



Lewisville City Council

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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
JANUARY 26, 2015**

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

**WORKSHOP SESSION - 6:30 P.M.
REGULAR SESSION - 7:00 P.M.**

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 6:30 P.M.

- A. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION - 7:00 P.M.

- A. **INVOCATION:** Councilman Vaughn
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Tierney
- C. **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.
- D. **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.

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 26, 2015**

1. APPROVAL OF MINUTES:

- a. City Council Minutes of the December 15, 2014, Workshop Session and Regular Session; and**
- b. City Council Minutes of the January 5, 2015, Workshop Session and Regular Session.**

2. Approval of Bid Awards for HVAC Repair Annual Requirements Contracts to 3D Mechanical Services, Crandall, Texas (Primary Contractor) and EEC, Enviro Services Company, LLC., Red Oak, Texas (Secondary Contractor).

ADMINISTRATIVE COMMENTS:

A total of eleven (11) bid invitations were downloaded from Bidsync.com. Four (4) bids were received and opened October 2, 2014. The repair contracts cover time and material for unexpected repairs to City-owned HVAC (heating, ventilating, and air conditioning) equipment. Because repairs are often time sensitive, specifications stated a primary and secondary contractor would be selected. The term of the contracts will be twelve (12) months, with an option to extend for up to two (2) additional twelve (12) month terms. Funding is available in the Public Services departmental budget.

RECOMMENDATION:

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

3. Approval of the Fiscal Year 2014-2015 Ambulance Service Interlocal Cooperation Agreement Between Denton County and the City of Lewisville; and Authorization for the City Manager or Her Designee to Execute the Agreement.

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 26, 2015**

ADMINISTRATIVE COMMENTS:

The Lewisville Fire Department provides emergency ambulance service to Denton County through an annual Interlocal Cooperation Agreement. By providing ambulance service to designated unincorporated areas of Denton County, fixed revenue for the City is \$55,579, plus \$248.9627 per ambulance transport. The 4.28 rural miles noted in the agreement is the Castle Hills area, Lewisville Lake Bridge, as well as a small amount of property owned by the Corps of Engineers. The term of agreement is for the period of October 1, 2014 through September 30, 2015. The City Attorney's office has reviewed and approved the agreement as to form.

RECOMMENDATION:

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

- 4. Approval of the Fiscal Year 2014-2015 Fire Protection Services Interlocal Cooperation Agreement Between Denton County and the City of Lewisville; and Authorization for the City Manager or Her Designee to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

The Lewisville Fire Department provides fire protection services to Denton County through an annual Interlocal Cooperation Agreement. By providing fire protection services to designated unincorporated areas of Denton County, revenue is generated for the City in the amount of \$10,000 for a readiness fee, plus \$500 per fire call. The 4.28 rural miles is the Castle Hills area, Lewisville Lake Bridge, as well as a small amount of property owned by the Corps of Engineers. The term of agreement is for the period of October 1, 2014 through September 30, 2015. The City Attorney's office has reviewed and approved the agreement as to form.

RECOMMENDATION:

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

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 26, 2015**

- 5. Approval of Changes to Policy Statement 1.0 Administration, Section I – City Council Travel and Business Expenses.**

ADMINISTRATIVE COMMENTS:

City Council approved Policy Statement 1.0 Administration, Section I on October 16, 2010. Last October, the Internal Revenue Service issued Internal Revenue Bulletin 2014-43 which details final regulations on local lodging expenses. City Council's policy on travel and business expenses is being updated for this clarification.

RECOMMENDATION:

That the City Council approve the changes to Policy Statement 1.0 Administration, Section I – City Council Travel and Business Expenses.

- 6. Approval of the Annual Arbitrage Rebate Reports From First Southwest Company Showing no Arbitrage Liability; Approval of a Supplemental Appropriation in the Amount of \$5,040 From the Utility Capital Projects Bond Funds Unappropriated Cash Balances; Approval of a Supplemental Appropriation in the Amount of \$3,780 From the General Capital Projects Bond Funds Unappropriated Cash Balances; and Approval of a Supplemental Appropriation in the Amount of \$420 From the TIRZ 1 (Old Town) General Capital Projects Fund Unappropriated Cash Balance.**

ADMINISTRATIVE COMMENTS:

First Southwest Company has completed all arbitrage calculations for 2014 to comply with Internal Revenue Service Arbitrage Regulations. The Federal Tax Reform Act of 1986 requires local governments to report and rebate interest earnings related to tax exempt bond proceeds which exceed interest allowed or paid on the bonded debt. The reports show no arbitrage liability as of September 30, 2014. Arbitrage liabilities are recalculated every year, and payment of liabilities is only required if the issues have a positive liability on five-year anniversary or final maturity dates. Appropriations are adjusted annually to reflect liabilities and compliance calculation fees after updated arbitrage reports are received.

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 26, 2015**

RECOMMENDATION:

That the City Council approve the Annual Arbitrage Rebate Reports from First Southwest Company and the supplemental appropriations as set forth in the caption above.

- 7. Approval of a Resolution Calling the May 9, 2015 Lewisville City Council General Election; Authorization of an Election Calendar; and Authorization for the Mayor to Sign the Election Order.**

ADMINISTRATIVE COMMENTS:

An election calendar has been prepared for the May 9, 2015, City Council election, which will include the Mayor and Place No. 2 on the ballot. State law requires that canvassing of the election be held between the 3rd and 11th day following an election. City staff recommends conducting the canvassing at the City Council meeting scheduled for May 18, 2015. City staff will be meeting with both Denton and Dallas Counties in the coming weeks and an item authorizing contracts for election services with both entities will be brought back for City Council consideration. These contracts will address polling locations for both early voting and Election Day.

RECOMMENDATION:

That the City Council approve the proposed resolution and election calendar as set forth in the caption above.

- 8. Approval of a Resolution Adopting the City's Legislative Agenda for the 2015 Texas Legislature; and Authorizing the Mayor and City Manager to Communicate the City's Adopted Legislative Priorities.**

ADMINISTRATIVE COMMENTS:

The 84th Texas Legislature convened in January and is expected to consider legislation on a wide range of issues with a direct impact on municipal government in general and on Lewisville in particular. This resolution officially adopts the city's 2015 Legislative Agenda, establishes priorities, and authorizes the Mayor or City Manager to sign letters and other documents in keeping with the adopted agenda.

RECOMMENDATION:

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

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 26, 2015**

E. REGULAR HEARINGS:

- 9. Consideration of a Variance to the Lewisville City Code Section 9.5-98(e)(1)(a) Regarding Water Line Requirements for Fire Protection Related to Lewisville Town Square Located on the Northwest Corner of Church Street and Charles Street, as Requested by John Measels P.E. of John Thomas Engineering Representing Old Town Development, LLC.**

ADMINISTRATIVE COMMENTS:

The subject property is proposed to be developed with three restaurants per the Economic Development Agreement approved by City Council on March 17, 2014. The 1.9 acre property is being platted into three lots in the Lewisville Town Square Addition. The plat was approved by the Planning & Zoning Commission on January 6, 2015. Staff has reviewed and approved the Old Town Development Plan subject to City Council approval of a variance to allow placement of paving and a trash enclosure within the 15 foot restricted water line easement.

RECOMMENDATION:

That the City Council approve the variance as set forth in the caption above with the stipulation that the property owner will be responsible for the pavement and dumpster enclosure repairs within the easement area due to any City repair or replacement of the water line.

- 10. Consideration of a Variance to the Lewisville City Code Section 6-103(c)(2)(a) (Access Spacing) Regarding Driveway Spacing Requirements, Related to Garden Ridge Assisted Living Located at 301 North Garden Ridge Boulevard, as Requested by Doug Weaver, P.E. of G&A Consultants, LLC, on Behalf of the Owner.**

ADMINISTRATIVE COMMENTS:

The subject site is a 1.403-acre lot zoned Medical District (MD) and Light Commercial (LC) within the Garden Ridge Church of Christ Addition located near the Northeast corner of Garden Ridge Boulevard and Main Street. City Council approved the rezoning of the property on November 17, 2014. The property owner is proposing to redevelop the property from a self-service car wash to an assisted living facility. Staff has reviewed and approved the Engineering Site Plan subject to the City Council approval of a variance to reduce the required separation between driveways to less than 230 feet.

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 26, 2015**

RECOMMENDATION:

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

PRESENTATION: Jeff Kelly, P.E., Assistant City Engineer

- 11. Consideration of an Ordinance Providing for the Abandonment of an Unnamed Road Right-of-Way South of S.H. 121 Business, North of Vista Ridge Mall Drive and East of Highpoint Oaks Drive.**

ADMINISTRATIVE COMMENTS:

The City of Lewisville and Hawkeye Realty Schreiber LTD entered into a Program Grant Agreement in February of 2009 stipulating the City would abandon the subject prescriptive right-of-way parcel to the adjacent owners in exchange for dedication of right-of-way for the extension of Vista Ridge Mall Drive. The Vista Ridge Mall Drive extension was completed in November 2011. The right-of-way to be abandoned is roughly 370 feet long by 36 feet wide (0.304 acres). A 15-foot wide utility easement adjacent to the west line of the abandonment parcel will be dedicated by the developer simultaneously with filing the abandonment deeds to accommodate existing overhead electric and telephone service.

RECOMMENDATION:

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

- F. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- Fourth Quarter 2014 Boards/Commissions/Committees Attendance Reports
- G. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.071 (Consultation with Attorney): Legal Issues Related to the Construction of the Old Town Park Plaza.
 2. Section 551.072 (Real Estate): Property Acquisition

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 26, 2015**

3. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- H. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- I. **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).

MEMORANDUM

TO: Todd White, Purchasing Manager

FROM: Francis Mascarenhas, Internal Services Manager

VIA: Carole Bassinger, Director of Public Services

DATE: December 23, 2014

SUBJECT: **Approval of Bid Awards for HVAC Repair Annual Requirements Contracts to 3D Mechanical Services, Crandall, Texas (Primary Contractor) and EEC, Enviro Services Company, LLC., Red Oak, Texas (Secondary Contractor).**

BACKGROUND

The Facilities Division of Public Services coordinates HVAC repairs for all City buildings throughout the year. Due to the nature of these repairs and aging of the units, material costs are unknown and work is predicated upon equipment failure.

ANALYSIS

On October 2, 2014, four (4) bids were received for HVAC Repair work. Because a contractor may not be able to respond to an equipment failure immediately, it was decided to award this contract using two contractors, as Primary and Secondary. In the event that the Primary Contractor cannot respond, the City will contact the secondary contractor. If neither of the contractors can respond, staff will then obtain quotes on the open market to complete the repairs. Based on an estimated number of services, 3D Mechanical Services, Crandall, Texas was the low bidder, and EEC, Enviro Services Co., LLC., Red Oak, Texas was the second lowest bidder. The HVAC preventative maintenance work will be provided through a separate contract.

RECOMMENDATION

It is the City staff's recommendation that the City Council award the annual contract for HVAC repairs to 3D Mechanical Services, Crandall, Texas (Primary Contractor) and EEC, Enviro Services Co., LLC, Red Oak, Texas (Secondary Contractor). Funding is available from account 101.09.310-4361 as well as other funding sources.

CITY OF LEWISVILLE
PURCHASING DIVISION
BID TABULATION
BID NO. 14-45-A
HVAC REPAIRS

BID ITEM	DESCRIPTION	QTY	UNIT	3D MECHANICAL SERVICES CO. CRANDALL, TEXAS		EEC, ENVIRO SERVICES CO., LLC RED OAK, TEXAS		BERGER ENGINEERING, CO. DALLAS, TEXAS		TRANE CARROLLTON, TEXAS	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	TECHNICIAN - REGULAR HOURLY RATE	100	EACH	\$70.00	\$7,000.00	\$78.00	\$7,800.00	\$79.00	\$7,900.00	\$125.00	\$12,500.00
2	TECHNICIAN - OVERTIME HOURLY RATE	20	EACH	\$105.00	\$2,100.00	\$100.00	\$2,000.00	\$118.50	\$2,370.00	\$188.00	\$3,760.00
3	MATERIALS COST MARK-UP			25%		25%		35%		25%	
				(A) \$9,100.00		(B) \$9,800.00		\$10,270.00			

NOTE: (A) BASED ON PRICE, 3D MECHANICAL SERVICES, CO. IS DESIGNATED PRIMARY CONTRACTOR
(B) BAASD ON PRICE, EEC, ENVIRO SERVICE CO., LLC IS DESIGNATED SECONDARY CONTRACTOR

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Tim Tittle, Fire Chief

DATE: January 14, 2015

SUBJECT: Approval of the Fiscal Year 2014-2015 Ambulance Service Interlocal Cooperation Agreement Between Denton County and the City of Lewisville; and Authorization for the City Manager or Her Designee to Execute the Agreement.

BACKGROUND

The Lewisville Fire Department provides emergency ambulance service to unincorporated areas of Denton County through an Interlocal Cooperation Agreement. This agreement has been in effect for many years and is approved annually for the period of October 1 through September 30.

The Ambulance Service Agreement provides for Denton County to pay an estimated fee based on a funding formula as follows: 1) a population-based readiness sum based on per capita; 2) a designated sum per ambulance run; 3) a fixed sum based on area covered. Each year the Denton County Fire Marshal supplies data and recommendations for the proposed agreement. The per capita and square mileage information is obtained from the North Central Texas Council of Governments and GIS. The 4.28 rural miles referenced is the Castle Hills area, Lewisville Lake bridge, as well as a small amount of property owned by the Corps of Engineers.

For last fiscal year, the funding formula specifics were as follows: 1) a population-based readiness sum based on .5046 per capita of \$52,635.06; 2) the sum of \$249.3075 per ambulance run. The Denton County Fire Marshal estimated 6 runs for \$1,495.84; 3) a fixed sum based on 4.28 rural miles in the agreed operating territory of \$2,916.88. The estimated total was \$57,048.

The reason that the Denton County Fire Marshal estimates 0 ambulance runs in the proposed agreement is that we choose not to bill Denton County. It is more beneficial to bill the patients and their insurance companies, while still receiving the fixed, readiness fees from Denton County.

Subject: 2014-2015 Ambulance Service Interlocal Cooperation Agreement
January 21, 2015
Page 2

ANALYSIS

The proposed 14-15 Ambulance Service Agreement is estimated at a fee of \$55,579 based on the funding formula as follows: 1) a population-based readiness sum based on .5046 per capita of \$52,635.06; 2) the sum of \$248.9627 per ambulance run. The Denton County Fire Marshal has estimated 0 runs for us based on our billing history; 3) a fixed sum based on 4.28 rural miles in the agreed operating territory of \$2,943.92. To summarize, in FY 14-15 Denton County will pay a fixed provider fee of \$55,579 plus \$248.9627 per ambulance run billed by the Lewisville Fire Department.

The City Attorney has approved the agreement as to form, and I have approved it as to content.

RECOMMENDATION

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

THE COUNTY OF DENTON

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§

**CITY OF LEWISVILLE
AMBULANCE SERVICES**

STATE OF TEXAS

**INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE**

THIS AGREEMENT, which has an effective date of October 1, 2014, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Lewisville, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Lewisville; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2014, and ending on September 30, 2015.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Lewisville in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing

in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and citizens of the **COUNTY** residing in the agreed area. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of said officers or employees shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV. **PERFORMANCE OF SERVICES**

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement.

V. **COMPENSATION**

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$55,579.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .5046 per capita; said sum computes to \$52,635.06.
2. A fixed sum of \$248.9627 per ambulance transport. There were no transports made by **AGENCY** in fiscal year 2014.
3. A fixed sum based on 4.28 rural miles in the agreed operating territory; said sum computes to \$2,943.92.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an

“emergency ambulance call” for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Requests for payment shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. Requests for payment shall be submitted within five (5) days of the performance of service by the **AGENCY**. Requests not timely submitted shall not be considered for payment. Requests for payment may be submitted by personal delivery, U.S. Mail, facsimile or computer telephone link to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

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

XVI.
AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY:

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By: _____
Mary Horn
Denton County Judge

AGENCY:

City of Lewisville
P.O. Box 299002
Lewisville, Texas 75029-9002

By: _____
Name _____
Title _____

Acting on behalf of and by
the authority of Denton County
Commissioners Court of Denton, Texas

Acting on behalf of and by the
authority of the City of Lewisville

DATED: _____

DATED: _____

ATTEST:

ATTEST:

BY: _____
Denton County Clerk

BY: _____
City Secretary, Lewisville

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Denton County Fire Marshal

Chief, Lewisville Fire Department

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant District Attorney

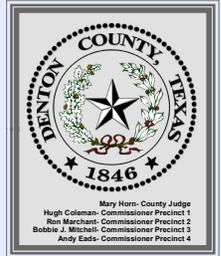
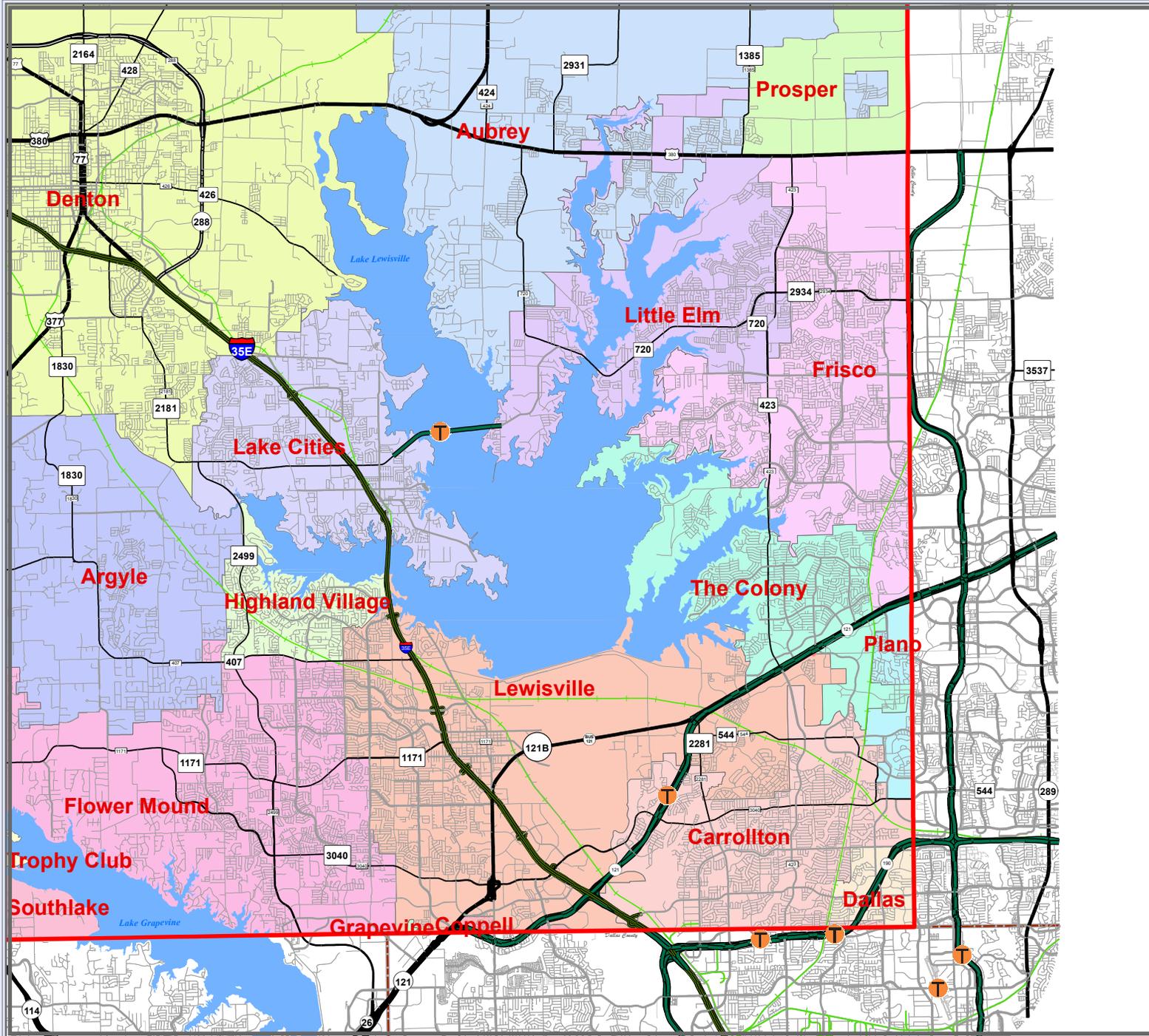
City Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to
accomplish and pay the obligation of Denton County under this Agreement.

James Wells, Denton County Auditor

DENTON COUNTY Lewisville EMS District



Legend

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- CEMETERY
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS

City Population

Denton > 100,000
Lewisville 40,000- 100,000
Carrollton 10,000- 30,999
Sanger 2,000- 9,999
Fowler < 2,000

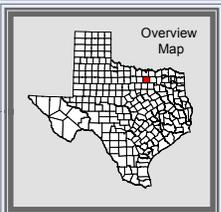
North Arrow

1 inch = 2.9 miles
October 24, 2014

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

CONTACT INFORMATION
LANDMARKMAP GIS: gis.dentoncounty.com
E-MAIL: gis@dentoncounty.com



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Tim Tittle, Fire Chief

DATE: January 14, 2015

SUBJECT: **Approval of the Fiscal Year 2014-2015 Fire Protection Services Interlocal Cooperation Agreement Between Denton County and the City of Lewisville; and Authorization for the City Manager or Her Designee to Execute the Agreement.**

BACKGROUND

The Lewisville Fire Department provides fire protection service to unincorporated areas of Denton County through an Interlocal Cooperation Agreement. This agreement has been in effect for many years and is approved annually for the period of October 1 through September 30.

The Fire Protection Service Agreement provides for Denton County to pay a fixed readiness fee, and a sum per fire call in designated unincorporated areas of Denton County, Texas. The 4.28 rural miles is the Castle Hills area, Lewisville Lake Bridge, as well as a small amount of property owned by the Corps of Engineers. Each year the Denton County Fire Marshal supplies data and recommendations for the proposed Agreement.

For last fiscal year the fixed readiness fee was \$10,000 and the fee per fire call was \$475. The Fire Marshal had estimated 25 calls based on our billing history. Our actual 36 calls resulted in a total payment due of \$27,100.

ANALYSIS

The proposed Fire Protection Services Agreement for Fiscal Year 14-15 provides for Denton County to pay for the full performance of this agreement the sum of Ten Thousand Dollars (\$10,000) upon execution of this agreement and the sum of Five Hundred and 00/100 Dollars (\$500) per fire call in designated unincorporated areas of Denton County, Texas. The Denton County Fire Marshal has estimated 25 runs (\$12,500), projecting a total payment of \$22,500 for FY 14-15.

The City Attorney has approved the Agreement as to form, and I have approved it as to content.

RECOMMENDATION

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

THE COUNTY OF DENTON

§
§
§
§

**CITY OF LEWISVILLE
FIRE DEPARTMENT**

STATE OF TEXAS

**INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES**

THIS AGREEMENT, which has an effective date of October 1, 2014, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Lewisville, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Lewisville; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

**I.
TERM**

The term of this Agreement shall be for the period beginning of October 1, 2014, and ending September 30, 2015.

**II.
SERVICES**

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Lewisville in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "Lewisville" as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 9060 Teasley Lane, Denton, Texas 76210-4010. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.
PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.
COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$500.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2014, to September 30, 2015. The **COUNTY** anticipates the **AGENCY** to run approximately **25** fire calls for a total funding of **\$12,500.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$22,500.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

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

XV.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

AGENCY

City of Lewisville
P.O. Box 299002
Lewisville, Texas 75029

By _____
Mary Horn
Denton County Judge

By _____
Name _____
Title _____

Acting on behalf of and by the
authority of Denton County
Commissioners Court of
Denton County, Texas.

Acting on behalf of and by the
authority of the City of Lewisville

DATED: _____

DATED: _____

ATTEST:

ATTEST:

BY: _____
Denton County Clerk

BY: _____
City Secretary

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Denton County Fire Marshal

Chief, Lewisville Fire Department

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant District Attorney
Denton County

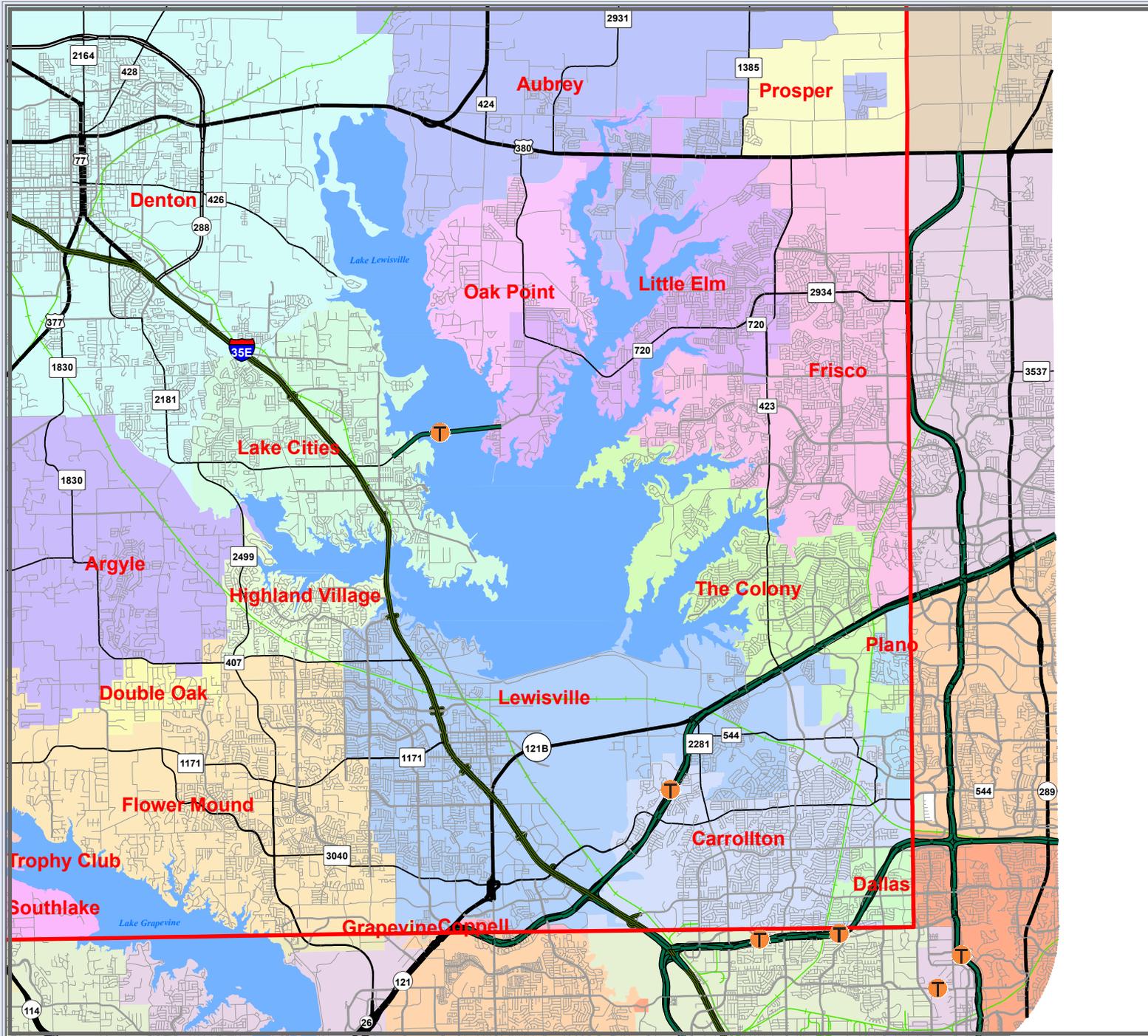
City Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of Denton County under this Contract/Agreement.

James Wells, Denton County Auditor

DENTON COUNTY Lewisville Fire District



Legend

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- CEMETERY
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS

City Population

Denton > 100,000
 Lewisville 40,000- 100,000
 Carrollton 10,000- 30,000
 Sanger 2,000- 9,999
 Preston < 2,000

North Arrow

1 inch = 2.9 miles
 October 24, 2014

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CONTACT INFORMATION
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 E-MAIL: gis@dentoncounty.com



DEPARTMENT OF TECHNOLOGY SERVICES

DTS

DENTON COUNTY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: January 14, 2015

SUBJECT: **Approval of Changes to Policy Statement 1.0 Administration, Section I – City Council Travel and Business Expenses.**

BACKGROUND

During the August 16, 2010, City Council meeting, Council approved various policy statements which included those issues listed in section 3.07 of the charter, policies that are specifically required by state or federal law to be adopted by the governing body in their entirety, policies that impact individual council action and policies that guide council action. One such policy was the statement that defined City Council's travel and business expenses.

The purpose of this policy was to establish a consistent process for the accounting and reimbursement of City Council travel and business expenses and compliance with the regulations of the Internal Revenue Code (IRC). Compliance with the IRC is important in order for such reimbursements to be a valid business expense for the City and not be taxable income for the Council member.

ANALYSIS

The IRC defines business travel with regard to whether the travel is inside or outside a taxpayer's "Tax Home." Tax Home is defined as the general vicinity or principal place of business. For councilmembers, their place of business is city hall. In accordance with IRC guidelines, the Tax Home area for the City of Lewisville includes the entire metropolitan area. In general, the IRC allows for the reimbursement of travel expenses, such as lodging, without these reimbursements being considered taxable income as long as the employee is traveling outside their Tax Home area. Therefore, in order to keep Council's reimbursements from being taxable to them, the policy adopted by Council in August 2010 states under D.2.d., "Overnight accommodations are not reimbursable unless the travel destination is outside the Tax Home area."

Last October, the Internal Revenue Service (IRS) issued Internal Revenue Bulletin 2014-43, Local Lodging Expenses. This bulletin contained clarification and final regulations relating to the deductibility of expenses for lodging when an individual is not traveling away from his Tax Home (local lodging.) Briefly stated, local lodging is allowed as long as the expenses are ordinary and necessary (not lavish or extravagant), but will depend on the "facts and circumstances." Facts and circumstances mean that the IRS will determine the deductibility (or taxability) on a case-by-case basis. In order to be more certain, the IRS does offer a "safe harbor."

A safe harbor is a set of criteria which, if present, will satisfy the IRS and the local lodging will be allowed as business expenses and not taxable to individuals. The safe harbor for local lodging at business meetings and conferences are:

1. The lodging is necessary for the individual to participate fully in or be available for a bona fide business meeting, conference, training activity, or other business function;
2. The lodging is for a period that does not exceed five calendar days and does not occur more frequently than once per calendar quarter;
3. If the individual is an employee, the employee's employer requires the employee to remain at the activity or function overnight; and
4. The lodging is not lavish or extravagant under the circumstances and does not provide any significant element of personal pleasure, recreation, or benefit.

This clarification by the IRS is what allows the retreat to be held in Fort Worth without the cost of the lodging being taxable income for the city council and staff. An Administrative Directive will also be revised to reflect this change in IRS regulations. For the most part, local lodging is only a factor for city council retreats. Holding retreats outside of Lewisville in the past fostered an environment conducive to avoiding business interruptions, encouraging meaningful interaction and team building.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the changes to the policy statement to allow local lodging.

Effective Date: ~~08/16/2015~~ 08/16/2015/26/15

Approval: _____

**CITY OF LEWISVILLE
POLICY STATEMENTS**

TOPIC: 1.0 – ADMINISTRATION
**REFERENCE: SECTION I – CITY COUNCIL TRAVEL AND BUSINESS
EXPENSES**

I. CITY COUNCIL TRAVEL AND BUSINESS EXPENSES

A. Purpose

The purpose of this policy is to establish a consistent process for the accounting and reimbursement of City Council and appointed board member travel and business expenses, and compliance with the regulations of the Internal Revenue Code.

B. Definitions

1. Accountable Plan – An allowance or reimbursement policy where amounts are non-taxable to the recipient if the following requirements are met:
 - a. There must be a Business Connection to the expenditure;
 - b. There must be Adequate Accounting by the recipient within a reasonable period of time; and
 - c. Excess reimbursements must be returned within a reasonable period of time.

Payments made under an allowance or reimbursement program that does not meet all three requirements for an Accountable Plan are taxable wages when paid or when constructively received by the mayor or council member.

2. Adequate Accounting – Verification of the date, time, place, amount and Business Purpose of expenses. Itemized Receipts are required unless the reimbursement is made under Per Diem.

3. Business Meal – A non-routine meal that includes more than one person; has a clear, necessary business reason for incurring the expense; and is substantiated with an Itemized Receipt. It must also meet the Directly-Related or Associated Test.
4. Business Purpose or Connection – A deductible business expense incurred in connection with services performed as a mayor or council member. If not reimbursed by the City, the expense would be deductible by the mayor or council member on their 1040 income tax return as a business expense.
5. Day Meals – “On Your Own” meals incurred without an Overnight Stay. These meals are taxable as wages per the IRS.
6. Incidental Expenses – Fees and tips given to porters, baggage carriers, bellhops, and hotel maids. Also, tips given on meals, taxi and shuttle services. Incidentals, along with meals, are included in the M&IE (Meals and Incidental Expenses) Per Diem rate.
7. IRS – Internal Revenue Service
8. IRS Standard Mileage Rate – IRS published reimbursement rate for mileage when a mayor or council member uses their personal vehicle for business travel. The rate can be found at www.irs.gov.
9. Itemized Receipt – A receipt that lists the specific line items and amounts purchased. The receipt is provided by the merchant and also includes information identifying the business, time of purchase and other information related to the transaction. A credit card receipt is never an itemized receipt.
10. Overnight Stay – Travel long enough to require substantial sleep or rest. A longer than normal work day does not meet the IRS definition.
11. Per Diem – An allowance per day to pay for meal and incidental expenses (M&IE) and lodging expenses while traveling on business. Federal per diem rates are located under www.gsa.gov/perdiem.
12. Tax Home – The general vicinity or principal place of business (City Hall). It includes the entire metropolitan area for IRS purposes. For Lewisville, the metropolitan area is Dallas, Denton, Collin and Tarrant counties.
13. Travel Expenses – Qualifying expenses incurred during travel on business away from the Tax Home.
 - a. Travel must be temporary, and

Field Code Changed

Field Code Changed

- b. Substantially longer than an ordinary day's work, requiring an Overnight Stay or substantial sleep or rest.

C. General Allowances

1. City Council and Board Member Travel

- a. The City will pay certain expenses for travel required to conduct City business for the mayor, council members and appointed board members.
- b. Any out-of-state travel request by a mayor or council member needs to be approved on a case-by-case basis by the City Council prior to the trip. Once approved, no formal action is required for future said trip.
- c. The mayor and council members shall avoid changing of travel plans that result in increased costs to the City.
- d. Appointed board members will be subject to same guidelines within this policy as the mayor and council members unless otherwise noted.

2. Entertainment and Alcohol

The City will not reimburse for entertainment or alcohol.

3. Liability Coverage

- a. The mayor and council members traveling on City business will be covered by insurance to the same extent they are covered during periods when they are discharging their prescribed duties.
- b. Additional insurance coverage for rental cars is not required under the City's insurance coverage and will not be reimbursed.

4. Receipts and Documentation

Reimbursements for travel and business expenses will only be made under an Accountable Plan. The City will not reimburse for expenses incurred outside of an Accountable Plan. Itemized Receipts are required unless the reimbursement is for Per Diem meals or lodging.

D. Policy

1. Transportation

a. Commercial Airlines

- (1) The City will pay for economy round trip airfare. The mayor and council members may choose to travel first-class, but the City will only pay economy fares.
- (2) The City will pay for one (1) personal checked bag, each way, per trip.

b. Ground Transportation

- (1) The City will pay for rental car, taxi, bus, and similar ground transportation fares for required transportation.
- (2) Direct expenses, such as gasoline and tolls, associated with the use of rental cars will be paid.
- (3) Appropriate receipts are required for these expenditures.

c. Personal Vehicles

- (1) The mayor and council members may use their personal vehicles for out-of-town travel. If the destination is less than 500 miles from their Tax Home, the mayor and council members will be reimbursed actual mileage to and from the destination multiplied by the current IRS Standard Mileage Rate. If the mayor or council member chooses to drive to a destination that is more than 500 miles from their Tax Home, the City will reimburse the lesser of:
 - (a) The cost of a 21 day advance round trip airfare for each official traveling to the destination on City business in the vehicle. The comparison airfare should be economy or lowest fare available unless extenuating circumstances can be documented,
 - OR
 - (b) Actual mileage to and from the destination at the current IRS Standard Mileage Rate.
- (2) When the destination is more than 500 miles from the point of departure, the City will not reimburse for expenses (such as lodging and meals) in transit.

- (3) The City will pay for any required City business related mileage while at the destination.
- (4) The City will not reimburse for toll fees when using personal vehicles. The City considers these fees compensated by approving the use of the IRS Standard Mileage Rate.

d. Parking

The City will reimburse, with appropriate receipts, parking required while the mayor or council member is conducting City business.

e. Non-Receipt Transportation Expense

The IRS does allow reimbursement for transportation expenses for which a receipt is not readily available (i.e. parking meters). The City will pay for this occasional expense.

2. Hotels/Motels

a. The City will reimburse hotel or motel expenses under the Per Diem allowance method. The mayor and council members are deemed to have substantiated the amount of the expenses up to the federal Per Diem rate.

- (1) Expense Reports will note these Per Diem amounts for reimbursement without actual receipts.
- (2) Rates vary based on destination and are established by the U. S. General Services Administration. These rates are reviewed annually and updated each October 1. These rates can be obtained by going to www.gsa.gov/perdiem.
- (3) The rates do not include taxes. An amount equal to 20% of the Per Diem room rate will be added on the expense report for taxes incurred.
- (4) The mayor and council members are only eligible for Per Diem if they actually paid for overnight accommodations.
- (5) Per Diem should be reduced in those cases where the federal rate would be an excess reimbursement.

Field Code Changed

- b. An exception to the Per Diem method is for hotel or motel rates expressly associated with a conference or meeting sponsored by a third party.
 - (1) These rate(s) are stated in the conference, or meeting sponsored by a third party, literature or notices and may apply to non-designated hotels or motels if designated accommodations are not available.
 - (2) The City will pay actual expenses with appropriate receipts.
 - (3) The City will pay or reimburse expenses for hotels or motels only. No other types of lodging will be reimbursed.
- c. The payment or reimbursement for hotels or motels will be for the actual number of days of the conference or meeting sponsored by a third party, plus reasonable allowance for travel time.
- d. Overnight accommodations are not reimbursable ~~unless the travel destination is outside~~within the Tax Home area, except for City Council retreats and special workshops.
- e. The mayor and council members are encouraged to make travel plans in advance as conference hotels fill to capacity and other hotels may exceed the Per Diem conference or meeting sponsored by a third party rate that will be reimbursed.
- f. Extraordinary circumstances requiring reimbursement for a hotel or motel expense beyond Per Diem and conference or meeting sponsored by a third party rate will need written documentation submitted to the City Secretary's office before additional reimbursement.

3. Meals and Incidental Expenses (M&IE)

Reimbursement of M&IE is dependent on whether there is a valid Business Purpose and whether the expenses are substantiated with Adequate Accounting. The City will only reimburse for M&IE when both conditions have been satisfied. The IRS makes three clear, distinct categories surrounding meal reimbursements that are detailed below.

- a. Individual Meals While Traveling Overnight
 - (1) The City will reimburse these M&IE under the Per Diem allowance method. The mayor and council members are deemed to have substantiated the amount of the expenses

up to the federal Per Diem rate. The City will no longer reimburse these individual meals from actual receipts.

- (2) Expense reports will note these Per Diem amounts for reimbursement without actual receipts.
- (3) Rates vary based on destination and are established by the U. S. General Services Administration. These rates are reviewed annually and updated each October 1. These rates can be obtained by going to www.gsa.gov/perdiem.
- (4) If traveling to more than one location in one day, rates for the area where the mayor or council member stops for rest and sleep will be used.
- (5) Per the IRS, on the first day of travel and on the last day of travel, the M&IE rate must be prorated. This prorated amount is stated on the above referenced website.
- (6) If a meal cost is included in a registration fee for an event, the Per Diem will be reduced except on prorated Per Diem days. From the website above, select “Meals and Incidental Expense Breakdown” to obtain this reduction amount to the M&IE rate. Likewise, if the mayor or council member’s meal is paid for under I.D.3.c., the Per Diem is to be reduced.
- (7) Per Diem should be reduced in those cases where the federal rate would be an excess reimbursement.

Field Code Changed

b. Individual Meals Away From Home But Not Overnight (Day Meals)

- (1) The City will not reimburse for these meals since they are taxable as wages.
- (2) The City will reimburse for meal expenses that are part of attending meetings if related to City business and the meal is included in the cost of the program. The IRS gives examples such as chamber of commerce, business leagues, and trade or professional associations.

c. Business Meals

- (1) Meals that meet the definition of Business Meals under I.B.3. must also meet one of the following tests:

- (a) Directly-Related Test – the meal must satisfy all of the following:
 - i. The main purpose of the combined business and meal is the active conduct of business;
 - ii. Business is actually conducted during the meal period; and
 - iii. There is more than a general expectation of deriving income, lowering expenses or some other specific City benefit at some future time.

OR

- (b) Associated Test – the meal must satisfy all of the following:
 - i. Associated with the active conduct of the City’s business; and
 - ii. Directly before or after a substantial business discussion.
- (2) Receipts for Business Meals that meet one of the above tests shall be submitted with accompanying notation of the subject of the meeting and individuals present along with the documentation requirements under I.C.4.
- (3) Tips associated with Business Meals should be 15% for quality service. Tips in excess of 20% will not be paid by the City.
- (4) In cases where a meal qualifies for Per Diem reimbursement under I.D.3.a., above but also qualifies as part of a Business Meal expense in this section, the meal will be reimbursed as a Business Meal to the employee, mayor or council member that paid for the meal. No Per Diem reimbursement will be allowed.

4. Telephone and Internet

- a. Due to the availability of cell phones, the City will not reimburse phone calls made on the hotel phone.

- b. Internet connection fees incurred for legitimate City business purposes will be reimbursed.

5. Other Travel Issues

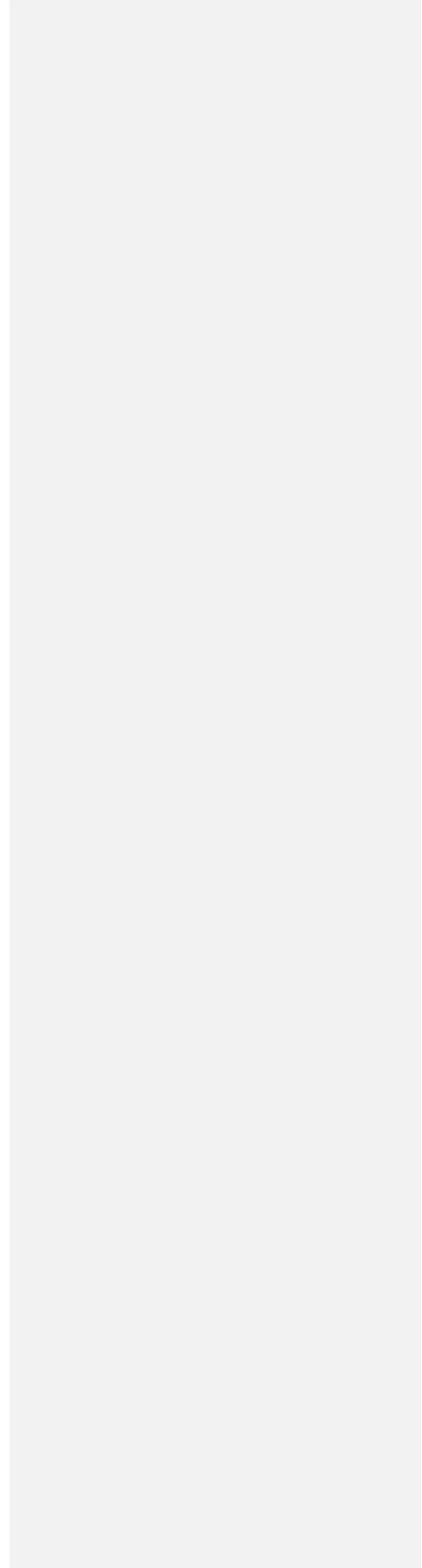
- a. The City will not pay for social or recreational conference functions that are separately ticketed events outside the base conference or seminar registration fee.
- b. The City will not pay for dry cleaning, laundry, in-room drink and snack bar, vending machine items, magazines, health clubs, spas, pay television, or other such Travel Expenses deemed to be non-essential to the purpose of the trip.
- c. Spousal and family expenses associated with any City approved travel are not eligible for reimbursement.

6. Reimbursement Requirements

- a. Reporting for all Travel Expenses shall be submitted to the City Secretary's office within ten (10) working days of their return from the trip.
- b. Reimbursement for Travel Expenses and other business expenses will only occur upon completion of the trip. All allowable Travel Expenses, including prepaid expenses (i.e., payments made directly to airlines, conference registrations, etc.), and credit card charges shall be reported on the expense report.
- c. The expense report form along with other reimbursement forms are available under S:\City of Lewisville\AP & Purchasing Forms\Expense Form.
- d. Each person traveling shall fill out an expense report.
- e. Receipts and other supporting documentation shall be attached to the expense report.
- f. Substantiation of travel for conferences or training shall be included with the expense report. This can be in the form of a brochure, schedule or itinerary.
- g. An internet mileage printout (such as MapQuest or Google Maps) attached to the expense report is recommended for supporting documentation for mileage reimbursement.

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.



Effective Date: 01/26/15

Approval: _____

**CITY OF LEWISVILLE
POLICY STATEMENTS**

TOPIC: 1.0 – ADMINISTRATION
REFERENCE: SECTION I – CITY COUNCIL TRAVEL AND BUSINESS EXPENSES

I. CITY COUNCIL TRAVEL AND BUSINESS EXPENSES

A. Purpose

The purpose of this policy is to establish a consistent process for the accounting and reimbursement of City Council and appointed board member travel and business expenses, and compliance with the regulations of the Internal Revenue Code.

B. Definitions

1. Accountable Plan – An allowance or reimbursement policy where amounts are non-taxable to the recipient if the following requirements are met:

- a. There must be a Business Connection to the expenditure;
- b. There must be Adequate Accounting by the recipient within a reasonable period of time; and
- c. Excess reimbursements must be returned within a reasonable period of time.

Payments made under an allowance or reimbursement program that does not meet all three requirements for an Accountable Plan are taxable wages when paid or when constructively received by the mayor or council member.

2. Adequate Accounting – Verification of the date, time, place, amount and Business Purpose of expenses. Itemized Receipts are required unless the reimbursement is made under Per Diem.

3. Business Meal – A non-routine meal that includes more than one person; has a clear, necessary business reason for incurring the expense; and is substantiated with an Itemized Receipt. It must also meet the Directly-Related or Associated Test.
4. Business Purpose or Connection – A deductible business expense incurred in connection with services performed as a mayor or council member. If not reimbursed by the City, the expense would be deductible by the mayor or council member on their 1040 income tax return as a business expense.
5. Day Meals – “On Your Own” meals incurred without an Overnight Stay. These meals are taxable as wages per the IRS.
6. Incidental Expenses – Fees and tips given to porters, baggage carriers, bellhops, and hotel maids. Also, tips given on meals, taxi and shuttle services. Incidentals, along with meals, are included in the M&IE (Meals and Incidental Expenses) Per Diem rate.
7. IRS – Internal Revenue Service
8. IRS Standard Mileage Rate – IRS published reimbursement rate for mileage when a mayor or council member uses their personal vehicle for business travel. The rate can be found at www.irs.gov.
9. Itemized Receipt – A receipt that lists the specific line items and amounts purchased. The receipt is provided by the merchant and also includes information identifying the business, time of purchase and other information related to the transaction. A credit card receipt is never an itemized receipt.
10. Overnight Stay – Travel long enough to require substantial sleep or rest. A longer than normal work day does not meet the IRS definition.
11. Per Diem – An allowance per day to pay for meal and incidental expenses (M&IE) and lodging expenses while traveling on business. Federal per diem rates are located under www.gsa.gov/perdiem.
12. Tax Home – The general vicinity or principal place of business (City Hall). It includes the entire metropolitan area for IRS purposes. For Lewisville, the metropolitan area is Dallas, Denton, Collin and Tarrant counties.
13. Travel Expenses – Qualifying expenses incurred during travel on business away from the Tax Home.
 - a. Travel must be temporary, and

- b. Substantially longer than an ordinary day’s work, requiring an Overnight Stay or substantial sleep or rest.

C. General Allowances

1. City Council and Board Member Travel

- a. The City will pay certain expenses for travel required to conduct City business for the mayor, council members and appointed board members.
- b. Any out-of-state travel request by a mayor or council member needs to be approved on a case-by-case basis by the City Council prior to the trip. Once approved, no formal action is required for future said trip.
- c. The mayor and council members shall avoid changing of travel plans that result in increased costs to the City.
- d. Appointed board members will be subject to same guidelines within this policy as the mayor and council members unless otherwise noted.

2. Entertainment and Alcohol

The City will not reimburse for entertainment or alcohol.

3. Liability Coverage

- a. The mayor and council members traveling on City business will be covered by insurance to the same extent they are covered during periods when they are discharging their prescribed duties.
- b. Additional insurance coverage for rental cars is not required under the City’s insurance coverage and will not be reimbursed.

4. Receipts and Documentation

Reimbursements for travel and business expenses will only be made under an Accountable Plan. The City will not reimburse for expenses incurred outside of an Accountable Plan. Itemized Receipts are required unless the reimbursement is for Per Diem meals or lodging.

D. Policy

1. Transportation

a. Commercial Airlines

- (1) The City will pay for economy round trip airfare. The mayor and council members may choose to travel first-class, but the City will only pay economy fares.
- (2) The City will pay for one (1) personal checked bag, each way, per trip.

b. Ground Transportation

- (1) The City will pay for rental car, taxi, bus, and similar ground transportation fares for required transportation.
- (2) Direct expenses, such as gasoline and tolls, associated with the use of rental cars will be paid.
- (3) Appropriate receipts are required for these expenditures.

c. Personal Vehicles

- (1) The mayor and council members may use their personal vehicles for out-of-town travel. If the destination is less than 500 miles from their Tax Home, the mayor and council members will be reimbursed actual mileage to and from the destination multiplied by the current IRS Standard Mileage Rate. If the mayor or council member chooses to drive to a destination that is more than 500 miles from their Tax Home, the City will reimburse the lesser of:
 - (a) The cost of a 21 day advance round trip airfare for each official traveling to the destination on City business in the vehicle. The comparison airfare should be economy or lowest fare available unless extenuating circumstances can be documented,
OR
 - (b) Actual mileage to and from the destination at the current IRS Standard Mileage Rate.
- (2) When the destination is more than 500 miles from the point of departure, the City will not reimburse for expenses (such as lodging and meals) in transit.

- (3) The City will pay for any required City business related mileage while at the destination.
- (4) The City will not reimburse for toll fees when using personal vehicles. The City considers these fees compensated by approving the use of the IRS Standard Mileage Rate.

d. Parking

The City will reimburse, with appropriate receipts, parking required while the mayor or council member is conducting City business.

e. Non-Receipt Transportation Expense

The IRS does allow reimbursement for transportation expenses for which a receipt is not readily available (i.e. parking meters). The City will pay for this occasional expense.

2. Hotels/Motels

a. The City will reimburse hotel or motel expenses under the Per Diem allowance method. The mayor and council members are deemed to have substantiated the amount of the expenses up to the federal Per Diem rate.

- (1) Expense Reports will note these Per Diem amounts for reimbursement without actual receipts.
- (2) Rates vary based on destination and are established by the U. S. General Services Administration. These rates are reviewed annually and updated each October 1. These rates can be obtained by going to www.gsa.gov/perdiem.
- (3) The rates do not include taxes. An amount equal to 20% of the Per Diem room rate will be added on the expense report for taxes incurred.
- (4) The mayor and council members are only eligible for Per Diem if they actually paid for overnight accommodations.
- (5) Per Diem should be reduced in those cases where the federal rate would be an excess reimbursement.

- b. An exception to the Per Diem method is for hotel or motel rates expressly associated with a conference or meeting sponsored by a third party.
 - (1) These rate(s) are stated in the conference, or meeting sponsored by a third party, literature or notices and may apply to non-designated hotels or motels if designated accommodations are not available.
 - (2) The City will pay actual expenses with appropriate receipts.
 - (3) The City will pay or reimburse expenses for hotels or motels only. No other types of lodging will be reimbursed.
- c. The payment or reimbursement for hotels or motels will be for the actual number of days of the conference or meeting sponsored by a third party, plus reasonable allowance for travel time.
- d. Overnight accommodations are not reimbursable within the Tax Home area, except for City Council retreats and special workshops.
- e. The mayor and council members are encouraged to make travel plans in advance as conference hotels fill to capacity and other hotels may exceed the Per Diem conference or meeting sponsored by a third party rate that will be reimbursed.
- f. Extraordinary circumstances requiring reimbursement for a hotel or motel expense beyond Per Diem and conference or meeting sponsored by a third party rate will need written documentation submitted to the City Secretary's office before additional reimbursement.

3. Meals and Incidental Expenses (M&IE)

Reimbursement of M&IE is dependent on whether there is a valid Business Purpose and whether the expenses are substantiated with Adequate Accounting. The City will only reimburse for M&IE when both conditions have been satisfied. The IRS makes three clear, distinct categories surrounding meal reimbursements that are detailed below.

a. Individual Meals While Traveling Overnight

- (1) The City will reimburse these M&IE under the Per Diem allowance method. The mayor and council members are deemed to have substantiated the amount of the expenses

up to the federal Per Diem rate. The City will no longer reimburse these individual meals from actual receipts.

- (2) Expense reports will note these Per Diem amounts for reimbursement without actual receipts.
 - (3) Rates vary based on destination and are established by the U. S. General Services Administration. These rates are reviewed annually and updated each October 1. These rates can be obtained by going to www.gsa.gov/perdiem.
 - (4) If traveling to more than one location in one day, rates for the area where the mayor or council member stops for rest and sleep will be used.
 - (5) Per the IRS, on the first day of travel and on the last day of travel, the M&IE rate must be prorated. This prorated amount is stated on the above referenced website.
 - (6) If a meal cost is included in a registration fee for an event, the Per Diem will be reduced except on prorated Per Diem days. From the website above, select “Meals and Incidental Expense Breakdown” to obtain this reduction amount to the M&IE rate. Likewise, if the mayor or council member’s meal is paid for under I.D.3.c., the Per Diem is to be reduced.
 - (7) Per Diem should be reduced in those cases where the federal rate would be an excess reimbursement.
- b. Individual Meals Away From Home But Not Overnight (Day Meals)
- (1) The City will not reimburse for these meals since they are taxable as wages.
 - (2) The City will reimburse for meal expenses that are part of attending meetings if related to City business and the meal is included in the cost of the program. The IRS gives examples such as chamber of commerce, business leagues, and trade or professional associations.
- c. Business Meals
- (1) Meals that meet the definition of Business Meals under I.B.3. must also meet one of the following tests:

(a) Directly-Related Test – the meal must satisfy all of the following:

- i. The main purpose of the combined business and meal is the active conduct of business;
- ii. Business is actually conducted during the meal period; and
- iii. There is more than a general expectation of deriving income, lowering expenses or some other specific City benefit at some future time.

OR

(b) Associated Test – the meal must satisfy all of the following:

- i. Associated with the active conduct of the City’s business; and
- ii. Directly before or after a substantial business discussion.

(2) Receipts for Business Meals that meet one of the above tests shall be submitted with accompanying notation of the subject of the meeting and individuals present along with the documentation requirements under I.C.4.

(3) Tips associated with Business Meals should be 15% for quality service. Tips in excess of 20% will not be paid by the City.

(4) In cases where a meal qualifies for Per Diem reimbursement under I.D.3.a., above but also qualifies as part of a Business Meal expense in this section, the meal will be reimbursed as a Business Meal to the employee, mayor or council member that paid for the meal. No Per Diem reimbursement will be allowed.

4. Telephone and Internet

- a. Due to the availability of cell phones, the City will not reimburse phone calls made on the hotel phone.

- b. Internet connection fees incurred for legitimate City business purposes will be reimbursed.

5. Other Travel Issues

- a. The City will not pay for social or recreational conference functions that are separately ticketed events outside the base conference or seminar registration fee.
- b. The City will not pay for dry cleaning, laundry, in-room drink and snack bar, vending machine items, magazines, health clubs, spas, pay television, or other such Travel Expenses deemed to be non-essential to the purpose of the trip.
- c. Spousal and family expenses associated with any City approved travel are not eligible for reimbursement.

6. Reimbursement Requirements

- a. Reporting for all Travel Expenses shall be submitted to the City Secretary's office within ten (10) working days of their return from the trip.
- b. Reimbursement for Travel Expenses and other business expenses will only occur upon completion of the trip. All allowable Travel Expenses, including prepaid expenses (i.e., payments made directly to airlines, conference registrations, etc.), and credit card charges shall be reported on the expense report.
- c. The expense report form along with other reimbursement forms are available under S:\City of Lewisville\AP & Purchasing Forms\Expense Form.
- d. Each person traveling shall fill out an expense report.
- e. Receipts and other supporting documentation shall be attached to the expense report.
- f. Substantiation of travel for conferences or training shall be included with the expense report. This can be in the form of a brochure, schedule or itinerary.
- g. An internet mileage printout (such as MapQuest or Google Maps) attached to the expense report is recommended for supporting documentation for mileage reimbursement.

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.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: January 13, 2015

SUBJECT: Approval of the Annual Arbitrage Rebate Reports From First Southwest Company Showing no Arbitrage Liability; Approval of a Supplemental Appropriation in the Amount of \$5,040 From the Utility Capital Projects Bond Funds Unappropriated Cash Balances; Approval of a Supplemental Appropriation in the Amount of \$3,780 From the General Capital Projects Bond Funds Unappropriated Cash Balances; and Approval of a Supplemental Appropriation in the Amount of \$420 From the TIRZ 1 (Old Town) General Capital Projects Fund Unappropriated Cash Balance.

BACKGROUND

First Southwest Company has completed the annual calculation of the arbitrage liability for each of the City's general obligation and revenue bond issues subject to rebate for the period ending September 30, 2014. The calculations were performed under the Arbitrage Rebate Agreement between the City of Lewisville and First Southwest Company.

Arbitrage rebate rules require that all interest earnings from the investment of the gross proceeds of a bond issue in excess of the amount that could have been earned if the yield on the investment had been equal to the yield on the bonds be remitted to the Federal government every five years from the date of the issue until the final maturity date. Arbitrage calculation is a very specialized function that requires ongoing knowledge of the U.S. tax code regulations. The tax code regulation pertaining to arbitrage is constantly being modified in some respect, requiring an understanding of the rules that apply on the delivery date of each bond issue to insure compliance with the arbitrage calculation requirement. Failure to comply with requirements could result in the loss of a bond issue's tax exemption. First Southwest Company provides arbitrage compliance services to over 475 clients across 23 states, comprising more than 2,800 bond issues with an aggregate par value of approximately \$160 billion.

ANALYSIS

The report indicates no arbitrage liability for all bond issues as of September 30, 2014, meaning that earnings on investments have been less than the bond yield. Arbitrage regulations, except for rare instances, require that each issue's arbitrage calculation be considered on its own and not as an overall total netting negative and positive arbitrage to arrive at the liability amount.

Appropriations from available bond and other fund cash balances are required to pay the arbitrage compliance calculation fees. Arbitrage liabilities are recalculated every year and on bond issues' five-year anniversaries and final maturity dates. Payment of the liabilities will only be required if the issues have a positive liability on a five-year anniversary or final maturity dates.

Supplemental appropriations required for calculation fees this fiscal year are as follows:

Supplemental Appropriation Recap	
Project #Y1501.fund	
390.10.470.5100	\$ 420
360.01.100.5100	3,780
460.09.110.5100	5,040
	<hr/>
	\$ 9,240

RECOMMENDATION

It is City staff's recommendation that the City Council approve the Annual Arbitrage Rebate Reports from First Southwest Company and the supplemental appropriations as set forth in the caption above.

City of Lewisville, Texas
Summary of Rebatable Arbitrage and Yield Restriction
Fiscal Year Ended September 30, 2014

(Issues delivered prior to May 25, 2005, which are not presented herein, no longer require calculations)

Final Numbers *

Delivery Date	Par Amount	Issue Description	Bond Yield	Rebatable Arbitrage/Yield Restriction	Rebatable Arbitrage/Yield Restriction	Upcoming IRS Dates**	
				9/30/2013	9/30/2014	Next IRS Calculation Date	Next IRS Payment Date
5/25/2005	11,475,000	WW&SS Rev Rfdg & Imprv Bonds, Series 2005	3.841249%	(247,595.10)	(294,702.96)	5/25/2015	7/24/2015
5/25/2005	14,445,000	GO Refunding & Imprv Bonds, Series 2005	3.817672%	(103,181.55)	(112,313.98)	5/25/2015	7/24/2015
6/14/2006	6,805,000	General Obligation Bonds, Series 2006	4.406256%	(259,767.73)	(276,810.55)	6/14/2016	8/15/2016
6/14/2006	4,000,000	WW&SS Revenue Bonds, Series 2006	4.509184%	(157,307.12)	(180,303.04)	6/14/2016	8/15/2016
6/20/2007	18,725,000 18,180,000 <u>8,040,000</u> 44,945,000	GO Refunding & Improvement Bonds, Series 2007 and Combination Tax & Revenue CO, Series 2007A and Combination Tax & Revenue CO, Series 2007B <i>(issues combined for tax purposes) Combined Liability:</i>	4.252662%	(2,018,642.66)	(2,341,925.98)	---	---
6/18/2008	10,300,000	WW&SS Revenue Bonds, Series 2008	4.047592%	(1,447,491.44)	(1,659,560.21)	---	---
6/18/2008	8,715,000	General Obligation Bonds, Series 2008	4.072652%	(1,236,381.36)	(1,436,822.85)	---	---
7/1/2009	5,430,000	General Obligation Bonds, Series 2009	3.691942%	(663,441.53)	(759,576.89)	---	---
7/1/2009	11,900,000	WW&SS Revenue Bonds, Series 2009	3.779832%	(1,632,252.01)	(2,007,051.67)	---	---
4/1/2010	9,600,000	General Obligation Refunding Bonds, Series 2010	2.670488%	(163,622.64)	(175,105.33)	4/1/2015	6/1/2015
4/21/2011	1,605,000	General Obligation Refunding Bonds, Series 2011	0.790160%	(4,571.13)	(6,204.67) (1)	---	---

City of Lewisville, Texas
Summary of Rebatale Arbitrage and Yield Restriction
Fiscal Year Ended September 30, 2014

(Issues delivered prior to May 25, 2005, which are not presented herein, no longer require calculations)

Final Numbers *

Delivery Date	Par Amount	Issue Description	Bond Yield	Rebatale Arbitrage/Yield Restriction	Rebatale Arbitrage/Yield Restriction	Upcoming IRS Dates**	
				9/30/2013	9/30/2014	Next IRS Calculation Date	Next IRS Payment Date
4/21/2011	13,465,000	WW&SS Revenue Rfdg & Imprv Bonds, Series 2011	3.018784%	(737,007.56)	(1,045,480.03)	4/21/2016	6/20/2016
6/14/2012	25,750,000	General Obligation Rfdg & Imprv Bonds, Series 2012	2.199887%	(705,169.49)	(1,041,637.96)	---	---
6/14/2012	5,925,000	WW&SS Revenue Rfdg & Imprv Bonds, Series 2012	2.263274%	(173,723.78)	(255,259.56)	---	---
6/19/2013	12,455,000	General Obligation Bonds, Series 2013	2.242857%	(66,674.13)	(314,117.50)	---	---
6/19/2013	5,205,000	WW&SS Revenue Bonds, Series 2013	2.333087%	(31,476.71)	(155,452.62)	---	---
Total Cumulative Liability				<u>\$0.00</u>	<u>\$0.00</u>		

(1) Represents liability at the final maturity calculation date of February 15, 2014. Report previously issued.

*Unless otherwise noted, all liabilities represent annual estimations of the rebate and yield restriction amounts as of your current fiscal year end.

**Next IRS Payment Date represents potential payments that are upcoming in the next two years from the current fiscal year end. Actual IRS Calculation Dates and Payment Dates may be accelerated as a result of refundings/defeasances occurring after the date of this summary.



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

TO: Mayor Dean Ueckert
Mayor Pro Tem Leroy Vaughn
Deputy Mayor Pro Tem TJ Gilmore
Councilman R Neil Ferguson
Councilman Greg Tierney
Councilman Rudy Durham

FROM: Julie Heinze, City Secretary

DATE: January 14, 2015

SUBJECT: **Approval of a Resolution Calling the May 9, 2015 Lewisville City Council General Election; Authorization of an Election Calendar; and Authorization for the Mayor to Sign the Election Order.**

BACKGROUND

An election calendar has been prepared for the May 9, 2015, City Council election, which will include the Mayor and Place No. 2 on the ballot. State law requires that canvassing of the election be held between the 3rd and 11th day following an election. City staff recommends conducting the canvassing at the City Council meeting scheduled for May 18, 2015. City staff will be meeting with both Denton and Dallas Counties in the coming weeks and an item authorizing contracts for election services with both entities will be brought back for City Council consideration. These contracts will address polling locations for both early voting and Election Day

RECOMMENDATION

It is City staff's recommendation that the City Council approve the proposed resolution and election calendar as set forth in the caption above.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 9, 2015 FOR THE PURPOSE OF ELECTING TWO (2) MEMBERS OF THE CITY COUNCIL (MAYOR AND PLACE NO. 2) TO HOLD OFFICE FOR A PERIOD OF THREE YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general election for the City of Lewisville, as set forth by the Texas Election Code, is required to be held on May 9, 2015 for the purpose of electing two (2) City Council Members to fill the following expiring terms on the Lewisville City Council: Mayor and Place No. 2; each such term being for a period of three (3) years,

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Denton County, Texas;

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 above preamble of this Resolution are hereby incorporated herein for all purposes.

SECTION 2. A general municipal election is hereby ordered to be held on the 9th day of May, 2015 for the purpose of electing Council Members to Mayor and Place No. 2 by the qualified voters of the City of Lewisville.

SECTION 3. The election will be conducted jointly with other political subdivisions in Denton and Dallas Counties on May 9, 2015, pursuant to Sections 31 and 271, Texas Election Code.

SECTION 4. The manner of conducting the election must be in accordance with this Resolution, the Charter of the City and the laws of the State of Texas applicable to the holding of a general election.

SECTION 5. The election will be conducted jointly with other political subdivisions in both Denton and Dallas Counties on May 9, 2015, pursuant to Texas Election Code.

SECTION 6. The respective City election precincts (the “Election Precincts”) for the election shall consist of the territory within those Denton County election precincts and Dallas County election precincts which are located within the corporate limits of the City. The polling places and county election precincts whose qualified voters shall cast ballots at such location in the City of Lewisville, 2015 General Election, shall be determined per the Joint Election Agreement and Contract for Election Services with both the Denton County Elections Administrator and the Dallas County Elections Administrator.

Election polls shall be open from 7 a.m. until 7 p.m.

SECTION 7. Early voting by personal appearance for all Denton County residents will be held jointly with other Denton County public entities at Denton County’s Main Early Voting Site located at the Denton County Administration Building, 701 Kimberly Drive, Denton, Texas beginning on April 27th and continuing through May 5, 2015 at dates and times as determined per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.

In addition, all qualified and registered voters may vote by early appearance at the Lewisville Municipal Annex, 1197 West Main Street, Lewisville at dates and times as

determined per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.

SECTION 8. Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting locations identified per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.

SECTION 9. Early voting by personal appearance for all Dallas County residents will be held jointly with other Dallas County public entities at Dallas County's Main Early Voting Site located at the Dallas County Records Building, 509 Main Street, Dallas, Texas beginning on April 27th and continuing through May 5, 2015 at dates and times as determined per the Joint Election Agreement and Contract for Election Services with the Dallas County Elections Administrator.

In addition, all qualified and registered voters may vote by early appearance at the Coppell Town Center, 255 Parkway Blvd., Coppell, Texas at dates and times as determined per the Joint Election Agreement and Contract for Election Services with the Dallas County Elections Administrator.

SECTION 10. Any eligible Dallas County Registered Voter may cast their vote at any of the additional early voting locations identified per the Joint Election Agreement and Contract for Election Services with the Dallas County Elections Administrator.

SECTION 11. For the portion of the election where Denton County precincts are located within Denton County, Lannie Noble, Denton County Election Administrator shall be appointed to serve as the Early Voting Clerk and his permanent county employees are appointed as deputy

early voting clerks. For the portion of the election where Dallas County precincts are located within Dallas County, Toni Pippins-Poole, Dallas County Election Administrator shall be appointed to serve as the Early Voting Clerk and her permanent county employees are appointed as deputy early voting clerks.

Denton County Registered Voters - Applications for ballot by mail shall be mailed to:

Lannie Noble, Early Voting Clerk
Denton County Elections Administrator
Denton County Elections Administration Building
701 Kimberly Drive
Denton, TX 76208

Dallas County Registered Voters - Applications for ballot by mail shall be mailed to:

Toni Pippins-Poole, Early Voting Clerk
Dallas County Elections Administrator
Elections Department – 8th Floor
Health and Human Services Building
2377 N. Stemmons Frwy
Dallas TX 75207

Applications for ballots by mail must be received no later than the close of business on Friday, April 24, 2015.

SECTION 12. The election shall be conducted pursuant to the election laws of the State of Texas.

SECTION 13. Should a runoff election be required following the canvass of the May 9, 2015 election, the Council hereby orders that a runoff election be held on Saturday, June 20, 2015, or as determine by the Joint Election Agreement and Contract for Election Services with both the Denton County Elections Administrator and the Dallas County Elections Administrator.

The polling places for both Election Day and Early Voting for the runoff election shall be determined at the time a runoff election is called by the City Council.

SECTION 14. This resolution shall be construed with any action of the Denton County Commissioners Court and the Dallas County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 15. The City Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 16. That this resolution shall be effective immediately upon adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 26th DAY OF JANUARY, 2015.

APPROVED:

Dean Ueckert, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

**GENERAL ELECTION
CITY COUNCIL (MAYOR & PLACE 2)
MAY 9, 2015**

- January 28** First day for filing application for place on ballot.
- January 28** First day a write-in candidate may file declaration.
- February 27** Last day for filing application for place on ballot/Last day for write-in candidate to declare candidacy. (Must be received by 5:00 p.m.)
- March 3** Last day for a write-in candidate to withdraw.
- March 4** Last day for a candidate to withdraw (Must be received by midnight)
- March 2** Drawing for order of names on the ballot (8:30 a.m. - City Council Conference Room).
- March 11** First day to accept applications for early mail ballot.
- April 9** File first report of campaign contributions and expenditures.
(Must be received by 5:00 p.m.)
- April 9** Last day for submitting voter registration application in time to vote in May 12th election.
- April 24** Last day to receive application in person for a ballot to be voted by mail
(Must be received by 5:00 p.m.).
- April 27** First day for early voting by personal appearance.
- April 30** Last day to receive application by mail for a ballot to be voted by mail
(Must be received by 5:00 p.m.).
- May 1** File second report of campaign contributions and expenditures.
(Must be received by 5:00 p.m.)
- May 5** Last day of regular early voting by personal appearance.
- MAY 9** **ELECTION DAY** (7:00 a.m. - 7:00 p.m.)
- May 18** City Council Meeting to Canvass the Returns of Election; Issue Certificates of Election; Administer Oaths of Office.
- JUNE 20** **POSSIBLE DATE FOR RUNOFF ELECTION (IF NECESSARY)**
- June 29** Called-Special City Council Meeting to Canvass the Returns of Runoff Election; Issue Certificates of Election; Administer Oaths of Office.
- July 15** Filing Semi-Annual Report of Contributions and Expenditures for Candidates and Officeholders. (Must be received by 5:00 p.m.)

ORDER OF ELECTION

An election is hereby ordered to be held on Saturday, May 9, 2015, for the purpose of: Electing the following officers for the City of Lewisville:

Mayor (Term 3-Years)
Councilman - Place No. 2 (Term 3-Years)

DENTON COUNTY REGISTERED VOTERS ONLY

Early voting by personal appearance shall be conducted jointly with other Denton County public entities in the Denton County Administration Building, 701 Kimberly Drive, Denton, Texas, which is hereby designated as the Main Early Voting location beginning on April 27th and continuing through May 5, 2015 at dates and times to be determined per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator. (Dates and times to be attached as soon as available.)

In addition, all Denton County qualified and registered voters may vote by early appearance at the Lewisville Municipal Annex, 1197 West Main Street, Lewisville, Texas beginning on April 27th and continuing through May 5, 2015 at dates and times to be determined per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator. (Dates and times to be attached as soon as available.) Additional early voting locations will be determined per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.

Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting within Denton County polling locations.

Applications for ballot by mail shall be mailed to: Lannie Noble, Early Voting Clerk
Denton County Elections Administrator
Denton County Elections Administration Building
701 Kimberly Drive
Denton, Texas 76208

DALLAS COUNTY REGISTERED VOTERS ONLY

Early voting by personal appearance shall be conducted jointly with other Dallas County public entities in the Dallas County Records Building, 509 Main Street, Dallas, Texas, which is hereby designated as the Main Early Voting location beginning on April 27th and continuing through May 5, 2015 at dates and times to be determined per the Joint Election Agreement and Contract for Election Services with the Dallas County Elections Administrator. (Dates and times to be attached as soon as available.)

In addition, all Dallas County qualified and registered voters may vote by early appearance at the Coppell Town Center, 255 Parkway Blvd., Coppell, Texas beginning on April 27th and continuing through May 5, 2015 at dates and times to be determined per the Joint Election Agreement and Contract for Election Services with the Dallas County Elections Administrator. (Dates and times to be attached as soon as available.) Additional early voting locations will be determined per the Joint Election Agreement and Contract for Election Services with the Dallas County Elections Administrator.

Any eligible Dallas County Registered Voter may cast their vote at any of the additional Dallas County early voting locations.

Applications for ballot by mail shall be mailed to: Toni Pippins-Poole, Early Voting Clerk
Dallas County Elections Administrator
Elections Department – 8th Floor
Health and Human Services Building
2377 N. Stemmons Frwy
Dallas TX 75207

DENTON AND DALLAS COUNTY REGISTERED VOTERS

Applications for ballots by mail must be received no later than the close of business on Friday, April 24, 2015.

The polling places and the county election precincts where qualified voters shall cast their ballots on Election Day from 7 a.m. until 7 p.m. will be determined per the Joint Election Agreement and Contract for Election Services with both the Denton County Elections Administrator and the Dallas County Elections Administrator and will be posted at each City of Lewisville Voting Location.

Issued this the 26th day of January, 2015.

Dean Ueckert, Mayor

ORDEN DE ELECCIÓN

Una elección la presente se ordena que se celebrará el Sábado, 09 de mayo 2015 , con el propósito de : Elegir a los siguientes funcionarios de la Ciudad de Lewisville :

Alcalde (Plazo de 3 años)
Concejal - Lugar No. 2 (Plazo de 3 años)

VOTANTES DEL CONDADO DE DENTON REGISTRADOS

La votación anticipada en persona será conducida conjuntamente con otras entidades públicas del Condado de Denton en el Edificio de Administración del Condado de Denton, 701 Kimberly Drive, Denton, Texas, al que se designa como el lugar principal de votación anticipada que comienza el 27 de abril y hasta el 05 de mayo, 2015 en fechas y horas que se determinen por el Convenio de Elecciones Conjuntas y Contrato de Servicios de Elecciones con el Administrador de Elecciones del Condado de Denton. (Las fechas y horas que se adjunta en cuanto esté disponible.)

Además, todos los votantes calificados y registrados del Condado de Denton pueden votar por la temprana aparición en el Anexo Municipal Lewisville, 1197 West Main Street, Lewisville, Texas comenzando el 27 de abril y hasta el 05 de mayo 2015 en fechas y horas que se determine por la elección conjunta Acuerdo y Contrato de Servicios de Elecciones con el Administrador de Elecciones del Condado de Denton. (Las fechas y horas que se adjunta en cuanto esté disponible.) Lugares de votación temprana adicionales serán determinadas por el Convenio de Elecciones Conjuntas y Contrato de Servicios de Elecciones con el Administrador de Elecciones del Condado de Denton.

Cualquier elegibles del Condado de Denton votante registrado puede emitir su voto en cualquiera de la votación anticipada adicional dentro de los lugares de votación del condado de Denton.

Las solicitudes para votar por correo deberán enviarse a:

Lannie Noble, Early Voting Clerk
Denton County Elections Administrator
Denton County Elections Administration Building
701 Kimberly Drive
Denton, Texas 76208

VOTANTES CONDADO DE DALLAS REGISTRADOS

La votación anticipada en persona será conducida conjuntamente con otras entidades públicas del Condado de Dallas en el edificio de registros del Condado Dallas, 509 Main Street, Dallas, Texas, al que se designa como el lugar principal de votación anticipada que comienza el 27 de abril y hasta el 05 de mayo, 2015 en fechas y horas que se determinen por el Convenio de Elecciones Conjuntas y Contrato de Servicios de Elecciones con el Administrador de Elecciones del Condado de Dallas. (Las fechas y horas que se adjunta en cuanto esté disponible.)

Además, todos los votantes calificados y registrados del condado de Dallas podrán votar por la temprana aparición en Coppell Town Center, 255 Parkway Blvd., Coppell, Texas comenzando el 27 de abril y hasta el 05 de mayo 2015 en fechas y horas que se determine por la elección conjunta Acuerdo y Contrato de Servicios de Elecciones con el Administrador de Elecciones del Condado de Dallas. (Las fechas y horas que se adjunta en cuanto esté disponible.) Lugares de votación temprana adicionales serán determinadas por el Convenio de Elecciones Conjuntas y Contrato de Servicios de Elecciones con el Administrador de Elecciones del Condado de Dallas.

Cualquier elegibles del Condado de Dallas votante registrado puede emitir su voto en cualquiera de la votación anticipada adicional dentro de los lugares de votación del condado de Dallas.

Las solicitudes para votar por correo deberán enviarse a:

Toni Pippins-Poole, Early Voting Clerk
Dallas County Elections Administrator
Elections Department – 8th Floor
Health and Human Services Building
2377 N. Stemmons Frwy
Dallas TX 75207

VOTANTES REGISTRADOS DEL CONDADO DE DENTON Y DALLAS

Las solicitudes de boletas por correo deberán recibirse a más tardar el cierre del negocio el Viernes, 24 de abril 2015.

Los lugares de votación y los precintos electorales del condado donde los votantes calificados deberán emitir su voto en la jornada electoral desde las 7 am hasta las 7 pm será determinado por el Convenio de Elecciones Conjuntas y Contrato de Servicios de Elecciones tanto con el Administrador de Elecciones del Condado de Denton y el Administrador de Elecciones del Condado de Dallas y será publicado en cada ciudad de Lewisville Votar Ubicación.

Emitida este día 26 de enero de 2015.

Dean Ueckert, Alcalde

MEMORANDUM

TO: Donna Barron, City Manager

FROM: James Kunke, Community Relations & Tourism Director

DATE: January 26, 2015

SUBJECT: **Approval of a Resolution Adopting the City's Legislative Agenda for the 2015 Texas Legislature; and Authorizing the Mayor and City Manager to Communicate the City's Adopted Legislative Priorities.**

BACKGROUND

The 84th Texas Legislature convened in January and is expected to consider legislation on a wide range of issues with a direct impact on municipal government in general and on Lewisville in particular. Topics already appearing in pre-filed legislation include revenue caps, revised election procedures, law enforcement changes, and other mandates or restrictions that could be set by the state.

City Council typically adopts a Legislative Agenda that sets the city's priorities and key issues for each session. In preparation for the 2013 session, Council also granted authority for the mayor or city manager to sign letters and other documents to communicate the city's legislative priorities. This approach allowed faster response to emerging issues.

Staff has reviewed the city's 2013 Legislative packet, the latest materials from Texas Municipal League (TML), input from statewide professional organizations, and requests from councilmembers to prepare a general list of legislative priorities organized by topic. There also are two areas where staff recommends specific legislation be filed on the city's behalf.

ANALYSIS

During past Legislative sessions, the city's role has largely been to voice opposition to proposed legislation that would cause direct harm to the City or would interfere with the city's ability to provide quality services to its residents. That is likely to be true again this year. TML usually leads this opposition on major statewide issues and asks member cities to participate by letter or other show of support.

There are two specific pieces of legislation that staff recommends the city actively pursue during the 2015 session. Both are described in greater detail in the attached 2015 Legislative Agenda.

The first would require Texas Commission on Environmental Quality (TCEQ) to review input from local governments when considering a landfill permit request, and would give TCEQ authorization to consider that input as part of its decision-making process. Two versions of this bill have been filed by State Rep. Ron Simmons.

Subject: 2015 Legislative Agenda
January 26, 2015
Page 2

The second would extend a voter-approved sales tax district to the city's extraterritorial jurisdiction, specifically the Crime Control and Fire Prevention District as it relates to Castle Hills. If passed and signed into law, this measure would allow Lewisville to collect the district's quarter-cent sales tax in Castle Hills and use it to expand public safety services in that area. Legislation is being drafted at this time and we hope it will be filed in February.

Other proposed legislative priorities are described in greater detail in the attached document. They are divided into six main categories: Local Authority, Local Revenue, Parks Funding, Public Safety, Transportation, and Water. The common theme to all six categories is our belief that cities are the level of government most connected to, and thus most accountable to, the people they serve; as a result, the state should recognize and preserve local authority and support cities in their mission of providing quality local services to all Texans.

Within each broad Legislative Agenda topic, there is a list giving the city's position on multiple sub-topics, some of them very specific to legislation filed in past sessions or pre-filed this session. Because the legislative priorities are represented by six main topics, there is flexibility to allow emerging legislative issues to be addressed through one or more of those topics.

The city has retained former state legislator Burt Solomons to represent Lewisville's interests in Austin during the 2015 legislative session. He already has helped with items related to Camelot Landfill, among other concerns, and we expect to make frequent use of his knowledge and expertise. He has reviewed the proposed 2015 Legislative Agenda being presented here.

Council and staff will participate in Denton County Days on Feb. 23-24. Meetings are being scheduled with our local representatives and other key legislators so councilmembers can directly communicate our interests and priorities. The printed 2015 Legislative Agenda will be given to each of those legislators as support material for the city's positions.

City staff or council members also might be needed to provide in-person testimony at legislative hearings during the session. Those visits will be scheduled as needed, or as advised by Mr. Solomons.

RECOMMENDATION

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, APPROVING THE CITY'S LEGISLATIVE AGENDA FOR THE 84th TEXAS LEGISLATIVE SESSION, AUTHORIZING CERTAIN PERSONS TO REPRESENT AND COMMUNICATE THE CITY'S LEGISLATIVE INTERESTS, AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN ALL LETTERS, PETITIONS, AND/OR OTHER DOCUMENTS ON BEHALF OF THE CITY TO PROMOTE THE CITY'S LEGISLATIVE AGENDA.

WHEREAS, the 84th Texas Legislature convened in January 2015;

WHEREAS, the Texas Legislature and its administrative agencies will consider many measures and actions that affect the City of Lewisville, Texas; and

WHEREAS, City staff has prepared and recommends approval of the City of Lewisville's 2015 Legislative Agenda attached hereto as Exhibit "A"; and

WHEREAS, the City Council finds that the Legislative priorities are in the best interest of the City and its citizens, should be adopted, and should be forwarded to the Legislature for consideration; and

WHEREAS, the City Council is of the further opinion that the Mayor, the City Manager and/or the City Manager's designee should be authorized and directed to take action with regard to the Legislative Priorities as outlined below.

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

SECTION 1. The City of Lewisville's 2015 Legislative Agenda, attached hereto as Exhibit "A", is hereby adopted and approved as the Legislative Priorities and Agenda for the City of Lewisville.

RESOLUTION NO. _____

SECTION 2. The Mayor, the City Manager, and/or the City Manager’s designee are authorized to communicate the items included in the City’s Legislative Priorities and Agenda to the members of the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members, and other persons or groups that may influence the 83rd Legislative Session.

SECTION 3. For those items designated as “support,” the Mayor, the City Manager and/or the City Manager’s designee are directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. Efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

SECTION 4. For those items designated as “oppose,” the Mayor, City Manager, and/or the City Manager’s designee are directed to attempt to impede the passage of any such legislation.

SECTION 5. The Mayor and the City Manager are specifically authorized to sign any and all letters, petitions, and/or other documents on behalf of the City in order to promote the City’s Legislative Priorities and Agenda.

SECTION 6. When testimony before various committees is needed to support or oppose a bill, the Mayor, the City Council Members, the City Manager, and/or the City Manager’s designee are authorized to testify so long as the testimony is consistent with the approved Legislative Priorities and Agenda and the travel is coordinated through the City Manager’s office.

RESOLUTION NO. _____

SECTION 7. 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 26TH DAY OF JANUARY, 2015.**

APPROVED:

Dean Ueckert, Mayor

ATTEST:

Julie Heinze, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

RESOLUTION NO. _____

Exhibit A

Lewisville, Texas



2015 Legislative Agenda

2015 Legislative Agenda

CONTENTS

Critical Issue – Landfills

Critical Issue – Sales Tax Equity

Topics – Local Authority

Topics – Local Revenue

Topics – Parks Funding

Topics – Public Safety

Topics – Transportation

Topics – Water



Critical Issue

Local input on state permits for landfills

There are three commercial landfills within the boundaries of Lewisville. The city has a working relationship with all three landfill operators on such issues as neighborhood impact, surrounding infrastructure, and environmental concerns.

However, when one of those landfills applies to Texas Commission on Environmental Quality (TCEQ) for a new or revised permit, input from the city is not considered by TCEQ during the review process. Current regulations specifically prohibit TCEQ from considering that input as part of its decision-making process.

We believe that local government is most connected to the people who live within a jurisdiction, and therefore is best equipped to assess and evaluate the needs and concerns of that community.

We further believe that input from the local jurisdiction in which a landfill site is located should be considered by TCEQ as part of its evaluation, and that TCEQ should be authorized to use that local input as a factor in deciding the merit and suitability of that permit application.

Legislative change is required to make this possible. Without that change, the needs and concerns of Texans living in those local jurisdictions will continue to be ignored during the application review process.

Lewisville will seek introduction and passage of legislation to **require that Texas Commission on Environmental Quality consider input from a local government jurisdiction** when a landfill permit application is being considered for a location within that jurisdiction; and to **allow TCEQ to factor that input into its decision-making process.**



Critical Issue

Sales tax equity in municipal ETJs

Lewisville has within its extra territorial jurisdiction a master-planned community called Castle Hills. This development is managed by a Fresh Water Supply District as authorized by Texas law. At some point in the future, this development will be annexed into the corporate boundaries of Lewisville.

The majority of the Castle Hills development is residential with some commercial areas, especially along State Highway 121. Lewisville has a strategic partnership agreement with the Fresh Water Supply District that allows collection of the one-cent municipal sales tax and quarter-cent 4B sales tax within the district.

Lewisville voters have approved a quarter-cent sales tax for a Crime Control and Fire Prevention District. The city provides police and fire services in Castle Hills under the strategic partnership agreement. However, the State Comptroller's Office has notified the city that the Crime Control and Fire Prevention District cannot be collected within Castle Hills.

We believe that local government is most connected to the people who live within a jurisdiction, and therefore is best equipped to assess and evaluate the needs and concerns of that community.

We believe that state regulation should not impede a city's ability to provide basic services, such as police and fire protection, within a city's ETJ nor interfere with a city's ability to fund those services.

We believe that the Crime Control and Fire Prevention District sales tax should be collected within the city's ETJ as a means to pay for public safety services that directly and indirectly impact residents and businesses within the ETJ.

Legislative change is required to make this possible. Without that change, cities will continue struggling with a means for funding public safety services in an ETJ and, in some cases, might have to use taxes paid by current residents to fund services provided to non-residents living in the ETJ.

Lewisville will seek introduction and passage of legislation to treat Crime Control and Fire Prevention District sales taxes on an equal footing with general and 4B sales taxes. This would allow cities to collect a Crime Control and Fire Prevention District within an ETJ if it already is being collected within the city's municipal boundaries.



Local Authority

Cities are the level of government that is closest to the people it serves, and therefore is the level of government best able to identify the needs of a community and appropriate means to address those needs. While state government should be a resource for cities, decision-making authority should be placed at the municipal level whenever reasonable.

Lewisville is committed to:

- Opposing any legislation that would erode local authority over land uses
- Opposing any legislation that would erode or invalidate a city's ability to establish and enforce reasonable business regulations
- Opposing any legislation that would change the current two dates per year on which local elections can be held, unless it is to give cities additional flexibility
- Preserving municipal authority to manage and maintain public rights-of-way, including the right to seek adequate compensation for their use
- Maintaining the ability of municipal government to participate in utility rate cases on behalf of their residents
- Maintaining the ability to set local restrictions on CHL handguns in municipal facilities or municipal property
- Strengthening the ability of cities to regulate placement of pipelines and drilling sites within their municipal boundaries
- Opposing legislation that would expand or mandate meet-and-confer or collective bargaining for any class of municipal employee
- Opposing legislation that would expand civil service law for municipal employees
- Opposing legislation that would further erode local control related to retirement issues for municipal employees
- Revising or eliminating outdated print advertising mandates for cities
- Enacting state regulation to prevent exploitative payday and vehicle title lending



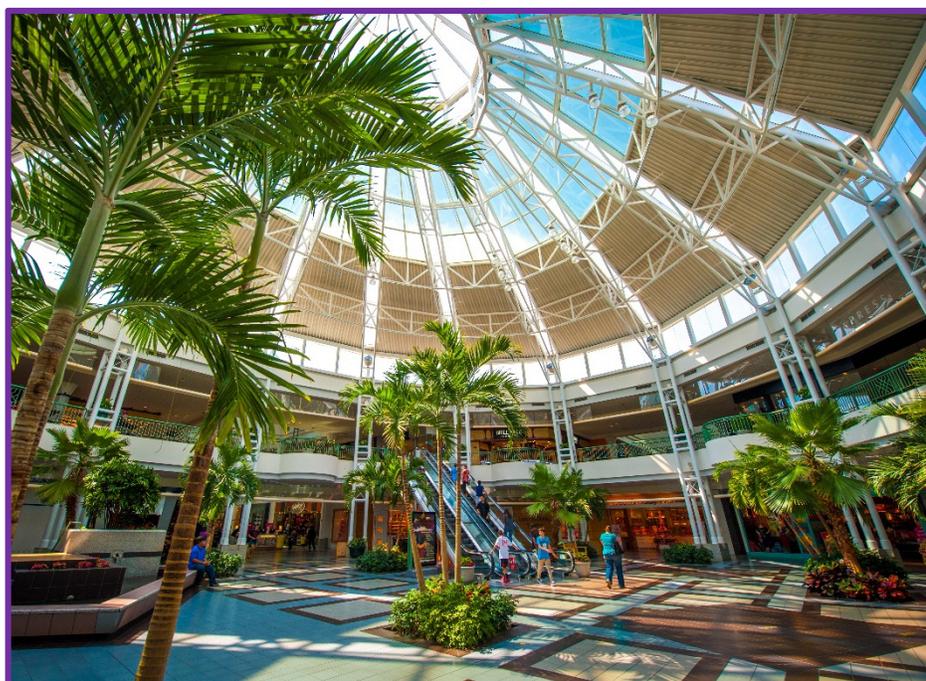
CITY HALL

Local Revenue

Although it is popular to oppose taxes and call for lower taxes, sometimes lowering taxes can come at a high price. Appraisal and revenue caps have been tried in other states, and have failed. Providing quality municipal services to Texans requires the ability to generate adequate revenue to pay for those services.

Lewisville is committed to:

- Opposing any measure that would re-direct existing local revenue to the state
- Opposing any legislation that would increase or expand appraisal caps
- Opposing any legislation that would erode local taxing authority, including measures that would create new obstacles to funding sources or that would restrict the use of existing revenue streams
- Opposing any legislation that would erode the concept of “true market” appraisals
- Opposing any increased state fees, or reallocation of existing fees, on municipal court fines and proceedings, or any legislation that would have the effect of requiring municipal courts to collect revenue for the state
- Opposing any legislation that would permanently eliminate sales tax for online transactions
- Opposing any legislation that would create new sales tax exemption, expand current exemptions, or expand the annual “sales tax holiday”
- Support legislation that would extend certain revenue options into a city’s ETJ, such as transit sales taxes or hotel occupancy tax
- Working for passage of legislation that would extend voter-approved sales tax districts into a city’s ETJ
- Supporting measures that would expand allowable uses of PEG fee revenue



Parks Funding

Public parks are popular recreation options for Texans, but multiple studies also have shown that a well-maintained park system has positive economic impact on a community and on a state. Reduced state funding of parks not only threatens the viability of state parks, it has a direct negative impact on local parks that Texans value and love.

Lewisville is committed to:

- Encouraging the state to adequately fund maintenance and operation of state parks, recreation areas, natural areas and monuments; and ensuring those facilities are widely and readily available to the public
- Expanding state and federal funding to assist with creating, maintaining and operating local parks
- Dedicating sporting goods sales tax revenues for use in state and local parks that would directly benefit parks, recreation, open space, trails and tourism
- Ensuring that parks and recreation agencies are included as eligible partners and beneficiaries in any strategy or guideline aimed at benefitting healthy lifestyles, increasing physical activity, conservation, or preservation
- Restoring full funding to the Local Park Grant Program
- Expanding options for parks, recreation, open space and trails on utility corridors, to include waiving all liability for those purposes to the utilities
- Increasing local access to pass-through federal dollars for parks and related uses



Public Safety



Police, fire and emergency medical care are among the most important services a city provides its residents. Those services often represent the majority of a municipality's budget. State agencies and resources can be valuable, but should not be applied in such a way as to interfere with local efforts.

Lewisville is committed to:

- Enacting a statewide prohibition on texting while operating a motor vehicle
- Providing adequate funding of state law enforcement agencies on public lakes
- Discontinuing the redirection of dedicated telephone taxes to purposes other than 911 services
- Opposing efforts to legalize recreational use of marijuana in Texas
- Opposing any legislation that would subject local police to criminal charges for enforcing federal firearms laws, or subject any city that allows such enforcement to a lawsuit by the state's attorney general or to punitive reductions in state funding
- Making it an offense for a person to post on a publicly accessible website the residence address or telephone number of an individual the actor knows is a public servant or a member of a public servant's family or household
- Clarifying the authority of municipalities to enact residency restrictions on registered sex offenders



Transportation

Transportation is a key factor in the future viability of our community. Roads provide a vital network that connects Lewisville to the region and the state. Effective public transit options represent a responsible and reliable way to provide workers with access to employment centers. Funding those needs is a crucial investment in the future of Lewisville, Texas.

Lewisville is committed to:

- Identifying and securing full and timely funding for the second phase of Interstate 35E reconstruction
- Providing increased and consistent state funding to build and maintain a high-quality, efficient highway system
- Ending the diversion of transportation revenues to non-transportation purposes
- Increasing state investment in public transit, including regional rail service
- Providing greater flexibility for cities to fund local transportation projects, including potential new state funding sources for important local and regional roads
- Preserving municipal authority to manage and maintain public rights-of-way, including the right to seek adequate compensation for their use
- Allowing voluntary “complete streets” participation by cities, but not imposing mandatory “complete streets” requirements on cities

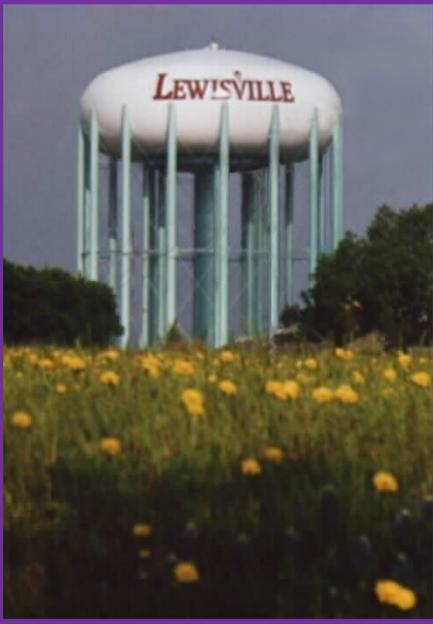


Water

Future viability requires the ability to provide for the long-term water supply needs of residents and businesses in Lewisville, North Texas and statewide. This must include both maintaining current water supplies and developing new water sources.

Lewisville is committed to:

- Researching and assessing some level of water re-use, especially for upstream cities in North Texas such as Lewisville
- Establishing and enforcing water conservation standards at the local level, not at the state or federal level unless adequate ongoing funding is provided
- Opposing state “tap fees” or other state fees on municipal water systems
- Fully funding the State Water Plan, and creating future state funding sources
- Opposing any legislation that might restrict Lewisville’s ability to continue providing a safe and reliable local water supply
- Working with the state, regional partners and other cities to identify and secure options for new water sources



Lewisville City Council

Mayor – Dean Ueckert

Place One – Leroy Vaughn

Place Two/Deputy Mayor Pro Tem – R Neil Ferguson

Place Three/Mayor Pro Tem – TJ Gilmore

Place Four – Greg Tierney

Place Five – Rudy Durham

Lewisville Legislative Team

City Manager – Donna Barron

Legislative Consultant – Burt Solomons

Assistant City Manager – Steve Bacchus

Assistant City Manager – Eric Ferris

Assistant City Manager – Melinda Galler

Legislative Liaison – James Kunke



Lewisville City Hall
151 W. Church Street
Lewisville, TX 75057
972.219.3400
cityoflewisville.com

MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: January 9, 2015

SUBJECT: **Consideration of a Variance to the Lewisville City Code Section 9.5-98(e)(1)(a) Regarding Water Line Requirements for Fire Protection Related to Lewisville Town Square Located on the Northwest Corner of Church Street and Charles Street, as Requested by John Measels P.E. of John Thomas Engineering Representing Old Town Development, LLC.**

BACKGROUND

The subject property is proposed to be developed with three restaurants per the Economic Development Agreement approved by City Council on March 17, 2014. The 1.9 acre property is being platted into three lots in the Lewisville Town Square Addition. The plat was approved by the Planning & Zoning Commission on January 6, 2015. Staff has reviewed and approved the Old Town Development Plan subject to the City Council approval of a variance to allow placement of paving and a trash enclosure within the 15 foot restricted water line easement.

ANALYSIS

- a. To allow placement of paving and a trash enclosure within the 15 foot Restricted Water Line Easement. The property owner will be responsible for the pavement and dumpster enclosure repairs within the easement area due to any City repair or replacement of the water line.

Section 9.5-98(e)(1)(a) Regarding Water Line Requirements for Fire Protection

The Old Town Development Ordinance requires that all public water lines outside of a street or utility right of ways shall be placed in a 15 foot wide grass only water line easement. For the proposed development, a public water line is proposed on the rear of the three lots to provide water to the required fire hydrants, fire sprinkler lines and water services for the development. The developer is proposing to dedicate the 15 foot water line easement with only a 10 foot wide grass area allowing 5 feet of paving and one trash enclosure inside the easement to maximizing the buildable area of the proposed lots. Staff is not opposed to the variance because the easement dedication will provide enough space to construct and maintain the water line, the water main will be located outside of the pavement limits and the trash enclosure will be composed of a wooden fence rather than a masonry structure. In addition, the new property owner will be responsible for repair or replacement of the paving and dumpster enclosure in the event the water main requires repair or replacement. Similar variances were approved by the City Council for Dairy Queen and Winco Foods.

Subject: Lewisville Town Square Variance

January 9, 2015

Page 2 of 2

RECOMMENDATION

It is City Staff's recommendation that the City Council approve the variance as set forth in the caption above with the stipulation that the property owner will be responsible for the pavement and dumpster enclosure repairs within the easement area due to any City repair or replacement of the water line.



January 9, 2015

Jeff Kelly, P.E., CFM
Assistant City Engineer
Engineering Division
City of Lewisville

Re: Lewisville Town Square Addition
Lewisville, Texas

Dear Mr. Kelly,

Please accept this letter as written request for a variance of placement of paving and the trash enclosure within the 15' restricted waterline easement. This site is located in the downtown district next to City Hall. Due to the constraints of the site, which include the following; shallow depth of the site, building setbacks, easements along the right-of-way, and the requirement to loop the water line across the development, we are unable to make the building and parking layout work without placing several feet of paving and the trash enclosure in this easement. The property owner will be responsible for the paving and dumpster enclosure repairs within the easement area due to any City repair or replacement of the water line.

Your review and acceptance of this variance request is appreciated. Should you have any questions or require any additional information, please do not hesitate to contact me.

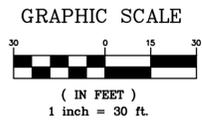
Sincerely,

A handwritten signature in black ink, appearing to read "John Measels", is written over a light blue, semi-transparent version of the John Thomas Engineering logo.

John Measels, PE



VICINITY MAP 1"=1000



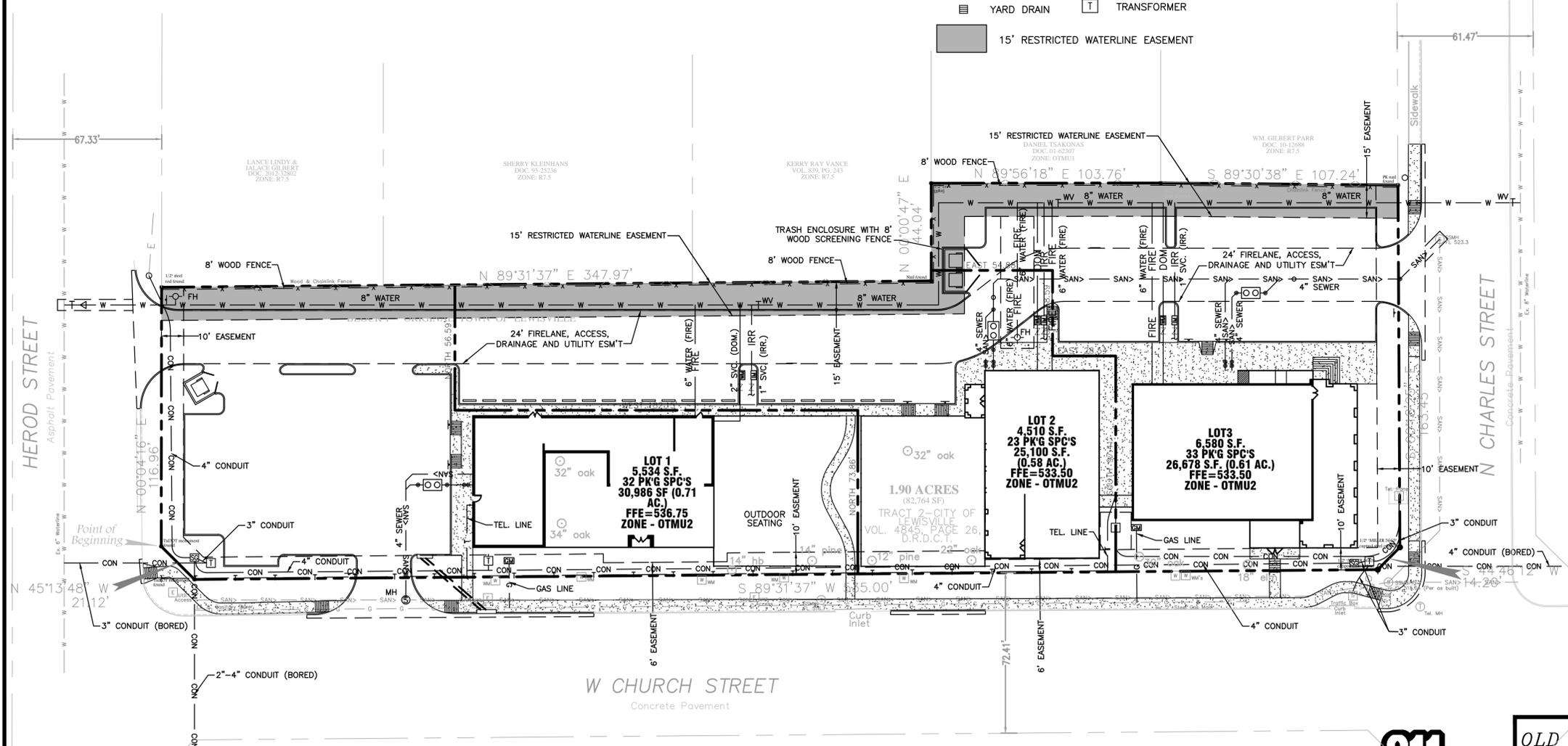
LEGEND:

- PROPERTY LINE
- - - LIMITS OF FULL DEPTH SAWCUT
- E --- ELECTRIC LINE
- G --- GAS LINE
- F --- FIRE LINE
- CON --- CONDUIT
- SAN > --- SANITARY SEWER LINE
- DOM --- DOMESTIC WATER LINE
- T --- TELEPHONE LINE
- ADA RAMP
- TRAFFIC/HANDICAP SIGN
- LIGHT POLE
- YARD DRAIN
- GREASE TRAP
- GAS METER
- WATER METER
- IRRIGATION METER
- TRANSFORMER
- SC SWITCH GEAR
- CLEAN-OUT
- DOUBLE CLEAN-OUT
- SAMPLE PORT

VARIANCE REQUEST:

- a. PLACEMENT OF PAVING AND TRASH ENCLOSURE WITHIN THE 15' RESTRICTED WATERLINE EASEMENT.

NOTE
THE PROPERTY OWNER WILL BE RESPONSIBLE FOR THE PAVEMENT AND DUMPSTER ENCLOSURE REPAIRS WITHIN THE EASEMENT AREA DUE TO ANY CITY REPAIR OR REPLACEMENT OF THE WATER LINE.



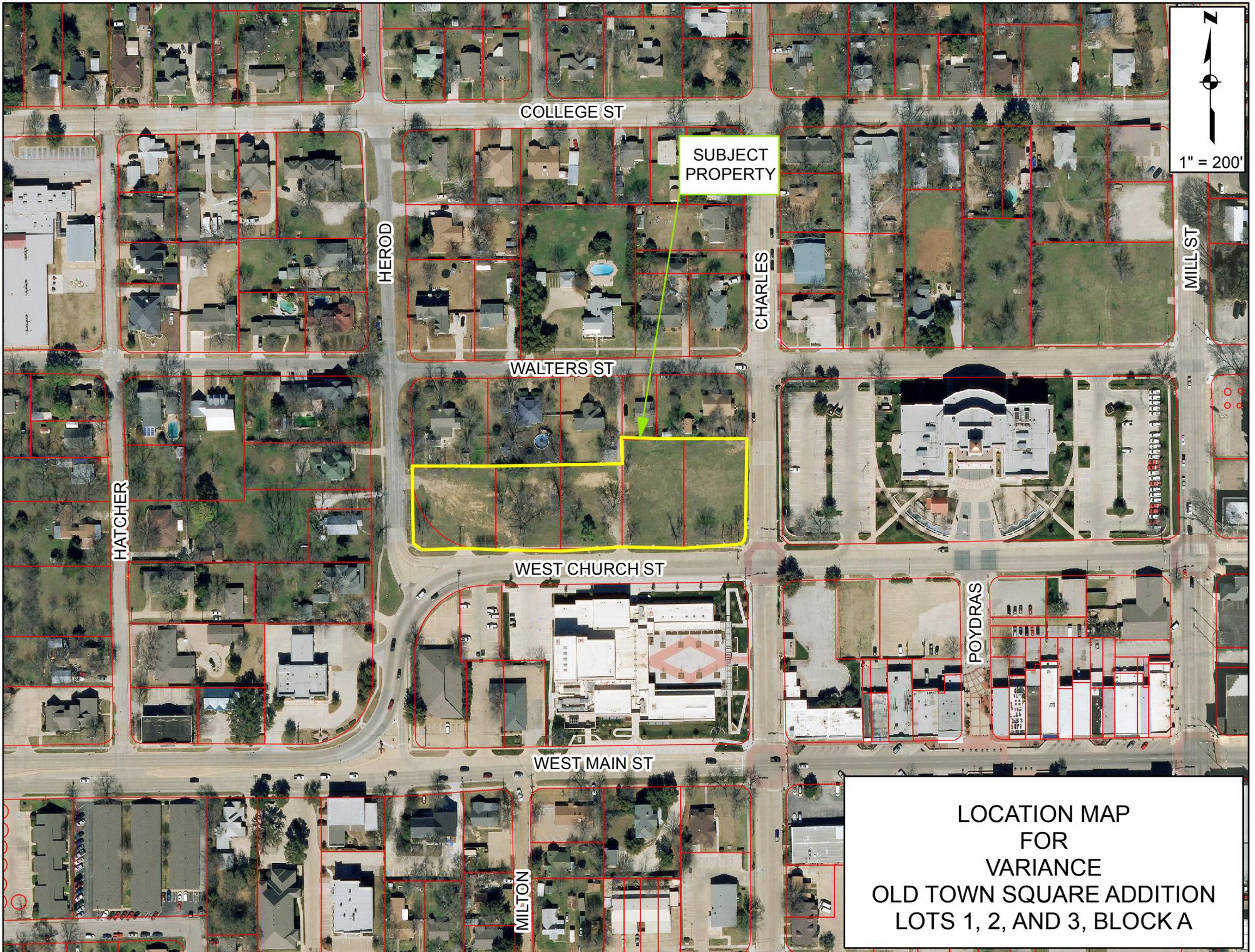
VARIANCE EXHIBIT
LOTS 1, 2 AND 3, BLOCK A
LEWISVILLE TOWN SQUARE ADDITION
LEWISVILLE, TEXAS

REVISION RECORD
01-05-15 INITIAL SUBMITTAL
01-09-15 CITY COMMENT



OLD TOWN DEVELOPMENT PLAN FOR LEWISVILLE TOWN SQUARE
LEWISVILLE TOWN SQUARE ADDITION
LOT 1, 2 AND 3, BLOCK A
1.900 ACRES
ZONING: OTMU2

SHEET NO.
EXH.



SUBJECT
PROPERTY

1" = 200'

LOCATION MAP
FOR
VARIANCE
OLD TOWN SQUARE ADDITION
LOTS 1, 2, AND 3, BLOCK A

MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: January 9, 2015

SUBJECT: **Consideration of a Variance to the Lewisville City Code Section 6-103(c)(2)(a) (Access Spacing) Regarding Driveway Spacing Requirements, Related to Garden Ridge Assisted Living Located at 301 North Garden Ridge Boulevard, as Requested by Doug Weaver, P.E. of G&A Consultants, LLC, on Behalf of the Owner.**

BACKGROUND

The subject site is a 1.403-acre lot zoned Medical District (MD) and Light Commercial (LC) within the Garden Ridge Church of Christ Addition located near the Northeast corner of Garden Ridge Boulevard and Main Street. City Council approved the rezoning of the property on November 17, 2014. The property owner is proposing to redevelop the property from a self-serve car wash to an assisted living facility. Staff has reviewed and approved the Engineering Site Plan subject to the City Council approval of a variance to reduce the required separation between driveways to less than 230 feet.

ANALYSIS

- a. To reduce the required separation between driveways to less than 230 feet.

Section 6-103 (c)(2)(a)

The minimum access spacing between driveways on adjacent lots along Major Traffic Carriers specified on the City of Lewisville Thoroughfare Plan including Garden Ridge Boulevard is 230 feet. The proposed driveway onto Garden Ridge Boulevard will be zero feet from the adjacent driveway to the south measured from the end of curb radii of each driveway. The owner has requested the variance to maximize development on the small existing lot which is encumbered with various easements and an existing cellular tower. Staff has no objection to the request since traffic will be minimal for each driveway, the lot already has an existing driveway serving the car wash which will be replaced by the subject driveway and the lot does not have enough frontage to meet the requirement.

RECOMMENDATION

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



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

TBPE Firm No. 1798

TBPLS Firm No. 10047700

January 9, 2015

Mr. Jeff Kelly, P.E.
Assistant City Engineer
City of Lewisville
151 W. Church Street
Lewisville, TX 75057

**RE: Garden Ridge Assisted Living
Garden Ridge Church of Christ Addition
Variance Request Letter
G&A Job No. 14142**

Mr. Kelly:

Please accept this letter, on behalf of Mr. Chip Tabor, as an explanation of the proposed Variance Request to reduce the required separation between driveways to less than 230'.

With only 161' of frontage on Garden Ridge to begin with, we would still need this variance request regardless of the driveway location on Garden Ridge.

This variance is required due to the layout of the lot forces the driveway to the southern portion of the lot. The current site design has the building on the north portion away from the Cell Tower on the site. The access for the Cell Tower is from the west. Also utility and access easements made locating the building on the south portion impractical.

Initially we had a tangent separation distance of 44'. But due to the street designation the turn radius was increased from 20' to 40'. Now the tangent distance is 0'.

Currently the adjacent drive is an alley located north of the Lewisville ISD offices. As such it has a very low traffic flow and there is only a right in and a right out for any vehicles using this alley. No median cut exists on Garden Ridge for either driveway. The main entrance for the shopping center is located much further to the south where a median cut does exist.

Thank you in advance for your time and consideration of this project. Please don't hesitate to contact me with any further questions and/or comments.

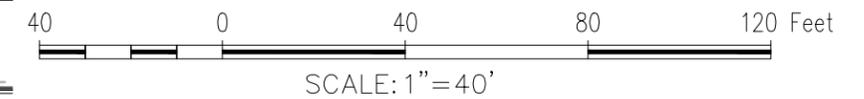
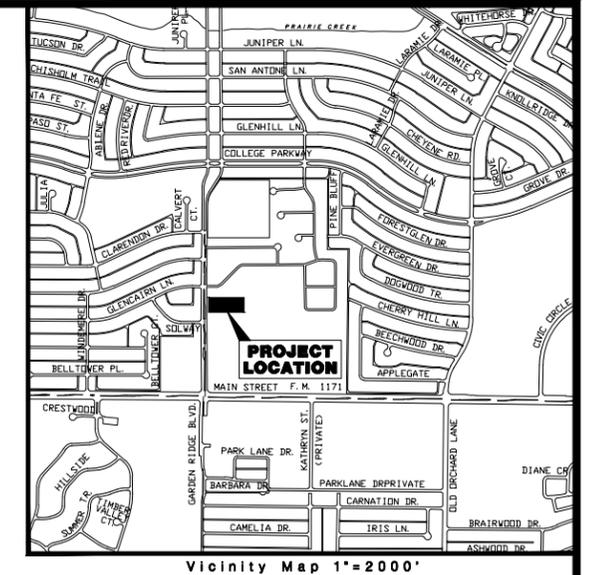
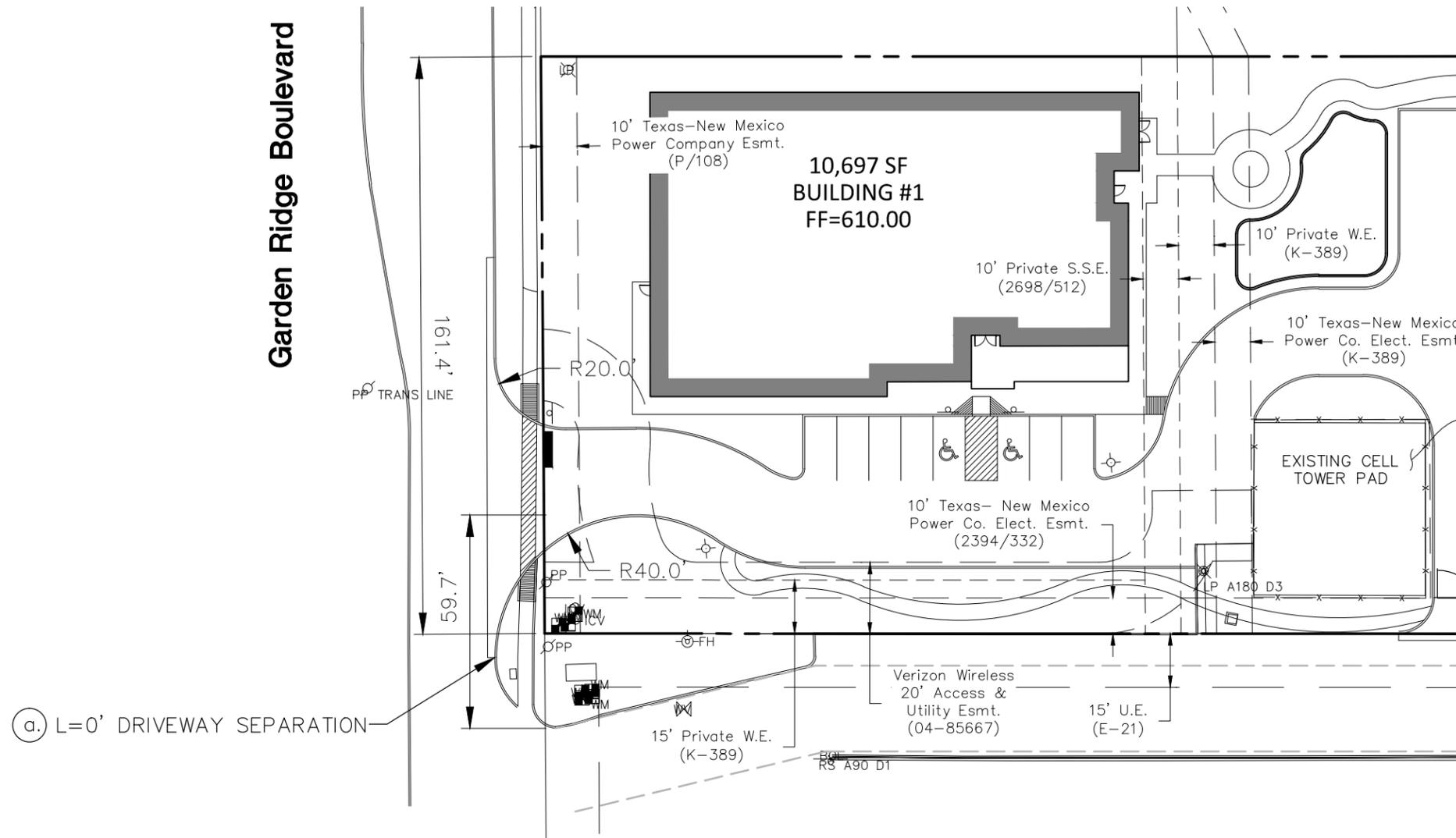
Sincerely,

Douglas W. Weaver, P.E.

cc: Mr. Chip Tabor

Z:\2014\14142\Correspondence\Sent\COL\010915 VRL.doc

Garden Ridge Boulevard



VARIANCE EXHIBIT
 Lot 2A, Block B
 Garden Ridge Church of Christ Addition
 1.403 Acres
 Zoned MD & LC
 in the
 J. WATKINS SURVEY, ABSTRACT NO. 1326
 CITY OF LEWISVILLE
 DENTON COUNTY, TEXAS

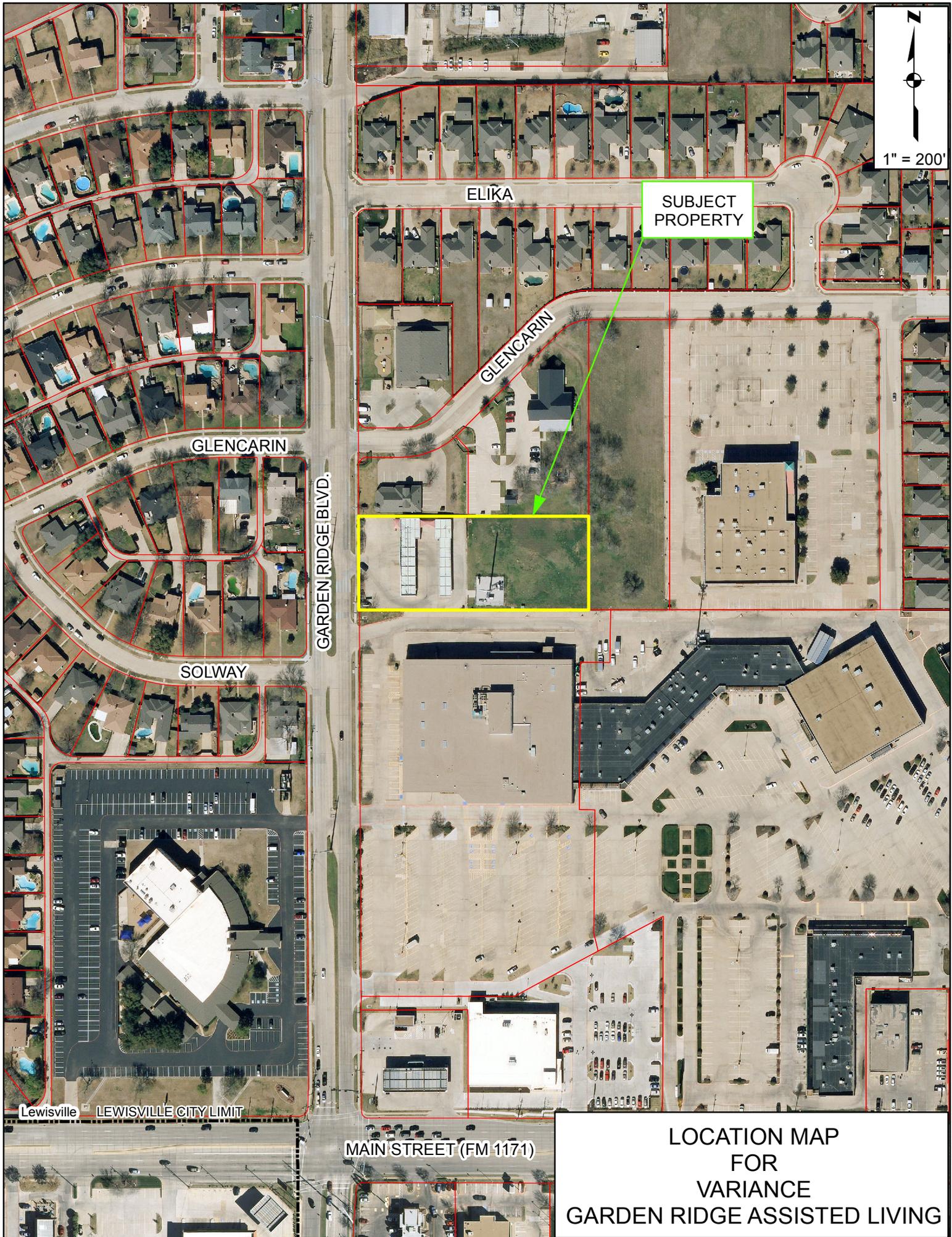
VARIANCE REQUESTED:
 a. To reduce the required separation between driveways to less than 230'.

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

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715
 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: MP DATE: 01/09/2015 SCALE: 1"=40' JOB. NO. **14142**



N
1" = 200'

ELIKA

SUBJECT
PROPERTY

GLENCARIN

GLENCARIN

GARDEN RIDGE BLVD.

SOLWAY

Lewisville LEWISVILLE CITY LIMIT

MAIN STREET (FM 1171)

LOCATION MAP
FOR
VARIANCE
GARDEN RIDGE ASSISTED LIVING

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon, PE, City Engineer

VIA: Eric Ferris, Assistant City Manager

DATE: December 15, 2014

SUBJECT: **Consideration of an Ordinance Providing for the Abandonment of an Unnamed Road Right-of-Way South of S.H. 121 Business, North of Vista Ridge Mall Drive and East of Highpoint Oaks Drive.**

BACKGROUND

The City of Lewisville and Hawkeye Realty Schreiber LTD entered into a Program Grant Agreement in February of 2009 stipulating the City would abandon the subject prescriptive right of way parcel to the adjacent owners in exchange for dedication of right of way for the extension of Vista Ridge Mall Drive. As the portion of the right of way described in the agreement located south of Vista Ridge Mall Drive is required for access to a parcel owned by a third party, only the north segment can be abandoned at this time. The adjacent owners are aware of this and have indicated they agree. The right of way to be abandoned is roughly 370 feet long by 36 feet wide (0.304 acres). The Vista Ridge Mall Drive extension was completed in November 2011. A 15-foot wide utility easement adjacent to the west line of the abandonment parcel will be dedicated by the developer simultaneously with filing the abandonment deeds to accommodate existing overhead electric and telephone service.

ANALYSIS

The proposed abandonment will provide the adjacent property owners more land for future development although no development has been proposed at this time. The subject right of way parcel is only 36 feet wide and 370 feet long and is partially encumbered by franchise utilities thus staff has determined that the property has negligible value. In addition, the adjacent property owners dedicated a much larger right of way parcel for the extension of Vista Ridge Mall Drive in exchange for abandoning the subject right of way parcel. Vista Ridge Mall Drive extension was completed in November 2011 and has been open to traffic since that time.

RECOMMENDATION

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS PROVIDING FOR THE ABANDONMENT, VACATION, AND CLOSURE OF THE FOLLOWING STREET SEGMENTS TO WIT: AN UNNAMED ROAD RIGHT OF WAY SOUTH OF S.H. 121 BUSINESS, NORTH OF VISTA RIDGE MALL DRIVE AND EAST OF HIGHPOINT OAKS DRIVE; AND PROVIDING FOR THE TERMS AND CONDITIONS OF THIS ABANDONMENT, VACATION, AND CLOSURE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Lewisville, Texas, acting pursuant to Chapter 311.007 of the Texas Transportation Code, deems it advisable to abandon, vacate, and close the hereinafter described street segment and is of the opinion that said land is not needed for public use as a right-of-way and, therefore, constitutes a public charge without corresponding benefit, and that same should be abandoned, vacated, and closed as hereinafter provided; and

WHEREAS, the City Council of the City of Lewisville, Texas is of the opinion that the best interest and welfare of the public will be served by abandoning, vacating, and closing same resulting in the vesting of title in the abutting property owner(s), subject to the conditions, requirements, and restrictions contained herein; and

WHEREAS, Hawkeye Realty Schreiber LTD and Roberts Sisters Property Management LLC are the sole owners of the property abutting the subject unnamed road right of way, the City of Lewisville and Hawkeye Realty Schreiber LTD entered into a Program Grant Agreement dated February 23, 2009 as a condition of dedication of right of way for the extension of Vista Ridge Mall Drive: and

WHEREAS, the Program Grant Agreement specified that the subject road right of way would be conveyed to the adjoining owners as a condition of dedicating right of way for the extension of Vista Ridge Mall Drive.

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

SECTION 1. ABANDONMENT. A certain unnamed road right of way south of S.H. 121 Business, North of Vista Ridge Mall Drive, and east of Highpoint Oaks Drive located in Lewisville, Texas, Denton County, Texas is hereby abandoned, vacated and closed insofar as the right, title, and easement of the public in such right-of-way is concerned; subject, however, to the conditions, requirements, and restrictions hereinafter more fully set out and which street segment is described more particularly in attached Exhibit "A" which is incorporated herein for all purpose.

SECTION 2. SUBJECT TO ALL ZONING AND DEED RESRICTIONS. The abandonment, vacation and closure provided for herein is made and accepted subject to all present zoning and deed restrictions if the latter exist, and all easements, whether apparent or non-apparent, aerial, surface or underground.

SECTION 3. RETAINING ALL OTHER EASEMENTS HELD BY THIRD PARTIES. That the abandonment, vacation and closure provided for herein shall extend only to the public right, title, easement, and interests relating to the right-of-way and shall be construed to extend only to that interest which the governing body for the City of Lewisville may legally and lawfully abandon, vacate and close. Any other easements held by third parties shall not be affected by this abandonment.

SECTION 4. DOCUMENTS NECESSARY TO TRANSFER OWNERSHIP. That the City Manager of the City of Lewisville, Texas is authorized to execute any documents necessary to show full ownership of the unencumbered land vesting in the abutting landowners, which at the time of the passage of this Ordinance, the abutting land owner is the City of Lewisville, Texas.

SECTION 5. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION 6. 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 7. PENALTY. Any person, firm or corporation who violates any provisions 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 \$500.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect and be in full force and effect immediately upon passage of this Ordinance.

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 26th DAY OF JANUARY, 2015.

APPROVED:

Dean Ueckert, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

EXHIBIT A

GRANTOR:

THE CITY OF LEWISVILLE, TEXAS

By: _____
_____, City Manager

STATE OF TEXAS '
 '
COUNTY OF DENTON '

This instrument was acknowledged before me on _____, 2015 by
_____, City Manager of the City of Lewisville, Texas, a home rule
municipality.

My Commission Expires:

Notary Public, State of Texas

Printed Name of Notary Public

EXHIBIT A
To Special Warranty Deed

GRANTOR:

THE CITY OF LEWISVILLE, TEXAS

By: _____
_____, City Manager

STATE OF TEXAS '
 '
COUNTY OF DENTON '

This instrument was acknowledged before me on _____, 2015 by
_____, City Manager of the City of Lewisville, Texas, a home rule
municipality.

My Commission Expires:

Notary Public, State of Texas

Printed Name of Notary Public

EXHIBIT A
To Special Warranty Deed

EXHIBIT "A"

BEING a tract of land situated in the Peter Harmonson Survey, Abstract No. 604, in the City of Lewisville, Denton County, Texas, and being a portion of a called Tract 1 conveyed to Hawkeye Realty Schreiber, L.P., as evidenced in a deed recorded under County Clerk's Instrument No. 2008-72708, of the Official Records of Denton County, Texas and a portion of a called First Tract conveyed to Franz V. Schreiber, as evidenced in a deed recorded in Volume 117, Page 146, of the Official Records of Denton County, Texas, being situated between the west line of a called 13.905 net acre tract of land conveyed to Roberts Sisters Property Management, LLC, as evidenced in a deed recorded under County Clerk's Instrument No. 2009-132094, of the Official Records of Denton County, Texas and the occupied west right of way line of a called 37-foot wide public road (no record found), said tract being more particularly described by metes and bounds as follows:

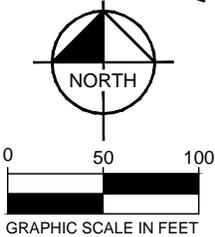
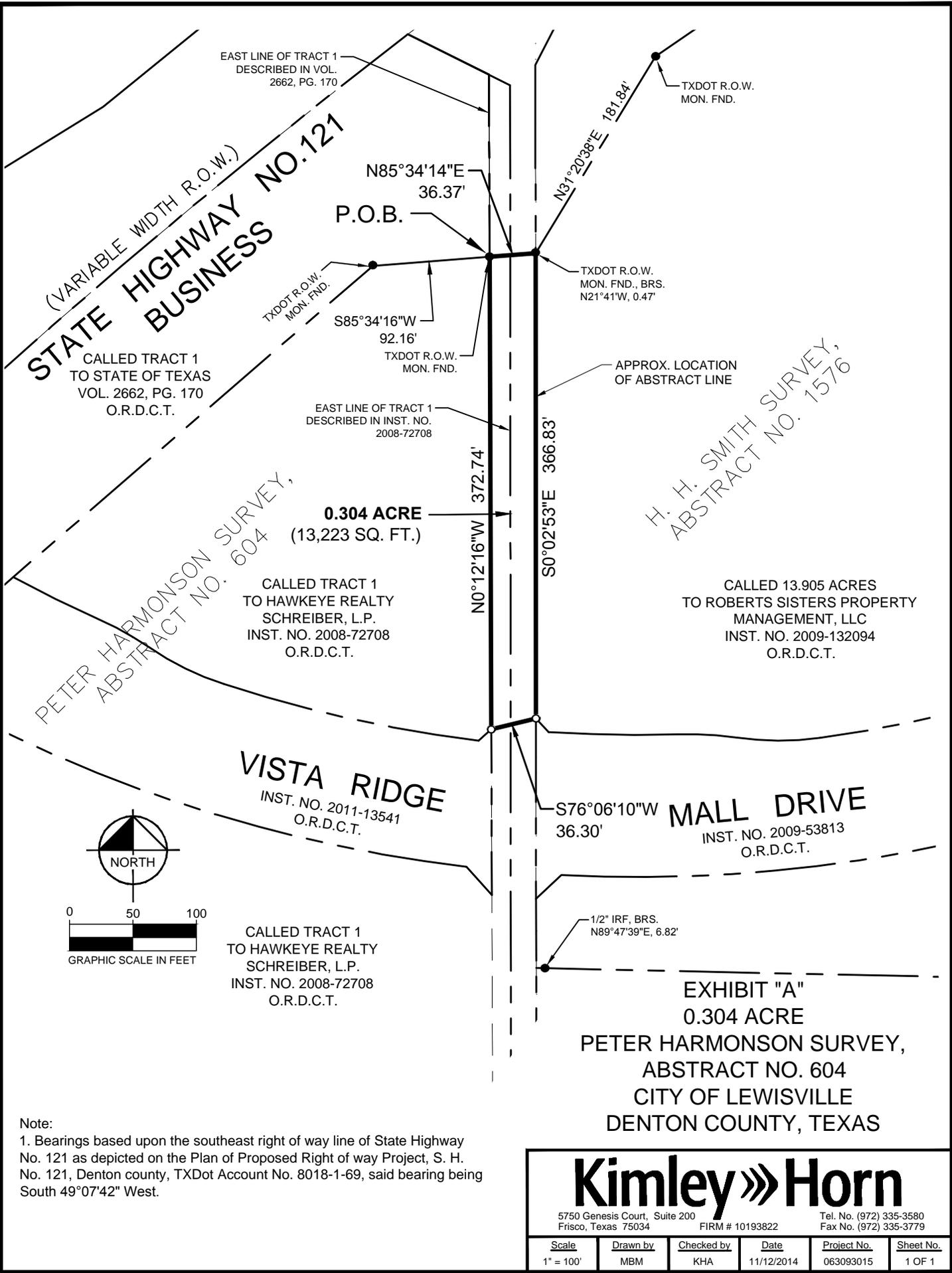
BEGINNING at a TXDot right of way monument found for the most easterly, southeast corner of a called Tract 1 conveyed to the State of Texas, as evidenced in a deed recorded in Volume 2662, Page 170, of the Official Records of Denton County, Texas, same being on the northerly line of said Tract 1, same also being the intersection of the southeast right of way line of State Highway No. 121 Business (a variable width right of way) with the west right of way line of said public road;

THENCE North 85°34'16" East, departing the occupied west right of way line of said public road, crossing said Tract 1, as conveyed to Hawkeye Realty Schreiber, L.P., and crossing said public road, a distance of 36.37 feet to the south corner of a visibility clip at the intersection of the east right of way line of said public road with the southeast right of way line of said State Highway No. 121 Business, same being on the west line of said 13.905 net acre tract, from said corner, a found TXDot right of way monument bears North 21°41' West, 0.47 feet;

THENCE South 00°02'53" East, departing the southeast right of way line of said State Highway No. 121 Business, along the west line of said 13.905 net acre tract and the apparent east right of way line of said public road, a distance of 366.83 feet to the northwest corner of a called 1.607 acre tract of land conveyed to the City of Lewisville, Texas, as evidenced in a deed recorded under County Clerk's Instrument No. 2009-53813, of the Official Records of Denton County, Texas, same being the intersection of the northerly corner of at the intersection of a visibility clip on the northerly right of way line of Vista Ridge Mall Drive with the occupied east right of way line of said public road;

THENCE South 76°06'10" West, departing the occupied east right of way line of said public road the northwest corner of said 1.607 acre tract, and crossing said public road, a distance of 36.30 feet to the northeast corner of a called 1.071 acre tract of land conveyed to the City of Lewisville, Texas, as evidenced in a deed recorded under County Clerk's Instrument No. 2011-13541, of the Official Records of Denton County, Texas, same being the intersection of the occupied west right of way line of said public road with the northerly corner of a visibility clip on the northerly right of way line of Vista Ridge Mall Drive;

THENCE North 00°12'16" West, along the west right of way line of said public road and crossing said Tract 1, as conveyed to Hawkeye Realty Schreiber, L.P., a distance of 372.74 feet to the **POINT OF BEGINNING** and containing 0.304 of an acre (13,223 square feet) of land, more or less.



Note:
 1. Bearings based upon the southeast right of way line of State Highway No. 121 as depicted on the Plan of Proposed Right of way Project, S. H. No. 121, Denton county, TXDot Account No. 8018-1-69, said bearing being South 49°07'42" West.

Kimley»Horn

5750 Genesis Court, Suite 200 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MBM	KHA	11/12/2014	063093015	1 OF 1

PROGRAM GRANT AGREEMENT

This Program Grant Agreement (“Agreement”) is entered into by and between the City of Lewisville, Texas, a home rule municipality, duly acting by and through its City Manager (hereinafter referred to as “the City”), and Hawkeye Realty Schreiber, L.P., a Texas limited partnership, et al. (hereinafter referred to as “the Owner”).

WITNESSETH:

WHEREAS, the City Council of the City of Lewisville, Texas, is authorized to enter into this Agreement pursuant to the Constitution and general laws of the State of Texas, including particularly, Chapter 272.001, Texas Local Government Code, as amended (“Chapter 272”);

WHEREAS, Section 380.001 of the Local Government Code provides statutory authority for establishing and administering this Agreement, including making loans and grants of public money; and

WHEREAS, the Owner owns the property (hereinafter referred to as “Premises”) as described in Attachment "A" attached hereto and made a part hereof; and

WHEREAS, the Lewisville Code of Ordinances, Chapter 6, Land Development Regulations, provides for the requirement that all land that is developed in the City shall provide the on-site and off-site infrastructure improvements required to serve said Premises when development occurs or to provide a cash escrow to the City for an amount equal to the estimated cost of constructing those Public Improvements which may be constructed at a later date if conditions warrant; and

WHEREAS, the City has adopted a Thoroughfare Development Plan (Attachment “B”) that calls for the extension of Vista Ridge Mall Drive in an alignment to provide, when fully developed and constructed, Public Improvements (as hereinafter defined) that will enhance the economic development opportunity of the Premises; and

WHEREAS, the City and the Owner believe that it is the best interest of both parties and the proportionate costs assumed by both parties are fair and reasonable to expedite the construction of the Public Improvements shown on Attachment "B"; and

WHEREAS, the City and the Owner find and agree that the administration of this Program (hereinafter referred to as “Program”) to develop the Public Improvements will enhance the

development potential of said Premises and will promote local economic development, stimulate business and commercial activity within the City, provide improved citywide access and would directly establish a public purpose; and

WHEREAS, the City has determined that the said Program as administered through this Agreement contains sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources in the establishment and administration of the Program; and

WHEREAS, Section 380.001 of the Local Government Code provides statutory authority for establishing and administering the said Program, including making loans and grants of public money; and

WHEREAS, Public Improvements are anticipated to have an approximate cost of \$1,400,000 and will be constructed to support the development of the Premises;

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

ARTICLE I DEFINITIONS

1.1 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 Agreement.

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

“**Effective Date**” means the date when the Agreement has been both executed by Owner and approved by the City.

“**Engineering and Design**” means the process of design of the Public Improvements by a Licensed Civil Engineer in cooperation with the City’s Engineering Division.

“**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.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of the Owner or the City, 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 the Owner), fire, explosion or flood, and strikes.

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

“**Premises**” shall mean that property as described in Attachment “A” and described by metes and bounds, lot and block or abstract and survey attached hereto, and made a part hereof, and the improvements located or to be located thereon.

“**Public Improvements**” shall mean the roads, water, sanitary sewer and/or storm sewer and all associated appurtenances in public rights-of-way as shown on the Development Plan.

“**Right-of-Way**” shall mean the area of land required to install and maintain the Public Improvements and which shall be dedicated to the City.

ARTICLE II GENERAL PROVISIONS

2.1 **Public Improvement Design and Installation.** Within ninety (90) days after the date this Agreement is authorized by the City, the City will cause to begin the necessary design and engineering to carryout the objectives of this Agreement. It is understood by the Owner that the engineering design phase of the Public Improvements will take as long as nine (9) to twelve (12) months. At such time as approved Public Improvement designs are accepted by the City Engineer, the City will secure bids for construction of the Public Improvements which may take an additional three (3) to five (5) months. Construction bids, once approved by the City, will be authorized and installation of the Public Improvements will begin under the control of the City.

2.2 **Exchange of Property.** Within thirty days (30) of a written request from the City and delivery of a special warranty right-of-way deed conveying to the City that portion of the one-hundred foot (100”) right-of-way including but not limited to slope easements, drainage easements

and/or utility easements on the Owner's Premises as shown on the Thoroughfare Development Plan, subject to any valid reservations, easements, rights-of-way or restrictive covenants in existence and of record prior to the date hereof, Owner shall execute said deed and deliver said deed to the City. The Owner acknowledges that at the time of this Agreement the exact alignment, required easements and property description of said right-of-way has not been finally determined. However, the City shall provide the legal description of the right-of-way when the City presents the Owner the deed for the right-of-way. It is anticipated that the transfer of property will occur within six (6) months from the date this Agreement is executed by the City. In exchange for said special warranty right-of-way deed and participation in purchasing the right-of-way on the adjacent tract (Sloan) for the purpose of right-of-way dedication, the City will transfer that property shown on "Attachment C", the "City Owned Property", to the Owner within 90 days of receipt of fully executed special warranty right-of-way deeds for all properties needed to construct Vista Ridge Mall Drive.

ARTICLE III AGREEMENT CONDITIONS

3.1 **Minimum Use Condition.** During the term of this Agreement the Owner shall continuously maintain the Premises in compliance with all City Codes and Ordinances.

3.2 **Waiver of Fees.** The City will not waive any fees associated with platting, permitting, inspections, Capital Recovery or other such fees as may be required by the City in conjunction with this Agreement.

3.3 **Right-of-Entry.** The Owner by execution of this Agreement grants to the City, and/or its contractors, agents, assigns and/or owners of any utility involved in surveying the property, the right of entry under, over, and across the property in the execution of this Agreement. The City shall provide the Owner with a fourteen (14) day prior notice of the beginning of the design phase and possible entry onto the Premises.

3.4 **Indemnity.** The Owner indemnifies and holds harmless the City from and against any liability, damage, loss, claim, cost or expense (including reasonable attorneys' fees and costs)

(collectively, "Claims"), incurred by the City by reason of (a) a breach by the Owner of any obligations or undertakings to be performed by the Owner under this Agreement; (b) any negligence or willful misconduct of the Owner, its agents, employees or anyone for whose acts the Owner is liable hereunder or at law; (c) in connection with loss of life, personal injury, damage to property or any other loss or injury arising out of the construction, operation or maintenance of the Premises (save and except that portion of the Premises conveyed to the City pursuant to Section 2.2 hereof) other than to the extent caused by the gross negligence or willful misconduct of the City.

3.5 **Additional Agreements.** The City agrees to abandon and convey to Owner and Sloan (as herein defined) by way of deed and without warranty, all of its right, title and interest in a certain 20 foot wide road described on "Attachment D" lying between the Premises and the Sloan Tract (as herein defined). The term "Sloan Tract" shall mean that certain tract of land described in Corrected Special Warranty Deed last executed on March 20, 1995 from Sue Howell Roberts Sloan and Homer V. Howell, Independent Executors, to Sue Howell Roberts Sloan and Homer V. Howell, as Trustees of the Matthew C. Roberts, III Residual Trust under Section VII of the Will of Matthew C. Roberts, III, recorded as Document No. 95-R0019128 of the Real Property Records of Denton County, Texas (the "Sloan Tract"). The term "Sloan" shall mean the owner of the Sloan Tract. The western half of such road shall be conveyed to Owner and the eastern half of such road shall be conveyed to Sloan. The City shall also grant a modified median opening along the Right of Way of Vista Ridge Mall Drive at substantially the same location as the existing access point of such road.

ARTICLE IV TERMINATION

- 4.1 This Agreement may be terminated upon any one of the following:
- (a) by written agreement of the parties;
 - (b) by expiration of the obligations of the parties;
 - (c) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
 - (d) by the City, if the Owner suffers an Event of Bankruptcy or Insolvency; and

- (e) by the City, if any taxes owed to the City, Denton County, Lewisville Independent School District or the State of Texas by the Owner shall become delinquent (provided, however the Owner retains the right to timely and properly protest and contest any such taxes).

4.2 **Events of Default.** A default shall exist if either party fails to perform or observe this Agreement. The non-defaulting party shall promptly notify the defaulting party in writing upon becoming aware of the existence of any condition or event which would constitute a default by the defaulting party, or, with the giving of notice or passage of time, or both, would constitute a default by the defaulting party under this Agreement. Such notice shall specify the nature of the default and the period of existence thereof, and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

4.3 **Remedies Available.** If Owner default shall occur and continue, after thirty (30) days written notice to cure the default, the City may pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, including specific performance, without the necessity of further notice to, or demand upon the Owner. If a City default shall occur and continue, after thirty (30) days written notice to cure the default, the Owner may pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the City.

ARTICLE V MISCELLANEOUS

5.1 **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by the Owner unless written permission is first granted by the City, which consent shall not be unreasonably withheld or delayed, so long as the Owner's assignee agrees to be bound by all terms and conditions of this Agreement.

5.2 **Parties Acting Independently.** It is understood and agreed between the parties that the Owner, 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 Owner assumes no responsibilities in connection therewith to third parties.

5.3 **No Ownership by City Officials.** 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.

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

For CITY by notice to:

City of Lewisville
Attn: City Manager
151 W. Church Street
Lewisville, Texas 75057
Facsimile: 972.219.3410

For OWNER by notice to:

Robert B. Payne Jr.
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

Facsimile: 214.745.5390

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.

5.5 **Multiple Counterparts.** 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. The Owner and the City acknowledge that some of the attachments referenced in this Agreement are not complete or do not exist as of the date of this Agreement; it is accordingly agreed that the persons signing on behalf of each entity may subsequently jointly sign and approve a referenced attachment and substitute same for any numbered attachment which is currently incomplete, whereupon such attachment shall become a part of this Agreement as if attached on the date of original signature.

5.6 **Severability.** 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.

5.7 **Attorney Fees.** If any legal action is brought by either of the parties hereto, it is expressly agreed that the prevailing party in such legal action shall be entitled to recover from the other party reasonable and necessary attorney's fees in accordance with Section 271.159 of the Texas Local Government Code, as amended. For purposes of this clause, the prevailing party is the party in whose favor final judgment is entered. In the event that declaratory or injunctive relief alone is granted, the court may determine which, if either, of the parties shall be considered to be the prevailing party. The amount of reasonable attorney's fees shall be determined by the court, in the trial of such action or in a separate action brought for that purpose. Attorney's fees awarded under the provisions of this paragraph shall be in addition to any other relief that may be awarded.

5.8 **Legal Construction.** 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.

5.9 **City Authorization.** 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 23RD day of FEBRUARY, 2008 to be effective on the Effective Date.

(EXECUTION PAGE FOLLOWS)

OWNER:

HAWKEYE REALTY SCHREIBER, L.P.,

a Texas limited partnership

By: Dalton Management, L.C.
a Texas limited liability company,
its General Partner

By: Robert B Payne Jr
Robert B. Payne, Jr., Member

PAYNE-JOHNSTON MANAGEMENT, INC.,

a Texas corporation

By: Robert B Payne Jr
Robert B. Payne, President
Jr.

THE PAYNE FAMILY PARTNERSHIP, LTD.,

a Texas limited partnership

By: _____
James Edward Payne, Trustee of the Payne
Family Management Trust, General Partner

OWNER:

HAWKEYE REALTY SCHREIBER, L.P.,

a Texas limited partnership

By: Dalton Management, L.C.
a Texas limited liability company,
its General Partner

By: _____

Robert B. Payne, Jr., Member

PAYNE-JOHNSTON MANAGEMENT, INC.,

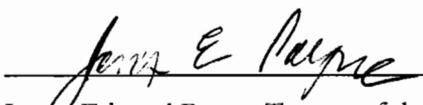
a Texas corporation

By: _____

Robert B. Payne, President

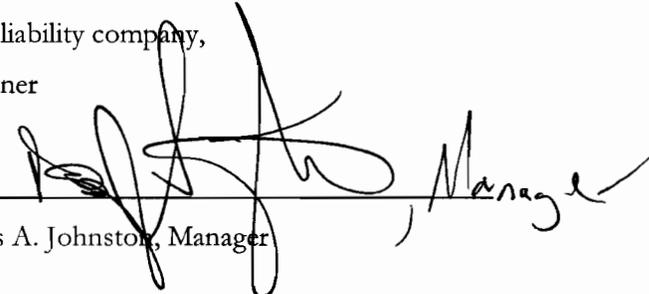
THE PAYNE FAMILY PARTNERSHIP, LTD.,

a Texas limited partnership

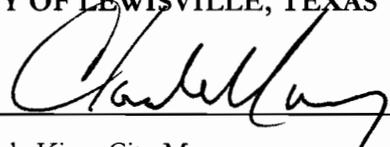
By:  _____
James Edward Payne, Trustee of the Payne
Family Management Trust, General Partner

GHOST PINE LIMITED PARTNERSHIP,
a Texas limited partnership

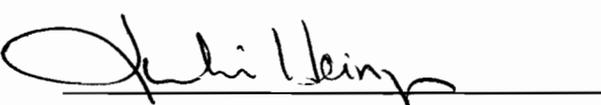
By: DLD Investments Limited Liability Company,
a Texas limited liability company,
its General Partner

By: 
Douglas A. Johnston, Manager

CITY OF LEWISVILLE, TEXAS


Claude King, City Manager

ATTEST:


Julie Heinze, City Secretary

APPROVED AS TO FORM:


Ronald J. Neiman, City Attorney

ATTACHMENT A

Payne Premises Legal Description

9.89 Acres
Peter Harmonson Survey, Abstract No. 604
City of Lewisville, Denton County, Texas

BEING a tract of land situated in the Peter Harmonson Survey, Abstract No. 604, in the City of Lewisville, Denton County, Texas, and being a portion of a Called Tract 6 as conveyed from Susan Payne Madole, Trustee of the Robert B. Payne, Jr. Children's Trust to Susan Payne Madole, Trustee of the Cathrine Pomeroy Payne Trust and the John McMahon Payne Trust, as evidenced in a Deed recorded under Document No. 2004-59070 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at the most easterly, southeast corner of said Tract 6, same being in a north-south public road (no record found);

THENCE South $89^{\circ}41'40''$ West, along a south line of said Tract 6, a distance of 935.25 feet to a TxDOT right of way monument found for a corner on the current southeast right of way line of State Highway No. 121 Business (a variable width right of way);

THENCE in a northeasterly direction, along the southeast right of way line of said State Highway No. 121 Business, the following courses and distances:

North $42^{\circ}54'48''$ East, a distance of 325.59 feet to a TxDOT right of way monument found for a corner;

South $47^{\circ}05'12''$ East, a distance of 60.00 feet to a corner;

North $42^{\circ}54'48''$ East, a distance of 37.21 feet to a corner;

North $44^{\circ}59'06''$ East, a distance of 145.26 feet to a corner;

North $45^{\circ}00'54''$ West, a distance of 70.00 feet to a corner;

North $44^{\circ}59'06''$ East, a distance of 255.06 feet to a corner;

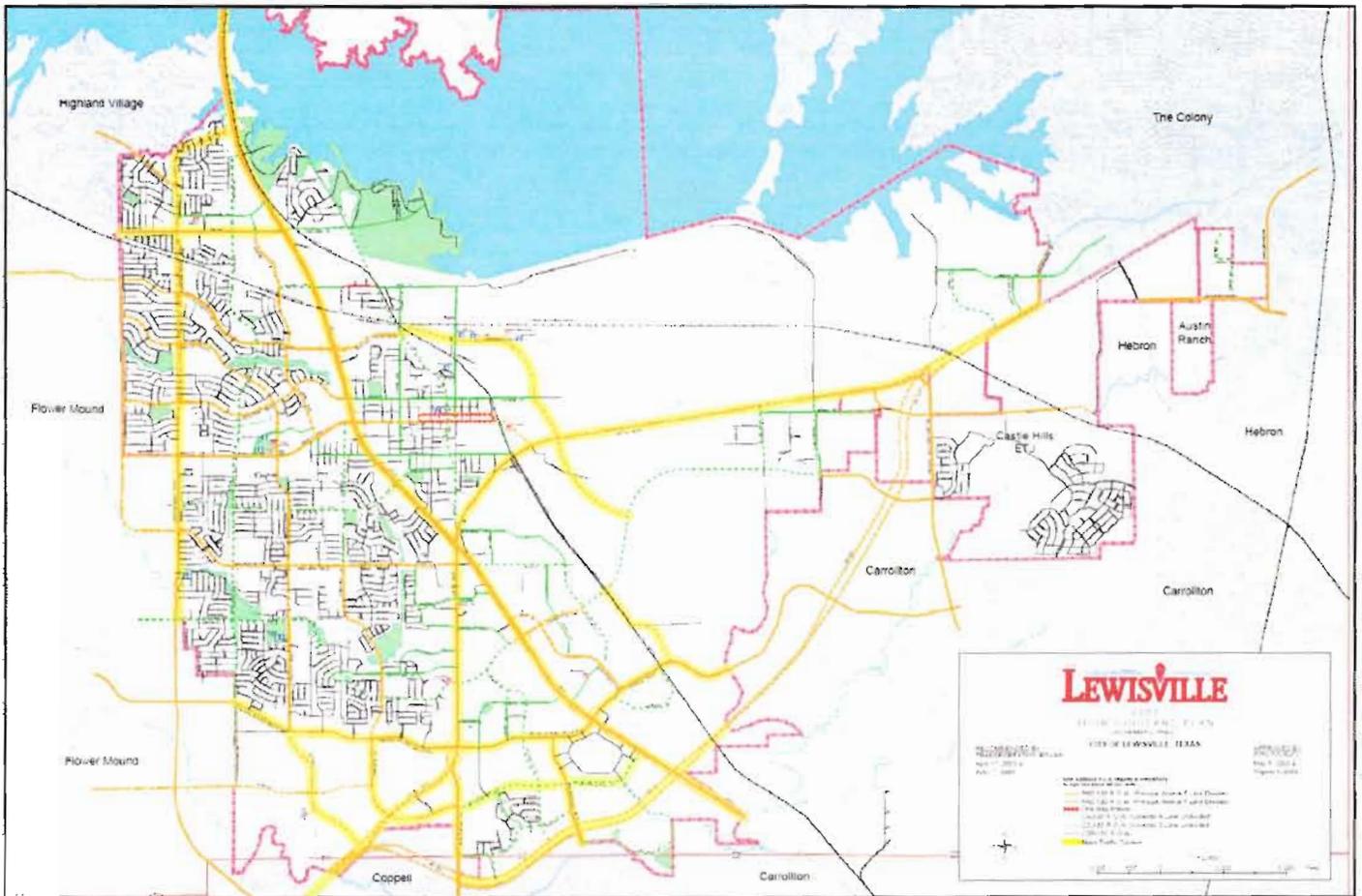
North $49^{\circ}07'42''$ East, a distance of 401.58 feet to a corner;

North $85^{\circ}34'18''$ East, passing at a distance of 92.16 feet, a found TxDOT right of way monument, continuing for a total distance of 105.18 feet to a corner in the most easterly, east line of aforesaid Tract 6, same being in aforesaid public road;

THENCE South $00^{\circ}09'25''$ East, departing the southeast right of way line of said State Highway No. 121 Business, along the east line of said Tract 6 and generally along said public road, a distance of 823.40 feet to the POINT OF BEGINNING and containing 9.89 acres of land, more or less.

ATTACHMENT B

Thoroughfare Development Plan



ATTACHMENT C

City Owned Property Description

METES AND BOUNDS

0.6393 Acres
Peter Harmonson Survey, Abstract No. 604
City of Lewisville, Denton County, Texas

BEING a tract of land out of the Peter Harmonson Survey, Abstract No. 604, in the City of Lewisville, Denton County, Texas, being part of Lot 1, Block A of of TEXAS INSTRUMENTS ADDITION, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet F, Slide 374-375 of the Plat Records of Denton County, Texas, same being part of a called 0.757 acre tract of land (severed tract), described in deed to the City of Lewisville, recorded in Document Number 95-R0076229 of the Real Property Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the northwesterly right-of-way line of State Highway No. 121 (a variable width public right-of-way) for the most southerly southeast corner of a tract of land (TRACT ROW-1A), described in deed to the City of Lewisville, recorded in Document Number 95-R0076229 of the Real Property Records of Denton County, Texas;

THENCE with the northwesterly right-of-way line of State Highway No. 121, the following courses and distances to wit:

- South 43°43'32" West, a distance of 76.77 feet to a point for the beginning of a curve to the left;
- Southwesterly, with the curve to the left, through a central angle of 0°50'51", having a radius of 5779.58 feet, and a chord bearing and distance of South 38°03'33" West, 85.48 feet, an arc distance of 85.48 feet to a point for corner;

THENCE leaving the northwesterly right-of-way line of State Highway No. 121 and across the beforementioned 0.757 acre tract and Lot 1, Block A, North 46°14'11" West, a distance of 95.02 feet to a point for corner in the east line of a tract of land (Tract No. 1), described in deed to Robert Blaine Payne, L.C. Johnston and Bryan W. Payne, recorded in Volume 553, Page 452 of the Deed Records of Denton County, Texas, also being a tract of land, described in deed to Susan Madole, Trustee, recorded in Instrument No. 2004-59070 of the Real Property Records of Denton County, Texas;

THENCE with the east line of Tract No. 1 and the east line of a tract of land (Tract 1), described in deed to Majestic Lewisville Partners II, L.P., recorded in Instrument No. 2005-55150 of the Real Property Records of Denton County, Texas, North 00°45'49" East, a distance of 220.89 feet to a point for corner in the southwesterly right-of-way line of Edmonds Lane (a variable width public right-of-way) for the southwest corner of TRACT ROW-1A and the beginning of a non-tangent curve to the right;

THENCE with the southwesterly right-of-way line of Edmonds Lane, the following courses and distances to wit:

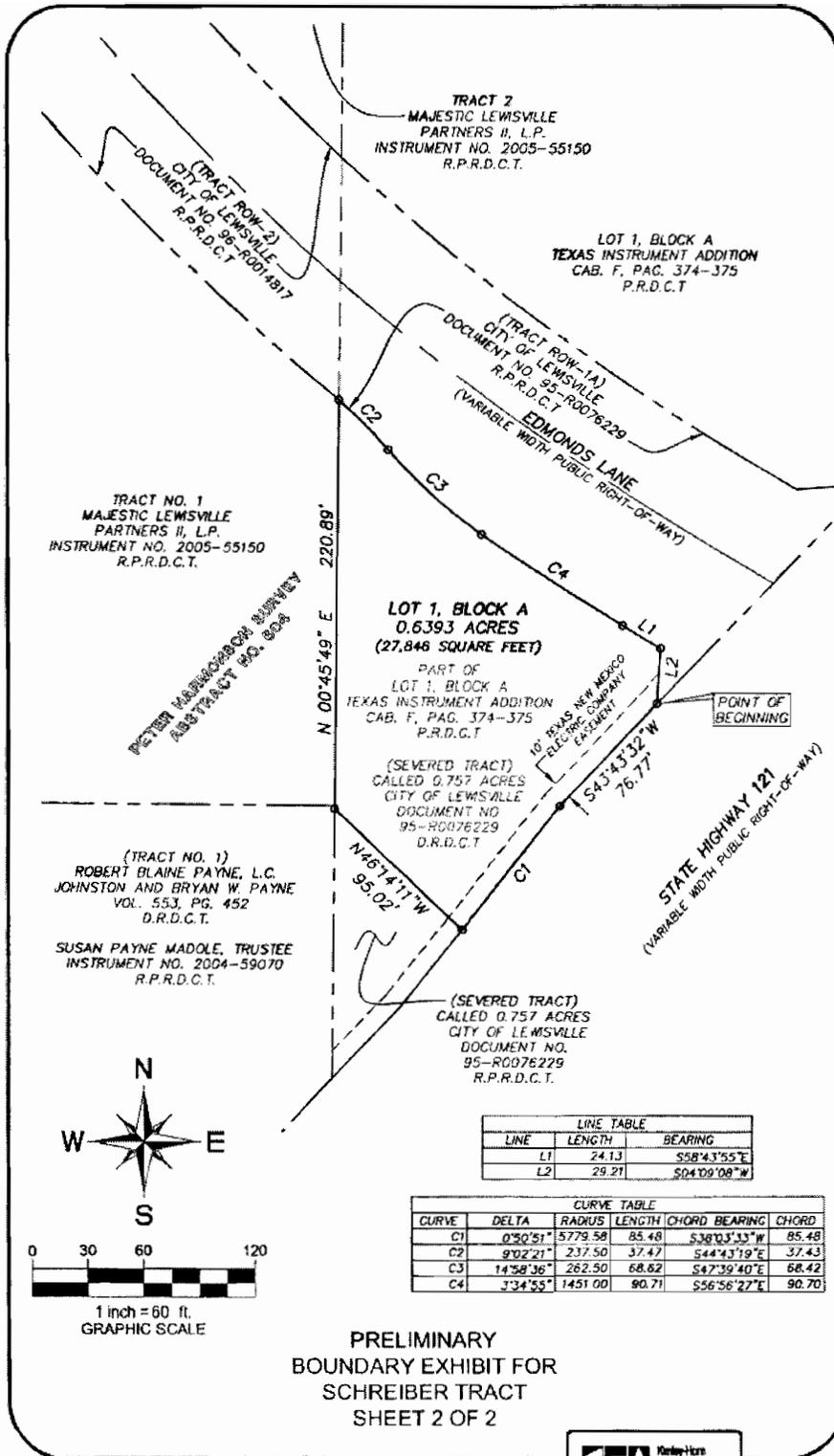
- Southeasterly, with the curve to the right, through a central angle of 9°02'21", having a radius of 237.50 feet, and a chord bearing and distance of South 44°43'19" East, 37.43 feet, an arc distance of 37.47 feet to a point for the beginning of a reverse curve to the left;
- Southeasterly, with the curve to the left, through a central angle of 14°58'36", having a radius of 262.50 feet, and a chord bearing and distance of South 47°39'40" East, 68.42 feet, an arc distance of 68.62 feet to a point for the beginning of a compound curve to the left;
- Southeasterly, with the curve to the left, through a central angle of 3°34'55", having a radius of 1451.00 feet, and a chord bearing and distance of South 56°56'27" East, 90.70 feet, an arc distance of 90.71 feet to a point for corner;
- South 58°43'55" East, a distance of 24.13 feet to a point for corner in the northerly end of a corner clip;

THENCE with the corner clip, South 04°09'08" West, a distance of 29.21 feet to the **POINT OF BEGINNING** and containing 0.6393 acres (27,846 square feet) of land.

PRELIMINARY
BOUNDARY EXHIBIT FOR
SCHREIBER TRACT
SHEET 1 OF 2



File: G:\P\AL\va-5063603\va5063603.dwg 07/27/2008 7:47am



File: G:\Work\103030001\Xenit L-SCHREIBER-TRACT.Lvs 6/1/2006 7:47am

ATTACHMa

ATTACHMENT D

20" Road Exhibit

BEING a tract of land situated in the Peter Hermonson Survey, Abstract no. 604, in the City of Lewisville, Denton County, Texas, and being all of an apparent and occupied public road (no record found) situated between the west line of a called 13.909 net acre tract of land conveyed to Sue Howell Roberts Sloan and Homer V. Howell, Trustee of the Matthew C. Roberts, III residual Trust Under Section VII of the Will of Matthew C. Roberts, III, as evidenced in a deed recorded under County Clerk's File No. 95-R0019128 and the occupied east line of a called Tract 6 conveyed to Susan Payne Madole, Trustee of the Catherine Pomeroy Payne Trust and the John McMahon Payne Trust, as evidenced in a deed recorded under County Clerk's Instrument No. 2004-59070, both of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), said tract being more particularly described by metes and bounds as follows:

BEGINNING at a TXDot right of way monument found for the occupied northeast corner of said Tract 6, same being the intersection of the southeast right of way line of State Highway No. 121 Business (a variable width right of way) with the west right of way line of said public road;

THENCE North 85°34'16" East, departing the occupied east line of said Tract 6 and crossing said public road, a distance of 36.37 feet to the south corner of a visibility clip at the intersection of the east right of way line of said public road with the southeast right of way line of said State Highway No. 121 Business, same being on the west line of said 13.909 net acre tract;

THENCE South 00°02'53" East, departing the southeast right of way line of said State Highway No. 121 Business, along the west line of said 13.909 net acre tract and the apparent east right of way line of said public road, a distance of 563.71 feet to the southwest corner of said 13.909 net acre tract, from said corner, a found 1/2-inch iron rod bears North 89°47'39" East, 6.82 feet;

THENCE South 89°47'39" West, departing the southwest corner of said 13.909 net acre tract and the east right of way line of said public road, and crossing said road, a distance of 34.73 feet to a corner in a fence line on the occupied east line of aforesaid Tract 6, same being the apparent west right of way line of said public road;

THENCE North 00°12'16" West, along the east line of said Tract 6, the west line of said public road and generally along said fence line, a distance of 561.03 feet to the **POINT OF BEGINNING** and containing 0.458 of an acre (19,962 square feet) of land, more or less.

Note:

1. Bearings based upon the southeast right of way line of State Highway No. 121 as depicted on the Plan of Proposed Right of way Project, S. H. No. 121, Denton county, TXDot Account No. 8018-1-69, said bearing being South 49°07'42" West.
2. "CM" indicates controlling monument.

1 of 2 SHEET	Scale:	NONE	ROAD RIGHT OF WAY ABANDONMENT P. HARMONSON SURVEY, ABST. NO. 604 CITY OF LEWISVILLE, DENTON COUNTY, TEXAS	 Kimley-Horn and Associates, Inc.
	Designed by:	MBM		
	Drawn by:	MBM		
	Checked by:	KHA		
	Date:	JAN, 2008		
	Project No:	06363002		
		15700 Park Central Dr., Suite 1000 Dallas, Texas 75228	Tel. No. (972) 770-1300 Fax No. (972) 238-3800	

PLOTTED BY: [blank]
 DATE PLOTTED: [blank]
 PLOT NAME: [blank]
 PLOT SAVED: [blank]

BEING a tract of land situated in the Peter Hermonson Survey, Abstract no. 604, in the City of Lewisville, Denton County, Texas, and being all of an apparent and occupied public road (no record found) situated between the west line of a called 13.909 net acre tract of land conveyed to Sue Howell Roberts Sloan and Homer V. Howell, Trusteed of the Matthew C. Roberts, III residual Trust Under Section VII of the Will of Matthew C. Roberts, III, as evidenced in a deed recorded under County Clerk's File No. 95-R0019128 and the occupied east line of a called Tract 6 conveyed to Susan Payne Madole, Trustee of the Catherine Pomeroy Payne Trust and the John McMahon Payne Trust, as evidenced in a deed recorded under County Clerk's Instrument No. 2004-59070, both of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), said tract being more particularly described by metes and bounds as follows:

BEGINNING at a TXDot right of way monument found for the occupied northeast corner of said Tract 6, same being the intersection of the southeast right of way line of State Highway No. 121 Business (a variable width right of way) with the west right of way line of said public road;

THENCE North 85°34'16" East, departing the occupied east line of said Tract 6 and crossing said public road, a distance of 36.37 feet to the south corner of a visibility clip at the intersection of the east right of way line of said public road with the southeast right of way line of said State Highway No. 121 Business, same being on the west line of said 13.909 net acre tract;

THENCE South 00°02'53" East, departing the southeast right of way line of said State Highway No. 121 Business, along the west line of said 13.909 net acre tract and the apparent east right of way line of said public road, a distance of 563.71 feet to the southwest corner of said 13.909 net acre tract, from said corner, a found 1/2-inch iron rod bears North 89°47'39" East, 6.82 feet;

THENCE South 89°47'39" West, departing the southwest corner of said 13.909 net acre tract and the east right of way line of said public road, and crossing said road, a distance of 34.73 feet to a corner in a fence line on the occupied east line of aforesaid Tract 6, same being the apparent west right of way line of said public road;

THENCE North 00°12'16" West, along the east line of said Tract 6, the west line of said public road and generally along said fence line, a distance of 561.03 feet to the **POINT OF BEGINNING** and containing 0.458 of an acre (19,962 square feet) of land, more or less.

Note:

1. Bearings based upon the southeast right of way line of State Highway No. 121 as depicted on the Plan of Proposed Right of way Project, S. H. No. 121, Denton county, TXDot Account No. 8018-1-69, said bearing being South 49°07'42" West.

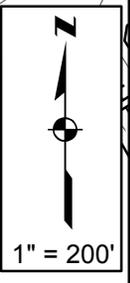
2. "CM" indicates controlling monument.

1 of 2 SHEET NUMBER	Scale: NONE	ROAD RIGHT OF WAY ABANDONMENT P. HARMONSON SURVEY, ABST. NO. 604 CITY OF LEWISVILLE, DENTON COUNTY, TEXAS	 Kimley-Horn and Associates, Inc.
	Designed by: MBM		
	Drawn by: MBM		
	Checked by: KHA		
	Date: JAN. 2008		
Project No: 06309302	12700 Park Central Blvd., Suite 1000 Dallas, Texas 75248 Tel. No. (972) 770-1300 Fax No. (972) 230-3000		

DATE: 1/15/08
 TIME: 10:51:08 AM
 USER: MCH/MBM
 FILE: C:\WORK\PROJECTS\06309302\06309302.dwg
 PLOT: 06309302.dwg







SUBJECT
PROPERTY

SH 121 BUS

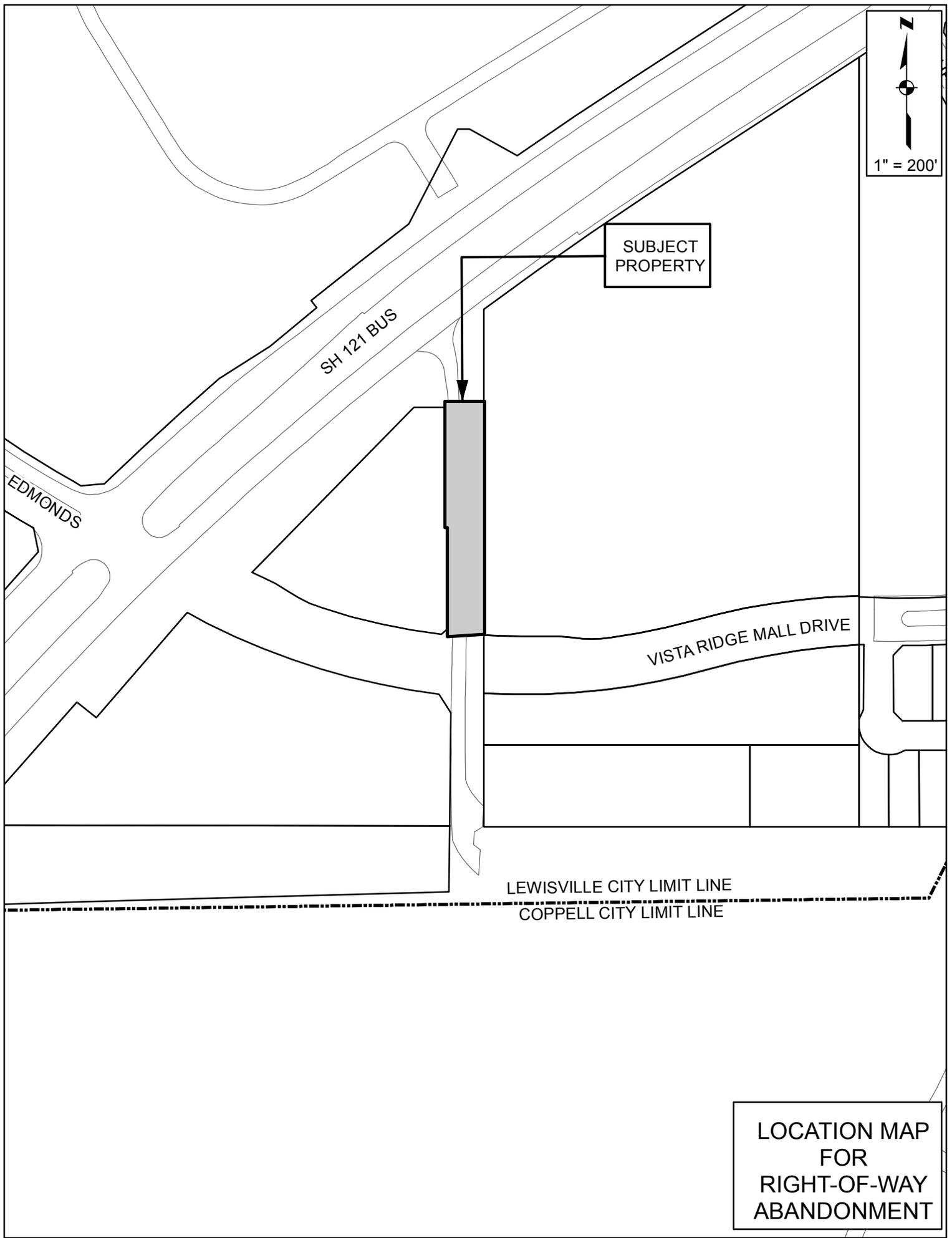
EDMONDS

VISTA RIDGE MALL DRIVE

LEWISVILLE CITY LIMIT LINE

COPELL CITY LIMIT LINE

LOCATION MAP
FOR
RIGHT-OF-WAY
ABANDONMENT



BOARD/COMMISSION

ARTS ADVISORY BOARD

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 2 of 2

MEMBERS	MONTHS												TOTALS	
	NAME/PLACE NO.	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
GENE CAREY PLACE NO. 6 CHAIRMAN (Lewisville Resident)	NM	NM	NM	P	P	NM	NM	NM	NM	P	P	NM	2	0
LATHAN WATTS PLACE NO. 7 (Lewisville Resident)	NM	NM	NM	A	A	NM	NM	NM	NM	A	A	NM	0	2
KEN LANNIN PLACE NO. 8 (Lewisville Resident)	NM	NM	NM	P	P	NM	NM	NM	NM	P	A	NM	1	1
PEGGY ATKERSON PLACE NO. 9 (Lewisville Resident)	NM	NM	NM	P	P	NM	NM	NM	NM	P	P	NM	2	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

REPORTING PERIOD

BLUE RIBBON 2025 VISION PLAN COMMITTEE

10/01/2014 - 12/31/2014

Page 2 of 2

MEMBERS		MONTHS												TOTALS		
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	
NAME/PLACE NO.																
TAMELA BOWIE PLACE NO. 5	10/23/2014											P			5	1
	10/30/2014											P				
	11/6/2014												P			
	11/13/2014												A			
	12/4/2014													P		
	12/18/2014													P		
KRISTIN GREEN PLACE NO. 6	10/23/2014											P			5	1
	10/30/2014											P				
	11/6/2014												P			
	11/13/2014												A			
	12/4/2014													P		
	12/18/2014													P		
TOYA GANT PLACE NO. 7	10/23/2014											P			6	0
	10/30/2014											P				
	11/6/2014												P			
	11/13/2014												P			
	12/4/2014													P		
	12/18/2014													P		
KAREN LOCKE PLACE NO. 8	10/23/2014											P			5	1
	10/30/2014											P				
	11/6/2014												P			
	11/13/2014												P			
	12/4/2014													A		
	12/18/2014													P		
RAY HERNANDEZ PLACE NO. 9	10/23/2014											P			6	0
	10/30/2014											P				
	11/6/2014												P			
	11/13/2014												P			
	12/4/2014													P		
	12/18/2014													P		

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
CDBG ADVISORY COMMITTEE

REPORTING PERIOD
10/01/2014 - 12/31/2014

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS	
		DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
TAMELA BOWIE PLACE NO. 1	10/21/14	P			P			P			NM			2	0
	11/18/15		NM		P				NM		P				
	12/2/2014 (SP)			NM	P					P		P			
	12/16/14					P						NM			
							P								
ERIC PAGE PLACE NO. 2 CHAIRMAN	10/21/14	P			P			P			NM		2	0	
	11/18/15		NM		P				NM		P				
	12/2/2014 (SP)			NM	P					P		P			
	12/16/14					P						NM			
							P								
SARAH MCLAIN PLACE NO. 3	10/21/14	P			P			P			NM		2	0	
	11/18/15		NM		P				NM		P				
	12/2/2014 (SP)			NM	P					P		P			
	12/16/14					P						NM			
							A								
JUDY FERGUSON PLACE NO. 4	10/21/14	A			P			P			NM		1	1	
	11/18/15		NM		P				NM		A				
	12/2/2014 (SP)			NM	P					A		P			
	12/16/14					P						NM			
							P								
FRANK VAUGHN PLACE NO. 5 (Resigned 12/1/14)	10/21/14	A			P			P			NM		0	1	
	11/18/15		NM		P				NM		A				
	12/2/2014 (SP)			NM	A					A					
	12/16/14					P									
							P								
ROBERT PAUL PLACE NO. 6	10/21/14	P			P			A			NM		1	1	
	11/18/15		NM		P				NM		P				
	12/2/2014 (SP)			NM	P					P		A			
	12/16/14					P						NM			
							P								
Debbie Fu PLACE NO. 7 VICE-CHAIR	10/21/14	P			P			P			NM		2	0	
	11/18/15		NM		P				NM		P				
	12/2/2014 (SP)			NM	P					P		P			
	12/16/14					A						NM			
							A								

= No Meeting due to lack of quorum. * designates absence

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
KAREN BOENKER PLACE NO. 1		NM			NM			NM			NM				0	0
			NM			NM			NM			NM				
				NM				NM			NM		NM			
MICHAEL COLEMAN PLACE NO. 2		NM			NM			NM			NM			0	0	
			NM			NM			NM			NM				
				NM				NM			NM		NM			
JOEL BRENT DANIELS PLACE NO. 3		NM			NM			NM			NM			0	0	
			NM			NM			NM			NM				
				NM				NM			NM		NM			
ALVIN TURNER PLACE NO. 4		NM			NM			NM			NM			0	0	
			NM			NM			NM			NM				
				NM				NM			NM		NM			
BILL PRICE PLACE NO. 5		NM			NM			NM			NM			0	0	
			NM			NM			NM			NM				
				NM				NM			NM		NM			
JAROD VARNER PLACE NO. 6		NM			NM			NM			NM			0	0	
			NM			NM			NM			NM				
				NM				NM			NM		NM			
JAMES DAVIS PLACE NO. 7		NM			NM			NM			NM			0	0	
			NM			NM			NM			NM				
				NM				NM			NM		NM			

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

LEWISVILLE HOUSING FINANCE CORPORATION

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
CHARLES EMERY PLACE NO. 1		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
STEVE GRIFFIN PLACE NO. 2		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
R.L. CRAWFORD PLACE NO. 3		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
MARY E. SMITH PLACE NO. 4		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
HURL SCRUGGS PLACE NO. 5		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0

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ATTENDANCE REPORT

BOARD/COMMISSION

LEWISVILLE INDUS. DEVEL. AUTH.

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
R.L. CRAWFORD PLACE NO. 1		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		
															0	0
MARY E. SMITH PLACE NO. 2		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM			
															0	0
STEVE GRIFFIN PLACE NO. 3		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		
															0	0
HURL SCRUGGS PLACE NO. 4		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		
															0	0
CHARLES EMERY PLACE NO. 5		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM		
															0	0

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

LIBRARY BOARD

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS	
		DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
JAMES F TUCKER III PLACE NO. 1	10/15/2014	A			NM			NM			NM			1	1
	11/19/2014		NM			P			A			A			
	12/17/2014			P			NM			NM			P		
JENNIFER B. LINDE PLACE NO. 2	10/15/2014	P			NM			NM			NM			2	0
	11/19/2014		NM			A			P			P			
	12/17/2014			P			NM			NM			P		
KATHALEEN RODRIGUEZ PLACE NO. 3	10/15/2014	P			NM			NM			NM			2	0
	11/19/2014		NM			P			P			P			
	12/17/2014			P			NM			NM			P		
JEAN FERGUSON PLACE NO. 4 CHAIRMAN	10/15/2014	A			NM			NM			NM			2	0
	11/19/2014		NM			A			P			P			
	12/17/2014			P			NM			NM			P		
TOBY FABER PLACE NO. 5	10/15/2014	P			NM			NM			NM			2	0
	11/19/2014		NM			P			P			P			
	12/17/2014			P			NM			NM			P		
ROSARIO KLIER PLACE NO. 6	10/15/2014	P			NM			NM			NM			2	0
	11/19/2014		NM			P			A			P			
	12/17/2014			A			NM			NM			P		
CAROLYN RICHARD PLACE NO. 7 VICE-CHAIRMAN	10/15/2014	P			NM			NM			NM			1	1
	11/19/2014		NM			A			P			P			
	12/17/2014			P			NM			NM			A		

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ATTENDANCE REPORT

BOARD/COMMISSION

OIL AND GAS ADVISORY BOARD

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
DAVE LEOPOLD PLACE NO.1	Dec 11th													P	1	0
JENNIFER WHITAKER PLACE NO. 2	Dec 11th													P	1	0
ROBBY GALLEY PLACE NO. 3	Dec 11th													P	1	0
STEVE SOUTHWELL PLACE NO. 4 CHAIRPERSON	Dec 11th													P	1	0
AARON THESMAN PLACE NO. 5	Dec 11th													P	1	0
KATHI STOCK PLACE NO. 6	Dec 11th													A	0	1
RAYMOND DANIELS PLACE NO. 7	Dec 11th													P	1	0

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ATTENDANCE REPORT

BOARD/COMMISSION

OLD TOWN DESIGN REVIEW COMMITTEE

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 1 of 2

MEMBERS		MEETINGS	MONTHS											TOTALS		
NAME/PLACE NO.		TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
CASEY DUNN PLACE NO. 1	10/13/2014	P				P			P			P			4	1
	10/27/2014	P				P			P			P				
	11/10/2014		NM				NM			A			A			
	11/24/2014		P				P			P			NM			
	12/8/2014				NM		NM					P		P		
	12/22/2014				NM			P			P			P		
								A								
AMANDA FERGUSON PLACE NO. 2 CHAIRPERSON	10/13/2014	P				P			P			A			3	2
	10/27/2014	P				P			A			P				
	11/10/2014		NM				NM			P			P			
	11/24/2014		P				P			P			NM			
	12/8/2014				NM		NM				P			P		
	12/22/2014				NM			P			P			A		
								P								
SHARON ELLIS PLACE NO. 3 VICE-CHAIRPERSON	10/13/2014	P				P			P			A			2	3
	10/27/2014	A				P			P			A				
	11/10/2014		NM				NM			P			P			
	11/24/2014		P				A			P			NM			
	12/8/2014				NM		NM				P			P		
	12/22/2014				NM			P			P			A		
								PP								
ANDREA FOWLER PLACE NO. 4 APPOINTED 6/16/2014 DANIEL LONGACRE RESIGNED 5/12/16	10/13/2014	P				A			P			P			3	2
	10/27/2014	P				P			P			A				
	11/10/2014		NM				NM			P			P			
	11/24/2014		P				Vac			P			NM			
	12/8/2014				NM		Vac				P			P		
	12/22/2014				NM			Vac			A			A		
								P								

ATTENDANCE REPORT

BOARD/COMMISSION

OLD TOWN DESIGN REVIEW COMMITTEE

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 2 of 2

MEMBERS		MONTHS												TOTALS	
NAME/PLACE NO.		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
DOUG KILLOUGH PLACE NO. 5	10/13/2014	A			P			P			P			2	3
	10/27/2014	A			P			P			P				
	11/10/2014		NM			NM			A			A			
	11/24/2014		A			P			P			NM			
	12/8/2014			NM		NM				A			A		
	12/22/2014			NM			P			P			A		
							A								
BILL PECK ARCHITECT (NON-VOTING)	10/13/2014	P			P			P			P			4	1
	10/27/2014	P			P			P			P				
	11/10/2014		NM			NM			P			P			
	11/24/2014		P			P			P			NM			
	12/8/2014			NM		NM				P			P		
	12/22/2014			NM			A			P			A		
							P								

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ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
PARK BOARD

REPORTING PERIOD
10/01/2014 - 12/31/2014

Page 1 of 2

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
JIM DOMER PLACE NO. 1	10/8/2014	N/M			N/M			A				N/M			2	0
	11/12/2014		P			P			N/M			P				
	12/10/2014			A			P			P			P			
WILLIAM SHULL PLACE NO. 2	10/8/2014	N/M			N/M			P				N/M		1	1	
	11/12/2014		A			P			N/M			A				
	12/10/2014			P			P			P			P			
RICHARD OROPEZA PLACE NO. 3	10/8/2014	N/M			N/M			A				N/M		2	0	
	11/12/2014		P			P			N/M			P				
	12/10/2014			P			P			P			P			
ROBERT TROYER PLACE NO. 4	10/8/2014							P				N/M		2	0	
	11/12/2014								N/M			P				
	12/10/2014									P			P			
ROBERT SOLETE PLACE NO. 5 CHAIRMAN	10/8/2014	N/M			N/M			P				N/M		2	0	
	11/12/2014		P			P			N/M			P				
	12/10/2014			P			P			P			P			
JAMES COLLIER PLACE NO. 6	10/8/2014	N/M			N/M			P				N/M		2	0	
	11/12/2014		P			A			N/M			P				
	12/10/2014			P			P			P			P			
MICHAEL POPE PLACE NO. 7	10/8/2014	N/M			N/M			P				N/M		2	0	
	11/12/2014		P			P			N/M			P				
	12/10/2014			P			P			P			P			

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ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

PARK BOARD

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 2 of 2

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
DAVID ADKISSON PLACE NO. 8	10/8/2014	N/M				N/M			P			N/M			2	0
	11/12/2014		P				P			N/M			P			
	12/10/2014			P				P			P			P		
CALLY BROWNING PLACE NO. 9 VICE CHAIRMAN	10/8/2014	N/M				N/M			P			N/M			2	0
	11/12/2014		A				P			N/M			P			
	12/10/2014			P				P			A			P		

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ATTENDANCE REPORT

BOARD/COMMISSION

PLANNING & ZONING COMMISSION

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 1 of 2

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
SEAN KIRK PLACE NO. 1 VICE CHAIRMAN KAREN BOENKER RESIGNED	10/7/2014	P			A			A				P			3	1
	10/21/14	NM			P			P				A				
	11/4/14		A			P			P				NM			
	11/18/14		NM			NM			P				P			
	12/2/14			NM			P			P				P		
	12/16/14			NM			P				NM			NM		
BRANDON JONES PLACE NO. 2	10/7/2014	A			A			A				P			4	0
	10/21/14	NM			A			A				P				
	11/4/14		P			P			P				NM			
	11/18/14		NM			NM			P				P			
	12/2/14			NM			P			P				P		
	12/16/14			NM			P				NM			NM		
JOEL BRENT DANIELS PLACE NO. 3 (APPOINTED 1/23/12)	10/7/2014	P			P			P				A			2	2
	10/21/14	NM			P			P				P				
	11/4/14		P			P			P				NM			
	11/18/14		NM			NM				A			P			
	12/2/14			NM			P				P			A		
	12/16/14			NM			P				NM			NM		
ALVIN TURNER PLACE NO. 4	10/7/2014	P			P			P				P			4	0
	10/21/14	NM			P			A				P				
	11/4/14		P			P			P				NM			
	11/18/14		NM			NM				A			P			
	12/2/14			NM			P				P			P		
	12/16/14			NM			P				NM			NM		
STEPHEN C BYARS PLACE NO. 5	10/7/2014	P			A			P				P			3	1
	10/21/14	NM			P			P				P				
	11/4/14		P			P			P				NM			
	11/18/14		NM			NM				A			A			
	12/2/14			NM			P				P			P		
	12/16/14			NM			P				NM			NM		

ATTENDANCE REPORT

BOARD/COMMISSION

PLANNING & ZONING COMMISSION

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 2 of 2

MEMBERS		MONTHS												TOTALS	
NAME/PLACE NO.		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
KRISTIN GREEN PLACE NO. 6	10/7/2014	A			P			A			A			3	1
	10/21/14	NM			P			P			P				
	11/4/14		P			P			P			NM			
	11/18/14		NM			NM			P			P			
	12/2/14			NM			P			P			P		
	12/16/14			NM			P			NM			NM		
JAMES DAVIS PLACE NO. 7 CHAIRMAN	10/7/2014	P			P			P			P			3	1
	10/21/14	NM			A			P			A				
	11/4/14		P			P			P			NM			
	11/18/14		NM			NM			P			P			
	12/2/14			NM			P			P			P		
	12/16/14			NM			P			NM			NM		

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ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
TAX INCREMENT REINVESTMENT
ZONE, NUMBER ONE

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPER	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
TAMELA BOWIE PLACE NO. 1		P				NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
AMANDA FERGUSON PLACE NO. 2		P				NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
SCOTT STRANGE PLACE NO. 3		A				NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
KELLIE F. STOKES PLACE NO. 4 CHAIRPERSON		P				NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
BILL PECK PLACE NO. 5		P				NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
DONNA KEARNS PLACE NO. 6		A				NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
STEVE KUZMICH PLACE NO. 7 VICE-CHAIRMAN		P				NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0

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NQ = No Quorum

NM = No Meeting

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
TAX INCREMENT REINVESTMENT
ZONE, NUMBER TWO

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPER	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
LATHAN WATTS PLACE NO. 1		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
DONALD B. HUFFINES PLACE NO. 2		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
MITCHELLE D. VINER PLACE NO. 3		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
BRANDON JONES PLACE NO. 4		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
RAY HERNANDEZ PLACE NO. 5		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
GENE CAREY PLACE NO. 6		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0
RONNI CADE PLACE NO. 7		NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	0	0

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NQ = No Quorum

NM = No Meeting

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
TRANSPORTATION BOARD

REPORTING PERIOD
 10/01/2014 - 12/31/2014

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
SEAN M. KIRK PLACE NO. 1 VICE CHAIRMAN									NM	NM		NM		NM	1	0
	2-Sep-14										P					
	18-Nov-14												P			
BRANDON JONES PLACE NO. 2		NM	NM	NM	NM	NM		NM	NM		NM		NM	1	0	
	17-Jun-14							P								
	2-Sep-14										P					
JOEL BRENT DANIELS PLACE NO. 3		NM	NM	NM	NM	NM		NM	NM		NM		NM	1	0	
	17-Jun-14							P								
	2-Sep-14										P					
ALVIN TURNER PLACE NO. 4		NM	NM	NM	NM	NM		NM	NM		NM		NM	1	0	
	17-Jun-14							P								
	2-Sep-14										P					
STEPHEN C. BYARS PLACE NO. 5		NM	NM	NM	NM	NM		NM	NM		NM		NM	0	1	
	17-Jun-14							P								
	2-Sep-14										P					
KRISTIN GREEN PLACE NO. 6		NM	NM	NM	NM	NM		NM	NM		NM		NM	1	0	
	17-Jun-14							P								
	2-Sep-14										P					
JAMES DAVIS PLACE NO. 7 CHAIRMAN		NM	NM	NM	NM	NM		NM	NM		NM		NM	1	0	
	17-Jun-14							P								
	2-Sep-14										P					
	18-Nov-14											P				

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ATTENDANCE REPORT

BOARD/COMMISSION

ZONING BOARD OF ADJUSTMENT

REPORTING PERIOD

10/01/2014 - 12/31/2014

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
TOM JENSEN PLACE NO.1	10/1/2014	NM			NM	P	NM	P				P			1	0
	11/5/2014		A						P				NM			
	12/3/2014			A							P			NM		
ANTONIO GALLIZZI PLACE NO. 2	10/1/2014	NM				P		A				P			1	0
	11/5/2014		P						A				NM			
	12/3/2014			P							P			NM		
MARYELLEN MIKSA PLACE NO. 3	10/1/2014	NM				P		P				P			1	0
	11/5/2014		P							P			NM			
	12/3/2014			P							P			NM		
DEBBIE INGLEDUE PLACE NO. 4 VICE CHAIRPERSON	10/1/2014	NM				P		P				A			0	1
	11/5/2014		A							P			NM			
	12/3/2014			P										NM		
JOEL BRENT DANIELS PLACE NO. 5 P&Z REPRESENTATIVE	10/1/2014	NM				P		P				P			1	0
	11/5/2014		P							P			NM			
	12/3/2014			P							P			NM		
JAMES COLLIER ALTERNATE #1	10/1/2014	NM				P		P				P			1	0
	11/5/2014		P							P			NM			
	12/3/2014			P							P			NM		
ROY WIEGMANN ALTERNATE #2	10/1/2014							A				P			1	0
	11/5/2014									A			NM			
	12/3/2014										P			NM		

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