



City of Lewisville, TX
Planning and Zoning Commission
Agenda

151 W Church Street
Lewisville, Texas 75057

Tuesday, November 4, 2025

6:30 PM

Council Chambers

Regular Session - 6:30 P.M.

A. Call to Order and Announce that a Quorum is Present.

B. Approval of Minutes

1. [Consider the Minutes of the October 21, 2025 Regular Minutes.](#)

C. Public Hearing

2. [Public Hearing: Consider a Recommendation Amending the Unified Development Code Sections Pertaining to Parkland Dedication and Tree Mitigation, the City Code of Ordinances Pertaining to Commercial Landscaping and Tree Mitigation Fees.](#)

D. Announcements

E. Adjournment

The Planning and Zoning Commission 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).

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

The City will provide appropriate auxiliary aids and services, including sign language interpreters and assisted listening devices, whenever necessary to ensure effective communication with members of the public who have hearing, sight or speech impairments, unless doing so would result in a fundamental alteration of its programs or an undue financial burden. A person who requires an accommodation or auxiliary aid or service to participate in a City program, service or activity, should contact the sponsoring Department, or the Human Resource Department at 972-219-3450 or by Fax at 972-219-5005 as far in advance as possible but no later than 48 hours before the scheduled event.

I do hereby certify that the above notice of meeting of the City of Lewisville Planning and Zoning Commission was posted at City Hall, City of Lewisville, Texas in compliance with Chapter 551, Texas Government Code on _____, 2025 at _____ AM.

Planning Department

MINUTES
PLANNING AND ZONING COMMISSION
OCTOBER 21, 2025

Item A: Call to Order and Announce that a Quorum is Present

With a quorum present, the Lewisville Planning and Zoning Commission meeting was called to order by Vice Chair Erum Ali at 6:30 p.m. on Tuesday, October 21, 2025, in the Council Chambers, of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas.

Members present: Vice Chair Erum Ali, Jack Tidwell (arrived at 6:42 p.m.), Ainsley Stelling, Francisca Al-waely, Joshua Peterson, Rick Lewellen

Members absent: Chair Karen Locke

Staff members present: Michele Berry, Senior Planner Part-time; Lauren Cook, Planner I; Lily Sutton, Planner I; Patty Dominguez, Senior Planning Technician; Jose Marines, Senior Administrative Analyst; Stacie Anaya, Director Parks and Recreation.

Item B: Approval of Minutes

1. Consider the minutes of the October 7, 2025, Regular Meeting.

A motion was made by Francisca Al-waely to approve the minutes as presented, seconded by Ainsley Stelling. The motion passed unanimously (5-0).

Item C: Public Hearings

2. Public Hearing: Consideration of a Special Use Permit for Automotive Repair (Minor) and Car Wash; on Approximately 1.22 Acres, Legally Described as Lot 3, Block A, Corners at Valley Parkway Addition, Located at West 1111 Round Grove Road (F.M. 3040), Zoned Local Commercial (LC); as Requested by Tarek Bazzi, Kwik Kar, on Behalf of Royss LLC, the Property Owner. (Case No. 25-07-11-SUP)

Lily Sutton, Planner I, gave a brief overview and staff's recommendation. The applicant was available for questions. Vice Chair Ali opened the public hearing. With no one indicating a desire to speak, the public hearing was then closed. *A motion was made by Francisca Al-waely to recommend approval of the special use permit as presented, seconded by Rick Lewellen. The motion passed unanimously (5-0).* Michele Berry, Senior Planner, stated that this item would be considered by the City Council on Monday, November 17, 2025, at 7:00 p.m. for a second public hearing and final decision.

3. Public Hearing: Consideration of a Special Use Permit for a Contractor's Yard; on Approximately 4.967 Acres Out of The J.W. Haven Survey, Abstract Number 541; Located on the North Side of East Main Street Approximately 200 Feet West of Valley Ridge Boulevard, Zoned Heavy Industrial (HI) District; as Requested by Sean Faulkner, Foresite Group LLC on Behalf of Koble Investment Property I LLC, the Property Owner. (Case No. 25-03-4-SUP)

Lauren Cook, Planner I, gave a brief overview and staff's recommendation. The applicant was available for questions. There was a question about the type of contractors' yard. Staff clarified it was a utility contractor. Vice Chair Ali opened the public hearing. With no one indicating a desire to speak, the public hearing was then closed. A motion was made by Rick Lewellen to recommend approval of the special use permit as presented, seconded by Francisca Al-waely. The motion passed unanimously (5-0). Michele Berry, Senior Planner, stated that this item would be considered by the City Council on Monday, November 17, 2025, at 7:00 p.m. for a second public hearing and final decision.

4. Public Hearing: Consideration of a Zone Change From General Business District (GB) to Medical District (MD); on Approximately 4.714 Acres, Legally Described as Lakepointe Phase Three Lots 3B and 3C, Block D; Located at 751 Hebron Parkway; as Requested by Neil Felder, the Property Owner. (Case No. 25-09-10-Z)

Lily Sutton, Planner I, gave a brief overview and staff's recommendation. The applicant was available for questions. Staff addressed questions regarding business uses in General Business vs Medical District. Vice Chair Ali opened the public hearing. With no one indicating a desire to speak, the public hearing was then closed. A motion was made by Ainsley Stelling to recommend approval of the zone change as presented, seconded by Joshua Peterson. The motion passed unanimously (5-0). Michele Berry, Senior Planner, stated that this item would be considered by the City Council on Monday, November 17, 2025, at 7:00 p.m. for a second public hearing and final decision.

Commissioner Jack Tidwell arrived at 6:42 p.m.

Item D: Presentations

5. Lewisville 2035 Big Issues Update.

Michele Berry, Senior Planner, presented an update on the progress of the Lewisville 2035 Vision Plan, which is transitioning from the "Big Issues" phase to the "Big Ideas" phase. Staff addressed questions regarding touch points comparison 2035 vs 2025 Plan and youth engagement. The second Community Vision Workshop is scheduled for Thursday, December 4th at Independence Elementary School.

6. Proposed Updates to Unified Development Code Pertaining to Parkland Dedication and Tree Mitigation.

Stacie Anaya, Director of Parks and Recreation, and Jose Marines, Senior Administrative Analyst, presented the proposed updates to the Unified Development Code pertaining to Parkland Dedication and Tree Mitigation. The commissioners had several focused questions and suggestions for staff regarding the proposed changes.

Item E: Announcements

Michele Berry, Senior Planner, stated that most of the Planning staff will be attending a conference in College Station, Texas this week, which may result in slower response times.

Item F: Adjournment

A motion was made by Joshua Peterson to adjourn the Planning and Zoning Commission meeting. The motion was seconded by Ainsley Stelling. The motion passed unanimously (6-0). There being no other business to discuss, the Planning and Zoning Commission meeting was adjourned at 7:30 p.m.

These minutes will be approved by the Planning and Zoning Commission at the next scheduled meeting.

Respectfully Submitted,

Approved,

Richard E. Luedke, AICP
Planning Director

Karen Locke, Chair
Planning and Zoning Commission

MEMORANDUM

TO: Planning and Zoning Commission

FROM: Stacie Anaya, Director

DATE: October 27, 2025

SUBJECT: Support Amending the Unified Development Code Sections Pertaining to Parkland Dedication and Tree Mitigation, the City Code of Ordinances Pertaining to Commercial Landscaping and Tree Mitigation Fees.

BACKGROUND

During the February 2025 City Council Retreat, the Parks and Recreation Department briefed the City Council on potential updates to the Unified Development Code (UDC) related to Parkland Dedication. With limited undeveloped land remaining, rising park development costs, and increased infill pressures, the current UDC provisions do not provide enough safeguards nor partnership options for the City's goal of ensuring every resident has a park within a 10-minute walk. Recent developer agreements, while helpful, have proven inconsistent and difficult to negotiate, underscoring the need for clearer standards on park identification and required amenities in residential developments.

In May 2025, PARD worked with Dr. Lauren Fischer and her students from the University of North Texas to provide a summary of the Lewisville Tree Equity Policy Report to the City Council. The report includes a policy analysis and preliminary recommendations developed as part of the Tree Equity and Human Healthy Grant funded through Texas Forest Service. The purpose of the study was determining how specific enhancements to Lewisville landscaping, tree preservation and land use policies, as well as educational programs could preserve and strengthen the City's tree canopy. Areas identified for improvement included revising outdated ordinance that allow for the reintroduction of invasive species in commercial properties, updating the size of a tree to be surveyed for tree mitigation plans, reconsidering a tree credit system for the preservation of protected trees that is actually causing a greater loss of canopy, and increasing the cost of mitigating the removal of a protected tree to reflect current replacement costs.

Since the City Council Retreat and Workshop, PARD has been working with the Planning and Legal Departments to draft updates to the UDC and Code of Ordinances that reflect the recommendations in the study and guidance provided by the City Council. PARD presented the proposed changes to the UDC and Code of Ordinance to the Parks Advisory Board on October 8 and the Planning and Zoning Commission on October 21. Feedback received from both bodies has been integrated into the proposed updates.

Recommendations for existing fees pertaining to parkland dedication and tree mitigation have already been addressed in the FY26 budget process. The City Council approved fee adjustments of the parkland development fee from \$1,100 to \$1,682, and the tree mitigation fee from \$150 to

\$200. Both increases were driven by increases in the cost of building parks and planting trees. These fees became effective on October 1.

ANALYSIS

The proposed change to Chapter VIII.3.3 Landscaping Standards of Subpart 3 of the UDC includes a provision for commercial property owners to replace dead or damaged landscaping with materials listed on the City's current shrub, understory and shade-tree list. This is aimed at preventing the reintroduction of invasive materials that may have been approved in original landscape plans years ago. The changes also remove the Sawtooth Oak from the Approved Shade Tree Recommendation List as it is a nonnative invasive species that is no longer recommended for planting in the US by the National Park Service and U.S. Fish and Wildlife Service.

The proposed changes impacting Tree Preservation and Mitigation involve two areas of the UDC and another in the Code of Ordinances. Proposed changes to Section II.2.1 – Definitions include

- the addition of Heritage Trees defined as “a Post Oak or Blackjack Oak tree 12 inches or greater, and any tree 26 inches or greater, except for species deemed invasive”
- removal of Bois D’Arc and Cottonwood trees from the list of trees exempted from Protected Tree status.

Proposed changes to Chapter VIII.4 Tree Preservation of Subpart 3 include:

- Reducing the minimum survey size for inclusion in tree preservation plans from eight inches (8”) to six inches (6”) DBH (Diameter at Breast Height).
- Removing the option for developers to earn two inches of tree credit for protected post oaks and blackjack oaks.
- Adding heritage trees requirements for City approval for removal, inclusion in credit calculations, and protective measures during construction.

PARD also proposed the creation of an elevated tree mitigation fee of \$300 per inch for all Heritage Trees to be reflected in Chapter 2, Article VIII, Section 2.201 – Fee Schedule of the Code of Ordinances.

The proposed changes to Chapter X.1 Parkland Dedication and Improvement and Park Fee Requirements of Subpart 4 of the UDC include:

- Updates to minimum park improvement standards, including the addition of a provision to preserve all protected and heritage trees, and requiring the construction of sidewalks
- Modification of the mechanism for park development agreements to include a system for escrowing park development fees after department approval of park plans
- Requiring parks to be labeled as “City Parks on final plats to eliminate confusion of ownership and responsibility
- Clarifying a timeline of ten years for developers to request a refund of cash-in-lieu or development fees if a park has not been developed to serve the area.

Additionally, the Legal Department has prepared a standardized template for park development agreements. This tool will create consistency, increase predictability for developers, and expedite agreement execution.

PARD presented the proposed amendments to the City Council workshop on November 3, 2025 and plans to pursue formal action at the December 1 City Council meeting.

RECOMMENDATION

Support recommendations for changes to the UDC and Code of Ordinances to be approved by the City Council as set forth in the caption.

CHAPTER X.1. PARKLAND DEDICATION, IMPROVEMENT AND PARK FEE REQUIREMENTS

Section X.1.1. Purpose

This Chapter sets forth the requirements for the imposition of land dedication requirements or a fee-in-lieu of dedication to provide parks, trails and other necessary recreational and open space to serve residents of the City. This Chapter is intended to further the goals of the Park Master Plan and the Trails Master Plan to provide sufficient and appropriate parks and recreational opportunities and to support the City's adopted goal of a minimum ten-minute walk to a park for every resident and to ensure a minimum level of access and improvements for parks and trails through the land development process.

- A. A park fee is imposed on residential development to assure that park and related improvements and infrastructure, including trails, are available and adequate to meet the needs created by such development while maintaining current and proposed park and recreation standards in accordance with the adopted Healthy Infrastructure Plan, Park Master Plan and Trails Master Plan. The park fee consists of a parkland dedication requirement and a park development fee. The park fee shall be imposed by the City on all residential development, and all funds collected shall be used solely and exclusively for the purpose of acquisition and development of parks and related infrastructure and improvements necessitated by and serving such development.
- B. If a park fee (including parkland dedication or cash-in-lieu of parkland dedication) has been paid prior to the adoption of this Chapter that park fee (including parkland dedication or cash-in-lieu of parkland dedication) shall be controlled by the provisions of the ordinance in effect at the time such obligation arose.

Section X.1.2. Applicability

These regulations shall be uniformly applicable to residential development of property in the City which is or will be served by parks.

- A. **Exemptions** - This Chapter does not apply to activities involving:
 - 1. The replacement, reconstruction, remodeling, rehabilitation or other improvements to an existing building;
 - 2. The rebuilding of a damaged building;
 - 3. To permits required for accessory uses; and
 - 4. The addition of a backyard cottage, as regulated by Article VII.3.1 of this UDC.
- B. Where properties are redeveloped, the park fee is only assessed on the additional number of residential units.
- C. For purposes of this Chapter, property is "served by" parks when funds collected for such improvements and infrastructure have been spent as identified in the Park Master Plan or Trails Master Plan within ten (10) years from the date of collection.

Section X.1.3. Authority

- A. The park fee requirements are based on the adopted Park Master Plan and Trails Master Plan for the entire City, which identifies the parks and related improvements which are to be acquired through parkland dedication requirements or financed in whole or in part through the imposition of park fees. Park fees may only be spent for parks and related improvements identified in such plans.
- B. Imposition of a park fee does not alter, negate, supersede or otherwise affect any other requirements of City, county, state or federal legislation or regulations that may be applicable to a development, including city zoning and/or land development regulations.
- C. The provisions of this Chapter shall not be construed to limit the power of the City to utilize other methods authorized under state law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Chapter. Guidelines may be developed by resolution or ordinance to implement and administer this Chapter.

Section X.1.4. Parkland Dedication and Improvement and Park Fee Requirements

A. Parkland Dedication Requirement

- 1. For residential and mixed-use development, the parkland dedication requirement shall be determined by a ratio of three (3) acres for each 100 dwelling units. For calculation of developments with less than 100 dwelling units, each dwelling unit shall equal 0.03 acres. (Example: 25 dwelling unit development will require three-quarter (0.75) acres).
 - a. Jurisdictional wetlands and property in established floodplains may be used to satisfy up to one-half (½) of the parkland dedication requirement.
 - b. All plats shall show the area proposed to be dedicated under this Section. The property must be reviewed and accepted by the Director of Parks and Recreation. If the area proposed for dedication is not consistent with the goals established in the Parks Master Plan or the Trails Master Plan, the City may require a cash-in-lieu of parkland dedication. Specified park sites and trails shall be dedicated to the City after completion and acceptance of improvements made by the developer and filing of the approved final plat.
- 2. Cash-in-Lieu of Parkland Dedication
 - a. The City may require cash-in-lieu of parkland dedication. Such payment in lieu of land shall be made prior to final plat approval or engineering site plan for multifamily and mixed-use development where a plat is not required. The payment shall be proportional to the amount of land required to be dedicated and shall use the fair market value of the land at the time of construction of the development.

The amount of the cash-in-lieu of parkland dedication shall be based on the following formula:

$$(A \times V) = M$$

A = the area of land required for dedication as determined in Subsection X.1.4.A.1 above.

V = the fair market value (per acre) of the property as established by a land appraisal conducted by a third party.

M = the number of dollars to be paid in lieu of the parkland dedication requirement.
 - b. The Director of Parks and Recreation shall be responsible for verifying the amount due.

- c. A combination of parkland dedication and cash-in-lieu of parkland dedication can be utilized to meet the parkland dedication requirement.
3. Minimum Park Improvements—Unless waived by the Director of Parks and Recreation and the City Engineer, parks and trails shall be improved by the developer prior to acceptance by the City. The minimum park and trail improvements shall include:
 - a. ~~G~~grading and clearance of unwanted vegetation, except that all protected and heritage trees as defined in Section II.2.1 of the Unified Development Code shall be preserved;
 - b. ~~I~~installation of drainage and erosion controls;
 - c. ~~E~~establishment of turf and planting of trees;
 - d. ~~I~~installation of perimeter streets, sidewalks, and streetlights;
 - e. ~~P~~rovision of water and sewer service; and
 - f. When required, the installation of trails in accordance with the design standards in the Parks Master Plan and Trails Master Plan.
4. Additional Improvements - The developer may request to construct additional park improvements above the minimum improvements above if in conformance with the design criteria and objectives of the Healthy Infrastructure Plan, Park Master Plan and Trails Master Plan. Additional improvements may be denied by the Director of Parks and Recreation and the City Engineer if they would impose an unreasonable maintenance responsibility on the City or are judged to be premature based on service demand.
5. ~~Park Plan and Development Agreement—If the developer desires to add additional improvements outlined in Section X.1.4 above a park plan shall be submitted as part of the engineering site plan. The plan shall include all proposed improvements with cost estimates. Prior to improving the site, the developer and the City shall execute a subdivision improvement agreement which details construction schedules, costs, performance surety and the amount to be reimbursed and a schedule for reimbursement.~~

Commented [SA1]: Rationale: Healthy Infrastructure Plan and subsequent Texas Forest Service Grant Reports call for protecting existing tree canopy

Commented [SA2]: Rationale: Ensure walkable access to park

B. Park Development Fee

1. The amount of the park development fee shall be based on the following formula:

$$(R \times DU) = F$$

R = the park development fee rate found in Volume 1, Chapter 2.VIII.201 of the Code of Ordinances.
 DU = the total number of dwelling units in the residential development.
 F = the number of dollars to be paid.
2. ~~Credit against Park Development Fee Escrow — The director of parks and recreation may, in her sole and absolute discretion, choose to allow a developer to construct park improvements in order to receive a credit for all or a portion of the park development fee in the form of the release of park development fee funds escrowed by the developer, as set forth herein.~~
 - a. ~~The plan shall include all proposed improvements with cost estimates. Park Development Agreement — The developer's cost to provide certain park improvements in addition to the minimum improvements required in Subsection A.3 above may qualify for reimbursement of part or all of the required park development fee. The developer shall enter into a park development agreement with the City prior to the approval of the engineering site plan or construction plans, as applicable. The park development agreement shall, among other terms and conditions:~~

Commented [SA3]: Rationale: Healthy Infrastructure Plan goal of establishing a park within 10 Minutes of every resident's front door. This section will give the City the capacity to work with developers to achieve this in a timely manner as new residential development occurs and new residents move in. The park and park amenities, like streets and utilities, are essential infrastructure for new developments.

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- 1) set forth the total amount of the park development fee to be escrowed as set forth in section X.1.4.B.2.b, below, and the conditions under which the escrowed park development fee is to be released;
- 2) require a park improvements plan, including a detailed, scaled drawing, often referred to as construction plans, certified by a design professional (engineer, landscape architect, etc.) for proposed park improvements with cost estimates, adhering to all applicable statutes and regulations, all development standards established in the City's long-term park plans, and all guidelines used by the Parks and Recreation department;
- 3) provide for dedication of the property as set forth in Section X.1.5 upon completion and acceptance of the park improvements;
- 4) require that as-built plans including a detailed, scaled drawing reflecting the exact location of the park improvements be provided to the City once construction is complete; and
- 4) set forth a two (2) year warranty and two (2) year maintenance bond for the proposed improvements.

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b. Escrow of Park Development Fee – The developer shall escrow with the City the park development fee at the time set forth in section X.1.5., below, and the fee shall be escrowed until all conditions for release set forth in the park development agreement required by section X.1.4.B.2.a, above, are satisfied. Any interest earned on the escrowed fee shall belong to the City. If the park development agreement required by section X.1.4.B.2.a, above, is terminated for any reason prior to the release of the escrowed park development fee, such fee shall no longer be escrowed, but shall permanently convey to the City for use for the purposes set forth for park development fees in this Chapter.

c. Improvements eligible for consideration for a park development fee credit shall exceed all other minimum park dedication requirements set forth herein, and may include, but are not limited to the following:

The following improvements in a park may be counted towards the park development fee reimbursement:

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a. 1) Landscaping;

2) b. Park improvements as required for each park as determined by the Director of Parks and Recreation, including but not limited to:

1) mMulti-use paths and trails;

2) pPlaygrounds and play structures;

3) aAccessory and shade structures;

4) sSeating;

5) sSignage; and

6) Lighting

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Section X.1.5. Processing and Collection

Applicants for a residential development must submit an engineering site plan or a plat for review and approval in accordance with the requirements of this UDC.

- A. The parkland dedication requirement (or cash-in-lieu of parkland dedication) and park development fee shall be imposed on all residential development in the City at the time of approval of an engineering site plan or filing a final plat pursuant to the land development regulations, and all amounts due shall be paid prior to final plat or engineering site plan approval, except when all or part of the parkland development fee is to be escrowed as set forth in section X.1.4, above.
- B. The parkland dedication requirement for each residential development shall contain a clear, fee simple dedication of an area of land within the development to the City for parks. Parks should be clearly identified as separate lots with the label "Dedicated to the City of Lewisville in fee simple as a city park" on the final plat; except that a property for which park development fees are being escrowed under Section X.1.4.b.2 above shall be initially labeled as "open space" and later amended as set forth in the park development agreement required by that section.
- C. Upon receipt of an engineering site plan, preliminary plat or final plat the City shall calculate the amount of the park development fee and the amount of cash-in-lieu of parkland dedication (when applicable) due pursuant to Section X.1.4 above.
- D. For multi-family developments, if fewer dwelling units are constructed than planned by the site plan, the property owner may apply for a refund for the difference in the number of dwelling units pursuant to Section X.1.7 below. For single-family developments, if the plat is amended to reduce the total number of dwelling units, the property owner may apply for a refund for the difference in the number of dwelling units pursuant to Section X.1.7 below. If fewer dwelling units are constructed than planned by the final plat or site plan, the property owner may apply for a refund for the difference in the number of dwelling units pursuant to Section X.1.7 below.

Commented [SA4]: Rationale: This will create clarity of ownership on plats.

Commented [SA5]: Rationale: establishing clearer guidelines for requesting a refund of park development funds in the event they are not used in a timely manner

Section X.1.6. Use of Funds

- A. Cash-in-lieu of parkland dedication and park development fees collected must be used solely for one (1) of the following purposes:
 - 1. To acquire and develop parks, in accordance with the Park Master Plan and Trails Master Plan, subject to the provisions herein;
 - 2. To reimburse the City for prior acquisition and development of such parks, which will benefit the new residential development inhabitants; or
 - 3. To make refunds in accordance with Section X.1.7.
- B. ~~Neither cash-in-lieu of parkland dedication nor park~~ development fees collected ~~shall may not~~ be used to maintain or operate the existing park system or to finance park and recreational activities other than park and trail improvements.
- C. Nothing in this Chapter shall prevent the City from issuing and utilizing general obligation bonds, revenue bonds, revenue certificates or other certificates of indebtedness as are within the authority of the City in such manner and subject to such limitations as may be provided by law in furtherance of the financing and provision of park infrastructure and improvements as set forth in the Park Master Plan. Cash-in-lieu of parkland dedication and park development fees paid pursuant to this Chapter, however, shall be used for park and trail land acquisition and development.
- D. Interest earned on cash-in-lieu of parkland dedication and park development fees shall be used solely for the purposes specified herein.
- E. The City shall establish adequate financial and accounting controls to ensure that cash-in-lieu of parkland dedication and park development fees disbursed are utilized solely for the purposes and intent of this

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Chapter; provided, however, that such funds shall be expended within a reasonable period of time, not to exceed ten (10) years from the date the funds are collected.

- F. The City shall maintain and keep financial records for the cash-in-lieu of parkland dedication and park development fees which shall show the source and disbursement of all funds collected.

Section X.1.7. Refunds

- A. The current owner of property on which a cash-in-lieu of parkland dedication payment and park development fee has been paid may apply for a refund of such funds if:
1. The property on which the funds have been paid has not been served by parks, as provided in Section X.1.2 above, within ten (10) years of payment of the cash-in-lieu or fee; or
 2. Fewer dwelling units are constructed than planned by the final plat or engineering site plan as set forth in section X.1.5.D above.
- B. Only the current owner of the property may petition for a refund. A petition for refund shall be filed within one (1) year of the event giving rise to the right to claim a refund, or the refund will not be granted.
- C. The petition for refund must be submitted to the Director of Parks and Recreation on a form provided by the City for such purpose. The petition must contain the following: a certified copy of the latest recorded deed for the property; a current legal description; and a statement of the reasons for which a refund is sought.
- D. A refund shall be due under Subsection X.1.7.A.1 only if the Director of Parks and Recreation determines that the total funds collected for which a refund is being sought exceeds the total expenditures for park facility purposes allowed by this Chapter for the same period ("excess amount"). The refund amount shall be the development's pro rata share of the excess of funds collected over expenditures, together with interest earned on such amount for the period. The City may periodically compute the difference between expenditures and funds collected for purposes of reviewing refund requests under this subsection. The City Council may, after notice by publication in the section of a local newspaper reserved for legal notices, and after a public hearing, vote to apply any unclaimed excess amounts to the remaining park improvements. When the City Council votes to apply the excess amounts, the right to refund of the applied excess amounts shall be extinguished.
- E. Within one (1) month of the date of receipt of a petition for refund, the Director of Parks and Recreation must provide the petitioner, in writing, with a decision on the refund request. The decision must include the reasons for the decision. If a refund is due to the petitioner, the Director of Parks and Recreation shall notify the City's finance department and request that a refund payment be made to petitioner.
- F. The petitioner may appeal the determination of the Director of Parks and Recreation to the City Council, and its decision shall be final.

Commented [SA6]: Rationale: establishing clearer timeline for requesting a refund of park development funds in the event they are not used in a timely manner

Section X.1.8. Procedures for Updating the Parkland Dedication Requirement and Park Fee

- A. At least every five (5) years, the Director of Parks and Recreation shall prepare a report to the City Council on the parkland dedication and park fee program. In the preparation of such report, the following information shall be reviewed:
1. A statement summarizing the parkland dedication requirements and the cash-in-lieu of parkland dedication requirements and park development fees collected and disbursed since the previous report;
 2. A statement summarizing park acquisition and development and the status thereof since the previous report;

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3. A statement summarizing the administration and enforcement of the parkland dedication and park fee program; and
 4. A statement and recommendation from the park board on all aspects of the parkland dedication and park fee program and city park needs.
- B. The report shall make recommendations, if appropriate, on amendments to this Chapter, changes in the administration or enforcement, changes in the parkland dedication requirements, cash-in-lieu of parkland dedication and park development fee rates, and changes in the Park Master Plan and the Trails Master Plan.
- C. Based upon the report and such other factors as the City Council deems relevant and applicable, the City Council may amend the park fee. If the City Council fails to take action, the park fee then in effect shall remain in effect. Nothing herein precludes the City Council or limits its discretion to amend the park fee at such other times as may be deemed necessary.

Section X.1.9. Appeals

- A. The property owner or applicant may appeal the following decisions of the Director of Parks and Recreation to the City Council:
1. The applicability of the parkland dedication and park fee program;
 2. The amount of the dedication or park fee due; or
 3. The amount of refund due, if any.
- B. The burden of proof is on the property owner or applicant to demonstrate that the amount or applicability of the dedication, fee or refund, was not calculated according to the applicable schedule of dedication or fees or the guidelines established for determining such amounts. The property owner or applicant must file a notice of appeal with the City Secretary within 30 days following the determination by the Director of Parks and Recreation. The filing of an appeal shall stay the matter until final determination by the City Council.
- C. The City Council may approve an appeal from any requirements of this Chapter, upon written request by a property owner or applicant, only upon a finding that a strict application of such requirement would result in a substantial hardship which is not common to similarly situated property owners.

Section X.1.10. Parkland Dedication and Park Fee as Additional and Supplemental Requirement

- A. The parkland dedication requirements and park fee is additional and supplemental to and not in substitution of any other requirements imposed by the City on the development of the land. It is intended to be consistent with and to further the objectives and policies of the Park Master Plan, the Trails Master Plan and the comprehensive plan and to be coordinated with other city policies, ordinances and resolutions by which the City seeks to ensure the provision of adequate park access, land and improvements in conjunction with the development of land. In no event shall a property owner be obligated to dedicate land or pay for park improvements in an amount in excess of the amount calculated pursuant to this division; but provided that a property owner may be required, pursuant to city zoning and land development regulations, to provide open lands, setbacks, buffers and other non-buildable areas on-site in addition to meeting the park fee requirements.

Section II.2.1. Definitions

Tree, Heritage - A Post Oak or Blackjack Oak tree of 12 inches or greater and any tree of 26 inches or greater, except for species deemed invasive.

Tree, Protected - Tree, Protected — Bois d’Arc and Cottonwood, Hackberry trees 12 inches in DBH and any other tree six (6) inches in DBH except for trees with the common names of Bois d’Arc, cottonwood, Chinese pistache, junipers, mesquite, all Callery pear cultivars and any tree species determined to be invasive by the Parks and Recreation Director.

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Commented [1]: Rational: Large-Scale Ecosystem Services: Mature trees over 26" DBH provide exponentially greater benefits than smaller trees. Studies show that large trees sequester more carbon, intercept more stormwater, and produce significantly higher oxygen output per year than multiple smaller trees combined.

Urban Heat Island Mitigation: Large-canopy trees provide the most effective cooling benefits, reducing ambient temperatures by up to 10°F in high-heat areas. Preserving these trees is directly tied to public health outcomes, especially in vulnerable neighborhoods.

Slow Replacement Rate: It can take 75–100 years for a newly planted tree to reach the ecological and visual impact of a 26" DBH tree. Removal without designation undermines long-term canopy goals.

Regional Best Practice: Many Texas municipalities (e.g., Austin, Plano, Frisco) have adopted size-based heritage or specimen tree protections. A 26" DBH cutoff aligns Lewisville with proven regional policy frameworks.

Commented [SA2R1]: Oct 2025: Planning and Zoning Commission suggested moving Post Oak and Black Jack Oak trees of 12 inches or greater after removal from tree credit calculation.

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Commented [3]: Rationale: The city's Tree Canopy Study showed that 60% of the canopy is composed of trees that measure six (6) caliper inches or less. We recommend that the changing the tree survey requirements to include trees that are six (6) caliper inches or more, in order to preserve more of the existing tree canopy.

Commented [SA4R3]: Oct 2025: Planning and Zoning recommended consideration of Cottonwood as protected tree

Section VIII.3.2. - Applicability

The standards of this Chapter shall apply to new development and redevelopment, ~~except as otherwise specifically set forth herein.~~

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Section VIII.3.3. All Uses

These standards shall apply to all uses.

- A. A landscape plan in accordance with the requirements set forth in Article III.4.3 and III.4.4 shall be submitted for:
1. All non-residential uses;
 2. Multi-family dwelling uses;
 3. Mixed-use developments; and
 4. Open space in residential subdivisions.
- B. Required landscaping must be maintained in a healthy growing condition at all times. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning and other maintenance of all landscaping. Property owners in Lewisville must replace dead or damaged required landscaping with materials listed on the city's current shrub, understory and shade tree list, and maintain them to the quantities and locations spatial layout of the original landscape plan at a minimum.
- ~~The property owner shall also replace dead and dying plant materials with comparable plant materials in accordance with the approved landscape plans.~~
- C. An automatic irrigation system is required for all landscaping and shall meet the requirements in Section VIII.3.3.K, below.
- D. All plant materials and irrigation systems installed in public rights-of-way or on other public property must be approved in writing by the Parks and Recreation Director and City Engineer.
- E. Within required clear vision areas as outlined in Article IX.2.3, no plant materials shall obscure visibility at elevations between two (2) feet and seven (7) feet above the established street grades.
- F. All plant materials shall be native or adapted to the North Texas climate, and appropriate for xeriscaping or other low-water use applications. No invasive species may be utilized. A list of invasive species shall be promulgated by the Parks and Recreation Director and kept in the office of the Planning Director.
- G. Trees and shrubs shall be chosen from the approved plant material lists provided in subsection I, below. An administrative modification may be requested to use other native and adapted species that are comparable to the species in the list.
- H. No more than 30 percent of required trees shall be the same species.
- I. Where a parking lot or access aisle is adjacent to any landscaping, including the permeable areas and drip lines around trees and planting beds used for visual screening, such landscaping shall be protected with curb openings, wheel stops, or similar semi-permeable barriers. See Exhibit VIII.3.3-1.

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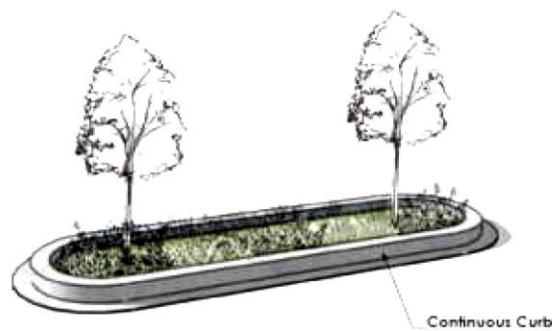
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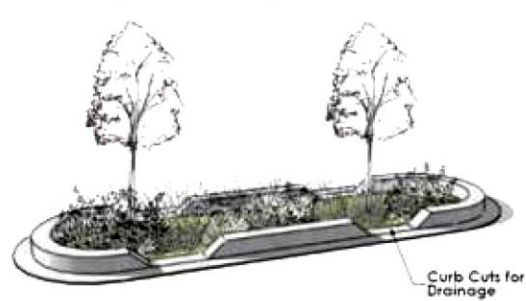
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EXHIBIT VIII.3.3-1 PARKING LOT ISLAND (STANDARD CURB AND INTERMITTENT CURB)

Parking Lot Island (Standard Curb)



Parking Lot Island (Rain Garden)



J. Approved Plant Materials Lists

EXHIBIT VIII.3.3-2 APPROVED SHADE TREES	
SHADE TREES	
Common Name	Scientific Name
Afghan Pine	<i>Pinus eldarica</i>
American Elm ^{1,2}	<i>Ulmus americana</i>
Austrian Pine	<i>Pinus nigra</i>
Bald Cypress ¹	<i>Taxodium distichum</i>
Bigelow Oak ¹	<i>Quercus sinuate var. breviloba</i>
Black Hickory ^{1,2}	<i>Carya texana (aka Carya buckleyi)</i>
Black Locust	<i>Robinia pseudoacacia</i>
Bur Oak ¹	<i>Quercus macrocarpa</i>
Caddo Maple	<i>Acer saccharum "Caddo"</i>
Cedar Elm ^{1,2}	<i>Ulmus crassifolia</i>

Chinquapin Oak ¹	<i>Quercus muhlenbergii</i>
Durrand Oak ¹	<i>Quercus sinuata</i> var. <i>sinuata</i>
Green Ash ¹	<i>Fraxinus pennsylvanica</i>
Japanese Black Pine	<i>Pinus thunbergii</i>
Lacebark Elm ²	<i>Ulmus parvifolia</i>
Lacey Oak ¹	<i>Quercus fusiformis</i>
Live Oak ¹	<i>Quercus virginiana</i>
Mexican Sycamore	<i>Platanus mexicana</i>
Monterey Oak (aka Mexican White Oak) ^{1,2}	<i>Quercus polymorpha</i>
Pecan ¹	<i>Carya illinoensis</i>
Pond Cypress	<i>Taxodium accendens</i>
Post Oak ¹	<i>Quercus stellata</i>
Sawtooth Oak	<i>Quercus acutissima</i>
Shumard Red Oak (aka Texas Red Oak) ^{1,2}	<i>Quercus shumardii</i> (aka <i>texana</i>)
Southern Magnolia ^{1,2}	<i>Magnolia grandiflora</i>
Sweetgum ¹	<i>Liquidambar styraciflua</i>
Texas Ash ^{1,2}	<i>Fraxinus texensis</i>
Texas Walnut ¹	<i>Juglans microcarpa</i>
Willow Oak ^{1,2}	<i>Quercus phellos</i>
Winged Elm ^{1,2}	<i>Ulmus alata</i>
¹ Native species, which is preferred but not required.	
² Species approved for planting within the right-of-way along Streets and Thoroughfares	

EXHIBIT VIII.3.3-3 APPROVED UNDERSTORY TREES	
UNDERSTORY TREES	
Common Name	Scientific Name
Carolina Buckthorn ¹	<i>Rhamnus carolina</i>
Chittamwood ^{1,2}	<i>Sideroxylon lanuginosum</i> (aka <i>Burmelia lanuginosa</i>)
Crepe Myrtle (tree form)	<i>Lagerstroemia indica</i>
Desert Willow ¹	<i>Chilopsis linearis</i>
Eastern Redbud ¹	<i>Cercis canadensis</i>
Eastern Red Cedar ^{1,2}	<i>Juniperus virginiana</i>
Eve's Necklace ¹	<i>Sophora affinis</i>
Hawthorne ¹	<i>Crataegus</i> spp.
Hollywood Juniper	<i>Juniperus chinensis</i> 'Torulosa'
Little Gem Magnolia	<i>Magnolia grandiflora</i> 'Little Gem'
Mexican Buckeye ¹	<i>Ungnadia speciosa</i>
Mexican Plum ¹	<i>Prunus mexicana</i>
Mexican Redbud ¹	<i>Cercis canadensis</i> var. <i>mexicana</i>
Possumhaw Holly (aka Deciduous Yaupon Holly) ^{1,2}	<i>Ilex decidua</i>

Prairie Flameleaf Sumac ¹	Rhus lanceolata
Red Buckeye ¹	Aesculus pavia
Roughleaf Dogwood ¹	Cornus drummondii
Rusty Blackhaw Viburnum ¹	Viburnum rufidulum
Texas Buckeye ¹	Aesculus arguta/glabra
Texas Mountain Laurel ¹	Sophora secundiflora
Texas Persimmon ¹	Diospyrus texana
Texas Redbud ¹	Cercis canadensis var. texensis
Thornless Common Honeylocust ¹	Gleditsia triacanthos var. inermis
Wax Myrtle ^{1,2}	Myrica cerifera
Western Soapberry ¹	Sapindus drummondii
¹ Native species, which is preferred but not required	
² Considered Evergreen	

EXHIBIT VIII.3.3-4 APPROVED SHRUBS	
Shrubs	
Common Name	Scientific name
Agarita* ¹	Berberis trifoliolata
American Beautyberry*	Callicarpa americana
Apache Plume*	Fallugia paradox
Aromatic Sumac*	Rhus aromatica
Coralberry* ¹	Symphoricarpos orbiculatus
Dwarf Wax Myrtle* ¹	Myrica pusilla
Dwarf Yaupon Holly*	Ilex vomitoria 'Nana'
Evergreen Sumac* ¹	Rhus virens
Flame Acanthus*	Anisacanthus quadrifidus
Flowering Quince	Chaenomeles japonica
Fragrant Mimosa*	Mimosa borealis
Indian Hawthorn ¹	Rhapiolepis indica
Lindheimer Nolina* ¹	Nolina lindheimeri
Tam Juniper ¹	Juniperus sabina 'Tamariscifolia'
Texas Nolina* ¹	Nolina texana
Turks Cap*	Malvaviscus drummondii
*Native species, which is preferred but not required.	
¹ Considered Evergreen	

K. **Irrigation System Standards**

- Automatic irrigation systems are required for all landscaping with the exception of individual lots for single-family detached and single-family attached dwellings and duplexes.
- Automatic irrigation systems required by this Section shall utilize drip irrigation, bubblers, soaker hoses and other systems that do not spray water, except that spray heads may be utilized for turf areas or where spray heads are the best solution for water conservation.

3. Private irrigation lines and systems may not be located under public street or alley pavement.
(Ord. No. 0717-24-ORD, § 4, 12-9-2024)

City of Lewisville - Fee Schedule

This schedule contains the fees, rates and charges which are prescribed by the City. Some fees may necessitate an additional charge for sales tax or have sales tax included, as required by state law.

Fee		Amount	Proposed Change
PARKS AND RECREATION			
Park Dedication Fee (cash in lieu of)		Fair Market Value	
Annual Park Photography Permit		50.00	
Annual Park Inflatable/Bounce House Permit		200.00	
Replacement of card/key tag		3.00	
PARC All Access Pass which includes access to the following locations: LLELA, Lake Park, Tower Bay, Frederick P. Herring Recreation Center, Sun Valley Aquatic Center, and Thrive.			
	Youth/Senior	120.00	
	Adult	280.00	
	Family	385.00	
Primitive Campsite			
	Up to 6 campers	10.00 per campsite per night plus park entrance fee	
Primitive Group Campsite			
	25 to 50 campers	50.00 per campsite per night plus park entrance fee	
	51 to 75 campers	75.00 per campsite per night plus park entrance fee	
	76 to 100 campers	100.00 per campsite per night plus park entrance fee	
Memorial tree		The city's cost from the supplier for the tree, plaque and material plus \$50.00 administrative fee for planting	
Memorial bench		The city's cost from the supplier for the bench, plaque and base materials plus \$300 administrative fee	
Park development fee rate		\$1682 for each new dwelling unit	
Tree Mitigation Fee		\$200 Per Caliper Inch	
Tree Mitigation Fee for Heritage Trees			\$300 Per Caliper Inch
Youth athletics co-sponsored leagues			
	City resident registration, per participant	4.00	
	Non-city registration, per participant	16.00	
	Youth sports practice fee, per person, per season	5.00	
City Employee and Retiree Card for all PARC Facilities Including Thrive, LLELA, Tower Bay, Lake Park, and Herring Parks and Recreation Center		25.00	
Outdoor Sports Field/Court Rental Fees			
	Athletic fields (3-hour maximum for single reservation):		
	Light Fee per hour	\$20	
	Field Rental per hour	20.00	
	Add: Bases & Mound	\$20	
	Add: Field Markings (Chalk)	\$25	
	Tennis Court and Pickle Ball Court rental (with lights turned off)	4.00	
	Pickle Ball net rental	4.00	
Tournament Rates			
	Turf fields or courses	200.00 per field/per day	
	Parks Crew Fees - will be charged regular time before 3:30 p.m. Monday-Saturday; Park Crew Fees will be charged at overtime rates after 3:30 p.m. Monday-Saturday and all day Sunday		
	Tennis Courts, per court, per day	50.00	
Walking or Running Events (5Ks, Walks, etc.)			
	Pavilion and Trail (Use of additional space such as turf fields or other amenities will be charged as listed; Parks Crew Fees - will be charged at regular time before 3:30 p.m. Monday-Saturday; Park Crew Fees will be charged at overtime rates after 3:30 p.m. Monday-Saturday and all day Sunday)	500.00 per event	
Lake Park entrance			
	Entry fee - per commercial bus (more than 26 seats) (No re-entry on holidays)	30.00 per day	
	Entry fee - per small commercial van or bus (between 10—25 seats) (No re-entry on holidays)	20.00 per day	
	General admission, per vehicle, per day (No re-entry on holidays)	10.00	
	Entry for events with special events permit, per vehicle, per day	5.00	
	Non-Resident Annual Pass (Includes Tower Bay)	65.00	
	Resident Annual Pass (Includes Tower Bay)	40.00	
	Resident Senior (60 years or older) or City Employee Pass (Includes Tower Bay)	25.00	
	Entrance fee per vehicle with rental of pavilion or picnic areas, per day (must be pre-purchased) (minimum of 20)	5.00	
	Boat dealer annual pass for demo/maintenance vehicles and accompanying customers (each vehicle)	100.00	

RV Campground Fees			
	Site with electric, general, per day	25.00	
	Site with electric, senior citizen (60 years or older), per day	15.00	
	Site without electric, general, per day	10.00	
	Site without electric, senior citizen (60) years or older), per day	5.00	
	Premium site with electric, general, per day	27.00	
	Premium site with electric, senior citizen (60 years or older), per day	16.00	
	Pump Station Usage (for use by campers not staying overnight)	10.00	
	Park Host Monthly Rate	240.00	
	Cancellation fee (more than two weeks before first day)	10.00	
	Cancellation fee (less than two weeks before first day)	\$10.00 plus one night's stay	
	Late fee, per day	5.00	
	Late checkout (if not checked out by 1:00 p.m., users will be charged for another day)	Same full-day rate as charged previous day	
Lake Park Pavilion (Connor)			
	Rental fee (per day)	175.00 plus entrance fee	
	Deposit (refundable after event)	100.00	
	Cancellations (reservation is cancelled at least 30 days in advance)	Rental fee and deposit minus a 10.00 cancellation fee will be refunded	
	Cancellations (reservation cancelled less than 30 days in advance)	All rental fees are retained	
Lake Park Pavilion (Pike)			
	Rental fee (per day)	50.00 plus entrance fee	
	Deposit (refundable after event)	50.00	
	Cancellations (reservation is cancelled at least 30 days in advance)	Rental fee and deposit minus a \$10.00 cancellation fee will be refunded	
	Cancellation fee(s) if the reservation is cancelled less than 30 days prior to the event	All rental fees are retained	
Lake Park group picnic areas			
	Rental fee (per day)	25.00, plus entrance fee	
Lake Park Cricket Pitch			
	Rental fee (per day)	50.00	
Hedrick House - Reservations will be allowed one year in advance of desired date			
	Facility deposit (Damage) - Refundable after rental	300.00	
	Full facility rental fee per day (Friday & Sunday - 8:00am to midnight) 50% Rental Fee Down Payment *includes staff, setup and cleaning fee	2,500.00	
	Full facility rental fee per 1/2 day (5 hours - Friday & Sunday) - 8:00am to midnight) 50% Rental Fee Down Payment *includes staff, setup and cleaning fee	1,500.00	
	Full facility rental fee per day (Saturday - 8:00am to midnight) 50% Rental Fee Down Payment *includes staff, setup and cleaning fee	3,500.00	
	Full facility rental fee per 1/2 day (Saturday - 8:00am to midnight) 50% Rental Fee Down Payment *includes staff, setup and cleaning fee	2,000.00	
	Facility Rental Half Day (5 hours - Monday - Thursday 8am-12pm) 50% rental fee Down payment *includes staff, setup and cleaning fee	1,000.00	
	Facility Rental - Non Profit Full Day (Saturdays) 50% rental fee Down Payment *includes staff, setup and cleaning fee	2,500.00	
	Facility Rental - Non Profit Organization 1/2 Day (5 hours - Saturdays) 50% Rental Fee Down Payment *includes staff, setup and cleaning fee	1,500.00	
	Full facility rental fee per hour (Mon - Thur 8:00am to 10:00pm, two-hour minimum) 50% rental fee Down Payment *includes staff, setup and cleaning fee	275.00	
	Meeting room rental fee per hour (Mon - Thur 8:00am to 10:00pm, two-hour minimum) *includes staff, setup and cleaning fee	150.00	
	Cancellation fee - if cancellation occurs at least 30 days in advance	100% of down payment	
	Fees (retained from deposit)		
	If cancellation occurs less than 30 days	100% of down payment	
	Damage to facility or excessive uncleanliness (deducted from deposit)	Staff time plus cost of repairs	
Central Park Pavilions			
	Band shell (reservations begin January 1st for current calendar year)		
	Rental per day (capacity 50 people)	100.00	
	Deposit (refundable after event)	75.00	
	Picnic shelters (2) (reservations begin January 1st for current calendar year)		
	Rental per day (capacity 25 people) (per shelter)	50.00	
	Deposit (per shelter) (refundable after event)	50.00	
	Cancellation fee(s) if the reservation is cancelled less than 30 days prior to the event	All rental fees are retained	
Tower Bay			
	Self-pay parking, per day	10.00	
	Non-Resident Annual Pass	See Lake Park Entrance	
	Resident Annual Pass	See Lake Park Entrance	
	Resident Senior (60 years or older) or City Employee Pass	See Lake Park Entrance	

Skate Park			
	Event Rental: For approved events with proper permits and insurance (per hour rental) (four hour minimum); (Parks Crew Fees - will be charged at regular rates before 3:30 p.m. Monday-Saturday; Park Crew Fees will be charged at overtime rates after 3:30 p.m. Monday- Saturday and all day Sunday)	100.00 per hour	
Aquatic facilities			
	Sun Valley Aquatic Park		
	Non Resident Admission	8.00	
	Resident (proof of residency required)	4.00	
	Twilight Admission (Monday—Friday 6:00 p.m. to 7:00 p.m.)	3.00	
	Under 3 years of age	Free	
	Non Resident Season pass - Only valid at Sun Valley	100.00	
	Season pass - Resident - Only valid at Sun Valley	50.00	
	Family Season Pass (resident, up to 6 family members) - Only valid at Sun Valley	175.00	
	Private Rental (700 person max, includes all staffing costs)	500.00	
	Private Rental Deposit	100.00	
	Partybrella (90 minutes rental, including 20 park admissions)	125.00	
Old Town Splash Park			
	Old Town Splash Park Main Umbrella (4-hour rental block)	50.00	
Frederick P. Herring Parks and Recreation Center			
	Full facility rental fee per hour (includes basketball gyms, racquetball courts, and the multi-purpose room)	350.00	
	Full facility deposit	100.00	
	Multi-purpose room - rental fee, per hour	100.00	
	Multi-purpose room - deposit	50.00	
	Scoreboard controller - rental fee, per day	50.00	
	Scoreboard controller - deposit	25.00	
	Cancellation fee(s) (If the reservation is cancelled at least 30 days prior to the event)	Rental fee and deposit minus a \$10.00 cancellation fee will be refunded	
	Cancellation fee(s) (If the reservation is cancelled less than 30 days prior to the event)	All rental fees will be retained	
	Facility crew fee per hour for rentals - before 7:00am and after 9:00pm (Mon - Fri), all weekends, all holidays *includes cleaning fee	50.00	
	Racquetball and handball court rentals for leagues, tournaments		
	One court, per hour after hours	25.00	
	All courts, per hour after hours	90.00	
	Gym rentals for leagues, tournaments by outside entities		
	Half court - regular hours	25.00	
	Half court - peak hours	50.00	
	Full court - regular hours	50.00	
	Full court - peak hours	100.00	
	Indoor Sports Card - Residents		
	Adult (day/annual)	5.00/50.00	
	Youth under 18, Seniors over 60, City Employees (day/annual)	2.00/20.00	
	Indoor Sports Card - Non-Residents		
	Adult (day/annual)	6.00/75.00	
	Youth under 18 and Seniors over 60 (day/annual)	3.00/30.00	
	Add on Memberships - Additional family members (annual)	5.00	
L.L. Woods Park			
	Picnic shelters (2) (reservations begin January 1st for the current calendar year)		
	Rental per day (capacity 40 people) (per shelter)	75.00	
	Deposit (per shelter) (refundable after event)	50.00	
	Cancellation fee if the reservation is cancelled at least 30 days prior to the event	Rental fee and deposit minus a 10.00 cancellation fee will be refunded	
	Cancellation fee(s) if the reservation is cancelled less than 30 days prior to the event	All rental fees will be retained	
Ellis Park			
	Picnic shelters (2) (reservations begin January 1st for the current calendar year):		
	Rental per day (capacity 25 people) (per shelter)	75.00	
	Deposit (per shelter) (refundable after event)	50.00	
	Cancellation fee if the reservation is cancelled at least 30 days prior to the event	Rental fee and deposit minus a 10.00 cancellation fee will be refunded	
	Cancellation fee if the reservation is cancelled less than 30 days prior to the event	Rental fee retained	

LLELA			
	Classroom rental, per hour		25.00
	Entry fee, per day		5.00
	Annual pass (includes access to LLELA, Lake Park, and Tower Bay)		65.00
	Entry fee - per commercial bus (more than 26 seats), per day		30.00
	Entry fee - per small commercial van or bus (between 10—25 seats), per day		20.00
	Pavilion Rental (per day)		75.00
Wayne Frady Park			
	Picnic Shelters (1) (reservations begin January 1st of the current calendar year)		
	Rental per day		75.00
	Deposit (refundable after event)		50.00
	Cancellation fee if the reservation is cancelled at least 30 days prior to the event	Rental fee and deposit minus a 10.00 cancellation fee will be refunded	
	Cancellation fee(s) if the reservation is cancelled less than 30 days prior to the event	All rental fees are retained	
Thrive Recreation Center			
	Memberships - Residents		
	Adult (day/month/annual)		6.00/18.00/210.00
	Youth under 18, Seniors over 60 (day/month/annual)		4.00/12.00/25.00
	Family (monthly/annual) - Up to 6 members in a family - Two adults plus youth or seniors living in the same household		36.00/275.00
	Corporate (annual)		
	Up to 5 employees in the company - additional employees can purchase additional memberships at residential rates		1,000.00
	Memberships - Non-Residents		
	Adult (day/month/annual)		10.00/35.00/375.00
	Youth under 18 and Seniors 60+ (day/month/annual)		8.00/26.00/90.00
	Family (monthly/annual) - Up to 6 members in a family - two adults plus youth or seniors living in the same household		75.00/550.00
	Corporate (annual)		
	Up to 5 employees in the company		1,500.00
	Add on Memberships		
	Additional family members (month/annual)		5.00/20.00
	Adventure Land (10 visits)		30.00
	Unlimited Premium Fitness Pass (month)		60.00
	Thrive Rentals		
	Community Room (per hour)		
	Entire room		450.00
	Room 1		200.00
	Room 2		150.00
	Room 3		150.00
	Deposit		100.00
	Party Room (per hour)		100.00
	Deposit		50.00
	Game Room (per hour)		100.00
	Deposit		50.00
	Multipurpose Room (per hour)		100.00
	Deposit		50.00
	Arts & Crafts (per hour)		125.00
	Deposit		75.00
	Catering kitchen (per hour)		100.00
	Deposit		50.00
	Gym (per hour)		
	Entire gym		600.00
	One court		300.00
	Deposit		150.00
	Lounges (per hour)		100.00

	Deposit	50.00	
	Exercise rooms (per hour)		
	Room A	125.00	
	Room B	100.00	
	Deposit	50.00	
	Aquatic Center (per hour)	800.00	
	Deposit	600.00	
	Entire facility (per hour)	1,000.00	
	Deposit	600.00	
	Rental cancellation		
	Cancellation 30 days prior to rental date	10.00 cancellation fee	
	Cancellation less than 30 days prior to rental	10.00 cancellation fee plus deposit	
Pop-Up and Promotional Events			
	500 participants and over		
	10 x 10 activity/game booth	150.00	
	Printed brochures/literature displayed on our information table	50.00	
	Under 500 participants		
	10 x 10 booth	100.00	
Food Truck Park Fee			
	Flat Fee for Peak Season (March – September)	\$150	
	Plus Monthly Percentage of Gross Sales	3%	
	Fee for Off Season (October-February) - Only valid if food trucks meet all requirements of the program	3% of Monthly Gross Sales	
Lewisville Independent School District			
	Parks and recreation fees for Lewisville Independent School District will be equal to 50% of the lowest posted fee		
Fee Waivers with a Provision that the Parks and Recreation Director is Authorized to Implement the Waivers at His/Her Discretion			
	Reduced pricing at Sun Valley Aquatic Park		
	Sun Valley Aquatic Park	3.00	
	Dollar Days - \$1 entry fee to aquatic facilities, Thrive, or Herring Recreation Center if attendance/membership is down or to kick off a membership drive		
	Reduced league fees for teams that bring another new team into the league - Purpose is to encourage increased participation in adult sports leagues		
	Reduced camp registration fee to parents who register their child for every week of camp offered (Example - 6 weeks of Break Out Camp offered: First 5 weeks - Full price; Week 6 - ½ price) - Will be used if registration for camps is lagging and the camps are not full one month prior to the start of summer		
	Resident rates for companies operating in Lewisville		
	Rainy day/broken equipment passes for days when a patron's visit is cut short		
	Give-A-Way and Promotional Registrations - Provide passes, rentals, program and activity registration vouchers to organizations seeking auction items or department booths at local events looking for raffle items - The number of registrations to be offered will be established during the budget process		
	The Lewisville Way, Jr. Certificate - An on-the-spot award/card for free entry to a pool or recreation facility that will be handed out by staff when a youth, 18 and under, demonstrates the qualities of The Lewisville Way - A finite number that can be distributed in a single fiscal year will be established by the director of Parks and Recreation		
	Perfect Partners – Partnership with a non-profit such as Keep Lewisville Beautiful, Kyle's Place or Food Bank – Offer discounted entry into general facilities if the patron brings an item (to be determined by the City and the partner) to donate to the non-profit. Days will be established in January and integrated into the pool schedule – Limit two events per year		
	Sweat equity trade for groups such as Kyle's Place, Keep Lewisville Beautiful, Chin Community Ministries, Scouts, etc. – Groups can earn money towards an entry, membership, program registration, etc. by working in the parks and recreation system at a rate established for volunteer service hour by Independent Sector		
	Scholarship Days - Earmark revenue earned during targeted days for scholarships for youth/families that cannot normally afford to participate in fee-based programs		
	Field rental and park fees will be waived for eligible tournaments coordinated by youth sports leagues who have an executed youth sports agreement with the City		
	Resident rate for annual passes or facility entry for groups with executed facility use agreements such as Hobie Point Fleet, Cricket Club, etc.		

SUBDIVISION IMPROVEMENT AGREEMENT

For

PARK IMPROVEMENT DEVELOPMENT AGREEMENTS

STATE OF TEXAS

COUNTY OF DENTON

This ~~Subdivision Improvement~~ Park Development Agreement (the "Agreement") is made and entered into by and between Jesey Lane LLC, a ~~Texas limited liability company~~ [STATE] [CORPORATION TYPE] (the "~~Owner~~ Developer") and the City of Lewisville, Texas, (the "City"), hereinafter collectively referred to as the "**Parties**".

WHEREAS, the ~~Owner~~ Developer owns the tract of real property described in Exhibit A and made a part hereof (the "**Property**"); and

WHEREAS, the City's Unified Development Code (the "UDC") requires the ~~Owner~~ Developer to dedicate a certain amount of land to the City for use as parkland ("Parkland Dedication") ~~for a residential project being developed by Developer at [ADDRESS] (the "Project"), or pay a fee to the City in lieu of such dedication ("Cash in Lieu Fee") for a residential project being developed by Owner at 1717 Main Street, Ste 2600, Dallas, TX 75201 (the "Project")~~ for the purposes set forth in Chapter X.1 of the UDC, and

WHEREAS, Developer intends to dedicate the Property to satisfy its Parkland Dedication requirements for the Project;

WHEREAS, the UDC ~~further~~ requires the ~~Owner~~ Developer to pay the City a park development fee for the purposes set forth in Chapter X.1 of the UDC ("Park Development Fee"); and

WHEREAS, the ~~Owner~~ Developer wishes to fully develop a park (the "Park") on the ~~land designated for Parkland Dedication with improvements~~ Property (the "Park Improvements") meeting or exceeding the City's park improvement standards and subsequently dedicate such Park to the City; and

WHEREAS, the City wishes to escrow the ~~Owner~~ Developer's Park Development Fee until such time as the developed Park is completed, determined to meet or exceed the City's park improvement standards, and dedicated to and accepted by the City, and return the escrowed fee at that time, pursuant to section X.1.4.B of the UDC; and

WHEREAS, the ~~Owner~~ Developer has agreed to dedicate a portion of the property for the Park to the City as shown in Exhibit B as part of its Parkland Dedication requirements; and

~~WHEREAS, the City wishes to waive the Owner's remaining Cash in Lieu Fee in order to ensure that a park is built and dedicated to the City at the specific location set forth for the Park; and~~

WHEREAS, pursuant to section X.1.4.A-B of the UDC, the Parties wish to enter into this

Commented [LC1]: Options to add:

Requirement that all manufacturers' warranties be provided to the City upon completion
Require provision of revised or as-builts to the City in digital format
Copy of application and subsequent report prepared by TDLR for compliance with the Architectural Barriers Act (Gov't Code Sec. 469)

Commented [LC2R1]: Yes add all

Commented [LC3R1]: See revised throughout

Commented [LC4]: Keep this in as optional language

Commented [SA5R4]: Yes, is it possible to "escrow" remaining Cash in Lieu fees rather than waive them?

Commented [LC6R4]: Per our conversation, I am only comfortable escrowing park development fees.

Agreement detailing certain information regarding the completion of the Park improvements, the dedication of the Park to the City, and the escrow of the ~~Owner~~Developer's Park Development Fee.

NOW, THEREFORE, the Parties agree as follows:

I. Term

1.1 The term of this Agreement shall commence on the date executed by authorized representatives of both Parties (the "Effective Date") and shall continue in full force and effect until the Park Development Fee escrowed hereunder is refunded to the ~~Owner~~Developer, unless earlier terminated by either Party as set forth herein.

II. ~~Owner~~Developer Obligations

2.1 Park Improvements.

2.1.1 Approval of Improvements. -The ~~Owner~~Developer shall submit a park plan including all proposed Park Improvements for the Park in accordance with section X.1.4.A-~~5B~~ of the UDC (the "Park Plan") for approval by the City's Director of Parks and Recreation (the "Director"). Such approval shall be provided in writing. The Park Plan shall be approved if found to be in compliance with all City ordinances and this Agreement. ~~Owner~~Developer shall not begin construction or installation of the Park Improvements until the Park Plan is approved as set forth herein. Once approved, the Park Plan shall be attached hereto as **Exhibit C**.

2.1.2 Park Plan. The Park Plan shall adhere to development standards established in the Healthy Infrastructure Plan and guidelines used by the Parks and Recreation Department, attached hereto as **Exhibit D**. No deviation from a standard in those documents which would require approval by the City's Director of Parks and Recreation will be accepted.

2.1.3 Construction, Installation and Inspection. The ~~Owner~~Developer shall construct and install all Park Improvements in a good and workmanlike manner in accordance with all ordinances and the approved Park Plan. The Director of Parks and Recreation, or her designee, will be permitted to conduct periodic inspections during installation and provide a final inspection to verify conformance with the Park Plan prior to City's acceptance of the Park. Prior to completion of the Park Improvements, the Developer shall provide the City with a copy of the application and subsequent report prepared by the Texas Department of Licensing and Regulation (TDLR) for compliance with the Architectural Barriers Act (Gov't Code Sec. 469) for the Park Improvements.

2.1.4 Completion. Upon completion of the Park Improvements, the Director of Parks and Recreation or her designee shall perform a final inspection to ensure that Park Improvements were constructed and installed in accordance with the Park Plan. If the Director of Parks and Recreation is satisfied that the Park Improvements have been constructed and installed in accordance with the Park Plan and this Agreement, the Director shall issue a written letter outlining such to the ~~Owner~~Developer (the "Completion Letter"). Upon receipt of the Completion Letter, ~~Owner~~Developer will provide the City with as-built plans with a detailed, scaled drawing reflecting the exact location of the Park Improvements, as well as all documentation regarding design, maintenance, manufacturer's warranties, or other documentation necessary for the ongoing maintenance of the Park Improvements. The Park Improvements shall be completed no later than June 30, 2026. The Director of Parks

Commented [LC7]: Clarify timing here in ordinance - site plan will be approved with escrow, park plan will come later. (by when? First building permit?)

Commented [LC8R7]: Not required by ordinance

Commented [LC9]: Not required

and Recreation may, but is not required to, extend this deadline by up to 120 days in her sole and absolute discretion.

2.2 Conveyance. Developer shall label the Property as an “open space lot” on the final plat initially submitted to the City. Upon completion of the Park Improvements and issuance of the Completion Letter as set forth in section 2.1.4, above, OwnerDeveloper shall amend the submitted plat in order to clearly convey the Park, including all Park Improvements, to the City as parkland, free and clear of any liens and at no cost to the City. The conveyance must be by and through dedicating the lot in fee simple to the City on a plat or by separate instrument filed with the appropriate county, free of all liens and encumbrances. The conveyance of the Park shall be completed, including filing any necessary documents with the appropriate county, by no later than August 15, 2026. The Director of Parks and Recreation may, but is not required to, extend this deadline by up to 120 days in her sole and absolute discretion.

2.3 Fee Escrow. OwnerDeveloper shall pay to the City the Park Development Fee of \$149,600 at the time set forth in chapter X.1 of the UDC. Any interest earned on such fee shall belong to the City. Upon completion and acceptance of the Park, including the Park Improvements, by the City as set forth in section 2, below, and the conveyance of the Park to the City, the OwnerDeveloper may request that the escrowed fees be returned to the OwnerDeveloper in accordance with section 2.3, below.

2.4 Warranty for Maintenance Period; Maintenance Bond. The OwnerDeveloper warrants the Park Improvements will be designed and constructed in strict accordance with the Park Plan and free from defects. The OwnerDeveloper agrees to maintain and correct any defects for a period of two (2) years from the date the City accepts the construction of the Park Improvements (the “Maintenance Period”). The OwnerDeveloper shall correct and repair, or cause to be corrected and repaired, any defects in materials or workmanship of the Park Improvements that occur before and during the Maintenance Period due to any cause. The Developer shall also provide the City a two (2) year maintenance bond covering 100% of all Park Improvements prior to the start of construction.

III. City’s Obligations

3.1 Inspection and Approval. The City may inspect the Park Improvements during and at the completion of construction to ensure compliance with the Park Plan, and the Director of Parks and Recreation, or her designee, may accept the Park Improvements in writing by issuing a Completion Letter, as set forth in section 2.1.4, above.

3.2 Notice of Defect. The City will notify the OwnerDeveloper if an inspection reveals that any portion of the Park Improvements is not constructed in accordance with the Park Plan or is otherwise defective. The City is not responsible for the construction of the Park Improvements, the quality of the material, or the construction or installation methods utilized. In addition, the City is not responsible under this Agreement for making continuous on-site inspections of the construction work and the City has no privity with or responsibility for the construction or installation contractor or any subcontractors.

3.3 Refund/Release of Escrowed Park Development Fee. Upon completion and acceptance of the Park, including the Park Improvements, by the City, and the conveyance of the

Lewisville, Texas

Subdivision Improvement Agreement
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Commented [SA10]: Prior to conveyance do we want to require developer to label future park as “open space” or an “x” lot? This may be a question for Michele

Commented [LC11R10]: Per Michele’s email, they should be labeled “open space” on the plat. See revised throughout this section.

Commented [LC12]: Took this out because only plat dedication has been contemplated during all our discussions; if someone wants to dedicate by separate instrument we can amend as needed at that time.

Commented [SA13]: I guess we need to make this fillable

Commented [LC14R13]: Yes; see revised

Commented [LC15]: See revised

Commented [LC16]: Add two year maintenance bond

Commented [LC17R16]: See revised

Commented [SA18]: Marcus, do we want to ask for the maintenance bond before or after construction? I’d hate to lose the maintenance time covered during construction

Commented [LC19R18]: Regardless of when it’s provided, the maintenance period doesn’t start until the improvements are accepted.

Commented [LC20]: Release, not refund

Commented [LC21R20]: See revised

Commented [SA22]: See question about cash in lieu

Park to the City, the ~~Owner~~Developer may request that the escrowed Park Development Fee be returned to the ~~Owner~~Developer. Such request shall be made in writing to the Director of Parks and Recreation within 120 days of the conveyance of the Park to the City. The City shall refund the escrowed Park Development Fee within 30 days of receipt of the request from the ~~Owner~~Developer. Any interest earned on the escrowed Park Development Fee shall remain with the City.

3.4 Waiver of Remaining Cash-in-Lieu Requirement. By this Agreement, the City waives the ~~Owner~~Developer's remaining cash-in-lieu fee of ~~\$96,058~~ for the Project.

Commented [SA23]: This will be optional; also see questions about CIL

Commented [LC24R23]: See revised

IV. Events of Default and Termination

4.1 Events of Default. The following shall constitute an Event of Default:

4.1.1 Either Party's failure to comply with any material provision of this Agreement shall constitute an Event of Default; or

4.1.2 ~~Owner~~Developer's sale of the Property or any portion of the Property upon which the Park is located during the Term of this Agreement without assigning ~~Owner~~Developer's interest in this Agreement to the purchaser as set forth in section 5.2, below.

4.2 City's Remedies. Upon an Event of Default by the ~~Owner~~Developer, the Director of Parks and Recreation, or her designee, shall provide the ~~Owner~~Developer with written notice of the Event of Default, outlining the specific failure/s to comply with a material provision of this Agreement. The ~~Owner~~Developer shall have the opportunity to cure for a period of thirty (30) days following the date of such written notice. At the end of such cure period, if all outstanding failures to comply with this Agreement are not rectified, this Agreement shall automatically terminate.

4.3 ~~Owner~~Developer's Remedies. Upon an Event of Default by the City, the ~~Owner~~Developer shall provide the Director of Parks and Recreation with written notice of the Event of Default, outlining the specific failure/s to comply with a material provision of this Agreement. The City shall have the opportunity to cure for a period of thirty (30) days following the date of such written notice. At the end of such cure period, if all outstanding failures to comply with this Agreement are not rectified, the ~~Owner~~Developer may elect to terminate this Agreement by providing written notice to the City.

4.4 Effect of Termination. Upon termination of this Agreement by either Party for any reason, the Park Development Fee shall no longer be escrowed, but shall permanently convey to the City for use for the purposes set forth in Chapter X.1 of the UDC for park development fees, and the cash-in-lieu fee waived by section 3.4, above, shall become immediately due and payable to the City by the ~~Owner~~Developer. Nothing in this section shall limit the City's remedies in case of termination.

V. Miscellaneous

5.1 No Impact Fee. Nothing in this Agreement, the Agreement itself, and the dealings between the Parties shall be considered an impact fee. ~~Owner~~Developer agrees and stipulates that all terms of Local Government Code section 212.904 have been met by the City, and that the City has not required as a condition of approval for ~~Owner~~Developer's development, or any portion

thereof, that ~~OwnerDeveloper~~ bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs. ~~OwnerDeveloper~~, its related entities, successors and assigns fully and forever releases and discharges the City, its past and present employees, officers, councilmembers, attorneys and other representatives, including City consultants (including city attorney and city engineer, and city bond counsel), from any and all claims, demands, controversies, and causes of action of every conceivable character, without limitation, including for breach of contract (including under Local Government Code sections 271.151-271.160), takings, exactions, negligence, and for any claims under any statute or code, local, state or federal, including under Local Government Code chapter 395, and the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code, including that the City's execution or performance of this Agreement or any authorized amendment or supplements hereto may constitute, either now or in the future, a "Taking" of ~~OwnerDeveloper~~'s, ~~OwnerDeveloper~~'s grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Private Real Property Rights Preservation Act. Any claims against the City, the City consultants (including city attorney, city engineer, and city bond counsel) and their respective employees and agents which are not specifically released above are hereby assigned in full to the City.

5.2 Remedies. The remedies available to the City and the ~~OwnerDeveloper~~ under this Agreement and Texas law are cumulative in nature.

5.3 No Third-Party Beneficiaries. This Agreement is solely for the benefit of ~~OwnerDeveloper~~ and the City and is not intended to be nor shall it be construed to be for the benefit of any third party. It is understood and agreed between the Parties that the ~~OwnerDeveloper~~, in performing its obligations thereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties.

5.4 Indemnification. ~~OWNERDEVELOPER~~ ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND INSURERS HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, ATTORNEYS FEES, LITIGATION EXPENSES, CAUSES OF ACTION, DEMANDS, LOSSES AND/OR DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY INCIDENTAL TO THE PERFORMANCE OF WORK OR SERVICES BY ~~OWNERDEVELOPER~~, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND INDEPENDENT CONTRACTORS. THIS INDEMNITY IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION OR DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, PUNITIVE DAMAGES, STRICT LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, FEDERAL AND STATE CIVIL RIGHTS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS CAUSES OF ACTION OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/OR INCURRED AND/OR

PAYABLE BY CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/OR INSURERS OR RISK POOLS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST OWNERDEVELOPER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, AND INDEPENDENT CONTRACTORS. OWNERDEVELOPER HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION AND THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF OWNERDEVELOPER HAS FULL AUTHORITY TO BIND OWNERDEVELOPER TO ~~THIS~~ THIS AGREEMENT AND ~~THIS~~ THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF TIDS INDEMNITY PROVISION BE HELD INVALID, VOID AND/OR UNENFORCEABLE, IT SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION. THIS PROVISION SURVIVES TERMINATION OR COMPLETION OF THIS AGREEMENT AND THE OBLIGATIONS CONTAINED HEREIN.

5.5 No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The City's failure to enforce any provision of this Agreement will not constitute a waiver or estoppel of the right to do so.

5.6 Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement cannot be assigned by the OwnerDeveloper unless written permission is first granted by the City, the assignee agrees to be bound by all terms and conditions of this Agreement, and the assignment includes a statement signed by the OwnerDeveloper and the requested assignee assigning the escrowed Park Development Fee to the assignee contingent upon the City's approval of the assignment of this Agreement. Any assignment made without meeting the required conditions is void. The City may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the OwnerDeveloper.

5.7 Notice. Notices required to be given to either Party to this Agreement shall be given by email, personally, or by nationally-recognized overnight courier or certified mail with return receipt requested to the party at its address as set forth below, and shall be deemed delivered one (1) day after the date deposited with the overnight courier and three (3) days after the date deposited in the United States' mail at the address provided below. Notice delivered by email will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed. If a party sending an email notice under this agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must no later than ten business days after sending the email message deliver a tangible copy of that notice as otherwise set forth herein.

For OwnerDeveloper by notice to:
Josey Lane LLC
Tom Andrews, Vice President
1717 Main Street Ste 2600,
Dallas, Texas 75201

Commented [LC25]: Please fill in

Lewisville, Texas

Subdivision Improvement Agreement
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tandrews@trigatecapital.com

For City by notice to:
Director of Parks and Recreation
City of Lewisville, Texas
191 Civic Circle
Lewisville, Texas 75067
sanaya@cityoflewisville.com

with a copy to:
City Manager
City of Lewisville, Texas
151 W. Church Street
Lewisville, Texas 75057
clairepowell@cityoflewisville.com

Either Party may change the address or email address to which notices are to be sent by giving the other Party written notice in the manner provided in this paragraph.

5.9 Severability. If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. In lieu of each invalid, illegal or unenforceable provision, there shall be added a new provision by written agreement of the Parties as similar in terms to such invalid, illegal or unenforceable provision as may be possible and yet be valid, legal and enforceable.

5.10 Jurisdiction and Venue. This Agreement concerns real property located in Lewisville, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Denton County, Texas.

5.11 Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

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

[signatures on the following page]

DATED this the _____ day of _____, 202__.

CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager

ATTEST:

Thomas Harris III, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

OWNER/DEVELOPER:

By: _____

Name: _____

Title: _____

Date: _____

OWNER/DEVELOPER'S ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on (date) by (name of acknowledging member, manager, authorized officer, or agent), a (member, manager, authorized officer, or agent) of Josey Lane LLC on behalf of Josey Lane LLC, a limited liability company.

Notary – State of Texas

Lewisville, Texas

Subdivision Improvement Agreement
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EXHIBIT A – PROPERTY DESCRIPTION

EXHIBIT B – PARK SITE PLAN

EXHIBIT C – PARK PLAN (ATTACHED UPON APPROVAL)

EXHIBIT D
PARK DEVELOPMENT STANDARDS ESTABLISHED IN THE HEALTHY
INFRASTRUCTURE PLAN AND GUIDELINES USED BY THE PARKS AND
RECREATION DEPARTMENT

PARK DEVELOPMENT AGREEMENT

STATE OF TEXAS

COUNTY OF DENTON

This Park Development Agreement (the “**Agreement**”) is made and entered into by and between _____, a [STATE] [CORPORATION TYPE] (the “**Developer**”) and the City of Lewisville, Texas, (the “**City**”), hereinafter collectively referred to as the “**Parties**”.

WHEREAS, the Developer owns the tract of real property described in **Exhibit A** and made a part hereof (the “**Property**”); and

WHEREAS, the City’s Unified Development Code (the “UDC”) requires the Developer to dedicate a certain amount of land to the City for use as parkland (“Parkland Dedication”) for a residential project being developed by Developer at [ADDRESS] (the “Project”), for the purposes set forth in Chapter X.1 of the UDC, and

WHEREAS, Developer intends to dedicate the Property to satisfy its Parkland Dedication requirements for the Project;

WHEREAS, the UDC requires the Developer to pay the City a park development fee for the purposes set forth in Chapter X.1 of the UDC (“Park Development Fee”); and

WHEREAS, the Developer wishes to fully develop a park (the “Park”) on the Property (the “Park Improvements”) meeting or exceeding the City’s park improvement standards and subsequently dedicate such Park to the City; and

WHEREAS, the City wishes to escrow the Developer’s Park Development Fee until such time as the developed Park is completed, determined to meet or exceed the City’s park improvement standards, and dedicated to and accepted by the City, and return the escrowed fee at that time, pursuant to section X.1.4.B of the UDC; and

WHEREAS, the Developer has agreed to dedicate a portion of the property for the Park to the City as shown in **Exhibit B** as part of its Parkland Dedication requirements; and

WHEREAS, pursuant to section X.1.4.B of the UDC, the Parties wish to enter into this Agreement detailing certain information regarding the completion of the Park improvements, the dedication of the Park to the City, and the escrow of the Developer’s Park Development Fee.

NOW, THEREFORE, the Parties agree as follows:

I. Term

1.1 The term of this Agreement shall commence on the date executed by authorized representatives of both Parties (the “Effective Date”) and shall continue in full force and effect until the Park Development Fee escrowed hereunder is refunded to the Developer, unless earlier terminated by either Party as set forth herein.

II. Developer Obligations

2.1 Park Improvements.

2.1.1 Approval of Improvements. The Developer shall submit a park plan including all proposed Park Improvements for the Park in accordance with section X.1.4.B of the UDC (the “Park Plan”) for approval by the City’s Director of Parks and Recreation (the “Director”). Such approval shall be provided in writing. The Park Plan shall be approved if found to be in compliance with all City ordinances and this Agreement. Developer shall not begin construction or installation of the Park Improvements until the Park Plan is approved as set forth herein. Once approved, the Park Plan shall be attached hereto as **Exhibit C**.

2.1.2 Park Plan. The Park Plan shall adhere to development standards established in the Healthy Infrastructure Plan and guidelines used by the Parks and Recreation Department, attached hereto as **Exhibit D**. No deviation from a standard in those documents which would require approval by the City’s Director of Parks and Recreation will be accepted.

2.1.3 Construction, Installation and Inspection. The Developer shall construct and install all Park Improvements in a good and workmanlike manner in accordance with all ordinances and the approved Park Plan. The Director of Parks and Recreation, or her designee, will be permitted to conduct periodic inspections during installation and provide a final inspection to verify conformance with the Park Plan prior to City’s acceptance of the Park. Prior to completion of the Park Improvements, the Developer shall provide the City with a copy of the application and subsequent report prepared by the Texas Department of Licensing and Regulation (TDLR) for compliance with the Architectural Barriers Act (Gov’t Code Sec. 469) for the Park Improvements.

2.1.4 Completion. Upon completion of the Park Improvements, the Director of Parks and Recreation or her designee shall perform a final inspection to ensure that Park Improvements were constructed and installed in accordance with the Park Plan. If the Director of Parks and Recreation is satisfied that the Park Improvements have been constructed and installed in accordance with the Park Plan and this Agreement, the Director shall issue a written letter outlining such to the Developer (the “Completion Letter”). Upon receipt of the Completion Letter, Developer will provide the City with as-built plans with a detailed, scaled drawing reflecting the exact location of the Park Improvements, as well as all documentation regarding design, maintenance, manufacturer’s warranties, or other documentation necessary for the ongoing maintenance of the Park Improvements. The Park Improvements shall be completed no later than June 30, 2026. The Director of Parks and Recreation may, but is not required to, extend this deadline by up to 120 days in her sole and absolute discretion.

2.2 Conveyance. Developer shall label the Property as an “open space lot” on the final plat initially submitted to the City. Upon completion of the Park Improvements and issuance of the Completion Letter as set forth in section 2.1.4, above, Developer shall amend the submitted plat in order to clearly convey the Park, including all Park Improvements, to the City as parkland, free and clear of any liens and at no cost to the City. The conveyance must be by and through dedicating the lot in fee simple to the City on a plat, free of all liens and encumbrances. The conveyance of the Park shall be completed, including filing any necessary documents with the appropriate county, by no later than _____. The Director of Parks and Recreation may, but is not

required to, extend this deadline by up to 120 days in her sole and absolute discretion.

2.3 Fee Escrow. Developer shall pay to the City the Park Development Fee of \$_____ at the time set forth in chapter X.1 of the UDC. Any interest earned on such fee shall belong to the City. Upon completion and acceptance of the Park, including the Park Improvements, by the City as set forth in section 2, below, and the conveyance of the Park to the City, the Developer may request that the escrowed fees be returned to the Developer in accordance with section 2.3, below.

2.4 Warranty for Maintenance Period; Maintenance Bond. The Developer warrants the Park Improvements will be designed and constructed in strict accordance with the Park Plan and free from defects. The Developer agrees to maintain and correct any defects for a period of two (2) years from the date the City accepts the construction of the Park Improvements (the "**Maintenance Period**"). The Developer shall correct and repair, or cause to be corrected and repaired, any defects in materials or workmanship of the Park Improvements that occur before and during the Maintenance Period due to any cause. The Developer shall also provide the City a two (2) year maintenance bond covering 100% of all Park Improvements prior to the start of construction.

III. City's Obligations

3.1 Inspection and Approval. The City may inspect the Park Improvements during and at the completion of construction to ensure compliance with the Park Plan, and the Director of Parks and Recreation, or her designee, may accept the Park Improvements in writing by issuing a Completion Letter, as set forth in section 2.1.4, above.

3.2 Notice of Defect. The City will notify the Developer if an inspection reveals that any portion of the Park Improvements is not constructed in accordance with the Park Plan or is otherwise defective. The City is not responsible for the construction of the Park Improvements, the quality of the material, or the construction or installation methods utilized. In addition, the City is not responsible under this Agreement for making continuous on-site inspections of the construction work and the City has no privity with or responsibility for the construction or installation contractor or any subcontractors.

3.3 Release of Escrowed Park Development Fee. Upon completion and acceptance of the Park, including the Park Improvements, by the City, and the conveyance of the Park to the City, the Developer may request that the escrowed Park Development Fee be returned to the Developer. Such request shall be made in writing to the Director of Parks and Recreation within 120 days of the conveyance of the Park to the City. The City shall refund the escrowed Park Development Fee within 30 days of receipt of the request from the Developer. Any interest earned on the escrowed Park Development Fee shall remain with the City.

3.4 Waiver of Remaining Cash-in-Lieu Requirement. By this Agreement, the City waives the Developer's remaining cash-in-lieu fee of \$_____ for the Project.

IV. Events of Default and Termination

4.1 Events of Default. The following shall constitute an Event of Default:

4.1.1 Either Party's failure to comply with any material provision of this Agreement shall constitute an Event of Default; or

4.1.2 Developer's sale of the Property or any portion of the Property upon which the Park is located during the Term of this Agreement without assigning Developer's interest in this Agreement to the purchaser as set forth in section 5.2, below.

4.2 City's Remedies. Upon an Event of Default by the Developer, the Director of Parks and Recreation, or her designee, shall provide the Developer with written notice of the Event of Default, outlining the specific failure/s to comply with a material provision of this Agreement. The Developer shall have the opportunity to cure for a period of thirty (30) days following the date of such written notice. At the end of such cure period, if all outstanding failures to comply with this Agreement are not rectified, this Agreement shall automatically terminate.

4.3 Developer's Remedies. Upon an Event of Default by the City, the Developer shall provide the Director of Parks and Recreation with written notice of the Event of Default, outlining the specific failure/s to comply with a material provision of this Agreement. The City shall have the opportunity to cure for a period of thirty (30) days following the date of such written notice. At the end of such cure period, if all outstanding failures to comply with this Agreement are not rectified, the Developer may elect to terminate this Agreement by providing written notice to the City.

4.4 Effect of Termination. Upon termination of this Agreement by either Party for any reason, the Park Development Fee shall no longer be escrowed, but shall permanently convey to the City for use for the purposes set forth in Chapter X.1 of the UDC for park development fees, and the cash-in-lieu fee waived by section 3.4, above, shall become immediately due and payable to the City by the Developer. Nothing in this section shall limit the City's remedies in case of termination.

V. Miscellaneous

5.1 No Impact Fee. Nothing in this Agreement, the Agreement itself, and the dealings between the Parties shall be considered an impact fee. Developer agrees and stipulates that all terms of Local Government Code section 212.904 have been met by the City, and that the City has not required as a condition of approval for Developer's development, or any portion thereof, that Developer bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs. Developer, its related entities, successors and assigns fully and forever releases and discharges the City, its past and present employees, officers, councilmembers, attorneys and other representatives, including City consultants (including city attorney and city engineer, and city bond counsel), from any and all claims, demands, controversies, and causes of action of every conceivable character, without limitation, including for breach of contract (including under Local Government Code sections 271.151-271.160), takings, exactions, negligence, and for any claims under any statute or code, local, state or federal, including under Local Government Code chapter 395, and the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code, including that the City's execution or performance of this Agreement or any authorized amendment or supplements hereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Private Real Property Rights Preservation Act. Any claims against the City, the City consultants (including city attorney, city engineer, and city bond counsel) and their respective employees and agents which are not specifically released above are hereby assigned in full to the City.

5.2 Remedies. The remedies available to the City and the Developer under this Agreement and Texas law are cumulative in nature.

5.3 No Third-Party Beneficiaries. This Agreement is solely for the benefit of Developer and the City and is not intended to be nor shall it be construed to be for the benefit of any third party. It is understood and agreed between the Parties that the Developer, in performing its obligations thereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties.

5.4 Indemnification. **DEVELOPER ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND INSURERS HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, ATTORNEYS FEES, LITIGATION EXPENSES, CAUSES OF ACTION, DEMANDS, LOSSES AND/OR DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY INCIDENTAL TO THE PERFORMANCE OF WORK OR SERVICES BY DEVELOPER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND INDEPENDENT CONTRACTORS. THIS INDEMNITY IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION OR DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, PUNITIVE DAMAGES, STRICT LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, FEDERAL AND STATE CIVIL RIGHTS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS CAUSES OF ACTION OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/OR INCURRED AND/OR PAYABLE BY CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/OR INSURERS OR RISK POOLS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST DEVELOPER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, AND INDEPENDENT CONTRACTORS. DEVELOPER HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION AND THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF DEVELOPER HAS FULL AUTHORITY TO BIND DEVELOPER TO THIS AGREEMENT AND THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/OR UNENFORCEABLE, IT SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION. THIS PROVISION SURVIVES TERMINATION OR COMPLETION OF THIS AGREEMENT AND THE OBLIGATIONS CONTAINED HEREIN.**

5.5 No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The City's failure to enforce any provision of this Agreement will not constitute a waiver or estoppel of the right to do so.

5.6 Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement cannot be assigned by the Developer unless written permission is first granted by the City, the assignee agrees to be bound by all terms and conditions of this Agreement, and the assignment includes a statement signed by the Developer and the requested assignee assigning the escrowed Park Development Fee to the assignee contingent upon the City's approval of the assignment of this Agreement. Any assignment made without meeting the required conditions is void. The City may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Developer.

5.7 Notice. Notices required to be given to either Party to this Agreement shall be given by email, personally, or by nationally-recognized overnight courier or certified mail with return receipt requested to the party at its address as set forth below, and shall be deemed delivered one (1) day after the date deposited with the overnight courier and three (3) days after the date deposited in the United States' mail at the address provided below. Notice delivered by email will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed. If a party sending an email notice under this agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must no later than ten business days after sending the email message deliver a tangible copy of that notice as otherwise set forth herein.

For Developer by notice to:

For City by notice to:
Director of Parks and Recreation
City of Lewisville, Texas
191 Civic Circle
Lewisville, Texas 75067
sanaya@cityoflewisville.com

with a copy to:

City Manager
City of Lewisville, Texas
151 W. Church Street
Lewisville, Texas 75057
clairepowell@cityoflewisville.com

Either Party may change the address or email address to which notices are to be sent by giving the other Party written notice in the manner provided in this paragraph.

5.9 Severability. If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. In lieu of each invalid, illegal or unenforceable provision, there shall be added a new provision by written agreement of the Parties as similar in terms to such invalid, illegal or unenforceable provision as may be possible and yet be valid, legal and enforceable.

5.10 Jurisdiction and Venue. This Agreement concerns real property located in Lewisville, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Denton County, Texas.

5.11 Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

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

[signatures on the following page]

DATED this the _____ day of _____, 202__.

CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager

ATTEST:

Thomas Harris III, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

DEVELOPER:

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER'S ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on (date) by (name of acknowledging member, manager, authorized officer, or agent), a (member, manager, authorized officer, or agent) of Josey Lane LLC on behalf of Josey Lane LLC, a limited liability company.

Notary – State of Texas

EXHIBIT A – PROPERTY DESCRIPTION

EXHIBIT B – PARK SITE PLAN

EXHIBIT C – PARK PLAN (ATTACHED UPON APPROVAL)

EXHIBIT D
PARK DEVELOPMENT STANDARDS ESTABLISHED IN THE HEALTHY
INFRASTRUCTURE PLAN AND GUIDELINES USED BY THE PARKS AND
RECREATION DEPARTMENT