



Lewisville City Council

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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
MARCH 6, 2017**

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

WORKSHOP SESSION - 5:00 P.M.

REGULAR SESSION – 7:00 P.M.

Call to Order and Announce a Quorum is Present.

CLOSED SESSION – 5:00 P.M.

- A. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D, Section 551.071 (Consultation with Attorney): Legal Issues Regarding City Governance.

WORKSHOP SESSION -IMMEDIATELY FOLLOWING CONCLUSION OF CLOSED SESSION

- A. City Council Retreat Recap
- B. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION – 7:00 P.M.

- A. **INVOCATION:** Mayor Durham
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Daniels

**AGENDA
LEWISVILLE CITY COUNCIL
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C. PUBLIC HEARINGS:

- 1. Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Light Industrial District (LI) to Planned Development-Estate Townhouse District (PD-ETH), With Seven Associated Variances on an Approximately 12.293-Acre Tract of Land out of the E. Sutton Survey, Abstract 1167, Located on the East Side of North Kealy Avenue Approximately 425 Feet North of East College Street, as Requested by G&A Consultants, LLC on Behalf of TSMJV, LLC, the Property Owner (Case No. PZ-2017-02-03).**

ADMINISTRATIVE COMMENTS:

The property for the proposed Planned Development (PD) is currently zoned Light Industrial (LI). The DCTA station is located to the southeast of the site. The proposed PD will have a base zoning of Estate Townhouse (ETH) with a proposed craftsman style single-family detached product. The concept plan outlines 97 single-family lots to be constructed in one phase on approximately 12 acres. The development is designed to reflect the Old Town character since the site is situated one block from the Old Town Design District boundary. The seven requested variances are: a) to allow for alternative screening adjacent to industrial zoning; b) to allow hardi-board siding as a primary material on the homes; c) to waive the alley requirement and allow front entry; d) to allow non-radial lot lines for Lot 15, Block E; e) to reduce the minimum 40-foot lot width and 20-foot control of access for corner lots at residential intersections; f) to allow a revised street centerline radius; and g) to allow a revised minimum radius of street curvature close to an intersection. The Planning and Zoning Commission recommended unanimous approval (7-0) of the zone change request at their meeting of February 21, 2017.

RECOMMENDATION:

That the City Council approve the proposed ordinance and seven associated variances as set forth in the caption above.

**AVAILABLE FOR
QUESTIONS:**

- Nika Reinecke, Director of Economic Development and Planning
- Jeff Kelly, P.E., Assistant City Engineer
- Randi Rivera, G&A Consultants LLC

- 2. Public Hearing: Consideration of a First Amendment to the Strategic Partnership Agreement Between the City of Lewisville and Denton County Fresh Water Supply Districts 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, and 1-H.**

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ADMINISTRATIVE COMMENTS:

This is the first of two public hearings to consider the First Amendment to the City's Strategic Partnership Agreement (SPA) between the City and Denton County Fresh Water Supply Districts 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, and 1-H. The First Amendment adds additional commercial tracts to the existing SPA for limited annexation for sales and use tax purposes only. Texas Local Government Code Section 43.0751 requires governing bodies of the municipality and the specified Districts, to hold two public hearings regarding limited annexation. The City will hold the second public hearing on March 20 and consider the First Amendment to the SPA for City Council approval. All Districts have held the public hearings and have approved the First Amendment.

RECOMMENDATION:

That the City Council conduct the public hearing.

- D. **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.
- E. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
3. **APPROVAL OF MINUTES:** City Council Minutes of the February 20, 2017, Workshop Session and Regular Session.
4. **Approval of an Amendment to a Professional Services Agreement with Western Economic Services, LLC, to Add a Community Needs Assessment for an Additional Cost of \$12,985, Bringing the Total Professional Services Agreement Amount to \$56,975; and Authorization for the City Manager to Sign the Amended Contract.**

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ADMINISTRATIVE COMMENTS:

Staff had recently entered into a professional services agreement with Western Economic Services, LLC to perform an assessment of fair housing and to design a five-year consolidated plan and annual action plan for the Community Development Block Grant program. The cost for these services totaled \$43,990, and the agreement was approved by the City Manager. Staff would like to amend the agreement to include a community needs assessment for an additional \$12,985, bringing the total to \$56,975, which requires City Council approval.

RECOMMENDATION:

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

- 5. Approval of an Economic Development Agreement By and Between the City of Lewisville and Wittington Holdings, LP; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

Wittington Holdings will be developing the property located at 3000 N. Stemmons Freeway into an upscale residential development, Tower Bay Lofts. The development will include a 4-story building with 308 residential units including a parking garage structure, extensive landscaping and hike/bike trails, fitness area, roof deck, pool and other amenities. Wittington Holdings is projected to invest over \$40,000,000 in the project. Substantial completion of the project is set for June 30, 2021.

RECOMMENDATION:

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

- 6. Approval of a Resolution Authorizing the City to Submit a Grant Application to the Texas Criminal Justice Division to Obtain Funding to Purchase Software to Enhance Management of Use of Force Reports, Internal Investigations, and General Orders.**

ADMINISTRATIVE COMMENTS:

The Lewisville Police Department is preparing a grant application to obtain funding from the State of Texas under its Justice Assistance Grant program. The total cost is estimated to be \$43,039 which will be covered by the grant if the application is approved.

**AGENDA
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RECOMMENDATION:

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

- 7. Approval of a Resolution Authorizing the City to Submit a Grant Application to the Texas Criminal Justice Division to Obtain Funding to Purchase Two All-Terrain Vehicles.**

ADMINISTRATIVE COMMENTS:

The Lewisville Police Department is preparing a grant application to obtain funding from the State of Texas under its Justice Assistance Grant program. The application seeks funding for the purchase of two all-terrain vehicles (ATVs). The total cost is estimated to be \$75,663 which will be covered by the grant if the application is approved.

RECOMMENDATION:

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

F. REGULAR HEARINGS:

- 8. Consideration of Three Variances to the Lewisville City Code, Section 6-96 Drainage; Section 6-144 Screening Devices; and Section 6-123 Non Residential Landscape Requirements, for Northview Baptist Church, Located at the Northwest and Southwest Corners of North Mill Street and Hedgerow Lane, as Requested by Ridinger Associates, Inc., on Behalf of Northview Baptist Church, the Property Owner.**

ADMINISTRATIVE COMMENTS:

Northview Baptist Church has been in existence for many years. The church has grown over the years and is the process of constructing a new sanctuary building and additional parking that will centralize services currently offered in multiple buildings. The development meets minimum requirements of the City's Land Development Regulations except for the following three variances: a) to allow a drainage discharge exceeding 2 cubic feet per second from the driveways; b) to allow the existing six-foot tall wood fences to remain in lieu of the required tubular steel screening wall along both the southern campus adjacent to the existing apartments and along the northern campus adjacent to the existing single-family residential lots; and c) to allow a modified landscape strip along North Mill Street in lieu of a continuous 10-foot landscape strip.

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RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS:

- Nika Reinecke, Director of Economic Development and Planning
- Tracy LaPiene, Ridinger Associates, Inc.

- 9. Consideration of Two Variances to the Lewisville City Code Section 9.5-92 (Paving) Regarding Driveways and Lewisville City Code Section 9.5-165 (Off-Street Parking) Regarding Drive Aisle Width Related to 322 North Mill Street, as Requested by Jerome Murawski, P.E., ARS Engineers, Inc., on Behalf of the Owner.**

ADMINISTRATIVE COMMENTS:

The subject site is a 0.293-acre lot zoned Old Town Mixed Use Two (OTMU2) within the Cross Ventures Addition. The property owner is proposing to convert the existing single-family home into an office building. Staff has reviewed and approved the Old Town Development Plan subject to the City Council approval of the two variances: a) to allow the existing driveway to remain with a width less than 24 feet, radius less than 20 feet and driveway spacing less than 50 feet; and b) to allow the drive aisle to be less than 24 feet wide along the north side of the building.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS:

- Jeff Kelly, P.E., Assistant City Engineer

- 10. Consideration of a Variance to the Lewisville City Code Section 9.5-92 (Paving) Regarding Driveways Related to 119 East Main Street, as Requested by William Peck, A.I.A., William Peck & Associates Inc., on Behalf of the Owner.**

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ADMINISTRATIVE COMMENTS:

The subject site is a 0.7454-acre lot zoned Old Town Center Business District (OTC) within the Feed Mill Addition. The property owner is proposing to convert the existing site into a restaurant. Staff has reviewed and approved the Old Town Development Plan subject to the City Council approval of a variance to reduce the required driveway spacing of 50 feet along Kealy Avenue.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS: - Jeff Kelly, P.E., Assistant City Engineer

- 11. Consideration of an Ordinance Providing for the Abandonment of Matthew Street Right of Way North of McKenzie Street, South of Purnell Street, East of Lone Oak Street, and West of Hardy Street.**

ADMINISTRATIVE COMMENTS:

This section of Matthew Street is a prescriptive 25-foot wide right-of-way with no existing infrastructure improvements. The requested abandonment extends approximately 118 feet west of Hardy Street. There are no existing franchise utilities located in the right-of-way to be abandoned.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS: - Jeff Kelly, P.E., Assistant City Engineer

- G. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- H. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.072 (Real Estate): Property Acquisition
 2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations

**AGENDA
LEWISVILLE CITY COUNCIL
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- I. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.

- J. **ADJOURNMENT**

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

CITY COUNCIL RETREAT DIRECTION

FEBRUARY, 2017

EVENT CENTER

- Conduct a feasibility study; interest in pursuing something at TOD site – perhaps something like RR Park with a roof + more
- Staff Next Steps:
 - Feasibility Study

YOUTH COUNCIL/PROGRAMS

- Yes, there is interest in creating some type of youth program encompassing the following:
 - Educate youth on City government
 - Advise the Council on teen issues
 - Presentations to Council
 - Volunteer opportunities
 - Community engagement
 - Showcase/recognize kids
 - Leadership development
 - Run a mock CC meeting
 - Advise on programming issues
 - Teen survey
- Application process is wanted, limit the number of participants
- Council involvement, not just Mayor
- Limited to Lewisville residents
- Start at 10th grade
- Involve LISD early
- Council would like information on Teen Court hours and participation – Flower Mound/Lewisville split, etc.

YOUTH COUNCIL/PROGRAMS

- Staff Next Steps:
 - Meet with LISD
 - Target implementation for school year 2018-19
 - Teen Court Workshop scheduled for May 15th

CASTLE HILLS ANNEXATION

- Pursue governance issue
- Call Charter Election for November 2017
- Continue operating impact and TIF analysis

- Staff Next Steps:
 - Schedule Governance Expert to advise City Council
 - Continue analyzing TIF and operating impacts

CODE REVISION AND SMALL AREA PLANS

- Council agrees with approach
- Pilot Area Priorities:
 - 2 (North of Old Town TIF; bounded by I35 and Kealy; and College and Whitmire)
 - 3 (Commercial area – bounded by Duncan, 121 Toll, Denton Tap/121B, and Kirkwood/Cassion/Longhorn)
 - Followed by 1 (Lewisville Valley)
- Staff Next Steps:
 - Professional services contract targeted for April meeting
 - Work on Development Code by researching past variances; complete once Small Area Plan development recommendation is complete.

NEIGHBORHOOD SERVICES

- Interest in pursuing Make a Difference Day in October 2018, Service Project Website (underway), and Together Lewisville Coalition (underway).
- Some disagreement about BEST neighborhoods – interest in it or some version of a program like this one but not immediately. Maybe 2 – 3 years out – want a Lewisville model for non- HOA areas
- Staff Next Steps:
 - Staff will work to implement new programs by dates identified, will bring back a report on BEST neighborhood program options in 2019.

I35 OVERLAY DISTRICT

- Applicability Matrix – Okay with direction, if public input is sought prior to implementation
- Development Review Process – Council wants more discussion – examples of what would have gone to Council and what wouldn't under new regulations and how staff would handle; or examples of what “variances” could occur under this model and how staff would handle
- Development Standards – Okay with direction if public input is sought prior to implementation
- Staff Next Steps:
 - Staff developing briefing on current Old Town Overlay process and options for I35 Overlay process. Anticipate May/June individual council briefings to explore options.

SPECIAL EVENTS

- **Holiday Stroll –**
 - Move to Saturday before Thanksgiving
 - Parade would stay first Saturday in December (staff has verified that student groups would not be available Saturday before Thanksgiving)
 - Add another activity such as drive-through light display; fireworks; Christmas Market
- **Red, White, and Lewisville –**
 - Move to another site, possibly partner with Castle Hills
 - Keep current budget
 - Tie into radio station
 - For 2017, drop July 4th show at the mall and encourage people to attend Castle Hills and Flower Mound events

SPECIAL EVENTS

- Latino Explosion-
 - Include Latino influenced bands in Western Days line up
 - Partner with Chamber on an event when it becomes feasible for the Chamber
- Wayne Ferguson Plaza-
 - Supportive of staff adding events to Wayne Ferguson Plaza that will bring people to Old Town, as planned such as St. Paddy's March 18, band – headliner with or without U2 cover band
 - Utilize \$5,000 for restroom renovation for use when Plaza is rented

SPECIAL EVENTS

- Staff Next Steps:
 - Holiday Stroll – Staff will share date change concept with Main and Mill Association; develop budget proposal for additional activities
 - Red, White, and Lewisville – testing launch sites in Old Town. If possible, have fireworks show on alternative day such as Texas Independence celebration on San Jacinto Day (April 21), or one-time Lewisville Concert Series on July 4th
 - Latino Explosion – include Latino influenced bands in Western Days line up
 - Wayne Ferguson Plaza – continue to add events that will bring people into Old Town, as planned, including St. Paddy's day celebration; renovate bank building restroom for use when Plaza is rented

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: March 6, 2017

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Light Industrial District (LI) to Planned Development-Estate Townhouse District (PD-ETH), With Seven Associated Variances on an Approximately 12.293-Acre Tract of Land out of the E. Sutton Survey, Abstract 1167, Located on the East Side of North Kealy Avenue Approximately 425 Feet North of East College Street, as Requested by G&A Consultants, LLC on Behalf of TSMJV, LLC, the Property Owner (Case No. PZ-2017-02-03).**

BACKGROUND

The Planned Development (PD) district allows for innovative community design concepts which may not meet all regulations of the City's standard zoning categories, but ensures a high-quality development with enhanced amenities and a customized design tailored for a particular site. The property for the proposed PD is currently zoned Light Industrial (LI). The DCTA rail line is located on the east of the site. The DCTA rail station is located on the south side of East College Street in close proximity to this site. The Planning and Zoning Commission recommended unanimous approval (7-0) of the zone change request at their meeting of February 21, 2017.

ANALYSIS

The proposed PD will have a base zoning of Estate Townhouse (ETH) with a proposed craftsman style single-family detached product. The concept plan outlines 97 single-family lots to be constructed in one phase on approximately 12 acres. A home owner's association (HOA) will be established to maintain the open spaces, common areas, right-of-way irrigation systems, landscaping and zoning screening walls within the subdivision. The PD allows for some deviations from the base zoning standards. These are outlined in a table on the Concept Plan. Typically, the minimum dwelling unit size required in ETH is 2,000 square feet. Homes in the development will range in size from a minimum of 1,500 square feet (33%); minimum 1,800 square feet (33%) and a minimum of 2,000 square feet (34%). The typical lot size for ETH is 4,000 square feet; however, the proposed development will have a minimum lot size of 2,700 square feet. Front setbacks are 5 feet for the main portion of each house with a 17.5-foot garage door setback compared to a 20-foot garage door setback in the standard ETH District. These setbacks will allow for a front driveway with two parking spaces in front of the garage door. The minimum lot width of 30 feet exceeds the ETH minimum lot width of 20 feet.

The PD lists specific architectural standards for each home. Each unit will be equipped with a fire sprinkler system and shall have a two-car garage with a craftsman style garage door in

addition to two additional concrete driveway spaces. Front facades shall have a minimum of 10% brick or stone with the remainder being constructed of hardi-board or equivalent. Illustrations of the proposed architecture have been provided in Illustration "3". A minimum of 50% of the units shall have a front porch, a feature that is prevalent in the craftsman architecture. Following the craftsman architectural style, elevations shall include two or more of the following elements: dormers, corbels, wood accents, tapered columns, vertical siding accents and accented gables.

An eight-foot tall board-on-board fence will be provided in lieu of a masonry screening wall along the southern property line adjacent to the industrial zoned properties. Along Kealy Avenue, the thoroughfare wall shall be recessed every 80 feet, on average, to allow for the placement of street trees. The recessed areas will consist of an ornamental fence. Rear yards of the residential lots shall be enclosed with either a wood fence or an ornamental fence.

The following seven variances are associated with this development:

- a) To allow for alternative screening adjacent to industrial zoning

Section 6-144 Screening Wall Between Commercial and Residential Uses

This section requires masonry screening walls eight feet in height be constructed between industrial uses and residential zoning. Since the industrial property is existing the responsibility falls upon the residential property to construct the wall. In this case, there are two areas where this applies – a small portion of the northern and southern boundaries.

The northern boundary abuts LI zoned properties with existing businesses. Currently this section is heavily treed. While a proposed city waterline in this area will remove trees, the trees on the existing industrial property, located in the floodplain, will remain creating a natural screen within the proposed drainage right-of-way. An HOA lot at the northern entrance of the subdivision is adjacent to the north property line. Additional evergreen trees are proposed outside of the waterline easement to act as a living screen at the northern entrance for the residential neighborhood. Additionally, the homes in this area backing up to the drainage right-of-way will have a fenced back yard.

A small portion of the area to the south abuts LI zoning. The applicant is proposing to add an eight-foot tall board-on-board fence along this perimeter that will tie in with the fencing for remainder of the yards that back up to the City's drainage right-of-way along the southeastern boundary. The fence along the southern boundary adjacent to the entry street will also contain a line of shrubs. Staff recommends approval of this variance request.

- b) To allow hardi-board siding as a primary material on the homes

Section 6-181(b) Residential Exterior Requirements

The aggregate total of all exterior walls elevation in residential districts shall consist of not less than 80 percent brick veneer with no single wall elevation consisting of less than 60 percent brick veneer. The owner has proposed an American Craftsman architectural style,

which utilizes hardi-board siding as the primary exterior finish. While the project is not located in the Old Town District, which allows hardi-board siding, the site is located only one block outside of the district and is consistent with the craftsman style architecture. Staff recommends approval of this variance request.

- c) To waive the alley requirement and allow front entry

Section 6-92(k) Alleys

This section requires alleys for all single family residential subdivisions. A front entry product provides a private back yard patio area for each unit and allows more land for open space with a walking trail. This variance has also been granted previously for other estate townhouse developments such as Fireside Village, Manors of Vista Ridge and Manors of Forestbrook. Staff recommends approval of this variance request.

- d) To allow non-radial lot lines for Lot 15, Block E

Section 6-94 (a) Lots

This section of the ordinance requires that side lines of lots shall be approximately at right angles to straight street lines and radial to curved street lines, except for single-family attached townhouse developments (three (3) units or more attached). This variance request applies to one area on Lot 15, Block E, located at the end of the street labeled Niki Drive which dead ends into a cul-de-sac. This lot has frontage on the cul-de-sac with the side lot line adjacent to the drainage right-of-way. Staff has no objection to this variance request.

- e) To reduce the minimum 40-foot lot width and 20-foot control of access for corner lots at residential intersections.

Section 6-94(e) Lots

This section requires corner lots at residential street intersections to have a 40-foot minimum lot width with a 20-foot control of access. The developer is requesting a minimum lot width of 38.35 feet with a 16.4-foot control of access. Control of access is the distance from a street intersection measured from the intersecting right of way lines to the radius point of the first permitted driveway along the street. The variance will allow more lots on Blocks A. Staff recommends approval of this variance request.

- f) To allow a revised minimum street centerline radius

Section 6-103(b) Street Design Criteria

This section requires a minimum street centerline radius of 200 feet. The developer is requesting a minimum street centerline radius of 150 feet at the intersection of Niki Drive and Sophia Way. The developer is balancing the maximum street centerline radius with the maximum number of lots on an irregular shaped land parcel. The developer would lose at least two lots to meet the minimum requirements. Staff recommends approval of this variance request.

- g) To allow a revised minimum radius of street curvature close to an intersection

Section 6-92(b)(3) Streets

This section requires that the street curvature be no closer than 35 feet from a residential intersection. The developer is requesting a variance to have the street curve through the residential intersection of Niki Drive and Sophia Way. Additional visibility easements will be placed on the lots on the north side of the intersection of Niki Drive and Sophia Way to limit obstructions and maximum traffic visibility at this intersection. Staff recommends approval of this variance request.

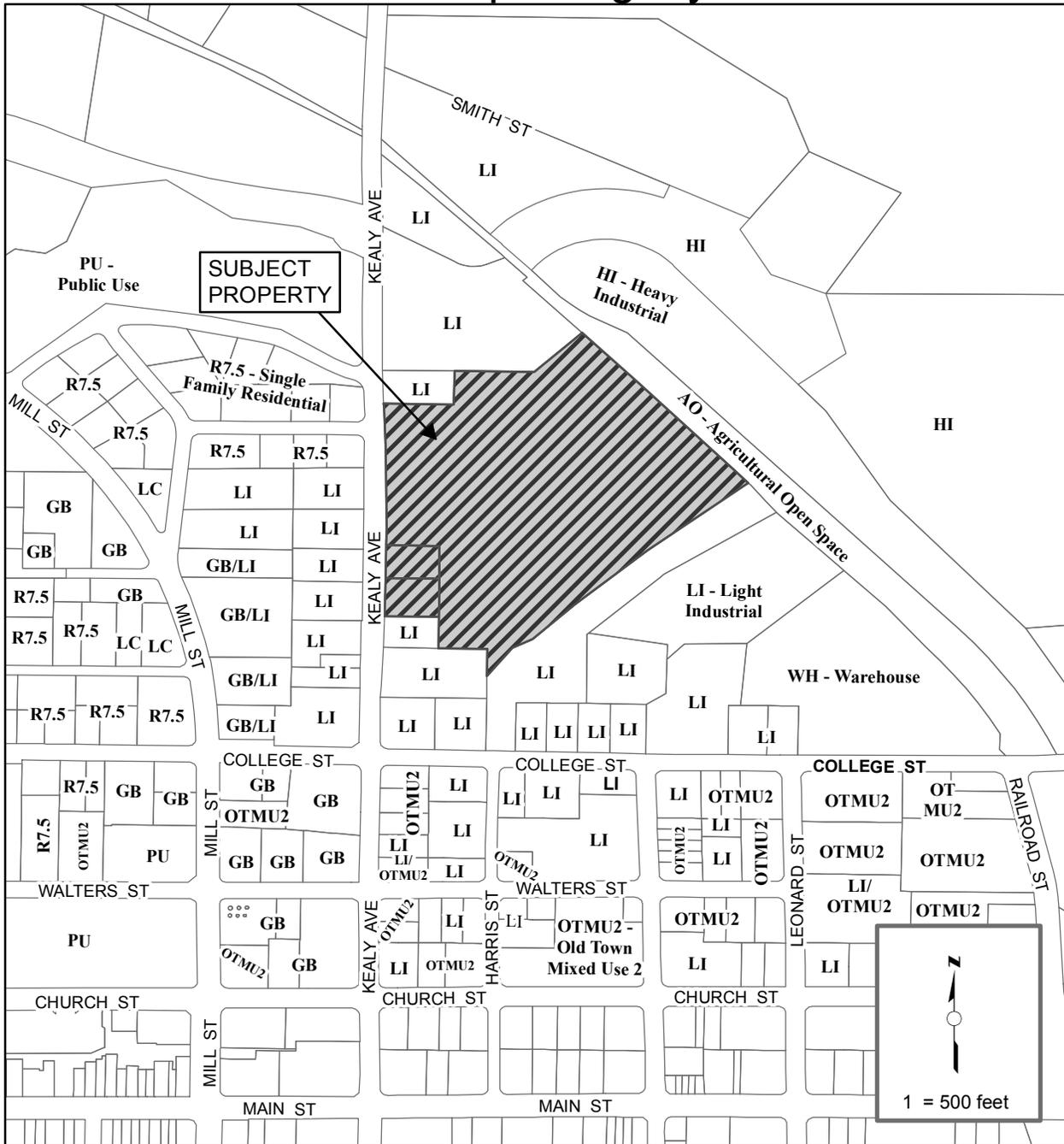
Summary

The purpose of the Planned Development zoning district is to accommodate innovative design concepts and provide flexibility in order to achieve a more desirable development. This site is in a highly desirable location within the City, located within walking distance to the DCTA rail station, creating a preferred transit-oriented development with higher density in this area in alignment with the Old Town TOD Plan and the “New Neighborhood Choices” provision of the Lewisville 2025 Plan. The proposed PD regulations for this development have been designed to create a walkable urban neighborhood that will contribute to the on-going transformation of Old Town Lewisville into a vibrant mixed use urban village.

RECOMMENDATION

It is City staff’s recommendation that the City Council approve the zone change request and the seven associated variances as set forth in the caption above.

Location Map - Legacy Pointe



ZONING CASE NO. PZ-2017-02-03

PROPERTY OWNER: TSMJV, LLC

APPLICANT NAME: G&A CONSULTANTS

PROPERTY LOCATION: LOCATED ON THE EAST SIDE OF NORTH KEALY AVENUE APPROXIMATELY 425 FEET NORTH OF EAST COLLEGE STREET (12.293-ACRES)

CURRENT ZONING: LIGHT INDUSTRIAL (LI)

REQUESTED ZONING: PLANNED DEVELOPMENT – ESTATE TOWNHOUSE (PD-ETH)

Location Map - Legacy Pointe



**MINUTES
PLANNING AND ZONING COMMISSION
FEBRUARY 21, 2017**

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 pm. Members present: James Davis, William Meredith, John Lyng, Mary Ellen Miksa, Alvin Turner, Karen Locke and Kristin Green.

Staff members present: Richard Luedke, Planning Manager and Theresa Ernest, Planning Technician.

Item 4:

Public Hearings for Zoning and Special Use Permits were next on the agenda. There was one item for consideration:

- A. **Public Hearing:** Consideration of a Zone Change Request From Light Industrial District (LI) to Planned Development-Estate Townhouse District (PD-ETH), on an Approximately 12.293-Acre Tract of Land out of the E. Sutton Survey, Abstract 1167; Located on the East Side of North Kealy Avenue Approximately 425 Feet North of East College Street; as Requested by G&A Consultants, LLC on Behalf of TSMJV, LLC, the Property Owner. (Case No. PZ-2017-02-03).

Staff gave a brief overview of the proposed planned development, which conforms with the 2025 Plan and the TOD Plan. Staff supported the seven variance requests and recommended approval as submitted. Chairman Davis and Member MaryEllen Miksa asked for clarification on the term ‘street curvature radius’. Staff explained that this is the measure of the degree of curvature of a street. The reduced curvature would allow proper Fire Department access.

Randi Rivera of G&A Consultants gave a brief presentation of Legacy Pointe and was available to answer questions. Member Kristin Green asked why the development chose a more curvilinear street layout instead of a grid pattern, and expressed concerns regarding the neighboring industrial uses. Ms. Rivera explained that the proposed development had unique challenges due to the irregular shape of the property. Ms. Rivera further described the industrial properties to both the north and south of the proposed development and explained that their impact would be minimal. Member Kristin Green asked staff what the future development opportunities are for the neighboring industrial sites. Staff responded that other residential uses and smaller commercial businesses are expected on redeveloped properties in the general area as outlined in the TOD Plan. Member William Meredith asked about the expected price point for the homes and HOA fees. Ms. Rivera explained that the HOA fees were expected to be minimal and that the average price of the single family detached homes would be in the \$300,000 range. Chairman Davis and Member Kristin Green also expressed concerns about walkability and pedestrian safety for the future residents. Staff further described the future opportunities for connectivity between the planned development and other sites with trails and bike

paths that could connect to the train station and other parts of Old Town. Member John Lyng asked for clarification on the Townhouse Zoning and the choice of preference for small lot sizes. Staff responded that the Estate Townhouse zoning is the base district for the planned development, with regulations such as lots size and setbacks customized for this particular site. Ms. Rivera also clarified that the lot size has been dictated by the unique shape of the property and the street layout. The public hearing was then opened by Chairman Davis. There being no public comment, the public hearing was then closed. *A motion was made by MaryEllen Miksa to recommend approval of the Zone Change request, seconded by Karen Locke. The motion passed unanimously (7-0).* Staff indicated that this item would be going before the City Council on March 6th for a second public hearing and a final decision.

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

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

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

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

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

(c) *Area.*

(1) *Size of yards.*

- a. *Front yard.* There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "LI", except that automobile parking (including automobile dealer display parking) will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.
- b. *Side yard.* A side yard of not less than fifteen (15) feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.
- c. *Rear yard.* No rear yard is required except that a rear yard of not less than fifty (50) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. No parking, storage or similar use shall be allowed in required rear yards in district "LI" within twenty-five (25) feet of the rear property line.

(2) *Reserved.*

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

SECTION 17-13.5. - "ETH" ESTATE TOWNHOUSE RESIDENTIAL DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family detached or attached dwellings units, 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.
 - (2) Church worship facilities.
 - (3) Buildings and uses owned or operated by public governmental agencies.
 - (4) Real estate sales offices during the development of residential subdivisions, but not to exceed two (2) years.
 - (5) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (6) 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 chapter. Accessory building use includes a detached garage, storeroom, utility room, cabana, or similar use.
 - (7) A carport shall be permitted if it meets all requirements of a residential accessory building.
 - (8) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (9) Gas and oil drilling accessory uses (SUP required).
 - (10) 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 front yard having a depth of not less than five (5) feet. If the garage or carport entry is from the front and the entry side of the garage or carport faces the street, the garage or carport must be set back twenty (20) feet.
 - b. *Side yard.* No side yard setback is required, except a five (5) foot setback is required adjacent to a side street.
 - c. *Rear yard.* No rear yard setback is required. If the garage or carport entry is from the alley and the entry side of the garage or carport faces the alley, the garage or carport must be set back a minimum of twenty (20) feet.
 - (2) *Size of lot.*
 - a. *Lot area.* No building shall be constructed on any lot of less than four thousand (4,000) square feet.
 - b. *Lot width.* The minimum width of the lot shall not be less than twenty (20) feet at any point.
 - (3) *Minimum dwelling size.* The minimum floor area of any dwelling shall be two thousand (2,000) square feet, exclusive of garages, breezeways and porches.
 - (4) *Lot coverage.* In no case shall more than eighty percent (80%) of the total lot area be covered by the combined area of the main buildings and accessory buildings.

SECTION 17-26. – “PD” Planned Development District

- (a) *General Purpose and Description.* The Planned Development District is a district which accommodates planned associations of uses developed as integral land use units such as industrial districts, offices, commercial or service centers, shopping centers, residential developments of multiple or mixed housing including attached single-family dwellings or any appropriate combination of uses which may be planned, developed, or operated as integral land use units either by a single owner or a combination of owners. A Planned Development (PD) District may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in this Ordinance. While greater flexibility is given to allow special conditions or restrictions, which would not otherwise allow the development to occur, procedures are established herein to ensure against misuse of increased flexibility. The minimum area for a Planned Development (PD) District shall be five (5) acres.
- (b) *Permitted Uses.* An application for a PD District shall specify the base district(s), the use or the combination of uses proposed. Uses which may be permitted in a PD must be specified if not permitted in the base district. In the case of residential PD districts for single-family or duplex categories, the proposed lot area shall be no smaller than the lot sizes allowed in the base zoning district except for minor reductions in a small percentage of the lots in order to provide improved design. In selecting a base zoning district, the uses allowed in the base district must be similar or compatible with those allowed in the PD. PD designations shall not be attached to Special Use Permit (SUP) requirements. Special Use Permits allowed in a base zoning district are allowed in a PD only if specifically identified at the time of PD approval.
- (c) *Planned Development Requirements.*
- (1) Development requirements for each separate PD District shall be set forth in the amending Ordinance granting the PD District and shall include, but may not be limited to: uses, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, building material coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, hours of operation, project phasing or scheduling, management associations, and other requirements as the City Council and Planning and Zoning Commission may deem appropriate.
 - (2) In the PD District, uses shall conform to the standards and regulations of the base-zoning district to which it is most similar. The base zoning district shall be stated in the granting Ordinance. All applications to the City shall list all requested deviations from the standard requirements set forth throughout this Ordinance (applications without this list will be considered incomplete) specifically any deviation not requested is deemed to comply with this Ordinance even if shown graphically on a Site Plan. The Planned Development District shall conform to all other sections of this Ordinance unless specifically excluded in the granting Ordinance.
 - (3) The Ordinance granting a PD District shall include a statement as to the purpose and intent of the PD granted therein. A specific list is required of modifications in each district or districts and general statement citing the reason for the PD request.
- (d) In establishing a Planned Development District in accordance with this section, the City Council shall approve and file as part of the amending Ordinance appropriate plans and standards for each Planned Development District. To facilitate understanding of the request during the review and public hearing process, the Planning and Zoning Commission and City Council shall require a Concept Plan. All PD applications shall have a written proposal explaining all aspects of the requested PD including any deviations from this Ordinance. The Concept Plan shall be submitted by the applicant at the time of the PD request. The plan shall show the applicant's intent for the use of the land within the proposed Planned Development District in a graphic manner and as may be required, supported by written documentation of proposals and standards for development. The City may prepare application form(s), which further describe and explain the following requirements:
- (1) Residential Concept Plan - A Concept Plan for residential land use shall show the following:

- a. General use
- b. Thoroughfares
- c. Preliminary lot arrangements
- d. Size, type and location of buildings and building sites
- e. Access
- f. Density
- g. Building height
- h. Fire lanes
- i. Screening
- j. Landscaped areas
- k. Project scheduling and phasing
- l. Any other pertinent development data

(2) Non-Residential Concept Plan - A Concept Plan for uses other than residential uses shall set forth the land use proposals in a manner to adequately illustrate the type and nature of the proposed development. Data which may be submitted by the applicant, or required by the City staff, Planning and Zoning Commission, or City Council, may include but is not limited to the following:

- a. Types of use(s)
- b. Topography and boundary of PD area
- c. Physical features of the site
- d. Existing streets, alleys and easements
- e. Location of future public facilities
- f. Building height and location
- g. Parking areas and ratios
- h. Fire lanes
- i. Project scheduling and phasing
- j. Landscape plans
- k. Screening
- l. Building elevations
- m. Any other information to adequately describe the proposed development and to provide data for approval which is to be used in drafting the required Engineering Site Plan.

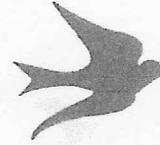
(e) *Approval Process and Procedure.* The procedure for establishing a Planned Development District shall follow the procedure for zoning amendments as set forth in Section 17-37. This procedure is further expanded as follows for approval of Concept Plans.

- (1) The Planning and Zoning Commission shall recommend and the City Council shall approve a Concept Plan in public hearings. One public hearing at the Planning and Zoning Commission and one at the City Council for the PD request is adequate when:
 - a. Information on the Concept Plan and attached application is sufficient to determine the appropriate use of the land and the required Engineering Site Plan and/or preliminary/final plat will not deviate substantially from it; or
 - b. The applicant submits adequate data with the request for the Planned Development District to fulfill the requirement for an Engineering Site Plan and/or preliminary/final plat.
- (2) The amending Ordinance establishing the Planned Development District shall not be approved until the Concept Plan is approved.
- (3) An Engineering Site Plan shall be submitted for approval within one (1) year from the date of approval of the Concept Plan for all or some portion of the Concept Plan. If an Engineering Site Plan is not submitted within one (1) year, the Concept Plan is subject to

review by the Planning and Zoning Commission and City Council. If some portion of the project is not started within two (2) years, the Planning and Zoning Commission and City Council may review the original Concept Plan to ensure its continued validity. If the City determines the Concept Plan is not valid, a new Concept Plan must be approved prior to submittal of an Engineering Site Plan for the PD District. Although a new Concept Plan may be required to be approved, this does not affect the validity of the PD in terms of uses, density, and other development standards permitted in the PD.

- (4) When a PD District is being considered, a written report from the Director of Economic Development and Planning or his/her designated representative, discussing the impact on planning, engineering, water utilities, electric, sanitation, building inspection, tax, police, fire, and traffic, and written comments from the applicable public agencies shall be submitted to the Planning and Zoning Commission prior to the Commission making any recommendations to the City Council.
- (f) All Planned Development Districts approved in accordance with the provisions of this Ordinance in its original form, or by subsequent amendments thereto, shall be referenced on the Zoning District Map, and a list of such Planned Development Districts together with the category of uses permitted therein, shall be maintained as part of this Ordinance.
- (g) *Planned Unit Development Ordinances Continued.* Prior to adoption of this Ordinance, the City Council has established various Planned Unit Development Districts, all of which are to be continued in full force and effect. The ordinances or parts of ordinances approved prior to this Ordinance shall be carried forth in full force and effect as are the conditions, restrictions, regulations, and requirements which apply to the respective Planned Unit Development Districts shown on the Zoning Map at the date of adoption of this Ordinance.

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



LEWISVILLE
 Deep Roots. Broad Wings. Bright Future.

ZONE CHANGE APPLICATION

Owner/s (name):	
Company Name: <u>TSMJV LLC</u>	
Mailing Address: <u>5522 BURKETT DR. FRISCO, TX. 75034</u>	
Work #: <u>972-533-8353</u>	Cell #: <u>469-396-9618</u>
E-Mail: <u>henry@redgroups.com</u> <u>benny.jafar@gmail.com</u>	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): <i>[Signature]</i>	Date: <u>1-27-17</u>
Printed Name: <u>BENNY JAFAR</u>	

Applicant/Agent (name): <u>Randi Rivera</u>	
Company Name: <u>GPA Consultants, LLC</u>	
Mailing Address: <u>111 Hillside Drive, Lewisville, TX 75057</u>	
Work #: <u>972-436-9712</u>	Cell #:
E-Mail: <u>randi@gacon.com</u>	
Applicant/Agent Signature: <i>[Signature]</i>	Date: <u>1/26/17</u>
Printed Name: <u>Randi Rivera</u>	

Current Zoning: <u>LI</u>	Requested Zoning: <u>PDW/E-TH</u>	Acres: <u>12.293</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>E. Sutton Survey, Abstract # 1167</u>		
Address/Location: <u>504 & 510 N. Kealy Avenue</u>		

Application and Sign Fees:

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

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

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

Amount Due (application & sign fee)	\$ <u>400.00</u>
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SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

February 16, 2017

Ms. Nika Reinecke
Director of Economic Development and Planning
City of Lewisville
131 Church St
Lewisville TX, 75057

**RE: Legacy Pointe
Variance Request Letter
G&A Job No. 15204**

Ms. Reinecke:

Please accept this letter as an explanation of the requested variances for approximately 12 acres of land known as Legacy Pointe, generally located along the east side of Kealy Avenue and north of College Street.

The requested variances are as follows:

- A. To modify the screening requirements when adjacent to existing industrial uses.

Per Section 6-141, an 8-foot screening wall constructed on brick, stone, or concrete block, shall be required when a proposed single-family development is adjacent to an existing industrial use. The adjacent properties to the southwest and to the north currently have industrial uses.

For the southwest adjacency, we are proposing to construct a wood screening fence to screen the homes from the building and parking areas. An extensive tree line exists along the property line and will help provide additional screening between the uses.

For the property to the north, currently there is a large expanse of mature trees on the adjacent property that provide adequate screening. Although many of these trees will be removed with the installation of the City's waterline project, a large swath of the trees will remain since they are located within the floodplain on the adjacent property. Therefore, since natural screening is in place, we are not proposing to construct a screening device along this property line.

The tract of land to the northwest, however, will be even more visible with the removal of the trees for the City’s waterline project. We are proposing to add some evergreen screening trees to the north of Aveen Path to help screen the existing industrial use from the homes.

B. To allow hardi-plank siding as a primary material on the homes:

The proposed architectural style is American Craftsman. This style is encouraged in the Old Town District. While this property is not within Old Town, it is only located a block away and it is within walking distance to Ferguson Plaza and the Old Town DCTA Station. The proposed style will be complementary to the existing character of Old Town and the area. The below pictures are examples of that style:





- C. To waive the alley requirement and to allow front entry development.

Per Section 6-94(i)1 and Section 6-92(k), residential developments require alleys and driveways are only allowed access onto alleys. Since we are proposing front entry products, the driveways will access the street and alleys are not necessary.

- D. To allow non-radial lot lines along street curves:

Per Section 6-94(a), radial lot lines are required for curved portions of the streets. In some instances, there will be lot lines that are not radial to the street.

- E. To reduce the minimum 40 foot lot width and 20 foot control of access for corner lots at residential intersections:

Per Section 6-94(e), corner lots are required to have a minimum width of 40-feet and a 20' control of access between the intersection and the driveway. The type of density we are proposing makes the lots narrow and there are a couple of lots that do not meet this requirement.

- F. To allow revised minimum street centerline radius:

Per Section 6-103(b), the minimum centerline radius for local residential street sections is required to be 200'. Due to the tighter configuration of lots, we are proposing smaller centerline radii of 150'.

G. To allow revised minimum radius of street curvature close to an intersection:

Per Section 6-92(b)(3), street right-of-way lines are required to intersect at 90 degrees and any curvature must start at least 35' away from the intersecting right-of-ways. There is one intersection that does not meet this requirement. Visibility easements have been added to this intersection for additional safety measures.

Thank you in advance for your consideration of these requests. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,



Randi L. Rivera, AICP

File: Z:\2015\15204\Drawings\Exhibit\15204 PP VARIANCE REQUEST EXHIBIT
 Plotted: 2/27/2017 8:42 AM, by Michael Davati, Saved: 2/27/2017 8:16 AM, by Michael



- "VARIANCES APPROVED BY CITY COUNCIL ON _____"
- A. TO MODIFY THE SCREENING REQUIREMENTS WHEN ADJACENT TO EXISTING INDUSTRIAL USES.
 - B. TO ALLOW HARDI-PLANK SIDING AS A PRIMARY MATERIAL ON THE HOMES.
 - C. TO WAIVE THE ALLEY REQUIREMENT AND TO ALLOW FRONT ENTRY DEVELOPMENT.
 - D. TO ALLOW NON-RADIAL LOT LINES ALONG STREET CURVES.
 - E. TO REDUCE THE MINIMUM 40 FOOT LOT WIDTH AND 20 FOOT CONTROL OF ACCESS FOR CORNER LOTS AT RESIDENTIAL INTERSECTIONS.
 - F. TO ALLOW REVISED MINIMUM STREET CENTERLINE RADIUS.
 - G. TO ALLOW REVISED MINIMUM RADIUS OF STREET CURVATURE CLOSE TO AN INTERSECTION.

LEGACY POINTE VARIANCE EXHIBIT

12.293 Acres
 in the
 E. SUTTON SURVEY, ABSTRACT No. 1167
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

Revisions:



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

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
 144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028

DRAWN BY: MD DATE: 02/27/17 SCALE: 1" = 100' JOB. No. **15204**

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING AN APPROXIMATELY 12.293-ACRE TRACT OF LAND OUT OF THE E. SUTTON SURVEY, ABSTRACT NO. 1167; LOCATED ON THE EAST SIDE OF NORTH KEALY AVENUE APPROXIMATELY 425 FEET NORTH OF EAST COLLEGE STREET; FROM LIGHT INDUSTRIAL DISTRICT (LI) ZONING TO PLANNED DEVELOPMENT-ESTATE TOWNHOUSE RESIDENTIAL DISTRICT (PD-ETH) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING FOR A REPEALER, SEVERABILITY, AND 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 12.293-acre property described in the attached Exhibit “A” (the “Property”) be **approved**, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Lewisville, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and,

WHEREAS, the City Council of the City of Lewisville, Texas, at a public hearing called by the City Council of the City of Lewisville, Texas, did consider the following factors in making a determination as to whether this requested change should be granted or denied: effect on the congestion of the streets; the fire hazards, panics and other dangers possibly present in the securing

of safety from same; the effect on the promotion of health and the general welfare; effect on adequate light and air; the effect on the overcrowding of the land; the effect of the concentration on population; the effect on the transportation, water, sewerage, schools, parks and other public facilities; and,

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

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

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

WHEREAS, the City Council of the City of Lewisville, Texas, has determined that there is a necessity and need for this change in zoning and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the Property since it was originally classified and, therefore, feels that a change in zoning classification for the Property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Lewisville, Texas, and helps promote the general health, safety, and welfare of this community.

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

SECTION 1. The Zoning Ordinance of the City of Lewisville, Texas, be, and the same is hereby amended and changed in that the zoning of the Property is hereby changed to **PLANNED DEVELOPMENT – ESTATE TOWNHOUSE RESIDENTIAL DISTRICT (PD-ETH) ZONING** and in compliance with the proposed development standards, concept plan, concept landscape plan, and architectural representations, attached hereto as Exhibit “B”; and

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

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

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

district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

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

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

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

SECTION 8. The fact that the present Zoning Ordinance and regulations of the City of Lewisville, Texas are inadequate to properly safeguard the health, safety, peace and general welfare of the inhabitants of the City of Lewisville, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this Ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 6TH DAY OF MARCH, 2017.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

Exhibit B
Development Standards
Concept Plan
Concept Landscape Plan
Architectural Representations

**LEGACY POINTE
PLANNED DEVELOPMENT STANDARDS**

I. PROJECT LOCATION

Legacy Pointe consists of 12.293 acres of land located on Kealy Avenue within the E. Sutton Survey, Abstract Number 1167, and more generally described in Exhibit “A”.

II. PURPOSE AND INTENT

A. Purpose: The purpose of the district is to create a planned residential community with a base district of Estate Townhouse (E-TH) district as shown in Illustration “1” and

1. The purpose of this district is:
 - a. To provide development and land use flexibility within the framework of a Planned Development zoning district.
2. The intent of this district is:
 - a. To design streets and homes which will contribute to creating safe neighborhoods.
 - b. To provide a new housing option close to Old Town Lewisville.
3. The Development and Design Standards herein shall apply to the entire Legacy Pointe development unless indicated otherwise.

B. Applicability: These standards shall apply to all development within Legacy Pointe boundaries.

C. Zoning Ordinance: All references herein to the City of Lewisville Zoning Ordinance shall be to the City of Lewisville Zoning Ordinance in effect on February 05, 2016.

III. DEFINITIONS

Open Space: Publicly accessible parks, greens, squares, courtyards, plazas, parkways, medians and commons.

Shall: A term requiring compliance.

Should: A term encouraging compliance.

IV. LOT TYPE REGULATIONS

Legacy Pointe will include lots based on the Estate Townhouse (E-TH) district. The maximum number of dwelling units permitted within the Legacy Pointe development shall not exceed 97. The lot requirements shall be as follows:

A. Lot Requirements:

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than two thousand seven hundred (2,700) square feet, with front entry garages, together with the allowed incidental and accessory uses.
2. Permitted Uses: Land use shall comply with residential uses permitted for the E-TH zoning district of the City of Lewisville Zoning Ordinance.
3. Height Regulations: No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.
4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	2,700 square feet
Lot Coverage:	The combined area covered by all main buildings and accessory structures shall not exceed eighty percent (80%) of the total lot area.
Minimum Floor Area:	33% of the homes shall have a minimum floor area of 1,500 square feet 33% of the homes shall have a minimum floor area of 1,800 square feet 34% of the homes shall have a minimum floor area of 2,000 square feet
Front Yard:	5 feet minimum and 17.5 feet minimum setback for garages
Rear Yard:	10 feet minimum
Side Yard:	2 feet and 3 feet; 5 feet minimum when adjacent to street right-of-way
Lot Width:	30 feet minimum, measured at the front building line

Garage:	17.5 feet from front property line
Maximum Density:	The maximum density shall be 8 units per acre.

V. DEVELOPMENT AND DESIGN STANDARDS

A. Street Types: The following street types shall establish the criteria for streets allowed within Legacy Pointe development.

1. Local Street (Local Street, 50' Right-of-Way)

Classification:	Designed to provide access to residential areas.
Street Right of Way Width:	50'
Pavement Width:	33' B/B
Pavement Section:	concrete
Curb Radii:	25'
Minimum Centerline Radius for Curves:	150'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	4'
Parkway Width:	8.5'
Parking:	Allowed on both sides of street

The City Engineer shall have the discretionary authority to consider and approve exceptions to the Street Design Standards, limited to grade and centerline curvature, based on compelling evidence of hardship on a case-by-case basis. All other exceptions to the Street Design Standards shall be approved by the City Council.

B. Screening and Fences: All development within Legacy Pointe shall comply with Chapter 4, Article X of the City of Lewisville Code of Ordinances, with the following modification:

1. Screening shall be required as shown in Illustration “2”.
2. A board on board fence with a minimum height of 8 feet shall be constructed along the south property line.
3. External surface of retaining walls shall be masonry, stonework, or brick.
4. A 6-foot masonry wall shall be constructed along Kealy. Said wall shall be recessed every 80 feet, on average, at a minimum depth of 5 feet and a minimum width of 5 feet. The recessed areas shall be constructed of a 6-foot ornamental metal fence.
5. Subdivision entry signs shall generally comply with Illustration “4”.
6. Rear yards of the residential lots shall be enclosed with either a wood fence or ornamental metal fence.

C. Landscape Standards: All development within Legacy Pointe shall comply with the City of Lewisville’s Landscaping Ordinance and shall generally comply with Illustration “2”.

1. The recessed areas of the masonry screening wall along Kealy shall be landscaped with a minimum of 1 ornamental tree.

D. Residential Architectural Standards: All development within Legacy Pointe shall comply with the City of Lewisville’s Architectural Standards with the following requirements:

1. Proposed homes shall generally comply with the attached representative photographs as shown in Illustration “3”.
2. All buildings shall be sprinkled.
3. All units shall have a two-car garage at minimum and two concrete parking spaces.
4. The garage doors shall be craftsman style.
5. Front facing facades shall have a minimum of 10% masonry (brick, stone, or combination). The remaining facades may include Hardi-plank or equivalent.

6. A minimum of 50% of the units shall have a front porch.
7. In order to adhere to the craftsman architectural style, elevations shall include two of more of the following elements:
 - i. Dormers
 - ii. Corbels
 - iii. Wood accents
 - iv. Tapered columns
 - v. Vertical siding accents
 - vi. Accented gables

VI. PARK AND OPEN SPACE REQUIREMENTS

- A. **Parks and Open Space:** Parks and Open Space shall be provided for as shown on the Concept Plan.
 1. HOA. Legacy Pointe's Homeowner's Association (the "HOA") shall maintain the open spaces, common areas, right-of-way irrigation systems, landscaping, and screening walls within the subdivision, notwithstanding the provisions below. The City shall maintain and operate the water, wastewater, and storm water infrastructure and maintain the streets and sidewalks. The City shall own the Drainage Right-of-Way and the HOA of Legacy Point shall maintain said Drainage Right-of-Way.
 2. In the event the HOA consistently defaults on its obligations to maintain the common areas in compliance with the covenants or restrictions and the City receives a petition from 100% of the property owners within the subdivision to assume the maintenance responsibility of the common areas, the city may choose to assume the maintenance responsibilities upon approval from the City Council. In such event that the City agrees to assume the maintenance responsibilities, all common areas shall be dedicated to the City as public right-of-way. The City shall maintain the common areas in a consistent manner as with other public rights-of-ways, without having any obligation for a higher level of maintenance within the subdivision. Upon dedication of the common areas to the City, the City has a right to add or remove any appurtenances or structures that may impede the City's ability to perform its maintenance obligations. The City shall have the right to assess the property owners for any incurred demolition costs.

VII. AMENITIES

- A. **Neighborhood Amenities:** The following amenities shall be required for Legacy Pointe:

1. Entry areas shall feature enhanced landscaping, as shown on the landscape plan.

VIII. REQUESTED DEVIATIONS

A. Lot Requirement Comparison

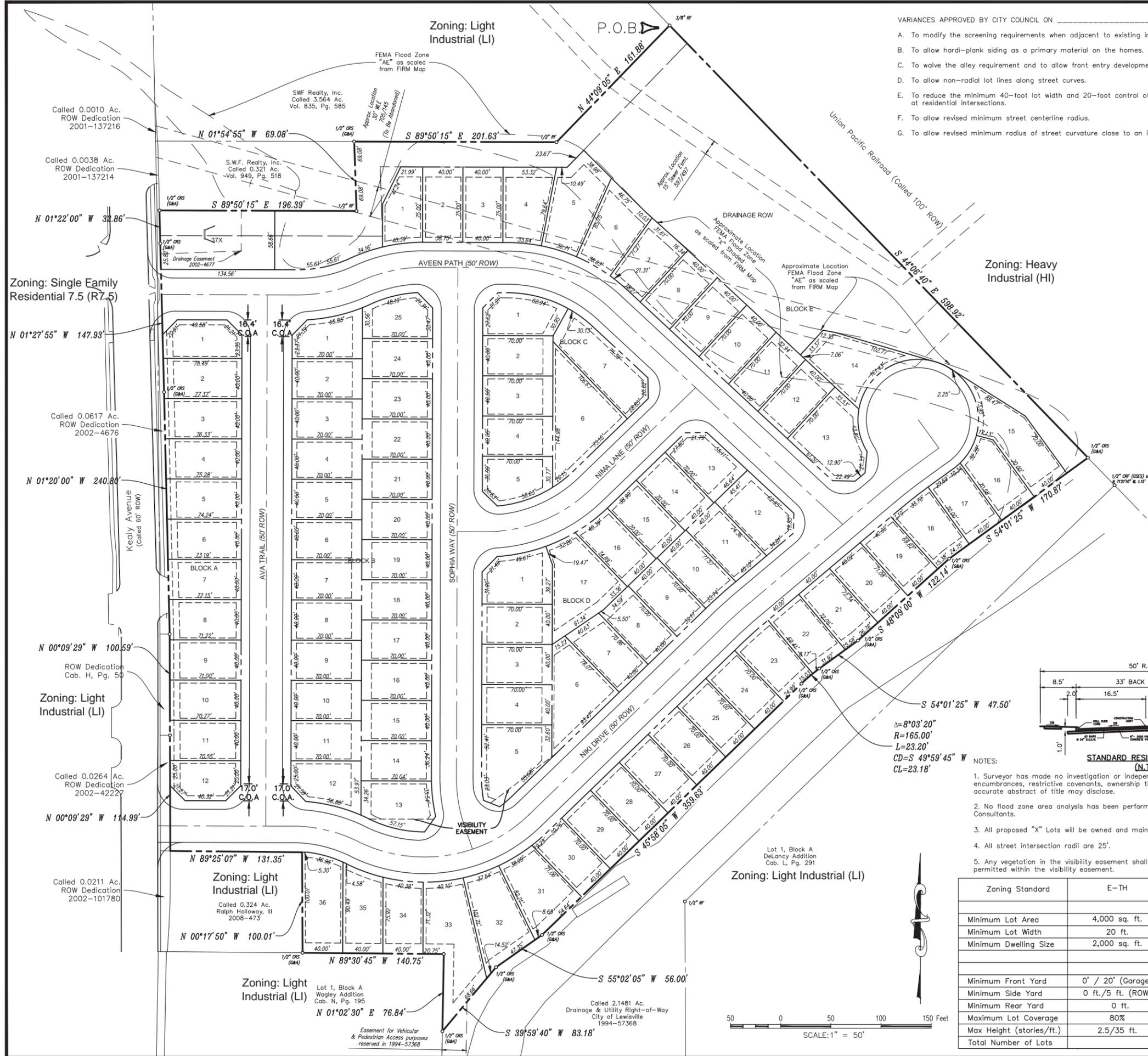
	Lot Requirement Comparison	
	Required: E-TH	Requested: PD
Minimum Dwelling Size	2,000 square feet	33% of units 1,500 square feet 33% of units 1,800 square feet 34% of units 2,000 square feet
Minimum Lot Area	4,000 square feet	2,700 square feet
Minimum Front Yard:	5' / 20' Garage	5' / 17.5' Garage
Minimum Side Yard:	0' / 5' adjacent to street ROW	2' and 3' / 5' adjacent to street ROW
Minimum Rear Yard:	0'	10'

IX. REQUESTED VARIANCES

A. List of Requested Variances

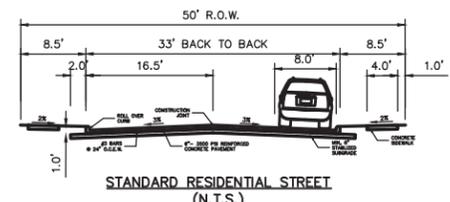
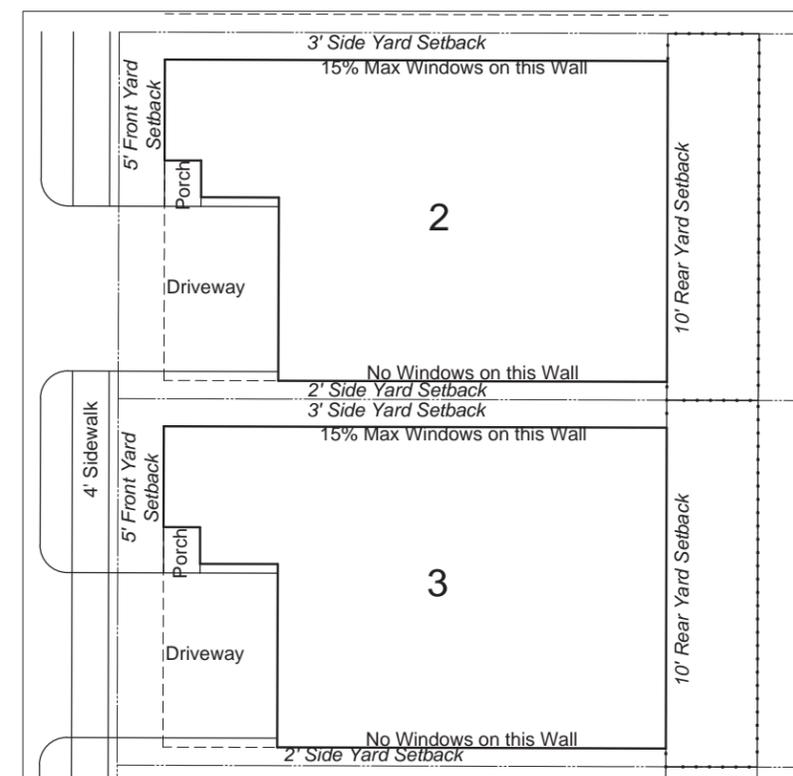
- a. To modify the screening requirements when adjacent to existing industrial uses.
- b. To allow hardi-plank siding as a primary material on the homes.
- c. To waive the alley requirement and to allow front entry development.
- d. To allow non-radial lot lines along curved streets.
- e. To reduce the minimum 40-foot lot width and 20-foot control of access for corner lots at residential intersections.
- f. To allow revised minimum street centerline radius.
- g. To allow revised minimum radius of street curvature close to an intersection.

File: 210251 (550A) D:\Projects\210251\210251.dwg, ZONING CONCEPT PLAN, Plot Date: 2/20/2017 5:22 PM, by: [redacted], Scale: 2/20/2017 3:38 PM, by: [redacted]



- VARIANCES APPROVED BY CITY COUNCIL ON _____:
- A. To modify the screening requirements when adjacent to existing industrial uses.
 - B. To allow hard-plank siding as a primary material on the homes.
 - C. To waive the alley requirement and to allow front entry development.
 - D. To allow non-radial lot lines along street curves.
 - E. To reduce the minimum 40-foot lot width and 20-foot control of access for corner lots at residential intersections.
 - F. To allow revised minimum street centerline radius.
 - G. To allow revised minimum radius of street curvature close to an intersection.

LEGEND	
RF	= REBAR FOUND
CRS	= CAPPED REBAR SET
BL	= BUILDING LINE
UE	= UTILITY EASEMENT
CRF	= CAPPED REBAR FOUND
P.O.B.	= POINT OF BEGINNING
CM	= CONTROLLING MONUMENT
G&A	= G&A CONSULTANTS, INC. STREET NAME
PRDCT	= PLAT RECORDS, DENTON COUNTY, TEXAS
RPRDCT	= REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
MAE	= MUTUAL ACCESS EASEMENT
SSE	= SANITARY SEWER EASEMENT
WLE	= WATER LINE EASEMENT
PE	= PIPELINE EASEMENT
D.C.E.C.	= DENTON COUNTY ELECTRIC COOPERATIVE



$\Delta = 8^{\circ}03'20''$
 $R = 165.00'$
 $L = 23.20'$
 $CD = S 49^{\circ}59'45'' W 48.09'00''$
 $CL = 23.18'$

- NOTES:
1. Surveyor has made no investigation or independent search for easement of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
 2. No flood zone area analysis has been performed on the subject property by G&A Consultants.
 3. All proposed "X" Lots will be owned and maintained by the Homeowner's Association.
 4. All street intersection radii are 25'.
 5. Any vegetation in the visibility easement shall not exceed 30" in height. Fencing is not permitted within the visibility easement.

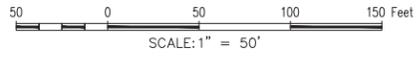
Zoning Standard	E-TH	PD w/ E-TH
Minimum Lot Area	4,000 sq. ft.	2,700 sq. ft.
Minimum Lot Width	20 ft.	30 ft.
Minimum Dwelling Size	2,000 sq. ft.	1,500 sq. ft. (33% of units)
		1,800 sq. ft. (33% of units)
		2,000 sq. ft. (34% of units)
Minimum Front Yard	0' / 20' (Garage)	5 ft./17.5 (Garage)
Minimum Side Yard	0 ft./5 ft. (ROW)	2 ft. and 3 ft./5 ft. (ROW)
Minimum Rear Yard	0 ft.	10 ft.
Maximum Lot Coverage	80%	80%
Max Height (stories/ft.)	2.5/35 ft.	2.5/35 ft.
Total Number of Lots		97

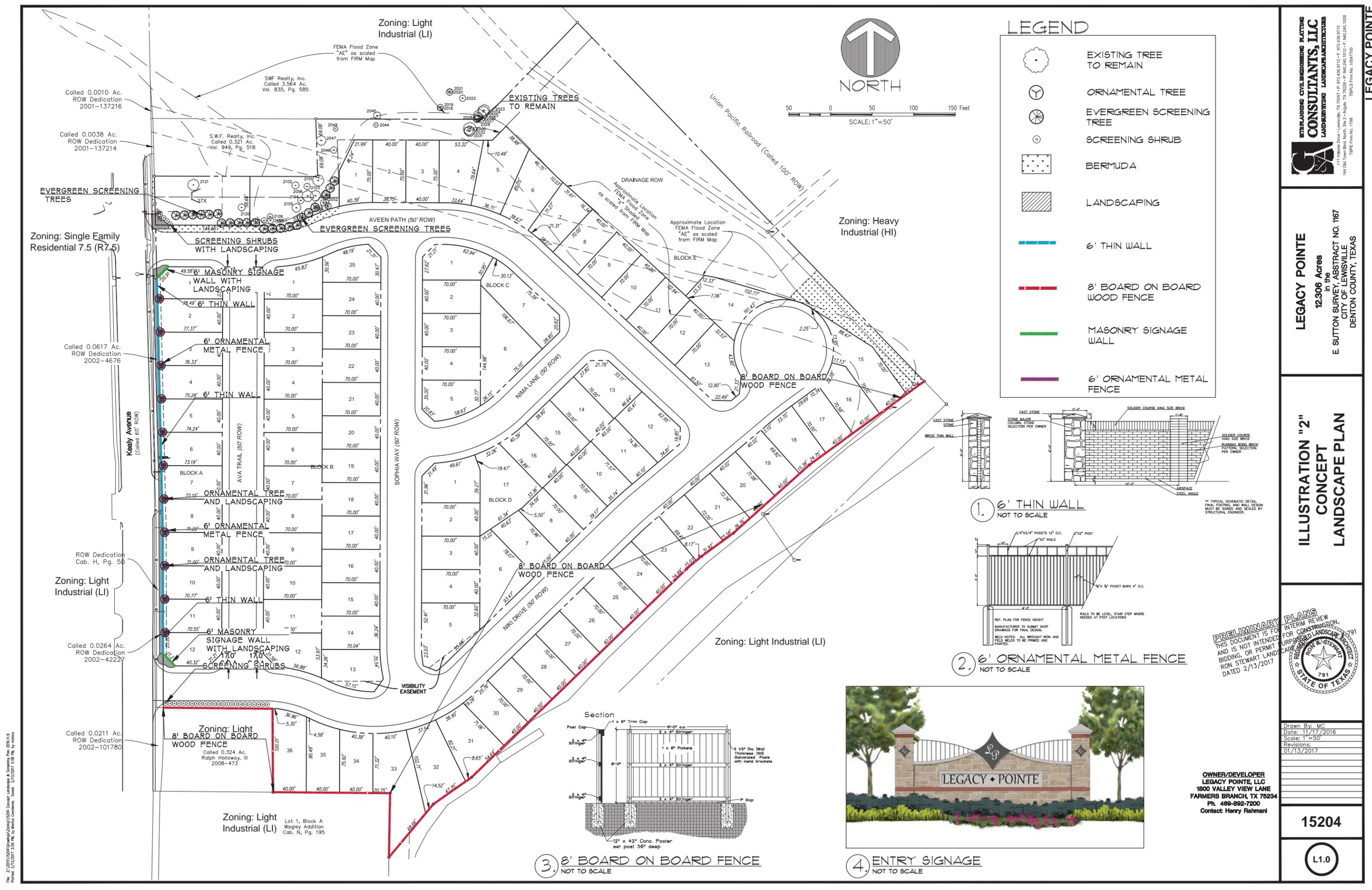
LOT DETAIL
 Scale: 1"=10'
ILLUSTRATION "1"
CONCEPT PLAN
 LEGACY POINTE
 12.293 Acres
 in the
 E. SUTTON SURVEY, ABSTRACT NO. 1167
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

Revisions: **G&A CONSULTANTS, LLC**
 SITE PLANNING CIVIL ENGINEERING PLANNING
 LAND SURVEYING LANDSCAPE ARCHITECTURE
 111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
 144 Old Town Blvd. North, Ste 2 • Argyle, TX 76226 • P: 940.240.1012 • F: 940.240.1028
 TBPE Firm No. 1798 TBPLS Firm No. 10047700

DRAWN BY: TPM DATE: 02/20/2017 SCALE: 1" = 50' JOB. No. 15204

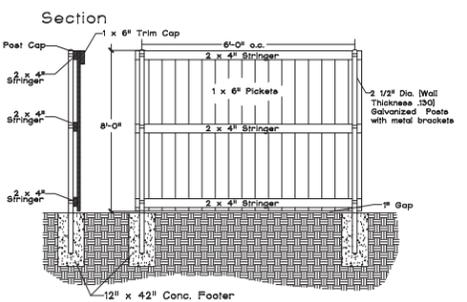
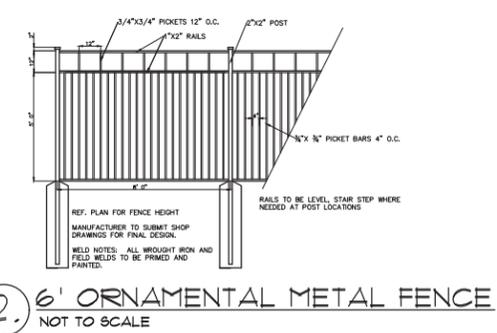
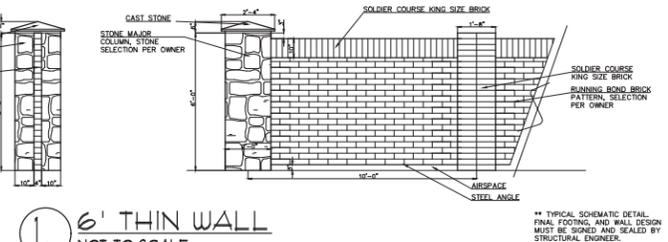
OWNER/DEVELOPER:
 LEGACY POINTE, LLC
 1800 VALLEY VIEW LANE
 FARMERS BRANCH, TX 75234
 Ph. 469-892-7200
 Contact: Henry Rahmani





LEGEND

- EXISTING TREE TO REMAIN
- ORNAMENTAL TREE
- EVERGREEN SCREENING TREE
- SCREENING SHRUB
- BERMUDA
- LANDSCAPING
- 6' THIN WALL
- 8' BOARD ON BOARD WOOD FENCE
- MASONRY SIGNAGE WALL
- 6' ORNAMENTAL METAL FENCE



STEERING CIVIL ENGINEERING PLANNING CONSULTANTS, LLC
LANDSCAPING ARCHITECTURE
111 Hillside Drive - Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
144 Old Town Blvd. North, Ste 2 - Arlington, TX 76020 • P: 940.240.1012 • F: 940.240.1028
TPELS Firm No. 1798 TPELS Firm No. 10047700

LEGACY POINTE
12,306 Acres
in the
E. SUTTON SURVEY, ABSTRACT NO. 1167
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS

ILLUSTRATION "2"
CONCEPT
LANDSCAPE PLAN

PRELIMINARY PLANS
FOR CONSTRUCTION
INTERIM REVIEW
THIS DOCUMENT IS FOR CONSTRUCTION INTERIM REVIEW ONLY AND IS NOT INTENDED FOR BIDDING OR PERMITTING. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND INCHES.
RON STEWART LANDSCAPE ARCHITECT
STATE OF TEXAS
791

Drawn By: MC
Date: 11/17/2016
Scale: 1"=50'
Revisions:
01/13/2017

OWNER/DEVELOPER
LEGACY POINTE, LLC
1800 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234
Ph. 469-892-7200
Contact: Henry Rahmani

15204

L1.0

File: 2/13/2017 1:55:04 PM (D:\Projects\Legacy\15204_Concept_Landscaping_Schematic_Plan_15204.dwg) Plot: 2/13/2017 3:59 PM, by Monica Conner, Scale: 2/13/2017 3:59 PM, by Monica

Illustration 3 - Architectural Representation



Illustration 3 - Architectural Representation



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: February 24, 2017

SUBJECT: Public Hearing: Consideration of a First Amendment to the Strategic Partnership Agreement Between the City of Lewisville and Denton County Fresh Water Supply Districts 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, and 1-H.

BACKGROUND

Section 43.0751 of the Local Government Code allows a city to annex all or part of a special district for limited purposes through the use of a strategic partnership agreement. The statute allows the city to impose a sales and use tax within the boundaries of the parts of the district that are annexed for limited purposes. A strategic partnership agreement is required to be approved by the governing bodies of the special districts and the city to establish the limited annexation of the properties.

Early in 2009, the City worked with the managing district of Castle Hills, Denton County Fresh Water Supply District 1-A, to identify tracts of land that included commercial property. These properties became the areas subject to the limited annexation for sales and use tax purposes. Public right-of-ways were included with the commercial tracts for limited annexation to achieve contiguity between all commercial tracts. Public hearings were held at the City and held at each District. City Council approved the Strategic Partnership Agreement on July 20, 2009.

The Strategic Partnership Agreement allowed the City to impose 1.25% sales tax. The one cent (1.00%) general sales tax is imposed in exchange for police, fire and EMS services provided by the City to the Districts. If any taxes remain after the payment of the public safety services, the amount is split between the City and the Castle Hills Districts and the Districts must use any sales tax they receive for paying down outstanding liabilities owed to the developer. The .25% levied for 4B sales tax purposes must be used for park/library purposes only as approved in the 4B election.

State law does not allow the .50% sales tax collected for Denton County Transportation Authority to be levied in a City's ETJ (extraterritorial jurisdiction). The combined .25% sales tax for the Crime and Fire Control Prevention Districts cannot be imposed without an election.

ANALYSIS

Since 2009, Castle Hills has continued to develop. In addition to the residential growth, new tracts have been identified as properties for commercial development. A first amendment to the strategic partnership agreement is needed to include these tracts.

Two public hearings are required under Section 43.0751 prior to adoption of a strategic partnership agreement as well as any amendment made to the agreement. Members of the public who wish to present testimony or provide evidence regarding the proposed agreement must be given the opportunity to do so during the public hearings. Notice of the first public hearing has been published as required by the statute. The second public hearing is scheduled for March 20, 2017 and notice will be published for this public hearing. All Denton County Fresh Water Supply Districts conducted their public hearings and have approved this First Amendment to the Strategic Partnership Agreement.

Sales tax collected within the Districts' original commercial tracts was \$1.24 million for fiscal year 2015-16. Of this amount, \$248,356 was collected for 4B park and library purposes. Most of the remaining was used to reimburse the City for public safety services within the Districts but \$141,635 was returned to the Districts to pay down developer liabilities that had been incurred.

RECOMMENDATION

It is City staff's recommendation the City Council conduct the public hearing.

**FIRST AMENDMENT
TO
STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF LEWISVILLE, TEXAS
AND DENTON COUNTY FRESH WATER SUPPLY DISTRICTS 1-A, 1-B, 1-C, 1-D, 1-E,
1-F, 1-G AND 1-H**

THIS FIRST AMENDMENT STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF LEWISVILLE, TEXAS AND DENTON COUNTY FRESH WATER SUPPLY DISTRICTS 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G AND 1-H (this "First Amendment") is entered into by and between **CITY OF LEWISVILLE, TEXAS**, a Home-Rule municipal corporation principally situated in Denton, County, Texas (the "City"), and the **DENTON COUNTY FRESH WATER SUPPLY DISTRICTS Nos. 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G AND 1-H** (the "Districts"), all acting under the authority of Section 43.0751 of the Texas Local Government Code (the "Act") and will be effective on the date it is signed by both the City and the Districts.

RECITALS:

WHEREAS, the City and the Districts have entered into that certain Strategic Partnership Agreement (the "Agreement"), dated as of June 17, 2009; and

WHEREAS, the City and the Districts desire to amend the Agreement as provided herein to add certain tracts of land to the Agreement (the "Additional Land"); and

WHEREAS, Section 10.03 of the Agreement permits the amendment thereof by mutual consent of the City and the Districts;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the City and the Districts as follows:

SECTION 1. Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement.

- (a) This First Amendment provides for the annexation by the City, for limited purposes, of the commercially designated Additional Land within the Districts as more specifically described in Exhibit B, such Exhibit B to be incorporated into the Agreement for all purposes.
- (b) The names and addresses of the parties to whom notice must be given pursuant to Section 11.01 of the Agreement are hereby replaced in their entirety by the following:

City: Donna Barron
City of Lewisville
151 West Church Street
Lewisville, Texas 75057
Phone: (972) 219-3405

District: J. Philip Brosseau
General Manager
Denton County Fresh Water Supply District No. 1-A
2540 King Arthur Blvd.
Lewisville, Texas 75056

With a copy to:

Ross Martin
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas TX 75201

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this First Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This First Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without reference to choice of law doctrine.

SECTION 5. Severability. In case any provision in or obligation under this First Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This First Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

SECTION 7. Counterparts. This First Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

SECTION 9. Effective Date. The effective date of this First Amendment shall be the date of execution of the last party to execute this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date first written above.

THE CITY OF LEWISVILLE, TEXAS

By: _____
Mayor

Date: _____

Attest: _____
City Secretary

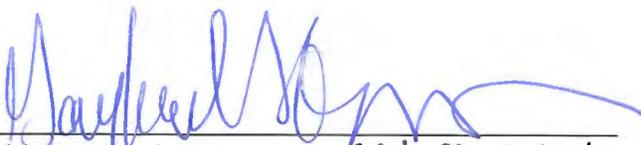
STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Rudy Durham, Mayor of the City of Lewisville, Texas, known to me to be the person who signed in my presence the above Certificate and acknowledged to me that he executed the above and foregoing Certificate for the purposes therein stated.

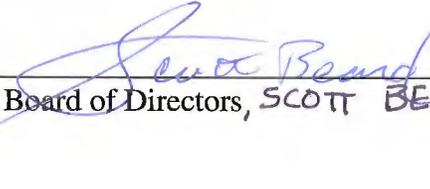
Given under my hand and seal of office, this _____, 2017.

Notary Public in and for the State of Texas
[Seal]

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-A

By: 
President, Board of Directors, GAYLORD O'CON

Date: 10-18-16

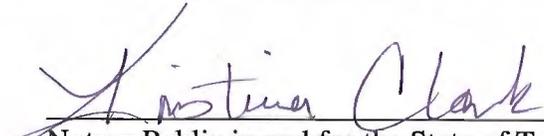
Attest: 
Secretary, Board of Directors, SCOTT BEARD

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared GAYLORD O'CON, President of the Board of Directors of Denton County Fresh Water District No. 1-A, known to me to be the person who signed in my presence the above Certificate and acknowledged to me that he executed the above and foregoing Certificate for the purposes therein stated.

Given under my hand and seal of office, this 18TH DAY OF OCTOBER, 2016.




Notary Public in and for the State of Texas

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-B

By: [Signature]
President, Board of Directors

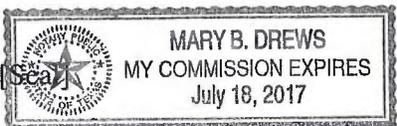
Date: 01-04-2017

Attest: [Signature]
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Guy Harris, President of the Board of Directors of Denton County Fresh Water District No. 1-B, known to me to be the person who signed in my presence the above Certificate and acknowledged to me that he executed the above and foregoing Certificate for the purposes therein stated.

Given under my hand and seal of office, this January 4, 2017.



Mary B. Drews
Notary Public in and for the State of Texas

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-C

By: David R Moore
President, Board of Directors, DAVID MOORE

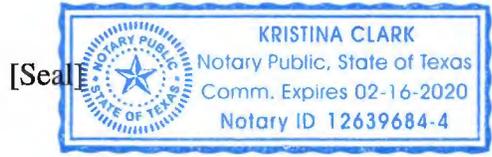
Date: 10-18-2016

Attest: Julie Koustoubardis
ASST. Secretary, Board of Directors, JULIE KOUSTOUBARDIS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

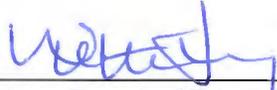
BEFORE ME, the undersigned authority, on this day personally appeared DAVID MOORE, President of the Board of Directors of Denton County Fresh Water District No. 1-C, known to me to be the person who signed in my presence the above Certificate and acknowledged to me that he executed the above and foregoing Certificate for the purposes therein stated.

Given under my hand and seal of office, this 18TH OF OCTOBER, 2016.

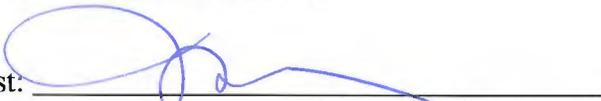


Kristina Clark
Notary Public in and for the State of Texas

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-D

By: 
President, Board of Directors, WILLIAM LUX

Date: 10-18-2016

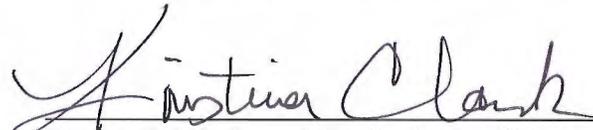
Attest: 
Secretary, Board of Directors, KIM ORTIZ

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM LUX, President of the Board of Directors of Denton County Fresh Water District No. 1-D, known to me to be the person who signed in my presence the above Certificate and acknowledged to me that he executed the above and foregoing Certificate for the purposes therein stated.

Given under my hand and seal of office, this 18TH DAY OF OCTOBER 2016.




Notary Public in and for the State of Texas

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-E

By: [Signature]
President, Board of Directors

Date: _____

Attest: [Signature]
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared SETH HIGGINS, President of the Board of Directors of Denton County Fresh Water District No. 1-E, known to me to be the person who signed in my presence the above Certificate and acknowledged to me that he executed the above and foregoing Certificate for the purposes therein stated.

Given under my hand and seal of office, this 21ST OF OCTOBER, 2016.



[Seal]

[Signature]
Notary Public in and for the State of Texas

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-F

By: Matthew Taylor
President, Board of Directors, **MATTHEW TAYLOR**

Date: 10-19-2016

Attest: Colleen Marchetti
Secretary, Board of Directors, **COLLEEN MARCHETTI**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW TAYLOR**, President of the Board of Directors of Denton County Fresh Water District No. 1-F, known to me to be the person who signed in my presence the above Certificate and acknowledged to me that he executed the above and foregoing Certificate for the purposes therein stated.

Given under my hand and seal of office, this 19th OF OCTOBER, 2016.



Kristina Clark
Notary Public in and for the State of Texas

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-G

By: [Signature]
President, Board of Directors, MARK C. CROUCH

Date: 10-19-2016

Attest: [Signature]
ASST. Secretary, Board of Directors, MARCUS O'CAN

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK CROUCH, President of the Board of Directors of Denton County Fresh Water District No. 1-G, known to me to be the person who signed in my presence the above Certificate and acknowledged to me that he executed the above and foregoing Certificate for the purposes therein stated.

Given under my hand and seal of office, this 19th OF OCTOBER, 2016.

[Signature]
Notary Public in and for the State of Texas



DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-H

By: Patti Brown
VICE President, Board of Directors, PATTI BROWN

Date: 10-18-2016

Attest: Corwin Snow
Secretary, Board of Directors, CORWIN SNOW

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared PATTI BROWN, VICE President of the Board of Directors of Denton County Fresh Water District No. 1-H, known to me to be the person who signed in my presence the above Certificate and acknowledged to me that he executed the above and foregoing Certificate for the purposes therein stated.

Given under my hand and seal of office, this 18TH OF OCTOBER, 2016.

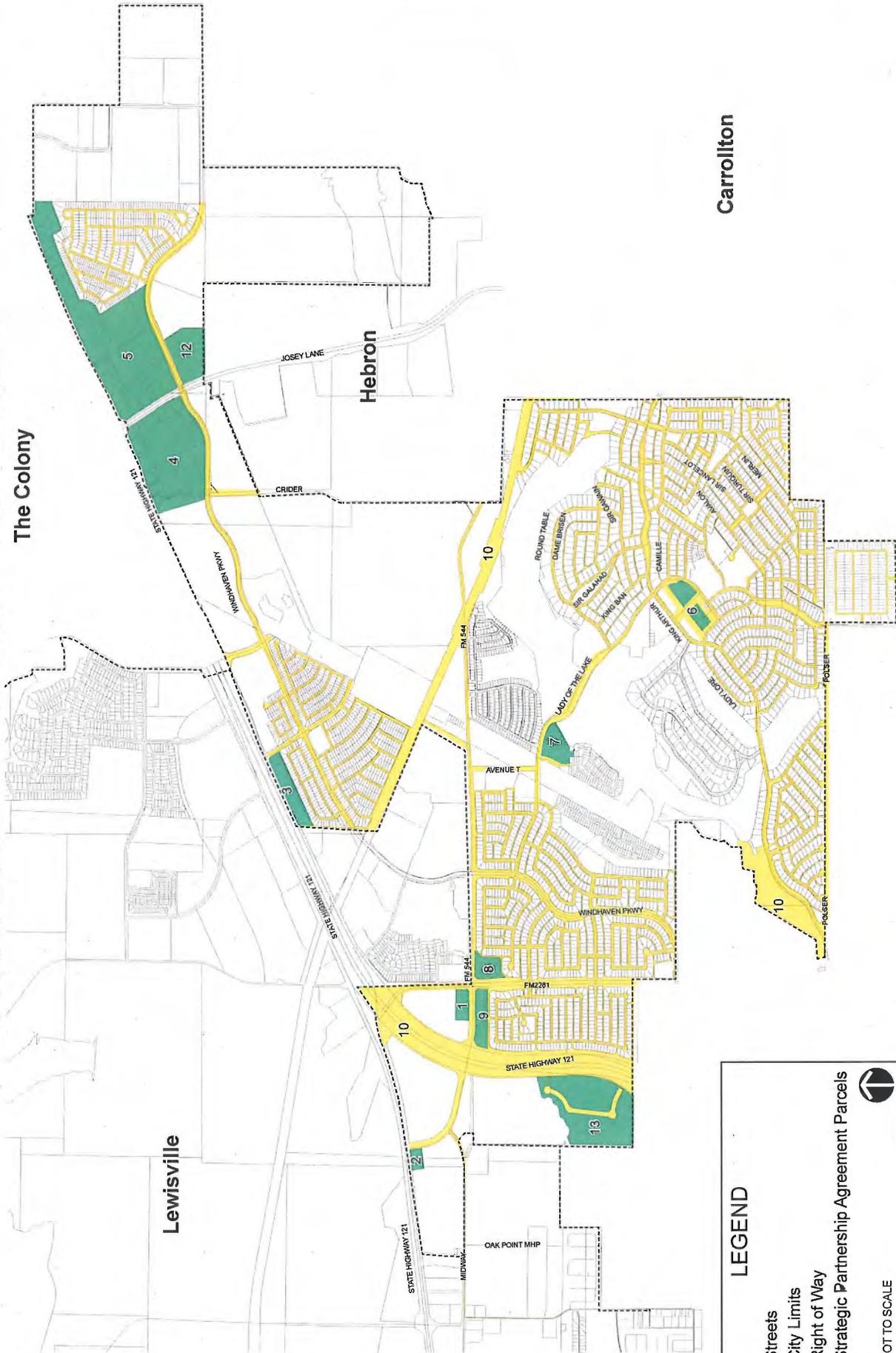
Kristina Clark
Notary Public in and for the State of Texas



EXHIBIT "B"

STRATEGIC PARTNERSHIP AGREEMENT

The Colony



LEGEND

- Streets
- City Limits
- Right of Way
- Strategic Partnership Agreement Parcels

NOT TO SCALE

Parcel 1 - Trinsic Castle Hills Addition 2.9633 acres (DCFWSO 1G)

BEING a tract of land situated in the B.B.B. & C.R.R. Survey Abstract No. 180, Denton County, Texas, said tract being all of Lot 2, Block A of Trinsic Castle Hills Addition, an addition to the City of Lewisville ETJ, Denton County, Texas, as recorded in Document No. 2012-256, Deed Records Denton County, Texas (DRDCT); said tract being more particularly described as follows:

BEGINNING at the southwest end of a corner clip at the intersection of the north line of Farm To Market Road No. 544 (FM 544) (a variable width right-of-way), with the west line of Farm To Market Road No. 2281 (FM 2281 Denton Rd.) (a variable width right-of-way);

1. THENCE South $89^{\circ}13'48''$ West, along the north line of said FM 544, for a distance of 472.25 ft. to a point for corner;
2. THENCE North $00^{\circ}03'28''$ East, departing said north line, for a distance of 262.21 ft. to a point for corner;
3. THENCE North $89^{\circ}59'01''$ East, for a distance of 503.38 ft. to a point for corner on the west line of said F.M. 2281;
4. THENCE South $01^{\circ}56'39''$ East, along said west line, for a distance of 45.62 ft. to an angle point in the west line of said FM 2281;
5. THENCE South $04^{\circ}16'54''$ West, along said west line, for a distance of 110.65 feet to an angle point;
6. THENCE South $01^{\circ}56'39''$ East, along said west line, for a distance of 71.66 feet to a point for corner at the northeast end of the corner clip at the intersection of the north line of FM 544 with said west line;
7. THENCE South $43^{\circ}39'04''$ West, along said corner clip, for a distance of 39.33 ft. to the POINT OF BEGINNING and containing 2.9633 acres of land.

Parcel 2 - RACETRAC 1.884 acres (DCFWSO 1-G)

BEING a tract of land situated in the S.M. Haydon Survey, Abstract No. 537 and the J.R. McWhorter Survey, Abstract No. 1690, and being a part of the tract known as Denton County Fresh Water Supply District 1-G in the City of Lewisville (ETJ), Denton County, Texas, and being all of Lot 1, Block A of 121/544 Addition, an addition to the City of Lewisville ETJ, Denton County, Texas as recorded in Document No. 2013-301, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

1. BEGINNING at a ½ inch iron rod found for corner at the intersection of the South line of State Highway No. 121 (a variable width right-of-way) and the West line of F.M. Road No. 544 (a 120 foot right-of way);
2. THENCE South 08 degrees 51 minute 53 seconds East, leaving said intersection and along the West line of F.M. Road No. 544 a distance of 239.86 feet to a ½ inch iron rod set with yellow cap stamped "TXHS" for corner;
3. THENCE South 81 degrees 08 minute 10 seconds West, leaving the West line of said F.M. Road No. 544, along the south line of said Lot 1, a distance of 342.20 feet to a ½ inch iron rod set with yellow cap stamped "TXHS" for corner;
4. THENCE North 08 degrees 51 minute 50 seconds West, along the west line of said Lot 1, a distance of 239.86 feet to a ½ inch iron rod set with yellow cap stamped "TXHS" for corner in the South line of said State Highway No. 121;
5. THENCE North 81 degrees 08 minute 10 seconds East, along the South line of said State Highway No. 121, a distance of 342.20 feet to the Point of Beginning and containing 82,081 square feet or 1.884 acres of land.

Parcel 3 - Assured Self Storage 7.203 acres (DCFWSO 1F)

BEING a tract of land situated in the Amos Singleton Survey Abstract No. 1138, Denton County, Texas; and being all of Lots 1 and 2, Block A of Assured Storage – Lewisville Addition, an addition to the City of Lewisville ETJ, Denton County, Texas, as recorded in Document No. 2012-167, Deed Records, Denton County, Texas (DRDCT); said tract of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the intersection of the east line of a tract conveyed to E-Systems, Inc. Pool Trust as Tract II as recorded in Volume 1067, Page 962 DRDCT with the south line of State Highway No. 121, said point also being the northwest corner of said Lot 1;

1. THENCE North 60°47'09" East for a distance of 1233.42 ft. to a point for corner at the north end of a corner clip at the intersection of said south line with the west line of Essex Drive (an 80 ft. right-of-way);
2. THENCE South 74°17'46" East, departing said south line, and along said corner clip, for a distance of 42.46 ft. to a point for corner at the south end of said clip on said west line of Essex Drive;
3. THENCE South 29°14'15" East, along said west line, for a distance of 205.47 ft. to a point for corner;
4. THENCE South 60°47'32" West, departing said west line, for a distance of 1406.32 ft. to a point for corner in the east line of said E-Systems tract;
5. THENCE North 02°05'21" East, along said east line, for a distance of 236.76 feet to an angle point;
6. THENCE North 01°37'16" East, along said east line, for a distance of 38.51 ft. to the POINT OF BEGINNING and containing 7.203 acres of land.

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 2B

Parcel 4 - Shops at Castle Hills 47.3965 acres (DCFWSO 1G)

BEING a tract of land situated in the T. Wilson Survey, Abstract No. 1352, the B.Schoonover Survey, Abstract No. 1209, and the R. P. Hardin Survey, Abstract No. 613, Denton County, Texas and being all of Lots 1-15, Block A of The Shops of Castle Hills Addition, an addition to the City of Lewisville ETJ, Denton County, Texas and being more particularly described as follows:

BEGINNING at the east end of a corner clip at the intersection of the south line of State Highway No. 121 with the west line of Josey Lane (a 120 ft. right-of-way);

1. THENCE South $29^{\circ}07'53''$ East along the westerly right-of-way of Josey Lane for a distance of 705.80 ft. to the beginning of a circular curve to the right;
2. THENCE continuing along said westerly line with said circular curve to the right having a central angle of $04^{\circ}23'41''$, a radius of 5669.58 ft., and a chord of 434.76 ft., for an arc distance of 434.86 ft. to a point for corner at the north end of a corner clip at the intersection of said west line with the north line of Windhaven Parkway as recorded in Cabinet Y, Sheet 644, Deed Records, Denton County, Texas;
3. THENCE South $21^{\circ}28'19''$ West, along said corner clip, for a distance of 41.38 ft to a point for corner at the south end of said corner clip and on the north line of said Windhaven Parkway;
4. THENCE South $66^{\circ}02'27''$ West, along said north line, for a distance of 56.75 ft to a point for corner at the beginning of a tangent curve to the left;
5. THENCE continuing along said north line with said tangent curve, through a central angle of $23^{\circ}35'15''$, a radius of 800.00 ft, and a chord bearing South $54^{\circ}14'49''$ West, a chord distance of 327.02 ft, for a total arc distance of 329.34 ft to a point for corner at the end of said curve;
6. THENCE South $42^{\circ}27'12''$ West, continuing along said north line, for a distance of 93.10 ft to a point for corner at the beginning of a tangent curve to the right;
7. THENCE continuing along said north line, with said tangent curve, through a central angle of $47^{\circ}13'41''$, a radius of 700.00 ft, and a chord distance of 560.80 ft, for a total arc distance of 577.00 ft to a point for corner at the end of said curve;
8. THENCE South $89^{\circ}40'58''$ West, along said north line, for a distance of 747.68 ft. to a point for the beginning of a circular curve to the left;
9. THENCE continuing along said north line with said curve to the left having a central angle of $03^{\circ}29'40''$, a radius of 800.00 feet, and a chord of 48.78 feet, for an arc distance of 48.79 feet to a point at the southwest corner of said The Shops of Castle Hills Addition;

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 2B

10. THENCE North $15^{\circ}19'37''$ West, along the west line of said The Shops of Castle Hills Addition, for a distance of 972.71 feet to a point for corner in the south line of said State Highway No. 121;
11. THENCE North $60^{\circ}56'34''$ East, along said south line, for a distance of 328.49 feet to a point for corner;
12. THENCE North $63^{\circ}04'29''$ East, along said south line, for a distance of 22.16 ft. to a point for corner;
13. THENCE North $63^{\circ}25'58''$ East, continuing along said south line, for a distance of 144.29 ft. to a point for corner;
14. THENCE North $66^{\circ}18'37''$ East, continuing along said south line, for a distance of 480.18 ft. to a point for corner;
15. THENCE North $60^{\circ}47'18''$ East, continuing along said south line, for a distance of 149.82 ft. to a point for corner;
16. THENCE North $65^{\circ}21'35''$ East, continuing along said south line, for a distance of 150.48 ft. to a point for corner;
17. THENCE North $60^{\circ}52'08''$ East, continuing along said south line, for a distance of 178.37 ft. to a point for corner at the west end of said corner clip at Josey Lane;
18. THENCE South $76^{\circ}36'38''$ East, along said corner clip, for a distance of 125.21 ft. to the POINT OF BEGINNING and containing 48.0000 acres of land, save and except 0.6035 acres of land dedicated for street rights-of-way, leaving a net of 47.3965 acres of land.

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 3

Parcel 5 - Lewisville Towne Crossing 74.2025 acres (DCFWSO 1F)

BEING a tract of land situated in the T. Wilson Survey, Abstract No. 1352, the R. P. Hardin Survey, Abstract No. 613, the J.B. Shipps Survey, Abstract No. 1227, and the David Cook Survey, Abstract No. 234, Denton County, Texas; and including all of Lewisville Towne Crossing Addition Lots 1-8, Block A, as recorded in Cabinet Y, Page 388, Deed Records, Denton County, Texas and all of Lots 1-7, Block A of Castle Hills Addition, Phase 8, Section B Commercial as recorded in Document No. 2014-159, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the south end of a corner clip at the intersection of the south line of State Highway 121 (SH121), with the east line of Josey Lane, a 120 foot wide right-of-way;

1. THENCE North $15^{\circ}11'48''$ East along said corner clip for a distance of 130.91 feet to the south line of SH121;
2. THENCE North $60^{\circ}50'28''$ East for a distance of 441.35 feet, and continuing along the south line of SH121 as follows;
3. North $55^{\circ}16'21''$ East for a distance of 474.68 feet;
4. North $58^{\circ}06'31''$ East for a distance of 274.42 feet;
5. North $60^{\circ}47'30''$ East for a distance of 1583.89 feet;
6. North $63^{\circ}29'47''$ East for a distance of 267.19 feet;
7. North $66^{\circ}11'18''$ East for a distance of 700.68 feet;
8. North $60^{\circ}47'34''$ East for a distance of 87.05 feet to a point;
9. THENCE South $00^{\circ}26'22''$ East, departing SH121, for a distance of 97.47 feet to point;
10. THENCE North $89^{\circ}57'34''$ East for a distance of 201.20 feet to a point at the northwest corner of that tract of land conveyed to M.E. Tittle as evidenced by deed recorded in Volume 296, Page 263 DRDCT;
11. THENCE South $00^{\circ}31'25''$ East along the west line of the aforementioned Tittle tract and the west line of that tract conveyed to M.E. Tittle as evidenced by deed recorded in Volume 326, Page 71 DRDCT for a distance of 373.62 feet to a point for corner;
12. THENCE South $64^{\circ}28'35''$ West, along the south line of said Section 8B, for a distance of 451.58 feet to a point at the beginning of a curve to the right that has a central angle of $90^{\circ}00'00''$, a radius of 60.00 feet and a chord that bears North $71^{\circ}31'25''$ West, 84.85 feet;
13. THENCE along the south line of said Phase 8B and said curve to the right an arc length of 94.25 feet to a point at the end of said curve;

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 3

14. THENCE North $25^{\circ}31'25''$ West, along the south line of said Phase 8B, for a distance of 152.67 feet to a point for corner;
15. THENCE South $63^{\circ}16'06''$ West, along the south line of said Phase 8B, for a distance of 54.44 feet to a point for corner;
16. THENCE South $66^{\circ}10'00''$ West, along the south line of said Phase 8B, for a distance of 205.49 feet to a point for corner;
17. THENCE South $63^{\circ}30'45''$ West, along the south line of said Phase 8B, for a distance of 252.61 feet to a point for corner;
18. THENCE South $60^{\circ}47'42''$ West, along the south line of said Phase 8B, for distance of 686.07 feet to a point for corner on a non-tangent curve to the right thaty has a central angle of $76^{\circ}53'10''$, a radius of 330.00 feet and a chord that bears South $26^{\circ}08'12''$ West, 410.35 feet;
19. THENCE along the south line of said Phase 8B and said curve to the right an arc length of 410.35 feet to a point at the end of said curve;
20. THENCE South $64^{\circ}34'47''$ West, along the south line of said Phase 8B, for a distance of 54.67 feet to a point for corner in the east line of said Lewisville Towne Center Addition;
21. THENCE South $29^{\circ}12'30''$ East, along the east line of said Lewisville Towne Center Addition, for a distance of 1024.28 ft. to a point for corner in the north line of Windhaven Parkway, for the beginning of a non-tangent circular curve to the left;
22. THENCE along said north line with said circular curve to the left, having a central angle of $41^{\circ}55'37''$, a radius of 860.00 ft., a tangent length of 329.49 ft., and a chord of 615.37 ft., for an arc distance of 629.32 ft. to a point for corner at the end of said curve;
23. THENCE South $60^{\circ}50'28''$ West, along said north line, for a distance of 1053.54 ft. to a angle point;
24. THENCE South $63^{\circ}26'33''$ West, along said north line, for a distance of 85.33 feet to an angle point;
25. THENCE South $66^{\circ}02'39''$ West, along said north line, for a distance of 57.57 feet to a point for corner at the south end of a corner clip at the intersection of the east line of Josey Lane and the north line of Windhaven Parkway;
26. THENCE North $69^{\circ}23'12''$ West, along said corner clip, for a distance of 40.76 feet to a point for corner in the east line of said Josey Lane, said point being the beginning of a non-tangent curve to the left;
27. THENCE along said east line with a circular curve to the left having a central angle of $04^{\circ}24'54''$, a radius of 5789.58 feet, a tangent length of 223.18 feet, and a chord length of 446.03 feet, for an arc distance of 446.14 feet to a point at the end of said curve;

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 3

28. THENCE North 29°07'51" West, continuing along the east line of said Josey Lane, for a distance of 705.94 feet to the POINT OF BEGINNING and containing 74.4534 acres of land, save and except 0.2509 acres dedicated for street right-of-ways, leaving a net of 74.2025 acres of land.

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 4

Parcel 6 - Castle Hills Village Center 3.9160 acres (DCFWSO 1D)

BEING part of Lot 1 and all of Lot 4, Block A of Castle Hills Village Center per final plat recorded in Cabinet U Page 789 Deed Records, Denton County, Texas (DRDCT), and being a portion of a 2628 acre tract known as Denton County Fresh Water Supply District No. 1 (DCFWSO No.1) as recorded in Volume 1191 Page 111 Deed Records Denton County, Texas (DRDCT); and being more particularly described as follows:

Lot 1

Being that portion of the Castle Hills Village Center, Lot 1, Block A, Unit 9, approximately 0.5776 acres of commercial/retail property only.

Lot 4 – 3.3384 acres

COMMENCING at the west end of a corner clip at the intersection of the southwest line of Lady of The Lake Blvd. (a 62 ft. right-of-way) with the southeast line of King Arthur Blvd. (a 62 ft. right-of-way); Thence South 88°05'30" East, along said corner clip, for a distance of 33.23 ft. to the east end of said corner clip; Thence South 43°05'30" East, along the southwest line of said Lady of The Lake Blvd., for a distance of 206.72 ft. to a point for the beginning of a circular curve to the right; Thence continuing along said southwest line, with said circular curve to the right having a central angle of 04°57'30", a radius of 269.00 ft., a tangent length of 11.65 ft., and a chord of 23.27 ft., for an arc distance of 23.28 ft. to the POINT OF BEGINNING:

1. THENCE continuing along said southwest line, with said circular curve to the right having a central angle of 37°01'32", a radius of 269.00 ft., a tangent length of 90.13 ft., and a chord length of 170.82 ft., for an arc distance of 173.83 ft. to a point for corner at the beginning of a compound curve to the right that has a central angle of 48°00'59", a radius of 640.08 feet, and a chord length of 520.86 feet;
2. THENCE along said southwest line and said curve to the right for a distance of 536.42 feet to a point at the end of said curve;
3. THENCE South 46°54'31" West, along said southwest line, for a distance of 24.16 ft. to a point for corner, said point being the most southerly corner of said Lot 4 Block A of said Village Center;
4. THENCE North 43°05'29" West, departing said southwest line and along the southwest line of said Lot 4, for a distance of 368.61 ft. to a point for corner at the most northerly of Lot 3 Block A, said point also being the most easterly corner of Lot 2 Block A;
5. THENCE North 46°54'30" East, along the southeast line of said Lot 1, for a distance of 567.99 ft. to the POINT OF BEGINNING and containing 3.3384 acres of land;
6. Total of 3.9160 acres of land.

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 5

Parcel 7 - Castle Hills Golf Course 6.049 acres (DCFWSO 1C)

BEING a tract of land situated in the Peyton R. Splane Survey, Abstract No. 1218 and the James Dooley Survey, Abstract No. 343, Denton County, Texas and being all of Lot 2A-1, Block A of Castle Hills Golf Course, an addition to the City of Lewisville ETJ, Denton County, Texas as recorded in Document No. 2014-201, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a point for corner on the south line of Lady of The Lake Blvd. (a variable width right-of-way at this point) as per plat recorded in Cabinet T, Page 116, Deed Records, Denton County, Texas, said point being the most easterly corner of Lot 2A-1, Block A of said Castle Hills Golf Course:

1. THENCE South 54°57'04" West, departing said south line and along a south line of said Lot 2A-1, for a distance of 486.96 ft. to a point for corner;
2. THENCE North 02°38'01" West, along an east line of said Lot 2A-1, for a distance of 2.57 feet to a point for corner;
3. THENCE South 87°21'59" West, along a south line of said Lot 2A-1, for a distance of 74.13 feet to a point for corner;
4. THENCE South 02°38'01" East, along an east line of said Lot 2A-1, for a distance of 71.92 feet to a point for corner;
5. THENCE North 87°21'59" East, along a south line of said Lot 2A-1, for a distance of 5.91 feet to a point for corner;
6. THENCE South 49°28'19" East, along a south line of said Lot 2A-1, for a distance of 36.05 feet to a point for corner in a north line of Eve Lake Court, said point also being in a non-tangent curve to the left that has a central angle of 19°28'16", a radius of 60.00 feet and a chord that bears South 50°15'50" West, 20.29 feet;
7. THENCE along said north line and said curve to the left an arc length of 20.39 feet to a point for corner;
8. THENCE North 49°28'19" West, along a south line of said Lot 2A-1, for a distance of 27.36 feet to a point for corner;
9. THENCE South 87°09'05" West, along a south line of said Lot 2A-1, for a distance of 92.50 feet to a point for corner;
10. THENCE North 02°50'55" West, along a west line of said Lot 2A-1, for a distance of 89.00 feet to a point for corner;

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 5

11. THENCE South $87^{\circ}09'05''$ West, along a south line of said Lot 2A-1, for a distance of 107.00 feet to a point for corner in the east line of The Lakes Boulevard (a variable width right-of-way);
12. THENCE North $02^{\circ}50'55''$ East, along said east line, for a distance of 161.27 feet to a point at the beginning of a curve to the right that has a central angle of $05^{\circ}48'01''$, a radius of 179.50 feet and a chord that bears North $00^{\circ}03'06''$ East, 18.16 feet;
13. THENCE along said east line and said curve to the right an arc length of 18.17 feet to a point at the end of said curve;
14. THENCE North $49^{\circ}12'39''$ East, along said east line, for a distance of 20.95 feet to a point on a non-tangent curve to the right that has a central angle of $15^{\circ}18'06''$, a radius of 165.00 feet and a chord that bears North $15^{\circ}38'22''$ East, 43.93 feet;
15. THENCE along said east line and said curve to the right an arc length of 44.07 feet to a point at the end of said curve;
16. THENCE North $23^{\circ}17'24''$ East, along said east line, for a distance of 151.44 feet to a point at the beginning of a curve to the left that has a central angle of $16^{\circ}44'21''$, a radius of 435.00 feet and a chord that bears North $14^{\circ}55'14''$ East, 126.64 feet;
17. THENCE along said curve to the left an arc length of 127.09 feet to a point at the end of said curve;
18. THENCE North $06^{\circ}33'03''$ East, along said east line, for a distance of 58.16 feet to a point for corner at the south end of a corner clip at the intersection of said The Lakes Boulevard and Lady of the Lake Boulevard;
19. THENCE North $51^{\circ}33'03''$ East, along said corner clip, for a distance of 16.66 feet to a point in the south line of said Lady of the Lake Boulevard, said point also being in a non-tangent curve to the right that has a central angle of $09^{\circ}31'24''$, a radius of 2150.00 feet and a chord that bears South $77^{\circ}27'58''$ East, 356.95 feet;
20. THENCE along said south line and said curve to the right an arc length of 357.36 feet to a point at the beginning of a compound curve to the right that has a central angle of $37^{\circ}23'19''$, a radius of 350.00 feet and a chord that bears South $54^{\circ}00'36''$ East, 224.36 feet;
21. THENCE along said south line and said curve to the right an arc length of 228.39 feet to a point at the end of said curve;
22. THENCE South $12^{\circ}44'40''$ East, along said south line, for a distance of 65.43 feet to the POINT OF BEGINNING and containing 6.049 acres of land.

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 1

Parcel 8 - Commercial Property 4.988 acres (DCFWSO 1E)

BEING a 4.9884 acre tract of land located in the Denton County, Texas and being part of the HARRISON YOUNG Survey, Abstract No. 1448, AND also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWSO No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

BEGINNING at the northeast corner of said 4.9884 acre tract; said point also being the northwest corner of Castle Hills Phase IV Section B as recorded in Cabinet W Page 378 of the Map Records of Denton County Texas (MRDCT); said tract being more particularly described as follows:

1. THENCE South 00°38'52" East, departing the south line of said F.M. 544, and along the west line of said Phase IV Section B, for a distance of 15.00 ft. to a point for corner;
2. THENCE South 34°30'37" West, continuing along said west line, for a distance of 181.78 ft. to a point for corner;
3. THENCE South 00°19'20" East, continuing along said west line, for a distance of 299.30 ft. to a point for corner;
4. THENCE South 05°22'58" West, continuing along said west line, for a distance of 31.18 ft. to a point for corner;
5. THENCE South 43°52'11" West, continuing along said west line for a distance of 38.15 ft. to a point for corner on a north line of said Phase IV Section B;
6. THENCE South 82°21'23" West, along said north line, for a distance of 31.18 ft. to a point for corner;
7. THENCE South 88°03'42" West, continuing along said north line, for a distance of 194.95 ft. to a point for corner;
8. THENCE South 43°51'02" West, continuing along said north line, for a distance of 143.51 ft. to a point for corner on the east line of F.M. Rd. 2281;
9. THENCE North 01°56'18" West, along said east line, for a distance of 88.12 ft. to a point for corner;
10. THENCE North 07°38'57" West, continuing along said east line, for a distance of 301.50 ft. to a point for corner;
11. THENCE North 01°56'18" West, continuing along said east line, for a distance of 190.00 ft. to a point for corner at the southwest end of a corner clip at the intersection of said east line with the south line of said F.M. 544;

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ORIGINALLY PARCEL 1

12. THENCE North $41^{\circ}16'26''$ East, along said corner clip, for a distance of 73.08 ft. to a point for corner at the northeast end of said clip and on the south line of said F.M. 544;
13. THENCE North $89^{\circ}21'08''$ East, along said south line, for a distance of 457.02 ft. to the POINT OF BEGINNING and containing 4.988 acres of land.

Parcel 9 - Commercial Property 5.444 acres (DCFWSO 1F)

BEING a tract of land situated in the Harrison Young Survey, Abstract No. 1448, Denton County, Texas and being all of Lots 1-6, Block A of Castle Hills Addition, Phase V, Section B, an addition to the City of Lewisville ETJ, Denton County, Texas as recorded in Document No. 2015-043, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for corner at the southeast end of a corner clip at the intersection of the south line of Farm To Market Road No. 544 (FM 544) (a variable width right-of-way), with the west line of Farm To Market Road No. 2281 (FM 2281 Denton Rd.) (a variable width right-of-way);

1. THENCE South 01°55'18" East, along said west line, for a distance of 177.10 feet to a one-half inch iron rod found for corner;
2. THENCE South 03°47'20" West, continuing along said west line, for a distance of 23.15 feet to a one-half inch iron rod found for corner at the northeast corner of Castle Hills Addition, Phase V, Section A, as recorded in Cabinet Y, Page 1, Plat Records, Denton County, Texas;
3. THENCE South 89°14'55" West, departing said west line and along the north line of said Phase V, Section A, for a distance of 997.10 ft. to an "x" found for corner on the east line of State Highway 121 Bypass (a variable width right-of-way);
4. THENCE North 16°12'57" East, along said east line, for a distance of 20.31 feet to a point for corner;
5. THENCE North 12°39'47" East, continuing along said east line, for a distance of 200.65 feet to a point for corner at the southwest end of a corner clip at the intersection of said east line with the south line of said F.M. 544;
6. THENCE North 57°36'52" East, along said corner clip, for a distance of 115.16 feet to a point for corner at the northeast end of said corner clip, and for the beginning of a non-tangent circular curve to the left on the south line of said F.M. 544;
7. THENCE along said south line with said circular curve to the left having a central angle of 10°39'13", a radius of 1490.40 feet, and a chord that bears South 85°32'51" East 276.73 feet, for an arc distance of 277.13 feet to a point for corner;
8. THENCE North 89°14'21" East, continuing along said south line, for a distance of 518.44 feet to a point for corner at the northwest end of said corner clip at the intersection of said south line with the west line of said F.M. 2281 Denton Rd.;
9. THENCE South 46°16'15" East, along said corner clip, for a distance of 71.14 feet to the POINT OF BEGINNING and containing 5.556 acres of land, save and except 0.112 acres dedicated for street rights-of-way, leaving a net of 5.444 acres of land.

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 6

Parcel 10 - Rights-of-Way (DCFWSO 1B, 1C, 1D, 1E, 1F, 1G, 1H)

BEING all street rights-of-way and alley rights-of-way dedicated by plat or separate instrument, as amended, within the Denton County Fresh Water Supply Districts No. 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, 1-H and further evidenced by:

1. Final Plat, Castle Hills, Phase I, Section A;
2. Final Plat, Castle Hills, Phase I, Section B;
3. Final Plat, Castle Hills, Phase I, Section C;
4. Final Plat, Castle Hills, Phase II, Section A;
5. Final Plat, Castle Hills, Phase II, Section B;
6. Final Plat, Castle Hills, Phase II, Section C;
7. Final Plat, Castle Hills, Phase II, Section D;
8. Final Plat, Castle Hills, Phase II, Section E;
9. Final Plat, Castle Hills, Phase III, Section A;
10. Final Plat, Castle Hills, Phase III, Section B;
11. Final Plat, Castle Hills, Phase III, Section C;
12. Final Plat, Castle Hills, Phase IV, Section A;
13. Final Plat, Castle Hills, Phase IV, Section B;
14. Final Plat, Castle Hills, Phase IV, Section C;
15. Final Plat, Castle Hills, Phase V, Section A;
16. Final Plat, Castle Hills, Phase VI, Section A;
17. Final Plat, Castle Hills, Phase VI, Section B;
18. Final Plat, Castle Hills, Phase VI, Section C;
19. Final Plat, Castle Hills, Phase VI, Section D;
20. Final Plat, Castle Hills, Phase VII, Section A;
21. Final Plat, Castle Hills, Phase 8, Section A;
22. Final Plat, Castle Hills, Phase 8, Section B Commercial;

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ORIGINALLY PARCEL 6

23. Final Plat, Castle Hills Community Center Addition;
24. Final Plat, Castle Hills Community Center;
25. Final Plat, The Lakes at Castle Hills Golf Villas;
26. Final Plat, Windhaven Parkway East Addition;
27. Final Plat, Castle Hills Apartment Addition;
28. Final Plat, Castle Hills Apartment Addition Phase Two;
29. Final Plat, Castle Hills – Phase I, King Arthur Blvd. R.O.W. Street Connection between Section B and Section C;
30. Final Plat, Castle Hills – Phase I, Merlin Drive R.O.W. Street Connection between Section A and Section B;
31. Final Plat, Castle Hills – King Arthur Blvd. Phase III, Right-of-way Dedication;
32. Final Plat, Castle Hills – King Arthur Blvd. Phase III, B, Right-of-way Dedication;
33. Final Plat, Castle Hills, Lady of the Lake Blvd., Right-of-way Dedication;
34. Final Plat, Castle Hills, Windhaven Parkway, from Standridge Drive to Josey Lane, Right-of-way Dedication;
35. Final Plat, The Shops of Castle Hills Addition;
36. Final Plat, Lewisville Towne Crossing Addition;
37. Final Plat, Castle Hills Village Center;
38. Final Plat, Castle Hills Phase 9;
39. Final Plat, Castle Hills, Phase V, Section B;
40. Final Plat, Trinsic Castle Hills Addition;
41. Final Plat, Assured Storage – Lewisville Addition;
42. Final Plat, Castle Hills SEC Josey Windhaven Addition;
43. Final Plat, Castle Hills Golf Course;
44. Final Plat, Castle Hills Golf Course Phase III;
45. Final Plat, Discovery at the Realm – Phase 1; and

ORDINANCE NO. 3695-07-2009
ORIGINALLY PARCEL 6

46. Final Plat, Castle Hills – Tract K.

SAID TRACTS COMBINED TOTALING 492.014 ACRES OF LAND PLUS STREET RIGHTS-OF-WAY AND ALLEY RIGHTS-OF-WAY.

This description is not complete without the attached parcel exhibit.

Parcel 12 – SEC Josey Windhaven Addition 12.99 acres (DCFWSO 1G)

BEING a tract of land situated in the Thomas Wilson Survey, Abstract No. 1352, Denton County, Texas and being all of Lots 1-8, Block A of Castle Hills SEC Josey Windhaven Addition, an addition to the City of Lewisville ETJ, Denton County, Texas as recorded in Document No. 2015-372, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a broken Texas Department of Transportation (TXDOT) monument found for the southwest corner of said Parcel G-2, common to the northwest corner of the 42.100 acre tract in the deed to Lewisville Independent School District, recorded in Document Number 2007-23325 D.R.D.C.T., in the east right-of-way line of Josey Lane (120' R.O.W.), from which a TXDOT monument found in the east right-of-way line of said Josey Lane bears South 25° 47' 45" East - 17.99';

THENCE North 24° 18' 20" West - 286.68' along the east right-of-way line of said Josey Lane, to a point on a curve to the left, having a central angle of 01° 46' 50", a radius of 5789.58' and a chord bearing and distance of North 22° 07' 52" West - 179.92', from which a TXDOT monument bears South 02° 49' 41" East - 0.70';

THENCE along said curve to the left, continuing along the east right-of-way line of said Josey Lane, an arc distance of 179.93' to a 1/2" iron rod found for the south corner of the southeast right-of-way cutback line, at the intersection of said Josey Lane and Windhaven Parkway (100' R.O.W.);

THENCE North 21° 28' 31" East - 40.73' along said southeast right-of-way cutback line, to a 1/2" iron rod with a cap stamped "SRPY" set for the east corner of said cutback line, in the south right-of-way line of said Windhaven Parkway;

THENCE North 66° 02' 39" East - 57.97' along the south right-of-way line of said Windhaven Parkway, a 1/2" iron rod with a cap stamped "SPRY" set for the Point of Curvature of a curve to the left, having a central angle of 05° 11' 50", a radius of 1060.00' and a chord bearing and distance North 63° 38' 01" East - 96.12';

THENCE along said curve to the left, continuing along the south right-of-way line of said Windhaven Parkway, an arc distance of 96.15' to a 1/2" with a cap stamped "SPRY" set for the end of curve;

THENCE North 60° 48' 47" East (called North 60° 50' 28" East) - 653.48' continuing along the south right-of-way line of said Windhaven Parkway to a 5/8" iron rod found for the north west corner of Lot 2, Block A, CH Apartments Addition, Phase Two, recorded in Document No. 2013-304 in the Plat Records of Tarrant County, Texas, common to the northeast corner of the herein described tract, from which a 5/8" iron rod found in the south right-of-way line of said Windhaven bears North 60° 48' 47" East (called North 60° 50' 28" East) - 400.43';

THENCE South 29° 11' 06" East - 415.31' along the west line of said Lot 2, Block A, CH Apartments Addition, Phase Two, to a 1/2" iron rod with a cap stamped "SPRY" set for an angle corner of the herein described tract;

THENCE South 00° 26' 25" East - 482.72' continuing along the west line of said Lot 2, Block A, Apartments Addition, Phase Two, to 1/2" iron rod with a cap stamped "4857" found for the southwest corner of said Lot 2, in the north line of said Parcel G-2, common to the north line of said 42.100 acre tract, from which a 1/2" iron rod with a cap stamped "2901" found for a common angle corner of said Parcel G-2 and said 42.100 acre tract bears North 89° 34' 52" East - 54.85', then North 00° 14' 43" West - 48.06';

THENCE South 89° 34' 52" West - 744.82' along the common line of said Parcel G-2 and said 42.100 acre tract to the POINT OF BEGINNING and containing 12.99 acres of land.

METES AND BOUNDS DESCRIPTION
PARCEL 13 – STRATEGIC PARTNERSHIP AGREEMENT
36.29 ACRES
HARRISON YOUNG SURVEY, A-1448
CITY OF LEWISVILLE ETJ, DENTON COUNTY, TEXAS

All that certain 36.29 acres of land, out of the 83.415 acre tract of land described as Tract K in a deed to Castle Hills Property Company, recorded in Document Number 2006-153340, Public Records of Denton County, Texas (P.R.D.C.T.), in the Harrison Young Survey, A-1448, City of Lewisville ETJ, Denton County, Texas, and described by metes and bounds as follows: (bearings shown are based on Texas Coordinate System of 1983, North Central Zone):

BEGINNING at the southeast corner of said 83.415 acre tract, common to the northeast corner of the 66.623 acre tract described as Tract Three in a deed to First Baptist Church, recorded in Document Number 01-135593 P.R.D.C.T., and in the westerly right-of-way line of Sam Rayburn Tollway, State Highway 121 (variable width right-of-way),

THENCE South 89° 23' 13" West – 790.73' along the south line of said 83.415 acre tract, common to the north line of said 66.623 acre tract, to the southwest corner of the herein described tract, common to an angle corner of Lot 1, Block A, Mansions At Sunset, recorded in Cabinet Y, Slide 589 P.R.D.C.T.;

THENCE North 00° 37' 35" West – 1229.51' along the west line of said 83.415 acre tract, common to the east line of said Lot 1, Block 1, Mansions At Sunset, to the northwest corner of the herein described tract;

THENCE over and across said 83.415 acre tract the following courses:

North 75° 08' 38" East – 13.44' to a point for corner;
South 69° 17' 10" East – 14.69' to a point for corner;
North 61° 29' 46" East – 45.27' to a point for corner;
North 59° 04' 17" East – 85.15' to a point for corner;
South 44° 54' 04" East – 53.25' to a point for corner;
South 79° 30' 11" East – 58.07' to a point for corner;
North 73° 38' 43" East – 37.98' to a point for corner;
North 51° 45' 42" East – 43.25' to a point for corner;
North 44° 19' 25" East – 44.97' to a point for corner;
North 65° 10' 17" East – 61.22' to a point for corner;
North 43° 48' 08" East – 43.62' to a point for corner;
North 25° 04' 32" East – 47.27' to a point for corner;
North 44° 24' 59" East – 36.16' to a point for corner;
North 66° 33' 37" East – 26.97' to a point for corner;
North 81° 03' 21" East – 87.78' to a point for corner;
North 62° 54' 42" East – 42.84' to a point for corner;
North 45° 24' 25" East – 19.93' to a point for corner;
North 29° 41' 23" East – 88.01' to a point for corner;

North 57° 34' 50" East – 36.92' to a point for corner;
North 69° 44' 09" East – 37.74' to a point for corner;
North 44° 18' 36" East – 26.16' to a point for corner;
North 13° 10' 15" East – 44.63' to a point for corner;
North 13° 46' 59" West – 44.40' to a point for corner;
North 22° 16' 31" West – 16.69' to a point for corner;
North 06° 23' 45" West – 29.97' to a point for corner;
North 08° 44' 46" East – 20.55' to a point for corner;
North 41° 56' 01" East – 30.98' to a point for corner;
North 64° 26' 33" East – 32.84' to a point for corner;
North 70° 56' 21" East – 289.72' to the northeast corner of the herein described tract, in the east line of said 83.415 acre tract, and in the west right-of-way line of said Sam Rayburn Tollway, State Highway, which is a point on a curve to the left, having a central angle of 01' 45' 54", a radius of 11,474.16, and a chord bearing and distance of South 02° 49' 04" East – 353.43';

THENCE along said curve to the left, along the west right-of-way line of said Sam Rayburn Tollway, State Highway 121, an arc distance of 353.44' to the end of curve;

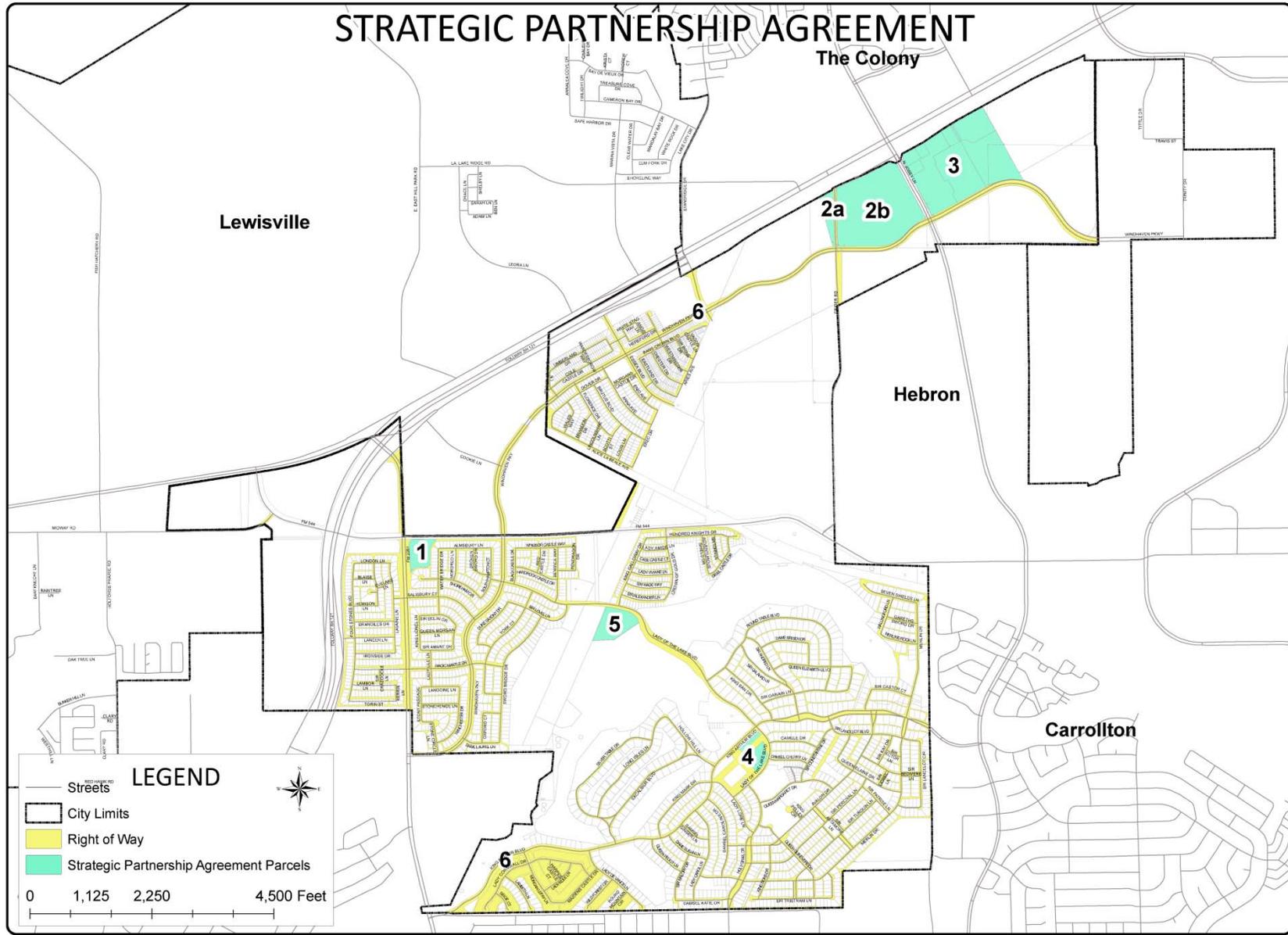
THENCE South 03° 41' 58" East – 438.09' continuing along the west right-of-way line of said Sam Rayburn Tollway, State Highway 121, to point on a curve to the right, having a central angle of 32° 05' 21", a radius of 1622.02', and a chord bearing and distance of South 12° 18' 31" West – 896.61';

THENCE along said curve to the right, continuing along the west right-of-way line of said Sam Rayburn Tollway, State Highway 121, an arc distance of 908.43' to then end of curve;

THENCE South 28° 21' 42" West – 267.46' to the POINT OF BEGINNING and containing 36.29 acres of land.

THIS METES AND BOUNDS DESCRIPTION IS ISSUED FOR THE CREATION OF A POLITICAL SUBDIVISION AND IS NOT INTENDED FOR TITLE TRANSFER.

CURRENT (ORIGINAL) MAP



**STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF LEWISVILLE, TEXAS
AND DENTON COUNTY FRESH WATER
SUPPLY DISTRICTS 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, AND 1-H**

**THE STATE OF TEXAS §
 §
COUNTY OF DENTON §**

This **Strategic Partnership Agreement** (“Agreement”) is entered into as of the Effective Date between the **City of Lewisville, Texas**, a Home-Rule municipal corporation principally situated in Denton County, Texas, acting by and through its duly authorized City Manager (the “City”), and **Denton County Fresh Water Supply Districts No. 1-A, 1-B 1-C, 1-D, 1-E, 1-F, 1-G and 1-H** (collectively the “Districts”), acting by and through their duly authorized Board of Directors, both acting under the authority of Section 43.0751 of the Texas Local Government Code (“the Act”).

RECITALS

1. Texas Local Government Code, Section 43.0751 authorizes the City and certain utility districts, such as the Districts, to negotiate and enter into a strategic partnership agreement by mutual consent.
2. The Districts are authorized to act jointly pursuant to Section 49.227, Water Code and authorized to contract with the City pursuant to authority granted under Section 49.213 of the Water Code.
3. This Agreement provides for the annexation by the City, for limited purposes, of commercially designated Tracts of land in the Districts as more specifically described in Exhibit “A” (the “Tracts”).
4. As required by the Act, the City held public hearings on July 6, 2009 at 7:00 P.M. in Lewisville City Hall and July 20, 2009 at 7:00 P.M. in Lewisville City Hall, and the Districts each held two public hearings, one such hearing being held within their respective boundaries, at which members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement, and the City and the Districts made copies of the proposed Agreement available, and gave notice of the hearings prior to the public hearings in accordance with the terms of the Act and the Open Meetings Act.
5. The Districts have, by formal action after the public hearings, adopted this Agreement in open session at meetings held in accordance with the Open Meetings Act.

6. The City has, by formal action after the public hearings and after adoption by the Districts, adopted this Agreement on July 20, 2009, in open session at a meeting held in accordance with the Open Meetings Act.

7. The City and the Districts wish to enter into a strategic partnership agreement to provide the terms under which services will be provided by the Districts to the City and by the City to the Districts in the Castle Hills subdivision, more specifically Denton County Fresh Water Supply Districts Nos. 1-B, 1-C, 1-D, 1-E, 1-F, 1-G and 1-H (the "Serviced Districts"), which includes the Districts, and under which the Districts will continue to exist for an extended period of time after the Tracts are annexed for limited purposes. The Districts further agree to authorize the City to impose a Sales and Use Tax on the area within the Tracts in exchange for the service provided under the Agreement.

8. All procedural requirements imposed by state law for adoption of this Agreement have been met.

9. Pursuant to Section 43.0751(c) of the Local Government Code, this Agreement shall become effective on July 20, 2009 (the "Effective Date"), the date of adoption of this Agreement by the City. Upon adoption, this Agreement shall be filed by the Districts in the real property records of Denton County, Texas.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

FINDINGS

The City and the Districts find and declare:

1. The Act authorizes the City and the Districts to enter into a strategic partnership agreement to provide the terms under which services will be provided by the Districts to the City and by the City to the Serviced Districts and under which the Districts will continue to exist for an extended period of time after the Tracts are annexed for limited purposes. The Act also authorizes the Districts to give permission to the City to impose a Sales and Use Tax on the area within the Tracts.

2. This Agreement does not require the Districts to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District.

3. This Agreement provides benefits to both the City and the Districts, including revenue, services, or regulations, which are reasonable and equitable with regard to the benefits provided to the other party.

4. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and

5. The City and the Districts negotiated this Agreement by mutual consent; the terms of which are not a result of the City's Annexation Plan or any arbitration between the City and the Districts.

ARTICLE II

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

"Act" means Texas Local Government Code §43.0751 and any amendments thereto.

"Additional Tracts" means any property within the Districts' boundaries designated for commercial use, other than the Tracts.

"Agreement" means this strategic partnership agreement between the City and the Districts.

"Base Charge" shall mean the City's quarterly cost to provide fire, police and emergency medical services to the Serviced Districts.

"Board" means the Board of Directors of a District.

"City" means the City of Lewisville, Texas, a Home-Rule municipal corporation principally situated in Denton County, Texas.

"City Charter" means the Charter of the City and any amendments thereto.

"City Code" means the Code of Ordinances of the City and any amendments thereto.

"City Council" means the City Council of the City or any successor governing body.

"City Manager" means the City Manager of the City or his or her successor or designee.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"Districts" mean Denton County Fresh Water Supply Districts No. 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G and 1-H, political subdivisions of the State of Texas, operating pursuant to Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49, 51 and, for limited purposes, 53 of the Water Code.

"Effective Date" means the date the City adopts this Agreement.

"ETJ" means the extraterritorial jurisdiction of the City.

“Fire Charge” shall mean the City’s quarterly cost to provide Fire Services to the Serviced Districts.

“Government Code” means the Texas Government Code and any amendments thereto.

“Implementation Date” means the date the limited-purpose annexation ordinance is passed by the City Council, pursuant to Section 3.01 of this Agreement.

“Law Enforcement/EMS Charge” shall mean the City’s quarterly cost to provide Law Enforcement Services and EMS to the Serviced Districts.

“Local Government Code” means the Texas Local Government Code and any amendments thereto.

“Party” or “Parties” means a party or the parties to this Agreement, being the City and the Districts.

“Reimbursable Costs” shall mean maintenance and operating advances made by a developer within the Districts for authorized expenditures of the Districts pursuant to a reimbursement agreement between a developer and the Districts or a specific District.

“Sales and Use Tax” means the sales and use tax authorized to be imposed within the Tracts by both the Act and Chapter 321 of the Tax Code.

“Serviced Districts” means Denton County Fresh Water Supply Districts No. 1-B, 1-C, 1-D, 1-E, 1-F, 1-G and 1-H, political subdivisions of the State of Texas, operating pursuant to Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49, 51 and, for limited purposes, 53 of the Water Code.

“Tax Code” means the Texas Tax Code and any amendments thereto.

“Tracts” mean the tracts of land described in Exhibit “A” to this Agreement.

“Water Code” means the Texas Water Code and any amendments thereto.

ARTICLE III

LIMITED PURPOSE ANNEXATION

Section 3.01 Generally

As soon as is practicable following the approval of this Agreement by the City, as authorized by the Act, the City shall annex the Tracts for limited purposes only.

Section 3.02 Limited Purpose Annexation of Additional Tracts

In the event the location of proposed commercial development within any district is changed or additional property designated for commercial development is added, the City Council may annex the Additional Tracts for the limited purpose of collecting Sales and use Tax Revenues within the Additional Tracts pursuant to the Act.

Section 3.03 Property Taxes and District Liability for Debts of the City

During the term of this Agreement, except as provided in Article V: (i) neither the Districts nor any owners of taxable property within the Districts are liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the Districts.

Section 3.04 Powers and Functions Retained by the Districts

The Districts are authorized to exercise all of their powers and functions provided by existing law or any amendments or additions thereto. The Districts' assets, liabilities, indebtedness, and obligations will remain the responsibility of the Districts.

ARTICLE IV

VOTING RIGHTS IN THE DISTRICTS

Section 4.01 Generally

Upon annexation of the Tracts for limited purposes by the City, any qualified voters within the Tracts may vote in City elections, pursuant to Local Government Code §43.130. Voting rights are subject to all state and federal laws and regulations.

Section 4.02 Notice

The City will comply with all the notice requirements as set forth in §43.130 of the Local Government Code, as it now exists or is hereafter amended.

ARTICLE V

SALES AND USE TAX

Section 5.01 Imposition of the City's Sales and Use Tax

Pursuant to Subsection (k) of the Act, the City shall impose a Sales and Use Tax within the Tracts upon the limited-purpose annexation of the Tracts. The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at a rate equal to the Sales and Use Tax imposed by the City within its corporate boundaries or the rate specified under future amendments to Chapter 321 of the Tax Code, whichever is greater. The Sales and Use Tax shall take effect on the date described in Tax Code §321.102.

Section 5.02 Payment of Sales and Use Tax to the Districts and the City

Upon annexation of the Tracts, the City is authorized to impose, levy and collect a Sales and Use Tax generated within the Tracts in exchange for the services to be provided by the City as defined below. The City will collect the Sales and Use Tax from the Comptroller for the area within the Tracts and will maintain these funds in a separate revenue account for disbursement subsequent to the payment of the Base Charge, if any such funds remain for disbursement after payment of the Base Charge.

The Base Charge for services provided by the City shall be billed at the beginning of each quarter for the prior quarter, Sales and Use Tax revenue collected from the prior quarter shall be applied to pay the Base Charge and any Sales and Use Tax revenue in excess of the Base Charge will be split equally between the City and the Districts. In the event that the Sales and Use Tax revenues collected for a quarter are less than the Base Charge for that quarter, the Sales and Tax revenues shall first be applied to the Fire Services Charge and any remainder shall be applied to the Law Enforcement/EMS charge. In the event that a shortfall remains after Sales and Use Tax revenues have been applied to the Fire Charge and the Law Enforcement/ EMS charge, then the shortfall amount shall be remitted to the City in accordance with Section 11.12 of this Agreement, with such shortfall amount not to exceed the amount of the Law Enforcement/EMS Charge.

The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax revenues generated within the boundaries of the Tracts. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above. To the extent allowed by state law, the City shall deliver to the Districts a condensed version of each monthly sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the Tracts within thirty (30) days of the City's receipt of the sales tax report.

Section 5.03 Notification of the Comptroller

The City shall send notice of this Agreement and the limited-purpose annexation of the Tracts to the Comptroller within thirty (30) days of the Effective Date in the manner provided by Tax Code §321.102. The City shall send to the Districts a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Tracts.

Section 5.04 District Use of Sales and Use Tax Revenue

The Districts shall use their portion of the Sales and Use Tax revenue to pay Reimbursable Costs to a developer within the Districts. If no such Reimbursable Costs exist or if there is remaining Sales and Use Tax Revenue remaining after payment of the Reimbursable Costs, the Districts shall assign that remaining portion of the Sales and Use Tax revenue to each respective Districts' General Fund on a prorata basis for any purpose for which the Districts are lawfully authorized to use its ad valorem tax revenues or other revenues.

Section 5.05 District Audit Rights

The Districts may audit the Sales and Use Tax collections by the City solely to determine whether the Sales and Use Tax revenue payments provided by Section 5.02 have been made to the Districts in accordance with this Agreement. Any audit shall be made at the Districts' sole cost and expense and may be performed at any time during the City's regular business hours by an auditor hired by the Districts on thirty (30) days written notice to the City. For the purpose of any audits, the City shall maintain and make available to the Districts or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form sufficiently maintained to reflect the collection of all Sales and Use Tax revenues that are subject to this Agreement.

Section 5.06 City Audit Rights

The Districts are required by law to prepare an annual audit within one hundred and twenty (120) days after the close of the Districts' fiscal year. The Districts shall provide a copy of its annual audit to the City within thirty (30) days after the audit is completed.

The City may audit the Districts' expenditures made with the Sales and Use Tax revenue paid under Section 5.02, solely to determine whether the expenditures have been made by the Districts in accordance with Section 5.04. Any audit shall be made at the City's sole cost and expense and may be performed at any time during regular business hours by the City's internal auditors or an independent auditing firm on thirty (30) days written notice to the Districts. For the purpose of any audits, the Districts shall maintain and make available to the City or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form maintained, sufficient to reflect the expenditure of all Sales and Use Tax revenues that are subject to this Agreement.

ARTICLE VI

SERVICES PROVIDED BY THE CITY: FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES

Section 6.01 Generally

Pursuant to this Agreement, the City agrees to provide to the Serviced Districts the following services as defined by this Agreement: Fire Services, EMS and Law Enforcement Services.

Section 6.02 Definitions

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

“Fire Services” shall mean emergency responses by the City’s Fire Department personnel to reported immediate hazards or incidents involving the actual or potential endangerment of any person or property by a natural or man-made threat.

“EMS” shall mean responses by the City’s Emergency Medical personnel to any circumstance that calls for immediate action essential to the health or life of a person or persons, including an ambulance call. Whether the aforementioned circumstance in fact exists is solely up to the discretion of the City’s EMS personnel.

“Law Enforcement Services” shall mean the rights, privileges and authority granted by Section 49.216 of the Water Code, as amended, to the Serviced Districts, including:

- (1) the response of the Lewisville Police Department (hereinafter “LPD”) and 911 emergency police calls related to service, non-criminal incidents, and criminal offenses;
- (2) periodic patrol, which is defined as drive-through of the property in the districts by LPD officers when LPD officers are in the area and time permits;
- (3) any selective enforcement strategies, which have been requested, in writing, by the Liaison Officer, to include directed traffic enforcement in response to recurring problems, burglary and theft surveillance, and other tactical responses designed to address specific crime or safety issues; and
- (4) those incidents which require extended use of resources or extraordinary effort to resolve a particular incident including, but not limited to, murder investigations, hostage-barricaded person situations, abducted or missing persons, and extensive crime scene searches related to major incidents which require multiple investigators.

Section 6.03 Services

1. The City shall be the first responder to the requests for services described above.
2. The officers and employees of the City have duties and responsibilities which include the rendering of services to its own citizens and to others pursuant to other interlocal agreements.
3. Therefore, it shall be the responsibility of and within the sole discretion of the officers and employees of the City to determine priorities in the dispatching and use of the City's equipment and personnel for service calls hereunder, and the judgment of any such officer or employee shall be final.

Section 6.04 Liaison Officer

The Serviced Districts shall appoint the General Manager of Denton County Fresh Water Supply District No. 1-A, or his or her successor or assignee, as the designee to act on behalf of the Serviced Districts as a "Liaison Officer" between the Serviced Districts and the City. The Liaison Officer may be changed with written notice to the City. The Liaison Officer shall help to ensure the performance of the duties and obligations of the Districts herein stated, devote sufficient time and attention to the execution of such duties on behalf of the Districts and the Serviced Districts, and aid in the compliance with the terms and conditions of this Agreement in furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the parties to this Agreement.

Section 6.05 Performance of the Services

The City shall take all reasonable steps to help ensure the performance of the duties and obligations of the City as herein stated, devote sufficient time and attention to the execution of such duties in compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of the City employees and agents, if any, in furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the parties to this Agreement.

ARTICLE VII

SERVICES PROVIDED BY THE DISTRICT

Section 7.01 Water, Wastewater, Roadway, and Drainage Services

The Districts shall continue to develop, operate and maintain a water, wastewater, roadway and drainage system within the Tracts. The Districts shall continue to own all the assets of the water, wastewater, roadway, and drainage system that have not been paid for from proceeds of the City's bond sales. All assets of the water, wastewater, roadway, and drainage system paid for from proceeds of the City's bond sales are owned by the City. Further, as consideration of the receipt of funds from the City as described in this Agreement, the Districts

shall provide for the payment of Reimbursable Costs to a developer within the Districts, as specified in Section 5 of this Agreement.

The Districts agree to operate and maintain water, wastewater, roadway, and drainage service at the same level as the Districts have operated and maintained them before the Implementation Date.

Section 7.02 Management of Multimedia Services

The Districts shall continue to manage for the benefit of the customers within the Districts and on behalf of the City's Public Improvement Districts covering the Castle Hills development the delivery of multimedia services using the public rights-of-way in exchange for the franchise fees relating thereto.

ARTICLE VIII

FULL-PURPOSE ANNEXATION

Section 8.01 No Full-Purpose Annexation during Term of Agreement

The City agrees that it will not annex all or part of the Districts or commence any action to annex all or part of the Districts for full purposes during the term of this Agreement.

Section 8.02 Full-Purpose Annexation Option at Termination of Agreement

On the ninth (9th) anniversary date of the Effective Date, the City Manager shall evaluate whether the City should negotiate a new strategic partnership agreement with the Districts, annex the Districts for full purposes upon the termination of this Agreement, or allow this Agreement to expire. Within six (6) months of the tenth (10th) anniversary date of the Effective Date, the City Manager shall make a recommendation to the City Council regarding the negotiation of a new strategic partnership agreement, the full-purpose annexation of the Districts or the expiration of this Agreement. If the City Manager recommends that the City negotiate a new strategic partnership agreement or annex the Districts and the City Council approves the recommendation, the City shall begin proceedings to enter into a new strategic partnership agreement or to annex the Districts for full purposes at the end of the term of this Agreement as applicable. If the City Manager recommends that the City neither negotiate a new strategic partnership agreement nor annex the Districts for full purposes and the City Council agrees or if the City Council rejects the City Manager's recommendation to negotiate a new strategic partnership agreement or to annex the Districts for full purposes, the City may begin proceedings to disannex the Tracts for limited purposes if authorized under the applicable provision of the Local Government Code. If the City decides to disannex the Tracts and has the authority to disannex, the City may institute proceedings to accomplish such disannexation to be effective upon the termination of this agreement. Nothing in this Agreement shall be construed as consent or any limitation of the rights of the Districts if the City Council decides to pursue full purpose annexation of the Districts at the termination of this Agreement.

ARTICLE IX

MATERIAL BREACH, NOTICE AND REMEDIES

Section 9.01 Material Breach of Agreement

- A. It is the intention of the Parties to this Agreement that the Districts and the City be regulated in accordance with the terms of this Agreement. A material breach of this Agreement by the Districts includes any one or more of the following:
1. Failure of the Districts to act in good faith in the annexation of the Tracts by the City for limited purposes as authorized by this Agreement;
 2. Failure of the Districts to repay the Reimbursable Costs with the Districts share of the Sales and Use Tax revenue, as provided in Article V of this Agreement;
 3. Failure of the District to develop and to operate and maintain the District's water, wastewater, roadway, and drainage facilities as provided in Article VI of this Agreement;
or
 4. Failure of the District to maintain the commercial nature of the property within the Tracts, including allowing the construction of primarily residential units of any kind.
- B. A material breach of this Agreement by the City includes any one or more of the following:
1. Any attempt by the City to annex the Districts for full purposes during the term of this Agreement;
 2. Failure of the City to pay the Districts' share of the Sales and Use Tax revenue to the Districts, as provided in Article V; or
 3. Failure of the City to provide the Fire Services, EMS and Law Enforcement Service to the Serviced Districts, as provided in Article VI.

If a Party to this Agreement believes that another Party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement.

Section 9.02 Notice of Districts' Default

- A. The City shall notify the Districts in writing of an alleged failure by the Districts to comply with a provision of this Agreement, specifying any alleged failure by the Districts to comply with a provision of this Agreement and describing the alleged failure with reasonable particularity. The Districts shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse

of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

- B. The City shall determine (i) whether a failure to comply with a provision occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the Districts. The Districts shall make available to the City, if requested, any records, documents or other information necessary to make the determination.
- C. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.
- D. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the Districts in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under Section 9.04(A).

Section 9.03 Notice of City's Default

- A. The Districts shall notify the City Manager in writing, specifying any alleged failure by the City to comply with a provision of this Agreement and describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or a longer period of time as the Districts may specify in the notice, either cure the alleged failure or, in a written response to the Districts, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.
- B. The Districts shall determine (i) whether a failure to comply with a provision occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Districts, if requested, any records, documents or other information necessary to make the determination.
- C. If the Districts determine that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Districts, or that the failure is excusable, the determination shall conclude the investigation.
- D. If the Districts determine that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Districts, then the Districts may exercise the applicable remedy under Section 9.04(B).

Section 9.04 Remedies

- A. If the City determines that the District has committed a material breach of this Agreement, the City may file suit in a court of competent jurisdiction in Denton County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and termination of this Agreement in addition to the monetary awards as may be appropriate.
- B. If the Districts determine that the City has committed a material breach of this Agreement, the Districts may file suit in a court of competent jurisdiction in Denton County, Texas, and seek any relief available at law or in equity, including, but not limited to, specific performance of the City's obligations hereunder, an action under the Uniform Declaratory Judgment Act and termination of this Agreement in addition to the monetary awards as may be appropriate.

ARTICLE X

BINDING AGREEMENT, TERM, AND AMENDMENT

Section 10.01 Beneficiaries

This Agreement binds and inures to the benefit of the Parties, their successors and assigns. Denton County Fresh Water Supply District No. 1-A shall record this Agreement with the County Clerk in the Official Records of Denton County, Texas.

Section 10.02 Term

This Agreement commences and binds the Parties on the Effective Date and continues for ten (10) years from the Effective Date.

Section 10.03 Amendment

The Parties, by mutual consent, may amend the terms of this Agreement at any time.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.01 Notice

Any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person; (ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (iii) by depositing the Notice with FedEx or another nationally recognized courier service guaranteeing "a next day delivery," addressed to

the Party to be notified; or (iv) by sending the Notice by electronic means with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City: Claude King, City Manager
City of Lewisville
151 West Church Street
Lewisville, Texas 75057
Phone: (972) 219-3405

District: Mr. Zane Miller
General Manager
Denton County Fresh Water Supply District No. 1-A
2540 King Arthur Blvd., Suite 220
Lewisville, Texas 75056
Phone: (972) 899-4000

With a copy to:

Frank Van Court, Esq.
Kelly Hart & Hallman LLP
201 Main Street, Suite 2500
Fort Worth, Texas 76102
Phone: (817) 332-2500

The Parties may from time to time change their respective addresses and each may specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday.

Section 11.02 Time

Time is of the essence in all things pertaining to the performance of this Agreement.

Section 11.03 Severability

If any part of this Agreement is found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

Section 11.04 Waiver

Any failure by a Party to insist upon strict performance by the other Party of any material provision of the Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 11.05 Applicable Law and Venue

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Denton County, Texas.

Section 11.06 Reservation of Rights

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 11.07 Further Documents

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 11.08 Incorporation of Exhibits and Other Documents by Reference

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 11.09 Effect of State and Federal Laws

Notwithstanding any other provision of this Agreement, the City and Districts shall comply with all applicable statutes or regulations of the United States and the State of Texas.

Section 11.10 Authority for Execution

The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Ordinances. The Districts certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted by each of their respective Boards.

Section 11.11 Semi-Annual Review

At least semi-annually, the Districts shall review and confirm, and will notify the City Manager in a form prescribed by the City, of the accuracy of the list of resale permit holders as provided by the State Comptroller's Office.

Section 11.12 Agreement to Amend Existing Fire and Emergency Medical Services and Law Enforcement Agreements

The parties agree that, pursuant to Fire and Emergency Medical Services Agreement and the Law Enforcement Agreement between Denton County Fresh Water Supply District No. 1-A and the City of Lewisville, the cost of services described in said agreements shall be reduced to \$1.00 per year, except in the event of a shortfall as described in Section 5.02 of this Agreement.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the date countersigned by the City of Lewisville.

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-A

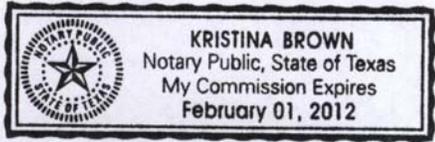
By: *Gaylord O'Con*
President, Board of Directors

Attest: *Scott Beard*
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me this 16TH day of JUNE 2009, by GAYLORD O'CON, as President, and SCOTT BEARD, as Secretary, of DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-A, a political subdivision of the State of Texas, on behalf of said political subdivision.

Kristina Brown
Notary Public in and for the State of Texas



(NOTARY SEAL)

**DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-B**

By: *Lance Shirey*
President, Board of Directors

Attest: *Inge Drechsler*
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me this 17TH day of JUNE 2009, by LANCE SHIREY, as President, and INGE DRECHSLER, as Secretary, of DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-B, a political subdivision of the State of Texas, on behalf of said political subdivision.

Kristina Brown
Notary Public in and for the State of Texas



(NOTARY SEAL)

DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-C

By: David R Moore
President, Board of Directors

Attest: [Signature]
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

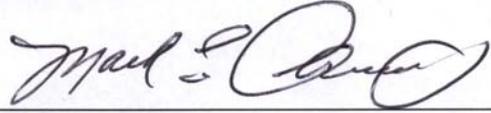
This instrument was acknowledged before me this 17th day of JUNE 2009, by DAVID R. MOORE, as President, and PRESTON D. FREEMAN, as ^{ASST.} Secretary, of DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-C, a political subdivision of the State of Texas, on behalf of said political subdivision.

Kristina Brown
Notary Public in and for the State of Texas



(NOTARY SEAL)

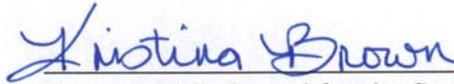
**DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-D**

By: 
President, Board of Directors

Attest: 
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me this 16TH day of JUNE 2009, by MARK E. CHANNELS, as President, and JULIE KOUSTOUBARDIS, as Secretary, of DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-D, a political subdivision of the State of Texas, on behalf of said political subdivision.


Notary Public in and for the State of Texas



(NOTARY SEAL)

**DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-E**

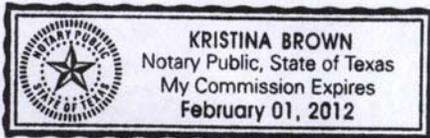
By: *Doug Sumurdy*
President, Board of Directors

Attest: *Anthony Zablocki*
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me this 16TH day of JUNE 2009, by DOUG SUMURDY, as President, and ANTHONY ZABLOCKI, as Secretary, of DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-E, a political subdivision of the State of Texas, on behalf of said political subdivision.

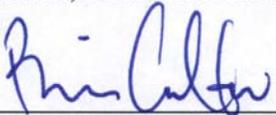
Kristina Brown
Notary Public in and for the State of Texas



(NOTARY SEAL)

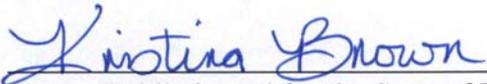
**DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-F**

By: 
President, Board of Directors

Attest: 
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me this 17TH day of JUNE 2009, by PAUL MILLER, as President, and BRIAN CARLTON, as Secretary, of DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-F, a political subdivision of the State of Texas, on behalf of said political subdivision.


Notary Public in and for the State of Texas



(NOTARY SEAL)

**DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-G**

By: [Signature]
President, Board of Directors

Attest: [Signature]
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me this 17TH day of JUNE 2009, by MARK C. CROUCH, as President, and MELISSA BRAND-VOKEY, as Secretary, of DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-G, a political subdivision of the State of Texas, on behalf of said political subdivision.

Kristina Brown
Notary Public in and for the State of Texas



(NOTARY SEAL)

**DENTON COUNTY FRESH WATER SUPPLY
DISTRICT NO. 1-H**

By: David R. Ahles
President, Board of Directors

Attest: Cor Snow
Secretary, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me this 16TH day of JUNE 2009, by DAVID AHLES, ^{VICE} as President, and CORWIN SNOW, as Secretary, of DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-H, a political subdivision of the State of Texas, on behalf of said political subdivision.

Kristina Brown
Notary Public in and for the State of Texas

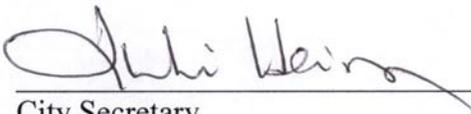


(NOTARY SEAL)

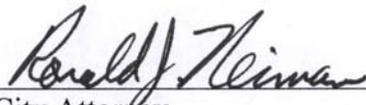
CITY OF LEWISVILLE, TEXAS

By: 
City Manager

ATTEST:

By: 
City Secretary

APPROVED AS TO FORM:

By: 
City Attorney

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Joshua Roberts, Director of Neighborhood Services

DATE: February 22, 2017

SUBJECT: **Approval of an Amendment to a Professional Services Agreement with Western Economic Services, LLC, to Add a Community Needs Assessment for an Additional Cost of \$12,985, Bringing the Total Professional Services Agreement Amount to \$56,975; and Authorization for the City Manager to Sign the Amended Contract.**

BACKGROUND

The City of Lewisville recently hired Western Economic Services, LLC to perform consulting services related to the City's Community Development Block Grant (CDBG) program for the amount of \$43,990. These services include drafting an Assessment of Fair Housing which has been completed and was submitted to the Housing and Urban Development Department (HUD) on January 4 of this year, as well as development of a five-year CDBG strategic plan known as the Consolidated Plan for Housing and Community Development. The original request for proposals for the consulting services also included the performance of a Community Needs Assessment.

A Community Needs Assessment provides the City, and specifically the CDBG Advisory Committee, guidance in allocating social service funding. The resulting priorities guide funding for both the CDBG social services allocation and the City Social Service Agency Fund.

Initially, staff decided not to move forward with the Community Needs Assessment portion of the project because it was known that the United Way of Denton County was preparing their own needs assessment. However, United Way's needs assessment has not yet been finalized and it will be based on county-wide research of available data. Staff believes a Community Needs Assessment tailored specifically to Lewisville would affect a more accurate understanding of local needs. As such, staff would like to add back the Community Needs Assessment to the consultant's scope of work, in addition to a review of the United Way's assessment should it become available. The additional work will cost \$12,985, for a total contract cost of \$56,975. Funding in the amount of \$60,000 was already made available in this year's general fund budget for this purpose. The attached revised professional services agreement will replace the original signed by the City Manager in November of last year. Work on the Assessment of Fair Housing has already been completed and paid for.

RECOMMENDATION

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

PROFESSIONAL SERVICES AGREEMENT
for
Development of an Assessment of Fair Housing
and a
Consolidated Plan for Housing & Community Development
for the use of
Community Development Block Grant Funding

The City of Lewisville, Texas, hereinafter called City, hereby engages Western Economic Services, LLC, hereinafter called Consultant, to perform professional services in connection with the Lewisville Assessment of Fair Housing and the Consolidated Plan for Housing and Community Development, hereinafter called Project.

I. PROJECT.

The Project is described as follows: Consultant will deliver an Assessment of Fair Housing (AFH) and a Consolidated Plan for Housing and Community Development (Con Plan) for the use of Community Development Block Grant (CDBG) Funding.

- A. **Assessment of Fair Housing (AFH):** The AFH is to be completed in accordance with the Affirmatively Furthering Fair Housing Final Rule (24 C.F.R. 5.150-5.168), including, but not limited to, an assessment of local housing market and data, an analysis of fair housing issues/barriers, identification of contributing factors and meaningful actions the City can take to address them. The Consultant will lead the AFH process with public hearings, a review of past plans and efforts, use of the AFH mapping and assessment tools provided by HUD and recommend conclusions, priorities and plan goals to staff and the City Council before publishing the AFH for final public comment in December 2016.
- B. **Consolidated Plan for Housing and Community Development (Con Plan):** The Con Plan will address housing and community development needs of low-to-moderate income residents. It will establish goals and strategies for a 5-year period of performance. The Consultant will follow 24 C.F.R. Part 91 and any other guidance published by HUD for completion and submission of the plan prior to August 15, 2017. It will include all elements required by HUD (Community Needs, Housing Market Analysis, Housing Needs, etc.) It will incorporate new low/moderate income data that has been made available from HUD since the last Con Plan. It will also include the first Annual Action Plan to be submitted under the Con Plan (see 24 C.F.R. 91.220).
- C. **Community Needs Assessment (CNA):** The CNA will help direct social service funding decisions for at least three years following its adoption. The CNA addresses needs of the entire community including those of low-to-moderate income residents but also the population as a whole. Previous studies were composed of three parts: a general population survey, a client survey and stakeholder interviews. The CNA goals are to analyze the relative need for a variety of social services; to identify gaps and weaknesses in services currently being provided by local service providers; assist developing funding

priorities; and include a review of the United Way needs assessment. The work will result in a product to include an executive summary, objectives, survey findings, interview results, conclusions and recommendations.

II. SCOPE OF SERVICES.

Consultant shall provide services and deliverables in compliance with the Scope of Services attached as Attachment A and hereby included in this Professional Services Agreement by reference.

III. COMPENSATION.

The City will pay a fee to Western Economic Services in the amount of \$56,975 for services provided under this agreement. The payment for the AFH, in the amount of \$21,995, will be billed in two monthly installments on December 1, 2016 and January 2, 2017 in the amounts of \$10,995 and \$11,000 respectively. The payment for the Con Plan and Needs Assessment will be billed in seven monthly installments starting February 1 and ending August 1, 2017. The first payment shall be in the amount of \$3,140, the following monthly payments are to be \$5,300 and the concluding August 1 billing statement will be \$5,340.

The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

IV. INSURANCE. The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "B". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificates must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

V. REUSE OF DOCUMENTS. All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

VI. OWNERSHIP OF DOCUMENTS. Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The

Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.

VII. INDEMNIFICATION. The Consultant agrees to indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, 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 Consultant's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity 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 Consultant 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 and the City's reasonable attorney's fees shall be reimbursed in proportion to the Consultant's liability. 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.

VIII. TERMINATION. This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.

IX. TIME OF COMPLETION. A combined project schedule for the remaining work on the Con Plan and Community Needs Assessment as shown in Exhibit 1 of Attachment A is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule and scope of services, to the extent over which the Consultant has control.

X. PROTECTION OF RESIDENT WORKERS. Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract

Documents. The audit will be at the City's expense.

- XI. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
- XII. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
- XIII. SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
- XIV. DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is

contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

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

CITY OF LEWISVILLE, TEXAS
Approved by the City of Lewisville

By: _____
Donna Barron, City Manager
City of Lewisville

By: _____
Robert M. Gaudin, Director of Research
Western Economic Services, LLC

Date: _____

Date: _____

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

ATTACHMENT A
SCOPE OF SERVICES



February 7, 2017

Mr. Jamey Kirby, City of Lewisville
Neighborhood Services Dept.
P.O. Box 299002
Lewisville, TX 75029-9002

Re: Consolidated Plan – Revised Scope of Work

Dear Jamey:

Western Economic Services, LLC, (WES) is pleased to present to you a revised scope of work to prepare the City's Consolidated Plan, containing both the five-year plan and the annual action plan. This revision is intended to add back into the plan the Community Needs Assessment survey tasks.

Attached you will find our suggested Scope of Work and a revised budget to reflect the changes that we have discussed to date.

In the meantime, you may wish to get our IDIS login IDs started processing so that we may indeed have them in place for the upcoming Consolidated Plan Year. The proposed forms will be submitted via email under separate cover.

Lastly, please take care and, as always, please feel free to contact me if you have any questions or need clarification on any of the enclosed.

Sincerely,

A handwritten signature in blue ink, appearing to read "RMG", followed by a long horizontal line extending to the right.

Robert M. Gaudin

RMG:kmb
1_11.doc
enclosure

I. WES Final Revised Scope of Work

The following narrative fully details the Final Scope of Work that Western Economic Services, LLC (WES) has negotiated with the City in the preparation of the City's Five-Year Consolidated Plan. Past expenses for the Assessment of Fair Housing are included in the budget so that the City's management can easily assess the entire cost of the project.

A. WES Work Plan for the Five-Year Consolidated Plan

The following presents a narrative exploring the Community Needs Assessment and the Five-Year Consolidated Plan that is being proposed for the City of Lewisville. The development of these two research documents will proceed in five phases.

Phase I starts with an Orientation Meeting to confirm our respective responsibilities, the schedule and product deliverables. During the Orientation, we will also review several pieces of information relating to the 2017 – 2021 Housing and Community Development Consolidated Plan. WES also will receive some data from the City, such as the most recent Continuum of Care, Point-in-Time homeless count, and any available public housing inventory or housing choice data controlled by the City's stakeholders.

Phase II represents data collection and analysis, including periodic progress review meetings with City staff. This phase will include evaluation of economic, demographic and housing information. It will incorporate the required housing market analysis, but will also include collection and evaluation of special census tabulations of data required for the Consolidated Plan. Information for the IDIS eCon Planning Suite begins to be loaded during Phase II, assuming that the IDIS login IDs are operational at this time.

It is also very important to obtain stakeholder involvement, particularly as it relates to community needs. Thus, WES will prepare an Internet-based client and stakeholder survey, the **2017 Housing and Community Development Survey**. This will be an invitation based survey, distributed by the City. It will also be made available to a variety of social service agencies to distribute to their clients as well as at the upcoming community meetings. One additional survey methodology will be implemented: a series of telephone interviews of stakeholders. Both of these are to address the City's community needs, as expressed by each of the various involved citizens and groups.

Phase III incorporates the preliminary quantitative and qualitative findings from Phase II and offers them to the public in a community meeting, designed to solicit public input. This phase incorporates the public input and begins development of the preliminary strategies and performance measurement issues associated with the Five-Year Housing and Community Development Plan. These narratives are placed in the IDIS version of the Consolidated Plan and Annual Action Plan.

Phase IV represents the preparation of the a separate Community Needs Assessment, as well as a Five-Year Consolidated Plan and Annual Action Plan, Draft for Internal Review. It incorporates the findings with internal strategy sessions, prioritizing needs and developing strategies to address the needs, along with identification of measurement criteria.

Phase V concludes the project. WES will provide a Community Needs Assessment, a Draft Consolidated Plan for Public Review, with the IDIS fully populated, and make a PowerPoint presentation. WES will then receive any remaining comments from the City about the Consolidated Plan and then submit to the City the formal Final Five-Year Consolidated Plan and Annual Action Plan. If the City wishes WES to submit the plan electronically to HUD, WES would be happy to do so, as well as remain available during HUD review and approval of the plan.



B. Key Work Tasks for the Five-Year Consolidated Plan

The philosophical approach that HUD wants jurisdictions to adopt in the development of the Consolidated Plan can be summarized as one in which needs flow logically from both quantitative and qualitative analysis to specification of desired strategic goals. An emphasis on the Community Needs Assessment is a part of that effort.

Western Economic Services, LLC, will be addressing all components of the project requirements, as described herein. To efficiently deliver services, a few components of the previous Consolidated Plan may be incorporated, as they will require minor modification, such as the anti-poverty strategy. Other parts of the Five-Year Consolidated Plan will demand significant research effort to create; and, continuing emphasis will be placed on integrating performance measures in the planning process. Attaining these requirements encompasses a wide variety of analysis and tasks, with both primary and supporting roles for WES, as described in this revised final Scope of Work.

WES envisions the Community Needs Assessment work as potentially shedding new light on housing and community development topics, therefore possibly uncovering new and pressing issues. In our research activities, a significant amount of new data will be created, addressing current and emerging problems. WES will highlight trends in affordable housing development, complexities encountered in residential rehabilitation, changing demands in community development and prospective gaps in the ability to deliver housing and community development services, among other important considerations. WES will manage an online survey of stakeholders, which will solicit input on housing and community development needs. WES will conduct telephone interviews of selected stakeholders to aid in forming the community needs priorities. WES will address all components of the project, such as:

Task 1: Working closely with the City to refine and further develop this work plan including the Citizen Participation Plan, the Housing Market Analysis, the Housing and Homeless Needs Assessment, the Community Needs Assessment, the Strategic Plan, the Annual Action Plan, preparing copies for City internal review and refined documents for public review, as well as final reports. Concurrently, WES will be populating the IDIS eCon Planning Suite data elements for upload to HUD.

Task 2: Conducting all research and analysis, fulfilling HUD's requirements for very detailed aspects of the planning process, such as including a 2017 Housing and Community Development Survey. WES has previously prepared successfully submitted Consolidated Plans using the IDIS eCon Planning Suite many times, and WES is familiar with the limitations and operational challenges faced with the use of that particular software application. This gives WES key capacity, and exceptional understanding of what City wants and needs; WES will deliver these same services to the City.

Task 3: Attending and making oral presentations of findings at public input and public review sessions, accompanied by PowerPoint presentations, as well as audio recording the public input and returning to the City a set of minutes of those public input opportunities. WES also will be attending periodic review sessions with the City review team as well as City policy makers and staff.

Task 4: Carefully coordinating the needs assessments and five-year strategies, and creating the goals and objectives, as well as any subsequent measurement criteria to align smoothly with the Annual Action Plan. This will ensure that the projects selected for funding, or the selection methodologies and program approaches, are consistent with the Plan's priority rankings, strategic objectives, measurement criteria, and goal outcome indicators.



Task 5: Providing a Preliminary Draft Community Needs Assessment and a Five-Year Consolidated Plan for internal staff review, a Draft for Public Review and a Final Report. The reports will contain an Executive Summary, Table of Contents, and appropriate Appendices, such as the Citizen Participation Plan; and, it will also have more detailed information that addresses the plan development process, the socio-economic profile of the City, the housing market, and priority needs for housing, homeless and non-housing community development activities.

C. Chronological Sequencing of the Five-Year Consolidated Plan Activities

The following proposed Scope of Work is structured in an outline format, describing details about our steps, analysis, and methods, as well as results and deliverables. The primary emphasis is to concretely document the research and development of product. Consequently, emphasis is placed heavily on the research activities and our respective interchange for each phase of the project.

Phase I: Orientation – WES will initiate organization and preparation of work quickly after execution of the contract, with work on the Consolidated Plan expected to begin in February of 2017.

1. WES will submit a draft agenda, a draft survey, and draft scheduled of events prior to the Orientation Meeting, so that the City will have materials to discuss at the meeting teleconference.
2. WES and the City will hold an Orientation Meeting teleconference soon thereafter, at a time that is mutually convenient. The meeting has the following purposes:
 - a. Exchange information, discuss the content, tone, analysis methods, expectations and schedule of deliverables. Information to exchange includes the following:
 - E-mail list of in-need service providers, organizations, interested individuals, advocacy groups, for-profit, non-profit, and government agencies, bankers, lenders, Realtors, property managers, and other entities that provide or are interested in housing and community development services. This list will be used to distribute the 2017 Housing and Community Development Survey. This list is to include agencies, organizations and interested parties that may be considered stakeholders in the Consolidated Planning process. The list can be of any size and is herewith termed the “agency survey list.” It will be used for gathering information for the Consolidated Plan.
 - Suggested list of social service agencies that will be asked to distribute the 2017 Housing and Community Development Survey to their clients.
 - A suggested list of stakeholders with whom WES will need to conduct telephone interviews by the City’s needs, as defined through the Community Needs Assessment process.
 - The City’s Continuum of Care application, if available, including the gap analysis to include the number of beds available to individuals and families as well as periodic counts of the sheltered and unsheltered homeless population, including the number of homeless adults and children living with mental illness.
 - Geospatial data depicting Census tracts with low- to moderate-income concentrations for current program guidelines. Such selected mapping layers of public housing, housing choice vouchers, or special needs housing. These shape files or layers need to be compatible with ArcGIS 10.x.
 - The most recent and previous CAPER and Annual Action Plan in Word digital format.
 - Four IDIS login IDs, one for Mr. Gaudin, one for Mr. William C. Wright, one for Ms. Megan Brace, and another for Ms. Kristen Bennett. Three of these individuals have



- entered data in the eCon Planning Suite for other jurisdictions in the preparation of Consolidated Plans and Annual Action Plans.
 - Proposed project pages, including the goal outcome indicators and the matrix codes associated with each project selected for funding in 2017-2018.
 - b. The following services are to be performed by the City:
 - Selection, acquisition and coordination of the public meeting places for the community meeting and the formal public review meeting. Specific dates for these will be verified at the Orientation Meeting.
 - Public notification of the community or public review meeting, and related planning process notifications and public relations activities for the Consolidated Plan.
 - Response to any special needs requests, including translation services.
 - c. WES and the City will select the dates for the community meeting and the formal presentation at the Orientation Meeting.
 - d. WES and the City will discuss other dates to hold progress review meeting via telephone.
 - e. WES will present a printed copy of both the draft 2017 Housing and Community Development Survey and the respective e-mail announcements of the survey. WES anticipates receiving input about the survey during this meeting, or soon thereafter, but no later than February 28. The City will be asked to distribute the e-mail announcements to all parties. The announcements will urge all participants to route the survey to any other interested parties for participation in the survey. However, printed copies of the survey will be made available at the community meeting. WES will also direct the paper copies, as well as emailing digital copies, to selected agencies for them to distribute to their clientele.
3. Within three days of the Orientation Meeting, WES will submit the first progress review memo. It will document the tone and content of the meeting, as well as any understandings shared at the meeting. Progress review memos will follow approximately bi-weekly thereafter as they relate to work conducted on the Five-Year Consolidated Plan, until the initial draft of the Consolidated Plan is delivered to the City.
 4. WES will not verify any of the default values appearing in the eCon Planning Suite.

Phase II – Data Collection and Analysis

1. WES will receive the agency survey list and inspect and modify this list, if necessary. WES will then submit the e-mail announcement for processing. This announcement will have a link embedded in the announcement. If clicked upon, the survey respondent will be routed to the first page of the survey.
2. WES will extract pertinent other economic, demographic and housing data from the 2010 Census, and intercensal estimates through 2015, if available.
3. WES will distribute the 2017 HCD survey to the selected list of organizations to forward to their clients.
4. WES will implement the telephone calls of stakeholders for the Community Needs Assessment.
5. WES will offer perspective on trends seen in the data. Key data elements are:
 - a. Population, and households by tenure and average household size by tenure;
 - b. Household and family income, by income range;
 - c. Percent of income spent on housing by tenure, including cost burdens;
 - d. Median rents and home values;
 - e. Rental and homeowner vacancy rates;
 - f. Total number of housing units, by type of unit;



- g. Units with incomplete plumbing or kitchen facilities; and
 - h. Degree of overcrowding and severe overcrowding in the units.
6. WES will extract pertinent economic, demographic, racial composition, ethnicity and age cohort data from the 2010 Census and 2015 American Community Survey (ACS). Key data elements are:
 - a. The number of households having less than 30 percent Median Family Income (MFI), 31 to 50 percent MFI, 51 to 80 percent MFI, 81 to 95 percent MFI, and all above 95 percent MFI. These data will have been adjusted for family size. Data will be available for the geographic areas addressed in the Plan, if excluding the entitlement communities noted previously. These data will be further segregated by owner and renter households, and then by elderly, small and large renter households;
 - b. The number of persons, by race and ethnicity, and the racial and low-income concentrations;
 - c. Age cohorts of the population, with particular attention paid to the elderly and frail elderly populations;
 - d. The number of disabled persons in three age groups (5 to 15, 16 to 65, and over 65) as well as persons having certain types of disabilities;
 - e. The number of households experiencing housing cost burdens will be drawn from the number of households spending from 30 to 50 percent of their income on housing, with severe cost burdens for those spending more than 50 percent of their income on housing, as expressed in the 2014 American Community Survey data.
 - f. WES will identify median value of homeowner homes and average rents:
 - i. These values will be on two geographic maps.
 - ii. These maps will be incorporated into the main document.
 7. WES will prepare at least five geographic maps that focus on Census tracts:
 - a. Minority racial concentrations;
 - b. Hispanic ethnicity concentrations;
 - c. Low-income concentrations; and
 - d. Median gross rent median home value.
 8. WES will begin analysis of the lead-based paint hazards, quantifying the prospective risks of rental and homeowner units.
 9. WES will evaluate all returned surveys and process the database.
 10. WES will create facilitation packages for the three forum sessions, representing a PowerPoint slide presentation pursuant to affordable housing preservation, economic and community development, and special needs populations. The purpose is to get suggested actions from representatives of the community who may have direct knowledge of the subject area and have insight into solutions. During the Orientation Meeting, WES and the City will have discussed this and whether these particular topic areas are appropriate or if others are more appropriate for the City. WES will audio record these sessions as well as facilitate discussion by having a presentation and agenda. WES will prepare a set of minutes following the meetings. These narratives will be included with the Consolidated Plan.
 11. WES will analyze the building permit data over the 2000 through 2015 period as it relates to single-family, duplexes, tri- and four-plex buildings and multifamily structures with five or more units. Value of single-family new construction will be developed over this same time period as well.
 12. WES will collect available labor force, employment and unemployment statistics. These data will span at least the 1990 through 2015 time period, with preliminary data for 2016 appearing as monthly information, if available.



13. WES will collect Bureau of Economic Analysis information describing full- and part-time employment over the period 1969 through 2015. This information will also include real average earnings per job, per capita income, dividends, interest, rental income and total personal income over the same time period (available at the county level only).

Phase III – Housing and Community Development Needs Assessment

1. WES will compile and analyze the surveys.
2. WES and the City will conduct a progress review meeting via telephone.
3. WES will begin drawing inferences from all previous quantitative and qualitative analysis of data. These data are to be several types of information. Some are:
 - a. Housing market conditions;
 - b. Barriers identified by respondents to the surveys;
 - c. Perceived needs for special services for in-need populations; and
 - d. Perceived needs for new and rehab housing.
 - e. WES will develop a summary for the preliminary findings from the surveys of interested stakeholders. These findings will address degree of need for affordable housing and housing related services as well as non-housing community development activities, comprising such things as:
 - i. Quantitative findings presented in tabular and graphic forms;
 - ii. Qualitative findings presented as itemized lists of expressed needs; and
 - iii. Other issues will also be identified and listed, such as expressed barriers to affordable housing, homeless services available or desirable, or how to counteract the effects of NIMBYism, and issues surrounding selected community development actions.
4. WES will summarize the results of work conducted to date and submit the information as a progress review memo. The information contained therein, along with other data collected for the Consolidated Plan, will form the basis for the four community meetings.
5. WES will begin developing the PowerPoint presentation.
6. WES will make up to a 60-minute PowerPoint presentation to be offered at the Community Meeting. The meeting will also allow citizens to provide testimonial, commentary and perspective about housing and community development in the City. WES will audio record the meeting and prepare a set of minutes following the meeting. This narrative will be included with the Consolidated Plan.
7. WES and the City will hold a debriefing session immediately following the community meetings to discuss input, strategies, needs and prospective performance measurement approaches to be used in the Five-Year Consolidated Plan.
8. WES will then submit a progress review memo of these concepts, notions and issues, as well as all shared understandings and agreements.

Phase IV – Five-Year Housing and Community Development Strategic Plan

1. Following the community meeting, WES and the City staff may also have a strategy meeting. The purpose of this meeting, or teleconference, is to verify preliminary findings that will be released with the draft report, including priority needs, strategies, objectives and related issues.
 - a. WES anticipates holding this strategy session with City staff to facilitate review and assignment of priorities to identified needs.
 - b. WES will further facilitate discussion of strategic objectives and measurement criteria.
2. WES and the City will agree upon strategic objectives, goals and performance measurement criteria, which will likely become central to the five-year portion of the Plan.



3. Some discussion and agreement about tactics useful for achieving the objectives will also be addressed and reached. The topics will include:
 - a. Housing and community development needs and suggested prioritization schemes;
 - b. Options for strategic goals and objectives;
 - c. Other criteria to measure progress toward attainment of strategic goals;
 - d. A statement about the geographic allocation of resources;
 - e. WES and City staff will review the status of the Annual Action Plan, which should include program resource amounts, the geographic distribution of the projects, activities planned to address homeless and transitional housing needs, and other project actions, and any public housing improvements or resident initiatives. WES will review the project pages, goal outcome indicators, and matrix codes and confirm that everything is properly quantified in the Five-Year and Annual Action Plan.
4. WES will finish preparing the Draft Consolidated Plan for internal review. The document will meet the standards established by HUD.

Phase V – Draft Reports, Public Review, and Final Consolidated Plan

1. WES will incorporate all previous data, analysis, needs assessments and evaluation of strategic objectives and submit a Draft Five-Year Consolidated Plan for Internal Review.
 - a. The document in the eCon Planning Suite is a singular document.
 - b. The Consolidated Plan will also contain a more detailed discussion of the current socio-economic context, the housing inventory, the housing market, the housing and homeless needs assessment, the non-housing community development needs assessment, the strategic plan, the Citizen Participation Plan, public comments received on the Plan, measurement criteria, and other reference data and narratives.
2. WES is to receive comments back from the City within two weeks. WES will then prepare the Draft Five-Year Consolidated Plan and the Annual Action Plan for Public Review.
3. WES will receive final comments about the Five-Year Consolidated Plan and Annual Action Plan from the City soon after the public review period concludes. WES will then submit the Final Five-Year Consolidated Plan for Housing and Community Development in eCon Planning Suite format. The eCon Planning Suite will contain the entire document, both the Five-Year Plan and the Annual Action Plan.
4. The City will prepare the Form 424s for each program, along with the proper signatures, certifications for final submittal to WES. WES will attached these documents and submit the final Consolidated Plan electronically to HUD, if so desired by the City.
5. WES will then submit complete documentation of the Consolidated Plan to the City, along with printed and electronic copies for the City's permanent record.
6. HUD has 45 days to review the Consolidated Plan. WES will remain available for up to 60 days during HUD review of the Consolidated Plan and be responsible for responding to any and all comments on the Plan by HUD.

D. WES Five-Year Consolidated Plan Schedules

WES will submit the Consolidated Plan Orientation Meeting agenda and draft surveys for the City to review prior to the meeting, but soon after authorization to proceed has been received. Email will be sufficient. The proposed schedule is presented on the following page.



Exhibit 1
Proposed Consolidated Plan Schedule
A Week is Equal to "●"

Tasks	Dec	Jan	Feb	Mar	Apr	May	June	July
Project Meetings and Schedule								
Meetings/conferences with City, public input, or presentations			●	●	●	●		
Phase I – Orientation Meeting								
WES submits agenda and draft surveys			●					
WES and the City hold Orientation			●					
WES submits first progress review memo			●					
Phase II – Data Collection and Analysis								
WES initiates and the City distributes the Internet-based surveys			●					
WES collects 2010 Census data			●●●					
WES collects other 2014 ACS Census data			●●●					
WES continues with surveys			●●●					
WES collects and analyzes building permits			●●●					
WES collects and analyzes BEA data				●●				
WES processes surveys				●●				
WES conducts progress review teleconference with City					●			
WES assesses housing needs, by tenure and income						●●		
WES hosts three focus groups via webinar							●	
WES prepares preliminary analysis of data								●●
Phase III – Housing and Community Development Needs Assessment-								
WES conducts progress review teleconference meeting with City					●●			
WES completes additional analysis of all data					●●			
WES begins drawing inferences from data					●●			
WES develops preliminary findings					●●			
WES holds Public Input Meeting						●		
WES and the City hold a debriefing meeting after input meeting						●		
Phase IV – Five Year Housing and Community Development Strategic Plan								
WES submits progress review memo					●			
WES begins development of the draft report					●●			
WES assembles all data, analysis, findings, priority rankings						●		
WES completes development of the Draft Report for Internal Review							●	
Phase V – Draft Report, Public Presentation, Final Report								
WES submits Draft Report for Internal Review						●		
WES receives comments from City						●		
WES submits Draft Reports for Public Review						●		
Public review period						●●●		
WES makes Final Presentation							●●	
WES receives final comments from the City							●	
The City submits electronic eCon Planning Suite for final review								●
WES receives any final comments from City								●
WES submits final document by August 1, 2017								●

E. WES Second Final Revised Budget

The following represents the sum of all our labor categories, estimated hours, hourly rates, purchased materials, travel expenses, and other related direct costs for completion of the AFH and the Five-Year Consolidated Plan and Annual Action Plan. It includes all preparatory and progress review meetings, data processing, analysis of findings, development of draft and final reports, research presentations, and interagency and related coordination activities.

Western Economic Services is proposing to provide the products and services described above on a "fixed cost" and not-to-exceed basis. This estimate may be modified if significant changes to the scope of work or contract conditions occur.

WES had proposed to conduct both evaluations for the price of \$43,990, excluding the 2017 Community Needs Assessment. As presented below:

Assessment of Fair Housing	\$24,040
Five-Year Consolidated Plan and Annual Action Plan	\$19,950

This is being billed in two equal parts each comprising \$21,995. The first was billed in two monthly installments on December 1, 2016 and January 2, 2017 in the amounts of \$10,995 and \$11,000, respectively. These amounts have been received by WES.

The second half was to have been billed in seven monthly installments, starting February 1 and ending August 1, 2017. The first six would represent a payment of \$3,140 and the concluding August 1 billing statement would have been \$3,155. The February 1 billing has already been submitted, with an amount remaining unbilled of \$18,855.

With the addition back into this process of the Community Needs Assessment, the cost has risen slightly, rising \$12,985. The total remaining then amounts to \$31,840. This will be billed in the remaining six monthly installment periods, the first five of which are to be \$5,300 and the concluding August 1 payment to be \$5,340.



ATTACHMENT B
INSURANCE REQUIREMENTS

Attachment B

INSURANCE REQUIREMENTS **PROFESSIONAL SERVICES PROJECTS INVOLVING CONSTRUCTION**

Services for professionals including: Architects, Engineers, Building Contractors

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. (Applicable only to certified or licensed Engineers and or Architects.)

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. Use of Contractors and Subcontractors
 - e. Personal Injury
 - f. Broad Form Property Damage
 - g. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense).
NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 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 - \$500,000 per occurrence. \$1,000,000 Aggregate. (Applicable only to certified or licensed Engineers and or Architects.)
5. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

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, and 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 (applicable only to certified or licensed Engineers and or Architects)
“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: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: March 6, 2017

SUBJECT: **Approval of an Economic Development Agreement By and Between the City of Lewisville and Wittington Holdings, LP; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

Wittington Holdings will be developing the property located at 3000 N. Stemmons Freeway into an upscale residential development, Tower Bay Lofts. The property has been used as a mobile home park but will be redeveloped by Wittington Holdings. The property is located along Lewisville Lake and the development will use a design method to maximize the views of the Lake. Substantial completion of the project is set for June 30, 2021.

The development will include a 4-story building with 308 residential units including a parking garage structure, extensive landscaping and hike/bike trails, fitness area, roof deck, pool and other amenities. Wittington Holdings is projected to invest over \$40,000,000 in the project.

ANALYSIS

The agreement calls for the City to provide incentives not to exceed \$600,000 which include the following:

- Reimbursement of Park Fees estimated at \$231,000
- Reimbursement of other building permit fees \$180,000
- A grant equal to the amount of fees paid for water and sanitary sewer impact fees estimated at \$189,000

RECOMMENDATION

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

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is entered into by and between the City of Lewisville, Texas, a home rule city, duly acting by and through its City Manager ("City"), and Wittington Holdings, LP ("Developer") (jointly, "Parties").

WITNESSETH:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted an Economic Incentive Policy for making economic development incentives and grants on June 20, 2016 (hereinafter referred to as "the Policy Statement"); and

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

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

WHEREAS, on the ____ day of _____, 2017, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to the Statute;

WHEREAS, the Developer will develop property, defined in Attachment "A" ("Premises"), that is the subject of this Agreement;

WHEREAS, the Developer wishes to develop the Premises as a multifamily residential development known as Tower Bay Lofts;

WHEREAS, the Developer desires to enter into this Agreement pursuant to the Statute;



WHEREAS, the City desires to provide, pursuant to the Statute, an incentive to the Developer to develop the Project, as hereinafter defined, on the Premises;

WHEREAS, the Developer agrees to develop the Project in a manner consistent with the development plan as described in Attachment "B" attached hereto and made a part hereof;

WHEREAS, the City finds that entering into this Agreement for construction of the Project on the Premises would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose; and

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

NOW, THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties do mutually agree as follows:

ARTICLE I TERM

1.1 This Agreement shall be effective on the date that this Agreement is executed by both parties ("Effective Date") and shall continue until the earlier of September 30, 2021 or Substantial Completion, as hereinafter defined, of all portions of the Project as shown in Attachment "B" and disbursement of the Grant, as hereinafter defined, by the City, unless sooner terminated as provided for herein ("Term"). This Agreement terminates automatically on the last day of the twenty-fourth month following the Effective Date if construction has not commenced on the Project.

ARTICLE II DEFINITIONS

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

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

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

“**Developer**” shall have the meaning set forth in the introductory paragraph of this Agreement.

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

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

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

“**Premises**” shall have the meaning set forth in the recitals of this Agreement.

“**Project**” shall mean a four-story multifamily residential development including 308 multifamily units, other structures and amenities, and landscaping, as well as all public facilities needed to serve the development, including water, sanitary sewer, paving, storm drainage and hike/bike trail improvements, all as shown on the development plan shown in Attachment “B.”

“**Substantial Completion**” shall occur upon the issuance of certificates of occupancy for the Project.

“**Term**” shall have the meaning set forth in Article I of this Agreement.

ARTICLE III GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, Developer shall commence with the construction of the Project in accordance with Attachment “B”. The total investment in the Project shall be a minimum of \$40,000,000.00. Developer agrees to make

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documentation available to City to support the minimum investment, upon request. Attachment "B" may be amended only by mutual written consent of the Parties, and such amendment shall be attached to and incorporated into this Agreement.

3.2 The Project shall reach Substantial Completion by June 30, 2021. In the event of Force Majeure or if, in the reasonable opinion of the City, the Developer has made substantial progress toward completion of the Project, the City may extend the Term of the Agreement at the City's sole discretion.

ARTICLE IV ECONOMIC DEVELOPMENT GRANT

4.1 Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to provide to the Developer an economic development grant in an amount equal to the water and sanitary sewer impact fees for the Project paid by the Developer to the City ("Grant"); provided, however, that the Grant amount shall not exceed one hundred eighty-nine thousand dollars (\$189,000). The water and sanitary sewer impact fees for the Project shall be paid to the City by the Developer at the time of issuance of building permit, as required by City ordinance.

4.2 Developer shall request payment of the Grant in a letter addressed to the Director of Economic Development with supporting documents showing the amounts paid for water and sanitary sewer impact fees within thirty (30) days of Substantial Completion. Any amount owed to the Developer as allowed under the Grant shall be paid within thirty (30) days after the City receives written notice from the Developer requesting payment.

4.3 The City shall also waive the following development fees which are directly related to the construction of the Project:

- (a) Park development fees, not to exceed \$231,000; and
- (b) Building permit fees, not to exceed \$180,000.

Notwithstanding any fee waiver, Developer must still obtain all permits required by City ordinance for the Project.

4.4 The City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Developer. None of the City's obligations



with respect to the Grant under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V TERMINATION

- 5.1 This Agreement may be terminated upon any one of the following:
- (a) by written agreement of the Parties;
 - (b) expiration of the Term;
 - (c) by 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 thirty (30) days after written notice thereof;
 - (d) By City, if Developer suffers an Event of Bankruptcy; and
 - (e) By City, if any taxes, assessments or payments owed to the City or the State of Texas by Developer shall become delinquent and not cured within sixty (60) days after written notice thereof (provided, however, that Developer retains the right to timely and properly protest and contest any such taxes or assessments).

5.2 In the event the Agreement is terminated by the City pursuant to Section 5.1(c), (d), or (e), the Developer shall immediately refund to the City an amount equal to the portion of the Grant paid to the Developer and any fees waived by the City under Section 4.4 at the time of termination, unless construction on the Project has not begun at the time of termination.

ARTICLE VI MISCELLANEOUS

6.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by the Developer, unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as the Developer's assignee agrees to be bound by all terms and conditions of this Agreement. Notwithstanding the foregoing, the Developer may assign this Agreement, without the prior written consent of the City, to an entity which holds title to the Premises so long as the Developer

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or an affiliate of the Developer has an interest in such entity; provided that, the Developer gives the City written notice at least thirty (30) days before Developer intends to make such assignment, and such assignee assumes the obligations and liabilities of the Developer in writing in a form reasonably approved by the City.

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

6.3 The Developer further agrees that the City, its agents and employees, shall have reasonable rights of access to the Premises to inspect the Project in order to ensure that the construction of the Project 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 Developer's reasonable security requirements, to inspect the Premises to ensure that the Premises are thereafter 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 Developer reasonable prior telephone or written notice of any such inspection, and (ii) a representative of the Developer shall have the right to accompany the agent or employee of the City who is conducting such inspection.

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

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

For CITY by notice to:

City of Lewisville

Attn: Director of Economic Development



151 W. Church Street
PO Box 299002
Lewisville, Texas 75029

For DEVELOPER by notice to:

Wittington Holdings, LP
Attention: Al Crozier
1603 LBJ Freeway, Suite 750
Dallas TX 75234

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

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

6.7 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

6.9 This Agreement was authorized by action of the City Council, authorizing the City Manager or his designee to execute the Agreement on behalf of the City.

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

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

6.12 Venue for any litigation arising from this Agreement shall lie in Denton County,



Texas.

6.13 DEVELOPER 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 DEVELOPER'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

6.15 This Agreement shall be considered drafted equally by both the City and Developer.

DATED this the ____ day of _____, 2017.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

ATTEST:



Julie Heinze, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

DEVELOPER: **Wittington Holdings, LP,**

By: Wittington GP, LLC,
 its General Partner



Alfred Crozier, Manager



Attachment "A"
LEGAL DESCRIPTION

Being all that certain lot, tract or parcel of land situated in the Shelton Luttrell Survey, Abstract Number 743, City of Lewisville, Denton County, Texas, and being part of that certain called 7.19 acre tract described in deed to Henry L. Sullivan recorded in Volume 352, Page 396 of the Deed Records of Denton County, Texas, and being all of that certain called 1.77 acre tract of land and all of that certain called 0.08 acre tract of land described in Quitclaim Deed from the United States of America to Henry L. Sullivan recorded in Volume 805, Page 379 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a United States Army Corps of Engineers (USACE) concrete monument with brass cap stamped D-43-A found at the northwest corner of said 0.08 acre tract;

THENCE S 88°52'50" E, 189.01 feet (called 188.35 feet) with the north line of said 0.08 acre tract to a

USACE concrete monument with brass cap stamped D-42 found at the northeast corner thereof, being the northwest corner of said 1.77 acre tract;

THENCE S 86°35'10" E, 568.62 feet with the north line of said 1.77 acre tract to a USACE concrete monument with brass cap stamped D-35-A found at the northeast corner thereof;

THENCE S 00°11'00" W, 275.10 feet (called 274.95 feet) with the east line of said 1.77 acre tract to a

USACE concrete monument with brass cap stamped D-34-A found at the southeast corner thereof;

THENCE N 89°55'00" W, 620.11 feet (called 619.75 feet) with the south line of said 1.77 acre tract to a

USECE concrete monument with brass cap stamped D-32 found at the southwest corner thereof, being on the south line of said 7.19 acre tract and being on the north line of that certain called 100 acre tract of land described in deed to Frank O. Long recorded in Volume 270, Page 487 of the Deed Records of Denton County, Texas, and being the easterly northwest corner of that certain called 91 acre tract of land described in deed to the United States of America recorded in Volume 380, Page 51 of the Deed Records of Denton County, Texas;

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THENCE N 87°56'00" W, 115.81 feet with the south line of said 7.19 acre tract, the north line of said 100 acre tract and the westerly north line of said 91 acre tract to the east line of I.H. 35E as evidenced by that certain called 0.12 acre tract described in Cause No. 4736, Styled Denton County v. H. L. Sullivan and wife, Mrs. H. L. Sullivan dated September 26, 1958, recorded in Volume 13, Page 543 of the Civil Minutes of the Commissioners Court of Denton County, Texas, being the southeast corner thereof and being the northeast corner of that certain called 1.66 acre tract of land described as Tract I in Cause No. 4543, Styled Denton County v. Frank O. Long and wife, Mrs. Frank O. Long dated November 26, 1957;

THENCE N 08°30'00" W, 89.09 feet (called 88.3 feet) with the east line of said I.H. 35E and the east line of said 0.12 acre tract to the northeast corner thereof, being on a south line of that certain called 3.85 acre tract of land described in deed to the United States of America recorded in Volume 382, Page 305 of the Deed Records of Denton County, Texas;

THENCE N 86°25'40" E, 3.26 feet a south line of said 3.85 acre tract to the southwest corner of the aforementioned 0.08 acre tract;

THENCE N 02°35'50" W, 219.48 feet (called 219.40 feet) with the west line of said 0.08 acre tract to the

POINT OF BEGINNING and containing approximately 5.082 acres of land.

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Attachment "B"
Development Plan

MEMORANDUM

TO: Melinda Galler, Assistant City Manager

FROM: Russ Kerbow, Police Chief

DATE: February 14, 2017

SUBJECT: **Approval of a Resolution Authorizing the City to Submit a Grant Application to the Texas Criminal Justice Division to Obtain Funding to Purchase Software to Enhance Management of Use of Force Reports, Internal Investigations, and General Orders**

BACKGROUND

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

ANALYSIS

The application seeks funding for the purchase of software to enhance management of use of force reports, internal investigations, and department general orders. The total cost is \$43,039 and includes software and training funded 100% through the grant. The grant allows applicants to charge up to 10% of the direct cost as an indirect cost, so \$40,990 is the direct cost, and the indirect cost is \$2,049.

This software will assist the department by efficiently documenting and streamlining reporting of incidents of 'Use of Force,' Pursuits, Accidents, Discipline, Internal Investigations, and Customer Service Complaints. Additionally, the software will assist in General Order revisions and compliance with the Texas Police Chiefs Association's Best Practices Program. This project will enhance the department's data management, enable consistent documentation, speed investigative time, improve early intervention and ensure accountability with regards to potential troubled processes, situations and staff conduct.

The ongoing costs (beginning in the second year) for maintenance and upgrades will be \$12,590, and will be requested in the department's FY 2017-18 budget. Currently, many of the police departments in the Metroplex such as Carrollton, Coppell, Denton, Flower Mound, Frisco, Grapevine, and Plano utilize this technology and have found it to be very successful.

RECOMMENDATION

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING THE CITY TO APPLY FOR A GRANT FROM THE OFFICE OF THE GOVERNOR, TEXAS CRIMINAL JUSTICE DIVISION, FOR SOFTWARE TO ENSURE PUBLIC TRUST.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT the City Council: 1) authorizes the Lewisville Police Department to submit an application to the Office of the Governor, Texas CJD to obtain funding assistance for fiscal year 2017/2018 for Software to Ensure Public Trust; 2) agrees to provide all the applicable match as stipulated by the CJD; 3) assures the awarded funds will be returned to the Office of the Governor, Texas CJD in full in the event of loss or misuse of CJD funds; 4) authorizes the City Manager, the authorized official, to execute all documents in regard to the requested funds, which includes the power to apply for, accept, reject, alter or terminate the grant; and 5) assures the City of Lewisville will comply with other rules set by CJD.

RESOLUTION NO. _____

Page 2

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, ON THIS THE 6TH DAY OF MARCH, 2017.**

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Melinda Galler, Assistant City Manager

FROM: Russ Kerbow, Police Chief

DATE: February 13, 2017

SUBJECT: **Approval of a Resolution Authorizing the City to Submit a Grant Application to the Texas Criminal Justice Division to Obtain Funding to Purchase Two All-Terrain Vehicles**

BACKGROUND

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

ANALYSIS

The application seeks funding to purchase two all-terrain vehicles (ATVs). The total cost is \$75,663 and is funded 100% by the grant. The grant allows applicants to charge up to 10% of the direct costs of the grant for indirect costs, so \$72,060 is for the two ATVs, and \$3,603 is the indirect cost.



The ATVs will be used to enhance the Police department's community policing efforts. Officers will utilize these specialty vehicles in city parks, greenbelt areas, neighborhoods, at special events, school community events for crime prevention initiatives, law enforcement visibility purposes, and overall community connection. These vehicles make officers more accessible to the public and promote interaction between officers and the community. The ATVs are a unique mode of

Subject: Resolution – Two ATVs
February 13, 2017
Page 2 of 2

transportation that can travel in places where a conventional police vehicle cannot. The ability to rapidly respond to calls where police vehicles cannot go (parks, bike/nature trails, and large events) will enhance police response and public safety.

The ATVs factor into the city's Vision 2025 plan accentuating two big moves: Green Centerpiece and Extending the Green. As more and more citizens and visitors access Lewisville's green spaces such as LLELA and our city parks, the police department will need to proactively patrol those areas using specialty vehicles such as the ATVs. The cities of Carrollton, Coppell, Flower Mound, Frisco, Grapevine and Irving and the Denton County Sheriff's office have ATVs and/or golf carts in their fleet. The annual maintenance and upkeep is estimated at \$3,000, which will be absorbed in the police operating budget.

RECOMMENDATION

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING THE CITY TO APPLY FOR A GRANT FROM THE OFFICE OF THE GOVERNOR, TEXAS CRIMINAL JUSTICE DIVISION FOR COMMUNITY OUTREACH ATV PROJECT.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT the City Council: 1) authorizes the Lewisville Police Department to submit an application to the Office of the Governor, Texas CJD to obtain funding assistance for the fiscal year 2017/2018 for the Community Outreach ATV Project; 2) agrees to provide all the applicable match as stipulated by the CJD; 3) assures the awarded funds will be returned to the Office of the Governor, Texas CJD in full in the event of loss or misuse of CJD funds; 4) authorizes the City Manager, the authorized official, to execute all documents in regard to the requested funds, which includes the power to apply for, accept, reject, alter or terminate the grant; and 5) assures the City of Lewisville will comply with other rules set by CJD.

RESOLUTION NO. _____

Page 2

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, ON THIS THE 6TH DAY OF MARCH, 2017.**

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: March 6, 2017

SUBJECT: **Consideration of Three Variances to the Lewisville City Code, Section 6-96 Drainage; Section 6-144 Screening Devices; and Section 6-123 Non Residential Landscape Requirements, for Northview Baptist Church, Located at the Northwest and Southwest Corners of North Mill Street and Hedgerow Lane, as Requested by Ridinger Associates, Inc., on Behalf of Northview Baptist Church, the Property Owner.**

BACKGROUND

Northview Baptist Church, located at the northwest and southwest corners of North Mill Street and Hedgerow Lane, has been in existence for many years. The property is approximately three acres in size and zoned R-7.5. The church has grown over the years and is the process of constructing a new sanctuary building and additional parking that will centralize services currently offered in multiple buildings. A plat was previously approved in 2006 with the last engineering site plan also approved that year. After full staff review, this new site plan meets all current development regulations except for three items. The church has eliminated the need for some previously granted variances, however, the following three variances remain: a) to allow a drainage discharge exceeding 2 cfs from the driveways; b) to allow the existing six-foot tall wood fence to remain in lieu of the required tubular steel screening wall along both the southern campus adjacent to the existing apartments and along the northern campus adjacent to the existing single-family residential lots; c) to allow a modified landscape strip along North Mill Street in lieu of a 10-foot landscape strip.

ANALYSIS

- a. To allow a drainage discharge exceeding 2 cfs from the driveways.

Section 6-96(a) Drainage General Provisions requires that only 2 cubic feet per second (cfs) to discharge at a driveway during a 100-year storm. Based on the proposed site plan and existing topography, approximately 5.41 cfs will exit the south driveway on Hedgerow Lane during a 100-year storm. On January 9, 2006, the City Council approved a similar variance to allow 6 cfs to be discharged from the same driveway. There are no known drainage problems on Hedgerow Lane. Requiring the church to construct a storm sewer to carry water from the new driveway on Hedgerow Lane to North Mill Street (the closest drainage system) is not warranted. Staff has no objection to this variance request.

Subject: Northview Baptist Church Variances
March 6, 2017
Page 2

b) To allow the existing six-foot tall wood fence to remain in lieu of the required tubular steel screening wall along both the southern campus adjacent to the existing apartments and along the northern campus adjacent to the existing single-family residential lots

The screening requirement is a tool used to provide visual separation from residential to commercial properties. In this case, the neighbors are in support of the requested variance to provide alternative screening devices in lieu of a masonry screening wall.

Section 6-144 – Screening Devices states that churches adjacent to residential zoning must provide either a tubular steel fence with brick columns or a living screen. The adjacent properties are a combination of multi-family and single-family detached zoning. The detached residential lots located north of Lot 1, Block B, contain an existing six-foot wood fence that screens each individual backyard. The request is for the wood fences to remain, since these fences are currently screening the properties. The applicant has approached the residents impacted by this request and has received a signed letter of support.

The property located to the south of the site, on Lot 1R, Block A, is zoned multi-family. A previous variance was granted in 2006 to allow the existing wood fence to remain. A letter was obtained from the apartment complex in support of the proposed alternative screening device back in 2006. Staff has no objection to this variance request.

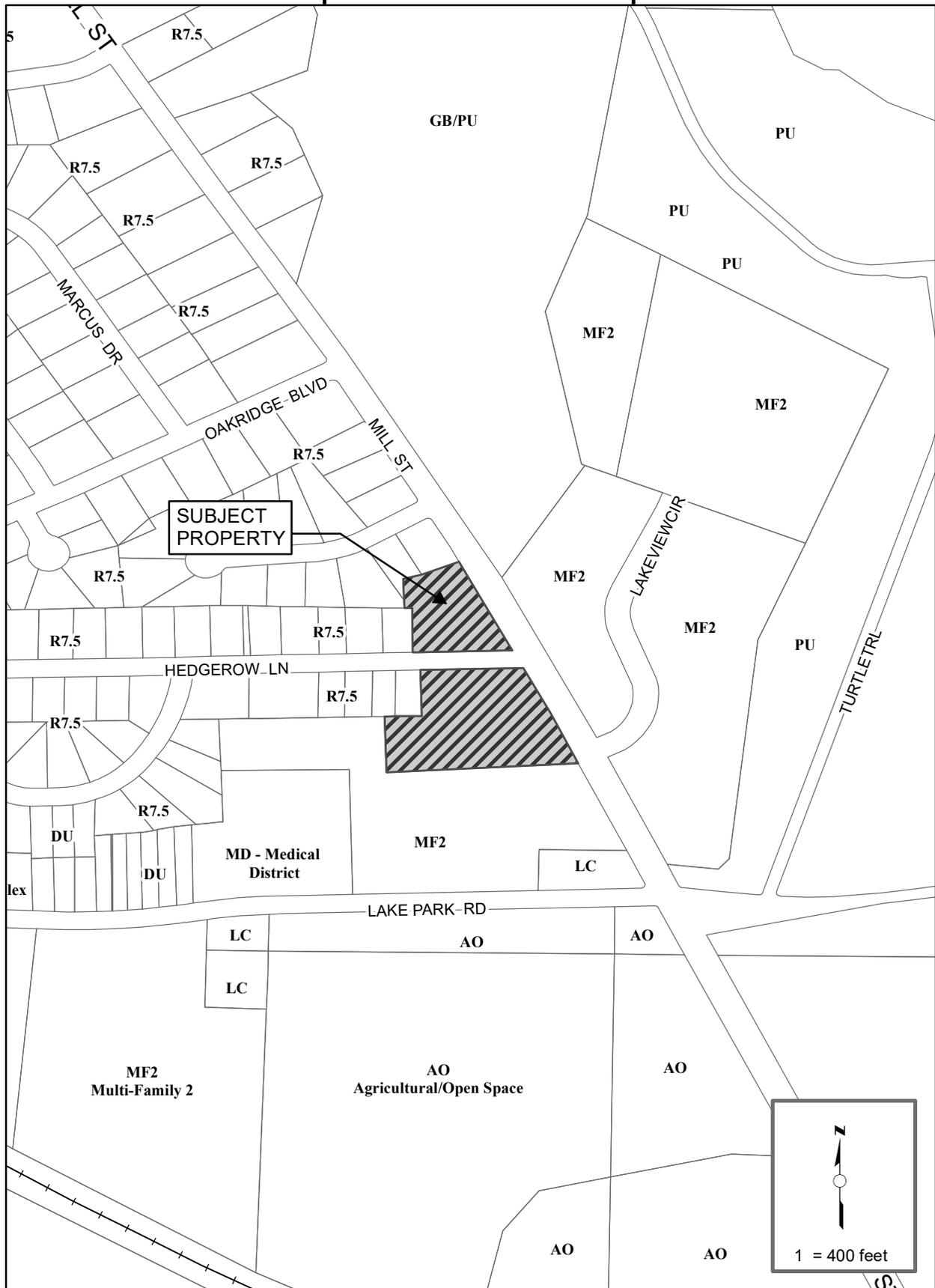
c) To allow a modified landscape buffer along North Mill Street on the southern campus

Section 6-123(b) Multi-Family and Non-Residential Landscaping Requirements requires a ten-foot landscape strip along the frontage of the property from the internal edge of the right-of-way towards the building on the property to include one (1) tree spaced fifty (50) feet or one (1) tree per five hundred (500) square feet of landscape area. In order to provide the required landscape strip on the southern lot, existing required parking spaces would need to be removed. Inadequate off-street parking has been an issue for this site. There is a grass strip averaging 18.5 feet in width between the existing parking lot pavement on the southern campus and the existing parking spaces in the North Mill Street right-of-way. The church is proposing to place a hedgerow of dwarf Buford Hollies along the edge of this existing parking lot. Staff has no objection to this variance request.

RECOMMENDATION

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

Location Map - Northview Baptist Church



Location Map - Northview Baptist Church





February 21, 2017

Mr. Richard Luedke
City of Lewisville
151 W. Church St.
Lewisville, Texas 75057

**Re: Variance Request – Northview Baptist Church Education Expansion
Engineering Site Plan**

Dear Mr. Luedke,

This letter has been drafted to formally request and describe a series of variances to the General Development Ordinance for the above referenced project. There are two lots involved with this proposed development, Lot 1R Block A and Lot 1 Block B, Northview Baptist Addition. These variances are being requested as a result of the specific circumstances and restraints associated with the two lots. The two lots are located on the west side of North Mill Street, one on the northwest corner of Hedgerow Lane and the other on the southwest corner of Hedgerow Lane. The surrounding properties are all zoned R7.5 Residential with one exception. The property to the south and partially on the west side is zoned MF2.

Based on the comments received from your office, we are requesting a variance to several items noted as deficiencies in our Engineering Site Plan submittal for the above referenced project. We specifically request four variances listed below:

- a. To allow a drainage discharge exceeding 2 cfs from the driveways.

This variance is applicable to the discharge from the driveway on Lot 1R, Block A, onto Hedgerow Lane. This variance was previously granted by City Council for this site on 01/09/2006.

This discharge is an existing condition. The drainage pattern has been adjusted slightly and the discharge onto Hedgerow Lane has now been reduced from 6.00 cfs to 5.41 cfs.

We request that the City Council reaffirm their previous approval for this variance.

- b. To allow the existing 6-ft wooden fences to remain in lieu of the required tubular steel fence and brick columns, along both the northern and southern limits of the church property.

This variance was previously granted on Lot 1R, Block A by the City Council on 01/09/2006. The fences on this lot are an existing condition. The apartment owner built and owns the existing fence along the southern limits of the church property.

This wood fence along the northern boundary of Lot 1 Block B, was installed by the adjacent homeowners and was existing at the time of the Final Plat approval by City Council on 01/09/2006. There are a number of existing shrubs that are located between the existing wood fence and the concrete flume along this fence line.

We believe that the existing wood fence along with the existing shrubs provide an adequate and aesthetically pleasing screening between the church property and the adjacent residential homes.

We request that the City Council grant the proposed variance request.

- c. To the existing landscape code requiring 10-ft landscape strip along North Mill St on the south campus from 295.65 feet to 144 linear feet.

This variance was previously granted on Lot 1R, Block A by the City Council on 01/09/2006.

The paved parking area on Lot 1R, Block A along North Mill Street is an existing condition. To provide a landscape strip along the N. Mill St. frontage of this lot, would require the removal of an entire row of parking. There is an 18.5' average grass strip existing between the existing parking lot pavement on Lot 1R, Block B and the existing parking spaces in the North Mill Street right-of-way. Along this existing parking lot we are proposing to place a hedgerow of dwarf Bufford holly plantings.

We request that the City Council reaffirm their previous approval for this variance.

We appreciate your consideration of these requests, your assistance with the development of this project, and we look forward to Staff's support of these variance requests and City Council's approval. Please call if you have any questions or comments.

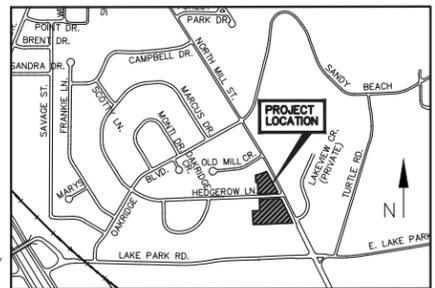
Respectfully,

Ridinger Associates, Inc.

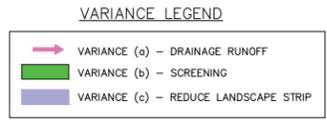
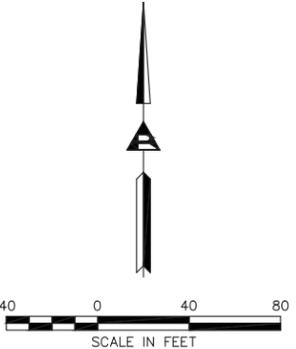
TX P.E. Firm No. 1969



Mr. Tracy A. LaPiene, P.E.,
Vice-President



VICINITY MAP
1"=1000'



VARIANCE REQUESTS:

- a. VARIANCE TO ALLOW A DRAINAGE DISCHARGE EXCEEDING 2 CFS FROM THE DRIVEWAYS.
- b. VARIANCE TO ALLOW THE EXISTING 6-FT WOODEN FENCES TO REMAIN IN LIEU OF THE REQUIRED TUBULAR STEEL FENCE AND BRICK COLUMNS, ALONG BOTH THE NORTHERN AND SOUTHERN LIMITS OF THE CHURCH PROPERTY.
- c. VARIANCE TO THE EXISTING LANDSCAPING CODE REQUIRING 10-FT LANDSCAPE STRIP ALONG NORTH MILL ON THE SOUTH CAMPUS FROM 295.65 FEET TO 144 LINEAR FEET.

OWNER:
Northview Baptist Church
2021 N. Mill St.
Lewisville, Texas 75057
Phone: (972) 436-3394
Contact: Pastor Kenneth Wells

ENGINEERING SITE PLAN
FOR
NORTHVIEW BAPTIST CHURCH
EDUCATION EXPANSION
Northview Baptist Church Addition
Lot 1R, Block A, 2.102 acres and
Lot 1, Block B, 0.890 acres in the
Peter Wagner Survey, Abstract No. 1342
in the
City of Lewisville
Denton County, Texas
Zoning: Residential (R-7.5)

No.	Date	Revisions	App.

Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 355-8000
Fax No. (972) 355-8011

NORTHVIEW BAPTIST CHURCH
EDUCATION EXPANSION
LEWISVILLE, TEXAS

VARIANCE EXHIBIT

Scale:	Designed by: TAL
	Drawn by: TAL
	Checked by: TAL
	Date: JANUARY 17, 2017
	Project No. 052-003

SHEET
C-0

TO: City of Lewisville
FR: Neighbors of Northview Baptist Church
2021 N. Mill St., 75057
DATE: February 22, 2017
RE: Variance Approval

We, the neighbors of Northview Baptist Church, do agree and support the continued use of the existing 6' WOOD FENCE BARRIER, and in some cases the LIVING SHRUB BARRIER, as a separation between our property and the church's property.

These fences and shrub barriers have been in use ever since we purchased our property and continue to serve the intended purpose.

Thank you,

Signed: David Fleming Date 2/22/2017
David Fleming, 100 Old Mill Circle, Lewisville TX 75057-2259

Signed: Melissa McClure Date 2/22/2017
Melissa Kay McClure, 110 Old Mill Circle, Lewisville TX 75057

Signed: Teresa Fregno Date 2/24/17
AV Prestonwood Parc Asso, 286 N Main St. Ste 301, Spring Valley, NY 10977-3728,
DBA: Parc Lake Apts

MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: February 20, 2017

SUBJECT: **Consideration of Two Variances to the Lewisville City Code Section 9.5-92 (Paving) Regarding Driveways and Lewisville City Code Section 9.5-165 (Off-Street Parking) Regarding Drive Aisle Width Related to 322 North Mill Street, as Requested by Jerome Murawski, P.E., ARS Engineers, Inc., on Behalf of the Owner.**

BACKGROUND

The subject site is a 0.293-acre lot zoned Old Town Mixed Use Two (OTMU2) within the Cross Ventures Addition. The property owner is proposing to convert the existing single-family home into an office building. Staff has reviewed and approved the Old Town Development Plan subject to the City Council approval of the two variances: a) to allow the existing driveway to remain with a width less than 24 feet, radius less than 20 feet and driveway spacing less than 50 feet. and b) to allow the drive aisle to be less than 24 feet wide along the north side on the building.

ANALYSIS

- a. To allow the existing driveway to remain with a width less than 24 feet, radius less than 20 feet and driveway spacing less than 50 feet.

Section 9.5-92(i)(2)(a)(2)

The Old Town Development Ordinance requires a minimum driveway radius of 20 feet, a minimum width of 24 feet and minimum driveway spacing of 50 feet. The existing driveway on North Mill Street has a 10-foot radii, 15-foot width and a 22.5-foot driveway spacing. The owner has requested a variance to allow existing driveway to remain with no improvements. Staff has no objection to the request for the following reasons: 1) Due to the small size of the proposed office (1568 sf) and requiring only 4 parking spaces, there will be minimal traffic impact to the Mill Street. 2) Due to the pending construction of Valley Ridge Blvd. and future improvements to Mill Street creating a narrower street width, additional on-street parking and bike lanes, the amount of pass by or through commuter traffic will be significantly reduced.

- b. To allow the drive aisle to be less than 24 feet wide along the north side on the building.

Subject: 322 North Mill Street - Variance

February 20, 2017

Page 2 of 2

Section 9.5-165(a)(1)

The Old Town Development Ordinance requires a minimum drive aisle width of 24 feet. The owner is requesting a variance to allow a 12-foot drive aisle along the north side of the building due to the location of the existing building. Staff has no objection to the request due to the minimal amount of on-site traffic with the proposed office use.

RECOMMENDATION

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



Civil Engineering • Planning • Surveying

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

Subject: 322 N. Mill Street
Site Plan and Variance Request

Dear Ms Boswell:

On behalf of Cross Venture LLC, ARS Engineers, Inc. is submitting the Site Plan for the Subject Property (attached) and a request for two variances as follows:

- a. To allow the existing driveway to remain with a width less than 24', radius less than 20', and driveway spacing less than 50'. We request that the existing driveway remain in place. It is 15' wide with 10' radius curb returns. The existing frame building that was formerly a single-family residence is small and will have an interim use as a small office until the property is redeveloped in the future. The interim office use can be expected to typically have 2 or 3 occupants and will generate a very small number of trips per day. When redevelopment occurs, a new driveway approach compatible with the redevelopment will be reconstructed.
- b. To allow the drive aisle to be less than 24' wide along North side of building. We request that the drive aisle alongside the north side of the existing building be allowed to be 12' wide in lieu of the typical 24' because of the limited space between the building and the north property line. A significant portion of the existing building would have to be razed to construct the drive aisle to its required width, which would render the building non-functional and incur significant expense.

Your positive consideration for Site Plan approval with the two variances would be greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Jerome V. Murawski".

Jerome V. Murawski, P.E.
Senior Project Manager

Consulting Engineers

EXIST 6" SAN SWR

EXIST 12" WATER

324 NORTH MILL STREET, LLC
INSTR. NO. 2009-113384
R.P.R.D.C.T.

GB

CROSS VENTURES ADDITION
LOT 1 AND LOT 2, BLOCK A
Instrument No. 2016-2133

GB

North Mill Street

(CALLED 80' R.O.W.)

EXISTING 5' SDWLK

21'-3"

R=10'

UTILITY POLE

R=20'

15'

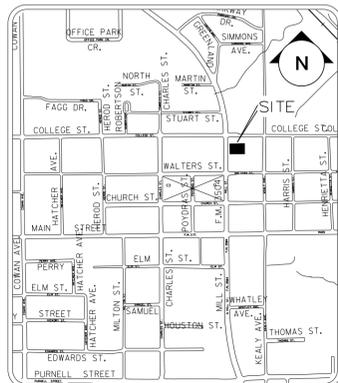
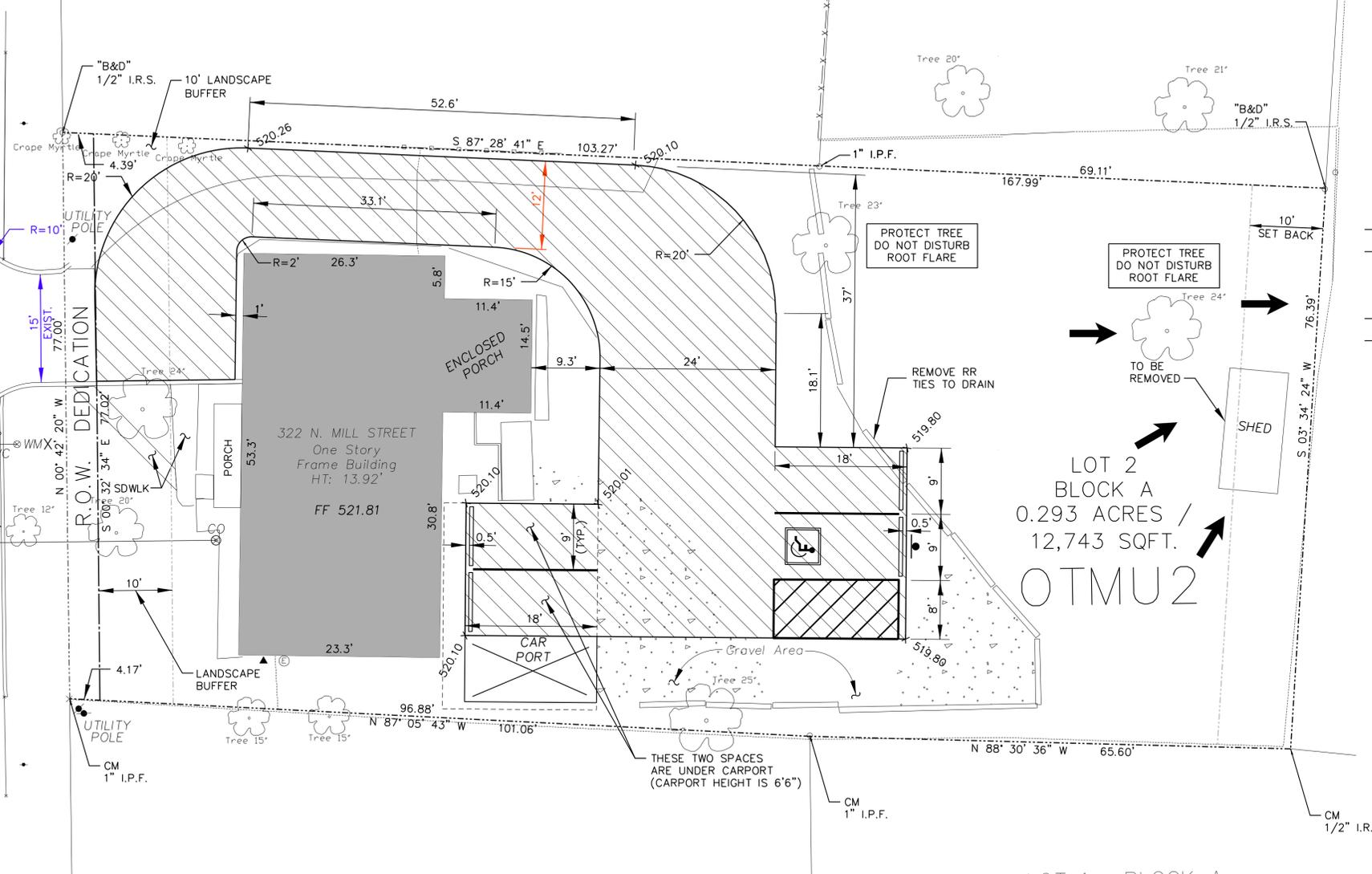
EXIST. 77.00'

R=10'

EXISTING 5' SDWLK

1' HIGH RETAINING WALL

WTR SRVC



VICINITY MAP

PORTER TIRE COMPANY, INC.
Volume 4435, Page 1382
R.P.R.D.C.T.

GB

LOT 1, BLOCK A
HURST III ADDITION
CABINET R, PAGE 193
P.R.D.C.T.

GB

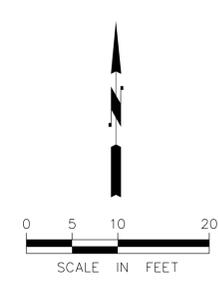
SITE DATA	
SITE AREA	0.293 ACRES (12,743 SF)
BLDG AREA	1,568 SF
ZONING	OTMU2
LAND USE	BUSINESS OFFICE
PARKING RATIO	1 SPACE PER 500 SF
REQUIRED PARKING	4 SPACES + 1 HC SPACE
PARKING PROVIDED	3 SPACES + 1 HC SPACE

APPROVED BY CITY COUNCIL ON _____ 2017

VARIANCES:

a. TO ALLOW THE EXISTING DRIVEWAY TO REMAIN WITH A WIDTH LESS THAN 24', RADIUS LESS THAN 20' AND DRIVEWAY SPACING LESS THAN 50'.

b. TO ALLOW THE DRIVE AISLE TO BE LESS THAN 24' WIDE ALONG NORTH SIDE OF BUILDING.



LEGEND:

- EXISTING GRAVEL DRIVE
- PROPOSED 5" REINFORCED CONCRETE PAVEMENT
- WHEEL STOP
- MANHOLE
- CLEANOUT
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- POWER POLE
- SIGN
- TREE
- GUY WIRE

PROPOSED
PROPERTY LINE / RIGHT OF WAY

GENERAL SITE NOTES

- A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
- B. ALL CURB RETURN RADII SHALL BE 2', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
- C. HANDICAP SIGN TO COMPLY WITH STATE OF TEXAS ACCESSIBILITY STANDARDS.
- D. NO FRONT YARD SETBACK IS REQUIRED.
- E. NO SIDE YARD SETBACK IS REQUIRED.
- F. A SIDE YARD SETBACK OF NO LESS THAN 10 FEET IN DEPTH IS PROVIDED AS SHOWN.

LOT 1, BLOCK A
MORROW ADDITION
LOT 1, BLOCK A
Instrument No. 2014-391
R.P.R.D.C.T.

GB

OWNER / DEVELOPER

CROSS VENTURE, LLC
c/o JON P. DOUGLAS
4612 OAK SPRINGS DRIVE
FLOWER MOUND, TEXAS 75028
PHONE: 817-975-5286

ARS CONTACT

JEROME V. MURAWSKI, Jr., P.E.
ARS ENGINEERS, INC.
12801 N. CENTRAL EXPWY., S-1250
DALLAS, TX 75243
PHONE: 214-739-3152

NO. DATE REVISION APPROV

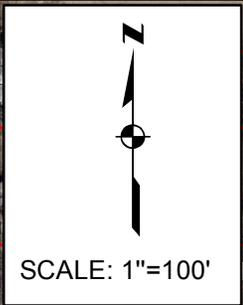
ARS Engineers, Inc.
12801 N. Central Expressway, Suite 1250
Dallas, Texas 75243
(214) 739-3152 Fax (214) 739-3169



SITE PLAN

CROSS VENTURES ADDITION, LOT 2, BLOCK A
0.293 ACRES / 12,743 SQFT., ZONING OTMU2
322 NORTH MILL STREET, LEWISVILLE, TEXAS

DATE: JANUARY 2017	SCALE: 1" = 10'
CALC. BY: JWM	DRAWN BY: DK
CHK. BY: JWM	JOB NO.: 30116098.00
FILE: NORTH MILL STREET	SHEET
3 OF 5	

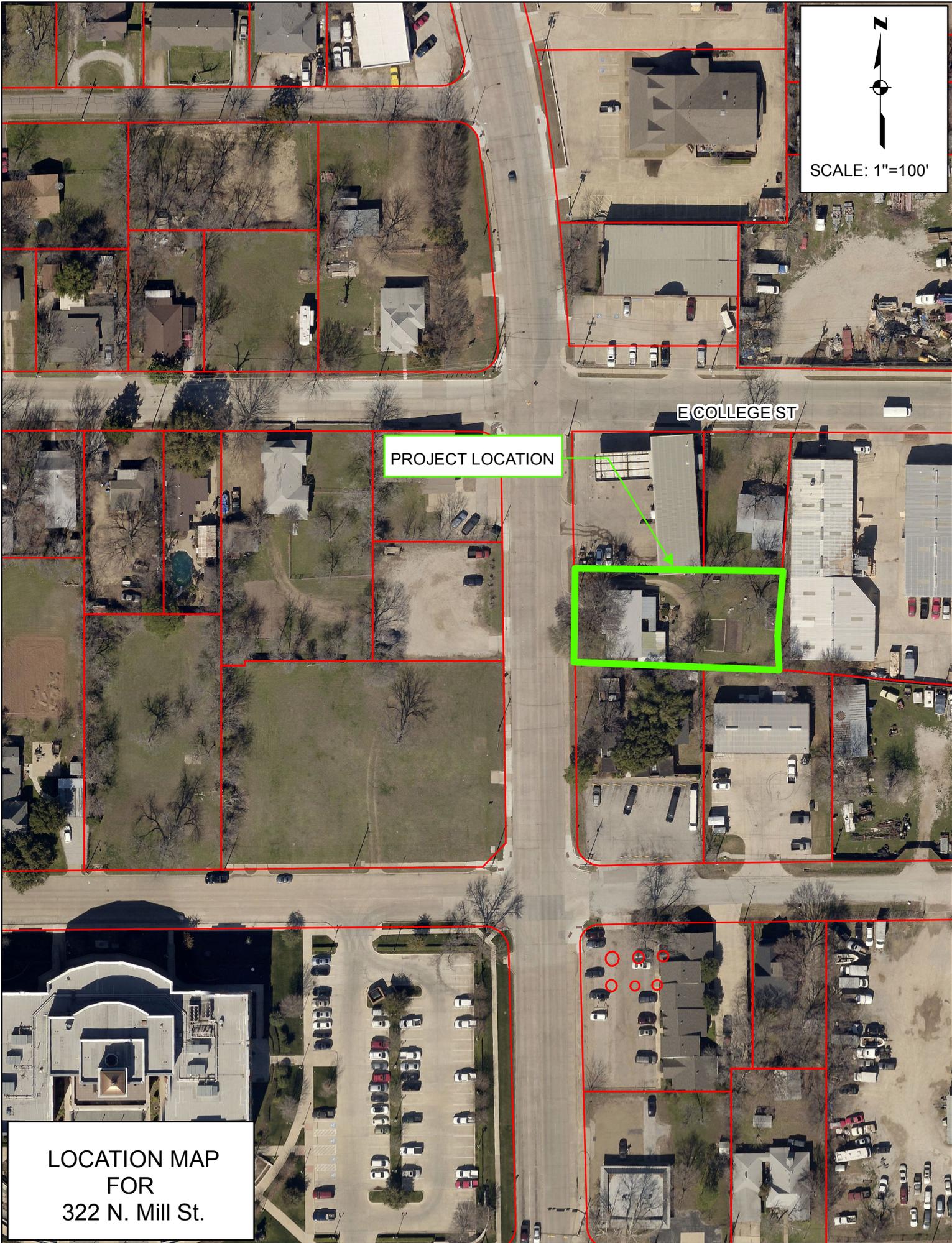


E COLLEGE ST

PROJECT LOCATION



LOCATION MAP
FOR
322 N. Mill St.



MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: February 21, 2017

SUBJECT: **Consideration of a Variance to the Lewisville City Code Section 9.5-92 (Paving) Regarding Driveways Related to 119 East Main Street, as Requested by William Peck, A.I.A., William Peck & Associates Inc., on Behalf of the Owner.**

BACKGROUND

The subject site is a 0.7454-acre lot zoned Old Town Center Business District (OTC) within the Feed Mill Addition. The property owner is proposing to convert the existing site into a restaurant. Staff has reviewed and approved the Old Town Development Plan subject to the City Council approval of the variance: a) to reduce the required driveway spacing of 50 feet along Kealy Avenue. Construction is scheduled to start in the middle of March.

ANALYSIS

- a. To reduce the required driveway spacing of 50 feet along Kealy Avenue.

Section 9.5-92(i)(2)(a)(2)

The Old Town Development Ordinance requires a minimum driveway spacing of 50 feet along Kealy Avenue. The owner has requested a variance to allow two new driveways to be 15.5 feet apart along Kealy Avenue and to allow no spacing between the southernmost new driveway and the existing scale house driveway on Kealy Avenue that will remain. The parking lot layout provides the maximum number of on-site parking spaces while preserving an historic 36-inch pecan tree and truck scale. Staff has no objection to the request. The owner plans to remove at least one driveway on Main Street.

RECOMMENDATION

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

William Peck & Associates, Inc
105 W. Main St.
Lewisville, TX 75057

February 16, 2017

City of Lewisville
Attn: Jeff Kelly, PE
151 W Church St
Lewisville, TX 75057

RE: Variance Request: J2 Steakhouse (Feed Mill)
119 E. Main St.

Mr. Kelly:

Please let this letter serve as a narrative for consideration of a variance for the new parking lot at 119 E. Main St.

Requesting a variance, to the Old Town Development Ordinance, to allow two driveways to be spaced closer than 50'-0"

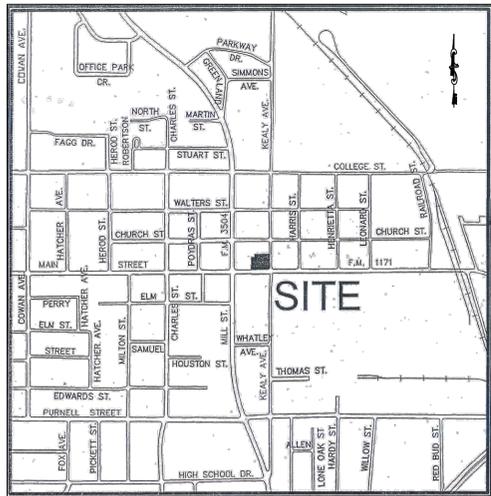
The driveways are located on the east side of the property on Kealy Steet. This allows cars to pull out onto a less busy street. This design allows us to preserve the very large historic tree on the Main Street side and abandon the existing approach on Main near the tree.

Although we are providing more spaces than required by code, it is our desire to provide the maximum number possible on site, to not only cater to our customers but also alleviate some of the shortage of street parking.

Thank you for your consideration.



William Peck, AIA
William Peck & Associates, Inc

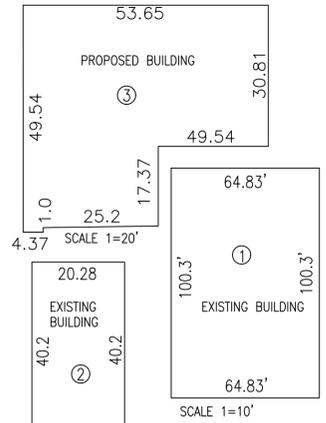
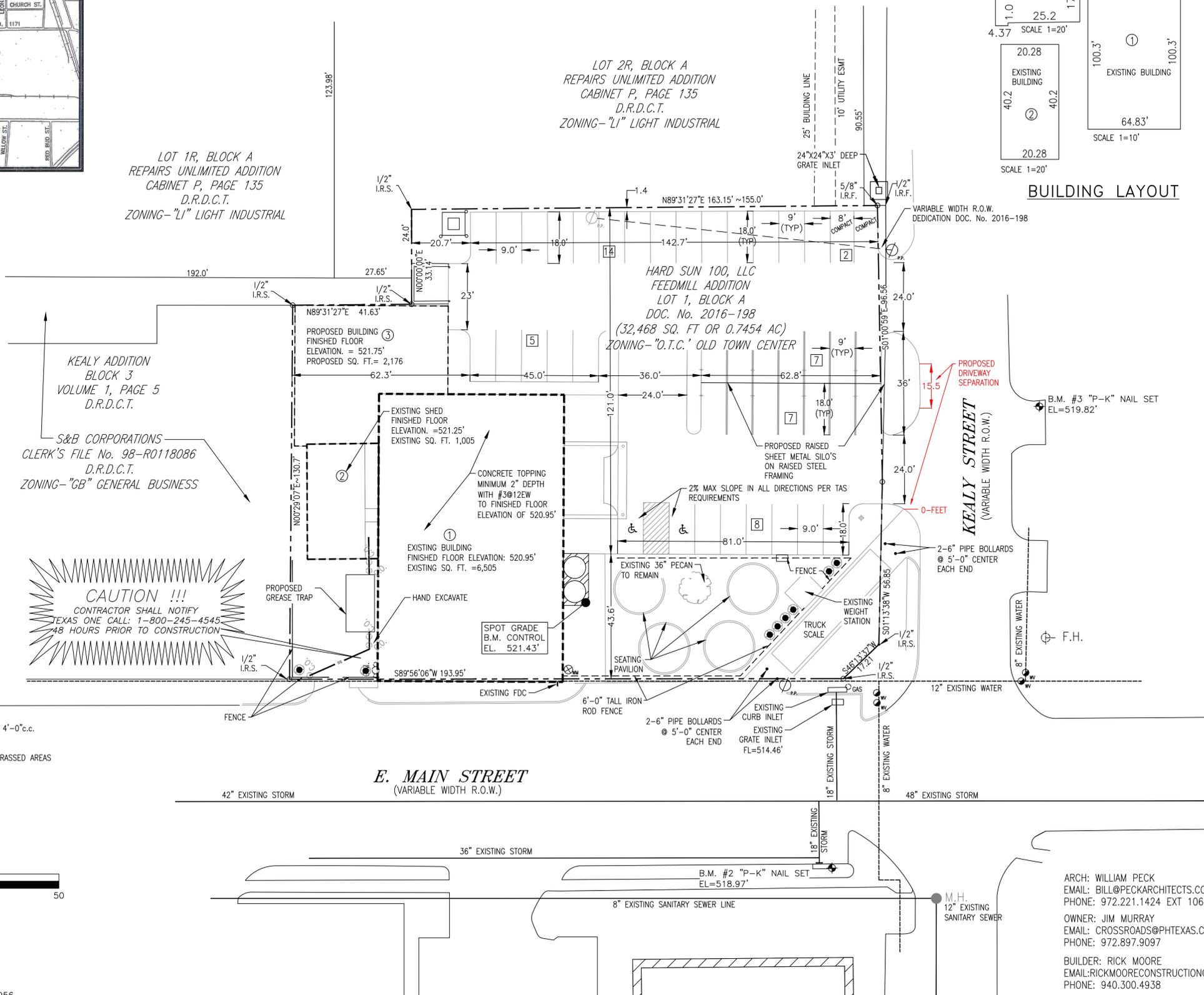


VICINITY MAP
SCALE 1"=1000'

VARIANCE REQUEST
THE HARD SUN, LLC OWNERSHIP REQUESTS APPROVAL BY THE LEWISVILLE CITY COUNCIL FOR THE FOLLOWING VARIANCE ASSOCIATED WITH THE CONSTRUCTION PLANS FOR THE FEEDMILL ADDITION, LOT 1, BLOCK A.
VARIANCE APPROVED BY CITY COUNCIL ON _____
A. TO REDUCE THE REQUIRED DRIVEWAY SPACING OF 50'-0" ALONG KEALY STREET.
RECOMMENDED FOR APPROVAL:
Rudy Durham, Mayor, City of Lewisville, Texas _____ Date _____

LOT 1R, BLOCK A
REPAIRS UNLIMITED ADDITION
CABINET P, PAGE 135
D.R.D.C.T.
ZONING-"LI" LIGHT INDUSTRIAL

LOT 2R, BLOCK A
REPAIRS UNLIMITED ADDITION
CABINET P, PAGE 135
D.R.D.C.T.
ZONING-"LI" LIGHT INDUSTRIAL



BEING ALL OF LOT 1, BLOCK A OF THE FEEDMILL ADDITION, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS BY THE MAP OR PLAT THEREOF AS RECORDED BY DOCUMENT No. 2016-198, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

- BENCHMARKS:
- CITY OF LEWISVILLE GPS25. AN ALUMINUM DISC AT THE WEST SIDE OF LEWISVILLE CITY HALL AT THE SIDEWALK INTERSECTION 2 FEET NORTH OF THE SIDEWALK AT CHURCH STREET IN GRASSY AREA NEAR BASE OF LEWISVILLE CONNECT 23 BUS STOP SIGN. ELEVATION=525.175 FEET.
 - SITE BENCHMARK "P-K" TYPE NAIL SET ON THE SOUTHEAST CORNER OF CURB INLET SITUATED AT THE SOUTHWEST INTERSECTION OF E. MAIN STREET AND KEALY STREET ON E MAIN STREET. ELEVATION=518.97 FEET
 - SITE BENCHMARK "P-K" TYPE NAIL SET AT NE CORNER OF NORTH DRIVE ON EAST SIDE OF KEALY STREET. ELEVATION=519.82 FEET

NOTE:
1. ALL MONUMENTS SHOWN AS MARKED ON PLAT BY ARTHUR SURVEYING Co., INC. RECORDED BY DOC. No. 1016-198, R.P.R.D.C.T.
2. "0" SETBACKS

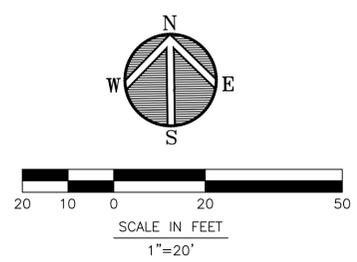
LOT, BLOCK A, FEEDMILL ADDITION SITE DATA SUMMARY TABLE

SCHEDULE	EXISTING	PROVIDED
ZONING	OLD TOWN CENTER BUSINESS	OLD TOWN CENTER BUSINESS
LOT AREA (SQ. FT. & AC.)	32,670 SQ. FT., 0.75 AC.	32,670 SQ. FT., 0.75 AC.
BUILDING AREA (GROSS SQ. FT.)	7,510 SQ. FT.	9,685 SQ. FT.
BUILDING AREA 1	6,505	
BUILDING AREA 2	1,005 SQ. FT.	
BUILDING AREA 3		2,175 SQ. FT.
PARKING SPACES	PARKING NOT REQUIRED	41
TOTAL HANDICAP	PARKING NOT REQUIRED	2

- LEGEND:
- 6.30TW TOP OF WALL ELEVATION
 - 6.30TC TOP OF CURB ELEVATION
 - 6.30C GUTTER ELEVATION
 - 6.30TP TOP OF PAVEMENT ELEVATION
 - F.F. 630 FINISHED FLOOR ELEVATION
 - FL 630 FLOW LINE ELEVATION
 - 6.30- CONTOUR LINE
 - G.M. GAS METER
 - B.M. BENCHMARK
 - CL CENTER LINE
 - M.H. MANHOLE
 - PROPOSED MANHOLE
 - WATER METER
 - WATER VALVE
 - CURB INLET
 - POWER POLE
 - SANITARY SEWER CLEAN OUT
 - F.H. FIRE HYDRANT
 - EXISTING TREE
 - PARKING SPACE NUMBERS
 - HANDICAP PARKING
- LANDSCAPE SCHEDULE
- EXISTING 36" PECAN
 - PROPOSED 2" LIVE OAKS
 - PROPOSED 3 GALLON BURFORD HOLLIES AT 4'-0"c.c.
- NOTES:
INSTALL SPRINKLERS FOR PLANTING AND GRASSED AREAS

KEALY ADDITION
BLOCK 3
VOLUME 1, PAGE 5
D.R.D.C.T.
S&B CORPORATIONS
CLERK'S FILE No. 98-R0118086
D.R.D.C.T.
ZONING-"GB" GENERAL BUSINESS

CAUTION !!!
CONTRACTOR SHALL NOTIFY
TEXAS ONE CALL: 1-800-245-4545
48 HOURS PRIOR TO CONSTRUCTION



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY: PETER HENNESSEY, P.E. 33295 ON JANUARY 13, 2017.
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

ENGINEERING SITE PLAN FOR:
J2 STEAK HOUSE
FEEDMILL ADDITION
LOT 1, BLOCK A
0.7454 ACRES
OLD TOWN CENTER BUSINESS (OTC)

ARCH: WILLIAM PECK
EMAIL: BILL@PECKARCHITECTS.COM
PHONE: 972.221.1424 EXT 106
OWNER: JIM MURRAY
EMAIL: CROSSROADS@PHTEXAS.COM
PHONE: 972.897.9097
BUILDER: RICK MOORE
EMAIL: RICKMOORECONSTRUCTION@GMAIL.COM
PHONE: 940.300.4938

ENGINEERING SITE PLAN

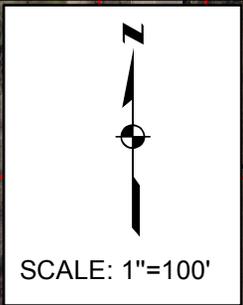
119 EAST MAIN STREET

HENNESSEY ENGINEERING, INC.

1417 W. MAIN ST., SUITE 100,
CARROLLTON, TEXAS, 75006 (972-245-9478)

CITY OF LEWISVILLE, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
H-E	DB	10.13.16	1"=20'		1553	C1



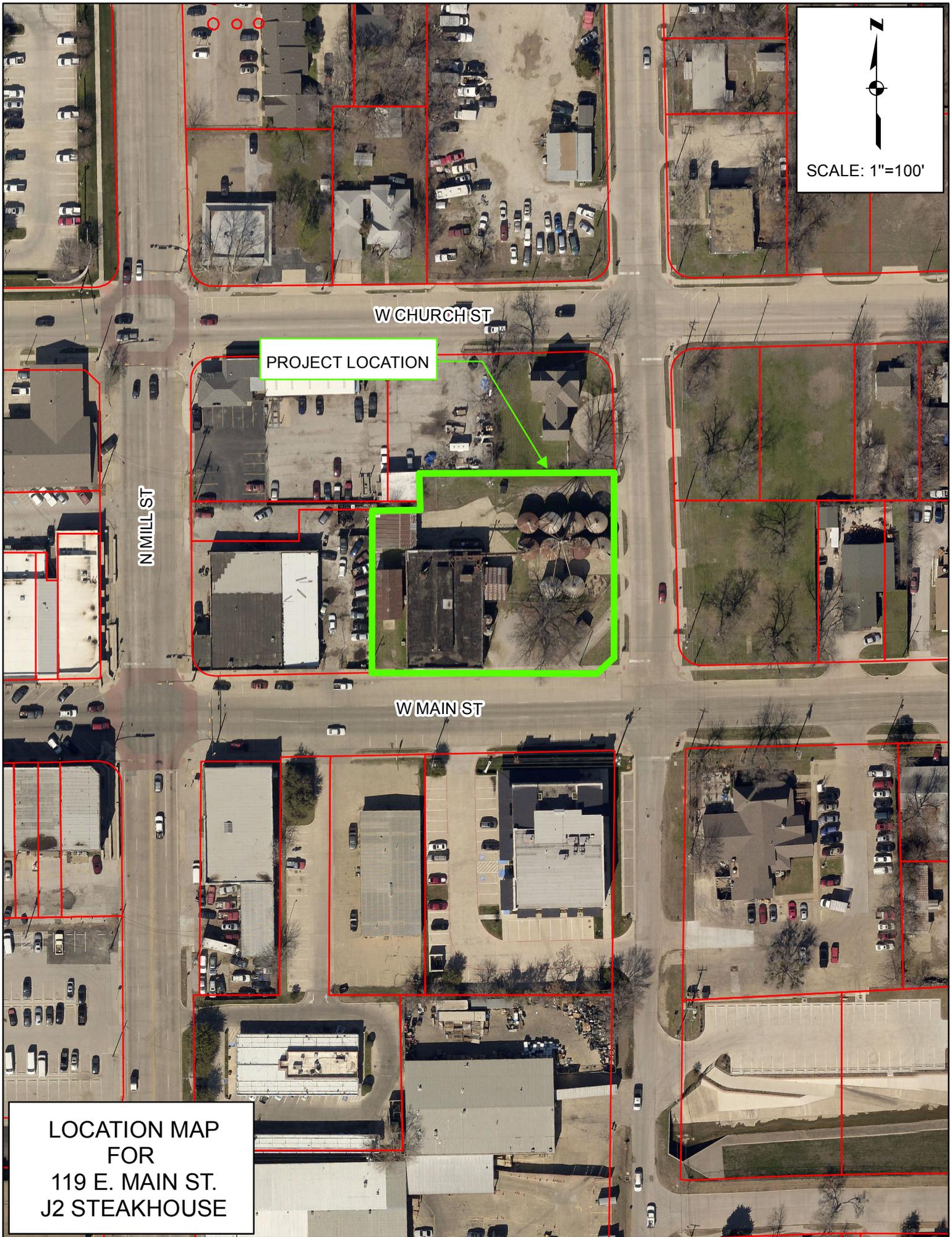
W CHURCH ST

PROJECT LOCATION

N MILL ST

W MAIN ST

LOCATION MAP
FOR
119 E. MAIN ST.
J2 STEAKHOUSE



MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon, PE, City Engineer

VIA: Eric Ferris, Deputy City Manager

DATE: February 20, 2017

SUBJECT: **Consideration of an Ordinance Providing for the Abandonment of Matthew Street Right of Way North of McKenzie Street, South of Purnell Street, East of Lone Oak Street, and West of Hardy Street**

BACKGROUND

This section of Matthew Street is a prescriptive 20-foot wide right-of-way with no existing infrastructure improvements. The requested abandonment extends approximately 118 feet west of Hardy Street. There are no existing franchise utilities located in the right-of-way parcel to be abandoned.

ANALYSIS

The proposed abandonment tract will be divided between the adjacent property owners and will provide more land for future development although no development has been proposed at this time. The subject prescriptive right of way parcel is only 25 feet wide and 118 feet long and has negligible value to the City. No right-of-way deed can be found nor are there any public or franchise utility improvements in the right-of-way parcel.

RECOMMENDATION

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

ORDINANCE NO. _____

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL
PROVIDING FOR THE ABANDONMENT, VACATION,
AND CLOSURE OF MATTHEW STREET FROM HARDY
STREET TO 118 FEET WEST OF SAID INTERSECTION;
AND PROVIDING FOR THE TERMS AND CONDITIONS
OF THIS ABANDONMENT, VACATION, AND CLOSURE;
AND DECLARING AN EMERGENCY.**

WHEREAS, the City Council of the City of Lewisville, Texas, acting pursuant to Chapter 311.007 of the Texas Transportation Code, deems it advisable to abandon, vacate, and close the hereinafter described street segment and is of the opinion that said land is not needed for public use as a right-of-way and, therefore, constitutes a public charge without corresponding benefit, and that same should be abandoned, vacated, and closed as hereinafter provided; and

WHEREAS, the City Council of the City of Lewisville, Texas is of the opinion that the best interest and welfare of the public will be served by abandoning, vacating, and closing same, resulting in the vesting of title in the abutting property owner(s), subject to the conditions, requirements, and restrictions contained herein; and

WHEREAS, Sarahi Ortiz and Guillermo Tamayo are the owners of the properties abutting the portion of Matthew Street described herein and described and shown more particularly in Exhibit "A".

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

SECTION 1. ABANDONMENT. A portion of Matthew Street, from the intersection of said street with Hardy Street to 118 feet west of said intersection, located within the boundaries of the McKenzie and Hembry Addition, Lewisville, Texas, Denton County, Texas, is hereby

abandoned, vacated and closed insofar as the right, title, and easement of the public in such right-of-way is concerned; subject, however, to the conditions, requirements, and restrictions hereinafter more fully set out, and which street segment is described and shown more particularly in attached Exhibit "A" which is incorporated herein for all purposes.

SECTION 2. SUBJECT TO ALL ZONING AND DEED RESRICTIONS. The abandonment, vacation and closure provided for herein is made and accepted subject to all present zoning and deed restrictions if the latter exist, and all easements, whether apparent or non-apparent, aerial, surface or underground.

SECTION 3. RETAINING ALL OTHER EASEMENTS HELD BY THIRD PARTIES. The abandonment, vacation and closure provided for herein shall extend only to the public right, title, easement, and interests relating to the right-of-way and shall be construed to extend only to that interest which the governing body for the City of Lewisville may legally and lawfully abandon, vacate and close. Any other easements held by third parties shall not be affected by this abandonment.

SECTION 4. DOCUMENTS NECESSARY TO TRANSFER OWNERSHIP. That the City Manager of the City of Lewisville, Texas is authorized to execute any documents necessary to show full ownership of the unencumbered land vesting in the abutting landowners, which at the time of the passage of this Ordinance, the abutting land owners are Sarahi Ortiz and Guillermo Tamayo.

SECTION 5. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION 6. 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 7. EFFECTIVE DATE. This Ordinance shall take effect and be in full force and effect immediately upon passage of this Ordinance.

SECTION 8. EMERGENCY. It being for the public welfare that 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 6TH DAY OF MARCH, 2017.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

EXHIBIT A

Street Segment to be Abandoned

EXHIBIT "A"
0.068 Portion of
Matthew Street
Page 1 of 2

FIELD NOTE DESCRIPTION:

BEING a 0.068 acre tract of land situated in the J.W. King Survey, Abstract No. 695, in the City of Lewisville, Denton County, Texas, and being a portion of Matthew Street (an unimproved, 25 foot wide right-of-way), as shown on Plat of McKenzie-Hembrey Addition, an Addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof described in Volume Z, Page 317 of the District Court Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with cap found for the southeast corner of Lot 9, Block 3 of said McKenzie-Hembrey Addition, same being at the intersection of the north line of said Matthew Street and the west line of Hardy Street (a 30 foot wide right-of-way);

THENCE South 00 degrees 00 minutes 00 seconds East, with the west line of said Hardy Street and over and across said Matthew Street, a distance of 25.01 feet to a ½ inch iron rod with cap found for corner, same being the northeast corner of a 5 foot wide strip of land dedicated for right-of-way purposes for Hardy Street as shown on Plat of McKenzie-Hembrey Addition, an Addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Page 853, of the Plat Records of Denton County, Texas, and being in the south line of said Matthew Street;

THENCE South 88 degrees 28 minutes 36 seconds West, with the north line of said 5 foot right-of-way dedication and with the south line of said Matthew Street, passing en route the northeast corner of Lot 10R1, Block A of said McKenzie-Hembrey Addition (Cab. U, Pg. 853), continuing on said course for a total distance of 118.22 feet to a ½ inch iron rod with cap found for the northwest corner of said Lot 10R1;

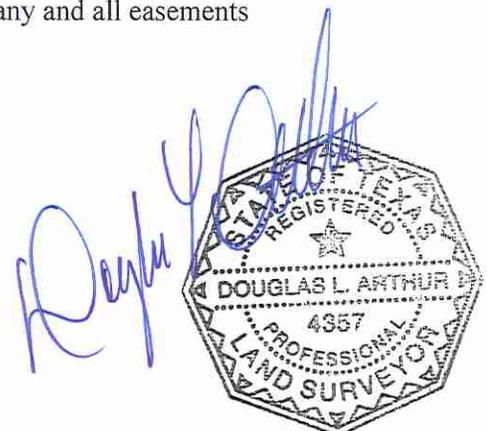
THENCE North 01 degrees 08 minutes 46 seconds West, traversing over and across said Matthew Street, a distance of 24.47 feet to a ½ inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" found for the southwest corner of said Lot 9, and being in the north line of said Matthew Street;

THENCE North 88 degrees 28 minutes 36 seconds East, with the south line of said Lot 9 and the north line of said Matthew Street, a distance of 118.34 feet to the POINT OF BEGINNING and containing a total of 0.068 acres of land, more or less, and being subject to any and all easements that may affect.



Arthur Surveying Co., Inc.
Professional Land Surveyors

P.O. Box 54 ~ Lewisville, Texas 75067
Office: (972) 221-9439 ~ Fax: (972) 221-4675





SCALE: 1" = 20'

Bearings shown hereon based on the north line of Lot 10R1, Block 3 of McKenzie-Hembrey Addition; Cab. U, Pg. 853, P.R.D.C.T.

NOTES:

- I.R.F. = 1/2" Iron Rod Found
- I.R.S. = 1/2" Iron Rod Set with yellow cap stamped "ARTHUR SURVEYING COMPANY"
- All corners set unless otherwise noted.

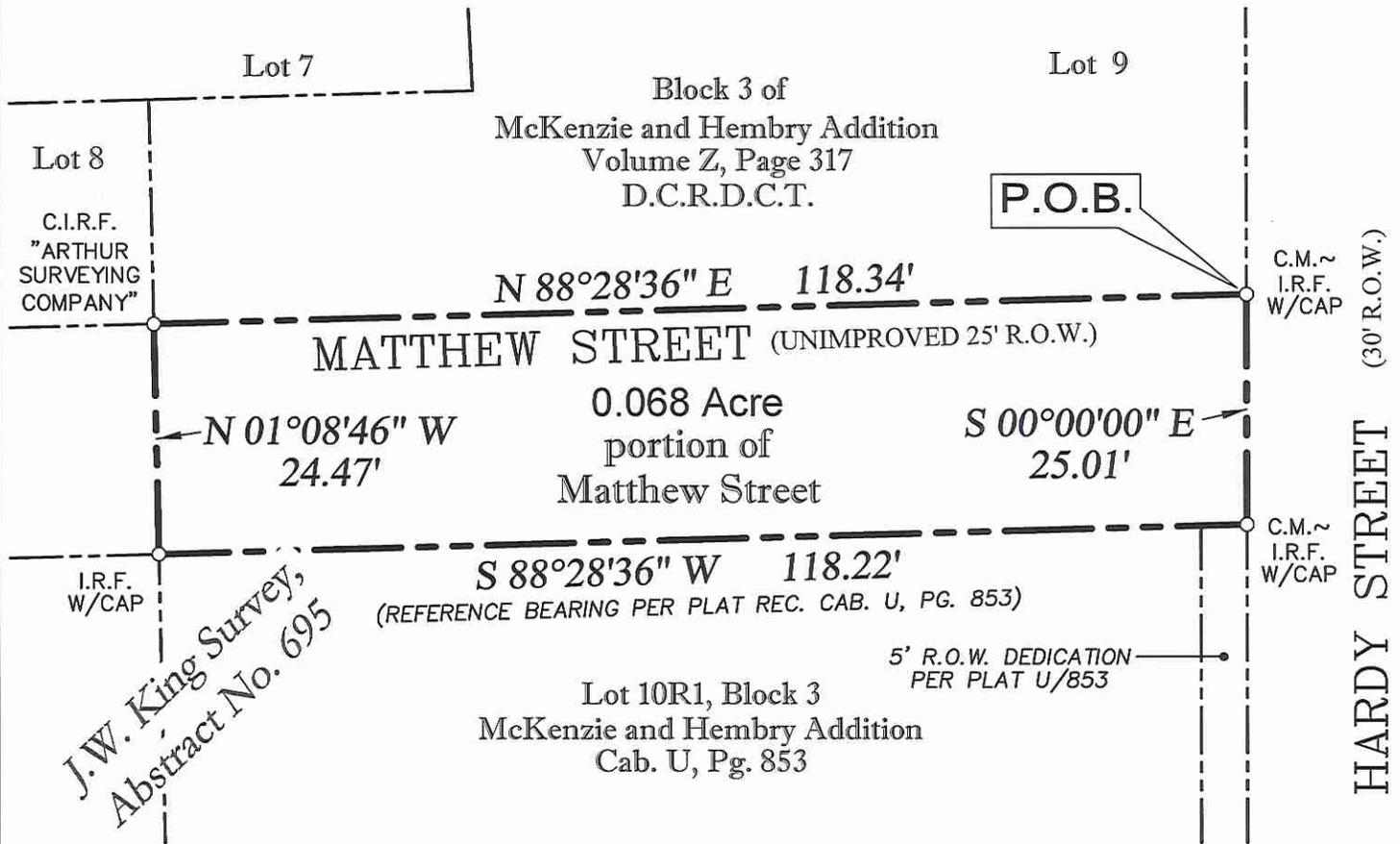


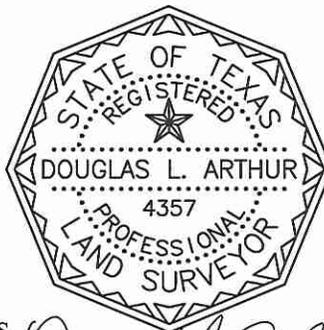
EXHIBIT B

0.068 Acre Portion of
Matthew Street

0.068 acres out of the

J.W. King Survey, Abstract No. 695

City of Lewisville, Denton County, Texas



Douglas L. Arthur

Arthur Surveying Co.
Professional Land Surveyors

220 Elm St., # 200 - Lewisville, TX 75057
Ph. 972.221.9439 - TFRN# 10063800
arthursurveying.com Established 1986



May 4, 2015

Jenn Kral
645 Hardy St.
Lewisville, Tx 75057

RE: Atmos Energy Corporation approval to release utility easement on Mathews st. Lewisville Tx, Denton County.

Dear Jenn Kral:

After review of subject request, Atmos Energy Corporation has no objection to the release utility easement on Mathews st.

Please be informed we have no existing facilities in the dedicated easement.

This letter may be used as Atmos Energy approval for such permission as required by the City of Lewisville.

Atmos Energy Corporation retains its rights in full and effect of all remaining and existing utility easement affecting the subject property.

Please do not hesitate to call me at 972-360-4428 should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Brandon Ball".

Brandon Ball
Project Specialist



Built to Serve. Energizing Life.™

May 5, 2015

Jen Kral
7645 Hardy Street
Lewisville, Texas 75057

Re: Mathews Street Abandonment (an unimproved, 25 foot wide right-of-way) being a 0.068 acre tract of land situated in the J.W. King Survey, Abstract No 695, in the City of Lewisville, Denton County, Texas as shown on Plat of McKenzie-Hembrey Addition, an Addition to the City Lewisville, Denton County, Texas, according to the Plat thereof described in Volume Z, Page 317 of the District Court Records of Denton County, Texas.

Dear Mrs. Kral:

Please let this letter serve as your assurance that CoServ Electric has no objections to the abandonment of the Mathews Street right-of-way as described above. This assurance in no way waives or impairs the rights of any other utility that might have access rights to this right-of-way.

If you have any questions or need additional information, please don't hesitate to contact me at jcurry@coserv.com or at 940-321-7800 ext. 7607.

Sincerely,

A handwritten signature in black ink that reads "Jeff Curry". The signature is written in a cursive style with a large, looping "J" and "C".

Jeff Curry
Electric Engineering Tech Supervisor



815 Office Park Circle
Lewisville, Texas 75057

March 21, 2016

**Mrs. Jenn Karl
645 Hardy Street
Lewisville, Texas 75057**

RE: Mathews Street 25 R.O.W.

Dear Mrs. Karl;

Texas-New Mexico Power Company (TNMP) has reviewed and approved the request for 645 Hardy Street. TNMP does not have any underground utilities within the unimproved 25' R.O.W. of Mathews Street. TNMP does have overhead facilities which cross the Mathews Street R.O.W., along the Hardy Street R.O.W. TNMP does not give up any rights for any aerial encroachment for those existing overhead utilities.

If you have any questions regarding the above mentioned project, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlos Estrada', is written over a white background.

**Carlos Estrada
Team Manager I**



April 22, 2016

Jen Karl
645 Hardy St
Lewisville, TX 75057

SUBJECT: Drawing & Legal Description for #PL2016-047

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment south of 645 Hardy Street in Lewisville, TX.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to west-engineering-relo@twcable.com. Please share this information with whoever needs these services.

Sincerely,


Lisa Law
Manager of Data Operations
Time Warner Cable
750 Canyon Drive
Coppell, TX 75019
1-972-537-5323



1132 Hwy 407
Lewisville, TX 75067
(972) 318-5186
william.jezewski@verizon.com

March 22, 2016

VIA ELECTRONIC MAIL

Nathan & Jen Kral
645 Hardy Street
Lewisville, TX 75057
jennkral@gmail.com

Re: Mathews Street Abandonment / City of Lewisville, TX

0.068 Acre portion of Mathews Street out of the J.W. King Survey, Abstract No. 695, City of Lewisville, Denton County, Texas

Dear Ms. Kral,

Pursuant to your request, GTE Southwest Incorporated d/b/a Verizon Southwest offers no objection to the abandonment of a 0.068 Acre portion of Mathews Street unimproved 25ft right-of-way as referenced above.

Existing telecommunication lines owned by Verizon Southwest in this area are currently located along the Hardy Street road right-of-way. No plans are forecasted for utilizing the Mathews Street right-of-way for placement of our network infrastructure, now, or in the future.

The above and foregoing constitutes the total of the specified right-of-way abandonment in which no other releases are assumed now or in the future and in no way waives or impairs the right of any other utility that may have access to this property. The abandonment as described above cannot be altered or amended unless done so in writing and executed by an authorized official of Verizon Southwest.

Please contact my office at 972.318.5186 if additional information or assistance is required.

Sincerely,

William P. Jezewski

William P. Jezewski
Supervisor - Network Engr & Operations
Verizon Southwest



SUBJECT
PROPERTY

MATTHEW ST.

PURNELL ST.

MILL ST.

KEALY ST.

HEMBRY

LONE OAK

HARDY

WILLOW

MCKENZIE

E. SH 121 BUSINESS

LOCATION MAP
FOR
MATTHEW STREET
ABANDONMENT

