Lewisville City Council

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

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A G E N D A

LEWISVILLE CITY COUNCIL MEETING
JUNE 20, 2016

LEWISVILLE CITY HALL
151 WEST CHURCH STREET
LEWISVILLE, TEXAS 75057

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

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION – 5:45 P.M.

A. Discussion of Community Loan Center Program

B. Discussion of the 2015 International Green Code Construction Implementation Plan

C. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION - 7:00 P.M.

A. **INVOCATION:** Mayor Pro Tem Gilmore

B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Ferguson

C. **PROCLAMATIONS:**

1. Declaring the Month of July 2016, as "Park and Recreation Month"

2. Declaring the Week of June 20-26, 2016, as "Amateur Radio Week"

D. **PRESENTATION:** Certificates of Appreciation for Graduating Teen Court Seniors and Presentation of Teen Court Scholarship

E. **PUBLIC HEARINGS:**

1. **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Light Industrial District (LI) to Planned Development – Single-Family Residential District (PD-R-5) and Five Associated Variances, for a Proposed Residential Development Consisting of 75 Lots for Single Family Detached Dwelling Units and 8 Open Space Lots, on an Approximately 15.665-Acre Tract of Land out of the G.C. Woolsey Survey, Abstract No. 1402, Located at the Southeast Corner of Denton Tap Road and East Vista Ridge Mall Drive as Requested by Dowdey, Anderson & Associates, Inc. on Behalf of Hawkeye Realty Campbell Ranch, LP, the Property Owner (Case No. PZ-2016-05-14).**

ADMINISTRATIVE COMMENTS:

The purpose of the Planned Development (PD) zoning district is to accommodate innovative design concepts and provide flexibility in order to achieve a more desirable development. The subject site is an infill property located at the southeast corner of Denton Tap Road and Vista Ridge Mall Drive. The proposal offers 75 single family detached lots. The PD identifies the following five variances: a) to allow residential street offsets less than 150-feet; b) to allow the median distance along Vista Ridge Mall Drive to be a minimum of 320 feet in lieu of the required 350 feet; c) to allow non 90-degree intersections and to allow a street curvature within 35-feet of a residential intersection; d) to allow a lot width less than 75-feet where a residential street intersects with an arterial street; and e) to waive the alley requirement and allow front entry. The Planning and Zoning Commission recommended unanimous approval (5-0) of the zone change request at their meeting of May 17, 2016.

RECOMMENDATION:

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

AVAILABLE FOR QUESTIONS:

- Nika Reinecke, Director of Economic Development and Planning
- Jeff Kelly, Assistant City Engineer
- Traci Shannon Kilmer, Dowdey, Anderson & Associates, Inc.

2. **<u>Public Hearing:</u> Consideration of an Ordinance Granting a Zone Change Request From Agriculture Open Space District (AO) to Single Family Residential District (R-7.5), on an Approximately 0.3081-Acre Tract of Land out of the E. Pickett Survey, Abstract No. 1014, Located at 820 South Charles Street; as Requested by Julie B. Riegel, the Property Owner (Case No. PZ-2016-06-16).**

<u>ADMINISTRATIVE COMMENTS</u>:

The current zoning of the property, Agriculture Open Space, requires lots of one acre in size and 100-foot setbacks. The applicant is proposing to rezone to Single-Family R-7.5 which allows for a residential dwelling on a minimum 7,500 square foot lot. The applicant is in the process of platting the property. The requested zoning is consistent with surrounding properties. The Planning and Zoning Commission recommended approval (6-0) of the zone change request at their meeting of June 7, 2016.

<u>RECOMMENDATION</u>:

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

AVAILABLE FOR <u>QUESTIONS:</u> - Nika Reinecke, Director of Economic Development and Planning

3. **<u>Public Hearing:</u> Consideration of an Ordinance Granting a Zone Change Request From Agriculture Open Space District (AO) to Medical District (MD), on an Approximately 2.592-Acre Tract of Land Out of the Lou Burgeois Survey, Abstract No. 52, Located at the Southwest Corner of South Uecker Lane and Oakbend Drive at 2276 South Uecker Lane as Requested by The Gathering Vista Ridge, LLC on Behalf of Doyle Leon Atchley, the Property Owner (Case No. PZ-2016-05-15).**

ADMINISTRATIVE COMMENTS:

The current zoning of the property is Agriculture Open Space. The applicant is proposing a duplex residential community targeted to seniors with 12 duplexes ranging in size from 800 square feet to 1,350 square feet. The request is for MD zoning primarily to avoid a more appropriate zoning district of Duplex (DU) or Townhouse (TH) which lends itself to this type of development but would not meet the those district requirements and yield the same number of units. The proposal is not a good fit for the area and does not adhere to any applicable zoning district. The Planning and Zoning Commission recommended denial (3-2) of the zone change request at their meeting of May 17, 2016. If council wishes to overrule the Planning and Zoning denial of this zoning change request, a super majority is required (5-0).

RECOMMENDATION:

That the City Council deny the proposed zone change request.

AVAILABLE FOR QUESTIONS:
- Nika Reinecke, Director of Economic Development and Planning
- Chip Tabor, Applicant

4. Public Hearing: Consideration of an Ordinance Establishing Reinvestment Zone Number Thirty-Seven (37) for Mary Kay, Inc., Being a 26.6048-Acre Tract of Land in the Campbell Ranch Block A, Lot 3, Located at Denton Tap Road and Vista Ridge Mall Drive, in the City of Lewisville, Denton County, Texas; Consideration of a Resolution Providing the Terms and Conditions of a Tax Abatement Agreement By and Among the City of Lewisville, Texas, and Mary Kay, Inc.; and Authorization for the City Manager to Execute the Agreement.

ADMINISTRATIVE COMMENTS:

Since August of 2015, staff has been working with Mary Kay Inc. to relocate their manufacturing, research and development (R&D) facility, currently located in Dallas, to Lewisville. The new 330,000 square feet facility in Lewisville will relocate 500 employees from Dallas to Lewisville. In addition, the new Lewisville facility will bring an investment of over $100 million dollars in land purchase, construction, business personal property and inventory.

RECOMMENDATION:

That the City Council approve the ordinance establishing the Reinvestment Zone and the resolution; and authorize the City Manager to execute the agreement as set forth in the caption above.

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.

5. APPROVAL OF MINUTES: City Council Minutes of the June 6, 2016, Workshop Session and Regular Session.

6. Approval of a Memorandum of Understanding for Interlocal Agreement Among the Cities of Lewisville, Denton, and the County of Denton to Jointly Submit a Grant Application to the U.S. Department of Justice Under the Edward Byrne Memorial Justice Assistance Grant Program; and Authorization for the City Manager or her Designee to Execute the Agreement.

ADMINISTRATIVE COMMENTS:

The City of Lewisville is eligible to receive a grant award under the Justice Assistance Grant (JAG) program; however, the City is required to make a joint application with the County (the grant administrator) to receive part of the $44,725 allocated for the region. Prior to submitting a joint application, a memorandum of understanding must be completed and signed by the participating agencies. The JAG program supports a broad range of police activities. The JAG program does not require a city match. The Lewisville Police Department proposes to use its share of $15,079.50 for the purchase of two Drug and Human Trafficking Detection systems and leadership training for supervisors. Funding will be included in the FY 16-17 operating budget.

RECOMMENDATION:

That the City Council approve the Memorandum of Understanding for Interlocal Agreement as set forth in the caption above.

7. Approval of an Amendment to an Economic Development Agreement Among the City of Lewisville, Centurion Acquisitions, L.P., Liberty Bankers Life Insurance Company and Graham Mortgage Corporation; and Authorization for the City Manager to Execute the Amendment.

ADMINISTRATIVE COMMENTS:

The Josey Lane Development Agreement was approved by City Council for the Lakewood Hills Development on September 15, 2014. As part of the development agreement, the developer is required to construct a 16-inch water main along Josey Lane from Windhaven south to FM 544 and along FM 544 from Josey Lane west to Indian Creek and the City will reimburse the developer upon completion. The developer has completed the water main along Josey Lane, but is unable to complete the segment along FM 544 in a timely manner as TXDOT will not issue the required permit during ongoing construction of FM 544. The proposed amendment allows the City to make a partial reimbursement for the Josey Lane portion of the water main while requiring the developer to complete the water main per the original agreement as soon as TXDOT issues the permit.

RECOMMENDATION:

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

8. Approval of an Economic Development Agreement By and Between the City of Lewisville and Mortgage Contracting Services; and Authorization for the City Manager to Execute the Agreement.

ADMINISTRATIVE COMMENTS:

Mortgage Contracting Service (MCS) will be leasing the building located at 350 Highland Drive. The company is investing $2,500,000 in capital improvements. MCS will be bringing 700 jobs to Lewisville within 3 years with total annual payroll estimated to be over $36,000,000. The proposed agreement provides for a grant equal to 50% of City taxes paid on Business Personal Property (BPP) for a period of 10 years.

RECOMMENDATION:

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

H. **REGULAR HEARINGS:**

9. Consideration of a Variance to Lewisville City Code, Section 2-201, Fee Schedule, Regarding Waiving the Adoption Fee for the Upcoming "Clear the Shelter" Adoption Event to be Held Jointly with Multiple Participating City Shelters and Other Animal Organizations Throughout Texas and the US on July 23, 2016.

ADMINISTRATIVE COMMENTS:

Last year, the City of Lewisville Animal Adoption Center joined with more than 30 animal shelters in the DFW Metroplex to participate in the Inaugural "Clear the Shelter" Campaign. Twenty thousand animals were adopted in that one Saturday on August 15, 2015. The event will be sponsored by NBC and Telemundo stations across the country. The shelters choosing to participate, must agree with the following two requirements: (1) to waive the applicable City adoption fee during the event; and, (2) to partner with NBC's promotional team in order to use similar announcements to help publicize the event. Last year, Lewisville Animal Services found homes for 70 of the 78 pets that were available for adoption, and greeted more than 500 guests that day. This year is expected to be much larger with more shelter participation and adoptions.

RECOMMENDATION:

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

10. Consideration of an Ordinance Amending Section 3-21 of the Lewisville City Code to Clarify Ownership Interests in Impounded and Surrendered Animals and Amending Other Sections in Chapter 3, Animals, to Provide Uniformity in Language Throughout the Chapter.

ADMINISTRATIVE COMMENTS:

Section 3-21 of the Lewisville City Code governs the impoundment of animals due to an animal being taken into custody or surrendered by its owner. The ordinance provides that the ownership interest in an impounded animal is presumed to have been waived after five days of impoundment. The proposed amendment to the ordinance would clarify that an owner waives ownership interest when voluntarily surrendering an animal and when an animal control officer determines that it is necessary to euthanize an animal before the expiration of the five-day holding period. In addition, this amendment replaces the term "stray," which was removed from the animal ordinance in the most recent revision, with the term "at large," thereby providing uniformity in language throughout the ordinance.

RECOMMENDATION:

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

11. An Ordinance of the City Council of the City of Lewisville, Texas Extending the Term of an Ordinance Granting a Franchise to Texas New Mexico Power Company and Associated Language Regarding Compensation; and Providing an Effective Date.

ADMINISTRATIVE COMMENTS:

On February 20, 2012, Council approved an ordinance for the Texas New Mexico Power Company (TNMP) franchise, which will expire on April 30, 2017. Staff is requesting an extension of the current franchise ordinance, which allows the continuation of the terms and conditions of Ordinance No. 3927-02-2012 until April 30, 2022. The City of Lewisville Charter requires two readings of this ordinance, with 30 days in between. The second reading will be August 1, 2016.

RECOMMENDATION:

That the City Council approve the ordinance and conduct the first reading as set forth in the caption above.

12. Amending the City of Lewisville Economic Development Policy to Allow Staff to Administer the City of Lewisville Property Enhancement Program.

ADMINISTRATIVE COMMENTS:

At the October 12, 2015 special called session, Council expressed its desire to adopt an incentive program where the City provides matching grants for qualified individuals wanting to make improvements to the exterior of their homes. After reviewing existing programs of other cities and considering best practices, Staff recommends amending the City's economic development policy to allow for the administration of the Lewisville Property Enhancement Program as described in the proposed guidelines.

RECOMMENDATION

That the City Council amend the Lewisville Economic Development Policy as set forth in the caption above.

AVAILABLE FOR QUESTIONS: - Cleve Joiner, Director of Neighborhood Services

13. Consideration of Acceptance of Resignation of Drew Dietrich From Place No. 5 on the Tax Increment Investment Zone #2 (TIRZ #2); Declare Vacancy Exists on the TIRZ #2; and Consideration of an Appointment to Place No. 5 on the TIRZ #2.

ADMINISTRATIVE COMMENTS:

Drew Dietrich has submitted his resignation from Place No. 5 on the TIRZ #2. The City Council will need to declare a vacancy and consider a new appointment to fill this vacancy.

RECOMMENDATION:

That the City Council accept the resignation, declare a vacancy, and consider an appointment as set forth in the caption above.

14. Consideration of Direction Regarding Consolidation of Maintenance of All City Birth and Death Vital Records to Denton County.

ADMINISTRATIVE COMMENTS:

Texas Health and Safety Code requires that a municipality with a population of 2,500 or more provide local registrar duties; however, it also allows for the consolidation of the duties to be transferred to the County in which the municipality is located. The City of Lewisville is the last entity within Denton County to currently serve as their own local registrar. Denton County recently opened their Precinct 3 Government Center in the City of Lewisville. The opening of this facility provides an opportunity for the City to consider transferring the maintenance of all City birth and death vital records to Denton County. This will provide for a central vital registration and record archive as well as provide a more efficient and consistent customer service benefit for Lewisville residents. City staff is requesting City Council direction to proceed with the consolidation of these documents. If approved, an item will be included on the July 11, 2016 for City Council to approve a required Resolution.

RECOMMENDATION:

That the City Council direct City staff to proceed with the consolidation of maintenance of all city birth and death vital records as set forth in the caption above.

15. Discussion and Consideration of Appointments to Various City Boards/Commissions/Committees.

ADMINISTRATIVE COMMENTS:

On June 30, various terms of office on the City's boards, commissions, and committees will be expiring. Those positions have been identified and current appointees notified. The Board/Commission/Committee Appointment Process Electronic Notebook has been created for City Council's review. Data sheets for members requesting reappointment and all new applicants have been included in the book. At the June 6, 2016 City Council meeting, the following interview teams were set up: Mayor Durham and Mayor Pro Tem Gilmore; Councilman Ferguson and Councilman Jones; and Deputy Mayor Pro Tem Vaughn and Councilman Daniels.

RECOMMENDATION:

That the City Council proceed with the appointment process to the various City Boards/Commissions/Committees.

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

AGENDA
LEWISVILLE CITY COUNCIL
JUNE 20, 2016

J. **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

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

L. **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).

Potential Payday Lending Alternative: Community Loan Center

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Deep Roots. Broad Wings. Bright Future.

Overview

Video

- Employer-based, not city-wide
- Previous discussions with CLC
- Meeting on June 13th with Denton County, Business & Community Lenders (BCL), and Texas Community Capital (TCC)
- Expansion into our county
  - Required minimum number of employees in committed organizations
  - Need capital – approximately $500,000-1 million
  - Need a licensed local nonprofit to administer
- Business Plan Being Submitted by BCL

Involved Entities & Responsibilities

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TCC
Statewide Licensed Lender
Recruits Nonprofits and Investors.
Contracts with CLC and helps with marketing and raising capital.

Local nonprofit – local licensed lender
Recruit Local Employers and Investors
Market CLC loans to employees
Raise loan capital

Local Companies
Offer loans from CLC to employees with payroll deduction

Employees
Apply for loan online through CLC
Repay via payroll deduction

Investors and Lenders
Community Reinvestment Act Obligations

Community Loan Center
Originates and Services Loans for a Fee

Community Loan Center Terms

- $1,000 Loan Maximum
  - One Year Loan term
- 18% Interest (21.83% APR)
- $20 origination fee
- Relaxed underwriting – only look for employment
- No collateral
- No Prepayment Penalties
- Reports to Credit Bureaus
- Repayments $23.38/week or $94/month

Loan Comparison

	Community Loan Center Loan	Payday Loans
Loan Amount	$1000	$1000
Administrative Fee	$20	$0
Term	12 months	14 to 30 days
Interest Rate	18%	n/a
Financial Fee	n/a	$300*/$600**
Total Interest/Fee	$122.16	$900
Annual Percentage Rate	21.8321%	782.14%
Monthly Rate	$93.51	$1,300 due in 14 days

*1st 14 day fee is $300, if renewed an additional $300 fee is required
**If loan is extended (as indicated by research) two times

Next Steps:

1. Endorse a Local Licensed Lender to submit a business plan to TCC
2. Reaching Out to Community Partners to Build Critical Mass of Employees

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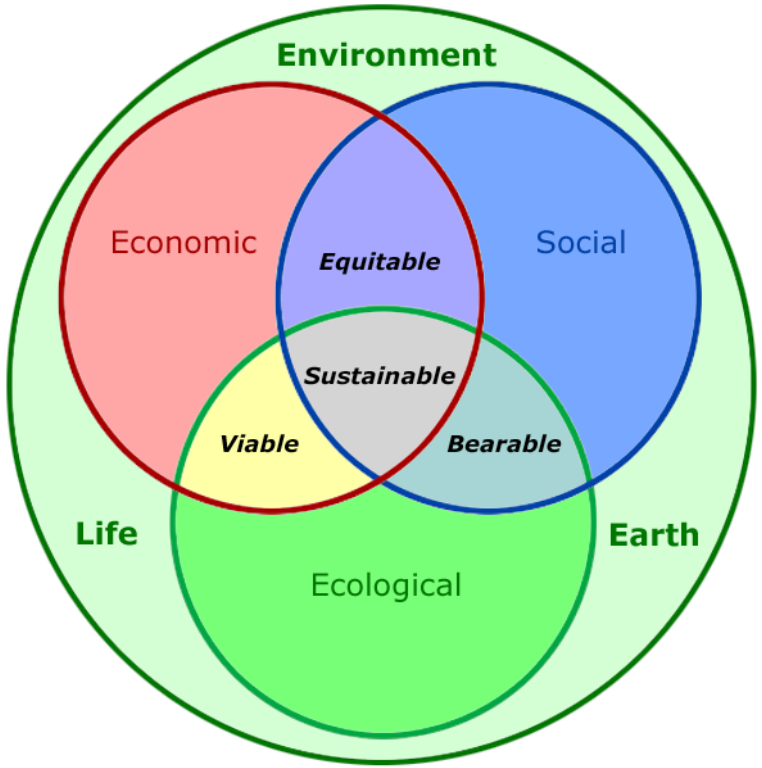
2015 International Green Construction Code

City Council Workshop – June 20, 2016

Why Have A Green Construction Code?

- Intended to drive green building into everyday practice
- Intended to reduce the negative impacts of the built environment on the natural environment
- Addresses
  - Conservation of:
    - Natural resources
    - Materials
    - Energy
    - Water
  - Air & indoor environmental quality



Current “Green” Regulations in Lewisville

- Preservation of natural resources
  - Prohibit construction in floodplains and limit development of certain sites and site features
  - Natural resources inventory required
- Stormwater management
- Landscape irrigation
- Management of vegetation, soils and erosion control
- Trail Master Plan - Connectivity

Proposed Phased Approach to Adoption

- NCTCOG's neutral position
- Survey Cities
- Method of Implementation
  - Phased approach
  - Seek City Council Direction on Phased Approach & Focus for Initial Adoption
  - Meet with Industry Stakeholders on Proposed Adoption and Local Amendments
  - Adopt Local Amendments to Green Code with Input from Stakeholder Industry
  - Annual Revisit to Consider Additional Green Regulations (IgCC 2018 Edition)
  - Benefits to this approach

Green Regulations & Existing Buildings

- Alterations/Renovations:
  - Based on Existing Building Code
  - Whatever is changed must meet current IgCC requirements
  - Unaltered components can remain as they are
  - Requirements primarily related to energy & water
  - Capped at10% of the total cost of alterations & other exceptions.
- Additions are treated similar to new construction.

Proposed Focus for Initial Adoption of Lewisville Green Code

Site Development & Land Use

- Building site waste management
- Bike lanes & bike racks for new developments close to areas shown on trail masterplan.
- Heat Island Mitigation
- Site Lighting
- Smartscaping

Material Resource Conservation

- 50 percent construction waste diversion plans
- Requiring recycling areas
- Percentage of construction material must be recycled, recyclable, or indigenous
- Limits for florescent lamps

Proposed Focus for Initial Adoption of Lewisville Green Code

Water Conservation

- Plumbing fixtures, fittings, and appliances

Indoor Environmental Quality and Comfort

- Acoustics
- Daylighting

Project Electives

- Encourages and recognizes construction that exceeds minimum green code requirements.
  - Allows development of greener buildings
- Enforceable only where specifically adopted.
  - Allows jurisdictions the ability to inspect and ensure compliance
- The owner or the owner's representative select the specific project electives to be implemented
  - Allows Jurisdictions control over types and number of additional electives

2015 International Green Construction Code

Questions?

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, BE IT RESOLVED BY the City Council that July is recognized as Park and Recreation Month in the City of Lewisville, County of Denton.

Proclaimed this the 20th day of June, 2016

_____

Rudy Durham, Mayor

Proclamation

WHEREAS, Amateur Radio operators are celebrating over a century of transmitting over the airwaves and continues to provide a bridge between peoples, societies and countries by creating friendships and the sharing of ideas; and

WHEREAS, the City of Lewisville recognizes the members of the Denton County Amateur Radio Association and the services they provide to Emergency Response organizations without compensation; and

WHEREAS, these same individuals have further demonstrated their value in public assistance by providing free radio communications for local parades, bike-a-thons, walk-a-thons, fairs and other charitable public events; and

WHEREAS, the City of Lewisville recognizes and appreciates the diligence of these "hams" who also serve as weather spotters in the Skywarn program of the National Weather Service; and

WHEREAS, the Amateur Radio Field Day exercise will take place on June 25-26, 2016 and is a 24 hour exercise and demonstration of the Radio Amateurs' skills and readiness to provide self-supporting communications without further infrastructure; now

THEREFORE, I Rudy Durham, Mayor of the City of Lewisville, along with the members of the City Council, do hereby officially recognize and designate June 20-26, 2016, as

"Amateur Radio Week"

in the City of Lewisville, Texas.

PROCLAIMED this the 20th day of June, 2016.

_____

Rudy Durham, Mayor
City of Lewisville

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: June 20, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Light Industrial District (LI) to Planned Development – Single-Family Residential District (PD-R-5) and Five Associated Variances; for a Proposed Residential Development Consisting of 75 Lots for Single Family Detached Dwelling Units and 8 Open Space Lots; on an Approximately 15.665-Acre Tract of Land out of the G.C. Woolsey Survey, Abstract No. 1402; Located at the Southeast Corner of Denton Tap Road and East Vista Ridge Mall Drive as Requested by Dowdey, Anderson & Associates, Inc. on Behalf of Hawkeye Realty Campbell Ranch, LP, the Property Owner (Case No. PZ-2016-05-14).**

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 for the proposed PD is currently vacant and is currently zoned Light Industrial (LI). Surrounding land uses and zoning are as follows:

North: Vacant property (future Mary Kay Research and Manufacturing facility) zoned LI
South: The Ballantyne Apartments zoned Multi-Family 1 District (MF1)
East: The Broadstone Vista Ridge Apartments zoned MF1
West: Vacant property (future church) zoned Local Commercial District (LC)

The developer for this community is Pulte Homes, who also constructed the Hills of Vista Ridge, which is located on both the north and south sides of Vista Ridge Mall Drive and Oakbend Drive. The Planning and Zoning Commission recommended unanimous approval (5-0) of the zone change request at their meeting of May 17, 2016.

ANALYSIS

The proposed PD will have a base zoning of Single-Family Residential (R-5) with a front-entry product. The concept plan identifies 75 single-family detached residential lots with minimum widths of 50 feet at the front building line and 40 feet at the front building line for irregular shaped lots. Minimum lot area shall be 5,000 square feet. The site features one open space lot that is internal to the site, which will contain a cedar arbor, landscape plantings, table and chairs, an open play area, ornamental trees, a seat wall and a meandering sidewalk. Additional five and

ten-foot wide landscape buffers will be created along Vista Ridge Mall Drive and Denton Tap Road. An entry wall feature will be placed along the east side of Street "F" to provide a focal point as you enter off of Denton Tap Road. The community will be managed by a Home Owners Association, which will also be responsible for maintaining the common areas. The minimum proposed dwelling unit size is 2,000 square feet, with the provision that up to 25% may be a minimum of 1,700 square feet. Other distinguishing residential architectural standards include: wood clad garage doors; driveways wholly constructed of either decorative pavers, exposed aggregate, stained and stamped concrete, patterned saw cut concrete, or salt finished concrete; a minimum of 75% of all exterior walls of a structure and 100% of the front façade constructed of stone or masonry, exclusive of doors, windows, trim and architectural features (ie: dormers, shutters, etc.); any side of a structure facing Denton Tap Road or Vista Ridge Mall Drive must be 100% brick or stone; all units shall have a two-car garage.

The proposed single-family detached units will be a maximum of two and a half stories or 35 feet in height. Minimum front yard setbacks are 20 feet; side yards shall be a minimum of five feet with 10 feet at side streets and 10 to 15-foot rear yards. A maximum 60% lot coverage by the main building and accessory buildings is permitted.

The General Development Ordinance requires masonry thoroughfare walls along the street frontages of Denton Tap Road and Vista Ridge Mall Drive, which the plan is adhering to by constructing a six-foot brick thin wall with seven and a half-foot columns. Fencing along the east and south sides bordering the existing apartments will consist of a brick thin wall six feet in height. Portions of the wall will be interspersed with an ornamental metal fence to allow for drainage. The open space lot interior to the site will also have an ornamental metal fence along the two adjacent residential lots.

The following five variances are associated with this development:

a) <u>To allow residential street offsets less than 150-feet.</u>

Section 6-92(b) Streets

This section requires that residential streets be laid out in a manner to discourage use by through traffic. Jogs and offsets at intersections are required to be 150 feet for residential streets. The variance request is to allow for an 89-foot offset between Street A and Street D and a 132-foot offset between Street G and Street H due to the limited space and alignment limitations. Staff recommends approval of this variance since the layout will discourage use by through traffic.

b) <u>To allow the median distance along Vista Ridge Mall Drive to be a minimum of 320 feet in lieu of the required 350 feet</u>

Section 6-92 (b) Streets

This section requires that no residential street intersection with arterial streets be allowed within 350 feet of a major arterial street intersection and/or within the proposed right turn lane limits. Vista Ridge Mall Drive and Denton Tap Road are currently built as principal arterial four lane divided streets. The proposed Street G would intersect Vista Ridge Mall Drive 320 feet east of the existing Vista Ridge Mall Drive and Denton Tap Road intersection. To provide the most efficient lot layout for this infill residential property and additional spacing to the existing multi-family driveway to the east, staff recommends approval of this variance.

c) <u>To allow non 90-degree intersections and to allow a street curvature within 35 feet of a residential intersection</u>

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 north portion of Street H that is intersecting Street D at 75 degrees with a slight street curvature that is within 35-feet of the intersection. 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.

d) <u>To allow a lot width less than 75-feet where a residential street intersects with an arterial street.</u>

Section 6-94(e) Lots

This section requires a 75-foot minimum corner lot width where a residential street intersects with a collector street such as Vista Ridge Mall Drive. The proposed layout will provide a common area lot, Lot 1x, with a width of 17.12-feet and residential lot, Lot 1, of 60-feet. Since the sum of these two lot frontages is 77.12 feet and the required 50-foot control of access can be provided on Lot 1, staff recommends approval of this variance.

e) <u>To waive the alley requirement and allow front entry.</u>

Section 6-92(k) Alleys

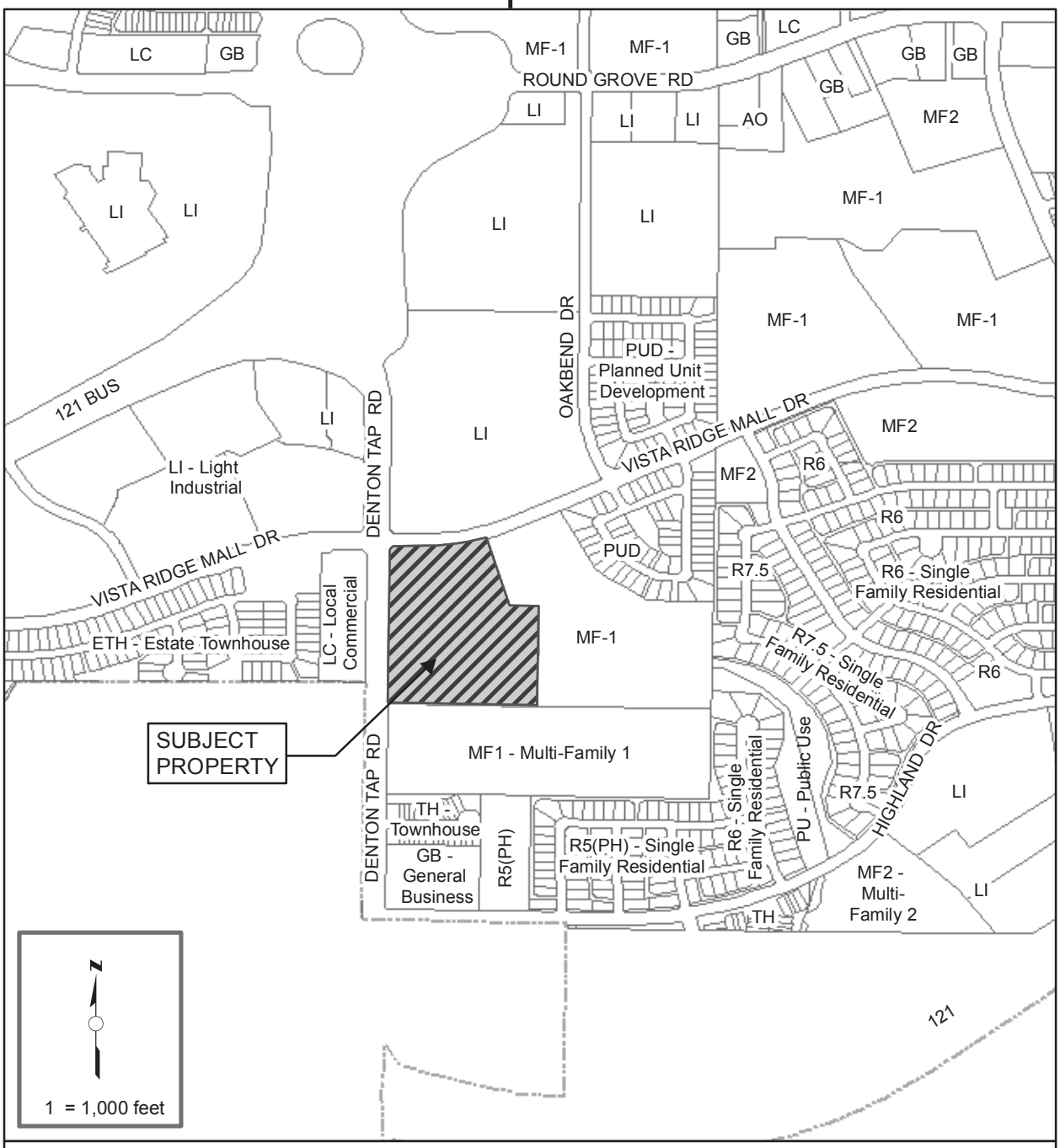
This section requires alleys for all single family residential subdivisions. A front entry product provides a larger private back yard and patio area for each lot. This variance has also been granted previously for other single family developments such as Hills of Vista Ridge Phases 1 and 2 and Verona. Staff recommends approval of this variance.

The purpose of the Planned Development zoning district is to accommodate innovative design concepts and provide flexibility in order to achieve a more desirable development. This site is an infill property in a highly desirable location within the City. The proposal offers a variety of single-family housing larger than most existing housing stock and is in alignment with "New Neighborhood Choices" provision of the Lewisville 2025 Plan.

RECOMMENDATION

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

Location Map - Willowbrook



ZONING CASE NO.PZ-2016-05-14

APPLICANT NAME:	DOWDEY, ANDERSON & ASSOCIATES, INC.
PROPERTY OWNER:	HAWKEYE REALTY CAMPBELL RANCH, LP
PROPERTY LOCATION:	SOUTHEAST CORNER OF DENTON TAP RD AND E VISTA RIDGE MALL (15.666-ACRES)
CURRENT ZONING:	LIGHT INDUSTRIAL (LI)
REQUESTED ZONING:	PLANNED DEVELOPMENT - SINGLE-FAMILY RESIDENT DISTRICT (PD-R-5)

Aerial Map - Willowbrook

MINUTES
PLANNING AND ZONING COMMISSION
MAY 17, 2016

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 p.m. Members present: James Davis, John Lyng, Mary Ellen Miksa, Sean Kirk (arrived at 6:48 p.m. during item 5-A), and Alvin Turner. Members Kristin Green and Steve Byars were absent.

Staff members present: Richard Luedke, June Sin and Jeff Kelly

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Item 5:
Public Hearings for Zoning and Special Use Permits were next on the agenda. There were two items for consideration:

A. **Public Hearing:** Consideration of a Zone Change Request From Light Industrial District (LI) to Planned Development – Single-Family Residential District (PD-R-5); for a Proposed Residential Development Consisting of 75 Lots for Single Family Detached Dwelling Units and 8 Open Space Lots; on an Approximately 15.665-acre Tract of Land out of the G.C. Woolsey Survey, Abstract No. 1402; Located at the Southeast Corner of Denton Tap Road and East Vista Ridge Mall Drive as Requested by Dowdey, Anderson & Associates, Inc. on Behalf of Hawkeye Realty Campbell Ranch, LP, the Property Owner. (Case No. PZ-2016-05-14).

Staff gave a brief overview of the proposed PD zone change request that would create up to 75 single-family detached residential lots on the approximately 15 acres. Staff discussed the open space which will contain a cedar arbor, landscape plantings, walking trails and seating areas. The screening walls and architectural features of the townhomes were also discussed. Staff indicated that five variances associated with this development would be considered by City Council.

The public hearing was opened. Traci Kilmer of Dowdey, Anderson & Associates, Inc., spoke in favor of the zone change request and proposed development. Chairman Davis asked if there were any staff concerns related to traffic. Assistant City Engineer Jeff Kelly answered that a left turn lane and median opening is existing on Denton Tap that would provide one of two access points to the development. He also stated that a minor modification to the median nose on E Vista Ridge Mall Drive would be required to accommodate the second access point to the development.

There being no one else to speak, public hearing was then closed. A motion was made by John Lyng to recommend approval of the zone change request, seconded by Mary Ellen Miksa. The motion passed unanimously (5-0).

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

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

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

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

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

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

(c) *Area*.

(1) *Size of yards*.

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

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

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

(2) *Reserved*.

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

SECTION 17-26. – "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.

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.

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): Robert B. Payne, Jr.	
Company Name: Hawkeye Realty Campbell Ranch, LP	
Mailing Address: 4809 Cole Avenue Suite 245, LB-136 Dallas, TX 75205-5598	
Work #: 214.987.2602	Cell #: 214.208.0801
E-Mail:bobby@paynelaw.org	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): Robert B Payne Jr	Date: 3-9-2016
Printed Name: Robert B. Payne, Jr.	

Applicant/Agent (name): Traci Shannon Kilmer	
Company Name:Dowdey, Anderson & Associates, Inc.	
Mailing Address: 5225 Village creek Drive Suite 200 Plano, TX 75093	
Work #: 972-931-0694	Cell #:
E-Mail: tskilmer@daa-civil.com	
Applicant/Agent Signature	Date: 2016.03.10
Printed Name: Traci Shannon Kilmer	

Current Zoning: LI **Requested Zoning:** PD-R-5 **Acres:** 15.67

Legal Description (Lot/ Block/Tract/Abstract): G. Woolsey Survey Abstract 1402

Address/Location: Southeast corner of Vista Ridge Mall Drive and Denton Tap Road

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: 4	**Zone Change Signs - $35 each.** 1 sign required for each 5 acres (max. 5 per site)	$ 140

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

Amount Due (application & sign fee)	$ 540.00

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REQUIRED:

Fully describe the plans for the property

We're planning for a single-family detached development (75 residential lots) as proposed in the Planned Unit Development (PUD)

NOTE:

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

DOWDEY, ANDERSON & ASSOCIATES, INC.
CIVIL ENGINEERS

5225 Village Creek Drive
Suite 200
Plano, Texas 75093
972-931-0694
972-931-9538 Fax

June 08, 2016

Economic Development & Planning,
Community Development Services
151 W Church Street
Lewisville, TX 75057

Re: Willowbrook
ZPD Variance Request Letter
DAA Job No.: 15010

On behalf of our client, Pulte Group, please accept this letter as our Variance Request Letter to describe and explain the requested zoning variances as defined within the proposed Planned Development (PD) Land Use and Development Regulations for the Willowbrook subject site.

The Willowbrook property is generally located at the southeast corner at the intersection of Denton Tap Road and Vista Ridge Mall Drive. We respectfully request the identified variances to the City of Lewisville Code of Ordinances given the infill nature of the site, the geometry, and our desire to create a functional development that reflects the homebuyer's product depth while conforming to the City's Development Standards.

Requested Variances

a) As depicted in Exhibit "C", minimum road centerline shall allow offsets less than 150-ft between Street A and Street D and between Streets G and H.
Given the infill nature of the site the most desirable lot orientation is proposed to have lots back to the adjacent multifamily along the south and east property lines. In discussions with the City it was requested that the proposed development align with the existing median within Denton Tap Road. The property also has a "jog" along the east boundary line adjacent to the multifamily. Both of these instances resulted in substandard centerline offsets while accommodating the desired lot depth for Pulte Homes and their product market.

b) The minimum median distance along Vista Ridge Mall Drive shall be permitted to be less than the required 350 feet per the Lewisville City Code not to be reduced below 320 feet as measured from median-nose to median-nose.
We are requesting a reduction of 30 feet to the required median length within Vista Ridge Mall Drive. The proposed street aligns with the existing median opening while allocating for residential lot s backing to the property boundary. This will allow for full access to the site from Vista Ridge Mall Drive and is key for traffic flow and proper circulation to the site.

c) Street intersections shall be permitted to intersect at non 90-degree intersections and shall be permitted to have street curvature within 35-feet of a residential intersection.

Given the infill nature of the site, existing boundary constrictions from right turn lanes and the asymmetric alignment of Vista Ridge Mall Drive to Denton Tap Road the result is a slightly irregular grid that shall parallel the alignment of Vista Ridge to Denton Tap.

d) Lot width less than 75 feet where a residential street intersects with an arterial street shall be permitted.

We are offering a 15-foot landscape buffer along Vista Ridge Mall Drive. Additionally, the lot siding to the landscape buffer shall be 60 feet wide. This combined total width combined for an effective 75 feet. This will provide a more aesthetic entry off of Vista Ridge Mall Drive while accomplishing the City's standard 75-foot lot width where a residential street intersects with an arterial street. The driveway for Lot 1, Block B shall have a minimum offset of 50 feet as measured from the ROW of Vista Ridge Mall Drive to the north curb return of the proposed driveway.

e) Alleys shall not be required with the proposed Zoning Planned Development (PD) for the subject property. This development shall be a front entry product.

The product Pulte Homes feels is most marketable to this area is a front entry product and thus we are requesting an alley waiver.

Please feel free to contact me should you have any questions regarding our request. Thank you.

Sincerely,

Traci Shannon Yost Kilmer
Planning Project Manager

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	36°52'12"	50.00'	16.67'	32.18'	N1°40'25"E 31.62'
C14	141°19'48"	50.00'	142.50'	123.33'	S45°58'24"W 94.36'
C15	163°10'32"	50.00'	338.10'	142.40'	S44°48'44"E 98.92'
C16	147°04'21"	50.00'	169.19'	128.35'	N53°25'40"W 95.90'
C17	163°44'23"	50.00'	350.00'	142.89'	N44°54'21"E 98.99'
C18	163°44'23"	50.00'	350.00'	142.89'	S45°05'39"E 98.99'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T1	S44°54'21"E	21.33'
T2	S44°54'21"W	21.21'
T3	S31°05'57"W	20.13'
T4	S58°39'36"E	22.33'
T5	S29°53'28"W	20.59'
T6	N16°45'41"W	4.08'
T7	S16°45'41"E	17.12'
T8	N45°05'39"W	21.21'
T9	S53°25'40"E	24.06'
T10	S40°02'14"W	19.33'
T11	S45°05'39"E	21.21'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T12	S44°54'21"W	21.21'
T13	N45°05'39"W	14.14'
T14	N44°54'21"E	14.14'
T15	N48°29'12"W	22.43'
T16	N45°58'54"E	23.00'
T17	S58°17'25"E	21.96'
T18	S45°05'39"E	21.21'
T19	N44°54'21"E	21.21'
T20	N16°45'41"W	177.72'
T21	S16°45'41"E	86.45'

ROADWAY CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C2	8°09'30"	1591.21'	113.48'	226.57'	N81°46'31"E 226.38'
C3	16°40'02"	250.00'	36.62'	72.72'	S08°25'40"E 72.47'
C4	90°00'00"	36.50'	36.50'	57.33'	S45°05'39"E 51.62'
C5	73°19'58"	36.50'	27.17'	46.72'	S53°25'40"E 43.59'
C6	16°40'02"	250.00'	36.62'	72.72'	S08°25'40"E 72.47'
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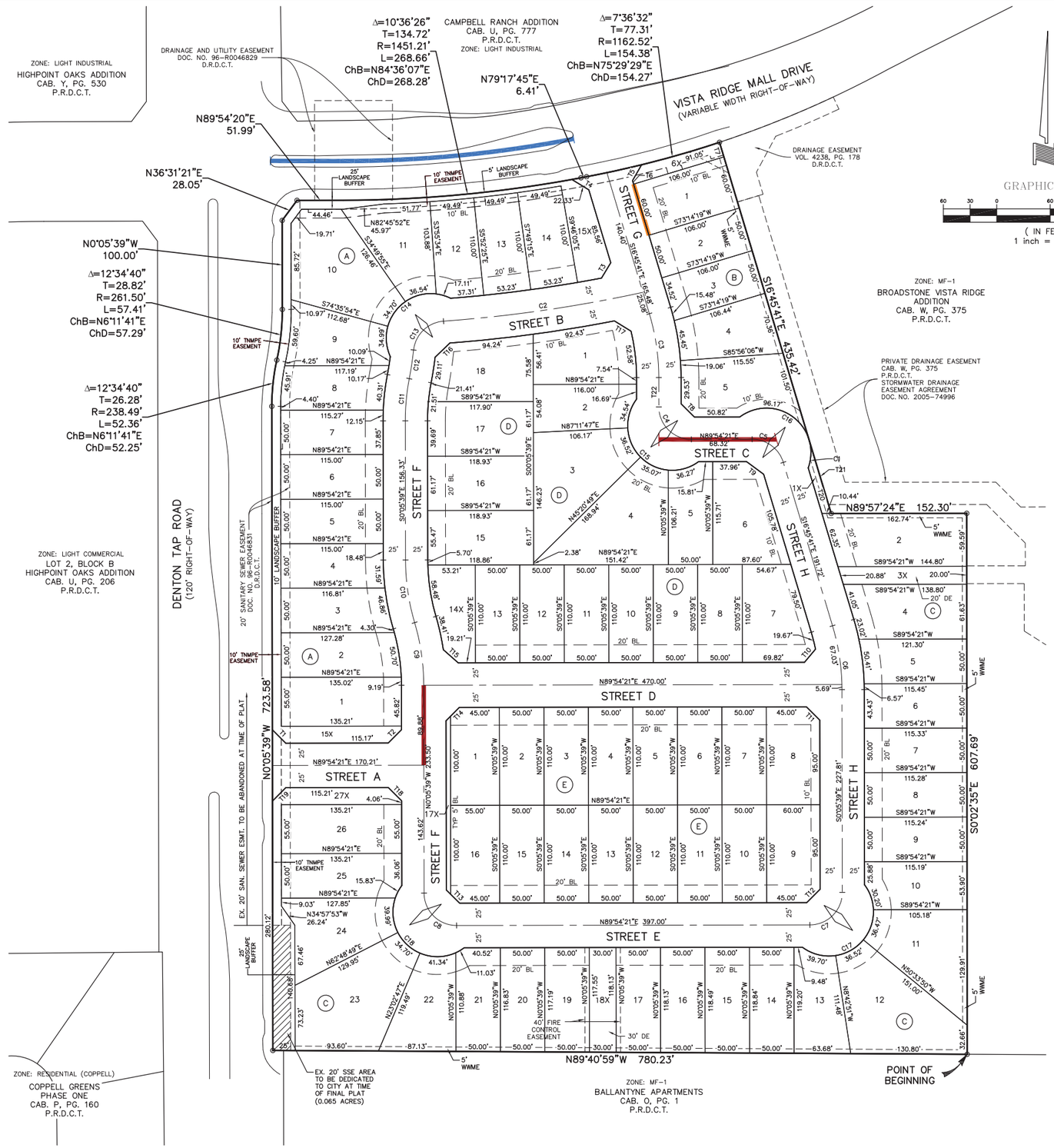
C10	16°20'40"	250.00'	35.90'	71.32'	N08°15'59"W 71.07'
C11	10°55'47"	250.00'	23.92'	47.69'	N05°22'14"E 47.62'
C12	4°31'56"	411.50'	16.28'	32.55'	S08°34'10"W 32.54'
C13	79°33'04"	36.50'	30.38'	50.68'	N46°04'44"E 46.70'

ROADWAY LINE TABLE		
LINE	BEARING	DISTANCE
T22	S00°05'39"E	33.03'



REQUESTED VARIANCES

A. AS DEPICTED IN EXHIBIT "C", MINIMUM ROAD CENTERLINE SHALL ALLOW OFFSETS LESS THAN 150-FT BETWEEN STREET A AND STREET D AND BETWEEN STREETS G AND H.

B. THE MINIMUM MEDIAN DISTANCE ALONG VISTA RIDGE MALL DRIVE SHALL BE PERMITTED TO BE LESS THAN THE REQUIRED 350 FEET PER THE LEWISVILLE CITY CODE NOT TO BE REDUCED BELOW 320 FEET AS MEASURED FROM MEDIAN-NOSE TO MEDIAN-NOSE.

C. STREET INTERSECTIONS SHALL BE PERMITTED TO INTERSECT AT NON 90-DEGREE INTERSECTIONS AND SHALL BE PERMITTED TO HAVE STREET CURVATURE WITHIN 35-FEET OF A RESIDENTIAL INTERSECTION.

D. LOT WIDTH LESS THAN 75 FEET WHERE A RESIDENTIAL STREET INTERSECTS WITH AN ARTERIAL STREET SHALL BE PERMITTED.

E. ALLEYS SHALL NOT BE REQUIRED WITH THE PROPOSED ZONING PLANNED DEVELOPMENT (PD) FOR THE SUBJECT PROPERTY. THIS DEVELOPMENT SHALL BE A FRONT ENTRY PRODUCT.

LEGEND

DE = DRAINAGE EASEMENT
SSE = SANITARY SEWER EASEMENT
UE = UTILITY EASEMENT
WWME = WALL AND WALL MAINTENANCE EASEMENT
HOA = HOME OWNERS ASSOCIATION
BL = BUILDING LINE
D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORD, DENTON COUNTY,
IRF = IRON ROD FOUND
<CM> = CONTROLLING MONUMENT

◊ DENOTES STREET NAME CHANGE

⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
● = 1/2" IRON ROD SET W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)

REVISED: JUNE 07, 2016

VARIANCE REQUEST EXHIBIT
WILLOWBROOK

OWNER/DEVELOPER
PULTE HOMES OF TEXAS LP
1234 LAKESHORE DRIVE, SUITE 750A
972-462-3409 COPPELL, TEXAS 75019
CONTACT: CLINT VINCENT

ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

15010

P:\Project C3D\15010\15010-ZONING-VAR\EXH.dwg, ZONING EXHIBIT-1, 6/7/2016 9:53:17 AM, tskimer, Dowdey, Anderson & Associates, Inc., TSY

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING AN APPROXIMATELY 15.665-ACRE TRACT OF LAND OUT OF THE G.C. WOOLSEY SURVEY, ABSTRACT NO. 1402; LOCATED ON THE SOUTHEAST CORNER OF DENTON TAP ROAD AND EAST VISTA RIDGE MALL DRIVE; FROM LIGHT INDUSTRIAL DISTRICT (LI) 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 15.665-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 proposed land use and development regulations, concept plan, architectural character elevations, conceptual landscape plan and details, and screening and fencing plan and details, 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 20TH DAY OF JUNE, 2016.

APPROVED:

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

_____
Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

Exhibit B
Proposed Land Use and Development Regulations
Concept Plan
Architectural Character Elevations
Conceptual Landscape Plan and Details
Screening and Fencing Plan and Details

EXHIBIT A

[redacted]

LEGAL DESCRIPTION
15.665 ACRES

BEING a tract of land situated in the G. C. WOOLSEY SURVEY, ABSTRACT NO. 1402, and being a part of that tract of land conveyed to Hawkeye Realty Campbell Ranch, L.P., according to the document filed of record in Document Number 2008-72709, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the north line of a tract of land conveyed to Ballantyne Apartments according to the document filed of record in Cabinet O, Page 1, Plat Records, Denton county, Texas, for the southwest corner of Broadstone Vista Ridge Addition, an Addition to the city of Lewisville according to the document filed of record in Cabinet W, Page 375, Plat Records, Denton County, Texas, same being the southeast corner of the tract of land described herein;

THENCE N 89° 40' 59" W, with said north line, being common with the south line of the above mentioned Hawkeye Realty tract, a distance of 780.23 feet to a crows foot found in the east line of Denton Tap Road, for the northwest corner of said Ballantyne tract, same being the southwest corner of this tract;

THENCE northerly, with said east line, the following five (5) courses and distances:

N 00° 05' 39" W, a distance of 723.58 feet to a point for corner of this tract from which a 5/8 inch iron rod found bears S 66° 19' 56" W, 2.10 feet, said point being at the beginning of a curve to the right having a radius of 238.49 feet, a central angle of 12° 34' 40", and a chord bearing and distance of N 06° 11' 41" E, 52.25 feet;

With said curve to the right, an arc distance of 52.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "HALFF'' found, said iron rod being a the beginning of a curve to the left having a radius of 261.50 feet, a central angle of 12° 34' 40", and a chord bearing and distance of N 06° 11' 41" E, 57.29 feet;

With said curve to the left, an arc distance of 57.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "HALFF'' found;

N 00° 05' 39" W, a distance of 100.00 feet to 1/2 inch iron rod with a yellow plastic cap stamped "HALFF'' found for the south end of a corner clip in said east line;

N 36° 31' 21" E, a distance of 28.05 feet to a point for corner of this tract from which a 1/2 inch iron rod with a yellow plastic cap stamped "HALFF'' found bears S 44° 44' 01" E, 0.19 feet, said point being at the north end of said corner clip in the south line of Vista Ridge Mall Road;

THENCE easterly, with said south line, the following four (4) courses and distances:

N 89° 54' 20" E, a distance of 51.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "HALFF'' found at the beginning of a curve to the left having a radius of 1451.21

feet, a central angle of 10° 36' 26", and a chord bearing and distance of N 84° 36' 07" E, 268.28 feet.
With said curve to the left, an arc distance of 268.66 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "HALFF'' found;

N 79° 17' 45" E, a distance of 6.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "HALFF'' found, said iron rod being at the beginning of a curve to the left having a radius of 1162.52 feet, a central angle of 07° 36' 32", and a chord bearing and distance of N 75° 29' 29" E, 154.27 feet;

With said curve to the left, an arc distance of 154.38 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "HALFF'' found in said south line for the northwest corner of the above mentioned Broadstone Addition, same being the northeast corner of this tract;

THENCE southerly, with the west line of said Broadstone Addition, being common with the east line of the above mentioned Hawkeye tract, the following three (3) courses and distances:

S 16° 45' 41" E, a distance of 435.42 feet to a 5/8 inch iron found;

N 89° 57' 24" E, a distance of 152.30 feet to a 5/8 inch iron found;

S 00° 02' 35" E, a distance of 607.69 feet to the **POINT OF BEGINNING** and containing 15.665 acres of land, more or less.

DOWDEY, ANDERSON
& ASSOCIATES, INC.
CIVIL ENGINEERS

5225 Village Creek Drive
Suite 200
Plano, Texas 75093
972-931-0694
972-931-9538 Fax

EXHIBIT B

Willowbrook

DAA JOB NO. 15010A
06/06/2016

[redacted]

Planned Development (PD)
Proposed Land Use and Development Regulations

For the 15.665 Acre Tract
Lewisville, Texas

The Willowbrook property is generally located at the southeast corner at the intersection of Denton Tap Road and Vista Ridge Mall Drive. The subject tract shall adhere to the conditions set forth by the City of Lewisville, as it pertains to the "R-5" single family residential zoning district per the City of Lewisville Code of Ordinances, as it exists or amended, with the following exceptions stated herein:

1) Zoning District

a) The subject property shall be developed generally in compliance with the conceptual plan attached hereto as Exhibit "C", Zoning Exhibit.

b) The proposed base zoning shall be "R-5" Single Family Residential District with a single-family detached product.

2) Zoning Exhibits

The development shall generally be in accordance with the following:

- Exhibit "B-1" – Legal Exhibit
- Exhibit "C" - Zoning Exhibit
- Exhibit "D-1" – "D-4" – Architectural Character Elevations
- Exhibit "E-1" – Conceptual Landscape Plan
- Exhibit "E-2" – Conceptual Landscape Detail
- Exhibit "F-1" - Screening & Fencing Plan
- Exhibit "F-2" - Screening & Fencing Detail

DOWDEY, ANDERSON
& ASSOCIATES, INC.
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3) Lot, Yard, and Space Regulations

	"R-5" SINGLE FAMILY RESIDENTIAL DISTRICT	WILLOWBROOK PROPOSED PD
Minimum Front Yard Setback	25'	20'
Side Yard Setback	6.5', 15' *	5', 10' **
Rear Yard Setback	20'	15', 10 ***
Minimum Lot Width	50'	50'
Minimum Lot Area	5,000 ft^2	5,000 ft^2
Maximum Lot Coverage	50%	60%
Maximum Height	35' / 2.5 stories	35' / 2.5 stories

* R-5 Side yards shall be 15 feet when adjacent to streets.
** Side yards shall be 10 feet when adjacent to streets.
*** Rear Yard shall have a maximum setback of 10 feet for lots backing to Vista Ridge Mall Drive

a) Front Yard: Minimum front yard setback shall be 20 feet.

b) Side Yard: Minimum side yard setback shall be 5 feet. Corner lots shall have a minimum 10 foot setback along the side street right-of-way. No garages shall be permitted to front the side street.

c) Rear Yard: Except as otherwise provided herein, the minimum rear yard seatback shall be 15 feet. Exception: All lots backing to Vista Ridge Mall Drive shall have a maximum rear yard setback of 10 feet.

d) Lot Area: Minimum lot area shall be 5,000 square feet.

e) Lot Width: Minimum lot width shall be 50 feet at the front build line. Corner lots shall have a minimum 50 foot width with a 20 foot control of access along the facing right-of-way at residential street intersections. Irregular lots shall have a minimum lot width of 40 feet at the front build line as measured along a straight line at the rear of the build line and parallel to the right-of-way or a line tangent thereto according to the City of Lewisville Zoning Ordinance, Section 17.3.

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& ASSOCIATES, INC.
CIVIL ENGINEERS

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f) Minimum Dwelling Size: The minimum floor area shall be 2,000 square feet, exclusive of garages and porches, with a maximum of 25% of the lots shall be permitted to have 1,700 square feet minimum.

g) Lot Coverage: Total lot coverage (the combined floor area of all structures on a lot) may not exceed 60 percent of the total lot area.

h) Height: Maximum building height is 35 feet.

i) Stories: Maximum number of stories if 2.5.

j) Density: Total density (total residential lots per overall site acreage) shall be 4.79 DU/AC.
(75 Lots / 15.666 Acres = 4.79 DU/AC.)

4) Streets, Alleys, and Easements

a) Streets: All street right-of-ways shall be 50 feet in width with a pavement width of 33 feet as measured from the back-of-curb to back-of-curb. Mountable curbs shall be required for front entry product.

b) Alleys: Alleys shall not be required with the proposed Zoning Planned Development (PD) for the subject property. This development shall be a front entry product.

c) Existing Sanitary Sewer Easement: A portion of the existing 20-foot sanitary sewer easement paralleling Denton Tap Road shall be dedicated as right-of-way to the City of Lewisville at the time of Final Plat. The remaining portion of 20-foot sanitary sewer easement shall be abandoned at the time of Final Plat.

5) Building Elements

a) Garages:
   i) Lots shall be permitted to have front-entry garages.
   ii) Garage doors shall be clad in stained natural cedar or faux wood.
   iii) Detached garages shall be prohibited.
   iv) Minimum two (2) car garage shall be provided.

b) Carports: Carports shall be prohibited.

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c) Design of Homes: The design and construction of homes within the subject property shall be similar in composition and architectural character to the elevations attached herein as Exhibit "D".

d) Driveways: Driveways shall be wholly constructed of either decorative pavers, exposed aggregate, stained and stamped concrete, patterned saw cut concrete, or salt finished concrete.

e) Construction Materials:
   i) Roofing material used on homes within the subject property shall be a minimum 30-year dimensional shingle.
   ii) A minimum of 75% of all exterior walls of a structure and 100% of the front façade of a structure shall be comprised of stone or masonry, exclusive of doors, windows, trim, and architectural features (ie. shutters, dormers, etc.).
   iii) Any side of a structure facing Denton Tap Road or Vista Ridge Mall Drive must be 100% brick or stone.

f) Fences: All homes shall have stained wood fences with metal posts that comply with the City's fencing regulations as set forth in the City of Lewisville Code of Ordinances, Section 4-453.

g) Screening Walls & Fencing: Screening Walls and Fencing shall be provided as depicted on Exhibit "F-1".

6) Landscaping and Common Areas

a) Landscaping: Except as proposed, the landscaping shall conform to the regulations set forth in Article VI of the Lewisville City Code. All lots shall be fully sodded, landscaped, and irrigated. Landscaping shall be installed and maintained in accordance with the landscaping plan attached herein as Exhibit "E-1".

b) Landscape Buffers:
   i) The proposed landscape buffer along Vista Ridge Mall Drive shall be a minimum of 5 feet.
   ii) The proposed landscape buffer along Denton Tap Road shall be a minimum of 10 feet wide and transition to a minimum 5-foot wide buffer between the existing 20-foot sanitary sewer easement to be dedicated as right-of-way to the City of Lewisville and the adjacent rear property lines.

c) Homeowner's Association Required: A homeowner's association (the HOA) for the subject property shall be established and be responsible of the maintenance of all common areas,

including but not limited to the landscape buffer lots. The HOA shall have the obligation to maintain the common areas to the same extent that the owners or occupants of individual lots have the obligation to maintain their lots and in accordance with all City of Lewisville Ordinances.

d) Default of Homeowner's Association: Notwithstanding anything to the contrary, in the event that the Association (without prior City approval) has ceased to operate, becomes defunct, and/or the City cannot reasonably identify an individual who represents the Association, the Association will be deemed dissolved in violation of these Covenants. At such time, the City shall provide written notice of the violation to the Owners. If the Owners fail to cure this violation and reestablish the Association in accordance with this agreement within thirty days from the date of notice, the Common Properties shall automatically vest in the City in fee simple title upon the City filing a copy of its notice and a copy of these Covenants in deed records. Any transfer of the Common Areas to the City shall be provided at no cost to the City.

7) Requested Variances

a) As depicted in Exhibit "C", minimum road centerline shall allow offsets less than 150-ft between Street A and Street D and between Streets G and H.

b) The minimum median distance along Vista Ridge Mall Drive shall be permitted to be less than the required 350 feet per the Lewisville City Code not to be reduced below 320 feet as measured from median-nose to median-nose.

c) Street intersections shall be permitted to intersect at non 90-degree intersections and shall be permitted to have street curvature within 35-feet of a residential intersection.

d) Lot width less than 75 feet where a residential street intersects with an arterial street shall be permitted.

e) Alleys shall not be required with the proposed Zoning Planned Development (PD) for the subject property. This development shall be a front entry product.

LOT CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	36°52'12"	50.00'	16.67'	32.18'	N1°40'25"E 31.62'
C14	141°19'48"	50.00'	142.50'	123.33'	S45°58'24"W 94.36'
C15	163°10'32"	50.00'	338.10'	142.40'	S44°48'44"E 98.92'
C16	147°04'21"	50.00'	169.19'	128.35'	N53°25'40"W 95.90'
C17	163°44'23"	50.00'	350.00'	142.89'	N44°54'21"E 98.99'
C18	163°44'23"	50.00'	350.00'	142.89'	S45°05'39"E 98.99'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T1	S44°54'21"E	21.33'
T2	S44°54'21"W	21.21'
T3	S31°05'57"W	20.13'
T4	S58°39'36"E	22.33'
T5	S29°53'28"W	20.59'
T6	N16°45'41"W	4.08'
T7	S16°45'41"E	17.12'
T8	N45°05'39"W	21.21'
T9	S53°25'40"E	24.06'
T10	S40°02'14"W	19.33'
T11	S45°05'39"E	21.21'

LOT LINE TABLE		
LINE	BEARING	LENGTH
T12	S44°54'21"W	21.21'
T13	N45°05'39"W	14.14'
T14	N44°54'21"E	14.14'
T15	N48°29'12"W	22.43'
T16	N45°58'54"E	23.00'
T17	S58°17'25"E	21.96'
T18	S45°05'39"E	21.21'
T19	N44°54'21"E	21.21'
T20	N16°45'41"W	177.72'
T21	S16°45'41"E	86.45'

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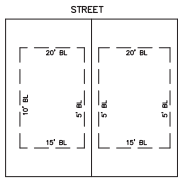
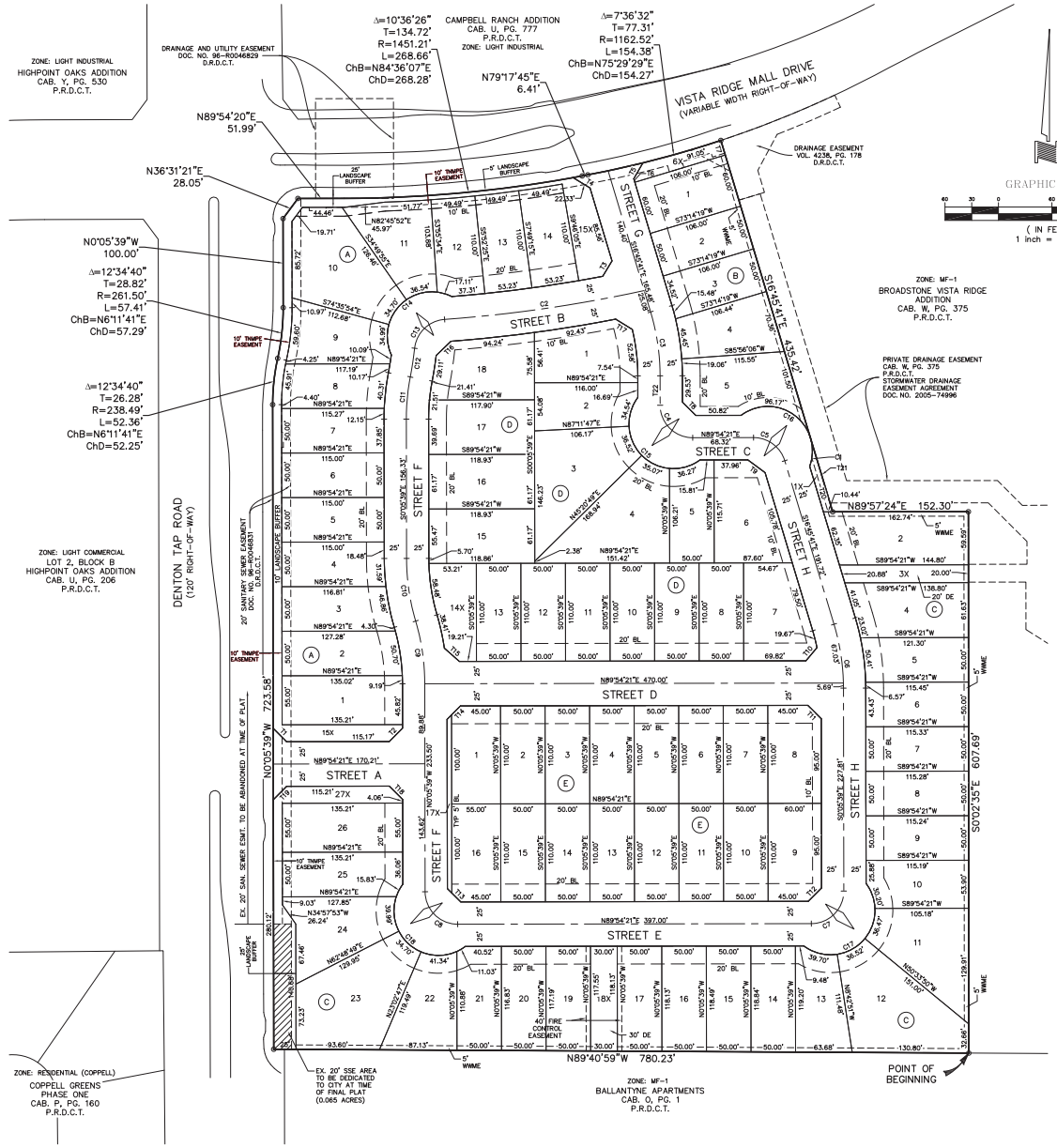


TYPICAL LOT
SETBACK DETAIL



GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

LOCATION MAP
SCALE 1"=1000'

GENERAL NOTES:
1. THIS CONCEPT PLAN CONTAINS 75 RESIDENTIAL LOTS AND 8 PRIVATE OPEN SPACE LOTS (3 DRAINAGE RIGHT-OF-WAYS) TO BE MAINTAINED BY THE H.O.A.
2. THIS CONCEPT PLAN CONTAINS A TOTAL OF 3.503 ACRES OF RIGHT-OF-WAY DEDICATION FOR PUBLIC STREETS AND 0.226 ACRES OF DRAINAGE AND/OR SANITARY SEWER RIGHT-OF-WAYS.
3. THIS CONCEPT PLAN CONTAINS A TOTAL OF 0.831 ACRES OF PRIVATE OPEN SPACE.
4. THIS CONCEPT PLAN IDENTIFIES A DENSITY OF 4.79 DWELLING UNITS PER ACRE (DU/AC.)
5. NO PUBLIC PARKS ARE PROPOSED WITHIN THIS DEVELOPMENT.
6. A PARK FEE PER EACH NEW DWELLING IS DUE AT TIME OF BUILDING PERMIT ISSUANCE.
7. "X" CUTS SET IN CONCRETE AT ALL INTERSECTIONS AND POINT OF CURVATURE.
8. ALL CORNERS SHALL BE MONUMENTED WITH A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA".
9. NO FLOODPLAIN EXIST WITHIN THE CONCEPT PLANT AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP.
10. FRONT SETBACK IS MINIMUM 20' WITH GARAGE AT 20' SETBACK.
11. SCREENING WALLS ALONG DENTON TAP AND VISTA RIDGE MALL DRIVE ARE TO BE MAINTAINED BY THE CITY OF LEWISVILLE. THE DEVELOPER SHALL PAY 20% OF THE TOTAL COST OF THE INITIAL CONSTRUCTION OF THE PUBLIC SCREENING WALLS.
12. ALL CORNER LOTS SHALL HAVE 20' CONTROL ACCESS AS MEASURED FROM THE INTERSECTING RIGHT-OF-WAY.
13. CORNER LOTS ALONG VISTA RIDGE MALL DRIVE SHALL HAVE A 50' CONTROL ACCESS AS MEASURE FROM THE INTERSECTING RIGHT-OF-WAY.
14. STREET CURB RADII SHALL BE A MINIMUM OF 25'.
15. ROLLOVER/MOUNTABLE CURB REQUIRED FOR FRONT ENTRY.
16. STREET PAVING OF 33' BACK TO BACK REQUIRED FOR ENTRIES.
17. THIS CONCEPT PLAN IS SUBJECT TO CONDITIONS OF PD, AS LISTED IN ORDINANCE#_____.
18. ALL CORNERS SHALL HAVE A CLEAR VISION AREA OF 45'x45' MEASURED FROM THE INTERSECTION OF THE BACK OF CURB, AS DRAWN PER FIGURE 7 OF THE GENERAL DEVELOPMENT ORDINANCE OF LEWISVILLE, TEXAS.
19. HOA SHALL OWN AND MAINTAIN ALL PRIVATE OPEN SPACE LOTS; LOT 15X BLOCK A, LOT 1X BLOCK B, LOTS 1X, 3X, 18X, AND 27X BLOCK C, 14X BLOCK D, AND 17X BLOCK E.

LEGEND
DE = DRAINAGE EASEMENT
SSE = SANITARY SEWER EASEMENT
UE = UTILITY EASEMENT
WWME = WALL AND WALL MAINTENANCE EASEMENT
HOA = HOME OWNERS ASSOCIATION
BL = BUILDING LINE
D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORD, DENTON COUNTY,
IRF = IRON ROD FOUND
<CM> = CONTROLLING MONUMENT
◊ DENOTES STREET NAME CHANGE
⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
• = 1/2" IRON ROD SET W/ YELLOW PLASTIC CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)

EXHIBIT "C"
PLANNED DEVELOPMENT
CONCEPT PLAN
WILLOWBROOK
75 SINGLE-FAMILY RESIDENCE &
8 OPEN SPACE LOTS
15.665 ACRES
LOTS 1-14, BLOCK A, LOTS 1-5, BLOCK B
LOTS 2, 4-17 & 19-26 , BLOCK C
LOTS 1-13 & 15-18, BLOCK D
LOTS 1-16, BLOCK E
LOT 15X, BLOCK A, LOT 6X, BLOCK B
LOTS 1X, 3X, 18X, & 27X BLOCK C
LOT 14X, BLOCK D AND LOT 17X BLOCK E
G.C. WOOLSEY SURVEY, ABSTRACT No. 1402
CITY OF LEWISVILLE, DENTON COUNTY, TEXAS
FEBRUARY 2016 SCALE: 1" = 60'

OWNER/DEVELOPER
PULTE HOMES OF TEXAS LP
1234 LAKESHORE DRIVE, SUITE 750A
972-462-3409 COPPELL, TEXAS 75019
CONTACT: CLINT VINCENT

ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

REVISED: MAY 10, 2016

1 OF 1
15010

P:\Project C\D\15\01\15\01\ZONING.dwg, ZONING EXHIBIT-1, 5/10/2016 2:47:30 PM, Matthew Dowdey, Anderson & Associates, Inc., TSY

Architectural Character Elevations

Architectural Character Elevations

Architectural Character Elevations

Architectural Character Elevations

1 CONCEPT LAYOUT - OPEN SPACE 8, BLOCK C
PLAN

SCALE: 1"=10'-0"

DENTON TAP - VISTA RIDGE TRACT
Exhibit E-1 - Conceptual Landscape Plan

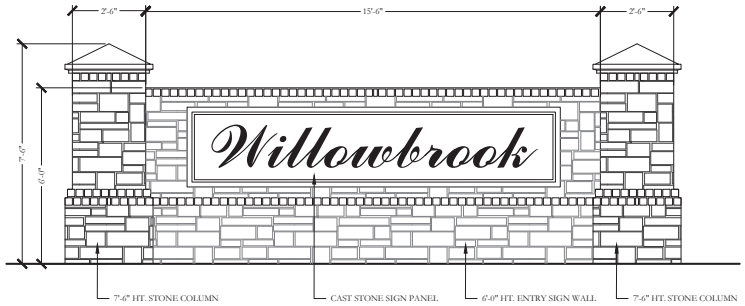
City of Lewisville, Denton County, Texas

NORTH

10 5 0 10
Scale: 1" = 10'-0"

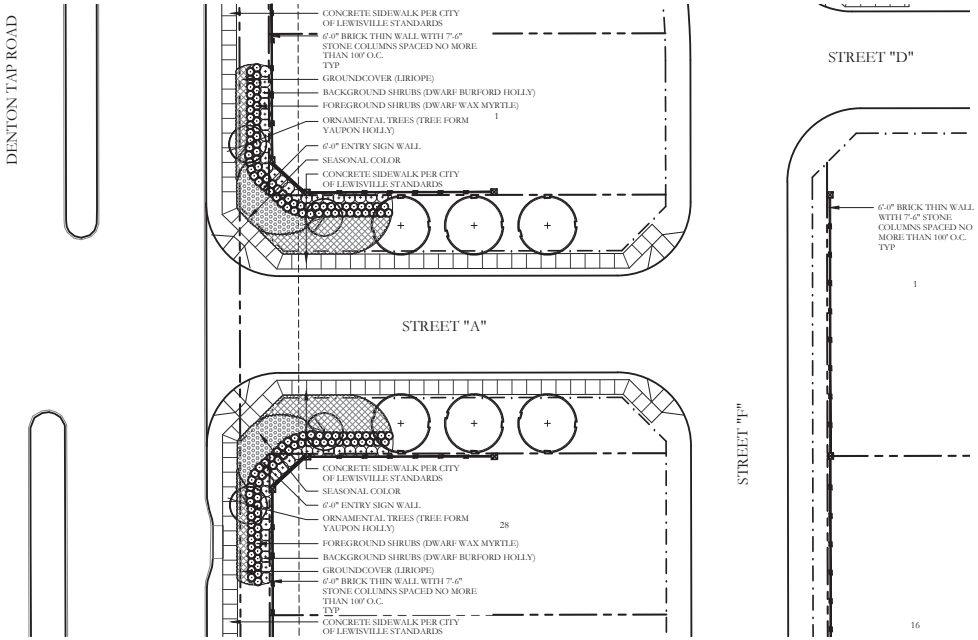
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.
One Inch

CODY JOHNSON
s·t·u·d·i·o
12217 CHATTANOOGA DR. FRISCO, TEXAS 75035
PH. (903) 570-0162
EMAIL: CODY@CODYJOHNSONSTUDIO.COM



1 ENTRY SIGN WALL
ELEVATION

SCALE: 1/2" = 1'-0"



2 TYPICAL SUBDIVISION ETNRANCE LANDSCAPE PLAN
PLAN

SCALE: 1"=20'-0"

DENTON TAP - VISTA RIDGE TRACT
Exhibit E-2 - Conceptual Landscape Detail

City of Lewisville, Denton County, Texas

NORTH

20 10 0 20
Scale: 1" = 20'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.
One Inch

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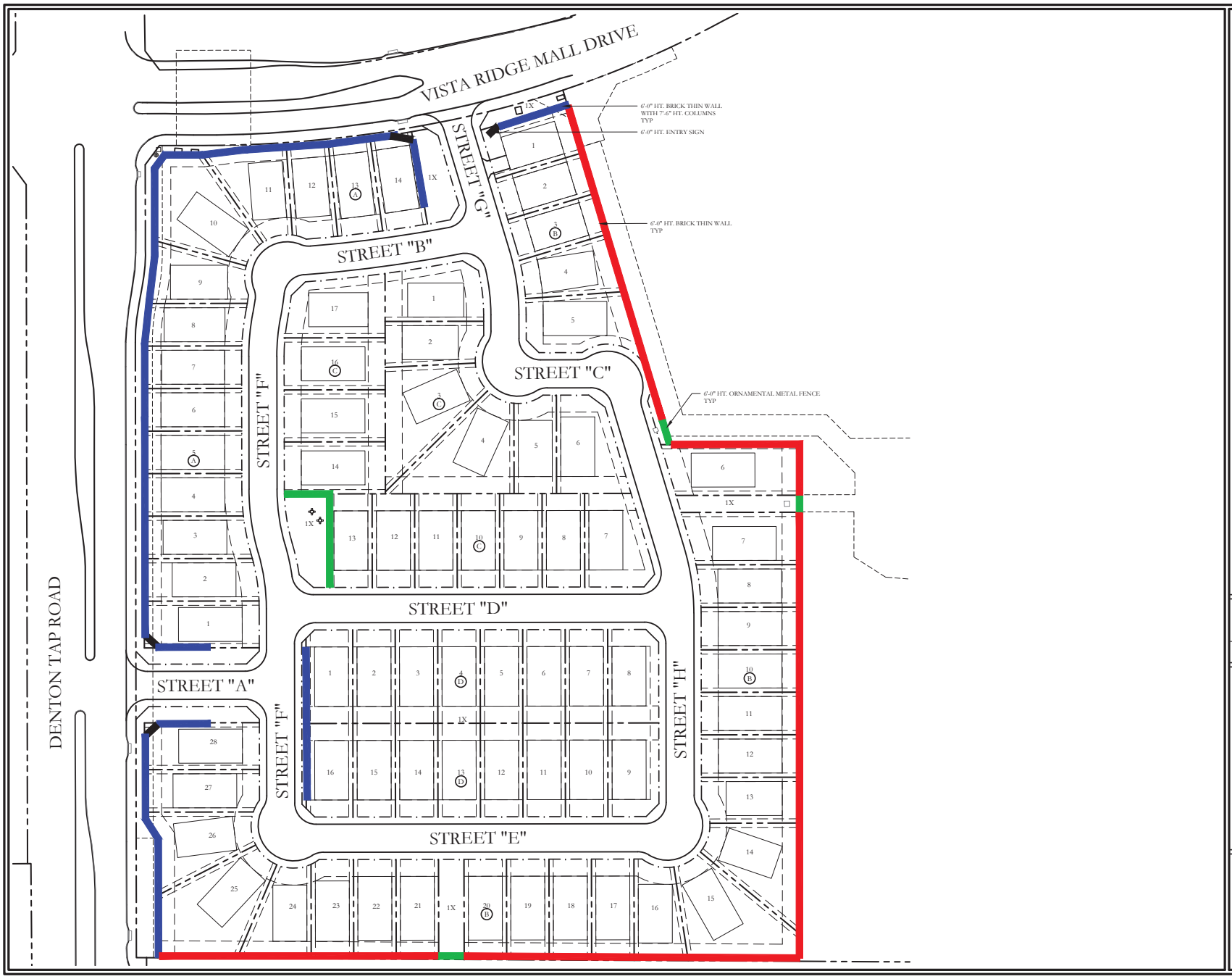

SCREENING LEGEND

- 6'-0" HT. ENTRY SIGN
- 6'-0" HT. BRICK THIN WALL WITH 7'-6" HT. COLUMNS SPACED NO MORE THAN 100' O.C.
- 6'-0" HT. BRICK THIN WALL
- 6'-0" HT. ORNAMENTAL METAL FENCE

DENTON TAP - VISTA RIDGE TRACT
Exhibit F-1 - Screening and Fencing Plan

City of Lewisville, Denton County, Texas

NORTH

50 25 0 50
Scale: 1" = 50'-0"

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.
One Inch

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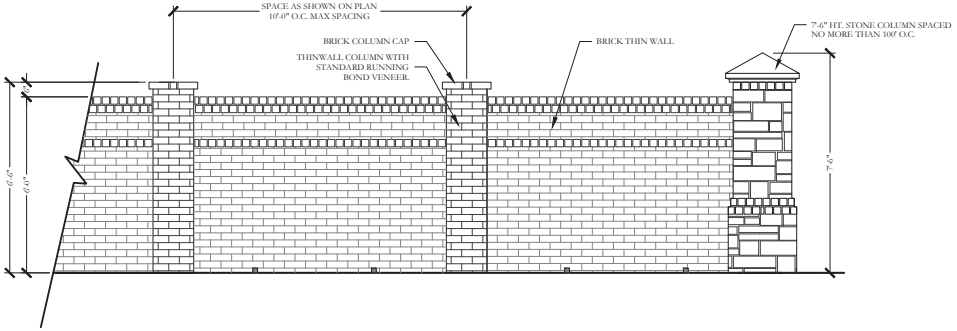
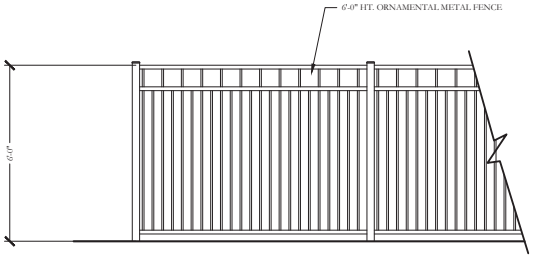


1 PARTION BRICK THINWALL AND COLUMN
ELEVATION

SCALE: 1/2" = 1'-0"



2 PARTION ORNAMENTAL METAL FENCE AND COLUMN
ELEVATION

SCALE: 1/2" = 1'-0"

DENTON TAP - VISTA RIDGE TRACT
Exhibit F-2 - Screening and Fencing Detail

City of Lewisville, Denton County, Texas

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.

One Inch

CODY JOHNSON
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EMAIL: CODY@CODYJOHNSONSTUDIO.COM

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: June 20, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Agriculture Open Space District (AO) to Single Family Residential District (R-7.5), on an Approximately 0.3081-Acre Tract of Land out of the E. Pickett Survey, Abstract No. 1014, Located at 820 South Charles Street; as Requested by Julie B. Riegel, the Property Owner (Case No. PZ-2016-06-16).**

BACKGROUND

The approximately 0.3081-acre property is located on the east side of South Charles Street north of Yale Avenue. The residence on this property was built in the late 1950's. Once rezoning has occurred, the property owner will submit a final plat application in conjunction with a replat of 812 South Charles Street. The request is consistent with the surrounding residential properties which are zoned Single Family Residential (R-7.5).

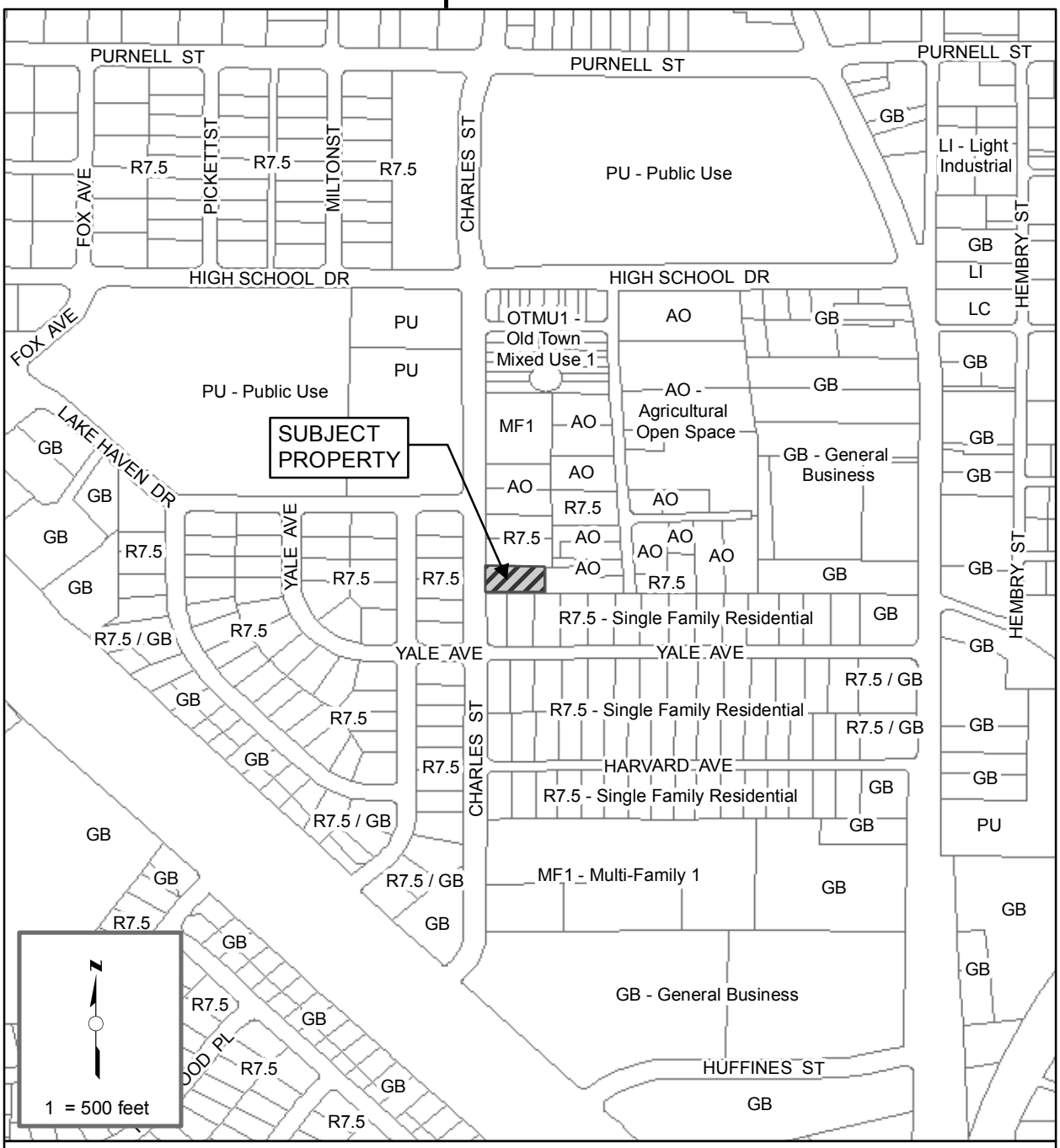
ANALYSIS

The current zoning of the property is Agriculture Open Space (AO), which allows for a residence with minimum lot size of one acre and requires 100-foot setbacks from all property lines. This property does not currently comply with the one acre requirement or the 100-foot setback requirements. The existing house is a legal non-conforming structure, which can exist as-is, but any addition to the home or platting would require the property to comply with the current zoning. The proposed zone change will make this property consistent with the zoning of properties in the general area. The proposed lot configuration will be in compliance with the requirements of the Single Family Residential (R-7.5) District. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of June 7, 2016.

RECOMMENDATION

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

Location Map - 820 S. Charles St.



ZONING CASE NO.PZ-2016-06-16

PROPERTY OWNER: JULIE B. RIEGEL

PROPERTY LOCATION: 820 S. CHARLES ST (0.3081-ACRES)

CURRENT ZONING: AGRICULTURE OPEN SPACE (AO)

REQUESTED ZONING: SINGLE FAMILY RESIDENTIAL (R7.5)

Aerial Map - 820 S. Charles St.

MINUTES
PLANNING AND ZONING COMMISSION
JUNE 7, 2016

Item 1:

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

Staff members present: Richard Luedke and June Sin.

Item 4:

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

A. **Public Hearing:** Consideration of a Zone Change Request From Agriculture Open Space (AO) to Single Family Residential (R-7.5); on an Approximately 0.3081-Acre Tract of Land out of the E. Pickett Survey, Abstract No. 1014; Located at 820 South Charles Street; as Requested by Julie B. Riegel, the Property Owner. (Case No. PZ-2016-06-16).

Staff gave a brief overview indicating that the existing residence was built in the late 1950's and is a legal non-conforming structure. This property does not currently comply with the one acre requirement or the 100-foot setback requirement of the AO District. Any new construction or platting would require the property to comply with the current zoning. The proposed zone change will make this property consistent with the zoning of the properties in the general area. Once the zoning is approved, the plat will move forward in compliance with the Single Family Residential (R-7.5) Zoning.

Chairman Davis opened the public hearing. There being no one present to speak, public hearing was then closed.

A motion was made by Kristin Green to recommend approval of the zone change request, seconded by Alvin Turner. The motion passed unanimously (6-0).

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

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

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

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

(c) *Area*.

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

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

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

SECTION 17-10. - "R-7.5" SINGLE FAMILY RESIDENTIAL DISTRICT REGULATIONS

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

(1) Single-family dwellings.
(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 depth of not less than thirty (30) feet, except where entrance to the garage is provided from an alley in the rear of the house, in which case the minimum front yard may be twenty-five (25) feet. Where lots have double frontage, running through from one street to another, the required 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 ten percent (10%) of the lot width. 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. In no case shall the minimum side yard setback be less than six and one-half (6.5) feet.

c. *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet if there is no rear entry from an alley, and a depth of not less than twenty-five (25) feet if there is rear entry from an alley.

(2) *Size of lot.*

a. *Lot area.* No building shall be constructed on any lot of less than seven thousand five hundred (7,500) square feet.

b. *Lot width*. The minimum width of the lot shall not be less than sixty-five (65) 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.

c. [Exception] Where a lot having less area, width and/or depth than herein required existed in separate ownership upon the effective date of this ordinance, the above regulations shall not prohibit the erection of a one-family dwelling thereon.

(3) *Minimum dwelling size.* The minimum floor area of any dwelling shall be one thousand seven hundred (1,700) square feet, exclusive of garages, breezeways and porches.

(4) *Lot coverage.* In no case shall more than forty percent (40%) of the total lot area be covered by the combined area of the main buildings and accessory buildings.

RECEIVED MAY 1

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): Julie Boenker Riegel	
Company Name:	
Mailing Address: 812 S. Charles St. Lewisville Tx 75057	
Work #: 972-436-1007	Cell #: 214-542-8415
E-Mail: JRiegel1@hotmail.com	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): Julie B Riegel	Date:
Printed Name: Julie B Riegel	

Applicant/Agent (name): Julie Boenker Riegel	
Company Name:	
Mailing Address: 812 S. Charles St Lewisville TX 75057	
Work #: 972-436-1007	Cell #: 214-542-8415
E-Mail: JRiegel1@hotmail.com	
Applicant/Agent Signature Julie B Riegel	Date:
Printed Name: Julie B Riegel	

Current Zoning: AO Requested Zoning: R75 Acres: 0.3081

Legal Description (Lot/ Block/Tract/Abstract): Eli Pickett Survey, Abstract Number 1014, City of Lewisville, Denton County, Texas

Address/Location: 820 S Charles St. Lewisville Texas 75057

Application and Sign Fees:

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

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

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

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

Amount Due (application & sign fee)	$ 185.00

LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

REQUIRED:

Fully describe the plans for the property

Request rezoning for residential R7.5.
Plan to sell property including land and existing single-family residence after moving the existing lot lines to add 12 feet to 812 South Charles on the North Side of this property while retaining the property requirements to meet R75 zoning requirements

NOTE:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING AN APPROXIMATELY 0.3081-ACRE TRACT OF LAND OUT OF THE E. PICKETT SURVEY, ABSTRACT NO. 1014, LOCATED AT 820 SOUTH CHARLES STREET; FROM AGRICULTURE-OPEN SPACE DISTRICT (AO) ZONING TO SINGLE FAMILY RESIDENTIAL DISTRICT (R-7.5) 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 0.3081-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 **SINGLE FAMILY RESIDENTIAL DISTRICT (R-7.5) ZONING**.

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

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

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

SECTION 5. This Ordinance shall be cumulative of all other ordinances of the City of Lewisville, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances,

except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this Ordinance.

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 20TH DAY OF JUNE, 2016.

APPROVED:

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

_____
Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

 Property Description: 820 S. Charles St. Lewisville Tx 75057

EXHIBIT A

WHEREAS ED AND JULIE RIEGEL are the owners of a 0.3081 acre tract of land situated in the Eli Pickett Survey, Abstract Number 1014, City of Lewisville, Denton County, Texas, being that same tract of land described by deed to Julie Boenker Riegel, as recorded under Instrument Number 2015-83937, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for the southwest corner of the herein described tract, same being the northwest corner of Lot 14, in Block C, of Dave Termin Subdivision, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof, as recorded in Volume 474, Page 487, R.P.R.D.C.T., also being in the east line of Charles Street;

THENCE North 01 degree 18 minutes 06 seconds East, with the east line of said Charles Street, a distance of 79.26 feet to a point for corner, same being the Southwest corner of Lot 2, in Block A, of Boenker Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof, as recorded in Cabinet X, Page 130, of the Plat Records of Denton County, Texas;

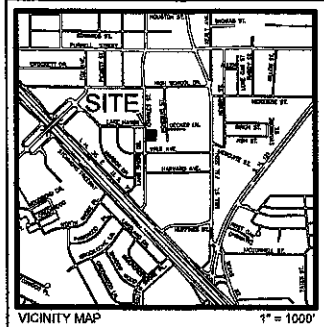
THENCE South 88 degrees 19 minutes 19 seconds East, with the south line of said Lot 2, a distance of 167.88 feet to a ½ inch iron rod found for corner;

THENCE South 01 degree 52 minutes 42 seconds East, a distance of 78.72 feet to a ½ inch iron rod with yellow cap stamped "Arthur Surveying Company" set for corner in the north line of Lot 12, in said Block C;

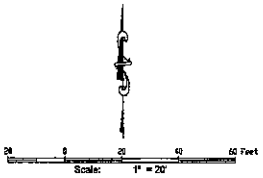
THENCE North 88 degrees 33 minutes 05 seconds West, partially with the north line of said Lot 12, passing at a distance of 44.40 feet a ¾ inch iron rod found for the common northerly corner of Lots 12 and 13, in said Block C, continuing on said course for a total distance of 172.24 feet to the **POINT OF BEGINNING** and containing 0.3081 acre of land, more or less.

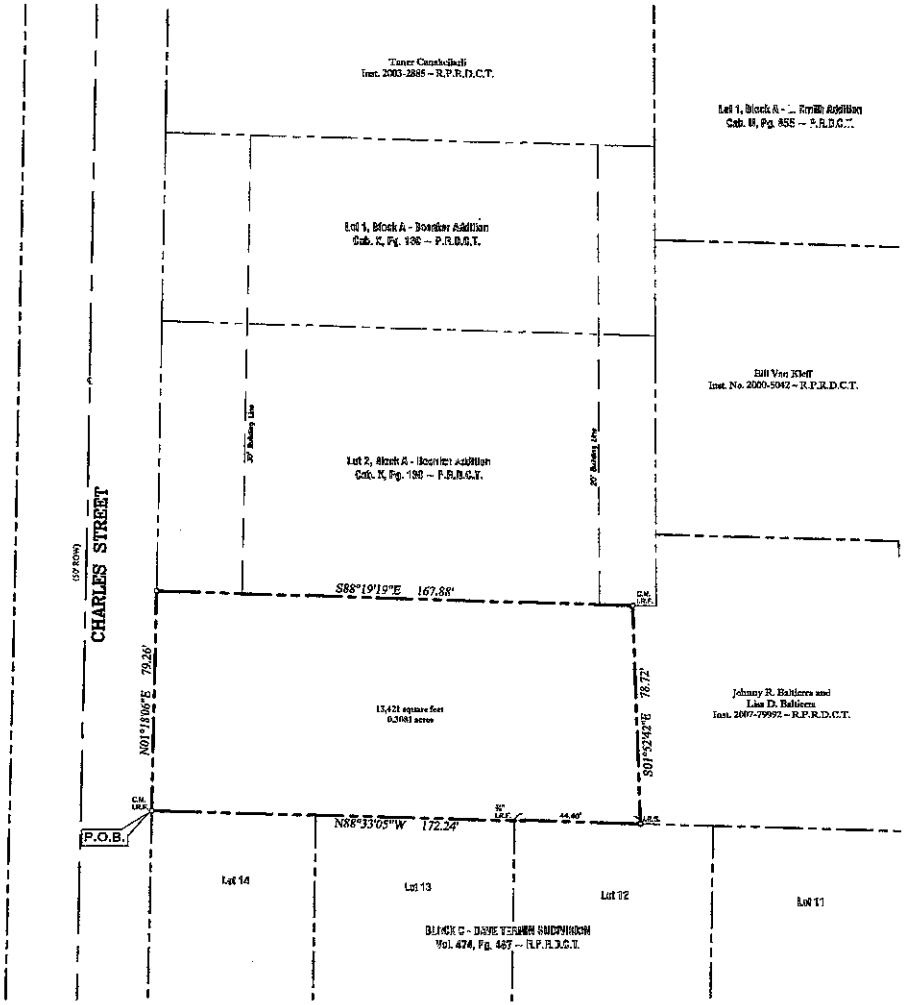
Attachment to
Ordinance No. _____
Exhibit "A"
Page 2 of 2

Zoning Exhibit



VICINITY MAP 1" = 1000'





State of Texas §
County of Denton §

Owner's Certificate and Dedication

WHEREAS ED AND JULIE RIEGEL are the owners of a 0.3081 acre tract of land situated in the Eli Pickett Survey, Abstract Number 1014 City of Lewisville, Denton County, Texas, being that same tract of land described by deed to Julie Bentley Riegel, as recorded under Instrument Number 2013-81037, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for the southwest corner of the herein described tract, same being the northwest corner of Lot 14, in Block C, of Dave Terrier Subdivision, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof, as recorded in Volume 474, Page 487, R.P.R.D.C.T., also being in the east line of Charles Street;

THENCE North 01 degree 18 minutes 06 seconds East, with the east line of said Charles Street, a distance of 79.26 feet to a point for corner, same being the Southwest corner of Lot 2, in Block A, of Boomer Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof, as recorded in Cabinet X, Page 136, of the Plat Records of Denton County, Texas;

THENCE South 88 degrees 19 minutes 19 seconds East, with the south line of said Lot 2, a distance of 167.88 feet to a ½ inch iron rod found for corner;

THENCE South 01 degree 52 minutes 42 seconds East, a distance of 78.72 feet to a ½ inch iron rod with yellow cap stamped "Arthur Surveying Company" set for corner in the south line of Lot 12, in said block C;

THENCE North 88 degrees 33 minutes 05 seconds West, partially with the north line of said Lot 12, passing at a distance of 44.40 feet a ½ inch iron rod found for the common northerly corner of Lots 12 and 13, in said Block C, continuing on will course for a total distance of 172.24 feet to the POINT OF BEGINNING, and containing 0.3081 acre of land, more or less.

LEGEND:

I.R.S. - IRON ROD SET
I.R.F. - IRON ROD FOUND
FND. - FOUND
R.O.W. - RIGHT-OF-WAY
C.M. - CONTROL MONUMENT
P.O.B. - POINT OF BEGINNING
P.R.D.C.T. - PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T. - REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS

NOTES

1. The purpose of this exhibit is to show the boundary of a tract of land for a zoning settlement.
2. All iron rods found are ½ inch unless otherwise noted. All iron rods set are ½ inch with a yellow cap stamped "Arthur Surveying Company".
3. Bearings shown hereon are based on the west line of Lot 2, Block A, Boomer Addition, as recorded in Cabinet X, Page 136, P.R.D.C.T.

OWNER:
Ed and Julie Riegel
812 S. Charles Street
Lewisville, TX 75057

Arthur Surveying Co., Inc.
Professional Land Surveyors
(972) 221-9428 ~ Fax (972) 221-4975
320 Elm Street, Suite 200 ~ P.O. Box 94
Lewisville, Texas 75067 ~ TBPLS Firm No. 10002200
Established 1959
www.arthursurveying.com

DRAWN BY: JHS DATE: 04/21/2014 SCALE: 1"=20' CHECKED BY: EIA JOB NO.: 1604248

BOUNDARY EXHIBIT

Being 0.3081 Acres of land located in the
Eli Pickett Survey, Abstract Number 1014
an addition to the City of Lewisville,
Denton County, Texas

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: June 8, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Agriculture Open Space District (AO) to Medical District (MD), on an Approximately 2.592-Acre Tract of Land out of the Lou Burgeois Survey, Abstract No. 52, Located at the Southwest Corner of South Uecker Lane and Oakbend Drive at 2276 South Uecker Lane as Requested by The Gathering Vista Ridge, LLC on Behalf of Doyle Leon Atchley, the Property Owner (Case No. PZ-2016-05-15).**

BACKGROUND

This property is part of a large lot neighborhood consisting of 14 parcels ranging in size from just over 1-acre to 5-acres and situated along South Uecker Lane and East Uecker Lane. Homes in this neighborhood, which covers approximately 27 acres, were built in the 1960s and 1970s and still functions as a large lot neighborhood. The subject property is one residential lot in the neighborhood with a house and accessory buildings. The area is covered with mature native trees which makes it prudent to plan the area in a manner to save as many trees as possible.

Surrounding land uses and zoning are as follows:

North: Multi-family residential uses zoned Multi-Family 2 (MF2)
South: Single family residential use on large lot zoned AO
East: Single family residential on large lots and office
West: Oak Bend Park zoned Public Use (PU)

This neighborhood has been the subject of two previous zone change requests which have been denied or withdrawn either due to neighborhood opposition or the fragmented nature of the development not meeting the intent of the City's vision. Developers including this applicant and realtors have been advised of the lack of staff support for fragmented development.

ANALYSIS

The proposal is not a good fit for the area and does not adhere to any applicable zoning district. The applicant is proposing a duplex residential community targeted to seniors with 12 duplexes ranging in size from 800 square feet to 1,350 square feet. The request is for MD zoning primarily to avoid a more appropriate zoning district of Duplex (DU) or Townhouse (TH) which lend themselves to this type of development. This proposal cannot meet the requirements of DU or TH and still yield the same number of units. A similar project for seniors is under construction at Summit Avenue north of FM 1171 and is zoned TH.

The independent living facilities were included in the MD zoning district several years ago to accommodate assisted and independent senior living with 24 hour assistance, programs and accommodations on site. The accommodations include cafeteria for at least one meal a day, fitness facilities with organized classes for senior activities, some form of a regular health care visit by a nurse or doctor, hair dresser or personal care and ability to provide transportation needs of the residents. The applicant has not confirmed that these services will available on site. The provision of these services cannot be enforced within the applicant's concept since it is not a planned development.

This proposal is truly a duplex development without meeting the minimum development standards of the Duplex zoning district in terms of minimum lot size, setbacks and minimum dwelling unit size.

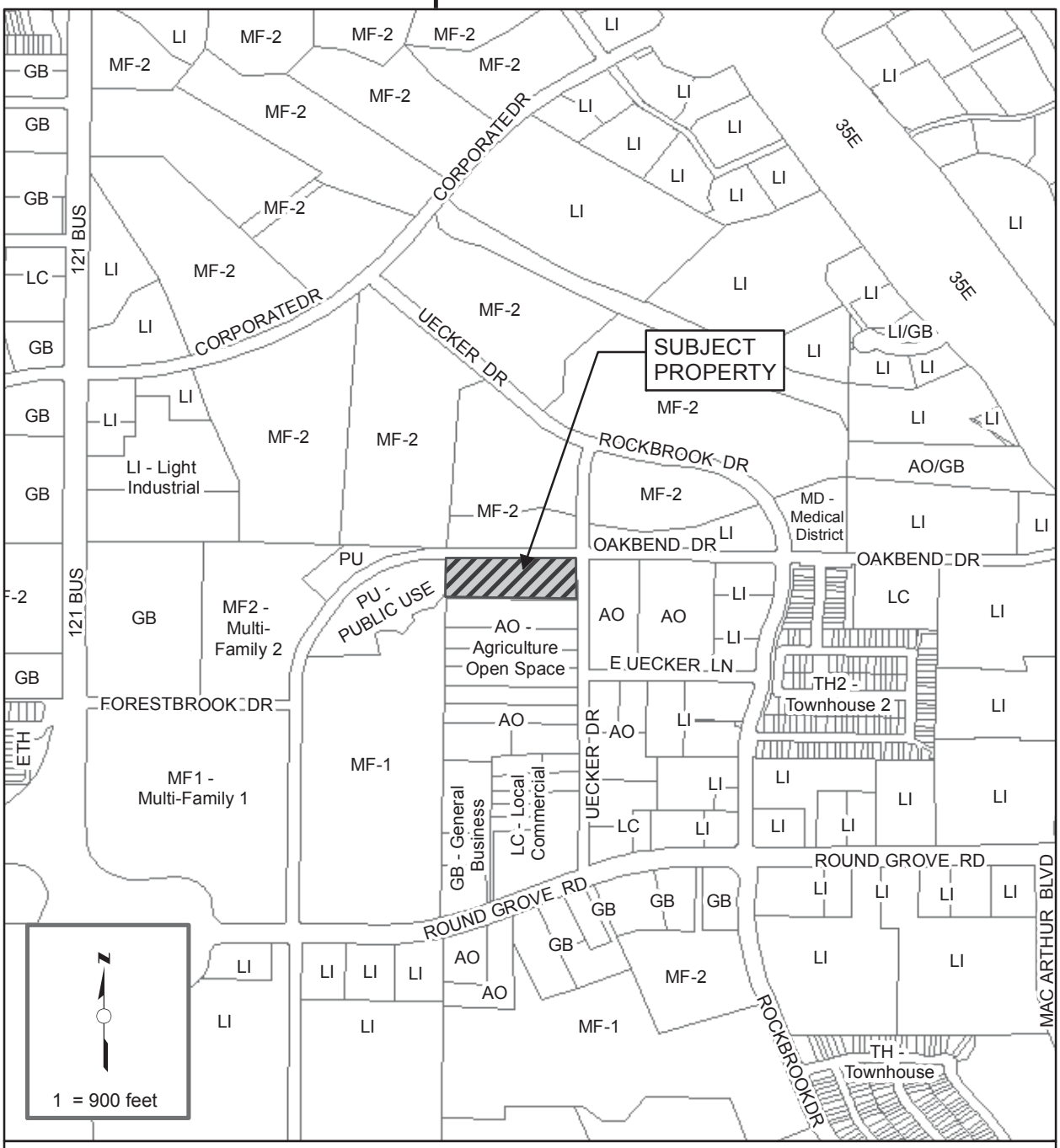
Staff has fundamental concerns with fragmented developments that could negatively impact the overall development plan of an area. This neighborhood has been intact for over 50 years and provides large lot living in an urban area which is very exceptional in Lewisville. The neighborhood could remain as is for a long time to meet the needs of residents desiring large lots in the heart of the Metroplex. A time will come when the property could be ripe for development either as an office, mixed use or a Planned Development residential project encompassing the entire 27 acres. The long range plan for the area is for all the properties to be combined into a cohesive development in order to take advantage of the strategic location close to the transportation arteries, retail and office developments and to protect the natural character of the area. City Council provided staff direction, at their last retreat in March of 2016, to start developing Special Area Plans in conjunction with a Community Character Manual to implement the Lewisville 2025 Plan in a systematic manner. This area will be a part of the overall Vista Ridge Mall Area Plan. The plan will define the overall character of the neighborhood, potential for new development, improvements to the existing infrastructure and the best fit to meet the 9 Big Moves in the 2025 Plan. Once a plan is developed, various pieces could proceed independently with the knowledge that all will finally complete the puzzle.

The proposal is a fragmented development, does not reflect the highest and best use of the land and is not consistent with the long range goals of the Lewisville 2025 Plan. The proposal would be far more appropriate in other locations within the City where it would serve more as an infill project that could be integrated into an existing neighborhood with a similar density and character. The Planning and Zoning Commission recommended unanimous approval (3-2) of the zone change request at their meeting of May 17, 2016. If the City Council wishes to overturn the Planning and Zoning Commission's recommendation of denial, a three-fourths (3/4) vote of all members of the City Council (5-0) would be required.

RECOMMENDATION

It is City staff's recommendation that the City Council deny the zone change request from Agriculture Open Space District (AO) to Medical District (MD) Zoning.

Location Map - 2276 S. Uecker Ln.



ZONING CASE NO.PZ-2016-05-15

APPLICANT NAME: THE GATHERING VISTA RIDGE LLC

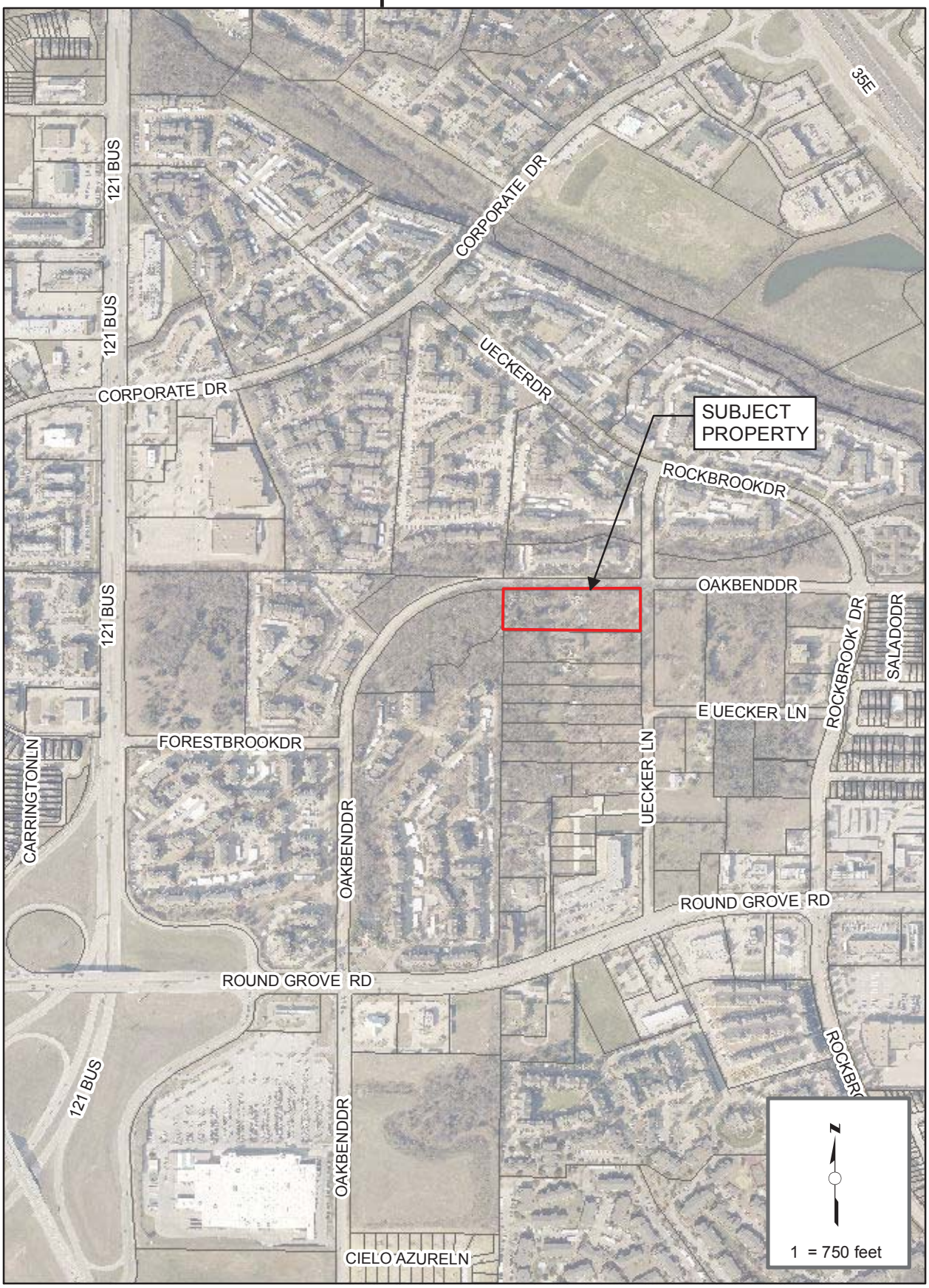
PROPERTY OWNER: DOYLE LEON ATCHLEY

PROPERTY LOCATION: 2276 S. UECKER LANE (2.592-ACRES)

CURRENT ZONING: AGRICULTURE OPEN SPACE (AO)

REQUESTED ZONING: MEDICAL DISTRICT (MD)

Location Map - 2276 S. Uecker Ln.



MINUTES
PLANNING AND ZONING COMMISSION
MAY 17, 2016

Item 1:

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 p.m. Members present: James Davis, John Lyng, Mary Ellen Miksa, Sean Kirk (arrived at 6:48 p.m. during item 5-A), and Alvin Turner. Members Kristin Green and Steve Byars were absent.

Staff members present: Richard Luedke, June Sin and Jeff Kelly

---

B. <u>Public Hearing:</u> Consideration of a Zone Change Request From Agriculture Open Space District (AO) to Medical District (MD); on an Approximately 2.592-Acre Tract of Land out of the Lou Burgeois Survey, Abstract No. 52, Located at the Southwest Corner of South Uecker Lane and Oakland Drive at 2276 South Uecker Lane as Requested by The Gathering Vista Ridge, LLC on Behalf of Doyle Leon Atchley, the Property Owner. (Case No. PZ-2016-05-15).

Staff gave a detailed presentation and explained that the fragmented nature of the proposed development does not meet the intent of the City's long-range plans. The proposal is not a good fit for the area and does not adhere to any applicable zoning district. The applicant is proposing a duplex residential community targeted to seniors. The request is for MD zoning; however, the proposal does not provide the typical accommodations associated with independent living facilities allowed in MD zoning. The proposal does not meet the requirements for more appropriate zoning districts such as the Duplex (DU) or Townhouse (TH) zoning districts.

Chairman James Davis asked if the proposed development would block access to the parcels to the south of the subject parcel. Staff explained that there is not public access to the southern parcels from Oakbend Drive. Access to the parcels south of the subject site is provided by an existing gravel private drive connecting to South Uecker Lane. The developer would be responsible for building half of the street along the eastern property line to provide access to the site. Member John Lyng asked what type of developments will be allowed if Medical District (MD) zoning was in place. Staff explained that hospitals, medical clinics and independent living and assisted living facilities would be allowed as long as all other zoning requirements for the MD zoning are met. Staff also explained that this neighborhood will be included as part of a small area plan for the Vista Ridge Mall area that will proceed in the near future. The process for this small area plan will include input from all stakeholders.

The public hearing was opened. Jack Rainwater, representing the developer, spoke in favor of the project. He indicated that the increased population of seniors would increase demand for senior housing options. Chip Tabor, the developer for the proposed project, also spoke in favor of the zone change. The following individuals spoke in favor of the proposal: Patsy Witmer, 2328 South Uecker Lane; John Wilson, 2316 South Uecker Lane; Ruetta Paris, former owner of 2262 South Uecker Lane; Rober Todd, 2274 South Uecker Lane and Karen Wilson, real estate broker for the subject property. The residents indicated that they did not want current zoning to limit future development opportunities and were concerned about the lack of utilities and paved streets in the area. There being no one else to speak, public hearing was closed.

John Lyng asked if the staff recommended any other sites. Staff replied that the applicant was given multiple suggestions as to where and what type of development would be more appropriate for his proposal. Chip Tabor explained that every site has both opportunities and challenges and he wanted to move forward with a project at this location at this time. Member Sean Kirk asked how much street improvement the applicant will be responsible for if this project moved forward. Staff answered that the applicant would either pay an escrow fee for half of South Uecker Lane or build half of the street section if access was needed. Member Mary Ellen Miksa asked about staff's recommendation for the future zoning of the area. Staff replied that planned development zoning for all or a large portion of the neighborhood would be most ideal in terms of efficient use of the land and providing certainty of how future development would be integrated across an assemblage of multiple parcels.

A motion was made by Sean Kirk to recommend denial of the zone change request, seconded by Alvin Turner. The motion passed (3-2), with Mary Ellen Miksa and John Lyng voting in opposition of the denial.

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

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

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

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

(c) *Area*.

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

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

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

SECTION 17-20. - "MD" MEDICAL DISTRICT REGULATIONS

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

(1) Day nursery or day care center.
(2) Nursing home or convalescent home.
(3) Assisted living or independent living units, limited to persons age 55 and above and including programs such as on-site meals, on-site doctor visits, medication management, organized fitness programs, housekeeping services, laundry services, craft and game programs, transportation to doctors and shopping, beauty and barber services, on-site entertainment and similar activities for senior citizens.
(4) Institution for care of alcoholic, narcotic, or psychiatric patients.
(5) Clinic: medical, dental or optical.
(6) Laboratory: medical, dental or optical.
(7) Laboratory: scientific research or testing.
(8) Retail sales and services for medical appliances.
(9) Florist.
(10) Drug store or pharmacy.
(11) Optical sales and service.
(12) Offices: medical, dental or optical.
(13) Hospital.
(14) Church worship facilities.
(15) Buildings and uses owned or operated by public governmental agencies.
(16) Uses similar to the above mentioned permitted uses, provided activities conducted observe the requirements of all city ordinances.
(17) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
(18) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, dust, noise, vibration or similar nuisance.
(19) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
(20) Gas and oil drilling accessory uses (SUP required).
(21) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
(22) Chapter 748 Operation (SUP required).

(b) *Height*. The maximum height for the main buildings shall not exceed one hundred (100) feet. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.

(c) *Area*.

(1) *Size of yards*.

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

b. *Side yard*. There shall be a minimum side yard of ten (10) feet on each side of the lot or tract on which any single building or building complex is constructed.

c. *Rear yard*. No rear yard is required except, that a rear yard of not less than twenty-five (25) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. The required rear yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device.

(2) *Reserved*.

RECEIVED APR 2 4

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

LEWISVILLE

ZONE CHANGE APPLICATION

Owner/s (name):	DOYLE LEON ATCHLEY
Company Name:	
Mailing Address:	2304 LOCH HAVEN DR PLANO TX 75023
Work #: 214 - 808 - 0966	Cell #:
E-Mail:	LEONATCHLEY15@YAHOO.com
Owner Signature	Date: 3-15-16
Printed Name:	DOYLE LEON ATCHLEY

Applicant/Agent (name):	
Company Name:	The Gathering Vista Ridge LLC
Mailing Address:	P.O. 376 Coppell
Work #:	Cell #:
E-Mail:	bhhlfm@gmail.com
Applicant/Agent Signature	Date: 3-14-16
Printed Name:	Chip Tabor

Current Zoning: Ag Open Requested Zoning: MD Acres: 2.5

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

Address/Location: 2274 Uncle Lane

Application and Sign Fees:

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

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

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

[illegible] the Planning & Zoning meeting date

Amount Due (application & sign fee)	$ 285.00

LEWISVILLE

Deep Roots Broad Wings Bright Future

REQUIRED:

Fully describe the plans for the property

Under MEDICAL District Zoning, Demolish the Existing Residential STRUCTURE AND Redevelop the 2.5 Acres site. Development WOULD Be for Age RESTRICTED Community Consisting of 12-14 Duplex Residential BUILDINGS (24-28) Living Units. Living units will range from 1-2 Bedroom, with 860-1400 Sq FEET. Use type is INDEPENDENT LIVING

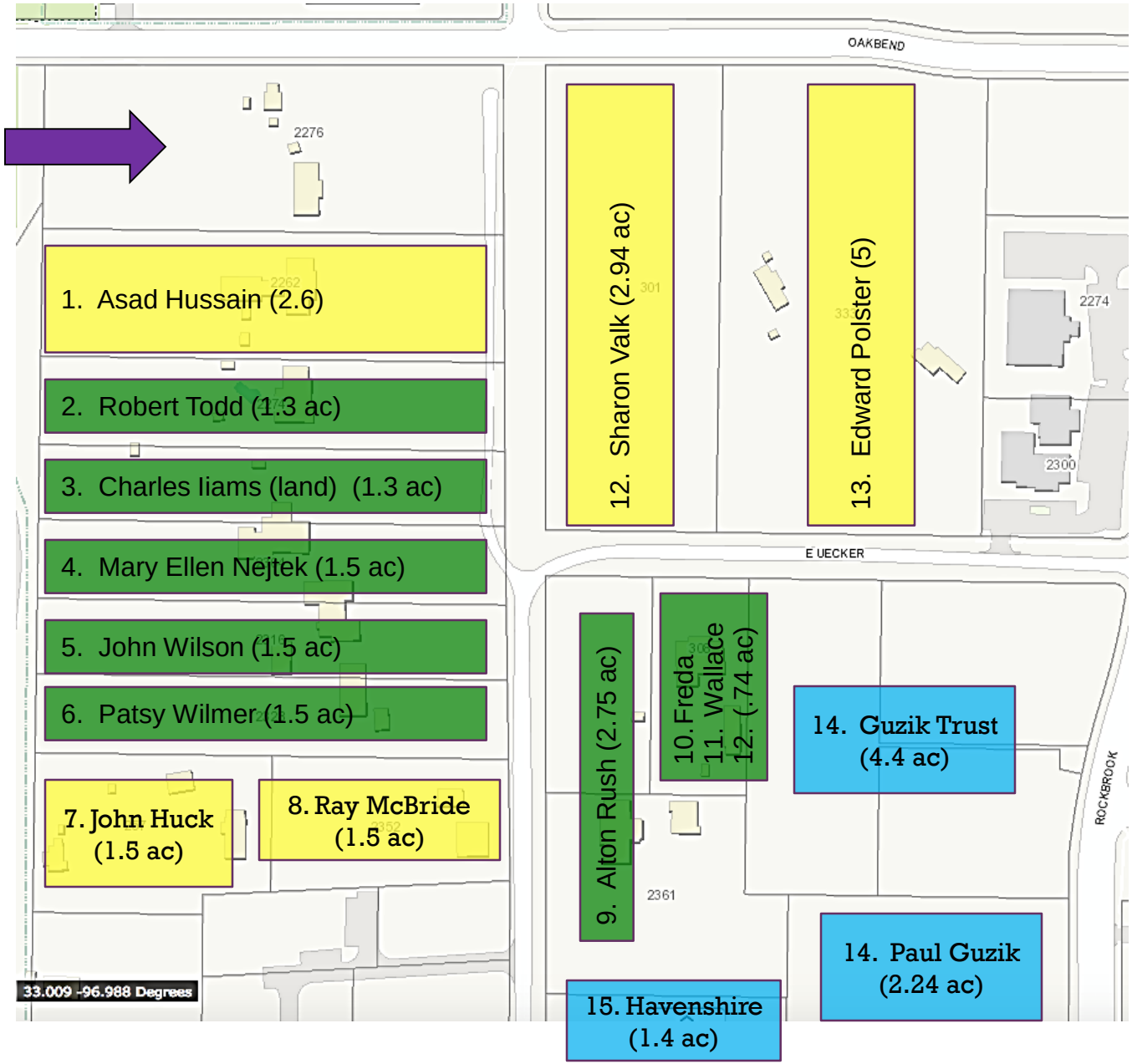
NOTE:

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

I support the request by Doyle Leon Atchley and Chip Tabor to rezone the property located at 2276 S Uecker Lane to Medical District to enable the redevelopment of the property for Independent Living.

	Name	Address	Date	Signature
1.	John Wilson	2316 S. Uecker Ln	4-24-16	[illegible]
2.	Dena Wilson	2316 S. Uecker Ln	4/24/16	D Wilson
3.	Larry Rose	Aubrey Tx	4-24-16	[illegible]
4.	Robert E. Todd	2274 S. Uecker		[illegible]
5.	Patsy Witmer	2328 S. Uecker		Patsy Witmer
6.	Charles Williams	2304 S. Uecker Ln		Charles Williams
7.	Alton / Jean Rush	2361 " "		[illegible]
8.	Rhetta Paris	1052 Stanford		Rhetta J Paris
9.	Joyce J. Rush	2361 S. Uecker Ln.		Joyce J. Rush
10.	Montrecia Williams	2304 S Uecker Ln		Montrecia Williams
11.	Theda Wallner	308 E. Uecker Lane	4/24/16	
12.	Leon Atchley	2276 S. Uecker	4/24/16	[illegible]
13				
14				
15				
16				

Uecker Land Ownership



Signed Form in Packet

No contact

Commercial

Richard Luedke <rluedke@cityoflewisville.com>

Support for Rezoning 2276 Uecker Lane

1 message

clarissa rivera[redacted] Sun, May 15, 2016 at 4:50 PM
To: "rluedke@cityoflewisville.com" <rluedke@cityoflewisville.com>

Dear Mr. Richard Luedke,

I want to support the rezoning of 2276 Uecker Lane to Medical District. Changing the zoning to Medical District will allow the development of a much needed Independent Living or Assisted Living for seniors. As a senior myself, I like the idea of more housing options for seniors.

Sincerely,

Clarissa Rivera
2973 Florence Way
Lewisville TX 75067

Richard Luedke <rluedke@cityoflewisville.com>

Fwd: Senior living Rezoning

1 message

[redacted] Sun, May 15, 2016 at 10:06 PM
To: rluedke@cityoflewisville.com

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone
-------- Original message --------
From: [redacted]
Date: 5/15/2016 10:04 PM (GMT-06:00)
To: rluedek@cityoflewisville.com
Subject: Fwd: Senior living Rezoning

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone
-------- Original message --------
From: [redacted]
Date: 5/15/2016 9:59 PM (GMT-06:00)
To: rluedke@cityofleeisville.com
Subject: Senior living Rezoning

With our parents living longer and more people my age taking care of their elderly parents I am in favor of rezoning 2276 Uecker Lane to medical area to enable the new independent living housing alternative for seniors. We so lack these type of facilities for our elderly community. Teresa McMillan, 215 Roma Drive Lewisville TX. 75067. 214.460.7305

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone

Richard Luedke <rluedke@cityoflewisville.com>

Senior living developments

1 message

Henry MACFARLAND[redacted] Mon, May 16, 2016 at 2:09 PM
To: rluedke@cityoflewisville.com

I'm familiar with the proposal for The Gathering...Vista Ridge and support for the rezoning of 2276 Uecker Lane to Medical District in order to enable the development of new Independent Living housing alternatives for seniors in Lewisville. Personally I'm myself a senior and after a career in healthcare management, I can testify to the need of quality facilities for the growing number of seniors in this area

--
Please note new email address.

Best wishes,

Henry Macfarland, FACHE
2980 Sicily Way
Lewisvilee, TX 75067
[redacted]

Richard Luedke <rluedke@cityoflewisville.com>

Rezoning for Senior Living

1 message

Terri Jones [redacted] Mon, May 16, 2016 at 2:38 PM
To: rluedke@cityoflewisville.com

I support the rezoning of 2276 Uecker Lane to Medical District to enable the development of new Independent Living housing alternatives for seniors.

Thank you for your consideration,

Terri Jones

202 Roma Dr., Lewisville, TX 75067

Richard Luedke <rluedke@cityoflewisville.com>

Re: Rezoning of 2276 Uecker Lane

1 message

Dick Smith [redacted] Mon, May 16, 2016 at 4:44 PM
To: Richard Luedke <rluedke@cityoflewisville.com>

Dear Mr Luedke,

I am a resident of Lewisville who also is a senior citizen (70 my last birthday). Through a neighbor we heard about the Independent Living homes for seniors that are proposed for 2276 Uecker Lane. The development plans really sound like an option that needs to be available for the senior residents of Lewisville. The location would be great.

The homes are apparently contingent on the rezoning of the property to Medical District. Being a senior citizen I am in total support of the rezoning. It will allow another resource for housing options for those of us who are seniors when we make the move to senior living.

I ask that you support the senior citizens of Lewisville by rezoning the property to Medical District.

Thank you in advance.

Dick Smith
186 Venice Trail
Lewisville, TX 75067
[redacted]

Richard Luedke <rluedke@cityoflewisville.com>

Rezoning of 2276 Uecker

1 message

Debbie Smith [redacted] Mon, May 16, 2016 at 5:00 PM
Reply-To: Debbie Smith [redacted]
To: "rluedke@cityoflewisville.com" <rluedke@cityoflewisville.com>

Dear Mr. Luedke,
I would like to go on record supporting the rezoning necessary for The Gathering Project as proposed for 2276 Uecker Lane. I think it would add to the mix of services/housing available in the City of Lewisville to the senior population now and in the future.
Please carefully consider approving this project.

Sincerely,

Debbie Smith
186 Venice Trail
Lewisville, TX 75067

Richard Luedke <rluedke@cityoflewisville.com>

Rezoning of 2276 Uecker Lane to Medical District

1 message

Jo Lynn Black [redacted] Tue, May 17, 2016 at 7:41 AM
To: rluedke@cityoflewisville.com

I support the rezoning of 2276 Uecker Lane to Medical District to enable the development of new Independent living housing alternatives for seniors.

Thank you
Jo Lynn Black
1152 Grove Dr
Lewisville, Tx 75077

LEWISVILLE

Deep Roots Broad Wings Bright Future

REQUIRED:

Fully describe the plans for the property

Under MEDICAL District Zoning, Demolish the Existing Residential STRUCTURE AND Redevelop the 2.5 Acres site. Development WOULD Be for Age RESTRICTED Community Consisting of 12-14 Duplex Residential BUILDINGS (24-28) Living Units. Living units will range from 1-2 Bedroom, with 860-1400 Sq FEET. Use type is INDEPENDENT LIVING

NOTE:

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

I support the request by Doyle Leon Atchley and Chip Tabor to rezone the property located at 2276 S Uecker Lane to Medical District to enable the redevelopment of the property for Independent Living.

	Name	Address	Date	Signature
1.	John Wilson	2316 S. Uecker Ln	4-24-16	[illegible]
2.	Dena Wilson	2316 S. Uecker Ln	4/24/16	D Wilson
3.	Larry Rose	Aubrey Tx	4-24-16	[illegible]
4.	Robert E. Todd	2274 S. Uecker		[illegible]
5.	Patsy Witmer	2328 S. Uecker		Patsy Witmer
6.	Charles Williams	2304 S. Uecker Ln		Charles Williams
7.	Alton / Jean Rush	2361 " "		[illegible]
8.	Rhetta Paris	1052 Stanford		Rhetta J Paris
9.	Joyce J. Rush	2361 S. Uecker Ln.		Joyce J. Rush
10.	Montrecia Williams	2304 S Uecker Ln		Montrecia Williams
11.	Theda Wallner	308 E. Uecker Lane	4/24/16	
12.	Leon Atchley	2276 S. Uecker	4/24/16	[illegible]
13				
14				
15				
16				

March 16, 2016

The Gathering… Vista Ridge: A Senior Adult Community

The Gathering is a community designed for senior adults (62+) who are experiencing the aging process and want to begin simplifying their lives while remaining independently engaged with friends and the community. At The Gathering, residents will share the community with other seniors and experience the following congregate support:

- Reside in an accessible designed cottage to meet the requirements of aging
- Have a single monthly payment that covers housing, some utilities, and the routine services (house cleaning, maintenance) of a typical residential home
- Participate as desired in organized health and fitness programs
- Access to monitoring and health services that meet their evolving daily needs
- Have a voice in developing shared services and activities with other residents

The cottages at The Gathering will feature:

- ~800-1350 Sq Foot homes built in a residential duplex design
- Open Living and Kitchen areas
- 1 or 2 Bedrooms with access to private, accessible bathroom facilities
- Single car garage with storage shelving
- Wide doors and hallways
- Countertops, cabinets, electrical access, etc. designed for the aging lifestyle

The Gathering will enable simplified senior living through:

- 1 price monthly budgeting for shelter, services, some utilities
- Scheduled and on-demand home maintenance.
- Personal support arranged for activities that typically become difficult as residents age
- Engagement with residents in activities, decision making, meals, volunteer work, etc
- Access to classes/experiential learning about topics chosen by the residents

April 25, 2016

To: Nika Reinecke
Richard Luedke
Re: Change to MD Zoning for the Property at 2276 Uecker Lane

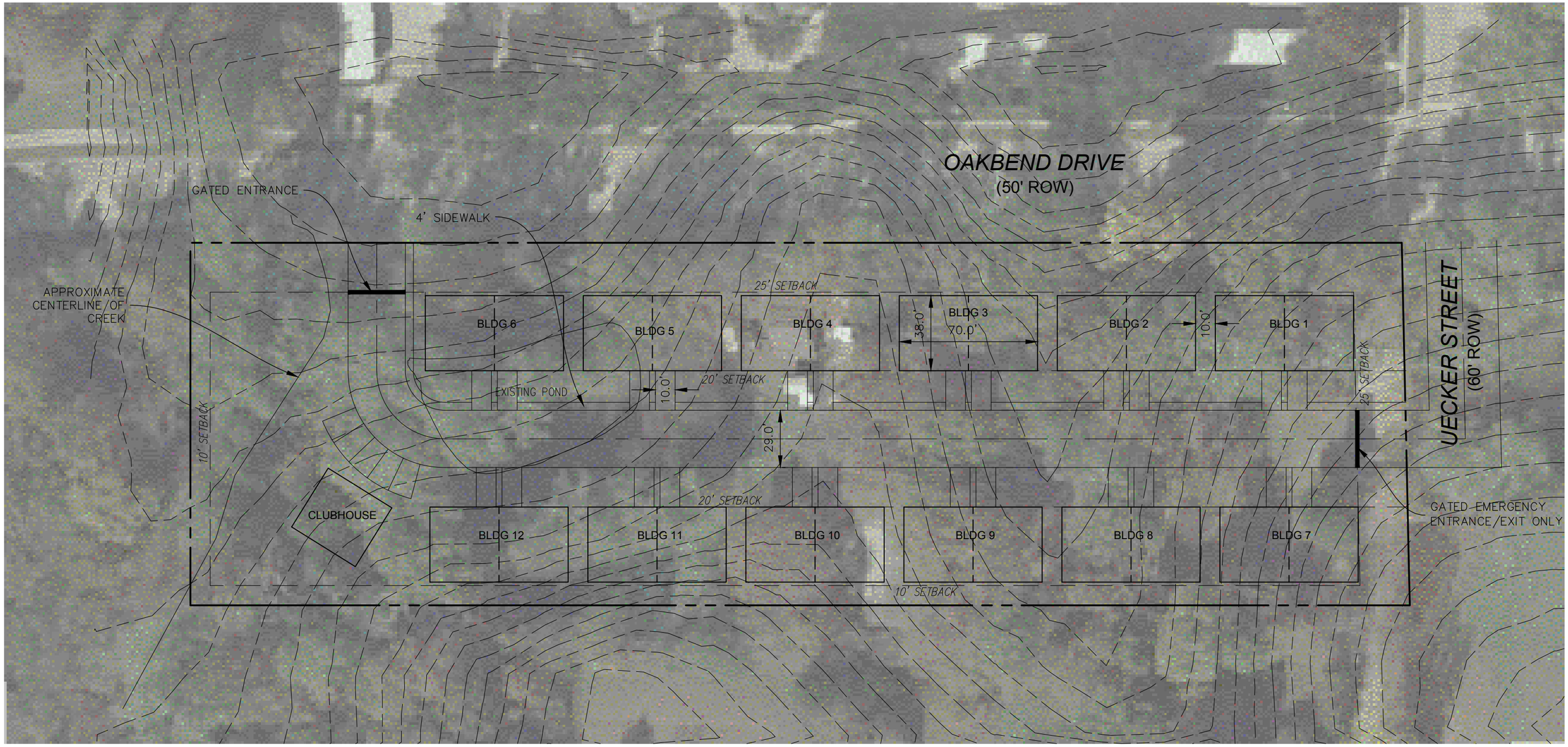
I appreciate the dialogue that we have had over the past 3 months regarding my Independent Living development plans for this property. I understand the City's desire to see that the few remaining larger blocks of land are developed in a cohesive manner. However, as a result of 2 meetings with residents on Uecker Lane there is no indication that all residents are ready to sell their properties and or sell at a price that allows the land to be cost effective for a developer. The residents have stated a willingness to support the zoning change that I am requesting and they are positive about the idea of senior living options being developed in that area. I included a copy in my application of the signature page from the most recent resident meeting. I have also talked to Dr Asad and he verbally supported the zoning change and development plan. I have asked for his signature as well. At this time I have not been able to contact Sharon Valk who owns the property on the east side of Uecker and south of Oakbend.

I have continued to research and tried to objectively think about this project from both of our perspectives. The following points cover some of my research:

1. The property in question is designated by the Lewisville 2025 Plan (adopted July 14, 2014) as "Thriving Neighborhood". The 2025 Plan specifically references the need to provide housing for empty-nesters seeking to downsize and retirees that desire age-restricted communities.
2. Active-adult communities are good transitional land uses in that they are a commercial use, but function as residential and would therefore be compatible with future assembly of adjacent land for either residential or office use.
3. The MD designation provides a much higher level of certainty regarding the property's future use, whereas Duplexes or Townhouse zoning allows for typical residential development without the stipulations for age restrictions and permitted uses. I believe that the planned use and planned services satisfies the Independent Living requirements defined in the City Zoning Ordinance for MD.
4. No one has been able to assemble a large block of land over the last 20 years in this area that was acceptable to the city or viable for the developer. Mandating a cohesive proposal leaves some of the aging property owners, who might need to sell, with no alternatives while a few of the "relatively" younger residents are not yet motivated to sell.

My plans are to continue to seek cost effective land purchases in this area for more Senior Living development. I look forward to gaining support from you and other members of city staff to get the ball rolling for new development in this area. We can have a focus on senior living and housing options that cannot be found in Lewisville or surrounding communities. Please let me know if this request will be on the May 17th Planning and Zoning agenda.

Chip Tabor



N

50 0 50 100 150 Feet

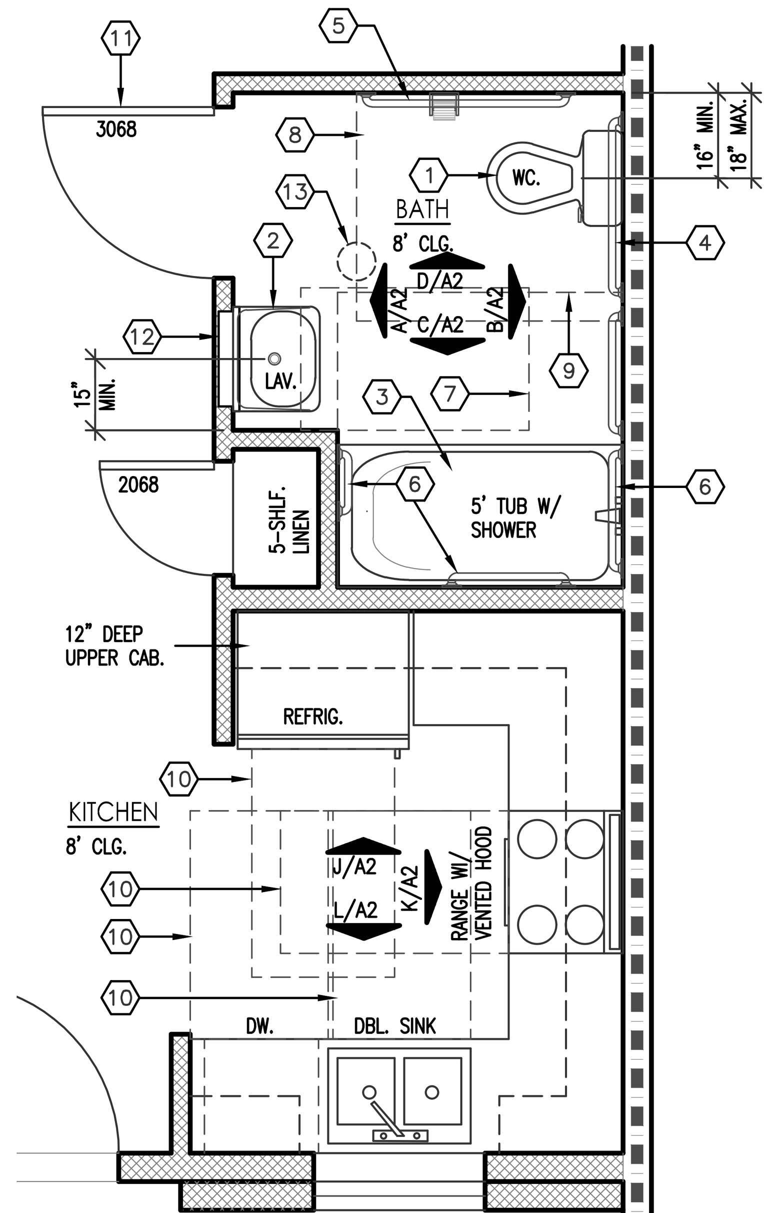
CONCEPT C
2.6 Acres

City of Lewisville
Denton County, Texas

SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE
TBPE Firm No. 1798 TBPLS Firm No. 10047700
www.gacon.com P:972.436.9712 (Lewisville) / 940.240.1012 (Argyle)

G&A Job No.16042 Date: March 28, 2016 By: RR
Z:\2016\16042\Drawings\Concept\20160328 CONCEPT C 16042.dwg

This concept plan is intended for conceptual developmental use and shall not be interpreted as an official or submitted document. All aerial and map images were attained from best available information. This plan is subject to change.

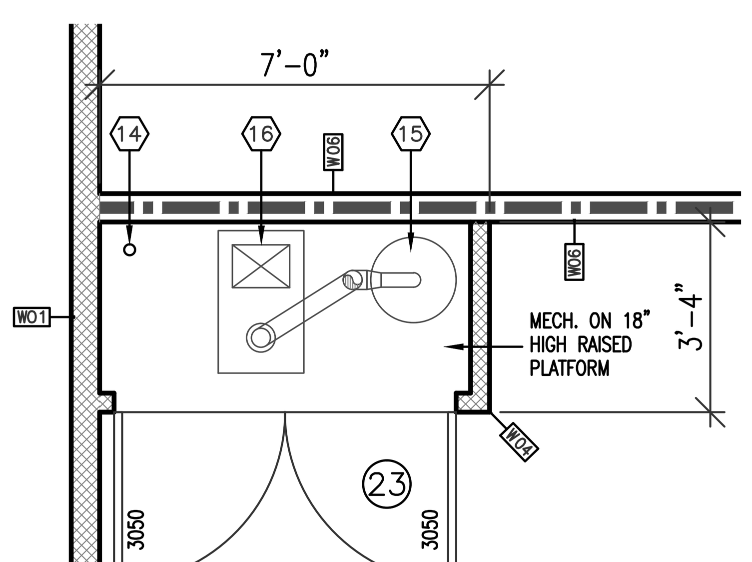


ONE BEDROOM TYPE "B" ACCESSIBLE KITCHEN/BATH

A — 3/8"= 1'-0"

GENERAL NOTES

1. G.C. TO PROVIDE SOLID BLOCKING IN WALLS FOR ALL GRAB BARS, WALL HUNG PLUMBING FIXTURES, MIRRORS AND OWNER SUPPLIED TOILET ACCESSORIES, BLOCKING TO WITHSTAND A FORCE OF 300 LBS. IN ANY DIRECTION AT ANY DIRECTION, G.C. TO INSTALLED ALL BACKING.
2. ALL TOILET ROOM ACCESSORIES TO BE SUPPLIED AND INSTALLED BY OWNER, U.N.O.
3. ALL LAVATORIES TO BE WALL MOUNTED, REF: MECHANICAL PLANS.
4. ALL WATER CLOSETS TO BE FLOOR-MOUNTED AND H.C. ACCESSIBLE, REF: MECHANICAL PLANS.
5. DIMENSION SHOWN AND CALLED OUT ARE MINIMUM DIMENSIONS FOR PLUMBING FIXTURES OR ACCESSORIES, REF: FLOOR PLAN FOR ACTUAL DIMENSIONS OF ROOMS.
6. FLOOR SURFACE TO BE PERM STABLE AND SLIP RESISTANT.
7. SEE DOOR SCHEDULE FOR DOOR SIZES AND DOOR HARDWARE.
8. SEE SHEET A-2.0 FOR BATHROOM AND KITCHEN WALL ELEVATIONS, ELEVATIONS ARE SHOWN TO CLARIFY FINISH AND ACCESSORY LOCATION ONLY. G.C. TO VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE OWNER REPRESENTATIVE.
9. REFER TO ROOM FINISH SCHEDULE FOR FLOOR AND WALL FINISHES.



NOTE: THIS MECH. ROOM PLAN TYPE AT APARTMENTS A1 UNIT, A7 UNIT AND A15 UNIT ONLY, REF: SITE PLAN FOR APARTMENT UNIT LOCATION.

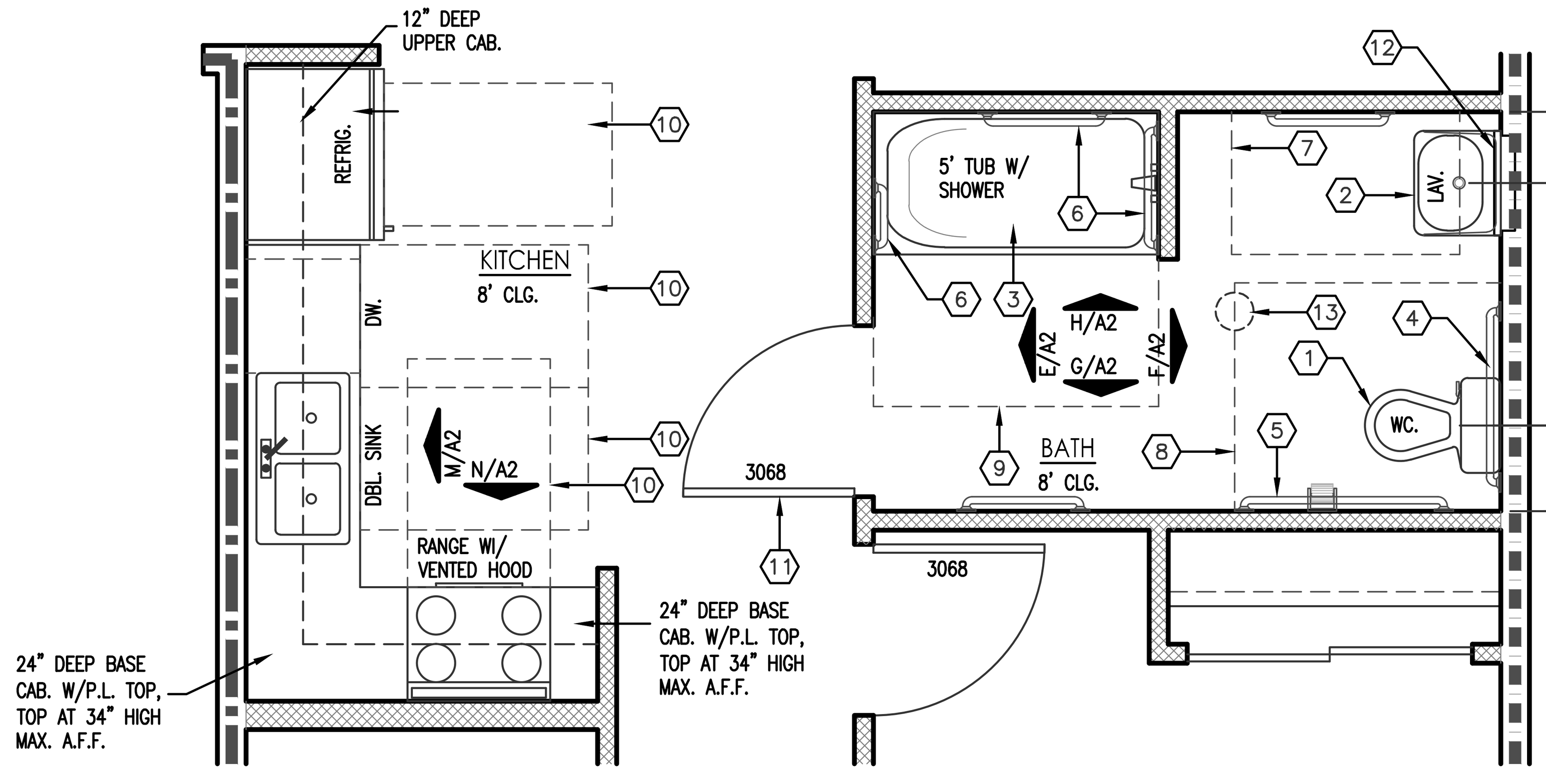
MECHANICAL/FIRE RISER ROOM FLOOR PLAN

C — 3/8"= 1'-0"

WALL TYPE KEY LEGEND

SEE SHEET A-0.0 FOR WALL PARTITION DETAILS

- WO1 — 2x6 EXTERIOR WALL STUD FRAMING AT 16" O.C. WITH R-19 BATT INSULATION, 5/8" GYP. BD. AT INTERIOR AND 7/16" OSB/PLY SHEATHING WITH 2 COAT STUCCO EXTERIOR FINISH. NOTE: THIS WALL TYPE TO BE USED AT WALLS THAT ARE NOT REQUIRED TO BE A ONE HOUR FIRE RATED WALL, REF: SITE PLAN FOR ONE FIRE RATED WALL LOCATIONS AND WALL TYPE WO2 FOR DETAILS.
- WO2 — INTERIOR 1-HOUR RATED WALL ASSEMBLY (2x6 STUDS) PER FILE NUMBER GA 3661 WITH FULL THICKNESS SOUND BATT INSULATION. NOTE: REF: SITE PLAN FOR ONE FIRE RATED WALL LOCATIONS.
- WO3 — 2x6 INTERIOR WALL STUD FRAMING AT 16" O.C. WITH FULL THICKNESS SOUND BATT INSULATION (TYPICAL) AND 5/8" GYP. BD. EACH SIDE.
- WO4 — 2x4 INTERIOR WALL STUD FRAMING AT 16" O.C. WITH FULL THICKNESS SOUND INSULATION WITH 5/8" GYP. BD. EACH SIDE.
- WO5 — 2x4 INTERIOR WALL STUD FRAMING AT 16" O.C. AND 5/8" GYP. BD. EACH SIDE.
- WO6 — INTERIOR 1-HOUR RATED WALL ASSEMBLY (2x6 STUDS) PER FILE NUMBER GA 3661 WITH FULL THICKNESS BATT INSULATION.



TWO BEDROOM TYPE "B" ACCESSIBLE KITCHEN/BATH

B — 3/8"= 1'-0"

KEYED NOTES

1. ACCESSIBLE FLOOR MOUNTED WATER CLOSET PER ICC/ANSI A117.1-2003 SECTION 1004.11.3.1.2, REF: MECHANICAL PLANS.
2. ACCESSIBLE WALL MOUNTED LAVATORY PER ICC/ANSI A117.1-2003 SECTION 1004.11.3.1.1 AND 305.3, REF: MECHANICAL PLANS.
3. 60"x30" BATHTUB, REF: MECHANICAL PLANS.
4. G.C. TO PROVIDE AND INSTALL 1 1/4" DIA. x 36"L HORIZONTAL S/S GRAB BAR AT WATER CLOSET PER ICC/ANSI A117.1-2003 SECTION 1004.11.2 AND 604.5, 607.4, 608.3 AND 608.4.
5. G.C. TO PROVIDE AND INSTALL 1 1/4" DIA. x 42"L HORIZONTAL S/S GRAB BAR AT WATER CLOSET PER ICC/ANSI A117.1-2003 SECTION 1004.11.2 AND 604.5, 607.4, 608.3 AND 608.4.
6. G.C. TO PROVIDE AND INSTALL GRAB BARS AT BATHTUB PER ICC/ANSI A117.1-2003 SECTION 104.11.2 AND 604.5, 607.4, 608.3 AND 608.4. (2- 1 1/4" DIA. x 48" AT BACK WALL OF TUB, 1- 1 1/4" DIA. x 24" AT CONTROL SIDE OF TUB AND 1- 1 1/4" DIA. x 12" LONG MIN. AT HEAD END OF TUB) REF: INTERIOR WALL ELEVATIONS.
7. 30"x48" CLEAR FLOOR SPACE AT AT LAVATORY PER ICC/ANSI A117.1-2003 SECTION 305.3.
8. 60"x56" CLEAR FLOOR SPACE AT WATER CLOSET PER ICC/ANSI A117.1-2003 SECTION 1004.11.3.1.2.3.
9. 30"x60" CLEAR FLOOR SPACE AT ACCESSIBLE TUB, PER ICC/ANSI A117.1-2003 SECTION 1004.11.3.1.3.1.
10. 30"x48" CLEAR FLOOR SPACE AT DISHWASHER, KITCHEN SINK, RANGE/OVEN AND REFRIGERATOR PER ICC/ANSI A-117.1-2003 SECTION 1004.12.2 AND 305.3 AND 1004.12.2.1 FOR KITCHEN AND EXCEPTION.
11. DOOR AT TOILET AND BATHING FACILITIES: PER ICC/ANSI A117.1-2003 SECTION 1004.11.1 DOORS SHALL NOT SWING INTO THE CLEAR FLOOR SPACE OF ANY FIXTURE.
12. RECESSED MEDICINE CABINET BY G.C. INSTALLED BY G.C. NOTE: AT RATED WALL; LINE RECESSED OPENING WITH 5/8" TYPE "X" GYP. BD. AT BACK, SIDES, TOP AND BOTTOM OF RECESSED OPENING TO MAINTAIN ONE HOUR FIRE RATING AT EXTERIOR WALL.
13. 8" DIA. SOLAR SKYLIGHT TUBE, INSTALL 4'-6" MIN. FROM APARTMENT PARTY WALL.
14. 2 1/ 2" DIA. FIRE RISER LINE, REF: SITE UTILITY PLANS AND FIRE PROTECTION PLANS (FIRE PROTECTION PLANS BY SEPARATE PERMIT).
15. GAS FIRED WATER HEATER WITH INSULATED COVER, REF: MECHANICAL PLANS.
16. GAS FIRED FORCED AIR UNIT (F.A.U.), REF: MECHANICAL PLANS.
17. WALL MOUNTED FIRE EXTINGUISHER (2A-10-BC), TYPICAL.

I.B.C. SECTION 1107 DWELLING UNITS

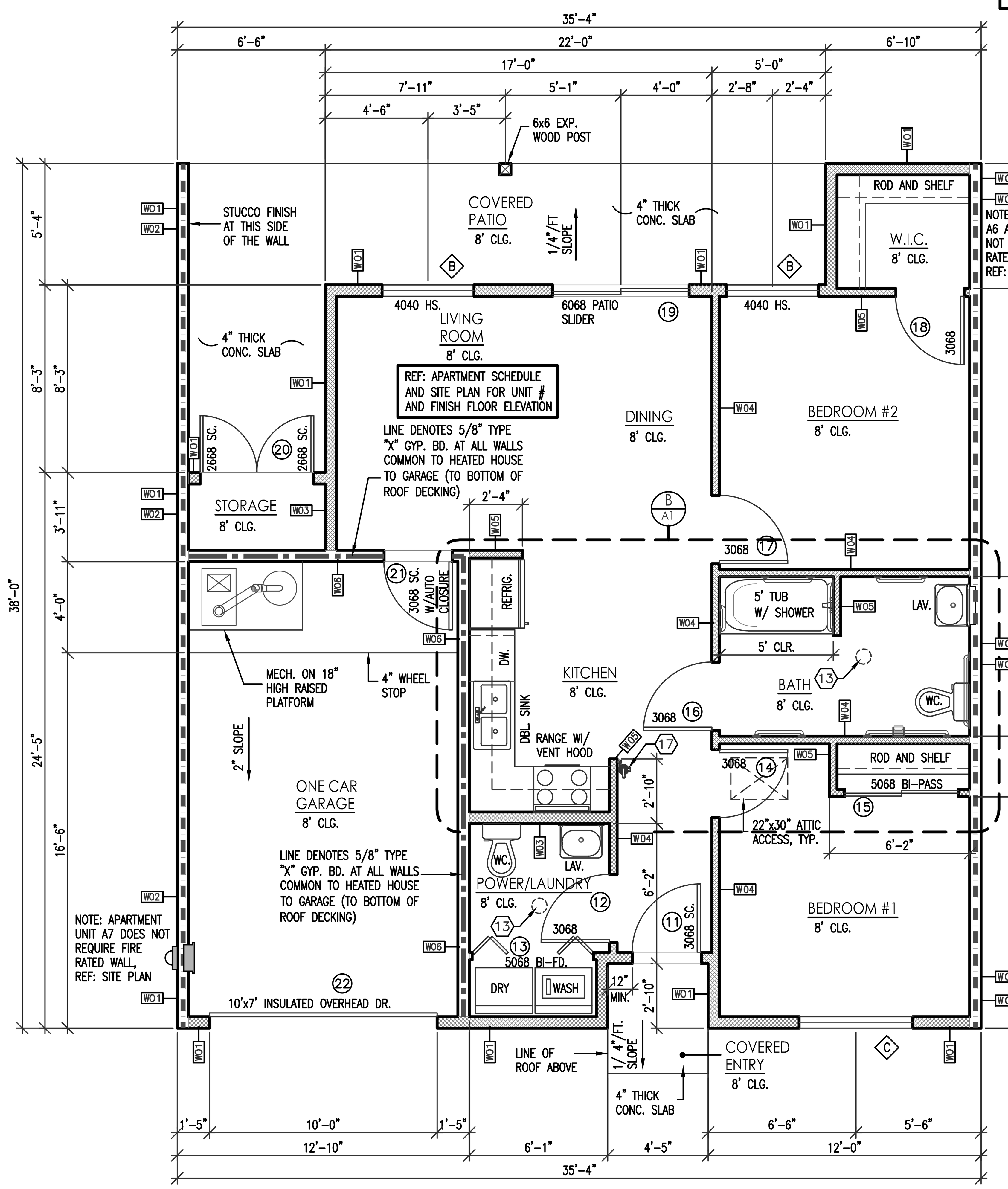
1107.6.2.1.1 TYPE A UNITS. IN GROUP R-2 OCCUPANCIES CONTAINING MORE THAN 20 DWELLING UNIT OR SLEEPING UNITS, AT LEAST 2 PERCENT BUT NOT LESS THAN ONE OF THE UNITS SHALL BE A TYPE A UNIT. ALL TYPE R-2 UNITS ON A SITE SHALL BE CONSIDERED TO DETERMINE THE TOTAL NUMBER OF UNITS AND THE REQUIRED NUMBER OF TYPE A UNITS. TYPE A UNITS SHALL BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.

NOTE: 17 TOTAL R-2 DWELLING UNITS ON SITE, NO R-2 UNITS ARE REQUIRED TO BE A TYPE A UNITS.
NOTE: ALL 17 R-2 DWELLING UNITS ON SITE TO BE A TYPE B UNITS.

1107.6.2.1.2 TYPE B UNITS. WHERE THERE ARE FOUR OR MORE DWELLING UNITS OR SLEEPING UNITS INTENDED TO BE OCCUPIED AS A RESIDENCE IN A SINGLE STRUCTURE, EVERY DWELLING UNIT AND SLEEPING UNIT INTENDED TO BE OCCUPIED AS A RESIDENCE SHALL BE A TYPE B UNIT.

APARTMENT SCHEDULE

BUILDING "A" REF: SITE PLAN FOR LOCATION			
UNIT #	BEDROOM #	FINISH FLOOR ELEVATION	TOTAL UNDER ROOF AREA
UNIT A1	1 BDRM APARTMENT	28.47'	1,072 S.F.
UNIT A2	2 BDRM APARTMENT	28.61'	1,351 S.F.
UNIT A3	1 BDRM APARTMENT	28.78'	1,072 S.F.
UNIT A4	2 BDRM APARTMENT	28.92'	1,351 S.F.
UNIT A5	1 BDRM APARTMENT	29.09'	1,072 S.F.
UNIT A6	2 BDRM APARTMENT	29.23'	1,351 S.F.
TOTAL BUILDING "A" AREA			7,269 S.F.
BUILDING "B" REF: SITE PLAN FOR LOCATION			
UNIT #	BEDROOM #	FINISH FLOOR ELEVATION	
UNIT A7	2 BDRM APARTMENT	29.42'	1,351 S.F.
UNIT A8	1 BDRM APARTMENT	29.28'	1,072 S.F.
UNIT A9	2 BDRM APARTMENT	29.09'	1,351 S.F.
UNIT A10	1 BDRM APARTMENT	28.95'	1,072 S.F.
UNIT A11	2 BDRM APARTMENT	28.77'	1,351 S.F.
UNIT A12	1 BDRM APARTMENT	28.65'	1,072 S.F.
UNIT A13	2 BDRM APARTMENT	28.50'	1,351 S.F.
TOTAL BUILDING "B" AREA			8,620 S.F.
BUILDING "C" REF: SITE PLAN FOR LOCATION			
UNIT #	BEDROOM #	FINISH FLOOR ELEVATION	
UNIT A14	1 BDRM APARTMENT	28.47'	1,072 S.F.
UNIT A15	2 BDRM APARTMENT	28.40'	1,351 S.F.
UNIT A16	1 BDRM APARTMENT	28.19'	1,072 S.F.
UNIT A17	2 BDRM APARTMENT	27.75'	1,351 S.F.
TOTAL BUILDING "C" AREA			4,846 S.F.
TOTAL BUILDING "A", "B" AND "C" UNDER ROOF AREA			20,735 S.F.



TWO BEDROOM FLOOR PLAN

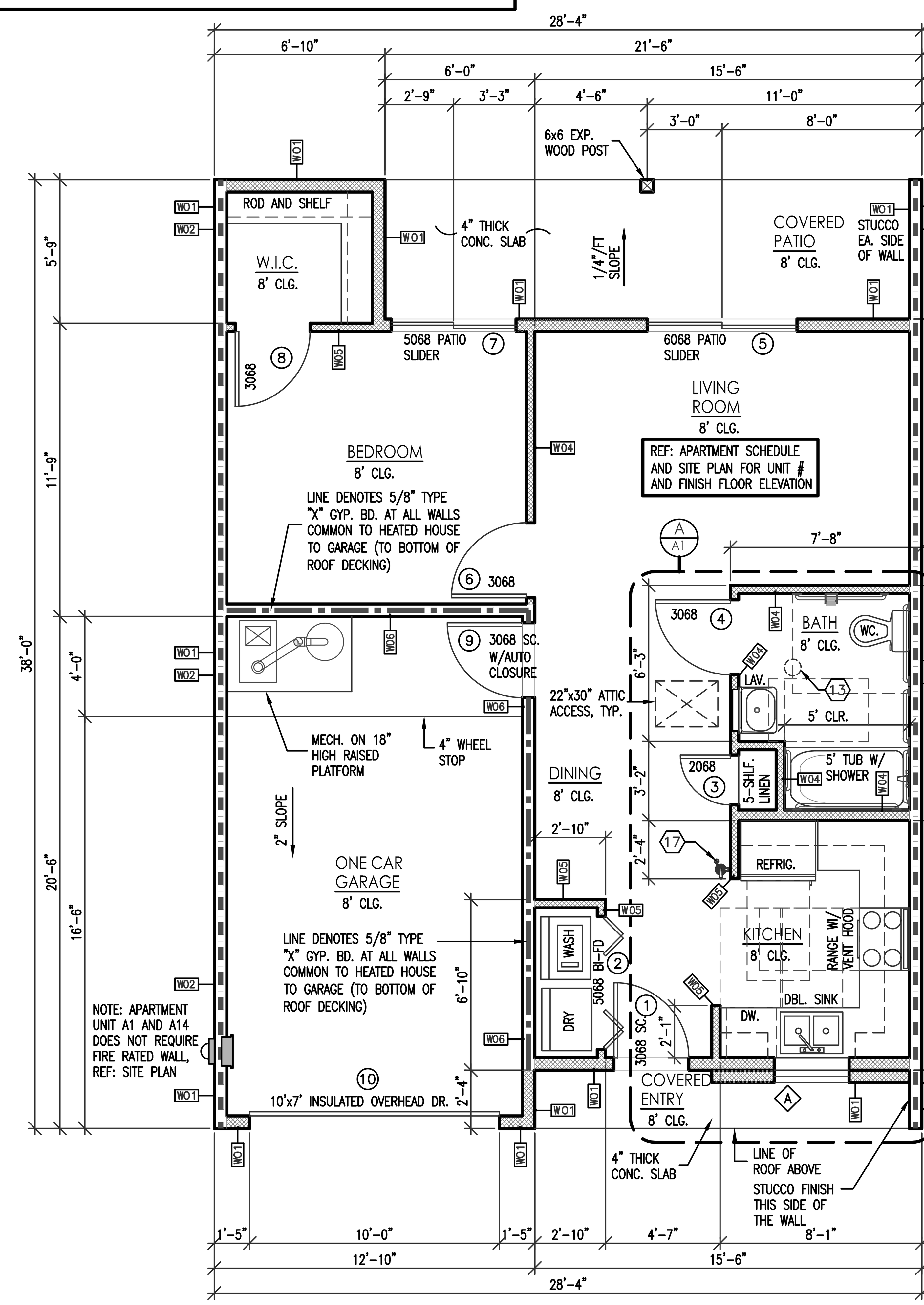
2 — 1/4"= 1'-0"

ONE BEDROOM APARTMENT AREAS

HEATED AREA:	846 S.F.
GARAGE AREA:	253 S.F.
STORAGE AREA:	25 S.F.
COVERED AREA:	227 S.F.
TOTAL UNDER ROOF AREA:	1,351 S.F.

WALL TYPE LEGEND

- 1 HOUR FIRE-RATED WALL ASSEMBLY, REF: WALL TYPE PLAN AND KEY LEGEND
- 1 HOUR FIRE-RATED WALL ASSEMBLY, REF: WALL TYPE PLAN AND KEY LEGEND
- 2x6 (D.F.#2 OR EQ.) WOOD STUD WALL, REF: WALL TYPE PLAN AND KEY SCHEDULE
- 2x4 (D.F.#2 OR EQ.) WOOD STUDS, REF: WALL TYPE PLAN AND KEY SCHEDULE ON SHEET A-1.1.



ONE BEDROOM FLOOR PLAN

1 — 1/4"= 1'-0"

ONE BEDROOM APARTMENT AREAS

HEATED AREA:	666 S.F.
GARAGE AREA:	254 S.F.
COVERED AREA:	152 S.F.
TOTAL UNDER ROOF AREA:	1,072 S.F.

BEEHIVES EDGEWOOD APARTMENTS
ONE AND TWO BEDROOM FLOOR PLANS AND NOTES
EDGEWOOD, NEW MEXICO

PROJECT #1453

REVISION DATE

STATE OF NEW MEXICO — RICHARD P. BENNETT — No. 1240 — 05/08/2015 — REGISTERED ARCHITECT

RBA
ARCHITECTURE PLANNING DESIGN
1104 Park Ave. SW
Albuquerque, NM 87102
P(505)242-1859 F(505)242-6630
www.rba81.com

DATE 04-13-2015

SHEET NUMBER A-1.0

PAUL F. WIENESKIE
Attorney at Law
Bailey & Galyen
1300 Summit Ave., Ste 650
Fort Worth, TX 76102
Ph. 817-417-9660
paulw@galyen.com
BOARD CERTIFIED, CIVIL APPELLATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

June 8, 2016

Ms. Donna Barron
City Manager
City of Lewisville
P.O. Box 299002
Lewisville, Texas 75029-9002

Re: Proposed rezoning of Atchley property located at 2276 Uecker

Dear Ms. Barron,

I have been retained by Mr. Leon Atchley to assist him in his efforts to have his property rezoned to the "MD" zoning classification.

Mr. Atchley first requested that this property be rezoned to facilitate a sale of the property back in 1995. At that time he requested a change to MF-2 for an apartment developer who was under contract to buy the property for an apartment development. The minutes of the January 3, 1995 Planning and Zoning Commission meeting at which this request was considered reflect that city staff opposed the request. Specifically, staff objected to "piece-meal development" in the area and expressed a desire "parcels be assembled for a viable immediate use rather than speculation." Commission members expressed concern with the lack of a comprehensive development plan for the area. Staff confirmed that the requested zoning was compatible with the surrounding area, and that the Atchley's neighborhood would be suitable for either commercial or multi-family uses.

The 1995 rezoning request was ultimately denied by the City, and Mr. Atchley lost that potential sale.

Now, over two decades later, Mr. Atchley again has a sales contract with a willing buyer, who wishes to have the property rezoned to the "MD" zoning classification, to facilitate independent living for persons over age 55, as provided under the "MD" classification. The staff report presented to the Planning and Zoning Commission restated the same objections to "fragmented development" raised by city staff 21 years ago, and the continuing desire to combine all properties in the neighborhood in a cohesive development. This concern is particularly misplaced with respect to the Atchley tract, as it is located on an outer corner of the neighborhood, and the City has approved zoning changes for other lots on the periphery of the subdivision to allow commercial developments.

Moreover, the City has never come up with a comprehensive development plan for this neighborhood.

The buyer has met with neighborhood residents on two occasions to discuss the project and answer questions. The neighbors responded by signing a petition in support of the project and by attending the P&Z meeting and speaking in support of it. Nobody spoke in opposition. In fact, two of the Commissioners voted in favor of the rezoning request, and the Chairman questioned whether changing the zoning on this perimeter lot would have any effect on any future efforts to combine the remaining lots for development.

Mr. Atchley has worked independently all of his adult life. He does not have a 401k or any other stock market-based retirement investment program. Instead, he invested his savings into his property at 2276 Uecker in Lewisville, with the intention of eventually selling this property for the highest price possible to fund his retirement. A sale for continued single-family residential use will not generate a fraction of the price that he now has locked up in his sales contract. The city's continuing refusal to allow his property to be rezoned to allow the requested uses is completely frustrating Mr. Atchley's reasonable, investment-backed expectations for his property. At some point this intransigence rises to the level of a regulatory or other taking of a substantial portion of the property's value, giving rise to an inverse condemnation action under Article 1, Section 17 of the Texas Constitution.

Mr. Atchley has been a good neighbor in Lewisville for many decades. Legal action is not his preferred route to retirement. We therefore urge the City staff and City Council to re-evaluate their positions on this request, and to rezone this property to allow it's sale under the existing contract.

We would appreciate it greatly if you would distribute this letter to the Mayor and Councilmen in advance of the June 20, 2016 City Council meeting, or at least include it with their agenda packets.

Please feel free to contact me to discuss this matter.

Sincerely,

Paul F. Wieneskie

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING AN APPROXIMATELY 2.592-ACRE TRACT OF LAND OUT OF THE LOU BURGEOIS SURVEY, ABSTRACT NO. 52, LOCATED AT THE SOUTHWEST CORNER OF SOUTH UECKER LANE AND OAKBEND DRIVE AT 2276 SOUTH UECKER LANE; FROM AGRICULTURE-OPEN SPACE DISTRICT (AO) ZONING TO MEDICAL DISTRICT (MD) 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 2.592-acre property described in the attached Exhibit "A" (the "Property") be **denied**, 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 **MEDICAL DISTRICT (MD) ZONING**.

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

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

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

SECTION 5. This Ordinance shall be cumulative of all other ordinances of the City of Lewisville, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances,

except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this Ordinance.

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 20TH DAY OF JUNE, 2016.

APPROVED:

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

_____
Lizbeth Plaster, CITY ATTORNEY

Exhibit A
Legal Description

EXHIBIT A

LEGAL DESCRIPTION (March 24, 2016)

BEING A 2.592 ACRE TRACT OUT OF THE LOU BURGEOIS SURVEY, ABST. NO. 52, IN THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT CONVEYED TO DOYLE LEON ATCHLEY ET UX BETTY JO ATCHLEY, AS RECORDED IN/UNDER VOL. 896, PAGE 397, DEED RECORDS, DENTON COUNTY, TEXAS (DRDCT}, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, BEING IN THE EAST LINE OF LOT 2, BLOCK A, JEFFERSON AT ROUND GROVE ADDITION, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN/UNDER CAB. K, SL. 190, PLAT RECORDS, DENTON COUNTY, TEXAS (PRDCT}, BEING IN THE SOUTH LINE OF OAKBEND DRIVE, A 50 FOOT RIGHT-OF-WAY;

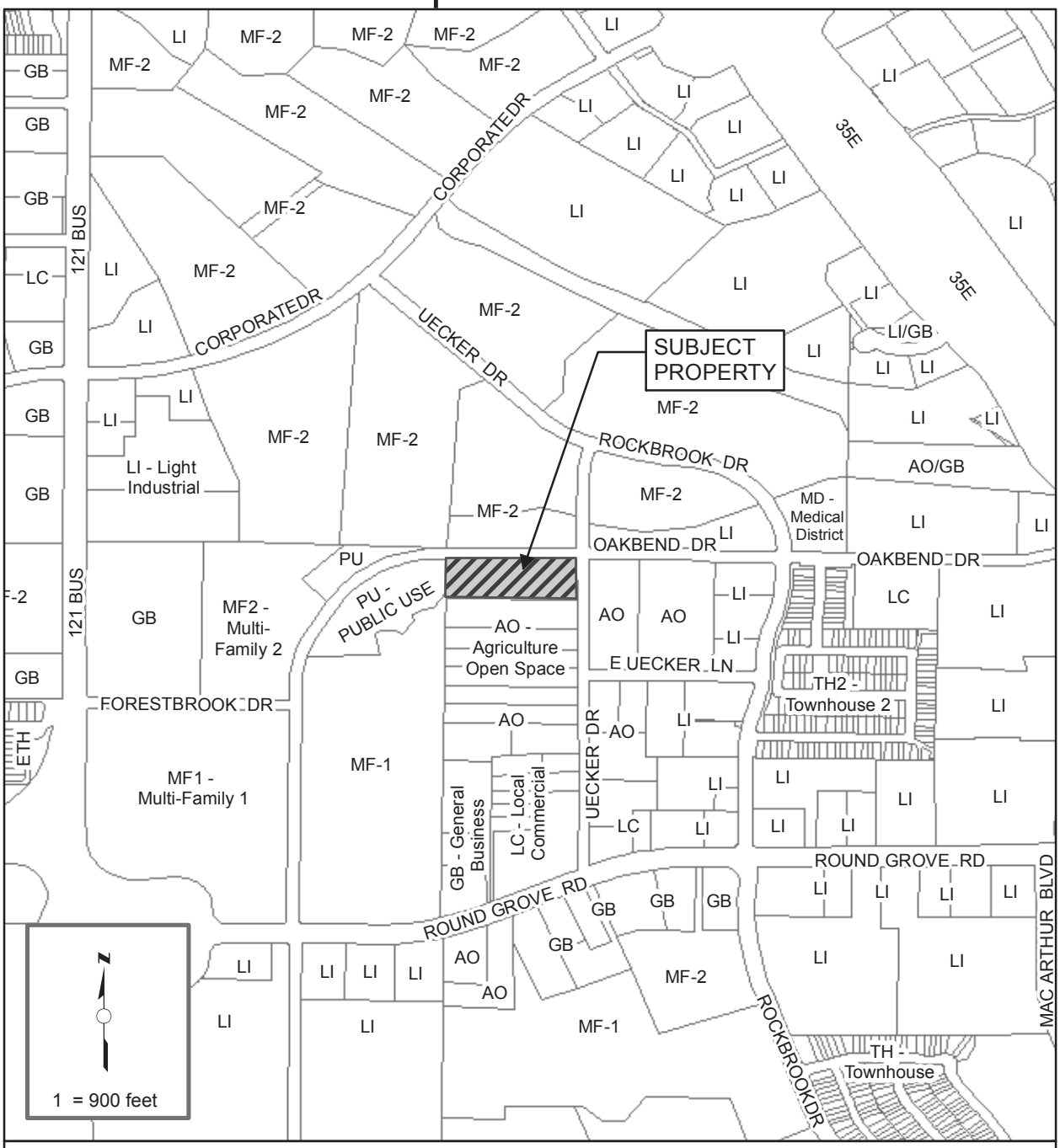
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, WITH THE SOUTH LINE OF SAID OAKBEND DRIVE AND THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 613.26 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED B&D SURVEYING SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING IN THE WEST LINE OF UECKER STREET, A VARIABLE WIDTH FOOT RIGHT-OF-WAY, FROM WHENCE A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE AFOREMENTIONED ATCHLEY TRACT, BEARING N 90°00'00"E, AT A DISTANCE OF 12.84 FEET;

THENCE DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID OAKBEND DRIVE, SOUTH 01 DEGREES 15 MINUTES 35 SECONDS EAST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID UECKER STREET AND WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 183.54 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED B&D SURVEYING SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING IN THE SOUTH LINE OF SAID ATCHLEY TRACT AND THE NORTH LINE OF THAT TRACT CONVEYED TO ASADULLAH HUSSAIN AND TAZEEN BOKHARI, AS RECORDED IN/UNDER INSTR. NO. 2015-72027, DEED RECORDS, DENTON COUNTY, TEXAS (DRDCT};

THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID UECKER STREET, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, WITH THE NORTH LINE OF SAID HUSSAIN AND BOKHARI TRACT AND WITH THE SOUTH LINE OF SAID ATCHLEY TRACT, ALSO BEING THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 617.29 FEET TO A 1/2 INCH IRON ROD WITH RED CAP MARKED B&D SURVEYING SET FOR THE NORTHWEST CORNER OF SAID HUSSAIN AND BOKHARI TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, BEING IN THE EAST LINE OF LOT 1 OF THE AFOREMENTIONED BLOCK A;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, WITH THE EAST LINE OF SAID BLOCK A AND WITH THE WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 183.50 FEET TO THE POINT OF BEGINNING, CONTAINING 2.592 ACRES OR 112,903 SQUARE FEET OF LAND, PLUS OR MINUS.

Location Map - 2276 S. Uecker Ln.



ZONING CASE NO.PZ-2016-05-15

APPLICANT NAME: THE GATHERING VISTA RIDGE LLC

PROPERTY OWNER: DOYLE LEON ATCHLEY

PROPERTY LOCATION: 2276 S. UECKER LANE (2.592-ACRES)

CURRENT ZONING: AGRICULTURE OPEN SPACE (AO)

REQUESTED ZONING: MEDICAL DISTRICT (MD)

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: June 20, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Establishing Reinvestment Zone Number Thirty-Seven (37) for Mary Kay, Inc., Being a 26.6048 Acre Tract of Land in the Campbell Ranch Block A, Lot 3, located at Denton Tap Road and Vista Ridge Mall Drive, in the City of Lewisville, Denton County, Texas; Consideration of a Resolution Providing the Terms and Conditions of a Tax Abatement Agreement By and Among the City of Lewisville, Texas, and Mary Kay, Inc.; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

Since August of 2015, staff has been working with Mary Kay Inc. to relocate their manufacturing, research and development (R&D) facility, currently located in Dallas, to Lewisville. The site of their new state-of-the-art global facility will be located on a 26.6048-acre tract in the Campbell Ranch block off of Denton Tap Road and Vista Ridge Mall Drive. The company is projected to invest over $100 million dollars in land purchase, construction, business personal property and inventory. The new 330,000 square feet facility in Lewisville will relocate 500 employees from Dallas to Lewisville. As part of their Economic Development incentive package, the City Council would need to establish Reinvestment Zone 37 and approve a tax abatement agreement.

In addition, the construction of a new state-of-the-art global manufacturing, research and development facility will attract and retain highly-educated and top quality talent. With a focus on sustainability and environmental responsibility, the new facility will use 100% renewable energy and has achieved zero landfill site status.

Reinvestment Zone and Tax Abatement Process:

1. Each taxing unit that wants to consider tax abatement proposals must adopt an ordinance creating a reinvestment zone

2. Each taxing unit that wants to consider tax abatements must also adopt a resolution indicating its intent to participate in tax abatement. The resolution must be adopted at an open meeting by a majority vote of the taxing unit's governing body

3. A public hearing must be held on the creation of the reinvestment zone. The governing body must find that the improvements sought are feasible and would benefit the zone after the expiration of the agreement, and the zone meets one of the applicable criteria for reinvestment zones

4. After the hearing has taken place and the ordinance and resolution have been adopted, the taxing unit may, by official action, designate a reinvestment zone

5. After the designation of the reinvestment zone, the governing body of a taxing unit may enter into a tax abatement agreement

ANALYSIS

Staff has conducted a cost-benefit analysis and consulted with the City Council regarding the economic impact of this project. Given the economic indicators provided, it was determined that the project warrants a 10-year agreement for abatement, rebate or grant equal to 90% of the real, business personal property and inventory taxes. The company must construct and occupy a minimum of 330,000 square feet of manufacturing, research and development facility. In addition, the company will invest and commit to the following terms outlined in the tax abatement agreement.

Land purchase and construction:	$44.2 million
Business Personal Property:	$30.8 million

RECOMMENDATION

That the City Council approve the ordinance establishing the Reinvestment Zone and the resolution; and authorize the City Manager to execute the agreement as set forth in the caption above.

MARY KAY

May 4, 2016

Ms. Donna Barron
City Manager
City of Lewisville
151 W. Church Street
Lewisville, TX 75029-9002

Dear Donna,

It was such a pleasure to meet with you here at the Mary Kay Building recently. I so appreciate you, Claire and Nika taking time from your busy schedules to see us here in person.

As you know, Mary Kay Ash founded our Company more than 50 years ago on the principle of The Golden Rule – treat others as you would like to be treated. She emphasized the importance of making a difference. That's why we are committed to changing the lives of women and children around the world. In fact, Mary Kay Inc. is committed to being *the* corporate leader in the United States in the effort to prevent and end domestic violence. It's part of the Mary Kay heritage, and we are honored to continue Mary Kay Ash's legacy of giving back.

Thank you for bringing to our attention some of the exciting activities taking place in Lewisville. There seem to be some distinct synergies that align with your work in the city and Mary Kay's corporate social responsibility strategy. Specifically, we were delighted to learn more about your discussions with the Dallas Entrepreneurship Center as well as the Audubon Society. Mary Kay's mission, as you know, is to enrich women's lives through entrepreneurialism. We also have a deep commitment to sustainability and the environment through our *Pink Doing Green* initiative.

Without a doubt, there are no shortage of opportunities for our organizations to further explore and then partner and collectively make a difference. Therefore, allow me, on behalf of Mary Kay Inc., to commit to you that we will invest $15,000 a year for ten years in partnership with the City of Lewisville on a mutually agreeable effort or efforts such as those we have discussed. Our first investment will occur in the calendar year following the execution of the two incentive agreements with the City of Lewisville and our commitment will end in the event the incentive agreements are terminated before ten years have elapsed.

We hope and pray that our work, along with that of the City of Lewisville, will make a difference and look forward to a long and special relationship with your great community.

Thank you!

All the Best,

Crayton W. Webb
Vice President, Corporate Communications & Corporate Social Responsibility

CRAYTON W. WEBB Vice President, Corporate Communications & Corporate Social Responsibility
Mary Kay Inc. Global Headquarters 16251 Dallas Pkwy, Addison, Texas 75001-6801 o 972.687.5733 f 972.687.1611

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TAX ABATEMENT PROCESS

KEY COMPONENTS FOR TAX ABATEMENT AGREEMENT	COMPLETE
Incentive Application Submitted	X
Executive Session Discussion	X
City Council Offer and Letter of Intent sent	X
If applicable, revise guidelines and criteria governing tax abatement agreements and pass a resolution stating that the City adopts the guidelines and criteria and elects to become eligible to participate in tax abatement. Per the tax code, guidelines and criteria are only effective for 2 years.	X
Draft Agreement & Negotiations	X
Receive 2 copies of finalized abatement agreement with signatures from MKI	
Receive Form 1295 signed and notarized from MKI	X
Schedule Public Hearing	6/20
Publish, in the local newspaper, notice of a public hearing on the designation of a new reinvestment zone. **(7 days in advance of the hearing)**	X (6-10-2016)
Deliver written notice of intention to enter into tax abatement agreement to all taxing units. This should be completed at least seven days before council meeting where the abatement agreement will be adopted. Include in the notice a copy of proposed abatement agreement. **(7 days in advance of the hearing)**	X (mailed 6-8-2016)
Hold a public hearing on the designation of the area as a reinvestment zone and adopt an ordinance designating the reinvestment zone.	
City Council Approval: adopt tax abatement agreement at a regularly scheduled council meeting	

STATE LAW

d) The governing body may not adopt an ordinance designating an area as a reinvestment zone until the governing body has held a public hearing on the designation and has found that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and to the municipality after the expiration of an agreement entered into under Section 312.204 or 312.211, as applicable. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, notice of the hearing must be:

(1) published in a newspaper having general circulation in the municipality; and

(2) delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone.

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF LEWISVILLE AS REINVESTMENT ZONE NO. __; ESTABLISHING THE BOUNDARIES OF SUCH ZONE; PROVIDING FOR OTHER MATTERS RELATING THERETO; PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Lewisville, Texas (the "City") desires to promote the development of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for a tax abatement, as authorized by the Texas Tax Code, Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and,

WHEREAS, in accordance with the Act, the City Council has, within the past two years, established guidelines and criteria governing tax abatement agreements by the City; and,

WHEREAS, on March 21, 2016, the City Council adopted Resolution No. _____, stating that the City elects to become eligible to participate in tax abatement; and,

WHEREAS, Mary Kay, Inc. owns property or is under contract to purchase real property in the boundaries of the proposed reinvestment zone outlined in Exhibit A, and has asked for tax abatement from the City in return for certain improvements on that property, including the construction of a large manufacturing and research & development facility that will house at least five hundred employees, and certain other commitments that will foster economic development in the proposed reinvestment zone and the City in general; and

WHEREAS, a public hearing before the City Council was held at _____ p.m. on the ___ day of _____, 2016, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper having general circulation in the City; and,

WHEREAS, in accordance with the Act, notice of the public hearing was delivered in writing not later than the seventh (7th) day before the date of the public hearing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone; and,

WHEREAS, the City at such hearing invited any interested person or his representative to speak and present evidence for or against the designation of the reinvestment zone.

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

SECTION 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct. Therefore, the City has met the notice and procedural requirements established by the Act for creating a reinvestment zone.

SECTION 2. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

A. That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and,

B. That creation of the reinvestment zone for a tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements agreed to by Mary Kay, Inc. are feasible and

practical and will be a benefit to the land to be included in the zone and to the City; and,

C. That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

SECTION 3. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for a tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. ___, City of Lewisville, Texas (the "Zone").

SECTION 4. The Zone shall take effect on the effective date of this Ordinance and shall remain designated as a reinvestment zone until expiration five years thereafter; provided, however, that the Zone may be renewed by City Council for one or more subsequent terms of five (5) years or less in accordance with the Act.

SECTION 5. To be eligible for a tax abatement, a project shall:

A. Be located wholly within the Zone as established herein.

B. Meet at least one of the Minimum Qualifications for Consideration outlined in City of Lewisville Policy Statement 1.0, Section V, Topic 1, Section I.G.2.

C. Not include property that is owned or leased by a member of the City Council of the City of Lewisville or by a member of the Planning and Zoning Commission.

D. Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.

SECTION 6. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION 7. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective immediately upon its passage and publication as required by law.

SECTION 9. EMERGENCY. It being for the public welfare that this ordinance be passed creates an emergency and public necessity, and the rule requiring this ordinance be read on three separate occasions be, and the same is hereby waived, and this ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 20th DAY OF JUNE, 2016.

APPROVED:

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

_____
Lizbeth Plaster, CITY ATTORNEY

Exhibit "A" To Ordinance No. _____

RESOLUTION NO. _____

A RESOLUTION OF THE LEWISVILLE CITY COUNCIL, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEWISVILLE, TEXAS, AND MARY KAY, INC.; AUTHORIZING EXECUTION OF THE AGREEMENTS BY THE CITY MANAGER OR HER DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mary Kay, Inc. owns property or is under contract to purchase real property within the boundaries of Reinvestment Zone No. ____, City of Lewisville, Texas, and has asked for tax abatement from the City in return for certain improvements on that property, including the construction of a large manufacturing and research & development facility that will house at least five hundred employees, and certain other commitments that will foster economic development in the proposed reinvestment zone and the City in general, as outlined further in Exhibit "A"; and

WHEREAS, the City Council has been presented with a proposed tax abatement agreement by and between the City of Lewisville, Texas, and Mary Kay, Inc., a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, in accordance with the Texas Tax Code, Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or "the Act"), notice of the City's intention to enter into the Agreement was delivered in writing not later than the seventh (7th) day before the date of this meeting to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be subject to the Agreement; and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or her designee shall be authorized to execute it on behalf of the City of Lewisville.

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

SECTION 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct. Therefore, the City has met the notice requirements established by the Act for adopting a tax abatement agreement.

SECTION 2. The terms and conditions of the Agreement, having been reviewed by the City Council of Lewisville and found to be acceptable and in the best interests of the City of Lewisville and its citizens, are hereby in all things approved.

SECTION 3. The terms of the Agreement and the property subject to the Agreement satisfy the guidelines and criteria governing tax abatement agreements set forth in the City of Lewisville's Economic Incentive Policy Statement.

SECTION 4. The City Manager or her designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Lewisville, substantially according to the terms and conditions set forth in the Agreement.

SECTION 5. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 20th DAY OF JUNE, 2016.

Execution Page Follows:

APPROVED:

_____
RUDY DURHAM, MAYOR

ATTEST:

_____
JULIE HEINZE, CITY SECRETARY

APPROVED AS TO FORM:

_____
LIZBETH PLASTER, CITY ATTORNEY

Exhibit “A”

Attachment to Resolution No. _____

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (“Agreement”) is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation of Denton and Dallas Counties, Texas, duly acting by and through its City Manager, (“City”) and Mary Kay Inc. a Delaware corporation, duly acting by and through its Chief Executive Officer or another authorized signatory ("Company").

W I T N E S S E T H:

WHEREAS, the City has adopted Resolution Number _____ on Month DAY, YEAR, stating that it elects to be eligible to participate in this tax abatement; and

WHEREAS, the City adopted Tax Abatement Policy 5.2.1, et seq., on Month DAY, YEAR, ("the Policy Statement"); and

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

WHEREAS, on the ____ day of_____, 2016, the City Council of the City of Lewisville, Texas, passed Ordinance No. _____, establishing Reinvestment Zone No. ____ (“Zone”) of the City of Lewisville, Texas, for commercial/industrial tax abatement ("Ordinance"), as authorized by Chapter 312 of the Texas Tax Code ("Statute"); and

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

WHEREAS, the Company owns real property described in Attachment “A” attached hereto (“Land”) and intends to construct and place certain Improvements (hereinafter defined) on the Land; and

WHEREAS, the Company’s improvements to the Land described herein will create and retain permanent new jobs in the City; and

WHEREAS, the contemplated use of the Premises (hereinafter defined) and the other terms hereof are consistent with encouraging development of said Zone in accordance with the

purposes for its creation and are in compliance with the intent of the Statute, the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law; and

WHEREAS, the City Council finds that the Improvements sought are feasible and practicable and would be of benefit to the Land to be included in the Zone and to the City after the expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Statute, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located;

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

ARTICLE I
TERM

This Agreement shall become effective on the date executed by the City ("Effective Date") and the abatement provided herein shall be available, subject to the terms and conditions herein, on either January 1, of the year following issuance of the certificate of occupancy for the Premises or on the second January 1 following issuance of certificate of occupancy for the Premises, as determined by Company and indicated in Company's written notice to the City, and shall continue for ten (10) years unless sooner terminated as provided herein.

ARTICLE II
DEFINITIONS

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

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.

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

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

"**Business Personal Property Improvements**" shall mean tangible personal property, other than Inventory or supplies, that is classified by the Denton Central Appraisal District as business personal property, that is owned or leased by a Company Entity, and that is added to the Real Property Improvements subsequent to the execution of this Agreement, including, but not limited to, equipment, furniture and fixtures.

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

"**Clawback Event**" shall mean a failure by the Company to make the Improvements (hereinafter defined) provided by this Agreement, requiring the Company to repay the incentives granted to and received by the Company from the City pursuant to this Agreement.

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

"**Company Entity**" means the Company and/or any Affiliate of the Company.

"**Control**" means an eighty percent (80%) or more ownership interest by voting rights or value.

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

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

"**Facility Based Employees**" shall mean the total number of individuals employed on a full-time basis by a Company Entity whose assigned work location is on the Premises.

"**Force Majeure**" shall mean any contingency or cause beyond the reasonable control of the Company, including without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of

flood zones or FEMA actions (unless caused by acts or omissions of Company), fire, explosion or flood, and strikes.

"**Improvements**" shall mean collectively Business Personal Property Improvements and Real Property Improvements.

"**Inventory**" shall mean inventory, as defined by section 23.12 of TEX. TAX CODE, as amended, owned by Company, located on the Premises and valued by the Denton Central Appraisal District.

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

"**Person**" means any individual, corporation, partnership, trust, estate, unincorporated organization, association or other entity.

"**Premises**" shall mean the Land and the Improvements constructed or placed thereon after the execution of this Agreement.

"**Real Property Improvements**" shall mean all real property improvements, as classified by the Denton Central Appraisal District, that are located on the Land, including a research & development and manufacturing facility constructed on the Land containing approximately 330,000 square feet or more of space which shall be Substantially Occupied (hereinafter defined), by one or more Company Entities and the other ancillary facilities such as required parking and landscaping more fully described in the submittals filed with the City.

"**Required Use**" shall mean the Company's continuous operation of a manufacturing and research & development facility and other ancillary facilities, such as required parking and landscaping more fully described in the submittals filed with the City, on the Premises, subject to temporary cessations of such operations as a result of Force Majeure or for reasonable business purposes such as remodeling of the facility; provided, however, that the resulting interruptions for such other business purposes do not exceed ninety (90) days per year, which ninety (90) day interruption may not occur in more than five years during the Term of this Agreement.

"Substantially Occupied" shall mean one or more Company Entities occupies at least ninety-five percent (95%) of the Real Property Improvements; provided, that the remaining five percent (5%) is occupied only by businesses that support the Premises, Facility Based Employees, or members and potential members of Company affiliated credit union and said businesses shall not otherwise be open to the general public. Portions of

the Real Property Improvements qualify toward the Substantially Occupied requirement if not currently actively utilized but held for future use to perform a Required Use.

"**Taxable Item**" shall have the same meaning as assigned by Chapter 151, TEX. TAX CODE, as amended.

"**Zone**" shall have the meaning set forth in the recitals to this Agreement.

ARTICLE III
GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, the Company shall commence with the following:

a. improving the Land by beginning construction on the Real Property Improvements at a total capital investment, when complete and combined with the cost of the purchase of the Land, of approximately forty-four million two hundred thousand dollars ($44,200,00.00) and;

b. installing Business Personal Property Improvements on the Premises at a total capital investment of thirty million eight hundred thousand dollars ($30,800,000.00), where for purpose of this Agreement capital investment includes both the acquisition cost for newly purchased business personal property and the fair market value of previously-owned business personal property moved from another location to the Premises.

3.2 The Company shall substantially complete the construction and installation of the Improvements by December 31, 2018. In the event of Force Majeure or, if in the reasonable opinion of the City, the Company has made substantial progress toward completion of the construction and installation of the Improvements by the above date, additional time may be granted at the City's discretion.

3.3 The date of substantial completion of the Improvements shall be defined as the date that Company receives a certificate of occupancy for the Premises.

3.4 The Land is not in an improvement project financed by tax increment bonds.

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

3.6 During the period of the tax abatement herein authorized, the Company shall be subject to all applicable City taxation not specifically abated or exempted by this or another

agreement, including but not limited to, sales tax and ad valorem taxation on land, Inventory and supplies.

ARTICLE IV
TAX ABATEMENT

4.1 **Annual Rate of Abatement**. Subject to the terms and conditions of this Agreement, the City shall abate ninety percent (90%) of real property taxes and business personal property taxes as assessed on the Improvements and otherwise owed to the City. Said abatement shall be calculated upon the taxes assessed to the value of the Improvements which exceed the value of the same as of January 1, 2016, as acknowledged in Section 4.2 of this Agreement, and in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof; provided that the Company shall have the right to protest or contest any assessment of the Improvements and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest or contest. Said abatement shall be available subject to the terms and conditions of this Agreement and shall begin on January 1 of the year following the issuance of a certificate of occupancy for the Premises or January 1 on the second year following the issuance of a certificate of occupancy for the Premises, as determined by Company and indicated in Company's written notice to the City, and shall continue for ten (10) years.

4.2 **Starting Appraised Value.** The parties hereto acknowledge that for the year beginning January 1, 2016, the appraised value of the Improvements shall be the final tax year 2016 appraised value of the Improvements as determined by the Denton Central Appraisal District after any valuation appeals. Land value is excluded for abatement purposes.

ARTICLE V
AGREEMENT CONDITIONS

5.1 **Required Use Condition**. During the term of this Agreement following the issuance of a certificate of occupancy for the Premises and continuing thereafter until expiration of this Agreement or earlier termination of same, one or more Company Entities shall continuously own and Substantially Occupy a minimum of 330,000 square feet of space on the Premises; and the Premises shall not be used for any purpose other than the Required Use. The Company shall not allow the operation of the Premises in conformance with the Required Use to cease except to the extent of an event of Force Majeure or a temporary cessation of operations for reasonable

business purposes; provided, however, that the resulting interruptions for such other business purposes do not exceed ninety (90) days per year, which ninety (90) day interruption may not occur in more than five years during the Term of this Agreement.

5.2 **Minimum Investment Condition**. To be eligible for any abatement, the Company must make, by December 31, 2018 or such additional time as may be granted by the City, the following total capital investment:

a. Forty-four million two hundred thousand dollars ($44,200,000) for the purchase of the Land and construction of the Real Property Improvements; and

b. Thirty million eight hundred thousand dollars ($30,800,000) for the installation of the Business Personal Property Improvements.

5.3 **Minimum Employment Condition**. The Company must maintain a minimum of five hundred (500) Facility Based Employees following the issuance of a certificate of occupancy for the Premises and continuing throughout the term of this Agreement.

5.4 **Minimum Compensation Condition**. The Company must maintain a median annual wage of at least forty five thousand dollars ($45,000) for Facility Based Employees following the issuance of a certificate of occupancy for the Premises and continuing throughout the term of this Agreement.

5.5 **Address**. The Company agrees that it will use reasonable efforts to ensure that when using an address for the Company's manufacturing and research development facility that identifies the city in which the Premises is located, the city identified will be Lewisville, Texas (e.g., when the city in which Premises is located is identified on literature, stationery, business cards, or other printed or electronic materials, the Company will use reasonable efforts to identify Lewisville, Texas).

5.6 **Employment of Undocumented Workers**. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers as defined in TEX. GOVT. CODE §2264.001. If convicted of a violation under 8 U.S.C. §1324a(f), the Company shall repay the amount of the abatements and any other funds received by the Company from the City as of the date of such violation not later than one hundred and twenty (120) days after the date the Company is notified by the City of a violation of this section, plus interest from the date the abatements were paid to the Company, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from

time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the date the abatement was paid to the Company until the date the abatements are repaid to the City.

5.7 **Certification**. The Company must certify annually to the governing body of the City as to its attainment of the stated goals described in Article V of this Agreement by submitting an annual Compliance Report (Attachment "B") and any supporting documentation for the Compliance Report if requested by the City, no later than May 31th of each year after the issuance of the certificate of occupancy and continuing until the expiration of the Agreement, to the City's Director of Economic Development.

ARTICLE VI
TERMINATION

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

a. by written agreement of the parties;

b. expiration of the Term;

c. by the City if the Company breaches any material terms or conditions of this Agreement and such breach is not cured within one hundred and twenty days (120) days after receipt of written notice thereof (the "Cure Period") and the Company has not commenced curative action within such 120-day period and diligently pursued such curative action to a satisfactory completion;

d. by the City, if the Company suffers an Event of Bankruptcy; and

e. by the City, if any taxes or fees owed to the City or the State of Texas by the Company shall become delinquent and payment of delinquent amounts is not made within one hundred and twenty days (120) days after receipt of written notice thereof (the "Cure Period") (provided, however the Company retains the right to timely and properly protest and contest any such taxes or fees and the City should have no right to terminate under this subsection until a final determination related to such protest or contest is made by a court of competent jurisdiction).

f. by the City, within (30) days of providing written notice, if Company is convicted of a violation of 8 U.S.C. §1324a(f) as determined by a court of competent jurisdiction or other competent authority.

6.2 **Refund of Abatement**.

a. In the event the Agreement is terminated by the City pursuant to Section 6.1(d) or (e), the Company shall, as the sole remedy, immediately refund to the City, within one hundred and twenty (120) days of notice from the City, an amount equal to the incentives received after the breach occurred, granted to and received by the Company from the City pursuant to this Agreement.

b. In the event the Agreement is terminated by the City pursuant to Section 6.1(c) for any breach other than the failure of the Company to make the Improvements provided for in this Agreement, the Company shall, as the sole remedy, immediately refund to the City, within one hundred and twenty (120) days of notice from the City, an amount equal to the incentives received after the breach occurred, granted to and received by the Company from the City pursuant to this Agreement.

c. In the event the Agreement is terminated by the City pursuant to Section 6.1(c) for failure of the Company to make the Improvements provided for in this Agreement, a Clawback Event shall have been deemed to occur, and the Company shall, as the sole remedy, immediately refund to the City, within one hundred and twenty (120) days of notice from the City, an amount equal to all the tax abatement incentives granted to and received by the Company from the City pursuant to this Agreement.

d. In the event the Agreement is terminated by the City pursuant to Section 6.1(f) of this Agreement, the Company shall, within one hundred twenty (120) days, pay to the City the amounts specified in Section 5.6 of this Agreement.

6.3 **Forfeiture of Annual Abatement**. In the event the Company meets the Agreement Condition pursuant to Section 5.2 and fails to meet Agreement Conditions pursuant to Section 5.3 or Section 5.4 in any given year of this Agreement, Company shall not be entitled to the abatement for that year but would be entitled to abatements in subsequent years if the Agreement Conditions are met. Default of Agreement Conditions, other than the Minimum Investment Condition pursuant to Section 5.2, in one year does not constitute the termination of the Agreement unless the City provides notice pursuant to Section 6.1 of this Agreement.

ARTICLE VII
MISCELLANEOUS

7.1 The Company acknowledges that the tax abatements: (i) shall certainly become a permanent part of the Company's or Company Entities' working capital; (ii) shall not be compensation, such as a direct payment for a quantifiable service provided for the City by the Company or Company Entities; (iii) were bargained for in good-faith and at arm's-length; (iv) foreseeably shall result in an amount commensurate with its value to the Company or Company Entities; and (v) ordinarily, if not always, will be employed in or contribute to the production of additional income and its value assured in that respect, such that the tax abatements from the City to the Company or Company Entity pursuant to this Agreement are a nonshareholder contribution to the capital of the Company under Internal Revenue Code section 118 and excluded from the Company's gross income under Internal Revenue Code section 61.

7.2 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by the Company unless written permission is first granted by the City, which consent shall not be unreasonably withheld; provided, the Company may assign this Agreement to a Company Entity without the written consent of the City. Any Company assignee of this Agreement must agree to be bound by all terms and conditions of this Agreement.

7.3 It is understood and agreed between the parties that the Company, in performing its obligations hereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties; it is further understood and agreed between the parties that the City, in performing its obligations hereunder, is acting independently, and the Company assumes no responsibilities in connection therewith to third parties.

7.4 The Company further agrees that the City and its agents and employees shall have reasonable rights of access to the Premises to inspect the Improvements in order to ensure that the construction and installation of the Improvements is in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, as well as the continuing right, subject to Company's reasonable security requirements, to inspect the Premises to ensure that the Premises are thereafter maintained, operated, and occupied in accordance with all applicable agreements with the City and all applicable state and local laws and regulations, provided that with respect to matters concerning this Agreement (i) the City must give the Company reasonable prior telephone or written notice of any such inspection, and (ii) a

representative of the Company shall have the right to accompany the agent or employee of the City who is conducting such inspection.

7.5 If the City receives a Texas Public Information Act request from a third party requesting information that has been submitted to the City by the Company in connection with this Agreement or the Premises, the City shall timely provide a copy of such request to the Company in accordance with the provisions of the Texas Public Information Act so that the Company may take such actions, if any, as the Company deems necessary to object to the release of such information in accordance with the provisions of the Texas Public Information Act.

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

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

For City by notice to:

City of Lewisville
Attn: Economic Development Director
151 W. Church Street
Lewisville, Texas 75057

For COMPANY by notice to:

Mary Kay Inc.
ATTN: Vice President Corporate Tax
PO Box 799045
Dallas, Texas 75379-9045

With a Copy to:

Chief Financial Officer
Mary Kay Inc.
PO Box 799045
Dallas, Texas 75379-9045

Legal Resources
Mary Kay Inc.
PO Box 799045
Dallas, Texas 75379-9045

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

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

7.9 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. In lieu of each invalid, illegal or unenforceable provision, there shall be added a new provision by agreement of the parties as similar in terms to such invalid, illegal or unenforceable provision as may be possible and yet be valid, legal and enforceable.

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

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

DATED this the _____ day of _____, 2016.

(EXECUTION PAGE FOLLOWS)

Exhibit "A" To Resolution No_____ (R)

CITY OF LEWISVILLE, TEXAS

_____
Donna Barron, City Manager

ATTEST:

_____
Julie Heinze, City Secretary

APPROVED AS TO FORM:

_____
Lizbeth Plaster, City Attorney

COMPANY:

By: _____
Name:
Title:

Exhibit "A" To Resolution No_____ (R)

ATTACHMENT A

LEGAL DESCRIPTION

Lot 3, Block A, Campbell Ranch Addition, as reflected in Final Plat filed for record on December 20, 2002 under Clerk's document No. 2002-R0164175 and in Cabinet U, Pages 776-778 of the Plat Records of Denton County, Texas

ATTACHMENT B

ANNUAL COMPLIANCE REPORT

Exhibit "A" To Resolution No_____ (R)

Please complete what is applicable to your agreement.
Company Name: _____
Company Address: _____

Cumulative Capital Investment through End of Reporting Period in Real Property Improvements and Business Personal Property Improvements and supporting documentation (not required for reporting periods after minimum investment conditions satisfied):

Date on which Certificate of Occupancy was received:

Please list the dollar amount for the following:

Current Year Appraised Real Property Value from Notice of Appraised Value issued by the Appraisal District – Land	
Current Year Appraised Real Property Value from Notice of Appraised Value issued by the Appraisal District – Improvements	
Current Year Appraised Business Personal Property Value from Notice of Appraised Value issued by the Appraisal District – Machinery, Equipment and Other BPP	
Current Year Appraised Inventory Value from Notice of Appraised Value issued by the Appraisal District	
Property Taxes Paid – Real Property	
Property Taxes Paid – Business Personal Property	
Property Taxes Paid – Inventory Tax	

	Part Time	Full Time

Total Facility Based Employees at End of Reporting Period		
Number of New Employees Added During Reporting Period (Facility Based Employees at End of Reporting Period less Facility Based Employees at End of Prior Reporting Period)		

Median Salary during Reporting Period (Supporting documentation will be made available to review at Company Headquarters upon request):

Has construction/installation of planned improvements commenced? Yes No

Has construction/installation of planned improvements been completed? Yes No

Additional Information to be Attached:
Brief Narrative Highlighting the Progress of the project
If Applicable, a Statement Addressing any Failure to Meet Requirements of the Economic Development Agreement
Letter of Request re: the Economic Development Agreement Rebate plus supporting documents

I certify that, to the best of my knowledge, the information and attachments provided herein are true and accurate and in compliance with the terms of the Economic Development agreement with the City Of Lewisville.

_____ _____

Name of Certifying Officer Title

_____ _____

Signature of Certifying Officer Date

Telephone: Fax: E-mail:

Aerial Map - Mary Kay

MEMORANDUM

TO: Melinda Galler, Assistant City Manager

FROM: Russ Kerbow, Police Chief

DATE: June 7, 2016

SUBJECT: **Approval of a Memorandum of Understanding for Interlocal Agreement Among the Cities of Lewisville, Denton, and the County of Denton to Jointly Submit a Grant Application to the U.S. Department of Justice Under the Edward Byrne Memorial Justice Assistance Grant Program; and Authorization for the City Manager or her Designee to Execute the Agreement.**

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) program replaced the Local Law Enforcement Block Grant (LLEBG) in Fiscal Year 2004/2005. The JAG grant allows states and local governments to support a broad range of activities to prevent and control crime and to improve criminal justice system processes and procedures. Over the years, the City of Lewisville received several awards totaling $241,641 under the LLEBG program and $341,652 under the JAG program.

The JAG program, managed by the U.S. Department of Justice (DOJ), requires participating agencies to submit a joint application for the aggregate funds of $44,725 allocated to the region for FY 2016/2017. Prior to submitting a joint application, a memorandum of understanding (Interlocal agreement) is required and must be completed and signed by the participating agencies.

ANALYSIS

Denton County is the JAG grant administrator. As the administrator, Denton County will submit the joint grant application, receive all funds, and disburse the funds according to the Interlocal agreement. The JAG program does not require a city match. Additional responsibilities include completing all administration, financial and project reports pertaining to this grant. The term of the agreement covers a multi-year period and the term of this agreement is October 1, 2016 through September 30, 2019.

The proposed allocation of the $44,725 is as follows:

COUNTY/CITY	AMOUNT
Denton County	$4,472.50

City of Denton	$25,173.00
City of Lewisville	$15,079.50

The allocation of funds is based on Part I crimes in the Uniform Crime Report. The JAG's theory is that the higher the Part I crimes, the more money needed to combat those issues.

The Lewisville Police Department proposes to use its share for the following:

Purchase of 2 Drug and Human Trafficking Detection Systems ($14,699.50)

Due to drug trafficking (including the smuggling of drugs to fund terrorist activities), police agencies must remain vigilant when it comes to the detection of contraband on our interstate highways. Smugglers continue to improve their concealment methods when it comes to trafficking. The drug and human trafficking detection system is a density meter that uses a low intensity gamma radiation emitter and scintillation detector to quickly scan vehicles or residences for hidden contraband. The density meter and contraband detector is designed to allow an inspector to determine whether a suspect vehicle tests positive for contraband in less than five minutes and allows him to scan the average room in less than ten minutes. This device will assist in identifying concealment locations and lead to the apprehension of potentially violent criminals. The arrest of violent offenders will enhance our local safety and security, as well as that of the nation. Our long-term battle against drug traffickers, coupled with this new knowledge about the connection between international terrorism and drug trafficking, shows us that the war on drugs (and drug trafficking) is more important than ever. Human trafficking investigations have been a major focus in law enforcement for several years. These crimes have resulted in the deaths of people secreted in vehicles. This tool will enable officers to detect these victims within vehicles and containers.

Leadership Training ($380)

Leaders are invaluable when it comes to formulating and communicating new strategies, as well as communicating with and motivating employees to increase dedication to organizational goals. Ongoing leadership skills training is essential to make sure that leaders are progressing in their development. This leadership training targets those of the rank of Captain and above, and aids in the department's succession planning.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the Memorandum of Understanding for Interlocal Agreement as set forth in the caption above

MEMORANDUM OF UNDERSTANDING FOR INTERLOCAL AGREEMENT
FOR FY 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
BETWEEN DENTON COUNTY, TEXAS, THE CITY OF DENTON, AND THE CITY OF LEWISVILLE

This Agreement is made and entered into by and between the following entities: DENTON COUNTY, TEXAS, "COUNTY" acting by and through its governing body, the Denton County Commissioners Court; the CITY OF DENTON, "DENTON" acting by and through its governing body, the Denton City Council; and the CITY OF LEWISVILLE, "LEWISVILLE" acting by and through its governing body, the Lewisville City Council. The Cities may be referred to collectively as CITY/TOWN. All parties are herein collectively referred to as "PARTIES".

WITNESSETH

WHEREAS, the PARTIES mutually desire to be subject to the provisions of Interlocal Cooperation Act of the V.T.C.A. Government Code §791; and

WHEREAS, the PARTIES are making a joint application for an Edward Byrne Memorial Justice Assistance Grant (JAG) Program, hereinafter referred to as "GRANT"; and

WHEREAS, the PARTIES are required in conjunction with the GRANT application to process and sign an MOU indicating who will serve as the applicant/fiscal agent for the GRANT as well as the allocation of the GRANT funds between the parties; and

WHEREAS, each party paying for the performance of governmental functions or services must make these payments from current reserves available to the paying party.

NOW THEREFORE, the PARTIES, for the mutual consideration hereinafter stated, agree and understand as follows:

1. PURPOSE

The purpose of this MOU is to establish guidelines for the administration and expenditure of funds pursuant to a grant under the 2016 Edward Byrne Memorial Justice Assistance Grant Program. GMS APPLICATION NUMBER 2016-H2987-TX-DJ

2. MISSION

The Edward Byrne Memorial Justice Assistance Grant is a funding program administered by the Office of Justice Programs in order to support law enforcement, courts, corrections, treatment, victim services, technology and prevention initiatives that strengthen the nation's criminal justice system. The grant program is as outlined in the application and is incorporated hereto by reference.

3.DESIGNATION OF APPLICANT/FISCAL AGENT.

The PARTIES hereby agree that the COUNTY shall be the designated applicant/fiscal agent in conjunction with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

4.ALLOCATION OF GRANT MONIES

The PARTIES hereby agree that they will file a joint application for JAG funds for a total amount of $44,725.00. The funding will be split as follows:

Denton County	4,472.50
The City of Denton	25,173.00
The City of Lewisville	15,079.50
TOTAL	$44,725.00

5. RESPONSIBILITIES OF COUNTY

COUNTY shall have the following responsibilities:

(a) COUNTY shall serve as applicant/fiscal agent for the joint JAG application and award.

(b) COUNTY shall draw down the total JAG award in the amount of $44,725.00, and shall hold these funds in its trust fund.

(c) COUNTY, as the fiscal agent, shall submit all required reports to the JAG program office.

(d) COUNTY will provide each CITY/TOWN its portion of the award when CITY/TOWN provides adequate documentation to substantiate costs for the JAG funded portions.

(e) COUNTY will retain $4,472.50 as the COUNTY's administrative portion of the award.

6. RESPONSIBILITIES OF CITY/TOWN

CITY/TOWN shall have the following responsibilities:

(a) CITY/TOWN shall provide to COUNTY adequate documentation to substantiate costs for the JAG funded portions of this Program.

(b) CITY/TOWN shall provide to COUNTY all documentation requested by COUNTY for timely submission of required reports to the JAG program office.

7. EXPENDITURES

Each party will be responsible for its agency's expenditures of grant funds and agrees that expenditures will be made in accordance with the guidelines, restrictions, and the application for the award of the FY 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG). Expenditures may include, but are not limited to, training, personnel, equipment, supplies and information systems as fully described in the application.

8.DESIGNATION OF USE OF GRANT FUNDS BY PARTIES

The PARTIES hereby agree that they will use the grant funds by September 30, 2019 or when funds are expended.

9.TERM AND TERMINATION OF AGREEMENT

The term of this Agreement shall be from Oct. 1, 2016 through September 30, 2019.

10. REPORTING OBLIGATIONS

The PARTIES hereby agree that they will timely comply with all reporting obligations as required by the grant's terms. All parties agree that they will share information regarding reporting obligations, as necessary, to comply with all reporting obligations as required by the grant's terms. Records regarding performance of the grant obligations will be maintained by the respective agencies. Each agency will be afforded full access to any records and reports regarding the grant program regardless of who creates, maintains or stores the records. The PARTIES agree to submit reports to COUNTY regarding the execution of the grant programs including, but not limited to performance measures and program assessment data.

11. LIABILITY FOR CLAIMS

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

12. THIRD PARTIES RIGHTS

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any party to sign this Agreement. This Agreement shall not be modified except in writing by all parties who have executed the Agreement.

EXECUTED IN DUPLICATE ORIGINALS.

Denton County, Texas	
	Signature of Authorized Official
	Mary Horn, County Judge
Date Signed	Printed Name of Authorized Official

The City of Denton	
	Signature of Authorized Official
Date Signed	Printed Name of Authorized Official

The City of Lewisville	
	Signature of Authorized Official
Date Signed	Printed Name of Authorized Official

MEMORANDUM

TO: Donna Barron, City Manager

VIA: Eric Ferris, Assistant City Manager

FROM: David Salmon, PE, City Engineer

DATE: June 7, 2016

SUBJECT: **Approval of an Amendment to an Economic Development Agreement Between the City of Lewisville, Centurion Acquisitions, L.P., Liberty Bankers Life Insurance Company and Graham Mortgage Corporation; and Authorization for the City Manager to Execute the Amendment.**

BACKGROUND

The Josey Lane Development Agreement was approved by City Council for the Lakewood Hills Development on September 15, 2014. The agreement sets provisions for creation of a Public Improvement District, construction of infrastructure and enhanced development standards. As part of the development agreement, the developer is required to design and construct a 16-inch water main along Josey Lane from Windhaven south to FM 544 and along FM 544 from Josey Lane west to Indian Creek providing a looped water system. The agreement also requires the City to reimburse the developer for the water main once the main has been completed. The developer has completed the water main along Josey Lane, however is unable to complete the segment along FM 544 in a timely manner as TXDOT will not issue the required permit during ongoing construction of FM 544. The proposed amendment allows the City to make a partial reimbursement for the Josey Lane portion of the water main while requiring the developer to complete the water main per the original agreement as soon as TXDOT issues the permit. Staff has worked with Centurion Acquisitions to develop the proposed amendment to the original agreement.

ANALYSIS

The property will be developed for a master planned single family residential subdivision totaling approximately 526 lots with a mix of lots from 5,000 to 8,000 square feet, a large amenity center, and dedication of open space and a fire station site to the City of Lewisville. The approved development agreement outlines the terms of agreement for this project including creation of a Public Improvement District (PID) with an authorized cost of public improvements not to exceed $17,768,002.

The improvements include all infrastructure improvements including water, sanitary sewer, storm sewer, roadway, paving and screening walls. The future homeowners in the Josey Hebron subdivision will pay a PID assessment in addition to the city taxes which will go towards paying the developer for the authorized costs of the public improvements.

The Developer will design and construct all on-site and off-site public improvements. The developer will pay for all the construction costs of the improvements and will get reimbursed over time from collected PID assessments. A 16" off-site waterline is part of the authorized improvements and on the City's Capital Improvements Plan. The City will initially pay the developer for constructing the 16" waterline, upon acceptance by the City, and will gradually get paid back from the PID assessments in future years for the cost of a 12" line that would be necessary to supply this subdivision. The City will pick up the additional cost for oversizing of this waterline from 12" to 16" in order to meet the overall needs of the City's water system (approximately $531,000). The total cost of the waterline is estimated at $ 2,228,469 and the PID assessment will pay back $ 1,697,504 to the City.

The developer has finished construction of the 16-inch water main along Josey Lane, however is unable to complete the water main along FM 544 as TXDOT will not issue the required permit to install the water main in the State right of way until the ongoing construction of FM 544 has been substantially completed so as not to delay the TXDOT contractor. According to TXDOT, the contractor is expected to be completed with paving between Josey Lane and the Indian Creek Bridge by March, 2017 at which point, the permit can be issued. Due to the extended delay outside of the developer's control, the developer wishes to be reimbursed by the City for the segment of water main that has been completed to date, however the approved agreement only allows reimbursement upon completion of the entire water main. Construction of the remainder of the water main is expected to take roughly 45 days once the permit has been issued, so should be complete by May, 2017. At that time, the developer could be reimbursed for the balance.

The developer expects to have Phase 1 of the subdivision completed and the first homes permitted in December 2016 with roughly 30% of the homes permitted in Phase 1 (50 homes) by May, 2017. The first occupancy in phase 1 is expected in the April/May 2017 time frame. In this scenario, it's likely that for several months, the first homes will be provided water through a dead-end 16-inch water main. A dead-end 16-inch water main will provide adequate domestic and fire service to the subdivision, however will require periodic flushing by the Public Services Department to keep chlorine residuals at the appropriate levels within the subdivision. In addition, there is some level of exposure in the unlikely event that the new 16-inch water main is cut or breaks as there will not be a secondary feed until the FM 544 portion of the line is completed. Staff including the Fire Marshal's office agrees that for the small number of homes and short time frame expected with the single feed water main, the risks are minimal. The only other option would be to delay issuing building permits until the 16-inch water main has been completed thus delaying the developer from selling lots and homes for up to 5 months and creating a significant financial hardship for the developer.

RECOMMENDATION

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

JOSEY DEVELOPMENT AGREEMENT

This Josey Development Agreement (this "Agreement") is executed among **Centurion Acquisitions, L.P.** (the "Developer"), the **City of Lewisville, Texas** (the "City"), **Liberty Bankers Life Insurance Company** ("Liberty") and **Graham Mortgage Corporation** ("Graham") to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement (the "Effective Date").

ARTICLE I
RECITALS

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County; and

WHEREAS, Developer is a Texas limited partnership; and

WHEREAS, Liberty is an Oklahoma insurance company; and

WHEREAS, Graham is a Texas corporation; and

WHEREAS, the Developer, the City, Liberty and Graham (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, the Developer shall develop a high-quality residential community on the approximately 156.097 acres of real property depicted in **Exhibit A** and described by a metes and bounds depiction in **Exhibit B** (the "Property"); and

WHEREAS, the Property was previously within the limits of the Town of Hebron, Texas ("Hebron"); and

WHEREAS, Hebron disannexed the Property by formal action on July 7, 2014;

WHEREAS, by Hebron disannexing the Property, the Property entered into, and became a part of, the extraterritorial jurisdiction of the City; and

WHEREAS, the City executed Boundary Adjustment Agreements with Hebron on September 15, 2014; and

WHEREAS, the Property is now wholly within the extraterritorial jurisdiction of the City; and

WHEREAS, on July 21, 2014, Liberty and Graham, the owners of the Property, petitioned the City for the voluntary annexation of the Property into the City; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property

("Authorized Improvements"), which Authorized Improvements are generally identified in **Exhibit C**; and

WHEREAS, in consideration of the Developer's agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to exercise its powers under Chapter 372, Texas Local Government Code, as amended (the "PID Act"), to create a Public Improvement District ("PID") for the Property; and

WHEREAS, contingent upon the Developer purchasing Graham and Liberty's interests in the Property, and the City creating the PID and levying an assessment on the Property, the Developer intends to design, construct and install the Authorized Improvements in a phased manner and to dedicate such Authorized Improvements to the City for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the rules and regulations of the City; and

WHEREAS, the Developer and the City estimate that the cost of the Authorized Improvements will not exceed $17,768,002; and

WHEREAS, in consideration of the Developer's agreements contained herein and the PID Act, the City shall reimburse the Developer for the costs of the Authorized Improvements up to $17,768,002; the source of which reimbursement for the Authorized Improvements, except for the Off-Site Water Line, will be installment payments from PID assessments within the Property; and

WHEREAS, the Developer shall design, construct and install an Off-Site Water Line, as further detailed in **Exhibit F** and dedicate said improvement to the City; the City shall pay the Developer the cost of the Off-Site Water Line upon the completion of the Off-Site Water Line and acceptance by the City, and the City shall be reimbursed through the PID assessments as provided in paragraph 5.1; and

WHEREAS, all of the City's administrative costs associated with the PID will be funded by the annual levy of PID assessments on the Property, and the City will not be responsible for payment of such costs; and

WHEREAS, it is the intent of this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, it is the intent of the Parties that the Property will be developed pursuant to an agreed concept plan ("Concept Plan"), which Concept Plan is attached hereto as **Exhibit D**, and the development standards set forth in certain proposed planned development zoning standards ("Development Standards"), which Development Standards are attached hereto as **Exhibit E**; and

WHEREAS, this Agreement shall be executed in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledge and agreed, the Parties agree as follows:

ARTICLE II
GENERAL TERMS AND DEFINITIONS

2.1 The recitals to this Agreement are incorporated herein for all purposes.

2.2 Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred in the establishment, administration, and operation of the PID.

Assessments mean the Assessments levied against certain properties in the PID to pay for the cost of the Authorized Improvements.

Authorized Improvements mean water, sewer, drainage, and roadway facilities needed to serve the Property and to be constructed by or on behalf of the City or PID, including road and utility improvements and screening walls, as identified on **Exhibit C**.

Authorized Improvement Costs means the actual costs of the Authorized Improvements.

Concept Plan means the concept plan attached as **Exhibit D.**

Development Standards means the development standards attached as **Exhibit E**.

Landowners mean Liberty and Graham, the owners of the Property.

Landowner Agreement means an agreement of the Landowners consenting to the form and terms of the PID Documents.

Off-Site Water Line means an Authorized Improvement, as further described in **Exhibit F**.

PID means a public improvement district created pursuant to Chapter 372, Texas Local Government Code.

PID Act means Chapter 372, Texas Local Government Code, as amended.

Property means the real property depicted on **Exhibit A** and described by metes and bounds in **Exhibit B** and attached hereto.

Service and Assessment Plan means a plan, to be adopted by the City Council for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved and agreed to by the Developer and City in accordance with the PID Act.

ARTICLE III
PUBLIC IMPROVEMENT DISTRICT

3.1 The City intends to work with the Developer to create a PID over the Property for the acquisition or reimbursement of the Authorized Improvements. The terms of the levy of assessments shall be determined by the City and the City intends to levy such assessments on the parcels within the Property that within the boundaries of the PID. The creation of the PID and levy of assessments is a governmental function of the City and subject to the discretion of the City Council.

3.2 The City's costs to create the PID and to levy assessments on property within the PID, including Administrative Expenses, the cost of consultants, lawyers and other professionals relating to the creation of the PID, and the levy of assessments shall be reimbursed to the City through the PID assessments. Ongoing costs of administration of the PID and collection of the assessments shall be paid from assessments levied on property within the PID.

3.3 The Owner of the Property shall consent to the creation of the PID, the levy of assessments, and all actions taken by the City with respect to the PID and the assessments, and shall evidence such consent in the form of a Landowner Agreement or covenants, conditions and restrictions to be filed in the property records of the properties within the PID.

ARTICLE IV
AUTHORIZED IMPROVEMENTS

4.1 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Design, Construction and Installation. All Authorized Improvements shall be designed, constructed and installed in compliance with this Agreement, the City's subdivision regulations in effect on the Effective Date, the City's uniform engineering design standards in effect on the Effective Date, and all other City ordinances, rules, regulations and policies that are applicable to the Property. Construction and/or installation of public infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. The Authorized Improvements will be installed within the public right-of-way or in easements granted to the City.

(b) Land Acquisition. The Developer shall be responsible for all land acquisition, including the costs associated with the acquisition, for the construction of Authorized Improvements. If the Developer is unable to acquire the necessary land and condemnation is necessary, the Developer shall be responsible for all costs incurred by the City for acquiring the land.

(c) Construction Plan Approval. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and submit them to the City for approval in accordance with this section. The City shall have 15 business days from its receipt of construction and/or engineering plans, or any amendment to previously approved

plans, to approve or deny the plans, which approval or denial shall be based on compliance with applicable rules and regulations or to provide comments back to the submitter of the plans. If the City does not specifically approve or deny the plans or provide comments within 15 business days, the plans shall be deemed accepted.

(d) Contract Specifications. The Developer's engineers shall prepare and provide all contract specifications and necessary related documents for the Authorized Improvements. The costs of construction are estimated on **Exhibit C**.

(e) Competitive Bidding. It is anticipated that the construction of the Authorized Improvements will be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be utilized by the City as allowed by law. Notwithstanding the forgoing, the City may elect to competitively bid or utilize alternative delivery methods for any portion or all of the Authorized Improvements. If the competitive bid or alternate delivery method become necessary, then contracts awarded by the Developer for the construction of the Authorized Improvements shall be advertised and awarded in accordance with applicable state law.

(f) Bonds. Each contract for the following types of Authorized Improvements shall require a two (2) year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed said Authorized Improvement: water improvements, wastewater improvements, drainage improvements, streets, sidewalks, public screening walls, public landscaping and public retaining walls

(g) Inspection and Acceptance. All Authorized Improvements shall be inspected and accepted by the City in compliance with this Agreement, the City's subdivision regulations in effect on the Effective Date, the City's uniform engineering design standards in effect on the Effective Date, and all other City ordinances, rules, regulations and policies that are applicable to the Property.

(h) Ownership. All of the Authorized Improvements shall be owned by the City upon the City's acceptance of the said improvement. The Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate easements for the Authorized Improvements to the City and the public.

4.2 Operation and Maintenance.

(a) The City shall maintain and operate the water, wastewater, roads, and storm water infrastructure.

(b) The City shall maintain public screening walls in accordance with the Lewisville City Code.

(c) The Developer shall create, in a manner acceptable to the City, a mandatory homeowner association ("HOA"), which HOA, whether one or more, shall be required to levy and collect yearly assessments in an amount calculated to maintain the open spaces, community

amenity center(s), common areas, right-of-way irrigation systems, landscaping, and screening walls within the Property. The HOA shall maintain and operate the open spaces, community amenity center, common areas, right-of-way irrigation systems, right-of-way landscaping, and screening walls.

ARTICLE V
PAYMENT OF AUTHORIZED IMPROVEMENTS

5.1 Reimbursement. The Developer shall pay for all Authorized Improvements which shall be reimbursed, over time, from collected PID assessments unless otherwise provided herein.

(a) Reimbursements for the Authorized Improvements from collected PID assessments shall not exceed $17,768,002, which shall be reimbursed or paid to the Developer in an amount not to exceed $15,945,498 and to the City in an amount not to exceed $1,822,504, in accordance with an approved Service and Assessment Plan and a reimbursement agreement for the costs of the Authorized Improvements including but not limited to design, engineering, acquisition and construction of the Authorized Improvements.

(b) If the total Authorized Improvement Costs, except for the four (4) inch oversize of the Off-Site Water Line, in the aggregate exceeds the estimated costs provided in **Exhibit C**, the Developer shall be solely responsible for the overrun costs of the Authorized Improvements which shall not be reimbursable by the PID.

5.2 Off-Site Water Line. The Developer shall design, construct and install a sixteen (16) inch Off-Site Water Line that will connect to the City's water main in order to provide water utility services to residential development contemplated herein, as shown in **Exhibit F**.

(a) The City shall pay the Developer the costs of the design, construction and installation of the Off-Site Water Line; which estimated costs are approximately $2,228,469, to the Developer, upon completion of the Off-Site Water Line and acceptance of it by the City.

(b) The City shall be reimbursed, over time, from the collected PID assessments for the cost of a twelve (12) inch water line; the estimated costs are approximately $1,697,504. The City shall be responsible for the cost of the four (4) inch oversizing of the Off-Site Water Line which shall not be reimbursable by the PID; the estimated costs are $530,965.

5.3 Reimbursement Agreement. A reimbursement agreement shall be executed between the Developer and the City prior to the levy and assessment of the Property, describing the obligation of the City to reimburse or pay the design, construction, installation, and acquisition price to the Developer for Authorized Improvements set forth herein and therein. This Agreement and the reimbursement agreement shall be an agreement under Section 372.023 Texas Local Government Code, as amended, for the installment sale or reimbursement of the Authorized Improvements.

5.4 Rights-Of-Way. Upon the levy of the assessments, the City shall be obligated to pay and shall pay in accordance with the Service and Assessment Plan and the reimbursement agreement, over time and only from collected PID assessments, an amount not to exceed

$2,371,800 for the acquisition of rights-of-way, which item and amount is included in the list of Authorized Improvements as listed in Exhibit C and the $2,371,800 is included in the total reimbursement amount of $17,768,002. The City shall pay the actual cost, but no more than $2,371,800, for the acquisition of the rights-of-way as evidenced by the appraisal submitted to and accepted by the City.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Pursuant to Section 43.021 of the Texas Local Government Code, as amended, the Landowners have submitted to the City a petition for annexation for the voluntary annexation of the Property into the City.

6.2 Zoning of Property. The City shall consider zoning the Property, as soon as possible following annexation, consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Agreement.

ARTICLE VII
DEVELOPMENT STANDARDS

7.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City's subdivision regulations and uniform engineering design standards in effect on the Effective Date, except as varied by the terms of this Agreement, including the Development Standards; and future amendments to those regulations and standards shall not apply to the Property.

(b) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Development Standards and the Concept Plan as shown in **Exhibit E** and **Exhibit D.**

(c) Except as otherwise stated above in this Section 7.1, the Property and the development of the Property shall otherwise be subject to all City ordinances, rules, regulations, polices, fees and charges.

7.2 Phasing. The Parties acknowledge that the Property will be developed in phases. If deemed necessary, the Developer may submit a replat for all or any portions of the Property. Any replat shall be in conformance with the Concept Plan.

7.3 Pre-Annexation Agreement Status. The Parties agree that this Agreement, the Development Standards and Concept Plan memorialize a plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code. Immediately after the Property is annexed, the City agrees to consider zoning the Property consistent with the

Development Standards, the Concept Plan, and the applicable provisions of this Agreement. The Property shall be developed and used in accordance with the terms of this Agreement, including, but not limited to, the Development Standards and Concept Plan.

7.4 Fire Station. The Parties acknowledge that the site for the future fire station, which will be mutually agreed upon by the Parties, shall be purchased by the City by warranty deed with a title policy, upon approval of the final plat by the City, and the purchase amount shall be paid solely through reimbursements from the proceeds of the PID assessment.

ARTICLE VIII
VESTED RIGHTS

8.1 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Notwithstanding the foregoing, the Developer does agree, acknowledge and expressly waive any and all claims that the Developer has or may have that any term or provision of this Agreement violates Section 212.904 of the Texas Local Government Code, as amended, provided, however, the Developer's agreement to develop the Property in accordance with City regulations shall not, by itself, be subject to such a waiver.

ARTICLE IX
TERM

The term of this Agreement shall not exceed a period of thirty (30) years after the Effective Date.

ARTICLE X
EVENTS OF DEFAULT; REMEDIES; INDEMNIFICATION

10.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty days after it is due.

10.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. In addition to the

aforementioned remedies, if the Developer is in default under this Agreement, the City shall have the right to withhold approval of any final plat of the Party in default or withhold the issuance of any building permits with respect to land owned by the Party in default, which delay in approval may extend until that Party's default has been cured. The remedies set forth in this section are the sole and exclusive remedies for a default under this Agreement. This provision shall be sufficient evidence of the Developer's waiver of any statutory plat approval periods as specified in the Chapter 212 of the Texas Local Government Code, as amended, in the event the City alleges a default by the Developer and the City obtains a final judgment against the Developer in connection with such default.

10.3 **INDEMNIFICATION. DEVELOPER 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 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.**

ARTICLE XI
ASSIGNMENT AND ENCUMBRANCE

11.1 Assignment by the Developer. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. The covenants, rules, regulations and the obligations of the Developer in this Agreement cannot be assigned by the Developer unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as the Developer's assignee agrees in writing to be bound by all terms and conditions of this Agreement It is understood and agreed between the parties that the Developer, in performing its obligations thereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties; it is further understood and agreed between the parties that the City, in performing its obligations hereunder, is acting independently, and the Developer assumes no responsibilities in connection therewith to third parties. The rights to reimbursement as described in this Agreement shall be as provided for in the Reimbursement Agreement.

11.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer's prior written consent, which consent shall not be unreasonably withheld.

11.3 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE XII
RECORDATION AND ESTOPPEL CERTIFICATES

12.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c)(4) of the Texas Local Government Code, as amended, this Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Denton County.

12.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment of a $100.00 fee to the City, the City Manager or his/her designee will, in his official capacity and to his best knowledge and belief, execute a written estoppel certificate identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Developer or future owner is in compliance with its duties and obligations under this Agreement.

ARTICLE XIII
ADDITIONAL PROVISIONS

13.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

13.2 Notices. All Notices shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail. All Notices given pursuant to this section shall be addressed as follows:

To the City: Attn: Donna Barron
City Manager
151 West Church Street

Lewisville, Texas 75057
E-mail: dbarron@cityoflewisville.com

With a copy to: Attn: Lizbeth Plaster
City Attorney
1197 W. Main Street – 2nd Floor
Lewisville, Texas 75067
E-mail: lplaster@cityoflewisville.com

To the Developer: Attn: Mehrdad Moayedi
1221 I-35E, Suite 200
Carrollton, Texas 75006

With a copy to: Miklos Law, PLLC
Attn: Robert Miklos
1221 I-35E, Suite 131
Carrollton, Texas 75006
E-mail: robert@mikloslegal.com

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

13.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

13.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

13.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

13.6 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of

competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

13.7 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

13.8 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

13.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13.10 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

13.11 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Depiction of Property
Exhibit B	Metes and Bounds of the Property
Exhibit C	Authorized Improvements
Exhibit D	Concept Plan
Exhibit E	Development Standards
Exhibit F	Off-Site Water Line

13.12 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights.

13.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to

perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other similar causes not reasonably within the control of the party claiming such inability and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

Executed by Developer, City and Landowners to be effective on the Effective Date.

ATTEST:

Name: Julie Heinze
Title: City Secretary

CITY OF LEWISVILLE

Name: Dean Ueckert
Title: Mayor
Date: 9/15/14

APPROVED AS TO FORM

Name: Lizbeth Plaster
Title: City Attorney

DEVELOPER

Centurion Acquisitions, L.P.,
a Texas limited partnership

By: Pars Investments, Inc.,
a Texas corporation
Its General Partner

By: _____
Name: Mehrdad Moayedi
Its: President

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on September 15, 2014, by Mehrdad Moayedi, as President of Pars Investments, Inc., a Texas corporation, as General Partner of Centurion Acquisitions, LP, a Texas limited partnership, on behalf of said limited partnership.

LAURA L WAYLAND
My Commission Expires
July 14, 2016

_____
Notary Public, State of Texas

LANDOWNER

Liberty Bankers Life Insurance Company
an Oklahoma insurance company

By: _____

Name: Bradford A. Phillips

Title: President

Date: 9-15-14

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on September 15, 2014, by Bradford A Phillips the President of Liberty Bankers Life Insurance Company, an Oklahoma insurance company, on behalf of said company.

_____
Notary Public, State of Texas

JENNIFER BARTEE
Notary Public, State of Texas
My Commission Expires
October 05, 2015

LANDOWNER

Graham Mortgage Corporation
a Texas corporation

By: _____

Name: SCOTT A. MORRIS

Title: VICE PRESIDENT

Date: 9/15/14

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on September 15th, 2014, by Scott A. Morris, the Vice President of Graham Mortgage Corporation, a Texas corporation, on behalf of said corporation.

JENNIFER E. LARSEN
Notary Public, State of Texas
My Commission Expires
July 12, 2018

_____
Notary Public, State of Texas

EXHIBIT A

Property Depiction

EXHIBIT A

Castle Hills Property Co
Doc. No. 2007-47966
Called 23.820 Ac.

TRACT II
P.O.B.

N 63°04'50" E
781.26'

N 63°04'50" E
970.73'

N 00°41'21" W 1403.66'

N 00°41'09" W 1417.85'

TRACT I
97.245 Ac.

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10

Lewisville I.S.D.
Doc. No. 2007-23325
Called 17.500 Ac.

Lewisville I.S.D.
Doc. No. 2007-23325
Called 17.500 Ac.

TRACT II
58.852 Ac.

Graham Mortgage Corp
Doc. No. 2008-119278
Called 64.799 Ac.

S 89°23'59" W
1115.27'

S 89°24'11" W 1538.14'

TRACT I P.O.B.
TRACT II P.O.C.
TRACT III P.O.C.

Josey Lane

STATE OF TEXAS
CALLED 27.083 AC.
1995-80045

Lewisville I.S.D.
Doc. No. 2012-145205

L11 L12 L13 L14 L15 L16 L17

TRACT II
Graham Mortgage Corp
Doc. No. 2009-53985

N 00°36'01" W 2348.70'

N 00°58'37" W 2391.05'

Betty Crider Clem
Vol 518, Pg. 168

Existing
Town of Hebron

Existing
City of Lewisville

C1 L18 L19

Trammell Crown Co. No. 37
Vol 2899, Pg. 713

S 00°22'14" E
829.92'

S 00°22'14" E
836

TRACT III
1.220 Ac.

TRACT I
Graham Mortgage Corp
Doc. No. 2009-53985

N 89°39'36" W
1404.51'

10.0'
(See Page 2)

Existing 10' Strip
Town of Hebron

L20 L34 L33

Liberty Bankers Life
Insurance Company
2009-82198

L26 L27 L25 L24 L28 C3 C2

S 80°53'27" W 1224.32'

TRACT III
P.O.B.

L29

N 89°39'36" W
949.28'

10.0'
(See Page 2)

L32 L21 L23 L30 L31 L22

Betty Crider Clem
518/168

Existing
City of Carrollton

Existing
Town of Hebron

STATE OF TEXAS
REGISTERED
THAD MURLEY III
5002
PROFESSIONAL
LAND SURVEYOR

Note:

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or recreation of the boundary of the political subdivision for which it was prepared.

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

1/2

111 Hillside Drive • Lewisville TX 75057 • P 972 436 9712 • F 972 436 9715
610 Byron Nelson Blvd. Ste 114 • Roanoke TX 76262 • P 682 831 9712 • F 817.890 4043

TBPE Firm No 1798
TBPLS Firm No 10047700

DRAWN BY: CC DATE: 6/6/14 SCALE: 1"=600' JOB. NO. 13025

EXHIBIT
Boundary Adjustment
HEBRON - LEWISVILLE
DENTON COUNTY, TEXAS

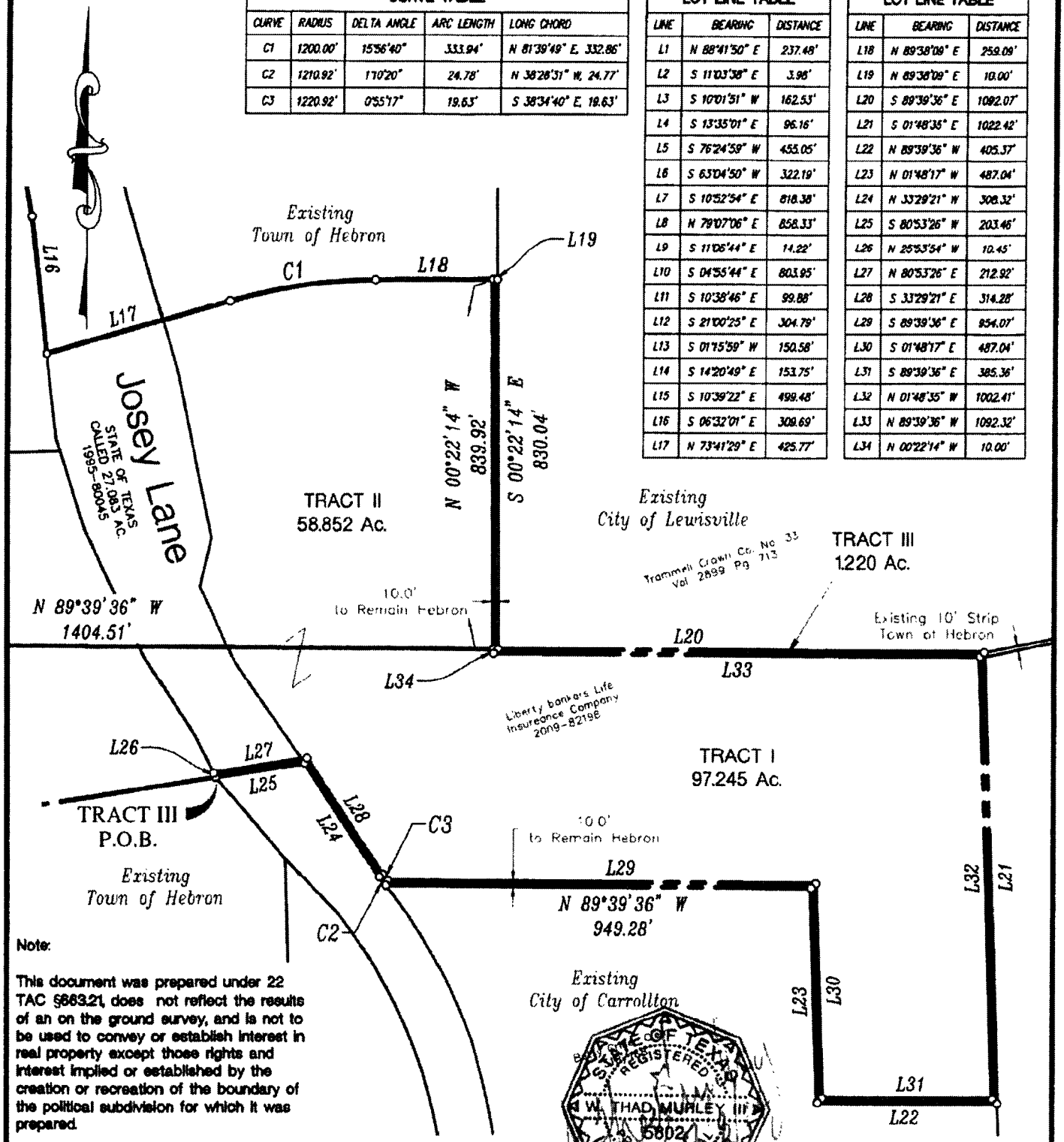
File: Z:\2013\13025\Drawings\Survey\13025 Boundary Exhibit 1
Plotted: 7/16/2014 7:52 AM, by Thad Murley, Saved: 7/7/2014 5:40 PM, by psh

EXHIBIT A

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	1200.00'	15°56'40"	333.94'	N 81°39'49" E, 332.86'
C2	1210.92'	1°10'20"	24.78'	N 38°28'31" W, 24.77'
C3	1220.92'	0°55'17"	19.63'	S 38°34'40" E, 19.63'

LOT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°41'50" E	237.48'
L2	S 11°03'38" E	3.96'
L3	S 10°01'51" W	162.53'
L4	S 13°35'01" E	96.16'
L5	S 76°24'59" W	455.05'
L6	S 63°04'50" W	322.19'
L7	S 10°52'54" E	818.38'
L8	N 79°07'06" E	858.33'
L9	S 11°05'44" E	14.22'
L10	S 04°55'44" E	803.95'
L11	S 10°38'46" E	99.88'
L12	S 21°00'25" E	304.79'
L13	S 01°15'59" W	150.58'
L14	S 14°20'49" E	153.75'
L15	S 10°39'22" E	499.48'
L16	S 06°32'01" E	309.69'
L17	N 73°41'29" E	425.77'

LOT LINE TABLE		
LINE	BEARING	DISTANCE
L18	N 89°38'09" E	259.09'
L19	N 89°38'09" E	10.00'
L20	S 89°39'36" E	1092.07'
L21	S 01°48'35" E	1022.42'
L22	N 89°39'36" W	405.37'
L23	N 01°48'17" W	487.04'
L24	N 33°29'21" W	308.32'
L25	S 80°53'26" W	203.46'
L26	N 25°53'54" W	10.45'
L27	N 80°53'26" E	212.92'
L28	S 33°29'21" E	314.28'
L29	S 89°39'36" E	954.07'
L30	S 01°48'17" E	487.04'
L31	S 89°39'36" E	385.36'
L32	N 01°48'35" W	1002.41'
L33	N 89°39'36" W	1092.32'
L34	N 00°22'14" W	10.00'



Note:

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or recreation of the boundary of the political subdivision for which it was prepared.

STATE OF TEXAS
REGISTERED
W. THAD MURLEY III
6802
PROFESSIONAL
LAND SURVEYOR

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

2/2

111 Hillside Drive • Lewisville, TX 75057 • P 972 436 9712 • F 972 436 9715
610 Byron Nelson Blvd, Ste 114 • Roanoke TX 76262 • P 682 831 9712 • F 817 890 4043

TBPE Firm No 1798
TBPLS Firm No. 10047700

DRAWN BY: CC DATE: 6/6/14 SCALE: 1"=300' JOB. NO. **13025**

EXHIBIT
Boundary Adjustment
HEBRON - LEWISVILLE
DENTON COUNTY, TEXAS

EXHIBIT B

Metes and Bounds

EXHIBIT B

LEGAL DESCRIPTION
TRACT I

BEING a tract of land located in the R. P. HARDIN SURVEY, ABSTRACT NO. 613, BENJAMIN SCHOONOVER SURVEY, ABSTRACT NO. 1209, and the T.A. WEST SURVEY, ABSTRACT NO. 1345, Denton County, Texas and being part of a called 64.799 acre tract of land described in Deed to Graham Mortgage Corp., recorded in Document Number 2008-119378, Deed Records, Denton County, Texas and being part of a Tract I and Tract II, described in Deed to Graham Mortgage Corp., recorded in Document Number 2009-53985, Deed Records, Denton County, Texas, being part of that certain called 35.900 acre tract of land described in Deed to Liberty bankers Life Insurance Company, recorded in Document Number 2009-82198 of the Deed Records, Denton County, Texas, and being a portion of public right-of-way in Josey Lane, and being more particularly described as follows:

BEGINNING at the southwest corner of said 64.799 acre tract;

THENCE N 00°41'09" W, 1417.85 feet, with the west line of said 64.799 acre tract, to the northwest corner thereof, and being the southwest corner of a called 23.820 acre tract of land, described in Deed to Castle Hills Property Co., recorded in Document Number 2007-47966 of the Deed Records, Denton County, Texas;

THENCE N 63°04'50" E, 970.73 feet, with the north line of said 64.799 acre tract, and the south line of said 23.820 acre tract;

THENCE over, across and through said 64.799 acre tract, said Tracts I & II, said Josey Lane, and said 35.900 acre tract the following:

S 00°41'21" E, 1403.66 feet;

N 89°23'59" E, 1115.27 feet;

S 00°36'01" E, 2348.70 feet;

S 89°39'36" E, 1404.51 feet;

S 00°22'14" E, 10.00 feet;

S 89°39'36" E, 1092.32 feet;

S 01°48'35" E, 1002.41 feet;

N 89°39'36" W, 385.36 feet;

N 01°48'17" W, 487.04 feet;

N 89°39'36" W, 954.07 feet;

Northwesterly with the arc of a curve to the left having a radius of 1220.92 feet, a central angle of 00°55'17", an arc length of 19.63 feet, and whose chord bears N 38°34'40" W, 19.63 feet

N 33°29'21" W, 314.28 feet;

EXHIBIT B

S 80°53'26" W, 212.92 feet;

S 25°53'54" E, 10.45 feet to the southeast corner of said Tract II;

THENCE S 80°53'27" W, 1224.32 feet with the south line of said Tract II;

THENCE N 00°58'37" W, with the west line of Tract II, passing the northwest corner thereof, and being the southwest corner of Tract I, continuing a total distance of 2391.05 feet to the southeast corner of said 64.799 acre tract;

THENCE S 89°24'12" W, 1538.14 feet with the south line of said 64.799 acre tract, to the **POINT OF BEGINNING** and containing approximately 97.245 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or recreation of the boundary of the political subdivision for which it was prepared.

STATE OF TEXAS
REGISTERED
W. THAD MUHLEY III
5802
PROFESSIONAL
LAND SURVEYOR

3-19-19

EXHIBIT B

LEGAL DESCRIPTION
TRACT II

BEING a tract of land located in the R. P. HARDIN SURVEY, ABSTRACT NO. 613, BENJAMIN SCHOONOVER SURVEY, ABSTRACT NO. 1209, and the T.A. WEST SURVEY, ABSTRACT NO. 1345, Denton County, Texas and being part of a called 64.799 acre tract of land described in Deed to Graham Mortgage Corp., recorded in Document Number 2008-119378, Deed Records, Denton County, Texas and being part of a Tract I and Tract II, described in Deed to Graham Mortgage Corp., recorded in Document Number 2009-53985, Deed Records, Denton County, Texas, being part of that certain called 35.900 acre tract of land described in Deed to Liberty bankers Life Insurance Company, recorded in Document Number 2009-82198 of the Deed Records, Denton County, Texas, and being a portion of public right-of-way in Josey Lane, and being more particularly described as follows:

COMMENCING at the southwest corner of said 64.799 acre tract;

THENCE N 00°41'09" W, 1417.85 feet, with the west line of said 64.799 acre tract, to the northwest corner thereof, and being the southwest corner of a called 23.820 acre tract of land, described in Deed to Castle Hills Property Co., recorded in Document Number 2007-47966 of the Deed Records, Denton County, Texas;

THENCE N 63°04'50" E, 970.73 feet, with the north line of said 64.799 acre tract, and the south line of said 23.820 acre tract to the **POINT OF BEGINNING**;

THENCE N 63°04'50" E, 781.26 feet, with the north line of said 64.799 acre tract, and the south line of said 23.820 acre tract;

THENCE N 88°41'50" E, 237.48 feet with the north line of said 64.799 acre tract, and the south line of said 23.820 acre tract, to the west line of said Josey Lane;

THENCE S 11°03'38" E, 3.98 feet with the west line of said Josey Lane;

THENCE S 10°01'51" W, 162.53 feet with the west line of said Josey Lane;

THENCE S 13°35'01" E, 96.16 feet with the west line of said Josey Lane the northeast corner of a called 17.500 acre tract of land described in Deed to Lewisville Independent School District, recorded in Document Number 2007-23325 of the Deed Records, Denton County, Texas;

THENCE S 76°24'59" W, 455.05 feet with the north line of said 17.500 acre tract;

THENCE S 63°04'50" W, 322.19 feet with the north line of said 17.500 acre tract, to the northwest corner thereof;

THENCE S 10°52'54" E, 818.38 feet with the west line of said 17.500 acre tract, to the southwest corner thereof;

THENCE N 79°07'06" E, 858.33 feet with the south line of said 17.500 acre tract, to the southeast corner thereof, and being on the west line of said Josey Lane;

THENCE with the west line of said Josey Lane, the following:

EXHIBIT B

S 11°06'44" E, 14.22 feet;

S 04°55'44" E, passing the southeast corner of said 64.799 acre tract, and being the northeast corner of said Tract I, continuing a total distance of 803.95 feet;

S 10°38'46" E, 99.88 feet;

S 21°00'25" E, 304.79 feet;

S 01°15'59" W, 150.58 feet;

S 14°20'49" E, 153.75 feet;

S 10°39'22" E, 499.48 feet;

S 06°32'01" E, 309.69 feet;

THENCE N 73°41'29" E, passing at 271.27 feet the east line of said Josey Lane, being the southwest corner of that certain called 50.593 acre tract of land described in deed to Lewisville Independent School District, recorded in Document Number 2012-145205 of the Deed Records, Denton County, Texas and being the northwest corner of said 35.900 acre tract, continuing with the north line thereof, a total distance of 425.77 feet to a point of curvature of a curve to the right;

THENCE Northeasterly with the north line of said 35.900 acre tract, and the south line of said 50.593 acre tract, the arc of said curve, having a radius of 1200.00 feet, a central angle of 15°56'40", an arc length of 333.94 feet, and whose chord bears N 81°39'49" E, 332.86 feet;

THENCE over across and through said 35.900 acre tract, said Josey Lane, said Tracts I & II and said 64.799 acre tract, the following:

N 89°38'09" E, 259.09 feet

S 00°22'14" E, 829.92 feet;

N 89°39'36" W, 1404.51 feet;

N 00°36'01" W, 2348.70 feet;

S 89°23'59" W, 1115.27 feet;

N 00°41'21" W, 1403.66 feet, to the **POINT OF BEGINNING** and containing approximately 58.852 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or recreation of the boundary of the political subdivision for which it was prepared.

STATE OF TEXAS
REGISTERED
W. THAD MURFEY III
5802
PROFESSIONAL
LAND SURVEYOR

EXHIBIT C

Authorized Improvements

G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057
972-436-9712
TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 1 OF 1

Project: Hebron Residential Subdivisions

Development Probable Cost Summary

Project No. 13177

Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Southwestern Subdivision - 73 Lots	LS	1	$ 1,820,648	$ 1,820,648
2	Northwestern Subdivision - 299 Lots	LS	1	$ 6,731,680	$ 6,731,680
3	Southeastern Subdivision - 154 Lots	LS	1	$ 3,419,780	$ 3,419,780
4	Offsite Waterline Improvements	LS	1	$ 1,697,504	$ 1,697,504
5	ROW Acreage	AC	23.718	$ 100,000	$ 2,371,800
6	Public Walls	LS	1	$ 626,590	$ 626,590
7	Fire Station Lot (improved)	LS	1	$ 800,000	$ 800,000
8	PID Creation Costs Related	LS	1	$ 300,000	$ 300,000
				TOTAL PROJECT COST	$ 17,768,002

STATE OF TEXAS
ROBERT J. DOLLAK, JR.
86898
LICENSED
PROFESSIONAL ENGINEER

9/11/14

G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057
972-436-9712
TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST SHEET 1 OF 7

Project: Hebron Residential Subdivision - West of Josey (South)

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Utility Improvements - Water				$ 242,916.80
2	Utility Improvements - Sanitary Sewer				$ 254,985.85
3	Utility Improvements - Storm Sewer				$ 271,258.41
4	Paving Improvements				$ 862,024.62
5	Excavation				$ 21,562.50
	Total				$ 1,652,748.17
8	Engineering Fee	73		$ 2,000.00	$ 146,000.00
10	Survey	73		$ 300.00	$ 21,900.00
					$ 1,820,648
		TOTAL PROJECT COST			$ 1,820,648

G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057
972-436-9712
TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST SHEET 2 OF 7

Project: Hebron Residential Subdivision - West of Josey (South)

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	8" Waterline	LF	2,950	$ 29.00	$ 85,550.00
2	Fire Hydrant Assembly (inc. tee, gv, lead)	EA	5	$ 4,500.00	$ 22,500.00
3	16"X8" Tapping Sleeve and Valve	EA	2	$ 10,000.00	$ 20,000.00
4	Single Domestic Service	EA	73	$ 750.00	$ 54,750.00
5	Irrigation Taps and Meters	EA	2	$ 2,000.00	$ 4,000.00
6	Trench Safety	LF	2,950	$ 1.00	$ 2,950.00
	Total				$ 189,750.00
7	Waterline Testing (assumes 4%)	LS	1	-	$ 7,472.00
8	Inspection Fees (assumes 3.5%)	LS	1	-	$ 6,538.00
9	Bonds (assumes 4%)	LS	1	-	$ 7,472.00
		SHEET SUBTOTAL			$ 211,232.00
		CONST. CONTING. (15%)			$ 31,684.80
		SHEET SUBTOTAL			$ 242,916.80

G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057
972-436-9712
TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST SHEET 3 OF 7

Project: Hebron Residential Subdivision - West of Josey (South)

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	8" Sanitary Sewer	LF	2,845	$ 29.00	$ 82,505.00
2	Sanitary Sewer Manhole	EA	12	$ 4,500.00	$ 54,000.00
3	Sanitary Service	EA	73	$ 750.00	$ 54,750.00
4	Connection to Existing Manhole	EA	1	$ 2,500.00	$ 2,500.00
5	Trench Safety	LF	2,845	$ 2.00	$ 5,690.00
	Total				$ 199,445.00
6	Sanitary Sewer Testing (assumes 4%)	LS	1	-	$ 7,750.20
7	Inspection Fees (assumes 3.5%)	LS	1	-	$ 6,781.43
8	Bonds (assumes 4%)	LS	1	-	$ 7,750.20
		SHEET SUBTOTAL			$ 221,726.83
		CONST. CONTING. (15%)			$ 33,259.02
		SHEET SUBTOTAL			$ 254,985.85

G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057
972-436-9712
TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST SHEET 4 OF 7

Project: Hebron Residential Subdivision - West of Josey (South)

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	18" RCP	LF	1,195	$ 55.00	$ 65,725.00
2	21" RCP	LF	225	$ 60.00	$ 13,500.00
3	24" RCP	LF	250	$ 65.00	$ 16,250.00
4	36" RCP	LF	275	$ 120.00	$ 33,000.00
5	42" RCP	LF	130	$ 150.00	$ 19,500.00
6	Curb Inlets	EA	14	$ 3,200.00	$ 44,800.00
7	Junction Boxes/Manholes	EA	3	$ 5,000.00	$ 15,000.00
8	Type "B" Headwall on 42" RCP"	EA	1	$ 8,750.00	$ 8,750.00
9	Trench Safety	LF	2,075	$ 1.50	$ 3,112.50
	Total				$ 219,637.50
10	Inspection Fees (assumes 3.5%)	LS	1	-	$ 7,578.38
11	Bonds (assumes 4%)	LS	1	-	$ 8,661.00
		SHEET SUBTOTAL			$ 235,876.88
		CONST. CONTING. (15%)			$ 35,381.53
		SHEET SUBTOTAL			$ 271,258.41

G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057
972-436-9712
TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST SHEET 5 OF 7

Project: Hebron Residential Subdivision - West of Josey (South)

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
	Internal Paving				
1	6", 3000 PSI Conc. Pvmt w/ #3 @ 18" o.c.e.w.	SY	11,365	$ 44.00	$ 500,060.00
2	6" Stabilized Subgrade	SY	11,935	$ 6.00	$ 71,610.00
3	Lime for Stabilization (30#/SY)	TON	179	$ 200.00	$ 35,805.00
4	Excavation (Streets)	CY	7,960	$ 5.00	$ 39,800.00
5	Sidewalks - Perimeter (4')	SF	3,000	$ 5.00	$ 15,000.00
5	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00
	Total				$ 672,275.00
6	Testing (assumes 4%)	LS	1	-	$ 26,891.00
7	Inspection Fees (assumes 3.5%)	LS	1	-	$ 23,529.63
8	Bonds (assumes 4%)	LS	1	-	$ 26,891.00
		SHEET SUBTOTAL			$ 749,586.63
		CONST. CONTING (15%)			$ 112,437.99
		SHEET SUBTOTAL			$ 862,024.62

G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057
972-436-9712
TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST SHEET 6 OF 7

Project: Hebron Residential Subdivision - West of Josey (South)

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Erosion Control	LS	1	$ 14,750.00	$ 14,750.00
2	Construction Entrance	LS	1	$ 4,000.00	$ 4,000.00
		SHEET SUBTOTAL			$ 18,750.00
		CONST. CONTING. (15%)			$ 2,812.50
		SHEET SUBTOTAL			$ 21,562.50

G&A CONSULTANTS, LLC
111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057
972-436-9712
TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST SHEET 7 OF 7

Project: Hebron Residential Subdivision - West of Josey (South)

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Installations or Relocations - gas, electric, telephone, street lights, etc.
- Assumption is that all dirt will be from/remain on subject Property - Location to be determined
- Homeowner Association Trails and Open Space Amenities
- Impact Fees
- Inspection Fees and bonds
- Lot Benching and Grading
- Lot Retaining Walls

This estimate assumes that that subgrade treatment is to be lime and not cement stabilized but does not include moisture conditioning for lots. Actual treatment is to be determined by the Geotech Engineer.

These tabulation sheets are intended to identify the construction items for the proposed residential. development northwest of the intersection of FM 544 and Josey Lane. Efforts were made to identify all cost items identified with a preliminary lot and utility layout. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted in the future construction plans. The Contractor is to review the plans and determine the actual items and quantities that they are bidding.

The phasing of the development may change the anticipated quantities or add additional items to the proposed construction not listed above.

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 1 OF 7

Project: Hebron Residential Subdivision -West of Josey 133 LOTS Phase I

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Utility Improvements - Water				$ 440,953.56
2	Utility Improvements - Sanitary Sewer				$ 431,716.76
3	Utility Improvements - Storm Sewer				$ 334,255.26
4	Paving Improvements				$ 1,540,298.97
5	Excavation				$ 35,247.50
	Total				$ 2,782,472.04
6	Engineering/Construction Admin	Lot	133	$ 2,000.00	$ 266,000.00
7	Survey	Lot	133	$ 300.00	$ 39,900.00
					$ 3,088,372
		TOTAL PROJECT COST			$ 3,088,372

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 2 OF 7

Project: Hebron Residential Subdivision -West of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	8" Waterline	LF	5,475	$ 29.00	$ 158,775.00
2	Fire Hydrant Assembly (inc. tee, gv, lead)	EA	12	$ 4,500.00	$ 54,000.00
4	16"X8" Tapping Sleeve and Valve	EA	2	$ 10,000.00	$ 20,000.00
5	Single Domestic Service	EA	133	$ 750.00	$ 99,750.00
6	Irrigation Taps and Meters	EA	2	$ 2,000.00	$ 4,000.00
7	Trench Safety	LF	5,475	$ 1.50	$ 8,212.50
	Total				$ 344,737.50
8	Waterline Testing (assumes 4%)	LS	1	-	$ 13,461.00
9	Inspection Fees (assumes 3.5%)	LS	1	-	$ 11,778.38
10	Bonds (assumes 4%)	LS	1	-	$ 13,461.00
		SHEET SUBTOTAL			$ 383,437.88
		CONST. CONTING. (15%)			$ 57,515.68
		TOTAL PROJECT COST			$ 440,953.56

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 3 OF 7

Project: Hebron Residential Subdivision - West of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	8" Sanitary Sewer	LF	5,275	$ 29.00	$ 152,975.00
2	Sanitary Sewer Manhole	EA	16	$ 4,500.00	$ 72,000.00
3	Sanitary Service	EA	133	$ 750.00	$ 99,750.00
4	Connection to Existing Manhole	EA	1	$ 2,500.00	$ 2,500.00
5	Trench Safety	LF	5,275	$ 2.00	$ 10,550.00
	Total				$ 337,775.00
6	Sanitary Sewer Testing (assumes 4%)	LS	1	-	$ 13,089.00
7	Inspection Fees (assumes 3.5%)	LS	1	-	$ 11,452.88
8	Bonds (assumes 4%)	LS	1	-	$ 13,089.00
		SHEET SUBTOTAL			$ 375,405.88
		CONST. CONTING. (15%)			$ 56,310.88
		TOTAL PROJECT COST			$ 431,716.76

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 4 OF 7

Project: Hebron Residential Subdivision - West of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	18" RCP	LF	1430	$ 55.00	$ 78,650.00
2	24" RCP	LF	950	$ 65.00	$ 61,750.00
3	30" RCP	LF	105	$ 78.00	$ 8,190.00
4	36" RCP	LF	250	$ 120.00	$ 30,000.00
5	Curb Inlets	EA	16	$ 3,200.00	$ 51,200.00
6	Junction Boxes/Manholes	EA	3	$ 5,000.00	$ 15,000.00
7	Type "B" Headwall on RCP 18"	EA	1	$ 5,000.00	$ 5,000.00
8	Type "B" Headwall on RCP 30"	EA	1	$ 7,500.00	$ 7,500.00
9	Type "B" Headwall on RCP 36"	EA	1	$ 8,000.00	$ 8,000.00
10	Trench Safety	LF	2,735	$ 2.00	$ 5,470.00
	Total				$ 270,760.00
11	Inspection Fees (assumes 3.5%)	LS	1	-	$ 9,285.15
12	Bonds (assumes 4%)	LS	1	-	$ 10,611.60
		SHEET SUBTOTAL			$ 290,656.75
		CONST. CONTING. (15%)			$ 43,598.51
		TOTAL PROJECT COST			$ 334,255.26

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 5 OF 7

Project: Hebron Residential Subdivision - West of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	6", 3000 PSI Conc. Pvmt w/ #3 @ 18" o.c.e.w.	SY	20,345	$ 44.00	$ 895,180.00
2	6" Stabilized Subgrade	SY	21,362	$ 6.00	$ 128,172.00
3	Lime for Stabilization (30#/SY)	TON	320	$ 200.00	$ 64,086.00
4	Excavation (Streets)	CY	14,242	$ 5.00	$ 71,210.00
5	Sidewalks - Perimeter (4')	SF	6,520	$ 5.00	$ 32,599.00
6	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00
	Total				$ 1,201,247.00
7	Testing (assumes 4%)	LS	1	-	$ 48,049.88
8	Inspection Fees (assumes 3.5%)	LS	1	-	$ 42,043.65
9	Bonds (assumes 4%)	LS	1	-	$ 48,049.88
		SHEET SUBTOTAL			$ 1,339,390.41
		CONST. CONTING. (15%)			$ 200,908.56
		TOTAL PROJECT COST			$ 1,540,298.97

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 6 OF 7

Project: Hebron Residential Subdivision - West of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Erosion Control	LS	1	$ 26,650.00	$ 26,650.00
2	Construction Entrance	LS	1	$ 4,000.00	$ 4,000.00
		SHEET SUBTOTAL			$ 30,650.00
		CONST. CONTING. (15%)			$ 4,597.50
		TOTAL PROJECT COST			$ 35,247.50

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Project: Hebron Residential Subdivision - West of Josey

Development Probably Cost Summary

Project No. 13177 Date: September 11, 2014

Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Installations or Relocations - gas, electric, telephone, street lights, etc.
- Assumption is that all dirt will be from/remain on subject Property - Location to be determined
- Homeowner Association Trails and Open Space Amenities
- Impact Fees
- Lot Retaining Walls
- Amenity Center
- Lot Benching and Grading

The inspections fee information identified above is based on those items that will be publically maintained.

Inspection fees are based on the cost of improvements, therefore the costs identified above will change based upon the actual costs provided by the contractors.

This estimate assumes that that subgrade treatment is to be lime and not cement stabilized. Actual treatment is to be determined by the Geotech Engineer prior to installation.

These tabulation sheets are intended to identify the construction items for the proposed residential. development northeast of the intersection of FM 544 and Josey Lane. Efforts were made to identify all cost items identified with a preliminary lot and utility layout. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted in the future construction plans. The Contractor is to review the plans and determine the actual items and quantities that they are bidding.

The bonding information listed above is in line with the Engineer's understanding of typical City bonding requirements. Other types or additional years or percentages may be required by certain cities, contractor is to verify City requirements.

The phasing of the development may change the anticipated quantities or add additional items to the proposed construction not listed above.

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 1 OF 7

Project: Hebron Residential Subdivision - West of Josey 166 LOTS Phase II

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Utility Improvements - Water				$ 503,530.09
2	Utility Improvements - Sanitary Sewer				$ 508,341.40
3	Utility Improvements - Storm Sewer				$ 454,874.59
4	Paving Improvements				$ 1,751,924.07
5	Excavation				$ 42,837.50
	Total				$ 3,261,507.65
6	Engineering/Construction Admin	Lot	166	$ 2,000.00	$ 332,000.00
7	Survey	Lot	166	$ 300.00	$ 49,800.00
					$ 3,643,308
		TOTAL PROJECT COST			$ 3,643,308

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Project: Hebron Residential Subdivision - West of Josey 166 Lots

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	8" Waterline	LF	6,350	$ 29.00	$ 184,150.00
2	Fire Hydrant Assembly (inc. tee, gv, lead)	EA	15	$ 4,500.00	$ 67,500.00
3	Connect to Ex. 8" Waterline	EA	2	$ 4,000.00	$ 8,000.00
4	Single Domestic Service	EA	166	$ 750.00	$ 124,500.00
5	Trench Safety	LF	6,350	$ 1.50	$ 9,525.00
	Total				$ 393,675.00
6	Waterline Testing (assumes 4%)	LS	1	-	$ 15,366.00
7	Inspection Fees (assumes 3.5%)	LS	1	-	$ 13,445.25
8	Bonds (assumes 4%)	LS	1	-	$ 15,366.00
		SHEET SUBTOTAL			$ 437,852.25
		CONST. CONTING. (15%)			$ 65,677.84
		TOTAL PROJECT COST			$ 503,530.09

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 3 OF 7

Project: Hebron Residential Subdivision - West of Josey 166 Lots

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	8" Sanitary Sewer	LF	5,600	$ 29.00	$ 162,400.00
2	Sanitary Sewer Manhole	EA	21	$ 4,500.00	$ 94,500.00
3	Sanitary Service	EA	166	$ 750.00	$ 124,500.00
4	Connection to Existing Manhole	EA	2	$ 2,500.00	$ 5,000.00
5	Trench Safety	LF	5,600	$ 2.00	$ 11,200.00
	Total				$ 397,600.00
6	Sanitary Sewer Testing (assumes 4%)	LS	1	-	$ 15,456.00
7	Inspection Fees (assumes 3.5%)	LS	1	-	$ 13,524.00
8	Bonds (assumes 4%)	LS	1	-	$ 15,456.00
		SHEET SUBTOTAL			$ 442,036.00
		CONST. CONTING. (15%)			$ 66,305.40
		TOTAL PROJECT COST			$ 508,341.40

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 4 OF 7

Project: Hebron Residential Subdivision - West of Josey 166 Lots

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	18" RCP	LF	2830	$ 55.00	$ 155,650.00
2	24" RCP	LF	805	$ 65.00	$ 52,325.00
3	30" RCP	LF	50	$ 78.00	$ 3,900.00
4	36" RCP	LF	170	$ 120.00	$ 20,400.00
5	Curb Inlets	EA	25	$ 3,200.00	$ 80,000.00
6	Junction Boxes/Manholes	EA	3	$ 5,000.00	$ 15,000.00
7	Type "B" Headwall on RCP 18"	EA	1	$ 5,000.00	$ 5,000.00
8	Type "B" Headwall on RCP 24"	EA	2	$ 6,500.00	$ 13,000.00
9	Type "B" Headwall on RCP 30"	EA	1	$ 7,500.00	$ 7,500.00
10	Type "B" Headwall on RCP 36"	EA	1	$ 8,000.00	$ 8,000.00
11	Trench Safety	LF	3,855	$ 2.00	$ 7,710.00
	Total				$ 368,485.00
12	Inspection Fees (assumes 3.5%)	LS	1	-	$ 12,627.13
13	Bonds (assumes 4%)	LS	1	-	$ 14,431.00
		SHEET SUBTOTAL			$ 395,543.13
		CONST. CONTING. (15%)			$ 59,331.47
		TOTAL PROJECT COST			$ 454,874.59

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 5 OF 7

Project: Hebron Residential Subdivision - West of Josey 166 Lots

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	6", 3000 PSI Conc. Pvmt w/ #3 @ 18" o.c.e.w.	SY	23,815	$ 44.00	$ 1,047,860.00
2	6" Stabilized Subgrade	SY	25,006	$ 6.00	$ 150,036.00
3	Lime for Stabilization (30#/SY)	TON	375	$ 200.00	$ 75,018.00
4	Excavation (Streets)	CY	16,675	$ 5.00	$ 83,375.00
5	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00
	Total				$ 1,366,289.00
6	Testing (assumes 4%)	LS	1	-	$ 54,651.56
7	Inspection Fees (assumes 3.5%)	LS	1	-	$ 47,820.12
8	Bonds (assumes 4%)	LS	1	-	$ 54,651.56
		SHEET SUBTOTAL			$ 1,523,412.24
		CONST. CONTING. (15%)			$ 228,511.84
		TOTAL PROJECT COST			$ 1,751,924.07

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 6 OF 7

Project: Hebron Residential Subdivision - West of Josey 166 Lots

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Erosion Control	LS	1	$ 33,250.00	$ 33,250.00
2	Construction Entrance	LS	1	$ 4,000.00	$ 4,000.00
		SHEET SUBTOTAL			$ 37,250.00
		CONST. CONTING. (15%)			$ 5,587.50
		TOTAL PROJECT COST			$ 42,837.50

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Project: Hebron Residential Subdivision - West of Josey

Development Probably Cost Summary

Project No. 13177 Date: September 11, 2014

Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Installations or Relocations - gas, electric, telephone, street lights, etc.
- Assumption is that all dirt will be from/remain on subject Property - Location to be determined
- Homeowner Association Trails and Open Space Amenities
- Impact Fees
- Lot Retaining Walls
- Lot Grading

The inspections fee information identified above is based on those items that will be publically maintained.

Inspection fees are based on the cost of improvements, therefore the costs identified above will change based upon the actual costs provided by the contractors.

This estimate assumes that that subgrade treatment is to be lime and not cement stabilized. Actual treatment is to be determined by the Geotech Engineer prior to installation.

These tabulation sheets are intended to identify the construction items for the proposed residential. development northeast of the intersection of FM 544 and Josey Lane. Efforts were made to identify all cost items identified with a preliminary lot and utility layout. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted in the future construction plans. The Contractor is to review the plans and determine the actual items and quantities that they are bidding.

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The phasing of the development may change the anticipated quantities or add additional items to the proposed construction not listed above.

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 1 OF 7

Project: Hebron Residential Subdivision - East of Josey 53 LOTS Phase I

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Utility Improvements - Water				$ 175,260.43
2	Utility Improvements - Sanitary Sewer				$ 170,180.19
3	Utility Improvements - Storm Sewer				$ 212,540.84
4	Paving Improvements				$ 580,734.37
5	Excavation				$ 16,962.50
	Total				$ 1,155,678.34
6	Engineering/Construction Admin	Lot	53	$ 2,000.00	$ 106,000.00
7	Survey	Lot	53	$ 300.00	$ 15,900.00
		TOTAL PROJECT COST			$ 1,277,578

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Project: Hebron Residential Subdivision - East of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	8" Waterline	LF	1,975	$ 29.00	$ 57,275.00
2	Fire Hydrant Assembly (inc. tee, gv, lead)	EA	6	$ 4,500.00	$ 27,000.00
3	Connect to Ex. 8" Waterline	EA	2	$ 4,000.00	$ 8,000.00
4	Single Domestic Service	EA	53	$ 750.00	$ 39,750.00
5	Irrigation Taps and Meters	EA	1	$ 2,000.00	$ 2,000.00
6	Trench Safety	LF	1,975	$ 1.50	$ 2,962.50
	Total				$ 136,987.50
7	Waterline Testing (assumes 4%)	LS	1	-	$ 5,361.00
8	Inspection Fees (assumes 3.5%)	LS	1	-	$ 4,690.88
9	Bonds (assumes 4%)	LS	1	-	$ 5,361.00
		SHEET SUBTOTAL			$ 152,400.38
		CONST. CONTING. (15%)			$ 22,860.06
		TOTAL PROJECT COST			$ 175,260.43

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Project: Hebron Residential Subdivision - East of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	8" Sanitary Sewer	LF	1,915	$ 29.00	$ 55,535.00
2	Sanitary Sewer Manhole	EA	7	$ 4,500.00	$ 31,500.00
3	Sanitary Service	EA	53	$ 750.00	$ 39,750.00
4	Connection to Existing Manhole	EA	1	$ 2,500.00	$ 2,500.00
5	Trench Safety	LF	1,915	$ 2.00	$ 3,830.00
	Total				$ 133,115.00
6	Sanitary Sewer Testing (assumes 4%)	LS	1	-	$ 5,171.40
7	Inspection Fees (assumes 3.5%)	LS	1	-	$ 4,524.98
8	Bonds (assumes 4%)	LS	1	-	$ 5,171.40
		SHEET SUBTOTAL			$ 147,982.78
		CONST. CONTING. (15%)			$ 22,197.42
		TOTAL PROJECT COST			$ 170,180.19

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Project: Hebron Residential Subdivision - East of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	18" RCP	LF	1225	$ 55.00	$ 67,375.00
2	24" RCP	LF	350	$ 65.00	$ 22,750.00
3	30" RCP	LF	225	$ 78.00	$ 17,550.00
4	Curb Inlets	EA	12	$ 3,200.00	$ 38,400.00
5	Junction Boxes/Manholes	EA	3	$ 5,000.00	$ 15,000.00
6	Type "B" Headwall on RCP 30"	EA	1	$ 7,500.00	$ 7,500.00
7	Trench Safety	LF	1,800	$ 2.00	$ 3,600.00
	Total				$ 172,175.00
8	Inspection Fees (assumes 3.5%)	LS	1	-	$ 5,900.13
9	Bonds (assumes 4%)	LS	1	-	$ 6,743.00
		SHEET SUBTOTAL			$ 184,818.13
		CONST. CONTING. (15%)			$ 27,722.72
		TOTAL PROJECT COST			$ 212,540.84

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 5 OF 7

Project: Hebron Residential Subdivision - East of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	6", 3000 PSI Conc. Pvmt w/ #3 @ 18" o.c.e.w.	SY	7,415	$ 44.00	$ 326,260.00
2	6" Stabilized Subgrade	SY	7,786	$ 6.00	$ 46,716.00
3	Lime for Stabilization (30#/SY)	TON	117	$ 200.00	$ 23,358.00
4	Excavation (Streets)	CY	5,195	$ 5.00	$ 25,975.00
5	Sidewalks - Perimeter (4')	SF	4,325	$ 5.00	$ 21,625.00
6	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00
	Total				$ 453,934.00
7	Testing (assumes 4%)	LS	1	-	$ 17,757.36
8	Inspection Fees (assumes 3.5%)	LS	1	-	$ 15,537.69
9	Bonds (assumes 4%)	LS	1	-	$ 17,757.36
		SHEET SUBTOTAL			$ 504,986.41
		CONST. CONTING. (15%)			$ 75,747.96
		TOTAL PROJECT COST			$ 580,734.37

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972-436-9712
TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 6 OF 7

Project: Hebron Residential Subdivision - East of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Erosion Control	LS	1	$ 10,750.00	$ 10,750.00
2	Construction Entrance	LS	1	$ 4,000.00	$ 4,000.00
		SHEET SUBTOTAL			$ 14,750.00
		CONST. CONTING. (15%)			$ 2,212.50
		TOTAL PROJECT COST			$ 16,962.50

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Project: Hebron Residential Subdivision - East of Josey 53 LOTS

Development Probably Cost Summary

Project No. 13177 Date: September 11, 2014

Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Installations or Relocations - gas, electric, telephone, street lights, etc.
- Assumption is that all dirt will be from/remain on subject Property - Location to be determined
- Homeowner Association Trails and Open Space Amenities
- Impact Fees
- Lot Benching and Grading
- Lot Retaining Walls

The inspections fee information identified above is based on those items that will be publically maintained.

Inspection fees are based on the cost of improvements, therefore the costs identified above will change based upon the actual costs provided by the contractors.

This estimate assumes that the subgrade treatment is to be lime and not cement stabilized. Actual treatment is to be determined by the Geotech Engineer prior to installation.

These tabulation sheets are intended to identify the construction items for the proposed residential development northeast of the intersection of FM 544 and Josey Lane. Efforts were made to identify all cost items identified with a preliminary lot and utility layout. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted in the future construction plans. The Contractor is to review the plans and determine the actual items and quantities that they are bidding.

The bonding information listed above is in line with the Engineer's understanding of typical City bonding requirements. Other types or additional years or percentages may be required by certain cities, contractor is to verify City requirements.

The phasing of the development may change the anticipated quantities or add additional items to the proposed construction not listed above.

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TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 1 OF 7

Project: Hebron Residential Subdivision - East of Josey 101 LOTS Phase II

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Utility Improvements - Water				$ 257,931.09
2	Utility Improvements - Sanitary Sewer				$ 317,781.54
3	Utility Improvements - Storm Sewer				$ 234,081.21
4	Paving Improvements				$ 1,072,220.80
5	Excavation				$ 27,887.50
	Total				$ 1,909,902.13
6	Engineering/Construction Admin	Lot	101	$ 2,000.00	$ 202,000.00
7	Survey	Lot	101	$ 300.00	$ 30,300.00
		TOTAL PROJECT COST			$ 2,142,202

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 2 OF 7

Project: Hebron Residential Subdivision - East of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	8" Waterline	LF	3,490	$ 29.00	$ 101,210.00
2	Fire Hydrant Assembly (inc. tee, gv, lead)	EA	3	$ 4,500.00	$ 13,500.00
3	Connect to Ex. 8" Waterline	EA	1	$ 4,000.00	$ 4,000.00
4	Single Domestic Service	EA	101	$ 750.00	$ 75,750.00
5	Irrigation Taps and Meters	EA	1	$ 2,000.00	$ 2,000.00
6	Trench Safety	LF	3,490	$ 1.50	$ 5,235.00
	Total				$ 201,695.00
7	Waterline Testing (assumes 4%)	LS	1	-	$ 7,858.40
8	Inspection Fees (assumes 3.5%)	LS	1	-	$ 6,876.10
9	Bonds (assumes 4%)	LS	1	-	$ 7,858.40
		SHEET SUBTOTAL			$ 224,287.90
		CONST. CONTING. (15%)			$ 33,643.19
		TOTAL PROJECT COST			$ 257,931.09

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 3 OF 7

Project: Hebron Residential Subdivision - East of Josey

Development Probable Cost Summary

Project No. 13177

Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	8" Sanitary Sewer	LF	3,315	$ 29.00	$ 96,135.00
2	Sanitary Sewer Manhole	EA	15	$ 4,500.00	$ 67,500.00
3	Sanitary Service	EA	101	$ 750.00	$ 75,750.00
4	Connection to Existing Manhole	EA	1	$ 2,500.00	$ 2,500.00
5	Trench Safety	LF	3,315	$ 2.00	$ 6,630.00
	Total				$ 248,515.00
6	Sanitary Sewer Testing (assumes 4%)	LS	1	-	$ 9,675.40
7	Inspection Fees (assumes 3.5%)	LS	1	-	$ 8,465.98
8	Bonds (assumes 4%)	LS	1	-	$ 9,675.40
		SHEET SUBTOTAL			$ 276,331.78
		CONST. CONTING. (15%)			$ 41,449.77
		TOTAL PROJECT COST			$ 317,781.54

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 4 OF 7

Project: Hebron Residential Subdivision - East of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	18" RCP	LF	1400	$ 55.00	$ 77,000.00
2	24" RCP	LF	515	$ 65.00	$ 33,475.00
3	30" RCP	LF	245	$ 78.00	$ 19,110.00
5	Type "B" Headwall on RCP 24"	EA	1	$ 5,000.00	$ 5,000.00
6	Curb Inlets	EA	16	$ 3,200.00	$ 51,200.00
7	Trench Safety	LF	1,915	$ 2.00	$ 3,830.00
	Total				$ 189,615.00
8	Inspection Fees (assumes 3.5%)	LS	1	-	$ 6,502.48
9	Bonds (assumes 4%)	LS	1	-	$ 7,431.40
		SHEET SUBTOTAL			$ 203,548.88
		CONST. CONTING. (15%)			$ 30,532.33
		TOTAL PROJECT COST			$ 234,081.21

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 5 OF 7

Project: Hebron Residential Subdivision - East of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	6", 3000 PSI Conc. Pvmt w/ #3 @ 18" o.c.e.w.	SY	14,525	$ 44.00	$ 639,100.00
2	6" Stabilized Subgrade	SY	15,251	$ 6.00	$ 91,506.00
3	Lime for Stabilization (30#/SY)	TON	229	$ 200.00	$ 45,753.00
4	Excavation (Streets)	CY	10,175	$ 5.00	$ 50,875.00
5	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00
	Total				$ 837,234.00
6	Testing (assumes 4%)	LS	1	-	$ 33,089.36
7	Inspection Fees (assumes 3.5%)	LS	1	-	$ 28,953.19
8	Bonds (assumes 4%)	LS	1	-	$ 33,089.36
		SHEET SUBTOTAL			$ 932,365.91
		CONST. CONTING. (15%)			$ 139,854.89
		TOTAL PROJECT COST			$ 1,072,220.80

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 6 OF 7

Project: Hebron Residential Subdivision - East of Josey

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Erosion Control	LS	1	$ 20,250.00	$ 20,250.00
2	Construction Entrance	LS	1	$ 4,000.00	$ 4,000.00
		SHEET SUBTOTAL			$ 24,250.00
		CONST. CONTING. (15%)			$ 3,637.50
		TOTAL PROJECT COST			$ 27,887.50

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Project: Hebron Residential Subdivision - East of Josey 101 LOTS

Development Probably Cost Summary

Project No. 13177 Date: September 11, 2014

Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Installations or Relocations - gas, electric, telephone, street lights, etc.
- Assumption is that all dirt will be from/remain on subject Property - Location to be determined
- Homeowner Association Trails and Open Space Amenities
- Impact Fees
- Lot Benching and Grading
- Lot Retaining Walls

The inspections fee information identified above is based on those items that will be publically maintained.

Inspection fees are based on the cost of improvements, therefore the costs identified above will change based upon the actual costs provided by the contractors.

This estimate assumes that that subgrade treatment is to be lime and not cement stabilized. Actual treatment is to be determined by the Geotech Engineer prior to installation.

These tabulation sheets are intended to identify the construction items for the proposed residential. development northeast of the intersection of FM 544 and Josey Lane. Efforts were made to identify all cost items identified with a preliminary lot and utility layout. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted in the future construction plans. The Contractor is to review the plans and determine the actual items and quantities that they are bidding.

The bonding information listed above is in line with the Engineer's understanding of typical City bonding requirements. Other types or additional years or percentages may be required by certain cities, contractor is to verify City requirements.

The phasing of the development may change the anticipated quantities or add additional items to the proposed construction not listed above.

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 1 OF 3

Project: Josey Lane Offsite Waterline Improvements

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	Utility Improvements - Water				$ 1,476,090.38
2	Engineering/Surveying @ 15%				$ 221,413.56
					$ 1,697,504
		TOTAL PROJECT COST			$ 1,697,504

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

SHEET 2 OF 3

Project: Josey Lane Offsite Waterline Improvements

Development Probable Cost Summary

Project No. 13177 Date: September 11, 2014

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	TOTAL COST
1	12" Waterline	LF	10,190	$ 52.00	$ 529,880.00
1	8" Waterline	LF	435	$ 29.00	$ 12,615.00
2	24" Steel Encasement Pipe/Road Bore	LF	1,115	$ 425.00	$ 473,875.00
3	12" Steel Encasement Pipe/Road Bore	LF	435	$ 300.00	$ 130,500.00
4	12"x6" Tee; 6" Gate Valve; Fire Hydrant Assembly	EA	9	$ 4,000.00	$ 36,000.00
5	Connect to Ex. 16" Waterline	EA	2	$ 4,000.00	$ 8,000.00
6	12" Gate Valve	EA	9	$ 6,000.00	$ 54,000.00
7	Trench Safety	LF	10,625	$ 1.50	$ 15,937.50
	Total				$ 1,260,807.50
8	Waterline Testing (assumes 4%)	LS	1	-	$ 50,432.30
9	Inspection Fees (assumes 3.5%)	LS	1	-	$ 44,128.26
10	Bonds (assumes 4%)	LS	1	-	$ 50,432.30
		SHEET SUBTOTAL			$ 1,405,800.36
		CONST. CONTING. (5%)			$ 70,290.02
		TOTAL PROJECT COST			$ 1,476,090.38

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111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057
972-436-9712
TBPE FIRM NO. 1798

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Project: Hebron Residential Subdivision - West of Josey

Development Probably Cost Summary

Project No. 13177 Date: September 11, 2014

Estimate does not include:

Mobilization or Insurance

The inspections fee information identified above is based on those items that will be publically maintained.

Inspection fees are based on the cost of improvements, therefore the costs identified above will change based upon the actual costs provided by the contractors.

These tabulation sheets are intended to identify the construction items for the proposed offsite 12" waterline along FM 544 to Josey Lane to the intersection of Josey and Windhaven. Efforts were made to identify all cost items identified with a preliminary utility layout. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted in the future construction plans. The Contractor is to review the plans and determine the actual items and quantities that they are bidding.

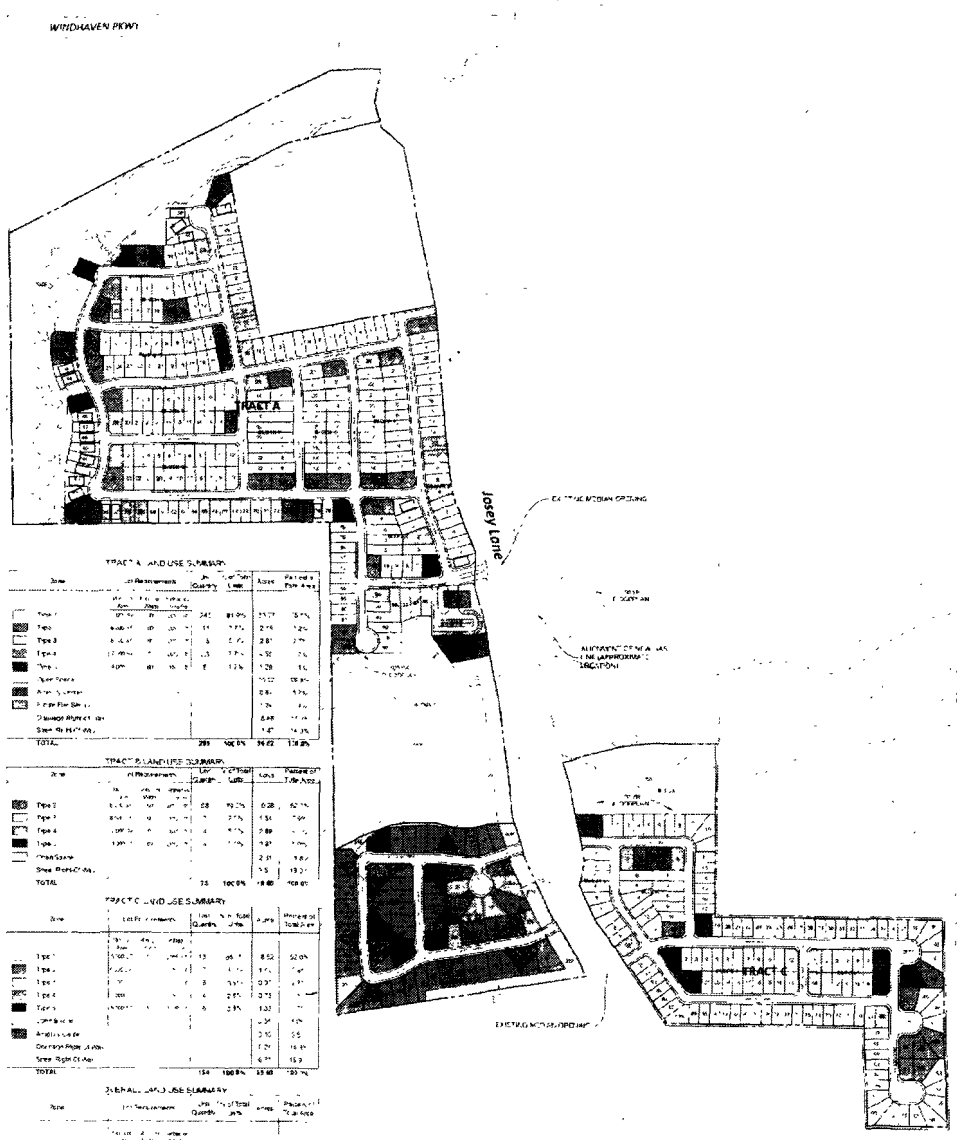
The bonding information listed above is in line with the Engineer's understanding of typical City bonding requirements. Other types or additional years or percentages may be required by certain cities, contractor is to verify City requirements.

The phasing of the development may change the anticipated quantities or add additional items to the proposed construction not listed above.

EXHIBIT D

Concept Plan

EXHIBIT D



TRACT A LAND USE SUMMARY

Zone	Lot Requirements	Lot Quantity	% of Total Lots	Acres	Percent of Tract Area
Type 1		241	81.9%	31.77	37.5%
Type 2		31	10.5%	2.74	3.2%
Type 3		8	2.7%	2.81	3.3%
Type 4		13	4.4%	4.32	5.1%
Type 5		2	0.7%	1.28	1.5%
Open Space				15.12	17.8%
Amenity Center				0.8	0.9%
Private Park Space				1.2	1.4%
Drainage Right-of-Way				6.48	7.6%
Street Right-of-Way				1.47	14.3%
TOTAL		295	100.0%	84.72	100.0%

TRACT B LAND USE SUMMARY

Zone	Lot Requirements	Lot Quantity	% of Total Lots	Acres	Percent of Tract Area
Type 2		68	89.5%	6.28	42.1%
Type 3		4	5.3%	1.51	10.1%
Type 4		4	5.3%	2.89	19.4%
Type 5		4	5.3%	1.87	12.5%
Open Space				2.21	14.8%
Street Right-of-Way				1.13	13.1%
TOTAL		76	100.0%	14.89	100.0%

TRACT C LAND USE SUMMARY

Zone	Lot Requirements	Lot Quantity	% of Total Lots	Acres	Percent of Tract Area
Type 1		13	85.7%	8.52	52.0%
Type 2		1	6.7%	1.14	6.9%
Type 3		1	6.7%	0.97	5.9%
Type 4		1	6.7%	0.73	4.4%
Type 5		1	6.7%	1.02	6.2%
Open Space				0.82	5.0%
Amenity Center				0.91	5.5%
Drainage Right-of-Way				1.29	7.9%
Street Right-of-Way		1		0.77	15.9%
TOTAL		154	100.0%	16.38	100.0%

OVERALL LAND USE SUMMARY

Zone	Lot Requirements	Lot Quantity	% of Total Lots	Acres	Percent of Total Area
Type 1		479	75.5%	52.39	34.5%
Type 2		99	15.6%	13.8	9.1%
Type 3		28	4.4%	5.12	3.4%
Type 4		19	3.0%	9.19	6.1%
Type 5		7	1.1%	3.14	2.1%
Open Space				22.56	14.9%
Amenity Center				1.71	1.1%
Private Park Space				1.2	0.8%
Drainage Right-of-Way				13.94	9.2%
Street Right-of-Way				2.24	1.5%
TOTAL		526	100.0%	151.62	100.0%

CONCEPT G 5 OVERALL
Proposed Residential 526
± 151 Acres

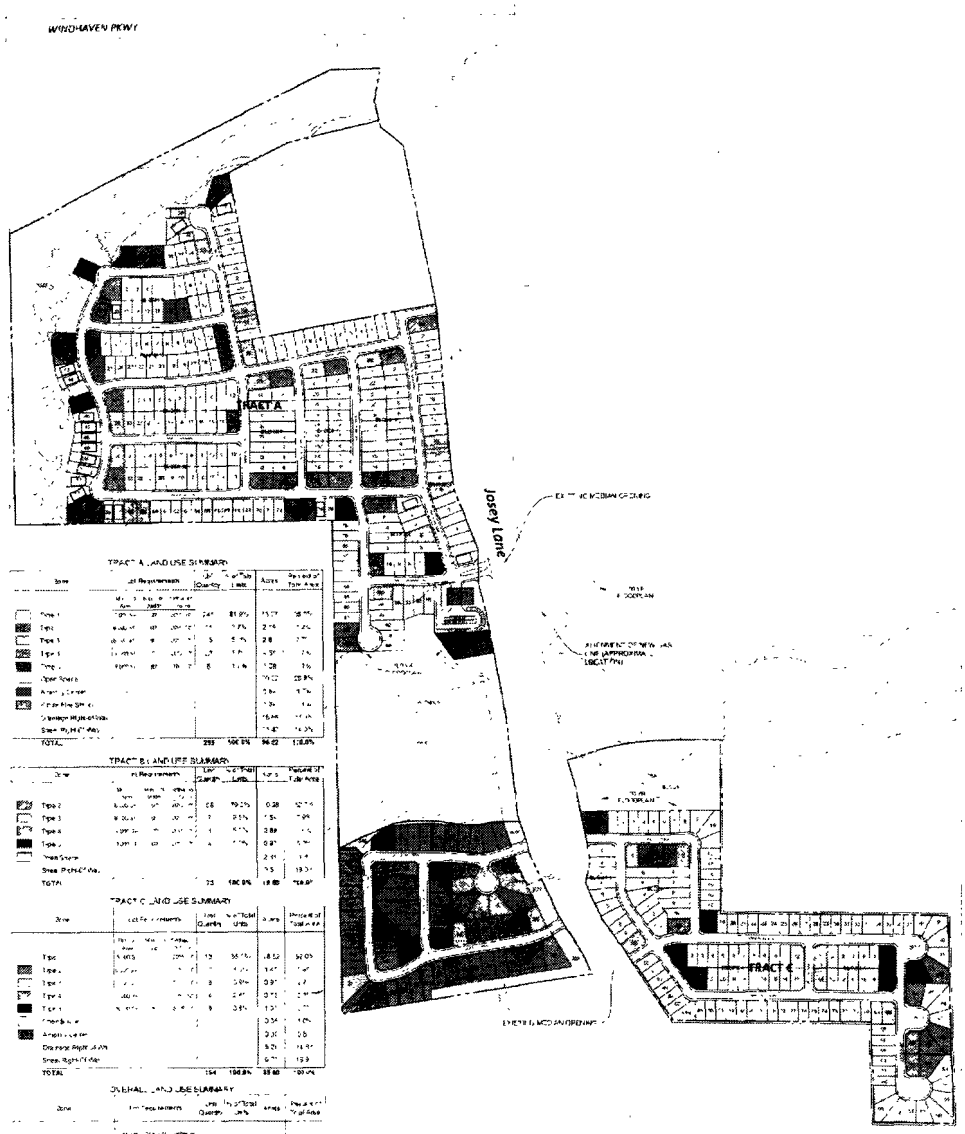
CONSULTANTS, LLC

City of Lewisville
Town of Hebron
Denton County, Texas

EXHIBIT D

Concept Plan

EXHIBIT D



TRACT A LAND USE SUMMARY

Zone	Lot Requirements	Lot Quantity	% of Total Units	Acres	Percent of Total Area
Type 1		241	81.9%	75.77	58.9%
Type 2		14	4.8%	2.74	2.1%
Type 3		5	1.7%	2.8	2.1%
Type 4		2	0.7%	1.37	1.1%
Type 5		8	2.7%	1.28	1%
Other Space				26.02	20.2%
Amenity Center				3.84	3.0%
Other Non-Res Sites				1.36	1.1%
Drainage ROW/Easements				16.44	12.8%
Street ROW/Alleys				14.47	11.3%
TOTAL		294	100.0%	94.02	100.0%

TRACT B LAND USE SUMMARY

Zone	Lot Requirements	Lot Quantity	% of Total Units	Acres	Percent of Total Area
Type 2		68	90.7%	9.28	50.7%
Type 3		7	9.3%	1.35	7.4%
Type 4		1	1.3%	3.89	21.3%
Type 5		4	5.3%	0.87	4.8%
Other Space				2.31	12.6%
Street ROW/Alleys				1.3	7.1%
TOTAL		75	100.0%	18.30	100.0%

TRACT C LAND USE SUMMARY

Zone	Lot Requirements	Lot Quantity	% of Total Units	Acres	Percent of Total Area
Type 1		73	55.7%	18.52	50.0%
Type 2		1	0.8%	3.47	9.4%
Type 3		8	6.1%	0.97	2.6%
Type 4		6	4.6%	0.72	1.9%
Type 5		9	6.9%	1.37	3.7%
Other Space				3.39	9.2%
Amenity Center				2.25	6.1%
Drainage ROW/Easements				5.25	14.2%
Street ROW/Alleys				5.71	15.4%
TOTAL		154	100.0%	37.05	100.0%

OVERALL LAND USE SUMMARY

Zone	Lot Requirements	Lot Quantity	% of Total Units	Acres	Percent of Total Area
Type 1		314	34.5%	93.29	26.5%
Type 2		83	9.1%	13.35	3.8%
Type 3		20	2.2%	5.12	1.5%
Type 4		9	1.0%	5.15	1.5%
Type 5		21	2.3%	3.14	0.9%
Other Space				22.16	6.3%
Amenity Center				6.09	1.7%
Other Non-Res Sites				1.36	0.4%
Drainage ROW/Easements				21.94	6.2%
Street ROW/Alleys				23.71	6.7%
TOTAL		909	100.0%	351.52	100.0%

CONCEPT G 5 OVERALL
Proposed Residential - 525
± 351 Acres

City of Lewisville
Town of Nebbins
Denton County Texas

EXHIBIT E

DEVELOPMENT STANDARDS

I. PROJECT LOCATION

The Hebron Josey Subdivision consists of approximately 156.097 acres of land situated along Josey Lane north of FM 544 and south of Windhaven Parkway.

II. PURPOSE AND INTENT

A. Purpose: The purpose of the district is to create a master planned residential community featuring a mixture of housing types and

1. The purpose of this district is:

   a. To provide development and land use flexibility within the framework of a Planned Development zoning district.

2. The intent of this district is:

   a. To design streets and homes which will contribute to creating safe neighborhoods.

   b. To provide an attractive environment for pedestrians which include such things as buildings, framing public space, lighting and tree canopies that will attract pedestrians.

   c. To contribute to the definition and use of public parks and plazas.

3. The Hebron Josey Subdivision is intended to provide the community with a mixture of housing types in a pattern and amount that will encourage sustainable neighborhoods and development.

4. The Development and Design Standards herein shall apply to the entire Hebron Josey Subdivision development unless indicated otherwise.

B. Applicability: These standards shall apply to all development within the Hebron Josey Subdivision boundaries.

C. Zoning Ordinance: All references herein to the City of Lewisville Zoning Ordinance shall be to the City of Lewisville Zoning Ordinance in effect on September 15, 2014.

III. DEFINITIONS

Architectural Features: Building enhancements that improve the feel and experience of the street, including porches, stoops, bay windows, balconies, masonry clad chimneys, attached pergolas and colonnades.

Covered Front Porch: An area of at least 50 S.F. covered by the main roof or an architectural extension.

J-Swing Garage: A garage upon which the garage door faces the side property line with the side of the garage facing the front property line whose driveway entrance is from the front street.

Side Entry Garage: A garage upon which is the garage door faces the side property line with the side of the garage facing the front property line whose driveway is from the side street.

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

Shall: A term requiring compliance.

Should: A term encouraging compliance.

Side Street: A street that principally is located by the side of a residential or commercial building on a corner lot and may facilitate access to the lot.

Fenestration: Windows, glass doors and other clear facade treatments that provide a sense of openness to a structure.

IV. LOT TYPE REGULATIONS

The Hebron Josey Subdivision will include a variety of lot types in order to achieve the goals established for the district. The maximum number of dwelling units permitted within the Hebron Josey Subdivision shall not exceed 550. The lot types and requirements for each shall be as follows:

A. Lot Type 1 (50' Widths):

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than five thousand (5,000) square feet, together with the allowed incidental and accessory uses.

2. Permitted Uses: Land use shall comply with uses permitted for the ETH - Estate Town House District of the City of Lewisville Zoning Ordinance.

3. Height Regulations: No building shall exceed forty-five feet (45') or three (3) stories in height.

4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	5,000 square feet
Lot Coverage:	The combined area covered by all main buildings and accessory structures shall not exceed eighty percent (80%) of the total lot area. Swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.
Front Yard:	With a front or side entry garage: 20 feet minimum With a J-Swing entry garage: 5 feet minimum
Rear Yard:	10 feet minimum
Side Yard:	5 feet minimum
Lot Width:	50 feet minimum; (measured at the front building line) 20 feet minimum at property line.
Lot Depth:	100 feet minimum
Garage:	Garage doors may face the front or side of the lot given that whichever it faces, the minimum setback shall be at least twenty (20) feet. Garage doors fronting on any street shall have decorative wood veneer.
Minimum Number of Lots:	Minimum of 340 Type 1 lots upon full build out of the Hebron Josey Subdivision development.

B. Lot Type 2 (60' Widths):

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (6,000) square feet, together with the allowed incidental and accessory uses.

2. Permitted Uses: Land use shall comply with uses permitted for the ETH - Estate Town House District of the City of Lewisville Zoning Ordinance.

3. Height Regulations: No building shall exceed forty-five feet (45') or three (3) stories in height.

4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	6,000 square feet
Lot Coverage:	The combined area covered by all main buildings and accessory structures shall not exceed eighty percent (80%) of the total lot area. Swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.
Front Yard:	With a front or side entry garage: 20 feet minimum With a J-Swing entry garage: 5 feet minimum
Rear Yard:	10 feet minimum
Side Yard:	5 feet minimum
Lot Width:	60 feet minimum; (measured at the front building line) 20 feet minimum at property line.
Lot Depth:	100 feet minimum
Garage:	Garage doors may face the front or side of the lot given that whichever it

faces, the minimum setback shall be at least twenty (20) feet. Garage doors fronting on any street shall have decorative wood veneer.

Minimum Number of Lots:	Minimum of 60 lots upon full build out of the Hebron Josey Subdivision development.

C. **Lot Type 3 (65 Widths):**

1. Purpose: This lot type is designed to allow single family detached dwellings on lots of not less than six thousand five hundred (6,500) square feet, together with the allowed incidental and accessory uses.

2. Permitted Uses: Land use shall comply with uses permitted for the ETH - Estate Town House District of the City of Lewisville Zoning Ordinance.

3. Height Regulations: No building shall exceed forty-five feet (45') or three (3) stories in height.

4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	6,500 square feet
Lot Coverage:	The combined area covered by all main buildings and accessory structures shall not exceed eighty percent (80%) of the total lot area. Swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.
Front Yard:	With a front or side entry garage: 20 feet minimum With a J-Swing entry garage: 5 feet minimum
Rear Yard:	10 feet minimum

Side Yard:	5 feet minimum
Lot Width:	65 feet minimum; (measured at the front building line) 20 feet minimum at property line.
Lot Depth:	100 feet minimum
Garage:	Garage doors may face the front or side of the lot given that whichever it faces, the minimum setback shall be at least twenty (20) feet. Garage doors fronting on any street shall have decorative wood veneer.
Minimum Number of Lots:	Minimum of 15 lots upon full build out of the Hebron Josey Subdivision development.

D. <u>Lot Type 4 (70' Widths):</u>

1. <u>Purpose:</u> This lot type is designed to allow single family detached dwellings on lots of not less than seven thousand (7,000) square feet, together with the allowed incidental and accessory uses.

2. <u>Permitted Uses:</u> Land use shall comply with uses permitted for the ETH - Estate Town House District of the City of Lewisville Zoning Ordinance.

3. <u>Height Regulations:</u> No building shall exceed forty-five feet (45') or three (3) stories in height.

4. <u>Area Regulations:</u> The following minimum standards shall be required as measured from property lines:

Lot Size:	7,000 square feet
Lot Coverage:	The combined area covered by all main buildings and accessory structures shall not exceed eighty percent (80%) of the total lot area. Swimming pools and spas shall not be included in determining maximum building coverage.

Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.
Front Yard:	With a front or side entry garage: 20 feet minimum With a J-Swing entry garage: 5 feet minimum
Rear Yard:	10 feet minimum
Side Yard[1]:	5 feet minimum
Lot Width:	70 feet minimum; (measured at the front building line) 20 feet minimum at property line.
Lot Depth:	100 feet minimum
Garage:	Garage doors may face the front or side of the lot given that whichever it faces, the minimum setback shall be at least twenty (20) feet. Garage doors fronting on any street shall have decorative wood veneer.
Minimum Number of Lots:	Minimum of 20 lots upon full build out of the Hebron Josey Subdivision development.

E. <u>Lot Type 5 (80 Widths):</u>

1. <u>Purpose:</u> This lot type is designed to allow single family detached dwellings on lots of not less than eight thousand (8,000) square feet, together with the allowed incidental and accessory uses.

2. <u>Permitted Uses:</u> Land use shall comply with uses permitted for the ETH - Estate Town House District of the City of Lewisville Zoning Ordinance.

3. <u>Height Regulations:</u> No building shall exceed forty-five feet (45') or three (3) stories in height.

4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Lot Size:	8,000 square feet
Lot Coverage:	The combined area covered by all main buildings and accessory structures shall not exceed eighty percent (80%) of the total lot area. Swimming pools and spas shall not be included in determining maximum building coverage.
Minimum Floor Area:	The minimum square footage of a dwelling unit, exclusive of garages, breezeways and porches, shall be 2,000 square feet.
Front Yard:	With a front or side entry garage: 20 feet minimum With a J-Swing entry garage: 5 feet minimum
Rear Yard:	10 feet minimum
Side Yard[2]:	5 feet minimum
Lot Width:	80 feet minimum; (measured at the front building line) 20 feet minimum at property line.
Lot Depth:	100 feet minimum
Garage:	Garage doors may face the front or side of the lot given that whichever it faces, the minimum setback shall be at least twenty (20) feet. Garage doors fronting on any street shall have decorative wood veneer.
Minimum Number of Lots:	Minimum of 10 lots upon full build out of the Hebron Josey Subdivision development.

V. DEVELOPMENT AND DESIGN STANDARDS

A. **Alleys:** Alleys shall not be required for Hebron Josey subdivision.

Street Types: The following street types shall establish the criteria for streets allowed within the Hebron Josey Subdivision.

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

Classification: Designed to provide access to residential areas.

Public Right of Way Width:	50'
Pavement Width:	33' B/B
Pavement Section:	concrete
Curb Radii:	25'
Minimum Centerline Radius for Curves:	200'
Minimum Tangent between Reverse Curves:	0'
Minimum Sidewalk Width:	4'
Parkway Width:	8.5'
Parking:	Allowed on both sides of street

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

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

1. Fencing on corner lots facing side streets shall be enhanced wooden fences (board-on-board or other design cedar fence with a top cap). All enhanced fencing within the development shall be consistent.

2. Fencing facing open space, parks, floodplain, or flowage easement shall be ornamental iron (or tubular steel).

3. External surface of retaining walls shall be constructed of stone or brick.

C. **Landscape Standards:** All development within the Hebron Josey Subdivision shall comply with the City of Lewisville's Landscaping Ordinance.

1. Tree Requirements:
All lots shall have at minimum one (1) tree in the front yard. Trees shall be a minimum 3" caliper and be one of the trees listed below to count toward tree requirements.

Tree List
Bald Cypress
Bur Oak
Caddo Maple
Cedar Elm
Chinese Pistachio
Chinkapin Oak
Pecan
Shumard Oak
Southern Magnolia
Southern Red Oak
Texas Ash
Truncatus Maple

2. No trees shall be planted in a street right-of-way.

D. Residential Architectural Standards:

The residential architectural standards in this Subsection (D) are the exclusive architectural standards applicable to residential development in the Hebron Josey Subdivision.

1. Architectural Features: All buildings shall include at least four (4) of the following design features to provide visual relief along the front of the residence:

Wood veneer decorative garage doors on front facing doors
Architectural pillars or posts
Bay window
Brick chimney
Cast stone accents
Covered front porches
Cupolas or turrets
Dormers
Gables
Garage door not facing street
Roof accent upgrades (i.e. metal, tile, slate, etc.)
Recessed entries, a minimum of three (3) feet deep
Separate transom windows
Variable roof pitch
Shutters

2. Building Materials:

a. All residences shall be constructed primarily of masonry as set forth below. Masonry means individual kiln fired brick units, stone units, and glass block when installed in accordance with the adopted building code. Other materials of equal or similar characteristics may be allowed upon approval of the City's Building Official. Cement plaster (stucco) as a primary masonry building material will be allowed for up to 25% of all dwelling units within the Hebron Josey subdivision.

i. For all homes, a minimum of 80% of all exterior wall surfaces shall be constructed of masonry, excluding doors, windows, boxed or bay windows, ornamental trim, dormers, areas above a roof line, areas under covered porches not extending to the first floor, and architectural projections.

ii. For all homes, the front elevation shall have 100% of all exterior wall surfaces constructed of masonry, excluding doors, windows, boxed or bay windows, ornamental trim, dormers, areas above a roof line, area under covered porches not extending to the first floor, and architectural projections.

iii. All exterior walls siding or backing to Josey Lane shall have 100% of each exterior wall surfaces constructed of masonry, excluding doors, windows, boxed or bay windows, ornamental trim, dormers, areas above a roof line, area under covered porches not extending to the first floor, and architectural projections.

iv. Any material utilized on the exterior of the residences that is not masonry, as defined above, shall be cementitious fiberboard or a similar product.

v. All homes on all Lot Types shall have at least two (2) masonry types on the front elevation.

b. Roofs shall be constructed of a process and of materials that shall have a minimum installation and manufacturer's warranty of thirty (30) years. Seamless and standing seam metal roofs are permitted provided that they are of architectural quality. No wooden shingles shall be used on roofs.

3. Garages: All residential lots shall provide a minimum of two-car garage. J-Swing garages shall have multiple options regarding the materials used to construct the garage door; however, all front facing garage doors shall have decorative wood veneer.

4. Signage in Residential Areas: Monument signs at the entry-ways of neighborhoods are permitted, and shall conform to the general monument sign regulations adopted by the City.

   Ornamental hanging signs suspended from a decorative post shall be allowed in lieu of monument signs for entry-ways of neighborhoods.

5. Sidewalks: Sidewalks shall have a minimum width of four (4) feet.

6. Elevations: Single family house plans shall vary from lot to lot as follows:

   a. The same floor plan with the same elevation shall be separated by a minimum of four (4) lots (between them) on the same side of the street and by a minimum of two (2) lots (between them) on the opposite side of the street.

   b. The same floor plan with a different elevation shall be separated by a minimum of one (1) lot on the same or on the opposite side of the street.

7. Utility lines: All utility lines shall be placed under ground in accordance with city ordinances.

VI. PARK AND OPEN SPACE REQUIREMENTS

Parks and Open Space shall be provided for as shown on the Concept Plan. Park fees shall be paid at the time of issuance of building permit.

1. **HOA**. The Hebron Josey Subdivision shall have a mandatory Homeowners Association (the "HOA"). The HOA shall maintain all open spaces, community amenity center(s), common areas, right-of-way landscaping and irrigation systems, other landscaping, and screening walls within the subdivision, notwithstanding the provisions below. The City shall maintain and operate the water, wastewater, roads, and storm water infrastructure

2. Any public or private park, park facility/amenity and park access constructed in Hebron Josey Subdivision shall be constructed in a manner to meet or exceed current standards set forth by Lewisville and any other state or federal regulations, including the Americans with Disabilities Act.

3. Any public parks constructed in Hebron Josey Subdivision by the developer and any amenities therein shall be dedicated to Lewisville but shall be maintained by the HOA at its sole cost. Any public park, hike/bike trail or other amenities constructed by the City of Lewisville will be maintained by the City.

4. If the HOA fails to maintain a public park, Lewisville may, after providing notice and time to comply, do such work or cause such work to be done to bring said park into compliance with Lewisville standards. The costs, charges, and expenses incurred in doing or having such work done shall be a charge to the Master Association.

VII. DEDICATION OF CERTAIN PROPERTY TO THE CITY OF LEWISVILLE

1. Certain open space shall be dedicated to the City as shown on the Concept Plan. The HOA shall be responsible, at its cost, for trimming trees, removing litter, and mowing vegetation along open spaces; and the City shall be responsible, at its cost, for all other repairs and maintenance thereof. If the HOA fails to trim trees, remove litter or mow vegetation along Indian Creek or other dedicated open space, Lewisville may, after providing notice and time to comply, do such work or cause such work to be done. The costs, charges, and expenses incurred in doing or having such work done shall be a charge to the HOA.

2. The Developer or the HOA at their option and upon approval of the City; may develop certain public amenities in the Indian Creek rights-of-way, but any such amenities will be maintained by the HOA at its sole cost. Any hike/bike trail or other amenities constructed within the public open spaces by the City shall be maintained by the City.

3. A site for a future Fire Station shall be dedicated to the City as shown on the Concept Plan. The land shall be dedicated to the City of Lewisville by a warranty deed with a clear title policy and shall be final platted at the time of platting of the Hebron Josey subdivision.

EXHIBIT F

Off-Site Water Line

EXHIBIT F

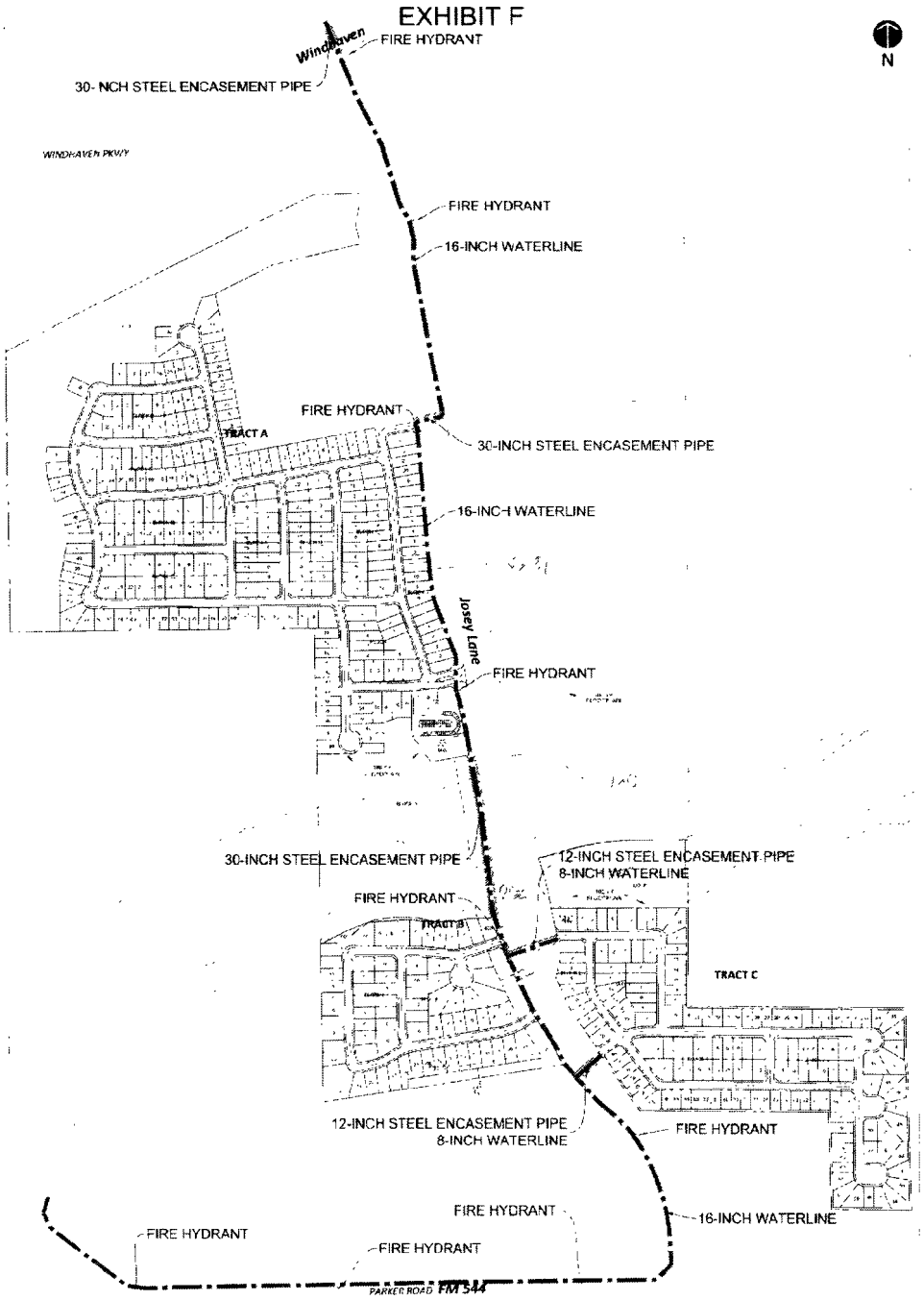


Exhibit F
Offsite 16" Waterline
City of Lewisville
Town of Hebron
Denton County, Texas

First Amendment to Josey Development Agreement

This First Amendment to Josey Development Agreement (the "Amendment") is entered into by and among **Centurion Acquisitions, L.P.** (the "Developer"), the **City of Lewisville, Texas** (the "City"), **CADG Lakewood Hills East, LLC** ("CADG East") and **CADG Lakewood Hills West, LLC** ("CADG West") (collectively the "Parties") to be effective on the date upon which the last of all the Parties has approved and duly executed this Amendment (the "Effective Date").

RECITALS

WHEREAS, the City, the Developer, Liberty Bankers Life Insurance Company ("Liberty") and Graham Mortgage Corporation ("Graham") have heretofore entered into a certain "Josey Development Agreement" (the "Agreement"), effective September 15, 2014, whereby the they agreed to certain matters relating to, among other things, the design, construction and installation of a sixteen (16) inch off-site water line that will connect to the City's water main in order to provide water utility services to the residential development contemplated in the Agreement, as more particularly set forth in the Agreement; and

WHEREAS, the Agreement specifies that the City shall pay the Developer for the costs of design, construction and installation of said off-site water line upon completion and acceptance by the City; and

WHEREAS, the City is unable to obtain a permit from the Texas Department of Transportation to allow the Developer to construct, in a timely manner, a portion of said off-site water line which will be adjacent to and within the right-of-way of FM 544 pursuant the approved design plans; and

WHEREAS, the Developer has completed construction of the portion of said off-site water line which is adjacent to Josey Lane pursuant to Exhibit F of the Agreement in accordance with the plans and specifications approved by the City; and

WHEREAS, the Developer has applied for a partial payment for the portion of said off-site water line adjacent to Josey Lane which has been successfully designed, constructed and installed; and

WHEREAS, Liberty sold the property described in the Agreement to CADG East, and Graham sold the property described in the Agreement to CADG West; and

WHEREAS, CADG East and CADG West are now the owners of the property described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement, as more particularly set forth below.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in the Agreement and this Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

I.
AMENDMENT

Article V, Payment of Authorized Improvements, section 5.2, subsection (a) is hereby amended to read as follows:

(a) The City shall pay the Developer the costs of design, construction and installation of the Off-Site Water Line; which estimated costs are approximately $2,228,469, to the Developer upon completion of the Off-Site Water Line and acceptance of it by the City; provided however, that in the event of a significant delay in the City obtaining a permit from the Texas Department of Transportation ("TXDOT") for construction and installation of the portion of the Off-Site Water Line adjacent to and within the FM 544 right-of-way which is not a direct result of an action or inaction of the Developer, the City shall pay the Developer the costs of design, construction and installation of said portion of the Off-Site Water Line adjacent to Josey Lane upon completion of that portion of said water line and acceptance of it by the City. The Developer agrees to construct the remaining portion of the Off-Site Water Line adjacent to and within the FM 544 right-of-way immediately upon issuance of a permit to the City by TXDOT to construct and install said water line adjacent to and within the right-of-way of FM 544. The City shall pay the Developer the costs of design, construction and installation of the portion of the Off-Site Water Line adjacent to and within the right-of-way of FM 544 upon completion of said water line and acceptance of it by the City.

II.
MISCELLANEOUS

Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control. Any capitalized term used herein, but not defined herein, shall have that meaning set forth in the Agreement.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties to be effective upon the Effective Date.

SIGNATURE PAGE(S) FOLLOW

CITY OF LEWISVILLE, TEXAS

_____
Donna Barron
City Manager

Date:_____

ATTEST

_____
Julie Heinze
City Secretary

APPROVED AS TO FORM

_____
Lizbeth Plaster
City Attorney

DEVELOPER

Centurion Acquisitions L.P.
A Texas Limited Partnership

By: Pars Investment Inc.
A Texas Corporation
Its General Partner

By: _____
Name: Mehrdad Moayedi
Its: President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2016 by Mehrdad Moayedi as President of Pars Investment Inc., a Texas corporation as General Partner of Centurion Acquisitions, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

LANDOWNER

CADG EAST

CADG Lakewood Hills East, LLC
a Texas limited liability company

By: CADG Holdings, LLC,
A Texas limited liability company,
Its Sole Member

By: MMM Ventures, LLC,
A Texas limited liability company,
Its Manager

By: 2M Ventures, LLC
A Delaware limited liability company,
Its Manager

By:_____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ___ day of _____ 2016 by Mehrdad Moayedi, Manager of 2M Ventures, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Lakewood Hills East, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

LANDOWNER

CADG WEST

CADG Lakewood Hills East, LLC
a Texas limited liability company

By: CADG Holdings, LLC,
A Texas limited liability company,
Its Sole Member

By: MMM Ventures, LLC,
A Texas limited liability company,
Its Manager

By: 2M Ventures, LLC
A Delaware limited liability company,
Its Manager

By:_____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ___ day of _____ 2016 by Mehrdad Moayedi, Manager of 2M Ventures, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Lakewood Hills West, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

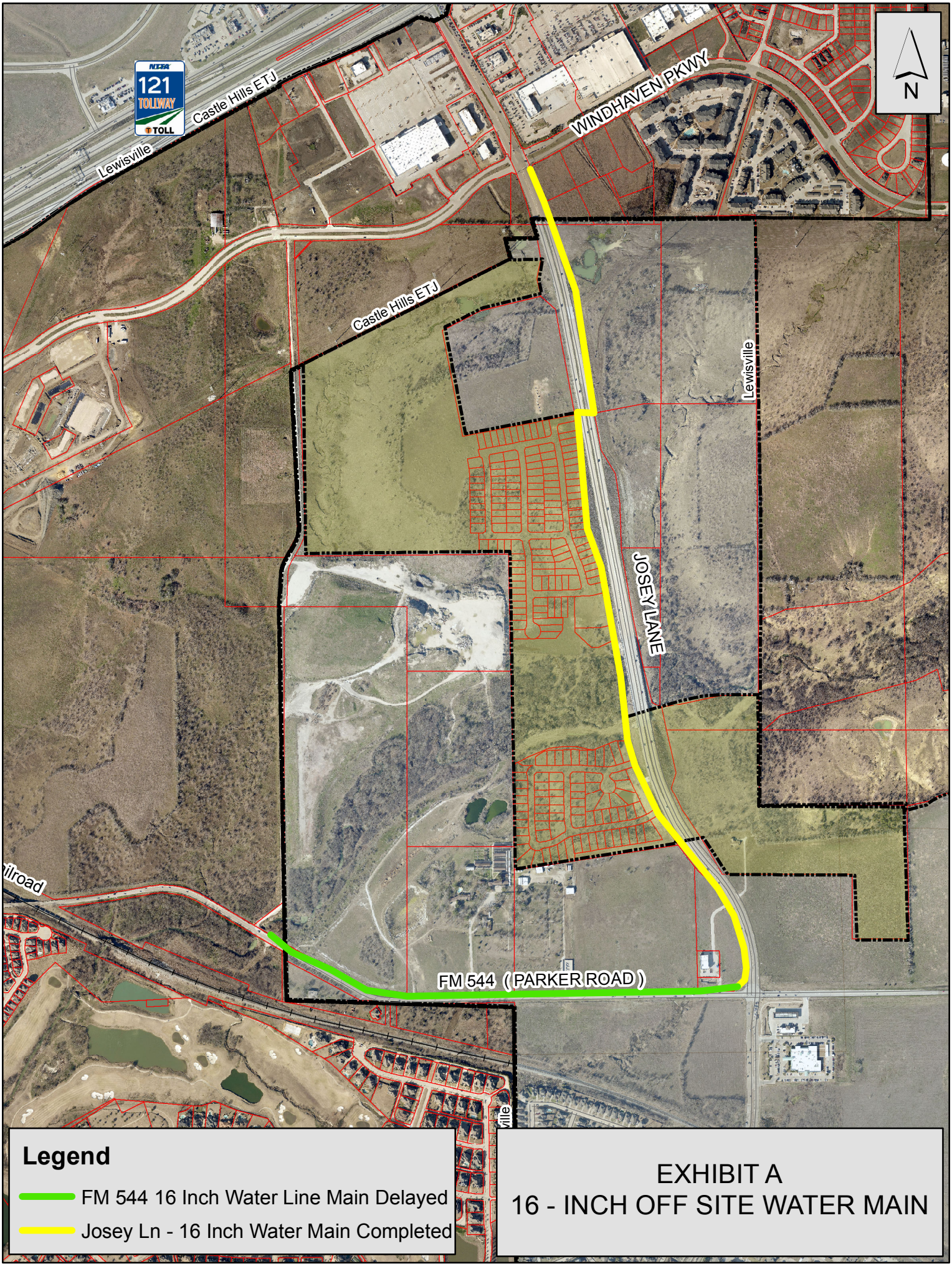


EXHIBIT A
16 - INCH OFF SITE WATER MAIN

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: June 20, 2016

SUBJECT: **Approval of an Economic Development Agreement By and Between the City of Lewisville and Mortgage Contracting Services; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

Mortgage Contracting Services (MCS) has leased the building located at 350 Highland Drive which was formerly occupied by Nationstar Mortgage. MCS will be investing $2,500,000 in capital improvements into the facility. The company will be bringing 700 jobs to Lewisville within 4 years with total annual payroll estimated to be over $36,000,000. MCS is currently headquartered in Plano. The new Lewisville facility will consolidate their Plano headquarters along with other local satellite facilities. In addition, the new facility supports MCS's projected employment growth. MCS is expected to complete the move to Lewisville by the end of summer of 2016.

The terms in this agreement were presented to the City Council during an Executive Session in January 2016 for discussion. This agreement reflects the direction that Council gave staff during that session.

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 a grant equal to 50% of City taxes paid on Business Personal Property (BPP) for a period of 10 years.

RECOMMENDATION

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

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") dated _____ is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation of Denton County, Texas, duly acting by and through its City Manager, (hereinafter referred to as "City") and Mortgage Contracting Services (hereinafter referred to as "Company") (hereinafter all shall collectively be referred to as the "Parties").

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted a program for making economic development grants on March 16, 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, the Company intends to lease and occupy 120,000 square feet at 350 Highland Drive, Lewisville, Texas and more particularly described in "Attachment A" attached hereto (the "Premises"); and

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

WHEREAS, the contemplated use of the Premises, the contemplated Improvements, hereinafter defined, to the Premises in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development will enhance the City's economic base and are in compliance with the intent of the Statute and the Policy Statement and similar guidelines and criteria adopted by the City and all applicable laws; and

WHEREAS, the City Council finds that the Improvements sought are feasible and practicable and would be of benefit to the Premises and to the City after the expiration of this Agreement.

NOW THEREFORE, the City, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which

is hereby acknowledged, including the expansion of primary employment, the attraction of major investment on the Premises, which contributes to the economic development of the City and the enhancement of the tax base in the City, the parties hereto do mutually agree as follows:

ARTICLE I
TERM

1.1 This term of this Agreement ("Term") shall commence on the date this Agreement is signed by the City ("Effective Date") and shall continue in effect until December 31 of the tenth (10th) year after the Company receives a certificate of occupancy for the Premises, unless sooner terminated in accordance with the termination provisions in this Agreement.

ARTICLE II
DEFINITIONS

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

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

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

"**Building**" shall mean the facility located at 350 Highland Drive, Lewisville, Texas containing approximately 120,000 square feet of space occupied by the Company and the other ancillary facilities such as required parking and landscaping more fully described in the submittals filed with the City.

"**Business Personal Property**" shall mean tangible business personal property, machinery, equipment and fixtures owned or leased by Company that are located in the Building subsequent to the execution of this Agreement. Inventory and supplies shall not be considered Business Personal Property and thus are not eligible for the grant described herein.

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

"**Clawback Event**" means the Company failed to meet a material term or condition of Article V of this Agreement after the expiration of any applicable Cure Period. To the extent that a Clawback Event has occurred, a portion of the annual economic development grant described in Section 4.1 of this Agreement and received by Company from the City shall be subject to repayment by Company pursuant to Article VI of this Agreement.

"**Company**" has the meaning set forth in the introductory paragraph of this Agreement; Mortgage Contracting Services.

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

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

"**Facility Based Employees**" shall mean the total number of employees at the Building.

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

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

"**Premises**" shall mean that area leased or owned by Company in the Building located at 350 Highland Drive, attached hereto as "Attachment A" and made a part hereof, and the Improvements located thereon.

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

"**Tenant Improvements**" shall mean those additions, alterations or modifications to the Premises made by the Company which are necessary to receive a certificate of occupancy or facilitate the Required Use of the Property.

ARTICLE III
GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, the Company shall commence with constructing and installing the Improvements at a total capital investment of $2,500,000 as more particularly described in Section 5.4 of this Agreement. The Company shall substantially complete the Improvements and occupy the Building by December 31, 2016; provided that in the event of Force Majeure or if in the reasonable opinion of the City, the Company has made substantial progress toward completion of the Improvements, additional time may be granted by the City as may be required. The date of substantial completion of the Improvements shall be defined as the date that Company receives a certificate of occupancy for the Premises.

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

ARTICLE IV
ECONOMIC DEVELOPMENT INCENTIVE

4.1 Subject to the terms and conditions of this Agreement, the City agrees to grant to Company an economic development grant equal to fifty percent (50%) of the Business Personal Property taxes paid to the City by the Company at the Premises. The Company shall pay all applicable taxes in accordance with the state and local regulations. The Company will be paid the grant by the City in accordance with this Agreement on annual basis subject to the timing referenced in Section 4.2. Said grant shall be available subject to the terms and conditions of this Agreement during the Term, beginning on January 1 of the year following the date the Company obtains a certificate of occupancy for the Building.

4.2 The Company acknowledges that this Agreement makes an allowance for an economic development grant to be paid on an annual basis. Each year during the Term, prior to payment of such grant, the Company shall submit to the City (1) proof of payment of its Business Personal Property tax liability; (2) its Annual Compliance Report, shown on "Attachment B"; and (3) a letter of request for payment by February 1 for each year in which the grant is to be paid. Subject to the satisfactory receipt of these items by February 1 of each year, the City agrees that the grant will be paid in full to the Company by March 15, otherwise within forty-five (45) days of satisfactory receipt of the above listed items.

ARTICLE V
AGREEMENT CONDITIONS

5.1 Minimum Use Condition. During the Term of this Agreement following the issuance of a certificate of occupancy for the Premises as an office and continuing thereafter until expiration of this Agreement or earlier termination of same, the Company agrees to occupy a minimum of 120,000 square feet of space in the Building which shall not be used for any purpose other than the Required Use.

5.2 Minimum Employment Condition. Within the first year of receiving a certificate of occupancy for the Premises and continuing thereafter until the forty-eighth (48th) month following the Effective Date, the Company shall have a minimum employment count of three hundred (300) Facility Based Employees. By the end of the forty-eighth (48th) month following the Effective Date continuing thereafter until expiration of this Agreement or earlier termination of same, the Company must maintain a minimum employment count of seven hundred (700) Facility Based Employees. If the Company fails to meets this Minimum Employment Condition for a given year, the grant for that year shall not be applicable and will not be paid by the City.

5.3 Minimum Compensation Condition. Within the first year of receiving a certificate of occupancy for the Premises and continuing thereafter until the forty-eighth (48th) month following the Effective Date, the Company must have a minimum average employee salary of $45,000 and a minimum annual payroll for Facility Based Employees of $13,500,000. By the end of the forty-eighth (48th) month following the Effective Date of this Agreement and continuing thereafter until expiration of this Agreement or earlier termination of same, the Company must achieve a minimum annual payroll for Facility Based Employees in the aggregate amount of at least thirty-six million eight hundred sixty-one thousand and two hundred dollars ($36,861,200) with a minimum average salary of fifty-two thousand six hundred and fifty dollars ($52,650). If the Company fails to meets this Minimum Compensation Condition for a given year, the grant for that year shall not be applicable and will not be paid by the City.

5.4 Minimum Investment Condition. To be eligible for the grant under this Agreement, the Company shall invest a minimum of two million, five hundred thousand dollars ($2,500,000) in Improvements on the Premises. The Company shall certify and provide documentation for the minimum investment condition as part of the annual reporting. This investment shall be made no later than December 31, 2016. The appraised value of the Business Personal Property and Improvements shall be set by the Denton County Appraisal District on January 1 of the year immediately following the issuance of certificate of occupancy by the City. The City and the

Company understand that the appraisal of the Business Personal Property and Improvements will be determined by the Denton Central Appraisal District on an annual basis or as otherwise required by law. The Company agrees to allow reasonable access to its Business Personal Property and Improvements as required by law so the Denton Central Appraisal District can make accurate appraisals. This Agreement is terminated if the Company fails to meets this Minimum Investment Condition within the first year after receiving a certificate of occupancy for the Premises, and no grant will be paid by the City.

5.5 Community Support. The Company will be required to use Lewisville as its headquarter location and in any subsequent marketing materials shall reflect the same, during the Term of the Agreement. The Company shall be required to donate $3,500 in support of a City sponsored event or program on an annual basis throughout the Term of this Agreement. The City will provide advertising and promotion of the Company at City events, as approved by the Company, in recognition of such contribution. This donation shall be required regardless of whether the Company has met its other annual requirements under this Agreement and received funds from the City.

5.6 Certification. The Company must certify annually to the governing body of the City through the City's Director of Economic Development as to its attainment of the stated performance measures described in this Article V by submitting an Annual Compliance Report (Attachment B) by February 1 of each year after the issuance of the certificate of occupancy and continuing until the expiration of the Term.

ARTICLE VI
TERMINATION

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

(a) by written agreement of the Parties;

(b) expiration of the Term;

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

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

(e) by City, if any impositions owed to the City or the State of Texas by

Company shall remain delinquent after the Cure Period; and

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

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

ARTICLE VII
MISCELLANEOUS

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

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

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

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

7.5 Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address as

set forth below, and, if given by mail, shall be deemed delivered three (3) days after the date deposited in the United States' mail:

For City by notice to:

City of Lewisville
Attn: Economic Development Director
151 W. Church Street
P.O. Box 299002
Lewisville, Texas 75057

For Company by notice to:

Mortgage Contracting Services
Attn: Chad Mosley
6504 International Parkway, Suite 1500
Plano, TX 75093

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

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

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

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

7.9 This Agreement was authorized by action of the City Council, authorizing the City

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

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

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

7.13 COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL

INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY COMPANY'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF COMPANY, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

DATED this the _____day of_____, 2016.

(EXECUTION PAGE FOLLOWS)

CITY OF LEWISVILLE, TEXAS

_____

Donna Barron, City Manager

ATTEST:

_____

Julie Heinze, City Secretary

APPROVED AS TO FORM:

_____

Lizbeth Plaster, City Attorney

COMPANY: Mortgage Contracting Services

By:_____

Name:_____

Title:_____

ATTACHMENT A

Legal Description and Maps

(Will be provided by Mortgage Contracting Services)

CENTEX OFFICE CAMPUS NORTH BLK E LOT 3R-1AR

LOCATION MAP:

FLOOR PLAN:

(Will be provided by Mortgage Contracting Services)

ATTACHMENT B

Compliance Reporting

CITY OF LEWISVILLE
ANNUAL COMPLIANCE REPORT
2016

Company Name	
Company Address	
Name of Certifying Officer	
Title of Certifying Officer	
Telephone	
Fax	
E-Mail	

AGREEMENT CONDITIONS

Capital Investment Value – 1st Year (documentation required)	
Capital Investment Value – Reporting Year (documentation required)	
Date on which Certificate of Occupancy was received	
Donation Amount in Support of a City Sponsored Event or Program Annually	

Membership in the Lewisville Chamber of Commerce N/A ☐ Yes ☐ No ☐

PROPERTY VALUE

Please list the actual dollar amount for the following:

Current Year Appraised Real Property Value – Land	Current Year Appraised Real Property Value - Improvements
Current Year Appraised Business Property Value – Machine, Equipment, Other BPP	Current Year Appraised Inventory Value

	Property Taxes Paid
Real Property	
Business Personal Property	
Inventory Tax	

PAYROLL INFORMATION

Please provide a copy of your Quarterly Payroll Report along with the following information:

	Part Time	Full Time
Total Current Employees at End of Reporting Period		
Number of New Employees Added During Reporting Period		
Annual Payroll During Reporting Period		
Average Salary During Reporting Period		

CONSTRUCTION

Has construction/installation of planned improvements commenced? N/A ☐ Yes ☐ No ☐

Has construction/installation of planned improvements been completed? N/A ☐ Yes ☐ No ☐

Construction Dollars Spent This Reporting Period:

REQUIRED DOCUMENTATION TO BE ATTACHED:

☐ Quarterly Payroll Report

☐ Capital Investment supporting documents

☐ Brief Narrative Highlighting the Progress of the project

☐ If Applicable, a Statement Addressing any Failure to Meet Requirements of the Economic Development Agreement

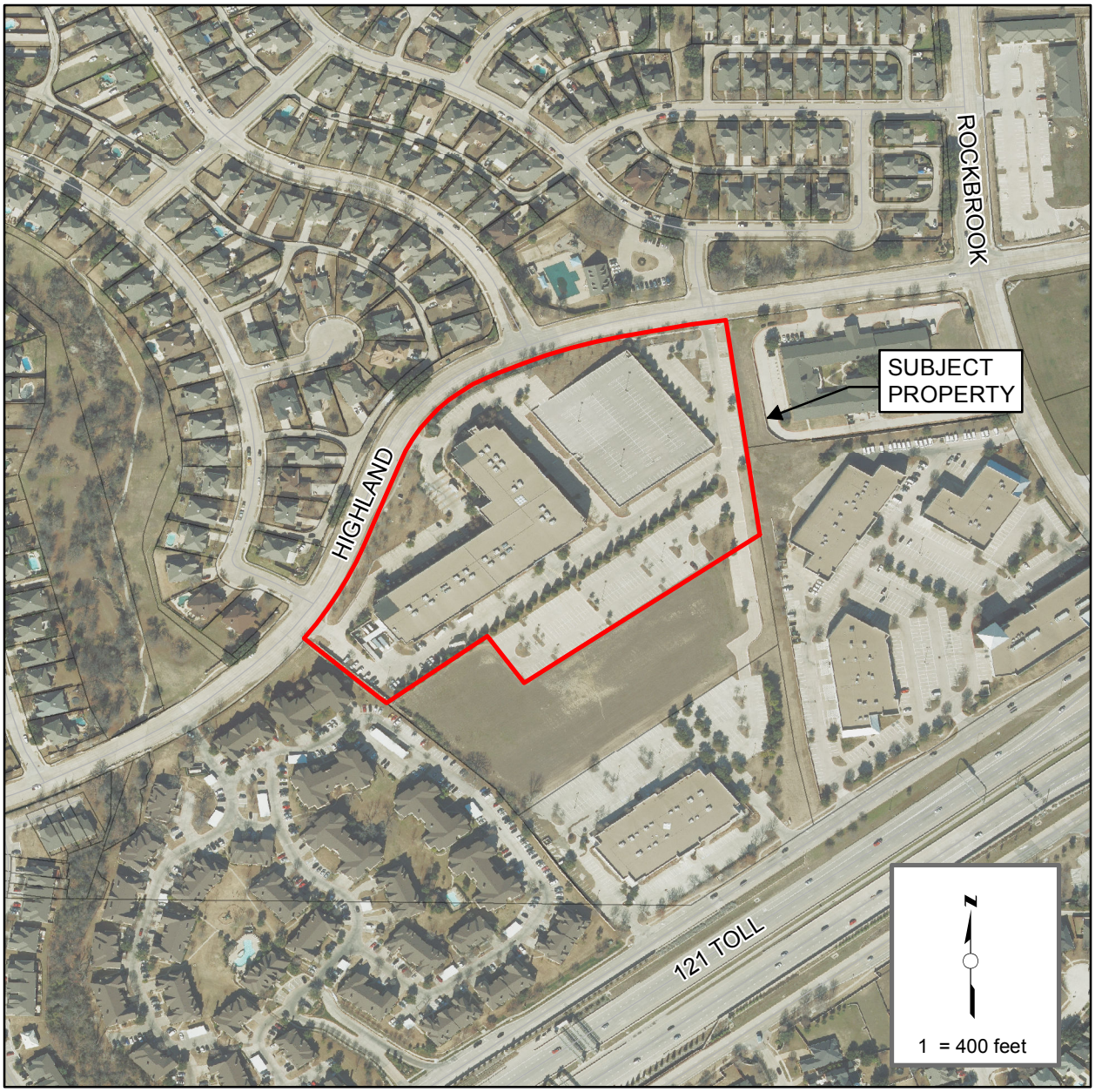
☐ Letter of Request re: The Economic Development Agreement Rebate plus supporting documents

I certify that, to the best of my knowledge, the information and attachments provided herein are true and accurate and in compliance with the terms of the Economic Development agreement with the City of Lewisville.

_____ _____

Signature of Certifying Officer Date

Aerial Map - Mortgage Contracting Services



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Claire Swann, Assistant City of Manager

DATE: June 20, 2016

SUBJECT: **Consideration of a Variance to Lewisville City Code, Section 2-201, Fee Schedule, Regarding Waiving the Adoption Fee for the Upcoming "Clear the Shelter" Adoption Event to be Held Jointly with Multiple Participating City Shelters and Other Animal Organizations Throughout Texas and the US on July 23, 2016.**

BACKGROUND

Last year, the City of Lewisville Animal Adoption Center joined with more than 30 animal shelters in the DFW Metroplex to participate in the Inaugural "Clear the Shelter" Campaign. Twenty thousand animals were adopted in that one Saturday on August 15, 2015. The event will be sponsored by NBC and Telemundo stations across the country. The shelters choosing to participate, must agree with the following two requirements: (1) to waive the applicable City adoption fee during the event; and, (2) to partner with NBC's promotional team in order to use similar announcements to help publicize the event. Last year, Lewisville Animal Services found homes for 70 of the 78 pets that were available for adoption, and greeted more than 500 guest that day. This year is expected to be much larger with more shelter participation and adoptions.

ANALYSIS

Currently, the Animal Shelter charges a $90 adoption fee for both cats and dogs, regardless of the age or size of the animal. Staff anticipates the shelter will have the maximum number of animals allowed for seventy-three kennels and cages available for adoption on the day of the "Clear the Shelter" adoption event. Additional retail-type cages in the front corridor will house approximately ten additional kittens. Therefore, the maximum requested fee waiver for the event would be approximately $7,470, if all available animals were adopted during the event.

Below is a partial list of the shelters that participate in the DFW area:

- City of Irving
- DFW Humane Society
- City of Dallas
- City of Plano
- City of Arlington
- City of Grand Prairie
- City of Garland
- City of North Richland Hills

- City of Mansfield
- City of Carrollton
- City of Seagoville
- Collin County
- City of Fort Worth
- City of Flower Mound
- City of Farmers Branch
- Operation Kindness
- City of Mesquite
- City of Lake Dallas
- City of White Settlement
- City of Sachse
- City of Ardmore
- City of Port Aransas
- City of Denison
- City of Watauga
- City of Royce City
- City of Burleson
- Wise County
- City of Weatherford
- City of Balch Springs
- City of Bedford
- Tri-City Animal Shelter
- HSCCL
- City of Mansfield
- City of Murphy

Additional cities and counties are being added daily to this list. It is expected to have nationwide participation this year.

RECOMMENDATION

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

February, 2016

Dear Clear the Shelters Partner:

Thank you for your commitment and dedication. Clear the Shelters will take place on Saturday, July 23, 2016 between 10:00 a.m. and 5:00 p.m. at local participating animal shelters. This is an incredible event that, with your participation, will result in a tremendous number of animals and people finding their perfect match.

The idea began in Irving, TX in 2014 and quickly spread throughout most cities comprising the Dallas Fort/Worth metroplex. Thanks to the dedication of 55 North Texas Shelter managers, a tight communications team and NBC 5 and Telemundo 39's support, last year's event delivered our dream – 2,951 animals were adopted in one day and 6088 were adopted over the three week campaign period. The event also was held in the 28 NBC and Telemundo owned stations across the country, where we were able to adopt nearly 20,000 animals.

We learned these past two years: first and foremost, the event worked because the shelters did it together! The message was consistent throughout all participating counties and municipalities -- all who joined leveraged the same messaging, the same offer, the same collateral, and agreed to the consistency in which we reported adoption numbers, which is of utmost importance to the viewers on NBC 5 and Telemundo 39.

It is our intent to continue to make Clear the Shelters an event that is easy for animal welfare groups to participate in. Participating groups use their existing adoption processes, and we have worked to keep adoption reporting as straightforward as possible. At this time, there is no designated grant funding available to offset make-ready costs. Individual groups may seek funding from existing grant makers. We have been told over and over again that the impact of the event and awareness that came with the media coverage from both stations translated to a huge value for the participating shelters. We hope you will join us and Clear the Shelters over a three week period.

The City of Irving Animal Services has placed a commitment form online and is requiring all participants to commit to the following terms, which are needed for verification and promotional purposes. We want a cohesive, clean campaign that will be continually more successful for all our sweet animals.

Thank you so much for participating.

Corey Price
Animal Services Manager
City of Irving Animal Services

Nada Ruddock
Vice President of Community Affairs
NBC 5, 4805 Amon Carter Blvd., Fort Worth, TX 76155

2016 Commitment Form

Welcome to Clear the Shelters 2016! Please fill out the following form and e-mail it to Corey Price, Animal Services Manager for the City of Irving Animal Services – cprice@cityofirving.org by C.O.B. Friday, April 15, 2016. If you have any questions, please feel free to contact Corey Price at the above e-mail address or Nada Ruddock, Vice President of Community Affairs, NBC 5 – Nada.Ruddock@nbcuni.com or (817) 235-3306.

To join the event, we require you commit to do the following:

1. Start the Clear the Shelters campaign in your shelter on Saturday, July 2, 2016, and report the number of ALL adoptions during the 3 week period. The on-air campaign will begin on Saturday, July 2, 2016 and end on Saturday, July 23, 2016.

   The first three weeks of the campaign, Saturday, July 2, – Friday, July 22, please conduct your adoptions without any change, i.e. CHARGE YOUR FULL ADOPTION FEES and conduct business as you would always conduct business. Please report the number of adoptions weekly to Corey Price. We will need all adoption numbers reported by C.O.B. on Friday, July 22, so we can include that number in our LIVE news coverage on Saturday, July 23rd.

   On Saturday ONLY, July 23, 2016, WAIVE the adoption fee entirely for ALL dogs, cats, puppies and kittens adopted.

2. Report your numbers.

- Available Animals - We need to know approximately how many "adoptable" animals you anticipate having in your shelter when the doors open July 2, 2016. Please do not include stray-hold animals or any animals that will not be available for adoption in this number. This will help us calculate a total number of "adoptable" animals that NBC 5 and Telemundo 39 can promote as looking for homes during the campaign. This will be our goal number to Clear the Shelters.
- Annual Intake – this will give NBC 5 and Telemundo 39 a total number of animals entering shelters each year in the Metroplex.

3. Please Use and Follow the Marketing Plan.

- Use the event name: Clear the Shelters or Desocupar los Albergues (Spanish version.)
- Use the marketing materials that are provided. You will be able to add your organization's logo.
- Use official messaging from press materials. You can customize where you see fit, but the messaging needs to be consistent.
- We highly recommend and encourage you to leverage social media— (Facebook, Twitter, and Instagram). Please use the hashtags #CleartheShelters or #DesocuparlosAlbergues. We will also provide some messaging for you.
- Please do not allow any other organization to use the event logo on their website or leverage it in any way for their benefit.

4. Designate a person to attend planning meetings and conference calls to prepare and plan for the event.

5. We highly recommend that you recruit and train volunteers to help during the campaign and on event day.

Clear the Shelters LAST DAY, Saturday, July 23, 2016:

- Waive the adoption fees on Saturday, July 23, 2016.
- Please make sure your adoption numbers from the campaign (July 2 – July 22) have been reported to the designated data collector (TBD.)
- Please assign a person to log Saturday, July 23, adoption numbers and report those adoption numbers each hour to the person designated for data collection (TBD.)
- Report your adoption numbers by 5:00 p.m. to the designated data collector (TBD.) This is critical for NBC 5 and T39's news coverage of the event and to keep people excited and informed about the event's success.

After the Event:

1. Report Your FINAL adoption number. Some animals may not be counted by 5:00 p.m. We would like to have all the numbers reported in by Monday, July 24, 12 noon.
2. Report how many "adoptable" animals remained in your shelter at the close of the event. We would like to know how many were not adopted.
3. Track adoption returns from event day for 30 days after the event and report the number to Corey Price.

THANK YOU AGAIN!!!

Designated Shelter Coordinators:

Name of Animal Shelter: Lewisville Animal Services

Estimated Number of Animals Available for Adoption for this Campaign: 80

Annual Intake Number: 2700

Contact Name: Ethel Strother

Contact Title: Animal Services Supervisor

Contact Phone Number: 972-219-3478 Cell: 972-313-5588

Contact E-Mail Address: estrother@cityoflewisville.com

Public Information for the promotional materials and websites:

Shelter Address: 995 E Valley Ridge Blvd, Lewisville, TX 75057

Shelter Website: cityoflewisiville.com

Shelter Facebook page (if applicable): _____

Main Phone Number: 972-219-3478

Please return this form to Corey Price, Animal Services Manager for the City of Irving Animal Services – cprice@cityofirving.org by April 15, 2016. If you have any questions, please feel free to contact Corey Price or Nada Ruddock, Vice President of Community Affairs, NBC 5 – Nada.Ruddock@nbcuni.com or (817) 235-3306.

By submitting this commitment form, the contact person agrees, on behalf of the organization, to participate as outlined above.

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING CHAPTER 3, ANIMALS, OF THE LEWISVILLE CITY CODE; BY AMENDING SECTION 3-21, IMPOUNDMENT, TO CLARIFY OWNERSHIP INTERESTS IN IMPOUNDED AND SURRENDERED ANIMALS; AND BY AMENDING SECTION 3-1, DEFINITIONS, SECTION 3-63, UNLAWFUL RESTRAINT OF DOGS, SECTION 3-116, REPORTING ATTACKS ON ANIMALS, AND SECTION 3-117, HEARING, TO PROVIDE UNIFORMITY IN LANGUAGE THROUGHOUT THE ORDINANCE; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, current City policy presumes that the owner of an animal in City custody for a certain period of time or under certain circumstances has waived ownership rights or interest in the impounded animal; and,

WHEREAS, the City wishes to make it clear when ownership and rights or interest in an impounded animal are presumed to be waived; and,

WHEREAS, the City wishes to provide uniformity in the use of certain terms throughout the animal ordinance; and

WHEREAS, the City Council finds that it is necessary to amend the City's current ordinance to ensure clarity of language for both City staff and citizens.

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

SECTION 1. Chapter 3, Article I, Section 3-1 of the Code of Ordinances of the City of Lewisville, Texas is hereby amended, in part, to read as follows:

"*Animal control officer* shall mean the person employed by the city to represent and act for the city in the impoundment of animals, controlling of at large animals, enforcement of this chapter and applicable state regulations, and as otherwise authorized herein, or designee.

Animal shelter shall mean a facility that keeps or legally impounds at large, homeless, abandoned, or unwanted animals. For purposes of this chapter, the term "city animal shelter" shall mean the Leonard B. Judd Animal Shelter."

SECTION 2. Chapter 3, Article II, Section 3-21(e) of the Code of Ordinances of the City of Lewisville, Texas is hereby amended to read as follows:

"(e) If an animal is surrendered to the animal control officer, the owner waives any further ownership rights or interest in the animal, and the animal may be administered preventative immunizations or required medical treatment, offered for adoption to the general public, offered for adoption to the general public, offered for placement with a humane organization, euthanized, or otherwise humanely disposed of at any time after the owner has released the animal to the animal control officer."

SECTION 3. Chapter 3, Article II, Section 3-21(g) of the Code of Ordinances of the City of Lewisville, Texas is hereby amended to read as follows:

"(g) The animal control officer shall be authorized to euthanize, or cause to be euthanized, any impounded animal prior to the expiration of any holding periods stated herein under the following conditions:

(1) To prevent further suffering of an animal which appears to be seriously injured, ill, or diseased;
(2) To prevent further suffering of any nursing or similarly dependent infant animal which is impounded without its mother, or where the mother cannot or refuses to nurse or care for the infant animal;
(3) To prevent suffering of an animal which is unable to feed or otherwise sustain itself; or
(4) As may otherwise be authorized by law.

If the animal control officer determines that it is necessary to euthanize an animal under this section, it shall be presumed that the owner, if any, of the animal has chosen to waive any further ownership rights or interest in the animal at the time of the animal control officer's determination."

SECTION 4. Chapter 3, Article III, Division 1, Section 3-63(b) of the Code of Ordinances of the City of Lewisville, Texas is hereby amended to read as follows:

"(b) A dog that is restrained outdoors and left unattended must be restrained in a yard that is entirely enclosed by a fence or in an enclosed structure that prevents unauthorized access by any person into the area in which the dog is restrained and that protects the dog from attack by at large dogs or other animals."

SECTION 5. Chapter 3, Article III, Division 5, Section 3-116 of the Code of Ordinances of the City of Lewisville, Texas is hereby amended to read as follows:

"Sec. 3-116. Reporting attacks on animals.

(a) If an animal is attacked by an at large dog, and that attack resulted in serious injury to or the death of that animal, the attacked animal's owner may report the incident to the animal control officer by submitting a sworn statement describing the attack. The statement must be received by the animal control officer not later than the 30th day after such attack occurs, and it shall contain as much of the following information as known, including:

(1) Name, address, and telephone number of the person filing the sworn statement;
(2) Name, address, and telephone number of the at large dog owner;
(3) A description of the at large dog;
(4) Date, time, and location of the attack;
(5) Detailed account of the attack, including a description of events occurring immediately before, during, and after the attack;
(6) Name, address, telephone numbers of any witnesses to the attack.

(b) If the attacked animal sustained serious injuries which did not result in death, then a letter signed by the treating veterinarian must be submitted with the sworn statement. The letter must describe the injuries sustained by the attacked animal, and state that the injuries were serious, characterized by severe bite wounds, or severe ripping and tearing of muscle, or that the injuries required prompt medical attention after the attack to preserve the animal's life.

(c) Sections 3-116 through 3-119 of this chapter shall not be applicable to:

(1) Attacks on prohibited animals;
(2) Attacks on animals which are unlawful to keep upon the owner's premises;

(3) Attacks on an animal that was at large at the time of the attack, or immediately prior to the attack; or
(4) Attacks on wildlife."

SECTION 6. Chapter 3, Article III, Division 5, Section 3-117 of the Code of Ordinances of the City of Lewisville, Texas is hereby amended to read as follows:

"Sec. 3-117. Hearing.

(a) After receiving the sworn statement from an owner of an animal that has been seriously injured or killed by an at large dog, along with a letter from the treating veterinarian where required, the animal control officer shall investigate the incident and determine whether to file a report and request a hearing in the municipal court to determine if the dog involved is a dangerous dog as defined in this chapter.

(b) Upon receiving a report from the animal control officer describing an alleged dangerous dog incident, the court shall set a time for a hearing to determine if the dog is a dangerous dog as defined in this chapter. The hearing must be held not later than the 10th day after the date on which the dog is seized or delivered for confinement. Written notice of the time and place of the hearing shall be delivered to:
(1) The owner of the at large dog; and
(2) The owner of the attacked animal.

(c) Upon notification that a dangerous dog determination hearing is to be conducted, the owner shall immediately deliver the dog to the city animal shelter where it shall be confined pending the outcome of the hearing and any subsequent appeals, unless confinement at another location has been specifically authorized by the animal control officer.

(d) If the owner fails or refuses to surrender or deliver the dog for confinement as specified in subsection (c), above, the court may order the animal control officer to seize the dog and issue a warrant authorizing the seizure. The animal control officer shall provide for the impoundment of the dog in secure and humane conditions pending the outcome of the hearing and any subsequent appeals.

(e) The owner shall be responsible for payment of all costs incurred to seize and confine the dog.

(f) Any interested party, including the city attorney, is entitled to present evidence at the hearing.

(g) A dog may be designated as a dangerous dog if the court finds that:

(1) The dog attacked another person's animal;

(2) The attack resulted in serious injury to or the death of the attacked animal;

(3) The dog was at large at the time it committed the attack; and

(4) The attacked animal was not at large at the time of the attack, or immediately prior to the attack.

(h) If the court determines that a dog is a dangerous dog, such dog shall be confined at the city animal shelter or other confinement location authorized by the animal control officer until the owner presents proof of required liability insurance coverage and the animal control officer has inspected and approved the secure enclosure where the dog will be kept. If the owner does not comply with such requirements on or before the 30th day after the date the dog is determined to be a dangerous dog, the court may order the humane destruction of the dog.

(i) The at large dog owner may appeal the decision of the municipal court in the same manner as provided for appeals of other municipal court cases. Any order to destroy the dog shall be suspended pending the outcome of the appeal.

(j) The court may order the humane destruction of a dog that has killed an animal belonging to another person upon determining that the dog is a dangerous dog and that sufficient evidence has been presented to find that destruction of the dog is necessary to protect public health, safety and welfare. Destruction of the dog may be performed by the animal control officer or a licensed veterinarian within the city limits unless otherwise authorized by the animal control officer."

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

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

SECTION 9. EFFECTIVE DATE. This ordinance shall become effective immediately upon its passage and publication as required by law.

SECTION 10. **EMERGENCY.** It being for the public welfare that this ordinance be passed creates an emergency and public necessity, and the rule requiring this ordinance be read on three separate occasions be, and the same is hereby waived, and this ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 20th DAY OF JUNE, 2016.

APPROVED:

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

_____
Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Steven L. Bacchus, Assistant City Manager

DATE: May 25, 2016

SUBJECT: **An Ordinance of the City Council of the City of Lewisville, Texas Extending the Term of an Ordinance Granting a Franchise to Texas New Mexico Power Company; and Providing an Effective Date.**

BACKGROUND

Texas New Mexico Power Company (TNMP) is an electricity wires and transmission provider within the City of Lewisville serving 43,238 residential and commercial customers. The current franchise agreement was executed in February 2012 and expires on April 30, 2017 (Ordinance #3927-02-2012).

In addition to the term extension from April 30, 2017 to April 30, 2022, minor modifications of Section 17, Compensation to the City is also required. The modifications include the payment dates for Discretionary Services Charges, which are paid annually. The Discretionary Services Charges are based on 4% of gross revenues received by the Company and paid to the City. Discretionary Charges set in the tariff include such costs as move-in or move-out cost, clearance request, disconnecting for non-payment, reconnection charges, meter testing charges and additional meter reading charges, service call charge related to meters, tampering charges and denial of access charges. The modification to Section 7 extends the payment dates for discretionary fee payment to the City to match the new term extension to April 30, 2022.

ANALYSIS

The franchise ordinance has been prepared to extend the term of ordinance 3927-02-2012 to April 30, 2022 with automatic renewals for additional six-month periods. For the use of City rights-of-way by TNMP, the franchise fee payment will remain at current PUC approval rate of 0.0026358 per kilowatt hour. Per the Charter, franchise agreements will require two readings with thirty (30) days between readings. The second reading will be on August 1, 2016.

RECOMMENDATION

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

ORDINANCE NO. 3927-02-2012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, GRANTING TO TEXAS-NEW MEXICO POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHTS-OF-WAY WITHIN THE CITY OF LEWISVILLE FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION THEREFOR; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. GRANT OF AUTHORITY. There is hereby granted to Texas-New Mexico Power Company, its successors and assigns (herein called "Company"), the right, privilege and franchise ("Franchise") to construct, extend, maintain, and operate in, along, over, under and across the present and future streets, alleys, highways, public places and public ways ("Public Rights-of-Way") of Lewisville, Texas (herein called "City") an Electric Transmission and Distribution System ("System") consisting of electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own internal and non-commercial use), for the purposes of supplying electricity to and delivery of electricity in and through the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 12.

SECTION 2. PURPOSE. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within

the Public Rights-of-Way of the City. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City, except as may be set out herein. Not included in this Franchise are any facilities (including any equipment attached in any way to Company's facilities, whether owned by the Company or not) that provide data delivery, cable service, telephone service, and/or any other service or product not required by Company for the transmittal and delivery of electricity.

SECTION 3. OPERATION, CONSTRUCTION AND MAINTENANCE OF ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM.

A. Company's System shall be so constructed as not to unreasonably interfere with any existing water and wastewater lines, gas lines, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair and restore in compliance with applicable provisions of the Lewisville City Code, all thoroughfares and other surfaces which it may disturb.

B. The Company shall install, maintain, construct, operate and replace its facilities in accordance with applicable city ordinances and so as to interfere as little as possible with traffic. The placement of new facilities in the Public Rights-of-Way shall be subject to the approval of the City Manager or designee. In determining the location of the Company's new facilities within the City, the Company shall minimize interferences with then-existing or documented planned underground structures of the City or with the existing facilities of other users of the Public Rights-of-Way. In determining the location of the facilities of the City and other utility franchisees and other users of the Public Rights-of-Way within the City, the City shall minimize the interference with existing facilities of the Company and shall require other utility franchisees or users of the Public Rights-of-Way to minimize interference with existing facilities of the Company

C. Company's property and operations within the Public Rights-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. This Franchise shall in

no way affect or impair the rights, obligations or remedies of the parties under the Texas Public Utility Regulatory Act, or other state or federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City that Company believes is contrary to any federal, state, or local law or regulation. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company.

D. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code or such comparable standards as may be adopted, provided comparable standards are not in conflict with the National Electric Safety Code.

E. Company shall cooperate with the City by providing complete information regarding the location of current and future underground conduits, and other electrical appurtenances. Reproducible copies of maps showing the location of all Company facilities within the Public Rights-of-Way shall be furnished to the Community Development Department upon request. The maps shall be provided in electronic digital format, if available. The information required by the City under this paragraph shall be subject to the confidentiality and proprietary protection under paragraph 8.E. herein.

F. Any and all excavations and obstructions in and upon the streets, alleys, and other public places in the City caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible, under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to at least the condition that existed prior to the excavation. Replacement of sod is to be of like kind, smoothed, shaped, rolled and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked and maintained by the Company in accordance with standards set forth in the current Texas Manual on Uniform Traffic Control Devices (TMUTCD), as well as any other applicable local, state and federal requirements. Company warrants that any such restoration work performed in the Public Rights-of-Way shall be in satisfactory condition for a period of two (2) years from the date of completion of such work. In the event that the Company fails to repair or restore an excavation site within fourteen

(14) calendar days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the cost of such repair or restoration. Except for repairs, day to day maintenance, or in cases of emergency conditions, work conducted within the Public Rights-of-Way shall require an approved permit issued by the City prior to commencement of work. In no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way.

G. The Company shall have the authority to trim trees and other natural growth overhanging any of its Electrical Distribution System so as to reasonably prevent branches from coming in contact with the Company's Electrical Distribution System. The Company shall have in place a Vegetation Management Program, and shall provide the City with current copies of same, upon request. Except in emergency situations or in response to outages, Company shall notify property owners and the City prior to beginning planned Distribution tree trimming activities. Notice to City shall be given ten (10) calendar days in advance of the commencement of such activities by phone, mail, facsimile, or in person. Notice to customers shall be given five (5) calendar days in advance by door hangers, letter, or in person. The notice to the City shall additionally include a description of the location of the affected area. Because trimming schedules are subject to change due to unforeseen factors, Company will notify the City of any change in location or schedules as soon as practicable. Distribution trimming for restoration due to power outages, emergency conditions, storm clean-up, or safety are not subject to prior notification. In power restoration efforts, the extent and scheduling of trimming shall be determined by Company. Brush debris resulting from routine trimming operations (i.e., excluding outages, storm clean-up, and emergency conditions) shall be removed by Company, and removal shall be completed reasonably promptly. The Company's tree trimming shall conform to the ANSI A300 standards for tree care operations. The City may request the Company to remove and replace trees that the Company has trimmed in an unreasonable manner and shall cooperate with the City in determining the size, species and location of any replacement trees.

SECTION 4. INDEMNITY.

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents, and

employees (the "Indemnitees") harmless against any and all liability arising from any claim, lawsuit, or action brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company's or any of its officers, agents, or employees, intentional and/or negligent acts or omissions in connection with Company's construction, maintenance and operation of Company's System in the Public Rights-of-Way, including any court costs, expenses and defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officer, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City, or the City's agents, representatives or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the Company and the City.

C. In the event of joint and concurrent negligence or fault of both the Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligations to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all defense costs incurred by City.

SECTION 5. LIABILITY INSURANCE. Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following City

requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

1. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars ($5,000,000) per occurrence and ten million dollars ($10,000,000) aggregate. To the extent that coverage is maintained on a claims made form, the minimum limits are ten million dollars ($10,000,000) per occurrence and twenty million dollars ($20,000,000) aggregate. This coverage shall include the following;
    (a) Products/completed operations to be maintained for two (2) years.
    (b) Personal and advertising injury.
    (c) Contractual liability
    (d) Explosion, collapse, or underground (XCU) hazards.
2. Automobile liability coverage with a minimum policy limit of one million dollars ($1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
3. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers compensation claims.
4. Company must name the City, which includes all authorities, commissions, divisions, and departments, as well as elected and appointed officials, agents, and volunteers, as additional insureds under the coverage required herein, except Workers' Compensations Coverage. The certificate of insurance must state that the City is an additional insured.
5. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, insurance in the same amounts and under the same conditions as specified herein for Company. Company will maintain at all times, and will provide to City upon request, proof of its contractors' and subcontractors' compliance with this requirement.
6. The Company will provide proof of insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter.

Company will not be required to furnish separate proof when applying for permits.

SECTION 6. NON-EXCLUSIVE FRANCHISE. This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

SECTION 7. COMPENSATION TO THE CITY.

A. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City a franchise fee as set forth herein.

B. Company shall pay to the City on a quarterly basis, a charge, as authorized by Section 33.008(b) of PURA, currently the product of a factor of $0.0026358 multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries, as such charge may be revised from time to time by agreement of the parties, per the quarterly schedule as follows:

Payment Due Date	Quarter Upon Which Payment is Based
May 15	January 1 – March 31
August 15	April 1 – June 30
November 15	July 1 – September 30
February 15	October 1 – December 31

Payments shall continue in like manner for any extension of this Franchise as provided in Section 12 hereof.

C. In addition, Company shall pay City a sum equal to four percent (4%) of gross revenues received by Company from services identified in Section 6.1.2.1 "Standard Discretionary Charges," in its Tariff for Retail Delivery Service (Tariff), effective November 28, 2011, that are for the account and benefit of an end-use retail electric consumer located within the Lewisville, Texas city limits. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.

1. The franchise fee amounts based on "Discretionary Service Charges" referenced above shall be calculated on an annual calendar year basis, (i.e. from January through December 31 of each calendar year).
2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 7.C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2013 and will be based on the portion of calendar year 2012 from the City's regulatory approval referenced in paragraph 3 below through December. The final Discretionary Service Charge franchise fee amount will be paid on or before August 30, 2017 and will be based on the calendar year January 1 through December 31, 2016, plus the period January 1, 2017 through April 30, 2017.
3. On or before April 1, 2012, Company shall file with the City a tariff or tariff amendment(s) to provide for 100% recovery of the franchise fee on Discretionary Service Charges, over and above the amount of the Discretionary Service Charges, through its nonbypassable charges to the premises that received the related Discretionary Services. Company's obligation to account for and pay the franchise fee to City on such Discretionary Service Charges shall commence upon the City's approval, acting as regulatory authority, of that tariff or tariff amendment. For all Discretionary Services provided within the city limits beginning the first day of the month following City regulatory approval, Company

shall pay the associated franchise fee amounts to the City under the schedule provided in paragraph 2 above.

4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company; and (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.

5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.

D. With each payment of compensation required by Section 7.B, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.

E. With each payment of compensation required by Section 7.C., Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2.1, "Standard Discretionary Charges."

F. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded or offset against the next payment due from Company. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Franchise Agreement, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

G. Interest on late payments and underpayments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code Section 183.003 as amended for the time period involved.

H. No taxes, fees, or other payments by Company to the City, including, but not limited to, ad valorem taxes, shall reduce the franchise fees payable to City hereunder, except as agreed to by the City in Section 7.

SECTION 8. ACCOUNTING MATTERS.

A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.

B. The City may conduct an audit or other inquiry in relation to a payment made by Company. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by representatives of the City to ascertain the correctness of the reports agreed to be filed herein.

C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore. If as the result of any City audit, Company is refunded/credited for an overpayment or pays the City for an underpayment of the franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Sections 7.F. and 7.G.

D. If as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 13.C. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

E. If the Company provides confidential or proprietary information to the City, the Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. The City

agrees to maintain the confidentiality of any information obtained from Company so designated to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required to release by law. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's proprietary or confidential information, City will notify the Texas Attorney General of the proprietary or confidential nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION 9. RIGHT OF RENEGOTIATION.

A. Should either Company or the City have cause to believe that a change in circumstances relating to the terms of this Franchise may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. In the event the parties fail to agree to an amendment, this Franchise will remain in full force and effect. If, as a result of renegotiation, the City and Company agree to a change in a provision of the Franchise, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and acceptance of the amendment by Company.

SECTION 10. RELOCATION OF FACILITIES.

A. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along,

over, or under a Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, etc. Upon request by City, Company shall relocate, remove, or alter its facilities at its expense whenever such relocation, removal, or alteration is made necessary by Public Right-of-Way or utility improvements, provided that the City shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way.

B. When Company is required by City to remove or relocate its poles, towers, conduits, cables, and other facilities to accommodate Public Right-of-Way improvements, and Company is eligible under Federal, State, County, City or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be handled through City, Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City.

C. If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

D. If the City requires the Company to adapt or conform its facilities, or in any manner to alter, relocate, or change its property to enable any other entity other than the City to use, or use with greater convenience, said Public Rights-of-Way, the Company shall not be bound to make such changes until such other entity shall have undertaken, with good and

sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's property or facilities.

SECTION 11. TRANSFER AND ASSIGNMENT. The rights granted by this Franchise inure to the benefit of Company and any parent, subsidiary, or affiliate providing electric distribution services as provided in this Franchise, now or hereafter existing. Upon assignment to such parent, subsidiary or affiliate, such parent, subsidiary or affiliate assumes all obligations of Company hereunder and is bound to the same extent as Company hereunder. Company shall give City written notice within ninety (90) days of assignment to a parent, subsidiary or affiliate. In the event Company assigns this Franchise to someone other than a parent, subsidiary or affiliate (Assignee), Company shall give City notice concurrently with notice provided to the Public Utility Commission of the sale or transfer of assets. Any such assignment shall require that said Assignee assume all obligations of Company and is bound to the same extent as Company hereunder. If, within the first ninety (90) days after assignment to someone other than a parent, subsidiary or affiliate, City shall identify a failure to comply with a material provision of this Franchise, City shall have the right to treat such failure to comply as an Uncured Event of Default and immediately implement the provisions of Section 13, including the right to terminate the Franchise.

SECTION 12. TERM. This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on April 30, 2017; provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the expiration of this Franchise, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 13. DEFAULT, REMEDIES AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of this Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise Agreement:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's breach or violation of any of terms, covenants, representations or warranties contained herein or Company's failure to perform any material obligation contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.
2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.
3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 13.C.

C. Remedies. The City shall notify the Company in writing, of an alleged Uncured Event of Default as described in Section 13.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) calendar days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the

method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages.
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, that as a matter of equity, are specifically enforceable.
3. The termination of this Franchise.

D. Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise Agreement, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.

E. Termination. In accordance with the provisions of Section 13.C, this Franchise may be terminated upon thirty (30) business days prior written notice to Company. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the questions of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes.

F. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the

same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by such party waiving or relinquishing the future of any such term or provision.

SECTION 14. PUBLIC PURPOSE. All of the provisions contained in this Ordinance are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

SECTION 15. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of the Ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the parties in adopting this Franchise Ordinance that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to that end, all provisions of this Ordinance are declared to be severable.

SECTION 16. NOTICE. Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY	COMPANY
City Manager City of Lewisville 151 West Church Street Lewisville, TX 75057	Vice President of Operations Texas-New Mexico Power Company 577 North Garden Ridge Blvd Lewisville, Texas 75067

With copy to:
Legal Department
Texas-New Mexico Power Company
225 East John Carpenter Freeway,
Suite 1500
Irving, Texas 76109

SECTION 17. ACCEPTANCE. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. Company shall pay all publication expense regarding notification of the Franchise ordinance.

SECTION 18. FUTURE AMENDMENTS. This Ordinance may be amended only by the mutual written agreement of the City and the Company.

SECTION 19. ORDINANCE PASSED AT PUBLIC MEETING. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

SECTION 20. EFFECTIVE DATE. This Ordinance shall become effective upon Company's written acceptance hereof in accordance with Section 17.

SECTION 21. REPEAL. This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

DULY PASSED AND APPROVED ON THE 1ST READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, BY A VOTE OF 5 TO 0, ON THIS THE 9TH DAY OF JANUARY, 2012.

DULY PASSED AND APPROVED ON THE 2ND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, BY A VOTE OF 5 TO 0, ON THIS THE 20TH DAY OF FEBRUARY, 2012.

APPROVED:

Dean Ueckert, Mayor
City of Lewisville

ATTEST:

Julie Heinze
City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster
City Attorney

RECEIVED

MAR 0 5 2012

CITY OF LEWISVILE
ACCOUNTS PAYABLE

Bill Patterson

LEWISVILLE CITY LEGAL

Pat Parra

Ad# 740603 Acct# 100042771

THE STATE OF TEXAS

The County of Denton

Being duly sworn (s)he is the Publisher/authorized designee of the Denton Record-Chronicle, in City of Denton/surrounding areas in Denton County; Newspaper of general circulation which has been continuously and regularly published for a period of not less than one year preceding the date of the attached notice, and that the said notice was published in said newspaper on the following dates. Publication of a neighborhood newspaper began on May 7, 2005: Lewisville/Flower Mound/ HighlandVillage NeighborsGo (name changed from Southern Denton County Neighbors effective 12/2008)

ORD NO. 3927-02-2012
Published: Lewisville Neighbors Go 2/24/2012
48 Lines $25.00

JULIE K. HAMMOND
Notary Public
State of Texas
My Comm. Expires 1-5-2016

Subscribed and sworn to before me this 24 day of February 2012
Witness my hand and official seal

Notary Public, Denton, County, Texas

Affidavit of Publisher to Publication of Legal Notice
(Here Paste the Notice by Publication Cut from Newspaper)

CITY OF LEWISVILLE PUBLIC NOTICE

Notice is hereby given that the following ordinance was adopted by the Lewisville City Council at a regular meeting held on Monday, February 20, 2012. (Caption and Penalty Clause.)

ORDINANCE NO. 3927-02-2012; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, GRANTING TO TEXAS-NEW MEXICO POWER COMPANY, ITS SUCCESSORS AND AS SIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHTS-OF-WAY WITHIN THE CITY OF LEWISVILLE FOR THE CONSTRUCTION AND OPERA TION OF AN ELECTRIC TRANS MISSION AND DISTRIBUTION SYSTEM; PRESCRIBING CON DITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COM PENSATION THEREFOR; PRO VIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND PROVIDING FOR SEVERABILITY.

Copies of this ordinance may be reviewed in the City Secretary's Office, Lewisville City Hall, 151 West Church Street, Lewisville, Texas.

JULIE HEINZE,
CITY SECRETARY

LV/FM/HV 2/24/2012

LEGAL NOTICES

proposals, to waive any formalities and/or irregularities and to award the proposal in the best interest of the school district.

LV/FM/HV 3/9/2012 & 3/16/2012

PUBLIC HEARING

Notice is hereby given that the Town Council of the Town of Flower Mound, Texas, will hold a Public Hearing on March 19, 2012 at 6:00 p.m. in the Flower Mound Town Hall, 2121 Cross Timbers Road. The purpose of the hearing is to consider a request (MPA 01-12 - Specific Plan Area 11) to amend Section 1.0, Land Use Plan, and Section 3.0, Specific Plan Areas, of the Master Plan to amend Specific Plan Area 11 (SPA 11) to make certain text amendments and include additional land along the southwest quadrant of FM 3040 and Duncan Lane within Specific Plan Area 11.

DRC 3/2/201
LV/FM/HV 3/9/2012

Ordinance No. 3927-02-2012

An Ordinance of the City Council of the City of Lewisville, Texas, granting to Texas-New Mexico Power Company, its successors and assigns, the non-exclusive right to use and occupy rights-of-way within the City of Lewisville for the construction and operation of an electric transmission and distribution system; prescribing conditions governing the use of the public rights-of-way; providing for compensation therefor; providing for an effective date and a term of said franchise; providing for written acceptance of this franchise; finding that the meeting at which this ordinance is passed is open to the public; and providing for severability.

TNMP

CI

REQUEST FOR BID

Bids may be submitted on line at Bidsync.com or delivered to the Purchasing Office, 151 West Church St., Lewisville, Texas 75057 or mailed and received to P O Box 299002, Lewisville, Texas 75029 until **2:00 P.M. LOCAL TIME, Tuesday, March 27, 2012,** for the products/services listed below. If submitting a written bid, the bid must be delivered in a sealed envelope, clearly marked with "PURCHASING", the bid number, bid closing date and company submitting the bid.

ANNUAL CONTRACT FOR WATER AND WASTEWATER CHEMICALS (Bid #12-21-A)

Specifications, bid forms and instructions to bidders are available on Bidsync at www.bidsync.com. The City of Lewisville reserves the right to waive any informalities and to award the bid based on "best value" as defined by Local Govt. Code, section 252.043.

Minority and Small Businesses are encouraged to submit a bid.

Questions regarding this request for sealed bids should be addressed Karen Emadiazar at (972) 219-5078.

City of Lewisville,

Rebecca Hunter, CPPB
Buyer

LV/FM/HV Neighbors 3-9,3-16-12

CITY OF LEWISVILLE PUBLIC NOTICE

Notice is hereby given that the following ordinance was adopted by the Lewisville City Council at a regular meeting held on Monday, March 5, 2012. (Caption and Penalty Clause.)

ORDINANCE NO. 3928-03-2012(Z): AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT AMENDS THE ZONING ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS, GRANTING ZONING CHANGES ON THE 29.054 ACRE TRACT OF LAND FULLY AND COMPLETELY DESCRIBED IN THE ATTACHED EXHIBIT "A", ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM AGRICULTURAL OPEN SPACE (AO) DISTRICT ZONING TO LIGHT INDUSTRIAL (LI) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY; AND DECLARING AN EMERGENCY.

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.

Copies of this ordinance may be reviewed in the City Secretary's Office, Lewisville City Hall, 151 West Church Street, Lewisville, Texas.

JULIE HEINZE,
CITY SECRETARY

LV/FM/HV NeighborsGo 3/9/12

neighborsgo
Where neighbors go to connect.

Your hometown homepage.

Check it out at neighborsgo.com.

neighborsgocom
Where neighbors go to connect.

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CB

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Pete Metro 940-584-0777
CB

Blog, Blog, Blog.
at neighborsgo.com

neighborsgo

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS AMENDING ORDINANCE NO. 3927-02-2012, WHICH GRANTS A FRANCHISE TO TEXAS NEW MEXICO POWER COMPANY, BY EXTENDING THE TERM AND PROVIDING FOR ITS RENEWAL; FURTHER PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ACCEPTANCE BY TEXAS NEW MEXICO POWER COMPANY

WHEREAS, on February 20, 2012 the City Council adopted Ordinance No. **3927-02-2012**, an ordinance granting Texas New Mexico Power Company (**"TNMP"** or **"Company"**), a franchise for a period of five (5) years to use and occupy the present and future streets, avenues, alleys, highways, public places, public ways and utility easements (Public Rights-of-Way) within the City of Lewisville (the **"City"**) for the purpose of constructing, extending, maintaining, using and operating an electric utility system of poles, lines, wires, towers, anchors, cables, manholes, underground conduits, transmission lines, telegraphic and telephone lines for its own use, and other structures and appurtenances necessary for the delivery of electricity to customers located in the City, (collectively, the **"Franchise"**); and

WHEREAS, Ordinance No. **3927-02-2012** expires on April 30, 2017; and

WHEREAS, the City and Company wish to extend the term of the Franchise.

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

SECTION 1. The extension to the term of Ordinance No. 3927-02-2012 of the City of Lewisville, Texas until April 30, 2022, is hereby approved and agreed to by TNMP and the City of Lewisville; provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the April 30, 2022 expiration of this Franchise amendment, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 2. Section 7, Compensation to the City, of Ordinance No. **3927-02-2012** is hereby amended by deleting the current language in its entirety and in its place inserting the following new language:

SECTION 7. COMPENSATION TO THE CITY.

A. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City a franchise fee as set forth herein.

B. Company shall pay to the City on a quarterly basis, a charge, as authorized by Section 33.008(b) of PURA, currently the product of a factor of $0.0026358 multiplied by each kilowatt hour of

electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries, as such charge may be revised from time to time by agreement of the parties, per the quarterly schedule as follows:

Payment Due Date	Quarter Upon Which Payment is Based
May 15	January 1 – March 31
August 15	April 1 – June 30
November 15	July 1 – September 30
February 15	October 1 – December 31

Payments shall continue in like manner for any extension of this Franchise as provided in Section 12 hereof.

C. In addition, Company shall pay City a sum equal to four percent (4%) of gross revenues received by Company from services identified in Sections 6.1.2.3, 6.1.3.3, and 6.1.4.3 "Discretionary Charges Other Than Construction Charges," in its Tariff for Retail Delivery Service (Tariff), effective March 1, 2016, and as subsequently amended, that are for the account and benefit of an end-use retail electric consumer located within the Lewisville, Texas city limits. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.

1. The franchise fee amounts based on "Discretionary Service Charges" referenced above shall be calculated on an annual calendar year basis, (i.e. from January through December 31 of each calendar year).
2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 7.C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2013 and will be based on the portion of calendar year 2012 from the City's regulatory approval referenced in paragraph 3 below through December.

The final Discretionary Service Charge franchise fee amount will be paid on or before August 30, 2022 and will be based on the calendar year January 1 through December 31, 2021, plus the period January 1, 2022 through April 30, 2022.

3. On or before April 1, 2012, Company shall file with the City a tariff or tariff amendment(s) to provide for 100% recovery of the franchise fee on Discretionary Service Charges, over and above the amount of the Discretionary Service Charges, through its nonbypassable charges to the premises that received the related Discretionary Services. Company's obligation to account for and pay the franchise fee to City on such Discretionary Service Charges shall commence upon the City's approval, acting as regulatory authority, of that tariff or tariff amendment. For all Discretionary Services provided within the city limits beginning the first day of the month following City regulatory approval, Company shall pay the associated franchise fee amounts to the City under the schedule provided in paragraph 2 above.

4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company; and (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.

5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.

D. With each payment of compensation required by Section 7.B, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within

the City and the amount of payment for the period covered by the payment.

E. With each payment of compensation required by Section 7.C., Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Sections 6.1.2.31, 6.1.3.3, and 6.1.4.3 "Standard Discretionary Charges Other Than Construction Charges."

F. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded or offset against the next payment due from Company. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Franchise Agreement, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

G. Interest on late payments and underpayments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code Section 183.003 as amended for the time period involved.

H. No taxes, fees, or other payments by Company to the City, including, but not limited to, ad valorem taxes, shall reduce the franchise fees payable to City hereunder, except as agreed to by the City in Section.

SECTION 3. In all respects, except as specifically and expressly amended by this Ordinance, the Franchise shall remain in full force and effect according to its terms until the Franchise expires or otherwise terminates in accordance with the provisions of the Franchise and it's amendments.

SECTION 4. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 5. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given by City as required.

SECTION 6. This Ordinance shall be in full force and effect on _____ following (i) its adoption by City; and (ii) Company files its written acceptance of this Ordinance with the City Secretary's office within sixty (60) calendar days following City's adoption of this Ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 20TH DAY OF JUNE, 2016.

APPROVED:

_____
Rudy Durham, MAYOR

ATTEST:

_____
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

_____
Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Cleve Joiner, Director of Neighborhood Services

VIA: Claire Swann, Assistant City Manager

DATE: June 20, 2016

SUBJECT: Amending the City of Lewisville Economic Development Policy to Allow Staff to Administer the City of Lewisville Property Enhancement Program.

BACKGROUND

At the October 12, 2015 special called session, Council expressed its desire to adopt an incentive program where the City provides matching grants for qualified individuals wanting to make improvements to the exterior of their homes. After reviewing existing programs of other cities and considering best practices, Staff recommends amending the City's economic development policy to allow for the administration of the Lewisville Property Enhancement Program as described in the proposed guidelines (see attached).

This incentive program was first imagined and recommended under the the Neighborhood Preservation Committee's Final Report dated January 2011. The 2025 Plan further supported this incentive program by conceptually adopting it as part of Big Move #4 Thriving Neighborhoods. To formally adopt this program, the City's Economic Development Policy must be amended to set monetary limits and adopt guidelines for administration of such grants. At this time, Staff plans to call the incentive program the Lewisville Propery Enhancement Program or "Lewisville PEP".

ANALYSIS

City Council funded the PEP grants with $165,000 for fiscal year 2015-16. To date, the funds have not been utilized due to the time it has taken Staff to develop the proposed guidelines. Staff has taken time to fully research other city programs and coordinate with our legal team to draft a program that embodies best practices and yet is carefully tailored to our community's needs.

Under Lewisville PEP, eligible applicants and projects may be approved for a fifty-percent (50%) matching grant once in a 12-month time period, capped at the amounts listed below:

- **Low-to-Moderate Income** – The City will match a homeowner's investment up to $5,000 if his/her income is at or below the 80% MFI (Median Family Income) as provided in the current income limits established by the US Department of Housing and Urban Development (HUD) based on the Dallas, TX HUD Metro Fair Market Rent Area.

- **Above Low-to-Moderate Income** – The City will match a homeowner's investment up to $1,000 if his/her income is above the 80% MFI as provided in the current HUD Income Limits.

- **Replacement of Private Retaining Walls on Thoroughfares** – The City will match a homeowner's investment up to $3,000 to repair or replace a private retaining wall adjacent to a thoroughfare, regardless of household income.

Please see the attached guidelines for more information about eligibility of projects as well as the administration of the Lewisville PEP grants.

RECOMMENDATION

It is City staff's recommendation that the City Council amend the Lewisville Economic Development Policy as set forth in the caption above.

Effective Date: ___
Approval: _____

CITY OF LEWISVILLE
POLICY STATEMENTS

TOPIC: **1.0 – ADMINISTRATION**
REFERENCE: **SECTION V – ECONOMIC INCENTIVE**

I. ECONOMIC INCENTIVES

A. Purpose

The City of Lewisville is committed to promoting economic growth, redevelopment and community improvement through the use of local planning tools, such as economic incentives. In order to create a guiding framework for decisions regarding the use of public resources to stimulate economic activity, the City of Lewisville has established this policy to ensure consistency with the City's strategic priorities and objectives and to provide a return on investment to the community.

B. Obligation

While this policy will be proactively used in the process of granting incentives, nothing in this document implies that the City of Lewisville is under any obligation to provide an incentive. Further, while these guiding criteria provide a framework for evaluation, every prospect will be considered on a case by case basis by the City Council. All incentives are subject to availability of funding.

C. Applicability

Any Project requesting incentives in Lewisville will be given consideration under the provisions of this policy. As a rule, Projects are evaluated with regard to their economic efficiency; and return on investment to the City of Lewisville. This may mean addition of quality jobs, ad valorem tax value, sales tax or any other significant public benefit.

D. Public Accountability & Performance Measures

Every incentive agreement that the City of Lewisville enters into is considered an investment for the public benefit. Each incentive application is considered with regard to its merit to the community at large, and its potential to create a multiplying economic effect. Performance measures will be established based on the Project profiles provided. Should an applicant be unsure of projected performance

indicators, utilizing conservative estimates with contingency options are encouraged to prevent default.

1. Compliance/Quality

   a. Each year, compliance reporting must be completed by incentive recipients prior to receipt of incentives. Projects that are not in compliance with performance measures are subject to recapture of a portion or all of the incentive value.

   b. Should an incentive recipient fail to meet compliance measures and to perform under the prescribed cures, incentives are subject to repayment to the City of Lewisville.

   c. Generally, any Project receiving an incentive under the provisions of this policy shall exceed the minimum requirements of development quality prescribed in the Lewisville Code of Ordinances as determined by a staff evaluation of proposed facility designs. Such designs will be included as compliance measures in an incentive agreement.

E. Definitions

1. Agreement – A contract between an Incentive recipient and the City clarifying the terms, performance measures and obligations of parties.

2. Assessed Value – The appraised value of a property after any exemptions have been applied.

3. Base Year Value – The Assessed Value of all property subject to a Tax Rebate in the year preceding execution of an Agreement.

4. Business Personal Property – Shall mean property associated with a Project other than Real Property and excluding inventory.

5. Compliance Measures – Economic performance indicators for a Project established by Agreement and reported to the City annually or as otherwise prescribed by Agreement.

6. Default – An event in which a party to an Agreement has failed to meet Compliance Measures and to perform under prescribed cures.

7. Expansion – An investment in fixed assets that will result in an increase in occupied building area, increased employment or higher Assessed Value of Real Property by a firm already located in the City.

8. Facility – Combined Real and Business Personal Property Improvements that house an economically purposeful activity.

9. Improvement – A building, structure or fixture erected on or affixed to land.

10. Incentive – Is any inducement for economic activity given by a governmental entity (in this case the City of Lewisville) such as a Rebate, Freeport Exemption, tax increment financing, bond financing, participation in infrastructure costs, waiver of fees or development requirements only as allowed by law, or any other incentives not prohibited by state or federal law.

11. Job – A permanent, full-time employment position that has provided or will result in employment of at least 1,820 hours per position in a year; Part-time positions may be aggregated to create a full-time position for consideration in this policy.

12. Modernization – The replacement and upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing, or completion of deferred maintenance.

13. Project – The combination of proposed investment, improvements and economic activity that is submitted in an application for an economic incentive.

14. Real Property – Shall mean land or an improvement affixed thereto.

15. Reinvestment Zone – A geographic area designated as blighted and in need of revitalization for the purpose of granting incentives as authorized by law.

16. Tax Rebate – The full or partial reduction of municipally imposed tax liability.

F. Application Process

1. Application Required:

a. In order to ensure accountability, fairness and compliance with all applicable regulations, every incentive request must proceed through a uniform application process.

b. Process Steps Include:

(1) Pre-Application Conference with Economic Development Staff

(2) Submission of Application

(3) Application Review and Analysis by Economic Development Staff

(4) Preparation of Executive Session Presentation to City Council

(5) City Council Recommendation & Offer

(6) Pre-Design Conference with Economic Development & Planning Staff

(7) Staff Review of Design

(8) Incentive Agreement Drafting & Revision

(9) Applicant Submission of Signed Agreements

(10) Public Hearing and/or City Council Approval*

*All prospects remain confidential as allowed under state law until this point, unless otherwise arranged between the City and the applicant

G. Tax Abatement/Rebate

1. Incentive Description

a. Tax Abatements or Rebates are utilized to reduce the municipal property tax liability for economically valuable Projects. The City of Lewisville will consider use of a Tax Abatement or Rebate for both firm based and development based incentives on a case by case basis according to the merits of each Project. Tax Abatements shall be available for both new facilities and structures and for the expansion or modernization of existing facilities and structures.

b. If utilized, Tax Abatements or Rebates are subject to a maximum term of 10 years, cannot be applied to existing value, and the value of land. Projects requesting a Tax Abatement or Rebate are evaluated based on the increase in Assessed Value over the Base Year Value.

2. Minimum Qualifications for Consideration

A Project requesting a Tax Abatement or Rebate must meet at least one of the following minimum qualifications in order to be considered:

a. Jobs – 200

b. Average Salary – $45,000

c. Payroll – $4,000,000

d. Real Property – $5,000,000

e. Personal Property – $200,000

f. Redevelopment Site – Designated Site

3. Redevelopment Site Priority

Projects selecting a location that is a City designated redevelopment site, may receive additional priority consideration in the tax liability reduction process, which may include, but is not limited to, the addition of weighted points in the evaluation matrix for the Project.

4. Exporting Entity Priority

Projects involving a company with more than 50% of its products or services being sold to international markets shall receive additional priority consideration in the tax liability reduction process, which may include, but is not limited to, the addition of weighted points in the evaluation matrix for the Project.

5. Firm Based Incentive Evaluation Method:

Project Indicator	Base	Additional Point Increment	Point Increase Per Increment
Jobs	200	100	1
Facility Square Footage	0	50,000	1
Average Salary	$45,000.00	$5,000.00	1
Payroll	$4,000,000.00	$500,000.00	1
Real Property	$5,000,000.00	$500,000.00	1
Personal Property	$1,000,000.00	$1,000,000.00	1
Sales Tax	$0.00	$1,000	1
Annual Visitors	0	25	1

International Exporter (Y/N)	Under 50% of products sold	Over 50% of products sold	15
Redevelopment Site	N	Y	15

The total points for each Project will be multiplied by .03 in order to calculate the level of incentive that could be apportioned over a 10 year timeframe. This amount can be adjusted to provide more benefit at the early stages of a Project by shortening the term and increasing the percentage of the Tax Abatement/Rebate.

6. Development Based Incentives

a. Speculative Projects

Projects that are built on a speculative basis, but will suit future use by tenants typically exhibiting high indicators in any of the Firm Based Incentive Evaluation Method categories, may apply for a speculative incentive. The maximum amount of a speculative incentive is 75% of real and personal property for a period of 5 years. Renegotiation of such incentive shall only be considered if a single tenant purchases or leases for occupancy more than 90% of the facility or will maintain a personal property or inventory value of $15 million. In such instance, a renegotiated incentive agreement will be made with the occupant of the building. In any instance, the extension of benefits or negotiation of incentive involving an occupant or tenant shall be subject to approval by the City.

b. Public-Private Master Planned Developments & Focus Area Projects

Projects that are initiated in conjunction with any City of Lewisville Master Plans or excel in any of the City's Focus Areas outlined in the General Provisions section may be considered for a Tax Abatement/Rebate on a case by case basis.

H. Grants & Rebates

1. Incentive Descriptions

a. Under state law, the City of Lewisville is authorized to provide grants or loans of funds to stimulate investment. The potential for cash driven incentives is limited. Incentives of this type are considered for focus area Projects, often on a reimbursement basis. This encompasses requests regarding construction costs, infrastructure, inventory tax, sales tax and fees.

b. Focus Areas

In order to be considered for a grant, a Project must fall in one of the following focus areas:

(1) Mixed-Use/Transit-Oriented Projects

(2) Sustainable Development/Green Building Projects

(3) Shopping Center Redevelopment

(4) Destination Retail/Entertainment Venues

(5) Brownfield Redevelopment

I. Retail Redevelopment Grant

1. The Retail Redevelopment Matching Grant program is a performance based incentive intended to stimulate conversion and redevelopment of outmoded commercial properties in the City of Lewisville. This grant is a reimbursement payment made after completion of improvements to a Project site.

a. Eligibility

(1) At least 15 years of age at the time of application

(2) Minimum Project site of 3 acres unless otherwise approved by the City

(3) Property must rezone to MU-SC or MU-30

b. Eligible Improvement

A proposed Retail Redevelopment Matching Grant Project must:

(1) Exceed all applicable development standards

(2) Adhere to the suggested design practices recommended by the OED for retail and mixed-use development

(3) Incorporate all of the following improvements:
- Façade Renovations
- Landscaping Improvements
- Signage Renovations

(4) In addition to any one of the following:
- Incorporation of mixed use components
- Incorporation of common areas/pedestrian plazas
- Public art installations

(5) Improvements made prior to approval of an incentive agreement are not eligible for reimbursement under this program.

c. Zone Funding

(1) Properties meeting the above listed criteria, with a proposed Retail Redevelopment Matching Grant Project will be considered on a tiered priority basis.

(2) Priority 1 Zones:

(a) Projects proposed along the commercial corridors listed below will be given priority consideration for funding.

(i) Main Street Corridor: FM 1171 from Interstate 35E to Garden Ridge Boulevard

(ii) Central Interstate 35E Corridor: Interstate 35E from Main Street to Bellaire Boulevard

(iii) Business 121 Corridor: Business 121 from Valley Ridge Boulevard to Corporate Drive

(b) Funding for Priority 1 Zones

(i) 50% matching grant

(ii) $100,000 per acre limitation

(iii) Not to exceed $500,000 total

d. Funding for All Other Retail Zones

(1) Projects proposed along other commercial corridors may qualify for a Retail Redevelopment Matching Grant subject to the following limitations:

(a) 25% matching grant

(b) $50,000 per acre limitation

(c) Not to exceed $250,000 total

e. Special Consideration for Major Investment Projects

Special consideration may be given to Projects within any zone with a proposed investment of over $2,500,000.

f. Special Application Procedures Apply

(1) A pre-submission conference must be held for each applicant to review proposed improvements, discuss design guidelines, and review the incentive and development procedures applicable to the Project.

(2) Each application package must contain the following:

(a) Project narrative demonstrating:

(i) How the Project will improve the tenancy of the development

(ii) How the Project will serve the needs of the surrounding community

(b) Conceptual site plan

(c) Renderings and proposed elevations

(d) Proposed budget for major improvements (including funding sources)

(e) Project timetable

(3) Staff will review each application and return comments and recommendations for any needed changes to the applicant prior to a final submission for consideration by the City Council.

(4) At the time that a complete application is submitted, staff will schedule a consultation with the City Council in Executive Session regarding the development proposal.

(5) Upon expression of a desire to pursue the Project from the City Council, staff will draft an incentive agreement outlining

performance measures and an incentive amount for the Project.

(6) Upon receiving a signed agreement from the owner, staff will submit the agreement for approval by the City Council.

(7) At such time that the City Council approves the agreement, the applicant is authorized to begin work on the Project.

J. Broker Redevelopment Commission

1. The Broker Redevelopment Commission incentive is a grant available to any buyer's agent that causes the sale of a City designated blighted or underutilized property for redevelopment or land banking/consolidation purposes. A percentage of the broker's commission will be matched by the City, with certain guarantees that the redevelopment/consolidation of the blighted property will occur.

2. Projects that meet the following criteria are eligible for funding:

   a. Site must be in a City designated redevelopment area

   b. Concept development plan, with near term (24 month) feasibility

   c. Sale must take place after the approval of an incentive agreement with the City

3. In addition to the above listed conditions, if the current land use or zoning of the site conflicts with the concept development plan, the property may be required to enter into an agreement to re-zone and amortize said use.

4. All Projects are subject to the following limitations for funding purposes

   a. Limited to one grant per Project site as determined by the City

   b. Maximum of 50% of commission amount or $50,000, whichever is least

   c. Preference will be given to sites with larger acreage and/or a high level of potential for initiating a stimulus effect on surrounding properties

K. Brownfields Redevelopment

1. Priority is given to eligible properties creating the greatest potential for community benefits and cleanup and redevelopment of abandoned or idled

sites. In addition to standard incentives, the City may assist Brownfields projects with tools that include but are not limited to the following:

a. Tax credit based on voluntary cleanup costs

b. Bonus tax credit for job creation

c. Financial assistance for purchase of liens, tax certificates or other claims

d. Sales tax credit for purchase of building materials

e. Liability protection for lenders and redevelopers

f. City funded Phase I and Phase II Environmental Site Assessments

2. Properties must meet the following criteria in order to be considered a Brownfield Site:

a. Property must be identified as underutilized by the City of Lewisville;

b. Redevelopment of property must have near-term economic viability;

c. Property must have real or perceived environmental contamination challenges or concerns;

d. Property must not be under any Federal or State enforcement actions;

e. A site reuse plan must be developed;

f. Site must not be a Resource Conservation and Recovery Act (RCRA) permitted or interim-status facility;

g. Site must not be listed on the Environmental Protection Agency (EPA) National Priority List (NPL);

h. Owner must authorize, in writing, permission to allow City to designate property as a Brownfield and grant access to conduct the assessment; and

i. Applicant is willing to consider entering into Texas Voluntary Cleanup Program (VCP).

3. Property will be ranked based on the following criteria:

   a. Presence of a potential purchaser

   b. Site location relative to City revitalization plans

   c. Condition of site

   d. Site ownership & cooperation

   e. Transportation access

   f. Perceived degree of contamination

   g. Quality/value of redevelopment plan

L. Residential Development

1. The City will consider incentives for residential development that brings a unique or significantly higher value housing product than the average product available on the local market.

2. Projects must meet the following minimum standards to be considered:

   a. Single-family residential subdivision of more than five lots and not exceeding fifty lots

   b. Minimum taxable improvement value of $250,000 per dwelling unit

   c. Minimum 2,500 square feet living area per unit

   d. Product design must include architectural design that is reviewed and approved by staff

3. Established rebates or waiver of fees shall be determined at the sole discretion of the City Council based upon the merits of the Project. Incentives shall be made at the time of Certificate of Occupancy and not before sixty percent of the residential units in the approved development have been issued a Certificate of Occupancy.

M. Intergovernmental Support

1. The City actively supports certain incentive requests made to government entities having jurisdiction in Lewisville. While the City will partner with these Projects for support, the applicant remains responsible for completing the prescribed processes and, if applicable, paying the necessary fees for

requesting such incentives. The City is not responsible for ultimate decisions to grant incentives by other governmental bodies.

2. Applicants may request City support for Denton or Dallas County incentives. The following is a brief listing of the process:

   a. Applicant must provide a Project profile to the City's OED

   b. The OED will review the Project for its benefit to the local economy (This may coincide with review for City incentives)

   c. If the OED finds the Project to be locally beneficial, the City will provide a briefing (in addition to the required notifications) to the respective county official having jurisdiction in Project's location

3. Applicants may request City support for applications to the State of Texas or the United States Government for certain incentive programs such as Texas Enterprise Zone, Texas Enterprise Fund or Foreign Trade Zone designation. In order for the City to provide support for the application, the following must be provided:

   a. Project profile to be reviewed by the OED (this may coincide with review for City incentives)

   b. Description and program overview of the state incentive

   c. Appropriate agency contact for application review and letters of support

N. Special Financing Initiatives & Other Incentives

1. The City of Lewisville, as other municipalities in Texas, has the capability of leveraging certain tax tools such as low or no interest loans, revenue bonds or sales tax increments. Utilization of these types of incentives is a time consuming process with substantive public involvement required, and shall be reserved for Projects of the highest caliber. Applicants that intend to request these types of incentives should submit a narrative Project plan to the City of Lewisville OED.

2. Applications shall provide an overview of the following factors:

   a. Size and Location of the proposed Project site

   b. Proposed Project plan

   c. Proposed financing plan

d. Degree to which the Project conforms with City of Lewisville strategic priorities and goals

e. Degree to which the Project promotes any applicable Master Planning initiatives sponsored by the City

f. Market and financial feasibility for the development

g. Potential for the Project to catalyze private development offsite

O. Old Town Lewisville Incentives

1. Specialized incentives are available in Lewisville's Old Town district. Generally, these incentives are available within the boundary of the Tax Increment Finance District #1, with the exception of the Rear Façade Improvement program that is applicable only within the Old Town Center planning district.

2. Specialized incentives for the Old Town district are administered on a cost reimbursement basis and are subject, unless otherwise stipulated by agreement, to a one year performance window in which all work and payments must be completed. Projects involving aesthetic, architectural or design stipulations will be subject to limitations on alterations, maintenance and subsequent changes to elements covered by the provisions of the agreement. Review and approval by Lewisville Economic Development and Planning staff will be required under such circumstances.

3. Incentives

a. Aesthetic Improvement and Beautification

(1) This program is available to projects involving significant improvements to the architectural design and character of the built environment or public amenities in the Old Town area.

(2) Projects must include exterior improvements deemed significant enough to have spill-over benefits. Interior renovation or improvement projects are not eligible for funding under this program. Examples of eligible projects elements are as follows:

(a) Building rehabilitation

(b) New construction

(c) Site redevelopment

(d) Public art installations

(e) Landscaping and lighting

(f) Water features

(g) Seating, benches or pedestrian amenities

(3) Level of incentive will be determined according to the level of investment involved in the project, assessed spill-over benefits and perceived public benefits. Project funding will be administered in the form of a cost reimbursement grant.

b. Historic Preservation & Commercial Façade

(1) The Façade Improvement Program involves real property improvements to the exterior of buildings in the Old Town area. This includes Historic Preservation Grants to spur visitation to the downtown.

(2) Eligible projects include those making alterations to building exteriors which enhance its appearance and character in a manner that is harmonious with the design principles of the Old Town Development Ordinance. Examples of eligible improvements are as follows:

(a) Brick repair

(b) Awning replacement

(c) Sign removal or replacement

(d) Window replacement or restoration

(e) Replacement or restoration of cornices

(f) Removal of non-historic or architecturally inappropriate alterations

(g) Other aesthetic/architectural improvements as approved

(3) Projects will be funded on a cost-reimbursement basis, and subject to the following limitations:

(a) $16 per square foot of façade space along City streets

(b) A maximum of 40% reimbursement of private costs

(c) A maximum of $40,000 total per location

c. Rear Façade

(1) The Façade Improvement Program involves real property improvements to the exterior of buildings in the Old Town area. This includes Historic Preservation Grants to spur visitation to the downtown.

(2) Only property within the Old Town Center District shall be eligible for Rear Façade program funding. Eligible projects include those making alterations to building exteriors which enhance its appearance and character in a manner that is harmonious with the design principles of the Old Town Development Ordinance and adjacent public improvements. Examples of eligible improvements are as follows:

(a) Brick repair

(b) Awning replacement

(c) Sign removal or replacement

(d) Window replacement or restoration

(e) Replacement or restoration of cornices

(f) Removal of non-historic or architecturally inappropriate alterations

(g) Other aesthetic/architectural improvements as approved

(3) Projects will be funded on a cost-reimbursement basis, and subject to the following limitations:

(a) $10 per square foot of façade space along City streets

(b) A maximum of 50% reimbursement of private costs

(c) A maximum of $40,000 total per location

d. Old Town Retail Incentives: Interior Finish Program

(1) This program is intended to assist with conversion of space to accommodate retail or restaurant uses by subsidizing certain eligible interior finish improvements.

(2) Projects involving interior finish work to accommodate retail or restaurant uses within the Old Town district. Examples of eligible project elements are as follows:

(a) Lighting

(b) Plumbing and electrical work

(c) Wall removal and relocation

(d) Flooring

(e) Painting

(f) Appliances, equipment and fixtures necessary for operations

(3) Items that would be considered removable décor shall not be considered for funding.

(4) Projects will be funded on a cost-reimbursement basis, and subject to the following limitations:

(a) Maximum of $12 per square foot of retail or restaurant floor space

(b) A maximum of 50% reimbursement of private costs

(c) A maximum of $20,000 total per location

f. Old Town Retail Incentives: Retail or Restaurant Tax Rebate

(1) This program provides for rebate of property, sales or mixed beverage taxes to retail or restaurant establishments making real property improvements in order to locate in the Old Town district.

(2) In order to be considered eligible for the Retail or Restaurant Tax Rebate, the project must involve construction of new real

property improvements and directly generate economic activity taxes on an ongoing basis.

(3) Projects will be funded on a reimbursement basis, and may include any of the following provisions:

(a) Rebate of up to 100% of the City of Lewisville's 1% increment of sales tax on eligible construction purchases in year one

(b) Rebate of up to 100% of the City of Lewisville's receipts from mixed-beverage taxes generated directly by the project

(c) Rebate of up to 100% of the City of Lewisville's 1% increment of sales tax on directly generated sales as a result of the project for up to a 3 year term

P. Property Enhancement Program

1. The Property Enhancement Program shall disburse City funds in the form of a matching grant to qualifying City residents who are owner-occupants of certain single-family or detached two-family residential dwelling units for the purpose of making essential exterior repairs that improve the quality of the dwelling unit, bring the dwelling unit back up to City standards, or repair or replace a private retaining wall adjacent to a thoroughfare.

2. The Property Enhancement Program, including the creation of specific guidelines, approval of applicants and projects, and disbursement of funds through grants, shall be administered by City staff.

3. The amount of funds available for the Property Enhancement Program shall be determined by the City Council through the City's annual budget process.

4. Eligible projects may be approved for a fifty-percent (50%) matching grant once in a 12-month time period, capped at the amounts listed below:

a. Low-to-Moderate Income – The City will match a homeowner's investment up to $5,000 if his/her income is at or below the 80% Median Family Income (MFI) as provided in the current income limits established by the US Department of Housing and Urban Development (HUD) based on the Dallas, TX HUD Metro Fair Market Rent Area.

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b. Above Low-to-Moderate Income – The City will match a homeowner's investment up to $1,000 if his/her income is above the 80% MFI as provided in the current HUD Income Limits.

c. Replacement of Private Retaining Walls on Thoroughfares – The City will match a homeowner's investment up to $3,000 to repair or replace a private retaining wall adjacent to a thoroughfare, regardless of household income.

5. The Property Enhancement Program shall be exempt from the requirements of Section F of this policy.

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II. GENERAL PROVISIONS

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

LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

Property Enhancement Program Guidelines

Objective

The City of Lewisville's Property Enhancement Program ("PEP") is designed to improve community sustainability by addressing properties that are in decline. PEP exists to provide assistance to residential homeowners in order to make essential repairs when they lack sufficient resources, giving priority to those properties identified through Neighborhood Services. Through PEP, the homeowner may receive a financial grant to assist with exterior repairs.

Eligibility

A homeowner may be eligible for assistance under the PEP, if the following conditions are met:

- ✓ The home is a detached single or detached two-family dwelling unit, as defined by the Lewisville City Code, is located within the city limits of Lewisville, Texas, and is at least five years old on the date of the PEP application.

- ✓ The applicant owns and occupies the property as his/her principal residence on a year-round basis for at least three years after completion of the work funded by PEP.

- ✓ All payments for City-provided utilities and property taxes are current for the property.

- ✓ There are no tax liens on the property.

- ✓ The applicant completes an application furnished by the City and follows the application process.

- ✓ The project is approved by the Neighborhood Services Director.

Prioritizing

In reviewing PEP applications, the City reserves the right to give priority to the following groups (no order implied):

- Homeowners whose income fall within the extremely low and very low income levels (as defined in **Appendix A**)
- Elderly homeowners (at least 62 years old) and/or disabled homeowners (see **Appendix B** for definition of disability)
- Homeowners who live in current, completed, or future Community Development Block Grant Target Reinvestment Neighborhoods (see **Appendix C** for neighborhood locations)

Eligible Projects

Eligible projects include exterior repairs to the dwelling unit. Eligible repairs are projects that improve the quality of the dwelling unit, and repairs that bring the dwelling unit up to the City's housing standards.

Examples of eligible repairs include:

- ✓ Weatherization and/or window replacement
- ✓ Exterior house painting
- ✓ Roofing repair or replacement
- ✓ Gutter installation
- ✓ Accessibility modifications
- ✓ Walkway repair or replacement
- ✓ General repair projects (siding, fascia, exterior trim)
- ✓ Fencing replacement
- ✓ Foundation repair
- ✓ Concrete repair

Ineligible Projects

Although the PEP is designed to respond to a wide variety of problems, there are limits as to what it can address.

It is a Rehabilitation Program. Many times the most recent item, system, or structure to fail in a home may prompt the homeowner to seek assistance from the PEP, while many other items are also in need of repair. The PEP is designed to respond to the most urgent need of a home's exterior that, if left unrepaired, would lead to further deterioration or to the house becoming unlivable.

It is not assistance for home sellers. The homeowner must live in the home for three years after completion of the work funded by the PEP. The funds are intended to keep a homeowner living in the home, not to assist in selling it.

It is not a remodeling service. To extend assistance to as many households as possible, items must be determined to be in disrepair or decay.

Repairs covered by insurance. Repairs covered by insurance are not eligible for funding from the PEP.

Unsafe or Substandard Structures. Unsafe or substandard structures that cannot be made safe for habitation with the matching funds under this program are not eligible for funding from the PEP. The City will provide notice of the hazards, and the reason(s) assistance is denied.

Driveway Expansions, etc. Driveway expansions (except as an accessibility modification), sidewalk expansions, or exterior structure repair to an accessory structure or gazebo are not eligible for funding through the PEP.

Regulation of Work

The City shall only reimburse homeowners after the work is complete. The City will not hire the contractor, enter into any agreement with the contractor, or be responsible for the completion of the work.

All work performed must meet the following requirements and failure to do so may affect reimbursement:

Lead-Based Paint

A project that will affect painted surfaces in a house built before 1978 is subject to lead-based paint safe work practices. If work on a home built before 1978 will affect more than 6 square feet of interior painted surfaces or 20 square feet of exterior painted surfaces, the City will provide the homeowner with the pamphlet "Protect Your Family from Lead in Your Home." Also, the homeowner will be referred to the EPA Renovation, Repair and Painting (RRP) program for further information and to the Texas Environmental Lead Program (ELP) of the Texas Department of State Health Services for information regarding permitting and using properly certified inspectors and renovators as needed. Any costs associated with lead-based paint activities (testing, use of qualified contractors, etc.) will be included as part of the project budget.

Insurance Requirements for Contractors

Contractors performing work on PEP-funded projects must carry General Liability Insurance, must register as a general contractor with the City's Building Inspections Department, and provide a warranty for the completed work. Prior to the commencement of work on the project, the applicant shall provide proof of the contractor's insurance and warranty to the City.

Permits

Prior to the commencement of work on the project, all necessary permits must be obtained from the Building Inspections Department. The applicant shall be responsible for ensuring all documentation requested by City staff is provided to the City. For clarification on the permit application process, please contact the Building Inspection Department at 972-219-3470.

Design Standards

Homeowners are advised to confirm the design requirements of their residential subdivisions before submitting a PEP application. All work must adhere to any design standards established by the City and their residential subdivision, including homeowner association requirements.

Funding Assistance Levels

Eligible applicants and projects may be approved for a fifty-percent (50%) matching grant once in a 12-month time period, capped at the amounts listed below:

- **Low-to-Moderate Income** – The City will match a homeowner's investment up to $5,000 if his/her income is at or below the 80% MFI (Median Family Income) as provided in the current income limits established by the US Department of Housing and Urban Development (HUD) based on the Dallas, TX HUD Metro Fair Market Rent Area (HUD Income Limits – *see* **Appendix A)**.

- **Above Low-to-Moderate Income** – The City will match a homeowner's investment up to $1,000 if his/her income is above the 80% MFI as provided in the current HUD Income Limits. *See* **Appendix A**.

- **Replacement of Private Retaining Walls on Thoroughfares** – The City will match a homeowner's investment up to $3,000 to repair or replace a private retaining wall adjacent to a thoroughfare, regardless of household income.

Once the project is completed and the payment is disbursed, no additional assistance may be requested for that project.

Non-Discrimination

The City does not discriminate in housing or services directly or indirectly on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

Sequence of Events

The following is an outline of the normal sequence of events for a PEP application.

Step 1 - Application: Submit completed application to Neighborhood Services. *See* Exhibit 1.

The applicant is required to furnish the following documentation in order to verify eligibility:

Income Verification: If the applicant wishes to apply for the higher match amount for low-to-moderate income homeowners, the following documentation shall be required:

- The most recent tax filings for every household member who is not a full time student;

OR If household income has changed in the last twelve months, the applicant must submit:

- Three (3) months of recent paystubs for all household members who are not full-time students. If self-employed, monthly profit loss statements for the last three (3) months;
- Three (3) months of recent bank statements from all household members who are not full-time students;

- Proof of alimony or child support; and
- Proof of other income in the form of retirement pensions, unemployment, foster care and/or disability benefits.

Lewisville Residency Verification: Copy of a valid government issued photo identification and a recent utility bill with name and address supporting that the applicant lives in the house.

City-Provided Utilities and Property Tax Verification: Proof that all payments for City-provided utilities and property taxes are current for the property.

Survey/Plat/Engineering Site Plan: The survey should depict all structures and features to be repaired on the property. Depending on the nature of the repairs, a survey, plat, or engineering site plan may be required. If the proposed project is the replacement of a private retaining wall adjacent to a thoroughfare, an engineering report will be required from a licensed structural engineer.

Summary of Proposed Repairs: A list of proposed repairs. If a contractor will perform the repairs, the homeowner must furnish to the City a quote detailing the proposed work and itemized cost for each element. If the homeowner will perform the repairs himself, he/she must furnish to the City an itemized list of materials that will be used and the associated costs.

Project Timeline: A project outline including when construction is expected to be completed.

Neighborhood Services will verify income (if applying for the higher match amount for low-to-moderate income homeowners) using the current HUD Income Limits (**Appendix A**) and verify that City-provided utilities and property taxes are current. Neighborhood Services will also do an initial review of the survey and work plan provided by the applicant. This will only be a preliminary review of project eligibility; a project approved at this stage may be found to be ineligible for funding at a later stage.

If the applicant does not meet all of the initial program eligibility requirements, he/she will be notified before the project evaluation.

Step 2- Determining Scope of Work. After reviewing the application and verifying all documentation, City staff will contact the applicant for an on-site project conference. After the conference, the City and applicant will agree on the scope of work for the project.

City staff can execute an amendment to the submitted scope of work if issues are encountered on the project after construction begins. For additional information, see the "Amendments to Scope of Work" section, below.

Step 3- Project Verification and Approval. If the homeowner agrees to continue in the program, the following paperwork must be executed and submitted to the City:

- Homeowner's Release of Liability (Exhibit 2)
- Release of Information (Exhibit 3)

Step 4 – Application Review. City staff will review the application and determine the status to proceed and secure matching funds. Homeowners requesting the higher level of funding under the low-to-moderate income bracket may be required to furnish additional paperwork at this stage.

Step 5 – Applicant and Contractor Information.

If the homeowner will make the repairs himself/herself, he/she must submit to the City the following document:

- A signed Scope of Work (Exhibit 4).

If a contractor is making the repairs, the homeowner must obtain from the contractor and submit to the City copies of the following documents:

- A signed Scope of Work (Exhibit 4).
- At least a one-year warranty for general repairs and a five-year warranty for roof repairs, beginning on the date of final acceptance of the work performed. The warranty must be in a form acceptable to the City.
- All manufacturer and supplier written guarantees and warranties covering major appliances and mechanical equipment installed as a part of the project.
- A list of all subcontractors hired to complete the project, including contact information.
- Verification that neither the contractor nor any of its subcontractors are listed on HUD's list of debarred, suspended or ineligible contractors.

Step 6 – Commence Work. All required permits, if any, for the project must be acquired from Building Inspection prior to the commencement of work. The homeowner will receive a letter from Neighborhood Services authorizing the commencement of work on the project.

Step 7 – Project Closeout. Within 180 days of the date of the commencement of work letter, all work listed in the scope of work must be completed, and all necessary paperwork submitted by the applicant. The Director of Neighborhood Services may approve an extension of the deadline by thirty (30) days in emergency situations or due to circumstances outside of the homeowner's control. Once the project is completed, City staff will contact the applicant to review the project. City staff will inspect the site and ensure work was completed according to the scope of work. Staff will document the work completed with "after" photographs of the work site.

Once it has been determined that the work meets the specifications outlined in the scope of work, the homeowner will be required to furnish to the City a final invoice for the completed work and copies of the following documents:

- Project Closeout Agreement (Exhibit 7)
- (If applicable) Contractor's Affidavit and Lien Waiver (Exhibit 5)
- (If applicable) Subcontractor's Affidavit and Lien Waiver (Exhibit 6)

Step 8 – Fund Payment. Upon the completion of the project and receipt of all the required documentation, the eligible funds will be disbursed to the homeowner.

Note: *It is the responsibility of the applicant to notify the contractor of any problems covered under the contractor's warranty.*

How to Apply For Assistance

Lewisville residents can sign up for the PEP by filling out an application. Further information on the program can be obtained by calling ***Neighborhood Services*** at (972) 219-5099 or by going to http://www.cityoflewisville.com.

Amendment to Scope of Work

The Director of Neighborhood Services may authorize an amendment to the scope of work in cases where there is a danger to life, health, and/or safety. An amendment to the scope of work shall be capped at $500. The Director must approve any amendment to the scope of work prior to the commencement of said work even if the cost of the project will not change.

An amendment must be made on the following basis:

1) A documented and specific hardship exists; and
2) The amendment will further the goals, purposes and effectiveness of the PEP.

In the case of an ***emergency*** situation, the Director of Neighborhood Services or his designee may verbally authorize an amendment in the field. It is understood that a written and fully executed amendment to the scope of work will be processed on the next working day after the emergency approval was granted.

Responsibilities of Applicant

✓ Submitting all required documents to determine eligibility for the program.

✓ Making reasonable accommodation to the schedules of the contractor and City staff for the purpose of inspections, completion of work, photographs, etc.

✓ Reviewing and understanding the program guidelines and executing all required documents.

✓ Meeting all terms and conditions of the program.

- ✓ Complying with the City's financial administration requirements for payment.
- ✓ Submitting all documentation in adherence with the City's standards on specified projects.
- ✓ Communicating with City staff regarding status of the work during and following project completion.

PEP is subject to the availability of funds. Applicants are subject to all guideline changes. These guidelines are subject to change without notice.

Appendix A

Income Limits **FY 2015/2016**

Family Size	Low-to-Moderate Income Levels (Based on Median Family Income (MFI) of $70,400 for family of four)			Above Moderate Income
	Extremely-Low Income (≤30% MFI)	**Very-Low Income (50% MFI to 30% MFI)**	**Low Income (80% MFI to 50% MFI)**	**Above Low-Mod Income (>80% MFI)**
1	$14,800 or below	$14,801 - $24,650	$24,651- $39,450	Above $39,450
2	$16,900 or below	$16,901 - $28,200	$28,201- $45,050	Above $45,050
3	$20,090 or below	$20,091 - $31,700	$31,701- $50,700	Above $50,700
4	$24,250 or below	$24,251 - $35,200	$35,201- $56,300	Above $56,300
5	$28,410 or below	$28,411 - $38,050	$38,051- $60,850	Above $60,850
6	$32,570 or below	$32,571 - $40,850	$40,851- $65,350	Above $65,350
7	$36,730 or below	$36,731 - $43,650	$43,651- $69,850	Above $69,850
8	$40,890 or below	$40,891 - $46,500	$46,501- $74,350	Above $74,350

Source: U.S. Department of Housing and Urban Development (HUD) based on Dallas, TX HUD Metro FMR Area
Effective: April 2015

Appendix B

DISABILITY VERIFICATION

City of Lewisville employees are required to verify the disability of applicants claiming to be disabled to determine the applicant's eligibility for the Property Enhancement Program. The homeowner has signed a release form below giving you permission to supply us with this information. Please fill out the form below and return it at your earliest convenience.

Sincerely,

Drew Christ
Housing Rehabilitation Specialist
Neighborhood Services

972 – 219 – 5099
dchrist@cityoflewisville.com

The Department of Housing and Urban Development defines a disabled person in 3 ways:

(1) A disabled person is one with an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

(2) A developmentally disabled person is one with a severe chronic disability that:

- (a) is attributable to a mental and/or physical impairment;
- (b) as manifested before age 22;
- (c) is likely to continue indefinitely;
- (d) results in substantial functional limitations in three or more of the following areas: capacity for independent living, self-care, receptive and expressive language; learning, mobility, self-direction, and economic self-sufficiency AND
- (e) requires special interdisciplinary or generic care treatment, or other services which are of extended or lifelong duration and are individually planned or coordinated.

(3) A disabled person is also one who has a physical, emotional or mental impairment that:

- (a) is expected to be of long-continued or indefinite duration;
- (b) substantially impedes the person's ability to live independently;
- (c) is such that the person's ability to live independently could be improved by more suitable housing conditions.

I, _____, hereby certify that _____ (person signing the release below should be considered disabled in accordance with definition number _____ above.)

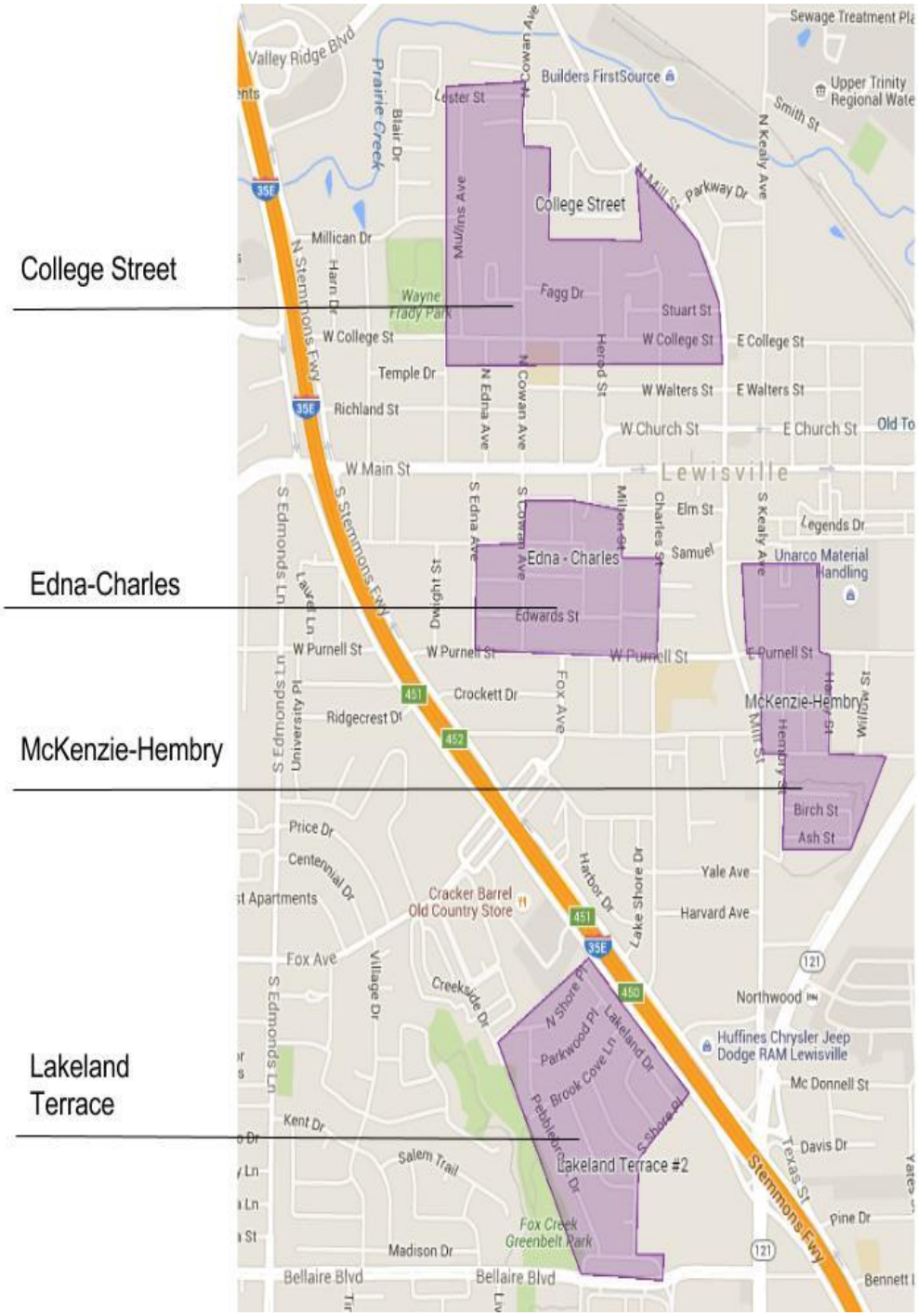
Name and Title_____Date_____
Signature_____Phone_____

TENANT/APPLICANT RELEASE

I, _____, hereby authorize the release of the requested information.

Signature_____Date_____

Appendix C - Target Reinvestment Neighborhoods



The Property Enhancement Program is not limited to these areas. Neighborhood Services reserves the right to prioritize homes located within Target Reinvestment Neighborhoods, but all Lewisville detached single or detached two-family dwelling unit homeowners are encouraged to apply.

An individual seeking a City of Lewisville PEP grant for a detached single or detached two-family dwelling unit must complete this application, furnish attachments as required herein, and present the completed application to:

Housing Rehabilitation Specialist
Neighborhood Services Department, City of Lewisville
151 W. Church Street
P.O. Box 299002
Lewisville, Texas, 75029

Property Owner(s) Names	
Property Owner's Address	
Property Owner's City, State, Zip Code	
Property Owner's Contact Phone	
Property Owner's Email Address	
Homeowners Insurance Company	
Homeowners Insurance Agent Name	
Homeowners Insurance Contact Phone	

Please attach:

1) Copy of valid government issued photo identification.

2) Copy of most recent utility bill showing applicant name and property address.

3) Proof that all payments for City-provided utilities and property taxes are current for the property.

4) A survey depicting all structures and features to be repaired on the property. Depending on the nature of the repairs, a survey, plat, or engineering site plan may be required.

5) If the proposed project is the replacement of a private retaining wall adjacent to a thoroughfare, an engineering report will be required from a licensed structural engineer.

6) A list of proposed repairs. If a contractor will perform the repairs, a quote detailing the proposed work and itemized cost for each element. If the homeowner will perform the repairs, an itemized list of materials that will be used and the associated costs.

7) A project timeline outlining when construction is expected to be completed.

8) Appendix A and/or B (If applicable)

9) If the applicant wishes to apply for the higher match amount for low-to-moderate income homeowners, the following documentation shall be required:

- The most recent tax filings for every household member who is not a full time student;

OR If household income has changed in the last twelve months, the applicant must submit the following:

- Three (3) months of recent paystubs for all household members who are not full-time students. If self-employed, monthly profit loss statements for the last three (3) months;
- Three (3) months of recent bank statements from all household members who are not full-time students;
- Proof of alimony or child support; and
- Proof of other income in the form of retirement pensions, unemployment, foster care and/or disability benefits.

Eligibility: A homeowner may be eligible for funding under this program if they meet all of the following criteria:

	YES	NO
Is the home is a detached single or two-family dwelling unit located within the city limits of Lewisville?		
Is the property five years or older from the date of application?		
Does the applicant own and occupy the home as his or her primary residence on a constant basis?		
Are all payments for City-provided utilities and all property taxes current for the property?		
Is the project limited to the exterior of the home?		
Has the applicant received a PEP grant in the last twelve months?		
Does the applicant intend to market, rent, or sell the property within three years of project completion?		

Not Required for Eligibility			
	Does the applicant identify as Low-to-Moderate Income? (See Appendix A)		
	Is the applicant disabled? (see Appendix B)		
	Is the applicant at least 62 years old?		
	Is the household located within a Target Reinvestment Neighborhood? (See Appendix C)		

Certification: "I hereby certify that all information provided in this application is, to the best of my knowledge and belief, true, accurate and complete. I further certify that eligibility criteria are fully met for the property described in this application."

Signature of Owner Attesting to Certification

_____

Printed Name _____ Date _____

City of Lewisville – Neighborhood Services Department
151 W. Church Street, P.O. Box 299002
Lewisville, TX 75029

RELEASE OF LIABILITY

I (WE) _____ (Print Homeowners' First & Last Name) of _____ (Street Address), do hereby release the City of Lewisville, and the Neighborhood Services Department, and its officers, employees, contractors, representatives, and agents from any and all liability arising out of any services performed for me under the PROPERTY ENHANCEMENT PROGRAM, including but not limited to, injuries to me, other persons, guests or invitees and damages to my (our) property, equipment and/or belongings. I(We) further agree to hold harmless and indemnify the City of Lewisville and its officers, employees, contractors, representatives and agents from any and all actions, causes of action, lawsuits, judgments, claims, demands, damages, costs, expenses, attorney fees and compensation on account of, arising out and/or in any growing out of any and all personal injuries and property damage which may hereafter be presented by anyone as a result of the actions or inaction of any person furnished to me (us) through the PROPERTY ENHANCEMENT PROGRAM.

I (We) further state that I (We) have read the foregoing Release of Liability Agreement, know the contents thereof, and it is signed as my (our) free act.

Homeowner Signature(s)/Date

City of Lewisville – Neighborhood Services Department
151 W. Church Street, P.O. Box 299002
Lewisville, TX 75029

RELEASE OF INFORMATION

I (WE) _____ (Print Homeowners' First & Last Name) of _____ (Street Address) give my permission to the City of Lewisville to use my name, likeness or voice in any photography, audio or video production, print, or any other form of communication for the purpose of publicizing City of Lewisville programs. I also give my permission for its use in any marketing materials that may be developed to promote the City of Lewisville, its programs and its mission.

I waive any right to inspect or approve the finished product or printed material that may be used, or to the use that it might be applied.

I understand that as a client of any grant-assisted programs that the City of Lewisville offers, I am waiving rights to confidentiality by permitting the City to disclose my name in relation to publicizing the programs that I have taken part in. Furthermore, I understand that this release is in no way required as a condition of obtaining benefits under programs offered by the City. This is a voluntary decision and I freely give my permission to the City for the uses stated above.

Homeowner Signature(s)/Date

Homeowner(s) Name(s)	
Home/Work Site Address	
Date of Evaluation	____/____/_____ Home built in or before 1978? **Y** or **N**

Contractor(s) Name(s)	
Contractor Address	
Contractor Phone/Email	

PROJECT OVERVIEW - [Insert or attach written description of project]

PROJECT TIMELINE - [Insert or attach estimated work schedule for project]

The scope of work submitted is comprehensive, and includes all necessary materials and labor to complete the project. Any amendments to this document must be approved by the Director of Neighborhood Services. Any unapproved deviations from the scope of work will disqualify the applicant from receiving funding from the City of Lewisville.

Signature(s)/Date

Residential Work Site Address	
Contractor Name	
Contractor Phone/Email	
Contractor Office Address	

THAT I, the undersigned, being duly sworn, do depose and say that I was contracted to construct, alter, or repair an improvement on the above residential work site.

THAT the improvement on the property has been fully and satisfactorily completed in substantial conformity with the scope of work as determined by the City of Lewisville.

THAT all the materials used in said improvement, all labor performed thereon and all fees, industrial insurance and permits in connection with the said improvement which might give rise to liens on the property have been paid in full.

Listed below are all subcontractors and major materialmen included in this work. Attached are waivers of liens from all of them as substantiation of the above statement.

Subcontractor Name / Subcontractor Workmanship

_____

_____

_____

_____

THAT the affiant hereby waives any lien or right to lien which he may have against the above described property and warrants to save harmless the owner of said property and the City of Lewisville from any liens which are now in existence, or may hereafter arise by reason of said improvement, and cause the same to be released of record immediately.

THAT the foregoing waiver and these statements are an express warranty and representation to the City of Lewisville and the owner of the above described property of the facts herein sworn to and is made for valuable consideration receipt whereof is acknowledged. ALL INFORMATION MUST BE COMPLETED FOR LIEN WAIVER TO BE VALID.

Contractor Signature/Date

Residential Work Site Address	
Subcontractor Name	
Subcontractor Phone/Email	
Subcontractor Office Address	
Type of Work Completed	

THAT I, being duly sworn, do depose and say that I was employed to furnish labor or engaged to furnish materials for an improvement on the above residential work site.

I hereby declare that I have been paid in full for my labor or the materials supplied for said improvement and I waive any lien or right to lien against the described property. I warrant to save harmless the owner of said property and the City of Lewisville from any lien(s) which are now in existence or may hereafter arise by reason of said improvements.

Subcontractor Signature(s)/Date

Homeowner(s) Name(s)	
Home/Work Site Address	_____ _____
Closeout Date	____/____/_____

I, _____, affirm that the work specified in the Scope of Work (Exhibit 4) has been completed at the property listed above, and that all repairs have been performed to the standard required. By signing below, I am acknowledging the completion of the Property Enhancement Project.

Signature(s)/Date

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MEMORANDUM

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

FROM: Julie Heinze, City Secretary

DATE: June 9, 2016

SUBJECT: **Consideration of Acceptance of Resignation of Drew Dietrich from Place No. 5 on the Tax Increment Investment Zone #2 (TIRZ #2); Declare Vacancy Exists on the TIRZ #2; and Consideration of an Appointment to Place No.5 on the TIRZ #2.**

BACKGROUND

Drew Dietrich has submitted his resignation from Place No. 5 on the TIRZ #2. The City Council will need to declare a vacancy and consider a new appointment to fill this vacancy.

ANALYSIS

While there are not currently any applicants for this position, due to the current Board and Commission appointment process, City staff recommends that the interview team (Mayor Durham and Mayor Pro Tem Gilmore) consider a recommendation for an appointment.

RECOMMENDATION

It is City staff's recommendation that the City Council accept the resignation, declare a vacancy, and consider an appointment as set forth in the caption above.

Tax Increment Reinvestment Zone, Number Two
Board of Directors
Roster/Terms of Office

Name	Place No.	Appointed	Reappointed	Expires
Chip Tabor 231 Roma Dr. Lewisville, TX 75067 214-334-5811 (c) chiptabortx@gmail.com	Place No. 1	6/15/2015		6/30/2017
Phillip Huffines 8200 Douglas Ave., Suite 300 Dallas, TX 75225 214-499-1712 (c) pwh@huffinescommunities.com	Place No. 2	6/16/2014		6/30/2016
Michelle D. Viner 1165 Tanner Dr. Lewisville, TX 75077 972-837-7814 (c) Viner.michelled@gmail.com	Place No. 3	1/28/2013	6/15/2015	6/30/2017
Brandon Jones 936 S. Old Orchard Ln. Lewisville, TX 75067 972-436-0298 (h) 214-516-2026 (c) brandontjones@gmail.com	Place No. 4	6/17/2013	6/16/2014	6/30/2016
Drew Dietrich 400 Dublin St. Lewisville, TX 75067 850-445-5417 (c) D.T.Dietrich@gmail.com	Place No. 5	6/15/2015		6/30/2017

Tax Increment Reinvestment Zone, Number Two
Board of Directors
Roster/Terms of Office

Name	Place No.	Appointed	Reappointed	Expires
Gene Carey County Commission Appointee 1373 Evergreen Lewisville, TX 75067 972-436-4817 (h) 469-774-6941 (c) genecarey42@verizon.net	Place No. 6	6/16/2009	4/08/2014	4/08/2016
Ronni Cade County Commission Appointee 753 S. Poydras St. Lewisville, TX 75057 214-507-0854 (c) 972-221-3550 (w) rcade@tmestimates.net	Place No. 7	5/12/2009	4/08/2014	4/08/2017

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MEMORANDUM

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

FROM: Julie Heinze, City Secretary

DATE: June 14, 2016

SUBJECT: **Consideration of Direction Regarding Consolidation of Maintenance of All City Birth and Death Vital Records to Denton County.**

BACKGROUND

Texas Health and Safety Code requires that a municipality with a population of 2,500 or more provide local registrar duties; however, it also allows for the consolidation of the duties to be transferred to the County in which the municipality is located. The City of Lewisville is the last entity within Denton County to currently serve as their own local registrar. Denton County recently opened their Precinct 3 Government Center in the City of Lewisville. The opening of this facility provides an opportunity for the City to consider transferring the maintenance of all City birth and death vital records to Denton County. This will provide for a central vital registration and record archive as well as provide a more efficient and consistent customer service benefit for Lewisville residents.

ANALYSIS

Consolidation of these records with Denton County will allow any requestor applying for either a birth or death certificate for an event that occurred anywhere within Denton County to obtain those copies at all of the Denton County Government facilities rather than having to go to a different location based upon the event. It will also help to eliminate confusion over where to file or obtain records of an event (birth or death) within Denton County. Texas Vital Records has encouraged entities to consider consolidation whenever possible. Currently the City generates approximately $20,000 for the vital records; however, this consolidation will provide a favorable benefit to Lewisville residents.

Per the Texas Health and Safety Code, County Commissioners are required to adopt a resolution to transfer the duties and thereafter the City Council adopts a concurring resolution. The Denton County Clerk's Office has provided the following recommended timeline:

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- June 21, 2016 – Commissioners Court Formal Agenda/Approval of Resolution
- July 1, 2016 – Denton County and software vendor receives birth/death data from City of Lewisville
- July 5, 2016 – Sotfware vendor perform data conversion and data download
- July 11, 2016 – Lewisville City Council Formal Agenda/Approval of Resolution
- July 18, 2016 – Denton County Clerk assumes responsibility of registrar for City of Lewisville

In order to proceed with the recommended timeline City staff will need direction from the City Council to proceed with the consolidation.

RECOMMENDATION

It is City staff's recommendation that the City Council provide direction regarding the consolidation of maintenance of all City birth and death vital records as set forth in the caption above.

§ 191.022. LOCAL REGISTRARS.

(a) The justice of the peace is the local registrar of births and deaths in a justice of the peace precinct. However, the duty of registering births and deaths may be transferred to the county clerk if the justice of the peace and the county clerk agree in writing and the agreement is ratified by the commissioners court.

(b) The municipal clerk or secretary is the local registrar of births and deaths in a municipality with a population of 2,500 or more.

(c) Each local registrar shall appoint a deputy registrar so that a registrar will be available at all times for the registration of births and deaths.

(d) The local registrar shall sign each report made to the bureau of vital statistics.

(e) If a local registrar fails or refuses to register each birth and death in the district or neglects duties under this title, the county judge or the mayor, as appropriate, shall appoint a new local registrar and shall send the name and mailing address of the appointee to the state registrar.

(f) A local registrar who collects a fee for a certified copy of a birth certificate shall deduct 20 cents of that fee to apply to the registrar's administrative costs and remit $1.80 of that fee to the comptroller for deposit in the work and family policies fund.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989. Amended by Acts 1995, 74th Leg., ch. 305, § 2, eff. Sept. 1, 1995.

§ 191.023. CONSOLIDATION OF COUNTY AND MUNICIPAL MAINTENANCE OF BIRTH AND DEATH RECORDS.

(a) The duties imposed by law relating to the maintenance of birth and death records of a municipality with a population of 2,500 or more may be transferred to the county in which the municipality is located, as provided by this section.

(b) If the commissioners court adopts a resolution to transfer the duties and the governing body of the municipality subsequently adopts a concurring resolution, the county and municipality shall agree on a timetable for the transfer and shall execute the transfer in an orderly fashion.

(c) Before a commissioners court may adopt a resolution under Subsection (b), the official to whom the duties would be transferred must attest in writing that the official has sufficient resources and finances to assume those duties.

(d) If the governing body of a municipality does not adopt a concurring resolution before the 91st day after the date on which a county adopts a resolution under Subsection (b), a petition by the qualified voters of the municipality may serve as the equivalent of a concurring resolution under Subsection (b). The petition must succinctly describe the intention to consolidate county and municipal maintenance of birth and death records and must be signed by a number of qualified voters equal to at least 20 percent of the number of qualified voters voting in the most recent mayoral election.

(e) A consolidation under this section affects only the county and the municipality to which the resolutions apply. This section does not affect the apportionment of registration districts under Section 191.021.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

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MEMORANDUM

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

FROM: Julie Heinze, City Secretary

DATE: June 14, 2016

SUBJECT: **Discussion and Consideration of Appointments to Various City Boards/Commissions/Committees.**

BACKGROUND

On June 30, various terms of office on the City's boards, commissions, and committees will be expiring. Those positions have been identified and current appointees notified. The Board/Commission/Committee Appointment Process Electronic Notebook has been created for City Council's review. Data sheets for members requesting reappointment and all new applicants have been included in the book along with attendance data for existing members requesting to be reappointed. . At the June 6, 2016 City Council meeting, the following interview teams were set up: Mayor Durham and Mayor Pro Tem Gilmore; Councilman Ferguson and Councilman Jones; and Deputy Mayor Pro Tem Vaughn and Councilman Daniels

The following is a list of current board members that are interested in being reappointed:

Denise Jeffery	Place No. 2	Animal Services Advisory Committee
Ethel Strother	Place No. 4	Animal Services Advisory Committee (Staff Rep.
Jeanne Kule	Place No. 6	Animal Services Advisory Committee
Al DeBerry	Place No. 2	Arts Advisory Board (Employed by Hotel or Other Attraction)
Dr. Traci Gardner-Petteway	Place No. 6	Arts Advisory Board (Lewisville Resident)
Ken Lannin	Place No. 8	Arts Advisory Board (Lewisville Resident)
Eric Page	Place No. 2	CDBG Advisory Committee
Robert Paul	Place No. 6	CDBG Advisory Committee
Mary E. Smith	Place No. 4	Lewisville Housing Finance Corporation
Mary E. Smith	Place No. 2	Lewisville Industrial Development Corporation
Hurl Scruggs	Place No. 4	Lewisville Industrial Development Corporation

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Jennifer B Linde	Place No. 2	Library Board
Jean Ferguson	Place No. 4	Library Board
Rosario Klier	Place No. 6	Library Board
Jennifer Whitaker	Place No. 2	Oil & Gas Advisory Board
Steve Southwell	Place No. 4	Oil & Gas Advisory Board
Kathi Stock	Place No. 6	Oil & Gas Advisory Board
Amanda Ferguson	Place No. 2	Old Town Design Review Committee (OT Business Owner)
Andrea Fowler	Place No. 4	Old Town Design Review Committee (Lewisville Resident)
William Shull	Place No. 2	Park Board
Robert Troyer	Place No. 4	Park Board
James Collier	Place No. 6	Park Board
David Adkisson	Place No. 8	Park Board
MaryEllen Miksa	Place No. 3	Planning and Zoning Commission
Stephen C. Byars	Place No. 5	Planning and Zoning Commission
James Davis	Place No. 7	Planning and Zoning Commission
Kellier F. Stokes	Place No. 4	TIRZ, Number 1 Board of Directors
Phillip Huffines	Place No. 2	TIRZ, Number 2 Board of Directors
John Lyng	Place No. 4	TIRZ, Number 2 Board of Directors
Antonio Gallizzi	Place No. 2	Zoning Board of Adjustment
Debbie Ingledue	Place No. 4	Zoning Board of Adjustment
Douglas Hicks	Alternate No 2	Zoning Board of Adjustment

Should the City Council reappoint all the current members interested in being reappointed to their existing Board/Commission/Committee, the following vacancies will exist:

- Animal Services Advisory Committee – Place No. 1 (this was formerly Greg Tierney's position – due to his no longer being a City Councilmember a new City Councilmember will need to be appointed)
- Arts Advisory Board – Place No. 4 (Arts Patron; however, one of the Lewisville Resident position current members may be able to move into this requirement)
- Lewisville Housing Finance Corporation – Place No. 2
- Planning and Zoning Commission – Place No. 1
- Tax Increment Reinvestment Zone, No. 1, Board of Directors – Place No. 2
- Zoning Board of Adjustment – Place No. 4 (recommending moving up one of the Alternates and appointing a new Alternate Member)

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ANALYSIS

Please note when reviewing the data sheets behind each specific board of the electronic boards/commissions notebook, in the top right hand corner there is a notation if the applicant is a current member or new applicant. If they are a new applicant, it will show if this board is their first or second choice (when no applicants have selected a first or second choices for a particular board, applicants indicating a lower rated interest will be included). The electronic notebook contains the following information:

Bookmark 1	Appointment Directives
Bookmark 2:	List of 2016 Vacancies and Reappointment Considerations
Bookmark 3:	Interview Questions
Bookmark 4:	Re-appointees – 2016
Bookmark 5:	New Applicants List - 2016
Bookmark 6:	Animal Services Advisory Committee
Bookmark 7:	Arts Advisory Board
Bookmark 8:	Community Development Block Grant Committee
Bookmark 9:	Lewisville Housing Finance Corporation
Bookmark 10:	Lewisville Industrial Development Corporation
Bookmark 11:	Library Board
Bookmark 12:	Oil and Gas Advisory Board
Bookmark 13:	Old Town Design Review Committee
Bookmark 14:	Park Board
Bookmark 15:	Planning and Zoning Commission
Bookmark 16:	Tax Increment Reinvestment Zone #1
Bookmark 17:	Tax Increment Reinvestment Zone #2
Bookmark 18:	Zoning Board of Adjustment

RECOMMENDATION

The City staff's recommendation is that the City Council proceed with the appointment process to the various City Boards/Commissions/Committees.