

# Bellwood Recreational Area Report



View of Lake Bellwood

## HISTORY

The origin of Lake Bellwood dates back to 1894 when the City of Tyler constructed an earthen dam across Indian Creek. The 185-acre lake created by the dam became known as Lake Bellwood and served as a source of water for Tyler until 1950. Today, the dam is listed on the National Register of Historic Places as a historic structure, due to the special process used to create this hydraulic-fill dam.

## CURRENT CONDITIONS

Total Planning Boundary including water: 345 Acres

The City of Tyler Water Utilities Department maintains the Bellwood Lake property which is approximately 160 acres. The main purpose of the lake continues to be that of a reserved surface water source for public consumption. The City of Tyler does not currently pump water out of the lake for drinking water purposes, but does reserve the right to do so should the need ever arise. Therefore, drinking water quality in this lake is of the utmost importance to the City.



Railroad truss over entry road



Entry road from 64

Historically Bellwood Lake and the natural areas surrounding the lake have been underutilized given the proximity of the lake to Tyler proper. Most of the city owned property has been left undisturbed and in a natural state.



New boat ramp

The entrance road from Highway 31 is in poor condition and provides limited access to the recreational area due to an overhead rail road trellis. Perception of the park currently is that the area is dangerous and being used for illicit activities. While this is not a quantifiable statement, perception is reality as it relates to why the area is not being utilized more.

Within the planning boundary there are currently several dirt trails, paths, and wildlife trails which meander through the woods. Visibility to the lake is limited; therefore, opportunities for view corridors showcasing the lake are desirable.



Picnic table

A new boat ramp has recently been installed and new trash containers are placed throughout the area. Tyler Water Utilities has several existing facilities around the lake including a lift station, water tower, and pumping facilities. Several picnic areas with tables are scattered throughout a 6-7 acre portion of the property.

The picnic tables vary in condition, but some could be restored due to the historic nature of construction. The open area north of the boat ramp is mowed and well maintained. The underbrush has been cleared to allow the larger trees to be showcased. The Ski Club, fisherman, and some Cascade Homeowners are among those users who currently operate motorized boats on the lake.



Existing trail area

The south side of the lake has been recently annexed and developed in conjunction with a golf course as part of the master planned Cascades development. As an outcome of the Tyler 21 process, the city began to recognize the advantages for recreational opportunities that existed as a result of the unspoiled natural beauty of Lake Bellwood. With this in mind, annexation procedures were initiated on the land owned by the city located along the north side of the lake and a master plan was commissioned.

## PUBLIC INVOLVEMENT

As part of the Bellwood Recreational area master planning effort several interest groups were consulted for input. Those groups include the Tyler Audubon Society, East Texas Trekkers, Tyler Parks and Recreation Board, Northeast Texas Public Health District, Cascade Homeowners Association, Texas Parks and Wildlife, Tyler Ski Club, Bellwood Resort, L.L.P, Loop 323 L.L.P, East Texas Woods and Waters Foundation and the Cascades developer. All of these groups were very passionate about Lake Bellwood. The common theme from all of these meetings continued to be that Bellwood Lake is a wonderful area containing so much natural beauty which could offer the citizens of Tyler and East Texas the opportunity for first class recreation. Many of the groups also expressed interest in trails. Trails for exercise and trails for viewing the unique flora and fauna that exists within this area. Also important were a trail connection to the south side of the lake and ultimately a connection to Lindsey Park. Discussion also turned to the importance of access to the area. Currently access is provided from S. H. 31. In order for the recreational area to be utilized, access must be provided from Loop 323.

Preservation of the area was also a top priority for many of the groups. Water preservation was mentioned. Texas Parks and Wildlife in partnership with the City of Tyler has worked tirelessly to maintain healthy aquatic vegetation on the lake including eradicating the hydrillia which consumed the lake several years ago. Fishing has been above average on Bellwood Lake and anglers within the area want to continue using the lake for fishing. Natural open space preservation was mentioned. Maintaining a natural area or state which preserves the beauty and uniqueness of East Texas was crucial to these groups.

Maintaining the vegetation and trees in as natural of a state as possible; however, recognizing the need for some areas that will include active recreational elements such as a playground. Requested was that any improvements to the area be in harmony with the natural setting.

Also vital was the ability of the public to use the area in a variety of ways including nature based recreation and water based recreation.

In discussing water based recreation, the conversation included the safety issues related to allowing motorized boats on the lake and the need for regulation and enforcement. Parking and access for the area was also an issue.

Parking is needed for the facilities; however, designing these parking areas to blend in with the natural setting was very important. Additionally, various groups have taken the time to draft some recommendations to the City and those are attached.

## **RECCOMENDATIONS**

### **Pavilion**

More than one pavilion should be planned. The pavilions shall be terraced into the natural landscape and be large enough to accommodate a variety of venues and events outdoors. The pavilions should be located proximate to the other active elements in order to provide maximum utilization. Additionally, the pavilions must be located at a higher elevation in order to provide optimum views of the lake. The vision would be pavilions tucked in to the trees surrounded by lush public gardens and constructed of high end materials including rock or brick.

### **Plaza**

The plaza would be located near the pavilion and provide a large space for public art, or a water feature. Areas for seating would also be included. Construction of the plaza should contain a terraced flag stone patio that would provide an architectural element. The plaza is intended to be an extension of the pavilions and to make connections to the other recreational features.

### **Playground**

The playground should be tucked in to the landscape and be constructed of natural materials in order to blend with the natural environment.

### **Sprayground**

The sprayground is included to allow for additional active recreation opportunities to draw users to the area. The sprayground should be tucked in to the landscape and be constructed of natural materials in order to blend with the natural environment.

### **Boating**

The lake will be open to boats. However, these boats will be restricted to idle only with no wake. Personal water craft should be strictly prohibited given the size of lake and safety concerns, and emphasis on preserving aesthetic beauty of the site. In order to regulate the restriction, enforcement will be necessary. Additional regulation would require permitting for those boats which access the lake.

A day permit could be purchased from the Water Department or from Kiosks on site. These permits would be limited to a certain number of boats daily. During recreation hours of operation, the city may need to have staff on site for enforcement.

### **Trails and critical connections**

Trails will be provided within the area creating a network of trails and connecting various points of interest. The trail will consist of a concrete backbone route with branches that loop around. These loops will be of a natural nature and lead people to areas of interest, such as wetlands or wildlife habitat viewing areas. Lighting will be critical along some of the improved trails; however, the more natural trails should remain unlighted. Lighting should be provided with lower pedestrian lights, which are not intrusive to the surrounding area. Up lighting should also be considered in areas which are more developed.

The trail should connect to the south side of the lake providing a critical neighborhood connection to the Cascades. Boardwalks and bridges should be provided across those trails which meander over sections of the lake. These bridges will provide interest to the user.

### **Trail Head/Restroom Facilities**

Trails of this magnitude will be heavily utilized. With users comes the need for proper facilities. Information kiosks and restroom facilities will be needed at the site. Information would be provided that educates the user as to: type of trail, length of trail, viewing opportunities, and other pertinent information.

### **Trail Head/Restroom Facilities**

A trail and plaza area has been added to showcase the historic water tower with plaques to educate the park users about the history and significance of Lake Bellwood to the City of Tyler.

### **Natural Area**

There are very unique ecological habitats found throughout the Bellwood Recreation Area. These areas should be left in a natural state to enhance the environmental experience.

### **Parking**

Parking is necessary as the recreational area becomes more utilized. Parking should be installed to meet the needs of the facilities; however, parking areas should be fragmented in order to have the least amount of visual impact. Tree save areas and islands should be incorporated in to the parking areas to enhance the appearance. The number of spaces needed is directly related to the types of facilities at the site. The parking should be phased in over time.

### **Overall Access**

The main entrance utilized today is in very poor condition. A new access point from Loop 323 is planned, but the estimated completion date will be determined by development progress on the privately owned adjacent tracts. The new access point will be much more convenient for users. The city should be cautious spending money on improvements to the current access point, since it will be eliminated in the future. However, the new access is critical to the success of the recreational facility.



Existing Signage

### Signage

Signage should be themed and provide interest to the area. Trails should be clearly marked as well as hours of operation and other vital rules.

### City Maintenance

The City is ultimately responsible for maintenance of the site. Whether the area is maintained by the City or is maintained by contract with the adjacent developers. The same high standard should be applied.

### Strategic Land Acquisition

The City should look at acquisition of land and/or easements to provide trail connections east and west of the site.

### Wetland areas

There are several wetland areas throughout the site. These areas need to be clearly identified with signage. Even educational signage would create the opportunity for outdoor classrooms.

Boardwalks could be utilized near these areas for a more up close and personal experience. These environmental classrooms could be utilized by the schools.

### Texas Parks and Wildlife (as a partner)

Texas Parks and Wildlife provides a range of funding opportunities to assist with construction of recreational facilities. The City should pursue these grant opportunities to ease the burden of recreational improvements.



Existing TWU facilities

### Aesthetic improvements

The existing Tyler Water Utilities facilities could be visual enhanced in a variety of ways. The barbed wire fencing should be eliminated and other types of barriers utilized. Berms, landscaping, and wrought iron fencing should be added to enhance the overall appearance and the water tower painted possibly with murals and enhanced as well. Logo and signage could be added on the tower for visual interest.



Existing TWU facilities

### Swimming and beach area

Bellwood Lake is a naturally fed spring lake which offers clear cool water for swimming. An area should be planned to allow for lake access through a sandy beach.

## SUMMARY

In summary, the Bellwood Recreational area is a valuable resource to the citizens of the City of Tyler. Implementation of this overall master plan would allow this area to finally be utilized to its potential. While preservation of the lake as well as the natural vegetation was of the utmost importance when creating this overall plan, active elements such as the sprayground and playground were clustered so as to not disturb large portions of the site.

Funding for this project could come from a number of sources including Texas Parks and Wildlife grant programs, private/public partnerships, as well as the City's general fund. It is important to note however, that we would not recommend the city spend any dollars on implementation until better access is provided by the extension of New Sunnybrook Road. As previously mentioned, the current access road is in poor shape, limited by the overhead rail road trellis and the location does not benefit the overall development of the site. From a recreational planning perspective, the access road should not extend through the overall site, but only make a connection to the edge of the site and terminate in to a parking area which is central to the overall site.

# APPENDIX

**LAKE USE AGREEMENT**

**THE STATE OF TEXAS**  
**COUNTY OF SMITH**

§  
§ **KNOW ALL MEN BY THESE PRESENTS:**  
§

**THIS LAKE USE AGREEMENT** (this "Agreement") is made and entered into effective as of June \_\_\_\_, 2009, by and between All Saints Episcopal School of Tyler, (hereinafter called "All Saints") and the City of Tyler ("hereinafter called "City") on the terms hereinafter set forth.

**RECITALS:**

**WHEREAS**, All Saints is the owner of and desires to develop the real property located in Smith County, Texas (the "School Property") which is more particularly described on Exhibit "A" attached hereto and made a part hereof as the campus for a premier college preparatory school in keeping with its mission; and

**WHEREAS**, the School Property is located adjacent to Bellwood Lake (herein so called), a lake facility owned by the City, and All Saints desires to construct certain piers, a boat launch, and necessary support facilities for its present and/or future water based educational activities and programs on a portion of Bellwood Lake located adjacent to the School Property on the North and East shoreline of Bellwood Lake; and

**WHEREAS**, City and All Saints desire to enter into this Agreement for the purpose of confirming their agreements in connection therewith; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and All Saints agree as follows:

1. This Agreement is executed in consideration of the promises and agreements of the parties as set forth in that certain Annexation Agreement of even date herewith executed by and between City and All Saints.
2. City and All Saints agree as follows:
  - (a) All Saints and its permittees, at their respective expense, shall be entitled to install a private boat launch and a fixed (but not floating) pier on a portion of Bellwood Lake adjacent to the School Property for use by All Saints and its permittees. All Saints, the owner of the School Property, or, if a third party is contracted by All Saints to operate the facility, shall be required to carry commercially reasonable liability insurance with respect to water based activities, will cause the City to be named as additional insured on such policy, and will provide evidence thereof to the City from time to time upon request.



- (b) All Saints and its permittees, at their respective expense, shall be entitled to install not more than 2 fixed (but not floating) piers into Bellwood Lake along the common boundary the School Property that fronts Bellwood Lake, which piers may extend into Bellwood Lake end approximately 20 feet beyond the mean waterline, and to install piers which extend more than 20 feet beyond the mean water line with the approval of the City's Manager of Water Quality and Production, which approval shall not be unreasonably withheld or delayed.
- (c) All Saints and its permittees, at their respective expense, shall be entitled to dredge required amounts of silt from areas in which the boat launch, and piers are to be constructed (subject to obtaining any required permits from the Army Corps of Engineers, if applicable).
- (d) All Saints and its permittees, at their respective expense, shall be entitled to operate fishing boats, pontoon boats, sailboats, canoes, crew or rowing shells, and paddle boats (provided that no two cycle engines will be permitted and personal watercraft will not be permitted), and to swim in portions of Bellwood Lake located adjacent to the boat launch, and piers contemplated hereunder.
- (e) Locations designated for swimming by All Saints and its permittees adjacent to the boat launch, and piers pursuant to subsection (d) shall be deemed areas designated for swimming, bathing, and wading for the purposes of Section 19-241 of the Tyler City Code.
- (f) All Saints, its successors and assigns shall not take or draw water from Bellwood Lake, except as may be authorized by the City's Manager of Water Quality and Production, upon such terms and conditions as may be imposed by the City in connection therewith. (However, the foregoing will not affect any permits, rights or agreements to draw water from Bellwood Lake which are currently existing between the City and All Saints or any affiliate.)

This Agreement shall be perpetual in duration. City hereby grants and conveys to All Saints, its successors and assigns an easement appurtenant to the School Property, for access, ingress and egress to Bellwood Lake for the purposes set forth above.

- 3. (a) To the extent that All Saints has constructed or installed piers pursuant to Section 2. All Saints, his grantees, successors, and assigns shall continue to have concurrent responsibility for maintaining, repairing, and keeping the facility in good condition.
- (e) All of the responsibilities set out in this Section 3 are concurrent.
- (f) City may enforce the responsibilities of this section. If a structure in Bellwood Lake is deemed by City to be a safety hazard, and the owner of such structure does not cause any hazardous conditions to be corrected within fifteen (15) days after such owner's receipt of written notice there of from the City, the City may

remove the structure. The cost of removal shall be the concurrent responsibility of the persons identified in subsections (a) - (c) of this section; provided however, that City shall initially seek to recover the cost of removal from the owner of the property immediately adjacent to the structure that is removed.

4. Each notice ("Notice") shall be in writing and shall be deemed to have been properly given or served if (a) personally delivered, (b) transmitted by postage prepaid, certified mail, return receipt requested, and addressed as hereinafter provided, or (c) delivered by commercial overnight delivery service. Any Notice shall be deemed to have been given on (i) the date of receipt if delivered personally, (ii) upon its deposit with the United States Postal Service if transmitted by mail, or (iii) upon its delivery to a commercial delivery service for next business day delivery, charges prepaid. By giving to the other parties at least ten (10) days' Notice thereof, any party shall have the right from time to time during the term of this Agreement to change the addressees thereof (and to specify as the addressees) thereof any other address(es) within the United States of America. Notices shall be addressed as set forth herein below:

If to City:                      City of Tyler  
   212 N. Bonner  
   Tyler, Texas 75702  
   Attn: City Manager

If to All Saints:                All Saints Episcopal School of Tyler  
   2696 S. SW Loop 323  
   Tyler, Texas 75701

5. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be to any extent held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. Nothing in this Agreement shall be construed to make any of the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other party.
8. Each party represents and warrants that this Agreement and the transactions contemplated hereby have been approved by all requisite actions applicable to such party and the consent or joinder of no other party is required in connection herewith.

- 9. In the event any person initiates or defends any legal action, proceeding to enforce or interpret any of the terms of this Agreement, or other action to enforce the payment of sums due hereunder (including any lien), the prevailing party in any such action, proceeding or other proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).
- 10. This Agreement is to be construed under Texas law, and all obligations of the parties created by this Agreement are performable in Smith County, Texas. This Agreement may be executed in multiple counterparts, each of which, when construed together, shall constitute one agreement.

Executed to be effective as of the Effective Date.

**City of Tyler:**

**All Saints Episcopal School of Tyler:**

By: \_\_\_\_\_  
Mark McDaniel, City Manager

By: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Cassandra Brager, City Secretary

\_\_\_\_\_

Approved:

Approved:

\_\_\_\_\_  
Gary Landers, City Attorney

\_\_\_\_\_

RECREATION AREA USE AND MAINTENANCE AGREEMENT  
FOR THE BELLWOOD LAKE RESORT DEVELOPMENT

This Recreation Area Use and Management Agreement ("Agreement") is made and entered into by and between Bellwood-Tyler Property Investment, L.P., a Texas Limited Partnership (the "Developer"), and the City of Tyler (the "City"), a Texas home rule municipality, for the purposes and considerations stated below:

**Recitals**

Whereas, the Developer owns that certain tract of land consisting of approximately 27 acres more fully shown in Exhibit A attached hereto and made a part hereof for all purposes (the "Developer's Property");

Whereas the City owns the lake front property along Bellwood Lake, adjacent to the Developer's Property, as shown on the drawing marked Exhibit B, which is attached hereto and made a part hereof for all purposes (the "Recreation Area"); and

Whereas, the Developer and the City have entered into an Economic Development Program Grant Agreement (the "Development Agreement"), which provides in part for the Developer to make certain improvements to the Recreation Area and to provide certain maintenance services for the Recreation Area;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Term.**

(a) Except as otherwise provided in this Section, the initial term of this Agreement shall be for a period of ten (10) years from the "Program Effective Date" as that term is defined in the Development Agreement.

(b) Except as otherwise provided in this Section, this Agreement shall be renewed for up to four additional ten year terms. No notice or further action shall be required by the Developer or the City for this Agreement to be renewed on each ten year anniversary date.

(c) Notwithstanding the foregoing, if either party fails to comply with any term of this Agreement then written notice of the default shall be sent to the defaulting party. If the default is not cured within thirty (30) days from the date the notice is sent then the non-defaulting party may elect to terminate this Agreement.

**Section 2. Maintenance Requirements**

(2) No overnight parking shall be allowed with the exception of personnel employed by the Developer or under contract with the Developer while on duty.

(b) The City shall erect signs at each entrance to the parking area in the General Public Use Area, and at such other locations as the parties may agree to in writing, posting the parking restrictions. The signs erected pursuant to this Section shall generally conform to the diagram attached hereto as Exhibit F and made a part hereof for all purposes.

#### **Section 6. Permanent Buildings and Structures**

(a) Developer shall improve the Recreation Area as specified on the schedule of improvements attached hereto as Exhibit D and made a part hereof for all purposes. The final Landscaping/Improvement Plan shall be designed by the Developer in cooperation with the City. No permanent improvements shall be erected or constructed until the location and design of the improvement has been approved by the Developer and the City.

(b) No permanent commercial building or structure, other than the improvements listed on Exhibit D, shall be erected or constructed in the Recreation Area by either the City or the Developer without the prior written consent of the other. All permanent buildings and structures erected or constructed pursuant to this subsection shall be designed by the Developer in cooperation with the City and shall not be erected or constructed until the location and design of the building or structure has been approved by the Developer and the City.

(c) No clearing of City Owned land shall be allowed until after such physical changes, improvements, and/or clearing has been reviewed and approved by the City.

#### **Section 7. Default**

If either party should default with respect to any of its obligations hereunder and should fail, within thirty (30) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. The Complaining Party may exercise any other rights and remedies it may have under this Agreement or as provided by law which rights and remedies are cumulative.

#### **Section 8. Mutual Assistance**

The City and Developer shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions of this Agreement.

#### **Section 9. Representations by the City**

The City represents that:

(e.) City's obligations under this agreement are subject to Developer's fulfillment of all of its obligations set out in Exhibit D attached hereto and made a part hereof and any other obligations set out in the Economic Development agreement between these same two parties of the same date hereof.

#### **Section 11. Rights of Lenders and Interested Parties**

The City is aware that financing for the development and/or construction of the improvements to the Recreation Area may be provided, in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders, major tenants, equity partners and purchasers or developers of portions of the Developer's Property (collectively, "Interested Parties"). In the event of default by Developer, the City shall provide notice of such event of default at the same time notice is provided to Developer, to any Interested Parties previously identified to the City. If any Interested Parties are permitted under the terms of its agreement with Developer, to cure the event of default and/or to assume Developer's position with respect to this Agreement, the City agrees to recognize such rights of any Interested Parties and to otherwise permit such Interested Parties to assume all of the rights and obligations of Developer under this Agreement. The City agrees not to pursue remedies under this Agreement for a period of thirty (30) days after notice is given to such Interested Parties. Such Interested Parties will not, however, have a duty to cure any such default. The City shall, at any time upon reasonable request by Developer, provide to any Interested Party an estoppel certificate or other document evidencing that this Agreement is in full force and effect and that no event of default by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default). Upon request by any Interested Party, the City will enter into a separate assumption or similar agreement with such Interested Party, consistent with the provisions of this Section. Developer cannot pledge the City land referred to in this agreement for any financial reasons or as security for any loans to Developer.

#### **Section 12. Changes and Amendments**

Except as specifically provided otherwise in this Agreement, any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both parties to this Agreement.

#### **Section 13. Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Developer may assign all or part of its rights and/or obligations hereunder upon written consent of the City to such assignment.

#### **Section 14. Notice**

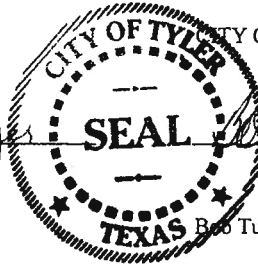
Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested,

EXECUTED and effective as of the 26 day of March, 2008, by the City, signing by and through its City Manager, duly authorized to execute same by action of the City Council and by Developer, acting through its duly authorized officials.

ATTEST:  
CITY CLERK

BY: \_\_\_\_\_

Cassandra Brager



CITY OF TYLER, TEXAS

Bob Turner, City Manager

APPROVED AS TO LEGAL FORM:  
CITY ATTORNEY

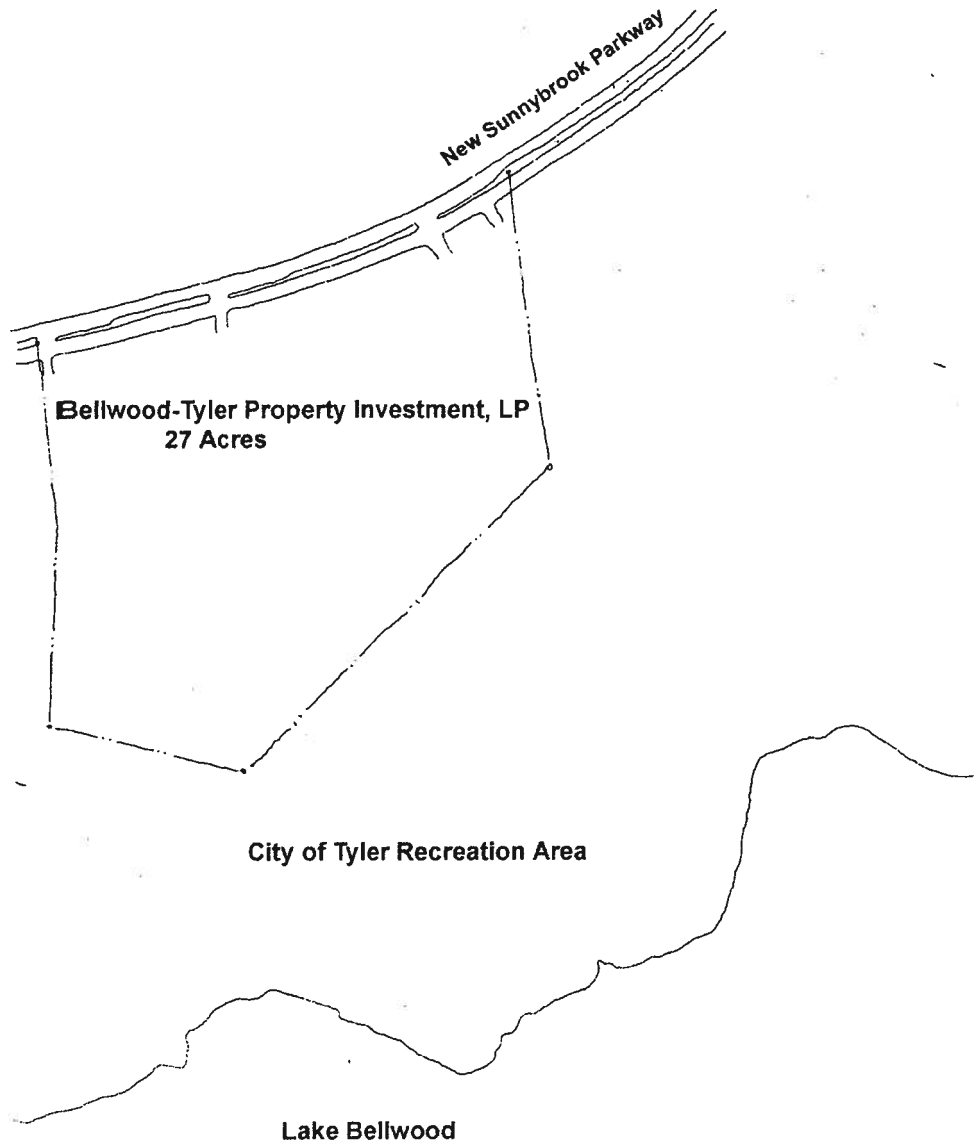
\_\_\_\_\_  
*Amy C. Sanders*

DEVELOPER:

Bellwood-Tyler Property Investment, L.P.,  
a Texas limited partnership

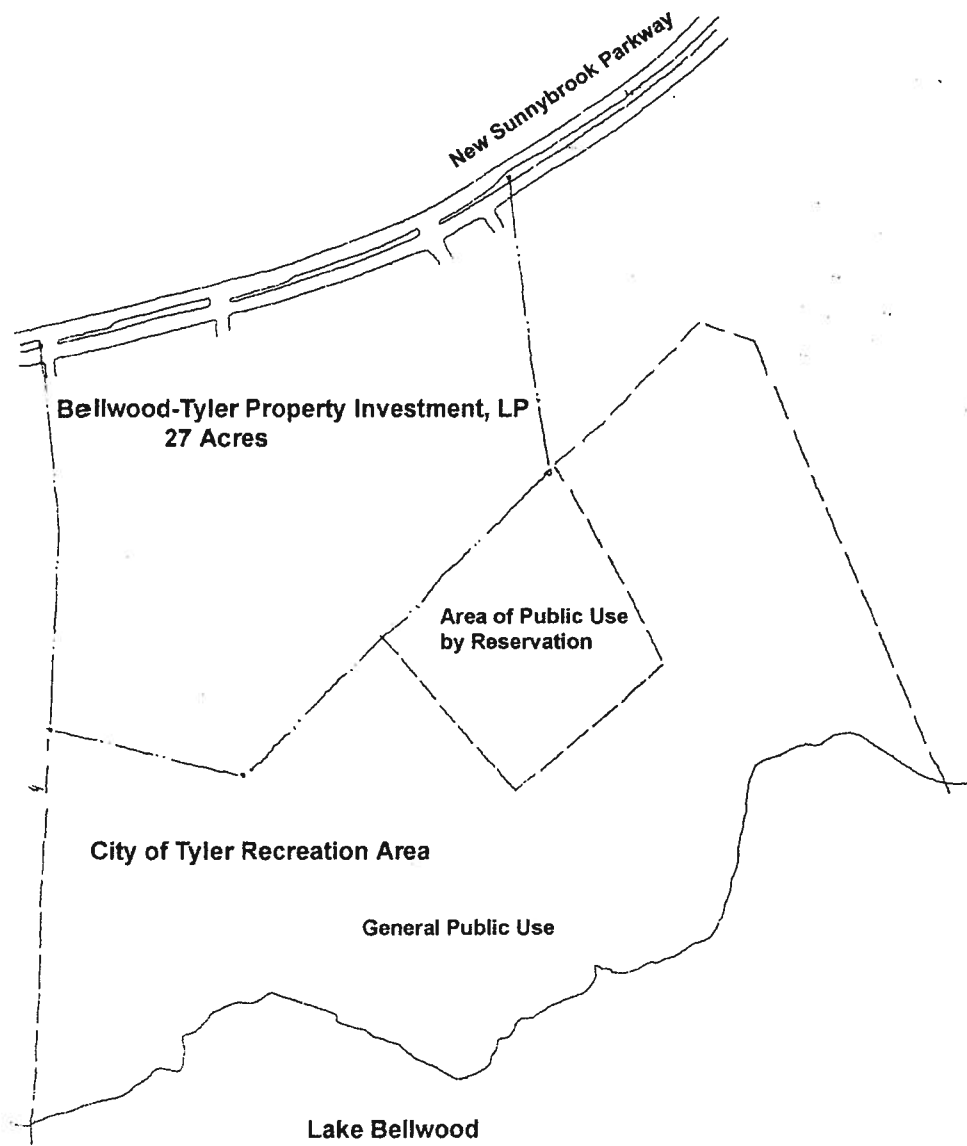
By: \_\_\_\_\_

List of Exhibits:



**Exhibit A**  
Bellwood Lake Resort





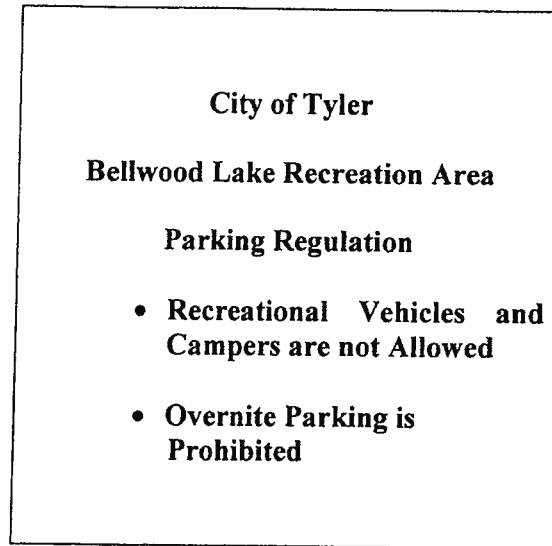
**Exhibit C**  
Bellwood Lake Resort

Exhibit D  
(Page 2 of 2)

- \* The majority of the funds, \$1,800,000, will be spent on the general public use area. The public area, 7 acres next to the hotel/conference center, will have \$200,000 of improvements.
- \* General Public Use Area - The approximate \$1,800,000 of improvements will include, but not be limited to, parking for 175 cars, a minimum of 5,700 linear feet of trails for hiking, biking, maintenance vehicles, a building for food concession/public restrooms, boardwalks to allow public access to the water's edge and extend over the water with a dock, and a beach area for public enjoyment. It is anticipated that the cost will likely exceed \$2,000,000 because of unknown factors in making the site usable while at the same time preserving as much of it's naturally state as possible.
- \* Public Area subject to Special Event Permit-This area of approximately seven (7) acres is adjacent to the hotel/conference center and can be used more directly with events, meetings and conferences at the hotel, but also by the public in general. The improvements to this area will include elements necessary for outdoor meetings and events in association with conferences and hotel events. Improvements beyond landscaping may include gazebo and/or trellis type structures for ceremonies/podiums, elements necessary for outdoor table and seating setups and infrastructure for cleanup and maintenance.
- \* No improvements will be installed or built nor any clearing or other related work done on City property until after such activities have been reviewed and approved by the City.

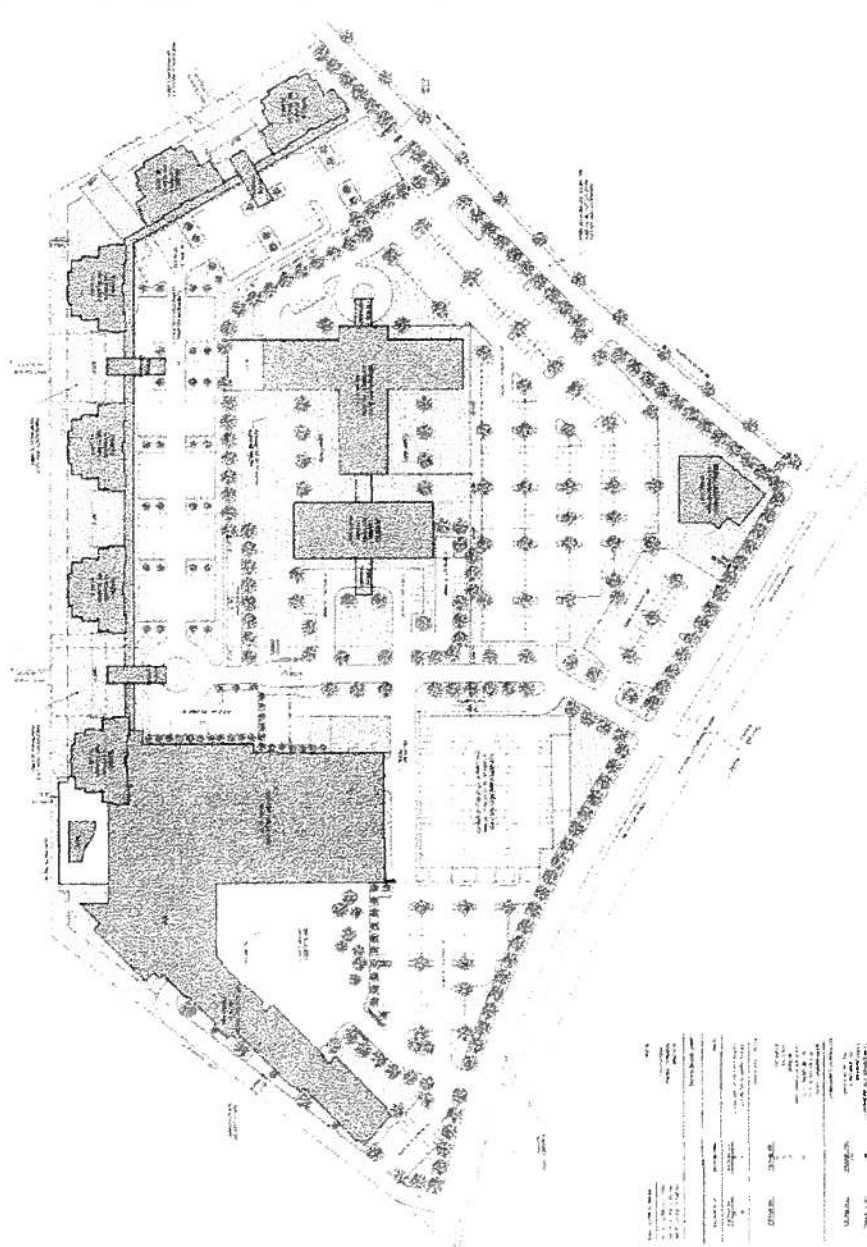
**Posted sign explaining the parking  
restrictions for the parking lot in the  
Recreation Area.**

**(actual design shall be coordinated with the design elements  
in the Recreation Area)**



**Exhibit F  
Bellwood Lake Resort**

GENERAL SITE PLAN



**PROPERTY SUMMARY**

Item	Quantity	Notes
Acres	10.00	
Buildings	1	
Parking Spaces	150	
Landscaping	100	
Utilities	1	

RESORT HOTEL & CONDO  
**BELLWOOD LAKE RESORT**  
 TYLER, TEXAS

Page: 1 of 4  
 EXHIBIT "A"

ORDINANCE NO. O-2008-81

2

**ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT  
FOR THE BELLWOOD LAKE RESORT DEVELOPMENT**

This Economic Development Program Grant Agreement ("Agreement") is made and entered into by and between Bellwood-Tyler Property Investment, L.P., a Texas Limited Partnership (the "Developer"), and the City of Tyler (the "City"), a Texas home rule municipality, for the purposes and considerations stated below:

**Section 1. Authorization.**

This Agreement is made pursuant to the Economic Development Programs provisions of TEX. LOCAL GOVERNMENT CODE, Chapter 380 (the "Economic Development Act") to promote local economic development and to stimulate business and commercial activity in the City and TEX. TAX CODE, Chapter 351 (the "Municipal Hotel Occupancy Tax Act") to promote tourism and the convention and hotel industry in the City.

**Section 2. Definitions.**

*"Actual Cost"* or *"Actual Cost of the Public Participation Improvement"*, means the actual amount of money paid for the design and construction of the Public Participation Improvement. The parties agree and understand that the Actual Cost of the Public Participation Improvement may exceed estimated costs but the Program Grant shall not exceed the amount of the Actual cost of the Public Participation Improvement.

*"Developer"* means Bellwood-Tyler Property Investment, L.P., a Texas Limited Partnership, its successors, or any party to whom Developer may assign this Agreement in whole or in part, with the consent of the City.

*"Hotel Tax"* means the tax imposed by City Ordinance and collected on the price of a room in a hotel as authorized by §351.002 of the Texas Tax Code.

*"Recreation Area"* means the City owned land along Lake Bellwood adjacent to the Property, as shown on the drawing attached to this Agreement as Exhibits B & C and made a part hereof for all purposes;

*"Recreation Area Improvements"* means the improvements more fully described on Exhibit D entitled Bellwood Recreation Area, which is attached hereto and made a part hereof for all purposes.

*"Program Effective Date"* means the date that the Developer opens the hotel and convention center to the public for business, and the Road Improvements and Recreation Area Improvements have been substantially completed and accepted by the City. Within thirty days

(b) Developer consents to and the City shall partially manage the Public Participation Improvement to the extent necessary for the facility to qualify for the grant of the hotel tax to Developer pursuant to the Municipal Hotel Occupancy Tax Act. In particular, the City shall partially manage the Public Participation Improvement in an oversight capacity to verify that the facility is being used and continues to be used as a "Convention Center Facility" or "Convention Center Complex" as those terms are defined by the Municipal Hotel Occupancy Tax Act.

#### **Section 5. Public Participation Improvement**

As consideration for the Program Grant and subject to the conditions set forth in Section 7 of this Agreement, Developer shall construct the Public Participation Improvement on the Property owned by the Developer and more fully described on Exhibit A attached hereto and made a part hereof for all purposes. Developer estimates the cost of the Public Participation Improvement at five million six hundred thousand dollars (\$5,600,000).

#### **Section 6. Other Developer Obligations**

Subject to the conditions set forth in Section 7 of this Agreement, Developer shall:

(a) Make the Recreation Area Improvements. The Recreation Area Improvements shall be designed and constructed to create a first class lake front that is visually interesting and that reflects an attention to detail. The Recreation Area Improvements, valued at not less than two million (\$2,000,000.00) dollars, are more fully described on Exhibit D entitled Bellwood Recreation Area, which is attached hereto and made a part hereof for all purposes.

(b) Maintain the Recreation Area Improvements. The Recreation Area will be maintained by the Developer pursuant to the separate Recreation Area Use and Management Agreement.

(c) Construct the Road Improvements. The road shall be constructed according to City specifications. Developer estimates that the cost of the Road Improvements will be not less than four million five hundred thousand dollars (\$4,500,000).

#### **Section 7. Conditions to Developer's Obligations**

The Developer's obligations under Sections 5 and 6 of this Agreement are conditioned on the following terms:

- (a) Approval by the City of a subdivision plat dedicating the right-of-way for the Road Improvements;
- (b) Approval by the City of an application to change the zoning of the Property to permit the construction and operation of a hotel, convention center, retail shops,

**Section 12. Representations by the City**

The City represents that:

(a) The City is a home rule Texas municipal corporation and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations hereunder;

(b) The City knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed in writing to the Developer;

(c) The City knows of no law, order, rule or regulation applicable to the City or to the City's governing documents that would be contravened by, or conflict with the execution and delivery of this Agreement.

(d) This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Subject to the indemnity provided by Section 11 of this Agreement, the City will defend the validity of this Agreement in the event of any litigation arising hereunder that names the City as a party or which challenges the authority of the City to enter into or perform its obligations hereunder. The City hereby waives its immunity from suit. The City recognizes that Developer intends to commence construction and expend substantial monies in reliance upon the accuracy of the representation and warranty of the City as set forth in this Section 12.

**Section 13. Representations and Warranties by Developer**

Developer represents that:

(a) Developer is a Texas limited partnership duly organized and validly existing under the laws of the State of Texas and is qualified to do business in the State of Texas; has the legal capacity and the authority to enter into and perform its obligations under this Agreement;

(b) The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement;

(c) Developer knows of no litigation proceeding, initiative, referendum, or investigation or threat of any the same contesting the powers of the City, the Developer or any of its principals or officials with respect to this Agreement that has not been disclosed in writing to the City; and

(d) Developer has the necessary legal ability to perform its obligations under this Agreement and has the necessary financial ability, through borrowing or otherwise, to construct the improvements. This Agreement constitutes a valid and binding obligation of the Developer,

**If to the Developer:** Bellwood-Tyler Property Investment, L.P.  
414 South Broadway  
Tyler, Texas 75702

**If to the City:** City of Tyler  
City Manager  
212 N. Bonner  
Tyler, TX 75702

**Section 18. Venue**

The obligations of the parties to this Agreement are performable in Smith County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Smith County, Texas.

**Section 19. Applicable Laws**

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable State and federal laws.

**Section 20. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

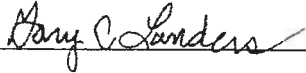
**Section 21. Legal Construction/Partial Invalidity of Agreement**

If a court of competent jurisdiction finds any provision of this Agreement to be invalid, illegal, or unenforceable as to any person or circumstance, such finding shall not render that provision invalid, illegal, or unenforceable as to any other persons or circumstances. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefor another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefor in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).

**Section 22. No Joint Venture**



APPROVED AS TO LEGAL FORM:  
CITY ATTORNEY

BY: 

DEVELOPER:

Bellwood Tyler Property Investment, L.P.,  
a Texas limited partnership

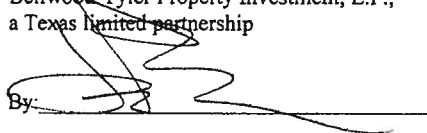
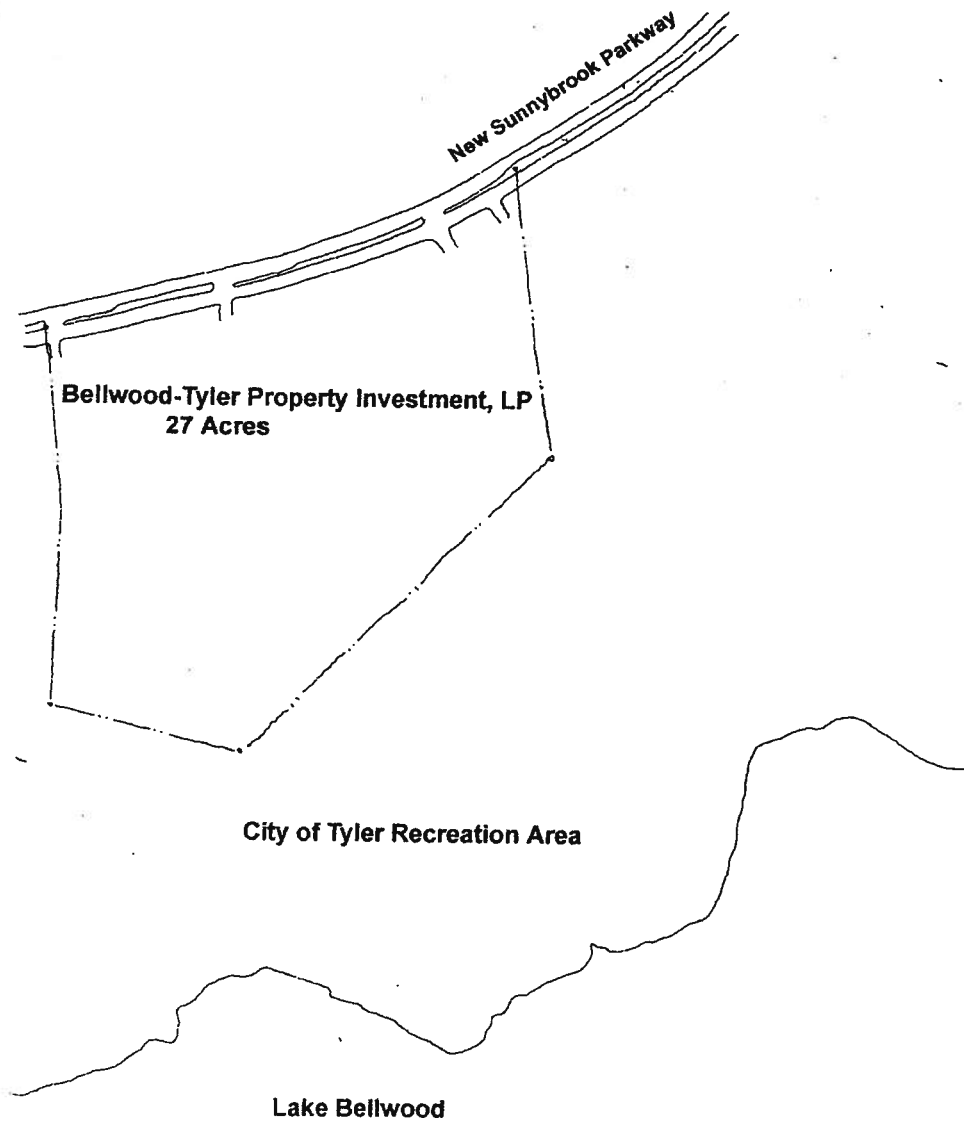
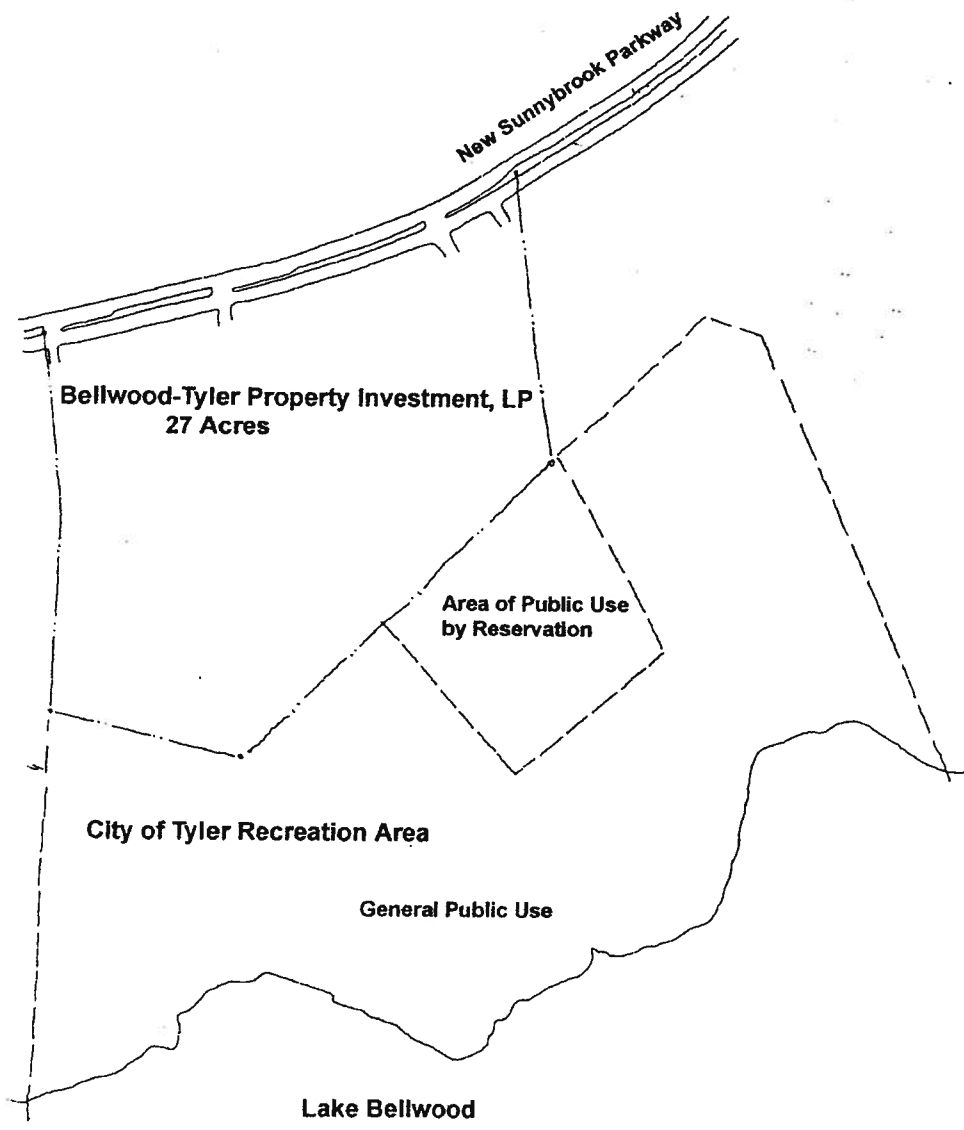
By: 

Exhibit A = Drawing of 27 acre tract where resort will be built and subject to Economic Development Program Grant Agreement and partial management agreement by City of Tyler  
Exhibit B = Drawing of Recreation Area owned by City and to be subject to a Maintenance Agreement with Developer  
Exhibit C = Recreation Area shown in Exhibit B and also showing Special Event Permit Area  
Exhibit D = List of Improvements to be provided by Developer  
Exhibit E = Drawing of location of road to be built, 2 pages with one referring to the 1,595 acres provided by Developer & one referring to 11.902 acres on others' land  
Exhibit F = Legal description of the 2 tracts of land needed for the road to be built

*(Note: Exhibits A – D are the same for both documents, with Exhibits E & F being unique and different for each document)*



**Exhibit A**  
Bellwood Lake Resort



**Exhibit C**  
Bellwood Lake Resort

Exhibit D  
(Page 2 of 2)

- \* The majority of the funds, \$1,800,000, will be spent on the general public use area. The public area, 7 acres next to the hotel/conference center, will have \$200,000 of improvements.
- \* General Public Use Area - The approximate \$1,800,000 of improvements will include, but not be limited to, parking for 175 cars, a minimum of 5,700 linear feet of trails for hiking, biking, maintenance vehicles, a building for food concession/public restrooms, boardwalks to allow public access to the water's edge and extend over the water with a dock, and a beach area for public enjoyment. It is anticipated that the cost will likely exceed \$2,000,000 because of unknown factors in making the site usable while at the same time preserving as much of it's naturally state as possible.
- \* Public Area subject to Special Event Permit-This area of approximately seven (7) acres is adjacent to the hotel/conference center and can be used more directly with events, meetings and conferences at the hotel, but also by the public in general. The improvements to this area will include elements necessary for outdoor meetings and events in association with conferences and hotel events. Improvements beyond landscaping may include gazebo and/or trellis type structures for ceremonies/podiums, elements necessary for outdoor table and seating setups and infrastructure for cleanup and maintenance.
- \* No improvements will be installed or built nor any clearing or other related work done on City property until after such activities have been reviewed and approved by the City.

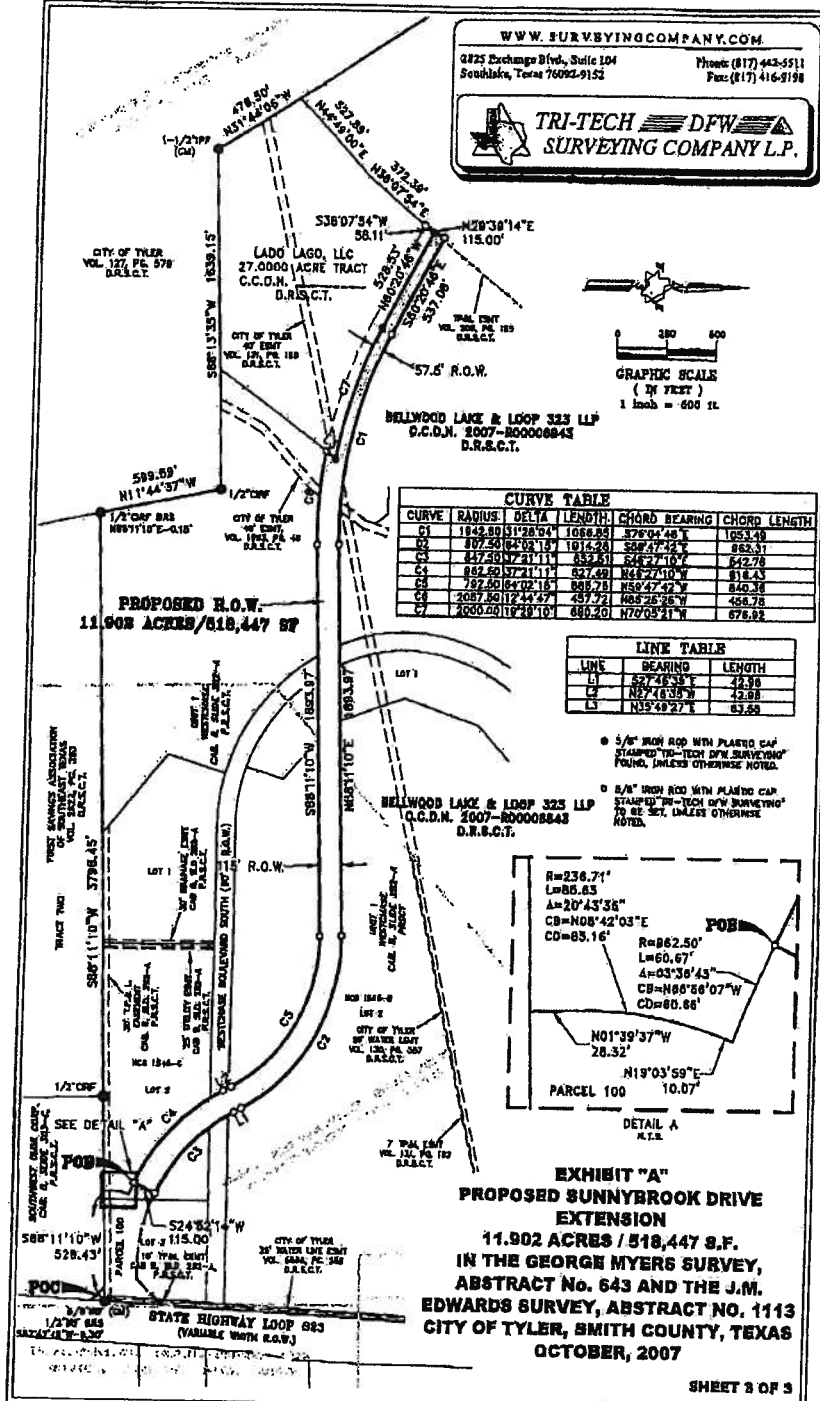


EXHIBIT E  
 P. 2 of 2

EXHIBIT F  
(p. 2 of 4)

North 60°20'46" West, a distance of 537.08 feet to a point in the westerly line of said Lado Lago Tract;

THENCE, North 38°07'54" E, along the westerly line of said Lado Lago Tract, a distance of 58.11 feet to a 5/8-inch iron rod with plastic cap stamped "TRI-TECH DFW SURVEYING" found for the north corner of said Lado Lago Tract;

THENCE, South 60°20'46" East, along the northeast line of said Lado Lago Tract a distance of 528.51 feet to a 5/8-inch iron rod with plastic cap stamped "TRI-TECH DFW SURVEYING" found for the beginning of a tangent curve to the left;

THENCE, continuing along the northeast line of said Lado Lago Tract and along said tangent curve to the left, having a radius of 2000.00 feet, a central angle of 19°29'16" and a long chord bearing of South 70°05'24" East, a distance of 676.98 feet, and an arc distance of 680.26 feet to a 5/8-inch iron rod with plastic cap stamped "TRI-TECH DFW SURVEYING" found for the northeast corner of said Lado Lago Tract;

THENCE, South 35°49'27" West, along the southeast line of said Lado Lago Tract, a distance of 63.55 feet to the POINT OF BEGINNING and containing a calculated area of 1.595 acres (69,485 square feet) of land.

Allen L. Brewster  
Allen L. Brewster  
Registered Professional Land Surveyor  
Texas Registration No. 4054

10/24/01  
Date



EXHIBIT F (p. 4 of 4)

THENCE, North 60°20'46" West, continuing along said north line, a distance of 528.53 feet to a 5/8-inch iron rod with plastic cap stamped "TRI-TECH DFW SURVEYING" found for the northwest corner of said Lado Lago Tract;

THENCE, South 38°07'54" West, along the westerly line of said Lado Lago Tract, a distance of 58.11 feet to a point;

THENCE, over and across said subject tract, the following seven courses:

North 29°39'14" East, a distance of 115.00 feet to a point;

South 60°20'46" East, a distance of 537.08 feet to the beginning of a tangent curve to the left;

Along said tangent curve to the left, having a radius of 1942.50 feet, a central angle of 31°28'04" and a long chord bearing of South 76°04'48" East, a distance of 1053.49 feet and an arc distance of 1066.85 feet to the point of tangency of said curve;

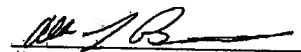
North 88°11'10" East, a distance of 1893.97 to the beginning of a tangent curve to the right;

Along said tangent curve to the right, having a radius of 907.50, a central angle of 64°02'15" and a long chord bearing of South 59°47'42" East, a distance of 962.31 feet and an arc distance of 1014.28 feet to the point of tangency of said curve;

South 27°46'35" East, a distance of 43.96 feet to the beginning of a tangent curve to the left;

Along said tangent curve to the left, having a radius of 847.50 feet, a central angle of 37°21'11" and a long chord bearing of South 46°27'10" East, a distance of 542.78 feet and an arc distance of 552.51 feet to the northwest corner of the aforementioned Parcel 100;

THENCE, South 24°52'14" West, along the northwesterly line of said Parcel 100, a distance of 115.00 feet to the POINT OF BEGINNING and containing a calculated area of 11,902 acres (518,447 square feet) of land.

  
Allen L. Brewster  
Registered Professional Land Surveyor  
Texas Registration No. 4054

10/24/07  
Date



Jane Purtle  
332 CR 3806  
Bullard, TX 75757  
(903) 894-9338

June 30, 2008

Ms. Stephanie Rollings  
Planning Concepts  
3815 Old Bullard Rd.  
Tyler, TX 75701


Dear Stephanie:

Thanks again for allowing Tyler Audubon Society to participate in the process of formulating the master plan for Bellwood Lake. As you may have read in the paper, we did oppose the rezoning of the 27-acre tract owned by the developers, asking that the action be postponed until you had presented your final plan.

Attached are recommendations that Tyler Audubon has formulated from suggestions of our members and the research we have done. We welcome any questions and would be happy to meet with you and other interested parties as you are in the final phases of your work.

We attended a workshop on nature tourism sponsored by Texas Forest Trail and are excited about the possibilities for Bellwood Lake,

Sincerely,

  
Jane Purtle



## **Tyler Audubon Society Recommendations for Inclusion in Master Plan for Bellwood Lake Area**

As an organization devoted to the enjoyment and safekeeping of the natural world, Tyler Audubon Society has treasured Bellwood Lake as one of the few natural, publicly-accessible areas in close proximity to the city. As part of Tyler Audubon Society's primary objective to create an awareness of the natural world's beauty and problems by promoting an appreciation of birds, other wildlife, and habitat, the Society functions as an advocate both for nature and for a vibrant and healthy community.

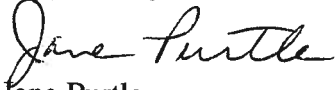
Tyler Audubon Society sees the Bellwood area as a unique and rare opportunity to create a nature tourism attraction. A nature tourism site in the city could not only serve the citizens of Tyler, but also provide a marketing asset to the planned convention center. At the same time, the land will be maintained as a natural habitat and resource for future generations.

### **Tyler Audubon Society recommends the following items for inclusion in the Master Plan:**

- 1. The Bellwood Lake area be maintained in as natural a state as possible. Its variety of natural habitats is unique within the city of Tyler.**
  - Reed beds, cattails, and all wetland features should be retained.
  - Large deciduous trees near the edges of Bellwood Lake be retained.
  - All native shrubs and underbrush be retained in as many areas as possible.
  - Dead trees for nesting cavities be retained in as many areas as possible.
  - As viable, present trails be maintained for minimal disturbance of habitat.
  - A no-wake policy on the lake be maintained and enforced.
  - Noise limitation ordinances be put in place.
  - Invasive species be removed from the area when practical.
  - Careful monitoring of run-off and toxicity of run-off as a result of planned commercial development in the area
- 2. The City of Tyler enlist the aid of Texas Parks and Wildlife Department to identify and evaluate the potential of the area as a nature tourism site. This potential includes birding, wildlife viewing, nature photography, low-impact trails, identification of native plants and other species.**
- 3. City-owned land be joined by a bridge behind the dam so that trails on the Cascades side of the lake and the city side of the lake will be fully accessible to the public. Public parking should be provided at the Cascades' trail head.**
- 4. The City of Tyler recognize the Bellwood Lake area as a natural habitat (outdoor classroom) for educational use by schools and make accommodation for it as such.**

- 5. Planners re-evaluate the placement of the 175-space parking lot inside the Bellwood Recreation Area (37 acres under maintenance contract), considering a location outside or adjacent to the Recreation Area.**

Respectfully submitted on behalf of Tyler Audubon Society,



Jane Purtle

Conservation Chair

June 30, 2008



P. O. Box 7042  
Tyler, Texas 75711  
[www.easttexasrekkers.com](http://www.easttexasrekkers.com)

July 1, 2008  
Janica P. Wood  
4722 Comanche Trail  
Tyler, TX 75707  
903-534-9301  
[jpw6391@msn.com](mailto:jpw6391@msn.com)

Members of American Volkssporting Asso.

Stephanie Rollings  
% Planning Concepts  
3815 Old Bullard Rd.  
Tyler, TX 75701

Dear Stephanie:

I have been working on some of the things we feel are important and should be considered for the planning of the Lake Bellwood Recreation Area.

I am enclosing a copy of our recommendations.

If you have any questions, please feel free to contact me.

Sincerely,

Janica P. Wood, President  
East Texas Trekkers

## **East Texas Trekkers Recommendation for the final Master Plan for the Lake Bellwood Recreation Area**

The East Texas Trekkers mission is to provide safe, fun, fitness and fellowship events for its members as well as anyone in the community that wishes to join them in their activities.

Because we are aware of the natural beauty around us as we walk in many state parks we are very concerned that the Lake Bellwood Recreation Area be developed to maintain the natural beauty of the Lake Bellwood area.

Lake Bellwood presents us with a very unique opportunity to develop a natural area and still maintain the serenity of the area by allowing us to enjoy the wildlife and flora-fauna that is abundant in this area.

### **The East Texas Trekkers would like to recommend the following to be considered in the Master Plan of Lake Bellwood Recreation Area.**

#### **1. To develop the Lake Bellwood Recreation Area into a unique facility that will allow everyone to come and enjoy nature to it's fullest while exploring the natural beauty of this area.**

- \* To preserve the wetland and the flora-fauna that inhabit them. Such are picture plants, reed beds, and cattails. To provide bridges or walkways to by pass these area's without disturbing these plants.
- \* To allow the large deciduous trees in the recreation area to remain in as natural state as possible, only trimming along the shore line and for safety reasons of the people who will be using the trails.
- \* To allow the native plants and shrubs to grow without disturbance except in rare cases for safety reasons.
- \* To preserve the dead or dying trees as nesting places for birds who inhabit these trees.
- \* Develop and maintain walking trails with a natural surface for walking. (No concrete, asphalt, rock, shavings etc. Natural dirt surfaces.
- \* To remove any invasive species that might be in the area allowing native plants to flourish.
- \* To enact a NO WAKE policy on the lake so that there would be minimum shoreline erosion.
- \* To post discrete signs at regular intervals that will give a GPS location for a 911 call incase someone needs assistance (This has been done on the Katy trail in Dallas)
- \* To restrict all trails to foot traffic only, except for police patrols.
- \* Avoid duplication of existing Tyler area park features and maximize unique Bellwood Lake features.

#### **2. Since we have a regional office of the Texas Parks and Wildlife Department in the Tyler Area, we need to seek their assistance in the development of this Recreation area.**

- \* Work with Ellen Buchanan Regional supervisor for help with this project.
- \* Ask their Archeologist (Todd McMeens) to spend time in the area for possible sites that we may not want to disturb when developing the trails)
- \* Work with Texas Parks and Wildlife to develop the trails with the least impact to the land.
- \* To apply for grants from the Texas Parks and Wildlife Department as well as other grants to develop this Recreation area into a spectacular nature area.

#### **3. Because the City of Tyler has an Arborist on staff and several employee's who are Horticulturists.**

- \* We need to enlist these city employees to help preserve the flora-fauna and to post signage for an interpretive trail.
- \* To provide safe viewing area's for observing birds and other wildlife.
- \* To provide benches at regular intervals for resting and enjoying the natural beauty of the recreation area.

**4. Since the City of Tyler owns the land around the lake and because there is a walking trail on the Cascades side, we need to provide a bridge to connect both sides of the trails, so everyone can enjoy all the trails. The City should also provide public parking at the Cascades' trailhead.**

\* To provide self composting toilets somewhere on the trail. (There are some at Lake Bob Sandlin State Park as well as other State Parks.)

\* To try to connect these trails with Lindsey Park so we can expand the natural areas for walking, birding, flora-fauna, and animal viewing.

**5. The City of Tyler allow schools to use this area as a outdoor classroom for educational purposes to any teaching facility.**

**6. To provide a safe play area for children with adequate restrooms available close by.**

\* Provide several picnic areas with one large group picnic area with a pavilion. With parking and accessible near the roads. No parking or play area's in the nature trail areas.

**7. To provide several piers on the lake for those wishing to fish and a boat launching ramp for those who wish to launch a small boat.**

**8. To re-evaluate the 175 space parking lot to be placed in the 37 acre site that the hotel is supposed to develop and place them into several smaller lots to create a more natural setting.**

**9. To post the open hours as Sun up to Sun down because this allows for the changes of seasons. (Could read: 30 minutes after Sun up and 30 minutes before Sun down.) This would allow for the safety of those in the Recreation Area. Signage also needs to read "No Fires or Over night camping in this Recreation Area." In addition because this is a city owned property it needs to also have signage to read "No Smoking, Firearms or Alcohol allowed"**

**10. That the City of Tyler have regular police patrols of this Recreation Area, with possible bike patrols during the busy months.**

**11. Maintain the existing buffer between the Lake Bellwood Recreation area and the developments that are pending on the abutting properties. It is ironic that the new Hilton hotel on South Broadway will be planting trees as a buffer between their hotel and the extension of the Rose Rudman trail as part of their agreement with the City while the Bellwood hotel has an agreement with the City that many fear will result in the removal of much if not all of the existing and natural buffer on the Lake Bellwood Recreation Area.**

Submitted by

Jan Wood, President  
East Texas Trekkers

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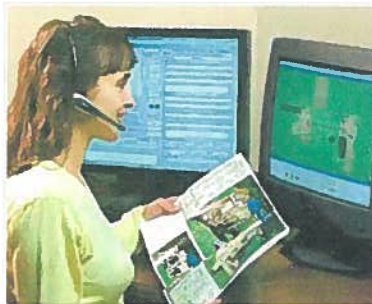
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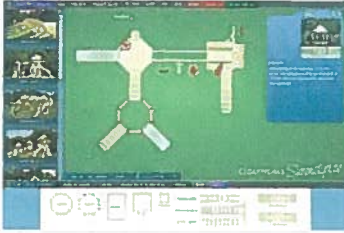
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## Cedar3D

Cedar3D is a companion to CedarDesigner that lets you view a three dimensional model of your custom swing set. Once you save your swing set design, just click the 3D button in CedarDesigner and watch your swing set come to life. Rotate, zoom in, zoom out, and explore every nook and cranny of your amazing creation.

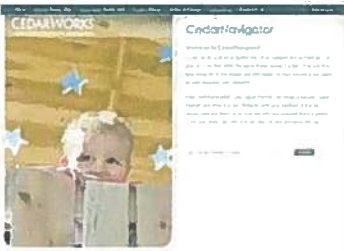
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Tyler  
from yellow pages

This company is in East Texas  
903-596-9236

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***Thank you for taking the time to see how we can help you with your playground.***

**Home Page**

**Commercial**

**Residential**

**Custom Equipment**

**Used Equipment**

**Playground Safety**

**Playground Links**

**Photo Gallery**

**Contact Play Safe**

Play Safe was established in April of 2002.

At the time, Doug Rutan was working for a national retail chain, assembling bicycles, toys, and displays for the company. Not long into his tenure at that company he was asked by the store manager if he would be willing to install swing sets for those customers who inquired about such a service.



After a couple of years providing installation services for people who needed / wanted help providing their children with safe equipment to play on, Doug realized there might be a need for someone who could provide such a service to the general public. And "Play Safe" became a business.

Initially we simply intended to provide help for people who needed assistance with taking on a project like building a swing set. Doug had the thought that there might be a few parents who would not buy a swing set simply because they wouldn't feel able to put it together. And he could help those people.

When Doug established "Play Safe" he asked the Lord to take over the company and run it as He saw fit. (Doug had no idea what was in store for him!)

Since our humble beginnings, Play Safe has expanded the services we offer to include;

- ***Installing Playground Equipment***
- ***Moving Playground Equipment***
- ***Building Custom Designed Equipment***
- ***Repairing Equipment, and Building Decks.***
- ***And we will travel!***



After installing "Pre-fabricated" wood swing sets for a couple years, Doug

***Prefabricated  
Play Systems  
ready to go!***



decided to put his wood working skills to use building playground equipment that would be built better than what is generally available.



At Play Safe, we build our custom equipment with attention to detail. As described on the "[Custom Equipment](#)" page, we incorporate methods to add longevity and safety to our designs.

We hope the information here is helpful to you. Please feel free to call us with any questions you may have. We're here to help you fulfill your playground needs and desires.

*Your imagination, is our only limitation!*

**903-596-9236**

[Home](#) / [Commercial](#) / [Residential](#) / [Custom Equipment](#) / [Playground Safety](#) / [Contact Play Safe](#) / [Playground Links](#)

*We're here to help you realize all of your playground needs and desires*

***Custom Designed Equipment***  
*Your imagination is our only limitation!*

**Home Page**

**Commercial**

**Residential**

**Custom Equipment**

**Used Equipment**

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**Contact Play Safe**

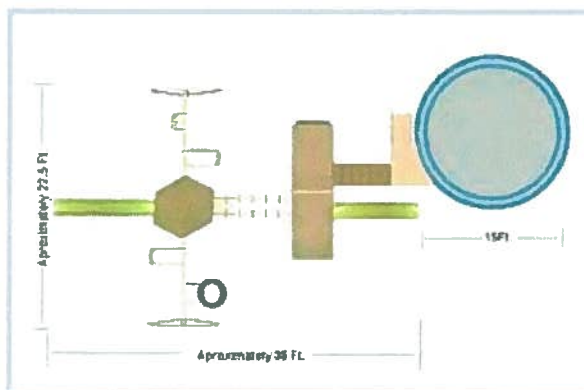
We design and build custom playground equipment to meet your desires. If you can imagine it, we can put it together for you!

Can't find a swing set that gets you excited for your children? Not thrilled about the "quality" of pre-fabricated kits you've seen?

If your looking for a swing set / playground that will really get your children motivated to get outside and away from the TV & computer, and you want to feel the equipment they are playing on is safe and will hold up to your rambunctious children, we can put together a playground that will keep everyone happy.

We use Computer Automated Drafting software to design our custom equipment to meet all of the needs and features you desire.

*Prefabricated  
Play Systems  
ready to go!*



From the simplest swing set to the most elaborate playground and everything in between we will put together a playground that will be there for generations to come. We don't build equipment for your children, we build it for your Grandchildren! With proper care and maintenance we intend for your children to be able to take their swing set with them when they grow up and have kids of their own.





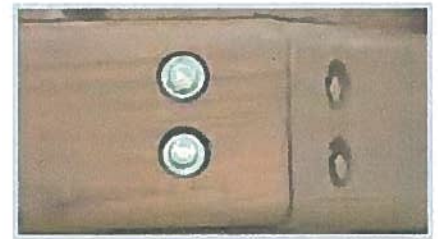
### *The Difference!*

When we build a custom swing set we incorporate many design features to enhance your child's play experience and give you the peace of mind knowing that they are safe.

Wherever two boards meet we create a fitted joint, so the pieces fit together like a puzzle. This technique provides rigidity and creates a more stable structure. Most "Kit" manufacturers simply use a lap joint (one board on top of the other) when their equipment is put together. A lap joint is not as secure as a fitted joint and the structure is prone to leaning.



We use stainless steel hardware and counter sink all hardware wherever possible. This helps to eliminate hazards to children when they play. Loose clothing can get caught on exposed hardware and children can get hurt if they scrape against exposed hardware.



We chamfer all exposed edges of wood components and sand smooth all exposed surfaces. This helps to retard splintering and a smooth board feels good to the touch. A rounded edge provides a softer impact surface than a sharp edge.



We create an "I-Beam" to hang the swings from. This provides a rigid structure that will better withstand the centrifugal forces applied when children swing. Next time you have an opportunity, look at the swing beam the swings are hung from when a child is swinging. A "ladder" structure or a wood beam tend to sway up and down and to and fro when a child swings from such a structure.



The process begins when we discuss what you would like to include in your

Play Set. We take the time to sit down with you and talk about your children; their likes and dislikes, their abilities, their play habits etc. and of course any special needs.

The we design a play set on the computer that will show all of the details you desire. Once we have a diagram ready we will submit a picture for your approval. At this point we can work out any further details. You can tell us what you'd like to change or add.

Once we have a design that you approve of we start the construction process.

These pictures show the computer diagram compared to the actual play set.



***Warning!***

***Having a playground in your yard may entice the children in your neighborhood to spend their play time at your house!***

**We may be entertaining angels without knowing it!**

**NEED A CUSTOM PLAYGROUND DESIGNED AND BUILT?**  
**CONTACT US TODAY!**

**903-596-9236**

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## BELLWOOD LAKE AREA SUGGESTIONS

1. Provide infrastructure to improve fishing opportunities for families.
  - a. Review successful operations at Tyler State Park
  - b. Include several well designed fishing piers.
  - c. Consider concession stand at a well designed pier with boat slips and paddle boat slips at a convenient site to provide
    1. boat rental
    2. bait
    3. life jackets
    4. paddles
    5. refreshments
    6. paddle boat rental
2. Provide parking
3. Provide boat ramps and loading pier.
4. Provide adequate night lighting at all locations
5. Provide electrical plugs for boat battery charging, etc.
6. Provide gate and locking system for pier with rental boats and concession stand.
7. Have Tyler Parks Department operate the park similar to the way Tyler State Park is operated by the Texas Parks and Wildlife Department.
8. For financing of improvements; consider hiring Mark Spencer with MHS Planning & Design to make applications for grants to the Texas Parks and Wildlife Dept.
9. Provide picnic areas and tables.
10. Provide restroom facilities.
11. Provide a trail system for the park.
12. Encourage the City of Tyler and the Texas Highway Department to plan and fast track the construction of the extension of 8<sup>th</sup> street to cross the west loop and provide access to the Bellwood Lake Property while also being extended to Highway 31 west.
13. Provide drinking fountains throughout the park. - PVC pipe throughout
14. Consider parking facilities and utilities for RV parking at the park.
15. Consider purchasing the property between the city property and the — rail road on the north side of the Bellwood Lake. This might include land swaps with the neighbors for their mutual benefit.
16. A road connecting The Cascade's addition, across the east end of the lake, to the new 8<sup>th</sup> street extension could provide better and safer access to all area landowners.



Comments:

I just read the article in the Tyler Morning Telegraph concerning the Cascades development and Bellwood Lake, and I must say I am confused.

When did Bellwood Lake suddenly become too small and shallow for motorized boats, such as bass boats? I have fished the lake numerous times, and I have never encountered a problem with operating my boat there. And, if the lake is too small and shallow for motorboat operation, how in the world did the Tyler Ski Club use it for so long?

I have an idea. Why don't we quit with the imaginary reasons why the city is considering banning motorboats on the lake and tell it like it REALLY is...

"The rich folks who are sinking their money into the area don't want fishermen to be able to use their motors on the lake. In fact, if they really had their way the common people of Tyler would be kept off the lake, period."

Bellwood Lake belongs to the people of the city of Tyler, and has for many, many years. It is a wonderful lake to fish, and I think attempts to limit its use in order to cater to rich developers and their clients is shameful.

Sincerely,

Tom Ward  
Tyler

Would you like us to contact you regarding this matter:

Yes

## Stephanie Rollings

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**From:** Greg Morgan [gmorgan@tylertexas.com]  
**Sent:** Thursday, June 05, 2008 9:51 AM  
**To:** Stephanie Rollings  
**Subject:** FW: Bellwood Lake

Here is my response to Mr. Ward.

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**From:** Greg Morgan  
**Sent:** Thursday, June 05, 2008 9:46 AM  
**To:** 'thomas.ward@uthct.edu'  
**Subject:** Bellwood Lake

Dear Mr. Ward:

I am writing in response to your e-mail inquiry regarding Bellwood Lake. Your contact is timely in that the City is currently developing a master plan for the Bellwood Lake property and is soliciting comments from the public and various organizations. Our goal is to enhance a valuable public asset for increased public use, while maintaining the ability to utilize the property for its original intended purpose of meeting the water needs of the citizens of Tyler. I will forward your e-mail to Planning Concepts, the firm assisting the City in the development of the aforementioned master plan.

As a user of Bellwood Lake, you are aware that the lake has historically been underutilized by the public, mainly due to the lack of easy access. One of the goals to be accomplished through the recent partnering between the City and developers will be the extension of a major thoroughfare from Loop 323 which will access Bellwood Lake, along with new, expanded parking and boat ramps.

With improved access and parking, we anticipate increased public utilization of the lake. Unfortunately, at only 180 acres, improved access could quickly overcrowd the lake with power craft. The obvious option for ensuring safety on the lake would be the banning of power craft altogether. However we recognized that this would alienate the historic users of Bellwood Lake, fishermen such as you. Therefore the City is considering the option of making the entire lake a "no wake zone". This will continue to allow the use of power craft in a way which will provide a safe, secure recreational facility for all citizens.

Regarding skiing, Bellwood Lake has always been a no ski lake, unless specifically authorized. The Tyler Ski Club, which is open to all citizens of Tyler, does have a contract with the city for skiing within a limited defined area. Making the lake a "no wake zone" will in fact eliminate the club's ability to ski. While the club has expressed disappointment in the potential lose of their ski area, they accept the overriding importance of public safety and embrace the overall concept of improving the entire recreational area.

Again, it is our goal not to limit the use of Bellwood Lake to a few select individuals, but to open up to all citizens what has been described as the "unknown jewel of Tyler, Texas".

Thank you for your interest and e-mail. If I may be of further assistance or if you have additional comments and concerns for consideration as we develop the Bellwood Lake master plan, please do not hesitate to contact me by return e-mail or at 903.531.1234

Sincerely

Greg Morgan  
Director, Utilities & Public Works

Gregory M. Morgan, P.E.



Director of Utilities & Public Works  
City of Tyler  
P.O. Box 2039  
Tyler, Texas 75710  
903.531.1234



## Stephanie Rollings

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**From:** John Webb [jwebb@tylertexas.com]  
**Sent:** Wednesday, June 04, 2008 10:59 AM  
**To:** Stephanie Rollings  
**Subject:** FW: From Website - Bellwood Lake concerns

FYI

-----Original Message-----

**From:** FastLaneN20@yahoo.com [mailto:FastLaneN20@yahoo.com]  
**Sent:** Tuesday, June 03, 2008 3:16 PM  
**To:** John Webb  
**Subject:** From Website - Bellwood Lake concerns

This message is from the cityoftyler.org webpage. The message below was entered by a user at IP:72.251.8.240 at 6/3/2008 3:16:17 PM. The return address of [FastLaneN20@yahoo.com](mailto:FastLaneN20@yahoo.com) was supplied by the user. This top portion is automatically generated by the site.

-----ORIGINAL MESSAGE-----

Those of us that have fished on Lake Bellwood for many years seem to be getting the shaft. You're considering changing it to a "No-wake zone because of its small size and depth, limiting its use to non-motorized personal watercraft". This lake is almost 200 acres and is too big to travel around all day with a paddle an/or a trolling motor. I also don't consider 20 feet deep to be shallow. That statement that was printed in the Tyler Paper is none-sense. The ciy is trying to cater to rich people that own and live in the Cascades development on the Lake.