Lewisville City Council

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

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

A G E N D A

LEWISVILLE CITY COUNCIL MEETING
DECEMBER 21, 2015

LEWISVILLE CITY HALL
151 WEST CHURCH STREET
LEWISVILLE, TEXAS 75057

WORKSHOP SESSION - 5:45 P.M.
REGULAR SESSION - 7:00 P.M.

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 5:45 P.M.

A. Debt Overview by First Southwest / Long Range Capital Funding Plan (Preliminary Recommendation)

B. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION - 7:00 P.M.

A. **INVOCATION:** Mayor Durham

B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:**
Deputy Mayor Pro Tem Tierney

C. **PRESENTATION:** Overview of Lewisville Lake Dam Status by the United States Army Corps of Engineers

D. **PUBLIC HEARINGS:**

1. **Public Hearing: Consideration of an Ordinance Amending the Zoning Ordinance in Order to Amend the Concept Plan for Hebron 121 Station; a Mixed Use Development on an Approximately 90.08-Acre Tract of Land out of the A.J. Hitchcock Survey, Abstract No. 614; the McKinney and William Survey, Abstract No. 936 and the B.B.B and C.R.R. Co. Survey, Abstract No. 144; Bounded by the DGNO Railroad to the East, Timber Creek to the West, SH 121 to the South, and Lakeside Circle to the North, and Zoned Mixed Use Ninety District (MU-90), as Requested by Riverside DPH, the Property Owner (Case No. PZ-2015-11-19).**

ADMINISTRATIVE COMMENTS:

The MU-90 zoning and associated concept plan for Hebron 121 Station was approved by the City Council on June 2, 2008. The original concept plan consists of 1,751 multi-family units throughout the development with 20,000 square feet of office/retail space on the ground floor of a curved building located at the end of a large central promenade. The first three phases of the development have been completed and consist of 922 multi-family units within 4-story structures. The proposed amendment adds an additional 124 units, changes the building types, reduces the office/retail square footage and adds a fitness center and restaurant to the central promenade. The Planning and Zoning Commission recommended unanimous approval of the concept plan amendment at their meeting on December 15, 2015.

RECOMMENDATION:

That the City Council approve the proposed concept plan amendment as set forth in the caption above.

STAFF PRESENTATION: Nika Reinecke, Director of Economic Development and Planning

AVAILABLE FOR QUESTIONS: Elvio Bruni, Riverside DPH

2. Continued Public Hearing: Consideration of an Ordinance Granting a Zone Change From Light Industrial District (LI) and Agricultural Open Space District (AO) to Mixed Use Ninety District (MU-90) on an Approximately 143-Acre Tract of Land out of the J. Armendaris Survey, Abstract No. 28; the W. Cantwell Survey, Abstract No. 290; the J. Chowning Survey, Abstract No. 242; the H. Harper Survey, Abstract No. 605; the Haynes-Bullion Survey, Abstract No. 626; the A.J. Hitchcock Survey, Abstract No. 614; and the McKinney-Williams Survey, Abstract No. 936; Bounded Hebron Parkway to the North, SH 121 to the South, the DGNO Railroad to the West, and the Elm Fork Trinity River to the East, as Requested by Riverside DPH and the City of Lewisville, the Property Owners (Case No. PZ-2015-11-20).

ADMINISTRATIVE COMMENTS:

The proposed concept plan illustrates four commercial buildings with approximately 270,000 square feet fronting Hebron Parkway and a hotel and conference center with approximately 208,000 square feet adjacent to the DCTA passenger rail station. The remainder of the property lies within the 100-year floodplain and will be used to create a lake with a network of trails, recreational features and nature-focused amenities. The Planning and Zoning Commission recommended unanimous approval of the zone change at their meeting on November 17, 2015. This public hearing is continued from the December 7, 2015, City Council meeting at the request of Riverside DPH and the City of Lewisville, the property owners.

RECOMMENDATION:

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

STAFF PRESENTATION: Nika Reinecke, Director of Economic Development and Planning

AVAILABLE FOR QUESTIONS: Elvio Bruni, Riverside DPH

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

F. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.

3. <u>APPROVAL OF MINUTES</u>: City Council Minutes of the December 7, 2015, Workshop Session and Regular Session.

4. Approval of a Bid Award for Windhaven Parkway Utility Relocation to John Burns Construction Company of Texas, Inc., Lewisville, Texas, in the Amount of $1,512,372.75; Which Includes $72,017.75 for Contingencies; and Authorization for the City Manager or Her Designee to Execute the Contract.

<u>ADMINISTRATIVE COMMENTS</u>:

A total of sixteen (16) bid invitations were downloaded from Bidsync.com. One (1) bid was received and opened December 3, 2015. The project consists of relocation of Upper Trinity Regional Water District's 24-inch water line and 16-inch reclaimed water line parallel to the KCS railroad at the future Windhaven Parkway crossing. The project also includes the installation of 36-inch steel casing pipe parallel to the railroad for a future City sanitary sewer force main and relocation of City of Lewisville's 16-inch water line by dry bore perpendicular underneath KCS rail road right-of-way at the future underpass. Funds are available in the Corporate Drive (FM 544 to Josey) Capital Project.

<u>RECOMMENDATION</u>:

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

5. Approval of the Fiscal Year 2015-2016 Ambulance Service Interlocal Cooperation Agreement Between Denton County and the City of Lewisville; and Authorization for the City Manager or Her Designee to Execute the Agreement.

<u>ADMINISTRATIVE COMMENTS</u>:

The Lewisville Fire Department provides emergency ambulance service to Denton County through an annual interlocal cooperation agreement. By providing ambulance service to designated unincorporated areas of Denton County, fixed revenue for the City is $55,194, plus $248.9627 per ambulance transport. The 4.28 rural miles noted in the agreement is the Castle Hills area, Lewisville Lake Bridge, as well as a small amount of property owned by the Corps of Engineers. The term of agreement is for the period of October 1, 2015, through September 30, 2016. The City Attorney's office has reviewed and approved the agreement as to form.

RECOMMENDATION:

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

6. Approval of the Fiscal Year 2015-2016 Fire Protection Services Interlocal Cooperation Agreement Between Denton County and the City of Lewisville; and Authorization for the City Manager or Her Designee to Execute the Agreement.

ADMINISTRATIVE COMMENTS:

The Lewisville Fire Department provides fire protection services to Denton County through an annual interlocal cooperation agreement. By providing fire protection services to designated unincorporated areas of Denton County, revenue is generated for the City in the amount of $10,000 for a readiness fee, plus $500 per fire call. The 4.28 rural miles is the Castle Hills area, Lewisville Lake Bridge, as well as a small amount of property owned by the Corps of Engineers. The term of agreement is for the period of October 1, 2015, through September 30, 2016. The City Attorney's office has reviewed and approved the agreement as to form.

RECOMMENDATION:

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

7. Approval of an Amendment to a Pipeline Crossing Contract Allowing Relocation of Existing Utilities and Encroachment of Additional Utility Lines Across the KCS Railroad Right-of-Way Associated With Construction of the Windhaven Parkway Railroad Underpass North of FM 544; and Authorization for the City Manager or Her Designee to Execute the Amendment on Behalf of the City.

ADMINISTRATIVE COMMENTS:

The City of Lewisville entered into a pipeline crossing contract with the KCS Railroad in 2006 allowing installation of a 16-inch City water main underneath the KCS Railroad right-of-way related to the Crossroads Center North development. In preparation for future construction of a Railroad Underpass on Windhaven Parkway at the KCS Railroad, the City water main crossing underneath the railroad right of way will need to be relocated and additional utility and storm drain lines will need to be installed. The KCS Railroad is requiring an amendment to the original pipeline crossing contract to accommodate the proposed utility adjustment and installation of additional lines underneath the railroad. There is a required one-time fee of $49,500 fee payable to the KCS Railroad to add the additional utility & storm drain lines to the original contract. Funding is available in the Corporate Drive (FM 544 to Josey) project accounts.

RECOMMENDATION:

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

8. Approval of an Economic Development Agreement by and Between the City of Lewisville and Norman International, Inc.; and Authorization for the City Manager or Her Designee to Execute the Agreement.

ADMINISTRATIVE COMMENTS:

Norman International Inc. is purchasing an existing 401,892 square feet building located at 1175 North Stemmons Freeway. The project includes an investment of $19.9 million including property purchase, improvements and inventory. The Company is required to contribute a minimum of $5,000 annually to a community event or economic development activity. This agreement calls for the City to provide a 50% grant equal to taxes paid on real, business personal property and inventory value as outlined in the agreement.

RECOMMENDATION:

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

9. Approval of Modifications to Policy Statement 3.0 - Finance, Section IV-Debt.

ADMINISTRATIVE COMMENTS:

Modifications to the City's debt policy is being presented as a result of the recent review of all policies and directives by City staff. The modifications to this policy is based on the need for language clarifying the reserve calculation as well as added protection language for contract revenue and special assessment debt issuances undertaken by the City.

RECOMMENDATION:

That the City Council approve the modifications to Policy Statement 3.0 - Finance, Section IV-Debt.

G. **REGULAR HEARINGS:**

10. Tabled Item: Consideration of an Ordinance Amending the Lewisville City Code, Chapter 6, Article IX, Section 6-182, Hotel/Motel/Extended Stay Facilities, by Repealing and Replacing the Section in its Entirety by Adding Requirements for New or Modified Hotels, Motels and Extended Stay Facilities.

ADMINISTRATIVE COMMENTS:

The current hotel/motel/extended stay facilities regulations were adopted in 2009 in an effort to increase the standards and to potentially attract a new full service hotel to Lewisville. Review of the current regulations revealed that none of the high quality hotels that have recently expressed interest in Lewisville could meet all current ordinance requirements. The proposed amendments adjust the standards to be more in line with common amenities offered with new, high quality, select service hotels. The amended regulations are also expected to increase opportunities for the development of new hotel brands in Lewisville.

RECOMMENDATION:

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

STAFF PRESENTATION: Nika Reinecke, Director of Economic Development and Planning

11. Consideration of an Ordinance Approving an Update to the Service and Assessment Plan and Assessment Roll for Lewisville Castle Hills Public Improvement District No. 5.

ADMINISTRATIVE COMMENTS:

City Council approved a resolution on May 6, 2013, authorizing the creation of Lewisville Castle Hills Public Improvement District (PID) No. 5. City Council authorized $10.95M Combination Contract Revenue and Special Assessment Utility System Bonds on December 7, 2015. An update to the Service Plan and Assessment Roll must be considered and approved by City Council. This plan identifies public improvement costs to be provided by the PID along with related information concerning the indebtedness to be incurred and the assessment roll.

RECOMMENDATION:

That the City Council consider and appove the ordinance as set forth in the caption above.

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

- Capital Improvements Advisory Committee Local Governmnet Code Chapter 395 Semi-Annual Report for the Period Ending September 30, 2015.

I. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,

1. Section 551.071 (Consultation with Attorney/Pending Litigation): Texas Commission on Environmental Quality Modification to Municipal Solid Waste Permit No. 1312A; Texas Commission on Environmental Quality Application to Obtain Municipal Solid Waste Permit Amendment - Permit No. 1312B; *The City of Lewisville v. Texas Commission on Environmental Quality*, D-1-GN-15-2382, Travis County; and *The City of Lewisville v. Texas Commission on Environmental Quality*, D-1-GN-15-001892, Travis County.

2. Section 551.072 (Real Estate): Property Acquisition

3. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations

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

K. **ADJOURNMENT**

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

ADDENDUM TO THE AGENDA

LEWISVILLE CITY COUNCIL MEETING

DECEMBER 21, 2015

LEWISVILLE CITY HALL
151 WEST CHURCH STREET
LEWISVILLE, TEXAS

In addition to the previously posted agenda for the December 21, 2015, Regular Session, the following item is hereby added:

12. Approval of an Economic Development Agreement By and Between the City of Lewisville and Bed Bath & Beyond Inc.; and Authorization for the City Manager or Her Designee to Execute the Agreement.

ADMINISTRATIVE COMMENTS:

Bed Bath & Beyond Inc. is leasing 799,460 square feet at the Majestic Airport Center located at 2900 South Valley Parkway. The project includes a minimum of $23 million in capital investment and $19 million in business personal property investment for the e-commerce operation. In addition, in order to qualify for the sales tax grant, the company must produce a minimum of $30 million in sales annually the first 3 years and up to $120 million in annual sales the final years of the agreement. This agreement calls for the City to provide a start-up grant (capped grant), real, business personal property, inventory tax grants, and a sales tax grant as outlined in the agreement.

RECOMMENDATION:

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

Summary of Debt and Credit Position

Tax Backed Debt

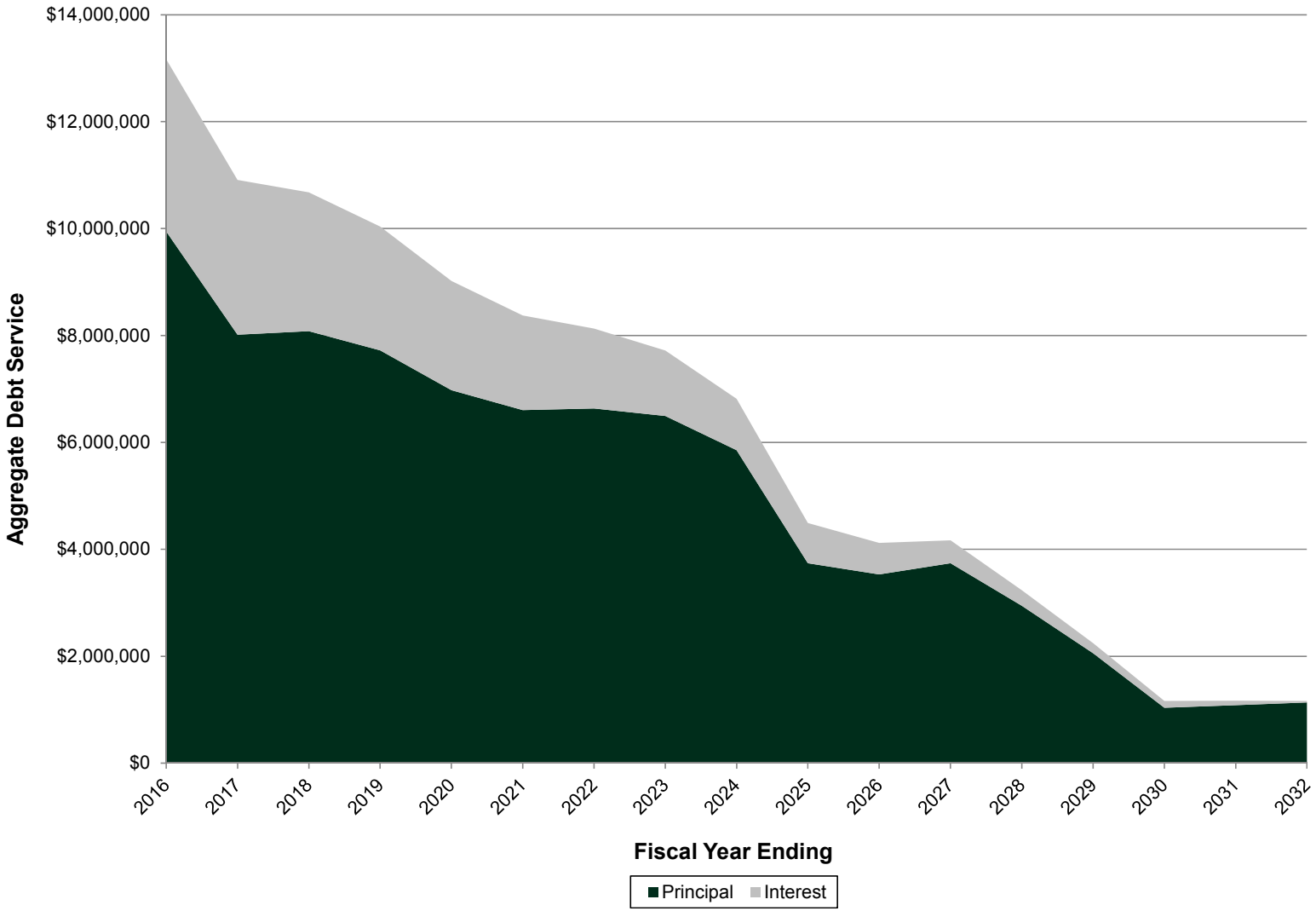
- Certificates of Obligation
  - Secured by I&S tax revenues and a limited pledge of surplus revenues; debt service may be repaid from any lawfully available revenues (e.g., 4B sales taxes)
  - New money only
  - Term dependent on the project being financed
  - $7,995,000 outstanding
    - $6,075,000 for 4B; 25 year term
    - $1,920,000 for TIRZ; 20 year term
  - Series 2015 GO Refunding Bonds
    - $7,980,000 tied to 4B
    - $4,695,000 tied to TIRZ

- General Obligation Bonds
  - Secured by I&S tax revenues only
  - New money and/or refunding
  - City historically amortizes over a 16 year term
  - $77,595,000 outstanding

- Credit Ratings
  - Standard & Poor's – "AAA"
  - Fitch – "AAA"

Member FINRA & SIPC © 2015
First Southwest Company

General Obligation Debt



CITY OF LEWISVILLE

Member FINRA & SIPC © 2015
First Southwest Company

Issuance of Newly Voted Debt

- Summary of Assumptions
  - Growth in taxable assessed valuation for 10 years only
    - Includes absorption of certain Castle Hills Districts in specific years
  - Current projected annual issuances
    - 2016 - $5.745 million
    - 2017 - $15.335 million
    - 2018 - $35.015 million
    - 2019 - $11.435 million
    - 2020 - $7.905 million
    - 2021 to 2025 - $59.565 million
  - 16 year terms for each issuance
  - Projected maximum I&S tax rate impact of 1 penny beginning in FY 2017
  - Entire newly voted authorization issued in 10 years

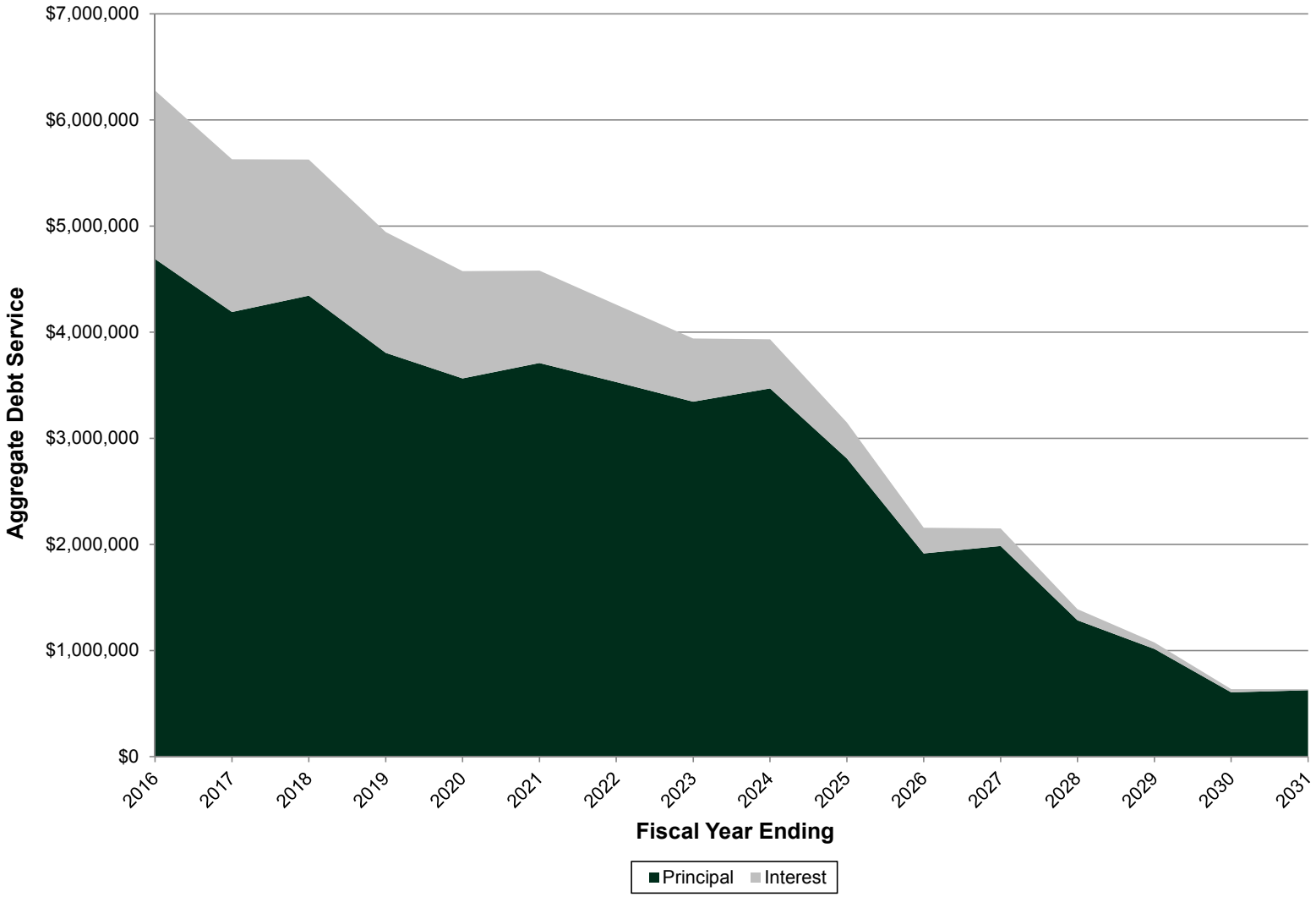
Member FINRA & SIPC © 2015
First Southwest Company

Water and Sewer Revenue Debt

- Water and Sewer Revenue Bonds
  - Secured solely by a pledge of Net Revenues of the City's Waterworks and Sewer System
  - New money and/or refunding
  - City historically amortizes over a 16 year term
  - $44,890,000 outstanding
- Related Items
  - Credit ratings of "AAA" by S&P and Fitch
  - Debt service reserve fund = average annual debt service
  - Additional bonds test
    - Net Revenues > 1.25x *average* annual debt service, <u>and</u>
    - Net Revenues > 1.10x *maximum* annual debt service

Member FINRA & SIPC © 2015
First Southwest Company

Water and Sewer Revenue Debt



CITY OF LEWISVILLE

Member FINRA & SIPC © 2015
First Southwest Company

Contract Tax and Special Assessment Revenue Debt

- Issuances on behalf of the Castle Hills Districts
  - Secured by a pledge of Contract Revenues (district ad valorem tax) and Special Assessment Revenues within each district
  - New money and/or refunding
  - Amortizes over different terms for each district
  - $116,120,000 outstanding
  - Not a direct obligation of the City
- Fund infrastructure improvements within the Districts
  - Utilities
  - Roads
- Bond pricing is significantly different than the City's GO or Water and Sewer debt due to a different credit profile

Member FINRA & SIPC © 2015
First Southwest Company

Contract Tax and Special Assessment Revenue Debt

District	Principal Outstanding as of 12.15.15	Final Maturity	Authorized But Unissued *(New Money Only)*	Underlying Rating
#1-A	$2,600,000	2030	$0	Not Rated
#1-B *(PID #1)*	$10,680,000	2025	$3,182,740	BBB+
#1-C *(PID #7)*	$2,765,000	2034	$4,835,000	Not Rated
#1-D *(PID #2)*	$22,875,000	2034	$0	A-
#1-E *(PID #3)*	$22,375,000	2031	$0	BBB
#1-F *(PID #4)*	$27,615,000	2036	$0	BBB+
#1-G *(PID #5)*	$18,700,000	2035	$17,300,000	Not Rated
#1-H *(PID #6)*	$8,510,000	2034	$136,000,000	Not Rated
TOTALS	**$116,120,000**		**$161,317,740**	

CITY OF LEWISVILLE

Member FINRA & SIPC © 2015
First Southwest Company

District 1-H

- Held an election on November 3, 2015 to increase the debt authorized to be issued under the Joint Utility Contract with the City
  - Road bond authorization of $23,250,000
  - Utility bond authorization of $112,750,000
- The change in voted tax authorization <u>does not</u> affect the original PID creation documents
  - Contained a cap on the improvement and financing costs
  - Corresponded with the prior voted authorization
- Issuance of newly voted authorization
  - If issuing contract tax and special assessment revenue bonds, would need amendment to increase the amount contained in the original petition
    - Would require notice and public hearing and action by Council
  - Otherwise, issuance of Fresh Water Supply District tax bonds

Member FINRA & SIPC © 2015
First Southwest Company

Primary Credit Rating Factors

General Obligation Credit S&P - "AAA" / Fitch - "AAA"	Water/Sewer Revenue Credit S&P - "AAA" / Fitch - "AAA"
- Economy - Finances - Management - Debt/Other Liabilities	- System - Finances - Management - Debt/Other Liabilities - Legal Provisions
Contract Revenue and Special Assessment Credit	
- Assessed Value - Diversification of Tax Base - Finance Structure	- Debt Burden - Development Risk

CITY OF LEWISVILLE

Member FINRA & SIPC © 2015
First Southwest Company

M E M O R A N D U M

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

FROM: Donna Barron, City Manager

DATE: December 17, 2015

SUBJECT: CIP Funding Plan – Preliminary Staff Recommendation

The City's Financial Advisor, Jason Hughes, with First Southwest, will brief the City Council on the current debt portfolio and outstanding obligations during the pre-Council meeting workshop on December 21, 2015. Jason will specifically spend time discussing Castle Hills current and future debt. Along with this discussion, a general overview of the City's ten year capital improvement program funding plan will be provided by Staff.

Attached are two 10-year plans (a General plan and a Utility Fund plan) detailing annual issuances and cash outlays projected for the 15-16 through 24-25 fiscal years. Staff laid out a 10-year plan for the G O bonds approved by voters last November. Once that bond program was developed, staff re-evaluated various other sources of revenue used for capital projects and developed this overall plan. These are preliminary recommendations from staff. The plans include general obligation bond issuances, general fund cash outlays, utility bond issuances, utility fund cash outlays, 4B sales tax bonds, 4B fund cash outlays, tax anticipation notes, fire services district cash outlays, crime control district cash outlays, and grants for trails.

Project prioritization is determined through multiple moving pieces including Council direction, public input, fund balance calculations (play into cash outlay timing), property tax availability (assumptions for tax revenue determined and utilized for future projections), project criticality, timing related to external financing sources (such as County or State funding for roads which then require a match from the City), coordination of internal funding through multiple funds (funding the fleet building through general and utility funds); etc.

Due to these funding considerations, as well as future, not currently known, funding considerations, the projects can change in priority. In addition, some street projects may fall all the way off the list (if another street rises in priority due to deficiency, etc.).

Determining funding for capital projects is constantly being evaluated to ensure the best fit for the project within the timing desired. Council input is very important in this process and will be requested annually.

Let me know if you have any questions regarding the recommended CIP funding plan.

GO BOND ISSUANCES	**5,745,000**	**15,335,000**	**35,015,000**	**11,435,000**	**7,905,000**	**11,185,000**	**11,900,000**	**9,525,000**	**9,845,000**	**17,110,000**	**135,000,000**
UTILITY BOND ISSUANCES	**7,730,000**	**6,731,250**	**8,150,000**	**5,850,000**	**9,000,000**	**10,993,750**	**7,800,000**	**6,650,000**	**11,550,000**	**8,500,000**	**82,955,000**
GENERAL FUND CASH PROJECTS	**5,544,431**	**2,950,000**	**3,350,000**	**2,350,000**	**1,850,000**	**2,850,000**	**2,931,250**	**3,850,000**	**1,850,000**	**2,350,000**	**29,875,681**
UTILITY CASH PROJECTS	**1,500,000**	**2,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**32,000,000**
4B BOND ISSUANCES										**17,000,000**	**17,000,000** *
4B CASH PROJECTS	**6,810,000**				**5,110,000**						**11,920,000**
TAX ANTICIPATION NOTES	**7,500,000**										**7,500,000**
FIRE SERVICES		**3,277,480**									**3,277,480**
TRAIL GRANTS	**1,233,108**		**1,562,666**								**2,795,774**
CRIME CONTROL		**1,000,000**									**1,000,000**
PROJECT SCHEDULE											
	YEAR 1	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**YEAR 6**	**YEAR 7**	**YEAR 8**	**YEAR 9**	**YEAR 10**	**TOTAL**
	FY 15-16	**FY 16-17**	**FY 17-18**	**FY 18-19**	**FY 19-20**	**FY 20-21**	**FY 21-22**	**FY 22-23**	**FY 23-24**	**FY 24-25**	
Streets											
Timberbrook Subdivision	1,350,000	7,420,000									**8,770,000**
Holford's Prairie Rd, Corporate Drive *(other funding available)*		2,015,000									**2,015,000**
South Kealy Ave, College Street		1,000,000	635,000								**1,635,000**
Corporate Drive				7,690,000							**7,690,000**
Mill Street @ 121			500,000	2,460,000							**2,960,000**
Civic Circle			175,000	975,000							**1,150,000**
Valley Parkway				310,000	1,750,000						**2,060,000**
Kealy, Jones & Cowan					725,000	4,125,000					**4,850,000**
Indian Oaks Subdivision					330,000	1,870,000					**2,200,000**
Lewisville Valley 4 Subdivision						1,490,000	8,418,000				**9,908,000**
Railroad Street							290,000	1,635,000			**1,925,000**
Cowan Street, Phase 1							285,000	1,615,000			**1,900,000**
Valley Ridge East								675,000	3,732,000		**4,407,000**
Meadow Glen Subdivision									1,105,000	6,260,000	**7,365,000**
Lewisville Valley 1 Subdivision									1,156,000	6,549,000	**7,705,000**
Bellaire Blvd									759,000	4,301,000	**5,060,000**
Public Safety											
Public Safety Radio System *(to be funded from Tax Anticipation Notes, YEAR ONE, and Crime Control YEAR TWO)*	7,500,000	1,000,000									*8,500,000*
Relocate Fire Station 3		4,900,000									**4,900,000**
Emergency Operations Center						1,100,000					**1,100,000**
Police Facility Addition							900,000	3,600,000			**4,500,000**
Fire Station 8		3,277,480									**3,277,480**
Parks & Recreation											
Multigenerational Ctr w/ Aquatic	4,395,000		33,705,000								**38,100,000**
Lake Park Day Use					5,100,000						**5,100,000**
Lake Park Campground/Pavilion Impr						2,600,000					**2,600,000**
Trail Development							2,007,000	2,000,000	3,093,000		**7,100,000**
Nature Center	5,110,000				5,110,000						**10,220,000**
Kayak Take-Out Points	1,700,000										**1,700,000**
East Hill Park										8,000,000	**8,000,000**
Trails										7,000,000	**7,000,000**
Herring Recreation Center										2,000,000	**2,000,000**
Trail Grants (matches)	1,233,108		1,562,666								**2,795,774**
Technology Plan	1,544,431	1,350,000	1,350,000	1,350,000	1,350,000	1,350,000	1,350,000	1,350,000	1,350,000	1,350,000	**13,694,431**
Land Purchases	2,000,000	1,000,000	1,000,000		-	-					**4,000,000**
Bank Renovation	1,600,000										**1,600,000**
Basement		600,000	1,000,000	1,000,000	500,000	1,000,000	400,000	-	-	-	**4,500,000**
Fleet Building (still needs $2M additional)	400,000	-	-	-	-	500,000	1,181,250	2,500,000	500,000	1,000,000	**6,081,250**

Assumptions: 4.14% TAV growth first 10 years; one cent increase in I&S rate. Projects spanning over more than one year will have design work the first year and construction the remaining years, except for trails.

*can issue another $10M in 4B Bonds. Bob has a plan that includes $21,935,000 in possible projects. Could program the entire amount in 24-25 bonds

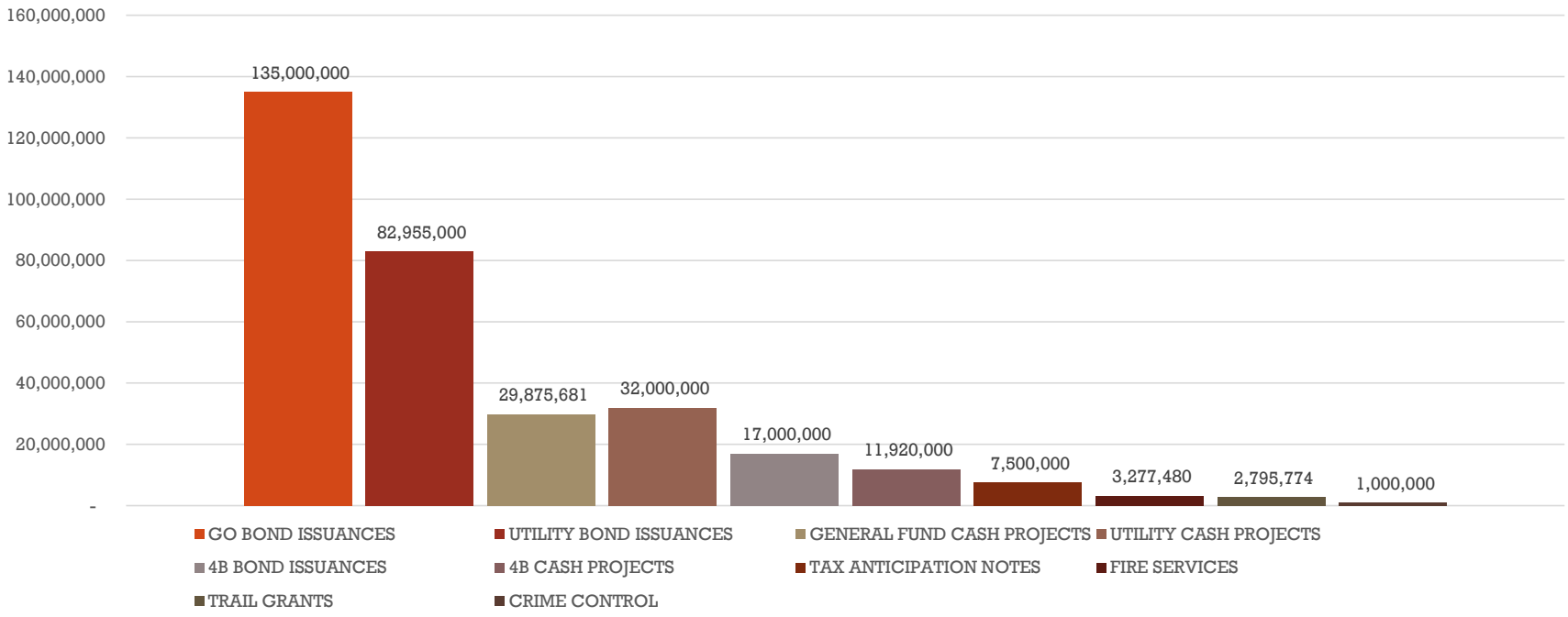
Water & Sewer Capital Improvement Plan												
		2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
Fleet Bldg (25%)							2,693,750					2,693,750
WL 16" ELV-Merdad/Josey		2,230,000										2,230,000
Powder Activated Carbon(PAC) Intake								2,100,000	1,800,000			3,900,000
Bioscrubber @ Hebron		600,000	600,000									1,200,000
WWTP Lime Stabilization						400,000		3,000,000	3,000,000			6,400,000
Timbercreek Force Main			2,000,000	2,000,000								4,000,000
Timberbrook W&S Line Repl	GO	2,400,000										2,400,000
South Kealy W&S Line Repl	GO		500,000									500,000
W&S Lines Nature Center		2,000,000										2,000,000
Whipporwill Lift Station Pump/Valve			250,000		500,000		500,000		500,000		500,000	2,250,000
Corporate/Huffines W&S Line Repl	GO				1,400,000							1,400,000
Holfords Prairie W&S Line Adjustments	GO		25,000									25,000
WTP Ozonation				1,800,000	1,000,000							2,800,000
WWTP UV Disinfection				1,700,000								1,700,000
Indian Creek/Crossroads Lift Station/Force Main				5,000,000	5,000,000							10,000,000
College W&S Line Repl	GO		300,000									300,000
Mill/121B W&S Line Repl	GO			100,000								100,000
Civic Circle W&S Line Repl	GO			50,000								50,000
Valley Parkway W&S Line Repl	GO				200,000							200,000
Whipporwill Force Main Repl						900,000						900,000
Plant to Mill 42" Water Line Repl					750,000							750,000
WWTP/Prairie Creek Lift Station						2,000,000						2,000,000
Kealy/Jones/Cowan W&S Line Repl	GO					500,000						500,000
Indian Oaks W&S Line Repl	GO					3,700,000						3,700,000
WTP Clearwell Repairs			250,000			250,000			250,000			750,000
WTP Disinfection Improvements							4,500,000				7,500,000	12,000,000
WWTP Disinfection Improvements						3,500,000	3,500,000					7,000,000
Valley 4 W&S Line Repl	GO						2,800,000					2,800,000
Railroad Street W&S Line Repl	GO							500,000				500,000
Cowan W&S Line Repl	GO							700,000				700,000
Valley Ridge W&S Line Repl	GO								100,000			100,000
Prairie Creek Lift Station Reconstruction						1,250,000	500,000	4,000,000		7,000,000		12,750,000
Meadow Glen W&S Line Repl	GO									1,600,000		1,600,000
SS Austin Ranch to Indian Creek Lift Station									2,000,000			2,000,000
Valley I W&S Line Repl	GO									1,600,000		1,600,000
Bellaire W&S Line Repl	GO									800,000		800,000
Midway Ground Storage 3MG										1,250,000	3,500,000	4,750,000
East Side Pump Station Improvements										300,000		300,000
W/SS Line Replacements/Other		2,000,000	5,306,250	1,000,000	500,000	-	-	1,000,000	2,500,000	2,500,000	500,000	15,306,250
												-
Total Capital Needs		**9,230,000**	**9,231,250**	**11,650,000**	**9,350,000**	**12,500,000**	**14,493,750**	**11,300,000**	**10,150,000**	**15,050,000**	**12,000,000**	**114,955,000**
Cash Reserve Funding (Prior 10 Year Avg)		**1,500,000**	**2,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**32,000,000**
Bond Funding		**7,730,000**	**6,731,250**	**8,150,000**	**5,850,000**	**9,000,000**	**10,993,750**	**7,800,000**	**6,650,000**	**11,550,000**	**8,500,000**	**82,955,000**
Projects above subject to change based on funding sources.												
Relocation of waterlines south of dam are included in the W/SS Line Replacement/Other above.												

CIP FUNDING PLAN

PRELIMINARY STAFF RECOMMENDATION

FY 15-16 through FY 24-25

CAPITAL INVESTMENT PLAN
$323M OVER 10 YEARS



ANNUAL SPENDING/ISSUANCES

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	TOTAL
GO BOND ISSUANCES	5,745,000	15,335,000	35,015,000	11,435,000	7,905,000	11,185,000	11,900,000	9,525,000	9,845,000	17,110,000	135,000,000
UTILITY BOND ISSUANCES	7,730,000	6,731,250	8,150,000	5,850,000	9,000,000	10,993,750	7,800,000	6,650,000	11,550,000	8,500,000	82,955,000
GENERAL FUND CASH PROJECTS	5,544,431	2,950,000	3,350,000	2,350,000	1,850,000	2,850,000	2,931,250	3,850,000	1,850,000	2,350,000	29,875,681
UTILITY CASH PROJECTS	1,500,000	2,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	32,000,000
4B BOND ISSUANCES										17,000,000	17,000,000
4B CASH PROJECTS	6,810,000				5,110,000						11,920,000
TAX ANTICIPATION NOTES	7,500,000										7,500,000
FIRE SERVICES		3,277,480									3,277,480
TRAIL GRANTS	1,233,108		1,562,666								2,795,774
CRIME CONTROL		1,000,000									1,000,000
TOTAL	36,062,539	31,793,730	51,577,666	23,135,000	27,365,000	28,528,750	26,131,250	23,525,000	26,745,000	48,460,000	323,323,935

Assumptions: 4.14% TAV growth first 10 years; one cent increase in I&S rate. Projects spanning over more than one year will have design work the first year and construction the remaining years, except for trails. Could issue up to $25M in 4B Bonds in 24-25.

PROJECTS BY YEAR

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
▪Bank Renovation	x									
▪Trails through grants	x		x							
▪Kayak Take Out Points	x									
▪Multi Generational Recreation/Aquatic Center	x		x							
▪Land Purchases	x	x	x							
▪Nature Center	x				x					
▪Timberbrook subdivision*	x	x								
▪Technology Plan	x	x	x	x	x	x	x	x	x	x
▪Basement Remodel		x	x	x	x	x	x			
▪Fire Station 3 Relocation		x								
▪Holfords Prairie Rd, Corporate (match)*		x								
▪Fire Station No. 8		x								
▪South Kealy Ave, College St (match)*		x	x							
▪Civic Circle*			x	x						
▪Mill Street @ 121*			x	x						
▪Corporate Drive (match)*				x						
▪Valley Parkway*				x	x					
▪Lake Park Day Use					x					
▪Indian Oaks Subdivision*					x	x				
▪Kealy, Jones & Cowan*					x	x				
▪Emergency Operations Center						x				
▪Fleet Building						x	x	x	x	x
▪Lake Park Campground/Pavilion Improvements						x				
▪Lewisville Valley 4 Subdivision*						x	x			
▪Cowan Street, Phase 1*							x	x		
▪Police Facility Addition							x	x		
▪Railroad Street*							x	x		
▪Trail Development – 4B							x	x	x	
▪Valley Ridge East*								x	x	
▪Lewisville Valley 1 Subdivision*									x	x
▪Meadow Glen Subdivision*									x	x
▪Bellaire Blvd*									x	x
▪Trail Development – G O Bonds										x
▪East Hill Park										x
▪Herring Recreation Center										x

*Street projects may change based on annual project review, available funding sources, changing priorities, changing condition ratings, etc.

UTILITY PROJECTS BY YEAR

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Fleet Bldg (25%)						x				
WL 16" ELV-Merdad/Josey	x									
Powder Activated Carbon(PAC) Intake							x	x		
Bioscrubber @ Hebron	x	x								
WWTP Lime Stabilization					x		x	x		
Timbercreek Force Main		x	x							
Timberbrook W&S Line Repl	x									
South Kealy W&S Line Repl		x								
W&S Lines Nature Center	x									
Whipporwill Lift Station Pump/Valve		x		x		x		x		x
Corporate/Huffines W&S Line Repl				x						
Holfords Prairie W&S Line Adjustments		x								
WTP Ozonation			x	x						
WWTP UV Disinfection			x							
Indian Creek/Crossroads Lift Station/Force Main				x	x					
College W&S Line Repl		x								
Mill/121B W&S Line Repl			x							
Civic Circle W&S Line Repl			x							
Valley Parkway W&S Line Repl				x						
Whipporwill Force Main Repl					x					
Plant to Mill 42" Water Line Repl				x						
WWTP/Prairie Creek Lift Station					x					
Kealy/Jones/Cowan W&S Line Repl					x					
Indian Oaks W&S Line Repl					x					
WTP Clearwell Repairs		x			x	x		x		
WTP Disinfection Improvements						x				x
WWTP Disinfection Improvements					x	x				
Valley 4 W&S Line Repl						x				
Railroad Street W&S Line Repl							x			
Cowan W&S Line Repl							x			
Valley Ridge W&S Line Repl								x		
Prairie Creek Lift Station Reconstruction						x	x	x		x
Meadow Glen W&S Line Repl									x	
SS Austin Ranch to Indian Creek Lift Station									x	
Valley I W&S Line Repl									x	
Bellaire W&S Line Repl									x	
Midway Ground Storage 3MG									x	x
East Side Pump Station Improvements									x	
W/SS Line Replacements/Other	x	x	x	x	-	-	x	x	x	x

ANNUAL PROJECTS BY TYPE

	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25
Facilities - General	x	x	x	x	x	x	x	x	x	x
Parks	x		x		x	x				x
Facilities – Public Safety		x					x	x		
Land Purchases	x	x	x							
Trails	x		x				x	x	x	x
Streets	x	x	x	x	x	x	x	x	x	x
Technology	x	x	x	x	x	x	x	x	x	x
Utility	x	x	x	x	x	x	x	x	x	x

LIST OF PROJECTS (ALPHABETICALLY)

Bank Renovation	15-16	1,600,000	General Fund Cash
Basement Remodel	16-17 through 2122	4,500,000	General Fund Cash
Bellaire Blvd	23-24, 24-25	759,000, 4,301,000	G O Bonds
Civic Circle	17-18, 18-19	175,000, 975,000	G O Bonds
Corporate Drive (match)	18-19	7,690,000	G O Bonds
Cowan Street, Phase 1	21-22, 22-23	285,000, 1,615,000	G O Bonds
East Hill Park	24-25	8,000,000	4B Bonds
Emergency Operations Center	20-21	1,100,000	G O Bonds
Fire Station 3 Relocation	16-17	4,900,000	G O Bonds
Fire Station 8	16-17	3,277,480	Fire Services District
Fleet Building	20-21 through 24-25	6,081,000	General Fund Cash (still needs $2M)
Herring Recreation Center	24-25	2,000,000	4B Bonds
Holfords Prairie Rd, Corporate (match)	16-17	2,015,000	G O Bonds
Indian Oaks Subdivision	19-20, 20-21	330,000, 1,870,000	G O Bonds
Kayak Take Out Points	15-16	1,700,000	4B Cash
Kealy, Jones & Cowan	19-20, 20-21	725,000, 4,125,000	G O Bonds
Lake Park Day Use	19-20	5,100,000	G O Bonds
Lake Park Campground/Pavilion Impr	20-21	2,600,000	G O Bonds

LIST OF PROJECTS (ALPHABETICALLY)

Land Purchases	15-16 through 17-18	4,000,000	General Fund Cash
Lewisville Valley 1 Subdivision	23-24, 24-25	1,156,000, 6,549,000	G O Bonds
Lewisville Valley 4 Subdivision	20-21, 21-22	1,490,000, 8,418,000	G O Bonds
Meadow Glen Subdivision	23-24, 24-25	1,105,000, 6,260,000	G O Bonds
Mill Street @ 121	17-18, 18-19	500,000, 2,460,000	G O Bonds
Multi Generational Recreation/Aquatic	15-16, 17-18	4,395,000, 33,705,000	G O Bonds
Nature Center	15-16, 19-20	5,110,000, 5,110,000	4B Cash
Police Facility Addition	21-22, 22-23	900,000, 3,600,000	G O Bonds
Public Safety Radio System	15-16, 16-17	7,500,000, 1,000,000	TANs, Crime Control Fund
Railroad Street	21-22, 22-23	290,000, 1,635,000	G O Bonds
South Kealy Ave, College St (match)	16-17, 17-18	1,000,000, 635,000	G O Bonds
Timberbrook subdivision	15-16, 16-17	1,350,000, 7,420,000	G O Bonds
Technology Plan	15-16 – 24-25	13,694,431	General Fund Cash
Trail Development	21-22, 22-23, 23-24	2,007,000, 2,000,000, 3,093,000	G O Bonds
Trail Development	24-25	7,000,000	4B Bonds
Trails Grants (matches)	15-16, 17-18	1,233,108, 1,562,666	Grants
Valley Parkway	18-19, 19-20	310,000, 1,750,000	G O Bonds
Valley Ridge East	22-23, 23-24	675,000, 3,732,000	G O Bonds

LIST OF UTILITY PROJECTS (ALPHABETICALLY)

Bellaire W&S Line Repl	2024	800,000
Bioscrubber @ Hebron	2016, 2017	600,000, 600,000
Civic Circle W&S Line Repl	2018	50,000
College W&S Line Repl	2017	300,000
Corporate/Huffines W&S Line Repl	2019	1,400,000
Cowan W&S Line Repl	2022	700,000
East Side Pump Station Improvements	2024	300,000
Fleet Bldg (25%)	2021	2,693,750
Holfords Prairie W&S Line Adjustments	2017	25,000
Indian Creek/Crossroads Lift Station/Force Main	2018, 2019	5,000,000, 5,000,000
Indian Oaks W&S Line Repl	2020	3,700,000
Kealy/Jones/Cowan W&S Line Repl	2020	500,000
Meadow Glen W&S Line Repl	2024	1,600,000
Midway Ground Storage 3MG	2024, 2025	1,250,000 , 3,500,000
Mill/121B W&S Line Repl	2018	100,000
Plant to Mill 42" Water Line Repl	2019	750,000
Powder Activated Carbon(PAC) Intake	2022, 2023	2,100,000, 1,800,000
Prairie Creek Lift Station Reconstruction	2020, 2021, 2022, 2024	1,250,000, 500,000, 4,000,000, 7,000,000
Railroad Street W&S Line Repl	2022	500,000
South Kealy W&S Line Repl	2017	500,000
SS Austin Ranch to Indian Creek Lift Station	2023	2,000,000
Timbercreek Force Main	2017, 2018	2,000,000, 2,000,000
Timberbrook W&S Line Repl	2016	2,400,000
Valley I W&S Line Repl	2024	1,600,000
Valley 4 W&S Line Repl	2021	2,800,000
Valley Parkway W&S Line Repl	2019	200,000
Valley Ridge W&S Line Repl	2023	100,000
WWTP Disinfection Improvements	2020, 2021	3,500,000 , 3,500,000
WWTP Lime Stabilization	2020, 2022, 2023	400,000, 3,000,000, 3,000,000
WWTP/Prairie Creek Lift Station	2020	2,000,000
WWTP UV Disinfection	2018	1,700,000
W&S Lines Nature Center	2016	2,000,000
WL 16" ELV-Merdad/Josey	2016	2,230,000
W/SS Line Replacements/Other	2016, 2017, 2018, 2019, 2022, 2023, 2024, 2025	2,000,000 , 5,306,250, 1,000,000, 500,000 , 1,000,000
WTP Clearwell Repairs	2017, 2020, 2023	250,000, 250,000, 250,000
WTP Disinfection Improvements	2021, 2025	4,500,000, 7,500,000
WTP Ozonation	2018, 2019	1,800,000,, 1,000,000
Whipporwill Force Main Repl	2020	900,000
Whipporwill Lift Station Pump/Valve	2017, 2019, 2021, 2023, 2025	250,000, 500,000, 500,000, 500,000, 500,000

PROJECTS BY FUNDING SOURCE

Public Safety Radio System	15-16, 16-17	7,500,000, 1,000,000	TANs, Crime Control Fund
Fire Station 8	16-17	3,277,480	Fire Services District
Bank Renovation	15-16	1,600,000	General Fund Cash
Basement Remodel	16-17 through 21-22	4,500,000	General Fund Cash
Fleet Building	20-21 through 24-25	6,081,000	General Fund Cash (Needs $2M)
Land Purchases	15-16 through 17-18	4,000,000	General Fund Cash
Technology Plan	15-16 – 24-25	13,694,431	General Fund Cash
Bellaire Blvd	23-24, 24-25	759,000, 4,301,000	G O Bonds
Civic Circle	17-18, 18-19	175,000, 975,000	G O Bonds
Corporate Drive (match)	18-19	7,690,000	G O Bonds
Cowan Street, Phase 1	21-22, 22-23	285,000, 1,615,000	G O Bonds
Emergency Operations Center	20-21	1,100,000	G O Bonds
Fire Station 3 Relocation	16-17	4,900,000	G O Bonds
Holfords Prairie Rd, Corporate	16-17	2,015,000	G O Bonds
Indian Oaks Subdivision	19-20, 20-21	330,000, 1,870,000	G O Bonds
Kealy, Jones & Cowan	19-20, 20-21	725,000, 4,125,000	G O Bonds
Lake Park Day Use	19-20	5,100,000	G O Bonds

PROJECTS BY FUNDING SOURCE

Lake Park Campground/Pavilion Imp	20-21	2,600,000	G O Bonds
Lewisville Valley 1 Subdivision	23-24, 24-25	1,156,000, 6,549,000	G O Bonds
Lewisville Valley 4 Subdivision	20-21, 21-22	1,490,000, 8,418,000	G O Bonds
Meadow Glen Subdivision	23-24, 24-25	1,105,000, 6,260,000	G O Bonds
Mill Street @ 121	17-18, 18-19	500,000, 2,460,000	G O Bonds
Multi Generational Recreation/Aquatic	15-16, 17-18	4,395,000, 33,705,000	G O Bonds
Police Facility Addition	21-22, 22-23	900,000, 3,600,000	G O Bonds
Railroad Street	21-22, 22-23	290,000, 1,635,000	G O Bonds
South Kealy Ave, College St	16-17, 17-18	1,000,000, 635,000	G O Bonds
Timberbrook subdivision	15-16, 16-17	1,350,000, 7,420,000	G O Bonds
Trail Development	21-22, 22-23, 23-24	2,007,000, 2,000,000, 3,093,000	G O Bonds
Valley Parkway	18-19, 19-20	310,000, 1,750,000	G O Bonds
Valley Ridge East	22-23, 23-24	675,000, 3,732,000	G O Bonds
East Hill Park	24-25	8,000,000	4B Bonds
Herring Recreation Center	24-25	2,000,000	4B Bonds
Trail Development	24-25	7,000,000	4B Bonds
Kayak Take Out Points	15-16	1,700,000	4B Cash
Nature Center	15-16, 19-20	5,110,000, 5,110,000	4B Cash
Trails Grants (matches)	15-16, 17-18	1,233,108, 1,562,666	Grants

PROJECTS BY FUNDING SOURCE – UTILITY FUND

Fleet Bldg (25%)	2021	2,693,750
WL 16" ELV-Merdad/Josey	2016	2,230,000
Powder Activated Carbon(PAC) Intake	2022, 2023	2,100,000, 1,800,000
Bioscrubber @ Hebron	2016, 2017	600,000, 600,000
WWTP Lime Stabilization	2020, 2022, 2023	400,000, 3,000,000, 3,000,000
Timbercreek Force Main	2017, 2018	2,000,000, 2,000,000
Timberbrook W&S Line Repl	2016	2,400,000
South Kealy W&S Line Repl	2017	500,000
W&S Lines Nature Center	2016	2,000,000
Whipporwill Lift Station Pump/Valve	2017, 2019, 2021, 2023, 2025	250,000, 500,000, 500,000, 500,000, 500,000
Corporate/Huffines W&S Line Repl	2019	1,400,000
Holfords Prairie W&S Line Adjustments	2017	25,000
WTP Ozonation	2018, 2019	1,800,000,, 1,000,000
WWTP UV Disinfection	2018	1,700,000
Indian Creek/Crossroads Lift Station/Force Main	2018, 2019	5,000,000, 5,000,000
College W&S Line Repl	2017	300,000
Mill/121B W&S Line Repl	2018	100,000
Civic Circle W&S Line Repl	2018	50,000
Valley Parkway W&S Line Repl	2019	200,000
Whipporwill Force Main Repl	2020	900,000
Plant to Mill 42" Water Line Repl	2019	750,000
WWTP/Prairie Creek Lift Station	2020	2,000,000
Kealy/Jones/Cowan W&S Line Repl	2020	500,000
Indian Oaks W&S Line Repl	2020	3,700,000
WTP Clearwell Repairs	2017, 2020, 2023	250,000, 250,000, 250,000
WTP Disinfection Improvements	2021, 2025	4,500,000, 7,500,000
WWTP Disinfection Improvements	2020, 2021	3,500,000 , 3,500,000
Valley 4 W&S Line Repl	2021	2,800,000
Railroad Street W&S Line Repl	2022	500,000
Cowan W&S Line Repl	2022	700,000
Valley Ridge W&S Line Repl	2023	100,000
Prairie Creek Lift Station Reconstruction	2020, 2021, 2022, 2024	1,250,000, 500,000, 4,000,000, 7,000,000
Meadow Glen W&S Line Repl	2024	1,600,000
SS Austin Ranch to Indian Creek Lift Station	2023	2,000,000
Valley I W&S Line Repl	2024	1,600,000
Bellaire W&S Line Repl	2024	800,000
Midway Ground Storage 3MG	2024, 2025	1,250,000 , 3,500,000
East Side Pump Station Improvements	2024	300,000
W/SS Line Replacements/Other	2016, 2017, 2018, 2019, 2022, 2023, 2024, 2025	2,000,000 , 5,306,250, 1,000,000, 500,000 , 1,000,000

Lewisville Dam

Dam Safety Modification Study Update

Stacy Gray (Project Manager)

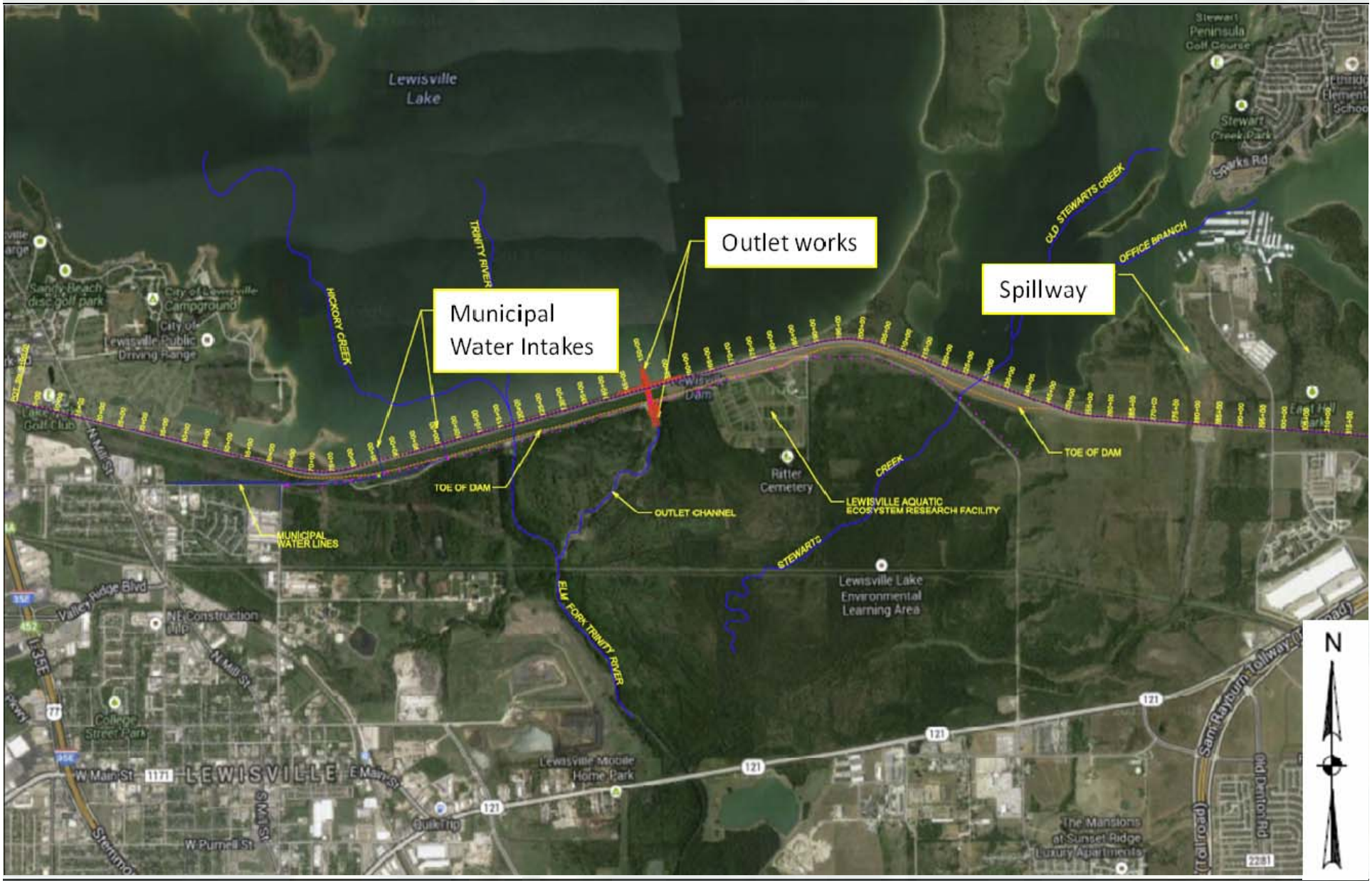
U.S. Army Corps of Engineers, Fort Worth District

16 Nov 2015

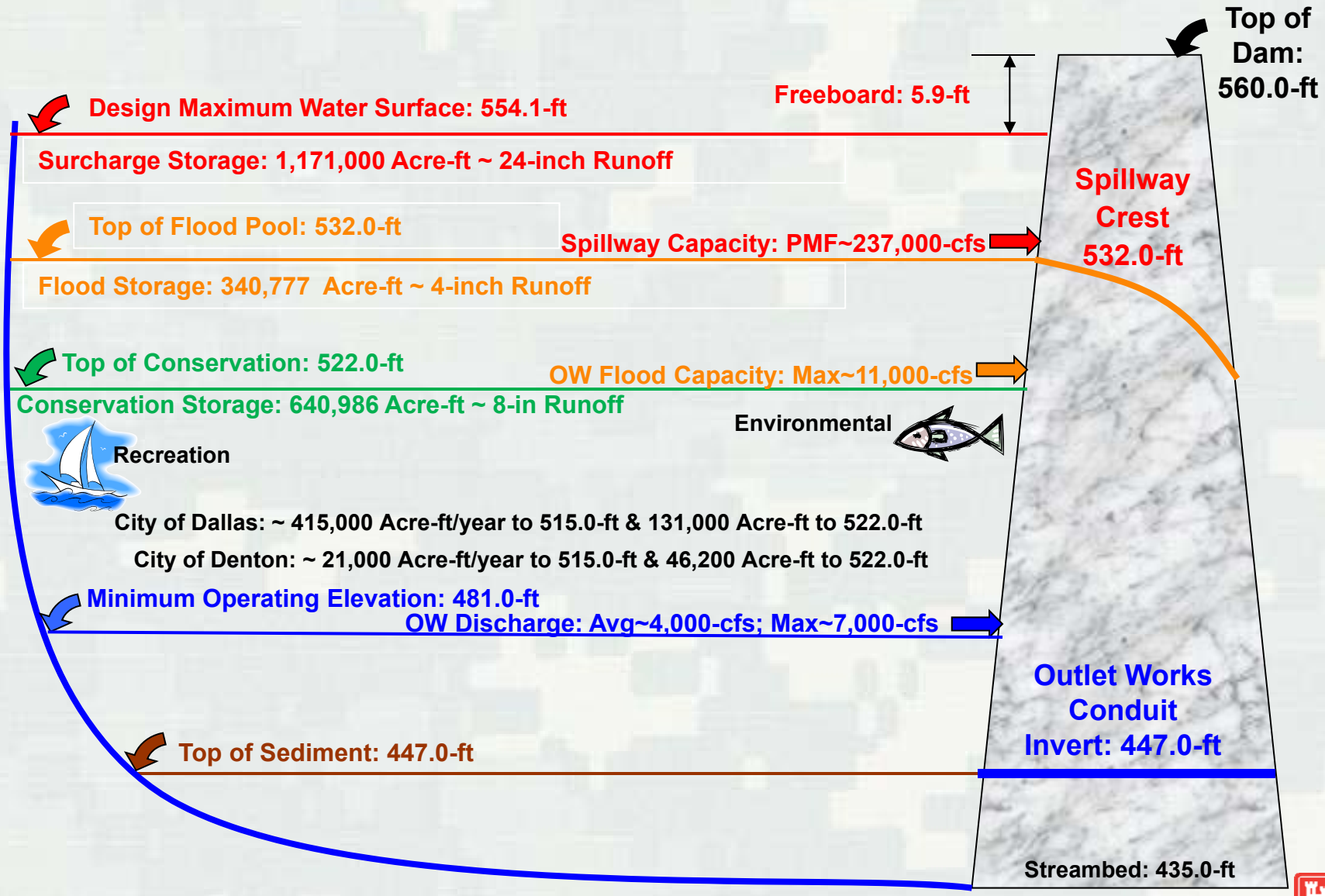
Presentation Overview

- General Project Information
- Study Framework
- Screened Array of Measures & Alternatives
- Stakeholder Coordination
- Contact Information

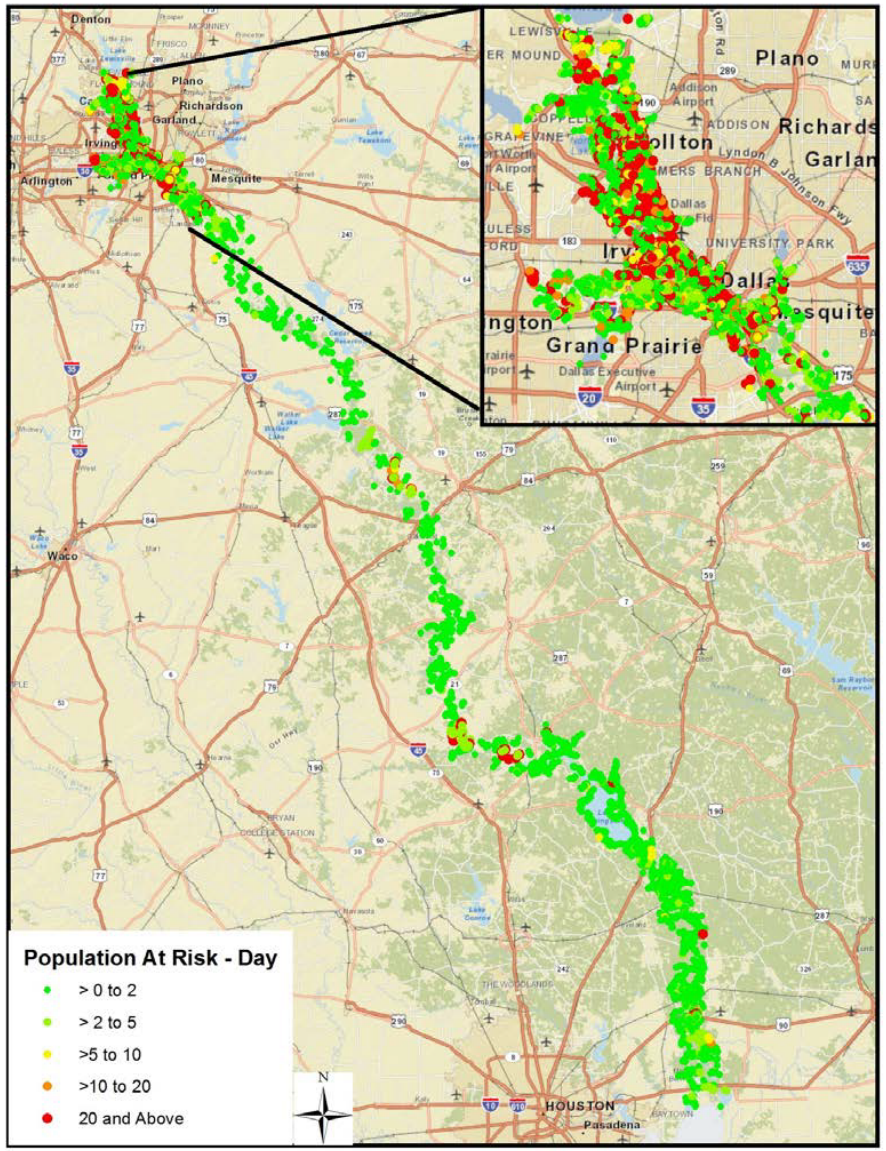
Lewisville Dam



General Project Information



Study Framework



- Modeled Area
  - Hydrology
  - Hydraulics
  - Economic Damages
  - Life Loss
- Denton & Dallas Counties
  - 96% of economic damages
  - 98% of life loss
  - Focus for stakeholder coordination

Study Framework

- Environmental Modeling
- Covers Potential Alternatives with Borrow
- Dallas Floodway EIS – known, reviewed & approved information for downstream

Potential Failure Modes

Risk Driving PFMs

• Internal erosion of soil foundation (seepage) – very high risk of incremental life loss with likelihood of failure moderate to low

• Instability, uplift and sliding – high risk of incremental life loss with likelihood of failure high to moderate

Other PFMs Being Considered

• Internal erosion of embankment along the main water conduit (very high risk of incremental life loss with likelihood of failure low to remote)

• Failure of municipal water lines along the embankment toe, resulting in erosion of toe (very high risk of incremental life loss with likelihood of failure low to remote)

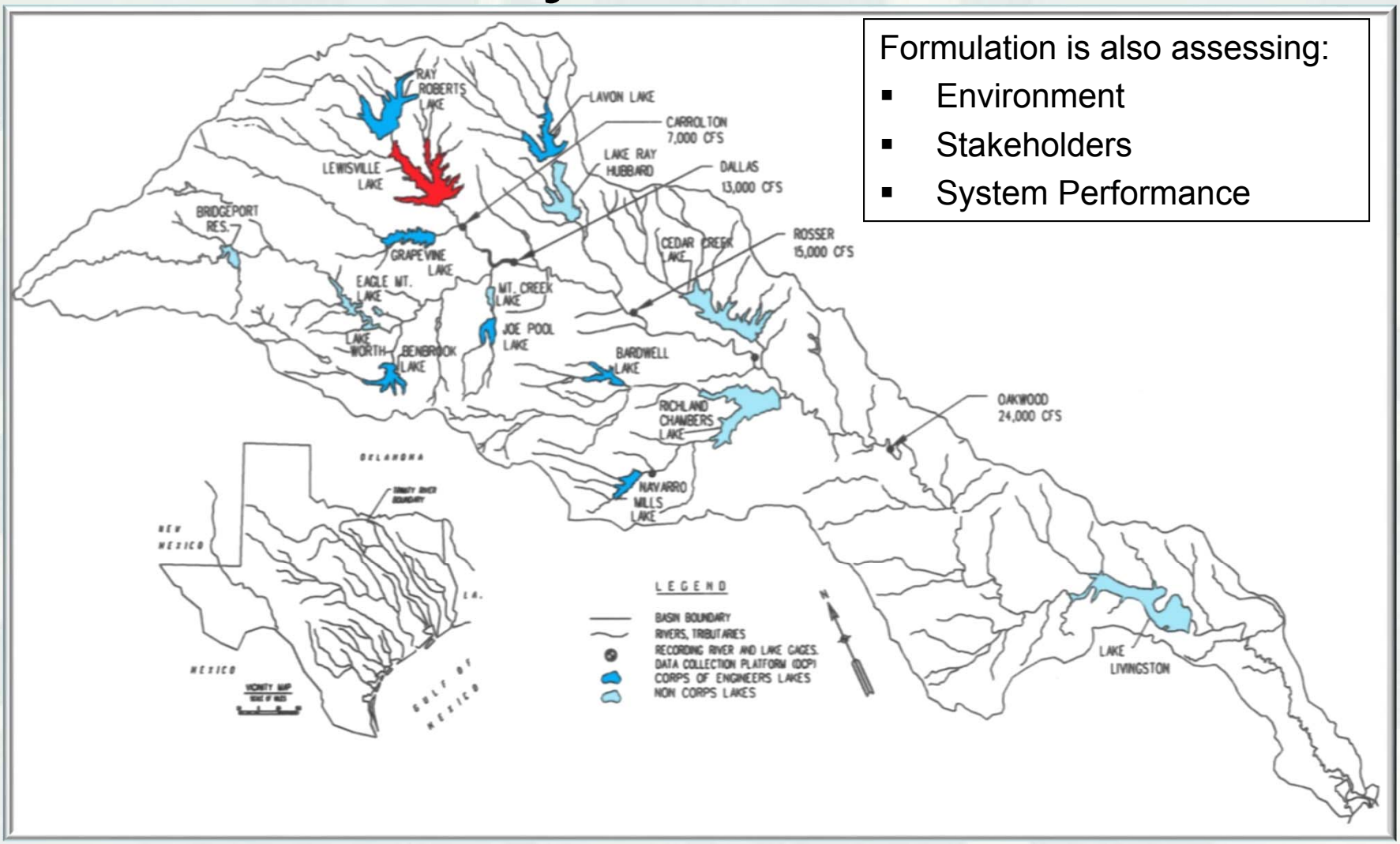
•Municipal water line relocation will occur regardless of the alternative chosen.

• Local Instability of Embankment Leading to Loss of Crest (high risk of incremental life loss with likelihood of failure remote)

Study Framework

- Problems
  - Geologic Conditions (Seepage, Instability), Knowledge Growth Since Design and Construction, Consequences
- Opportunities
  - Reduce Probability/Consequences
  - Includes non-risk driving PFMs for ALARP
- Objectives
  - Reduce PFM Probabilities
  - Reduce Potential Consequences
- Constraints
  - Water Supply Storage Agreements
  - Applicable Laws and Policies
- Issues/Risks
  - Reservoir System Operations and System Flood Fighting

Study Framework



Formulation is also assessing:

- Environment
- Stakeholders
- System Performance

So, what can we do???

Formulate, Evaluate and Compare Potential Measures (started with over 30) and Alternatives (started with13) to

- Address our Problems,
- Take Advantage of Our Opportunities,
- Meet Our Objectives,
- Meet Our Constraints, and
- Minimize Our Risks

Alternatives

- A reasonable array of alternatives has been identified.
- The following are required alternatives:
  - ► No Action
  - ► Meeting full tolerable risk guidelines
  - ► Achieving only tolerable risk limit for life-safety
  - ► Remove structure
  - ► Replace structure
- ALARP – As Low As Reasonably Practicable – what makes sense to add for non-risk driving PFMs

Alternatives

PFM	MEASURE	ALTERNATIVE							
		1	2	3	4	5	6	7	8
4A	Upstream Cutoff Wall	X	X						
	Downstream Inverted Filter Berm with Collection Trench			X	X	X	X	X	X
4B	Upstream Cutoff Wall	X							
	Downstream Inverted Filter Berm					X	X		
	Collection Trench		X	X	X				
	Relief Wells							X	X
6	Post-Tensioned Anchors with Upstream Geomembrane Cutoff				X		X		
	Buttress with Piers and Upstream Geomembrane Cutoff	X	X	X		X		X	X
7	Remove and Replace Apron Slabs	X	X	X		X			
	Overlay				X		X	X	
	Minimal apron repairs with lateral drainage								X
2	Conduit Filter	O	O	O	O	O	O	O	O
8	Stability Berm with Crest Replacement	O	O	O	O	O	O	O	O

Stakeholder Coordination

- Water Supply Partners – City of Dallas & City of Denton
- Lewisville Lake Environmental Learning Area (LLELA)
- Lewisville Aquatic Ecosystem Research Facility (LAERF)
- City of Lewisville
- Upper Trinity Water District
- Garland Power and Light
- Texas New Mexico Power and Light
- Co-Serve
- Verizon
- Grande
- U.S. Fish and Wildlife Service
- Texas Parks and Wildlife Department
- State Historical Preservation Office
- Emergency Management Offices

Moving Forward

- Continue Stakeholder Coordination
- Evaluate and Compare Alternatives
- Identify the Recommended Plan (Feb 2016)
- Vertical Team Approval of the Recommended Plan (March 2016)
- Development of Additional Engineering and Cost Detail for Recommended Plan (Mar-Aug 2016)
- Publish Draft EIS for Review (Sept/Oct 2016)
- Report/EIS Approval (Summer 2017)

Who to Contact

- EIS
  - Marcia Hackett, U.S. Army Corps of Engineers, P.O. Box 17300, Room 3A12, Fort Worth, Texas 76102-0300 or by email at Marcia.R.Hackett@usace.army.mil
- Lake Operations
  - Rob Jordan, Robert.S.Jordan@usace.army.mil
- 2015 Flooding
  - Public Affairs, U.S. Army Corps of Engineers, Fort Worth District, CESWF-PAO, P.O. Box 17300, Fort Worth, TX 76102-0300, public.affairs@usace.army.mil

Thank you for coming!!!

EIS Point of Contact

Marcia Hackett, U.S. Army Corps of Engineers,
P.O. Box 17300, Room 3A12,
Fort Worth, Texas 76102-0300
or by email at
Marcia.R.Hackett@usace.army.mil

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: December 21, 2015

SUBJECT: **Public Hearing: Consideration of an Ordinance Amending the Zoning Ordinance in Order to Amend the Concept Plan for Hebron 121 Station; a Mixed Use Development on an Approximately 90.08-Acre Tract of Land out of the A.J. Hitchcock Survey, Abstract No. 614; the McKinney and William Survey, Abstract No. 936 and the B.B.B and C.R.R. Co. Survey, Abstract No. 144; Bounded by the DGNO Railroad to the East, Timber Creek to the West, SH 121 to the South, and Lakeside Circle to the North, and Zoned Mixed Use Ninety District (MU-90), as Requested by Riverside DPH, the Property Owner (Case No. PZ-2015-11-19).**

BACKGROUND

The MU-90 zoning and associated concept plan for Hebron 121 Station was approved by the City Council on June 2, 2008. The original concept plan consists of 1,751 multi-family units throughout the development with 20,000 square feet of office/retail space on the ground floor of a curved building located at the end of a large central promenade that contains amenities such as the leasing office, swimming pool, various sport courts and open space. The Denton County Transportation Authority (DCTA) Hebron 121 passenger rail station is located immediately north of the site. The first three phases of the development have been completed and consist of 922 multi-family units within 4-story structures. The proposed amendment adds an additional 124 units, changes the building types, reduces the office/retail square footage and adds a fitness center and restaurant to the central promenade.

ANALYSIS

Surrounding land uses and zoning are as follows:

North: Multi-family residential uses zoned MF-2; Hebron 121 Passenger Rail Station zoned PU and an electric power substation zoned GB
South: Retail uses zoned GB and undeveloped property zoned LI
East: Undeveloped property zoned LI
West: Multi-family residential uses zoned MF-2

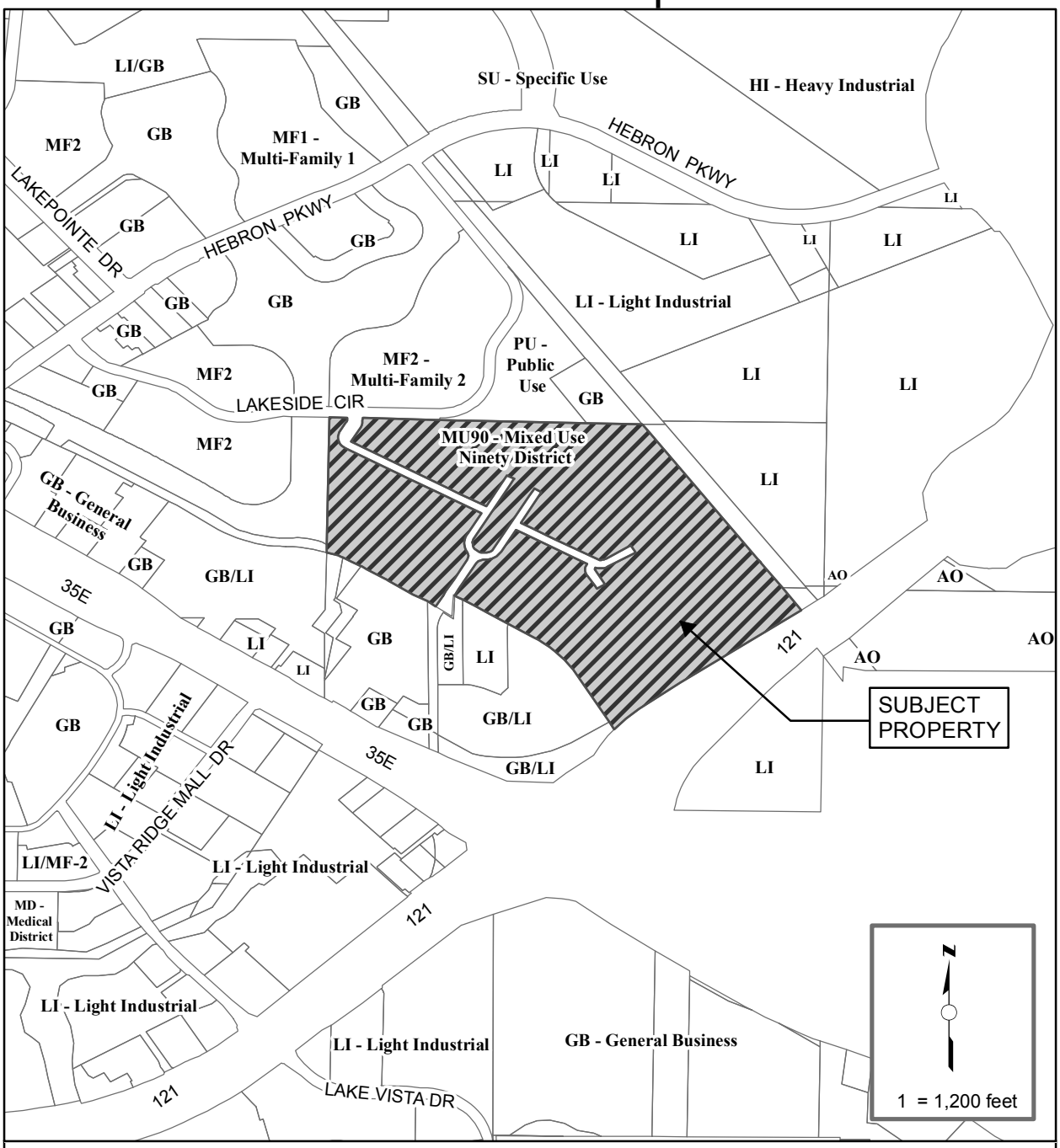
An additional 124 residential units will be added, bringing the total number of residential units in the development to 1,875, which is a 7% increase allowed by the MU-90 District. Future phases on the eastern portion of the development include the introduction of three new building types: a vertical multi-family, or townhouse style building; a wrap building where multi-family units wrap around a structured parking garage; and mansion homes, which consist of a maximum of 16 dwelling units within a single structure designed to have an appearance similar to a large single family home. The ground floor office/retail space in the curved building is proposed for reduction from 20,000 square feet to 4,000 square feet; however, the applicant and the City of Lewisville have submitted a zoning change request for MU-90 zoning on a 143-acre site east of the passenger rail station with approximately 470,000 of commercial uses adjacent to Hebron Parkway to maintain the mixed-use nature of the overall development. The amendment also includes the addition of a new building with a 1,500 square-foot restaurant and a 5,000 square-foot fitness center in front of the curved building. The entire 20,000 square-foot ground floor of the curved building will contain 12-foot ceilings, which could allow commercial uses in the future with market demand.

The Planning and Zoning Commission recommended unanimous approval of the concept plan amendment at their meeting on December 15, 2015.

RECOMMENDATION

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

Location Map



ZONING CASE NO. PZ-2015-11-19

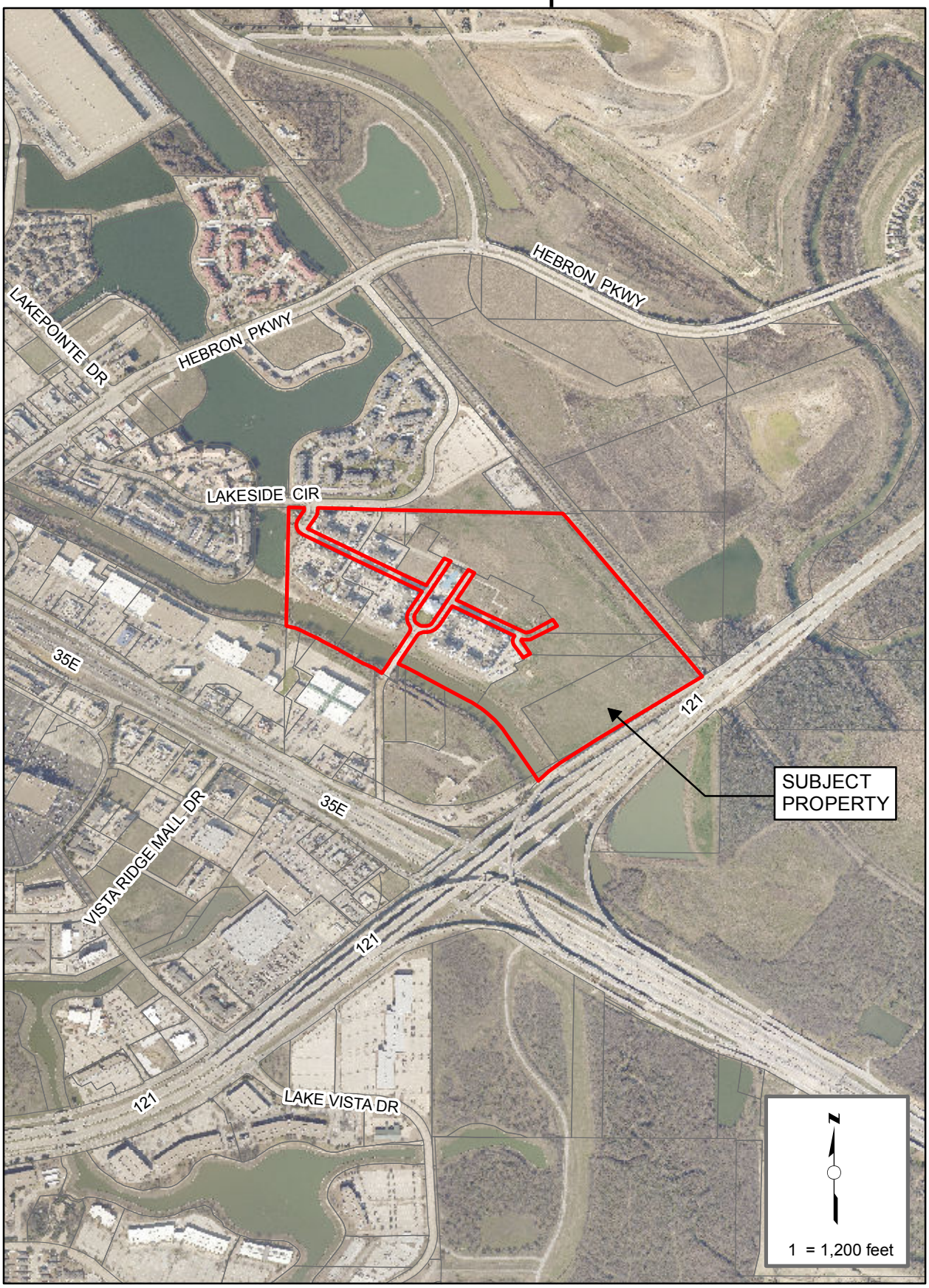
OWNER NAME: RIVERSIDE DPH

PROPERTY LOCATION: BOUNDED BY THE DGNO RAILROAD TO THE EAST, TIMBER CREEK TO THE WEST, SH 121 ON THE SOUTH, AND LAKESIDE CIRCLE TO THE NORTH (90.08 ACRES)

CURRENT ZONING: MIXED USE-NINETY (MU-90)

REQUESTED ZONING: MIXED USE-NINETY: CONCEPT PLAN AMENDMENT (MU-90)

Aerial Map


HEBRON PKWY
HEBRON PKWY
LAKEPOINTE DR
LAKESIDE CIR
35E
35E
121
121
121
VISTA RIDGE MALL DR
LAKE VISTA DR
SUBJECT PROPERTY
N
1 = 1,200 feet

SECTION 17-22.8.3 - "MU-90" MIXED USE NINETY DISTRICT REGULATIONS

(a) *Use.* The MU-90 district is intended to provide a planning, regulatory, and management framework for the design, development, and operation of urban mixed-use centers which promote social interaction, community identity, and efficient use of land and resources. The MU-90 district should also support and encourage a variety of transportation options, including transit, bicycles, and walking. The zoning district is applicable primarily to large undeveloped properties where higher density residential and commercial uses are appropriate. An application for MU-90 zoning must represent a site containing a minimum of 90 acres.

Uses may include, but are not limited to:

(1) Department stores and similar retail stores.
(2) Professional service offices, such as doctors, attorneys, architects, engineers, real estate, insurance and veterinarian clinics with no outside runs.
(3) Restaurants, including those with outdoor seating areas.
(4) Apartments (for sale or for rent units) and single family attached dwelling units (townhouses).
(5) Grocery stores.
(6) Video rental stores, movie theaters and other indoor amusements.
(7) Barber and beauty shops.
(8) Book, card, gift and stationary stores.
(9) Dry cleaning and laundry services.
(10) Gasoline service stations, excluding those with motor or transmission repair services (SUP required).
(11) Florists.
(12) Day nurseries.
(13) Hotels.
(14) Automobile parking structures
(15) Church worship facilities.
(16) Buildings and uses owned or operated by public governmental agencies.
(17) Other retail, office and service uses of a similar nature provided that the business supplies the everyday needs of the immediate neighborhood and is subject to the following conditions:
    a. The incidental display or sale of merchandise placed on private sidewalks in front of the store selling the merchandise shall be allowed during store operating hours. Uses involving overnight outside display of merchandise shall be prohibited except for seasonal sales for periods not to exceed 30 consecutive days and a maximum aggregate of 60 days per year (i.e. Christmas tree sales and sidewalk sales).
    b. Outside storage is prohibited.
    c. Platted front and side yards shall not be used for storage of merchandise, equipment, or waste containers, except as noted in section “a.” above.
    d. The use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.
    e. Only residential uses shall be allowed in Apartment and Townhouse units except commercial uses qualifying as a Home Occupation.
(18) Temporary buildings for uses incidental to construction work on the premises. Such buildings shall be removed upon the completion or abandonment of construction work.
(19) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, dust, noise, vibration or similar nuisance.
(20) Bed and breakfast (SUP required).
(21) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
(22) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
(23) Brewery, distillery, or winery.

(b) *Height*. Height regulations shall be determined by the building and fire codes.

(c) *Area*.

(1) *Size of yards*.

a. *Front yard*. There shall be a front yard having a minimum depth of five (5) feet except that a setback of not less than twenty five (25) feet shall be provided adjacent to a state or federal highway.

b. *Side yard*. A side yard of not less than five (5) feet shall be provided on the side of a lot adjoining a side street, except that a setback of not less than twenty five (25) feet shall be provided adjacent to a state or federal highway, otherwise no side yard setback is required.

c. *Rear yard.* No rear setback is required except that a setback of not less than twenty five (25) feet shall be provided adjacent to a state or federal highway.

(d) *Apartment use*.

(1) *Minimum dwelling size*. The floor area of any apartment unit shall contain a minimum of 500 square feet of livable floor space, but units within any single building must contain an average of 650 square feet of livable floor space, excluding garages, porches, breezeways, common entry halls or common storage.

(e) *Single family attached (townhouse) use.*

(1) Minimum dwelling size: The floor area of each townhouse unit shall contain a minimum of 1,200 square feet of livable floor space, exclusive of garages, porches, breezeways, common entry halls or common storage.

(2) *Size of lot*.

a. *Lot area*. No building shall be constructed on any lot less than 1,700 square feet per dwelling unit.

b. *Lot width*. The width of a lot shall not be less than 20 feet at any point.

c. *Lot depth*. The depth of a lot shall not be less than 75 feet at any point.

(f) *Concept plan required*.

(1) At the time of submitting a request for a change in zoning to mixed use ninety, the applicant shall include a concept plan for the proposed development. The concept plan is a comprehensive narrative, complete with illustrations, outlining the proposed development in detail. The concept plan shall show the applicant's intent for the use of the land within the proposed zoning district in a graphic manner and as may be required, supported by written documentation of proposals and standards for development.

(2) The concept plan shall include and is not limited to the following:

a. General uses and location of buildings
b. Thoroughfares and access
c. Preliminary lot layout
d. Size, type and location of buildings and building sites
e. Density, number of dwelling units, square feet of non-residential uses
f. Screening
g. Concept landscape plan
h. Lighting plan
i. Building elevations in color (1 set)
j. Exterior finish material and architectural character
k. Open Space and amenities
l. Phasing plan
m. Project scheduling
n. Items not consistent with the city's general development ordinance and requested variances
o. Traffic study (if needed)

p. Physical features of the site

(3) The plat and engineering site plan shall be substantially consistent with the concept plan approved with the zoning request. If the number of dwelling units, total amount of non-residential uses, proposed open space and amenities differs from the concept plan by more than ten percent (10%) the applicant will be required to file a new zone change request. Changes to the concept plan not impacting the above conditions including changes in the building layout may be approved by the planning and zoning commission with an amended concept plan and narrative submittal explaining the conditions for change. Denials may be appealed to the city council for a final resolution.

MINUTES
PLANNING AND ZONING COMMISSION
DECEMBER 15, 2015

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30p.m. Members present: James Davis (Chairman), Sean Kirk, Brandon Jones, Mary Ellen Miksa, Alvin Turner, Steve Byars and Kristin Green (arrived at Item 4).

Staff members present: Richard Luedke, Planning Manager; Mary Paron-Boswell, Senior Planner; and June Sin, Planner

---

Item 5:

Public Hearings for Zoning and Zoning Ordinance Amendments were next on the agenda.

A. Consideration of an Amendment to the Zoning Ordinance in Order to Amend the Concept Plan for Hebron 121 Station; a Mixed Use Development on an Approximately 90.08-Acre Tract of Land out of the A.J. Hitchcock Survey, Abstract No. 614; the McKinney and William Survey, Abstract No. 936 and the B.B.B and C.R.R. Co. Survey, Abstract No. 144; Bounded by the DGNO Railroad to the East, Timber Creek to the West, SH 121 to the South, and Lakeside Circle to the North, and Zoned Mixed Use Ninety District (MU-90), as Requested by Riverside DPH, the Property Owner (Case No. PZ-2015-11-19).

Staff gave a brief presentation on the proposed concept amendment for the Hebron 121 Station development. Staff explained that this item is being brought forth before the Planning and Zoning Commission once again for consideration due to a procedural error related to the notification process. The applicant has also made a few minor changes to the proposal. Concept plan changes proposed include an increase of 124 residential units; the addition of 3 additional housing types; retail space reduction from 20,000 square feet to 4,000 square feet; the addition of a 5,000 square-foot fitness center and a 1,500 square-foot restaurant. Chairman Davis opened the public hearing. There being no one present to speak, the public hearing was closed. *A motion was made by Steve Byars to recommend approval of the concept plan amendment request, seconded by Kristin Green. The motion passed unanimously (7-0).*

RECEIVED JUL 2 2 2015

LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

This Section (Office Use Only)	
Case:	
PZ:	CC:
Sign/s Picked Up By:	no sign req. since it is a concept plan change

ZONE CHANGE APPLICATION

Owner/s (name): Riverside DPN	
Company Name:	
Mailing Address: 8200 Douglas Avenue Suite 300 Dallas TX 75225	
Work #: 214-526-3000	Cell #: 214-458-3905
E-Mail: Elvio@HuffinesCommunities.com	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization):	Date: 7/14/15
Printed Name: Donald Huffines	

Applicant/Agent (name):	
Company Name:	
Mailing Address:	
Work #:	Cell #:
E-Mail:	
Applicant/Agent Signature:	Date: 7/13/15
Printed Name: Donald Huffines	

Current Zoning: MU-90 Requested Zoning: MU-90 Concept Plan Change Acres: 36.30

Legal Description (Lot/ Block/Tract/Abstract):

Address/Location: 1 Hebron Station Circle, Lewisville TX

Application and Sign Fees:

	Less than 1/2 acre	$ 150.00
	1/2 acre up to 4.99 acres	$ 250.00
	5 acres up to 24.99 acres	$ 400.00
✓	25 acres up to 49.99 acres	$ 750.00
	50 acres up to 99.99 acres	$1,000.00
	100 acres and more	$1,500.00

Qty:	~~Zone Change Signs - $35 each.~~ ~~1 sign required for each 5 acres (max. 5 per site)~~	$

not required

Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	$ 750

HEBRON•121 STATION

CURRENT CONCEPT PLAN

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS IN ORDER TO AMEND THE CONCEPT PLAN FOR HEBRON 121 STATION, A MIXED USED DEVEOPMENT ON AN APPROXIMATELY 90.08-ACRE TRACT OF LAND OUT OF THE A.J. HITCHCOCK SURVEY, ABSTRACT NO. 614; THE MCKINNEY AND WILLIAM SURVEY, ABSTRACT NO. 936 AND THE B.B.B AND C.R.R. CO. SURVEY, ABSTRACT NO. 144; BOUNDED BY THE DGNO RAILROAD TO THE EAST, TIMBER CREEK TO THE WEST, SH 121 TO THE SOUTH, AND LAKESIDE CIRCLE TO THE NORTH; ZONED MIXED USE NINETY DISTRICT (MU-90); PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE TO AMEND THE CONCEPT PLANTHEREIN MADE; PROVIDING A PENALTY; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made to change the zoning ordinance of Lewisville, Texas in order to amend an existing concept plan by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that the zoning change to amend the concept plan for the approximately 90.08-acre property described in the attached Exhibit "A" (the "Property") be **approved**, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Lewisville, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and,

WHEREAS, the City Council of the City of Lewisville, Texas, at a public hearing called by the City Council of the City of Lewisville, Texas, did consider the following factors in making a determination as to whether this requested zoning change to amend a concept plan should be granted or denied: effect on the congestion of the streets; the fire hazards, panics and other dangers possibly present in the securing of safety from same; the effect on the promotion of health and the general welfare; effect on adequate light and air; the effect on the overcrowding of the land; the effect of the concentration on population; the effect on the transportation, water, sewerage, schools, parks and other public facilities; and,

WHEREAS, the City Council further considered among other things the character of the district and its peculiar suitability for particular uses and with the view to conserve the value of buildings, encourage the most appropriate use of land throughout this City; and,

WHEREAS, the City Council of the City of Lewisville, Texas, does find that there is a public necessity for the zoning change to amend the concept plan, that the public interest clearly requires the amendment, that the zoning change to amend the concept plan does not unreasonably invade the rights of adjacent property owners; and,

WHEREAS, the City Council of the City of Lewisville, Texas, does find that the zoning change to amend the concept plan lessens the congestion in the streets; helps secure safety from fire, panic and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and,

WHEREAS, the City Council of the City of Lewisville, Texas, has determined that there is a necessity and need for this zoning change to amend the concept plan and has also found and determined that the number of dwelling units, total amount of non-residential uses, proposed open space and amenities in the proposed concept plan amendment differ from the approved concept plan by more than ten percent and, therefore, a zoning change to amend the concept plan for the Property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Lewisville, Texas, and helps promote the general health, safety, and welfare of this community.

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

SECTION 1. The Zoning Ordinance of the City of Lewisville, Texas, be, and the same is hereby amended and changed in that the concept plan for the Property is hereby amended and in compliance with the narrative and amended concept plan attached hereto as Exhibit "B."

SECTION 2. That in all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Lewisville Zoning Ordinance and all other applicable and pertinent ordinances of the City of Lewisville, Texas.

SECTION 3. That the zoning change to amend the concept plan as herein established has been made in accordance with the comprehensive plan for the purpose of promoting health, safety, and the general welfare of the community. It has been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate

the adequate provisions of transportation, water, sewage, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. It has been made with reasonable consideration, among other things of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 4. This Ordinance shall be cumulative of all other ordinances of the City of Lewisville, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances, except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this Ordinance.

SECTION 5. That the terms and provisions of this Ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the Property shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 6. Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court, shall be subject to a fine of not more than $2,000.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 7. The fact that the present Zoning Ordinance and regulations of the City of Lewisville, Texas are inadequate to properly safeguard the health, safety, peace and general welfare of the inhabitants of the City of Lewisville, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which

requires that this Ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 21ST DAY OF DECEMBER, 2015.

APPROVED:

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

_____
Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

Exhibit B
Narrative
Concept Plan
Conceptual Elevations

01-24-08

LEGAL DESCRIPTION

BEING a 90.088 acre tract of land, situated in the McKinney & William Survey, Abstract No. 936, the A.J. Hitchcock Survey, Abstract No. 614 and the B.B.B. & C.R.R. Co. Survey, Abstract No. 144, Denton County, Texas and being part of a tract of land conveyed to Pearl J. Wiley, as recorded in Volume 435, Page 382 and all of a tract of land conveyed to Marilyn Tucker Ramsey, as recorded in Volume 3373, Page 815, Deed Records, Denton County, Texas. Said 90.088 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found Highway Department aluminum cap for corner, located at the intersection of the northerly right-of-way line of State Highway 121 (a variable width R.O.W.) and the westerly right-of-way line of M.K. & T.R.R. (a 200 foot R.O.W.);

THENCE South 52°00'35" West, leaving said westerly right-of-way line of M.K. & T.R.R., and following along said northerly right-of-way line of State Highway 121, for a distance of 1156.27 feet to a found Highway Department aluminum cap for corner, said point being the point of curvature of a curve to the left, having a delta of 13°33'28", a radius of 1006.63 feet and a chord bearing and distance of South 45°07'46" West, 237.64 feet;

THENCE southwesterly, along said northerly right-of-way line and the arc of said curve to the left, for a distance of 238.20 feet to a point for corner, said point being in the approximate centerline of Timber Creek Channel;

THENCE North 29°58'16" West, leaving said northerly right-of-way line, and following along said approximate centerline of Timber Creek Channel, for a distance of 480.95 feet to a point for corner, said point being the point of curvature of a curve to the left, having a delta of 29°09'37", a radius of 735.00 feet and a chord bearing and distance of North 44°33'05" West, 370.05 feet;

THENCE northwesterly, along said approximate centerline and the arc of said curve to the left, for a distance of 374.07 feet to a point for corner;

THENCE North 59°07'53" West, continuing along said approximate centerline, for a distance of 608.43 to a point for corner;

THENCE South 02°10'22" West, leaving said approximate centerline, for a distance of 158.84 feet to a set 1/2 inch iron rod with G.A.I. cap for corner;

THENCE North 54°52'11" West, for a distance of 187.90 feet to a set 1/2 inch iron rod with G.A.I. cap for corner, said point being the northeast corner of Lot 8, Block H, Lakepointe Phase V, an addition to the City of Lewisville as recorded in Cabinet N, Page 57, Plat Records, Denton County, Texas, and being the northeast corner of that certain

01-24-08

8.235 acre tract of land conveyed to Reliance Figueroa Association Limited Partnership, as recorded in County Clerk No. 97-R0001595, Deed Records, Denton County, Texas;

THENCE North 61°55'04" West, along the northerly line of said Partnership tract and the northerly line of said Block H, being a common line, for a distance of 106.53 feet to a set 1/2 inch iron rod with G.A.I. cap for corner;

THENCE North 57°01'39" West, continuing along said common line, for a distance of 184.07 feet to a found 1/2 inch iron rod with G.A.I. cap for corner;

THENCE North 58°47'10" West, continuing along said common line, for a distance of 201.20 feet to a found 3/4 inch iron rod for corner;

THENCE North 61°39'35" West, continuing along said common line, for a distance of 64.35 feet to a found 3/4 inch iron for corner;

THENCE North 60°44'21" West, continuing along said common line, for a distance of 62.11 feet to a found 3/4 inch iron rod for corner;

THENCE North 63°56'38" West, continuing along said common line, for a distance of 55.43 feet to a found 3/4 inch iron rod for corner, said point being the point of curvature of a non-tangent curve to the left, having a delta of 04°18'35", a radius of 858.91 feet and a chord bearing and distance of North 70°25'59" West, 64.59 feet;

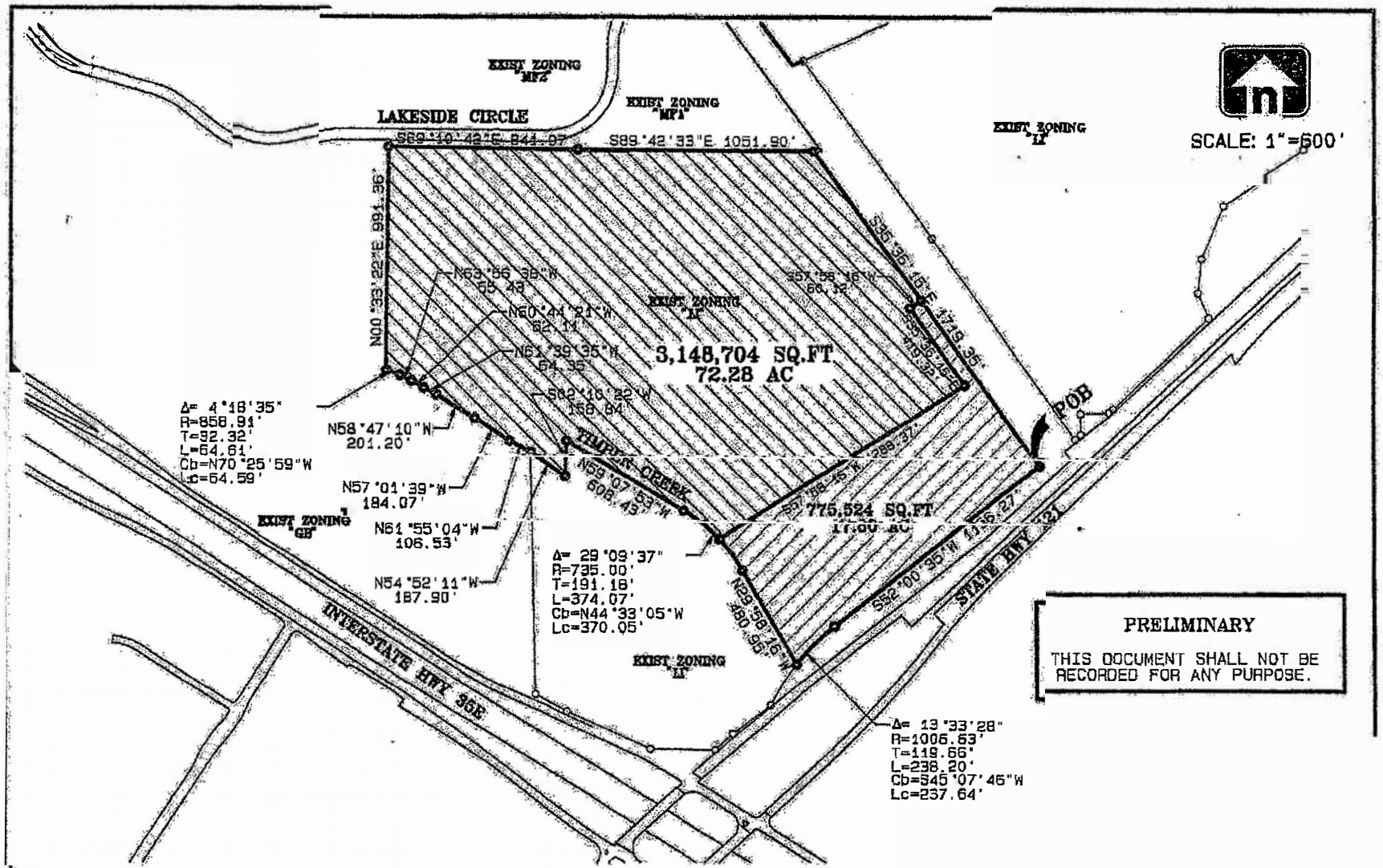
THENCE northwesterly, along said common line and the arc of said non-tangent curve to the left, for a distance of 64.61 to a found chiseled "x" in concrete rip-rap, said point being the northwest corner of said Partnership tract, and being the southeast corner of Lot 3, Block G, Lakepointe Phase 3, as recorded in Cabinet E, Pages 263-267, Plat Records, Denton County, Texas, also being the northeast corner of Lot 5A-R, Block H, Lakepointe Phase V, as recorded in Cabinet N, Page 57, Plat Records, Denton County, Texas;

THENCE North 00°33'23" East, leaving said common line, and following along the east line of said Lot 3, Block G, and the west line of said Ramsey tract, being a common line, for a distance of 991.36 feet to a found 8 inch fence post for corner, said point being in the south right-of-way line of Lakeside Circle (a variable width R.O.W.)

THENCE South 89°10'42" East, leaving said common line, and following along said south right-of-way line of Lakeside Circle, for a distance of 841.07 feet to a found 1/2 inch iron rod for corner;

THENCE South 89°42'33" East, for a distance of 1051.90 feet to a set 1/2 inch iron rod for corner, being in said westerly right-of-way line of M.K. & T.R.R.;

THENCE South 35°36'15" East, following along said westerly right-of-way line, for a distance of 1719.35 feet to the **POINT OF BEGINNING** and **CONTAINING** 3,924,248 square feet or 90.088 acres of land, more or less.



PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

PROPOSED ZONING EXHIBIT
90.08 ACRES
RIVERSIDE
LEWISVILLE, TEXAS

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
800 SIX FLAGS DRIVE, SUITE 800
ARLINGTON, TEXAS 76011 (817) 640-8535

JANUARY 2008

EXHIBIT B
NARRATIVE

December 1, 2015

Nika Reinecke
Director of Economic Development and Planning
City of Lewisville
151 W. Church Street
Lewisville, Texas 75057

Dear Ms. Reinecke,

On behalf of the owner and developer, HC Hebron Station 4, LLC (the "Owner"), I am requesting approval of an amended concept plan for the approximately 90.088-acre development known as Hebron 121 Station. The current MU-90 zoning approval for this project allows 1,751 dwelling units. The Owner proposes to increase the maximum number of dwelling units to 1,875, an increase of 124 units or approximately seven percent, consistent with the enclosed concept plan. MU-90 zoning requires a zoning amendment only if the total number of units exceeds ten percent of the units on the concept plan. Our new site plan increases the original number of permitted dwelling units by seven percent.

The owner/develop is also requesting a reduction in the amount of commercial/retail space located within the core body of Hebron 121 Station in the curved building from an estimated 20,000 sq. ft. to approximately 4,000 Square Feet of retail with a joint application between the developer and the City of Lewisville to rezone approximately 143 acres to MU-90 commercial/retail zoning with up to 420,200 sq. feet of retail space located along Hebron Parkway (see attached site plan). The Developer will be constructing approximately 1500 Sq. Feet of Restaurant located in the Hebron 121 Station area along with an approximately 5000 sq. feet of fitness center.

The Owner/Developer and the City of Lewisville are requesting a rezoning of the commercial property along Hebron Parkway from Light Industrial to Mixed Use in this application.

The Owner/Developer will also comply with the revised MU-90 zoning requirement for the average unit size per building to be greater than 650 Sq. Feet.

In addition, the Owner proposes to allow the following additional rental products in accordance with the enclosed concept plan:

1. Vertical Multi-Family (Townhome): This rental product incorporates multiple dwelling units in a building designed to give the appearance of townhouses. Units will be designed like townhouses (side by side), but each unit will not be located on a separately platted lot.

2. Wrap Building: This rental product incorporates multi-family units that wrap a structured parking garage.

3. Mansion Homes: This rental product allows a maximum of sixteen dwelling units all within a single structure designed to have an appearance similar to a large single family home. Direct access garages are available for all units. In addition, each upper floor unit will have an enclosed, private staircase. This product does not include breezeways or open corridors.

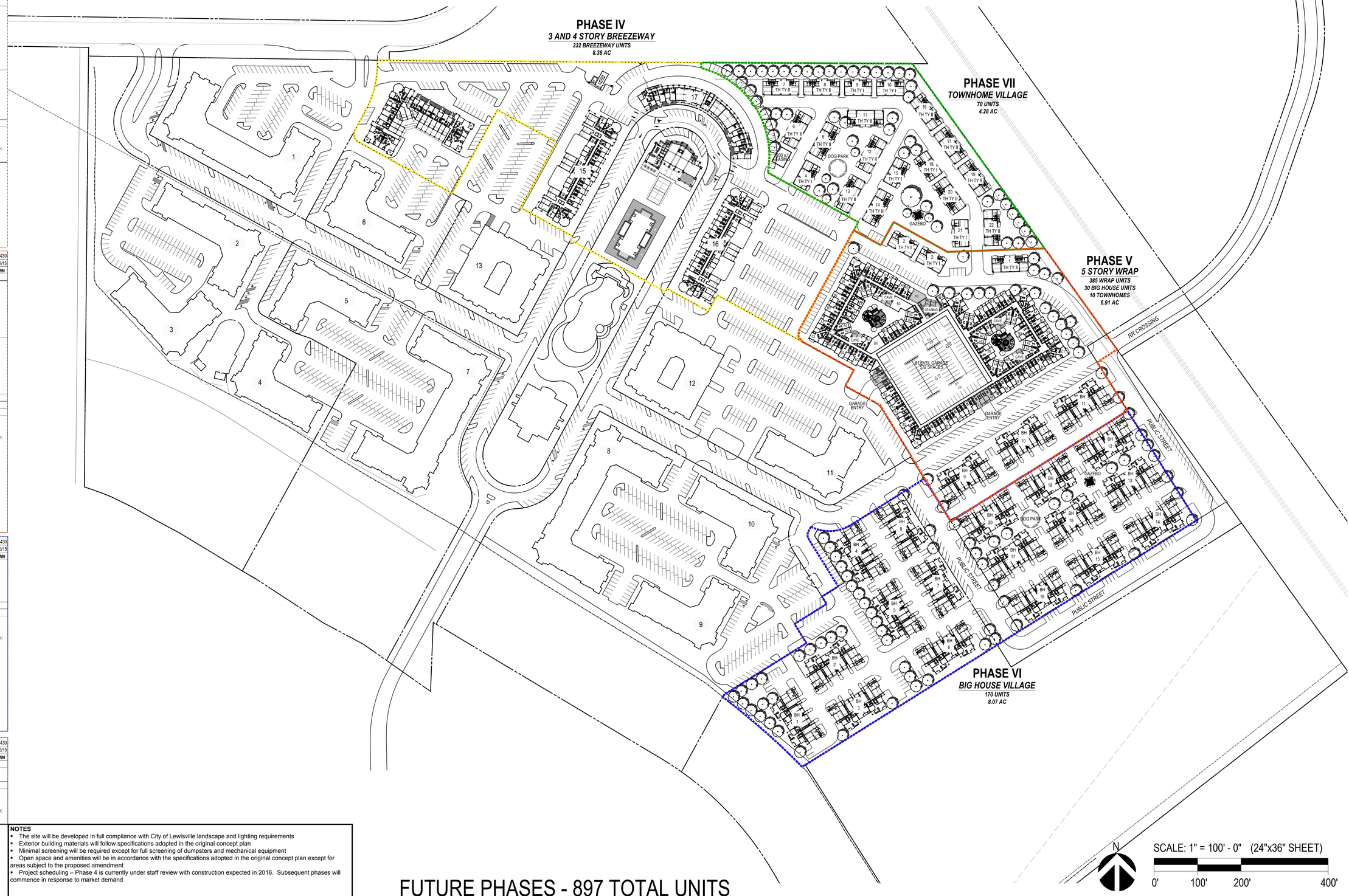
These three rental products are intended to be in addition to (not in lieu of) the residential products already permitted by the current zoning. The addition of new product design and types allows for the community to stay current with the demands of a changing populous. By offering additional designs, we are able to reach a wider group of residents that are much savvier and informed of alternative locations. These urban dwelling residents are looking for variety and choice in everything they rent or purchase. The internet allows this resident much greater access to availability in other locations outside Lewisville. The additional styles and designs allow us to continue to appeal to this more educated resident.

Please contact Elvio Bruni at 214.526.3000 or elvio@huffinescommunities.com with any comments or questions regarding this application.

Riverside DPH GP, LLC

Name: Phillip Huffines MANAGING DIRECTOR
Date: November 13 2015

EXHIBIT B – CONCEPT PLAN AMENDMENT



HEBRON 121 MASTERPLAN				HUFFINES COMMUNITIES		2014430
UNIT TABULATION - PHASE IV						11/10/15
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
E1	1br/1ba	504	19	8.19%	9,576	13.36%
E2 curved	1br/1ba	565	12	5.17%	6,780	
A1	1br/1ba	590	32	13.79%	18,880	55.17%
A2	1br/1ba	689	16	6.90%	11,024	
A2A	1br/1ba	712	16	6.90%	11,392	
A4	1br/1ba	727	6	2.59%	4,362	
A5	1br/1ba	841	4	1.72%	3,364	
A6 curved	1br/1ba	671	16	6.90%	10,736	
A7 curved	1br/1ba	814	6	2.59%	4,884	
A8	1br/1ba	634	16	6.90%	9,664	
A9	1br/1ba	631	16	6.90%	10,096	
B1	2br/2ba	888	22	9.48%	19,536	31.47%
B2	2br/2ba	1,123	9	3.88%	10,107	
B3	2br/2ba	1,242	3	1.29%	3,726	
B6	2br/2ba	1,306	19	8.19%	24,814	
B4 curved	2br/2ba	1,018	8	3.45%	8,144	
B NEW	2br/2ba	1,095	12	5.17%	13,140	
TOTALS			232	100.00%	180,225	
UNIT AVERAGE NET SF :				776.83		

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AIC SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :	776.83	S.F.
ACREAGE:	8.38	ACRES
DENSITY:	27.68	UNITS/ACRE
RETAIL:	3,921	S.F.
PARKING:		
REQUIRED	406	SPACES
PROVIDED	33	GARAGE SPACES
	399	SURFACE SPACES
	432	TOTAL SPACES
	1.86	SPACES/UNIT

HEBRON 121 MASTERPLAN				Huffines Communities		2014430
UNIT TABULATION - PHASE V - 5 STORY WRAP, BH, AND TH'S						11/10/15
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
E1	1br/1ba	572	25	5.88%	14,300	19%
A0	1br/1ba	521	56	13.2%	29,176	50%
A1	1br/1ba	647	48	11.3%	31,056	
A2	1br/1ba	708	88	20.7%	62,304	
A3	1br/1ba	680	4	0.9%	2,720	
A1L-BH	1br/1ba	645	3	0.7%	1,935	
A1U-BH	1br/1ba	758	3	0.7%	2,274	
A2U-BH	1br/1ba	787	6	1.4%	4,722	
A1-TH	1br/1ba	1,484	4	0.9%	5,936	
B0	2br/2ba	890	5	1.2%	4,450	37%
B1	2br/2ba	1,018	75	17.6%	76,350	
B2	2br/2ba	1,121	49	11.5%	54,929	
B3	2br/2ba	1,111	5	1.2%	5,555	
B1U-BH	2br/2ba	997	6	1.4%	5,982	
B2L-BH	2br/2ba	1,056	6	1.4%	6,336	
B2U-BH	2br/2ba	1,162	6	1.4%	6,972	
B1-TH	2br/2ba	1,522	6	1.4%	9,132	
C1	3br/2ba	1,383	30	7.1%	41,490	7%
TOTALS			425	100.00%	365,619	
UNIT AVERAGE NET SF :				860		

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AIC SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :	860	S.F.
ACREAGE:	6.91	ACRES
DENSITY:	61.5	UNITS/ACRE
PARKING: REQUIRED	744	SPACES (1.75 PER UNIT)
PROVIDED	751	TOTAL SPACES
	123	SURFACE SPACE
	572	PARKING GARAAGE SPACES
	56	ATTACHED GARAGE SPACES
	1.77	SPACES/UNIT

HEBRON 121 MASTERPLAN				Huffines Communities		2014430
UNIT TABULATION: PHASE VI BIG HOUSE						11/10/15
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
A1L	1br/1ba	645	17	10.00%	10,965	40.00%
A1U	1br/1ba	758	17	10.00%	12,886	
A2U	1br/1ba	787	34	20.00%	26,758	
B1U	2br/2ba	997	34	20.00%	33,898	
B2L	2br/2ba	1,056	34	20.00%	35,904	
B2U	2br/2ba	1,162	34	20.00%	39,508	60.00%
TOTALS			170	100.00%	159,919	
UNIT AVERAGE NET SF :				941		

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AIC SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :	941	S.F.
ACREAGE:	8.07	ACRES
DENSITY:	21.07	UNITS/ACRE
PARKING:		
REQUIRED	298	SPACES
PROVIDED	204	GARAGE SPACES
	120	SURFACE SPACES
	324	TOTAL SPACES
	1.91	SPACES/UNIT

HEBRON 121 MASTERPLAN				HUFFINES COMMUNITIES		14430
UNIT TABULATION - PHASE VII Town Homes						11/10/15
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
A1 TH	1br/1ba	1,484	52	74.29%	77,168	74.29%
B1 TH	2br/2ba	1,522	18	25.71%	27,396	25.71%
TOTALS			70	100.00%	104,564	
UNIT AVERAGE NET SF :				1,493.77		

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AIC SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :	1,493.77	S.F.
ACREAGE:	4.28	ACRES
DENSITY:	16.36	UNITS/ACRE
PARKING:		
REQUIRED	123	SPACES - (1.75 SPACES / UNIT)
PROVIDED	140	GARAGE SPACES
	4	SURFACE SPACES
	144	TOTAL SPACES (WITH TANDEM)
	2.06	SPACES/UNIT

NOTES

- The site will be developed in full compliance with City of Lewisville landscape and lighting requirements
- Exterior building materials will follow specifications adopted in the original concept plan
- Minimal screening will be required except for full screening of dumpsters and mechanical equipment
- Open space and amenities will be in accordance with the specifications adopted in the original concept plan except for areas subject to the proposed amendment
- Project scheduling – Phase 4 is currently under staff review with construction expected in 2016. Subsequent phases will commence in response to market demand

FUTURE PHASES - 897 TOTAL UNITS

HEBRON 121 MASTERPLAN

Huffines Communities

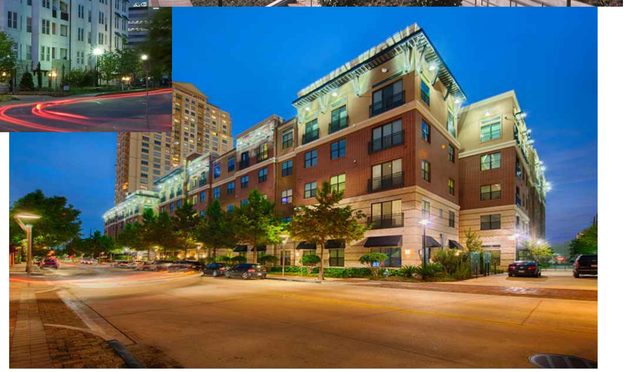
Nov 10, 2015 Lewisville, TX HPA#14430

© 2014 by **HUMPHREYS** & **PARTNERS** ARCHITECTS, LP
The arrangements depicted herein are the sole property of Humphreys & Partners Architects, LP and may not be reproduced in any form without its written permission

The architecture shown on this drawing is conceptual in nature and shown for informational purposes only. Architectural conceptual site plans are for feasibility purpose only. Revisions may occur due to further investigation from regulatory authorities and building code analysis. Dimensions shown are of a strategic intent only. Refer to surveys and civil drawings for technical information and measurements.

HUMPHREYS & PARTNERS ARCHITECTS L.P.
5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 701-9639
www.humphreys.com marketing@humphreys.com
DALLAS CHARLOTTE NEWPORT BEACH LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX

STRUCTURED
PARKING WRAP



MANSION HOME

TOWNHOMES

CONCEPTUAL ELEVATIONS - PRODUCT TYPE IMAGERY

HEBRON 121 MASTERPLAN

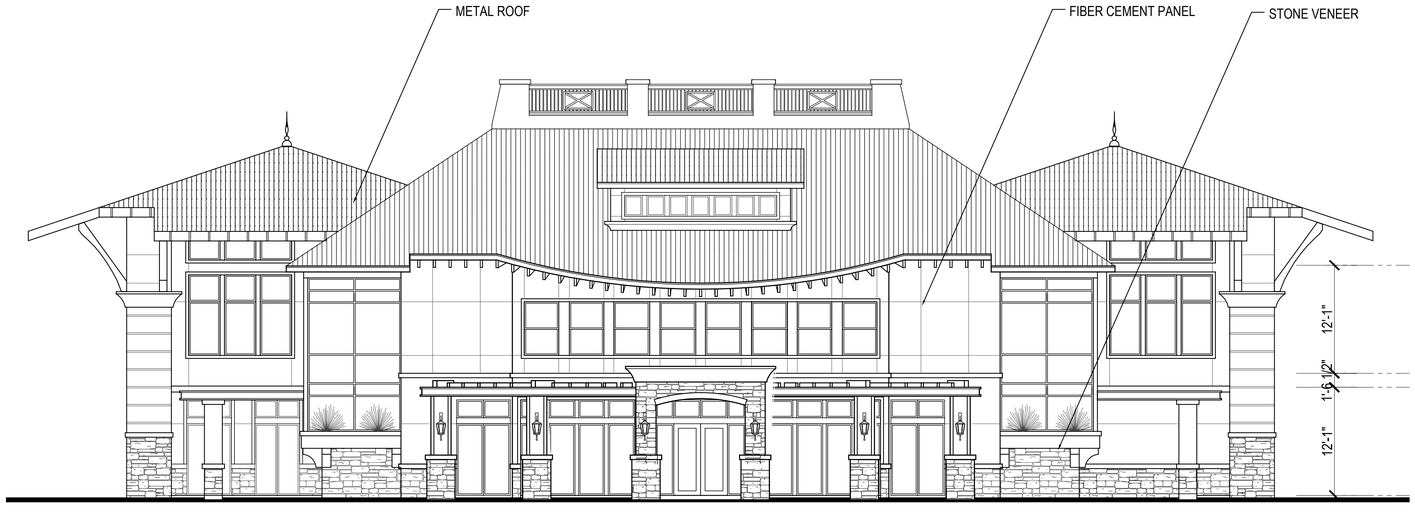
Huffines Communities

Jul 08, 2015 Lewisville, TX HPA#14430

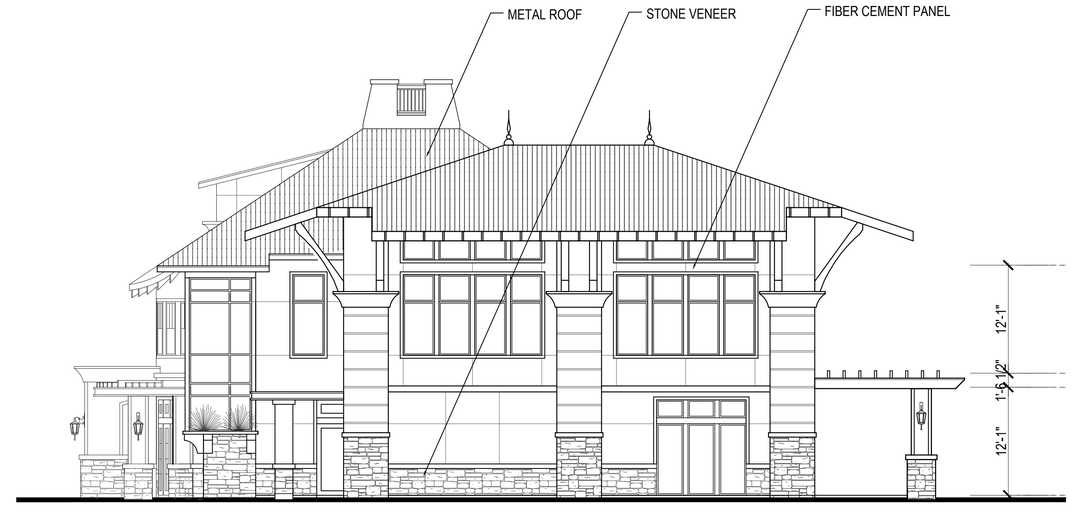
© 2014 by **HUMPHREYS** & **PARTNERS** ARCHITECTS, LP
The arrangements depicted herein are the sole property of Humphreys & Partners Architects, LP and may not be reproduced in any form without its written permission

The architecture shown on this drawing is conceptual in nature and shown for informational purposes only. Architectural conceptual site plans are for feasibility purpose only. Revisions may occur due to further investigation from regulatory authorities and building code analysis. Dimensions shown are of a strategic intent only. Refer to surveys and civil drawings for technical information and measurements.

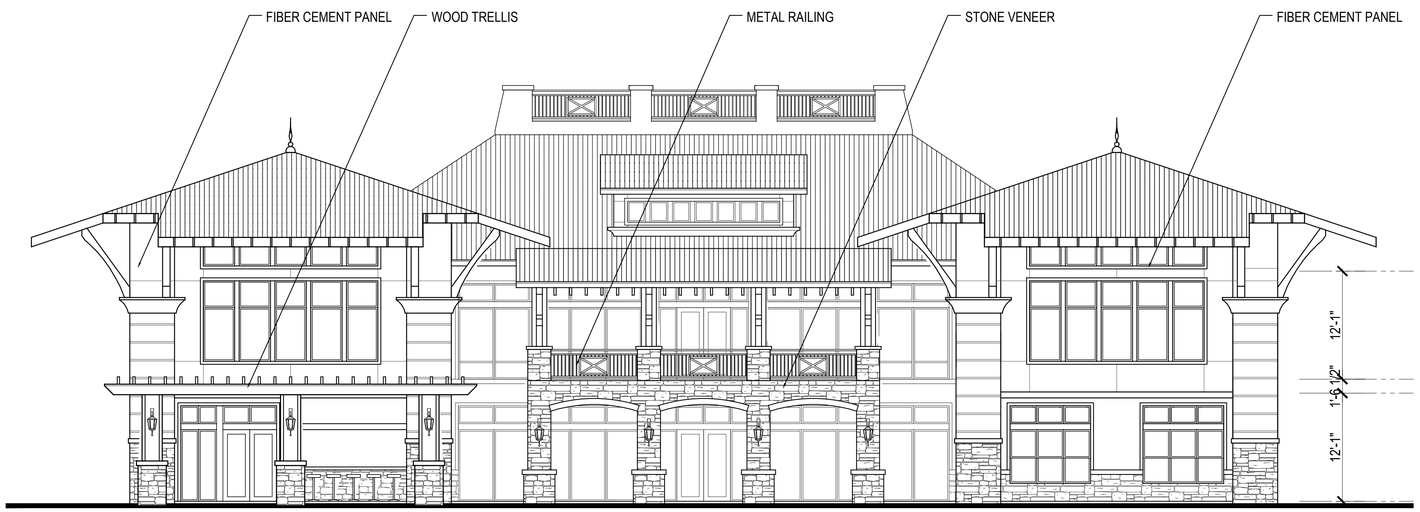
HUMPHREYS & PARTNERS ARCHITECTS L.P.
5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 701-9639
www.humphreys.com marketing@humphreys.com
DALLAS CHARLOTTE NEWPORT BEACH LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX



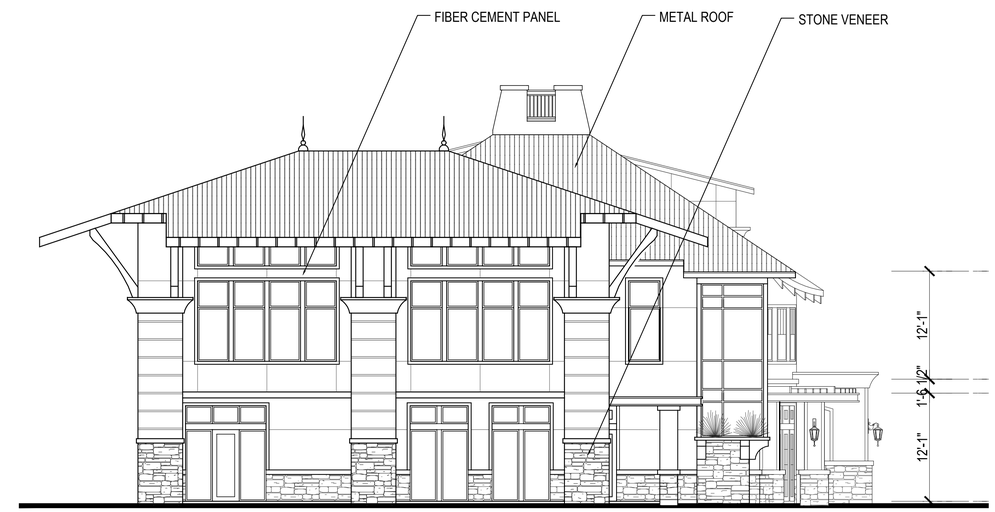
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

SCALE: 1/8" = 1'-0" (24"x36" SHEET)

0' 8' 16' 32'

FITNESS/RESTAURANT ELEVATIONS

A 904

HEBRON 121 Phase IV

Huffines Communities

Lewisville, TX

12-09-2014

HPA#14388

© 2013 by **HUMPHREYS** & **PARTNERS** ARCHITECTS, LP
The arrangements depicted herein are the sole property of Humphreys & Partners Architects, LP and may not be reproduced in any form without its written permission

Architectural conceptual site plans are for feasibility purpose only. Revisions may occur due to further investigation from regulatory authorities and building code analysis. Dimensions shown are of a strategic intent only. Refer to surveys and civil drawings for technical information and measurements.

HUMPHREYS & PARTNERS ARCHITECTS L.P.
5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 701-9639
www.humphreys.com marketing@humphreys.com
DALLAS CHARLOTTE NEWPORT BEACH LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX

SCALE: 3/16" = 1' - 0" SHEET-SIZE

0" 1" 2" 4"

FRONT ELEVATION

© 2013 by **HUMPHREYS** & **PARTNERS** ARCHITECTS, LP
The arrangements depicted herein are the sole property of Humphreys & Partners Architects, LP and may not be reproduced in any form without its written permission

Architectural conceptual site plans are for feasibility purpose only. Revisions may occur due to further investigation from regulatory authorities and building code analysis. Dimensions shown are of a strategic intent only. Refer to surveys and civil drawings for technical information and measurements.

HEBRON 121 Phase IV

Huffines Communities

Lewisville, TX

11-26-2014

HPA#14388

HUMPHREYS & PARTNERS ARCHITECTS L.P.
5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 701-9639
www.humphreys.com marketing@humphreys.com
DALLAS CHARLOTTE NEWPORT BEACH LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: December 21, 2015

SUBJECT: **Continued Public Hearing: Consideration of an Ordinance Granting a Zone Change From Light Industrial District (LI) and Agricultural Open Space District (AO) to Mixed Use Ninety District (MU-90) on an Approximately 143-Acre Tract of Land out of the J. Armendaris Survey, Abstract No. 28; the W. Cantwell Survey, Abstract No. 290; the J. Chowning Survey, Abstract No. 242; the H. Harper Survey, Abstract No. 605; the Haynes-Bullion Survey, Abstract No. 626; the A.J. Hitchcock Survey, Abstract No. 614; and the McKinney-Williams Survey, Abstract No. 936; Bounded Hebron Parkway to the North, SH 121 to the South, the DGNO Railroad to the West, and the Elm Fork Trinity River to the East, as Requested by Riverside DPH and the City of Lewisville, the Property Owners (Case No. PZ-2015-11-20).**

BACKGROUND

The entire site contain approximately 143 acres, with the northern 25 acres fronting Hebron Parkway under the ownership of Riverside DPH, which is the owner and developer of the adjacent 90-acre Hebron 121 Station mixed use development across the railroad tracks to the west. The remaining 117 acres is owned by the City of Lewisville. The entire site is currently zoned LI, except for an approximately 0.3-acre tract located at the southwest corner of the site adjacent to SH 121, which is zoned AO. The public hearing for this item was opened on December 7, 2015, and continued to December 21, 2015, at the request of Riverside DPH, and the City of Lewisville, the property owners.

ANALYSIS

Surrounding land uses and zoning are as follows:

North: Gravel mining uses zoned SU (Specific Use) and landfill uses zoned HI (Heavy Industrial)

South: Undeveloped property south of SH 121 zoned AO

East: Multi-family residential uses across the Elm Fork of the Trinity River within the City of Carrollton

West: Office Uses zoned GB; Multi-family uses zoned MF-2; passenger rail station and parking zoned PU (Public Use); electrical power substation zoned GB; and Hebron 121 Station, a mixed use development, zoned MU-90

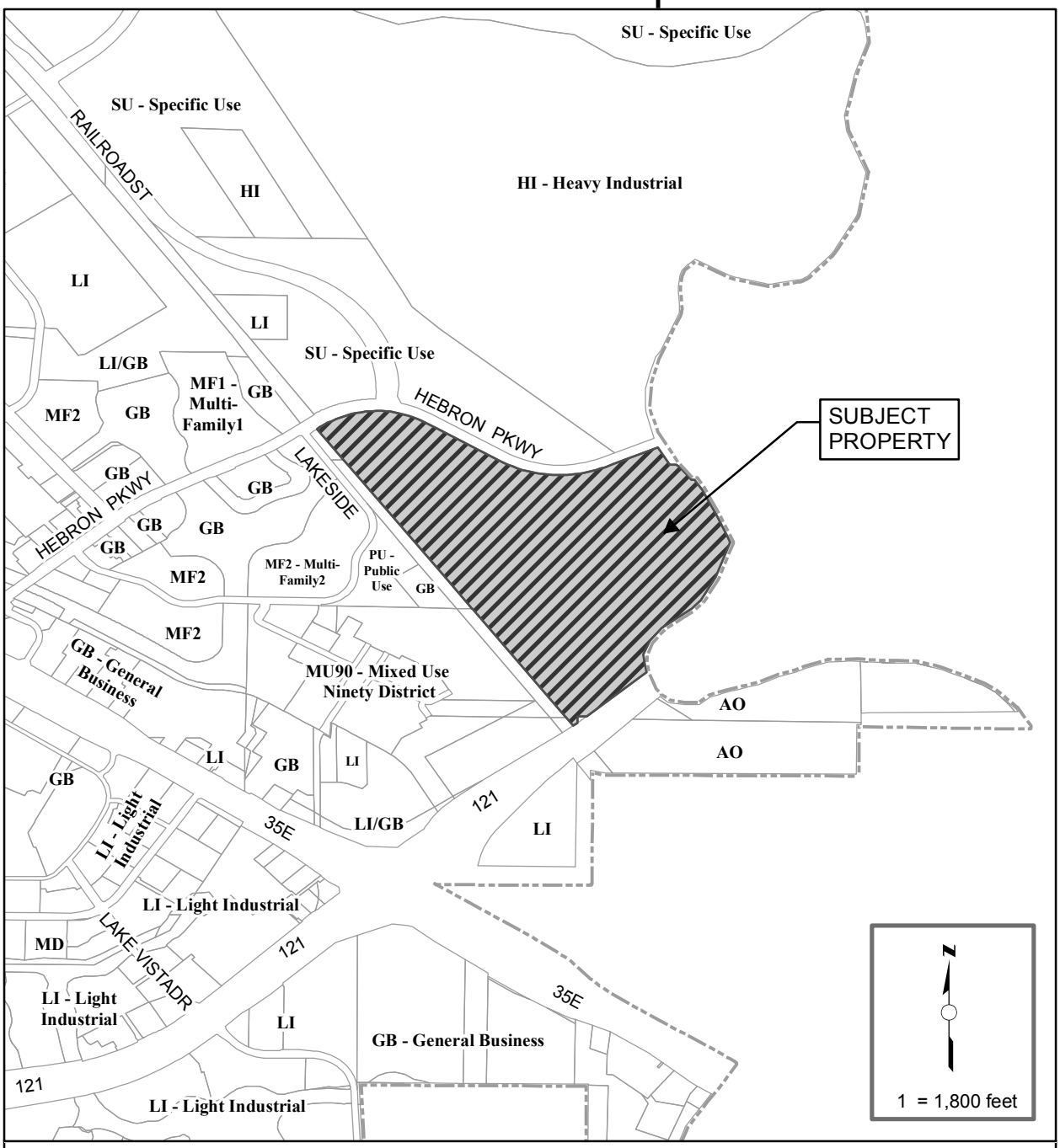
The proposed concept plan illustrates four commercial buildings with approximately 270,000 square feet fronting Hebron Parkway on the Riverside DPH portion of the site, while a hotel and conference center with approximately 208,000 square feet is shown on the City of Lewisville property adjacent to the DCTA passenger rail station. The uses shown on the plan are conceptual at this time but are allowed within the Mixed Use 90 zoning district and will be finalized as development occurs. Any changes to this plan will have to come back to the City Council for approval. A public street crosses the railroad tracks at the southern portion of the site to provide access from the Hebron 121 Station development to the west. The remainder of the property lies within the 100-year floodplain and will be used to create a lake with a network of trails, recreational features and nature-focused amenities. The 143-acre property coupled with the 90-acre Hebron 121 Station development to the west establishes a mixed use focal point, identified as the Southern Gateway in the Lewisville 2025 Plan, characterized by a walkable, pedestrian and transit oriented environment that revolves around the DCTA passenger rail station at the center of the community. The proposed concept plan is consistent with the concept for this area presented at the City Council retreat in March 2015.

The Planning and Zoning Commission recommended unanimous approval of the zone change at their meeting on November 17, 2015.

RECOMMENDATION

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

Location Map



ZONING CASE NO. PZ-2015-11-20

OWNER NAME: RIVERSIDE DPH & THE CITY OF LEWISVILLE

PROPERTY LOCATION: BOUNDED BY HEBRON PKWY TO THE NORTH, SH 121 TO THE SOUTH, DGNO RAILROAD TO THE WEST, AND ELM FORK TRINITY RIVER TO THE EAST (143.0161 ACRES)

CURRENT ZONING: LIGHT INDUSTRIAL (LI) AND AGRICULTURAL OPEN SPACE (AO)

REQUESTED ZONING: MIXED USE-NINETY (MU-90)

Aerial Map

RAILROADST
HEBRON PKWY
HEBRON PKWY
LAKESIDE
SUBJECT PROPERTY
121
35E
LAKE VISTADR
121
35E
121
N
1 = 1,800 feet

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

(a) *Use*. Buildings and premises may be used for retail, wholesale, office and service uses and campus style light manufacturing and industrial uses provided there is no dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the property on which such use is located, and which produces no noise exceeding in intensity at the boundary of the property the average intensity of noise of street traffic at that point, and no more than ten percent (10%) of the total lot is used for outside storage, and further provided that such use does not create fire or explosive hazards on adjacent property.

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

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

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

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

(c) *Area*.

(1) *Size of yards*.

a. *Front yard*. There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "LI", except that automobile parking (including automobile dealer display parking) will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.

b. *Side yard*. A side yard of not less than fifteen (15) feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.

c. *Rear yard.* No rear yard is required except that a rear yard of not less than fifty (50) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. No parking, storage or similar use shall be allowed in required rear yards in district "LI" within twenty-five (25) feet of the rear property line.

(2) *Reserved*.

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

SECTION 17-6. - "AO" AGRICULTURE – OPEN SPACE DISTRICT REGULATIONS

(a) *Use*. A building or premise shall be used only for the following purposes:

(1) All general and special agricultural, farming, ranching, stock and poultry raising, dairy and other related uses so long as same does not cause a hazard to health by reason of unsanitary conditions; and are not offensive by reason of odors, dust, fumes, noise or vibration; and are not otherwise detrimental to the public welfare; and in all cases poultry or livestock shall be kept as per the city's animal control ordinances.
(2) Public parks and recreation areas.
(3) Single-family dwellings on building lots of one (1) acre or more in areas where such dwellings can be served by city water and/or sanitary sewer services if practical or can be adequately served by water wells and/or septic tanks located on the building lot. The minimum floor area of any dwelling shall be one thousand four hundred (1400) square feet, exclusive of garages, breezeways and porches.
(4) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement (indoor or outdoor)..
(5) Buildings and uses owned or operated by public governmental agencies.
(6) Church worship facilities.
(7) Schools, private, with full curriculum accredited by the State of Texas equivalent to that of a public elementary or high school.
(8) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
(9) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, not involving the conduct of a retail business except as provided herein and for home occupations as defined by this ordinance.
(10) Accessory dwelling unit (SUP required).
(11) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
(12) Gas and oil drilling accessory uses (SUP required).
(13) Cemetery, columbarium, mausoleum and accessory uses (SUP required).

(b) *Height*. No building shall exceed thirty-five (35) feet or two and one-half (2-1/2) stories in height.

(c) *Area*.

(1) *Size of Yards*. All front, side, and rear yards shall have a dimension of not less than one hundred (100) feet.

(2) *Size of Lot*: No lot shall have an area of less than one (1) acre.

(3) *Lot Coverage*. In no case shall more than ten percent (10%) of the total area of the lot be covered by the combined area of the main buildings and accessory buildings.

SECTION 17-22.8.3 - "MU-90" MIXED USE NINETY DISTRICT REGULATIONS

(a) *Use.* The MU-90 district is intended to provide a planning, regulatory, and management framework for the design, development, and operation of urban mixed-use centers which promote social interaction, community identity, and efficient use of land and resources. The MU-90 district should also support and encourage a variety of transportation options, including transit, bicycles, and walking. The zoning district is applicable primarily to large undeveloped properties where higher density residential and commercial uses are appropriate. An application for MU-90 zoning must represent a site containing a minimum of 90 acres.

Uses may include, but are not limited to:

(1) Department stores and similar retail stores.
(2) Professional service offices, such as doctors, attorneys, architects, engineers, real estate, insurance and veterinarian clinics with no outside runs.
(3) Restaurants, including those with outdoor seating areas.
(4) Apartments (for sale or for rent units) and single family attached dwelling units (townhouses).
(5) Grocery stores.
(6) Video rental stores, movie theaters and other indoor amusements.
(7) Barber and beauty shops.
(8) Book, card, gift and stationary stores.
(9) Dry cleaning and laundry services.
(10) Gasoline service stations, excluding those with motor or transmission repair services (SUP required).
(11) Florists.
(12) Day nurseries.
(13) Hotels.
(14) Automobile parking structures
(15) Church worship facilities.
(16) Buildings and uses owned or operated by public governmental agencies.
(17) Other retail, office and service uses of a similar nature provided that the business supplies the everyday needs of the immediate neighborhood and is subject to the following conditions:
    a. The incidental display or sale of merchandise placed on private sidewalks in front of the store selling the merchandise shall be allowed during store operating hours. Uses involving overnight outside display of merchandise shall be prohibited except for seasonal sales for periods not to exceed 30 consecutive days and a maximum aggregate of 60 days per year (i.e. Christmas tree sales and sidewalk sales).
    b. Outside storage is prohibited.
    c. Platted front and side yards shall not be used for storage of merchandise, equipment, or waste containers, except as noted in section “a.” above.
    d. The use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.
    e. Only residential uses shall be allowed in Apartment and Townhouse units except commercial uses qualifying as a Home Occupation.
(18) Temporary buildings for uses incidental to construction work on the premises. Such buildings shall be removed upon the completion or abandonment of construction work.
(19) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, dust, noise, vibration or similar nuisance.
(20) Bed and breakfast (SUP required).
(21) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
(22) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
(23) Brewery, distillery, or winery.

(b) *Height*. Height regulations shall be determined by the building and fire codes.

(c) *Area*.

(1) *Size of yards*.

a. *Front yard*. There shall be a front yard having a minimum depth of five (5) feet except that a setback of not less than twenty five (25) feet shall be provided adjacent to a state or federal highway.

b. *Side yard*. A side yard of not less than five (5) feet shall be provided on the side of a lot adjoining a side street, except that a setback of not less than twenty five (25) feet shall be provided adjacent to a state or federal highway, otherwise no side yard setback is required.

c. *Rear yard.* No rear setback is required except that a setback of not less than twenty five (25) feet shall be provided adjacent to a state or federal highway.

(d) *Apartment use*.

(1) *Minimum dwelling size*. The floor area of any apartment unit shall contain a minimum of 500 square feet of livable floor space, but units within any single building must contain an average of 650 square feet of livable floor space, excluding garages, porches, breezeways, common entry halls or common storage.

(e) *Single family attached (townhouse) use.*

(1) Minimum dwelling size: The floor area of each townhouse unit shall contain a minimum of 1,200 square feet of livable floor space, exclusive of garages, porches, breezeways, common entry halls or common storage.

(2) *Size of lot*.

a. *Lot area*. No building shall be constructed on any lot less than 1,700 square feet per dwelling unit.

b. *Lot width*. The width of a lot shall not be less than 20 feet at any point.

c. *Lot depth*. The depth of a lot shall not be less than 75 feet at any point.

(f) *Concept plan required*.

(1) At the time of submitting a request for a change in zoning to mixed use ninety, the applicant shall include a concept plan for the proposed development. The concept plan is a comprehensive narrative, complete with illustrations, outlining the proposed development in detail. The concept plan shall show the applicant's intent for the use of the land within the proposed zoning district in a graphic manner and as may be required, supported by written documentation of proposals and standards for development.

(2) The concept plan shall include and is not limited to the following:

a. General uses and location of buildings
b. Thoroughfares and access
c. Preliminary lot layout
d. Size, type and location of buildings and building sites
e. Density, number of dwelling units, square feet of non-residential uses
f. Screening
g. Concept landscape plan
h. Lighting plan
i. Building elevations in color (1 set)
j. Exterior finish material and architectural character
k. Open Space and amenities
l. Phasing plan
m. Project scheduling
n. Items not consistent with the city's general development ordinance and requested variances
o. Traffic study (if needed)

p. Physical features of the site

(3) The plat and engineering site plan shall be substantially consistent with the concept plan approved with the zoning request. If the number of dwelling units, total amount of non-residential uses, proposed open space and amenities differs from the concept plan by more than ten percent (10%) the applicant will be required to file a new zone change request. Changes to the concept plan not impacting the above conditions including changes in the building layout may be approved by the planning and zoning commission with an amended concept plan and narrative submittal explaining the conditions for change. Denials may be appealed to the city council for a final resolution.

MINUTES
PLANNING AND ZONING COMMISSION
NOVEMBER 17, 2015

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 p.m. Members present: James Davis (Chairman), Brandon Jones, Steve Byars, Alvin Turner and Kristin Green. Members Sean Kirk and Mary Ellen Miksa were absent.

Staff members present: Richard Luedke, Planning Manager and Mary Paron-Boswell, Senior Planner.

Item 4:

Public Hearings for Zoning and Zoning Ordinance Amendments were next on the agenda.

B. Consideration of a Zone Change Request from Light Industrial District (LI) and Agricultural Open Space District (AO) to Mixed Use Ninety District (MU-90) on a 143.0161-Acre Tract of Land out of the J. Armendaris Survey, Abstract No. 28; the W. Cantwell Survey, Abstract No. 290; the J. Chowning Survey, Abstract No. 242; the H. Harper Survey, Abstract No. 605; the Haynes-Bullion Survey, Abstract No. 626; the A.J. Hitchcock Survey, Abstract No. 614; and the McKinney-Williams Survey, Abstract No. 936; Bounded Hebron Parkway to the North, SH 121 to the South, DGNO Railroad to the West, and the Elm Fork Trinity River to the East; as Requested by Riverside DPH and the City of Lewisville, the property owners (Case No. PZ-2015-11-20).

Staff gave a brief presentation on the zone change request. The entire site contains approximately 143 acres, with the northern 25 acres fronting Hebron Parkway under the ownership of Riverside DPH, which is the owner and developer of the adjacent 90-acre Hebron 121 Station mixed use development across the railroad tracks to the west. The remaining 117 acres is owned by the City of Lewisville. Staff presented a concept plan for the entire site. James Davis asked if there was a timeframe on developing the City property and how would it be funded. Staff indicated that this would be a multi-phased project and that funding would be from multiple sources. Elvio Bruni of Riverside DPH also spoke in favor of the project and indicated that this was an evolving plan and that there was interest along the frontage areas but that the landfill to the north was a negative factor. Kristen Green asked if the green space proposed would be used by the residents across the railroad track in the Hebron 121 Station project. Mr. Bruni indicated that the pedestrian passageways to the green space would be open to all residents of Lewisville and that there would be one vehicular rail crossing and one pedestrian rail crossing. The public hearing was opened and there being no one else present to speak on the item the public hearing was then closed. *A motion was made by Steve Byars to recommend approval of the zone change request, seconded by Alvin Turner. The motion passed unanimously (5-0).*

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

LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

ZONE CHANGE APPLICATION

Owner/s (name):	
Company Name:	RIVERSIDE DPH, L.P.
Mailing Address:	8200 DOUGLAS AVENUE, SUITE 300 DALLAS TX 75225
Work #: 214-750-1800	Cell #: 214-458-3905
E-Mail:	ELVIO@HUFFINESCOMMUNITIES.COM
~~Owner~~ Signature (Owner/s Must Sign or Submit Letter of Authorization): MANAGING MEMBER	Date: 11/6/15
Printed Name:	PHILLIP HUFFINES

Applicant/Agent (name):	
Company Name:	
Mailing Address:	
Work #:	Cell #:
E-Mail:	
Applicant/Agent Signature	Date:
Printed Name:	

Current Zoning: LI Requested Zoning: MU-90 Acres: 25

Legal Description (Lot/ Block/Tract/Abstract): _____

Address/Location: HEBRON PARKWAY EAST OF DCTA RAILROAD

Application and Sign Fees:

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

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

Qty: _____	**Zone Change Signs - $35 each.** 1 sign required for each 5 acres (max. 5 per site)	$ _____

Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	$ _____

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

LEWISVILLE
Deep Roots, Broad Wings, Bright Future.

ZONE CHANGE APPLICATION

Owner/s (name): City of Lewisville	
Company Name:	
Mailing Address: PO Box 299002 Lewisville, TX 75029-9002	
Work #: 972-219-3455	Cell #:
E-Mail:	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization):	Date: 11-6-15
Printed Name: Eric Ferris, Assistant City Manager	

Applicant/Agent (name): Same as above	
Company Name:	
Mailing Address:	
Work #:	Cell #:
E-Mail:	
Applicant/Agent Signature	Date:
Printed Name:	

Current Zoning: LI & AO Requested Zoning: MU-90 Acres: 117.5129

Legal Description (Lot/ Block/Tract/Abstract): See attached

Address/Location: S of Hebron Pkwy, N of SH121, E of DGNO Railroad and W of the Elm Fork of the Trinity River

Application and Sign Fees:

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

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

Qty: _____	**Zone Change Signs - $35 each.** 1 sign required for each 5 acres (max. 5 per site)	$ _____

Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	$ _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS BY REZONING AN APPROXIMATELY 143-ACRE TRACT OF LAND OUT OF THE J. ARMENDARIS SURVEY, ABSTRACT NO. 28; THE W. CANTWELL SURVEY, ABSTRACT NO. 290; THE J. CHOWNING SURVEY, ABSTRACT NO. 242; THE H. HARPER SURVEY, ABSTRACT NO. 605; THE HAYNES-BULLION SURVEY, ABSTRACT NO. 626; THE A.J. HITCHCOCK SURVEY, ABSTRACT NO. 614; AND THE MCKINNEY-WILLIAMS SURVEY, ABSTRACT NO. 936; BOUNDED BY HEBRON PARKWAY TO THE NORTH, SH 121 TO THE SOUTH, THE DGNO RAILROAD TO THE WEST, AND THE ELM FORK TRINITY RIVER TO THE EAST; FROM LIGHT INDUSTRIAL DISTRICT (LI) ZONING AND AGRICULTURAL OPEN SPACE DISTRICT (AO) TO MIXED USE NINETY DISTRICT (MU-90) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that rezoning of the approximately 143.0161-acre property described in the attached Exhibit "A" (the "Property") be **approved**, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Lewisville, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and,

WHEREAS, the City Council of the City of Lewisville, Texas, at a public hearing called by the City Council of the City of Lewisville, Texas, did consider the following factors in making a determination as to whether this requested change should be granted or denied: effect on the congestion of the streets; the fire hazards, panics and other dangers possibly present in the securing of safety from same; the effect on the promotion of health and the general welfare; effect on adequate light and air; the effect on the overcrowding of the land; the effect of the concentration on population; the effect on the transportation, water, sewerage, schools, parks and other public facilities; and,

WHEREAS, the City Council further considered among other things the character of the district and its peculiar suitability for particular uses and with the view to conserve the value of buildings, encourage the most appropriate use of land throughout this City; and,

WHEREAS, the City Council of the City of Lewisville, Texas, does find that there is a public necessity for the zoning change, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of adjacent property owners; and,

WHEREAS, the City Council of the City of Lewisville, Texas, does find that the change in zoning lessens the congestion in the streets; helps secure safety from fire, panic and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and,

WHEREAS, the City Council of the City of Lewisville, Texas, has determined that there is a necessity and need for this change in zoning and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the Property since

it was originally classified and, therefore, feels that a change in zoning classification for the Property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Lewisville, Texas, and helps promote the general health, safety, and welfare of this community.

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

SECTION 1. The Zoning Ordinance of the City of Lewisville, Texas, be, and the same is hereby amended and changed in that the zoning of the Property is hereby changed to **MIXED USE NINETY DISTRICT (MU-90) ZONING** in compliance with the narrative and concept plan attached hereto as Exhibit "B"; and

SECTION 2. The City Manager, or her designee, is hereby directed to correct the official zoning map of the City of Lewisville, Texas, to reflect this change in zoning.

SECTION 3. That in all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Lewisville Zoning Ordinance and all other applicable and pertinent ordinances of the City of Lewisville, Texas.

SECTION 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, and the general welfare of the community. They have been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewage, parks and other public requirements, and to make

adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 5. This Ordinance shall be cumulative of all other ordinances of the City of Lewisville, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances, except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this Ordinance.

SECTION 6. That the terms and provisions of this Ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the Property shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 7. Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court, shall be subject to a fine of not more than $2,000.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 8. The fact that the present Zoning Ordinance and regulations of the City of Lewisville, Texas are inadequate to properly safeguard the health, safety, peace and general welfare of the inhabitants of the City of Lewisville, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which

requires that this Ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 21ST DAY OF DECEMBER, 2015.

APPROVED:

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

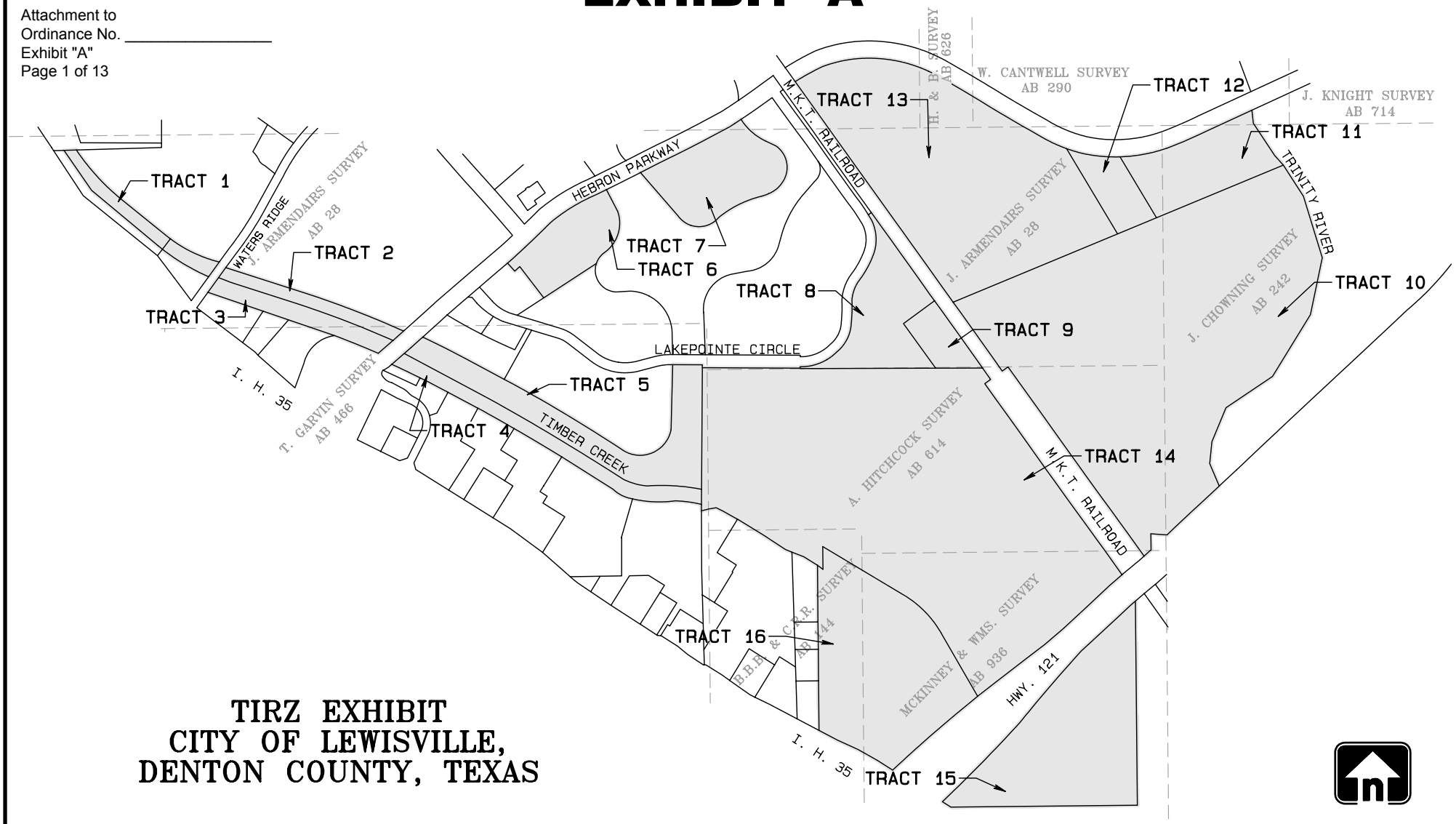
_____
Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

Exhibit B
Narrative
Concept Plan

EXHIBIT A

Attachment to
Ordinance No. _____
Exhibit "A"
Page 1 of 13



TIRZ EXHIBIT
CITY OF LEWISVILLE,
DENTON COUNTY, TEXAS

GRAPHIC SCALE 1"=1000'

0 1000 2000 3000

DATE: 09-22-08

Graham Associates,Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535

TIRZ EXHIBIT
LEGAL DESCRIPTIONS

TRACT 1

<u>BEING</u> 6.93 acres out of the Juan Armendaris Survey, Abstract Number 28, Denton County, Texas, also known as all of Lot 1, 2 and 3, Block B, Lakepointe Addition, Phase II, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet E, Page 259 and 260, Plat Records, Denton County, Texas.

TRACT 2

<u>BEING</u> 4.03 acres out of the Juan Armendaris Survey, Abstract Number 28 and the T. Garvin Survey, Abstract Number 466, Denton County, Texas, also known as all of Lot 3, Block A, Lakepointe Addition, Phase II, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet E, Page 259, Plat Records, Denton County, Texas.

TRACT 3

<u>BEING</u> 3.94 acres out of the Juan Armendaris Survey, Abstract Number 28, and the T. Garvin Survey, Abstract Number 466, Denton County, Texas, also known as all of Lot 2, Block A, Lakepointe Addition, Phase I, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet E, Page 255, Plat Records, Denton County, Texas.

TRACT 4

<u>BEING</u> 7.32 acres out of the T. Garvin Survey, Abstract Number 466, Denton County, Texas, also known as all of Lot 3, Block H, Lakepointe Addition, Phase I, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet E, Page 255 and 256, Plat Records, Denton County, Texas.

TRACT 5

<u>BEING</u> 11.16 acres out of the T. Garvin Survey, Abstract Number 466, Denton County, Texas, also known as all of Lot 3, Block G, Lakepointe Addition, Phase III, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet E, Page 263, Plat Records, Denton County, Texas.

TRACT 6

<u>BEING</u> 6.29 acres out of the Juan Armendaris Survey, Abstract Number 28, Denton County, Texas, also known as all of Lot 1R-1A and Lot 1R-4, Block E, Lakepointe Addition, Phase III, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet T, Page 262, Plat Records, Denton County, Texas.

TRACT 7

<u>BEING</u> 9.70 acres out of the Juan Armendaris Survey, Abstract Number 28, Denton County, Texas, also known as all of Lot 4, Block E, Lakepointe Addition, Phase III, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet E, Page 263 and 265, Plat Records, Denton County, Texas.

TRACT 8

<u>BEING</u> 9.266 acres out of the Juan Armendaris Survey, Abstract Number 28, Denton County, Texas, also known as all of Lot 1A, Block F, Lakepointe Addition, Phase III, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet E, Page 365, Plat Records, Denton County, Texas.

TRACT 9

<u>BEING</u> 3.23 acres out of the Juan Armendaris Survey, Abstract Number 28, Denton County, Texas, also known as all of Lot 1B, Block F, Lakepointe Addition, Phase

III, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet E, Page 365, Plat Records, Denton County, Texas.

TRACT 10

BEING a 80.247 acre tract of land, situated in the Juan Armendaris Survey, Abstract No. 28, the J. Chowning Survey, Abstract No. 242 and the A.J. Hitchcock Survey, Abstract No. 614, Denton County, Texas and being part of a tract of land conveyed to J. Grady Brown, Jr., as recorded in Volume 637, Page 32, Deed Records, Denton County, Texas. Said 80.247 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner, located at the intersection of the northerly right-of-way line of State Highway 121 (a variable width R.O.W.) and the easterly right-of-way line of M.K. & T.R.R. (a 200 foot R.O.W.);

THENCE North 35°36′15″ West, leaving said northerly right-of-way line of State Highway 121, and following along said easterly right-of-way line of M.K. & T.R.R., for a distance of 2072.03 feet to a point for corner;

THENCE North 65°17′29″ East, leaving said easterly right-of-way line, for a distance of 2490.84 feet to a point for corner, said point being in the approximate centerline of Elm Fork of the Trinity River;

THENCE South 32°52′21″ East, following along said approximate centerline of Elm Fork of the Trinity River, for a distance of 258.59 feet to a point for corner;

THENCE South 17°04′00″ East, continuing along said approximate centerline, for a distance of 447.00 feet to a point for corner;

THENCE South 11°42′44″ West, continuing along said approximate centerline, for a distance of 404.93 feet to a point for corner;

THENCE South 31°34′28″ West, continuing along said approximate centerline, for a distance of 505.49 feet to a point for corner;

THENCE South 56°04′43″ West, continuing along said approximate centerline, for a distance of 391.00 feet to a point for corner;

THENCE South 22°26′01″ West, continuing along said approximate centerline, for a distance of 256.34 feet to a point for corner;

THENCE South 05°45′58″ West, continuing along said approximate centerline, for a distance of 153.02 feet to a point for corner;

THENCE South 23°06′17″ East, continuing along said approximate centerline, for a distance of 120.55 feet to a point for corner, said point being in said northerly right-of-way line of State Highway 121;

THENCE South 46°25′18″ West, leaving said approximate centerline, and following along said northerly right-of-way line, for a distance of 582.35 feet to a point for corner;

THENCE South 51°28′29″ West, continuing along said northerly right-of-way line, for a distance of 24.39 feet to a point for corner;

THENCE South 87°40′35″ West, continuing along said northerly right-of-way line, for a distance of 126.11 feet to a point for corner;

THENCE South 01°45′35″ East, continuing along said northerly right-of-way line, for a distance of 92.98 feet to a point for corner;

THENCE South 51°28′29″ West, continuing along said northerly right-of-way line, for a distance of 34.14 feet to the POINT OF BEGINNING and CONTAINING 3,495,564 square feet or 80.247 acres of land, more or less.

TRACT 11

BEING a 9.76 acre tract of land situated in the Juan Armendaris Survey, Abstract No. 28, J. Chowning Survey, Abstract No. 242, and the W. Cantwell Survey, Abstract No. 290, Denton County, Texas Said 9.76 acre tract being more particularly described as follows:

BEGINNING at a point for corner in the approximate centerline of the Elm Fork of the Trinity River and the northeast corner of a tract of land conveyed to J. Grady Brown, Jr., as recorded in Volume 637, Page 32, Deed Records, Denton County, Texas.;

THENCE South 65°17'29" West, following along the north line of said J. Grady Brown tract, a distance of 958.75 feet to a point for corner;

THENCE North 30°58'08" West, leaving said north line, a distance of 517.64 feet to

a point for corner, said point being the south right-of-way line of Hebron Parkway (a 120' R.O.W.) and the point of curvature of a non-tangent curve to the left having a radius of 1060.00 feet and a central angle of 19°30'16", and a long chord which bears North 75°03'32" East, 359.10 feet;

THENCE along said non-tangent curve to the left and following along the said south right-of-way line, an arc distance of 360.84 feet to a point for corner;

THENCE North 65°18'28" East, continuing along said south right-of-way line, a distance of 565.55 feet to a point for corner, said point being located in the approximate centerline of the Elm Fork of the Trinity River;

THENCE South 17°53'17" East, continuing along said centerline, a distance of 53.38 feet to a point for corner;

THENCE South 36°48'17" East, continuing along said centerline, a distance of 277.40 feet to a point for corner;

THENCE South 43°29'41" East, continuing along said centerline, a distance of 136.50 feet to the POINT OF BEGINNING and CONTAINING 425,157 square feet, or 9.760 acres of land, more or less.

TRACT 12

BEING a 3.908 acre tract of land, situated in the Juan Armendaris Survey, Abstract No. 28, Denton County, Texas. Said 3.908 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point for corner, located at the intersection of the easterly right-of-way line of M.K. & T.R.R. (a 200 foot R.O.W.) and the northwest corner of a tract of land conveyed to J. Grady Brown Jr., as recorded in Volume 637, Page 32, Deed Records, Denton County, Texas;

THENCE North 65°17′29″ East, leaving said easterly right-of-way line of M.K. & T.R.R., and following along the northerly line of said J. Grady Brown Jr. tract, for a distance of 1240.96 feet to a point for corner, said point being the POINT OF BEGINNING;

THENCE North 30°56′10″ West, leaving said northerly line, for a distance of 686.56 feet to a point for corner, said point being in the southerly right-of-way line of Hebron Parkway (a 120 foot R.O.W.), and being the point of curvature of a non-

tangent curve to the left, having a delta of 17°34′51″, a radius of 1160.01 feet and a chord bearing and distance of South 85°34′16″ East, 354.55 feet;

THENCE southeasterly, along said southerly right-of-way line of Hebron Parkway and the arc of said non-tangent curve to the left, for a distance of 355.94 feet to a point rod for corner;

THENCE South 30°58′08″ East, leaving said southerly right-of-way line, for a distance of 512.94 feet to a point for corner, said point being in said northerly line of J. Grady Brown Jr. tract;

THENCE South 65°17′29″ West, following along said northerly line, for a distance of 291.14 feet to the POINT OF BEGINNING and CONTAINING 170,248 square feet or 3.908 acres of land, more or less.

TRACT 13

BEING a 48.797 acre tract of the Juan Armendaris Survey, Abstract No. 28, the H. Harper Survey, Abstract No. 605, the H. and B. Survey, Abstract No. 626 and the W. Cantwell Survey, Abstract No. 290, Denton County, Texas Said 48.797 acre tract being more particularly described as follows:

COMMENCING at a point in the approximate centerline of the Elm Fork of the Trinity River and the northeast corner of a tract of land conveyed to J. Grady Brown, Jr., as recorded in Volume 637, Page 32, Deed Records, Denton County, Texas;

THENCE South 65°17'29" West, following along the north line of said J. Grady Brown tract, a distance of 1249.88 feet to a point for corner, for the POINT OF BEGINNING;

THENCE South 65°17'29" West, continuing along said north line, a distance of 1289.93 feet to a point for corner, said point being in the east right-of-way line of the M. K. and T. Railroad (a 200' R.O.W.);

THENCE North 35°45'50" West, following along the said east right-of-way line, a distance of 1998.99 feet to a point for corner, said point being located in the south right-of-way line of Hebron Parkway (a 120' R.O.W.), for the point of curvature of a non-tangent curve to the right having a radius of 940.00 feet and a central angle of 64°26'44", and a long chord which bears North 88°01'14" East, 1002.44 feet;

<u>THENCE</u> along said non-tangent curve to the right and following along said south right-of-way line, an arc distance of 1057.30 feet to the point of tangency

<u>THENCE</u> South 59°45'23" East, continuing along said south right-of-way line, a distance of 817.98 feet to the point of curvature of a tangent curve to the left having a radius of 1060.00 feet, a central angle of 16°10'32", and a long chord which bears South 67°50'40" East, 298.26 feet;

<u>THENCE</u> along said tangent curve to the left and continuing along said south right-of-way line, an arc distance of 299.26 feet to a point for corner, said point being the point of tangency;

<u>THENCE</u> South 30°56'10" East, leaving said south right-of-way line, a distance of 691.34 feet to the <u>POINT OF BEGINNING</u> and <u>CONTAINING</u> 2,125,596 square feet, or 48.797 acres of land, more or less.

TRACT 14

<u>BEING</u> a 90.088 acre tract of land, situated in the McKinney & William Survey, Abstract No. 936, the A.J. Hitchcock Survey, Abstract No. 614 and the B.B.B. & C.R.R. Co. Survey, Abstract No. 144, Denton County, Texas and being part of a tract of land conveyed to Pearl J. Wiley, as recorded in Volume 435, Page 382 and all of a tract of land conveyed to Marilyn Tucker Ramsey, as recorded in Volume 3373, Page 815, Deed Records, Denton County, Texas. Said 90.088 acre tract of land being more particularly described by metes and bounds as follows:

<u>BEGINNING</u> at a point for corner, located at the intersection of the northerly right-of-way line of State Highway 121 (a variable width R.O.W.) and the westerly right-of-way line of M.K. & T.R.R. (a 200 foot R.O.W.);

<u>THENCE</u> South 52°00′35″ West, leaving said westerly right-of-way line of M.K. & T.R.R., and following along said northerly right-of-way line of State Highway 121, for a distance of 1156.27 feet to a point for corner, said point being the point of curvature of a curve to the left, having a delta of 13°33′28″, a radius of 1006.63 feet and a chord bearing and distance of South 45°07′46″ West, 237.64 feet;

<u>THENCE</u> southwesterly, along said northerly right-of-way line and the arc of said curve to the left, for a distance of 238.20 feet to a point for corner, said point being in the approximate centerline of Timber Creek Channel;

<u>THENCE</u> North 29°58′16″ West, leaving said northerly right-of-way line, and following along said approximate centerline of Timber Creek Channel, for a distance of 480.95 feet to a point for corner, said point being the point of curvature of a curve to the left, having a delta of 29°09'37", a radius of 735.00 feet and a chord bearing and distance of North 44°33′05″ West, 370.05 feet;

<u>THENCE</u> northwesterly, along said approximate centerline and the arc of said curve to the left, for a distance of 374.07 feet to a point for corner;

<u>THENCE</u> North 59°07′53″ West, continuing along said approximate centerline, for a distance of 608.43 to a point for corner;

<u>THENCE</u> South 02°10′22″ West, leaving said approximate centerline, for a distance of 158.84 feet to a point for corner;

<u>THENCE</u> North 54°52'11" West, for a distance of 187.90 feet to a point for corner, said point being the northeast corner of Lot 8, Block H, Lakepointe Phase V, an addition to the City of Lewisville as recorded in Cabinet N, Page 57, Plat Records, Denton County, Texas, and being the northeast corner of that certain 8.235 acre tract of land conveyed to Reliance Figueroa Association Limited Partnership, as recorded in County Clerk No. 97-R0001595, Deed Records, Denton County, Texas;

<u>THENCE</u> North 61°55'04" West, along the northerly line of said Partnership tract and the northerly line of said Block H, being a common line, for a distance of 106.53 feet to a point for corner;

<u>THENCE</u> North 57°01′39″ West, continuing along said common line, for a distance of 184.07 feet to a point for corner;

<u>THENCE</u> North 58°47'10" West, continuing along said common line, for a distance of 201.20 feet to a point for corner;

<u>THENCE</u> North 61°39′35″ West, continuing along said common line, for a distance of 64.35 feet to a point for corner;

<u>THENCE</u> North 60°44′21″ West, continuing along said common line, for a distance of 62.11 feet to a point for corner;

<u>THENCE</u> North 63°56′38″ West, continuing along said common line, for a distance of 55.43 feet to a point for corner, said point being the point of curvature of a non-tangent curve to the left, having a delta of 04°18′35″, a radius of 858.91 feet and a chord bearing and distance of North 70°25′59″ West, 64.59 feet;

THENCE northwesterly, along said common line and the arc of said non-tangent curve to the left, for a distance of 64.61 to a point for corner, said point being the northwest corner of said Partnership tract, and being the southeast corner of Lot 3, Block G, Lakepointe Phase 3, as recorded in Cabinet E, Pages 263-267, Plat Records, Denton County, Texas, also being the northeast corner of Lot 5A-R, Block H, Lakepointe Phase V, as recorded in Cabinet N, Page 57, Plat Records, Denton County, Texas;

THENCE North 00°33′23″ East, leaving said common line, and following along the east line of said Lot 3, Block G, and the west line of said Ramsey tract, being a common line, for a distance of 991.36 feet to a point for corner, said point being in the south right-of-way line of Lakeside Circle (a variable width R.O.W.)
THENCE South 89°10′42″ East, leaving said common line, and following along said south right-of-way line of Lakeside Circle, for a distance of 841.07 feet to a point for corner;

THENCE South 89°42′33″ East, for a distance of 1051.90 feet to a point for corner, being in said westerly right-of-way line of M.K. & T.R.R.;

THENCE South 35°36′15″ East, following along said westerly right-of-way line, for a distance of 1719.35 feet to the POINT OF BEGINNING and CONTAINING 3,924,248 square feet or 90.088 acres of land, more or less.

TRACT 15

BEING a 16.366 acre tract of land, situated in the McKinney & Williams Survey, Abstract No. 936, Denton County, Texas and being part of a tract of land conveyed to Pearl J. Wiley, as recorded in Volume 435, Page 382, Deed Records, Denton County, Texas. Said 16.366 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point, located at the intersection of the southeast corner of said Wiley tract and the most westerly northwest corner of a tract of land conveyed to the City of Carrollton, Texas, as recorded in Volume 2046, Page 979, Deed Records, Denton County, Texas, also being located in the northeasterly right-of-way line of Interstate Highway 35E (a variable width R.O.W.);

THENCE North 87°20′05″ West, following along said northeasterly right-of-way line of Interstate Highway 35E, for a distance of 907.87 feet to a point for corner,

said point being in the easterly right-of-way line of State Highway 121 (a variable width R.O.W.), and being the point of curvature of a non-tangent curve to the right, having a delta of 37°23′15″, a radius of 812.36 feet and a chord bearing and distance of North 20°08′14″ East, 520.74 feet;

THENCE northeasterly, along said easterly right-of-way line of State Highway 121 and the arc of said non-tangent curve to the right, for a distance of 530.09 feet to a point for corner;

THENCE North 39°46′32″ East, continuing along said easterly right-of-way line, for a distance of 546.61 feet to a point for corner;

THENCE North 44°02′23″ East, continuing along said easterly right-of-way line, for a distance of 486.13 feet to a point for corner;

THENCE South 01°45′35″ East, leaving said easterly right-of-way line, for a distance of 1301.30 feet to the POINT OF BEGINNING and CONTAINING 712,898 square feet or 16.366 acres of land, more or less.

TRACT 16

BEING a 25.183 acre tract of land, situated in the McKinney & Williams Survey, Abstract No. 936 and the B.B.B. & C.R.R. Co. Survey, Abstract No. 144, Denton County, Texas and being part of a tract of land conveyed to Pearl J. Wiley, as recorded in Volume 435, Page 382, Deed Records, Denton County, Texas. Said 25.183 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point, located at the intersection of the northerly right-of-way line of State Highway 121 (a variable width R.O.W.) and the westerly right-of-way line of M.K. & T.R.R. (a 200 foot R.O.W.);

THENCE South 52°00′35″ West, leaving said westerly right-of-way line of M.K. & T.R.R., and following along said northerly right-of-way line of State Highway 121, for a distance of 1156.27 feet to a point for corner, said point being the point of curvature of a curve to the left, having a delta of 13°33′28″, a radius of 1006.63 feet and a chord bearing and distance of South 45°07′46″ West, 237.64 feet;

THENCE southwesterly, along said northerly right-of-way line and the arc of said curve to the left, for a distance of 238.20 feet to a point for corner, said point being in the approximate centerline of Timber Creek Channel and being the POINT OF BEGINNING, also being the point of curvature of a curve to the left, having a delta

of 12°24′30″, a radius of 1006.63 feet and a chord bearing and distance of South 32°08′48″ West, 217.58 feet;

THENCE southwesterly, along said northerly right-of-way line and the arc of said curve to the left, for a distance of 218.00 feet to point for corner;

THENCE South 51°56′47″ West, continuing along said northerly right-of-way line, for a distance of 214.53 feet to a point for corner;

THENCE South 46°53′38″ West, continuing along said northerly right-of-way line, for a distance of 107.77 feet to a point for corner;

THENCE North 88°52′29″ West, leaving said northerly right-of-way line, for a distance of 290.59 feet to a point for corner, said point being in the easterly right-of-way line of Interstate Highway 35E (a variable width R.O.W.);

THENCE North 65°04′00″ West, along said easterly right-of-way line of Interstate Highway 35E, for a distance of 408.15 feet to a point for corner;

THENCE North 60°54′07″ West, continuing along said easterly right-of-way line, for a distance of 160.19 feet to a point for corner;

THENCE North 00°56′54″ West, leaving said easterly right-of-way line, for a distance of 1076.48 feet to a point for corner, said point being in the southerly top of bank of said Timber Creek Channel;

THENCE South 54°52′11″ East, along said southerly top of bank of Timber Creek Channel, for a distance of 187.90 feet to a point for corner;

THENCE North 02°10′22″ East, leaving said southerly top of bank, for a distance of 158.84 feet to a point for corner, said point being in the approximate centerline of said Timber Creek Channel;

THENCE South 59°07′53″ East, along said approximate centerline, for a distance of 608.43 feet to a point for corner, said point being the point of curvature of a curve to the right, having a delta of 29°09′37″, a radius of 735.00 feet and a chord bearing and distance of South 44°33′05″ East, 370.05 feet;

THENCE southeasterly, along said approximate centerline and the arc of said curve to the right, for a distance of 374.07 feet to a point for corner;

<u>THENCE</u> South 29°58′16″ East, continuing along said approximate centerline, for a distance of 480.95 feet to the <u>POINT OF BEGINNING</u> and <u>CONTAINING</u> 1,096,955 square feet or 25.183 acres of land, more or less.

EXHIBIT B
NARRATIVE

November 25, 2015

Nika Reinecke
Director of Economic Development and Planning
City of Lewisville
151 W. Church Street
Lewisville, Texas 75057

Dear Ms. Reinecke,

On behalf of the owner and developer, Riverside DPH LP (the "Owner"), I am requesting approval of rezoning request for an approximately 25.45-acre development known as Hebron Commercial Property from LI to MU-90. The current LI zoning allows for a mix of Light Industrial development.

The site will be developed in full compliance with City of Lewisville landscape, lighting and exterior building material requirements for MU-90 Zoning. There will only be minimal screening requirement within the development with the one exception for full screening of dumpsters and mechanical equipment. The project phasing will be determined by the Owner as building tenants and uses are identified. It is currently anticipated that the commercial portion of the project will be developed in a minimum of two and a maximum of 4 phases. In regards to project scheduling, it is currently anticipated that the initial phase of development will begin within 36 months with full project build out within 7 to 10 years after commencement.

The owner and developer is requesting approval to construct approximately 470,000 sq. feet. Of space constructed on the approximately 25 acres located along Hebron Parkway (see attached site plan). All uses will comply with MU-90 zoning requirements and building standards.

Please contact Elvio Bruni at 214.526.3000 or elvio@huffinescommunities.com with any comments or questions regarding this application.

Riverside DPH, L.P.
By: Riverside DPH GP, LLC
Its general partner

Name: Phillip Huffines
Managing Member
Date: November 10,2015

MU-90 CONCEPT PLAN FOR 143-ACRE TRACT

MULTIUSE CENTER

	LAND USE	FOOTPRINT (SF)	STORY (MIN)	TOTAL (SF)	PARKING
A	OFFICE	32,500	2	65,000	390
B	OFFICE	60,600	2	121,200	995
C	OFFICE	22,000	2	44,000	
D	HOTEL & CONF. CENTER	52,000	4	208,000	1,250
E	INCUBATORS (3) NATURE CENTER	9,000	1	9,000	50
F	OFFICE	12.500	2	25,000	150
TOTAL				472,200	2,835

TBG

LEWISVILLE REZONING / **HEBRON LAKESIDE OFFICE CENTER**

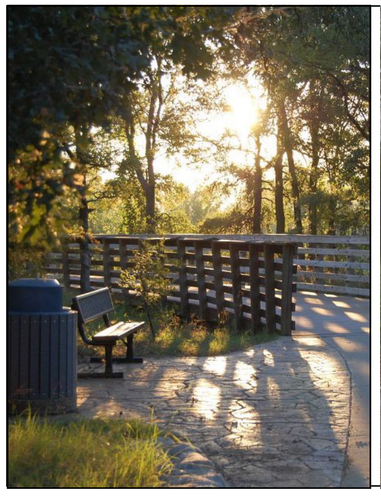
Lewisville, Texas Huffines 4 November 2015

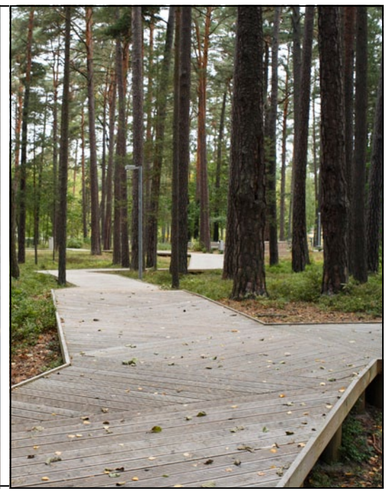
MU-90 OPEN SPACE AND AMENITIES CONCEPT PLAN

LEARN // An Environmental Center

EXPLORE // A Nature District

RETREAT // A Place to find Peacefulness





LEWISVILLE // THE ENVIRONMENTAL SHOWCASE

MARCH 17, 2015 TBG

REGIONAL CONCEPT PLAN FOR PORTION OF SOUTHERN GATEWAY EAST OF I-35E

TBG

LEWISVILLE REZONING / **REGIONAL CONCEPTUAL PLAN**

Lewisville, TX Huffines 28 October 2015

ARTS
ARTS

GUESS
GUESS

MEMORANDUM

TO: Todd White, Purchasing Manager

FROM: David Salmon, P.E., City Engineer

DATE: December 4, 2015

SUBJECT: **Approval of a Bid Award for Windhaven Parkway Utility Relocation to John Burns Construction Company of Texas, Inc., Lewisville, Texas, in the Amount of $1,512,372.75; Which Includes $72,017.75 for Contingencies; and Authorization for the City Manager or Her Designee to Execute the Contract.**

BACKGROUND

Bids were received on December 3, 2015 for the construction of Windhaven Parkway at KCS Railroad – Volume 1 – UTRWD and City of Lewisville Utility Relocation Project. The project consists of relocation of Upper Trinity Regional Water District's 24-inch water line and 16-inch reclaimed water line parallel to the KCS railroad at the future Windhaven Parkway crossing. The project also includes the installation of 36-inch steel casing pipe parallel to the railroad for a future City sanitary sewer force main and relocation of City of Lewisville's 16-inch water line by dry bore perpendicular underneath KCS rail road right-of-way at the future underpass.

ANALYSIS

There was only one bid submitted for this project from John Burns Construction Company of Texas, Inc. In spite of the single bid, staff is recommending award of the contract for the following reasons.

1. The Project Schedule and Agreement with UTRWD – According to the agreement between the City of Lewisville and UTRWD approved by Council on August 17, 2015, the construction will take place during the winter when water demands are low and so the lines will be back in service before summer when water demands will increase. In order to meet the deadline, the construction start date should be no later than the first week of January. Rebidding this project could result in higher bids and there is no guarantee that additional bidders will submit bids. In addition, rebidding would delay construction another year.

2. The bid amount is approximately $200,000 lower than the Engineers Estimate – The base bid consisted of using Reinforced Concrete Cylinder Pipe (RCCP) for the 24" WL with an alternate bid using Ductile Iron Pipe instead of RCCP. There was only a $9,000 difference in the bottom line cost between the two materials with Ductile Iron pipe being slightly more expensive. City Staff discussed pipe materials with the Upper Trinity Regional Water District (UTRWD) and the preference is to use Ductile Iron instead of RCCP due to the considerably shorter lead time for the material delivery and construction time frame associated with Ductile Iron pipe.

3. This is a Specialty Project – One of the Main reasons for receiving a single bid on this project is because of the complex constructability of the UTRWD lines near the KCS ROW. The large diameter lines will be installed approximately 40' deep to accommodate future underpass construction and vertical shoring abutting KCS ROW will require contractors with experience in similar type of construction. Only three contractors attended the Pre-bid meeting that was held on November 24th, 2015. John Burns Construction Company of Texas, Inc. based in Lewisville has the manpower and prior experience with such complex construction projects. Staff consulted with John Burns Construction during the project design regarding suitable methodologies for construction (open cut vs boring) of the pipelines. UTRWD representatives were present at the pre-bid and bid opening and mentioned that they have worked with John Burns in the past and that they did not have any objections if the City decided to award the Contract to John Burns Inc.

4. Multiple Agencies are involved – The Utility relocation Project has been a fast paced design project and City Staff have worked with LISD and a Private developer in expediting easement acquisition. In addition, City staff and the Consulting Engineer have worked diligently with KCS in order to obtain necessary time sensitive permits. Also involved with the project design and construction are coordination and approvals by the UTRWD and Dallas Water Utilities (DWU).

This is Phase 1 of 3 in the construction of the Windhaven Parkway Underpass (part of the Corporate Drive Extension, Segment 6). The Windhaven Parkway Railroad Underpass Project including associated utility relocations and extensions is funded by Regional Toll Revenue (RTR) funds approved for the extension of Corporate Drive which require a 20% local match. The local match is being equally shared by Denton County and the City of Lewisville. To date, Segments 1 and 7 of Corporate Drive have been completed. The majority of Segment 6 has been previously constructed by Bright Realty as well as Crossroads Center North development and LISD. The only uncompleted piece of Segment 6 is the railroad underpass currently under design. Schematic design of Segments 2-5 is being completed by Halff Associates, the City's consultant. In order to maintain momentum for the completion of Segment 6 of Corporate Drive, staff recommends proceeding with construction contract award at this time.

It is requested this item be presented to the City Council on December 21, 2015 with a recommendation to award the construction contract to John Burns Construction Company of Texas, Inc., which offices in Lewisville, Texas, in the Amount of $1,512,372.75; which includes $72,017.75 for Contingencies. The Engineers estimate for the improvements including contingency was $1,711,245.

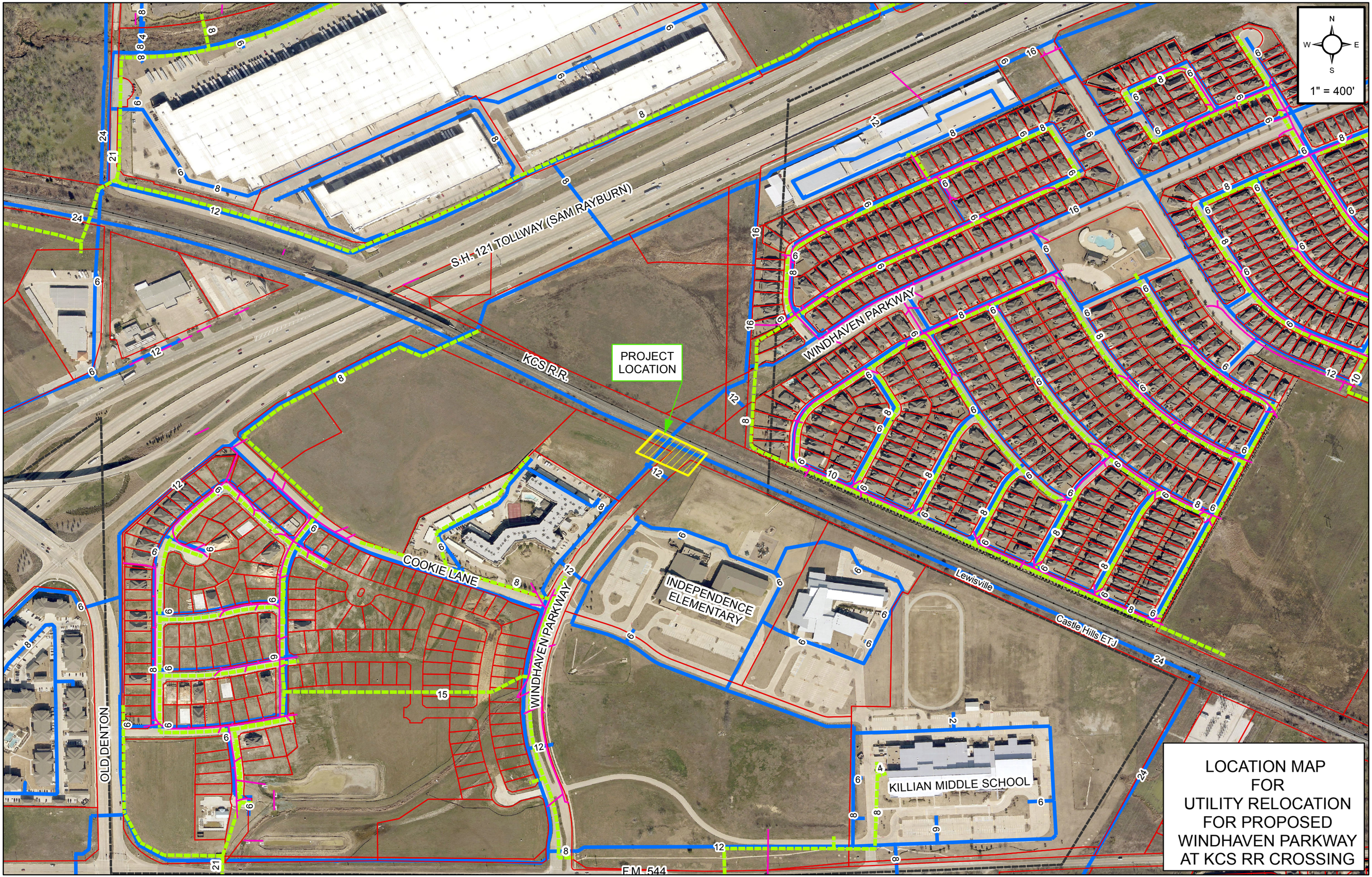
Funding is available in the Corporate Drive (FM 544 to Josey) project accounts. The contract time is 120 calendar days and liquidated damages are $500 per day. A location map is attached.

RECOMMENDATION

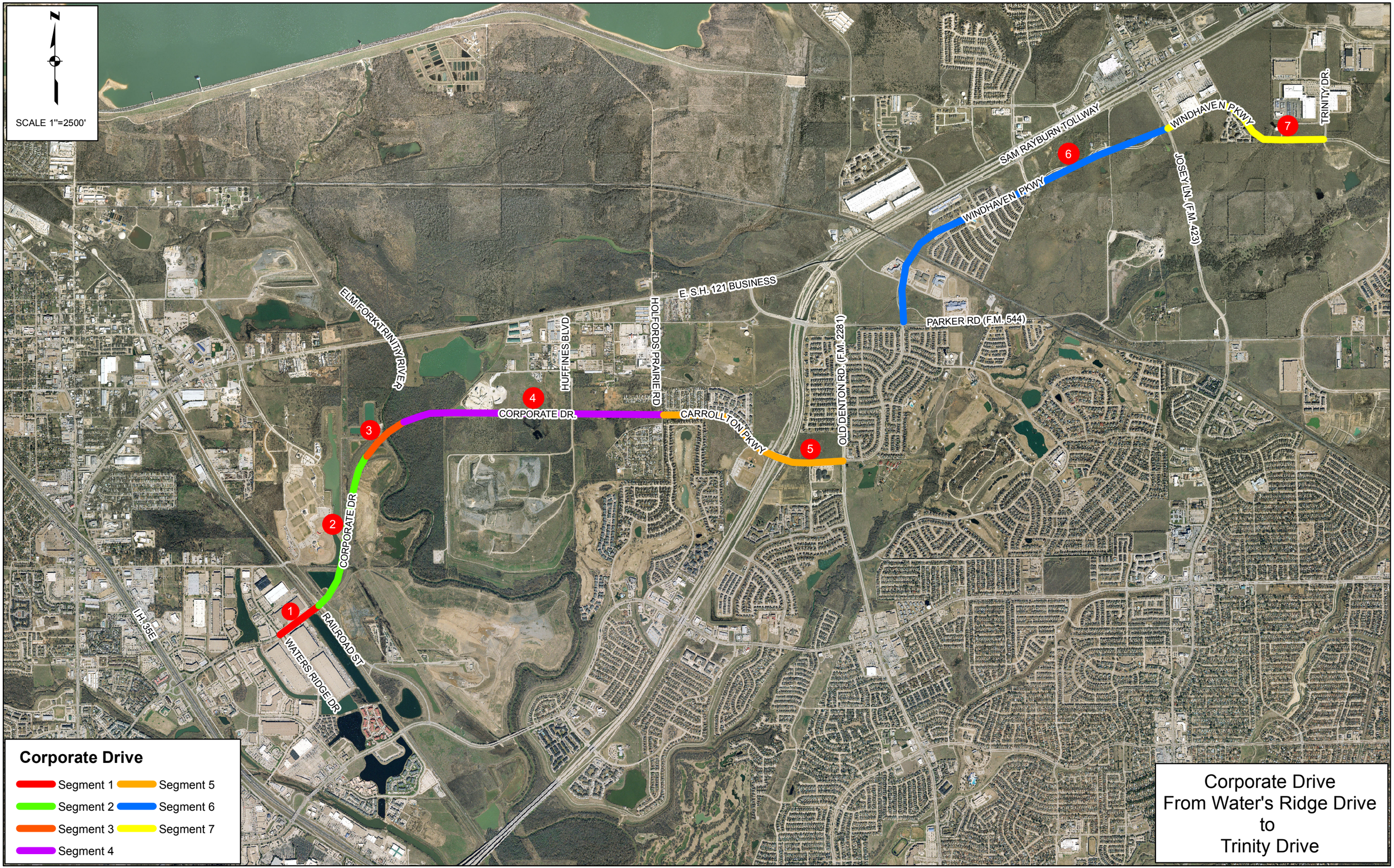
It is City staff's recommendation that the City Council approve the bid award as set forth in the caption above.

CITY OF LEWISVILLE
PURCHASING DIVISION
BID TABULATION
BID NO. 16-01-C
WINDHAVEN PARKWAY AT KCS RAILROAD
VOLUME 1 – UTRWD AND CITY OF LEWISVILLE
UTILITY RELOCATION

John Burns Construction Company of Texas, Inc.,	
Lewisville, Texas	**$1,512,372.75**



LOCATION MAP
FOR
UTILITY RELOCATION
FOR PROPOSED
WINDHAVEN PARKWAY
AT KCS RR CROSSING



Corporate Drive
From Water's Ridge Drive
to
Trinity Drive

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Tim Tittle, Fire Chief

DATE: December 21, 2015

SUBJECT: **Approval of the Fiscal Year 2015-2016 Ambulance Service Interlocal Cooperation Agreement Between Denton County and the City of Lewisville; and Authorization for the City Manager or Her Designee to Execute the Agreement.**

BACKGROUND

The Lewisville Fire Department provides emergency ambulance service to unincorporated areas of Denton County through an interlocal cooperation agreement. This agreement has been in effect for many years and is approved annually for the period of October 1 through September 30.

The Ambulance Service Agreement provides for Denton County to pay an estimated fee based on a funding formula as follows: 1) a population-based readiness sum based on per capita; 2) a designated sum per ambulance run; 3) a fixed sum based on area covered. Each year the Denton County Fire Marshal supplies data and recommendations for the proposed Agreement. The per capita and square mileage information is obtained from the North Central Texas Council of Governments and GIS. The 4.28 rural miles referenced is the Castle Hills area, Lewisville Lake bridge, as well as a small amount of property owned by the Corps of Engineers.

For last fiscal year, the funding formula specifics were as follows: 1) a population-based readiness sum based on .5046 per capita of $52,635.06; 2) the sum of $248.9627 per ambulance run. The Denton County Fire Marshal estimated 0 runs for $0; 3) a fixed sum based on 4.28 rural miles in the agreed operating territory of $2,943.92. The estimated total was $55,579.

The reason that the Denton County Fire Marshal estimates 0 ambulance runs in the proposed agreement is that we choose not to bill Denton County. It is more beneficial to bill the patients and their insurance companies, while still receiving the fixed, readiness fees from Denton County.

ANALYSIS

The proposed 15-16 Ambulance Service Agreement is estimated at a fee of $55,194.00 based on the funding formula as follows: 1) a population-based readiness sum based on .5009 per capita of $52,242.34; 2) the sum of $248.9627 per ambulance run. The Denton County Fire Marshal has estimated 0 runs for us based on our billing history; 3) a fixed sum based on 4.28 rural miles in the agreed operating territory of $2,951.54. To summarize, in FY 15-16 Denton County will pay a fixed provider fee of $55,194.00 plus $248.9627 per ambulance run billed by the Lewisville Fire Department.

The City Attorney has approved the Agreement as to form, and I have approved it as to content.

RECOMMENDATION

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

THE COUNTY OF DENTON	§	
	§	**CITY OF LEWISVILLE**
	§	**AMBULANCE SERVICES**
STATE OF TEXAS	§	

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2015, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY,**" and the City of Lewisville, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Lewisville; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY;** and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY,** in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.

TERM

The term of this Agreement shall be for the period beginning of October 1, 2015, and ending on September 30, 2016.

II.

DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:

1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or

2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.

B. "Rural area" means any area within the boundaries of the **COUNTY,** but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.

C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY.**

D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.

SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Lewisville in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing

in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and citizens of the **COUNTY** residing in the agreed area. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of said officers or employees shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.
PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement.

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of $55,194.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .5009 per capita; said sum computes to $52,242.34.

2. A fixed sum of $248.9627 per ambulance transport. There were no transports made by **AGENCY** in fiscal year 2015.

3. A fixed sum based on 4.28 rural miles in the agreed operating territory; said sum computes to $2,951.54.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an

"emergency ambulance call" for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Requests for payment shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY.** It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. Requests for payment shall be submitted within five (5) days of the performance of service by the **AGENCY**. Requests not timely submitted shall not be considered for payment. Requests for payment may be submitted by personal delivery, U.S. Mail, facsimile or computer telephone link to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.

FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY,** upon request by the **COUNTY**.

VII.

RESPONSIBILITY OF THE COUNTY

The **COUNTY,** to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.

RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, omissionsand negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.

APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY:

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By:_____
Mary Horn
Denton County Judge

AGENCY:

City of Lewisville
P.O. Box 299002
Lewisville, Texas 75029-9002

By:_____
Name _____
Title _____

Acting on behalf of and by
the authority of Denton County
Commissioners Court of Denton, Texas

DATED:_____

ATTEST:

BY:_____
Denton County Clerk

APPROVED AS TO CONTENT:

_____
Denton County Fire Marshal

APPROVED AS TO FORM:

_____
Assistant District Attorney

Acting on behalf of and by the
authority of the City of Lewisville

DATED:_____

ATTEST:

BY:_____
City Secretary, Lewisville

APPROVED AS TO CONTENT:

_____
Chief, Lewisville Fire Department

APPROVED AS TO FORM:

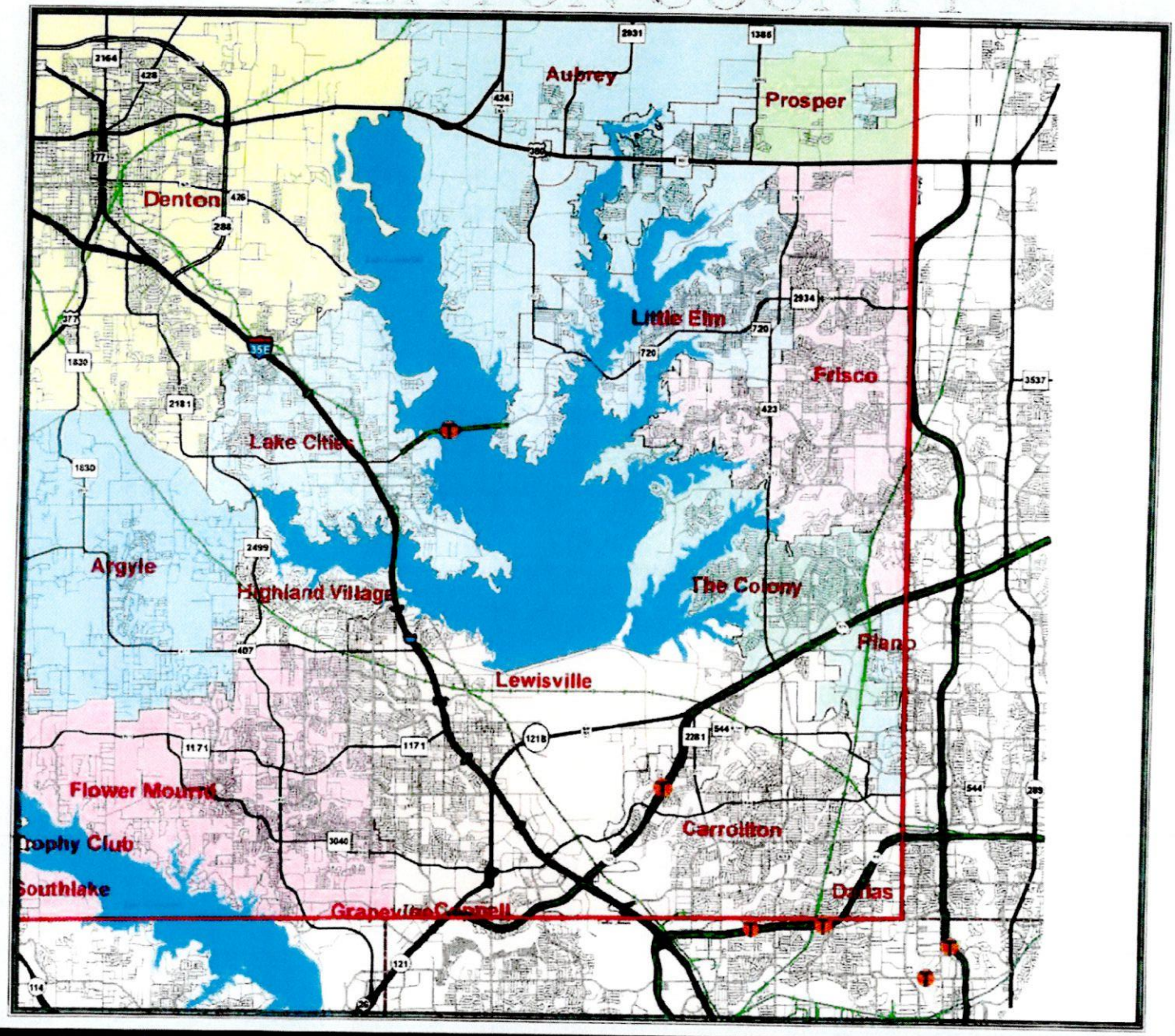
_____
City Attorney

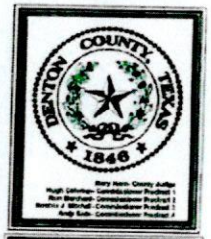
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
James Wells, Denton County Auditor

Lewisville EMS District

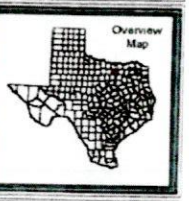




INTERSTATE
U.S. HIGHWAY
STATE HIGHWAY
FARM TO MARKET
MAJOR THOROUGHFARES
MINOR ROADS
CEMETERY
RAILROADS
AIRPORTS
STREAMS
LAKES & PONDS

City Population

1 inch = 2.5 miles



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Tim Tittle, Fire Chief

DATE: December 21, 2015

SUBJECT: **Approval of the Fiscal Year 2015-2016 Fire Protection Services Interlocal Cooperation Agreement Between Denton County and the City of Lewisville; and Authorization for the City Manager or Her Designee to Execute the Agreement.**

BACKGROUND

The Lewisville Fire Department provides fire protection service to unincorporated areas of Denton County through an interlocal cooperation agreement. This agreement has been in effect for many years and is approved annually for the period of October 1 through September 30.

The Fire Protection Service Agreement provides for Denton County to pay a fixed readiness fee, and a sum per fire call in designated unincorporated areas of Denton County, Texas. The 4.28 rural miles is the Castle Hills area, Lewisville Lake bridge, as well as a small amount of property owned by the Corps of Engineers. Each year the Denton County Fire Marshal supplies data and recommendations for the proposed Agreement.

For last fiscal year the fixed readiness fee was $10,000 and the fee per fire call was $500. The Fire Marshal had estimated 25 calls based on our billing history. We billed for 20 calls, resulting in $19,900 being paid by the county for fire calls.

ANALYSIS

The proposed Fire Protection Services Agreement for Fiscal Year 15-16 provides for Denton County to pay for the full performance of this agreement the sum of Ten Thousand Dollars ($10,000.00) upon execution of this agreement and the sum of Five Hundred and 00/100 Dollars ($500.00) per fire call in designated unincorporated areas of Denton County, Texas The Denton County Fire Marshal has estimated 16 runs ($8,000), projecting a total payment of $18,000 for FY 15-16.

The City Attorney has approved the Agreement as to form, and I have approved it as to content.

RECOMMENDATION

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

THE COUNTY OF DENTON	§	
	§	**CITY OF LEWISVILLE**
	§	**FIRE DEPARTMENT**
STATE OF TEXAS	§	

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2015, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY,**" and the City of Lewisville, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY".**

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Lewisville; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2015, and ending September 30, 2016.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Lewisville in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.

B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as ***"Lewisville"*** as set out in Exhibit "A".

C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).

D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.

E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 9060 Teasley Lane, Denton, Texas 76210-4010. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.

F. The **AGENCY,** in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY,** to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.

PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.

COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **$10,000.00,** payable upon execution of this Agreement, and further agrees to pay the sum of **$500.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2015, to September 30, 2016. The **COUNTY** anticipates the **AGENCY** to run approximately **16** fire calls for a total funding of **$8,000.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **$18,000.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.

FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY,** nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By _____
Mary Horn
Denton County Judge

Acting on behalf of and by the authority of Denton County Commissioners Court of Denton County, Texas.

DATED: _____

ATTEST:

BY:_____
Denton County Clerk

APPROVED AS TO CONTENT:

_____
Denton County Fire Marshal

APPROVED AS TO FORM:

_____
Assistant District Attorney
Denton County

AGENCY

City of Lewisville
P.O. Box 299002
Lewisville, Texas 75029

By _____
Name _____
Title _____

Acting on behalf of and by the authority of the City of Lewisville

DATED: _____

ATTEST:

BY:_____
City Secretary

APPROVED AS TO CONTENT:

_____
Chief, Lewisville Fire Department

APPROVED AS TO FORM:

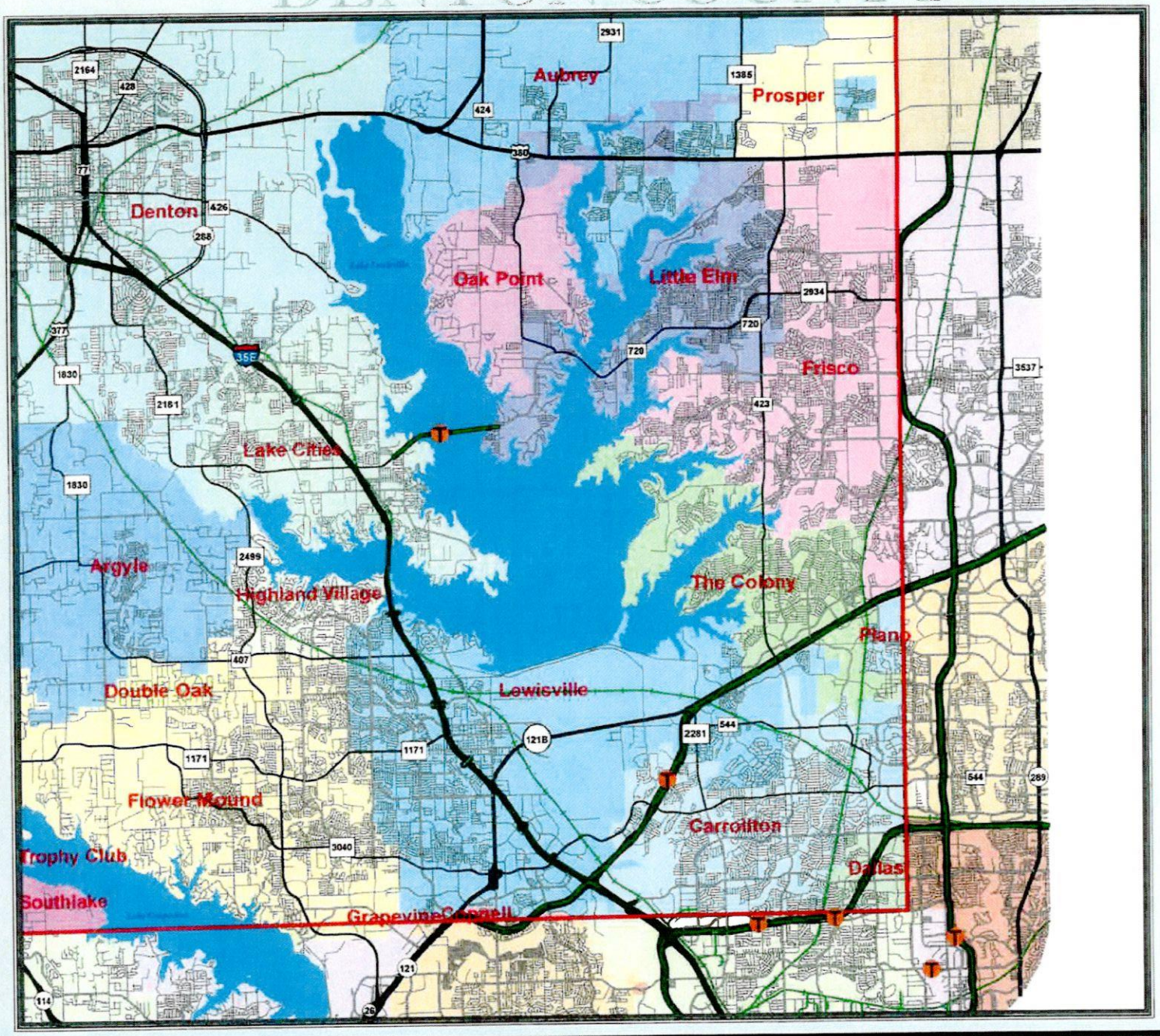
_____
City Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Contract/Agreement.

_____
James Wells, Denton County Auditor

Lewisville Fire District



DENTON COUNTY, TEXAS 1846

Mary Horn- County Judge
Hugh Coleman- Commissioner Precinct 1
Ron Marchant- Commissioner Precinct 2
Bobbie J. Mitchell- Commissioner Precinct 3
Andy Eads- Commissioner Precinct 4

INTERSTATE
U.S. HIGHWAY
STATE HIGHWAY
FARM TO MARKET
MAJOR THOROUGHFARES
MINOR ROADS
CEMETERY
RAILROADS
AIRPORTS
STREAMS
LAKES & PONDS

City Population

Denton > 100,000
Lewisville 40,000- 100,000
Corinth 10,000- 39,999
Sanger 3,000- 9,999
Pontiac < 3,000

N
W E
S

1 inch = 2.9 miles
November 25, 2015

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

CONTACT INFORMATION
LANDMARKGIS GIS: gis.dentoncounty.com
E-MAIL: gis@dentoncounty.com

Overview Map

DEPARTMENT OF TECHNOLOGY SERVICES
DTS
DENTON COUNTY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon, P.E., City Engineer

VIA: Eric Ferris, Assistant City Manager

DATE: December 7, 2015

SUBJECT: **Approval of an Amendment to a Pipeline Crossing Contract Allowing Relocation of Existing Utilities and Encroachment of Additional Utility Lines Across the KCS Railroad Right-of-Way Associated With Construction of the Windhaven Parkway Railroad Underpass North of FM 544; and Authorization for the City Manager or Her Designee to Execute the Amendment on Behalf of the City.**

BACKGROUND

The City of Lewisville entered into a pipeline crossing contract with the KCS Railroad in 2006 allowing installation of a 16-inch City water main underneath the KCS Railroad right-of-way related to the Crossroads Center North development. In preparation for future construction of a Railroad Underpass on Windhaven Parkway at the KCS Railroad (part of the Corporate Drive Extension, Segment 6), the City water main crossing underneath the railroad right of way will need to be relocated and four (4) additional utility and storm drain lines will need to be installed. The KCS Railroad is requiring an amendment to the original pipeline crossing contract to accommodate the proposed utility adjustment and installation of additional lines underneath the railroad.

ANALYSIS

The Windhaven Parkway Railroad Underpass Project including associated utility relocations and extensions is funded by Regional Toll Revenue (RTR) funds approved for the extension of Corporate Drive which require a 20% local match. The local match is being equally shared by Denton County and the City of Lewisville. The proposed utility and drainage line installations will include relocation of an existing water main as well as drainage and electrical conduits required for the future railroad underpass and associated storm drainage lift station. The additional lines covered by the amended agreement are a gravity storm drain, a storm force main, a landscape irrigation line, and an electrical conduit required to provide power to street lighting, median and lift station site irrigation, the lift station itself and emergency flood gates. The KCS Railroad required a fee of $5,885 for the original contract which covered only one water main and was paid for by the original developer of Crossroads Centre North through the City. The required "one time" fee to add the additional four (4) utility & storm drain lines is $49,500. Funding is available in the Corporate Drive (FM 544 to Josey) project accounts.

RECOMMENDATION

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

AMENDMENT NO. 1 TO PIPELINE CROSSING CONTRACT

This AMENDMENT No. 1 ("AMENDMENT") effective 2nd day of November, 2015 amends that certain Pipeline Crossing Contract, dated December 13, 2006, ("BASIC AGREEMENT"), by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, ("Licensor") and **THE CITY OF LEWISVILLE, TEXAS**, to be addressed at 151 West Church Street, Lewisville, Texas 75057, ("Licensee") is amended as follows.

RECITALS

WHEREAS, Licensee entered into the BASIC AGREEMENT #000005655 with Licensor dated December 13, 2006 to install one (1) 16" PVC water pipeline at Mile Post D-84.18 (Alliance Subdivision) Lewisville (Denton County), TX attached hereto as Exhibit A;

WHEREAS, Licensor, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee to construct, maintain, operate, use and remove five (5) utility lines, namely, two (2) potable water lines (Pipe #1 and Pipe #2), one (1) storm water force main (Pipe #3), one (1) gravity storm drain (Pipe #4), and one (1) 120/240 volt power line (Pipe #5) under Licensor's right-of-way at Mile Post D-84.10 (Alliance Subdivision) Lewisville (Denton County), TX, attached hereto as Exhibit A-1 through Exhibit A-5';

WHEREAS, if conflict occurs between the BASIC AGREEMENT and this AMENDMENT NO. 1, AMENDMENT NO. 1 shall take precedence.

NOW, THEREFORE, IT IS AGREED by and between the parties that the BASIC AGREEMENT is hereby amended by adding the following provisions to the BASIC AGREEMENT, which provision are in effect as of the effective date. Except as modified herein, all terms and conditions of the BASIC AGREEMENT shall remain in full force and effect.

The BASIC AGREEMENT and AMENDMENT NO. 1 will be terminated after subject new lines are installed and replaced with new agreement.

Section 2 of the BASIC AGREEMENT is hereby amended to add the following pipelines as follows:

The new potable water **carrier pipe #1** shall be installed under the bridge after construction of the bridge and consist of 2.38" x 150' +/- PVC having a minimum wall thickness of 0.15" and shall be encased in a 6.63" x 150 +/- steel having a minimum wall thickness of 0.28" and a minimum yield point of 35,000 PSI. Maximum operating pressure of the pipeline shall not be greater than 235 PSI. Licensee expressly agrees that its installation shall be by open cut method and that no boring or excavation shall occur within Licensor's right-of-way, nor shall any boring occur in the track embankment. Construction, maintenance, operation, use and removal of the proposed lines shall not endanger the safety or condition of Licensor's property in any way, or the operation of trains or cars, and the lines shall be laid at a minimum depth of 27 feet below Licensor's base of rail and at a minimum depth of 3.25 feet below ground level at all other points on the right-of-way, as indicated on print of drawing Exhibit A-1, attached hereto and incorporated herein by reference.

The existing 16" waterline shall be moved approximately 30' east of the crossing of the future Windhaven crossing and the new potable water **carrier pipe #2** shall be placed and consist of 16" x 150' +/- PVC having a minimum wall thickness of 0.98" and shall be encased in a 30" x 150'm +/- steel having a minimum wall thickness of 0.5" and a minimum yield point of 35,000 PSI. Maximum operating pressure of the pipeline shall not be greater than 235 PSI. Licensee expressly agrees that its installation shall be by dry bore and jack method and that no boring or excavation shall occur within Licensor's right-of-way, nor shall any boring occur in the track embankment. Construction, maintenance, operation, use and removal of the proposed lines shall not endanger the safety or condition of Licensor's property in any way, or the operation of trains or cars, and the lines shall be laid at a minimum depth of 27 feet below Licensor's base of rail and at a minimum depth of 7 feet below ground level at all other points on the right-of-way, as indicated on print of drawing Exhibit A-2, attached hereto and incorporated herein by reference.

The new storm water force main **carrier pipe #3** shall be installed under the bridge after construction of the bridge and consist of 30" x 180 +/- PVC having a minimum wall thickness of 1.78". Maximum operating pressure of the

pipeline shall not be greater than 235 PSI. Licensee expressly agrees that its installation shall be by open cut method and that no boring or excavation shall occur within Licensor's right-of-way, nor shall any boring occur in the track embankment. Construction, maintenance, operation, use and removal of the proposed lines shall not endanger the safety or condition of Licensor's property in any way, or the operation of trains or cars, and the lines shall be laid at a minimum depth of 27 feet below Licensor's base of rail and at a minimum depth of 3.5 feet below ground level at all other points on the right-of-way, as indicated on print of drawing Exhibit A-3, attached hereto and incorporated herein by reference.

The new gravity storm drain **carrier pipe #4** shall be installed under the bridge after construction of the bridge and consist of 23", 26.5", 30", and 33.5" x 150' cross 165' lateral concrete RCP having a minimum wall thickness of 2.5", 2.75", 3", and 3.25" respectively. Licensee expressly agrees that its installation shall be by open cut method and that no boring or excavation shall occur within Licensor's right-of-way, nor shall any boring occur in the track embankment. Construction, maintenance, operation, use and removal of the proposed lines shall not endanger the safety or condition of Licensor's property in any way, or the operation of trains or cars, and the lines shall be laid at a minimum depth of 27 feet below Licensor's base of rail and at a minimum depth of 1.5 feet below ground level at all other points on the right-of-way, as indicated on print of drawing Exhibit A-4, attached hereto and incorporated herein by reference.

The new 120/240 volt power line including water pressure sensors **carrier #5** shall be installed under the bridge after construction of the bridge and consist of 2.38", 3.5" x 530 +/- PVC having a minimum wall thickness of 0.15, 0.22". Licensee expressly agrees that its installation shall be by open cut method and that no boring or excavation shall occur within Licensor's right-of-way, nor shall any boring occur in the track embankment. Construction, maintenance, operation, use and removal of the proposed lines shall not endanger the safety or condition of Licensor's property in any way, or the operation of trains or cars, and the lines shall be laid at a minimum depth of 27 feet below Licensor's base of rail and at a minimum depth of 3.5 feet below ground level at all other points on the right-of-way, as indicated on print of drawing Exhibit A-5, attached hereto and incorporated herein by reference.

Said angle of lines shall be 100°-35'-2" at which the street crosses Licensor's Railroad. Carrier Pipe #2 is parallel to the road and crosses approximately at the same angle. The main lines of Carrier Pipe #1, Carrier Pipes #3, and Carrier Pipe #4 Carrier #5 are parallel to the road and the laterals are at various angles as depicted in Exhibits A-1 through A-5.

The pipelines shall be under concrete pavement, and under Licensor's bridge located at Mile Post D-84.10 proposed to be constructed by the Licensee.

Excavations made on Licensor's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the lines.

Section 6 of the BASIC AGREEMENT shall be deleted in its entirety and replaced with the following:

6. Upon termination of the BASIC AGREEMENT, Licensee shall remove the portion of the existing 16" water line that is within 25 feet of the tracks with the bridge construction phase. The remainder of the water line will be removed prior to the bridge construction phase. After the bridge construction phase, the entire water line will be removed under Licensor's property. Licensee shall restore the property to its original state. Upon failure of Licensee to restore the property to its original state, Licensor may restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay. The existing line shall not endanger the safety or condition of Licensor's property in any way, or the operation of trains or cars.

Section 7 of the BASIC AGREEMENT shall be deleted in its entirety and replaced with the following. However, this new Section 7 is waived for only the installation of carrier pipes as described in this AMENDMENT, and not for any future, maintenance, repair or removal, of these carrier pipes nor for any future new installations:

7. Licensee shall not enter nor commence construction on or under Licensor's property or right-of-way unless accompanied by a Licensor qualified construction observer and flagger to oversee Licensee's work on Licensor's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee <u>must</u> submit a written scheduling request

to Licensor's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Licensor qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Licensor's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Licensor's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work. Licensee's request must be delivered to Scheduling Agent by contacting Bartlett & West at 785-228-3101 to leave a message and/or by sending an email to kcscrossings@bartwest.com**.**

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Licensor's designation of a company or individual as a Licensor "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Licensor's willingness to allow said individual or entity to provide Services on Licensor's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Licensor. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Licensor, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Licensor may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Licensor will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Licensor will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Licensor's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

Section 8 of the BASIC AGREEMENT is hereby amended to add the following for carrier pipes #1 through #5:

Licensee agrees to pay Licensor for the use of Licensor's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described above, an additional one-time sum of FORTY NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($49,500.00) upon execution of this agreement. If Licensee proposes additional pipelines, wires or facilities crossings of Licensor's property at a later date, Licensee shall pay Licensor additional license fees set in accordance with Licensor's then current fee schedule associated with the crossing.

Section 9 of the BASIC AGREEMENT is hereby deleted in its entirety and replaced with the following:

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

Section 11 of the BASIC AGREEMENT is hereby deleted in its entirety and replaced with the following:

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars ($2,000,000.00) per occurrence, four million dollars ($4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars ($1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Licensor's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Licensor as the Named Insured with coverage limits of at least two million dollars ($2,000,000.00) per occurrence and six million dollars ($6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Licensor. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Licensor by Licensee, reasonably satisfactory to Licensor in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Licensor thirty (30) day's prior written notice. Commercial general liability policy will name Licensor as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Licensor. All policies will be primary to any insurance or self-insurance the Licensor may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee liability to the Licensor to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT Agreement in duplicate as of the day and year first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____
Srikanth Honnur, P.E.

Title: Track and Bridge Construction Director

Date: _____

THE CITY OF LEWISVILLE, TEXAS

By: _____

Title: _____

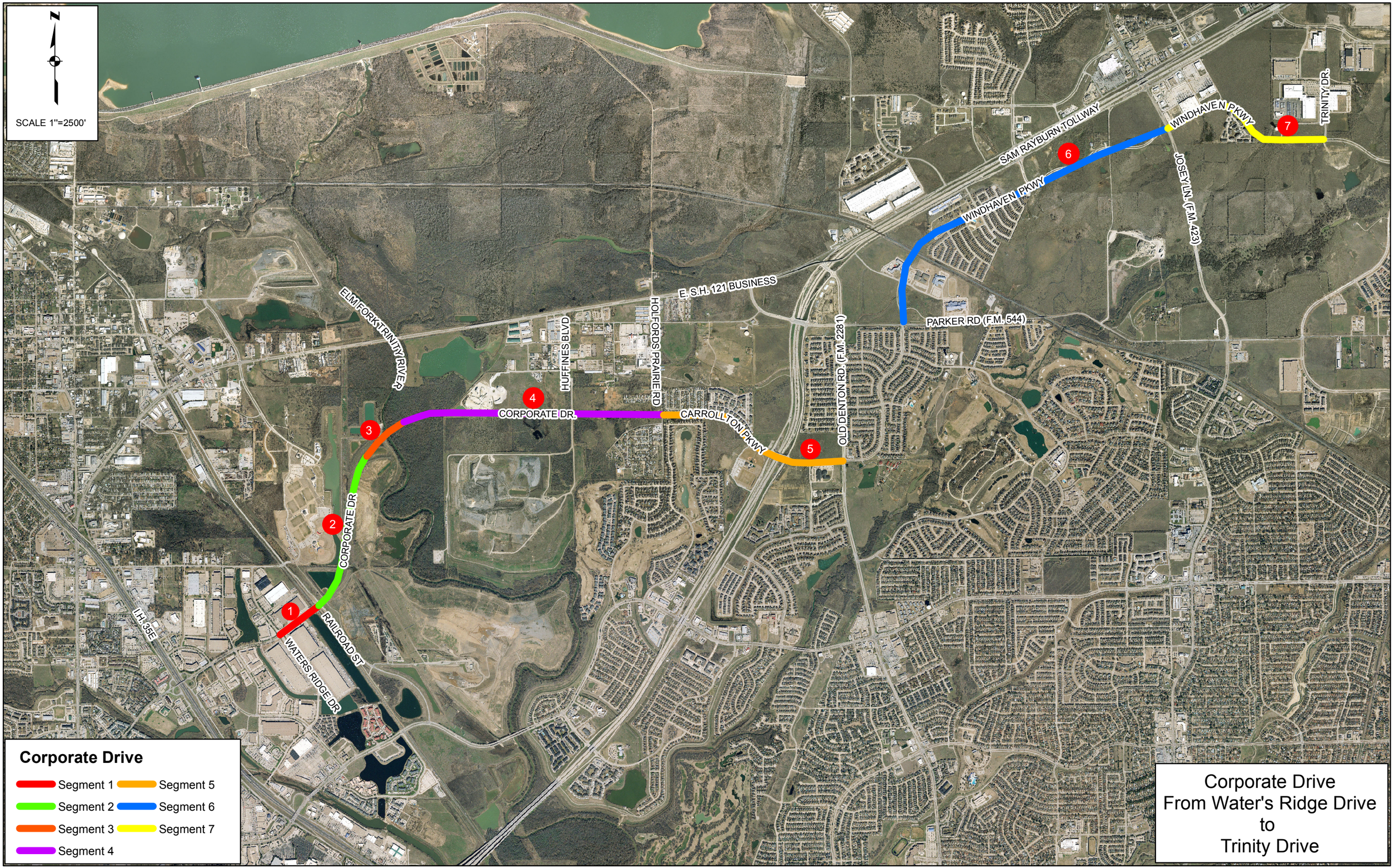
Date: _____

ATTEST:

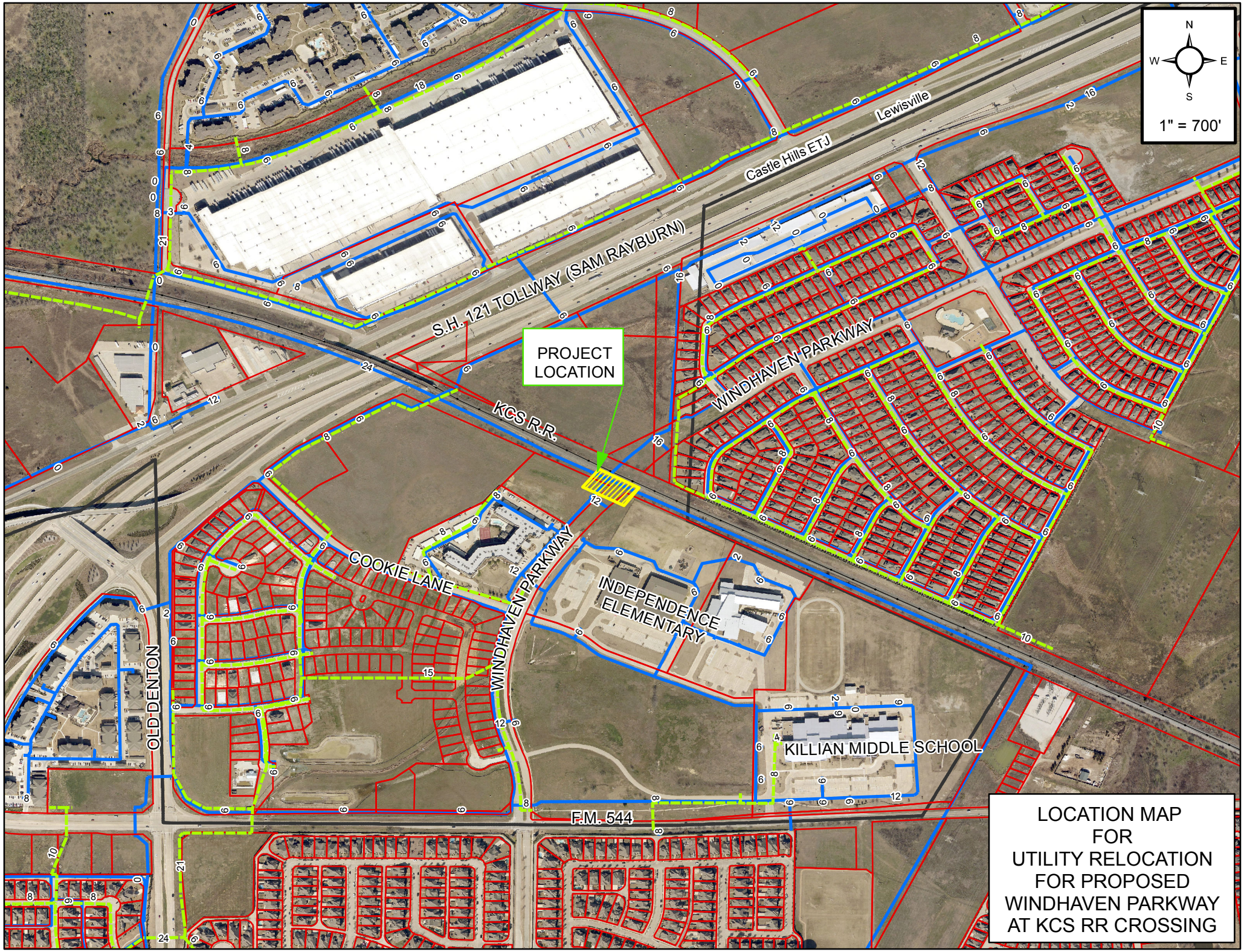
By: _____
JULIE HEINZE, City Secretary

APPROVED AS TO FORM:

By: _____
LIZBETH PLASTER, City Attorney



Corporate Drive
From Water's Ridge Drive
to
Trinity Drive



LOCATION MAP
FOR
UTILITY RELOCATION
FOR PROPOSED
WINDHAVEN PARKWAY
AT KCS RR CROSSING

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: December 21, 2015

SUBJECT: **Approval of an Economic Development Agreement by and Between the City of Lewisville and Norman International, Inc.; and Authorization for the City Manager or Her Designee to Execute the Contract.**

BACKGROUND

Norman International, Inc. is purchasing an existing 401,892 square feet building on land located at 1175 North Stemmons Freeway. The Company is projected to make an investment of $19.9 million including the purchase of the property, real and business personal property improvements and inventory.

ANALYSIS

The existing facility being purchased will be fully occupied and operated by the company or its subsidiaries.

The applicant originally projected an investment of $25.2 million plus a minimum of 200 jobs in Lewisville and a minimum of $6 million in total payroll within the first three years. The project was presented at the executive session on April 15, 2015, and the offer of 50% grant was made.

The new investment projections have slightly changed due to market conditions to $19.9 million which includes the purchase of the property, improvements on the premises and inventory value. The proposed agreement requires the company to employ 180 facility based employees with a minimum total payroll of $5.4 million within three years. Staff believes that the occupancy of an existing building with a quality business meets the intent of the City's economic development policy and the change in investment value is not consequential at this time. The agreement provides an incentive for a 50% grant equal to the City taxes paid on real, business personal property and inventory values as outlined in the agreement.

RECOMMENDATION

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

NORMAN®
WINDOW FASHIONS
12301 Hawkins St
Santa Fe Springs, CA 90670
Tel: 866-667-6268 • Fax: 562-236-2843

via Email to nreinecke@cityoflewisville.com

April 15, 2015

Nika Z. Reinecke, AICP
Director
Economic Development & Planning
City of Lewisville
151 West Church Street
P.O. Box 299002
Lewisville, TX 75029-9002

Re: Incentive Application
Norman Window Fashions ("Norman")

Dear Ms. Reinecke:

Thank you for your time for the pre-application conference with Mr. Sabino Liu, Purchasing and Facilities Manager of Norman on April 14, 2015.

Following please find some of our information to help support presenting our application to your City Council at the May 4th Executive Session.

Who is Norman?

- Public company in Taiwan.
- Have over 20,000 employees and own 5 main factories in Asia.
- Good corporate citizen and tenant for more than 30 years in the U.S.
- Current customers include Home Depot, Wal-Mart, JC Penney, Lowe's, Interlines, Bed, Bath & Beyond, HD Supply, Budget Blinds, 3-Day Blinds, Blinds.com and thousands of distributors nationwide and worldwide.
- Among the world's largest and well-respected manufacturers of window coverings.
- Annual U.S. sales over 300 millions.

- Current U.S. headquarters in Santa Fe Springs, CA, with 11 subsidiaries nationwide and counting.
- In 2014, Norman has 194 full time employees in California & Texas, with average salary in the amount of $49,284.48/person.
- Current Texas subsidiary located in Carrollton, TX, which pays sales & use tax about $20,000~$30,000 per month (mainly wholesale); and Houston, TX.

Our Plan:

- Relocate California production line to the State of Texas.
- Consolidate our Texas presences into one location.
- Move back some of our manufacturing capacity from Asia to the State of Texas.
- Will consider relocate our California headquarters to the State of Texas.
- Purchase built-to-suit or existing over 400,000 s.f. fabrication and distribution facility in the state of Texas.

Incentive Seeking:

- Need to see what incentive package, mainly property tax and inventory tax abatement and rebate, City of Lewisville can offer to make us choose Lewisville but not another city in the State of Texas.

We thank you for your consideration and efforts in this matter and will wait for your incentive package.

Sincerely,

Ricky Wang
General Counsel

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") dated is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation of Denton County, Texas, duly acting by and through its City Manager, (hereinafter referred to as "City"); and Norman International, Inc, and its affiliated companies, including but not limited to Nien Advanced Solutions, Norman International Dallas, LLC (hereinafter referred to collectively as "Company") (hereinafter all shall collectively be referred to as the "Parties").

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted a program for making economic development grants on August 16, 2010 (hereinafter referred to as "the Policy Statement"); and

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

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

WHEREAS, Company plans to purchase all of that approximately 25.263 acre tract of land situated on Lot 3, Block A of Summit Business Park, of the Plat Records of Denton County, Texas which real property is more particularly described in "Attachment A" attached hereto (the "Land"); and

WHEREAS, the Company plans to purchase a 401,892 square foot building located on the Land (the "Building"); 1175 North Stemmons Freeway, Lewisville, Texas, 75067.

WHEREAS, The Company's efforts described herein will create and retain permanent existing and new jobs in the City; and

WHEREAS, the contemplated use of the Premises, as hereinafter defined, the contemplated improvements to the Premises in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said Land in accordance with the purposes for its creation and are in compliance with the intent of the Statute and the Policy Statement and similar guidelines and criteria adopted by the City and all applicable law; and

WHEREAS, the City Council finds that the improvements sought are feasible and

practicable and would be of benefit to the Land and to the City after the expiration of this Agreement.

NOW THEREFORE, the City, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment on the Land, which contributes to the economic development of the City and the enhancement of the tax base in the City, the parties hereto do mutually agree as follows:

ARTICLE I
TERM

1.1 This term of this Agreement ("Term") shall commence on the date this Agreement is authorized by the City ("Effective Date") and shall continue in effect until December 31 of the fifth (5th) year after the Company receives a certificate of occupancy for the Building, unless sooner terminated in accordance with the termination provisions in this Agreement.

ARTICLE II
DEFINITIONS

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

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

"**Appraised Value**" shall have the same meaning assigned by Section 1.04 of the TEX. TAX CODE, as amended.

"**Building**" shall mean an occupied industrial facility located at 1175 North Stemmons Freeway containing approximately 401,892 square feet of space which will be occupied by the Company and the other ancillary facilities such as required parking and landscaping more fully described in the submittals filed with the City.

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

"**Clawback Event**" means the Company failed to meet a material term or condition of Article V of this Agreement after the expiration of any applicable Cure Period. To the extent that a Clawback Event has occurred, a portion of the annual economic development

grant described in Section 4.1 of this agreement and received by Company from the City shall be subject to repayment by Company pursuant to Article VI of this Agreement.

"**Company**" has the meaning set forth in the introductory paragraph of this Agreement.

"**Effective Date**" means that point in time established in Article I of this Agreement.

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

"**Facility Based Employees**" shall mean the total number of Full-Time Individuals and Full-Time Equivalents.

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

"**Full-Time Individual**" shall mean, for a particular tax year, an individual who is employed during such year (a) holds a regular employment position with the Company or staffing agencies utilized by the Company who is typically scheduled to work at least 35 hours per week and whose primary work place is in the city limits of the City, or (b) is an independent contractor who is typically scheduled to work at least 35 hours per week for the Company and whose primary work place is in the city limits of the City.

"**Improvements**" shall mean collectively the Building, Real and Business Personal Property, and Real and Business Personal Property Improvements

"**Inventory Value**" shall mean the market value of the inventory as set by Denton Central Appraisal District.

"**Premises**" shall mean that area owned by Company in the location described on the site plan and legal description attached hereto as "Attachment A" and made a part

hereof, and any improvements located thereon at the time of purchase or any point thereafter.

"Real and Business Personal Property" shall mean any building, parking, landscaping, tangible personal property, machinery, equipment and fixtures, other than inventory or supplies, owned or leased by Company that are located on the Premises at the time of the execution of this Agreement and that will be moved in by the Company into the Premises after the Effective Date.

"**Real and Business Personal Property Improvements**" shall mean the Real and Business Personal Property which is eligible for economic development incentive under this Agreement. The Real and Business Personal Property Improvements include any building, parking, landscaping, tangible personal property, machinery, equipment and fixtures, other than inventory or supplies, owned or leased by Company that are added to the Premises subsequent to the execution of this Agreement

"**Required Use**" shall mean the Company's primary use of the Premises for the continuous operation of a development, support, and general business center to provide communication and service support for the Company's customers and other uses compatible with the primary use of the Premises, subject to temporary cessations of such operations as a result of a casualty or Force Majeure.

"**Texas Enterprise Zone**" shall be defined by the State of Texas Government Code.

ARTICLE III
GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, the Company shall commence with purchasing of the Premises and constructing or renovating any needed Improvements after purchase as more particularly described in Section 5.4 of this Agreement. The Company shall substantially complete work on the Improvements and occupy the Building by December 31, 2016, provided that it shall have such additional time as may be required to complete work on the Improvements if it is diligently pursuing completion of the same. In the event of Force Majeure or, if in the reasonable opinion of the City the Company has made substantial progress toward completion of work on the Improvements, additional time may be granted by the City as may be required. The date of substantial completion of the Improvements shall be defined as the

date that Company receives a certificate of occupancy for the Building.

3.2 During the Term of this Agreement, the Company shall be subject to all applicable City taxation not specifically subject to the economic development grant described in Section 4.1, including but not limited to sales and use taxes and ad valorem taxation on otherwise taxable land, inventory and supplies.

ARTICLE IV
ECONOMIC DEVELOPMENT INCENTIVE

4.1 Annual Rate of Grant. Subject to the terms and conditions of this Agreement, the City agrees to grant to Company an economic development grant equal to a portion of ad valorem property taxes from the Premises otherwise owed and paid to the City. Said grant shall be calculated upon the taxes assessed and paid on the Premises, Real and Business Personal Property, Real and Business Personal Property Improvements and Inventory Value located on the Premises which in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof. **The value of land is not applicable for rebate of taxes.** The Company shall pay all applicable taxes in accordance with the state and local regulations. Company will be paid the grant by the City in accordance with this Agreement on annual basis subject to the timing referenced in Section 4.3. Said grant shall be valued at fifty percent (50%) of the value of Real and Business Personal Property taxes and Inventory Value taxes on Company's Premises, Real and Business Personal Property, Real and Business Personal Property Improvements and Inventory Value on the Premises, not including taxes assessed on the value of land, paid to the City of Lewisville. Said grant shall be available subject to the terms and conditions of this Agreement during the Term, beginning on January 1 of the year following the date the Company obtains a certificate of occupancy for the Building.

4.2 The City agrees to nominate this project for the Texas Enterprise Zone. All costs associated with making the application are the responsibility of the Company.

4.3 Annual Payments and Reporting Requirements. The Company acknowledges that this Agreement makes an allowance for an economic development grant to be paid on an

annual basis. Each year during the Term, prior to payment of such grant, the Company shall remit payment of its Real and Business Personal Property tax liability, submit its Annual Compliance Report shown on "Attachment B" to the City, and send a letter of request for payment to the City prior to February 1 for each previous year in which the grant is to be paid. Subject to the satisfactory receipt of these items prior to February 1, the City agrees that the grant will be paid in full to the Company prior to March 15, otherwise within forty five (45) days of satisfactory receipt of the above listed items.

ARTICLE V
AGREEMENT CONDITIONS

5.1 Minimum Use Condition. During the Term of this Agreement following the issuance of a certificate of occupancy for Company's occupancy of the Building and continuing thereafter until expiration of this Agreement or earlier termination of same the Company agrees to occupy a minimum of 401,892 square feet of space in the Building which shall not be used for any purpose other than the Required Use.

5.2 Minimum Employment Condition. During the Term of this Agreement following the issuance of a certificate of occupancy for Company's occupancy of the Building and continuing thereafter until expiration of this Agreement or earlier termination of same, the Company must maintain a minimum employment count of one hundred and eighty (180) Facility Based Employees within three years. Company shall employ one hundred and eighty (180) Facility Based Employees by the end of the thirty-sixth (36th) month following the Effective Date of this Agreement. If the Company fails to meets its Minimum Employment Condition for a given year after the end of the thirty-sixth (36th) month following the Effective Date of this Agreement, the grant for that year shall not be applicable and will not be granted by the City.

5.3 Minimum Compensation Condition. During the Term of this Agreement following the issuance of a certificate of occupancy for the Company's occupancy of the Building and continuing thereafter until expiration of this Agreement or earlier termination of same, the Company must achieve a minimum annual payroll including bonuses for Facility Based Employees in the aggregate amount of at least five million four hundred thousand dollars ($5,400,000) within three years. If the Company fails to meets its Minimum Compensation Condition for a given year after

the end of the thirty-sixth (36th) month following the Effective Date of this Agreement, the grant for that year shall not be applicable and will not be granted by the City.

5.4 Minimum Investment Condition. To be eligible for the grant under this Agreement, the Company shall effect purchase of the Premises and invest in Real and Business Personal Property Improvements on the Premises in the minimum total amount of $17,700,000 which includes the purchase of the Premises along with a minimum Real and Business Personal Property Improvements investment of $200,000 by December 31, 2016; and a minimum of $2,000,000 in Inventory Value on the Premises by December 31, 2016. Company shall maintain a total minimum investment value subject to depreciation in accordance with generally accepted accounting practices or applicable tax regulations and tables. The Company shall maintain a minimum 2,000,000 in inventory value during the term of this agreement. City and Company understand that the appraisal of the Improvements and Inventory Value will be determined by the Denton Central Appraisal District on an annual basis or as otherwise required by law. The Company agrees to allow reasonable access to the Premises as required by law so the Denton Central Appraisal District can make accurate appraisals of the Improvements. In the event of Force Majeure, the appraised value of the Improvements and Inventory shall be set by the Denton County Appraisal District on January 1 of the year immediately following the issuance of certificate of occupancy by the City. If the Company fails to meets its Minimum Investment Condition for a given year, the grant for that year shall not be applicable and will not be granted by the City.

5.5 Community Support. The Company shall be required to donate $5,000 in support of a City sponsored event or program on an annual basis throughout the Term of this agreement. The City will provide advertising and promotion of the Company at City events, as approved by the Company, in recognition of such contribution. This donation shall be required regardless of whether the Company has met its other annual requirements under this Agreement and received funds from the City.

5.6 Certification. The Company must certify annually to the governing body of the City through the City's Director of Economic Development as to its attainment of the stated performance measures described in this Article V by submitting an Annual Compliance Report (Attachment B) and appropriate support documentation, no later than February 1 of each year after the issuance of the certificate of occupancy and continuing until the expiration of the Term.

ARTICLE VI
TERMINATION

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

(a) by written agreement of the Parties;

(b) expiration of the Term;

(c) by either party if the other party breaches any material terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof (the "Cure Period") or a reasonably longer period of time not to exceed thirty (30) additional days so long as the breaching party commences curative action within such 60-day period and diligently pursues such curative action to a satisfactory completion;

(d) by City, if Company suffers an Event of Bankruptcy; and

(e) by City, if any impositions owed to the City or the State of Texas by Company shall remain delinquent after the Cure Period; and

(f) by Company upon sixty (60) days prior written notice to the City.

6.2 Refund of Grant. In the event the Agreement is terminated by the City pursuant to Section 6.1(c), (d), (e), or (f), a Clawback Event shall have been deemed to occur, and the Company shall, as the City's sole remedy, immediately pay the City within sixty (60) days of notice from the City an amount equal to a proportional amount of the grant received by the Company for the applicable tax year when the Clawback Event occurs.

ARTICLE VII
MISCELLANEOUS

7.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by the Company unless written

permission is first granted by the City, which consent shall not be unreasonably withheld, so long as the Company's assignee agrees to be bound by all terms and conditions of this Agreement.

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

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

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

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

For City by notice to:

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

Lewisville, Texas 75057

For Company by notice to:

Norman International Dallas, LLC
Attn: Ricky Wang, General Counsel
rickyw@normanwf.com
866-667-6268 Ext. 6129
12301 Hawkins Street
Santa Fe Springs, CA 90670

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

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

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

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

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

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

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

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

7.13 Company agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Company's breach of this Agreement or by any negligent or strictly liable act or omission of Company, its officers, agents, employees or subcontractors, in the performance of this Agreement. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This paragraph shall survive the termination of this Agreement.

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

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

7.16 The City shall maintain the confidentiality on the purchase price of the Premises, and shall not disclose to any other third party.

DATED this the 30th day of November, 2015.

(EXECUTION PAGE FOLLOWS)

CITY OF LEWISVILLE, TEXAS

_____

Donna Barron, City Manager

ATTEST:

_____

Julie Heinze, City Secretary

APPROVED AS TO FORM:

_____

Lizbeth Plaster, City Attorney

COMPANY: Norman International, Inc.

By: _____

Name: RANJAN MADA

Title: PRESIDENT

ATTACHMENT A

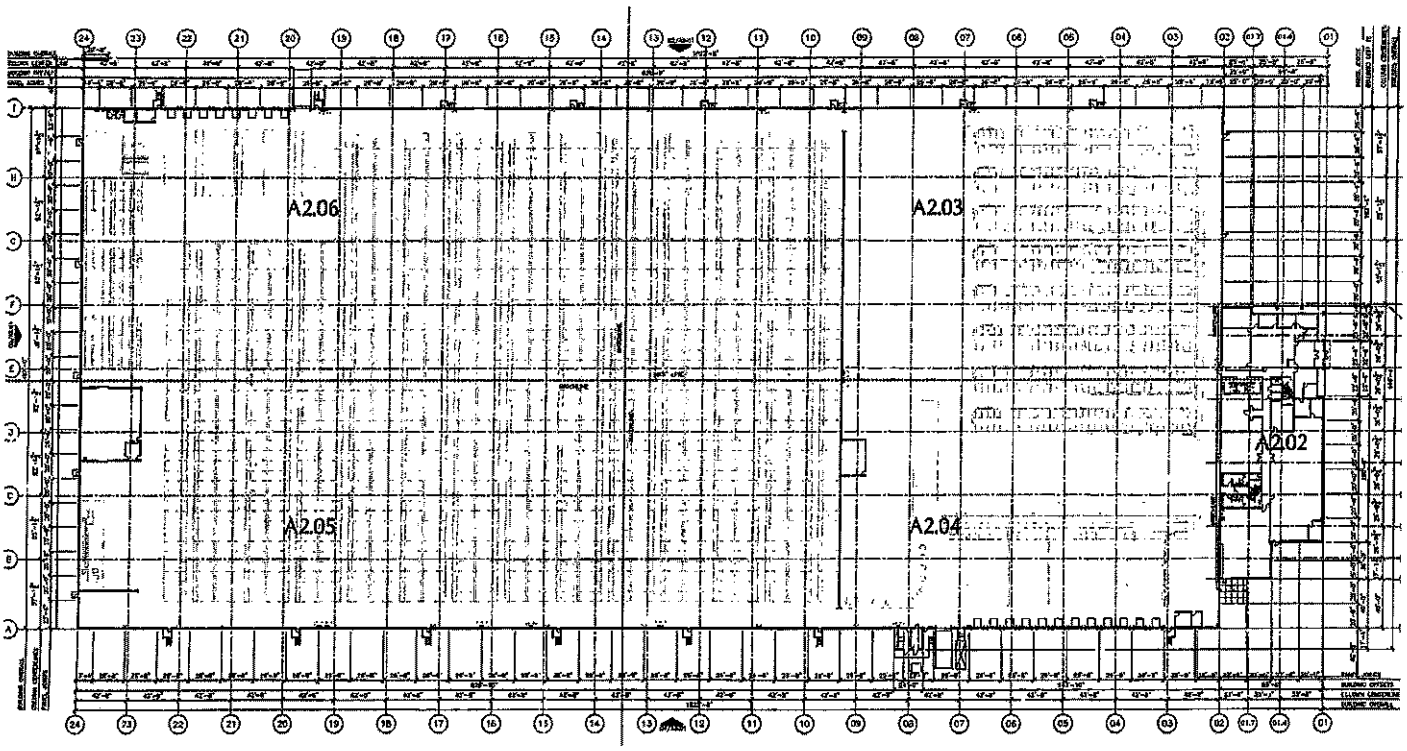
Legal Description and Maps

(Will be provided by Norman International Dallas, Inc)

Location Map:

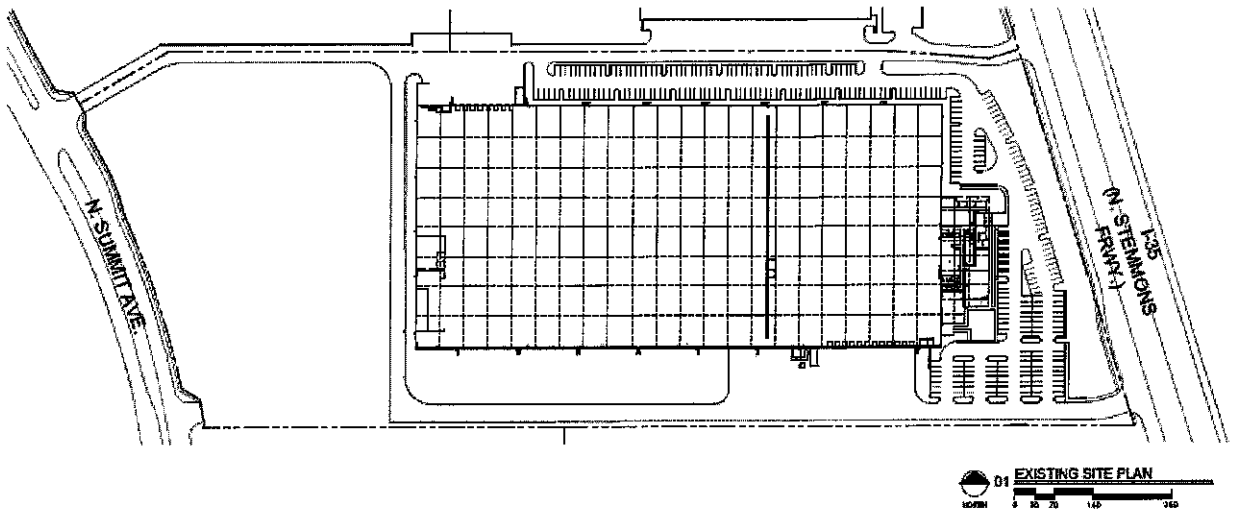
Floor Plan:

(Will be provided by Norman International Dallas, LLC)



Site Plan:

(Will be provided by Norman International Dallas, LLC)


N SUMMIT AVE
I-35
(N STEMMONS FRWY)
01 EXISTING SITE PLAN

ATTACHMENT B

To Economic Development Agreement

Annual Compliance Report

CITY OF LEWISVILLE

ANNUAL COMPLIANCE REPORT

Norman International Dallas, LLC

Item	**Purpose**	Compliance Information
1	Calendar Year	
2	Total Facility Based Employees of Company (180)	
3	Total Combined Annual Compensation of Facility Based Employees ($5,400,000)	$
4	Premises, Real and Business Personal Property, and Real and Business Personal Property Improvements Investment of Company ($17,700,000)	$
5	Minimum Inventory Value maintained on property ($2,000,000)	
6	Annual Contribution towards City Sponsored Event or Program ($5,000)	

Certified By:

COMPANY:

Name: _____

Title: _____

Email: _____

Phone: _____

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: December 16, 2015

SUBJECT: **Approval of Modifications to Policy Statement 3.0 - Finance, Section IV- Debt.**

BACKGROUND

Staff annually reviews policies and directives to ensure applicability with any new procedures, changes in state law or governing documents, issues that may have arisen in the prior year, etc.

ANALYSIS

In November, many policies were provided for City Council review and approval. This policy on debt was moved to this meeting to correlate with the workshop review provided by the City's financial advisor, First Southwest, on the City's overall debt picture.

Following are changes proposed to City's debt policy. Red-line as well as a clean version of the policy are attached as back up to this memo.

1. **I.B.** – Added wording to clarify a measurement timeframe. When calculating the reserve for the debt service fund, there was no term defined for looking back for the greatest percentage of uncollected taxes. Ten years is sufficient and is being defined for this purpose.

2. **I.D. –** Added this section to pertain to Castle Hills debt issuances of which the City acts as the issuer for these contract revenue and special assessment bonds. In the past, some bonds have been unable to be rated due to the lack of significant tax value on the ground at the time of the bond issuance. After consultation with the City's financial advisor and bond counsel, these parameters have been added to protect the City and bondholders on these types of issuances.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the modifications to Policy Statement 3.0 - Finance, Section IV- Debt.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: December 16, 2015

SUBJECT: **Approval of Modifications to Policy Statement 3.0 - Finance, Section IV- Debt.**

BACKGROUND

Staff annually reviews policies and directives to ensure applicability with any new procedures, changes in state law or governing documents, issues that may have arisen in the prior year, etc.

ANALYSIS

In November, many policies were provided for City Council review and approval. This policy on debt was moved to this meeting to correlate with the workshop review provided by the City's financial advisor, First Southwest, on the City's overall debt picture.

Following are changes proposed to City's debt policy. Red-line as well as a clean version of the policy are attached as back up to this memo.

1. **I.B.** – Added wording to clarify a measurement timeframe. When calculating the reserve for the debt service fund, there was no term defined for looking back for the greatest percentage of uncollected taxes. Ten years is sufficient and is being defined for this purpose.

2. **I.D. –** Added this section to pertain to Castle Hills debt issuances of which the City acts as the issuer for these contract revenue and special assessment bonds. In the past, some bonds have been unable to be rated due to the lack of significant tax value on the ground at the time of the bond issuance. After consultation with the City's financial advisor and bond counsel, these parameters have been added to protect the City and bondholders on these types of issuances.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the modifications to Policy Statement 3.0 - Finance, Section IV- Debt.

Effective Date: ~~08/16/10~~
Approval: _____

CITY OF LEWISVILLE
POLICY STATEMENTS

TOPIC: **3.0 – FINANCE**
REFERENCE: **SECTION IV - DEBT**

I. DEBT

A. Usage of Debt Proceeds – Debt will not be used for recurring operating purposes.

B. Debt Reserves – Debt service reserves shall be maintained at those levels restricted by bond covenants. For debt not restricted by bond covenants, reserves shall be maintained at an amount no less than the greatest annual debt service requirement for outstanding debt, less self-supporting revenues, times the greatest percentage of uncollected current year ad valorem taxes, from preceding ten years, multiplied by a factor of two; and in an amount no more than 15 percent of total outstanding bond principal.

C. Bond Amortization – Bonds will in most instances be issued with the bond series final maturity being no longer than 16 years. The City Manager is authorized by City Council to structure longer maturities when in the best interest of the City. No extension of debt past the original maturity will occur with the issuance of refunding bonds.

D. Contract Revenue and Special Assessment Bonds – These bonds should be structured in a manner that best protects both the City and the bondholder.
1. A pre-filing is required with the Attorney General and a preliminary letter must be received prior to placing on agenda for City Council approval.
2. Bonds will be issued in most cases with a maximum maturity of 20 years.
3. Call date provisions will be controlled by the City in order to maintain maximum flexibility for the future.
4. Investment grade rating or a municipal bond insurance policy is preferred for these transactions. Non-rated, non-insured transactions will require the following:
   a. Debt service reserve fully funded with bond proceeds or another cash source at time of bond closing,
   b. A letter restricting transfer must accompany the transaction and be maintained with the bonds until an investment grade credit rating is established or the debt to taxable assessed valuation reaches a certain predetermined threshold, and
   c. $25,000 minimum denominations.

Formatted: Indent: First line: 0"

II. GENERAL PROVISIONS

The City of Lewisville reserves the right to change, modify, amend, revoke or rescind all or part of this policy in the future.

Effective Date:
Approval: _____

CITY OF LEWISVILLE
POLICY STATEMENTS

TOPIC: **3.0 – FINANCE**
REFERENCE: **SECTION IV - DEBT**

I. DEBT

A. Usage of Debt Proceeds – Debt will not be used for recurring operating purposes.

B. Debt Reserves – Debt service reserves shall be maintained at those levels restricted by bond covenants. For debt not restricted by bond covenants, reserves shall be maintained at an amount no less than the greatest annual debt service requirement for outstanding debt, less self-supporting revenues, times the greatest percentage of uncollected current year ad valorem taxes, from preceding ten years, multiplied by a factor of two; and in an amount no more than 15 percent of total outstanding bond principal.

C. Bond Amortization – Bonds will in most instances be issued with the bond series final maturity being no longer than 16 years. The City Manager is authorized by City Council to structure longer maturities when in the best interest of the City. No extension of debt past the original maturity will occur with the issuance of refunding bonds.

D. Contract Revenue and Special Assessment Bonds – These bonds should be structured in a manner that best protects both the City and the bondholder.
1. A pre-filing is required with the Attorney General and a preliminary letter must be received prior to placing on agenda for City Council approval.
2. Bonds will be issued in most cases with a maximum maturity of 20 years.
3. Call date provisions will be controlled by the City in order to maintain maximum flexibility for the future.
4. Investment grade rating or a municipal bond insurance policy is preferred for these transactions. Non-rated, non-insured transactions will require the following:
   a. Debt service reserve fully funded with bond proceeds or another cash source at time of bond closing,
   b. A letter restricting transfer must accompany the transaction and be maintained with the bonds until an investment grade credit rating is established or the debt to taxable assessed valuation reaches a certain predetermined threshold, and
   c. $25,000 minimum denominations.

II. GENERAL PROVISIONS

The City of Lewisville reserves the right to change, modify, amend, revoke or rescind all or part of this policy in the future.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: December 1, 2015

SUBJECT: **Tabled Item: Consideration of an Ordinance Amending the Lewisville City Code, Chapter 6, Article IX, Section 6-182, Hotel/Motel/Extended Stay Facilities, by Repealing and Replacing the Section in its Entirety by Adding Requirements for New or Modified Hotels, Motels and Extended Stay Facilities.**

BACKGROUND

Basic hotel requirements were adopted in 2003 which include interior corridors, a minimum 400 square-foot room size and 24-hour on-site staff. Hotels constructed following the ordinance adoption were Hilton Garden Inn, Hampton Inn, Town Place Suites by Marriott and Spring Hill Suites. Hilton Garden Inn was constructed with an economic development agreement to provide a convention facility.

Additional requirements were adopted in 2009 by requiring the selection of 4 out of 5 menu options. The 5 options included: 1) furnished rooms, 2) swimming pool (minimum 1,000 square feet; 2,500 square feet with 200+ rooms), 3) full service restaurant, 4) minimum 175 guest rooms, and 5) meeting space of 10,000 square feet. Springhill Suites was built after 2009 but meeting the 2003 requirements due to an Economic Development Agreement that was executed prior to 2009.

ANALYSIS

Recent discussions with hotel developers interested in Lewisville have revealed that the hotel market has shifted towards select service hotels and new hotels currently being developed in the market cannot feasibly meet Lewisville's current hotel requirements; particularly the minimum number of rooms, the required full service restaurant and the minimum meeting space. City conducted two hotel studies in 2012 and 2014 in conjunction with the Lake Development Plans for feasibility of full service hotels. Extensive data was collected which indicated a move towards more limited or select service hotels. In addition research was provided that families traveling with children or persons traveling on business preferred some services in the room such as a refrigerator and microwave and preference was given to rooms with a cooktop. New hotels that provide a full refrigerator and cooktop include Candlewood Suites, Staybridge Suites, Holiday Inn Club Vacations, Homewood Suites by Hilton and Hyatt Residence Club among many others. In Lewisville, 8 out of the existing 22 hotels have cooktops and 10 have kitchenettes with a refrigerator and microwave.

Staff has conducted a survey of various cities in the area and the proposed amendments are in tune with the area cities. Grapevine is the only city that requires a minimum of 300 rooms and 10,000 square feet of meeting space and Irving requires 200 rooms and 5,000 square feet of meeting space (Survey attached). Both cities have approved hotels not meeting the above standards through a variance process or have provided extensive incentives to meet the requirements.

At the City Council workshop session on 9-21-15, the following were recommended:

Mandatory requirements:

1. 325 square-foot minimum room size
2. Interior corridors
3. On-site staffing and housekeeping
4. Furnished Rooms
5. Minimum 100 guest rooms
6. Minimum 4 stories in height

Menu Options (required to choose 3 of 4):

1. Enhanced Architectural and Landscaping Standards
2. Restaurant or bar open during evening hours
3. Increase room count to minimum of 130
4. 1,500 square feet of meeting space.

Subsequent to the Council workshop, staff met with the existing hoteliers on October 8, 2015, to present the proposal and receive feedback. Some hoteliers were against any change in the existing ordinance, others asked for more stringent requirements as new hotel rooms could flood the market and impact occupancy rates. Independent research shows that occupancy rates have risen steadily due the economic growth in north Texas and are projected to rise in the next 5 years. As most hotels in Lewisville were built before year 2000 combined with the lack of new hotel construction due to the requirements of the ordinance in the past 6 years, has curtailed the City's ability to gain market share. Staff met with the hoteliers again on December 14 to receive additional input.

<u>The new proposal is as follows:</u>

Mandatory requirements:

1. 325 square-foot minimum room size
2. Interior corridors

3. On-site staffing and housekeeping
4. Furnished Rooms
5. **Minimum 120 guest rooms**
6. Minimum 4 stories in height
7. Enhanced architectural standards
8. **80% brick or stone on all facades**

Miscellaneous (choose 2 of the following 5 options):

1. Fitness Facility (Minimum 400 square feet)
2. Indoor/outdoor pool area (Minimum 1,000 square feet)
3. Spa/Sauna (Minimum 800 square feet)
4. Gift Shop (Minimum 400 square feet)
5. Outdoor atrium/plaza with seating (Minimum 1,000 square feet)

Menu Options (required to choose 2 of 4):

1. Enhanced Landscaping Standards
2. Restaurant or bar open during evening hours
3. 1,500 square feet of meeting space
4. **Increase height to 5 stories or more**

Provide for incentives if the all requirements are met.

Allow cooktop/oven in guestrooms by SUP.

By 2017, new hotels will have opened in Flower Mound (1 or 2), Carrollton (1) and The Colony (3 or 4). If development standards remain unchanged, no new properties are projected for Lewisville.

Assuming no current Lewisville hotels close, only four of our 22 properties will be less than 15 years old in 2017. Nearly 80 percent of our available hotel rooms will be at least 15 years old, and nearly one-third will be at least 20 years old. Those properties/rooms will be competing with brand new hotels under identical flags located 2-5 miles away. That is an almost certain formula for an immediate and possibly substantial decrease in both occupancy rates and Average Daily Rate at Lewisville hotels. The following data represents age of hotel, number of hotels per age category, number of rooms per age category, and associated percentages.

Lewisville hotel stock in 2017

20+ years old		15-19 years old		10-14 years old		5-9 years old		>5 years old	
9 hotels	40.90%	9 hotels	40.90%	1 hotel	4.54%	2 hotels	9.09%	1 hotel	4.54%
759 rms	30.70%	1206 rms	48.79%	165 rms	6.67%	223 rms	9.02%	119 rms	4.81%

The proposed amendments adjust the standards to be more in line with common amenities offered with new, high quality, select service hotels. The amended regulations are also expected to increase opportunities for the development of new hotel brands in Lewisville.

RECOMMENDATION

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

City	**Lewisville**	**Carrollton – no changes**	**Coppell**
Ordinance	Sec. 6 -182, Development Standard	Art. XXI,(g).2. Special Use Permit	Sec. 12-30-18.1. Special Use Permit
Category	Hotel, motel, extended stay	Full Service Hotel	Hotel, motel and residence hotel
Rooms	• 175 guest rooms min. • 400 SF of livable floor space min.	• 125 guest rooms min. • 275 SF min.	N/A
Access	Access guestroom from interior corridor	Access from interior corridor and lobby	N/A
Restaurant or kitchen	Restaurant open to general public required	A full service restaurant on-site with wait staff required	Not required, but can count as required amenities: seating capacity of 35 min.
Conference room	Required: 10,000 SF min.	Required: 1,000 SF min.	Not required, but can count as required amenities: 1,000 SF min.
Pool	Swimming pool: 1,000 SF min. If over 200 guestrooms: 2,500 SF min.	Not required, but can count as required amenities	Not required but can count as required amenities
Other Amenities	None	Provide (2): sports court, exercise room, business center, or gift shop.	Provide (3): pool, spa, fitness center, playground, sports court, plaza/atrium, game room, jogging trail, conference room, or full service restaurant
Guest Service	(1) staff on site 24-7	• Staff available for check-in/out at all time • Daily housekeeping	On-site staff 24-hrs.
Other	None	• Building height: min. 4 stories. • Kitchen not allowed in guestrooms: microwave, under-counter refrigerator permissible • Architectural, landscaping requirements • Separate provisions for B&B, Residence Hotel or Hotel Suites • Lodging license required for operation	• Lot size: 4 ac. min. city council approval required for anything smaller but must be 2 ac or more • Lobby required: 150 SF min. • Separate provisions for residence hotel
Link		SUP - g. Hotel and Transient Lodging CH 97 - Lodging License	

City	**Irving**	**Southlake**	**Missouri City**
Ordinance	Sec. 52-35b. Hotel Development Standard	Section 28 "HC" Hotel District	Article IV. Hotels Sec.18-191
Category	Hotel, motel	Hotels and motels	Hotels
Rooms	• 200 guest rooms min. • 300 SF area min. • Fully furnished	N/A	N/A
Access	Access from interior hallway	N/A	N/A
Restaurant or kitchen	A full-service restaurant with full kitchen, cooking and service staff, open to public for breakfast and dinner (min.) daily	N/A	N/A
Conference room	Meeting or conference rooms with combined area of 5,000 SF min.	N/A	N/A
Pool	Not required but can count as required amenities: 1,000 SF min.	N/A	N/A
Other Amenities	(1) Recreational facilities not limited to: pool, sports court, exercise room, spa, game area etc.	N/A	N/A
Guest Service	• Staff available for check-in/out at all time • Daily housekeeping	N/A	Hotel staff on site 24 hrs each day
Other	• Waiting Area: 500 SF min. or 5 SF per guestroom • Lobby: 5 SF per guestroom • Lobby & Waiting areas can be combined, 1,500 SF max. • Architectural standards: material, building design etc.	• "HC" zoning also allows publicly owned parks, playgrounds and privately owned gold courses, and municipal uses. • Building Height: 6 stories max., 90 feet max.	• Security Camera, exterior light required • Cooking facilities not allowed in guestrooms: microwave, miniature refrigerator or freezer, or coffeemaker permissible
Link			

City	**Frisco**	**Frisco (continued)**	**Grapevine**
Ordinance	3.02.01 Conditional Development Standards	3.02.01 Conditional Development Standards	Appendix D Sec. 29 HCO Hotel and Corporate Office District
Category	Motel	Residence Hotel	Hotel/Motel Facilities
Rooms	None	• 23 room units per acre max. • Min. 50% of room units shall contain kitchen facilities	• Min. 380 SF area for guestroom • Min. 300 rooms
Access	N/A	N/A	N/A
Restaurant or kitchen	Full Service Restaurant (min. seating capacity of 35)	Not required, but can count as required amenities: seating capacity of 35 min.	Full service restaurant with full kitchen facilities providing services to the general public
Conference room	N/A	Not required, but can count as required amenities: 1,000 SF min.	Min. 10,000 SF
Pool	N/A	Not required but can count as required amenities	Min. 1,000 SF
Other Amenities	N/A	Provide (3): pool, spa/sauna, fitness center, playground, sports court, plaza/atrium, game room, jogging trail, conference room, or full service restaurant	N/A
Guest Service	On-site staff 24-hrs.	On-site staff 24-hrs.	On-site staff 24-hrs.
Other	Min. 1,500 feet separation from other Hotel, Motel, or Residence Hotel (measured property line to property line)	• Min. 100 ft from any residential district • Min. 15% of lot area as open space, exclusive of required setbacks and parking areas	Conditional Use Permit Required
	Zoning Ordinance	Zoning Ordinance	Sec.29 HCO Hotel and Corporate Office District

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS AMENDING THE LEWISVILLE CITY CODE, CHAPTER 6, ARTICLE IX, SECTION 6-182 HOTEL/MOTEL/EXTENDED STAY FACILITIES, BY DELETING THE ENTIRE SECTION AND REPLACING IT WITH A NEW SECTION 6-182, ADDING REQUIREMENTS FOR NEW OR MODIFIED HOTELS, MOTELS AND EXTENDED STAY FACILITIES; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lewisville, Texas engaged a consultant in 2014 to provide an analysis of the demographic and economic characteristics of Lewisville and the region as it related to the hotel industry, and;

WHEREAS, this study was conducted in relation to attracting full service hotels to Lewisville, and;

WHEREAS, the analysis included a review of the trends in the hotel industry and analysis of competitive markets and venues, and;

WHEREAS, the City intends to lift its corporate and residential image by attracting new quality hotel and hospitality projects to complement the existing hotels in Lewisville, and;

WHEREAS, the diversification of the hotel market in Lewisville with additional new upscale products will enhance the City's hotel room inventory for events, tournaments, meetings and conferences, and;

WHEREAS, the City Council of the City of Lewisville, Texas, has determined that for the health, welfare, and safety of its citizens, certain amendments to Chapter 6, Article IX, Section 6-182 of the Lewisville City Code are necessary.

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

SECTION I. AMENDMENT. Chapter 6, Article IX, Section 6-182, Hotel/Motel/Extended Stay Facilities, of the Lewisville City Code, is hereby deleted in its entirety and replaced with the following new language:

Sec. 6-182. - Hotel/motel/extended stay facilities.

(a) *General provisions.* The purpose of this section is to establish minimum standards for all hotels, motels and extended-stay facilities constructed or modified, if such modification exceeds 50% of the appraised value (as set by Denton County Appraisal District) of the existing facility.

(b) *Mandatory Requirements.* The following items shall be included in the design and construction or modifications of all hotels, motels and extended-stay facilities:

(1) *Minimum Guest Room Size*. The minimum guest room or suite size shall be 325 square feet of floor space. A room size summary table shall be included on the engineering site plan for all hotel, motel and extended-stay facilities.

(2) *Guest Room Access*. All guest rooms or suites shall be accessible from a common interior corridor.

(3) *On-Site Staffing and Housekeeping*. At least one staff member shall be available on-site twenty-four (24) hours a day, seven days a week. Daily housekeeping service is required.

(4) *Furnished Rooms.* All guest rooms must be fully furnished. Minimum furnishings include bed, dresser drawer, night stand and television.

(5) *Number of Guest Rooms*. **A minimum of 120 guest rooms** is required.

(6) *Height*. All new construction shall be a minimum of 4 stories in height.

(7) *Enhanced Architectural Standards.* Enhanced design features, as listed below (A-C), shall be provided for all building façades. Elevations and color renderings depicting the material, design and color are required to be submitted with the engineering site plan submittal.

A. 80% brick or stone veneer, or a combination equal to 80%, is required on all facades. Exterior Insulated Finishing System (EIFS) is not permitted below 9 feet from finished grade.

B. All elevations shall have the same architectural features and façade articulation including the following:

(1) Variation in building form such as recesses and projections

(2) Vertical accents or focal points

(3) Change in material and texture

(4) Emphasis on building entry through form, detail, color or materials

(5) Recessed windows minimum of 3 inches

(6) Projecting window sills

(7) Projecting cornices, roofs

C. Building form shall include a uniform level of quality on all sides of the building and incorporate similar features as the front facade.

(8) *Miscellaneous*. Two of the following items shall be included in the design and construction or modification of all hotels, motels and extended-stay facilities:

A. Fitness facility - Minimum 400 square feet.
B. Indoor/outdoor pool - Minimum 1,000 square feet.
C. Spa/Sauna - Minimum 800 square feet.
D. Gift shop - Minimum 400 square feet.
E. Outdoor atrium/plaza with seating space - Minimum 1,000 square feet.

(c) *Other Requirements*. In addition to the above listed mandatory requirements, at least two (2) of the following four (4) items shall be included in the design and construction or modification of all hotels, motels and extended-stay facilities:

(1) *Enhanced Landscaping Standards.* Landscaping shall be increased by 30% from the current city standards in overall landscaping areas, tree planting, shrubs and decorative landscaping features. Enhanced hardscaping and paving shall be used in pedestrian areas, connections from parking to the front door, and in guest front drop off areas. This may include brick/concrete pavers, pave stones, stamped and stained concrete or similar materials that will enhance the aesthetic character of the project.

(2) *Restaurant.* A restaurant or a bar which provides service to the general public and hotel guests, during the evening hours. Minimum hours of

operation shall be from 6 PM to 11 PM. The bar and/or restaurant shall provide a minimum seating capacity of 50. The bar or restaurant shall not be a self-service operation.

(3) *Meeting Space*. A minimum of 1,500 square feet of designated meeting or conference room space shall be provided. The meeting space may be one large room or a combination of several meeting rooms. Guest room space or lobby space shall not count as meeting space.

(4) *Height*. Increase minimum height to 5 or more stories.

(d) *Economic Development Incentives.* Subject to approval of an economic development agreement by the City Council, a project that meets all 4 requirements in section (c) above may be eligible for an economic development incentive for reduction of development fees.

(e) *Cooktop/Oven.* The construction or modification of a hotel, motel or extended-stay facility with a cooktop or oven in a guest room shall require the approval of a Special Use Permit in accordance with the provisions of the Zoning Ordinance.

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 21st DAY OF DECEMBER, 2015.

APPROVED:

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

_____
Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: December 14, 2015

SUBJECT: **Consideration of an Ordinance Approving an Update to the Service and Assessment Plan and Assessment Roll for Lewisville Castle Hills Public Improvement District No. 5.**

BACKGROUND

Chapter 372 of the Local Government Code authorizes the creation of Public Improvement Districts (PIDs) to provide a tool by which a city can levy and collect special assessments on property that is within the city or within the city's extraterritorial jurisdiction (ETJ) for designated purposes including the construction of street and water/wastewater improvements. In 1996, the city entered into a development agreement with Denton County Fresh Water Supply Districts (DCFWSD) No. 1-A and No. 1-B and Bright Farm Partnerships to create PIDs to provide the financing necessary for infrastructure development in the city's ETJ.

Since the approval of the 1996 agreement, DCFWSD 1-A divided into additional districts—1-C, 1-D, 1-E, 1-F, 1-G and 1-H. PIDs have been approved by the City Council as follows:

PID No. 1	DCFWSD 1-B
PID No. 2	DCFWSD 1-D
PID No. 3	DCFWSD 1-E
PID No. 4	DCFWSD 1-F
PID No. 5	DCFWSD 1-G
PID No. 6	DCFWSD 1-H
PID No. 7	DCFWSD 1-C

Combination Contract Revenue and Special Assessment bonds have been issued in the districts which are paid via property tax collections in the respective district (an assessment on property owners in the districts would only occur if tax collections were insufficient to cover debt payments). Total outstanding debt for these PIDs (No. 1-7) is currently $102.57M. This debt is strictly a liability of the districts and not the City of Lewisville.

ANALYSIS

The Service and Assessment Plan identifies the public improvements to be provided by the PID, the cost of the public improvements, the indebtedness to be incurred for the public improvements, and the manner of assessing the property in the PID for the costs of the public improvements. The Assessment Roll identifies the assessment on each parcel, based on the method of assessment identified in the Plan.

The Plan and Roll for PID No. 5 encompasses DCFWSD 1-G and is made up of approximately 307 acres subdivided into 155 residential lots and 266 acres of commercial tracts, which include commercial and multifamily development.

At the last City Council meeting, Council approved an ordinance authorizing $10.95M Combination Contract Revenue and Special Assessment Utility bonds. The Plan was provided as an exhibit, but it is necessary to present a separate ordinance to approve the Plan and Roll and is being provided at this time.

RECOMMENDATION

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

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §

COUNTIES OF DENTON AND DALLAS §

CITY OF LEWISVILLE §

I, the undersigned City Secretary of the City of Lewisville, Texas, hereby certify as follows:

1. The City Council of the City of Lewisville, Texas convened in a regular session on the 21st day of December, 2015 in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas (the "Meeting"), and the roll was called of the duly constituted Council Members of the City of Lewisville, Texas to-wit:

Rudy Durham	Mayor
R. Neil Ferguson	Mayor Pro-Tem
Greg Tierney	Deputy Mayor Pro-Tem
Leroy Vaughn	Council Member
TJ Gilmore	Council Member
Brett Daniels	Council Member

And all of the persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS UPDATING THE ASSESSMENT/SERVICE PLAN AND ASSESSMENT ROLL FOR LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 5

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be passed; and, after due discussion, said motion carrying with it the passage of the Ordinance, prevailed and carried by the following vote:

Aye: ___ No:___

2. A true, full and correct copy of the Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Ordinance has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials as indicated therein; that each of the elected officials and members of the City Council was duly and sufficiently notified, officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The City Council has approved the aforementioned attached Ordinance and the Mayor and the City Secretary of the City of Lewisville have duly signed the Ordinance; and that the City Secretary hereby declares that the attached Ordinance is a true and correct copy of the Ordinance for all purposes.

SIGNED AND SEALED this 21st day of December, 2015.

_____
Julie Heinze, City Secretary
City of Lewisville

[City Seal]

ORDINANCE NO. ____ - __ -2015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS UPDATING THE ASSESSMENT/SERVICE PLAN AND ASSESSMENT ROLL FOR LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 5 (THIS "ORDINANCE").

RECITALS

WHEREAS, a petition was submitted to the governing body of the City of Lewisville, Texas (the "Municipality"), pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "Act" or the "PID Act"), requesting the creation of a public improvement district over a portion of territory to be known as Lewisville Castle Hills Public Improvement District No. 5 ("P.I.D. No. 5" or the "P.I.D.");

WHEREAS, pursuant to Section 372.009(b) of the Act, the governing body of the Issuer, on the 6th day of May, 2013, passed and approved Resolution No. 3991-05-2013, making certain findings as to the advisability of the improvements, the nature of the improvements, the boundaries of the proposed public improvement district, the method of assessment, and the apportionment of the costs between the proposed public improvement district and the Issuer as a whole and authorizing the creation of P.I.D. No. 5 and thereby establishing the exact boundaries of P.I.D. No. 5;

WHEREAS, on the 19th day of May, 2014, the governing body of the Issuer adopted an Ordinance (the "Assessment Ordinance") approving the Assessment/Service Plan for P.I.D. No. 5 and levied assessments as Special Assessments on each parcel of property within P.I.D. No. 5, all as provided in Section 372.017 of the Act;

WHEREAS, Section 372.013 of the PID Act and the Assessment/Service Plan require that the Assessment/Service Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, the Assessment/Service Plan Update, including an updated Assessment Roll, attached as Exhibit A hereto conforms the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and updates the Assessment Roll to reflect prepayments, reallocation of lot types and assessments, issuance of additional bonds and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which updates the Assessment Ordinance and approves and adopts the Annual Assessment/Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act.

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

Section 1. Findings.

The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

Section 2. Annual Service Plan Update and Assessment Roll.

The Annual Service Plan Update, including updated Assessment Roll, is attached hereto as Exhibit A, is hereby accepted and approved.

Section 3. Effective Date.

This Ordinance shall take effect upon passage and execution hereof.

[From here to end of page intentionally left blank.]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _ TO _ ON THIS THE 21ST DAY OF DECEMBER, 2015.

APPROVED:

_____
RUDY DURHAM, MAYOR

ATTEST:

_____
JULIE HEINZE, CITY SECRETARY

APPROVED AS TO FORM:

_____
LIZBETH PLASTER, CITY ATTORNEY

EXHIBIT "A"

ANNUAL ASSESSMENT/SERVICE PLAN UPDATE

DAVID
TAUSSIG
& ASSOCIATES, INC.

CITY OF LEWISVILLE
PUBLIC IMPROVEMENT DISTRICT NO. 5
(CASTLE HILLS)

ANNUAL SERVICE PLAN UPDATE
TO THE
ASSESSMENT/SERVICE PLAN

DECEMBER 7, 2015

Public Finance
Public Private Partnerships
Urban Economics

MCKINNEY, TEXAS
NEWPORT BEACH, CALIFORNIA

TABLE OF CONTENTS

SECTION **PAGE**

I. INTRODUCTION 3

II. ANNUAL SERVICE PLAN UPDATE 4

III. ASSESSMENT PLAN 8

EXHIBIT A – 2015 ASSESSMENT ROLL

I. INTRODUCTION

The Castle Hills Public Improvement District No. 5 (the "PID") was created by the City Council of the City of Lewisville (the "City") by Resolution No. 03989-05-2013 (the "Resolution") on May 6, 2013 in accordance with the Public Improvement District Act, being Chapter 372 of the Texas Local Government Code (the "PID Act") to finance the costs of certain public improvements (the "Authorized Improvements") for the benefit of the property in the PID (the "Assessed Property"). The PID is located in the extraterritorial jurisdiction of the City. The PID contains approximately 307.074 acres of land, subdivided into 155 residential lots and 265.8109 acres of commercial tracts, which include commercial and multifamily development.

An Assessment/Service Plan (the "Plan") was prepared at the direction of the City, identifying the Authorized Improvements and their estimated costs, the manner of assessing the property in the PID for the costs of the Authorized Improvements, and the indebtedness to be incurred. In addition, an assessment roll (the "Assessment Roll") was prepared identifying the assessments on each parcel ("Parcel") of Assessed Property, based on the method of assessment identified in the Plan. Following a public hearing, the Plan was adopted by the City on May 19, 2014.

Pursuant to Sections 372.013 and 372.014 of the PID Act, the Service Plan is to be reviewed and updated annually and is to include an Assessment Plan. This Annual Service Plan Update to the Assessment/Service Plan (the "Annual Plan Update") for 2015 is comprised of the following three parts:

- Service Plan Update;
- Assessment Plan; and
- Assessment Roll.

II. ANNUAL SERVICE PLAN UPDATE

Section 372.013 of the PID Act requires that the Annual Service Plan Update (i) define the annual indebtedness and the projected costs of the Projects and (ii) cover a period of at least five (5) years.

A. PID BONDED INDEBTEDNESS

On June 2, 2014, the City issued Combined Contract Revenue and Special Assessment bonds in the aggregate amount of $7,750,000 (the "Series 2014 Bonds"). These included $3,255,000 of Utility System Bonds (the "2014 Utility Bonds") and $4,495,000 of Road System Bonds (the "2014 Road Bonds"). The Series 2014 Bonds are secured by Contract Revenues payable from Denton County Fresh Water Supply District No. 1-G ("District 1-G") pursuant to the 2008 Joint Utility Contract and 2008 Joint Road Contract between the City, Denton County Fresh Water Supply District No. 1-A ("District 1-A") and District 1-G, and by Assessments levied pursuant to the Plan, for the payment of debt service on the Bonds. The City currently estimates that one percent (1%) of the debt service on the Bonds will be secured by and paid from Assessments.

The sources and uses of funds for the Series 2014 Bonds are shown in Table II-1 below.

TABLE II-1

PUBLIC IMPROVEMENT DISTRICT NO. 5
(CASTLE HILLS)

SOURCES AND USES OF FUNDS
SERIES 2014 BONDS

SOURCES OF FUNDS	TOTAL	2014 UTILITY BONDS	2014 ROAD BONDS
BONDS PROCEEDS	$7,750,000	$3,255,000	$4,495,000
CASH ADVANCE FROM DEVELOPER	$726,575	$305,725	$420,850
TOTAL SOURCES OF FUNDS	**$8,476,575**	**$3,560,725**	**$4,915,850**
USE OF FUNDS			
IMPROVEMENT FUND	$7,272,840	$3,083,300	$4,189,540
DEBT SERVICE RESERVE FUND	$726,675	$305,725	$420,950
PLACEMENT AGENT'S FEES	$154,900	$65,000	$89,900
ISSUANCE COSTS	$322,160	$106,700	$215,460
TOTAL USES OF FUNDS	**$8,476,575**	**$3,560,725**	**$4,915,850**

The City anticipates the issuance of additional bonds, including a Series 2015 Combined Contract Revenue and Special Assessment bonds in the currently estimated aggregate amount of $10,950,000 (the "Series 2015 Bonds"). It is anticipated that those will include $10,950,000 in Utility Systems Bonds (the "2015 Utility Bonds"). No Road System Bonds are anticipated to be included in this issuance. A five year projection of the anticipated phased issuance of PID bonds is shown in Table II-2.

TABLE II-2

PUBLIC IMPROVEMENT DISTRICT NO. 5
(CASTLE HILLS)

PROJECTED ANNUAL PID BOND ISSUANCE
AND
AGGREGATE INDEBTEDNESS

YEAR	NEW INDEBTEDNESS	AGGREGATE INDEBTEDNESS
2014	$7,750,000	$7,750,000
2015	$10,950,000	$18,700,000
2016	$0	$18,700,000
2017	$0	$18,700,000
2018	$0	$18,700,000
2019	$0	$18,700,000
PROJECTED TOTAL	**$18,700,000**	**N/A**

B. DESCRIPTION OF AUTHORIZED IMPROVEMENTS

The Authorized Improvements include the following items:

1. WATER SYSTEM IMPROVEMENTS

The water system improvements will consist of the construction of a water distribution system which benefits the PID, connecting to the Upper Trinity Regional Water District's water supply system.

2. WASTEWATER IMPROVEMENTS

The acquisition or construction of a wastewater collection system which benefits the PID, connecting to the City's sanitary sewer collection and treatment system

3. DRAINAGE

The drainage improvements will consist of the acquisition or construction of a stormwater drainage system which benefits the PID.

4. STREETS AND ROADWAYS

The acquisition or construction of streets or roadways and improvements thereto which benefits the PID.

5. ESTIMATED COST OF AUTHORIZED IMPROVEMENTS

The estimated total cost of the Authorized Improvements is $28,100,000. Table II-3 shows the estimated costs of the Authorized Improvements by category.

TABLE II-3

PUBLIC IMPROVEMENT DISTRICT NO. 5
(CASTLE HILLS)

ESTIMATED COSTS OF AUTHORIZED IMPROVEMENT BY CATEGORY

CATEGORY	ESTIMATED COST
WATER FACILITIES	$5,630,000
SEWER FACILITIES	$5,200,000
DRAINAGE FACILITIES	$6,200,000
STREET AND ROADWAY FACILITIES	$6,630,000
DESIGN, ENGINEERING & ADMINISTRATION	$2,074,000
CONTINGENCY	2,366,000
PROJECTED TOTAL EXPENDITURES	**$28,100,000**

The Authorized Improvements will be financed or reimbursed in part from the payment of the Assessments in periodic installments. The remainder of the Authorized Improvements not financed or reimbursed from Assessments will be financed or reimbursed by Contract Revenues.

Table II-4 shows the estimated sources and uses of the Bonds.

TABLE II-4

PUBLIC IMPROVEMENT DISTRICT NO. 5
(CASTLE HILLS)

ESTIMATED SOURCES AND USES OF FUNDS
ALL AUTHORIZED IMPROVEMENTS

	TOTAL	FUNDED BY PID ASSESSMENTS	FUNDED BY CONTRACT REVENUES
SOURCES OF FUNDS			
UTILITY SYSTEM BOND PROCEEDS	$25,600,000	$256,000	$25,344,000
ROAD SYSTEM BOND PROCEEDS	$10,400,000	$104,000	$10,296,000
TOTAL SOURCES OF FUNDS	**$36,000,000**	**$360,000**	**$35,640,000**
USE OF FUNDS			
CONSTRUCTION COSTS:			
CONSTRUCTION FUNDS: UTILITY	$19,983,000	$199,830	$19,783,170
CONSTRUCTION FUNDS: ROAD	$8,117,000	$81,170	$8,035,830
SUB-TOTAL: ALL CONSTRUCTION FUNDS	**$28,100,000**	**$281,000**	**$27,819,000**
NON-CONSTRUCTION COSTS:			
LEGAL FEES	$720,000	$7,200	$712,800
UNDERWRITER'S FEES	$720,000	$7,200	$712,800
CAPITALIZED INTEREST	$4,680,000	$46,800	$4,633,200
LOC FEES AND CREDIT ENHANCEMENTS	$1,350,000	$13,500	$1,336,500
ORGANIZATION & ADDITIONAL ISSUANCE COSTS	$430,000	$4,300	$425,700
SUB-TOTAL: NON-CONSTRUCTION COSTS	**$7,890,000**	**$79,000**	**$7,821,000**
TOTAL USES OF FUNDS	**$36,000,000**	**$360,000**	**$35,640,000**

III. ASSESSMENT PLAN

Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. More specifically, the PID Act provides that the costs of the improvements may be assessed (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited.

A. METHOD OF ASSESSMENT

The City Council determined that the PID Costs should be allocated to the Assessed Property on the basis of the benefit received by each Parcel without regard to which Authorized Improvements have been completed and installed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements allocated to the PID on Parcels similarly benefited. In determining the relative value of Parcels, the City Council has taken into consideration (i) the type, size and number of lots and commercial parcels; (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

The total Assessments are equal to $363,263. The Assessments have been allocated based on current platting and development projections to reflect the allocation shown in Table III-1 on the following page. The Assessment for residential property (Lot Type A) is $200 per lot. The reallocated Assessment for commercial/multi-family property is $1,247.96 per acre[1].

[1] The original Assessment for commercial/multi-family property was $1,250.00 per acre and was based on 265.8109 acres. The Denton County Appraisal District records currently indicate a total of 266.2460 acres of commercial/multi-family property.

TABLE III-1 PUBLIC IMPROVEMENT DISTRICT NO. 5 (CASTLE HILLS) ASSESSMENT BY LOT TYPE				
LOT TYPE	LOTS	ACRES	ASSESSMENT AMOUNT	TOTAL ASSESSMENTS
RESIDENTIAL:				
LOT TYPE A – SINGLE FAMILY	155		$200	$31,000.00
COMMERCIAL:				
LOT TYPE B – COMMERCIAL/MULTI-FAMILY		266.2460	$1,247.96	$332,263.63
TOTAL				**$363,263.63**

B. TERMS OF THE ASSESSMENTS

1. AMOUNT OF ASSESSMENTS

The Assessment for each Parcel is shown on the Assessment Roll, and no Assessment shall be changed except as authorized by the Plan, this Annual Plan Update, or the PID Act. The Assessments shall not exceed the amount required to repay the portion of the principal amount of the Bonds payable from Assessments and shall be collected with interest in an amount to pay a portion of the principal and interest on the Bonds.

2. REDUCTION OF ASSESSMENTS

If after all Authorized Improvements have been constructed and acquired the actual PID Costs are less than the PID Costs used to calculate the Assessments, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessment for each Parcel shall be reduced by an equal percentage such that the sum of the resulting reduced Assessments for all Parcels equals the actual reduced PID Costs and such excess Bond proceeds shall be applied to redeem Bonds. The Assessments shall not be reduced to an amount less than the amount required to repay the portion of the outstanding Bonds secured by Assessments.

3. REALLOCATION OF ASSESSMENTS FOR PARCELS LOCATED WITHIN THE PID

a. UPON SUBDIVISION PRIOR TO RECORDING OF SUBDIVISION PLAT

Upon the subdivision of any Assessed Property without the recording of a Subdivision Plat, the Assessments shall be reallocated for the Assessed Property prior to the subdivision equally among the new subdivided Lots by dividing the outstanding principal amount of the Assessments for each Parcel existing prior to the subdivision among the newly created Parcels based on the Lot Type of the newly created Parcel. Newly divided Parcels that are categorized as Lot Type A will bear the Lot Type A assessment and any Parcels categorized as Lot Type B will bear the Lot Type B per acre assessments. The Assessment on the newly divided Parcels shall not exceed the Assessment amount for the applicable Lot Type. The City will approve an updated Assessment Roll in the Annual Plan Update each year showing the reallocation of assessments.

The calculation of the estimated number of Lots or acreage by Lot Type shall be confirmed by the City Council in an update to the Plan. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and, to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in the Annual Plan Update approved by the City Council.

b. UPON SUBDIVISION BY A RECORDED SUBDIVISION PLAT

Upon the subdivision of any Assessed Property by the recording of a Subdivision Plat, the Assessments shall be reallocated for the Assessed Property prior to the subdivision among the new subdivided Lots by dividing the outstanding principal amount of the Assessments for each Parcel existing prior to the subdivision among the newly created Parcels based on the Lot Type of the newly created Parcel. Newly divided Parcels that are categorized as Lot Type A will bear the Lot Type A assessment and any Parcels categorized as Lot Type B will bear the Lot Type B per acre assessments. The City will approve an updated Assessment Roll in the Annual Plan Update each year showing the reallocation of assessments.

The calculation of the estimated number of Lots or acreage by Lot Type shall be confirmed by the City Council in an update to the Plan. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Plan Update approved by the City Council.

c. UPON CONSOLIDATION

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for an Assessed Property may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be calculated and reflected in an Annual Plan Update approved by the City Council.

d. UPON CHANGE IN USE OR LOT TYPE

Upon a change in land use from single-family residential to multifamily/commercial and therefore from Lot Type A to Lot Type B for Assessed Property, the Assessments shall be reallocated for the Assessed Property upon the change in land use by assessing the new Lot Type B acreage created as a result of the change in use an Assessment equal to, but not to exceed, the $1,250 per acre assessment assessed for Lot Type B pursuant to the Plan and issuing an updated Assessment Roll showing the reallocation of Assessments. The number of Lot Type A Lots, amount of acreage in Lot Type B and total Assessment for each Lot Type will then be revised accordingly in the next Annual Plan Update.

Upon a change in land use from multifamily/commercial to single-family residential and therefore from Lot Type B to Lot Type A for Assessed Property, the Assessments shall be reallocated for the Assessed Property upon the change in land use by assessing each new Lot created as a result of the change in use an Assessment equal to, but not to exceed, the $200 per lot assessment assessed for Lot Type A pursuant to the Plan and issuing an updated Assessment Roll showing the reallocation of Assessments. Any acreage that is not divided into a Lot Type A shall remain in Lot Type B and shall be assessed on a per acre basis. The number of Lot Type A Lots, amount of acreage in Lot Type B and total Assessment for each Lot Type will then be revised accordingly in the next Annual Plan Update.

The calculation of the estimated number of Lots or acreage by Lot Type shall be confirmed by the City Council in an Annual Plan Update. The estimate as confirmed shall be conclusive.

The reallocation of an Assessment for any Parcel may not exceed the Assessment prior to the reallocation and to the extent the reallocation of Assessments would cause the Assessment per lot to exceed the Lot Type A per lot amount or the Assessment per acre to exceed the Lot Type B per acre amount, the amount exceeding the Assessments prior to the change in land use or subdivision of the Parcel shall be prepaid by such amount by the party requesting the change in land use or subdivision of the Parcel. Any reallocation pursuant to this section shall be reflected in an Annual Plan Update approved by the City Council.

C. PAYMENT OF ASSESSMENTS

1. PAYMENT IN FULL OR IN PART

Pursuant to the provision of Section 372.018(f) of the Act, an Assessment may be prepaid at any time by paying the unpaid amount of the Assessment plus the interest accrued and penalties that have been imposed prior to the date of payment of the Assessment. An Assessment must be prepaid in full at the time an owner of a lot subject to the Assessment applies for a building permit to construct a structure on such lot and prior to the issuance of a certificate of occupancy for such lot. The Assessments shall be billed for an annual payment (the "Annual Installment") in each year as reflected in the Assessment Roll.

If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

Upon payment in full of an Assessment, the City shall deposit the payment in accordance with the Trust Agreement; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

Once an Assessment is paid in full, the City is hereby authorized to grant a release relating to the Parcel subject to the Assessment. The form of such release shall be as determined by the City to comply with state law and shall effectuate the release of the City's lien on such Parcel subject to the Assessment upon payment in full of the Assessment.

2. PAYMENT IN ANNUAL INSTALLMENTS

Any Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which include interest on the outstanding Assessments. It is anticipated that the Denton County Tax Assessor/Collector or Denton County Fresh Water Supply District No. 1-A will bill and collect the annual installments on behalf of the City of Lewisville. Payment of the Annual Installments began with tax bills mailed in 2014.

Each Assessment shall bear interest of no more than the actual interest rate paid on the Bonds or, after issuance of multiple series of bonds, the interest on Assessments shall be calculated as a weighted average of the interest paid on the Bonds.

The Annual Installments as levied shall be reduced to equal the actual costs of repaying the Bonds attributable to repayment from Assessments, when issued, taking into consideration any other available funds for these costs, such as interest income on account balances.

The City or Denton Tax Assessor/Collector will invoice each owner of property for the installment payment at the same time as the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. Failure of an owner to receive an Annual Installment on the property tax bill shall not relieve the owner of the responsibility for the assessment. Delinquent Assessments or installments shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act.

Assessments are personal obligations of the person owning the property assessed in the year an Annual Installment payment becomes due, and only to the extent of such Annual Installment(s). Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

If a Parcel or portion thereof is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the District the full amount of the Assessment, plus all interest due thereon, for such Parcel or portion thereof prior to any such transfer or act.

If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount. Upon payment in full of an Assessment and all interest on the Assessment to the date of payment in full, the City shall deposit the payment to a separate account whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. The principal amount of the Annual Installments may not exceed the principal amounts shown on the Assessment Roll as finally adopted by the City.

D. UPDATE OF ASSESSMENT ROLL

The Assessment Roll is to be updated each year to reflect (i) the Assessments and Annual Installments for each Parcel of Assessed Property, (ii) current platting, including reallocations based on changes in the number of Lot Type A lots and/or Lot Type B acres, and (iii) prepayments of the Assessments, if any.

The 2015 Assessment Roll is attached as Exhibit A. Since the time of its last update, 68 Parcels, all Lot Type A (Single Family Residential), have fully prepaid the principal amount of their Assessment. In addition, the Assessments for all Lot Type B lots have been reallocated to reflect current acreage and configuration of such Parcels.

EXHIBIT A

CITY OF LEWISVILLE
PUBLIC IMPROVEMENT DISTRICT NO. 5
(CASTLE HILLS)

2015 ASSESSMENT ROLL

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 5

ASSESSMENT ROLL

DCAD ID	LAND USE	PHASE	BLOCK	LOT	STREET NUMBER	STREET NAME	ACRES	ASSESSMENT CATEGORY	ORIGINAL ASSESSMENT	PRINCIPAL PAID	OUTSTANDING PRINCIPAL	ANNUAL INSTALLMENT
631702	RESIDENTIAL	8A	E	59	913	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631709	RESIDENTIAL	8A	E	66	936	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631716	RESIDENTIAL	8A	E	73	900	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631726	RESIDENTIAL	8A	E	85	825	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631515	RESIDENTIAL	8A	A	2	708	Highwood Trl		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631689	RESIDENTIAL	8A	E	44	701	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631703	RESIDENTIAL	8A	E	60	917	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631708	RESIDENTIAL	8A	E	65	937	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631710	RESIDENTIAL	8A	E	78	804	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631817	RESIDENTIAL	8A	J	13	705	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631818	RESIDENTIAL	8A	J	14	709	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631821	RESIDENTIAL	8A	J	17	708	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631822	RESIDENTIAL	8A	J	18	704	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631825	RESIDENTIAL	8A	J	21	616	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631813	RESIDENTIAL	8A	J	9	613	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631715	RESIDENTIAL	8A	E	72	912	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631719	RESIDENTIAL	8A	E	76	812	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631725	RESIDENTIAL	8A	E	84	821	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631819	RESIDENTIAL	8A	J	15	713	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631718	RESIDENTIAL	8A	E	75	816	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631699	RESIDENTIAL	8A	E	54	821	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631826	RESIDENTIAL	8A	J	22	612	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631688	RESIDENTIAL	8A	E	58	909	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631704	RESIDENTIAL	8A	E	61	921	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631722	RESIDENTIAL	8A	E	81	809	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631713	RESIDENTIAL	8A	E	70	920	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631700	RESIDENTIAL	8A	E	55	825	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631707	RESIDENTIAL	8A	E	64	933	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631841	RESIDENTIAL	8A	K	7	605	Proud Knight Ln		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631863	RESIDENTIAL	8A	K	29	512	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631811	RESIDENTIAL	8A	J	7	605	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631827	RESIDENTIAL	8A	J	23	608	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631855	RESIDENTIAL	8A	K	21	704	Raunald Dr		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631888	RESIDENTIAL	8A	N	1	5124	Engleswood Trl		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631893	RESIDENTIAL	8A	N	6	5104	Engleswood Trl		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631862	RESIDENTIAL	8A	K	28	516	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631717	RESIDENTIAL	8A	E	74	820	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631831	RESIDENTIAL	8A	J	27	516	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631851	RESIDENTIAL	8A	K	17	720	Raunald Dr		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631854	RESIDENTIAL	8A	K	20	708	Raunald Dr		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631690	RESIDENTIAL	8A	E	45	705	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631720	RESIDENTIAL	8A	E	79	801	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631683	RESIDENTIAL	8A	E	38	601	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631808	RESIDENTIAL	8A	J	4	513	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631812	RESIDENTIAL	8A	J	8	609	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631838	RESIDENTIAL	8A	K	4	513	Proud Knight Ln		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631686	RESIDENTIAL	8A	E	41	613	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631687	RESIDENTIAL	8A	E	42	617	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631691	RESIDENTIAL	8A	E	46	709	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631692	RESIDENTIAL	8A	E	47	713	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631695	RESIDENTIAL	8A	E	50	805	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631815	RESIDENTIAL	8A	J	11	621	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631816	RESIDENTIAL	8A	J	12	701	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631820	RESIDENTIAL	8A	J	16	712	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631823	RESIDENTIAL	8A	J	19	700	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631824	RESIDENTIAL	8A	J	20	620	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631846	RESIDENTIAL	8A	K	12	709	Proud Knight Ln		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631675	RESIDENTIAL	8A	E	30	413	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631705	RESIDENTIAL	8A	E	77	808	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631721	RESIDENTIAL	8A	E	80	805	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631698	RESIDENTIAL	8A	E	53	817	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631814	RESIDENTIAL	8A	J	10	617	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631516	RESIDENTIAL	8A	A	3	704	Highwood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631672	RESIDENTIAL	8A	E	27	401	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631673	RESIDENTIAL	8A	E	28	405	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631674	RESIDENTIAL	8A	E	29	409	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631676	RESIDENTIAL	8A	E	31	417	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631677	RESIDENTIAL	8A	E	32	501	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631678	RESIDENTIAL	8A	E	33	505	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 5

ASSESSMENT ROLL

DCAD ID	LAND USE	PHASE	BLOCK	LOT	STREET NUMBER	STREET NAME	ACRES	ASSESSMENT CATEGORY	ORIGINAL ASSESSMENT	PRINCIPAL PAID	OUTSTANDING PRINCIPAL	ANNUAL INSTALLMENT
631679	RESIDENTIAL	8A	E	34	509	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631680	RESIDENTIAL	8A	E	35	513	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631681	RESIDENTIAL	8A	E	36	517	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631682	RESIDENTIAL	8A	E	37	521	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631684	RESIDENTIAL	8A	E	39	605	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631685	RESIDENTIAL	8A	E	40	609	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631693	RESIDENTIAL	8A	E	48	717	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631694	RESIDENTIAL	8A	E	49	801	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631696	RESIDENTIAL	8A	E	51	809	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631697	RESIDENTIAL	8A	E	52	813	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631701	RESIDENTIAL	8A	E	56	901	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631669	RESIDENTIAL	8A	E	57	905	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631706	RESIDENTIAL	8A	E	63	929	Warwick Blvd		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631711	RESIDENTIAL	8A	E	68	928	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631712	RESIDENTIAL	8A	E	69	924	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631714	RESIDENTIAL	8A	E	71	916	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631723	RESIDENTIAL	8A	E	82	813	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631724	RESIDENTIAL	8A	E	83	817	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631758	RESIDENTIAL	8A	G	8	413	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631759	RESIDENTIAL	8A	G	9	417	Winehart St		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631760	RESIDENTIAL	8A	G	10	412	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631761	RESIDENTIAL	8A	G	11	408	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631805	RESIDENTIAL	8A	J	1	501	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631806	RESIDENTIAL	8A	J	2	505	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631807	RESIDENTIAL	8A	J	3	509	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631809	RESIDENTIAL	8A	J	5	517	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631810	RESIDENTIAL	8A	J	6	601	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631828	RESIDENTIAL	8A	J	24	604	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631829	RESIDENTIAL	8A	J	25	600	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631830	RESIDENTIAL	8A	J	26	520	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631832	RESIDENTIAL	8A	J	28	512	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631833	RESIDENTIAL	8A	J	29	508	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631834	RESIDENTIAL	8A	J	30	504	Warwick Blvd		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631835	RESIDENTIAL	8A	K	1	501	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631836	RESIDENTIAL	8A	K	2	505	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631837	RESIDENTIAL	8A	K	3	509	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631839	RESIDENTIAL	8A	K	5	517	Proud Knight Ln		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631840	RESIDENTIAL	8A	K	6	601	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631842	RESIDENTIAL	8A	K	8	609	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631843	RESIDENTIAL	8A	K	9	613	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631844	RESIDENTIAL	8A	K	10	701	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631845	RESIDENTIAL	8A	K	11	705	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631847	RESIDENTIAL	8A	K	13	713	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631848	RESIDENTIAL	8A	K	14	717	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631849	RESIDENTIAL	8A	K	15	721	Proud Knight Ln		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631850	RESIDENTIAL	8A	K	16	724	Raunald Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631852	RESIDENTIAL	8A	K	18	716	Raunald Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631853	RESIDENTIAL	8A	K	19	712	Raunald Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631856	RESIDENTIAL	8A	K	22	700	Raunald Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631857	RESIDENTIAL	8A	K	23	616	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631858	RESIDENTIAL	8A	K	24	612	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631859	RESIDENTIAL	8A	K	25	608	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631860	RESIDENTIAL	8A	K	26	604	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631861	RESIDENTIAL	8A	K	27	600	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631864	RESIDENTIAL	8A	K	30	508	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631865	RESIDENTIAL	8A	K	31	504	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631866	RESIDENTIAL	8A	K	32	500	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631877	RESIDENTIAL	8A	L	11	5021	Cyndur Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631878	RESIDENTIAL	8A	L	12	5025	Cyndur Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631879	RESIDENTIAL	8A	M	1	5024	Cyndur Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631880	RESIDENTIAL	8A	M	2	5020	Cyndur Dr		LOT TYPE A	$ 200.00	$ 200.00	$ -	$ -
631881	RESIDENTIAL	8A	M	3	5016	Cyndur Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631882	RESIDENTIAL	8A	M	4	5012	Cyndur Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631883	RESIDENTIAL	8A	M	5	5008	Cyndur Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631884	RESIDENTIAL	8A	M	6	5004	Cyndur Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631885	RESIDENTIAL	8A	M	7	5000	Cyndur Dr		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631889	RESIDENTIAL	8A	N	2	5120	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631890	RESIDENTIAL	8A	N	3	5116	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631891	RESIDENTIAL	8A	N	4	5112	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00

CITY OF LEWISVILLE
CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 5

ASSESSMENT ROLL

DCAD ID	LAND USE	PHASE	BLOCK	LOT	STREET NUMBER	STREET NAME	ACRES	ASSESSMENT CATEGORY	ORIGINAL ASSESSMENT	PRINCIPAL PAID	OUTSTANDING PRINCIPAL	ANNUAL INSTALLMENT
631892	RESIDENTIAL	8A	N	5	5108	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631894	RESIDENTIAL	8A	N	7	5100	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631895	RESIDENTIAL	8A	N	8	5028	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631896	RESIDENTIAL	8A	N	9	5024	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631897	RESIDENTIAL	8A	N	11	5016	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631898	RESIDENTIAL	8A	N	12	5012	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631899	RESIDENTIAL	8A	N	13	5008	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631900	RESIDENTIAL	8A	N	14	5004	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631903	RESIDENTIAL	8A	O	1	5109	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631904	RESIDENTIAL	8A	O	2	5113	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631905	RESIDENTIAL	8A	O	3	5117	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631906	RESIDENTIAL	8A	O	4	5121	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631907	RESIDENTIAL	8A	O	5	5125	Engleswood Trl		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631908	RESIDENTIAL	8A	O	6	812	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631909	RESIDENTIAL	8A	O	7	800	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631910	RESIDENTIAL	8A	O	8	712	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
631911	RESIDENTIAL	8A	O	9	708	Winehart St		LOT TYPE A	$ 200.00		$ 200.00	$ 13.00
82967	COMMERCIAL						0.11400	LOT TYPE B	$ 142.27		$ 142.27	$ 9.25
82970	COMMERCIAL						0.11400	LOT TYPE B	$ 142.27		$ 142.27	$ 9.25
98194	COMMERCIAL						0.11400	LOT TYPE B	$ 142.27		$ 142.27	$ 9.25
308431	COMMERCIAL						0.80230	LOT TYPE B	$ 1,001.24		$ 1,001.24	$ 65.08
308445	COMMERCIAL						1.45760	LOT TYPE B	$ 1,819.02		$ 1,819.02	$ 118.24
18881	COMMERCIAL						2.57500	LOT TYPE B	$ 3,213.49		$ 3,213.49	$ 208.88
20011	COMMERCIAL						29.74970	LOT TYPE B	$ 37,126.35		$ 37,126.35	$ 2,413.21
82971	COMMERCIAL						0.11400	LOT TYPE B	$ 142.27		$ 142.27	$ 9.25
136297	COMMERCIAL						77.42150	LOT TYPE B	$ 96,618.72		$ 96,618.72	$ 6,280.22
307730	COMMERCIAL						4.20430	LOT TYPE B	$ 5,246.79		$ 5,246.79	$ 341.04
308824	COMMERCIAL						32.09900	LOT TYPE B	$ 40,058.18		$ 40,058.18	$ 2,603.78
17144	COMMERCIAL						5.04380	LOT TYPE B	$ 6,294.45		$ 6,294.45	$ 409.14
634182	COMMERCIAL		A	5			0.97910	LOT TYPE B	$ 1,221.87		$ 1,221.87	$ 79.42
634183	COMMERCIAL		A	6			1.06320	LOT TYPE B	$ 1,326.83		$ 1,326.83	$ 86.24
634184	COMMERCIAL		A	7			2.24240	LOT TYPE B	$ 2,798.42		$ 2,798.42	$ 181.90
634185	COMMERCIAL		A	8			1.25410	LOT TYPE B	$ 1,565.06		$ 1,565.06	$ 101.73
634186	COMMERCIAL		A	9			1.59520	LOT TYPE B	$ 1,990.74		$ 1,990.74	$ 129.40
634187	COMMERCIAL		A	10			1.47280	LOT TYPE B	$ 1,837.99		$ 1,837.99	$ 119.47
634188	COMMERCIAL		A	11			1.24650	LOT TYPE B	$ 1,555.58		$ 1,555.58	$ 101.11
634189	COMMERCIAL		A	1			14.80350	LOT TYPE B	$ 18,474.14		$ 18,474.14	$ 1,200.82
634189	COMMERCIAL		A	2			10.73620	LOT TYPE B	$ 13,398.32		$ 13,398.32	$ 870.89
634191	COMMERCIAL		A	3			2.25030	LOT TYPE B	$ 2,808.28		$ 2,808.28	$ 182.54
634192	COMMERCIAL		A	12			1.84090	LOT TYPE B	$ 2,297.36		$ 2,297.36	$ 149.33
634193	COMMERCIAL		A	13			1.16570	LOT TYPE B	$ 1,454.74		$ 1,454.74	$ 94.56
634194	COMMERCIAL		A	14			1.27550	LOT TYPE B	$ 1,591.77		$ 1,591.77	$ 103.47
634195	COMMERCIAL		A	15			4.22340	LOT TYPE B	$ 5,270.62		$ 5,270.62	$ 342.59
671363	COMMERCIAL						1.80900	LOT TYPE B	$ 2,257.55		$ 2,257.55	$ 146.74
671364	COMMERCIAL						1.40400	LOT TYPE B	$ 1,752.13		$ 1,752.13	$ 113.89
671365	COMMERCIAL						1.47700	LOT TYPE B	$ 1,843.23		$ 1,843.23	$ 119.81
671366	COMMERCIAL						1.85800	LOT TYPE B	$ 2,318.70		$ 2,318.70	$ 150.72
671367	COMMERCIAL						1.34200	LOT TYPE B	$ 1,674.76		$ 1,674.76	$ 108.86
671368	COMMERCIAL						2.00400	LOT TYPE B	$ 2,500.91		$ 2,500.91	$ 162.56
671369	COMMERCIAL						1.52500	LOT TYPE B	$ 1,903.13		$ 1,903.13	$ 123.70
671370	COMMERCIAL						1.57200	LOT TYPE B	$ 1,961.79		$ 1,961.79	$ 127.52
560164	COMMERCIAL		A	1			15.71700	LOT TYPE B	$ 19,614.14		$ 19,614.14	$ 1,274.92
560165	COMMERCIAL		A	2			2.96630	LOT TYPE B	$ 3,701.82		$ 3,701.82	$ 240.62
623855	COMMERCIAL		A	2			16.17600	LOT TYPE B	$ 20,186.96		$ 20,186.96	$ 1,312.15
496975	COMMERCIAL		A	1			15.60800	LOT TYPE B	$ 19,478.12		$ 19,478.12	$ 1,266.08
623582	COMMERCIAL						1.88000	LOT TYPE B	$ 2,346.16		$ 2,346.16	$ 152.50
216819	COMMERCIAL						0.43460	LOT TYPE B	$ 542.36		$ 542.36	$ 35.25
216820	COMMERCIAL						0.51510	LOT TYPE B	$ 642.83		$ 642.83	$ 41.78
GRAND TOTAL									**$ 363,263.63**	**$ 13,600.00**	**$ 349,663.63**	**$ 22,728.14**
RESIDENTIAL TOTAL									$ 31,000.00	$ 13,600.00	$ 17,400.00	$ 1,131.00
COMMERCIAL TOTAL									$ 332,263.63	$ -	$ 332,263.63	$ 21,597.14

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: November 23, 2015

SUBJECT: **Approval of an Economic Development Agreement Between the City of Lewisville and Bed Bath & Beyond Inc.; and Authorization for the City Manager or Her Designee to Execute the Agreement.**

BACKGROUND

A new 1,000,000 square foot building was completed at the Majestic Airport Center at 2900 South Valley Parkway in 2014. The City executed an economic development agreement with Majestic in November of 2014. This proposed agreement supersedes the previous agreement with Majestic for the portion of the property occupied by Bed Bath & Beyond Inc.

ANALYSIS

Bed Bath & Beyond Inc. is leasing 799,460 square feet at the Majestic Airport Center located at 2900 South Valley Parkway. The project is an electronic commerce (E-Commerce) site in which the sales tax from all internet sales that occur in Texas as well as internet sales in the United States that are shipped to a Texas customer are attributed to this location. Projected sales tax revenues for this location are significant. Conservative estimates show over $31 million total revenue being generated for the city over the term of the agreement which includes $4 million in 4b sales tax, $4 million in crime and fire control sales tax and $8.2 million for DCTA.

The proposed agreement requires Bed Bath & Beyond Inc. to produce a minimum of $30 million in sales each year for the first three years in order to receive a grant equal to 75% of the sales tax. The required minimum sales tax that must be generated in order to receive the grant increases over time as the percentage linked to the grant decreases. During the final four years of the agreement, the company must generate up to $125 million in sales each year in order to qualify for the grant which then equals 15% of the tax received. This agreement calls for the City to provide a start-up grant (capped grant) not to exceed $700,000. The capped grant includes reimbursement of 100% of building permit fees, 100% of the construction sales tax for the 1% general tax collection in Lewisville during the construction period and 100% of general sales tax produced from this facility until the $700,000 is reached. Real (RP), business personal property and inventory tax grants are also provided in accordance with the schedule and performance measures as outlined in the agreement. A minimum capital investment of $23 million is required in order to receive the full RP grant. The term of this agreement is for 20 years unless terminated sooner due to various items as outlined in the agreement.

RECOMMENDATION

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

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation of Denton County, Texas, duly acting by and through its City Manager, (the "City"); and Bed Bath & Beyond Inc., a New York Corporation ("Company") (collectively the "Parties"). In addition, DFW Lewisville Partners GP, a Texas general partnership, is executing this Agreement for the limited purposes set forth immediately above its signature.

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (the "Statute"), the City adopted a program for making economic development grants on June 19, 2006, as amended in 2010 ("the Policy Statement"); and

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

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

WHEREAS, one or more Company Entities (hereinafter defined) intend to occupy the Leased Premises (hereinafter defined) for a term of up to twenty years, which space is located at the real property known as 2900 South Valley Parkway, Lewisville, Texas, which is more particularly described in "Attachment A" attached hereto (the "Premises"); and

WHEREAS, one or more Company Entities intend to lease such Leased Premises and make certain improvements; and

WHEREAS, one or more Company Entities intends to maintain Inventory (hereinafter defined) on such Leased Premises and conduct business that will involve Taxable Sales (hereinafter defined); and

WHEREAS, the contemplated use of the Leased Premises as set forth in this Agreement and the other terms hereof are consistent with encouraging economic development in the City in accordance with the purposes for its creation and are in compliance with the intent of the Statute and the Policy Statement and similar guidelines and criteria adopted by the City and all applicable law; and

WHEREAS, the City Council finds that the improvements to the Leased Premises will be of benefit to the City after the expiration of this Agreement.

NOW THEREFORE, the City, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the attraction of major investment on the Leased Premises, which contributes to the economic development of the City and the enhancement of the tax base in the City, the Parties hereto do mutually agree as follows:

ARTICLE I
TERM

1.1 The term of this Agreement ("Term") shall commence on December [__], 2015 ("Effective Date") and (unless same expires or is terminated sooner as provided herein) shall continue in effect until December 31, 2036, provided that the City's payment obligations under this Agreement for grants then earned but not yet paid shall continue after the expiration of the Term.

ARTICLE II
DEFINITIONS

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

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.

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

"**BBB Lewisville Sourced Sale**" means any Taxable Sale by any Company Entity during the Term in which the City collects Local Sales Tax including, but not limited to, in a circumstance in which the item was shipped from the Leased Premises to a Texas customer, or in a circumstance in which the item was shipped from outside of Texas to a Texas customer.

"**BBB Lewisville Sourced Sales Tax**" means any Local Sales Tax received by or credited to the City on any BBB Lewisville Sourced Sale.

"**Building**" means any structure located on the Premises.

"**Business Personal Property**" means tangible personal property, equipment and fixtures, other than Inventory, owned or leased by any Company Entity that is first located on the Leased Premises subsequent to the execution of this Agreement.

"**Capital Investment**" means the sum of (i) the total capitalized cost (hard costs and soft costs) of the improvements made to the Leased Premises by any Company Entity, and (ii) the Company Entity's aggregate cost of acquisition and installation of Business Personal Property.

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

"**Clawback Event**" means Company failed to meet a material term or condition of Article IV or Section 5.1(c) or (d) of this Agreement after the expiration of any applicable Cure Period. To the extent that a Clawback Event has occurred, a portion of any of the economic development grants described in Sections 3.1 through 3.5 of this Agreement and received by Company from the City shall be subject to repayment by Company pursuant to Article V of this Agreement.

"**Company**" has the meaning set forth in the introductory paragraph of this Agreement.

"**Company Entity**" means the Company and/or any Affiliate of the Company (references in this Agreement to "Company" shall refer to "Company Entity" as may be applicable).

"**Company RP Tax Share**" means, for a particular Grant Period, the portion of the ad valorem real property taxes owed and paid to the City on the Leased Premises. The determination of the Company RP Tax Share for each Grant Period shall be determined as follows:

a. Company shall submit to City a written statement signed by Company, and certified to the City, that sets forth the dollar amount of City real property taxes allocable to the Premises that have been paid by Company (i.e. the City real property taxes allocable to the Leased Premises) to Landlord for such Grant Period pursuant to the existing lease between Landlord and Company for the Leased Premises. Said dollar amount shall not be equal to 100 percent of the City real property taxes owed and paid to the City for the Premises, unless Company leases 100 percent of the Premises. Such certified statement for a particular Grant Period shall be delivered by Company to the City on or before February 15 of the immediately following calendar year.

b. Such written certified statement by Company shall be accepted by the City and thus will establish the Company RP Tax Share for the Grant Period to which the written certified statement relates.

c. If, at any time during the Term, the appraisal district(s) separately appraise for property tax purposes the Leased Premises, the Parties shall rely on the appraisal district(s)' determination of the City real property taxes on the Leased Premises.

"Construction Items" means a type of Taxable Item purchased by any Company Entity (or contractors or subcontractors of any Company Entity) directly related to the construction, finish-out, and furnishing of the Leased Premises (i.e. construction materials, services, equipment, furniture, fixtures, and/or equipment).

"**Control**" or any derivation thereof, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of securities, by contract or otherwise.

"Electronic Commerce Retailing" means the buying and selling of goods and services over an electronic network, primarily the internet.

"**Effective Date**" means that point in time established in Article I of this Agreement.

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

"**Force Majeure**" means any contingency or cause beyond the reasonable control of Company, including without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action or inaction including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions, fire, earthquake, tornado, hurricane, explosions, floods, epidemics, strikes, slowdowns, work stoppages, unusually severe weather or adverse economic conditions.

"**Grant**" means each of a Capped Grant, RP Tax Grant, BPP Tax Grant, Inventory Tax Grant and Sales Tax Grant.

"**Grant Payment**" means the payment of any of the economic development incentives described in Article IV of this Agreement, including the Capped Grant, the RP Tax Grant, the Inventory Tax Grant, the BPP Tax Grant and the Sales Tax Grant.

"**Grant Period**" means a period, during the Term, beginning January 1 of the calendar year through and including the following December 31 of the calendar year. The first Grant Period shall begin on January 1, 2017, and the last Grant Period shall begin on January 1, 2036, for a total of 20 Grant Periods, subject to the further provisions of this Agreement.

"**Inventory**" means inventory, as defined by section 23.12 of TEX. TAX CODE, as amended, owned by Company, located at the Leased Premises and valued by the Denton Central Appraisal District.

"**Landlord**" means DFW Lewisville Partners GP, a Texas general partnership, and its successors and assigns.

"**Leased Premises**" means, at a particular time during the term of this Agreement, that portion of the Premises leased by a Company Entity. As of the Effective Date, the Leased Premises consists of approximately 799,460 square feet of space and is described in Attachment "C". However, it is agreed that the Leased Premises shall also include any improvements made to that portion of the Premises leased by a Company Entity and any other portion of the Premises that may be leased in the future by a Company Entity during the Term of this Agreement.

"**Local Sales Tax**" means the one percent (1%) sales and use tax imposed by the City for its general fund, pursuant to Chapter 321, TEX. TAX CODE, as amended, on the sale or use of Taxable Items by a Company Entity during the applicable Grant Period.

"**Minimum Capital Investment**" means the Company and/or the Company Entities making at least a $23,000,000.00 Capital Investment.

"**Person**" means any individual, corporation, partnership, trust, estate, unincorporated organization, association or other entity.

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

"**Required Use**" means Company's continuous (with short-term interruptions due to (a) Force Majeure or (b) other legitimate business reasons; provided, however, that the resulting interruptions of such other business reasons do not exceed 90 days per Grant Period, which 90 day interruption may not occur in more than five (5) Grant Periods) operation of the Leased Premises as an Electronic Commerce Retailing facility.

"**Taxable Item**" means both "taxable items" and "taxable services" as those terms are defined by Chapter 151, TEX. TAX CODE, as amended.

"**Taxable Sale**" means any sale of a Taxable Item by a Company Entity that results in the imposition of Local Sales Tax.

"**Total Assessed Value**" means the assessed value for property tax purposes for a particular property tax year.

"Vendor" means a company, business or other legal entity from which Company purchased Construction Items.

ARTICLE III
ECONOMIC DEVELOPMENT INCENTIVES

3.1 Capped Grant.

a. Subject to Sections 3.1.b. and 3.1.c. below, the City agrees to provide to Company Entities an economic development grant equal to the sum of (i) any and all fees related to the completion of the improvements to the Leased Premises, including, but not limited to, building permit fees, electrical permit fees, business-related permit fees, construction fees, inspection fees, zoning fees and other applicable fees ("Fees"), which are imposed by the City and paid by Company from the Effective Date through December 31, 2018; (ii) 100% of the Local Sales Tax on all Construction Items collected or paid by any Company Entity from the Effective Date through December 31, 2018; and (iii) 100% of the BBB Lewisville Sourced Sales Tax with respect to sales occurring from the Effective Date through December 31, 2018 (the "Capped Grant").

b. Notwithstanding Section 3.1.a. above, the total amount of the Capped Grant shall not exceed seven hundred thousand dollars ($700,000) (the "Cap").

c. Company's receipt of the full amount of the Capped Grant is subject to the condition that it make the Minimum Capital Investment on or before December 31, 2016, subject to Force Majeure; provided, however, that if the total Capital Investment as of December 31, 2016 is at least eighteen million, four hundred thousand dollars ($18,400,000), then failure to make the Minimum Capital Investment by December 31, 2016 will not preclude Company from receiving the Capped Grant altogether, but said grant will be reduced according to the schedule set forth below:

Percentage of Minimum Capital Investment	Percentage Capped Grant Available
90-99%	85%
80-89%	75%

d. Notwithstanding any provision in this Agreement to the contrary, in no event will the Capped Grant decrease as a result of a decrease in the Total Assessed Value of the Capital Investment after December 31, 2016 (i.e. once the Company has met the Minimum Capital Investment, no decrease in the Total Assessed Value of the Capital Investment thereafter will preclude it from receiving the full amount of the Capped Grant).

e. In paying the Capped Grant, the City shall first apply against the Cap the total amount of Fees, then apply against the Cap the Local Sales Tax on the Construction Items, and lastly apply against the Cap the BBB Lewisville Sourced Sales Tax. For illustration purposes, assume that between the Effective Date and December 31, 2018, Company pays $200,000 in Fees, pays $400,000 in Local Sales Tax on Construction Items, and generates on Taxable Sales $800,000 in BBB Lewisville Sourced Sales Tax. The City would apply the $200,000 in Fees and then the $400,000 of Local Sales Tax on Construction Items against the Cap. Finally, $100,000 of the BBB Lewisville Sourced Sales Tax would be applied to reach the Cap. To the extent any BBB Lewisville Sourced Sales Taxes are part of the Capped Grant, they shall not be eligible to be taken into account in determining the grant described in Section 3.5 below; however, the City and Company acknowledge and agree, however, that (x) once the Cap is reached, all then remaining BBB Lewisville Sourced Sales Tax with respect to sales occurring through December 31, 2018 shall be eligible for inclusion within the Sales Tax Grants as described in Section 3.5 of this Agreement, and (y) all BBB Lewisville Sourced Sales Taxes that are part of the Capped Grant shall be taken into account for the purpose of otherwise determining the applicable Minimum BBB Lewisville Sourced Sales (as defined in Section 3.5.b below) for a given Grant Period.

f. Company shall pay all applicable taxes and fees in accordance with the state and local regulations. Company will be paid the Capped Grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in Section 3.6. The Capped Grant shall be available subject to the terms and conditions of this Agreement during the Term, beginning as of the Effective Date.

g. Company shall provide a statement hereafter called the "Sales Tax Receipt Statement" in a form reasonably acceptable to the City setting forth the City's receipts from the State of Texas from the collection of the Local Sales Tax for the sale to and purchase by Company and Company Entities of Construction Items which are to be used to determine the amount and eligibility of the Capped Grant, together with such supporting documentation, and as the City may reasonably

request. The Sales Tax Receipt Statement and other supporting documentation are being used herein only as a temporary measurement for the Capped Grant, which will be paid out of the City's then current funds. Such grant payments may later have to be refunded or adjusted pursuant to Sections 3.1.h and 3.1.i of this Agreement. The Sales Tax Receipt Statement shall be accompanied by the following:

(1) A schedule detailing the amount of the Local Sales Tax paid to the State of Texas as a result of the purchase by Company Entity (or contractors or subcontractors of Company or Company Entity) of the Construction Items (Attachment D);

(2) A copy of all receipts received from sales and use tax returns and reports, sales and use tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, filed by a Vendor showing the Local Sales Tax collected (including sales and use tax paid directly to the State of Texas pursuant to a direct payment certificate) by the Vendor for the sale to and purchase by Company or any Company Entity (or contractors or subcontractors of Company or Company Entity) of the Construction Items; and

(3) Information concerning any refund or credit received by Company of the Local Sales Tax paid by Company (including any sales and use tax paid directly to the State of Texas pursuant to a direct payment permit) which has previously been reported by Company as Local Sales Tax paid or collected from the Effective Date through December 31, 2018; and

(4) A schedule of Local Sales Taxes paid by contractors and subcontractors of Company and Company Entities for the purchase of Construction Items that are used in determining the amount of the Capped Grant.

h. In the event the State of Texas determines that the City erroneously received sales tax receipts, or that the amount of sales and use tax paid by the State of Texas to the City is less than the amount used to determine part of the Capped Grant, Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which the Capped Grant exceeded the amount to which that Company was entitled pursuant to such State of Texas

determination, pay such amount to the City. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas. The provisions of this Section 3.1.h shall survive termination of this Agreement.

i. In the event a Vendor files an amended sales and use tax return, or report with the State of Texas, or if additional sales and use tax is due and owing, as determined or approved by the State of Texas, affecting the amount for the Capped Grant, the City shall pay to Company any underpayment of the Capped Grant, provided the City has received sales tax receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide the City with a copy of each Vendor amended sales and use tax report or return made available to Company, any relevant receipts, or any relevant direct payment and self-assessment returns. The provisions of this Section 3.1.i shall survive termination of this Agreement.

j. Under no circumstances shall the City be obligated to pay the portion of the Capped Grant dependent on the Local Sales Tax paid on Construction Items unless (1) there are available sales and use tax receipts from the Effective Date through December 31, 2018, attributed to the sale to and purchase by Company or Company Entity (or contractors or subcontractors of Company or any Company Entity) of Construction Items; and (2) the City has received the Sales Tax Receipt Statement.

3.2 Real Property Tax Grant.

a. Subject to the terms and conditions of this Agreement, the City agrees to provide to Company Entities an economic development grant in an amount equal to a certain percentage of the Company RP Tax Share for each Grant Period according to the schedule set forth below (the "RP Tax Grant"). Company will be paid the RP Tax Grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in Section 3.6. Said grant shall be available subject to the terms and conditions of this Agreement during the Term, beginning on January 1, 2017.

Grant Periods	**Percentage of the Company RP Tax Share**
1 – 5	Ninety percent (90%)
6 – 10	Seventy-Five percent (75%)
11 – 20	Fifty percent (50%)

b. Company's receipt of the full amount of the RP Tax Grant is subject to the condition that it meet the Minimum Capital Investment; provided, however, that if the total Capital Investment is at least eighteen million, four hundred thousand dollars ($18,400,000) by December 31, 2016, then failure to meet the Minimum Capital Investment will not preclude Company from receiving the RP Tax Grant altogether, but said grant will be reduced according to the schedule set forth below.

Percentage of Minimum Capital Investment	**Percentage RP Tax Grant Available**
90-99%	85%
80-89%	75%

In addition, if the Minimum Capital Investment is not met on or before December 31, 2016, but the Company and/or Company Entities later increase their Capital Investment so that such Minimum Capital Investment is met (or such additional Capital Investment enables a higher percentage in the immediately preceding chart to apply), then the RP Tax Grant shall increase (or shall apply) for the year in which the additional Capital Investment is made (and for all later years) in accordance with the charts in this Section 3.2.a and b, above. Notwithstanding any provision in this Agreement to the contrary, in no event will the RP Tax Grant decrease as a result of a decrease in the Total Assessed Value of the Capital Investment after December 31, 2016 (i.e. once the Company has met the Minimum Capital Investment, no decrease in the Total Assessed Value of the Capital Investment thereafter will preclude it from receiving the full amount of the RP Tax Grant).

c. Company's RP Tax Grants as described in this Section 3.2 shall not be affected by and shall supersede any existing or future economic development agreement or other agreement between either (i) the City and Landlord, or (ii) the City and the other occupant(s) of the Premises. Specifically, the City and Landlord entered into an Economic Development Agreement, dated November 17, 2014 ("Landlord Agreement"), which provides for an ad valorem property tax grant to the Landlord and any of its tenants. This Agreement therefore supersedes the Landlord Agreement and any other agreement described herein to the extent that the economic development incentives conflict or overlap.

3.3 Business Personal Property Tax Grant.

a. Subject to the terms and conditions of this Agreement, the City agrees to provide to Company Entities an economic development grant in an amount equal to a certain percentage of the ad valorem property taxes owed and paid to the City by Company on the Business

Personal Property located on the Leased Premises for each Grant Period according to the schedule set forth below (the "BPP Tax Grant") and otherwise in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof. Company shall pay all applicable taxes in accordance with the state and local regulations. Company will be paid the BPP Tax Grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in Section 3.6. The BPP Tax Grant shall be available subject to the terms and conditions of this Agreement during the Term, beginning on January 1, 2017.

Grant Periods	**Percentage of Personal Property Taxes**
1 – 5	Ninety percent (90%)
6 – 10	Seventy-Five percent (75%)
11 – 20	Fifty percent (50%)

b. Company's receipt of the full amount of the BPP Tax Grant is subject to the condition that the Business Personal Property have a Total Assessed Value of at least nineteen million dollars ($19,000,000) (the "Minimum Total Assessed BPP Value") for the 2017 property tax year (i.e., assessed on or about January 1, 2017); provided, however, that if the Total Assessed BPP Value of the Business Personal Property is at least fifteen million, two hundred thousand dollars ($15,200,000) for the 2017 property tax year, then failure to meet the Minimum Total Assessed BPP Value standard will not preclude Company from receiving the BPP Tax Grant altogether, but said grant will be reduced according to the schedule set forth below.

Percentage of Minimum Total Assessed BPP Value	**Percentage BPP Tax Grant Available**
90-99%	85%
80-89%	75%

In addition, if the Minimum Total Assessed BPP Value is not met for the 2017 property tax year, but it is met for a later property tax year, then the BPP Tax Grant shall increase (or shall apply) for the year in which the Total Assessed Value increases (and for all later years) in accordance with the charts in this Section 3.3.a and b, above. Notwithstanding any provision in this Agreement to the contrary, in no event will the BPP Tax Grant decrease as a result of a decrease in Total Assessed Value after the 2017 property tax year (i.e. once the Company has met the Minimum Total Assessed BPP Value, no decrease in the Total Assessed Value thereafter will preclude it from receiving the full amount of the BPP Tax Grant). The failure of Company to meet the Minimum Total Assessed BPP Value for the 2017 property tax year shall not adversely affect Company's rights to any other Grants

for any Grant Period; rather, the consequence to Company shall be the loss or reduction of the BPP Grant for such Grant Period.

3.4 Inventory Tax Grant.

a. Subject to the terms and conditions of this Agreement, the City agrees to provide to Company Entities an economic development grant in an amount equal to a certain percentage of the ad valorem property taxes owed and paid to the City by each Company Entity on the Inventory for each Grant Period, according to the schedule set forth below (the "Inventory Tax Grant"). The Inventory Tax Grant shall be calculated with respect to the Inventory located on the Leased Premises on January 1 of each year in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof. Company shall pay all applicable taxes in accordance with the state and local regulations. Company will be paid the Inventory Tax Grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in Section 3.6. The Inventory Tax Grant shall be available subject to the terms and conditions of this Agreement during the Term, beginning on January 1, 2017.

Grant Periods	**Percentage of Inventory Tax**
1 – 10	Seventy-Five percent (75%)
11 – 20	Fifty percent (50%)

b. To be eligible for the Inventory Tax Grant under this Agreement for a given Grant Period, the Total Assessed Value of the Inventory must meet the schedule set forth below.

Grant Periods	**Inventory Minimum**
1 – 2	Zero Dollars ($0.00)
3	Fifteen Million Dollars ($15,000,000)
4	Twenty-Five Million Dollars ($25,000,000)

Beginning with the fourth (year 2020) Grant Period, if the Total Assessed Value of the Inventory for any Grant Period is at least twenty million dollars ($20,000,000), then failure to meet the Inventory Minimum will not preclude Company from receiving the Inventory Tax Grant altogether for such Grant Period, but said Grant Payment will be reduced according to the schedule set forth below. Grant Payments made under the Inventory Tax Grant will be issued on a year-to-year basis, so that each Grant Payment will be based solely on the Total Assessed Value of the Inventory located on the Leased Premises on January 1 of the year in which the Grant Payment is issued. The

failure of Company to meet the Inventory Minimum for any particular Grant Period shall not adversely affect Company's rights to Inventory Tax Grants for any other Grant Period (or any other Grants for any Grant Period); rather, the consequence to Company shall be the loss or reduction of the Inventory Grant for such Grant Period.

Percentage of Inventory Minimum	**Percentage Inventory Tax Grant Available**
90-99%	85%
80-89%	75%

3.5 Sales Tax Grant.

a. Subject to the terms and conditions of this Agreement, the City agrees to provide to Company Entities an economic development grant in an amount equal to a certain percentage of BBB Lewisville Sourced Sales Tax, according to the schedule set forth below (the "Sales Tax Grant") and otherwise in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof. A condition to the Sales Tax Grant is that Company Entities shall pay all applicable Texas state sales taxes in accordance with applicable law. Company Entities shall be paid the Sales Tax Grant by the City in accordance with this Agreement on a quarterly basis subject to the timing referenced in Section 3.6. The Sales Tax Grant shall be available subject to the terms and conditions of this Agreement during the Term, beginning on January 1, 2017.

Grant Periods	**Percentage of Sales Tax**
1 – 5	Seventy-Five percent (75%)
6 – 15	Fifty percent (50%)
16 – 20	Fifteen percent (15%)

b. To be eligible for the Sales Tax Grant for a particular Grant Period, a minimum amount of BBB Lewisville Sourced Sales must be met each Grant Period according to the schedule set forth below (the "Minimum BBB Lewisville Sourced Sales"). The failure of Company to meet the Minimum BBB Lewisville Sourced Sales for any particular Grant Period shall not adversely affect Company's rights to Sales Tax Grants for any other Grant Period (or any other Grants for any Grant Period); rather, the sole consequence to Company shall be the loss of the Sales Tax Grant for such Grant Period.

Grant Periods	Minimum BBB Lewisville Sourced Sales
1 - 3	Thirty Million Dollars ($30,000,000)
4 – 5	Forty-five Million Dollars ($45,000,000)
6 – 7	Sixty Million Dollars ($60,000,000)
8 – 10	Seventy-five Million Dollars ($75,000,000)
11 – 15	One Hundred Million Dollars ($100,000,000)
16 – 20	One Hundred Twenty-Five Million Dollars ($125,000,000)

c. To the extent any BBB Lewisville Sourced Sales Taxes are part of the Capped Grant, they shall not be eligible to be taken into account in determining the Sales Tax Grant; however, such BBB Lewisville Sourced Sales Taxes shall be taken into account for the purpose of determining the applicable Minimum BBB Lewisville Sourced Sales for a given Grant Period.

d. Company shall provide all the necessary information to prove the amount of the BBB Lewisville Sourced Sales Taxes, including but not limited to, the execution of a waiver required by the Texas Comptroller of Public Accounts which will allow the Comptroller's office to provide the City with the Local Sales Tax remittance for the Leased Premises.

e. Any Local Sales Tax from an in-person purchase at a retail store shall not be considered for any purposes under this Agreement.

f. With respect to taxable sales by contractors and subcontractors, only Company Entity(ies) shall submit to the City a request for payment of a Grant or the necessary information to support the payment of a Grant. In addition, no contractor or subcontractor is eligible for any Grant under this Agreement (i.e. only Company Entities will be eligible for the Grants).

3.6 Timing of Grants. Company acknowledges that this Agreement makes an allowance for the Capped Grant, RP Tax Grant, BPP Tax Grant and Inventory Tax Grant to be paid on an annual basis. Each year during the Term, prior to payment of such grants, Company shall submit to the City, no later than February 15 for each year in which the grants are to be paid, all of the following: (1) proof of payment of its subject tax liability; (2) its Annual Compliance Report shown on Attachment "B"; (3) a letter of request for payment; and (4) any other documentation or information required by this Agreement. In addition to the above listed items, prior to payment of the RP Tax Grant, Company shall submit to City, no later than February 15 for each year in which the grant is to be paid, a written certified statement signed by Company regarding the Company RP Tax Share, as

provided in Article II herein. Subject to the satisfactory receipt of these items by February 15, the City agrees that the grants will be paid in full to Company prior to March 30 or within forty-five (45) days of satisfactory receipt of the above listed items.

Company further acknowledges that this Agreement makes an allowance for the Sales Tax Grant to be paid on a quarterly basis. Each quarter during the Term, prior to payment of such grant, Company shall submit to the City, no later than 45 days after the end of each quarter for which the grant is to be paid, proof of payment of its City sales tax paid to City during the quarter. In order for Company to be eligible to receive Sales Tax Grant payments in any year during the term of this Agreement, Company must be in compliance of all material terms and conditions of this Agreement as of December 31 of the prior year. Subject to the satisfactory receipt of these items by the City, the City agrees that the quarterly portion of the grant will be paid in full to Company within forty-five (45) days of satisfactory receipt of the above listed items.

3.7 Termination of Grants. Notwithstanding anything to the contrary contained in this Agreement, the RP Tax Grant, Cap Grant, BPP Tax Grant, Inventory Tax Grant and Sales Tax Grant shall terminate and be null and void and of no further effect if (i) this Agreement is terminated as provided herein; (ii) the lease for the Leased Premises expires or is terminated for any reason; or (iii) Company suffers an Event of Bankruptcy; however, the foregoing shall not lessen or diminish any terms and conditions that survive expiration or earlier termination of this Agreement (including without limitation any payment obligations by City to Company for grants then earned but not yet paid).

ARTICLE IV
AGREEMENT GENERAL CONDITIONS

4.1 Company's eligibility to receive any of the economic incentives provided for in this Agreement is contingent upon its satisfaction of the following general conditions (i.e., conditions that apply to each Grant; these conditions are in addition to the specific condition or conditions that apply to particular Grants):

a. Occupancy Condition. As soon as practical after the Effective Date of this Agreement, (1) Company shall commence with efforts to perform its improvements to the Leased Premises; and (2) Company shall occupy the Leased Premises and proceed diligently and in good faith to commence operations no later than December 31, 2016, subject to any event of Force Majeure.

b. Minimum Use Condition. During the Term of this Agreement, the Leased Premises shall not be used for any purpose other than the Required Use.

c. Community Support. Company shall support a community event or economic development activity with a minimum contribution of $15,000 per Grant Period to the City for the Term of this Agreement.

d. Certification. Company must certify annually to the governing body of the City through the City's Director of Economic Development as to its attainment of the stated performance measures described in Article III and this Article IV (subject to the terms and conditions thereof) by submitting an Annual Compliance Report (Attachment B) and appropriate support documentation, no later than February 15 of each year after the issuance of the certificate of occupancy and continuing until the expiration of the Term. Failure to meet this condition for any particular Grant for any Grant Period shall not affect any other Grant (or such particular Grant for any other Grant Period).

4.2 Company may designate any Company Entity as a recipient of the Grants; provided, however, that Company must provide notice to the City at least thirty (30) days before payment of the Grants. Solely for administrative ease, the City limits the designee of Grants to only one Company Entity per Grant Period.

ARTICLE V
TERMINATION

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

(a) by written agreement of the Parties;

(b) expiration of the Term;

(c) by the City if Company breaches any material terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof (the "Cure Period") or such breaching party does not commence curative action within such 60-day period and diligently pursue such curative action to a satisfactory completion;

(d) by the City on the date that Company or a Company Entity is not leasing any portion of the Premises or on the date that Company is not using the Leased Premises for the Required Use;

(e) by Company upon sixty (60) days prior written notice to the City.

5.2 Refund of Grants. In the event the Agreement is terminated by the City pursuant to Section 5.1(c) or (d), a Clawback Event shall have been deemed to occur, and Company shall, as the City's sole remedy, immediately pay the City, within sixty (60) days of notice from the City, an amount equal to a proportional amount of the affected grant received by Company for the applicable tax year when the Clawback Event occurs.

ARTICLE VI
MISCELLANEOUS

6.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement cannot be assigned by Company without the prior written consent of the City, which may not be unreasonably withheld, conditioned or delayed (it being understood that reasonable reasons for the City to deny such consent include, without limitation, the lack of financial viability of the assignee, the adverse business reputation of the assignee, the assignee's engaging in a type of business that would reflect poorly on the City, the assignee's lack of compliance with City ordinances and laws, etc.). Notwithstanding the foregoing, Company may assign this agreement (in whole or in part), without the prior written consent of the City to any Company Entity (currently existing or later formed), provided that the Company shall have provided to the City written notice at least thirty (30) days before Company intends to make such assignment, and such assignee assumes the obligations and liabilities of the company in writing in a form reasonably approved by the City.

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

6.3 Company further agrees that the City, its agents and employees, shall have reasonable rights of access to the Leased Premises as required by law to inspect the improvements and Leased Premises in order to ensure that the Leased Premises are maintained, operated, and occupied in accordance with all applicable agreements with the City, provided that with respect to matters concerning this Agreement (i) the City must give Company reasonable prior written notice no less than two (2) days prior to any such inspection, and (ii) a representative of Company shall have the right to accompany the agent or employee of the City who is conducting such inspection.

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

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

For City by notice to:

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

For Company by notice to:

Bed Bath & Beyond Inc.
Attn: Mr. Warren Eisenberg
650 Liberty Avenue
Union, New Jersey 07083

With copy to:

Bed Bath & Beyond Inc.
Attn: Allan N. Rauch, Esq.
650 Liberty Avenue
Union, New Jersey 07083

Haynes and Boone, LLP
Attn: Jeff Dorrill
2323 Victory Avenue, Suite 700
Dallas, Texas 75219

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

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

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

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

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

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

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

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

6.14 If this Agreement or any provision thereof is held to be invalid, illegal or unenforceable, then the City shall use its best efforts in working with Company to restructure this Agreement and the City's obligations described herein, or take such curative actions as may be necessary to (i) bring this Agreement into compliance with the applicable provisions of federal, state or local law to the extent possible, (ii) revise this Agreement with as similar terms as possible to the provision held to be illegal, invalid, or unenforceable, and (iii) to achieve the intended Grant Payments under this Agreement for Company.

6.15 **COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM (OTHER THAN CONSEQUENTIAL DAMAGES) FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY COMPANY'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF COMPANY, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT THAT IT RESULTS FROM THE NEGLIGENCE OR FAULT OF THE**

CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE/BREACH OF BOTH COMPANY AND THE CITY, RESPONSIBILITY AND INDEMNITY , IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

6.16 This Agreement shall be considered drafted equally by both the City and Company.

DATED this the _____day of_____, 2015.

(EXECUTION PAGE FOLLOWS)

CITY OF LEWISVILLE, TEXAS

_____
Donna Barron, City Manager

ATTEST:

_____
Julie Heinze, City Secretary

APPROVED AS TO FORM:

_____
Lizbeth Plaster, City Attorney

COMPANY:

NAME,
a _____

By: NAME,

_____,
TITLE

DFW LEWISVILLE PARTNERS GP, a Texas general partnership, is executing this Agreement for this sole purpose of acknowledging the provisions of Section 2.1 and 3.2 of this Agreement "Company RP Tax Share" and specifically the supersession of the property tax grants in the Landlord Agreement.

DFW LEWISVILLE PARTNERS GP,
a general partnership

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

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

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

By:_____
Name:_____
Title:_____

Dated: _____, 2015

DFW LEWISVILLE PARTNERS GP's address for notice purposes under this Agreement is as follows (unless DFW Lewisville Partners GP changes such address by delivering written notice to the other parties to this Agreement): [_____]

ATTACHMENT A

Premises

METES AND BOUNDS, LOCATION MAP, SITEPLAN TO BE ADDED

Location Map:

Site Plan:

ATTACHMENT B

Annual Compliance Report

CITY OF LEWISVILLE
ANNUAL COMPLIANCE REPORT
2900 South Valley Parkway
Lewisville, Texas

Item	Purpose	Compliance Information	
1	Grant Period		
2	Total BBB Lewisville Sourced Sales in Grant Period	$	
3	Declared Capital Investment	$	
4.	Value of Inventory in Grant Period	$	
5	Required Use	Yes	No
6	Community Support	Yes	No

Certified By:

COMPANY:

Name: _____

Title: _____

Email: _____

Phone: _____

ATTACHMENT C

Leased Premises

[This attachment will be Attachment A, but highlighted to show the portion of the Premises that is the Leased Premises.]

SEMI-ANNUAL REPORT

of the
CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

for
THE CITY OF LEWISVILLE, TEXAS

OCTOBER 1, 2011 - MARCH 31, 2012;
APRIL 1, 2012 - SEPTEMBER 30, 2012;
OCTOBER 1, 2012 - MARCH 31, 2013;
APRIL 1, 2013 - SEPTEMBER 30, 2013;
OCTOBER 1, 2013 - MARCH 31, 2014;
APRIL 1, 2014 - SEPTEMBER 30, 2014;
OCTOBER 1, 2014 - MARCH 31, 2015;
APRIL 1, 2015 - SEPTEMBER 30, 2015

CIAC MEMBERS:

- SEAN KIRK
- BRANDON JONES
- MARYELLEN MIKSA
- ALVIN TURNER
- STEVE BYARS
- KRISTIN GREEN
- JAMES DAVIS

SEMI-ANNUAL REPORT
OF THE
CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

The October 1, 2011 through March 31, 2012; April 1, 2012 through September 30, 2012; October 1, 2012 through March 31, 2013; April 1, 2013 through September 30, 2013; October 1, 2013 through March 31, 2014; April 1, 2014 through September 30, 2014; October 1, 2014 through March 31, 2015; and April 1, 2015 through September 30, 2015, Semi-Annual Reports of the Capital Improvements Advisory Committee (CIAC) for the City of Lewisville, Texas, has been prepared in accordance with the Texas Local Government Code, Chapter 395. This Report will evaluate the progress of the existing program.

♦ Purpose of the Report

As required in Subsection 395.058 (c) of the Texas Local Government Code, the Capital Improvements Advisory Committee is charged with the following functions:

- Advise and assist the City in adopting land use assumptions;
- Periodic review of the impact fee/capital improvement plans;
- Monitor and evaluate implementation of the Capital Improvement Plan;
- Prepare Semi-Annual Reports evaluating the progress of the Capital Improvements Plan and impact fees; and
- Advise the City of the need to update or revise the Land Use Assumption Plan, the Capital Improvements Plan, and the impact fees.

♦ Background

In 1986, the City of Lewisville adopted the Capital Recovery Fee Program. In 1987, the Texas Legislature adopted Senate Bill 336, which established the necessary legislation to expand the impact fee requirements for Texas cities.

In 1988, the Impact Fee Program was modified to comply with the recently adopted Senate Bill 336. The study and the revised program were approved by the City Council on January 22, 1990. Included in the legislation and the Texas Local Government Code, Section 395, is the provision to review the Capital Improvements Plan, Land Use Assumptions, and Impact Fee Schedules every fifth year.

The most recent review was completed in 2011. A Water and Wastewater Impact Fee Review will be completed in 2016.

In 1993, the City completed a review of the Land Use Assumption Plan, and developed a new Water and Sewer Master Plan. The most recent Land Use Assumption Plan and Water and Sewer Master Plan were completed in 2011.

♦ Water System Capital Improvements Plan

The following items are included in the calculation for the impact fee for the water system:

- Water Supply Projects
- Water Treatment Projects
- High Service Pump Stations
- Ground Storage Tanks
- Elevated Storage Tanks

Linework required for water distribution and transmission is not included in the calculation of the impact fee, although the cost of the linework is an eligible item under Texas Local Government Code, Section 395.

CAPITAL IMPROVEMENT PROJECTS FOR THE WATER SYSTEM

Approximate Date to be Placed in Service	Water Facility	Capacity of Improvement	Total Capacity After Improvement
2012	Midway Pump Station	15.0 MGD	15.0 MGD
2012	Midway 3.0 MG GSR	3.0 MG	3.0 MG
2012	Transmission Lines from Midway Pump Station to SH 121	7.5 MGD	15.0 MGD
2013	30″ Transmission Lines from Feaster to College St.	15.0 MGD	25.0 MGD
2015	Southside 2.0 MG GSR	2.0 MG	4.0 MG
2015	2.0 Feaster/Northside 4.0 MG GSR	2.0 MG	7.0 MG

Wastewater System Capital Improvements Plan

The following items are included in the calculation of the impact fee for the wastewater system:

- Wastewater Treatment Facilities
- Lift Stations and Force Mains

The cost of the wastewater collection lines and interceptor mains was not included in the calculation of the impact fee, although the cost of the linework is an eligible item under Texas Local Government Code, Section 395.

CAPITAL IMPROVEMENTS PROJECTS FOR THE WASTEWATER SYSTEM

Approximate Date to be Placed in Service	Facility	Capacity of Improvement (MGD)	Total Capacity After Improvement (MGD)
2012	Timber Creek Lift Station Expansion	7.0	30.2
2013	Indian Creek Lift Station & Force Main	2.5	2.5
2013	Crossroads Lift Station & Force Main	0.55	0.55
2015	Midway Branch Lift Station & Force Main	3.5	3.5
2015	Wastewater Treatment Plant Expansion	3.0	15.0

Impact Fee Determination

The impact fees are based upon the living unit equivalents (LUE) subject to meter sizes. A 3/4" meter is equivalent to one LUE. As the meter size increases, the equivalent factor also increases. The current impact fee schedule for 2011 – 2016 is set below the maximum allowed, with a gradual increase each January to prevent excess collection. The eligible proposed expenditure for water and sewer capital improvements is $34,263,886 and $26,610,689, respectively.

The fee schedule below reflects the maximum allowable fees.

SCHEDULE OF CAPITAL RECOVERY FEES PER LUE

YEAR	WATER	SEWER
2011	2,830.86	1,780.64
2012	2,896	1,971
2013	2,961	2,161
2014	3,026	2,351
2015	3,091	2,541
2016	3,165	2,724

♦ **Report of FY 2011-FY2015 Impact Fee Collection**

- The following information is submitted in regards to the amount of water and sewer impact fees collected from **October 1, 2011 – March 31, 2012**.

1. The impact fees are adjusted on January 1st of each year. The 2011 water and sewer impact fees are $2,830.86 and $1,780.64, respectively. The combined total of maximum allowable water and wastewater impact fees is $4,611.50 per LUE.

2. The Capital Recovery Fees collected for water totaled **$350,331.98** plus accrued interest of **$666.81,** at an average interest rate of 0.56%**.**

3. The Capital Recovery Fees collected for sewer totaled **$210,158.00** plus accrued interest of **$400.01,** at an average interest rate of 0.56 %**.**

New construction starts are distributed as follows:

• Single Family	**29**
• Commercial	**1**
• Multi-Family	**0**
• Condominiums / Townhomes	**28**

- The following information is submitted in regards to the amount of water and sewer impact fees collected from **April 1, 2012 – September 30, 2012**.

4. The impact fees are adjusted on January 1st of each year. The 2012 water and sewer impact fees are $2,896 and $1,971, respectively. The combined total of maximum allowable water and wastewater impact fees is $4,867 per LUE.

5. The Capital Recovery Fees collected for water totaled **$285,467.29** plus accrued interest of **$421.87,** at an average interest rate of 0.45%**.**

6. The Capital Recovery Fees collected for sewer totaled **$238,499.23** plus accrued interest of **$352.46,** at an average interest rate of 0.45%**.**

New construction starts are distributed as follows:

• Single Family	**58**
• Commercial	**17**
• Multi-Family	**2**
• Condominiums / Townhomes	**20**

- The following information is submitted in regards to the amount of water and sewer impact fees collected from **October 1, 2012 – March 31, 2013**.

7. The impact fees are adjusted on January 1st of each year. The 2012 water and sewer impact fees are $2,896 and $1,971, respectively. The combined total of maximum allowable water and wastewater impact fees is $4,867 per LUE.

8. The Capital Recovery Fees collected for water totaled **$768,837.35** plus accrued interest of **$753.19,** at an average interest rate of 0.41%**.**

9. The Capital Recovery Fees collected for sewer totaled **$489,686.71** plus accrued interest of **$479.72,** at an average interest rate of 0.41%**.**

New construction starts are distributed as follows:

• Single Family	**86**
• Commercial	**6**
• Multi-Family	**5**
• Condominiums / Townhomes	**67**

- The following information is submitted in regards to the amount of water and sewer impact fees collected from **April 1, 2013 – September 30, 2013**.

10. The impact fees are adjusted on January 1st of each year. The 2013 water and sewer impact fees are $2,961 and $2,161, respectively. The combined total of maximum allowable water and wastewater impact fees is $5,122 per LUE.

11. The Capital Recovery Fees collected for water totaled **$369,056.65** plus accrued interest of **$423.28,** at an average interest rate of 0.48%**.**

12. The Capital Recovery Fees collected for sewer totaled **$247,360.72** plus accrued interest of **$283.71,** at an average interest rate of 0.48%**.**

New construction starts are distributed as follows:

• Single Family	**44**
• Commercial	**11**
• Multi-Family	**1**
• Condominiums / Townhomes	**35**

- The following information is submitted in regards to the amount of water and sewer impact fees collected from **October 1, 2013 – March 31, 2014**.

13. The impact fees are adjusted on January 1st of each year. The 2013 water and sewer impact fees are $2,961 and $2,161, respectively. The combined total of maximum allowable water and wastewater impact fees is $5,122 per LUE.

14. The Capital Recovery Fees collected for water totaled **$476,321.63** plus accrued interest of **$502.32,** at an average interest rate of 0.55%**.**

15. The Capital Recovery Fees collected for sewer totaled **$423,642.64** plus accrued interest of **$446.77,** at an average interest rate of 0.55%**.**

New construction starts are distributed as follows:

• Single Family	**19**
• Commercial	**10**
• Multi-Family	**0**
• Condominiums / Townhomes	**61**

- The following information is submitted in regards to the amount of water and sewer impact fees collected from **April 1, 2014 – September 30, 2014**.

16. The impact fees are adjusted on January 1st of each year. The 2014 water and sewer impact fees are $3,026 and $2,351, respectively. The combined total of maximum allowable water and wastewater impact fees is $5,377 per LUE.

17. The Capital Recovery Fees collected for water totaled **$355,694.11** plus accrued interest of **$477.22,** at an average interest rate of 0.59%**.**

18. The Capital Recovery Fees collected for sewer totaled **$182,972.60** plus accrued interest of **$245.48,** at an average interest rate of 0.59%**.**

New construction starts are distributed as follows:

• Single Family	**9**
• Commercial	**4**
• Multi-Family	**0**
• Condominiums / Townhomes	**61**

- The following information is submitted in regards to the amount of water and sewer impact fees collected from **October 1, 2014 – March 31, 2015**.

19. The impact fees are adjusted on January 1st of each year. The 2014 water and sewer impact fees are $3,026 and $2,351, respectively. The combined total of maximum allowable water and wastewater impact fees is $5,377 per LUE.

20. The Capital Recovery Fees collected for water totaled **$841,445.62** plus accrued interest of **$1,149.37,** at an average interest rate of 0.72%**.**

21. The Capital Recovery Fees collected for sewer totaled **$564,786.50** plus accrued interest of **$771.47,** at an average interest rate of 0.72%**.**

New construction starts are distributed as follows:

• Single Family	**85**
• Commercial	**12**
• Multi-Family	**2**
• Condominiums / Townhomes	**39**

- The following information is submitted in regards to the amount of water and sewer impact fees collected from **April 1, 2015 – September 30, 2015**.

22. The Capital Recovery Fees collected for water totaled **$941,824.18** plus accrued interest of **$1,447.44,** at an average interest rate of 0.77%**.**

23. The Capital Recovery Fees collected for sewer totaled **$619,986.40** plus accrued interest of **$952.83,** at an average interest rate of 0.77%**.**

24. The impact fees are adjusted on January 1st of each year. The 2015 water and sewer impact fees are $3,091 and $2,541, respectively. The combined total of maximum allowable water and wastewater impact fees is $5,632 per LUE.

New construction starts are distributed as follows:

• Single Family	**75**
• Commercial	**2**
• Multi-Family	**0**
• Condominiums / Townhomes	**73**

- **Conclusion**

The City of Lewisville, has not reported any written complaints or perceived inequities or inadequacies in regards to the Capital Improvements Plan or the impact fee requirements.

The current Impact Fee Program is in compliance with Chapter 395 of the Texas Local Government Code.

Respectfully submitted,

_____

Chairman