



Lewisville City Council

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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
MAY 4, 2015**

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

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

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 6:30 P.M.

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

REGULAR SESSION - 7:00 P.M.

- A. **INVOCATION:** Councilman Tierney
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:**
Deputy Mayor Pro Tem Ferguson
- C. **PROCLAMATION:** Declaring the Week of May 10-16, 2015, as “National Police Week” and May 15, 2015, as “Police Memorial Day”
- D. **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.
- E. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.

**AGENDA
LEWISVILLE CITY COUNCIL
MAY 4, 2015**

- 1. APPROVAL OF MINUTES: City Council Minutes of the April 20, 2015, Workshop Session and Regular Session.**
- 2. Approval of an Interlocal Agreement With Denton County for Sharing the Cost of Constructing and Maintaining a Dark Fiber Network Ring; and Approval of a Supplemental Appropriation in the Amount of \$388,639 to the General Capital Projects Fund; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

The City owns a 24 strand fiber network connecting Old Town City Hall, Municipal Annex, Kealy Operations Center and The Feaster Water Treatment Plant. Denton County utilizes four strands of the fiber network and is in need of more fiber from the City ring. City Staff worked with Denton County to look at ways of providing additional fiber to both entities and reducing capital cost. The proposed solution consists of utilizing a second conduit in the City's fiber ring to install two 96 strand fiber optic cables. One cable would be owned by the City and the second by Denton County. This would also permit the burying of the fiber ring infrastructure where it is currently overhead. The total project amount of \$646,309 includes \$257,669 for the City's portion and \$388,639 for the County's portion. Upon execution of the agreement Denton County would deposit \$388,639 to be held in escrow by The City of Lewisville.

RECOMMENDATION:

That the City Council approve and authorize the City Manager to execute the Interlocal Agreement with Denton County for shared cost for construction of a Dark Fiber Ring; and approval of a supplemental appropriation as set forth in the caption above.

- 3. Approval of a New Five-Year Agreement With First Southwest Company for Arbitrage Rebate Compliance Service; and Authorization for the City Manager to Execute the Agreement.**

**AGENDA
LEWISVILLE CITY COUNCIL
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ADMINISTRATIVE COMMENTS:

First Southwest Company is currently engaged by the City to perform arbitrage rebate services related to municipal bond issuances and also serves as the City's Financial Advisor. The most recent Arbitrage Rebate Compliance Service Agreement was for a five-year period that expires this month. Arbitrage liability and rebate computation is a highly specialized and complex procedure and requires a thorough understanding and continued monitoring of changes of the Internal Revenue Service Tax Code as it relates to arbitrage. The proposed new agreement reflects a decrease to the prior fee structure. For each calculation period, the base fee for each issue is \$1,400, down from the previous amount of \$3,000 for variable rate issues and \$2,000 for fixed rate issues. Per First Southwest, in the current economic environment, investment options and strategies have become less complex and this translates to a reduced level of difficulty in the rebate calculations and time to produce them.

RECOMMENDATION:

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

- 4. Approval of Revisions to Administrative Policy 2.0 Human Resources - Section IV; Employee Performance Evaluation/Compensation Plan.**

ADMINISTRATIVE COMMENTS:

The Human Resources Department proposes expanding the current Police Officer/Public Safety Communications Officer Hiring Incentive Program to include Detention Officers. Eligible employees may receive additional compensation of \$250 if listed as a Recruitment Source and another \$250 if the applicant is hired and completes their training. This program has been successful in the hiring of 22 applicants since 2002. The positions of Police Officer, Public Safety Communications Officer, and Detention Officer are difficult to fill due to rigorous hiring standards.

RECOMMENDATION:

That the City Council approve the revisions to Administrative Policy 2.0 Human Resources - Section IV; Employee Performance Evaluation/Compensation Plan.

**AGENDA
LEWISVILLE CITY COUNCIL
MAY 4, 2015**

F. REGULAR HEARINGS:

- 5. Consideration of an Amendment to the City Thoroughfare Plan to Change the Designation of Valley Parkway From Round Grove Road (F.M. 3040) to State Highway 121 From a Major Carrier, Principal 4-Lane Divided (PD4) to a Non- Major Carrier, Principal 4-Lane Divided (PD4).**

ADMINISTRATIVE COMMENTS:

The City of Lewisville's Master Thoroughfare Plan currently indicates Valley Parkway as a Non Major Carrier from its northern most extent at Garden Ridge Boulevard south to Round Grove Road where it becomes a Major Carrier from Round Grove Road to State Highway 121. This designation was established prior to the construction and opening of this section of Valley Parkway in 2010 and the previous reconstruction of SH 121. Because actual traffic demand is not as high as originally anticipated, the Major Traffic Carrier designation is not warranted. The change in the designation specifically reduces the required distance between driveways, distance between driveways and street intersections and where deceleration lanes are required. The Transportation Board considered this item during the April 7, 2015 meeting and voted 6-0 to recommend removal of the Major Carrier designation.

RECOMMENDATION:

That the City Council approve the amendment to the Thoroughfare Plan removing the Major Carrier designation for Valley Parkway as set forth in the caption above

PRESENTATION: David Salmon, PE, City Engineer

- 6. Consideration of an Amendment to the City Thoroughfare Plan to Create a New Designation for Main Street From Interstate Highway 35E to Herod Street From a P4D-100' R.O.W. to a P4D Urban-90' R.O.W.**

**AGENDA
LEWISVILLE CITY COUNCIL
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ADMINISTRATIVE COMMENTS:

At present the Thoroughfare Plan describes the section of Main Street from Interstate Highway 35E to Herod Street as a P4D 100' R.O.W. although the existing right-of-way is only 90 feet. Staff is recommending this be added to the Thoroughfare Plan as an additional roadway type category to clarify existing conditions and prevent possible redevelopment issues in Old Town. The Transportation Board considered this item during the April 7, 2015 meeting and voted 6-0 to recommend amending the Thoroughfare Plan adding the P4D Urban 90' Right-of-Way roadway type category.

RECOMMENDATION:

That the City Council approve the amendment to the Thoroughfare Plan adding the P4D Urban - 90 foot R.O.W. roadway type as set forth in the caption above.

PRESENTATION: David Salmon, PE, City Engineer

- 7. Consideration of an Interlocal Agreement Between the North Central Texas Council of Governments and the City of Lewisville to Provide a Signal Retiming Plan for Main Street From Garden Ridge to Interstate Highway 35E; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

The North Central Texas Council of Governments is sponsoring a program to provide a traffic signal retiming plans along "Routes of Significance" within the Dallas-Fort Worth area. Main Street (FM 1171) is a candidate roadway and this program will provide a retiming plan for the traffic signals on FM 1171 (Main Street) from FM 2499 in Flower Mound to I-35E in Lewisville. The subject agreement only addresses the intersections in Lewisville, however the intent of the project is to time and coordinate the operation across both Cities. Although the program requires a 20% local match from participating cities, TxDOT will pay the required match since FM 1171 is an on-system roadway. No city funding will be required to participate in this program. This item is considered an administrative action so was not presented to the Transportation Board.

**AGENDA
LEWISVILLE CITY COUNCIL
MAY 4, 2015**

RECOMMENDATION:

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

8. Consideration of Waiving the Penalty and Interest on Property Tax Account 169228DEN for 2014.

ADMINISTRATIVE COMMENTS:

Wendy Powers, the taxpayer of the above identified property, has requested a refund of the penalty and interest assessed and paid on the account for 2014. Ms. Powers acquired the identified property from Mr. Gordon Pierce on July 3, 2014. The Appraisal District prorated the value of the property tax based on that date, and the original tax statements were mailed to Mr. Gordon Pierce. The ownership records, however, were not changed until December 26, 2014, after which the tax statements were mailed to Ms. Powers. Ms. Powers promptly paid the base tax amount on February 20, 2015. Based on the information provided by the Denton County Tax Assessor and the City's tax collection attorney, the circumstances in this case satisfy the waiver provision in state law.

RECOMMENDATION:

That the City Council approve the waiver of the penalty and interest on the property tax account 169228DEN for 2014.

G. **REPORTS:** Reports about items of community interest regarding which no action will be taken.

H. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,

1. Section 551.071 (Consultation with Attorney): Legal Issues Related to the Construction of the Old Town Park Plaza
2. Section 551.071 (Consultation with Attorney/Pending Litigation): *City of Lewisville v. City of Farmers Branch and Camelot Landfill TX, LP*, Cause No.4:12-CV-00782, United States District Court for the Eastern District of Texas, Sherman Division; Texas Commission on Environmental Quality Modification to Municipal Solid Waste Permit No. 1312A; and Texas Commission on Environmental Quality Application to Obtain Municipal Solid Waste Permit Amendment - Permit No. 1312B

**AGENDA
LEWISVILLE CITY COUNCIL
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3. Section 551.072 (Real Estate): Property Acquisition
 4. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- I. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- J. **ADJOURNMENT**

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

PROCLAMATION

Whereas, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Lewisville Police Department; and

Whereas, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

Whereas, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

Whereas, 36 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 117 officers killed in 2014 and 156 officers killed in previous years; and

Whereas, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

Now, therefore, I, Dean Ueckert, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim the week of May 10-16, 2015, as:

“NATIONAL POLICE WEEK”

and May 15, 2015, as:

“POLICE MEMORIAL DAY”

in the City of Lewisville and urge all citizens to make every effort to express heartfelt appreciation to the men and women who have sacrificed their lives to guard us and our loved ones against all who would violate the law.

Proclaimed this the 4th day of May, 2015.

Dean Ueckert, Mayor
City of Lewisville

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Chris Lee, ITS Director

DATE: Monday, April 13, 2015

SUBJECT: **Approval of an Interlocal Agreement with Denton County for Sharing the Cost of Constructing and Maintaining a Dark Fiber Network Ring; and Approval of a Supplemental Appropriation in the Amount of \$388,639 to the General Capital Projects Fund; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The City owns a 24 strand fiber network connecting Old Town City Hall, Municipal Annex, Kealy Operations Center and The Feaster Water Treatment Plant. Denton County utilizes four strands of the fiber network and is in need of more fiber from the City ring. City Staff worked with Denton County to look at ways of providing additional fiber to both entities and reducing capital cost. The proposed solution consists of utilizing a second conduit in the City's fiber ring to install two 96 strand fiber optic cables. One cable would be owned by the City and the second by Denton County. With this agreement the majority of the City's fiber infrastructure would be buried where it is currently overhead. The only areas that would remain overhead are distances of 10,500 feet along Valley Parkway and a 3,488 foot section along South Railroad Street. The total project amount of \$646,309 includes \$257,669 for the City's portion and \$388,639 for the County's portion. Denton County's portion is higher due to an additional fiber run of 1.56 miles connecting the Children's Advocacy Center. Upon execution of the agreement, Denton County would deposit \$388,639 to be held in escrow by The City of Lewisville. The City's portion of \$257,559 would be funded from the Fiber Expansion Capital Project. This project has sufficient reserve due to coming in under budget for extending fiber to all of the fire stations by leveraging the agreement with Unite Private Networks.

On June 6, 2007 City Council approved a supplemental appropriation in the amount of \$1,000,000 dollars from the Risk Fund for the construction of the current fiber ring. This dollar amount was an estimated cost for laying dark fiber to connect the central city campuses. Due to the significant cost of laying underground fiber verses overhead, City staff received a variance from City Council to run the fiber over head on Texas New Mexico poles. The bid for this project was awarded to Henkels & McCoy, Inc. Denton ISD has a valid current contract with Henkels & McCoy therefore it is City Staff recommendation to utilize the interlocal agreement with Denton ISD for contract services.

Subject: Agreement Dark Fiber Network Ring
April 13, 2015
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ANALYSIS

The City and Denton County have an agreement for the shared use of Dark Fiber in each agencies network. This proposal will allow the City and Denton County to increase Fiber Optic data services for their respective facilities. It will also allow Denton County to extend their Fiber Optic Network to their existing and proposed County offices located adjacent to the City Municipal Annex.

A large portion of the infrastructure in the City fiber ring is overhead fiber. The fiber that is proposed is all underground which is preferred; however, it is generally significantly more expensive. Utilizing the City's second conduit and sharing the labor cost to place the fiber underground with Denton County results in considerable savings for both entities.

RECOMMENDATION

It is City staff's recommendation that the City Council approve and authorize the City Manager to execute the Interlocal Agreement with Denton County for shared cost for construction of a Dark Fiber Ring; and approval of a supplemental appropriation as set forth in the caption above.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
LEWISVILLE AND THE COUNTY OF DENTON
FOR SHARING COSTS OF CONSTRUCTING AND MAINTAINING
A DARK FIBER NETWORK RING**

This Interlocal Agreement (the “**Agreement**”) is made and entered into by and between the City of Lewisville (“**Lewisville**”), a municipal corporation, and the County of Denton, Texas (“**Denton County**”), hereinafter referred to collectively as “**Parties**.” Each Party is organized and existing under the laws of the State of Texas, and acting by, through and under the authority to their respective governing bodies and officials in accordance with the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

WHEREAS, Lewisville and Denton County are both governmental entities engaged in the management of information services and network communications of their individual agencies, a recognized governmental function; and

WHEREAS, the Parties desire to install a single-mode fiber optic network ring consisting of two 96 strands (the “**Fiber Ring**”) in Lewisville, Denton County, Texas and as more particularly described in **Exhibit “A”** attached to and made a part of this Agreement; and

WHEREAS, Lewisville and Denton County desire to enter into this Agreement to set forth the terms and conditions upon which they shall share the use of the Fiber Ring; and

WHEREAS, participation in this Agreement will be highly beneficial to the taxpayers of Lewisville and Denton County through anticipated savings to be realized and is of mutual concern to the parties; and

WHEREAS, Lewisville and Denton County have current funds available to satisfy any monies owed pursuant to this Agreement; and

WHEREAS, Texas Government Code Chapter 791 authorizes local governments to enter into contracts with other local governments to perform governmental functions and services in accordance with the statute cited herein and the terms of the contract entered into.

NOW, THEREFORE, in consideration of the mutual covenants and the terms and conditions contained in this Agreement, the Parties do hereby agree as follows:

1. **Use of Fiber Ring**. The Parties shall equally share the use of the Fiber Ring. Specifically, each Party shall use 96 strands of the Fiber Ring.
2. **Construction of Fiber Ring**.
 - A. The design, installation and construction of the Fiber Ring is described in **Exhibit “A”** attached to and made a part of this Agreement.
 - B. At no cost to Denton County, Lewisville shall oversee the construction of the Fiber Ring, retain the engineering services required, contract with all contractors, obtain all necessary permits, and obtain all necessary rights-of-

way and clearances. Lewisville will assume responsibility for the maintenance, repair and providing insurance during the installation and insuring all applicable laws and codes are met. After its installation, each Party shall be responsible for all permits, relocation expenses, repair and updates to its 96 strands of the Fiber Ring.

3. Ownership, Operation and Maintenance of Fiber Ring.

- A. After installation, each Party shall own and be solely responsible for the operation, maintenance, management and security of its 96 strands of the Fiber Ring.
- B. Each Party shall promptly notify the other Party of any maintenance or other work that may affect the Fiber Ring. All appropriate precautions shall be made to not interfere with use of the Fiber Ring. In the event either Party or its agents damage any portions of the Fiber Ring while performing maintenance or other work, the Party performing the maintenance or other work shall be responsible for the cost of the repairs. The Parties agree to work together to determine the most cost effective method of repair to the Fiber Ring.
- C. The Parties agree to share the costs and work together to determine the most cost effective method of repair or relocation of the Fiber Ring if the damage or relocation is not caused by either Party or their agents.

4. Fiber Ring - Texas 811 and Fiber Optic Locate Requests.

- A. Lewisville has entered into an agreement with Texas Excavation Safety Systems, Inc. ("Texas 811") for the provision of services incidental to identifying and locating the Fiber Ring for the benefit of third parties whose construction, excavation or other activities may potentially interfere or disrupt the Fiber Ring. Lewisville may revise its agreement with Texas 811 or select a new Underground Facility Damage Prevention and Safety Act provider as necessary.
- B. Lewisville Public Works does location of the Fiber Ring. Lewisville may select a new Fiber Locate Contractor as necessary.
- C. Lewisville shall promptly notify Denton County of any fiber optic locate requests that may affect any portions of the Fiber Ring.

5. Extension of Fiber Ring. Denton County shall extend the Fiber Ring to a facility in Lewisville, as more particularly described in Exhibit "B" attached to and made a part of this Agreement (the "**Extension**").

- A. The design, installation and construction of the Extension is described in Exhibit "B" attached to and made a part of this Agreement.
- B. Costs. Denton County will pay all the costs associated with the Extension, including but not limited to: (1) costs related to design, engineering and

- surveying; (2) construction costs; and (3) costs related to obtaining all necessary permits, rights-of-way and clearances.
- C. Oversight. At no cost to Denton County, Lewisville shall oversee the construction of the Extension, retain the engineering services required, contract with all contractors, obtain all necessary permits and obtain all necessary rights-of-way and clearances. Lewisville will assume responsibility for ensuring all applicable laws and codes are met during construction/installation of the Extension.
- D. Operation and Maintenance. Denton County shall be solely responsible for the operation, maintenance, management and security of the Extension.
- E. Ownership. The Extension of the Fiber Ring shall be owned by Denton County.
- F. Texas 811 and Fiber Optic Locate Requests. Denton County shall be responsible for registering the Extension with Texas 811 and contracting for locate services for the Extension. Denton County shall promptly notify Lewisville of any locate requests that may affect Lewisville's use of the Extension.
- G. Rights of Use. Denton County shall permit Lewisville to utilize one (1) HDPE conduit in the Extension at no cost to Lewisville.
6. Costs of Fiber Ring. The total cost for the installation of the Fiber Ring is \$646,309.11, as more particularly described in **Exhibit "C"** attached to and made a part of this Agreement. Lewisville's share of the total cost is \$257,669.86, as more particularly described in **Exhibit "D"** attached to and made a part of this Agreement. Denton County's share of the total cost (which includes the installation costs of the Extension) is \$388,639.25, as more particularly described in **Exhibit "E"** attached to and made a part of this Agreement.
- A. Upon execution of this Agreement, Denton County agrees to deposit \$388,639.25 to be held in escrow by Lewisville, which represents 100% of its share of the total cost for the installation of the Fiber Ring and the Extension. At the time of final acceptance of the Fiber Ring and the Extension by Lewisville, a final cost accounting shall be supplied to Denton County by Lewisville.
- B. The Parties shall each make their respective payments from current revenues available to the paying party.
7. Access to Fiber Ring. The Parties shall have unlimited, 24-hour, 7 days per week, access to the hand holes on the Fiber Ring.
8. Existing Agreements. The Parties previously entered into a certain Interlocal Agreement, effective October 1, 2010, relating to matters concerning the shared use of the Lewisville's Outside Plant Fiber Network infrastructure, which was amended in a certain

First Amendment to the Agreement, effective September 21, 2010, and again amended in a certain Second Amendment to the Agreement, effective February 7, 2012.

- A. The Parties agree that this Agreement supersedes these three previous agreements and any other prior understandings or written or oral agreements between the parties respecting the shared use of the Fiber Ring, thereby effectively terminating all three above-referenced agreements.
 - B. Moreover, the Parties agree that Denton County and Lewisville may use the fiber set forth in **Exhibit “F”** at no additional cost to either Party. Specifically, Lewisville will use a total of 8 strands of fiber at the following locations:
 - i. Kealy Tower to Fire Station 5 (2 strands);
 - ii. Kealy Tower to Fire Station 7 (2 strands);
 - iii. Kealy Tower to Timber Creek Tower (2 strands); and
 - iv. Kealy Tower to Railroad Park (2 strands).
 - C. Each Party shall be individually responsible for their own use of said fiber, including any hardware or software necessary to make use of the fiber.
 - D. Each Party shall each be individually responsible for the timely maintenance of and repair of any damage to their own network resources being used by the other party. The cost of these repairs will be shared on a pro rata basis (based on the number of strands used by each party in the damaged segment).
 - E. Each Party shall be responsible for registration of the infrastructure plans with Texas 811 or the current local utility location service and performance of the locates required by membership in this service.
9. Termination. The Agreement shall be in full force and effect until terminated by either party. In the event either Party desires to terminate this Agreement, the desiring Party shall give notice thereof to the other Party by March 31st of any year with termination to be effective on September 30th of such year. Upon termination of this Agreement, neither Party shall not be entitled to any refund of the costs of installation of the Fiber Ring or Extension.
10. Governmental Immunity and Responsibility. Neither Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. Each Party shall be responsible for the acts and negligence of its own officers, employees, agents and volunteers engaged in the performance of this Agreement.
11. Authority. The undersigned officer and/or agents of the Parties hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the Parties.
12. Venue. The Parties agree that if legal action is brought under this Agreement, exclusive venue shall lie in the Courts of Denton County, Texas, and its terms or provisions, as well

as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

13. Severability. In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement 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 terms, sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained here.
14. Amendments. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendment or modification must be in writing and executed by an authorized representative of each Party.
15. Counterparts. This Agreement may be executed in multiple counterparts and shall be binding on and endure to the benefit of each Party and each counterpart shall be deemed an original for all purposes when duly authorized by the governing body of each Party and signed by such Party's duly authorized representative.
16. Other Instruments. The parties agree that they will execute any other instruments and documents that may become necessary or convenient to effectuate and carry out the Fiber Ring or Extension contemplated by this Agreement.

SIGNATURE PAGE(S) FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by each Party. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating Party.

APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:

BY:

Donna Barron, CITY MANAGER

DATE: _____

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

Mary Horn, COUNTY JUDGE

DATE: _____

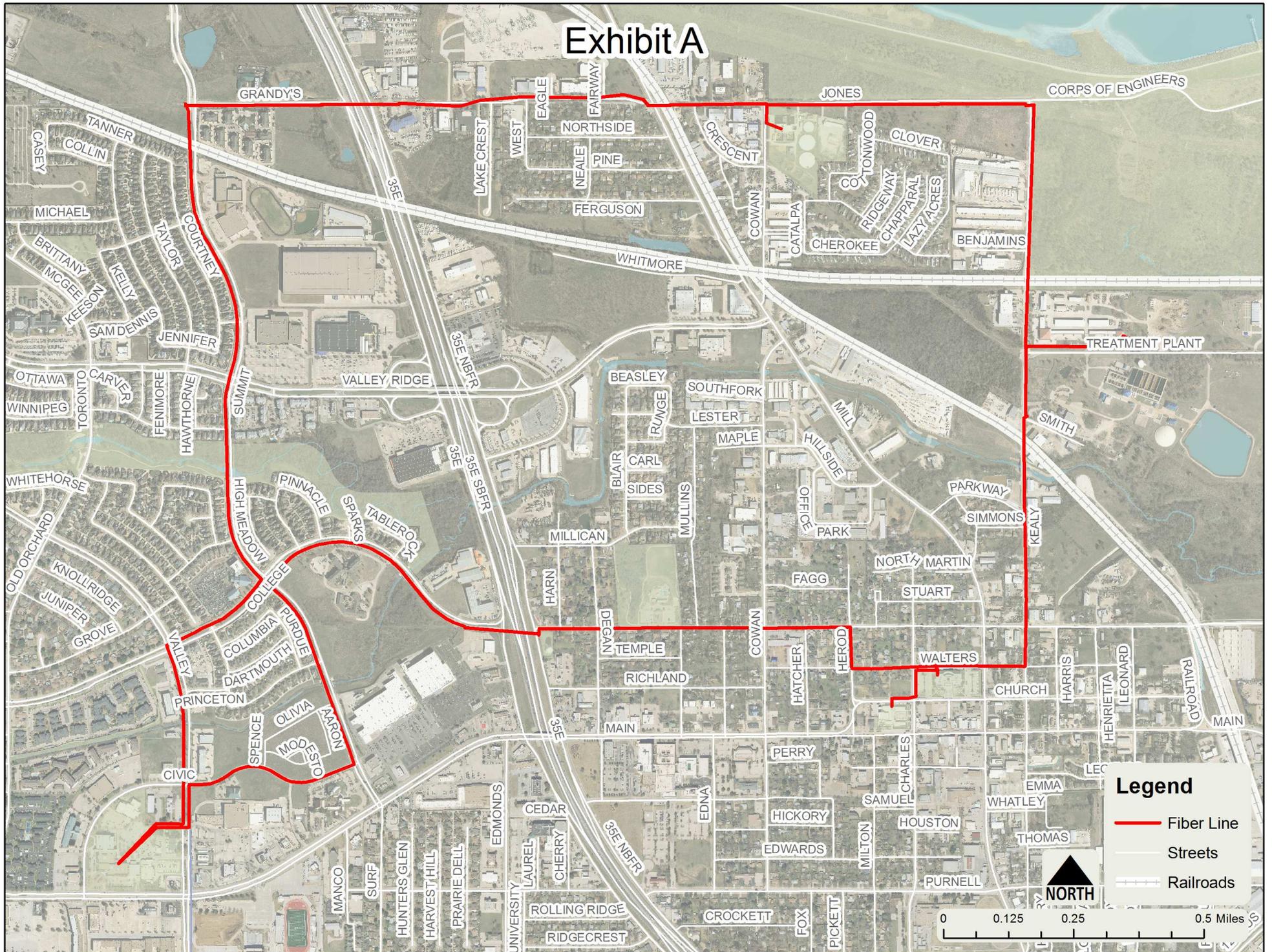
ATTEST:

DEPUTY COUNTY CLERK

APPROVED AS TO FORM:

ASSISTANT DISTRICT ATTORNEY

Exhibit A



City of Lewisville and Denton County

Fiber Ring Augmentation Project 02-16-2015

Scope of Work

1. Begin project at the City Hall Annex building
2. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole outside of the City Hall Annex building.
3. Replace existing 17"x30"x24" handhole with a 3'x5'x3' handhole at the southwest corner of Central Fire Station drive and Valley Parkway.
4. Replace existing 17"x30"x24" handhole with a 3'x5'x3' handhole at Denton County entrance location on Valley Parkway.
5. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole at the northwest corner of Valley Parkway and College Parkway.
6. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole at the northwest corner of College Parkway and Summit Avenue.
7. Replace existing 17"x30"x24" handhole with a 3'x5'x3' handhole at the northwest corner of Summit Avenue and Valley Ridge Boulevard.
8. Bore and place 2-1.25" HDPE SDR-11 innerducts on Grandy's Lane for an estimated distance of 1,000' feet.
9. Place a new handhole, 2'x3'x2' in size, on Grandy's Lane at a point being on the eastern boundary of the existing apartment complex.
10. Bore and place 2-1.25" HDPE SDR-11 innerducts on Grandy's Lane for an estimated distance of 600' feet.
11. Place a new handhole, 2'x3'x2' in size, at a point where the new innerduct will intercept the existing innerduct on Grandy's Lane.
12. Place a new handhole, 2'x3'x2' in size, at a point where the new innerduct will intercept the existing innerduct on Jones Street.
13. Bore and place 2-1.25" HDPE SDR-11 innerducts on Jones Street for an estimated distance of 700' feet.
14. Place a new handhole, 2'x3'x2' in size, at a point where the new innerduct will intercept the existing innerduct on Jones Street.
15. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole at the northwest corner of Jones Street and Mill Street.

16. Place a new handhole, 2'x3'x2' in size, at a point where the new innerduct will intercept the existing innerduct on Jones Street.
17. Bore and place 2-1.25" HDPE SDR-11 innerducts on Jones Street for an estimated distance of 300' feet. Within this run there will be a crossing of the DART / DCTA Railroad. A crossing permit will be required.
18. Place a new handhole, 2'x3'x2' in size, at a point where the new innerduct will intercept the existing innerduct on Jones Street.
19. Place a new splice handhole, 3'x5'x3' in size, at a point where the new innerduct will intercept the existing innerduct at the southwest corner of Jones Street and Cowan Avenue.
20. Bore and place 2-1.25" HDPE SDR-11 innerducts on Jones Street for an estimated distance of 150' feet.
21. Place a new handhole, 2'x3'x2' in size, at a point where the new innerduct will intercept the existing innerduct on Cowan Avenue.
22. Bore and place 2-1.25" HDPE SDR-11 innerducts on Jones Street for an estimated distance of 1,000' feet.
23. Place a new handhole, 2'x3'x2' in size, on Jones Street at a point being between Cowan Avenue and Kealy Avenue.
24. Bore and place 2-1.25" HDPE SDR-11 innerducts on Jones Street for an estimated distance of 1,000' feet.
25. Place a new handhole, 2'x3'x2' in size, on Jones Street at a point being between Cowan Avenue and Kealy Avenue.
26. Bore and place 2-1.25" HDPE SDR-11 innerducts on Jones Street for an estimated distance of 1,000' feet.
27. Place a new handhole, 2'x3'x2' in size, at the southeast corner of Jones Street and Kealy Avenue.
28. Bore and place 2-1.25" HDPE SDR-11 innerducts on Jones Street for an estimated distance of 950' feet.
29. Place a new handhole, 2'x3'x2' in size, on Kealy Avenue at a point being south of Jones Street.
30. Bore and place 2-1.25" HDPE SDR-11 innerducts on Kealy Avenue for an estimated distance of 950' feet.
31. Place a new handhole, 2'x3'x2' in size, on Kealy Avenue at a point being north of the Kansas City Southern Railroad

32. Bore and place 2-1.25" HDPE SDR-11 innerducts on Jones Street for an estimated distance of 950' feet. Within this run there will be a crossing of the Kansas City Southern Railroad. A crossing permit will be required.
33. Replace existing 17"x30"x24" handhole with a 3'x5'x3' handhole at the northwest corner of Kealy Avenue and Sewer Treatment Plant Road where the new innerduct will intercept the existing innerduct.
34. Place a new handhole, 2'x3'x2' in size, at a point where the new innerduct will intercept the existing innerduct on Kealy Avenue at a point being north of the railroad.
35. Bore and place 2-1.25" HDPE SDR-11 innerducts on Kealy Avenue for an estimated distance of 400' feet. Within this run there will be a crossing of the DART / DCTA Railroad. A crossing permit will be required.
36. Place a new handhole, 3'x5'x3' in size, on Kealy Avenue at a point being south of the railroad where the new innerduct will intercept the existing innerduct feeding from the railroad connection point.
37. Bore and place 2-1.25" HDPE SDR-11 innerducts on Kealy Avenue for an estimated distance of 850' feet.
38. Place a new handhole, 2'x3'x2' in size, on Kealy Avenue at a point being between Parkway Street and Simmons Avenue.
39. Bore and place 2-1.25" HDPE SDR-11 innerducts on Kealy Avenue for an estimated distance of 850' feet.
40. Place a new handhole, 2'x3'x2' in size, on Kealy Avenue at a point being between Simmons Avenue and College Street.
41. Bore and place 2-1.25" HDPE SDR-11 innerducts on Kealy Avenue for an estimated distance of 850' feet.
42. Place a new handhole, 2'x3'x2' in size, at the northwest corner of Kealy Avenue and Walters Street.
43. Bore and place 2-1.25" HDPE SDR-11 innerducts on Walters Street for an estimated distance of 950' feet.
44. Replace existing 17"x30"x24" handhole with a 3'x5'x3' handhole on Walters Street, behind the City Hall building where the new innerduct will intercept the existing innerduct.
45. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole at the northeast corner of Walters Street and Herod Street.

46. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole at the northeast corner of Herod Street and College Street.
47. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole at the northeast corner of College Street and Cowan Avenue.
48. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole on College Street at a point being west of Degan Avenue.
49. Place a new handhole, 2'x3'x2' in size, at a point where the new innerduct will intercept the existing innerduct at the southeast corner of College Street and the Northbound Frontage Road of IH 35E.
50. Bore and place 2-1.25" HDPE SDR-11 innerducts on College Street / College Parkway across the right-of-way of IH 35E for an estimated distance of 1,500' feet. Within this run there will be a crossing of the right-of-way of IH 35E. A TxDOT permit will be required.
51. Place a new handhole, 2'x3'x2' in size, at a point where the new innerduct will intercept the existing innerduct on College Parkway at a point being west of the IH 35E Southbound Frontage Road.
52. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole at the southeast corner of College Parkway and Summit Avenue.
53. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole at the southwest corner of College Parkway and Summit Avenue.
54. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole at the northwest corner of Summit Avenue and Civic Circle.
55. Replace existing 17"x30"x24" handhole with a 2'x3'x2' handhole at the northeast corner of Civic Circle and Valley Parkway.
56. Provide and place #12 AWG locate wire for a total 14,000' feet in the proposed innerduct to be placed.
57. Provide and place 2-96 strand fiber optic cables in the existing innerduct and proposed innerduct from termination points to termination points. One 96 strand fiber optic cable will be designated for the City of Lewisville and will be placed and terminated at their designated locations. The other 96 strand fiber optic cable will be designated for Denton County and will be placed and terminated at their designated locations. In order to accommodate the existing and proposed cables within the route, an appropriate amount of cable slack will be placed in the handholes. Any existing handhole that is

17"x30"x24" in size will have no cable slack placed in the handhole due to a lack storage space in the handhole.

58. At the Communication Tower site, place a 2.0" conduit between the existing City of Lewisville Communications Tower building to the Denton County Communications Tower building for an estimated distance of 100' feet.
59. At the Communication Tower site there are two (2) buildings. City of Lewisville has an existing building and Denton County has an existing building. Place a 2.0" RMC building riser, place a 12"x12"x8" NEMA junction box, and core drill a 2.0" entry point hole, and place a sleeve through the building wall on each of the two (2) buildings.
60. Provide and place a 24 strand fiber optic cable between the City of Lewisville Communication Tower building and the Denton County Communication Tower building for an estimated distance of 300' feet.
61. Provide and place a 24 port Fiber Termination Shelf in the City of Lewisville Communication Tower building and the Denton County Communication Tower building.
62. Cut and restore concrete at various locations in the innerduct placement process for a quantity of 5 each.
63. Bore and place 2-1.25" HDPE SDR-11 innerducts for a total 14,000'
 - 63.1. Quantity shared between City of Lewisville and Denton County is 7,000' each
64. Provide and place 3'x 5'x3' handholes for a quantity of 7 each
 - 64.1. Quantity designated for City of Lewisville connectivity is 4 each
 - 64.2. Quantity designated for Denton County connectivity is 3 each
65. Provide and place 2'x 3'x2' handholes for a quantity of 30 each
 - 65.1. Quantity shared between City of Lewisville and Denton County is 15 each
66. Existing handholes to enter is a total of 4 each
 - 66.1. Quantity shared between City of Lewisville and Denton County is 2 each
67. Removal of existing 17"x30"x24" handholes for a quantity of 14 each
 - 67.1. Quantity shared between City of Lewisville and Denton County is 7 each

68. Provide and place 96 strand single-mode fiber optic cable for a quantity of 95,000' feet
 - 68.1. Quantity placed for City of Lewisville is 50,000' feet
 - 68.2. Quantity placed for Denton County is 45,000' feet
69. Provide and place #12 AWG locate wire for a total 14,000' feet
 - 69.1. Quantity shared between City of Lewisville and Denton County is 7,000' feet each
70. Fusion splice fiber equipped with splice sleeves at 1,296 each
 - 70.1. Quantity spliced for City of Lewisville is 672 each
 - 70.2. Quantity spliced for Denton County is 624 each
71. Test fibers between splice points in route for a quantity of 504 each
 - 71.1. Quantity tested for City of Lewisville is 288 each
 - 71.1.1. Quantity tested between City Hall Annex and City Hall is 96 each
 - 71.1.2. Quantity tested between City Hall and Communication Tower Hut is 96 each
 - 71.1.3. Quantity tested between Communication Tower Hut and City Hall Annex is 96 each
 - 71.2. Quantity tested for Denton County is 216 each
 - 71.2.1. Quantity tested between DC Gov Ctr and DCTA connection point clockwise is 96 each
 - 71.2.2. Quantity tested between DC Gov Ctr and DCTA connection point counter clockwise is 96 each
 - 71.2.3. Quantity tested between Communication Tower sites is 24 each
72. Provide and place Coyote 8.5" x 22" splice closure for a quantity of 4 each
 - 72.1. Quantity designated for City of Lewisville connectivity is 1 each
 - 72.2. Quantity designated for Denton County connectivity is 3 each
73. Provide and place 24 port Fiber Termination Shelf for a quantity of 2 each
 - 73.1. Quantity designated for Denton County connectivity is 2 each
74. Provide and place 96 port Fiber Termination Shelf for a quantity of 8 each
 - 74.1. Quantity designated for City of Lewisville connectivity is 6 each
 - 74.2. Quantity designated for Denton County connectivity is 2 each
75. Cut and restore concrete locations for a quantity of 10 each
 - 75.1. Quantity designated for City of Lewisville connectivity is 5 each
 - 75.2. Quantity designated for Denton County connectivity is 5 each
76. Provide and permit railroad crossings/ for a quantity of 3 each

- 76.1 The railroad permits are as follows: Provide and permit railroad crossing on the Kansas City Southern Railroad on Kealy Avenue. Provide and permit railroad crossing on the DART / DCTA Railroad on Jones Street. Provide and permit railroad crossing on the DART / DCTA Railroad on Kealy Avenue.
- 76.2. Quantity designated for City of Lewisville connectivity is 1.5 each
- 76.3. Quantity designated for Denton County connectivity is 1.5 each



Project Owner : Denton County
Project Description : Place 3-1.25" HDPE SDR-11 innerducts and 24 strand OSP rated single-mode fiber optic cable from existing City of Lewisville handhole to termination point within existing Children's Advocacy Center for Denton County building located on Cain Drive in Lewisville, Texas

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Exhibit B



Legend

-  Fiber Line
-  Streets
-  Railroads



0 0.125 0.25 0.5 Miles

Denton County

Children's Advocacy Center for Denton County Connectivity Project

Scope of Work

1. Begin project at existing handhole located at the northwest corner of Summit Avenue and Valley Ridge Boulevard
2. Bore and place 3-1.25" HDPE SDR-11 innerducts on Valley Ridge Boulevard for an estimated distance of 1,500' feet.
3. Place a new handhole, 2'x3'x2' in size, at the northeast corner of Valley Ridge Boulevard and McGee Lane.
4. Bore and place 3-1.25" HDPE SDR-11 innerducts on McGee Lane for an estimated distance of 1,650' feet.
5. Place a new handhole, 2'x3'x2' in size, on McGee Lane, being south of Lindsey Trail.
6. Bore and place 3-1.25" HDPE SDR-11 innerducts on McGee Lane for an estimated distance of 1,650' feet.
7. Place a new handhole, 2'x3'x2' in size, on McGee Lane, being south of Grandy's Lane.
8. Bore and place 3-1.25" HDPE SDR-11 innerducts on McGee Lane for an estimated distance of 1,300' feet. Within this run there will be a crossing of the Kansas City Southern Railroad. A crossing permit will be required.
9. Place a new handhole, 2'x3'x2' in size, at the northeast corner of McGee Lane and Daffodil Lane.
10. Bore and place 3-1.25" HDPE SDR-11 innerducts on Daffodil Lane for an estimated distance of 1,000' feet.
11. Place a new handhole, 2'x3'x2' in size, at the northeast corner of Daffodil Lane and Mimosa Lane.
12. Bore and place 3-1.25" HDPE SDR-11 innerducts on Mimosa Lane for an estimated distance of 400' feet.
13. Place a new handhole, 2'x3'x2' in size, at the northeast corner of Mimosa Lane and Chinaberry Drive.
14. Bore and place 3-1.25" HDPE SDR-11 innerducts on Chinaberry Drive for an estimated distance of 900' feet.

15. Place a new handhole, 2'x3'x2' in size, at the northwest corner of Chinaberry Drive and Cain Drive.
16. Bore and place 3-1.25" HDPE SDR-11 innerducts on Cain Drive for an estimated distance of 300' feet.
17. Place a new handhole, 2'x3'x2' in size, at the northeast corner of Cain Drive and building entrance drive.
18. Bore and place 3-1.25" HDPE SDR-11 innerducts on the private property of the Children's Advocacy Center for Denton County building for an estimated distance of 300' feet.
19. At the Children's Advocacy Center for Denton County building, place a 4.0" RMC building riser, place a 12"x12"x8" NEMA junction box, and core drill a 2.0" entry point hole and place sleeve through building wall.
20. Provide and place #12 AWG locate wire for a total 9,000' feet in the proposed innerduct to be placed.
21. Provide and place 24 strand fiber optic cable in the innerduct as placed. All handholes will have 50' feet of cable slack placed within them. The termination points will have 50' feet of cable slack at each end
22. Fusion splice fiber connections equipped with splice sleeves at 48 each.
23. Test fibers between Valley Ridge/Summit splice point and Children's Advocacy Center for Denton County building for a quantity of 24 each.
24. Provide and place Coyote 8.5" x 22" splice closure at the fiber splice point handhole at the corner of Valley Ridge and Summit for a quantity of 1 each.
25. Provide and place a 24 port Fiber Termination Shelf in the Children's Advocacy Center for Denton County building.
26. Cut and restore concrete at various locations in the innerduct placement process for a quantity of 5 each.
27. Provide and permit railroad crossing on the Kansas City Southern Railroad on McGee Lane.



Henkels & McCoy, Inc.

City of Lewisville - City Ring Augmentation - 96 Fiber Placement - Final Pricing 02-16-15

Description	UOM	Quantity	Unit Pricing			Subtotal	
			Labor	Material	Labor	Material	
Bore and Place (1) 1½" OD HDPE Duct	FOOT	23,000	\$ 7.32	\$ 0.85	\$ 168,360.00	\$ 19,550.00	
Bore and Place (1) 1½" OD HDPE Duct- Additional	FOOT	32,000	\$ 1.63	\$ 0.85	\$ 52,160.00	\$ 27,200.00	
Trench and Place (1) 1½" OD HDPE Duct	FOOT		\$ 4.20	\$ 0.85	\$ -	\$ -	
Trench and Place (1) 1½" ODHDPE Duct Additional	FOOT		\$ 0.53	\$ 0.85	\$ -	\$ -	
Install 3' X 5' X 3' Handhole	EACH	7	\$ 407.02	\$ 1,100.00	\$ 2,849.14	\$ 7,700.00	
Install 2' X 3' X 2' Handhole	EACH	30	\$ 407.02	\$ 567.00	\$ 12,210.60	\$ 17,010.00	
Existing Handhole Entry (Excavation/Penetration)	EACH	4	\$ 288.75	\$ 15.00	\$ 1,155.00	\$ 60.00	
Removal of Existing Handhole	EACH	14	\$ 407.02	\$ -	\$ 5,698.28	\$ -	
Place Fiber (12F)	FOOT		\$ 0.70	\$ 0.29	\$ -	\$ -	
Place Fiber (24F)	FOOT	9,800	\$ 0.70	\$ 0.38	\$ 6,860.00	\$ 3,724.00	
Place Fiber (36F)	FOOT		\$ 0.70	\$ 0.56	\$ -	\$ -	
Place Fiber (48F)	FOOT		\$ 0.70	\$ 0.56	\$ -	\$ -	
Place Fiber (72F)	FOOT		\$ 0.70	\$ 0.76	\$ -	\$ -	
Place Fiber (96F)	FOOT	95,000	\$ 0.70	\$ 0.97	\$ 66,500.00	\$ 92,150.00	
Place Fiber (144F)	FOOT		\$ 0.70	\$ 1.47	\$ -	\$ -	
Place Fiber (192F)	FOOT		\$ 0.70	\$ 1.75	\$ -	\$ -	
Install Locate Wire #12 AWG	FOOT	23,000	\$ 0.08	\$ 0.22	\$ 1,840.00	\$ 5,060.00	
Splice and Terminate Fiber	FIBER	1344	\$ 39.38	\$ 1.27	\$ 52,926.72	\$ 1,706.88	
Test Fiber	STRAND	528	\$ 13.13	\$ 1.52	\$ 6,932.64	\$ 802.56	
Install Coyote Preformed Splice Case (8.5" x 22" equipped with trays and hardware)	EACH	3	\$ 164.06	\$ 938.60	\$ 492.18	\$ 2,815.80	
Install Coyote Preformed Splice Case (6.5" x 22" equipped with trays and hardware)	EACH		\$ 144.38	\$ 553.94	\$ -	\$ -	
Install Coyote Preformed Splice Case WITH Mid Entry Splice (8.5" x 22" eq/w trays and hardware)	EACH	1	\$ 218.40	\$ 938.60	\$ 218.40	\$ 938.60	
Install Coyote Preformed Splice Case WITH Mid Entry Splice (8.5" x 22" eq/w trays and hardware)	EACH		\$ 218.40	\$ 553.94	\$ -	\$ -	
8A Install ADC FL2000 Fiber Shelf (12F)	EACH		\$ 56.25	\$ 646.92	\$ -	\$ -	
8B Install ADC FL2000 Fiber Shelf (24F)	EACH	3	\$ 62.50	\$ 1,363.71	\$ 187.50	\$ 4,091.13	
8C Install ADC FL2000 Fiber Shelf (36F)	EACH		\$ 68.75	\$ 1,710.12	\$ -	\$ -	
8D Install ADC FL2000 Fiber Shelf (48F)	EACH		\$ 75.00	\$ 2,237.66	\$ -	\$ -	
8E Install ADC FL2000 Fiber Shelf (72F)	EACH		\$ 87.50	\$ 3,320.52	\$ -	\$ -	
8F Install ADC FL2000 Fiber Shelf (96F)	EACH	8	\$ 100.00	\$ 4,293.71	\$ 800.00	\$ 34,349.68	
8G Install ADC FL2000 Fiber Shelf (144F)	EACH		\$ 110.50	\$ 5,231.49	\$ -	\$ -	
Cut and Restore Asphalt	CUBIC YARD		\$ 399.00	\$ 80.00	\$ -	\$ -	
Cut and Restore Concrete	CUBIC YARD	15	\$ 504.00	\$ 160.00	\$ 7,560.00	\$ 2,400.00	
Building Entrance w/ 2.0" Riser (Includes riser pipe, NEMA box, mounting hardware, building penetration, and sleeve) NO INSIDE WORK	EACH		\$ 400.00	\$ 200.00	\$ -	\$ -	
Building Entrance w/ 4.0" Riser (Includes riser pipe, NEMA box, mounting hardware, building penetration, and sleeve) NO INSIDE WORK	EACH		\$ 500.00	\$ 300.00	\$ -	\$ -	
Removal of Fiber Cable	FEET		\$ 0.45	\$ -	\$ -	\$ -	
Railroad Permits	EACH	4	\$ 10,000.00		\$ 40,000.00		
					\$ 426,750.46	\$ 219,558.65	
					Grand Total: \$	646,309.11	



Henkels & McCoy, Inc.

City of Lewisville - City Ring Augmentation - 96 Fiber Placement - Final Pricing 02-16-15 - City of Lewisville

Description	UOM	Quantity	Unit Pricing			Subtotal	
			Labor Sale	Material Sale	Labor	Material	
Bore and Place (1) 1½" OD HDPE Duct	FOOT	7,000	\$ 7.32	\$ 0.85	\$ 51,240.00	\$ 5,950.00	
Bore and Place (1) 1½" OD HDPE Duct- Additional	FOOT	7,000	\$ 1.63	\$ 0.85	\$ 11,410.00	\$ 5,950.00	
Trench and Place (1) 1½" OD HDPE Duct	FOOT		\$ 4.20	\$ 0.85	\$ -	\$ -	
Trench and Place (1) 1½" ODHDPE Duct Additional	FOOT		\$ 0.53	\$ 0.85	\$ -	\$ -	
Install 3' X 5' X 3' Handhole	EACH	4	\$ 407.02	\$ 1,100.00	\$ 1,628.08	\$ 4,400.00	
Install 2' X 3' X 2' Handhole	EACH	11	\$ 407.02	\$ 567.00	\$ 4,477.22	\$ 6,237.00	
Existing Handhole Entry (Excavation/Penetration)	EACH	2	\$ 288.75	\$ 15.00	\$ 577.50	\$ 30.00	
Removal of Existing Handhole	EACH	7	\$ 407.02	\$ -	\$ 2,849.14	\$ -	
Place Fiber (12F)	FOOT		\$ 0.70	\$ 0.29	\$ -	\$ -	
Place Fiber (24F)	FOOT		\$ 0.70	\$ 0.38	\$ -	\$ -	
Place Fiber (36F)	FOOT		\$ 0.70	\$ 0.56	\$ -	\$ -	
Place Fiber (48F)	FOOT		\$ 0.70	\$ 0.56	\$ -	\$ -	
Place Fiber (72F)	FOOT		\$ 0.70	\$ 0.76	\$ -	\$ -	
Place Fiber (96F)	FOOT	50,000	\$ 0.70	\$ 0.97	\$ 35,000.00	\$ 48,500.00	
Place Fiber (144F)	FOOT		\$ 0.70	\$ 1.47	\$ -	\$ -	
Place Fiber (192F)	FOOT		\$ 0.70	\$ 1.75	\$ -	\$ -	
Install Locate Wire #12 AWG	FOOT	7,000	\$ 0.08	\$ 0.22	\$ 560.00	\$ 1,540.00	
Splice and Terminate Fiber	FIBER	672	\$ 39.38	\$ 1.27	\$ 26,463.36	\$ 853.44	
Test Fiber	STRAND	288	\$ 13.13	\$ 1.52	\$ 3,781.44	\$ 437.76	
Install Coyote Preformed Splice Case (8.5" x 22" equipped with trays and hardware)	EACH	1	\$ 164.06	\$ 938.60	\$ 164.06	\$ 938.60	
Install Coyote Preformed Splice Case (6.5" x 22" equipped with trays and hardware)	EACH		\$ 144.38	\$ 553.94	\$ -	\$ -	
Install Coyote Preformed Splice Case WITH Mid Entry Splice (8.5" x 22" eq/w trays and hardware)	EACH		\$ 218.40	\$ 938.60	\$ -	\$ -	
Install Coyote Preformed Splice Case WITH Mid Entry Splice (8.5" x 22" eq/w trays and hardware)	EACH		\$ 218.40	\$ 553.94	\$ -	\$ -	
8A Install ADC FL2000 Fiber Shelf (12F)	EACH		\$ 56.25	\$ 646.92	\$ -	\$ -	
8B Install ADC FL2000 Fiber Shelf (24F)	EACH		\$ 62.50	\$ 1,363.71	\$ -	\$ -	
8C Install ADC FL2000 Fiber Shelf (36F)	EACH		\$ 68.75	\$ 1,710.12	\$ -	\$ -	
8D Install ADC FL2000 Fiber Shelf (48F)	EACH		\$ 75.00	\$ 2,237.66	\$ -	\$ -	
8E Install ADC FL2000 Fiber Shelf (72F)	EACH		\$ 87.50	\$ 3,320.52	\$ -	\$ -	
8F Install ADC FL2000 Fiber Shelf (96F)	EACH	6	\$ 100.00	\$ 4,293.71	\$ 600.00	\$ 25,762.26	
8G Install ADC FL2000 Fiber Shelf (144F)	EACH		\$ 110.50	\$ 5,231.49	\$ -	\$ -	
Cut and Restore Asphalt	CUBIC YARD		\$ 399.00	\$ 80.00	\$ -	\$ -	
Cut and Restore Concrete	CUBIC YARD	5	\$ 504.00	\$ 160.00	\$ 2,520.00	\$ 800.00	
Building Entrance w/ 2.0" Riser (Includes riser pipe, NEMA box, mounting hardware, building penetration, and sleeve) NO INSIDE WORK	EACH		\$ 400.00	\$ 200.00	\$ -	\$ -	
Building Entrance w/ 4.0" Riser (Includes riser pipe, NEMA box, mounting hardware, building penetration, and sleeve) NO INSIDE WORK	EACH		\$ 500.00	\$ 300.00	\$ -	\$ -	
Removal of Fiber Cable	FEET		\$ 0.45	\$ -	\$ -	\$ -	
Railroad Permits	EACH	1.5	\$ 10,000.00		\$ 15,000.00		
					\$ 156,270.80	\$ 101,399.06	
			Grand Total:	\$		257,669.86	

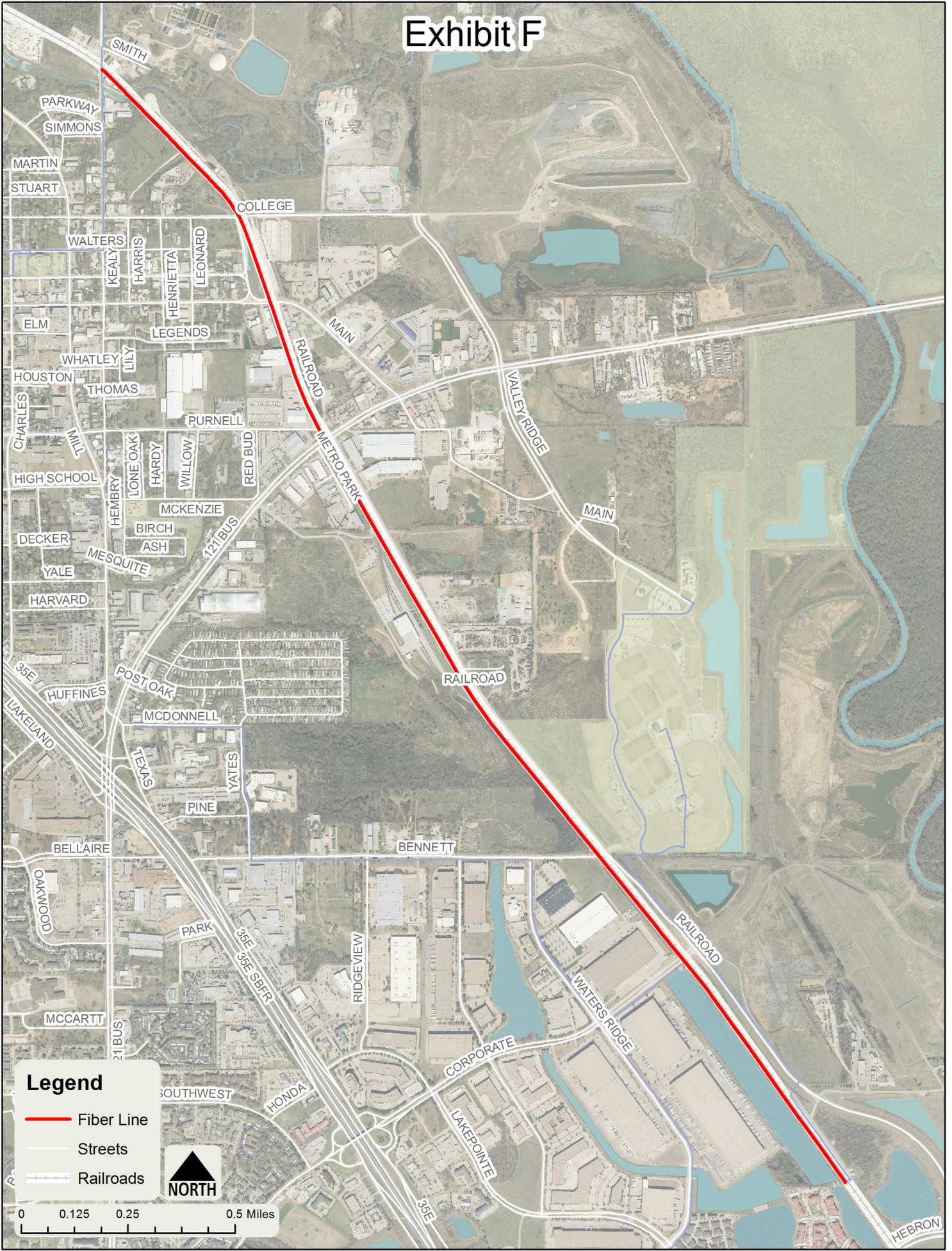


Henkels & McCoy, Inc.

City of Lewisville - City Ring Augmentation - 96 Fiber Placement - Final Pricing 02-16-15 - Denton County

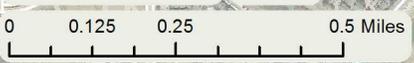
Description	UOM	Quantity	Unit Pricing			Subtotal	
			Labor	Material	Labor	Material	
Bore and Place (1) 1½" OD HDPE Duct	FOOT	16,000	\$ 7.32	\$ 0.85	\$ 117,120.00	\$ 13,600.00	
Bore and Place (1) 1½" OD HDPE Duct- Additional	FOOT	25,000	\$ 1.63	\$ 0.85	\$ 40,750.00	\$ 21,250.00	
Trench and Place (1) 1½" OD HDPE Duct	FOOT		\$ 4.20	\$ 0.85	\$ -	\$ -	
Trench and Place (1) 1½" ODHDPE Duct Additional	FOOT		\$ 0.53	\$ 0.85	\$ -	\$ -	
Install 3' X 5' X 3' Handhole	EACH	3	\$ 407.02	\$ 1,100.00	\$ 1,221.06	\$ 3,300.00	
Install 2' X 3' X 2' Handhole	EACH	19	\$ 407.02	\$ 567.00	\$ 7,733.38	\$ 10,773.00	
Existing Handhole Entry (Excavation/Penetration)	EACH	2	\$ 288.75	\$ 15.00	\$ 577.50	\$ 30.00	
Removal of Existing Handhole	EACH	7	\$ 407.02	\$ -	\$ 2,849.14	\$ -	
Place Fiber (12F)	FOOT		\$ 0.70	\$ 0.29	\$ -	\$ -	
Place Fiber (24F)	FOOT	9,800	\$ 0.70	\$ 0.38	\$ 6,860.00	\$ 3,724.00	
Place Fiber (36F)	FOOT		\$ 0.70	\$ 0.56	\$ -	\$ -	
Place Fiber (48F)	FOOT		\$ 0.70	\$ 0.56	\$ -	\$ -	
Place Fiber (72F)	FOOT		\$ 0.70	\$ 0.76	\$ -	\$ -	
Place Fiber (96F)	FOOT	45,000	\$ 0.70	\$ 0.97	\$ 31,500.00	\$ 43,650.00	
Place Fiber (144F)	FOOT		\$ 0.70	\$ 1.47	\$ -	\$ -	
Place Fiber (192F)	FOOT		\$ 0.70	\$ 1.75	\$ -	\$ -	
Install Locate Wire #12 AWG	FOOT	16,000	\$ 0.08	\$ 0.22	\$ 1,280.00	\$ 3,520.00	
Splice and Terminate Fiber	FIBER	672	\$ 39.38	\$ 1.27	\$ 26,463.36	\$ 853.44	
Test Fiber	STRAND	240	\$ 13.13	\$ 1.52	\$ 3,151.20	\$ 364.80	
Install Coyote Preformed Splice Case (8.5" x 22" equipped with trays and hardware)	EACH	2	\$ 164.06	\$ 938.60	\$ 328.12	\$ 1,877.20	
Install Coyote Preformed Splice Case (6.5" x 22" equipped with trays and hardware)	EACH		\$ 144.38	\$ 553.94	\$ -	\$ -	
Install Coyote Preformed Splice Case WITH Mid Entry Splice (8.5" x 22" eq/w trays and hardware)	EACH	1	\$ 218.40	\$ 938.60	\$ 218.40	\$ 938.60	
Install Coyote Preformed Splice Case WITH Mid Entry Splice (8.5" x 22" eq/w trays and hardware)	EACH		\$ 218.40	\$ 553.94	\$ -	\$ -	
8A Install ADC FL2000 Fiber Shelf (12F)	EACH		\$ 56.25	\$ 646.92	\$ -	\$ -	
8B Install ADC FL2000 Fiber Shelf (24F)	EACH	3	\$ 62.50	\$ 1,363.71	\$ 187.50	\$ 4,091.13	
8C Install ADC FL2000 Fiber Shelf (36F)	EACH		\$ 68.75	\$ 1,710.12	\$ -	\$ -	
8D Install ADC FL2000 Fiber Shelf (48F)	EACH		\$ 75.00	\$ 2,237.66	\$ -	\$ -	
8E Install ADC FL2000 Fiber Shelf (72F)	EACH		\$ 87.50	\$ 3,320.52	\$ -	\$ -	
8F Install ADC FL2000 Fiber Shelf (96F)	EACH	2	\$ 100.00	\$ 4,293.71	\$ 200.00	\$ 8,587.42	
8G Install ADC FL2000 Fiber Shelf (144F)	EACH		\$ 110.50	\$ 5,231.49	\$ -	\$ -	
Cut and Restore Asphalt	CUBIC YARD		\$ 399.00	\$ 80.00	\$ -	\$ -	
Cut and Restore Concrete	CUBIC YARD	10	\$ 504.00	\$ 160.00	\$ 5,040.00	\$ 1,600.00	
Building Entrance w/ 2.0" Riser (Includes riser pipe, NEMA box, mounting hardware, building penetration, and sleeve) NO INSIDE WORK	EACH		\$ 400.00	\$ 200.00	\$ -	\$ -	
Building Entrance w/ 4.0" Riser (Includes riser pipe, NEMA box, mounting hardware, building penetration, and sleeve) NO INSIDE WORK	EACH		\$ 500.00	\$ 300.00	\$ -	\$ -	
Removal of Fiber Cable	FEET		\$ 0.45	\$ -	\$ -	\$ -	
Railroad Permits	EACH	2.5	\$ 10,000.00		\$ 25,000.00		
					\$ 270,479.66	\$ 118,159.59	
					Grand Total: \$	388,639.25	

Exhibit F



Legend

-  Fiber Line
-  Streets
-  Railroads



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Brenda Martin, Director of Finance

DATE: April 23, 2015

SUBJECT: **Approval of a New Five-Year Agreement With First Southwest Company for Arbitrage Rebate Compliance Service; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

Arbitrage as defined by U.S. Treasury regulations, is the ability to obtain tax-exempt funds and invest those funds in higher yielding taxable securities, resulting in a profit to the issuer. Arbitrage is the profit earned from investing low-yielding tax-exempt bond proceeds in higher yielding taxable securities.

Arbitrage regulations were first implemented in 1969. Tax law changes almost every year since 1969 have increased and modified the arbitrage regulations. With the arbitrage regulations being almost annually modified in some aspect, proper compliance of the various rules requires an understanding of the rules that apply on the delivery date of each bond issue outstanding.

Failure to comply with the arbitrage restriction requirements could result in the loss of the bond issue's tax-exemption.

First Southwest serves as independent arbitrage rebate and post issuance compliance provider to approximately 475 clients across 23 states, comprising more than 2,800 bond issues with an aggregate par value of approximately \$160 billion. These entities include the cities of Abilene, Addison, Allen, Amarillo, Arlington, Carrollton, Dallas, Denton, El Paso, Flower Mound, Fort Worth, Frisco, Garland, Grand Prairie, Grapevine, Highland Village, Midland, North Richland Hills, Plano, Richardson, Rockwall, Southlake, The Colony, Waco, and Wichita Falls (to name a few in TX).

ANALYSIS

Due to the highly specialized nature of arbitrage calculation and the prerequisite ongoing knowledge of the U.S. tax code regulations as they pertain to arbitrage, additional professional staffing to perform this calculation in-house would be necessary. This in terms of cost versus benefit would not be practical.

Subject: Arbitrage Compliance Services Agreement
April 23, 2015
Page 2

Another consideration is that First Southwest provides continued monitoring of arbitrage rebates paid to determine if a basis exists for requesting a refund. First Southwest has and will continue to represent the City in these requests in the future.

The proposed agreement reflects a reduction in fees over the prior five-year agreement. For example, for each calculation period, the base fee for each issue is \$1,400, down from the previous amount of \$3,000 for variable rate issues and \$2,000 for fixed rate issues. Per First Southwest, in the current economic environment, investment options and strategies have become less complex and this translates to a reduced level of difficulty in the rebate calculations and time to produce them. Other arbitrage services stated in the contract are at a reduced fee as well. First Southwest actually put these reduced fees in effect during the last contract period per a letter dated March 9, 2011.

RECOMMENDATION

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

**AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES
BETWEEN
CITY OF LEWISVILLE, TEXAS
(Hereinafter Referred to as the "Issuer")
AND
FIRST SOUTHWEST ASSET MANAGEMENT, LLC
(Hereinafter Referred to as "First Southwest")**

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "**Obligations**"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the "**Arbitrage Amount**") from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the "**Code**"). For purposes of this Agreement, the term "Arbitrage Amount" includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

We are pleased to submit the following proposal for consideration; and if the proposal is accepted by the Issuer, it shall become the agreement (the "**Agreement**") between the Issuer and First Southwest effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby First Southwest is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of First Southwest, First Southwest is unable to procure the necessary information required to perform such services.

Covenants of First Southwest

2. We agree to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of First Southwest as such fee is set out in Appendix A attached hereto. First Southwest shall not be responsible for any extraordinary expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
3. We agree to perform the following duties in connection with providing arbitrage rebate compliance services:
 - a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
 - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and
 - c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by First Southwest. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, First Southwest does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements.

Covenants of the Issuer

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
 - a. The fees due to First Southwest in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by First Southwest for each issue of Obligations during the term of this Agreement.
 - b. The Issuer will provide First Southwest all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. First Southwest will rely on the information supplied by the Issuer without inquiry, it being understood that First Southwest will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
 - c. The Issuer will notify First Southwest in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify First Southwest in a timely manner as provided hereinabove, First Southwest shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.
5. In providing the services set forth in this Agreement, it is agreed that First Southwest shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by First Southwest, the Issuer will be responsible for paying the correct Arbitrage Amount and First Southwest's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error.

Obligations Issued Subsequent to Initial Contract

6. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement, if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:
 - a. The Issuer will notify or cause the notification, in writing, to First Southwest of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide First Southwest with such information regarding such Obligations as First Southwest may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to First Southwest with regard to a particular issue, First Southwest shall have no obligation to provide any services hereunder with respect to such issue.
 - b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify First Southwest in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, First Southwest shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

Effective Date of Agreement

7. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or First Southwest upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to First Southwest for services provided and extraordinary expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to the completion of its stated term, all records provided to First Southwest with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer. In addition, the parties hereto agree that, upon termination of this Agreement, First Southwest shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed or performed.

Acceptance of Agreement

8. This Agreement is submitted in duplicate originals. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and First Southwest for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the date appearing below the signature of First Southwest's authorized representative hereon. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by First Southwest that the terms and conditions set forth in this Agreement remain acceptable to First Southwest.

Governing Law

9. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

Acceptance will be indicated on both copies and the return of one executed copy to First Southwest.

Respectfully submitted,

FIRST SOUTHWEST ASSET MANAGEMENT, LLC

By Hill A. Feinberg
Hill A. Feinberg, Chairman & Chief Executive Officer

Date _____

ISSUER'S ACCEPTANCE CLAUSE

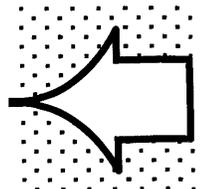
The above and foregoing is hereby in all things accepted and approved by

_____, on this the _____ day of _____, _____.

By _____
Authorized Representative

Title _____

Printed Name _____



APPENDIX A - FEES

The Obligations to be covered initially under this contract include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this contract shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by First Southwest to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by First Southwest if no calculations were required to make the determination.

First Southwest's fee for arbitrage rebate services is based upon a fixed annual fee per issue. The annual fee is charged based upon the number of years that proceeds exist subject to rebate from the delivery date of the issue to the computation date.

First Southwest's fees are payable upon delivery of the report. The first report will be made following one year from the date of delivery of the Obligations and on each computation date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Computation Year shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this contract shall be based on the table below.

Additionally, due to significant time saving efficiencies realized when investment information is submitted in an electronic format, First Southwest passes the savings to its clients by offering a 10% reduction in its fees if information is provided in a spreadsheet or electronic text file format.

Description	Annual Fee
ANNUAL FEE	\$1,400
COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:	
<ul style="list-style-type: none"> • Commingled Funds Analysis & Calculations • Spending Exception Analysis & Calculations • Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.) • Parity Reserve Fund Allocations • Transferred Proceeds Calculations • Universal Cap Calculations • Debt Service Fund Calculations (including earnings test when required) • Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment • Retention of Records Provided for Arbitrage Computations • IRS Audit Assistance • Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule • On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items 	INCLUDED
OTHER SERVICES AVAILABLE:	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	\$750
Commercial Paper Calculations – Per allocated issue	\$1,600

EXPLANATION OF TERMS:

- a. **Computation Year:** A "Computation Year" represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year period thereafter. Therefore, if a calculation is required that covers more than one "computation year," the annual fee is multiplied by the number of computation years contained in the calculation being performed. If a calculation includes a portion of a computation year, i.e., if the calculation includes 1 ½ computation years, then the base fee will be multiplied by 1.5.
- b. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- c. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a "bond year" basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.
- d. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of \$25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be "carved out" for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted "safe-harbor" methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. First Southwest uses one of the applicable safe-harbor methods when doing these calculations.
- e. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the "Reserve Fund") into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.
- f. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, "bona fide" (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer's tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. First Southwest performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.
- g. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is "bona fide." For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an "earnings test" be performed on a bona fide debt service fund to determine if the interest earnings reached \$100,000 during the year. In cases where the earnings reach or exceed the \$100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.
- h. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to "transferred proceeds" calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior

issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially “adopts” the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.

- i. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it’s possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a “de-allocation” of proceeds may be required to comply with the limitation rules outlined in the regulations.

- j. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a “temporary period,” during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. First Southwest performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Matt Grebliunas, Human Resources Manager

DATE: April 30, 2015

SUBJECT: **Approval of Revisions to Administrative Policy 2.0 Human Resources – Section IV, Employee Performance Evaluation/Compensation Plan.**

BACKGROUND

Administrative Policy 2.0 Human Resources – Section IV, provides a Hiring Incentive Program for Police Officers and Public Safety Communication personnel. This Incentive Program gives employees the opportunity to receive \$500 compensation if they refer a Police Officer or Public Safety Communication applicant to the City who is hired and complete the Field Training Program. All City Employees are eligible to participate in the Police Officer and Public Safety Communications Hiring Incentive Program with the exception of Department Directors, City Manager, Assistant City Managers, and Human Resources Department Personnel. Also excluded is the Police Department Administrative Staff including Assistant Chiefs, Captains and personnel assigned to conduct backgrounds as part of their normal duties.

Currently, Police Officer and Public Safety Communication Applicants are allowed to name City Employees on their on-line applications as “Recruitment Source”. If the applicant for Police Officer or a Public Safety Communications position is hired, the eligible employee listed on the application as “Recruitment Source” will receive \$250 compensation. Once the hired employee completes the Field Training Program, the recruiting employee will receive additional \$250 compensation. However, the current policy does not include Detention Officer Applicants.

ANALYSIS

Historically, the City of Lewisville has had difficulty filling Police Officer and Public Safety Communication openings, and more recently Detention Officers. The City has a total of fifteen Detention Officer positions and four of those are vacant. Since 2002 under the Hiring Incentive Program, the City has compensated a total of \$9,250 to City employees. Twenty-two applicants were hired from these referrals for either Police Officer or Public Safety Communication positions. In an effort to improve recruitment, staff recommends including Detention Officer Applicants to the Hiring Incentive Program.

RECOMMENDATION

It is City staff recommendation that the Council approve the revisions to Administrative Policy 2.0 Human Resources – Section IV; Employee Performance Evaluation/Compensation Plan.

Effective Date: 08/16/10

Approval: _____

**CITY OF LEWISVILLE
POLICY STATEMENTS**

TOPIC: 2.0 – HUMAN RESOURCES
**REFERENCE: SECTION IV - EMPLOYEE PERFORMANCE EVALUATION/
COMPENSATION PLAN**

I. EMPLOYEE PERFORMANCE EVALUATION/COMPENSATION PLAN

- A. The City Manager is authorized to establish a standardized performance evaluation system to administer performance related pay changes.
- B. General Pay Certification
 - 1. Bilingual Certification Pay
 - a. Bilingual Certification Pay is available to all employees who are certified as bilingual in Spanish and English through the testing standards established and maintained by the Human Resources Department.
 - b. Employees certified as bilingual will be paid an additional \$50 a month.
 - 2. Lifeguard Certification Reimbursement
 - a. The City of Lewisville requires all lifeguards to be certified prior to hire. The City will pay lifeguards up to \$160 as a certification reimbursement. For every fifteen work shifts, lifeguards earn \$40 of certification reimbursement, up to a maximum of \$160.
 - b. Certification reimbursement is paid at the close of the season. In order for lifeguards to be eligible for the reimbursement, they must complete the season in good standing.
 - 3. Police Officer Hiring Incentive Program
 - a. All City Employees are eligible to participate in the Police Officer, Detention Officer, and Public Safety Communications Hiring Incentive Program with the exception of the following personnel:

- (1) Department Directors, City Manager, Assistant City Managers and Human Resources Department Personnel.
- (2) Police Department Administrative Staff including Assistant Chiefs, Captains and personnel assigned to conduct backgrounds as part of their normal duties.

- b. Police Officer, Detention Officer, ~~applicants~~ and Public Safety Communication applicants will be allowed to name City Employees on their on-line applications as “Recruitment Source”.
- c. If the applicant for Police Officer, Detention Officer, or a Public Safety Communications position is hired, the eligible employee listed on the application as “Recruitment Source” will receive \$250 compensation. Once the hired employee completes the Field Training Program, the recruiting employee will receive additional \$250 compensation.

B. Police Department Rank Structure Compensation Plan

1. Certification/Education Pay (\$150 Maximum for Certification or Education, Whichever is Greater).
 - a. Certification pay is available to all sworn positions in the Police Department. The TCLEOSE certificate must be submitted with the Employee Action Notice and the pay will be retroactive to the first day of the pay period in which the certification was approved by TCLEOSE.
 - b. Education pay is available to all sworn positions in the Police Department. A copy of the diploma must be provided by the employees and attached to the Employee Action Notice. The pay will be effective on the first day of the pay period that the employee provides a copy of his diploma, providing there are at least four calendar days left in the pay period.
 - c. Rank employees will be paid \$50 for an Associate Degree or Intermediate Certification, \$100 for a Bachelor's Degree or Advanced Certification, or \$150 for a Master's Degree or a Masters Certification.
 - d. There is a \$150 cap that applies to education/certification pay. Employees are paid for either their education or certification, whichever is greater.

2. Field Training Officer Pay (Assignment Pay)

- a. Field Training Officer (FTO) Pay will be paid to all police officers assigned to the Field Training Program for police recruits. Each FTO will be paid \$100 a month for any month the officer is assigned a recruit through the Field Training Program.
- b. The department is responsible for submitting an Employee Action Notice to the Human Resources Department for processing any changes to FTO pay.

3. Clothing Allowance

- a. The clothing allowance is designed to replace sworn personnel's personal clothing worn in certain assignments that might be destroyed or damaged in the course of completing duties.
- b. All the sworn police personnel assigned to Criminal Investigation Division, the personnel/background investigator, Assistant Police Chiefs and the Police Chief are eligible for an annual clothing allowance not to exceed \$500.
- c. The clothing allowance is disbursed in October and April. Employees assigned to one of the eligible positions receive \$250 after they have been assigned to the eligible position for six months. If the employee has been in the assignment for less than six months, the allowance is prorated to cover only the months the employee was assigned to the eligible position.

C. Fire Department Rank Structure Compensation Plan

1. Certification/Education/Special Assignment Pay (\$150 Maximum for Certification or Education, Whichever is Greater).

- a. Certification Pay is available to all rank positions of the Fire Departments. A copy of the Texas Commission on Fire Protection certification must be attached to the Employee Action Notice, and the pay will be retroactive to the first day of the pay period in which the certification was approved by the Commission.
- b. Education Pay is available to all rank positions in the Fire Department. The pay will go into effect the first day of the pay period that the employee brings his diploma, providing that there are at least four calendar days left in the pay period.

- c. Diver Certification Pay and Arson Investigator Special Assignment Pay are set at \$50 per month. This pay falls under the maximum \$150 cap that applies to other certification/education/special assignment pay. Arson Investigator special assignment pay is only available to employees assigned to the firefighter pay plan who are performing part-time arson investigation duties.
- d. Rank employees will be paid \$50 for an Associate Degree or Intermediate Certification, \$100 for a Bachelor's Degree or Advanced Certification, or \$150 for a Master's Degree or a Masters Certification.
- e. There is a \$150 cap that applies to education/certification/special assignment pay. Employees are paid for either their education or certification, whichever is greater.

2. Paramedic Pay (Assignment Pay)

- a. Paramedic Pay will be paid to all certified fire personnel who are assigned to function as a paramedic.
 - (1) The monthly amount certified fire personnel assigned to the ambulance receive is paid as follows:

(a)	0 - 2 years experience -	\$150
(b)	2 - 8 years experience -	\$200
(c)	8+ years experience -	\$250
 - (2) The monthly amount certified fire personnel assigned to a suppression company receive is \$125.
- b. The department is responsible for submitting an Employee Action Notice to the Human Resources Department for processing for any changes to paramedic pay.

3. Shift Paramedic Preceptor Pay (Assignment Pay)

- a. Shift Paramedic Preceptor Pay will be paid to paramedics assigned to assist in EMS coordination at each fire station housing a medic unit.
- b. Each paramedic assigned to assist in EMS coordination will receive \$100 per month.

C. Quality Achievement Program

1. All General Government Employees are eligible for Quality Achievement Awards if they have had no formal discipline in the last six months and are not currently under a Performance Improvement Plan. Employees are eligible for both monetary and non-monetary awards.
2. Regular part-time employees who work a minimum of 20 hours per week who have been employed for one continuous year are eligible to receive Quality Achievement Pay and Spot Awards.
3. The minimum cash award is \$50 and the maximum award is \$500. No employee may receive more than \$500 per fiscal year. Spot Awards in the form of gift certificates may be redeemed at the Human Resources Department.
4. All General Government Employees are eligible for Quality Leave Hours. Employees are eligible for a maximum of 16 Quality Leave Hours per year, and the hours must be taken within the quarter following the award. Quality Leave Hours are awarded in 4 hour increments. Quality Leave hours shall not be paid out to an employee at termination. Quality Leave hours are treated as time worked for overtime calculation purposes. Regular part-time employees who work a minimum of 20 hours per week and who have been employed for one continuous year are eligible to receive up to 8 hours of Quality Leave.
5. Any employee can nominate another employee by completing a nomination form and forwarding it to the Human Resources Department.
6. A committee of employees with representatives from each department will consider each eligible nomination based on established guidelines to determine the Quality Awards. The awards will be made quarterly. The Committee will be chaired by a member of the Human Resources Department.
7. Supervisors can award Spot Awards to employees for quality performance without committee approval. The supervisors will complete a Spot Award form and present it to the employee for outstanding customer service, productivity or initiative. Spot Awards must meet established criteria and the distribution will be monitored by the Human Resources Department.
8. The employee can redeem the Spot Award at the Human Resources Department for gift certificates not to exceed \$25.00.
9. Decisions made by the Quality Award Committee are not appealable under the Administrative Directive 2.12.7, Employee Complaint/Appeal.

D. City Manager's Outstanding Performance Award

The City Manager may award up to two \$1,000 cash awards to employees who have had a major impact on the overall organization. The award is based on documented past performance of an exceptional nature as well as actions that support the City's vision and values. The recipient(s) are selected annually with the award presented at the annual employee picnic. The City Manager determines award recipients and may deem that no employees are eligible for a particular year.

II. GENERAL PROVISIONS

The City of Lewisville reserves the right to change, modify, amend, revoke, or rescind all or part of this policy in the future.

MEMORANDUM

TO: Donna Barron, City Manager

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

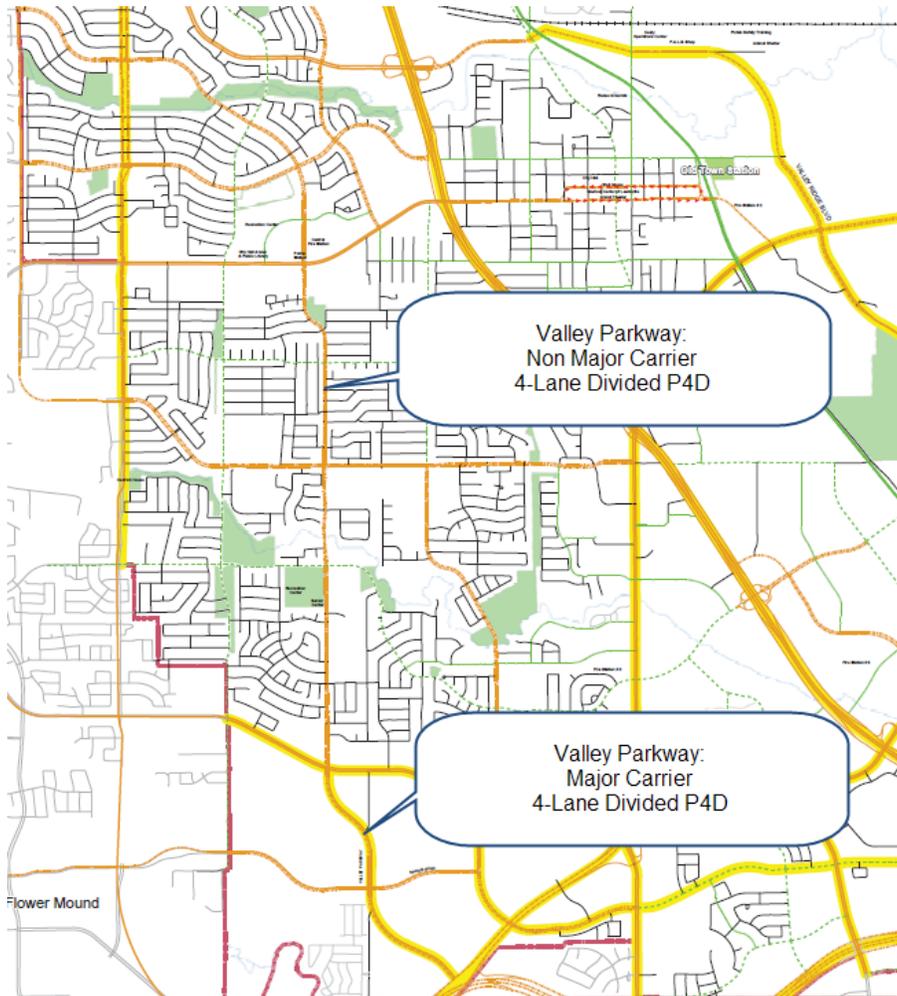
VIA: Eric Ferris, Assistant City Manager

DATE: April 13, 2015

SUBJECT: **Consideration of an Amendment to the City Thoroughfare Plan to Change the Designation of Valley Parkway From Round Grove Road (F.M. 3040) to State Highway 121 From a Major Carrier, Principal 4-Lane Divided (PD4) to a Non-Major Carrier, Principal 4-lane Divided (PD4).**

BACKGROUND

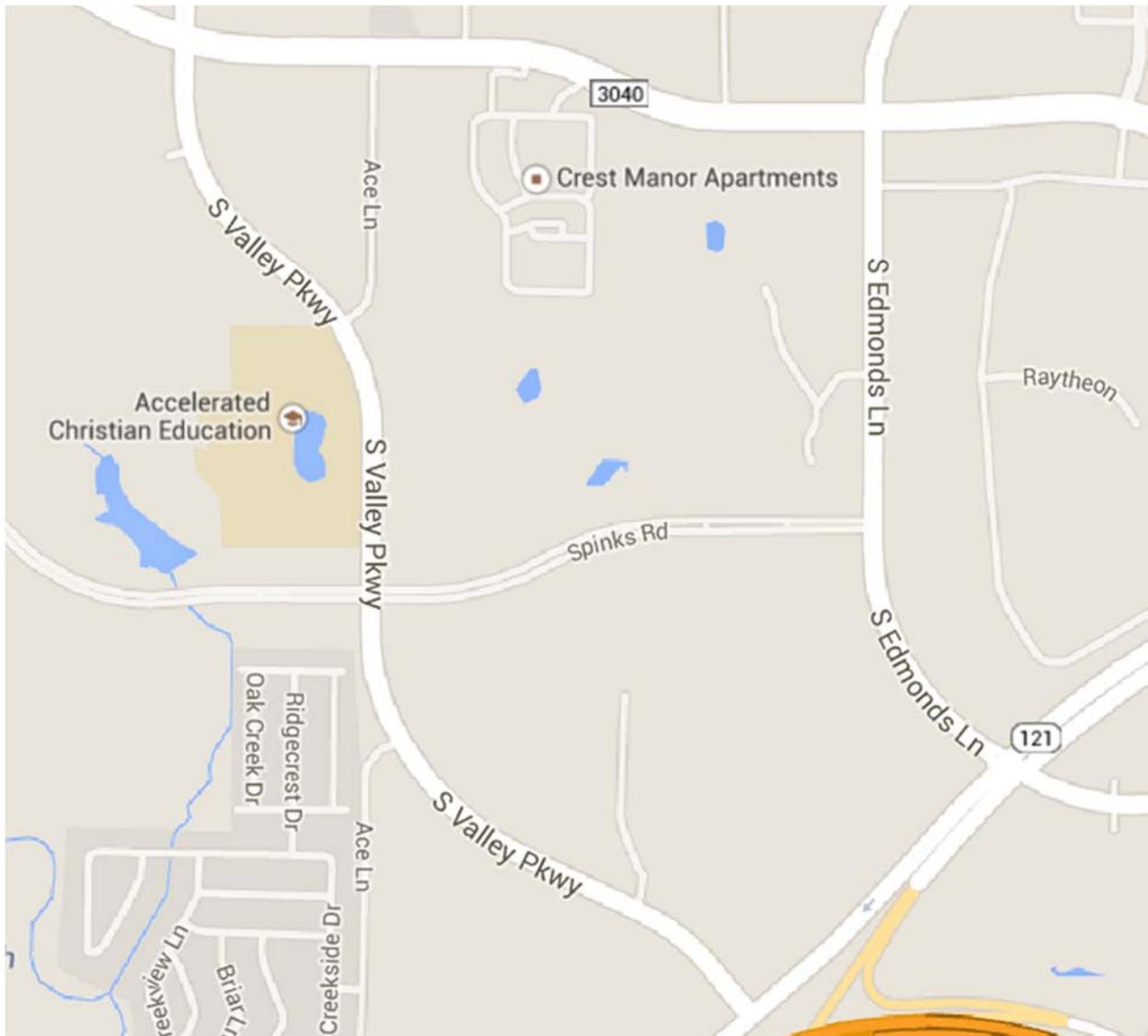
The City of Lewisville’s Master Thoroughfare Plan currently indicates Valley Parkway as a Non Major Carrier, Principal 4-Lane Divided (P4D) from its northern most extent at Garden Ridge Boulevard south to Round Grove Road where it becomes a Major Carrier from Round Grove Road to State Highway 121.



The roadway is a four lane divided roadway along its entire extent. It provides north-south access through the central Lewisville area.

ANALYSIS

The Major Carrier designation is an additional designation beyond the physical classification of the roadway. This designation establishes more restrictive requirements for access along the corridor it is applied to. It is meant to allow a greater focus on traffic demand and traffic flow for certain arterials or portions thereof for roadways that are expected to carry a greater volume of the Lewisville traffic demand. The more stringent access requirements generally improve the traffic flow and progression along the designated route.



(Section of Valley Parkway designated a Major Carrier)

Although the Major Carrier designation can provide a significant benefit to traffic flow, it will by definition impact the development of the properties along the roadway. Stricter driveway access requirements along with deceleration lane requirements affect what developers will plan for the utilization of the properties. The minimum requirement for spacing between median openings along major traffic carriers is ¼ of a mile where the standard for a typical 4-lane divided arterial is only 400 feet. On a Major Traffic Carrier, all commercial developments are required to provide one or more deceleration lanes for driveways on the arterial. Without the Major Carrier designation, only commercial sites 5 acres or larger are required to have deceleration lanes. In addition, the minimum spacing between driveways increases from 100 feet to 230 feet between a standard arterial street and a major traffic carrier. The more restrictive access requirements enable the roadway to carry additional traffic.

Valley Parkway south of Round Grove Road is not expected to experience the kind of demand this designation would warrant. At present Valley Parkway is carrying less than half of the volume of traffic using Edmonds Lane, which is also designated a Major Carrier. Even the future demand growth from the properties along this section of Valley Parkway, once it is developed, is not expected to see the volumes Edmonds Lane experiences thus relaxing the access restrictions will not create a significant traffic delay or cause congestion. Below are recent two way counts for both Valley Parkway and Edmonds Lane.

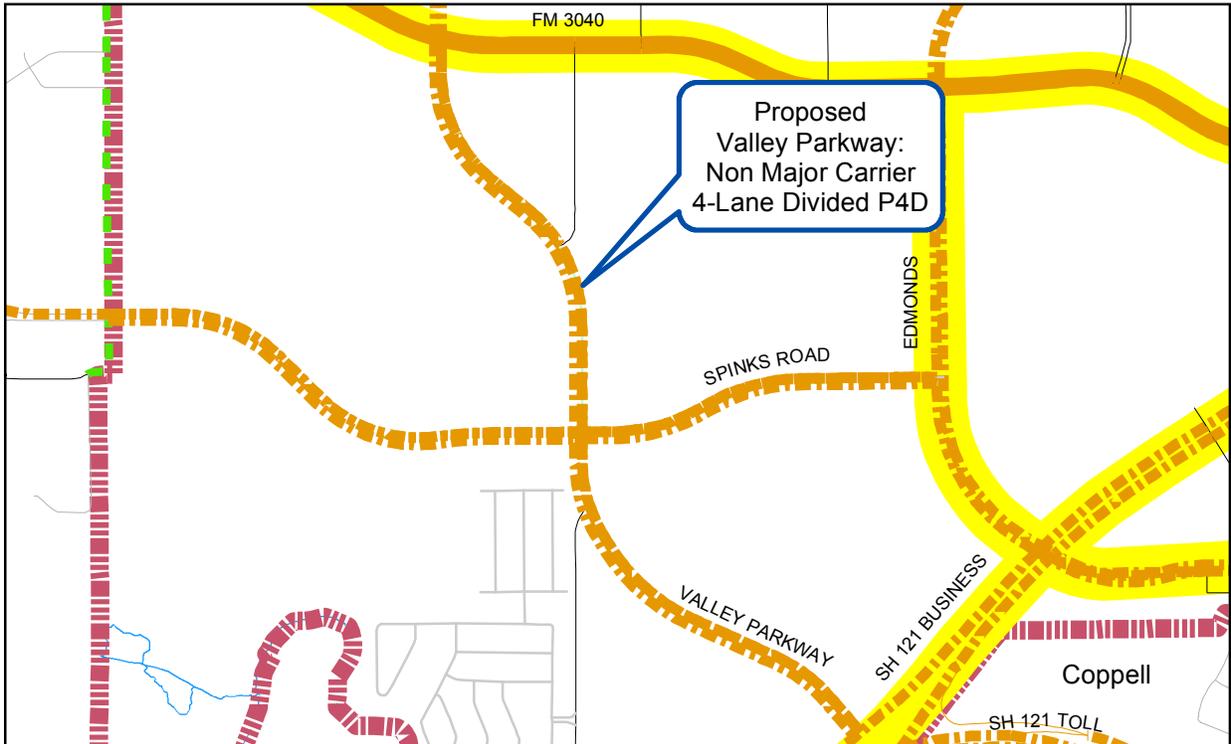
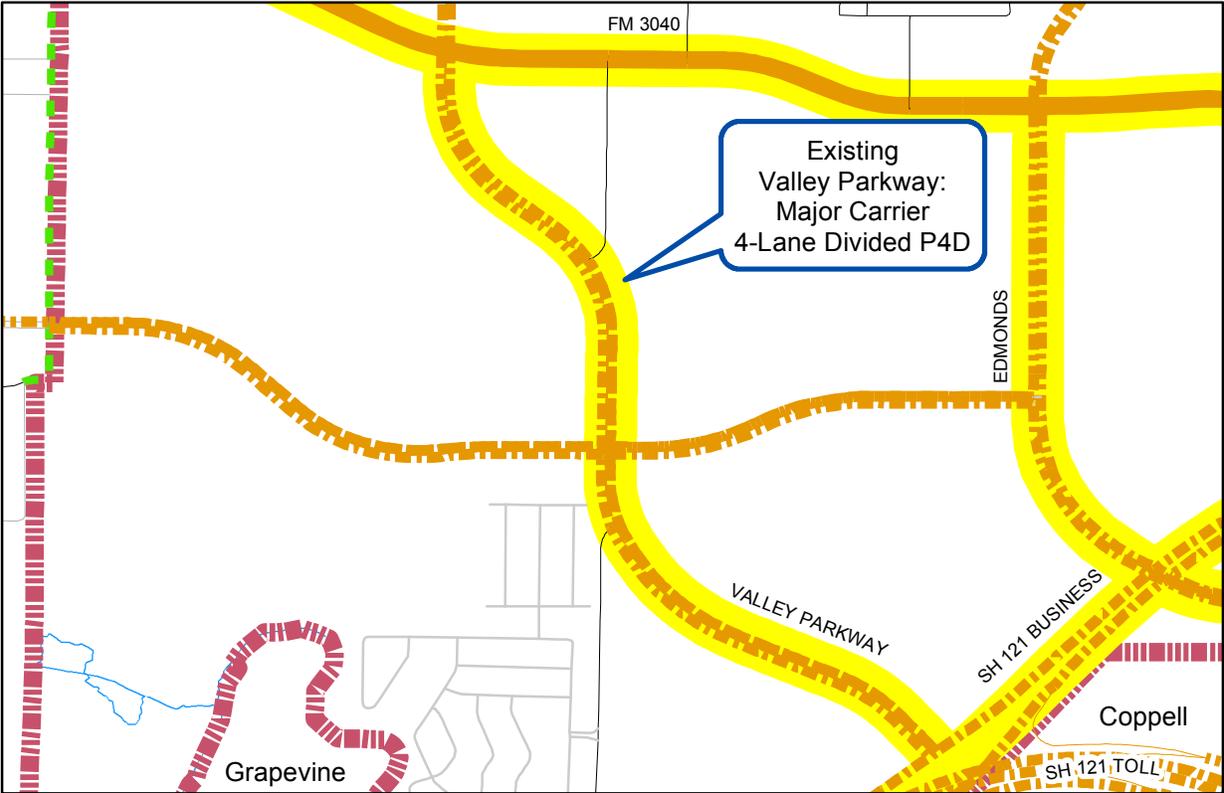
	North of Spinks	South of Spinks	
Valley Pkwy.	6,587	5,226	Veh/day
Edmonds Ln.	13,381	15,850	Veh/day

This is in large part due to the limited access the southern connection to SH 121 provides. It allows only travel to the south for outgoing Valley Parkway traffic except for the few drivers that choose to use the service road u-turn under SH 121 at Denton Creek. For inbound traffic, alternate access points exist prior to the Valley Parkway intersection that provide quicker and more direct access north. Additionally, much of the traffic on southbound Valley in the mornings trying to access the ramp to the south bound SH 121 main lanes directly south of the intersection are not able to make the desired movement due to the extended traffic queues during peak hours on SH 121. The Proposed revision will enable more development flexibility along this segment of Valley Parkway thus supporting Big Move #6, Employment Centers.

The Transportation Board considered this item at the April 7, 2015, meeting and voted six to zero in favor of recommending the amendment to remove the Major Carrier designation on Valley Parkway from Round Grove Road to SH 121.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the amendment to the Thoroughfare Plan removing the Major Carrier designation for Valley Parkway as set forth in the caption above.



LEWISVILLE

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Scale = NTS

LOCATION MAP
FOR
THOROUGHFARE PLAN - VALLEY PARKWAY
EXISTING AND PROPOSED

**MINUTES
TRANSPORTATION BOARD**

**TUESDAY, APRIL 7, 2015
6:35 P.M.**

Item No. 1 Call to Order and Announce a Quorum is Present

Chairman James Davis called the Lewisville Transportation Board meeting to order at 7:07 p.m. and announced that a quorum was present with the following members in attendance:

Sean Kirk
Steven Byars
Brent Daniels
Alvin Turner
Kristin Green
James Davis

Members absent: Brandon Jones

Staff Present: Kevin Nims, David Salmon, Michelle Small, Capt. Kevin Deaver

Item No. 4 – Consideration of an Amendment to the City Thoroughfare Plan to Change the Designation of Valley Parkway from Round Grove Road (F.M. 3040) to State Highway 121 from a Major Carrier to a Minor Carrier and Make a Recommendation to the City Council in Regard to the Amendment.

Kevin Nims presented this item to the Board, stating that both items refer to the Thoroughfare Plan. He clarified that the designation should be changed to a Non Major Carrier rather than a Minor Carrier. Kevin explained the differences in the carrier designations and that if South Valley Parkway was removed as a Major Carrier, it would allow more flexibility in access and development.

- Sean Kirk asked for more detail on the carrier designations. Kevin explained the different restrictions of a major carrier and the impact on development.
- Brent Daniels asked about the commercial warehouses that are existing and proposed in the area and if that will impact traffic flow. Kevin said it will increase some, but not a significant impact.
- Sean Kirk asked if there is some metric measure used to differentiate a major/minor carrier. David explained that some thoroughfares in Lewisville carry 25-50 vehicles per day. Because of the limited connection of Valley Parkway to S.H. 121, it will most likely never carry near that amount. Most drivers choose other options to access S.H. 121.

A motion was made by Kristin Green and seconded by Steven Byars to approve Consideration of an Amendment to the City Thoroughfare Plan to Change the Designation of Valley Parkway from Round Grove Road (F.M. 3040) to State Highway 121 from a Major Carrier to a Minor Carrier and present it to the City Council. There were all ayes and the motion passed.

MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: April 13, 2015

SUBJECT: **Consideration of an Amendment to the City Thoroughfare Plan to Create a New Designation for Main Street From Interstate Highway 35E to Herod Street from a P4D-100' R.O.W. to a P4D Urban-90' R.O.W.**

BACKGROUND

The City of Lewisville's Master Thoroughfare Plan currently indicates Main Street from I-35E to Herod Street as a P4D – 100' R.O.W. This category indicates a 4-lane divided roadway within a 100 foot right-of-way. The actual right-of-way width is 90 feet. The reduced right-of-way extends for the section from I-35E to Herod Street.

ANALYSIS

The present Thoroughfare Plan includes six categories for roadway types:

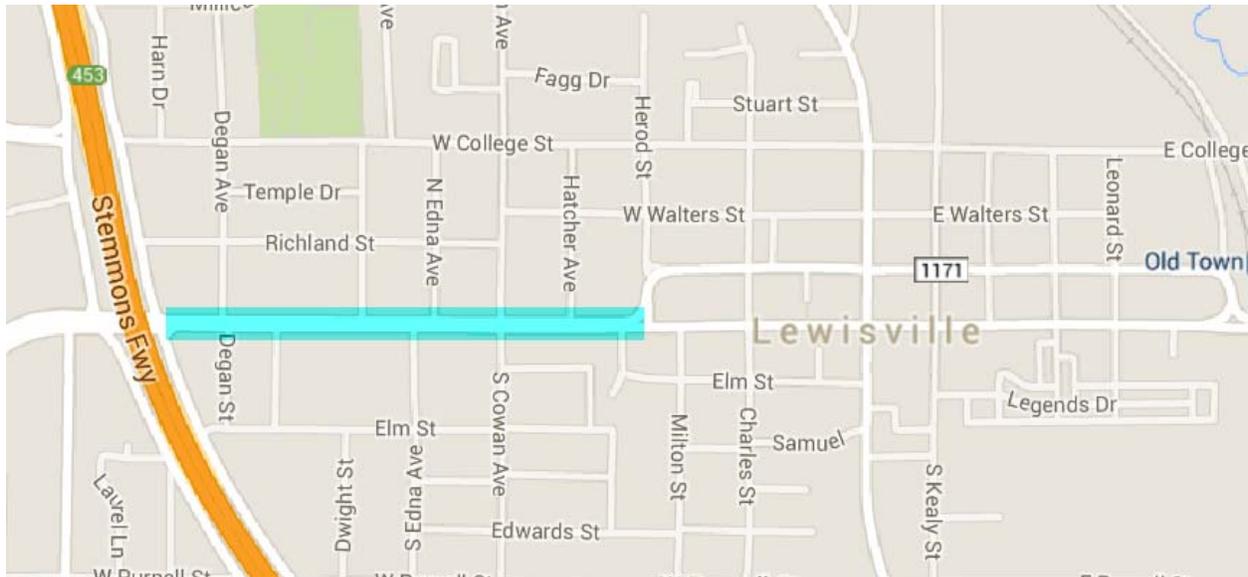
- P6D-120' R.O.W. (Principal Arterial 6 Lane Divided)
- P4D-100' R.O.W. (Principal Arterial 4 Lane Divided)
- One Way Arterial
- C4U-80' R.O.W. (Collector 4 Lane Undivided)
- C2U-60' R.O.W. (Collector 2 Lane Undivided)
- C2R-100' R.O.W.

The 90 foot right-of-way on Main Street was the result of TxDOT's reconstruction of Main Street and its conversion to the one-way couplet through Old Town. The roadway was designed with a narrow median to fit within the existing right-of-way and is not expected to be expanded at any time in the future.

Subject: Add Main Street 90' R.O.W. on Thoroughfare Plan

April 13, 2015

Page 2 of 2



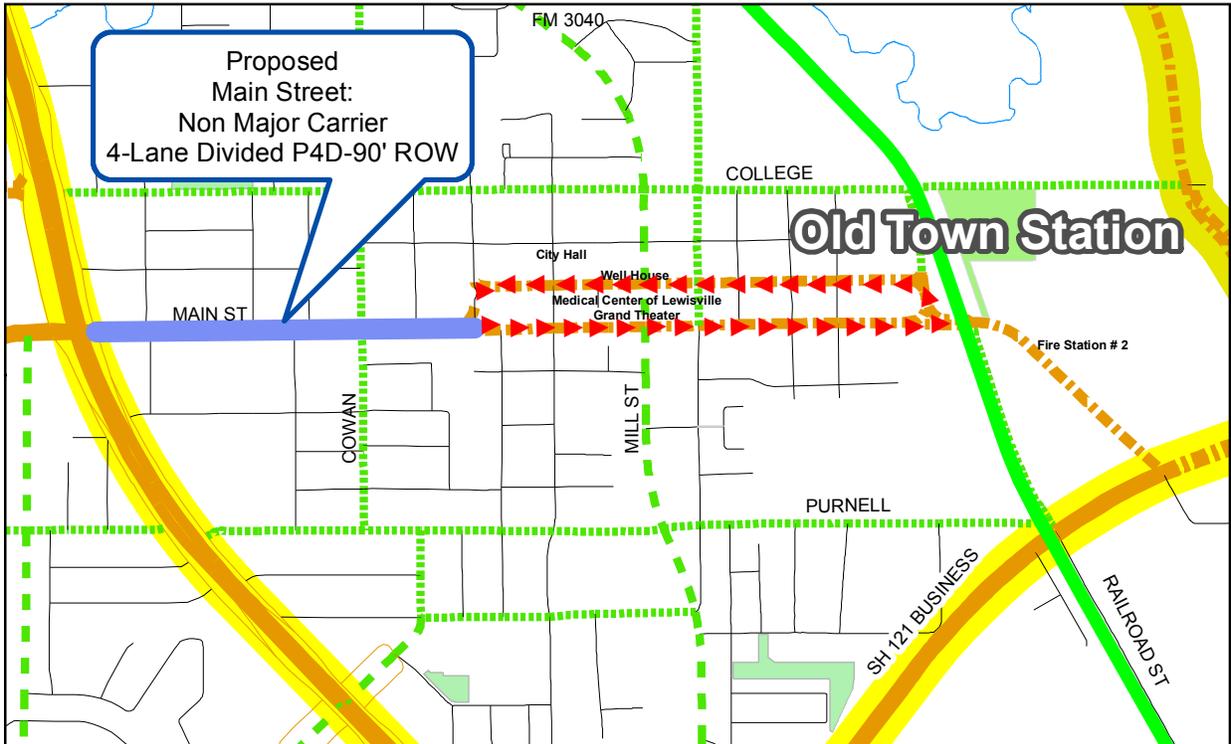
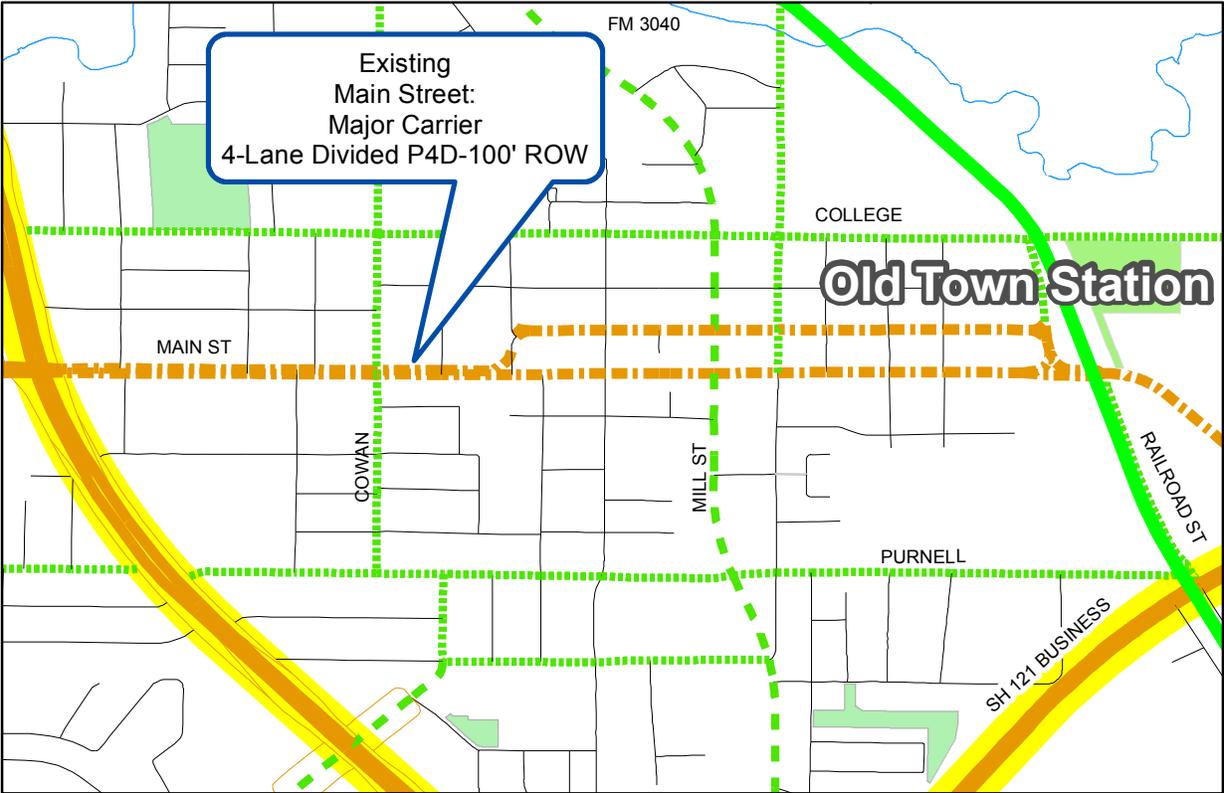
(Section of Main Street with a 90' Right-of-Way)

The addition of the P4D 90' R.O.W. Urban will clarify the existing conditions and prevent any confusion that may occur in the future over the P4D 100' R.O.W. category use with regard to redevelopment of the corridor. The proposed Thoroughfare amendment will provide positive support for Big Move #3, Old Town by reducing variances required to redevelop existing properties along the corridor. City Council recently granted such a variance for Studio 13 near the intersection of Main Street and Cowan Avenue at the April 6th Council Meeting..

The Transportation Board considered this item at the April 7, 2015, meeting and voted six to zero in favor of recommending the amendment to the Thoroughfare Plan adding the P4D Urban roadway category.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the amendment to the Thoroughfare Plan adding the P4D Urban - 90 foot R.O.W. roadway type as set forth in the caption above.



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Scale = NTS

LOCATION MAP
FOR
THOROUGHFARE PLAN - MAIN STREET
EXISTING AND PROPOSED

**MINUTES
TRANSPORTATION BOARD**

**TUESDAY, APRIL 7, 2015
6:35 P.M.**

Item No. 1 Call to Order and Announce a Quorum is Present

Chairman James Davis called the Lewisville Transportation Board meeting to order at 7:07 p.m. and announced that a quorum was present with the following members in attendance:

Sean Kirk
Steven Byars
Brent Daniels
Alvin Turner
Kristin Green
James Davis

Members absent: Brandon Jones

Staff Present: Kevin Nims, David Salmon, Michelle Small, Capt. Kevin Deaver

Item No. 5 – Consideration of an Amendment to the City Thoroughfare Plan to Create a New Designation for Main Street from Interstate Highway 35E to Herod Street from a P4D-100’ R.O.W. to a P4D Urban-90’ R.O.W. and Make a Recommendation to the City Council in Regard to the Amendment.

Kevin Nims presented this item to the Board, stating that when TxDOT completed the reconstruction of Main Street they constructed it with a 90’ right-of-way. It would be costly and a major impact on the businesses along that corridor to expand the right-of-way to 100’’. This will clarify the existing special condition and avoid further confusion.

A motion was made by Sean Kirk and seconded by Brent Daniels to approve Consideration of an Amendment to the City Thoroughfare Plan to Create a New Designation for Main Street from Interstate Highway 35E to Herod Street from a P4D-100’ R.O.W. to a P4D Urban-90’ R.O.W. and present it to the City Council. The vote was all ayes and the motion passed.

MEMORANDUM

TO: Donna Barron, City Manager

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

VIA: Eric Ferris, Assistant City Manager

DATE: April 13, 2015

SUBJECT: Consideration of an Interlocal Agreement Between the North Central Texas Council of Governments and the City of Lewisville to Provide a Signal Retiming Plan for Main Street From Garden Ridge to Interstate Highway 35E; and Authorization for the City Manager to Execute the Agreement.

BACKGROUND

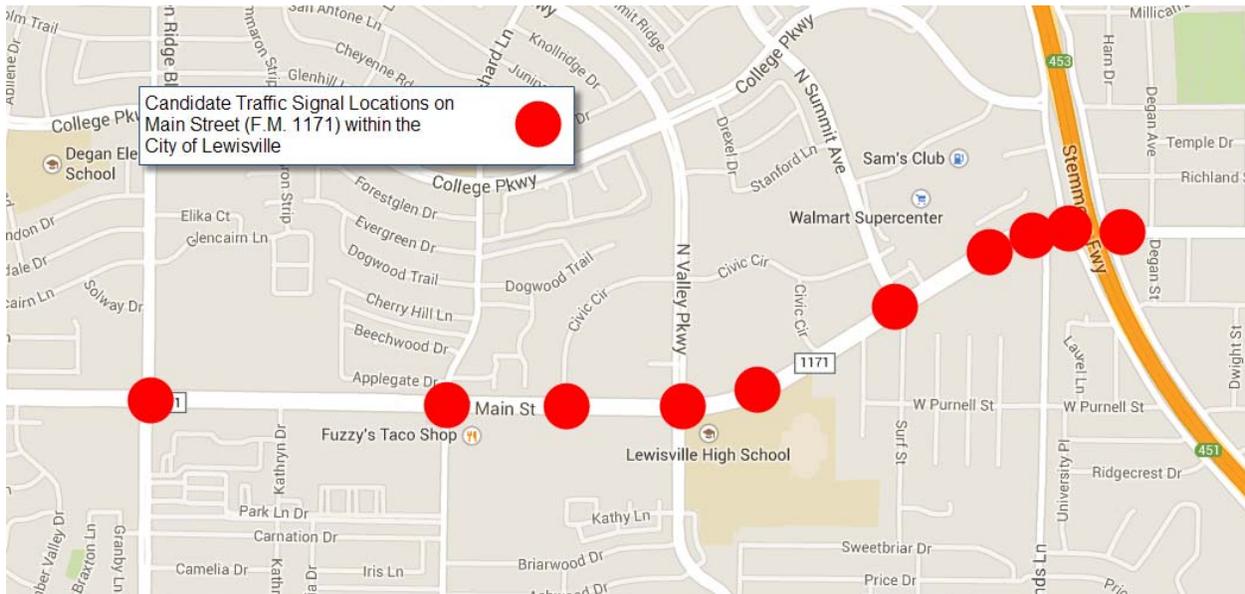
The North Central Texas Council of Governments (NCTCOG) is sponsoring a program to provide retiming plans for traffic signals along "Routes of Significance" (ROS's) throughout the Dallas-Fort Worth area. The routes are along major arterials that serve and cross through multiple municipalities linking local traffic to highways that serve long distance commuters. The intent is to provide cooperative timing support that the individual municipalities may not be able to provide themselves. Main Street (F.M. 1171) through Lewisville and Flower Mound has been determined as a candidate route.

ANALYSIS

The Project will provide retiming support for traffic signals along F.M. 1171 through Flower Mound and Lewisville. The candidate signals within the City of Lewisville are:

- Garden Ridge Boulevard
- Old Orchard Lane
- Civic Circle
- Valley Parkway
- LHS Highschool Driveway
- Summit Avenue
- Valley Square Mall Driveway
- Edmonds Lane
- Southbound Service Road I-35E
- Northbound Service Road I-35E

These signals, along with those within the Town of Flower Mound will be retimed to provide optimum travel progression along the entire corridor.



(Candidate Traffic Signals within Lewisville on Main Street F.M. 1171)

The project is federally funded and will be administered through the NCTCOG. The NCTCOG will award a contract to a consultant firm to gather the necessary information and perform the timing development. The estimated cost for the Lewisville section of F.M. 1171 is \$56,000 dollars with a local match requirement of 20% or \$11,200 dollars. However since the roadway is an on-system road TxDOT will be paying the required local match as indicated in the agreement. Aside from implementation of the final timing programming, the City will not need to provide any other resources. Prior to the announcement of this program through NCTCOG, plans were in development to perform this project in-house with City resources and personnel. This project provides a significant savings to the City with regard to staff time. The subject agreement only addresses the intersections within Lewisville. The City of Flower Mound has already entered a similar agreement with the NCTCOG. The City's Traffic Operations Specialist typically performs the required studies and develops signal timing, however this program enables the Cities of Lewisville and Flower Mound to address FM 1171 across both Cities at one time in a coordinated manner.

This item was not presented to the Transportation Board as it is administrative in nature.

RECOMMENDATION

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

INTERLOCAL COOPERATION AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
THE CITY OF LEWISVILLE
for
IMPLEMENTATION OF THE REGIONAL TRAFFIC SIGNAL RETIMING PROGRAM

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, the RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions; and,

WHEREAS, in December 2008 and April 2012, the RTC approved funding for implementation of Regional Traffic Signal Retiming Program in the Dallas-Fort Worth Metropolitan Area for the implementation of low-cost operational improvements at signalized intersections; and,

WHEREAS, the North Central Texas Council of Governments selected corridor(s) in the City of Lewisville as part of the Regional Traffic Signal Retiming Program; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments, and the City of Lewisville to enter into this agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Parties

- 1.1 This Interlocal Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG", and the City of Lewisville, hereinafter referred to as the "City". NCTCOG and the City may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.
- 1.2 NCTCOG shall serve as the Contract Manager and Procurement Administrator for the Project.

2. Purpose

- 2.1 This Agreement defines the terms and conditions for the disbursement of Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds and associated state and local matching funds for the implementation of traffic flow improvements.
- 2.2 Improvements under this Agreement, implemented through the Regional Traffic Signal Retiming Project as authorized by the Regional Transportation Council, shall be employed at signalized intersections in the City.
- 2.3 Improvements shall be made to locations identified in Attachment A under this Agreement.

3. Duties

- 3.1 NCTCOG shall be responsible for project monitoring; Geographical Information Systems (GIS) database integration; and air quality benefit calculations and documentation.
- 3.2 NCTCOG's engineering consultant(s) will provide signal-timing improvements at the intersection locations identified in Attachment A.
- 3.3 The consultant(s) will be responsible for the following: field data collection; development, implementation, and fine-tuning of new coordinated signal timing plans; and any and all required documentation of "Before" and "After" conditions.
- 3.4 The City will work with NCTCOG's engineering consultant(s) to identify relevant signal timing elements/requirements at and related to the project intersections; review the developed new signal timing plan(s); approve all timing plans prior to implementation; and assist with fine tuning.

4. Funding

- 4.1 Attachment A includes a project cost estimate summary.
- 4.2 The total project cost estimate for this Agreement includes estimated consultant and NCTCOG Staff expenses, as well as, a portion of TXDOT direct state costs to perform duties specified in Sections 3.1, 3.2 and 3.3.
- 4.3 The total project cost estimate for this Agreement is identified in Attachment A. CMAQ programs will fund 80 percent of the project cost.
- 4.4 The City shall provide the 20 percent local match required for the off-system locations identified in Attachment A. The City shall provide a check payable to the North Central Texas Council of Governments in the amount identified in Attachment A.
- 4.5 The City shall remit additional local match payments to NCTCOG in the event that the actual cost of implementation of the Regional Traffic Signal Retiming Project is greater than the estimated cost identified in this Agreement.

- 4.6 Any excess local match funds for off-system locations shall be reimbursed by NCTCOG to the City.
- 4.7 Under a separate agreement between TxDOT and NCTCOG, TxDOT will provide the 20 percent local match required for the intersections located on the state highway system identified in Attachment A.

5. Term

- 5.1 This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated.
- 5.2 Either Party may terminate this Agreement by giving 30 days written notice to the other Party. The Parties may terminate this Agreement by mutual written concurrence.
- 5.3 This Agreement shall automatically terminate upon completion of the project.

6. Modification, Waiver and Severability

- 6.1 This Agreement and any exhibits, which may be attached, constitute the entire agreement among the Parties. No waiver or modification of this Agreement shall be valid unless in writing and signed by both Parties. Failure of the Parties to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms and conditions.
- 6.2 In the event that any one or more of the provisions of this Agreement 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 provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate originals on the _____ day of _____ 2014.

CITY OF LEWISVILLE

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Signature

R. Michael Eastland
Executive Director

Printed Name

Title

REGIONAL TRAFFIC SIGNAL RETIMING PROGRAM
 CITY OF LEWISVILLE
 INTERSECTIONS AND LOCAL MATCH

Priority	Main Street	Cross Street	City	O & M Agency	On / Off TxDOT System	
	Name	Name			On-System	Off-System
1	FM 1171					
	FM 1171	Flower Mound Road/Lusk	Flower Mound	Flower Mound	1	0
	FM 1171	Bridlewood/Brand Orand	Flower Mound	Flower Mound	1	0
	FM 1171	Glenwick	Flower Mound	Flower Mound	1	0
	FM 1171	Old Settlers	Flower Mound	Flower Mound	1	0
	FM 1171	Churchill	Flower Mound	Flower Mound	1	0
	FM 1171	Long Prairie (FM 2499)	Flower Mound	Flower Mound	1	0
	FM 1171	Forums	Flower Mound	Flower Mound	1	0
	FM 1171	Morriss	Flower Mound	Flower Mound	1	0
	FM 1171	Parker Square/Luther	Flower Mound	Flower Mound	1	0
	FM 1171	Timber Creek	Flower Mound	Flower Mound	1	0
	FM 1171	Kirkpatrick	Flower Mound	Flower Mound	1	0
	FM 1171	Garden Ridge Blvd	Lewisville	Lewisville	1	0
	FM 1171	Old Orchard Ln	Lewisville	Lewisville	1	0
	FM 1171	Civic Circle	Lewisville	Lewisville	1	0
	FM 1171	Valley Square Mall	Lewisville	Lewisville	1	0
	FM 1171	High School Dr	Lewisville	Lewisville	1	0
	FM 1171	Summit Ave	Lewisville	Lewisville	1	0
	FM 1171	Valley Square Mall	Lewisville	Lewisville	1	0
	FM 1171	Edmonds Ln	Lewisville	Lewisville	1	0
	FM 1171	Stemmons/ IH 35 SRSB	Lewisville	Lewisville	1	0
	FM 1171	Stemmons / IH 35 SRNB	Lewisville	Lewisville	1	0
	FM 1171	US 287 NB	Lewisville	Lewisville	1	0
					11	0

Agreement with NCTCOG - Consultant Retiming		
	Retiming	
	On-System	Off-System
Locations Requiring Signal Retiming	11	0
Total Cost	\$61,600	\$0
Local Match	\$12,320	\$0

MEMORANDUM

TO: Mayor and Member of the City Council

FROM: Claire Swann, Assistant City Attorney

DATE: April 21, 2015

SUBJECT: **Consideration of Waiving the Penalty and Interest on Property Tax Account 169228DEN for 2014.**

BACKGROUND

Wendy Powers, the taxpayer of the above identified property, has requested a refund of the penalty and interest assessed and paid on the account for 2014. Ms. Powers acquired the identified property from Mr. Gordon Pierce on July 3, 2014. The Appraisal District prorated the value of the property tax based on that date, and the original tax statements were mailed to Mr. Gordon Pierce. The ownership records, however, were not changed until December 26, 2014, after which the tax statements were mailed to Ms. Powers. Ms. Powers promptly paid the base tax amount on February 20, 2015. Based on the information provided by the Denton County Tax Assessor and the City's tax collection attorney, the circumstances in this case satisfy the waiver provision in state law. Therefore, staff recommends that the City waive the penalty and interest at issue.

ANALYSIS

State law provides, in relevant part, that the city council of a municipality "shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of...the appraisal district...caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the date the taxpayer knows of the delinquency." Tex. Tax Code Section 33.011(a)(1). Based on the information provided by the Denton County Tax Assessor and the City's tax collection attorney, the circumstances in this case satisfy the waiver provision in state law.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the waiver of the penalty and interest on the property tax account 169228DEN for 2014.



DENTON COUNTY
Office of
Michelle French, P.C.C.
Tax Assessor/Collector 1505
E. McKinney St. Denton, TX
76209

TO: City of Lewisville
FROM: Michelle French, Denton County Tax Assessor/Collector *MF*
DATE: 4/7/2015
SUBJECT: Governing Body Waiver for Penalty and Interest on the following property tax account(s):

169228DEN

A request for waiver of penalty and interest on the above mentioned account(s) has been received by the Denton county Tax Assessor/Collector office.

The property owner did not receive a tax statement due to the following reasons:

Change of ownership not made timely due to "missed deed". See attached documentation for additional detail. The penalty paid was \$49.68. The interest paid was \$8.28. The total amount of waiver is \$57.96.

The property owner has paid taxes, penalty and interest within the required 21 days from the date the property owner knew or should have known that taxes were due.

Pursuant to Section 33.011 of the Property Tax Code, a request for waiver of penalty and interest may be applicable.

Your delinquent tax attorney has reviewed and recommended a waiver of penalty and interest. However please consult your delinquent tax attorney if there are questions regarding the accounts listed and the request for waiver.

Sincerely,

A handwritten signature in cursive script that reads "Michelle French".

Michelle French

Denton County Tax Assessor/Collector

Motor Vehicle Department
P.O. Box 90204
Denton, TX 76202-5204
940-349-3510

www.tax.dentoncounty.com

Property Tax Department
P.O. Box 90223
Denton, TX 76202-5223
940-349-3500

REQUEST TO WAIVE PENALTY AND INTEREST
RESPONSE MEMO
OFFICIAL ACTION OF GOVERNING BODY

Name of Governing Body: CITY OF LEWISVILLE

Date:

Account Number(s): 169228DEN

Property Owner Name: WENDY POWERS

On this date _____, the Denton County Tax Assessor-Collector is hereby authorized to provide for the following action:

Waiver of penalty and interest is **GRANTED** on the above account number(s)

Waiver of penalty and interest is **DENIED** on the above account number(s)

Signature _____

Printed Name



DENTON COUNTY TAX OFFICE

REQUEST FOR REVIEW OF PENALTY AND INTEREST

Pursuant to Section 33.011 of the Texas Property Tax Code, a request for waiver of penalty and interest must be made in writing to be considered valid. A taxing unit's Governing Body is responsible for granting of waiver.

Request #: 173

Date: 2/17/2015

Name: Wendy Powers
First Last

Address: 1374 Forest Creek Drive
Street Address
Lewisville
City
9723170285
Home Phone

Apartment/Unit #
TX 75067
State Zip Code
4698217784
Alternate Phone

Email: [Redacted]

Account Number(s) 169 228 DEN
(Attach additional sheets if necessary)

Property taxes must be paid on or before January 31st. A payment made after January 31st is subject to statutory penalty and interest.
A request for waiver of penalty and interest must be made before the 181st day from the date of delinquency and payment must be made within 21 days of the date the taxpayer knows or should know of the delinquency.
A waiver of penalty and interest may only be granted if it complies with the requirements of the Texas Property Tax Code §33.011.
§33.011-WAIVER OF PENALTIES AND INTEREST - http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.33.htm#33.011

Penalty and interest continues to accrue on a delinquent account. It is advised that full payment be remitted. If the taxing unit governing body approves a waiver of penalty and interest, it will be refunded to you upon receipt of official action.

Please provide detailed information regarding your request for waiver of penalty and interest:

The first tax notice I received was dated Feb 11, 2015. Upon calling the tax office, I discovered the first notice was sent to the former owners (Gordon Pierce) at an address I have not heard of before. I am not in contact with the former owners and was unaware the bill was sent there. The notice I received was sent to my primary residence at 2830 Lakeside Drive in Highland Village at which point I mailed a payment promptly.

Please check box if submitting additional documentation

Denton County Tax Assessor/Collector
P.O. Box 90223
Denton, TX 76201
940-349-3500
Email: property.tax@dentoncounty.com



DENTON COUNTY
Office of
Michelle French, RTA
Tax Assessor/Collector
1505 E. McKinney St.
Denton, TX 76209

RECOMMENDATION OF PENALTY/INTEREST WAIVER NOTIFICATION

March 9, 2015

Owner: Wendy S Powers

RE: 169228DEN

**Response must be returned within
30 days from the day of this notice**

Entity Name	Date Recommended	Delinquent Tax Attorney Firm	Signature	Response Date
Lewisville City		Sawko & Burroughs		3/9/15

Recommendation of Delinquent Tax Attorney is as follows:

Shall waive penalties and may waive interest pursuant to §33.011(a)(1)

May waive penalties and interest pursuant to:

- §33.011(a)(2)
- §33.011(a)(3)
- §33.011(i)
- §33.011(j)

W/O Shall waive penalties and interest pursuant to:

- §33.011(b)
- §33.011(h)

Please return with Taxing Authority Resolution, Order, or Approval (or other notification as deemed appropriate to:

Email: stacey.dvoracek@dentoncounty.com

Mailing Address:

Denton County Tax Assessor/Collector
Attn: Special Audit
PO Box 90223
Denton, TX 76202

Fax: 940-349-3501

If you have any question or need further information please contact our office at 940-349-3500.

Motor Vehicle Department
P.O. Box 90204
Denton, TX 76202-5204
940-349-3510

www.tax.dentoncounty.com

Property Tax Department
P.O. Box 90223
Denton, TX 76202-5223
940-349-3500

Stacey Dvoracek

From: Jon Martin <Jonm@dentoncad.com>
Sent: Monday, March 09, 2015 8:55 AM
To: Stacey Dvoracek
Subject: RE: question on account 169228DEN

Stacey,

169228 was transferred 12/26/2014 per the deed filed on 7/3/2014.

Jon Martin
GIS/Mapping Coordinator
Denton Central Appraisal District
940-349-3852
jonm@dentoncad.com

missed deed per DCAD

From: Stacey Dvoracek [<mailto:Stacey.Dvoracek@dentoncounty.com>]
Sent: Monday, March 09, 2015 8:53 AM
To: Jon Martin
Subject: question on account 169228DEN

Jon,

Can you please tell me what date the ownership change was done on account 169228DEN it appears the deed was filed on 07/03/2014?

Thank you,

Stacey Dvoracek

Chief Deputy for
Michelle French, Denton County Tax Assessor/Collector
<http://tax.dentoncounty.com>
(940) 349-3523

Beginning March 2015: "Two Steps, One Sticker" - Combined Registration & Inspection Sticker
Log onto <http://www.txdmv.gov/motorists/register-your-vehicle/two-steps-one-sticker> to learn more.

Stacey Dvoracek

From: Stacey Dvoracek
Sent: Monday, March 09, 2015 12:39 PM
To: [REDACTED]
Subject: FW: Request for Review of Penalty and Interest
Attachments: 173.pdf

Ms. Powers,

RE: 169228DEN

Thank you for your correspondence regarding your request to waive or defer penalty and interest.

After reviewing your request, the Denton County Tax Office has decided to refer your request to the delinquent tax attorney(s) for each of the affected taxing units. The attorney(s) will review your request and forward their opinions to the taxing units.

We will notify you once the attorney(s) have reviewed your request. We appreciate your patience in this process.

Thank you,

Thank you,
Stacey Dvoracek
Chief Deputy for
Michelle French, Denton County Tax Assessor/Collector <http://tax.dentoncounty.com>
(940) 349-3523

Beginning March 2015: "Two Steps, One Sticker" - Combined Registration & Inspection Sticker Log onto <http://www.txdmv.gov/motorists/register-your-vehicle/two-steps-one-sticker> to learn more.

-----Original Message-----

From: Automail@dentoncounty.com
Sent: Tuesday, February 17, 2015 10:24 AM
To: Michelle French; Stacey Dvoracek
Subject: Request for Review of Penalty and Interest

Request for Review of Penalty and Interest

Name: Powers, Wendy

Email: [REDACTED]

Accounts:

Request Date: 2/17/2015 12:00:00 AM

IP Address: 151.193.220.29

You can view the information from <http://intrasite3/TaxReviewApp>

Stacey Dvoracek

From: Stacey Dvoracek
Sent: Monday, March 09, 2015 11:17 AM
To: cdefee@dentonlawyer.com
Subject: Request for Review of Penalty and Interest-Powers
Attachments: Recommendation of P&I waiver notification_Powers.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

PLEASE FORWARD THIS TO MARK BURROUGHS:

Attached is a request for Review of Penalty and Interest. It appears that the deed record on this property was filed on July 3, 2014 but the Denton Central Appraisal District did not change the ownership on this account until 12/26/2014. The first statement that was sent to Wendy Powers at 2830 Lakeside Dr Lewisville TX was on 02/12/2015.

Thank you,

Stacey Dvoracek

Chief Deputy for
Michelle French, Denton County Tax Assessor/Collector
<http://tax.dentoncounty.com>
(940) 349-3523

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Log onto <http://www.txdmv.gov/motorists/register-your-vehicle/two-steps-one-sticker> to learn more.

Account 169228DEN
 Legal DAKS OF BELLAIRE ADDN BLK B LO T 11
 Refresh

AD # SL2047A-000008-0000-0011-0000
 Owner POWERS WENDY S
 2630 LAKESIDE DR
 LEWISVILLE, TX 75077-868

Stat
 Sup

Dep/Recpt	Year/Dep #	Type/Status	Check#/Amt	Payer	User	Comments
12/28/2013	2013	CH	WT-12/26/13C	CHASE	pbanners	
12/28/2013	20131228-6551 WT-12/26/13CL2	P		VIA CORELOGIC 1 CORELOGIC DR		
12/31/2012	2012	CH	136 CHKS	CHASE	staceys	

Payment Details

Print Receipt

Print History

Edit Payment

Year, Unit, Type

Year	Unit	Type	Rec	Amount	Pen Paid	Int Paid	Atty Paid	Def Int	Total Paid
Total				4,148.92	248.94	41.49	0.00	0.00	4,439.35
2014	C12	Payment	L	827.94	49.68	9.28	.00	.00	886.90
2014	S09	Payment	L	2,804.19	168.25	28.04	.00	.00	3,000.48
2014	061	Payment	L	518.79	31.01	5.17	.00	.00	552.97

Unpaid Reversal