



# Lewisville City Council

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**A G E N D A**

**LEWISVILLE CITY COUNCIL MEETING  
JULY 3, 2017**

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

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

**REGULAR SESSION – 7:00 P.M.**

Call to Order and Announce a Quorum is Present.

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

- A. Discussion of Charter Review Election
- B. Discussion of Regular Agenda Items and Consent Agenda Items

**REGULAR SESSION – 7:00 P.M.**

- A. **INVOCATION:** Councilman Daniels
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Troyer
- C. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D, Section 551.074 (PERSONNEL): Discussion of Election of Mayor Pro Tem and Deputy Mayor Pro Tem.
- D. **PROCLAMATION:** Declaring the Month of July as “Parks and Recreation Month”

**AGENDA  
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**E. PUBLIC HEARINGS:**

- 1. Public Hearing: Consideration of a Zone Change Request From Townhouse District (TH) to Planned Development – Townhouse 2 District (PD-TH2) and Three Associated Variances, on an Approximately-9.059 Acre Tract of Land out of the E. Pickett Survey, Abstract 1014, Located at the Northwest Corner of Bellaire Boulevard and Oakwood Lane, as Requested by Scott Johns, ARK Design Concepts, on Behalf of Haider Rizvi, HRDC, LLC., the Property Owner (Case No. PZ-2017-06-13).**

**ADMINISTRATIVE COMMENTS:**

The proposed development includes a combination of two and three-story single-family attached units and one community building. The development will be completed in two phases, providing approximately 104 units. The development will provide trails and common areas throughout the site and a large open space over an existing gas line easement. The following variances are requested: a) to waive the alley requirement and allow front-entry, b) to allow a gated community with private streets, and c) to allow an alternative street intersection layout. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of June 6, 2017.

**RECOMMENDATION:**

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

**AVAILABLE FOR** - Richard E. Luedke, Planning Director  
**QUESTIONS:** - Haider Rizvi, HRDC, LLC.

- 2. Public Hearing: Consideration of a Zone Change Request From Local Commercial District (LC) to Planned Development – R-5 Single Family Residential District (PD-R-5) and one Associated Variance for a Residential Development Consisting of 46 Single-Family Detached Units and One Open Space Lot, on an Approximately 8.325-Acre Tract of Land out of the Henry Turner Survey, Abstract No.1249, Located on the East and West Sides of Vista Drive, Approximately 318 Feet North of West Round Grove Road (FM 3040), as Requested by Steve Homeyer of Homeyer Engineering Inc. on Behalf of Ken Hodge of KDH Partners, Ltd. the Property Owner (Case No. PZ-2017-06-14).**

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**ADMINISTRATIVE COMMENTS:**

The proposed development consists of 46 single-family detached lots that feature a front-entry product with enhanced building materials, screening landscaping and useable open space. The development will be completed in one phase. The following variance is requested: a) to waive the alley requirement and allow front-entry. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of June 6, 2017.

**RECOMMENDATION:**

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

**AVAILABLE FOR** - Richard E. Luedke, Planning Director  
**QUESTIONS:** - Steve Homeyer, Homeyer Engineering, Inc.

F. **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.

G. **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 June 5, 2017, Workshop Session and Regular Session.

4. **Approval of Agreements for Ad Valorem Tax Billing and Collection Between the City of Lewisville and Denton County for Fiscal Year 2017-18; and Authorization for the City Manager to Execute the Agreements.**

**ADMINISTRATIVE COMMENTS:**

In Fiscal Year 1997-98, the City entered into an agreement with the Denton County Tax Assessor-Collector to bill and collect City ad valorem taxes. Services provided have been satisfactory and reliable. The contract rate per parcel will be \$0.82, an increase from this year's rate of \$0.72. The increase is primary due to technology and expansion of operations with new offices opening within the County. Funding to cover this expenditure is proposed in the Finance Department General Fund 2017-18 budget.

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**RECOMMENDATION:**

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

- 5. Approval of a Professional Services Agreement with Kimley-Horn and Associates in the Amount of \$81,000 for Design and Construction Phase Services Relating to Proposed Traffic Signals at: SH 121 Business and Huffines Boulevard, FM 2281 (Old Denton Road) and Magic Mantle Drive and FM 407 and Summit Avenue; and Authorization for the City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

The project consists of design and construction phase services for three (3) traffic signals at the intersections of SH 121 Business and Huffines Boulevard, FM 2281 (Old Denton Road) and Magic Mantle Drive, and FM 407 and Summit Avenue. The intersection of FM 407 and Summit Avenue is currently equipped with a temporary signal where a permanent signal will be designed with this project. All three traffic signals have met signal warrants and are at the intersection of a TxDOT roadway and a City street. TxDOT has approved the warrants and will review the final plans. A TXDOT construction permit will be required for each signal. Staff has negotiated a Professional Services Agreement with Kimley-Horn and Associates in the amount of \$81,000 to include the design, construction phase services and surveying. Design funding is available in the 2016 Traffic Improvement capital project.

**RECOMMENDATION:**

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

- 6. Approval of an Economic Development Agreement by and Between the City of Lewisville and 125 S. Walters, LLC; and Authorization for the City Manager to Execute the Contract.**

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**ADMINISTRATIVE COMMENTS:**

The proposed development will be for a 19-unit townhome project and construction of additional public parking on Walters Street. The developer owns property adjacent to the existing Walters Street parking lot. Based on the terms of this agreement, the City and the developer will exchange a portion of their properties to develop this project for residential units and public parking in accordance with the Old Town Master Plan. In addition, this agreement provides incentives to reimburse the water and sanitary sewer impact fees, waive all permit fees collected at the time of issuance of a building permit; and a grant in the amount of \$200,000 upon completion of public improvements for specific items listed in the agreement. This project will create a value of over \$6 million in Old Town Lewisville.

**RECOMMENDATION:**

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

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

**ADMINISTRATIVE COMMENTS:**

Legacy Pointe, LLC will develop 12 acres of land located on the east side of Kealy Avenue, east of the City's rodeo grounds and north of College Street. The development, known as the Legacy Pointe Addition, will be a 97-lot single family residential subdivision. The project will provide new residential options within walking distance of Old Town and the DCTA transit stop. This agreement provides incentives to reimburse the water and sanitary sewer impact fees, waive all fees collected at the time of issuance of a building permit directly related to the construction of the residential units; and a grant in the amount of \$250,000 upon completion of public improvements for the first phase of the project. The development will create a value of over \$30 million in Old Town upon completion.

**RECOMMENDATION:**

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

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- 8. Approval of an Agreement Among the City of Lewisville, Bright Realty and Hawes Hill & Associates for Professional Services in the Amount of \$70,000 Related to a Proposed Denton County Fresh Water Supply Districts 1-G and 1-H (DCFWS D) Tax Increment Financing District (TIF) Related to DCFWS D 1-G and 1-H; and Authorization for City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

The proposed agreement is between the City, Bright Realty and Hawes Hill & Associates for the review and analysis of a proposed TIF for Denton County Fresh Water Supply Districts 1-G and 1-H (DCFWS D). The contract amount for services performed by Hawes Hill & Associates is \$70,000 and, as per the agreement, Bright Realty will reimburse the City 50% of these costs.

**RECOMMENDATION:**

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

- 9. Approval of an Agreement by and Between the City of Lewisville and McGee Country Store Inc.; and Authorization for the City Manager to Execute the Contract.**

**ADMINISTRATIVE COMMENTS:**

McGee Country Store Inc., the “Owner” of McGee's Country Store Deli located at the southeastern corner of McGee and FM 407, intends to make certain site improvements. The property is located in the City’s northern gateway, which is targeted for redevelopment. Due to the importance of this gateway, staff has reviewed the proposed additional improvements to the site and recommends providing the Owner with a beautification grant to incentivize additional enhanced landscaping and beautification for the site. The City will provide a maximum beautification grant of \$59,405.13 in support of the project. This grant would only be paid as a reimbursement at substantial completion.

**RECOMMENDATION:**

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

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

**AGENDA  
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- I. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
  - 1. Section 551.072 (Real Estate): Property Acquisition
  - 2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- J. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- K. **ADJOURNMENT**

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



# 2015 Charter Review Commission Recommendations

# Process

- Section 11.22 of Charter requires a Commission be appointed every 5 years
  - Term of Office for Commission is 6 months
  - Commission to serve January 2015 through June 2015
- Three issues requested for review by City Council members:
  - City Council Pay
  - Allowing City Council members to be on City Health Plan
  - Impact of Population Increases on Governing Body Size, Method of Election and Related Issues
- Staff also presented 2009-10 Commission recommendations for which election was not called previously

# Filling City Council Vacancy (Requested by Mayor Rudy Durham)

- In 2013 the Texas Constitution was changed to authorize home-rule municipalities to have a procedure to fill a vacancy on the governing body for which the vacancy is 12 months or less if approved by voters as a charter amendment.
  - Prior to this constitutional change, cities with terms in excess of two years could not have such a charter provision.
  - The Charter Review Commission did not discuss this change during the 6 month period for which they were appointed
  - Mayor Durham is now asking City Council to consider this change.

# Section 3.06 - Vacancies

- All vacancies shall be determined and filled in accordance with the constitution and laws of the State of Texas, as they now exist or may hereafter be amended. **Any vacancy occurring for which the unexpired term is twelve (12) months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining five (5) councilmen mentioned under section 3.01 above. Any vacancy for which the unexpired term is for more than twelve (12) months must be filled by a majority of the qualified voters voting in a special election called for such purpose in accordance with the Texas State Constitution. All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled.**
- All vacancies shall be determined and filled in accordance with the constitution and laws of the State of Texas, as they now exist or may hereafter be amended. Any vacancy occurring for which the unexpired term is twelve (12) months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining five (5) councilmen mentioned under section 3.01 above. Any vacancy for which the unexpired term is for more than twelve (12) months must be filled by a majority of the qualified voters voting in a special election called for such purpose in accordance with the Texas State Constitution. All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled.



# 2015 Charter Review Commission Recommendations

# Compensation of City Council members

- Recommendation: Revise Section 3.04 to increase compensation of the Mayor to \$175 per meeting and City Council members to \$125 per meeting; the Commission was opposed to inclusion of a methodology that would automatically increase pay based on some type of established formula.
- Reason: Compensation was set at \$50.00 per meeting in 2004 with no methodology for increasing pay over time. Commission recommended that pay be reviewed every five years with required charter review.

# Average MONTHLY PAY COMPARISON

(Survey Conducted in FY 14/15)

City	Mayor	Council
Allen	\$625.00	\$375.00
Arlington	\$250.00	\$200.00
Carrollton	\$375.00	\$200.00
Dallas	\$6,666.67	\$5,000.00
Fort Worth	\$2,416.67	\$2,083.33
Frisco	\$760.00	\$600.00
Garland	\$600.00	\$400.00
Grand Prairie	\$100.00	\$25.00
Grapevine	\$410.61	\$212.75
Irving	\$1,200.00	\$900.00
Mesquite	\$100.00	\$50.00
McKinney	\$100.00	\$100.00
Plano	\$1,400.00	\$1,000.00
Richardson	\$100.00	\$100.00
<b>MONTHLY AVERAGE</b>	<b>\$1,078.85</b>	<b>\$803.29</b>
Lewisville (current)	\$100.00	\$100.00
% Difference	978.85% below market	703.29% below market
Charter Recommendation	\$350.00	\$250
% Difference	250% below market	150% below market

# Participation in City's Health Plan

- **Recommendation:** Extend clinic visits to City of Lewisville City Council members only (does not include spouse and dependents) at no cost as permitted by law.
- **Reason:** No benefits are currently provided to City Council members. Out of the 17 survey city comparison, only three cities allow city council members to be on the health plan. The Commission recommended against providing health insurance benefits to City Council members.
- City Council members may utilize the Employee Clinic

# Section 3.04 Compensation

- The mayor **of the city council of Lewisville shall receive \$175.00 for each meeting** and members of the city council of Lewisville shall each receive compensation in the sum of **~~\$50.00~~-\$125.00** for each meeting of the city council which they attend; they shall also be entitled to reimbursement of and for necessary expenses incurred in the performance of their official duties, when approved by the council; **they shall also be allowed to utilize the employee clinic at no cost as allowed by law. Dependents of the city council are not allowed to utilize the employee clinic.**
- The mayor of the city council of Lewisville shall receive \$175.00 for each meeting and the members of the city council of Lewisville shall each receive compensation in the sum of \$125.00 for each meeting of the city council which they attend; they shall also be entitled to reimbursement of and for necessary expenses incurred in the performance of their official duties, when approved by the council; they shall also be allowed to utilize the employee clinic at no cost as allowed by law. Dependents of the city council are not allowed to utilize the employee clinic.

# Impact of Population Increases on Governing Body Size, Method of Election and Related Issues

- **Recommendation:** That the City Council consider structure of governance prior to any annexation of water districts within our ETJ.
- **Reason:** The timeframe for annexation of the DCFWS districts is unknown at this time.

# Section 3.07 Powers of the City Council

Recommendation: Delete clauses in section 3.07, subsection b and subsection s.

**Reason:** Subsection b contains a clause which gives the City Council the power to distribute work of divisions within the City but the City Manager, as the chief administrative officer of the City, is responsible for the distribution of work.

Subsection s contains a clause which requires a bond of all contractors, yet, in practice, such a bond is not always necessary of all contractors. Whether a bond is required depends on the specific project at issue.

# Section 3.07 Powers of the City Council

- All powers of the city, and the determination of all matters of policy, shall be vested in the city council. Without limitation of the foregoing, and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:
  - ~~b. Establish, create, consolidate, or abolish, administrative departments and distribute the work of divisions.~~
  - ~~s. To require bonds, both special and general, of all contractors and others constructing or building for the city, and set up standards, rules and regulations therefore.~~

# Section 3.07 Powers of the City Council

- All powers of the city, and the determination of all matters of policy, shall be vested in the city council. Without limitation of the foregoing, and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:
  - a. Appoint and remove a city manager as hereinafter provided.
  - b. Adopt the budget of the city.
  - c. Authorize the issuance and sale of bonds, by a bond ordinance.
  - d. Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs. To name and designate an "official newspaper" for the City of Lewisville, Texas.
  - e. Provide for such additional boards and commissions, not otherwise provided for in this charter, as may be deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this charter, by city ordinance, or by law.
  - f. Adopt and modify the zoning plan, and a building code, including electrical and plumbing codes, of and for the city; and to require building permits.
  - g. Adopt and modify the official map of the city. (The official map is, and shall be maintained by the city secretary, in the city hall in Lewisville, Texas.)

# Section 3.07 Powers of the City Council

- h. Adopt, modify and carry out plans proposed by the city planning commission, for the clearance of slum districts and rehabilitation of blighted areas.
- i. Adopt, modify and carry out plans proposed by the city planning commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole, or in part, by disaster.
- j. Regulate, license and fix the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city.
- k. Provide for the establishment and designation of fire limits, and prescribe the kind and character of buildings or structures or improvements to be erected therein; and provide for the erection of fireproof buildings within said limits; and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard, and prescribe the manner of their removal or destruction, within said limits.
- l. Fix the salaries and compensation of the city officers and employees, to set up qualifications, rules, and standards of and for employees of the city.
- m. Provide for a sanitary sewer and water system, and require property owners to connect their premises with sewer system, and provide for penalties for failure to make sanitary sewer connections.
- n. Provide for sanitary garbage disposal, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges. To define nuisances; and, to prohibit same; and provide penalties for violations.

# Section 3.07 Powers of the City Council

- o. Provide for all necessary public utilities and set fees and charges therefor and provide penalties for misuses of same.
- p. Exercise exclusive dominion, control and jurisdiction, (including the right to close and abandon streets and alleys), in, upon, over and under, the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city; and, provide for the improvement of same, as provided in Article 1105b, Chapter 9, Title 28, of the Revised Civil Statutes of the State of Texas of 1925, as now, or hereafter amended.
- q. Compromise and settle any and all claims, demands, and lawsuits, of every kind and character, in favor of, or against, the City of Lewisville.
- r. To pass ordinances defining and prohibiting misdemeanors and vagrancy; and, provide penalties for violations.
- s. To provide and/or arrange for any and all "civil defense measures" and "public shelter measures" for the City of Lewisville, Texas, and for the citizens thereof, deemed necessary for public welfare.
- t. To exercise, or delegate to the mayor, extraordinary and total executive powers, (on a temporary basis), during the existence and duration of any major public disaster, for the public welfare.

## Section 3.12 Official Bonds for City Employees

Recommendation: Delete section 3.12 in its entirety.

**Reason:** Official bonds for the city manager, the city secretary or any other city employee are not required by law, and the finance director for the city is bonded.

## Section 3.12 Official Bonds for City Employees

- ~~• The city manager and the city secretary and such other city officers and employees as the city council may require shall before entering upon the duties of their office, enter into a good and sufficient fidelity bond in a sum to be determined by the city council payable to the City of Lewisville, and conditioned upon the faithful discharge of the duties of such persons, and upon faithful accounting for all monies, credits and things of value coming into the hands of such persons, and such bonds, shall be signed as surety by some company authorized to do business under the laws of the State of Texas; and, the premium of such bonds shall be paid by the City of Lewisville; and, such bonds must be acceptable to the city council. Such bond shall be maintained in full force and effect at all times during such person's tenure of office.~~

## Section 5.07 Conducting and Canvassing Elections

Recommendation: Delete last sentence in section 5.07.

**Reason:** State law sets the specific dates for canvassing elections, which override the city charter.

# Section 5.07 Conducting and Canvassing Elections

- The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas. ~~Within five (5) days or as soon as practical after an election, the city council shall meet, open the returns, canvass and officially declare the result of the election as to candidates and questions, and issue certificates of election to candidates elected, as hereinbefore provided.~~
- The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas.

# Section 8.02 Development of Property

Recommendation: Approve new wording of Section 8.02.  
Development of property

**Reason:** State law addresses the expenditure of public funds for private development

# Section 8.02 Development of Property

- **Section 8.02. Development of property.** The city council ~~shall~~ may cooperate with persons interested in the development of property within, or beyond, the city limits. No expenditure of public funds, however, shall be authorized if said expenditure for the development of privately owned subdivisions, situated within or beyond the corporate limits of the city' except (where feasible for the city) for the extension of utilities or services to such areas is in violation of state law.
- **Section 8.02. Development of property.** The city council may cooperate with persons interested in the development of property within, or beyond, the city limits. No expenditure of public funds, however, shall be authorized if said expenditure is in violation of state law.

## Section 9.02 Preparation and Submission of Budget

**Recommendation:** Delete the clause in section 9.02 that sets forth the time frame for the submission of the budget.

**Reason:** State law addresses the timing of the budget.

## Section 9.02 Preparation and Submission of Budget

- The city manager shall, ~~between 60 and 90 days prior to beginning of each fiscal year~~, submit to the council a proposed budget, which shall provide a complete financial plan for the fiscal year . . .
- The city manager shall submit to the council a proposed budget, which shall provide a complete financial plan for the fiscal year . . .

## Section 9.06 Notice of Public Hearing on Budget

**Recommendation:** Delete section 9.06 in its entirety.

**Reason:** State law sets forth the requirements for public hearings on the budget.

## Section 9.06 Notice of Public Hearing on Budget

- ~~• At the meeting of the city council at which the budget is submitted, the city council shall fix the time and place of the public hearing on the budget. The public hearing on the proposed budget shall be set for a date occurring after the 15<sup>th</sup> day after the budget is filed with the municipal clerk, but before the governing body makes its tax levy, and, the city council shall cause to be published in the official newspaper of the City of Lewisville, a notice of the hearing setting forth the time and place thereof at least five days before the date of such hearing.~~

## Section 9.07 Public Hearing on Budget

**Recommendation:** Delete section 9.07 in its entirety.

**Reason:** State law sets forth the requirements for public hearings on the budget.

## Section 9.07 Public Hearing on Budget

- ~~• At the time and place set forth in the notice required by section 9.06, or at any time and place to which such public hearing shall from time to time be adjourned, the city council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.~~

## Section 9.14 Contingent Appropriation

**Recommendation:** Delete section 9.14 in its entirety.

**Reason:** This contingency appropriation is unnecessary because expenditure of these funds would require city council approval. Therefore, it is more efficient to request an emergency appropriation from the city council when an emergency actually exists. Staff has historically budgeted \$100 to meet the requirement of this section.

# Section 9.14 Contingent Appropriation

- ~~• Provision shall be made in the annual budget and in the appropriation ordinance for a contingent appropriation in an amount not more than three (3) percent of the total budget, to be used in case of unforeseen items of expenditure. Such contingent appropriation shall be under the control of the city manager and distributed by him, after approval of the city council. Expenditures from this appropriation shall be made only in case of established emergencies and a detailed account of such expenditures shall be recorded and reported.~~

## Section 9.24 Taxes; when due and payable

**Recommendation:** Delete the clause in section 9.24 which refers to the office of the city assessor collector.

**Reason:** The City no longer has an office of the city assessor collector, and those activities are performed by the Denton County Appraisal District and the Denton County Tax Collector.

# Section 9.24 Taxes; when due and payable

- All taxes due the City of Lewisville ~~shall be payable at the office of the city assessor-collector, and~~ may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty, interest and other collection costs as provided by the Texas Tax Code, Section 33.01 et seq., as it now exists or may hereafter be amended.
- All taxes due the City of Lewisville may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty, interest and other collection costs as provided by the Texas Tax Code, Section 33.01 et seq., as it now exists or may hereafter be amended.

## Section 8.04 Planning commission membership

**Recommendation:** Remove the requirement that a member of the Planning and Zoning Commission (P&Z) own real property within the City of Lewisville

**Reason:** Limits the ability of otherwise qualified residents to serve on the P&Z

## Section 8.04 Planning commission membership

- The city council shall appoint a city planning commission of seven (7) members who shall be residents of the city ~~and own real property therein~~ who shall serve without compensation.
- The city council shall appoint a city planning commission of seven (7) members who shall be residents of the city who shall serve without compensation.



**LEWISVILLE**

Deep Roots. Broad Wings. Bright Future.

**MEMORANDUM**

**TO:** Mayor Rudy Durham  
Mayor Pro Tem TJ Gilmore  
Councilman R Neil Ferguson  
Councilman Brandon Jones  
Councilman Brent Daniels  
Councilman Bob Troyer

**FROM:** Donna Barron, City Manager

**DATE:** June 29, 2017

**SUBJECT: Consideration of Charter Election Date and Charter Amendments.**

The City Council appointed a Charter Review Commission in 2015. The Commission recommended a number of items to consider as future charter amendments. The City Council also directed staff to include a charter amendment that would allow the City Council to appoint a person to fill a vacant City Council seat when the unexpired term is 12 months or less. At the 2017 City Council Retreat, direction was given to move forward on issues related to the charter election.

Attached is a memorandum from Julie Heinze detailing a schedule for a November 2017 charter election. If City Council decides to move forward with this election schedule, staff recommends that the election be called July 17, 2017 to provide ample opportunity to educate the public on the potential changes.

Below please find the list of charter amendments to consider for a November 2017 election. Staff is requesting Council direction as to what amendments to include. Once City Council direction is provided, an ordinance calling the election will be submitted to the City Council for consideration at the July 17 meeting.

Recommended Charter Amendments:

1. Governance

If, prior to January 1, 2023, the City of Lewisville annexes territory in one or more tranches that increases the geographic land mass of the City of Lewisville (excluding the area of Lake Lewisville) as it existed on November 7, 2017, by at least eight percent (“the triggering annexation”), the amendments set out in sections 2 and 3 below shall be added to the Lewisville city charter.

If the triggering annexation does not occur prior to January 1, 2023, the amendments set out in sections 2 and 3 below will not be added to the charter.



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Section 3.01(a):

The city shall be divided into five districts of relatively equal total population to be numbered 1 through 5 with each council district corresponding to the council place of the same number. Persons serving in a council place shall reside in the district corresponding to that council place. The initial division of the city into council districts shall be made on the basis of population reported in the 2020 federal decennial census with subsequent revisions of district lines to reflect population changes as shown by the most recent federal decennial census. The mayor and the other members of the city council shall be elected from the city at large.

Section 3.02:

The mayor and each member of the city council, in addition to having such other qualifications as prescribed by law, shall be a qualified voter of the city; shall have resided for at least one (1) year immediately preceding his election within the corporate limits of the City of Lewisville, or shall have been a resident for at least one (1) year immediately preceding his election of any territory not formerly within the corporate limits of said city, but which has been annexed to the city under the provisions of section 1.03 of this charter; **Members of the city council additionally shall have resided continuously in their council district for six months prior to the regular filing deadline for a place on the ballot, or in the case of an annexation or redistricting, have resided continuously for six months in a location that is in the council district on the date of the regular filing deadline for a place on the ballot. Additionally, the mayor and each member of the city council shall not be in arrears in the payment of any taxes or other liabilities due to the city; and shall not hold any other office or employment under the city government while he is a member of said council.**

\* \* \*

2. Filling Vacancies

Section 3.06:

All vacancies shall be determined and filled in accordance with the constitution and laws of the State of Texas, as they now exist or may hereafter be amended. **Any vacancy occurring for which the unexpired term is twelve (12) months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining five (5) councilmen mentioned under section 3.01 above. Any vacancy for which the unexpired term is for more than twelve (12) months must be filled by a majority of the qualified voters voting in a special election called for such purpose in accordance with the Texas State Constitution. All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled.**



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3. Pay and Health Clinic

Section 3.04:

The mayor of the city council of Lewisville shall receive \$175.00 for each meeting and members of the city council of Lewisville shall each receive compensation in the sum of ~~\$50.00-\$125.00~~ for each meeting of the city council which they attend; they shall also be entitled to reimbursement of and for necessary expenses incurred in the performance of their official duties, when approved by the council; they shall also be allowed to utilize the employee clinic at no cost as allowed by law. Dependents of the city council are not allowed to utilize the employee clinic.

4. Removal of provision that conflicts with Council-Manager form of government or is covered by other State Laws

Section 3.07:

All powers of the city, and the determination of all matters of policy, shall be vested in the city council. Without limitation of the foregoing, and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:

~~b. Establish, create, consolidate, or abolish, administrative departments and distribute the work of divisions.~~

~~s. To require bonds, both special and general, of all contractors and others constructing or building for the city, and set up standards, rules and regulations therefore.~~

5. No longer needed under State Law

Section 3.12:

~~The city manager and the city secretary and such other city officers and employees as the city council may require shall before entering upon the duties of their office, enter into a good and sufficient fidelity bond in a sum to be determined by the city council payable to the City of Lewisville, and conditioned upon the faithful discharge of the duties of such persons, and upon faithful accounting for all monies, credits and things of value coming into the hands of such persons, and such bonds, shall be signed as surety by some company authorized to do business under the laws of the State of Texas; and, the premium of such bonds shall be paid by the City of Lewisville; and, such bonds must be acceptable to the city council. Such bond shall be maintained in full force and effect at all times during such person's tenure of office.~~



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6. Covered under State Law

Section 5.07:

The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas. ~~Within five (5) days or as soon as practical after an election, the city council shall meet, open the returns, canvass and officially declare the result of the election as to candidates and questions, and issue certificates of election to candidates elected, as hereinbefore provided.~~

7. Covered under State Law

Section 8.02:

Development of property. The city council ~~shall~~ may cooperate with persons interested in the development of property within, or beyond, the city limits. No expenditure of public funds, however, shall be authorized ~~if said expenditure for the development of privately owned subdivisions, situated within or beyond the corporate limits of the city' except (where feasible for the city) for the extension of utilities or services to such areas is in violation of state law.~~

8. Covered under State Law

Section 9.02:

The city manager shall, ~~between 60 and 90 days prior to beginning of each fiscal year,~~ submit to the council a proposed budget, which shall provide a complete financial plan for the fiscal year . . .

9. Covered under State Law

Section 9.06:

~~At the meeting of the city council at which the budget is submitted, the city council shall fix the time and place of the public hearing on the budget. The public hearing on the proposed budget shall be set for a date occurring after the 15th day after the budget is filed with the municipal clerk, but before the governing body makes its tax levy, and, the city council shall cause to be published in the official newspaper of the City of Lewisville, a notice of the hearing setting forth the time and place thereof at least five days before the date of such hearing.~~



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10. Covered under State Law

Section 9.07:

~~At the time and place set forth in the notice required by section 9.06, or at any time and place to which such public hearing shall from time to time be adjourned, the city council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.~~

11. Covered under State Law

Section 9.14:

~~Provision shall be made in the annual budget and in the appropriation ordinance for a contingent appropriation in an amount not more than three (3) percent of the total budget, to be used in case of unforeseen items of expenditure. Such contingent appropriation shall be under the control of the city manager and distributed by him, after approval of the city council. Expenditures from this appropriation shall be made only in case of established emergencies and a detailed account of such expenditures shall be recorded and reported.~~

12. Tax Collection contracted to Denton County

Section 9.24: All taxes due the City of Lewisville ~~shall be payable at the office of the city assessor-collector, and~~ may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty, interest and other collection costs as provided by the Texas Tax Code, Section 33.01 et seq., as it now exists or may hereafter be amended.

13. Deletes property ownership requirement for Planning & Zoning Commission

Section 8.04:

The city council shall appoint a city planning commission of seven (7) members who shall be residents of the city ~~and own real property therein~~ who shall serve without compensation.

Please remember that the charter limits charter amendment elections to no more than once every two years. If the election is held November 2017, another election cannot be held until November 2019.



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**MEMORANDUM**

**TO:** Mayor Rudy Durham  
Mayor Pro Tem TJ Gilmore  
Councilman Bob Troyer  
Councilman R Neil Ferguson  
Councilman Brandon Jones  
Councilman Brent Daniels

**FROM:** Julie Heinze, City Secretary

**DATE:** June 29, 2017

**SUBJECT: Important Dates for Charter Amendment Election**

**BACKGROUND**

The Texas State Election Code prescribes two uniform dates in each year for holding general and special elections. Based upon on Council's previous direction, a Charter Amendment Election is being considered for the November 7, 2017 election date. This election is required to be called no later than the 78<sup>th</sup> day before the election (August 21, 2017).

Attached for review is an Election Calendar that contains other important dates for this proposed election. In an effort to ensure that the voting public is well versed in what is contained on this ballot, it is recommended to call this election at the July 17, 2017, City Council meeting.

**CITY OF LEWISVILLE  
CHARTER AMENDMENT ELECTION**



**LEWISVILLE**

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**NOVEMBER 7, 2017**

- |                    |  |
|--------------------|--|
| <b>July 17</b>     | Recommended date to approve ordinance calling special election   |
| <b>August 21</b>   | Last day to call Election  |
| <b>September 4</b> | Deadline to provide Notice of Election to County Clerk and Voter Registrar                                   |
| <b>September 4</b> | First day to accept applications for ballot by mail  |
| <b>October 10</b>  | Last day for submitting voter registration application in time to vote in November 7 <sup>th</sup> election. |
| <b>October 10</b>  | File first report of campaign contributions and expenditures   |
| <b>October 23</b>  | First day for early voting by personal appearance.   |
| <b>October 27</b>  | Last day to receive application in person for a ballot to be voted by mail                                   |
| <b>November 3</b>  | Last day of regular early voting by personal appearance.   |

**NOVEMBER 7<sup>th</sup> ELECTION DAY (7:00 a.m. - 7:00 p.m.)**

- |                     |   |
|---------------------|---|
| <b>November 20</b>  | City Council Meeting to Canvass the Returns of Election             |
| <b>Jan 15, 2018</b> | Semi-Annual/Final report of campaign contributions and expenditures |

# PROCLAMATION

**WHEREAS**, parks and recreation programs are an integral part of communities throughout this country, including Lewisville, Texas; and

**WHEREAS**, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

**WHEREAS**, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

**WHEREAS**, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, parks and recreation areas are fundamental to the environmental well-being of our community; and

**WHEREAS**, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**WHEREAS**, the City of Lewisville recognizes the benefits derived from parks and recreation resources.

**NOW, THEREFORE**, I, Rudy Durham, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim that July is recognized as:

## **“PARKS AND RECREATION MONTH”**

in the City of Lewisville, Texas

**PROCLAIMED** this the 3<sup>rd</sup> day of July, 2017.

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Rudy Durham, Mayor  
City of Lewisville

## MEMORANDUM

**TO:** Donna Barron, City Manager  
**FROM:** Richard Luedke, Planning Director  
**DATE:** July 3, 2017  
**SUBJECT:** **Public Hearing: Consideration of a Zone Change Request From Townhouse District (TH) to Planned Development – Townhouse 2 District (PD-TH2) and Three Associated Variances, on an Approximately 9.059-Acre Tract of Land out of the E. Pickett Survey, Abstract 1014, Located at the Northwest Corner of Bellaire Boulevard and Oakwood Lane, as Requested by Scott Johns, ARK Design Concepts, on Behalf of Haider Rizvi, HRDC, LLC., the Property Owner (Case No. PZ-2017-06-13).**

### 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 Townhouse (TH). The property is situated at the northwest corner of Bellaire Boulevard and Oakwood Lane, bounded by existing single-family residential uses zoned R-7.5 to the east, vacant property zoned Townhouse (TH) to the north and a green belt and other single-family residential zoned R-7.5 to the west. This is an oddly shaped infill property with limited access and existing barriers such as a 60-foot wide gas easement along the east property line and a city park and floodplain on the west. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of June 6, 2017.

### ANALYSIS

The proposed PD will have a base zoning of Townhouse Two (TH-2) with a combination of two and three story single-family attached units and one community building. The development is proposed to be a gated community with the main entrance on Bellaire Boulevard and a second emergency access and vehicular exit to Oakwood Lane. Approximately 104 units are proposed to be constructed in two phases, with the first phase located closest to Bellaire Boulevard. Since no development is allowed on the existing gas easement, the entire easement will remain as a large green space amenity. A home owner association (HOA) will maintain the various open spaces, trails, common areas, access easements and landscaping within the subdivision. The PD allows for deviations from the standard zoning categories. These are outlined in the comparison table on the concept plan provided by the applicant.

#### *Development Standards*

The development will consist of townhouse units ranging from two to three stories and constructed based on market demand. While the proposed development will create a dense urban feel, with smaller lots and slightly reduced setbacks, the actual dwellings will be larger than the minimum

1,200 square feet at 1,500 square feet. The proposed development will have a minimum lot size of 1,700 square feet. The buildings will consist of an aggregate 80% brick veneer, with no single elevation being less than 60% brick veneer. Residential units will have front entry with a decorative garage door as illustrated on the elevations. Each unit will be equipped with a fire sprinkler system. Illustrations of the proposed architecture have been provided at the end of the PD design standards document.

#### Streets and Parking

The homes will have a two-car garage and two additional concrete spaces on each lot. Visitor parking is available in front of the community building and near the clustered mailbox locations. In addition, several areas adjacent to the HOA common open space lots provide for parallel on-street parking. The street sections provided will meet city standards with a 50-foot wide street easement and rollover curbs.

#### Screening

The development will contain a masonry screening wall along the Bellaire and Oakwood Lane segments. The western portion of the site abutting the city park and floodplain will consist of a retaining wall topped with a tubular steel fence. The eastern portion of the site will contain a tubular steel fence separating the gas easement from the rear yards of the homes.

#### Landscaping, Open Spaces and Amenities

Landscaping will comply with City standards. Several common area open spaces will be provided around the site. Each open space will provide a different amenity, such as planter boxes, trails, a pergola, grilling area, fountains, wooden benches, pet park, and children's play area and exercise area. A community building, which will be maintained by the HOA, will be provided near the entrance of the subdivision. Landscaping and irrigation within the common areas will also be maintained by the HOA.

The following variances are associated with this development:

- a) to waive the alley requirement and allow front entry

#### **Section 6-92 (k) Alleys**

This section requires alleys for all single family residential subdivisions. The developable area for this site is limited due to the unique configuration of the property and existing barriers, such as a 60-foot wide gas easement that runs the length of the property. A front entry product provides a private back yard patio area for each unit and allows more land for open space amenities for the community. This variance has been granted previously for other townhouse developments such as Fireside Village, Manors of Vista Ridge and Manors of Forestbrook. Staff recommends approval of this variance request.

- b) to allow a gated community with private streets

#### **Section 6-94 (a) Lots**

This section of the ordinance requires that each residential lot adjoin a public street. The applicants are requesting private streets with gated access maintained by the HOA. The private street pavement and subgrade will be constructed to city street standards. Gates will be equipped with

devices acceptable to the Lewisville Fire Department to allow access to emergency vehicles. The main entrance and exit will be located at Bellaire Boulevard with a secondary exit-only point on Oakwood Lane. This variance has previously been granted for Manors at Vista Ridge, Fireside Village, Enclaves at Silver Creek and sections of Castle Hills Golf Course Phases I, II and III. Staff recommends approval of this variance.

c) to allow an alternative street intersection layout

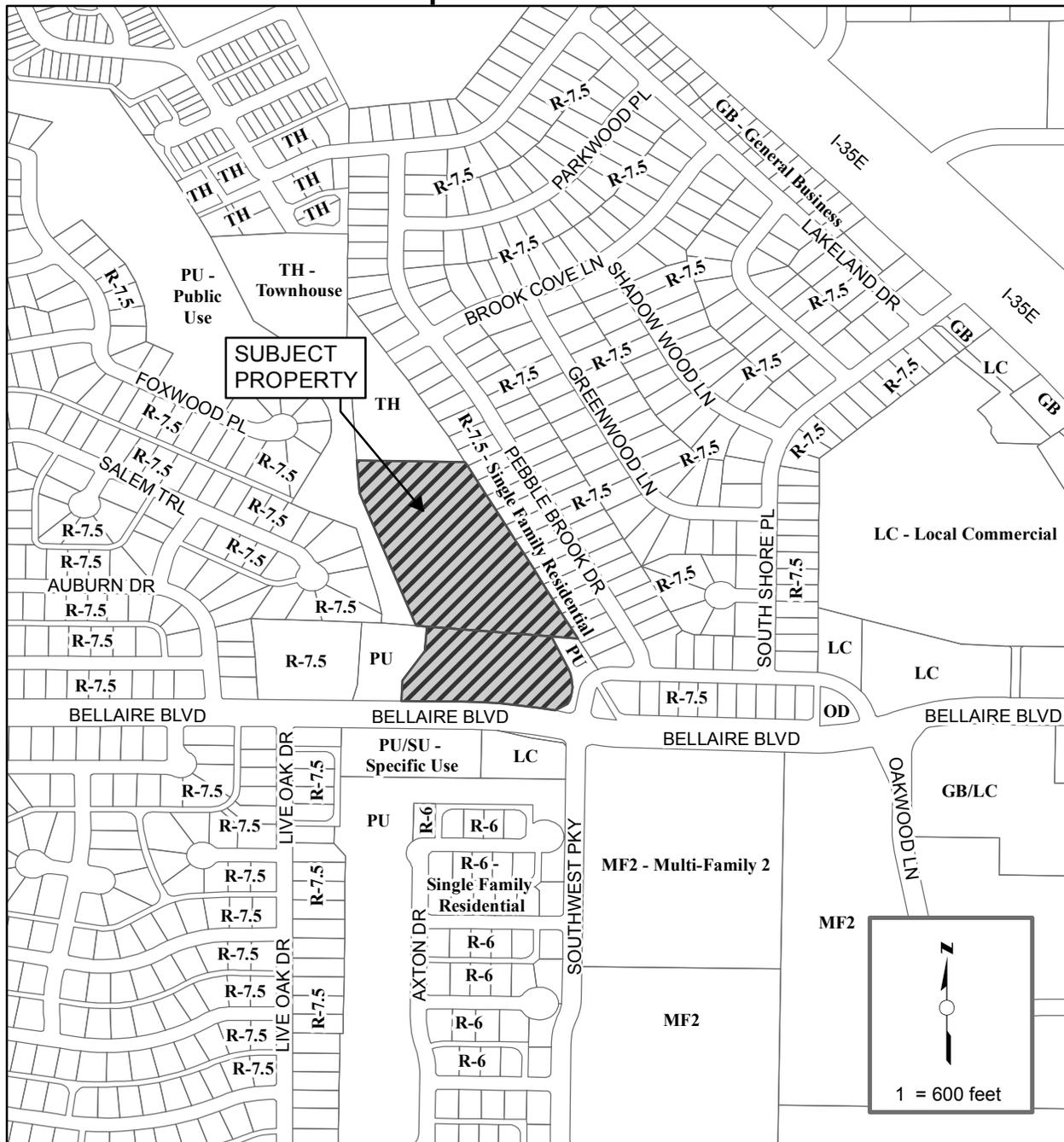
**Section 6-92 (b) Streets**

This section requires street right-of-way lines to intersect at 90 degrees and that no street curvature is closer to the point of the intersection of right-of-way lines than 35-feet on residential streets. The most non-complaint proposed intersection is the south portion of Street E that is intersecting Street D at 60 degrees. Staff recommends approval of this variance since the layout does provide safe intersections and provides the most efficient lot layout for this infill residential property.

**RECOMMENDATION**

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

# Location Map - Bellaire Townhomes



**CASE NO. PZ-2017-06-13**

**PROPERTY OWNER:** HRDC, LCC

**APPLICANT NAME:** SCOTT JOHNS, ARK DESIGN CONCEPTS

**PROPERTY LOCATION:** NWC BELLAIRE BLVD & OAKWOOD LN (9.059 ACRES)

**CURRENT ZONING:** TOWNHOUSE DISTRICT (TH)

**REQUESTED ZONING:** PLANNED DEVELOPMENT- TOWNHOUSE 2 DISTRICT (PD-TH2)

# Aerial Map - Bellaire Townhomes



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**JUNE 6, 2017**

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**Item 1:**

The Lewisville Planning and Zoning Commission meeting was called to order at 6:34 pm. Members present: William Meredith, MaryEllen Miksa, James Davis, Alvin Turner and Karen Locke. Member John Lyng was absent.

Staff members present: Richard Luedke, Planning Director; Mary Paron-Boswell, Senior Planner; and Jonathan Beckham, Planner.

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**Item 4:**

Public Hearings for Zoning were next on the agenda. There were four items for consideration:

- C. **Public Hearing:** Consideration of a Zone Change Request From Townhouse District (TH) to Planned Development – Townhouse 2 District (PD-TH2); on an Approximately 9.059 Acre Tract of Land out of the E. Pickett Survey, Abstract 1014; Located at the Northwest Corner of Bellaire Boulevard and Oakwood Lane; as Requested by Scott Johns, ARK Design Concepts, on Behalf of Haider Rizvi, HRDC, LLC., the Property Owner. (Case No. PZ-2017-06-13).

Staff gave an overview of the proposed zone change request and provided detailed information about the proposed townhouse development. The development will occur in two phases and have a two and three story product. The site is constrained by a 60-foot gas easement to the east and a city park and floodplain to the west. This will be a gated community with access from Bellaire Boulevard and an exit-only on Oakwood Lane. The public hearing was then opened with three neighboring residents present to speak in addition to the developer. Patty Nash, a resident who lives on Pebblebrook Drive, was concerned about cut through traffic, the three-story height and if the homes were intended for low income residents. Alicia Powell, a resident who lives on Foxwood Drive, asked about the price of the homes and indicated that she would prefer a two-story product. She was in favor of development of the area as it would lead to the cleaning up of the area from trash and squatters. Jose Osorio, a resident who lives on Pebblebrook Drive, had concerns about the view from his home because he currently has a view of the trees in this general area. Several members of the developer's team came to the podium to answer the concerns of the residents. Taha Rizvi, the developer of the project, indicated that the homes would be in the \$300,000 range. Trees located within the existing gas easement would remain. Karen Locke asked about fencing around the site. The plans show the proposed fencing layout with a brick screening wall along both Bellaire Boulevard and Oakwood Lane and tubular steel fencing around the remaining perimeter. Wood fencing would be provided in the backyards of the townhomes unless adjacent to an open space. Kristin Green reiterated the responses to the major questions regarding traffic, price point and the line of sight and height of the homes. There being no one else present to speak, the public hearing was then closed. A motion was made by William Meredith to recommend approval of the zone change request, seconded by Alvin Turner. The motion passed unanimously (6-0). Staff

indicated that this item would be going before the City Council on July 3<sup>rd</sup> for a second public hearing and a final decision.

## **SECTION 17-14. - "TH" TOWNHOUSE RESIDENTIAL DISTRICT REGULATIONS**

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family attached dwelling 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) Single-family detached dwelling units.
  - (3) Church worship facilities.
  - (4) Buildings and uses owned or operated by public governmental agencies.
  - (5) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement (indoor or outdoor).
  - (6) Real estate sales offices during the development of residential subdivisions, but not to exceed two (2) years.
  - (7) Schools, private, with full curriculum accredited by the State of Texas equivalent to that of a public elementary or high school.
  - (8) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (9) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, not involving the conduct of a retail business except as provided herein and for home occupations as defined by this ordinance.
  - (10) A detached private garage with or without storeroom and/or utility room shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
  - (11) A carport shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
  - (12) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (13) Gas and oil drilling accessory uses (SUP required).
  - (14) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
- (b) *Height.* Attached living units shall not exceed forty-five (45) feet or three and one-half (3-1/2) stories in height. All other detached buildings, including detached living units, shall not exceed thirty-five (35) feet or two and one-half (2-1/2) stories in height, except where otherwise regulated within this ordinance.
- (c) *Area.*
- (1) *Size of yards.*
    - a. *Front yard.* There shall be a front yard having a required depth of not less than twenty-five (25) feet; except where entrance to the automobile parking area is provided from an alley in the rear of the house in which case the minimum front yard shall be twenty (20) feet. Where lots have double frontage, running through from one street to another, the required twenty-five (25) foot front yard shall be provided on both streets.
    - b. *Side yard.* There shall be a side yard on each side of a continuous row or group of dwellings of not less than ten (10) feet. Detached units shall have a side yard on each side of the lot of not less than six and one-half (6-1/2) feet. A side yard adjacent to a side street shall not be less than fifteen (15) feet. No side yard for allowable non-residential uses shall be less than twenty-five (25) feet.
    - c. *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet if there is no rear entry from an alley, and a depth of not less than twenty-five (25) feet if there is rear entry from an alley.
  - (2) *Size of lot.*
    - a. *Lot area.* No building shall be constructed on any lot less than two thousand (2,000) square feet, or equivalent thereof, per dwelling unit, except that detached units shall be constructed on lots which are a minimum of five thousand (5,000) square feet per lot.

- b. *Lot width.* The width of a lot shall not be less than twenty (20) feet at any point, except that lots for detached units shall have a lot width of not less than fifty (50) feet at the front and rear building lines, and forty (40) feet at the front property line.
  - c. *Lot depth.* The depth of a lot shall not be less than one hundred (100) feet at any point.
- (3) *Minimum dwelling size.* The minimum floor area of any dwelling unit, attached or detached, shall be one thousand four hundred and fifty (1,450) square feet, exclusive of any garages, breezeways and porches.
- (4) *Lot coverage.* In no case shall more than seventy percent (70%) of the total lot area be covered by the combined area of the main buildings and accessory buildings.

## **SECTION 17-14.5. - "TH-2" TOWNHOUSE TWO RESIDENTIAL DISTRICT REGULATIONS**

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family attached dwelling 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) Single-family detached dwelling units.
  - (3) Church worship facilities.
  - (4) Buildings and uses owned or operated by public governmental agencies.
  - (5) Real estate sales offices during the development of residential subdivisions, but not to exceed two (2) years.
  - (6) Schools, private, with full curriculum accredited by the State of Texas equivalent to that of a public elementary or high school.
  - (7) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (8) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, not involving the conduct of a retail business except as provided herein and for home occupations as defined by this ordinance.
  - (9) A detached private garage with or without storeroom and/or utility room shall be permitted as an accessory building if it meets all requirements of a residential accessory building..
  - (10) A carport shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
  - (11) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (12) Gas and oil drilling accessory uses (SUP required).
  - (13) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
- (b) *Height.* Attached living units shall not 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 required depth of not less than seventeen and one-half (17.5) feet, except that the garage shall be set back a minimum of twenty (20) feet to be used for driveway and additional onsite parking. Where entrance to the garage is provided from an alley or easement in the rear, the minimum front yard shall be five (5) feet.
    - b. *Side yard.* There shall be a side yard on each side of a continuous row or group of dwellings, or on each side of a detached dwelling, of not less than six and one-half (6.5) feet. A side yard adjacent to a side street shall not be less than ten (10) feet. No side yard for allowable non-residential uses shall be less than twenty-five (25) feet.
    - c. *Rear yard.* There shall be a rear yard having a required depth of not less than five (5) feet if there is no rear entry for parking from an alley or easement. Where the entrance to the garage is provided from an easement serving a row of attached dwelling units, the minimum rear setback shall be seventeen and one-half (17.5) feet. Where the entrance to the garage is provided from an alley, the minimum setback shall be seventeen and one-half (17.5) feet, except that the garage shall be set back a minimum of twenty (20) feet to be used for driveway and additional onsite parking.
  - (2) *Size of lot.*
    - a. *Lot area.* No building shall be constructed on any lot less than seventeen hundred (1,700) square feet per dwelling unit, except that detached units shall be constructed on lots which are a minimum of five thousand (5,000) square feet per lot.

- b. *Lot width.* The width of a lot shall not be less than twenty (20) feet at any point, except that lots for detached units shall have a lot width of not less than fifty (50) feet at the front and rear building lines, and forty (40) feet at the front property line.
  - c. *Lot depth.* The depth of a lot shall not be less than seventy-five (75) feet at any point.
- (3) *Minimum dwelling size.* The minimum floor area of any dwelling unit, attached or detached, shall be twelve hundred (1,200) square feet, exclusive of any garages, breezeways and porches.
- (4) *Lot coverage.* In no case shall more than seventy percent (70%) 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): <u>Haider Rizvi</u>	
Company Name: <u>HRDC</u>	
Mailing Address: <u>2727 LBJ Fwy. Ste. 927 Dallas, TX 75234</u>	
Work #: <u>(214) 796-0865</u>	Cell #:
E-Mail: <u>haider@shahzayconstruction.com</u>	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): 	Date: <u>5/25/2017</u>
Printed Name: <u>Haider Rizvi</u>	

Applicant/Agent (name): <u>Scott Johns</u>	
Company Name: <u>ARK Design Concepts</u>	
Mailing Address: <u>2727 LBJ Fwy. Ste. 927 Dallas, TX 75234</u>	
Work #: <u>(214) 389-9978</u>	Cell #: <u>(972) 961-9848</u>
E-Mail: <u>scott@arkdesignconcepts.com</u>	
Applicant/Agent Signature 	Date: <u>5/25/2017</u>
Printed Name: <u>Scott Johns</u>	

Current Zoning: <u>TH</u>	Requested Zoning: <u>TH-2</u>	Acres: <u>9.059</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>9.059 Acre Tract out of the Eli Pickett Survey Abstract No. 1014 (including Lot 2, oakwood west)</u>		
Address/Location: <u>400 Bellaire Blvd. Lewisville, TX 75067</u>		

Application and Sign Fees:

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

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

Qty: <u>2</u>	Zone Change Signs - \$35 each 1 sign required for each 5 acres (max. 5 per site)	\$ <u>70</u>
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Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	\$ <u>470</u>
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**ARK  
DESIGN  
CONCEPTS**

ARCHITECTS | ENGINEERS | CONSULTANTS

Architects  
Engineers  
Consultants  
Project Management  
Construction Management

June 21, 2017

**Richard Luedke**  
**Planning Director**  
**Economic Development and Planning**  
**City of Lewisville, TX**

**RE: BELLAIRE TOWNHOMES  
PROPOSED PD TH-2 ZONING REQUEST**

Mr. Richard:

Please accept this letter as an explanation of the requested variances for the Bellaire Townhomes, a residential community proposed on 9.059 acres of undeveloped land situated at 400 Bellaire Blvd.

The requested variances are as follows

**A. To waive the alley requirement and allow front entry**

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

**B. To allow a gated community with private streets**

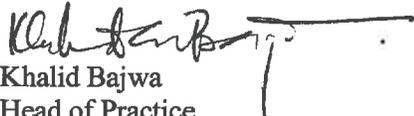
Bellaire Townhomes will be a privately maintained gated community. Each homeowner will own a proportionate share of the property and an HOA will be established to maintain the landscape, community building, and the streets. The design of the streets will comply with the City's engineering and design standards.

**C. To allow an alternative street intersection layout**

The shape of the site and the demand for efficient layout required aligning streets with the edges of the site. The street intersections thus are not 90 degrees, as stipulated in TH-2. It is requested to allow street intersection up to 60 degrees and having maximum regular shaped lots.

Thank you in advance for your consideration for these requests. Please contact us with any questions or comments regarding this application.

Sincerely

  
Khalid Bajwa  
Head of Practice



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING AN APPROXIMATELY 9.059-ACRE TRACT OF LAND OUT OF THE E. PICKETT SURVEY, ABSTRACT NO. 1014; LOCATED AT THE NORTHWEST CORNER OF BELLAIRE BOULEVARD AND OAKWOOD LANE; FROM TOWNHOUSE DISTRICT (TH) ZONING TO PLANNED DEVELOPMENT-TOWNHOUSE 2 DISTRICT (PD-TH2) 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 9.059-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 – TOWNHOUSE 2 DISTRICT (PD-TH2) ZONING** and in compliance with the proposed narrative, development and design standards, concept plan, landscape plan, fencing plan, and elevations, 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 3RD DAY OF JULY, 2017.**

**ORDINANCE NO.** \_\_\_\_\_

**Page 5**

**APPROVED:**

\_\_\_\_\_  
Rudy Durham, MAYOR

**ATTEST:**

\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY

Exhibit A  
Legal Description

Exhibit B

Narrative

Development and Design Standards

Concept Plan

Landscape Plan

Fencing Plan

Elevations



# EXHIBIT B

## NARRATIVE

**RE: BELLAIRE TOWNHOMES**

**PROPOSED PD TH-2 ZONING REQUEST**

**This PD requests that this site's existing zone of TH be rezoned TH-2**

## PROJECT LOCATION

**BELLAIRE TOWNHOMES** is a residential community proposed on 9.059 acres of undeveloped land situated at 400 Bellaire Blvd., which is less than one mile west of Interstate I35. The boundary survey is referred to as Exhibit A.

## CONCEPT

The **BELLAIRE TOWNHOMES** is a gated residential community development consisting of **104 new Townhouses and 1 Community Building**. The purpose is to create a neighborhood to be recognized as a definitive community for the younger, professional, socially active, independent and growing regiments of the residential market demand in DFW. The **BELLAIRE TOWNHOMES** design and environment is comparable to the up and coming communities in the more urban areas of DFW. It offers opportunity to attract the professionals now relocating to corporations and developments right next door including Toyota, FedEx, Frito Lay, Liberty Mutual, Fannie May and Legacy West.

The **BELLAIRE TOWNHOMES** provide for the residential advantage with more contemporary designs. The west side of the property is adjacent to a 100-year Floodplain. The land elevation shall be raised and held above the Floodplain by a new retaining structure. The 'park' within the ATMOS easement / 'Greenbelt' provides social opportunities and space for exercise in addition to providing the residents with canopy trees and an open and natural environment for their enjoyment. The development takes advantage of the Greenbelt on the east and the Floodplain on the west to create and protect the sense of privacy and safety.

Land development for the **BELLAIRE TOWNHOMES** will be completed in two phases and all units be sprinklered. Phase-1 shall have all infrastructure constructed first before building units. Once Phase-1 is completed, Phase-2 infrastructure shall be completed to be followed by the construction of units.

## LOT REGULATIONS

**PERMITTED USE:** The townhouses in the **BELLAIRE TOWNHOMES** will include lots permitted for the TH-2 Single-family attached dwelling units. The TH-2 site planning criteria includes the provisions that no more than nine dwelling units are attached in one block, and that no dwelling unit is constructed above another dwelling unit.

## ZONING AND LAND DEVELOPMENT

All Zoning Ordinances references shall be to the City of Lewisville Zoning Code of Ordinances version February 23, 2016.

<b>Lot Size:</b>	1,700 square feet minimum
<b>Lot Coverage:</b>	The combined area covered by main buildings and accessory buildings shall not exceed 70% of the total area.
<b>Minimum dwelling size:</b>	The minimum floor area of any attached dwelling unit shall be 1,500 square feet, exclusive of any garages, breezeways and porches.
<b>Front yard:</b>	17.5 feet. Garage 20 feet setback minimum.
<b>Rear yard:</b>	Not less than 5 feet. There shall be no rear entry garages
<b>Side Yard:</b>	Not less than 5 feet at each side of building. Not less than 6.5 feet on street side.
<b>Lot width:</b>	Not less than 26.5 feet measured at front building line. Not less than 20 feet at any other point.
<b>Lot Depth:</b>	Not less than 65 feet measured at the center of lot. <i>[Exceptions: 1, 2, 20, 21, 23, and 24 Block D]</i>
<b>Maximum number of lots:</b>	104 Residential Lots + 1 Community Building
<b>Maximum density:</b>	12 units per acre.
<b>Height:</b>	No building shall exceed 40' in height or 3 stories.

## **DEVELOPMENT AND DESIGN STANDARDS**

The City standard for the **50 foot ROW** residential street provides a **33 feet BB pavement section** bordered by an **8.5 feet parkway on each side of the pavement**. On 'Street A' and 'Street C' the 8.5 feet parkway is relocated from one side of the paving to the other side. This provides a 17 feet width of parkway on one side of the 33 feet BB paving while maintaining the 50 feet ROW.

**Street Type:** The following street type shall establish the criteria for streets allowed within development.

Private Street Right of Way (ROW):	50 feet
Pavement Width:	33 feet B/B
Pavement Section:	Concrete
Curb Radii:	25 feet
Minimum Centerline Radius for Curves:	41 feet
Minimum Sidewalk Width:	4 feet
R.O.W. Intersection Layout	No less than 60°

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 case-by-case basis. All other exceptions to the Street Design Standards shall be approved by the City Council.

In front of all 3-story units, space for the Fire Truck shall be allocated on the street as required by the Fire Marshall. All streets will be privately owned and maintained by the HOA. The HOA shall be responsible to manage and repair:

1. Street concrete damages including if the City of Lewisville or the City of Lewisville's contractor due to maintenance or repairs to the City-maintained storm sewer, sanitary sewer, or water lines.
2. Landscaping and irrigation including ATMOS Easement and Green Spaces
3. Sidewalks and additional flatwork
4. Fences, walls and screens as shown on the Fencing Plan
5. Retaining walls
6. Signage
7. Entrance with a call station and enhanced landscaping off Bellaire Blvd.

All streets, hardscape; driveways and all other referred details shall be constructed within the requirement and specifications listed in the City of Lewisville's standard construction details within the City Codes and Ordinances. There will be a Deceleration Lane for the westbound traffic entering the development from Bellaire Blvd.

### **SCREENING AND FENCES**

1. A six-foot high masonry, screening wall will be constructed along Bellaire Blvd. to fulfill the thoroughfare wall requirement.
2. The main entrance to the subdivision will be gated with a decorative tubular steel fence and sliding gates.
3. A secondary exit (emergency entry) only will be provided along the Oakwood Lane.
4. There will be a sliding tubular steel gate, similar in design to the entry gate, to provide vehicular access to the drainage structure. This gate will be located within the tubular steel fence planned at that location. The gate will be lockable.
5. There will be a tubular steel fence built along the top of the retaining wall. The retaining wall will continue along the north property line.
6. A tubular steel fence will be constructed along the west ATMOS easement line. There will be non-lockable gates in this fence to provide access to the easement.
7. Rear yard fences will be wooden and six feet high.
8. Lots next to open spaces will have four feet high tubular steel fence.

### **LANDSCAPE**

1. All development within the **BELLAIRE TOWNHOMES** shall comply with the City of Lewisville's Land Development Regulations and Single-Family Residential Landscaping Requirements.
2. A tree shall be planted along the private street easement every 26.5 feet on average or 1 tree per lot, except when adjacent to open space or parking areas.
3. All trees shall be from the required plantings on private property sec 6-121(i)(2).

### **BUILDING DESIGN**

1. **BELLAIRE TOWNHOMES** will include two (2) and three (3) story Townhouse units with blocks of attached dwellings. Nine is the maximum for attached units in a block.
2. There are six (6) townhouse unit designs. Floor layouts are contemporary having well-lit spaces. Front elevations have larger glass openings in comparison to relatively private back elevations. Overall, design exemplifies efficient interplay of

simple shapes and forms. Each unit's exterior elevation design uses different combinations of stucco and brick veneer as well as stucco parapet cap trim, fascia trim, reveals and stucco accents in various shapes and sizes.

3. Brick veneer includes brick units, stone, and glass block.
4. The townhomes will generally comply with the unit elevations. These unit elevations will be connected in different combinations to create unique and individually defined blocks.
5. No front, side or rear wall elevation shall consist of less than 60 percent brick veneer.
6. The aggregate total of all walls shall consist of not less than 80 percent brick veneer.
7. All units shall have a two-car garage minimum with two additional concrete spaces. Driveways are poured concrete with a light broom finish.
8. All buildings shall be sprinklered

### **FLOODPLAIN**

A Survey was developed and provided to establish the borders of the 100' year Floodplain located beyond the west side of the property's property line. This Floodplain shall not be disturbed with this development.

### **RETAINING WALL**

1. A retaining wall will be located, engineered and constructed wherever required along and within the west boundary line of the property so as not to affect and/or require any relocation, reconfiguring or modification of any kind to the existing Floodplain.
2. The retaining wall will create structural support for the soils, foundation and site related construction required to raise the elevations of the west side of the property.

### **ATMOS EASEMENT**

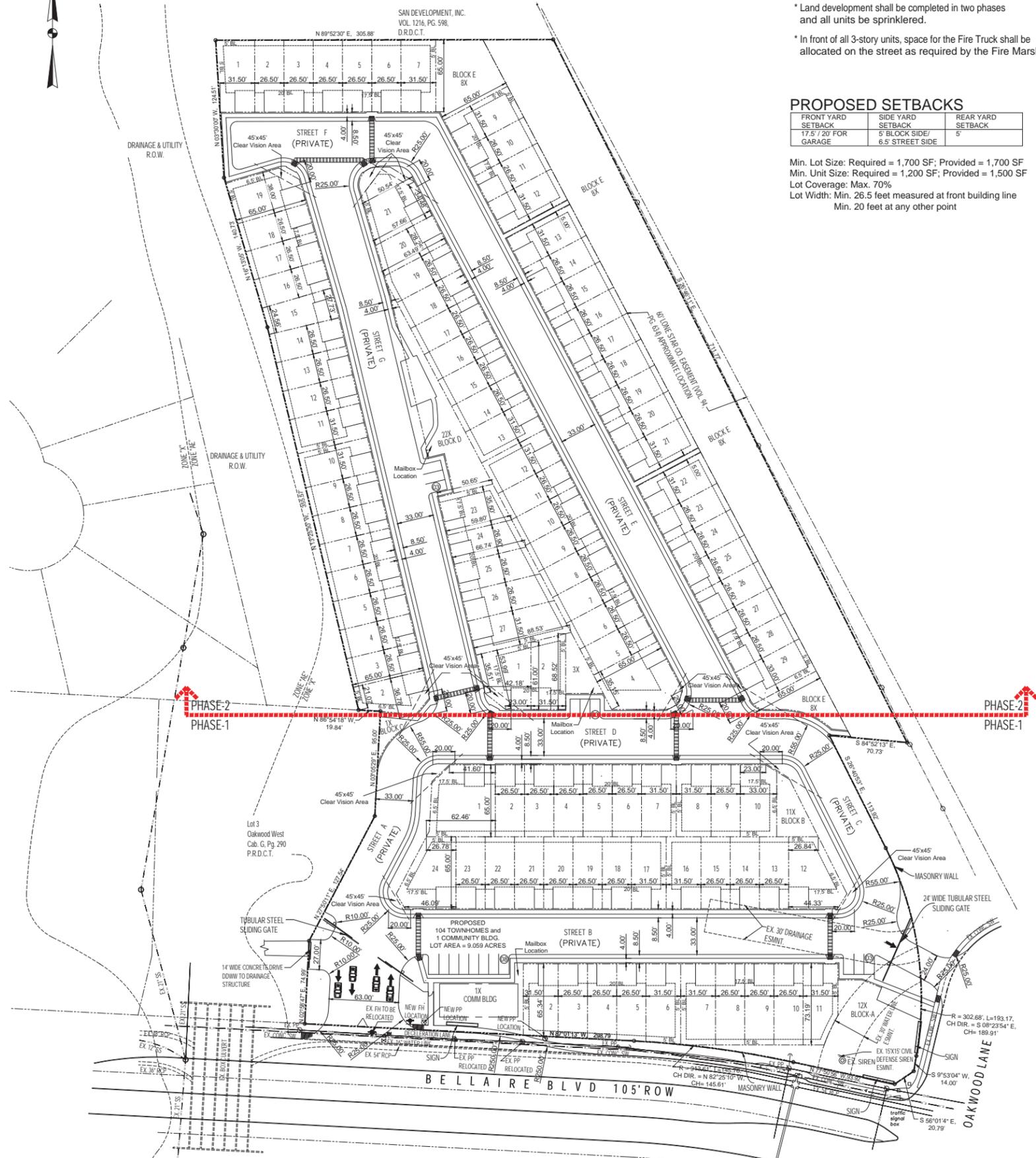
One of the most attractive aspects of this development is the inclusion of the 60' wide ATMOS Co. Utilities Easement. This easement runs the length of the eastern side of the property. This easement provides the residents an existing 'greenbelt' and 'park' with trails and canopy trees. The existing trees and shrubs within the easement will not be disturbed.

### **SIGNAGE**

1. Two wall mounted subdivision identity signs in the masonry wall along Bellaire Blvd and one along Oakwood Lane will be provided.
2. Sign design and construction to adhere to Subdivision identity signs and sign specification and regulations in the City of Lewisville's Ch. 11 Codes and Ordinances.

## REQUESTED DEVIATIONS

ZONING STANDARDS	REQUIRED TH-2	REQUESTED TH-2
<b>Standard Street Design</b>	Residential Street 50' ROW. 8.5 feet parkway on each side of the 33' BB Paving.	On 'Street A' and 'Street C', 17' parkway on one side of the 33'BB Paving.
<b>Minimum Dwelling Unit Size</b>	1,200 square feet	1,500 square feet
<b>Minimum Lot Width</b>	20 feet at any point	26.5 feet measured at front building line. 20 feet minimum at any other point
<b>Minimum Lot Depth</b>	75 feet	65 feet measured at the center of lot (Lots 1, 2, 20, 21, 23, and 24 in Block D have less than 65 feet depth. In lieu, the width of all these lots is increased; Lots 1, 21, and 23 are much bigger in size and have longer facades facing street; Lot 2 and 23 are next to landscaped areas.)
<b>Minimum Side Yard</b>	6.5' on each side of block. 10' adjacent to street	5' on each side of group of dwellings and 6.5 feet adjacent to the street.
<b>Maximum Height</b>	2.5 stories or 35 feet	40 feet with a maximum of three (3) stories
<b>Street Intersection Layout</b>	90 degree	60 degree



\* Land development shall be completed in two phases and all units be sprinklered.  
 \* In front of all 3-story units, space for the Fire Truck shall be allocated on the street as required by the Fire Marshall.

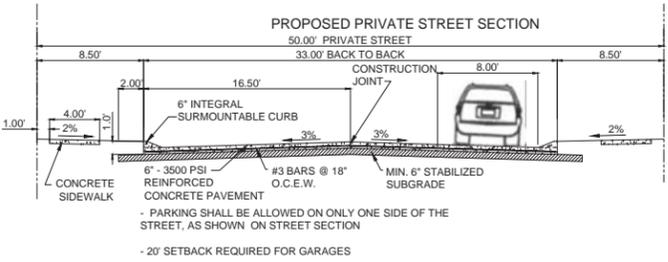
**PROPOSED SETBACKS**

FRONT YARD SETBACK	SIDE YARD SETBACK	REAR YARD SETBACK
17.5' / 20' FOR GARAGE	5' BLOCK SIDE / 6.5' STREET SIDE	5'

Min. Lot Size: Required = 1,700 SF; Provided = 1,700 SF  
 Min. Unit Size: Required = 1,200 SF; Provided = 1,500 SF  
 Lot Coverage: Max. 70%  
 Lot Width: Min. 26.5 feet measured at front building line  
 Min. 20 feet at any other point

**GENERAL NOTES:**

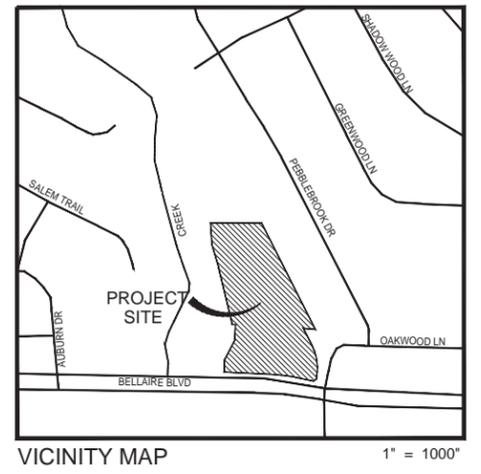
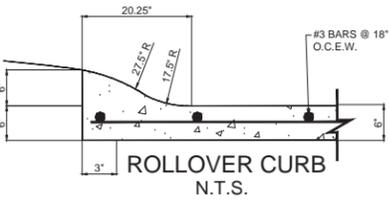
- ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS OF LEWISVILLE, TEXAS.
- CONTRACTOR SHALL PROVIDE "AS BUILT" PLANS TO THE ENGINEER SO THAT THE REPRODUCIBLE OF THE ENGINEERING PLANS MAY BE CORRECTED TO REFLECT "AS BUILT" CONDITIONS.
- THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE AND MAINTAIN ALL NECESSARY WARNING AND SAFETY DEVICES (FLASHING LIGHTS, BARRICADES, SIGNS, ETC.) TO PROTECT THE PUBLIC SAFETY AND HEALTH UNTIL THE WORK HAS BEEN COMPLETED AND ACCEPTED BY THE CITY.
- THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND VERIFY IN THE FIELD ANY UTILITIES THAT MAY CONFLICT WITH HIS CONSTRUCTION. AT LEAST 24 HOURS PRIOR TO BEGINNING CONSTRUCTION IN THE VICINITY OF UNDERGROUND UTILITIES.



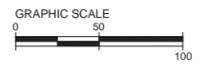
LOT BLOCK ANALYSIS				LOT BLOCK ANALYSIS				LOT BLOCK ANALYSIS			
Block	Lot	Square Feet	Acres	Block	Lot	Square Feet	Acres	Block	Lot	Square Feet	Acres
S-111-A	1	17,500	0.40	B	1	17,500	0.40	D	1	17,500	0.40
S-111-B	2	17,500	0.40	B	2	17,500	0.40	D	2	17,500	0.40
S-111-C	3	17,500	0.40	B	3	17,500	0.40	D	3	17,500	0.40
S-111-D	4	17,500	0.40	B	4	17,500	0.40	D	4	17,500	0.40
S-111-E	5	17,500	0.40	B	5	17,500	0.40	D	5	17,500	0.40
S-111-F	6	17,500	0.40	B	6	17,500	0.40	D	6	17,500	0.40
S-111-G	7	17,500	0.40	B	7	17,500	0.40	D	7	17,500	0.40
S-111-H	8	17,500	0.40	B	8	17,500	0.40	D	8	17,500	0.40
S-111-I	9	17,500	0.40	B	9	17,500	0.40	D	9	17,500	0.40
S-111-J	10	17,500	0.40	B	10	17,500	0.40	D	10	17,500	0.40
S-111-K	11	17,500	0.40	B	11	17,500	0.40	D	11	17,500	0.40
S-111-L	12	17,500	0.40	B	12	17,500	0.40	D	12	17,500	0.40
S-111-M	13	17,500	0.40	B	13	17,500	0.40	D	13	17,500	0.40
S-111-N	14	17,500	0.40	B	14	17,500	0.40	D	14	17,500	0.40
S-111-O	15	17,500	0.40	B	15	17,500	0.40	D	15	17,500	0.40
S-111-P	16	17,500	0.40	B	16	17,500	0.40	D	16	17,500	0.40
S-111-Q	17	17,500	0.40	B	17	17,500	0.40	D	17	17,500	0.40
S-111-R	18	17,500	0.40	B	18	17,500	0.40	D	18	17,500	0.40
S-111-S	19	17,500	0.40	B	19	17,500	0.40	D	19	17,500	0.40
S-111-T	20	17,500	0.40	B	20	17,500	0.40	D	20	17,500	0.40
S-111-U	21	17,500	0.40	B	21	17,500	0.40	D	21	17,500	0.40
S-111-V	22	17,500	0.40	B	22	17,500	0.40	D	22	17,500	0.40
S-111-W	23	17,500	0.40	B	23	17,500	0.40	D	23	17,500	0.40
S-111-X	24	17,500	0.40	B	24	17,500	0.40	D	24	17,500	0.40
S-111-Y	25	17,500	0.40	B	25	17,500	0.40	D	25	17,500	0.40
S-111-Z	26	17,500	0.40	B	26	17,500	0.40	D	26	17,500	0.40
S-111-AA	27	17,500	0.40	B	27	17,500	0.40	D	27	17,500	0.40
S-111-AB	28	17,500	0.40	B	28	17,500	0.40	D	28	17,500	0.40
S-111-AC	29	17,500	0.40	B	29	17,500	0.40	D	29	17,500	0.40
S-111-AD	30	17,500	0.40	B	30	17,500	0.40	D	30	17,500	0.40
S-111-AE	31	17,500	0.40	B	31	17,500	0.40	D	31	17,500	0.40
S-111-AF	32	17,500	0.40	B	32	17,500	0.40	D	32	17,500	0.40
S-111-AG	33	17,500	0.40	B	33	17,500	0.40	D	33	17,500	0.40
S-111-AH	34	17,500	0.40	B	34	17,500	0.40	D	34	17,500	0.40
S-111-AI	35	17,500	0.40	B	35	17,500	0.40	D	35	17,500	0.40
S-111-AJ	36	17,500	0.40	B	36	17,500	0.40	D	36	17,500	0.40
S-111-AK	37	17,500	0.40	B	37	17,500	0.40	D	37	17,500	0.40
S-111-AL	38	17,500	0.40	B	38	17,500	0.40	D	38	17,500	0.40
S-111-AM	39	17,500	0.40	B	39	17,500	0.40	D	39	17,500	0.40
S-111-AN	40	17,500	0.40	B	40	17,500	0.40	D	40	17,500	0.40
S-111-AO	41	17,500	0.40	B	41	17,500	0.40	D	41	17,500	0.40
S-111-AP	42	17,500	0.40	B	42	17,500	0.40	D	42	17,500	0.40
S-111-AQ	43	17,500	0.40	B	43	17,500	0.40	D	43	17,500	0.40
S-111-AR	44	17,500	0.40	B	44	17,500	0.40	D	44	17,500	0.40
S-111-AS	45	17,500	0.40	B	45	17,500	0.40	D	45	17,500	0.40
S-111-AT	46	17,500	0.40	B	46	17,500	0.40	D	46	17,500	0.40
S-111-AU	47	17,500	0.40	B	47	17,500	0.40	D	47	17,500	0.40
S-111-AV	48	17,500	0.40	B	48	17,500	0.40	D	48	17,500	0.40
S-111-AW	49	17,500	0.40	B	49	17,500	0.40	D	49	17,500	0.40
S-111-AX	50	17,500	0.40	B	50	17,500	0.40	D	50	17,500	0.40
S-111-AY	51	17,500	0.40	B	51	17,500	0.40	D	51	17,500	0.40
S-111-AZ	52	17,500	0.40	B	52	17,500	0.40	D	52	17,500	0.40
S-111-BA	53	17,500	0.40	B	53	17,500	0.40	D	53	17,500	0.40
S-111-BB	54	17,500	0.40	B	54	17,500	0.40	D	54	17,500	0.40
S-111-BC	55	17,500	0.40	B	55	17,500	0.40	D	55	17,500	0.40
S-111-BD	56	17,500	0.40	B	56	17,500	0.40	D	56	17,500	0.40
S-111-BE	57	17,500	0.40	B	57	17,500	0.40	D	57	17,500	0.40
S-111-BF	58	17,500	0.40	B	58	17,500	0.40	D	58	17,500	0.40
S-111-BG	59	17,500	0.40	B	59	17,500	0.40	D	59	17,500	0.40
S-111-BH	60	17,500	0.40	B	60	17,500	0.40	D	60	17,500	0.40
S-111-BI	61	17,500	0.40	B	61	17,500	0.40	D	61	17,500	0.40
S-111-BJ	62	17,500	0.40	B	62	17,500	0.40	D	62	17,500	0.40
S-111-BK	63	17,500	0.40	B	63	17,500	0.40	D	63	17,500	0.40
S-111-BL	64	17,500	0.40	B	64	17,500	0.40	D	64	17,500	0.40
S-111-BM	65	17,500	0.40	B	65	17,500	0.40	D	65	17,500	0.40
S-111-BN	66	17,500	0.40	B	66	17,500	0.40	D	66	17,500	0.40
S-111-BO	67	17,500	0.40	B	67	17,500	0.40	D	67	17,500	0.40
S-111-BP	68	17,500	0.40	B	68	17,500	0.40	D	68	17,500	0.40
S-111-BQ	69	17,500	0.40	B	69	17,500	0.40	D	69	17,500	0.40
S-111-BR	70	17,500	0.40	B	70	17,500	0.40	D	70	17,500	0.40
S-111-BS	71	17,500	0.40	B	71	17,500	0.40	D	71	17,500	0.40
S-111-BT	72	17,500	0.40	B	72	17,500	0.40	D	72	17,500	0.40
S-111-BU	73	17,500	0.40	B	73	17,500	0.40	D	73	17,500	0.40
S-111-BV	74	17,500	0.40	B	74	17,500	0.40	D	74	17,500	0.40
S-111-BW	75	17,500	0.40	B	75	17,500	0.40	D	75	17,500	0.40
S-111-BX	76	17,500	0.40	B	76	17,500	0.40	D	76	17,500	0.40
S-111-BY	77	17,500	0.40	B	77	17,500	0.40	D	77	17,500	0.40
S-111-BZ	78	17,500	0.40	B	78	17,500	0.40	D	78	17,500	0.40
S-111-CA	79	17,500	0.40	B	79	17,500	0.40	D	79	17,500	0.40
S-111-CB	80	17,500	0.40	B	80	17,500	0.40	D	80	17,500	0.40
S-111-CC	81	17,500	0.40	B	81	17,500	0.40	D	81	17,500	0.40
S-111-CD	82	17,500	0.40	B	82	17,500	0.40	D	82	17,500	0.40
S-111-CE	83	17,500	0.40	B	83	17,500	0.40	D	83	17,500	0.40
S-111-CE	84	17,500	0.40	B	84	17,500	0.40	D	84	17,500	0.40
S-111-CE	85	17,500	0.40	B	85	17,500	0.40	D	85	17,500	0.40
S-111-CE	86	17,500	0.40	B	86	17,500	0.40	D	86	17,500	0.40
S-111-CE	87	17,500	0.40	B	87	17,500	0.40	D	87	17,500	0.40
S-111-CE	88	17,500	0.40	B	88	17,500	0.40	D	88	17,500	0.40
S-111-CE	89	17,500	0.40	B	89	17,500	0.40	D	89	17,500	0.40
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S-111-CE	91	17,500	0.40	B	91	17,500	0.40	D	91	17,500	0.40
S-111-CE	92	17,500	0.40	B	92	17,500	0.40	D	92	17,500	0.40
S-111-CE	93	17,500	0.40	B	93	17,500	0.40	D	93	17,500	0.40
S-111-CE	94	17,500	0.40	B	94	17,500	0.40	D	94	17,500	0.40
S-111-CE	95	17,500	0.40	B	95	17,500	0.40	D	95	17,500	0.40
S-111-CE	96	17,500	0.40	B	96	17,500	0.40	D	96	17,500	0.40
S-111-CE	97	17,500	0.40	B	97	17,500	0.40	D	97	17,500	0.40
S-111-CE	98	17,500	0.40	B	98	17,500	0.40	D	98	17,500	0.40
S-111-CE	99	17,500	0.40	B	99	17,500	0.40	D	99	17,500	0.40
S-111-CE	100	17,500	0.40	B	100	17,500	0.40	D	100	17,500	0.40

**LOT SIZES CHART**

**NOTE:**  
 PHASE-1 SHALL HAVE ALL INFRASTRUCTURE CONSTRUCTED FIRST BEFORE BUILDING UNITS.  
 ONCE PHASE-1 IS COMPLETED, PHASE-2 INFRASTRUCTURE SHALL BE COMPLETED TO BE FOLLOWED BY THE CONSTRUCTION OF UNITS.



**01 ENGINEERING SITE PLAN AND DIMENSION CONTROL**  
 SCALE: 1" = 50'-0"



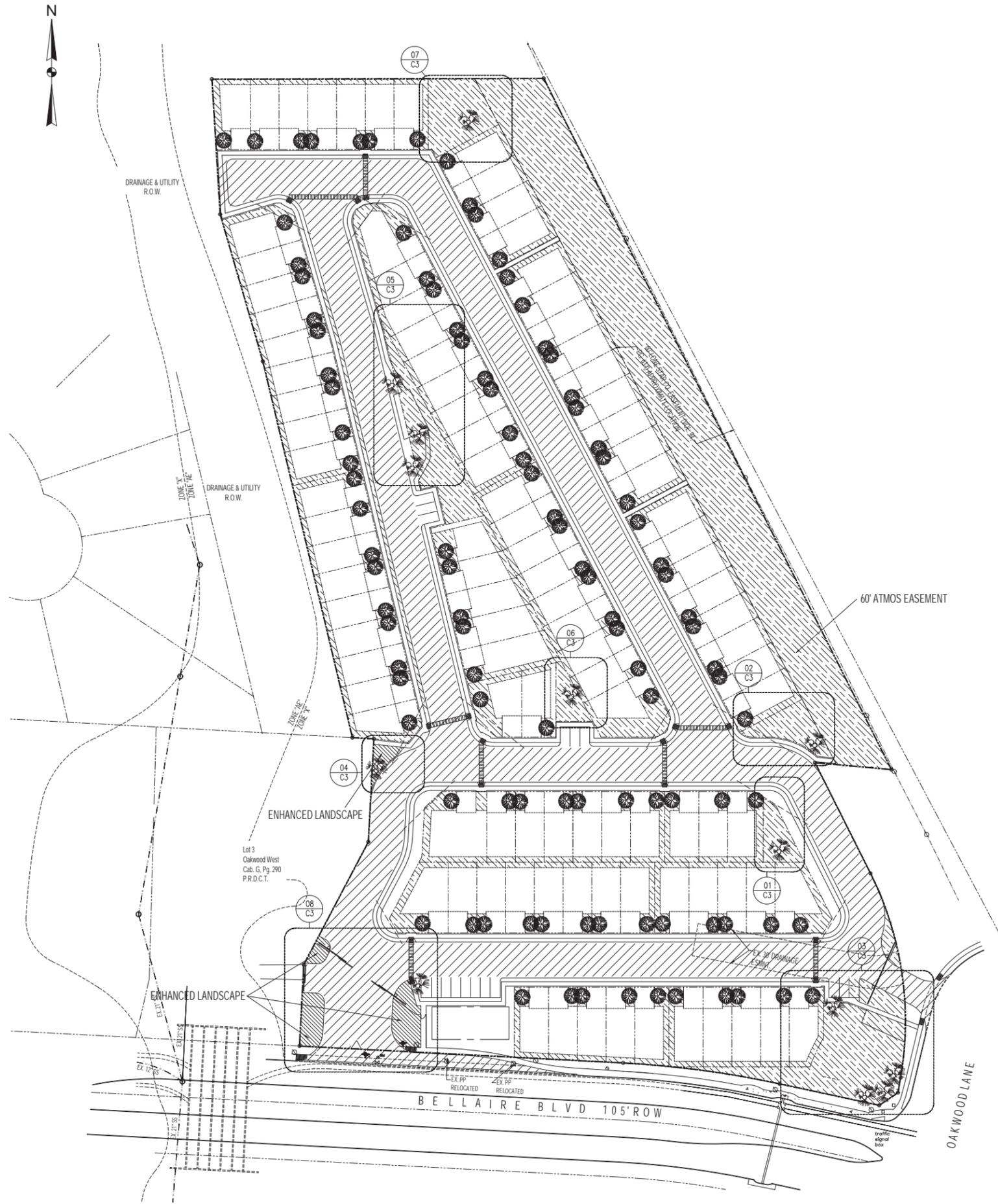
**CONCEPT PLAN**

DEVELOPER:

ARCHITECT:

**ARK DESIGN CONCEPTS**  
 ARCHITECTS/ENGINEERS/CONSULTANTS  
 2727 LBJ FREEWAY STE. 827  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

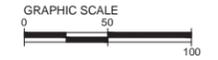
**BELLAIRE TOWNHOMES</**



**01 LANDSCAPE PLAN**  
 SCALE: NTS

**NOTES**

1. C L C d Ord r  
 F r r 23, 2016, 1 d r 2.5" r  
 r d r d d r -  
 T r r r d 105  
 T r r d d 105 D r W  
 E r r r d d  
 d  
 Tr r d d r 13 d C r



-  BALD CYPRESS
-  DESERT WILLOW
-  OYSIA GRASS
-  ENHANCED LANDSCAPE
-  STREET

DEVELOPER:

ARCHITECT:

**ARK DESIGN CONCEPTS**  
 ARCHITECTS/ENGINEERS/CONSULTANTS  
 2727 LBJ FREEWAY STE. 827  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

**BELLAIRE TOWNHOMES**

BELLAIRE BL. D.,  
 LEWIS ILLE, TEXAS

**YG**  
 CONSULTANTS LLC  
 15043 DANEWAY DR.  
 FRISCO, TX 75035  
 TEL: 972- 90- 955  
 FAX: 972-325-27 4  
 TX. R . N . F-10423

REVISIONS	DATE

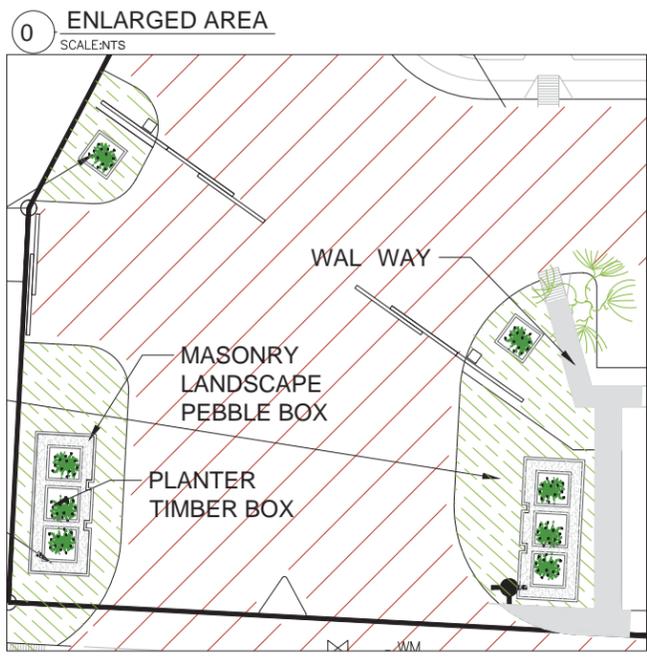
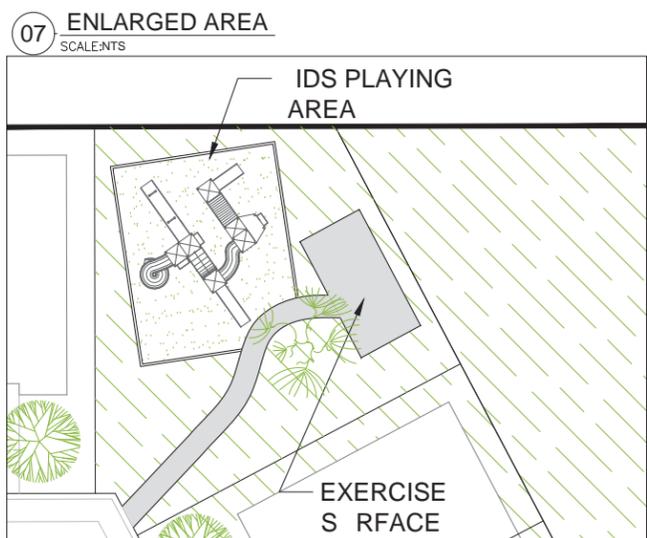
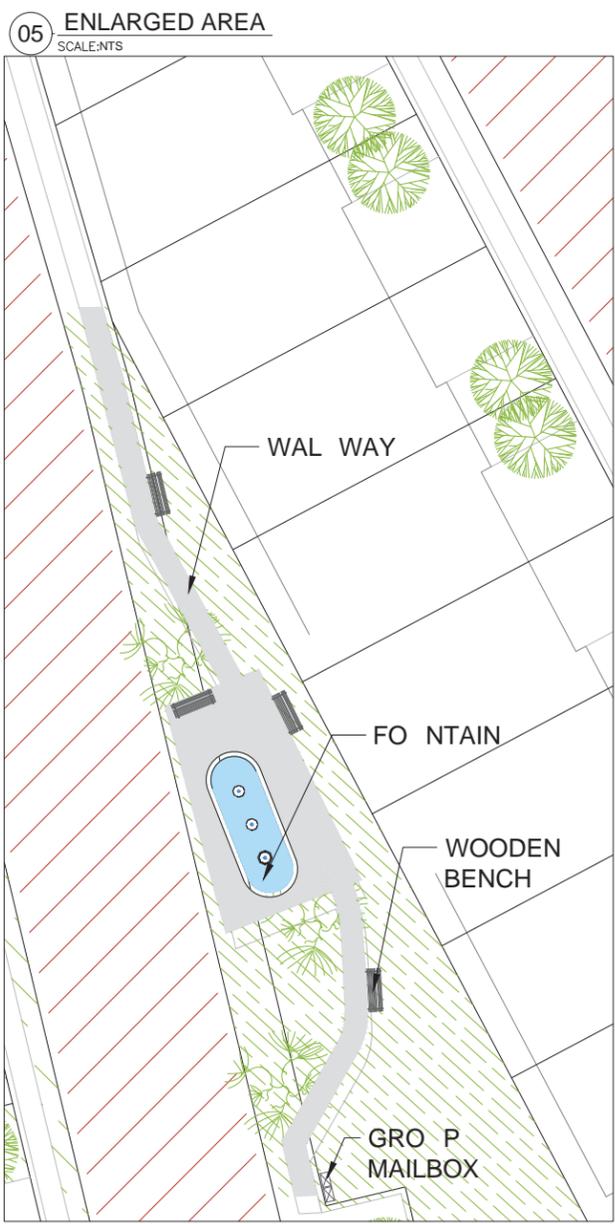
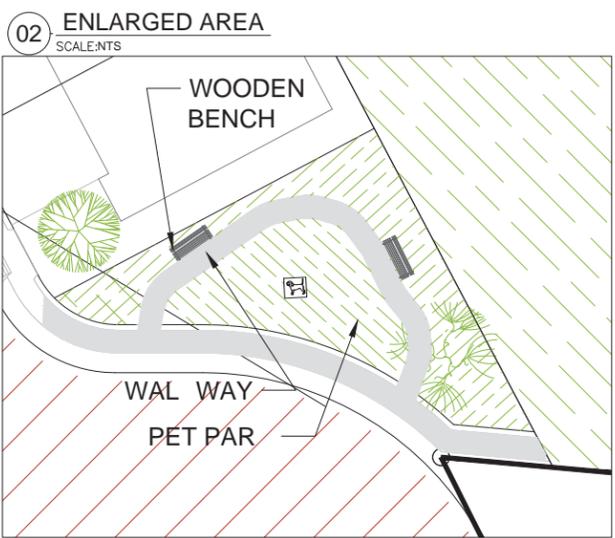
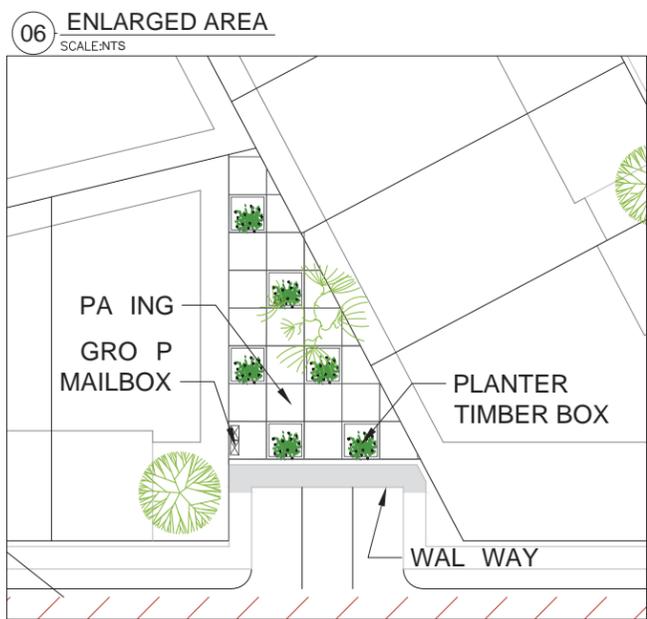
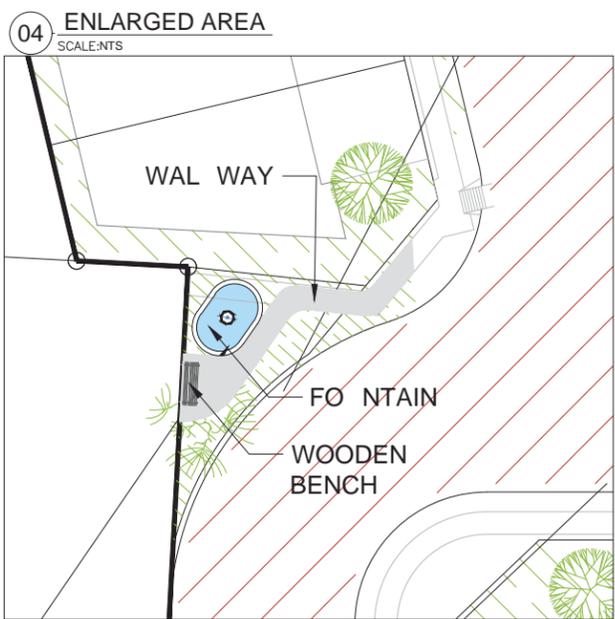
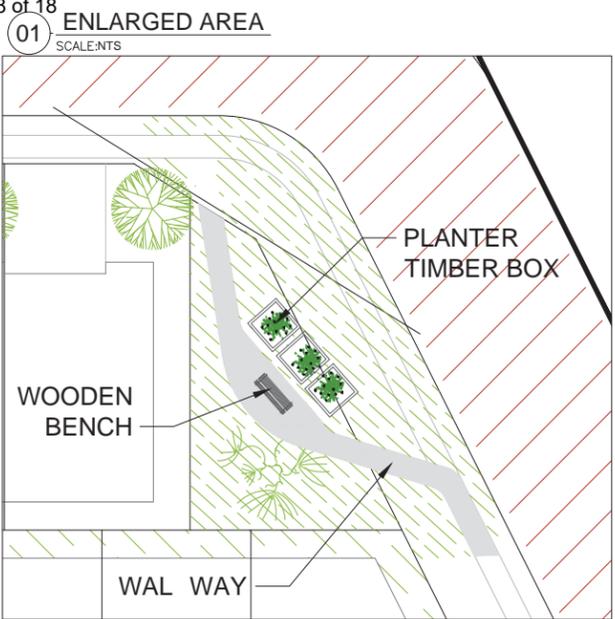
PROFESSIONAL SEAL:

"FOR RE IEW APPRO AL  
 NOT FOR CONSTR CTION"

DWG. TITLE:  
 LANDSCAPE PLAN - 1

PROJECT #: \_\_\_\_\_ JOB# \_\_\_\_\_  
 DESIGN BY: \_\_\_\_\_ YG CONSULTANTS  
 PROJECT COORD: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_ YP  
 DRAWN BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_ 04/25/2017

**C2**  
 SHEET NUMBER



- GRO P MAILBOX
- MASONRY PEBBLE BOX
- FLOWER BOX
- PERGOLA
- BENCH
- FO NTAIN
- BB
- WAL WAY
- BALD CYPRESS
- DESERT WILLOW
- OYSIA GRASS
- ENHANCED LANDSCAPE
- STREET
- DOG PAR

ARCHITECT:  
**ARK DESIGN CONCEPTS**  
 ARCHITECTS/ENGINEERS/CONSULTANTS  
 2727 LBJ FREEWAY STE. 927  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

# BELLAIRE TOWNHOMES

BELLAIRE BL. D.,  
 LEWISVILLE, TEXAS

**YG**  
 CONSULTANTS LLC  
 15043 DANEWAY DR.  
 FRISCO, TX 75035  
 TEL: 972-90-955  
 FAX: 972-325-274  
 TX. R. N. F-10423

REVISIONS	DATE

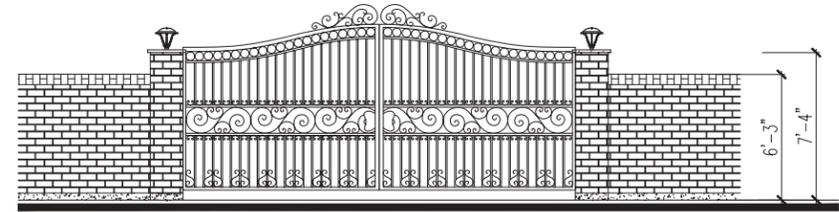
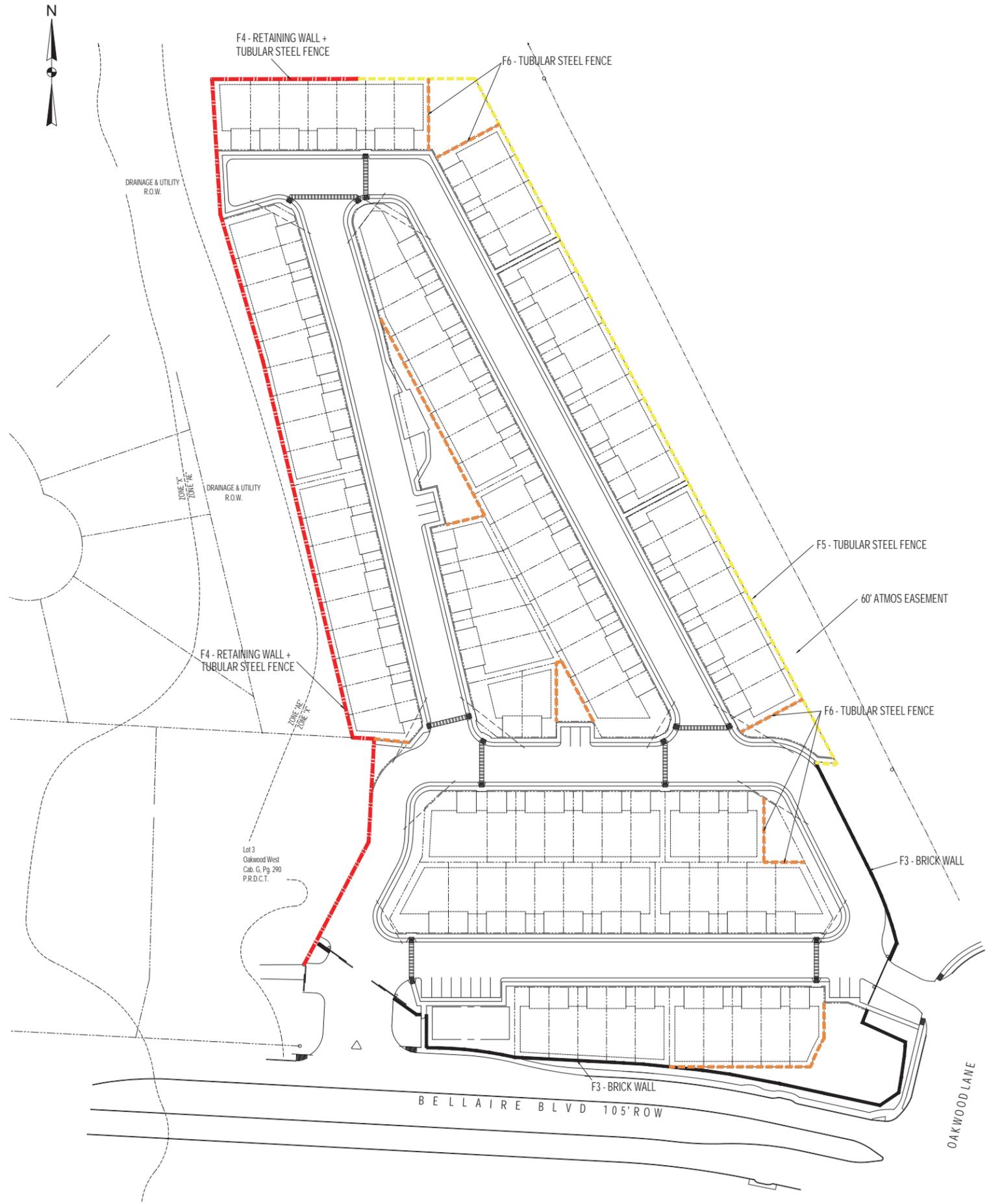
PROFESSIONAL SEAL:

"FOR REVIEW APPROVAL  
 NOT FOR CONSTRUCTION"

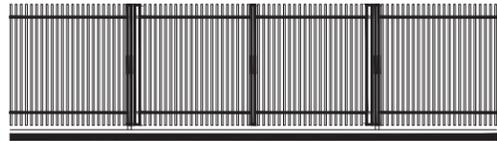
DWG. TITLE:  
 LANDSCAPE PLAN - 2

PROJECT #:	JOB#
DESIGN BY:	YG CONSULTANTS
PROJECT COORD:	
CHECKED BY:	YP
DRAWN BY:	
DATE:	04/25/2017

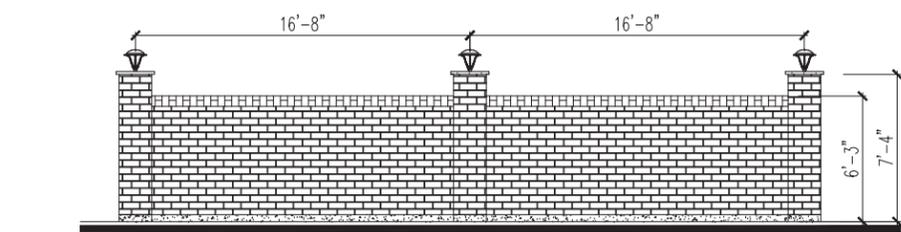
**C3**  
 SHEET NUMBER



24' MAIN GATE

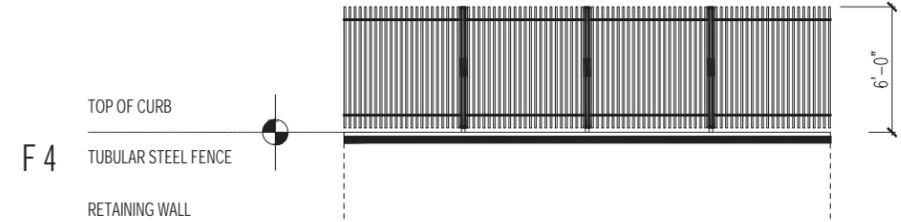


14' SIDE GATE



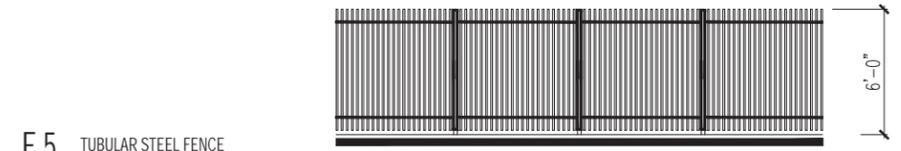
F3

BRICK WALL



F4

TUBULAR STEEL FENCE  
 RETAINING WALL



F5

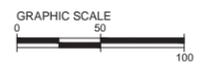
TUBULAR STEEL FENCE



F6

TUBULAR STEEL FENCE

**01 FENCING PLAN**  
 SCALE: NTS



- F3 - MASONRY BRICK WALL
- F4 - RETAINING WALL TUBULAR STEEL FENCE
- F5 - TUBULAR STEEL FENCE 6
- F6 - TUBULAR STEEL FENCE 4

DEVELOPER:

ARCHITECT:

2727 LBJ FREEWAY STE. 827  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

**BELLAIRE TOWNHOMES**

BELLAIRE BL. D.,  
 LEWIS ILLE, TEXAS

**YG**  
 CONSULTANTS LLC  
 15043 DANEWAY DR.  
 FRISCO, TX 75035  
 TEL: 972-90-955  
 FAX: 972-325-27 4  
 TX. R. N. F-10423

REVISIONS	DATE

PROFESSIONAL SEAL:

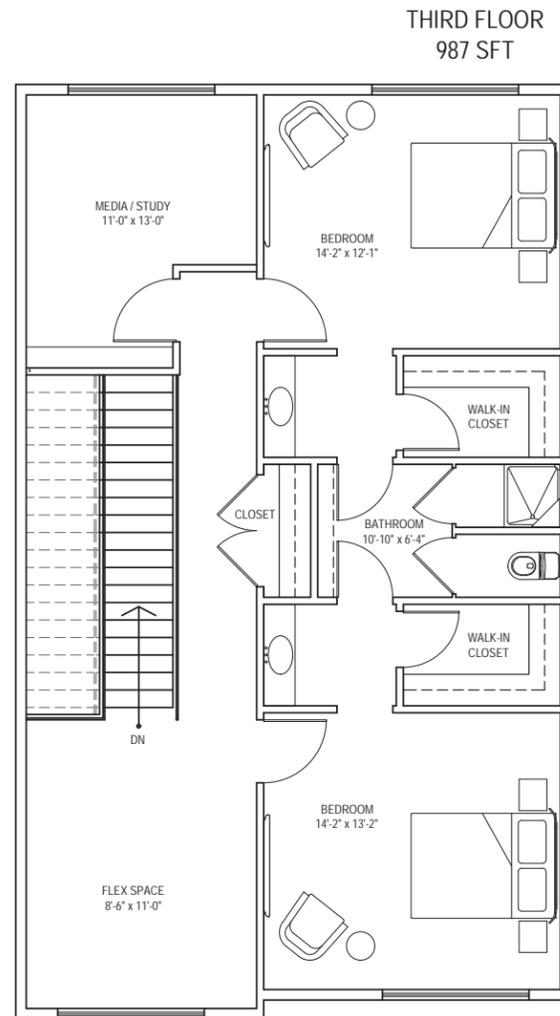
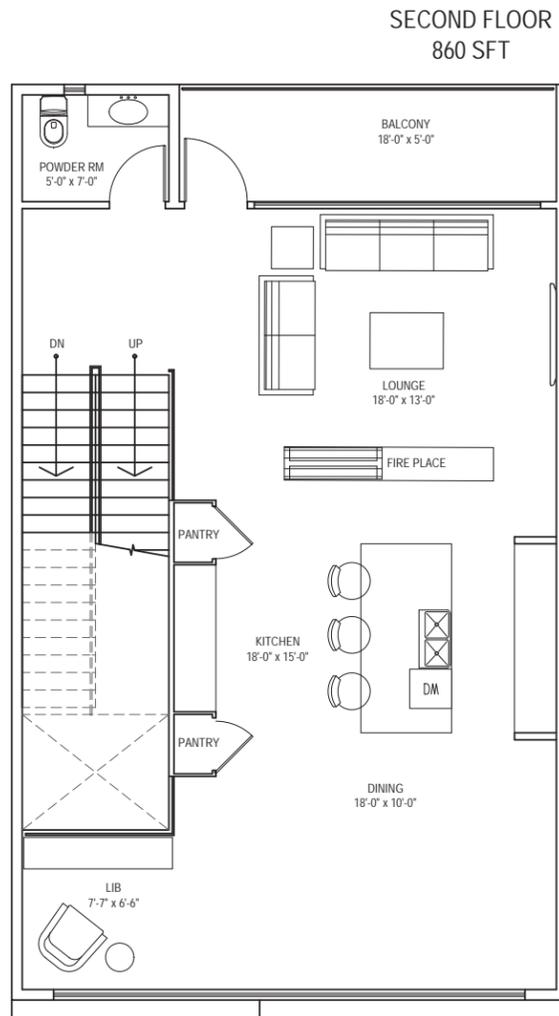
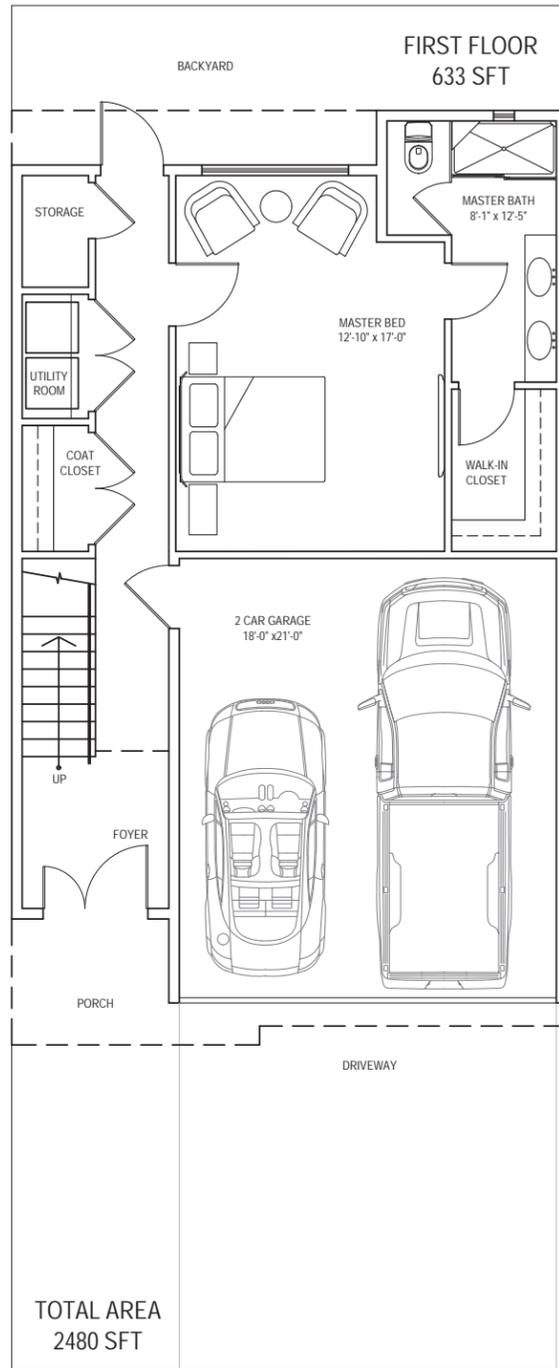
"FOR REVIEW APPROVAL  
 NOT FOR CONSTRUCTION"

DWG. TITLE:

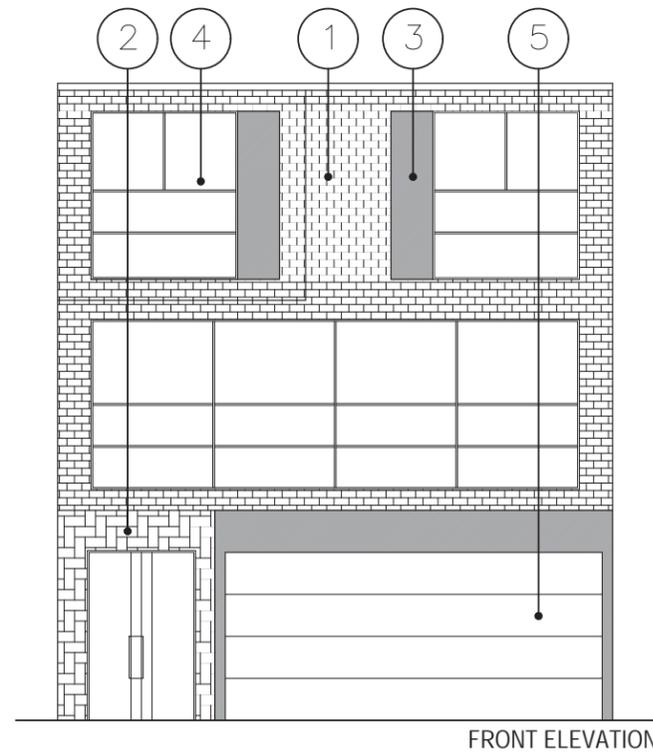
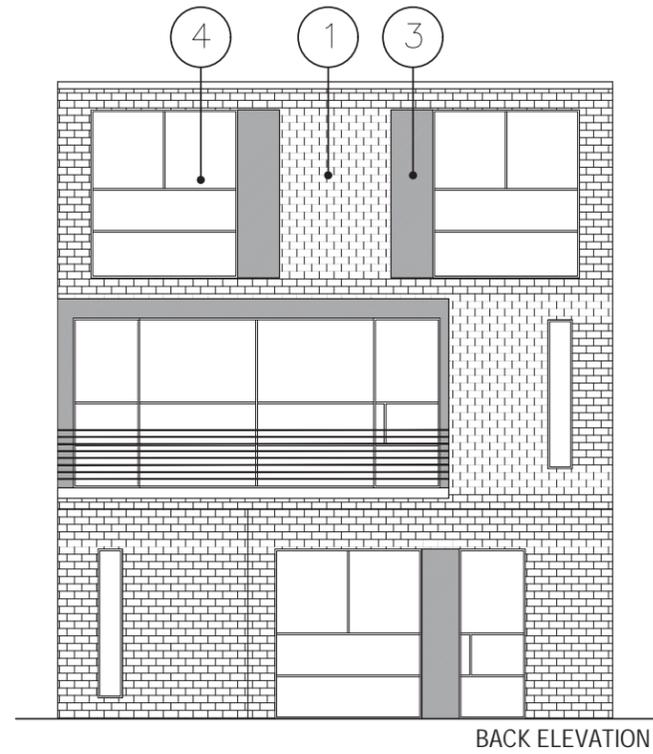
LANDSCAPE AND  
 FENCING PLAN

PROJECT #:	JOB#
DESIGN BY:	YG CONSULTANTS
PROJECT COORD:	
CHECKED BY:	YP
DRAWN BY:	
DATE:	04/25/2017

**C4**  
 SHEET NUMBER



- ① BRICK
- ② STONE
- ③ STUCCO
- ④ GLASS
- ⑤ GARAGE DOOR



2727 LBJ FREEWAY STE. 927  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

PROJECT NAME:  
**BELLAIRE TOWNHOMES**  
 400 BELLAIRE BLVD, LEWISVILLE TX

PROJECT NUMBER:  
 BBTH-16-001

ARCHITECTS:  
 ARK DESIGN CONCEPTS  
 2727 LBJ FREEWAY DALLAS, TX 75234  
 TEL: 214.382.3098  
 PROJECT HEAD - KHALID BAWWA  
 PRINCIPAL - SCOTT JOHNS  
 SENIOR ARCHITECT - FRANK KHOLLOUSI  
 DESIGNERS - BEZA ZANOL, JULIA FUKSMAN, LEANNA HURT

GENERAL CONTRACTOR:  
  
 SHAHAZAY CONSTRUCTION  
 2727 LBJ FREEWAY, DALLAS, TX 75234  
 TEL: 214.382.3098

SEAL/SIGNATURE:

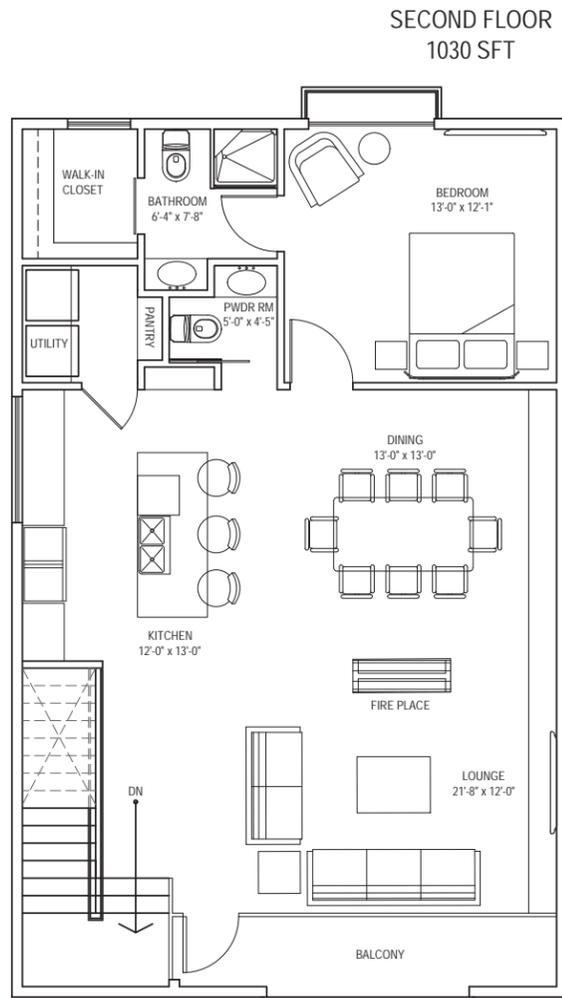
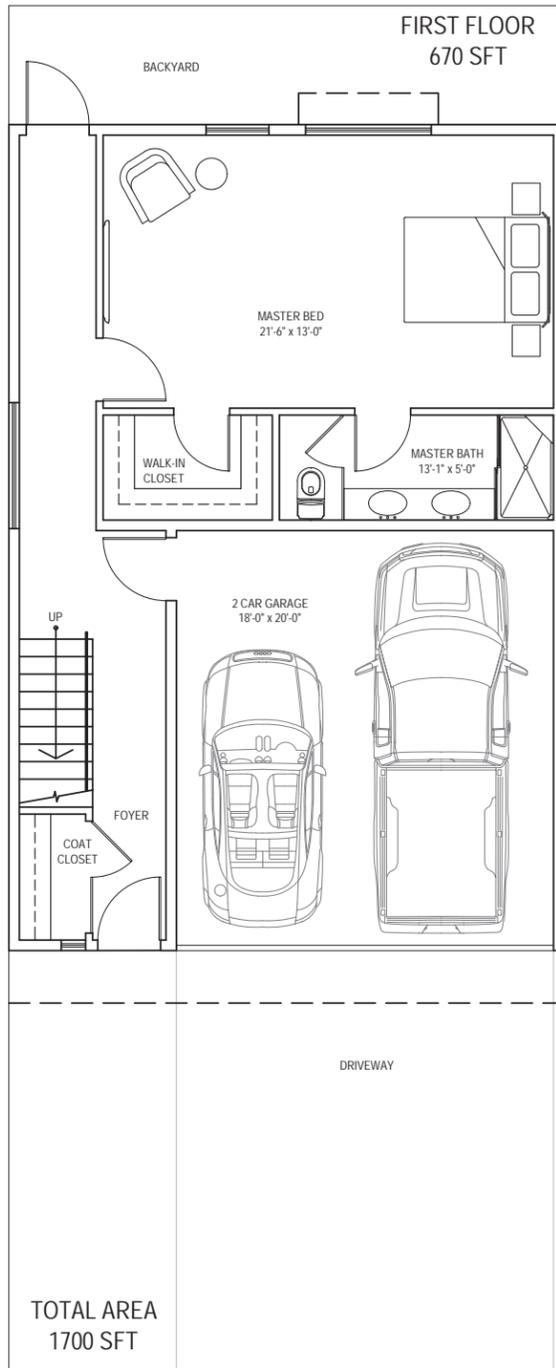
ISSUED FOR:	DATE
REVIEW	04/25/2017

REV #	DATE	DESCRIPTION

SHEET TITLE:  
**HOUSE DESIGN - 1**

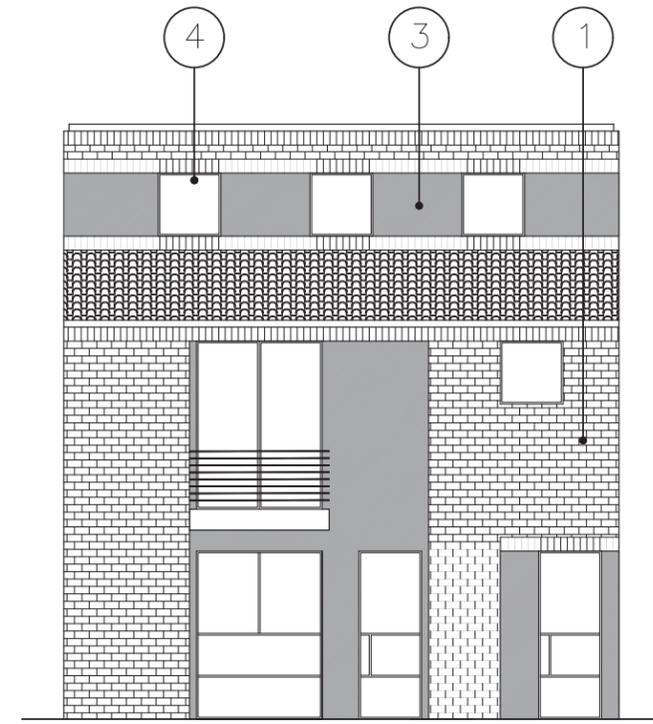
DATE:	04/25/2017
SCALE:	
DRAWN BY:	
CHECK BY:	
SHEET NO.	

**A101**

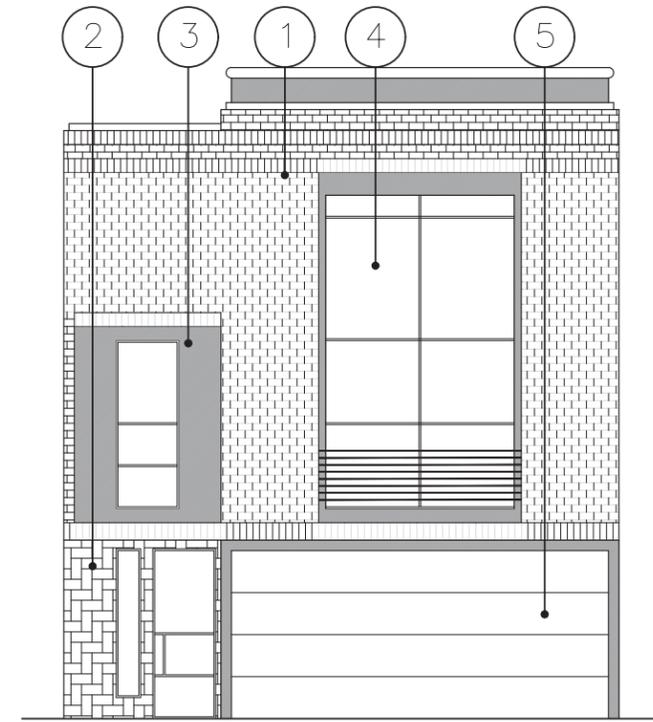


TOTAL AREA  
1700 SFT

- ① BRICK
- ② STONE
- ③ STUCCO
- ④ GLASS
- ⑤ GARAGE DOOR



BACK ELEVATION



FRONT ELEVATION



2727 LBJ FREEWAY STE. 927  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

PROJECT NAME:  
**BELLAIRE TOWNHOMES**  
 400 BELLAIRE BLVD, LEWISVILLE TX

PROJECT NUMBER:  
 BBTH-16-001

ARCHITECTS:  
 ARK DESIGN CONCEPTS  
 2727 LBJ FREEWAY DALLAS, TX 75234  
 TEL: 214.382.3098  
 PROJECT HEAD - KHALID BAWWA  
 PRINCIPAL - SCOTT JOHNS  
 SENIOR ARCHITECT - FRANK KHOLLOUSI  
 DESIGNERS - BEZA ZANOI, JULIA FUKSMAN, LEANNA HURT

GENERAL CONTRACTOR:  
  
 BHAZEY CONSTRUCTION  
 2727 LBJ FREEWAY, DALLAS, TX 75234  
 TEL: 214.382.3098

SEAL/SIGNATURE:

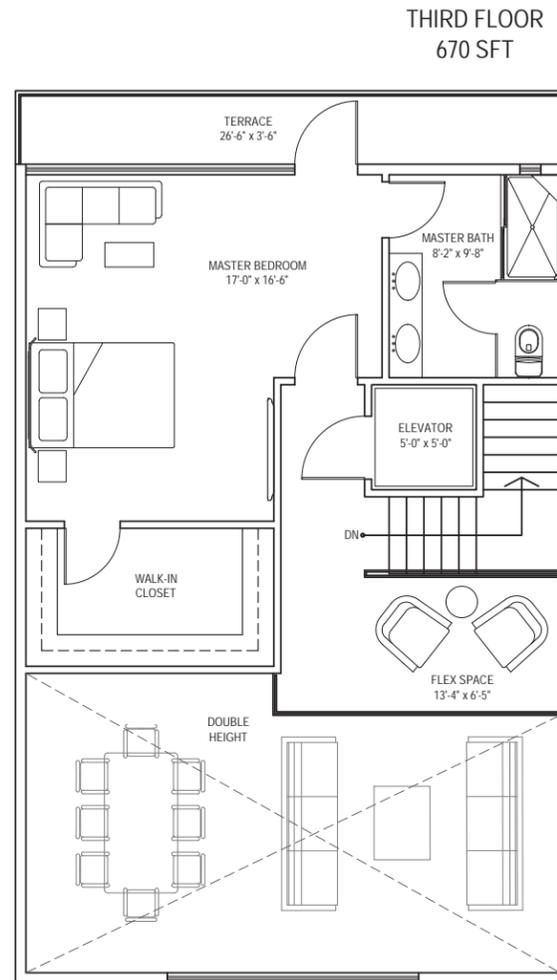
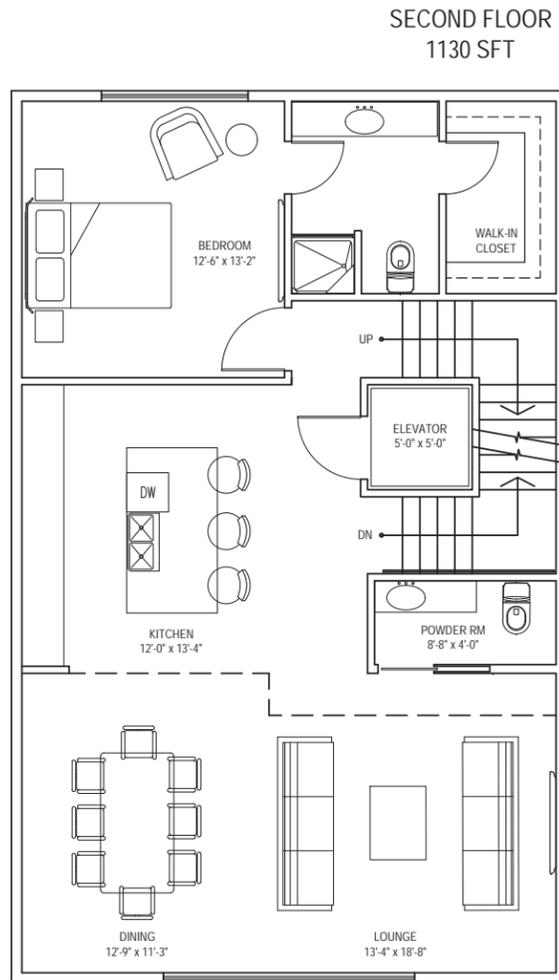
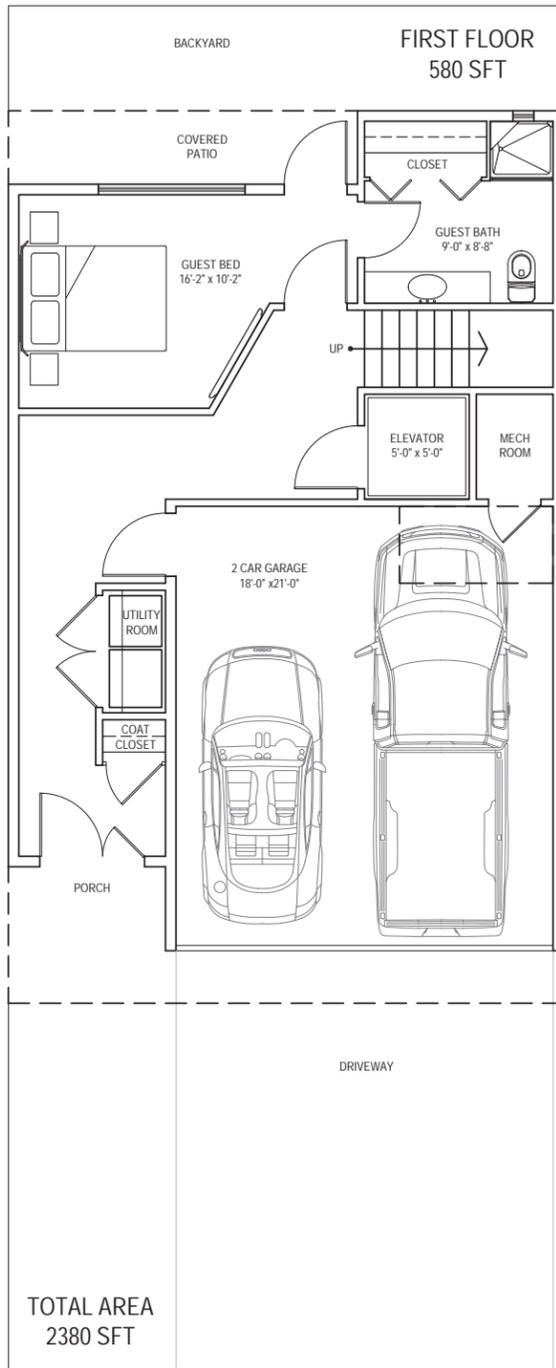
ISSUED FOR:	DATE
REVIEW	04/25/2017

REV #	DATE	DESCRIPTION

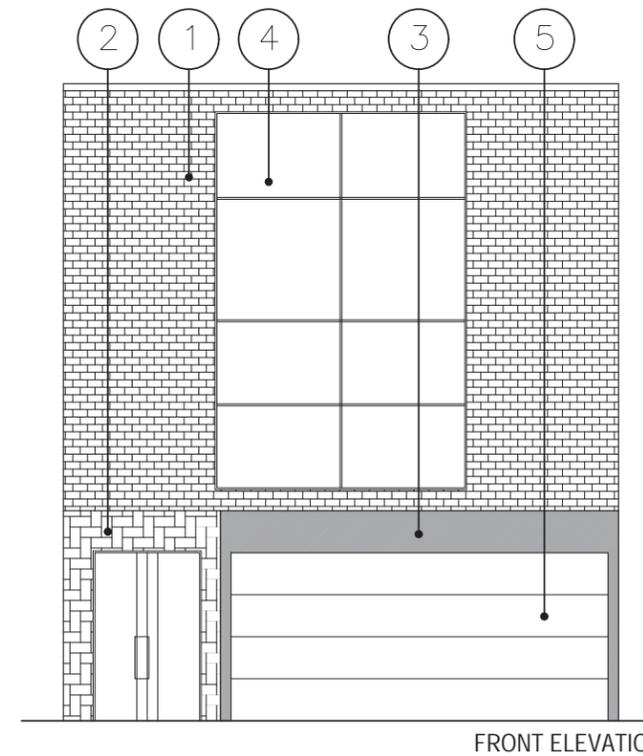
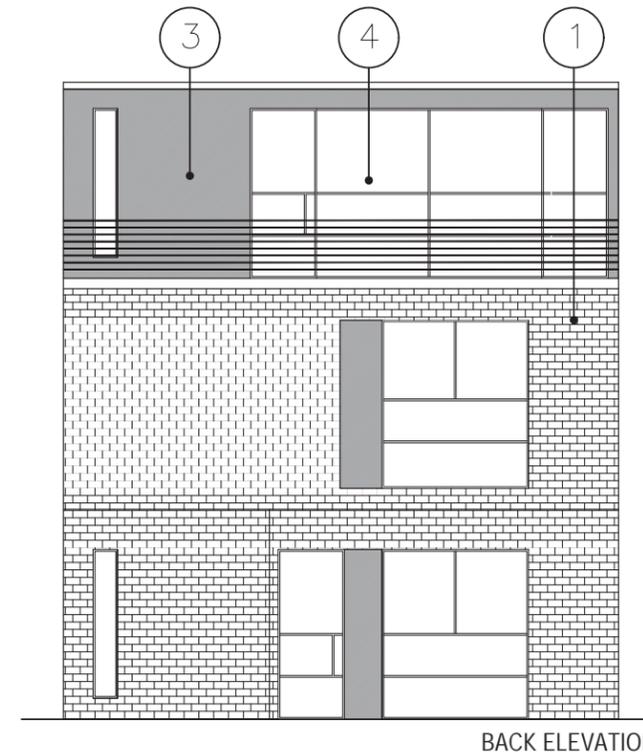
SHEET TITLE:  
**HOUSE DESIGN - 2**

DATE:	04/25/2017
SCALE:	
DRAWN BY:	
CHECK BY:	
SHEET NO.	

**A102**



- ① BRICK
- ② STONE
- ③ STUCCO
- ④ GLASS
- ⑤ GARAGE DOOR



2727 LBJ FREEWAY STE. 927  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

PROJECT NAME:  
**BELLAIRE TOWNHOMES**  
 400 BELLAIRE BLVD, LEWISVILLE TX

PROJECT NUMBER:  
 BBTH-16-001

ARCHITECTS:  
 ARK DESIGN CONCEPTS  
 2727 LBJ FREEWAY DALLAS, TX 75234  
 TEL: 214.382.3098  
 PROJECT HEAD - KHALID BAWWA  
 PRINCIPAL - SCOTT JOHNS  
 SENIOR ARCHITECT - FRANK KHOULOUSI  
 DESIGNERS - BEZA ZANOL, JULIA FUKSMAN, LEANNA HURT

GENERAL CONTRACTOR:  
  
 SHAHAZAY CONSTRUCTION  
 2727 LBJ FREEWAY, DALLAS, TX 75234  
 TEL: 214.382.3098

SEAL/SIGNATURE:

ISSUED FOR:	DATE
REVIEW	04/25/2017

REV #	DATE	DESCRIPTION

SHEET TITLE:  
**HOUSE DESIGN - 3**

DATE:	04/25/2017
SCALE:	
DRAWN BY:	
CHECK BY:	
SHEET NO.	

**A103**



2727 LBJ FREEWAY STE. 927  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

PROJECT NAME:  
**BELLAIRE TOWNHOMES**  
 400 BELLAIRE BLVD, LEWISVILLE TX

PROJECT NUMBER:  
 BBTH-16-001

ARCHITECTS:  
 ARK DESIGN CONCEPTS  
 2727 LBJ FREEWAY DALLAS, TX 75234  
 TEL. 214.382.3098  
 PROJECT HEAD - KHALID BAWWA  
 PRINCIPAL - SCOTT JOHNS  
 SENIOR ARCHITECT - FRANK KHOLLOUSI  
 DESIGNERS - BEZA ZANOL, JULIA FUKSMAN, LEANNA HURT

GENERAL CONTRACTOR:  
  
 SHAHZAY CONSTRUCTION  
 2727 LBJ FREEWAY, DALLAS, TX 75234  
 TEL. 214.382.3098

SEAL/SIGNATURE:

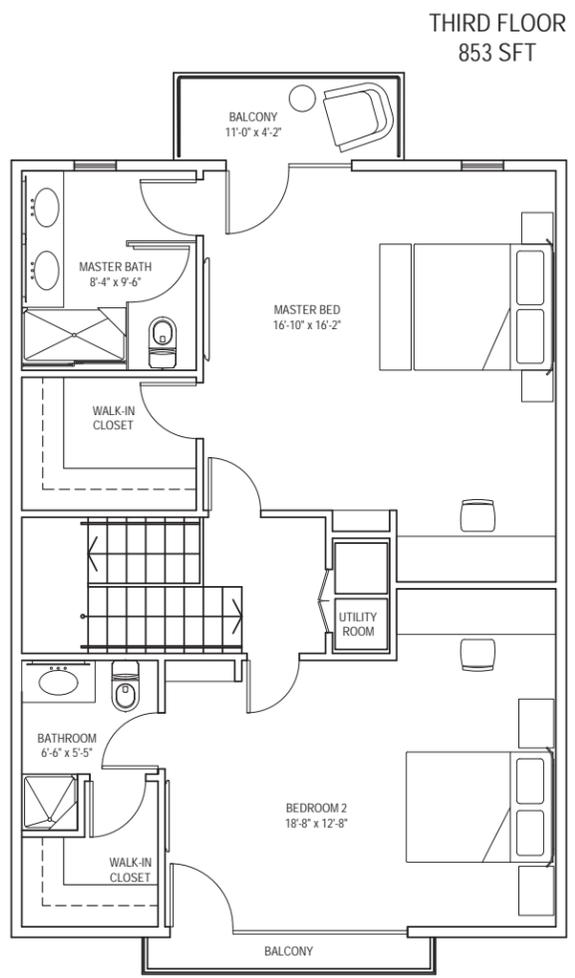
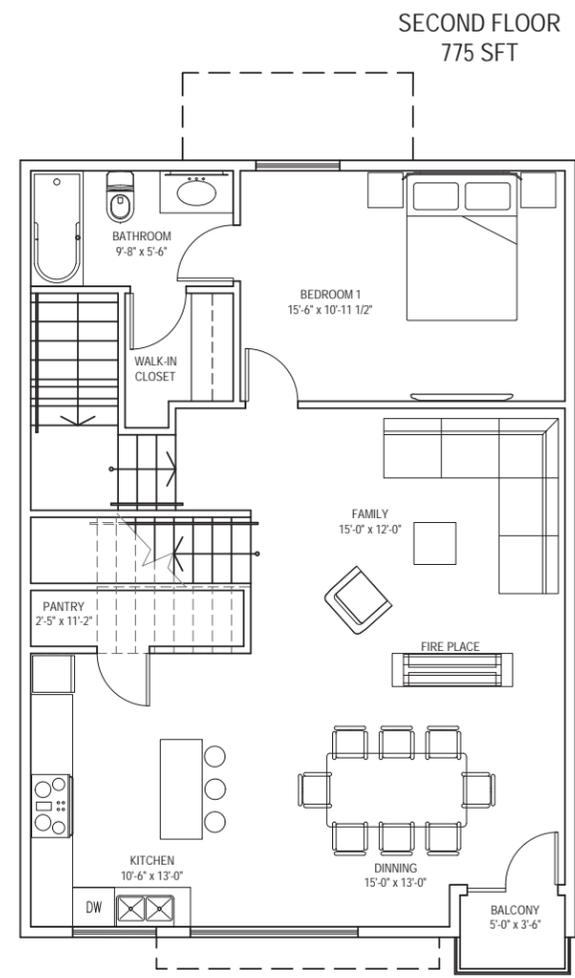
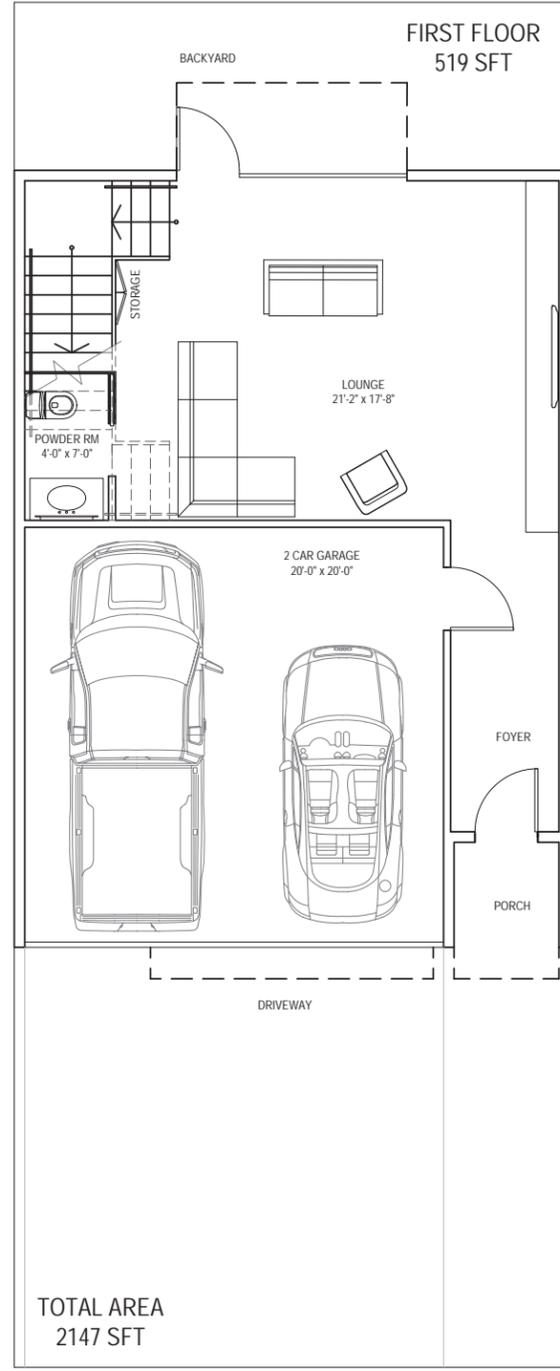
ISSUED FOR:	DATE
REVIEW	04/25/2017

REV #	DATE	DESCRIPTION

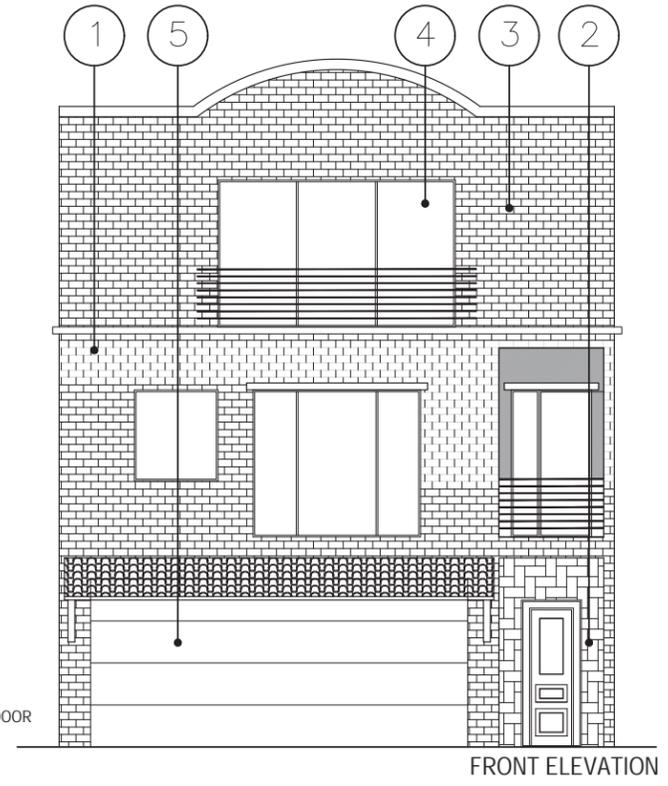
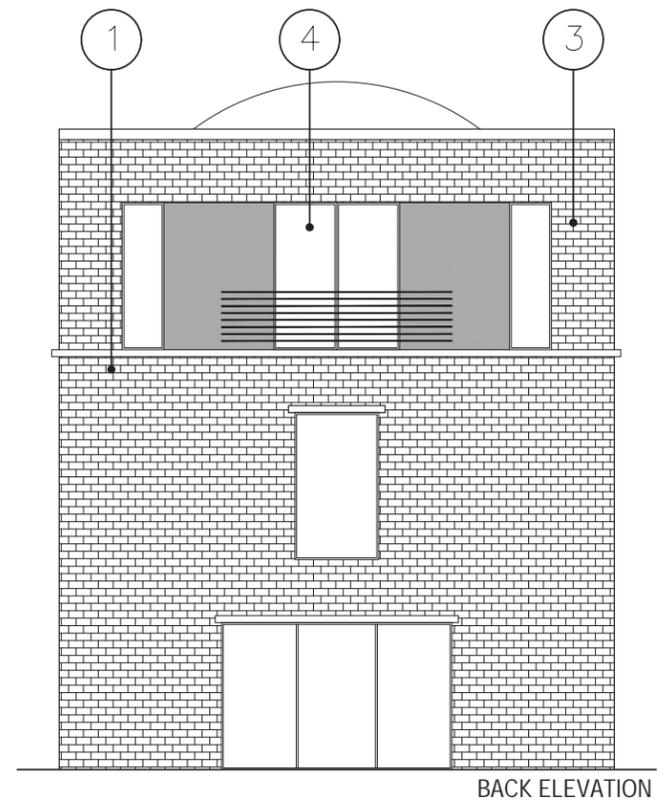
SHEET TITLE:  
**HOUSE DESIGN - 4**

DATE:	04/25/2017
SCALE:	
DRAWN BY:	
CHECK BY:	
SHEET NO.	

**A110**



- ① BRICK
- ② STONE
- ③ STUCCO
- ④ GLASS
- ⑤ GARAGE DOOR





2727 LBJ FREEWAY STE. 927  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

PROJECT NAME:  
**BELLAIRE TOWNHOMES**  
 400 BELLAIRE BLVD, LEWISVILLE TX

PROJECT NUMBER:  
 BBTH-16-001

ARCHITECTS:  
 ARK DESIGN CONCEPTS  
 2727 LBJ FREEWAY DALLAS, TX 75234  
 TEL: 214.382.3098  
 PROJECT HEAD - KHALID BAWWA  
 PRINCIPAL - SCOTT JOHNS  
 SENIOR ARCHITECT - FRANK KHOLLOUSI  
 DESIGNERS - BEZA ZANZI, JULIA FUKSMAN, LEANNA HURT

GENERAL CONTRACTOR:  
  
 BHAZEY CONSTRUCTION  
 2727 LBJ FREEWAY, DALLAS, TX 75234  
 TEL: 214.382.3098

SEAL/SIGNATURE:

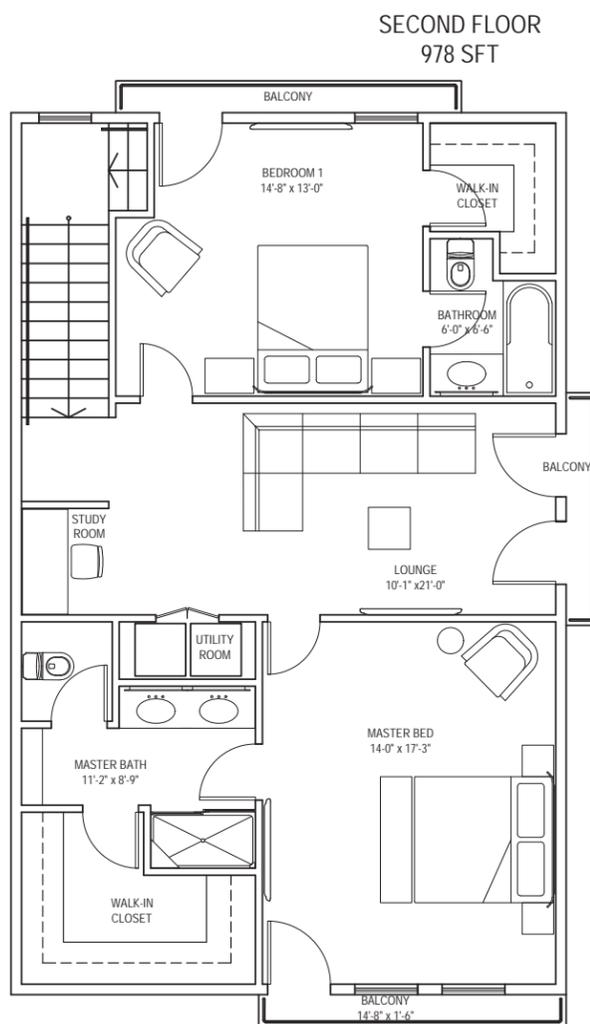
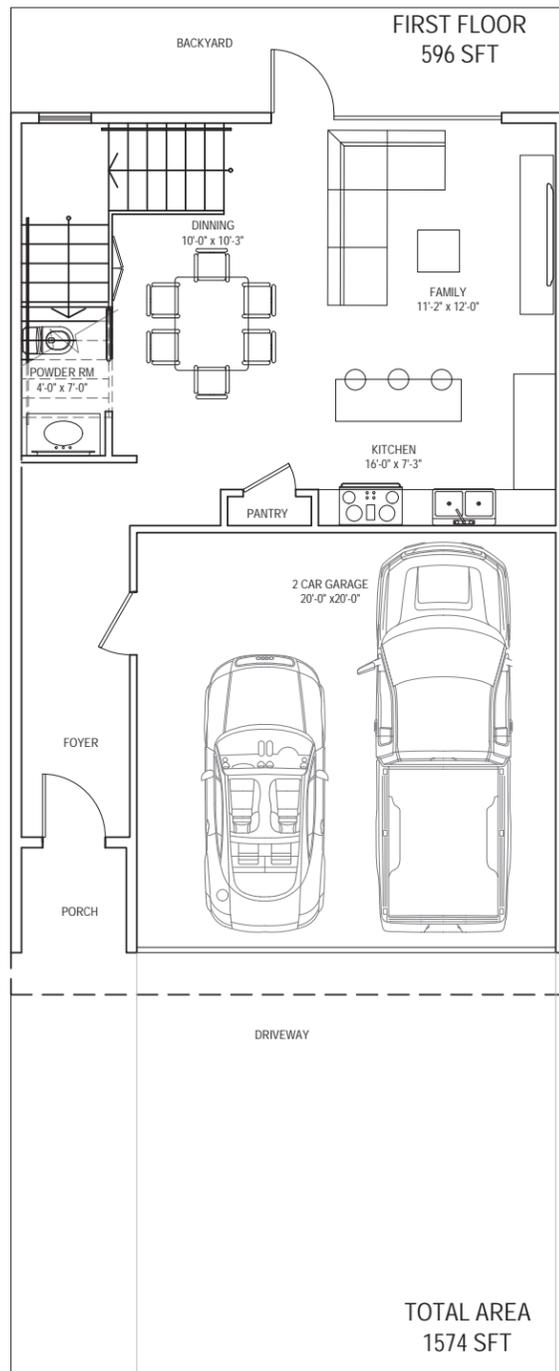
ISSUED FOR:	DATE
REVIEW	04/25/2017

REV #	DATE	DESCRIPTION

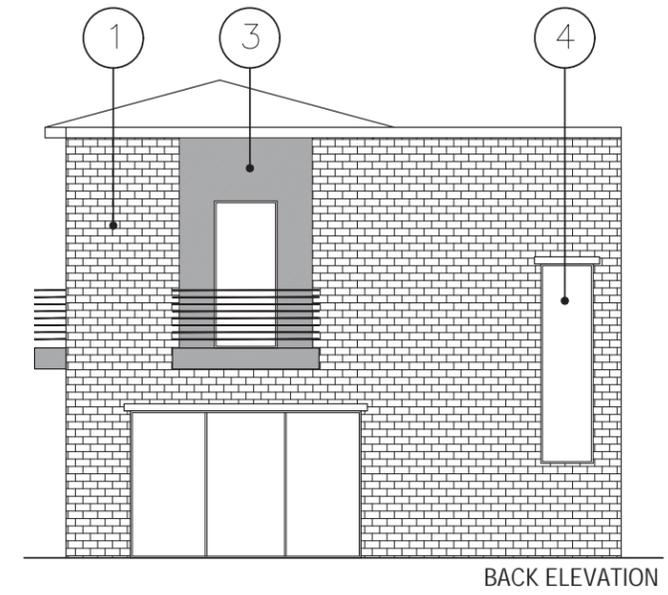
SHEET TITLE:  
**HOUSE DESIGN - 5**

DATE:	04/25/2017
SCALE:	
DRAWN BY:	
CHECK BY:	
SHEET NO.	

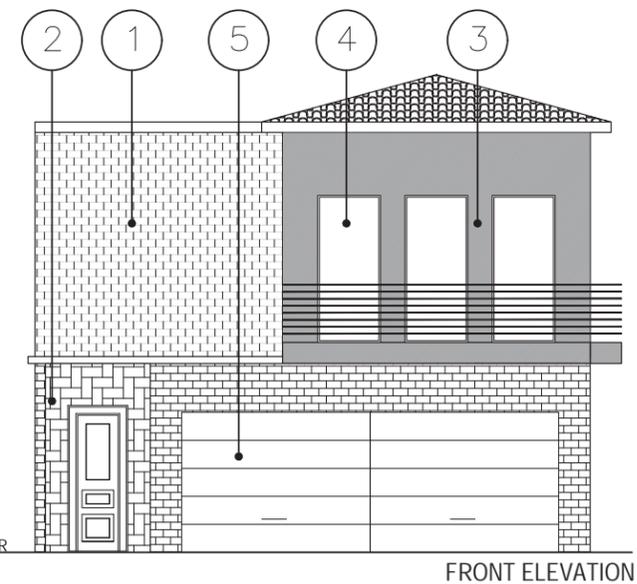
**A111**



TOTAL AREA  
1574 SFT



- ① BRICK
- ② STONE
- ③ STUCCO
- ④ GLASS
- ⑤ GARAGE DOOR





2727 LBJ FREEWAY STE. 927  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

PROJECT NAME:  
**BELLAIRE TOWNHOMES**  
 400 BELLAIRE BLVD, LEWISVILLE TX

PROJECT NUMBER:  
 BBTH-16-001

ARCHITECTS:  
 ARK DESIGN CONCEPTS  
 2727 LBJ FREEWAY DALLAS, TX 75234  
 TEL: 214.382.3098  
 PROJECT HEAD - KHALID BAWWA  
 PRINCIPAL - SCOTT JOHNS  
 SENIOR ARCHITECT - FRANK KHOULOUSI  
 DESIGNERS - BEZA ZANOL, JULIA FUKSMAN, LEANNA HURT

GENERAL CONTRACTOR:  
  
 SHAHAZAY CONSTRUCTION  
 2727 LBJ FREEWAY, DALLAS, TX 75234  
 TEL: 214.382.3098

SEAL/SIGNATURE:

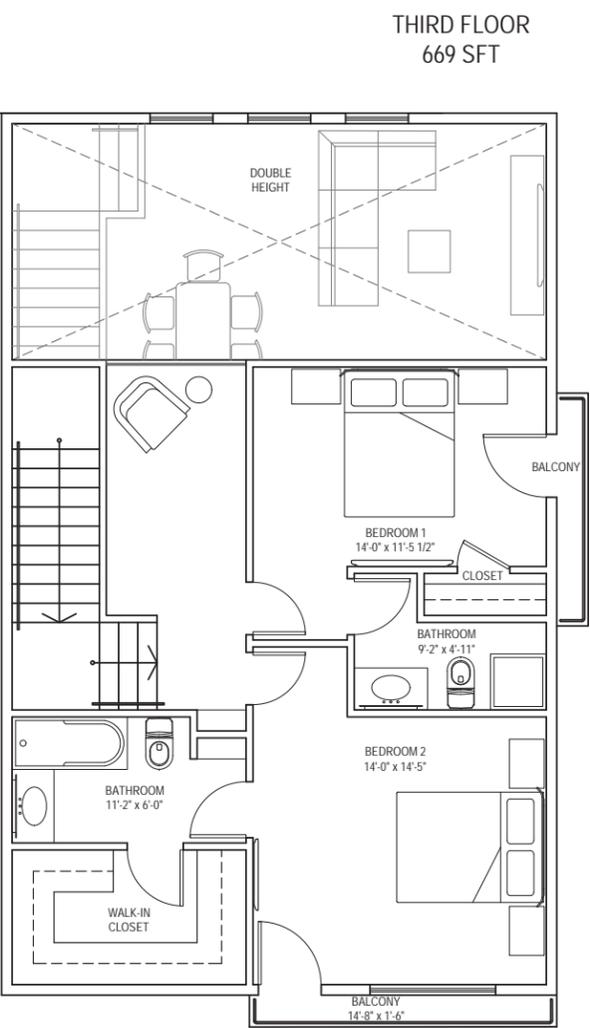
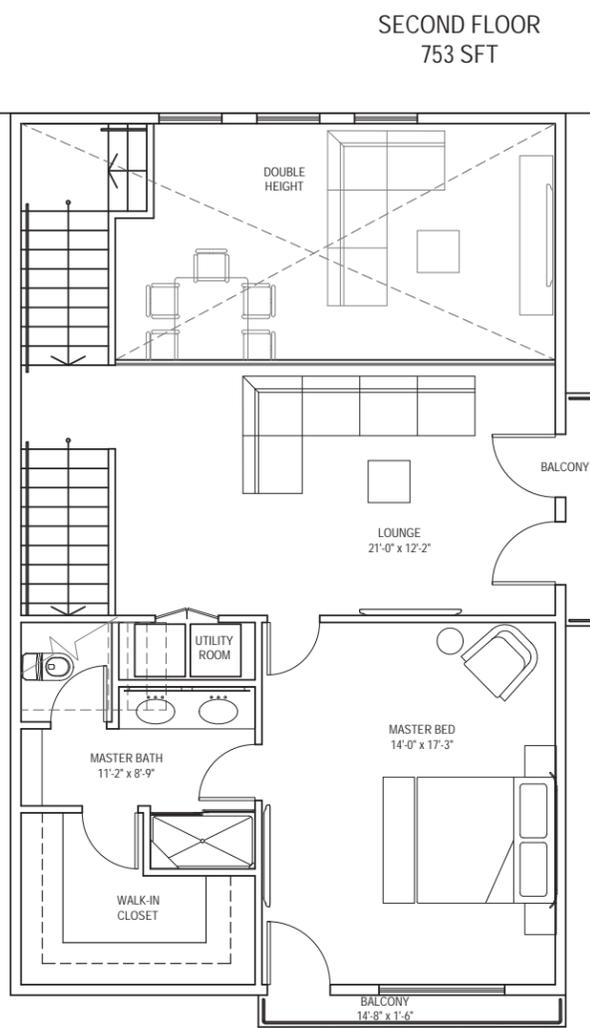
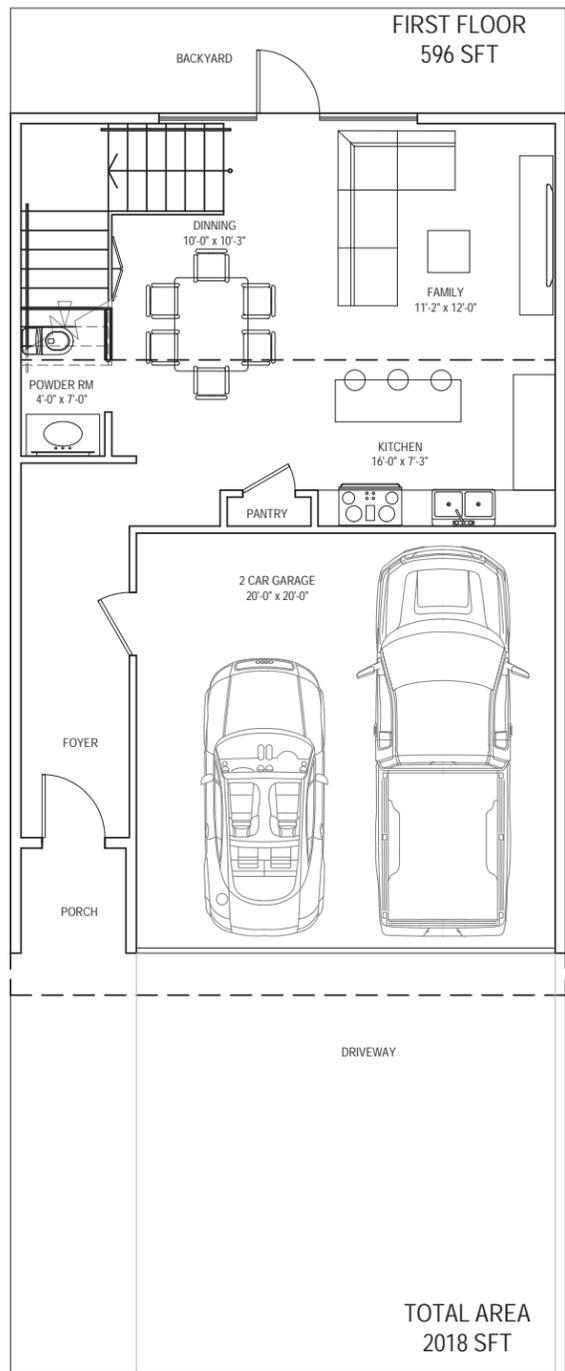
ISSUED FOR:	DATE
REVIEW	04/25/2017

REV #	DATE	DESCRIPTION

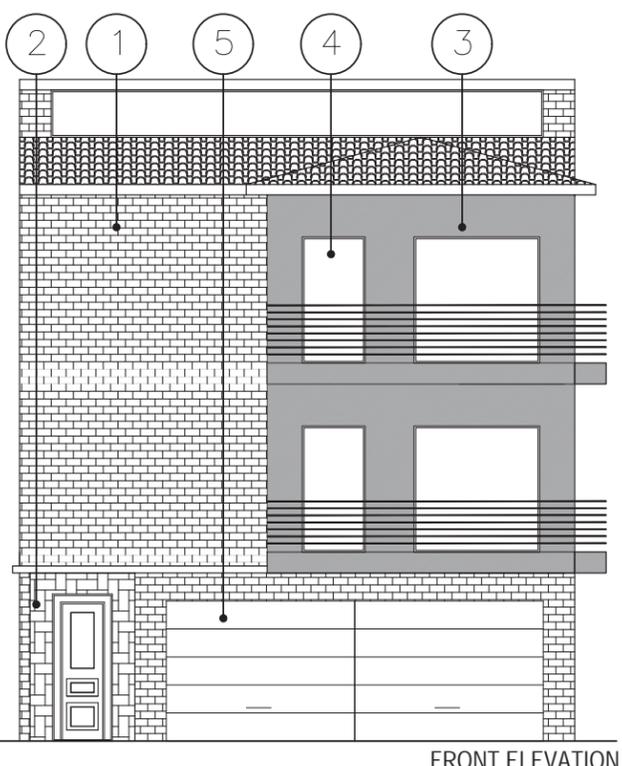
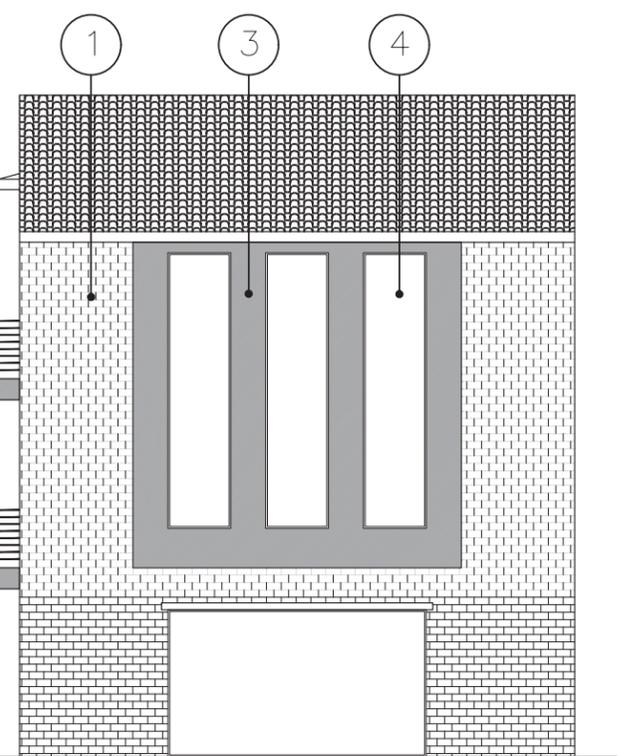
SHEET TITLE:  
**HOUSE DESIGN - 6**

DATE:	04/25/2017
SCALE:	
DRAWN BY:	
CHECK BY:	
SHEET NO.	

**A112**



- ① BRICK
- ② STONE
- ③ STUCCO
- ④ GLASS
- ⑤ GARAGE DOOR





2727 LBJ FREEWAY STE. 927  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

PROJECT NAME:  
**BELLAIRE TOWNHOMES**  
 400 BELLAIRE BLVD, LEWISVILLE TX

PROJECT NUMBER:  
 BBTH-16-001

ARCHITECTS:  
 ARK DESIGN CONCEPTS  
 2727 LBJ FREEWAY DALLAS, TX 75234  
 TEL. 214.382.3098  
 PROJECT HEAD - KHALID BAWWA  
 PRINCIPAL - SCOTT JOHNS  
 SENIOR ARCHITECT - FRANK KHOLOUSI  
 DESIGNERS - BEZA ZANZI, JULIA FUKSMAN, LEANNA HURT

GENERAL CONTRACTOR:  
  
 BHAHAZAY CONSTRUCTION  
 2727 LBJ FREEWAY, DALLAS, TX 75234  
 TEL. 214.382.3098

SEAL/SIGNATURE:

ISSUED FOR:	DATE
REVIEW	04/25/2017

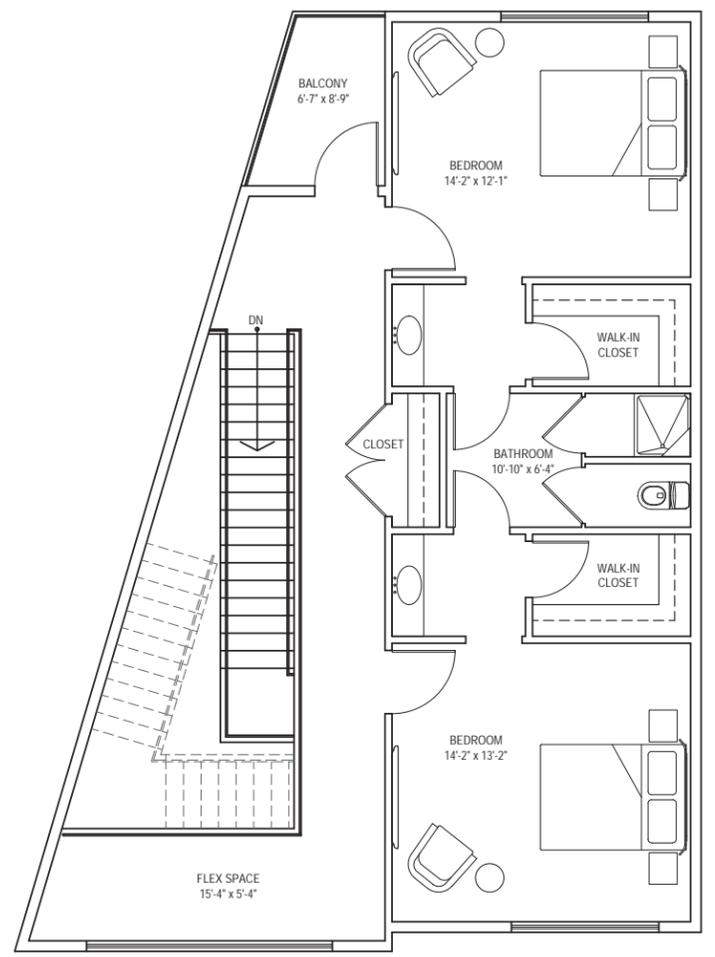
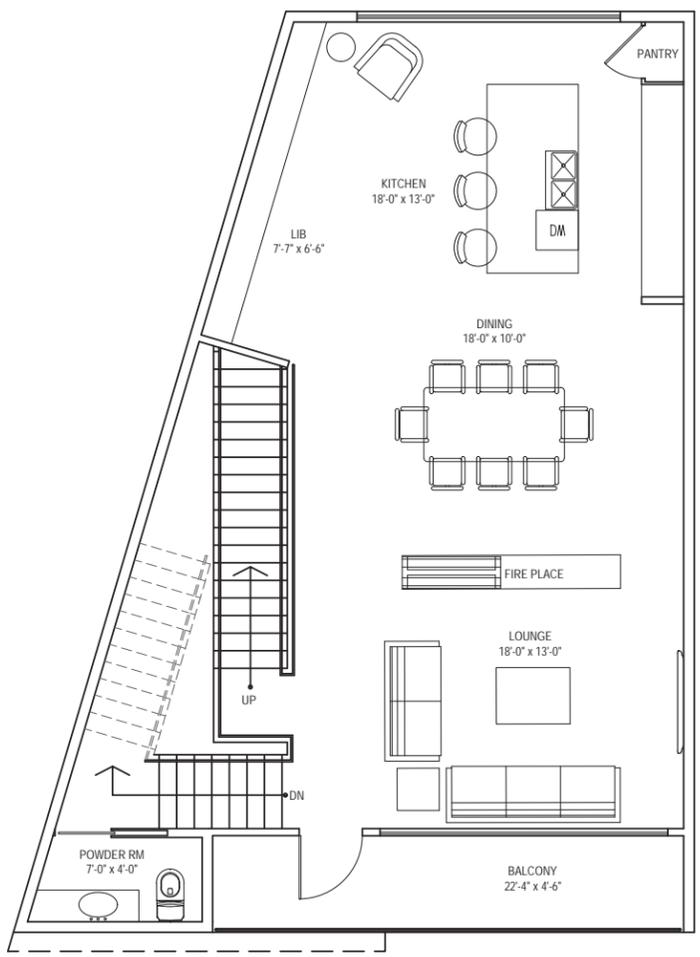
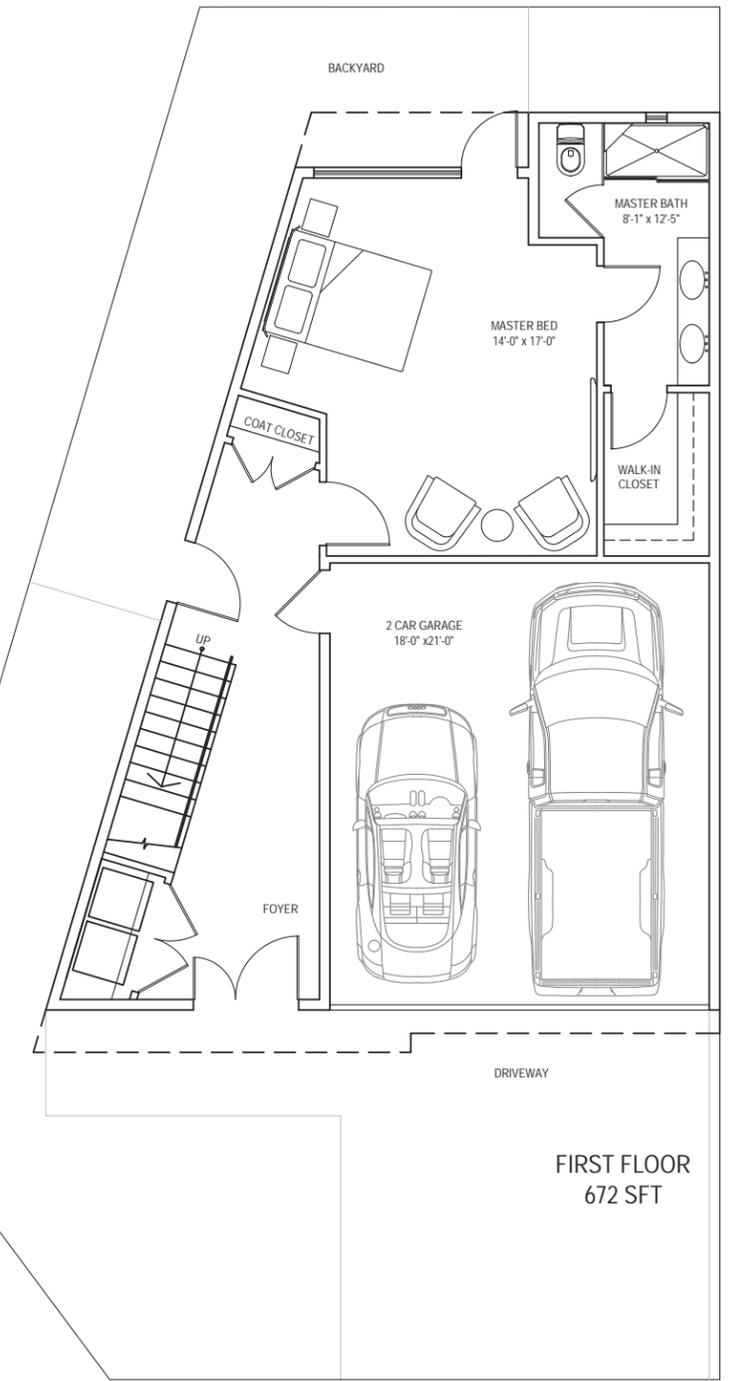
REV #	DATE	DESCRIPTION

SHEET TITLE:  
**HOUSE DESIGN  
 LOT NO. 02 / C**

DATE: 04/25/2017  
 SCALE:  
 DRAWN BY:  
 CHECK BY:

SHEET NO.  
**A106**

LOT NO. 02 / BLOCK C



TOTAL AREA  
2595 SFT



2727 LBJ FREEWAY STE. 927  
 DALLAS, TEXAS 75234  
 PHONE: 214.253.2500  
 FAX: 214.253.2505

PROJECT NAME:  
**BELLAIRE TOWNHOMES**  
 400 BELLAIRE BLVD, LEWISVILLE TX

PROJECT NUMBER:  
 BBTH-16-001

ARCHITECTS:  
 ARK DESIGN CONCEPTS  
 2727 LBJ FREEWAY DALLAS, TX 75234  
 TEL: 214.382.3098  
 PROJECT HEAD - KHALID BAWWA  
 PRINCIPAL - SCOTT JOHNS  
 SENIOR ARCHITECT - FRANK KHOULOUSI  
 DESIGNERS - BEZA ZANZI, JULIA FUKSMAN, LEANNA HURT

GENERAL CONTRACTOR:  
  
 SHAHAZAY CONSTRUCTION  
 2727 LBJ FREEWAY, DALLAS, TX 75234  
 TEL: 214.382.3098

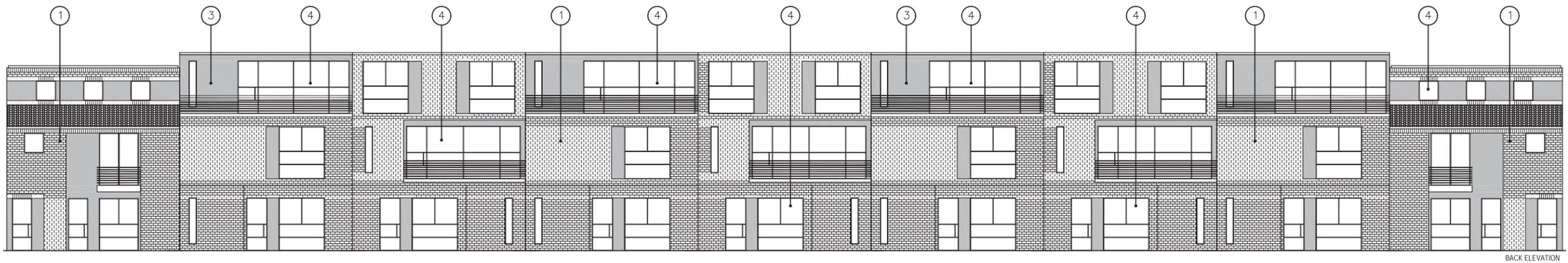
SEAL/SIGNATURE:  
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ISSUED FOR:	DATE
REVIEW	04/25/2017

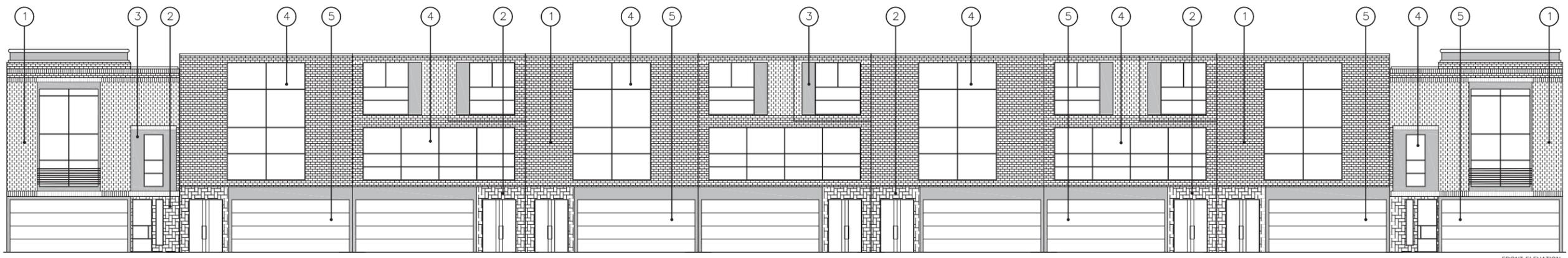
REV #	DATE	DESCRIPTION

SHEET TITLE:  
**ELEVATIONS  
 COMBINED**  
 DATE: 04/25/2017  
 SCALE:  
 DRAWN BY:  
 CHECK BY:  
 SHEET NO.

**A104**



BACK ELEVATION



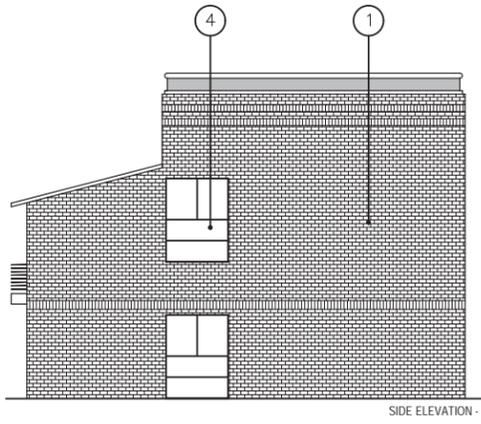
FRONT ELEVATION

- ① BRICK
- ② STONE
- ③ STUCCO
- ④ GLASS
- ⑤ GARAGE DOOR

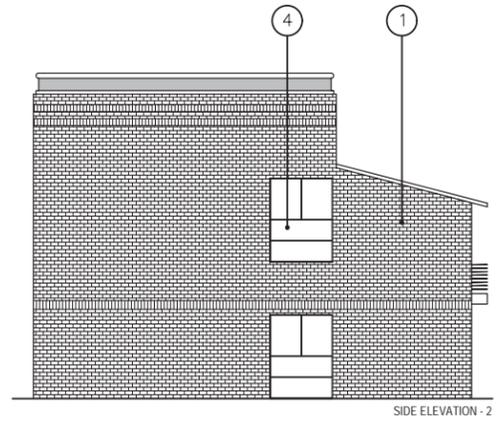
REFERENCE GARAGE DOORS



MATERIAL	FRONT ELEVATION		BACK ELEVATION		SIDE ELEVATION - 1		SIDE ELEVATION - 2		ALL SIDES TOTAL	
	SF	%	SF	%	SF	%	SF	%	SF	%
OVERALL FACADE AREA	7200	100	7100	100	1100	100	1100	100	16500	100
FENESTRATION AREA	3775	52.43	2640	37.18	100	9.09	100	9.09	6615	40.09
NET SURFACE AREA	3425	100	4460	100	1000	100	1000	100	9885	100
STUCCO	580	16.93	1100	24.66	0	0	0	0	1680	16.99
BRICK & STONE	2845	83.07	3360	75.34	1000	100	1000	100	4338	83.01



SIDE ELEVATION - 1



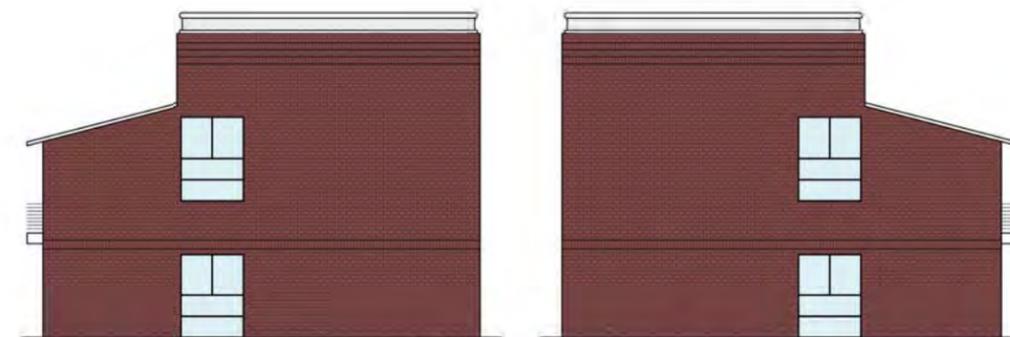
SIDE ELEVATION - 2



BACK ELEVATION



FRONT ELEVATION



SIDE ELEVATION

SIDE ELEVATION

**ARK DESIGN CONCEPTS**  
 ARCHITECTS|ENGINEERS|CONSULTANTS  
 2727 LBJ FREEWAY STE. 927  
 DALLAS, TEXAS 75234  
 PHONE: 214.382.3908  
 FAX: 214.253.2505  
 EMAIL: INFO@ARKDESIGNCONCEPTS.COM

PROJECT NAME:  
**BELLAIRE TOWNHOMES**  
 Bellaire Blvd  
 Lewisville, TX

PROJECT NUMBER:  
 BBTH-16-001

ARCHITECTS  
 PROJECT HEAD: RHALD BAHNA  
 PRINCIPAL: ROBERT BLAYTON  
 PROJECT MANAGER: SCOTT JOHNS  
 DESIGN ARCHITECTS - BARBARA TAYLOR REZAKOWICZ  
 ARK DESIGN CONCEPTS  
 2727 LBJ FREEWAY, DALLAS, TX 75234  
 TEL: 214-382-3908

GENERAL CONTRACTOR:  
  
 SHANEY CONSTRUCTION  
 2727 LBJ FREEWAY, DALLAS, TX 75234  
 TEL: 214-382-3908

SEAL/SIGNATURE:  
**FOR REVIEW ONLY  
 NOT FOR CONSTRUCTION**

ISSUED FOR:	DATE
ISSUED FOR REVIEW	11/16/2016

REV #	DATE	DESCRIPTION

SHEET TITLE:  
**ELEVATIONS  
 COMBINED**  
 DATE: 12/16/16  
 SCALE:  
 DRAWN BY:  
 CHECK BY:  
 SHEET NO.

**A104**

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Richard E. Luedke, Director of Planning

**DATE:** July 3, 2017

**SUBJECT:** **Public Hearing: Consideration of a Zone Change Request From Local Commercial District (LC) to Planned Development – R-5 Single Family Residential District (PD-R-5) and one Associated Variance for a Residential Development Consisting of 46 Single-Family Detached Units and One Open Space Lot, on an Approximately 8.325-Acre Tract of Land out of the Henry Turner Survey, Abstract No.1249, Located on the East and West Sides of Vista Drive, Approximately 318 Feet North of West Round Grove Road (FM 3040), as Requested by Steve Homeyer of Homeyer Engineering, Inc. on Behalf of Ken Hodge of KDH Partners, Ltd. the Property Owner (Case No. PZ-2017-06-14).**

### **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 is bisected by Vista Drive with church property zoned LC to the east, retail uses zoned LC to the west, a gas station/convenience store zoned LC to the south, and single family residential uses zoned R-5 to the north. The Planning and Zoning Commission considered this request on June 6, 2017 and recommended unanimous (6-0) approval as presented.

### **ANALYSIS**

The proposed PD will have a base zoning of Single Family Residential District (R-5). The concept plan outlines a one phased development with 46 single-family detached lots containing a front-entry product. The residential lots will have a minimum lot width of 50 feet with a minimum lot size of 5,350 square-feet. The minimum dwelling unit size will be 1,850 square feet with a two car garage and two additional concrete spaces. The homes will have a maximum height of 35 feet and lot coverage shall not exceed 50%.

Neutral and natural earth tones and textures will be used on the elevations of the proposed homes. The entirety of the front façade, and 80% of the other elevations will be composed of stone or brick, excluding doors, windows, trim and other architectural features. The garage doors will be wood-clad.

#### *Screening*

A six-foot masonry fence will be built adjacent to the commercial properties located to the east, south and west sides of the development. All the homes will have a stained wood fence with metal posts.

Landscaping

A minimum of one tree per lot will be provided for this development. The detention pond lot will be used as passive open space and will contain sod and five trees. The home owners association (HOA) will maintain the open lot.

Variance Request

The following variance is associated with this development:

- a) to waive the alley requirement and allow front-entry

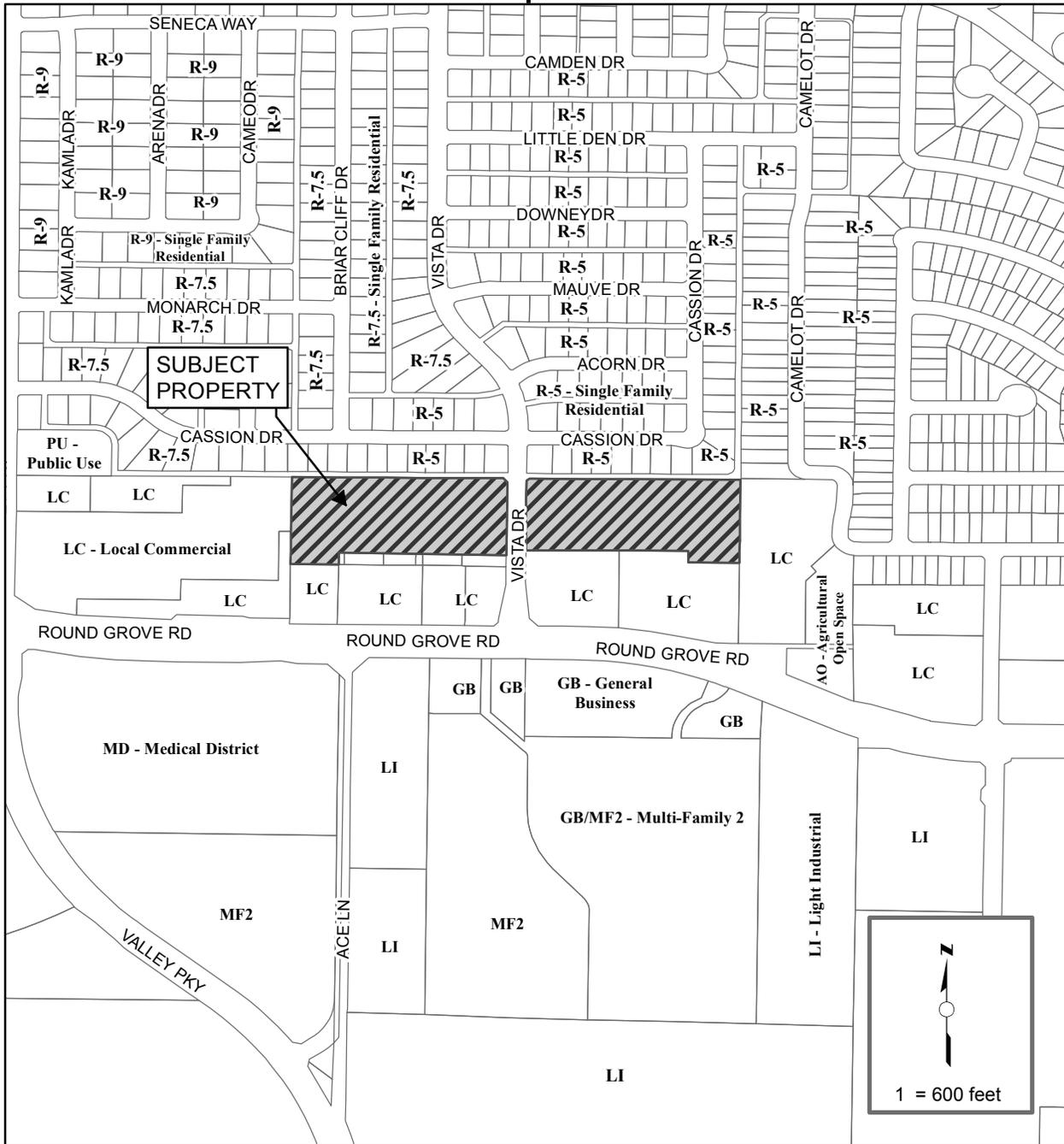
Section 6-92(k) requires alleys for all single family residential subdivisions and Section 6-94(a) requires all lot to front along a street. The developer is requesting to have forty-six units with garages that front directly to a residential street without an alley. Twenty-two of these residential lots will have an alley positioned behind them, but will not access the existing alley. The remaining twenty-four lots will not be adjacent to an alley. Staff recommends approval of this variance.

In 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. The proposed development features a front-entry product with enhanced building materials, screening, landscaping, and useable open space.

**RECOMMENDATION**

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

# Location Map - Vista Villas



**CASE NO. PZ-2017-06-14**

**PROPERTY OWNER:** KDH PARTNERS, LTD.

**APPLICANT NAME:** STEVEN HOMEYER, HOMEYER ENGINEERING INCORPORATED

**PROPERTY LOCATION:** EAST AND WEST SIDE OF VISTA DR. APPROX. 275 FEET NORTH OF W. ROUND GROVE RD. (FM 3040) (8.325 ACRES)

**CURRENT ZONING:** LOCAL COMMERCIAL DISTRICT (LC)

**REQUESTED ZONING:** PLANNED DEVELOPMENT-SINGLE FAMILY RESIDENTIAL (PD-R-5)

# Aerial Map - Vista Villas



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**JUNE 6, 2017**

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**Item 1:**

The Lewisville Planning and Zoning Commission meeting was called to order at 6:34 pm. Members present: William Meredith, MaryEllen Miksa, James Davis, Alvin Turner and Karen Locke. Member John Lyng was absent.

Staff members present: Richard Luedke, Planning Director; Mary Paron-Boswell, Senior Planner; and Jonathan Beckham, Planner.

---

**Item 4:**

Public Hearings for Zoning were next on the agenda. There were four items for consideration:

- D. **Public Hearing:** Consideration of a Zone Change Request From Local Commercial District (LC) to Planned Development – R-5 Single-Family Residential District (PD-R-5) for a Residential Development Consisting of 46 Single-Family Detached Units and One Open Space lot; on an Approximately 8.325-Acre Tract of Land out of the Henry Turner Survey, Abstract No. 1249, Located on the East and West Sides of Vista Drive, Approximately 318 Feet North of West Round Grove Road (FM 3040); as Requested by Ken Hodge of KDH Partners, Ltd., the Property Owner. (Case No. PZ-2017-06-14).

Staff gave a brief presentation of the proposed zone change request and planned development concept. Staff indicated that the development would provide 46 single-family detached front-entry homes. The public hearing was then opened and four residents spoke on the item. James Collier lives in the neighborhood and was in favor of the proposed development and believes it would raise property values for the existing neighborhood. Scott Warren of Cassion Drive was concerned about the traffic on Vista Drive and Round Grove Road and inquired about having a traffic light installed. Angela Smith of Cassion Dive was concerned about the location of any fences along the existing alley, the proximity of homes to the alley, the number of stories and price point of the proposed product. Will Langstaff, Jr. of the neighboring church had questions about the screening fence that would be constructed between the church and this development. Steve Homeyer, engineer for the project, answered the resident's questions. He indicated that the site would be a front entry product and that a wood fence would back up to the existing alley. He also indicated that a three-foot right-of-way dedication had already been made to provide for a wider alley. Mr. Homeyer reviewed the location of the masonry wall around the project and confirmed that a masonry wall would separate the church and this project. Mr. Homeyer indicated that the homes would be in the \$275,000-\$300,000 range. Kristin Green asked if the additional alley right-of-way was being dedicated with this project. Mr. Homeyer indicated that it was dedicated with the previous plat for this site. Kristin Green believed that the proposed use would have less of an impact on the existing residential area than if it were developed for a commercial use. Karen Locke asked about the number of stories for the homes. Mr. Homeyer indicated that it would be a two-story product with a 20-foot rear yard setback. There being no one else present to speak, the public hearing was then closed. A

*motion was made by Karen Locke to recommend approval of the zone change request, seconded by Kristin Green. The motion passed unanimously (6-0).* Staff indicated that this item would be going before the City Council on July 3<sup>rd</sup> for a public hearing and a final decision.

## **SECTION 17-12. - "R-5" SINGLE FAMILY RESIDENTIAL DISTRICT REGULATIONS**

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family detached dwelling units.
  - (2) Church worship facilities.
  - (3) Buildings and uses owned or operated by public governmental agencies.
  - (4) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement (indoor or outdoor).
  - (5) Farms, nurseries or truck gardens, limited to the propagation and cultivation of plants, provided no retail or wholesale business is conducted on the premises, and provided further that no poultry or livestock other than household pets shall not be located closer to any property line than allowed by city's animal control ordinances.
  - (6) Real estate sales offices during the development of residential subdivisions, but not to exceed two (2) years.
  - (7) Schools, private, with full curriculum accredited by the State of Texas equivalent to that of a public elementary or high school.
  - (8) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (9) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, not involving the conduct of a retail business except as provided herein and for home occupations as defined by this ordinance.
  - (10) A detached private garage with or without storeroom and/or utility room shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
  - (11) A carport shall be permitted as an accessory building if it meets all requirements of a residential accessory building.
  - (12) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (13) Gas and oil drilling accessory uses (SUP required).
  - (14) 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 required depth of not less than twenty-five (25) feet, except where entrance to the automobile parking area is provided from an alley in the rear of the house in which case the minimum front yard shall be twenty (20) feet. Where lots have double frontage, running through from one street to another, the required twenty-five (25) foot front yard shall be provided on both streets.
    - b. *Side yard.* There shall be a side yard on each side of the lot having a width of not less than six and one-half (6-1/2) feet. A side yard adjacent to a side street shall not be less than fifteen (15) feet. No side yard for allowable non-residential uses shall be less than twenty-five (25) feet.
    - c. *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet if there is no rear entry from an alley, and a depth of not less than twenty-five (25) feet if there is rear entry from an alley.
  - (2) *Size of lot.*
    - a. *Lot area.* No building shall be constructed on any lot less than five thousand (5,000) square feet, or equivalent thereof, per dwelling unit.
    - b. *Lot width.* The minimum width of the lot shall not be less than fifty (50) feet at the required front and rear building setback lines. The minimum width at the front property line shall be forty (40) feet, or a minimum of fifty (50) feet if there is a driveway in the front.

- (3) *Minimum dwelling size.* The minimum floor area of any dwelling unit shall be one thousand four hundred fifty (1,450) square feet, exclusive of garages, breezeways and porches.
- (4) *Lot coverage.* In no case shall more than fifty percent (50%) 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): KDH Partners, Ltd.	
Company Name: KDH Partners, Ltd.	
Mailing Address: 1013 Long Prairie Road #100, Flower Mound, Texas 75022	
Work #:	Cell #:
E-Mail:	
Owner Signature <small>(Owner/s Must Sign or Submit Letter of Authorization):</small> <i>Ken Hodge, Partner</i>	Date: 11 July 2016
Printed Name: KDH Partners, Limited	

Applicant/Agent (name): Steve Homeyer	
Company Name: Homeyer Engineering Incorporated	
Mailing Address: P.O. Box 294527, Lewisville, TX 75029	
Work #: 972-906-9985	Cell #:
E-Mail: shomeyer@hei.us.com	
Applicant/Agent Signature <i>[Signature]</i>	Date: 11 July 2016
Printed Name: Steve Homeyer	

<small>R5(PH) - Single Family Residential</small>	
Current Zoning: <u>Light Commercial "LC"</u>	Requested Zoning: <u>Estate Townhouse "ETH"</u> Acres: <u>8.61</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>VISTA VILLA ADDITION BLOCK A LOTS 3-11 and VISTA VILLA ADDITION BLOCK B LOTS 1-7</u>	
Address/Location: <u>2100-2150 Vista Drive, Lewisville, Texas 75067</u>	

Application and Sign Fees:

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

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

Qty: <u>2</u>	<b>Zone Change Signs - \$35 each.</b> 1 sign required for each 5 acres (max. 5 per site)	\$ <u>70.00</u>
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Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

<b>Amount Due</b> (application & sign fee)	\$ <u>470.00</u>
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**HOMEYER**  
ENGINEERING, INC.  
CIVIL ENGINEERING • PLATTING  
SITE & LAND PLANNING

June 21, 2017

City of Lewisville  
Mayor and Town Council  
151 W. Church Street  
Lewisville, TX 75029

**RE: Vista Villas Subdivision - Front Entry Variance**

Dear Mayor and Council Members:

Homeyer Engineering, Inc., on behalf of KDH Partners, Ltd., is requesting a variance as follows: To waive the alley requirement and allow front-entry for the Vista Villas subdivision. The variance is requested since the south side of the subdivision can not have an alley access. Also, by allowing front entry, setbacks may be reduced allowing for larger homes. Per the variance, the proposed roadway width will be widened to 33-feet from back of curb to back of curb. Mountable curb shall be provided per City Standards.

I would like to thank you in advance for your consideration of this request and would respectfully ask that you support our application for this subdivision request.

Sincerely,

HOMEYER ENGINEERING, INC.  
TBPE Firm Registration No. F-8440

Matthew Haskin, P.E.  
Project Manager

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING AN APPROXIMATELY 8.325-ACRE TRACT OF LAND OUT OF THE HENRY TURNER SURVEY, ABSTRACT NO. 1249; LOCATED ON THE EAST AND WEST SIDES OF VISTA DRIVE, APPROXIMATELY 318 FEET NORTH OF WEST ROUND GROVE ROAD (FM 3040); FROM LOCAL COMMERCIAL DISTRICT (LC) ZONING TO PLANNED DEVELOPMENT-SINGLE FAMILY RESIDENTIAL DISTRICT (PD-R-5) 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 8.325-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 – SINGLE FAMILY RESIDENTIAL DISTRICT (PD-R-5) ZONING** and in compliance with the narrative, planned development regulations, concept plan, landscape and fence plan, and conceptual elevations and floorplans, 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 3RD DAY OF JULY, 2017.**

**APPROVED:**

\_\_\_\_\_  
Rudy Durham, MAYOR

**ATTEST:**

\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY

Exhibit A  
Legal Description

Exhibit B  
Narrative  
Planned Development Regulations  
Concept Plan  
Landscape and Fence Plan  
Conceptual Elevations and Floorplans



# EXHIBIT B



**HOMEYER**  
ENGINEERING, INC.  
CIVIL ENGINEERING • PLATTING  
SITE & LAND PLANNING

## Narrative

May 1, 2017

City of Lewisville  
Mayor and Town Council  
151 W. Church Street  
Lewisville, TX 75029

**RE: Vista Villas Residential Planned Development and Preliminary Plat**

Dear Mayor and Council Members:

Homeyer Engineering, Inc., on behalf of KDH Partners, Ltd., is submitting a Planned Development (PD) and Preliminary Plat for Vista Villas Subdivision. The site proposes 46-lots on a total of 8.325 acres. The site is currently zoned LC Light Commercial, however we are asking for a zoning of PD R-5. As part of the PD we are only asking to reduce two standards compared to the standard R-5 regulations. First is to allow a 20-foot front yard setback instead of a 25-foot setback. Second, would allow a 5-foot side yard setback in lieu of 6.5-feet. However, we are increasing standards for lot size from 5,000 SF to 5,350 SF, minimum dwelling size from 1,450 SF to 1,850 SF, and increasing the lot depth. Please refer to the Zoning Exhibit and the attached PD.

The PD Application and Preliminary Plat along with the Preliminary Utility, Drainage, and Concept Plans are submitted with this summary. Submittal fees of \$200 plus \$5 per lot have been included for the Preliminary Plat and \$400 plus \$35 for one sign is included for the zone change application. The total fee submitted is \$865.00.

I would like to thank you in advance for your consideration of this request and would respectfully ask that you support our application for this subdivision request.

Sincerely,

HOMEYER ENGINEERING, INC.  
TBPE Firm Registration No. F-8440

Matthew Haskin, P.E.  
Project Manager

# Vista Villas Residential Planned Development Regulations

Ordinance No.

Homeyer Engineering, Inc., on behalf of our client KDH Partners Ltd., is submitting a Planned Development for the Properties east and west of Vista Drive, just north of Round Grove Road. Please refer to the attached exhibits. This application is seeking a Planned Development with R-5 uses. The exceptions are mentioned below based upon The City Lewisville Code of Ordinances Chapter 17, "Zoning". The project consists of 46-home lots and a detention lot with a total area of 8.325 acres.

**Section 1** General Description and Purpose:

The proposed Planned Development (PD) is based upon Zone "R-5" Single-Family Residential District regulations, Section 17-12. A Concept Plan has been provided with this application. Metes and Bounds for each parcel have been provided. The purpose of this PD is to provide 46-homes with Single Family uses within one (1) phase. For additional information please refer to the following exhibits included with this application.

Exhibits:

- C1 Concept Plan
- C2 Preliminary Utility Plan
- C3 Preliminary Drainage Plan
- CC&Rs Declaration of Covenants, Conditions and Restrictions
- Vista Villas Elevations

**Section 2** Permitted Uses:

The following are permitted by the R-5 land use and the requested PD Section 17-26:

- a) Use: Single family detached dwelling units.
- b) Height: No building shall exceed 35-feet or 2-1/2 stories in height.
- c) Area:

	<u>R-5</u>	<u>PD – R-5</u>
1. Minimum Front Yard Set Back	25'	20'
2. Minimum Rear Yard Setback	20'	20
3. Minimum Side yard Setback	6.5'	5'
4. Side Yard Setback, side street	15'	15'
5. Minimum Size of Lot	5,000 SF	5,350 SF
6. Minimum Lot width	50'	50'
7. Minimum Lot Depth	N/A	107
8. Minimum Dwelling Size	1,450 SF	1,850 SF
9. Maximum Lot Coverage	50%	50%
10. Park fees will be paid for each lot at time of building permit.		

- d) Residential Concept Plan
  - a. General Use: Single Family detached residential
  - b. Thoroughfares: Existing Vista Drive.
  - c. Preliminary lot arrangements: refer to Exhibit C1 Concept Plan.
  - d. Size, type and location of buildings: See above.
  - e. Access: Via right of way.
  - f. Density: R-5 with 46 homes on 8.325 acres for 5.5 units per acre.
  - g. Building Height: 35-feet or 2.5 stories.
  - h. Fire Lanes: A 33-foot wide road (back of curb to back of curb) with mountable curb is proposed. Turn arounds with a minimum radius of 60-feet. No marked fire lanes provided.
  - i. Screening: A six (6) foot brick screen wall will be provided along the west, south and east property lines per the Landscape and Fence Plan. Access through easement areas will have a 6-foot metal gate entrance.
  - j. Landscape Areas: Landscaping shall be provided within the detention pond.
  - k. Project scheduling and Phasing: One phase is proposed.
  - l. Other Development Data: No other conditions are requested.

**Section 3** Conditional Uses:

No conditional uses are suggested. Lots are for the general use of a single family home.

**Section 4** Planned Development Standards:

Homes: Home shall have access from the front of the lot. The minimum livable footage area will be 1,450 square feet with at least a two (2) car garage and two additional concrete spaces. The total coverage of the lot shall not exceed 50%.

Elevations: Colors and materials will include neutral and natural earth tones and textures. 80% of all exterior walls and 100% of the front façade will be composed of stone or brick, exclusive of doors, windows, trim and architectural features (i.e. shingles, moldings, shutters, dormers, awnings, sills, ext.) Garage Door shall be wood-clad. Please refer to elevation exhibits.

Fences: All homes shall have a stained wood fence with metal posts and comply with City Standard Section 4-453. Masonary walls are provided adjacent to existing commercial properties per the Landscape and Fence Plan.

Landscaping: Landscaping will conform to City Standards within Article VI of the City Code. Front, side and back yards along with corner side lots will be fully sodded and landscaped with automatic irrigation. A minimum of one tree per lot shall be provided. The detention pond will be sodded, but no other landscaping is permitted within the pond. Refer to the Landscape and Fence Plan.

HOA: A Home Owners Association (HOA) will be required for the operations and maintenance of all open lots. Please refer to the CC&Rs, which requires the HOA.

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 right-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.

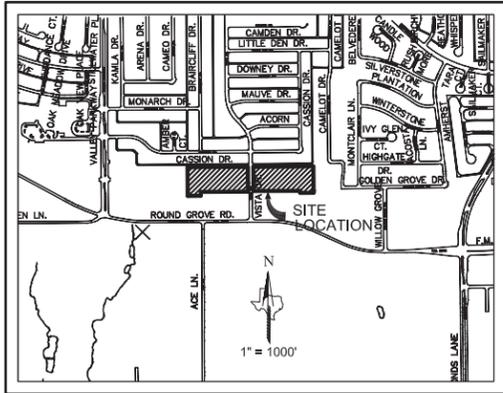
**Section 5** Requested Variances

Alley access shall not be required with the proposed Zoning Planned Development (PD) for the subject property. This development will have a front entry product for the lots. Per the variance, the proposed roadway width will be widened to 33-feet from back of curb to back of curb. Mountable curb shall be provided per City Standards.

**Section 6** Miscellaneous Provisions:

No provisions are provided other than the permitted uses. However, all other inherited rights and uses within the City of Lewisville's Zoning Ordinance, not listed in this planned development, shall be maintained.

VICINITY MAP  
1" = 1000'



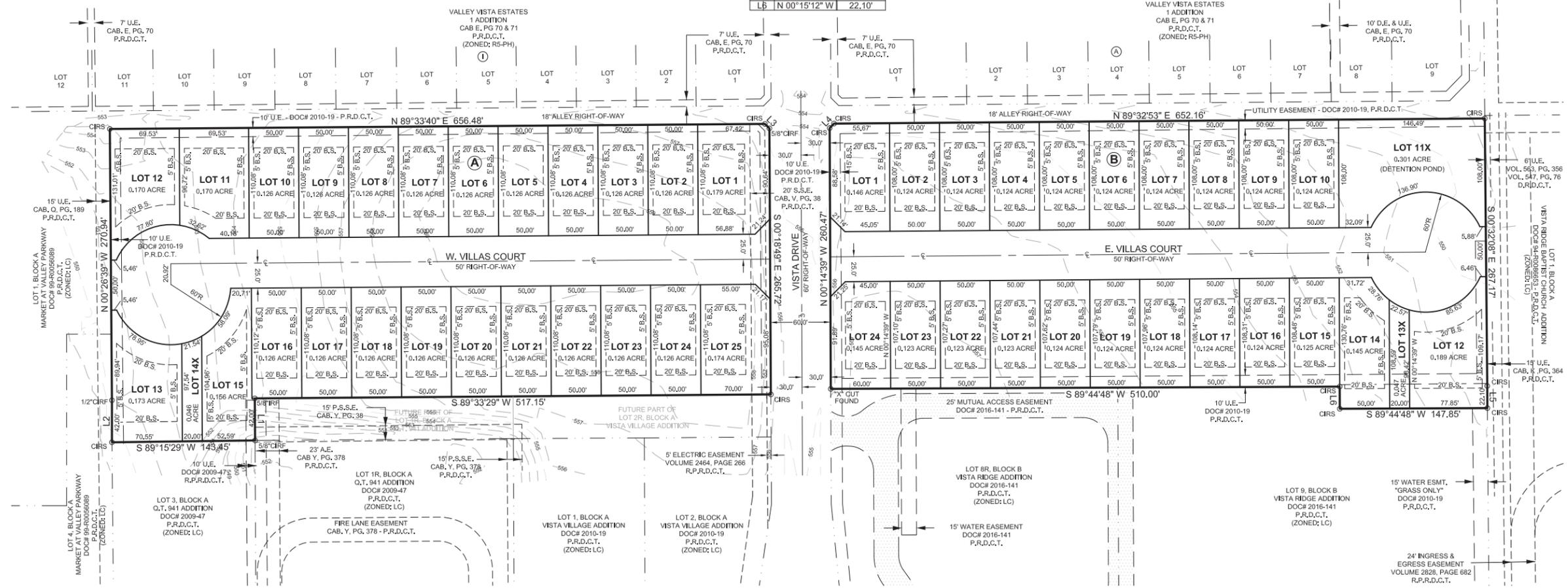
GENERAL NOTES

- All interior property corners are marked with a 1/2" iron rod with a green cap stamped "Eagle Surveying" unless otherwise noted.
- This property is located in "Non-shaded Zone X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480194 as shown on Map Number 48121C0390G. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.
- The purpose of this preliminary plat is to show the new lots of the residential subdivision and how they will be served by utilities.
- The bearings shown on this survey were derived from Western Data Systems RTK Network and are referenced to the Texas Coordinate System of 1983, North Central Zone (4202) and are based on the American Datum of 1983, 2011 Adjustment.
- The Home Owner's Association (H.O.A.) will be responsible for the maintenance of the Detention Pond on Lot 10X, Block B.
- Park fees will be paid for each lot at time of building permit.
- The site is not located within a dfw noise boundary.
- Front yard driveway entry with 33-foot street with mountable curb.
- Density is 46 homes on 8.325 acres for 5.5 units per acre.

PLAN SUMMARY TABLE	
ZONED:	"LC" - LIGHT COMMERCIAL
REZONED:	PD - SINGLE FAMILY R-5
TOTAL ACREAGE:	8.325 ACRES
NUMBER OF LOTS:	46
NUMBER OF PHASES:	1
MINIMUM LOT SIZE:	5,350 SQ. FT.
MIN. DWELLING SIZE:	1,850 SQ. FT.
DENSITY PER ACRE:	5.5 UNITS/ACRE (46 ON 8.325 ACRES)

	PLANNED DEVELOPMENT PD R-5	
	R-5	PD - R-5
MIN. FRONT YARD SETBACK:	25'	20'
MIN. REAR YARD SETBACK:	20'	20'
MIN. SIDE YARD SETBACK:	6.5'	5'
SIDE YARD SETBACK, SIDE STREET:	15'	15'
MIN. SIZE OF LOT:	5,000 SF	5,350 SF
MIN. LOT WIDTH:	50'	50'
MIN. LOT DEPTH:	N/A	107'
MIN. DWELLING SIZE:	1,450 SF	1,850 SF
MAX. LOT COVERAGE:	50%	50%
MAX. BUILDING HEIGHT:	35' 2-STORY	35' 2-STORY

LINE	BEARING	DISTANCE
L1	S 00°22'17" E	42.00'
L2	N 00°00'00" W	42.00'
L3	S 45°32'18" E	6.28'
L4	N 44°08'19" E	6.20'
L5	S 00°15'12" E	22.10'
L6	N 00°15'12" W	22.10'



CONCEPT PLAN  
VISTA VILLAS ADDITION  
LOTS 1-24, BLOCK A &  
LOTS 1-22, BLOCK B

BEING A 8.325 ACRE REPLAT OF LOTS 3-11, BLOCK A & LOTS 1-7 & 9, BLOCK B OF VISTA VILLAGE ADDITION, RECORDED IN DOC# 2010-19 - P.R.D.C.T., AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS.

FILED: \_\_\_\_\_ DOC# \_\_\_\_\_ P.R.D.C.T.

LEGEND	
IRF	■ IRON ROD FOUND
CIRF	○ CAPPED IRON ROD FOUND
CIRS	○ CAPPED IRON ROD SET
POB	● POINT OF BEGINNING
B.S.	— BUILDING SETBACK
Ⓐ	● BLOCK
—	— CENTERLINE OF ROAD
---	--- EASEMENT LINE
---	--- BUILDING LINE
---	--- LINE ADJOINER

**SURVEYOR**  
EAGLE SURVEYING, LLC  
CONTACT: JOHN COX  
210 SOUTH ELM STREET  
SUITE: 104  
DENTON, TX 76201  
940.222.3009

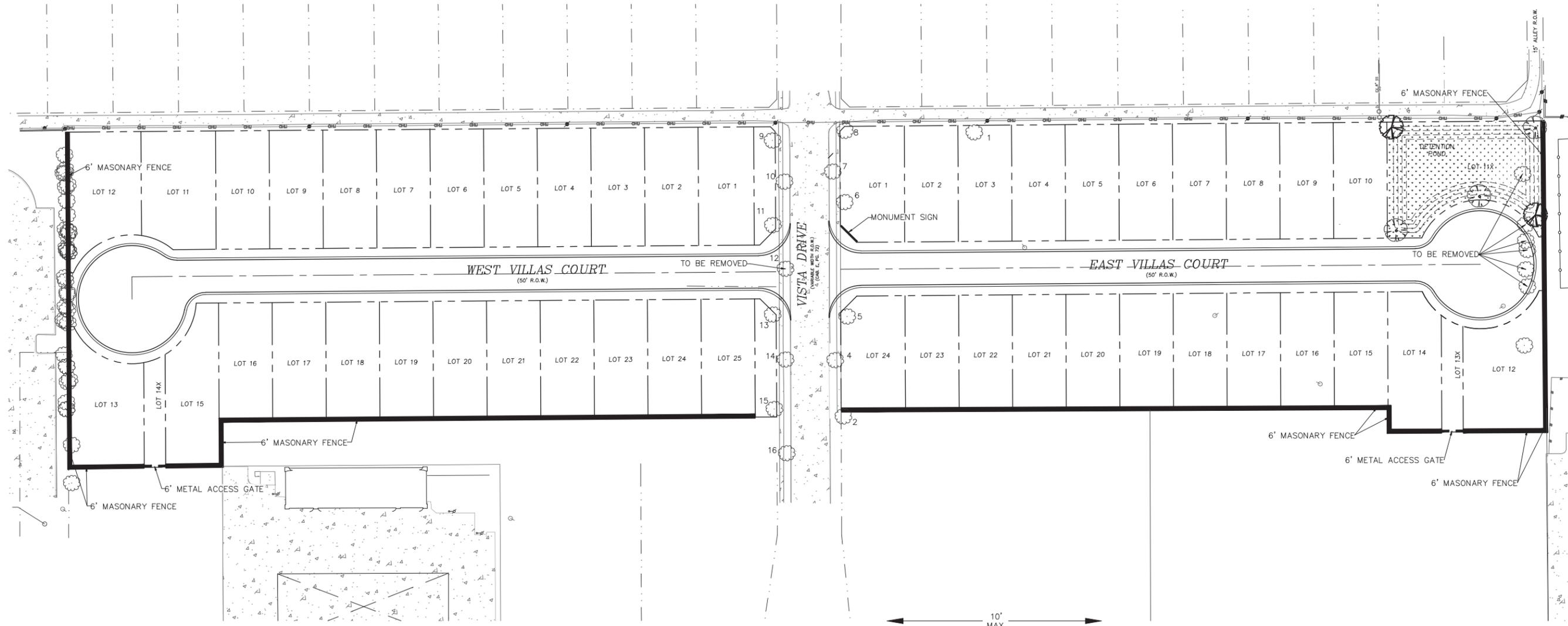
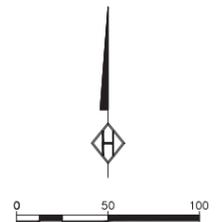
**ENGINEER**  
HOMMEYER ENGINEERING  
CONTACT: MATT HASKIN  
P.O. BOX 294527  
LEWISVILLE, TX 75029  
972.906.9985

**OWNER**  
KOH PARTNERS, LTD.  
CONTACT: KEN HODGE  
1013 LONG PRAIRIE RD.  
FLOWER MOUND, TX 75022  
972.355.1925

JOB #: 16-06-61 CP  
DATE: 5/31/2017  
DRAWN BY: JDC



**EAGLE SURVEYING, LLC**  
210 SOUTH ELM STREET  
SUITE: 104  
DENTON, TX 76201  
940.222.3009  
TX FIRM #10194177



**EXISTING TREE MAP**

NUMBER	SPECIES	CALIPER
1	LIVE OAK	10"
2	LIVE OAK	12"
3	LIVE OAK	12"
4	LIVE OAK	16"
5	LIVE OAK	8"
6	LIVE OAK	11"
7	LIVE OAK	22"
8	LIVE OAK	20"
9	LIVE OAK	16"
10	LIVE OAK	18"
11	LIVE OAK	8"
12	LIVE OAK	16"
13	LIVE OAK	16"
14	LIVE OAK	12"
15	LIVE OAK	10"
16	LIVE OAK	12"



**MONUMENT SIGN**  
 NOT TO SCALE  
 NOTE:  
 CONCEPTUAL DESIGN ONLY, FINAL DESIGN TO BE DETERMINED.

**PLANT KEY**

	LIVE OAK (2 EACH)
	CEDAR ELM (3 EACH)
	COMMON BERMUDA

**PRELIMINARY PLANS**  
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.  
 MATTHEW HASKIN, PE # 120889  
 DATE: 05/25/2017









ImpressionHomes.net

Monarch  
Plan J1911

3 Bedrooms  
2 Bathrooms  
2 Car garage



FRONT ELEVATION A

#010 Option



FRONT ELEVATION B

#011 Option



FRONT ELEVATION C

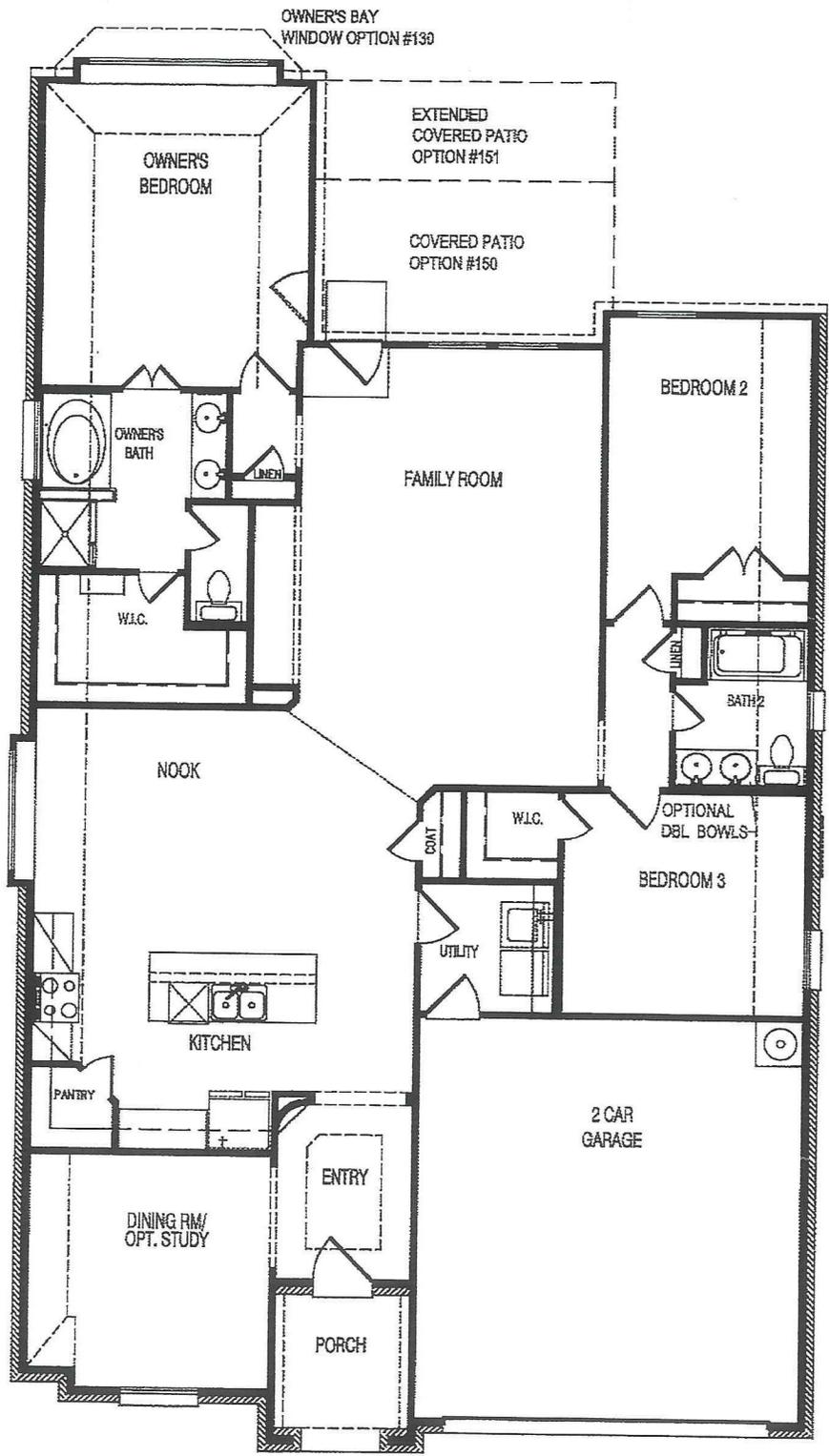
#012 Option



IMPRESSION  
HOMES

ImpressionHomes.net Monarch Plan J1911

3 Bedrooms  
2 Bathrooms  
2 Car garage



**FIRST FLOOR PLAN**

Any dimensions and square footage shown, indicated, or stated are approximate and may vary from these art drawings of interior space. Impression Homes reserves the right to change features, prices, and design details without prior notice or obligation. Interior space drawings and exterior paintings are artistic interpretations of concepts and are not drawn to scale. Plan numbers are not intended to represent square footage.

ImpressionHomes.net

Bristol  
Plan J2829

4 Bedrooms  
2.5 Bathrooms  
2 Car garage



FRONT ELEVATION I

#018 Option  
#068 Metal Roof Option



FRONT ELEVATION J

#019 Option  
#069 Metal Roof Option



FRONT ELEVATION K

#020 Option



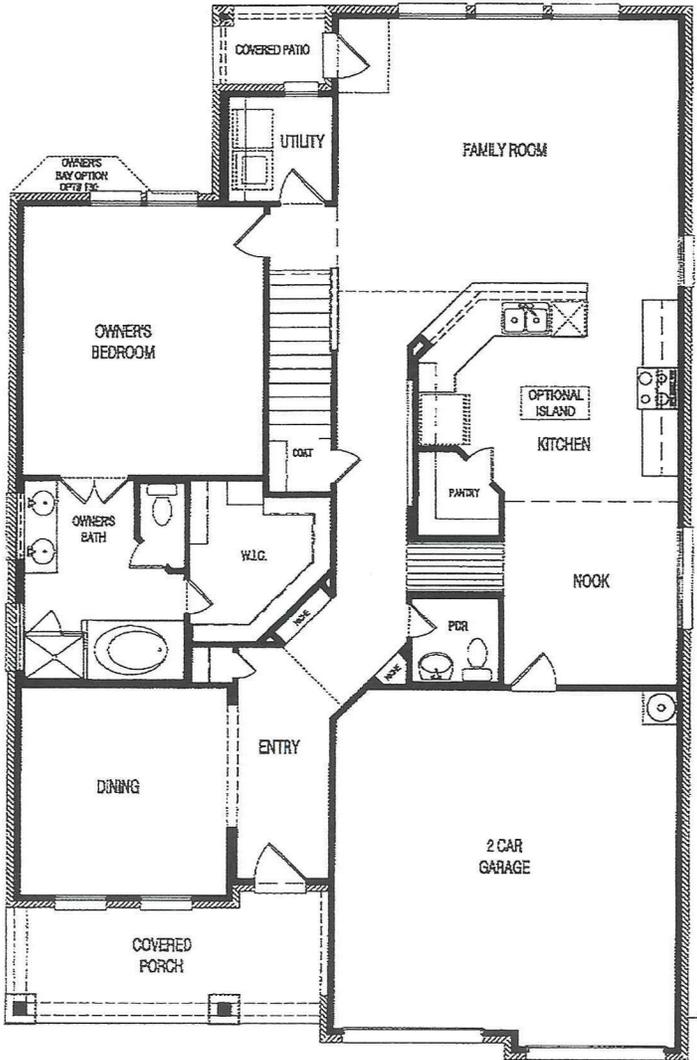
IMPRESSION  
HOMES



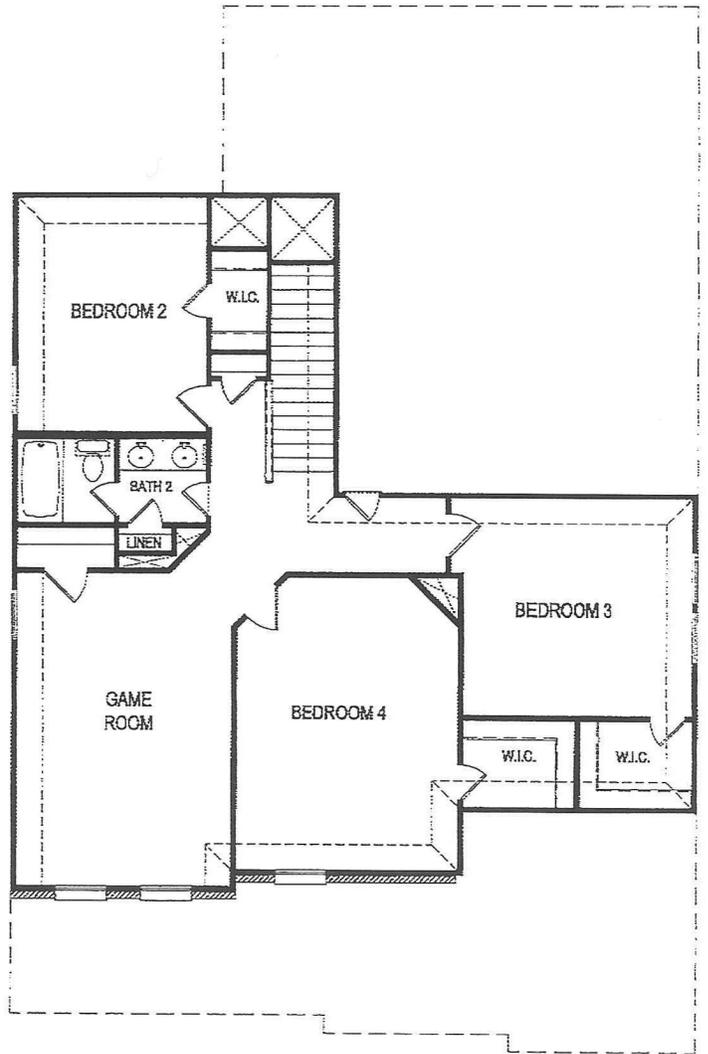
ImpressionHomes.net

Bristol  
Plan J2829

4 Bedrooms  
2.5 Bathrooms  
2 Car garage



FIRST FLOOR



SECOND FLOOR

Any dimensions and square footage shown, indicated, or stated are approximate and may vary from these art drawings of interior space. Impression Homes reserves the right to change features, prices, and design details without prior notice or obligation. Interior space drawings and exterior paintings are artistic interpretations of concepts and are not drawn to scale. Plan numbers are not intended to represent square footage.



6122015



FRONT ELEVATION I

#018 Option  
#068 Metal Roof Option



FRONT ELEVATION J

#019 Option  
#069 Metal Roof Option



FRONT ELEVATION K

#020 Option  
#070 Metal Roof Option

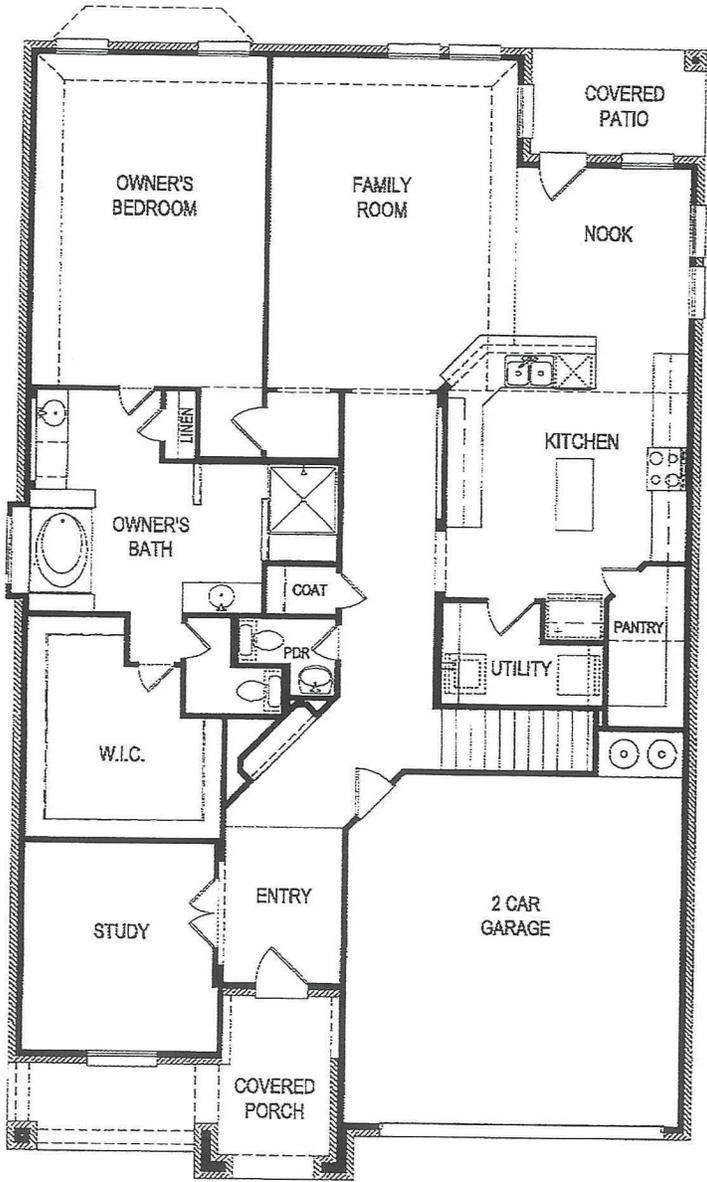


IMPRESSION  
HOMES

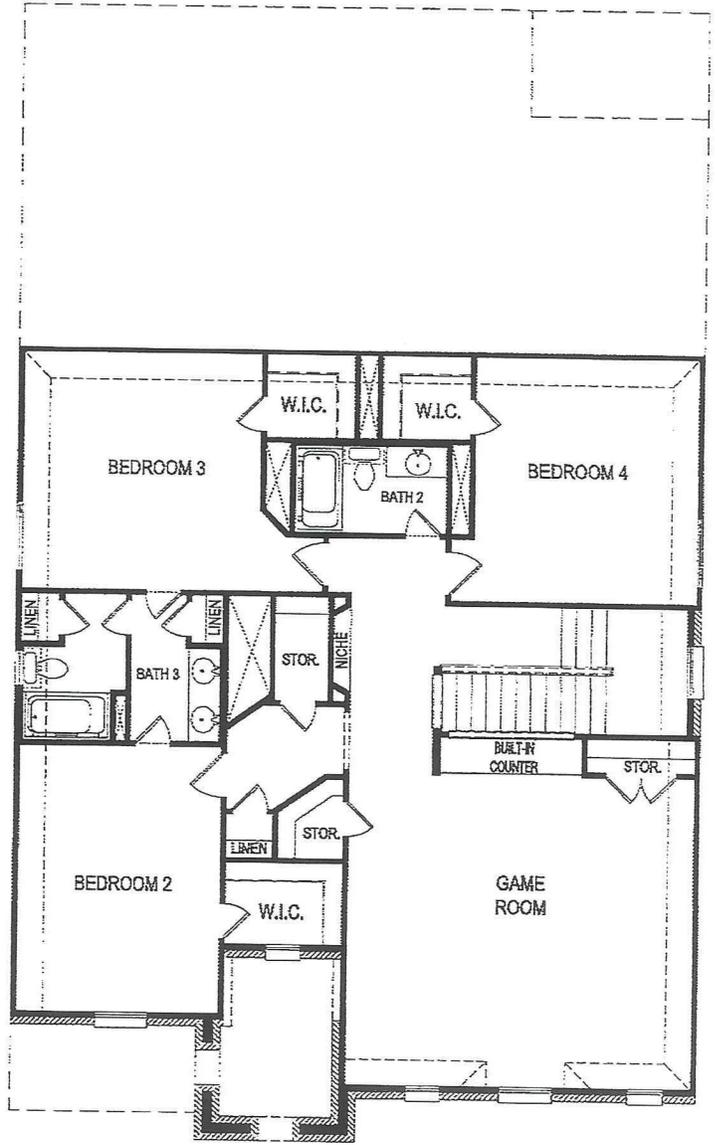


Stone Only

ImpressionHomes.net Preston Plan J3345 4 Bedrooms 3.5 Bathrooms 2 Car garage



FIRST FLOOR



SECOND FLOOR

Any dimensions and square footage shown, indicated, or stated are approximate and may vary from these art drawings of interior space. Impression Homes reserves the right to change features, prices, and design details without prior notice or obligation. Interior space drawings and exterior paintings are artistic interpretations of concepts and are not drawn to scale. Plan numbers are not intended to represent square footage.



April 13, 2017

Michael Brice  
984 Cassion Drive  
Lewisville, Texas 75067

Dear Michael,

My name is Ken Hodge and one of my companies is KDH Partners, Ltd. We are long time builders and developers, living and working here since 1972. We have developed and built in Double Oak, Bartonville, Copper Canyon, Trophy Club and Flower Mound. Our developments include Taylor Oaks in Double Oak, Wolf Hill in Bartonville, Canyon Oaks I & II in Copper Canyon, Wichita Creek Estate I & II, Point Noble, Vilamoura and Whisper Creek Estates in Flower Mound as well as Morriss Road Office Park and Fountain Park Office Park in Flower Mound. We have lived in most of our subdivisions and currently live in Point Noble in Flower Mound, where we have lived for 18 years.

We purchased the 17 acre tract off FM 3040 and Vista Drive in 1999 and of course have paid taxes on it since. The front half of the property will remain for commercial use and the back half is now being planned for residential. We have been approached by many residential builds and/or developers and indeed had some under contract. We agree with them that it is a good location and price point for the demand that is out there, so we decided to develop it ourself.

Items that should be of interest to you:

- Lot size: 5500 square feet
- House size: Restricted to a minimum of 1,850 square feet (average house should be 2,500 square feet)
- Price range from \$275,000 to \$350,000
- Primarily front entry garages
- High grade stained cedar fencing with steel galvanized posts in back yards that face the common alley
- Lots are currently under contract to Impression Homes. They build a quality home and are a good fit for Vista Villas.
- We hope to begin construction before years end and be able to offer houses for sale next year.

As is my custom, I would have like to have met you in person at a common meeting place before a public hearing. So hopefully before such meeting takes place, you will have time to check us out. We will, of course, be happy to answer any questions you have. Our office is 1013 Long Prairie in Flower Mound and our phone number is 972-355-1925. Please come by and meet us or call with any questions you might have.

Thanks,

Ken Hodge

## MEMORANDUM

**TO:** Donna Barron, City Manager

**THROUGH:** Brenda Martin, Finance Director

**FROM:** Renee Panella, Accounting Manager

**DATE:** June 14, 2017

**SUBJECT:** **Approval of Agreements for Ad Valorem Tax Billing and Collection Between the City of Lewisville and Denton County for Fiscal Year 2017-18; and Authorization for the City Manager to Execute the Agreement.**

### BACKGROUND

The City has received new one-year agreements from the Denton County Tax Assessor's office to bill and collect City ad valorem taxes and Josey Lane Public Improvement District (PID) assessments. The agreements also have a provision for an automatic one year renewal. The City started using Denton County Tax Assessor for the billing and collection of the City's ad valorem taxes in the 1997-98 fiscal year due to their ability to provide this service at a lower overall cost than the City could do in-house. The City began using Denton County Tax Assessor for the Josey Lane PID assessments last year when assessments in this PID began.

### ANALYSIS

The agreements include an increase in the billing rate as compared to this year. For FY2016-17, the County billed the City \$0.72 times the number of parcels on the City's tax roll, which amounted to \$23,894.64. This coming year, the rate will be \$0.82 cents per parcel for their services. The reason for the rate increase is due to technology and expansion of operations with new offices opening within Denton County.

Funding to cover these expenditures is proposed in the Finance Department General Fund 2017-18 budget and the Josey Lane PID Assessment Administration Fund. Additionally, collection percentages have remained well in excess of 98% of the current tax which is comparable to the percentage when the City performed this service.

### RECOMMENDATION

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

**THE STATE OF TEXAS §**

**COUNTY OF DENTON §**

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION  
BETWEEN DENTON COUNTY, TEXAS, AND  
CITY/ TOWN OF Lewisville**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the **City/Town of Lewisville** \_\_\_\_\_, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY.**"

**WHEREAS, COUNTY** and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

**WHEREAS, MUNICIPALITY** has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act;

**NOW THEREFORE, COUNTY** and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2017. The term of this Agreement shall be for a period of one year, from October 1, 2017, to and through September 30, 2018. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

**MUNICIPALITY** agrees to deliver this agreement no later than September 5, 2017 or the first Monday of September 2017 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2017, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings. **COUNTY** agrees to approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY**.

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date, **COUNTY** agrees to manage all notices and publications on behalf of **MUNICIPALITY** if request is received no later than July 25th. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2018.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2018. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

**MUNICIPALITY** accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

**MUNICIPALITY** understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

## VII.

For the services rendered during the 2017 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10<sup>th</sup> or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2017 tax rate by September 29, 2017. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2017 may cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30<sup>th</sup> or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30<sup>th</sup> or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2017, it may will cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed **\$0.82** per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1<sup>st</sup>, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **\$0.82** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup>, deduct from current collections of the **MUNICIPALITY** the “Total Cost” of providing all services described in paragraphs 1-5 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-5 above shall be the total of:

**\$0.82** x the total number of parcels listed on **MUNICIPALITY's** September 30, 2017 end of year Tax Roll for tax year 2016.

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

#### VIII.

**COUNTY** agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

#### IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**  
County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone 940-349-2820

**MUNICIPALITY:**  
The City/Town of Lewisville  
Address: 151 W. Church St.  
City, State, Zip: Lewisville, Texas 75057  
Telephone: 972-219-3775 Email: bmartin@cityoflewisville.com

XII.

**MUNICIPALITY** hereby designates Brenda Martin to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

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

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**COUNTY**

Denton County  
110 West Hickory  
Denton, Texas 76201

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

APPROVED FORM AND CONTENT:

\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

**MUNICIPALITY**

Town/City: Lewisville, Texas  
Address: 151 W. Church Street  
City, State, Zip: Lewisville, Texas 75057

BY: \_\_\_\_\_  
Name: Rudy Durham  
Title: Mayor

ATTEST:

BY: \_\_\_\_\_  
Name Julie Heinze  
Title City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Name  
Denton County Assistant  
District Attorney



THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT  
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

**JOSEY LANE PID \_\_\_\_\_ PUBLIC IMPROVEMENT DISTRICT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **CITY OF LEWISVILLE**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created, JOSEY LANE PID \_\_\_\_\_, hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

**WHEREAS**, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

**NOW THEREFORE**, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2017. The term of this Agreement shall be for a period of one year, from October 1, 2017, to and through September 30, 2018. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2017 or the first Monday of September 2017 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2017. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2018.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2018. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

### IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

**CITY/TOWN** accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

**CITY/TOWN** understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2017 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2017 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2017, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed **\$0.82** each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2017 assessment year.**

2. All unpaid assessments become delinquent on February 1<sup>st</sup> of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2018. The fee for this service will be a rate not to exceed **\$0.82**.

5. At least 30 days, but no more than 60 days, prior to April 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1<sup>st</sup>, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$0.82** per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2018 deduct from current collections of **DISTRICT** the “Total Cost” of providing all services described in paragraphs 1-7 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-7 above shall be the total of:

**\$0.82** x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2017 **end of year assessment roll for assessment year 2016**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

**CITY/TOWN** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners’ Court. All entities are assessed the same per parcel collection rate.

#### IX.

**COUNTY** agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2018. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone 940-349-2820

**CITY/TOWN:** CITY OF LEWISVILLE, TEXAS

Address: PO BOX 299002

City, State, Zip: LEWISVILLE, TX 75029-9002

Telephone: 972-219-3775 Email: BMARTIN@CITYOFFLEWISVILLE.COM

XIII.

**CITY/TOWN** hereby designates BRENDA MARTIN to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

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

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**COUNTY**

Denton County  
110 West Hickory  
Denton, Texas 76201

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:  
BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

APPROVED FORM AND CONTENT:  
\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

**CITY/TOWN**

CITY OF LEWISVILLE, TEXAS  
Address: PO BOX 299002  
City, State, Zip: LEWISVILLE, TX 75029-9002

BY: \_\_\_\_\_  
Name: Rudy Durham  
Title: Mavor

ATTEST:  
BY: \_\_\_\_\_  
Name Julie Heinze  
Title City Secretary

APPROVED AS TO FORM:  
\_\_\_\_\_  
Name  
Denton County Assistant District Attorney

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**VIA:** Eric Ferris, Assistant City Manager

**DATE:** July 3, 2017

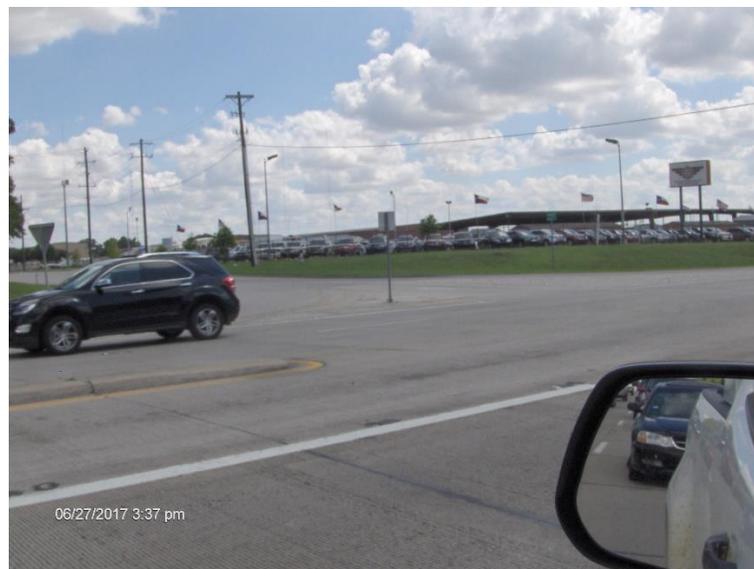
**SUBJECT:** **Approval of a Professional Services Agreement with Kimley-Horn and Associates in the Amount of \$81,000 for Design and Construction Phase Services Relating to Proposed Traffic Signals at: SH 121 Business and Huffines Boulevard, FM 2281 (Old Denton Road) and Magic Mantle Drive and FM 407 and Summit Avenue; and Authorization for the City Manager to Execute the Agreement.**

### BACKGROUND

The Traffic Signal project consists of designing traffic signals at three (3) intersections in the City of Lewisville: a) SH 121 Business and Huffines Boulevard; b) FM 2281 (Old Denton Road) and Magic Mantle Drive; and c) FM 407 and Summit Ave. Traffic studies were conducted for the SH 121 Business and Huffines Boulevard intersection and the FM 2281 and Magic Mantle Drive intersection resulting in the warrant levels being met to install traffic signals at these locations. The intersection of FM 407 and Summit Avenue has been a temporary traffic signal for over 10 years which is required to be upgraded to a permanent signal.

### ANALYSIS

**a. Intersection of SH 121 Business and Huffines Boulevard**



Subject: PSA with Kimley-Horn and Associates for the Traffic Signal Designs for SH 121 Business and Huffines Blvd, FM 2281 (Old Denton Rd) and Magic Mantle Dr, FM 407 and Summit Ave;  
July 3, 2017  
Page 2

A traffic study was performed at the intersection of SH 121 Business and Huffines Boulevard showing Texas MUTCD signal warrants were satisfied for the installation of a traffic signal at this location. The findings from the signal warrant analysis were submitted to TxDOT for their review and approval as SH 121 Business is a state highway. TxDOT approved the study and authorized the installation of a traffic signal on 03/09/2017. Construction funding for this signal was provided by the City of Farmers Branch as part of the Camelot Landfill Agreement.

**b. Intersection of FM 2281 (Old Denton Road) and Magic Mantle Drive**



A traffic study was also conducted at the intersection of FM 2281 (Old Denton Rd) and Magic Mantle Drive. The Texas MUTCD signal warrants were satisfied for the installation of a traffic signal at this location. The findings from the signal warrant analysis were submitted to TxDOT for their review and approval as FM 2281 is a TxDOT roadway. TxDOT approved the study and authorized the installation of a traffic signal on 12/22/2016.

Subject: PSA with Kimley-Horn and Associates for the Traffic Signal Designs for SH 121 Business and Huffines Blvd, FM 2281 (Old Denton Rd) and Magic Mantle Dr, FM 407 and Summit Ave;  
July 3, 2017  
Page 3

### **c. Intersection of FM 407 and Summit Avenue**



The traffic signal at the intersection of FM 407 and Summit Avenue has been a temporary traffic signal mounted on span wires for over 10 years. A permanent traffic signal is required to be installed at the intersection. Staff had requested TxDOT to construct a permanent traffic signal at the intersection. TxDOT responded that unless FM 407 in this section gets reconstructed, the temporary signal will not be upgraded. TxDOT said that they do not have any plans to reconstruct FM 407 in the foreseeable future. So, the City will be required to design and construct a permanent traffic light at this intersection. The signal heads have been hit by passing trucks several times over the past 10 years. A permanent installation with mast arms will correct the clearance issue.

TxDOT approval of the final plans will be required. Staff has negotiated a Professional Services Agreement with Kimley-Horn and Associates in the amount of \$81,000 to include design services, surveying and construction phase services. Design is expected to take roughly 6 months including staff review. Once completed, the plans will need to be reviewed and approved by TxDOT prior to bidding. Without unexpected delays, the project could be bid for construction in early spring, 2018. Kimley-Horn and Associates was chosen for this project because they have designed traffic signals for the City of Lewisville in the past and have vast experience working on traffic signals in the DFW metroplex including signals on TxDOT roadways. The most recent project that Kimley-Horn and Associates designed for the City is the Traffic Improvements 2012 project which involved the design of traffic signals at three locations. Design funding is available in the capital project accounts.

### **RECOMMENDATION**

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

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**Traffic Signal Designs for :**  
**SH 121 Business & Huffines Blvd.**  
**FM 2281 (Old Denton Road) & Magic Mantle Drive**  
**FM 407 & Summit Avenue**

The City of Lewisville, Texas, hereinafter called City, hereby engages Kimley-Horn and Associates, Inc., hereinafter called Consultant, to perform professional services in connection with the design of traffic signals for SH 121 Business & Huffines Blvd., FM 2281 (Old Denton Road) & Magic Mantle Drive, and FM 407 & Summit Avenue, hereinafter called Project.

**I. PROJECT. The Project is described as follows:**

This project will include survey and design of new traffic signals. The project will be designed in accordance with the City of Lewisville Standard Specifications and Standard Specifications for Public Works Construction of the North Central Texas Council of Governments as adopted by the City of Lewisville, except as otherwise noted.

Pedestrian access improvements (barrier free ramps and sidewalks) will be included in the design for intersections, including, the addition or modification of barrier free ramps that conforms to American Disabilities Act (ADA) regulations and Texas Department of Licensing and Regulation (TDLR) regulations. Permitting from TDLR may be required if the construction cost of the ADA improvements exceed \$50,000.

CONSULTANT will manage the services outlined in this scope as efficiently and effectively as practicable. CONSULTANT will manage the project team, communicate effectively, coordinate internally and externally with members of the project team, and proactively address project issues with the CITY's Project Manager and other assigned City representatives.

**A. Managing the Team:**

1. Lead, manage and direct design team activities
2. Confirm quality control is practiced in performance of the services outlined herein
3. Communicate internally among team members
4. Task and allocate team resources

**B. Communications and Reporting:**

1. CONSULTANT will attend an in-field kickoff meeting with CITY staff to confirm and clarify the project scope, document CITY objectives, and discuss economical and functional designs that meet CITY requirements.

2. Conduct and document two (2) project status / submittal review meetings with CITY Project Manager.
3. Prepare invoices and submit monthly in the format requested by the CITY.
4. Prepare and submit monthly progress reports in the format provided by the respective CITY Department.
5. Prepare and submit baseline Project Schedule initially, and Project Schedule updates with a schedule narrative monthly.
6. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design.

## **II. SCOPE OF SERVICES:**

The following activities apply for the project intersection noted above:

- A. **Surveying**: The Consultant shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. Topographic survey data will be collected at the following locations in order to establish base maps for the traffic signal design plans. The following particulars will also apply.
  1. Existing right-of-way and easement information at SH 121 Business & Huffines Blvd, FM 2281 (Old Denton Road) & Magic Mantle Drive, and FM 407 & Summit Avenue. The Consultant shall identify right-of-way and easements available through typical research methodologies (i.e. plats, courthouse filings, etc.). Undocumented easements may not be identified.
  2. Coordination with franchise utility companies shall take place to locate and mark existing franchise and public utilities prior to performing the topographic field survey at SH 121 Business & Huffines Blvd, FM 2281 (Old Denton Road) & Magic Mantle Drive, and FM 407 & Summit Avenue.
  3. The limits of the topographic survey will be 200' from the center of the intersection on each leg. The survey shall include the existing right-of-way width along both streets as well as intersection corner clips. The Consultant shall obtain oral permission from the adjacent property owners and/or tenants prior to surveying on private property, if necessary. The design survey shall be in Surface Coordinate system. No surface to grid coordinate system translations or conversions are anticipated or included in this Scope of Services.
  4. Topographic features will be surveyed to facilitate the design of each traffic signal. Coverage will extend beyond the existing right-of-way far enough to integrate the design with the adjacent property features. The field survey will identify and locate existing topographic elements within the existing intersection and roadway corridor including, but not limited to the following:
    - Property corner monumentation

- Existing pavement, gutters, top of curbs, sidewalks, barrier free ramps
  - Roadway and lane striping/buttons
  - Traffic signal elements (conduit, boxes, poles)
  - Driveways
  - Existing storm sewer inlets, manholes, junction boxes
  - Existing driveway culverts and swales
  - Existing sanitary sewer manholes
  - Utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, other public utilities, and franchise utilities (as marked)
  - Signs (excluding temporary signs)
  - Buildings and permanent structures
  - Retaining walls
5. Existing property corners, iron pins, etc. shall be tied into established existing rights-of-way, utilizing the City of Lewisville Horizontal Control Network. Prior to surveying on private property, the surveyor shall obtain oral permission from the property owners and/or tenant. If permission cannot be obtained, the City will assist or other arrangements worked out.
6. Vertical benchmarks, based on the City of Lewisville Vertical Control Network, shall be established such that all points of construction shall be within 100 feet of a benchmark. Benchmarks should not be subject to loss during construction. The City will furnish one or more benchmarks for this Project. The surveyor shall establish temporary benchmarks as needed throughout the length of the project.

**B. Construction Plans.** The Consultant shall develop construction plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The following particulars will also apply. The construction plans will consist of numerous sheets ordered as follows:

1. Title Sheet - (Sheet No. 1). The title sheet shall include a location map drawn to a scale of 1" = 1000', approximately ten inches square. It shall also include a sheet index with drawings numbered consecutively and without subscripts. Additionally, the title sheet shall show the project name "SH 121 Business & Huffines Blvd., FM 2281 (Old Denton Road) & Magic Mantle Drive, and FM 407 & Summit Avenue Traffic Signal Designs", project number, date, City logo, Consultant's name, address, and telephone number, and other items as may be specified.
2. Traffic Signal Layout Sheets. Traffic signal layout sheets shall be arranged with the north arrow up or to the right on the sheet. Sheets shall be drawn to a scale of 1" = 20' horizontally. Each intersection will include traffic signal and signing improvements with the appropriate conduit/cable schedule, signal sequence chart, detector assignment chart, signal cable termination chart; traffic signal foundation and

hardware detail sheets; and applicable City standard sheets.

3. Detail Sheets. The City's standard drawings may be used as a beginning point in developing standard details for this project. They are not to be simply copied, but shall be reviewed and modified for this project, as needed. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.
4. Miscellaneous. Construction plans also need to address erosion control, pavement markers and markings, general construction sequencing and traffic control (standards only), and all other improvements.
5. Review Plans — Preliminary plans shall be prepared and submitted at the 60% milestone. Final plans shall be prepared and submitted at the 90% and 100% milestones. Also, the Consultant may submit plan sheets or working drawings to the City for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Consultant shall attend up to 2 status meetings. The Consultant shall, in company with the City, perform one plans-in-hand review.
6. Design - The design of the project shall be in general accordance with the City of Lewisville General Development Ordinance, City of Lewisville Drainage Criteria Manual, City of Lewisville standard details, Texas Accessibility Standards, TxDOT design and construction standards (where applicable), and good engineering practices.
7. Prints — The Consultant shall provide prints of construction plans for review and permitting, including TxDOT standard plan sheets. Two sets of plans will be submitted to the City for each review stage. The City will run prints for bidding and construction.
8. Deliverables - The Project deliverables will include:
  - (1) Preliminary Plans (60%). One (1) full-size, five (5) half size set will be provided.
  - (2) Preliminary Specifications. Two (2) bound sets will be provided.
  - (3) Final Plans (90% and 100%). One (1) full-size, five (5) half size set will be provided.
  - (4) Final Specifications. One (1) set of reproducible originals will be provided.
  - (5) Final Opinion of Cost of Probable Construction Cost. Two (2) copies will be provided.
9. General - Construction plans shall be developed on electronic files compatible with the City's Intergraph CADD system - Microstation. Construction plans shall also be furnished on 4 mil, double matt, mylar sheets measuring 22" x 34" overall dimensions. The City's standard format shall be used. All review prints shall be furnished on 22" x 34" sheets. Construction plans shall be suitable for half-scale reduction and shall be provided as follows: one set of 11"x17" paper originals drawn by laser plotter.

**C. Construction Staking.:** Construction Staking - During the construction phase, the Contractor shall provide construction staking.

**D. Bidding, Construction and Closure.**

1. Bidding — During the bidding phase, the Consultant will attend the pre-bid meeting only. No additional involvement is included in this scope of services for bidding.
2. Construction —The Consultant will not be responsible for the contractor's work, nor shall the Consultant be required to perform inspection services. The Consultant shall assist the City in the preparation of field changes and/or change orders which may become necessary for the orderly completion of the project.
3. Closure —The Consultant shall prepare "record drawing" plans, incorporating all changes provided by the Contractor and known variations to provide the City the best possible set of record drawings. The final record drawings shall be furnished on mylar (one set of 22" x 34"), of the same specification as provided for in the Agreement and on CD in .tif format with individual .tif files provided for each plan sheet".

**E. Miscellaneous.:** Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee. Such services shall include, but are not limited to, the following:

1. Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
2. Other traffic engineering analyses
3. Surveying (other than that described in Task IIA of the Scope of Services)
4. Preparation for and attendance at public meetings (or other meetings in addition to those described in the Scope of Services).

**F. Information to Be Provided By City.:** We shall be entitled to rely on the completeness and accuracy of all information provided by the City. The City shall provide all relevant information requested by the Consultant during the project, including but not limited to the following:

- Copies of existing general notes, specifications, details or standards
- Electronic CADD files for Consultant's use in preparing base maps, if available
- Electronic files for Consultant's use in preparing bid documents
- Contacts for the electric company serving the proposed traffic signal

### **III. COMPENSATION.**

The Consultant agrees to perform the services described herein for \$81,000; and the City agrees to make payments in the amounts stated. A breakdown of the Fee by Task is included in Attachment “B”, which is hereby included in this Professional Services Agreement by reference.

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

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

**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 attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

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

**VII. INDEMNIFICATION. THE CONSULTANT AGREES TO 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 IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION OR**

**INTENTIONAL TORT OF CONSULTANT, ITS AGENT, EMPLOYEE, SUBCONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE 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 CONSULTANTS OR 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. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, SUBCONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT 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 project schedule, shown in Attachment "C" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, 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](http://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. PERFORMANCE.** In compliance with Texas Local Government Code 271.904, the Contractor agrees to perform the services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality as the City and under the same or similar circumstances and professional license; and to perform the services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, under the schedule as referenced in Section XIII of this Agreement.

## **ATTACHMENT "A"**

### **INSURANCE REQUIREMENTS** **ENGINEERING PROJECTS INVOLVING** **CONSTRUCTION**

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**

**THE CONSULTANT 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 IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL TORT OF CONSULTANT, ITS AGENT, EMPLOYEE, SUBCONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE 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 CONSULTANTS OR 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. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, SUBCONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED BY CONSULTANT 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.**

**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.

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

**CITY OF LEWISVILLE, TEXAS**  
Approved by the Lewisville City  
Council \_\_\_\_\_

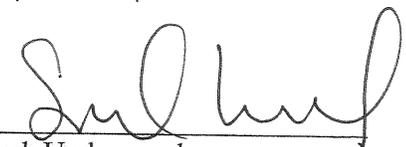
By: \_\_\_\_\_  
Donna Barron, City Manager

By:  \_\_\_\_\_  
Kevin Hoppers, P.E., PTOE  
Title: Vice President

Date: \_\_\_\_\_

Date: 5/22/17

Attest: \_\_\_\_\_  
Julie Heinze

Attest:  \_\_\_\_\_  
Sarah Underwood  
Title: Associate

**CITY OF LEWISVILLE**  
151 West Church Street  
Lewisville, Texas 75057

**KIMLEY-HORN AND ASSOCIATES, INC.**  
12750 Merit Drive, Suite 1000  
Dallas, Texas 75251

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

**ATTACHMENT “B” COMPENSATION**

**Traffic Signal Designs for :  
SH 121 Business & Huffines Blvd.  
FM 2281 (Old Denton Road) & Magic Mantle Drive  
FM 407 & Summit Avenue**

This Attachment “B” defines a breakdown of fees for various services to be performed by Kimley-Horn and Associates, Inc. (KH) in conjunction with this Project.

Basic Services: (Lump Sum)

Preliminary Design (0-60%)	\$34,200
Final Design (90-100%)	\$22,800

Basic Services: (Hourly)

Bidding, Construction and Closure	\$7,500
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Subtotal: **\$64,500**

Special Services: (Lump Sum)

Surveying	\$16,500
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**Total Fee \$81,000**

**ATTACHMENT “C”  
TIME OF COMPLETION**

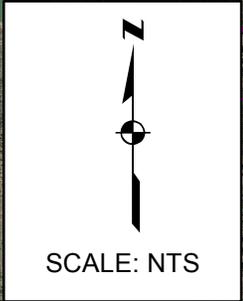
**Traffic Signal Designs for :  
SH 121 Business & Huffines Blvd.  
FM 2281 (Old Denton Road) & Magic Mantle Drive  
FM 407 & Summit Avenue**

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.

**IV.A. Commencement of Work** — The City agrees to issue written authorization to proceed as soon as practical. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.

**IV.B. Time Line** — The following items of work shall be completed within the time line indicated.

1. Completion/furnishing 60% preliminary plans and estimate of probable cost, sufficient to allow general approval of the traffic signal improvements and to confirm the preliminary construction cost estimate: 30 calendar days from date of receipt of field survey. Field survey services will commence within 10 days of written authorization from the City to proceed with the project.
2. Completion/furnishing 90% final plans, specifications, bid quantities, and construction cost estimate, excluding City review times: 30 calendar days from date of approval of 60% plans.
5. Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate, excluding City review times: 30 calendar days from date of approval of 90% plans.
6. Bidding and construction services shall correspond to City’s schedule and construction time.
7. Closure: 60 calendar days from the date of construction completion.



PROJECT LOCATION

S.H. 121 BUSINES

MIDWAY

HUFFINES BLVD.

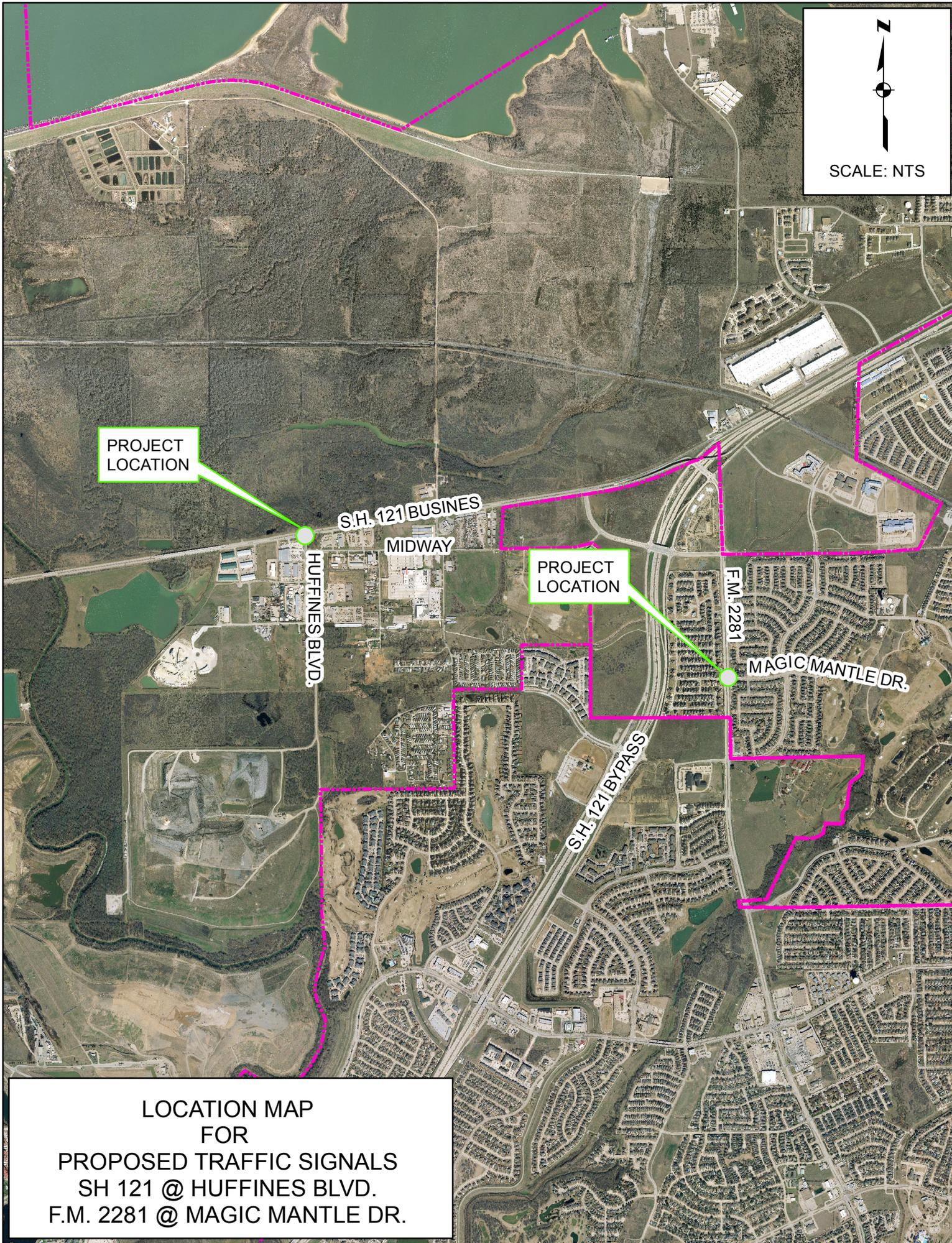
PROJECT LOCATION

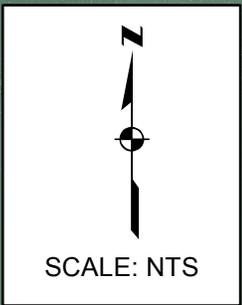
F.M. 2281

MAGIC MANTLE DR.

S.H. 121 BYPASS

LOCATION MAP  
FOR  
PROPOSED TRAFFIC SIGNALS  
SH 121 @ HUFFINES BLVD.  
F.M. 2281 @ MAGIC MANTLE DR.





LOCATION MAP  
FOR  
PROPOSED TRAFFIC SIGNAL  
F.M. 407 @ SUMMIT AVE.

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Nika Reinecke, Director of Economic Development

**DATE:** July 3, 2017

**SUBJECT:** **Approval of an Economic Development Agreement by and Between the City of Lewisville and 125 S. Walters, LLC; and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND

The proposed development will be for a 19-unit townhome project and construction of additional public parking on Walters Street. The developer owns property adjacent to the existing Walters Street parking lot. Based on the terms of this agreement, the City and the developer will exchange a portion of their properties to develop this project for residential units and public parking in accordance with the Old Town Master Plan. Exhibit F in the agreement is a license agreement to allow the developer to access the existing parking, make modifications and allow future residents to also use the parking lot as an access point to their units as shown on the development plan.

The property exchange will be done in accordance with Exhibits C and D in the agreement, however the new parking lot on the property conveyed to the City by the Developer will be constructed as part of phase I, immediately following the exchange of property. The remainder of the lots will not develop until the new parking lot is constructed and functional. City employees will be allowed to park in the east City Hall parking lot until the new parking lot is completed as part of the development. Fleet vehicles will continue to utilize the Walters parking lot as the back portion of the lot is not impacted. There will be no net loss of parking spaces once the project is completed.

### ANALYSIS

Staff has conducted a cost-benefit analysis and consulted with the City Council regarding the economic impact of this project. Based on the project scope, this project will bring a positive economic investment to Lewisville. This project will create a value of over \$6 million in Old Town Lewisville on less than one (1) acre piece of property. The proposed agreement provides for the following:

- Waiver of all fees collected at the time of building permit including park development fees, and reimbursement of water and sanitary sewer impact fees.
- A grant in the amount of \$200,000 to be provided upon completion of the public improvements for the project as follows:
  - A. Water line
  - B. Storm Sewer
  - C. Platting, title and closing costs for the land swap
  - D. Reimbursement of construction inspection fees
  - E. Reimbursement of administrative fees
  - F. City will provide street lights in conjunction with Walter's improvement project
  - G. Demolition, excavation and erosion control

H. Moving the electric charging stations in the parking lot

- Properties will be subdivided in accordance with a plat approved by the Planning and Zoning Commission.

The agreement calls for the project to complete by December of 2018 and the agreement will be terminated for any lots that have not developed by this date.

**RECOMMENDATION**

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

# Aerial Map - Brownstones on West Walters



## **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 125 S. Walters, LLC (“Developer”) (jointly, “Parties”).

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted 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; and

**WHEREAS**, Developer owns property, described in Attachment “A”, attached hereto and made a part hereof, located at 125 W. Walters Street, Lewisville, Texas (“Developer’s Property”), which is currently undeveloped; and

**WHEREAS**, the City owns property, described in Attachment “B”, attached hereto and made a part hereof, located at 107 W. Waters Street (“City’s Property”), which is currently a public parking lot; and

**WHEREAS**, both Developer’s Property and the City’s Property are located within Tax Increment Reinvestment Zone Number 1 and

**WHEREAS**, Developer wishes to develop a nineteen-lot mixed use development, as shown on Attachment “E”, attached hereto and made a part hereof; and

**WHEREAS**, the development of the Project, hereinafter defined, will necessitate an exchange of real property between the City and Developer wherein Developer exchanges a portion of Developer’s Property (“Developer’s Exchanged Portion”), as described in Attachment “C”, attached hereto and made a part hereof, for a portion of the City’s Property (“City’s Exchanged Portion”), as described in Attachment “D”, attached hereto and made a part hereof; and

**WHEREAS**, Developer’s Exchanged Portion is worth at least the fair market value of the City’s Exchanged Portion; and

**WHEREAS**, Developer shall, as part of the Project, construct a public parking lot on Developer’s Exchanged Portion to replace the public parking lost on the City’s Exchanged Portion; and

**WHEREAS**, the City desires to provide, pursuant to the Statute, an incentive to Developer to develop the Project, as shown in Attachment “E”; and

**WHEREAS**, Developer agrees to develop the Project in a manner consistent with the development plan as described in Attachment “E”; and

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to the Statute; and

**WHEREAS**, the City finds that entering into this Agreement for construction of the Project would promote local economic development by providing new housing and providing jobs related to the construction activities in developing the Project, and stimulate business and commercial activity within the municipality by enabling residents to live in the immediate area of Old Town Lewisville, a focus of business and commercial activity and development in the City, 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 marked on this Agreement (“Effective Date”) and shall continue until the earlier of December 30, 2018 or Substantial Completion, as hereinafter defined, of the Project as shown in Attachment “E”, unless sooner terminated as provided for herein (“Term”). This Agreement terminates automatically on the last day of the twelfth (12<sup>th</sup>) 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.

“**City’s Exchanged Portion**” shall have the meaning set forth in the recitals of this Agreement.

“**City’s Property**” shall have the meaning set forth in the recitals of this Agreement.

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

“**Developer’s Exchanged Portion**” shall have the meaning set forth in the recitals of this Agreement.

“**Developer’s Property**” shall have the meaning set forth in the recitals 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.

“**Project**” shall mean a nineteen-unit residential development, other structures and amenities, and landscaping, as well as all public facilities needed to serve the development, including water, sanitary sewer, paving and storm drainage, and a public parking lot, all as described on the development plan shown in Attachment “E.”

“**Substantial Completion**” shall occur upon the issuance of all 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 Property Exchange. As soon as practical after the Effective Date of this Agreement, Developer shall convey to the City by special warranty deed (lien-free but otherwise subject to matters of record approved by the City) Developer’s Exchanged Portion, described in Attachment “C”, and the City shall convey to Developer by special warranty deed (lien-free but otherwise subject to matters of record approved by the Developer) the City’s Exchanged Portion, as described in Attachment “D”.

3.2 Subdivision. After the conveyance of property as described in section 3.1 above, Developer shall subdivide said property in accordance with a plat approved by the Planning and Zoning Commission.

3.3 Commencement of Project. As soon as practical after the conveyance of the property as described in section 3.1 above, Developer shall commence with the construction of the

Project in accordance with Attachment “E”. Phase I which includes Lots 1-5 and the construction of new public parking shall be completed before the remaining lots are developed. Attachment “E” may be amended only by mutual written consent of the Parties, and such amendment shall be attached to and incorporated into this Agreement. Developer shall complete the Project in accordance with Attachment “E” no later than December 30, 2018. The economic development incentives described section 4.1 and 4.2 of this Agreement shall not be applicable to any lots that have not started construction by this date.

3.3.1 Developer desires to use the City’s Property for vehicular access to Developer’s Property. Such use shall be permitted in accordance with the terms and conditions set forth in the license agreement which is attached hereto as Attachment “F”. A traffic and access control plan shall be submitted and approved by the City prior to start of construction. The plan shall indicate the construction traffic, staging of material and phasing of public improvements that may impact the City’s existing parking lot. This plan may be adjusted as approved by the City Engineer during construction. The plan shall minimize construction traffic, during business hours, in the City’s public parking lot.

3.4 Construction of Public Parking Lot. As soon as practical after the conveyance of the property as described in section 3.1 above, Developer shall construct a public parking lot, as shown on Attachment “E”, on Developer’s Exchanged Portion, in accordance with specifications approved by the City.

3.4.1 The City shall reimburse Developer for all costs associated with the construction of the parking lot, as shown on Attachment “E” which is currently estimated at \$264,417. The City shall reimburse Developer for the completed work, which shall be verified by the City’s Engineering Department prior to payment.

3.4.2 The reimbursement will be based on invoices submitted to the City for actual work completed on the parking lot. Developer shall submit invoice(s) with supporting documentations, as requested by the City, on monthly or quarterly basis. Payment shall be made by the City within thirty

(30) days after Developer submits all invoices for the work done with proof of payment which is deemed acceptable by the Office of Economic Development.

3.5 Reconstruction of Existing Public Parking Lot. As soon as practical during the construction phase of the Project, Developer shall, at its own cost and at no cost to the City, reconstruct and restore the public parking lot located on City's Property, as shown on Attachment "E", in accordance with specifications approved by the City.

3.6 Substantial Completion. The Project shall reach Substantial Completion by December 30, 2018. In the event of Force Majeure or if, in the reasonable opinion of the City, 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 INCENTIVES**

4.1 Fee Grant. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to provide to 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 ("Fee Grant").

4.1.1 The water and sanitary sewer impact fees for the Project shall be paid to the City by Developer at the time of issuance of building permit, as required by City ordinance.

4.1.2 Within thirty (30) days of Substantial Completion, Developer shall request payment of the Fee 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 related to the Project. Any amount owed to Developer as allowed under the Fee Grant shall be paid within thirty (30) days after the City receives written notice requesting payment and all necessary supporting documentation from Developer.

4.2 Waiver of Fees. The City shall also waive the park development fees and building permit fees which are directly related to the construction of the Project. Notwithstanding any fee waiver, Developer must still obtain all permits required by City ordinance for the Project.

4.3 Improvements/Miscellaneous Grant. Subject to the satisfaction of the terms and conditions of this Agreement and upon completion of the public improvements listed below, the City agrees to provide to Developer an economic development grant in an amount not to exceed \$200,000 for certain actual expenses for the following:

- A. Water line
- B. Storm sewer
- C. Platting, title and closing costs for platting after the property conveyance
- D. Construction inspection fees
- E. City administrative fees
- F. Landscaping and lighting improvements costs associated with the Walters improvement project
- G. Demolition, excavation and erosion control related to the existing public parking lot currently located on the City's Exchanged Portion
- H. Moving the electric charging stations in the existing parking lot currently located on the City's Exchanged Portion

4.3.1 Any waiver of fees from the list in section 4.3 will be shown as a deduction from the Improvements/Miscellaneous Grant.

4.3.2 At a time determined by the City, the City, at its cost and at its sole discretion, will construct the Walters Street improvements which includes the preparation of all design and construction documents. Regardless of the actual construction date of the Walters Street improvements, a charge of \$12,000 for landscaping and lighting improvements associated with said improvements shall be immediately deducted from the Improvements/Miscellaneous Grant.

4.3.3 Payment of the Improvements/Miscellaneous Grant shall be made upon successful completion of the corresponding work as listed above. Payment requests shall be made no later than forty-five (45) days after the Substantial Completion date. **Failure to timely submit such requests may delay or void reimbursement at the City's discretion.** Payment shall be made by

the City within thirty (30) days after Developer submits all invoices for the work done with proof of payment which is deemed acceptable by the Office of Economic Development.

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 grants or other incentives 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 grants paid to the Developer and any fees waived by the City under Article IV 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 Developer, unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as Developer's assignee agrees to be bound by all terms and conditions of this Agreement.

6.2 It is understood and agreed between the Parties that 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 Developer further agrees that the City, its agents and employees, shall have reasonable rights of access to the Project 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 ensure that the Project is 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 Developer reasonable prior telephone or written notice of any such inspection, and (ii) a representative of 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 Project 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:

125 S Walters LLC  
Attn: Robby Rahmani  
5600 W. Lovers Lane Ste 116-310  
Dallas, Texas 75209

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:**

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Lizbeth Plaster, City Attorney

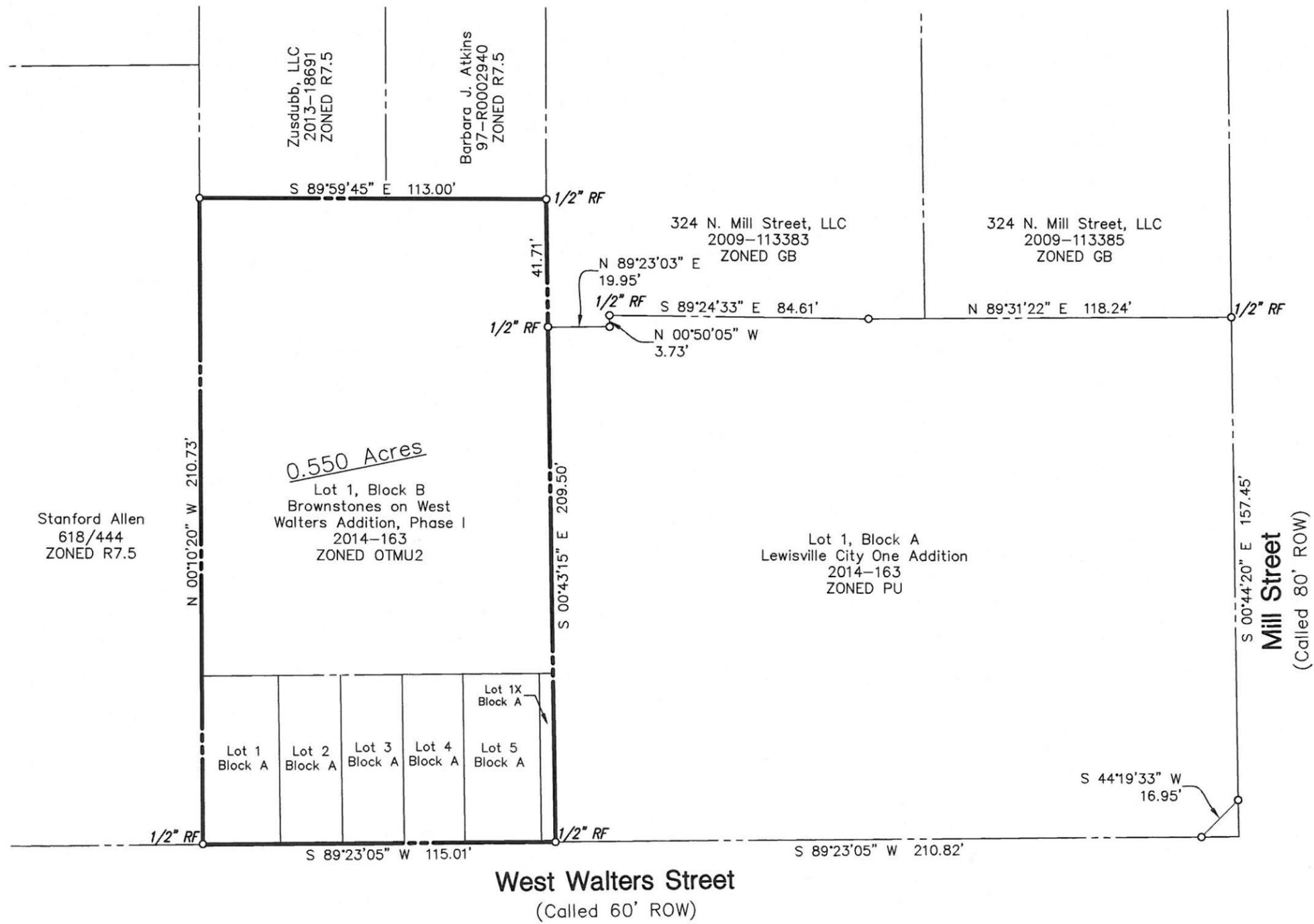
**DEVELOPER:**      **125 S. Walters, LLC:**  
A Texas Limited Liability Company  
By:

---

Robby Rahmani, Managing Partner

Attachment "A"  
Description of Developer's Property

File: Z:\2016\16171\Drawings\Survey\LSE Attachments\16171 Attachment A  
 Plotted: 6/28/2017 11:36 AM, by James Stowell. Saved: 6/28/2017 10:36 AM, by James



**PRELIMINARY DOCUMENT:**  
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY  
 PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED  
 UPON AS A FINAL SURVEY DOCUMENT.  
 JAMES STOWELL, RPLS 6513      6/28/17

**ATTACHMENT A**  
 All of Lot 1, Block B & Lots 1-5 & 1X, Block A  
 Brownstones on West Walters Addition, Phase I  
 0.550 Acres  
 in the  
 J. W. KING SURVEY, ABSTRACT No. 696  
 CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS

- NOTES:**
- Bearings based on Texas Coordinate System, North Central Zone (42020), NAD '83.
  - Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
  - No flood zone area analysis has been performed by G&A Consultants, LLC, on the subject property.

Lot 1, Block A  
 Old Town City Hall Addition  
 2002-R0099890  
 ZONED PU



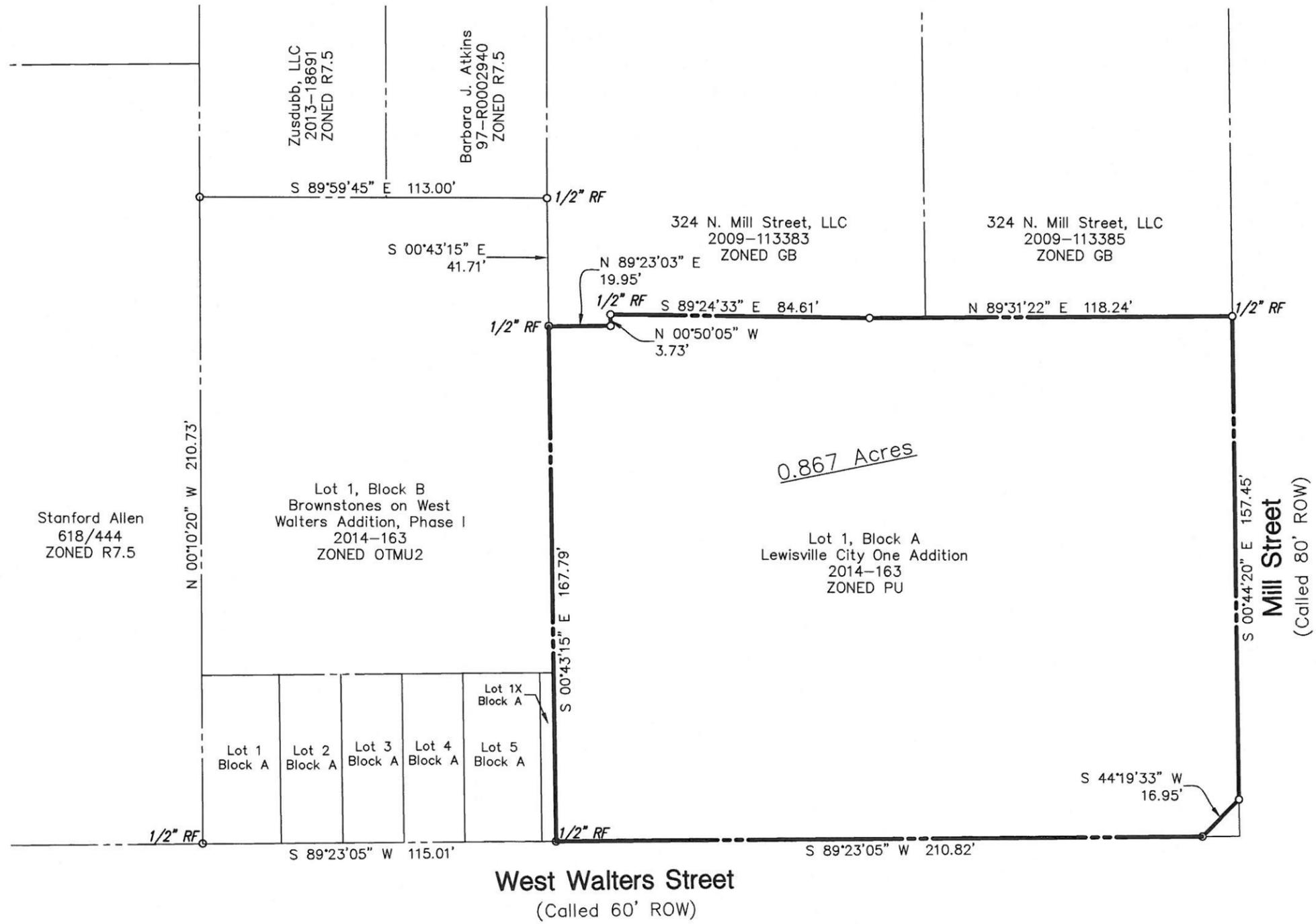
SITE PLANNING CIVIL ENGINEERING PLATTING  
**CONSULTANTS, LLC**  
 LAND SURVEYING LANDSCAPE ARCHITECTURE

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

DRAWN BY: JS    DATE: 6/28/17    SCALE: 1" = 40' JOB. No. **16171**

Attachment "B"  
Description of City's Property

File: Z:\2016\16171\Drawings\Survey\LSE Attachments\16171 Attachment B  
 Plotted: 6/28/2017 11:36 AM, by James Stowell. Saved: 6/28/2017 11:06 AM, by James



**PRELIMINARY DOCUMENT:**  
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY  
 PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED  
 UPON AS A FINAL SURVEY DOCUMENT.  
 JAMES STOWELL, RPLS 6513 6/28/17

**ATTACHMENT B**  
 All of Lot 1, Block A, Lewisville City One Addition  
 0.867 Acres  
 in the  
 J. W. KING SURVEY, ABSTRACT No. 696  
 CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS

- NOTES:**
- Bearings based on Texas Coordinate System, North Central Zone (42020), NAD '83.
  - Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
  - No flood zone area analysis has been performed by G&A Consultants, LLC, on the subject property.

Lot 1, Block A  
 Old Town City Hall Addition  
 2002-R0099890  
 ZONED PU

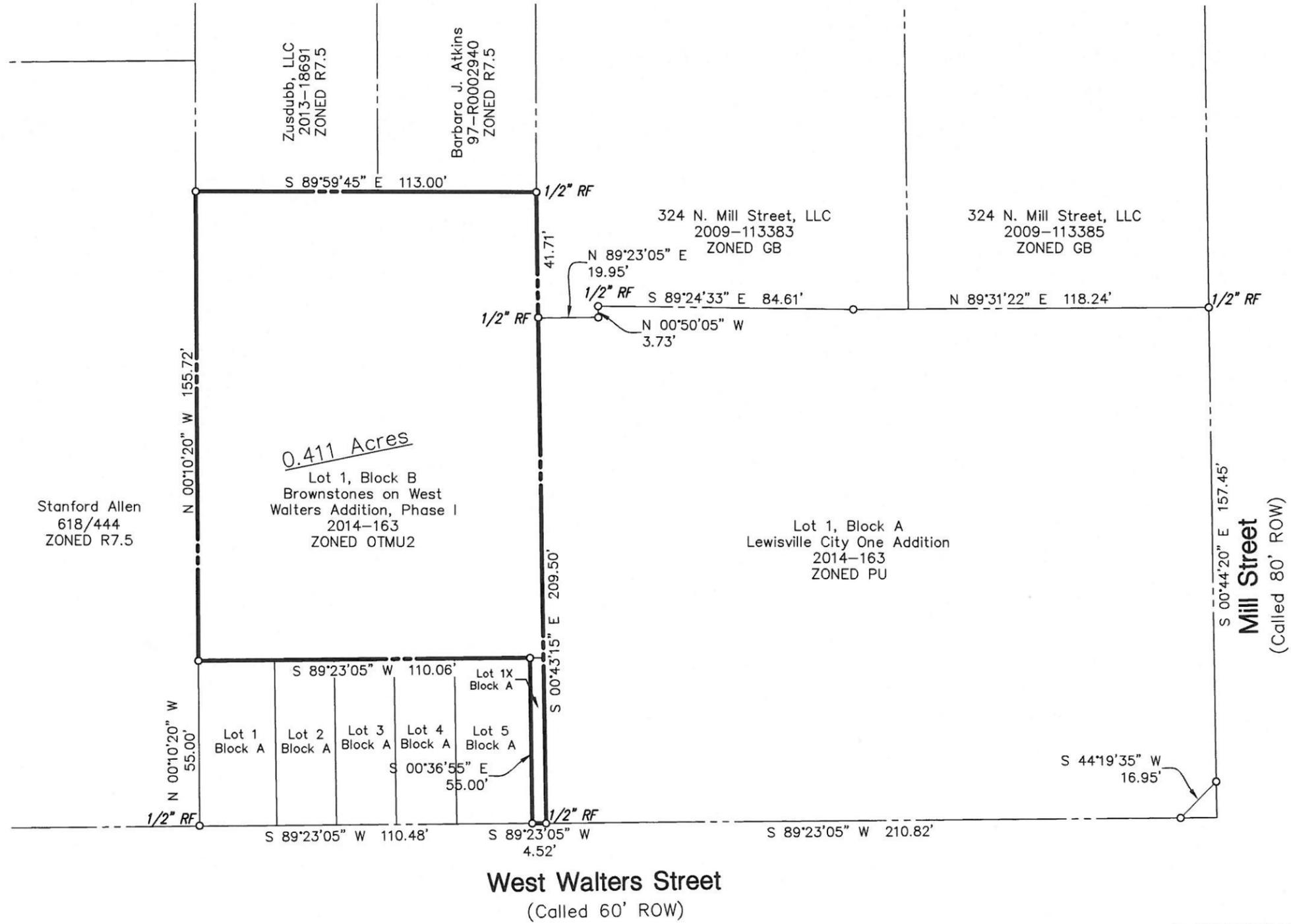
**G & A**  
 SITE PLANNING CIVIL ENGINEERING PLATTING  
**CONSULTANTS, LLC**  
 LAND SURVEYING LANDSCAPE ARCHITECTURE

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

DRAWN BY: JS DATE: 6/28/17 SCALE: 1" = 40' JOB. No. **16171**

Attachment "C"  
Description of the Portion of Developer's Property  
that will be Exchanged for the City's Property

File: Z:\2016\16171\Drawings\Survey\LSE Attachments\16171 Attachment C  
 Plotted: 6/28/2017 11:36 AM, by James Stowell. Saved: 6/28/2017 11:06 AM, by James



0.411 Acres

**PRELIMINARY DOCUMENT:**  
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY  
 PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED  
 UPON AS A FINAL SURVEY DOCUMENT.  
 JAMES STOWELL, RPLS 6613 6/28/17

**ATTACHMENT C**  
 All of Lot 1, Block B & Lot 1X, Block A  
 Brownstones on West Walters Addition, Phase I  
 0.411 Acres  
 in the  
 J. W. KING SURVEY, ABSTRACT No. 696  
 CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS

- NOTES:**
- Bearings based on Texas Coordinate System, North Central Zone (42020), NAD '83.
  - Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
  - No flood zone area analysis has been performed by G&A Consultants, LLC, on the subject property.

Lot 1, Block A  
 Old Town City Hall Addition  
 2002-R0099890  
 ZONED PU



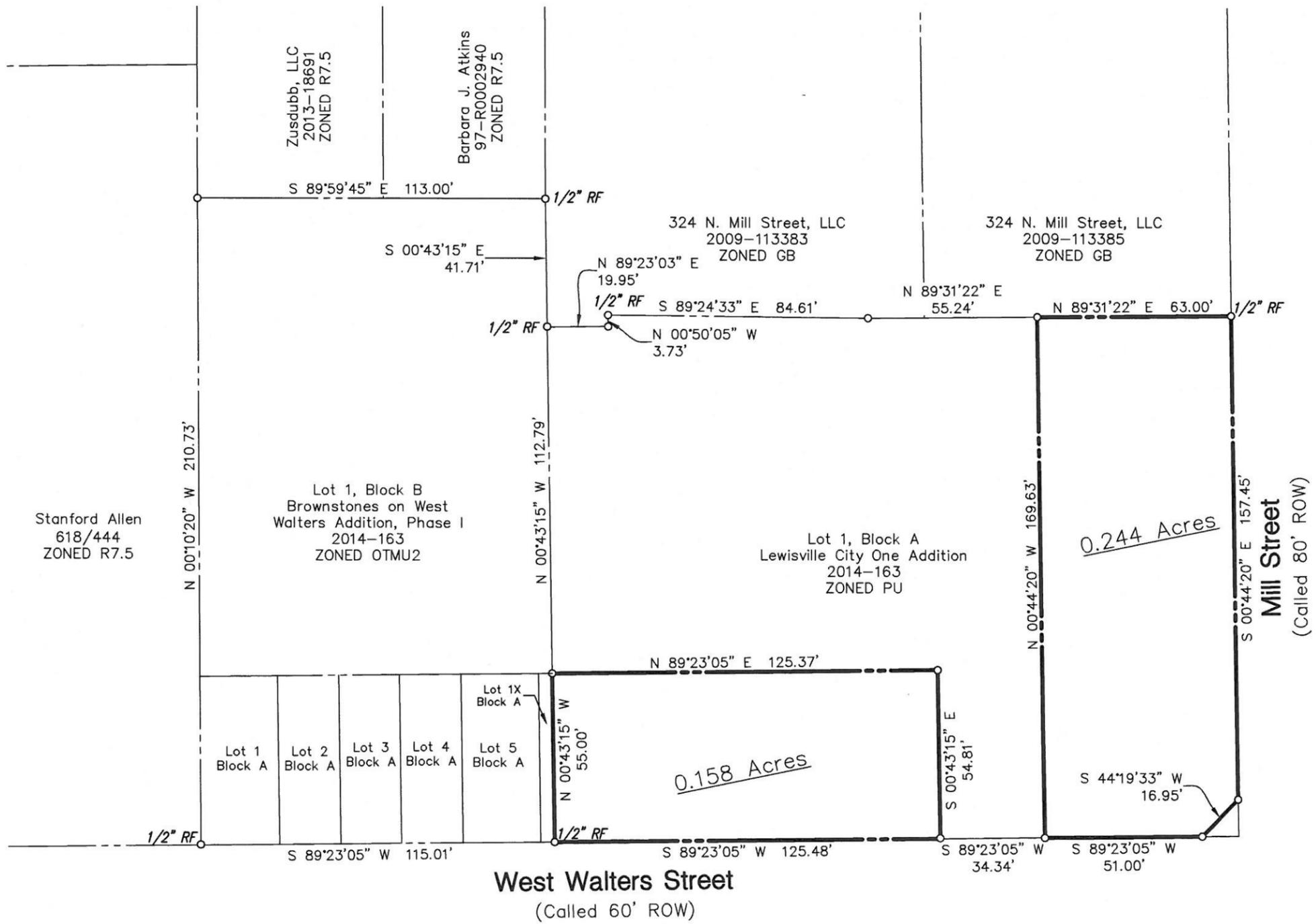
SITE PLANNING CIVIL ENGINEERING PLATTING  
**CONSULTANTS, LLC**  
 LAND SURVEYING LANDSCAPE ARCHITECTURE

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

DRAWN BY: JS DATE: 6/28/17 SCALE: 1" = 40' JOB. No. **16171**

Attachment "D"  
Description of the Portion of the City's Property  
that will be Exchanged for Developer's Property

File: Z:\2016\16171\Drawings\Survey\SE Attachments\16171 Attachment D  
 Plotted: 6/28/2017 11:36 AM, by James Stowell; Saved: 6/28/2017 11:07 AM, by James



**PRELIMINARY DOCUMENT:**  
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY  
 PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED  
 UPON AS A FINAL SURVEY DOCUMENT.  
 JAMES STOWELL, RPLS 6513 6/28/17

**ATTACHMENT D**  
 Part of Lot 1, Block A, Lewisville City One Addition  
 0.402 Acres  
 in the  
 J. W. KING SURVEY, ABSTRACT No. 696  
 CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS

- NOTES:**
- Bearings based on Texas Coordinate System, North Central Zone (42020), NAD '83.
  - Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
  - No flood zone area analysis has been performed by G&A Consultants, LLC, on the subject property.

Lot 1, Block A  
 Old Town City Hall Addition  
 2002-R0099890  
 ZONED PU

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

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

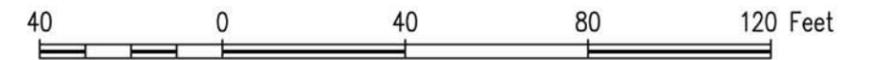
DRAWN BY: JS DATE: 6/28/17 SCALE: 1" = 40' JOB. No. **16171**

Attachment "E"  
Development Plan



LAND SWAP CONCEPT C RENDER  
Brownstones on West Walters

City of Lewisville  
Denton County, Texas



Attachment "F"  
License Agreement

## LICENSE AGREEMENT

This License Agreement (this “Agreement”) is entered into between the **CITY OF LEWISVILLE, TEXAS** (the “City”) and **ROBBY RAHMANI, 125 S. WALTERS, LLC**, a Texas limited liability company (“Licensee”) (jointly, the “Parties”).

**WHEREAS**, Licensee or its affiliates own the property located at 125 W. Walters Street, Lewisville, Texas, and legally described in the Proposed Plat for Brownstones on West Walters Addition, Phase I Lots 1-5 and 1X, Block A Lot 1, Block B, (the “Property”); and

**WHEREAS**, Licensee desires to use the City-owned parking lot at 107 W Walters Street, which is more specifically depicted in **Exhibit A** (the “Licensed Area”) for vehicle access to the Property, including making permanent physical changes within the Licensed Area (the “Improvements”) in accordance with the plans attached hereto as **Exhibit B** (the “Plans”); and

**WHEREAS**, the City owns the Licensed Area that Licensee desires to use for access; and

**WHEREAS**, the Licensed Area is not needed or used by the City for any purposes other than for public parking, access to public parking, and utilities, and the access and Improvements licensed under this Agreement will not interfere with the current use or operation of the Licensed Area; and

**WHEREAS**, Licensee desires to use the Licensed Area in accordance with the terms of this Agreement; and

**WHEREAS**, the Licensee commits that they would never seek to claim the property as their own property.

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

1. **Recitals Incorporated.** The recitals set forth above are hereby adopted and incorporated into the body of this Agreement as if fully set forth herein.

2. **Limits on License.** This License is made subordinate to the right of the City to use the Licensed Area for any purpose including, but not limited to: public parking and public access thereto; the right to access, maintain, and repair the Licensed Area; the right to access, maintain, repair, and expand existing utilities in the Licensed Area; and the right to grant easements including all or a portion of the Licensed Area to any utility operating under a valid franchise agreement with the City. This License is made subordinate to the terms of any easement over the Licensed Area. It is understood and agreed that this Agreement shall remain in effect unless terminated by either party. Either party may terminate the Agreement upon providing a minimum of ninety (90) days’ written notice to the other party, except that the City may terminate the Agreement immediately upon an Event of Default. This License shall automatically terminate in the event of the sale of the Licensed Area by the City.

3. **Grant of License; Consideration.** The City hereby grants Licensee a non-exclusive, revocable license for the purpose of allowing vehicle access to the Property across the Licensed Area and for the purpose of allowing Licensee to make the Improvements to the Licensed Area in accordance with the Plans. Licensee shall pay to the City ten dollars (\$10.00) for the right to use the Licensed Area in accordance with this License, payable, in advance, without notice, demand, deduction, counterclaim or set-off.

4. **Use.** Licensee may occupy the Licensed Area on the Effective Date and shall use the Licensed Area only for vehicle access to the Property across the Licensed Area and for the construction and installation of the Improvements as specified in the Plans and set forth in this Agreement. The Licensee shall not be allowed to make any other improvements or construct any other temporary or permanent structures on the Licensed Area.

5. **Limited Assignment or Subletting.** Except for the assignment of this Agreement to the successor in fee ownership of the Property that benefits from this Agreement, Licensee will not assign this Agreement nor sublet the Licensed Area in whole or in part, and will not permit Licensee's interest in this Agreement to be vested in any third party by operation of law or otherwise.

6. **Construction, Repairs, & Maintenance.** Licensee takes the Licensed Area AS-IS with any and all defects. Licensee shall construct and install the Improvements in accordance with the Plans and in compliance with federal, state, and local laws and regulations. Upon completion of the Improvements, City shall have the right to inspect the Improvements, and Licensee shall promptly repair, in a good and workmanlike manner, any defect identified by the City in the Improvements. All repairs must be performed in accordance with all laws and regulations. All repairs must be approved by the City and may require permits from the City prior to commencement. The City also reserves the right to require that performance, payment, and/or maintenance bonds be posted by the Licensee prior to beginning work on the Improvements or Licensed Area. The form and substance of such bonds shall be determined by the City. If Licensee fails to make repairs, the City shall have the right to hire a third party to repair the damage, defect, or dangerous condition, and Licensee shall promptly reimburse the City for the cost of such repairs and any bonds obtained by the City or its contractor. Payment shall be made upon Licensee's receipt of invoice from the City. The Licensee may be subject to reimburse the City for repairs to City property within the Licensed Area which are required due to damage caused by the Licensee or any employee, agent, or invitee of the Licensee. The City shall maintain the surface area of the Licensed Area, except that Licensee shall be responsible for the maintenance, repair, routine service and/or replacement of all privately owned equipment within the Licensed Area, if any.

7. **Insurance.** The Licensee shall provide the insurance in the amounts and kinds listed in **Exhibit C** attached hereto. The City shall be listed as an additional insured on Licensee's insurance policy. Licensee shall provide the City with a certificate of insurance with respect thereto.

8. **Mechanic's Liens Not Permitted.** The Licensee shall fully pay for all labor and materials used in, on or about the Licensed Area and will not permit or suffer any mechanic's or

material man's liens of any nature be affixed against the Improvements or Licensed Area by reason of any work done or materials furnished to the Licensed Area at Licensee's instance or request.

9. **Events of Default.** If the occurrence of any of the following events continues for a period of ten (10) days after Licensee's receipt of written notice of any such event shall constitute a material default and breach of the Agreement (an "Event of Default"):

- a. failure by Licensee to maintain the required insurance in the amount required by the City and naming the City as an additional insured;
- b. failure by Licensee to observe and perform any obligation under this Agreement;
- c. making by Licensee of any general assignment for the benefit of creditors; the filing by or against Licensee of a petition to have such party adjudged as bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy; or
- d. failure of Licensee to obey all federal, state, and local laws and regulations.

10. **Remedies.** When an Event of Default occurs, the City may exercise any remedy available at law or in equity.

11. **Hazardous Substances.** No hazardous substances shall be kept on the Licensed Area.

12. **Alterations.** Licensee will not make any additions, improvements, or alterations, structural or otherwise, in or to the Licensed Area without the prior written consent of the City, beyond the Improvements which have been approved as part of this Agreement. Any alteration is at the sole expense of the Licensee.

13. **Attorney's Fees.** If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, on any default hereunder, the unsuccessful party in such action or proceeding agrees to pay the reasonable attorney's fees, costs, and expenses incurred by the successful party.

14. **Surrender.** Upon termination or expiration of this Agreement, Licensee, upon request by the City, shall remove all Improvements and appurtenances owned by it, situated in, under, on or within the Licensed Area and shall restore such Licensed Area to substantially the condition of the Licensed Area prior to Licensee's encroachment at Licensee's sole expense.

15. **No Business Relationship.** The City and Licensee are independent contracting parties and under no circumstances will their relationship be held out as, or interpreted to be or create, an agency, franchise, partnership, employment, or joint venture relationship.

16. **Waiver of Breach.** Waiver by either party of non-performance or breach of any condition or legal right or remedy under this Agreement or under law, will not constitute any further waiver of any other condition or legal right or remedy. No waiver of any condition or legal right or remedy will be implied by the failure of either party to declare an Event of Default under

this Agreement when that party has the right to do so. No waiver by either party of any condition or legal right or remedy will be valid unless it is in writing signed by the waiving party.

**17. INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, ITS AGENTS, OFFICIALS, EMPLOYEES, AGENTS, AND LICENSEES (FOR PURPOSES OF THIS PARAGRAPH COLLECTIVELY REFERRED TO AS "CITY") HARMLESS FROM ANY LOSS, REASONABLE ATTORNEY'S FEES, COURT, AND OTHER COSTS, OR CLAIMS ARISING OUT OF LICENSEE'S USE OF THE LICENSED AREA OR ARISING OUT OF A BREACH OF THIS AGREEMENT BY LICENSEE. THE CITY SHALL NOT BE LIABLE TO LICENSEE OR LICENSEE'S AGENTS, EMPLOYEES, INVITEES, LICENSEES OR VISITORS FOR ANY INJURY TO PERSON, LOSS OF OR DAMAGE TO PROPERTY, OR FOR LOSS OF OR DAMAGE TO LICENSEE'S BUSINESS, OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF THE CITY, OR BY ANY CAUSE WHATSOEVER. THE CITY SHALL NOT BE LIABLE FOR, AND LICENSEE SHALL INDEMNIFY THE CITY AND SAVE HARMLESS FROM, ALL SUITS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE LICENSED AREA, OR THE OCCUPANCY OR USE BY LICENSEE, ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS OF THE LICENSED AREA OR OCCASIONED WHOLLY OR IN PART BY AN ACTION OR OMISSION OF LICENSEE, IT AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS. IF THE CITY SHALL BE MADE A PARTY TO ANY ACTION COMMENCED BY OR AGAINST LICENSEE, ITS AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR VISITORS, LICENSEE SHALL PROTECT AND HOLD THE CITY HARMLESS THEREFROM AND ON DEMAND SHALL PAY ALL COSTS, EXPENSES, AND REASONABLE ATTORNEY'S FEES INCURRED BY THE CITY IN CONNECTION THEREWITH. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**18. No Real Property Interest Created.** Nothing in this Agreement shall or shall be deemed to grant, convey, create, or vest in Licensee a real property interest in land of any nature whatsoever, including any fee, leasehold interest, or easement. Furthermore, in no way shall this Agreement ever be construed as an abandonment of the City's right-of-way or property.

**19. Access.** Licensee agrees to allow the City to enter the Licensed Area at all times for any reason deemed necessary by the City.

**20. Notices.** 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 the City by notice to:  
City of Lewisville, Texas

Attn: City Manager  
151 W. Church Street  
Lewisville, Texas 75057

For Licensee by notice to:  
125 S. Walters, LLC  
Attn: Robby Rahmani  
5600 W. Lovers Lane, Suite 116-310  
Dallas, Texas 75209

21. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Parties, and no amendment to the Agreement shall be made except upon the written agreement of the Parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.

22. **Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be only in Denton County, Texas.

23. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

24. **Ordinances.** Except as specifically provided in this Agreement, the Parties agree that Licensee shall be subject to all ordinances of the City of Lewisville, Texas, whether now existing or in the future arising.

25. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

26. **Governmental Immunity.** Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.

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

28. **Covenant Running with the Land.** The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except where otherwise noted herein or with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

29. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

30. **Effective Date.** This Agreement shall be effective upon the date this Agreement is executed by City and Licensee.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

**DATED** this the \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY:**

CITY OF LEWISVILLE, TEXAS

\_\_\_\_\_  
Donna Barron, City Manager

**STATE OF TEXAS** §

§

**COUNTY OF DENTON** §

**BEFORE ME**, the undersigned authority, on this day personally appeared **Donna Barron**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager for the City of Lewisville, Texas, and he executed said instrument for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires:\_\_\_\_\_







## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Nika Reinecke, Director of Economic Development

**DATE:** July 3, 2017

**SUBJECT:** **Approval of an Economic Development Agreement by and Between the City of Lewisville and Legacy Pointe, LLC; and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND

Legacy Pointe, LLC will develop 12 acres of land located on the east side of Kealy Avenue, east of the rodeo grounds and north of College Street. The development, known as the Legacy Pointe Addition, will be a 97-lot single family residential subdivision with home values of \$300,000 to \$380,000. The project will improve the streetscape of Kealy while offering new residential living options within walking distance of Old Town and the DCTA transit stop. The development is expected to be completed in December 2021 and will create a value of over \$30 million in Old Town upon completion.

The agreement calls for Legacy Point to construct public facilities and improvements needed to serve the development, such as water, sanitary sewer, paving, storm drainage and other amenities. In addition, Legacy Pointe will dedicate an easement for a 20-inch waterline at no cost to the City. The waterline will be constructed by the City.

### ANALYSIS

Staff has conducted a cost-benefit analysis and consulted with the City Council regarding the economic impact of this project. Based on the project scope, this project will bring a positive economic investment to Lewisville. The proposed agreement provides for the following:

- Reimbursement of water and sanitary sewer impact fees upon completion of each unit;
- Waiver of all fees collected at the time of building permit directly related to the construction of the residential units;
- A grant in the amount of \$250,000 upon completion of public improvements for the first phase of the project.

### RECOMMENDATION

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

# Location Map - Legacy Pointe



## **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 Legacy Pointe, LLC ("Owner") (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 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 Owner currently owns property, defined in Attachment "A" ("Premises"), that is the subject of this Agreement;

**WHEREAS**, the Owner wishes to develop the Premises as a 97-lot single family residential development known as Legacy Pointe;

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

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

**WHEREAS**, the Owner 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 by providing new housing and providing jobs related to the construction activities in developing the subdivision, and stimulate business and commercial activity within the municipality by enabling residents to live in the immediate area of Old Town Lewisville, a focus of business and commercial activity and development in the City, 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 March 1, 2022 or Substantial Completion, as hereinafter defined, of all portions of the Project as shown in the Development Plan (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.

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

“**Fee Grant**” shall mean an economic development grant as set forth in Article IV of this Agreement.

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

“**Grant**” shall mean an economic development grant as set forth in Article IV of this Agreement.

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

“**Project**” shall mean a 97-lot single family residential development including all public facilities and improvements needed to serve the development, such as water, sanitary sewer, paving, storm drainage and other amenities as shown on the Development Plan (Attachment “B”) and construction of 97 residential units on the lots.

“**Public Improvements**” shall mean construction of water, sanitary sewer, drainage, paving and screening wall improvements.

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

“**Substantial Completion**” shall mean the issuance of certificates of occupancy for 97 residential units within the development.

“**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, Owner shall commence with the construction of the Public Improvements for the Project in accordance with the Development Plan (Attachment "B"). The Development Plan (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 Owner shall substantially complete the Project by December 30, 2021. In the event of Force Majeure or if, in the reasonable opinion of the City, the Owner has made substantial progress toward Substantial Completion of the Project, the City may extend the Term of the Agreement at the City's sole discretion.

3.3 As soon as practical after the Effective Date of this Agreement, Owner shall dedicate an easement for a 20-inch waterline at no cost to the City as shown on the Development Plan (Attachment "B"). The dedication of the easement shall be completed at the time of approval of the final plat for the first phase of the Project, as shown on the Phasing Plan (Attachment "C"). The waterline will be constructed by the City at the City's sole discretion.

#### **ARTICLE IV ECONOMIC DEVELOPMENT GRANT**

4.1 Fee Grant: Subject to the Owner's satisfaction of the terms and conditions of this Agreement, the City agrees to provide to the Owner a grant in an amount equal to the water and sanitary sewer impact fees for the Project paid by the Owner to the City ("Fee Grant").

4.1.1. The water and sanitary sewer impact fees for the Project shall be paid to the City by the Owner at the time of issuance of building permit, as required by City ordinance.

4.1.2. The Owner shall request payment of the Fee Grant in a letter addressed to the Economic Development Department with supporting documents showing the amounts paid by Owner for water and sanitary sewer impact fees for each residential unit for which a certificate of occupancy has been issued by the City. The written request may be made on quarterly basis but not more than four (4) times a year until the expiration of this Agreement. Any amount owed to the Owner under the Fee Grant shall be paid within thirty (30) days after the City receives written notice from the Owner requesting payment and supporting documents as determined by the City.

4.2 Fee Waiver: The City shall waive all City fees assessed at the time of issuance of the building permit which are directly related to the construction of the residential units .

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

4.3 Grant: Subject to the terms and conditions of this Agreement, the City shall provide the Owner a grant in the amount of \$250,000.00 ("Grant"), upon completion and City acceptance of Public Improvements for the first phase of the Project, as shown on the Phasing Plan (Attachment "C").

4.3.1. The Owner shall request payment of the Grant in a letter addressed to the Economic Development Department upon completion and City acceptance of Public Improvements as required by Section 4.1., above. The Grant shall be paid within thirty (30) days after the City receives written notice from the Owner requesting payment and supporting documents as determined by the City. The Owner may request in writing that certain other City development fees which are directly related to the Project, but which are not subject to the Fee Grant in section 4.1 or the fee waiver in section 4.2, be waived. This request must be submitted before such fees would be due to the City and before the Owner's request for payment of the Grant is submitted to the City. An amount equal to the fees waived under this section will be deducted from the total amount of the Grant; provided, however, the Fee Grant in Section 4.1 and the fees waived in Section 4.2 shall not be deducted from the total amount of the Grant, but shall be in addition to the Grant. Notwithstanding any fee waiver, Owner 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 Owner. None of the City's obligations with respect to the Fee Grant or 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 Owner 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 Owner shall become delinquent and not cured within sixty (60) days after written notice thereof (provided, however, that Owner 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 Owner shall immediately refund to the City an amount equal to the portion of the Fee Grant and Grant paid to the Owner and any fees waived by the City 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 Owner, unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as the Owner's assignee agrees to be bound by all terms and conditions of this Agreement.

6.2 It is understood and agreed between the parties that the Owner, 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 Owner 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.

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 OWNER by notice to:

Mr. Henry Rahmani  
Legacy Pointe LLC  
1800 Valley View Lane, Suite 300  
Farmers Branch, 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 OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY OWNER'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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 Owner.

DATED this the \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LEWISVILLE, TEXAS**

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Donna Barron, City Manager

**ATTEST:**

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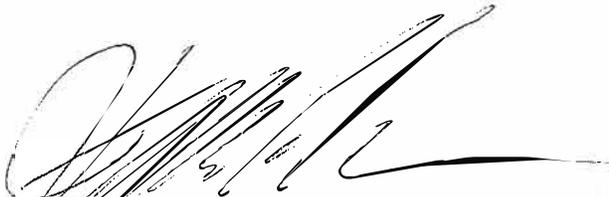
Julie Heinze, City Secretary

**APPROVED AS TO FORM:**

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Lizbeth Plaster, City Attorney

**OWNER:** Legacy Point, LLC



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Henry Rahmani, Authorized Agent

Attachment "A"  
LEGAL DESCRIPTION

LEGAL DESCRIPTION

12.293 Acres

BEING all that certain lot, tract or parcel of land situated in the E. Sutton Survey, Abstract Number 1167 in the City of Lewisville, Denton County, Texas, and being part of that certain called 13.81 acre tract of land, described in deed to Allen H. Gibbs, recorded in Volume 915, Page 914 of the Deed Records of Denton County, Texas, and being part of that certain tract of land, described in deed to J.B.W. Higgins, Inc., recorded in Volume 2958, Page 486 of the Deed Records of Denton County, Texas, and being part of Lot 1, Block A, A & B Concrete Addition, an addition to the City of Lewisville, according to the plat thereof, recorded in Cabinet H, Page 50 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the most northerly corner of said 13.81 acre tract, and being the most easterly corner of that certain called 3.564 acre tract of land, described in deed to SWF Realty, Inc., recorded in Volume 835, Page 585 of the Deed Records of Denton County, Texas, and being on the southwesterly line of Union Pacific Railroad (100' ROW);

THENCE S 44°06'40" E, 598.92 with the northeasterly line of said 13.81 acre tract, and the southwesterly line of said Union Pacific Railroad, to a 1/2" capped rebar set (G&A Consultants) at the most northerly corner of that certain called 2.1481 Acre Drainage & Utility Right-of-Way in deed to the City of Lewisville, recorded in Document Number 1994-57368 of the Real Property Records of Denton County, Texas, being N 44°06'40" W, 38.11 feet from the most easterly corner thereof and the most easterly corner of said 13.81 acre tract and the northeast corner of Lot 1, Block A, Delancy Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof, recorded in Cabinet L, Page 291 of the Plat Records of Denton County, Texas, from which a 1/2" rebar found at the southeast corner thereof bears S 44°06'40" E, 308.02 feet;

THENCE with the northwesterly line of said 2.1481 acre tract the following:

S 54°01'25" W, 170.87 feet to a 1/2" capped rebar set (G&A Consultants);

S 48°09'00" W, 122.14 feet to a 1/2" capped rebar set (G&A Consultants);

S 54°01'25" W, 47.50 feet to a 1/2" capped rebar set (G&A Consultants) at a point of curvature of a curve to the left;

Southwesterly with the arc of said curve, having a radius of 165.00 feet, a central angle of 08°03'20", an arc length of 23.20 feet, and whose chord bears S 49°59'45" W, 23.18 feet to a 1/2" capped rebar set (G&A Consultants);

S 45°58'05" W, 359.63 feet to a 1/2" capped rebar set (G&A Consultants);

S 55°02'05" W, 56.00 feet to a 1/2" capped rebar set (G&A Consultants);

S 39°59'40" W, 83.18 feet (Called 84.79 feet in deed) to a 1/2" capped rebar set (G&A Consultants) at the northwest corner of said 2.1481 acre tract, being on the west line of said 13.81 acre tract, and the east line of Lot 1, Block A, Wagley Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet N, Page 195







**LEWISVILLE**

Deep Roots. Broad Wings. Bright Future.

**MEMORANDUM**

**TO:** Mayor Rudy Durham  
Mayor Pro Tem TJ Gilmore  
Councilman R Neil Ferguson  
Councilman Brandon Jones  
Councilman Brent Daniels  
Council Bob Troyer

**FROM:** Donna Barron, City Manager

**DATE:** June 24, 2017

**SUBJECT:** **Approval of an Agreement Among the City of Lewisville, Bright Realty and Hawes Hill & Associates for Professional Services in the Amount of \$70,000 Related to a Proposed Denton County Fresh Water Supply Districts 1-G and 1-H (DCFWS) Tax Increment Financing District (TIF) Related to DCFWS 1-G and 1-H; and, Authorization for City Manager to Execute the Agreement.**

**BACKGROUND**

The City of Lewisville entered into a development agreement with Bright Farm Partnership, Denton County Freshwater Supply District 1-A (DCFWS) and Denton County Fresh Water Supply District 1-B in 1996. This agreement laid out the methodology for annexation of the DCFWSs that make up what is known as “Castle Hills” as well as various other operational issues.

The creation of PID No. 5 which encompasses Denton County Fresh Water Supply District (DCFWS) 1-G, and PID No. 6 which encompasses Denton County Fresh Water Supply District (DCFWS) 1-H, began with petitions being filed on March 21, 2013 by BRECO Lands CH, LLC requesting the establishment of these PIDs. At the March 25, 2013 City Council meeting, the petitions were accepted and a public hearing was called for May 6, 2013 relating to the advisability of the proposed improvements. The improvements in all of the districts include the acquisition, construction and improvement of water, wastewater or drainage facilities and the acquisition and construction of streets. On May 6, 2013, City Council approved the resolution making certain findings in connection with the Districts and authorizing creation of the Districts.

PID No. 5/DCFWS 1-G and is made up of approximately 307 acres with an estimated cost of improvements of \$43.75M. This district is made up of commercial, office, multi-family and single-family development. PID No. 6/DCFWS 1-H is made up of approximately 386 acres with an estimated cost of improvements of \$196M. The estimated cost of improvements is the maximum amount of bonds that can be sold for infrastructure in the district. This district is made up of commercial and multi-family development. The improvements of both districts include the



**LEWISVILLE**

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acquisition, construction and improvement of water, wastewater and drainage facilities and the acquisition and construction of streets.

The Districts have been contracting with the City to issue Combination Contract Revenue and Special Assessment Bonds secured by an annual ad valorem tax that pay for these improvements. The bonds are not general obligations of the City and are not payable from any funds raised or to be raised by taxation or any other revenue sources of the City. They are secure only by property taxes and special assessments from within the Districts.

### **ANALYSIS**

The City has been in discussions with Bright Realty, the developer, concerning for future annexation of the Districts by the City. If annexation of all districts occurs in 2021, these Districts will not be fully developed and any needed infrastructure will not have the development agreement in place to issue the Contract Revenue and Special Assessment Bonds to finance such improvements. Bright Realty has proposed the establishment of a tax increment financing district to facilitate the repayment of infrastructure improvements paid for initially by the developer.

Hawes Hill & Associates specialize in public financing projects. David Hawes is an expert in the design, creation, planning and modification of the tax increment investment zones and related public financing tools. Hawes Hill & Associates were hired previously by the City to design TIF #2 (Huffines development).

The contract requires Bright Realty to reimburse the City for half of the cost of Hawes Hill & Associates contract. The City will initially pay the fees and then will be reimbursed 50% by Bright Realty.

### **RECOMMENDATION**

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



## HAWES HILL CALDERON LLP



### Who We Are

What do you get when you bring a talented and diverse team together with expertise in economic development, finance, planning, public administration, public safety, infrastructure, and legislative activity? You get a lot of great ideas, fully refined solutions, and a group of people ready to make them happen. Your community solutions specialists. Product proven. Every day.

At Hawes Hill Calderon we have a passion for making places better and enhancing lives. We know that's not the typical goal of an economic development firm; but no one ever called us typical. We understand that complex problems require complex solutions much of which may or may not look a lot like traditional economic development. We've learned from years of experience in active implementation that even the toughest problem has a resolution with the right mix of creative ideas, community-minded spirit, fierce determination, and an in-depth understanding of how to make things happen.

The truth is that we consider ourselves community solutions specialists rather than economic development specialists. Our team is specifically designed to understand and address even the most challenging problem in order to help a community, neighborhood, district, corridor, or project meet its full economic potential. Not many other economic development consulting firms include specialists in public safety, infrastructure, finance, and a variety of many more. Yes, we've got one of those too!

**Hawes Hill Calderon LLP**

**Your Community Solutions Specialists. Product proven. Every day.**

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[HHCllp.com](http://HHCllp.com)



## What We Do

### **PUBLIC ENTITY ADMINISTRATION AND MANAGEMENT PRACTICE**

We support, advise, and sustain the boards of directors of those we serve, including their committees, constituents, and multiple stakeholders. Together we achieve the broad visions that guide their unique quests for economic and community development. We work collaboratively with client communities and stakeholders to organize, generate, and carry out programs and projects for the public good.

### **PUBLIC FINANCING PROJECTS PRACTICE**

We provide expert knowledge and professional consulting support in the design, creation, planning, and modification of tax increment reinvestment zones and related public financing tools.

### **STATE LEGISLATIVE ACTION AND PUBLIC POLICY DEVELOPMENT PRACTICE**

We represent clients' interests with state-level decision-makers in the creation of new special purpose districts as well as modification of legislation for existing districts.

### **PUBLIC IMPROVEMENT DISTRICTS PRACTICE**

We provide expert knowledge and capabilities in the creation and maintenance of public improvement districts.

### **BUSINESS ADMINISTRATION AND OPERATIONS SUPPORT UNIT**

We work side-by-side with the practices and functional groups, overseeing client contract development, records and archives, and related tasks. In addition to assisting the practices by working with external accountants, auditors, tax consultants, special committees, et al.

### **ECONOMIC PLANNING AND RESEARCH UNIT**

We devise and deliver, in collaboration with client entities and their stakeholders, a variety of strategies for programs and projects that lead to improved business attraction and retention as well as general economic and community vitality. We facilitate community group planning efforts. Prepare demographic research, maps, and plans in support of their economic development efforts.

### **MARKETING AND PUBLIC RELATIONS GROUP**

We assist our clients in the design and delivery of effective marketing strategies and public communication tactics, including: organizing and carrying out special events; creating and maintaining websites, developing, producing and distributing print materials; and providing information for social media. We also oversee contractors hired to provide professional services in support of marketing and public relations functions.

### **PUBLIC INFORMATION AND RECORDS GROUP**

We prepare and maintain official records and archives for our clients which includes: preparation and distribution of agendas, production schedules and meeting materials; coordinating with district legal staff; creation of specialized research in a variety of different legal and public policy realms; and response to public information requests.

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**AGREEMENT BY AND AMONG CITY OF LEWISVILLE,  
BRIGHT REALTY AND ~~HAWES HILL CALDERON LLP~~**

**HAWES HILL AND ASSOCIATES** *OH*

This agreement is made by and among the CITY OF LEWISVILLE (the "City"), Bright Realty, LLC ("Bright") (collectively the "Clients") and ~~HAWES HILL CALDERON LLP~~ (the "Consultant").

**HAWES HILL AND ASSOCIATES** *OH*

WITNESSETH:

WHEREAS, the Clients desire that the Consultant provide professional services related to analyses of certain projects within the City's Exterritorial Jurisdiction (ETJ) as they pertain to modification of an existing tax increment reinvestment zone or creation of a new zone, depending upon findings and recommendations; and

WHEREAS, the Consultant has the employees, office operations, and knowledge to provide the professional services required by the Clients to perform such analyses and make appropriate recommendations to the Clients.

NOW THEREFORE, Clients and Consultant, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do agree as follows:

I.  
Services

The Consultant hereby agrees to provide, furnish, or perform all professional services necessary to carry out: Task 1, the analysis of an existing project plan and project financing plan for a tax increment reinvestment zone in the City of Lewisville and preparation of recommendations as to whether the current plans require modification or, alternatively, a separate tax increment reinvestment zone should be created; and Task 2, modification of the existing tax increment investment zone, or creation of a new tax increment reinvestment zone, depending upon which option best serves the outcomes the Clients seek for development of property located in the City's ETJ. Such services, herein collectively referred to as the "Services," are described in Exhibit A, attached hereto.

II.  
Performance of Services

The Consultant shall have the right to determine the method, details, and means of performing the Services with approval from the Clients. The Clients, however, shall be entitled to ensure satisfactory performance, including the rights to inspect, to stop work, to make suggestions or recommendations as to the details of the work, and to propose modifications to the Services. The Consultant will provide all required resources and personnel to complete the Services in a timely manner.

III.  
Compensation and Reimbursement to Consultant

For and in consideration of the Services rendered by the Consultant as specified herein and in Exhibit "A," of this Agreement, the Clients agree to pay the Consultant a fixed fee of SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00) due and payable according to the following schedule unless sooner terminated in accordance with this Agreement:

Task 1:

- TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) due on execution of this Agreement;
- TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) due on completion of project plan and finance plan analyses and authorization to proceed to Task 2 – The project plan and finance plan analyses shall be completed within 60 days of the authorization to proceed.

Task 2:

- TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) due upon date public hearing is held to modify the existing tax increment reinvestment zone or create a new zone, depending on option agreed upon at the conclusion of Task 1 – This portion of Task 2 shall be completed in accordance with a schedule determined by the City.
- THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) due upon passage of a city ordinance amending the existing tax increment reinvestment zone or creating a new zone - This portion of Task 2 shall be completed in accordance with a schedule as determined by the City.

Reimbursable out-of-pocket expenses and other expenses and charges incurred by the Consultant in performing the Services under this Agreement shall be made on a monthly basis upon submission by the Consultant of invoices and other documentation setting forth such expenses and charges; *provided, however,* all expenses and charges proposed to be incurred by the Consultant for the performance of the Services shall be subject to the City's prior written approval. The *Schedule of Maximum Charges and Rates of Hawes Hill Calderon LLP* for the performance of the Services by the Consultant under this Agreement are set forth on Exhibit "B" attached hereto for reference for the Clients. The Clients expressly disclaim any liability for reimbursement to the Consultant of any amounts in excess of those approved in writing by the City or not approved by the City.

HAWES  
HILL AND  
ASSOCIATES

The Consultant shall tender to the City a detailed invoice of the services performed and the allowable reimbursable expenses incurred to the Clients each month during the term of this Agreement. Payments on account of services rendered and for reimbursable expenses incurred shall be made within thirty (30) days after the City receives Consultant's detailed invoice therefore. In the event of a disputed or contested invoice, the City may withhold any such disputed or contested amount without penalty.

IV.  
Reimbursement to the City

Bright shall be responsible for payment of fifty percent (50%) of the services performed and the allowable reimbursable expenses incurred by the Consultant. Payments for said services and expenses shall be made within thirty (30) days after Bright receives an invoice from the City.

V.

Right of Ownership

All data, information, maps, books, reports, files, photography, artwork, software, equipment, and materials purchased, created or maintained by the City or purchased, created or maintained by the Consultant on behalf of the City shall remain the property of the City. It shall be clearly marked as property of the City in such manner that it may at any time be removed from the premises of the Consultant.

All data, information, maps, books, reports, files, photography, artwork, software, equipment, and materials purchased, created or maintained by Bright or purchased, created or maintained by the Consultant on behalf of Bright shall remain the property of the Bright. It shall be clearly marked as property of Bright in such manner that it may at any time be removed from the premises of the Consultant.

VI.

Laws to be Observed

In performing its obligations under this Agreement, the Consultant at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or city governments. The federal, state, and local laws, ordinances, and regulations which affect those engaged or employed in the work, or the equipment used in the work, or which in any way affects the conduct of the work, shall be at all times in effect, and no pleas of misunderstanding will be considered on account of ignorance thereof.

VII.

Successors and Assigns

This Agreement shall bind and benefit the respective parties and their legal successors or assigns, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or director of the proposed tax increment reinvestment zone.

VIII.

Independent Contractors

The Consultant shall be an independent contractor to the Clients, and nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between the Clients and the Consultant, or any of the Consultant's employees or agents.

IX.

Conflict of Interest

In keeping with Consultant's duties to the Client, Consultant agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to

continue. Moreover, Consultant agrees that it shall promptly disclose to the Clients any facts which might involve any reasonable possibility of a conflict of interest.

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 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](http://ethics.state.tx.us), must be filed with the City Secretary no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. It is the responsibility of each person or agent who is contracting or seeking to contract with the City to comply with the filing requirements of Chapter 176.

#### X.

##### Term and Termination

This Agreement shall become effective as of the date executed by the Clients and the Consultant, as set forth on the signature page hereof. Any party may terminate this Agreement at any time by giving the other parties at least thirty (30) days' prior written notice thereof, specifying in such notice the effective date of such termination. In the event of termination, it is understood and agreed that only the amounts due the Consultant for services provided and expenses incurred to the date of the notice of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

#### XI.

##### Amendment or Modification

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto, executed by authorized representatives of all parties to this Agreement.

#### XII.

##### INDEMNIFICATION

**THE CONSULTANT 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 CONSULTANT'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONSULTANTS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE 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.

THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD BRIGHT, 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 OR INTENTIONAL TORT OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONSULTANTS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BRIGHT, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND BRIGHT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, AND THE BRIGHT'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.

#### XIII.

##### Insurance

The Consultant agrees to maintain insurance throughout the term of this Agreement, in accordance with Exhibit "C". All Certificates of Insurance shall be kept current and shall be forwarded to the City's Purchasing Division by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

#### XIV.

##### Miscellaneous

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Clients and the Consultant, their respective successors and assigns; provided however, that no party hereto

may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties thereto.

4. Waiver. A waiver by either party of a breach of any of the terms or provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

5. Confidentiality. The Consultant acknowledges and agrees that all information provided by the Clients to Consultant, whether written or oral, including but not limited to, documents, analysis, records, notes, memos, plans, financial data, market projects, land values and business models and processes ("Confidential Information"), is confidential and is the property of the Clients. The Consultant agrees not to disclose any of the Confidential Information without the prior written consent of the Clients. The Consultant shall use the Confidential Information solely for the purposes contemplated in this Agreement. This provision shall survive the termination of this Agreement.

[EXECUTION PAGE FOLLOWS]

XV.  
Acceptance

This instrument is being executed in three (3) counterpart originals, each of which has the full force and effect of an original. Execution of this agreement also indicates acceptance that the payment will be due for services rendered.

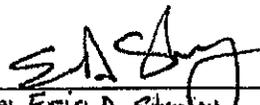
The venue for all disputes and related purposes shall be in Denton County, Texas.

AGREED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

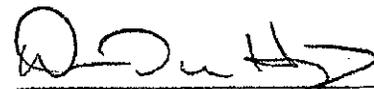
**On Behalf of CITY OF LEWISVILLE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

**On Behalf of BRIGHT REALTY, LLC**

By:   
Name: Eric D. Stanley  
Title: President and Chief Operating Officer  
Address: 2520 King Arthur Blvd, Suite 200  
City/State/Zip Lewisville, Tx 75056

**On Behalf of ~~HAWES HILL CALDERON LLP~~: HAWES HILL AND ASSOCIATES** 

By:   
DAVID W. HAWES, SENIOR PARTNER   
~~Hawes Hill Calderon LLP~~ HAWES HILL AND ASSOCIATES  
PO Box 22167  
Houston TX 77227-2167  
Telephone 713-595-1209  
Fax 281-888-6314  
E-mail: [dhawes@ehbellp.com](mailto:dhawes@ehbellp.com)

## **Exhibit "A"**

### **Scope of Professional Consulting Services**

A project team comprising David Hawes, Principal, Naina Magon, and Patrick Horton will carry out the scope of professional consulting services described below. The services are broken down into two tasks: a) Task 1, or those activities associated with the preparation of the preliminary project plan and reinvestment zone financing plan; b) Task 2, or all actions required by the statute in order to create the reinvestment zone and or modify an existing reinvestment zone to cause the ability to implement the zone project plan and reinvestment zone financing plan, all according to the requirements of Chapter 311, Texas Tax Code and other applicable laws.

#### **Task 1 - Pre-Creation Activities for a Possible Reinvestment Zone**

**Task 1 shall be completed within 60 days of the authorization to proceed.**

- Prepare an initial analysis of the proposed reinvestment zone area. The analysis will include: a) a complete review of all ad valorem values in the proposed area; b) existing land uses; c) documentation of blighted conditions; d) identify tracts where development is impeded due to faulty lot layout or improper zoning; e) analysis of any other relevant factors impeding development or redevelopment of the area.
- Prepare a recommended boundary map of the area and related map set for the proposed for the reinvestment zone. Land uses, utilities, infrastructure (current and proposed) and other CIP information (if available).
- Prepare all GIS mapping and data analysis required to finalize a zone boundary, including all maps required by the statute for both the preliminary and final project and reinvestment zone financing plan.
- Prepare a preliminary analysis for use in briefings on the proposed zone's creation, including costs of all proposed public improvements. The preliminary analysis will include the following: a) maps showing the existing uses and conditions of real property in the zone and maps showing proposed improvements to and use of that property; b) proposed changes to any zoning ordinances applicable to the area; c) and a list of the estimated non-project costs. The analysis will include: a) a detailed list of the estimated project costs of the zone; b) a listing of the kind, number, and location of all proposed public works or public improvements in the study area; c) the estimated amount of bonded indebtedness to be incurred; d) the time when related costs or monetary obligations are to be incurred; e) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone.
- Prepare Recommendations.

## **Task 2 – Zone Creation or Modification**

**Task 2 shall be completed in accordance with a schedule determined by the City.**

- Based on Task 1 analysis, prepare a Preliminary Financing Plan or prepare an Amended Project Plan and Financing Plan
- Conduct meetings with all the elected officials/staffs from all proposed participating jurisdictions regarding the zone creation/development strategy. Provide financial impact information to each, and work with any elected body committees to review the proposed creation and how it will impact the jurisdiction's tax base and further each jurisdiction's economic development goals and objectives.
- Conduct meetings, when necessary, with all area stakeholders regarding the proposed redevelopment via the tax increment district. Garner their input and feedback regarding the redevelopment needs in the area and factor those needs into the development of a preliminary project and reinvestment zone financing plan.
- Develop and submit to the City all documents needed to issue a 60-day notification to all area taxing jurisdictions regarding the proposed creation of the reinvestment zone. Notice will be placed in the area newspaper of general circulation in the municipality for maximum notification. Copies of the public notice will also be mailed to all recommended media outlets including minority-based periodicals.
- Conduct a workshop (if needed or required) with the City Council on the creation of the zone. Present the proposed redevelopment strategy, the process for creating the reinvestment zone, and the administrative issues associated with implementation of the project plan and reinvestment zone financing plan and serve as support to City staff in their role as advisors to the elected leadership.
- Make any recommended revisions to the preliminary project plan and reinvestment zone financing plan prior to the public hearing. Changes will include revisions to the proposed boundaries, adjustments to related data sets associated with the area targeted for redevelopment, types and locations of proposed improvements, and any other changes required.
- Prepare and deliver to City Secretary the public notice of the hearing and provide copies of the preliminary project plan for distribution to all other taxing jurisdictions with the notice. Serve as the point of contact for any questions/issues that arise related to the hearing before the hearing is held.
- Prepare presentations for and deliver the same to all other taxing jurisdictions regarding the creation of the reinvestment zone. These presentations are required by the statute and must be made prior to the City's creation of the reinvestment zone. A single briefing with all jurisdictions will be attempted if possible. If necessary, the required briefing before each body independently will be provided.
- Assist the City with the conducting of the public hearing on the creation of the tax increment reinvestment zone. Consultant will either conduct the hearing on the City's behalf, or be present to serve as technical advisor to the City during the hearing.

- Prepare and deliver to the City's Legal Department the creation ordinance for the reinvestment zone. The ordinance will follow all the requirements of, and make all the required statutory findings required in Chapter 311 of the Property Tax Code.

**Alternative Task 2 - If not an Amended Project Plan and Reinvestment Zone Financing Plan, then Zone Creation.**

**Alternative Task 2 shall be completed in accordance with a schedule determined by the City.**

- Prepare a final project plan and reinvestment zone financing plan for presentation to the TIRZ board. Should any changes to the plan be required based on the public hearing process, Consultant will incorporate the necessary changes into the document and make it ready for presentation to the TIRZ board for their consideration and approval.
- Prepare and submit to the City's Legal Department an ordinance to approve the project plan and reinvestment zone financing plan.
- Negotiate final participation agreements with other taxing jurisdictions. Each agreement will set forth the rate of participation for the jurisdiction, the term of the agreement, and any special negotiated provisions required by the jurisdiction for their participation in the TIRZ.
- Present agreements to the TIRZ board for approval.
- Prepare ordinances to submit to the City's Legal Department to approve the participation agreements for other taxing jurisdictions.

Exhibit "B"

Schedule of Maximum Charges and Rates of

~~Hawes Hill Calderon LLP~~

  
HAWES HILL AND ASSOCIATES

Professional consulting and general administration

Fixed fee: \$70,000.

Out-of-pocket expenses including, without limitation, the following:

- Prints, photocopies, reproductions, graphics, art supplies
- Postage, deliveries
- Posting, filing and submittal fees
- publication of public notices
- Parking fees and tolls
- Travel, lodging and incidentals

\*REIMBURSABLE PRINTS, PHOTOCOPIES, REPRODUCTIONS, GRAPHICS  
(The following schedule is effective August 1, 2014)

Telephone calls/faxes	No charge for local or domestic long distance calls or faxes
In-house photocopies	<i>Black &amp; white</i> 8½ x 11, \$0.15 per page 8½ x 14, \$0.20 per page 11 x 14, \$0.25 per page  <i>Color</i> 8½ x 11, \$0.50 per page 8½ x 14, \$0.65 per page 11 x 14, \$0.70 per page
Data copies	<i>Flash drivee</i> -- \$20.00
GIS mapping	\$150.00 per hour plus actual costs for printing, paper, ink and special mounting
Binding supplies	<i>Cover stock and binding combs</i> \$1.00 per set
Supplies	Special supplies required for a specific project are billed at actual cost
Delivery services	Billed at actual cost
Postage	Billed at actual cost
Mileage	Maximum rate per mile allowed under IRS regulations

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Claire Swann, Assistant City Manager

**DATE:** July 3, 2017

**SUBJECT:** **Approval of an Agreement by and Between the City of Lewisville and McGee Country Store Inc.; and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND

McGee Country Store, Inc., the “Owner” of McGee’s Country Store Deli located at the southeastern corner of McGee and FM 407, intends to make certain site improvements. The property is located in the City’s northern gateway, which is targeted for redevelopment. Thanks to green ribbon and TxDOT I-35 enhancements, the FM 407 corridor will soon include sustainable landscaping within the right-of-way. Due to the importance of this gateway, staff has reviewed the proposed additional improvements to the site and recommends providing the Owner with a beautification grant that would incentivize the installation of these additional improvements. The City has determined that such enhancements will further beautify the corridor and ultimately lead to greater investment in the area.

### ANALYSIS

Pursuant to the Agreement, the Owner will

- Remove the existing free-standing electronic sign
- Install a low-profile monument sign with an electronic message board in compliance with code
- Landscape around the base of the sign
- Remove the propane sales, air compressor, and cooker from the street view
- Remove existing signage on the large canopy and paint the canopy red with blue striping
- Install electronic gas prices on the canopy; and
- Remove “rope lighting” from the store windows

In support of our 2025 Sustainability goals, the Agreement will also require that use of Water Wise plant materials, as defined by Texas A&M AgriLife Extension Services. The City will provide a maximum beautification grant of \$59,405.13 in support of the project. This grant would only be paid as a reimbursement at substantial completion. Also, a claw-back provision shall be included, where the Owner will repay the grant money if the Owner fails to maintain improvements or cure any deficiencies within thirty days of notification.

### RECOMMENDATION

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

## GRANT AGREEMENT

This 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 McGee Country Store Inc. ("Owner") (jointly, "Parties").

### WITNESSETH:

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

**WHEREAS**, the Owner currently owns property, defined in Attachment "A" ("Premises"), that is the subject of this Agreement; and

**WHEREAS**, the Owner wishes to improve the Premises by removing certain unsightly features and taking steps to beautify the Premises through landscaping and other design changes; and

**WHEREAS**, the Owner desires to enter into this Agreement pursuant to the Statute; and

**WHEREAS**, the City desires to provide, pursuant to the Statute, an incentive to the Owner to beautify the Premises; and

**WHEREAS**, the City finds that entering into this Agreement for construction of the Project, hereinafter defined, on the Premises would promote local economic development and stimulate business and commercial activity within the municipality by improving and beautifying a major gateway into north Lewisville, thus improving the overall look and draw of the City and encouraging individuals to visit and shop in the City, 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 July 3, 2018 or Substantial Completion of the Project and disbursement of the Grant, as hereinafter defined, by the City, unless sooner terminated as provided for herein ("Term"). This Agreement terminates automatically on October 1, 2017 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.

“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 Owner, including without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of Owner), fire, explosion or flood, and strikes.

“Grant” shall mean an economic development grant as set forth in Article IV of this Agreement.

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

“Project” shall mean the removal of items from and addition of new design elements and landscaping to the Premises, as outlined in Article III of this Agreement.

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

“Substantial Completion” shall mean completion of all portions of the Project by the Owner, including inspection and approval of all portions of the Project by the City.

“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, Owner shall commence with the Project. The Project shall include the following:

3.1.1 Sign Removal: The Owner shall remove the existing pole sign and attached electronic message center located at the northwest corner of the Premises.

3.1.2 New Sign: The Owner shall install a low profile/monument sign with an electronic reader board in compliance with Section 11-10(j) of the City’s Code of Ordinances at the northwest corner of the Premises. The sign shall be approximately six feet (6’) tall and nine-and-a-half feet (9.5’) long. The Owner shall submit a permit application for the sign as required by City ordinance.

3.1.3 Landscaping. The base of the low profile electronic message sign described

in Section 3.1.2, above, shall be surrounded by a landscaped area of a depth of at least three (3') on all sides except for when the three feet will extend into the public right-of-way, in which case the Owner will landscape up the right-of-way line.

3.1.3.1 Maintenance: The plants in the landscaped area shall be maintained in healthy, living condition.

3.1.3.2 WaterWise Plants: All plants used in the landscaped area must be WaterWise plants as designated by the Texas Urban Landscape Guide, published by the Texas AgriLife Extension Service, as it exists or may be amended.

3.1.3.3 Landscape Design: A copy of the landscape design for the landscaped area shall be submitted to the City concurrently with the sign permit application referenced in Section 3.1.2, above. The City shall review the plan and may either approve it or provide the Owner with required changes in writing within ten (10) business days of the submittal of the landscape design. Within ten (10) business days of the receipt of the City's changes, if any, the Owner shall submit an amended landscape design to the City incorporating the required changes. Approval of the landscaping plan shall not unreasonably be withheld.

3.1.3 Relocation of Existing Improvements: The Owner shall remove the propane sales, the air compressor, and the cooker from the northwest corner of the Premises and such items shall not be relocated anywhere on the site that is visible from the right-of-way.

3.1.4 Canopy Improvements: The Owner shall remove existing signage and install electronic gas prices on the large canopy over the gas dispensers on the Premises, and paint the canopy red with a blue stripe.

3.1.5 Light Removal: The Owner shall remove all rope lighting, defined as a decorative lighting fixture, featuring small light bulbs linked together and encased in a PVC jacket to create a string of lights, from the windows of all structures on the Premises.

3.2 The Owner shall substantially complete the Project by July 3, 2018. In the event of Force Majeure or if, in the reasonable opinion of the City, the Owner has made substantial progress toward Substantial 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 Grant: Subject to the Owner's satisfaction of the terms and conditions of this Agreement, the City agrees to provide to reimburse the Owner for the costs of labor and materials required for the Project through a grant not to exceed \$59,405.13 ("Grant").

4.1.1. The Owner shall pay for all work involved with the Project and submit all cost documentation to the City's Economic Development department within thirty (30) days of Substantial Completion. All cost documentation shall be submitted concurrently.

4.1.2. The Owner shall request payment of the Grant in a letter addressed to the Economic Development Department with supporting documents showing the amounts paid by Owner for the materials and labor required to complete the Project. **Failure to timely submit such requests may delay or void reimbursement at the City's discretion.** Any amount owed to the Owner under the Grant shall be paid within thirty (30) days after the City receives written notice from the Owner requesting payment and supporting documents as determined by the City.

4.2 Grant Reimbursement for Failure to Maintain Project Improvements: If, at any time within five (5) years of the completion of the Project, the Owner fails to comply with the requirements of Section 3.1, the City shall provide the Owner with written notice of noncompliance and thirty (30) days to cure following receipt of the notice. Owner shall be required to reimburse the City for all funds disbursed under the Grant if the issue is not resolved to the City's satisfaction within thirty (30) days of Owner's receipt of written notice of noncompliance. The requirements of Section 3.1 shall survive the end of this Agreement as outlined in this section unless the Agreement is terminated early and no City funds are disbursed to the Owner.

4.3 The City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Owner. None of the City's obligations with respect to the Fee Grant or 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 Owner 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 Owner shall become delinquent and not cured within sixty (60) days after written notice thereof (provided, however, that Owner retains the right to timely and properly protest and contest any such taxes or assessments).

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

6.2 It is understood and agreed between the parties that the Owner, 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 Owner 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.

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 OWNER by notice to:

McGee Country Store Inc.  
1298 FM 407  
Lewisville, Texas 75077

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.

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.

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

**6.13 OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY OWNER'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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 Owner.

6.16 This Agreement may not be amended except by the mutual written consent of both Parties.

DATED this the 29 day of June, 2017.

**CITY OF LEWISVILLE, TEXAS**

\_\_\_\_\_  
Donna Barron, City Manager

**ATTEST:**

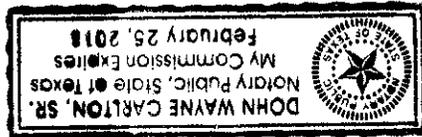
\_\_\_\_\_  
Julie Heinze, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

**OWNER:** McGee Country Store Inc.

*Billy McGee*  
\_\_\_\_\_  
Billy McGee, President



*Don Wayne Carlton*

Attachment "A"  
LEGAL DESCRIPTION

Lot 1R, Block 2 of the McGee Addition

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