



Lewisville City Council

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A G E N D A

LEWISVILLE CITY COUNCIL MEETING JANUARY 5, 2015

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. Presentation of Planned Removal of FM 407 Bridge Over Interstate 35E and Expected Timeline for Interchange Reconstruction, by AGL Constructors
- B. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION - 7:00 P.M.

- A. **INVOCATION:** Mayor Ueckert
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:**
Deputy Mayor Pro Tem Ferguson
- C. **PROCLAMATION:** Declaring the Month of January, 2015, as “Lewisville’s 90th Birthday”
- D. **PUBLIC HEARINGS:**
 - 1. **Public Hearing:** Consideration of an Ordinance for a Zone Change Request from Public Use (PU) to Old Town Mixed Use Two (OTMU2), Located on 1.90 Acres North of Church Street, Between Herod Street and Charles Street. The Request is Being Made by The City of Lewisville, the Property Owner (Case No. PZ-2014-12-13).

**AGENDA
LEWISVILLE CITY COUNCIL
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ADMINISTRATIVE COMMENTS:

The 1.90 acre property is located at the northwest corner of Charles Street and Church Street. The City of Lewisville is the property owner and is requesting a rezoning to OTMU2 in order to comply with the recommended zoning for the Old Town Master Plan and facilitate the development of three proposed restaurants. The Planning and Zoning Commission recommended approval of the zone change request by a vote of 6-0 at their meeting on December 2, 2014.

RECOMMENDATION:

That the City Council approve the proposed ordinance amending the Lewisville City Code, Chapter 17, the Comprehensive Zoning Ordinance, as set forth in the caption above.

PRESENTATION: Nika Reinecke, Dir. of Economic Development / Planning

2. **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit Request for a Kennel With Outdoor Runs on 0.579 Acres Zoned General Business (GB), Located on Lot 1, Block Q of the Lewisville/Round Grove Commercial Center, as Requested by Laura Couch, President of The Velvet Snout (Case No. SUP-2014-12-07).**

ADMINISTRATIVE COMMENTS:

The subject request is for the development of a “Canine Adventure Center” to serve as an outdoor play and exercise area for dogs at The Velvet Snout, an existing boarding and daycare facility. The zoning ordinance requires that a SUP be obtained for kennels with outdoor runs. The Planning and Zoning Commission recommended approval of the SUP by a vote of 6-0 at their meeting on December 2, 2014.

RECOMMENDATION:

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

PRESENTATION: Nika Reinecke, Dir. of Economic Development / Planning
Laura Couch, President of The Velvet Snout

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3. **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for a Private Utility Sub-Station on 6.379 Acres Zoned General Business (GB), Located on Lot 1, Block A of the Texas New Mexico Power Company Addition, as Requested by G&A Consultants, LLC on Behalf of the Property Owner (Case No. SUP-2014-12-08).**

ADMINISTRATIVE COMMENTS:

The subject request is for the addition of a new 3,241 square foot building and associated parking to the existing Texas New Mexico Power (TNMP) electrical sub-station site located at 577 Garden Ridge Road. The zoning ordinance requires that an SUP be obtained for private utility sub-stations. Planning and Zoning Commission recommended approval of the SUP by a vote of 6-0 at their meeting on December 2, 2014.

RECOMMENDATION:

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

PRESENTATION: Nika Reinecke, Dir. of Economic Development / Planning
Doug Weaver, G&A Consultants, LLC

4. **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit Request for a Drive-in Theater on 34.529 Acres Zoned Light Industrial (LI), Located at the Southeast Corner of Midway Road and Holford's Prairie Road; and Consideration of a Variance to the Lewisville City Code, Section 6-161 – General Provisions, as Requested by the Applicant, Coyote Theater, LLC (Case No. SUP-2014-12-09).**

ADMINISTRATIVE COMMENTS:

Coyote Theater, LLC is requesting a Special Use Permit for the construction of a drive-in movie theater with five screens, a 10,000 square foot restaurant and open-air pavilion, and a children's play area. The owners opened their first location at Panther Island in downtown Fort Worth in May of 2013, and due to the attraction's popularity are seeking to expand in new markets. One variance to allow the use of crushed recycled concrete for parking embankments in lieu of asphalt or concrete paving is requested. The Planning and Zoning Commission recommended approval of the SUP by a vote of 6-0 at their meeting on December 2, 2014.

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RECOMMENDATION:

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

PRESENTATION: Nika Reinecke, Dir. of Economic Development / Planning
Brady Barnett, Coyote Development

5. **Public Hearing: Consideration of an Ordinance for a Zone Change Request From Duplex (DU) to Old Town Mixed Use Two (OTMU2) District Zoning on 0.55 Acres, Located at 125 W. Walters Street; as Requested by Todd Bradburry on behalf of Alexandra Pauline Properties Co., the Property Owner (Case No. PZ-2014-12-12).**

ADMINISTRATIVE COMMENTS:

125 W. Walters Street is an undeveloped parcel owned since 1998 by Alexandra Pauline Properties. The owner is currently in the process of replatting the property with hopes of developing it in the near future. The designation of Old Town Mixed Use Two (OTMU2) being requested would allow for a greater variety of development options than the current Duplex zoning and is consistent with the Old Town Master Plan's recommended zoning for the property. The Planning and Zoning Commission recommended approval of the zone change request by a vote of 6-0 at their meeting on December 2, 2014.

RECOMMENDATION:

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

PRESENTATION: Nika Reinecke, Dir. of Economic Development / Planning
Patti Guzik, Alexandra Pauline Properties Co.

- 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.

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- 6. Approval of a Contract With Cooksey Communications Inc., in the Amount of \$50,000 to Perform a Communications Audit and Brand Assessment.**

ADMINISTRATIVE COMMENTS:

Lewisville 2025 Vision Plan includes Big Move #8, "Communication and Marketing," as developed and proposed by the Lewisville 2025 committee and adopted by City Council earlier this year. Priority action listed under that Big Move include conducting a comprehensive communications audit and conducting a brand assessment study. Both of those items are being combined into a single contract proposed with Cooksey Communication. The negotiated fee is budgeted in the 2014-15 General Fund budget.

RECOMMENDATION:

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

- 7. Approval of an Economic Development Agreement by and Between the City of Lewisville and Digital Lewisville, LCC; and Authorization for the City Manager to Execute the Contract.**

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ADMINISTRATIVE COMMENTS:

Digital Lewisville, LCC owns property located at 2501 S. SH 121 and intends to construct a data center campus. The campus will consist of data "pods" which are secured sites for housing server equipment. The campus is proposed to be built in five phases and includes a planned 65 pods at completion. The timing of the phases is dependent on market demand with Phase I expected to be completed no later than December 2019. The speed, location and size of the building construction will depend on market demand, and can deviate from the proposed schedule, with the exception of having a phase completed by December 2019. The total investment by Digital Realty for both real and business personal property at the end of this projected site plan is expected to be \$510 million. This agreement calls for an Initial Grant to the owner equal to 100% of the ad valorem property taxes assessed which exceed \$213,645.23 (taxes paid on base value) for a 10 year period. New Phase Grants are provided for each phase equal to 100% of the ad valorem taxes where construction commences on or before December 2024. 50% Grants are provided for phases which commence between January 2025 and December 2030. The New Phase and 50% Grants are for a period of 10 years from the date of completion. Grants are allowable at 100% and 50% for Business Personal Property taxes paid by tenants that meet specified criteria, including designating Lewisville as the situs for all business personal property purchases. No rebate of sales tax is included for either the Owner or the Tenants unless the Data Center constructed is a qualified State Data Center. At the end of 25 years, the City is estimated to have collected approximately \$27 million under the proposed construction schedule. The total estimate for all additional revenues from ad valorem taxes and sales taxes over the same 25 year period under the proposed construction schedule is in excess of \$60 million.

RECOMMENDATION:

That the City Council approve the agreement and authorize the City Manager to execute the contract as set forth in the caption above.

G. **REGULAR HEARINGS:**

8. **Consideration of a Nomination to the North Central Texas Council of Governments Regional Emergency Preparedness Planning Council (EPPC).**

**AGENDA
LEWISVILLE CITY COUNCIL
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ADMINISTRATIVE COMMENTS:

Councilman Leroy Vaughn was nominated by City Council on November 5, 2012 and appointed as a member to the North Central Texas Council of Governments (NCTCOG) Regional Emergency Preparedness Planning Council (EPPC). The EPPC is composed of elected officials from participating cities and counties. Cities are grouped into population brackets in accordance with current population estimates. Councilman Vaughn desires to serve another term on the Council and his current term will expire on January 22, 2015. The nomination form needs to be returned to the NCTCOG Executive Board no later than January 7, 2015.

RECOMMENDATION:

That the City Council consider the nomination to EPPC as set forth in the caption above.

- H. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- I. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.071 (Consultation with Attorney): Legal Issues Related to the Construction of the Old Town Park Plaza
 2. Section 551.071 (Consultation with Attorney/Pending Litigation): *Aurelio Duarte, et al. vs. City of Lewisville, TX*, Case No. 13-40806, United States Court of Appeals for the Fifth Circuit
 3. Section 551.072 (Real Estate): Property Acquisition
 4. 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**

<p>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 <u>Texas Government Code</u> 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).</p>

PROCLAMATION

WHEREAS, in 1844, the Holford and King families were the first to settle in the area of modern-day Lewisville, naming it the Holford Prairie Settlement; and,

WHEREAS, in 1855, Basdeal Lewis purchased the Holford land and renamed the nascent settlement Lewisville after his own family name; and,

WHEREAS, in an effort to better protect the community after a series of devastating Main Street fires, Lewisville's 815 residents held an election on January 15, 1925, to decide the issue of municipal incorporation; and,

WHEREAS, by a margin of 109 in favor to 92 opposed, voters approved incorporation as the City of Lewisville; and,

WHEREAS, Lewisville has grown as a community since that day in 1925 currently boasting a population of about 35,000 households accounting for more than 100,000 people;

NOW, THEREFORE, I, Dean Ueckert, Mayor of the City of Lewisville, Texas, do hereby proclaim the month of January 2015, as:

“LEWISVILLE’S 90TH BIRTHDAY”

PROCLAIMED this the 5th day of January, 2015.

Dean Ueckert, Mayor

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: December 10, 2014

SUBJECT: **Public Hearing: Consideration of an Ordinance for a Zone Change Request from Public Use (PU) to Old Town Mixed Use Two (OTMU2), Located on 1.90 Acres North of Church Street, Between Herod Street and Charles Street. The Request is Being Made by The City of Lewisville, the Property Owner (Case No. PZ-2014-12-13).**

BACKGROUND:

The 1.90 acre property is located at the northwest corner of Charles Street and Church Street. The City of Lewisville is the property owner and is requesting a rezoning to OTMU2 in order to comply with the recommended zoning for the Old Town Master Plan and facilitate the development of three proposed restaurants.

ANALYSIS:

The zone change request is consistent with the Old Town Master Plan and allowable uses in OTMU2. The rezoning would allow greater flexibility in development standards and will promote redevelopment. This request is consistent with the 2025 Vision Plan's goal to continue investment in Old Town by expanding its regional identity. A plat and old town development plan for the property are currently in the review process. The proposed wood screening fence along the northern boundary of the site has already been increased from six to eight feet in order to address comments from neighbors at the Planning and Zoning Commission meeting. In addition, the Old Town Design Review Committee must review and approve the restaurants' architecture prior to issuance of a building permit. The Planning and Zoning Commission unanimously (6-0) voted to recommend approval of the zone change request at their meeting on December 2, 2014.

RECOMMENDATION:

It is City staff's recommendation that the City Council approve the proposed ordinance amending Chapter 17 of the Lewisville City Code, the Comprehensive Zoning Ordinance, approving the requested zoning change from Public Use (PU) to Old Town Mixed Use Two (OTMU2) District Zoning.

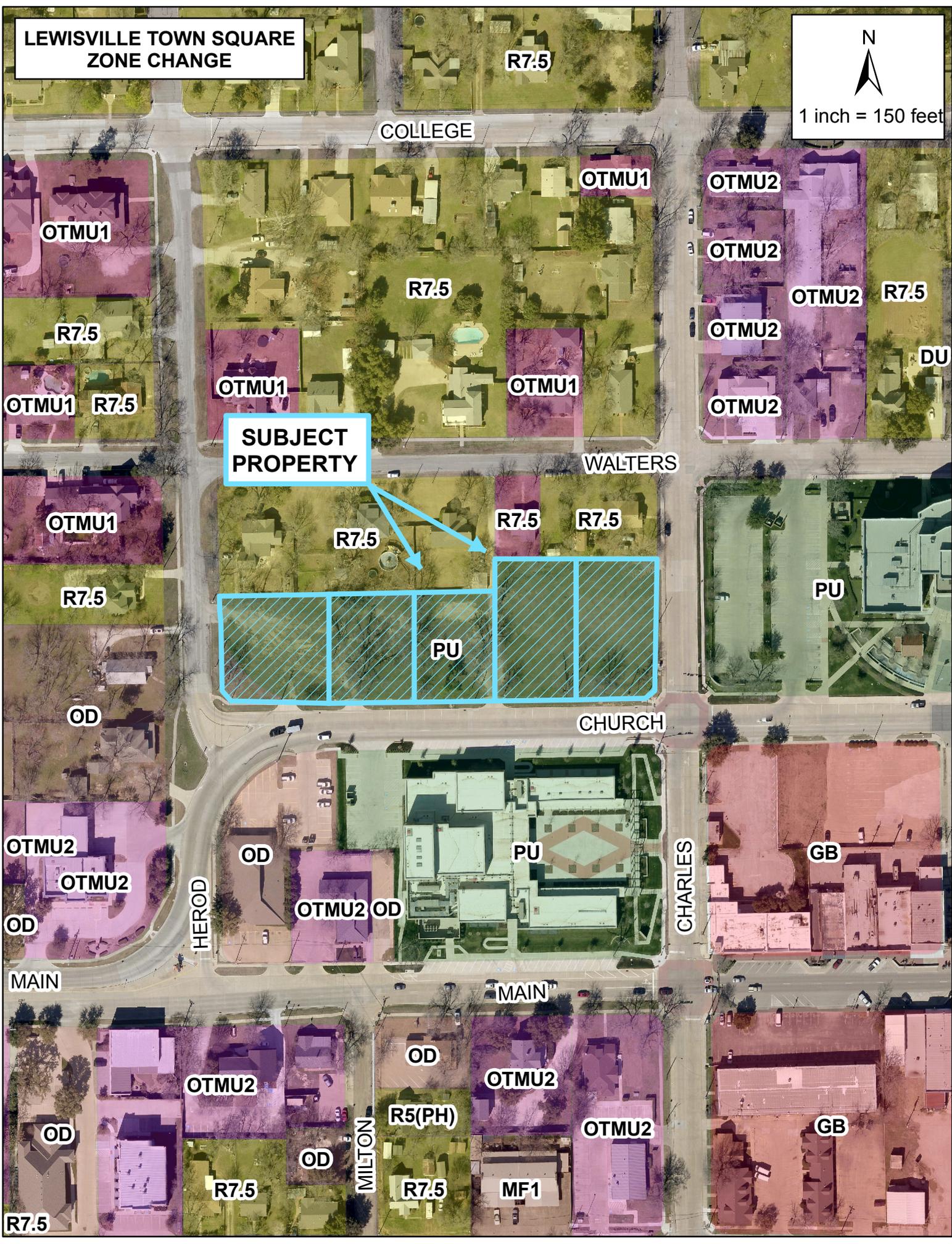
**MINUTES
PLANNING AND ZONING COMMISSION
DECEMBER 2, 2014**

Item 3:

- B. Consideration of a zone change request from Public Use (PU) to Old Town Mixed-Use Two (OTMU2), located on 1.90 acres located on the north side of Church Street between Charles Street and Herod Street. The request is being made by The City of Lewisville, the property owner (Case No. PZ-2014-12-13)

Staff explained that the property was currently owned by the city, but would be transferred to a private developer for the construction of three restaurants upon staff approval of the old town development plan. It was also mentioned that this effort coincides with the 2025 Vision Plan's intent to reinvigorate Old Town. Sean Kirk asked if the restaurants had been solidified, staff replied that two of the three had been determined and the third was in discussion. The public hearing was opened. Kerry Vance, a property owner, asked questions about screening and lighting. Staff replied that a six-foot wood fence was proposed along the entire northern boundary of the property and that the city's ordinance allowed a maximum of four candle feet at the property line. To exceed this would require City Council to grant a variance. Jalene Lindley, a property owner, also inquired about the fencing and suggested that the height be raised to eight feet or the material be upgraded to masonry. William Mullen, a tenant, asked if the architecture would be consistent with the Old Town theme. Staff replied that the sketches provided resembled the Lewisville Feed Mill, but the final architectural drawings would need to be reviewed by the city's Old Town Design Review Committee prior to approval. There being no additional people wishing to speak, the public hearing was closed. Sean Kirk made a motion to approve. Kristin Green seconded the motion and it carried by a vote of 6-0.

**LEWISVILLE TOWN SQUARE
ZONE CHANGE**



SECTION 17-28. - "PU" PUBLIC USE DISTRICT REGULATIONS

- (a) *Use.* A building or area shall be used only for the following purposes:
- (1) Public schools.
 - (2) Parks and playgrounds.
 - (3) Community centers.
 - (4) Public golf courses.
 - (5) Civic centers and municipal offices.
 - (6) Fire stations.
 - (7) Libraries.
 - (8) Municipal service centers.
 - (9) Public utility facilities.
 - (10) Church worship facilities.
 - (11) Other buildings and uses owned or operated by public governmental agencies.
 - (12) Other publicly owned uses similar to the above, providing all meet the requirements of this and all other city ordinances.
 - (13) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (14) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (15) Gas and oil drilling accessory uses (SUP required).
 - (16) Cemetery, columbarium, mausoleum and accessory uses (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.
- (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 the required front yards in district "PU", 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.* No side yard is required, except that 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.
 - 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.
 - (2) *Reserved.*

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 and private clubs.
 - (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 850 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).
- (b) *Single-family detached and two-family requirements.*
- (1) *Maximum height.* No building shall exceed shall not 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 six and one-half (6.5) feet.
 - (5) *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet.
- (c) *Single-family attached and 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 single-family attached dwelling shall be one thousand two hundred (1,200) square feet. The minimum floor area of any multi-family dwelling shall be seven hundred fifty (750) 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 six and one-half (6.5) 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.
 - (6) *Density.* In no case shall the density of multi-family dwelling units per platted acre exceed forty (40) units per acre. Density shall be based on the size of the platted lot.
- (d) *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.
- (e) *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 into the street.

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 APPROXIMATELY 1.900 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF CHARLES AND CHURCH STREETS FROM PUBLIC USE (PU) DISTRICT ZONING TO OLD TOWN MIXED-USE TWO (OTMU2) DISTRICT 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 1.900 acre properties 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 TWO (OTMU2) DISTRICT 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 5TH DAY OF JANUARY, 2015.

APPROVED:

Dean Ueckert, MAYOR

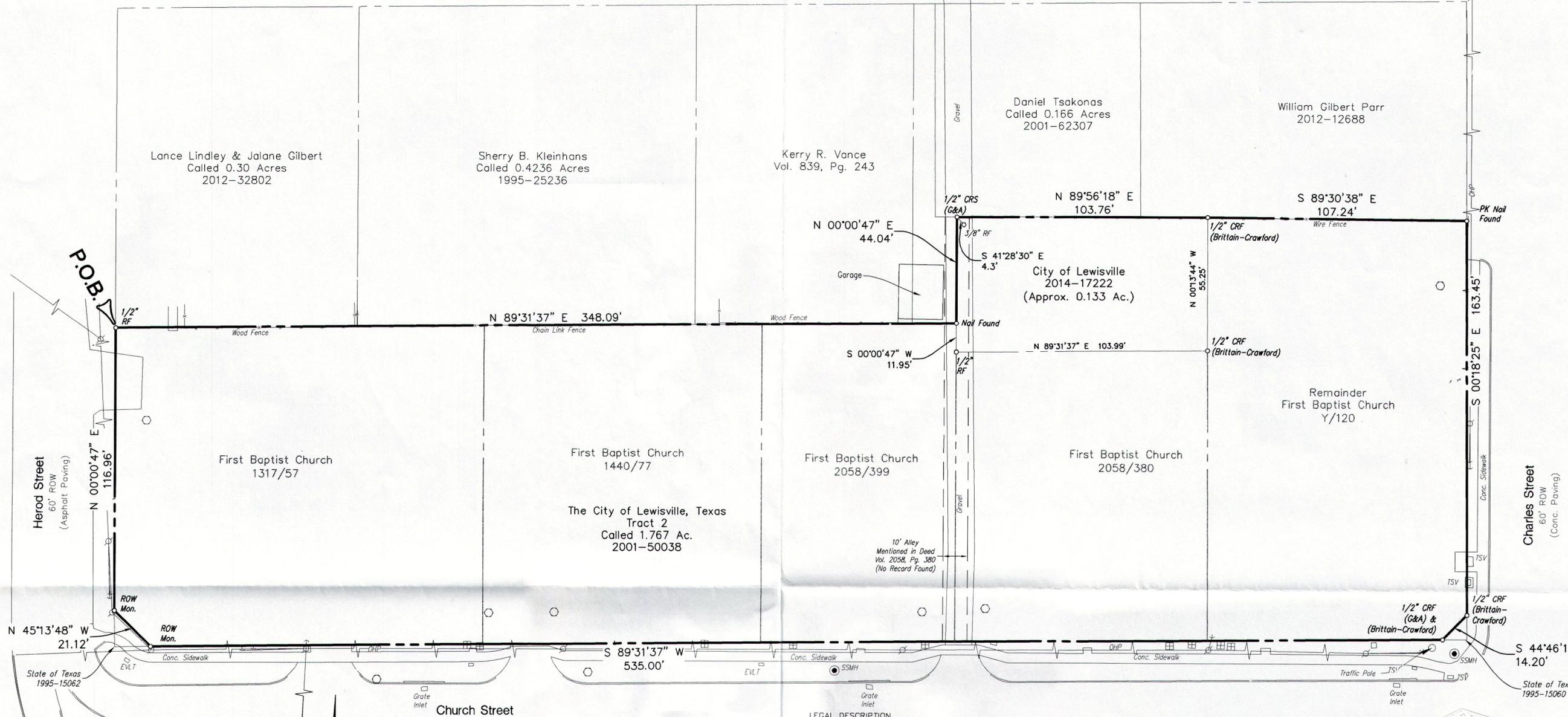
ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Walters Street



BEING all that certain lot, tract or parcel of land situated in the J. W. King Survey, Abstract Number 696, City of Lewisville, Denton County, Texas, and being all that certain called 1.767 acre tract of land described as Tract 2 in deed to the City of Lewisville, Texas, recorded in Document Number 2001-50038 of the Real Property Records of Denton County, Texas, and being all that certain tract of land described in deed to City of Lewisville, recorded in Document Number 2014-17222 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the east line of Herod Street (60' R.O.W.), at the westerly northwest corner of said 1.767 acre tract, and being the southwest corner of that certain called 0.30 acre tract of land described in deed to Lance Lindley & Jalane Gilbert, recorded in Document Number 2012-32802 of the Real Property Records of Denton County, Texas;

THENCE N 89°31'37" E, with the north line of said 1.767 acre tract, and the south line of said 0.30 acre tract, passing at 100 feet, the southeast corner thereof, and being the southwest corner of that certain called 0.4236 acre tract of land described in deed to Sherry B. Kleinhans, recorded in Document Number 1995-25236 of the Real Property Records of Denton County, Texas, continuing with the south line thereof, passing at 240 feet the southeast corner thereof, and being the southwest corner of that certain tract of land described in deed to Kerry R. Vance, recorded in Volume 839, Page 243 of the Deed Records of Denton County, Texas, continuing with the south line thereof, passing at 330 feet the southeast corner thereof, continuing a total distance of 348.09 feet to a Nail Found in the west line of said City of Lewisville Tract in Document Number 2014-17222;

THENCE N 00°00'47" E, 44.04 feet with the west line of said City of Lewisville Tract in Document Number 2014-17222, to a 1/2" capped rebar set (G&A Consultants) at the northwest corner thereof, and being on the south line of that certain called 0.166 acre tract of land described in deed to Daniel Tsakonas, recorded in Document Number 2001-62307 of the Real Property Records of Denton County, Texas, from which a 3/8" rebar found bears S 41°28'30" E, 4.3 feet;

THENCE N 89°56'18" E, 103.76 feet with the north line of said City of Lewisville Tract in Document Number 2014-17222, and the south line of said 0.166 acre tract, passing the southeast corner thereof, and being the southwest corner of that certain tract of land described in deed to William Gilbert Parr, recorded in Document Number 2012-12688 of the Real Property Records of Denton County, Texas, continuing with the south line thereof, to a 1/2" capped rebar found (Brittain-Crawford) at the northeast corner of said City of Lewisville Tract in Document Number 2014-17222, and being the most northerly northwest corner of said Tract 2;

THENCE S 89°30'38" E, 107.24 feet with the north line of said Tract 2, and the south line of said William Gilbert Parr tract, to a PK Nail found at the southeast corner thereof, and being northeast corner of said Tract 2, and being on the west line of Charles Street (60' R.O.W.);

THENCE S 00°18'25" E, 163.45 feet with the east line of said Tract 2, and the west line of said Charles Street, to a 1/2" capped rebar found (Brittain-Crawford) at the north end of a right-of-way dedication to the State of Texas, recorded in Document Number 1995-15060 of the Real Property Records of Denton County, Texas;

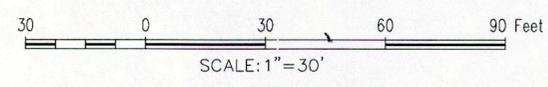
THENCE S 44°46'12" W, 14.20 feet with east line of said Tract 2, and the north line of said right-of-way dedication recorded in Document Number 1995-15060, to a 1/2" capped rebar found (G&A Consultants) and a 1/2" capped rebar found (Brittain-Crawford) at the most westerly corner of said right-of-way dedication recorded in Document Number 1995-15060 and being on the north line of Church Street (60' R.O.W.);

THENCE S 89°31'37" W, 535.00 feet with the south line of said Tract 2 and the north line of said Church Street, to a TxDOT Right-of-Way Monument Found at the east corner of a right-of-way dedication to the State of Texas, recorded in Document Number 1995-15062 of the Real Property Records of Denton County, Texas;

THENCE N 45°13'48" W, 21.12 feet with the west line of said Tract 2, and the north line of said right-of-way dedication recorded in Document Number 1995-15062, to a TxDOT Right-of-Way Monument found the most northerly corner thereof, and being on the east line of said Herod Street;

THENCE N 00°00'47" E, 116.96 feet with the west line of said Tract 2, and the east line of said Herod Street, to the POINT OF BEGINNING and containing approximately 1.900 acres of land.

- NOTES:
- 1.) Bearings based on East line of First Baptist Church of Lewisville Deed, recorded in Cabinet Y, Page 120.
 - 2.) This survey was prepared without the benefit of a Title Opinion.
 - 3.) Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. G&A Consultants, Inc., and the Surveyor shall not be liable for any unauthorized use hereof.
 - 4.) Surveyor has made no investigation or independent search for easements of record, restrictive covenants, ownership title evidence, or any other facts that and accurate abstract of title may disclose.
 - 5.) No flood zone area analysis has been performed by G&A Consultants, LLC, on the subject property.
 - 6.) All original copies of survey maps and descriptions by the surveyor and firm whose name appear hereon will contain an embossed surveyor's seal. Any map or description copy without that embossed seal is likely copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.



LEGEND	
BL	BUILDING LINE
CO	CLEAN OUT
CRF	CAPPED REBAR FOUND
FH	FIRE HYDRANT
OHP	OVERHEAD POWER
LP	LIGHT POLE
R.O.W.	RIGHT OF WAY
UE	UTILITY EASEMENT
EVLT	ELECTRIC VAULT
TSV	TRAFFIC SIGNAL VAULT
SSMH	POWER POLE
SSMH	SANITARY SEWER MANHOLE
W	WATER METER
WV	WATER VALVE
W	WIRE
RS	ROAD SIGN



SURVEY PLAT
1.900 Acres
 in the
J. W. KING SURVEY, ABSTRACT NO. 696
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS

G&A SITE PLANNING CIVIL ENGINEERING PLANNING
CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
 610 Byron Nelson Blvd, Ste 114 • Roanoke, TX 76262 • P: 882.831.9712 • F: 817.890.4043

TBPE Firm No. 1798
 TBPLS Firm No. 10047700

DRAWN BY: JS DATE: 3/26/2014 SCALE: 1"=30' JOB. No. **14042**

MEMORANDUM

TO: Donna Barron, City Manager
FROM: Nika Reinecke, Director of Economic Development and Planning
DATE: December 12, 2014
SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit Request for a Kennel with Outdoor Runs on 0.579 Acres Zoned General Business (GB), Located on Lot 1, Block Q of the Lewisville/Round Grove Commercial Center, as Requested by Laura Couch, President of The Velvet Snout (Case No. SUP-2014-12-07).**

BACKGROUND:

The Special Use Permit (SUP) process allows for consideration of certain uses that may potentially be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions. The subject request is for the development of a “Canine Adventure Center” to serve as an outdoor play and exercise area for dogs. The zoning ordinance requires that a SUP be obtained for kennels with outdoor runs. Properties surrounding the facility to the east and west along FM 3040 (West Round Grove Road) are designated for commercial use, while the land directly south of the subject site is zoned Multi-family Two (MF2) and contains Phase 1 and 2 of the Crest Manor apartments.

The applicant initially submitted an SUP application on September 12, 2014. Staff provided comments on October 3, 2014 and did not receive any feedback from the landscape architect for over a month. On November 5, 2014, the owner contacted staff regarding status of the project and the outstanding comments were subsequently resolved. The Planning and Zoning Commission recommended approval of the SUP by a vote of 6-0 at their meeting on December 2, 2014.

ANALYSIS:

The Velvet Snout is an existing facility offering suite boarding and daycare for dogs as well as boarding for cats. Grooming services and obedience training are also provided. The proposed Canine Adventure Center yard will be located in a secure area directly behind the building. The fenced yard currently contains turf, some mature trees, and a shade structure. It is presently separated into two sections for small and large dogs with individual access points and used as a relief area as well as for supervised outdoor play.

The owner is proposing to significantly enhance the yard with a splash pond, landscaping, and play equipment from Dog-On-It Dog Parks such as a single wall jump, red fire hydrant, dog walk ramp, boulder pile, adjustable tire jump, agility walk, and a bow wow barrel. Red Oak and Live Oaks trees will be planted in addition to dog-safe plants including Texas Sage, Cast Iron Plants, Japanese Aralia, and Sweet Olive Plants.

The Canine Adventure area will continue to be divided into two sections for large and small dogs, allowing two groups to receive fresh air and exercise at one time. Double-gated entrance to each section of the yard will allow dogs and staff to safely access the area. Decomposed granite is proposed for walkways and a synthetic turf product called Forever Lawn (K-9 grass) will be used for play areas. This artificial grass is manufactured specifically for dogs and offers many features that make it desirable including being durable, cleanable, drainable, and eliminating the potential for dogs to get muddy.

The existing six foot white vinyl fence will provide screening along the east and west sides of the Canine Adventure Center, as well as separate the two play areas. A six foot high masonry wall currently runs along the rear of the property. Some chain link fencing located inside the white vinyl screening fence and masonry wall is proposed to remain in place as an additional barrier for the dogs.

The proximity of the adjacent Crest Manor apartments to the proposed outdoor play area does present the potential for incompatibilities between the two uses. However, the outdoor area will only be utilized during the daytime and no animals will be housed outside overnight. Solid waste will be removed immediately by the attendant, who will also rinse the area with a hose if necessary. Each evening the yard will be sprayed with a disinfecting solution.

The applicant has already significantly improved the appearance of the building by adding a new entry feature and facing it with a light-colored stone. The proposed enhancements to the outdoor play area will further improve the facility. As The Velvet Snout is an existing business currently in operation, no additional provisions are being requested by staff.

RECOMMENDATION:

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

**MINUTES
PLANNING AND ZONING COMMISSION
DECEMBER 2, 2014**

Item 3:

- C. Consideration of a Special Use Permit Request for a Kennel with Outdoor Runs on 0.579 Acres zoned General Business (GB), Located on Lot 1, Block Q of the Lewisville/Round Grove Commercial Center, as Requested by Laura Couch, President of The Velvet Snout. (Case No. SUP-2014-12-07)

Staff made a brief presentation, describing the owner's plans to create an outdoor Canine Adventure Center within the facility's existing fenced yard. Operational information including hours of use, maintenance, and security were also addressed. Sean Kirk confirmed that the facility was already being used, and staff responded in the affirmative. Kristin Green inquired about the vinyl fencing, and staff responded that it was new and intended to remain in place. James Davis asked if the facility offered bordering, and Ms. Boomsma responded that they did. The public hearing was then opened. There being no one present to speak, the public hearing was then closed. *Kristin Green made a motion to approve, seconded by Brandon Jones. The motion carried unanimously by a vote of 6-0.*

Velvet Snout SUP



1 inch = 150 feet

LC

LC

VISTA

ROUND GROVE

**SUBJECT
PROPERTY**

ROUND GROVE

GB

GB

GB

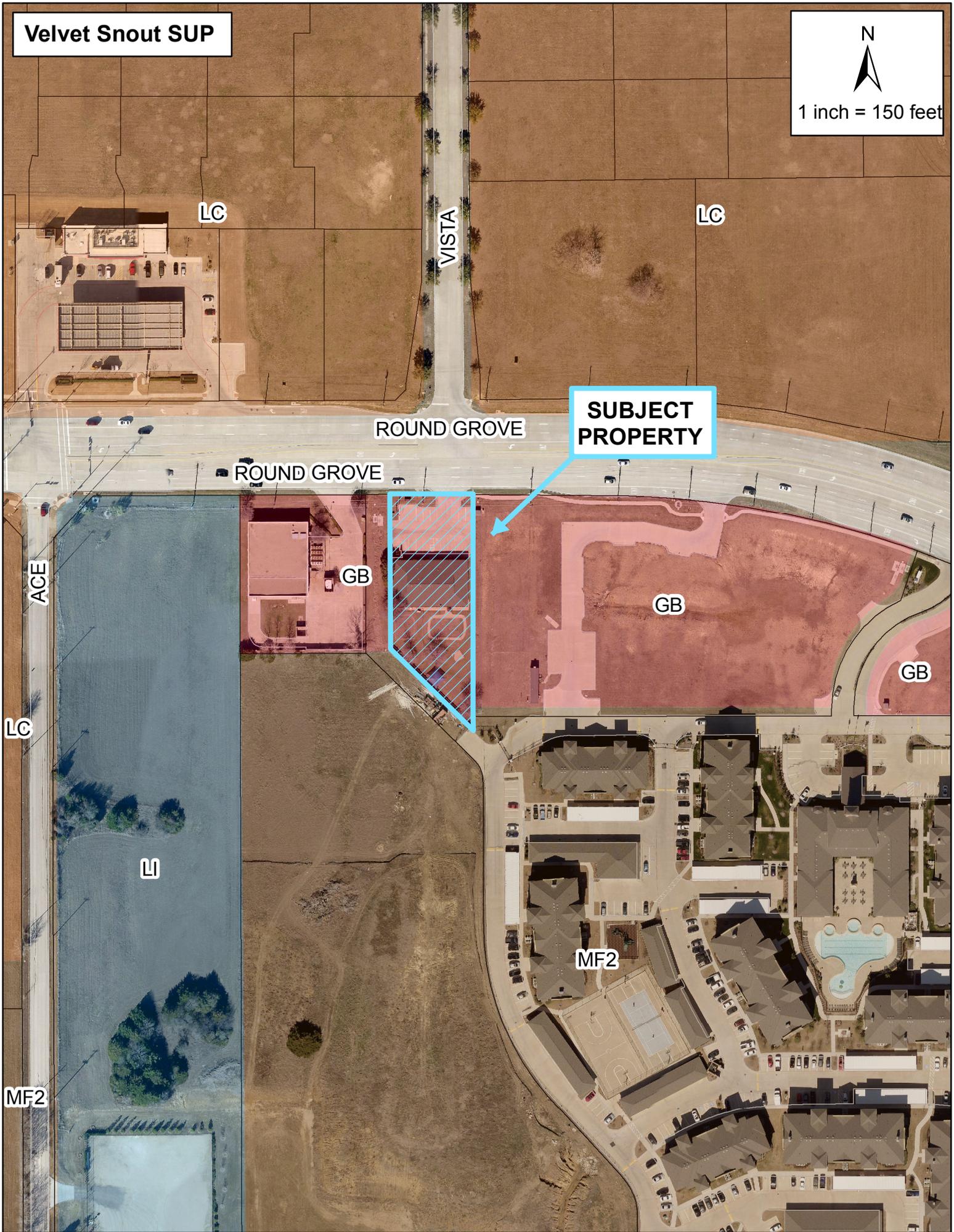
ACE

LC

LI

MF2

MF2



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 or mobile home display, sales (outdoor) and repair (SUP required)
 - (3) Bakeries.
 - (4) Building material sales with outside storage, 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).
- (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 17-29.5 - "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 narrative explaining how the property and use(s) will function;
- c. Colored elevations of the building and other structures including dimensions and building materials;
- d. A Landscaping Plan, meeting the requirements of Section 6-124 of the Lewisville Code of Ordinances;
- e. A Tree Survey and Mitigation Plan if required by Section 6-125 of the Lewisville Code of Ordinances;
- f. Detailed elevations and descriptions of proposed signage;
- g. An exhibit illustrating any requested variances; and
- h. 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;
- (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.)

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 A KENNEL WITH OUTSIDE RUNS LOCATED ON LOT 1, BLOCK Q OF THE LEWISVILLE/ROUND GROVE COMMERCIAL CENTER ADDITION, CONTAINING APPROXIMATELY 0.579 ACRES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING A REPEALER; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the Planning and Zoning Commission of the City of Lewisville, Texas has recommended that the Special Use Permit, as requested on the property described as Lot 1, Block Q of the Lewisville/Round Grove Commercial Center Addition (the “Property”), be approved;

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) compliments 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 be 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 a Kennel with Outdoor Runs on the Property, which is zoned General Business (GB).

SECTION 3. CONDITIONS OF SPECIAL USE PERMIT. The Property shall be developed and maintained in compliance with the development plan, landscape and fence plan, and exterior elevations, attached hereto as Exhibit A. The Property shall be developed and operated in accordance with all federal, state, and local laws and regulations.

Additional Conditions:

1. Outdoor runs shall only be utilized between the hours of 7:00 am to 7:00 pm.
2. All solid waste must be removed from the outdoor areas on daily basis.

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 5TH DAY OF JANUARY, 2015.

APPROVED:

Dean Ueckert, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

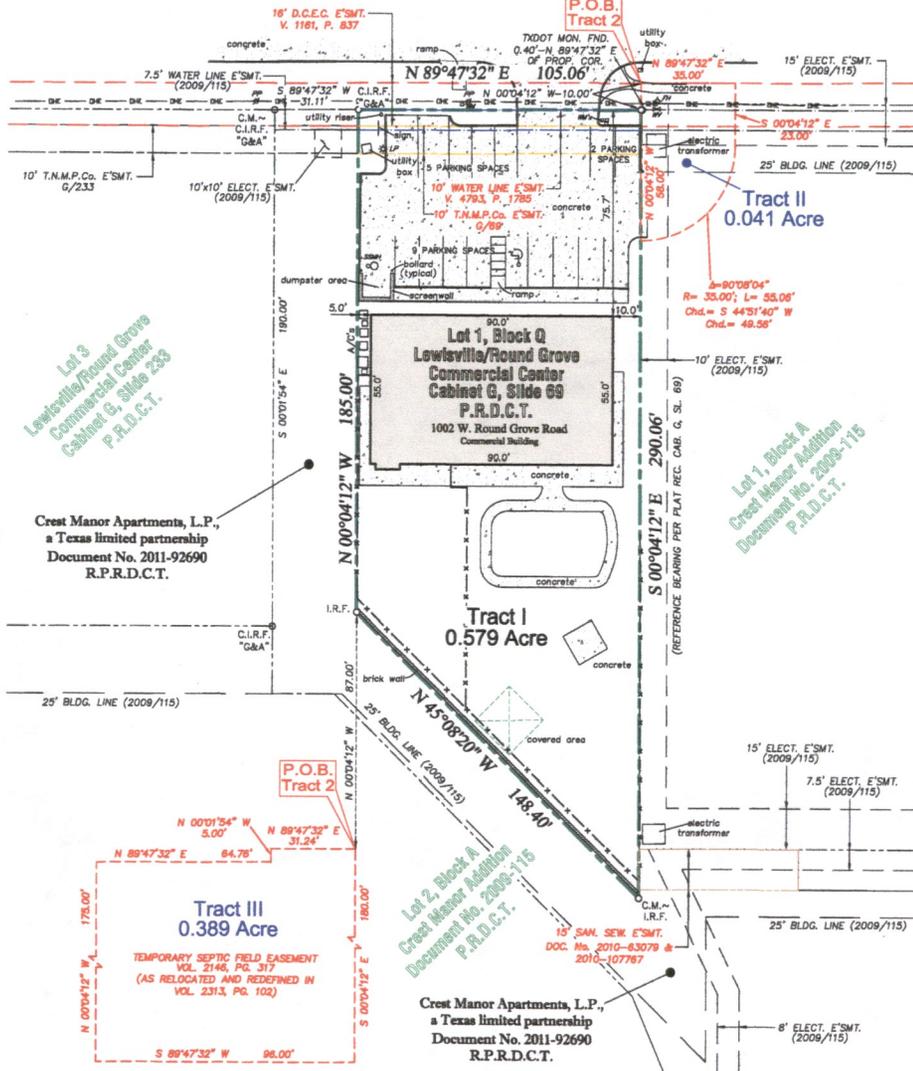
APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Development Plan
Landscape and Fence Plan
Exterior Elevations

F.M. ROAD No. 3040

(ALSO KNOWN AS "W. ROUND GROVE ROAD"; VARIABLE WIDTH RIGHT-OF-WAY)



Tract I (Fee Simple):

Lot 1, in Block Q, Phase 1, of Lewisville/Round Grove Commercial Center, an addition to the City of Lewisville, Denton County, Texas, according to the Map or Plat thereof recorded in/under Cabinet G, Slide 69, Plat Records, Denton County, Texas.

Tract II (Easement Estate):

BEING an access easement across a part of Lot 1, Block A of Crest Manor Addition, an addition to the City of Lewisville, Denton County, Texas, according to the Map or Plat thereof recorded in Document No. 2009-115, Plat Records, Denton County, Texas (P.R.D.C.T.), and being a portion of F.M. Road No. 3040 (also known as "W. Round Grove Road"), and being that same variable width Access Easement as described and recorded in Volume 2146, Page 325, of the Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING for the northwest corner of the herein described tract within said W. Round Grove Road, same being North 00 degrees 04 minutes 12 seconds West a distance of 10.00 feet from the common north corners of Lot 1, in Block Q, Phase 1, of Lewisville/Round Grove Commercial Center, an addition to the City of Lewisville, Denton County, Texas, according to the Map or Plat thereof recorded in/under Cabinet G, Slide 69, and said Lot 1 of Crest Manor Addition;

THENCE North 89 degrees 47 minutes 32 seconds East, with said W. Round Grove Road, a distance of 35.00;

THENCE South 00 degrees 04 minutes 12 seconds East, passing en route the north line of Lot 1 of Crest Manor Addition, continuing on said course for a total distance of 23.00 feet to the beginning of a non-tangent curve to the right with a radius of 35.00 feet and whose chord bears South 44 degrees 51 minutes 40 seconds West, a distance of 49.56 feet;

THENCE with said curve to the right, through a central angle of 90 degrees 08 minutes 04 seconds, an arc length of 55.06 feet to a point in the east line of said Lot 1 of Lewisville/Round Grove Commercial Center;

THENCE North 00 degrees 04 minutes 12 seconds West, with the common line of said Lewisville/Round Grove Commercial Center and Crest Manor Addition, passing en route the south line of said W. Round Grove Road, continuing on said course for a total distance of 58.00 feet to the POINT OF BEGINNING and containing a total of 0.041 acres of land, more or less.

Tract III (Easement Estate):

BEING that same called "Temporary Septic Field Easement and Easement Release", as recorded and described in Volume 2313, Page 102, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being a portion of Lot 2, Block A of Crest Manor Addition, an addition to the City of Lewisville, Denton County, Texas, according to the Map or Plat thereof recorded in Document No. 2009-115, Plat Records, Denton County, Texas (P.R.D.C.T.), and being a redefinition and release of that certain called "Temporary Septic Field Easement" as described and recorded in Volume 2146, Page 317, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING for the northeast corner of the herein described tract, same being within said Lot 2, same from which the southwest corner of Lot 1, in Block Q, Phase 1, of Lewisville/Round Grove Commercial Center, an addition to the City of Lewisville, Denton County, Texas, according to the Map or Plat thereof recorded in/under Cabinet G, Slide 69, P.R.D.C.T., bears North 00 degrees 04 minutes 12 seconds West, a distance of 87.00 feet;

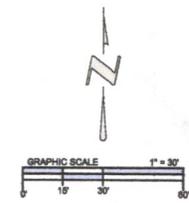
THENCE traversing over and across said Lot 2 the following six (6) courses and distances:

- 1) South 00 degrees 04 minutes 12 seconds East, a distance of 180.00 feet;
- 2) South 89 degrees 47 minutes 32 seconds West, a distance of 96.00 feet;
- 3) North 00 degrees 04 minutes 12 seconds West, a distance of 175.00 feet;
- 4) North 89 degrees 47 minutes 32 seconds East, a distance of 64.76 feet;
- 5) North 00 degrees 01 minutes 54 seconds West, a distance of 5.00 feet;
- 6) North 89 degrees 47 minutes 32 seconds East, a distance of 31.24 feet to the POINT OF BEGINNING and containing a total of 0.389 acres of land, more or less.

LEGEND

— X —	FENCE (ALL OTHERS BY FIELD NOTES)	□	IRON PIPE
— DNE —	OVERHEAD POWER	□ HWY	BRICK WALK
PP-PS	POWER POLE	□ HWY	BRICK WALK
LP-SL	LIGHT POLE	□ HWY	BRICK WALK
— W —	GRV WHEELS	□	TRAP/POURING DIV
— L.R.F. —	IRON ROD FOUND	□	TELEPHONE MAN HOLE
— U.R.S. —	IRON ROD SET	□	TELEPHONE MAN HOLE
— T.DOT MON. —	TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT	□	CONCRETE
— F.C.P. —	FENCE CORNER POST	□	CONCRETE
— L.P.F. —	IRON PIPE FOUND	□	CONCRETE
— S.W. —	SMALLER BENCH	□	CONCRETE
— S.W. —	SANITARY SEWER MAN HOLE	□	CONCRETE

NOTE: ALL IRON RODS FOUND ARE 1/2" UNLESS OTHERWISE NOTED. ALL IRON ROD SET ARE 1/2" WITH YELLOW GAV STAMPED "ARTIFAR SURVEYING COMPANY".



BOUNDARY SURVEY

**Lot 1, Blck Q of
Phase 1 of
Lewisville/Round Grove Commercial Center
City of Lewisville, Denton County, Texas**

DRAWN BY: SWIM DATE: 07-26-13 SCALE: 1" = 30' CHECKED BY: JMR ASC NO.: 1307352



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

Date: _____

stewart title
3300 Loop South Road
Pewee Bend, Texas 75072
Ph: (972) 589-2272
Fax: (972) 589-0222

SURVEYOR'S CERTIFICATION: The undersigned does hereby certify to Stewart Title Company (G.F.# 01128-1045), 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 0545 G, present effective date of map, April 18, 2011, herein property situated within Zone "X".

Arthur Surveying Co., Inc.
Professional Land Surveyors

LEWISVILLE
230 Elm St., # 200
Lewisville, TX 75087
Ph: 940.638.5188
www.arthursurveying.com

DENTON
1178 Becht Oaks
Denton, TX 76201
Ph: 940.638.5188
www.arthursurveying.com

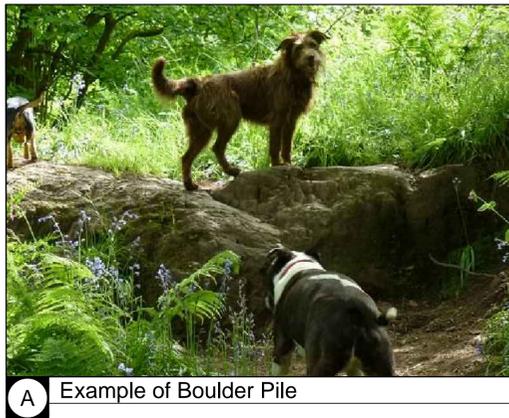


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LANDSCAPE DESIGN TERMS AND USE RESTRICTIONS:

I agree that all design plans, illustrations, and material(s), whether originals, copies modifications, or otherwise, provided by COMPLETE LANDSCULPTURE OF TEXAS, L.P. shall not be, at any time of for any purpose, copied, reproduced, distributed, republished, downloaded, displayed, posted, transmitted, photocopied, recorded, or modified by any means by me, my representative, or any person or entity without the prior written permission or consent of an authorized representative of COMPLETE LANDSCULPTURE OF TEXAS, L.P.

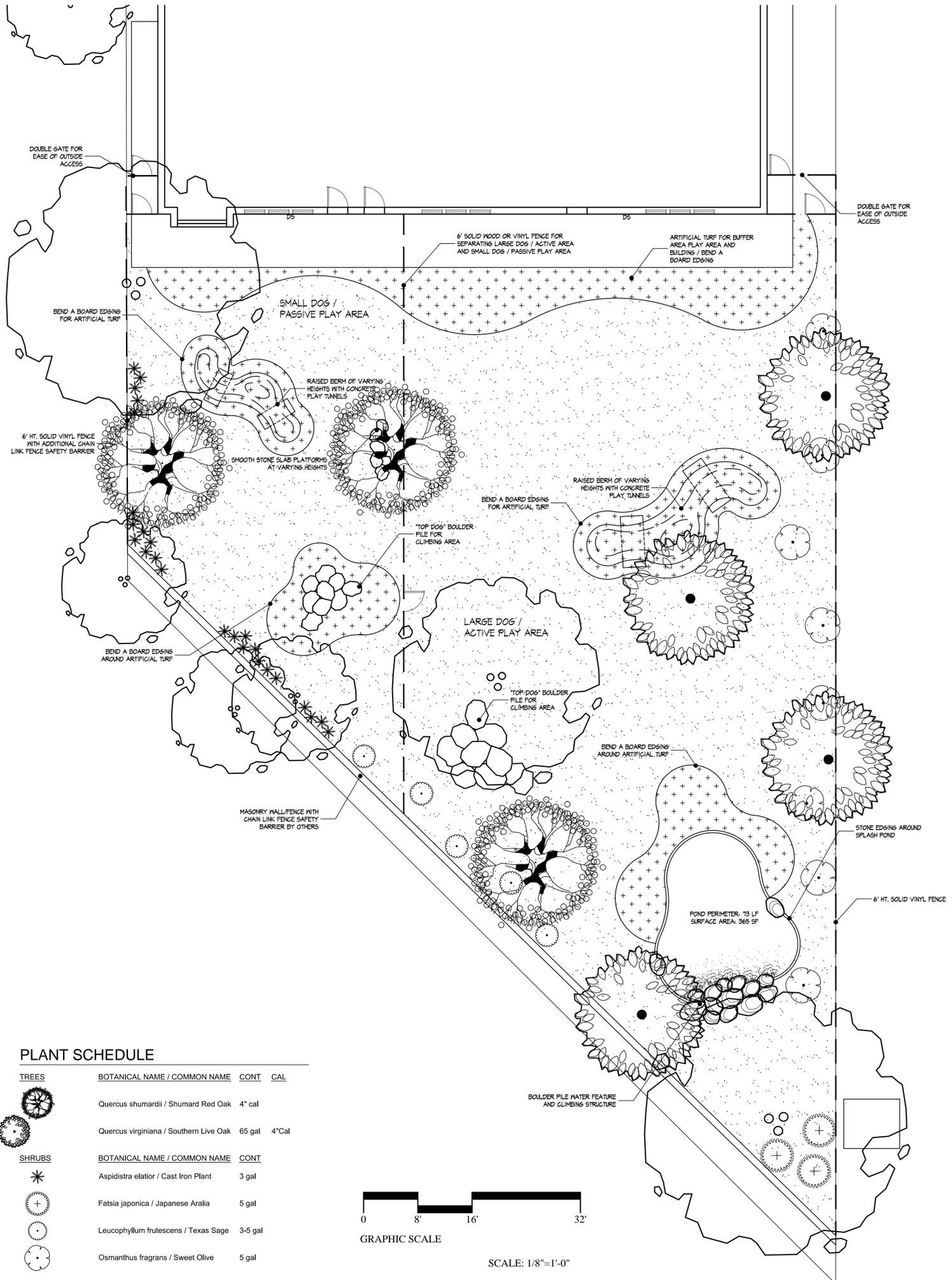
SIGNATURE OF ACKNOWLEDGMENT BY CLIENT : _____ DATE: _____



A Example of Boulder Pile

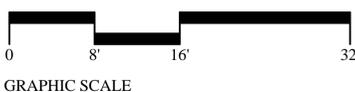


B Concrete Play Tunnel with Berm



PLANT SCHEDULE

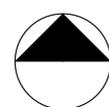
TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL
	Quercus shumardii / Shumard Red Oak	4"	cal
	Quercus virginiana / Southern Live Oak	65 gal	4" Cal
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT	
	Aspidistra elatior / Cast Iron Plant	3 gal	
	Fatsia japonica / Japanese Aralia	5 gal	
	Leucophyllum frutescens / Texas Sage	3-5 gal	
	Osmanthus fragrans / Sweet Olive	5 gal	



SCALE: 1/8"=1'-0"

SHEET OF L1.0 X	DRAWN BY:	CONSULTANT:	
	1	07/02/14	REVISED PER OWNER COMMENTS
	2	07/02/14	LARGER POND
	3	07/16/14	PER OWNER COMMENTS
	4	08/06/14	PER OWNER COMMENTS
	5	10/21/14	PER CITY COMMENTS
	6	11/14/14	FENCING TYPE ADDED
DATE:			

VELVET SNOOT
LEWISVILLE, TXn



COMPLETE LANDSCULPTURE

CREATING A COMPLETE OUTDOOR EXPERIENCE

2000 SANDY LANE
DALLAS, TEXAS 75220
TEL: 214.357.5721
WWW.COMPLETELANDSCULPTURE.COM





Previous Building Façade



New Building Façade

PZ Meeting:

CC Meeting:

Case #



LEWISVILLE

DO NOT WRITE ABOVE THIS LINE

**ECONOMIC DEVELOPMENT & PLANNING DIVISION
APPLICATION FOR A SPECIAL USE PERMIT**

OWNER/APPLICANT/AGENT INFORMATION SECTION (OWNER(S) MUST SIGN OR SUBMIT LETTER(S) OF AUTHORIZATION)

NAME OF PROPERTY OWNER: LAURA COUCH / TRACEY HENDERSON

MAILING ADDRESS: 7360 PANDAO DR DALLAS TX 75240

PHONE NUMBER: 214 674-9669 FAX NO.: 1-866-294-8359 E-MAIL: laura-1-couch@yahoo.com

OWNER SIGNATURE: Laura Couch DATE: 9/8/14

PRINTED NAME & TITLE (IF ANY): LAURA COUCH, PRESIDENT

NAME OF APPLICANT (FILL IN ONLY IF OTHER THAN OWNER): SAME AS ABOVE

MAILING ADDRESS: _____

PHONE NUMBER: _____ FAX NO.: _____ E-MAIL: _____

APPLICANT SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE (IF ANY): _____

NAME OF REPRESENTING AGENT (IF ANY): _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ FAX NO.: _____ E-MAIL: _____

AGENT SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE (IF ANY): _____

(Required to be completely filled out before submitting application)

PRESENT ZONING: Gen. Business TOTAL LAND AREA (ACRES) 0.579 acre

PROPERTY IDENTIFICATION (LOTS, BLOCKS, TRACTS, ABSTRACTS) LOT 1 BLOCK Q

LEWISVILLE / ROUND GROVE COMMERCIAL CNTR.

ADDRESS AND LOCATION OF THE PARCEL(S): 1002 W. ROUND GROVE RD.

APPLICATION & SIGN FEES (Please fill in appropriate blanks and enter total amount due)

<input type="checkbox"/> Less than 1/2 acre	\$ 150.00	<input type="checkbox"/> 25 acres up to 49.99 acres	\$ 750.00
<input checked="" type="checkbox"/> 1/2 acre up to 4.99 acres	\$ 250.00	<input type="checkbox"/> 50 acres up to 99.99 acres	\$1,000.00
<input type="checkbox"/> 5 acres up to 24.99 acres	\$ 400.00	<input type="checkbox"/> 100 acres and more	\$1,500.00

<u>1</u> # of SUP Signs at \$35 per sign (1 sign required for each 5 acres (maximum of 5 signs per site))	\$ <u>35.00</u>
--	-----------------

TOTAL AMOUNT DUE \$ 285.00



LEWISVILLE

PROPOSED SUP USE (Required to be filled out before submitting application)

Fully describe the proposed use(s) and plans for the property:

SEE ATTACHED

NOTE:

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

Proposed SUP use for 1002 W. Round Grove Rd

The proposed use for the fenced area behind 1002 W. Round Grove Rd is for a Canine Adventure Center. The Velvet Snout Canine Adventure Center is our 3rd location and will offer all suite dog boarding, cat boarding, open play dog daycare with webcam viewing, full service grooming and obedience training.

We propose to use the "yard" for outdoor supervised play divided into two sections to allow two groups of dogs out simultaneously. For example a group of medium dogs in one yard and a group of small dogs in another, or a variation of the two groups to allow rotation of the dogs from inside to go outside for supervised fresh air exercise.

A proposed splash pond would be installed, along with new landscaping such as Red Oaks, Live Oaks, and dog safe plants such as Texas Sage, Cast Iron Plant, Japanese Aralia, and Sweet Olive Plants. Play equipment from Dog-On-It Dog Parks with amenities such as a single wall jump, red fire hydrant, dog walk ramp, adjustable tire jump, agility walk, and a bow wow barrel are possibilities (see example photos attached)

We will have double gated entrance points to allow access from a secure area. This is helpful when moving more than 1-2 dogs at a time from one area to another and builds in a safety feature for the dogs and staff. Wide walkways constructed of decomposed granite are proposed. Decomposed granite is small granite stone crushed to a stage where it is comfortable on feet and dog paws. It compacts neatly and does not turn into mud. It provides excellent drainage because it is not a solid surface, but compacted. Information on decomposed granite is attached in this packet.

We propose state of the art Forever Lawn (K-9 grass) which is a synthetic grass that has excellent drainage, does not harbor pests, and does not create muddy paws or dogs. K-9 grass is a premier product. It is the artificial grass designed specifically for dogs. Unique features such as a knitted flow-through backing, durable blades, antimicrobial protection, and a no-infill design, make K9Grass the ideal surfacing option for kennels, dog boarding and pet facilities, dog parks, and vet clinics, both indoors and out. Safe, drainable, cleanable, durable. See information attached.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: December 10, 2014

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit for a Private Utility Sub-Station on 6.379 Acres Zoned General Business (GB), Located on Lot 1, Block A of the Texas New Mexico Power Company Addition, as Requested by G&A Consultants, LLC on Behalf of the Property Owner (Case No. SUP-2014-12-08).**

BACKGROUND

The Special Use Permit (SUP) process allows for consideration of certain uses that may potentially be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions. The subject request is for the addition of a new building and associated parking to the existing Texas New Mexico Power (TNMP) electrical sub-station located at 577 Garden Ridge Road. The zoning ordinance requires that an SUP be obtained for private utility sub-stations.

The TNMP electrical substation is an existing facility that provides backup for the primary operations center in Alvin, Texas. The property currently contains a 4,000 square foot building that was constructed in 1986, followed by a 4,572 square foot addition in 2000. Several smaller accessory structures including a shop and truck storage building are placed around the perimeter of the site. The electric substation is located in the center of the site directly behind the main buildings. Due to increased federal regulations for cyber security, an additional building offering more space, greater cooling capacity for the computing systems, and secure access is needed.

Properties surrounding the facility are residential in nature with the exception of an undeveloped parcel zoned for public use adjacent to the eastern boundary of the site. The Planning and Zoning Commission recommended approval of the SUP by a vote of 6-0 at their meeting on December 2, 2014.

ANALYSIS

TNMP is requesting an SUP in order to construct a new building intended to provide control room space for both transmission and distribution operations as well as adequate space and cooling capacity for computing system needs through the next decade. The new facility will be more wind-resistant in order to withstand tornado damage and maintain backup functionality if such weather events occur. Typical occupancy of the building will range from zero to two people during normal business hours. During a hurricane evacuation, that number can increase to 14 people.

Subject: TNMP SUP

December 10, 2014

Page 2 of 2

The proposed 3,241 square foot building is located in the northeast corner of the site. The building will be constructed of light-colored CMU blocks with three horizontal bands in a darker shade. An angled, standing seam metal roof give the building a modern appearance and glass block windows increase safety in the event of a storm. Cast concrete lintels are provided above windows on the south elevation. The building is 22 feet, three inches in height and will be obscured from Garden Ridge Boulevard by a 175 linear foot extension of the existing eight foot masonry screening wall. The existing portion of the wall will be repaired as needed as part of the SUP request. A parking area with fourteen total spaces will serve the new building, with vehicular access provided from the loop driveway currently in place.

Landscaping along the property's front façade will be significantly enhanced with the addition of numerous Desert Willows adjacent to Garden Ridge Boulevard. A cluster of Mexican Plum trees is proposed within the open lawn area just north of the primary entrance. Landscape beds with grasses and sage are also provide along either side of the driveway. These landscaping enhancements, in addition to the extended screening wall, will dramatically approve the appearance of the property.

At the Planning and Zoning Commission meeting, the owner of an adjacent residence consulted with staff regarding the proposed new building. He requested that mitigation measures to reduce dust be implemented when necessary. TNMP has agreed to spray the site with water as needed, and this measure has been included as a condition of the SUP approval.

RECOMMENDATION

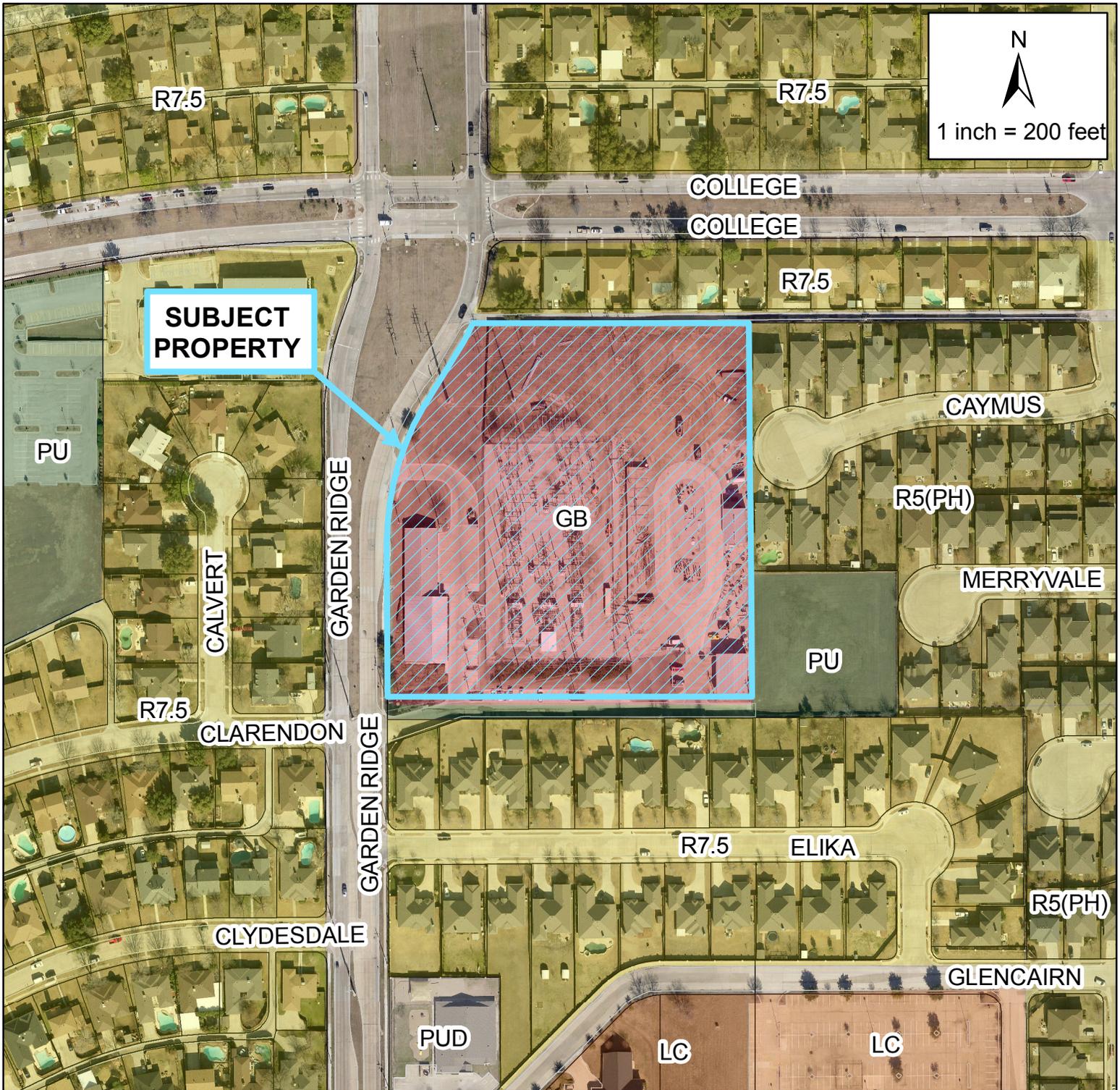
It is City staff's recommendation that the City Council approve the ordinance as set forth in the caption above.

**MINUTES
PLANNING AND ZONING COMMISSION
DECEMBER 2, 2014**

Item 3:

- D. Consideration of a Special Use Permit Request for a Private Utility Sub-station on 6.379 Acres zoned General Business (GB), Located on Lot 1, Block A of the Texas New Mexico Power Company Addition, as Requested by G&A Consultants, LLC on Behalf of the Property Owner. (Case No. SUP-2014-12-08)

Ms. Boomsma provided a description of the proposed new building on the existing Texas New Mexico Power electrical sub-station. She also informed the committee that TNMP will be upgrading and expanding their existing screening wall as well as providing additional landscaping in conjunction with the SUP request. James Davis asked about the purpose of the building, which staff replied was to provide increased space for computing equipment and cooling systems. The public hearing was then opened. There being no one present to speak, the public hearing was then closed. *Alvin Turner made a motion to approve, seconded by Steve Byars. The motion carried by a vote of 6-0.*



ZONING CASE NO. SUP-2014-12-08

<u>NAME:</u>	TEXAS NEW MEXICO POWER COMPANY
<u>PROPERTY LOCATION:</u>	577 N. GARDEN RIDGE BLVD; FURTHER IDENTIFIED AS TEXAS NEW MEXICO POWER COMPANY ADDITION, LOT 1, BLOCK A (6.379 ACRES)
<u>CURRENT ZONING:</u>	GENERAL BUSINESS (GB)
<u>PROPOSED ZONING:</u>	GENERAL BUSINESS (GB) - WITH SPECIAL USE PERMIT (SUP)











LINE NO PARKING







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 or mobile home display, sales (outdoor) and repair (SUP required)
 - (3) Bakeries.
 - (4) Building material sales with outside storage, 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).
- (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 17-29.5 - "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 narrative explaining how the property and use(s) will function;
- c. Colored elevations of the building and other structures including dimensions and building materials;
- d. A Landscaping Plan, meeting the requirements of Section 6-124 of the Lewisville Code of Ordinances;
- e. A Tree Survey and Mitigation Plan if required by Section 6-125 of the Lewisville Code of Ordinances;
- f. Detailed elevations and descriptions of proposed signage;
- g. An exhibit illustrating any requested variances; and
- h. 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;
- (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.)

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 A PRIVATE UTILITY SUB-STATION LOCATED ON LOT 1, BLOCK A OF THE TEXAS NEW MEXICO POWER COMPANY ADDITION, CONTAINING APPROXIMATELY 6.379 ACRES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING A REPEALER; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the Planning and Zoning Commission of the City of Lewisville, Texas has recommended that the Special Use Permit, as requested on the property described as Lot 1, Block A of the Texas New Mexico Power Company Addition (the “Property”), be approved;

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) compliments 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 be 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 a Private Utility Substation on the Property, which is zoned General Business (GB).

SECTION 3. CONDITIONS OF SPECIAL USE PERMIT. The Property shall be developed and maintained in compliance with the development plan, landscape plan, fencing plan, and exterior elevations, attached hereto as Exhibit A. The Property shall be developed and operated in accordance with all federal, state, and local laws and regulations.

Additional Conditions:

1. The property owner shall be responsible for spraying unpaved portions of the site with water, on as-needed basis, in order to control dust and reduce impacts to adjacent residences.

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 5TH DAY OF JANUARY, 2015.

APPROVED:

Dean Ueckert, MAYOR

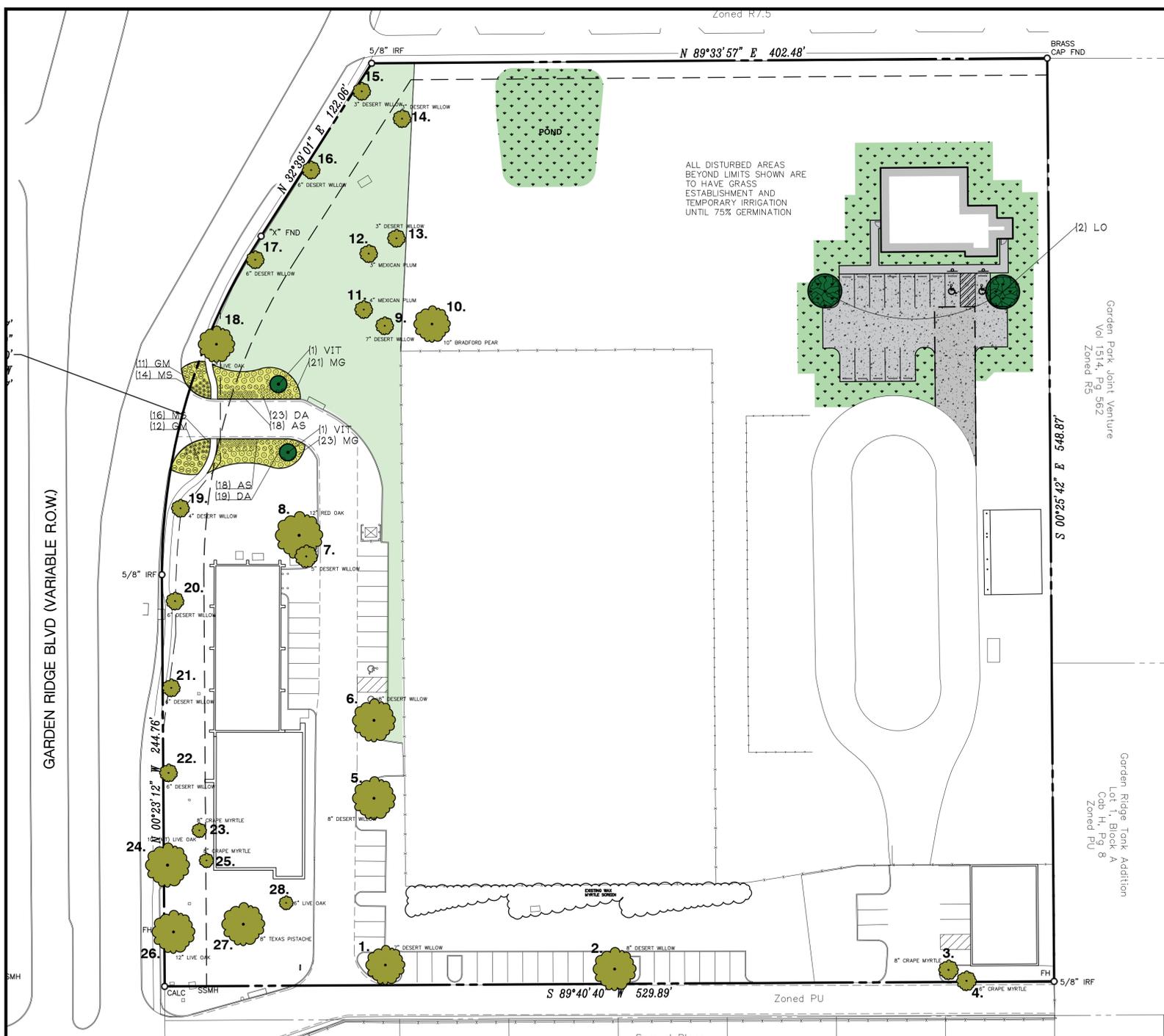
ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Development Plan
Landscape Plan
Fencing Plan
Exterior Elevations

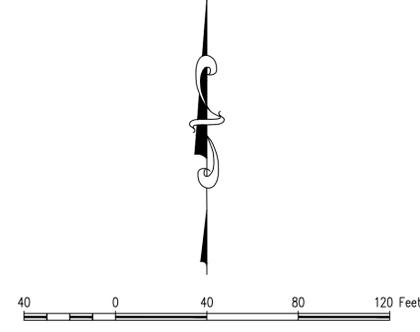
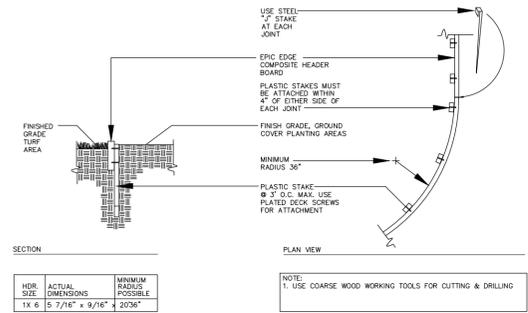


LEGEND

- (LO) LIVE OAK
- (VI) VITEX
- (MG) ADAGIO MAIDEN GRASS
- (GM) GULF MUHLY GRASS
- (DA) DWARF GLOSSY ABELIA
- (MS) EAST FRIESLAND MEADOW SAGE
- (AS) AUTUMN SAGE
- BERMUDA SOD

City of Lewisville
LANDSCAPE REQUIREMENTS COMPLIANCE
 Interior parking areas shall be landscaped in addition to the required landscaped strip. Trees must be provided in each parking lot at a minimum average density of one shade tree (3" caliper minimum) for each 15 parking spaces
 PARKING LOT TREES: Required 14 new parking spaces (divided by) 15=1 tree
 Provided 2 new trees

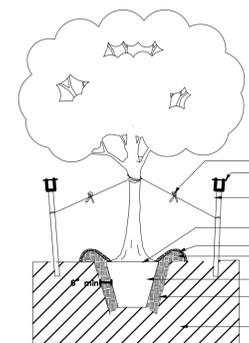
- LANDSCAPE NOTES:**
- Contractor shall stake out tree locations and bed configuration for approval by owner prior to installation.
 - Contractor is responsible for verifying location of all underground utilities prior to construction.
 - It is the responsibility of the contractor to advise the owners representative of any condition found on site which prohibits installation as shown on these plans
 - All shrub and groundcover beds shall have a minimum of 3" of hardwood bark mulch
 - Landscape edging shall be located as noted on plan.
 - Trees overhanging walks and parking areas shall have a clear trunk height of seven feet.
 - Multi trunk and ornamental trees will be allowed in the city's right of way with staff approval only. Must be outside any visibility triangles.
 - A visibility triangle must be provided at all intersections as required by the thoroughfare standards code. Trees will have a minimum clear trunk branching height of nine feet.
 - All plant material shall be maintained in a healthy and growing condition, and must be replaced with plant material of similar variety and size if damaged, destroyed, or removed.
 - Landscape areas shall be kept free of trash, litter and weeds.
 - An automatic irrigation system shall be provided to maintain all landscape areas. Over spray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system. Impact fees must be paid to the development services department for separate irrigation meters prior to any permit release.
 - Irrigation Controller to have a Rain and Freeze Stat.
 - All landscape is to be greater than 8 feet from all underground utilities.
 - All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the city. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.



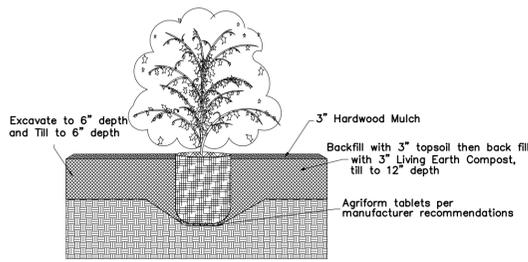
LANDSCAPE PLAN

TEXAS-NEW MEXICO POWER COMPANY,
 GARDEN RIDGE SUBSTATION SITE
 Lot 1, Block A
 TEXAS-NEW MEXICO POWER COMPANY
 ADDITION
 6.379 Acres
 Zoned GB
 in the
 J. WATKINS SURVEY, ABSTRACT No. 1326
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

eg ENVIRONS GROUP
 LANDSCAPE ARCHITECTURE
 a division of G & A Consultants, LLC.
 111 Hillside Drive • Lewisville, TX 75057 • P: 972.317.0276 • F: 972.436.9715
 OWNER/DEVELOPER
 TEXAS-NEW MEXICO POWER COMPANY
 1479 FM 407
 LEWISVILLE, TEXAS 75077
 Ph. (972) 917-5542
 Fax ----
 Contact: FRANK HENNIE



1. TREE STAKING
 NOT TO SCALE



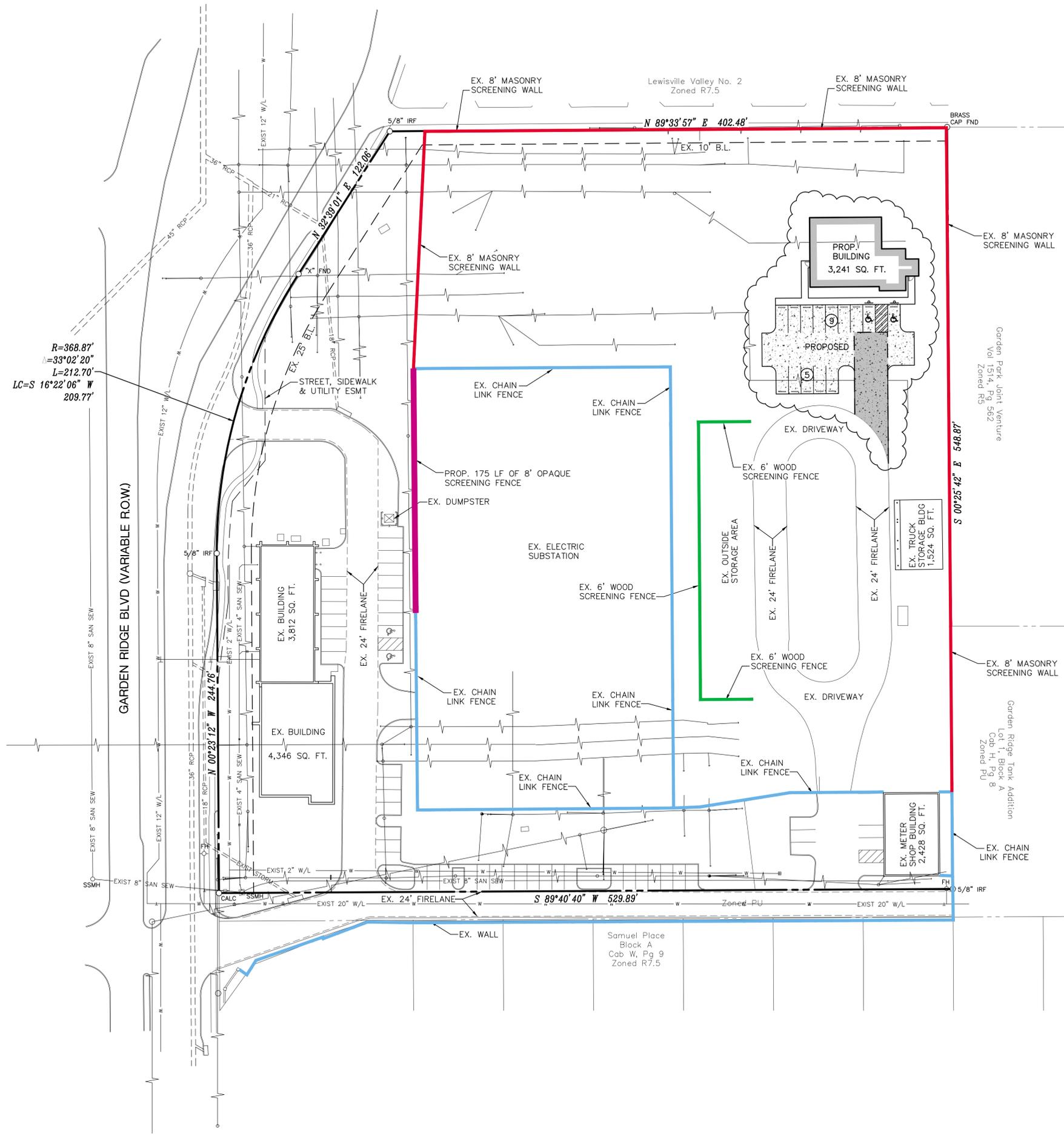
2. SHRUB DETAIL
 NOT TO SCALE

PLANT LIST

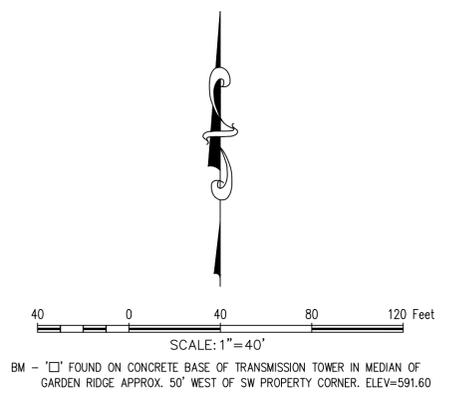
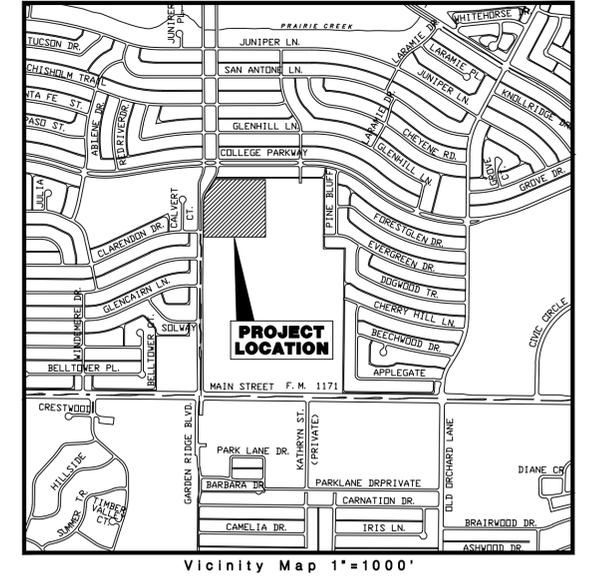
QUANT.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
2	LIVE OAK	Quercus virginiana	3" cal.	10'-12'	per plan	Single trunk
2	CHASTE TREE	Vitex agnus-castus	30 gal.	7'-8'	per plan	Single trunk
4.4	ADAGIO MAIDEN GRASS	Miscanthus sinensis 'Adagio'	5 gal.	2.4"	36" o.c.	Full
2.9	GULF MUHLY GRASS	Muhlenbergia capillaris	5 gal.	18"	30" o.c.	Full
4.3	DWARF GLOSSY ABELIA	Abelia x grandiflora 'Compacta'	3 gal.	18"	30" o.c.	Full
3.6	AUTUMN SAGE	Salvia greggii	1 gal.	12"	18" o.c.	Full
30	MEADOW SAGE	Salvia x sylvestris	1 gal.	12"	18" o.c.	Full

File: 2:2014\1112\Drawings\1P & Cover Plans\Shrub\11122.LIS
 Date: 10/27/2014 12:21 PM, by: William Sandoval
 Scale: 10/27/2014 12:19 PM, by: William Sandoval





LEGEND				
C.R.F.	Capped Rebar Found	—	Overhead Power Lines	
C.R.S.	Capped Rebar Set	—	Down Guy Wire	
C.M.	Control Monument	—	443	Existing Contours
Mn.	Monument	—	445	Proposed Contours
BM	Benchmark	—	—	Concrete Pavement
FH	Fire Hydrant	—	—	Asphalt Pavement
WM	Water Meter	—	—	Wood Fence
WV	Water Valve	—	—	Chain Link Fence
W/L	Water Line	—	—	Wire Fence
ICV	Irrigation Control Valve	—	—	Masonry Wall
SSMH	Sanitary Sewer Manhole	—	—	New Masonry Wall
CO	Sanitary Sewer Cleanout	—	—	Existing Tree
UP	Utility Pole	—	—	Centerline of Creek, Swale, or Waterway
LP	Light Pole	—	—	Creek, Swale, or Waterway Embankment
TC	Top of Curb	—	—	
TP	Top of Pavement	—	—	
TW	Top of Wall	—	—	
FG	Finished Grade	—	—	
U.E.	Utility Easement	—	—	
D.E.	Drainage Easement	—	—	
B.L.	Building Line	—	—	
R.O.W.	Right-of-Way	—	—	
D.R.	Deed Records	—	—	
P.R.	Plat Records	—	—	



BM - '□' FOUND ON CONCRETE BASE OF TRANSMISSION TOWER IN MEDIAN OF GARDEN RIDGE APPROX. 50' WEST OF SW PROPERTY CORNER. ELEV=591.60

FENCING PLAN
TEXAS-NEW MEXICO POWER COMPANY,
GARDEN RIDGE SUBSTATION SITE
 TEXAS-NEW MEXICO POWER
 COMPANY ADDITION
 Lot 1, Block A
 6.379 Acres
 Zoned GB
 in the
 J. WATKINS SURVEY, ABSTRACT No. 1326
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 C&A CONSULTANTS, F-1798
 DOUGLAS W. WEAVER, P.E. #117386
 DATE 12/17/2014

OWNER/DEVELOPER
 Texas-New Mexico Power Company
 1479 FM 407
 Lewisville, TX 75077
 Ph. (972) 317-5542
 Contact: Frank Hennie

C&A CONSULTANTS, LLC
 SITE PLANNING CIVIL ENGINEERING PLATTING
 LAND SURVEYING LANDSCAPE ARCHITECTURE
 111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
 610 Byron Nelson Blvd., Ste 114 • Roanoke, TX 76262 • P: 682.831.9712 • F: 817.890.4043 No. 10047700

C1
 TBPE Firm No. 1798
 TBPLS Firm No. 10047700

DRAWN BY: MP DATE: 09/30/14 SCALE: 1" = 40' JOB. No. **14125**



MICHAEL MALONE ARCHITECTS

P 214-969-5440
WWW.MMA2000.COM
5646 MILTON STREET, SUITE 705
DALLAS, TEXAS 75206

TNMP - LENISVILLE
5711 N. GARDEN RIDGE BLVD.
LENISVILLE, TEXAS 75057

GENERAL NOTES:
NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION

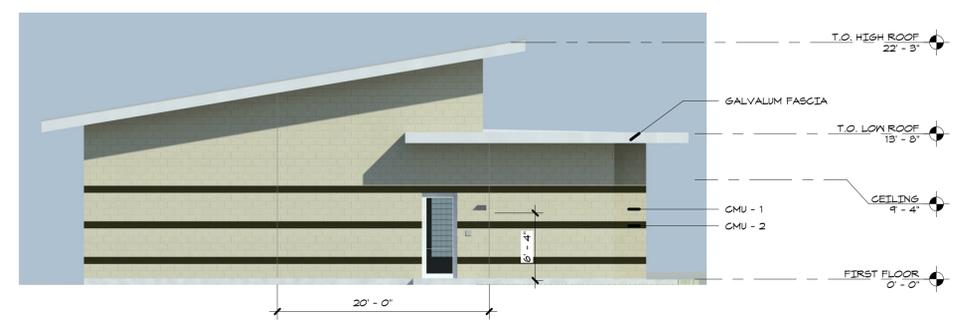
SET ISSUE DATES	
DATE	ISSUE
09.23.14	BUDGET SET
10.24.14	DD SET
12.01.14	PERMIT/CONSTRUCT.

REVISIONS		
NO.	DATE	DESCRIPTION

EXTERIOR ELEVATIONS
SHEET NO.

A402

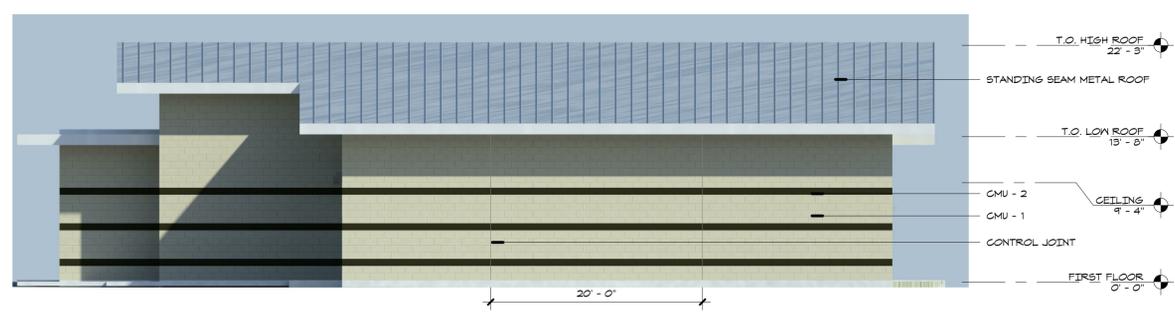
PROJECT NO. 1400B
DATE 11.24.14



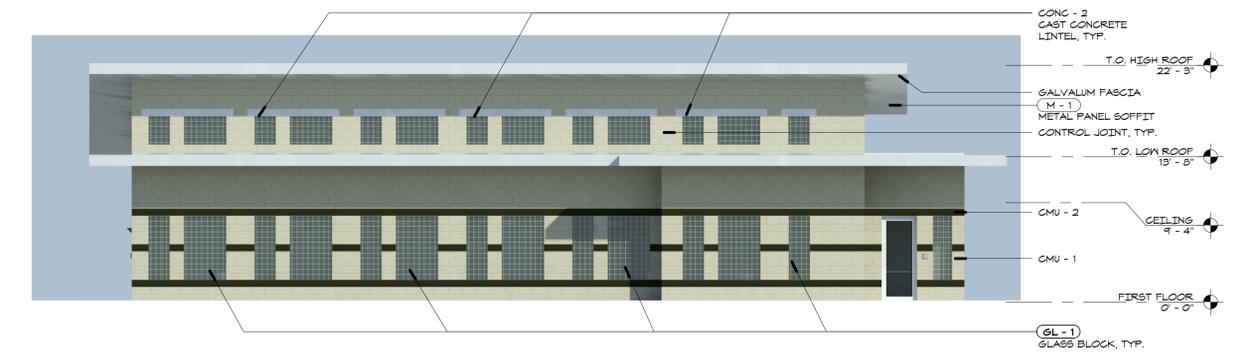
4 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



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

TBPE Firm No. 1798

TBPLS Firm No. 10047700

September 2, 2014

Mary Paron-Boswell
Senior Planner
City of Lewisville
151 W. Church Street
Lewisville, Texas 75057

Dear Mrs. Paron-Bowell,

Please accept this Special Use Permit submittal on behalf of our client Texas-New Mexico Power. This conceptual site plan adds a new building to the site and the associated parking. TNMP has provided the following narrative which describes the building's need and use:

TNMP performs Transmission Operator functional obligations primarily at its Alvin System Operations Center (ASOC) facility in Alvin, Texas. SOC functions can also be performed at Backup System Operations Center (BSOC) in Lewisville, Texas. Federal law (<https://federalregister.gov/a/2011-10266>) requires TNMP to have facilities for backup functionality in the event the primary Control Center becomes inoperable. Since July of 2008 TNMP has had a backup facility located within its Construction Center located at 1479 Justin Rd Lewisville, Tx. However since that time TNMP has had more federal regulations thrust upon it by the North American Electric Reliability Corporation (NERC). The regulations that have had the most impact are the NERC Critical Infrastructure Protection (CIP) Reliability Standards that involve cyber security. The current generation of cyber security standards, CIP version 3, have resulting in the existing computing and cooling space at the Justin Rd facility to reach its limit. The upcoming generation of cyber security standards, CIP version 5, will result in TNMP exceeding the design limit of the existing facility. These standards become effective on 1 April 2016. The CIP cyber security standards both version 3 and version 5 require that only employees, vendors, or contractors with a need to these computing systems have unescorted access. This prevents TNMP from simply making room in any existing office space because the space would be unusable for most employees. In addition TNMP is deploying an Outage Management System (OMS) this year with the primary location in Alvin and the backup location in Lewisville at the Justin Rd facility. The system enables TNMP to more swiftly locate outages and restore power. The space used by operators for Transmission Operations and Distribution Operations that include OMS at the backup facility is at capacity as a result of this deployment. The project also calls for the backup facility to host more servers related to the OMS system in three years' time. More space and cooling capacity is needed to meet this objective.

TNMP is planning to build a new facility on its property at 577 N Garden Ridge Blvd in Lewisville. The new facility will be sized to address the projected computing space and cooling capacities needed for at least the next ten years. Appropriate size control room spaces for both Transmission and Distribution Operations are part of the plans for the new facility. The new facility will be more wind resistant than the existing

facility at Justin Rd to address risk of tornado damage. Occupancy of the building will typically zero to two people during normal business days from 8 to 5. During an evacuation of the primary facility due to an imminent landfall of a hurricane or annual emergency drills the occupancy would be 24x7 with two to six people working during the evening and early morning hours. Occupancy during the day for a hurricane evacuation situation could be up to fourteen people.

In summary a newer facility with wind design considerations will increase TNMP's ability to maintain backup functionality if certain types of tornadoes come through the Lewisville area. TNMP will be able to maintain the same level of quality in Transmission and Distribution Operations at the new facility for years to come. The new facility will help TNMP maintain compliance with ever changing federal laws and mandates (e.g. NERC CIP, Presidential Policy Directive 21 (PPD-21), Executive Order (EO 13636 Improving Critical Infrastructure Cyber Security).

Additionally we are providing a site plan, a Landscape plan and a few pictures from various views around the existing site.

If you have any questions or require further information, please call me.

Sincerely,

A handwritten signature in blue ink that reads "Douglas W. Weaver". The signature is written in a cursive style.

Douglas W. Weaver, P.E.
Senior Project Engineer

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: December 12, 2014

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit Request for a Drive-in Theater on 34.529 Acres zoned Light Industrial (LI), Located at the Southeast Corner of Midway Road and Holford's Prairie Road; and Consideration of One Variance to the Lewisville City Code, Section 6-161 – General Provisions, as Requested by the Applicant, Coyote Theater, LLC (Case No. SUP-2014-12-09).**

BACKGROUND:

The Special Use Permit (SUP) process allows for consideration of certain uses that may potentially be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions. The subject request is for a Drive-in Theater with five screens, a 10,000 square foot fast casual dining restaurant and an open-air special events pavilion, a kids play area, and televisions. Coyote Drive-In opened its first location at Panther Island in downtown Fort Worth in May of 2013, and due to the attraction's popularity is seeking to expand in new markets.

Land to the east and south of the subject site is primarily agricultural in nature. Property to the west is occupied by the Metro Auto Auction as well as other industrial uses. To the north of the site across Midway Road, several auto salvage operations are present. A vacant parcel and a lot with two metal warehouses exist at the hard corner of Midway Road and Holford's Prairie Road. The Planning and Zoning Commission recommended approval of the SUP request with the conditions that 1) a Traffic Impact Analysis be provided, and 2) the proposed freestanding sign complies with city requirements by a vote of 6-0 at their meeting on December 2, 2014.

ANALYSIS:

Description

Coyote Theater strives to combine the traditional drive-in movie experience with modern technology and upscale amenities intended to appeal to the entire family. The proposed facility features five Selby movie screens around the perimeter of the site, with grass islands in front of each screen. Films are projected onto the screens from one centrally-located projection booth. Sound is broadcast through Coyote's FM radio frequencies, accessible to radios or FM capable music players. Visitors that don't bring a car can utilize stand-alone speakers near the screen. A restaurant, restroom facilities, and playground are provided in the central portion of the site. The restaurant consists of a kitchen and concession area with open-air seating under an expansive steel-framed pavilion with a corrugated metal roof and large suspended ceiling fans. The restaurant, concession, and restroom buildings are constructed of concrete block.

Subject: Coyote Drive-in SUP

January 5, 2015

Page 2

Operations

Shows begin every night 15 minutes after sunset, with a different double feature playing on each screen. A 10-minute intermission is provided between movies. Gates open two hours before show time and entertainment such as live music, sporting events, and balloon artists are often provided. Coyote is open seven days a week throughout the entire year. Admission is \$8.00 for adults and \$6.00 for children over the age of three. Visitors can access the restaurant portion of the site for free, but must have a ticket to view movies. Estimated attendance is expected to be approximately 250,000 visitors annually, with peak demand occurring in the months of May through September. An average of 140 vehicles are expected during the week, while roughly 750 vehicles are anticipated Friday through Sunday during the peak period. Capacity of the entire facility is 1,367 cars. The restaurant will sell alcohol, but patrons are not allowed to bring in their own beverages.

Site Design

Entry to the drive-in is from Midway Road, where queuing for 175 cars is provided before visitors reach the ticket booth. Exits are located on both Midway Road and Holford's Prairie Road. Patrons will park on recycled crushed concrete embankments in front of each screen, and all drive aisles will be paved. The proposed crushed concrete used for parking in front of each movie screen is the same material currently in use at the Coyote Drive-in in Fort Worth. It is approved by TxDOT for a variety of applications and the permeable nature promotes drainage. The material is a blend of stone, sand, and fine-sized particles that develop a tightly-bound surface reducing maintenance, excess washboarding in wet weather, and dust caused by loosening in dry weather. Staff has worked with the applicant to arrive at the current design, which utilizes the recycled crushed concrete only for the embankments in front of screens where viewers will park. A variance for the use of recycled crushed concrete will be reviewed by the City Council at the time of SUP consideration. All drive aisles will be paved according to city requirements.

A 10-foot landscape strip and a six-foot high tubular steel fence are proposed along the Midway Road and Holford's Prairie Road frontages. Pockets of xeriscape plantings are provided at all entrances and exits featuring native plants such as yuccas, grasses, sage, and cypress trees intermingled with boulders. The southeastern portion of the site lies within the 100-year FEMA floodplain, and is not proposed for development.

The use provides a unique entertainment venue in the city. Due to the industrial nature of the area, concerns regarding the potential for noise or glare issues are minimum. As a condition of the SUP, a Perimeter Noise Survey, Photometric Survey, and Traffic Impact Analysis shall be submitted as part of the site plan review to confirm that levels are consistent with city requirements. In addition to the SUP application, one variance is requested from Chapter 6 – Land Development Regulations of the Lewisville Code of Ordinances. This variance is described below:

Article VIII – Off Street Parking and Loading Requirements, Section 6-161: General Provisions of the Land Development Regulations

- a) Allow the use of recycled crushed concrete for parking areas and some drive aisles as shown on the Development Plan.

This section of the ordinance requires that all areas used for vehicle maneuvering and parking shall be paved with concrete or asphalt. The developer is providing concrete pavement for the drive approaches and the fire lane and asphalt pavement for the most heavily traveled drive aisles that will meet the ordinance requirement. The developer is requesting that parking rows and adjacent drive aisles be constructed with recycled crushed concrete. The recycled crushed concrete will be three (3) inches thick for the parking rows and five (5) inches thick for the adjacent drive aisles. This is currently being used at their Fort Worth location. The main benefit for the use of recycled crushed concrete is that it will reduce the amount of storm water runoff from the site. In addition, cars will only be parked on the material for a few hours at a time, not stored for several days or weeks. Staff's primary concern with the recycled crushed concrete is the creation of dust. Staff is stipulating in the ordinance that the areas of recycled crushed concrete be watered to minimize the creation of dust. Staff has no objection to this variance request.

RECOMMENDATION:

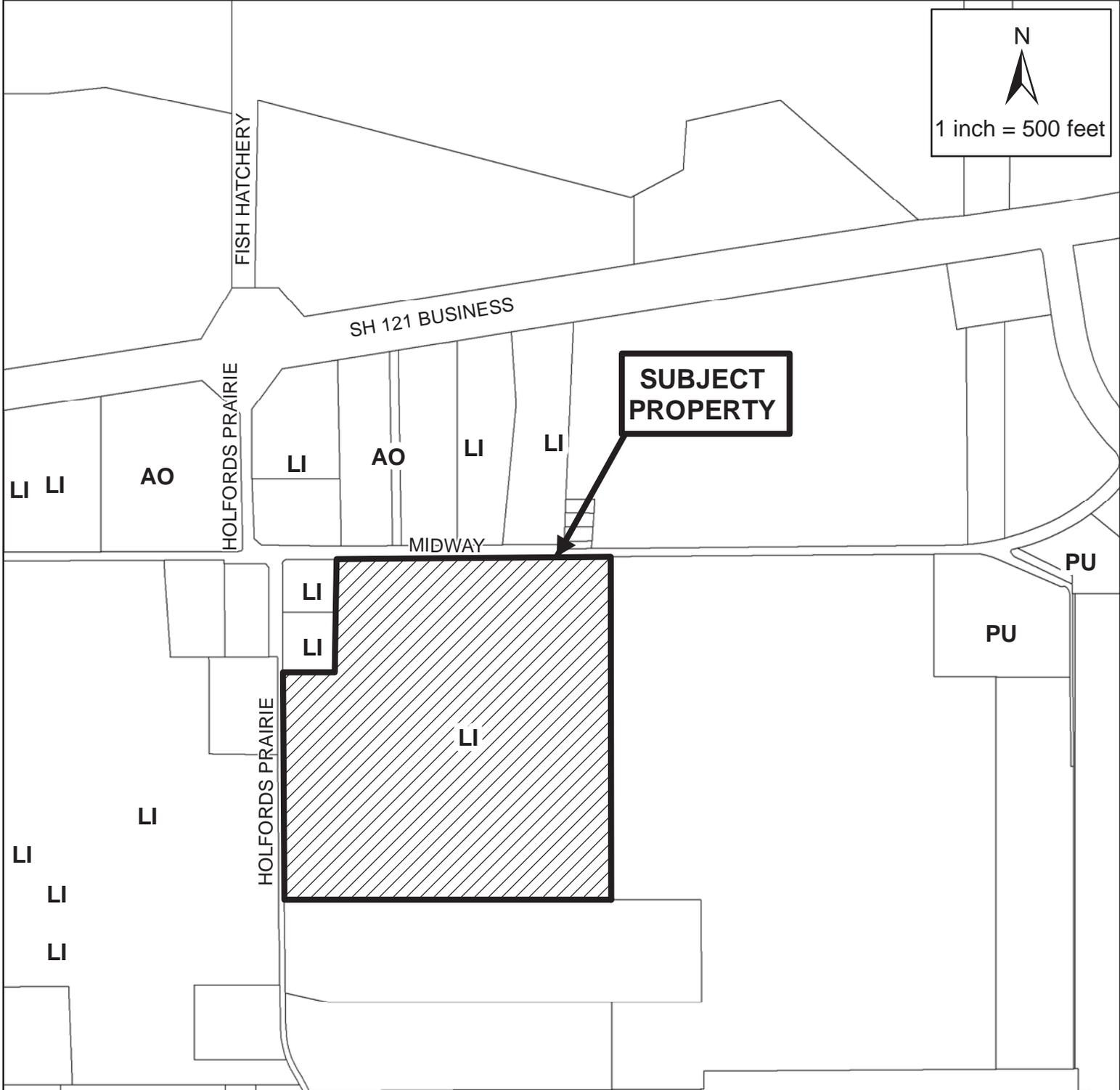
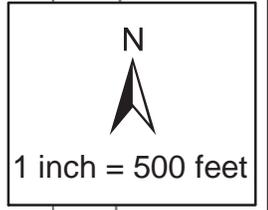
It is City staff's recommendation that the City Council approve the ordinance and variance as set forth in the caption above.

**MINUTES
PLANNING AND ZONING COMMISSION
DECEMBER 2, 2014**

Item 3:

- E. Consideration of a Special Use Permit Request for a Drive-in Theater on 34.529 Acres zoned Light Industrial (LI), Located at the Southeast Corner of Midway Road and Holford's Prairie Road, as Requested by Coyote Theater, LLC. (Case No. SUP-2014-12-09)

Staff presented the case, which proposes to construct a five-screen drive-in movie theater complex with restaurant and pavilion on 35 acres. Ms. Boomsma described the surrounding uses and gave an overview of the proposed operations of the facility, noting that the applicant is currently operating a drive-in theater in Fort Worth, which opened in 2013. It was mentioned that a variance would be required for the crushed concrete proposed for the parking areas. James Davis asked if the project was consistent with the 2025 Vision Plan, and staff confirmed that it fit in with the Green Centerpiece concept. Brandon Jones asked about improvements to adjacent roads to accommodate increased traffic. Nika Reinecke responded that escrow would be required for future improvements, or make the enhancements themselves. She also informed the commission that deviations from the city's sign requirements would require City Council approval. Sean Kirk inquired about traffic issues, and staff responded that exiting the facility would be staggered due to different run times of movies. Nika Reinecke also added that the Planning Commission could request a Traffic Impact Analysis as part of their site plan approval. Glenn Solomon responded to a concern regarding dust created from the crushed concrete, and assured the Commission that maintenance and dust control measures would be undertaken in a timely fashion as the need arises. The public hearing was then opened. There being no one present to speak, the public hearing was then closed. The Commissioners agreed that a Traffic Study was needed and that this use would be an asset to Lewisville. Sean Kirk made a motion to approve with the condition that a Traffic Study be provided. The motion was seconded by Steve Byars and passes unanimously (6-0).



ZONING CASE NO. SUP-2014-12-09

NAME: COYOTE DRIVE-IN THEATER

PROPERTY LOCATION: SOUTHEAST CORNER OF MIDWAY ROAD AND HOLFORDS PRAIRIE ROAD (34.529 ACRES)

CURRENT ZONING: LIGHT INDUSTRIAL

PROPOSED ZONING: LIGHT INDUSTRIAL - WITH SPECIAL USE PERMIT (SUP)

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

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

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

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

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

(c) *Area.*

(1) *Size of yards.*

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

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

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

(2) *Reserved.*

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

SECTION 17-29.5 - "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 narrative explaining how the property and use(s) will function;
- c. Colored elevations of the building and other structures including dimensions and building materials;
- d. A Landscaping Plan, meeting the requirements of Section 6-124 of the Lewisville Code of Ordinances;
- e. A Tree Survey and Mitigation Plan if required by Section 6-125 of the Lewisville Code of Ordinances;
- f. Detailed elevations and descriptions of proposed signage;
- g. An exhibit illustrating any requested variances; and
- h. 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;
- (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.)

REQUESTED VARIANCE

We are requesting the following variance for the proposed development. The variance listed and described below is necessary for the development of this property.

VARIANCE A:

Requesting the allowance of recycled crushed concrete for non-paved parking and drive area surface as indicated on attached plan A01.

• DESCRIPTION OF MATERIAL

- Recycled crushed concrete.

• BENEFITS

- Assist in groundwater recharge. Permeable surface providing a free draining "pavement" with the structural capacity to handle most heavy vehicle loads.
- Reduced runoff temperature.
- Reduce the "heat island" affect by reflecting instead of absorbing the sun's rays.
- Flood mitigation. Porous structure permits a free passage of water through the pavement into the soil without compromising durability or integrity.
- Limits surface water.
- Efficient land use.

• CONSTRUCTION

- Dirt graded in 6 inch lifts compacted and watered in each lift.
 - Ramp and bay topping 3 inches of Recycled Crushed Concrete. (A01)
 - Heavy drive area topping 4-5 inches of Recycled Crushed Concrete.
-



PROJECT

COYOTE DRIVE-IN

CONCEPT BINDER

DATE

10.29.14

SUBMIT

CITY OF LEWISVILLE

COYOTE DRIVE-IN:

LEWISVILLE, TEXAS

Owner/Developer:

Coyote Theater, LLC

Planning Architecture:

Beck Architecture LLC

Engineering:

Homeyer Engineering, Inc.

MEP:

S. Toub & Associates, Inc.

Structural Engineer:

Armstrong-Douglas



HOMEYER
ENGINEERING, INC.

COYOTE THEATERS

CONCEPT BINDER

PROJECT DESCRIPTION:

Coyote Drive-In is a revolutionary entertainment concept. Reinventing the nostalgic drive-in theater with advanced technology and upscale amenities for a lively, family oriented entertainment venue. Experience first-run blockbusters, independent films, classics and sporting events on state-of-the-art digital projectors with Selby movie screens, and enjoy amenities of the 10,000 SF fast casual dining and special events pavilion with open-air seating, kids play area, beer garden, TVs and live music.

Coyote Drive-In debuted its first location in May of 2013 amidst the scenic backdrop of downtown Fort Worth. The highly publicized launch and consumer response of Coyote at Panther Island have made it a regional draw community staple among entertainment attractions. Now the Coyote brand is expanding to new markets and excited about bringing back the drive-in.

HOURS OF OPERATION

7 days a week.

Showing Double Feature new release every night.

Gates open two hours before showtime.

Showtimes begin 15 minutes after sunset.

10 minute intermission between Features.

TICKET PRICES

General Admission is \$8 for ages 11 and over, \$6 for children 4 to 10. Children under 3 are free! (Prices subject to change.) You get TWO movies for that price. (No outside food and drinks allowed).

“Bringing Back the Drive-In”

COYOTE THEATERS

CONCEPT BINDER

FACILITY DESCRIPTION:

PAVILION AREA (A02)

Fast Casual Dining & Concessions.
Beer Garden and Wine Selection.
Covered Porch with open-air seating
Restrooms
Kids Play Area



SCREENS & PROJECTIONS (A01)

Selby movie screens
Projection booth for Digital projectors
Digital Projectors are low glare and programed for specific screen dimensions.
Photometric survey and analysis currently being conducted by Site Lighting Solutions - USA.

AUDIO OUTPUT & NOISE LEVELS

Dolby Digital sound broadcast to customer vehicle through our own FM frequencies. Each screen is assigned a specific double feature showing. Customers receive frequency at ticket purchase for designated showing and corresponding screen.

Portable speakers available to rent for optional seating in landscaped island viewing areas at designated screens.

“Silence is golden!” Ambient noise is minimized for enhanced viewing experience. Multiple features play almost simultaneously while movie goers enjoy the film without distraction from showings on adjacent screens.

KBA EnviroScience performing Perimeter Noise Survey to be provided.

COYOTE THEATERS

CONCEPT BINDER

SITE AERIAL:



©TEXAS AEROGRAPHICS
800.639.2376
0425140028

COYOTE THEATERS

CONCEPT BINDER

SITE AERIAL:



©TEXAS AEROGRAPHICS
800.839.2376
0425140023

COYOTE THEATERS

CONCEPT BINDER

HARDSCAPE CHARACTER: MATERIALS

Select hardscape materials that are attractive, safe, environmentally friendly, and heat reducing.



DESCRIPTION & BENEFITS:

Recycled Crushed Concrete (RCC), as used at Coyote Drive-In Fort Worth.

RCC is a TXDOT non tracking material.

Recycled aggregates are an environmentally friendly alternative to natural aggregates and are authorized by the Texas Department of Transportation for a variety of applications.

Assist in groundwater recharge. Permeable surface providing a free draining “pavement” with the structural capacity to handle most heavy vehicle loads.

Reduced runoff temperature.

Reduce the “heat island” affect by reflecting instead of absorbing the sun’s rays.

Efficient land use.

BIG CITY CRUSHED CONCRETE

Flexible Base Stockpile

Wet Sive Analysis
(ITEM 247 Grade 1 Type D)

Sieve Size	Percent Retained	Percent Retained Required
1 3/4"	0.0	0
7/8"	14.6	10 - 35
3/8"	49.0	30 - 50
No. 4	61.4	45 - 65
No. 40	83.9	70 - 85



Recycled Crushed Concrete

COYOTE THEATERS

CONCEPT BINDER

SITE WORK: STABILIZE & DUST CONTROL

CONSTRUCTION PROCESS

Aggregate: TXDOT Recycled Crushed Concrete.

Graded in 6 inch lifts. Each lift compacted at optimum moisture to achieve maximum strength and stability.

RCC surface aggregate with good gradation for solid compaction. Blend of stone, sand and fine-sized particles to develop a tightly bound surface that greatly reduces maintenance, excess washboarding in wet weather, and dust caused by loosening in dry weather.

Ramp surface 2-4 inch RCC watered and compacted..

Wearing surface 3-6 inch RCC watered and compacted.



COYOTE THEATERS

CONCEPT BINDER

FINISHED PRODUCT:



COYOTE THEATERS

PANTHER ISLAND

FORT WORTH, TEXAS

ATTENDANCE & VEHICLE TRAFFIC:

Estimated annual visitors over 250,000.

Six booth box office.

Sacking for over 175 vehicles.

Peak box-office sales from May - September.

WEEKDAY ATTENDANCE (MON-THUR):

Average 140 vehicles per day (Peak Months).

Average 2.4 customers per vehicle.

WEEKEND ATTENDANCE (FRI-SUN):

Average 750 vehicles per day (Peak Months).

Average 2.7 customers per vehicle.



COYOTE THEATERS

CONCEPT BINDER

LANDSCAPE CHARACTER: PLANT MATERIALS

Select landscape plant materials that are attractive, safe, regionally appropriate, and sustainable.

Native Plant Materials
Casual Texas Character
Locally Sourced
Xeriscapic



Red Yucca



Texas Sage



Bald Cypress



Pendula Yucca



Bermuda Sod



Mexican Feather Grass



Lantana "New Gold"



Native Boulders

COYOTE THEATERS

CONCEPT BINDER

CENTRAL TEXAS VERNACULAR INFLUENCE



COYOTE THEATERS

CONCEPT BINDER

ROCK GARDEN - PLAY GROUND:



COYOTE THEATERS

PANTHER ISLAND

FORT WORTH, TEXAS

ROCK GARDEN - PLAY GROUND:



COYOTE THEATERS

PANTHER ISLAND

FORT WORTH, TEXAS



COYOTE THEATERS

LEWISVILLE, TX - COMING 2015

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 A DRIVE-IN THEATER ON 34.529 ACRES LOCATED AT THE SOUTHEAST CORNER OF MIDWAY ROAD AND HOLFORD'S PRAIRIE ROAD; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING A REPEALER; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the Planning and Zoning Commission of the City of Lewisville, Texas has recommended that the Special Use Permit, as requested on the property described in the attached Exhibit "A" (the "Property"), be approved;

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) compliments 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 a Drive-in Theater on the Property, which is zoned Light Industrial (LI).

SECTION 3. CONDITIONS OF SPECIAL USE PERMIT. The Property shall be developed and maintained in compliance with the development plan, landscaping plan, and elevations, which are all attached hereto as Exhibit B. The Property shall be developed and operated in accordance with all federal, state, and local laws and regulations.

Additional Conditions:

1. The operation of the Drive-In Theater shall at all times comply with the city’s noise ordinances. In addition, prior to receiving its certificate of occupancy, applicant shall submit a perimeter noise survey to the City showing full compliance. This survey should measure the Decibel levels in at least three relatively equidistant points per side of the perimeter of the property. Measurements shall be of applicant’s anticipated maximum volume from all speakers, sound amplifying equipment, radio, or other similar devices to be used in the operation of the drive-in. Decibels shall be measured on an approved sound-level meter using the a-weighted scale, and all readings on the perimeter of the property must comply with the city’s noise ordinance prior to a certificate of occupancy being issued.
2. The operation of the Drive-In Theater shall at all times comply with the city’s lighting ordinance. In addition, prior to receiving its certificate of occupancy, applicant shall submit a photometric survey to the City showing full compliance. This survey should

be taken at night and measure the foot-candles of light in at least three relatively equidistant points per side of the perimeter of the property. Measurements shall be of applicant's anticipated maximum amount of illumination on any given night of operation. All readings on the perimeter of the property must comply with the city's lighting ordinance prior to a certificate of occupancy being issued.

3. A Traffic Impact Analysis shall be submitted along with the applicant's engineering site plan. Staff shall consider this Traffic Impact Analysis when reviewing the layout of the site so as not to create any traffic hazards.
4. The operator shall be responsible for spraying unpaved portions of the site with water, on an as-needed basis, in order to control dust generated by the recycled crushed concrete.

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, by itself, be interpreted to be a variance or waiver of any municipal ordinance. City Council, however, may grant a variance at the same time as they approve a Special Use Permit. In that case, the plans and other documents attached to and made a part of this Special Use Permit may reflect said variance.

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 hereby 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 5TH DAY OF JANUARY, 2015.

APPROVED:

Dean Ueckert, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Property Description

Exhibit B
Development Plan
Landscaping Plan
Elevations

Legal Description

BEING a 34.529 acre tract of land out of the S.M.Hayden Survey, Abstract No. 537, City of Lewisville, Denton County, Texas; said tract being a tract of land described in deed from J.M.Peters to C.W.Foose recorded in Volume 1571, Page 31, Denton County Deed Records; said tract being a part of a tract of land described in Substitute Trustee's Deed and Bill of Sale to Bank One, Texas, National Association recorded in Volume 2772, Page 93, Denton County Deed Records; Said 34.529 acre tract being more particularly described as follows:

COMMENCING at a point in the centerline of Midway Road (40 foot undedicated right-of-way), said point being the northwest corner of a tract of land described in deed to W.C.Meyers and also being North 89°57'30" East with the centerline of Midway Road a distance of 1231.72 feet from the intersection of said centerline of Midway Road with the centerline of Holford's Prairie Road (40 foot undedicated right-of-way);

THENCE South 00°59'06" East along the West line of said Myers tract a distance of 30.00 feet to a 1/2 Inch Iron pin found in the South right-of-way of Midway Road for the POINT OF BEGINNING;

THENCE South 00°59'06" East continuing along the West line of said Myers tract a distance of 1276.63 feet to a 1/2 inch iron rod found for corner at the southwest corner of said Myers tract; said point being in the north line of a tract of land described in deed to Raymond Myers recorded in Volume 1338, Page 852, Denton County Deed Records;

THENCE North 89°41'59" West with the north line of said Raymond Myers tract, a distance of 1261.33 feet to a "PK" Nail found for corner in the centerline of said Holford's Prairie Road; said point being the northwest corner of said Raymond Myers tract;

THENCE North 00°45'55" East with said centerline of Holford's Prairie Road a distance of 590.36 feet to a "PK" nail set at an angle point;

THENCE North 00°34'31" West with said centerline of Holford's Prairie Road a distance of 291.17 feet to a "PK" Nail found for corner at the southwest corner of a tract of land described in deed to Ardilla Milligan recorded in Volume 444, Page 666, Denton County Deed Records;

THENCE North 89°57'50" East with the south line of said Ardilla Milligan tract, a distance of 208.80 feet to a 1/2 Inch Iron pin set for corner at the southeast corner of said Ardilla Milligan tract;

THENCE North 00°17'50" East with the east line of said Ardilla Milligan tract, at a distance of 208.80 feet passing the northeast corner of said Ardilla Milligan tract and the southeast corner of a tract of land described in deed to John Milligan recorded in Volume 445, Page 72, Denton County Deed Records, and continuing with the east line of said John Milligan tract, in all, a distance of 388.11 feet to a 1/2 inch iron pin found, said point being in the south right-of-way of Midway Road;

THENCE South 89°59'47" East along the South right-of-way of Midway road a distance of 592.86 feet to a 1/2 Inch Iron pin set for angle point;

THENCE South 89°59'30" East continuing along the South right-of-way of Midway road a distance of 222.42 feet to a 1/2 inch iron pin set for angle point;

THENCE North 89°56'38" East continuing along the South right-of-way of Midway road a distance of 208.31 feet to the POINT OF BEGINNING and containing 34.529 acres of land.



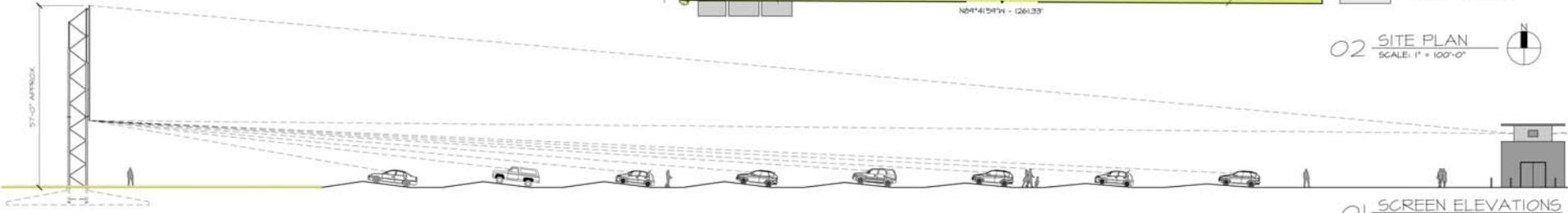
03 AREA PLAN
SCALE: N.T.S.



OVERALL SITE
TOTAL AREA: 1504,052 S.F. / 34.5 ACRES
TOTAL DEVELOPED AREA: 439,861 S.F. / 21.5 ACRES
TOTAL ISLAND AREA: 295,805 S.F.
TOTAL THEATER CAPACITY: 1361 CARS

- LANDSCAPED AREA
- AREA LEFT NATURAL
- IMPERVIOUS PAVING (FIRE LANE)
- IMPERVIOUS PAVING (DRIVE LANES)
- PERMEABLE CRUSHED CONCRETE

02 SITE PLAN
SCALE: 1" = 100'-0"



01 SCREEN ELEVATIONS
SCALE: 1/8" = 1'-0"



COYOTE DRIVE-IN THEATER
LEWISVILLE, TEXAS

11.20.2014
BECK ARCHITECTURE, LLC
1807 ROSS AVENUE, SUITE 500
DALLAS, TEXAS 75201

A01

SCREEN #1
ISLAND AREA: 58,687 S.F.
CAPACITY: 273 CARS

SCREEN #5
ISLAND AREA: 35,835 S.F.
CAPACITY: 166 CARS

SCREEN #2
ISLAND AREA: 77,673 S.F.
CAPACITY: 360 CARS

SCREEN #4
ISLAND AREA: 91,948 S.F.
CAPACITY: 422 CARS

SCREEN #3
ISLAND AREA: 31,662 S.F.
CAPACITY: 146 CARS

XERISCAPING W/
NATIVE PLANTINGS

XERISCAPING W/
NATIVE PLANTINGS

XERISCAPING W/
NATIVE PLANTINGS



XERISCAPING LEGEND

A - TEXAS SAGE

B - PENDULA YUCCA

C - MEXICAN FEATHER GRASS

D - LANTANA NEW GOLD

AUTUMN SAGE

F - RED YUCCA



COYOTE DRIVE-IN THEATER
LEWISVILLE, TEXAS

BECK ARCHITECTURE, LLC.
1807 ROSS AVENUE, SUITE 500
DALLAS, TEXAS 75201

12.17.14

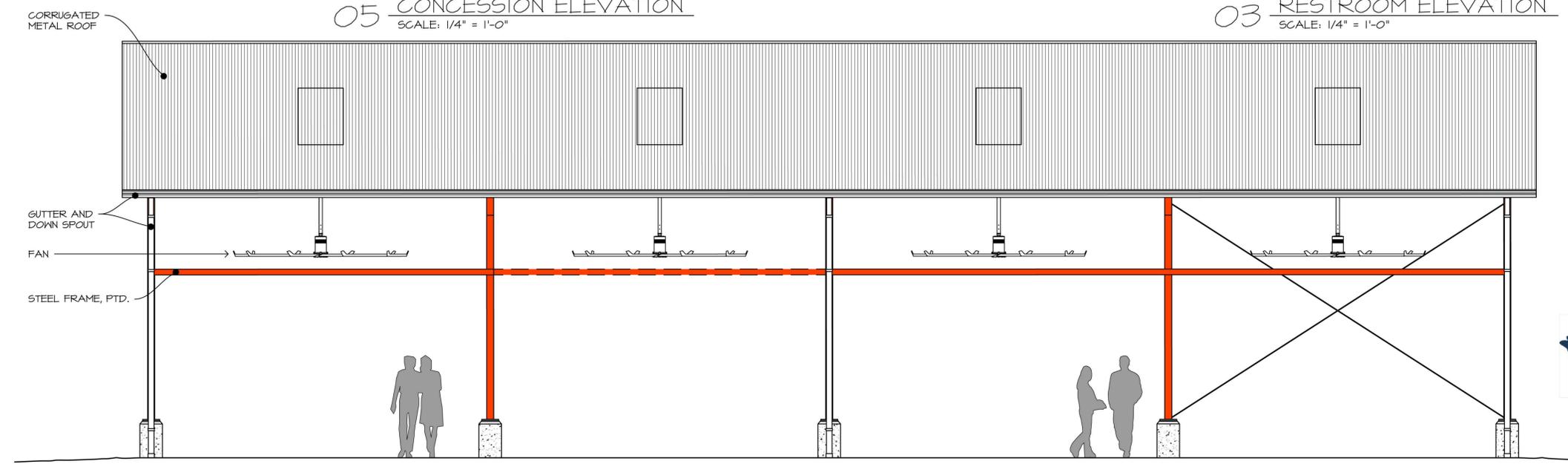
L01

LANDSCAPING PLAN



05 CONCESSION ELEVATION
SCALE: 1/4" = 1'-0"

03 RESTROOM ELEVATION
SCALE: 1/4" = 1'-0"

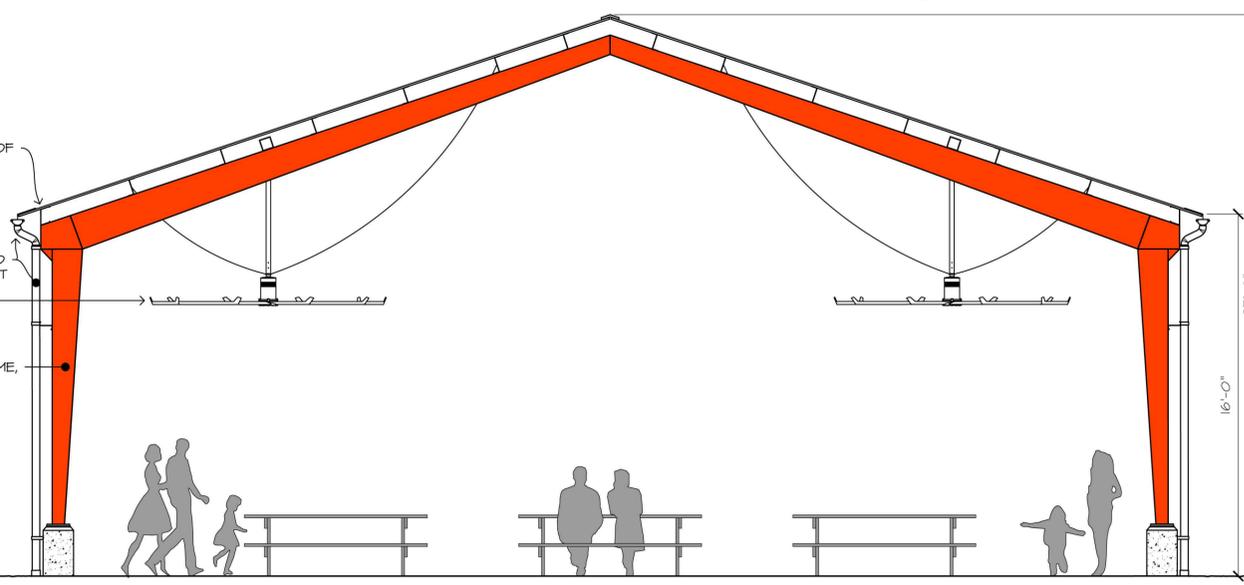


06 SIGN ELEVATION
SCALE: 1/4" = 1'-0"



04 FENCE ELEVATION
SCALE: 1/4" = 1'-0"

02 PAVILION ELEVATION
SCALE: 1/4" = 1'-0"



01 PAVILION ELEVATION
SCALE: 1/4" = 1'-0"



COYOTE DRIVE-IN THEATER
LEWISVILLE, TEXAS

11.25.2014
BECK ARCHITECTURE, LLC.
1807 ROSS AVENUE, SUITE 500
DALLAS, TEXAS 75201

A02

PZ Meeting:
CC Meeting:
Case #



LEWISVILLE
TEXAS

DO NOT WRITE ABOVE THIS LINE

**ECONOMIC DEVELOPMENT & PLANNING DIVISION
 APPLICATION FOR A SPECIAL USE PERMIT**

OWNER/APPLICANT/AGENT INFORMATION SECTION (OWNER(S) MUST SIGN OR SUBMIT LETTER(S) OF AUTHORIZATION)

NAME OF **PROPERTY OWNER**: Daniel Crawford & David Allen Crawford
 MAILING ADDRESS: 5721 Yearly Road Plano, TX 75093
 PHONE NUMBER: 214-906-0037 FAX NO.: _____ E-MAIL: DCrawford2225@yahoo.com
 OWNER SIGNATURE: [Signature] DATE: 9-23-14
 PRINTED NAME & TITLE (IF ANY): Daniel Crawford

NAME OF **APPLICANT** (FILL IN ONLY IF OTHER THAN OWNER): Coyote Theater, LLC
 MAILING ADDRESS: 8343 DOUGLAS AVE, STE 350 DALLAS, TX 75225
 PHONE NUMBER: (214) 635-4754 FAX NO.: (214) 635-4766 E-MAIL: BBarnett@CoyoteTheaters.com
 APPLICANT SIGNATURE: _____ DATE: _____
 PRINTED NAME & TITLE (IF ANY): Brady Barnett - Coyote Development

NAME OF **REPRESENTING AGENT** (IF ANY): HOMEYER ENGINEERING, INC.
 MAILING ADDRESS: P.O. BOX 294527 LEWISVILLE, TX 75029
 PHONE NUMBER: (972) 906-9985 FAX NO.: (972) 906-9987 E-MAIL: SHOMEYER@HEI.US.COM
 AGENT SIGNATURE: _____ DATE: _____
 PRINTED NAME & TITLE (IF ANY): STEVEN R. HOMEYER, P.E., C.F.M. - PRESIDENT

(Required to be completely filled out before submitting application)

PRESENT ZONING: LI TOTAL LAND AREA (ACRES) 34.529

PROPERTY IDENTIFICATION (LOTS, BLOCKS, TRACTS, ABSTRACTS): _____

ADDRESS AND LOCATION OF THE PARCEL(S): _____

Southeast Corner of Midway Road & Holfords Prairie Road

APPLICATION & SIGN FEES (Please fill in appropriate blanks and enter total amount due)

Less than 1/2 acre	\$ 150.00	<input checked="" type="checkbox"/> 25 acres up to 49.99 acres	\$ 750.00
1/2 acre up to 4.99 acres	\$ 250.00	50 acres up to 99.99 acres	\$ 1,000.00
5 acres up to 24.99 acres	\$ 400.00	100 acres and more	\$ 1,500.00

of SUP Signs at \$35 per sign.
 (1 sign required for each 5 acres (maximum of 5 signs per site))

2 Signs = \$ 70

TOTAL AMOUNT DUE \$ 925.00

\$ 750
 70
 \$ 820 Due

Midway - Holfords - 1/2 acre



LEWISVILLE
TEXAS

PROPOSED SUP USE (Required to be filled out before submitting application)

Fully describe the proposed use(s) and plans for the property:

The premises to be use solely as a high-quality, family oriented outdoor commercial amusement destination including a drive-in theater featuring a combination of first-run and family favorite films, high-quality fast casual food and beverages (including wine and beer), and the sale of related merchandise.

NOTE:

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

PZ Meeting:
CC Meeting:
Case #



LEWISVILLE
TEXAS

DO NOT WRITE ABOVE THIS LINE

**ECONOMIC DEVELOPMENT & PLANNING DIVISION
APPLICATION FOR A SPECIAL USE PERMIT**

OWNER/APPLICANT/AGENT INFORMATION SECTION (OWNER(S) MUST SIGN OR SUBMIT LETTER(S) OF AUTHORIZATION)

NAME OF PROPERTY OWNER: Daniel Crawford & David Allen Crawford
MAILING ADDRESS: 5721 Yeary Road Plano, TX 75093
PHONE NUMBER: _____ **FAX NO.:** _____ **E-MAIL:** DCrawford2225@yahoo.com
OWNER SIGNATURE: _____ **DATE:** _____
PRINTED NAME & TITLE (IF ANY): Daniel Crawford

NAME OF APPLICANT (FILL IN ONLY IF OTHER THAN OWNER): Coyote Theater, LLC
MAILING ADDRESS: 8343 DOUGLAS AVE, STE 350 DALLAS, TX 75225
PHONE NUMBER: (214) 635-4754 **FAX NO.:** (214) 635-4766 **E-MAIL:** BBarnett@CoyoteTheaters.com
APPLICANT SIGNATURE: _____ **DATE:** _____
PRINTED NAME & TITLE (IF ANY): Brady Barnett - Coyote Development

NAME OF REPRESENTING AGENT (IF ANY): HOMEYER ENGINEERING, INC.
MAILING ADDRESS: P.O. BOX 294527 LEWISVILLE, TX 75029
PHONE NUMBER: (972) 906-9985 **FAX NO.:** (972) 906-9987 **E-MAIL:** SHOMEYER@HEI.US.COM
AGENT SIGNATURE: _____ **DATE:** _____
PRINTED NAME & TITLE (IF ANY): STEVEN R. HOMEYER, P.E., C.F.M. - PRESEDENT

(Required to be completely filled out before submitting application)

PRESENT ZONING: LI **TOTAL LAND AREA (ACRES)** 34.529

PROPERTY IDENTIFICATION (LOTS, BLOCKS, TRACTS, ABSTRACTS) Property ID: 19975
A0537A S.m. Hayden, Tr 51, Tr# 28

ADDRESS AND LOCATION OF THE PARCEL(S): Midway Rd TX 75056
Southeast Quadrant of Midway Road & Holfords Prairie Road

APPLICATION & SIGN FEES (Please fill in appropriate blanks and enter total amount due)

<input type="checkbox"/> Less than 1/2 acre	\$ 150.00	<input checked="" type="checkbox"/> 25 acres up to 49.99 acres	\$ 750.00
<input type="checkbox"/> 1/2 acre up to 4.99 acres	\$ 250.00	<input type="checkbox"/> 50 acres up to 99.99 acres	\$1,000.00
<input type="checkbox"/> 5 acres up to 24.99 acres	\$ 400.00	<input type="checkbox"/> 100 acres and more	\$1,500.00

<u>5</u> # of SUP Signs at \$35 per sign (1 sign required for each 5 acres (maximum of 5 signs per site))	\$175.00
--	-----------------

TOTAL AMOUNT DUE \$ 925.00

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: December 10, 2014

SUBJECT: **Public Hearing: Consideration of an Ordinance for a Zone Change Request From Duplex (DU) to Old Town Mixed Use Two (OTMU2) District Zoning on 0.55 Acres, Located at 125 West Walters Street, as Requested by Todd Bradburry on Behalf of Alexandra Pauline Properties Co., the Property Owner (Case No. PZ-2014-12-12).**

BACKGROUND

The 0.55 acre property is located on an undeveloped parcel of land on the north side of West Walters Street, just west of Mill Street at 125 W. Walters Street. The property owner has owned this tract of land since 1998 and is currently in the process of replatting the property with hopes of developing it in the near future.

ANALYSIS

The designation of Old Town Mixed Use Two (OTMU2) being requested would allow for a greater variety of development options than the current Duplex zoning and is consistent with the Old Town Master Plan's recommended zoning for the property. The rezoning would provide greater flexibility with setbacks and allow for a truly mixed use project on the property. The Planning and Zoning Commission recommended approval of the zone change request by a vote of 6-0 at their meeting on December 2, 2014.

RECOMMENDATION

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

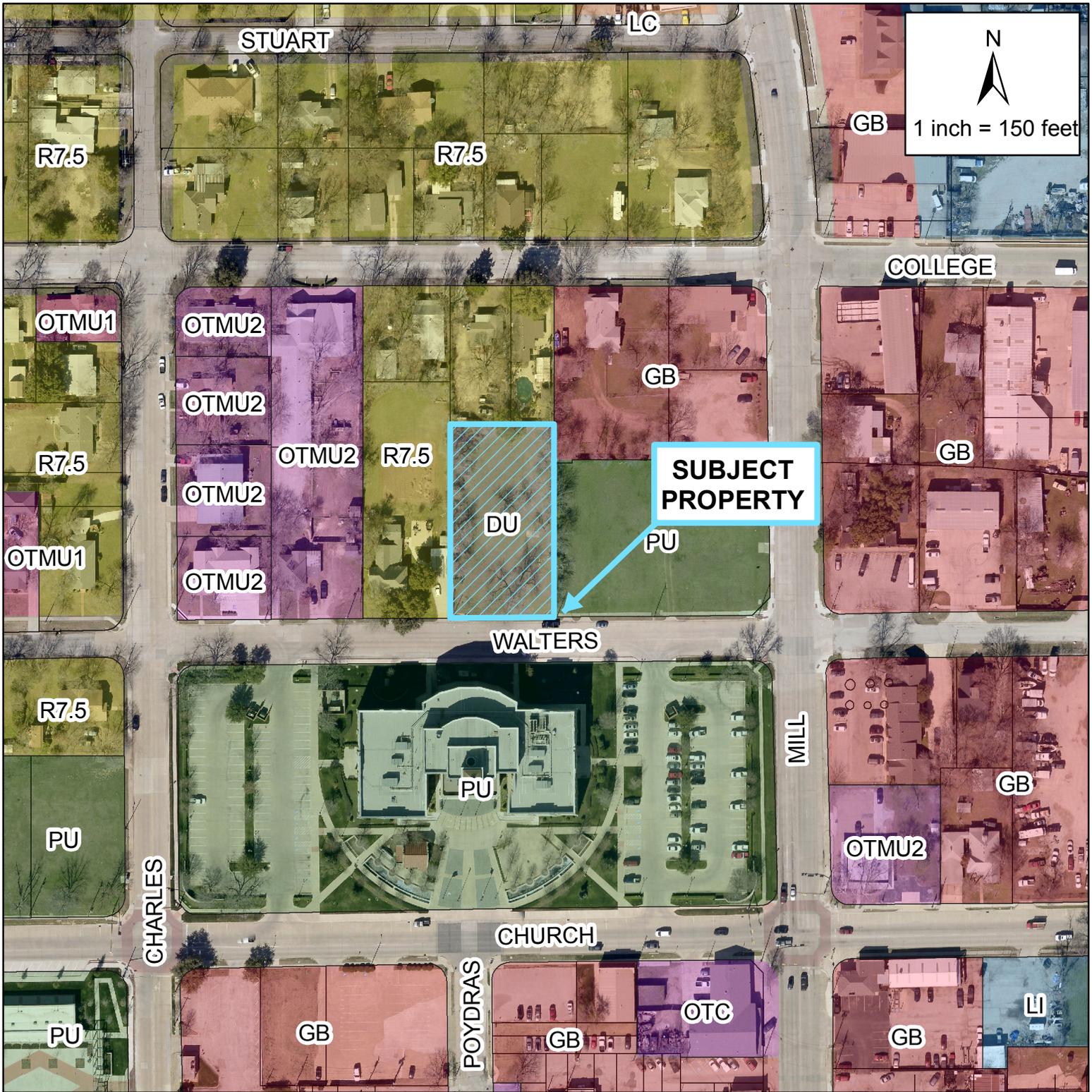
**MINUTES
PLANNING AND ZONING COMMISSION
DECEMBER 2, 2014**

Item 3:

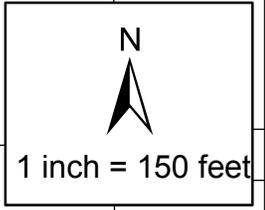
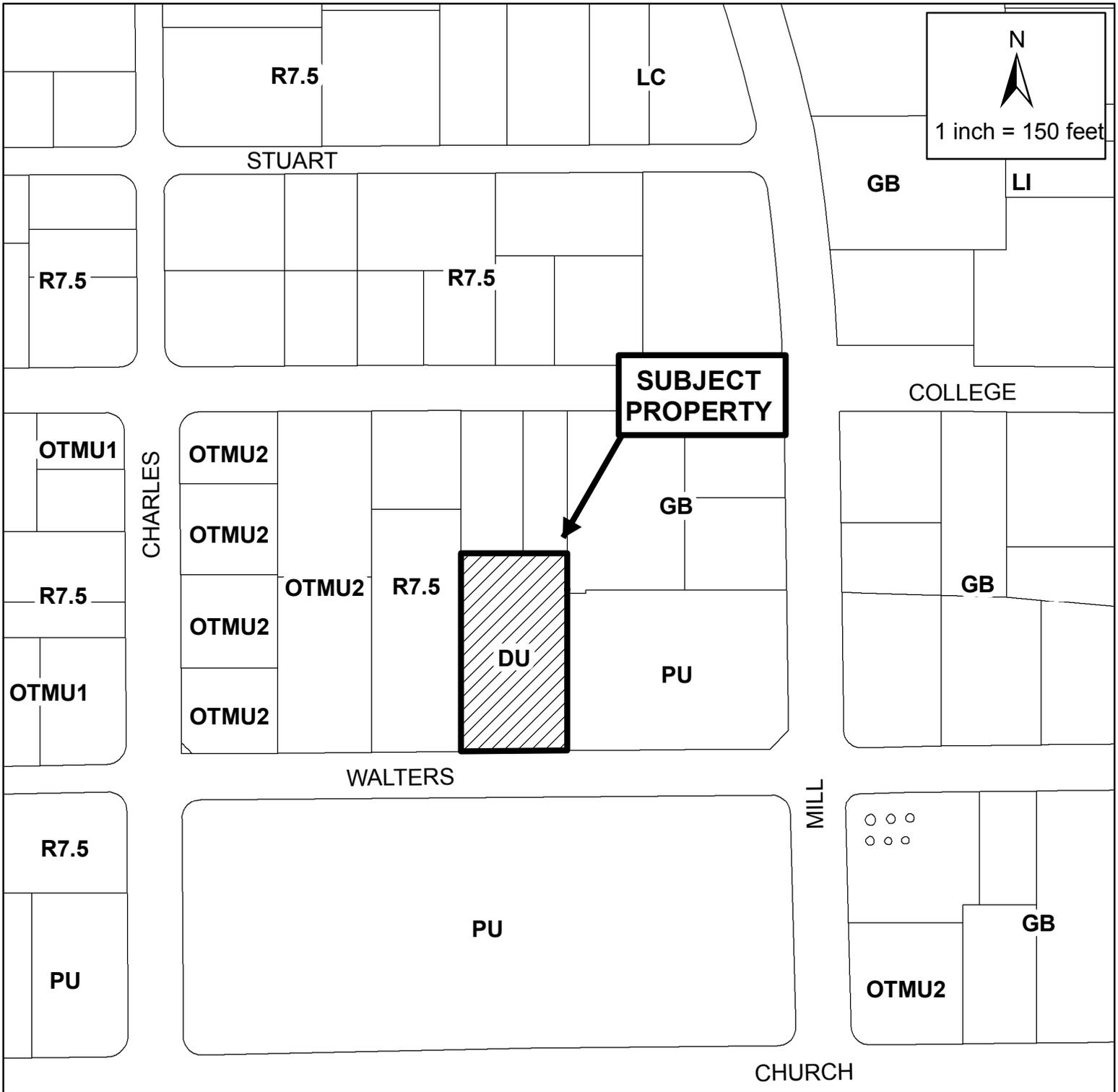
Public hearings for zoning cases were the next items on the agenda. There were five items for consideration.

- A. Consideration of a zone change request from Duplex (DU) to Old Town Mixed Use Two (OTMU-2) on 0.55 acres, located at 125 W. Walters Street; further identified as Original Town of Lewisville Addition, Block E, Lot 2 (W 113' of E 120' of S 40') and Lot 7 (W part). The request is being made by Todd Bradburry on behalf of Alexandra Pauline Properties, the property owner (Case No. PZ-2014-12-12)

Staff gave a brief description of the request, describing the property's location and proposed future use. The public hearing was then opened. There being no one present to speak, the public hearing was closed. Brandon Jones made a motion to approve, seconded by Kristin Green. The motion passed unanimously (6-0).

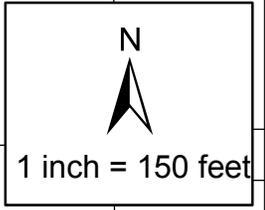
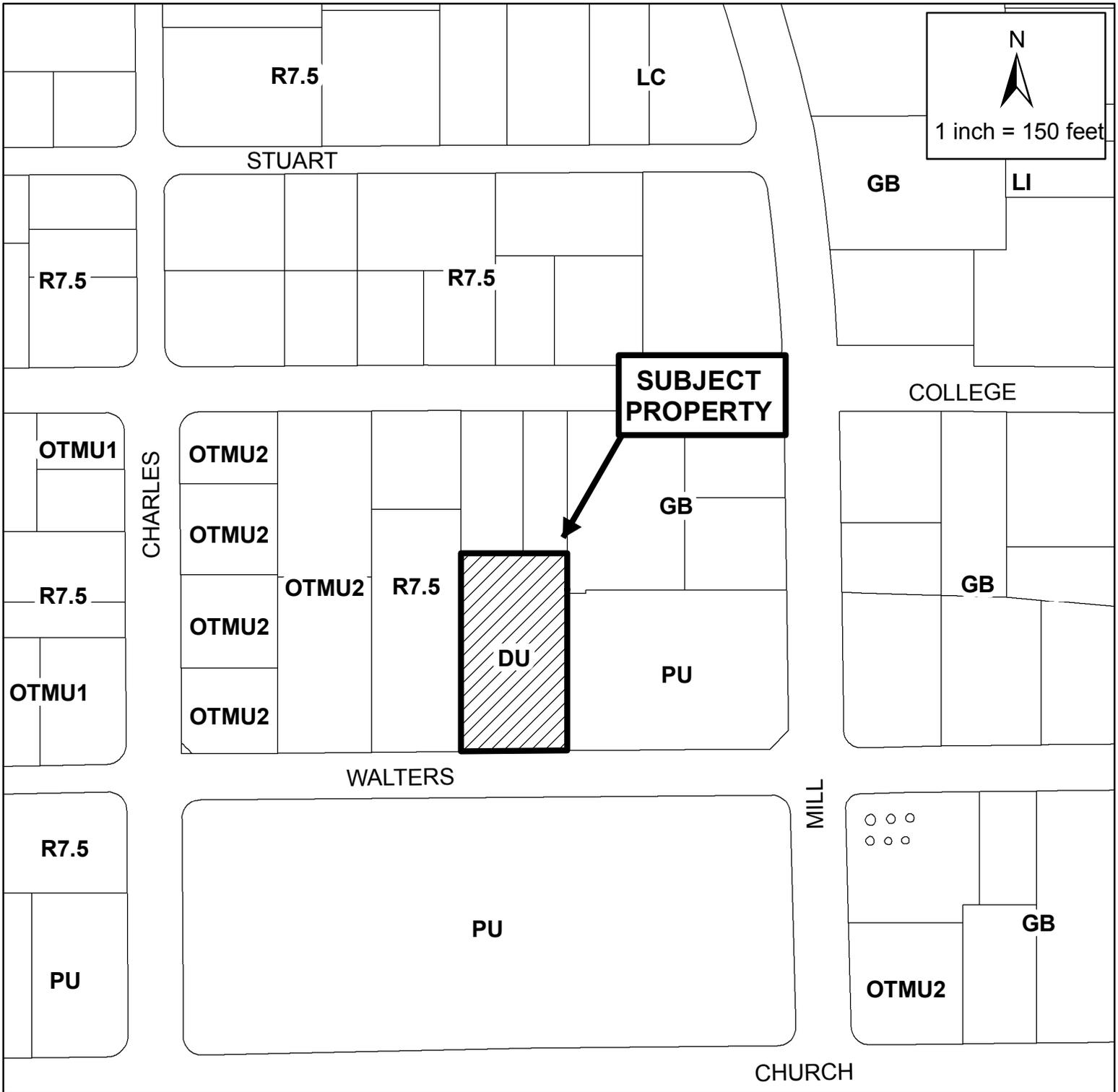


ZONING CASE #	PZ-2014-12-12
OWNER:	ALEXANDRA PAULINE PROPERTIES
APPLICANT/AGENT:	TODD BRADBURRY
PROPERTY LOCATION:	NORTH SIDE OF WEST WALTERS STREET, JUST WEST OF MILL STREET AT 125 W. WALTER STREET; FURTHER IDENTIFIED AS ORIGINAL TOWN OF LEWISVILLE, LOT 2 (W 113' OF E 120' OF S 40') AND LOT 7 (W PART), BLOCK E (0.55 ACRES)
CURRENT ZONING:	DUPLEX (DU)
PROPOSED ZONING:	OLD TOWN MIXED USE TWO (OTMU2)



**SUBJECT
PROPERTY**

ZONING CASE #	PZ-2014-12-12
OWNER:	ALEXANDRA PAULINE PROPERTIES
APPLICANT/AGENT:	TODD BRADBURRY
PROPERTY LOCATION:	NORTH SIDE OF WEST WALTERS STREET, JUST WEST OF MILL STREET AT 125 W. WALTER STREET; FURTHER IDENTIFIED AS ORIGINAL TOWN OF LEWISVILLE, LOT 2 (W 113' OF E 120' OF S 40') AND LOT 7 (W PART), BLOCK E (0.55 ACRES)
CURRENT ZONING:	DUPLEX (DU)
PROPOSED ZONING:	OLD TOWN MIXED USE TWO (OTMU2)



**SUBJECT
PROPERTY**

ZONING CASE #	PZ-2014-12-12
OWNER:	ALEXANDRA PAULINE PROPERTIES
APPLICANT/AGENT:	TODD BRADBURRY
PROPERTY LOCATION:	NORTH SIDE OF WEST WALTERS STREET, JUST WEST OF MILL STREET AT 125 W. WALTER STREET; FURTHER IDENTIFIED AS ORIGINAL TOWN OF LEWISVILLE, LOT 2 (W 113' OF E 120' OF S 40') AND LOT 7 (W PART), BLOCK E (0.55 ACRES)
CURRENT ZONING:	DUPLEX (DU)
PROPOSED ZONING:	OLD TOWN MIXED USE TWO (OTMU2)

SECTION 17-13. - "DU" DUPLEX RESIDENTIAL DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Duplex.
 - (2) Single-family attached dwellings, provided that no more than two (2) dwelling units are attached, and provided that no dwelling unit is constructed above another dwelling unit.
 - (3) Single-family dwellings.
 - (4) Church worship facilities.
 - (5) Buildings and uses owned or operated by public governmental agencies.
 - (6) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement (indoor or outdoor).
 - (7) Farms, nurseries or truck gardens, limited to the propagation and cultivation of plants, provided no retail or wholesale business is conducted on the premises, and provided further that no poultry or livestock other than household pets shall not be located closer to any property line than allowed by city's animal control ordinances.
 - (8) Real estate sales offices during the development of residential subdivisions, but not to exceed two (2) years.
 - (9) Schools, private, with full curriculum accredited by the State of Texas equivalent to that of a public elementary or high school.
 - (10) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (11) 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.
 - (12) A detached private garage with or without storeroom and/or utility room shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
 - (13) A carport shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
 - (14) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (15) Gas and oil drilling accessory uses (SUP required).
 - (16) 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.*
 - a. *Front yard.* There shall be a minimum front yard of twenty-five (25) feet for attached units and Duplex units. Detached units shall have a minimum front yard of twenty (20) feet, unless there is a front driveway, in which case the minimum front yard shall be twenty-five (25) feet.
 - b. *Side yard.* For attached units and Duplex units there shall be a minimum side yard of eight (8) feet, except on the side where the units are attached. For detached units on individual lots, the minimum side yard shall be six and one-half (6.5) feet.
 - c. *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet if there is no rear entry from an alley, and a depth of not less than twenty-five (25) feet if there is rear entry from an alley.
 - (2) *Size of lot.*
 - a. *Lot area.* Duplex units shall be constructed on lots with a minimum of nine thousand (9,000) square feet. Attached units shall be constructed on lots with a minimum of four thousand five hundred (4,500) square feet. Detached units shall be constructed on lots with a minimum of five thousand (5,000) square feet.

- b. *Lot width.* The minimum lot width for Duplex units shall be one hundred (100) feet at the front and rear building setback lines and eighty (80) feet at the front property line. The minimum width for all other lots shall be fifty (50) feet at the front and rear building setback lines and forty (40) feet at the front property line.
 - c. [Exception] Where a lot having less area or width than herein required existed in separate ownership upon the effective date of this ordinance, the above regulations shall not prohibit erection of a dwelling thereon.
- (3) *Minimum dwelling size.* The minimum floor area of each dwelling side in a Duplex or attached units shall be one thousand two hundred (1,200) square feet, exclusive of garages, breezeways and porches. The minimum floor area for all detached units shall be one thousand four hundred (1,400) square feet, exclusive of garages, breezeways and porches.
- (4) *Lot coverage.* In no case shall more than forty percent (40%) of the total lot area be covered by the combined area of the main buildings and accessory buildings.

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 and private clubs.
 - (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 850 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).
- (b) *Single-family detached and two-family requirements.*
- (1) *Maximum height.* No building shall exceed shall not 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 six and one-half (6.5) feet.
 - (5) *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet.
- (c) *Single-family attached and 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 single-family attached dwelling shall be one thousand two hundred (1,200) square feet. The minimum floor area of any multi-family dwelling shall be seven hundred fifty (750) 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 six and one-half (6.5) 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.
 - (6) *Density.* In no case shall the density of multi-family dwelling units per platted acre exceed forty (40) units per acre. Density shall be based on the size of the platted lot.
- (d) *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.
- (e) *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 into the street.

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 APPROXIMATELY 0.55 ACRES OF LAND LOCATED AT 125 WEST WALTERS STREET FROM DUPLEX (DU) DISTRICT ZONING TO OLD TOWN MIXED-USE TWO (OTMU2) DISTRICT 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 made the recommendation that the change of the zoning classification as requested on the 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 TWO (OTMU2) DISTRICT 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 Property shall be subject to all the applicable regulations contained in the 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 Property.

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 5TH DAY OF JANUARY, 2015.

APPROVED:

Dean Ueckert, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

WHEREAS ALEXANDRA PAULINE PROPERTIES CO. is the owner of all that certain lot, tract or parcel of land situated in the J. W. King Survey, Abstract Number 696, City of Lewisville, Denton County, Texas, and being that certain tract of land described by deed to Alexandra Pauline Properties Co., recorded in Volume 4174, Page 138, Deed Records of Denton County, Texas, and being part of Lots 2 and 7, Block E, Original Town of Lewisville, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Volume 75, Page 160, Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the southwest corner of Lot 1, Block A of Lewisville City One Addition, an addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof recorded under Instrument Number 2014-163, Plat Records of Denton County, Texas, same point being in the north right-of-way line of West Walters Street;

THENCE South 90 degrees 00 minutes 00 seconds West, with the north right-of-way line of West Walters Street, a distance of 115.00 to a 1/2 inch iron rod found for corner being the southeast corner of a tract of land described by deed to Stanford Allen, recorded in Volume 518, Page 444, Deed Records of Denton County, Texas;

THENCE North 00 degrees 19 minutes 45 seconds East, with the east line of said Allen tract, a distance of 210.50 feet to a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" set for corner being the southwest corner of a tract of land described by deed to Zusdubb, LLC., recorded under Instrument Number 2013-18691, Official Public Records of Denton County, Texas;

THENCE South 89 degrees 29 minutes 38 seconds East, passing the southeast corner of said Zusdubb tract, continuing on for a distance of 113.00 feet to a 1/2 inch iron rod found for corner being the southeast corner of a tract of land described by deed to Barbara J. Atkins, recorded under County Clerk's File Number 97-R0002940, Real Property Records of Denton County, Texas, same point being in the west line of a tract of land described by deed to 324 North Mill Street, LLC., recorded under Instrument Number 2009-113383, Official Public Records of Denton County, Texas;

THENCE South 00 degrees 13 minutes 03 seconds East, passing a 5/8 inch iron rod at 41.71 feet the southwest corner of said 324 North Mill Street, LLC tract and the northwest corner of said Lewisville City One Addition, continuing on for a total distance of 209.50 feet to the **POINT OF BEGINNING** and containing 0.550 acre of land, more or less.



R7.5

COLLEGE

SUBJECT
PROPERTY

OTMU2

GB

OTMU2

CHARLES

R7.5

MILL STREET

OTMU2

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PU

OTMU2

OTMU2

WALTERS

PU

CHURCH

WHEREAS ALEXANDRA PAULINE PROPERTIES CO. is the owner of all that certain lot, tract or parcel of land situated in the J. W. King Survey, Abstract Number 696, City of Lewisville, Denton County, Texas, and being that certain tract of land described by deed to Alexandra Pauline Properties Co., recorded in Volume 4174, Page 138, Deed Records of Denton County, Texas, and being part of Lots 2 and 7, Block E, Original Town of Lewisville, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Volume 75, Page 160, Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the southwest corner of Lot 1, Block A of Lewisville City One Addition, an addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof recorded under Instrument Number 2014-163, Plat Records of Denton County, Texas, same point being in the north right-of-way line of West Walters Street;

THENCE South 90 degrees 00 minutes 00 seconds West, with the north right-of-way line of West Walters Street, a distance of 115.00 to a 1/2 inch iron rod found for corner being the southeast corner of a tract of land described by deed to Stanford Allen, recorded in Volume 518, Page 444, Deed Records of Denton County, Texas;

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MEMORANDUM

TO: Donna Barron, City Manager

FROM: James Kunke, Community Relations and Tourism Director

DATE: January 5, 2015

SUBJECT: Approve a Contract with Cooksey Communications Inc. in the Amount of \$50,000 to Perform a Communications Audit and Brand Assessment.

BACKGROUND

Lewisville 2025 vision plan was adopted by City Council in July 2014. The plan was developed through a nine-month process that included extensive public input (more than 1,500 comments and suggestions) as well as discussion and direction from the 50-member Lewisville 2025 committee.

Much of that input and discussion related to public communication, including image-building, branding and general communication. All four Lewisville 2025 subcommittees listed enhanced public communication as a priority. As a result, one of the nine Big Moves that make up the Lewisville 2025 plan is dedicated specifically to “Communication & Marketing.”

Two priority action steps under that Big Move are to hire a professional firm to perform a comprehensive audit of the city’s communication efforts, and to retain a consultant to conduct a assessment of the effectiveness and impact of the city’s branding package.

Staff is bringing a contract for City Council approval that combines those two priority actions into a single study and report. The Irving-based firm Cooksey Communications Inc. is being recommended to perform that study and work with staff on implementation of its findings. Contract cost is \$50,000 plus reimbursable expenses. Funding is included in the 2014-15 budget.

ANALYSIS

A communications audit involves an intense examination of current tools and practices, assessing the effectiveness of those efforts and looking for areas of possible improvement. An audit also looks at future communication needs and attempts to identify opportunities for revising current efforts or using new tools and outlets to reach key audiences.

It is uncommon for cities to conduct a professional communications audit, with only a handful of North Texas cities having done so during the past five years. However, it is far more common in the corporate world where it is used as a way to stay current on message development and delivery and to ensure efficient use of communication staff and resources.

Cooksey Communications has been working with both public sector and private sector clients for the past 20 years. The company has conducted audits and developed strategic communications plans for a number of North Texas cities including Richardson, Irving and Wylie and has provided consulting services to the cities of Fort Worth, Grapevine, El Paso along with many other local government agencies.

Under the proposed agreement, Cooksey would work with the city to:

- Audit the city's existing communications structures, processes, materials and funding
- Analyze the city's internal and external communications efforts, including the city's marketing and advertising efforts and the city's current branding package
- Benchmark the city's communications efforts against those of five comparable cities
- Conduct interviews and research with key stakeholders to assess what's working well, and opportunities for improvement
- Analyze the results, and develop detailed recommendations as part of a comprehensive communications strategy and plan

The proposed timeline is five months.

(Months 1-3) Communications Audit – Determine the strengths and weaknesses of current communications programs and make recommendations based on identified audiences.

- Hold preliminary meetings with city staff to determine what is currently being done, what has been successful or not, and suggestions for the communications plan.
- Conduct up to 30 individual interviews, in conjunction with a series of focus groups, with key internal and external stakeholders to get feedback on communications objectives and challenges or concerns, target audiences and key opportunities for future marketing communications and/or media activities.
- Review structures, processes, content, strategies, staffing and funding for all existing communications materials and activities, including external, internal and branding.

(Months 2-3) Benchmarking – Conduct benchmarking research on five comparable municipalities' key communications strategies, structures, processes, staffing and funding, as well as their brand positioning, to identify opportunities for improvement in Lewisville's internal and external communications program.

(Months 3-4) Analysis and Development of Preliminary Recommendations – Based on the audit, interviews, and research activities listed above, draft a plan that details the communication program's strengths, weaknesses, opportunities for improvement and threats to success.

(Month 4-5) Plan Presentation – Present the plan to staff, followed by a formal presentation to the City Council.

An RFP was posted to BidSync and was downloaded by 13 companies, plus staff directly contacted four companies based on references from other cities. Cooksey Communications was the only firm that submitted a written proposal. However, based on the company's direct

Subject: Communications Audit Contract
January 5, 2015
Page 3

experience performing communications audits for other Texas cities, along with the company's expertise and reputation in the field, staff is comfortable with having just the one proposal. Cooksey Communications was recommended by two area cities (Richardson and Wylie) at the start of the RFP process and has by far the most experience among Texas firms with this type of work.

RECOMMENDATION

It is City staff's recommendation that the City Council approve a contract with Cooksey Communications Inc. as described in the caption above.

Professional Services Agreement - Communications Audit

THIS AGREEMENT (“Agreement”) is effective as of January 6, 2015, (the “Effective Date”) by and between Cooksey Communications, Inc., a Texas corporation (“Cooksey” or “Contractor”) whose address is 5525 N. MacArthur Blvd., Suite 530, Irving, Texas 75038; and City of Lewisville, a home-rule municipality (the “City”) whose address is 151 W. Church Street, Lewisville, Texas 75057.

The City desires to retain Cooksey as an independent contractor to provide consulting services related to the city’s current and future communications efforts. In the consideration of the fee and the mutual covenants contained in this Agreement, the City and Cooksey agree as follows:

1. **SERVICES.** Cooksey will provide services detailed as Option 2 on Page 6 of its proposal dated November 14, 2014 (attached hereto as Exhibit A and incorporated as if fully set forth herein), generally described as:

- a. Audit the city’s existing communications structures, processes, materials and funding
- b. Analyze the city’s internal and external communications efforts, including the city’s marketing and advertising efforts and the city’s current branding package
- c. Benchmark the city’s communications efforts against those of five comparable cities
- d. Conduct interviews and research with key stakeholders to assess what’s working well, and opportunities for improvement
- e. Analyze the results, and develop detailed recommendations as part of a comprehensive communications strategy and plan

2. **TERM OF SERVICES.** Services addressed in this Agreement are expected to take a period of five months for completion, with final acceptance of audit results and recommendations due to the City no later than 180 days after the Effective Date, understanding that adjustments to the timetable contained in Exhibit A can be made as needed if they are mutually agreed to by both parties.

2.1 Term of this Agreement is completed upon receipt and final acceptance of audit results and recommendations per the described timeline.

2.2 Either party may terminate this Agreement for any reason at any time upon thirty (30) days’ prior written notice to the other party.

3. **COMPENSATION.** The City shall pay Cooksey a consulting fee of \$50,000 for all services described in this Agreement.

3.1 The consulting fee will be paid in five monthly installments of \$10,000 each. Cooksey will submit a dated invoice on or after the first day of

each contract month (i.e. January, February, March, April and May of 2015) and the City will make payment within 30 calendar days of each invoice.

3.2 The final payment under this Agreement, scheduled for May 2015, will not be made until all deliverables described herein are received by the City and accepted as complete.

3.3 With each monthly invoice, Cooksey also may request reimbursement for reasonable expenses related to performing services described in this Agreement, including long-distance phone or fax charges, mileage reimbursement, copies exceeding 25 pages, and consumable materials. Any expense of \$400 or more must be approved, in writing, in advance by the City to be considered for reimbursement.

4. **CHANGE ORDERS.** Any changes to services under this Agreement that will result in a change to pricing or timeline described in the Agreement must be approved, in writing, by the City prior to the additional work being performed. Any work performed without the City's prior written consent will be at the sole expense of the Contractor.

5. **SUBCONTRACTORS.** If subcontractors are used, the subcontractor will be directed and supervised solely by the Contractor and the Contractor will be responsible for ensuring that the subcontractor is aware of and complies with all rules and requirements of the City.

6. **INSURANCE.** Throughout the Term, Contractor shall keep in force sufficient coverage to meet all provisions of Exhibit B, attached to this Agreement and incorporated as if fully set forth herein. All insurance must be reviewed and approved by the City prior to commencement of work.

7. **INDEMNITY.**

7.1 Unless otherwise required by law, the parties agree that the City has not waived its sovereign immunity by entering into this Agreement.

7.2 **Cooksey shall indemnify, hold harmless and defend the City, its officers, directors, employees, servants and agents (collectively "the City") and bear all costs as they incur for all loss, expense, damage, causes of actions, claims, liabilities, costs, expenses, or demands of whatever kind and nature, including judgments, interest and reasonable attorney's fees, which occur or arise directly or indirectly on account of any injury to, including the death of persons, and any loss of or damage to property caused by or arising out of this Agreement or the negligence or willful misconduct, act or omission of Cooksey, its agents or employees. Such indemnification of the City by Cooksey shall be effective unless such damage or injury results, in whole or in part, from the negligence or willful misconduct, acts or omissions of the City in**

which case liability shall be apportioned between the parties, 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.

8. **WORKERS COMPENSATION.** The Contractor shall abide by the requirements of Texas Administrative Code, Title 28, Rule §110.110 in regards to Workers Compensation.

9. **INDEPENDENT CONTRACTOR.** Cooksey is an independent contractor and is not an employee, partner, or co-venture of the City. The manner in which Cooksey's services are rendered shall be within Cooksey's sole control and discretion. Cooksey is not authorized to sign any sponsorship agreement on behalf of the City without prior review and approval by an officer of the City.

10. **PROTECTION OF RESIDENT WORKERS.** The City 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). Cooksey shall establish appropriate procedures and controls so no services under this Agreement will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Cooksey's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under this Agreement. The audit will be at the City's expense.

11. **IMMIGRATION REFORM AND CONTROL ACT.** The City supports the Immigration Reform and Control Act (8 U.S.C. §1324a)(IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. Cooksey 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 City may terminate a contract with Cooksey if the City determines that (a) Cooksey has been untruthful regarding IRCA violations in the preceding five (5) years; (b) if Cooksey fails to timely notify the City of an IRCA violation.

12. **ADA COMPLIANCE.** All goods and services provided to the City must be complaint with the Americans With Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Contractor will be require to certify compliance, if required under the law or otherwise required by the City.

13. **GOVERNING LAW/VENUE.** This Agreement is performable in Denton County, Texas, as is to be construed under the laws of the State of Texas. The parties

hereto consent that venue of any action brought under this Agreement shall be in Denton County, Texas, and such party's waive any objection to venue of any action brought under this Agreement in such county.

14. **NO ASSIGNMENT.** Either party cannot assign this Agreement without the prior written consent of the non-assigning party.

15. **NOTICES.** Notices to be provided under this Agreement are to be sent to the address specified below by FEDEX overnight delivery, courier, certified mail, return receipt requested, or by telecopy with a confirming copy to follow. Notices are deemed delivered when received. All items involved under paragraphs 4 through 7 above should be sent to the same address.

16. **CONFIDENTIALITY.** In order for Cooksey, to perform the services agreed to herein, it may be necessary for the City to provide Cooksey with confidential information regarding the City's business, design and products. The City will rely heavily upon Cooksey's integrity and prudent judgment to use this information only in the best interests of the City and to notify the City as to the cause and nature of the circumstances that create the need to use any confidential information provided to Cooksey. Furthermore, the City reserves the right to approve any or all requests to release information related to City business, design and products.

17. **STANDARD OF CONDUCT.** In rendering services under this Agreement, Contractor shall conform to the highest professional standards of work and business ethics. Contractor shall not use time, materials, or equipment of the City without the prior written consent of the City. In no event shall Contractor take any action or accept any assistance or engage in any activity that would result in any person, entity or organization acquiring any rights of any nature in the results of work performed by or for the City.

18. **SEVERABILITY.** 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 portion had never been contained herein.

19. **ENTIRE AGREEMENT.** This Agreement and its Exhibits contain the entire agreement of the parties with respect to the matters contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement shall be made except upon written agreement of both parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.

EXECUTED to be effective as of the Effective Date first written above.

COOKSEY COMMUNICATIONS

a Texas corporation
5525 N. MacArthur Boulevard, Suite 530
Irving, Texas 75038
Attn.: Colby Walton
Telephone: 972.580.0662, ext. 23
Federal ID# [75-2753398]
Email: colby@cookseypr.com

By: _____
Colby Walton
Senior Vice President

CITY OF LEWISVILLE

151 West Church Street
Lewisville, Texas 75057
Attn.: Donna Barron
Telephone: 972.219.3451
Email: dbarron@cityoflewisville.com

By: _____
Donna Barron
City Manager

EXHIBIT A
PROJECT PROPOSAL FROM COOKSEY COMMUNICATIONS INC.



November 14, 2014

City of Lewisville
Community Relations & Tourism Department
151 W. Church Street
Lewisville, Texas 75057

To the City of Lewisville:

Cooksey Communications is pleased to present this proposal to the City of Lewisville, as it seeks to conduct a comprehensive assessment of the city's current communications efforts and to evaluate them for effectiveness, implementation, potential revision and future opportunities.

Currently celebrating our 20th year in business, Cooksey's team of seasoned communications professionals has extensive experience in municipal communications, having conducted communications audits and developed strategic communications plans for many North Texas communities, including the cities of Richardson, Irving and Wylie, among others. In addition, we've gained valuable insights through our ongoing communications work with numerous other public sector and quasi-public organizations, in addition to our strategic communications work with many of the region's leading companies.

With this extensive experience, we believe that our firm would be an ideal partner for the City of Lewisville, and we pledge to deliver an analysis and recommendations that will ensure the city is communicating effectively, consistently and with strategically sound key messages.

Within this proposal, Cooksey proposes to work with the city for a period of 5 months to:

- Audit the city's existing communications structures, processes, materials and funding
- Analyze the city's internal and external communications efforts, including the city's marketing and advertising efforts and, if desired, the city's current branding package
- Benchmark the city's communications efforts against those of five comparable cities
- Conduct interviews and research with key stakeholders to assess what's working well, and opportunities for improvement
- Analyze the results, and develop detailed recommendations as part of a comprehensive communications strategy and plan

We look forward to having an opportunity to assist the City of Lewisville in developing a communications enhancement roadmap that will yield successful results for years to come.

ABOUT COOKSEY COMMUNICATIONS

Cooksey Communications Inc. is a Dallas/Fort Worth-based strategic communications firm that specializes in business-to-business, government/municipality, economic development and issues management clients, with specific expertise in civic communications, as well as stakeholder engagement for transportation, water resources and other infrastructure-related issues. One of the 10 largest independent public relations firms in the DFW Metroplex, Cooksey represents clients such as the City of Richardson; City of El Paso; City of Wylie; Fort Worth Chamber of Commerce; NTE Mobility Partners; Hillwood; and Devon Energy, among others.

Our experience in the civic arena is deep and broad, and includes extensive government, business, media and key influencer contacts throughout the state. As further evidence of our relevant expertise, Cooksey's professionals have been invited to make numerous presentations on emerging issues and municipal communications best practices to groups such as the Texas Association of Municipal Information Officers (TAMIO), North Texas City Managers Association and the Government Finance Officers Association of Texas.

Cooksey Communications is not only locally based and consistently ranked among the top public relations firms in the Metroplex, but we also have Women-Owned Business Enterprise (WBE) and Historically Underutilized Business (HUB) certifications (included in the appendices).

Of particular note in our company's history is our role in helping the City of Irving earn the prestigious Malcolm Baldrige National Quality Award, our nation's highest honor for performance excellence. The City of Irving is only the second city in America to earn this illustrious honor. Additionally, we helped Freese and Nichols leverage its Malcolm Baldrige National Quality Award to elevate brand visibility, drive business development and generate awareness of the firm's performance excellence practices.

Our seasoned team is highly adept at qualitative and quantitative research, strategic communications planning and corporate identity/branding work. For more information about Cooksey's relevant experience please see the section below, as well as the enclosed resumes for key personnel, corporate marketing materials and references.

EXAMPLES OF SIMILAR PROJECTS

Our representative work in the municipal government sector includes the following:

- **City of Richardson** – Cooksey was retained by the City of Richardson in 2008-09 to conduct a thorough audit of its communications structures, resources and activities, and to develop a strategic communications plan recommending best practices that the city could implement to improve its engagement of key stakeholders, both internally and externally. Cooksey's audit and planning process included interviews and focus groups with a variety of publics, a comprehensive review of the city's existing communications efforts and materials, and benchmarking against peer cities locally and nationally.

Results: Our plan recommended the creation of a formal Communications Department and the hiring of a Communications Director, steps which the city took action on almost immediately. In the months and years after the creation of the plan, Cooksey has continued to assist Richardson with the implementation of the plan recommendations, resulting in the city's reputation today for having one of the finest communications programs among its peer cities anywhere. The city consistently wins awards and accolades from municipal/marketing industry organizations, and key stakeholders report positively on the availability and quality of city-led communications. The city has also effectively delivered its key messages to a variety of audiences, ranging from employees and city residents to media, prospective businesses and residents, tourists and convention-goers. Cooksey continues to guide and support the city on these efforts.

- **City of Irving** – The City of Irving retained Cooksey to conduct a comprehensive communications audit and develop a strategic plan for the city in 2007-08. Cooksey worked with the city and its key stakeholders to conduct a thorough, months-long audit including a review of the city's communications structures, processes, staffing, budget and materials, and benchmarking against peer cities both in Texas and nationally. Cooksey developed a voluminous plan including a variety of strategic recommendations to improve virtually every facet of the city's overall communications program.

Results: Subsequently, the city retained Cooksey to assist with a number of key communications initiatives, many of which reflected the strategic recommendations included in the draft plan. These initiatives, implemented over the past few years, include a more proactive media relations and marketing campaign to promote the city's positive achievements, such as its win of the Malcolm Baldrige Award, and ongoing assistance with a variety of municipal issues.

- **City of Wylie** – The City of Wylie retained Cooksey to conduct a comprehensive communications audit and develop a strategic communications plan for the city in 2012-13. The process included a thorough audit of the city's existing communications structures, processes, materials staffing and funding, and benchmarking against peer cities. Cooksey delivered a plan to the City Council and subsequently provided amended recommendations to reflect the Council's newest priorities.

Results: The city has begun implementation of the strategic recommendations in the plan, including adding staffing – per Cooksey's recommendation – to support the city's communications team and enhance the volume and quality of proactive communications efforts. Cooksey continues to advise the city on its deployment of the plan strategies and to assist, as needed, with selective public relations opportunities. These efforts have significantly increased Wylie's visibility in key regional media, one of the city's primary objectives in undertaking the initial audit process.

Beyond those three primary examples, we have also provided strategic communications audit and planning services, as well as ongoing communications counsel and support, to many other governmental or quasi-public organizations. Notable examples include:

- City of Colleyville/Glade Road Project (partnering with TranSystems)
- City of El Paso
- City of Fort Worth
- City of Grapevine
- 35W Coalition
- Dallas Regional Mobility Coalition
- Fort Worth Chamber of Commerce
- Greater Irving-Las Colinas Chamber of Commerce
- Irving Boulevard Enhancement Study (partnering with EDAW)
- North Tarrant Express (partnering with NTE Mobility Partners)
- Region C Water Planning Group
- Richardson Economic Development Partnership
- Tarrant Regional Transportation Coalition
- Tower 55 Rail Reliever Study (partnering with Jacobs)

PROPOSED PROJECT APPROACH AND TIMELINE

The Cooksey team will collaborate with the City of Lewisville on the audit and analysis process, ultimately developing a set of strategic recommendations that provide a clear roadmap for enhancement of all city communications initiatives. It will also serve as an important accountability tool, allowing the City of Lewisville to measure performance and outcomes.

Our work will occur in several stages. The expected timeframe and focus areas are listed below:

(Months 1-3) Communications Audit – Through this audit, we determine the strengths and weaknesses of your current communications programs and make recommendations about how to make them work harder for the City of Lewisville. We come to know your audiences, how you're reaching them now and what vehicles are in place and their effectiveness. Some of the communications audit activities will include:

- Holding preliminary brainstorming and information-gathering meetings with the City Manager, Community Relations & Tourism Director and appropriate staff to determine what is currently being done, what has been successful or not, and what ideas the team would like to suggest for the communications plan.
- Conducting up to 30 individual interviews, in conjunction with a series of focus groups, with key internal and external stakeholders. The interviewees will be identified at the City's discretion, but may include: City Council members, department heads and staff, Chamber or Economic Development officials, citizen leaders, neighborhood association representatives, and business or civic leaders. The interviews/focus groups will seek

feedback on communications objectives and challenges or concerns, target audiences and key opportunities for future marketing communications and/or media activities.

- *NOTE: If the brand assessment is included in the final selected scope, this interview/focus group effort will be a more in-depth process that also examines brand attitudes, perceptions, opportunities and challenges*
- As an option, to provide further stakeholder insights, conducting a formal survey of the community, to gauge the perceived effectiveness of the City's communications vehicles, suggestions for improvement, as well as brand attitudes, perceptions, opportunities and challenges. Cooksey would help with the procurement of a third-party surveying firm with experience in the municipal arena. Cooksey would also review the City's recently conducted resident satisfaction survey results to determine what, if any, conclusions about its communications strategies and brand perceptions can be gleaned from those responses.
- Reviewing structures, processes, content, strategies, staffing and funding for all existing communications materials and activities, including:
 - External communications efforts (cable and video operations, online communications tools, printed materials, and interactive events and meetings)
 - Internal communications efforts (printed, digital, in-person, etc.)
 - Marketing and advertising efforts (general marketing of city programs and operations, tourism marketing, economic development marketing, marketing of city-operated festivals and special events, marketing of activities at the city's arts center, and marketing of Parks and Leisure Services Department activities)
 - The communications aspects and implications of various existing City plans and research, including the Vision 2025 Plan, I-35E Plan, Old Town Development Plan, Branding Plan and Brand Standards Guide, Communications Plan and Economic Development Plan.
 - *NOTE: If the brand assessment is included in the final selected scope, this review will also include close evaluation of the research conducted by the marketing and design firm that developed the city's current brand package, and a more thorough review of printed materials, vehicles and buildings incorporating the updated branding concept*

(Months 2-3) Benchmarking – At the same time that we are auditing your current communications activities and materials, Cooksey will conduct benchmarking research on five comparable municipalities' key communications strategies, structures, processes, staffing and funding, as well as their brand positioning, to identify opportunities for improvement in the City of Lewisville's own internal and external communications program. Cooksey is well-positioned to provide superior benchmarking counsel, having worked with many government agencies and municipalities, and having access to unique insights about what works and what's new, in terms of municipal communications best practices.

(Months 3-4) Analysis and Development of Preliminary Recommendations – The analysis and plan we deliver is the roadmap for improving your strategic communications program. Based on the audit, interviews, and research activities listed above, our plan details your communications program's strengths, weaknesses, opportunities for improvement and threats to success.

The communications plan will include detailed recommendations related to:

- Communications structures, processes, staffing and funding
- Identification and deployment of key messages in all content
- Improvements to current communications strategies
- New communications strategies for adoption
- Opportunities for media placements related to specific issues, events or initiatives
- Social media approach and content strategy for all digital communications
- Opportunities to create brand ambassadors, including employees, citizens and others
- Identification of award/accolade opportunities to help the City gain additional recognition and validation of its efforts
- Organizations for specific City staff and City Council members to participate in, to develop leadership roles and raise the City's brand visibility
- Budgetary implications and other resource needs
- Timeline/prioritization for implementation of recommended strategies
- Ongoing measurement tools to effectively gauge the progress of the city's efforts
- *NOTE: If included in the project scope, the recommendations would also include a formal written analysis of the current branding initiative, assessment of how effectively it reflects the attitudes, perceptions, opportunities and challenges facing the city, and suggestions for enhancement*

(Month 4-5) Plan Presentation – Cooksey expects to initially present the plan as part of a meeting with the City Manager, Community Relations & Tourism Director and other city leaders, followed by a formal presentation to the City Council. The plan will be delivered both in a bound, written format and as an electronic file.

Cooksey will also develop a set of preliminary recommendations that can be presented to the City Manager and City Council prior to the March 2015 budget retreat, to help the City with its planning for the 2015-16 budget and any high-priority communications strategies with potential budgetary implications.

FEE SCHEDULE

Option One (full scope of services outlined above, including contracting with a third-party surveying firm): **\$60,000 project fee**

Option Two (full scope, minus the stakeholder survey): **\$50,000 project fee**

For both options, project fees would be divided into equal, monthly installments, billed starting on the first project day, and every month thereafter. This proposal and the associated fee options shall be considered valid for a period of ninety (90) days from the proposal closing date. The above costs do not include additional expenses such as long-distance phone/fax, travel/mileage reimbursement, copies, and any additional materials-related costs. We will seek pre-approval from the client on any such expenditures in excess of \$500.

We greatly appreciate the opportunity to present this proposal to the City of Lewisville, and we hope to have the chance to deliver a strategic communications audit and plan that will drive the results you hope to achieve. We are confident that we would be a great fit for this project!

Sincerely,

Gail Cooksey
President
Cooksey Communications

EXHIBIT B
CITY OF LEWISVILLE INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

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

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

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

NOTE: The aggregate loss limit applies to each project.

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

minimum limits of \$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.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “Additional Insured” as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the City.
 - b. The vendor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor’s insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
 - d. The vendor’s insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured’s liability.
2. Workers’ Compensation and Employer’s Liability Coverage
The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
3. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
4. Professional Liability and / or Errors and Omissions

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

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

H. PROOF OF INSURANCE

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

MEMORANDUM

TO: Mayor Dean Ueckert
Mayor Pro Tem TJ Gilmore
Deputy Mayor Pro Tem R. Neil Ferguson
Councilman Leroy Vaughn
Councilman Rudy Durham
Councilman Greg Tierney

FROM: Donna Barron, City Manager
Trent Petty, City EDC Consultant

DATE: December 31, 2014

SUBJECT: **Approval of an Economic Development Agreement by and between the City of Lewisville and Digital Lewisville, LLC (Digital Realty); and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

Digital Realty purchased the Convergence Center in 2011, with the intent to continue to expand the footprint to accommodate data “pods” that are secured sites for housing server equipment. Digital’s intent is to keep existing tenants as it is more cost effective for the company to build new buildings in the open land areas as opposed to modifying existing space.

Digital Realty is a Real Estate Investment Trust (REIT), therefore, their primary business model is real estate and will be marketing their services not as internet providers, but as the necessary real estate for a secured site to tenants.

Digital Realty is currently constructing a location in Richardson that is nearing build out. Since their business practice routinely is to spend between 12 and 24 months marketing a new site, they are requesting the 380 Agreement be executed effective January 2015, so they have the next 12-24 months to pre-market the Lewisville site in order to begin construction as soon as the Richardson site is complete, which is anticipated to be 3-4 years from now. Digital may complete the Richardson site faster or slower, depending on market demand. They do not build speculatively, rather, pre-leasing the majority of the space in a building prior to beginning construction.

The timing of the phases is subject to market demand, with the projected Phase I to be completed no later than December 2019. Digital Realty will routinely build to suit entire buildings, and those phases could come at times differing from the proposed schedule, as well as in different locations within the Digital proposed site plan. The total investment by Digital Realty for both Real and Business Personal Property is expected to be in excess of \$510 million in new construction based on the projected phasing schedule provided. This projected phasing plan does

not completely build out the Digital land, therefore, build to suit projects could cause this number to rise significantly.

ANALYSIS

The ED Agreement reflects the terms that were presented to the Council earlier in the fall, specifically:

- the term of the agreement starts January 1, 2015;
- the agreement runs for 16 years for Owner:
 - years 1-10: 100% grant (the Initial Grant) of all Real Property Tax and Business Personal Property (\$400) on the value that exceeds the base year value (year 2011) prior to the sale to Digital Realty, for a 10 year period;
 - years 1-10: 100% grant of all Real and Business Property Tax on all new construction begun during this period, for a 10 year period from date of completion;
 - years 11-16: 50% grant of all Real and Business Property Tax on all new construction begun during this period, for a 10 year period from date of completion;
 - NO rebate of Sales Tax unless a qualified State Data Center.
- If construction of Phase I is not completed by year 5 of the agreement, then the City retains the right to terminate the agreement; or if substantial completion or extenuating circumstances are recognized, the City, at its sole discretion can extend that date.
- During the years prior to beginning construction, the City will escrow a portion of the Initial Grant until construction has commenced. If the Agreement terminates in 5 years due to lack of construction noted above, then the escrowed amounts will be returned to the City.
- If the Owner protests their Assessed Value, then the amount to be granted would be escrowed in a City account until a settlement is reached with the Denton County Appraisal District. The escrow would be released under the terms of this Agreement once a settlement is reached.

No sales tax revenues will be refunded under these terms for Digital Realty, unless a qualified Data Center meeting the State qualifications is presented. A State “Qualified Data Center” must meet the following to receive the State’s sales tax grant: 20 new qualified jobs; a capital investment of \$200 million over a 5-year period, and 100,000 square feet of a single building.

The Tenant Business Personal Property grant provisions of the 380 Agreement are tandem to Digital Realty's terms, however, the Tenant is not awarded a grant for Business Personal Property Tax unless they have provided for, and can provide evidence of, the location of sales tax situs in Lewisville.

- If the tenant cannot provide evidence of sales tax situs each year, then they are not eligible for any incentive.
- If the tenant cannot provide evidence of sales taxes exceeding the BPP taxes paid in a year, then the tenant is only eligible for the portion of the BPP tax grant that is equal to sales taxes paid.

No sales tax will be refunded under these terms for the Tenants, unless a qualified Data Center meeting the State qualifications is presented as stated above.

As part of the Agreement, Digital Realty has dedicated 20kW of space for the City secured server use without lease fee for the term of the grants being issued. The City will be responsible for equipment costs and utilities. City staff believe this amount of space will last the City approximately 10-15 years and will save City storage costs by approximately \$45,000 per year. The proposed construction schedule would also generate in excess of \$1 million in City fees over the life of the project.

Digital purchased the facility in 2011 and have made several upgrades to the existing facility, such as rebuilding the electrical "spine" infrastructure servicing current tenants. The value of these improvements made since 2011 are included as the initial grant and were part of the negotiations with Digital to encourage new construction to occur as quickly as possible.

At the end of 25 years under this agreement, the City will have collected approximately \$27 million under the proposed construction schedule. The total estimate for all additional revenues over a 25 year period under the proposed construction schedule is in excess of \$60M. As the abatements roll off at the end of the term, the city will realize an annual increase of 13% in property taxes in addition to sales tax revenues. Property tax revenues increase significantly in the later years as the grant payments expire. With the City retaining over 50% of all Real and BPP taxes over a 25 year modeling period, and the greater potential for Sales Tax Revenues, it is recommended that the Council Approve this 380 Agreement with Digital Realty. All revenue estimates are based on data provided by Digital Realty and various market assumptions.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the Economic Development Agreement, and authorize the City Manager to execute the contract.

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 Digital Lewisville, LLC (hereinafter referred to as “OWNER”).

WITNESSETH:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as “CHAPTER 380”), the City has adopted an economic development policy for making economic development grants (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 and employment base of the Lewisville area to the long-term interest and benefit of the City, in accordance with Chapter 380, the City desires to enter into this Agreement; and

WHEREAS, the Owner owns the real property described in Exhibit A attached hereto (the “PREMISES”) and intends to construct and renovate certain improvements in a series of one or more Phases (as defined herein), in order to develop a Data Center on the Premises. A preliminary phasing schedule is described in Exhibit B attached hereto for illustrative purposes and the parties acknowledge that the actual speed of development of the Data Center may be faster or slower and shall at all times be subject to market demand; and

WHEREAS, the Owner's development efforts described herein are for the benefit of the Owner that will create and retain permanent new jobs in the City; and

WHEREAS, the contemplated use of the Premises, the contemplated improvements and renovations to the Premises in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development in accordance with the purposes stated and are in compliance with the intent of Chapter 380 , 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 and renovations to the Premises sought are feasible and practicable and would be of benefit to the Premises and to the City after the expiration of this Agreement; and

NOW THEREFORE, the City, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment, 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 become effective on the date authorized by the City ("EFFECTIVE DATE") and shall continue in effect until December 31, 2030.

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.

“BUSINESS PERSONAL PROPERTY” (“BPP”) shall mean tangible personal property, equipment and fixtures, other than inventory or supplies, that are added to the Premises subsequent to the execution of this Agreement.

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

“DATA CENTER” shall mean all or part of a facility that may be composed of multiple businesses, users or tenants, that is or will be predominantly used to house working servers and that may have uninterruptible energy supply or generator backup power, or both, cooling systems, towers and other temperature control infrastructure. This may also be referred to as “Real Property Improvements.”

“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.

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

“PHASE(S)” shall mean the construction of one or more data halls (buildings) or pods to be constructed as part of the Data Center facility as generally shown on the preliminary phasing plan, attached hereto as “Exhibit B” and depicted on the Site Plan attached hereto as “Exhibit C”.

“PREMISES” shall mean that real property in the location described on the site plan and legal description attached hereto as “Exhibit A” and made a part hereof, and the improvements located thereon.

"QUALIFIED COLOCATION TENANT" means an entity that contracts with the Owner or an affiliate thereof, to occupy all or part of the computer Data Center for at least one megawatt of critical IT load per month for a period of two or more years and which designates the City of Lewisville as the situs for all purchases of Business

Personal Property which are installed in the Data Center for the purpose of computing sales taxes.

“QUALIFYING DATA CENTER” shall have the same meaning assigned by Section 151.359 of the TEX. TAX CODE, as amended.

“REQUIRED USE” shall mean the Owner’s continuous operation of a Data Center at the Premises, subject to temporary cessations of such operations as a result of a casualty or Force Majeure.

“STATE QUALIFYING TENANT” any party that contracts with Owner to locate at the Premises or any Phase thereof that qualifies to receive benefits under the Statute.

“STATUTE” shall mean Section 151.359 of the TEX. TAX CODE.

“TAXABLE ITEM” shall have the same meaning as assigned by Chapter 151, TEX. TAX CODE, as amended.

ARTICLE III

GENERAL PROVISIONS

3.1 The Owner has developed a preliminary site plan and specifications as referenced in Exhibit C attached hereto for a Data Center campus to be constructed on the Premises. The Data Center, which will include new construction as well as renovations to a portion of the existing facilities, shall be developed in one or more Phases and the parties acknowledge that the actual timing for development and final form of construction shall be subject to market demand.

The Owner intends to commence construction or renovation of the Real Property Improvements on the Premises or installation of Business Personal Property on the Premises on or before December 31, 2019. In the event Owner does not complete at least one Phase by

December 31, 2019, the City may in its sole discretion terminate this Agreement. In the event of Force Majeure or, if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of construction, renovation and installation of the Real Property Improvements, additional time may be granted by the City as may be required.

Owner shall use commercially reasonable efforts to market and develop the Premises during the term of this Agreement and complete such construction, renovation and installation of as many Phases as are practicable based upon market demand by December 31, 2030.

3.2 City agrees to openly support and endorse the Owner's competitive application to Denton County for a grant or other economic development incentives of the County taxes substantially similar to those benefits set out in this Agreement.

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

3.4 The Owner shall at all times be subject to applicable City taxation, including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies. This Agreement does not provide for tax abatements or exemptions.

3.5 During any period where grants are herein authorized, the City shall be entitled to 20kW of space within the Owner's Data Center for data center purposes free-of-charge unless: (1) less than 20kW of space physically exists; or (2) more than 20kW of space is available but is only part of a build-to-suit pod or data hall for a single tenant with security and/or operational standards that restrict multi-tenant use. The City shall be solely responsible for installing and maintaining City equipment within the space, connecting to City's bandwidth providers, the cost of any electricity and the cost of bandwidth provided by the City's bandwidth providers. At the time the City is ready to exercise this option, the City

and Owner will enter into a Data Center colocation agreement using Owner's standard form of agreement as reasonably amended by the City and agreed to by both parties.

3.6 Nothing herein shall prevent the Owner from protesting the Denton County Appraisal District's ("DCAD") valuation of property subject to this Agreement. When filing a protest, the Owner shall also send a copy to the City's Director of Finance. If a protest is pending when a grant payment comes due under this Agreement, the City shall not disburse a grant to the Owner if any amount of that grant payment may be affected by the protest. Instead, the City will place that grant payment in an escrow account controlled by the City until such time as the Owner produces evidence of a settlement or final ruling by DCAD, at which time the escrowed funds will be disbursed according to this Agreement.

3.7 Prior to commencement of construction on a Phase, Owner shall submit a final description and depiction of the proposed Phase to the City, which shall include the physical dimensions and layout of all buildings and other improvements that are part of the phase and may include the physical address, surveys, legal descriptions, elevations and a detailed site plan for the Phase. The final description and depiction of a Phase may deviate from the preliminary schedule of phases and the site plan attached to this Agreement.

3.8 Prior to commencement of construction on a Phase, Owner (working with the City), shall set up a separate account with DCAD for the Real Property Improvements and the Business Personal Property for each Phase. Prior to receipt of the Initial Grant, the Owner (working with the City) shall set up a separate account or code with DCAD that will couple all DCAD accounts for the Premises that exist on the Effective Date of this Agreement. The existing accounts for the Premises shall include the land for the entire Premises,

improvements existing on the Effective Date of this Agreement, and the Business Personal Property located in said existing improvements.

3.9 On January 1st of each year, Owner shall submit to the City an updated tenant list for each Phase.

ARTICLE IV

ECONOMIC DEVELOPMENT INCENTIVE

4.1 Annual Grants to Owner. Subject to the terms and conditions of this Agreement, the City hereby authorizes the following economic development grants:

(a) **Initial Grant.** Beginning on January 1, 2015 and ending on December 31, 2024 (10 years), the City hereby grants to Owner an economic development grant equal to those ad valorem property taxes exceeding \$213,645.23 that are assessed and paid by Owner to the City on the real property, existing improvements, and existing business personal property located on the Premises (as shown on a separate DCAD account established by Owner under Sec. 3.8 of this Agreement). This Initial Grant shall be paid annually on October 1st of each year, but prior to Owner's commencement of construction or renovation of the first Phase, a portion of the Initial Grant shall be placed in an escrow account that will be held for the Owner if and when Owner commences construction or renovation. The remainder of the Initial Grant not otherwise escrowed in accordance with the following schedule shall be paid directly to Owner:

2015: the City shall escrow 50% of the 2015 Initial Grant,

2016: the City shall escrow 75% of the 2016 Initial Grant,

2017: the City shall escrow 85% of the 2017 Initial Grant,

2018: the City shall escrow 90% of the 2018 Initial Grant.

2019: the City shall escrow 100% of the 2019 Initial Grant.

For purposes of this Initial Grant, the term “commences construction or renovation” shall mean the Owner has received a building permit for a Phase. In addition and regardless of commencement of construction or renovation, if the City fails to approve, deny, or return comments relating to Owner’s initial building permit application within 30 day of its submission, the City’s Director of Finance shall similarly be required to release the escrowed funds. If this Agreement is terminated by the City pursuant to Sec. 3.1 of this Agreement, all escrowed funds shall immediately be returned to the City, and the Owner shall have no claim to the funds.

(b) **New Phase Grants.** Grants shall also be provided for each new Phase as they are completed. For each Phase where the Owner commences construction on or before December 31, 2024, the Owner can qualify for an economic development grant equal to 100 percent (100%) of the increase in ad valorem property taxes assessed and paid on the Real Property Improvements and Business Personal Property in that Phase (as shown on a separate DCAD account established by Owner under Sec. 3.8 of this Agreement), which exceed the value of the same as of the date the Owner first established the DCAD account for that Phase (the “New Phase Grant”).

(c) **50% Grants.** For each Phase where the Owner commences construction between January 1, 2025 and December 31, 2030, the Owner can qualify for an economic development grant equal to fifty percent (50%) of the increase in ad valorem property taxes assessed and paid on the Real Property Improvements and Business Personal Property in that Phase (as shown on a separate DCAD account established by Owner

under Sec. 3.8 of this Agreement), which exceed the value of the same as of the date the Owner first established the DCAD account for that Phase (the “50% Grant”).

(d) The New Phase Grant and the 50% Grant shall be paid annually and be calculated per Phase on October 1st beginning the year the Owner receives a certificate of occupancy for all improvements completed in that Phase, and ending on the last date of the tenth (10th) calendar year following the year in which such certificate of occupancy is issued. Payment of a New Phase Grant and 50% Grant may extend past the Term of this Agreement. If the Owner commences construction but fails to obtain a certificate of occupancy for all improvements in a given Phase, neither the New Phase Grant nor the 50% Grant shall be distributed for that Phase, and the Owner shall lose its eligibility and automatically relinquish any claims to the grant funds for that Phase. For purposes of the New Phase Grant and 50% Grant, the date of Owner’s commencement of construction shall mean the date that the Owner is issued a building permit by the City so long as that building permit remains continuously active. If the building permit expires pursuant to Sec. 105.5 of the City’s Building Code, a new building permit shall be required, and the date of issuance of that new building permit shall become the date of Owner’s commencement of construction.

4.2 Annual Grant to Qualified Colocation Tenant. Subject to the terms and conditions of this Agreement and upon execution of a Tenant Agreement as attached hereto as Exhibit E, the City agrees to grant to each Qualified Colocation Tenant an economic development grant up to the amounts as defined immediately below.

(a) **Tenant Grant.** For Business Personal Property installed in a portion of Data Center on or before December 31, 2024, the City hereby agrees to grant to Qualified

Colocation Tenants an economic development grant equal to the yearly ad valorem taxes paid to the City by the Qualified Colocation Tenant on such Business Personal Property (the “Tenant Grant”). This Tenant Grant shall be paid on October 1st of each year beginning the date the Qualified Colocation Tenant begins installation of improvements in that portion of the Premises as described in the Colocation Tenants’ agreement with Owner, and ending on the last date of the tenth calendar year following the year in which such Qualified Colocation Tenant installation begins. The City may request any documentation from the tenant it feels is necessary to prove the date of installation.

(b) **Tenant 50% Grant.** For Business Personal Property installed in a portion of Data Center between January 1, 2025 and December 31, 2030, the City hereby agrees to grant to Qualified Colocation Tenants an economic development grant equal to fifty percent (50%) of the yearly ad valorem taxes paid to the City by the Qualified Colocation Tenant on such Business Personal Property (the “Tenant 50% Grant”). This Tenant 50% Grant shall be paid on October 1st of each year beginning the date the Qualified Colocation Tenant begins installation of improvements in that portion of the Premises as described in the Colocation Tenants’ agreement with Owner, and ending on the last date of the tenth calendar year following the year in which such Qualified Colocation Tenant installation begins. The City may request any documentation from the tenant it feels is necessary to prove the date of installation.

(c) Notwithstanding anything to the contrary, the Tenant Grant and the 50% Tenant Grant may be further restricted pursuant to the Tenant Agreement attached hereto as Exhibit E.

(d) The parties hereby agree that any such Qualified Colocation Tenant is considered an intended third party beneficiary of this Agreement and further that Owner may freely assign this portion of the Agreement to such Qualified Colocation Tenant, so long as Owner gives written notice of such assignment to City along with adequate proof that the assignee meets the criteria to be a Qualified Colocation Tenant under this Agreement and such Qualified Colocation Tenant agrees to be bound by the relevant terms of this Agreement.

4.3 State Qualifying Tenant Grant. In the event a Phase qualifies for state economic development incentives as a Qualifying Data Center in accordance with the Statute, in addition to the grant of incentives described in Sections 4.1 and 4.2 above, the City shall provide to the Owner and applicable State Qualifying Tenant, an additional economic development grant as follows.

(a) **State Match Grant.** The City shall provide to the Owner an amount equal to City's receipts from the State of Texas from the collection of the City's one percent (1%) sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code (it being expressly understood that the City's sales and use tax receipts are being used only as a measurement for its participation through the use of general funds), attributed to the collection of the City's one percent (1%) sales and use tax from the sale to and purchase by Owner of Taxable Items consisting of certain tangible personal property that is necessary and essential to the operation of a Qualified Data Center, as described in the Statute (the "State Match Grant").

(b) **State Tenant Match Grant.** The City shall provide to the State Qualifying Tenant an amount equal to City's receipts from the State of Texas from the collection of the

City's one percent (1%) sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code (it being expressly understood that the City's sales and use tax receipts are being used only as a measurement for its participation through the use of general funds), attributed to the collection of the City's one percent (1%) sales and use tax from the sale to and purchase by State Qualifying Tenant of Taxable Items consisting of certain tangible personal property that is necessary and essential to the operation of a Qualified Data Center, as described in the Statute (the "State Tenant Match Grant").

(c) The parties hereby agree that any State Qualifying Tenant is considered an intended third party beneficiary of this Agreement and further Owner may freely assign this portion of the Agreement to such State Qualifying Tenant, so long as Owner gives written notice of such assignment to City along with adequate proof that the assignee meets the criteria to be State Qualifying Tenant under the Statute and such State Qualifying Tenant Agrees to be bound by the relevant terms of this Agreement. The State Match Grant and State Tenant Match Grant shall be paid on October 1st of any qualifying year during the term of this Agreement.

ARTICLE V

AGREEMENT CONDITIONS

5.1 Owner Certification. Beginning in 2015, the Owner will coordinate with the Director of Finance to make an annual presentation to the governing body of the City as to its marketing measures and progress update regarding construction and marketing of the Data Center. The 2015 presentation will be scheduled to occur in the first quarter, thereafter, presentations will be scheduled to occur in January of each subsequent year until the

expiration of this Agreement. Owner must certify annually to the governing body of the City as to its progress of the stated performance measures described herein by submitting an Annual Compliance Report (Exhibit D1). The City may request any other documentation from the Owner that it feels is necessary to show compliance.

5.2 Tenant Certification. Each Qualified Colocation Tenant must certify annually to the governing body of the City as to its attainment of the stated performance measures described herein by submitting an Annual Compliance Report (Exhibit D2) and appropriate support documentation, no later than January 15th of each year after the issuance of the Certificate of Occupancy for each Phase and continuing until the expiration of the grants to the City's Director of Finance. The City may request any other documentation from the Tenant that it feels is necessary to show compliance.

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 in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
 - (d) by City, if Owner suffers an Event of Bankruptcy; and
 - (e) by City, if any taxes or assessments owed to the City or the State of Texas by Owner shall become delinquent and not cured within sixty

(60) days after written notice thereof (provided, however the Owner retains the right to timely and properly protest and contest any such taxes or assessments).

6.2 Termination. In the event the Agreement is terminated by the City pursuant to Section 6.1(c), (d), or (e), the Owner shall, as the sole remedy, be ineligible for further tax grants pursuant to this Agreement.

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: Director of Finance
151 W. Church Street
P.O. Box 299002
Lewisville, Texas 75057

For Owner by notice to:

Digital Lewisville, LLC
Attn: Bryan Marsh, Vice President - Portfolio Management
2323 Bryan Street, Suite 1800
Dallas, Texas 75201

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.

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

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

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

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

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

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

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

7.14 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.

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

7.16 This Agreement shall be considered drafted equally by both the City and Owner.

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

Donna Barron, City Manager

Date: _____

ATTEST:

Julie Heinze, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

OWNER:

DIGITAL LEWISVILLE, LLC,

A DELAWARE LIMITED LIABILITY COMPANY

**BY: DIGITAL REALTY TRUST, L.P.,
ITS MEMBER**

**BY: DIGITAL REALTY TRUST, INC.,
ITS GENERAL PARTNER**

By: _____

Name: Bryan Marsh _____

Title: Vice President _____

EXHIBIT A
Legal Description

Doc-17949

EXHIBIT A

LEGAL DESCRIPTION

Situated in the City of Lewisville, Denton County, Texas and being in the B. Hunter Survey, Abstract No. 554, the P. Harmonson Survey, Abstract No. 604, the H.H. Smith Survey, Abstract No. 1576 and the R. Thompson Survey, Abstract No. 1274 and being all of Lot 1RA, Block A of the Texas Instruments Addition, an addition to the City of Lewisville, according to the Replat thereof, recorded on February 9, 2012 in Document No. 2012-26 of the Plat Records of Denton County, Texas, and said Lot 1RA, Block A being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found for the interior corner of said Texas Instruments Addition, Lot 1RA, Block A, said point being the Northeast corner of a called 62.037 acre tract described in a deed to Valley Parkway Association and recorded in Volume 1383, Page 818 of the Deed Records of Denton County, Texas, said iron rod having a red plastic cap stamped "RPLS 4701" (hereinafter referred to as "with cap");

THENCE: North 89 deg. 16 min. 13 sec. West, a distance of 212.96 feet along the common line of said Texas Instruments Addition and said 62.037 acre VPA tract to a 1/2 inch iron rod with cap, found for corner;

THENCE: North 88 deg. 21 min. 16 sec. West, a distance of 237.44 feet along the common line of said Texas Instruments Addition and said 62.037 acre VPA tract to a 1/2 inch iron rod with cap stamped "Goodwin & Marshall", found for the most Northerly Southwest corner of said Texas Instruments Addition, said point also being in the East right-of-way line of Edmonds Lane (variable width right-of-way) and being in a curve to the right, having a radius of 237.50 feet, a delta angle of 09 deg. 02 min. 27 sec. and an arc length of 37.48 feet;

THENCE: along the West line of said Texas Instruments Addition and the East right-of-way line of said Edmonds Lane as follows:

THENCE: in a Northerly direction with said curve to the right, having a chord that bears North 07 deg. 52 min. 44 sec. East - 37.44 feet, to a 1/2 inch iron rod with cap, found for corner at the beginning of a curve to the left, having a radius of 262.50 feet, a delta angle of 12 deg. 34 min. 44 sec. and an arc length of 57.63 feet;

THENCE: with said curve to the left, having a chord that bears North 06 deg. 06 min. 35 sec. East - 57.51 feet, to a 1/2 inch iron rod with cap, found for corner;

THENCE: North 00 deg. 10 min. 47 sec. West, a distance of 144.99 feet to a 1/2 inch iron rod with cap, found for corner;

THENCE: North 45 deg. 10 min. 47 sec. West, a distance of 16.97 feet to a 1/2 inch iron rod with cap, found for corner;

THENCE: North 00 deg 10 min 47 sec West, a distance of 1,421.54 feet to a 1/2 inch iron rod with cap, found for corner at the beginning of a curve to the right, having a radius of 237.50 feet, a delta angle of 12 deg 34 min 43 sec and an arc length of 52.14 feet;

THENCE: with said curve to the right, having a chord that bears North 06 deg 06 min 35 sec East - 52.04 feet, to a 1/2 inch iron rod with cap, found for corner at the beginning of a curve to the left, having a radius of 262.50 feet, a delta angle of 12 deg 34 min 44 sec. and an arc length of 57.63 feet;

THENCE: with said curve to the left, having a chord that bears North 06 deg 06 min 35 sec East - 57.51 feet, to a 1/2 inch iron rod with cap, found for corner;

THENCE: North 00 deg. 10 min. 47 sec West, a distance of 157.50 feet to a 1/2 inch iron rod with cap, found for corner;

THENCE: North 44 deg. 00 min. 38 sec. West, a distance of 2.87 feet to a 1/2 inch iron rod with cap, set for the Northwest corner of said Lot 1RA, Block A and same being the Southwest corner of Lot 4, Block A of said Texas Instruments Addition;

THENCE: departing from the West line of said Texas Instruments Addition and said Edmonds Lane, along the common line of said Lots 1RA and 4, Block A as follows:

THENCE: North 89 deg. 38 min. 36 sec East, a distance of 571.01 feet to a 1/2 inch iron rod with cap, set for corner at the beginning of a curve to the left, having a radius of 470.00 feet, a delta angle of 14 deg 08 min. 18 sec. and an arc distance of 115.98 feet;

THENCE: with said curve to the left, having a chord that bears North 82 deg 34 min 27 sec. East, - 115.68 feet, to a 1/2 inch iron rod with cap, set for corner at the end of said curve;

THENCE: North 75 deg. 30 min 18 sec East, a distance of 118.05 feet to a 1/2 inch iron rod with cap, set for corner at the beginning of a curve to the right, having a radius of 530.00 feet, a delta angle of 18 deg 59 min. 39 sec. and an arc distance of 175.70 feet;

THENCE: with said curve to the right, having a chord that bears North 85 deg. 00 min 07 sec: East - 174.90 feet, to a 1/2 inch iron rod with cap, set for corner at the end of said curve;

THENCE: South 85 deg. 30 min 03 sec East, a distance of 327.66 feet to a 1/2 inch iron rod with cap, set for an inside ell corner of said Lot 1RA, Block A and same being the Southeast corner of said Lot 4, Block A;

THENCE: North 04 deg. 22 min. 01 sec. East, a distance of 281.09 feet to a 1/2 inch iron rod with cap, set for corner ;

THENCE: North 36 deg 48 min 02 sec West, a distance of 11.51 feet to a 1/2 inch iron rod with cap, set for the most Northerly Northwest corner of said Lot 1RA, Block A and the

Northeast corner of said Lot 4, Block A, on the South line of a Deceleration Lane as dedicated for F.M. Highway 3040 (variable width right-of-way) by the above described Replat recorded in Document No. 2012-26 and said point being in a non-tangent curve to the right, having a radius of 1,086.09 feet, a delta angle of 04 deg 32 min 47 sec and an arc distance of 86.18 feet;

THENCE: along the common line of said Lot 1RA, Block A and said dedicated Deceleration Lane for F.M. Highway 3040 and with said curve to the right, having a chord that bears South 75 deg 24 min 56 sec East - 86.16 feet to a 1/2 inch iron rod with cap, set for the most Northerly Northeast corner of said Lot 1RA, Block A and same being the Northwest corner of Lot 3, Block A of said Texas Instruments Addition;

THENCE: departing from said dedicated Deceleration Lane of F.M. Highway 3040 and along the common line of said Lots 1RA and 3, Block A as follows:

THENCE: South 55 deg 33 min 53 sec West, a distance of 9.26 feet to a 1/2 inch iron rod with cap, set for corner;

THENCE: South 04 deg 22 min 01 sec West, a distance of 268.83 feet to a 1/2 inch iron rod with cap, set for an inside ell corner of said Lot 1RA, Block A and same being the Southwest corner of Lot 3, Block A;

THENCE: South 85 deg 30 min 03 sec East, a distance of 620.81 feet to a 1/2 inch iron rod with cap, set for the Southeast corner of said Lot 3, Block A and being on the South Right-of-way line of the above mentioned F.M. Highway 3040;

THENCE: continuing along with the North line of said Lot 1RA, Block A of said Texas Instruments Addition and the South right-of-way line of said FM Highway 3040 as follows;

THENCE: South 00 deg 28 min 58 sec West, a distance of 101.75 feet to a 1/2 inch iron rod found for corner;

THENCE: North 89 deg 33 min 21 sec East, a distance of 230.49 feet to a 1/2 inch iron rod with cap, set for the Southwest corner of a Deceleration Lane as dedicated for said F.M. Highway 3040, by the above described Replat;

THENCE: South 68 deg 43 min 59 sec East, along the common line of said Lot 1RA, Block A and said dedication, a distance of 77.84 feet to a 1/2 inch iron rod with cap, set for corner;

THENCE: South 74 deg 57 min 32 sec East, continuing along the common line of said Lot 1RA, Block A and said dedication, a distance of 57.52 feet to a 1/2 inch iron rod with cap, set for corner;

THENCE: South 82 deg 47 min 46 sec East, continuing along the common line of said Lot 1RA, Block A and said dedication, a distance of 85.71 feet to a 1/2 inch iron rod with cap, set for corner;

THENCE: North 69 deg. 31 min 24 sec East, continuing along the common line of said Lot 1RA, Block A and said dedication, a distance of 25.83 feet to a 1/2 inch iron rod with cap, set for corner at the Northeast corner of said dedication and the South line of said F.M. Highway 3040;

THENCE: departing from said Deceleration Lane dedication and continuing along the common line of said Lot 1RA, Block A and said F.M. Highway 3040 as follows:

THENCE: South 82 deg. 47 min 46 sec East, a distance of 71.46 feet to a STHD&PT concrete right-of-way monument with brass disk found for corner;

THENCE: North 89 deg. 00 min 21 sec East, a distance of 430.45 feet to a STHD&PT concrete right-of-way monument with brass disk found for corner;

THENCE: South 49 deg. 04 min 42 sec East, a distance of 14.59 feet to a 1/2 inch iron rod with cap, found for corner from which a STHD&PT concrete right-of-way monument found with brass disk, bears North 85 deg. 23 min 16 sec East - 9.67 feet;

THENCE: North 89 deg. 02 min 36 sec East, a distance of 280.73 feet to a STHD&PT concrete right-of-way monument with brass disk found for corner;

THENCE: South 53 deg. 52 min 51 sec East, a distance of 125.78 feet to a STHD&PT concrete right-of-way monument with brass disk found for corner;

THENCE: North 89 deg. 24 min 00 sec East, a distance of 99.60 feet to a STHD&PT concrete right-of-way monument with brass disk found for the most Easterly Northeast corner of said Lot 1RA, Block A, on the West right-of-way line of State Highway 121 (variable width right-of-way);

THENCE: in a Southerly direction, with the common line of said Lot 1RA, Block A and said State Highway 121 as follows;

THENCE: South 03 deg. 33 min 33 sec East, a distance of 55.24 feet to a 5/8 inch iron rod found for corner;

THENCE: South 03 deg. 08 min 09 sec East, a distance of 201.39 feet to a STHD&PT concrete right-of-way monument with brass disk found for corner;

THENCE: South 04 deg. 41 min 17 sec West, a distance of 529.08 feet to a 1/2 inch iron rod with cap found for corner from which a STHD&PT concrete right-of-way monument found with brass disk, bears South 08 deg. 48 min 44 sec West - 11.45 feet and said iron rod also being the beginning of a curve to the right, having a radius of 521.93 feet, a delta angle of 43 deg. 45 min. 54 sec. and an arc length of 398.67 feet;

THENCE: with said curve to the right, having a chord that bears South 26 deg. 34 min 14 sec West - 389.05 feet to a 1/2 inch iron rod with cap, found for corner at the end of said curve from

which a STHD&PT concrete right-of-way monument found with brass disk, bears North 45 deg 11 min. 01 sec East - 17 16 feet;

THENCE: South 48 deg 27 min 11 sec West, a distance of 453 61 feet to a STHD&PT concrete right-of-way monument with brass disk found for corner;

THENCE: South 56 deg 17 min 21 sec West, a distance of 1,071 81 feet to a 1/2 inch iron rod with cap, found for corner on edge of asphalt entry drive;

THENCE: South 57 deg. 39 min 18 sec West, a distance of 472.79 feet to a concrete STHD&PT right-of-way monument found for corner at the beginning of a curve to the left, having a radius of 5,779 58 feet, a delta angle of 02 deg. 20 min 41 sec. and an arc length of 236 52 feet;

THENCE: with said curve to the left, having a chord that bears South 56 deg. 44 min 42 sec. West - 236.50 feet to a 1/2 inch iron rod with cap, found for corner;

THENCE: North 60 deg. 22 min 49 sec West, a distance of 92 00 feet to a 1/2 inch iron with cap, rod found for corner;

THENCE: North 87 deg. 43 min 55 sec West, a distance of 20 00 feet to a 1/2 inch iron with cap, rod found for corner;

THENCE: South 27 deg. 47 min 25 sec West, a distance of 179 50 feet to a 1/2 inch iron rod with cap, found for corner, said point being in a curve to the left, having a radius of 5,794 58 feet, a delta angle of 02 deg. 03 min 39 sec. and an arc length of 208 42 feet;

THENCE: with said curve to the left, having a chord that bears South 52 deg. 24 min. 53 sec West - 208 41 feet to a 1/2 inch iron rod with cap, found for corner;

THENCE: South 38 deg. 36 min 56 sec East, a distance of 15 00 feet to a 1/2 inch iron rod with cap, found for corner, said point being in a curve to the left, having a radius of 5,779 58 feet, a delta angle of 01 deg. 00 min. 20 sec. and an arc length of 101 43 feet;

THENCE: with said curve to the left, having a chord that bears South 50 deg. 52 min. 54 sec. West - 101.43 feet to a 1/2 inch iron rod with cap, found for corner;

THENCE: South 58 deg. 19 min 36 sec West, a distance of 102 10 feet to a 1/2 inch iron rod found for corner, said point being in a curve to the left, having a radius of 5,794 58 feet, a delta angle of 02 deg. 35 min. 08 sec. and an arc length of 261 49 feet;

THENCE: with said curve to the left, having a chord that bears South 48 deg. 05 min. 10 sec. West - 261 47 feet to a 1/2 inch iron rod with cap, found for corner, said point being in the Northeast right-of-way line of the above mentioned Edmonds Lane;

THENCE: South 86 deg 00 min 00 sec West, a distance of 39.20 feet along the Northeast right-of-way line of said Edmonds Lane to an "X" found in concrete sidewalk for corner;

THENCE: North 58 deg 57 min 49 sec West, a distance of 46.66 feet along the Northeast right-of-way line said Edmonds Lane to a PK Nail found for corner at the beginning of a curve to the right, having a radius of 1,339 00 feet, a delta angle of 11 deg 12 min 52 sec. and an arc length of 262.08 feet;

THENCE: with said curve to the right, having a chord that bears North 53 deg 19 min 20 sec West - 261.66 feet along the Northeast right-of-way line of said Edmonds Lane to a 1/2 inch iron rod with cap, found for corner, said point being in the East line of the above mentioned 62 037 acre tract;

THENCE: North 00 deg 50 min 41 sec. East (Reference Bearing), a distance of 1,066.11 feet along the most Southerly West line of said Lot 1RA, Block A of Texas Instruments Addition and the East line of said 62 037 acre tract to the POINT OF BEGINNING and containing 173 796 acres of land, **SAVE & EXCEPT** that certain 5 477 acre tract known as Lot 2, Block A of said Texas Instruments Addition, conveyed by BREF CONVERGENCE, LP to TEXAS INSTRUMENTS INCORPORATED and recorded in Document No. 2008-69887 of the Deed Records of Denton County, Texas, **LEAVING A NET TOTAL of 168.319 acres of land** and being that same tract of land shown as Lot 1RA, Block A of the Texas Instruments Addition, an addition to the City of Lewisville according to the Replat thereof recorded in Document No 2012-26 of the Plat Records of Denton County, Texas

EXHIBIT B

Preliminary Schedule of Phases

The preliminary phasing schedule described below is included for illustrative purposes and the parties acknowledge that the actual speed of development of the Data Center may be faster or slower and shall at all times be subject to market demand.

Land Owner Real Property Improvements

	Absorption Year	Sq Foot
Phase 1 - Building 1	4	150000
Phase 2 - Building 2	5	180000
Phase 2 - Building 3	6	180000
Phase 3 - Building 4	8	180000
Phase 3 - Building 5	10	180000
Phase 4 - Building 6	12	240000
Phase 5 - Building 7	14	120000
Phase 5 - Building 8	15	120000

Land Owner Pod Build Out

	Absorption Year	Pods
Phase 1 - Building 1 - Pods 1-5	4	5
Phase 2 - Building 2 - Pods 1-5	5	5
Phase 2 - Building 2 - Pods 6-9	6	4
Phase 2 - Building 3 - Pod 1	6	1
Phase 2 - Building 3 - Pods 2-6	7	5
Phase 3 - Building 3 - Pods 7-9	8	3
Phase 3 - Building 4 - Pods 1-2	8	2
Phase 3 - Building 4 - Pods 3-7	9	5
Phase 3 - Building 4 - Pods 8-9	10	2
Phase 3 - Building 5 - Pods 1-3	10	3
Phase 3 - Building 5 - Pods 4-8	11	5
Phase 4 - Building 5 - Pods 9	12	1
Phase 5 - Building 6 - Pods 1-4	12	4
Phase 4 - Building 6 - Pods 5-9	13	5
Phase 5 - Building 6 - Pods 10-12	14	3
Phase 5 - Building 7 - Pods 1-2	14	2
Phase 5 - Building 7 - Pods 3-6	15	4
Phase 5 - Building 8 - Pod 1	15	1
Phase 5 - Building 8 - Pods 2-6	16	5

EXHIBIT C

Site Plan

page 1 of 4

CONFIDENTIAL AND PROPRIETARY

PHASE TWO

Phase Two will establish the West Campus as solely a data center campus by creating a secure formal main entrance off Edmonds Lane. The new canopy-covered, gated entrance orients the visitor to a vegetated, pedestrian-friendly boulevard framed by the glazed office space of two opposing 9 pod buildings which take advantage of the terraced and tree-lined landscape. This space establishes the focal point and identity of the data center campus amenity. A ring road is established to control truck traffic as well as provide a means to locate the necessary infrastructure for current and future data buildings. The relocated streambed is meided into a landscape feature that signifies the center of the west campus and provides an aesthetic focal point for the surrounding office spaces. This also provides a vegetated connection to the on-site wooded area that has walking paths and areas of respite. This will become an attribute that many health conscious corporations are looking for when considering their business location. The existing large areas of parking will be retained for use by the current customers pending the outcome of future security discussions and would reside outside of the newly created secure perimeter.



Exhibit C

DIGITAL REALITY - DIGITAL CONVERGENCE | Section 04 | MASTER PLANNING | C.Phasing

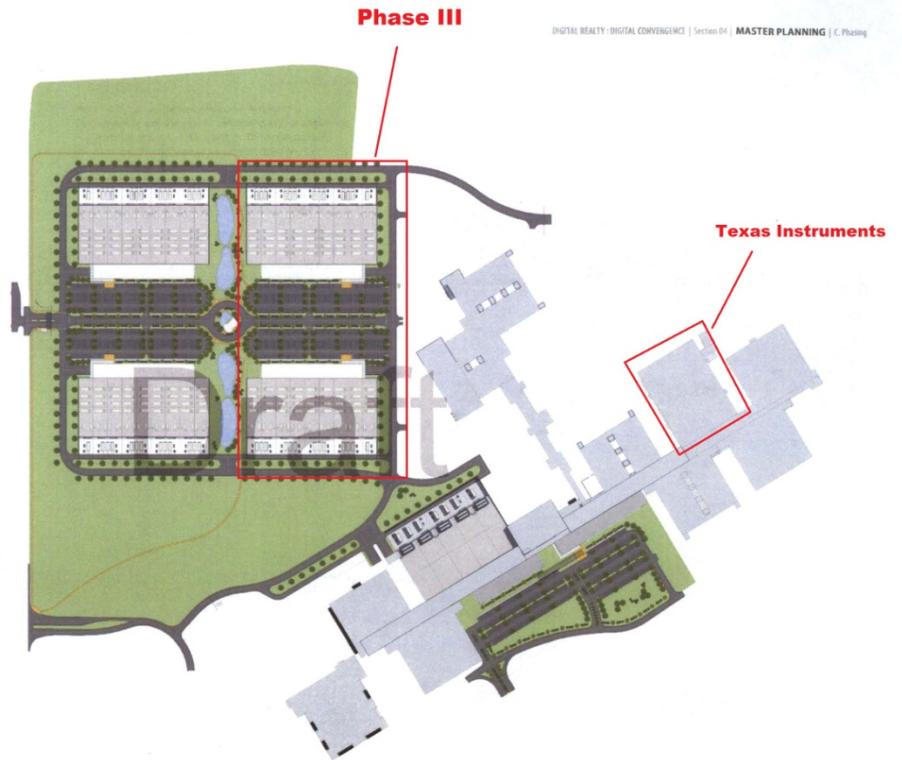
FIGURE 4.3 - PHASE 2

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CONFIDENTIAL AND PROPRIETARY

PHASE THREE

Phase Three enlarges the new data center west campus development by extending the boulevard east and framing it with two additional opposing 9-pod buildings. These built structures are woven together with natural fabric by incorporating the relocated streambed along with naturally derived vegetated detention ponds. This collection of active, living archetypes creates the architectural feature at the core of the campus. Utilizing the ring road established in Phase 1 for truck access, auto and truck traffic remain separated continuing a pedestrian-oriented front of house experience. Existing tenant parking will be relocated to new parking lots created adjacent to the existing buildings to provide convenient right-sized parking. The established access ring road would be extended east and would create an additional secure entrance. This gate entrance would be integrated into the secure perimeter dictated by the fencing.



DIGITAL REALTY - DIGITAL CONVERGENCE | Section 04 | MASTER PLANNING | C. Planning

FIGURE 4.4 - PHASE 3

CONFIDENTIAL AND PROPRIETARY

DIGITAL REALTY: DIGITAL CONVERGENCE | Series 04 | MASTER PLANNING | C. Phasing

PHASE FOUR

Phase Four assumes that the shortest lease buildings (numbers 2 and 3) are able to be taken down and replaced with an air-cooled 6 pod building that is integrated into the north side of the existing east-west building spine. This new pod would then be supported with the necessary support and office space on the front of the spine. The architecture of this addition would continue the new aesthetic created in Phase One and would reinforce the curb appeal at the east campus entrance. The secure perimeter would be extended to envelope the truck access to this pod.

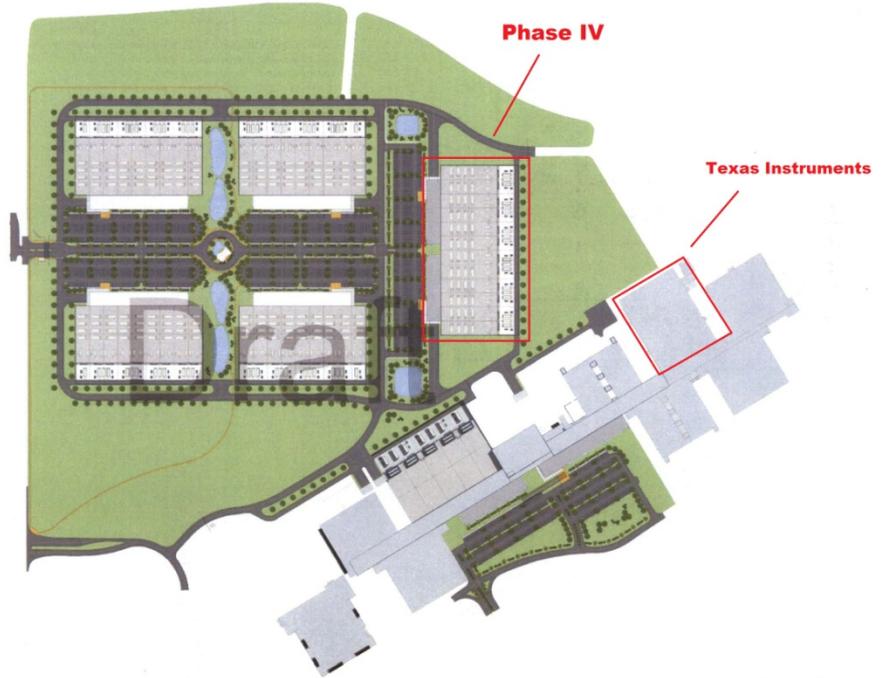


FIGURE 4.5 - PHASE 4

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PHASE FIVE

Phase Five represents full saturation of the site. On the west campus the campus boulevard would be terminated with a 12 pod building. The northern spine and the two Med Fusion buildings associated with it on the existing east campus are taken down to make way for the terminus of the boulevard. This phase takes into consideration the replacement of another leased building (number 4) with an air-cooled 6 pod unit integrated into the north side of the existing east-west building spine. The office/support space for this pod addition was provided in Phase 1. The truck access would be integrated into the secure perimeter with the fencing terminating at the data center.

Again, providing DLR with deployment flexibility was considered paramount to the design process. The ultimate implementation of these phases and potential maximum build-out will most likely be dictated by future customers and market driven forces unforeseeable at this time.

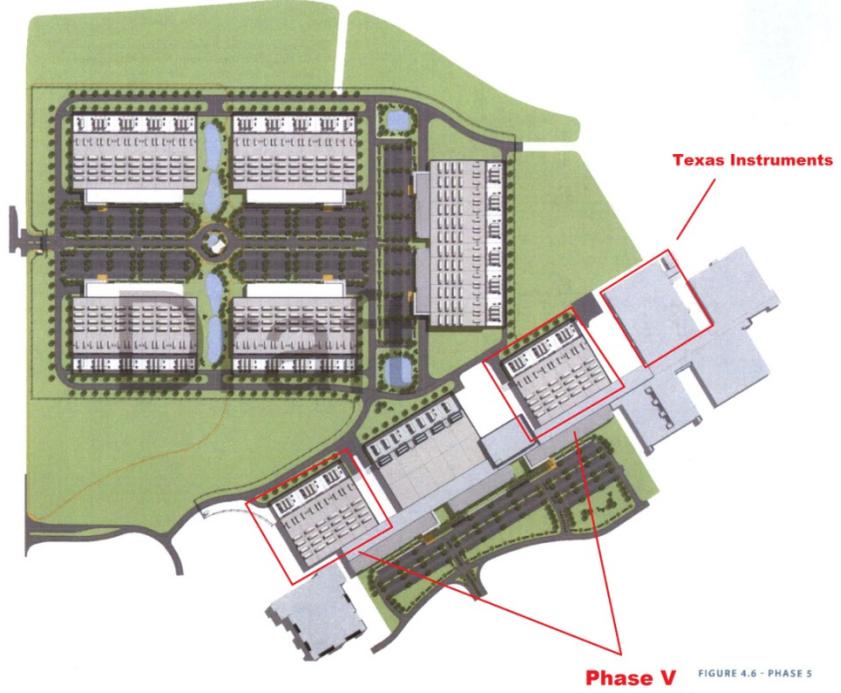


EXHIBIT D1
Annual Owner Compliance Report
CITY OF LEWISVILLE
OFFICE OF ECONOMIC DEVELOPMENT
ANNUAL COMPLIANCE REPORT
(380 Agreement)

For each provision listed, provide a brief statement of status.

Location:

Calendar Year: _____

Provision	Status
Total business personal property value reported to Denton County	
Current Phase of construction (\$ and Sq. Feet)	
Construction completed in the current year(\$ and Sq. Feet)	
Construction anticipated in the following year(\$ and Sq. Feet)	

Certified By:

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____

If returning by regular mail, send to: City of Lewisville Attn: Drew Dietrich P.O. Box 299002 Lewisville, TX 75029	If returning electronically, send to: ddietrich@cityoflewisville.com
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**EXHIBIT D2
Annual Tenant Compliance Report**

CITY OF LEWISVILLE

OFFICE OF ECONOMIC DEVELOPMENT

ANNUAL COMPLIANCE REPORT

(380 Agreement)

For each provision listed, provide a brief statement of status.

Location:

Calendar Year: _____

Provision	Status
Total business personal property value reported to Denton County	
Total business personal property purchases sited in Lewisville	
Total annual City of Lewisville sales taxes paid	

Certified By:

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____

If returning by regular mail, send to:	If returning electronically, send to:
City of Lewisville Attn: Drew Dietrich P.O. Box 299002 Lewisville, TX 75029	 ddietrich@cityof lewisville.com

EXHIBIT E

Qualified Colocation Tenant Economic Development Addendum

This Qualified Colocation Tenant Economic Development Addendum (the “ADDENDUM”) 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 _____ (hereinafter referred to as “TENANT”).

A. The City and Digital Lewisville, LLC entered into that certain Economic Development Agreement related to the Convergent Data Center Park (“Data Center”) dated _____ (“Agreement”); and

B. The Tenant and Digital Lewisville, LLC entered into that certain lease agreement for space at the Data Center whereby Tenant for at least one megawatt of critical IT load per month for a period of two or more years (“Lease”); and

C. The Tenant has designated the City of Lewisville as the situs for all purchases of Business Personal Property which are installed in the Data Center for the purpose of computing sales taxes during the Term of this Addendum. Any such designation shall be made in compliance with Tax Code, §§321, 323 and §34 TAC §3.334; and

D. The City finds that the improvements to the Lease sought are feasible and practicable and would be of benefit to the City.

NOW THEREFORE, the City, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction

of major investment, 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:

1. This Addendum shall become effective on the date authorized by the City (“EFFECTIVE DATE”) and shall continue in effect for a period of ten (10) years.

2. During the Term of this Addendum, the City agrees to grant to Tenant an economic development grant calculated upon the authorized percentage of Tenant’s ad valorem taxes assessed and paid to City on their Business Personal Property located in the Data Center and in accordance with the terms of the Agreement and all applicable state and local regulations or valid waiver thereof. **Notwithstanding anything to the contrary, the Tenant grant shall never exceed the amount of sales tax paid to the City by Tenant in a given year.**

3. Tenant agrees to provide any documentation requested by the City to provide evidence of their Business Personal Property taxes and sales taxes. The Tenant agrees to comply with all other applicable terms contained in the Agreement.

4. The terms and conditions of this Addendum are binding upon the successors and assigns of all Parties hereto. This Addendum cannot be assigned by Tenant unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as Tenant’s assignee agrees to be bound by all terms and conditions of this Addendum.

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

6. Tenant 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 Addendum, and all applicable state and local laws

and regulations, as well as the continuing right, subject to Tenant’s reasonable security, health and safety requirements, to inspect the Premises up to twice in any year during the Term of this Addendum 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 Addendum (i) the City must give the Tenant reasonable prior written notice no less than two (2) days prior to any such inspection, and (ii) a representative of Tenant shall have the right to accompany the agent or employee of the City who is conducting such inspection.

7. 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 Addendum.

8. Notices required to be given to any party to this Addendum 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: Director of Finance
151 W. Church Street
P.O. Box 299002
Lewisville, Texas 75057

For Tenant by notice to:

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.

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

10. In case any one or more of the provisions contained in this Addendum 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 Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. 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.

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

13. No claim or right arising out of a breach of this Addendum 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.

14. This Addendum may be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.

15. Venue for any litigation arising from this Addendum shall lie in Denton County, Texas.

16. **TENANT 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 TENANT'S BREACH OF THIS ADDENDUM OR THE AGREEMENT BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF TENANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS**

ADDENDUM OR THE 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 ADDENDUM.

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

18. This Addendum shall be considered drafted equally by both the City and Tenant

MEMORANDUM

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

FROM: Julie Heinze, City Secretary

DATE: December 18, 2014

SUBJECT: **Consideration of a Nomination to the North Central Texas Council of Governments Regional Emergency Preparedness Planning Council (EPPC).**

BACKGROUND

The Emergency Preparedness Planning Council is composed of elected officials from cities and counties participating in the NCTCOG Emergency Preparedness Department to set policy and oversee regional emergency capabilities in planning, preparedness, response, recovery, and mitigation. In addition, EPPC continues to ensure excellence in regional preparedness through coordination and integration of various emergency preparedness plans, practices and resources; and through engagement of stakeholders such as state and federal agencies, hospitals, and other private sector entities.

ANALYSIS

Councilman Leroy Vaughn was nominated by City Council on November 5, 2012 and appointed to the North Central Texas Council of Governments Regional Emergency Preparedness Planning Council (EPPC). This Council is composed of elected officials from participating cities and counties. Cities are grouped into population brackets in accordance with current population estimates. Councilman Vaughn desires to serve another term on the Council and his current term will expire on January 22, 2015. The nomination form needs to be returned to the NCTCOG Executive Board no later than January 7, 2015.

RECOMMENDATION

It is City staff's recommendation that the City Council consider the nomination to EPPC as set forth in the caption above.



Julie Heinze <jheinze@cityoflewisville.com>

[EPPCIP] Emergency Preparedness Planning Council Open Nominations

Candice M. Forsyth <CForsyth@nctcog.org>

Thu, Dec 4, 2014 at 1:32 PM

To: "rem@list.ncttrac.org" <rem@list.ncttrac.org>

Cc: "eppcip@list.ncttrac.org" <eppcip@list.ncttrac.org>, "eppc@list.ncttrac.org" <eppc@list.ncttrac.org>

Good afternoon,

The Emergency Preparedness Planning Council (EPPC) is composed of elected officials from cities and counties participating in the NCTCOG Emergency Preparedness Program to set policy and oversee regional emergency capabilities in planning, preparedness, response, recovery, and mitigation. In addition, EPPC continues to ensure excellence in regional preparedness through coordination and integration of various emergency preparedness plans, practices and resources; and through engagement of stakeholders such as state and federal agencies, hospitals, and other private sector entities.

Due to the two-year term limitations of EPPC members, seats filled in 2015 will expire in January of 2017. **The nomination period to fill these seats is from December 4, 2014 (today) until January 7, 2015 at 5:00 p.m.** The NCTCOG Executive Board will then seat new members at the January 22, 2015 Executive Board meeting.

EPPC Members represent population categories. See below for number of seats available within a population category.

Population	Number of Seats Available
Navarro County	1
5,000 - 14,999	1
30,000 – 49,999	1
50,000 – 79,999	1
80,000 – 119,999	1
170,000 – 249,000	1

750,000 – 999,999	1
1,000,000+	1

I've attached the current EPPC roster and nomination form for your reference.

Please let me know if you have any questions.

Best regards,

Candice Forsyth

Emergency Preparedness

Administrative Assistant

Ph: 817-704-5615

*North Central Texas Council of Governments
616 Six Flags Drive P.O. Box 5888*

Arlington, TX 76005-5888

Confidential Information: The information contained in this transmittal and accompanying documents, if any, is protected by both state and federal law. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or action taken in reliance on the contents of this transmittal is strictly prohibited. If you have received this transmittal in error, please notify the sender immediately to arrange for return or destruction of these documents. The authorized recipient of this information is prohibited from disclosing this information to any other party except as may be permitted by law, and is required to destroy the information after its intended purpose has been fulfilled, unless otherwise permitted by law.

EPPCIP mailing list

EPPCIP@list.ncttrac.org

<http://list.ncttrac.org/cgi-bin/mailman/listinfo/eppcip>

2 attachments



EPPC Nomination Form.pdf

73K

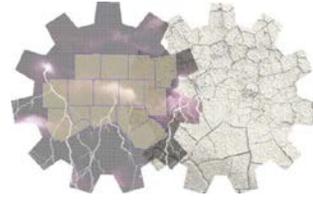


2014_EPPC_Roster.pdf

80K

Emergency Preparedness Planning Council

Nomination Form



Date: _____

Elected Official Nominated: _____

Title: _____

Jurisdiction: _____

Mailing Address: _____

City: _____

Zip Code: _____

Email Address: _____

Phone Number: _____

What contributions could this nominee make to the EPPC?

Please include a brief biography of your nominee as part of your submission

Nominated By: _____

Title: _____

Jurisdiction: _____

Mailing Address: _____

City: _____

Zip Code: _____

Email Address: _____

Phone Number: _____

Nominator Signature: _____

Please scan and send the completed form to cforsyth@nctcog.org or fax to 817-608-2372 Attn: EP Candice Forsyth. Submissions are due by 5:00pm on January 7, 2015.

Emergency Preparedness Planning Council Members Roster 2014

Member First Name	Member Last Name	Jurisdiction	Position	Title	Email	Phone	Population Represented	Seat Expires
Bruce	Arfsten	Addison	Member	Deputy Mayor Pro Tem	barfsten@addisontx.gov	(972) 450-7027	5,000-14,999	January 2016
Rickie	Allison	Benbrook	Vice Chair	Mayor Pro Tem	place4@cityofbenbrook.com	(817) 996-9593	15,000-29,999	January 2017
Don	Beeson	Johnson County	Member	Commissioner, Precinct 4	donb@johnsoncountytexas.org	(817) 558-9400	COUNTY	Permanent
Joe	Brown	Erath County	Member	Commisioner, Precinct 3	pct3@co.erath.tx.us	(254) 918-2113	COUNTY	Permanent
Perry	Bynum	Eules	Member	Councilmember	pbynum@haltomcitytx.com	(817) 759-8663	50,000-79,999	January 2015
Robert	Cluck	Arlington	Member	Mayor	robert.cluck@arlingtontx.gov	(817) 459-6122	250,000-399,999	January 2016
Roger	Deeds	Hood County	Member	Sheriff	rdeeds@co.hood.tx.us	(817) 579-3330	COUNTY	Permanent
Bill	Dodson	Ellis County	Member	Commissioner, Precinct 2	bill.dodson@co.ellis.tx.us	(972) 875-3241	COUNTY	Permanent
Joe	Frizzell	Midlothian	Member	Mayor Pro Tem	joe.frizzell@midlothian.tx.us	(972) 775-3481	15,000-29,999	January 2016
Alan	Hanes	Red Oak	Member	Councilmember	ahanes@redoaktx.org	(972) 617-3638	5,000-14,999	January 2015
Roger	Harris	McKinney	Member	Councilmember	rharris612@me.com	(972) 547-7501	120,000-169,999	January 2016
Richard	Hill	Hunt County	Member	Emergency Mgmt. Coordinator	homelandsecurity@huntcounty.net	(903) 408-4246	COUNTY	Permanent
Jerry	Hogan	Rockwall County	Member	County Judge	jhogan@rockwallcountytexas.com	(972) 204-6000	COUNTY	Permanent
J.D.	Clark	Wise County	Member	County Judge	cojudge@co.wise.tx.us	(940) 627-5743	COUNTY	Permanent
Clay Lewis	Jenkins	Dallas County	Member	County Judge	clay.jenkins@dallascounty.org	(214) 653-7949	COUNTY	Permanent
Sheffie	Kadane	Dallas	Member	Councilmember	sheffie.kadane@dallascityhall.com	(214) 670-4069	1,000,000+	January 2015
David	Kelly	Colleyville	Chair	Mayor	dkelly@colleyville.com	(817) 235-6105	15,000-29,999	January 2016
Dick	Martin	Navarro County	Member	Comissioner, Precinct 2	dmartin@navarrocounty.org	(903) 654-3032	COUNTY	Permanent
Stephen	Mason	Cedar Hill	Member	Place 5	stephen.mason@cedarhilltx.com	(972) 291-5100	30,000-49,999	January 2016
Bobbie	Mitchell	Denton County	Member	Commissioner, Precinct 3	bobbie.mitchell@dentoncounty.com	(972) 434-4780	COUNTY	Permanent
Mark	Riley	Parker County	Member	County Judge	judge.riley@parkercountytexas.com	(817) 598-6148	COUNTY	Permanent
Shirley	Roberts	Mesquite	Member	Place 4	sroberts@cityofmesquite.com	(972) 288-5459	120,000-169,999	January 2016
Danny	Scarth	Fort Worth	Member	Councilmember	danny.scarth@fortworthtexas.gov	(817) 392-8804	750,000-999,999	January 2015
Keith	Self	Collin County	Member	County Judge	keith.self@collincountytexas.gov	(972) 548-4623	COUNTY	Permanent
Ken	Shetter	Burleson	Member	Mayor	mayor@burlesontx.com	(817) 426-9691	30,000-49,999	January 2015
Raymond	Stephens	Forney	Member	Councilmember	stephensre35@yahoo.com	(972) 510-8446	15,000-29,999	January 2016
Scott	Turnage	North Richland Hills	Member	Councilmember	nrhursturnage@sbcglobal.net	(817) 427-6060	50,000-79,000	January 2016
Leroy	Vaughn	Lewisville	Member	Councilmember	lvaughn@cityoflewisville.com	(972) 219-3404	80,000-119,999	January 2015
B. Glen	Whitley	Tarrant County	Member	County Judge	gwhitley@tarrantcounty.com	(817) 884-1441	COUNTY	Permanent
B.J.	Williams	Garland	Member	District 4	council4@garlandtx.gov	(972) 898-7672	170,000-249,999	January 2015
J.Bruce	Wood	Kaufman County	Member	County Judge	countyjudge@kaufmancounty.net	(972) 932-4331 x1218	COUNTY	Permanent
Martin	Woodruff	Decatur	Member	Mayor	mayor@decaturtx.org	(940) 627-3684	5,000-14,999	January 2016
Nancy	Yingling	Coppell	Member	Councilmember	nyingling@coppelltx.gov	(214) 784-6985	30,000-49,999	January 2016

Updated 11/25/2014