STATE OF TEXAS	§	
	§	REIMBURSEMENT AGREEMENT
	§	L6 The Standard TOD Public Street Construction
COUNTY OF DENTON	§	

This Reimbursement Agreement ("Agreement") is made and entered by and between Denton County Transportation Authority ("DCTA") and the City of Lewisville, Texas ("Lewisville"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, on November 12, 2020, the DCTA Board of Directors approved the DCTA Transportation Reinvestment Program Policy ("TRiP Policy") which is attached hereto and incorporated herein as Exhibit "A" to provide financial assistance to DCTA member cities for transit-supportive projects consistent with and beneficial to DCTA's Long-Range Service Plan Goals; and

WHEREAS, under the terms of the TRiP Policy, member cities desiring to obtain funding for a proposed eligible project must submit a written application form to DCTA in accordance with the criteria set forth in the TRiP Policy; and

WHEREAS, Lewisville submitted a written application, attached hereto as Exhibit "B" and incorporated herein, for the design and construction of four (4) new public streets totaling 0.86 miles of multimodal street/streetscape project, including enhanced sidewalks, pedestrian amenities, and bicycle lanes, also known as "The Standard TOD Public Street Construction Project" (the "Project") which is more fully described in Exhibit "B"; and

WHEREAS, DCTA has determined that Lewisville's application for the Project (Exhibit "B") meets the criteria established under the TRiP Policy and will be consistent with and beneficial to DCTA's Long-Range Service Plan Goal and, therefore, has approved the Project; and

WHEREAS, Lewisville, Old Town Lewisville Tenant I, LP ("Developer 1"), and Old Town Lewisville Tenant II, LP ("Developer 2") (Developer 1 and Developer 2 collectively the "Developers") entered into an Economic Development and Utility Participation Agreement on December 18, 2023, as such agreement may be amended and/or restated (the "EDU Agreement"), requiring the Developers to solicit bids for the design of and construct the Project in accordance with the design parameters provided by Lewisville, and upon completion, ensure that the utility improvements and Rights-of-Way are dedicated to Lewisville, and providing that the City shall provide a monthly reimbursement grant to Developers up to a certain amount based on the actual costs incurred by the Developers in the construction of the Project.

NOW THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, the Parties shall agree as follows:

Article I Term

The Term of this Agreement shall begin on the last date of execution hereof ("Effective Date") and continue until the Project has been completed and DCTA has reimbursed and/or advanced Lewisville up to Two Million Dollars (\$2,000,000.00) in costs incurred relating to the design and construction of the Project ("Expiration Date").

Article II Conditions to Funding

- 2.1 DCTA shall provide funding to Lewisville in an amount equal to Lewisville's expenses up to Two Million Dollars (\$2,000,000.00) incurred relating to the design and construction of the Project conditioned upon the compliance and satisfaction by Lewisville of the terms and conditions of this Agreement and the following conditions:
 - (a) Advancement and Reimbursement Requests. Lewisville shall submit quarterly requests for advancement for expenses related to the design and construction of the Project ("Requests for Advancement"). Each request must include a description of the proposed work and an itemized estimate detailing the scope. DCTA will review the request and provide the advancement within thirty (30) days of submission. Before submitting a subsequent request for advancement, Lewisville must provide all invoices and supporting documentation to verify work completed under the previous advancement request. This includes copies of cleared checks or posted wire transfers confirming the Developers' (defined below) payments for the included invoices.

Requests for reimbursement of costs already incurred and paid for the Project ("Requests for Reimbursement") may be submitted at any time. Such requests may also be included with Requests for Advancement and will be subject to the same review and payment terms outlined above, subject to the provisions of section 2.2.

Requests for Reimbursement and Requests for Advancement should be submitted via email to: accountspayable@dcta.net: Karina Maldonado: kmaldonador@dcta.net

- 2.2 DCTA shall reimburse Lewisville within thirty (30) days after receipt of a proper Request for Reimbursement provided there are no errors or discrepancies and that the work noted on the Request for Reimbursement is deemed by DCTA or its designee to be in compliance with the project eligibility requirements set forth in the TRiP Policy.
- 2.3 <u>Required Use</u>. During the Term of this Agreement, the funding provided by DCTA to Lewisville shall not be used for any purpose other than design and construction of the Project. Any use by Lewisville of funding provided by DCTA other than the design and construction of the Project shall be a violation of this Agreement and result in termination of this Agreement. If such violation occurs, Lewisville will be obligated to return all funds received for design and construction of the Project to DCTA.

Article III Lewisville Obligations

- 3.1 <u>Design and Construction of the Project.</u> Lewisville shall design and construct, or cause to be designed and constructed, the Project under the terms and conditions set forth herein.
- 3.2 <u>Payments</u>. DCTA will reimburse or advance payment to Lewisville under the terms described herein.
- 3.3 <u>Maintenance of Project</u>. Lewisville shall be responsible for the maintenance and upkeep of the Project following the Expiration Date.

Article IV Miscellaneous

- 4.1 <u>Agreement Between the Parties</u>. This Agreement is entered into by and between the Parties for the sole benefit of the Parties. DCTA shall not be a party to any agreement entered into by Lewisville and a third party for work relating to the Project. DCTA shall not be responsible for any direct payments to the Developers or any contractor or vendor performing work on the Project.
- 4.2 <u>Limitation on Liability</u>. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Lewisville, in satisfying the conditions of this Agreement, has acted independently, and DCTA assumes no responsibilities or liabilities to third parties in connection with these actions.
- 4.3 <u>Governing Law.</u> If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Denton County, Texas.
- 4.4 <u>Severability</u>. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
- 4.5 <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- 4.6 <u>Authorization</u>. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.
 - 4.7 <u>Notices</u>. All notices, requests, demands, and other communications which are

required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective representative set out below as signatory hereto, or his/her designee.

- 4.8 <u>Exhibits and Recitals</u>: The exhibits attached hereto and the recitals are incorporated herein and made a part hereof for all purposes.
- 4.9 <u>Entire Agreement</u>. This agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

(signature page to follow)

	EXECUTED this	day of _							
			Denton County Transportation Authority						
			Ву:	Paul A. Cristina, Chief Operating Officer 1955 Lakeway Drive, Suite 260 Lewisville, Texas 75067 Phone: (972) 221-4600					
Appro	oved as to form:								
By:	JOE GORFIDA JOE GORFIDA (Feb 27, 2025 09:35 CST) Joseph J. Gorfida, Jr., Ge (04-21-2025: 4934-0188-4729, v. 1)	neral Couns	el						
	EXECUTED this	day of _		, 2025.					
			City o	f Lewisville, Texas					
			By:						
			Name	:					
			Title:						
			Lewis	Vest Church Street ville, Texas 75057: (971) 219-3400					

EXHIBIT "A" TRiP Policy

DENTON COUNTY TRANSPORTATION AUTHORITY

Transportation Reinvestment Program (TRiP)

Board Approved 11/12/2020

I. POLICY STATEMENT

The Denton County Transportation Authority (DCTA) Transportation Reinvestment Program (TRiP) policy objective is to provide financial assistance to DCTA member cities for transit-supportive projects consistent with and beneficial to DCTA's Long-Range Service Plan goals. TRiP funding will be apportioned to DCTA member cities in proportion to each city's net half-cent sales and use tax collection for the previous fiscal year, as published by the Texas Comptroller's Allocation Payment Detail. Total program funding levels and allocation formula are detailed in Section III. DCTA will distribute funds to member cities for eligible projects consistent with DCTA's enabling legislation, Chapters 431 and 460 of the Texas Transportation Code, and project selection criteria specified in Section V.

IL SCOPE

TRiP is a five-year policy, with its first funding cycle beginning in 2021. Each year, DCTA will establish TRiP funding levels following an audit of the previous fiscal year's net available balance and in accordance with the TRiP policy. DCTA will issue a call for projects in January of each calendar year. Continuation of the policy beyond the initial five years would require DCTA Board reapproval. In the event the Board does not re-approve subsequent years, the policy will expire after the five-years and any unobligated funds shall revert to DCTA cash reserves.

Funds will be available to DCTA member cities, including Denton, Highland Village and Lewisville. A municipality which becomes a participating member of DCTA, under the provisions of Section 460.302 Texas Transportation Code, will become an eligible recipient of DCTA TRIP funding in the next fiscal year following collection of a transit sales and use tax.

III. FUNDING

The annual TRiP budget will be equal to 15 percent of DCTA's net available fund balance from the previous fiscal year. In addition, DCTA will authorize a one-time program startup amount of \$2,000,000 to be transferred from the Capital/Infrastructure Reserve to a dedicated TRiP project line within the FY2021 budget. Annual program contributions may be amended as necessary through Board amendment of the TRiP policy.

Funding for each member city will be allocated based on the following formula:

= 95% × Annual Program Budget (Individual member city sales tax collection,prior FY) Total all member cities sales tax collection,prior FY)

Actual cost up to and not to exceed five percent of the annual program budget shall be set aside for DCTA program administration, including project selection, monitoring and financial reporting, and 95 percent split among member cities proportional to sales and use tax receipts, as estimated by DCTA financial staff, for the previous fiscal year. Prior to award of the TRiP projects, DCTA staff will present anticipated TRiP administrative costs for Board approval. Unspent administrative budget shall be returned to TRiP reserve balances.

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Multiple municipalities may pool their allocated amounts to allow more flexibility in financing larger, mutually beneficial projects. Member cities could accrue allocated funds each fiscal year in order to fund a larger project. Funds remain with DCTA, designated to each member city, until dispersed to an approved project. Funds will remain with DCTA until reimbursements have been made to the member city for an approved project. Unobligated funds designated to each member city may rollover for up to three years.

IV. ELIGIBLE PROJECTS

To be eligible for TRiP funding, a project must be consistent with DCTA's enabling legislation, Chapters 431 and 460 of the Texas Transportation Code, and project selection criteria specified in Section V. Projects funded through inter-local agreement must be authorized under and consistent with the provisions of Texas Local Government Code 791: Interlocal Cooperation Contracts.

A key provision of Chapter 460 regarding DCTA expenditures is that they be consistent with and beneficial to the locally adopted Long-Range Service Plan goals. Projects eligible for TRiP funding should demonstrate support of these formally adopted goals. Eligible projects are shown in **Attachment A**.

In addition to serving Long-Range Service Plan goals, projects eligible for TRiP funding should be clearly defined and financially sound. Well defined capital/expansion projects will facilitate a reliable design-build cost estimate. Cost estimates for maintenance of assets should be based on recent similar maintenance projects or bids/solicitations where available. Planning and preliminary design costs may also be eligible for projects that support DCTA's long range goals.

Eligible project types may be amended as necessary through a DCTA Board amendment of the TRiP policy. Adoption of an updated DCTA Long-Range Service Plan update may trigger Board action if amendments to TRiP project criteria are needed to ensure consistency with updated Long-Range Service Plan goals.

V. PROJECT SELECTION

Eligible member cities must submit a written application for funding. The application shall include, at minimum: a project description, project limits and boundaries, proposed or engineering based capital cost estimates, requested funding amount, identification of additional funding sources (if applicable), proposed schedule for the project, and a description of how the project would support DCTA Long-Range Service Plan goals. A sample project application is provided in *Attachment A*.

Applications will be submitted within 90 days of the DCTA Call for Projects. However, member cities may submit their applications sooner. DCTA staff will have 30 days to review the application to determine minimum project eligibility or request more information. Subsequent to completing the review, if no additional information was requested, the application will be placed on the agenda for the next regularly scheduled DCTA Board of Directors meeting for consideration. Following the review of each application, the DCTA Board will lead the approval and award process.

Should a member city have a project that timing would necessitate an application prior to the call for projects, a city may submit an application for pre-award authority. Any cost difference

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At project completion, in the event that final project accounting or audit reveals that TRiP funding was not expended in a manner consistent with program requirements, or that the final project cost was less than the approved TRIP funding, those unspent funds shall be returned to DCTA and remain available in the apportionment for reprogramming to the eligible city. Unspent dollars shall be available to the eligible city up to three years for reprogramming and will be in addition to, any future allotments.

DCTA does not assume or incur any liability, obligation or financial responsibility for a contract between an eligible city and a contractor, employee or agent for an approved project or any liability for a result, occurrence, injury or damages resulting from or caused, directly or indirectly, by an approved project.

VII. PERFORMANCE EVALUATION AND REPORTING

Eligible cities shall maintain accurate books and records of all approved projects. Cities will maintain separate records for each approved project including project budgets, budget amendments, revised budget balances, expenditures to date, change orders, cost to complete, and TRiP funding received to date. DCTA maintains the right to audit a city's books to ensure that TRiP funding is applied in accordance with the program criteria. Cities also maintain the right to audit DCTA's books to ensure that the funding allocations and disbursements are in accordance with these guidelines and other applicable laws.

In addition to financial records, member cities will provide to DCTA an annual status report for each funded project detailing the activities completed to date, schedule updates, and any foreseeable issues or challenges. Additional performance monitoring criteria may be established for larger disbursements or on-going programs funded through TRiP.

DCTA may reconfirm performance goals (established in coordination with the member cities) intended to demonstrate the project's ability to support Long-Range Service Plan goals. DCTA will report quarterly to the Board on the status of the TRiP fund, including amounts apportioned, amounts programmed, amounts disbursed to member cities, and the amount remaining for each city. Quarterly staff reports will also include a summary of significant milestones and performance goals.

VIII. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the project selection process shall refrain from personal business activity that could conflict with the proper execution and management of the TRiP or that could impair the ability to make impartial decisions. Employees and Board members shall disclose any material interests potentially affected by any of the projects submitted.

Procedures when identifying a potential conflict of interest will comply with Chapter 171 of Texas Local Government Code regarding conflicts of interest. If an officer or employee involved in the project selection process has a substantial interest in a business entity or in real property, that person must file an affidavit stating the nature and extent of the interest and abstain from further participation.¹

IX, SUBJECT TO AUDIT

DCTA shall establish a system of written internal controls which will be reviewed

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¹ Legal exceptions and situations not requiring abstention should be reviewed and documented with DCTA counsel.

annually with the independent auditor of DCTA. The controls shall be designed to prevent loss of public funds due to error, misrepresentation, or oversight. A formal annual review of these internal controls as well as disbursements and receipts associated with the Transportation Reinvestment Program will be performed by an independent auditor. Results of the audit shall be reported to the Board.

ATTACHMENT A

Improvement Type	Restrictions			
Transit Stop Amenities	Along existing or planned DCTA fixed routes			
	Within one mile and/or along existing or planned DCTA fixed			
Sidewalks	routes/demand response zones			
	Within one mile and/or of planned DCTA fixed routes/dema			
Crosswalks/Median Island	response zones			
Bike/Ped Trail Connections	Provides connection to existing or planned transit network			
Bus Bulb Out/Turning Pocket	N/A			
Transit Lane	N/A			
Bike Lane (on-street)	N/A			
Other Lane reconfiguration	Must serve a transit-related purpose			
Traffic Calming	N/A			
	Along existing or planned route DCTA fixed routes/on-demand			
Landscaping/streetscaping	response zones			
Street lighting/ Other public	Along existing or planned DCTA fixed routes/on-demand			
safety improvements	response zones			
	Along existing or planned DCTA fixed routes/on-demand			
Transit Signal Priority (TSP)	response zones			
	Along existing or planned DCTA fixed routes/on-demand			
Signal Timing	response zones			
Other Intersection	Along existing or planned DCTA fixed routes/on-demand			
improvements	response zones			
	Along existing or planned DCTA fixed routes/ on-demand			
Street Improvements	response zones			
Shared Parking, Kiss & Ride/Drop-off Zones	Within 500 feet of DCTA stations or facilities			
Transit Oriented Development	Planning and site development activities			
Transit Adjacent Development				
Wayfinding/Placemaking signage	N/A			

Note: all improvements should be consistent with approved local and regional plans, including DCTA's Long Range Service Plan

EXHIBIT "B"

Lewisville Application The Standard TOD Public Street Construction

ATTACHMENT A – SAMPLE PROJECT APPLICATION

The Standard TOD Public Street Construction PROJECT NAME:

□ Highland PROJECT SPONSOR: □ Denton ∠ Lewisville

Village

PROJECT DESCRIPTION: Design of four new streets totaling 0.86 mile's of

multimodal street/streetscape project including enhanced

sidewalks, pedestrian amenities and bicycle lanes.

GEOGRAPHIC

701 East Main Street: North of East Main Street, South of LIMITS/BOUNDARIES:

East College Street

REQUEST FOR CAPITAL

LEVEL OF DESIGN: Pre-design

PROJECT COST: \$5,157,005

FUNDING REQUEST: \$2,000,000

12/31/2024 ESTIMATED PROJECT COMPLETION DATE: (Design completed)

ADDITIONAL INFORMATION:

In 2003, the City of Lewisville adopted the Old Town Lewisville Master Plan, the Old Town Development Ordinance, and the Old Town Mixed Use zoning districts to promote the enhancement of Old Town Lewisville while preserving its unique character. With the arrival of the Denton County Transit Authority's (DCTA) A-Train passenger rail station in Old Town Lewisville in 2009, the city began an extensive public involvement process that led to the adoption of the Old Town Transit Oriented Development (TOD) Master Plan in October 2010. In 2017, an update to the plan was adopted to supplement the 2010 Master Plan focusing on current market conditions and strategies to accelerate redevelopment in the area between Charles Street and Railroad Street. On October 16, 2023 The Lewisville Old Town Transit-Oriented Development Master Plan was updated to accelerate transit oriented development with the area east of the Charles Emery Old Town Lewisville DCTA train station. This update calls for a variety of uses including commercial, multifamily, and townhomes as well as a walkable block pattern.

In conjunction with the TOD Master Plan Update, the Lewisville Public Finance Corporation approved the Standard at Old Town project on June 12, 2023, which is being developed by Ojala Partners, LP on the subject site directly east of DCTA's Old Town Station, to provide affordable housing in Old Town. It is composed of one-, two-, and three-bedroom units. Per the agreement, 3% of the units (18) are restricted for residents earning at or below 50% of the area median income (AMI), 7% of the units (42) are restricted for residents earning at or below 60% of the AMI, 41% of the units (246) are reserved for residents earning at or below 80% of the AMI, and the remaining 49% (294 units) will be market rate.

The Standard provides a variety of housing types totaling up to 650 units and primarily follows the street network laid out with the TOD Plan. The proposed network provides a variety of designs for both 61-foot and 79-foot rights-of-way street sections.

The proposed TRiP project will supplement funds from Ojala Holdings, the Developer, which are set aside for the development of design and construction documents for this proposed street network. The proposed street network will include the following elements:

- Wide sidewalks (6' minimum)
- Street Trees
- On Street Parking
- Safe Pedestrian Crossings

This street network project will allow the residents of this area greater access to the Old Town DCTA Station, which is approximately 320-feet west of this development.

IN THE SECTION BELOW, PLEASE INDICATE HOW THE PROPOSED PROJECT SUPPORTS DCTA LONG-RANGE SERVICE PLAN GOALS

☑ Increase service efficiency and reliability

The proposed streetscape and the proposed street layout will provide 600 to 650 residential units being built by Ojala Holdings access to DCTA's Old Town Station. These residents and future development to the east will have increased access to the DCTA station.

 Increase service effectiveness for DCTA customer

The increase of residential units in Lewisville's Old Town TOD plan area will increase the ridership of both the DCTA light rail system and Go-Zone service. The streets will connect these market, moderate and low income units to transit. Moderate and low income households are more likely to use the public transportation and the proposed streets to access DCTA's facilities.

☑ Increase the visibility and elevate the image of DCTA

proposed Oriented Transit Development and new street grid will emphasis and elevate the image of the Old Town Station. Two east-west oriented streets connect to the DCTA property this and future to developments.

transit has a strong likelihood of success

The Old Town DCTA station opened in 2009. Increased density and well designed road networks will allow greater use and success of the existing station as it is only 350-feet away.

 Coordinate with regional transportation providers

Pair transit facilities to existing and planned transit-supportive development

This proposed street network directly implements the vision of Lewisville Old Town Transit Oriented Development Master Plan, updated in fall of 2023. The street network will also allow future development safe access to DCTA transit facilities by creating a street grid in an area lacking in access.

that support transit

This project will include street trees in its design and will also promote convenient and safe transportation options for multimodal travel, putting less focus on cars. Sustainable design elements will help mitigate urban heat island and stormwater impacts in the immediate area.

fiscally sound and sustainable financial plans and budgets that reflect community priorities and values

By layering multiple funding sources in order to design and implement this project, the organization is striving for sustainable financial excellence to support community needs in the shortand long-term in this area.

THIS SECTION TO BE COMPLETED BY DCTA STAFF

Transportation Reinvestment Program Project Identifier: L6				
Meets minimum project eligibility requirements				
Multiple project selection				
Rank:				
Initial Member City Transportation Reinvestment Program Balance: \$7,060,473				
Recommended Project FY 24 Programmed Amount: \$2,000,000				
Remaining Member City Balance: \$5,060,473				
Recommended Disbursement Schedule:				
□ Lump Sum				
□ Quarterly				
□ Monthly				
As defined through Inter-local Agreement				

PLEASE ATTACH PROJECT COST BACKUP. ACCEPTABLE COST BACKUP FOR CAPITAL PROJECTS INCLUDES PROJECT DRAWINGS, DESIGN SHEETS, COST WORKBOOK, OR BID SHEET. FOR SERVICE REQUESTS, PLEASE INCLUDE A SUMMARY OF DISCUSSIONS WITH DCTA SERVICE PLANNING STAFF OR AN ESTIMATE FROM AN ALTERNATE TRANSPORTATION SERVICE PROVIDER. 4934-0188-4729, v. 1

Lewisville Old Town ROW Project								
Description	Qty	UOM		Unit Cost Tota		Total		
BASE BID								
Roadway Improvements								
6" Concrete Paving Public Sect. Street & Parking	16,768	SY	\$	94.00	\$	1,576,192		
5" Concrete Sidewalk	56,466	SF	\$	17.50	\$	988,155		
P-1 ADA Ramp	55	EA	\$	2,900.00	\$	159,500		
6" Lime Stabilized (40#/SY) Public Street Section	18,166	SY	\$	12.50	\$	227,075		
Hydrated Lime (40#SY)	364	TN	\$	475.00	\$	172,900		
Subgrade Prep & Finish	11,933	SY	\$	7.50	\$	89,498		
Subtotal: Roadway Improvements					\$	3,213,320		
Additional Improvement Costs								
6' Landscape Buffer in ROW areas - Estimate	4,500	LF	\$	150.00	\$	675,000		
Subtotal: Additional Improvement Costs					\$	675,000		
SUBTOTAL: DIRECT COST					\$	3,888,320		
Construction Contingency					\$	583,248		
Sub Bonds					\$	97,208		
SUBTOTAL: HARD COST					\$	4,568,775		
General Conditions					\$	228,439		
Insurance					\$	114,219		
SUBTOTAL: COST OF WORK					\$	4,911,434		
Construction Fee					\$	245,572		
TOTAL CONSTRUCTION COST					\$	5,157,005		