



Lewisville City Council

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



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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
MAY 16, 2016**

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

**WORKSHOP SESSION –
IMMEDIATELY TO START FOLLOWING CONCLUSION OF
FIRE/CRIME CONTROL MEETING**

REGULAR SESSION - 7:00 P.M.

Call to Order and Announce a Quorum is Present.

**WORKSHOP SESSION - IMMEDIATELY TO START FOLLOWING CONCLUSION
OF FIRE/CRIME CONTROL MEETING**

- A. Discussion of Old Town Parking Issues
- B. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION - 7:00 P.M.

- A. **INVOCATION:** Mayor Durham
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Daniels
- C. **CANVASS OF OFFICIAL RETURNS**
 - 1. Canvass of the May 7, 2016 Special Election Held on May 7, 2016, on the Continuation of the City of Lewisville Fire Control, Prevention, and Emergency Medical Services District and the City of Lewisville Fire Control, Prevention, and Emergency Medical Services District Sales and Use Tax of One-Eighth of One Percent Sales Tax for a Period of 20 Years.
 - 2. Canvass of the May 7, 2016 Special Election Held on May 7, 2016, on the Continuation of the City of Lewisville Crime Control and Prevention District and the City of Lewisville Crime Control and Prevention District Sales Tax of One-Eighth of One Percent Sales Tax for a Period of 20 Years.

**AGENDA
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3. Consideration of a Resolution Declaring the Results of the Special Election Held on May 7, 2016, on the Continuation of the City of Lewisville Fire Control, Prevention, and Emergency Medical Services District and the City of Lewisville Fire Control, Prevention, and Emergency Medical Services District Sales and Use Tax of One-Eighth of One Percent Sales Tax for a Period of 20 Years.
 4. Consideration of a Resolution Declaring the Results of the Special Election Held on May 7, 2016, on the Continuation of the City of Lewisville Crime Control and Prevention District and the City of Lewisville Crime Control and Prevention District Sales Tax of One-Eighth of One Percent for a Period of 20 Years.
 5. Presentation of Certificates of Election by Mayor Durham and Oath-of-Office to Newly Elected Council Members – Place No. 4 and Place No. 5 by Judge Brian Holman
- D. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D, Section 551.074 (PERSONNEL): Discussion of Election of Mayor Pro Tem and Deputy Mayor Pro Tem.
- E. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- F. **PROCLAMATION:** Declare June 4, 2016 as, “National Trails Day”
- G. **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.
- H. **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.
1. **APPROVAL OF MINUTES:** City Council Minutes of the May 2, 2016, Workshop Session and Regular Session.
 2. **Approval of a Bid Award for the Serendipity Phase 2 Improvement Project to Tiseo Paving Company, Mesquite, Texas in the Amount of \$2,999,300.48; Which Includes \$142,823.83 for Contingencies; and Authorization for the City Manager to Execute the Contract.**

**AGENDA
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ADMINISTRATIVE COMMENTS:

A total of twenty (20) bid invitations were downloaded from Bidsync.com. A total of three (3) bids were received and opened April 7, 2016. This project consists of improvements relating to water line and sanitary sewer, storm drain and paving reconstruction of five streets within the Serendipity subdivision including Madison Circle, Foxcreek Drive, Kemper Court, Wildfire Drive and Foxwood Place. Funds are available in the Serendipity Capital Project.

RECOMMENDATION:

That the City Council approves the contract as set forth in the caption above.

- 3. Approval of a Contract Award for Wrecker Service to Brad's Towing Service, Lewisville, Texas; and Authorization for the City Manager to Execute the Contract.**

ADMINISTRATIVE COMMENTS:

A total of six (6) requests for proposals were downloaded from Bidsync.com. A total of two (2) proposals were received and opened January 7, 2016. Based on the evaluation matrix included in the request for proposals, Brad's Towing Service received the highest evaluation score and is being recommended for award. This contract covers wrecker service, as well as the operation and maintenance of a vehicle impound and storage facility, including the auctioning of unclaimed vehicles. The term of the contract will be twelve (12) months, with option to extend for up to two (2) additional twelve-month periods.

RECOMMENDATION:

That the City Council approves the contract as set forth in the caption above.

- 4. Approval of a Wholesale Treated Water Contract Between the City of Dallas and City of Lewisville; and Authorization for the City Manager or Her Designee to Execute the Contract.**

**AGENDA
LEWISVILLE CITY COUNCIL
MAY 16, 2016**

ADMINISTRATIVE COMMENTS:

The City of Lewisville purchases both Wholesale Treated and Untreated Water from the City of Dallas. The current Wholesale Water Contract will expire June 4, 2016. The new contract term is for 30 years with an expiration date of June 4, 2046. The new contract extends the current available treated water capacity (33.4 Million Gallons per Day) to be utilized over the term of the contract and provides additional language for future delivery points and additional water supply requests. No major modifications to the contract were made during the negotiations.

RECOMMENDATION:

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

- 5. Approval of a Professional Services Agreement With RJN Group, Inc., in the Amount of \$146,160 for Design and Engineering Services Related to the IH-35 Water and Sanitary Sewer Line Rehabilitation Project, and a Project Design Budget of \$156,160 Which Includes \$10,000 for Contingencies; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

The IH-35 Water and Sanitary Sewer Line Rehabilitation Project consists of approximately 1,435 feet of 8-inch sewer, 515 feet of 12-inch sewer and 3950 feet of 12-inch waterline along southbound frontage road of IH-35 from Bellaire Blvd. to Corporate Drive. The Project also includes construction of 330 feet of 12-inch sanitary sewer line constructed by boring across IH-35 near Bennett Lane. Staff has negotiated a Professional Services Agreement with RJN Group, Inc. in the amount of \$146,160.00 for the project. A total design budget of \$156,160.00 is requested, which includes \$10,000.00 for contingencies. Funding is available in the 2013 Waterline Replacement Capital project.

RECOMMENDATION:

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

- 6. Approval of an Economic Development Agreement By and Between the City of Lewisville and Hard Sun 100, LLC; and Authorization for the City Manager to Execute the Agreement.**

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MAY 16, 2016**

ADMINISTRATIVE COMMENTS:

Hard Sun 100, LLC, owner of the building at 119 East Main Street (Lewisville Feed Mill), will be renovating the current building and converting the space to a restaurant. They are projected to invest \$1,114,800 in renovations, façade improvements, parking and installation of both sewer taps and a grease trap. The proposed agreement provides for a reimbursement grant for certain actual expenses not to exceed \$254,000.

RECOMMENDATION:

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

- 7. Approval of the Fiscal Year 2015-2016 Mid-Year Budget Report; Approval of a Supplemental Appropriation for Mid-Year Changes in the Following Amounts: General Fund \$1,600,000; Utility Fund \$286,438; Health Fund \$1,500,000; 4B Fund \$123,796; Lewisville 2025 Implementation Fund \$375,981; Police and Fire Training Fund \$94,458; Hotel Motel Fund \$50,492; Recreation Fund \$56,262; Community Activities Fund \$61,550; and Court Security Fund \$27,050.**

ADMINISTRATIVE COMMENTS:

At the completion of the first six months of the fiscal year, staff conducts a review and provides a report on the financial status of all funds in relation to the authorized budget. Detailed fund information is provided as back up to this item. In summary, revenue is anticipated to end the year at or above budget projections. All fund expenditures are anticipated to remain within the operating budget with the exception of the listed supplemental appropriations. Most of the supplemental appropriations are needed to properly account for approved expenditures previously authorized by the City Council; with the exception of the Health Fund supplement which is needed due to an abnormally bad year for the City Health Plan. The supplement in the Utility Fund is needed to cover expenses related to a recent flooding incident which caused inflow and infiltration issues. Further detail on all supplemental requests are included in the back up information.

RECOMMENDATION:

That the City Council approve the FY 2015-2016 Mid-Year budget report and supplemental appropriations as stated in the caption above.

**AGENDA
LEWISVILLE CITY COUNCIL
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I. REGULAR HEARINGS:

- 8. Consideration of the Final Plat of Castle Hills Village Center, Lots 2R-1 Thru 2R-12, 2R-13X, 2R-14 Thru 2R-20, 2R-21X, 2R-22 and 3R-2R, Block A; Containing 7.154-Acres, With a Zoning Designation of General Business Two (GB-2) and Townhouse Two (TH-2), and Five Associated Variances; Located on the Southeast Corner of King Arthur Boulevard and Lady Lore Lane, as Requested by Brian Dench, P.E. of Land Design, on Behalf of the Owner.**

ADMINISTRATIVE COMMENTS:

The subject plat is located within Castle Hills in the City of Lewisville Extra Territorial Jurisdiction (ETJ) and is to be developed in accordance with the 1996 Castle Hills Agreement. The subject property is being replatted for the purpose of constructing a mixed use building on a portion of the site and single-family attached residential units on the remainder. The plat has five variances associated with its development including: a) To allow TH-2 zoning for Lots 2R-1 thru 2R-21X of Block A; b) To allow Lots 2R-14 thru 2R-20, Block A, to front onto a private access easement with a 10-foot Sidewalk and Utility Easement in lieu of a public street. The private access easement will be maintained by Castle Hills HOA; c) To allow Lots 2R-1, 2R-19 and 2R-20 of Block A to have a minimum lot dimension less than the required 75-foot minimum depth; d) To allow Lots 2R-17 thru 2R-20, Block A to have a minimum garage setback of 18-feet in lieu of the required 20-feet from the back of curb; and e) To waive the alley requirement for lots less than 10,000 square feet. The Planning and Zoning Commission recommended unanimous approval of the plat and requested variances (7-0) at their May 3, 2016, meeting.

RECOMMENDATION:

That the City Council approves the variances as set forth in the caption above.

- 9. Consideration of a Variance to the 1996 Castle Hills Agreement Section VII(4) Regarding Screening Devices Between Commercial and Residential Uses For Castle Hills Village Shops Phase 5, Lot 2R-22, Block A, as Requested by Brian Dench, P.E. of Land Design, on Behalf of the Owner.**

**AGENDA
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ADMINISTRATIVE COMMENTS:

The subject property is located within Castle Hills in the City of Lewisville Extra Territorial Jurisdiction (ETJ) and is to be developed in accordance with the 1996 Castle Hills Agreement. The subject property is being developed for the purpose of constructing a mixed use infill product with a commercial ground floor with residential units above, adjacent to proposed townhouse development that will share a common access easement.

RECOMMENDATION:

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

- 10. Consideration of a Request to Utilize Associated City Property at the Toyota of Lewisville Railroad Park for the CASA of Denton County TollTag Triathlon Fundraising Event; and Consideration of a Variance to the Lewisville City Code Section 2-201 Regarding Waiving Special Event Permit Fees, as Requested by Sherri Gideon, Executive Director, Representing CASA of Denton County.**

ADMINISTRATIVE COMMENTS:

CASA of Denton County is planning the fifth annual triathlon event for June 12, 2016, at Toyota of Lewisville Railroad Park. This event was previously hosted by the Kiwanis Club of Southern Denton County with all proceeds given to support CASA of Denton County. Beginning in 2015, CASA of Denton County began hosting the event. The event will be operated in the same manner as previous ones with no significant changes. In addition to a request for a permit, CASA is requesting a waiver of fees and use of City property for the fundraising event. All profits will continue to be used to support CASA of Denton County. City Council approved a similar request for the last four years. The total amount of the request for waiver of fees for this event is \$7,398.40.

RECOMMENDATION:

That the City Council approves the variance and use of City property as set forth in the caption above.

- 11. Consideration of an Ordinance Amending Sections 6-121 and 9.5-121 of the Lewisville City Code to Amend Tree Requirements.**

**AGENDA
LEWISVILLE CITY COUNCIL
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ADMINISTRATIVE COMMENTS:

Staff proposes revisions to Chapters 6 and 9.5 of the Lewisville City Code to amend tree removal and mitigation requirements. Staff has attached two versions of the same ordinance for City Council's consideration. Both versions specify when approval will be required to remove trees and impose additional penalties if trees are removed without prior approval from the City. Version 1 proposes tree species that can be removed from the approved tree list and proposes tree species that can be added to the protected tree list. Version 2 excludes these changes to the tree lists.

RECOMMENDATION:

That the City Council approve either Version 1 or Version 2 of the proposed ordinance as set forth in the caption above.

AVAILABLE FOR - Claire Swann, Assistant City Manager
QUESTIONS: - Cleve Joiner, Director of Neighborhood Services

- 12. Consideration of an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2016 Rate Review Mechanism Filings; Declaring Existing Rates to be Unreasonable; Adopting Tariffs That Reflect Rate Adjustments Consistent With the Negotiated Settlement.**

ADMINISTRATIVE COMMENTS:

On March 1, 2016, Atmos made a Rate Review Mechanisms (RRM) Tariff filing requesting \$35.4 million additional revenues on a system-wide basis. The City, along with other cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The Rate Review Mechanism Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been utilized for the previous three filings and rate cases. The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement of \$29.9M resolving the 2016 RRM filing, and implementing the rate change.

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RECOMMENDATION:

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

- J. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- ◆ Quarterly Investment Report From January 1, 2016 – March 31, 2016
- K. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.072 (Real Estate): Property Acquisition
 2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- L. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- M. **ADJOURNMENT**

<p>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 <u>Texas Government Code</u> 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).</p>

Old Town Parking

PRESENTED BY: RUSS KERBOW, CHIEF OF POLICE

Old Town Parking

- Parking Issues in Old Town
- Review Parking Inventory in Old Town
- Review of Area Cities: Denton, Grapevine and McKinney
- Main St. Pedestrian Crossing
- Public Parking Options



Old Town Parking

- Parking Issues:
 - Perceived Lack of Adequate Parking
 - Loading Zone
 - North Alley Parking on Main – Public Spaces?
 - Pedestrian Crosswalk on Main St. Enforcement



Old Town Parking



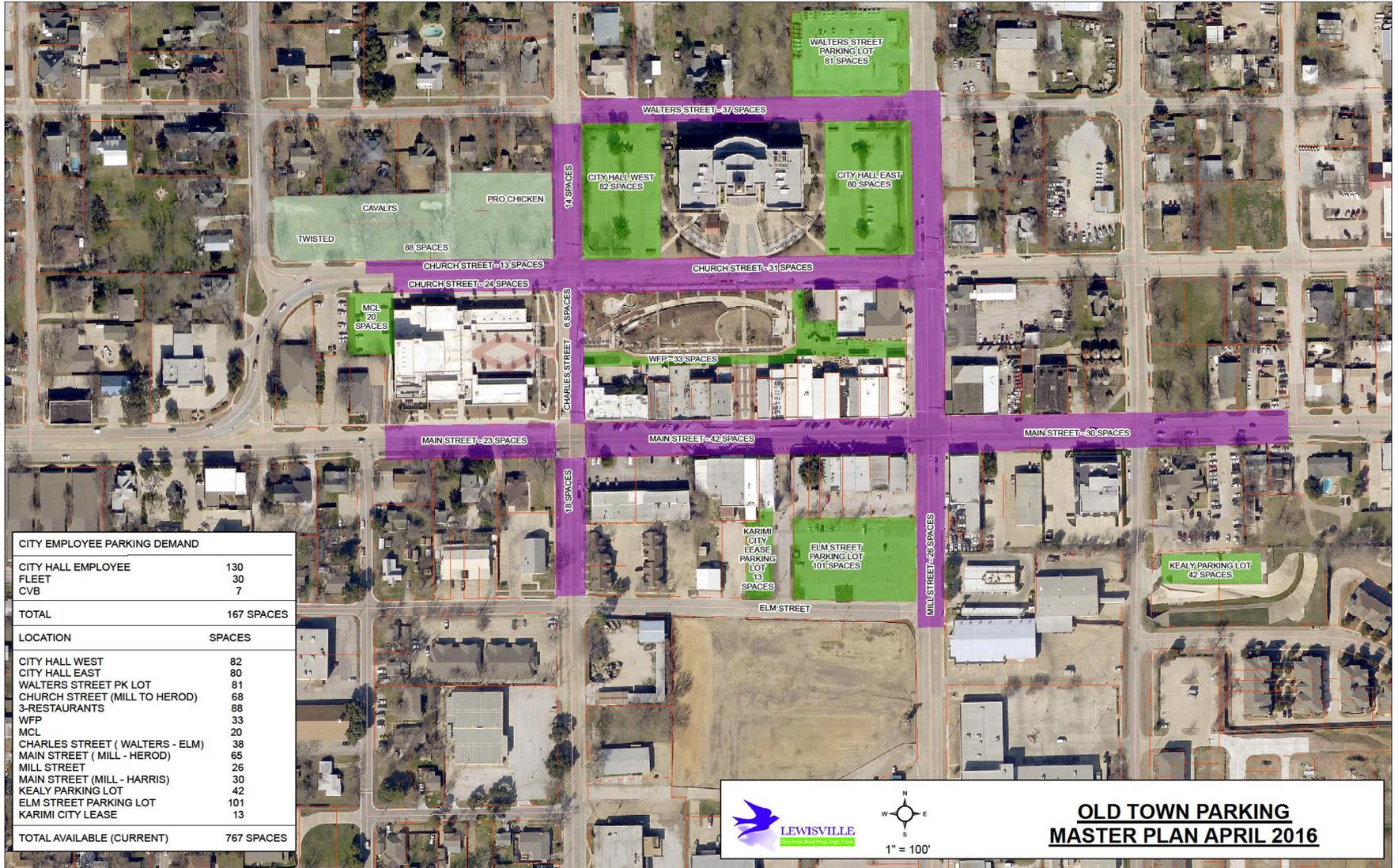
Picture taken on April 21, 2016 at 1:50 p.m.

Old Town Parking

- Programmed Parking Inventory in Old Town:
 - 767 parking spaces considered public parking (includes street parking)
 - Even the most remote parking is within easy walking distance, normally a quarter to a third of a mile



Old Town Parking



Old Town Parking

Public Parking Options:

- Consider creating an ordinance to deal with public parking:
 - *Parking On or Over the Lines* – parked so as to prohibit parking in the space next to yours
 - *Parking in Other than a Parking Space* – parking in an area where no parking space is provided
 - *Loading Zone Parking* – designate alley on north side of Main St. as a loading zone w/20 minute limit
 - *Two-hour Parking* - 8:00 a.m. – 6:00 p.m. Monday through Saturday (consider dropping Saturdays)
 - *Overnight Parking* – parking from sunset to sunrise prohibited

Old Town Parking

Comparison of Denton, Grapevine & McKinney

➤ Denton

- No parking space data available
- Town Square with head-in parking around the perimeter
- Limit of two-hour parking, Monday - Friday 8am to 5pm
- Back-in only parking on Hickory west of the square
- Several public parking lots within a few blocks of square

➤ Grapevine

- 944 public parking spaces
- Main Street parking parallel & no time limit on parking
- Several public parking lots available including public/private partnerships

CITY OF GRAPEVINE DOWNTOWN PARKING



Old Town Parking

Comparison of Denton, Grapevine & McKinney (cont.)

- McKinney
 - Town square style downtown, angle-in parking along square
 - Public off-street parking – 1,266 (available within 2-3 blocks)
 - Street parking – 457
 - Parallel parking along streets leading away from the square
 - Three-hour parking limit along square and adjacent streets, Mon-Fri 8am to 5pm, except Sat, Sun and holidays

Old Town Parking

Main Street Pedestrian Crossing

- Current marked crosswalk conforms with Section 552.003, Pedestrian Right-of-Way at Crosswalk, Texas Transportation Code.
- Records reveal no accidents or incidents involving pedestrians in this crosswalk.



Old Town Parking

- Public Parking Options:
 - Consider a public parking ordinance followed up with enforcement
 - Modify the two-hour parking ordinance to drop Saturday and exclude holidays
 - Consider partnerships with nearby private property owners to “share” parking during special events/festivals
- Meeting with Main & Mill Association on June 14 for additional input

Old Town Parking

➤ Questions/Direction?

RESOLUTION NO. _____-06-2016(R)

CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE ELECTION HELD ON SATURDAY, MAY 7, 2016, ON THE CONTINUATION OF THE CITY OF LEWISVILLE FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR TWENTY (20) YEARS AND THE CONTINUATION OF THE DISTRICT'S ONE-EIGHTH OF ONE PERCENT SALES TAX FOR TWENTY (20) YEARS.

WHEREAS, the Fire Control, Prevention, and Emergency Medical Services District is governed by Chapter 363 of the Texas Local Government Code; and

WHEREAS, on January 25, 2016, the Board of Directors of the City of Lewisville Fire Control, Prevention, and Emergency Medical Services District adopted a Resolution calling for an election to be held on Saturday, May 7, 2016, on the continuation of the City of Lewisville Fire Control, Prevention, and Emergency Medical Services District (the "District") for twenty (20) years and the continuation of the District's one-eighth of one percent sales tax for twenty (20) years; and

WHEREAS, on May 7, 2016, the duly called and ordered election to consider continuation of the District and its one-eighth of one percent sales tax was held, at which election the qualified voters of the District had the opportunity to vote for or against the proposition authorizing the continuation of the District and its one-half cent sales tax; and

WHEREAS, on May 16, 2016, the Board of Directors of the City of Lewisville Fire Control, Prevention, and Emergency Medical Services District adopted a Resolution canvassing the votes and making certain findings concerning the results of said election, a copy of which Resolution and the findings therein, is attached hereto and made a part hereof; and

WHEREAS, under Chapter 344 of the Texas Local Government Code, the District adopted a sales and use tax under Chapter 321 of the Texas Tax Code, for financing the operations of the District; and

WHEREAS, pursuant to Section 321.405 of the Texas Tax Code, the City Council of the City of Lewisville is required to declare by resolution the results of said election.

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

Section 1. That the matters and facts set forth in the Preamble of this Resolution are hereby found to be true and correct.

Section 2. That the City Council hereby finds and declares that the election to continue the District and its one-eighth of one percent sales tax for twenty (20) years was held on Saturday, May 7, 2016.

Section 3. That the City Council further finds and declares that at said election, the qualified voters of the District were permitted to vote for or against the following Proposition:

"WHETHER THE CITY OF LEWISVILLE FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SHOULD BE CONTINUED FOR TWENTY (20) YEARS AND WHETHER THE FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT SALES AND USE TAX SHOULD BE CONTINUED FOR TWENTY (20) YEARS."

Section 4. That the City Council further finds and declares that the total votes cast at said election by the qualified voters of the District were as follows:

	<u>Denton County</u>	<u>Dallas County</u>	<u>Total</u>
For	899	6	905
Against	92	3	95

Section 5. That the City Council further finds and declares the result of the election to be that the Proposition so submitted received a favorable majority vote in all respects and was approved by a margin of 810 votes; that pursuant to Chapter 344 of the Texas Local Government Code, the City of Lewisville Fire Control, Prevention, and Emergency Medical Services District is authorized to continue operating within the prescribed boundaries of the District for an additional twenty (20) years; that accordingly, a local sales tax of one-eighth of one percent has been authorized to continue for an additional twenty (20) years; that said tax may continue to be levied and collected as voted and provided by law to assist in funding the continuation of the District and the carrying out of the District's crime control and prevention plan; and it is so ordered.

Section 6. That it is hereby officially found and determined that the meeting of the City of Lewisville City Council, at which this Resolution was adopted, was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code.

Section 7. That this Resolution shall take effect and be in full force and effect from and after the date of its adoption, said date being the 16th day of May, 2016.

PASSED AND APPROVED this 16th day of May, 2016.

Rudy Durham, Mayor

ATTEST:

Julie Heinze, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

DRAFT RESOLUTION

RESOLUTION NO. _____-06-2016(R)

CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE ELECTION HELD ON SATURDAY, MAY 7, 2016, ON THE CONTINUATION OF THE CITY OF LEWISVILLE CRIME CONTROL AND PREVENTION DISTRICT FOR TWENTY (20) YEARS AND THE CONTINUATION OF THE DISTRICT'S ONE-EIGHTH OF ONE PERCENT SALES TAX FOR TWENTY (20) YEARS.

WHEREAS, the Crime Control and Prevention District is governed by Chapter 363 of the Texas Local Government Code; and

WHEREAS, on January 25, 2016, the Board of Directors of the City of Lewisville Crime Control and Prevention District adopted a Resolution calling for an election to be held on Saturday, May 7, 2016, on the continuation of the City of Lewisville Crime Control and Prevention District (the "District") for twenty (20) years and the continuation of the District's one-eighth of one percent sales tax for twenty (20) years; and

WHEREAS, on May 7, 2016, the duly called and ordered election to consider continuation of the District and its one-eighth of one percent sales tax was held, at which election the qualified voters of the District had the opportunity to vote for or against the proposition authorizing the continuation of the District and its one-half cent sales tax; and

WHEREAS, on May 16, 2016, the Board of Directors of the City of Lewisville Crime Control and Prevention District adopted a Resolution canvassing the votes and making certain findings concerning the results of said election, a copy of which Resolution and the findings therein, is attached hereto and made a part hereof; and

WHEREAS, under Chapter 363 of the Texas Local Government Code, the District adopted a sales and use tax under Chapter 321 of the Texas Tax Code, for financing the operations of the District; and

WHEREAS, pursuant to Section 321.405 of the Texas Tax Code, the City Council of the City of Lewisville is required to declare by resolution the results of said election.

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

Section 1. That the matters and facts set forth in the Preamble of this Resolution are hereby found to be true and correct.

Section 2. That the City Council hereby finds and declares that the election to continue the District and its one-eighth of one percent sales tax for twenty (20) years was held on Saturday, May 7, 2016.

Section 3. That the City Council further finds and declares that at said election, the qualified voters of the District were permitted to vote for or against the following Proposition:

"WHETHER THE CITY OF LEWISVILLE CRIME CONTROL AND PREVENTION DISTRICT SHOULD BE CONTINUED FOR TWENTY (20) YEARS AND THE CRIME CONTROL AND PREVENTION DISTRICT SALES TAX SHOULD BE CONTINUED FOR TWENTY (20) YEARS."

Section 4. That the City Council further finds and declares that the total votes cast at said election by the qualified voters of the District were as follows:

	<u>Denton County</u>	<u>Dallas County</u>	<u>Total</u>
For	884	7	891
Against	105	3	108

Section 5. That the City Council further finds and declares the result of the election to be that the Proposition so submitted received a favorable majority vote in all respects and was approved by a margin of 783 votes; that pursuant to Chapter 363 of the Texas Local Government Code, the City of Lewisville Crime Control and Prevention District is authorized to continue operating within the prescribed boundaries of the District for an additional twenty (20) years; that accordingly, a local sales tax of one-eighth of one percent has been authorized to continue for an additional twenty (20) years; that said tax may continue to be levied and collected as voted and provided by law to assist in funding the continuation of the District and the carrying out of the District's crime control and prevention plan; and it is so ordered.

Section 6. That it is hereby officially found and determined that the meeting of the City of Lewisville City Council, at which this Resolution was adopted, was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code.

Section 7. That this Resolution shall take effect and be in full force and effect from and after the date of its adoption, said date being the 16th day of May, 2016.

PASSED AND APPROVED this 16th day of May, 2016.

RESOLUTION NO. _____

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Rudy Durham, Mayor

ATTEST:

Julie Heinze, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

DRAFT RESOLUTION

PROCLAMATION

Whereas, interest in outdoor recreational opportunities, including walking, bicycling, hiking, canoeing and kayaking is on the rise with local residents and visitors; and

Whereas, trails in the City of Lewisville, TX enhance the quality of life for our citizens, increase tourist activity in the county and provide alternative transportation routes for non-motorized vehicles; and

Whereas, National Trails Day is an opportunity to increase public awareness of the City of Lewisville, TX trail opportunities and diverse outdoor recreation activities, and promote the importance of a local, regional and national network of trails and greenways; and

Whereas, trail activities are enjoyed by people of all ages and abilities, and are an important part of the City of Lewisville, TX outdoor recreation resources; and

Whereas, citizens are encouraged to participate in the Trails Day activities scheduled in the City of Lewisville, TX and the region to strengthen their commitment to preserving the natural, scenic, and recreational qualities of the City of Lewisville, TX trails; and

Now, Therefore, I, Rudy Durham, Mayor of the City of Lewisville, Texas, along with the members of the City Council, do hereby proclaim June, 4, 2016 as:

“National Trails Day”

in Denton County, City of Lewisville, TX, and urge all our citizens to participate in a National Trails Day event or recreate at a park or trail on National Trails Day.

Proclaimed this the 16th day of May, 2016

*Rudy Durham, Mayor
City of Lewisville*

MEMORANDUM

TO: Todd White, Purchasing Manager

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

DATE: April 29, 2016

SUBJECT: **Approval of a Bid Award for the Serendipity Phase 2 Improvement Project to Tiseo Paving Company, Mesquite, Texas in the Amount of \$2,999,300.48; Which Includes \$142,823.83 for Contingencies; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

Bids were received on April 7, 2016 for the construction of the Serendipity Phase 2 Improvement project consisting of improvements relating to water line and sanitary sewer, storm drain and paving reconstruction of five streets within the subdivision including Madison Circle, Foxcreek Drive, Kemper Court, Wildfire Drive and Foxwood Place. The majority of the streets and utility lines in the Serendipity subdivision with the exception of these streets were reconstructed in 2009. The project consists of replacing the existing concrete pavement at its current width, sanitary sewer, water line and storm drain improvements, and replacement of sidewalks.

ANALYSIS

It is requested that this item be presented to the City Council on May 16, 2016 with a recommendation to award the construction contract to Tiseo Paving Company with offices in Mesquite, Texas, in the amount of \$2,999,300.48 which includes a contingency in the amount of \$142,823.83. Although the bid is considerably higher than the engineer's estimate of \$2,484,000, staff is recommending the bid be awarded. The higher than expected bid prices are most likely the result of the project being relatively small combined with sharply increasing pavement prices. It is possible by waiting 2-3 years and rolling these streets into the Timberbrook project immediately across Bellaire Blvd., better bid prices could be realized. However, based on utility repair data and existing pavement conditions, staff recommends completing the work now with the subject bid. In 2009 when the remainder of the subdivision was reconstructed, the paving on Madison Circle, Foxcreek Drive, Kemper Court, Wildfire Drive and Foxwood Place was generally in better condition than the remainder of the subdivision so the streets were not included due to project budget. Foxwood Place, Madison Circle and Wildfire Place have all had frequent utility repair activity since 2007 resulting in service interruptions and pavement repairs. All of the streets have cracking pavement, broken curbs and non ADA compliant sidewalks. Funding is available in the Capital Projects Accounts.

Tiseo Paving Company has completed other reconstruction projects in Lewisville with positive results including Fox Avenue and Bellaire Heights Subdivision. The contract time is 210 calendar days and liquidated damages are \$500 per day. A location map is attached.

RECOMMENDATION

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

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: May 3, 2016

SUBJECT: **Approval of a Bid Award for the Serendipity Phase 2 Improvement Project to Tiseo Paving Company, Mesquite, Texas in the Amount of \$2,999,300.48; Which Includes \$142,823.83 for Contingencies; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

A bid invitation was created and posted on Bidsync.com March 18, 2016. Specifications were created in accordance with Texas Local Government Code Chapter 252.021, *Competitive Requirements for Purchases*. Specifications under this chapter of the law state the award is to be made on the basis of lowest responsible bidder.

ANALYSIS

Sealed bids were due April 7, 2016 and three were received. A public bid opening was held and prices were read aloud. A bid tabulation was created indicating Tiseo Paving Company as submitting the lowest bid and after an evaluation of their offer, they are being recommended for award on the basis of lowest responsible bidder.

RECOMMENDATION

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

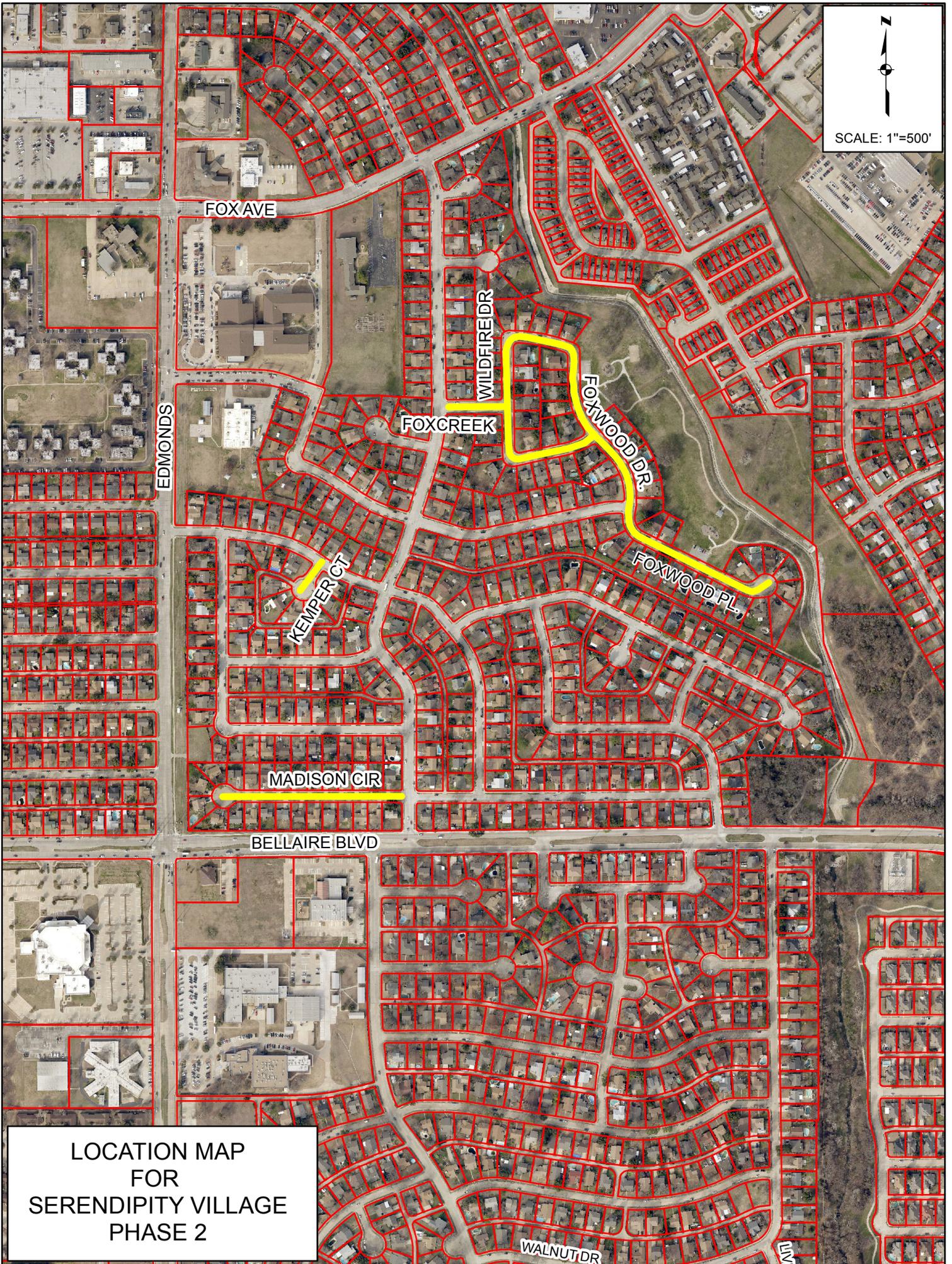
CITY OF LEWISVILLE
PURCHASING DIVISION
BID TABULATION
BID # 16-24-C
SERENDIPITY PHASE II

TISEO PAVING COMPANY
IRVING, TEXAS **\$2,999,300.48**

LONE STAR CIVIL
CONSTRUCTION COMPANY
FLOWER MOUND, TEXAS \$3,245,714.85

SYB CONSTRUCTION COMPANY
IRVING, TEXAS \$3,417,731.64

SCALE: 1"=500'



LOCATION MAP
FOR
SERENDIPITY VILLAGE
PHASE 2

MEMORANDUM

TO: Todd White, Purchasing Manager
FROM: Russ Kerbow, Chief of Police
DATE: May 11, 2016
SUBJECT: **Approval of a Contract Award for Wrecker Service to Brad's Towing Service, Lewisville, Texas; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

The City of Lewisville regulated police tows by city ordinance prior to May 17, 2010. The police department requested Chapter 7, Article 7 – Wrecker Services be repealed in favor of an ordinance authorizing the City to obtain towing services by contract rather than City ordinance. At the same council meeting, Council approved entering into a contract with Brad's Wrecker Services (Brad's) and Pro Tow Wrecker Services (Pro Tow) to provide tow services to the City after a 'request for proposal' (RFP). Towing services include towing from accident scenes, at the direction of a police officer for an arrest or abandonment, storage of towed vehicles and auction services when vehicles go unclaimed. The terms of the first contract were for one year with an automatic renewal for up to three years. The contract with both wrecker services expired in May 2013, and both vendors agreed to honor the expired contract terms until the City negotiated a new contract. Council approved a new contract on January 16, 2014, with additional terms to which both vendors agreed. The 2014 contract has since expired and the City sought once again to go to the marketplace to seek competitive bids to offer towing services.

ANALYSIS

In the 2010 and 2014 contract, both Brad's and Pro Tow's bids were very similar in scope and there was no apparent advantage for the City to select one vendor over the other. This resulted in both vendors receiving a contract. In the 2015 proposal, the City added some significant changes to the bid specifications in an attempt to have obtain a single vendor. Under the current system, the wrecker services rotate every week on Monday. The department often hears complaints from each wrecker service about the other in hopes that the City will break the contract with the other. Citizens also complain to the police department about tow fees resulting in staff spending significant time working with the citizen and tow company to help resolve issues. The City is also responsible for signing auction sales receipts after a vehicle is sold at auction. Having a single vendor to deal with should minimize internal and external complaints and simplify administration of the contract.

Brad's and Pro Tow submitted bids after significant changes to the specifications were added. One of the most significant changes included a minimum percentage of revenue sharing for the City,

Subject: Brad's Towing Service

May 11, 2016

Page 2 of 2

but also allowed each vendor to offer more. Each tow company recognized that the percentage of additional revenue they could offer was contingent upon them receiving all the City's tow business.

Brad's scored an 89 compared to an 87.5 score by Pro Tow. Brad's bid offers lower pricing for the public and their formula shares more revenue with the City. The City will see an increase of \$187,611 in revenue over the previous wrecker contract. Brad's scored the maximum points in every category except for one: their Business Plan. Even though Brad's scored lower on their submitted business plan, Brad's has demonstrated they can provide wrecker services for the City on a rotation basis and have done so since 2010. Should an issue arise indicating that Brad's cannot meet the needs as a sole provider, the contract provides that the City may terminate with or without cause by giving the contractor thirty (30) days written notice.

RECOMMENDATION

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

MEMORANDUM

TO: Donna Barron, City Manager

THROUGH: Brenda Martin, Finance Director

FROM: Todd White, Purchasing Manager

DATE: May 4, 2016

SUBJECT: **Approval of a Contract Award for Wrecker Service to Brad's Towing Service, Lewisville, Texas; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

A request for sealed proposals was created and posted on Bidsync.com December 4, 2016. Specifications were created in accordance with Texas Local Government Code Chapter 252.042, *Requests for Proposals for Certain Procurements*. Specifications under this chapter of the law state requests for proposals must specify the relative importance of price and other evaluation factors.

ANALYSIS

Proposals were due January 7, 2016 and two were received. An evaluation team was created to review, analyze, and score the proposals in accordance with weighted factors that were listed in the specifications. The evaluation team consisted of myself, Todd Taylor, Assistant Chief of Police, and Kevin Deaver, Assistant Chief of Police. Each proposal was evaluated using the following criteria:

Fees	30%
City's Share of Proceeds	45%
Business Plan for Servicing Contract	15%
Size and Capacity of Proposer's Storage Yard	10%

The evaluation committee met many times during the evaluation process and asked for needed clarifications from the proposers, in addition to interviewing each. At the conclusion of the evaluation, Brad's Towing Service received the highest score and is being recommended for award.

RECOMMENDATION

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

CITY OF LEWISVILLE
PURCHASING DIVISION
EVALUATION OF WRECKER SERVICE
RFP # 16-10-A

		BRAD'S TOWING SERVICE, INC. LEWISVILLE, TEXAS		RECOVERY SYSTEMS INC. DBA PRO TOW WRECKER SERVICE LEWISVILLE, TEXAS
<hr/>				
FEES	30%			
LIGHTDUTY	10%	\$150.00	10	\$155.00 9.7
OTHER	5% (A)	\$760.00	5	\$858.00 4.4
LABOR CHARGE PER HOUR	5%	\$62.50	5	\$120.00 2.6
WHEN LABOR IS CHARGED	10%		10	10
<hr/>				
PROCEEDS	45%			
POLICE DIRECTED PULLS		\$112,500	(B)	\$46,500 (E)
AUCTION		\$67,111	(B)	\$96,501 (E)
SUB-TOTAL		<u>\$179,611</u>		<u>\$143,001</u>
OTHER REVENUE		\$15,000	(C)	\$27,180 (F)
TOTAL PROCEEDS		<u>\$194,611.00</u>	45	<u>\$170,181</u> 39.4
<hr/>				
BUSINESS PLAN	15%		10 (D)	15
<hr/>				
STORAGE YARD	10%		<u>10</u>	<u>10</u>
<hr/>				
GRAND TOTAL			<u>95</u>	91.1

GENERAL NOTES

(A) THE "OTHER" FEE IS THE SUM OF THE FLAT RATE CHARGE FOR MEDIUM DUTY AND HEAVY DUTY PULLS AS WELL AS MOTORCYCLES.

(B) BRAD'S IS PROPOSING 25% PROCEEDS FOR POLICE DIRECTED PULLS. THEIR FEE IS \$150.00 FOR LIGHT DUTY PULLS. WE AVERAGE 250 LIGHT DUTY PULLS PER MONTH; OR 3,000 LIGHT DUTY PULLS PER YEAR. $\$150.00 \times 3,000 = \$450,000 \times 25\% = \mathbf{\$112,500}$.

BRAD'S IS PROPOSING 35% PROCEEDS FOR AUCTIONS PLUS \$10 PER VEHICLE. LAST YEAR 282 VEHICLES WERE AUCTIONED FOR A TOTAL OF \$183,689.00. BASED ON THESE NUMBERS, BRAD'S TOWING WOULD PAY \$2,820 (282 X \$10) PLUS 35% OF \$183,689 WHICH IS \$64,291 FOR A TOTAL OF **\$67,111** PROCEEDS TO THE CITY FOR AUCTIONS.

(C) BRAD'S IS PROPOSING DONATING \$5,000 TO THE POLICE DEPT., \$5,000 TO THE FIRE DEPT. AND \$5,000 TO THE PUBLIC WORKS DEPARTMENT FOR A TOTAL OF **\$15,000**.

(D) SPECIFICATIONS REQUIRED THE PROPOSER TO PROVIDE A DETAILED BUSINESS PLAN EXPLAINING HOW THEY WOULD HANDLE THE OBLIGATIONS OF THE REQUEST FOR PROPOSALS. THE BUSINESS PLAN FROM BRAD'S WAS NOT AS DETAILED AS THAT OF PRO-TOW.

(E) PRO-TOW WRECKER IS PROPOSING 10% PROCEEDS FOR POLICE DIRECTED PULLS. THEIR FEE IS \$155.00 FOR LIGHT DUTY PULLS. WE AVERAGED 250 LIGHT DUTY PULLS PER MONTH; OR 3,000 LIGHT DUTY PULLS PER YEAR. $\$155.00 \times 3,000 = \$465,000 \times 10\% = \mathbf{\$46,500}$.

PRO-TOW IS PROPOSING 51% PROCEEDS FOR AUCTIONS PLUS \$10 PER VEHICLE. LAST YEAR 282 VEHICLES WERE AUCTIONED FOR A TOTAL OF \$183,689.00. BASED ON THESE NUMBERS, PRO-TOW WOULD PAY \$2,820.00 (282 X \$10) PLUS 51% OF \$183,689.00 WHICH IS \$93,681 FOR A TOTAL OF **\$96,501** PROCEEDS TO THE CITY FOR AUCTIONS.

(F) PRO-TOW IS GIVING \$10 PER VEHICLE CLAIMED BY THE OWNER PRIOR TO AUCTION. BASED ON 3,000 PULLS PER YEAR, WITH 282 VEHICLES BEING AUCTIONED, 2,718 VEHICLES WOULD BE CLAIMED BY OWENER PRIOR TO AUCTION. BASED ON \$10 PER VEHICLE CLAIMED BY OWNER, PRO-TWO IS OFFERING THE CITY AN ADDITIONAL **\$27,180** ER YEAR.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Steven L. Bacchus, Assistant City Manager

DATE: May 6, 2016

SUBJECT: Approval of a Wholesale Treated Water Contract Between the City of Dallas and City of Lewisville; and Authorization for the City Manager or Her Designee to Execute the Contract.

BACKGROUND

The City of Lewisville executed a treated water contract with the City of Dallas on June 4, 1986. The term of the 1986 contract was for 30 years and is set to expire on June 4, 2016. The current authorized capacity is 33.4 Million Gallons per Day (MGD) and allows for transmission of the water to three pump stations within Lewisville. The pump stations (delivery points) are located in strategic sectors of the City a) north of Sam Rayburn Toll Road on Lake Ridge Road known as Eastside Pump Station; b) Lake Vista Drive known as Southside Pump Station; and c) Midway Road and FM 544 known as Midway Pump Station.

ANALYSIS

The new contract is generally the same as the 1986 contract; however, consolidation of the three delivery points has been included in one exhibit, Exhibit C, in the new contract. The new contract term will be for 30 years, expiring June 4, 2046, and retains the current authorized capacity of 33.4MGD. Lewisville does have the right within the agreement to request additional water supply and delivery points in the future and will be reviewed and considered by Dallas. The contract also retains the ability for Lewisville to utilize the wastewater effluent for reuse or other purposes. A new provision in the contract has been added which relates to Emergency Water Supply, noted in Exhibit D, section D6. The Emergency Water Supply language provided in the new contract is the same as noted in a separate 1995 agreement, but for housekeeping purposes the language has been inserted in the new contract and the original emergency Water Supply contract will be terminated.

The estimated ultimate peak treated water demand for Lewisville buildout is 71-74 MGD. Currently, the treated water that can be purchased from Dallas (per this contract) is 33.4 MGD. The City also has an untreated water contract with Dallas in which lake water is transported to the City of Lewisville Water treatment plant and treated to add an additional 20 MGD of treated to the treated water supply total of 53.4 MGD. The Untreated Water Contract will expire in December 2016, and Lewisville and Dallas staff are reviewing this agreement as well. Anticipated Untreated Water Contract presentation to Council for approval is scheduled for late summer 2016. Due to conservation efforts over the past several years, the current maximum peak day has been reduced

Subject: Wholesale Treated Water Contract
May 6, 2016
Page 2 of 2

from an all-time demand of 29.9 MGD to 26 MGD, and the per capita water use has been reduced from 150 gallons per capita per day (gpcpd) to less than 130 gpcpd.

Currently, the City has subscribed to 9 MGD of the overall capacity of 33.4 MGD from Dallas. Due to the Two-Part rate structure to purchase the treated water from Dallas, the City maximizes the volume from the Dallas Treated Water supply, allowing the Lewisville Water Treatment plant with its capacity of 20 MGD to make up the remaining daily customer demand. Once the two sources of treated water (Dallas treated water supply and Lewisville Plant produced treated water) reach the upper limits of the current supply, Lewisville will request Dallas increase the current contracted capacity treated water (33.4 MGD). This would continue until the contracted capacity of 33.4 MGD is subscribed to. For future water needs beyond the current 53.4 MGD capacity (33.4 MGD Dallas capacity and current Lewisville Plant capacity 20 MGD), long range plans call for a) additional water plant expansion in the 14-21 MGD range, b) purchase of additional treated water from the City of Dallas, at the Southside Pump Station, c) purchase of treated water from Upper Trinity Regional Water District, d) direct reuse and utilization of treated wastewater effluent, and e) combination of the above mentioned sources.

In closing, the long term Treated Water Contract and Untreated water Contracts with the City of Dallas provides the majority if not all of the future water needs for Lewisville.

RECOMMENDATION

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

WHOLESALE TREATED WATER CONTRACT BETWEEN
CITY OF DALLAS AND
THE CITY OF LEWISVILLE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS WHOLESALE TREATED WATER CONTRACT ("Contract") is made and entered into this the ___ day of _____, _____, by and between the CITY OF DALLAS, a Texas home rule municipality (hereinafter called "Dallas"), and the CITY OF LEWISVILLE, a Texas home rule municipality (hereinafter called "Customer").

WHEREAS, Customer currently purchases wholesale treated water from Dallas, and Dallas currently delivers and sells wholesale treated water to Customer as set forth under the terms, covenants, and conditions stated in the Current Contract; and

WHEREAS, the Current Contract with Dallas will expire on June 4, 2016; and

WHEREAS, Dallas and Customer desire to enter into a new wholesale treated water contract; and

NOW, THEREFORE, Dallas and Customer, in consideration of the mutual terms, covenants, and conditions contained in this Contract, agree as follows:

Article 1. DEFINITIONS

1.1 Definitions. In addition to the definitions stated in the preamble hereof, the following words and phrases as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

"Current Contract" means that certain Wholesale Treated Water Contract dated and effective June 4, 1986, by and between Dallas and Customer.

"Customer's Service Area" means the area within Customer's incorporated limits, as amended from time to time through annexation or disannexation, and any service area described now or hereafter for the provision of retail public water service, even if such service area is outside of Customer's incorporated limits, such service area on the Effective Date being as set forth in Exhibit "B," attached hereto and incorporated herein by reference.

"Delivery Facilities" means the pipes, valves, meters, and other associated equipment and appurtenances necessary to connect Dallas' water distribution system to Customer's water distribution system at the Delivery Points so that delivery of Treated Water from Dallas to Customer is made possible.

“Delivery Points” means those locations set forth in Exhibit “C,” attached hereto and incorporated herein by reference, or as may be added to or deleted by agreement of the parties from time to time, where Dallas’ water distribution system connects to Customer’s water system and at which delivery of Treated Water occurs to Customer.

“Demand” means the maximum rate of flow of Treated Water that may be taken by Customer from Dallas within a Water Year.

“Demand Schedule” means Customer’s written estimate of Customer’s annual requirements for delivery and use of Treated Water from Dallas.

“Director” means the Director of Dallas’ Department of Water Utilities, or the Director’s designated representative.

“Effective Date” shall mean June 4, 2016.

“Memorandum of Agreement” or “MOA” means that certain *Memorandum of Agreement for Wholesale Treated Water* effective December 17, 2009, by and among Dallas, Customer and other local governmental entities, a copy of which is attached hereto as Exhibit “A,” and incorporated herein by reference.

“TCEQ” means the Texas Commission on Environmental Quality or its successor agency.

“Treated Water” means raw water that has been treated and purified to at least Drinking Water Standards as required by applicable TCEQ rules and regulations for Public Water Systems, as amended from time to time.

“Volume” means the actual amount of Treated Water delivered to Customer’s Delivery Points on a daily basis.

“Water Year” means the period described by applicable ordinance of the City of Dallas, as may be amended from time to time, which on the Effective Date begins on June 1st of each calendar year and ends on May 31st of the immediately subsequent calendar year.

Article 2. TERM; TERMINATION OF CURRENT CONTRACT

2.1. Term. This Contract shall remain in full force and effect for a term of thirty (30) years from June 4, 2016 (“Effective Date”) unless terminated earlier as provided herein.

2.2 Termination of Current Contract. Upon the Effective Date, the Current Contract shall be null, void, and of no further legal force or effect except as to any provisions that expressly survive the termination of the Current Contract. However, both parties anticipate that renewal of

this contract, should it occur, shall include just and reasonable rate provisions as further described in Exhibit A of this contract.

Article 3. WATER SALES

3.1 Sale and Delivery of Treated Water. Dallas agrees to sell and deliver to Customer, on a wholesale cost basis, Treated Water in accordance with the specifications and restrictions contained in Article 4 of this Contract and in sufficient quantities to meet Customer's Volume and Demand requirements as provided in this Contract.

3.2 Limitations on Delivery. Customer understands and acknowledges that delivery of Treated Water to meet Customer's Volume and Demand requirements is subject to and limited by available system supply and system deliverability, as reasonably determined by the Director as well as events of Force Majeure; provided, however, delivery of Treated Water to Customer shall not be unreasonably withheld or reduced.

3.3 Demand Schedule. Not later than 60 days after the Effective Date, Customer shall provide to Dallas a Demand Schedule which factors in any reasonably anticipated increases or decreases in Demand during the term of this Contract. Customer shall either reaffirm or, if necessary, revise and update the Demand Schedule not later than ninety (90) days prior to the end of the fifth, tenth, fifteenth, twentieth, and twenty-fifth anniversaries of the Effective Date of this Contract. Customer shall also either reaffirm or update the Demand Schedule not later than ninety (90) days following receipt of a written request for same from Dallas.

3.4 Customer Changes in Demand. Customer may from time to time change its Demand as set forth in the Demand Schedule subject to Section 3.7 below. Except as provided in the Special Condition contained in Exhibit "D", Customer shall be required to pay Dallas the Annual Demand Charge based on Section 3.8.

3.5 Failure to Deliver Demand – Seven Days. If Dallas fails to make available the currently established Demand for seven (7) or more consecutive days, the Demand charge for each such day shall be an amount equal to the maximum rate of delivery of Treated Water for each day in which full Demand was not met, multiplied by the current Annual Demand charge, then divided by 365, then multiplied by the number of days the Demand was not met. The Demand is calculated daily and is not an averaging of the water delivered for those affected days.

3.6 Failure to Deliver Demand – Thirty Days. If Dallas fails to make available to Customer the currently established Demand for thirty (30) or more consecutive days, the Demand charge for that Water Year shall be calculated by using the maximum rate of delivery of Treated Water to Customer for the days in which the full Demand was not met, multiplied by the current Annual Demand charge.

3.7 Notice of Demand Changes. Customer shall give reasonable notice to Dallas of anticipated changes in its Demand. Such notice shall be given not less than six (6) months in advance of the effective date of the change if the requested change, when considered with other Dallas Wholesale Treated Customer requests, does not require the construction of additional

facilities. The Director may waive the six-month notice requirement for good cause shown. If construction of additional facilities is required, enough additional advance notice shall be given as is necessary to allow for financing, design, and construction of the needed facilities.

3.8 Year on Which Annual Demand Charge is Based. Except as provided in Sections 3.5 and 3.6, Customer agrees, for each Water Year, to pay annual Demand charges based on the greater of: (a) the Demand for the current Water Year; or (b) the highest Demand established during the five (5) Water Years preceding the current Water Year.

Article 4. DELIVERY POINT, ACCESS, ETC.

4.1 Delivery Point. Dallas agrees to deliver Treated Water sold to Customer for use within Customer's designated Service Area as identified in Exhibit B, at the Delivery Point(s).

4.2 Cost of Delivery Facilities. Except as set forth in Sections 4.3, 4.4, and 4.5, the cost for design and construction of all proposed Delivery Facilities, whether designated in Exhibit C or mutually agreed upon at a later date, shall be borne by Customer. Unless otherwise mutually agreed to by Dallas and Customer, Customer shall be responsible for the design, contracting, construction, and financing of Delivery Facilities and for the acquisition of any right-of-way for delivery of Treated Water from the Dallas water system to the Delivery Points.

4.3 Oversizing of Delivery Facilities – Dallas Request. Dallas may elect to oversize a proposed Delivery Facility for the benefit of Dallas or other parties. If Dallas requires oversizing of a proposed Delivery Facility, Dallas shall be responsible for oversize costs to the extent of the documented difference in cost between the size of the Delivery Facility required for Customer's need and the size of the Delivery Facility specified by Dallas, including, but not limited to, any additional right-of-way or other temporary or permanent interests in real property that would not otherwise be required without the oversizing of the Delivery Facility.

4.4 Approval of Plans; Inspection. All designs, materials, and specifications for Delivery Facilities shall conform to Dallas' requirements. Plans for the construction of a proposed Delivery Facility shall be submitted to the Director for written approval prior to advertising for bids for such construction. Customer agrees that Dallas has the right to make periodic inspections during the construction phase of the Delivery Facilities. Final acceptance of completed Delivery Facilities is subject to the written approval of the Director. Dallas agrees that any approval or consent of Dallas or the Director required by this Section 4.4 shall not be unreasonably withheld or delayed.

4.5 Meters and Meter Vaults. Unless otherwise agreed by the parties, Dallas shall construct and maintain meter vaults, meters, and all associated facilities, and obtain electric and telephone service in connection therewith, if needed. Customer agrees to reimburse Dallas for actual design and construction costs incurred pursuant to this Section 4.5, but only to the extent such costs are attributable to services provided to Customer, excluding costs of telemetry equipment, telephone and electric service.

4.6 Conveyance of Delivery Facilities to Dallas. Customer agrees that after final inspection by the Director of completed Delivery Facilities, Customer will convey title of those Delivery Facilities and rights-of-way in conjunction therewith to Dallas. Upon conveyance of title to Delivery Facilities by appropriate instrument and acceptance by Dallas of those facilities, Dallas shall own the Delivery Facilities and be responsible for operation and maintenance thereof. In no event shall Customer be required to transfer to Dallas fee simple title to real property if an easement in that real property is sufficient to allow Dallas to operate, maintain, repair, replace, or reconstruct the Delivery Facility.

4.7 Additional Delivery Points. Customer may at any time during the term of this Contract request additional Delivery Points for delivery of Treated Water under this Contract. The additional requests may be granted with the approval of the Director and shall, when so approved in writing, be deemed to be made a part of this Contract, thereby amending Exhibit C of this Contract without need for a further written supplemental agreement or Dallas City Council approval.

4.8 Access to Dallas Facilities. Customer agrees to provide ingress and egress to Customer's property located within Customer's incorporated limits to employees, contractors, and agents of Dallas to install, operate, inspect, test, and maintain facilities and read meters owned or maintained by Dallas; provided, however, Dallas' employees, contractors, and agents shall at all times comply with Customer's policies regarding security and safety as may be adopted from time to time by Customer for the purpose of safeguarding Customer's public water system and supply.

4.9 Access to Customer Facilities. Dallas agrees to provide ingress and egress to Dallas' property located within Dallas' incorporated limits to employees, contractors, and agents of Customer to install, operate, inspect, test, and maintain facilities and read meters owned or maintained by Customer; provided, however, Customer's employees, contractors, and agents shall at all times comply with Dallas' policies regarding security and safety as may be adopted from time to time by Dallas for the purpose of safeguarding Dallas' public water system and supply.

4.10 Accuracy of Meters. It shall be the duty of each party to notify the other party as soon as reasonably possible after a party obtains information that it believes indicates that a meter used to measure the delivery of Treated Water under this Contract is registering inaccurately or malfunctioning. Each meter will be operated and maintained so as to record with commercial accuracy. Dallas will notify Customer prior to any meter tests. Either party has the right to request in writing that a meter be tested, with the other party having the right to witness the test. Dallas shall routinely, but not less than at least once annually, verify the accuracy of delivery meters and inform the Customer of the results. If Customer requires an independent testing service be used, Customer shall pay the cost of the testing service if any meter used to measure delivery under this Contract is found to be accurate. If the meter is found to be inaccurate, Dallas shall pay the cost of the testing service.

4.11 Liability; Loss of Water. All liability related to, and all accounting for loss of, all Treated Water supplied under the terms of this Contract by Dallas to Customer shall belong to

Dallas up to Dallas' side of the meter, including the meter and meter vault, at each Delivery Point. Liability related to, and all accounting for loss of, all Treated Water shall pass to Customer after the Treated Water passes through the meter and meter vault to the Customer at each Delivery Point.

Article 5. INSPECTION OF BOOKS AND RECORDS

Dallas agrees that Customer or its employees or agents may have access to and inspect the books and records of Dallas relating to the delivery and sale of Treated Water to Customer, including, but not limited to, records relating to charges therefor paid by Customer, during reasonable business hours after reasonable prior written notice to the Director. Customer agrees that Dallas or its employees or agents may have access to and inspect the books and records of the Customer's Water Utilities relating to the receipt and resale of Treated Water to its end user customers during reasonable business hours and after reasonable prior written notice to Customer's City Manager.

Article 6. ADDITIONAL SURFACE WATER SUPPLIES

6.1 New Water Source; Reduce Demand Obligation. If Customer develops or acquires additional surface water supplies from any source other than Dallas, and Customer's reliance on such additional surface water supplies results in reduced Demand from Dallas, Dallas is released from its obligation to supply the Demand established pursuant to Section 3 of this Contract to the extent of such reduction in Customer's Demand. In this event, Dallas may adjust its supply obligation to levels commensurate with Customer's reduced Demand on Dallas.

6.2 Payment for Reduction of Demand. Except as the result of a reduction in Demand as agreed pursuant to Article 3 of this Contract, if during the term of this Contract, Customer ceases (wholly or in part) to take water from Dallas for any reason, Customer shall for five (5) years or the balance of this Contract, whichever is less, remain liable for Demand charges at the billing level in effect at the date of notification of such partial or total cessation. This obligation, once established, shall serve as liquidated damages and is intended to compensate Dallas for the expenditures incurred on Customer's behalf for the cost of installation of supply, transmission, treatment, delivery and service facilities. Provided, however, Dallas may waive Customer's obligation pursuant to this Section 6.2 in the event of nominal reductions based on Customer's plans if Dallas has received prior notice of the plans and concurred in the reduction. It is agreed by the parties that liquidated damages are a reasonable substitute for compensatory damages which are difficult or impossible to calculate herein. This obligation is intended by the parties not to be a penalty, but instead, a reasonable measure of damages.

Article 7. RATES AND PAYMENT

7.1 Setting of Charges by Dallas Ordinance. Rates charged Customer, including Demand charges established herein, shall be established by ordinance of Dallas. The capital costs contributed by the Customer for Delivery Facilities shall be excluded from the rate base.

7.2 Rate Setting Method; Notice of Change. Customer understands that the Dallas City Council has the right to change, by ordinance, the rates charged as needed to cover all reasonable, actual and expected costs. Any change of rates shall be pursuant to principles set forth in the Memorandum of Agreement. Dallas shall give Customer a minimum of six (6) months written notice of intent to change rates. Dallas will furnish Customer a draft copy of the Cost of Service Study for Proposed Rates thirty (30) days prior to Dallas submitting a rate increase request to its City Council.

7.3 Customer Protest. Customer agrees to give Dallas a minimum of thirty (30) days' notice of its intent to protest rates, or any other condition of service, before the TCEQ or any other state agency.

7.4 Monthly Invoice. Each month during the term of this Contract, Dallas agrees to deliver to Customer a statement of charges setting forth the amount of Treated Water delivered to Customer through the Delivery Points for the period covered by the statement, the Volume charge for that month, and any past due amounts carried over from prior invoices (including accrued interest)("the Monthly Statement"). Payment is due upon receipt of the Monthly Statement. Customer agrees to pay promptly. The Demand charge shall be billed on the Monthly Statement.

7.5 Late Payment. Customer agrees that a payment is deemed late if received by Dallas more than 30 days after the date of the Monthly Statement. Late payments shall accrue interest at a 4.25% interest rate or as provided in Section 2-1.1 of the Dallas City Code, as amended, or as authorized by Ch. 2251 of the Texas Government Code, as amended, whichever applies. If any money due and owing by Customer to Dallas is placed with an attorney for collection, Customer agrees to pay to Dallas, in addition to all other payments provided for by this Contract, including interest, Dallas' collection expenses, including court costs and reasonable attorney's fees.

7.6 Malfunctioning Meter; Estimated Payments. In the event a meter(s) is discovered to be malfunctioning, the amount of Treated Water that has passed through the meter will be estimated for each day the meter was not functioning correctly. The last correctly measured monthly consumption will be used as a basis for computing the amount of Treated Water delivered to the Customer during the time the meter was not functioning correctly or other method mutually agreed between Dallas and Customer in writing by the Director and Customer.

7.7 Disputed Charges. Dallas and Customer agree that any disputed charges on the Monthly Statement shall be protested in accordance with Tex. Govt. Code §2251.042, as amended. Customer agrees that in the event it disputes any portion of the charges on the Monthly Statement, Customer will timely pay any undisputed amount in accordance with Section 7.4.

Article 8. CURTAILMENT, WATER CONSERVATION, AND DROUGHT CONTINGENCY PLANS

8.1 Dallas Curtailment of Water During Water Shortage. During a water shortage, Customer understands and acknowledges the Treated Water being provided by Dallas under this Contract is subject to curtailment in accordance with Texas Water Code § 11.039, "Distribution

of Water During Shortage,” Dallas’ water rights, and Dallas’ Drought Contingency Plan. Customer agrees that if water supplies or services are curtailed within Dallas, Dallas may impose a like curtailment on deliveries to Customer. Customer shall cooperate by imposing conservation measures upon its sales of Treated Water to its end user customers.

8.2 Customer Water Conservation and Drought Contingency Plan. Customer agrees to institute and maintain usage practices which ensure water is used in a manner that prevents waste, conserves water resources for their most beneficial and vital uses, and protects the public health. Customer agrees to develop and implement water conservation and drought contingency plans consistent with the applicable elements of Title 30, Texas Administrative Code, Chapter 288, “Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements.” Customer agrees to furnish to Dallas electronic copies of its water conservation and drought contingency plans and associated TCEQ and TWDB implementation reports.

8.3 Receipt of Dallas Plans. Customer acknowledges that Dallas has provided a copy of its current Water Conservation Plan and Drought Contingency Plan and has advised Customer of where to locate copies of plan updates.

8.4 No Discrimination in Curtailments. To the extent Dallas imposes restrictions or grants privileges of general applicability to itself and customer cities, including rules relating to the curtailment of water delivery and availability, Dallas agrees to impose such restrictions and grant such privileges equitably and in a non-discriminatory fashion.

Article 9. RESALE, WATER RIGHTS, AND REUSE

9.1 No Resale Outside Service Area. Customer agrees not to sell Treated Water purchased from Dallas to any person or entity outside Customer’s Service Area unless Customer has received prior written approval from the Director. In granting such authorization, Dallas may establish the terms and conditions of the conveyance of such Treated Water including, but not restricted to, the setting of monetary rates for sale of such water. “Convey” means sell, trade, donate, exchange, transfer title or contract therefor.

9.2 Resale Customers to Adopt Water Conservation and Drought Contingency Plans. In consideration of the written approval of the resale of Treated Water, if so granted, Customer agrees that the wholesale water supply contract with each successive wholesale customer to whom Treated Water is resold must contain a provision requiring said customer to develop and implement a water conservation plan or water conservation measures consistent with the requirements of Section 8.2.

9.3. Rights to Water and Return Flows. Customer understands, acknowledges, and agrees that Customer shall acquire no water rights or title or right to the use, reuse, or recycling of water generated as the result of Dallas’ sale and delivery of Treated Water to Customer pursuant to this Contract. Dallas makes no claim and asserts no water rights related to the wastewater effluent return flows produced by Customer as a result of Customer’s water use under this Contract, it being expressly understood and agreed to that Customer is not prohibited by this Contract from

treating, using or selling such wastewater effluent return flows in accordance with applicable law and TCEQ regulations.

Article 10. RIGHTS-OF-WAY AND STREET USE

10.1 Provision of Easements. Customer agrees to furnish any easements or rights-of-way necessary within or without Customer's boundaries reasonably necessary for Dallas to deliver Treated Water to Customer as provided in Article 4, hereof, and to convey such easements or rights-of-way to Dallas as therein provided.

10.2 Use of Customer Streets, Alleys, and Easements. Subject to the prior written approval of Customer, Dallas may use Customer's streets, alleys and other public rights-of-way and public utility easements within Customer's boundaries for pipeline purposes to provide Treated Water to Customer or to other customers without charges or tolls to the extent that Customer has the legal right to make such grant. Dallas agrees to make, at Dallas' cost, the necessary repairs to restore the streets, alleys or public rights-of-way used in accordance with Customer's then existing specifications for such work. Such use and repairs shall be pursuant to the terms and conditions of the conveyance Customer duly grants for such purposes.

10.3 Use of Dallas Streets, Alleys, and Easements. Subject to the prior written approval of Dallas, Customer may use Dallas' streets, alleys and other public rights-of-way and public utility easements within Dallas' boundaries for pipeline purposes to provide Treated Water to Customer without charges or tolls to the extent that Dallas has the legal right to make such grant. Customer agrees to make at Customer's cost, the necessary repairs to restore the streets, alleys or public rights-of-way used in accordance with Dallas' then existing specifications for such work. Such use and repairs shall be pursuant to the terms and conditions of a private license duly granted by the Dallas City Council.

Article 11. CUSTOMER SYSTEM OPERATION STANDARDS

Customer agrees to operate its water distribution system subject to the following:

- A. Customer shall protect Customer's storage and distribution system from cross connections under the specifications required by health standards of the State of Texas.
- B. Customer agrees to provide air gaps for any ground storage and backflow preventers for any elevated storage.
- C. Customer agrees to provide internal storage sufficient to meet its emergency needs and to maintain a reasonable load factor for deliveries from Dallas to Customer.
- D. Customer agrees to maintain and operate its internal system in compliance with all local, state, and federal laws and regulations.

Article 12. MEMORANDUM OF AGREEMENT

The Memorandum of Agreement is incorporated herein, as if copied word for word and is made a part of this Contract. Any revision of the Memorandum of Agreement according to its terms and not in conflict herewith shall automatically be incorporated into and become a part of this Contract.

Article 13. FORCE MAJEURE; RELEASE; INDEMNITY

13.1 Force Majeure. Neither party shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond their respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

13.2 Release for Line Damages. CUSTOMER HEREBY AGREES TO RELEASE AND HOLD DALLAS WHOLE AND HARMLESS FROM ANY CLAIMS OR DAMAGES ARISING NOW AND IN THE FUTURE: (1) TO CUSTOMER'S WATER MAINS OR WATER SYSTEM RESULTING FROM THE RATE OF FLOW OR QUANTITY OF WATER DELIVERED BY DALLAS; AND (2) AS A RESULT OF THE CHEMICAL OR BACTERIOLOGICAL CONTENT OF WATER PROVIDED TO CUSTOMER, UNLESS THE DAMAGES RESULTING FROM THE CHEMICAL OR BACTERIOLOGICAL CONTENT OF THE WATER ARE CAUSED BY THE NEGLIGENT ACT OR OMISSION OF DALLAS, ITS OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS.

13.3 Indemnification. TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD DALLAS, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY LIABILITY IN CLAIMS, ADMINISTRATIVE PROCEEDINGS OR LAWSUITS FOR JUDGMENTS, PENALTIES, FINES, COSTS, EXPENSES AND ATTORNEY'S FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, OR FOR VIOLATIONS OF STATE OR FEDERAL LAWS OR REGULATIONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY: (A) A BREACH OF THIS CONTRACT BY CUSTOMER; (B) THE NEGLIGENT ACT OR OMISSION OF CUSTOMER IN THE PERFORMANCE OF THIS CONTRACT OR IN CUSTOMER'S DAY-TO-DAY WATER OR WASTEWATER UTILITY OPERATIONS; OR (C) THE CONDUCT OF CUSTOMER THAT CONSTITUTES A VIOLATION OF STATE OR FEDERAL LAWS OR REGULATIONS. PROVIDED, HOWEVER, THAT THE INDEMNITY STATED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM DALLAS' SOLE VIOLATION OF A STATE OR FEDERAL LAW OR REGULATION OR FROM THE SOLE NEGLIGENCE OF DALLAS, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF THE JOINT AND

CONCURRING RESPONSIBILITY OF CUSTOMER AND DALLAS, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING GOVERNMENTAL IMMUNITY OR ANY OTHER DEFENSES OF THE PARTIES UNDER APPLICABLE TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

13.4 Equitable Remedies. Recognizing that Dallas' and Customer's undertakings as provided in this Contract are obligations, the failure in the performance of which cannot be adequately compensated in money damages, Dallas and Customer agree that, in the event of any default, the other party shall have available to it the equitable remedy of specific performance in addition to other legal or equitable remedies which may be available to such party.

Article 14. SPECIAL PROVISIONS

This Contract shall incorporate and be subject to the following additional special provisions:

A. Provisions peculiarly applicable to the Contract with Customer as opposed to other wholesale treated water customers, which are set forth in Exhibit "D," attached hereto and incorporated herein by reference.

Article 15. MISCELLANEOUS PROVISIONS

15.1. Contract Administration. This Contract shall be administered on behalf of Dallas by the Director and on behalf of Customer by its authorized official or designated representative, who shall initially be Customer's Public Services Director.

15.2 Notice of Contract Claim. This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Customer shall comply with the requirements of this ordinance as a precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

15.3 Venue. The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

15.4 Governing Law. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of any other state.

15.5 Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

15.6 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

15.7 Captions. The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

15.8 Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as may otherwise be provided in this Contract, their assigns.

15.9 Notices. Except as otherwise provided in Section 15.2, any notice, payment, statement, or Demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to Dallas:

City of Dallas
Director of Water Utilities
1500 Marilla Street- 4/A/North
Dallas, Texas 75201

If to Customer:

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

15.10 Conflict of Interest. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE
OR OFFICER PROHIBITED --

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the

person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.”

For purposes of this Section 15.10, the word “City” means “City of Dallas.”

15.11 Gift to Public Servant. This Contract shall be subject to the following additional provisions:

A. Dallas may terminate this Contract immediately if Customer has offered, or agreed to confer any benefit upon a Dallas employee or official that the Dallas employee or official is prohibited by law from accepting.

B. For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

C Notwithstanding any other legal remedies, Dallas may require Customer to remove any officer or employee of Customer from the administration of this Contract or any role in the performance of this Contract who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a Dallas employee or official.

15.12 Applicable Laws and Regulations. This Contract is made subject to, and Dallas and Customer agree to comply with, all applicable laws of the State of Texas, applicable rules, regulations and orders of the TCEQ and Texas Water Development Board (TWDB) (or any successor entities thereto), Federal Law (including but not limited to environmental and water quality laws, rules, orders, and regulations), and the Charter and other ordinances of the City of Dallas and the Dallas/Fort Worth International Airport Board, as same may hereafter be amended. This Contract’s effectiveness is dependent upon Dallas’ and Customer’s compliance with Title 30, Texas Administrative Code, Section 295.101 and Title 30, Texas Administrative Code, Chapter 297, Subchapter J (relating to water supply contracts and amendments), as amended. This Contract may be subject to review and approval by TCEQ or TWDB. In the event of any final judgment finding any violation of the laws, rules, regulations, or orders by Customer described above, Customer, shall be strictly liable for any damages caused to the property of Dallas, as a result of such violation.

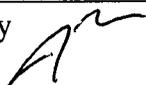
15.13 Authorization to Act. By their signature below, the representatives of Dallas and Customer state that they are authorized to enter into this Contract. Dallas and Customer shall each provide documentation that this Contract has been authorized by its respective governing body.

15.14 Entire Agreement; No Oral Modifications. This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this the ___ day of _____, 2016, by the City of Dallas, signing by and through its City Manager, duly authorized to execute same by Resolution No.16-_____, adopted by the City Council on _____, 2016, and by Customer, acting through its duly authorized officials.

**APPROVED AS TO FORM:
CHRISTOPHER D. BOWERS
Interim City Attorney**

**CITY OF DALLAS
A. C. GONZALEZ,
City Manager**

BY _____
Assistant City Attorney 

BY _____
Assistant City Manager

ATTEST:

**CUSTOMER:
CITY OF LEWISVILLE**

BY _____
Julie Heinze, City Secretary

BY _____
Donna Barron, City Manager

APPROVED AS TO FORM:

BY _____
City Attorney

Exhibit A

Memorandum of Agreement (MOA) for Wholesale Treated Water

Preamble: The 1979 MOA settled a rate dispute lawsuit between Dallas and its Wholesale Treated Water Customers regarding the wholesale treated water rate-setting methodology ("rate-setting methodology"), and as such has served the rate-setting methodology process well over the past 30 years. This amended agreement recognizes that changes to the rate-setting methodology have occurred over this timeframe, and incorporates consensus changes between Dallas and its Wholesale Treated Water Customers, and as such will serve to govern the rate-setting methodology for the next 30 years.

1. Purpose: Dallas is a regional water provider currently providing treated water service to Wholesale Treated Water Customers located within Dallas' established service area in North Central Texas. The purpose of this agreement is to establish the rate-setting methodology and formalize the mutual expectations of Dallas and its Wholesale Treated Water Customers with respect to rate-setting methodology. This rate-setting methodology will provide the basis for determining wholesale treated water rates after its effective date.
2. Applicability: This agreement is subject to all applicable orders, laws and regulations of the City of Dallas, State of Texas and the United States. If any state or federal governmental agency having jurisdiction disapproves any material part of this agreement during the term, the agreement is subject to cancellation by any party and renegotiation by Dallas and its Wholesale Treated Water Customers.
3. Water System Policy: Dallas operates a water system to provide a regulatory compliant, safe and reliable water supply, adequate for the current water use and future growth of Dallas and its Wholesale Treated Water Customers, and to avoid subsidization of any class of customers.
4. Definitions: A glossary which defines applicable cost of service terms is located in Appendix A of this MOA. Cost of service terms may be added, or the definition of an existing term amended, from time to time, without the necessity of amending this MOA. Additions and amendments will be reflected in the appendices attached to the annual cost of service studies.
5. Responsibilities:
 - a. Dallas is responsible for planning, financing, constructing, operating and maintaining the water supply system to the extent permitted by available water revenues, for developing cost of service information to support wholesale rate changes, and for informing Wholesale Treated Water Customers of wholesale rate changes and other pertinent utility information.

- b. Wholesale Treated Water Customers are responsible for keeping Dallas informed concerning their projected water supply needs and operating requirements for planning, managing and maintaining their retail systems to promote water conservation and efficient system operation, and for paying adequate rates to Dallas to cover the costs incurred by Dallas in providing service to them.

6. Rate-Setting Methodology for Wholesale Treated Water:

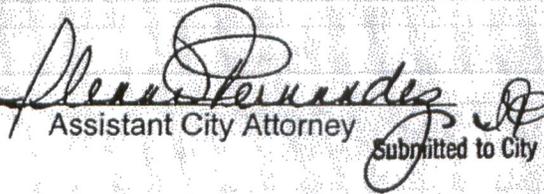
- a. Revenue requirements are to be determined on a utility basis, at original cost, including construction work in progress.
- b. Dallas is to receive a rate of return on rate base equal to embedded interest rate on water revenue bonds, commercial paper and other debt instruments plus 1.5 percent, which is agreed to be an adequate return to cover its costs and risks and as compensation for ownership and management responsibilities.
- c. All existing and future water supplies and associated facilities are to be included in a common water rate base. Wholesale Treated Water Customers, as a class, shall pay their proportionate share of costs for water supply, including that portion held for future use. For the 2010 cost of service study, wholesale treated water customers shall be allocated a percentage of total reservoir costs based on a 10-year future use percentage calculated using a 24-year linear regression. This percentage shall be increased or decreased in direct proportion to future changes in actual usage in conjunction with the cost of service studies. (Dallas will pay the balance of water supply costs which are not allocated to Wholesale Treated Water Customers under the cost of service allocation.) Allocation of costs other than water supply costs, including but not limited to operations and maintenance costs, shall be based on current use.
- d. Direct reuse of treated wastewater effluent is an Inside Dallas only cost and will be allocated to Inside Dallas customers only. Indirect reuse of treated wastewater effluent for lake augmentation will be included as a cost and as a benefit common-to-all.
- e. There will be a two part wholesale treated water rate (volume and demand), with allocation of costs in rate design so as to encourage conservation and efficient operation of the water systems of Dallas and its Wholesale Treated Water Customers.
- f. At the end of ten years from the Effective Date of the MOA, and each ten years thereafter, the City of Dallas or a majority of the Wholesale Treated Water Customers who are parties to this agreement may request a review of the above rate-setting methodology; and if so, the methodology shall be subject to renegotiation.

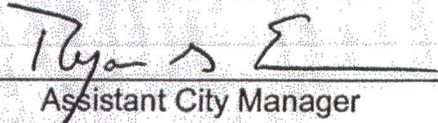
7. Wholesale Treated Water Rates: After the effective date of this MOA, Dallas will prepare a cost of service study to support wholesale treated water rates and allocations, and will submit it to the Wholesale Treated Water Customers to review and accept prior to submission to the Dallas City Council. Except as noted herein, the cost of service rate-setting principles will adhere to the 2009 cost of service study, including changes that have been identified and implemented since that date.
8. Effective Date: This MOA is effective as of December 17, 2009.
9. Term: The term of this MOA is thirty (30) years from its effective date, or until December 16, 2039, and for such additional periods as the parties may mutually agree upon.
10. Approved changes: Changes in the rate-setting methodology or other conditions may be made by mutual agreement of all parties at any time.
11. Individual contracts: This MOA is considered a replacement of and supersedes the 1979 MOA and shall automatically be incorporated and become a part of all existing wholesale treated water contracts without any further action or approval on the part of the City or of the Wholesale Treated Water Customers. Rate-setting methodology for individual contracts for wholesale treated water service between Dallas and its Wholesale Treated Water Customers will be consistent with this MOA. Dallas and its Wholesale Treated Water Customers will honor their existing water service contracts until such time as the contracts are amended or superseded by a new contract. Contracts for new Wholesale Treated Water Customers will be consistent with this MOA.
12. Recognition of MOA Participants: The MOA renegotiation process took place over many months during 2009 and 2010 and involved a number of meetings to discuss possible changes, revisions, and alternatives to the existing MOA. To that end, the City of Dallas would like to thank the individuals listed below for their outstanding input and contributions in the MOA update and renegotiation process, without whose help this revised document would not have been possible. Participants are listed in attached Appendix B.
13. Authorization to Act: By their signatures below, the representatives of Dallas and the Wholesale Treated Water Customers state that they are authorized to enter into this MOA. Dallas and the Wholesale Treated Water Customers will each provide documentation that this MOA has been authorized by its respective governing body.
14. Counterparts: This MOA may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED as of the 1st day of June, 2010, on behalf of Dallas by its City Manager, duly authorized by Resolution No. 10-1231, adopted on the 12th day of May, 2010 and approved as to form by its City Attorney.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

CITY OF DALLAS
MARY K. SUHM
City Manager

BY 
Assistant City Attorney
Submitted to City Attorney

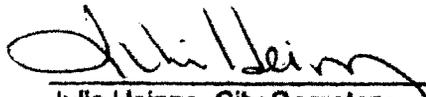
BY 
Assistant City Manager

EXECUTED as of the 21ST day of JUNE, 2010, on behalf of The City of Lewisville, Texas, by its City Manager as authorized by Resolution adopted on the 21ST day of JUNE, 2010 by a vote of 5 to 0.

CITY OF LEWISVILLE, TEXAS

BY 
Claude King, City Manager

ATTEST:


Julie Heinze, City Secretary

APPROVED AS TO FORM:

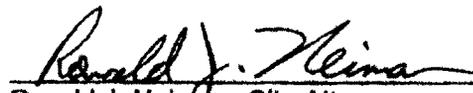

Ronald J. Neiman, City Attorney

Exhibit B

DESCRIPTION AND MAP OF CUSTOMER'S SERVICE AREA

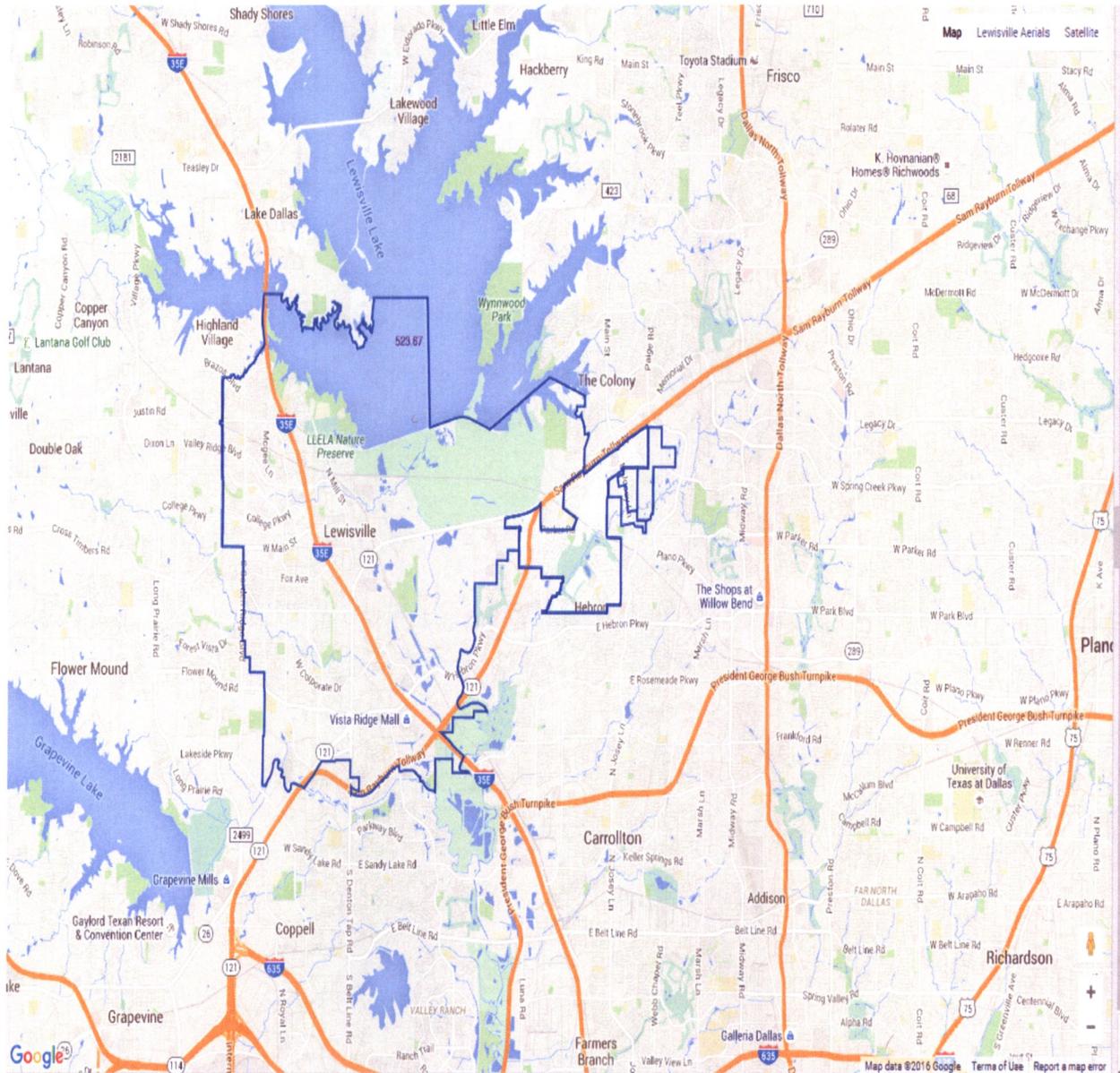


Exhibit C

CITY OF LEWISVILLE
DELIVERY POINTS OF ENTRY AND METERING FACILITIES

METERING AND DELIVERY FACILITIES

Lewisville is connected to the Dallas treated water system with a rate of flow controlled metering station located on Lake Ridge Road near S.H. 121, a rate of flow controlled metering station located on Lake Vista Drive, north of Sandy Lake Road and east of MacArthur Boulevard, a rate of flow controlled metering station located on Midway Road west of FM 544 and north of SH 121 Business; and, an emergency reciprocal treated water service located on Valley Parkway near Round Grove Road (F.M. 3040).

EASTSIDE RATE OF FLOW CONTROLLED METERING STATION

Following is a description of the Eastside metering and delivery facilities as they were designed and constructed under the provisions of this Contract, of which Exhibit C is a part.

Location: The metering station is located north of S.H. 121 in the City of Lewisville on Lake Ridge Road.

The site is owned by Lewisville.

Metering Facilities: The primary meter is a 12" venturi meter with a 12" rate of flow control valve. The maintenance meter is a 12" turbine meter installed within the vault parallel to the primary meter. The maintenance meter is normally valved off, and is only used when the primary meter is out of service.

In accord with Article 4 of this Contract, the metering facilities are owned by Dallas; however, because Lewisville funded the cost for some of the equipment and construction of the metering facilities, it is understood by both parties that ownership of only those facilities funded by Lewisville will revert to Lewisville when, and if, service is discontinued.

Delivery Facilities: The metering station is connected with a 20" water main to Dallas' 36" water transmission main in F.M. 423 (Main Street), also called The Colony Main for purposes of this Contract.

In accord with Article 4 of this Contract, Dallas owns the water mains and valves on Dallas' system side of the metering station, and Dallas owns the short section of mains and valves on the discharge side of the metering station. Lewisville ownership begins after the first set of valves on the discharge side of the metering station.

Pipeline Capacity: Lewisville has purchased from Dallas the right to use a total capacity of 12.4 million gallons per day (MGD) within The Colony Main. These capacity rights, and their purchases, are further described in other sections of this Contract and its Exhibits, both of which as may have been amended from time to time, and of which this Exhibit B is a part.

SOUTHSIDE RATE OF FLOW CONTROLLED METERING STATION

Following is a description of the Southside metering and delivery facilities as they were designed and constructed under the provisions of this Contract, of which this Exhibit C is a part.

Location: The metering station is located on the south side of Lake Vista Drive east of MacArthur Boulevard.

The site is owned by Lewisville.

Metering Facilities: The primary meter is a 20" venturi meter with a rate of flow control valve sized for a delivery rate of no more than 18 MGD. The maintenance meter is a turbine meter installed within the vault parallel to the primary meter. The maintenance meter is normally valved off, and only used when the primary meter is out of service.

In accord with Article 4 of this Contract, the metering facilities are owned by Dallas; however, because Lewisville funded the cost for some of the equipment and construction of the metering facilities, it is understood by both parties that ownership of only those facilities funded by Lewisville will revert to Lewisville when, and if, service is discontinued.

Delivery Facilities: The metering station is connected with a 36" water main to Dallas' 66" water transmission main in Sandy Lake Road, also called the Airport Main for purposes of this Contract.

In accord with Article 4 of this Contract, Dallas owns the water mains and valves on Dallas' system side of the metering station, and Dallas owns the short section of mains and valves on the discharge side of the metering station. Lewisville ownership begins after the first set of valves on the discharge side of the metering station.

Pipeline Capacity: Lewisville acquired from Irving the rights to a portion of Irving's capacity, in the amount of 6 MGD, within the Airport Main. The transfer of these capacity rights was approved and authorized by an interlocal agreement between the Cities of Irving, Lewisville and Coppell executed October 14, 1994, which interlocal agreement is not a part of this Contract, but is only mentioned for reference information.

Both Dallas and Lewisville acknowledge that Lewisville may acquire additional capacity from Irving's capacity rights within the Airport Main. For purposes of administering this Exhibit C to this Contract, the City of Dallas' Director of Water Utilities is authorized to revise this Exhibit to recognize any future changes in Lewisville's capacity rights share in the Airport Main.

MIDWAY RATE OF FLOW CONTROLLED METERING STATION

Following is a description of the Midway metering and delivery facilities as they were designed and constructed under the provisions of this Contract, of which this Exhibit C is a part.

Location: The metering station is located on the south side of Midway Road near the intersection with FM 544 at 2110 Midway Road.

The site is owned by Lewisville.

Metering Facilities: The primary meter is a 20" venturi meter with a rate of flow control valve sized for a delivery rate of no more than 15 MGD. The maintenance meter is a turbine meter installed within the vault parallel to the primary meter. The maintenance meter is being used in the interim normally valved off, and only used when the primary meter is out of service.

In accordance with Article 4 of this Contract, the metering facilities are owned by Dallas; however, because Lewisville funded the cost for some of the equipment and construction of the metering facilities, it is understood by both parties that ownership of only those facilities funded by Lewisville will revert to Lewisville when, and if, service is discontinued.

Delivery Facilities: The metering station is connected with a 30" water main to Dallas' 30" water transmission main from Old Denton Road.

In accord with Article 4 of this Contract, Dallas owns the water mains and valves on Dallas' system side of the metering station, and Dallas owns the short section of mains and valves on the discharge side of the metering station. Lewisville ownership begins after the first set of valves on the discharge side of the metering station.

Pipeline Capacity: Lewisville has 15 MGD in pipeline capacity.

EMERGENCY RECIPROCAL TREATED WATER CONNECTION AND FLAT RATE METER STATION

The emergency reciprocal treated water connection was authorized under the "Reciprocal Agreement for Emergency Treated Water Supply," dated September 19, 1984, as amended,

between the cities of Dallas and Lewisville. The emergency connection also serves as a flat rate, volume only, meter and delivery facility "Flat Rate Meter Station".

The metering station consists of an underground vault with an existing 10" turbine meter that is not normally permanently installed, but is stored on-site at the metering station for immediate installation and use. The meter can be installed in either direction to allow delivery by either Dallas or Lewisville should it be required under an emergency condition.

Following is a description of the Flat Rate Meter Station metering and delivery facilities and emergency connection.

Location: The Flat Rate Meter Station and emergency connection is located at Lewisville's Valley Parkway Pump Station and elevated storage tank, approximately 500 feet north of the intersection of Round Grove Road (F.M. 3040) and Valley Parkway in the City of Lewisville. The site is owned by Lewisville.

Metering Facilities: The meter is a 10" turbine meter. The meter is normally valved off, and is only used when allowed under the special provisions within Exhibit D of this Contract. The metering facility is jointly owned by both Dallas and Lewisville. Costs to refurbish the meter facility will be shared equally by Dallas and Lewisville. The party having title to metering and/or delivery facilities shall normally have the responsibility for routine periodic and preventive maintenance. If, by mutual agreement, a joint cost metering facility is discontinued, the parties will agree to the division of valves, piping, and fittings, and if applicable, disposal of the property on which the metering site is located.

Delivery Facilities: The metering station is connected to Dallas' 30" water transmission main in Round Grove Road (F.M. 3040) and to Lewisville's 30" main at Lewisville's Valley Parkway elevated storage facility with a 16" water main in Valley Parkway. The 16" water main is owned jointly by Dallas and Lewisville.

Pipeline Capacity: Dallas and Lewisville agree that Lewisville does not have any pipeline capacity rights in the Flower Mound Main. However, Dallas will provide water to Lewisville through this flat rate facility on an emergency and/or intermittent basis when it is requested by Lewisville and when it is available within the Flower Mound Main as detailed within Exhibit D of this Contract.

Future Facilities: Should additional delivery points be agreed upon in the future, this Exhibit C will be revised to recognize these facilities. Revisions to this Exhibit C in order to add, delete,

or modify delivery points or metering facilities can be authorized by the DWU Director and do not require Dallas City Council approval.

Exhibit D

SPECIAL CONTRACT CONDITIONS/AGREEMENTS

Lewisville and Dallas agree that this Exhibit D, containing conditions and clarifications to the respective Sections of this Contract as numbered below, are a part of this Contract and should be considered as such for purposes of administration and interpretation.

- D.1 In consideration for Lewisville's previous payment in full for pipeline capacity within the 36" water transmission main serving the City of The Colony, hereinafter referred to as "The Colony Main" for purposes of this Contract, Dallas agrees to provide 12.4 million gallons per day (MGD) capacity to Lewisville from The Colony Main.
- D.2 This Contract acknowledges Lewisville's acquisition from the City of Irving of 6 MGD of Irving's capacity within the 66" water transmission main serving Coppell, Flower Mound, Irving and Dallas-Fort Worth International Airport, hereinafter referred to as "The Airport Main" for purposes of this Contract. It is understood and agreed that this capacity transferred to Lewisville by Irving consists of the transfer of a part of Irving's existing capacity rights acquired by Irving with its cost participation in the construction of The Airport Main, and that Irving's capacity rights share within the pipeline decreases in the amount that Lewisville's share increases, such that the total pipeline capacity remains unchanged. At the time of the approval of this Exhibit D, the total pipeline capacity for The Airport Main is 80 MGD, and Lewisville's share is accordingly 6/80 of the total pipeline capacity.

This Contract recognizes that Lewisville may purchase additional capacity within The Airport Main from the City of Irving, or one of the other capacity holders such as Dallas-Fort Worth International Airport, the City of Coppell or the Town of Flower Mound. It is understood and agreed that any capacity within The Airport Main acquired by Lewisville will only consist of the transfer of a part of existing capacity rights held by Dallas-Fort Worth International Airport, the City of Coppell or the Town of Flower Mound, and that the respective capacity rights holder's share within the pipeline shall decrease in the amount that Lewisville's share increases, such that the total pipeline capacity remains unchanged. At the time of the approval of this Exhibit D, the total pipeline capacity for the Airport Main is 80 MGD, and any such capacity transfers shall be a fractional amount of the total pipeline capacity.

This Exhibit D can be revised by the City of Dallas' Director of Water Utilities to indicate future revisions in Lewisville's pipeline capacities should Lewisville's pipeline capacity shares change in the future.

- D.3 This Contract acknowledges Lewisville's acquisition 15 MGD of pipeline capacity per the interlocal agreement between Carrollton, Lewisville and The Colony executed on August 10, 2004. The Interlocal agreement specifies the transmission line originating at the Elm Fork Water Treatment Plant is jointly owned by these three parties, and is

operated and maintained by Carrollton. Lewisville has 15 MGD capacity in the line, Carrollton has 12.5 MGD and The Colony has 15 MGD capacity in the line.

D.4 This Contract acknowledges that Lewisville will receive treated water from Dallas at three rate of flow metering stations. It is also understood that similar additional connections and related facilities may be added in the future. Both parties agree that the individual demands assigned to each rate of flow controlled metering station are transferable from one metering station to the other, providing such transference is requested by Lewisville and is within the documented delivery capacity and capability of the metering station and delivery facilities.

D.5 Under the terms of this section of Exhibit D of this Contract, Dallas will deliver treated water to Lewisville on an intermittent basis, at a limited rate of flow, through the Flat Rate Meter Station, described in more detail in Exhibit C of this Contract. Both Lewisville and Dallas acknowledge that the Town of Flower Mound owns all rights to the capacity in Dallas' 30" pipeline supplying this connection, called "The Flower Mound Main" for purposes of this Contract. Therefore, the only amount of water available to Lewisville through this connection shall be no more than the amount that is available after Dallas has met the supply needs of the Town of Flower Mound. This supply is anticipated to be provided to Lewisville on an intermittent basis at times when requested by Lewisville and approved by Dallas' Director of Water Utilities, or his/her duly appointed representative. Such approval shall be granted only when supply is available within The Flower Mound Main, and shall not be unreasonably withheld. The amount of water supplied to Lewisville under this provision shall be billed at Dallas' wholesale flat rate.

D.6. **EMERGENCY WATER SUPPLY**

1. Under the terms of this section of Exhibit D, Dallas will deliver treated water to Lewisville or Lewisville can deliver water to Dallas on an emergency basis, at a limited rate of flow, through the Flat Rate Meter Station, described in more detail in Exhibit C of this Contract. Such water will be provided on an emergency basis due to equipment or facility failures, or events beyond the control of one of the parties. Emergency connections or supply will not be made for the purpose of compensating for system deficiencies. The amount of water available to Lewisville through The Flower Mound Main shall be no more than the amount that is available after Dallas has met the supply needs of the Town of Flower Mound. This temporary supply is anticipated to be provided to Lewisville on an emergency basis at times when requested by Lewisville per the "Notification of Requirement – Metering" guidelines as found in Section D.6.2. below and approved by Dallas' Director of Water Utilities, or his/her duly appointed representative, or when requested by Dallas and approved by Lewisville's Director of Public Services, or his/her duly appointed representative. Such approval by Dallas shall be granted only when supply is available within The Flower Mound Main, and shall not be unreasonably withheld.

2. **Emergency Supply Request – Metering**

A. The party requiring emergency water supply shall notify:

For the City of Dallas
Wholesale Services Division
Dallas Water Utilities
1500 Marilla Street
Dallas, Texas 75201

For the City of Lewisville
City of Lewisville
Office of the City Manager
151 West Church
Lewisville, Texas 75067

Notification of the Dallas Water Utilities Wholesale Services Division anticipates that notification will be during normal business hours. If the emergency occurs during non-business hours, Lewisville is to contact DWU Water Pumping Operations Division.

- B. It is anticipated that notification will, due to emergency conditions, be verbal. However, the request for services and the conditions of the emergency will be confirmed in writing at the earliest practical date.
- C. The party requiring emergency water supply shall be responsible for:
- i. Notifying the supplying party of the need for emergency water supply.
 - ii. Setting a meter of the appropriate size or requesting the supplying party to set a meter (if a meter is not permanently set by mutual agreement. In the event the supplying party sets the meter, the party receiving service will pay the supplying party's costs for setting and removing the meter.
 - iii. Contacting the supplying party for the purpose of conducting a joint reading of the meter.
 - iv. Ensuring removal of the meter within 24 hours after termination of emergency (if the meter is not permanently set by mutual agreement).
3. **Payment for Water Supply.** The amount of water supplied to Lewisville under this reciprocal emergency water supply provision shall be billed at Dallas' wholesale flat rate. The amount of water supplied to Dallas under this provision shall be billed at Lewisville's commercial rate.

If additional special conditions or agreements pertaining to this Contract are required in the future, Exhibit D will be amended. Amendments to this Exhibit D that do not materially affect the terms of the Contract can be authorized by the DWU Director and do not require Dallas City Council approval.

MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: May 16, 2016

SUBJECT: **Approval of a Professional Services Agreement with RJN Group, Inc., in the Amount of \$146,160 for Design and Engineering Services Related to the IH-35 Water and Sanitary Sewer Line Rehabilitation Project, and a Project Design Budget of \$156,160 Which Includes \$10,000 for Contingencies; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

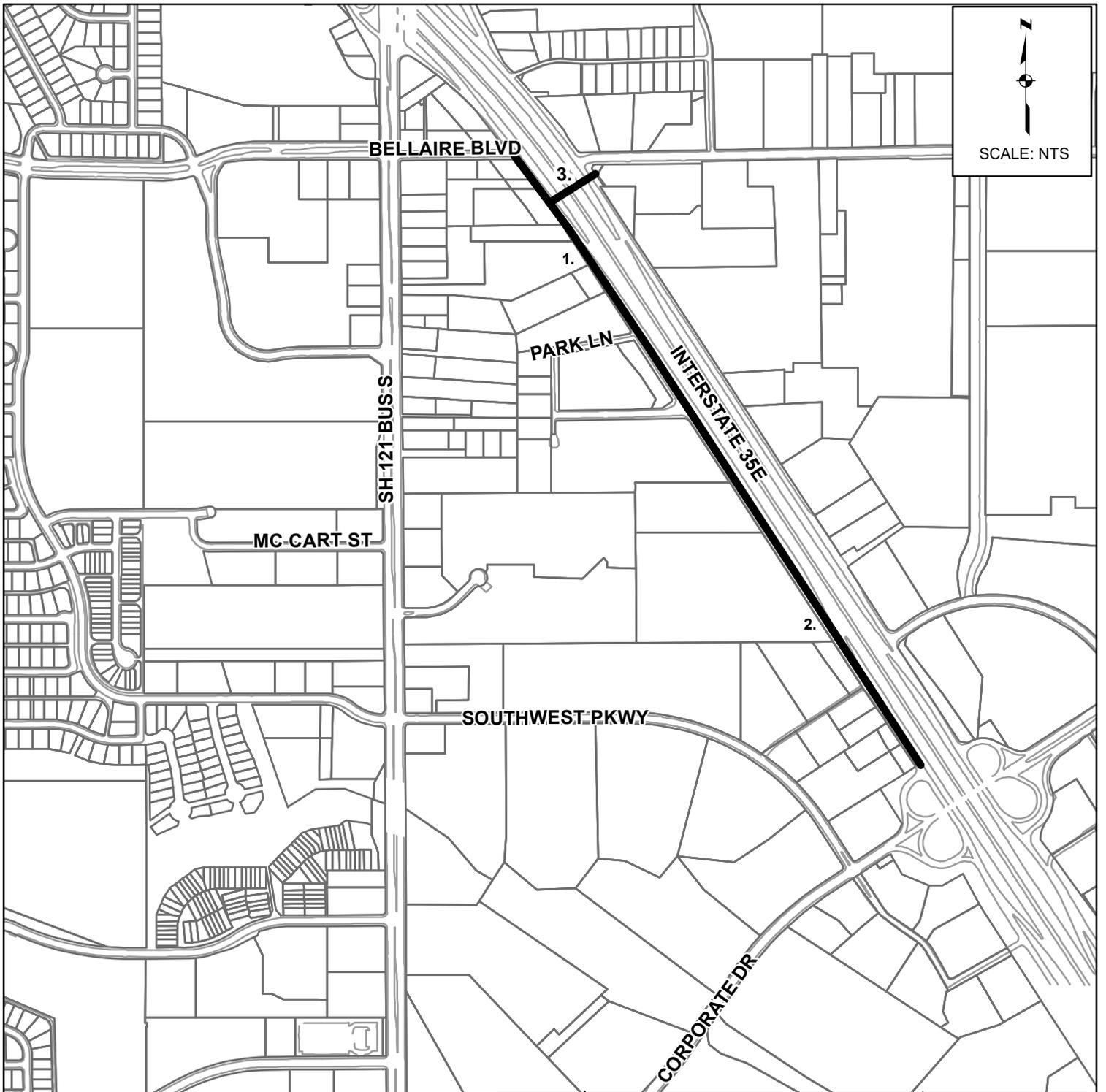
The IH-35 Water and Sanitary Sewer Line Rehabilitation Project consists of approximately 1,435 feet of 8-inch sewer, 515 feet of 12-inch sewer and 3,950 feet of 12-inch water mains along southbound frontage road of IH35 from Bellaire Blvd. to Corporate Drive and 330 feet of 12-inch sanitary sewer line constructed by boring across IH-35 near Bennett Lane. The utility lines adjacent to I-35 included in the IH-35 Utilities project were originally included in the 2014 Utility Replacement project currently being designed by Black & Veach Engineering Inc., however were pulled from the 2014 project in June of 2015 due to unresolved coordination issues with TXDOT. This Project includes replacement of water and sewer lines determined by staff based on repair history; age of infrastructure; and system importance and is unrelated to construction of I-35. The sewer line underneath I-35 at Bennett Lane was added due to the age, type of material and proximity to the other utility lines in this project.

ANALYSIS

The engineer's estimated construction cost for the project is \$1,611,581.00. Staff has negotiated a Professional Services Agreement with RJN Group, Inc in the amount of \$146,160.00 for the project. RJN Group was selected for this project based on their performance on other similar utility projects in Lewisville such as Valley Parkway Sanitary Sewer and Westwood 2 Subdivision Rehab. The reconstruction of these lines will require a significant amount of trenchless construction and RJN Group specializes in designing trenchless utility projects. A total design budget of \$156,160.00 is requested, which includes \$10,000.00 for contingencies. Funding is available in U1301 project accounts. The design timeline for bid ready plans completion is 180 calendar days from notice to proceed and is exclusive of time for City staff reviews.

RECOMMENDATION

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



**LOCATION MAP
FOR
IH 35 WATER AND SEWER
REHABILITATION PROJECT**

Segment No.	Location	Approx. Length (feet)	Replacement Size & Type
1.	IH35E frontage road (west side), from Bellaire Blvd. to south of Park Street	1,435 515	8" Sewer 12" Sewer
2.	IH35E frontage road (west side), from Bellaire Blvd. to 200 +/- north Corporate Drive	3,950	12" Water
3.	IH35E at Bellaire Crossing	330	12" Sewer

PROFESSIONAL SERVICES AGREEMENT
for
I-35 WATER & SEWER MAIN IMPROVEMENTS

The City of Lewisville, Texas, hereinafter called City, hereby engages RJN GROUP, INC., hereinafter called Consultant, to perform professional services in connection with I-35 Water & Sewer Main Improvements, hereinafter called Project.

I. PROJECT. The Project is described as follows:

The City of Lewisville has identified approximately 1,435 linear feet of 8-inch sanitary sewer main reconstructed by pipe bursting, 515 linear feet of 12-inch sanitary sewer main by open cut construction, 330 linear feet of 12-inch sanitary sewer main constructed by jacking and boring beneath I-35, and construction of approximately 3,950 linear feet of 12-inch water main along the I-35 frontage road. The project consists of open cut and trenchless construction of 12-inch water main as well as pipe bursting, open cut, and jack/bore construction of 8 to 12-inch sewer mains, manholes, and appurtenant work for design of replacement sewer lines. The project resides along the southbound frontage road of I-35 from East Corporate Drive to Bennett Lane. Services to be performed by the consultant shall include all aspects of the work as set forth in the following scope of services.

SERVICES INCLUDED. The Consultant will perform the following:

- A. Surveying needed for the verification of the survey information provided by B&V along the design corridor.
- B. Preparation of construction plans suitable for review, permitting, bidding, preparation of technical specifications and quantities required for bidding and construction of the project, construction, inspection, and record keeping.
- C. Preparation of easements on 10 tracts that do not currently have utility easements per information provided by City.
- D. Attend Pre-Construction Conference.
- E. Perform construction staking of the water and sewer line alignments before construction begins.
- F. Assist the City through the bidding/construction closure phase of the project. This includes all meetings necessary thru design, utility coordination, bidding, construction, and close out.

A more detailed description of Services is contained in Attachment A, which is hereby included in this Professional Services Agreement by reference.

II. COMPENSATION.

The Consultant agrees to perform the services described herein for the amounts stated; and, the City agrees to make payments in the amounts stated. The total fee agreed to for all described services is **\$146,160**. A breakdown of fees for various services is included in Attachment "B", which is hereby included in this Professional Services Agreement by Reference.

Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

- IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.
- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. INDEMNIFICATION.** The Consultant agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Consultant, its officers,

agents, employees or subconsultant, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate consultants, and in the event of joint and concurring negligence or fault of the Consultant and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- VIII. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- IX. TIME OF COMPLETION.** A project schedule, shown in Attachment "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- X. PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- XI. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subconsultants submit a declaration signed under penalty of perjury of the laws of the

State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subconsultants shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subconsultants have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subconsultants submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

XII. ADA COMPLIANCE. All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

XIII. SUCCESSORS AND ASSIGNS. The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

XIV. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

XV. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

By: _____
Donna Barron, City Manager

Date: _____

Attest: _____
Julie Heinze

By:  _____
Daniel Jackson, P.E. Vice President

Date: 4/29/16 _____

Attest:  _____

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

ATTACHMENT A
SCOPE OF SERVICE
FOR
I-35 WATER & SEWER MAIN IMPROVEMENTS
CITY OF LEWISVILLE, TEXAS

Attachment "A" further defines the services to be performed by RJN Group, Inc., in conjunction with design of replacement of sewer and water lines along I-35. Services to be performed by the consultant shall include all aspects of the work as set forth in the following scope of services.

SCOPE OF SERVICES

A. Design Survey

1. Topographical and Vertical Surveying

Topographic survey cost is based on the survey of various appurtenances to verify the existing survey provided by Black & Veatch regarding the I-35 corridor. The following survey data will be obtained and applied in the development of construction drawings.

- Verification of specific existing above-ground utility appurtenances, structures, trees and shrubs, curbs, driveways, sidewalks, pavements, fences, property corners, block corners, points of curvature (PCs), points of tangents (PTs), and points of intersection (PIs), etc. as necessary for the design of the project.
- Verification of top of operating nuts and flags set by utility companies will be tied to control when necessary.
- Verification of existing manhole invert and rim elevations if necessary.
- Verification of establish vertical benchmarks (not subject to loss during construction).
- Verification of provided location and elevation of underground utilities or structures as marked by utility companies. Coordinate with utility companies to have subsurface lines marked for field location.
- Verification of natural ground elevations and top of curb or pavement elevations along the existing and proposed centerline to verify provided contour information.

- Prior to surveying on private property, the surveyor shall obtain oral permission from the property owners and/or tenant. If permission cannot be obtained, the City will assist or other arrangements worked out.

B. Construction Plans

1. Preliminary Design

- a. Obtain, from the City, electronic files or hard copies containing all pertinent survey data including easements, street right-of-way widths, existing pavement, utilities and drainage systems, benchmark elevations, and other data that may be useful in considering the alignment, location, final design, and construction of the proposed improvement.
- b. Proceed with preparing the plan/profile sheets for design (MicroStation), at the direction of the City. Plan and profile sheets will be done in 1"=20' horizontal scale on 22" x 34" sheets. Design shall be in accordance with the City of Lewisville GDO, City of Lewisville Standard Details and good engineering practices. There are an anticipated (31) sheets expected for this project. Below is a brief description of these sheets:
 1. **Cover Sheet** – Sheet includes the project title, project number, sheet index, current city official names and titles, consulting firm information and the project plan final submittal date. Also, included on the coversheet is the Engineers signature and firm authorization to perform work in Texas.
 2. **General Notes** – The General Notes sheet includes all the applicable City of Lewisville standard notes that apply to this project. The standard notes include general project notes, sewer and water notes, applicable erosion control notes and tree protection. A legend illustrating the line types and descriptions of the physical features within the project area is included on this page.
 3. **Project Layout** – This sheet is a layout of the overall project site with boxes to denote which areas are shown on which plan and profile sheets for both water and sewer. The Project Layout sheet is an index of what design information is included on which subsequent plans sheet.
 4. **Plan & Profile – Sewer Line** – The Sanitary Sewer Plan & Profiles for the design segments will be illustrated on approximately 7 sheets. These sheets will include the plan view and profile view of the 2,280 linear feet of sanitary

sewer mains. Each sheet will include a legend, a north arrow, a scale, and all notes regarding the particular segment.

5. **Plan & Profile – Water Line** – The Water Plan & Profiles for the design segments will be illustrated on approximately 10 sheets. These sheets will include the plan view and profile view of the 3,950 linear feet of water mains. Each sheet will include a legend, a north arrow, a scale, and all notes regarding the particular segment.
 6. **Detail Sheets** – The detail sheets will include all standard City details that are applicable to all aspects of this projects including but not limited to all applicable water, sanitary sewer, erosion control, landscaping, and traffic control details
 7. **Traffic Control** – Detailed Traffic Control plans will be developed for this project including signage, cone/barrel placement and all applicable notes required to adequately complete this work.
- c. Prepare preliminary work on:
1. Standard specifications as a supplement to the City of Lewisville Standard Specifications
 2. Special conditions as a supplement to the City of Lewisville Special Conditions
 3. Bid Proposal
- d. Submit the following anticipated number of preliminary plans, along with 2 copies of preliminary specifications at each submittal:
1. 30%, (1) full size, (4) half size
 2. 60%, (1) full size, (16) half size
 3. 90%, (1) full size, (2) half size
 4. Final, (2) full size, (4) half size, (1) electronic CD
- e. Meet with the City to discuss review comments on preliminary design before proceeding with final design.
- f. Meet with TxDOT and City to help facilitate all permits and coordination between the agencies for this project.
- g. TDLR Plan Review and Inspection Services. Should the sidewalk and barrier free ramps exceed \$50,000 (which is anticipated), then a TDLR review and inspection fee would occur. This will be handled by the Engineer.

2. Final Design

- a. Prepare construction plans to address comments of the City, the utility companies, and other agencies from the preliminary design reviews. Finalize the design of the sewer lines and other pertinent items. Complete plan set shall include:
 1. Cover Sheet with Sheet Index and location map
 2. Typical Sections
 3. General Notes, Legends, Symbols & Abbreviations
 4. Plan and Profile Sheets of the Sanitary Sewer and Water Lines along with appurtenances
 5. Required Details
 6. Erosion Control Plan
 7. Traffic Control Plan
 8. Other sheets as necessary to construct the Project
- b. Develop any necessary additional design details.
- c. Prepare final quantity of materials.
- d. Prepare final "Opinion of Probable Construction Costs."
- e. Prepare final bid proposal, special conditions, and technical specifications.
- f. Submit two full and four half size copies of the plans and specifications for use by the City and Contractor.

C. Easement Preparation

- a. All survey data will be referenced to the City of Lewisville's monumentation.
- b. All property information will be verified by office and field research.
- c. Submit two (2) copies of the easement documents to the City for review.
- d. No easement corners will be set per this contract.
- e. Easement documents will meet all City requirements although the easements are not intended to meet any unanticipated TxDOT requirements.

- f. The Engineer shall also furnish an electronic copy of the record drawings on a CD as TIFF files.

**ATTACHMENT B
ENGINEERING FEE
FOR
I-35 WATER & SEWER MAIN IMPROVEMENTS
CITY OF LEWISVILLE, TEXAS**

Engineering Services	Cost
A. Basic Services – Including Printing and other Direct Costs	
1. Preliminary Design (30% Submittal)	\$25,290
2. Preliminary Design (60% Submittal)	\$20,390
3. Final Design (90% and 100% Submittals)	\$28,500
4. Bidding/Construction/Closure Assistance	<u>\$20,840</u>
Total Basic Services (Lump Sum)	\$95,020
 B. Special Services	
1. Verification Survey (7 days field – 3 days office)	\$10,000
2. Easement Preparation (10 Easements @ \$3,000 EA)	\$30,000
3. Construction Staking (3,950 LF water main – 2,280 LF sewer main (\$1.62/LF)	\$10,090
4. TDLR Review and Filing Fee	<u>\$1,050</u>
Total Special Services (Not to Exceed)	\$51,140
Total Contract Fee	\$146,160

ATTACHMENT C
PROJECT SCHEDULE
FOR
I-35 WATER & SEWER MAIN IMPROVEMENTS
CITY OF LEWISVILLE, TEXAS

Upon receiving a Notice to Proceed from the City, the Consultant agrees to commence work in accordance with the agreement within 10 working days. Consultant shall complete all tasks within 180 days from Notice to Proceed dependent on City Review. A schedule has been proposed for this project as shown below. It is the responsibility of the Engineer to review this schedule and adhere to it or request, in writing, additional time be added for specific reasons. Note that schedule may be adjusted or delayed due to TxDOT permitting process of 4 to 6 weeks.

TASK	DAYS TO COMPLETE
Pre-Design Meetings	5
Complete Verification Survey	21
Submit 30 % Preliminary Design Plans	35
Submit 60% Design Plans	28
Submit 90% Design Plans	28
Submit 100% Design Plans	21

Bidding and Construction Services shall correspond to the City's schedule and construction time. Closure shall occur 60 days from the date of construction completion.

Exhibit B - Lewisville, TX Construction Estimate for I-35 Water & Sewer Improvements
DATE: April 28, 2016

Open Cut - Water Main				
Quantity	Unit	Description	Unit Price	Total
60	LF	6" PVC C900, DR-25	\$ 55	\$ 3,300
50	LF	8" PVC C900, DR-25	\$ 65	\$ 3,250
3950	LF	12" PVC C900, DR-25	\$ 75	\$ 296,250
18	EA	6" Gate Valve	\$ 2,100	\$ 37,800
4	EA	8" Gate Valve	\$ 3,300	\$ 13,200
5	EA	12" Gate Valve	\$ 4,000	\$ 20,000
4	TON	Cast Iron Fittings	\$ 4,200	\$ 16,800
13	EA	Fire Hydrant Assembly	\$ 3,100	\$ 40,300
9	EA	Remove and Salvage Existing Fire Hydrant	\$ 500	\$ 4,500
1	EA	2" Blow-off, Temporary	\$ 2,100	\$ 2,100
1	EA	Hydrostatic Testing	\$ 3,800	\$ 3,800
15	EA	Relay Existing Water Service	\$ 1,000	\$ 15,000
6	EA	Reconnect to Existing Meter Vault (incl Pipe)	\$ 1,800	\$ 10,800
15	EA	Existing Meter and Meter Box Relocation	\$ 150	\$ 2,250
3950	LF	Trench Protection	\$ 3	\$ 11,850
Sub-Total				\$ 481,200

Pipe Bursting				
Quantity	Unit	Description	Unit Price	Total
1435	LF	8" Wastewater Pipe - HDPE by Pipe Burst	\$ 105	\$ 150,675
6	EA	Full Circle Steel Clamps	\$ 500	\$ 3,000
2	EA	Extra Pits	\$ 1,000	\$ 2,000
2260	LF	Post-Construction CCTV of Sewer Line	\$ 2	\$ 4,520
Sub-Total				\$ 155,675

Open Cut - Sewer Main				
Quantity	Unit	Description	Unit Price	Total
165	LF	12" PVC C-900, DR-25	\$ 75	\$ 12,375
350	LF	12" PVC SDR-26	\$ 70	\$ 24,500
Sub-Total				\$ 24,500

Jacking and Boring - Sewer Main				
Quantity	Unit	Description	Unit Price	Total
330	LF	12" Restrained Joint PVC C-900, DR-25	\$ 110	\$ 36,300
330	LF	Jacking and Boring - 24" Steel Casing	\$ 925	\$ 305,250
Sub-Total				\$ 341,550

Other Costs				
Quantity	Unit	Description	Unit Price	Total
1	LS	Mobilization/De-Mobilization	\$ 90,000	\$ 90,000
1	LS	Traffic Control	\$ 45,000	\$ 45,000
1	LS	SWPPP	\$ 18,000	\$ 18,000
1	LS	By-pass pumping	\$ 4,500	\$ 4,500
825	SY	4-Inch Depth Topsoil , Block Sodding and Establish Growth of Grass (Payment will be plans quantity.)	\$ 6	\$ 4,950
2700	SF	6-inch reinforced concrete driveway	\$ 7	\$ 18,900
50	SY	8-inch reinforced concrete pavement w/o curb	\$ 65	\$ 3,250
120	SY	8-inch reinforced concrete pavement w/ curb	\$ 75	\$ 9,000
60	LF	12-inch RCP storm water	\$ 75	\$ 4,500
8	EA	Tree Removal	\$ 1,200	\$ 9,600
5	EA	Above Ground Obstacle Removal	\$ 800	\$ 4,000
240	LF	4" PVC Service Line Pipe	\$ 40	\$ 9,600
1	EA	Tie into Existing Manhole	\$ 1,200	\$ 1,200
5	EA	Point Repair Prior to Pipe Bursting	\$ 3,500	\$ 17,500
7400	SF	5 inch thick concrete sidewalk	\$ 5	\$ 37,000
11	EA	Barrier Free Ramp	\$ 1,500	\$ 16,500
10	EA	Remove Existing Manhole	\$ 450	\$ 4,500
16	EA	Standard Depth Manhole 6 foot or less	\$ 4,800	\$ 76,800
86	LF	Additional Depth for Manholes	\$ 275	\$ 23,650
Sub-Total				\$ 398,450

Total	\$ 1,401,375
15% Contingency	\$210,206

Grand Total	\$ 1,611,581
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MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: May 16, 2016

SUBJECT: **Approval of an Economic Development Agreement By and Between the City of Lewisville and Hard Sun 100, LLC; and Authorization for the City Manager to Execute the Contract.**

BACKGROUND

Hard Sun 100, LLC, owner of the building at 119 East Main Street (Lewisville Feed Mill), will be renovating the current building and converting the space to a restaurant. The company is projected to invest \$1,114,800 in renovations, façade improvements, parking and installation of both sewer taps and a grease trap. The proposed agreement provides for a grant where the City will reimburse Hard Sun 100, LLC for certain actual expenses not to exceed \$254,000.

The terms in this agreement were presented to the City Council during an Executive Session in September 2015 for discussion. This agreement reflects the direction that Council gave staff during that session.

The building at 119 East Main Street was previously the Lewisville Feed Mill owned and operated by Mr. James Polser until 2010. In December of 2015 Mr. Polser sold the property to Mr. James Murray, President of Hard Sun 100, LLC. Mr. Murray will be refurbishing the Feed Mill and converting it into a restaurant while preserving as much of the historical character as possible. The renovations and design of the structure will be reviewed by the Old Town Design Review Committee (OTDRC) to ensure compliance with design standards and requirements.

ANALYSIS

Hard Sun 100, LLC has indicated that the total projected investment for renovations will be \$1,114,800. The agreement calls for the City to reimburse the owners for qualifying actual expenses after successful completion of the work in the form of a grant not to exceed \$127,000. These expenses can include:

- Building Permits fees
- Parking changes and improvements
- Façade improvements
- Installation of sewer taps and grease trap

In addition, the City will provide a grant equal to 100% of the 1% of City's general fund portion of sales tax generated by the restaurant in Lewisville for a period of 5 years for a maximum amount of \$127,000. The total reimbursement amount outlined in the agreement shall not exceed \$254,000.

Subject: Hard Sun 100, LLC Agreement
May 16, 2016
Page 2 of 2

RECOMMENDATION

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

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT 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 called "City"), and Hard Sun 100, LLC (hereinafter called "the Owner"), and both entities collectively referred to as Parties in this Agreement ("Parties").

WITNESSETH:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted an Economic Incentive Policy for making economic development incentives and grants on March 26, 2016 (hereinafter referred to as "the Policy Statement"); and

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

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

WHEREAS, on the ----- day of ----- 2016, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to Chapter 380 of the Texas Local Government Code ("CHAPTER 380");

WHEREAS, the Owner owns property at 119 East Main Street ("Property" or "Premises") (more fully described in Attachment "A", attached hereto and made a part hereof) that is the subject of this Agreement;

WHEREAS, the Parties desire to enter into this Agreement pursuant to Chapter 380;

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Owner to develop the Property for a restaurant;

WHEREAS, the Owner agrees to develop the Property in a manner consistent with an approved development plan as described in Attachment "B", attached hereto and made a part hereof, or as amended in accordance with all provisions of the City;

WHEREAS, the City finds that the administration of an economic development agreement to provide incentives to the Owner in return for developing the Property would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose, and;

WHEREAS, the City has determined that 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 Agreement;

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 TERM

1.1 This Agreement shall be effective on the date that this Agreement is executed by the Parties (“Effective Date”) and shall continue for five (5) years from the date of issuance of a certificate of occupancy for the Property Improvements, unless sooner terminated as provided herein. This Agreement shall terminate automatically on December 30, 2017 if a certificate of occupancy for the Property Improvements has not been issued.

ARTICLE II DEFINITIONS

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

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

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

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

“**Effective Date**” means the date established in Article I of this Agreement.

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

“**Property Improvement(s)**” shall mean improvements made to the existing site at 119 East Main Street for a restaurant including all ancillary improvements such as required parking and landscaping, more fully described in Attachment “B”.

“**Property**” or “**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.

“Proof of Payment” shall mean adequate documentation to demonstrate that the costs and expenses being reimbursed have been paid for by the Owner prior to reimbursement. Such documentation could be copies of returned checks, credit card or bank statements, or contractor invoices signed and dated by both the Owner and the contractor.

“Sales And Use Tax” means all of the sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, as amended on the sale of Taxable Items consummated on the Property.

“1% Sales Tax Receipts” means the 1% Sales and Use Tax annually received from the State of Texas and designated to the City’s general fund from the collection of Sales and Use Tax from the Property as a result of the sale of Taxable Items consummated on the Property.

“Tax Certificate” means a certificate or other statement in a form reasonably acceptable to the City setting forth the collection of the Sales and Use Tax received by the City on the sale of Taxable Items consummated on the Property for the applicable period which are to be used to determine the 1% Sales Tax Receipts, together with such supporting documentation as the City may reasonably request.

“Taxable Items” shall have the same meaning assigned by Chapter 151, TEX. TAX CODE ANN., as amended.

ARTICLE III GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, the Owner shall commence construction of the Property Improvements in accordance with the City approved plans and in substantial conformance with Attachment “B”.

3.1.1 The Owner shall submit or cause to be submitted to the City for its review and approval final plans for the design of the Property Improvements in accordance with all City ordinances and regulations.

3.1.2 Construction, renovation and installation of the Property Improvements must be substantially complete by December 30, 2017.

3.1.3 In the event of Force Majeure or, if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of construction, renovation and installation of the Property Improvements, additional time may be granted by the City as may be required.

3.1.4 The date of substantial completion of construction, renovation and installation of the Property Improvements shall be defined as the date of issuance of a certificate of occupancy for the Property Improvements (“Substantial Completion”).

**ARTICLE IV
ECONOMIC DEVELOPMENT INCENTIVES**

4.1 Start-Up Grant.

4.1.1 Subject to the Parties' continued satisfaction of the terms and conditions of this Agreement and upon Substantial Completion, the City shall reimburse the Owner for certain actual costs and expenses, as set forth below, in the form of a grant not to exceed \$127,000 ("Start-Up Grant") that can be applied to the following areas.

Building Permits fees
Parking changes and improvements
Façade improvements
Installation of sewer taps and grease trap

4.1.2 Payment of the Start-Up Grant: Upon Substantial Completion of the Property Improvements, the Owner may submit a written request for payment of the Start-Up Grant, along with Proof of Payment, to the City's Office of Economic Development. Payment requests with the attached Proof of Payment shall be made no later than forty-five (45) days after the Substantial Completion date. **Failure to timely submit such requests may delay or void reimbursement at the City's discretion.** If the Proof of Payment presented by the Owner is deemed inadequate by the City, the Owner shall have until either fifteen (15) business days after notice from the City or forty-five (45) days after Substantial Completion, whichever is later, to cure, or the attached payment request shall not be eligible for reimbursement. No more than two lump sum grant payments encompassing all eligible reimbursements shall be made by the City. Payment shall be made by the City within thirty (30) days after the Owner submits Proof of Payment which is deemed acceptable by the Office of Economic Development. At the time payment is requested, the Owner shall submit a signed Certification Statement (Attachment "C"), copies of all building permits, and inspection documentation.

4.2 Sales Tax Grant.

4.2.1 Subject to the Parties' continued satisfaction of the terms and conditions of this Agreement and upon Substantial Completion, the City shall provide a grant to the Owner in an amount equal to 100% of the 1% Sales Tax Receipts revenues received by the City from the Premises for a period of 5 years ("Sales Tax Grant"). The total amount of the Sales Tax Grant shall not exceed \$127,000 during the Term of this Agreement.

4.2.2 A condition to the Sales Tax Grant is that the Owner shall pay all applicable Texas state sales taxes in accordance with applicable law.

4.2.3 Payment of the Sales Tax Grant: Upon Substantial Completion of the Property Improvements, the Owner will be paid the Sales Tax Grant on an annual basis on

4.2.2 A condition to the Sales Tax Grant is that the Owner shall pay all applicable Texas state sales taxes in accordance with applicable law.

4.2.3 Payment of the Sales Tax Grant: Upon Substantial Completion of the Property Improvements, the Owner will be paid the Sales Tax Grant on an annual basis on or before thirty (30) days following the anniversary of the date of issuance of the certificate of occupancy for the Property Improvements; provided that on or before the anniversary of the date of issuance of the certificate of occupancy for the Property Improvements, the Owner submits a Tax Certificate with any supporting documentation, as requested by the City, needed to verify the amount of Sales and Use Taxes that were paid to the City.

ARTICLE V REFUNDS AND ADJUSTMENTS OF SALES TAX

5.1 In the event the State of Texas determines that the City erroneously received the 1% Sales Tax Receipts, or that the amount of Sales and Use Tax paid by the State of Texas to the City exceeds the correct amount of Sales and Use Tax applicable to this Agreement, the Owner shall within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such amount exceeded the amount to which the Owner was entitled pursuant to such State of Texas determination, pay such amount to the City. As a condition precedent to payment of such refund, the City shall provide the Owner with a copy of such determination by the State of Texas.

5.2 In the event the Owner files an amended Sales and Use Tax return, or report with the State of Texas, or if additional Sales and Use Tax is due and owing, as determined or approved by the State of Texas, affecting the 1% Sales Tax Receipts, the City shall pay to the Owner any underpayment, provided the City has received the respective Sales Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, the Owner shall provide the City with a copy of any Owner's amended Sales and Use Tax report or return, any relevant receipts, or any relevant direct payment and self-assessment returns.

5.3 The provisions of this Article V shall survive termination of this Agreement.

ARTICLE VI AGREEMENT CONDITIONS

6.1 Minimum Use Condition. During the Term of this Agreement following the issuance of a certificate of occupancy for the Property Improvements and continuing thereafter until expiration of this Agreement or earlier termination of same, the Owner agrees to occupy the Premises and operate an indoor/outdoor restaurant space and ancillary facilities.

6.2 Compliance with the Agreement. The Owner must certify annually to the governing body of the City as to its attainment of the stated performance measures described herein by submitting an annual compliance report (Attachment "D") and appropriate support documentation as requested by the City, no later than January 15th of each year after the issuance of the certificate

of occupancy for the Property Improvements and continuing until the expiration of the Agreement to the City's Director of Economic Development.

ARTICLE VII TERMINATION

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

1. By written agreement of the parties;
2. Expiration of the Term;
3. 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 sixty (60) days after written notice thereof;
4. By City, if the Owner suffers an Event of Bankruptcy; and
5. By City, if any taxes, assessments or payments owed to the City or the State of Texas by the Owner shall become delinquent and not cured within sixty (60) days after written notice thereof (provided, however the Owner retains the right to timely and properly protest and contest any such taxes or assessments).

In the event the Agreement is terminated by the City pursuant to this Article (3), (4), or (5), the Owner shall be ineligible for further grants pursuant to this Agreement.

ARTICLE VIII MISCELLANEOUS

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

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

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

For City by notice to:

City of Lewisville
Attn: Economic Development Director
151 W. Church Street
P.O. Box 299002
Lewisville, Texas 75057

For the Owner by notice to:

Hard Sun 100, LLC
119 E. Main Street
Lewisville, TX 75057

With a copy to:

Hard Sun 100, LLC
James Murray
1301 Sycamore Bend Road
Hickory Creek, TX 75056

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.

8.4 No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

8.5 This Agreement may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

8.6 Venue for any litigation arising from this Agreement shall lie in Denton County, Texas.

8.7 THE OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR

WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE OWNER'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

8.9 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. In lieu of each invalid, illegal or unenforceable provision, there shall be added a new provision by agreement of the parties as similar in terms to such invalid, illegal or unenforceable provision as may be possible and yet be valid, legal and enforceable.

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

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

DATED this the _____ day of _____, 2016.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

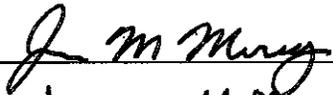
ATTEST:

Julie Heinze, City Secretary

APPROVED TO FORM:

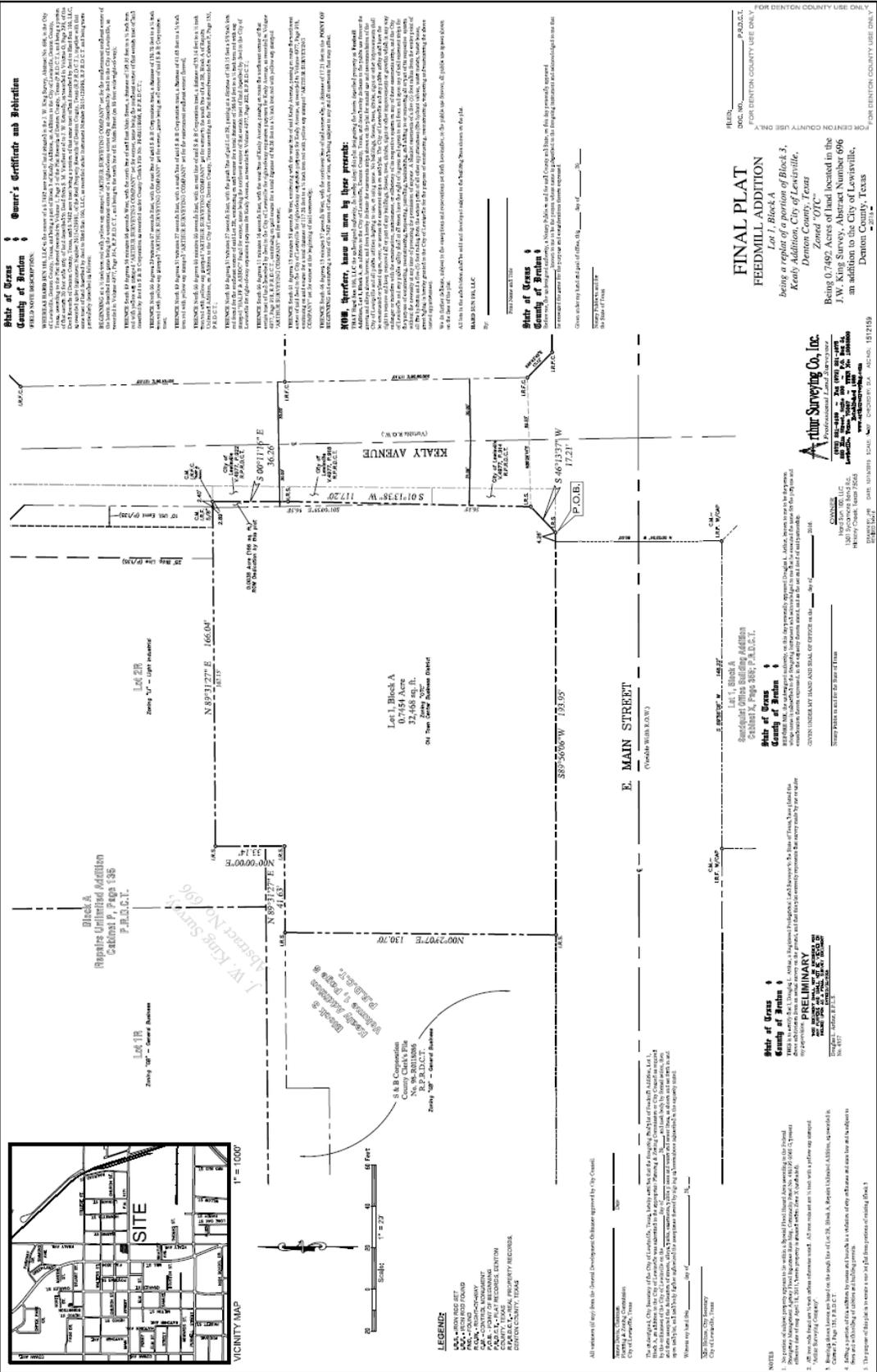
Lizbeth Plaster, City Attorney

RESTAURANT

By: 
Name: James H Murray
Title: President

Attachment "A" LEGAL DESCRIPTION

Lot 1, Block A, Feedmill Addition



State of Texas
County of Denton
City of Lewisville
Mayor's Certificate and Declaration

WHEREAS, HARM DEN PL,L.L.C., a limited liability company organized under the laws of the State of Texas, has filed a plat for Lot 1, Block A, Feedmill Addition, and the City of Lewisville, Texas, has approved the same, and the City of Lewisville, Texas, has adopted the following resolution:

RESOLUTION
BEFORE ME, the Mayor of the City of Lewisville, Texas, do hereby certify that the foregoing plat is a true and correct copy of the same as the same appears on the records of the County of Denton, Texas, and the same is in accordance with the laws of the State of Texas and the City of Lewisville, Texas.

RECORDER'S CERTIFICATE
I hereby certify that the foregoing plat is a true and correct copy of the same as the same appears on the records of the County of Denton, Texas, and the same is in accordance with the laws of the State of Texas and the City of Lewisville, Texas.

NOTICE
This plat is subject to all applicable laws, ordinances, and regulations of the City of Lewisville, Texas, and the State of Texas.

LEGAL DESCRIPTION
The entire of 0.7825 Acres, more or less, located in the Feedmill Addition, being a part of the J.W. King Survey, Abstract Number 696, an addition to the City of Lewisville, Denton County, Texas.

FINAL PLAT
FEEDMILL ADDITION
Lot 1, Block A
being a replat of a portion of Block 3, Kealy Addition, City of Lewisville, Denton County, Texas
Being 0.7825 Acres of land located in the J.W. King Survey, Abstract Number 696, an addition to the City of Lewisville, Denton County, Texas.

REC'D
DENTON COUNTY CLERK
DENTON COUNTY CLERK USE ONLY

FOR DENTON COUNTY USE ONLY
DENTON COUNTY CLERK USE ONLY

FOR DENTON COUNTY USE ONLY
DENTON COUNTY CLERK USE ONLY

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DENTON COUNTY CLERK USE ONLY

FOR DENTON COUNTY USE ONLY
DENTON COUNTY CLERK USE ONLY

Attachment "B" DEVELOPMENT PLAN

THIS DOCUMENT IS PREPARED FOR THE PURPOSE OF OBTAINING AN APPROVAL UNDER THE AUTHORITY OF WILLIAM PECK & ASSOCIATES, INC. ON BEHALF OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. ANY REUSE OF THIS DOCUMENT FOR ANY OTHER PURPOSE IS STRICTLY PROHIBITED. THE CLIENT ACCEPTS FULL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED TO WILLIAM PECK & ASSOCIATES, INC. AND WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. WILLIAM PECK & ASSOCIATES, INC. IS NOT RESPONSIBLE FOR ANY SUCH PERMITS AND APPROVALS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. WILLIAM PECK & ASSOCIATES, INC. IS NOT RESPONSIBLE FOR ANY SUCH PERMITS AND APPROVALS.

119 E. MAIN STREET
LEWISVILLE, TEXAS 75057

WILLIAM PECK &
ASSOCIATES INC
ARCHITECTS
LEWISVILLE, TX
75057-3824

REVISIONS
DATE

DATE: 08/20/2018
DRAWN: JEFFREY PLATT
CHECKED: JEFFREY PLATT
DATE: 08/20/2018

Sheet Number:
A-201

① NORTH ELEVATION
SCALE: 1/8" = 1'-0"

② SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

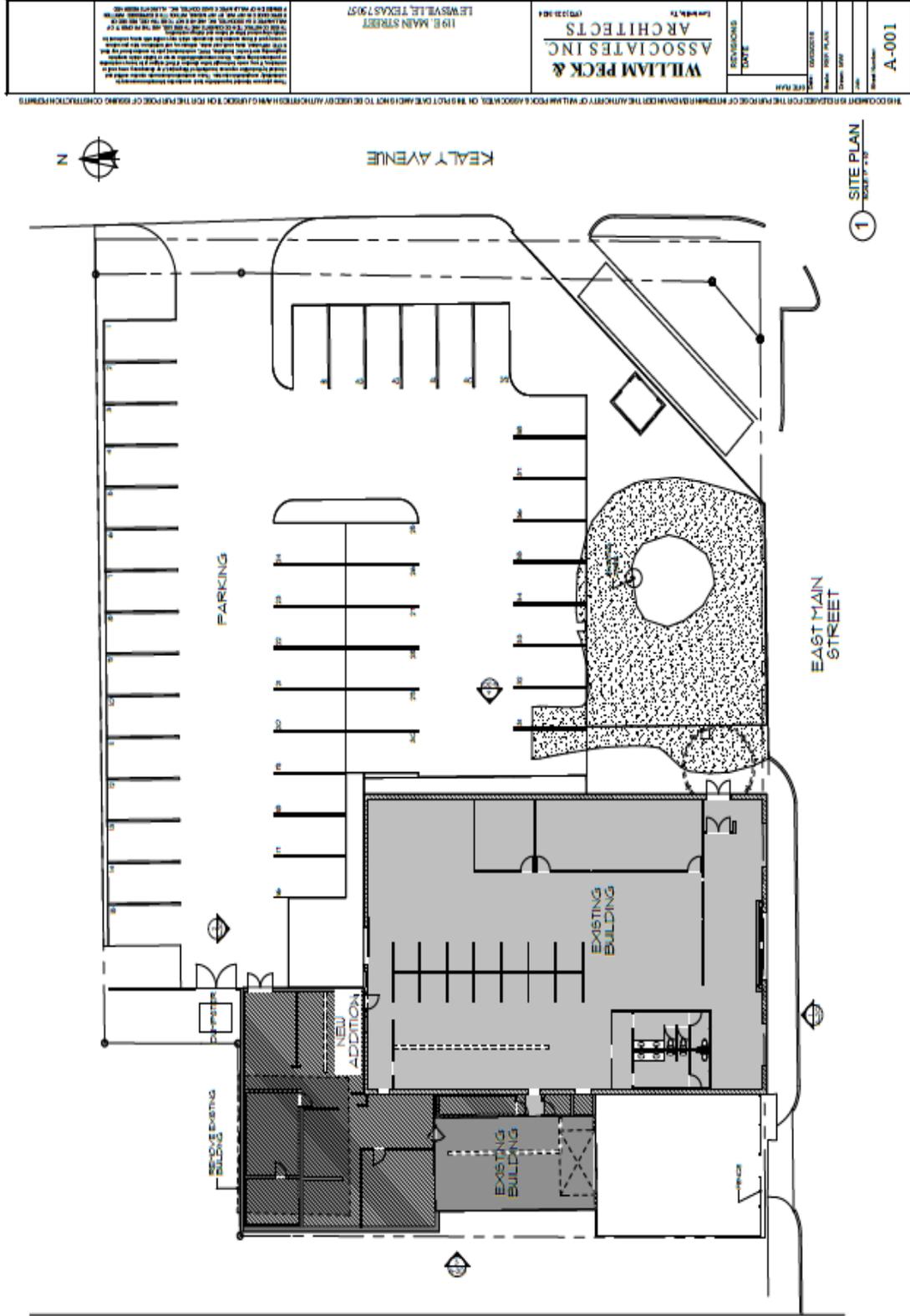
③ WEST ELEVATION
SCALE: 1/8" = 1'-0"

④ EAST ELEVATION
SCALE: 1/8" = 1'-0"

Attachment "B"
DEVELOPMENT PLAN



Attachment "B"
DEVELOPMENT PLAN



Attachment "B"
DEVELOPMENT PLAN

Lewisville Feed Mill
Jim Murray

Façade Improvements	Cost estimates
A 119 Main Street- 6000 Sq Ft Building	
1. Foundation repair of front-southeast corner	6000
2. Restoration of old window	5000
a) Remove glass block and brick	
b) Install original vintage style windows	
3. Install vintage window and awnings	4000
4. Repair and seal vintage garage doors	1000
5. Install vintage neon sign over garage doors	15,000
6. Install new entryway with double doors and windows	10,000
B Billy Jacks' BBQ & Tap House	
1. Create new entrance and façade- 1920's era	50,000
a) Vestibule with antique doors	
b) Front porch with classic A groove tin	
c) Brick frontage to match old town	
d) Stained glass top windows	
e) Vintage clear glass windows downstairs	
f) Wood porch	
C Outside Patio Area	
1. Ground work	10,000
2. Wrought iron fencing	15,000
3. Stage cover and stage	15,000
4. Re-development of silos to seating/bar	<u>30,000</u>
	161,000

Attachment "B"
DEVELOPMENT PLAN

Interior Improvements	Cost estimates
A Flooring	
1. 119 Main- wood- 5739 sq ft	57,000
2. Restrooms- tile 475 sq ft	4,000
3. Billy Jack's- wood 777 sq ft	7,700
4. Kitchen- tile 2400 sq ft	20,000
B Wall Repair and Additions	
1. Replacement and additional barn wood	25,000
2. Insulation	10,000
3. Restrooms	30,000
4. Vestibules x 2	20,000
5. Removal of select grain bins	10,000
6. Bar installation x 2	50,000
7. Interior façade walls	20,000
8. Hostess areas	10,000
9. Furniture-fixtures-equipment	200,000
10. Electrical	60,000
11. Kitchen- foundation-walls-roof-plumbing-mechanical	225,000
12. Décor	<u>20,000</u>
	768,700
Parking Improvements	
1. Concrete removal and grading	20,000
2. Concrete lot and driveways 10,300 sq ft	72,100
3. Striping	<u>2,000</u>
	94,100
Infrastructure	
Sewer	
1. 2 Sewer taps 6" - 120'- manhole?	25,000
2. Sprinkler - refurbished and installation	21,000
3. Water	10,000
4. Electrical-lighting	20,000
5. Grease trap	<u>15,000</u>
	91,000
Total improvements	\$1,114,800

Attachment "B"
DEVELOPMENT PLAN

Prairie House Restaurant
Jim Murray
10001 E. Hwy 380
Cross Roads, TX 76227
(940) 440-9760

Lewisville Feed Mill

Concept

The goal of development is to maintain the historical integrity of the property in a multi-dimensional way.

- The building to the far west of the property would be expanded to create a 1920's Texas BBQ and Tap House restaurant. This concept would be open for lunch and dinner.
- The main building would be converted to an upscale Texas steakhouse, cooking with mesquite wood with a chef-driven, home-style menu, using locally sourced ingredients. Feed mill décor, pictures and historical memorabilia along with some equipment would be retained to keep an agrarian atmosphere and the museum-type nature of this property. Wooden floors and a saloon-style bar would complete the interior.
- Both buildings would be served by a new state of the art kitchen: a new structure on the north side of the property which would connect to the existing buildings.
- A family and dog-friendly patio would be Main Street-side under the giant pecan tree, with two grain silos converted to His and Her Restrooms. Additional silos would be converted to a service kitchen, bar and seating. A stage will be added for live music, focusing on Texas artists.
- The old weigh scale and building may serve as a drive-through with staging kitchen for internet order pick up, keeping this historical structure intact with improvements to bring it to food service code.
- Parking lot to be created with a minimum 32 spaces. This parking will be designated private only on Fridays and Saturdays- peak business days. There will not be a towing provision Sundays through Thursdays, as a benefit to the public to help encourage more traffic to the old town Lewisville area. This agreement would remain for the course of 15 years.
- Lighting/Signage would be attached to the existing grain elevator, secured for safety.

Attachment "B" DEVELOPMENT PLAN

Goal

To maintain the historical integrity of the property for the citizens of Lewisville and visitors to enjoy its agrarian history while enhancing it with three unique concepts in one, chef-driven to accommodate various preferences and budgets.

The centennial of this property-Lewisville Feed Mill- has already occurred. This location represents over 129 years of history in Lewisville, Texas, beginning as a livery stable in 1886 and operating most recently as the Lewisville Feed Mill. Our efforts to preserve this history are evident in the architectural renderings, keeping structural elements of the mill intact along with historical memorabilia, implements and equipment currently on site, to the satisfaction of the City of Lewisville ordinances. Architecture is styled to reflect the era of 1920's Lewisville.

The improvements needed to accomplish this, rather than demolishing the existing structures and erecting new buildings, are extraordinary, but we wish to do so to preserve this unique piece of Lewisville's history with assistance from the City of Lewisville.

In return, citizens and visitors will enjoy a piece of Lewisville's and the North Texas Plains' history with improvements and beautification of the site, adding value to the Old Town area and its businesses; a place to enjoy with family and friends.

The City of Lewisville will enjoy tax income from a restaurant projected to gross over \$4 million, annually, in food and liquor sales, with over 22,000 meals served, monthly, within three years of opening. Our current Prairie House location on State Highway 380 in Cross Roads, Texas, will produce Net Sales of over \$4 Million this year, providing significant tax revenue to the town of Cross Roads and the State of Texas.

As owners of the Prairie House, Jim and Kerry Murray bring over 25 years of experience with a successful business model at the current State Highway 380 location. Combined, our restaurant experience spans 60 years of restaurant management, catering expertise and restaurant ownership, from independently owned operations to corporate experience with companies such as Johnny Carino's and Panera Bread, LLC. Restaurants we developed from historical buildings in Carrollton and Roanoke became anchors for additional businesses to expand on and tax revenue for these respective cities. Having lived in the area with involvement in the Lewisville Chamber of Commerce and Leadership Lewisville, we are excited to be a part of the successful revitalization of this area in the community of Lewisville and look forward to partnering with the City and local businesses in this united vision.

The following figures are the estimated costs for the City of Lewisville's participation in this project. Funds to fulfill this may be done so by means of a combination of grants to include various methods of reimbursement to meet our targeted number. All city participation would only be due upon completion and inspection of each respective item.

Attachment "C"

**CITY OF LEWISVILLE
OFFICE OF ECONOMIC DEVELOPMENT
PAYMENT CERTIFICATION STATEMENT**

I, _____, as owner/developer of the property at 119 East Main Street and party to the Economic Development Agreement set forth between the City of Lewisville and Jim Murray, do certify that the attached approved charges for reimbursement were incurred solely for the purposes of the construction, renovation, and installation of the Property Improvements in accordance with the Economic Development Agreement, dated _____, 2016, attached hereto, and that the charges are true and correct to the best of my knowledge.

Signed:

Owner/Developer-Jim Murray

Date:

Contact Information:

Phone:

Address:

ATTACHMENT "D"
City of Lewisville Annual Compliance Report

Company Name: _____

Company Address: 119 East Main Street, Lewisville, TX 7505

Capital Investment Value: _____

Date on which Certificate of Occupancy was received: _____

Please list the dollar amount for the following:

Current Year Appraised Real Property Value – Land	
Current Year Appraised Real Property Value – Improvements	
Current Year Appraised Business Personal Property Value – Machinery, Equipment and Other BPP	
Property Taxes Paid – Real Property	
Property Taxes Paid – Business Personal Property	

Please provide a copy of your Quarterly Payroll Report along with the following information:

	Part Time	Full Time
Total Current Employees at End of Reporting Period		
Number of New Employees Added During Reporting Period		

Annual Payroll During Reporting Period:

Average Salary During Reporting Period:

Has construction/installation of planned improvements commenced? Yes No

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

Construction Dollars Spent This Reporting Period:

Number of Fleet Vehicles Purchased This Period:

Describe Use of Vehicle:

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

I certify that, to the best of my knowledge, the information and attachments provided herein are true and accurate and in compliance with the terms of the Economic Development agreement with the City of Lewisville.	
_____	_____
Name of Certifying Officer	Title
_____	_____
Signature of Certifying Officer	Date

Telephone: _____

Fax: _____

E-mail: _____

Aerial Map

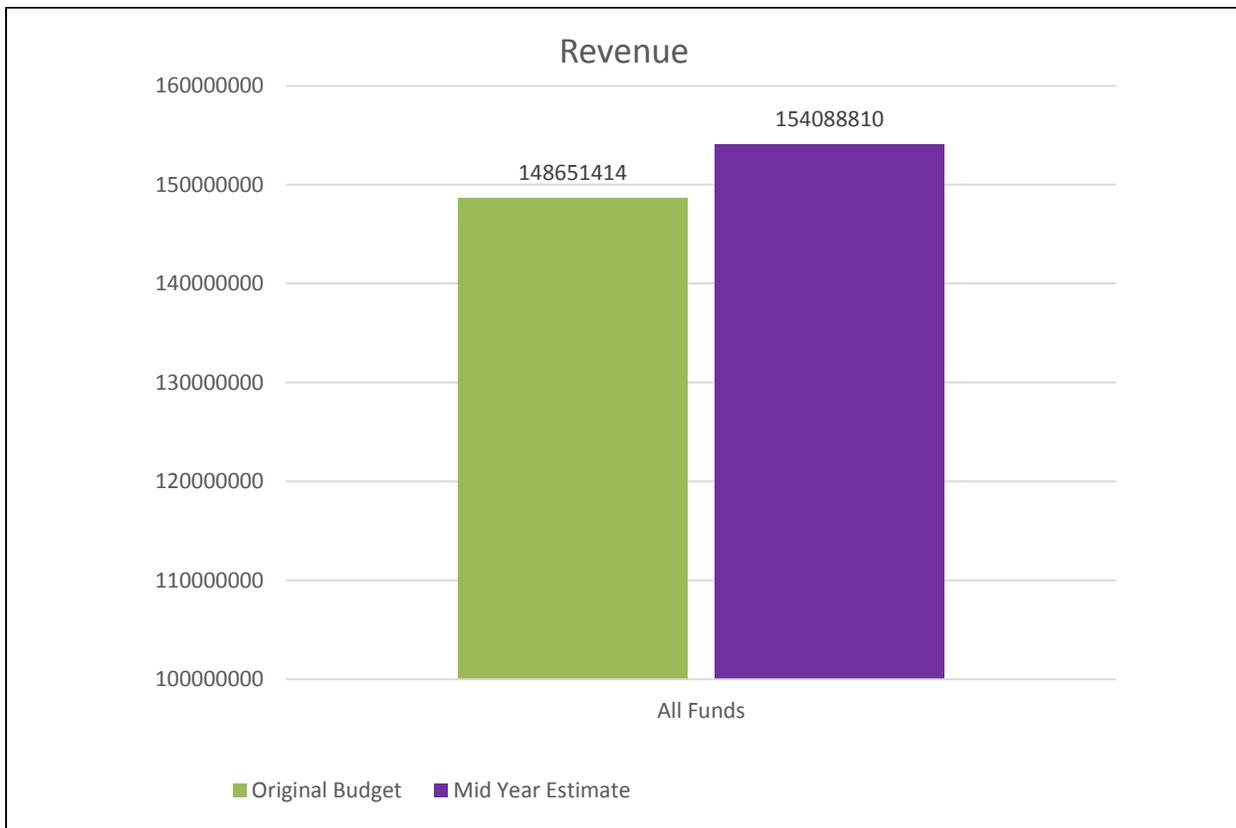


MEMORANDUM

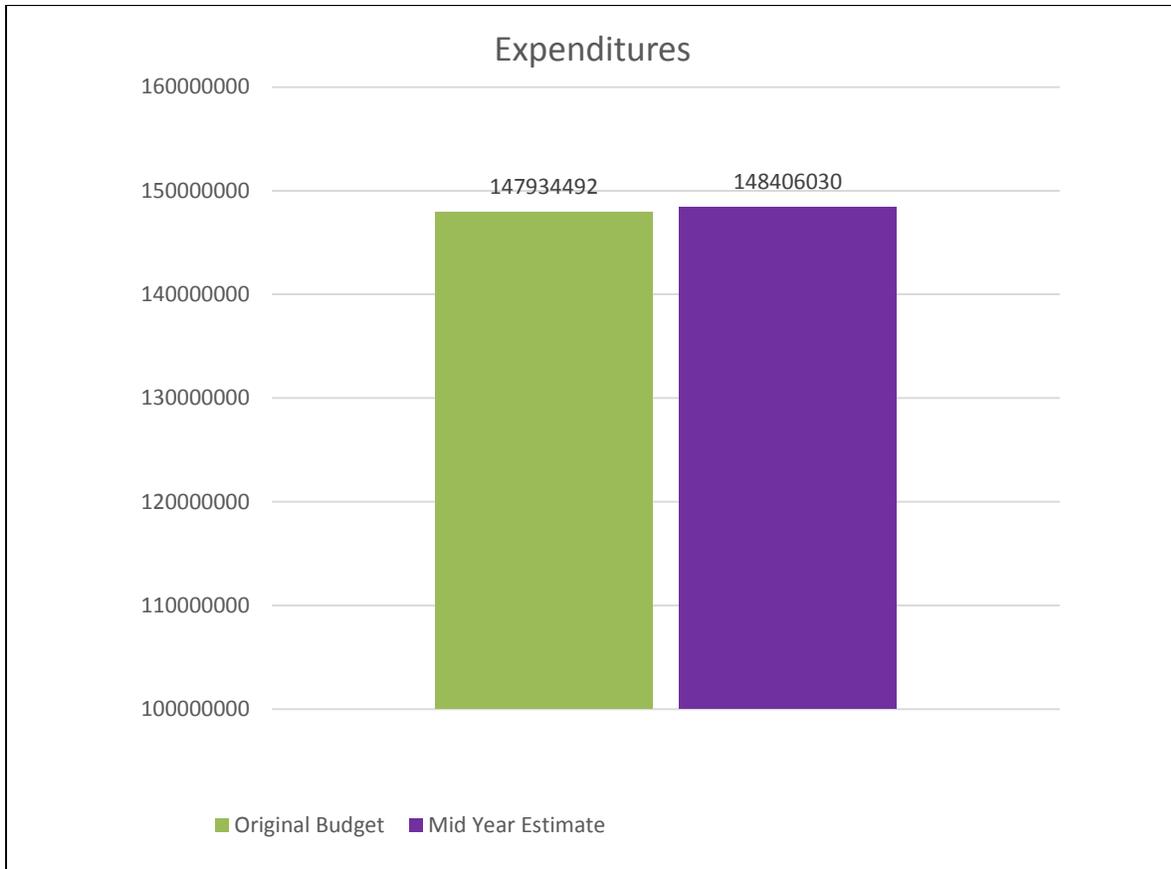
TO: Donna Barron, City Manager
FROM: Gina Thompson, Director of Strategic Services
DATE: May 9, 2016
SUBJECT: **Approval of the Fiscal Year 2015-2016 Mid-Year Report and Related Supplemental Appropriations.**

FINANCIAL CONDITION

Staff has completed an analysis of the financial condition of all funds at the mid-year point of the fiscal year. Overall, revenue is now projected at \$154,088,810 compared to the original budget amount of \$148,651,414. This is an increase of \$5,437,396 or 3.6%.



Expenditures City-wide are projected to increase less than 1% or \$471,538 due primarily to purchase order carry overs from the prior year.



As a result of these revenue and expenditure estimates, a contribution to operating fund balances of \$4.9M is anticipated by the end of the fiscal year. This is in addition to the increase in these fund balances that occurred at the end of FY 2014-15. You may recall that during budget preparation for the FY 2015-16 budget, \$78.9 was anticipated in beginning fund balances for all budgeted funds. The actual beginning fund balance was \$94M, an increase of over \$15M primarily due to the General and Utility Funds. This is due to increases in revenue over budget projections (such as sales tax, and capital recovery fees) as well as reductions in the amount of expenditures that actually occur.

Following is an analysis of the activity so far in the major funds:

GENERAL FUND –

Revenue

General Fund revenue is anticipated to be higher than budget by \$2.7M, just over 3.6%. This increase is primarily due to sales tax collections coming in higher than anticipated. Actual sales tax receipts so far this fiscal year are ahead of last year's receipts by approximately 1%. Therefore, the mid-year sales tax estimate is being held flat with last year's actual collected amount. *It is important to note that although we are holding the estimate flat with last year's actual, the \$25.2M estimate is actually an increase from the FY 2015-16 original budget amount of \$23.5M (\$1.7M increase).* If additional money is collected this fiscal year, the additional revenue will flow to fund balance and thereby increase General Fund reserves.

Property tax is already at 99% collected for the year. Other revenue outpacing projections include revenue related to building/code permits and fees - anticipated to end the year over original budget projections by approximately \$503,000 due to building activity that has taken place so far this year, and commercial refuse/landfill host fees which, all together, are anticipated to increase \$1.4M from budget and more in line with previous year actuals..

Overall, as stated above, General Fund revenue is projected to be \$2.7 M over the budget amount.

Expenditures

All operating expenditures in the General Fund are estimated to be below the original budget level by \$697,865 and below the adjusted level by \$960,961. As a reminder, the adjusted budget level includes the supplemental appropriation already approved by Council this fiscal year to carry over encumbrances from the prior fiscal year.

By the end of the fiscal year, routine salary savings are anticipated in the major departments such as Police and Public Services which help bring the overall expenditure total below adjusted budget levels.

Various changes from one department to another related to New World financial software and the City's reorganization that occurred last fiscal year have been made on the fund summaries. In particular the following changes are being made for the remainder of the fiscal year:

- 31% of a Librarian position was funded in non-departmental as a transfer out to the 4B Fund in the FY 2015-16 budget. The remainder is funded in the Library department in the 4B fund. The 31% is now being moved from non-departmental to the library department in the General Fund to keep all library costs consolidated (\$9,677).
- Funding for an Engineering position was moved from Public Services to fund the Traffic Engineer position in the Engineering department (\$62,423).

- A Fire Inspector position was moved from Development Services to a Multi Family Inspector in Neighborhood Services (\$33,538) to assist with the workload in that activity.

Reserves

A supplemental appropriation in the amount of \$1.6M from General Fund reserves is requested to re- appropriate funding to the bank renovation capital project. The original funding for this renovation was utilized to pay for the emergency storm sewer repair needed in the Water Oaks subdivision earlier this fiscal year (total cost was over \$2.2M).

UTILITY FUND -

Revenue

Utility fund revenue is projected to end the year above original budget amounts by \$1.55 M, a 5.7% increase. Water revenue is trending above last year's actuals by 15%; however, this revenue source is heavily influenced by the weather with hot and sunny days resulting in more water use and rainy days resulting in low water usage. This revenue source will continue to be monitored closely throughout the fiscal year. Sewer service is trending at 9% above last year's actual. The Capital recovery fee revenue is at 335% of budget YTD at \$2,014,894 compared to the budget of \$609,330. This revenue source is conservatively budgeted due to its volatility. All other revenue sources within this fund are coming in at or above the original budget projections.

Expenditures

Operating expenditures in the Utility Fund are anticipated to come in at just below the adjusted budget level (includes purchase order carry overs from the prior year already approved by the City Council) with the exception of Water and Wastewater Treatment.

Supplemental funding is needed in the Wastewater Treatment activity for increased costs that occurred at Timber Creek Lift Station and the Wastewater Treatment Plant for infiltration due to the penetration of a 42' sewer line which allowed water to enter the Pump Station creating increased pumping and treatment costs including electricity, water and chemical costs. This incident resulted in \$260,768 in increased costs. In addition, at the Water Treatment Plant, an emergency replacement of equipment was necessary at a cost of \$25,670. As stated above, the increase in current revenue will more than cover this increased cost.

All planned transfers to the Capital Improvement Plan are shown to occur as budgeted. On the fund summary, you will note a line item for the Information Technology Services department. A GIS Analyst position is being moved from Public Services to the ITS department (\$40,668) to improve position oversight and direction.

HOTEL MOTEL FUND

Hotel Motel Tax received is \$1,264,090 compared to \$1,114,193 last year at this time, an increase of 13% or \$149,897. This increase is anticipated to grow to \$248,711 by the end of the fiscal year. Expenditures are projected to remain within the currently approved budget allocation.

Per Council direction, at the end of a fiscal year, any arts cap funding still available under the cap should be transferred to the Public Arts capital project. The FY 2014-15 annual audit is now complete and the amount to transfer has been determined. Therefore, a supplement is requested to move the remaining arts cap available funding (left from FY 2014-15 and currently in fund balance) to the Public Arts capital project in the amount of \$50,492.

GRANT FUND

Due to accounting requirements, the Community Development Block Grant (CDBG) must be segregated from the other grants. As a result, it is now shown as a separate fund summary from the Grant Fund summary, where it has historically been included.

INTERNAL SERVICES FUND

Two mechanic positions have been moved from the General Fund Fire department to the Public Services – Fleet Maintenance activity (\$80,056 for the remaining months of the fiscal year). This change places all fleet maintenance positions under the direction of the Facility Fleet Manager to improve efficiency in operations.

SUMMARY

Staff will continue to monitor revenue and expenditure levels in all funds. In particular, as is usually the case, the Health and Risk Funds will be reviewed more closely prior to year-end as claims are impossible to predict with a great deal of certainty and waiting until the end of the fiscal year will provide a more realistic estimation of claims costs. However, to date, claims are tracking well above budget projection and supplemental appropriations are requested in both funds (detailed below).

Projected fund summaries for these and all other budgeted funds are attached.

SUPPLEMENTAL APPROPRIATIONS

In addition to the supplements listed above, supplemental requests are needed in the following funds:

- \$375,981 Lewisville 2025 Implementation/Incentives Fund
 - Appropriations for incentives lapsed at the end of FY 2014-15 and need to be re-appropriated: \$165,500 Neighborhood Incentives, \$60,481 Economic Development Incentives, and \$150,000 Old Town Incentives. This funding will now go into the CIP Program, where it will remain until spent.
- \$94,458 Police and Fire Training Fund
 - This appropriation will allow the fund balance in the Fire and Police Training Fund related to fire donations to be moved to the donation fund. This will enable that funding to be tracked in the relevant Fire donation projects.
- \$27,050 Court Security Fund
 - Warrant Round-Up overtime cost \$4,000 and \$23,050 for Court Building security modifications.
- \$1.5M Health Insurance Fund
 - Fiscal Year 2015-16 has been an abnormally bad year for the City's Health Plan. To date, the health plan has had 36 participants whose claims have exceeded \$50,000 for a total spend of \$5,189,151.
- \$200,000 Risk Fund
 - An increase of \$100,000 is anticipated due to 6 large workers compensation claims. In addition, this fund paid over \$50,000 for the replacement of playground equipment lost due to arson. The City received a \$27,000 reimbursement from TML, which was deposited in to this fund.
- \$123,796 4B Fund
 - The Lake Park soccer field renovation bid came in over projection at a total cost of \$654,498. Funding for the project was originally projected and budgeted in 2009, prior to the project being put on-hold pending development discussions at Lake Park. Interim funding for this bid was covered through operational accounts. It is now requested that the operational accounts be made whole. Current revenue into this fund will more than cover this increased cost.
- \$56,262 Recreation Fund
 - As a result of the City's involvement in the management of LLELA, we are now overseeing the recreation classes being held at that location. Revenue for these

classes is going into the Recreation Fund and expenditures related to those classes are being tracked in the Recreation Fund. There is currently no budget in the Recreation Fund for these classes. Revenue is anticipated to be \$76,220 by the end of the fiscal year with expenditures being projected at \$56,262.

- **\$85,550 Community Activities Fund**
 - In order to secure a Western Days headliner equivalent to recent years in terms of quality and audience draw, the budget for the Friday night headliner was increased from \$175,000 to \$200,000. There are other entertainment-related expenses that also increase as a result, including the cost of a Saturday headliner along with equipment rentals and contract riders both nights. Therefore, a supplement in the amount of \$60,550 is being requested to cover these costs. In addition, \$25,000 is needed at the MCL Grand Performance Hall for speaker replacement. Both MCL Grand and Sponsorship revenue is coming in above budget projections, so there is current revenue available to cover this expense.

In summary, if all supplemental appropriations are approved for a total of \$4.5M. The City's fund balances at the end of the fiscal year would still be anticipated to grow \$400,000 this fiscal year.

BUDGET PACKAGE UPDATES

When Council adopted the FY 2015-16 budget, several new programs/additions were approved as part of that package. Following are updates on the major programs.

- **\$359,978 Facility Renovations** – \$78,843 was used for improvements to the fleet facility including lifts for fire department apparatus. The remaining funding is in a capital project accumulating for needed facility renovations.
- **\$262,293 Additional Firefighter Positions to Increase Staffing on Ladder Truck** - These positions were added in January 2016 after a hiring and orientation process. Adding a 5th firefighter allows for critical fire ground functions to be filled at each incident by an experienced firefighter under close supervision by the truck captain. The additional firefighter adds a significant layer of safety and greatly enhances our ability to deliver better service to this community.

- **\$317,991 Two EMS Captains for the Fire Department** – Two additional EMS Captains were hired in October of 2015. With this addition there are now EMS Captains on all three shifts. With these positions, significant changes to EMS protocols have been made including a comprehensive firefighter rehabilitation protocol at large incidents. The EMS Captains have begun working with high-use ambulance patients by assisting them with obtaining services that may better help their chronic needs; basically using a community based approach to EMS.



- **\$303,975 Three police officers to Patrol** - The police department opened testing for the 3 new police officer positions authorized in the current budget to assist with the growth in East Lewisville. Unfortunately, these positions are extremely difficult to fill and the process is still on-going.
- **\$250,000 Contribution to 2025 Implementation-** Funding has been used to pay for Strategic Community Solutions assistance with Green Centerpiece/Master Strategy as well as recycling containers in Old Town, and Contractor Assistance for Multi-Family Recycling Initiative. Over \$55,000 remains unencumbered/unallocated.
- **\$124,864 Funding for replacement of three gateway signs** – design presented to Council May 2. Location priorities discussed. Construction pricing currently in process.



- **\$100,000 Funding for communications and marketing initiatives as recommended by the Cooksey study recently completed. (Lewisville 2025: Communications and Marketing)** - This funding was used to print the Lewisville 2025 Annual Report, and to mail it to all residential addresses in Lewisville and Castle Hills in last February. It also is being used for printing and mailing of the renewed Horizon newsletter that will begin quarterly distribution in late June.
- **\$95,000 On-going cost (\$40,000 one-time cost) for body worn cameras in the Police Department** - The department is in the final stages of approving a policy for use of body-worn video. A focus group (Patrol Action Committee), along with representatives from ITS, is currently studying all the options for body-worn video. All dash cameras and MDTs are up for replacement and this add to the complexity of determining which body-worn system to obtain. The field of contenders has been narrowed to two. A final decision on which solution to use is anticipated by July 1, 2016.
- **\$79,570 Accountant position in the Finance department** - The Accountant position was filled in December and assists with daily revenue collection processing, bank reconciliations, and is in the process of learning numerous other assignments and duties.

- **\$57,150 Replace worn carpeting in City Hall area and vinyl tiles in the Audio/Visual hallway** – The Community Development conference room carpet will be replaced this fiscal year due to the safety aspect of the carpet tears in that conference room . It was decided to consolidate all other carpet replacement of the entire City Hall facility, rather than piece meal certain rooms due to carpet availability styles changing so rapidly that no vendor is able to ensure matching carpet in future years. Additional funding will be requested in the FY 16-17 budget to replace carpeting throughout City Hall. The AV hallway will also be tiled this fiscal year.
- **\$220,944 One-time costs of updating the City’s fueling and fuel management system** – Project is in progress, completed Fire Station #3 and #4. The rest of the locations are scheduled to be complete by the end of the month.



- **\$58,650 A Housing Rehabilitation Technician position was added to the Neighborhood Services Department** - This position was filled in late 2015 but missed the Home grant eligibility period. This position assists CDBG efforts with the Lewisville Housing Rehabilitation Program to ensure pending sites are completed and closed and tracks repairs occurring under the Neighbors Leading Neighbors program.
- **\$2,000,000 Land purchase** - This initiative is underway currently as discussed during executive session.
- **\$100,810 Replace obsolete main UPS system for ITS and Dispatch** – Staff is currently in the process of taking quotes and anticipate that the project will be complete by the end of June.

- **\$279,966 Replace existing energy management system at City Hall and Library**— Project is 99% complete. Punch list items are currently being worked on.
- **\$150,000 Capital Project Management** – Funding was added to manage facility construction projects related to the GO Bond election passed in November. Contract services will be utilized for oversight of the design and construction of the Multi-Generational Center.
- **\$59,064 ECS Laboratory Technician Position** — ECS Laboratory Technician position was filled October 28, 2016. This position has allowed the laboratory to add the additional state required weekly Nitrification Action Plan Testing, biweekly Geosmin/MIB water quality taste/odor testing, daily Total Organic Carbon wastewater testing, and increased personnel availability to respond to water complaints.
- **\$82,579 An Event Programming Coordinator to oversee rental and use of Wayne Ferguson Plaza** – The position was filled internally. The first private rental event was held April 2 (a concert put on by DenCo 911) and the first large city event was held on April 9 (ColorPalooza). A schedule of public events has been set up that includes multiple events for each of the summer months (Old Town Block Party, KTA Jam Session, Family Picnic in the Plaza x2, Sounds of Lewisville x8, and Best Little Brewfest in Texas). A marketing brochure is in the final stages of design, and a mailing/calling list has been compiled to solicit group rental and wedding-related business.



- **\$75,000 Update the street condition rating survey and conduct a survey of two Castle Hills districts** - The Castle Hills part of the pavement Survey is completed. Street condition ratings have been added to the City's database.
- **\$80,761 A Business Information Analyst was added to the ITS Department to focus on Municipal Court Operations.** This position was filled in November and has been able to create reports and interfaces that allowed the City to postpone the purchase of new Court Software. Purchase of the software was planned for FY 2016-17 at a cost of \$350,000. The software will be re-evaluated in FY 2018-19.
- **\$74,159 A System Support Specialist was added to the ITS Department to focus on Library operations** - Although a System Support Specialist for the library was hired in October, turnover in that position led to a vacancy that was just recently filled. A new System Support Specialist was hired and began work on May 9.
- **\$313,272 Lewisville Lake Environmental Learning Area (LLELA):** A number of accomplishments have been made and are outlined in the Lewisville 2025 Annual Report.



- **\$42,557 Two part-time positions (totaling \$18,992) were eliminated and the savings used to create a FT Librarian position** - The librarian position was filled in February. This position has assumed some of the non-supervisory tasks previously performed by the Adult Services Supervisor, allowing them to take on more leadership and management activities.

- **\$80,928 Public Information Coordinator**— This position was filled in November and has focused on media outreach and assumed duties related to City spokesperson. The position also has conducted internal communication efforts through the email system and will have an Internal Communications Plan ready for review this summer.
- **\$1,600,000 Bank Renovation** - A design charrette process is scheduled for May 19th. Funding for this project is requested for re-appropriation in this memo. The original funding was used to fund the emergency Water Oaks Storm Sewer repair.

General Fund

(#101)

The General Fund is the City's largest and primary operating fund. It is used to account for all financial resources traditionally associated with City government, except those required to be accounted for in another fund. The General Fund accounts for basic City services such as police, fire, street maintenance, and parks and leisure services. The three primary sources of revenue for this fund are sales tax, property tax, and other taxes.

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	31,072,848	31,491,275	31,643,561	29,873,489	36,571,222	36,571,222	36,571,222
REVENUES							
Taxes	50,753,543	53,801,075	56,980,740	56,994,617	38,806,490	56,994,617	58,695,760
Licenses & Permits	1,910,433	1,818,744	2,171,011	1,390,491	1,308,302	1,390,491	1,725,047
Intergovernmental Revenues	259,883	359,806	268,871	263,335	80,256	263,335	268,454
Charges for Services	6,365,053	6,615,737	7,627,823	6,937,046	4,309,482	6,937,046	7,533,263
Culture and Recreation Revenues	1,223,524	1,223,963	1,028,354	1,191,600	514,935	1,191,600	1,247,195
Investment Earnings and Contributions	50,848	78,522	188,351	74,806	(379)	74,806	100,578
Fines, Forfeitures and other Court Fees	3,066,077	3,205,334	3,014,367	3,103,211	1,726,679	3,103,211	3,097,141
Other Financing Sources	530,476	615,310	686,726	520,923	159,330	555,923	582,925
Transfers In	3,936,466	3,898,606	3,894,871	3,898,854	1,820,485	3,863,854	3,863,854
Total Revenues	68,096,304	71,617,096	75,861,113	74,374,883	48,725,581	74,374,883	77,114,217
Total Resources	99,169,152	103,108,371	107,504,674	104,248,372	85,296,803	110,946,105	113,685,439
EXPENDITURES							
City Attorney	550,323	567,869	585,594	633,765	349,734	633,765	616,468
City Manager	998,238	1,102,064	1,025,093	1,227,915	741,652	1,227,915	1,226,159
City Secretary	297,667	336,960	330,017	367,998	229,989	367,998	366,591
Community Relations/Tourism	734,224	814,658	881,455	1,032,328	514,931	1,103,128	1,074,353
Development Services	2,415,697	2,690,964	2,743,288	2,875,434	1,535,386	2,875,947	2,792,689
Economic Development/Planning	602,711	617,502	601,113	769,424	450,322	881,365	865,887
Emergency Management	105,132	126,575	141,304	176,625	118,304	176,625	176,230
Engineering	1,235,213	1,228,669	1,279,397	1,350,874	771,526	1,354,406	1,353,071
Finance	1,274,037	1,281,226	1,332,686	1,466,202	909,253	1,471,602	1,457,190
Fire	16,005,016	16,505,460	17,025,366	18,187,189	10,315,893	18,219,904	18,219,904
Human Resources	700,097	728,781	784,669	818,673	474,205	827,553	825,680
Information Technology	1,966,765	2,017,242	2,584,662	3,007,088	1,981,526	3,009,265	3,009,117
Library Services	1,391,692	1,450,429	1,497,227	1,513,189	825,086	1,526,355	1,475,415
Mayor & Council	58,748	81,272	98,229	123,634	71,928	123,634	123,571
Municipal Court	878,493	903,903	894,137	950,092	530,698	950,092	942,001
Neighborhood Services	1,365,184	1,341,816	1,457,677	1,616,266	884,392	1,621,515	1,620,459
Non-Departmental	720,496	799,014	1,486,841	1,421,353	1,001,569	1,450,360	1,449,958
Parks & Leisure	4,580,184	4,728,527	5,119,471	5,373,659	2,807,854	5,385,613	5,417,188
Police	19,580,675	20,286,136	20,580,580	22,192,907	12,162,076	22,232,424	21,521,114
Public Services	6,873,677	8,033,957	8,225,263	9,270,268	6,587,275	9,317,190	9,143,983
Total Expenditures	62,334,271	65,643,024	68,674,068	74,374,883	43,263,597	74,756,656	73,677,028
Current Rev. - Current Exp.	5,762,033	5,974,073	7,187,045	-	5,461,984	(381,773)	3,437,189
Expenditures from Fund Balance							
Non-Departmental	5,343,606	5,821,787	2,259,383	5,044,431	12,260,756	12,704,636	12,704,636

	FY 2012-2013	FY 2013-2014	FY 2014-2015	FY 2015-2016	FY 2015-2016	FY 2015-2016	FY 2015-16
	ACTUAL	ACTUAL	ACTUAL	ORIGINAL BUDGET	ACTUAL	ADJUSTED BUDGET	MID YEAR
ENDING FUND BALANCE	31,491,275	31,643,561	36,571,222	24,829,058	29,772,450	23,484,813	27,303,775
OPERATING RESERVE: 20%	12,466,854	13,128,605	13,734,814	14,874,977	8,652,719	14,951,331	14,735,406
UNDESIGNATED RESERVE	19,024,421	18,514,956	22,836,409	9,954,081	21,119,731	8,533,482	12,568,370

Debt Service Fund

(#120)

The Debt Service Fund's purpose is to provide for principal and interest payments for the City's General Obligation Bonds. Revenues and expenditures will vary each year in relation to the timing of issuance and the schedule of repayments.

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	1,456,703	1,622,886	2,101,836	2,476,935	2,456,516	2,456,516	2,456,516
<u>REVENUES</u>							
Taxes	7,923,411	8,407,375	9,007,942	9,433,490	9,598,439	9,433,490	9,433,490
Investment Earnings and Contributions	629,550	3,291,454	3,330,140	3,229,062	2,644,279	3,229,062	3,229,114
Other Financing Sources	15,456	16,226	23,506,120	-	-	-	-
Transfers In	-	-	-	-	-	-	-
Total Revenues	8,568,417	11,715,055	35,844,202	12,662,552	12,242,718	12,662,552	12,662,604
Total Resources	10,025,119	13,337,941	37,946,037	15,139,487	14,699,234	15,119,068	15,119,120
<u>EXPENDITURES</u>							
Non-Departmental	8,402,233	11,236,105	35,489,522	12,515,382	11,009,729	12,515,382	12,515,382
Total Expenditures	8,402,233	11,236,105	35,489,522	12,515,382	11,009,729	12,515,382	12,515,382
Current Rev. - Current Exp.	166,183	478,950	354,680	147,170	1,232,989	147,170	147,222
ENDING FUND BALANCE	1,622,886	2,101,836	2,456,516	2,624,105	3,689,505	2,603,686	2,603,738
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	1,622,886	2,101,836	2,456,516	2,624,105	3,689,505	2,603,686	2,603,738

2025 Implementation/Incentives

(#150)

This fund is used to track expenditures related to Vision 2025 Implementation.

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	-	-	-	17,008	670,730	670,730	670,730
REVENUES							
Investment Earnings and Contributions	-	-	3,322	-	827	-	1,365
Transfers In	-	-	757,027	250,000	250,000	250,000	250,000
Total Revenues	-	-	760,349	250,000	250,827	250,000	251,365
Total Resources	-	-	760,349	267,008	921,557	920,730	922,095
EXPENDITURES							
City Manager	-	-	89,618	267,008	201,673	490,759	490,759
Total Expenditures	-	-	89,618	267,008	201,673	490,759	490,759
Current Rev. - Current Exp.	-	-	670,730	(17,008)	49,153	(240,759)	(239,394)
ENDING FUND BALANCE	-	-	670,730	-	719,884	429,971	431,336
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	-	-	670,730	-	719,884	429,971	431,336

Hotel/Motel Tax Fund

(#230)

The Hotel Motel Tax Fun accounts for the expenditure of revenues accumulated through a 7% charge on room occupancy at Lewisville hotels and motels.

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	2,944,902	3,647,861	4,127,263	4,278,280	4,714,402	4,714,402	4,714,402
REVENUES							
Taxes	2,065,369	2,196,565	2,431,791	2,196,565	1,268,228	2,196,565	2,445,276
Investment Earnings and Contributions	6,195	10,490	26,768	9,281	3,791	9,281	9,281
Other Financing Sources	1,446,590	(299,613)	(303,558)	(300,000)	(183,875)	(300,000)	(300,000)
Total Revenues	3,518,154	1,907,442	2,155,002	1,905,846	1,088,145	1,905,846	2,154,557
Total Resources	6,463,056	5,555,302	6,282,265	6,184,126	5,802,547	6,620,248	6,868,959
EXPENDITURES							
Community Relations/Tourism	2,815,195	1,428,039	1,567,863	1,731,894	808,790	1,748,388	1,748,170
Total Expenditures	2,815,195	1,428,039	1,567,863	1,731,894	808,790	1,748,388	1,748,170
Current Rev. - Current Exp.	702,958	479,403	587,139	173,952	279,355	157,458	406,387
Expenditures from Fund Balance							
Non-Departmental	-	-	-	577,138	577,138	577,138	577,138
ENDING FUND BALANCE	3,647,861	4,127,263	4,714,402	3,875,094	4,416,619	4,294,722	4,543,651
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	3,647,861	4,127,263	4,714,402	3,875,094	4,416,619	4,294,722	4,543,651

Recreation Activity Fund

(#231)

This fund is used to track expenditures related to recreational programs including league play and recreation center classes.

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	269,680	280,221	264,028	278,613	277,853	277,853	277,853
REVENUES							
Charges for Services	597	408	704	1,000	732	1,000	1,000
Culture and Recreation Revenues	287,645	288,215	276,089	283,000	215,077	283,000	361,736
Investment Earnings and Contributions	125,994	159,802	181,895	182,109	92,395	182,109	257,508
Other Financing Sources	1,584	550	12	-	196	-	196
Transfers In	8,283	-	-	-	-	-	-
Total Revenues	424,102	448,975	458,699	466,109	308,400	466,109	620,440
Total Resources	693,782	729,195	722,728	744,722	586,253	743,962	898,293
EXPENDITURES							
Community Relations/Tourism	1,275	1,816	799	2,000	-	2,000	2,000
Library Services	-	60	-	1,200	-	1,200	1,200
Parks & Leisure	412,287	463,292	444,076	461,000	192,373	463,726	463,713
Total Expenditures	413,562	465,167	444,875	464,200	192,373	466,926	466,913
Current Rev. - Current Exp.	10,541	(16,192)	13,825	1,909	116,027	(817)	153,527
Expenditures from Fund Balance							
Non-Departmental	-	-	-	7,000	-	7,000	7,000
ENDING FUND BALANCE	280,221	264,028	277,853	273,522	393,880	270,036	424,380
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	280,221	264,028	277,853	273,522	393,880	270,036	424,380

PEG Programming Fund

(#232)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
beginnull							
BEGINNING FUND BALANCES	193,135	229,197	244,512	295,991	541,633	541,633	541,633
REVENUES							
Taxes	271,395	277,775	299,709	277,775	347,041	277,775	321,783
Investment Earnings and Contributions	552	566	2,246	627	456	627	810
Total Revenues	271,947	278,341	301,955	278,402	347,497	278,402	322,593
Total Resources	465,083	507,538	546,467	574,393	889,130	820,035	864,226
EXPENDITURES							
Community Relations/Tourism	235,886	263,026	4,834	100,000	153,998	225,803	225,803
Total Expenditures	235,886	263,026	4,834	100,000	153,998	225,803	225,803
Current Rev. - Current Exp.	36,062	15,315	297,121	178,402	193,500	52,599	96,790
ENDING FUND BALANCE	229,197	244,512	541,633	474,393	735,133	594,232	638,423
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	229,197	244,512	541,633	474,393	735,133	594,232	638,423

Court Technology Fund

(#233)

This fund has revenues from specific fees attached to fines and must be used for court technology purposes.

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	178,374	183,735	190,073	181,677	201,616	201,616	201,616
REVENUES							
Investment Earnings and Contributions	325	511	1,190	713	128	713	713
Fines, Forfeitures and other Court Fees	79,341	81,682	75,853	121,208	45,732	121,208	121,208
Total Revenues	79,666	82,193	77,043	121,921	45,860	121,921	121,921
Total Resources	258,041	265,928	267,116	303,598	247,476	323,537	323,537
EXPENDITURES							
Information Technology	40,000	40,000	40,000	79,211	40,554	79,211	76,720
Municipal Court	34,306	35,855	25,500	42,710	19,777	42,710	42,710
Non-Departmental	-	-	-	-	-	-	-
Total Expenditures	74,306	75,855	65,500	121,921	60,331	121,921	119,430
Current Rev. - Current Exp.	5,360	6,338	11,543	-	(14,471)	-	2,491
Expenditures from Fund Balance							
Non-Departmental	-	-	-	1,550	1,432	1,550	1,550
ENDING FUND BALANCE	183,735	190,073	201,616	180,127	185,713	200,066	202,557
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	183,735	190,073	201,616	180,127	185,713	200,066	202,557

Court Security Fund

(#234)

This fund has revenues from specific fees attached to fines and must be used for court security purposes.\n

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	66,496	72,233	78,866	74,699	83,165	83,165	83,165
REVENUES							
Investment Earnings and Contributions	108	186	457	175	47	175	175
Fines, Forfeitures and other Court Fees	59,503	61,268	56,894	56,698	34,299	56,698	56,698
Total Revenues	59,610	61,454	57,351	56,873	34,346	56,873	56,873
Total Resources	126,106	133,687	136,217	131,572	117,512	140,038	140,038
EXPENDITURES							
Municipal Court	53,873	54,821	53,052	55,303	28,106	55,303	55,303
Total Expenditures	53,873	54,821	53,052	55,303	28,106	55,303	55,303
Current Rev. - Current Exp.	5,738	6,633	4,299	1,570	6,240	1,570	1,570
ENDING FUND BALANCE	72,233	78,866	83,165	76,269	89,406	84,735	84,735
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	72,233	78,866	83,165	76,269	89,406	84,735	84,735

Juvenile Case Manager Fund

(#235)

This fund is used to account for expenditures related to the juvenile case manager fee collected by the municipal court.\n

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	86,073	95,000	115,462	129,450	134,422	134,422	134,422
REVENUES							
Investment Earnings and Contributions	125	262	749	230	72	230	230
Fines, Forfeitures and other Court Fees	78,919	93,582	93,462	92,555	56,492	92,555	92,555
Total Revenues	79,044	93,843	94,211	92,785	56,564	92,785	92,785
Total Resources	165,117	188,843	209,673	222,235	190,986	227,207	227,207
EXPENDITURES							
Municipal Court	70,117	73,381	75,251	77,680	52,619	77,680	77,514
Total Expenditures	70,117	73,381	75,251	77,680	52,619	77,680	77,514
Current Rev. - Current Exp.	8,927	20,462	18,959	15,105	3,945	15,105	15,271
ENDING FUND BALANCE	95,000	115,462	134,422	144,555	138,367	149,527	149,693
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	95,000	115,462	134,422	144,555	138,367	149,527	149,693

Fire & Police Training Fund

(#237)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	126,742	154,218	158,513	93,467	138,838	138,838	138,838
REVENUES							
Intergovernmental Revenues	41,145	23,591	7,010	29,879	30,691	65,717	29,879
Charges for Services	-	996	-	972	-	972	-
Culture and Recreation Revenues	-	-	-	-	16,410	84,333	15,640
Investment Earnings and Contributions	47,434	39,290	64,721	2,362	9,945	27,667	12,251
Transfers In	-	-	-	-	-	-	-
Total Revenues	88,579	63,877	71,731	33,213	57,046	178,689	57,770
Total Resources	215,321	218,096	230,244	126,680	195,885	317,527	196,608
EXPENDITURES							
Fire	58,754	58,120	63,824	70,797	7,931	165,255	70,797
Police	2,349	1,463	27,582	42,948	37,710	42,948	42,948
Total Expenditures	61,103	59,583	91,406	113,745	45,641	208,203	113,745
Current Rev. - Current Exp.	27,476	4,295	(19,675)	(80,532)	11,406	(29,514)	(55,975)
ENDING FUND BALANCE	154,218	158,513	138,838	12,935	150,244	109,324	82,863
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	154,218	158,513	138,838	12,935	150,244	109,324	82,863

LEOSE Fund

(#238)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	2,636	-	2,160	3,476	5,160	5,160	5,160
REVENUES							
Intergovernmental Revenues	-	10,493	10,316	9,000	10,039	9,000	9,000
Investment Earnings and Contributions	-	12	29	-	8	-	-
Total Revenues	-	10,505	10,346	9,000	10,047	9,000	9,000
Total Resources	2,636	10,505	12,506	12,476	15,206	14,160	14,160
EXPENDITURES							
Police	2,636	8,345	7,346	9,000	3,747	9,000	9,000
Total Expenditures	2,636	8,345	7,346	9,000	3,747	9,000	9,000
Current Rev. - Current Exp.	(2,636)	2,160	2,999	-	6,300	-	-
ENDING FUND BALANCE	-	2,160	5,160	3,476	11,460	5,160	5,160
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	-	2,160	5,160	3,476	11,460	5,160	5,160

Waters Ridge PID Fund

(#239)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	225,559	234,472	242,468	243,115	254,000	254,000	254,000
<u>REVENUES</u>							
Taxes	15,174	15,174	15,031	15,031	15,023	15,031	15,023
Investment Earnings and Contributions	424	661	1,526	642	205	642	642
Total Revenues	15,599	15,835	16,557	15,673	15,228	15,673	15,665
Total Resources	241,157	250,308	259,025	258,788	269,228	269,673	269,665
<u>EXPENDITURES</u>							
Economic Development/Planning	-	-	-	-	-	-	-
Parks & Leisure	6,685	7,840	5,025	15,000	-	15,000	15,000
Total Expenditures	6,685	7,840	5,025	15,000	-	15,000	15,000
Current Rev. - Current Exp.	8,914	7,995	11,532	673	15,228	673	665
ENDING FUND BALANCE	234,472	242,468	254,000	243,788	269,228	254,673	254,665
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	234,472	242,468	254,000	243,788	269,228	254,673	254,665

Asset Forfeiture-State Fund

(#240)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	103,176	165,534	171,459	150,127	188,817	188,817	188,817
<u>REVENUES</u>							
Intergovernmental Revenues	66,097	13,866	24,544	4,700	18,784	4,700	4,700
Investment Earnings and Contributions	251	443	1,081	-	150	-	-
Other Financing Sources	3,475	4,750	6,131	3,475	-	3,475	3,475
Total Revenues	69,823	19,059	31,756	8,175	18,933	8,175	8,175
Total Resources	172,999	184,593	203,215	158,302	207,750	196,992	196,992
<u>EXPENDITURES</u>							
Police	7,465	13,133	14,398	143,047	42,939	143,047	143,047
Total Expenditures	7,465	13,133	14,398	143,047	42,939	143,047	143,047
Current Rev. - Current Exp.	62,358	5,926	17,358	(134,872)	(24,006)	(134,872)	(134,872)
ENDING FUND BALANCE	165,534	171,459	188,817	15,255	164,811	53,945	53,945
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	165,534	171,459	188,817	15,255	164,811	53,945	53,945

Asset Forfeiture-Federal Fund

(#241)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	662,233	677,802	619,298	160,831	367,358	367,358	367,358
<u>REVENUES</u>							
Intergovernmental Revenues	371,222	326,490	103,371	200,000	43,464	200,000	100,000
Investment Earnings and Contributions	1,051	1,705	2,644	1,674	226	1,674	1,674
Other Financing Sources	-	-	-	-	-	-	-
Total Revenues	372,273	328,195	106,015	201,674	43,690	201,674	101,674
Total Resources	1,034,506	1,005,997	725,313	362,505	411,048	569,032	469,032
<u>EXPENDITURES</u>							
Police	356,704	386,700	357,955	129,110	45,129	338,753	338,753
Total Expenditures	356,704	386,700	357,955	129,110	45,129	338,753	338,753
Current Rev. - Current Exp.	15,569	(58,505)	(251,940)	72,564	(1,438)	(137,079)	(237,079)
ENDING FUND BALANCE	677,802	619,298	367,358	233,395	365,919	230,279	130,279
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	677,802	619,298	367,358	233,395	365,919	230,279	130,279

Community Activities Fund

(#255)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	168,512	212,412	268,044	412,932	313,025	313,025	313,025
REVENUES							
Culture and Recreation Revenues	204,035	185,008	251,411	440,538	232,311	440,538	531,141
Investment Earnings and Contributions	120,488	280,548	236,470	257,678	162,200	257,678	259,111
Other Financing Sources	(1)	10	-	-	-	-	-
Transfers In	80,000	-	-	-	-	-	-
Total Revenues	404,522	465,566	487,881	698,216	394,511	698,216	790,252
Total Resources	573,034	677,978	755,924	1,111,148	707,536	1,011,241	1,103,277
EXPENDITURES							
Community Relations/Tourism	360,622	409,934	442,899	653,101	325,242	653,101	653,037
Development Services	-	-	-	10,000	-	10,000	10,000
Economic Development/Planning	-	-	-	-	-	-	-
Total Expenditures	360,622	409,934	442,899	663,101	325,242	663,101	663,037
Current Rev. - Current Exp.	43,900	55,632	44,982	35,115	69,269	35,115	127,215
ENDING FUND BALANCE	212,412	268,044	313,025	448,047	382,295	348,140	440,240
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	212,412	268,044	313,025	448,047	382,295	348,140	440,240

Grants Fund

(#270)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	20,245	20,626	20,673	31,569	31,569	31,569	31,569
REVENUES							
Intergovernmental Revenues	706,901	315,716	418,155	441,703	148,512	761,051	476,063
Investment Earnings and Contributions	30	48	13	47	-	93	93
Other Financing Sources	-	-	-	-	-	-	-
Transfers In	95,535	7,461	8,542	11,979	-	11,979	11,979
Total Revenues	802,466	323,225	426,710	453,729	148,512	773,123	488,135
Total Resources	822,710	343,851	447,383	485,298	180,081	804,692	519,704
EXPENDITURES							
Development Services	-	-	96	-	-	-	-
Economic Development/Planning	191,080	41,015	-	-	-	-	-
Emergency Management	186,103	100,443	40,482	41,760	27,432	177,149	41,760
Engineering	25,916	9,294	-	-	-	-	-
Fire	148,413	64,551	241,139	200,000	60,779	492,931	200,000
Library Services	-	-	4,678	-	-	-	-
Parks & Leisure	-	402	-	-	80,005	-	-
Police	250,573	107,472	124,361	218,700	110,780	268,744	218,700
Public Services	-	-	5,059	-	-	-	-
Total Expenditures	802,084	323,177	415,815	460,460	278,997	938,824	460,460
Current Rev. - Current Exp.	381	48	10,895	(6,731)	(130,485)	(165,701)	27,675
ENDING FUND BALANCE	20,626	20,673	31,569	24,838	(98,916)	(134,132)	59,244
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	20,626	20,673	31,569	24,838	(98,916)	(134,132)	59,244

CDBG Grant Fund

(#280)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	42,371	45,785	49,291	48,092	48,092	48,092	48,092
REVENUES							
Intergovernmental Revenues	750,853	658,665	264,025	633,768	-	957,752	633,768
Investment Earnings and Contributions	357	243	96	283	-	437	437
Other Financing Sources	3,522	2,757	6,187	6,594	-	6,594	6,594
Transfers In	27,910	27,910	27,910	63,749	-	63,749	63,749
Total Revenues	782,643	689,575	298,218	704,394	-	1,028,532	704,548
Total Resources	825,014	735,360	347,509	752,486	48,092	1,076,624	752,640
EXPENDITURES							
Neighborhood Services	779,229	686,069	299,416	697,663	244,209	1,509,934	692,713
Total Expenditures	779,229	686,069	299,416	697,663	244,209	1,509,934	692,713
Current Rev. - Current Exp.	3,414	3,505	(1,198)	6,731	(244,209)	(481,402)	11,835
ENDING FUND BALANCE	45,785	49,291	48,092	54,823	(196,116)	(433,310)	59,927
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	45,785	49,291	48,092	54,823	(196,116)	(433,310)	59,927

Crime Cntr & Prevention District

(#285)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	538,061	1,365,743	1,631,860	1,856,973	2,259,978	2,259,978	2,259,978
<u>REVENUES</u>							
Taxes	2,614,149	2,914,466	3,057,726	2,914,466	1,251,751	2,914,466	3,057,726
Investment Earnings and Contributions	1,428	3,159	9,265	2,713	1,330	2,713	3,477
Other Financing Sources	840	-	122	-	-	-	-
Total Revenues	2,616,417	2,917,625	3,067,113	2,917,179	1,253,081	2,917,179	3,061,203
Total Resources	3,154,479	4,283,368	4,698,972	4,774,152	3,513,058	5,177,157	5,321,181
<u>EXPENDITURES</u>							
Information Technology	63,714	73,330	121,321	162,623	127,380	162,623	170,478
Neighborhood Services	180,800	197,418	202,018	219,892	119,316	219,892	216,809
Police	1,544,222	2,380,760	2,115,656	2,537,281	1,489,479	2,677,760	2,611,564
Total Expenditures	1,788,736	2,651,508	2,438,995	2,919,796	1,736,176	3,060,275	2,998,851
Current Rev. - Current Exp.	827,681	266,117	628,118	(2,617)	(483,095)	(143,096)	62,352
ENDING FUND BALANCE	1,365,743	1,631,860	2,259,978	1,854,356	1,776,883	2,116,882	2,322,330
OPERATING RESERVE: 20%	357,747	530,302	487,799	583,959	347,235	612,055	599,770
UNDESIGNATED RESERVE	1,007,995	1,101,558	1,772,179	1,270,397	1,429,648	1,504,827	1,722,560

Fire Cntr & Prevention District

(#286)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	791,143	2,681,051	3,127,688	2,842,614	3,036,371	3,036,371	3,036,371
<u>REVENUES</u>							
Taxes	2,636,653	2,916,364	3,058,057	2,916,364	1,253,181	2,916,364	3,058,057
Investment Earnings and Contributions	2,749	4,658	25,433	5,050	8,172	5,050	10,012
Other Financing Sources	-	300	-	-	-	-	-
Total Revenues	2,639,402	2,921,322	3,083,489	2,921,414	1,261,352	2,921,414	3,068,069
Total Resources	3,430,545	5,602,373	6,211,177	5,764,028	4,297,723	5,957,785	6,104,440
<u>EXPENDITURES</u>							
Emergency Management	-	16,418	18,890	28,658	13,985	28,658	24,311
Fire	749,494	2,398,402	3,076,223	1,193,018	719,654	1,193,018	1,180,960
Information Technology	-	59,865	79,693	78,792	42,362	78,792	75,067
Total Expenditures	749,494	2,474,685	3,174,806	1,300,468	776,000	1,300,468	1,280,338
Current Rev. - Current Exp.	1,889,909	446,637	(91,317)	1,620,946	485,352	1,620,946	1,787,731
ENDING FUND BALANCE	2,681,051	3,127,688	3,036,371	4,463,560	3,521,723	4,657,317	4,824,102
OPERATING RESERVE: 20%	149,899	494,937	634,961	260,094	155,200	260,094	256,068
UNDESIGNATED RESERVE	2,531,152	2,632,751	2,401,410	4,203,466	3,366,523	4,397,223	4,568,034

Water & Sewer Fund

(#402)

The Utility Fund accounts for the City's water and wastewater utility operations. The utility fund is a proprietary fund that operates like a business and is self-sufficient. This means that the cost of providing services to citizens is financed or recovered through user fees. Water and Sewer sales comprise 93 percent of the fund's total revenue. Debt service reflected below is different from the scheduled debt service payments due to bond covenants that require monthly installments of the upcoming principle and interest payments.

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	18,159,646	20,020,317	14,534,684	9,475,596	13,753,269	13,753,269	13,753,269
REVENUES							
Utility Revenues	29,688,342	28,622,055	29,940,046	29,117,740	16,197,831	29,117,740	30,670,518
Charges for Services	174,962	(16,878)	(38,177)	-	(35,527)	-	-
Investment Earnings and Contributions	32,238	39,857	99,599	51,476	5,506	51,476	51,476
Other Financing Sources	5,068	17,397	6,357	11,006	3,810	11,006	11,958
Transfers In	50,000	-	-	-	-	-	-
Total Revenues	29,950,610	28,662,430	30,007,825	29,180,222	16,171,620	29,180,222	30,733,952
Total Resources	48,110,256	48,682,747	44,542,509	38,655,818	29,924,889	42,933,491	44,487,221
EXPENDITURES							
City Manager	180,666	183,962	151,013	-	-	-	-
Engineering	77,337	81,474	100,436	109,186	59,593	109,186	105,768
Finance	991,700	989,642	1,049,435	1,076,791	623,405	1,079,675	1,056,468
Information Technology	-	-	-	-	5,316	-	33,422
Neighborhood Services	-	-	-	-	-	-	-
Non-Departmental	10,294,774	11,556,220	9,901,956	11,313,791	6,189,589	11,313,791	11,313,791
Public Services	14,947,000	15,650,375	15,729,669	16,680,455	8,858,927	16,994,803	16,961,381
Total Expenditures	26,491,477	28,461,673	26,932,509	29,180,223	15,736,831	29,497,455	29,470,830
Current Rev. - Current Exp.	3,459,133	200,757	3,075,316	(1)	434,789	(317,233)	1,263,122
Expenditures from Fund Balance							
Non-Departmental	1,598,462	5,686,390	3,856,731	1,766,836	1,499,596	1,796,559	1,796,559
ENDING FUND BALANCE	20,020,317	14,534,684	13,753,269	7,708,759	12,688,462	11,639,477	13,219,832
OPERATING RESERVE: 20%	5,298,295	5,692,335	5,386,502	5,836,045	3,147,366	5,899,491	5,894,166
UNDESIGNATED RESERVE	14,722,021	8,842,349	8,366,767	1,872,714	9,541,096	5,739,986	7,325,666

Maintenance & Replacement Fund

(#503)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	4,033,793	5,705,175	6,158,937	3,214,462	5,577,866	5,577,866	5,577,866
REVENUES							
Internal Service Revenues	2,148,141	2,257,247	2,349,756	2,218,337	1,186,584	2,218,337	2,252,594
Investment Earnings and Contributions	10,810	16,569	32,311	16,223	4,226	16,223	16,223
Other Financing Sources	99,211	136,557	88,427	110,125	107,873	110,125	110,125
Transfers In	1,500,000	-	-	100,000	100,000	100,000	100,000
Total Revenues	3,758,161	2,410,373	2,470,494	2,444,685	1,398,682	2,444,685	2,478,942
Total Resources	7,791,954	8,115,548	8,629,431	5,659,147	6,976,548	8,022,551	8,056,808
EXPENDITURES							
Information Technology	419,315	155,991	161,645	1,026,437	163,586	1,035,737	1,035,737
Public Services	1,645,514	1,800,619	2,889,921	4,219,248	1,700,827	4,297,750	4,295,491
Total Expenditures	2,064,829	1,956,610	3,051,565	5,245,685	1,864,413	5,333,487	5,331,228
Current Rev. - Current Exp.	1,693,332	453,762	(581,071)	(2,801,000)	(465,732)	(2,888,802)	(2,852,286)
Expenditures from Fund Balance							
Non-Departmental	21,950	-	-	-	-	-	-
ENDING FUND BALANCE	5,705,175	6,158,937	5,577,866	413,462	5,112,134	2,689,064	2,725,580
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	5,705,175	6,158,937	5,577,866	413,462	5,112,134	2,689,064	2,725,580

Self-Insurance Risk Fund

(#504)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	6,324,548	5,274,914	5,221,741	4,024,361	4,135,965	4,135,965	4,135,965
<u>REVENUES</u>							
Internal Service Revenues	1,498,092	1,519,921	1,509,041	1,544,316	838,664	1,544,316	1,544,316
Investment Earnings and Contributions	9,304	16,216	37,095	15,789	3,969	15,789	15,789
Other Financing Sources	24,479	7,591	14,749	-	34,637	-	34,637
Total Revenues	1,531,875	1,543,727	1,560,886	1,560,105	877,270	1,560,105	1,594,742
Total Resources	7,856,422	6,818,641	6,782,627	5,584,466	5,013,235	5,696,070	5,730,707
<u>EXPENDITURES</u>							
Human Resources	1,581,508	1,596,900	1,482,112	1,549,961	1,095,830	1,565,397	1,565,397
Total Expenditures	1,581,508	1,596,900	1,482,112	1,549,961	1,095,830	1,565,397	1,565,397
Current Rev. - Current Exp.	(49,634)	(53,172)	78,774	10,144	(218,560)	(5,292)	29,345
Expenditures from Fund Balance							
Non-Departmental	1,000,000	-	1,164,551	214,524	110,739	207,524	207,524
ENDING FUND BALANCE	5,274,914	5,221,741	4,135,965	3,819,981	3,806,665	3,923,149	3,957,786
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	5,274,914	5,221,741	4,135,965	3,819,981	3,806,665	3,923,149	3,957,786

Health Benefit Trust Fund

(#505)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	27,810	1,347,432	2,245,537	2,345,200	2,204,153	2,204,153	2,204,153
<u>REVENUES</u>							
Charges for Services	-	-	1,469,441	1,767,584	1,099,986	1,767,584	1,767,584
Internal Service Revenues	8,387,837	9,188,531	8,055,888	7,765,774	4,078,139	7,765,774	7,765,774
Investment Earnings and Contributions	2,014	12,901	22,808	7,457	3,545	7,457	7,457
Other Financing Sources	22,644	96,132	28,206	45,544	8,886	45,544	46,580
Transfers In	1,000,000	-	-	-	-	-	-
Total Revenues	9,412,494	9,297,564	9,576,344	9,586,359	5,190,556	9,586,359	9,587,395
Total Resources	9,440,304	10,644,996	11,821,881	11,931,559	7,394,709	11,790,512	11,791,548
<u>EXPENDITURES</u>							
Human Resources	8,092,872	8,399,459	9,617,728	9,640,878	7,392,385	9,643,577	9,643,577
Total Expenditures	8,092,872	8,399,459	9,617,728	9,640,878	7,392,385	9,643,577	9,643,577
Current Rev. - Current Exp.	1,319,623	898,105	(41,384)	(54,519)	(2,201,829)	(57,218)	(56,182)
ENDING FUND BALANCE	1,347,432	2,245,537	2,204,153	2,290,681	2,324	2,146,935	2,147,971
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	1,347,432	2,245,537	2,204,153	2,290,681	2,324	2,146,935	2,147,971

OPEB Liability Trust Fund

(#610)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	3,333,183	3,739,985	3,584,789	3,535,769	3,851,055	3,851,055	3,851,055
<u>REVENUES</u>							
Internal Service Revenues	366,600	279,200	224,000	175,700	175,700	175,700	175,700
Investment Earnings and Contributions	409,002	(104,996)	382,066	80,093	176,525	80,093	80,093
Total Revenues	775,602	174,204	606,066	255,793	352,225	255,793	255,793
Total Resources	4,108,785	3,914,189	4,190,855	3,791,562	4,203,280	4,106,848	4,106,848
<u>EXPENDITURES</u>							
Human Resources	368,800	329,400	339,800	273,800	136,900	273,800	273,800
Total Expenditures	368,800	329,400	339,800	273,800	136,900	273,800	273,800
Current Rev. - Current Exp.	406,802	(155,196)	266,266	(18,007)	215,325	(18,007)	(18,007)
ENDING FUND BALANCE	3,739,985	3,584,789	3,851,055	3,517,762	4,066,380	3,833,048	3,833,048
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	3,739,985	3,584,789	3,851,055	3,517,762	4,066,380	3,833,048	3,833,048

Tax Increment Reinvestment Zone1

(#792)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	1,117,884	1,119,551	1,217,423	1,358,644	1,364,226	1,364,226	1,364,226
<u>REVENUES</u>							
Taxes	508,140	634,611	707,742	758,181	748,242	758,181	748,242
Investment Earnings and Contributions	2,294	3,953	8,877	3,295	1,619	3,295	3,295
Transfers In	-	-	-	-	-	-	-
Total Revenues	510,434	638,563	716,619	761,476	749,861	761,476	751,537
Total Resources	1,628,318	1,758,115	1,934,042	2,120,120	2,114,087	2,125,702	2,115,763
<u>EXPENDITURES</u>							
Economic Development/Planning	-	-	-	-	-	-	-
Non-Departmental	508,766	540,691	569,816	601,696	450,362	601,696	601,696
Total Expenditures	508,766	540,691	569,816	601,696	450,362	601,696	601,696
Current Rev. - Current Exp.	1,668	97,872	146,802	159,780	299,499	159,780	149,841
ENDING FUND BALANCE	1,119,551	1,217,423	1,364,226	1,518,424	1,663,725	1,524,006	1,514,067
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	1,119,551	1,217,423	1,364,226	1,518,424	1,663,725	1,524,006	1,514,067

Tax Increment Reinvestment Zone2

(#793)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	22,059	95,245	200,708	448,873	450,946	450,946	450,946
<u>REVENUES</u>							
Taxes	73,057	104,976	247,804	381,161	375,671	381,161	375,171
Investment Earnings and Contributions	128	488	2,434	383	766	383	1,108
Total Revenues	73,186	105,463	250,238	381,544	376,438	381,544	376,279
Total Resources	95,245	200,708	450,946	830,417	827,384	832,490	827,225
<u>EXPENDITURES</u>							
Economic Development/Planning	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-
Current Rev. - Current Exp.	73,186	105,463	250,238	381,544	376,438	381,544	376,279
ENDING FUND BALANCE	95,245	200,708	450,946	830,417	827,384	832,490	827,225
OPERATING RESERVE: NONE	-	-	-	-	-	-	-
UNDESIGNATED RESERVE	95,245	200,708	450,946	830,417	827,384	832,490	827,225

LPLDC (4B) Fund

(#794)

	FY 2012-2013 ACTUAL	FY 2013-2014 ACTUAL	FY 2014-2015 ACTUAL	FY 2015-2016 ORIGINAL BUDGET	FY 2015-2016 ACTUAL	FY 2015-2016 ADJUSTED BUDGET	FY 2015-16 MID YEAR
BEGINNING FUND BALANCES	7,187,149	8,178,339	9,094,361	9,717,253	10,540,108	10,540,108	10,540,108
REVENUES							
Taxes	5,685,240	6,026,564	6,466,414	6,016,676	2,671,377	6,016,676	6,466,413
Culture and Recreation Revenues	235,728	236,703	222,111	227,333	43,449	227,333	227,333
Investment Earnings and Contributions	16,543	26,562	66,904	26,229	9,272	26,229	26,229
Other Financing Sources	32	28,923	28,967	-	28,953	28,953	28,953
Transfers In	-	-	-	28,953	-	-	-
Total Revenues	5,937,542	6,318,752	6,784,396	6,299,191	2,753,052	6,299,191	6,748,928
Total Resources	13,124,691	14,497,091	15,878,757	16,016,444	13,293,160	16,839,299	17,289,036
EXPENDITURES							
Information Technology	-	-	-	-	30,162	72,919	35,875
Library Services	511,480	572,330	477,303	798,838	334,558	725,919	713,551
Non-Departmental	2,907,069	2,795,234	2,714,333	2,748,837	2,217,969	2,748,837	2,748,837
Parks & Leisure	1,507,203	1,685,306	1,746,828	1,954,497	844,333	1,954,497	1,899,994
Total Expenditures	4,925,752	5,052,870	4,938,463	5,502,172	3,427,022	5,502,172	5,398,257
Current Rev. - Current Exp.	1,011,790	1,265,882	1,845,932	797,019	(673,970)	797,019	1,350,671
Expenditures from Fund Balance							
Non-Departmental	20,600	349,860	400,186	6,828,669	6,828,669	6,828,669	6,828,669
ENDING FUND BALANCE	8,178,339	9,094,361	10,540,108	3,685,603	3,037,469	4,508,458	5,062,110
OPERATING RESERVE: 20%	985,150	1,010,574	987,693	1,100,434	685,404	1,100,434	1,079,651
UNDESIGNATED RESERVE	7,193,189	8,083,787	9,552,415	2,585,169	2,352,065	3,408,023	3,982,458

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: May 16, 2016

SUBJECT: **Consideration of the Final Plat of Castle Hills Village Center, Lots 2R-1 Thru 2R-12, 2R-13X, 2R-14 Thru 2R-20, 2R-21X, 2R-22 and 3R-2R, Block A; Containing 7.154-Acres, With a Zoning Designation of General Business Two (GB-2) and Townhouse Two (TH-2), and Five Associated Variances; Located on the Southeast Corner of King Arthur Boulevard and Lady Lore Lane, as Requested by Brian Dench, P.E. of Land Design, on Behalf of the Owner.**

BACKGROUND

The subject plat is located within Castle Hills in the City of Lewisville Extra Territorial Jurisdiction (ETJ) and is to be developed in accordance with the 1996 Castle Hills Agreement. The subject property is being replatted for the purpose of constructing a mixed use building on a portion of the site and single-family attached residential units on the remainder. The plat has five variances associated with its development: a) To allow TH-2 zoning for Lots 2R-1 thru 2R-21X of Block A; b) To allow Lots 2R-14 thru 2R-20, Block A, to front onto a private access easement with a 10-foot Sidewalk and Utility Easement in lieu of a public street. The private access easement will be maintained by Castle Hills HOA; c) To allow Lots 2R-1, 2R-19 and 2R-20 of Block A to have a minimum lot dimension less than the required 75-foot minimum depth; d) To allow Lots 2R-17 thru 2R-20, Block A to have a minimum garage setback of 18-feet in lieu of the required 20-feet from the back of curb; and e) To waive the alley requirement for lots less than 10,000 square feet. The Planning and Zoning Commission recommended unanimous approval of the plat and requested variances (7-0) at their May 3, 2016, meeting.

ANALYSIS

a) To allow TH-2 zoning for Lots 2R-1 thru 2R-21X of Block A

Section 5 of the 1996 agreement between the City of Lewisville and the Bright Family partnership states that all parties “will be bound by the laws and ordinances... in effect at the time of this agreement”. Additionally, Section 6 states that “all portions of the lands shall be zoned in accordance with appropriate Lewisville categories in place at the time of annexation.” Because Castle Hills is outside the Lewisville city limits, the plats submitted for development in Castle Hills designate the zoning district to be used for development, so that at the time of annexation into the city it complies with our zoning categories. The TH-2 zoning district did not exist in 1996, but has been allowed to be used in Castle Hills in various sections of Phase 6 in 2007 and again in 2010. In this case the property is an infill piece and the proposed TH-2 designations allow for single-family attached residential in this urban layout. Staff recommends approval of this variance.

b) To allow Lots 2R-14 to 2R-20 of Block A to front onto a Private Access Easement with a 10-foot Sidewalk and Utility Easement in lieu of a public street.

Section V (4) Lots

This section of the 1996 agreement for Castle Hills requires that each residential lot adjoin a public street. The applicant is requesting Lots 2R-14 to 2R-20 of Block A to front onto a Private Access Easement that would be maintained by the HOA. The Private Access Easement will serve as a fire lane to serve this townhouse development and the proposed adjacent mixed use development. No parking will be allowed in the fire lane. Similar variances to allow private streets has previously been granted for other sections of Castle Hills (Castle Hills Golf Villas, Fireside Village and other sections of Castle Hills). Staff recommends approval of this variance.

c) To allow Lots 2R-1, 2R-19 and 2R-20 of Block A to have a minimum lot dimension less than the required 75-foot minimum depth

Due to the existing development that surrounds the site and alignment limitations, the southern end of the residential site is narrower and does not accommodate the full 75 foot depth for three of the twenty residential lots. The lot depths range from approximately 67 to 70 feet, but the lots are slightly wider than most lots since two are end caps. Staff has no objection to this request.

d) To allow Lots 2R-17 thru 2R-20, Block A to have a minimum garage setback of 18-feet in lieu of the required 20-feet

The garage setback allows for a vehicle to back out of the garage and still be on-site while closing garage doors and if parking on the driveway. The provided 18-foot setback matches a standard parking space that is 18-feet in depth. This request is due to the existing curvilinear access easement on which these lots will front. Staff has no objection to this request.

e) To waive the alley requirement for lots less than 10,000 sf.

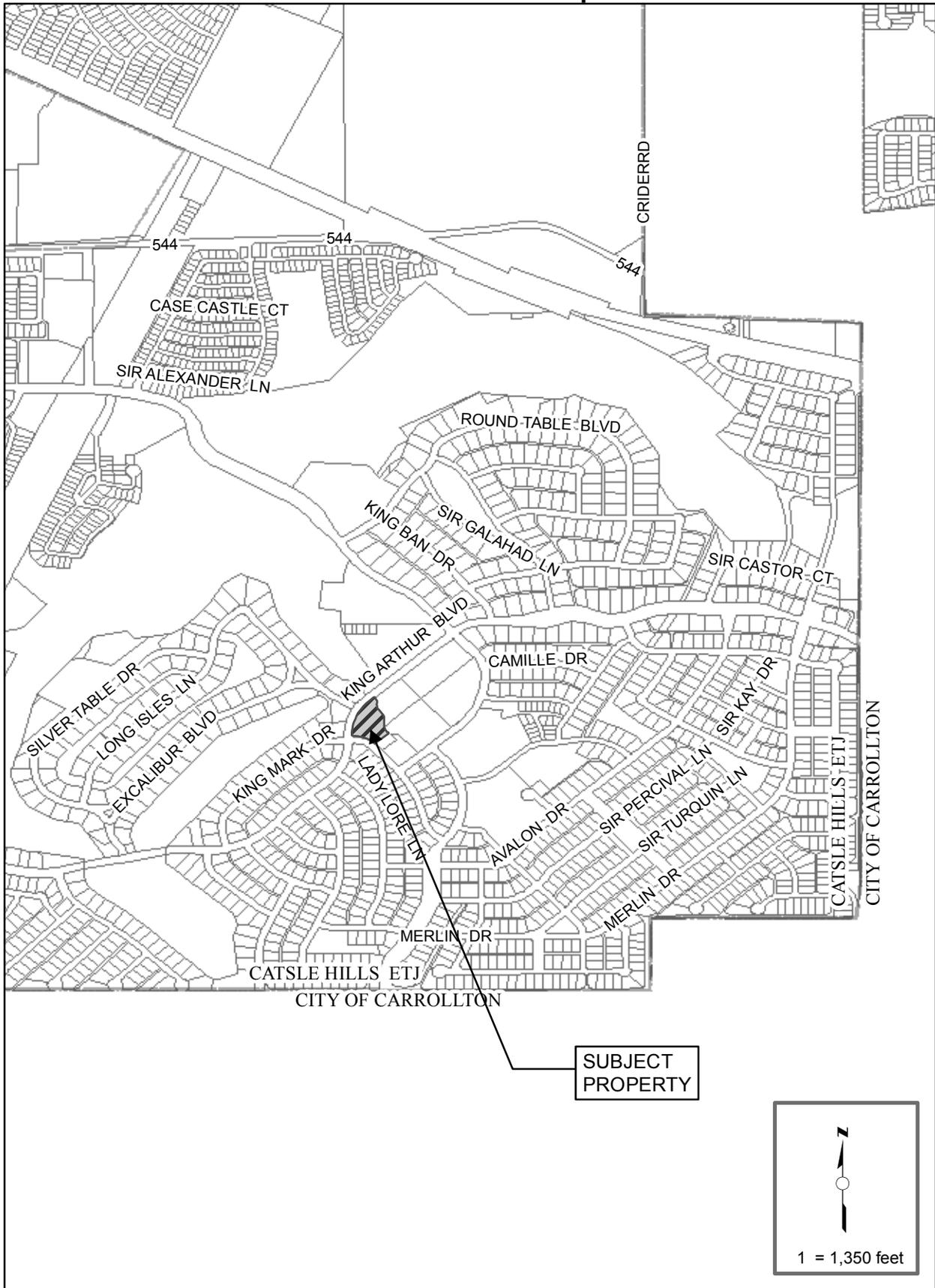
Section V (2)(K) Alleys

This section requires alleys for all single family residential subdivisions; however, the 1996 agreement for Castle Hills eliminates the alley requirement for subdivisions where lot sizes average over 10,000 square feet. The lot sizes in this development range from 2,012 to 4,236 square feet. A front entry product provides larger building pads and useable space for each lot. This variance has also been granted for several other townhouse and smaller lot developments such as Castle Hills Golf Villas, Fireside Village, and other sections of Castle Hills. Staff recommends approval of this variance.

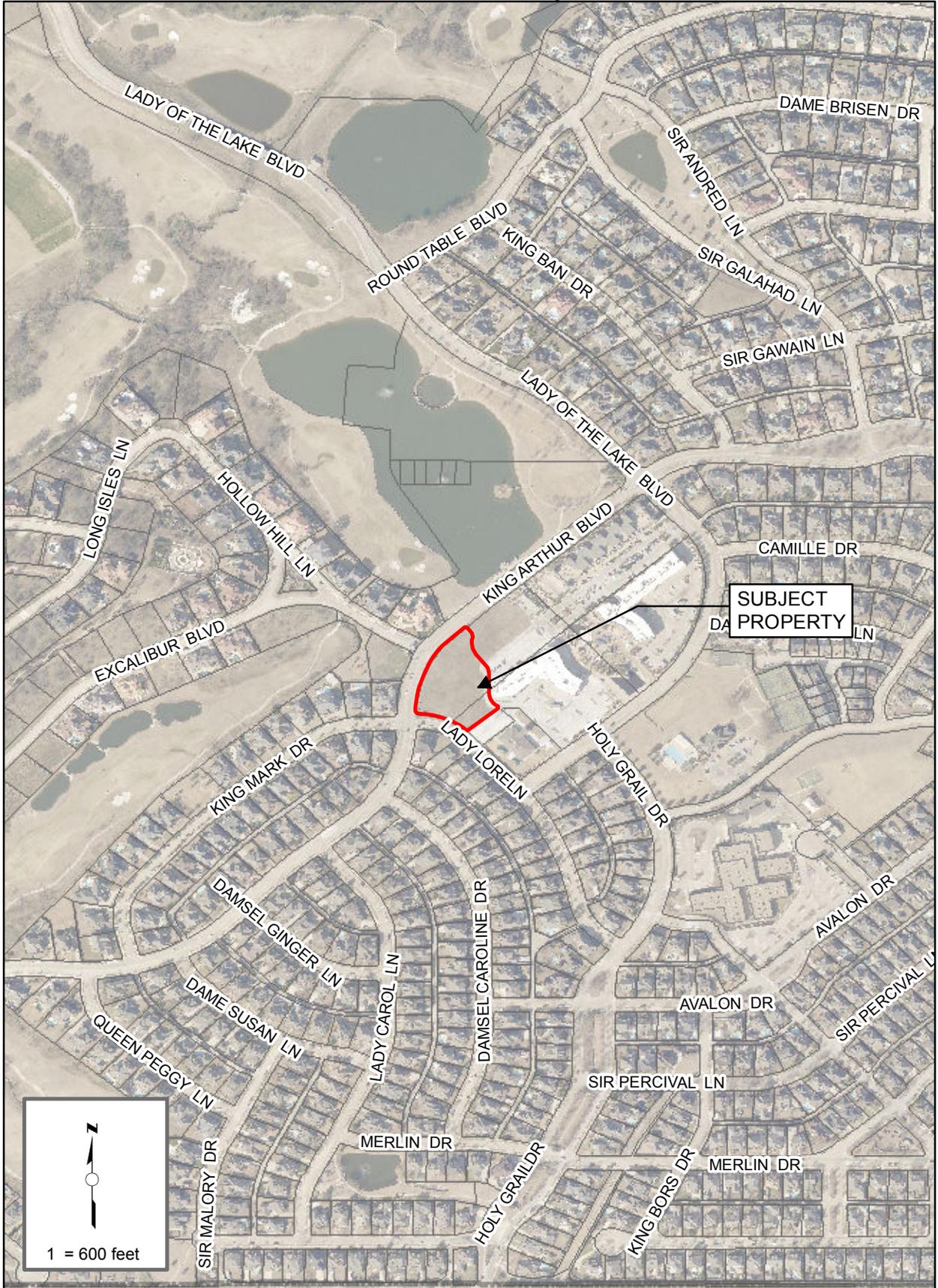
RECOMMENDATION

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

Location Map



Aerial Map



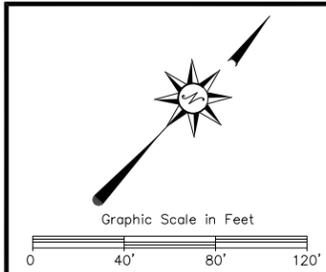
**MINUTES
PLANNING AND ZONING COMMISSION
MAY 3, 2016**

Item 3:

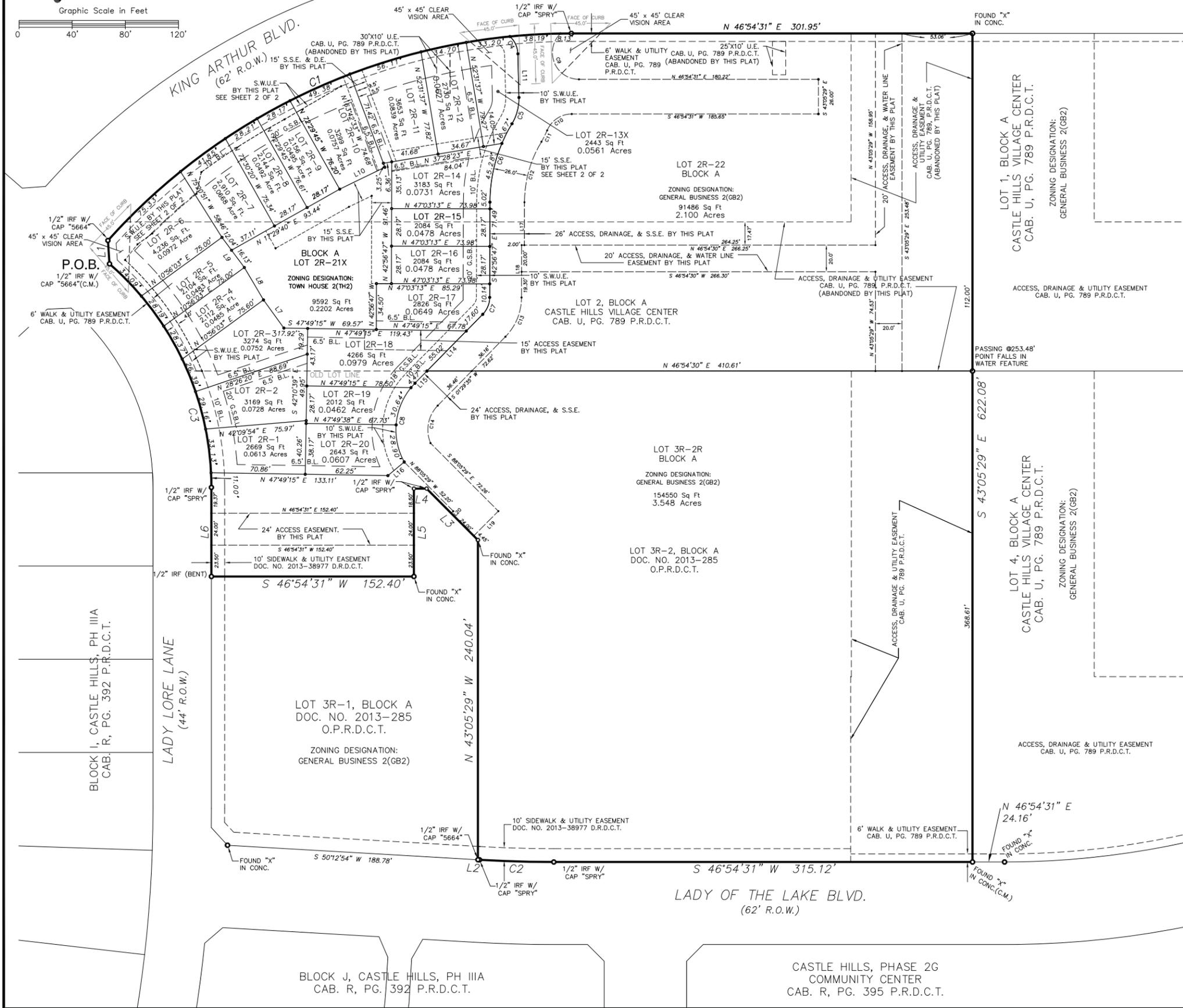
Public Hearing Plats were next on the agenda. There was one plat on the agenda for consideration:

- A. Final Plat of Castle Hills Village Center, Lots 2R-1 thru 2R-12, 2R-13X, 2R-14 thru 2R-20, 2R-21X, 2R-22 and 3R-2R, Block A; Containing 7.154-Acres, With a Zoning Designation of General Business Two (GB-2) and Townhouse Two (TH-2), and Five Associated Variances; Located on the Southeast Corner of King Arthur Boulevard and Lady Lore Lane.

Staff gave an overview of the proposed plat and five requested variances. The public hearing was opened and there being no one to speak, the public hearing was then closed. *A motion was made by Sean Kirk to recommend approval of the five requested variances and plat, seconded by Kristen Green. The motion passed unanimously (7-0).*



All boundary corners shown hereon are marked with a 1/2" iron rod with a plastic cap stamped "SPRY" unless otherwise noted.



ABBREVIATIONS

- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS OF DENTON COUNTY, TEXAS
- VOL. VOLUME
- PG. PAGE
- DOC. NO. DOCUMENT NUMBER
- CAB. CABINET
- S.W.U.E. SIDEWALK AND UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- D.E. DRAINAGE EASEMENT
- IRF IRON ROD FOUND
- IRS IRON ROD SET
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- G.S.B.L. GARAGE SETBACK LINE

LINE	BEARING	DISTANCE
L1	N 46°55'25" W	17.59'
L2	S 50°12'54" W	1.25'
L3	N 88°05'29" W	54.61'
L4	S 46°54'31" W	9.57'
L5	S 43°05'29" E	66.00'
L6	N 43°05'29" W	66.87'
L7	S 79°03'57" E	26.12'
L8	N 73°41'12" W	28.29'
L9	N 79°46'45" W	28.17'
L10	N 21°09'03" E	37.80'
L11	S 44°31'44" E	32.81'
L12	S 42°56'47" E	14.78'

L14	S 01°29'35" W	59.82'
L15	S 01°29'35" W	12.81'
L16	S 07°09'09" W	16.00'
L17	S 42°56'47" E	32.19'
L18	S 42°56'47" E	39.30'
L19	S 01°54'31" W	26.22'
L20	N 01°54'31" E	2.22'

CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	469.00'	48°02'43"	N 22°53'09" E	381.86'	393.28'
C2	969.00'	3°18'23"	S 48°33'42" W	55.91'	55.92'
C3	222.00'	49°07'25"	N 67°39'12" W	184.56'	190.34'
C4	18.13'	46°32'18"	S 67°47'53" E	14.33'	14.73'
C5	36.13'	32°45'33"	S 28°08'58" E	20.38'	20.66'
C6	113.87'	31°10'36"	N 27°21'29" W	61.20'	61.96'
C7	18.13'	44°26'22"	S 20°43'36" E	13.71'	14.06'
C8	49.87'	73°33'04"	S 35°16'57" E	59.71'	64.02'
C9	20.00'	136°05'44"	S 65°02'37" E	37.10'	47.51'
C10	20.00'	67°28'12"	S 13°10'25" W	22.21'	23.55'
C11	62.13'	8°47'30"	S 16°09'56" E	9.52'	9.53'
C12	87.87'	31°10'36"	S 27°21'29" E	47.22'	47.81'
C13	42.13'	44°26'22"	S 20°43'36" E	31.87'	32.68'
C14	25.87'	67°15'16"	S 32°08'03" E	28.65'	30.36'

NOTE:
THE PURPOSE OF THIS REPLAT IS TO SUBDIVIDE EXISTING LOT 2 AND LOT 3R-2, BLOCK A, CASTLE HILLS VILLAGE CENTER INTO TWENTY-ONE (21) TOWN HOUSE 2 (TH2) LOTS AND TWO (2) GENERAL BUSINESS 2 (GB2) LOTS.

FINAL PLAT
CASTLE HILLS VILLAGE CENTER
7.154 ACRES
LOTS 2R-1 THRU 2R-12, 2R-13X, 2R-14 THRU 2R-20, 2R-21X, 2R-22 & 3R-2R, BLOCK A, CASTLE HILLS VILLAGE CENTER, RECORDED IN CABINET U, PAGE 789 P.R.D.C.T. AND LOT 3R-2, BLOCK A, CASTLE HILLS VILLAGE CENTER, RECORDED IN DOC. NO. 2013-285 O.P.R.D.C.T.
APRIL 2016

DISTRICT: Denton County Fresh Water Supply District No. 1-D
2540 King Arthur Blvd., Suite 220
Lewisville, Texas 75056
Office: (972) 899-4000
Fax: (972) 899-9336
Contact: Philip Brosseau, General Manager

OWNER/APPLICANT /DEVELOPER: CASTLE HILLS VILLAGE SHOPS, LLC
2520 KING ARTHUR BOULEVARD, SUITE 200
LEWISVILLE, TX 75056
PHONE: (972) 410-6500
FAX: (972) 410-6601
CONTACT: PARKER BRIGHT

ENGINEER: LAND DESIGN, INC.
222 WEST LAS COLINAS BLVD., SUITE 1405 N
IRVING, TX 75039
PHONE: (214) 785-6006
CONTACT: BRIAN DENCH, P.E.

SURVEYOR: Spry Surveyors
8241 Mid-Cities Blvd., Suite 100
North Richland Hills, TX 76182
Office: (817) 776-4049
Contact: David Lewis, R.P.L.S.

BOUNDARY DESCRIPTION

All that certain 7.154 acres of land, which is all of Lot 2, Block A, Castle Hills Village Center, recorded in Cabinet U, Page 789 in the Plat Records of Denton County, Texas (P.R.D.C.T.), and all of Lot 3R-2, Block A, recorded in Document No. 2013-285, O.P.R.D.C.T., in the James Dooley Survey, A-343, City of Lewisville, Denton County, Texas and more particularly described by metes and bounds as follows: (all bearings shown hereon are based on the recorded bearings of said Castle Hills Village Center);

Beginning at a 1/2" iron rod with a cap stamped "5664" found for the east corner of the northeast right-of-way cutback line at the intersection of the north right-of-way line of Lady Lore Lane (44' right-of-way) and the east right-of-way line of King Arthur Boulevard (62' right-of-way);

THENCE North 46° 55' 25" West - 17.59' to a 1/2" iron rod with a cap stamped "5664" found for the north corner of said northeast right-of-way cutback line, which is also a point on a curve to right having a central angle of 48° 02' 43", a radius of 469.00', and a chord bearing and distance of North 22° 53' 09" East - 381.86';

THENCE along the easterly right-of-way line of said King Arthur Boulevard common to the westerly line of said Lot 2, Block A, with said curve to the right, an arc length of 393.28' to a 1/2" iron rod with a cap stamped "SPRY" found for the end of curve;

THENCE North 46° 54' 31" East - 301.95' continuing along the common line of said easterly right-of-way line of King Arthur Boulevard and westerly line of said Lot 2, Block A, to a cut "X" found in concrete for the most north corner of the herein described tract, common to the southwesterly corner of Lot 1, Block A, of said Castle Hills Village Center;

THENCE South 43° 05' 29" East, along the common line of said Lot 2, Block A and Lot 1, Block A, passing a point for corner in a water feature at a distance of 253.48', and continuing for a total distance of 622.08' to a cut "X" found in concrete for the east corner of said Lot 3R-2, Block A, common to the south corner of said Lot 1, Block A, in the northwest right-of-way line of Lady of the Lake Boulevard (62' right-of-way), from which a cut "X" found in concrete bears North 46° 54' 31" East - 24.16' in the northwest right-of-way line of said Lady of the Lake Boulevard;

THENCE South 46° 54' 31" West - 315.12' along the northwest right-of-way line of said Lady of the Lake Boulevard, common to the easterly line of said Lot 3R-2, Block A, to a 1/2" iron rod with a cap stamped "SPRY" found for the Point of Curvature of a curve to the right, having a central angle of 03° 18' 23", a radius of 969.00', and a chord bearing and distance of South 48° 33' 42" West - 55.91';

THENCE along said curve to the right, which is the northwest right-of-way line of said Lady of the Lake Boulevard, an arc length of 55.92', to a 1/2" iron rod with a cap stamped "SPRY" found for the end of curve;

THENCE South 50° 12' 54" West - 1.25' continuing along the northwest right-of-way line of said Lady of the Lake Boulevard to a 1/2" iron rod with a cap stamped "5664" found for the east corner of Lot 3R-1, Block A, Castle Hills Village Center, recorded in Document No. 2013-285, Official Public Records of Denton County, Texas (O.P.R.D.C.T.);

THENCE along the common lines of Lot 3R-2, and Lot 3R-1, Block A, the following courses and distances:

North 43° 05' 29" West - 240.04' to a cut "X" found in concrete for an angle corner of the herein described tract;

North 88° 05' 29" West - 54.61' to a 1/2" iron rod with a cap stamped "SPRY" found for an angle corner of the herein described tract;

South 46° 54' 31" West - 9.57' to a 1/2" iron rod with a cap stamped "SPRY" found for an angle corner of the herein described tract;

South 43° 05' 29" East - 66.00' to a cut "X" found in concrete for an angle corner of the herein described tract;

South 46° 54' 31" West - 152.40' to a 1/2" iron rod (bent) found for the west corner of said Lot 3R-1, Block A, in the northerly right-of-way line of said Lady Lore Lane;

THENCE North 43° 05' 29" West - 66.87' along the northerly right-of-way line of said Lady Lore Lane, common to the southerly line of said Lot 3R-2, Block A, to a 1/2" iron rod with a cap stamped "SPRY" found for the Point of Curvature of a curve to the left, having a central angle of 49° 07' 25", a radius of 222.00', and a chord bearing and distance of North 67° 39' 12" West - 184.56';

THENCE along the northwest right-of-way line of said Lady Lore Lane, with said curve to the left, an arc length of 190.34' to the POINT OF BEGINNING and containing 7.154 acres of land.

OWNER'S CERTIFICATE OF DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That CASTLE HILLS VILLAGE SHOPS, LLC does hereby adopt this replat designating the herein described property as LOTS 2R-1 THRU 2R-12, 2R-13X, 2R-14 THRU 2R-20, 2R-21X, 2R-22 & 3R-2R, BLOCK A, CASTLE HILLS VILLAGE CENTER, an addition to the extra-territorial jurisdiction of the City of Lewisville, Denton County, Texas, and does here by dedicate to the public use forever the streets and alleys shown hereon; and does here by dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Lewisville and it's ETJ and all public utilities desiring to use or using same, with the exception of any uses for tele-communication, cable television, or any other communication uses; these excepted uses being reserved unto CASTLE HILLS VILLAGE SHOPS, LLC or its future grantee or assignee. No buildings, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat.

The City of Lewisville and any public utility to which an easement has been dedicated shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips, and the City of Lewisville and any public utility to which an easement has been dedicated shall at all time have the right of ingress and egress to and from and upon any of said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. A blanket easement of a five (5) foot radius from the center of all fire hydrants and a five (5) foot radius from the center of all other appurtenances (fire hydrant valves, water meters, meter boxes, street lights) is hereby granted to the City of Lewisville for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

We do further dedicate, subject to the exceptions set forth hereinafter, to the public use forever, all public use spaces shown on the face of the plat. However, nothing in this Certificate of Dedication shall be deemed to have dedicated or granted any easement or right to any public or private entity for telecommunication, cable television or other communication use.

CASTLE HILLS VILLAGE SHOPS, LLC
CHRISTOPHER R. BRIGHT
CHIEF EXECUTIVE OFFICER

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, a notary public for the State of Texas, on this day appeared Christopher R. Bright whose name is subscribed to the foregoing instrument and acknowledged executing the foregoing Owner's Certificate of Dedication.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON _____, 20____.

Expiration Date _____ Signed _____
NOTARY PUBLIC IN AND FOR
DENTON COUNTY, TEXAS

VARIANCES FROM THE LEWISVILLE GENERAL DEVELOPMENT ORDINANCE DATED JANUARY 22, 1994
PUBLIC IMPROVEMENTS:

1. CONSTRUCTION STANDARDS:

Until the "Bright Ranch" property is annexed into the City of Lewisville, construction permits will not be required and construction inspection fees will not be imposed on streets, utilities, buildings or other improvements on the "Bright Ranch" property. However, such improvements will be built to City of Lewisville Construction Standards or better. Construction standards conformance will be documented by a mutually acceptable independent qualified agency or contractor.

2. PAVING:

The following changes shall be made for the "Bright Ranch" property. Driveways - Allow driveways to access onto residential streets, residential 2 lane collector streets and residential 4 lane divided streets

3. LOTS:

Side lines of lots shall not be required to be at right angles to straight street lines and radial to curved street lines.

4. EASEMENTS:

Water and Sanitary Sewer Line Easements - A 10 foot set-back requirement from a secondary 4 inch or smaller pressurized water line in an alley and a 5 foot set-back requirement from a non-pressurized utility line easement shall not be required.

Figure 6 - CONTROL OF ACCESS LIMITATION: The residential access limitation from this illustration will not be applicable.

5. WATER LINES:

Meter Requirements - Electronic remote read meters will be allowed by the City of Lewisville. Figure 24 - UTILITIES PLAN WITHIN STREET R.O.W

Utilities are not required to be located between the curb and the sidewalk.

VARIANCES APPROVE BY CITY COUNCIL ON _____, 2016

- A. To allow TH-2 zoning for Lots 2R-1 to 2R-21X of Block A.
- B. To allow Lots 2R-14 to 2R-20 of Block A to front onto a private access easement with a 10 foot Sidewalk and Utility Easement in lieu of a public street. The private access easement will be Maintained by Castle Hills HOA.
- C. To allow Lots 2R-1, 2R-19 and 2R-20 of Block A to have a minimum lot dimension less than the required 75 foot minimum depth.
- D. To allow Lot 2R-17, 2R-18, Lot 2R-19 and Lot 2R-20 of Block A to have a minimum garage setback of 18 feet in lieu of the required 20 feet from the back of curb on the access easement pavement to the face of the garage door.
- E. To waive the alley requirements for lots less than 10,000 SQ. FT in area.
- F. To waive the screening wall requirement between the commercial and residential lots.

All variances from the General Development Ordinance approved by the City Council.

JAMES DAVIS
Chairman, Planning & Zoning Commission
City of Lewisville, Texas
Date _____

Approved and Accepted

RUDY DURHAM
Mayor, City of Lewisville, Texas
Date _____

The undersigned, the City Secretary of the City of Lewisville, Texas hereby certifies that the foregoing final plat of LOTS 2R-1 THRU 2R-12, 2R-13X, 2R-14 THRU 2R-20, 2R-21X, 2R-22 & 3R-2R, BLOCK A, CASTLE HILLS VILLAGE CENTER, , an addition to the City of Lewisville was submitted to the appropriate Planning & Zoning Commission or City Council as required by the ordinances of the City of Lewisville on the _____ day of _____, 2016, and such body by formal action, as shown and set forth in and upon said plat, and said body further authorized the acceptance thereof; by signing as herein above subscribed and in the capacity stated.

Witness by my hand this _____ day _____, 2016.

JULIE HEINZE
City Secretary
City of Lewisville, Texas
Date _____

CONSENT AND SUBORDINATION BY LIENHOLDER
American Bank of Texas

Kyle R. Beall
Senior Vice President
Date _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, a notary public for the State of Texas, on this day appeared Kyle R. Beall whose name is subscribed to the foregoing instrument and acknowledged executing the foregoing Owner's Certificate of Dedication.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON _____, 20____.

Expiration Date _____ Signed _____
NOTARY PUBLIC IN AND FOR
_____ COUNTY, TEXAS

CITY OF LEWISVILLE NOTES

This plat is subject to an list of variances per an agreement between the CITY OF LEWISVILLE and CASTLE HILLS DEVELOPMENT CORP., dated April 1, 1996.

The maintenance of proposed improvements for this subdivision will be the responsibility of DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-D, until such date that the City of Lewisville annexes this subdivision per above said agreement.

Lot 2R-13X and 2R-21X to be maintained by the HOA

REQUIRED SETBACKS FOR MAIN DWELLING UNIT ON RESIDENTIAL LOTS SECTION C

FRONT YARD: There shall be a front yard having a depth of not less than seventeen and one-half (17.5) feet as measured from the street right-of-way line. The face of the garage or carport entry must be set back twenty (20) feet as measured from the street right-of-way line.

SIDE YARD: There shall be a lot-to-lot side yard having a width of not less than six and one-half (6.5) feet. Side yards adjacent to a side street shall be as indicated on the face of this plat, as measured from the street right-of-way line. No garages shall face a side street.

REAR YARD: Rear yard setback shall have a depth not less than five (5) feet.

This subdivision is also subject to an agreement between the City of Lewisville and Castle Hills Development Corp., dated April 1, 1996. This agreement contains restrictions which may or may not be more restrictive than the above. In such cases the more restrictive of the two shall apply.

FLOODPLAIN STATEMENT

According to the Flood Insurance Rate Map No. 48121C0570 G, published by the Federal Emergency Management Agency, dated: April 18, 2011 the surveyed property shown hereon does not lie within any special flood hazard area inundated by the 100-year flood.

SURVEYOR'S CERTIFICATION:

That I, David Carlton Lewis, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were properly placed under my supervision, in accordance with the Subdivision Regulations of the City of Lewisville and the County of Denton County, Texas

David Carlton Lewis
R.P.L.S. NO. 5647

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a notary public for the State of Texas, on this day appeared David Carlton Lewis whose name is subscribed to the foregoing instrument and acknowledged executing the foregoing Owner's Certificate of Dedication.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON _____, 2016

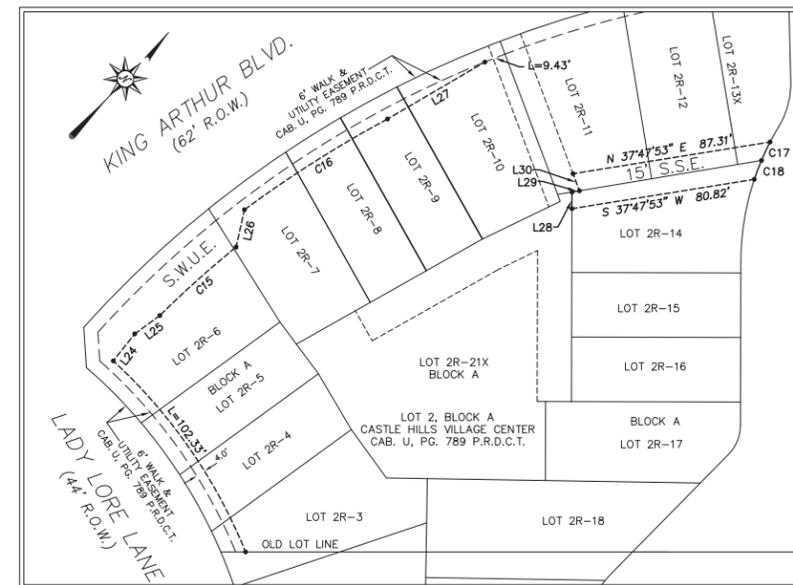
Expiration Date _____ Signed _____
NOTARY PUBLIC IN AND FOR
_____ COUNTY, TEXAS

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L24	N 04°42'10" W	15.05'
L25	N 10°56'03" E	13.60'
L26	N 30°29'46" W	16.69'
L27	N 16°37'23" E	49.34'
L28	N 42°56'47" W	7.27'
L29	N 37°28'23" E	3.32'
L30	N 63°42'33" W	7.96'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C15	453.00'	5°40'07"	N 05°04'03" E	44.80'	44.82'
C16	517.08'	8°12'54"	N 14°35'21" E	74.08'	74.14'
C17	113.87'	4°28'30"	S 17°55'21" E	8.89'	8.89'
C18	113.87'	4°26'24"	S 22°22'48" E	8.82'	8.82'

Variances associated with Castle Hills Village Shops Phase 5 ESP

Lot Number	Lot Sq. Ft.	Min. Lot Area Sq. Ft.	Percentage Lot Coverage	Min. House Size Required Sq. Ft.
2R-1	2669	1700	50.51%	1200
2R-2	3169	1700	42.54%	1200
2R-3	3274	1700	41.17%	1200
2R-4	2112	1700	63.83%	1200
2R-5	2104	1700	64.07%	1200
2R-6	4236	1700	31.82%	1200
2R-7	2910	1700	46.32%	1200
2R-8	2144	1700	62.87%	1200
2R-9	2156	1700	62.52%	1200
2R-10	3299	1700	40.86%	1200
2R-11	3653	1700	36.90%	1200
2R-12	2730	1700	49.38%	1200
2R-13X	2443			
2R-14	3183	1700	42.35%	1200
2R-15	2084	1700	64.68%	1200
2R-16	2084	1700	64.68%	1200
2R-17	2826	1700	47.70%	1200
2R-18	4266	1700	31.60%	1200
2R-19	2012	1700	67.00%	1200
2R-20	2643	1700	51.00%	1200
2R-21X	9592			
Total	65589		Square Feet	
Total	19		Units	
Density	12.62		Units per Acre	



S.W.U.E. & S.E. DETAIL
NOT TO SCALE

NOTE:
THE PURPOSE OF THIS REPLAT IS TO SUBDIVIDE EXISTING LOT 2 AND LOT 3R-2, BLOCK A, CASTLE HILLS VILLAGE CENTER INTO TWENTY-ONE (21) TOWN HOUSE 2 (TH2) LOTS AND TWO (2) GENERAL BUSINESS 2 (GB2) LOTS.

FINAL PLAT
CASTLE HILLS VILLAGE CENTER
7.154 ACRES
LOTS 2R-1 THRU 2R-12, 2R-13X, 2R-14 THRU 2R-20, 2R-21X, 2R-22 & 3R-2R, BLOCK A
JAMES DOOLEY SURVEY, A-343
CITY OF LEWISVILLE, ETJ
ZONING DESIGNATION: GB2 & TH2
BEING A REPLAT OF LOT 2, BLOCK A, CASTLE HILLS VILLAGE CENTER, RECORDED IN CABINET U, PAGE 789 P.R.D.C.T. AND LOT 3R-2, BLOCK A, CASTLE HILLS VILLAGE CENTER, RECORDED IN DOC. NO. 2013-285 O.P.R.D.C.T.

APRIL 2016

DISTRICT: Denton County Fresh Water Supply District No. 1-D
2540 King Arthur Blvd., Suite 220
Lewisville, Texas 75056
Office: (972) 899-4000
Fax: (972) 899-9336
Contact: Philip Brosseau, General Manager

OWNER/APPLICANT /DEVELOPER: CASTLE HILLS VILLAGE SHOPS, LLC
2520 KING ARTHUR BOULEVARD, SUITE 200
LEWISVILLE, TX 75056
PHONE: (972) 410-6500
FAX: (972) 410-6601
CONTACT: PARKER BRIGHT

ENGINEER: LAND DESIGN, INC.
222 WEST LAS COLINAS BLVD., SUITE 1405 N
IRVING, TX 75039
PHONE: (214) 785-6006
CONTACT: BRIAN DENCH, P.E.

SURVEYOR: Spry Surveyors
8241 Mid-Cities Blvd., Suite 100
North Richland Hills, TX 76182
Office: (817) 776-4049
Contact: David Lewis, R.P.L.S.

April 25, 2016

Ms. Nika Reinecke, Director of Economic Development and Planning
City of Lewisville
Department of Community Development
151 W. Church Street
Lewisville, Texas 75029

RE: Castle Hills Development Village Center Addition
7.154 acres in Lewisville E.T.J., Texas

Dear Ms. Reinecke:

This letter is being sent to the City of Lewisville to request variances from the City's General Development Ordinance for the Castle Hills Village Center Addition Final Plat. The variances listed and described below are necessary for the development of this property due to space, alignment, and existing grade limitations. The property in question is located near the intersection of King Arthur Boulevard and Lady Lore Lane in the Castle Hills Development. The property represents the final undeveloped portions of the Castle Hills Village Center Addition.

In addition to the Castle Hills Variances from the Lewisville General Development Ordinance per the agreement between the City and Castle Hills dated April 1, 1996, the following are the variances being requested for this proposed residential development:

Variance A: To allow TH-2 zoning for Lots 2R-1 to 2R-21X of Block A.

We are requesting this variance to allow a Town Home zoned development in the Castle Hills Village. A similar variance was approved for the original Castle Hills Villas Phase VI development (See attached Variance "A" Exhibit).

Variance B: To allow Lots 2R-14 to 2R-20 of Block A to front onto a private access easement with a 6 foot Sidewalk and Utility Easement in lieu of public street. The private access easement will be maintained by Castle Hills HOA (See attached Variance "B" Exhibit).

In order to accommodate the town house product being proposed, we are requesting this variance on these lots due to the space and alignment limitations of the existing conditions.

Ms. Nika Reinecke

April 25, 2016

Page 2 of 2

Variance C: To allow Lots 2R-1, 2R-19, and 2R-20 of Block A to have a minimum lot dimension less than the required 75 foot minimum depth.

In order to accommodate the town house product being proposed, we are requesting this variance on these lots due to the space and alignment limitations of the existing conditions (See attached Variance "C" Exhibit).

Variance D: To allow Lots 2R-17, 2R-18, 2R-19, and 2R-20 of Block A to have a minimum garage setback of 18 feet in lieu of the required 20 feet from the back of curb on the access easement pavement to the face of the garage door.

In order to accommodate the town house product being proposed, we are requesting this variance on these lots due to the space and alignment limitations of the existing conditions (See attached Variance "D" Exhibit).

Variance E: To waive the alley requirement for lots less than 10,000 SF.

Due to the type of product anticipated, it would be desirable to increase the size of the building pads, and increase the useable space on each lot by not incorporating alleys into the proposed development.

Bright Realty appreciates the City's consideration to this request and looks forward to a favorable approval. Should you have any questions, please feel free to contact us.

On Behalf of Bright Realty,

LANDDESIGN, INC.

TBPE F-14754



Brian J. Dench, P.E.

Director of Civil Engineering

Cc: Parker Bright, Bright Realty, LLC

222 West Las Colinas Boulevard
Suite 1405 N
Irving, TX 75039

V: 214.785.6009
F: 214.329.1112

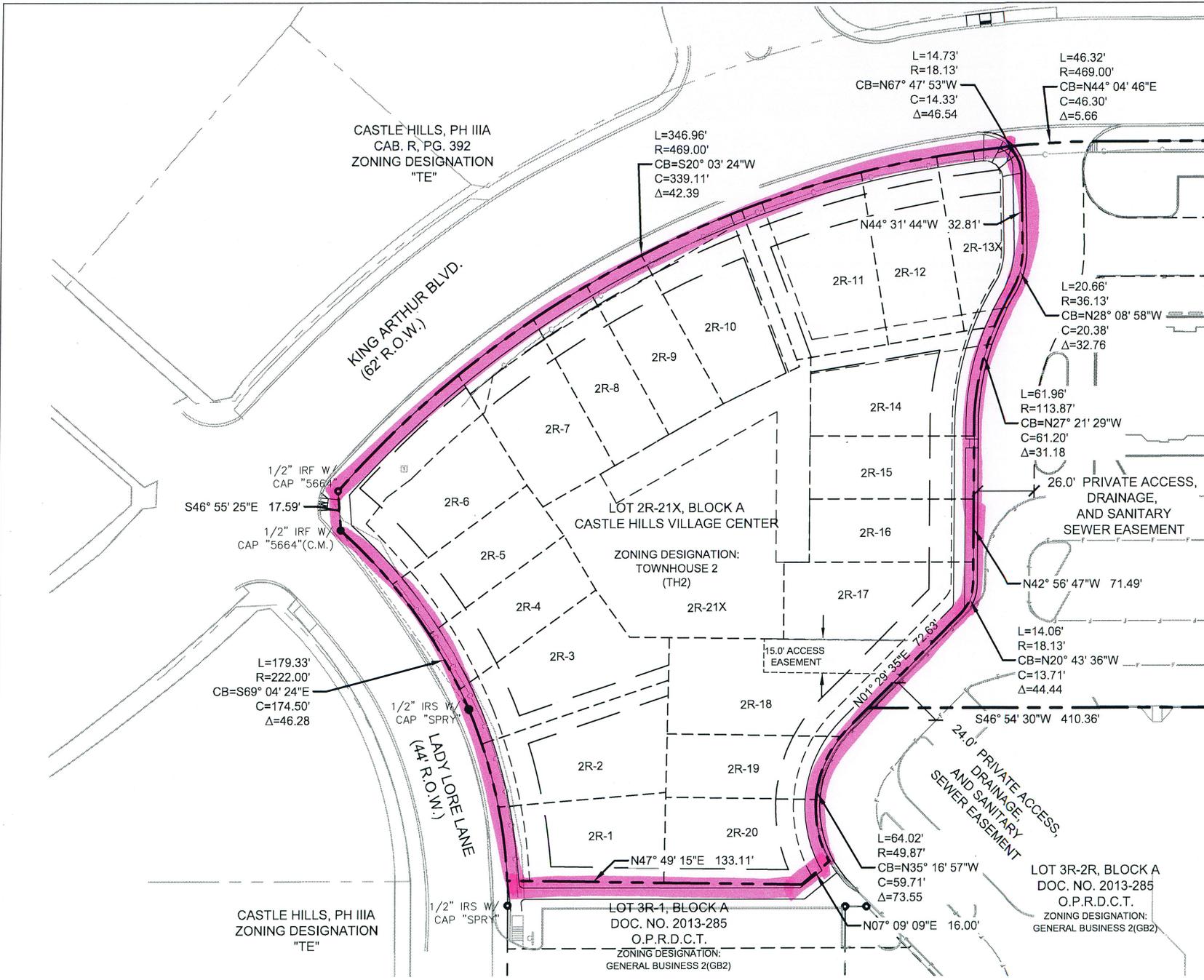
www.LandDesign.com

Washington DC

Charlotte NC

Raleigh NC

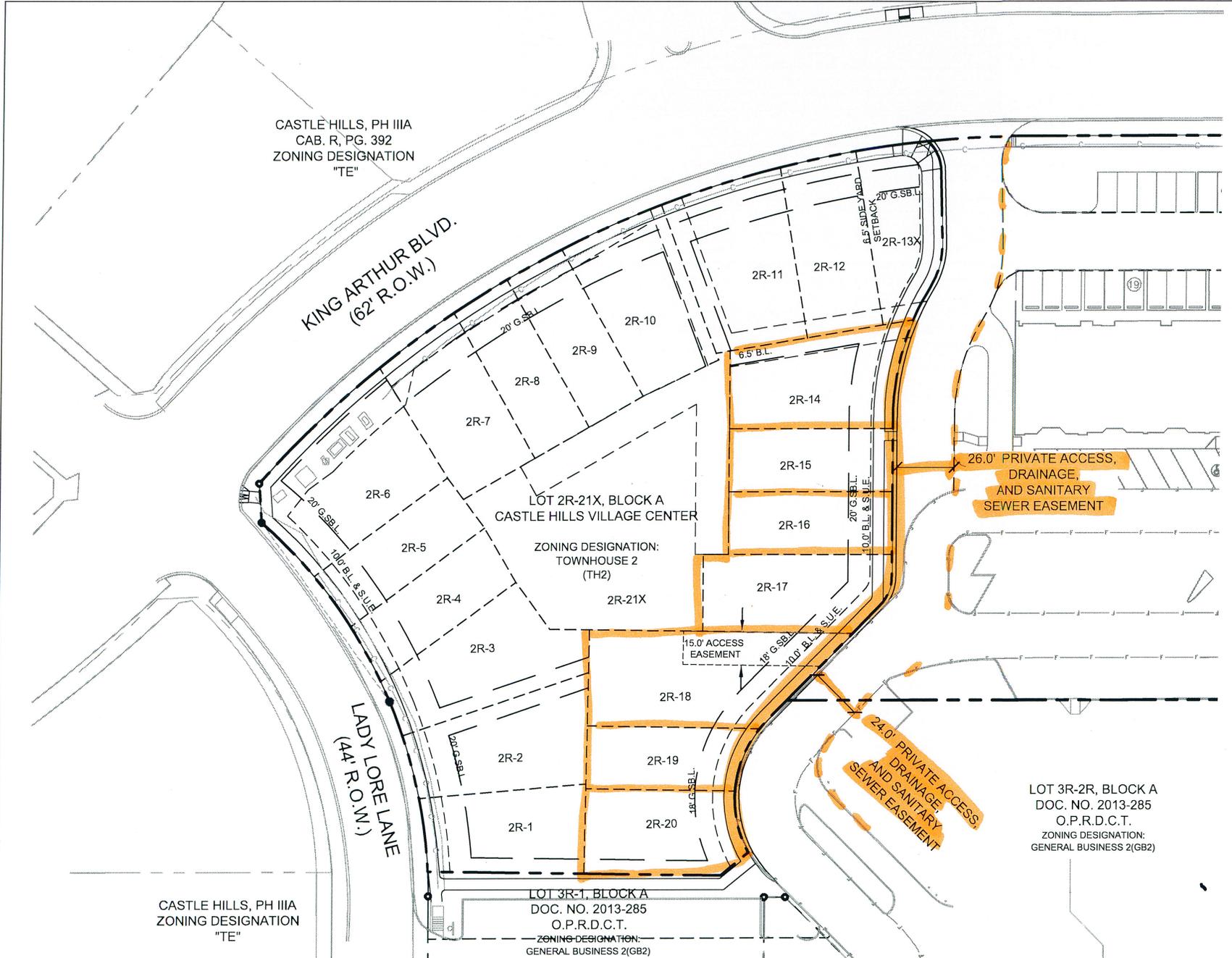
Dallas TX



REQUESTED VARIANCE:

A. TO ALLOW TH-2 ZONING FOR LOTS 2R-1 TO 2R-21X OF BLOCK A

CASTLE HILLS VILLAGE SHOPS PHASE 6
LOTS 2R-1 TO 2R-21X, BLOCK A
1.56 ACRES
ZONING DESIGNATION: TH2
VARIANCE "A" EXHIBIT



CASTLE HILLS, PH IIIA
 ZONING DESIGNATION
 "TE"

CASTLE HILLS, PH IIIA
 CAB. R, PG. 392
 ZONING DESIGNATION
 "TE"

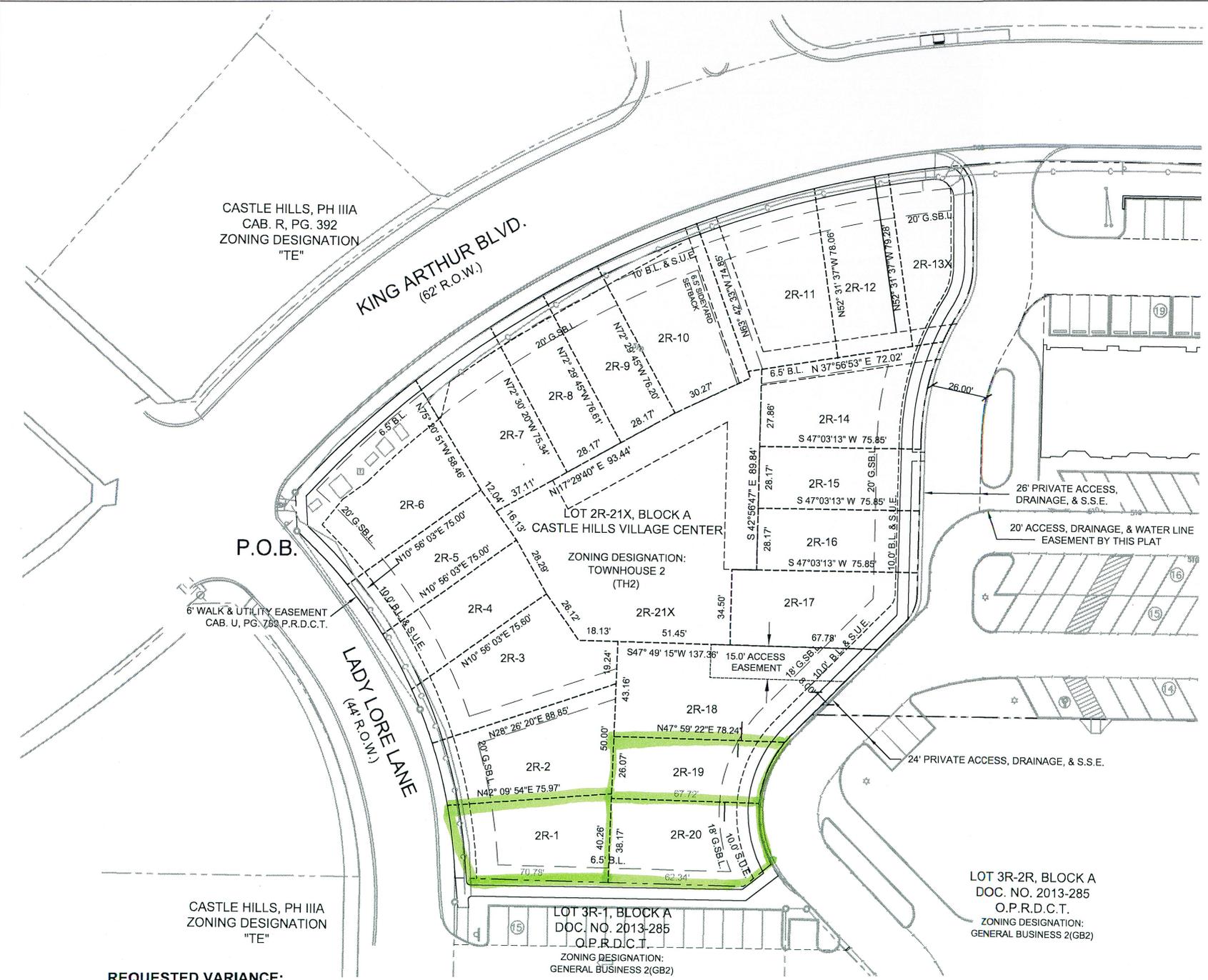
REQUESTED VARIANCE:

B. TO ALLOW LOTS 2R-14 TO 2R-20 OF BLOCK A TO FRONT ONTO A PRIVATE ACCESS EASEMENT WITH A 6 FOOT SIDEWALK AND UTILITY EASEMENT IN LIEU OF A PUBLIC STREET. THE PRIVATE ACCESS EASEMENT WILL BE MAINTAINED BY CASTLE HILLS HOA.

CASTLE HILLS VILLAGE SHOPS PHASE 6
LOTS 2R-1 TO 2R-21X, BLOCK A
 1.56 ACRES
 ZONING DESIGNATION: TH2
 VARIANCE "B" EXHIBIT

LOT 3R-2R, BLOCK A
 DOC. NO. 2013-285
 O.P.R.D.C.T.
 ZONING DESIGNATION:
 GENERAL BUSINESS 2 (GB2)

LOT 3R-1, BLOCK A
 DOC. NO. 2013-285
 O.P.R.D.C.T.
 ZONING DESIGNATION:
 GENERAL BUSINESS 2 (GB2)



REQUESTED VARIANCE:

C. TO ALLOW LOTS 2R-1, 2R-19 AND 2R-20 OF BLOCK A TO HAVE A MINIMUM LOT DIMENSION LESS THAN THE REQUIRED 75 FOOT MINIMUM DEPTH.

CASTLE HILLS VILLAGE SHOPS PHASE 6
LOTS 2R-1 TO 2R-21X, BLOCK A
 1.56 ACRES
 ZONING DESIGNATION: TH2
 VARIANCE "C" EXHIBIT

Date: 04-25-2016
 Scale: 1"=60'
 Project #:
 Sheet #: 3

LOT 3R-2R, BLOCK A
 DOC. NO. 2013-285
 O.P.R.D.C.T.
 ZONING DESIGNATION:
 GENERAL BUSINESS 2 (GB2)

LOT 3R-1, BLOCK A
 DOC. NO. 2013-285
 O.P.R.D.C.T.
 ZONING DESIGNATION:
 GENERAL BUSINESS 2 (GB2)

ZONING DESIGNATION:
 TOWNHOUSE 2
 (TH2)

CASTLE HILLS, PH IIIA
 CAB. R, PG. 392
 ZONING DESIGNATION
 "TE"

6' WALK & UTILITY EASEMENT
 CAB. U, PG. 789 P.R.D.C.T.

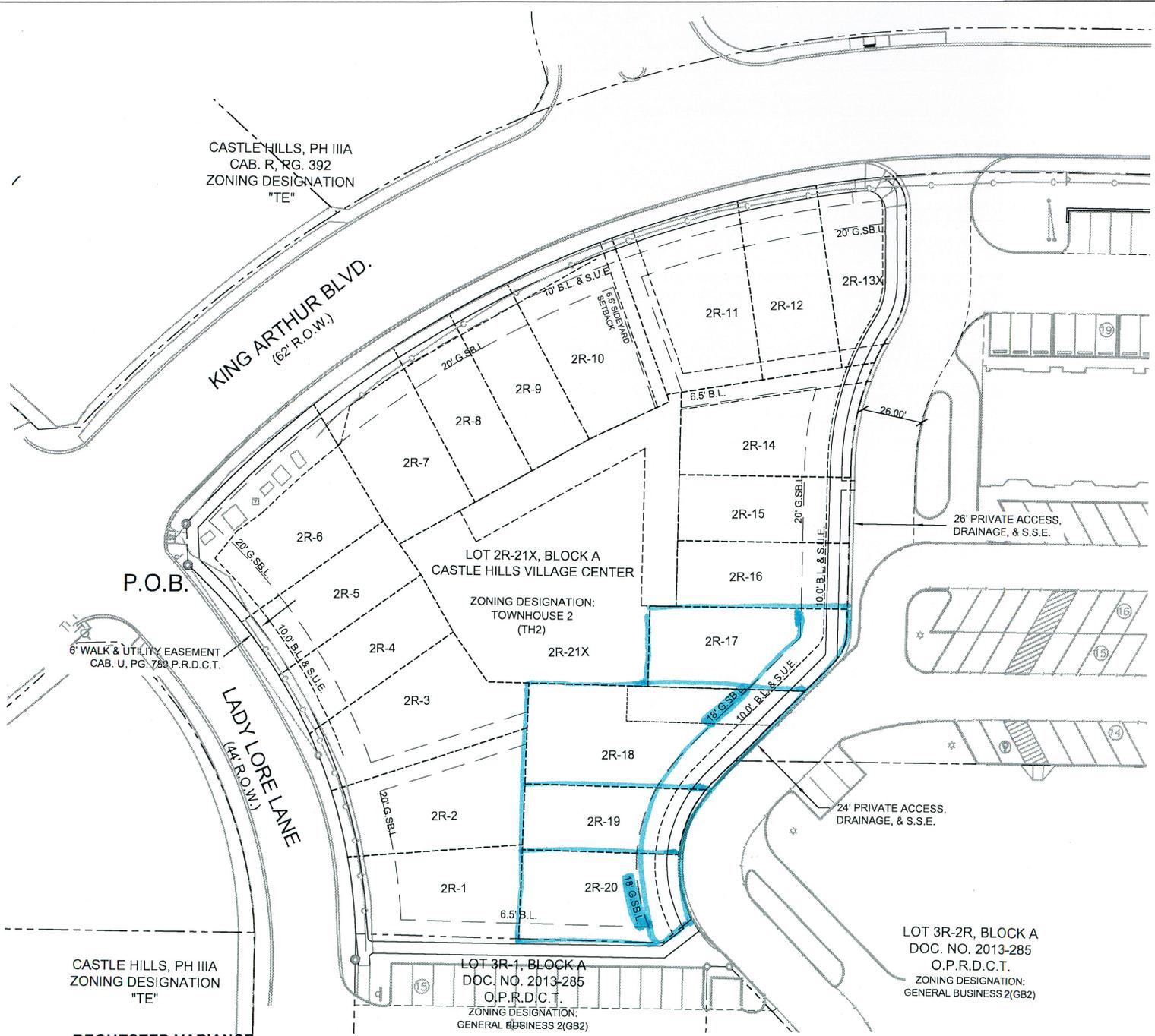
CASTLE HILLS, PH IIIA
 ZONING DESIGNATION
 "TE"

26' PRIVATE ACCESS,
 DRAINAGE, & S.S.E.
 20' ACCESS, DRAINAGE, & WATER LINE
 EASEMENT BY THIS PLAT

24' PRIVATE ACCESS, DRAINAGE, & S.S.E.

15.0' ACCESS
 EASEMENT

P.O.B.



CASTLE HILLS, PH IIIA
CAB. R, RG. 392
ZONING DESIGNATION
"TE"

KING ARTHUR BLVD.
(62' R.O.W.)

P.O.B.

6' WALK & UTILITY EASEMENT
CAB. U, PG. 783 P.R.D.C.T.

LADY LORE LANE
(44' R.O.W.)

CASTLE HILLS, PH IIIA
ZONING DESIGNATION
"TE"

LOT 3R-1, BLOCK A
DOC. NO. 2013-285
O.P.R.D.C.T.
ZONING DESIGNATION:
GENERAL BUSINESS 2 (GB2)

LOT 3R-2R, BLOCK A
DOC. NO. 2013-285
O.P.R.D.C.T.
ZONING DESIGNATION:
GENERAL BUSINESS 2 (GB2)

REQUESTED VARIANCE:

D. TO ALLOW LOT 2R-17, 2R-18, LOT 2R-19 AND LOT 2R-20 OF BLOCK A TO HAVE A MINIMUM GARAGE SETBACK OF 18 FEET IN LIEU OF THE REQUIRED 20 FEET FROM THE BACK OF CURB ON THE ACCESS EASEMENT PAVEMENT TO THE FACE OF THE GARAGE DOOR.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development and Planning

DATE: May 16, 2016

SUBJECT: **Consideration of a Variance to the 1996 Castle Hills Agreement Section VII(4) Regarding Screening Devices Between Commercial and Residential Uses For Castle Hills Village Shops Phase 5, Lot 2R-22, Block A, as Requested by Brian Dench, P.E. of Land Design, on Behalf of the Owner.**

BACKGROUND

The subject plat is located within Castle Hills in the City of Lewisville Extra Territorial Jurisdiction (ETJ) and is to be developed in accordance with the 1996 Castle Hills Agreement. The subject property is being developed for the purpose of constructing a mixed use infill product with a commercial ground floor and residential units above, adjacent to proposed townhouse units that will share a common access easement.

ANALYSIS

a) To waive the screening wall requirement

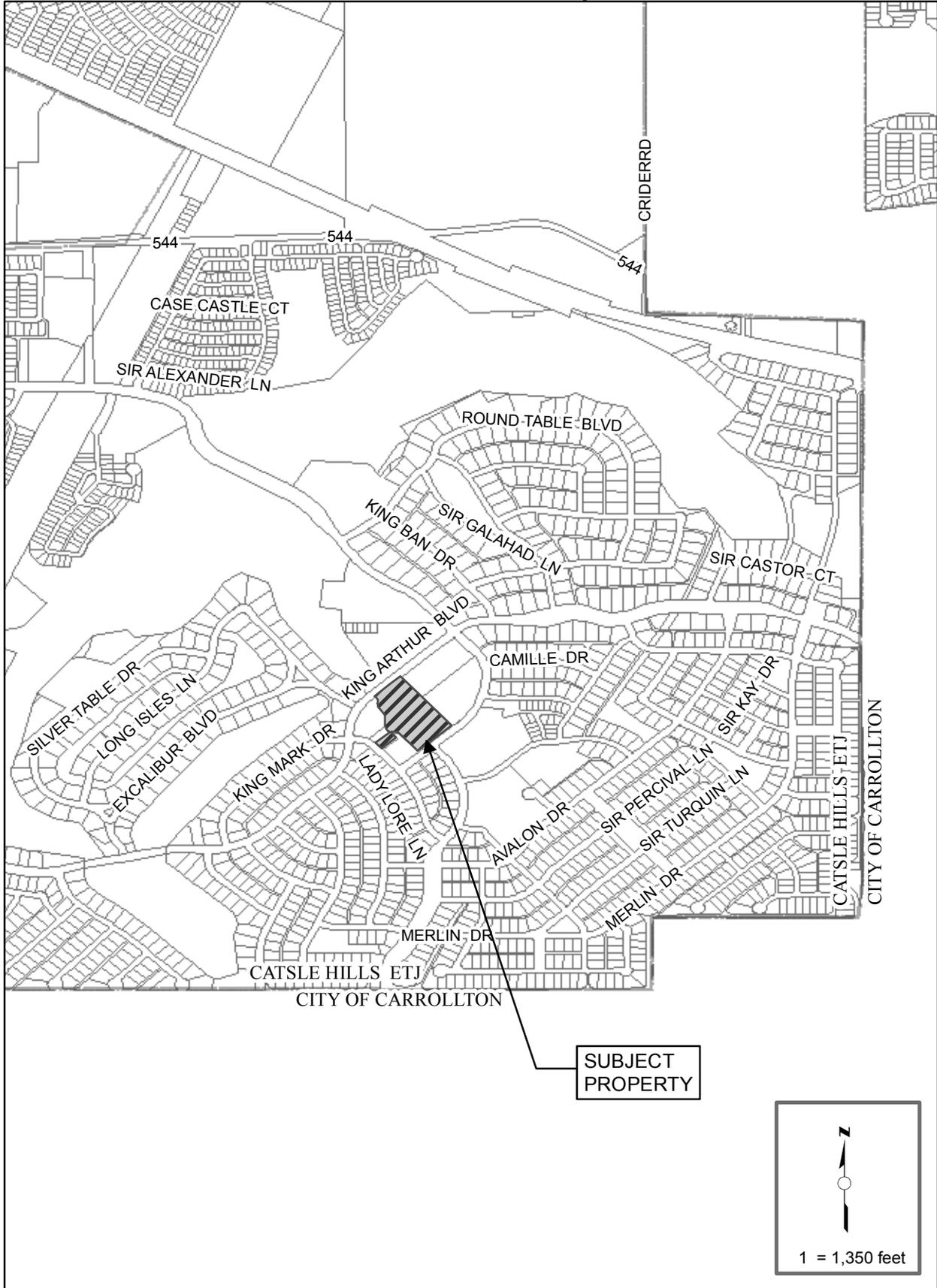
Section VI (4) – Screening Wall Between Commercial and Residential Uses

This section states that commercial development adjoining a residential development must provide a masonry screening wall six feet in height to separate the two. This site is designated GB2 and a building with a commercial ground floor and two levels of apartments above is proposed to be constructed. There is an existing access easement on the western side of the property that separates the proposed commercial building from the proposed single-family residential attached (TH2) development. A total of seven residential units, of the 20 proposed, abut the commercially designated property. On a companion council item, the townhouse development is requesting a variance to front onto this access easement, located on the commercial property, in lieu of fronting onto a public street. A wall at this location would eliminate those seven residential units, since they would not have ultimate access onto a public street.

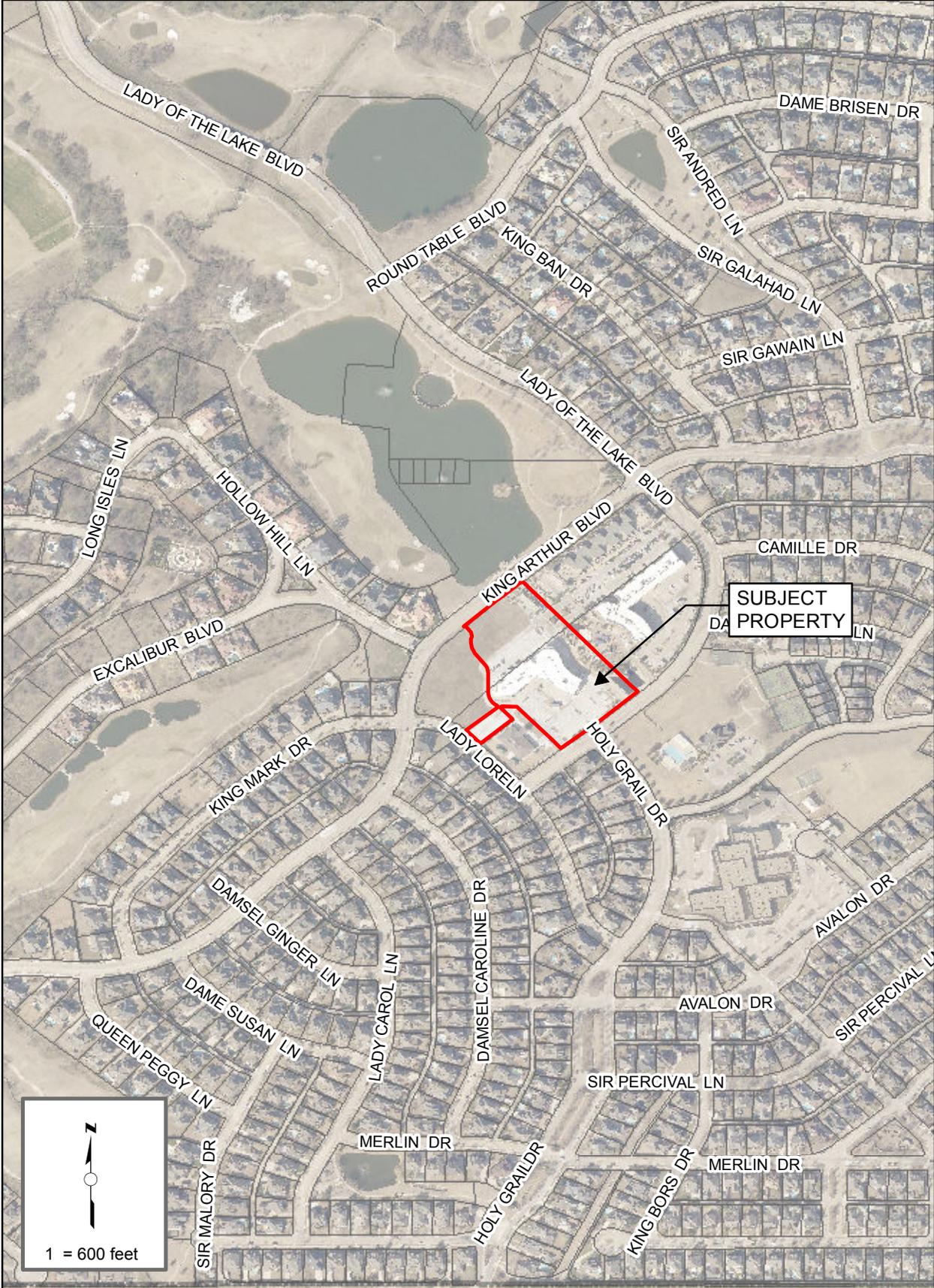
RECOMMENDATION

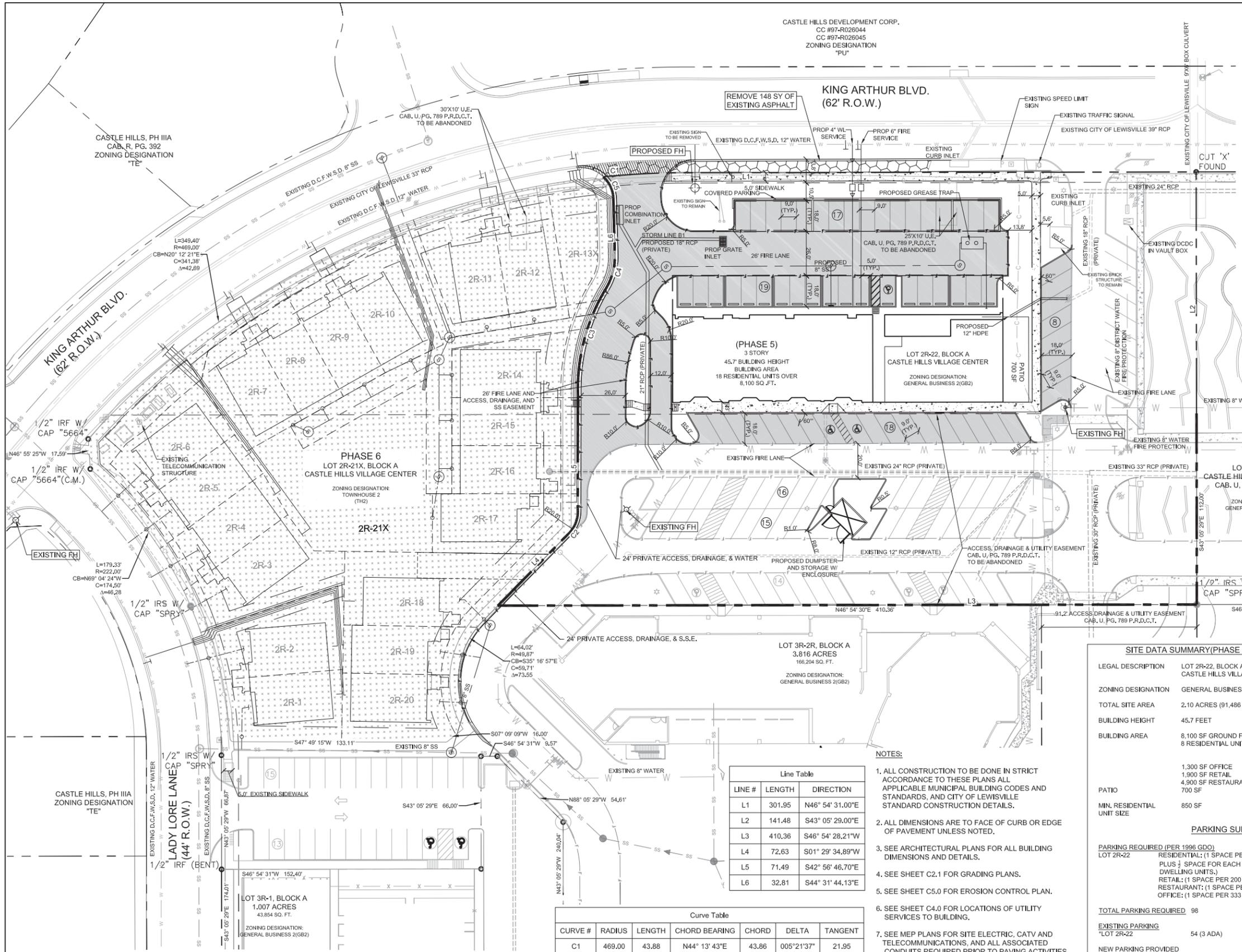
It is City staff's recommendation that the City Council approves the variance as set forth in the caption above.

Location Map



Aerial Map





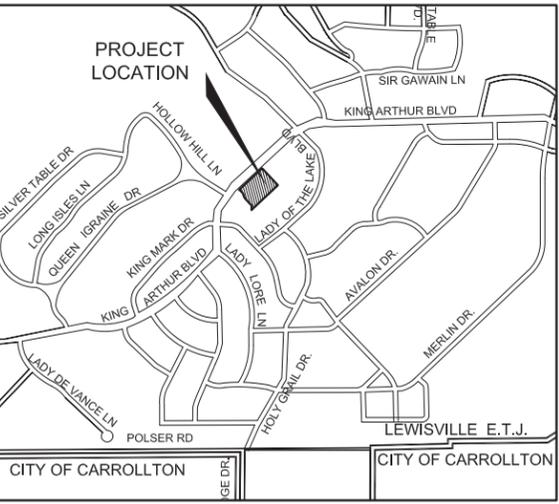
CASTLE HILLS DEVELOPMENT CORP.
 CC #97-R028044
 CC #97-R028045
 ZONING DESIGNATION
 "PU"

KING ARTHUR BLVD.
 (62' R.O.W.)

CASTLE HILLS, PH IIIA
 CAB. R, PG. 392
 ZONING DESIGNATION
 "TE"

KING ARTHUR BLVD.
 (62' R.O.W.)

CASTLE HILLS, PH IIIA
 ZONING DESIGNATION
 "TE"



VICINITY MAP
 1" = 1000'

LEGEND

— F —	PROPOSED FIRE LANE
— DW —	PROPOSED DOMESTIC WATER LINE
— SW —	PROPOSED SEWER LINE
⊙	EXISTING FIRE HYDRANT
⊙	EXISTING SEWER MANHOLE
⊙	PROPOSED FIRE HYDRANT
▨	PROPOSED CONCRETE SIDEWALK
▨	PROPOSED CONCRETE PAVEMENT
▨	DRIVE APPROACH CONCRETE
▨	PHASE 6 LIMITS
▨	ASPHALT PAVEMENT TO BE REMOVED
⊙	NO. OF PARKING SPACES
2R-4	TOWNHOUSE LOT NUMBER
S.U.E.	SIDEWALK AND UTILITY EASEMENT

SITE DATA SUMMARY (PHASE 5)

LEGAL DESCRIPTION	LOT 2R-22, BLOCK A CASTLE HILLS VILLAGE CENTER
ZONING DESIGNATION	GENERAL BUSINESS 2 (GB-2)
TOTAL SITE AREA	2.10 ACRES (91,486 SF)
BUILDING HEIGHT	45.7 FEET
BUILDING AREA	8,100 SF GROUND FLOOR 8 RESIDENTIAL UNITS (6-1 BEDROOM UNITS) (8-2 BEDROOM UNITS) (4-3 BEDROOM UNITS)
PATIO	1,300 SF OFFICE 1,900 SF RETAIL 4,900 SF RESTAURANT 700 SF
MIN. RESIDENTIAL UNIT SIZE	850 SF

PARKING SUMMARY

PARKING REQUIRED (PER 1996 GDO)	
LOT 2R-22	RESIDENTIAL: (1 SPACE PER DWELLING UNIT PLUS 1/2 SPACE FOR EACH BEDROOM IN ALL DWELLING UNITS.)
	RETAIL: (1 SPACE PER 200 SF)
	RESTAURANT: (1 SPACE PER 100 SF)
	OFFICE: (1 SPACE PER 333 SF)
TOTAL PARKING REQUIRED	98
EXISTING PARKING	
LOT 2R-22	54 (3 ADA)
NEW PARKING PROVIDED	62 (3 ADA)
TOTAL PROVIDED	116 (6 ADA)

IMPERVIOUS AREA CALCULATIONS

IMPERVIOUS AREA	81,394 SF
PERCENT IMPERVIOUS	88.97%

Line Table

LINE #	LENGTH	DIRECTION
L1	301.95	N46° 54' 31.00"E
L2	141.48	S43° 05' 29.00"E
L3	410.36	S46° 54' 28.21"W
L4	72.63	S01° 29' 34.89"W
L5	71.49	S42° 56' 46.70"E
L6	32.81	S44° 31' 44.13"E

Curve Table

CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	469.00	43.88	N44° 13' 43"E	43.86	005°21'37"	21.95
C2	18.13	14.06	S20° 43' 36"E	13.71	044°26'22"	7.41
C3	113.87	61.96	S27° 21' 29"E	61.20	031°10'36"	31.77
C4	36.13	20.66	S28° 08' 58"E	20.38	032°45'33"	10.62
C5	18.13	14.73	S67° 47' 53"E	14.33	046°32'18"	7.80

- NOTES:**
- ALL CONSTRUCTION TO BE DONE IN STRICT ACCORDANCE TO THESE PLANS ALL APPLICABLE MUNICIPAL BUILDING CODES AND STANDARDS, AND CITY OF LEWISVILLE STANDARD CONSTRUCTION DETAILS.
 - ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF PAVEMENT UNLESS NOTED.
 - SEE ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS AND DETAILS.
 - SEE SHEET C2.1 FOR GRADING PLANS.
 - SEE SHEET C5.0 FOR EROSION CONTROL PLAN.
 - SEE SHEET C4.0 FOR LOCATIONS OF UTILITY SERVICES TO BUILDING.
 - SEE MEP PLANS FOR SITE ELECTRIC, CATV AND TELECOMMUNICATIONS, AND ALL ASSOCIATED CONDUITS REQUIRED PRIOR TO PAVING ACTIVITIES.
 - CONTRACTOR SHALL COORDINATE PROVIDING AND INSTALLING IRRIGATION CONDUIT PRIOR TO PAVING ACTIVITIES.
 - CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES SHOWN OR NOT SHOWN

VARIANCES APPROVED BY CITY COUNCIL ON _____, 2016
 F. TO WAIVE THE SCREENING WALL REQUIREMENT BETWEEN THE COMMERCIAL AND RESIDENTIAL LOTS.

CONTRACTOR SHALL VERIFY EXACT LOCATION AND DEPTH OF EXISTING UTILITIES.

LandDesign.
 222 W. Las Colinas Blvd., Suite 1405N
 Irving, Texas 75039
 V: 214.785.6009 F: 214.329.1112
 www.LandDesign.com
 TBPE: F-14734 / TBAE: BR-1927

CASTLE HILLS VILLAGE SHOPS PHASE 5
LOT 2R-22, BLOCK A
2.10 ACRES (91,486 SF)
ZONING DESIGNATION: GB2
SITE PLAN

DATE: 05/04/2016
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 SCALE:
 PROJECT #: 8514020
 SHEET #:
C1.2



urban design planning civil engineering branding landscape architecture

April 25, 2016

Ms. Nika Reinecke, Director of Economic Development and Planning
City of Lewisville
Department of Community Development
151 W. Church Street
Lewisville, Texas 75029

RE: Castle Hills Development Village Shops Phase 5
Engineering Site Plan for Lot 2R-22
2.10 Acres
Lewisville E.T.J., Texas

Dear Ms. Reinecke:

This letter is being sent to the City of Lewisville to request variances from the City's General Development Ordinance for the Castle Hills Development Village Shops Phase 5 Engineering Site Plan (ESP). The variance described below is necessary for the development of this property due to space, alignment, and existing grade limitations. The property in question is located near the intersection of King Arthur Boulevard and Lady Lore Lane in the Castle Hills Development. The property represents 2.1 acres of the final undeveloped portions of the Castle Hills Village Center Addition.

In addition to the Castle Hills Variances from the Lewisville General Development Ordinance per the agreement between the City and Castle Hills dated April 1, 1996, the following is the variance being requested for this proposed residential development:

Variance F: To waive the screening wall requirement between the commercial and residential lots.

The proposed town homes are being developed within the existing Castle Hills Village Center mixed-use development. In order to maintain the mixed-use development, we are requesting to waive the screen wall requirement.

222 West Las Colinas Boulevard
Suite 1405 N
Irving, TX 75039

V: 214.785.6009
F: 214.329.1112

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Charlotte NC
Raleigh NC
Dallas TX

Ms. Nika Reinecke
April 25, 2016
Page 2 of 2

Bright Realty appreciates the City's consideration to this request and looks forward to a favorable approval. Should you have any questions, please feel free to contact us.

On Behalf of Bright Realty,

LANDDESIGN, INC.

TBPE F-14754

A handwritten signature in black ink, appearing to read "Brian J. Dench". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian J. Dench, P.E.
Director of Civil Engineering

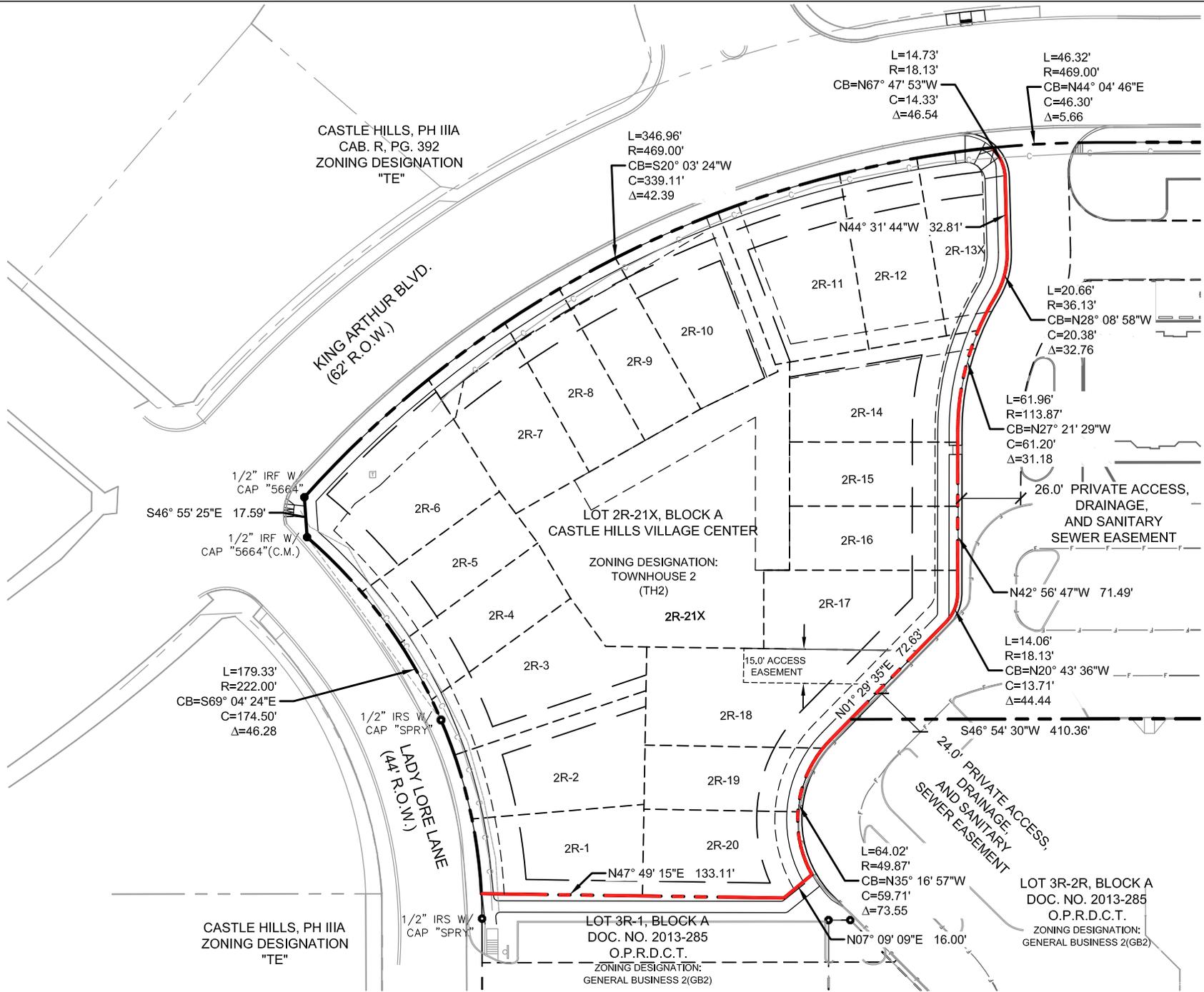
Cc: Parker Bright, Bright Realty, LLC

222 West Las Colinas Boulevard
Suite 1405 N
Irving, TX 75039

V: 214.785.6009
F: 214.329.1112

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Charlotte NC
Raleigh NC
Dallas TX



REQUESTED VARIANCE:

F. TO WAIVE THE SCREENING WALL REQUIREMENT BETWEEN THE COMMERCIAL AND RESIDENTIAL LOTS.

The Village Shops at Castle Hills - Shared Parking Analysis

Phases II, III, IV & V

Use	Area (SF)	Standard (# SP/SF)	Parking Adjustments per City's Agreement w/Bright Farm Partnership dated 7/18/96				
			Morning	Noon	Afternoon	Late Afternoon	Evening
Phase II							
Office	36,868	1/333	110.6	88.5	110.6	94.0	38.7
Retail	18,162	1/200	54.5	68.1	63.6	59.0	63.6
Restaurant	4,540	1/100	9.1	45.4	13.6	13.6	45.4
Sub-Total	59,570		174.2	202.0	187.8	166.7	147.7
Parking Required				202			
Phase III							
Office	29,728	1/333	89.2	71.3	89.2	75.8	31.2
Retail	12,544	1/200	37.6	47.0	43.9	40.8	43.9
Restaurant	4,955	1/100	9.9	49.6	14.9	14.9	49.6
Sub-Total	47,227		136.7	168.0	148.0	131.4	124.7
Parking Required				168			
Phase IV							
Daycare Facility	8,500	1/500	17.0	17.0	17.0	17.0	17.0
Parking Required				17			
Phase V							
Residential	18	1.65	29.7	29.7	29.7	29.7	29.7
Office	1,300	1/333	3.9	3.1	3.9	3.3	1.4
Retail	1,900	1/200	5.7	7.1	6.7	6.2	6.7
Restaurant	4,900	1/100	9.8	49.0	14.7	14.7	49.0
Sub-Total	8,100		19.4	88.9	25.3	24.2	57.0
Parking Required				89			
Total Parking Required				476			

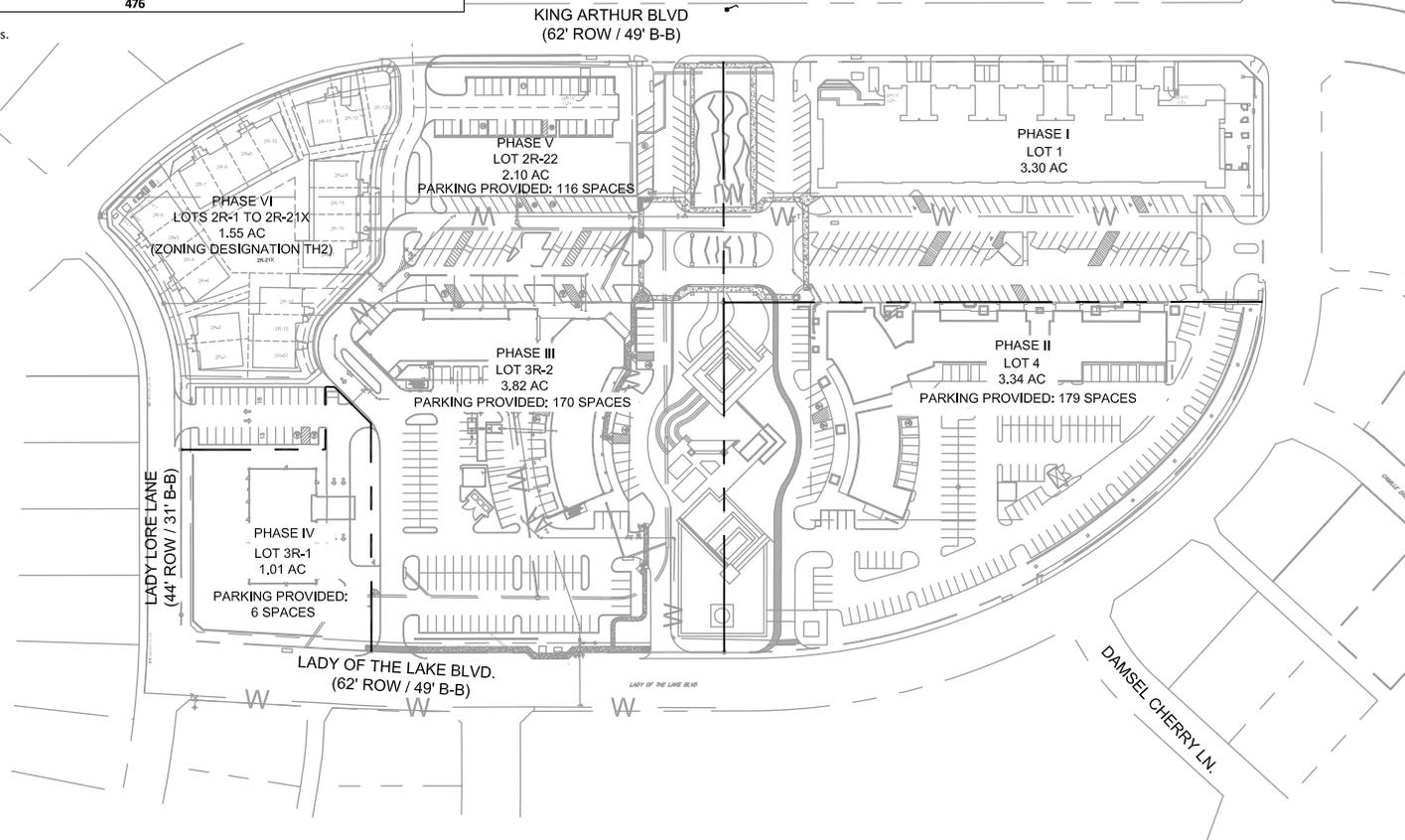
Total Parking Provided on Lots 2R-22, 3R-1, 3R-2 and 4 is 471 spaces.

PARKING PROVIDED SUMMARY

LOT 2R-22	116	SPACES
LOT 3R-1	6	SPACES
LOT 3R-2	170	SPACES
LOT 4	179	SPACES
TOTAL:	471	SPACES

VARIANCE H:

VARIANCE TO THE 1996 GDO AGREEMENT, ARTICLE VIII, SECTION 4.2 ALLOWING FOR LESS THAN 50% ON-SITE PARKING VIA A SHARED PARKING AGREEMENT FOR LOTS 2R-22, 3R-1, 3R-2, AND 4.



CASTLE HILLS VILLAGE SHOPS PHASE 6
LOTS 2R-1 TO 2R-21X, BLOCK A
1.56 ACRES
ZONING DESIGNATION: TH2
VARIANCE "H" EXHIBIT

Date: 04-25-2016
 Scale: 1" = 200'
 Project #:
 Sheet #: 6



373 W. LAS COLINAS BLVD., SUITE 1405N, IRVING, TX 75039
 V: 214.785.6609 F: 214.231.1171
 www.LandDesign.com

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Melinda Galler, Assistant City Manager

DATE: April 25, 2016

SUBJECT: **Consideration of a Request to Utilize Associated City Property at the Toyota of Lewisville Railroad Park for the CASA of Denton County TollTag Triathlon Fundraising Event; and Consideration of a Variance to the Lewisville City Code Section 2-201 Regarding Waiving Special Event Permit Fees, as Requested by Sherri Gideon, Executive Director, Representing CASA of Denton County.**

BACKGROUND

The Court Appointed Special Advocates (CASA) of Denton County is planning a triathlon event for June 12, 2016, at Toyota of Lewisville Railroad Park. This event was formerly organized by the Kiwanis Club of Southern Denton with all profits given to CASA of Denton County. In 2015 CASA of Denton County began hosting this event. The event will be operated in the same manner as previous years with no significant changes.

In addition to a request for a permit, CASA is requesting a waiver of fees and use of City property for the event. Other non-profits that have submitted a request of such waivers in the past have been approved by the City Council.

ANALYSIS

The special event committee reviewed the permit application and required the following: fourteen police officers, as well as required police cars, to man intersections crossed by the bike race at a cost of \$4,963.14; four paramedics with one ambulance for four hours at a cost of \$876.16; six traffic workers to put out cones and set traffic lights at a cost of \$1,443.60; and, miscellaneous fees including an administration fee of \$15.50 and barricading fees of \$100.00. Total waiver of fees requested for this event is \$7,398.40.

The permit fee waiver includes:

Fourteen Police Officers / Cars	\$ 4,963.14
Three Paramedics + One ambulance for four hours	\$ 876.16
Six Traffic Workers	\$ 1,443.60
Misc. Other (Admin. Fee / Barricading Fees)	<u>\$ 115.50</u>
Total of Fee Waiver Request:	\$ 7,398.40

Subject: CASA Triathlon
April 25, 2016
Page 2 of 2

It should be noted that due to this event, no games will be scheduled for the twelve fields at the park. The event, including “set-up and take-down” will be from 6:00 a.m. until noon on Sunday, June 12, 2016. Demand at the park, at this time of day, is usually minimal.

RECOMMENDATION

It is City staff’s recommendation that the City Council approves the variance and use of City property as set forth in the caption above.

March 30, 2016

Lewisville Mayor and City Council Members
City of Lewisville Texas
151 West Church Street
Lewisville, Texas 75057

RE: CASA of Denton County TollTag Triathlon now Tri-it for CASA

Dear Lewisville Mayor and Members of the Lewisville City Council:

CASA of Denton County is planning the fifth annual TollTag Triathlon, now named Tri-it for CASA (formerly hosted by Kiwanis Club of Southern Denton County) at Toyota of Lewisville Railroad Park on Sunday, June 12, 2016. This event is a sprint triathlon which includes three timed activities: a 500-meter swim, a 10-mile bike race (route attached), and a 5k run. The swimming and run will occur in Toyota of Lewisville Railroad Park with the bike race running in a single lane of SH 121 Business, Sam Rayburn Toll Service Road, Hebron Parkway in Carrollton and Lewisville, and Railroad Street. No roads will be shut down for this event. All event profits go to CASA of Denton County (Court Appointed Special Advocates). Last year the event raised over \$19,000 for CASA.

CASA of Denton County is a 501c3 non-profit agency that advocates for the best interests of children in foster care due to abuse or neglect through the use of community volunteers. We serve all children from Denton County, including Lewisville. In 2015, we served 507 children from Denton County.

Last year, we hosted the triathlon directly for the first year at the request of the Kiwanis Club of Southern Denton County, and the City of Lewisville's fee waiver played a key role in our success. By defraying the cost of the event, the City of Lewisville ensured that more funds from the event could go directly to children in need.

CASA is requesting a waiver of fees for our triathlon in 2016. We submitted a special event permit application in February 2016 and are currently awaiting approval by the Community Development Department. No changes have been made to the course. Event insurance is provided by USA Triathlon. Permits have also been submitted to the City of Carrollton, TxDOT and NTTA.

CASA of Denton County is hopeful attendance will continue to increase. Approximately 200 participants competed in the event last year, and since the event this year is a state championship through USA Triathlon, we expect 300-350 attendees. We raised \$7,500 in sponsorships from local businesses and organizations, and we are hopeful to raise more funds in sponsorship this year. Approximately 50 volunteers from the community are committed to assist with this event. Our goal is to raise \$25,000 this year, an increase over last year's revenue.

A POWERFUL VOICE
IN A CHILD'S LIFE!

614 N. Bell Avenue
Denton, TX 76209
www.casadenton.org
P: 940.243.2272
F: 940.243.1605

CASA of Denton County
is a member agency of
Texas CASA, Inc., the
National CASA Association,
and the United Ways
of Denton County
and Metropolitan Dallas.

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Subject: TollTag Triathlon
Page 2

The event is anticipated to bring participants from area metroplex cities as well as across the state.

We appreciate your consideration of this request.

Sincerely,



Jessica Ferricher,
Development Director, CASA of Denton County



LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

PERMIT NUMBER

2016-05000134

P E R M I T

Department of Neighborhood Services

Building Inspections Division

PO Box 299002 • Lewisville, TX 75029-9002

972.219.3470 • 972.219.3473

www.cityoflewisville.com

ADDRESS: 1301 S RAILROAD ST

PERMIT TYPE: SPECIAL EVENT

**OCCUPANT /
TENANT:**

CITY EVENT?: YES

EVENT NAME: TRI -IT FOR CASA TRIATHLON

DATES / TIMES: JUNE 12, 2016 4:30 AM - 11:00 AM

ISSUANCE

ISSUE DATE: 4/6/2016

EFFECTIVE DATE: 06/12/2016

EXPIRATION DATE: 06/12/2016

PERMIT ISSUED TO

LEWISVILLE, CITY OF
PO BOX 299002
LEWISVILLE, TX 75029

PERSON IN CHARGE

STACI BRODE
(214) 405-5092

PERMIT FEES

	Charge	Paid	Balance
Special Event Admin Fee	\$0.00	\$0.00	\$0.00
Special Event Barricading	\$0.00	\$0.00	\$0.00
TOTALS:	\$0.00	\$0.00	\$0.00

SPECIAL NOTES

Permit must be on site at all times with the designated Person in Charge.

B-SPECIAL-EVENT

PRINTED ON 4/7/2016 1:54:50 PM



SH 121 Business

Midway Rd.

FM 544

Valley Ridge Blvd.
E. Main St.

Huffman Blvd.

Old Denton Rd.

Start
Finish

Trinity River

Swim Area
Lake #2

Toyota
of
Lewisville Park

Bike Race
SH 121 Bus/SH 121 Bypass
Hebron/ Railroad Street

5K Run
Inside Park
on existing trails

Railroad St.

Bennett Ln.

SH 121 Bypass

Railroad St.

Hebron Pkwy.

Hebron Pkwy.

TRI - IT CASA
TRIATHLON EVENT

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Claire Swann, Assistant City Manager

DATE: March 9, 2016

SUBJECT: **Consideration of an Ordinance Amending Sections 6-121 and 9.5-121 of the Lewisville City Code to Amend Tree Requirements.**

BACKGROUND

At the March 21st City Council workshop, staff presented Council with different options to amend our tree regulations. Council directed staff to do the following: (1) clarify the approval process for removing protected and unprotected trees; (2) pursue a voluntary process where citizens can request that City Council designate trees as “heritage trees”; (3) increase penalties and mitigation requirements if a person removes a tree in violation of our ordinance; and (4) recommend any additional trees that may be added to our protected tree list.

ANALYSIS

Staff proposes revisions to Chapters 6 and 9.5 of the Lewisville City Code to amend tree removal and mitigation requirements. Staff has attached two versions of the same ordinance because we were not sure whether the majority of City Council wanted changes to the protected tree lists. Both versions clarify the approval process for removing protected and unprotected trees. They also increase penalties and mitigation requirements if a person removes a tree in violation of our ordinance. Version 1 proposes tree species that can be removed from the approved tree list and proposes tree species that can be added to the protected tree list. Version 2, excludes these changes to the tree lists.

Although Staff originally presented a “heritage tree” process where the City could proactively designate significantly large, old, or iconic trees as protected trees, City Council asked that this process be voluntarily initiated by the property owner. With this limitation, Staff believes that few individuals would request such designation because it would include voluntarily placing development restrictions on their own properties.

As an alternative, Staff recommends implementing a Champion Tree program operated by the Parks and Leisure Department. This program would allow citizens to nominate any tree within our City as a Champion Tree. We would establish a criteria for heritage tree designation, and our City arborist would decide which trees meet the criteria. Each year on Arbor Day, we would then announce which trees will be added to our heritage tree list. This designation will not carry development limitations nor will it make the tree a protected tree. Instead, the program will solely be used as a public out-reach program to publicize the location of our most impressive trees. A

location map and photos would be included on our Park and Leisure Services Department’s website. We would promote this through different media channels. Staff believes this will achieve Council’s goals, further engage our community, and promote our 2025 Big Move #2: Extending the Green. Staff will bring back our Heritage Tree Program to City Council for consideration.

Both ordinances accomplish the following:

- Define clearcutting as removal of all trees on a tract of land.
- Maintain same process for removing protected trees, except allows staff approval process for removal of protected trees (for non-development purposes) so long as owner mitigates in accordance with our ordinance and the natural landscape is preserved to the extent feasible.
- Clarify that mitigation and removal process does not apply to unprotected trees unless 10 percent of the unprotected trees greater than 6 caliper inches are removed from a lot. Those unprotected trees can still be removed so long as arborist shows that the trees are unprotected.
- Create reasonable exceptions where trees can be removed without mitigation.
 - Emergency removals
 - Dead or fatally diseased trees
 - Areas acquired or required to be dedicated to the City for easements/ROW
 - Lots with city-approved single family or duplex occupancies
- Increase the penalty and mitigation requirements for unauthorized removal of trees.

Version 1 of the Ordinance also removes the following trees from the allowed tree lists:

Pyrus calleryana ‘Aristocrat’	Aristocrat Pear	25 feet
Pyrus calleryana ‘Bradford’	Bradford Pear	25 feet
Pistacia chinensis	Chinese Pistachio	>25 feet (50-70 ft.)

Version 1 of the Ordinance also adds the following trees to the protected tree list:

Ulmus parvifolia	Lacebark Elm	5”
Carya taxana	Texas Hickory	5”
Juglans nigra	Black Walnut	5”

Subject: Tree Ordinance
March 6, 2016
Page 3 of 3

RECOMMENDATION

It is City staff's recommendation that the City Council approve either Version 1 or Version 2 of the proposed ordinance as set forth in the caption above.

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL AMENDING SECTIONS 6-121 AND 9.5-121 OF THE LEWISVILLE CITY CODE; AMENDING TREE REMOVAL AND MITIGATION REQUIREMENTS; DELETING TREE SPECIES FROM APPROVED TREE LISTS; ADDING TREE SPECIES TO PROTECTED TREE LIST; ESTABLISHING PENALTIES AND ADDITIONAL MITIGATION REQUIREMENTS FOR UNAUTHORIZED REMOVAL; PROVIDING A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Lewisville, Texas, has determined that for the health, welfare, and safety of its citizens, certain amendments to Chapter 6 and Chapter 9.5 of the Lewisville City Code are necessary.

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

SECTION I. Lewisville City Code, Chapter 6, Article VI, Section 6-121, General Provisions, subsection (a) is hereby amended by deleting the current language in its entirety and in its place inserting subsections (a) – (d) as set forth below:

- (a) Purpose. The purpose of this section is to establish incentives for the preservation of existing and protected trees, replanting of trees lost due to development and to provide guidelines for minimum landscaping on site as well as within the city rights-of-way.
- (b) Removal of Trees. Unless otherwise allowed by this article, no property shall be clearcut nor shall a tree be removed without first securing the necessary approvals from the city. For purposes of this article, clearcutting shall mean the removal of all trees from a tract of land. Exceptions:
 - (1) Single Family or Two Family Dwellings. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting if the lot or parcel where the tree(s) is being removed is a final platted lot or parcel that is occupied by a single family or two family dwelling for which the city has authorized such occupancy.
 - (2) Public Utilities and Infrastructure. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting in any right-of-way or

easement area required or acquired by the city that has been or will be dedicated to and accepted by the city.

- (3) As Required by City. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting if the city requests removal of the tree(s) because the city has determined such trees cause a danger or a hazardous condition due to a natural disaster or due to the tree being in violation of any clear vision area or other traffic visibility requirements in the general development ordinance.
- (4) Dead or Diseased Trees. If a certified arborist provides a tree survey and report to the city showing that the trees proposed to be removed are already dead, dying, or fatally diseased and such report is provided to and approved by the city prior to such removal, mitigation shall not be required. The Building Official, or his designee, can request any other information he deems necessary to prove the trees are dead, dying, or fatally diseased.
- (c) Necessary Approvals for Removal of Protected Trees. Unless otherwise included in an exception listed in Sec. 6-121(b) above, removal of protected trees or clearcutting: (1) for development purposes, may only be done in accordance with an approved final plat with construction plans and/or engineering site plan; or (2) for any other purposes, may only be done in accordance with an approved tree survey and mitigation plan submitted in compliance with section 6-125 and approved by the Building Official, or his designee. The Building Official, or his designee, may only approve a tree survey and mitigation plan if it complies with this article and if the existing natural landscape character of the site shall be preserved to the extent reasonable and feasible. In an area of the street frontage containing a stand of recommended trees, the owner shall use his best and good faith effort to preserve such trees.
- (d) Necessary Approval for Removal of Unprotected Trees. Generally, removal of unprotected trees shall be allowed without prior approval by the city, but not withstanding anything to the contrary, no more than ten percent of any trees greater than five caliper inches may be removed from one tract of land without prior written authorization by the Building Official. The Building Official shall approve such removal so long as a certified arborist hired by the owner shows that such trees proposed for removal are unprotected. The Building Official or his designee may request any other information he deems necessary to determine that the trees are unprotected.

SECTION II. Lewisville City Code, Chapter 6, Article VI, Section 6-121, General Provisions, subsection (k) is hereby amended by deleting the current language in its entirety and in its place inserting the following new language:

- (k) Mitigation/Replacement Costs.
 - (1) City-authorized removal of protected trees. Protected trees, if removed, shall be replanted on a 1:1 ratio per caliper inch and shall be from the protected tree list.

If protected trees are removed and not replaced, penalties for removal shall be paid according to the following chart:

Size of Caliper Removed	Cost of Removing Protected Trees*
5—9"	\$500.00
10—14"	\$1,000.00
15—24"	\$1,500.00
25"+	\$2,000.00

* Per tree

- (i) Payment for tree removal shall be due prior to the approval of the applicable tree survey. Funds received for tree removal shall be designated to a general beautification fund as determined by the city.
 - (ii) Required tree planting for interior landscaping and the ten-foot landscape strip will not count towards replanting or the cost assessed for removing protected trees. (See figures 34-37 as examples).
- (2) Unauthorized removal of trees.
- (i) Any person who removes a tree without the required city authorization set forth in this chapter shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed \$500 for each tree removed, and each and every day such violation shall continue until mitigation is provided as set forth in section 6-121(k)(2)(ii).
 - (ii) Any person who removes a tree without the required City authorization set forth in this chapter shall replace such tree on a 2:1 caliper basis or pay the applicable mitigation costs for the equivalent amount of caliper inches. Replacement trees shall be from the City’s approved tree list and shall be at least six feet tall. Replacement trees shall be planted in locations as approved by the Building Official.

SECTION III. Lewisville City Code, Chapter 6, Article VI, Section 6-121, General Provisions, subsection (i)(1) is hereby amended to delete the following trees from the approved tree list for required landscaping on public right-of-way:

Pyrus calleryana ‘Aristocrat’	Aristocrat Pear	25 feet
Pyrus calleryana ‘Bradford’	Bradford Pear	25 feet
Pistacia chinensis	Chinese Pistachio	>25 feet (50-70 ft.)

SECTION IV. Lewisville City Code, Chapter 6, Article VI, Section 6-121, General Provisions, subsection (i)(2) is hereby amended to delete the following trees from the approved tree list for required landscaping on private property:

Pyrus calleryana ‘Aristocrat’	Aristocrat Pear	25 feet
Pyrus calleryana ‘Bradford’	Bradford Pear	25 feet
Pistacia chinensis	Chinese Pistachio	>25 feet (50-70 ft.)

SECTION V. Lewisville City Code, Chapter 6, Article VI, Section 6-121, General Provisions, subsection (j) is hereby amended to add the following as protected trees:

Ulmus parvifolia	Lacebark Elm	5”
Carya taxana	Texas Hickory	5”
Juglans nigra	Black Walnut	5”

SECTION VI. Lewisville City Code, Chapter 9.5, Article VII, Section 9.5-121, General Provisions, subsection (a) is hereby amended by deleting the current language in its entirety and in its place inserting subsections (a) – (d) as set forth below:

- (a) Purpose. The purpose of this section is to establish incentives for the preservation of existing and protected trees, replanting of trees lost due to development and to provide guidelines for minimum landscaping on site as well as within the city rights-of-way.
- (b) Removal of Trees. Unless otherwise allowed by this article, no property shall be clearcut nor shall a tree be removed without first securing the necessary approvals from the city. For purposes of this article, clearcutting shall mean the removal of all trees from a tract of land. Exceptions:
 - (1) Single Family or Two Family Dwellings. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting if the lot or parcel where the tree is being removed is a final platted lot or parcel that is occupied by a single family or two family dwelling for which the city has authorized such occupancy.
 - (2) Public Utilities and Infrastructure. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting in any right-of-way or easement area required or acquired by the city that has been or will be dedicated to and accepted by the city.
 - (3) As Required by City. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting if the city requests removal of the tree(s) because the city has determined such trees cause a danger or a hazardous condition due to a natural disaster or due to the tree being in violation of any clear vision area or other traffic visibility requirements in the general development ordinance.
 - (4) Dead or Diseased Trees. If a certified arborist provides a tree survey and report to the city showing that trees proposed to be removed are already dead, dying, or fatally diseased and such report is provided to and approved by the city prior to such removal, mitigation shall not be required. The Building Official, or his designee, can request any other information he deems necessary to prove the trees are dead, dying, or fatally diseased.
- (c) Necessary Approvals for Removal of Protected Trees. Unless otherwise included in an exception listed in Sec. 6-121(b) above, removal of protected trees or clearcutting: (1) for development purposes, may only be done in accordance with an approved final plat with construction plans and/or engineering site plan; or (2) for any other purposes, may only be done in accordance with an approved tree survey and mitigation plan submitted in compliance with section 6-125 and approved by the Building Official, or his designee. The Building Official, or his designee, may only approve a tree survey and mitigation plan if it complies with this article and if the existing natural landscape character of the site shall be preserved to the extent reasonable and feasible. In an area of the street frontage containing a stand of recommended trees, the owner shall use his best and good faith effort to preserve such trees.
- (d) Necessary Approval for Removal of Unprotected Trees. Generally, removal of unprotected trees shall be allowed without prior approval by the city, but not withstanding anything to the contrary, no more than ten percent of any trees greater than five caliper inches may be removed from one tract of land without prior written

authorization by the Building Official. The Building Official shall approve such removal so long as a certified arborist has shown that such trees proposed for removal are unprotected. The Building Official or his designee may request any other information he deems necessary to prove the trees are unprotected.

SECTION VII. Lewisville City Code, Chapter 6, Article VI, Section 9.5-121, General Provisions, subsection (j) is hereby amended by deleting the current language in its entirety and in its place inserting the following new language:

- (j) Mitigation/Replacement Costs.
 - (1) City-authorized removal of protected trees. Protected trees, if removed, shall be replanted on a 1:1 ratio per caliper inch and shall be from the protected tree list. If protected trees are removed and not replaced, penalties for removal shall be paid according to the following chart:

Size of Caliper Removed	Cost of Removing Protected Trees*
5—9"	\$500.00
10—14"	\$1,000.00
15—24"	\$1,500.00
25"+	\$2,000.00

* Per tree

- (i) Payment for tree removal shall be due prior to the approval of the applicable tree survey. Funds received for tree removal shall be designated to a general beautification fund as determined by the city.
 - (ii) Required tree planting for interior landscaping and any landscape strip will not count towards replanting or the cost assessed for removing protected trees. (See figures 34-37 as examples).
 - (2) Unauthorized removal of trees.
 - (i) Any person who removes a tree without the required city authorization set forth in this chapter shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed \$500 for each tree

removed, and each and every day such violation shall continue until mitigation is provided as set forth in section 9.5-121(j)(2)(ii).

- (ii) Any person who removes a tree without the required City authorization set forth in this chapter shall replace such tree on a 2:1 caliper basis or pay the applicable mitigation costs for the equivalent amount of caliper inches. Replacement trees shall be from the City’s approved tree list and shall be at least six feet tall. Replacement trees shall be planted in locations as approved by the Building Official.

SECTION VIII. Lewisville City Code, Chapter 9, Article VII, Section 9.5-121, General Provisions, subsection (i)(1) is hereby amended to delete the following trees from the approved tree list for required landscaping on public right-of-way:

Pyrus calleryana ‘Aristocrat’	Aristocrat Pear	25 feet
Pyrus calleryana ‘Bradford’	Bradford Pear	25 feet
Pistacia chinensis	Chinese Pistachio	>25 feet (50-70 ft.)

SECTION IX. Lewisville City Code, Chapter 9.5, Article VII, Section 9.5-121, General Provisions, subsection (i)(2) is hereby amended to delete the following trees from the approved tree list for required landscaping on private property:

Pyrus calleryana ‘Aristocrat’	Aristocrat Pear	25 feet
Pyrus calleryana ‘Bradford’	Bradford Pear	25 feet
Pistacia chinensis	Chinese Pistachio	>25 feet (50-70 ft.)

SECTION X. Lewisville City Code, Chapter 9.5, Article VII, Section 9.5-121, General Provisions, subsection (j) is hereby amended to add the following as protected trees:

Ulmus parvifolia	Lacebark Elm	5"
Carya taxana	Texas Hickory	5"
Juglans nigra	Black Walnut	5"

SECTION XI. The remainder of Lewisville City Code, Chapter 6, Article VI, Section 6-121, General Provisions and Chapter 9.5, Article VII, Section 9.5-121, General Provisions, are hereby amended to renumber and reletter to accommodate new subsections added by this ordinance.

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

SECTION XIII. 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 XIV. EFFECTIVE DATE. This ordinance shall become effective from and after the date of its passage and publication as required by law.

SECTION XV. 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.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16th DAY OF
May, 2016.**

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL AMENDING SECTIONS 6-121 AND 9.5-121 OF THE LEWISVILLE CITY CODE; AMENDING TREE REMOVAL AND MITIGATIONS REQUIREMENTS; ESTABLISHING PENALTIES AND ADDITIONAL MITIGATION REQUIREMENTS FOR UNAUTHORIZED REMOVAL; PROVIDING A REPEALER, SEVERABILITY AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Lewisville, Texas, has determined that for the health, welfare, and safety of its citizens, certain amendments to Chapter 6 and Chapter 9.5 of the Lewisville City Code are necessary.

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

SECTION I. Lewisville City Code, Chapter 6, Article VI, Section 6-121, General Provisions, subsection (a) is hereby amended by deleting the current language in its entirety and in its place inserting subsections (a) – (d) as set forth below:

- (a) Purpose. The purpose of this section is to establish incentives for the preservation of existing and protected trees, replanting of trees lost due to development and to provide guidelines for minimum landscaping on site as well as within the city rights-of-way.
- (b) Removal of Trees. Unless otherwise allowed by this article, no property shall be clearcut nor shall a tree be removed without first securing the necessary approvals from the city. For purposes of this article, clearcutting shall mean the removal of all trees from a tract of land. Exceptions:
 - (1) Single Family or Two Family Dwellings. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting if the lot or parcel where the tree(s) is being removed is a final platted lot or parcel that is occupied by a single family or two family dwelling for which the city has authorized such occupancy.
 - (2) Public Utilities and Infrastructure. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting in any right-of-way or easement area required or acquired by the city that has been or will be dedicated to and accepted by the city.

- (3) As Required by City. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting if the city requests removal of the tree(s) because the city has determined such trees cause a danger or a hazardous condition due to a natural disaster or due to the tree being in violation of any clear vision area or other traffic visibility requirements in the general development ordinance.
- (4) Dead or Diseased Trees. If a certified arborist provides a tree survey and report to the city showing that the trees proposed to be removed are already dead, dying, or fatally diseased and such report is provided to and approved by the city prior to such removal, mitigation shall not be required. The Building Official, or his designee, can request any other information he deems necessary to prove the trees are dead, dying, or fatally diseased.
- (c) Necessary Approvals for Removal of Protected Trees. Unless otherwise included in an exception listed in Sec. 6-121(b) above, removal of protected trees or clearcutting: (1) for development purposes, may only be done in accordance with an approved final plat with construction plans and/or engineering site plan; or (2) for any other purposes, may only be done in accordance with an approved tree survey and mitigation plan submitted in compliance with section 6-125 and approved by the Building Official, or his designee. The Building Official, or his designee, may only approve a tree survey and mitigation plan if it complies with this article and if the existing natural landscape character of the site shall be preserved to the extent reasonable and feasible. In an area of the street frontage containing a stand of recommended trees, the owner shall use his best and good faith effort to preserve such trees.
- (d) Necessary Approval for Removal of Unprotected Trees. Generally, removal of unprotected trees shall be allowed without prior approval by the city, but not withstanding anything to the contrary, no more than ten percent of any trees greater than five caliper inches may be removed from one tract of land without prior written authorization by the Building Official. The Building Official shall approve such removal so long as a certified arborist hired by the owner shows that such trees proposed for removal are unprotected. The Building Official or his designee may request any other information he deems necessary to determine that the trees are unprotected.

SECTION II. Lewisville City Code, Chapter 6, Article VI, Section 6-121, General Provisions, subsection (k) is hereby amended by deleting the current language in its entirety and in its place inserting the following new language:

- (k) Mitigation/Replacement Costs.
 - (1) City-authorized removal of protected trees. Protected trees, if removed, shall be replanted on a 1:1 ratio per caliper inch and shall be from the protected tree list. If protected trees are removed and not replaced, penalties for removal shall be paid according to the following chart:

Size of Caliper Removed	Cost of Removing Protected Trees*
5—9"	\$500.00
10—14"	\$1,000.00
15—24"	\$1,500.00
25"+	\$2,000.00

* Per tree

- (i) Payment for tree removal shall be due prior to the approval of the applicable tree survey. Funds received for tree removal shall be designated to a general beautification fund as determined by the city.
 - (ii) Required tree planting for interior landscaping and the ten-foot landscape strip will not count towards replanting or the cost assessed for removing protected trees. (See figures 34-37 as examples).
- (2) Unauthorized removal of trees.
- (i) Any person who removes a tree without the required city authorization set forth in this chapter shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed \$500 for each tree removed, and each and every day such violation shall continue until mitigation is provided as set forth in section 6-121(k)(2)(ii).
 - (ii) Any person who removes a tree without the required City authorization set forth in this chapter shall replace such tree on a 2:1 caliper basis or pay the applicable mitigation costs for the equivalent amount of caliper inches. Replacement trees shall be from the City’s approved tree list and shall be at least six feet tall. Replacement trees shall be planted in locations as approved by the Building Official.

SECTION III. Lewisville City Code, Chapter 9.5, Article VII, Section 9.5-121, General Provisions, subsection (a) is hereby amended by deleting the current language in its entirety and in its place inserting subsections (a) – (d) as set forth below:

- (a) Purpose. The purpose of this section is to establish incentives for the preservation of existing and protected trees, replanting of trees lost due to development and to provide guidelines for minimum landscaping on site as well as within the city rights-of-way.

- (b) Removal of Trees. Unless otherwise allowed by this article, no property shall be clearcut nor shall a tree be removed without first securing the necessary approvals from the city. For purposes of this article, clearcutting shall mean the removal of all trees from a tract of land. Exceptions:
 - (1) Single Family or Two Family Dwellings. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting if the lot or parcel where the tree is being removed is a final platted lot or parcel that is occupied by a single family or two family dwelling for which the city has authorized such occupancy.
 - (2) Public Utilities and Infrastructure. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting in any right-of-way or easement area required or acquired by the city that has been or will be dedicated to and accepted by the city.
 - (3) As Required by City. Prior city approval and mitigation shall not be required for the removal of a protected tree or clearcutting if the city requests removal of the tree(s) because the city has determined such trees cause a danger or a hazardous condition due to a natural disaster or due to the tree being in violation of any clear vision area or other traffic visibility requirements in the General Development Ordinance.
 - (4) Dead or Diseased Trees. If a certified arborist provides a tree survey and report to the city showing that trees proposed to be removed are already dead, dying, or fatally diseased and such report is provided to and approved by the city prior to such removal, mitigation shall not be required. The Building Official, or his designee can request any other information he deems necessary to prove the trees are dead, dying, or fatally diseased.
- (c) Necessary Approvals for Removal of Protected Trees. Unless otherwise included in an exception listed in Sec. 6-121(b) above, removal of protected trees or clearcutting: (1) for development purposes, may only be done in accordance with an approved final plat with construction plans and/or engineering site plan; or (2) for any other purposes, may only be done in accordance with an approved tree survey and mitigation plan submitted in compliance with section 6-125 and approved by the Building Official, or his designee. The Building Official, or his designee, may only approve a tree survey and mitigation plan if it complies with this article and if the existing natural landscape character of the site shall be preserved to the extent reasonable and feasible. In an area of the street frontage containing a stand of recommended trees, the owner shall use his best and good faith effort to preserve such trees.
- (d) Necessary Approval for Removal of Unprotected Trees. Generally, removal of unprotected trees shall be allowed without prior approval by the city, but notwithstanding anything to the contrary, no more than ten percent of any trees greater than five caliper inches may be removed from one tract of land without prior written authorization by the Building Official. The Building Official shall approve such removal so long as a certified arborist has shown that such trees proposed for removal are unprotected. The Building Official or his designee may request any other information he deems necessary to prove the trees are unprotected.

SECTION IV. Lewisville City Code, Chapter 6, Article VI, Section 9.5-121, General Provisions, subsection (j) is hereby amended by deleting the current language in its entirety and in its place inserting the following new language:

- (j) Mitigation/Replacement Costs.
 - (1) City-authorized removal of protected trees. Protected trees, if removed, shall be replanted on a 1:1 ratio per caliper inch and shall be from the protected tree list. If protected trees are removed and not replaced, penalties for removal shall be paid according to the following chart:

Size of Caliper Removed	Cost of Removing Protected Trees*
5—9"	\$500.00
10—14"	\$1,000.00
15—24"	\$1,500.00
25"+	\$2,000.00

* Per tree

- (i) Payment for tree removal shall be due prior to the approval of the applicable tree survey. Funds received for tree removal shall be designated to a general beautification fund as determined by the city.
 - (ii) Required tree planting for interior landscaping and any landscape strip will not count towards replanting or the cost assessed for removing protected trees. (See figures 34-37 as examples).
 - (2) Unauthorized removal of trees.
 - (i) Any person who removes a tree without the required city authorization set forth in this chapter shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed \$500 for each tree removed, and each and every day such violation shall continue until mitigation is provided as set forth in section 9.5-121(j)(2)(ii).
 - (ii) Any person who removes a tree without the required City authorization set forth in this chapter shall replace such tree on a 2:1 caliper basis or pay the applicable mitigation costs for the equivalent amount of caliper inches. Replacement trees shall be from the City’s approved tree list and shall be at least six feet tall. Replacement trees shall be planted in locations as approved by the Building Official.

SECTION V. The remainder of Lewisville City Code, Chapter 6, Article VI, Section 6-121, General Provisions and Chapter 9.5, Article VII, Section 9.5-121, General Provisions, are hereby amended to renumber and reletter to accommodate new subsections added by this ordinance.

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

SECTION VII. 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 VIII. EFFECTIVE DATE. This ordinance shall become effective from and after the date of its passage and publication as required by law.

SECTION IX. 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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16th DAY OF May, 2016.

ORDINANCE NO. _____

Page 7

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Steven L. Bacchus, Assistant City Manager

DATE: May 4, 2016

SUBJECT: Consideration of an Ordinance Approving a Negotiated Settlement Between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division Regarding the Company’s 2016 Rate Review Mechanism Filings; Declaring Existing Rates to be Unreasonable; Adopting Tariffs That Reflect Rate Adjustments Consistent With the Negotiated Settlement.

BACKGROUND

The City, along with approximately one-hundred fifty (150) other cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The committee was established in 2004 to (1) ensure gas utility rates charged to cities and their customers are fair and reasonable; (2) maintain reasonable franchise fee revenues for cities; (3) protect cities original jurisdiction over rates and services; (4) be a voice for consumers where no state agency assumes such a role; and, (5) promote sound ratemaking policy in the public interest.

In 2003, the 78th Legislature enacted the Gas Reliability Infrastructure Program (GRIP) as an incentive for gas utilities to increase rates to invest in new infrastructure by allowing the gas utilities to increase rates to cover the investment of the new infrastructure without delay and without the process of a traditional rate case. The outcome was ATMOS was able to bypass the cities rate regulating authority to increase its rates annually to cover capital investments.

During this time, cities were opposed to the method of rate making principles set by the legislature and the ACSC was formed to work with ATMOS. In 2007 the ACSC and ATMOS entered into an agreement and established a new process known as the Rate Review Mechanism (RRM).

Unlike GRIP, the RRM provides for an annual review of all portions of Mid-Tex cost of services and allowed ACSC to perform comprehensive evaluation with all aspects of the utility businesses including investment, operation and maintenance expenses, and revenues unlike GRIP, which only allowed for consideration of changes to invested capital, ie. piecemeal ratemaking.

ANALYSIS

On March 1, 2016, the Company filed an application through the rate review Mechanism Tariff (RRM) requesting \$35.4M additional natural gas revenues on a system-wide basis. The ACSC met with ATMOS and negotiated a lower value of \$29.9 million or \$5.5 million less than the original request. If ATMOS had submitted the additional revenue request through the GRIP Program, the requested value would have equated to \$41 million or \$11 million more than the RRM negotiated amount of \$29.9M.

Subject: Ordinance Atmos Energy Corp.
May 4, 2016
Page 2 of 2

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%.

Customer Class	Current Customer Charge	New Customer Charge	New Commodity Charge	Base Rate Increase
Residential	\$18.22	\$19.10	\$0.11378 Ccf	2.43%
Commercial	\$38.85	\$41.75	\$.08494 Ccf	1.43%

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

RECOMMENDATION

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; DECLARING AN EMERGENCY; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Lewisville, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC’s reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex’s 2016 RRM filing is in the public interest, and is consistent with the City’s authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional

\$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex’s next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company’s 2016 RRM filing.

Section 6. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 7. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 9. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

Section 10. Emergency. It being for the public welfare that this ordinance be passed creates an emergency and public necessity, and the rule requiring this ordinance be read on three separate occasions be, and the same is, hereby waived, and this ordinance shall now be placed on

its third and final reading for passage, and shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 16th DAY OF MAY, 2016.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.12 per month
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 41.77 per month
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 17

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 41

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 42

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2015**

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 29,603,205		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements	Allocations								
7	Residential	\$ 338,431,486	77.95%		Per GUD 10170 Final Order						
8	Commercial	84,223,622	19.40%		Per GUD 10170 Final Order						
9	Industrial and Transportation	11,490,316	2.65%		Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									

11

12

13

14

15

16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:

17

	Current	Prospective	Revenues
18 Residential Base Charge	\$ 18.56	\$ 0.48	\$ 8,558,622
19 Residential Consumption Charge	\$ 0.09931	\$ 0.01540	12,837,933
20 Commercial Base Charge	\$ 39.87	\$ 1.81	2,662,423
21 Commercial Consumption Charge	\$ 0.08020	\$ 0.00480	2,662,423
22 I&T Base Charge	\$ 697.35	\$ 38.03	363,224
23 I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166	172,167
24 I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121	139,070
25 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026	<u>51,988</u>
26			\$ 27,447,850

16 With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:

	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	<u>49,955</u>	\$ 0.0486	<u>971,117</u>
		\$ 27,446,933		\$ 556,933,616

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
6							
7	Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	Test Year Adjustment (Line 5 minus Line 7)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

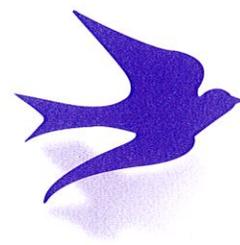
15
16
17

Notes:

- 18 1. Studies not applicable to Mid-Tex or Shared Services are omitted.
19 2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31,2015).
20 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
21 4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

TO: Mayor Rudy Durham
Mayor Pro Tem R. Neil Ferguson
Councilman Brandon Jones
Councilman Leroy Vaughn
Councilman T.J. Gilmore
Councilman Brent Daniels

FROM: Brenda Martin, Director of Finance
Clifford J. Howard, Fiscal Services Manager

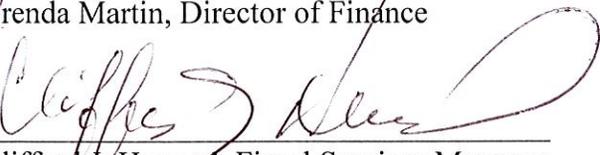
DATE: May 10, 2016

SUBJECT: QUARTERLY INVESTMENT REPORT
January 1, 2016 – March 31, 2016

The attached quarterly investment report for the period from January 1, 2016 through March 31, 2016 is provided as required by an amendment to the Public Funds Investment Act.

Each of the Investment Officers has reviewed the report, and by virtue of their signature, represent that the investments making up the report are in compliance with the investment policy of the City of Lewisville and meet the requirements of the amended Public Funds Investment Act.


Brenda Martin, Director of Finance


Clifford J. Howard, Fiscal Services Manager

Attached is the City's quarterly investment report for the quarter ended March 31, 2016 as required by the Amended Public Funds Investment Act.

The report must:

1. Describe in detail the investment position of the entity on the date of the report.
2. Be prepared jointly by all investment officers of the entity.
3. Be signed by each investment officer of the entity.
4. Contain a summary statement of each pooled group that states the:
 - a. Beginning market value of the reporting period.
 - b. Additions and changes to the market value during the period.
 - c. Ending market value for the period.
5. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
6. State the maturity date of each separately invested asset that has a maturity date.
7. State the account, fund or pooled group fund for which each individual investment was acquired.
8. State the compliance of that investment portfolio as it relates to the investment strategy expressed in the investment policy.

As required, the attached report presents the individual investments by type including par value, book value, i.e. (cost), market values - both beginning and ending, purchase and maturity dates, and rate and yield information.

Par value is the value of the investment at the maturity date. In other words, investments held and kept until the maturity date will be redeemed at the par value.

Cost is the same as book value and represents the amount the City paid for the investment. It may be at par value, but in most instances will be at an amount either more or less than par value. This is the result of the investment being purchased either at a premium or discount depending on current interest rate levels on the purchase date compared to the fixed rate of the particular investment.

Market value varies inversely with current interest rate levels. Generally as interest rates increase, the market value of a fixed rate security declines. Conversely, as interest rates decrease, market value of a fixed rate security increases.

Rate represents the stated annual rate of return on the investment. The yield rate represents the effective rate of return, taking into account any premium or discount.

The City's investment strategy is safety, liquidity, and yield in that order. Consequently, investments are purchased in a manner whereby cash flow requirements are planned for, and as a result, usually eliminates the need to sell investments to provide cash prior to maturity.

City of Lewisville, Texas

Quarterly Investment Report

March 31, 2016

Report Highlights

- City uses consolidated bank, investment, and safekeeping accounts. Staff continues to monitor the Earned Income Credit Rates (ECR) which are essentially interest earnings paid by our depository bank which can be applied toward bank fee offset. The city evaluates this rate versus the short term interest rates as to which is more beneficial to the city to use as an offset to fees versus paying fees and receiving actual interest earnings. The city's current rate is 0.30% versus the TexPool rate for the same period of 0.3%.
- The 'Change in Market Value' column on the attached detail portfolio is a comparison of only the past quarter. Also on this report is the total net change associated with the Fair Market Value as of the report date, compared to the original cost of the portfolio. Fair Market Value (FMV) of an investment represents what the city would receive if we were to sell the security as of the reporting date. Depending on whether interest rates are rising or falling, the FMV will fluctuate. If held to maturity, a security is redeemed at par, (no gain or loss). As a rule, the city holds all securities until maturity.
- For purposes of Weighted Average Maturity, Cash is considered as same day liquidity and TexPool is calculated using the pool's average day calculation.
- Agency credit ratings are listed on page two of the report as a method of monitoring security types within the city's portfolio as directed by the Public Funds Investment Act.

News in the Markets

- **Unemployment** - The U.S. February 2016 unemployment rate was **4.9** percent. The **Texas** unemployment rate was **4.4** percent for the same period, equaling the 4.4 percent in February 2015. **The Texas unemployment rate has been at or below the national rate for 110 consecutive months.**
- Concerning **Texas Housing**, **Single-family homes** permits in February 2016 were **15.6 percent more** than in February 2015. In the 12 months ending in February 2016, permits issued were **1 percent less** than in the previous year. **Multi-family building** permits issued in February 2016 were **22.2 percent less** than in February 2015. For the 12 months ending in February 2016, MF permits issued were **1.7 percent more** than in the previous year. In February 2016, **sales of existing single-family homes** were **8.9% percent more** than in February 2015 and **4.9% more** for the 12 month period.
- Oil and natural gas production tax collections for the **first seven months of fiscal 2016** were **50 percent lower** than collections during the same period in 2015.
- Republicans elected Rep. Paul D. Ryan (R-Wis) as the Speaker of the House.
- After months of anticipation, the Federal Reserve has begun what is likely to a gradual process of normalizing interest rate. At the December 16 meeting **the Federal Open Market Committee announced an initial hike of 25 basis points**, lifting interest rates **from 0 – 0.25 to 0.25 – 0.50**. There have been **no additional rate hikes** since December.

ECONOMIES FROM AROUND THE WORLD

- Puerto Rico's Governor issued a moratorium on \$400mm in principal due on Government Development Bank (GDB) debt on May 2, invoking powers afforded him by a debt moratorium law passed last month. The default is the largest in a series of missed payments on Commonwealth debt since last August.
- **Bank of Japan** continued as reported last quarter with Governor Haruhiko Kuroda, **adopting a negative interest-rate** strategy to spur banks to lend in the face of a weakening economy. The move to penalize a portion of banks' reserves compliments the BOJ's record asset-purchase program.



Portfolio Investment Report
for Quarter Ending March 31, 2016

Consolidated Investment Report

Cash and Investment Balances

		Same Quarter Last Year
Cash Balances	\$ 50,474,134.08	\$ 50,635,299.58
TexPool Balance	\$ 20,490,292.31	\$ 13,464,346.53
Other Investment Portfolio Balance	\$ 148,865,858.37	\$ 154,972,043.65
Total Cash, Texpool & Investment Amount	\$ 219,830,284.76	\$ 219,071,689.76

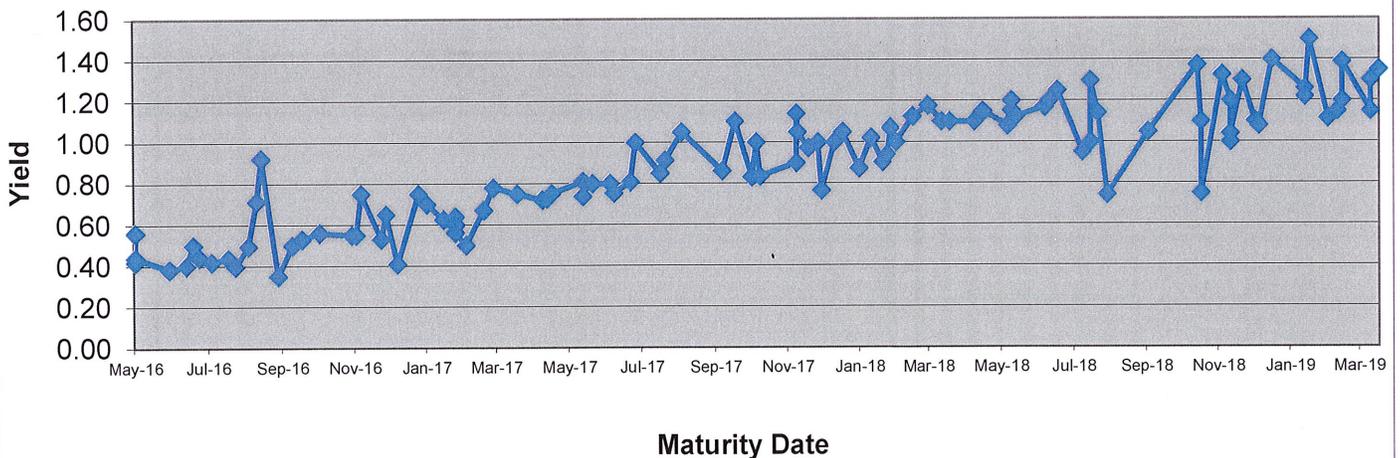
Investment Yields, Maturities, and Interest

TexPool Average Quarter Yield	0.30%	0.05%
TexPool End of Qtr Weighted Maturity	41 Days	48 Days
Bank Earned Income Credit	0.30%	0.25%
13 Week Treasury - Benchmark	0.19%	0.03%
Other Investment Average Weighted Yield	0.87%	0.72%
Average Weighted Maturity: Agency / Total	553 / 358 Days	633 / 452 Days
Other Investment Accrued Interest	\$ 201,150.38	\$ 211,683.04

Outstanding Portfolio (excluding TexPool)

Distribution by Maturity	Number	Amount	Percent	Market Value
1 to 365 days	35	\$ 52,575,199.87	35.32%	\$ 52,500,000.00
366 to 730 days	39	\$ 52,941,475.00	35.56%	\$ 53,000,000.00
Over 730 days	37	\$ 43,349,183.50	29.12%	\$ 43,350,000.00
Total	111	\$ 148,865,858.37	100.00%	\$ 148,850,000.00

Interest Rates By Maturity

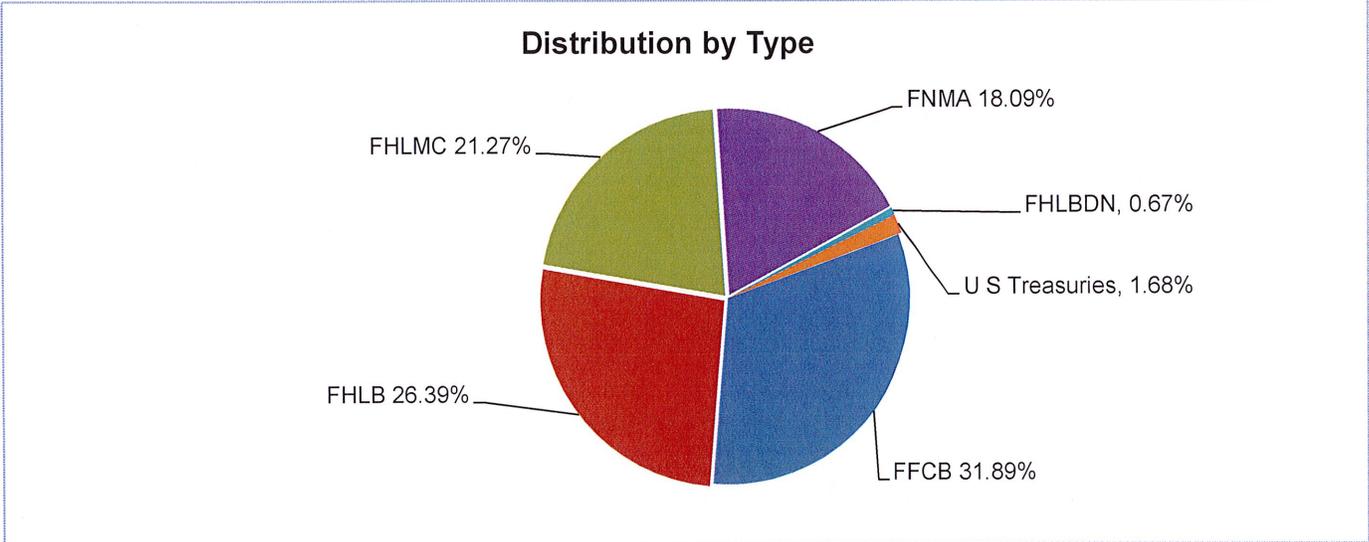




Portfolio Investment Report
for Quarter Ending March 31, 2016

Consolidated Investments - continued

Outstanding Portfolio (excluding TexPool)		Amount	Percent	Market Value
Distribution by Investment type	Number			
Federal Farm Credit Bank	27	\$ 47,480,603.00	31.89%	\$ 47,500,000.00
Federal Home Loan Bank	33	\$ 39,288,706.00	26.39%	\$ 39,200,000.00
Federal Home Loan Mortgage Corp	28	\$ 31,670,778.87	21.27%	\$ 31,650,000.00
Federal National Mortgage Assoc.	20	\$ 26,935,130.00	18.09%	\$ 27,000,000.00
Federal Home Loan Bank Discount Notes	1	\$ 996,522.50	0.67%	\$ 1,000,000.00
U S Treasuries	2	\$ 2,494,118.00	1.68%	\$ 2,500,000.00
Total	111	\$ 148,865,858.37	100.00%	\$ 148,850,000.00



Agencies Credit Ratings

Federal Farm Credit Bank
Federal Home Loan Bank
Federal Home Loan Mortgage Corp
Federal National Mortgage Assoc.

S & P

AA+
AA+
AA+
AA+

Moody's

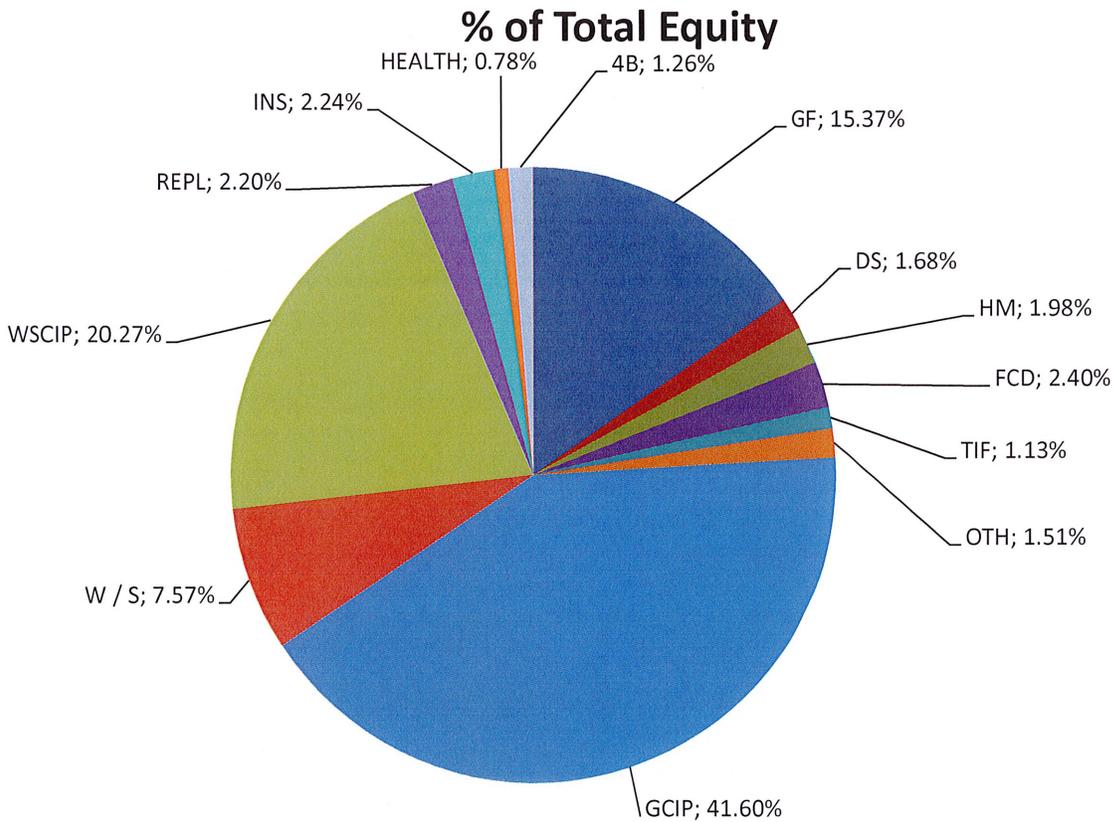
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Portfolio Investment Report
for Quarter Ending March 31, 2016

Outstanding Portfolio - Major Funds

	Chart Key	Equity Balance	% of Total Equity
GENERAL	GF	\$ 33,788,486	15.37%
DEBT SERVICE	DS	\$ 3,690,005	1.68%
HOTEL/MOTEL	HM	\$ 4,354,860	1.98%
FIRE & CRIME DISTRICTS	FCD	\$ 5,276,900	2.40%
TIF & TIRZ	TIF	\$ 2,491,110	1.13%
Funds under 1 million	OTH	\$ 3,324,154	1.51%
G O CIP	GCIP	\$ 91,452,900	41.60%
W&S Operating	W / S	\$ 16,634,169	7.57%
W&S CIP	WSCIP	\$ 44,551,541	20.27%
EQUIP REPLACEMENT	REPL	\$ 4,844,549	2.20%
INSURANCE RISK	INS	\$ 4,921,537	2.24%
HEALTH INS	HEALTH	\$ 1,725,184	0.78%
4-B SALES TAX	4B	\$ 2,774,888	1.26%
Total		\$ 219,830,285	100.00%



City of Lewisville
Consolidated Account

Security Type	Par Value	Cost	12/31/2015		3/31/2016		Change in Market Value	Cusip	Purchase Date	Maturity Date	Rate	Yield	Accrued Interest
			Beg. Market Value	End. Market Value	Beg. Market Value	End. Market Value							
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 998,254.00	\$ 1,000,500.00	\$ 1,000,810.00	\$ 1,000,810.00	\$ 310.00	3137EADQ9	6/12/2013	5/13/2016	0.50	0.56036	\$ 1,904.11	
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,001,971.99	\$ 1,000,500.00	\$ 1,000,810.00	\$ 1,000,810.00	\$ 310.00	3137EADQ9	11/20/2013	5/13/2016	0.50	0.42000	\$ 1,808.22	
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,001,130.00	\$ 1,000,530.00	\$ 1,000,810.00	\$ 1,000,810.00	\$ 280.00	3137EADQ9	6/18/2014	5/13/2016	0.50	0.44028	\$ 1,904.11	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,934.00	\$ 1,000,001.60	\$ 999,700.20	\$ 999,700.20	\$ (301.40)	3130A2C61	9/18/2015	6/10/2016	0.38	0.38403	\$ 1,150.68	
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 1,998,860.00	\$ 2,000,165.40	\$ 1,998,939.00	\$ 1,998,939.00	\$ (1,226.40)	3133834R9	3/20/2014	6/24/2016	0.38	0.40033	\$ 2,013.70	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,202.40	\$ 1,000,202.40	\$ 202.40	3130A72E4	1/12/2016	6/30/2016	0.50	0.49999	\$ 1,082.19	
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,997,020.00	\$ 1,998,900.00	\$ 2,002,600.00	\$ 2,002,600.00	\$ 3,700.00	3135G0XP3	3/20/2014	7/5/2016	0.38	0.44040	\$ 1,767.12	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,060.30	\$ 999,870.80	\$ 999,870.80	\$ (189.50)	3130A5PP8	6/15/2015	7/15/2016	0.42	0.42003	\$ 874.52	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,260.00	\$ 999,257.20	\$ 999,634.20	\$ 999,634.20	\$ 377.00	3130A5VG1	9/18/2015	7/29/2016	0.35	0.43587	\$ 594.52	
Federal Home Loan Discount Note	\$ 1,000,000.00	\$ 996,522.50	\$ 995,720.00	\$ 997,810.00	\$ 997,810.00	\$ 2,090.00	313384A74	9/18/2015	8/4/2016	0.39	0.39754	\$ 598.36	
U S Treasury	\$ 1,500,000.00	\$ 1,504,218.00	\$ 1,503,574.20	\$ 1,501,406.25	\$ 1,501,406.25	\$ (2,167.95)	912828VR8	6/11/2014	8/15/2016	0.63	0.49509	\$ 1,155.82	
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 994,000.00	\$ 999,981.00	\$ 1,000,005.00	\$ 1,000,005.00	\$ 24.00	3135G0XC2	10/18/2013	8/22/2016	0.50	0.71348	\$ 520.55	
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 991,350.00	\$ 1,001,230.00	\$ 1,002,100.00	\$ 1,002,100.00	\$ 870.00	3135G0YE7	9/11/2013	8/26/2016	0.63	0.92206	\$ 582.19	
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,001,516.00	\$ 2,000,662.40	\$ 1,999,882.00	\$ 1,999,882.00	\$ (780.40)	3130A6BD8	9/18/2015	9/9/2016	0.51	0.35004	\$ 614.79	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,099.50	\$ 999,767.00	\$ 999,767.00	\$ (332.50)	3130A6GV3	9/21/2015	9/21/2016	0.50	0.50000	\$ 136.99	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,360.00	\$ 1,002,385.50	\$ 1,000,332.20	\$ 1,000,332.20	\$ (2,053.30)	3130A1KR8	5/12/2014	9/29/2016	0.63	0.53008	\$ 34.52	
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,018,095.38	\$ 2,007,260.00	\$ 2,007,140.00	\$ 2,007,140.00	\$ (120.00)	3137EADS5	11/20/2013	10/14/2016	0.88	0.56000	\$ 8,102.74	
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,008,010.00	\$ 1,003,600.00	\$ 1,003,570.00	\$ 1,003,570.00	\$ (30.00)	3137EADS5	3/20/2014	10/14/2016	0.88	0.56021	\$ 4,051.37	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,430.00	\$ 1,000,806.40	\$ 999,261.10	\$ 999,261.10	\$ (1,545.30)	3130A6B55	9/18/2015	11/10/2016	0.50	0.55006	\$ 1,945.21	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,470.00	\$ 1,001,657.90	\$ 999,704.00	\$ 999,704.00	\$ (1,953.90)	313381B53	4/9/2015	11/14/2016	0.58	0.55031	\$ 2,192.88	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,393.10	\$ 1,000,872.60	\$ 1,000,872.60	\$ (2,520.50)	3130A34L5	9/18/2014	11/18/2016	0.75	0.75007	\$ 2,753.42	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 996,336.50	\$ 998,558.60	\$ 998,558.60	\$ 2,222.10	3130A6RF6	11/16/2015	12/15/2016	0.53	0.53000	\$ 1,974.79	
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,057,840.00	\$ 2,025,736.80	\$ 2,014,190.60	\$ 2,014,190.60	\$ (11,546.20)	313371PV2	12/10/2013	12/9/2016	1.63	0.65005	\$ 10,061.64	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 995,059.60	\$ 998,202.20	\$ 998,202.20	\$ 3,142.60	3130A6M87	10/19/2015	12/19/2016	0.41	0.41004	\$ 1,156.99	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,009.50	\$ 1,000,482.20	\$ 1,000,482.20	\$ (2,527.30)	3130A3UR3	1/6/2015	1/6/2017	0.75	0.75000	\$ 1,746.58	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,004,524.60	\$ 2,000,136.20	\$ 2,000,136.20	\$ (4,388.40)	3133EDNC2	6/13/2014	1/13/2017	0.70	0.70003	\$ 2,991.78	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,268.60	\$ 1,996,982.60	\$ 1,996,982.60	\$ (4,286.00)	3133EELR9	2/3/2015	1/27/2017	0.63	0.62498	\$ 1,952.05	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,999,891.80	\$ 1,996,929.60	\$ 1,996,929.60	\$ (2,962.20)	3133EENC0	2/6/2015	2/6/2017	0.64	0.64000	\$ 1,893.70	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,999,860.00	\$ 2,001,349.60	\$ 1,997,554.80	\$ 1,997,554.80	\$ (3,794.80)	3133EE6A3	9/18/2015	2/6/2017	0.59	0.59503	\$ 1,745.75	
Federal Farm Credit bank	\$ 6,000,000.00	\$ 5,998,920.00	\$ 6,004,048.80	\$ 5,992,664.40	\$ 5,992,664.40	\$ (11,384.40)	3133EE6A3	9/18/2015	2/6/2017	0.59	0.60303	\$ 5,237.26	
Federal Farm Credit bank	\$ 4,000,000.00	\$ 4,001,388.00	\$ 3,986,703.20	\$ 3,995,109.60	\$ 3,995,109.60	\$ 8,406.40	3133EE6A3	11/6/2015	2/6/2017	0.59	0.56202	\$ 9,440.00	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,001,000.00	\$ 1,001,000.00	\$ 998,944.90	\$ 998,944.90	\$ (2,055.10)	3130A7BV6	2/12/2016	2/15/2017	0.60	0.50044	\$ 789.04	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,001,150.00	\$ 1,002,644.20	\$ 1,000,145.60	\$ 1,000,145.60	\$ (2,498.60)	3130A4FR8	9/18/2015	3/2/2017	0.75	0.67044	\$ 595.89	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,640.00	\$ 1,003,449.90	\$ 1,001,886.10	\$ 1,001,886.10	\$ (1,563.80)	3133782N0	5/12/2014	3/10/2017	0.88	0.78036	\$ 503.42	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,510.20	\$ 1,000,022.40	\$ 1,000,022.40	\$ (2,487.80)	3130A3ML5	1/15/2015	3/30/2017	0.75	0.74977	\$ 20.55	
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,360.00	\$ 1,000,360.00	\$ 1,000,100.00	\$ 1,000,100.00	\$ (260.00)	3135g0zb2	1/22/2016	4/20/2017	0.75	0.72075	\$ 1,417.81	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,365.00	\$ 1,001,978.00	\$ 999,940.80	\$ 999,940.80	\$ (2,037.20)	3133EFAN7	9/18/2015	4/24/2017	0.75	0.72706	\$ 3,267.12	
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,995,320.00	\$ 1,999,927.60	\$ 1,997,158.20	\$ 1,997,158.20	\$ (2,769.40)	3133EEF39	6/12/2015	4/28/2017	0.63	0.75067	\$ 5,308.22	
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,003,820.00	\$ 2,005,361.60	\$ 2,003,398.00	\$ 2,003,398.00	\$ (1,963.60)	3130A1NN4	5/27/2014	5/24/2017	0.88	0.81025	\$ 6,136.99	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,300.00	\$ 1,002,680.80	\$ 1,001,699.00	\$ 1,001,699.00	\$ (981.80)	3130A1NN4	9/18/2015	5/24/2017	0.88	0.73715	\$ 3,068.49	
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,499,955.00	\$ 1,499,400.00	\$ 1,499,400.00	\$ (555.00)	3134G6YQ0	5/26/2015	5/26/2017	0.80	0.80000	\$ 4,142.47	
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 989,430.00	\$ 989,430.00	\$ 990,700.00	\$ 990,700.00	\$ 1,270.00	31359MEL3	2/2/2016	6/1/2017	0.79	0.80023	\$ 1,260.11	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,010.00	\$ 1,002,112.00	\$ 1,000,104.10	\$ 1,000,104.10	\$ (2,007.90)	3133EE6X2	9/18/2015	6/16/2017	0.80	0.79931	\$ 2,323.29	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,004,300.00	\$ 999,202.00	\$ 1,002,749.30	\$ 1,002,749.30	\$ 3,547.30	3133EDVB5	11/6/2015	6/19/2017	1.02	0.75225	\$ 2,878.36	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,740.00	\$ 999,368.50	\$ 998,448.50	\$ 998,448.50	\$ (920.00)	3133EFBS5	9/18/2015	7/3/2017	0.68	0.80737	\$ 1,639.45	
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,013,280.00	\$ 2,007,800.00	\$ 2,007,800.00	\$ (5,480.00)	3134G5AR6	7/7/2014	7/7/2017	1.00	1.00000	\$ 4,602.74	
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,150.00	\$ 1,002,100.00	\$ 1,002,100.00	\$ (2,050.00)	3134G6AC7	1/28/2015	7/28/2017	0.85	0.85000	\$ 1,467.12	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,000.00	\$ 1,001,217.20	\$ 999,786.60	\$ 999,786.60	\$ (1,430.60)	3133EAC63	11/5/2014	8/1/2017	0.80	0.91107	\$ 1,293.15	
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,480.00	\$ 1,000,900.00	\$ 1,000,900.00	\$ (3,580.00)	3136G23G0	8/15/2014	8/15/2017	1.05	1.05000	\$ 1,294.52	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 999,800.00	\$ 999,800.10	\$ 999,155.70	\$ 999,155.70	\$ (644.40)	3133EFDN4	9/18/2015	9/18/2017	0.85	0.86011	\$ 302.74	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,950.00	\$ 1,006,114.70	\$ 1,003,957.80	\$ 1,003,957.80	\$ (2,156.90)	3130A2XL5	9/29/2014	9/29/2017	1.10	1.10170	\$ 60.27	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 996,510.00	\$ 991,150.50	\$ 996,941.10	\$ 996,941.10	\$ 5,790.60	3133EFHY6	11/6/2015	10/13/2017	0.65	0.83205	\$ 2,600.00	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,863.00	\$ 1,002,422.40	\$ 1,002,422.40	\$ (1,440.60)	3130A3CU6	10/17/2014	10/17/2017	1.00	1.00000	\$ 4,547.95	
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,600.00	\$ 990,805.10	\$ 990,220.90	\$ 990,220.90	\$ 7,415.80	3133EFKM8	11/5/2015	10/20/2017	0.71	0.83378	\$ 2,859.45	
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,478.00	\$ 1,000,726.80	\$ 1,000,726.80	\$ (751.20)	3130A6D87	8/20/2015	11/20/2017	0.90	0.90011	\$ 3,254.79	
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,300.00	\$ 998,750.00	\$ 999,700.00	\$ 999,700.00	\$ 950.00	3136G1MF3	3/9/2015	11/20/2017	0.85	1.14060	\$ 512.33	

Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,645.50	\$ 1,003,160.20	\$ (1,485.30)	3133EECQ1	11/21/2014	11/21/2017	1.05	1.05000	\$ 3,768.49
U S Treasury	\$ 1,000,000.00	\$ 989,900.00	\$ 998,437.50	\$ 998,437.50	\$ -	912828UA6	12/16/2014	11/30/2017	0.63	0.97242	\$ 2,089.04
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,020.00	\$ 20.00	3134G8P29	3/8/2016	12/8/2017	1.00	1.00000	\$ 630.14
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,630.00	\$ 1,000,630.00	\$ 998,940.00	\$ (1,690.00)	3133EFYM3	2/11/2016	12/11/2017	0.80	0.76542	\$ 1,073.97
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,500.00	\$ 999,800.00	\$ (700.00)	3134G7YT2	9/22/2015	12/22/2017	1.00	1.00000	\$ 2,739.73
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,257.20	\$ 1,003,358.40	\$ (898.80)	3130A3N83	12/29/2014	12/29/2017	1.05	1.05000	\$ 2,675.34
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 997,360.00	\$ 991,400.00	\$ 999,730.00	\$ 8,330.00	3137EADN6	11/6/2015	1/12/2018	0.75	0.87225	\$ 1,623.29
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,351.00	\$ 999,608.30	\$ (742.70)	3133EEKV1	1/22/2015	1/22/2018	1.02	1.02000	\$ 1,928.22
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,351.00	\$ 999,608.30	\$ (742.70)	3133EEKV1	1/22/2015	1/22/2018	1.02	1.02000	\$ 1,928.22
Federal Farm Credit bank	\$ 1,500,000.00	\$ 1,499,220.00	\$ 1,499,220.00	\$ 1,499,909.10	\$ 689.10	3133ECE83	3/2/2016	2/1/2018	0.88	0.90239	\$ 1,042.81
Federal Farm Credit bank	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 4,994,161.00	\$ (5,839.00)	3133EFXR3	2/5/2016	2/5/2018	0.94	0.94000	\$ 7,082.19
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,000.00	\$ 2,003,000.00	\$ 2,003,940.00	\$ 940.00	3135G0TG8	3/4/2015	2/8/2018	0.88	1.06625	\$ 1,294.52
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,680.00	\$ 2,003,000.00	\$ 2,003,940.00	\$ 940.00	3135G0TG8	3/4/2015	2/8/2018	0.88	1.07251	\$ 1,294.52
Federal National Mortgage Assn. Bond	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,008,600.00	\$ 5,008,950.00	\$ 350.00	3136G2D87	2/13/2015	2/13/2018	1.00	1.00000	\$ 6,438.36
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,440.00	\$ 1,005,759.60	\$ 1,004,958.70	\$ (800.90)	3130A4AJ1	2/27/2015	2/27/2018	1.14	1.12504	\$ 1,030.68
Federal Farm Credit bank	\$ 1,000,000.00	\$ 998,440.00	\$ 1,005,457.10	\$ 1,004,601.70	\$ (855.40)	3133EETE0	3/12/2015	3/12/2018	1.13	1.17808	\$ 585.62
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,510.00	\$ 1,006,300.00	\$ 5,790.00	3134G65U3	6/23/2015	3/23/2018	1.10	1.10014	\$ 241.10
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,420.00	\$ 999,700.00	\$ (720.00)	3134G7XS5	9/30/2015	3/30/2018	1.10	1.10000	\$ 30.14
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,391.60	\$ 1,999,558.60	\$ (1,833.00)	3133EEZF0	4/24/2015	4/20/2018	1.10	1.09997	\$ 9,824.66
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,800.00	\$ 1,007,186.20	\$ 1,006,225.70	\$ (960.50)	3130A4GJ5	6/12/2015	4/25/2018	1.13	1.13200	\$ 4,869.86
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,100.00	\$ 100.00	3134G8HQ5	1/27/2016	4/27/2018	1.15	1.15000	\$ 2,016.44
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,838.90	\$ 1,000,667.20	\$ (171.70)	3130A56R5	5/18/2015	5/18/2018	1.05	1.08000	\$ 3,854.79
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,970.00	\$ 999,600.00	\$ (370.00)	3134G6WT6	5/21/2015	5/21/2018	1.20	1.20000	\$ 4,306.85
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,000.00	\$ 999,390.00	\$ 1,001,320.00	\$ 1,930.00	3135G0WJ8	6/12/2015	5/21/2018	0.88	1.15233	\$ 3,140.41
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,500.00	\$ 1,000,100.00	\$ 5,600.00	3134G84Y2	11/25/2015	5/25/2018	1.13	1.12500	\$ 3,914.38
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,709.40	\$ 999,912.70	\$ 203.30	3133EFEB9	9/18/2015	6/18/2018	1.17	1.17000	\$ 3,333.70
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,005,620.00	\$ 2,003,800.00	\$ (1,820.00)	3134G67C1	6/22/2015	6/22/2018	1.20	1.20000	\$ (65,490.41)
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,830.00	\$ 1,000,000.00	\$ (1,830.00)	3134G6V26	6/29/2015	6/29/2018	1.25	1.25000	\$ 3,184.93
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,004,680.00	\$ 995,830.00	\$ 1,006,370.00	\$ 10,540.00	3135G0E33	10/30/2015	7/20/2018	1.13	0.95032	\$ 2,188.36
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 991,020.00	\$ 1,000,090.00	\$ 9,070.00	3134G73Q2	10/30/2015	7/27/2018	1.00	1.00011	\$ 1,753.42
Federal Home Loan Mortgage Corp. Note	\$ 650,000.00	\$ 647,562.50	\$ 646,425.00	\$ 649,935.00	\$ 3,510.00	3134G6TW3	12/28/2015	7/27/2018	1.15	1.29825	\$ 1,310.68
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,993,500.00	\$ 1,983,092.20	\$ 1,996,099.40	\$ 13,007.20	3133EFMV6	11/10/2015	8/2/2018	1.02	1.14146	\$ 3,241.64
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,009,356.00	\$ 2,006,533.00	\$ 2,003,012.80	\$ (3,520.20)	3130A67K7	9/18/2015	8/10/2018	1.27	0.74406	\$ 3,479.45
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,500.00	\$ (500.00)	3134G8NA3	3/14/2016	9/14/2018	1.05	1.05000	\$ 489.04
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,528.60	\$ 3,528.60	3130A6ZD2	1/26/2016	10/26/2018	1.38	1.37522	\$ 2,448.63
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,860.00	\$ 1,000,010.00	\$ 5,150.00	3135G0G64	10/30/2015	10/29/2018	1.10	1.10000	\$ 4,610.96
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,800.00	\$ 994,800.00	\$ -	3136G2SK4	10/30/2015	10/29/2018	0.75	0.75000	\$ 3,143.84
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 995,310.00	\$ 991,940.00	\$ 1,000,180.00	\$ 8,240.00	3135G0G49	12/28/2015	11/16/2018	1.16	1.32621	\$ 2,987.40
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,190.00	\$ 1,000,160.00	\$ 7,970.00	3134G76C0	11/23/2015	11/23/2018	1.20	1.20000	\$ 4,241.10
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 993,100.00	\$ 1,000,000.00	\$ 6,900.00	3134G83C1	11/23/2015	11/23/2018	1.00	1.00000	\$ 3,534.25
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,498,395.00	\$ 1,498,395.00	\$ 1,495,800.00	\$ (2,595.00)	3134G8LV9	3/2/2016	11/23/2018	1.00	1.04002	\$ 1,191.78
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,994,747.60	\$ 2,016,023.60	\$ 21,276.00	3133EFRQ2	12/3/2015	12/3/2018	1.30	1.30000	\$ 8,476.71
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,800.00	\$ (1,200.00)	3134G8NB1	3/14/2016	12/14/2018	1.10	1.10014	\$ 512.33
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,300.00	\$ (1,700.00)	3134G8MY2	3/17/2016	12/17/2018	1.08	1.08013	\$ 414.25
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,275.40	\$ 1,003,954.10	\$ 4,678.70	3130A6V79	12/28/2015	12/28/2018	1.40	1.40000	\$ 3,605.48
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,700.00	\$ 1,700.00	3134G8HN2	1/25/2016	1/25/2019	1.26	1.26000	\$ 2,278.36
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,400.00	\$ 400.00	3136G2WV5	1/29/2016	1/25/2019	1.22	1.22001	\$ 2,072.33
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,563.60	\$ 2,563.60	3130A72G9	1/29/2016	1/29/2019	1.50	1.50000	\$ 2,547.95
Federal Home Loan Bank Bond	\$ 2,200,000.00	\$ 2,208,580.00	\$ 2,208,580.00	\$ 2,213,119.70	\$ 4,539.70	3133824V2	3/2/2016	2/14/2019	1.25	1.11519	\$ 2,184.93
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,735.00	\$ (265.00)	3133EFYS0	2/22/2016	2/22/2019	1.15	1.15000	\$ 1,197.26
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,230.00	\$ 230.00	3136G2ZF7	2/26/2016	2/26/2019	1.20	1.20000	\$ 1,117.81
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,500.00	\$ (1,500.00)	3136GCZX8	2/26/2016	2/26/2019	1.00	1.39000	\$ 931.51
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,320.00	\$ 2,320.00	3136G3BQ7	3/22/2016	3/22/2019	1.15	1.15000	\$ 283.56
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,980.00	\$ 980.00	3136G3BR5	3/22/2016	3/22/2019	1.30	1.30000	\$ 320.55
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,100.00	\$ 100.00	3134G8VW6	3/31/2016	3/29/2019	1.35	1.35000	\$ -

Sub-Total	\$ 148,850,000.00	\$ 148,865,858.37	\$ 148,891,045.10	\$ 148,939,064.95	\$ 48,019.85						\$ 201,150.38
				\$ 73,206.58							

TexPool \$ 20,490,292.31