

STATE OF TEXAS

DENTON COUNTY

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PLANNING AND

INTERLOCAL AGREEMENT

This Planning and Interlocal Agreement (“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.

**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 is a single developable tract of land, more specifically described as provided in Exhibit “A” (the “Property”), that lies 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 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 on the last date that this Agreement is approved by a party hereto as indicated on the signature blocks below (“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.

**D. 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 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.
3. *Engineering Site Plan* – 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.
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. 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.

- 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 Coppell ordinance that Lewisville staff cannot enforce, Lewisville shall contact Coppell for assistance in reporting, investigation, and enforcement of Coppell ordinances. Coppell 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

Lewisville

CITY OF LEWISVILLE  
Attn: City Manager  
151 W. Church Street  
Lewisville, TX 75057

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 \_\_\_\_\_ 2019, and executed by the Mayor.

CITY OF LEWISVILLE, TEXAS

\_\_\_\_\_  
Rudy Durham, Mayor

ATTEST:

\_\_\_\_\_  
Julie Worster, 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 \_\_\_\_\_ 2019, and executed by the Mayor.

CITY OF COPPELL, TEXAS

\_\_\_\_\_  
Karen Selbo Hunt, Mayor

ATTEST:

\_\_\_\_\_  
Christel Pettinos, City Secretary

APPROVED AS TO FORM:

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Robert E. Hager, City Attorney