 a.m. - 7:00 p.m.)
- May 15** City Council Meeting to Canvass the Returns of Election; Issue Certificates of Election;
Administer Oaths of Office.
- JUNE 10** **POSSIBLE DATE FOR RUNOFF ELECTION (IF NECESSARY)**
- June 19** City Council Meeting to Canvass the Returns of Runoff Election; Issue Certificates of
Election; Administer Oaths of Office.
- July 17** Filing Semi-Annual Report of Contributions and Expenditures for Candidates and
Officeholders. (Must be received by 5:00 p.m.)

ORDER OF ELECTION

An election is hereby ordered to be held on Saturday, May 6, 2017, for the purpose of: Electing the following officers for the City of Lewisville:

Councilman - Place No. 1 (Term 3-Years)
Councilman - Place No. 3 (Term 3-Years)

DENTON COUNTY REGISTERED VOTERS ONLY

Early voting by personal appearance shall be conducted jointly with other Denton County public entities in the Denton County Administration Building, 701 Kimberly Drive, Denton, Texas, which is hereby designated as the Main Early Voting location on the following dates and times:

Early Voting Schedule

Date	Time
Monday through Friday – April 24 – April 28, 2017	8:00 a.m. to 5:00 p.m.
Saturday – April 29, 2017	8:00 a.m. to 5:00 p.m.
Monday and Tuesday - May 1 – 2, 2017	7:00 a.m. to 7:00 p.m.

In addition, all Denton County qualified and registered voters may vote by early appearance at the Lewisville Municipal Annex, 1197 West Main Street, Lewisville on the following dates and times:

Early Voting Schedule

Date	Time
Monday through Friday – April 24 – April 28, 2017	8:00 a.m. to 5:00 p.m.
Saturday – April 29, 2017	8:00 a.m. to 5:00 p.m.
Monday and Tuesday - May 1 – 2, 2017	7:00 a.m. to 7:00 p.m.

additional early voting locations will be determined per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.

Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting within Denton County polling locations.

Applications for ballot by mail shall be mailed to: Frank Phillips, Early Voting Clerk
Denton County Elections Administrator
Denton County Elections Administration Building
701 Kimberly Drive
Denton, Texas 76208

DALLAS COUNTY REGISTERED VOTERS ONLY

Early voting by personal appearance shall be conducted jointly with other Dallas County public entities in the Dallas County Records Building, 509 Main Street, Dallas, Texas, which is hereby designated as the Main Early Voting location on the following dates and times:

Early Voting Schedule

Date	Time
Monday through Friday – April 24 – April 28, 2017	8:00 a.m. to 5:00 p.m.
Saturday – April 29, 2017	8:00 a.m. to 5:00 p.m.
Sunday, April 30, 2017	1:00 p.m. to 6:00 p.m.
Monday and Tuesday - May 1 – 2, 2017	7:00 a.m. to 7:00 p.m.

In addition, all Dallas County qualified and registered voters may vote by early appearance at the Coppell Town Center, 255 Parkway Blvd, Coppell, Texas on the following dates and times:

Early Voting Schedule

Date	Time
Monday through Friday – April 24 – April 28, 2017	8:00 a.m. to 5:00 p.m.
Saturday – April 29, 2017	8:00 a.m. to 5:00 p.m.
Sunday, April 30, 2017	1:00 p.m. to 6:00 p.m.
Monday and Tuesday - May 1 – 2, 2017	7:00 a.m. to 7:00 p.m.

additional early voting locations will be determined per the Joint Election Agreement and Contract for Election Services with the Dallas County Elections Administrator.

Any eligible Dallas County Registered Voter may cast their vote at any of the additional Dallas County early voting locations.

Applications for ballot by mail shall be mailed to: Toni Pippins-Poole, Early Voting Clerk
Dallas County Elections Administrator
Elections Department – 8th Floor
Health and Human Services Building
2377 N. Stemmons Frwy
Dallas TX 75207

DENTON AND DALLAS COUNTY REGISTERED VOTERS

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 25, 2017.

The polling places and the county election precincts where qualified voters shall cast their ballots on Election Day from 7 a.m. until 7 p.m. will be determined per the Joint Election Agreement and Contract for Election Services with both the Denton County Elections Administrator and the Dallas County Elections Administrator and will be posted at each City of Lewisville Voting Location.

Issued this the 9th day of January, 2017.

Rudy Durham, Mayor

ORDEN DE ELECCIÓN

Una elección por la presente es ordenada ser tenida el sábado, el 6 de mayo de 2017, para el propósito de: Elegir a los oficiales siguientes para la Ciudad de Lewisville:

un concejal para el puesto 1 (periodo de 3 años)
un concejal para el puesto 3 (periodo de 3 años)

SÓLO LOS VOTANTES REGISTRADOS CONDADO DE DENTON

Votación temprana en persona se llevarán a cabo conjuntamente con otras entidades públicas del Condado de Denton en el edificio de administración del Condado Denton, 701 Kimberly Drive, Denton, Texas, que por la presente se designa como el lugar principal de la votación temprana en las siguientes fechas y horarios:

Horario de votación anticipada

Fecha	Hora
Lunes a Viernes - 24 de abril – 28 de abril de 2017	8:00a.m. a 5:00 p.m.
Sábado - 29 de abril de 2017	8:00a.m. a 5:00 p.m.
Lunes y Martes – 1 y 2 de mayo de 2017	7:00a.m. a 7:00 p.m.

Además, todo el Condado de Denton calificados y registrados pueden votar por la temprana aparición en el anexo Municipal de Lewisville, 1197 West Main Street, Lewisville en las siguientes fechas y horarios:

Horario de votación anticipada

Fecha	Hora
Lunes a Viernes - 24 de abril – 28 de abril de 2017	8:00a.m. a 5:00 p.m.
Sábado - 29 de abril de 2017	8:00a.m. a 5:00 p.m.
Lunes y Martes – 1 y 2 de mayo de 2017	7:00a.m. a 7:00 p.m.

Otros sitios de votación anticipada será determinado por la Junta Electoral Acuerdo y Contrato de Servicios Electorales con el Condado Denton Elecciones Administrador.

Cualquier Condado Denton votante registrado puede emitir su voto en cualquiera de las otras votación anticipada en Denton County lugares de votación.

Las solicitudes de voto por correo electrónico serán enviados por correo a:

Frank Phillips, Early Voting Clerk
Denton County Elections Administrator
Denton County Elections Administration Building
701 Kimberly Drive
Denton, Texas 76208

SÓLO LOS VOTANTES REGISTRADOS CONDADO DE DALLAS

Votación anticipada en persona se llevará a cabo conjuntamente con otras entidades públicas del Condado Dallas en el el edificio de registros del Condado Dallas, 509 Main Street, Dallas, Texas, que por la presente se designa como el lugar principal de la votación temprana en las siguientes fechas y horarios:

Horario de votación anticipada

Fecha	Hora
Lunes a Viernes - 25 de abril – 29 de abril de 2017	8:00 a.m. a 5:00 p.m.
Sábado - 29 de abril de 2017	8:00 a.m. a 5:00 p.m.
Domingo – 30 de abril de 2017	1:00 p.m. a 6:00 p.m.
Lunes y Martes – 1 y 2 de mayo de 2017	7:00 a.m. a 7:00 p.m.

Además, todo el Condado de Dallas calificados y registrados pueden votar por la temprana aparición en Coppel Centro de la ciudad, 255 Parkway Blvd, Coppell, Texas, en los siguientes días y horarios:

Horario de votación anticipada

Fecha	Hora
Lunes a Viernes - 25 de abril – 29 de abril de 2017	8:00 a.m. a 5:00 p.m.
Sábado - 29 de abril de 2017	8:00 a.m. a 5:00 p.m.
Domingo – 30 de abril de 2017	1:00 p.m. a 6:00 p.m.
Lunes y Martes – 1 y 2 de mayo de 2017	7:00 a.m. a 7:00 p.m.

Otros sitios de votación anticipada será determinado por la Junta Electoral Acuerdo y Contrato de Servicios Electorales de Elecciones del Condado de Dallas Administrador.

Cualquier Condado de Dallas votante registrado puede emitir su voto en cualquiera de las otras votación anticipada en el Condado de Dallas lugares de votación.

Las solicitudes de voto por correo electrónico serán enviados por correo a:

Toni Pippins-Poole, Early Voting Clerk
Dallas County Elections Administrator
Elections Department – 8th Floor
Health and Human Services Building
2377 N. Stemmons Frwy
Dallas TX 75207

DENTON Y CONDADO DE DALLAS VOTANTES REGISTRADOS

Las solicitudes de las papeletas por correo deben ser recibidas no más tarde de la hora de cierre de los negocios el martes 25 de abril, 2017.

Los lugares de votación y el condado precintos electorales donde los votantes deberán emitir su voto el día de las elecciones desde las 7 a.m. hasta las 7 p.m. se determinará por la Junta Electoral Acuerdo y Contrato de Servicios Electorales con el Condado Denton Administrador Elecciones y Elecciones del Condado de Dallas Administrador y será colocado en cada ciudad de Lewisville Ubicación de los sitios de votación.

Publicado el día 9 de enero, 2017.

Rudy Durham, Alcalde

MEMORANDUM

TO: Donna Barron, City Manager

FROM: James Kunke, Community Relations & Tourism Director

DATE: January 9, 2017

SUBJECT: **Approval of a Resolution Adopting the City's Legislative Agenda for the 2017 Texas Legislature and Authorizing the Mayor and City Manager to Communicate the City's Adopted Legislative Priorities.**

BACKGROUND

The 85th Texas Legislature convenes on January 10 and is expected to consider legislation on a wide range of issues with a direct impact on municipal government in general and on Lewisville in particular. Topics already appearing in pre-filed legislation include revenue caps, revised election procedures, law enforcement changes, and other mandates or restrictions that could be set by the state.

City Council typically adopts a Legislative Agenda that sets the city's priorities and key issues for each session. Since the 2013 session, Council also has granted authority for the mayor or city manager to sign letters and other documents to communicate the city's legislative priorities. This approach allowed faster response to emerging issues.

Staff has reviewed the city's 2015 legislative packet, the latest materials from Texas Municipal League (TML), input from statewide professional organizations, and requests from councilmembers to prepare a general list of legislative priorities organized by topic. There also are three areas where staff recommends specific legislation be filed on the city's behalf.

ANALYSIS

During past Legislative sessions, the city's role has largely been to voice opposition to proposed legislation that would cause direct harm to the city or would interfere with the city's ability to provide quality services to its residents. That is likely to be true again this year. TML usually leads this opposition on major statewide issues and asks member cities to participate by letter or other show of support.

There are three specific pieces of legislation that staff recommends the city actively pursue during the 2017 session. All three are described in greater detail in the attached 2017 Legislative Agenda.

The first is legislation to enable use of state Hotel Tax revenue for qualifying hotel projects in Lewisville. State law allows local cities to provide a rebate of a portion of state Hotel Tax revenue for certain hotel projects, but the law is tightly bracketed to benefit only a handful of cities. While a strong case could be made for making that option available to all cities as a matter of fairness, at this time Lewisville is most interested in being bracketed into the law so we can compete more effectively with such cities as Frisco and Plano.

Draft language has been submitted to Rep. Ron Simmons office and we hope to have the bill filed within the next few weeks as a “Local and Consent” bill since it will be drafted to only impact Lewisville.

Two other items staff recommends pursuing would impact all cities in Texas:

1. Exempt small interest payments under Prompt Pay requirements. Cities should be accountable for paying their bills on time, and Prompt Pay legislation does this by requiring cities to pay interest on any invoice paid more than 30 days beyond its due date. However, this sometimes results in extremely small interest payments that require additional staff workload that far exceeds that value of the interest due. Current law [*Sec. 2251.026(j)*] exempts institutions of higher education (state agencies) from paying interest if it is equal to or less than \$5. This same exemption should be extended to all cities statewide as a way to improve efficient use of local government resources.
2. Authorize fixed-fee recovery of credit card processing costs by cities. Current state law [*Section 132.003(c) & (d)*] allows Texas counties to recover credit card processing fees by assessing a handling fee reasonably related to the county’s processing costs and equal to no more than 5 percent of the total charge or a flat rate of \$5 per transaction. Cities are allowed to collect a percentage fee, but do not have the option of a flat fee that is available to counties. A flat fee is easier and more efficient to administer than a percentage fee. State law should be extended to give cities the same options as counties.

One new feature in the 2017 Legislative Agenda is a list of the 10 most important legislative issues, as determined through City Council input received after the Dec. 4 workshop. The document includes a brief summary of each topic, and staff will prepare detailed position papers for each item during the coming weeks. The top 10 items are:

- | | |
|--|-------------------------------------|
| 1. Phase 2 Funding for I-35E | 6. Revenue Redirection by the State |
| 2. Annexation Authority | 7. Reasonable Land Use Regulations |
| 3. Local Revenue Caps | 8. Online Sales Taxes |
| 4. Local Control of Water Rates | 9. Water Re-Use |
| 5. Authority over Public Rights-of-Way | 10. Mass Transit |

Other proposed legislative priorities are described in greater detail in the attached document. They are divided into six main categories: Local Authority, Local Revenue, Parks Funding,

Subject: 2017 Legislative Agenda
January 9, 2017
Page 3

Public Safety, Transportation, and Water. The common theme to all six categories is our belief that cities are the level of government most connected to, and thus most accountable to, the people they serve; as a result, the state should recognize and preserve local authority and support cities in their mission of providing quality local services to all Texans.

Within each broad Legislative Agenda topic, there is a list giving the city's position on multiple sub-topics, some of them very specific to legislation filed in past sessions or pre-filed this session. Because the legislative priorities are represented by six main topics, there is flexibility to allow emerging legislative issues to be addressed through one or more of those topics.

The city has retained former state legislator Burt Solomons to represent Lewisville's interests in Austin during the 2017 legislative session, and we expect to make frequent use of his knowledge and expertise. He has reviewed the proposed 2017 Legislative Agenda being presented here.

Council and staff will participate in Denton County Days on Feb. 28-March 1. Meetings are being scheduled with our local representatives and other key legislators so councilmembers can directly communicate our interests and priorities. The printed 2017 Legislative Agenda will be given to each of those legislators as support material for the city's positions.

City staff or council members also might be needed to provide in-person testimony at legislative hearings during the session. Those visits will be scheduled as needed, or as advised by Mr. Solomons.

RECOMMENDATION

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

RESOLUTION NO. _____ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, APPROVING THE CITY'S LEGISLATIVE AGENDA FOR THE 85th TEXAS LEGISLATIVE SESSION, AUTHORIZING CERTAIN PERSONS TO REPRESENT AND COMMUNICATE THE CITY'S LEGISLATIVE INTERESTS, AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN ALL LETTERS, PETITIONS, AND/OR OTHER DOCUMENTS ON BEHALF OF THE CITY TO PROMOTE THE CITY'S LEGISLATIVE AGENDA.

WHEREAS, the 85th Texas Legislature convenes in January 2017;

WHEREAS, the Texas Legislature and its administrative agencies will consider many measures and actions that affect the City of Lewisville, Texas; and

WHEREAS, City staff has prepared and recommends approval of the City of Lewisville's 2017 Legislative Agenda attached hereto as Exhibit "A"; and

WHEREAS, the City Council finds that the Legislative priorities are in the best interest of the City and its citizens, should be adopted, and should be forwarded to the Legislature for consideration; and

WHEREAS, the City Council is of the further opinion that the Mayor, the City Manager and/or the City Manager's designee should be authorized and directed to take action with regard to the Legislative Priorities as outlined below.

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

SECTION 1. The City of Lewisville's 2017 Legislative Agenda, attached hereto as Exhibit "A", is hereby adopted and approved as the Legislative Priorities and Agenda for the City of Lewisville.

RESOLUTION NO. _____ (R)

SECTION 2. The Mayor, the City Manager, and/or the City Manager’s designee are authorized to communicate the items included in the City’s Legislative Priorities and Agenda to the members of the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members, and other persons or groups that may influence the 83rd Legislative Session.

SECTION 3. For those items designated as “support,” the Mayor, the City Manager and/or the City Manager’s designee is directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. Efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

SECTION 4. For those items designated as “oppose,” the Mayor, City Manager, and/or the City Manager’s designee is directed to attempt to impede the passage of any such legislation.

SECTION 5. The Mayor and the City Manager are specifically authorized to sign any and all letters, petitions, and/or other documents on behalf of the City in order to promote the City’s Legislative Priorities and Agenda.

SECTION 6. When testimony before various committees is needed to support or oppose a bill, the Mayor, the City Council Members, the City Manager, or the City Manager’s designee is authorized to testify so long as the testimony is consistent with the approved Legislative Priorities and Agenda and the travel is coordinated through the City Manager’s office.

SECTION 7. This Resolution shall become effective from and after its passage.

RESOLUTION NO. _____ (R)

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, ON THIS THE 9TH DAY OF JANUARY, 2017.**

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

RESOLUTION NO. _____ (R)

Exhibit A

Lewisville, Texas 2017 Legislative Agenda



LEWISVILLE

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2017 Legislative Agenda

CONTENTS

Legislative Proposals

Critical Issues

Topics - Local Authority

Topics - Local Revenue

Topics - Park Funding

Topics - Public Safety

Topics - Transportation

Topics - Water



LEGISLATIVE PROPOSALS

City officials plan to draft, propose, and work for passage of legislation in three areas.

-
1. Enable use of state Hotel Tax revenue for qualifying hotel projects. State law allows local cities to provide a rebate of a portion of state Hotel Tax revenue for certain hotel projects, but the law is tightly bracketed to benefit only a handful of cities. While a strong case could be made for making that option available to all cities as a matter of fairness, at this time Lewisville is most interested in being bracketed into the law so we can compete more effectively with such cities as Frisco and Plano.
 2. Exempt small interest payments under Prompt Pay requirements. Cities should be accountable for paying their bills on time, and Prompt Pay legislation does this by requiring cities to pay interest on any invoice paid more than 30 days beyond its due date. However, this sometimes results in extremely small interest payments that require additional staff workload that far exceeds that value of the interest due. Current law [Sec. 2251.026(j)] exempts institutions of higher education (state agencies) from paying interest if it is equal to or less than \$5. This same exemption should be extended to all cities statewide as a way to improve efficient use of local government resources.
 3. Authorize recovery of credit card processing fees by cities. Current state law [Section 132.003(c) & (d)] allows Texas counties to recover credit card processing fees by assessing a handling fee reasonably related to the county's processing costs and equal to no more than 5 percent of the total charge or a flat rate of \$5 per transaction. Cities are allowed to collect a percentage fee, but do not have the option of a flat fee that is available to counties. A flat fee is easier and more efficient to administer than a percentage fee. State law should be extended to give cities the same options as counties.



CRITICAL ISSUES

PHASE 2 FUNDING FOR I-35E

Interstate 35E through Dallas and Denton counties is one of the most congested highways in Texas, causing delays that negatively impact tens of thousands of Texas commuters and have a dampening impact on current and prospective business development. A comprehensive reconstruction of I-35E is planned, but only the smaller first phase has been funded. That work will be completed in early 2017. The larger second phase has not been scheduled nor funded at this time. The economic vitality of communities along I-35E, including Lewisville, relies on an interstate with sufficient capacity and safety measures. Full funding for the second phase of I-35E construction should be considered a top priority.

ANNEXATION

The city strongly opposes any legislation that would restrict or hinder Lewisville's ability to annex property currently located within its ETJ. While there might be some complaints about rapid annexation in other communities, Lewisville's situation is unique in that the ETJ properties were annexed more than 20 years ago prior to residential development; this means all current residents in the city's ETJ knew when they purchased their home that they would one day be annexed in to Lewisville. In addition, the city already provides multiple city services to the ETJ properties by contract, and residents in the ETJ are given resident status for multiple city services such as recreation classes or arts center performances. Upon annexation, residents in the ETJ would immediately receive full city services and see a dramatic decrease in their annual property tax bill. Any measure that would restrict or hinder that annexation would harm those residents.

LOCAL REVENUE CAPS

Lewisville has operated in a fiscally conservative manner for years, and as a result many of the legislative proposals currently being considered would have had minimal impact on the city during the past decade. However, during a community visioning program in 2014 and a bond election in 2015, Lewisville residents expressed a strong desire for new and enhanced services and facilities; those services and facility operations cost money, and new restrictions on the city's ability to collect the revenue needed to fund those services could result in diminished or delayed services contrary to the will of our residents. Applying an arbitrary statewide solution to a perceived problem that is not typical of the majority of Texas cities would go against the stated desires of Lewisville residents.

WATER RATES

City original jurisdiction in setting local water rates is imperative and should not be eroded by acts of the Legislature or state agencies. Local water systems are designed, constructed and maintained by local authorities responding to the needs of their customers. Local operators are best able to identify and understand capital needs that can impact water rates. Since water rates are adopted by elected city councils, customers have a level of engagement that would not exist if rate-making authority were transferred in part or in whole to a state agency with no direct knowledge of any individual Texas community. Lewisville will vigorously oppose any efforts to exert state control over local water rates or to diminish city original jurisdiction over water systems.

RIGHTS-OF-WAY

Some corporate interests continue to seek exemptions from local control over public rights-of-way. Lewisville will fight at the state and federal levels to preserve municipal authority to manage and maintain public rights-of-way, including the right to seek adequate compensation for their use. The public should not be asked to subsidize for-profit businesses by allowing those businesses free use of public property (including rights-of-way) to generate their profit. Access charges for using a public right-of-way is in essence a rental payment for property, similar to rent a business might pay for office space or lease payments for major equipment. It is an expected cost of doing business and should be treated as such. Reducing the ability of cities to maintain rights-of-way, or to collect reasonable payments for commercial use of rights-of-way, would transfer an unfair economic burden to taxpayers in violation of long-standing Texas legal standards.

CRITICAL ISSUES

REVENUE REDIRECTION

Cities provide the majority of government services the impact millions of Texans every day; yet, unlike other parts of the country, Texas cities receive minimal funding from the state. Cities should not be expected to provide a wide range of important services and also to serve as a fund-raising arm for the state. To the extent possible, local revenue should primarily benefit local taxpayers. Lewisville opposes any measure that would re-direct existing local revenue to the state, or would impose unfunded mandates that create additional work for cities without new funding. This includes opposing any new or expanded fees that would be collected by local municipal courts on behalf of the state.

LAND USE

Many key responsibilities assigned to city government involve reasonable regulation of land use. This includes such items as structured zoning, property appearance codes, and the ability to establish and enforce reasonable business regulations. This also can include the ability of cities to regulate placement of pipelines and drilling sites within their municipal boundaries. These issues have significant impact on public health, safety and welfare. They also are vital tools in protecting and preserving residential neighborhoods where millions of Texas have their most valuable investment – a single-family home. Lewisville will oppose any legislative measure that would impede or eliminate the ability of cities to adopt and enforce reasonable land-use regulations, and will support any measures that will strengthen the ability of cities to enact such measures for the good of their residents.

ONLINE SALES TAXES

Contrary to popular misconception, online sales do have an impact on local infrastructure and as such do create costs for cities. Deliveries increase traffic on public streets, and theft or fraud related to online purchases often require action by local police departments. Assessing sales tax on both physical and online retailers creates a level playing field for the businesses; exempting certain types of businesses from those levies would give them an unfair competitive advantage with long-term negative impacts on commercial properties across Texas. The original reasons for exempting online purchases from sales tax are no longer valid because online retail sales have become a well-established and thriving marketplace that no longer needs a public subsidy. Lewisville will oppose any legislation that would permanently eliminate sales tax for online transactions.

WATER RE-USE

Access to clean water is one of the most important factors in the future growth and success of Texas and Texas cities. Because potable water is a highly valuable and physically limited natural resource, step must be taken to ensure ample access in the future. This should include researching and assessing some level of water re-use, especially for upstream cities in North Texas such as Lewisville, where clean effluent released from wastewater treatment plants could be routed directly to water treatment plants and returned to municipal water distribution systems. This would provide a level of protection against severe drought, and mitigate the steady rise in the cost of raw and treated drinking water. Lewisville will support legislation that protects the current and future water supply for Texas, and especially measures that would address the possibility of direct re-use of water.

MASS TRANSIT

State, county, and local governments have an obligation to build and maintain an adequate roadway system. Lewisville supports that concept, especially as it relates to proper construction and maintenance of the state highway network. However, there is a limit to how many roads can be built. In addition, more vehicles on roadways have a negative impact on air quality, especially in urban and suburban areas. Many businesses and workers moving to Texas are coming from areas with robust mass transit systems that reduce roadway traffic and enhance economic growth. For all these reasons, among others, Lewisville supports increased state-level investment in public transit, including regional rail service within and between major metro areas.

LOCAL AUTHORITY

Cities are the level of government that is closest to the people it serves, and therefore is the level of government best able to identify the needs of a community and appropriate means to address those needs. While state government should be a resource for cities, decision-making authority should be placed at the municipal level whenever reasonable.



Lewisville is committed to:

- Opposing any legislation that would erode local authority over land uses
- Opposing any legislation that would restrict or hinder a city's ability to formally annex property located within its ETJ
- Opposing any legislation that would erode or invalidate a city's ability to establish and enforce reasonable business regulations
- Supporting continuation of existing eminent domain authority and related tools used for planning and development of projects serving a valid public purpose
- Opposing any legislation that would change the current two dates per year on which local elections can be held, unless it is to give cities additional flexibility
- Preserving municipal authority to manage and maintain public rights-of-way, including the right to seek adequate compensation for their use
- Maintaining the ability of municipal government to participate in utility rate cases on behalf of their residents
- Strengthening the ability of cities to regulate placement of pipelines and drilling sites within their municipal boundaries
- Opposing legislation that would expand or mandate meet-and-confer or collective bargaining for any class of municipal employee
- Opposing legislation that would expand civil service law for municipal employees
- Opposing legislation that would further erode local control related to retirement issues for municipal employees
- Revising or eliminating outdated print advertising mandates for cities
- Enacting state regulation to prevent exploitative payday and vehicle title lending

LOCAL REVENUE

Although it is popular to oppose taxes and call for lower taxes, sometimes lowering taxes can come at a high price. Appraisal and revenue caps have been tried in other states, and have failed. Providing quality municipal services to Texans requires the ability to generate adequate revenue to pay for those services.



Lewisville is committed to:

- Opposing any measure that would re-direct existing local revenue to the state
- Opposing any legislation that would increase or expand appraisal caps
- Opposing any legislation that would erode local taxing authority, including measures that would create new obstacles to funding sources or that would restrict the use of existing revenue streams
- Opposing any legislation that would erode the concept of “true market” appraisals
- Supporting legislation that would close the “dark box” loophole being used by some large retailers to artificially devalue commercial properties for tax purposes
- Opposing any increased state fees, or reallocation of existing fees, on municipal court fines and proceedings, or any legislation that would have the effect of requiring municipal courts to collect revenue for the state
- Opposing any legislation that would permanently eliminate sales tax for online transactions
- Opposing any legislation that would create new sales tax exemptions, expand current exemptions, or expand the annual “sales tax holiday”
- Supporting legislation that would extend certain revenue options into a city’s ETJ, such as transit sales taxes or hotel occupancy tax
- Supporting measures that would expand allowable uses of PEG fee revenue



PARKS FUNDING

Public parks are popular recreation options for Texans, but multiple studies also have shown that a well-maintained park system has positive economic impact on a community and on a state. Reduced state funding of parks not only threatens the viability of state parks, it has a direct negative impact on local parks that Texans value and love.



Lewisville is committed to:

- Encouraging the state to adequately fund maintenance and operation of state parks, recreation areas, natural areas and monuments; and ensuring those facilities are widely and readily available to the public
- Expanding state and federal funding to assist with creating, maintaining and operating local parks
- Dedicating sporting goods sales tax revenues for use in state and local parks that would directly benefit parks, recreation, open space, trails and tourism
- Ensuring that parks and recreation agencies are included as eligible partners and beneficiaries in any strategy or guideline aimed at benefitting healthy lifestyles, increasing physical activity, conservation, or preservation
- Restoring full funding to the Local Park Grant Program
- Expanding options for parks, recreation, open space and trails on utility corridors, to include waiving all liability for those purposes to the utilities
- Increasing local access to pass-through federal dollars for parks and related uses



PUBLIC SAFETY

Police, fire and emergency medical care are among the most important services a city provides its residents. Those services often represent the majority of a municipality's budget. State agencies and resources can be valuable, but should not be applied in such a way as to interfere with local efforts.



Lewisville is committed to:

- Enacting a statewide prohibition on texting while operating a motor vehicle
- Providing adequate funding of state law enforcement agencies on public lakes
- Discontinuing the redirection of dedicated telephone taxes to purposes other than 911 services
- Opposing efforts to legalize recreational use of marijuana in Texas
- Opposing any legislation that would subject local police to criminal charges for enforcing federal firearms laws, or subject any city that allows such enforcement to a lawsuit by the state's attorney general or to punitive reductions in state funding
- Making it an offense for a person to post on a publicly accessible website the residence address or telephone number of an individual the actor knows is a public servant or a member of a public servant's family or household
- Clarifying the authority of municipalities to enact residency restrictions on registered sex offenders
- Seeking assistance from the state in the form of opt-in programs to help local governments protect electronic data bases from criminal breach, including state funding mechanisms to assist with cybersecurity priorities
- Opposing proposed state and federal regulations that would increase the maximum size of long-haul trucks on public highways



TRANSPORTATION

Transportation is a key factor in the future viability of our community. Roads provide a vital network that connects Lewisville to the region and the state. Effective public transit options represent a responsible and reliable way to provide workers with access to employment centers. Funding those needs is a crucial investment in the future of Lewisville, Texas.



Lewisville is committed to:

- Identifying and securing full and timely funding for the second phase of Interstate 35E reconstruction
- Providing increased and consistent state funding to build and maintain a high-quality, efficient highway system
- Ending the diversion of transportation revenues to non-transportation purposes
- Increasing state investment in public transit, including regional rail service
- Providing greater flexibility for cities to fund local transportation projects, including potential new state funding sources for important local and regional roads
- Preserving municipal authority to manage and maintain public rights-of-way, including the right to seek adequate compensation for their use
- Opposing legislation that impedes local authorities from adopting, implementing, or considering ordinances that regulate traffic controls and safety in their communities
- Allowing voluntary “complete streets” participation by cities, but not imposing mandatory “complete streets” requirements on cities
- Supporting legislation that grants North Texas counties the ability to adopt a \$10 optional registration fee for transportation projects



WATER

Future viability requires the ability to provide for the long-term water supply needs of residents and businesses in Lewisville, North Texas and statewide. This must include both maintaining current water supplies and developing new water sources.



Lewisville is committed to:

- Opposing any legislation that would undermine city original jurisdiction, and oppose any efforts to make local water rates subject to approval by any state agency
- Researching and assessing some level of water re-use, especially for upstream cities in North Texas such as Lewisville
- Establishing and enforcing water conservation standards at the local level, not at the state or federal level unless adequate ongoing funding is provided
- Opposing state “tap fees” or other state fees on municipal water systems
- Fully funding the State Water Plan, and creating future state funding sources
- Opposing any legislation that might restrict Lewisville’s ability to continue providing a safe and reliable local water supply
- Working with the state, regional partners and other cities to identify and secure options for new water sources



Lewisville City Council

Mayor - Rudy Durham

Place One/Deputy Mayor Pro Tem - Leroy Vaughn

Place Two - R Neil Ferguson

Place Three/Mayor Pro Tem - TJ Gilmore

Place Four - Brent Daniels

Place Five - Brandon Jones

Lewisville Legislative Team

City Manager - Donna Barron

Legislative Consultant - Burt Solomons

Deputy City Manager - Eric Ferris

Assistant City Manager - Melinda Galler

Assistant City Manager - Claire Swann

Legislative Liaison - James Kunke



Lewisville City Hall
151 W. Church Street
Lewisville, TX 75057
972.219.3400
cityoflewisville.com

MEMORANDUM



LEWISVILLE

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

FROM: Donna Barron, City Manager

DATE: December 29, 2016

SUBJECT: **Approval of a Request by Denton County Transportation Authority (DCTA) for a Letter of Support on its Application for the Environmental Protection Agency's (EPA) Brownfields Assessment Grant.**

BACKGROUND

Denton County Transportation Authority (DCTA) has requested a letter of support from the City of Lewisville for its application for the Environmental Protection Agency's (EPA) Brownfields Assessment grant to perform Phase II subsurface assessment activities. The project site is located in Lewisville at the DCTA Lewisville Maintenance Facility at East Highway 121 and South Railroad Street.

ANALYSIS

When the site was acquired, there was illegal dumping of construction waste, tires, empty barrels and debris on portions of the property. In its current state, the project site may be contaminated with hazardous substances; therefore, the proposed Phase II subsurface assessment will directly affect our residents. This project will assist DCTA in determining the nature and extent of contamination that may be present and will also serve as the first step to cleaning up the area for improved water quality, air quality, public health and potential future investments. The City will provide assistance by informing the public of the project and assist DCTA in an advisory role by reviewing cleanup plans.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the request for a letter of support as set forth in the caption above.



LEWISVILLE

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December 15, 2016

Mr. Jim Cline, President
Denton County Transportation Authority
604 East Hickory Street
Denton, TX 76205

RE: Denton County Transportation Authority's Grant Application for EPA Brownfields Assessment Grant

Dear Mr. Cline:

On behalf of the City of Lewisville, I am pleased to support the Denton County Transportation Authority (DCTA) on its application for the Environmental Protection Agency's (EPA) Brownfields Assessment grant funding to perform Phase II subsurface assessment activities. The project site is located in Lewisville at the DCTA Lewisville Maintenance Facility at East Highway 121 and South Railroad Street. The proposed Phase II subsurface assessment will directly affect our residents. In its current state, the project site may be contaminated with hazardous substances. This project will help the DCTA determine the nature and extent of contamination that may be present and will also serve as the necessary first step to cleaning up the area for improved water quality, air quality, public health, and potential future investments, (e.g., new industrial or commercial businesses that will provide new jobs for our residents and encourage our local economy).

The City of Lewisville is committed to continuing our collaborative relationship with the DCTA by participating in the environmental assessment process. We will gladly assist in community outreach by informing the public of the project and its ongoing progress through city council meetings and the City website. We will also assist the project in an advisory role by reviewing cleanup plans as they are developed. Please keep us apprised of your project timeline and meeting schedule so that we may participate in this important effort.

You may contact Julie Heinze, City Secretary, at (972) 219-3404 if you have any questions regarding this matter.

Sincerely,

Rudy Durham
Mayor
City of Lewisville

MEMORANDUM

TO: Donna Baron, City Manager

FROM: George Babineaux II, Assistant Building Official

VIA: Cleve Joiner, Director of Neighborhood Services

DATE: December 27, 2016

SUBJECT: **Consideration of a Variance to the Lewisville City Code, Section 4-28, Temporary Structures and Uses, Regarding a Temporary Sales and Marketing Trailer at 1216 Lake Falls Terrace Part of Lakewood Hills West Phase I, a Single Family Detached Development Located South of Windhaven Parkway West of Josey Lane, as Requested by Greg Olaniyan, Representing Pulte Group, the Property Owner.**

BACKGROUND

Pulte Homes is currently developing a 133-unit Single Family Detached Residential project on a 44.860-acre property zoned as a Planned Development District, located south of Windhaven Parkway west of Josey Lane. The minimum unit size is 2,000 sf. A variance is being requested to place a temporary sales and marketing trailer on their site for the purpose of pre-sales before the model home is completed. The City of Lewisville building code does not allow portable buildings to be placed in the City for the purposes of sales offices of this type.

ANALYSIS

a.) To allow a temporary sales and marking trailer

The zoning ordinance of the City of Lewisville allows for a sales office to be temporarily placed on a developed property for a period of two years. However, the City of Lewisville building codes do not allow portable buildings or trailers for use as a sales office. The developer is requesting City Council to allow the use of a modular sales office with skirting and permanent type landscaping. The request is for a 12 month period from permit issuance or until the issuance of a Certificate of Occupancy of the Lakewood Hills West model home located at 1216 Lake Falls Terrace. The overall aesthetics would be to create a permanent appearance that would include a concrete walkway with a ADA ramp. For these reasons, Staff is in support of this variance.

Past similar requests approved by Lewisville City Council include:

- Kings Grant - April 2, 2012
- Portrait Homes - January 8, 2008

- Lynn Square - July 10, 2006
- Evergreen at Lewisville - June 6, 2005

RECOMMENDATION

It is City staff's recommendation that the City Council approve the variance as set forth in the above caption not to exceed twelve (12) months or at the issuance of a Certificate of Occupancy of the model home located at 1216 Lake Falls Terrace, whichever occurs first.



November 16, 2016

To: City of Lewisville Council

From: Greg Olaniyan – Pulte Group

Re: Lakewood Hills Sales Trailer Variance

Pulte Homes is respectfully requesting a variance to place a temporary sales trailer in Phase 1 of the new Lakewood Hills community. We feel it is necessary to have a sales trailer present while the model is under construction to generate consumer interest, early sales and ultimately new City of Lewisville homeowners. Our intent would be to remove the temporary sales office once the model home is complete. I have included a variance request description, comments, exhibit, photos, and plot plan for your review.

Respectfully,

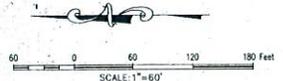
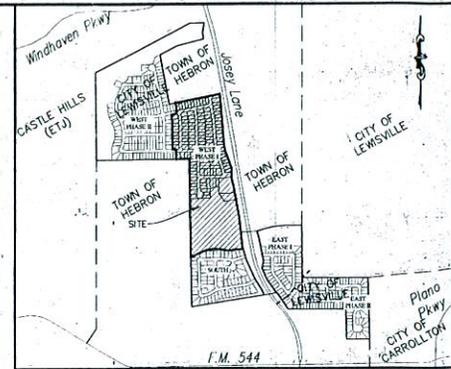
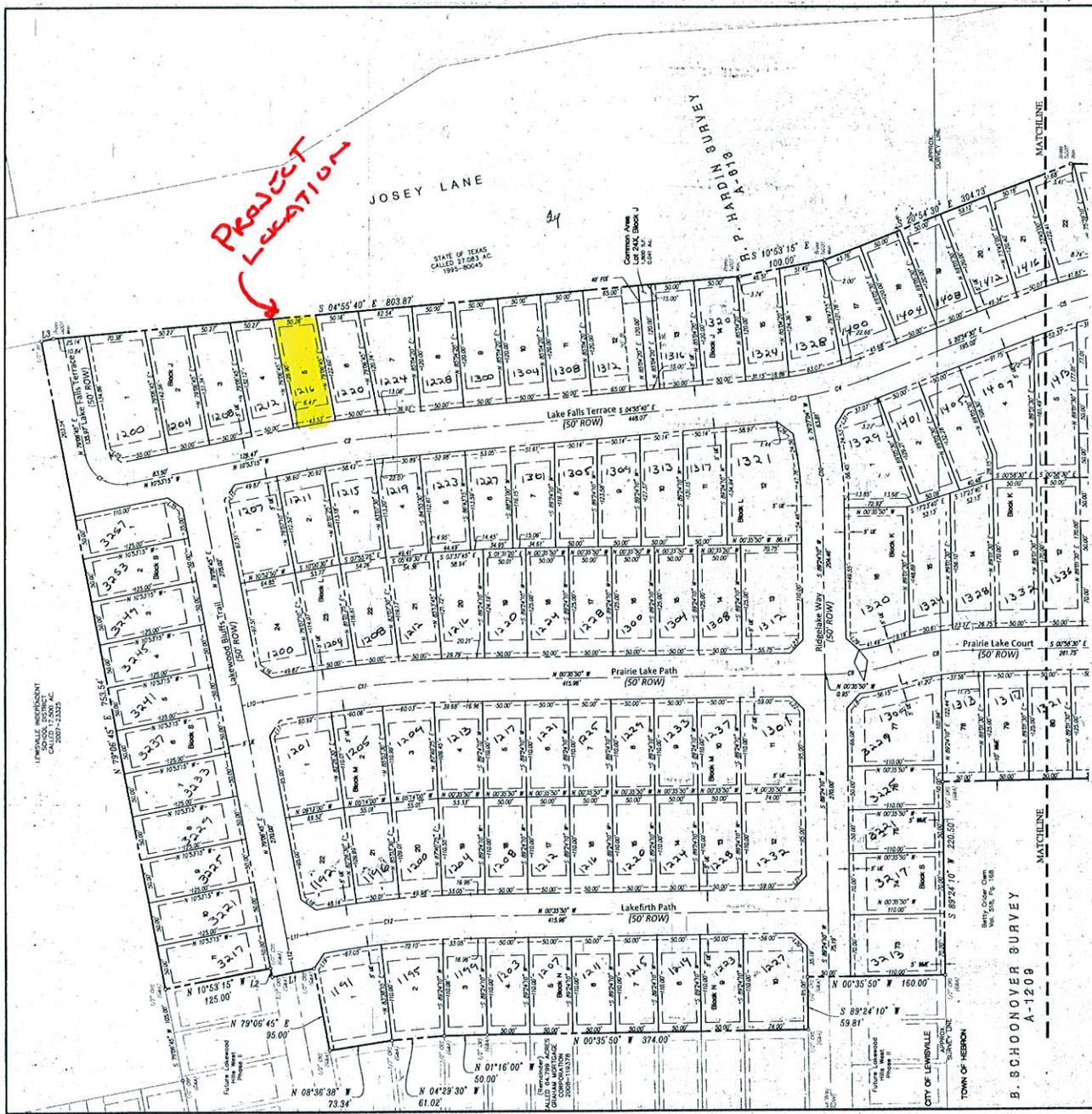
Greg Olaniyan
Resource Planning Manager
4800 Regent Blvd, Suite 100 Irving, TX 75063
Direct: (972) 304-2827 – Cell: (214) 790-6742
Greg.Olaniyan@pultegroup.com

Variance Request Description and Comments

Pulte Homes will be taking down and building 39 Single Family Residential units in the Lakewood Hills West Addition, Phase I project on 44.86 acres, located at the southwest corner of Windhaven Pkwy and Josey Lane. A variance is being requested to place a temporary sales and marketing office on our site for the purpose of pre-sales for a period not to exceed 12 months or until a Certificate of Occupancy is issued for the model home, whichever occurs first. There will be a parking lot located on the perpendicular lot to the North (Lot 6 Block J) that will be the parking lot for the Model Home located on Lot 3 Block L. Council has previously approved similar requests, on a temporary basis. The temporary sales trailer will be located on Lot 5 Block J. A Plot Plan, and exhibit of the trailer location, and photos of a similar temporary sales has been included for your review.

Photo of Similar Sales Trailer





CURVE TABLE

CH#	RADIUS	BEAR. ANGLE	ARC LENGTH	LONG CHORD
C1	41.50'	90°00'00"	85.97'	S 24°26'45" E 58.85'
C2	1000.00'	53°35'	104.00'	N 67°34'28" E 103.87'
C3	400.00'	53°35'	38.00'	S 67°47'16" E 38.88'
C4	400.00'	103°23'28"	72.58'	S 12°42'40" E 72.46'
C5	600.00'	87°23'28"	88.22'	N 84°14'45" E 88.14'
C6	600.00'	131°36'	18.54'	N 78°35'08" E 18.54'
C7	600.00'	113°24'	100.50'	N 83°16'48" E 100.29'
C8	300.00'	113°24'	85.82'	N 90°14'47" E 85.83'
C9	300.00'	164°17'	87.80'	S 58°59'27" E 87.58'
C10	300.00'	87°50'	52.11'	N 84°25'31" E 52.04'
C11	1340.00'	101°10'00"	240.50'	N 05°44'20" E 240.18'
C12	1070.00'	101°10'00"	180.04'	N 05°44'20" E 180.28'
C13	200.00'	148°20'	51.74'	N 80°35'00" E 51.60'
C14	200.00'	74°44'	24.71'	N 86°56'00" E 24.69'
C15	200.00'	87°50'	32.47'	N 47°42'30" E 32.88'
C16	200.00'	97°37'00"	31.82'	S 44°42'00" E 28.84'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 10°53'15" E	30.00'
L2	S 70°06'45" W	10.00'
L3	S 11°06'45" E	14.37'
L4	N 82°52'30" E	47.97'
L5	N 77°49'20" W	71.07'
L6	N 88°44'25" W	111.12'
L7	S 82°37'00" E	71.26'
L8	N 02°52'00" W	31.22'
L9	N 08°07'00" E	40.30'
L10	N 10°52'00" W	24.68'
L11	N 10°52'00" W	24.65'
L12	N 72°30'45" E	40.30'
L13	S 80°15'00" W	31.86'
L14	N 34°24'30" W	20.87'
L15	S 30°53'15" E	21.21'
L16	N 34°18'45" E	31.28'
L17	S 30°42'45" E	31.25'
L18	N 34°17'15" E	31.29'
L19	S 30°46'07" E	31.23'
L20	S 44°24'07" W	31.21'

LINE TABLE

LINE	BEARING	DISTANCE
L21	S 43°35'20" E	21.21'
L22	S 44°24'10" W	21.21'
L23	N 43°35'20" W	21.21'
L24	N 44°01'20" E	21.21'
L25	N 34°06'45" E	21.21'
L26	S 36°39'31" W	22.01'
L27	S 34°06'11" W	20.60'
L28	N 43°58'30" W	21.21'
L29	N 41°06'45" E	18.96'
L30	S 80°31'30" E	36.01'
L31	S 57°43'27" E	22.00'
L32	N 08°07'00" W	57.45'
L33	N 17°26'30" E	18.88'
L34	N 41°07'31" W	15.29'
L35	S 34°06'45" W	21.21'

LEGEND

- P.O.B. = POINT OF BEGINNING
- C.S.A. = CURVE DATA
- R.F. = REAR FOUND
- C.F. = CAPPED REBAR SET
- B.L. = BUILDING LINE
- C.F.P. = CAPPED REBAR FOUND
- PRDCT. = PLAT RECORDS, DENTON COUNTY, TEXAS
- PRODCT. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
- UR. = UTILITY EASEMENT
- W.A.E. = WATER ACCESS EASEMENT
- W.S.E. = SANITARY SEWER EASEMENT
- W.L.E. = WATER LINE EASEMENT
- C.O.A. = CONTROL OF ACCESS
- F.C.E. = FIRE CONTROL EASEMENT
- W.M.E. = WALL MAINTENANCE EASEMENT
- DENOTES STREET NAME CHANGE

FINAL PLAT
LAKEWOOD HILLS WEST ADDITION,
PHASE I
 Lots 1-23, Block J
 Lots 1-16, Block K
 Lots 1-24, Block L
 Lots 1-22, Block M
 Lots 1-10, Block N
 Lots 1-11, 73-99 & 100X, Block S
 Lot 1, Block T
 44.860 Acres
 ZONED PU & PUD #4130-11-2014
 in the
 R. P. HARDIN SURVEY, ABSTRACT NO. 613
 B. SCHOONOVER SURVEY, ABSTRACT NO. 1209
 T. A. WEST SURVEY, ABSTRACT NO. 1345
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

CONSULTANTS, PLLC (2/3)

111 Hickory Drive • Lewisville, TX 75077 • P: 972.438.8712 • F: 972.438.8715
 810 Bryan Harbor Blvd. Ste 114 • Richardson, TX 75082 • P: 469.831.8712 • F: 469.836.4543

DRAWN BY: JS DATE: 1/19/15 SCALE: 1" = 60' JOB NO: 13177

OWNER/DEVELOPER
 CADS LAKEWOOD HILLS WEST, LLC
 100 VALLEY VIEW LANE SUITE 300
 FARMERS BRANCH, TX 75244
 469.822.7274
 Contact: Henry Helms

Filed for Record
 in the official records of
 Denton County
 on May 17, 2015 at 11:55AM
 by
 Lyle Brinson
 LAKEWOOD HILLS WEST ADDITION
 Doc. Number: 2015-115
 No. of Pages: 3
 Amount: 150.00
 Assessor's Number: 13-0474
 Survey Date:

Plot Plan

6062-05010 (J-05)

PHASE I **PLOT PLAN**

SUBDMISION: LAKEWOOD HILLS WEST ADDITION



BLOCK J LOT: 5

STREET ADDRESS: 1216 LAKE FALLS TERRACE

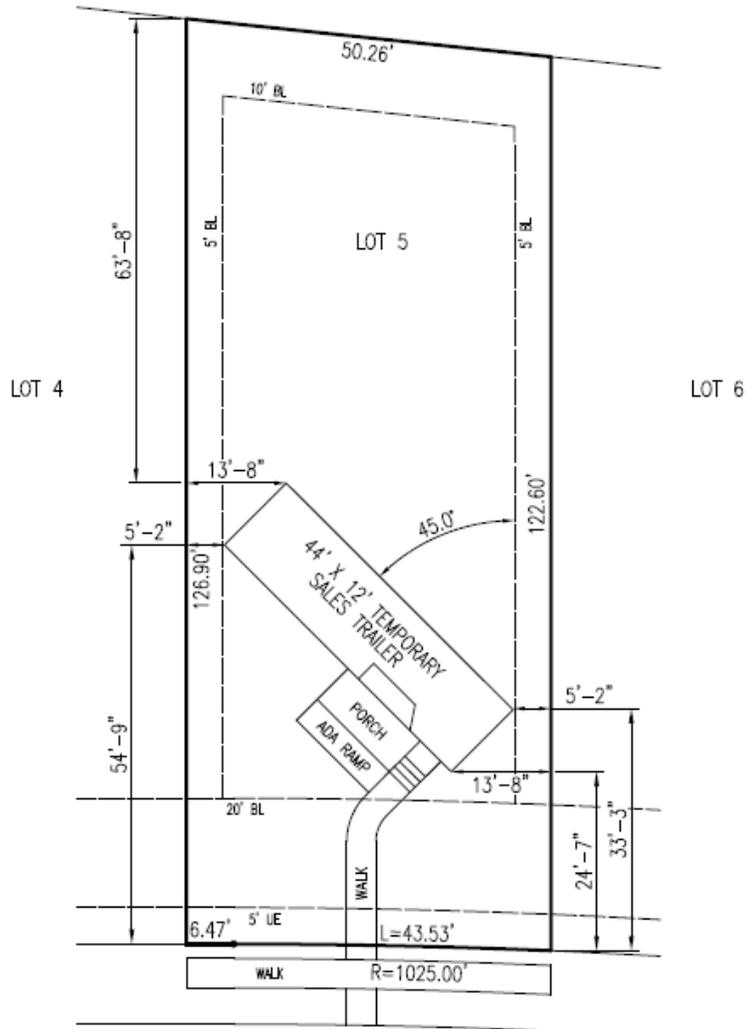
CITY: LEWISVILLE, DENTON COUNTY, TEXAS

SCALE: 1" = 20'

LEGEND	
BL	= BUILDING LINE
UE	= UTILITY EASEMENT
TW	= TOP OF WALL
BW	= BOTTOM OF WALL
TC	= TOP OF CURB
FP	= FINISHED PAD
FF	= FINISHED FLOOR
X	= WOOD FENCE
←	= DIRECTION OF FLOW
DATE: 10-17-16	
REVISION: 11-3-16	
REVISION: 11-11-16	
REVISION: 11-14-16	

TOTAL LOT 6226 SQ. FT.

STATE OF TEXAS
1995-80045



1216 LAKE FALLS TERRACE
50' R.O.W.



THIS DRAWING WAS PREPARED FROM INFORMATION FURNISHED BY THE HOME
BUILDER. BUILDER SHOULD REVIEW THIS DRAWING TO ENSURE COMPLIANCE
WITH ALL ZONING AND BUILDING CODE REGULATIONS FOR THIS PROPERTY.
BEFORE CONSTRUCTION OF ANY KIND BUILDER OR CONTRACTOR SHALL VERIFY ALL
PROPERTY LINES, SIDE YARD SETBACKS AND EASEMENTS IN ORDER TO COMPLY WITH
ALL FEDERAL, STATE AND LOCAL CODES, ORDINANCES AND RESTRICTIONS.
STREET, ALLEY AND SIDEWALK LOCATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.
REFER TO DEVELOPMENT PLANS FOR CONSTRUCTION. BUILDER SHOULD CONFIRM
THAT THIS LAYOUT DOES NOT COMPETE WITH UTILITIES, TRANFORMERS, TOPOGRAPHY
OR OTHER STRUCTURES.



BARROW
LAND SURVEYING
3970 SANDSHELL DRIVE
FORT WORTH, TEXAS 76137
PHONE (817) 961-0082
FAX (817) 961-0086
FIRM NO. 10183700



SCALE: 1"= 400'

WINDHAVEN PKWY

Castle Hills (ET J)

Town of Hebron
City of Lewisville

PROJECT LOCATION

LAKEWOOD BLUFFS TRAIL

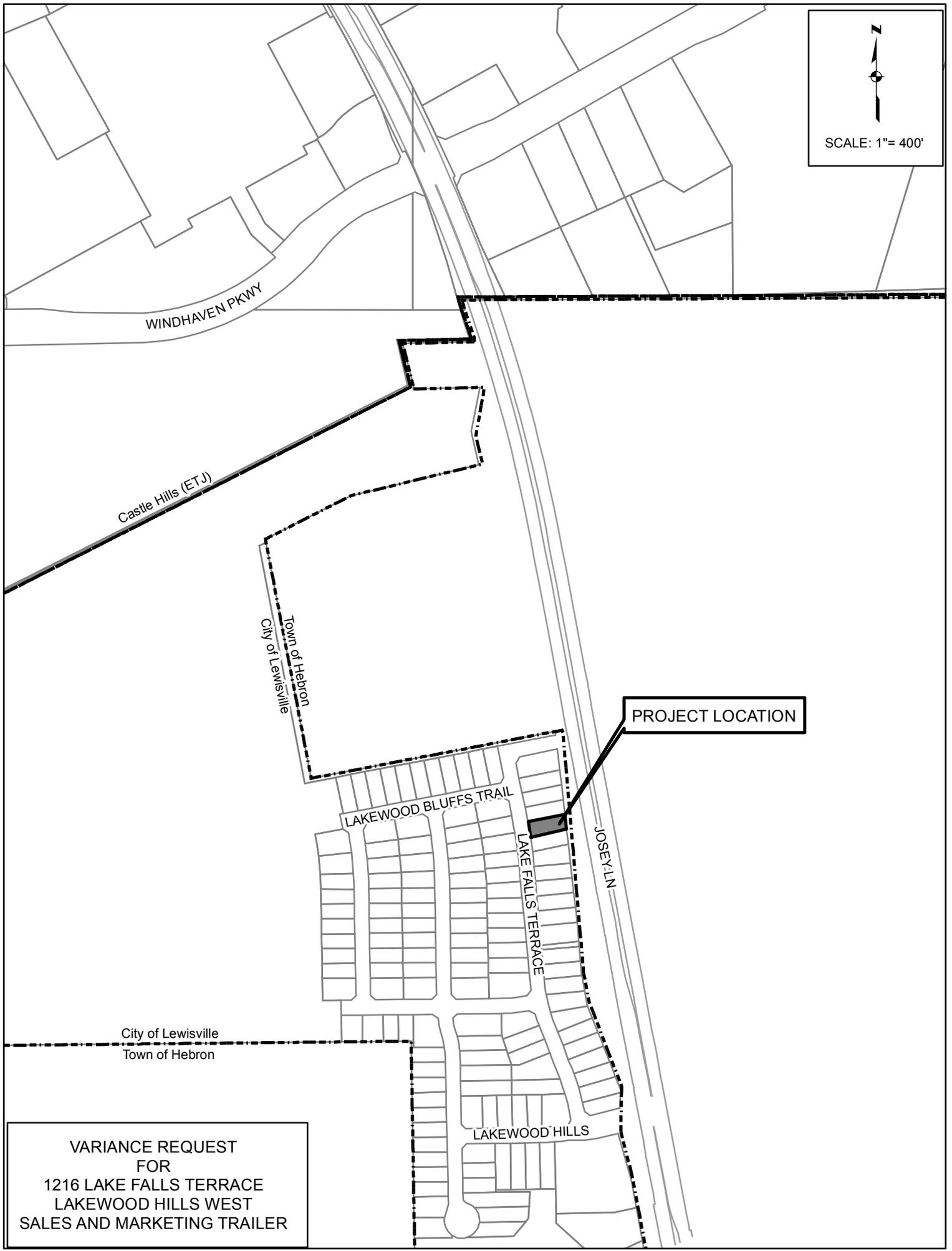
LAKE FALLS TERRACE

JOSEY LN

City of Lewisville
Town of Hebron

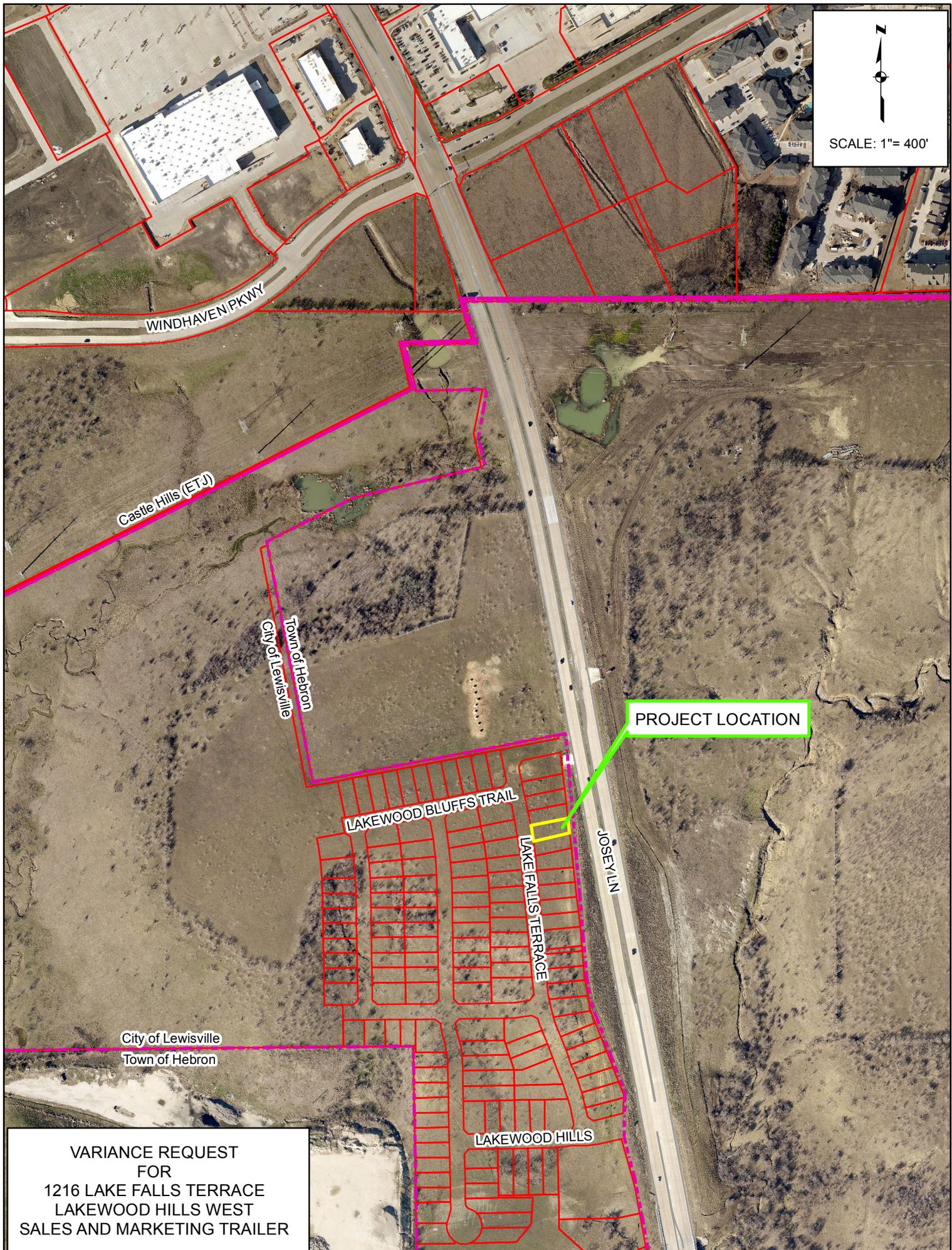
LAKEWOOD HILLS

VARIANCE REQUEST
FOR
1216 LAKE FALLS TERRACE
LAKEWOOD HILLS WEST
SALES AND MARKETING TRAILER





SCALE: 1"= 400'



WINDHAVEN PKWY

Castle Hills (ETJ)

Town of Hebron
City of Lewisville

PROJECT LOCATION

LAKEWOOD BLUFFS TRAIL

LAKE FALLS TERRACE

JOSEY LN

City of Lewisville
Town of Hebron

LAKEWOOD HILLS

VARIANCE REQUEST
FOR
1216 LAKE FALLS TERRACE
LAKEWOOD HILLS WEST
SALES AND MARKETING TRAILER

MEMORANDUM

TO: Donna Barron, City Manager

FROM: James Kunke, Community Relations & Tourism Director

DATE: January 9, 2017

SUBJECT: **Consideration of an Ordinance Repealing Ordinance 3829-12-2010, Which Established the Arts Advisory Board, and Ordinance 3966-10-2012, Which Adds a Duty to the Board, and Replacing Said Ordinances in Their Entirety.**

BACKGROUND

The Arts Advisory Board was established in 2010. In 2012, City Council gave the board additional authority to review proposals for acquisition and placement of public art and make recommendations to Council.

ANALYSIS

The Arts Advisory Board oversees the annual Arts Support Grant program, which in 2016-17 is awarding \$168,400 in Hotel Fund money to seven local arts groups.

The grant program was started in 1996 for the purpose of establishing and growing an arts presence in Lewisville. Since its inception, the program has awarded more than \$2.9 million in grant money to local nonprofit arts groups. However, the board sought clarity about the purpose of the program after discovering that the original purpose language had been dropped from application forms at some point.

This ordinance amendment will clarify City Council's intent for the Arts Support Grant program. It also will define a stronger connection between the program (which is funded with Hotel Tax money) and a desire for tourism impact.

The new language being proposed was presented to City Council during a workshop on November 21, 2016. The amendment would replace the existing ordinance with identical language, plus one addition:

Subject: Amending Ordinances 3829-12-2010 and 3966-10-2012
Date: January 9, 2017
Page 2

"The primary intent of the Arts Support Grant program is to grow the Lewisville arts community and provide new and innovative ways for residents and visitors to experience the arts in Lewisville. Because the program is funded through Hotel Occupancy Tax, potential tourism impact must be a consideration in the grant review and award process."

RECOMMENDATION

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

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL REPEALING ORDINANCE 3829-12-2010 WHICH ESTABLISHES THE ARTS ADVISORY BOARD AND ORDINANCE 3966-10-2012 WHICH ADDS A DUTY TO THE BOARD AND REPLACING SAID ORDINANCES IN THEIR ENTIRETY WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lewisville, Texas is a home-rule municipality; and

WHEREAS, the City Council of the City of Lewisville, Texas determined that for the establishment of diverse artistic programming and offerings and to address the distribution of Hotel Occupancy Tax funds locally in support of cultural tourism and to provide community input as needed on decisions related to cultural events at the MCL Grant Theater, an advisory committee called the Arts Advisory Board (“the Board”) was necessary; and

WHEREAS, the City Council of the City of Lewisville, Texas passed Ordinance 3829-12-2010 which created said Board, established certain qualifications and duties for the Board members, and set forth procedures for Board meetings; and

WHEREAS, the City Council of the City of Lewisville, Texas subsequently passed Ordinance 3966-10-2012 which amended Ordinance 3829-12-2010 by adding an additional duty to the Board; and

WHEREAS, the City Council of the City of Lewisville, Texas desires to further amend Ordinance 3829-12-2010 to clarify that potential tourism impact must be a consideration in the grant review and award process; and

WHEREAS, the City Council of the City of Lewisville has determined that for the health, welfare and safety of its citizens, Ordinances 3829-12-2010 and 3966-10-2012 should be

repealed and replaced with an ordinance that contains the substantive verbiage of Ordinance 3829-12-2010, the substantive verbiage of Ordinance 3966-10-2012 and the new clarification verbiage.

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

SECTION I. Ordinance 3829-12-2010 and Ordinance 3966-10-2012 are hereby repealed in their entirety and in their place the following new ordinance is adopted:

SECTION 1. THE BOARD.

- a. The Board shall consist of nine (9) members appointed by the City Council.
- b. Members shall be appointed by Places numbering 1 through 9.
- c. Places 1, 3, 5, 7 and 9 shall be appointed in odd-numbered years, and Places 2, 4, 6 and 8 shall be appointed in even-numbered years so membership will be staggered.
- d. Terms of office will be for a period of two (2) years with terms expiring on June 30th.
- e. Initially, Places 1, 3, 5, 7 and 9 will be appointed for the full two (2) year term, and Places 2, 4, 6 and 8 will be appointed for a one (1) year term to maintain staggered positions.

SECTION 2. QUALIFICATIONS.

- a. The following four categories shall each be represented on the Board:
 - (1) a person who is employed in a professional or managerial position by a business, or a branch of a business, that is located in the Lewisville city limits and has a minimum of 100 employees;
 - (2) a person who is employed in a professional or managerial position by a hotel or other attraction located within the Lewisville city limits;
 - (3) a person who is employed in a field related to the arts by an institution of learning, including LISD, the University of North Texas or Texas Woman's University; and
 - (4) a person representing the artistic community that is a practicing artist, curator or a major arts benefactor in the Dallas-Fort Worth area.Lewisville residency is not required for these four appointments. These four appointments shall hold Places 1, 3, 5 and 7.
- b. The five remaining Board positions shall be Lewisville residents and shall hold Places 2, 4, 6, 8 and 9.
- c. Members shall serve without compensation.
- d. Members may not have served on a board of a not-for-profit arts organization that has been an applicant for the Lewisville Hotel Occupancy Tax Grant in the 12 months prior to the grant request submittal deadline.
- e. In preparation for the grant allocation process, Board members are required to attend a total of three grant-funded performances or exhibits per fiscal year, representing at least two grant recipient organizations.

- f. In the event of a vacancy, the City Council shall appoint a member to serve for the unexpired term. Any member may be removed by the City Council at will.
- g. If a replacement has not been designated by the end of the member's term, that member shall continue serving until a successor is appointed.

SECTION 3. MEETINGS.

- a. Meetings: The Board shall meet on an as needed basis as determined by the Arts Center Manager.
- b. The members(s) absent from any meeting shall be so stated in the minutes of said meeting. The Board members shall abide by the attendance policy established by the Lewisville City Council.
- c. City staff support to the Board will be a representative from the Community Relations and Tourism Department.
- d. A representative of the Community Relations and Tourism Department shall be in attendance at all meetings to provide staff assistance, reports, and recommendations.

SECTION 4. OFFICERS.

The Board shall elect yearly the following officers:

- a. Chairman: The Chairman shall preside at all meetings, and shall perform such other duties as usually pertain to his/her office or as may be instructed by the Board.
- b. Vice-Chairman: The Vice-Chairman shall perform the duties of the Chairman in his/her absence.

SECTION 5. POWERS AND DUTIES OF THE BOARD.

- a. The Board shall have the following powers and duties:
 - (1) Serve in an advisory capacity to the City Council in matters pertaining to the distribution of Hotel Occupancy Tax grant funds in support of Cultural Tourism and in accordance with criteria established by a City Manager Directive.
 - (2) Receive, review and evaluate funding applications annually as part of the budget planning process.
 - (3) Meet to provide advice to the Arts Center Manager on proposed events or exhibitions at the MCL Grand Theater when the manager determines such advice is necessary; and when questions arise related to community standards and proposed events or exhibitions, the Board may be consulted by the Arts Center Manager as part of the decision making process.
 - (4) Serve in an advisory capacity to the City Council in considering opportunities for the encouragement, sponsorship, endorsement, funding, or assistance in fundraising for artistic events or public art acquisition including, but not limited to, public performances, temporary art displays and permanent public art. The Board may make such recommendations by reviewing the costs, value or potential merits of such opportunities as they are referred to the Board by staff, arts groups or other outside sources.
- b. The primary intent of the Arts Support Grant program is to grow the Lewisville arts community and provide new and innovative ways for residents and visitors to experience the arts in Lewisville. Because the program is funded through Hotel Occupancy Tax, potential tourism impact must be a consideration in the grant review and award process.

SECTION 2. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance shall for any reason 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 4. REMEDIES. Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Lewisville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Lewisville City Code.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective immediately upon its passage and publication as required by law.

SECTION 6. 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 9th DAY OF
JANUARY, 2017.**

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY



LEWISVILLE

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MEMORANDUM

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: January 9, 2017

SUBJECT: **Consideration of Declaring a Vacancy Exists in Place No. 3 of the Board of Directors of the Lewisville Local Government Corporation; and Consideration of an Appointment to Place No. 3 of the Board of Directors of the Lewisville Local Government Corporation.**

BACKGROUND

When this Corporation was first formed, the City Council wanted to have five Council Members serve on this Corporation. A roster of the corporation members has been prepared for City Council review. Due to Greg Tierney no longer serving as a City Council Member, City Council will need to consider declaring a vacancy in Place No. 3 should they wish to maintain the original intention of having only City Council Members serve on this board. The Articles of Incorporation for this board state that the Board of Directors consist of five (5) persons who are residents of the City shall be appointed by the City Council and that the Board Members may be members of the City Council. Should the City Council declare the vacancy, Place No. 3 will need to be filled by either Mayor Pro Tem Gilmore or Councilman Jones.

RECOMMENDATION

It is City staff's recommendation that the City Council declare the vacancy and consider the appointment to Place No. 3 of the Board of Directors of the Lewisville Local Government Corporation.

**Lewisville Local Government Corporation
Roster/Terms of Office**

<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
R. Neil Ferguson 1097 Holly Ln. Lewisville, TX 75067 972-315-8367 (h) 469-502-8492 (c) nferguson@cityoflewisville.com	Place No. 1	1/28/2013	6/15/2015	6/30/2017
Brent Daniels 2063 Kamla Rd. Lewisville, TX 75067 972-315-1391 (h) bdaniels@cityoflewisville.com	Place No. 2	6/15/2015		6/30/2017
Greg Tierney 228 N. Kealy Lewisville, TX 75057 214-212-6618 (c) gtierney@cityoflewisville.com	Place No. 3	7/15/2013	6/15/2015	6/30/2017
Rudy Durham 1011 Timber Creek Dr. Lewisville, TX 75067 214-317-9099 (c) rdurham@cityoflewisville.com	Place No. 4	2/05/2005	6/15/2015	6/30/2017
Leroy Vaughn 1101 Hillwood Dr. Lewisville, TX 75067 214-316-8890 (c) lvaughn@cityoflewisville.com	Place No. 5	1/28/2013	6/15/2015	6/30/2017

MEMORANDUM



LEWISVILLE

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

FROM: Donna Barron, City Manager

DATE: December 27, 2016

SUBJECT: Charter Review Election

A Charter Review Commission was appointed by City Council in January 2015. Charter Review Commission recommendations were reviewed by City Council in July 2015. No specific direction was provided to staff in relation to the timing of the election at that meeting. Staff brought the issue back to City Council in January of 2016. The City Council then directed that discussion related to the timing of the charter election be brought back for consideration in January 2017.

The timing of the charter election is linked to considerations related to the annexation of Castle Hills. Staff is including the annexation topic on the 2017 City Council Retreat agenda scheduled for February 3-4, 2017. Staff's recommendation is that discussion related to a charter review election be delayed to the City Council Retreat.

Attached please find minutes from the January 25, 2016 City Council meeting as well as the memorandum previously presented to City Council related to Charter Commission recommendations.

MEMORANDUM



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TO: Mayor Rudy Durham
Mayor Pro Tem R Neil Ferguson
Deputy Mayor Pro Tem Greg Tierney
Councilman TJ Gilmore
Councilman Leroy Vaughn
Councilman Brent Daniels

FROM: Julie Heinze, City Secretary

DATE: January 4, 2017

SUBJECT: Provide Direction to City Staff Regarding Potential Date for a Charter Amendment Election.

BACKGROUND

City Council received the 2015 Charter Review Commissions' final recommendations at the July 20, 2015, City Council meeting. Discussion was held regarding potential election dates including the possibility of a May election but no definitive direction was given. At the time of this discussion, the continuation elections for the Fire Control, Prevention and Emergency Medical Service District and Crime Control and Prevention District had not been called for May 2016.

ANALYSIS

Attached is the PowerPoint Presentation submitted at the July 20, 2015, City Council meeting reviewing the Charter Review Commission recommendations. During this meeting, the City Council discussed various issues including a change in the structure of governance (residential, single member) based upon the future annexation of the Castle Hills Districts (staff indicated that it could be as early as 2020 that annexations could begin). The Charter Review Commission recommended that the City Council reconsider these options prior to formal annexation proceedings. In addition, Council discussed the need to revise the Charter to allow for the filling of a council vacancy when the vacancy is for 12 months or less (this change became allowable beginning in 2013). Staff communicated that none of the recommended changes had to be made within any specified timeframe.

Staff does not recommend that the City Council consider calling a May 2016 City Charter Amendment Election for the following reasons:

1. Three elections have already been called for May 7, 2016 (City Council General Election and continuation elections for Fire Control, Prevention and Emergency Medical Service District and Crime Control and Prevention District which were required to be called by a specific deadline). This will make it more difficult to properly educate the public



LEWISVILLE

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Subject: Provide Direction to City Staff Regarding Potential Date for Charter Amendment Election
Page 2

regarding the various propositions due to the enormity of both the continuation elections and a charter amendment election.

2. Section 11.21 of the City Charter limits Charter Amendment Elections to no more than once every two years. If a Charter election was held in May 2016, the soonest another such election could be held would be May 2018. Since none of the proposed Charter changes are critical, it is better to leave open the option of when a change in governance should be made to coincide with annexation of the districts.

While there are some exceptions, the Texas Election Code limits municipalities to only hold elections, such as a charter review election, on a uniform election date (May and November). Staff does not recommend May 2016 primarily due to the above reasons, nor November 2016, as it would coincide with the Presidential election. Presidential elections have a significantly higher number of polling locations for both early and Election Day voting. All cities within the Denton and Dallas County areas participate in joint election agreements with both counties which allows for election cost sharing. Most cities (and schools) hold their elections in May, which significantly lowers the cost of the elections.

City staff has contacted both Denton and Dallas County Election Administrators for a rough estimate of the cost for an election held in November 2016. Based upon historical data, Denton County has estimated our cost to be \$35,000 due to the increase in the number of polling locations. Since the City of Lewisville is not able to cost share to the same extent with Dallas County, (there are not as many participants who directly impact Lewisville) the City's costs for Dallas County are typically higher; therefore, staff anticipates the cost of a November election with Dallas County to be significantly higher than Denton County.

Staff is seeking direction from Council regarding whether they wish to call a Charter Amendment Election for May 2016 or to bring back the possibility of holding a Charter Amendment Election at City Council direction in the future.

RECOMMENDATION

It is City staff's recommendation that the City Council provide direction to staff regarding a potential date for a Charter Amendment Election.

WORKSHOP SESSION – 6:30 P.M.

**Discussion of Regular Agenda Items and
Consent Agenda Items (cont'd)**

(Agenda Item A)

Mayor Durham reviewed Agenda Item G-6, Approval of an Access Easement to Connell Development Company Across City Property for the Purpose of Constructing and Maintaining an Access Drive From Bennett Lane to 591 Bennett Lane; and Authorization for the Mayor to Execute the Access Easement. At the questioning of Councilman Vaughn, City Manager Donna Barron explained that as the property does not abut a roadway this would provide an access easement for the requestor. There was no further discussion on this item.

Mayor Durham reviewed Agenda Item H-7, Consideration of a Variance to the Lewisville City Code, Section 6-144, Regarding Screening Walls Between Commercial and Residential Uses, for the Denton County Precinct 3 Government Center and the Remington Apartments, Located at the Northwest Corner of Civic Circle and Valley Parkway, as Requested by the Denton County Department of Public Works, on Behalf of Denton County, the Property Owner. There was no discussion on this item.

Mayor Durham reviewed Agenda Item H-8, Consideration of an Ordinance of the City Council of the City of Lewisville, Texas Extending the Term of an Ordinance Granting a Franchise to Oncor Electric Delivery Company LLC; and Providing an Effective Date. There was no discussion on this item.

Mayor Durham reviewed Agenda Item H-9, Provide Direction to City Staff Regarding a Potential Date for a Charter Amendment Election. City Manager Donna Barron advised that this had been reviewed by the City Council during the summer of 2015; however, the direction the City Council wished to proceed was not clear. Discussion was held regarding concerns of conducting three elections at one time and the difficulty in educating the public on both the Crime and Fire Sales Tax elections and a City Charter Amendment election. Further discussion was held that due to no definite timeline regarding the annexation of Castle Hills, combined with the limitation of only holding a Charter Amendment every two years, calling an election for May 2016 could be problematic to allow voters to determine any City Council recommended changes to the Charter due to the annexation. The consensus of the City Council was not to hold an election in May 2016; however, for City staff to bring back a potential Charter Amendment election to be considered in January 2017.

Mayor Durham reviewed Agenda Item I, Reports: Fourth Quarter 2015 Boards/Commissions/Committees Attendance Reports. There was no discussion on this item.

Mayor Durham reviewed Agenda Item J-Closed Session. There was no discussion on this item.

**Provide Direction to City Staff Regarding a
Potential Date for a Charter Amendment
Election**

(Agenda Item H-9)

City Council received the 2015 Charter Review Commissions' final recommendations at the July 20, 2015, City Council meeting. Discussion was held regarding potential election dates including the possibility of a May election, but no definitive direction was given. At that time, the continuation elections for the Fire Control, Prevention and Emergency Medical Service District and Crime Control and Prevention District had not been called for May 2016. Staff does not recommend that the City Council call a May 2016 City Charter Amendment Election and is seeking direction regarding potential dates for a Charter Amendment Election.

The City staff's recommendation was that the City Council provide direction to City staff regarding potential date for a Charter Amendment Election.

MOTION: Upon a motion made by Councilman Gilmore and seconded by Deputy Mayor Pro Tem Tierney, the Council voted five (5) "ayes" and no (0) "nays" to direct City staff to bring back an item in January 2017 for the City Council to consider setting a date for a future Charter Amendment Election. The motion carried.

Reports

(Agenda Item I)

- Fourth Quarter 2015 Boards/Commissions/Committees Attendance Reports
- Director of Public Services Keith Marvin advised that the Lewisville Lake was currently at 527.31, which was below the spillway but above conservation.
- Councilman Gilmore advised of the new session of the Citizen's Fire Academy beginning on March 8th and encouraged anyone interested to check out the City's website for additional information.
- Mayor Pro Tem Ferguson advised of the upcoming events at the MCL Grand Theatre.
- Mayor Durham thanked the Police Officers for their presence.

There were no additional reports at this time.

Mayor Durham adjourned the regular session of the Lewisville City Council into Closed Session at 7:27 p.m. Monday, January 25, 2016, in accordance with the requirements of the Open Meetings Law.



2015 Charter Review Commission Recommendations

Process

- Section 11.22 of Charter requires a Commission be appointed every 5 years
 - Term of Office for Commission is 6 months
 - Commission to serve January 2015 through June 2015
- Three issues requested for review by City Council members:
 - City Council Pay
 - Allowing City Council members to be on City Health Plan
 - Impact of Population Increases on Governing Body Size, Method of Election and Related Issues
- Staff also presented 2009-10 Commission recommendations for which election was not called previously

Filling City Council Vacancy (Requested by Mayor Rudy Durham)

- In 2013 the Texas Constitution was changed to authorize home-rule municipalities to have a procedure to fill a vacancy on the governing body for which the vacancy is 12 months or less if approved by voters as a charter amendment.
 - Prior to this constitutional change, cities with terms in excess of two years could not have such a charter provision.
 - The Charter Review Commission did not discuss this change during the 6 month period for which they were appointed
 - Mayor Durham is now asking City Council to consider this change.

Section 3.06 - Vacancies

- All vacancies shall be determined and filled in accordance with the constitution and laws of the State of Texas, as they now exist or may hereafter be amended. **Any vacancy occurring for which the unexpired term is twelve (12) months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining five (5) councilmen mentioned under section 3.01 above. Any vacancy for which the unexpired term is for more than twelve (12) months must be filled by a majority of the qualified voters voting in a special election called for such purpose in accordance with the Texas State Constitution. All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled.**
- All vacancies shall be determined and filled in accordance with the constitution and laws of the State of Texas, as they now exist or may hereafter be amended. Any vacancy occurring for which the unexpired term is twelve (12) months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining five (5) councilmen mentioned under section 3.01 above. Any vacancy for which the unexpired term is for more than twelve (12) months must be filled by a majority of the qualified voters voting in a special election called for such purpose in accordance with the Texas State Constitution. All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled.



2015 Charter Review Commission Recommendations

Compensation of City Council members

- Recommendation: Revise Section 3.04 to increase compensation of the Mayor to \$175 per meeting and City Council members to \$125 per meeting; the Commission was opposed to inclusion of a methodology that would automatically increase pay based on some type of established formula.
- Reason: Compensation was set at \$50.00 per meeting in 2004 with no methodology for increasing pay over time. Commission recommended that pay be reviewed every five years with required charter review.

Average MONTHLY PAY COMPARISON

City	Mayor	Council
Allen	\$625.00	\$375.00
Arlington	\$250.00	\$200.00
Carrollton	\$375.00	\$200.00
Dallas	\$6,666.67	\$5,000.00
Fort Worth	\$2,416.67	\$2,083.33
Frisco	\$760.00	\$600.00
Garland	\$600.00	\$400.00
Grand Prairie	\$100.00	\$25.00
Grapevine	\$410.61	\$212.75
Irving	\$1,200.00	\$900.00
Mesquite	\$100.00	\$50.00
McKinney	\$100.00	\$100.00
Plano	\$1,400.00	\$1,000.00
Richardson	\$100.00	\$100.00
MONTHLY AVERAGE	\$1,078.85	\$803.29
Lewisville (current)	\$100.00	\$100.00
% Difference	978.85% below market	703.29% below market
Charter Recommendation	\$350.00	\$250
% Difference	250% below market	150% below market

Participation in City's Health Plan

- **Recommendation:** Extend clinic visits to City of Lewisville City Council members only (does not include spouse and dependents) at no cost as permitted by law.
- **Reason:** No benefits are currently provided to City Council members. Out of the 17 survey city comparison, only three cities allow city council members to be on the health plan. The Commission recommended against providing health insurance benefits to City Council members.
- City Council members may utilize the Employee Clinic

Section 3.04 Compensation

- The mayor **of the city council of Lewisville shall receive \$175.00 for each meeting** and members of the city council of Lewisville shall each receive compensation in the sum of **~~\$50.00~~-\$125.00** for each meeting of the city council which they attend; they shall also be entitled to reimbursement of and for necessary expenses incurred in the performance of their official duties, when approved by the council; **they shall also be allowed to utilize the employee clinic at no cost as allowed by law. Dependents of the city council are not allowed to utilize the employee clinic.**
- The mayor of the city council of Lewisville shall receive \$175.00 for each meeting and the members of the city council of Lewisville shall each receive compensation in the sum of \$125.00 for each meeting of the city council which they attend; they shall also be entitled to reimbursement of and for necessary expenses incurred in the performance of their official duties, when approved by the council; they shall also be allowed to utilize the employee clinic at no cost as allowed by law. Dependents of the city council are not allowed to utilize the employee clinic.

Impact of Population Increases on Governing Body Size, Method of Election and Related Issues

- **Recommendation:** That the City Council consider structure of governance prior to any annexation of water districts within our ETJ.
- **Reason:** The timeframe for annexation of the DCFWS districts is unknown at this time.

Section 3.07 Powers of the City Council

Recommendation: Delete clauses in section 3.07, subsection b and subsection s.

Reason: Subsection b contains a clause which gives the City Council the power to distribute work of divisions within the City but the City Manager, as the chief administrative officer of the City, is responsible for the distribution of work.

Subsection s contains a clause which requires a bond of all contractors, yet, in practice, such a bond is not always necessary of all contractors. Whether a bond is required depends on the specific project at issue.

Section 3.07 Powers of the City Council

- All powers of the city, and the determination of all matters of policy, shall be vested in the city council. Without limitation of the foregoing, and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:
 - ~~b. Establish, create, consolidate, or abolish, administrative departments and distribute the work of divisions.~~
 - ~~s. To require bonds, both special and general, of all contractors and others constructing or building for the city, and set up standards, rules and regulations therefore.~~

Section 3.07 Powers of the City Council

- All powers of the city, and the determination of all matters of policy, shall be vested in the city council. Without limitation of the foregoing, and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:
 - a. Appoint and remove a city manager as hereinafter provided.
 - b. Adopt the budget of the city.
 - c. Authorize the issuance and sale of bonds, by a bond ordinance.
 - d. Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs. To name and designate an "official newspaper" for the City of Lewisville, Texas.
 - e. Provide for such additional boards and commissions, not otherwise provided for in this charter, as may be deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this charter, by city ordinance, or by law.
 - f. Adopt and modify the zoning plan, and a building code, including electrical and plumbing codes, of and for the city; and to require building permits.
 - g. Adopt and modify the official map of the city. (The official map is, and shall be maintained by the city secretary, in the city hall in Lewisville, Texas.)

Section 3.07 Powers of the City Council

- h. Adopt, modify and carry out plans proposed by the city planning commission, for the clearance of slum districts and rehabilitation of blighted areas.
- i. Adopt, modify and carry out plans proposed by the city planning commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole, or in part, by disaster.
- j. Regulate, license and fix the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city.
- k. Provide for the establishment and designation of fire limits, and prescribe the kind and character of buildings or structures or improvements to be erected therein; and provide for the erection of fireproof buildings within said limits; and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard, and prescribe the manner of their removal or destruction, within said limits.
- l. Fix the salaries and compensation of the city officers and employees, to set up qualifications, rules, and standards of and for employees of the city.
- m. Provide for a sanitary sewer and water system, and require property owners to connect their premises with sewer system, and provide for penalties for failure to make sanitary sewer connections.
- n. Provide for sanitary garbage disposal, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges. To define nuisances; and, to prohibit same; and provide penalties for violations.

Section 3.07 Powers of the City Council

- o. Provide for all necessary public utilities and set fees and charges therefor and provide penalties for misuses of same.
- p. Exercise exclusive dominion, control and jurisdiction, (including the right to close and abandon streets and alleys), in, upon, over and under, the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city; and, provide for the improvement of same, as provided in Article 1105b, Chapter 9, Title 28, of the Revised Civil Statutes of the State of Texas of 1925, as now, or hereafter amended.
- q. Compromise and settle any and all claims, demands, and lawsuits, of every kind and character, in favor of, or against, the City of Lewisville.
- r. To pass ordinances defining and prohibiting misdemeanors and vagrancy; and, provide penalties for violations.
- s. To provide and/or arrange for any and all "civil defense measures" and "public shelter measures" for the City of Lewisville, Texas, and for the citizens thereof, deemed necessary for public welfare.
- t. To exercise, or delegate to the mayor, extraordinary and total executive powers, (on a temporary basis), during the existence and duration of any major public disaster, for the public welfare.

Section 3.12 Official Bonds for City Employees

Recommendation: Delete section 3.12 in its entirety.

Reason: Official bonds for the city manager, the city secretary or any other city employee are not required by law, and the finance director for the city is bonded.

Section 3.12 Official Bonds for City Employees

- ~~• The city manager and the city secretary and such other city officers and employees as the city council may require shall before entering upon the duties of their office, enter into a good and sufficient fidelity bond in a sum to be determined by the city council payable to the City of Lewisville, and conditioned upon the faithful discharge of the duties of such persons, and upon faithful accounting for all monies, credits and things of value coming into the hands of such persons, and such bonds, shall be signed as surety by some company authorized to do business under the laws of the State of Texas; and, the premium of such bonds shall be paid by the City of Lewisville; and, such bonds must be acceptable to the city council. Such bond shall be maintained in full force and effect at all times during such person's tenure of office.~~

Section 5.07 Conducting and Canvassing Elections

Recommendation: Delete last sentence in section 5.07.

Reason: State law sets the specific dates for canvassing elections, which override the city charter.

Section 5.07 Conducting and Canvassing Elections

- The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas. ~~Within five (5) days or as soon as practical after an election, the city council shall meet, open the returns, canvass and officially declare the result of the election as to candidates and questions, and issue certificates of election to candidates elected, as hereinbefore provided.~~
- The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas.

Section 8.02 Development of Property

Recommendation: Approve new wording of Section 8.02.
Development of property

Reason: State law addresses the expenditure of public funds for private development

Section 8.02 Development of Property

- **Section 8.02. Development of property.** The city council ~~shall~~ may cooperate with persons interested in the development of property within, or beyond, the city limits. No expenditure of public funds, however, shall be authorized if said expenditure for the development of privately owned subdivisions, situated within or beyond the corporate limits of the city' except (where feasible for the city) for the extension of utilities or services to such areas is in violation of state law.
- **Section 8.02. Development of property.** The city council may cooperate with persons interested in the development of property within, or beyond, the city limits. No expenditure of public funds, however, shall be authorized if said expenditure is in violation of state law.

Section 9.02 Preparation and Submission of Budget

Recommendation: Delete the clause in section 9.02 that sets forth the time frame for the submission of the budget.

Reason: State law addresses the timing of the budget.

Section 9.02 Preparation and Submission of Budget

- The city manager shall, ~~between 60 and 90 days prior to beginning of each fiscal year~~, submit to the council a proposed budget, which shall provide a complete financial plan for the fiscal year ...
- The city manager shall submit to the council a proposed budget, which shall provide a complete financial plan for the fiscal year ...

Section 9.06 Notice of Public Hearing on Budget

Recommendation: Delete section 9.06 in its entirety.

Reason: State law sets forth the requirements for public hearings on the budget.

Section 9.06 Notice of Public Hearing on Budget

- ~~• At the meeting of the city council at which the budget is submitted, the city council shall fix the time and place of the public hearing on the budget. The public hearing on the proposed budget shall be set for a date occurring after the 15th day after the budget is filed with the municipal clerk, but before the governing body makes its tax levy, and, the city council shall cause to be published in the official newspaper of the City of Lewisville, a notice of the hearing setting forth the time and place thereof at least five days before the date of such hearing.~~

Section 9.07 Public Hearing on Budget

Recommendation: Delete section 9.07 in its entirety.

Reason: State law sets forth the requirements for public hearings on the budget.

Section 9.07 Public Hearing on Budget

- ~~• At the time and place set forth in the notice required by section 9.06, or at any time and place to which such public hearing shall from time to time be adjourned, the city council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.~~

Section 9.14 Contingent Appropriation

Recommendation: Delete section 9.14 in its entirety.

Reason: This contingency appropriation is unnecessary because expenditure of these funds would require city council approval. Therefore, it is more efficient to request an emergency appropriation from the city council when an emergency actually exists. Staff has historically budgeted \$100 to meet the requirement of this section.

Section 9.14 Contingent Appropriation

- ~~• Provision shall be made in the annual budget and in the appropriation ordinance for a contingent appropriation in an amount not more than three (3) percent of the total budget, to be used in case of unforeseen items of expenditure. Such contingent appropriation shall be under the control of the city manager and distributed by him, after approval of the city council. Expenditures from this appropriation shall be made only in case of established emergencies and a detailed account of such expenditures shall be recorded and reported.~~

Section 9.24 Taxes; when due and payable

Recommendation: Delete the clause in section 9.24 which refers to the office of the city assessor collector.

Reason: The City no longer has an office of the city assessor collector, and those activities are performed by the Denton County Appraisal District and the Denton County Tax Collector.

Section 9.24 Taxes; when due and payable

- All taxes due the City of Lewisville ~~shall be payable at the office of the city assessor-collector, and~~ may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty, interest and other collection costs as provided by the Texas Tax Code, Section 33.01 et seq., as it now exists or may hereafter be amended.
- All taxes due the City of Lewisville may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty, interest and other collection costs as provided by the Texas Tax Code, Section 33.01 et seq., as it now exists or may hereafter be amended.

Section 8.04 Planning commission membership

Recommendation: Remove the requirement that a member of the Planning and Zoning Commission (P&Z) own real property within the City of Lewisville

Reason: Limits the ability of otherwise qualified residents to serve on the P&Z

Section 8.04 Planning commission membership

- The city council shall appoint a city planning commission of seven (7) members who shall be residents of the city ~~and own real property therein~~ who shall serve without compensation.
- The city council shall appoint a city planning commission of seven (7) members who shall be residents of the city who shall serve without compensation.

Election Timing

- **Elections must be held on one of two uniform election dates:**
 - **Second Saturday in May**
 - **First Tuesday after first Monday in November**
- **If City Council desires to hold election November 3, 2015**
 - **August 17** Recommended date to approve ordinance calling special election
 - **August 24** Last day to call Election
- **If City Council desires to hold election May 14 , 2016**
 - **February 1** Recommended date to approve ordinance calling special election
 - **February 26** Last day to call Election

MEMORANDUM

TO: Donna Barron, City Manager

FROM: James Kunke, Community Relations & Tourism Director

DATE: January 9, 2017

SUBJECT: **Consideration of a Professional Services Agreement with Todd Bressi in the Amount of \$62,000 for Consulting Services Related to Creating a Public Art Master Plan.**

BACKGROUND

The “Communications & Marketing” Big Move in the Lewisville 2025 vision plan includes an action step to “develop and expand (the) city's image as an ‘arts community’ for residents and visitors.” Discussion by the Lewisville 2025 committee included a desire for public art in key locations around the city.

In 2012, City Council assigned the Arts Advisory Board an advisory capacity related to recommending public art acquisition and placement. In 2015, Council allocated approximately \$600,000 from Hotel Fund Reserves to create a Public Art account. Council also directed that at the end of each fiscal year, any difference between actual Arts Support spending from the Hotel Fund budget and the 15 percent cap set by Texas law would be added to the Public Art account. The balance of that fund currently is \$627,630.

Public art components are included in four infrastructure and facility projects approved by Lewisville voters in the November 2015 bond election. Those public art components include \$249,079 for permanent public art integrated into the Multigenerational Recreation Center; \$139,216 for permanent public art integrated into trail system additions; and \$208,825 for permanent public art integrated into two major street construction projects. This was the first time public art had been included in the initial planning for a Lewisville capital project.

Several cities in North Texas have adopted a public art master plan to help shape and conduct an ongoing public art program. An effective plan can provide a roadmap for future artwork acquisition and placement. The FY 2016-17 budget includes \$65,000 in the Hotel Fund for an outside consultant to develop a public art master plan for Lewisville.

Subject: Professional Service Agreement for Public Art Master Plan
Date: January 9, 2017
Page 2

ANALYSIS

City staff identified eight companies or individual consultants who had developed public art master plans for other communities, including two that had created plans for cities in North Texas. When the RFP was posted online, those eight vendors were mailed copies for consideration.

Several questions were posted by potential proposers and answered by staff. Two responses were received by the submission deadline, including one from a previously identified consultant (Todd Bressi, with Meridith McKinley of VIA Partnership).

A four-person selection team was formed that included Arts Advisory Board Chairman Ken Lannin, public art consultant Jim Wear, Arts Center Manager Melinda Camp, and Community Relations & Tourism Director James Kunke. The team reviewed both proposals, and conducted a conference call interview with Todd Bressi and Meridith McKinley, who have previously worked together to draft public art master plans for more than a dozen cities including Allen, Frisco, Mesquite, and Richardson.

The selection team was impressed by the interview, much of which focused on how to involve the public in developing a public art master plan. Mr. Wear checked references with four cities that have completed similar projects with Mr. Bressi, receiving positive recommendations. Staff then negotiated the attached draft agreement with Mr. Bressi as sole proprietor, working with Ms. McKinley.

Project cost per the proposal is \$62,000. The FY 2016-17 budget includes \$65,000 in the Hotel Fund for an outside consultant to develop a public art master plan for Lewisville.

Plan development will include gathering input from Council, city staff, members of the arts community, and the public at-large. Completion of the projected is estimated for September 2017. At that time, the city will receive a detailed Public Art Master Plan that assesses current and anticipated opportunities for public art, suggested uses and treatments, and guidelines for selection and maintenance.

RECOMMENDATION

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

PROFESSIONAL SERVICES AGREEMENT
for
PUBLIC ART MASTER PLAN

The City of Lewisville, Texas, hereinafter called City, hereby engages Todd Bressi, hereinafter called Consultant, to perform professional services in connection with developing a Public Art Master Plan, hereinafter called Project.

- I. PROJECT.** The Project is described as follows:
- A. Coordinate with the city’s Public Art Consultant through plan research and development
 - B. Conduct community outreach during plan development to measure public interest and support for potential manifestations of public art in Lewisville
 - C. Evaluate public art programs in comparable cities and identify elements from those programs that would be suitable for Lewisville
 - D. Provide recommendations in immediate and five-year priorities for public art
 - E. Provide recommendations for preferred locations for placement of public art, including temporary versus permanent displays, iconic or gateway art placement, city facilities or public spaces, transportation corridors, and participatory art
 - F. Provide direction for theme, material, and presentation options at each preferred location
 - G. Provide recommendations for program development such as community art programs, promotion of public art, and use of collaborative and participatory art
 - H. Provide recommendations for project selection criteria, either in general or in relation to specific proposed locations
 - I. Provide suggestions for incorporating Lewisville’s cultural diversity and rich history
 - J. Address how public art satisfies demands for inclusiveness outlined by the Americans with Disabilities Act (ADA)
 - K. Include all research and recommendations in a formal Public Art Master Plan submitted for staff review and approval, followed by City Council approval
 - L. Make a presentation of the Public Art Master Plan to the City Council during a regularly scheduled meeting of the council; said meetings typically are held the first and third Monday of each month

The original request for qualifications (RFQ) for this Project is attached to this Agreement as EXHIBIT B, and the RFQ response submitted by the Consultant as EXHIBIT C. These documents are considered part of this Agreement and shall be used to provide additional details, as needed, for the Project description above.

- II. COMPENSATION.** The City will pay the Consultant a total fee of \$62,000 for services described in this Agreement, invoiced and paid in phases as detailed on page 24 of attached EXHIBIT C. Additional services outside the scope of this Agreement must be approved in advance by the City, and will be billed according to hourly rates detailed on Page 24 of attached EXHIBIT C.

Notwithstanding any terms to the contrary included in EXHIBIT C, invoices shall be submitted by cover letter from the Consultant after the conclusion of each phase as listed on page 24 of EXHIBIT C. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest.

Invoices shall be based on completion of each phase of the Project as described on page 24 of attached EXHIBIT C. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

- III. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with attached EXHIBIT A. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work.

- IV. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

- V. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of, the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.

- VI. INDEMNIFICATION.** The Consultant agrees to indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Consultant and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law and the City's reasonable attorney's fees shall be reimbursed in proportion to the Consultant's liability. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- VII. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs IV, V and VI above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- VIII. TIME OF COMPLETION.** A project schedule, included on page 23 of attached EXHIBIT C, is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- IX. PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- X. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and

Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

XI. ADA COMPLIANCE. All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

XII. SUCCESSORS AND ASSIGNS. The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

XIII. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

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

XIV. CONFLICT IN TERMS. In the event of a conflict between the terms of this Agreement and EXHIBIT B or EXHIBIT C, this Agreement shall control.

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

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

By: _____
Donna Barron, City Manager

By: _____

Date: _____

Date: _____

Attest: _____
Julie Heinze

Attest: _____

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

ATTACHMENT A
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

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

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (Ed 10 01) covering Comprehensive General Liability . "Occurrence" form only, "claim made" forms are unacceptable except for professional liability.
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability Insurer, and / or Errors and Omissions.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
- b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

4. Professional Liability and / or Errors and Omissions
“Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor’s breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Contractor and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

H. PROOF OF INSURANCE

Contractor is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City.

Solicitation 17-01-I

CREATION OF PUBLIC ART MASTER PLAN

Bid Designation: Public

City of Lewisville, Texas

Bid 17-01-I

CREATION OF PUBLIC ART MASTER PLAN

Bid Number **17-01-I**
Bid Title **CREATION OF PUBLIC ART MASTER PLAN**

Bid Start Date **Oct 13, 2016 5:39:10 PM CDT**

Bid End Date **Oct 31, 2016 5:30:00 PM CDT**

Question & Answer End
Date **Oct 24, 2016 5:30:00 PM CDT**

Bid Contact **Todd White**

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

Description

The City of Lewisville, Texas, is seeking proposals from qualified firms to work with the Arts Advisory Board, members of city staff, and the broader Lewisville community to create a Public Art Master Plan. The intent is to provide direction for the city related to the planning and processes needed to acquire and maintain public art throughout the City of Lewisville. Proposals are due at 5:30 p.m., local time, Monday, October 31. Basis of award will be "best value" as determined by evaluation matrix.



CITY OF LEWISVILLE, TEXAS

REQUEST FOR PROPOSALS (RFP)

CREATION OF A PUBLIC ART MASTER PLAN

RFP # 17-01-I

DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

MONDAY, October 31, 2016 @ 5:30PM (CDT)

TABLE OF CONTENTS

I. Introduction.....2

II. Scope of Services.....3

III. General Requirements and Information4

IV. Proposal Submission.....5

V. Evaluation of Proposals7

Signature Page8

Exhibit A Insurance Requirement9

Purchase Order Terms and Conditions.....12

I. INTRODUCTION

A. PURPOSE

The City of Lewisville, Texas, is seeking proposals from qualified firms to work with the Arts Advisory Board, members of city staff, and the broader Lewisville community to create a Public Art Master Plan. The intent is to provide direction for the city related to the planning and processes needed to acquire and maintain public art throughout the City of Lewisville.

B. GENERAL INFORMATION

The City of Lewisville has approximately 100,000 residents and is a regional shopping and employment center, with corporate presence by many major companies including Sysco, The Apparel Group, JP Morgan Chase, TIAA-Cref, MedFusion, Bed Bath & Beyond, and Mary Kay. Lewisville is located about 20 minutes north of Dallas and is part of the thriving North Texas metropolitan area, but also has a rich history of its own and a terrific selection of public amenities including Lewisville Lake and the 2,000-acre LLELA nature preserve. Partly because of its location along Interstate 35E and State Highway 121, Lewisville's population enjoys a very high level of socio-economic diversity.

Lewisville has a strong arts presence in the community that includes local symphony, ballet, theater, choral, and fine arts organizations. The city operates two grant programs related to the arts, providing nearly \$3 million in grant money since 1996. The city also owns and operates the only public arts center in southern Denton County; Medical Center of Lewisville Grand Theater (which is under a naming-rights sponsorship agreement with the local hospital) is a 40,000-square-foot facility with Proscenium Theater, Black Box Theater, recital hall, art gallery and classrooms. The city also has a Poet Laureate program.

Lewisville City Council appoints the Arts Advisory Board, a nine-member committee of residents who conduct the art grant programs, provide general input and support to the arts center, and will oversee the public art program. City Council has adopted a Public Art Policy, and created a Public Art Fund to hold and disburse money related to public art.

The city currently has multiple small pieces of public art in the form of paintings and sculptures that have been donated to the city by local organizations, but does not have any large displays of permanent public art. Pursuing an active public art program was identified as a key recommendation of the Lewisville 2025 vision plan adopted in July 2014. Public art components are included in four infrastructure and facility projects approved by Lewisville voters in a November 2015 bond election.

C. ADDITIONAL RESOURCES

Firms preparing a response to this RFP can find additional information online that could be useful in preparing a comprehensive proposal.

Lewisville 2025 vision plan: <http://www.cityoflewisville.com/index.aspx?page=1170>

MCL Grand fine and performing arts center: <http://www.mclgrand.com/>

Lewisville area arts programming:
<http://www.cityoflewisville.com/index.aspx?page=1162>

II. SCOPE OF SERVICES

The goal of the Public Art Master Plan is to envision the future of public art in Lewisville by clarifying key themes and values; providing direction for the selection, creation placement, and maintenance of public art throughout the Lewisville community; and finding ways to integrate public art efforts into other city initiatives. The plan is anticipated to be a strategic document that will serve as a tool to guide development of the city's public art program and to support increased opportunities for public art in a manner that reflects the city's character and the desired character described by residents in the Lewisville 2025 vision plan.

Master Plan Proposal

The following services shall be considered part of the scope of work for the Public Art Master Plan proposals:

- A. Conduct community outreach during plan development to measure public interest and support for potential manifestations of public art in Lewisville
- B. Evaluate public art programs in comparable cities and identify elements from those programs that would be suitable for Lewisville
- C. Provide recommendations in immediate and five-year priorities for public art
- D. Provide recommendations for preferred locations for placement of public art, including temporary versus permanent displays, iconic or gateway art placement, city facilities or public spaces, transportation corridors, and participatory art
- E. Provide direction for theme, material, and presentation options at each preferred location
- F. Provide recommendations for program development such as community art programs, promotion of public art, and use of collaborative and participatory art

- G.** Provide recommendations for project selection criteria, either in general or in relation to specific proposed locations
- H.** Provide suggestions for incorporating Lewisville’s cultural diversity and rich history

Proposal must address how public art satisfies demands for inclusiveness outlined by the Americans with Disabilities Act (ADA).

Master Plan Contents

The final Public Art Master Plan must include all of the information set forth in this section and be organized as set forth in this section. Additional content is allowed.

- A. Executive Summary.** Concluding recommendations resulting from research, community outreach, and expert consultations. The summary should provide clear and organized content, so as to be accessible and useful to residents and city leaders who may act on these recommendations.
- B. Background/Context.** A summary of research used in development of the Public Art Master Plan, including any national or state data used as well as local research conducted during plan development, in order to establish local best practices related to public art.
- C. Community Impact.** A summary of the potential community impact that can be realized through the placement of public art, including connections to community stakeholders, celebration of cultural diversity, capitalization on local history and heritage, benefits to the economic base, and relevance to the Lewisville 2025 vision plan.
- D. Site Inventory.** A prioritized list of potential locations for placement of public art in Lewisville, to include specific locations such as facilities and open spaces, as well as general guidelines for evaluating a proposed site that does not appear on the list.
- E. Inventory Management.** Recommendations for creating and maintaining an inventory of public art pieces acquired by the city, using industry best practices, and recommendations related to maintenance needs and procedures for public art pieces.

III. PROPOSAL GENERAL REQUIREMENTS AND INFORMATION

All proposals received will be reviewed by a team selected by the city that includes staff and community representatives with experience and knowledge of the arts in Lewisville. Firms considered for this project will be invited to interview with the selection team at Lewisville City Hall. Firms will be given a maximum of 60 minutes to make a formal presentation to the selection team, if desired, with questions and answers to follow.

- A.** During the review process, the City of Lewisville reserves the right, where it may serve the City of Lewisville’s best interest, to request additional information or

clarifications from those that submit proposals, or allow corrections of errors or omissions.

- B.** The City of Lewisville reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lewisville and the firm selected.
- C.** The preparation of the RFP will be at the total expense of the Firm. There is no expressed or implied obligation for the City to reimburse responding firms for any expense incurred in the preparation of proposals in response to this request. All proposals submitted to the City shall become properties of the City and will not be returned.
- D.** The City of Lewisville reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City of Lewisville.
- E.** All forms requiring either a signature or information to be filled in are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposals through reference herein.
- F.** The successful proposer will be required to provide the City an insurance certificate meeting the requirements listed in Exhibit A. Insurance must be maintained throughout the term of the contract.
- G.** The contents of the proposal will be considered confidential information by the City but may be subject to open records requests if submitted.

IV. PROPOSAL SUBMISSION

To be considered, firms must send proposal on one (1) thumb drive in PDF format and five (5) copies of their proposal in a sealed envelope with the name of the firm submitting the proposal and the RFP Number **17-01-I** printed on the bottom left side of the envelope to:

**City of Lewisville
Purchasing Division
Attn: Todd White, Purchasing Manager**

**151 West Church Street
Lewisville, Texas 75057**

or

**P.O. Box 299002
Lewisville, TX 75029-9002**

QUESTIONS

Questions with regard to this RFP should be submitted on Bidsync.com. All questions will be answered on Bidsync.com by October 27, 2016.

SCHEDULE

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this bid process as follows:

RFP released:	October 13, 2016
Deadline for receiving questions:	October 24, 2016
Response to questions:	October 27, 2016
Proposals due:	October 31, 2016
Finalists selected:	November 11, 2016
Presentations/Interviews (if necessary):	November 16, 2016
Firm selected:	December 5, 2016

OUTLINE OF SUBMISSION

The proposal shall be organized and submitted with the following elements:

- A. Cover page
- B. Table of contents
- C. Executive summary

Provide a brief summary describing the firm's ability to perform work requested, a history of the firm's background and experience providing like services, and qualifications of the firm's personnel to be assigned to this project. The executive summary can also be in the form of a letter of intent briefly stating the firm's understanding of the work to be done and a positive commitment to perform the work in a timely manner and statements on why the firm believes itself to be best qualified to perform the engagement. This summary should include any other information called for by this request for proposal which the firm deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the firm and staff.

- D. Experience and References

List the firm's experience of providing services similar to those described in this request for proposals within the past five years. Provide the scope of services that were offered, along with contact information consisting of name and current phone number of person(s) that can attest to the quality and timeliness of services received. Emphasis shall be placed with any municipal clients the firm has worked with during this time period.

- E. Project Approach and Technical Capability

Provide a listing of the firm's personnel proposed for this project. Include relevant information attesting to their experience and ability to effectively gather and evaluate qualitative and quantitative data with regards to public art. Provide the firm's overall methodology for implementing its approach towards producing a comprehensive public art master plan.

F. Commitment to Accessibility

Provide information which would demonstrate the firm's willingness and ability to solicit input from multiple demographic groups within the community, and the expected effectiveness of submitted plans related to this topic. Specifically explain your methodology with regards to soliciting information from historically minority groups, such as the Hispanic community.

G. Timeline

Provide proposed timeline for completion of the services and submittal of the final Public Arts Master Plan.

H. Price

Provide a price for all proposed services

V. EVALUATION OF PROPOSALS

Proposals will be assessed according to the following criteria:

- A. Experience and References (15 points).**
- B. Project Approach and Technical Capability (40 points).**
- C. Commitment to Accessibility (10 points)**
- D. Timeline (5 points)**
- E. Price (30 points)**

SIGNATURE PAGE

TYPE OR PRINT:

FIRM NAME

AUTHORIZED REPRESENTATIVE & TITLE

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

() _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

() _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER

E-MAIL ADDRESS

_____ SIGNATURE	/	_____ DATE
---------------------------	---	----------------------

EXHIBIT A

INSURANCE REQUIREMENTS **PROFESSIONAL SERVICES PROJECTS/CONSULTANTS**

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

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (Ed 10 01) covering Comprehensive General Liability . "Occurrence" form only, "claim made" forms are unacceptable except for professional liability.
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
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4. Professional Liability Insurer, and / or Errors and Omissions.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for:
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 - c. Products and Completed Operations
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NOTE: The aggregate loss limit applies to each project.

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

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

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 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
 - b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
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The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
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Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
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for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

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Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Contractor and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

H. PROOF OF INSURANCE

Contractor is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City.

**PURCHASE ORDER
TERMS & CONDITIONS**

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".
7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.
8. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY PRICE:** (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. **WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
15. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
16. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
18. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
20. **MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.
21. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
22. **APPLICABLE LAW:** This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.
23. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
24. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.
26. **DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

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

27. **INDEPENDENT CONTRACTOR:** Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. **TERMINATION FOR DEFAULT:** Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. **INDEMNIFICATION:** Seller agrees to defend, indemnify and hold buyer, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Seller's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Seller, its officers, agents, employees or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Buyer, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Seller and Buyer, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to Buyer under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

31. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

32. **ADA COMPLIANCE:** All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

33. **PROTECTION OF RESIDENT WORKERS:** The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

Question and Answers for Bid #17-01-I - CREATION OF PUBLIC ART MASTER PLAN

Overall Bid Questions

There are no questions associated with this bid.

Lewisville, TX

Public Art Master Plan

RFP #17-01-I

Todd W. Bressi, Urban Design Place Planning Public Art

Meridith C. McKinley, Via Partnership

October 31, 2016



Todd W. Bressi



Urban Design ■ Place Planning ■ Public Art



PO Box 32, Narberth, PA 19072 ■ 610-667-0495 ■ placedesign@verizon.net



Table of Contents

03	Letter of Interest
05	Experience and References
	Master Plans in Texas
	Master Plans Elsewhere
	Project Management in Texas
09	Personnel
	Todd W. Bressi
	Meridith C. McKinley
	Resumes
14	Project Approach
	Phase 1: Mobilization
	Phase 2: Research
	Phase 3: Outreach
	Phase 4: Envisioning
	Phase 5: Implementation
	Phase 6: Approval
	Commitment to Accessibility
21	Outreach Processes
23	Proposed Timeline
24	Pricing and Billing



Todd W. Bressi



Via Partnership

October 29, 2016

Todd White
Purchasing Manager
City of Lewisville, Purchasing Division
151 West Church Street
Lewisville, TX 75057

Dear Mr. White,

I am pleased to submit this letter of interest to RFP 17-01-I, Public Art Plan, on behalf of myself and Meridith McKinley of Via Partnership.

Our Collaboration

Todd Bressi is a Philadelphia-based urban designer whose practice focuses entirely on public art consulting. He works with city governments, arts organizations, business organizations and developers who are pursuing public art as a community development and engagement tool. He also works as a consultant to Mural Arts Philadelphia, as acting coordinator of artistic planning. Meridith McKinley is a St. Louis-based art consultant whose firm, Via Partnership, focuses on developing comprehensive public art strategies, as well as curating and producing public art projects.

We have been collaborating for more than a decade. Together, we have completed more than 25 public art planning, program design and project implementation assignments, while maintaining our own independent public art consulting practices. We bring a range of expertise in urban planning and design; public art planning, curating and project management; and public art program development and management. We bring a deep understanding of the practice of public art in the U.S., as well as specialized knowledge of public art precedents and resources in Texas. Working together, we can provide steady client responsiveness, even when one of us is not available.

Our Philosophy

A good planning process should be a time of discovery. This master plan will provide Lewisville with an opportunity to engage in a citywide conversation about the role of public art in community life, understand the community's public art opportunities and challenges, chart new directions and make sure it has the right tools to get there. In our experience, this exploration focuses on three fundamental questions about place, projects and process. While the questions are basic, the processes of getting at them are tailored specifically for each community.

- *Place:* How should public art relate to Lewisville's overall vision for itself? To its spirit and the visual character of its cityscape, landscape and public places – its parks and community facilities, commercial districts, neighborhoods, transportation and environmental features, and places that people care about most? How can public art celebrate and offer insight into the city's history, culture and ambitions? How can public art relate to the way that people use or experience the city?
- *Projects and programs:* What are the most significant curatorial/creative opportunities, programmatic directions and projects that Lewisville's public art program could pursue? How can the program, on its own or collaborating with other arts organizations in the area, develop the ability to work in the wide ranges of modes, media and time frames that artists bring to public art today?
- *Process:* What support systems — operational, administrative, financial, oversight, partnerships, com-

Todd W. Bressi

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Meridith McKinley

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P.O. Box 23167, St. Louis MO 63156

314-735-9268

munity participation, communications, collection management, gifts, deaccession — should be in place for the program to achieve its goals? What is the right balance between the initiative and resources of the City, and of the arts organizations that comprise the broader arts and culture ecosystem?

In essence, we will be charged with weaving a narrative that the Arts Advisory Board, the community at large and City leadership can use to describe what public art can accomplish for Lewisville. This narrative, coupled with a convincing portfolio of projects and backed up with incisive operational recommendations, will result in a plan that is visionary, pragmatic and resilient, the foundation of a public art program that can serve Lewisville for the coming years.

This is Lewisville's first public art master plan, and it follows on significant commitments of City funding for public art, so we understand how important this project is for the City. We understand that it represents not only an important moment in the evolution of Lewisville's arts and culture policies, but also a once-in-a-generation commitment of resources.

Our team offers you the broad experience in public art planning, program development, program management, curating and project management that give us a clear understanding of the relationship between what is in a plan and what happens on the ground. We can bring insight from our work throughout Texas and around the country, and our experience working with city governments, arts non-profits, civic groups and developers.

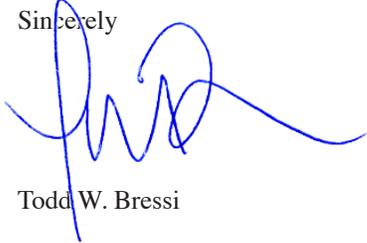
Ultimately, each plan we write is shaped by our engagement with the place – its unique landscape, civic culture and community aspirations, its artistic resources and ambitions, and the experience and track record of the public art program.

We pledge to bring our full passion, commitment and resources to Lewisville during the planning process. And we pledge that we will always be a resource to you, even after the plan is complete.

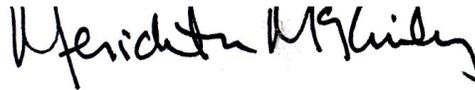
We are eager, and would be honored, to join you in shaping your city's next chapter of public art.

Please contact us with any questions about this proposal.

Sincerely



Todd W. Bressi



Meridith C. McKinley

Public Art Master Plans, Texas

Sugar Land, TX

Public Art Master Plan (2015-16)

Bressi assisted the City of Sugar Land, one of Houston's regional sub-centers, in developing a master plan and guidelines for its new public art program. The plan detailed public art project opportunities and approaches for key city destinations, civic infrastructure and temporary exhibitions. The plan also included an implementation guide with policies and procedures. The plan won support for new funding commitments and three projects were launched while the plan was in the final approval process. Meridith McKinley (Via Partnership) joined with Bressi to produce the plan. Expected approval, December 2016.

Lindsay Davis, Cultural Arts Manager
Office of Economic Development, City of Sugar Land
ldavis@sugarlandtx.gov
281-275-2969



Jeff Larramore, Rocket, Richardson TX

Richardson, TX

Project Management (2011-2012, 2016)

Public Art Master Plan (2015)

In 2011, Via Partnership and Bressi were invited by the City of Richardson to select an artist for its first public art commission. The project came with a unique challenge to somehow incorporate the spirit of rocket ship playground equipment, cherished by members of the community but decommissioned for safety reasons. Via worked with the City to develop a process that would carefully navigate the City's needs and generate consensus within the community. The process resulted in an artwork by Jeff Larimore, Rocket Gateway, for which there was broad-based community praise.

In 2014, Via and Bressi were brought back to Richardson to consult with the City on the development of a Public Art Master Plan. The plan was adopted by City Council in early 2015.

Via is currently working with the City and the developer Fobare Properties to commission an iconic artwork for the City's Telecom Corridor. The \$450,000-budget project will be an entry to the CityLine development and visible from the Central Expressway.

Shanna Sims-Bradish, Assistant City Manager
City of Richardson
972-744-4210
shanna.sims@cor.gov



FOCAL AREAS: URBAN CENTERS
El Paso Public Art Master Plan
August, 2014

El Paso's mapping of neighborhood placemaking and transportation corridor opportunities

El Paso, TX

Public Art Master Plan, 2014

The City of El Paso's public art program has quietly built a collection of distinction, especially strong in bringing local artists into public art practice. Over the next few years, the City's public art program expects to grow rapidly; major bond issues for parks, transportation and downtown facilities will generate an infusion of \$13 million in project funds.

The program commissioned a master plan that would establish a new vision for the program, set priorities, identify a range of projects for the program to take on, and revise its policies and procedures accordingly.



*Christopher Fennel, Rail Ladder Fire,
Allen TX*

The resulting plan aligned the program’s priorities with the city’s emerging urban patterns, included strategies for projects that focus on neighborhood placemaking and citywide transportation systems, and outlined strategies for local artist and community engagement. The plan’s recommendations were followed in the 2014 and 2015 work plans. Bressi joined with Meridith McKinley (Via Partnership) to produce the plan.

Patricia Dalbin CNU-A, Public Art Program Manager
Museums and Cultural Affairs Department, City of El Paso
915-212-1776
dalbinp@elpasotexas.gov

Allen, TX

Public Art Master Plan (2005-2006)

Public Art Master Plan Update (2015-2016)

Via worked with the City of Allen, Texas and the City Council-appointed Allen Arts Alliance, to establish a public art program and develop the City’s first public art master plan. Via worked with City staff and the Allen Arts Alliance to craft a road map for creating and implementing a public art program, including public art funding strategies, ordinance language, program administration and public art project opportunities. As part of this planning process, Via conducted an “Imagine Art Here” workshop that invited participants to develop and share ideas for places where art have would have a positive visual impact.

In 2015, Via was invited to do an update to the master plan. The updated plan charts a new vision for the future of the public art program and ensures that artwork continues to be acquired based on best practices in the field.

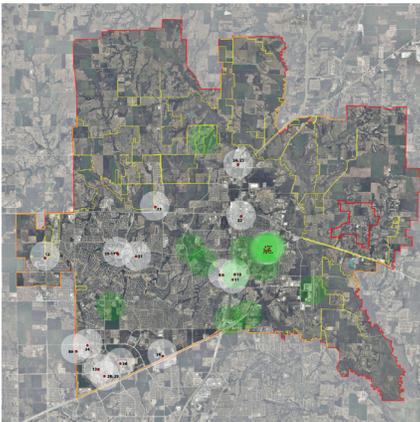
Tim Dentler, Director
Department of Parks and Recreation, City of Allen
214-509-4700
tdentler@cityofallen.org

McKinney, TX

Public Art Master Plan (2012-2013)

Via Partnership and Todd W. Bressi were retained by the City of McKinney to develop a plan for a new public art program that had been approved by City Council, but which would receive no dedicated City funding. We worked with the Arts Commission and a city staff steering group to inventory, map, analyze and prioritize opportunities for projects. The opportunities were further refined through a public workshop. The plan, approved in February 2013, identified four short-term projects and a range of longer-term opportunities to monitor.

Linda Spina, former Arts Commission Chair
linda.spina@sbcglobal.net



*Proposed public art locations,
McKinney Public Art Master Plan*

Fort Worth, TX

North Beach Street Corridor Public Art Plan (2012)

Via Partnership and Todd W. Bressi assisted Fort Worth Public Art in the preliminary planning of \$800,000 in public art commissions for a street widening project in northeast Fort Worth, an opportunity generated through the city’s 2% for art policy. The process included site surveys, consultations with the engineering team for the street project, two public open houses, and the development of a prospectus for the project.

Martha Peters, Vice President, Public Art
Arts Council of Fort Worth & Tarrant County
817-298-3025
mpeters@fwpublicart.org

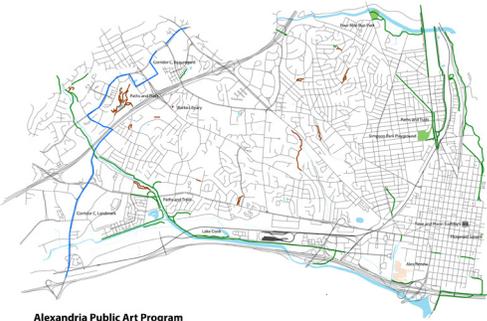
Public Art Master Plans, Elsewhere

Athens, GA

Public Art Master Plan

Bressi was retained by the Athens Cultural Affairs Commission to create a master plan to help implement a recently approved percent for art policy. The plan included detailed recommendations for incorporating public art into capital projects, as well as “playbooks” for developing new public art approaches with unrestricted funds. The plan will be adopted in January.

Marc Beechuk, Chair
Athens Cultural Affairs Commission
beechuk@gmail.com



Alexandria Public Art Program
2017-19 Public Art Work Plan, Recommended Projects

Mapping of projects approved under this year's Annual Work Plan, Alexandria, Va.



Artist-designed utility box wrap, an early action project completed in Alexandria's first public art work plan.

Alexandria, VA

Public Art Implementation Plan (2013-14)

Annual Work Plan Task Force (2014, 15, 16)

Time and Place Curatorial Plan and Project Development (2016-17)

In 2012, Alexandria's City Council passed a bold public art policy: It would provide a lump sum of capital funding each year, starting at \$50,000 and building to \$500,000 over a decade, for new art projects. The city retained Bressi and Via Partnership to develop a plan for how that money should be spent. Rather than develop a multi-year project inventory, the planning team developed a set of ongoing processes that the City could use to make public art decisions that would link immediate opportunities to long-term visions. This process has led to a diversity of projects that could not have been foreseen when the master plan was undertaken — such as enhancements to parks and small-scale infrastructure, temporary projects that offer a new take on Alexandria's storied history, residencies in the City's water treatment plant.

Diane Ruggiero, Director
City of Alexandria Office of the Arts
703-746-5590
diane.ruggiero@alexandriava.gov

Santa Rosa, CA

Public Art Master Plan (2014-15)

A decade ago, Santa Rosa had great hopes for its arts and culture sector, but after the economic downturn in 2009 city resources dwindled. The public art master plan represents the first step towards rekindling that vision. It offers a focused strategy that identifies public art “creative zones” that tie into urgent civic issues and opportunities, allow for a wide range of artistic response and community engagement, and promote collaborations with local arts organizations and curators as a way of boosting production capacity and strengthening the city's cultural sector. Bressi joined with Meridith McKinley (Via Partnership) and John Bela (Rebar Group) to produce the plan.

Tara Thompson, Arts Coordinator
City of Santa Rosa Recreation & Parks
707-543-4512
tthompson@srcity.org



Santa Rosa downtown “creative zones” for strategic public art investment



Muralist Bud Snow creates ground mural for “Downtown Connect,” the first group of projects launched after the adoption of the master plan.





*Cao Perrot Studio, Willow,
Grand Prairie TX*

Public Art Commissions, Texas

Grand Prairie, TX Central Park Public Art Plan and Commissions, (2011)

Via worked with Brinkley Sargent Architects to develop a Public Art Plan for Grand Prairie's new Central Park. Via then worked with Brinkley Sargent and the City to commission works of art for two of the park's many activity zones. Via developed a Call for Artists and scope of work, managed a juried artist selection process for each art opportunity and then facilitated the commissioning and installation of each work. Andy Cao and Xavier Perrot of Cao | Perrot studio were selected to create a stainless steel willow tree with 80,000 mother of pearl leaves. Tim Prentice was selected to create a series of five mobiles, called Icarrii, with shimmering aluminum forms that move with the flow of air in the building for the central lobby of the Summit.



*Cliff Garten, Mesquite Columns,
Mesquite TX*

Mesquite, TX City Hall Public Art (2011)

Via worked with the City of Mesquite, Texas and the Mesquite Public Art Program to commission two significant works of public art for the new Mesquite City Hall complex. Via facilitated the artist selection process and then managed the fabrication and installation of a site specific sculpture for the complex's entryway by California-based artist Cliff Garten and a work for the atrium by Tim Prentice of Connecticut. The projects had a combined budget of \$225,000.

Personnel

Todd W. Bressi and Meridith McKinley have been collaborating for nearly a decade on public art planning, program design and project implementation, while maintaining their own independent public art consulting practices. Their firms offer solid experience in public art planning, project and program management, curating and urban design, with a deep understanding of the practice of public art in the U.S. and beyond.

Todd W. Bressi

Todd W. Bressi is an urban designer and public art consultant, educator and writer. He has managed his own public art consulting practice since 2008, in addition to serving as Interim Artistic Planning Coordinator and director of muraLAB for the Philadelphia Mural Arts Program since 2011.

Bressi consults with public agencies, private developers, civic/community groups and cultural organizations throughout the U.S. and Canada. He has worked on public art for cities and specialized public art plans for trails, airports and transit systems; he has managed complex public art projects and teamed with artists on collaborative design proposals.

Bressi has been an internal consultant with the acclaimed Philadelphia Mural Arts Program for nearly a decade. He currently assists with long-range planning and the early development of projects such as the award-winning *Philly Painting* community revitalization project and Katharina Grosse's *Psychylustro*. He is currently developing collaborations with Independence National Historical Park, Philadelphia Chinatown Development Corporation, and the Friends of the Railpark to help these organizations realize their community investment missions through collaborative public art projects.

Bressi's clients have been recognized eleven times in the Public Art Network "Year in Review." His work has also won recognition from the American Planning Association, the American Society of Landscape Architects, the American Institute of Architects, the Environmental Design Research Association and the International Downtown Association.

Meridith C. McKinley / Via Partnership

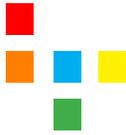
McKinley is a principal in Via Partnership, LLP, a St. Louis-based consulting group that plans, curates and produces public art throughout the U.S. and Canada, working with public agencies, developers, cultural organizations and community groups. Via was created by Emily Blumenfeld and Meridith McKinley in 1999.

Via has developed innovative public art plans for cities, large and small, across the U.S. and Canada. Via has worked with cities with existing public art programs to update policies and procedures, and with communities establishing new public art programs.

As part of its planning services Via collaborates with clients to develop a clear mission, focused vision, and aesthetic criteria for public art. Local communities are involved in the "imagining process," and Via works to identify context-relevant and implementable program and project opportunities specific to the community. Crucial to any master plan is the establishment of operating policies and procedures that are in keeping with best practices and consistent with the client's unit of government or overall operations.

Via has also curated and managed public art commissions throughout the U.S. and Canada, from project inception through dedication, working as a liaison between artist and client to maximize the potential of each project. Via not represent particular artists, instead utilizing their relationships with leading artists and dealers, and their sense of the ever-changing field of talent, to find the best artist for each particular project.

McKinley's notable projects include *A Public Art Plan for the Expressive Potential of Utility Infrastructure*, for the City of Calgary; *Mapping and Marking*, a public art initiative for 2010 Winter Olympiad in Vancouver; and *Connect/Disconnect*, a temporary exhibition now on view in Louisville. She recently completed master planning projects in Huntsville, AL, and Richardson, TX, and last year she co-organized the international Monument/Anti-Monument conference in St. Louis.

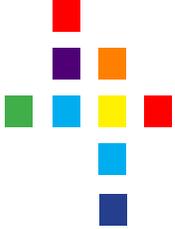


Todd W. Bressi

Urban Design

Place Planning

Public Art



RESUMÉ

Professional Experience

Todd W. Bressi • Urban Design • Place Planning • Public Art, *Principal* (2008 -)
Philadelphia Mural Arts Program, *Interim Artistic Planning Coordinator; Director, muraLAB (contract position)* (2011-)
Brown and Keener Bressi, *Principal*, 2004-2007
Project for Public Spaces, *Senior Associate*, 2002-2003
City of Scottsdale, Arizona, *Designer in Residence*, 1998
Places, A Forum of Environmental Design, Executive Editor, 1989-2002

Education

University of California, Berkeley, Master of City Planning, 1989
Columbia University, New York, NY, B.A. Urban Studies, 1983

Selected Projects

Public Art Planning

Nashville, TN, Public Art Community Investment Plan, anticipated completion, Winter 2017
Athens, GA, Public Art Master Plan, anticipated completion: January, 2017
Sugar Land, TX, Public Art Master Plan, anticipated completion, December, 2016
Renew Atlanta Public Art Master Plan, 2016
Suwanee, Ga., Public Art Master Plan, 2015
Montgomery County, Md., Public Art Roadmap, 2015
Richardson, Tx., Public Art Master Plan, 2015
Santa Rosa, Calif., Public Art Master Plan, 2015
El Paso Public Art Master Plan, 2014
Alexandria, Va., Public Art Master Plan, 2014
Huntsville, Al., Public Art Master Plan, 2014
Prairie Line Trail Public Art Master Plan, Tacoma, Wash., 2011-2013
Denver International Airport Public Art Master Plan, 2010-2012
McKinney, Texas, Public Art Master Plan, 2012
Maryland MTA Purple Line Public Art Master Plan, 2012-2014
Marion, Iowa, Public Art Master Plan, 2011
Southlake, Texas, Public Art Master Plan, 2011
Reston Association Public Art Workplan, Fairfax, Va., 2011
Manayunk Canal /Trail Public Art Workplan, Philadelphia, 2011
Coral Gables Public Art Master Plan, 2010
D. Phillips Performing Arts Center Public Art Master Plan, Orlando, 2010
Legacy Trail Public Art Master Plan, Lexington, Ky., 2010



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Unified Port of San Diego Public Art Master Plan, 2010
DC Creates!, Washington, D.C., Public Art Master Plan, 2009
 Metropolitan Park Public Art Concept Plan, Arlington, Va., 2009
 Reston Public Art Master Plan, Fairfax, Va., 2008
 New Pittsburgh Arena Public Art Master Plan, 2008
 Calgary Transportation Public Art Master Plan, 2008
 Vancouver Public Art Program Review, 2008*
 Downtown San José Public Art Focus Plan, 2008*
 Pinellas County Public Art Master Plan, 2007*
 Clearwater Public Art Master Plan, 2007*
Public Art Next! City of San José public art master plan, 2007*
Public Art • Public Places, Arlington County, VA, Public Art Master plan, 2004
 Metropolitan Branch Trail Civic Design and Public Art Sketchbook, 2004*
Public Art Curating, Project Management, Policy Development
 Arlington, Va., “Envision Courthouse Square,” concept development, ongoing
 Metropolitan Park Public Art Commission, curation and management, Arlington, Va., 2015
 Camden, NJ, “Connect the Lots” curation and management, 2014
 Ballston BID “Public Displays of Innovation” curation and management, 2014
 Ft. McMurray Airport public art commissions, curation and management, 2014
 Pearl Street Placemaking, curation and management, Mural Arts Program, Philadelphia, 2013
 “Arlington Streetcar Visual Language Project,” concept development 2013
 Arlington, Va., Public Art Creative Placemaking white paper, 2012
 Richardson, Tx., Heights Park, curation, 2012
 Manayunk Main Street, curation and management, Mural Arts Program, Philadelphia, 2011
 “White Paper: A Curatorial Residency Program for the Mural Arts Program, 2010”
Light Drift, curation and planning, Philadelphia, 2010
Curtain Call!, curation and planning, Pittsburgh, 2009
Public Art Collaborations
 Abbott Square design competition, Santa Cruz, with Rebar, finalist, 2014
Evacuspots, with Rebar and Civic Center, finalist, 2012
Ghost Prairie, Prairie Line Trail Demonstration Art Project, with Thoughtbarn, completed, 2011
Peeks, Denver 14th Street Streetscape, with Thoughtbarn, finalist, 2010
 Calgary Visual Language Project, with Jody Pinto, finalist, 2007*
City Design, Cultural Planning and Placemaking
 Downtown Haddonfield Form Based Code, 2008*
 Narberth Open Space Master Plan, 2005*
 Center City Philadelphia / West Market Master Plan, 2005*
 Logan Square Concept Plan, Design Management and “Year Zero” Implementation, 2004-05*
 PEC Arts Plan and Artist Housing Concept Study, 2004*
 Center City Philadelphia Transit Wayfinding Study, 2004*
LancasterARTS plan, 2004, 2008
 Public Art, Public Spaces, Belgrade, 2003
WALKArlington, Rosslyn–Ballston corridor pedestrian improvements study, 2001
 Scottsdale City Image Study, 1998

* Projects undertaken while a partner at Brown and Keener Bressi

Books and Articles

The Seaside Debates: A Critique of the New Urbanism, Rizzolli

Understanding Ordinary Landscapes, Yale

Planning and Zoning New York City, Rutgers

Todd has written extensively on city design, with articles in publications such as Public Art Review, PlanPhilly, Places, Metropolis, Planning and chapters in books such as The New Urbanism, Towards an Architecture of Community.

Teaching / Professional Development

Public Art Planning Knowledge Exchange, 2008

“So You Think You Want a Public Art Master Plan?” Americans for the Arts, 2008

University of Pennsylvania, Historic Preservation Studio, 2005, 2007

University of Pennsylvania, Urban Design Studio, 2004

University of Pennsylvania, Public Art and Cultural Planning, 2000-2003

Pratt Institute, Urban Design Thesis, 1995-1998

Pratt Institute, Urban Design Field Research, 1997

Hunter College, Introduction to Urban Design, 1993-1995

Memberships and Affiliations

Americans for the Arts, Public Art Network

Narberth, Pa., Planning Commission

Lower Merion Conservancy (chairman of the board)

Places, a Forum of Environmental Design (board)

Awards, Recognition, Grants

Todd's projects have won awards from six professional associations — American Institute of Architects, American Planning Association, American Society of Landscape Architects, Environmental Design Research Association, Public Art Network, and the International Downtown Association. He was won awards from five APA state chapters.

International Downtown Association / *Public Displays of Innovation*

Public Art Network Year in Review / *Psychylustro**

Public Art Network Year in Review / *Philly Painting**

Public Art Network Year in Review / *5x5***

Public Art Network Year in Review / *Escaped Infrastructure**

Public Art Network Year in Review / *How Philly Moves**

AIA New York City Chapter *Communications*

APA Arizona Chapter *Communications (Urban Design and Redevelopment Studio)*

APA Connecticut Chapter *Communications (Stamford General Plan, with Regional Plan Association)*

APA New Jersey Chapter *Smart Growth (Haddonfield Form-Based Code, with Brown and Keener Bressi)*

APA New York Metro Chapter *Communications*

APA Northern California Section *Communications (Bay Area Council)*

Environmental Design Research Association *Professional Service*

APA Urban Design and Preservation Division *Division Accomplishment*

ASLA Merit Award *Communications / Places*

**Developed by Mural Arts Program under my guidance as artistic coordinator or project development consultant*

*** Developed by DCCAHA as an outcome of our master plan*



MERIDITH MCKINLEY

EXPERIENCE

Via Partnership, LLP, St. Louis, Missouri [1999-present]

Partner. Founder of Via Partnership, LLP, a leading consulting group in the United States that facilitates public art projects. Working with public agencies, developers, cultural organizations and community groups, Via plans, curates and produces public art throughout the United States and Canada.

Featured projects:

Clayton, Missouri [2001 - 2007, 2011 - present] Crafted an invitational process to select an artist for a large-scale commission to commemorate Clayton's centennial in 2013. Facilitated selection panel and organized artist site visits and concept presentations. Ongoing coordination with artist, landscape architect, City of Clayton and Clayton Century Foundation stakeholders and private funders. Previous work included facilitating the selection of an internationally recognized artist for a site-specific installation at the Center of Clayton.

Arlington County, Virginia [2007 - present] Facilitated selection of artists for three Arlington County public art projects through an invitational process. Drafted artist contracts and organized artist site visits and concept reviews. Guided an initiative with Dominion Virginia Power, in collaboration with Arlington County, to commission artist-designed enclosure for a power substation in pedestrian-oriented Clarendon. Currently working with two private developers to commission artworks through the County's private development policy.

Lambert International Airport, St. Louis, Missouri [2006 - present] Defined scope of art-glass screen public art project and facilitated the AAAC's selection of nine St. Louis-based artists to create two-dimensional works of art that were translated into permanent, architectural art-glass. Facilitated selection of an artist for 26' diameter terrazzo medallion.

Grand Center, Inc., St. Louis, Missouri [2011 - 2012] Developed a plan for temporary public art in Grand Center, St. Louis' arts and entertainment district. Led an invitational artist selection process for a pilot temporary public art project installed in the spring of 2012.

Vancouver, British Columbia [2006 - 2010] Worked with the City of Vancouver to commission eight artist-initiated, permanent and temporary public artworks, unveiled during the 2010 Olympic Games.

Arts in Transit, St. Louis, Missouri [1997 - 1999]

Project Manager. Provided ongoing support for public art and transit-oriented development efforts at the Wellston, Delmar, and Forest Park MetroLink stations; including grant writing, coordinating artist involvement in community planning efforts, and developing outreach materials and reports.

Independent Consultant, St. Louis, Missouri [1995 - 1999]

Managed projects focusing on community development, youth policy and leadership initiatives. Clients included: The Metropolis Forum, FOCUS St. Louis, and the Wyman Center.

PRESENTATIONS

The Value of Public Art in City Building, What is a City? Conference, University of Missouri – St. Louis, St. Louis, Missouri, October 26, 2012

The Power of Public Art: Artists and the Environment, presentation with Todd W. Bressi for the Chez Nous Salon, Reston, Virginia, June 23, 2010

Public Art Master Planning: Developing a Plan for Your Community, organized and presented with Todd W. Bressi, Americans for the Arts Knowledge Exchange, Arlington and Reston, Virginia, December 4-6, 2008

So You Think You Need a Public Art Master Plan, Americans for the Arts Annual Convention, organized and presented with Todd W. Bressi, Philadelphia, Pennsylvania, June 17, 2008

Public Art on Trails, presentation with Emily Blumenfeld for the Missouri Trails Summit, Powder Valley Conservation Area, St. Louis, Missouri, October 26, 2007

Public Art and the Environment, Lunch and Learn presentation with Emily Blumenfeld at the Contemporary Art Museum, St. Louis, Missouri, October 17, 2007

PUBLICATIONS

Who Are We? Where Do We Sit? Reflections on Public Art on the New American Frontier, by Todd W. Bressi and Meridith McKinley, *Public Art Review*, fall/winter 2008

Project Approach

Our approach to creating a public art plan for Lewisville involves several phases of work, which are initiated in sequence but overlap in their completion. We would tailor the actual strategies, tasks, methodologies, deliverables and schedule in the “Mobilization” phase of the project.

Phase 1: Mobilization

The Mobilization phase involves several key components:

- *Learning* who the key players are and what role they might play in the planning process. This would include City of Lewisville staff, the Arts Advisory Board, non-profits, business and civic leadership, and others.
- *Establishing* the roles and responsibilities that city staff, the Arts Advisory Board, and internal (city government) and external steering committees might play during the planning process.
- *Charting out* a clear plan for community engagement, starting with agreeing upon goals for community engagement, then outlining strategies, and then delimiting responsibility between the consulting team, City of Lewisville staff, and others.
- *Reviewing* the process for adopting the public art master plan, and any associated policies or guidelines that might be required.

Tasks

As soon as we are authorized to begin work, we will convene with the project leadership to discuss key project management issues such as:

- Internal project management approaches
- Workplan, deliverables and schedule
- Roles and responsibilities of consultant, commission, staff, others
- Research goals and strategies, especially for benchmarking
- Data and information-gathering needs
- Community engagement goals and strategies; review of internal and external stakeholders
- Structure and role of steering committee
- Requirements and process for plan adoption

Outcomes and Outputs

- Community engagement strategy
- Description of advisory committee
- Revised workplan and schedule

Phase 2: Research

The Research phase will focus on several types of analysis that are most relevant to creating a public art program for Lewisville. This phase is meant to provide a base of knowledge that will help us identify opportunities and constraints for a public art program.

Tasks

At the outset of the project, in Phase 1, we will develop a research plan. This plan will include goals, strategies and lists of stakeholders who should be involved. We will determine which activities will have the most benefit to Lewisville, and the best way to incorporate them into the planning process.

- Review the history of Lewisville’s public art activities, including relevant budgets, resolutions, policies, procedures and code provisions
- Review existing city plans, research and plans-in-process — *Lewisville 2025 Vision Plan*, citywide plan elements, (parks, open space, economic development, etc.), specific area plans, redevelopment proposals — with attention to opportunities for public art
- Review background on Lewisville’s history, heritage and cultural diversity.
- Review the City’s capital improvement program.
- Review private development, economic development and tourism development strategies.
- Review public funding options, such as capital funds, HOT and TIRZ; review private development funding options, such as 380 agreements.
- Visit artworks in the existing collection.
- Visit cultural facilities, organizations and events to understand Lewisville’s arts and culture ecosystem and its overall cultural diversity.
- Conduct interviews or “expert consultations” with leaders in relevant city agencies, arts organizations and organizations related to Lewisville’s history, heritage and cultural activities, identified in the Mobilization phase.
- Evaluate public art programs in comparable cities and identify elements from those programs that would be suitable for Lewisville. Benchmark cities and elements will be determined in consultation with client.

Outcomes and Outputs

- Summary of findings (analysis of city policies, plans and public financing)
- Summary of benchmarking findings (evaluation of programs in comparable cities)
- Summary of the potential community impact that can be realized through the placement of public art (with consideration of culture and heritage, economic development and relationship to overall City vision).

Phase 3: Outreach

The Outreach phase involves several components:

- Activities that *build community awareness* of and learning about the field of public art,
- Activities that *measure public interest and support for potential manifestations of public art* in Lewisville,
- Activities that *allow people an opportunity to contribute their ideas and perspectives* about the city and about public art, and
- Activities that *build ongoing engagement* with public art and the program.

This phase is meant to capture the public’s imagination and insight, help people imagine new possibilities, ground the planning in community voice, and determine public priorities.

Tasks

At the outset of the project, in Phase 1, we will develop a plan for community outreach, which will occur throughout the planning process. This plan will include goals, strategies and lists of stakeholders who should be involved (such as representatives of the organizations listed in the RFP). We will determine which activities will have the most benefit to Lewisville, and the best way to incorporate them into the planning process.

We can help organize the following types of community outreach activities, as agreed upon in the plan described above. These tools are described in further detail in the next section of this proposal.

- Online Surveys
- Roundtable Discussions
- Regional Tours
- Imagine Art Here! workshop
- Open House
- Web and blog presence
- Public art “roadshow”

Outcomes and Outputs

- Synopsis of outreach activities and feedback received
- Report on online survey
- Report on “Imagine Art Here!” workshop

Phase 4: Envisioning (Vision, Mission, Opportunities)

The Envisioning phase involves the development of a vision for public art in Lewisville, a mission for the public art program, opportunities for projects, and immediate and five-year goals and priorities. Together, these answer the following questions:

- Vision: *What impact will public art have on the community in the future?*
- Mission: *What activities will the public art program undertake to achieve that vision?*
- Goals: *What short- and long-term accomplishments should the program strive for?*
- Opportunities: *What are the best opportunities for projects? What criteria should be used to identify future projects?*
- Priorities: *What are the immediate and five-year priorities for public art?*

The planning process will look at a range of possibilities — incorporating public art in City capital projects; incorporating public art in private development; opportunities to forge partnerships between the City and other cultural organizations; artist-initiated projects or residencies; community-initiated projects; and granting programs — and others that might be identified in the research process.

This phase is meant to be a time for finding consensus on the big picture, discovering options, and prioritizing and establishing strategy.

Tasks

- Facilitate discussion with stakeholders to develop vision, mission, goals.
- Examine, evaluate, present options for programmatic activities and directions.
- Prepare inventory and map of facilities and sites potentially available for projects, including parks, buildings, public infrastructure, and redevelopment projects throughout the City.
- Recommend criteria for project selection and prioritize short and long-term opportunities.
- Provide preliminary approaches and implementation strategies for priority projects

Outcomes and Outputs

This phase will result in a “creative plan” for Lewisville’s public art program. This “creative plan” will include:

- Statement of vision, mission and goals
- Prioritized list of potential locations for placement of public art in Lewisville
- Preliminary recommendations in regard to project goals and approach for prioritized projects
- Guidelines and criteria for identifying and evaluating future project opportunities

Phase 5: Technical Recommendations

The Technical Recommendations phase involves ensuring that Lewisville’s public art program has a framework to operate successfully.

This phase is meant to outline how projects will be developed, how the program will sustain itself, and how the program will operate in a manner that reflects the vision outlined above and the highest professional standards.

Tasks

Based on the findings of the previous phases (Research, Outreach, Envisioning), our assessment of the capacity of the city and other stakeholders, and our understanding of best practices in public art administration, we will develop recommendations how the public art program should operate, including the following:

- policies, procedures and guidelines for each program activity;
- project identification and artist selection processes;
- professional support and funding needs for each program component;
- approaches to funding from the City and other sources, civic and private;
- partnerships and strategic relationships;
- approaches to managing inclusiveness as outlined by the Americans with Disabilities Act
- ongoing community engagement, communications and education goals and strategies;
- processes for creating and maintaining an inventory of public art acquired by the City;
- conservation and maintenance policies for artworks acquired by the City;
- donation, loan and de-accessioning policies;
- roles and responsibilities for the City, the Arts Advisory Board and other organizations;
- evaluation methodologies for monitoring and measuring the effectiveness of adopted programs, projects and the plan.

Outcomes and Outputs

Policies and procedures guide, covering:

- project development and artist selection processes;
- funding and staffing; communications and engagement;
- collection management (inventory, maintenance);
- donations and de-accessioning;
- evaluation.

Phase 6: Plan Development and Adoption

The Plan Development and Adoption phase involves the drafting and approval of the Master Plan.

This occurs in a series of steps, with a preliminary plan to be reviewed by city staff and the steering committee, a public plan to be reviewed by the public and relevant boards and commissions, and a final plan to be approved by City Council.

The drafts of the plan will include the following components:

- Executive Summary
- Vision, Mission, Goals (potential community impact)
- Recommended Projects (site inventory)
- Recommended Policies and Procedures (outlined in Phase Five, includes inventory management)
- Maps and charts as necessary
- Appendices with reports of research and community outreach

Generally, formal policies and ordinances are submitted subsequently to the approval of the plan. We would be pleased to prepare those as an additional scope of services.

Tasks

- Create a preliminary draft of the plan, for review by City staff, any internal core team or Advisory Committee that is formed, and the Arts Advisory Board.
- Based on comments, prepare a public draft of plan, for review by appropriate boards and commissions.
- Present the results and recommended programs in a public forum and facilitate discussion and review of those recommendations with all stakeholders
- Based on comments, prepare final designed draft of the plan, for City Council review and approval.

Outcomes and Outputs

- Internal Draft Plan
- Public Draft Plan
- Final Plan for Approval (designed draft)

Commitment to Accessibility

We are strongly committed to soliciting input from all corners of the communities in which we work, regardless of ethnic or racial background, age, income or any other demographic.

We work proactively at these efforts, with a three-tiered strategy.

1. Work under direction of client and public agencies, through resources they have to connect broadly with the community. Libraries and community/recreation centers are particularly good public resources.
2. Work with organizations in the city (civic, community, social service) that can be intermediaries to help us reach people who would not ordinarily connect with a public art master plan process.
3. Directly visit communities that might not ordinarily connect with a public art process, through visits to schools, festivals, parks, community centers, etc.

We have worked in several communities where Spanish-language outreach has been important. In those cities, we have hired local bilingual artists, students and community organizations to assist with developing Spanish-language materials and for translation services.

In our experience, this type of research enriches the information we receive about a community's public art interests and priorities. It also sheds a broader light on a community's cultural assets.

Outreach Processes

Most public art programs recognize that their success depends on a healthy, ongoing public dialogue about art in public places, a dialogue that touches as many corners of the city as possible, and which builds on as many of the city’s art and culture resources as possible.

A Public Art Master Plan can be the time to gather the many strands of conversation about art in public places together and move them forward in a way that builds continued support for public art in general, and builds a framework for robust community engagement in specific projects that move forward after the plan is complete.

Roundtable Discussions

In every project, we devote substantial time to talking with community and civic leaders, public officials, agency heads, project managers and, of course, artists and arts professionals. These could be one-on-one interviews that allow for in-depth conversations, or small roundtables that foster focused exploration about specific topics, as well as open-ended discourse. Often, people who attend roundtables are then encouraged to take part in workshops or other public meetings.

In Lewistown, roundtables could involve arts leaders and professionals; city staff involved with parks, libraries, cultural facilities, planning and capital project development; business and civic leadership; and people who can lend insight into the City’s historic and cultural resources.

Online Surveys

We are always interested in taking the pulse of the community’s aspirations and its goals for public art. An online survey can be a useful complement to other stakeholder outreach techniques. It can help us reach a much broader segment of the community, provide feedback that can be easily analyzed, and build a database of people who we can keep in touch with as the project moves along. In Lewistown, it would be possible for us to design a survey very early in the planning process and promote it through the overall campaign for public art. We have experience developing surveys in English and Spanish.

Over the years we have developed methodologies for analyzing structured and unstructured responds. We rely on commercially available survey programs to analyze quantitative data, and use our own approaches to keyword analysis to analyze open-ended questions.

Imagine Art Here!

“Imagine Art Here!” is an informative and interactive workshop format developed by Via Partnership that engages a variety of stakeholders in a conversation about the vision and objectives for public art throughout a community, and in generating ideas and goals for specific projects. This workshop format would help us connect with various constituencies in an impactful way, and gives people a greater stake in the outcome. A range of stakeholders — artists and designers, city staff, business and civic leaders, and community members at large — could be involved. By bringing these groups together into one workshop, we can stimulate cross-fertilization and “big picture” thinking, and strengthen support for the program.

External costs for Imagine Art Here!, such as space rentals, refreshments and printing costs for materials, are not included in our fee proposal.

Regional Tours

Lewistown is eager to learn from its peers. Some of the nation’s leading public art programs are not far away — Houston and Dallas — and several of Lewistown’s benchmark cities will likely be in the Dallas–Fort Worth Metroplex. For many of our clients, we organize public art tours that allow us to visit public art sites and meet with artists and arts administrators for first-hand information about public art programs and

projects, and their impact on the cities that host them. Tours can involve key stakeholders and include members of the public, on a space-available basis. External costs for a Regional Tour, such as transportation costs and refreshments, are not included in our fee proposal.

Open Houses

Towards the end of the planning process we propose an open house in which the work of the master plan is presented in easily accessible locations for the public to view. The open house could be in a place recognized as a citywide resource, such as a high school, or there could be several smaller open houses in community resources such as community/recreation centers.

The format of an open house is informal, allowing for people to come as their schedule permits, and to spend as much time as they are able. The open house is structured to convey information about public art in Lewistown and the public art master planning process, as well as to gather feedback on the vision, goals, priorities and opportunities that are emerging. The open house would involve tools such as mounted displays to outline research and recommendations, workstations, a slideshow loop of the existing collection, and tables where team members are able to discuss questions.

Public Art Roadshow

One of the best ways to get out the word about public art is to meet people where they are already gathering, such as arts fairs, markets, street fairs, civic meetings, and so on. Because we cannot be in Athens all of the time, this will be work that volunteers will be well-suited to do. We can provide materials for a public art roadshow ... boards, handouts, surveys, talking points and slideshows that volunteers can take out into the community. This material can be updated through the process, to reflect the progress made on the master plan.

Expenses for “roadshow” supplies, such as printing costs for materials, signs, booth rentals, etc., are not included in our fee proposal.

Proposed Timeline

Contracting	December 2016
Mobilization	December 2016 – January 2017
Research	January – February 2017
Outreach	February – May 2017
Envisioning	March – May 2017
Implementation	April – May 2017
Internal Draft Plan	June 2017
Public Draft Plan	July 2017
Final Plan	September 2017
Approval	To be scheduled

Pricing and Billing

Project Fee

We propose to complete this project, including the tasks and deliverables described in this proposal, for a lump-sum fee of \$62,000, billed against progress and deliverables.

This lump-sum fee will include all travel and ground expenses, and all office overhead and expenses.

Phase 1: Mobilization:	\$ 5,000
Phase 2: Research:	\$10,000
Phase 3: Public Engagement:	\$10,000
Phase 4: Envisioning:	\$10,000
Phase 5: Technical Recommendations	\$10,000
Phase 6: Internal Plan	\$ 5,000
Phase 6: Final Plan	\$ 7,000
Phase 6: Approval	\$ 5,000

2. Costs for public outreach activities, as described below, are not included in the fee proposal:

External costs for any public events that are organized as part of the planning process, such as but not limited to a “Creativity Summit,” a “Public Art Tour” and an “Imagine Art Here!” workshop, such as speaker fees, publicity materials, meeting materials, refreshments and transportation expenses, are not included in our fee proposal.

3. Additional services must be approved by the client in advance. They will be billed at hourly rates below or a pre-determined fixed fee. If travel is required specifically for additional services, we will bill actual travel expenses, at a 5% markup to compensate for processing time.

Hourly Rates for Additional Services

Hourly rates are for additional services not included in the scope of the fixed-price contract.

Todd Bressi, \$135
Meridith McKinley, Via Partnership, \$135
Staff, Via Partnership, \$60
Staff, Todd W. Bressi, \$60
Graphic Design, \$40