

STATE OF TEXAS

DENTON COUNTY

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**AMENDMENT AND RESTATEMENT
TO THE PLANNING AND
INTERLOCAL AGREEMENT**

This Amendment and Restatement to the Planning and Interlocal Agreement executed December 10, 2019 (“Agreement”), is made by and between the City of Coppell (“Coppell”) and the City of Lewisville (“Lewisville”), both of which are political subdivisions of the State of Texas. Lewisville and Coppell shall be referred to herein collectively as the “Parties.”

WHEREAS, on December 10, 2019, Coppell and Lewisville executed the “Planning and Interlocal Agreement” (“Original Agreement”) concerning the property described as Feather Smash Addition, Lot 1, Block A, described in Exhibit Bas the “Existing Site”; and

WHEREAS, the Parties wish to add additional property, Feather Smash Addition, Lot 2, Block A, described in Exhibit ‘B’ as the “Proposed Site,” to the Original Agreement through this amendment and restatement; and

WHEREAS, Coppell and Lewisville are contiguous and adjacent cities which support orderly and logical land use patterns and jurisdictional boundaries; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, state law further authorizes local government to enter into agreements and contracts of the nature envisioned in this Agreement; and

WHEREAS, Coppell and Lewisville have determined there are two tracts of land, the Existing Site and Proposed Site, more specifically described as provided in Exhibit “A” (the “Property”), that lie within the corporate jurisdiction of each city that cannot reasonably and economically be utilized solely within one jurisdiction of either Coppell or Lewisville; and

WHEREAS, Coppell and Lewisville agree that such Property can more reasonably and economically be served by both cities; and

WHEREAS, Coppell and Lewisville have the Original Agreement approved on December 10, 2019, in Coppell and December 2, 2019, in Lewisville for the Existing Site from which the developer would like to extend the sanitary sewer; and

WHEREAS, Coppell and Lewisville agree that each city shall provide various government services to the Property for water, sewer, subdivision regulation, zoning, building permits, emergency services, and municipal solid waste; and

WHEREAS, Coppell and Lewisville, in the true spirit of governmental cooperation, intend this Agreement to reflect sound growth management principles and interregional planning.

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

I. TERM

The term of this Agreement (“Term”) shall be effective December 10, 2019 (“Effective Date”), and shall continue for twenty (20) years with automatic five (5) year renewals thereafter.

II. MUNICIPAL SERVICES

The Parties hereby agree to provide the following municipal services to the Property:

A. Water

1. Each city shall provide water to those portions of the Property within its respective city limits. Each city shall receive the revenues from the sale of water within its city limits, including impact fees, tap fees, inspection fees, and water use fees.
2. Each city shall separately bill the appropriate party for water provided by said city.

B. Sanitary Sewer

1. Coppell shall provide sanitary sewer to the Property at the Coppell current rates, as amended. Coppell shall receive all revenues from sanitary sewer collection and treatment, including any impact fees, inspection, fees, and other fees.
2. In order to facilitate the calculation of sanitary sewer charges, the Property shall have the domestic meter from Coppell, and Coppell shall be responsible for the maintenance of said meter. Irrigation meters shall be from each respective city for the irrigation water usage in each city and each city shall be responsible for the maintenance of their irrigation meter.
2. Coppell shall be responsible for inspection of the sanitary sewer line and shall have the right to review and inspect the plumbing facilities located in Lewisville to ensure that the facilities are compatible and consistent with Coppell’s system and are not in violation of any of Coppell’s relevant ordinances. Coppell’s ordinances shall prevail in the event of an inconsistency or conflict with Lewisville ordinances as they relate to the sanitary sewer system and plumbing facilities.
3. Coppell shall bill the Property for sanitary sewer service located at and utilized for the entire Property.

C. Stormwater Drainage Fees

1. Stormwater drainage mitigation shall be in accordance with the engineering requirements of both cities. Each city shall separately bill the Property for stormwater fees for the portion of the Property located within its respective city limits.

Zoning, Platting, Engineering Site Plan, Permitting & Inspections

1. *Zoning and Land Use* – The cities shall endeavor to zone the Property within their respective city in a manner that is compatible and conducive to development.
2. *Platting* –
 - a. Existing Site: A single plat shall be filed for review and approval by both cities. The Property shall be platted into one lot that crosses the city limit lines. The single plat shall be reviewed and approved by both cities with signatures of both cities on the plat. Waivers, if any, shall be approved as provided in the respective jurisdiction's adopted ordinances and regulations.
Proposed Site: A single plat shall be filed for review and approval by the City of Lewisville.
3. *Engineering Site Plan* –
 - a. Existing Site: A single ESP shall be filed for review and approval by both cities. All portions of the Property located within Lewisville shall meet Lewisville development requirements, except for sanitary sewer standards, which shall be governed by Coppell. All portions of the Property located within Coppell shall meet Coppell standards, except that Lewisville fire-lane widths and turning radii shall be applied. Both cities shall endeavor to ensure that the development of the Property has a consistent aesthetic appeal.
 - b. Proposed Site [Lot 2, Block A]: A single ESP shall be filed for review and approval by the City of Lewisville. All portions of the Property located within Lewisville shall meet Lewisville development requirements, except for sanitary sewer standards, which shall be governed by Coppell. A utility easement shall be provided to this lot to provide sanitary sewer service from Lot 1. A shared parking easement shall also be provided to satisfy the on-site parking requirements of Lot 2.
4. *Tree Mitigation Fees* – In accordance with Lewisville ordinances, tree mitigation fees shall be paid to Lewisville for trees removed from any part

of the Property located within Lewisville. In accordance with Coppell ordinances, tree mitigation fees shall be paid to Coppell for trees removed from any part of the Property located within Coppell.

5. *Permitting and Inspections –*

- i. In the event of simultaneous construction of public infrastructure and building construction, the escrow of funds equal to the value of all public improvements located in both cities for the entire Property shall be collected by Lewisville. All fire lanes and water to the building shall be in service prior to vertical construction.
- ii. Lewisville shall provide all building inspections and building permits as it relates to the Property. Coppell shall provide infrastructure inspections and construction development permits as it relates to the Property within Coppell and any connection for sanitary sewer to Coppell's system. Lewisville shall not issue a building permit or certificate of occupancy until those improvements being built have passed inspection in accordance with both cities' development regulations and ordinances and this Agreement. Coppell may choose to participate in any sanitary sewer or plumbing inspection.
- iii. A pre-construction meeting shall be scheduled with both cities' permitting and inspection teams prior to issuance of any building permits. A core inspection team will be comprised of representatives from both cities. These inspectors will be assigned to the Project throughout the duration of its development.

E. Emergency Services & Other Services

1. Lewisville shall provide law enforcement services on the Property, including reporting, investigation, and enforcement of criminal law. In the event that a criminal incident occurs in Coppell's city limits in violation of a Coppell ordinance that the Lewisville police department cannot enforce, Lewisville shall contact Coppell for assistance in reporting, investigation, and enforcement of Coppell ordinances. Coppell shall assist in any way reasonably possible.
2. Lewisville shall provide firefighting and emergency services including all fire suppression activities, EMS responses, rescues, pre-incident planning and other first responder fire department activities.
3. Lewisville shall provide fire prevention, emergency management, health inspections, code enforcement, animal services, and other inspection/enforcement services offered to properties located within Lewisville. In the event that an incident occurs in Coppell's city limits in

violation of a Coppel ordinance that Lewisville staff cannot enforce, Lewisville shall contact Coppel for assistance in reporting, investigation, and enforcement of Coppel ordinances. Coppel shall assist in any way reasonably possible.

F. Trash Service

1. For purposes of municipal solid waste service, the Property is subject under Lewisville's ordinances and regulations, notwithstanding of the location of the waste receptacle; and, thus only Lewisville's municipal solid waste hauler shall be used to service the Property and Lewisville shall bill for such service.

III. RIGHT TO AUDIT

Either party shall have the right, at its expense, to audit the books of the other party to verify compliance with the provisions herein.

IV. DEFAULT

Failure of either party to comply with or perform any term, obligation, or condition of the Agreement shall constitute an event of default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performances as appropriate, or maintain a cause of action for damages caused by the event(s) of default, to the extent authorized by law.

V. MISCELLANEOUS

A. This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by both Parties.

B. This Agreement shall be binding upon the Parties hereto, their successors, and assigns. Neither of the Parties will assign nor transfer an interest in this Agreement without the written consent of the other party.

C. Either party may file a certified copy of this Agreement in the real property records of Denton County, Texas.

D. If any article, paragraph, subdivision, clause, or phrase of this Agreement be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this Agreement as a whole or any part or provision thereof other than the part so declared to be invalid or unconstitutional.

E. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to have waived, an immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and

functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

F. This Agreement is performable in Denton County, Texas and exclusive venue for any legal action in connection with this Agreement shall lie in Denton County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

G. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and *vice versa*, unless the text clearly requires otherwise.

H. Any notice, communication, invoice or report required or permitted pursuant to this Agreement shall be in writing and shall be effective when personally delivered or three (3) days after being mailed by United States Mail, certified, return receipt requested, to the respective parties at the address set forth below.

Coppell	CITY OF COPPELL Attn: Mike Land, City Manager 255 Parkway Blvd. Coppell, Texas 75019
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Lewisville	CITY OF LEWISVILLE Attn: Clarie Powell, City Manager 151 W. Church Street Lewisville, TX 75057
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Any party may change its address by giving notice to the other party.

AUTHORIZED and approved by the City Council of the City of Lewisville, Texas, at its meeting held on the _____ day of _____ 2025, and executed by the Mayor.

CITY OF LEWISVILLE, TEXAS

T.J Gilmore, Mayor

ATTEST:

Jenifer Malone, Acting City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

AUTHORIZED and approved by the City Council of the City of Coppell, Texas, at its meeting held on the _____ day of _____ 2025, and executed by the Mayor.

CITY OF COPPELL, TEXAS

Wes Mays, Mayor

ATTEST:

Ashley Owens, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT 'A'

EXHIBIT 'B'