



Lewisville City Council

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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
MARCH 7, 2016**

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

**WORKSHOP SESSION - 6:00 P.M.
REGULAR SESSION - 7:00 P.M.**

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 6:00 P.M.

- A. Support of Martin Luther King Jr., Day (Requested by Councilman Leroy Vaughn)
- 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:** Councilman Daniels
- C. **PRESENTATIONS:**
 - 1. Presentation to City of Lewisville Mayor, Council and Staff the City's *StormReady* Certification, by the National Weather Service
 - 2. Presentation of Achievement of Excellence in Procurement Award
 - 3. Presentation of Certificate of Achievement for Excellence in Financial Reporting Award

**AGENDA
LEWISVILLE CITY COUNCIL
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D. PUBLIC HEARINGS:

- 1. Continued Public Hearing: Consideration of an Ordinance Granting a Special Use Permit (SUP) for Minor Automobile Services Consisting of a Free-Standing Goodyear Auto Care Facility; and Consideration of Four Associated Variances on an Approximately 1.212-Acre lot, Legally Described as Lot 1, Block G, Carrington Village Addition Phase II, Located at the Northwest Corner of FM 3040 and SH 121 Business, as Requested by Steve Meier of Hummel Investments, LLC. on Behalf of Drexel Realty Lewisville LP, the Property Owner (Case No. SUP-2016-02-01).**

ADMINISTRATIVE COMMENTS:

This public hearing is continued from the February 15, 2016, City Council meeting. Goodyear currently operates out of the retail center adjacent to this property. They have outgrown the facility and are looking to build a new 7,800 square-foot facility with 12 service bays. Staff recommends the following conditions if this SUP is approved: 1) overnight outside storage of vehicles shall not be allowed; 2) the outside storage of tires or other material shall not be allowed on the site; and 3) the hours of operation shall be limited to 7:30 a.m. to 7:00 p.m. Monday-Friday; 8:00 a.m. to 5:00 p.m. on Saturday and closed on Sunday. Four variances are requested: a) to waive the deceleration requirement; b) to waive the 250-foot control of access from the intersection of SH 121 Business; c) to waive the 230-foot driveway spacing requirement from an existing driveway on a separate lot; and d) to reduce the required 10-foot setback to 5 feet from the existing water and sanitary sewer easement. The Planning and Zoning Commission recommended approval of the SUP by a vote of 5-1 at their meeting on February 2, 2016.

RECOMMENDATION:

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

PRESENTATION: Richard E. Luedke, Planning Manager

AVAILABLE FOR QUESTIONS: Steve Meier, Hummel Investments, LLC.

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2. **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Heavy Industrial District (HI) to Agriculture-Open Space District (AO) on an Approximately 0.280-Acre Tract of Land out of a Portion of Lot 15, Block A, ARTX Park Addition Located on the East Side of S. Railroad Street Approximately 3,280 Feet South of SH 121 Business, as Requested by G&A Consultants on Behalf of ARTX Corporation, the Property Owner (Case No. PZ-2016-02-04).**

ADMINISTRATIVE COMMENTS:

The approximately 0.28-acre property is located at the east side of Railroad Street, south of SH 121 Business. The property is a portion of Lot 15, Block A, ARTX Park Addition. This request is associated with Case No. PZ-2016-02-05, where a land swap is proposed between the two property owners. Both properties would be platted into a new lot configuration (3 proposed lots) once the zone change process is complete. The acreage for both cases is identical and offers the respective land owners contiguous pieces of property. The Planning and Zoning Commission recommended approval of the zone change request by a vote of 6-0 at their meeting on February 16, 2016.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS: Richard E. Luedke, Planning Manager
Randi Rivera, G&A Consultants

3. **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Agriculture-Open Space District (AO) to Heavy Industrial District (HI); on an Approximately 0.28-Acre Tract of Land out of the J.W. Havens Survey, Abstract No. 541; Located on the East Side of South Railroad Street Approximately 3,560 Feet South of SH 121 Business; at 1235 South Railroad Street, as Requested by G&A Consultants on Behalf of Joyce Wilcher, the Property Owner (Case No. PZ-2016-02-05).**

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ADMINISTRATIVE COMMENTS:

The approximately 0.28-acre property is located at the east side of Railroad Street, south of SH 121 Business. The property is currently unplatted and located adjacent to Lot 14, Block A, ARTX Park Addition. This request is associated with Case No. PZ-2016-02-04, where a land swap is proposed between the two property owners. Both properties would be platted into a new lot configuration (3 proposed lots) once the zone change process is complete. The acreages for both cases are identical and offer the respective land owners contiguous pieces of property. The Planning and Zoning Commission recommended approval of the zone change request by a vote of 6-0 at their meeting on February 16, 2016.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS: Richard E. Luedke, Planning Manager
Randi Rivera, G&A Consultants

4. **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From General Business District (GB) to Old Town Mixed Use Two District (OTMU2); on an Approximately 0.3-Acre Tract of Land out of the J W. King Survey, Abstract No. 696; Located on the East Side of North Mill Street Approximately 120 Feet South of East College Street, at 322 North Mill Street, as Requested by Jeff Capps of Cross Ventures LLC, the Property Owner (Case No. PZ-2016-02-06).**

ADMINISTRATIVE COMMENTS:

The subject property was recently purchased by Cross Ventures LLC who proposes to convert the existing residence on the property to office space. A final plat application and an Old Town Development Plan will be submitted after the zone change process is complete. The Planning and Zoning Commission recommended approval of the zone change request by a vote of 6-0 at their meeting on February 16, 2016.

RECOMMENDATION:

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

**AGENDA
LEWISVILLE CITY COUNCIL
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AVAILABLE FOR QUESTIONS: Richard E. Luedke, Planning Manager
Jeff Capps, Cross Ventures LLC

- 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.
5. **APPROVAL OF MINUTES:** **City Council Minutes of the February 15, 2016, Workshop Session and Regular Session.**
6. **Approval of a Contract for Mosquito Control Services to Vector Disease Control International, Richardson, Texas, Inc., in the Amount of \$58,000 per Year; and Authorization for the City Manager to Execute the Contract.**

ADMINISTRATIVE COMMENTS:

This contract covers comprehensive study and monitoring of local mosquitoes. The contractor will lay out mosquito traps, catch and analyze the type(s) of mosquitoes it catches and determine what types of disease the mosquito is a carrier for. Based on the analysis, they will make the determination as to when and where spraying will take place, if needed. The term of the contract will be for twelve (12) months, with option to extend for up to four (4) twelve-month periods.

RECOMMENDATION:

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

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- 7. Approval of an Economic Development Agreement by and Between the City of Lewisville and Randy and Ronda Owens; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

Randy and Ronda Owens, owners of the building at 115 Main Street, will be renovating the current building space to open a coffee shop Perc On The Plaza. They are projected to invest \$227,080 in renovations, including rear and front façade improvements, installation of a grease trap and a roof top balcony. The proposed agreement provides for a grant where the City will reimburse Randy and Ronda Owens for certain actual expenses not to exceed \$18,537.

RECOMMENDATION:

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

- 8. Approval of an Economic Development Agreement by and Between the City of Lewisville and DFW Lewisville Partners, GP; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

DFW Lewisville Partners, GP is constructing a 249,500 square foot distribution facility at the Majestic Airport Center. The total investment for the facility will be approximately \$16,000,000. This agreement calls for a rebate of 75% of Real Property for 5 years, and a rebate for 75% of the tenant's Business Personal Property for 5 years.

RECOMMENDATION:

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

- 9. Approval of an Economic Development Agreement by and Between the City of Lewisville and DFW Lewisville Partners, GP; and Authorization for the City Manager to Execute the Agreement.**

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ADMINISTRATIVE COMMENTS:

DFW Lewisville Partners, GP is constructing a 329,060 square foot distribution facility at the Majestic Airport Center. The total investment for the facility will be approximately \$19,000,000. This agreement calls for a rebate of 75% of Real Property for 5 years, and a rebate for 75% of the tenant's Business Personal Property for 5 years.

RECOMMENDATION:

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

- 10. Approval of Amendment No. 5 to a Letter Agreement With KCS Railroad in the Amount of \$15,000 for Additional Plan Review Services Associated With 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 letter agreement with KCS Railroad in 2011 for KCS to provide plan review services for the design of the Windhaven Parkway underpass north of FM544. KCS Railroad's review has exceeded the original estimated cost and has required several amendments. Based on recent review comments, KCS is estimating additional review costs thus requiring another amendment to the original agreement to cover their extensive review process bringing the total fee to \$58,731. Funding is available in the Corporate Drive (FM 544 to Josey) project accounts.

RECOMMENDATION:

That the City Council approve Amendment No. 5 as set forth in the caption above.

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- 11. Approval of a Resolution Authorizing the City to Submit a Grant Application to the Texas Criminal Justice Division to Obtain Funding to Purchase 3D Scanner Devices.**

ADMINISTRATIVE COMMENTS:

The Lewisville Police Department is preparing a grant application to obtain funding from the State of Texas under its Justice Assistance Grant program. The application seeks funding for the purchase of 3D scanner devices to assist with crime scene forensic analysis and reconstruction. The total cost is estimated to be \$125,000 which will be covered by the grant if our application is approved.

RECOMMENDATION:

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

G. REGULAR HEARINGS:

- 12. Consideration of a Variance to the Lewisville City Code Section 6-103 (Access Management) Regarding Control of Access, Related to The Door Church Located at 2700 Denton Tap Road, as Requested by Andrew Oxley, OWT Architects, on Behalf of the Owner.**

ADMINISTRATIVE COMMENTS:

The subject site is a 4.302-acre lot zoned Local Commercial (LC) within the Highpoint Oaks Addition. The Door Church currently owns the undeveloped property and is proposing to build a new church. Staff has reviewed and approved the engineering site plan for The Door Church subject to the City Council approval of the variance to reduce the minimum required control of access for an existing driveway on Vista Ridge Mall Drive.

RECOMMENDATION:

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

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- 13. Consideration of a Variance to the Lewisville City Code, Section 11-14(C), Prohibited Signs, Regarding an Off-Premise Sign to be Located at 1500 South SH 121 Business, as Requested by Jeff Vosburg, the Property Owner.**

ADMINISTRATIVE COMMENTS:

Jeff Vosburg owns two tracts of land totaling 3.32 acres located within the William King Survey, Abstract 697 located at 1440 South SH 121. The tract to the rear of the complex is developed with two office warehouse buildings. Until recently, the front tract was vacant and tenants on the back tracts had signs visible from 121 Business. Mr. Vosburg divided and sold the front tract to Soccer City. The back tracts have now lost their sign visibility. They are requesting a variance to allow one off-premise multi-tenant sign to be shared by the tenants of both the front and rear tracts. They have proposed a low-profile brick veneer sign that is smaller than the sign otherwise allowed by right for Soccer City.

RECOMMENDATION:

That the City Council consider the requested variance as set forth in the caption above, subject to the following conditions: 1) compliance with the site plan and elevations submitted to City Council; 2) the sign shall be brick veneer to match the façade of the building where Soccer City is located; and 3) no other free standing signs shall be permitted on the Soccer City tract or the two other tracts of land east of Soccer City that currently include the office warehouse uses.

AVAILABLE FOR QUESTIONS: Cleve Joiner, Dir. of Neighborhood Services

- 14. Consideration of a Variance to the Lewisville City Code, Section 2-201, Fee Schedule, Regarding a Waiver of Fees for Personnel to Erect and Dismantle Tents Associated With the 2016 American Cancer Society Relay for Life Event, Located at the Lewisville High School - Harmon Campus; and Consideration of a Request for City In-Kind Support for the Same Event, as Requested by Christina Gockley, Community Manager, Relay For Life American Cancer Society.**

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ADMINISTRATIVE COMMENTS:

The 2016 Relay For Life of Lewisville/Flower Mound event will be held from Friday May 13, 2016, and ending at midnight. A request is being made to: a) provide City in-kind support of eight (8) tents and staff time to erect and dismantle tents related to the event; and b) to waive any associated fees for the event including fees for personnel to erect and dismantle tents. This event was held last year at the Harmon - Lewisville High School, 1250 W. Round Grove Rd., Lewisville, TX 75067, and drew over 40 teams, over 1,000 participants, and raised over \$95,000.

RECOMMENDATION:

That the City Council approve the variance and the request for City In-Kind support for the 2016 American Cancer Society Relay for Life event as set forth in the caption above.

- 15. Second Reading: Consideration of an Ordinance Granting a Zone Change Request From Specific Use District-Mining (SU-Mining) to Specific Use District-Landfill Accessory Use (SU-Landfill Accessory Use); on an Approximately 4.237-Acre Tract of Land out of the Hugh Harper Survey, Abstract No. 605; Located at 1600 South Railroad Street; as Requested by Richard Dormier of Freeman-Millican, Inc. on Behalf of Waste Management of Texas, Inc., the Property Owner (Case No. PZ-2016-01-02).**

ADMINISTRATIVE COMMENTS:

At the February 15, 2016, City Council meeting, the Council approved the subject ordinance. However, due to the lack of a 4/5's vote by the Council to adopt the ordinance on an emergency basis, the ordinance has to be read on three separate days to meet the City Charter requirements. This will be the second reading.

RECOMMENDATION:

That the City Attorney provide the second reading of the ordinance.

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- 16. Second and Final Reading: Consideration of an Ordinance of the City Council of the City of Lewisville, Texas Extending the Term of an Ordinance Granting a Franchise to Oncor Electric Delivery Company LLC; and Providing an Effective Date.**

ADMINISTRATIVE COMMENTS:

On June 20, 2011, Council approved an ordinance for the Oncor Electric Delivery Company LLC (Oncor) franchise, which will expire on March 31, 2016. Staff is requesting an extension of the current franchise ordinance, which allows the continuation of the terms and conditions of Ordinance No. 3871-06-2011 until March 31, 2021. The City of Lewisville Charter requires two readings of this ordinance, with 30 days in between. The first reading occurred on January 25, 2016. This will be the second and final reading.

RECOMMENDATION:

That the City Attorney provide the second and final reading of the ordinance.

- 17. Tabled Item: Consideration of an Appointment to Place No. 4 on the Community Development Block Grant Advisory Committee.**

ADMINISTRATIVE COMMENTS:

On February 15, 2016, City Council accepted the resignation of Judy Kay Ferguson and declared a vacancy in Place No. 4 of the Community Development Block Grant Advisory Committee. In order to allow additional time to interview the candidates that had submitted applications for this committee, Council tabled the appointment until the March 7, 2016 meeting.

RECOMMENDATION:

That the City Council consider an appointment as set forth in the caption above.

- 18. Consideration of Presentation of Certificate of Unopposed Candidates and Consideration of an Order Canceling the Election and Declaring Unopposed Candidates in the May 7, 2016 General Election, Elected to Office.**

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ADMINISTRATIVE COMMENTS:

In accordance with state law under Subchapter C, Chapter 2, Election Code, the City Council has the ability to cancel the upcoming May 7, 2016, General Election due to the fact there are no opposed races. The City Secretary has prepared the appropriate certificate certifying that no persons have made a declaration of write-in candidacy, and both of the following candidates are unopposed: Brandon Jones - Councilman Place No. 4; Brent Daniels - Councilman Place No. 5. Based upon the contents of the certification, an order has been prepared for the Council's consideration to cancel the May 7, 2016 general election, and declaring the candidates elected to office.

RECOMMENDATION:

That the City Council accept the Certificate of Unopposed Candidates and consider the order.

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

- Mill at College Intersection Improvements

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

1. Section 551.072 (Real Estate): Property Acquisition
2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations

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).



The Committee to Commemorate MLK Day
Appreciates Its Sponsors

You Make the Difference



- ◇ The Town of Flower Mound
- ◇ Lewisville Independent School District
- ◇ Medical Center of Lewisville
- ◇ Davoodi Family Medicine
- ◇ JoAnn Weaver
- ◇ Vernell Gregg
- ◇ Rembert Custom Builders
- ◇ Brenda & R. L. Crawford Jr.
- ◇ Baha'is of Flower Mound
- ◇ Dr. Patrick Shovlin
- ◇ Supercuts Lewisville/Flower Mound
- ◇ Saberre Law Firm
- ◇ Minuteman Press Lewisville/Grapevine
- ◇ Mark Saunders, Joan Parks-Saunders
- ◇ Tau Rho Omega Chapter of Alpha Kappa Alpha Sorority, Inc.
- ◇ The Greater Denton County Chapter of The Links, Incorporated
- ◇ Rho Nu Lambda Chapter of Alpha Phi Alpha Fraternity, Inc.

Because of you, winners of the Dr. King Art, Essay and Photography Contests were awarded almost five thousand dollars at the 23rd Dr. King Celebration on January 18, at Lewisville High School. Thank you for your generosity!

Fariborz Davoodi, MD, Chairman

Vernell Gregg, Chairman Emeritus



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

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

FROM: Brenda Martin, Director of Finance

DATE: March 7, 2016

SUBJECT: Presentation of “Achievement of Excellence in Procurement Award”

BACKGROUND

The City of Lewisville is being awarded the 20th Annual “Achievement of Excellence in Procurement Award” for 2015. The City of Lewisville has received the award for 17 consecutive years and is 1 of only 44 government agencies in Texas and 1 of only 65 cities in the United States to Receive the Award.

The Achievement of Excellence in Procurement Award is designed to recognize organizational excellence in procurement. The award is achieved by those organizations that demonstrate excellence in procurement by obtaining a high score on a rating of standardized criteria. The program is designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function.

Mayor Durham will be requested to present the award to Mr. Todd White, Purchasing Manager, for the City of Lewisville.



July 29, 2015

Ms. Donna Barron
City Manager
City of Lewisville
151 W. Church St.
Lewisville, TX 75057

Dear Ms. Barron,

I'm pleased to inform you that your agency's procurement department has earned the 2015 Annual Achievement of Excellence in Procurement® Award. The continuously evolving criteria are designed to measure state of the art in best practices.

The City of Lewisville is one of only 44 agencies in TX and one of only 65 cities in the United States and Canada to receive the award. Your organization has received the award for seventeen consecutive years.

Congratulations on the Achievement of Excellence in Procurement® Award!

Sincerely,

Brian Garrity, C.P.M., CPPB
Chair, Achievement of Excellence in Procurement® Award Committee

cc: Mr. Todd White, Purchasing Manager

The Achievement of Excellence in Procurement® recognizes organizational excellence in procurement. The criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement® is sponsored by the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), NIGP: The Institute for Public Procurement, the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association / Conseil canadien des marchés publics.

NATIONAL PROCUREMENT INSTITUTE, INC.
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www.npicconnection.org



LEWISVILLE

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MEMORANDUM

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

FROM: Brenda Martin, Director of Finance

DATE: March 7, 2016

SUBJECT: Presentation of “Certificate of Achievement for Excellence in Financial Reporting Award”

BACKGROUND

The City of Lewisville is being awarded a “Certificate of Achievement for Excellence in Financial Reporting” award for the period ending September 30, 2014 by the Government Finance Officers Association (GFOA). The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the 26th consecutive year the City has received this award. An Award of Financial Reporting Achievement has been awarded to the individual department or agency designated by the government as primarily responsible for preparing the award winning CAFR.

Mayor Durham will be requested to present the award to Brenda Martin, Director of Finance for the City of Lewisville.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: March 7, 2016

SUBJECT: **Continued Public Hearing: Consideration of an Ordinance Granting a Special Use Permit (SUP) for Minor Automobile Services Consisting of a Free-Standing Goodyear Auto Care Facility; and Consideration of Four Associated Variances on an Approximately 1.212-Acre lot, Legally Described as Lot 1, Block G, Carrington Village Addition Phase II, Located at the Northwest Corner of FM 3040 and SH 121 Business, as Requested by Steve Meier of Hummel Investments, LLC. on Behalf of Drexel Realty Lewisville LP, the Property Owner (Case No. SUP-2016-02-01).**

BACKGROUND

This public hearing is continued from the February 15, 2016 City Council meeting. This 1.212-acre property is located at the northwest corner of FM 3040 and SH 121 Business. The vacant property abuts a retail center zoned Local Commercial on the western boundary; the single-family residential development of Carrington Village on the northern boundary and State Highway 121 Business on the eastern boundary. This property was platted as part of the Carrington Village plat but has never been developed. Currently, the Goodyear Auto Care facility operates out of the end of the adjacent retail center to the west of the proposed site.

This site and the area that is now Carrington Village was rezoned from AO (Agriculture-Open Space) to GB in 1980. The site containing the adjacent retail center to the west was rezoned from AO to LC in 1984. The retail center was constructed in 1986. Carrington Village was rezoned from GB to ETH (Estate Townhouse) in 2005.

Staff has received two phone calls from neighboring residents concerned over the hours of operation and noise. Four letters from adjacent property owners were also submitted with concerns over noise, air quality, mosquitos and screening wall damage. These letters are provided as part of the backup information associated with this item. These four properties represent approximately 51.1% of the 200-foot notification area; therefore, a three-fourths (3/4) vote of all members of the City Council will be required to approve the SUP. A three-fourths (3/4) vote equates to a vote of 5-0.

After receiving the concerns related to noise, staff requested police reports at this location from the last year. Two noise complaints were received, one on October 2, 2015 and the other on October 19, 2015. In both instances, individuals were found behind the retail center working on a vehicle. The individual in the first instance was in the process of leaving the site while the individual in the second instance was given a verbal warning by the police officer. The reports did not indicate that the individuals involved were employees of Goodyear. Copies of both police reports are provided as part of the backup information associated with this item. One concern of staff is the possible re-occupation of the existing facility for an automotive use after the Goodyear relocation to the adjacent site. Another automotive use can resume operation in the current Goodyear facility without approval of an SUP if done so within 90 days after Goodyear ceases operation at that facility.

The applicant has held meetings with adjacent residents to the north within Carrington Village over past few weeks to discuss the residents' concerns. The applicant has also met with the owner of retail center to the west to address his concerns. Staff will forward any updated information to the Council if any changes occur to the proposal before the Council meeting.

Four variance requests are associated with this development that will be considered in conjunction with the SUP. The variances are: a) to waive the deceleration requirement; b) to waive the 250-foot control of access from the intersection of SH 121 Business; to waive the 230-foot driveway spacing requirement from an existing driveway on a separate lot; and d) to reduce the required 10-foot setback to 5 feet from the existing water and sanitary sewer easement. The Planning and Zoning Commission recommended approval of the SUP by a vote of 5-1 at their meeting of February 2, 2016.

ANALYSIS

Building

The applicant has outgrown the current facility and is proposing to build a new 7,800 square-foot building with 12 service bays. The services provided at this facility would include tire sales and installation, wheel alignment, fluid replacement, brake service, routine maintenance, as well as diagnostic and minor auto repairs. The facility will not provide services for body work or painting of vehicles. The proposed hours of operation by Goodyear are 7:30 a.m. to 6:00 p.m. (7:30 a.m. - 7:00 p.m. Summer) Monday-Friday; 8:00 a.m. to 5:00 p.m. on Saturday and closed on Sunday. The original site layout oriented the service bays toward FM 3040 and the residential neighborhood to the north. Staff encouraged the applicant to rotate the building and orient the service bays doors toward SH 121 Business and the existing commercial strip center. This minimizes the exposure of the service bays, customer parking and activity to the residential properties to the north. Brick and stone exterior materials are proposed in compliance with the City of Lewisville brick veneer gateway requirements. The wainscot of synthetic stone will cover the lower five feet of the building with the remainder of the building being constructed of brick. The building will have a blue standing seam metal roof as illustrated in the color elevations.

Subject: SUP Ordinance Goodyear Auto Care Facility

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The eastern and western elevations will each have six service bay doors with the ability to service 12 vehicles at one time. Customers will enter the facility from the western side of the building. The northern elevation facing the residential area has no windows or doors. The southern elevation, which will face FM 3040, will contain windows to the offices and customer waiting area.

Screening

An existing masonry screening wall six feet in height is located at the common property line between the single-family residential and this lot. The applicant is proposing to further screen the single-family residential by offsetting the building approximately 40-feet from the rear property line and creating a 15-foot landscape buffer that will contain 10 live oak trees.

Landscaping

All four sides of the site contain an enhanced landscape buffer. As indicated in the screening section, the rear portion of the property will have a 15-foot landscape buffer with 10 live oak trees shielding the residential area to the north. The FM 3040 frontage will have a 25-foot landscape buffer that will include trees and shrubs (chinese pistache, live oak, desert willow, cedar elm, silverberry, dwarf burford holly). The SH 121 frontage has a landscape buffer of approximately 30 feet filled with a variety of trees and plantings. The western side of the site abutting the retail center also has a minimum 25-foot landscape buffer that will be lined with a variety of trees. The applicant is providing triple the required number of trees on the site with a total of 37 trees compared to a minimum requirement of 12 trees.

Signage

The applicant is proposing a monument sign that will be constructed of brick and stone to match the building. The monument sign will contain an electronic reader board in compliance with ordinance requirements. No pole sign is proposed for this site. Additional wall signage is proposed for the building façade as depicted on the color elevations. The proposed wall signs must conform to ordinance requirements.

Variances

a) To waive the deceleration requirement

Section 6-103 (f)(3)(a)

All driveways connecting to Major Traffic Carriers such as FM 3040 require a deceleration lane. Per discussions with the Texas Department of Transportation (TxDOT), it was determined that TxDOT will not require a deceleration lane at the existing driveway to the subject property. TxDOT is requiring a 40-foot ingress radius to assist turning movement into the driveway. Staff has no opposition to waive the deceleration lane requirement.

b) To waive the 250-foot control of access from the intersection of SH 121 Business

Section 6-103 (c)(1)

Major Traffic Carriers on the City of Lewisville Thoroughfare Plan including FM 3040 require a 250-foot control of access from any street intersections. Control of access is the distance from a street intersection measured from the intersecting right of way lines to the radius point of the first permitted driveway along the street. The owner has requested a variance to allow an improved driveway to be 118.7 feet from SH 121 Business along FM 3040. The existing driveway to the subject property will be improved by constructing a larger turning radii. The existing driveway was built by TxDOT in the 1990's with the FM 3040 improvement project and aligns with the median opening and left turn lane. Staff has no opposition to the request since the driveway aligns with the existing FM 3040 median opening and since TxDOT will not allow a driveway to the property from the SH 121 Business ramp of the east side of the property. This is the only driveway access to this property.

c) To waive the 230-foot driveway spacing requirement from an existing driveway on a separate lot

Section 6-103 (c)(2)(a)

The City of Lewisville Thoroughfare Plan requires a minimum 230-foot spacing between driveways on adjacent lots along Major Traffic Carriers. The improved driveway onto FM 3040 will be 66.18 feet from the adjacent driveway located west of this property. The variance would allow the improved driveway location access to the existing median opening and left turn lane on FM 3040. Staff is not opposed to the request. This will be the only driveway for the property since TxDOT will not allow a driveway from the SH 121 Business ramp on the east side of the property; and it aligns with the existing FM 3040 median opening.

d) To reduce the required 10-foot setback to 5-feet from the existing water and sanitary sewer easement.

Section 6-95 (b)

Per this section of the Land Development Regulations, a 10-foot building setback is required from all pressured utility line easements. The existing 20-foot water and sanitary sewer easement was dedicated by the Carrington Village Phase II plat to the City in 2007. Currently, there are no City water lines or sanitary sewer improvements in this existing easement. The existing water line along FM 3040 is built in the TxDOT right-of-way and the sanitary sewer serving the property is located at the northwest corner of the lot. In the future, the owner will be replatting the property to abandon the existing water and sanitary sewer easement. Staff is not opposed to this variance request since there are no existing or proposed water or sanitary sewer improvements that would use the existing 20-foot water and sanitary sewer easement.

Subject: SUP Ordinance Goodyear Auto Care Facility

March 7, 2016

Page 5 of 5

The four variance requests listed above are similar to variance requests granted at the Legends Car Wash site on the south side of FM 3040 east of the Walmart Super Center.

SUP Conditions

Staff recommends the following conditions if this SUP is approved:

- 1) Overnight outside storage of vehicles shall not be allowed;
- 2) The outside storage of tires and other materials shall not be allowed on the site; and
- 3) The hours of operation shall be limited to 7:30 a.m. to 7:00 p.m. Monday-Friday; 8:00 a.m. to 5:00 p.m. on Saturday and closed on Sunday.

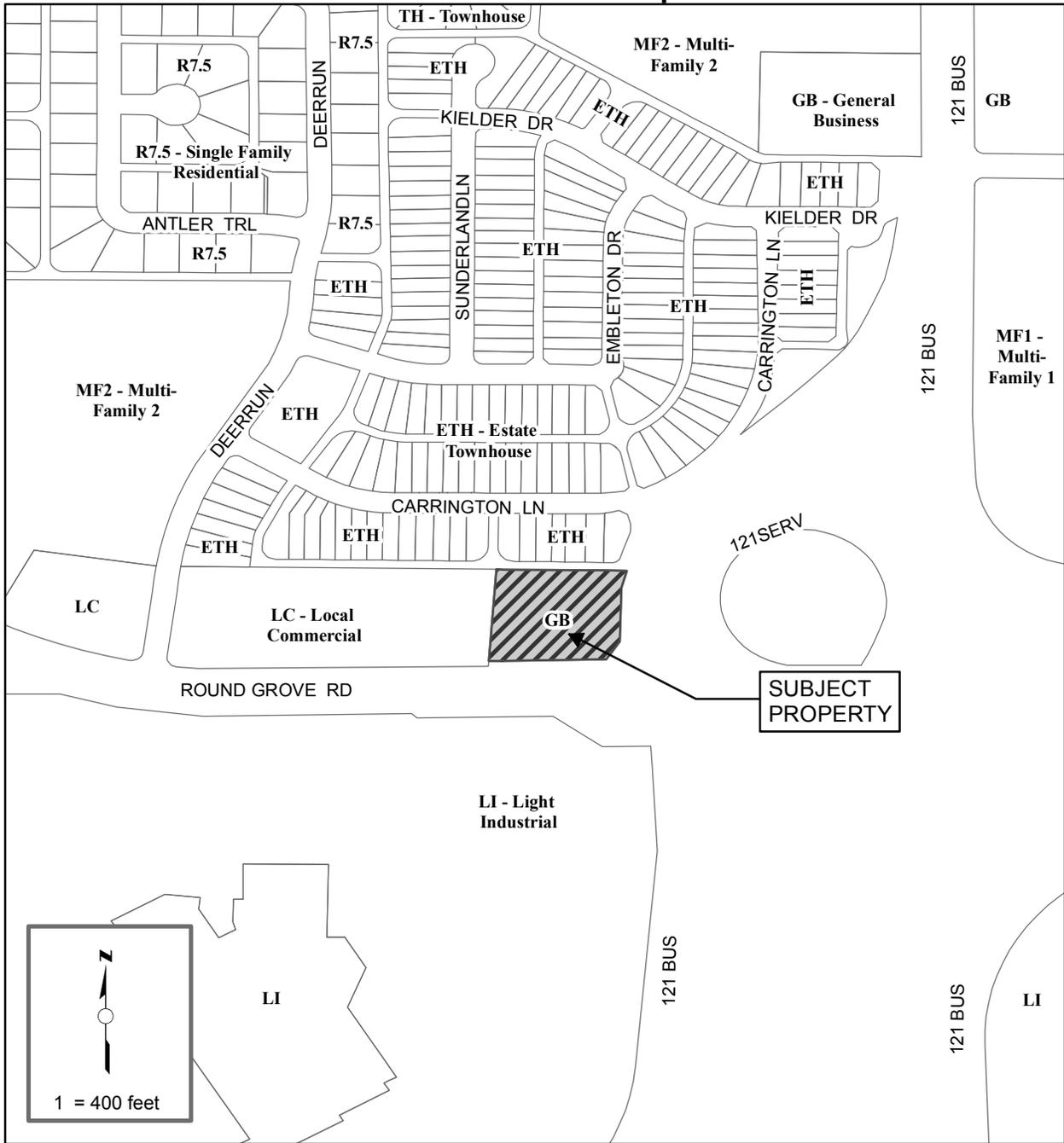
Summary

The applicant has laid out the site to minimize the impacts of the facility on the surrounding area. Enhanced architectural building design and landscaping have also minimized the visual impacts typically associated with an automotive repair facility. Staff has no objection to the four variances requested; however, staff is taking a neutral stance on the SUP request by recommending City Council consideration due to the possibility that another automotive repair facility could continue operations in the current Goodyear facility without SUP approval if Goodyear relocates to the new site.

RECOMMENDATION

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

Location Map



CASE NO. SUP-2016-02-01

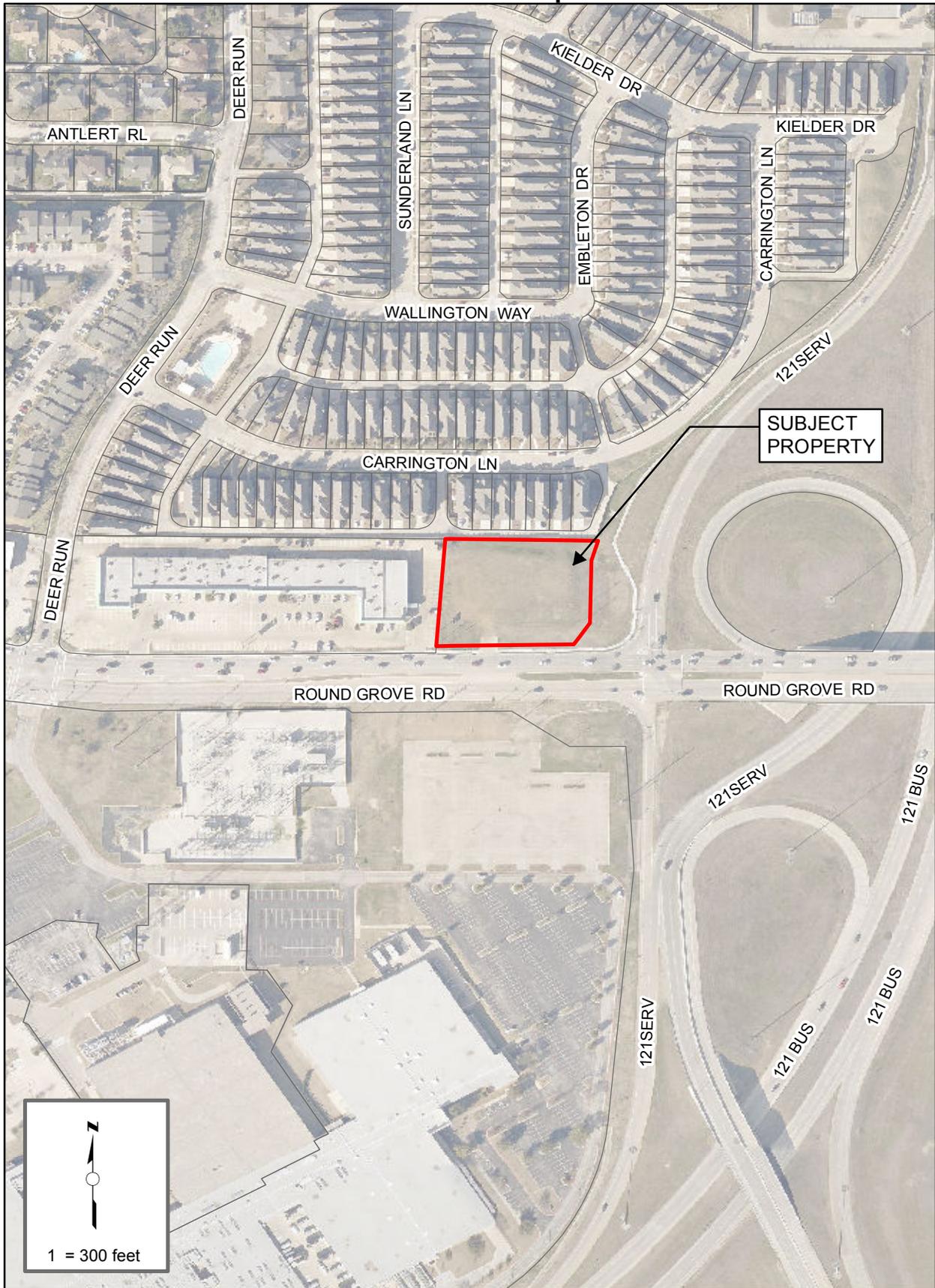
COMPANY NAME: HUMMEL INVESTMENTS LLC

PROPERTY LOCATION: NWC OF FM 3040 AND SH 121 BUSINESS (1.212-ACRES)

CURRENT ZONING: GENERAL BUSINESS (GB)

REQUESTED USE: A SPECIAL USE PERMIT (SUP) FOR A GOODYEAR AUTO CARE FACILITY

Aerial Map



**MINUTES
PLANNING AND ZONING COMMISSION
FEBRUARY 2, 2016**

Item 1:

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

Staff members present: Richard Luedke, Planning Manager and June Sin, Planner.

Item 4:

Public Hearings for Zoning and Special Use Permits were next on the agenda. There were two items for consideration:

- B. Consideration of a Special Use Permit (SUP) for Minor Automobile Services Consisting of a Free-Standing Goodyear Auto Care Facility; on an Approximately 1.212-Acre lot, Legally Described as Lot 1, Block G, Carrington Village Addition Phase II, Located at the Northwest Corner of FM 3040 and SH 121 Business, as Requested by Steve Meier of Hummel Investments, LLC. on Behalf of Drexel Realty Lewisville LP, the Property Owner. (Case No. SUP-2016-02-01).

Richard Luedke, Planning Manager, gave an overview of the proposal and provided details related to proposed building orientation and materials, landscaping, screening, buffering, signage and driveway access. Mr. Luedke also briefed the Commission on three letters of opposition that were submitted by adjacent property owners in the Carrington Village residential neighborhood north of the proposed site. The three property owners expressed concerns over potential noise, adequate screening and effects on air quality. Chairman Davis opened the public hearing. Mr. Steve Meier, the applicant, gave a detailed presentation on the history of the business and the plans for the new facility on the subject property. Mr. John Taylor, 222 Kielder Drive, President of the Carrington Village Home Owners Association, confirmed that the neighborhood contains a total of 183 homes. Mr. Terry Ellis, 234 Carrington Lane, spoke in opposition with concerns over cars parked overnight, noise, inadequate wall height and emissions affecting air quality. He also stated that felt that the distance between the SH 121 Business ramp and the proposed driveway was inadequate. Mr. Charles O'Banion, the owner of the current Goodyear facility, confirmed that the vehicles parked overnight and the noise complaints registered in October 2015 were not associated with Goodyear. He stated that all customer vehicles kept overnight are parked inside the building for liability issues. Mr. O'Banion further explained the state and federal requirements involved when disposing of tires, which are picked up from the facility every 7 to 10 days. The Commission asked questions related to the four variance requests associated with the SUP. Mr. Luedke explained each of the variance requests, three of which are related to the driveway location, while the forth request is related to a utility easement setback. Mr. Luedke confirmed that staff has no objections to the requested variances. Chairman Davis closed the public hearing. Alvin Turner expressed concern over the fact that the property has

only one point of access. A motion was made by Brandon Jones to recommend approval of the SUP with the following conditions:

- 1) Overnight outside storage of vehicles shall not be allowed;
- 2) The outside storage of tires and other materials shall not be allowed on the site; and
- 3) The hours of operation shall be limited to 7:30 a.m. to 7:00 p.m. Monday-Friday; 8:00 a.m. to 5:00 p.m. on Saturday and closed on Sunday.

The motion passed by a vote of 5-1 (No: Steve Byars).

SECTION 17-22. - "GB" GENERAL BUSINESS DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for office, retail and service uses which are primarily retail in nature including, but not limited to:
- (1) Any use permitted in district "LC" as regulated in said district.
 - (2) Auto, boat, motorcycle, recreational vehicle or mobile home display, sales (outdoor) and/or repair (SUP required)
 - (3) Bakeries.
 - (4) Building material sales with outside storage or display, including lumber yards (SUP required).
 - (5) Business or commercial schools.
 - (6) Clinic, medical and dental, and professional offices.
 - (7) Carpentry, painting, plumbing or tinsmithing shop fully enclosed within a building.
 - (8) Cleaning, laundry and dyeing plants fully enclosed within a building.
 - (9) Creamery, ice cream manufacturing and dairy operations fully enclosed within a building.
 - (10) Farm implement display and sales room. (outdoor) (SUP required).
 - (11) Hotels, motels and inns.
 - (12) Mortuaries with or without crematoriums. (SUP required).
 - (13) Office buildings.
 - (14) Pet shops, retail, fully enclosed within a building.
 - (15) Printing, engraving and newspaper plants, fully enclosed within a building.
 - (16) Radio or television broadcasting station or studio with broadcasting towers (SUP required).
 - (17) Retail stores, fully enclosed within a building.
 - (18) Veterinarian or animal hospital with outdoor kennel or exercise runs (SUP required).
 - (19) Bowling alley and other commercial amusement (indoor) uses, fully enclosed within a building.
 - (20) Church worship facilities.
 - (21) Uses similar to the above mentioned permitted uses, provided activities conducted wholly inside a building and observe the requirements of all city ordinances.
 - (22) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (23) 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.
 - (24) Dwelling units of 850 square foot minimum size when located over a retail, restaurant or similar use on the first floor (SUP required).
 - (25) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (27) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
 - (28) Commercial amusement, outdoor (SUP required).
 - (29) Drive-in theater (SUP required).
 - (30) Flea market, outdoor (SUP required).
 - (31) Helipad, helistop or landing strip (SUP required).
 - (32) Kennels with outdoor runs (SUP required).
 - (33) Nightclub, bar. (SUP required).
 - (34) Brewery, distillery, or winery.
 - (35) Hotels, motels and inns with rooms containing a cooktop or oven (SUP required).
- (b) *Height.* No building shall exceed in height the width of the street on which it faces plus the depth of the front yard. On a lot adjoining a residential district, no building shall exceed forty-five (45) feet in height, except that this height may be increased up to the maximum of twelve (12) stories or one hundred eighty (180) feet at the rate of two (2) feet of additional height for each one (1) foot of additional setback from required yard lines. 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 "GB", 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 twenty-five (25) 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. The required rear 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.

(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 17-21. - "LC" LOCAL COMMERCIAL DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for indoor, neighborhood office, retail, and services which are primarily retail in nature, including, but not limited to:
- (1) Any use permitted in district "OD" as regulated in said district.
 - (2) Grocery stores.
 - (3) Barber and beauty shops.
 - (4) Book, card, gift and stationary stores.
 - (5) Dry cleaning and laundry services.
 - (6) Gasoline service stations (SUP required).
 - (7) Minor automobile services including tune-up and repair services, tire stores and car washes, providing there is no overnight outside storage of vehicles (not including transmission or body shops) (SUP required).
 - (8) Restaurants.
 - (9) Florists.
 - (10) Video rental stores, movie theaters and other indoor amusements.
 - (11) Church worship facilities.
 - (12) Buildings and uses owned or operated by public governmental agencies.
 - (13) Other retail, office and service uses of a similar nature provided that the business establishment supplies the everyday needs of the immediate neighborhood and is subject to the following conditions:
 - a. There is no outside display and storage of merchandise or vehicles, except for the incidental and occasional sale of merchandise outside the building for periods not to exceed thirty (30) days (i.e. Christmas tree sales and sidewalk sales, etc.).
 - b. That required yards not be used for display, sale or storage of merchandise, or for the storage of vehicles, equipment, containers or waste material.
 - c. That such use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.
 - (14) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (15) 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.
 - (16) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (17) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
 - (18) Beverage container recycling collection facility (SUP required).
 - (19) Kiosks, including water and ice sales (SUP required).
 - (20) Private stadium/arena/sports field (SUP required).
 - (21) Communication Towers (SUP required).
 - (22) Plant Nursery (Retail Sales) (Indoor)
 - (23) Plant Nursery (Retail Sales) (With Outdoor Display or Storage) (SUP required).
- (b) *Height.* No building shall exceed forty-five (45) feet or three (3) stories in height, except that a building may be erected to a height of eighty (80) feet and eight (8) stories if set back from all required yard lines a distance of one (1) foot for each two (2) feet of additional height above forty-five (45) feet. 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 "LC", except that automobile 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 twenty-five (25) 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. The required rear 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.

(2) *Reserved.*

SECTION 17-29.5 - "SUP" SPECIAL USE PERMIT

(a) *Purpose.*

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

(b) *Application submittal and approval process.*

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

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

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

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

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

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

(c) *Compatibility criteria for approval.*

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

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

(d) *SUP conditions.*

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

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

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

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

(f) *Compliance mandatory with written requirements.*

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

(g) *Timing.*

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

(h) *Zoning map.*

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

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

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

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

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



LEWISVILLE
Great Places. Great Living. Great Future.

**SPECIAL USE PERMIT (SUP)
 APPLICATION**

Owner/s (name): Jimmy Grisham	
Company Name: Drexel Realty Lewisville LP, a Texas limited partnership	
Mailing Address: 3953 Maple Ave Suite 250 Dallas TX 75219	
Work #:	Cell #:
E-Mail: Jimmy.Grisham@CNLCRE.com	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization):	Date:
<i>[Signature]</i> STEVE C. MEIER	12/4/15
Printed Name: STEVE C. MEIER	

Applicant/Agent (name): Steve Meier	
Company Name: Hummel Investments LLC	
Mailing Address: 8117 Preston Road Suite 120 Dallas TX 75225	
Work #: 214-416-9820 ext 104	Cell #: 214-632-9611
E-Mail: steve@hummelinvestments.com	
Applicant/Agent Signature	Date: 12/03/15
Printed Name: Steve Meier	

Current Zoning: GB	Requested Zoning: No Change	Acres: 1.221
Legal Description (Lot/ Block/Tract/Abstract): Lot 1 Block G Carrington Village Phase II		
Address/Location: NWC of FM 3040 and SH 121 Business		

Application and Sign Fees:

	Less than 1/2 acre	\$ 150.00
x	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: 1	SUP Signs - \$35 each. 1 sign required for each 5 acres (max. 5 per site)	\$ 35.00
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Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	\$ 285.00
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LEWISVILLE

Where Access Means World-Class Business

REQUIRED:

Fully describe the plans for the property

The proposed development includes an approximately 7,800 square foot building with 12 Service Bays and a Customer Waiting Area. Parking for customers will be between the building and the west property line. Access to the site is provided by the existing drive approach on to FM 3040. We are proposing to push the building as far to the south and east as possible while still providing the required Fire Lane Access. The parking lot will be set back from the north property line, which abuts the adjacent residential use, at least 25' and more than 25' at some points – significantly more than required by city regulations. This will allow a greenbelt which will have significant landscape screening.

NOTE:

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

Hummel Investments LLC

Real Estate Development

January 25, 2016

Richard Luedke
City of Lewisville
Economic Development & Planning
151 W. Church Street
Lewisville, Tx. 75057

**RE: *Goodyear Tire & Service
 NWC of FM 3040 & SH 121 Business
 Lewisville, Texas 75067***

Mr. Luedke,

This letter and attachments shall serve as a written request for four (4) Variance Requests to the city ordinances that apply to this site.

The first three (3) Variance Requests (**Variance A, B & C**) concern the city ordinance that requires drive approaches on FM 3040 to have Deceleration/Right Turn Lanes. The subject property is a vacant lot on the hard corner of FM 3040 and SH 121 Business. There is an existing drive approach into the subject property from FM 3040 that was installed by TxDot as part of the FM 3040 / SH 121 Interchange project. The drive approach only serves the subject property. The southbound SH 121 Frontage Road is directly adjacent to the east boundary the property and TxDot will not allow access from the off-ramp to the subject property.

Per Mr. Jeff Kelly, Asst. City Engineer, we will need to request three separate variances as follows:

- A. To waive the Deceleration Lane requirement
- B. To waive the required 250' control of access from the intersection of SH 121 Business
- C. To waive the required 230' driveway spacing from an existing driveway on a separate lot

Variance A

The hardship is that the property is subject to that warrants a Variance is that there is not a sufficient distance from the existing drive approach (referenced above – installed by TxDot) to the radius of the SH 121 Frontage Road intersection with FM 3040.

Additionally, we have had numerous discussions with the TxDot Area Engineer and she has told us as well Jeff Kelly, Asst. City Engineer, that TxDot will not approve a Deceleration/Right Turn Lane at this location as they felt that it interferes with the turning movement from the SH 121 Frontage

Road onto west bound FM 3040. Additionally, they did not think that the traffic load turning into our project outweighed the possible interference at the intersection.

The dimension of a typical City of Lewisville Deceleration/Right Turn Lane are as follows:

- 110 linear feet of tapered drive lane
- 60 linear feet of Stacking Space for vehicles wishing to turn
- 20 linear feet radius at the drive approach

This equates to an overall length of 190 feet for the installation of a Deceleration/Right Turn Lane at this location.

For these reasons, we respectfully request a Variance from the Decel Lane Ordinance.

Variance B

The hardship is that the existing drive approach was installed by TxDot as part of the FM 3040 / SH 121 Interchange project. This drive approach aligns with the median break in FM 3040 – also installed by TxDot as part of the FM 3040 / SH 121 Interchange project. The location of the existing drive approach was determined by TxDot. Presumably, TxDot placed the drive approach so that it would be as far from the SH 121 frontage road intersection as practical while maintaining some separation from the pre-existing drive approach on the adjacent property to the west.

Due to the design of the SH 121 intersection, there is not sufficient distance to comply with the city's 250' spacing requirement, and we respectfully request a Variance from the 250' spacing requirement.

Variance C

The hardship is really the same as that of Variance B. The existing drive approach was installed by TxDot as part of the FM 3040 / SH 121 Interchange project. The location of the existing drive approach was determined by TxDot. Presumably, TxDot placed the drive approach as close to the pre-existing drive approach on the adjacent property to the west as they deemed was practical in order to maximize the distance from the SH 121 frontage road intersection

Due to the design of the SH 121 intersection, there is not sufficient distance to comply with the city's 230' spacing requirement and we respectfully request a Variance from the 250' spacing requirement.

The fourth Variance Request (**Variance D**) concerns the city ordinance requiring a 10' building setback from an existing 20' Water & Sanitary Sewer Easement that parallels FM 3040 along the ROW line of the subject property.

Variance D

We are requesting a Variance to the city ordinance that requires a 10' building setback from a Water Easement so that we can place the front wall of the proposed building on the 25' Building Setback Line – which is dictated by the zoning regulations as well as the Plat.

After reviewing the 20' Water & Sanitary Sewer Easement in question as well as the location of the existing water and san. Sewer utilities with Mr. Jeff Kelly, Asst. City Engineer, he and the engineering staff determined that this 20' Water & San. Sewer Easement is not needed.

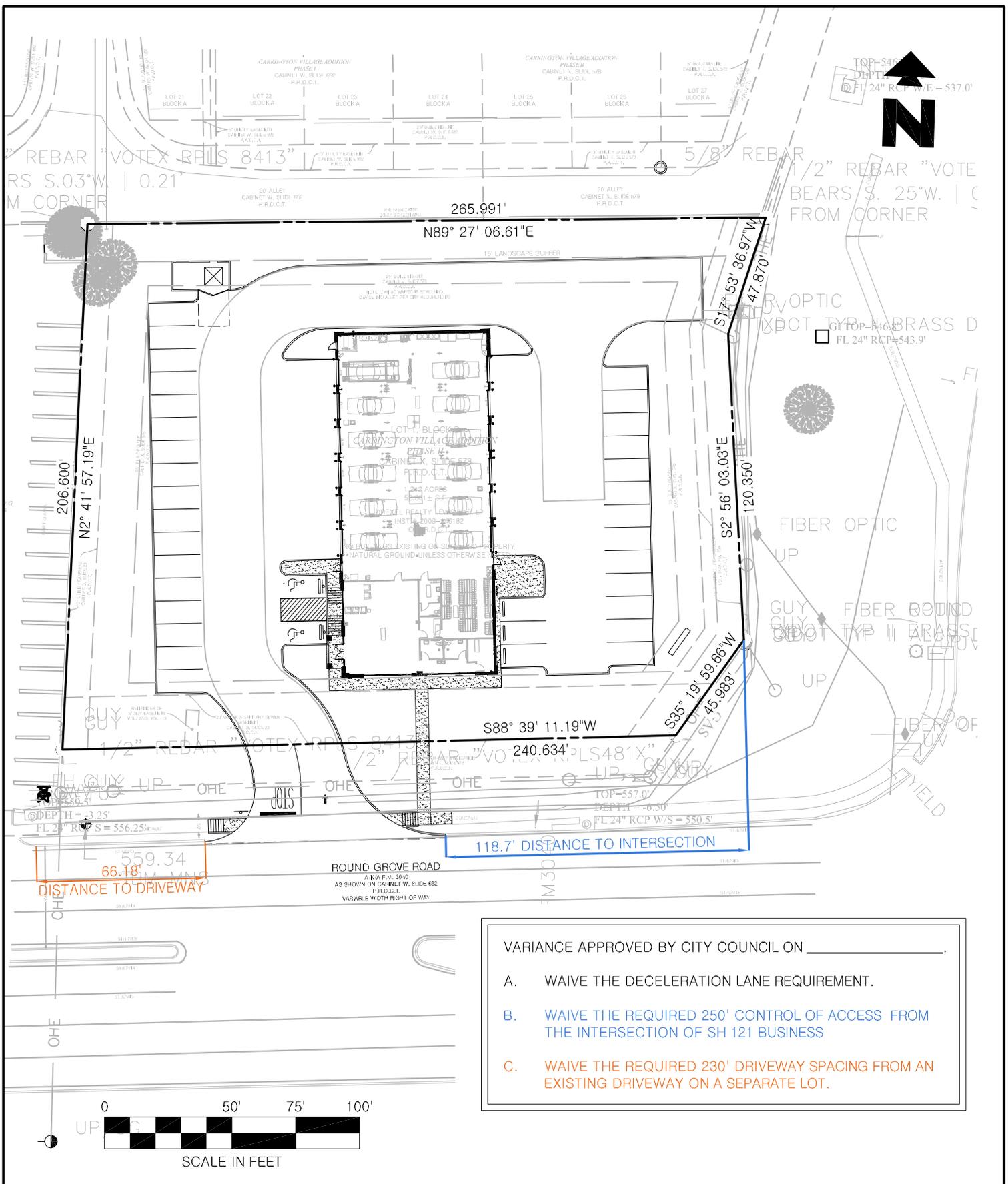
The Engineering Dept. is suggesting that we go through an abandonment process for this 20' Water & San. Sewer Easement. But in the interim, they are suggesting that we request a variance for the reduction of the standard city 10' building setback from a water easement to only a 5' setback so that we can accommodate the Planning Departments request that the front of the building be placed on the 25' building Setback Line so as to create a larger landscape buffer at the rear of the site.

We have attached an exhibit depicting this Variance requesting the 5' setback reduction. And we have depicted it on our Development Site Plan.

Please let me know if you have any questions or need any additional back-up documentation or exhibits.

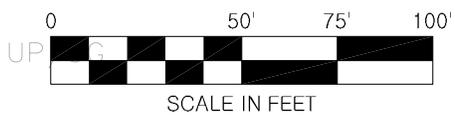
Thank you,

Steve C. Meier, AIA
Director of Development
Hummel Investments LLC



VARIANCE APPROVED BY CITY COUNCIL ON _____

- A. WAIVE THE DECELERATION LANE REQUIREMENT.
- B. WAIVE THE REQUIRED 250' CONTROL OF ACCESS FROM THE INTERSECTION OF SH 121 BUSINESS
- C. WAIVE THE REQUIRED 230' DRIVEWAY SPACING FROM AN EXISTING DRIVEWAY ON A SEPARATE LOT.



JOB # 29310.0 DRAWING: 29310_SP.dwg LAST SAVED BY: TALLEY



Engineering Associates, Inc.

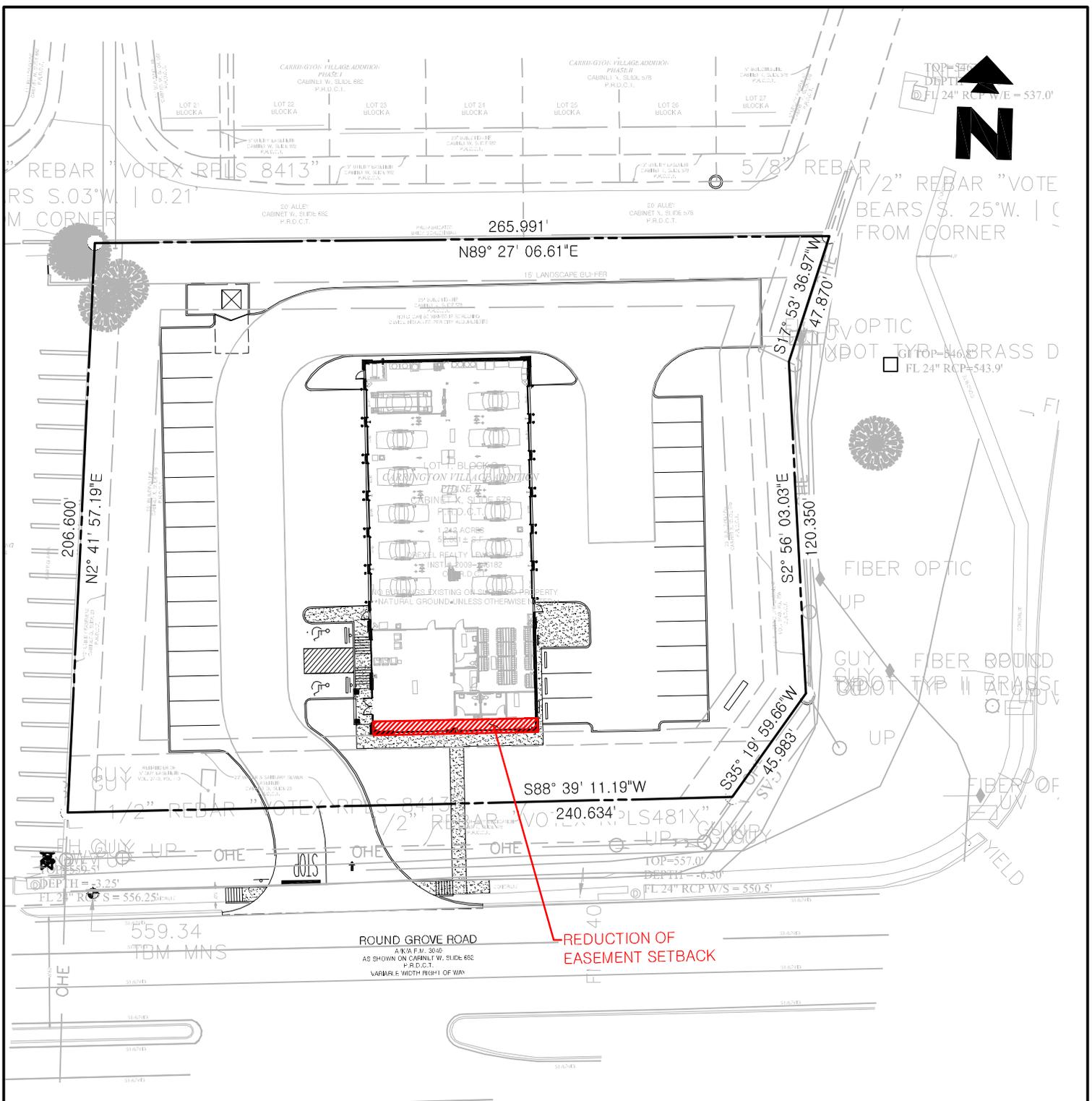
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3030 LBJ Freeway, Suite 100
Dallas, TX 75234

(972)488-3737
FAX (972)488-6732

GOODYEAR

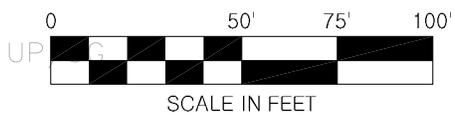
29310.0	1/25/16	ADS	BJD	TJA	TJA
CEI PROJECT NO.	DATE	DPOR	PM	DES	DRW
VARIANCE EXHIBIT				REV DATE	SHEET NO.
ROUND GROVE ROAD (F.M. 3040) & STATE HWY 121				1/25/16	----
LEWISVILLE, TEXAS				REV-1	----



REDUCTION OF EASEMENT SETBACK

VARIANCE APPROVED BY CITY COUNCIL ON _____

D. WAIVE 5' OF THE REQUIRED 10' BUILDING SETBACK FROM THE EXISTING 20' WATER AND SANITARY SEWER EASEMENT.



Engineering Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3030 LBJ Freeway, Suite 100
Dallas, TX 75234

(972)488-3737
FAX (972)488-6732

GOODYEAR

29310.0	1/25/16	ADS	BJD	TJA	TJA
CEI PROJECT NO.	DATE	DPOR	PM	DES	DRW

VARIANCE EXHIBIT
ROUND GROVE ROAD (F.M. 3040) & STATE HWY 121
LEWISVILLE, TEXAS

REV DATE	SHEET NO.
1/25/16	----
REV-1	----

JOB # 29310.0 DRAWING: 29310_SP.dwg LAST SAVED BY: TALLEY



Richard Luedke <rluedke@cityoflewisville.com>

Fw: Proposed Goodyear Auto Care Facility

2 messages

terrye <terryellis_@hotmail.com>

Sat, Jan 30, 2016 at 11:06 AM

To: "rluedke@cityoflewisville.com" <rluedke@cityoflewisville.com>

Richard,

My concern as a resident almost directly behind Goodyear as it sits today is the additional added noise and air pollution that comes with added vehicle maintenance capabilities. We currently are already experiencing attacks by mosquitos during spring summer and fall and I would anticipate the expansion would also allow them capabilities to change additional tire's which will also increase the breeding ground for even more mosquitoes which is a health issue in itself along with the added vehicle emissions.

Needless to say I always want to see the city of Lewisville expand with local business growth and expansion in most cases, however this expansion should possibly occur in an area where not as many famalies are trying to raise famalies in a clean, safe, unpoluted area.

My proposal is that if you allow this to continue to expand at its current location then property taxes be greatly reduced to everyone that will be affected by the outcome of the expansion to offset cost of additional mosquito spraying for our community along with air pollution testing in our immediate community. Or the council could simply move in to our community to share the pain and wealth of what we will contend with be required to contend with if they approve the expansion.

Sincerely,
Terry Ellis- taxpayer
234 Carrington Lane
Lewisville, Texas 75067

Richard Luedke <rluedke@cityoflewisville.com>

Mon, Feb 1, 2016 at 1:05 PM

To: terrye <terryellis_@hotmail.com>

Mr. Ellis,

Thank you for submitting your comments concerning the Special Use Permit (SUP) for the proposed Goodyear Auto Care facility at the northwest corner of FM 3040 and SH 121 Business. Staff has sent your comments to the members of the Planning and Zoning Commission, which will hold a public hearing concerning this SUP request on Tuesday, February 2, 2016 at 6:30 p.m. in the Council Chamber at Lewisville City Hall. Please contact me if you have any further questions or concerns.

Thank you,

Richard E. Luedke, AICP

Planning Manager

City of Lewisville

151 W Church Street

Lewisville, TX 75057

wk: (972)-219-3456

www.cityoflewisville.com



Richard Luedke <rluedke@cityoflewisville.com>

Goodyear expansion on 3040

2 messages

Kim Keefe <kimkef@sbcglobal.net>

Mon, Feb 1, 2016 at 9:24 AM

To: "rluedke@cityoflewisville.com" <rluedke@cityoflewisville.com>

Dear Mr. Luedke,

I am writing you in protest against the expansion of the Goodyear facility on 3040. I live behind the current facility and find it annoying how they work on cars late into the evening. When I retire for the night all I hear is engines revving and noise that is annoying and disruptive. Expanding this facility would cause more of the same. Not to say the increase in "health issues." We would experience a decrease in clean air for the engine work as well as an increase in Mosquitos from the large amount on tires being discarded. In addition Carrington Village has to bear the brunt of the wall repairs due to the way they park their cars against our wall. At a minimum the city should require them to put up a 10' wall for noise abatement.

I strongly am against this expansion and hope the City of Lewisville will work with our community to vote against this expansion.

Thank you for consideration of those of us behind this facility who do not want our property values reduced because of this expansion.

Regards,
Kim Keefe
222 Carrington Ln

Sent from my iPhone

Richard Luedke <rluedke@cityoflewisville.com>

Mon, Feb 1, 2016 at 1:18 PM

To: Kim Keefe <kimkef@sbcglobal.net>

Ms. Keefe,

Thank you for submitting your comments concerning the Special Use Permit (SUP) for the proposed Goodyear Auto Care facility at the northwest corner of FM 3040 and SH 121 Business. Staff has sent your comments to the members of the Planning and Zoning Commission, which will hold a public hearing concerning this SUP request on Tuesday, February 2, 2016 at 6:30 p.m. in the Council Chamber at Lewisville City Hall. Please contact me if you have any further questions or concerns.

Thank you,

Richard E. Luedke, AICP

Planning Manager

City of Lewisville

151 W Church Street

Lewisville, TX 75057

wk: (972)-219-3456

www.cityoflewisville.com



Richard Luedke <rluedke@cityoflewisville.com>

Goodyear Development proposal

2 messages

Castello, Jeff <Jeff.Castello@gcinc.com>

Mon, Feb 1, 2016 at 11:00 PM

To: "rluedke@cityoflewisville.com" <rluedke@cityoflewisville.com>

Cc: "John Taylor (jhtaylor5@gmail.com)" <jhtaylor5@gmail.com>, Betsy Zeh <mystang1997@verizon.net>, Bette <betternlpc@yahoo.com>, Richard Jarrett <richardjarrett122867@gmail.com>, Tina <tmccalip2@yahoo.com>, "denise.cullins@fsresidential.com" <denise.cullins@fsresidential.com>, "Shelli James (shellirjames@gmail.com)" <shellirjames@gmail.com>, "terryellis_@hotmail.com" <terryellis_@hotmail.com>

To: Richard Luedke, AICP

Planning Manager City of Lewisville

RE: Case No. SUP-2016-02-01

With regard to the proposed Goodyear Auto Care Facility I have a few questions and concerns I would like to share:

- One question is has there been an Environmental Impact Study completed for this proposed development to evaluate the increased noise pollution? If not, I hope one will be required prior to the development being considered so the overall impact is known and addressed properly prior to approving this development. My overall concern is if this new facility is approved there is the potential for the impact/waste to double or triple now that there would be a larger facility with more repair bays plus the opportunity for another business to move into the existing repair facility.
- The current Goodyear business in operation directly adjacent to potential new facility is directly behind our home is a nuisance and extremely noisy.
- Carrington Village sound wall has been damaged from Goodyear backing vehicles and/or equipment into the wall between our alley and their facility, when our Home Owners Association manager called their attention to the issue the associate insisted it was not due to them. I have attached a few pictures showing damage to the wall, trash in and around the tire disposal area and some of the extremely damaged vehicles that are stored at their current facility parking lot. Also, this past summer there was an old motorhome parked at their facility with people staying in it and working on vehicles at all hours of the night.
- The existing sound wall is too low along the proposed building site to protect residents from excessive noise, I recommend a sound wall be raised to maximum allowed height and evergreen trees be planted to further block sound and assist in maintaining air quality.

- The current Goodyear business is prone to excessive noise, there have been numerous calls to the police regarding a generator running in the parking lot in the middle of the night while working on vehicles overnight.
- Please also take note of the derelict vehicles that are parked at this business, I am attaching pictures, these vehicles that are parked here over the weekend seem to belong in the wrecking yard as opposed to an auto repair shop that specializes in tire replacement and repair.

I am definitely in favor of business growth in our community, but I feel this development/expansion could definitely negatively impact our home property values and the overall beauty of our Community with it being approved without a requirement to install an appropriate height sound wall & vegetation to help mitigate the increased noise pollution.

Thank you in advance for considering our concerns.

Jeff Castello

230 Carrington Ln

831.402.6942

Richard Luedke <rluedke@cityoflewisville.com>
To: "Castello, Jeff" <Jeff.Castello@gcinc.com>

Tue, Feb 2, 2016 at 3:41 PM

Mr. Castello,

Thank you for submitting your comments concerning the Special Use Permit (SUP) for the proposed Goodyear Auto Care facility at the northwest corner of FM 3040 and SH 121 Business. Staff has sent your comments to the members of the Planning and Zoning Commission, which will hold a public hearing concerning this SUP request tonight (Tuesday, February 2, 2016) at 6:30 p.m. in the Council Chamber at Lewisville City Hall. Please contact me if you have any further questions or concerns.

Thank you,

Richard E. Luedke, AICP

Planning Manager

City of Lewisville

151 W Church Street

Lewisville, TX 75057

wk: [\(972\)-219-3456](tel:972-219-3456)

www.cityoflewisville.com



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February 15, 2016

Richard E. Luedke, AICP
Economic Development and Planning
City of Lewisville
151 West Church St.
P.O. BOX 299002
Lewisville, TX 75029-9002

RE: Special Use Permit- Case No. SUP 2016-02-01

Mr. Luedke,

Please accept this letter to document our opposition the Special Use Permit requested for a free-standing Good Year Auto Care facility at the Northwest corner of FM 3040 and SH121 Business, Lot 1, Block G, Carington Village Addition Phase II.

The intended use of the prime corner of FM 3030 and SH121 Business is not becoming of the redevelopment of the area. The Good Year store would create an industrial look at the prime entry into a professional area. An auto repair establishment should not be on this prime corner.

Thank you,

Lois Perrine
Daddy Rabbit's Pub
297 W. FM 3040 Suite 200
Lewisville, TX 75067

214-674-9212



TCP LEWISVILLE PARTNERS II, LP

Robert B. Neely
President of the General Partner
500 North Akard, Suite 3240
Dallas, Texas 75201
214.389-8910
email: rneely@tcprealty.com

Via email to: jsin@cityoflewisville.com

February 15, 2016

Mr. Richard E. Luedke, AICP

Economic Development and Planning
City of Lewisville
151 West Church St.
P.O. BOX 299002
Lewisville, TX 75029-9002

RE: Round Grove Road and SH 121 Business
Special Use Permit- Case No. SUP 2016-02-01

Dear Mr. Luedke,

I represent the owner, TCP Lewisville Partners II, LP, of Round Grove Shopping Center located adjacent to the subject property where a SUP is proposed for a Good Year. Lewisville Partners has been the owner of the project for over 20 years.

Please accept this letter to evidence our opposition to the SUP.

There is a tire and car repair shop in Round Grove Shopping Center and we, along with most of our tenants, are opposed to having another one right next door. Simon Auto Repair and Christian Auto Shop are west and WalMart Tire and Auto just east. Adding another one is just saturation!

This is a prime corner and should be a pleasant business or retail establishment that enhances the neighborhood and makes the community proud.

Regards,

A handwritten signature in black ink, appearing to read 'Robert Neely', written in a cursive style.

Robert B. Neely



TCP LEWISVILLE PARTNERS II, LP

Via email to: jsin@cityoflewisville.com
rluedke@cityoflewisville.com

Robert B. Neely
President of the General Partner
500 North Akard, Suite 3240
Dallas, Texas 75201
214.389-8910
email: rneely@tcprealty.com

February 15, 2016

Mr. Richard E. Luedke, AICP, Economic Development and Planning
Mayor and Council Members
City of Lewisville
151 West Church St.
P.O. BOX 299002
Lewisville, TX 75029-9002

RE: Round Grove Road and SH 121 Business
Special Use Permit- Case No. SUP 2016-02-01

Dear Gentlemen and Ladies,

I had previously sent an opposition letter and wish to amend as further information has come to light.

Per the published agenda, the SUP is not just asking for allowing an auto and tire facility, it is also requesting four variances:

1. to waive the deceleration requirement;
2. to waive the 250-foot control of access from the intersection of SH 121 Business;
3. to waive the 230-foot driveway spacing requirement from an existing driveway on a separate lot; and
4. to reduce the required 10-foot setback to 5 feet from the existing water and sanitary sewer easement.

These exceptions have not been fully digested by the neighborhood as the SUP has been on an extremely limited time schedule. The notice letter is dated January 22nd which is less than a month ago and MOST IMPORTANTLY did not have any mention of the variances requested.

On behalf of the neighboring community, we respectfully request a delay (at least until April) to allow adequate time to study, analyze and give everyone a full understanding of the impact of the variances requested.

Regards,

Robert B. Neely



TCP REALTY SERVICES, LLC
Commercial Real Estate Services

Rubin A. Kremling, CCIM, CPM
Vice President
5858 Westheimer, Suite 800
Houston, Texas 77057
713 243-6800 Office
713 243-6901 Fax
rkremling@tcprealty.com

February 15, 2016

Attn: Richard E. Luedke, AICP

Economic Development and Planning
City of Lewisville
151 West Church St.
P.O. BOX 299002
Lewisville, TX 75029-9002

RE: Special Use Permit- Case No. SUP 2016-02-01

Mr. Luedke,

Please accept this letter to document our opposition the Special Use Permit requested for a free-standing Good Year Auto Care facility at the Northwest corner of FM 3040 and SH121 Business, Lot 1, Block G, Carington Village Addition Phase II.

TCP Realty Services is the leasing agent for the Round Grove Shopping Center located adjacent to the subject property. Round Grove Shopping Center has Lewisville Tire & Service Shop currently as a tenant and with another car repair and tire shop, it will become an auto row. This is not favorable for the area and will hurt leasing in the area.

The intended use of the prime corner of FM 3030 and SH121 Business is not becoming of the redevelopment of the area. The Good Year store would create an industrial look at the prime entry into a professional area. An auto repair establishment should not be on this prime corner.

Thank you,
TCP Realty Services, LLC

A handwritten signature in black ink that reads "Rubin Kremling".

Rubin A. Kremling, CCIM, CPM
Vice President



Richard Luedke <rluedke@cityoflewisville.com>

Fwd: the free standing auto care

June Sin <jsin@cityoflewisville.com>
To: Richard Luedke <rluedke@cityoflewisville.com>

Tue, Feb 16, 2016 at 4:17 PM

Richard,

This letter is for the Goodyear SUP.
Thank you.

----- Forwarded message -----
From: **Dr. Lance Terry** <drt@drlanceterry.com>
Date: Tue, Feb 16, 2016 at 2:53 PM
Subject: the free standing auto care
To: jsin@cityoflewisville.com

February 15, 2016

Richard E. Luedke, AICP
Economic Development and Planning
City of Lewisville
151 West Church St.
P.O. BOX 299002
Lewisville, TX 75029-9002

RE: Special Use Permit- Case No. SUP 2016-02-01

Mr. Luedke,

Please accept this letter to document my opposition to the Special Use Permit requested for a free-standing Good Year Auto Care facility at the Northwest corner of FM 3040 and SH121 Business, Lot 1, Block G, Carrington Village Addition Phase II.

The intended use of the prime corner of FM 3030 and SH121 Business is not becoming of the redevelopment of the area. The Good Year store would create an industrial look at the prime entry into a professional area.

I am already disappointed that a Condom Sense and a Vape shop has moved into a free standing building at the corner of Round Grove and Edmonds, that was once a dry cleaning facility.

In 2017, it will be 20 years that I opened my office, Vista Ridge Chiropractic, at Round Grove and Deer Run. I have enjoyed the area and providing professional healthcare to those around me. It saddens me that this side of Lewisville may turn into an embarrassment to Lewisville.

Never the less an auto repair establishment should not be on this prime corner.

Thank you,

Lance Terry

Vista Ridge Chiropractic

Lewisville Tx, [972-315-0518](tel:972-315-0518)

www.drlanceterry.com

—

June Sin

Planner

Economic Development & Planning

[972\) 219-3417](tel:972-219-3417)

CAD Operations Report

LEWISVILLE

Call Number 15089041

Printed: 01/29/2016 10:01 AM

Call Detail Information

Jurisdiction: LEWISVILLE

Call Number 15089041	Taker GPEDIGO	Pos 7	Call Owner	Status C	Date - Time Received Fri 10/02/2015 23:14:47	Inj 0			
Complaint ND NOISEDIST	Ten Code	Priority 3	Fire Grade	Class G	Alarm	How Received			
Incident Location 297 W ROUND GROVE RD	Apartment/Suite 240	Floor/Bldg	Incident City LEWISVILLE	State TX	ZIP 00000-0000				
Caller Name ELLIS, TERRY	Telephone	Alt Telephone	Tower ID						
Caller Location CARRINGTON LANE	Apartment/Suite	Floor/Bldg	Caller City LEWISVILLE	State TX	ZIP 00000-0000				
Landmark GOODYEAR TIRE-LEWISVILLE TIRE & SVC	Weapons								
IRA 326	Grid	Disp Zone DIST3	Fire Run Zn 3A	EMS Run Zn	ESN	Tract 326			
<input checked="" type="checkbox"/> Contacts	<input type="checkbox"/> Fire Plan	<input type="checkbox"/> Hazard	<input type="checkbox"/> Images	<input type="checkbox"/> Medical	<input type="checkbox"/> Traffic	<input checked="" type="checkbox"/> Previous			
<input type="checkbox"/> BOLO	<input type="checkbox"/> Warrant	RMS CH	RMS Alerts	<input type="checkbox"/> In Progress	<input type="checkbox"/> Report Req	<input type="checkbox"/> Subject Req			
ALL Time	Call Rec'd 23:14:47	Xmit 23:15:16	Dispatch 00:19:37	Enroute 00:19:37	OnScene 00:19:42	Departed	Arrived	Comp 00:23:17	Unit 449
X:	Y:	Z:	Lwr: S SH 121 BUS		Upr: DEER RUN				

Narrative...

[10/02/2015 23:15:16 : pos7 : GPEDIGO]
 Cross streets: S SH 121 BUS//DEER RUN
 Landmark: GOODYEAR TIRE-LEWISVILLE TIRE & SVC
 Geo Comment: MAPSCO 1A-A BOX 326

CALLER SAID EVERY NIGHT PARK THEIR RV AND IT IS VERY LOUD.

[10/02/2015 23:15:28 : pos7 : GPEDIGO]
 CALLER CAN HEAR IT AT THIER RESD

[10/02/2015 23:16:48 : pos7 : GPEDIGO]
REC ANOTHER CALL FROM A NEIGHBOR ON CARRINGTON.

[10/03/2015 00:23:01 : MOB : 449]
NO RV. LOCATED A TRUCK WITH LOUD MUFFLER BUT HE WAS IN THE PROCESS OF LEAVING AND JUST STARTED IT HE SAID. OFC CLR

Location Comment
 Geo Comment: MAPSCO 1A-A BOX 326

Department Numbers

Department	Dept Number	Unit ID
LPD	15078951	449

LEWISVILLE

Call Number 15089041

Printed: 01/29/2016 10:01 AM

Call Dispositions

Date - Time	Disposition	Unit Id
2015/10/03 00:23:13	NO REPORT MADE	

Call Log

Unit	Status	Date - Time	Dept	Type	Comments	Officers	Odo
449	ENR	10/3/2015 00:19:37	LPD	POL	297 W ROUND GROVE RD, LEWISVILLE	B.AFREDRIC	0.0
449	ONS	10/3/2015 00:19:42	LPD	POL	297 W ROUND GROVE RD, LEWISVILLE	B.AFREDRIC	0.0
449	COM	10/3/2015 00:23:16	LPD	POL	COM	B.AFREDRIC	0.0

Unit	Dept	DIS	ENR	ONS	LEF	ARR	BUS	REM	COM
449	LPD		00:19:37	00:19:42					00:23:16

Unit Log

Date-Time	Dept	Unit	Officer ID	Action	Comments
10/03/2015 00:20:42	LPD	449	B.AFREDRIC	NCIC VEHICLE	TX,AC97779,2010,PC,,,,,, 297 W ROUND GROVE RD, LEWISVILLE

Category	Last Name	First Name	Middle Name	Suffix	Crim Hist	RMS Alerts			
		Race	Sex	Ethnic	Height	Weight	Age	DOB	OLN
		Clothing			Demeanor				
		Relationship			Hair Color	Eye Color	Complexion		
Business Name		Description							
Location		Apt/Ste	Fir/Bld	City	ST	ZIP	Phone		

Call Subject Statistics

Question	Answer
----------	--------

Call References

Reference_Type	Reference	Related_Calls
----------------	-----------	---------------

CAD Operations Report

LEWISVILLE

Call Number 15094492

Printed: 01/29/2016 10:01 AM

Call Detail Information

Jurisdiction: LEWISVILLE

Call Number	Taker	Pos	Call Owner	Status	Date - Time Received	Inj
15094492	TWHITLEY	8		C	Mon 10/19/2015 22:12:27	0

Complaint	Ten Code	Priority	Fire Grade	Class	Alarm	How Received
ND NOISEDIST		3		G		

Incident Location	Apartment/Suite	Floor/Bldg	Incident City	State	ZIP
297 W ROUND GROVE RD	240		LEWISVILLE	TX	00000-0000

Caller Name	Telephone	Alt Telephone	Tower ID
			- -

Caller Location	Apartment/Suite	Floor/Bldg	Caller City	State	ZIP
297 W ROUND GROVE RD	240		LEWISVILLE	TX	00000-0000

Landmark	Weapons
GOODYEAR TIRE-LEWISVILLE TIRE & SVC	

IRA	Grid	Disp Zone	Fire Run Zn	EMS Run Zn	ESN	Tract
326		DIST3	3A			326

<input type="checkbox"/> Contacts	<input type="checkbox"/> Fire Plan	<input type="checkbox"/> Hazard	<input type="checkbox"/> Images	<input type="checkbox"/> Medical	<input type="checkbox"/> Traffic	<input checked="" type="checkbox"/> Previous
<input type="checkbox"/> BOLO	<input type="checkbox"/> Warrant	<input checked="" type="checkbox"/> RMS CH	<input type="checkbox"/> RMS Alerts	<input type="checkbox"/> In Progress	<input type="checkbox"/> Report Req	<input type="checkbox"/> Subject Req

ALI Time	Call Rec'd	Xmit	Dispatch	Enroute	OnScene	Departed	Arrived	Comp	Unit
	22:12:27	22:12:38	22:32:29	22:32:29	22:37:13			22:44:47	231

X: Y: Z: Lwr: S SH12 BUS Upr: DEER RUN

Narrative...

[10/19/2015 22:12:38 : pos8 : TWHITLEY]
 Cross streets: S SH12 BUS//DEER RUN
 Landmark: GOODYEAR TIRE-LEWISVILLE TIRE & SVC
 Geo Comment: MAPSCO 1A-A BOX 326

[10/19/2015 22:13:19 : pos8 : TWHITLEY]
 COMP CALLING FROM CARRINGTON LN

SAID THAT IT IS AN ONGOING ISSUE WITH THE GENERATOR
 RUNNING HERE AFTER HOURS AND IT IS DISTURBING THE PEACE

[10/19/2015 22:38:29 : pos4 : EFLOWERS]
 231/OUT WITH SOME PEOPLE WORKING ON A VEH

[10/19/2015 22:38:40 : pos4 : EFLOWERS]
 NOT SURE IF THEY ARE EMPLOYEES ARE NOT

[10/19/2015 22:40:14 : pos4 : EFLOWERS]
 231 ON NCIC

[10/19/2015 22:43:38 : MOB : 231]
 Loud generator running in back of business, subject had it on truck to run lights while he worked on a car. verbal warning.

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 GRANTING A SPECIAL USE PERMIT FOR MINOR AUTOMOBILE SERVICES CONSISTING OF A FREE-STANDING GOODYEAR AUTO CARE FACILITY; ON A 1.212-ACRE LOT, LEGALLY DESCRIBED AS LOT 1, BLOCK G, CARRINGTON VILLAGE ADDITION PHASE II; LOCATED ON THE NORTHWEST CORNER OF FM 3040 AND SH 121 BUSINESS AND ZONED GENERAL BUSINESS DISTRICT (GB); PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING A REPEALER; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made requesting approval of a Special Use Permit for minor automobile services 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; and said Planning and Zoning Commission has recommended that the Special Use Permit on the 1.212-acre lot, as described in the attached Exhibit “A” (the “Property”), be **approved with conditions**; and

WHEREAS, this application for a Special Use Permit comes before the City Council of the City of Lewisville, Texas (the “City Council”) after all legal notices, requirements, conditions and prerequisites have been met; and

WHEREAS, the City Council at a public hearing has determined that the proposed use, subject to the condition(s) stated herein: (1) complements or is compatible with the surrounding uses and community facilities; (2) contributes to, enhances, or promotes the welfare of the area of

request and adjacent properties; (3) is not detrimental to the public health, safety, or general welfare; and (4) conforms in all other respects to all zoning regulations and standards.

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

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

SECTION 2. SPECIAL USE PERMIT GRANTED. Subject to the conditions provided for herein, applicant is granted a Special Use Permit to allow minor automobile services consisting of a free-standing Goodyear Auto Care Facility on the Property, which is zoned General Business (GB).

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

1. in compliance with the narrative and development plan, landscape plan, elevations and photometric plan, attached hereto as Exhibit "B";
2. in accordance with all federal, state, and local laws and regulations;
3. by prohibiting the overnight storage of vehicles;
4. by prohibiting the outside storage of tires and other materials on the site; and
5. by restricting the hours of operation from 7:30 a.m. to 7:00 p.m. Monday through Friday; from 8:00 a.m. to 5:00 p.m. on Saturday and closed on Sunday.

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

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

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

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

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 7TH DAY OF MARCH, 2016.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

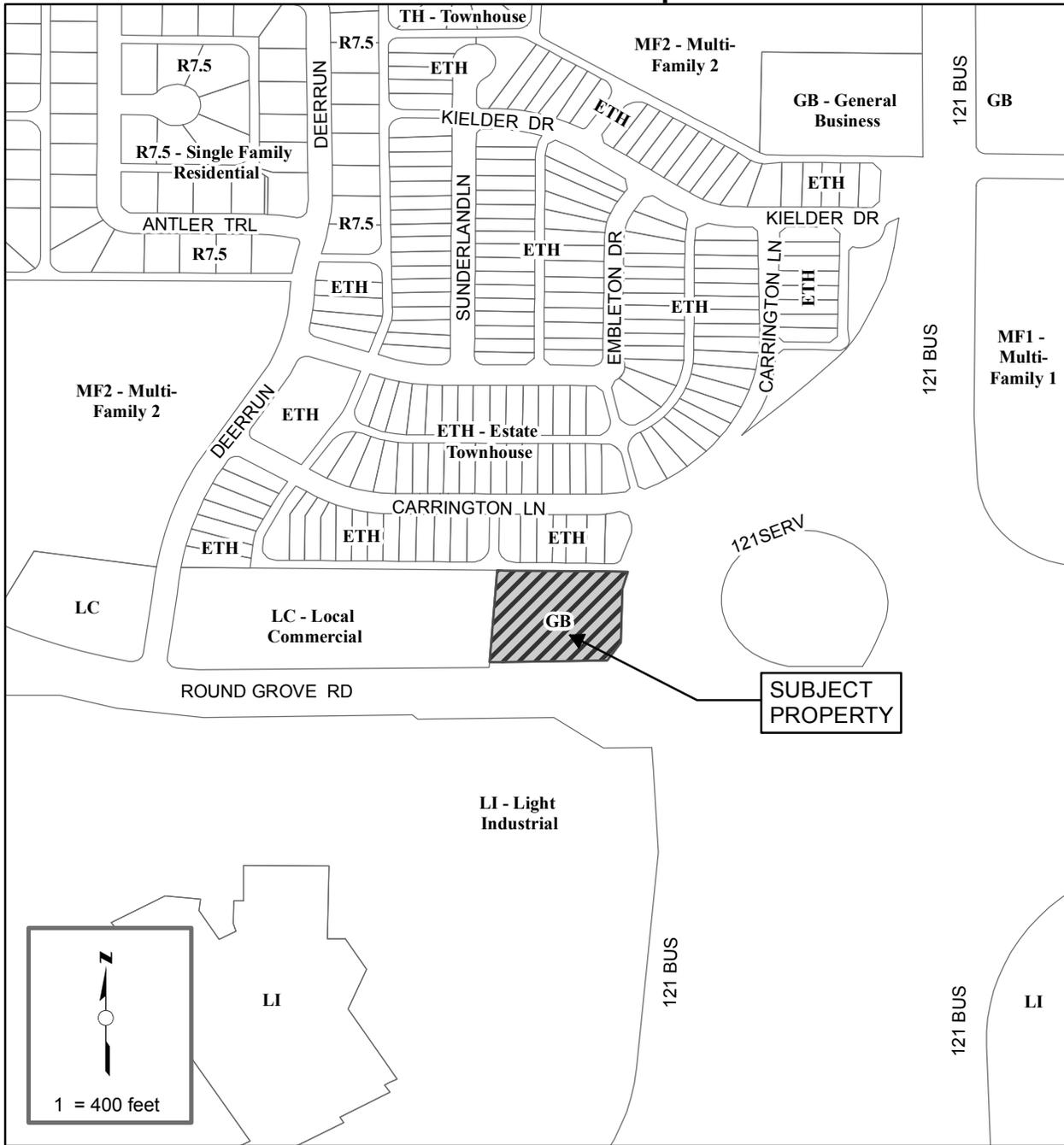
Exhibit A
Property Description

ORDINANCE NO. _____

Page 6

Exhibit B
SUP Narrative
Development Plan
Landscape Plan
Elevations
Photometric Plan

Location Map



CASE NO. SUP-2016-02-01

COMPANY NAME: HUMMEL INVESTMENTS LLC

PROPERTY LOCATION: NWC OF FM 3040 AND SH 121 BUSINESS (1.212-ACRES)

CURRENT ZONING: GENERAL BUSINESS (GB)

REQUESTED USE: A SPECIAL USE PERMIT (SUP) FOR A GOODYEAR AUTO CARE FACILITY

EXHIBIT B

Hummel Investments LLC

Real Estate Development

January 22, 2016

City of Lewisville
Planning Department
151 W. Church Street
Lewisville, TX 75209

**Re: Goodyear Auto Care Center
NWC FM 3040 & SH 121 Business**

To Whom It May Concern:

Gocha, LLC is a Goodyear Dealer that plans to develop the vacant northwest corner of FM 3040 & SH 121 to accommodate a free-standing Goodyear Auto Care facility. The development will consist of the auto care building, parking area and landscape buffers.

Gocha, LLC currently operates in the adjacent shopping center directly to the west of this site. Their existing facility in the adjacent shopping center is leased from the shopping center owner and is antiquated and too small for their operation. For these reasons Gocha, LLC is planning to invest in the City of Lewisville by purchasing the subject site and building a new auto care facility. Also, when the new facility is completed, Gocha will cease operations in the shopping center.

This Goodyear Auto Care facility will provide the same services as are currently offered at Gocha's adjacent leased facility. These services include tire sales & installation, wheel alignment, fluid replacements, brake service, routine maintenance, as well as diagnostic and minor auto repairs. They do not perform body work or painting of vehicles. The hours of operation are from 7:30 AM to 6:00 PM Monday thru Friday, 8:00 AM to 5:00 PM on Saturday and the store is closed on Sunday. During the summer months, the store stays open until 7:00 PM Monday thru Friday.

The proposed development includes an approximately 7,800 square foot building with 12 Service Bays and a Customer Waiting Area. As for the site layout, the building is oriented such that the bay doors face east and west and DO NOT face Round Grove Road/FM 3040 per Staff's request. Parking for customers will be between the building and the west property line. Additional parking will be situated between the building and the SH 121 ROW. There will be no parking between the building and the street OR between the building and the rear property line/adjacent residential properties to the north.

We are proposing to place the front wall of the building as far to the south as possible – abutting the 25' Building Setback Line along Round Grove Road/FM 3040. The City Engineering Dept. has determined that the existing 20' Water and Sanitary Sewer Easement is not needed and is suggesting that the easement be abandoned via a separate action after the SUP is approved. However, since the easement is still of record, we are requesting a Variance for a reduction of the city standard "10' building setback from the edge of an easement" so that the building can be placed at the 25' Building Setback Line. The paved access drive at the rear of the site will be set back from the north property line, which abuts the adjacent residential use, at least 15' and more that 15' at some points – significantly more than required by city regulations. This will allow a greenbelt which will have significant landscape screening and berming.

Hummel Investments LLC

Real Estate Development

Access to the site is provided by the existing drive approach on to FM 3040. This existing drive approach was installed as part of the recent reconfiguration/construction of the FM 3040/SH 121 Bus. Interchange. The location of this drive approach was determined by TxDot in order to provide access to the site knowing that at that time and they were aware that the circumstances were such that some of their standards could not be met. We are requesting a Variance for a waiver of the Deceleration Lane requirement, the 250' setback for a driveway from the SH 121 intersection and the 250' driveway spacing requirement. The request and supporting exhibits for which are part of our re-submittal package.

We are proposing heavy landscape buffers on all four sides of the property with trees and shrubbery in widths that exceed the city requirements.

The developer for this project is Hummel Investments, 8117 Preston Road, Suite 120 Dallas, TX 75225. The contact at Hummel is Steve Meier, 214-632-9611.

The attached documents include an SUP application, site plan, landscape plan and exterior elevations. If you have any questions or comments, please do not hesitate to call.

Sincerely,



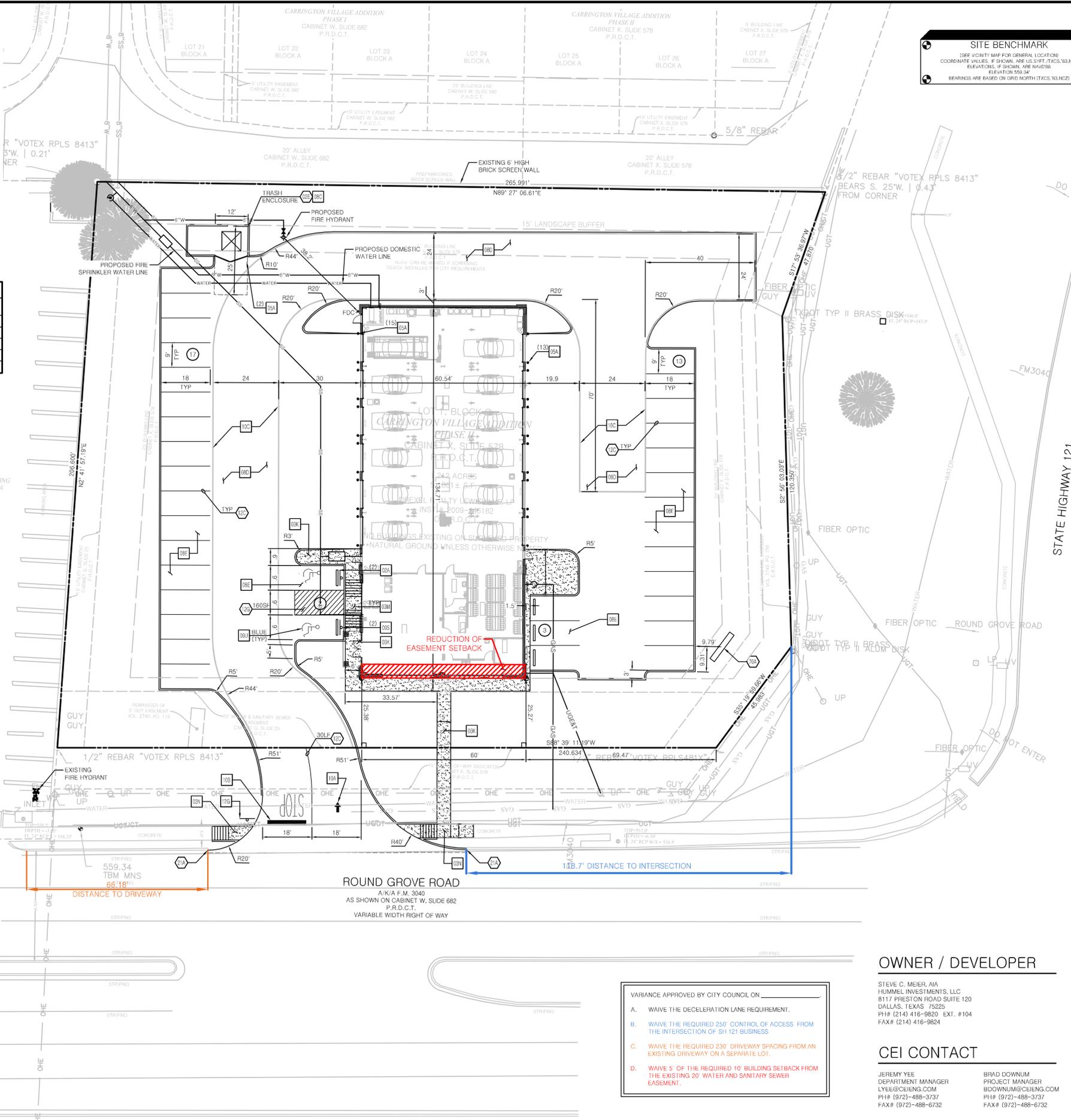
Steve C. Meier, AIA
Hummel Investments LLC



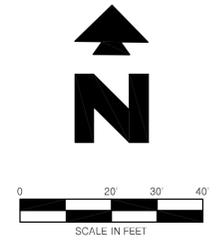
Vicinity Map

SCALE: 1" = 1,000'

SITE DATA	
SITE AREA:	1.212 ACRES (52,801 S.F.)
BLDG AREA:	8,103 S.F.
ZONING:	GB (GENERAL BUSINESS)
PARKING PROVIDED:	12 BAYS+35 OUTSIDE+47 SPACES
PARKING RATIO:	1/200
WORK BAYS PROVIDED:	12 BAYS



SITE BENCHMARK
 1886 VICINITY MAP FOR GENERAL LOCATION
 COORDINATE VALUES, IF SHOWN, ARE US S'YPT (TXCS, 83)N'CZ
 ELEVATIONS, IF SHOWN, ARE NAVD83
 ELEVATION 559.34
 BEARINGS ARE BASED ON GRID NORTH (TXCS, 83)N'CZ



NOTE:
 SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

LEGEND

EXISTING					
---	PROPERTY LINE	⊕	FIRE HYDRANT	⊕	STORM MANHOLE
---	RIGHT OF WAY	⊕	GRATE INLET	⊕	TELEPHONE MANHOLE
X'G	GAS	⊕	GAS METER	⊕	UTILITY CABINET
X'SS	SANITARY SEWER	⊕	GAS METER	⊕	UTILITY VAULT
UG	UNDERGROUND ELECTRIC	⊕	UTILITY POLE ANCHOR	⊕	UTILITY POLE
UGT	UNDERGROUND TELEPHONE	⊕	IRRIGATION VALVE	⊕	UTILITY SIGN
X'W	WATER	⊕	LANDSCAPE OR TREE LINE	⊕	WATER VALVE
OHT	OVERHEAD TELEPHONE	⊕	LANDSCAPE OR TREE LINE	⊕	ONE-FT CONTOUR (MAY 1988)
OHE	OVERHEAD ELECTRIC	⊕	LANDSCAPE OR TREE LINE	⊕	TREE
		⊕	LANDSCAPE OR TREE LINE	⊕	ROAD SIGN
		⊕	LANDSCAPE OR TREE LINE	⊕	36" SPOT ELEVATION

PROPOSED			
---	PROPERTY LINE/RIGHT OF WAY LINE	FDC	FIRE DEPARTMENT CONNECTION
---	CONCRETE CURB AND GUTTER. SEE DETAIL 01A/01B.		LIMITS OF SIDEWALKS AND CONCRETE APRONS (PER ARCH. PLANS)
⊕	BUILDING CONTROL POINT		
⊕	PROPOSED PARKING SPACES		

- GENERAL SITE NOTES**
- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL CURB RETURN RADI SHALL BE 2'. AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
 - UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS: ALL CURB AND GUTTER ADJACENT TO ASPHALT PAVING SHALL BE INSTALLED PER DETAIL 01A. ALL CURBING ADJACENT TO CONCRETE PAVING SHALL BE INSTALLED PER DETAIL 01B. PAVEMENT SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL 09C, 09D. ONE OVER THE ENTIRE PARKING LOT AREA AND ALL APPROACH DRIVES. ALL PARKING LOT STRIPING INCLUDING ACCESSIBLE AND VAN ACCESSIBLE SPACES SHALL BE PAINTED PER DETAIL-09L.
 - ALL PARKING LOT SIGN BASE SUPPORTS SHALL BE INSTALLED PER DETAIL 12F.
 - ALL ACCESSIBLE PARKING STALLS SHALL HAVE SIGNAGE INSTALLED PER DETAIL 09S.
 - THERE IS TO BE NO OUTSIDE VEHICLE STORAGE. ANY VEHICLES LEFT OVERNIGHT ARE TO BE PARKED INSIDE THE BUILDINGS GARAGE VEHICLE BAYS.
 - BUILDING WILL REQUIRE AN AUTOMATIC FIRE SPRINKLER SYSTEM. A FIRE HYDRANT ALONG THE REAR FIRE LANE AND A FIRE HYDRANT WITHIN 100-FEET OF THE FDC.

- SITE NOTES**
- 02E TRASH DUMPSTER ENCLOSURE (PER ARCH PLANS)
 - 12C 4 INCH REFLECTIVE WHITE LANE STRIPES (SEE LENGTH INDICATED AT SYMBOL)
 - 12E PEDESTRIAN CROSSING-4 INCH WIDE PAINTED WHITE STRIPES, 2.0 FOOT O.C. @ 45 DEGREES (SEE SIZE INDICATED AT SYMBOL)
 - 12G 4 INCH WIDE PAINTED WHITE STRIPES, 2.0 FOOT O.C. @ 45 DEGREES SEE SIZE INDICATED AT SYMBOL.
 - 21A TAPER CURB TO MATCH EXISTING CURB
 - 70A MONUMENT SIGN = 150 SQUARE FEET MAX (PER ARCH. PLANS)

- SITE DETAILS**
- 02A PRECAST CONCRETE WHEEL STOP
 - 03K CONCRETE SIDEWALK
 - 03M WHEELCHAIR RAMP IN SIDEWALK
 - 03N WHEELCHAIR RAMP IN SIDEWALK (TYPICAL AT EACH DRIVEWAY CURB RETURN)
 - 05A GUARD POST
 - 08C HEAVY DUTY CONCRETE PAVING
 - 08D Description Not Found
 - 08E STANDARD DUTY CONCRETE PAVING
 - 09S ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN
 - 09J ACCESSIBLE PARKING SYMBOL (SEE PAINT COLOR INDICATED AT SYMBOL)
 - 10A TRAFFIC FLOW ARROW
 - 10B STOP BAR
 - 10C FIRE LANE MARKING
 - 12G STOP SIGN

VARIANCE APPROVED BY CITY COUNCIL ON _____

- WAIVE THE DECELERATION LANE REQUIREMENT.
- WAIVE THE REQUIRED 250' CONTROL OF ACCESS FROM THE INTERSECTION OF SH 121 BUSINESS
- WAIVE THE REQUIRED 230' DRIVEWAY SPACING FROM AN EXISTING DRIVEWAY ON A SEPARATE LOT.
- WAIVE 5' OF THE REQUIRED 10' BUILDING SETBACK FROM THE EXISTING 20' WATER AND SANITARY SEWER EASEMENT.

OWNER / DEVELOPER

STEVE C. MEIER, AIA
 HUMMEL INVESTMENTS, LLC
 8117 PRESTON ROAD SUITE 120
 DALLAS, TEXAS 75225
 PH# (214) 416-9820 EXT. #104
 FAX# (214) 416-9824

CEI CONTACT

JEREMY YEE
 DEPARTMENT MANAGER
 LYEE@CEIENG.COM
 PH# (972)-488-3737
 FAX# (972)-488-6732

BRAD DOWNUM
 PROJECT MANAGER
 BDOWNUM@CEIENG.COM
 PH# (972)-488-3737
 FAX# (972)-488-6732

CARRINGTON VILLAGE ADDITION
 LOT 1, BLOCK G
 SITE AREA:
 1.212 ACRES (52,801 SF)
 ZONING:
 GB GENERAL BUSINESS

29310.0	1/25/16	ADS	BUD	TJA	TJA
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
CEI Engineering Associates, Inc.					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
3030 LBJ Freeway, Suite 100 Dallas, TX 75234			(972)488-3737 FAX (972)488-6732		

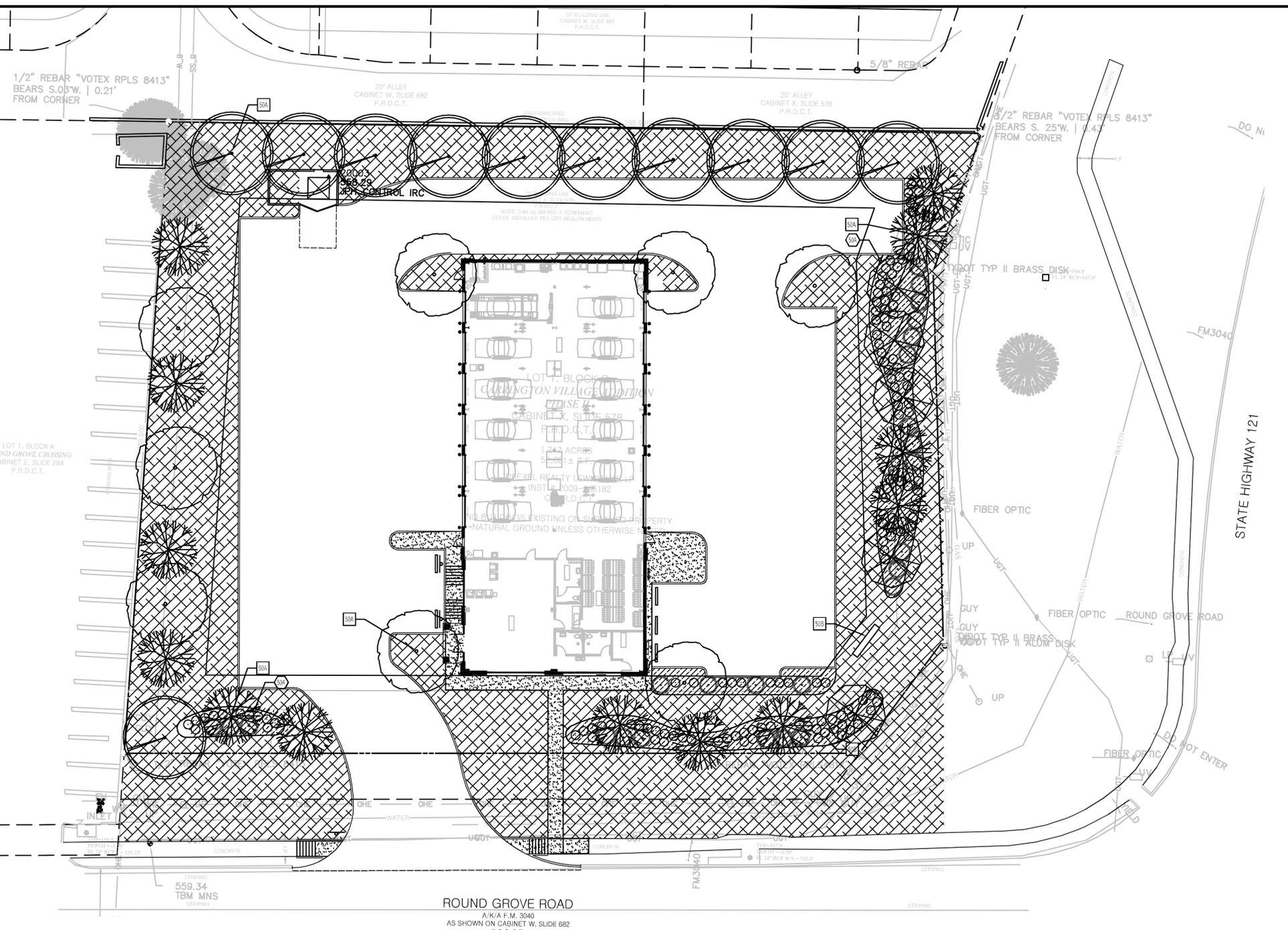
GOODYEAR

**ROUND GROVE ROAD (F.M. 3040) & STATE HWY 121
LEWISVILLE, TEXAS**

DEVELOPMENT PLAN

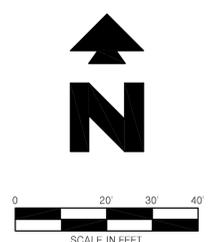
REV DATE	SHEET NO.
1/25/16	C30F10
REV-1	

F-7524



NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

SITE BENCHMARK
(SEE VERTICAL MAP FOR GENERAL LOCATION)
COORDINATE VALUES, IF SHOWN, ARE U.S. S'YET, 72ZCS, 83NCZ
ELEVATIONS, IF SHOWN, ARE NAVD83
ELEVATION 559.34
BEARINGS ARE BASED ON GRID NORTH (72CS, 83NCZ)



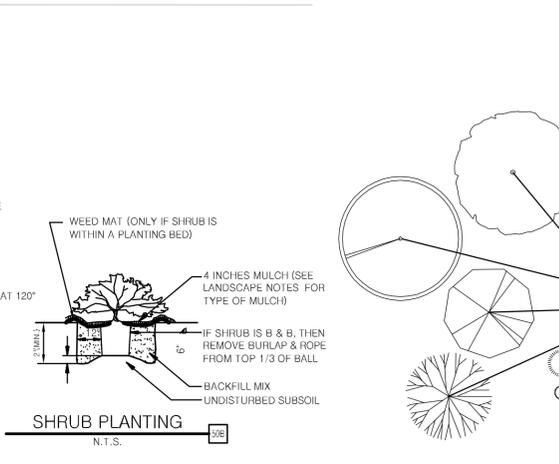
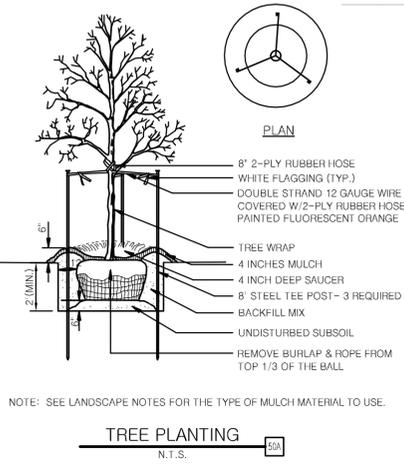
LEGEND

EXISTING		PROPOSED	
---	PROPERTY LINE	---	BERMUDA SOD
---	RIGHT OF WAY	---	4" HARDWOOD MULCH OVER LANDSCAPE FABRIC
X'G	GAS	○	TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)
X'SS	SANITARY SEWER	○	LANDSCAPE NOTES
UGT	UNDERGROUND TELEPHONE	○	LANDSCAPE DETAILS
X'W	WATER	○	50A TREE PLANTING
OHT	OVERHEAD TELEPHONE	○	50B SHRUB PLANTING
OHE	OVERHEAD ELECTRIC	○	
⊕	FIRE HYDRANT		
⊕	GRATE INLET		
⊕	GAS METER		
---	GAS LINE		
---	UTILITY POLE ANCHOR		
---	IRRIGATION VALVE		
---	LANDSCAPE OR TREE LINE		
---	WATER VALVE		
---	UTILITY SIGN		
---	UTILITY MAULT		
---	UTILITY POLE		
---	UTILITY CABINET		
---	STORM MANHOLE		
---	TELEPHONE MANHOLE		
---	UTILITY SIGN (NAVD 1988)		
---	ONE-FT CONTOUR		
---	TREE		
---	DIAMETER IN INCHES AT BREAST HEIGHT		



GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE FOR THE INSURING THAT ALL PROPOSED LANDSCAPING IS INSTALLED IN ACCORDANCE WITH PLANS, DETAILS, SPECIFICATIONS (IF APPLICABLE) AND ALL LOCAL CODES AND REQUIREMENTS.
- CONTRACTOR TO INSPECT SITE AND VERIFY CONDITIONS AND DIMENSIONING PRIOR TO PROCEEDING WITH WORK DESCRIBED HERE IN. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING ANY CONSTRUCTION.
- QUANTITIES PROVIDED IN THE PLANT LIST ARE FOR GENERAL USE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL PLANT AND LANDSCAPE MATERIAL QUANTITIES. SYMBOL COUNT ON PLAN TAKES PRECEDENCE OVER TABLE QUANTITIES.
- IMMEDIATELY AFTER AWARD OF CONTRACT, NOTIFY THE OWNER'S REPRESENTATIVE AND/OR THE LANDSCAPE ARCHITECT OF UNAVAILABILITY OF SPECIFIED PLANT MATERIAL FROM COMMERCIAL NURSERIES. THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS IF UNAVAILABILITY OCCURS. SUCH CHANGES SHALL NOT ALTER THE ORIGINAL BID PRICE UNLESS A CREDIT IS DUE TO THE OWNER.
- ALL PLANT MATERIALS TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1.
- CONTAINER GROWN STOCK SHOULD HAVE GROWN IN A CONTAINER LONG ENOUGH FOR THE ROOT SYSTEM TO HAVE DEVELOPED SUFFICIENTLY TO HOLD ITS SOIL TOGETHER.
- ANY PLANT SUBSTITUTIONS, RELOCATION, OR REQUIRED CHANGE SHALL REQUIRE THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER.
- THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REFUSE ANY MATERIAL THEY DEEM UNACCEPTABLE.
- COORDINATE WITH PROJECT REPRESENTATIVE FOR DISTURBED SITE TREATMENTS OUTSIDE LANDSCAPE IMPROVEMENTS. SEE CIVIL PLANS FOR SOIL STABILIZATION FOR EROSION CONTROL.
- CONTRACTOR TO ENSURE THAT AN AUTOMATED IRRIGATION SYSTEM THAT PROVIDES COMPLETE COVERAGE OF THE SITE IS INSTALLED PRIOR TO INSTALLING TREES/PALMS (SEE IRRIGATION PLAN SHEET IF PROVIDED). IF NO PLAN IS PROVIDED THE CONTRACTOR SHALL SUBMIT A PROPOSED DESIGN TO THE LANDSCAPE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE PROPOSED DESIGN MUST HAVE AN APPROVED BACKFLOW DEVICE AND RAIN SENSOR INSTALLED TO STOP IRRIGATION DURING RAIN EVENTS. CONTRACTOR SHALL ENSURE THAT THERE IS POSITIVE DRAINAGE AND NO PONDING OF WATER AT ROOT AREA.
- ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY RELOCATED TREES SHALL BE MAINTAINED UNTIL SUCH POINT AS TREE IS RE-ESTABLISHED. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION AT NO COST TO THE OWNER.
- ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
- THE CONTRACTOR IS ENCOURAGED TO COMPLETE TEMPORARY OR PERMANENT SEEDING OR SODDING IN STAGES FOR SOIL STABILIZATION AS AREAS ARE COMPLETED AFTER GRADING.
- ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
- CONTRACTOR SHALL PROVIDE EXPANSION AND CONTROL JOINTS ON ALL LANDSCAPE SPECIFIC CONCRETE PROJECTS (SEE HARDSCAPE PLAN FOR DETAILS).



PLANT LIST

QTY	COMMON NAME/ BOTANICAL NAME	ROOT	SIZE	REMARKS
8	CEDAR ELM <i>Ulmus crassifolia</i>	B&R	2.5" CAL	
11	LIVE OAK <i>Quercus virginiana</i>	B&R	2.5" CAL	
5	DESERT WILLOW <i>Chilopsis linearis</i>	B&R	2.5" CAL	
13	CHINESE PISTACHE <i>Pistacia chinensis</i>	B&R	2.5" CAL	
25	SILVERBERRY <i>Elaeagnus macrocarpa</i>	CONT.	5 CAL	
152	DWARF BURFORD HOLLY <i>Ilex cornuta 'Burfordiana'</i>	CONT.	5 GAL	18"-24" HEIGHT - PLANT 3" O.C.

CITY LANDSCAPE REQUIREMENTS

REQUIREMENT	REQUIRED	PROVIDED
TO LANDSCAPE STRIP WITH ONE SHADE TREE (2.5" CALIPER MINIMUM) SHALL BE PROVIDED PER EVERY 500 SQUARE FEET, OR ANY PORTION THEREOF, OF LANDSCAPED STRIP	4250 SF / 500 = 8.5 TREES	15 TREES
LANDSCAPE STRIP ALONG A STREET RIGHT-OF-WAY. EVERGREEN SHRUBS MUST BE PROVIDED FOR SCREENING.	SCREENING ALONG ROUND GROVE ROAD AND STATE HIGHWAY 121	66 SHRUBS PROVIDED
TREES MUST BE PROVIDED IN EACH PARKING LOT SPACED AT A RATIO OF ONE SHADE TREE (2.5" INCH CALIPER MINIMUM) FOR EACH 15 PARKING SPACES PROVIDED, OR ANY FRACTION THEREOF.	41 SPACED / 15 = 2.7 TREES	5 TREES
INTERIOR PARKING LOT LANDSCAPING TOTAL PARKING AREA 6-24,999 SF REQUIRED LANDSCAPING 5%	24,996 SF OF PARKING = 1,249 SF REQUIRED	2,199 SF (8.8%) OF INTERIOR LANDSCAPING PROVIDED
TOTAL NUMBER OF TREES ONSITE	12 TREES REQUIRED TOTAL	37 TREES PROVIDED

CARRINGTON VILLAGE ADDITION
LOT 1, BLOCK G
SITE AREA:
1.212 ACRES (52,801 SF)
ZONING:
GB GENERAL BUSINESS

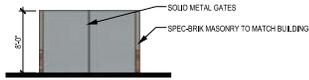
PRELIMINARY
NOT FOR
CONSTRUCTION

F-7524

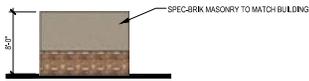
29310.0	1/22/16	ADS	BUD	MMP	MMP
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
CEI Engineering Associates, Inc.					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
3030 LBJ Freeway, Suite 100 Dallas, TX 75234			(972)488-3737 FAX (972)488-6732		
GOOD YEAR					
ROUND GROVE ROAD (F.M. 3040) & STATE HWY 121 LEWISVILLE, TEXAS					
LANDSCAPE PLAN				REV DATE 1/22/16 REV-1	SHEET NO. L1

PRELIMINARY

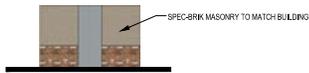
This document shall not be used for regulatory approval, permit, or construction. Released under the authority of Nicholas King Cade, TBAE license # 9301



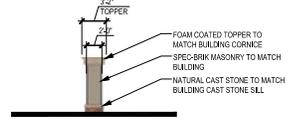
05 DUMPSTER ENCLOSURE
1/8"=1'-0"



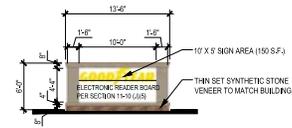
06 DUMPSTER ENCLOSURE
1/8"=1'-0"



07 DUMPSTER ENCLOSURE
1/8"=1'-0"



08 MONUMENT SIGN
1/8"=1'-0"



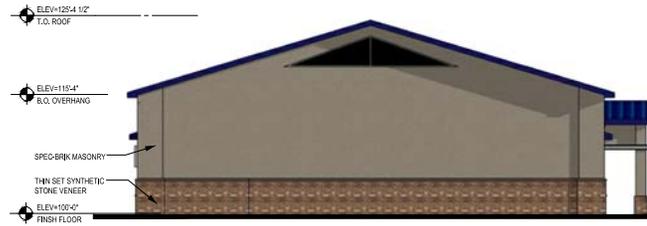
09 MONUMENT SIGN
1/8"=1'-0"



01 EAST ELEVATION
1/8"=1'-0"



02 WEST ELEVATION
1/8"=1'-0"



04 NORTH ELEVATION
1/8"=1'-0"



03 SOUTH ELEVATION
1/8"=1'-0"

NOTE:
THIS PROJECT IS ON A GATEWAY AND NO WALL ELEVATION CAN BE LESS THAN 80% BRICK VENEER

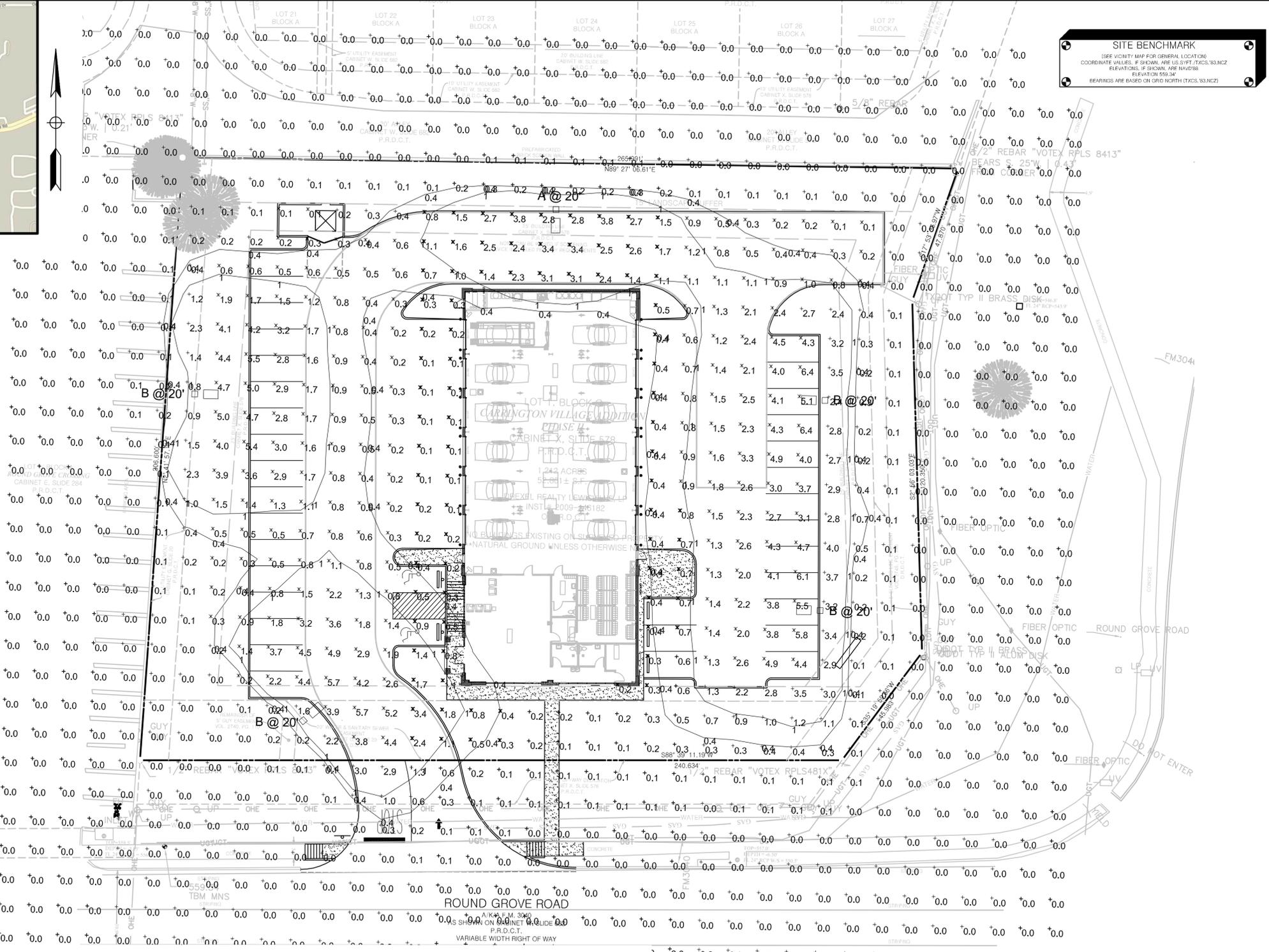


STATE HWY. 121 & ROUND GROVE RD.
COLORED ELEVATIONS
LEWISVILLE, TX - 28 JAN. 2016

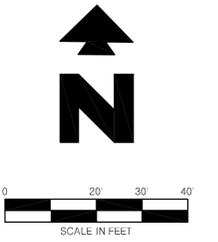




Vicinity Map
SCALE: 1" = 1,000'



SITE BENCHMARK
USFV VICINITY MAP FOR GENERAL LOCATION
COORDINATE VALUES, IF SHOWN, ARE US S'YPT (TXCS, '83)N'Z
ELEVATIONS, IF SHOWN, ARE NAVD'83
ELEVATION 559.34
BEARINGS ARE BASED ON GRID NORTH (TXCS, '83)N'Z



NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

LEGEND

EXISTING	
---	PROPERTY LINE
---	RIGHT OF WAY
X'G	GAS
X'SS	SANITARY SEWER
---	UNDERGROUND ELECTRIC
---	UNDERGROUND TELEPHONE
---	WATER
---	OVERHEAD TELEPHONE
---	OHE
---	LANDSCAPE OR TREE LINE
---	OVERHEAD UTILITY LINES
---	ROAD SIGN
---	36" SPOT ELEVATION
---	FIRE HYDRANT
---	GRATE INLET
---	GAS METER
---	UTILITY POLE ANCHOR
---	IRRIGATION VALVE
---	STORM MANHOLE
---	TELEPHONE MANHOLE
---	UTILITY CABINET
---	UTILITY VAULT
---	UTILITY POLE
---	UTILITY SIGN
---	WATER VALVE
---	ONE-FT CONTOUR (MAYD 1988)
---	TREE
---	DIAMETER IN INCHES AT BREAST HEIGHT

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
□	A	1	CREE INC.	ARE-EDG-2MB-xx-06-E-UL-xx-700-40K-xxxx (BXALXG08E-UD7)	Cree Edge Area, Type II Medium w- BLS, 60 LEDs, 700mA, 4000K	Sixty White LEDs, Vertical Base-Up Position	1	ARE-EDG-2MB-xx-06-E-UL-700-40K-ies	7953.106	1	133.6
□	B	4	CREE INC.	ARE-EDG-4MB-DA-12-E-UL-XX-525-40K (BXALH12EUC7)	Cree Edge Area, Type IV Medium w-Full BLS, 120 LEDs, 525mA, 4000K	One Hundred Twenty White LEDs, Vertical Base-Up Position	1	ARE-EDG-4MB-xx-12-E-UL-525-40K-ies	13154.62	1	198.4

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Calc Zone #1	+	0.5 fc	6.4 fc	0.0 fc	N/A	N/A	0.1:1
Stat Zone #1	✕	1.7 fc	6.4 fc	0.1 fc	64.0:1	17.0:1	0.3:1

OWNER / DEVELOPER

STEVE C. MEIER, AIA
HUMMEL INVESTMENTS, LLC
8117 PRESTON ROAD SUITE 120
DALLAS, TEXAS 75225
PH# (214) 416-9820 EXT. #104
FAX# (214) 416-9824

CEI CONTACT

JEREMY YEE
DEPARTMENT MANAGER
LYEE@CEIENG.COM
PH# (972)-488-3737
FAX# (972)-488-6732

BRAD DOWNUM
PROJECT MANAGER
BDOWNUM@CEIENG.COM
PH# (972)-488-3737
FAX# (972)-488-6732

CARRINGTON VILLAGE ADDITION
LOT 1, BLOCK G
SITE AREA:
1.212 ACRES (52,801 SF)
ZONING:
GB GENERAL BUSINESS

29310.0	1/21/16	ADS	BUD	TJA	TJA
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW

CEI Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3030 LBJ Freeway, Suite 100
Dallas, TX 75234
(972)488-3737
FAX (972)488-6732



**ROUND GROVE ROAD (F.M. 3040) & STATE HWY 121
LEWISVILLE, TEXAS**

PHOTOMETRICS PLAN

REV DATE	SHEET NO.
1/21/16	C1 OF 10
REV-1	

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: March 7, 2016

SUBJECT: Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Heavy Industrial District (HI) to Agriculture-Open Space District (AO) on an Approximately 0.280-Acre Tract of Land out of a Portion of Lot 15, Block A, ARTX Park Addition Located on the East Side of S. Railroad Street Approximately 3,280 Feet South of SH 121 Business, as Requested by G&A Consultants on Behalf of ARTX Corporation, the Property Owner (Case No. PZ-2016-02-04).

BACKGROUND

The approximately 0.28-acre property is located at the east side of Railroad Street, south of SH 121 Business. The property is a portion of Lot 15, Block A, ARTX Park Addition. This request is associated with Case No. PZ-2016-02-05 where a land swap is proposed between the two property owners. Both properties would be platted into a new lot configuration (3 proposed lots) once the zone change process has been completed. The acreage for both cases is identical and offers the respective land owners contiguous pieces of property.

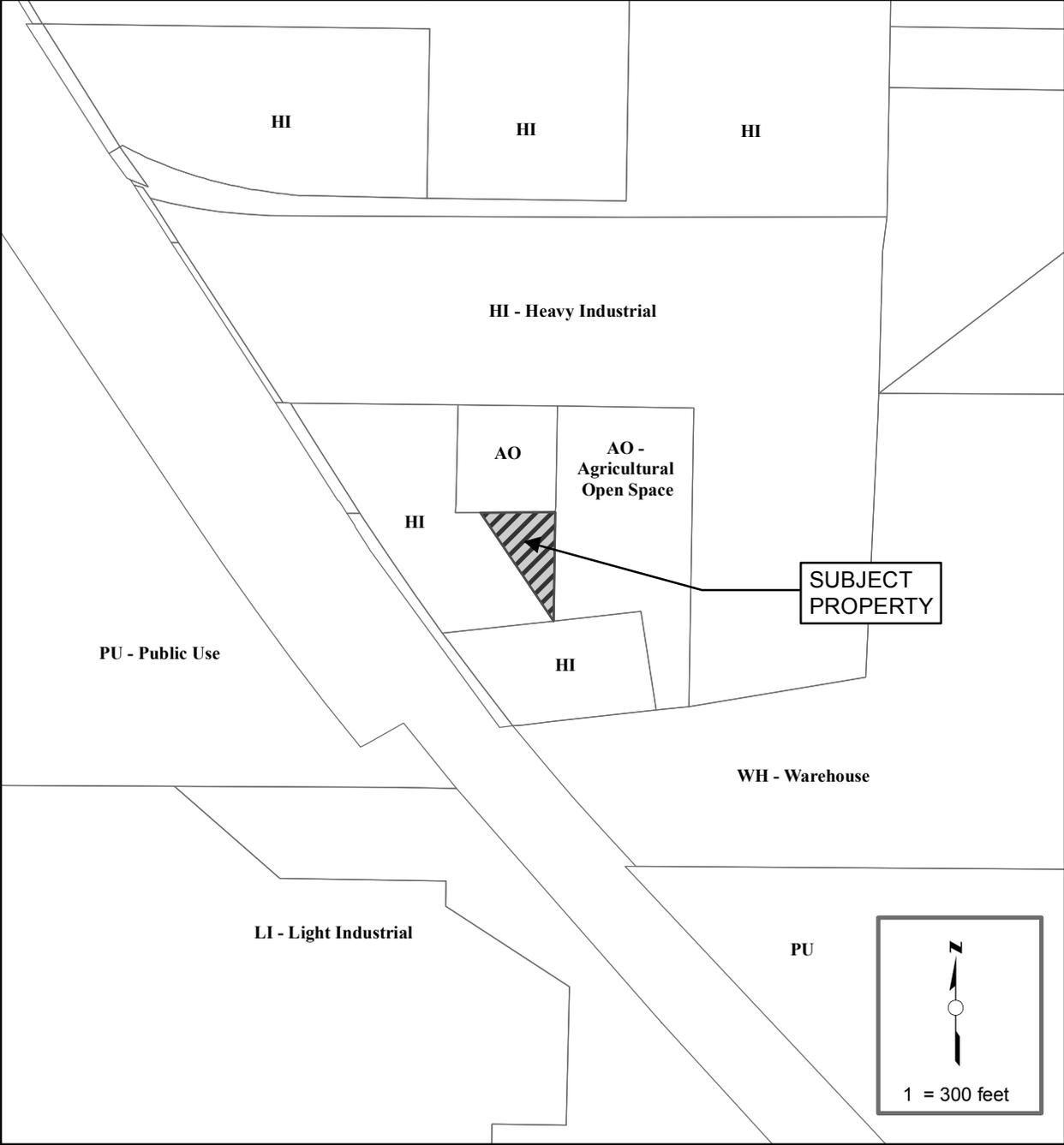
ANALYSIS

The property was platted in 2012 by the owner, with Heavy Industrial (HI) zoning in place. This property is part of a larger approximately 68-acre industrial park containing Light Industrial (LI), Warehouse (WH) and Heavy Industrial (HI) zoning. This particular portion of the industrial park is zoned HI and has an existing office and parking area closer to Railroad Street. The portion of this lot proposed for the rezoning is vacant of any buildings and is in a natural state with trees and grass. East of this site are two other tracts of land zoned Agriculture-Open Space (AO), one owned by Ms. Wilcher and the other by Mr. and Mrs. Pedraza. This 0.28-acre piece is contiguous to Ms. Wilcher's property zoned AO and if both zone changes were approved, the result would be an even acreage exchange but with a more advantageous configuration for both parties. Staff is currently reviewing a plat that identifies Lot 15R, 16, 17 of the ARTX Park Addition. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of February 16, 2016.

RECOMMENDATION

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

Location Map - 1227 S Railroad St.



ZONING CASE NO. PZ-2016-02-04

APPLICANT NAME: RANDI RIVERA OF G&A CONSULTANTS

OWNER: ARTX CORPORATION

PROPERTY LOCATION: A PORTION OF LOT 15, BLK A, ARTX PARK ADDITION AND LOCATED ON THE EAST SIDE OF S. RAILROAD ST. APPROX. 3,280 FEET SOUTH OF SH 121 BUSINESS (0.280-ACRES)

CURRENT ZONING: HEAVY INDUSTRIAL (HI)

REQUESTED ZONING: AGRICULTURAL-OPEN SPACE (AO)

Aerial Map - 1227 S Railroad St.



**MINUTES
PLANNING AND ZONING COMMISSION
FEBRUARY 16, 2016**

Item 1:

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

Staff members present: Richard Luedke and Mary Paron-Boswell

Item 4:

Public Hearings for Zoning and Special Use Permits were next on the agenda. There were four items for consideration:

- A. Consideration of a Zone Change Request From Heavy Industrial (HI) to Agriculture-Open Space (AO); on an Approximately 0.280-Acre Tract of Land out of a Portion of Lot 15, Block A, ARTX Park Addition; Located on the East Side of S. Railroad Street Approximately 3,280 Feet South of SH 121 Business; as Requested by G&A Consultants on Behalf of ARTX Corporation, the Property Owner. (Case No. PZ-2016-02-04)

Staff presented items 4A and 4B together, since they were interrelated, but would be voted on separately. The two parcels are part of a proposed land swap between the two owners and are in the process of being replatted. The public hearing was opened and there being no one present to speak on the item the public hearing was then closed. *A motion was made by Kristin Green to recommend approval of item 4A, seconded by Brandon Jones. The motion passed unanimously (6-0).*

SECTION 17-25. - "HI" HEAVY INDUSTRIAL DISTRICT REGULATIONS

- (a) *Use.* Buildings and premises may be used for retail, office and service uses as well as manufacturing and industrial uses. Such uses which produce 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 produce noise exceeding in intensity at the boundary of the property the average intensity of noise of street traffic at that point, and which may create fire or explosive hazards are subject to conformance with all applicable local, state and federal regulations. Uses which fail to comply with such regulations may be required to cease operation. Allowable uses include those specifically prohibited in zoning district "LI" as well as the following:
- (1) Any use permitted in district "LI" and "WH" as regulated in said districts.
 - (2) Wrecker service storage yards, auto salvage yards and junk yards, but only on condition that the storage is wholly within an enclosed building or surrounded by a structural screening wall of concrete or reinforced masonry. Such wall shall be a minimum of eight (8) feet in height (SUP required).
 - (3) Storage yards and contractor's yards (SUP required).
 - (4) Church worship facilities.
 - (5) Buildings and uses owned or operated by public governmental agencies.
 - (6) The following uses are permitted only when all portions of the operation or use are located a minimum of two hundred (200) feet from any residentially zoned property, and with a specific use permit (SUP required):
 - a. Acid manufacturing.
 - b. Cement, lime, gypsum or plaster of paris manufacturing.
 - c. Glue manufacturing involving distilling of bones or other organic matter.
 - d. Explosives manufacturing and storage.
 - e. Magnesium manufacturing or processing.
 - f. Fat rendering.
 - g. Paper and pulp manufacturing.
 - h. Refining of or bulk tank storage of petroleum or its products.
 - i. Smelting of tin, copper, zinc or iron ores or other metals.
 - j. Stockyards, slaughter or processing of animals.
 - k. Permanent batch plant (concrete)
 - (7) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (8) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisances. 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. Any use requiring more than 10% outside storage shall require a special use permit (SUP).
 - (9) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (10) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
 - (11) Recycling facility (SUP required).
- (b) *Height.* No building shall exceed in height the width of the street on which it faces plus the depth of the front yard. In no event, however, shall any building exceed two (2) stories when any portion of the building is located within one hundred fifty (150) feet of any property zoned for residential purposes.
- (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 "HI", 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.* No side yard is required except that a side yard or a side street yard of not less than fifty (50) feet in width shall be provided on the side of a lot adjoining or across the street from any zoning district except Heavy Industrial. No parking, storage or similar use shall be allowed in required side yards or side street yards within twenty-five (25) feet of the property line.
- 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, "LC" or "GB" District. No parking, storage or similar use shall be allowed in required side yards in District "HI" within twenty-five (25) feet of the 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

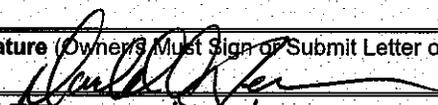
- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) All general and special agricultural, farming, ranching, stock and poultry raising, dairy and other related uses so long as same does not cause a hazard to health by reason of unsanitary conditions; and are not offensive 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.

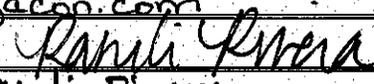
This Section (Office Use Only)	
Case:	
PZ:	CC:
Sign/s Picked Up By:	



LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

**ZONE CHANGE
APPLICATION**

Owner/s (name): <u>Contact: Don Jensen</u>	
Company Name: <u>ARTX Corporation</u>	
Mailing Address: <u>PO Box 11130 Carrollton TX 75011</u>	
Work #: <u>972-245-7292</u>	Cell #:
E-Mail:	
Owner Signature (Owner's Must Sign or Submit Letter of Authorization): 	Date: <u>11/13/16</u>
Printed Name: <u>Donald Jensen</u>	

Applicant/Agent (name): <u>Randi Rivera</u>	
Company Name: <u>G + A Consultants</u>	
Mailing Address: <u>111 Hillside Drive Lewisville TX 75057</u>	
Work #: <u>972-436-9712</u>	Cell #:
E-Mail: <u>randi@gacop.com</u>	
Applicant/Agent Signature 	Date: <u>11/24/15</u>
Printed Name: <u>Randi Rivera</u>	

Current Zoning: <u>Heavy Industrial</u> ^{AND} Requested Zoning: <u>Heavy Industrial</u> Acres: <u>1.371 1.371</u> <u>Agricultural</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>Lot 17, Block A ARTX Park Addition in the J.W. Haven Survey, Abstract No. 541</u>
Address/Location: <u>1229 Railroad St.</u>

Application and Sign Fees:

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

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

Qty: <u>1</u>	Zone Change Signs - \$35 each 1 sign required for each 5 acres (max. 5 per site)	\$ <u>35</u>
---------------	---	--------------

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

Amount Due (application & sign fee)	\$ <u>285.00</u>
--	------------------



REQUIRED:

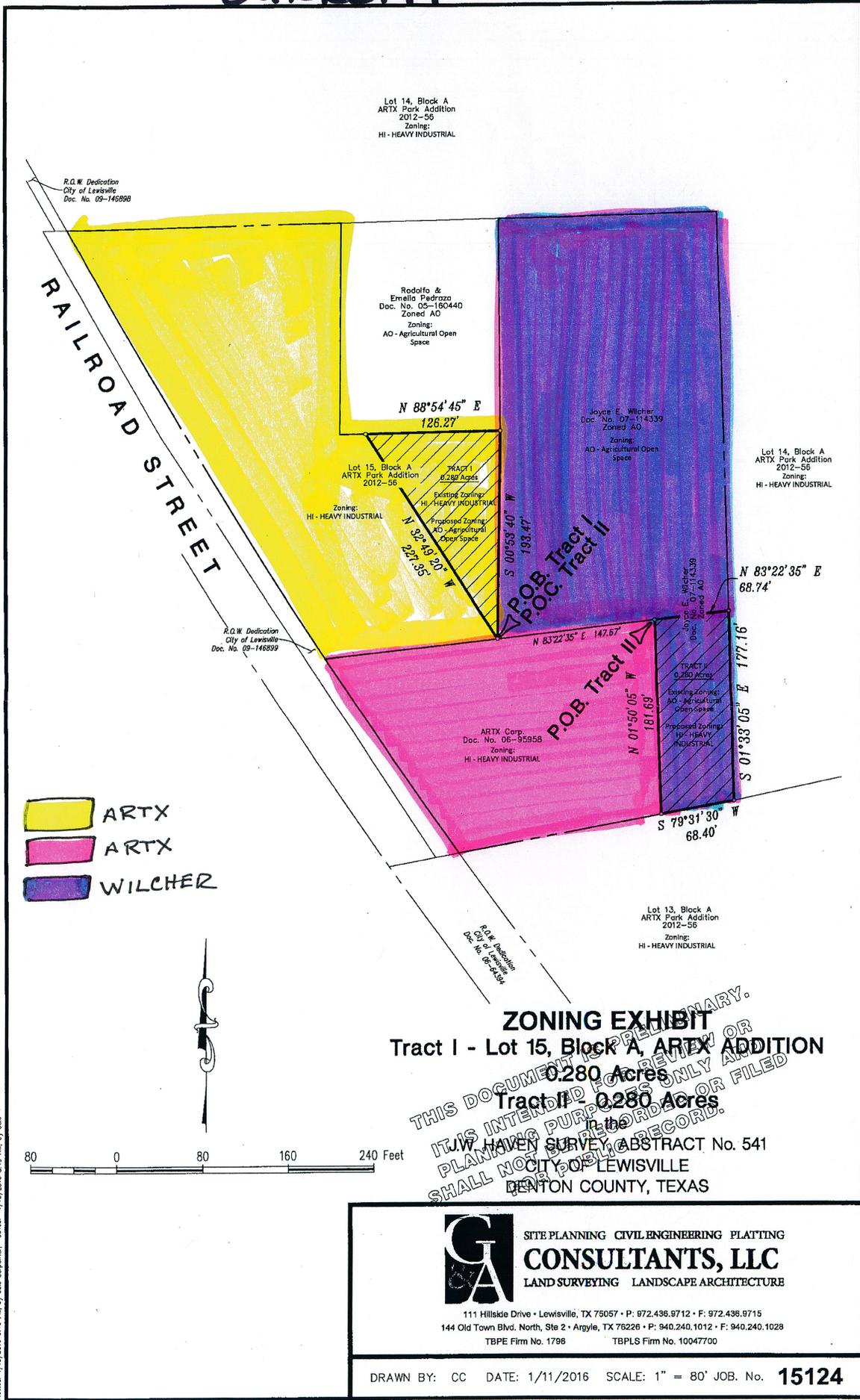
Fully describe the plans for the property

This property was originally zoned HI-Heavy Industrial. Due to a recent replat, the eastern portion of this tract is now zoned AO-Agricultural Open Space. Our intent for this request is to change the zoning to conform to the property lines, and to make the zoning HI-Heavy Industrial for the whole property.

NOTE:

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

CURRENT



File: Z:\2015\15124\Drawings\Survey\15124 Lot 15, Block B, ARTX Addition, Zoning exhibit
Plotfile: 1/13/2016 3:10 PM, by Cole, Carpenter; Saved: 1/13/2016 8:13 AM, by Cole

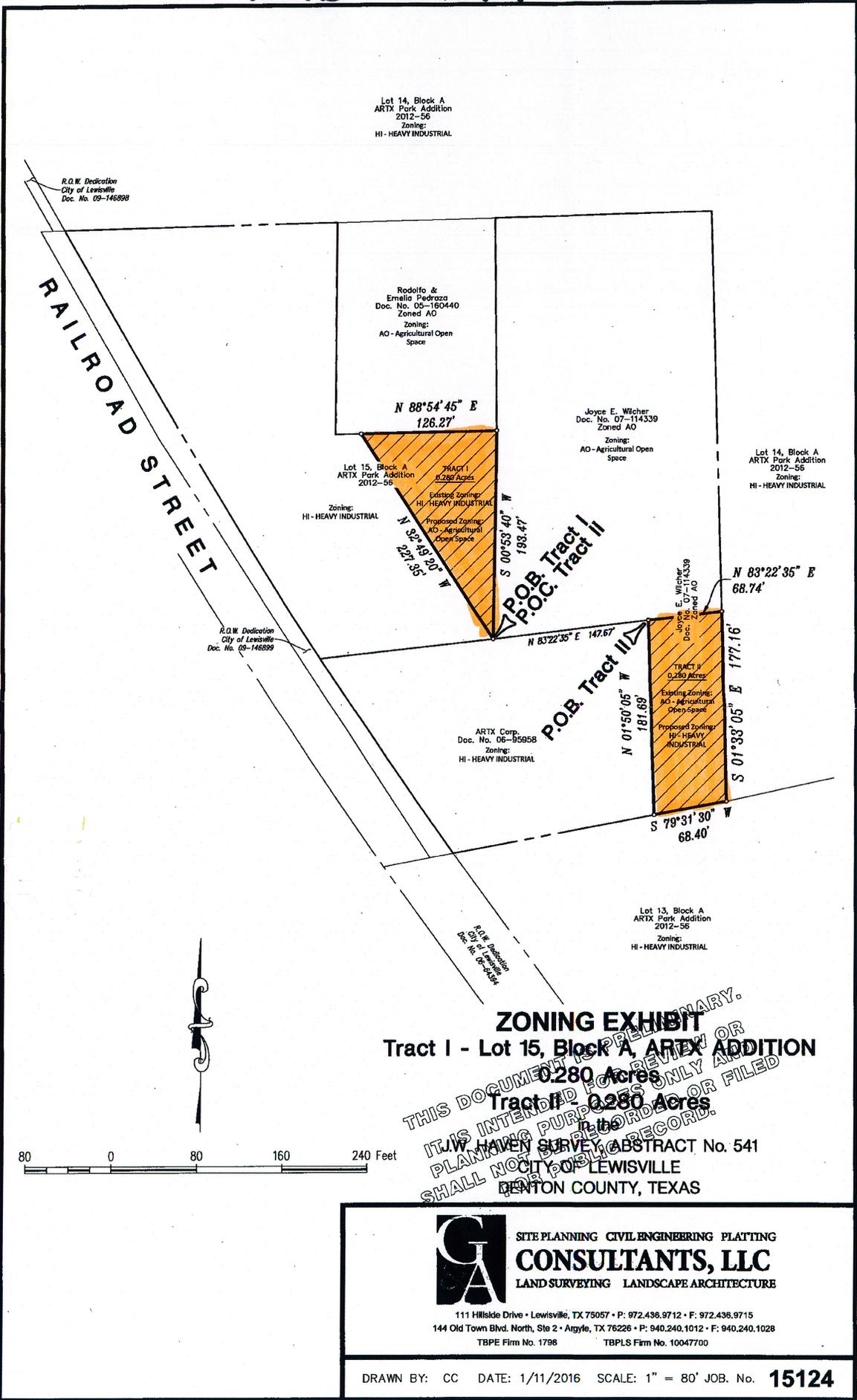
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IT IS INTENDED FOR REVIEW OR
PLANNING PURPOSES ONLY AND
SHALL NOT BE RECORDED OR FILED
IN THE PUBLIC RECORD.

GA SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: CC DATE: 1/11/2016 SCALE: 1" = 80' JOB. No. **15124**

LAND SWAP



ZONING EXHIBIT

Tract I - Lot 15, Block A, ARTX ADDITION
0.280 Acres

Tract II - 0.280 Acres
in the

W. HAVEN SURVEY, ABSTRACT No. 541
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS



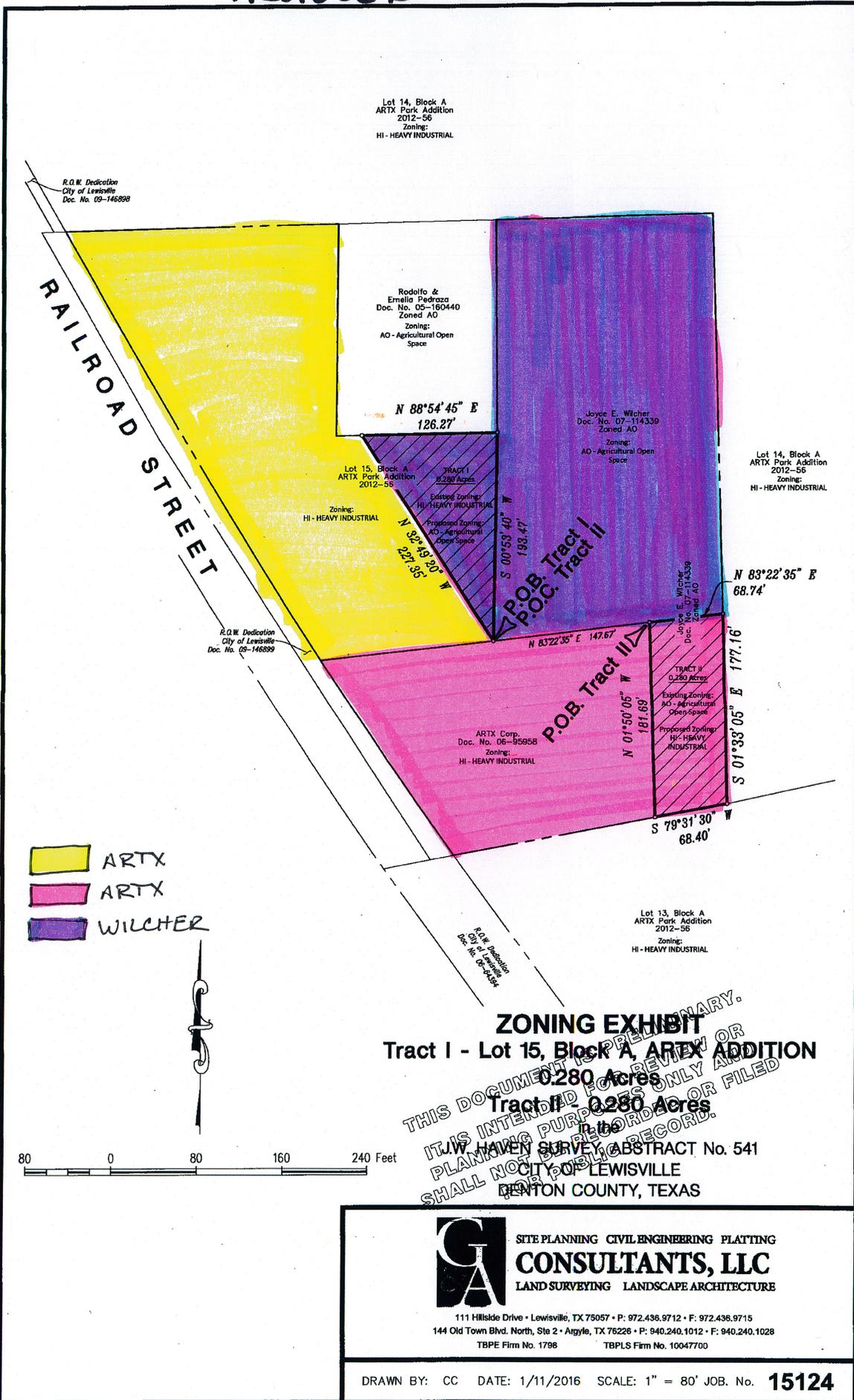
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DRAWN BY: CC DATE: 1/11/2016 SCALE: 1" = 80' JOB. No. **15124**

File: Z:\2015\15124\Drawings\Survey\15124 Lot 15, Block B, ARTX Addition, Zoning exhibit
Plotted: 1/13/2016 3:10 PM, by Cole Carpenter, Sheet: 1/13/2016 8:13 AM, by Cole

PROPOSED LOTS



File: Z:\2015\1512A\Drawings\Survey\15124 Lot 15, Block A, ARTX Addition, Zoning exhibit, Printed: 1/13/2016 3:10 PM, by Cole Carpenter, Saved: 1/13/2016 8:13 AM, by Cole

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CONSULTANTS, LLC
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144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: CC DATE: 1/11/2016 SCALE: 1" = 80' JOB. No. **15124**

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 0.28-ACRE TRACT OF LAND OUT OF A PORTION OF LOT 15, BLOCK A, ARTEX PARK ADDITION; LOCATED ON THE EAST SIDE OF SOUTH RAILROAD STREET APPROXIMATELY 3,280 FEET SOUTH OF SH 121 BUSINESS; FROM HEAVY INDUSTRIAL DISTRICT (HI) ZONING TO AGRICULTURE-OPEN SPACE DISTRICT (AO) 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 0.28-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 **AGRICULTURE-OPEN SPACE DISTRICT (AO) ZONING.**

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 7TH DAY OF MARCH, 2016.

ORDINANCE NO. _____

Page 5

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

EXHIBIT A

Lot 14, Block A
 ARTX Park Addition
 2012-56
 Zoning:
 HI - HEAVY INDUSTRIAL

R.O.W. Dedication
 City of Lewisville
 Doc. No. 09-146898

RAILROAD STREET

Rodolfo &
 Emelia Pedraza
 Doc. No. 05-160440
 Zoned AO
 Zoning:
 AO - Agricultural Open
 Space

N 88°54'45" E
 126.27'

Joyce E. Wilcher
 Doc. No. 07-114339
 Zoned AO
 Zoning:
 AO - Agricultural Open
 Space

Lot 14, Block A
 ARTX Park Addition
 2012-56
 Zoning:
 HI - HEAVY INDUSTRIAL

Lot 15, Block A
 ARTX Park Addition
 2012-56
 Zoning:
 HI - HEAVY INDUSTRIAL

TRACT I
 0.280 Acres

Existing Zoning:
 HI - HEAVY INDUSTRIAL

Proposed Zoning:
 AO - Agricultural
 Open Space

N 32°49'20" W
 227.35'

S 00°53'40" W
 193.47'

P.O.B. Tract I
 P.O.C. Tract II

R.O.W. Dedication
 City of Lewisville
 Doc. No. 09-146899

N 83°22'35" E 147.67'

N 83°22'35" E
 68.74'

ARTX Corp.
 Doc. No. 06-95958
 Zoning:
 HI - HEAVY INDUSTRIAL

TRACT II
 0.280 Acres
 Existing Zoning:
 AO - Agricultural
 Open Space
 Proposed Zoning:
 HI - HEAVY
 INDUSTRIAL

N 01°50'05" W
 181.69'

S 01°38'05" E 177.16'
 S 79°31'30" W
 68.40'

Lot 13, Block A
 ARTX Park Addition
 2012-56
 Zoning:
 HI - HEAVY INDUSTRIAL

R.O.W. Dedication
 City of Lewisville
 Doc. No. 06-84394

ZONING EXHIBIT

Tract I - Lot 15, Block A, ARTX ADDITION

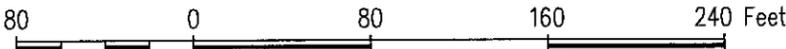
0.280 Acres

Tract II - 0.280 Acres

in the

J.W. HAVEN SURVEY ABSTRACT No. 541
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

THIS DOCUMENT IS PRELIMINARY.
 IT IS INTENDED FOR REVIEW OR
 PLANNING PURPOSES ONLY AND
 SHALL NOT BE RECORDED OR FILED
 FOR PUBLIC RECORD.



File: Z:\2015\15124\Drawings\Survey\15124 Lot 15, Block B, ARTX Addition, Zoning exhibit
 Plotlet: 1/13/2016 3:10 PM, by Cole Carpenter, Saved: 1/13/2016 8:13 AM, by Cole



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CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

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 TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: CC DATE: 1/11/2016 SCALE: 1" = 80' JOB. No. **15124**

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: March 7, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Agriculture-Open Space District (AO) to Heavy Industrial District HI); on an Approximately 0.28-Acre Tract of Land out of the J.W. Havens Survey, Abstract No. 541; Located on the East Side of South Railroad Street Approximately 3,560 Feet South of SH 121 Business; at 1235 South Railroad Street, as Requested by G&A Consultants on Behalf of Joyce Wilcher, the Property Owner (Case No. PZ-2016-02-05).**

BACKGROUND

The approximately 0.28-acre property is located at the east side of Railroad Street, south of SH 121 Business. The property is currently unplatted and located adjacent to Lot 14, Block A, ARTX Park Addition. This request is associated with Case No. PZ-2016-02-04 where a land swap is proposed between the two property owners. Both properties would be platted into a new lot configuration (3 proposed lots) once the zone change process is complete. The acreages for both cases are identical and offer the respective land owners contiguous pieces of property.

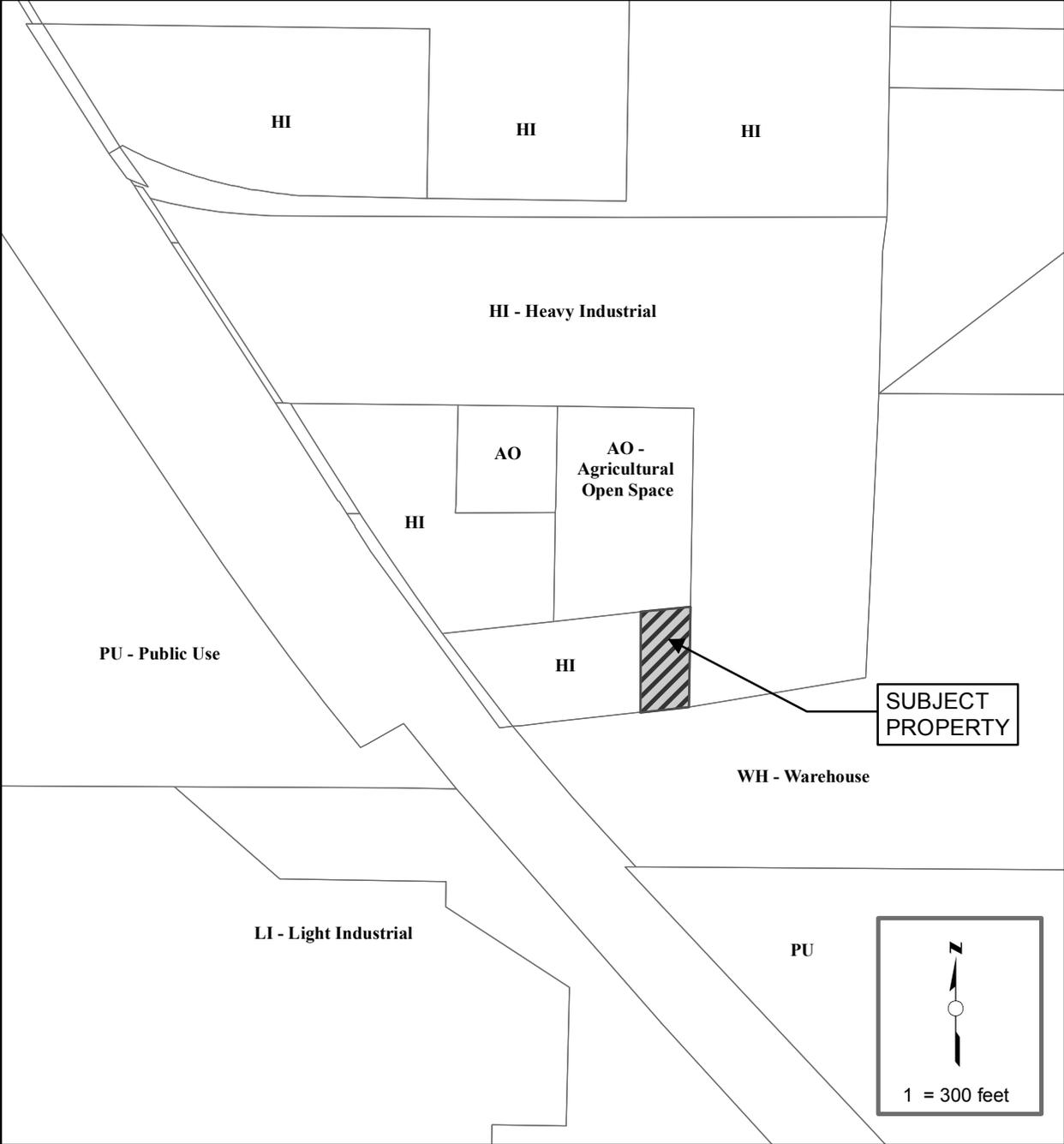
ANALYSIS

The entire property owned by Ms. Wilcher is approximately 2.075-acres and is zoned Agriculture-Open Space (AO). The property contains a residence along with a metal barn and a storage building. The 0.28-acre portion of the property that is the subject of the zone change request is the southern panhandle of the tract, which contains no structures. It is contiguous to the eastern property line of proposed Lot 17 (HI) and western property line of Lot 14 (HI) and northern property line of Lot 13 (WH). The addition of this 0.28-acre parcel to proposed Lot 17 will allow Lots 14 and 17 to share a common property line and allow greater accessibility options for the industrial park. If both zone changes are approved, the result would be an even acreage exchange but with a more advantageous configuration for both parties. Staff is currently reviewing a plat that identifies Lots 15R, 16 and 17. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of February 16, 2016.

RECOMMENDATION

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

Location Map - 1235 S Railroad St.



ZONING CASE NO. PZ-2016-02-05

APPLICANT NAME: RANDI RIVERA OF G&A CONSULTANTS
OWNER: JOYCE WILCHER
PROPERTY LOCATION: 1235 SOUTH RAILROAD ST (0.280-ACRES)
CURRENT ZONING: AGRICULTURAL-OPEN SPACE (AO)
REQUESTED ZONING: HEAVY INDUSTRIAL (HI)

Aerial Map - 1235 S Railroad St.



**MINUTES
PLANNING AND ZONING COMMISSION
FEBRUARY 16, 2016**

Item 1:

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

Staff members present: Richard Luedke and Mary Paron-Boswell

- B. Consideration of a Zone Change Request From Agriculture-Open Space (AO) to Heavy Industrial (HI); on an Approximately 0.28-Acre Tract of Land out of the J.W. Havens Survey, Abstract No. 541; Located at 1235 South Railroad Street; as Requested by G&A Consultants on Behalf of Joyce Wilcher, the Property Owner. (Case No. PZ-2016-02-05)

Staff presented items 4A and 4B together, since they were interrelated, but would be voted on separately. The two parcels are part of a proposed land swap between the two owners and are in the process of being replatted. The public hearing was opened and there being no one present to speak on the item the public hearing was then closed. *A motion was made by Brandon Jones to recommend approval of item 4B, seconded by Mary Ellen Miksa. The motion passed unanimously (6-0).*

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 17-25. - "HI" HEAVY INDUSTRIAL DISTRICT REGULATIONS

- (a) *Use.* Buildings and premises may be used for retail, office and service uses as well as manufacturing and industrial uses. Such uses which produce 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 produce noise exceeding in intensity at the boundary of the property the average intensity of noise of street traffic at that point, and which may create fire or explosive hazards are subject to conformance with all applicable local, state and federal regulations. Uses which fail to comply with such regulations may be required to cease operation. Allowable uses include those specifically prohibited in zoning district "LI" as well as the following:
- (1) Any use permitted in district "LI" and "WH" as regulated in said districts.
 - (2) Wrecker service storage yards, auto salvage yards and junk yards, but only on condition that the storage is wholly within an enclosed building or surrounded by a structural screening wall of concrete or reinforced masonry. Such wall shall be a minimum of eight (8) feet in height (SUP required).
 - (3) Storage yards and contractor's yards (SUP required).
 - (4) Church worship facilities.
 - (5) Buildings and uses owned or operated by public governmental agencies.
 - (6) The following uses are permitted only when all portions of the operation or use are located a minimum of two hundred (200) feet from any residentially zoned property, and with a specific use permit (SUP required):
 - a. Acid manufacturing.
 - b. Cement, lime, gypsum or plaster of paris manufacturing.
 - c. Glue manufacturing involving distilling of bones or other organic matter.
 - d. Explosives manufacturing and storage.
 - e. Magnesium manufacturing or processing.
 - f. Fat rendering.
 - g. Paper and pulp manufacturing.
 - h. Refining of or bulk tank storage of petroleum or its products.
 - i. Smelting of tin, copper, zinc or iron ores or other metals.
 - j. Stockyards, slaughter or processing of animals.
 - k. Permanent batch plant (concrete)
 - (7) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (8) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisances. 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. Any use requiring more than 10% outside storage shall require a special use permit (SUP).
 - (9) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (10) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
 - (11) Recycling facility (SUP required).
- (b) *Height.* No building shall exceed in height the width of the street on which it faces plus the depth of the front yard. In no event, however, shall any building exceed two (2) stories when any portion of the building is located within one hundred fifty (150) feet of any property zoned for residential purposes.
- (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 "HI", 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.* No side yard is required except that a side yard or a side street yard of not less than fifty (50) feet in width shall be provided on the side of a lot adjoining or across the street from any zoning district except Heavy Industrial. No parking, storage or similar use shall be allowed in required side yards or side street yards within twenty-five (25) feet of the property line.
- 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, "LC" or "GB" District. No parking, storage or similar use shall be allowed in required side yards in District "HI" within twenty-five (25) feet of the 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.

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): <u>Joyce Wilcher</u>	
Company Name:	
Mailing Address: <u>1014 Forest Park Dr Lewisville TX 75057</u>	
Work #: <u>214-6116-3607</u>	Cell #:
E-Mail:	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): <u>Joyce Wilcher</u>	Date: <u>11/14/14</u>
Printed Name: <u>Joyce Wilcher</u>	

Applicant/Agent (name): <u>Randi Rivera</u>	
Company Name: <u>G+A Consultants</u>	
Mailing Address: <u>111 Hillside Dr Lewisville TX 75057</u>	
Work #: <u>972-436-9712</u>	Cell #:
E-Mail: <u>randi@gacpa.com</u>	
Applicant/Agent Signature: <u>Randi Rivera</u>	Date: <u>11/24/15</u>
Printed Name: <u>Randi Rivera</u>	

<p style="text-align: center;">H1- Heavy Industrial AND</p>	
Current Zoning: <u>AO- Agricultural</u>	Requested Zoning: <u>AO- Agricultural</u> Acres: <u>2.100</u>
	<u>Open space</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>Lot 16, Block A ARTX Park Addition in the J.W. Haven Survey, Abstract No 541</u>	
Address/Location: <u>1235 S. Railroad St.</u>	

Application and Sign Fees:

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

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

Qty: <u>1</u>	Zone Change Signs - \$35 each. 1 sign required for each 5 acres (max. 5 per site)	\$ <u>35</u>
---------------	---	--------------

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

Amount Due (application & sign fee)	\$ <u>285.00</u>
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REQUIRED:

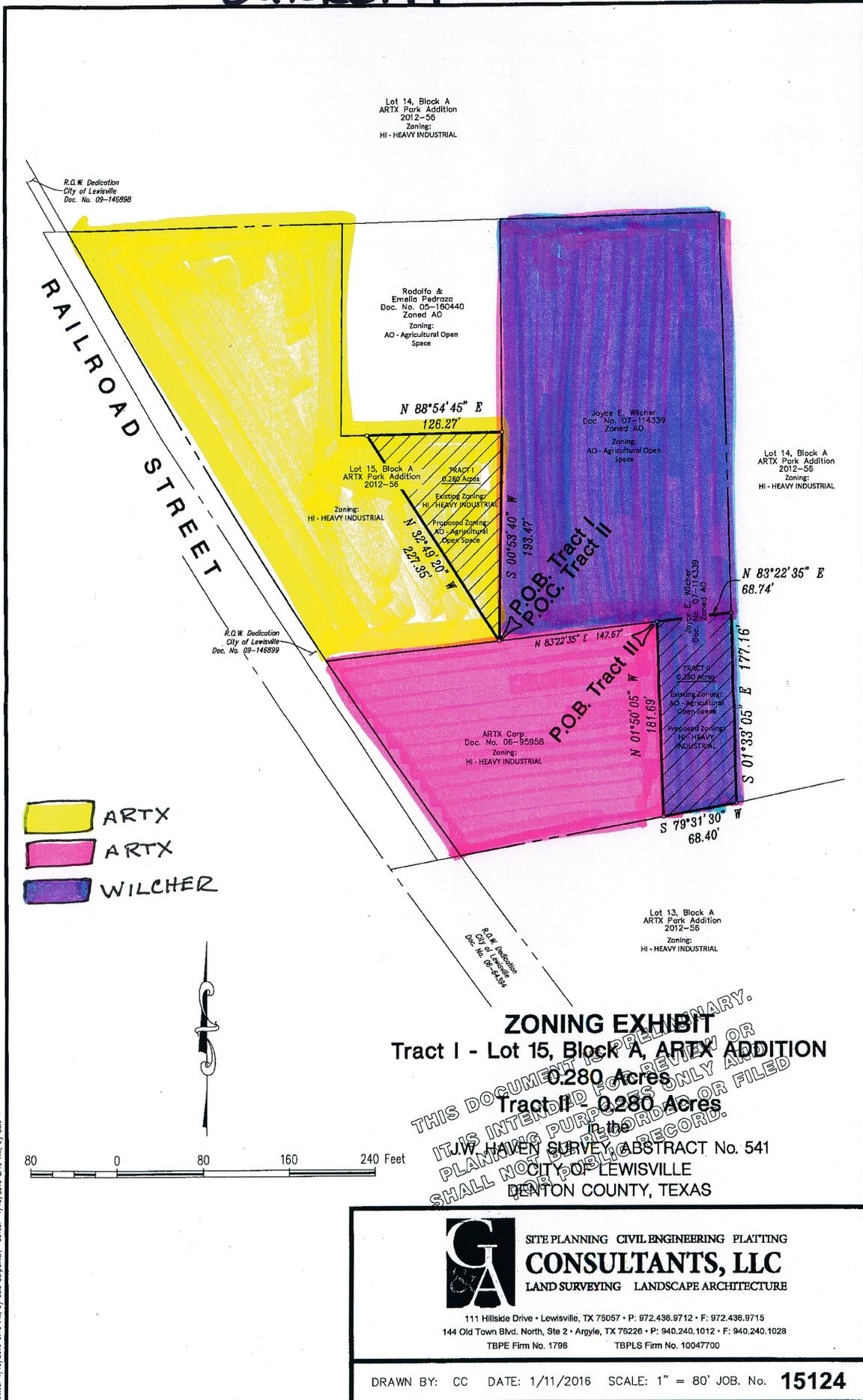
Fully describe the plans for the property

This property was originally zoned Agricultural Open Space (AO). Due to a recent replat, the western portion of this tract is now zoned Heavy Industrial (H1). Our intent for this request is to change the zoning to conform to the property lines, to make the entire property AO - Agricultural Open Space

NOTE:

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

CURRENT



ZONING EXHIBIT

Tract I - Lot 15, Block A, ARTX ADDITION
 0.280 Acres

Tract II - 0.280 Acres

THIS DOCUMENT IS PRELIMINARY. IT IS INTENDED FOR REVIEW OR PLANNING PURPOSES ONLY AND SHALL NOT BE RECORDED OR FILED IN THE PUBLIC RECORD.

HAVEN SURVEY ABSTRACT No. 541
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

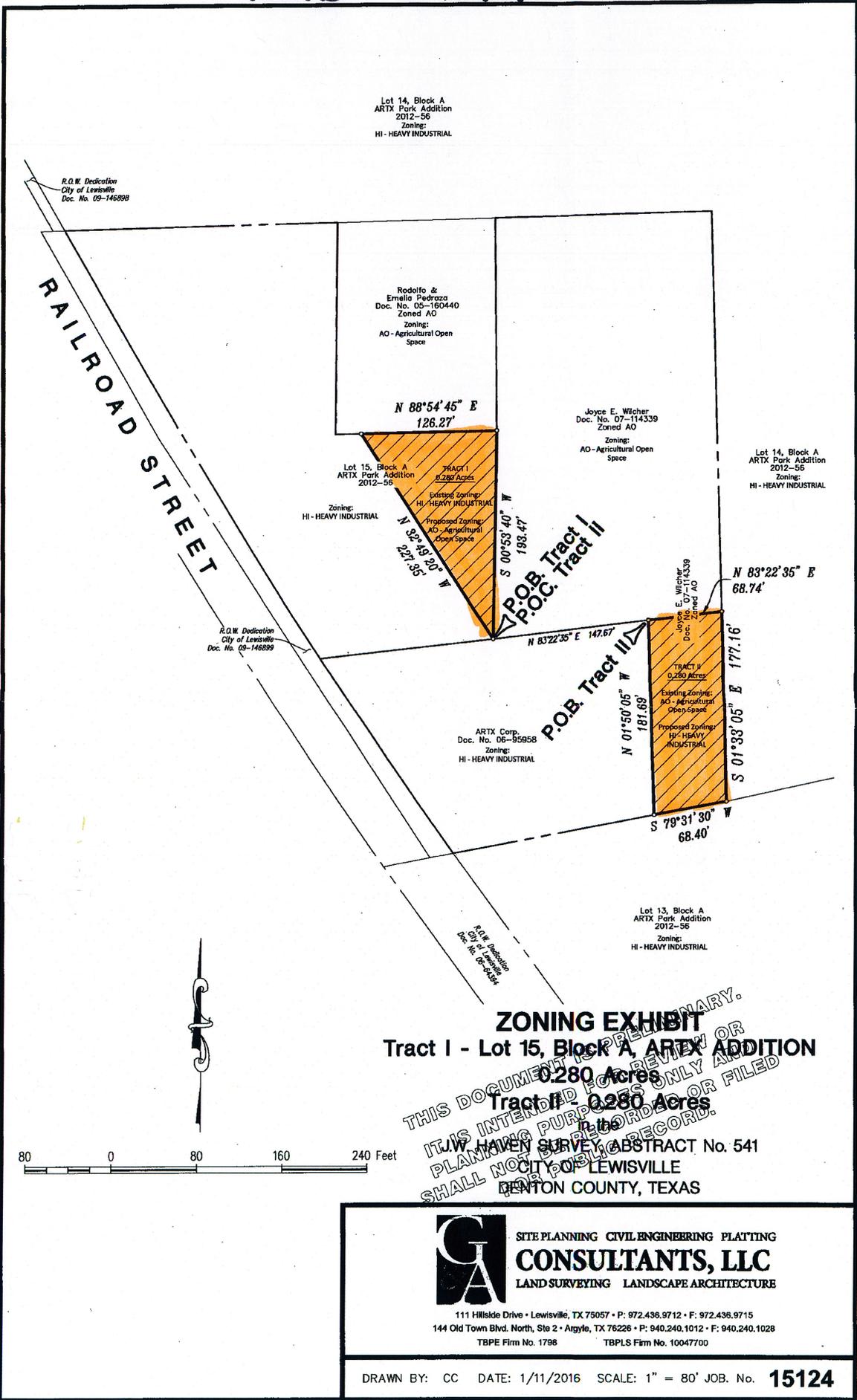
GA SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

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 144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
 TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: CC DATE: 1/11/2016 SCALE: 1" = 80' JOB. No. **15124**

File: Z:\2015\15124\Drawings\Survey\15124 Lot 15, Block B, ARTX Addition, Zoning exhibit Plot.dwg 1/13/2016 3:10 PM, by Cole Carpenter, Saved: 1/13/2016 8:13 AM, by Cole

LAND SWAP



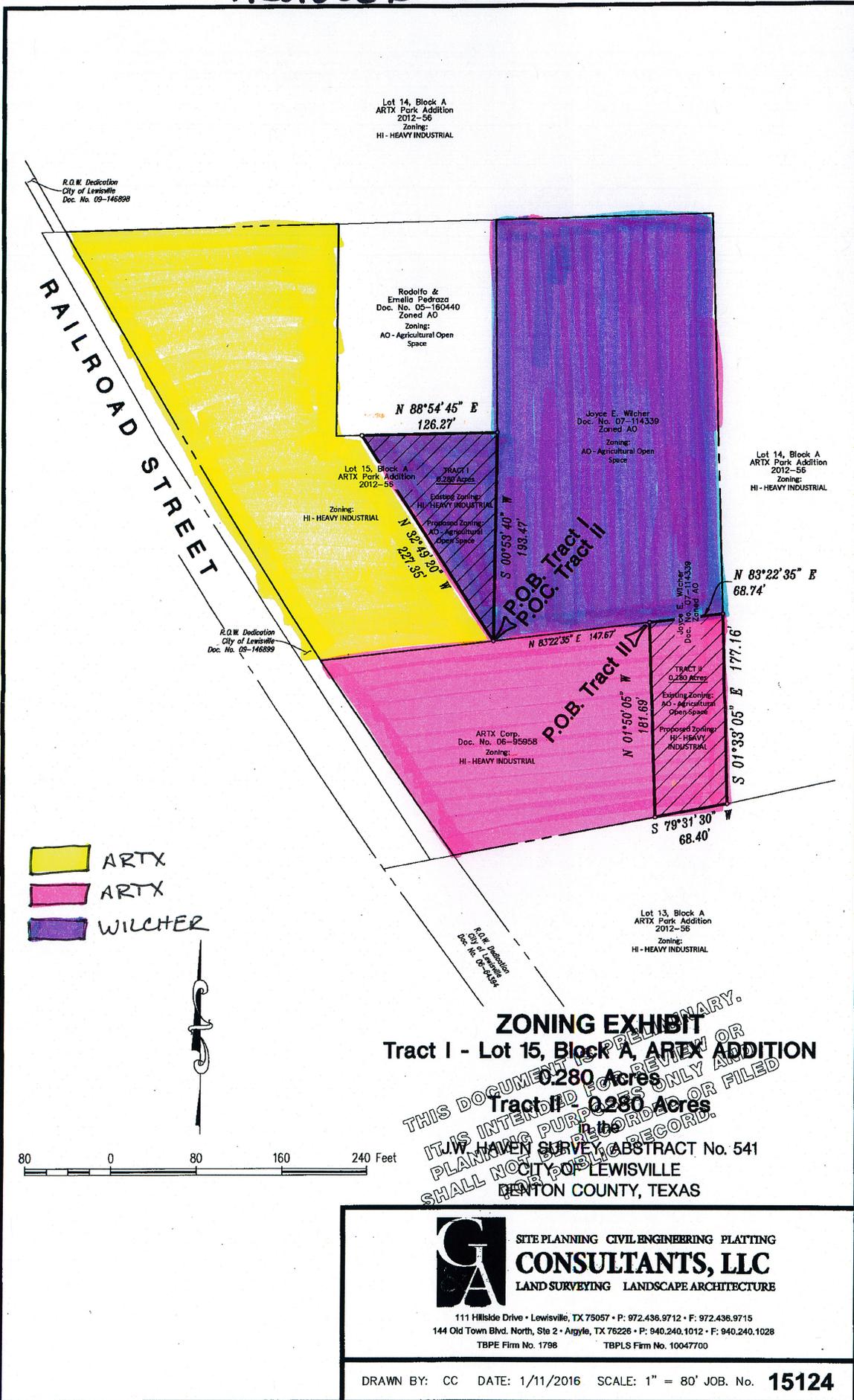
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DRAWN BY: CC DATE: 1/11/2016 SCALE: 1" = 80' JOB. No. **15124**

PROPOSED LOTS



ZONING EXHIBIT

Tract I - Lot 15, Block A, ARTX ADDITION
0.280 Acres

Tract II - 0.280 Acres
in the
WILCHER SURVEY, ABSTRACT No. 541
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS

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File: Z:\2015\15124\Drawings\Survey\15124 Lot 15, Block A, ARTX Addition, Zoning exhibit, Printed: 1/13/2016 3:10 PM, by Cole Carpenter, Saved: 1/13/2016 8:13 AM, by Cole

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 0.28-ACRE TRACT OF LAND OUT OF J.W. HAVENS SURVEY, ABSTRACT NO. 541; LOCATED ON THE EAST SIDE OF SOUTH RAILROAD STREET APPROXIMATELY 3,560 FEET SOUTH OF SH 121 BUSINESS; AT 1235 SOUTH RAILROAD STREET; FROM AGRICULTURE-OPEN SPACE DISTRICT (AO) ZONING TO HEAVY INDUSTRIAL DISTRICT (HI) 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 0.28-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 **HEAVY INDUSTRIAL DISTRICT (HI) ZONING**; 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 7TH DAY OF MARCH, 2016.

ORDINANCE NO. _____

Page 5

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

EXHIBIT A

Lot 14, Block A
ARTX Park Addition
2012-56
Zoning:
HI - HEAVY INDUSTRIAL

R.O.W. Dedication
City of Lewisville
Doc. No. 09-146898

RAILROAD STREET

Rodolfo &
Emelia Pedraza
Doc. No. 05-160440
Zoned AO
Zoning:
AO - Agricultural Open
Space

N 88°54'45" E
126.27'

Joyce E. Wilcher
Doc. No. 07-114339
Zoned AO

Zoning:
AO - Agricultural Open
Space

Lot 14, Block A
ARTX Park Addition
2012-56
Zoning:
HI - HEAVY INDUSTRIAL

Lot 15, Block A
ARTX Park Addition
2012-56
Zoning:
HI - HEAVY INDUSTRIAL

TRACT I
0.280 Acres

Existing Zoning:
HI - HEAVY INDUSTRIAL
Proposed Zoning:
AO - Agricultural
Open Space

S 00°53'40" W
193.47'

P.O.B. Tract I
P.O.C. Tract II

Joyce E. Wilcher
Doc. No. 07-114339
Zoned AO

N 83°22'35" E
68.74'

R.O.W. Dedication
City of Lewisville
Doc. No. 09-146899

N 83°22'35" E 147.67'

ARTX Corp.
Doc. No. 06-95958
Zoning:
HI - HEAVY INDUSTRIAL

P.O.B. Tract II

TRACT II
0.280 Acres

Existing Zoning:
AO - Agricultural
Open Space
Proposed Zoning:
HI - HEAVY
INDUSTRIAL

N 01°50'05" W
181.69'

S 01°38'05" E 177.16'

S 79°31'30" W
68.40'

Lot 13, Block A
ARTX Park Addition
2012-56
Zoning:
HI - HEAVY INDUSTRIAL

R.O.W. Dedication
City of Lewisville
Doc. No. 06-84394

ZONING EXHIBIT

Tract I - Lot 15, Block A, ARTX ADDITION

0.280 Acres

Tract II - 0.280 Acres

In the

J.W. HAVEN SURVEY ABSTRACT No. 541
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS

THIS DOCUMENT IS PRELIMINARY.
IT IS INTENDED FOR REVIEW OR
PLANNING PURPOSES ONLY AND
SHALL NOT BE RECORDED OR FILED
FOR PUBLIC RECORD.

80 0 80 160 240 Feet



File: Z:\2015\15124\Drawings\Survey\15124 Lot 15, Block B, ARTX Addition, Zoning exhibit
Plotlet: 1/13/2016 3:10 PM, by Cole Carpenter, Saved: 1/13/2016 8:13 AM, by Cole



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

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: CC DATE: 1/11/2016 SCALE: 1" = 80' JOB. No. **15124**

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: March 7, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From General Business District (GB) to Old Town Mixed Use Two District (OTMU2); on an Approximately 0.3-Acre Tract of Land out of the J W. King Survey, Abstract No. 696; Located on the East Side of North Mill Street Approximately 120 Feet South of East College Street, at 322 North Mill Street, as Requested by Jeff Capps of Cross Ventures LLC, the Property Owner (Case No. PZ-2016-02-06).**

BACKGROUND

The approximately 0.3-acre property is located on the east side of Mill Street, just south of East College Street. The property was recently purchased by Cross Ventures LLC who proposes to convert the existing residence to office space. Cross Ventures LLC is a partnership of two individuals, one of which does church work while the other is a sales representative for a private company. These individuals plan to use the site for their personal offices. A final plat application and an Old Town Development Plan will be submitted after the zone change process is complete.

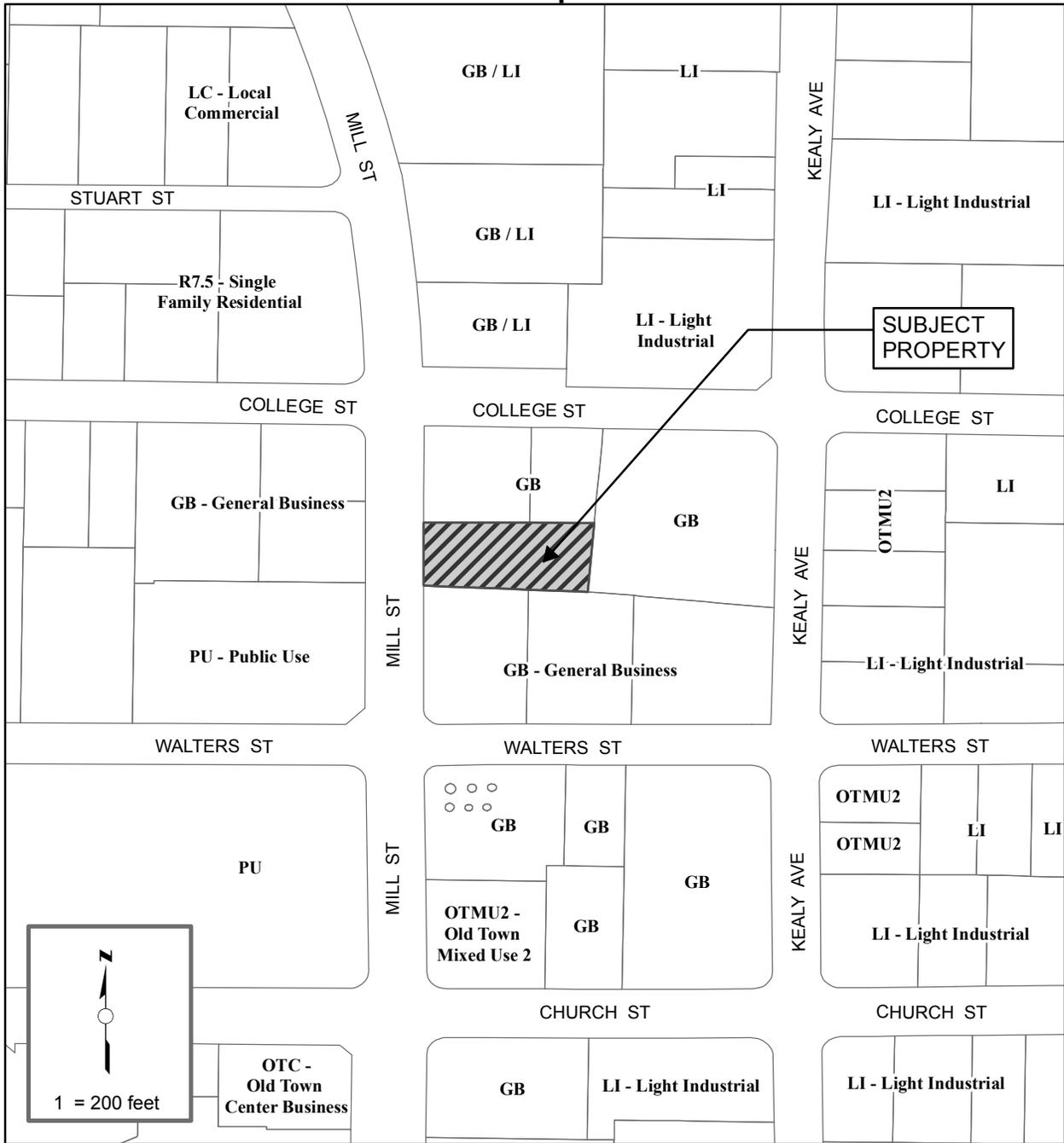
ANALYSIS

Although the proposed office is an allowable use within the current General Business (GB) zoning district, the rezoning will allow for more flexible setbacks when replatting and development occurs. The property is located in Old Town and the proposed zoning of Old Town Mixed Use Two complies with the Old Town Master Plan for the area. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of February 16, 2016.

RECOMMENDATION

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

Location Map - 322 Mill



ZONING CASE NO. PZ-2016-02-06

APPLICANT NAME: JEFF CAPPS OF CROSS VENTURE LLC

PROPERTY LOCATION: 322 N. MILL STREET (0.30-ACRES)

CURRENT ZONING: GENERAL BUSINESS (GB)

REQUESTED ZONING: OLD TOWN MIXED USE 2 (OTMU2)

MINUTES
PLANNING AND ZONING COMMISSION
FEBRUARY 16, 2016

Item 1:

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

Staff members present: Richard Luedke and Mary Paron-Boswell

Item 4:

Public Hearings for Zoning and Special Use Permits were next on the agenda. There were four items for consideration:

- C. Consideration of a Zone Change Request From General Business (GB) to Old Town Mixed Use Two (OTMU2); on an Approximately 0.3-Acre Tract of Land out of the J W. King Survey, Abstract No. 696; Located on the East Side of North Mill Street Approximately 120 Feet South of East College Street, at 322 North Mill Street; as Requested by Jeff Capps of Cross Ventures LLC, the Property Owner. (Case No. PZ-2016-02-06)

Staff gave a brief presentation indicating the property was to be converted from a residence into an office space and that the rezoning would provide more flexible setbacks for the platting process. The public hearing was opened and there being no one present to speak, the public hearing was then closed. A motion was made by Mary Ellen Miksa to recommend approval of the zone change request, seconded by Brandon Jones. The motion passed unanimously (6-0).

SECTION 17-22. - "GB" GENERAL BUSINESS DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for office, retail and service uses which are primarily retail in nature including, but not limited to:
- (1) Any use permitted in district "LC" as regulated in said district.
 - (2) Auto, boat, motorcycle, recreational vehicle or mobile home display, sales (outdoor) and/or repair (SUP required)
 - (3) Bakeries.
 - (4) Building material sales with outside storage or display, including lumber yards (SUP required).
 - (5) Business or commercial schools.
 - (6) Clinic, medical and dental, and professional offices.
 - (7) Carpentry, painting, plumbing or tinsmithing shop fully enclosed within a building.
 - (8) Cleaning, laundry and dyeing plants fully enclosed within a building.
 - (9) Creamery, ice cream manufacturing and dairy operations fully enclosed within a building.
 - (10) Farm implement display and sales room. (outdoor) (SUP required).
 - (11) Hotels, motels and inns.
 - (12) Mortuaries with or without crematoriums. (SUP required).
 - (13) Office buildings.
 - (14) Pet shops, retail, fully enclosed within a building.
 - (15) Printing, engraving and newspaper plants, fully enclosed within a building.
 - (16) Radio or television broadcasting station or studio with broadcasting towers (SUP required).
 - (17) Retail stores, fully enclosed within a building.
 - (18) Veterinarian or animal hospital with outdoor kennel or exercise runs (SUP required).
 - (19) Bowling alley and other commercial amusement (indoor) uses, fully enclosed within a building.
 - (20) Church worship facilities.
 - (21) Uses similar to the above mentioned permitted uses, provided activities conducted wholly inside a building and observe the requirements of all city ordinances.
 - (22) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (23) 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.
 - (24) Dwelling units of 850 square foot minimum size when located over a retail, restaurant or similar use on the first floor (SUP required).
 - (25) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (27) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
 - (28) Commercial amusement, outdoor (SUP required).
 - (29) Drive-in theater (SUP required).
 - (30) Flea market, outdoor (SUP required).
 - (31) Helipad, helistop or landing strip (SUP required).
 - (32) Kennels with outdoor runs (SUP required).
 - (33) Nightclub, bar. (SUP required).
 - (34) Brewery, distillery, or winery.
- (b) *Height.* No building shall exceed in height the width of the street on which it faces plus the depth of the front yard. On a lot adjoining a residential district, no building shall exceed forty-five (45) feet in height, except that this height may be increased up to the maximum of twelve (12) stories or one hundred eighty (180) feet at the rate of two (2) feet of additional height for each one (1) foot of additional setback from required yard lines. 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 "GB", 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 twenty-five (25) 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. The required rear 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.

(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 17-22.7. - "OTMU2" OLD TOWN MIXED USE 2 DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family dwellings.
 - (2) Single-family attached dwellings, provided that no more than nine (9) dwelling units are attached in one continuous row or group, and provided that no dwelling unit is constructed above another dwelling unit.
 - (3) Two-family dwellings (duplexes).
 - (4) Multi-family dwellings. Projects shall be a minimum of one (1) acre in land area. More than one lot may be utilized to meet the one-acre requirement as long as the lots are contiguous or directly across street rights-of-way. A minimum of twenty (20) units must be built in the first phase of construction.
 - (5) Retail establishments including but not limited to: bakeries; book, card, gift and stationary stores; building material sales; clothing; florists; grocery stores; and pet shops or others of a similar nature and subject to the following condition:
 - a. Temporary, portable outside display of merchandise is allowed on a daily basis but is limited to the area directly adjacent to the building occupied by the business and no more than five (5) feet from the building. A clear aisle shall be maintained for pedestrian access. Otherwise, no outside display or storage is permitted.
 - (6) Barber and beauty shops.
 - (7) Buildings and uses owned or operated by public governmental agencies.
 - (8) Business or commercial schools.
 - (9) Church worship facilities.
 - (10) Clinic, medical and dental, and related professional offices.
 - (11) Communication towers (SUP required). Towers, antennas and communication dishes located on a building may be extend a maximum of 15 feet above the building, but must be screened from view.
 - (12) Day nurseries.
 - (13) Dry cleaning and laundry services.
 - (14) Gasoline service stations, excluding major motor or transmission repair services (SUP required).
 - (15) Hotels, motels and inns.
 - (16) Mortuaries (SUP required).
 - (17) Professional offices.
 - (18) Restaurants.
 - (19) Veterinarian or animal clinic provided that no kennel or exercise runway shall be located outside the building.
 - (20) Video rental stores and movie theaters.
 - (21) 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. Dwelling units of 850 square foot minimum size shall be allowed as an accessory use to retail businesses.
 - (22) Non-accessory dwelling units of 650 square foot minimum size when located over a retail, restaurant or similar use on the first floor.
 - (23) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (24) Bed and breakfast (SUP required).
 - (25) Uses similar to the above mentioned permitted uses; provided activities conducted observe the requirements of all city ordinances.
 - (26) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (27) Gas and oil drilling accessory uses (SUP required).
 - (28) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
 - (29) Brewery, distillery, or winery.
 - (30) Bar (SUP required).
- (b) *Single-family detached and two-family requirements.*

- (1) *Maximum height.* No building shall exceed forty-five (45) feet or three and one-half (3-1/2) stories in height.
- (2) *Minimum dwelling size.* The minimum floor area of any single-family dwelling shall be one thousand seven hundred (1,700) square feet, exclusive of garages, breezeways and porches.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet. If a residential garage directly adjoins a rear alley, then the rear yard may be four (4) feet.

(c) *Single-family attached requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height.
- (2) *Minimum dwelling size.* The minimum floor area of any single-family attached dwelling shall be one thousand two hundred (1,200) square feet.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than six and one half (6.5) feet except if a residential garage directly adjoins a rear alley, then the rear yard may be four (4) feet.

(d) *Multi-family requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height excluding parapet walls. Parapet walls shall have a maximum height of eight (8) feet.
- (2) *Minimum dwelling size.* The minimum floor area of any multi-family dwelling shall be six hundred fifty (650) square feet, exclusive of garages, breezeways and porches.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than six and one half (6.5) feet except if a residential garage directly adjoins a rear alley, then the rear yard may be zero (0) feet.

(e) *Commercial and institutional building requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height excluding parapet walls. Parapet walls shall have a maximum height of eight (8) feet.
- (2) *Front yard.* No front setback is required.
- (3) *Side yard.* No side yard is required.
- (4) *Rear yard.* A rear yard of not less than ten (10) feet in depth shall be provided.

(f) *Other setbacks.*

- (1) The old town mixed use 2 district shall not be subject to the following provisions contained elsewhere in this ordinance:
 - a. "On a corner lot, the width of the yard along the side street shall not be less than any required front yard on the same side of such street between intersecting streets".
 - b. "...no accessory building shall be...closer than five feet to any rear or side lot line, and, in the case of corner lots, not less than the distance required for buildings from side streets".
 - c. "In any residential or MF district where 25 percent or more of the frontage upon the same side of a street between intersecting streets is occupied or partially occupied by a building or buildings having front yards of greater depth than is required by this chapter, no other lot upon the same side of such street between

such intersecting streets shall be occupied by a building with a front yard of less than the least depth of any such existing front yards.”

- (2) There shall be a minimum ten (10) foot setback on the driveway side of a lot when there is not sufficient maneuvering space on site to allow vehicles to exit the lot without backing onto a street identified as a thoroughfare on the Thoroughfare Plan.

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): <u>Jeff Capps, Jan Douglas</u>	
Company Name: <u>Cross Ventures LLC</u>	
Mailing Address: <u>322 N. Mill St. Lewisville, TX 75057</u>	
Work #:	Cell #: <u>214-864-1104</u>
E-Mail: <u>jeff@jeffcapps.com</u>	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): <u>[Signature]</u>	Date: <u>2-4-2016</u>
Printed Name: <u>Jeff Capps</u>	

Applicant/Agent (name): <u>Jeff Capps</u>	
Company Name: <u>Cross Ventures LLC</u>	
Mailing Address: <u>322 N. Mill St. Lewisville, TX 75057</u>	
Work #:	Cell #: <u>214-864-1104</u>
E-Mail: <u>jeff@jeffcapps.com</u>	
Applicant/Agent Signature <u>[Signature]</u>	Date: <u>2-4-2016</u>
Printed Name: <u>Jeff Capps</u>	

Current Zoning: <u>General Business</u>	Requested Zoning: <u>Old Town Mix Use 2</u>	Acres: <u>.42</u>
Legal Description (Lot/ Block/Tract/Abstract): _____		
Address/Location: <u>322 N. Mill St Lewisville, TX 75057</u>		

Application and Sign Fees:

<input checked="" type="checkbox"/>	Less than 1/2 acre	\$ 150.00
<input type="checkbox"/>	1/2 acre up to 4.99 acres	\$ 250.00
<input type="checkbox"/>	5 acres up to 24.99 acres	\$ 400.00

<input type="checkbox"/>	25 acres up to 49.99 acres	\$ 750.00
<input type="checkbox"/>	50 acres up to 99.99 acres	\$1,000.00
<input type="checkbox"/>	100 acres and more	\$1,500.00

Qty: <u>1</u>	Zone Change Signs - \$35 each. 1 sign required for each 5 acres (max. 5 per site)	\$ <u>35.00</u>
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Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	\$ <u>185</u>
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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 0.3-ACRE TRACT OF LAND OUT OF J.W. KING SURVEY, ABSTRACT NO. 696; LOCATED ON THE EAST SIDE OF NORTH MILL STREET APPROXIMATELY 120 FEET SOUTH OF EAST COLLEGE STREET; AT 322 NORTH MILL STREET; FROM GENERAL BUSINESS DISTRICT (GB) ZONING TO OLD TOWN MIXED USE 2 DISTRICT (OTMU2) 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 0.3-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 **OLD TOWN MIXED USE 2 DISTRICT (OTMU2) ZONING.**

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 7TH DAY OF MARCH, 2016.

ORDINANCE NO. _____

Page 5

APPROVED:

Rudy Durham, MAYOR

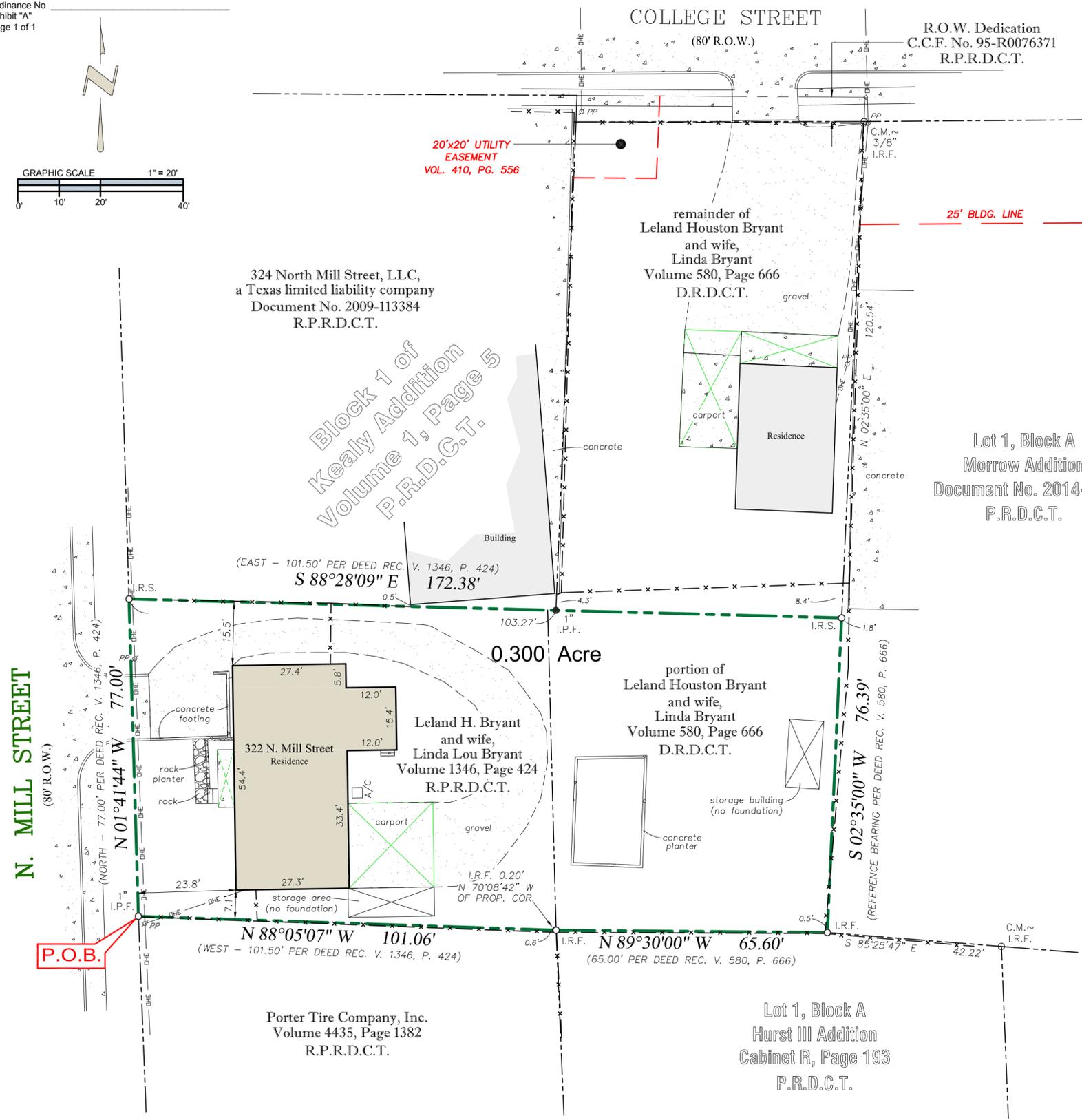
ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description



FIELD NOTE DESCRIPTION:

BEING a 0.300 acre tract of land situated in the City of Lewisville, Denton County, Texas, and being all of that certain tract of land described by deed to Leland H. Bryant and wife, Linda Lou Bryant, as recorded in Volume 1346, Page 424, of the Real Property Records of Denton County, Texas, and being a portion of that certain tract of land described by deed to Leland Houston Bryant and wife, Linda Bryant, as recorded in Volume 580, Page 666, of the Deed Records of Denton County, Texas, and being a portion of Block 1 of Kealy Addition, an Addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof recorded in Volume 1, Page 5 of the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1 inch iron pipe found for the southwest corner of the herein described tract, same being the southwest corner of said Bryant tract (Vol. 1346, Pg. 424), same being the northwest corner of that certain tract of land described by deed to Porter Tire Company, Inc., as recorded in Volume 4435, Page 1382, R.P.R.D.C.T., and being in the east line of N. Mill Street (an 80 foot wide right-of-way);

THENCE North 01 degrees 41 minutes 44 seconds West, with the east line of said N. Mill Street, a distance of 77.00 feet to a 1/2 capped iron rod stamped "ARTHUR SURVEYING COMPANY" set for corner, same being the southwest corner of that certain tract of land described by deed to Porter Tire Company, Inc., as recorded in Document No. 2009-113384, R.P.R.D.C.T.;

THENCE South 88 degrees 28 minutes 09 seconds East, with the south line of said 324 North Mill Street tract, passing en route a salient northwest corner of said Bryant tract (Vol. 580, Pg. 666), continuing on said course passing at a distance of 103.27 feet a 1 inch iron pipe found for the southeast corner of said 324 North Mill Street tract, continuing on said course traversing over and across said Bryant tract (Vol. 580, Pg. 666) for a total distance of 172.38 feet to a 1/2 capped iron rod stamped "ARTHUR SURVEYING COMPANY" set for corner, same being in the west line of Lot 1, Block A of Morrow Addition, an addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof recorded in Document No. 2014-391, P.R.D.C.T.;

THENCE South 02 degrees 35 minutes 00 seconds West, with the west line of said Morrow Addition, a distance of 76.39 feet to a 1/2 inch iron rod found for corner, same being in the north line of Lot 1, Block A of Hurst III Addition, an addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof recorded in Cabinet R, Page 193, P.R.D.C.T.;

THENCE North 89 degrees 30 minutes 00 seconds West, with the north line of said Hurst III Addition, a distance of 65.60 feet to a 1/2 inch iron rod found for corner, same being the northeast corner of said Porter Tire Company tract, same from which a 1/2 inch iron rod found bears North 70 degrees 08 minutes 42 seconds West, a distance of 0.20 feet;

THENCE North 88 degrees 05 minutes 07 seconds West, with the north line of said Porter Tire Company tract, a distance of 101.06 feet to the **POINT OF BEGINNING** and containing a total of 0.300 acres of land, more or less, and being subject to any and all easements that may affect.

LEGEND

X	FENCE (AT CENTER OF FENCE POST)	WM	WATER METER
DHE	OVERHEAD POWER	WV	WATER VALVE
PP	POWER POLE	ICV	IRRIGATION CONTROL VALVE
LP	LIGHT POLE	S	TRAFFIC/PARKING SIGN
GUY	GUY WIRE(S)	TMH	TELEPHONE MANHOLE
I.R.F.	IRON ROD FOUND	CA.T.V.	CABLE TELEVISION SUB-SURFACE BOX
I.R.S.	IRON ROD SET	CONCRETE	CONCRETE
TXDOT MON.	TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT	EDGE OF ASPHALT	EDGE OF ASPHALT
F.C.P.	FENCE CORNER POST	COVERED AREA	COVERED AREA
I.P.F.	IRON PIPE FOUND	NOTE: ALL IRON RODS FOUND ARE 1/2" UNLESS OTHERWISE NOTE.	
FH	FIRE HYDRANT	NOTE: ALL IRON RODS SET ARE 1/2" WITH YELLOW CAP STAMPED "ARTHUR SURVEYING COMPANY"	
SS/CO	SANITARY SEWER CLEAN-OUT		
SSMH	SANITARY SEWER MANHOLE		

EXHIBIT A

BOUNDARY SURVEY

0.300 acre tract, being a part of Block 1 of Kealy Addition City of Lewisville, Denton County, Texas

DRAWN BY: SWIM DATE: 10-21-15 SCALE: 1"= 20' CHECKED BY: DLA ASC NO.: 1510220



322 N. Mill Street Lewisville, Texas

The undersigned have/has received and reviewed a copy of this survey.

 Date: _____

Freedom Title
 132 W. Main Street
 Lewisville, TX 75057
 Ph. (972) 436-8141
 Fax (972) 436-8712

SURVEYOR'S CERTIFICATION: The undersigned does hereby certify to Freedom Title (G.F.# 15031196HV), that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge, there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way that I have been advised of except as shown hereon.

FLOOD NOTE: It is my opinion that the property described hereon is not within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community-Panel No. 480195 0565 G, present effective date of map, April 18, 2011, herein property situated within Zone "X".

Arthur Surveying Co.
 Professional Land Surveyors
 220 Elm St., # 200 - Lewisville, TX 75057
 Ph. 972.221.9439 - TFRN# 10063800
 arthursurveying.com Established 1986



Douglas L. Arthur

MEMORANDUM

TO: Donna Barron, City Manager

VIA: Todd White, Purchasing Manager

FROM: Sherry Harper, Health and Animal Services Manager

DATE: March 7, 2016

SUBJECT: **Approval of a Contract for Mosquito Control Services to Vector Disease Control International, Richardson, Texas, Inc., in the Amount of \$58,000 Per Year, and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

The services of Vector Disease Control International (VDCI) is being sought to provide a comprehensive study for the City of Lewisville and to monitor the type of mosquito species and the potential of West Nile in our area. The current Integrated Mosquito Management Plan, implemented in 2003 is operated under the Animal Services Division. Animal Control Officers are trained under State guidelines to prep, set, and collect traps in nine core sample sites throughout the city in a two-day period. The mosquito samples are shipped the following day to Texas Department of State Health Services in Austin, Texas for lab analysis. If disease is present, such as the West Nile Virus, an approved insecticide may be administered by a Pest Control Operator in the targeted area, (averaging 7-10 adulticiding the past three years). We have seen success through ground spraying resulting in a decrease in the mosquito population. The challenge with implementing the program with current City staff is managing any staff shortages and other competing job duties.

ANALYSIS

By adding a professional company such as VDCI, the issues become less of a challenge for staff in maintaining a program that operates efficiently. The City will also gain a professional company that specializes in integrated mosquito control. This includes faster lab analysis, (24-48 hours) as opposed to one to two weeks during peak season, and a biologist who is readily available to help determine the best course of action for the City to address mosquito and West Nile issues. The company will also provide better data tracking of the success of the program, something that has been lacking in the last several years. This contract was approved in the FY 2015-2016 budget.

RECOMMENDATION

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

PROFESSIONAL SERVICES AGREEMENT
for
MOSQUITO CONTROL

The City of Lewisville, Texas, hereinafter called City, hereby engages **Vector Disease Control International**, hereinafter called Consultant, to perform professional services in connection with providing a professionally designed and integrated program for the control of the mosquito population in the City, hereinafter called Project.

PROJECT

- I. SERVICES TO BE PROVIDED.** During the term of this Agreement, Consultant shall provide the following services during the mosquito breeding season beginning April 1st and continuing for 30 weeks:
- A. Surveillance.** Larvae breeding sites such as ditches, tire piles, artificial containers, septic ponds, rainwater pools, etc. will be inspected at least weekly. In addition, adult mosquito populations will be monitored using light traps, landing rates, and resting stations, if necessary. All collections will be identified as to species and population distribution. Density will be plotted to detect any changes in problem areas. Consultant will set nine (9) Gravid or CDC light traps weekly for the City for at least 30 weeks throughout the year. In addition to identification as to species and population distribution, disease vector species will be pooled from each trap location and Consultant will test each mosquito pool for West Nile Virus. Consultant agrees to address all Citizens' complaints.
 - B. Larviciding.** Consultant will apply only EPA-registered chemical and biological larvicides throughout the City. These will be applied at least weekly to persistent mosquito production areas and as indicated in other production areas. Chemicals, application rates, and methods will be tailored to habitat and mosquito species in order to provide greater control. There is no maximum cap on larviciding treatments for this contract.
 - C. Adulticiding.** Consultant will apply only EPA-registered mosquito adulticides that will be dispensed from truck-mounted ultra-low volume (ULV) equipment throughout the City in order to provide uniform control and protect against re-infestation. All ULV applications will be timed to coincide with peak mosquito activity in order to provide the most effective control possible. There is no maximum cap on the amount of truck mounted ULV treatments. The number of consecutive spraying days shall be mutually agreed upon by the Consultant and the City.
 - D. Record Keeping.** Consultant will keep complete records of all operations including records of inspections and larvicide and adulticide applications, all of which will be

tabulated and presented in written monthly reports to the City. All forms and reports of pesticide usage required by all regulatory agencies will be filed to comply with applicable laws and copies will be submitted to the City for its files upon request.

II. COMPENSATION. For services to be provided by Consultant during the term hereof, the City shall pay to Consultant the following:

- A.** For the year 2016 the sum of FIFTY-EIGHT THOUSAND DOLLARS (\$58,000) in nine (9) equal monthly installments of \$6,444.44 each, payable on or before the 15th day of each month, beginning April 15th, 2016 ending December 15th 2016.
- B.** If the contract is renewed for the 2017 Calendar year or future subsequent years, the sum of FIFTY-EIGHT THOUSAND DOLLARS (\$58,000.00) will be paid in nine (9) equal monthly installments of \$6,444.44 each, payable on or before the 15th day of each month, beginning April 15th and ending December 15th, unless the payment schedule is changed with mutual agreement by both parties.

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

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

IV. TERM OF CONTRACT. The primary term of this Agreement shall be for a period of ONE YEAR beginning March 1st, 2016 and ending December 31st, 2016 (the "Expiration Date"). This contract may be renewed for a period of four (4) one (1) year renewals, subject to mutual agreement by both parties to any changes in the pricing and terms of this agreement.

V. REUSE OF DOCUMENTS. All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect

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

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

VII. INDEMNIFICATION. THE CONSULTANT AGREES TO INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGEMENTS, 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 OCCAISIONED BY CONSULTANT'S BREACH OF ANY OF THESE TERMS AND CONDITINS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROFICED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTOR, AND IN THE EVENT OF A JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY , IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THELAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILTY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLEY FOR THE BENEFIT OF THE PAARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTURAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITIY.

VIII. TERMINATION. This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each

party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.

- IX. PROTECTION OF RESIDENT WORKERS.** The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- X. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
- XI. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

- XII. SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to partners, successors, executors, administrators, and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
- XIII. VENUE, CHOICE OF LAW AND JURISDICTION.** In the event that a dispute arises, both parties stipulate the dispute will be resolved by a court of Competent Jurisdiction located in Denton County, Texas only and that laws of the State of Texas shall apply to all disputes. Client's responsibility under this contract shall substantially or wholly be performed in Denton County, Texas. The parties further stipulate that jurisdiction of any dispute that arises from this contract is proper in Denton County.
- XIV. CIVIL UNREST.** Notwithstanding anything contained in this Agreement to the contrary, in the event Consultant, in its sole discretion, determines that because of civil unrest a substantial risk of personal injury to its employees or damage to its equipment exists, then Consultant may refuse to provide services in that part of the coverage area where such risk exists until (a) order is restored and the threat of such injury or damage has been resolved; or (b) the City has, in the sole discretion of Consultant, taken adequate security measures to insure safety of Consultant's personnel and equipment. Any refusal by Consultant to treat a part of the coverage area under the circumstances described in this section shall not be deemed to be a breach of this Agreement.
- XV. DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

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

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

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

By: _____
Donna Barron, City Manager

Date: _____

Attest: _____
Julie Heinze

By: 

Date: 2-22-16

Attest: 

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

ATTACHMENT "A"

INSURANCE REQUIREMENTS GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense)

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability

minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.

3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
 - b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Workers' Compensation and Employer's Liability Coverage
The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
3. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
4. Pollution Liability
Contractor shall maintain Pollution Liability Insurance with a limit not less than One Million Dollars (\$1,000,000.00) for each occurrence for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and cost and expenses incurred in the investigation, defense, or settlement of claims.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

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

H. PROOF OF INSURANCE

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

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: March 7, 2016

SUBJECT: **Approval of an Economic Development Agreement by and Between the City of Lewisville and Randy and Ronda Owens; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

Randy and Ronda Owens, owners of the building at West 115 Main Street, will be renovating the current building space to open a coffee shop Perc On The Plaza. They are projected to invest \$227,080 in renovations, including rear and front façade improvements, installation of a grease trap and a roof top balcony. The proposed agreement provides for a grant where the City will reimburse Randy and Ronda Owens for certain actual expenses not to exceed \$18,537. The plans for Perc On The Plaza have been reviewed and approved by the Old Town Design Review Committee.

The terms in this agreement were presented to the City Council during an Executive Session in August 2015 for discussion. This agreement reflects the direction that Council gave staff during that session.

The building at West 115 Main Street was previously Main Street Barber Shop owned by Carl Baker. In October of 2014 Mr. Baker sold the property to Randy and Ronda Owens. On June 22, 2015 the Old Town Design Review Committee (OTDRC) approved the initial design of Perc On The Plaza. This approval included the addition of a large rooftop balcony, extending approximately 20 feet into the City of Lewisville property and the full length of adjoining property at West 119 Main Street. On October 2, 2015 the Planning and Zoning Committee approved final plat for Wayne Ferguson Plaza. In the Fall of 2015, the roof balcony portion of the project was scaled back omitting the portion over the roof at West 115 Main Street and the adjoining property. On January 25, 2016 OTDRC approved the new design to include a smaller balcony and a redesign of the front of building.

Approval of the Encroachment License Agreement for the proposed roof balcony on the City of Lewisville property is scheduled for the next Council Meeting on March 21, 2016.

ANALYSIS

Randy and Ronda Owens have indicated that the total projected investment for renovations will be \$227,080. The agreement calls for the City to reimburse the owners for qualifying actual expenses after successful completion of the work. These expenses include:

Subject: Hotel Ordinance Amendments
March 7, 2016
Page 2

- Front façade improvements estimated at \$8,112
- Rear façade improvements estimated at \$6,300
- Installation of a grease trap estimated at \$4,125

The total reimbursement amount shall not exceed \$18,537.

RECOMMENDATION

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

Aerial Map - 115 W. Main



ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the City of Lewisville, Texas, a home rule municipality duly acting by and through its City Manager (“City”) and RO Properties, LTD (“Company”), collectively referred to as Parties (“Parties”).

W I T N E S S E T H:

WHEREAS, the City finds that the administration of a program to participate with the Company in an amount hereinafter set forth, in return for certain construction alterations on real property described herein, hereinafter referred to as “Program”, would promote local economic development and commercial activity in the Old Town area and would further constitute historical restoration and preservation activities to encourage tourists to visit the Old Town area, thereby directly establishing a public purpose and promotes tourism; and

WHEREAS, the City has determined that said Program contains sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources in the establishment and administration of the Program; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Chapter 380"), the City adopted an Economic Incentive Policy for making economic development incentives and 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 Chapter 380; and

WHEREAS, in order to maintain and/or enhance the commercial economic 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, on the ____ day of _____ 2016, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”);

WHEREAS, the Company currently owns property at 115 West Main Street, including improvements, and has obtained a license from the City to build improvements on an adjacent

portion of City property in accordance with the License Agreement executed on _____, 2016, both properties and any improvements thereupon being the subject of this Agreement and more fully described in Attachment “A”, attached hereto and made a part hereof (“Property”);

WHEREAS, the City desires to see the Property developed in a manner that is visually compatible with other structures in Old Town Lewisville and in compliance with the City’s wastewater requirements;

WHEREAS, the Parties desire to enter into this Agreement pursuant to Chapter 380;

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Company to develop the Property in a manner that is beneficial to the City and its residents;

WHEREAS, the City desires to enhance Old Town Lewisville as a local and regional destination for dining and entertainment by encouraging the revitalization of Old Town properties and the opening of new food service, retail, and entertainment establishments in Old Town;

WHEREAS, the Company agrees to develop the Property in a manner consistent with the approved Old Town development plan as defined by City of Lewisville Code of Ordinances Chapter 9.5 (“Old Town Development Plan”) and attached as Attachment “B”, or as that plan may be amended in accordance with all provisions of the City;

WHEREAS, the City finds that the administration of an economic development agreement to provide incentives to the Company in return for developing the Property would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose, and;

WHEREAS, the City has determined that this Agreement contains sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources in the establishment and administration of the 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 enhancement of Old Town Lewisville both aesthetically and as a destination for dining and entertainment, 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 Agreement shall be effective upon execution by both Parties (“Effective Date”) and shall continue for a period of five (5) years, unless terminated earlier in accordance with 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 paragraphs of this Agreement.

“**City**” has the meaning set forth in the introductory paragraphs of this Agreement.

“**Construction Costs**” shall mean the actual expenses of construction, renovation, and/or installation of the front façade, rear façade, and grease trap on the Property, including, but not limited to: hard construction, construction equipment charges, and the costs of construction materials and the delivery thereof.

“**Construction Plans**” shall mean a construction plan for the Property Improvements, as required by City of Lewisville Code of Ordinances Section 9.5-71(g), approved and, if necessary, subsequently amended, in accordance with city ordinance.

“**Effective Date**” shall mean the date established in Article I of this Agreement.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of the 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 the Company), fire, explosion or flood, and strikes.

“**Grant**” shall have the meaning set forth in Article IV.

“**Old Town Development Plan**” shall have the meaning set forth in the introductory paragraphs of this Agreement.

“**Company**” shall have the meaning set forth in the introductory paragraphs of this Agreement.

“Proof of Payment” shall mean adequate documentation to demonstrate that Construction Costs have been paid for by the Company prior to reimbursement, and shall include copies of cleared checks or credit card or bank statements, attached to contractor invoices signed and dated by both the Company and the contractor, or equivalent documentation as agreed to by the City. The City shall have the right to reject any Proof of Payment it deems inadequate.

“Property” shall have the meaning set forth in the introductory paragraphs of this Agreement.

“Property Improvement(s)” shall mean all improvements to the Property fully described in Attachment “B”, including a rooftop balcony structure, as well as a grease trap to be installed on the Property.

“Substantial Completion” shall mean the issuance of a certificate of occupancy for the Property Improvements by the City.

ARTICLE III GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, the Company shall commence construction of the Property Improvements on the Property in accordance with the Old Town Development Plan included herein as Attachment “B” and the Construction Plans. The Old Town Development Plan and Construction Plans may be amended in compliance with City ordinance without affecting this Agreement. The Company shall reach Substantial Completion within eighteen (18) months from the Effective Date of this Agreement.

3.2 If the Company fails to meet Substantial Completion within eighteen (18) months from the Effective Date and the failure is due to Force Majeure or the City determines that substantial progress has been made toward Substantial Completion, additional time to reach Substantial Completion may be granted by the City, at the City’s discretion.

ARTICLE IV ECONOMIC DEVELOPMENT INCENTIVE

4.1 Grant. Upon Substantial Completion, the City shall reimburse the Company for the Construction Costs of certain portions of the Property Improvements, as set forth below, in the form of a grant not to exceed \$18,537 (the “Grant”).

	Detail	Projected Construction Costs	Maximum Reimbursements from Start-Up Grant
1	Front Façade	\$20,280.00	\$8,112.00
2	Rear Façade	\$12,600.00	\$6,300.00
3	Grease Trap	\$8,250.00	\$4,125.00

4.2 Payment. Upon Substantial Completion, the Company may submit written requests for payment of the Grant, along with Proof of Payment, to the City’s Office of Economic Development. Payment requests with attached Proof of Payment shall be submitted no later than forty-five (45) days after the date of Substantial Completion. **Failure to timely submit such requests may delay or void reimbursement at the City’s discretion.** If Proof of Payment presented by the Company is deemed inadequate by the City, the Company shall have until either ten (10) business days after notice from the City or forty-five (45) days after Substantial Completion, whichever is later, to cure, or the attached payment request shall not be eligible for reimbursement. One lump sum grant payment encompassing all reimbursements shall be made by the City within thirty (30) days after the Company submits the Company’s final payment request with attached Proof of Payment for the Construction Costs. At the time the final payment request is submitted, the Company shall submit a signed Certification Statement (Attachment “C”), copies of all building permits, and inspection documentation.

ARTICLE V AGREEMENT CONDITIONS

5.1 Minimum Use Condition. During the Term of this Agreement, following the issuance of a certificate of occupancy, the Property shall be continuously occupied and operated as a coffeehouse or restaurant, with on-site food and beverage service. A coffeehouse or restaurant which receives more than 51% of its gross revenues from the sale of alcoholic beverages shall only

fulfill this Minimum Use Condition with the written approval of the City's Director of Economic Development and Planning.

5.2 Minimum Investment Condition. Before Substantial Completion, the Company shall invest, at a minimum, in certain portions of the Property and Property Improvements, as listed:

Front Façade:	\$20,280.00
Rear Façade:	\$12,600.00
Rooftop Balcony:	\$185,950.00
Grease Trap:	\$8,250.00

ARTICLE VI TERMINATION

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

1. By written agreement of the Parties;
2. Expiration of the Term;
3. By either party in the event the other party breaches any of the terms or conditions of this Agreement, including a breach of the Minimum Use and Minimum Investment Conditions in Article V, and such breach is not cured within sixty (60) days after written notice thereof, unless another cure period is specified;
4. By City, if the Company suffers an Event of Bankruptcy;
5. By City, if any taxes, assessments or payments owed to the City or the State of Texas on the Property become delinquent and are not cured within sixty (60) days after written notice thereof (provided, however the Company retains the right to timely and properly protest and contest any such taxes or assessments); and
6. As otherwise stated within this Agreement.

In the event the Agreement is terminated by the City pursuant to Sections (3), (4), (5), or (6) of this Article, the Company shall pay back, within sixty (60) days of receiving written notice from the City, any Grant funds received up to the date of termination.

ARTICLE VII 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 the Company unless written permission is first granted by the City and unless the Company's assignee agrees to be bound by all terms and conditions of this Agreement. It is understood and agreed between the Parties that the Parties, in performing their obligations thereunder, are acting independently, and neither party assumes responsibility or liabilities in connection therewith to third parties.

6.2 The Company further agrees that the City and its agents and employees shall have reasonable rights of access to the Property during the Term of this Agreement to inspect the Property and Property Improvements in order to ensure that the construction/installation of the Property 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 requirements, to inspect the Property to ensure that the Property is thereafter maintained, operated, and occupied in accordance with this Agreement, including the Minimum Use Provision in Article V, provided that with respect to access to the Property under the terms of this Agreement, the City must give the Company reasonable prior telephone or written notice of any such inspection, and a representative of the Company shall have the right to accompany the agent or employee of the City who is conducting such inspection. The City represents and warrants that the Property does not include any property that is owned by a member of the City Council having responsibility for the approval of this Agreement.

6.3 Notices required to be given to either 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:

RO Properties, LTD

Attn: Perc On The Plaza
106 Tuesday Haus Lane
Highland Village, TX 75077

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

6.4 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.

6.5 This Agreement may be modified or rescinded only by a written instrument signed by both of the Parties or their duly authorized agents.

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

6.7 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.

6.8 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.

6.9 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.

6.10 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.

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

SIGNATURE PAGE(S) FOLLOW

DATED this the _____ day of _____, 2016.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

ATTEST:

Julie Heinze, City Secretary

APPROVED TO FORM:

Lizbeth Plaster, City Attorney

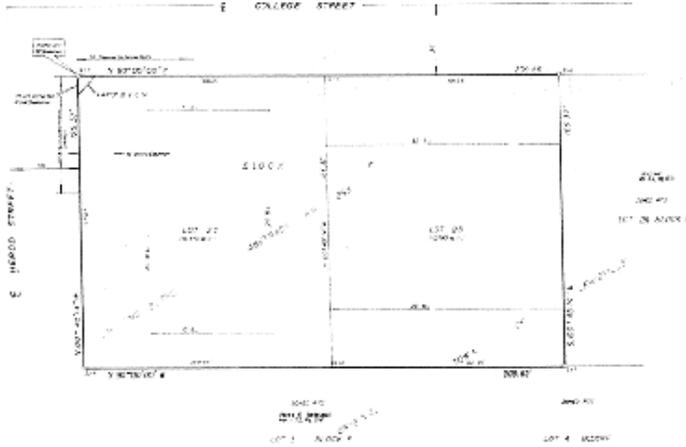
RANDY AND RONDA OWENS

By: _____

Name: _____

Title: _____

Attachment "A"
LEGAL DESCRIPTION
Property Location Map



The undersigned, the City of Knoxville, Tennessee, hereby certifies that the property described in this plat is located within the City of Knoxville, Tennessee, and that the same is subject to the provisions of the Economic Development Agreement between the City of Knoxville and the State of Tennessee, as amended, and that the same is subject to the provisions of the Economic Development Agreement between the City of Knoxville and the State of Tennessee, as amended, and that the same is subject to the provisions of the Economic Development Agreement between the City of Knoxville and the State of Tennessee, as amended.

WITNESSED by me, the Mayor of the City of Knoxville, Tennessee, this 18th day of March, 2019.

John R. Cooper
Mayor

WITNESSED by me, the Mayor of the City of Knoxville, Tennessee, this 18th day of March, 2019.

John R. Cooper
Mayor

WITNESSED by me, the Mayor of the City of Knoxville, Tennessee, this 18th day of March, 2019.

John R. Cooper
Mayor



SL 0506 A
R14836
City of Knoxville
BKR 1812(0155) - ALL
COI, SC9, C19

OFFICE OF THE CITY CLERK
COUNTY OF HAMILTON, TENNESSEE

LEGAL DESCRIPTION OF THE PROPERTY DESCRIBED IN THIS PLAT

SECTION 1. BEING THE PROPERTY OF THE CITY OF KNOXVILLE, TENNESSEE, DESCRIBED AS FOLLOWS:

SECTION 2. BEING THE PROPERTY OF THE CITY OF KNOXVILLE, TENNESSEE, DESCRIBED AS FOLLOWS:

SECTION 3. BEING THE PROPERTY OF THE CITY OF KNOXVILLE, TENNESSEE, DESCRIBED AS FOLLOWS:

SECTION 4. BEING THE PROPERTY OF THE CITY OF KNOXVILLE, TENNESSEE, DESCRIBED AS FOLLOWS:

SECTION 5. BEING THE PROPERTY OF THE CITY OF KNOXVILLE, TENNESSEE, DESCRIBED AS FOLLOWS:

SECTION 6. BEING THE PROPERTY OF THE CITY OF KNOXVILLE, TENNESSEE, DESCRIBED AS FOLLOWS:

SECTION 7. BEING THE PROPERTY OF THE CITY OF KNOXVILLE, TENNESSEE, DESCRIBED AS FOLLOWS:

SECTION 8. BEING THE PROPERTY OF THE CITY OF KNOXVILLE, TENNESSEE, DESCRIBED AS FOLLOWS:

SECTION 9. BEING THE PROPERTY OF THE CITY OF KNOXVILLE, TENNESSEE, DESCRIBED AS FOLLOWS:

SECTION 10. BEING THE PROPERTY OF THE CITY OF KNOXVILLE, TENNESSEE, DESCRIBED AS FOLLOWS:

STATE OF TENNESSEE
COUNTY OF HAMILTON

JOHNNIE LONG
NOTARY PUBLIC
My Comm. Expires 03/31/2021

WITNESSED by me, the Notary Public, this 18th day of March, 2019.

Johnnie Long
Notary Public

FINAL PLAT	
100.00' x 100.00'	LOT 10
100.00' x 100.00'	LOT 11
100.00' x 100.00'	LOT 12
100.00' x 100.00'	LOT 13
100.00' x 100.00'	LOT 14
100.00' x 100.00'	LOT 15
100.00' x 100.00'	LOT 16
100.00' x 100.00'	LOT 17
100.00' x 100.00'	LOT 18
100.00' x 100.00'	LOT 19
100.00' x 100.00'	LOT 20

Attachment "B"
CONCEPT PLANS AS APPROVED BY OTDRC



Attachment "B"
CONCEPT PLANS AS APPROVED BY OTDRC



Attachment "B"
CONCEPT PLANS AS APPROVED BY OTDRC

Perc On Plaza

115 W Main Street, Lewisville, Tx

Brick

Summitville Thin Brick, Color: #14 Alexandria

Awning (picture example)



To be painted, color: Black

Metal pipe column

To be painted, color: black

Windows

Andersen Windows, 100 Series, Color: Black

Wood panel

To be painted, Valspar Paint, Color: Homestead Resort Parlor Taupe 7003-1

Doors

Aluminum Storefront Doors, Paint to match windows

Description of stucco

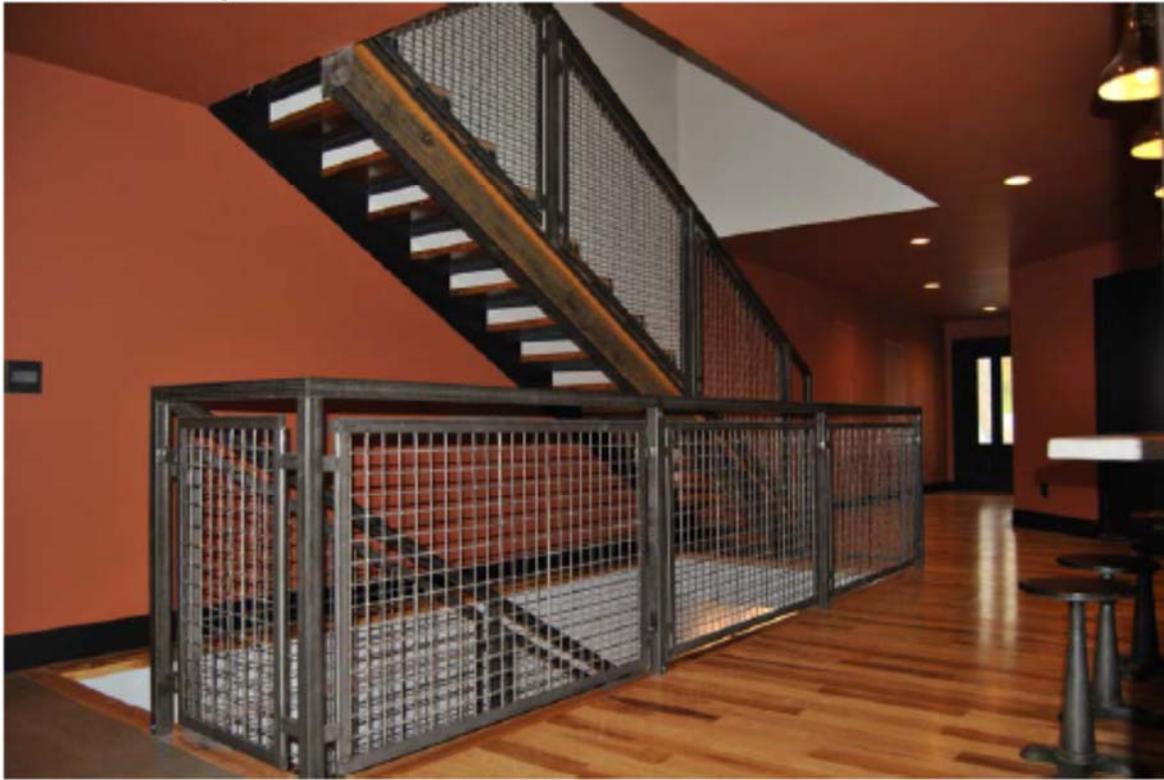
EIFS, Valspar Paint, Color: Homestead Resort Parlor Taupe 7003-1

Trim/ Accent paint

Valspar Paint, Color: Hubbell House Clay 2006-9B

Attachment "B"
CONCEPT PLANS AS APPROVED BY OTDRC

Railing (picture example)
Metal, to be painted, color: black



Signage
Signs is a subject of separate permit

Standing seam metal roof
Color - Galvalume

Attachment "B"

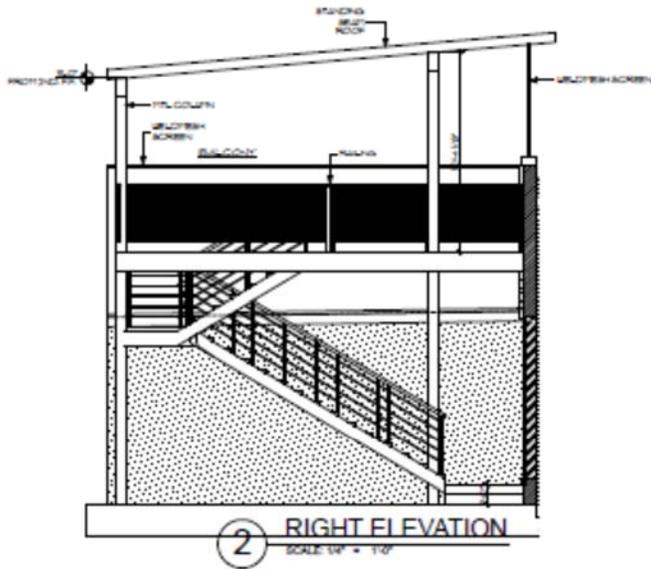
CONCEPT PLANS AS APPROVED BY OTDRC



<p>WILLIAM PECK & ASSOCIATES INC. ARCHITECTS Lewisville, Tx (972) 221-1424</p>	<p>PERC ON THE PLAZA 115 WEST MAIN STREET LEWISVILLE, TX DATE : 01-13-2016</p>	<p><small>These plans are intended to provide the basic descriptive information necessary to accurately describe the structure. These construction documents must be verified and checked by the holder or person in authority of this project. Any discrepancy, error, and/or omission, if any, are to be brought to the attention of the Designer prior to any construction or construction taking place. It is recommended that the owner or holder obtain separate engineering services for foundation, HVAC, and electrical, prior to construction of any work. NOTES: All National, State and Local codes, ordinances, and regulations have precedence over any part of these construction documents which may conflict with same, and must be strictly obeyed and followed before and during construction. THESE CONSTRUCTION DOCUMENTS AND THEIR USE ARE THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. AND ARE NOT TO BE TRADED, REPRODUCED OR REPRODUCED IN ANY MANNER BY ANY MEANS, WITHOUT THE EXPRESS WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC. ALL RIGHTS RESERVED.</small></p>
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Attachment "B"

CONCEPT PLANS AS APPROVED BY OTDRC



<p>WILLIAM PECK & ASSOCIATES INC. ARCHITECTS Lewisville, Tx (972) 221-1424</p>	<p>PERC ON THE PLAZA 115 WEST MAIN STREET LEWISVILLE, TX DATE : 01-13-2016</p>	<p><small>These plans are intended to provide the basic construction information necessary to accurately construct the structure. These construction documents shall be verified and checked by the contractor or person in custody of the project for discrepancies and/or omissions. It is recommended that the owner or other stakeholder employ engineering services for foundation, steel, and structural steel in cooperation with the architect. These construction documents are not to be used for any other purpose without the written permission of William Peck & Associates, Inc. All rights reserved.</small></p>
--	--	--

Attachment "C"

**CITY OF LEWISVILLE
OFFICE OF ECONOMIC DEVELOPMENT
PAYMENT CERTIFICATION STATEMENT**

I, _____, as Company of the property at 115 West Main Street and party to the Economic Development Agreement set forth between the City of Lewisville and Randy and Ronda Owens, do certify that the attached approved charges for reimbursement were incurred solely for the purposes of renovations in accordance with the attached Agreement and that the charges are true and correct to the best of my knowledge.

Signed:

Company-Name

Date:

Contact Information:

Phone:

Address:

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: March 7, 2016

SUBJECT: **Approval of an Economic Development Agreement by and Between the City of Lewisville and DFW Lewisville Partners, GP; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

DFW Lewisville Partners, GP is constructing an approximately 249,500 square foot industrial facility at 2801 S. Valley Parkway. DFW Lewisville Partners GP will invest approximately \$16,000,000 in real property value as a result of the project. The new development will enhance Lewisville's existing industrial base, and provide an excellent facility for locating high value tenants. DFW Lewisville Partners, GP has already built four buildings at the Majestic Airport Center in southwest Lewisville with current tenants including Bed Bath & Beyond Inc. and the Kellogg Company.

ANALYSIS

The proposed incentives include:

- 75% rebate of Real Property taxes for 5 years
- 75% rebate of the Tenant's Business Personal Property taxes for 5 years

Based on an estimated real property value of \$16,000,000, the City's obligation would be \$52,330 per year for a total of \$258,532 over 5 years.

RECOMMENDATION

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

Aerial Map - 2801 S Valley Pkwy



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, (hereinafter referred to as "City"); and DFW LEWISVILLE PARTNERS, GP, a general partnership ("DFW") (hereinafter referred to as "Owner") (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, Owner owns all of that approximately 15.64 acre tract of land situated on Lot 1, Block D of Majestic Addition, of the Plat Records of Denton County, Texas which real property is located at 2801 South Valley Parkway and more particularly described by metes and bounds in "Attachment A" attached hereto (the "Land"); and

WHEREAS, Owner intends to construct and improve certain Real Property Improvements (hereinafter defined) on the Land and to lease the Real Property Improvements; and

WHEREAS, Owner's development efforts described herein will create permanent new jobs in the City; and

WHEREAS, the contemplated use of the Premises (hereinafter defined), the contemplated Improvements (hereinafter defined) 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

Economic Development Agreement -- Page 1 of 12

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 executed by the City (“Effective Date”) and shall continue in effect until December 31 of the fifth (5th) full calendar year after the Owner receives a certificate of occupancy for the first Tenant on the Premises, unless sooner terminated in accordance with the termination provisions in this Agreement. This agreement terminates automatically if a Tenant is not secured by **December 31, 2019**.

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 have the same definition as Real Property Improvements.

“**Business Personal Property**” (“BPP”) shall mean tangible personal property, equipment and fixtures, other than inventory or supplies, owned or leased by Tenant that is added to the Real Property Improvements subsequent to the execution of this Agreement.

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

“**Clawback Event**” means the Owner 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 Owner from the City shall be subject to repayment by Owner pursuant to Article VI 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.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of Owner, 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 Owner), fire, explosion or flood, and strikes.

“**Improvements**” shall mean collectively Business Personal Property and Real Property Improvements.

“**Owner**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Premises**” shall mean the Land and the Real Property Improvements located thereon.

“**Real Property Improvements**” shall mean an office/industrial facility constructed on the Premises containing approximately 249,500 square feet of space and other ancillary facilities such as required parking and landscaping more fully described in the submittals filed with the City.

“**Required Use**” shall mean use of the Premises for the continuous operation of office and warehouse facility, subject to temporary cessations of such operations as a result of Force Majeure.

“**Tenant**” shall mean a user that will occupy the building on a specific lease term.

ARTICLE III GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, Owner shall commence with constructing the Real Property Improvements at a minimum capital investment of sixteen million dollars (\$16,000,000). Owner shall substantially complete the Real Property Improvements by **December 31, 2016**, provided that the City may grant Owner additional time to complete the Real Property Improvements if, in the reasonable opinion of the City, Owner is diligently pursuing completion of the Real Property Improvements. In the event of Force Majeure or if, in the reasonable opinion of the City, Owner has made substantial progress toward completion of the Real Property Improvements, the City may grant additional time as may be required. The date of substantial completion of the Real Property Improvements shall be defined as the date that Owner receives a final certificate of occupancy permit on the Real Property Improvements from the City.

3.2 The Premises are not in an improvement project financed by tax increment bonds.

3.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City; provided however, that this section shall not be construed to create a security interest in the Premises in favor of such holders of outstanding bonds of the City.

3.4 During the period of this Agreement, Owner shall be subject to all applicable City taxation not specifically abated or exempted, including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

ARTICLE IV ECONOMIC DEVELOPMENT INCENTIVES

4.1 Owner Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide to Owner an economic development grant in an amount 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 a percentage of the taxes assessed and paid on the Real Property Improvements located on the Premises in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof. Owner shall pay all applicable taxes in accordance with the state and local regulations. Owner will be paid the grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in Section 4.2. Said grant shall be an amount equal to seventy five percent (75%) of the value of the ad valorem property taxes on the Real Property Improvements on the Premises paid to the City. 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 that a certificate of occupancy is issued to the first Tenant in the Building.

4.2 Timing of Grant. Owner (or Tenant, as applicable) acknowledge 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, Owner (or Tenant, as applicable) shall submit to the City, no later than February 15 for each year in which the grant is to be paid, all of the following: (1) proof of payment of its real property tax liability; (2) its Annual Compliance Report shown on "Attachment B"; and (3) a letter of request for payment. Subject to the satisfactory receipt of these items by February 15, the City agrees that the grant will be paid in full to Owner (or Tenant, as applicable) prior to March 30 or within forty-five (45) days of satisfactory receipt of the above listed items.

4.3. Tenant Grant. Subject to the terms and conditions of this Agreement, the City also agrees to give to any single Tenant that occupies eighty percent (80%) or more space within the Building, an economic development grant. Said grant shall be calculated upon a percentage of the ad valorem property taxes assessed and paid on the Business Personal Property of the Tenant located

within the Building in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof. The Tenant shall pay all applicable taxes in accordance with the state and local regulations. Tenant will be paid the grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in Section 4.2. Said grant shall be an amount equal to seventy five percent (75%) of the value of business personal property taxes on the Business Personal Property in the Building paid to the City. 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 that a certificate of occupancy is issued to the Tenant in the Building. In order to receive said grant, Tenant shall execute a separate grant agreement with the City prior to occupying the Building.

ARTICLE V AGREEMENT CONDITIONS

5.1 Minimum Use Condition. During the Term of this Agreement, the Premises shall not be used for any purpose other than the Required Use, except in connection with and to the extent of an event of Force Majeure.

5.2 Minimum Investment Condition. To be eligible for the grant under this Agreement, Owner shall invest a minimum of sixteen million dollars (\$16,000,000) for Real Property Improvements on the Premises. This investment shall be made no later than **December 31, 2016**. Owner shall maintain a minimum investment of at least sixteen million dollars (\$16,000,000) subject to depreciation in accordance with generally accepted accounting practices or applicable tax regulations and tables. City and Owner understand that the appraisal of the Improvements will be determined by the Denton Central Appraisal District on an annual basis or as otherwise required by law. Owner agrees to allow reasonable access to the Improvements 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 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. Owner shall render a minimum value of sixteen million dollars (\$16,000,000) on Real Property Improvements for the first year following completion of construction.

5.3 Community Support. Any Tenant eligible to receive a grant in accordance with this Agreement shall support a community event or economic development activity with a minimum contribution of five thousand dollars (\$5,000) a year to the City for the Term of this Agreement. The actual amount of contribution will be negotiated at the time of execution of an agreement with the Tenant based on the value of the grant provided to the Tenant by the City. The City's community support shall not exceed fifteen thousand dollars (\$15,000) a year.

5.4 Certification. Owner 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 15 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 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 Owner suffers an Event of Bankruptcy; and
- (e) by City, if any impositions owed to the City or the State of Texas by Owner shall remain delinquent after the Cure Period; and
- (f) by Owner 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 Owner 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 Owner 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 Owner unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as Owner'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 Owner, in performing its obligations thereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties.

7.3 Owner 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 Owner'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 Owner reasonable prior written notice no less than two (2) days prior to any such inspection, and (ii) a representative of Owner 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 do 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 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 Owner by notice to:

Majestic Realty Co.
Attn: Al Sorrels
5400 LBJ Freeway, Suite 110
Dallas, TX 75240

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 OWNER 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 OWNER'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF OWNER, 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 Owner.

DATED this the _____ day of _____, 2016.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

ATTEST:

Julie Heinze, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

OWNER:

DFW LEWISVILLE PARTNERS, GP.,
a general partnership

By: Majestic Lewisville Partners, L.P.,
a Delaware limited partnership

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: _____

By: _____
Name: _____
Title: _____

ATTACHMENT A

Legal Description:

ATTACHMENT B
Annual Compliance Report

CITY OF LEWISVILLE
ANNUAL COMPLIANCE REPORT

2801 S. Valley Parkway
Lewisville, Texas

Item	Purpose	Compliance Information	
1	Calendar Year		
2	Total Square Feet Leased		
3	Declared Real Property Value (first year only)	\$	
4	Community Support	Yes	No
	Required Use	Yes	No

Certified By:

OWNER:

Name: _____

Title: _____

Email: _____

Phone: _____

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: March 7, 2016

SUBJECT: **Approval of an Economic Development Agreement by and Between the City of Lewisville and DFW Lewisville Partners, GP; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

DFW Lewisville Partners, GP is constructing an approximately 329,060 square foot industrial facility at 2701 S. Valley Parkway. DFW Lewisville Partners GP will invest approximately \$19,000,000 in real property value as a result of the project. The new development will enhance Lewisville's existing industrial base, and provide an excellent facility for locating high value tenants. DFW Lewisville Partners, GP has already built four buildings at the Majestic Airport Center in southwest Lewisville with current tenants including Bed Bath & Beyond Inc. and the Kellogg Company.

ANALYSIS

The proposed incentives include:

- 75% rebate of Real Property taxes for 5 years
- 75% rebate of the Tenant's Business Personal Property taxes for 5 years

Based on an estimated real property value of \$19,000,000, the City's obligation would be \$62,142 per year for a total of \$307,007 over 5 years.

RECOMMENDATION

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

Aerial Map - 2701 S Valley Pkwy



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, (hereinafter referred to as "City"); and DFW LEWISVILLE PARTNERS, GP, a general partnership ("DFW") (hereinafter referred to as "Owner") (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, Owner owns all of that approximately 18.41 acre tract of land situated on Lot 1, Block F of Majestic Addition, of the Plat Records of Denton County, Texas which real property is located at 2701 South Valley Parkway and more particularly described by metes and bounds in "Attachment A" attached hereto (the "Land"); and

WHEREAS, Owner intends to construct and improve certain Real Property Improvements (hereinafter defined) on the Land and to lease the Real Property Improvements; and

WHEREAS, Owner's development efforts described herein will create permanent new jobs in the City; and

WHEREAS, the contemplated use of the Premises (hereinafter defined), the contemplated Improvements (hereinafter defined) 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

Economic Development Agreement -- Page 1 of 12

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 executed by the City (“Effective Date”) and shall continue in effect until December 31 of the fifth (5th) full calendar year after the Owner receives a certificate of occupancy for the first Tenant on the Premises, unless sooner terminated in accordance with the termination provisions in this Agreement. This Agreement terminates automatically if a Tenant is not secured by **December 31, 2019**.

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 have the same definition as Real Property Improvements.

“**Business Personal Property**” (“BPP”) shall mean tangible personal property, equipment and fixtures, other than inventory or supplies, owned or leased by Tenant that is added to the Real Property Improvements subsequent to the execution of this Agreement.

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

“**Clawback Event**” means the Owner 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 Owner from the City shall be subject to repayment by Owner pursuant to Article VI 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.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of Owner, 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 Owner), fire, explosion or flood, and strikes.

“**Improvements**” shall mean collectively Business Personal Property and Real Property Improvements.

“**Owner**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Premises**” shall mean the Land and the Real Property Improvements located thereon.

“**Real Property Improvements**” shall mean an office/industrial facility constructed on the Premises containing approximately 329,060 square feet of space and other ancillary facilities such as required parking and landscaping more fully described in the submittals filed with the City.

“**Required Use**” shall mean use of the Premises for the continuous operation of office and warehouse facility, subject to temporary cessations of such operations as a result of Force Majeure.

“**Tenant**” shall mean a user that will occupy the building on a specific lease term.

ARTICLE III GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, Owner shall commence with constructing the Real Property Improvements at a minimum capital investment of nineteen million dollars (\$19,000,000). Owner shall substantially complete the Real Property Improvements by **December 31, 2016**, provided that the City may grant Owner additional time to complete the Real Property Improvements if, in the reasonable opinion of the City, Owner is diligently pursuing completion of the Real Property Improvements. In the event of Force Majeure or if, in the reasonable opinion of the City, Owner has made substantial progress toward completion of the Real Property Improvements, the City may grant additional time as may be required. The date of substantial completion of the Real Property Improvements shall be defined as the date that Owner receives a final certificate of occupancy permit on the Real Property Improvements from the City.

3.2 The Premises are not in an improvement project financed by tax increment bonds.

3.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City; provided however, that this section shall not be construed to create a security interest in the Premises in favor of such holders of outstanding bonds of the City.

3.4 During the period of this Agreement, Owner shall be subject to all applicable City taxation not specifically abated or exempted, including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

ARTICLE IV ECONOMIC DEVELOPMENT INCENTIVES

4.1 Owner Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide to Owner an economic development grant in an amount 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 a percentage of the taxes assessed and paid on the Real Property Improvements located on the Premises in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof. Owner shall pay all applicable taxes in accordance with the state and local regulations. Owner will be paid the grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in Section 4.2. Said grant shall be an amount equal to seventy five percent (75%) of the value of the ad valorem property taxes on the Real Property Improvements on the Premises paid to the City. 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 that a certificate of occupancy is issued to the first Tenant in the Building.

4.2 Timing of Grant. Owner (or Tenant, as applicable) 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, Owner (or Tenant, as applicable) shall submit to the City, no later than February 15 for each year in which the grant is to be paid, all of the following: (1) proof of payment of its real property tax liability; (2) its Annual Compliance Report shown on "Attachment B"; and (3) a letter of request for payment. Subject to the satisfactory receipt of these items by February 15, the City agrees that the grant will be paid in full to Owner (or Tenant, as applicable) prior to March 30 or within forty-five (45) days of satisfactory receipt of the above listed items.

4.3. Tenant Grant. Subject to the terms and conditions of this Agreement, the City also agrees to give to any single Tenant that occupies eighty percent (80%) or more space within the Building, an economic development grant. Said grant shall be calculated upon a percentage of the ad valorem property taxes assessed and paid on the Business Personal Property of the Tenant located

within the Building in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof. The Tenant shall pay all applicable taxes in accordance with the state and local regulations. Tenant will be paid the grant by the City in accordance with this Agreement on an annual basis subject to the timing referenced in Section 4.2. Said grant shall be an amount equal to seventy five percent (75%) of the value of business personal property taxes on the Business Personal Property in the Building paid to the City. 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 that a certificate of occupancy is issued to the Tenant in the Building. In order to receive said grant, Tenant shall execute a separate grant agreement with the City prior to occupying the Building.

ARTICLE V AGREEMENT CONDITIONS

5.1 Minimum Use Condition. During the Term of this Agreement, the Premises shall not be used for any purpose other than the Required Use, except in connection with and to the extent of an event of Force Majeure.

5.2 Minimum Investment Condition. To be eligible for the grant under this Agreement, Owner shall invest a minimum of nineteen million dollars (\$19,000,000) for Real Property Improvements on the Premises. This investment shall be made no later than **December 31, 2016**. Owner shall maintain a minimum investment of at least nineteen million dollars (\$19,000,000) subject to depreciation in accordance with generally accepted accounting practices or applicable tax regulations and tables. City and Owner understand that the appraisal of the Improvements will be determined by the Denton Central Appraisal District on an annual basis or as otherwise required by law. Owner agrees to allow reasonable access to the Improvements 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 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. Owner shall render a minimum value of nineteen million dollars (\$19,000,000) on Real Property Improvements for the first year following completion of construction.

5.3 Community Support. Any Tenant eligible to receive a grant in accordance with this Agreement shall support a community event or economic development activity with a minimum contribution of five thousand dollars (\$5,000) a year to the City for the Term of this Agreement. The actual amount of contribution will be negotiated at the time of execution of an agreement with the Tenant based on the value of the grant provided to the Tenant by the City. The City's community support shall not exceed fifteen thousand dollars (\$15,000) a year.

5.4 Certification. Owner 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 15 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 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 Owner suffers an Event of Bankruptcy; and
 - (e) by City, if any impositions owed to the City or the State of Texas by Owner shall remain delinquent after the Cure Period; and
 - (f) by Owner 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 Owner 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 Owner 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 Owner unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as Owner'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 Owner, in performing its obligations thereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties.

7.3 Owner 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 Owner'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 Owner reasonable prior written notice no less than two (2) days prior to any such inspection, and (ii) a representative of Owner 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 do 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 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 Owner by notice to:

Majestic Realty Co.
Attn: Al Sorrels
5400 LBJ Freeway, Suite 110
Dallas, TX 75240

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 OWNER 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 OWNER'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF OWNER, 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 Owner.

DATED this the _____ day of _____, 2016.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

ATTEST:

Julie Heinze, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

OWNER:

DFW LEWISVILLE PARTNERS, GP.,
a general partnership

By: Majestic Lewisville Partners, L.P.,
a Delaware limited partnership

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: _____

By: _____
Name: _____
Title: _____

ATTACHMENT A

Legal Description:

ATTACHMENT B
Annual Compliance Report
CITY OF LEWISVILLE
 ANNUAL COMPLIANCE REPORT
 2701 S. Valley Parkway
 Lewisville, Texas

Item	Purpose	Compliance Information	
1	Calendar Year		
2	Total Square Feet Leased		
3	Declared Real Property Value (first year only)	\$	
4	Community Support	Yes	No
5	Required Use	Yes	No

Certified By:

OWNER:

Name: _____

Title: _____

Email: _____

Phone: _____

MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: March 2, 2016

SUBJECT: **Approval of Amendment No. 5 to a Letter Agreement With KCS Railroad in the Amount of \$15,000 for Additional Plan Review Services Associated With 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 letter agreement with KCS Railroad in 2011 for KCS to provide plan review services through Trans Systems Inc., a third party engineering firm for the design of the Windhaven Parkway underpass north of FM544. KCS Railroad's review costs have exceeded the original estimated cost of \$18,462.00 and has required four previous amendments. Based on recent review comments, KCS is estimating additional review fees at \$15,000 thus requiring another amendment to the original agreement bringing the total fee to \$58,731.

To date, the bridge plans have been reviewed by Trans Systems Inc. seven times. The first three submittals including 30%, 60% and 90% plans were reviewed by the same team at Trans Systems. When the fourth submittal (final plans) was made addressing previous minor comments, the plans were assigned to a different review team at Trans Systems and were reviewed from scratch resulting in an entirely new alignment for the shoofly (temporary tracks in place during the bridge construction). After a lengthy revision process, two more submittals were made to the new review team at Trans Systems with only minor comments each time. Expecting approval with the seventh submittal, comments were received in February 2016 indicating the shoofly alignment should be redesigned in a similar fashion to the previous alignment. The City's consultant, Bridgefarmer Inc. based on the last round of review comments conducted a conference call with KCS and Trans Systems to relay their disappointment and confusion over the last set of comments and to confirm with both parties what information and alignment they wanted to see in hopes of avoiding additional major design changes. Staff has also relayed disappointment to KCS for the time and additional review expense based on Trans System's multiple reviews and internal disagreements over the shoofly alignment. KCS has offered no restitution. KCS approval is needed for the project to proceed.

The utility relocation plans have been approved by KCS and City Council approved the construction contract (first phase of construction) on December 21, 2015. The utility construction should be complete by May, 2016. The Bridge Plans are at a final stage pending the additional review cycle and KCS approval. A revised shoofly alignment is being submitted to Trans Systems in hopes of obtaining concurrence prior to formally re-submitting the final plans. Trans Systems has indicated a short turn around for the alignment review, so Bridgefarmer anticipates the revised plans being formally re-submitted to KCS by the end of March.

Subject: Windhaven Parkway at KCS Letter Agreement for Plan Review Amendment

March 7, 2016

Page 2 of 2

The formal KCS review process has been taking 6 months or more per review cycle, so staff anticipates review completion and plan approval in late summer or early fall assuming there are no more significant comments. Although most of the right of way and easements have been obtained, staff has been holding off on obtaining the last few easements required for construction until the plans are approved as the size and configuration of those easements could change depending on the final bridge and underpass design. Once the bridge plans are approved, the final easements can be obtained and the bridge construction bid. Phase two construction is estimated to take 18 months. The third phase of construction includes the road underpass and drainage system. Those plans are 90% complete. Phase three construction can't occur until phase 2 construction has been completed, shoofly removed and the trains are running on the new bridge so there is plenty of time to complete the roadway and drainage plans and obtain approval. Phase three construction will take 18-24 months to complete, so staff is anticipating a roadway opening date in late 2020 or early 2021.

ANALYSIS

The original agreement for \$18,462 has been amended over time to cover additional review costs based on multiple reviews. Based on recent review comments, the total fee is now estimated at \$58,731 requiring Council approval. KCS will not approve the plans until all review is complete and payment for the review has been made. Funding is available in project (Corporate Drive – 544 to Josey) accounts.

RECOMMENDATION

It is City staff's recommendation that the City Council approve Amendment No. 5 as set forth in the caption above.

**AMENDMENT NUMBER 5 TO THE AGREEMENT BETWEEN THE CITY OF
LEWISVILLE AND KANSAS CITY SOUTHERN RAILWAY
FOR WINDHAVEN PARKWAY AT KCS RAILROAD**

Amendment No. 5 dated February 10, 2016, to the original agreement between The City of Lewisville, Texas, hereinafter called "City", and Kansas City Southern Railway, hereinafter called "KCS", dated January 20, 2011, in reference to Windhaven Parkway at KCS RR – MP D84.11 on KCS' Alliance Subdivision, the "Project" – is hereby amended as follows:

KCS has entered into an Agreement with the City for KCS to perform engineering review of the subject project as provided by TranSystems, a third party consultant to KCS, including administrative fees incurred by KCS during the plan review process for items such as invoice processing, delivery costs, and document preparation. KCS agrees to complete engineering review and issue a letter of approval to the City utilizing additional funds from the City as follows:

Original Agreement Amount	\$18,462
Amendment No. 1	\$ 4,000
Amendment No. 2	\$ 8,048
Amendment No. 3	\$ 9,000
Amendment No. 4	\$ 4,221
Amendment No. 5	\$15,000
Revised Total Agreement Amount	\$58,731

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

By: _____
Donna Barron, City Manager

Date: _____

Attest: _____
Julie Heinze

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

KANSAS CITY SOUTHERN RAILWAY

By: *Srikanth Honnur*
Srikanth Honnur, P.E.

Date: Feb. 10, 2016

Attest: *Ricardo De Leon*
Ricardo De Leon



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

January 20, 2011

Mr. Srikanth Honnur, P.E.
Director of Track and Bridge Construction
The Kansas City Southern Railway Company
427 West 12th Street
Kansas City, Missouri 64105

RECEIVED

FEB 10 2011

CD/ENGINEERING

**Re: KCS Engineering Review Reimbursement Fees
Windhaven Parkway at KCS RR – MP 84.11**

Dear Mr. Honnur:

The City of Lewisville is in receipt of the Engineering Review Reimbursement fee services to be provided for the above referenced through your third-party consultant, Transystems.

It is our request at this time that the KCS review of the subject project be conducted in a phased manner – Phase (1): Exhibit “A” – Preliminary Review and Exhibit “B” – Final Review in the amount of \$18,462 as proposed by Transystems.

The construction submittal and inspection services can be negotiated at a later date when the project has gone through the plan review phase. KCS, the City, and the City’s consultant, Bridgefarmer and Associates, Inc., will have a better handle on the construction scope of services upon the completion of the plan review.

If this proposal is acceptable to you, please execute this letter agreement (two originals enclosed) and return one to our City Engineer, T. S. Kumar, P.E., for our City.

Sincerely,

Claude E. King
City Manager

TSK/jbs

Enclosure

c: T. S. Kumar, P.E., City Engineer
File

Date: Feb 7, 2011

Srikanth Honnur, P.E.
KCS Railway Co.



SCALE: 1"=800'



PROJECT LOCATION

LOCATION MAP
FOR
WINDHAVEN PKWY @
KCS RAILROAD

MEMORANDUM

TO: Melinda Galler, Assistant City Manager

FROM: Russ Kerbow, Police Chief

DATE: February 5, 2016

SUBJECT: **Approval of a Resolution Authorizing the City to Submit a Grant Application to the Texas Criminal Justice Division to Obtain Funding to Purchase 3D Scanner Devices.**

BACKGROUND

The Lewisville Police Department is preparing a Justice Assistance Grant (JAG) application. The JAG Program is part of a the federal justice assistance program that provides funding focused on spurring innovation, as well as testing and replicating evidence-based practices to local law enforcement agencies. The grant is managed by the Texas Criminal Justice Division.

ANALYSIS

The Lewisville Police Department has prepared a JAG application seeking funding to purchase Faro 3D scanner devices. The total cost is of the program is \$125,000 which includes hardware, software, maintenance and training funded 100% through the grant.

The Faro 3D scanner device is a forensic investigative tool that provides three-dimensional crime scene and accident reconstruction using laser-scanning technology. This technology provides an actual recording of 3D data points that can be stored indefinitely and used for later analysis. Juries respond to 3D evidence of crime scenes and the recreations, including animations, due to the realism they provide.

One of the major benefits of this technology is the reduction in the amount of time a roadway is closed after an accident. Officers would be able to reconstruct the scene of a vehicle accident without shutting down the roadway, which not only reduces motorist delays, but also reduces the risk to City employees.

Currently, the Denton and McKinney Police Departments utilize this technology and have found it to be very successful. The grant will be fully funded since the technology will be used regionally. The Lewisville Police Department plans to collaborate with Flower Mound, Highland Village, and The Colony police departments to make this technology and trained staff available to them. In addition this technology could be used regionally for national emergencies where mapping technology would be useful.

Subject: Approval of an Interlocal Agreement
February 5, 2016
Page 2

Should the Council approve the grant application, a council resolution is required.

RECOMMENDATION

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING THE CITY TO APPLY FOR A GRANT FROM THE OFFICE OF THE GOVERNOR, TEXAS CRIMINAL JUSTICE DIVISION FOR CRIME SCENE 360 PROJECT.

WHEREAS, the Constitution and the laws of the State of Texas, and the City Charter of the City of Lewisville, authorize the City Council of the said City to approve the agreements and authorize the City Manager to execute the agreements between the City of Lewisville and the Office of the Governor, Texas Criminal Justice Division; and

WHEREAS, the Office of the Governor, Texas Criminal Justice Division will provide funding for approved Criminal Justice Division projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT the City Council: 1) authorizes the Lewisville Police Department to submit application to the Office of the Governor, Texas Criminal Justice Division to obtain funding assistance for the fiscal year 2016/2017 for the Crime Scene 360 Project; 2) agrees to provide all applicable match as stipulated by the Texas Criminal Justice Division (CJD); 3) assures the awarded funds will be returned to the Office of the Governor, Texas Criminal Justice Division (CJD) in full in the event of loss or misuse of CJD funds; 4) authorizes the City Manager, the authorized official, to execute all documents in regard to the requested funds, which includes the power to apply for, accept, reject, alter or terminate the grant; and 5) assures the City of Lewisville will comply with other rules set by CJD.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, ON THIS THE 7TH DAY OF MARCH, 2016.**

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: February 22, 2016

SUBJECT: **Consideration of a Variance to the Lewisville City Code Section 6-103 (Access Management) Regarding Control of Access, Related to The Door Church Located at 2700 Denton Tap Road, as Requested by Andrew Oxley, OWT Architects, on Behalf of the Owner.**

BACKGROUND

The subject site is a 4.302-acre lot zoned Light Commercial (LC) within the Highpoint Oaks Addition. The Door Church currently owns the undeveloped property and is proposing to build a new church. Staff has reviewed and approved the engineering site plan for The Door Church subject to the City Council approval of the variance to reduce the minimum control of access for an existing driveway on Vista Ridge Mall Drive.

ANALYSIS

- a. To reduce the required 250 foot control of access along Vista Ridge Mall Drive.

Section 6-103 of the General Development Ordinance requires a 250 foot control of access along specified Major Traffic Carriers on the City of Lewisville Thoroughfare Plan including Vista Ridge Mall Drive. Control of access is the distance from a street intersection measured from the intersecting right of way lines to the radius point of the first permitted driveway along the street. The owner has requested a variance to allow an existing driveway on Vista Ridge Mall Drive to remain 170 feet from Denton Tap Road. The driveway was built when Vista Ridge Mall Drive was constructed but the property has remained vacant and the driveway has never been used. Staff has no opposition to the request because the driveway was built in 1998 in conformance with the previous ordinance that required a control of access of 150 feet. The existing driveway meets all other minimum requirements in regards to spacing, width, turning radii, stacking and deceleration lane.

RECOMMENDATION

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

January 28, 2016

Jeffery Kelly
Assistant City Engineer
151 W. Church Street
Lewisville, Texas 75057
(972) 219-3492

RE: The Door Church, Site Plan Submittal #106761
2700 Denton Tap Rd. Lewisville, TX

Dear Mr. Kelly,

I am writing to request a variance for an existing drive access currently installed at the site of the above-referenced project. As shown in Exhibit, sheet A0.1, the existing drive is located 170'-9" from the intersection of E. Vista Ridge Mall Dr. and Denton Tap Rd. Because this distance is less than the required 250' we would like to request that the City grant a variance for The Door Church to maintain this entrance and utilize it to access their new facility.

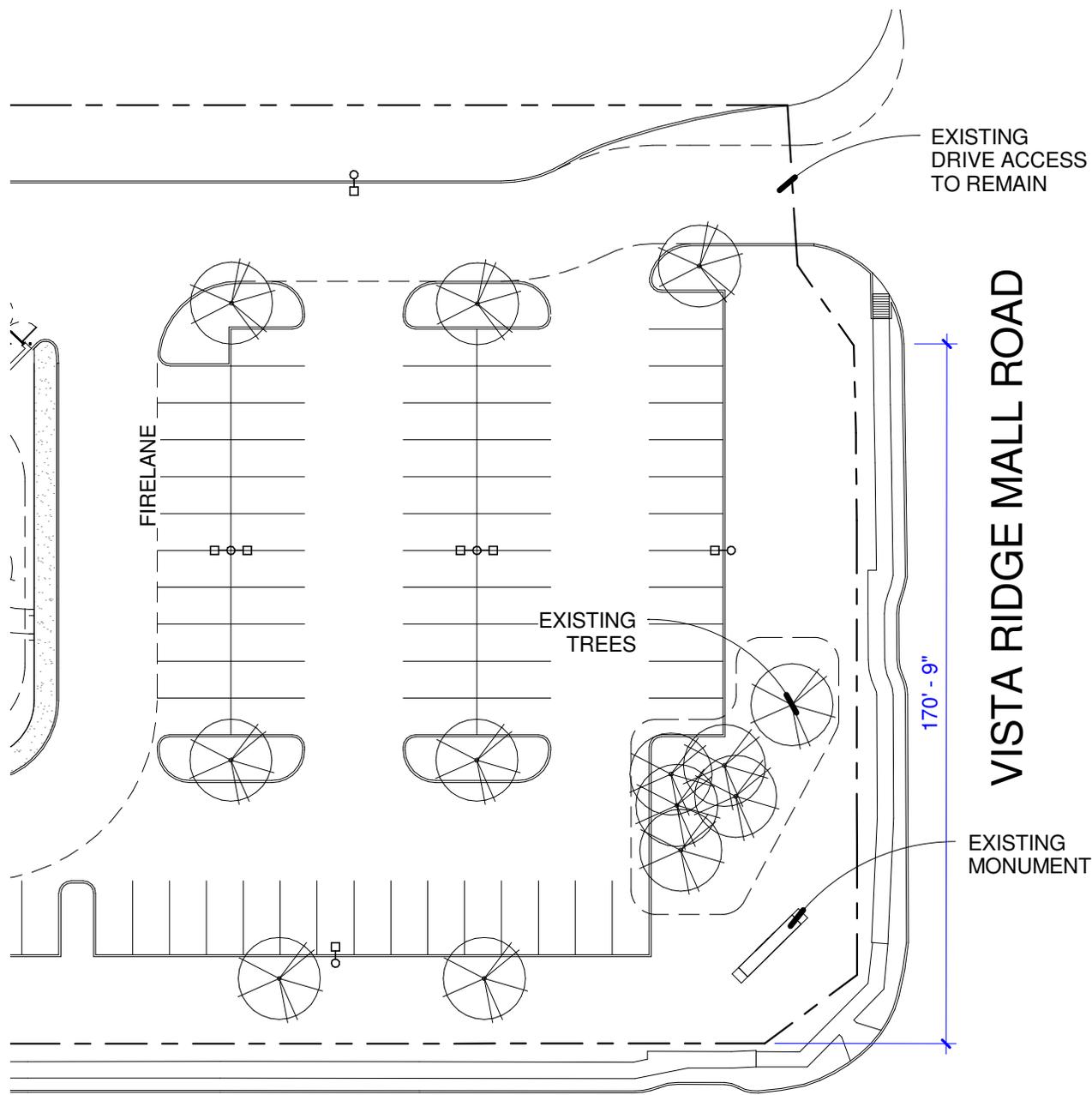
Allowing The Door Church to maintain this entrance will provide two ingress/egress points into the site and allow access for emergency vehicles to pass through the site from E. Vista Ridge Mall Dr. to Denton Tap Rd. if needed in the event of an emergency.

We appreciate your consideration in this matter and look forward to working with you and the City of Lewisville to address this matter.

Sincerely,

Andrew Oxley
Principal, OWT Architects





DENTON TAP ROAD

VARIANCE
 A. TO WAIVE THE REQUIRED 250 FOOT
 CONTROL OF ACCESS ALONG VISTA RIDGE
 MALL DRIVE.

1 | EXHIBIT
 A0.1 | SCALE: 1" = 40'-0"

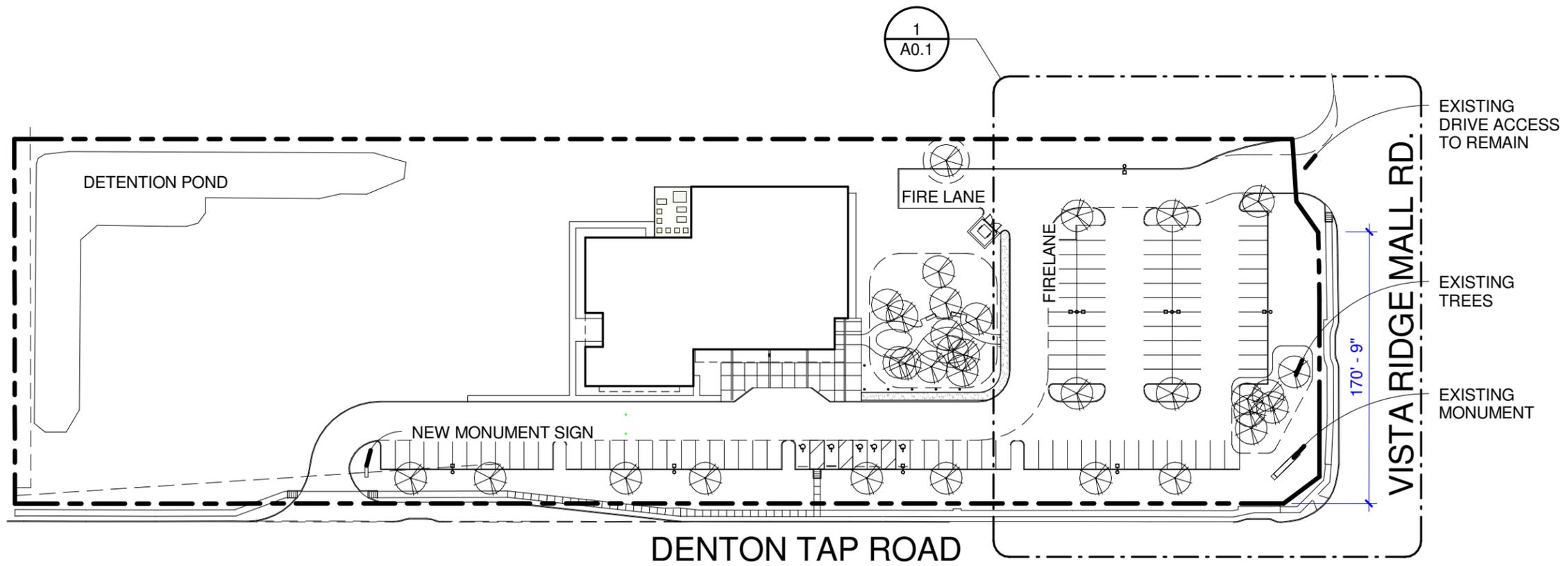
509 PECAN STREET SUITE 100
 FT. WORTH, TX 76102
 817.993.9844
 www.owtarchitects.com

OWT ARCHITECTS

EXHIBIT

THE DOOR CHURCH
 OWT PROJECT NUMBER:
 2015-011-00
 DATE: 02-18-2016

A0.1



1 | **SITE PLAN**
 A0.2 | SCALE: 1" = 80'-0"

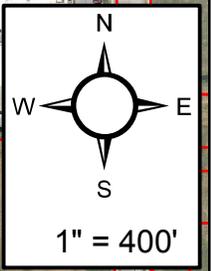
SITE PLAN

THE DOOR CHURCH
 OWT PROJECT NUMBER:
 2015-011-00
 DATE: 02-18-2016

A0.2

509 PECAN STREET
 SUITE 100
 FT. WORTH, TX 76102
 817.993.9844
 www.owtarchitects.com

OWT ARCHITECTS



SUBJECT
PROPERTY

LOCATION MAP
FOR
THE DOOR CHURCH

MEMORANDUM

TO: Donna Baron, City Manager

FROM: George Babineaux II, Assistant Building Official

VIA: Cleve Joiner, Director of Neighborhood Services

DATE: December 28, 2015

SUBJECT: **Consideration of a Variance to the Lewisville City Code, Section 11-14(C), Prohibited Signs, Regarding an Off-Premise Sign to be Located at 1500 South SH 121 Business, as Requested by Jeff Vosburg, the Property Owner.**

BACKGROUND

Jeff Vosburg owns two tracts of land totaling 3.32 acres located within the William King Survey, Abstract 697 located at 1440 South SH 121. The tract to the rear of the complex is developed and has two office warehouse buildings. Until recently, the front tract was vacant and tenants on the back tracts had signs visible from 121 Business. Mr. Vosburg divided and sold the front tract to Soccer City. The back tracts have now lost their sign visibility. City code would allow an on-premise multi-tenant sign to have a maximum height of 30' and a maximum area of 150 square feet. The rear lots would also be allowed to have two signs of 150 square feet at a maximum height of 30' or one sign not to exceed 250 square feet and a maximum height of 40'. They are requesting a variance to allow an off-premise multi-tenant sign to be shared by the tenants of both the front and rear tracts. They have proposed a low-profile brick veneer sign that is smaller than the sign otherwise allowed by right for Soccer City.

ANALYSIS

Mr. Vosburg is requesting a variance to allow one off-premise, multi-tenant, low-profile sign onto the frontage of the Soccer City lot in an effort to gain exposure for the rear office warehouse buildings. This proposed variance will reduce the number of signs, reduce overall sign area, and provide a higher-quality and more aesthetically pleasing sign. The owners have worked with staff and are providing a low-profile brick veneer monument sign. Mr. Vosburg believes that locating the sign off premise would increase visibility, attract more business, and the variance would keep the cost of the project low. Off-premise signs are allowed on a temporary basis. City Council action is required for the permanent installation of a new off-premise sign.

Past similar City Council approved off-premise sign variances:

Subject: Vosburg Sign Variance
BI1: December 28, 2015
Page 2

- Lakeland Plaza Shopping Center – September 12, 1988 (no restrictions)
- Garden Park Shopping Center – May 1, 1995 (with restrictions)
- Kohl's Department Store onto Lowe's Property – February 1996 (restriction on Kohl's property).
- Studio Movie Grill – August 1, 2008 sign size and height increase (no restrictions) existing approved off-premise for United Artists Theater 1999
- Stone Crest Investments – November 1, 2011 (no restrictions)

RECOMMENDATION

That the City Council consider the requested variance as set forth in the caption above, subject to the following conditions: 1) compliance with the site plan and elevations submitted to City Council; 2) the sign shall be brick veneer to match the façade of the building where Soccer City is located; and 3) no other free standing signs shall be permitted on the Soccer City tract or the two other tracts of land east of Soccer City that currently include office warehouse uses.

Vosburg Family Properties
1440 S. State Hwy. 121 Suite 3
Lewisville, TX 75067
214-882-6727

December 11, 2015

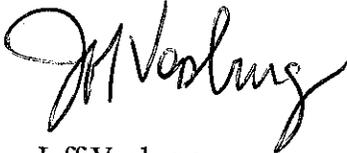
Cleve Joiner
City of Lewisville Building Inspections and Permits
151 W Church Street
Lewisville, TX 75077

RE: Sign Variance Request
Soccer City
1500 S SH 121 Bus

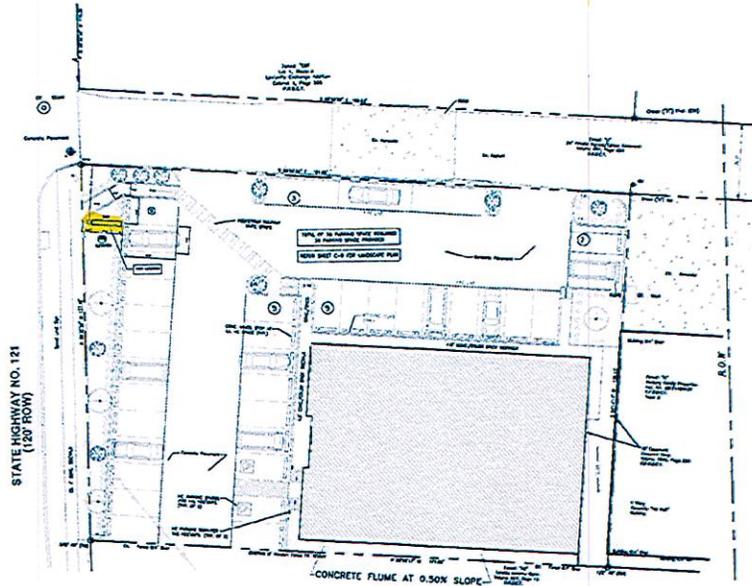
Mr. Joiner,

We are requesting a variance for the sign on the business park at 1440 S. SH 121 Business Lewisville, TX 75067. When the property was sold to Mr. Ali Esmaeili of Soccer City, we made agreement to keep our sign visible from the street for all the tenants of the business park (which is the building behind the new Soccer City building). Since the sign was older and needed updating (see attached photo), we decided to take it down and replace it with a newer and nicer sign that will look better for the business park as well as the city. Our tenants are in need of a sign to market their businesses as there is no signage now that I removed the old one. In hindsight, I should have left the old one up until I received approval on the new one from the city. Thank you for your consideration. If you have any questions, please call me at 214-882-6727.

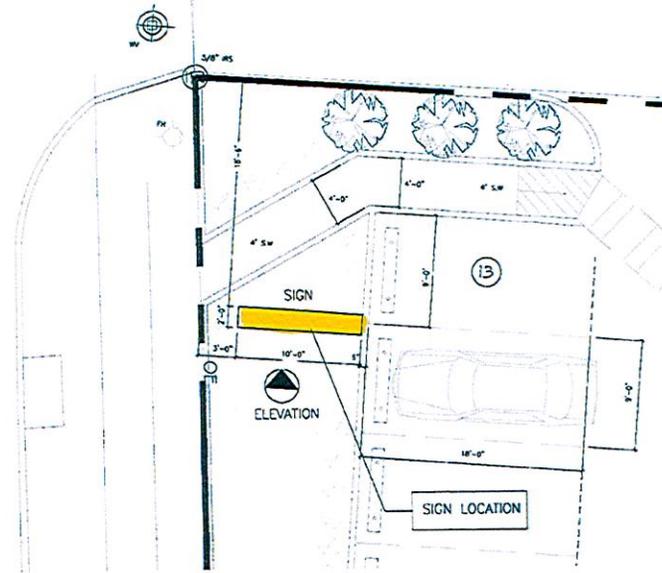
Sincerely,

A handwritten signature in black ink, appearing to read "J. Vosburg", written in a cursive style.

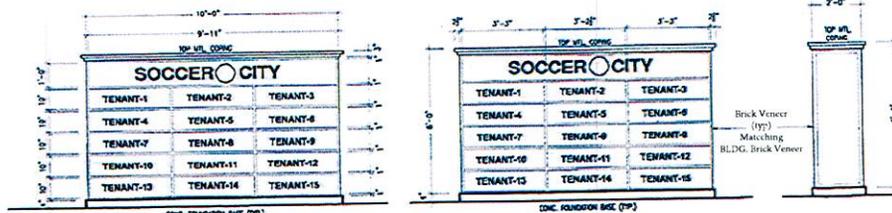
Jeff Vosburg



01 SITE PLAN
SCALE: 1/8"=1'-0"



02 ENLARGED SITE PLAN
SCALE: 1/4"=1'-0"



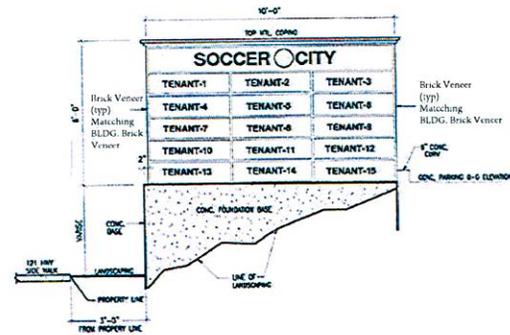
FRONT VIEW

REAR VIEW

SIDE VIEW

LOW PROFILE/MONUMENT SIGN

03 SOCCER CITY SITE SIGN
SCALE: 1/2"=1'-0"



04 SITE SIGN ELEVATION
SCALE: 1/2"=1'-0"

SOCCER CITY

1500 SOUTH STATE HIGHWAY 121 BUS.
LEWISVILLE, TEXAS 76087

ISSUE LOG

NO.	DESCRIPTION	DATE

PROJECT NO.
PN-6020-01-2014

SHEET TITLE
**SITE PLAN
SIGN**

SHEET NO.

SN.1

OF 1

BELLAIRE BLVD



SCALE: 1"=200'

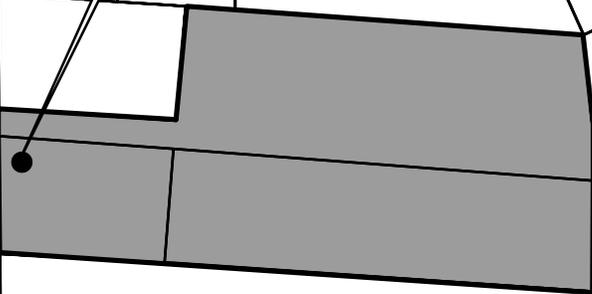


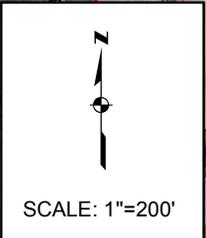
121
BUSINESS

SIGN
LOCATION

SOUTHWEST PKWY

VARIANCE REQUEST
FOR
1500 SH 121 BUS
SOCCER CITY





BELLAIRE BLVD

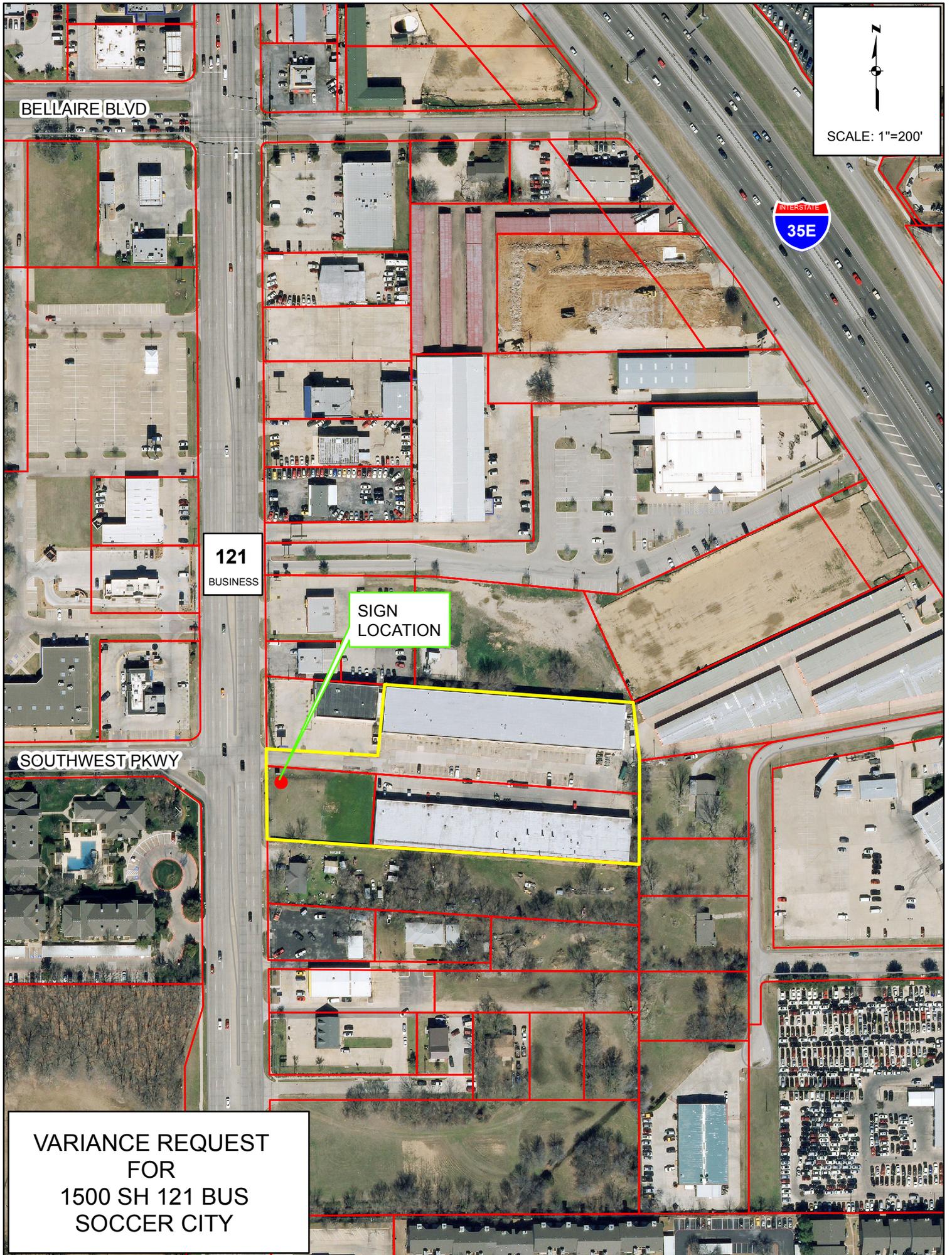


121
BUSINESS

SIGN
LOCATION

SOUTHWEST PKWY

VARIANCE REQUEST
FOR
1500 SH 121 BUS
SOCCER CITY



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Bob Monaghan, Parks and Leisure Services Director

DATE: February 23, 2016

SUBJECT: **Consideration of a Variance to the Lewisville City Code, Section 2-201, Fee Schedule, Regarding a Waiver of Fees for Personnel to Erect and Dismantle Tents Associated With the 2016 American Cancer Society Relay for Life Event, Located at the Lewisville High School - Harmon Campus; and Consideration of a Request for City In-Kind Support for the Same Event, as Requested by Christina Gockley, Community Manager, Relay For Life American Cancer Society.**

BACKGROUND

The 2016 Relay For Life of Lewisville/Flower Mound event will be held from Friday May 13, 2016, at 6:00 p.m. and ending at midnight. A request is being made to a) provide City in-kind support of eight (8) tents and staff time to erect and dismantle tents related to the event; and b) to waive any associated fees for the event including fees for personnel to erect and dismantle tents. Total cost for tent rentals and labor is \$1,084.34. City Council has approved similar requests for this event since 2009. This event was held last year at the Harmon-Lewisville High School, 1250 W Round Grove Rd, Lewisville, TX 75067, and drew over 40 teams, over 1,000 participants, and raised over \$95,000.

ANALYSIS

City staff does not categorize this event as a special event in that participants will be utilizing the existing track, field and bleachers for the event. Participants will be walking around the track during the event in order to raise money for the American Cancer Society. Individual food vendors, if present, will be responsible for obtaining a Temporary Food Vendor's permit and are not part of this request. City staff can supply the requested tents and provide the labor necessary to erect and dismantle the tents related to the event.

RECOMMENDATION

It is City staff's recommendation the City Council approve the variance and the request for City In-Kind support for the 2016 American Cancer Society Relay for Life event as set forth in the caption above.



American Cancer Society
3301 West Freeway
Fort Worth TX 76107

February 22, 2016

Dear Mayor Durham and City Council,

Every year the American Cancer Society hosts Relay For Life events that take place across the nation to celebrate the lives of those who have battled cancer, remember loved ones lost and fight back against the disease. The monies raised at these events help support numerous local ACS services such as Look Good Feel Better, rides to appointments, financial assistance for treatment and research funding.

The Relay For Life of Lewisville/Flower Mound includes teams from Lewisville, Flower Mound, and Highland Village. The 2016 event is being held at Lewisville High School-Harmon Campus beginning Friday May 13^h at 6:00pm and ending at midnight. Last year this event drew in over 40 teams, over 1,000 participants, and over \$95,000.

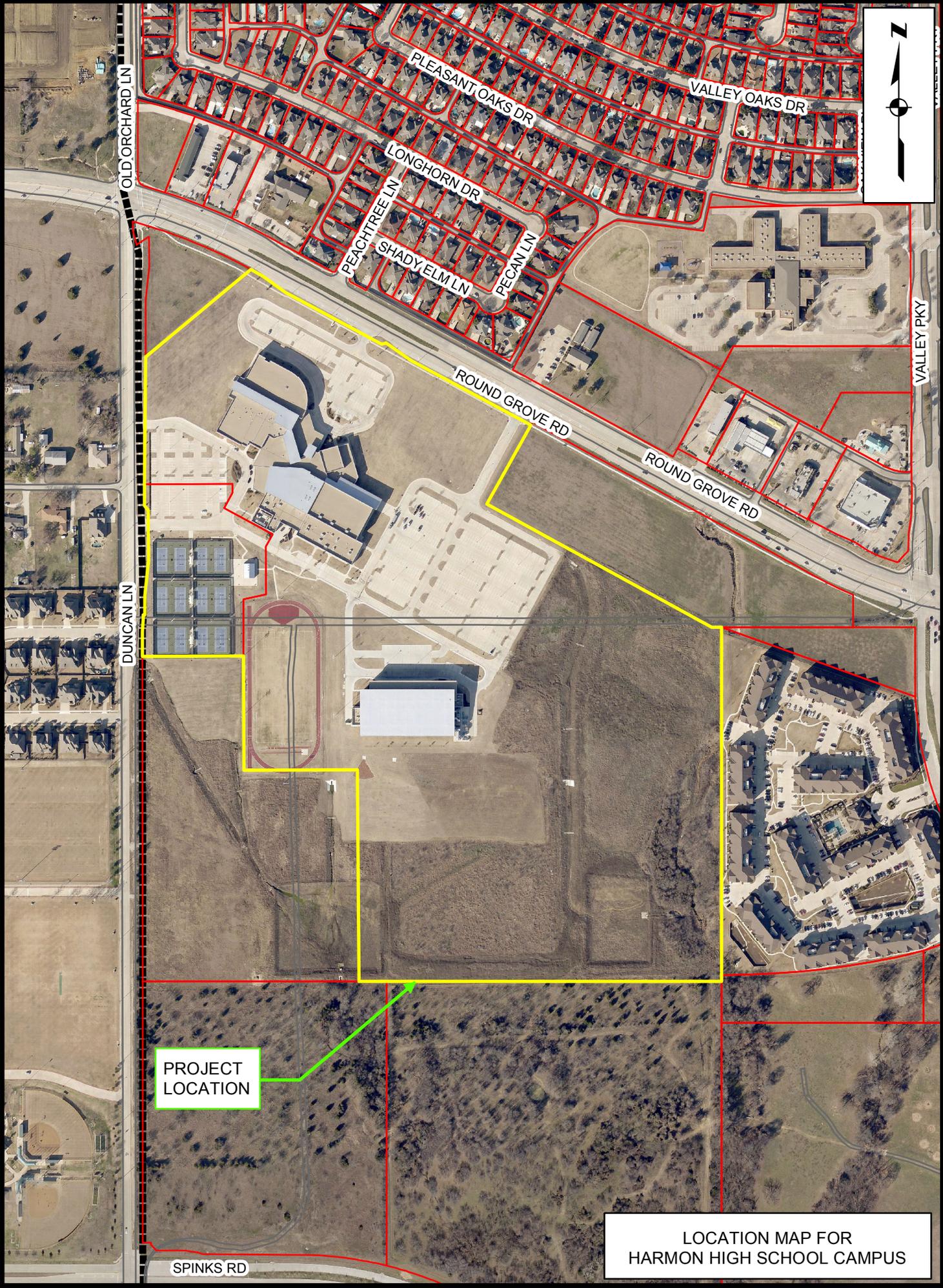
Relay For Life of Lewisville/Flower Mound respectfully requests the following support for the event being held May 13, 2016 at Lewisville High School-Harmon Campus:

- City in-kind support of 8 tents and required staff to set up and take down Friday afternoon and Saturday morning.
- Waive any associated fees for Parks Department personnel to set up and take down tents.

On behalf of the Relay For Life of Lewisville/Flower Mound, we thank you for your consideration in this matter.

Sincerely,

Christina Gockley
Community Manager, Relay For Life
American Cancer Society
817-570-0620
Christina.Gockley@cancer.org



PROJECT
LOCATION

LOCATION MAP FOR
HARMON HIGH SCHOOL CAMPUS

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 4.237-ACRE TRACT OF LAND OUT OF THE HUGH HARPER SURVEY, ABSTRACT NO. 605; LOCATED AT 1600 SOUTH RAILROAD STREET; FROM SPECIFIC USE DISTRICT-MINING (SU-MINING) ZONING TO SPECIFIC USE DISTRICT-LANDFILL ACCESSORY USE (SU-LANDFILL ACCESSORY USE) 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; AND PROVIDING A PENALTY.

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 4.237-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 **SPECIFIC USE DISTRICT-LANDFILL ACCESSORY USE (SU-LANDFILL ACCESSORY USE) ZONING**; in compliance with the narrative, development plan and example photos 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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF 4 TO 0, ON THIS THE 15TH DAY OF FEBRUARY, 2016.

APPROVED:

Rudy Durham, MAYOR

ORDINANCE NO. _____

Page 5

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

Exhibit B
Narrative
Development Plan
Example Photos

EXHIBIT "A"
LOT 3R - LEGAL DESCRIPTION

BEING a 3.710 acre (161,588 S.F.) tract of land situated in the Hugh Harper Survey, Abstract No. 605 Denton County Texas. said tract also being part of Lot 3R, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet V, Page 929 of the Denton County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a point in the east line of Railroad Street, a 160-foot right-of-way (ROW). said point being the southwest corner of Lot 4R, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet V, Page 929 of the Denton County Map Records and the northwest corner of said Lot 3R; **THENCE** S89°25'03"E along the apparent common line of said Lots 3R and 4R, a distance of 553.07 feet to the **POINT OF BEGINNING**, said point being the southwest corner of Lot 1, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet G, Page 136 of the Denton County Map Records;

THENCE FROM THE POINT OF BEGINNING S89°25'03"E along the apparent common line of said Lot 1 and said Lot 3R, a distance of 550.26 feet to the southeast corner of said Lot 1 and a corner of said Lot 4R;

THENCE S89°28'11"E along the apparent common line of said Lots 3R and Lot 4R, a distance of 459.40 feet to a point a point for corner being the southeast corner of said Lot 4R and the northeast corner of said Lot 3R, also being the west line of Lot 2, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet I, Page 346 of the Denton County Map Records;

THENCE S30°03'51"E along the apparent common line of said Lot 3R and said Lot 2, a distance of 81.44 feet to a point for corner;

THENCE S30°23'05"E continuing along said common line, a distance of 104.78 feet to a point for corner;

THENCE N89°28'11"W departing said line, a distance of 1009.07 feet to a point for corner;

THENCE N30°19'18"W, a distance of 186.96 feet to the **POINT OF BEGINNING** and containing 3.710 acres of land, more or less.

BASIS OF BEARINGS:
GPS OBSERVATION NAD 83, TEXAS NORTH CENTRAL ZONE GRID NORTH

PREPARED UNDER MY PERSONAL SUPERVISION



LARRY J. FREEMAN, R.P.L.S. NO. 3239



DATE: 11-2-2015

EXHIBIT "A"
LOT 4R - LEGAL DESCRIPTION

BEING a 0.527 acre (22,969 S.F.) tract of land situated in the Hugh Harper Survey, Abstract No. 605 Denton County Texas, said tract also being part of Lot 4R, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet V, Page 929 of the Denton County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING at a point in the east line of Railroad Street, a 160-foot right-of-way (ROW), said point being the southwest corner of said Lot 4R and the northwest corner of Lot 3R, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet V, Page 929 of the Denton County Map Records; **THENCE** S89°25'03"E along the apparent common line of said Lots 3R and 4R, a distance of 553.07 feet to the southeast corner of said lot 4R and the southwest corner of Lot 1, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet G, Page 136 of the Denton County Map Records; **THENCE** S89°25'03"E along the apparent common line of said Lots 1 and 4R, a distance of 550.26 feet to the **POINT OF BEGINNING**, said point being the southwest corner of said Lot 1;

THENCE FROM THE POINT OF BEGINNING N30°19'33"W along the apparent common line of said Lot 1 and said Lot 4R, a distance of 58.24 feet to a point for corner;

THENCE S89°28'11"E departing said line, a distance of 459.35 feet to a point in the east line of said Lot 4R and the west line of Lot 2, Block A, D/FW Recycle & Disposal Facility Addition as recorded in Cabinet I, Page 346 of the Denton County Map Records;

THENCE S30°22'32"E along the apparent common line of said Lot 4R and said Lot 2, a distance of 58.27 feet to a point for corner, said point being the southeast corner of said Lot 4R and the northeast corner of said Lot 3R,

THENCE N89°28'11"W departing said line and along the apparent common line of said Lots 4R and 3R, a distance of 459.40 feet to the **POINT OF BEGINNING** and containing 0.527 acres of land, more or less.

BASIS OF BEARINGS:

GPS OBSERVATION NAD 83, TEXAS NORTH CENTRAL ZONE GRID NORTH

PREPARED UNDER MY PERSONAL SUPERVISION



LARRY J. FREEMAN, R.P.L.S. NO. 3239



DATE: 11-2-2015

EXHIBIT B

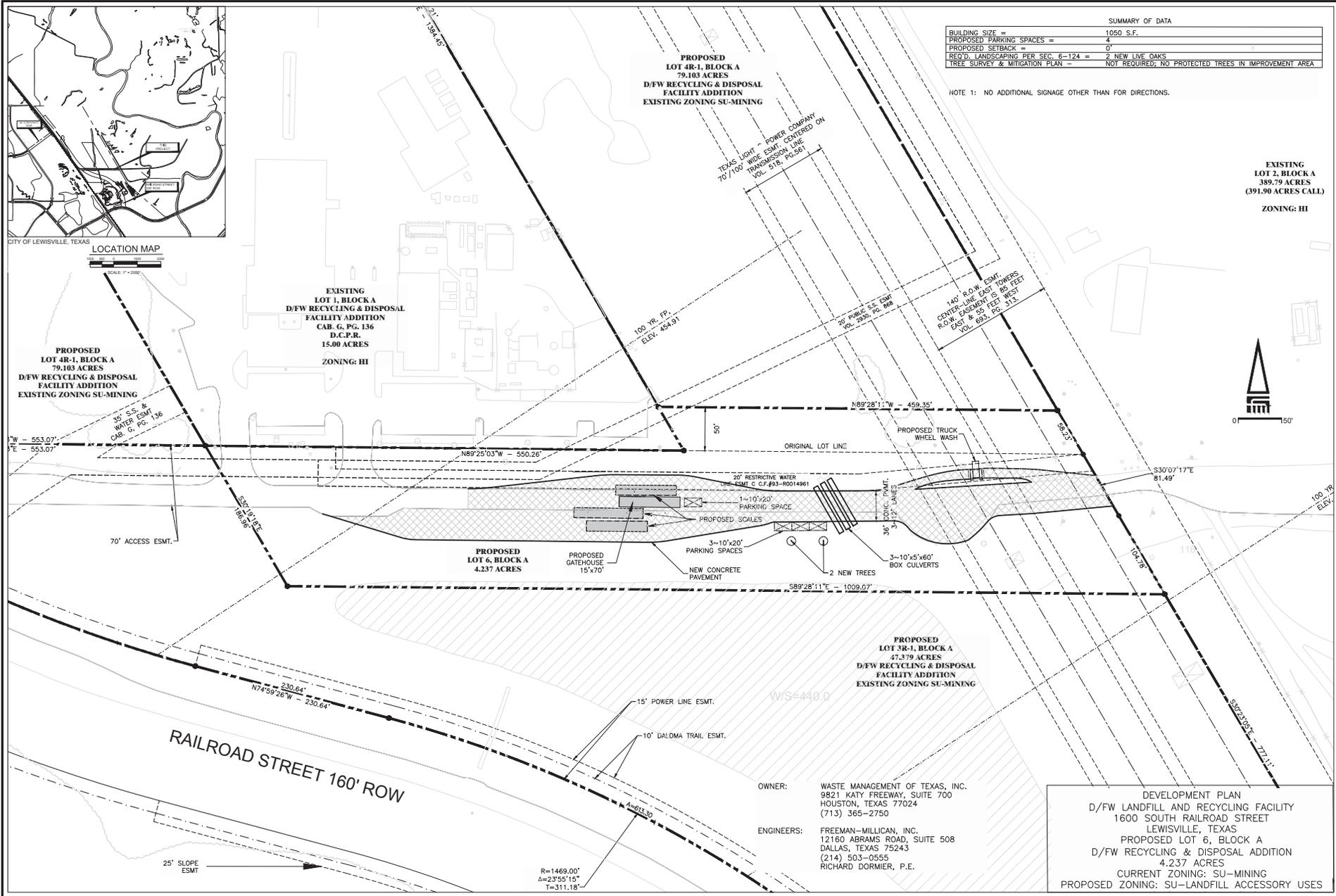
PLANS FOR PROPOSED LOT 6, BLOCK A

D/FW RECYCLING & DISPOSAL FACILITY

CITY OF LEWISVILLE, TEXAS

Waste Management of Texas, Inc. proposes to create a new lot from a portion of existing lots 3R and 4R, Block A of the D/FW Recycling and Disposal Facility. The purpose of this lot is to provide an area to allow landfill accessory uses such as a scale house, parking for the scale house, a truck tire wheel wash, and better access into the existing landfill facility with wider pavement. The scale house and tire wash are currently located within the footprint of the landfill and those uses will be relocated to the new proposed lot to allow completion of the liner system for the landfill. The purpose of the wheel wash will be to remove mud from tires to reduce the possibility of tracking mud onto adjacent City streets. Photographs of the existing scale house and tire wash facility are included for reference. The new scale house will be constructed of similar materials as shown in the photograph.

The proposed 4.237 acres is currently zoned SU-Mining and is requested to be changed to SU-Landfill Accessory Uses.



SUMMARY OF DATA	
BUILDING SIZE =	1050 S.F.
PROPOSED PARKING SPACES =	4
PROPOSED SETBACK =	0'
REQ'D. LANDSCAPING PER SEC. 6-124 =	2 NEW LIVE OAKS
TREE SURVEY & MITIGATION PLAN =	NOT REQUIRED; NO PROTECTED TREES IN IMPROVEMENT AREA

NOTE 1: NO ADDITIONAL SIGNAGE OTHER THAN FOR DIRECTIONS.

NO.	DATE	REVISION	BY	LLK
1	1.12.16	ADDRESS COMMENTS		



CITY OF LEWISVILLE
 DFW RECYCLING & DISPOSAL FACILITY
 DEVELOPMENT PLAN

FOR REVIEW

THIS PLAN SHEET IS ISSUED FOR INTERIM REVIEW ONLY AND IS NOT FOR BIDDING, CONSTRUCTION OR PERMIT PURPOSES.

PREPARED BY: RICHARD A. DORMIER, P.E.
No. 50570 ON 01.12.2016

PROJECT No. 14007
DRAWN: FMI
CHECKED: FMI

SHEET
SP-1
SHEET 1 OF 1

Photo of Existing Scale House





Photo of existing truck tire cleaner that will be relocated to the new spot illustrated on the development plan

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Steven L. Bacchus, Assistant City Manager

DATE: December 23, 2015

SUBJECT: **Second and Final Reading: Consideration of an Ordinance of the City Council of the City of Lewisville, Texas Extending the Term of an Ordinance Granting a Franchise to Oncor Electric Delivery Company LLC; and Providing an Effective Date.**

BACKGROUND

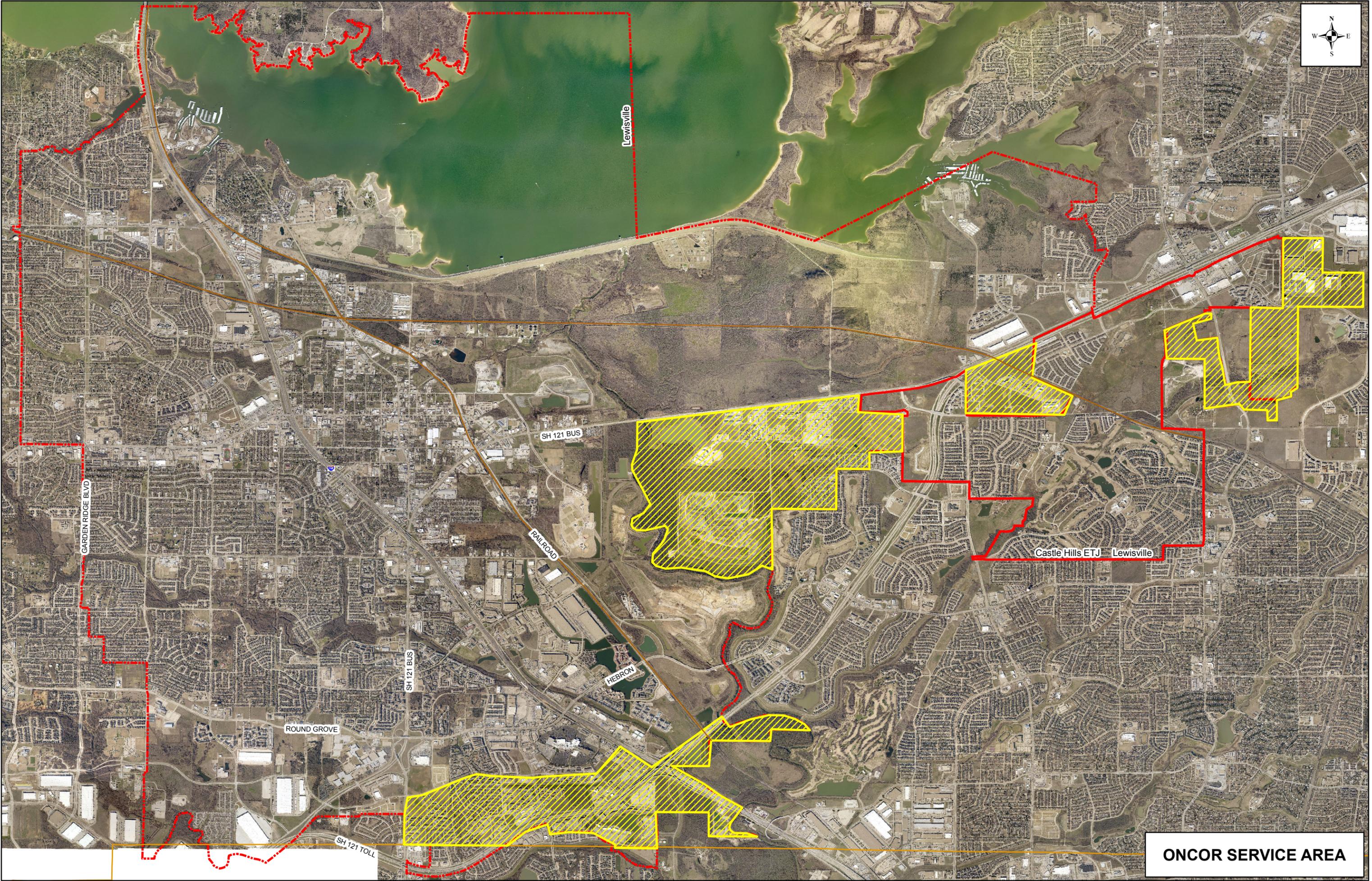
Oncor Electric Delivery Company (Oncor) is an electricity provider within the City of Lewisville serving 417 residential and commercial customers in the southern and eastern sections of Lewisville. The current franchise agreement was executed in June 2011 and expires in March 2016 (Ordinance #3871-06-2011).

ANALYSIS

The franchise ordinance has been prepared to extend the term of ordinance 3871-06-2011 to March 31, 2021 with automatic renewals for additional six-month periods. For the use of City rights-of-way by Oncor, the franchise fee payment will remain at current PUC approval rate of 0.004590 per kilowatt hour. Per the Charter, franchise agreements require two readings with thirty (30) days between readings. The second reading will be on March 7, 2016.

RECOMMENDATION

It is City staff's recommendation that the City Attorney provide the second and final reading of the ordinance.



ONCOR SERVICE AREA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS AMENDING ORDINANCE NO. 3871-06-2011, WHICH GRANTS A FRANCHISE TO ONCOR ELECTRIC DELIVERY COMPANY LLC, BY EXTENDING THE TERM AND PROVIDING FOR ITS RENEWAL; FURTHER PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ACCEPTANCE BY ONCOR ELECTRIC DELIVERY COMPANY LLC

WHEREAS, on June 20, 2011 the City Council adopted Ordinance No. **3871-06-2011**, an ordinance granting Oncor Electric Delivery Company LLC (“**Oncor**” or “**Company**”), a franchise for a period of five (5) years to use and occupy the present and future streets, avenues, alleys, highways, public places, public ways and utility easements (Public Rights-of-Way) within the City of Lewisville (the “**City**”) for the purpose of constructing, extending, maintaining, using and operating an electric utility system of poles, lines, wires, towers, anchors, cables, manholes, underground conduits, transmission lines, telegraphic and telephone lines for its own use, and other structures and appurtenances necessary for the delivery of electricity to customers located in the City, (collectively, the “**Franchise**”); and

WHEREAS, Ordinance No. **3871-06-2011** expires on March 31, 2016; and

WHEREAS, the City and Oncor wish to extend the term of the Franchise;

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

SECTION 1. The extension to the term of Ordinance No. 3871-06-2011 of the City of Lewisville, Texas until March 31, 2021, is hereby approved and agreed to by Oncor and the City of Lewisville; provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the March 31, 2021 expiration of this Franchise amendment, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 2. In all respects, except as specifically and expressly amended by this Ordinance, the Franchise shall remain in full force and effect according to its terms until the Franchise expires or otherwise terminates in accordance with the provisions of the Franchise and its amendments.

SECTION 3. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 4. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given by City as required.

SECTION 5. This Ordinance shall be in full force and effect on March 31, 2016 following (i) its adoption by City; and (ii) Company files its written acceptance of this Ordinance with the City Secretary's office within sixty (60) calendar days following City's adoption of this Ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF 5 TO 0, ON THIS THE 25TH DAY OF JANUARY, 2016.

SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON SECOND READING ON THIS THE 7TH DAY OF MARCH, 2016.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

ORDINANCE NO. 3871-06-2011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHTS-OF-WAY WITHIN THE CITY OF LEWISVILLE FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION THEREFORE; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. GRANT OF AUTHORITY. There is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise ("Franchise") to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public places and public ways ("Public Rights-of-Way") of Lewisville, Texas (herein called "City") an Electric Transmission and Distribution System ("System") consisting of electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own non-commercial use), for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms, and corporations beyond the corporate limits thereof, for the term set out in Section 12.

Upon reasonable request by City, Company shall provide information to the City Council, and attend City Council meetings to discuss Company's performance of its obligations and responsibilities under this Franchise.

SECTION 2. PURPOSE. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within the Public Rights-of-Way of the City. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City, except as may be set out herein. Company also retains all of its lawful authority and rights under the Public Utility Regulatory Act ("PURA") and any other applicable laws, rules, and regulations. Not included in this Franchise are any facilities (including any equipment attached in any way to Company's facilities, whether owned by the Company or not) that provide data delivery, cable service, telephone service, and/or any other service or product not required by Company for, or in support of, the transmittal and delivery of electricity.

SECTION 3. OPERATION, CONSTRUCTION AND MAINTENANCE OF ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM.

- A. Company's System shall be so constructed as not to unreasonably interfere with any existing water and wastewater lines, gas lines, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall

promptly clean-up, repair and restore in compliance with applicable provisions of the Lewisville City Code, all thoroughfares and other surfaces which it may disturb.

- B. The Company shall install, maintain, construct, operate and replace its facilities in accordance with applicable City ordinances and so as to interfere as little as possible with traffic. The placement of new facilities in the Public Rights-of-Way shall be subject to the approval of the City Manager or designee. In determining the location of the Company's new facilities within the City, the Company shall minimize interferences with then-existing or documented planned underground structures of the City or with the existing facilities of other users of the Public Rights-of-Way. In determining the location of the facilities of the City and other utility franchisees and other users of the Public Rights-of-Way within the City, the City shall minimize the interference with existing facilities of the Company and shall require other utility franchisees or users of the Public Rights-of-Way to minimize interference with existing facilities of the Company.
- C. Company's property and operations within the Public Rights-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company. This Franchise shall

in no way affect or impair the rights, obligations or remedies of the parties under PURA, or other state or federal law, rules, or regulations. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City that Company believes are contrary to any federal, state, or local law, rules, or regulations.

- D. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code.
- E. Company shall cooperate with the City by providing complete information regarding the location of current and future underground conduits, and other appurtenances within the Public Rights-of-Way of the City. Reproducible copies of available maps showing the location of all Company facilities within the Public Rights-of-Way shall be furnished to the Community Development Department upon request. The maps shall be provided in electronic digital format, if available.
- F. Any and all excavations and obstructions in and upon the streets, alleys, and other public places in the City caused by the Company's operations under this ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the condition that existed prior to the excavation. Replacement of sod is to be of like kind, smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected,

marked, and maintained by the Company in accordance with standards set forth in the current Texas Manual on Uniform Traffic Control Devices (TMUTCD), as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Rights-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other users of the Public Rights-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) calendar days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the cost of such repair or restoration. Except for repairs, day to day maintenance, or in cases of emergency conditions, work conducted within the Public Rights-of-Way shall require an approved permit issued by the City prior to commencement of work. In no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way.

- G. Company shall have the authority to trim trees or other natural growth overhanging any of its System so as to reasonably prevent branches from coming in contact with Company's System. Company shall have in place a Vegetation Management Program, and shall provide City with a current copy of same, upon request. If the City requests a current copy of Company's Vegetation Management Guidelines, release of said guidelines shall be pursuant to the same confidential protection process

identified in Section 8.E of this Franchise. Company will endeavor to conduct its tree trimming activities in accordance with its Vegetation Management Guidelines and will address concerns or complaints with regard to its tree trimming activities upon request. Except in emergency situations or in response to outages, Company shall notify property owners and the City prior to beginning planned Distribution tree trimming activities.

SECTION 4. INDEMNITY.

- A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents, and employees (the “Indemnitees”) harmless against any and all liability arising from any claim, lawsuit, or action brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company’s or any of its officers, agents, or employees, intentional and/or negligent acts or omissions in connection with Company’s construction, maintenance, and operation of Company’s System in the Public Rights-of-Way, including any court costs, expenses and defenses thereof.
- B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City, or the City’s officers, agents, employees, or any other person or entity. This provision is not

intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the Company and the City.

- C. In the event of joint and concurrent negligence or fault of both the Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.
- D. In fulfilling its obligations to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in Section 4.B. and 4.C.

SECTION 5. LIABILITY INSURANCE. Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements.

Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
 1. Products/completed operations to be maintained for a warranty period of 2 years,
 2. Personal and advertising injury,
 3. Contractual liability, and
 4. Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.
- C. Workers compensation and employers liability coverage. Statutory workers compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers compensation claims.
- D. Company must name the City, which includes all authorities, commissions, divisions, and departments, as well as elected and appointed officials, agents, and volunteers, as additional insureds under the coverage required herein, except workers

compensations coverage. The certificate of insurance must state that the City is an additional insured.

E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, the following:

1. A minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability insurance throughout the course of work performed, and
2. Statutory workers compensation employers' liability insurance in accordance with the statutes and regulations of the State of Texas.

In the event a claim exceeds the contractors' or subcontractors' insurance coverage, Company shall be responsible for covering any deficiencies between its contractors' or subcontractors' insurance coverages and the amount of the claim. Company shall provide to the City upon request proof of its contractors' and subcontractors' compliance with these insurance requirements.

F. The Company will provide proof of insurance in accordance with this Franchise within thirty (30) days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 6. NON-EXCLUSIVE FRANCHISE. This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

SECTION 7. COMPENSATION TO THE CITY. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- A. A final quarterly payment was made on or before May 15, 2011, for the basis and privilege period of January 1 through March 31, 2011, in accordance with the provisions in the previous franchise.
- B. On a quarterly basis, a charge, as authorized by Section 33.008(b) of PURA, currently the product of a factor of 0.004371 multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries, as such charge may be revised from time to time by mutual written agreement of both the City and Company, per the quarterly schedule as follows:

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period</u>
August 15	Apr. 1 – June 30	Apr. 1 – June 30

November 15	July 1 – Sept. 30	July 1 – Sept. 30
February 15	Oct. 1 – Dec. 31	Oct. 1 – Dec. 31
May 15	Jan.1 – Mar. 31	Jan.1 – Mar. 31

1. The first quarterly payment hereunder shall be due and payable on or before August 15, 2011, and will cover the basis and privilege period of April 1, 2011 through June 30, 2011. The final payment under this Franchise is due on or before May 15, 2016 and covers the basis and privilege period of January 1, 2016 through March 31, 2016.
 2. After the final payment date of May 15, 2016, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.
 3. Payments shall continue in like manner for any extension of this Franchise as provided in Section 12 hereof.
- C. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in its Tariff for Retail Delivery Service (“Tariff”), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will,

upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.

1. The franchise fee amounts based on Discretionary Service Charges shall be calculated on an annual calendar year basis, *i.e.*, from January through December 31 of each calendar year.
2. The franchise fee amounts that are due based on Discretionary Service Charges shall be paid at least once annually on or before April 30 each year based on the total Discretionary Service Charges, as set out in Section 7.C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2012, and will be based on the calendar year January 1 through December 31, 2011. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2017, and will be based on the months of January 1, 2016, through March 31, 2016.
3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
4. City agrees: (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100%

recovery of such franchise fees by Company; and (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.

5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
 6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.
- D. With each payment of compensation required by Section 7.B, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.
- E. With each payment of compensation required by Section 7.C, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.
- F. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement

between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded to Company by City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this Section shall not be deemed to be a waiver by the other party of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude the other party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this section shall be deemed a waiver by either party of its rights under law or equity.

- G. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code Section 183.003 as amended for the time period involved.
- H. The franchise fee payable to the City pursuant to Section 7.B. hereunder, except as agreed to by Company and City in Section 7.F., shall not be offset by any payment by Company to the City relating to ad valorem taxes.

SECTION 8. ACCOUNTING MATTERS.

- A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.

- B. The City may conduct an audit or other inquiry in relation to a payment made by Company in accordance with Section 33.008(e) of PURA. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by representatives of the City to ascertain the correctness of the reports agreed to be filed herein.
- C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore.
 - 1. If as the result of any City audit, Company is refunded/credited for an overpayment or pays the City for an underpayment of the franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Sections 7.F and 7.G.
 - 2. If as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 13.C.
- D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

E. If the Company provides confidential or proprietary information to the City, the Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company so designated to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required to release by law. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's proprietary or confidential information, City will notify the Texas Attorney General of the proprietary or confidential nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION 9. RIGHT OF RENEGOTIATION.

A. Should either Company or the City have cause to believe that a change in circumstances relating to the terms of this Franchise may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Company agree to a change in a provision of the Franchise, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and written acceptance of the amendment by Company.

SECTION 10. RELOCATION OF FACILITIES.

A. The City reserves the right to lay, and permit to be laid, any City-owned facilities, such as stormwater, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under a Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any City-owned curb, sidewalk, highway, alley, public way, street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities.

- B. Upon request by City, Company shall relocate its facilities at the expense of City, except as otherwise provided in Section 37.101(c) of PURA, which statutory provision currently requires the Company to relocate its facilities at its own expense to permit the widening or straightening of a street, and which City and Company agree includes the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (including modifications to sidewalks required by the Americans with Disabilities Act), provided that the City shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way.
- C. When Company is required by City to remove or relocate its poles, towers, conduits, cables, and other facilities to accommodate Public Right-of-Way improvements, and Company is eligible under Federal, State, County, City or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be handled through City, Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City.
- D. If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the

former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

- E. If the City requires the Company to adapt or conform its facilities, or in any manner to alter, relocate, or change its property to enable any entity other than the City to use, or use with greater convenience, said Public Rights-of-Way, the Company shall not be bound to make such changes until such other entity shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's property or facilities.

SECTION 11. TRANSFER AND ASSIGNMENT. The rights granted by this Franchise inure to the benefit of Company and any parent, subsidiary, or affiliate now or hereafter existing. Upon assignment to such parent, subsidiary or affiliate, such parent, subsidiary or affiliate assumes all rights and obligations of Company hereunder and is bound to

the same extent as Company hereunder. Company shall give City written notice within ninety (90) days of assignment to a parent, subsidiary or affiliate. In the event Company assigns this Franchise to someone other than a parent, subsidiary or affiliate (Assignee), Company shall give City notice concurrently with notice provided to the Public Utility Commission of Texas of the sale or transfer of assets. Any such assignment shall require that said Assignee assume all obligations and rights of Company and is bound to the same extent as Company hereunder. If, within the first ninety (90) days after assignment to someone other than a parent, subsidiary or affiliate, City shall identify a failure to comply with a material provision of this Franchise, City shall have the right to treat such failure to comply as an Uncured Event of Default and immediately implement the provisions of Section 13, including the right to terminate the Franchise.

SECTION 12. TERM. This ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage by the City and approval hereof. The right, privilege and franchise granted hereby shall expire on March 31, 2016; provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the expiration of this Franchise, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 13. DEFAULT, REMEDIES AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of this Franchise, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's breach or violation of any of material terms, covenants, representations or warranties contained herein or Company's failure to perform any material obligation contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.
2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such

Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.

3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 13.C.

C. Remedies. The City shall notify the Company in writing, of an alleged Uncured Event of Default as described in Section 13.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) calendar days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages;
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, that as a matter of equity, are specifically enforceable; and
3. The termination of this Franchise.

- D. Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.
- E. Termination. In accordance with the provisions of Section 13.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the questions of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable.

Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

- F. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

SECTION 14. PUBLIC PURPOSE. All of the provisions contained in this ordinance are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

SECTION 15. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of the ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the parties in adopting this Franchise that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to that end, all provisions of this ordinance are declared to be severable.

SECTION 16. NOTICE.

A. Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY
City Manager
City of Lewisville
151 West Church Street
Lewisville, TX 75057

COMPANY
Director, Regulatory Affairs
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 6th floor
Dallas, TX 75202-1234

B. Upon request, Company shall provide City with current contact information for the City's use in forwarding customer inquiries and complaints to Company.

SECTION 17. ACCEPTANCE. In order to accept this Franchise, Company must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City. Company shall pay all publication expense regarding notification of the Franchise.

SECTION 18. FUTURE AMENDMENTS. This ordinance may be amended only by the mutual written agreement of the City and the Company.

SECTION 19. ORDINANCE PASSED AT PUBLIC MEETING. It is hereby officially found that the meeting at which this ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

SECTION 20. EFFECTIVE DATE. If Company accepts this ordinance, by the filing of its written acceptance, this ordinance shall be effective as of August 15, 2011.

SECTION 21. REPEAL. This ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

DULY PASSED AND APPROVED ON THE 1ST READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, BY A VOTE OF 4 TO 0, ON THIS THE 16TH DAY OF MAY, 2011.

DULY PASSED AND APPROVED ON THE 2ND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, BY A VOTE OF 4 TO 0, ON THIS THE 20TH DAY OF JUNE, 2011.

APPROVED:



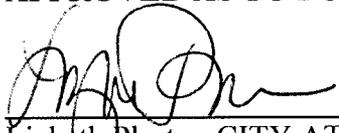
Dean Ueckert, MAYOR

ATTEST:



Patricia Parra, DEPUTY CITY SECRETARY

APPROVED AS TO FORM:



Lizbeth Plaster, CITY ATTORNEY



LEWISVILLE

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MEMORANDUM

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: Julie Heinze, City Secretary

DATE: February 3, 2016

SUBJECT: **Tabled Item: Consideration of an Appointment to Place No. 4 on the Community Development Block Grant Advisory Committee.**

BACKGROUND

On February 15, 2016, City Council accepted the resignation of Judy Kay Ferguson and declared a vacancy in Place No. 4 of the Community Development Block Grant Advisory Committee. In order to allow additional time to interview the candidates that had submitted applications for this committee, Council tabled the appointment until the March 7, 2016 meeting.

ANALYSIS

Deniese Sheppard, Craig Weidner and Joe L. Derrick have recently submitted data sheets indicating their interest in CDBG. The data sheets have been included for City Council review.

RECOMMENDATION

It is City staff's recommendation that the City Council consider an appointment as set forth in the caption above.



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BOARDS AND COMMISSIONS APPLICATION

Name: CRISP WEIDNER

Address: 22 OAKBROOK DR, LEWISVILLE 75057

E-mail Address: WEIDNERCP@JUNO.COM

Home Phone: NONE Cell Phone: 469-235-6173 Work Phone: 972-219-0538

Occupation: VICE PRESIDENT Employer: PRIME AC CORPORATION

Are you a resident of Lewisville? Yes No Length of residency: 14 yrs

Are you a registered voter? Yes No Voter registration number: _____

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment?

Yes No If yes, explain: _____

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

Yes No If yes, explain: _____

Please indicate your preferences for membership by numbering (1-15) each Board or Commission, with 1 being your first selection. This will assist Council if first choice is not available.

- | | |
|--|---|
| <input type="checkbox"/> Arts Advisory Board | <input type="checkbox"/> Park Board |
| <input type="checkbox"/> Animal Services Advisory Committee | <input type="checkbox"/> Planning & Zoning Commission (also serves as: Transportation Board & Capital Improvements Advisory Committee) – Do you own real property in the City of Lewisville _____ |
| <input type="checkbox"/> Charter Review Commission | <input type="checkbox"/> Tax Increment Reinvestment Zone, Number One Board of Directors |
| <input checked="" type="checkbox"/> Community Development Block Grant Advisory Committee | <input type="checkbox"/> Tax Increment Reinvestment Zone, Number Two Board of Directors |
| <input type="checkbox"/> Lewisville Housing Finance Corporation | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Lewisville Industrial Development Corporation | <input type="checkbox"/> Oil and Gas Advisory Board |
| <input type="checkbox"/> Library Board | |
| <input type="checkbox"/> Lewisville Parks & Library Development Corporation | |
| <input type="checkbox"/> Old Town Design Review Committee | |

Background

Education: High School College - Course Study: MBA
 Other - explain _____

What is your occupational experience? VICE PRESIDENT IN CHARGE OF FINANCIAL & ADMINISTRATIVE ACTIVITIES

Areas of Interest: WAKEBOARDING & MOTORCROSS



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Previous and current volunteer/community service:

Dates:

Office(s) held:

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held. Additional information may be attached.

DIRECTOR OF PRIME RCI CORPORATION 2002 - PRESIDENT #20 MILLION (ANNUAL SALES)

PRESIDENT ; DIRECTOR OF OAKBROOK ON THE LAKE HOA 2004-2010
2013 - PRESIDENT

Are you involved in any community activities? GLASA COACH 2004-2010

Have you attended one or more meetings of the board/commission/committee for which you have applied.: Please check box, if the answer is yes.

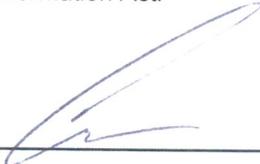
Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking appointment. You may also add a resume or additional information. Please check box, if resume attached

What do you hope to accomplish by serving on a board or commission? INITIALLY HOPE TO UNDERSTAND PROCESSES, THEN CONTRIBUTE MY FINANCIAL KNOWLEDGE TO THE DECISIONMAKING PROCESS.

What else would you like to tell us about yourself? _____

Please return the completed form to the City Secretary's Office, City Hall, 151 West Church Street, Lewisville, Texas 75057, fax to (972) 219-3412, or e-mail to ltijerina@cityoflewisville.com by **May 15th** to be considered for appointment. Applications are kept on file for a period of one (1) year. After that time it will be necessary to reapply and update the information herein if you wish to be considered for appointment.

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature:  Date: 1-21-16

Craig Weidner
22 Oakbrook Dr
Lewisville, TX. 75057
972-219-0538 (w) / 469-235-6173 (cell)
weidnercp@juno.com

January 21, 2016

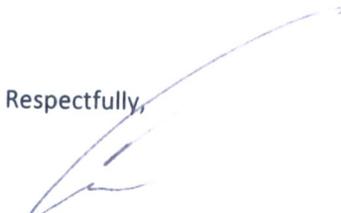
Ms. Laura Mitchell

I am a recent member of the empty nest club. Lived and raised my son alone in Lewisville for the better part of my adult life. Started Prime Deli Corporation in Lewisville almost 22 years ago and dealt with several departments within Lewisville government (Fire Inspection, City Sanitarian, etc.). Past and current dealings have always been professional and productive. I feel this is a highly professional group of folks I would like to associate with.

As my services at Prime Deli slowly come to an end over the next few years, I find myself feeling Lewisville is what I want to call home. Lewisville has given me a lot and it is not time to give something back.

Guess I could go on and on, but I feel the above summarizes my motivations.

Respectfully,



Craig Weidner



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BOARDS AND COMMISSIONS APPLICATION

Name: Deniese Sheppard

Address: 200 Oak Knoll Circle # 1713

E-mail Address: embrace my now@gmail.com

Home Phone: _____ Cell Phone: 817-489-4087 Work Phone: 972-353-2315

Occupation: Client Escalations Spec. Employer: Reliable Reports Inspections

Are you a resident of Lewisville? Yes _____ No Length of residency: 2009

Are you a registered voter? Yes _____ No Voter registration number: 1169853779

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment?

_____ Yes No If yes, explain: _____

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

_____ Yes No If yes, explain: _____

Please indicate your preferences for membership by numbering (1-15) each Board or Commission, with 1 being your first selection. This will assist Council if first choice is not available.

- | | |
|--|--|
| <input type="checkbox"/> Arts Advisory Board | <input type="checkbox"/> Park Board |
| <input type="checkbox"/> Animal Services Advisory Committee | <input type="checkbox"/> Planning & Zoning Commission (also serves as: Transportation Board & Capital Improvements Advisory Committee) – Do you own real property in the City of Lewisville _____ |
| <input type="checkbox"/> Charter Review Commission | <input type="checkbox"/> Tax Increment Reinvestment Zone, Number One Board of Directors |
| <input checked="" type="checkbox"/> Community Development Block Grant Advisory Committee | <input type="checkbox"/> Tax Increment Reinvestment Zone, Number Two Board of Directors |
| <input type="checkbox"/> Lewisville Housing Finance Corporation | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Lewisville Industrial Development Corporation | <input type="checkbox"/> Oil and Gas Advisory Board |
| <input type="checkbox"/> Library Board | |
| <input type="checkbox"/> Lewisville Parks & Library Development Corporation | |
| <input type="checkbox"/> Old Town Design Review Committee | |

Background

Education: High School College - Course Study: Business Admin. only 1 yr.
_____ Other - explain _____

What is your occupational experience? Customer Service - Handling Escalated Calls from company clients. Being the go to people for all company and client related.

Areas of Interest: Community Rehab. - Social Service - Helping people get better mentally, physically, spiritually.



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Previous and current volunteer/community service:

Dates:

Office(s) held:

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held. Additional information may be attached.

*As of right now I do not serve on any Commission.
I am doing the Lewisville Citizens University classes.*

Are you involved in any community activities?

Yes, I am the organizer of the 2nd Annual MLK Day Vigil Against Violence event on the Steps on City Hall.

Have you attended one or more meetings of the board/commission/committee for which you have applied. Please check box, if the answer is yes.

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking appointment. You may also add a resume or additional information. Please check box, if resume attached

What do you hope to accomplish by serving on a board or commission?

I'm hoping to be a catalyst to help get our communities and our city restored, revitalized, and replenished. Having a healthy community & city.

What else would you like to tell us about yourself?

I have a small ministry called Embrace Faith Ministry - I am the Founder / CEO - A grandmother of 2 boys and I enjoy meeting different people from different walks of life

Please return the completed form to the City Secretary's Office, City Hall, 151 West Church Street, Lewisville, Texas 75057, fax to (972) 219-3412, or e-mail to ltijerina@cityoflewisville.com by **May 15th** to be considered for appointment. Applications are kept on file for a period of one (1) year. After that time it will be necessary to reapply and update the information herein if you wish to be considered for appointment.

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature: *Nemesi Sheppard*

Date: *1/18/2016*



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BOARDS AND COMMISSIONS APPLICATION

Name: JOE L. DERRICK

Address: 1730 CANTERBURY LN. LEWISVILLE, TX. 75067

E-mail Address: JOE.DERRICK@VERIZON.NET

Home Phone: 972-289-2895 Cell Phone: 214-244-4131 Work Phone: —

Occupation: RETIRED Employer: N/A

Are you a resident of Lewisville? Yes No Length of residency: 28 yrs.

Are you a registered voter? Yes No Voter registration number: 1091411100

Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the Board and Commission to which you seek appointment?

Yes No If yes, explain: _____

Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

Yes No If yes, explain: _____

Please indicate your preferences for membership by numbering (1-15) each Board or Commission, with 1 being your first selection. This will assist Council if first choice is not available.

- Arts Advisory Board
- Animal Services Advisory Committee
- Charter Review Commission
- Community Development Block Grant Advisory Committee
- Lewisville Housing Finance Corporation
- Lewisville Industrial Development Corporation
- Library Board
- Lewisville Parks & Library Development Corporation
- Old Town Design Review Committee
- Park Board
- Planning & Zoning Commission (also serves as: Transportation Board & Capital Improvements Advisory Committee) – Do you own real property in the City of Lewisville _____
- Tax Increment Reinvestment Zone, Number One Board of Directors
- Tax Increment Reinvestment Zone, Number Two Board of Directors
- Zoning Board of Adjustment
- Oil and Gas Advisory Board

Background

Education: High School College - Course Study: MARKETING
 Other - explain _____

What is your occupational experience? PROJECT MGR. FOR COMPUTER SCIENCES COMPANY (CSC) - CALL CENTER OUTSOURCING & MIGRATIONS

Areas of Interest: TRAVELING, GARDENING, COOKING, VOLUNTEERING



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**Previous and current
volunteer/community service:**

Dates:

Office(s) held:

Please specify membership and give title and dates, and/or employment with all Boards, Commissions, Corporations, Non-Profit Entities, Agencies, or other Entities on any other government Board or Commission that you have held. Additional information may be attached.

NEIGHBORS LEADING NEIGHBORS

Are you involved in any community activities? N.L.N.

Have you attended one or more meetings of the board/commission/committee for which you have applied: Please check box, if the answer is yes.

Reasons for seeking appointment: Please attach a brief narrative outlining your interests and qualifications for seeking appointment. You may also add a resume or additional information. Please check box, if resume attached

What do you hope to accomplish by serving on a board or commission? SERVICE TO THE CITY OF Lewisville

What else would you like to tell us about yourself? HONEST, PROFESSIONAL, OUTGOING

Please return the completed form to the City Secretary's Office, City Hall, 151 West Church Street, Lewisville, Texas 75057, fax to (972) 219-3412, or e-mail to ltijerina@cityoflewisville.com by **May 15th** to be considered for appointment. Applications are kept on file for a period of one (1) year. After that time it will be necessary to reapply and update the information herein if you wish to be considered for appointment.

By signing below, you certify that all information on this form is represented accurately. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.

Signature: *[Handwritten Signature]*

Date: 2/5/16

**Community Development Block Grant Advisory Committee
Roster/ Terms of Office**

<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
Tamela D. Bowie 1636 Niagara Blvd. Lewisville, TX 75077 214-478-0293 (c) tamelabowie@aol.com	Place No. 1	7/02/2007	6/15/2015	6/30/2017
Eric Page 306 Fagg Dr. Lewisville, TX 75057 214-415-0817 (h) pagee@gmx.com	Place No. 2 Chairman	6/18/2012	6/16/2014	6/30/2016
Sarah McLain 980 Downey Dr. Lewisville, TX 75067 214-557-8837 (c) Sarah_Mclain@yahoo.com	Place No. 3	9/14/2010	6/15/2015	6/30/2017
Vacant	Place No. 4			
Latashia I. Sherrod 2200 S. Uecker Ln. #7207 Lewisville, TX 75067 321-277-0438(c) Latashia.sherrod@yahoo.com	Place No. 5	6/15/2015		6/30/2017
Robert Paul 938 Kent Dr. Lewisville, TX 75067 972-221-1421 (h) 214-757-9548 (c) ppaulrobert@gmail.com	Place No. 6	6/18/2012	6/16/2014	6/30/2016
Debbie Fu 1750 Clarendon Dr. Lewisville, TX 75067 469-733-3760 (c) debbie.fu@gmail.com	Place No. 7 Vice-Chairperson	1/27/2014	6/15/2015	6/30/2017



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

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: Julie Heinze, City Secretary

DATE: February 24, 2016

SUBJECT: Consideration of Presentation of Certificate of Unopposed Candidates and Consideration of an Order Canceling the Election and Declaring Unopposed Candidates in the May 7, 2016 General Election, Elected to Office.

BACKGROUND

In accordance with state law under Chapter 2, Subchapter C, Election Code, the City Council has the ability to cancel the upcoming May 7, 2016, General Election due to the fact there are no opposed races.

ANALYSIS

The City Secretary has prepared the appropriate certificate certifying that no persons have made a declaration of write-in candidacy, and both of the following candidates are unopposed: Brandon Jones - Councilman Place No. 4, Brent Daniels, Councilman Place No. 5. Based upon the contents of the certification, an order has been prepared for the Council's consideration to cancel the May 7, 2016 general election and declaring the candidates elected to office.

If it is the decision of the City Council to cancel the general election, both candidates will be sworn in at the May 16, 2016, City Council meeting (the original date scheduled for the canvass of the election results). The cancellation of the general election will not affect the two special sales tax elections that have been called for the City of Lewisville Fire Control, Prevention and Emergency Medical District and City of Lewisville Crime Control and Prevention District.

Recently amended state law requires that if an entity is conducting a separate election at the same time as the cancelled election, the declared elected candidates shall be listed separately on the ballot under the heading "Unopposed Candidates Declared Elected." While both candidates will be shown on the ballot, there will be no votes cast in connection with the candidates.

Subject: Certificate of Unopposed Candidates
February 24, 2016
Page 2



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RECOMMENDATION

It is City staff's recommendation that the City Council accept the Certificate of Unopposed Candidates; and consider the order canceling the general election.

Certificate Of Unopposed Candidates

Certification of Unopposed Candidates by the City Secretary

I, Julie Heinze, certify that I am the City Secretary of the City of Lewisville and the authority responsible for preparing the ballot for the May 7, 2016 General City Election.

I further certify that no person has made a declaration of write-in candidacy and all of the following candidates are unopposed:

Brandon Jones, Councilman Place No. 4

Brent Daniels, Councilman Place No. 5

Julie Heinze, City Secretary

Dated this 24th day of February, 2016.

ORDER OF CANCELLATION
EJEMPLO DE ORDEN DE CANCELACIÓN

The Lewisville City Council hereby cancels the election schedule to be held on May 7, 2016 in accordance with Section 2.053 of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El Lewisville City Council por la presente cancela la elección que, de lo contrario, se hubiera celebrado el Mayo 7, 2016 de conformidad, con la Sección 2.053 del Código de Elecciones de Texas. Los siguientes candidates han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya incicado a continuación:

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Brandon Jones	Councilman Place No. 4
Brent Daniels	Councilman Place No. 5

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Dia de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección

Rudy Durham, Mayor

Julie Heinze, City Secretary

Date of Adoption

CITY OF LEWISVILLE
Engineering Department

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon, P.E.

DATE: March 1, 2016

SUBJECT: Mill @ College Intersection Improvements

The Traffic signal on Mill Street at College was warranted and installed based on an extremely high accident rate at that intersection. In turn, the traffic signal installation has generated a lane assignment and turning vehicle conflict for the left southbound lane of Mill Street. Large trucks on westbound College, most of which turn right at the intersection to northbound Mill Street have a wide turning radius. To avoid running over the curbs, sidewalks and various utilities in the northeast quadrant of the intersection, the trucks are required to swing out into what would normally be the inside southbound lane on Mill Street (See the attached turning vehicle exhibit). Prior to the signal installation, this was not necessarily a problem as large vehicles could wait for a gap in the north/south traffic on Mill and make the wide turn. Now with the signal installed, these large vehicles can only make the right turn during a green ball or a right turn on red if there is a gap. With the signal in place, the opportunities for a gap during a red ball are significantly reduced. On a green ball, if a vehicle were to pull up to the intersection in the left lane on southbound Mill Street, right turning trucks would not be able to turn in spite of having a green ball. There would be no choice but to hope there might be a gap allowing the right turn on red or that there would be no vehicle in the southbound left lane during the next green ball. This situation was anticipated during design of the traffic signal thus the design to stripe or block off the inside southbound lane of Mill Street such that the turning movement from College Street could encroach into the striped area when necessary on a green light. It would also be nearly impossible for a large vehicle to make a left turn from the southbound left lane of Mill Street onto College if there was a vehicle waiting for a green ball on the westbound College Street approach resulting in a "standoff". As a result, southbound Mill Street has been reduced to one lane at College Street.

Exacerbating the delay on Mill Street, the new signal installation has been experiencing some detection problems. Although the problem has been diagnosed and addressed for the most part, there is still a problem in the 5:00 PM to 6:00 PM time frame due to shadows caused by trees near the intersection. Staff is actively working with the equipment manufacturer to resolve that problem. The intersection improvements will not be accepted until the problem has been resolved.

Since some vehicles are not obeying current signage and striping on southbound Mill, staff is considering various additional options in the short term to alert southbound drivers of the need to merge right in order to prevent a head on collision between turning vehicles or two southbound vehicles making simultaneous left turns. Any option exercised will need to meet the requirements of the "Manual of Uniform Traffic Control Devices". Without Valley ridge extension in place, the only other option would be to remove College Street east of Mill Street as a truck route which would force large trucks servicing the landfill and other truck related businesses along East College Street south on Valley Ridge to business 121 into an intersection that is already experiencing long east & westbound delays at peak times and possibly adding additional truck traffic to East Main and Church Streets.

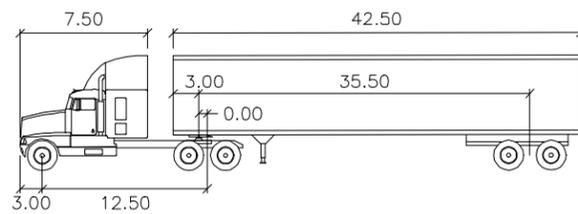
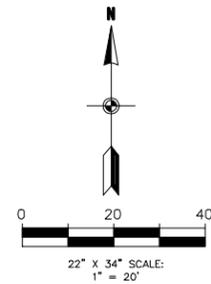
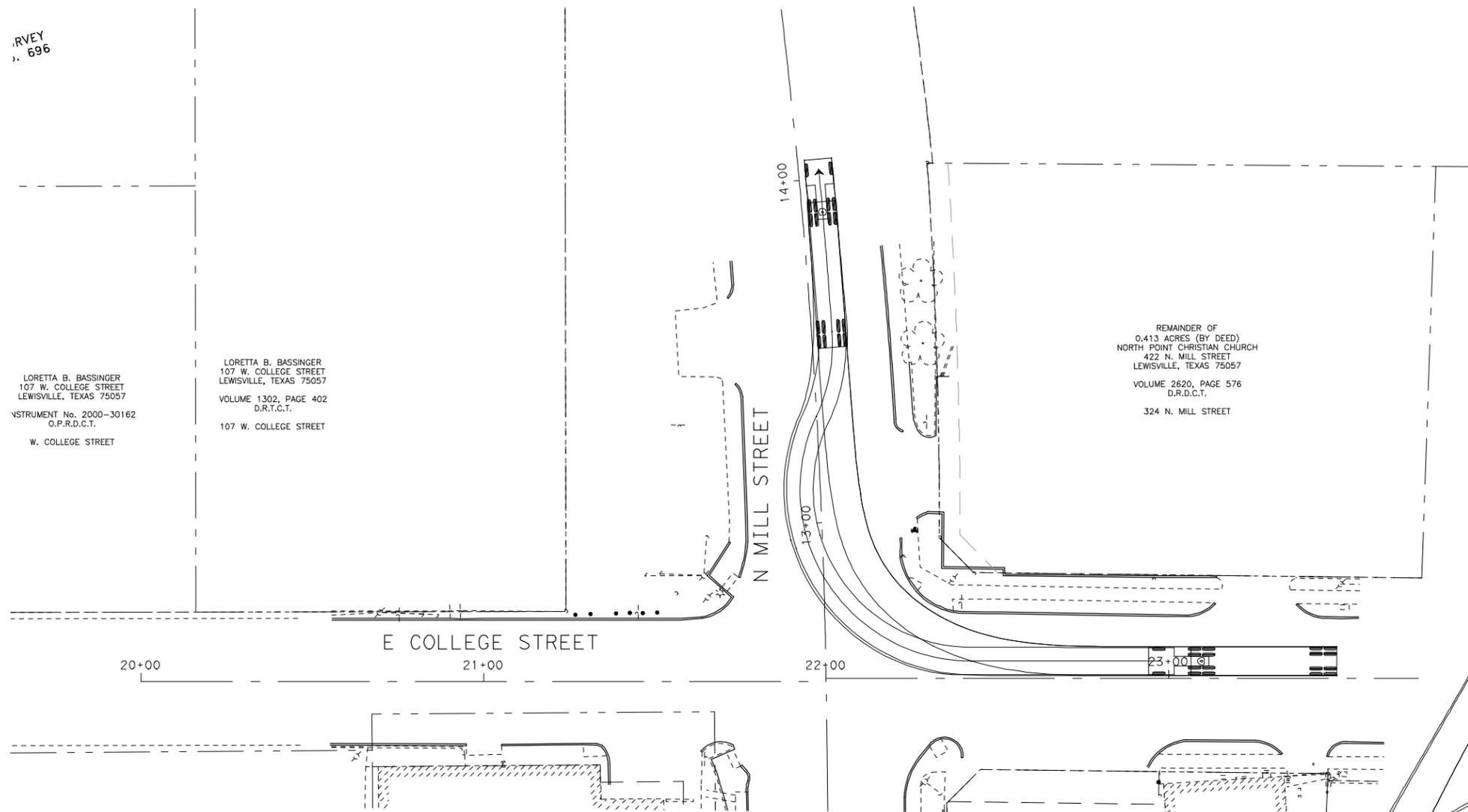
In the longer term, Staff anticipates traffic patterns to be significantly altered once Valley Ridge opens between Mill and College in summer of 2017. With fewer anticipated trucks and pass through traffic in general, consideration can be made for altering the truck routes in this area and re-examining the lane assignments and signal timing on Mill Street at College. It is also important to remember the present plan for Mill Street south of College Street is to transition the number of lanes to one in each direction with a continuous left once south of Main Street based on the Main/Mill TOD Plan.

REVISION
 NO. 696

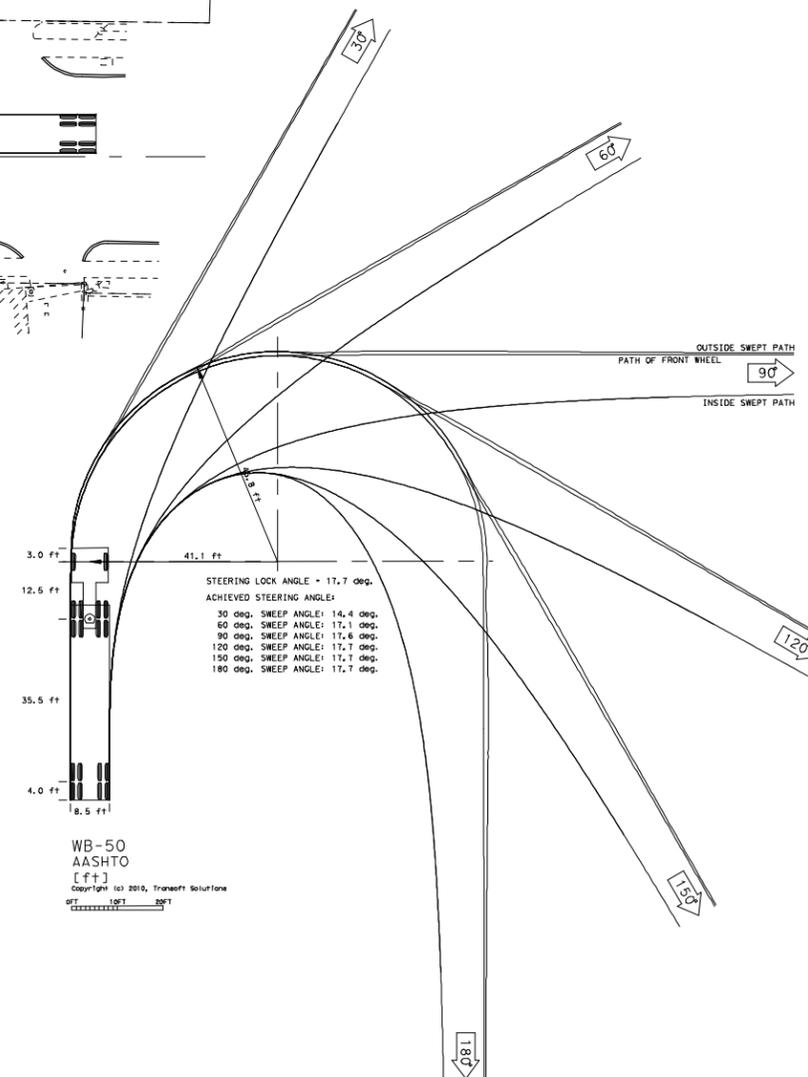
LORETTA B. BASSINGER
 107 W. COLLEGE STREET
 LEWISVILLE, TEXAS 75057
 INSTRUMENT No. 2000-30162
 O.P.R.D.C.T.
 W. COLLEGE STREET

LORETTA B. BASSINGER
 107 W. COLLEGE STREET
 LEWISVILLE, TEXAS 75057
 VOLUME 1302, PAGE 402
 D.R.T.C.T.
 107 W. COLLEGE STREET

REMAINDER OF
 0.413 ACRES (BY DEED)
 NORTH POINT CHRISTIAN CHURCH
 422 N. MILL STREET
 LEWISVILLE, TEXAS 75057
 VOLUME 2620, PAGE 576
 D.R.D.C.T.
 324 N. MILL STREET



WB-50		feet	
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		



Kimley»Horn
 2001 West Royal Lane, Suite 770, Irving, TX 75039 214-400-6600
 Texas Registered Engineering Firm # 12-220

NO.	REVISION	BY	DATE

PRELIMINARY
 FOR REVIEW ONLY
 Not for permit purposes
 Engineering: Loretta B. Bassinger
 P.E. No. 38384-0000-3/2016

LEWISVILLE
 Traffic Improvements
 2012
 Deep Roots. Bright Wings. Bright Future.

AUTOTURN (c)
EXHIBIT
 MILL / COLLEGE

DATE: MARCH 2016
DESIGN: MDC
DRAWN: KHA
CHECKED: MDC
KHA NO.: 063025028
CITY NO.: 091204

SHEET
 E 1