



Lewisville City Council

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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
JANUARY 25, 2016**

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

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

REGULAR SESSION - 7:00 P.M.

Call to Order and Announce a Quorum is Present.

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

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

REGULAR SESSION - 7:00 P.M.

- A. **INVOCATION:** Councilman Daniels
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:**
Deputy Mayor Pro Tem Tierney
- C. **PROCLAMATIONS:**
1. Declaring the Month of January, 2016, as “Lewisville’s 91st Birthday Celebration”
 2. Declaring the Month of January, 2016 as “School Board Recognition Month”
- D. **PRESENTATIONS:**
1. Presentation of Poem Celebrating Lewisville's 91st Birthday as Composed by Lewisville Poet Laureate J. Paul Holcomb
 2. United Way of Denton County presents Community Spirit Award to The City of Lewisville

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 25, 2016**

- E. **PUBLIC HEARING:** Consideration of an Ordinance Approving a Zone Change Request From Local Commercial District (LC) to Medical District (MD) on a 14.31-Acre Tract of Land out of the Jesse Watkins Survey, Abstract No. 1327, Located at the Southwest Corner of Ace Lane and FM 3040, as Requested by Mark Bouldin of Senior Care Living VI, LLC, on Behalf of Hawkeye Realty West Lewisville, L.P., the Property Owner (Case No. PZ-2015-12-21).

ADMINISTRATIVE COMMENTS:

The subject request is for a proposed memory care facility and an assisted-living facility with approximately 110 units along with an additional independent living facility in a future phase. The Planning and Zoning Commission recommended approval of the zone change request by a vote of 7-0 at their meeting on December 15, 2015.

RECOMMENDATION:

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

PRESENTATION: Richard E. Luedke, Planning Manager

AVAILABLE FOR QUESTIONS: Mark Bouldin, Senior Care Living VI, LLC.

- F. **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.
- G. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.
1. **APPROVAL OF MINUTES:** City Council Minutes of the January 4, 2016, Workshop Session and Regular Session.
 2. **Approval of a Bid Award for an Annual Requirements Contract for Asphalt Rehab Projects to Reynolds Asphalt and Construction Company, Euless, Texas, in the Estimated Amount of \$443,482.**

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 25, 2016**

ADMINISTRATIVE COMMENTS:

A total of eleven (11) requests for proposals were downloaded from Bidsync.com. Two (2) proposals were received and opened on December 10, 2015. This contract involves the pulverization, stabilization, and asphalt overlay of existing asphalt pavements throughout the City. This application is considered a sustainable process. Based on the evaluation matrix included in the request for proposals, Reynolds Asphalt and Construction Company received the highest evaluation score and is being recommended for award. The term of the contract will be twelve (12) months, with options to extend for up to two (2) additional twelve (12) month periods. Funding is available for this contract through various CIP Projects.

RECOMMENDATION:

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

- 3. Acceptance of Property Located on a Portion of 1002 Lakeland Drive; Further Identified as a Portion of Lot 15, Block F, Lakeland Terrace 2 Addition, Being Conveyed to the City of Lewisville, Texas by Donation Deed From Rhonda Blackall, Linda Scheer and Frank Scheer.**

ADMINISTRATIVE COMMENTS:

TXDOT schematics have identified certain properties that lie within the proposed future I-35E expansion area and have begun right-of-way acquisitions. The portion acquired by TXDOT bisected the existing house, which has since been demolished. The remaining portion of the General Business (GB) lot has also been left unbuildable. The property being donated is the remainder of the lot that fronts onto Lakeland Drive.

RECOMMENDATION:

That the City Council accept that Portion of Lot 15, Block F, Lakeland Terrace 2 Addition being conveyed to the City of Lewisville, Texas by the Rhonda Blackall, Linda Scheer and Frank Scheer Donation Deed.

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 25, 2016**

- 4. Acceptance of Property Located on a Portion of 696 South Stemmons Freeway; Further Identified as a Portion of Lot 23, Block 3, James Degan Addition, Being Conveyed to the City of Lewisville, Texas by Donation Deed From Bobby Joe Moseley and Betty Moseley.**

ADMINISTRATIVE COMMENTS:

TxDOT schematics have identified certain properties that lie within the proposed future I-35E expansion area and have begun right-of-way acquisitions. The portion acquired by TxDOT included the existing house, which has since been demolished. The remaining portion of the Single-Family Residential (R-7.5) lot has also been left unbuildable. The property being donated is the remainder of the lot that fronts onto Stemmons Freeway North.

RECOMMENDATION:

That the City Council accept that Portion of Lot 23, Block 3, James Degan Addition being conveyed to the City of Lewisville, Texas by the Bobby Joe Moseley and Betty Moseley Donation Deed.

- 5. Approval of the Dates for the 2016 City Council Retreat.**

ADMINISTRATIVE COMMENTS:

Council previously approved February 26th and 27th as the dates for the 2016 City Council Retreat to be held at the Marriott at Legacy Town Center in Plano, Texas. Due to conflicting schedules, staff is now recommending holding the retreat February 19th and 20th.

RECOMMENDATION:

That the City Council approve February 19th and 20th as the dates for the 2016 City Council Retreat.

- 6. Approval of an Access Easement to Connell Development Company Across City Property for the Purpose of Constructing and Maintaining an Access Drive From Bennett Lane to 591 Bennett Lane; and Authorization for the Mayor to Execute the Access Easement.**

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 25, 2016**

ADMINISTRATIVE COMMENTS:

Connell Development Company submitted the Connell Development Addition final plat for the property located at 591 Bennett Lane. The property has no access to a public street thus a shared access easement to Bennett Lane is required from the City prior to the approval of the final plat. 591 Bennett Lane as well as all adjoining property is zoned Light Industrial (LI).

RECOMMENDATION:

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

H. **REGULAR HEARINGS:**

7. **Consideration of a Variance to the Lewisville City Code, Section 6-144, Regarding Screening Walls Between Commercial and Residential Uses, for the Denton County Precinct 3 Government Center and the Remington Apartments, Located at the Northwest Corner of Civic Circle and Valley Parkway, as Requested by the Denton County Department of Public Works, on Behalf of Denton County, the Property Owner.**

ADMINISTRATIVE COMMENTS:

Denton County Precinct 3 is constructing a new government building at the northwest corner of Civic Circle and Valley Parkway. The County is requesting a variance to allow a metal ornamental fence with irrigated landscaping in lieu of the required masonry screening wall along the northwest corner of the site and the north-south boundary of the adjacent dry cleaners and apartments north of the site. The request is due to the location of a sanitary sewer line and storm water line and concerns over City maintenance of the lines.

RECOMMENDATION:

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

PRESENTATION: Richard E. Luedke, Planning Manager

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 25, 2016**

AVAILABLE FOR QUESTIONS:

DeWayne Snider – Denton County Department of Public Works Construction Project Manager

- 8. Consideration of an Ordinance of the City Council of the City of Lewisville, Texas Extending the Term of an Ordinance Granting a Franchise to Oncor Electric Delivery Company LLC; and Providing an Effective Date.**

ADMINISTRATIVE COMMENTS:

On June 20, 2011, Council approved an ordinance for the Oncor Electric Delivery Company LLC (Oncor) franchise, which will expire on March 31, 2016. Staff is requesting an extension of the current franchise ordinance, which allows the continuation of the terms and conditions of Ordinance No. 3871-06-2011 until March 31, 2021. The City of Lewisville Charter requires two readings of this ordinance, with 30 days in between. The second reading will be March 7, 2016.

RECOMMENDATION:

That the City Council approve the ordinance and conduct the first reading as set forth in the caption above.

- 9. Provide Direction to City Staff Regarding a Potential Date for a Charter Amendment Election.**

ADMINISTRATIVE COMMENTS:

City Council received the 2015 Charter Review Commissions' final recommendations at the July 20, 2015, City Council meeting. Discussion was held regarding potential election dates including the possibility of a May election, but no definitive direction was given. At that time, the continuation elections for the Fire Control, Prevention and Emergency Medical Service District and Crime Control and Prevention District had not been called for May 2016. Staff does not recommend that the City Council call a May 2016 City Charter Amendment Election and is seeking direction regarding potential dates for a Charter Amendment Election.

**AGENDA
LEWISVILLE CITY COUNCIL
JANUARY 25, 2016**

RECOMMENDATION:

That the City Council provide direction to City staff regarding a potential date for a Charter Amendment Election.

- I. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
 - ◆ Fourth Quarter 2015 Boards/Commissions/Committees Attendance Reports
- J. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
 - 1. Section 551.072 (Real Estate): Property Acquisition
 - 2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- K. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- L. **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, in 1844, the Holford and King families were the first to settle in the area of modern-day Lewisville, naming it the Holford Prairie Settlement; and,

Whereas, in 1855, Basdeal Lewis purchased the Holford land and renamed the young settlement Lewisville after his own family name; and,

Whereas, in an effort to better protect the community after a series of devastating Main Street fires, Lewisville's 815 residents held an election on January 15, 1925, to decide the issue of municipal incorporation; and,

Whereas, by a margin of 109 in favor to 92 opposed, voters approved incorporation as the City of Lewisville; and,

Whereas, Lewisville has grown as a community since that day in 1925 currently boasting a population of about 35,000 households accounting for more than 99,000 people.

Now, therefore, I, Rudy Durham, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim the month of January 2016, as:

LEWISVILLE'S 91st

BIRTHDAY CELEBRATION

Proclaimed this the 25th day of January, 2016.

Rudy Durham
Mayor





WHEREAS, the mission of the public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

WHEREAS, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

WHEREAS, local school board members work closely with parents, educational professionals, and other community members to create the educational vision we want for our students; and

WHEREAS, local school board members are responsible for ensuring the structure that provides a solid foundation for our school system; and

WHEREAS, local school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district;

NOW, THEREFORE, I, Rudy Durham, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby declare my appreciation to the members of the Lewisville Independent School District Board of Trustees and proclaim the month of January 2016, as:

SCHOOL BOARD RECOGNITION MONTH

in Lewisville, Texas. I urge all citizens to join me in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature this 25th day of January, 2016.

Rudy Durham, Mayor

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: January 25, 2016

SUBJECT: **Public Hearing: Consideration of an Ordinance Approving a Zone Change Request From Local Commercial District (LC) to Medical District (MD) on a 14.31-Acre Tract of Land out of the Jesse Watkins Survey, Abstract No. 1327, Located at the Southwest Corner of Ace Lane and FM 3040, as Requested by Mark Bouldin of Senior Care Living VI, LLC, on Behalf of Hawkeye Realty West Lewisville, L.P., the Property Owner (Case No. PZ-2015-12-21).**

BACKGROUND

The 14.31-acre property is currently vacant and is bounded on the north by FM 3040, on the east by Ace Lane and on the west by Valley Parkway. The property abuts new apartments to the south. The applicant is interested in constructing a new senior living facility which is proposed for construction in two phases. A self storage facility is proposed across the street to the east; new apartments and additional vacant property zoned Local Commercial exists across the street to the west. On December 15, 2015, the Planning and Zoning Commission recommended unanimous approval (7-0) of the zone change request.

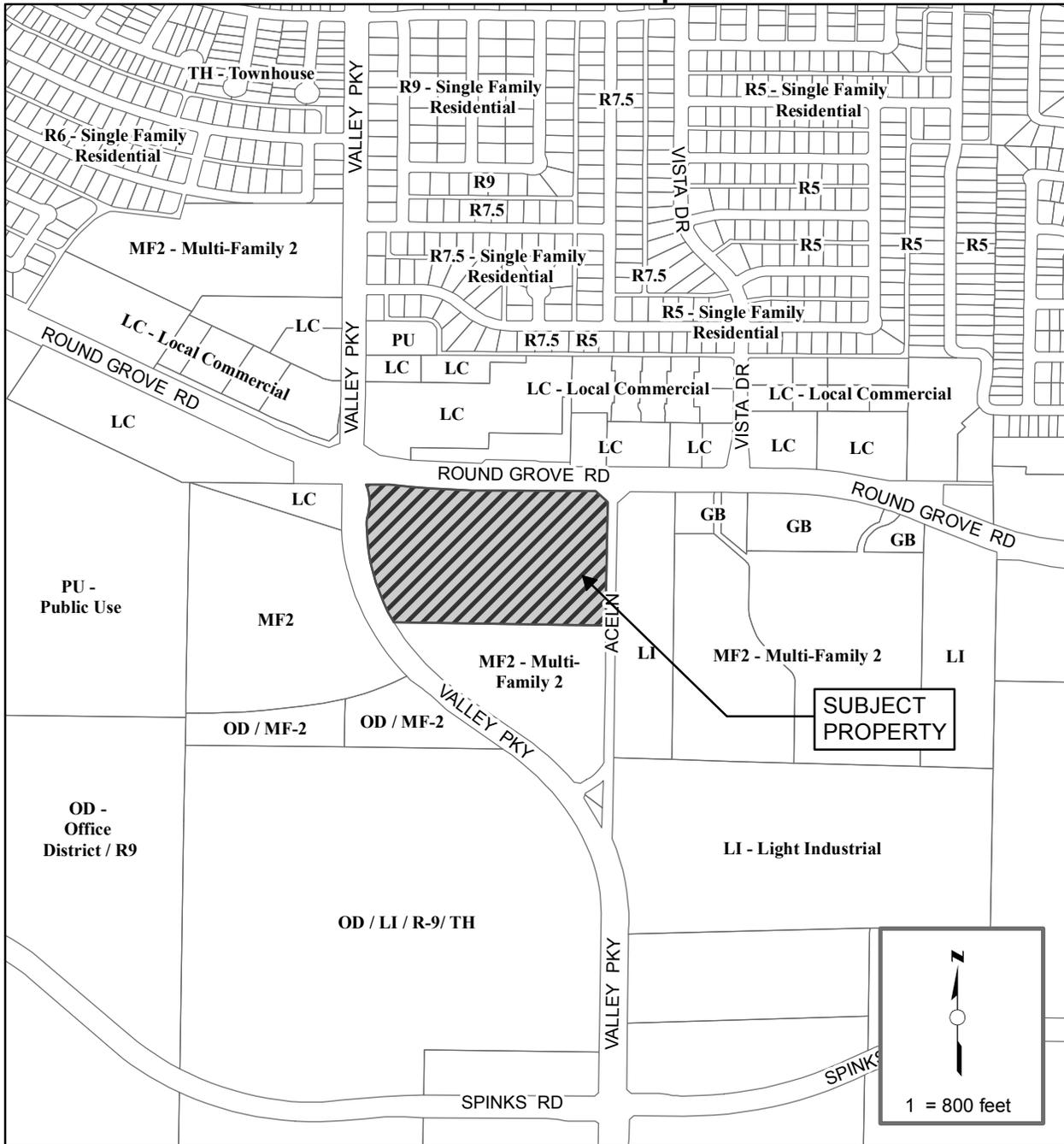
ANALYSIS

The current zoning of the property is Local Commercial (LC), which allows for a multitude of neighborhood services and offices primarily retail in nature. The applicant is requesting Medical District (MD) zoning to allow for a memory care facility and an assisted-living facility with approximately 110 units along with an additional independent living facility in a future phase. Assisted-living facilities are typically low impact land uses with minor traffic impacts. Given lot size and zoning requirements for MD, likely alternative uses include medical offices and medical retail type development. The rezoning and resulting development will improve the property and will compliment the surrounding land uses.

RECOMMENDATION

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

Location Map



ZONING CASE NO. PZ-2015-12-21

APPLICANT NAME: SENIOR CARE LIVING VI, LLC

PROPERTY LOCATION: LOCATED ON THE SOUTHWEST CORNER OF FM 3040 AND ACE LANE (14.310 ACRES)

CURRENT ZONING: LOCAL COMMERCIAL (LC)

REQUESTED ZONING: MEDICAL DISTRICT (MD)

Aerial Map



MINUTES
PLANNING AND ZONING COMMISSION
DECEMBER 15, 2015

Item 5:

Public Hearings for Zoning and Zoning Ordinance Amendments were next on the agenda. There were two items for consideration:

- B. Consideration of a Zone Change Request from Local Commercial District (LC) to Medical District (MD), on an approximately 14.310-acre tract of land out of the Jesse Watkins Survey, Abstract No. 1327. The subject site is located at the southwest corner of FM 3040 and Ace Lane. The request is being made by Mark Bouldin of Senior Care Living VI, LLC, on behalf of Hawkeye Realty West Lewisville, L.P., the property owner. (Case No. PZ-2015-12-21)

Staff gave a brief presentation on the zone change request from Local Commercial (LC) to Medical District (MD). The applicant is proposing a memory care facility and assisted-living facility with approximately 110 units, with an additional independent living facility in a separate phase. Members asked about the façade of the building and staff indicated that this site was located on a gateway and is subject to 80% brick or stone requirements. Staff also indicated that the site design and layout would be part of the site plan process. The public hearing was opened and Case King, representing the applicant spoke in favor of the project. He indicated that they had other projects in development in Florida, Atlanta and Houston. James Davis asked about the number of jobs that would be associated with this development. Mr. King indicated that there would be a minimum of 10 full-time jobs. Brandon Jones asked about the timing in between the phases. Mr. King indicated that he did not know but was estimating between 12-24 months. There being no one else present to speak, the public hearing was then closed. A motion was made by Sean Kirk to recommend approval of the zone change request, seconded by Kristin Green. The motion passed unanimously (7-0).

SECTION 17-21. - "LC" LOCAL COMMERCIAL DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for indoor, neighborhood office, retail, and services which are primarily retail in nature, including, but not limited to:
- (1) Any use permitted in district "OD" as regulated in said district.
 - (2) Grocery stores.
 - (3) Barber and beauty shops.
 - (4) Book, card, gift and stationary stores.
 - (5) Dry cleaning and laundry services.
 - (6) Gasoline service stations (SUP required).
 - (7) Minor automobile services including tune-up and repair services, tire stores and car washes, providing there is no overnight outside storage of vehicles (not including transmission or body shops) (SUP required).
 - (8) Restaurants.
 - (9) Florists.
 - (10) Video rental stores, movie theaters and other indoor amusements.
 - (11) Church worship facilities.
 - (12) Buildings and uses owned or operated by public governmental agencies.
 - (13) Other retail, office and service uses of a similar nature provided that the business establishment supplies the everyday needs of the immediate neighborhood and is subject to the following conditions:
 - a. There is no outside display and storage of merchandise or vehicles, except for the incidental and occasional sale of merchandise outside the building for periods not to exceed thirty (30) days (i.e. Christmas tree sales and sidewalk sales, etc.).
 - b. That required yards not be used for display, sale or storage of merchandise, or for the storage of vehicles, equipment, containers or waste material.
 - c. That such use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.
 - (14) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (15) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, dust, noise, vibration or similar nuisance.
 - (16) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (17) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
 - (18) Beverage container recycling collection facility (SUP required).
 - (19) Kiosks, including water and ice sales (SUP required).
 - (20) Private stadium/arena/sports field (SUP required).
 - (21) Communication Towers (SUP required).
 - (22) Plant Nursery (Retail Sales) (Indoor)
 - (23) Plant Nursery (Retail Sales) (With Outdoor Display or Storage) (SUP required).
- (b) *Height.* No building shall exceed forty-five (45) feet or three (3) stories in height, except that a building may be erected to a height of eighty (80) feet and eight (8) stories if set back from all required yard lines a distance of one (1) foot for each two (2) feet of additional height above forty-five (45) feet. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.
- (c) *Area.*
- (1) *Size of yards.*
 - a. *Front yard.* There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "LC", except that automobile parking will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.

- b. *Side yard.* A side yard of not less than fifteen (15) feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.

- c. *Rear yard.* No rear yard is required, except that a rear yard of not less than twenty-five (25) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. The required rear yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device.

(2) *Reserved.*

SECTION 17-20. - "MD" MEDICAL DISTRICT REGULATIONS

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Day nursery or day care center.
 - (2) Nursing home or convalescent home.
 - (3) Assisted living or independent living units, limited to persons age 55 and above and including programs such as on-site meals, on-site doctor visits, medication management, organized fitness programs, housekeeping services, laundry services, craft and game programs, transportation to doctors and shopping, beauty and barber services, on-site entertainment and similar activities for senior citizens.
 - (4) Institution for care of alcoholic, narcotic, or psychiatric patients.
 - (5) Clinic: medical, dental or optical.
 - (6) Laboratory: medical, dental or optical.
 - (7) Laboratory: scientific research or testing.
 - (8) Retail sales and services for medical appliances.
 - (9) Florist.
 - (10) Drug store or pharmacy.
 - (11) Optical sales and service.
 - (12) Offices: medical, dental or optical.
 - (13) Hospital.
 - (14) Church worship facilities.
 - (15) Buildings and uses owned or operated by public governmental agencies.
 - (16) Uses similar to the above mentioned permitted uses, provided activities conducted observe the requirements of all city ordinances.
 - (17) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
 - (18) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, dust, noise, vibration or similar nuisance.
 - (19) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
 - (20) Gas and oil drilling accessory uses (SUP required).
 - (21) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
- (b) *Height.* The maximum height for the main buildings shall not exceed one hundred (100) feet. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.
- (c) *Area.*
- (1) *Size of yards.*
 - a. *Front yard.* There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "MD", except that automobile parking will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.
 - b. *Side yard.* There shall be a minimum side yard of ten (10) feet on each side of the lot or tract on which any single building or building complex is constructed.
 - c. *Rear yard.* No rear yard is required except, that a rear yard of not less than twenty-five (25) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. The required rear yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device.

(2) *Reserved.*

This Section (Office Use Only)	
Case:	
PZ:	CC:
Sign/s Picked Up By:	



LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

**ZONE CHANGE
APPLICATION**

Owner/s (name): Robert Payne	
Company Name: Hawkeye Realty West Lewisville, L.P.	
Mailing Address: 4809 Cole Avenue, Suite 245, LB-136 Dallas, TX 75205	
Work #: 214-987-2602	Cell #:
E-Mail: bobby@paynelaw.org	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): <i>Robert B Payne Jr.</i>	Date: 11-19-2015
Printed Name: Robert B Payne Jr.	

Applicant/Agent (name): Mark Bouldin (Representative: Kace King)	
Company Name: Senior Care Living VI, LLC	
Mailing Address: 8380 Bay Pines Blvd, 3rd Floor, Saint Petersburg, FL 33709	
Work #: 727-592-8889	Cell #: 941-224-7168
E-Mail: Kace_King@yahoo.com	
Applicant/Agent Signature <i>Mark C Bouldin</i>	Date: 11/18/2015
Printed Name: MARK C Bouldin	

Current Zoning: <u>LC</u>	Requested Zoning: <u>MD</u>	Acres: <u>14.310</u>
Legal Description (Lot/ Block/Tract/Abstract): <u>Tract 1 out of the Jesse Watkins Survey, Abstract No. 1327</u>		
Address/Location: <u>FM 3040 & Ace Ln TX 75067</u>		

Application and Sign Fees:

	Less than 1/2 acre	\$ 150.00
	1/2 acre up to 4.99 acres	\$ 250.00
X	5 acres up to 24.99 acres	\$ 400.00

	25 acres up to 49.99 acres	\$ 750.00
	50 acres up to 99.99 acres	\$1,000.00
	100 acres and more	\$1,500.00

Qty: <u>3</u>	Zone Change Signs - \$35 each. 1 sign required for each 5 acres (max. 5 per site)	\$ <u>105.00</u>
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Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

Amount Due (application & sign fee)	\$ <u>505.00</u>
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REQUIRED:

Fully describe the plans for the property

The 14.310 acre site located on the southeast corner of W Round Grove Rd. and S Valley Pkwy is currently zoned as a local commercial district (LC) but is proposed to be zoned as a Medical district (MD). The surrounding area consists of local commercial districts, multi-family 2 districts, light industrial districts, and office districts. Refer to exhibit for more detail on surrounding zoning.

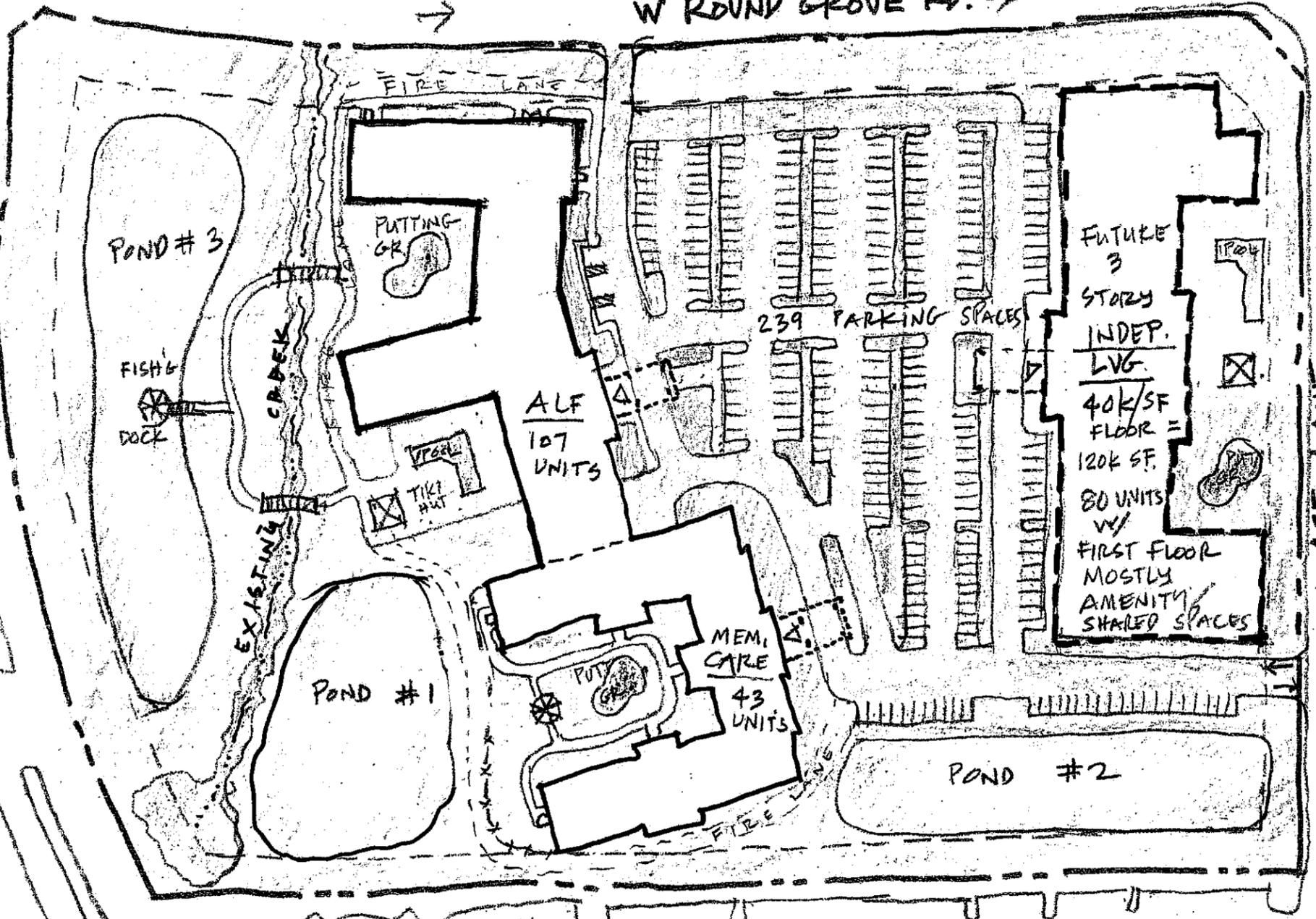
The site is proposed to be a senior living facility with construction broken up into two phases. The first phase will consist of an approximate 45 unit Memory Care Facility, and an approximate 110 unit Assisted Living Facility with surface parking. The future phase is proposed to be an approximate 80 unit Independent Living Facility.

NOTE:

Items must be staff approved and deemed complete before they will be placed on an agenda.

S. VALLEY PKWY

W ROUND GROVE RD. →



UNIT/PARKING SUMMARY
 150 + 80 = 230 UNITS
 MIN. PARKING REQ'D =
 @ 1 SPACE / 2 SENIOR
 LIVING ROOMS =
 115 SPACES REQ'D MIN.
 239 PROVIDED

LEWISVILLE, TX
 (DALLAS)
 SITE LAYOUT
 WBRC AE / DWW
 11/16/15

15 18
 40 10
 8 17
 117

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF LEWISVILLE, TEXAS BY REZONING AN APPROXIMATELY 14.31-ACRE TRACT OF LAND OUT OF THE JESSE WATKINS SURVEY, ABSTRACT NO. 1327; LOCATED AT THE SOUTHWEST CORNER OF ACE LANE AND FM 3040; FROM LOCAL COMMERCIAL DISTRICT (LC) ZONING TO MEDICAL DISTRICT (MD) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A CLAUSE RELATING TO SEVERABILITY; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING A PENALTY; AND DECLARING AN EMERGENCY.

WHEREAS, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that rezoning of the approximately 14.31-acre property described in the attached Exhibit “A” (the “Property”) be **approved**, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Lewisville, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and,

WHEREAS, the City Council of the City of Lewisville, Texas, at a public hearing called by the City Council of the City of Lewisville, Texas, did consider the following factors in making a determination as to whether this requested change should be granted or denied: effect on the congestion of the streets; the fire hazards, panics and other dangers possibly present in the securing

of safety from same; the effect on the promotion of health and the general welfare; effect on adequate light and air; the effect on the overcrowding of the land; the effect of the concentration on population; the effect on the transportation, water, sewerage, schools, parks and other public facilities; and,

WHEREAS, the City Council further considered among other things the character of the district and its peculiar suitability for particular uses and with the view to conserve the value of buildings, encourage the most appropriate use of land throughout this City; and,

WHEREAS, the City Council of the City of Lewisville, Texas, does find that there is a public necessity for the zoning change, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of adjacent property owners; and,

WHEREAS, the City Council of the City of Lewisville, Texas, does find that the change in zoning lessens the congestion in the streets; helps secure safety from fire, panic and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and,

WHEREAS, the City Council of the City of Lewisville, Texas, has determined that there is a necessity and need for this change in zoning and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the Property since it was originally classified and, therefore, feels that a change in zoning classification for the Property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Lewisville, Texas, and helps promote the general health, safety, and welfare of this community.

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

SECTION 1. The Zoning Ordinance of the City of Lewisville, Texas, be, and the same is hereby amended and changed in that the zoning of the Property is hereby changed to **MEDICAL DISTRICT (MD) ZONING**; and

SECTION 2. The City Manager, or her designee, is hereby directed to correct the official zoning map of the City of Lewisville, Texas, to reflect this change in zoning.

SECTION 3. That in all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Lewisville Zoning Ordinance and all other applicable and pertinent ordinances of the City of Lewisville, Texas.

SECTION 4. That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, and the general welfare of the community. They have been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewage, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

SECTION 5. This Ordinance shall be cumulative of all other ordinances of the City of Lewisville, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances, except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this Ordinance.

SECTION 6. That the terms and provisions of this Ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the Property shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

SECTION 7. Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court, shall be subject to a fine of not more than \$2,000.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 8. The fact that the present Zoning Ordinance and regulations of the City of Lewisville, Texas are inadequate to properly safeguard the health, safety, peace and general welfare of the inhabitants of the City of Lewisville, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this Ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE 25TH DAY OF JANUARY, 2016.

ORDINANCE NO. _____

Page 5

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

ORDINANCE NO. _____

Exhibit A
Legal Description

Exhibit B
Narrative
Concept Plan

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the Jesse Watkins Survey, Abstract No. 1327, City of Lewisville, Denton County, Texas, and being a portion of a called "Tract 1", conveyed to Hawkeye Realty West Lewisville, L.P., as evidenced in a Special Warranty Deed, recorded in Instrument No. 2008-72707 of the Official Public Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum TXDOT right of way monument found on the easterly line of said "Tract 1", same being the southeast corner of a called "Parcel 26", conveyed to the State of Texas, as evidenced in a Right of Way Deed, recorded in Instrument No. 2007-132790 of the Official Public Records of Denton County, Texas, same also being on the southerly right of way line of Round Grove Road (F. M. 3040), a variable width right of way;

THENCE South $46^{\circ}34'05''$ East, along the easterly line of said "Tract 1" and along the southerly line of said Round Grove Road (F. M. 3040), a distance of 67.69 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the most easterly, northeast corner of said "Tract 1", same being on the occupied westerly right of way line of Ace Lane, a variable width right of way, no record found;

THENCE South $00^{\circ}08'11''$ West, departing the southerly right of way line of said Round Grove Road (F. M. 3040), continuing along the easterly line of said "Tract 1" and along the westerly right of way line of said Ace Lane, a distance of 601.76 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of Lot 1, Block A of Broadstone Round Grove Addition, an Addition to the City of Lewisville, Texas, according to the Final Plat, recorded in Document No. 2013-107 of the Plat Records of Denton County, Texas;

THENCE North $89^{\circ}52'36''$ West, departing the easterly line of said "Tract 1", the westerly right of way line of said Ace Lane, and along the northerly line of said Lot 1, Block A, passing at a distance of 868.28 feet, a 5/8-inch iron rod with a yellow cap, stamped "RPLS 1890" found for the northeasterly corner of a right of way dedication as created in said Doc. No. 2013-107, continuing for a total distance of 878.32 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set on the curving easterly right of way line of Valley Parkway, as created in a Right of Way Deed to the City of Lewisville, Texas, recorded in Instrument No. 2008-70140 of the Official Public Records of Denton County, Texas, same being the beginning of a non-tangent curve to the right;

THENCE in a northerly direction, along the easterly right of way line of said Valley Parkway, the following:

Along the arc of said curve to the right, through a central angle of $26^{\circ}21'50''$, having a radius of 1,075.00 feet, a chord bearing of North $14^{\circ}07'19''$ West, a chord distance of 490.30 feet and an arc length of 494.65 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the point of compound curvature of a curve to the right;

Along the arc of said curve to the right, through a central angle of $13^{\circ}14'13''$, having a radius of 237.50 feet, a chord bearing of North $05^{\circ}40'43''$ East, a chord distance of 54.75 feet and an arc length of 54.87 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the point of reverse curvature of a curve to the left;

Along the arc of said curve to the left, through a central angle of $12^{\circ}32'46''$, having a radius of 262.50 feet, a chord bearing of North $06^{\circ}01'26''$ East, a chord distance of 57.37 feet and an arc length of 57.48 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the point of tangency of said curve;

North $00^{\circ}12'26''$ West, a distance of 71.39 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southerly end of a visibility clip;

North $45^{\circ}22'10''$ East, along said visibility clip, a distance of 25.17 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner at the intersection of the easterly right of way line of said Valley Parkway with the southerly right of way line of aforesaid Round Grove Road (F. M. 3040);

THENCE South $88^{\circ}38'52''$ East, along the southerly right of way line of said Round Grove Road (F. M. 3040), a distance of 21.17 feet to a 5/8-inch iron rod found for the most westerly corner of aforesaid Parcel 26;

THENCE in an easterly direction, along the southerly line of said Parcel 26 and continuing along the southerly right of way line of said Round Grove Road (F. M. 3040), the following:

South $79^{\circ}56'19''$ East, a distance of 142.46 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

South $84^{\circ}21'14''$ East, a distance of 100.00 feet to an aluminum TXDOT right of way monument found for a corner;

South $87^{\circ}14'43''$ East, a distance of 100.00 feet to an aluminum TXDOT right of way monument found for a corner;

South $89^{\circ}27'01''$ East, a distance of 52.37 feet to an aluminum TXDOT right of way monument found for a corner;

North $89^{\circ}47'21''$ East, a distance of 245.25 feet to a 5/8-inch iron rod found for a corner;

North $86^{\circ}35'05''$ East, a distance of 161.01 feet to an aluminum TXDOT right of way monument found for a corner;

North $89^{\circ}47'21''$ East, a distance of 101.96 feet to the **POINT OF BEGINNING** and containing 14.310 acres (623,325 square feet) of land, more or less.

MEMORANDUM

TO: Todd White, Purchasing Manager

FROM: Ron Carson, Public Works Manager

DATE: December 30, 2015

SUBJECT: **Approval of a Bid Award for an Annual Requirements Contract for Asphalt Rehab Projects to Reynolds Asphalt and Construction Company, Euless, Texas, in the Estimated Amount of \$443,482.**

BACKGROUND

This contract involves the pulverization, stabilization, and asphalt overlay of existing asphalt pavements throughout the City and is part of the Five Year Street and Drainage Program. This bid award is primarily for maintenance of existing asphalt streets. In addition, this is a sustainable process in that it would include grinding, recycling and re-use of existing asphalt product for certain sections of streets that need to be repaired.

ANALYSIS

On December 10, 2015, Two (2) proposals were received and opened for the Asphalt Maintenance Projects. The proposals were evaluated using the criteria listed in the request for proposal. The proposal with the highest score is from Reynolds Asphalt & Construction Company, PO Box 370, Euless, TX 76039, in the amount of \$443,482. Funding is available for this contract through various CIP Projects.

RECOMMENDATION

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

CITY OF LEWISVILLE
PURCHASING DIVISION
BID TABULATION
BID NO. RFP - 16-08-A
ASPHALT REHAB PROJECTS

		REYNOLDS ASPHALT AND CONSTRUCTION CO. EULESS, TEXAS	PAVECON PUBLIC WORKS, LP GRAND PRAIRIE, TEXAS
		\$443,482.05	\$550,787.80
PRICE	50%	50	40
EQUIPMENT	10%	10	10
EXPERIENCE WITH CEMENT STABILIZATION WHERE SLURRY IS MIXED ON SITE	10%	8 (A)	0 (A)
SIZE OF PREVIOUS PROJECTS	10%	10	6 (B)
PREVIOUS MUNICIPAL EXPERIENCE	10%	10	10
JUDGEMENTS DURING THE PREVIOUS FIVE YEARS	5%	5	5
EXPERIENCE WTH ROAD BOND SOIL STABILIZATION PRODUCT EN1	5%	5	5
GRAND TOTAL:		98	76

GENERAL NOTES:

(A) EXPERIENCE WITH CEMENT STABILAZATION WHRE SLURRY IS MIXED ON SITE: THE CITY HAS DIRECT EXPERIENCE USING REYNOLDS ASPHALT AND COMPANY FOR THIS PROCEEDURE; HOWEVER, REYNOLDS FAILED TO LIST THIS EXPERIENCE IN THEIR SUBMITTAL. PAVECON PUBLIC WORKS DID NOT LIST THIS EXPERIENCE IN THEIR SUBMITTAL AND THE CITY WAS NOT ABLE TO VERIFY THEIR EXPERIENCE.
(B) SIZE OF PREVIOUS PROJECTS: FOR THE PREVIOUS FIVE YEARS, REYNOLDS ASPHALT LISTED \$11,405,000 AND PAVECON PUBLIC WORKS LISTED \$6,492,158.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: January 25, 2016

SUBJECT: **Acceptance of Property Located on a Portion of 1002 Lakeland Drive; Further Identified as a Portion of Lot 15, Block F, Lakeland Terrace 2 Addition, Being Conveyed to the City of Lewisville, Texas by Donation Deed from Rhonda Blackall, Linda Scheer and Frank Scheer.**

BACKGROUND

The Texas Department of Transportation (TxDOT) has been planning the proposed I-35E highway expansion for some time. TxDOT schematics have identified certain properties that lie within the proposed future expansion area and have begun right-of-way acquisitions. Some properties will be taken in their entirety while others only have a portion being acquired. TxDOT has acquired a portion of this lot required for the highway expansion. The residence has since been demolished.

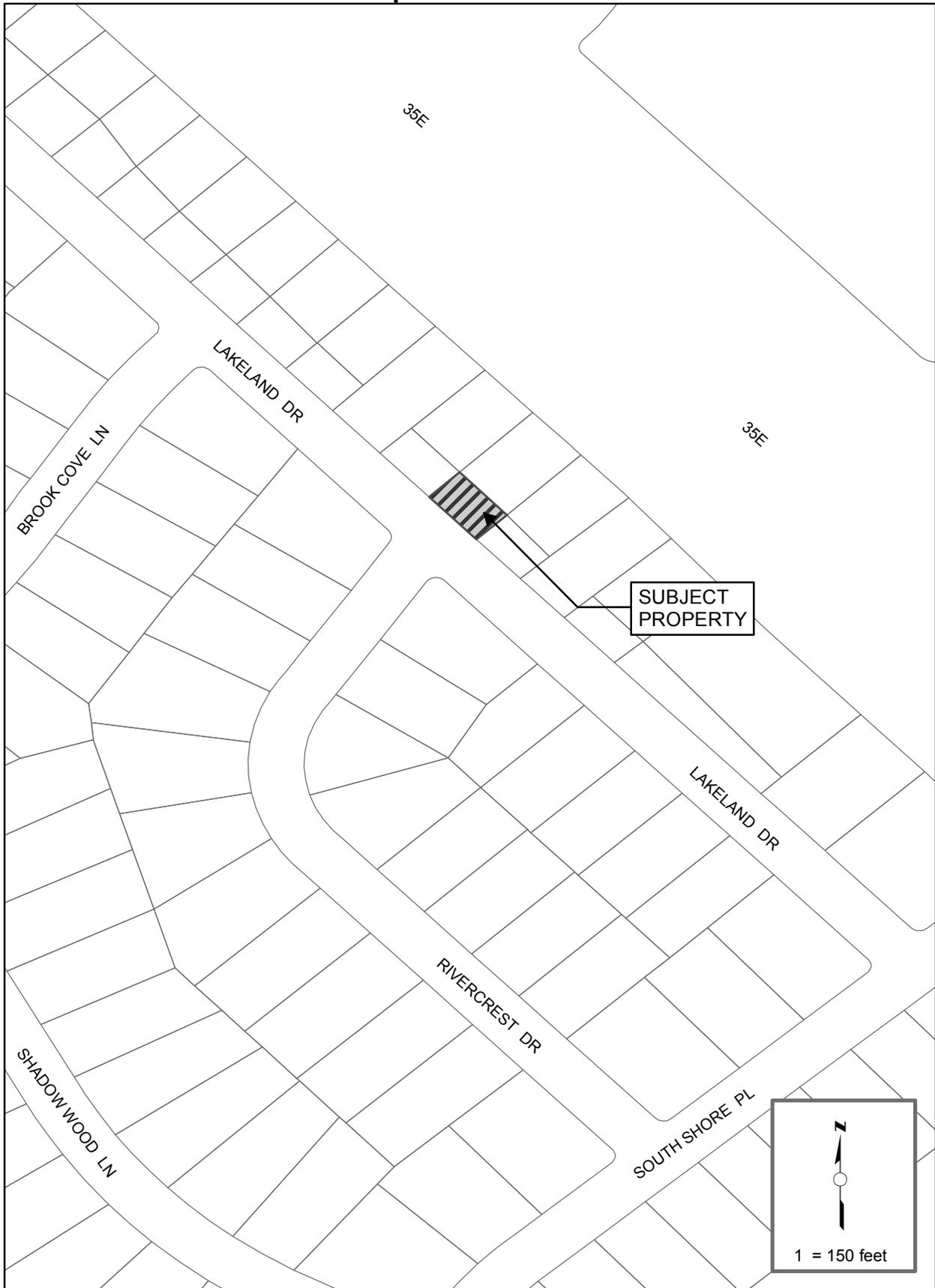
ANALYSIS

The portion acquired by TxDOT bisects the existing lot and leaves the remaining portion of the General Business (GB) lot unbuildable. The property being donated is the remainder of the lot that fronts onto Lakeland Drive. There are no existing liens on the property being donated. The I-35E Corridor Draft Plan's short term strategy for this area is to act as a landscape buffer or possible parking area for surrounding parcels. The vacant property will be maintained by PALS.

RECOMMENDATION

It is City staff's recommendation that the City Council accept that Portion of Lot 15, Block F, Lakeland Terrace 2 Addition being conveyed to the City of Lewisville, Texas by the Rhonda Blackall, Linda Scheer and Frank Scheer Donation Deed.

Location Map - 1002 Lakeland Dr.



Parcel Impacts

Both commercial and residential property impacts could occur, primarily along the west edge of the highway. The widening could require building acquisitions from parcels 38 to 47. Additional residential, commercial and light industrial acquisitions could occur east of the highway between Fox Avenue and Business 121. In addition to building impacts, large parcels adjacent to the corridor could experience either land or parking impacts. For example, parcel 34 is an existing strip mall set back from the IH-35E corridor with commercial pad sites along the frontage road. Although the strip mall could remain in operation in the short-term, its future use and building configuration could benefit from a more comprehensive strategy for long-term redevelopment.

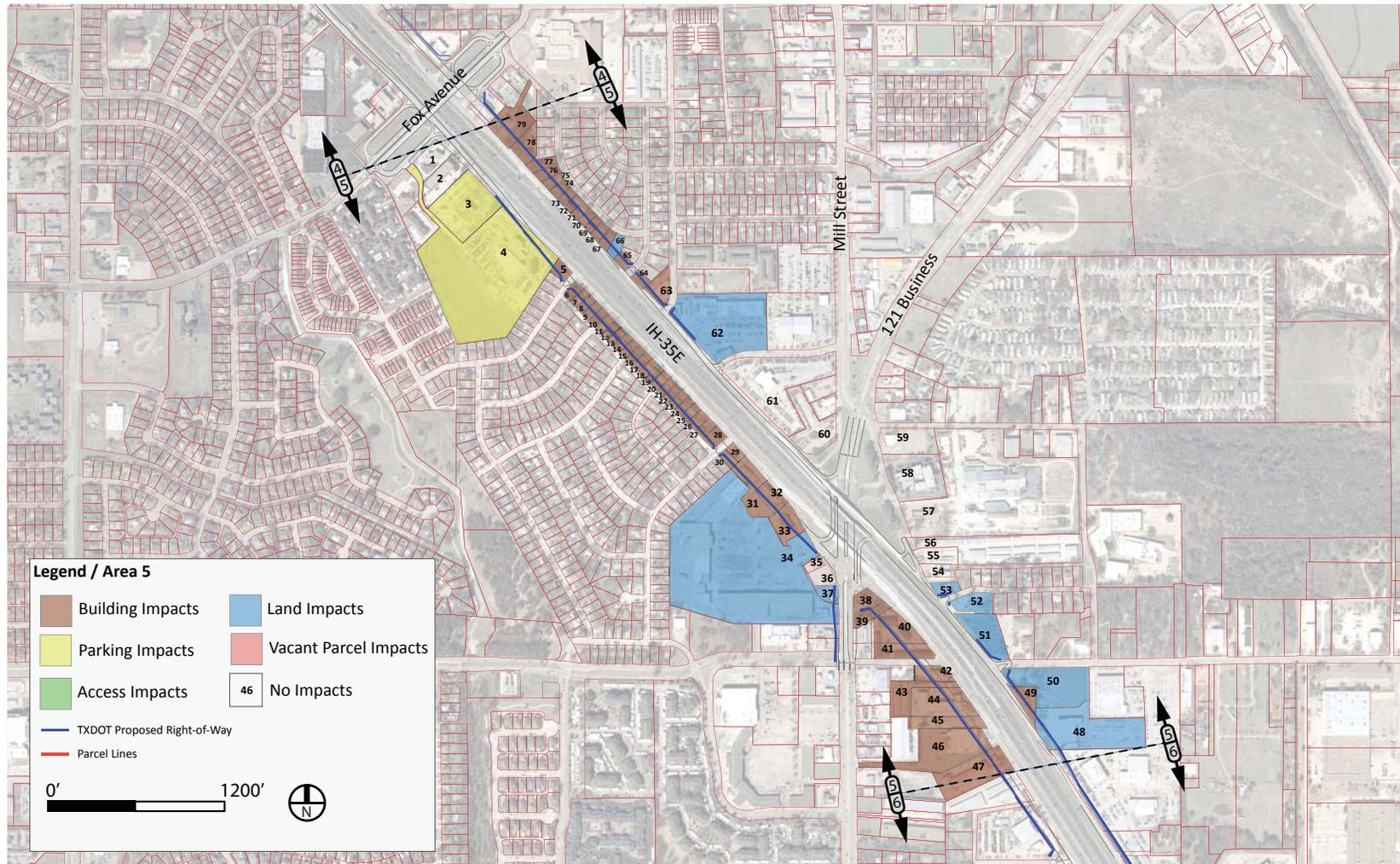


Figure C34: Subarea 5 - Parcel Impact Analysis Map

Parcel	Existing Land Use	Zoning	Impact Classification	Description of Impact	Redevelopment Strategy
1	GS	GB	No Impact	No impact.	Business remains in operation.
2	HM	GB	No Impact	No impact.	Business remains in operation.
3	RR	GB	"Parking/ Site"	Minor impact to parking area, setback and/or screening.	Business remains in operation (with allowance of parking and setback variance).
4	CB	GB	"Parking/ Site"	Minor impact to parking area, setback and/or screening.	Business remains in operation (with allowance of parking and setback variance).
5	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
6	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
7	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
8	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
9	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
10	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
11	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
12	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
13	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
14	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
15	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
16	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
17	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
18	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
19	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
20	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels
21	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider remaining parcel area for parking or landscaping for adjacent parcels

Figure C35: Subarea 5 - Parcel Impact Matrix - continued on next page

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DONATION DEED

PARCEL 40

THE STATE OF TEXAS

§
§
§

ROW CSJ: 0196-02-115

COUNTY OF DENTON

That, **RHONDA BLACKALL, a single person, LINDA SCHEER and husband, FRANK SCHEER**, of the County of Denton, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollar (\$1.00) to Grantors in hand paid by City of Lewisville, a municipal corporation, of the County of Denton, State of Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto **CITY OF LEWISVILLE, a municipal corporation**, of the County of Denton, State of Texas, all that certain tract or parcel of land lying and being situated in the County of Denton, State of Texas, more particularly described as follows:

Lot 15, in Block F, of Lakeland Terrace No. 2, an addition to the City of Lewisville, Denton County, Texas, according to the Map or Plat thereof recorded in Cabinet A, Page 53, of the Plat Records, Denton County, Texas, **SAVE AND EXCEPT** that property more particularly described in **Exhibit "A"**, which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Lewisville, Texas, and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Lewisville, Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 26 day of February, 2014.



Rhonda Blackall



Linda Scheer



Frank Scheer

Acknowledgements

State of Texas,
County of Denton:

This instrument was acknowledged before me on FEBRUARY 26, 2014, 2013, by Rhonda Blackall.



Shelly Auringer
Notary Public, State of Texas

State of Texas,
County of Denton:

This instrument was acknowledged before me on FEBRUARY 26, 2014, 2013, by Linda Scheer and husband, Frank Scheer.



Shelly Auringer
Notary Public, State of Texas

County: Denton
Highway: Interstate Highway 35-E
R.O.W. CSJ: 0196-02-115



Description for Parcel 40

BEING 5,655 square feet of land, situated in the Eli Pickett Survey, Abstract No. 1014, City of Lewisville, Denton County, Texas, and being part of a tract of land conveyed to Lemuel R. Gower and wife, Flossie Gower by deed recorded in Volume 476, Page 77 of the Deed Records of Denton County, Texas (D.R.D.C.T) and being further described as part of Lot 15 in Block F of "Lakeland Terrace No. 2", an addition to the City of Lewisville, Texas as recorded in Cabinet A, Page 53 of the Plat Records of Denton County, Texas (P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod, controlling monument (CM), found for the most southerly corner of said Lot 15 and the most westerly corner of a tract of land conveyed to Rodney Zellars, Joan Zellars, and Jennice Daniels as Co-Trustees of the R&J Zellars Family Revocable Trust by deed recorded in (D.C.C.F.) No. 2008-21980 of the (D.R.D.C.T), same being the most westerly corner of Lot 16 in said Lakeland Terrace No. 2 Addition, and located in the existing northeasterly right of way line of Lakeland Drive (a 50.00 foot R.O.W.);

THENCE North 45°58'17" East, departing the existing northeasterly right of way line of said Lakeland Drive and along the common northwesterly line of said Lot 16 and the southeasterly line of said Lot 15, a distance of 37.00 feet to a 5/8" iron rod with aluminum cap marked "TXDOT" set for the beginning of an Access Denial Line and located in the new southwesterly right of way line of Interstate Highway 35-E (a variable width R.O.W.) for the POINT OF BEGINNING having N.A.D. 83 (1993) Texas State Plane, North Central Zone (4202) surface coordinate of North 7063035.52, East 2429443.19, and being the beginning of a non-tangent curve to the right, having a radius of 10942.00 feet and a chord which bears North 43°50'20" West, 61.00 feet;

- 1) THENCE in a northwesterly direction departing the northwesterly line of said Lot 16 and the southeasterly line of said Lot 15 and along the new southwesterly right of way line of said Interstate Highway 35-E, said Access Denial Line, and said curve to the right, through a central angle of 00°19'10", an arc distance of 61.00 feet to a 5/8" iron rod with aluminum cap marked "TXDOT" set for the end of said curve and located in the northwesterly line of said Lot 15 and the southeasterly line of a tract of land conveyed to Rodney Zellars, Joan Zellars, and Jennice Daniels as Co-Trustees of the R&J Zellars Family Revocable Trust by deed recorded in (D.C.C.F.) No. 2008-21979 of the (D.R.D.C.T), same being the southeasterly line of Lot 14 in said Lakeland Terrace No. 2 Addition, and being the end of this Access Denial Line
- 2) THENCE North 45°58'17" East, departing the new southwesterly right of way line of said Interstate Highway 35-E and said Access Denial Line and along the common northwesterly line of said Lot 15 and the southeasterly line of said Lot 14, a distance of 92.59 feet to a point for the most northerly corner of said Lot 15, same being the most northerly corner of said Gower tract, and located in the existing southwesterly right of way line of Interstate Highway 35-E (a variable width R.O.W.);



County: Denton
 Highway: Interstate Highway 35-E
 R.O.W. CSJ: 0196-02-115

Page 2 of 3
 September 30, 2010

Description for Parcel 40

- 3) THENCE South 44°01'00" East, departing the southeasterly line of said Lot 14 and along the common existing southwesterly right of way line of said Interstate Highway 35-E and the northeasterly line of said Gower tract, a distance of 61.00 feet to a point for the most easterly corner of said Lot 15 and the most northerly corner of said Lot 16;
- 4) THENCE South 45°58'17" West, departing the existing southwesterly right of way line of said Interstate Highway 35-E and along the common southeasterly line of said Lot 15 and the northwesterly line of said Lot 16, a distance of 92.78 feet to the POINT OF BEGINNING and containing 5,655 square feet [0.1298 acre] of land, more or less.

Access is prohibited across the "Access Denial Line" to the highway facility from the adjacent property.

Basis of Bearings is a line between Texas Department of Transportation GPS Satellite Station R0610096 (North 7047746.872, East 2445861.919 Grid Coordinates) and Texas Department of Transportation GPS Satellite Station R0610058 (North 7091813.057, East 2418964.426 Grid Coordinates), North American Datum 1983 (1993), which is North 31°23'58" West - Texas State Plane, North Central Zone (4202).

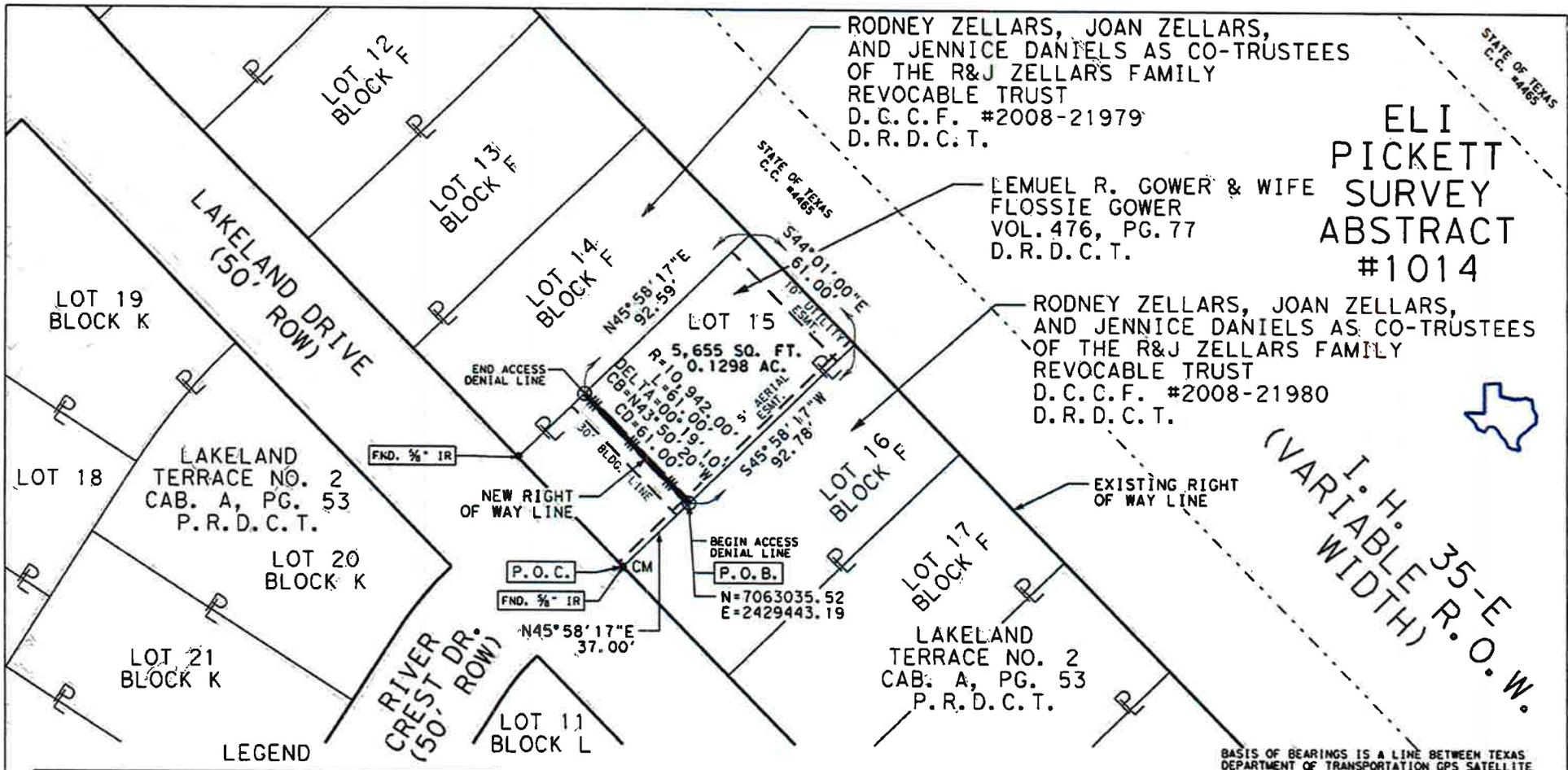
All coordinates shown are surface unless otherwise noted and may be converted to grid by dividing by the TxDOT combined scale factor of 1.00015063.

I, G. Dennis Qualls, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.


 G. Dennis Qualls, R.P.L.S. Date
 Texas Registration No. 4276



Lina T. Ramey & Associates, Inc.
 1349 Empire Central, Suite 900
 Dallas, Texas 75247
 Ph. 214-979-1144



LEGEND

- EXISTING ROADWAY RIGHT OF WAY BOUNDARY LINE
 - EXISTING RIGHT OF WAY LINE
 - NEW RIGHT OF WAY LINE
 - PROPERTY LINE
 - SURVEY LINE
 - EXISTING EASEMENT LINE
 - ACCESS DENIAL LINE
- ACCESS IS PROHIBITED ACROSS THE "ACCESS DENIAL LINE"

- - TXDOT ALUMINUM CAP SET ON TOP OF A 5/8-INCH IRON ROD UNLESS OTHERWISE NOTED (AD)
- - TXDOT BRASS DISK (BD)
- - SET 5/8-INCH IRON ROD WITH RED PLASTIC CAP MARKED "LTRA"
- - FOUND MONUMENT (AS NOTED)
- CM - CONTROLLING MONUMENT

==THE MONUMENT DESCRIBED AND SET IN THIS CALL IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.



CITY OF LEWISVILLE

A PLAT OF A SURVEY OF
PARCEL 40
FOR INTERSTATE HIGHWAY 35-E
RIGHT OF WAY CSJ: 0196-02-115
A 5,655 SQ. FT., 0.1298 AC.]
TRACT OF LAND IN THE
ELI PICKETT SURVEY
ABSTRACT NO. 1014
CITY OF LEWISVILLE
DENTON COUNTY, TEXAS

BASIS OF BEARINGS IS A LINE BETWEEN TEXAS DEPARTMENT OF TRANSPORTATION GPS SATELLITE STATION R0610096 (NORTH 7047746.872, EAST 2445861.919 GRID COORDINATES) & TEXAS DEPARTMENT OF TRANSPORTATION GPS SATELLITE STATION R0610058 (NORTH 7091813.057, EAST 2418964.426 GRID COORDINATES), NORTH AMERICAN DATUM 1983 (1993), WHICH IS N31°23'58"W-Texas STATE PLANE, NORTH CENTRAL ZONE (4202). ALL COORDINATES SHOWN ARE SURFACE UNLESS OTHERWISE NOTED AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT COMBINED SCALE FACTOR OF 1.00015063.



G. Dennis Qualls 11-8-2010
G. DENNIS QUALLS, R.P.L.S. NO. 4276 DATE

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: January 25, 2016

SUBJECT: **Acceptance of Property Located on a Portion of 696 South Stemmons Freeway; Further Identified as a Portion of Lot 23, Block 3, James Degan Addition, Being Conveyed to the City of Lewisville, Texas by Donation Deed from Bobby Joe Moseley and Betty Moseley.**

BACKGROUND

The Texas Department of Transportation (TxDOT) has been planning the proposed I-35E highway expansion for some time. TxDOT schematics have identified certain properties that lie within the proposed future expansion area and have begun right-of-way acquisitions. Some properties will be taken in their entirety while others only have a portion being acquired. TxDOT has acquired the majority of this lot for the highway expansion. The residence has since been demolished.

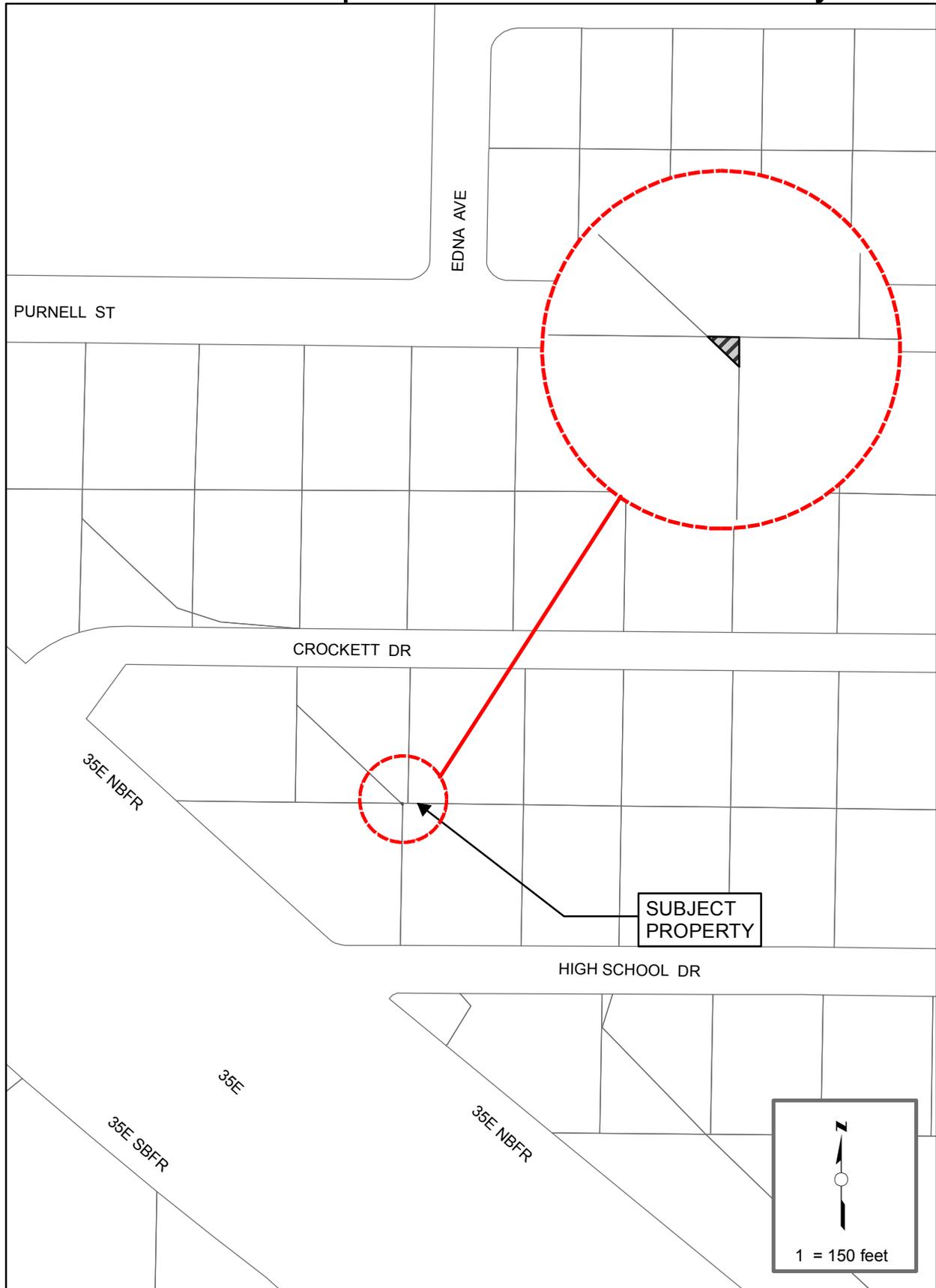
ANALYSIS

The portion acquired by TxDOT is the majority of the existing lot and leaves the remaining portion of the Single-Family Residential (R-7.5) lot unbuildable. The property being donated is the remainder of the lot that fronts onto Stemmons Freeway North. There are no existing liens on the property being donated. There is no short term strategy in the I-35E Corridor Draft Plan as all but approximately 4.36 square feet of this property was acquired by TxDOT. The vacant property will be maintained by PALS.

RECOMMENDATION

It is City staff's recommendation that the City Council accept that Portion of Lot 23, Block 3, James Degan Addition being conveyed to the City of Lewisville, Texas by the Bobby Joe Moseley and Betty Moseley Donation Deed.

Location Map - 696 S. Stemmons Frwy.



Parcel Impacts

Approximately 27 building impacts could occur in this subarea. The majority of these impacts could be concentrated east of IH-35E between West Main Street and Fox Avenue. The primary use of these parcels is office. Scattered parking and land impacts could also occur, but to a lesser degree than building impacts.

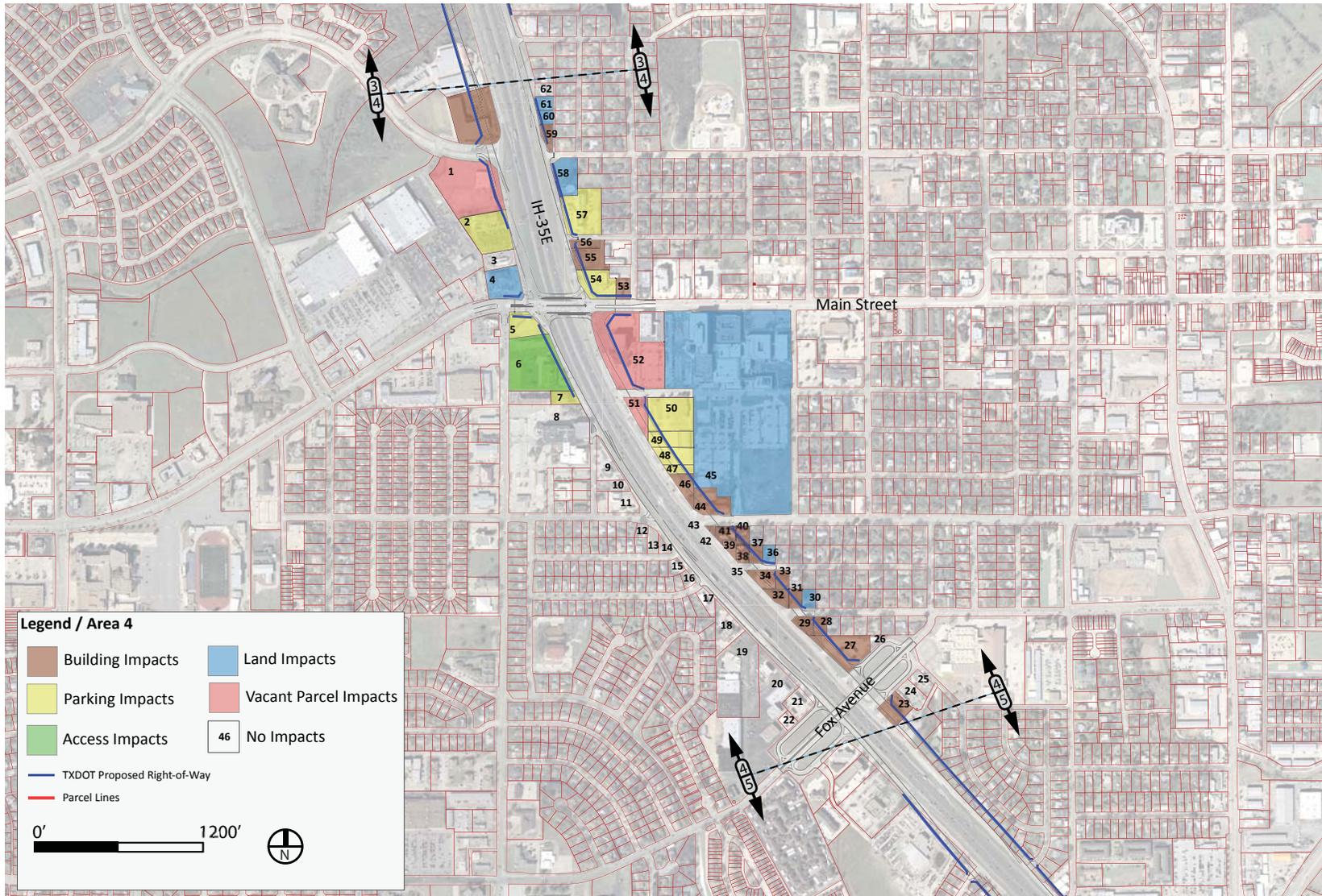


Figure 26: Subarea 4 - Parcel Impact Analysis Map

Parcel	Existing Land Use	Zoning	Impact Classification	Description of Impact	Redevelopment Strategy
22	RR	GB	No Impact	No impact.	Business remains in operation
23	GS	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider new development on-site or assemblage with adjacent parcels.
24	COM	GB	No Impact	No impact.	Business remains in operation
25	COM	GB	No Impact	No impact.	Business remains in operation
26	COM	GB	No Impact	No impact.	Business remains in operation
27	COM	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider new development on-site or assemblage with adjacent parcels.
28	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider new development on-site or assemblage with adjacent parcels.
29	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider new development on-site or assemblage with adjacent parcels.
30	SF	GB	Land	Minor impact to parking area, setback and/or screening.	Business remains in operation
31	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider new development on-site or assemblage with adjacent parcels.
32	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	None; full parcel acquired.
33	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider new development on-site or assemblage with adjacent parcels.
34	COM	GB	Building	Full site acquisition	Consider new development on-site or assemblage with adjacent parcels.
35	COM	GB	Land	Full site acquisition	None; full parcel acquired.
36	SF	GB	Land	Minor impact to parking area, setback and/or screening.	Business remains in operation.
37	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider new development on-site or assemblage with adjacent parcels.
38	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider new development on-site or assemblage with adjacent parcels.
39	COM	GB	Building	Full site acquisition	None; full parcel acquired.
40	SF	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider new development on-site or assemblage with adjacent parcels.
41	COM	GB	Building	Building could be demolished due to proposed right-of-way alignment.	Consider new development on-site or assemblage with adjacent parcels.
42	COM	GB	Building	Full site acquisition	None; full parcel acquired.

Figure C27: Subarea 4 - Parcel Impact Matrix - continued on next page

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DONATION DEED

PARCEL 100

THE STATE OF TEXAS

§
§
§

ROW CSJ: 0196-02-115

COUNTY OF DENTON

That, **BOBBY JOE MOSELEY AND BETTY MOSELEY, husband and wife**, of the County of Denton, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollar (\$1.00) to Grantors in hand paid by City of Lewisville, a municipal corporation, of the County of Denton, State of Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto **CITY OF LEWISVILLE, a municipal corporation**, of the County of Denton, State of Texas, all that certain tract or parcel of land lying and being situated in the County of Denton, State of Texas, more particularly described as follows:

Lot 23, in Block 3, of the James Degan Subdivision, an addition to the City of Lewisville, Denton County, Texas, according to the Map or Plat thereof recorded in Volume 413, Page 96, of the Plat Records, Denton County, Texas, **SAVE AND EXCEPT** that property more particularly described in **Exhibit "A"**, which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Lewisville, Texas, and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Lewisville, Texas, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 24 day of Feb, ²⁰¹⁴ 2013.


Bobby Joe Moseley


Betty Moseley

Acknowledgement

State of Texas,
County of Denton:

This instrument was acknowledged before me on February 4, 2014, 2013, by Bobby Joe Moseley and Betty Moseley, husband and wife.



Notary Public, State of Texas

(seal)





County: Denton
Highway: Interstate Highway 35-E
R.O.W. CSJ: 0196-02-115

Page 1 of 3
October 20, 2010

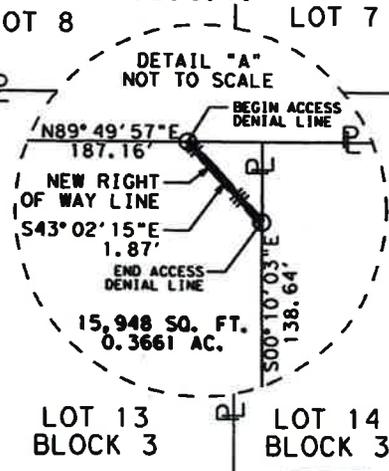
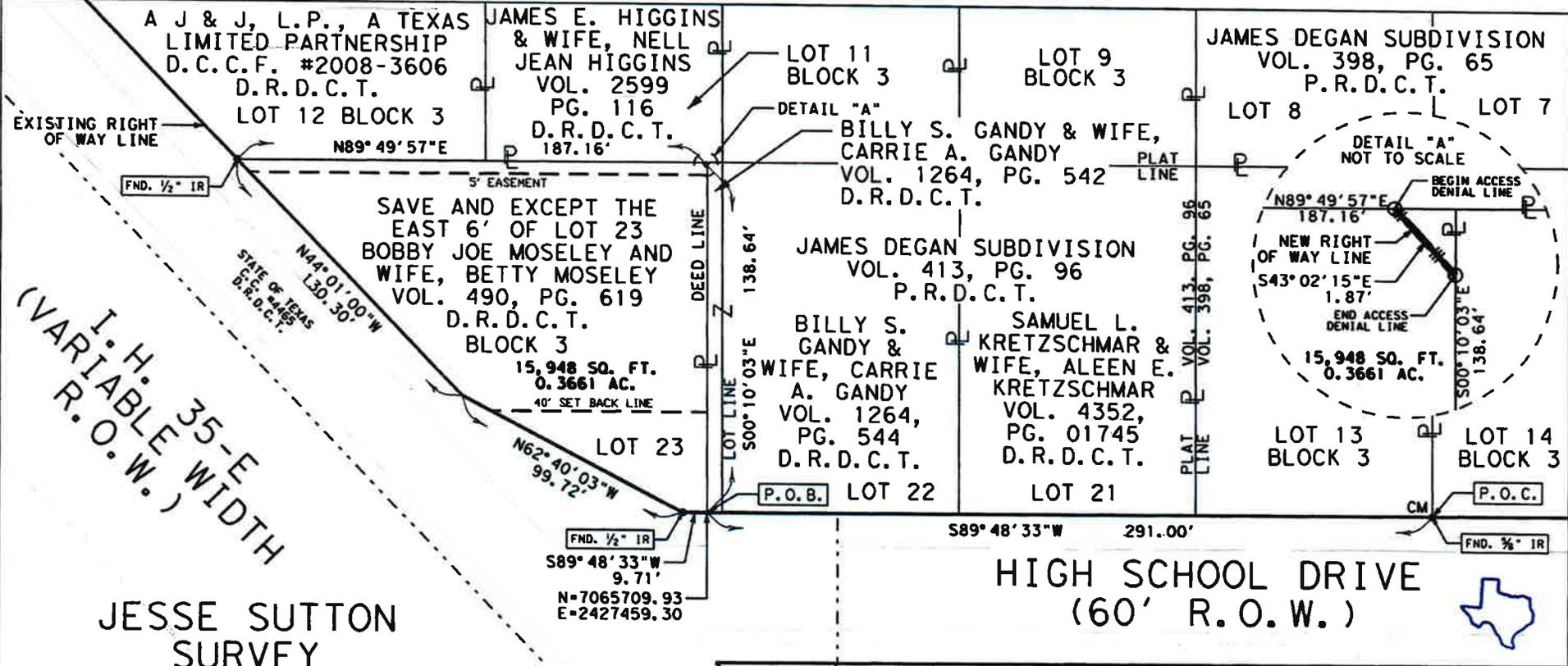
Description for Parcel 100

BEING 15,948 square feet of land, situated in the Jesse Sutton Survey, Abstract No. 1155, City of Lewisville, Denton County, Texas, and being all of a tract of land conveyed to Bobby Joe Moseley and wife, Betty Moseley by deed recorded in Volume 490, Page 619 of the Deed Records of Denton County, Texas (D.R.D.C.T) and being further described as all of Lot 23 in Block 3 of the "James Degan Subdivision", an addition to the City of Lewisville, Texas as recorded in Volume 413, Page 96 of the Plat Records of Denton County, Texas (P.R.D.C.T.), save and except the east 6.00 feet of said Lot 23 as conveyed to Billy S. Gandy and wife Carrie A. Gandy by deed recorded in Volume 1264, Page 542 of the (D.R.D.C.T), and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found, controlling monument (CM), for the southwest corner of Lot 14 and the southeast corner of Lot 13 in Block 3 of the "James Degan Subdivision", an addition to the City of Lewisville, Texas as recorded in Volume 398, Page 65 of the (P.R.D.C.T.) and located in the existing north right of way line of High School Drive (a 60.00 foot R.O.W.);

THENCE South 89°48'33" West, departing the west line of said Lot 14 and along the common existing north right of way line of said High School Drive and the south line of said Block 3, a distance of 291.00 feet to a point for the southeast corner of said Moseley tract and the southwest corner of said Gandy tract for the POINT OF BEGINNING having N.A.D. 83 (1993) Texas State Plane, North Central Zone (4202) surface coordinate of North 7065709.93, East 2427459.30;

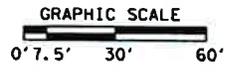
- 1) THENCE South 89°48'33" West, departing the west line of said Gandy tract and along the common southwesterly line of said Lot 23 and the existing north right of way line of said High School Drive, a distance of 9.71 feet to a 1/2" iron rod found for corner located in the existing northeasterly right of way line of Interstate Highway 35-E (a variable width R.O.W.);
- 2) THENCE North 62°40'03" West, departing the existing north right of way line of said High School Drive and along the common southwesterly line of said Lot 23 and the existing northeasterly right of way line of said Interstate Highway 35-E, a distance of 99.72 feet to a point for corner;
- 3) THENCE North 44°01'00" West, continuing along the existing northeasterly right of way line of said Interstate Highway 35-E, a distance of 130.30 feet to a 1/2" iron rod found for the most westerly corner of said Lot 23 and the southwest corner of a tract of land conveyed to A J & J, L.P., a Texas Limited Partnership by deed recorded in Denton County Clerk File No. 2008-3606 of the (D.R.D.C.T), same being the southwest corner of Lot 12, Block 3 in said James Degan Subdivision as recorded in Volume 398, Page 65;
- 4) THENCE North 89°49'57" East, departing the existing northeasterly right of way line of said Interstate Highway 35-E and along the common north line of said Lot 23, a distance of 187.16 feet to a 5/8" iron rod with aluminum cap marked "TXDOT" set for corner in the new northeasterly right of way line of Interstate Highway 35-E (a variable width R.O.W.) and located in the south line of a tract of land conveyed to James E. Higgins and wife, Nell Jean Higgins by deed recorded in Volume 2599, Page 116 of the (D.R.D.C.T.), same being the south line of Lot 11, Block 3 in said James Degan Subdivision, and being the beginning of an Access Denial Line;



LEGEND

- EXISTING ROADWAY RIGHT OF WAY BOUNDARY LINE
- EXISTING RIGHT OF WAY LINE
- NEW RIGHT OF WAY LINE
- PROPERTY LINE
- SURVEY LINE
- EXISTING EASEMENT LINE
- ACCESS DENIAL LINE

- ACCESS IS PROHIBITED ACROSS THE "ACCESS DENIAL LINE"
- - TXDOT ALUMINUM CAP SET ON TOP OF A 5/8-INCH IRON ROD UNLESS OTHERWISE NOTED (AD)
 - - TXDOT BRASS DISK (BD)
 - - SET 5/8-INCH IRON ROD WITH RED PLASTIC CAP MARKED "LTRA"
 - - FOUND MONUMENT (AS NOTED)
 - CM - CONTROLLING MONUMENT



CITY OF LEWISVILLE

A PLAT OF A SURVEY OF PARCEL 100 FOR INTERSTATE HIGHWAY 35-E RIGHT OF WAY CSJ: 0196-02-115 A 15,948 SQ. FT., [0.3661 AC.] TRACT OF LAND IN THE JESSE SUTTON SURVEY ABSTRACT NO. 1155 CITY OF LEWISVILLE DENTON COUNTY, TEXAS

BASIS OF BEARINGS IS A LINE BETWEEN TEXAS DEPARTMENT OF TRANSPORTATION GPS SATELLITE STATION R0610096 (NORTH 7047746.872, EAST 2445861.919 GRID COORDINATES) & TEXAS DEPARTMENT OF TRANSPORTATION GPS SATELLITE STATION R0610058 (NORTH 7091813.057, EAST 2418964.426 GRID COORDINATES), NORTH AMERICAN DATUM 1983 (1993), WHICH IS N31° 23' 58" W-TEXAS STATE PLANE, NORTH CENTRAL ZONE (4202). ALL COORDINATES SHOWN ARE SURFACE UNLESS OTHERWISE NOTED AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT COMBINED SCALE FACTOR OF 1.00015063.



G. Dennis Qualls 11-15-2010
G. DENNIS QUALLS, R.P.L.S. NO. 4276 DATE

****THE MONUMENT DESCRIBED AND SET IN THIS CALL IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE 11 RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.**

MEMORANDUM

TO: Donna Barron, City Manager
FROM: Gina Thompson, Strategic Services Director
DATE: January 11, 2016
SUBJECT: **Approval of the Dates for the 2016 City Council Retreat.**

BACKGROUND

Council previously approved February 26th and 27th as the dates for the 2016 City Council Retreat to be held at the Marriott at Legacy Town Center in Plano, Texas.

ANALYSIS

Due to conflicting schedules, staff is now recommending holding the retreat February 19th and 20th. The retreat has historically been a three day retreat. This year, it is planned for all day Friday and until 5:00 p.m. on Saturday.

RECOMMENDATION

That the City Council approve February 19th and 20th as the dates for the 2016 City Council Retreat.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon, PE, City Engineer

VIA: Eric Ferris, Assistant City Manager

DATE: January 11, 2015

SUBJECT: **Approval of an Access Easement to Connell Development Company Across City Property for the Purpose of Constructing and Maintaining an Access Drive From Bennett Lane to 591 Bennett Lane; and Authorization for the Mayor to Execute the Access Easement.**

BACKGROUND

Connell Development Company submitted the Connell Development Addition final plat for the property located at 591 Bennett Lane. The property has no access to a public street thus a shared access easement to Bennett Lane is required from the City prior to the approval of the final plat. The property as well as all adjoining property is zoned Light Industrial (LI).

ANALYSIS

WRN Creekside Development LLC deeded Lot 3, Block A of the WRN Creekside Development Addition to the City of Lewisville on May 22, 2015. The City property wraps around a 1.335 acre parcel of land owned by Connell Development Company on two sides preventing the Connell Development property from having direct access to Bennett Lane. The proposed shared access easement will grant access to the 1.335 acres parcel of land from Bennett Lane. At this time no proposed plans for development for the 1.335 acre Connell Development parcel have been submitted for staff review. The subject property as well as all adjoining property is zoned Light Industrial (LI). Staff has reviewed the proposed location of the access easement and has no issues with its location. City Council approval is required for this type of request.

RECOMMENDATION

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

SHARED ACCESS EASEMENT

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §**

THAT the City of Lewisville, Texas, a municipal corporation (the “Grantor”) for and in consideration of the sum of TEN (\$10.00) DOLLARS, to the undersigned in hand paid by Connell Development Company (the “Grantee”), the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by remaining property as a result of the Grantee’s construction and maintenance of an access driveway, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto Grantee a perpetual non-exclusive shared access easement (the “Shared Access Easement”) over, through, across and along a portion of a tract of land out of the John H. Havens Survey, Abstract No. 541, situated in the City of Lewisville, Denton County, Texas, being a part of Lot 3, Block A as described in Special Warranty Deed with Possibility of Reverter to the City of Lewisville, as recorded in Document Number 2015-56437, in the Official Records of Denton County, Texas (O.R.D.C.T.), and being part of Lot 3, Block A of WRN Creekside Development Addition, Lots 1-3, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in Document Number 2015-189 O.R.D.C.T., and being more particularly described and depicted on Exhibit A, attached hereto and made a part hereof (the “Easement Area”).

The Shared Access Easement is hereby granted for the sole purpose of giving to Grantee, its successors and assigns, the unimpeded right of ingress and egress over, through, across, and along the Easement Area for ingress and egress from Bennett Lane to the property depicted in Exhibit B, including the right to maintain, construct, reconstruct, repair, and/or replace a paved access driveway as the Grantee deems necessary. The payment of the purchase price for the Shared Access Easement herein conveyed shall be considered full compensation for same, and for any diminution in value that may result to remaining property by virtue of project proximity thereto, grade, alignment, or the alteration of drainage patterns and facilities.

Grantor retains all rights to the Easement Area, provided that the Grantor’s exercise of such rights does not interfere with the Grantee’s rights under this easement. Grantor agrees not to interfere with the Grantee’s ability to use or maintain the paved driveway, except as necessary to install, maintain, construct, reconstruct, repair and/or replace water or wastewater utility facilities, including but not limited to City-owned water and wastewater mains. Grantor covenants that if it grants an overlapping easement, license, or lease over the Easement Area, Grantor shall include provisions that ensure such grant shall not unreasonably interfere with Grantee’s use of the Easement Area.

After recording return to:
Jeff Kelly, P.E
City of Lewisville,
P.O. Box 299002
Lewisville, TX 75029-9002

Grantee shall be solely responsible for lighting, maintenance, and cleaning of the Easement Area, including, but not limited to, drainage, signage, and any required landscaping in accordance with the Lewisville Code of Ordinances, as amended. Grantee shall be responsible for ensuring that any paved driveway is constructed and maintained in compliance with the Lewisville Code of Ordinances, as amended. Grantee shall have the right to remove and keep removed from the Easement Area any and all structures, fences, trees, shrubs, growths or other obstructions which Grantee determines endanger or interfere with Grantee's enjoyment and/or use of the Shared Access Easement.

Should the Grantor herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such party has been duly and legally authorized to so sign. Grantor has obtained consent from all lienholders/mortgagees. The Grantor represents that, to the best of their knowledge, there are no lienholders or mortgagees on the property.

TO HAVE AND TO HOLD the same, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, lienholders, mortgagees, or successors, to Warrant and Forever Defend, all and singular the said Shared Access Easement unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof. This Shared Access Easement may only be amended or terminated with the consent of both the Grantor and Grantee, or their then heirs, executors, administrators, lienholders, mortgagees, or successors. The provisions of this document are hereby declared covenants running with the land.

EXECUTED this 9th day of December, 2015.



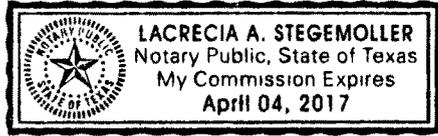
Connell Development Company
Mark W. Connell
President

City of Lewisville
Rudy Durham
Mayor

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF ~~DENTON~~ §
 DALLAS

This instrument was acknowledged before me on the 9TH day of
DECEMBER, 2015, by MARK W. CONNELL.



Lacrecia Stegemoller
Notary Public
State of Texas

My Commission Expires:

EXHIBIT "A"
ACCESS EASEMENT

BEING a tract of land out of the John H. Havens Survey, Abstract No. 541, situated in the City of Lewisville, Denton County, Texas, being a part of Lot 3, Block A as described in Special Warranty Deed with Possibility of Reverter to the City of Lewisville, as recorded in Document Number 2015-56437, in the Official Records of Denton County, Texas (O.R.D.C.T.), and being part of Lot 3, Block A of WRN Creekside Development Addition, Lots 1-3, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in Document Number 2015-189 O.R.D.C.T., and being more particularly described by metes and bounds as follows:

COMMENCING at 1/2-inch found iron rod for the most southerly southwest corner of said Lot 3 and the southeast corner of that 0.224 acre tract of land described in deed to David Lynn Chaffin, as recorded in Volume 1280, Page 428 in the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being on the north right-of-way line of Bennett Lane (a variable width right-of-way);

THENCE North 89 degrees 40 minutes 52 seconds East, along said north right-of-way line, a distance of 15.00 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE North 00 degrees 56 minutes 42 seconds West, departing said north right-of-way line, a distance of 20.61 feet to a 1/2-inch set iron rod with blue cap for corner on the common line between said Lot 3 and the remainder tract of a 7.1864 acre tract of land described in Substitute Trustee's Deed to Connell Development Co., as recorded in Volume 2544, Page 44 R.P.R.D.C.T.;

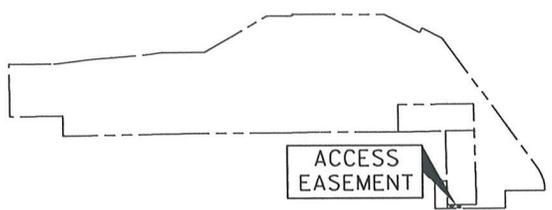
THENCE South 89 degrees 54 minutes 12 seconds East, along said common line, a distance of 45.01 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE South 00 degrees 56 minutes 42 seconds East, departing said common line, a distance of 20.28 feet to a 1/2-inch set iron rod with blue cap for corner on said north right-of-way line;

THENCE South 89 degrees 40 minutes 52 seconds West, along said north right-of-way line, a distance of 45.00 feet to the POINT OF BEGINNING AND CONTAINING 920 square feet or 0.0211 acres of land, more or less.

A Plat accompanies this legal description.

C: HP9040 MON FS FW.plt
SHEET
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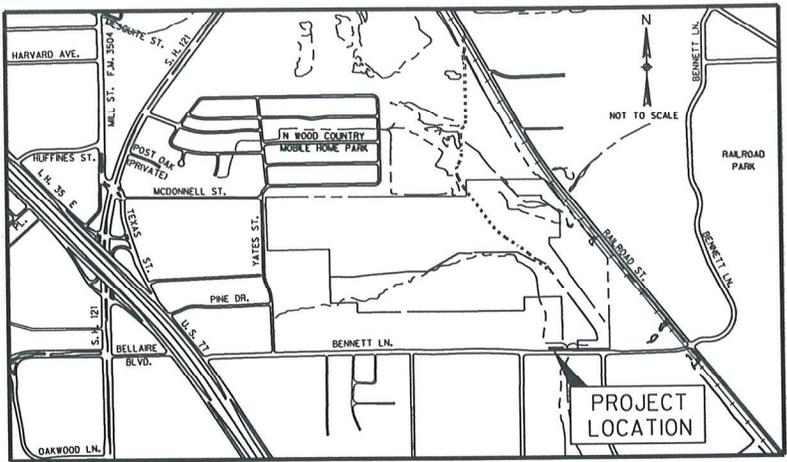
PARENT TRACT
NOT TO SCALE

JOHN H. HAVENS SURVEY
ABSTRACT NO. 541

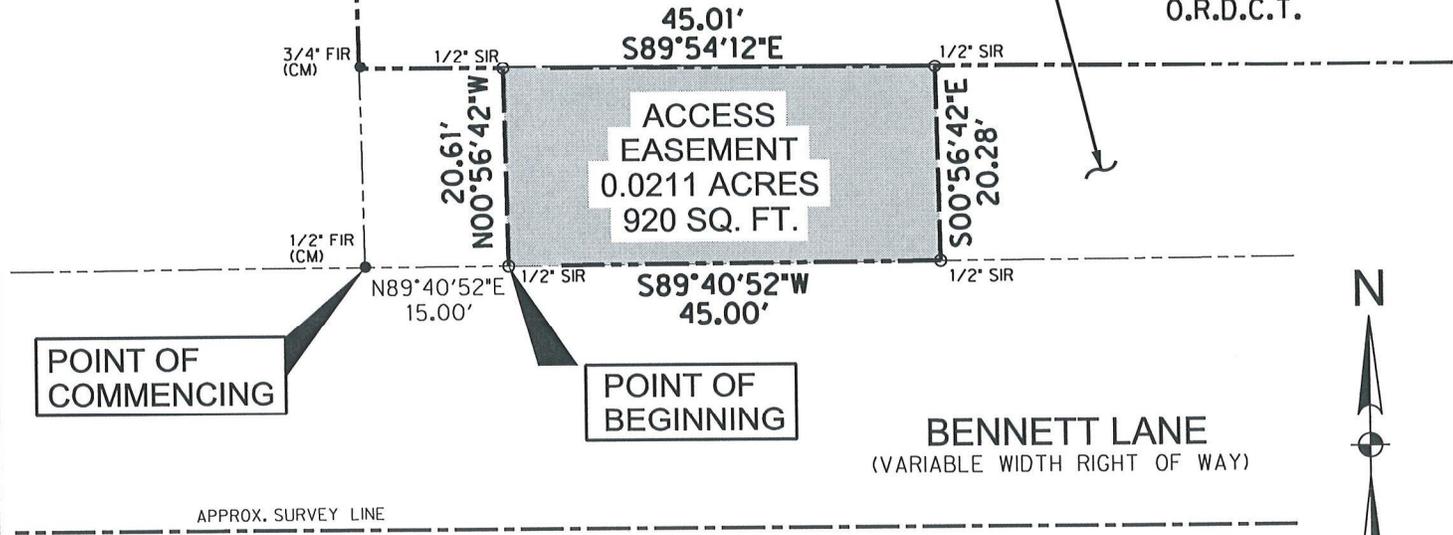
DAVID LYNN CHAFFIN
VOL. 1280 PG. 428
R.P.R.D.C.T.

REMAINDER OF CONNELL
DEVELOPMENT CO.
VOL. 2544, PG. 44
R.P.R.D.C.T.

LOT 3, BLOCK A
2015-189
O.R.D.C.T.
CITY OF LEWISVILLE
DOC NO. 2015-56437
O.R.D.C.T.



VICINITY MAP
NOT TO SCALE



POINT OF COMMENCING

POINT OF BEGINNING

BENNETT LANE
(VARIABLE WIDTH RIGHT OF WAY)



SCALE: 1"=20'

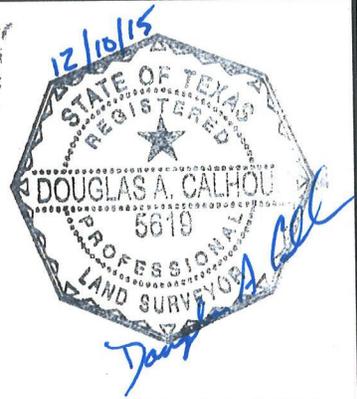
A LEGAL DESCRIPTION
ACCOMPANIES THIS EXHIBIT

**0.0211 ACRES
ACCESS EASEMENT**
SITUATED IN THE
JOHN H. HAVENS SURVEY
ABSTRACT NO. 541
IN THE
CITY OF LEWISVILLE, DENTON COUNTY TEXAS

Basis of Bearing for this survey is the south line of Lot 3, Block A of WRN Creekside Development Addition, Lots 1-3, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in Document Number 2015-189 Official Records Denton County Texas

LEGEND

- FIR ● FOUND IRON ROD
- 1/2" SIR ○ 1/2" SET IRON ROD W/ BLUE CAP STAMPED "HALFF ESMT."
- (CM) CONTROL MONUMENT
- [Shaded Box] PROPOSED ACCESS EASEMENT
- [Dashed Line] EXISTING R.O.W. LINE
- [Dotted Line] EXISTING EASEMENT LINE
- O.R.D.C.T. OFFICIAL RECORDS DENTON COUNTY TEXAS
- R.P.R.D.C.T. REAL PROPERTY RECORDS DENTON COUNTY TEXAS



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.



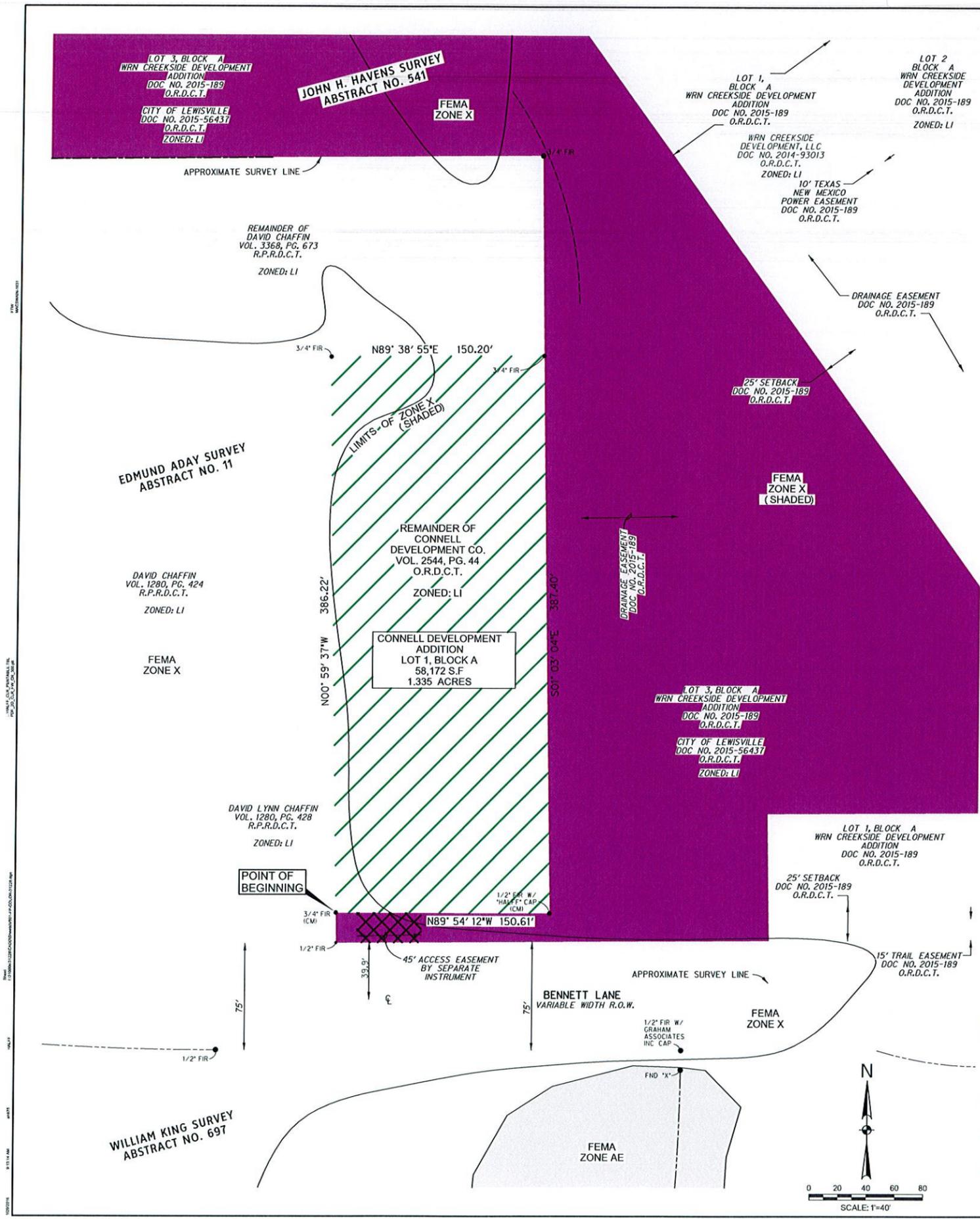
4000 FOSSIL CREEK BLVD. FORT WORTH, TEXAS 76137 (817) 847-1422
TBPLS FIRM NO. 10029605

DGN: EXH-ACCESS ESMT-31228.dgn

AVO: 31228

DATE: JANUARY 2016

PAGE NO.: 2 OF 2



LEGAL DESCRIPTION

BEING a tract of land out of the John H. Havens Survey, Abstract No. 541, situated in the City of Lewisville, Denton County, Texas, being the remainder tract of a 7.1864 acre tract of land described in Substitute Trustee's Deed to Connell Development Co., as recorded in Volume 2544, Page 44, in the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4-inch found iron rod for the common corner between the southwest corner of said Connell tract and the most southerly northwest corner of Lot 3, Block A of WRN Creekside Development Addition, Lots 1-3, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in Document Number 2015-189 in the Official Records of Denton County, Texas (O.R.D.C.T.), being on the east line of that called 0.224 acre tract of land described in deed to David Lynn Chaffin, as recorded in Volume 1280, Page 428 R.P.R.D.C.T.;

THENCE North 00 degrees 59 minutes 37 seconds West, along the common line between the west line of said Connell tract and the east line of said 0.224 acre tract, passing at a distance of 129.29 feet the common northeast corner of said 0.224 acre tract and an ell corner in the east line of that called 3.867 acre tract of land described in Warranty Deed to David Lynn Chaffin, as recorded in Volume 1280, Page 424 R.P.R.D.C.T., and continuing along the common line between the west line of said Connell tract and the east line of said 3.867 acre tract for a total distance of 386.22 feet to a 3/4-inch found iron rod for the common northwest corner of said Connell tract and the northeast corner of said 3.867 acre tract, being on the south line of the remainder tract of a 0.0366 acre tract of land described in Special Warranty Deed to David Lynn Chaffin, as recorded in Volume 3368, Page 673 R.P.R.D.C.T.;

THENCE North 89 degrees 38 minutes 55 seconds East, departing said common line and along the common line between the north line of said Connell tract and the south line of said remainder of 0.0366 acre tract, a distance of 150.20 feet to a 3/4-inch found iron rod for the common corner between the northeast corner of said Connell tract and the southeast corner of said remainder of 0.0366 acre tract, being on the west line of said Lot 3;

THENCE South 01 degree 03 minutes 04 seconds East, departing said common line and along the common line between the east line of said Connell tract and the west line of said Lot 3, a distance of 387.40 feet to a 1/2-inch found iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." for the common southeast corner of said Connell tract and an ell corner of said Lot 3;

THENCE North 89 degrees 54 minutes 12 seconds West, departing said common line and along the common line between the south line of said Connell tract and the west line of said Lot 3, a distance of 150.61 feet to the POINT OF BEGINNING AND CONTAINING 58,172 square feet or 1.335 acres of land, more or less.

Basis of Bearing for this survey is the south line of Lot 3, Block A of WRN Creekside Development Addition, Lots 1-3, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in Document Number 2015-189 Official Records Denton County Texas.

OWNER'S CERTIFICATE OF DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT CONNELL DEVELOPMENT COMPANY; THE UNDERSIGNED AUTHORITY, DO/DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS CONNELL DEVELOPMENT ADDITION, LOT 1, BLOCK A, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND ALLEYS SHOWN HEREON; AND DOES HEREBY DEDICATE THE EASEMENT STRIPS SHOWN ON THE PLAT FOR MUTUAL USE AND ACCOMMODATION OF THE CITY OF LEWISVILLE AND ALL PUBLIC UTILITIES DESIRING TO USE, OR USING SAME. NO BUILDINGS, FENCES, TREES, SHRUBS, SIGNS, OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENT STRIPS ON SAID PLAT. THE CITY OF LEWISVILLE AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, SIGNS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENT STRIPS, AND THE CITY OF LEWISVILLE AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENT STRIPS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. A BLANKET EASEMENT OF A FIVE (5) FOOT RADIUS FROM THE CENTER POINT OF ALL FIRE HYDRANTS AND A FIVE (5) FOOT RADIUS FROM THE CENTER POINT OF ALL OTHER APPURTENANCES (FIRE HYDRANT VALVES, WATER METERS, METER BOXES, STREET LIGHTS IS HEREBY GRANTED TO THE CITY OF LEWISVILLE FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING AND MAINTAINING THE ABOVE NAMED APPURTENANCES.

I DO FURTHER DEDICATE, SUBJECT TO THE EXPECTATIONS AND RESERVATIONS SET FORTH HEREINAFTER, TO THE PUBLIC USE FOREVER, ALL PUBLIC USE SPACES SHOWN ON THE FACE OF THE PLAT.

ALL LOTS IN THE SUBDIVISION SHALL BE SOLD AND DEVELOPED SUBJECT TO THE BUILDING LINES SHOWN ON THE PLAT.

By: **Connell Development Company**

By: **Mark W. Connell**
President

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Mark W. Connell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2015.

Notary Public (Agent's Name) _____
My Commission Expires _____

SURVEYOR CERTIFICATE

I, Douglas A. Calhoun do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were found or properly placed under my personal supervision.

Registered Professional Land Surveyor
State of Texas No. 5619

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Douglas A. Calhoun, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

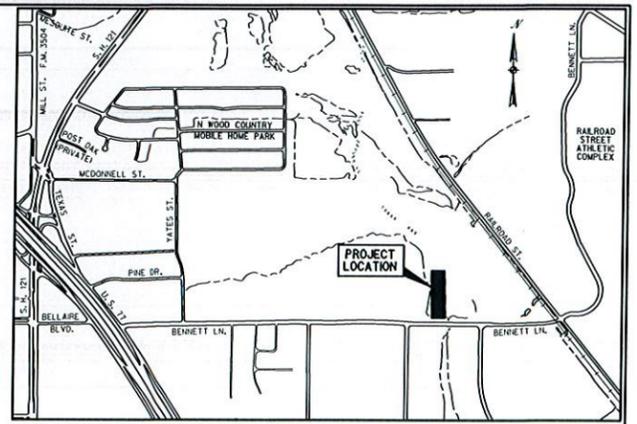
Notary Public in and for the State of Texas
My commission expires: _____

NOTE:
THE SUBJECT PROPERTY IS LOCATED OUTSIDE THE 100 YEAR FLOODPLAIN PER FEMA FIRM PANEL 48121C0565G DATED APRIL 18, 2011.

OWNER / DEVELOPER
CONNELL DEVELOPMENT COMPANY
MARK W. CONNELL, PRESIDENT
PO BOX 541057
DALLAS, TEXAS 75354-1057
(214) 357-4694 DIRECT
(214) 357-4953 FAX
mwc@connellcompanies.com

SURVEYOR
DOUGLAS A. CALHOUN, RPLS
SURVEY MANAGER
HALFF ASSOCIATES, INC.
4000 FOSSIL CREEK BLVD.
FORT WORTH, TEXAS 76137
(817) 764-7505 DIRECT
(817) 232-9784 FAX
dcalhoun@halff.com

FILED: _____ DOC. _____ P.R.D.C.T.



VICINITY MAP
SCALE: 1" = 1000'

LEGEND

○ 1/2" SR	1/2" SET IRON ROD W/CAP STAMPED "HALFF ASSOC. INC."
● 1/2" FIR W/ "HALFF" CAP	1/2" FOUND IRON ROD W/CAP STAMPED "HALFF ASSOC. INC."
• FIR	FOUND IRON ROD
△ PFC	POINT FOR CORNER
(CM)	CONTROL MONUMENT
⊕	CENTERLINE
—	PROPERTY LINE
—	PROPOSED LOT LINE
—	EXISTING EASEMENT
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS DENTON COUNTY TEXAS

The undersigned, the City Secretary of the City of Lewisville, Texas, hereby certifies that the foregoing final plat of the CONNELL DEVELOPMENT Addition to the City of Lewisville was submitted to the appropriate Planning & Zoning Commission or City Council as required by the ordinances of the City of Lewisville on the ____ day of _____, 2015, and such body by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in and upon said plat, and said body further authorized the acceptance thereof by signing as hereinabove subscribed in the capacity stated.

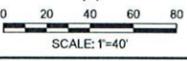
Witness my hand this ____ day of _____, 2015.

Julie Heinze, City Secretary
City of Lewisville, Texas

IF NO VARIANCES OTHER THAN THOSE APPROVED BY THE CITY COUNCIL AT THE PRELIMINARY PLAT STAGE ARE REQUESTED:
All Variances (if any) from the General Development Ordinance Approved by City Council.

James Davis, Chairman, Planning & Zoning Commission
City of Lewisville

FINAL PLAT
CONNELL DEVELOPMENT
ADDITION
LOT 1, BLOCK A
BEING A TOTAL OF
1.335 ACRES
ZONED LI: LIGHT INDUSTRIAL
OUT OF THE
EDMUND ADAY SURVEY
ABSTRACT NO. 11
IN THE
CITY OF LEWISVILLE,
DENTON COUNTY, TEXAS
BY
HALFF
4000 FOSSIL CREEK BLVD. FORT WORTH, TEXAS 76137 (817) 847-1422
TBPLS FIRM NO. 10029605





1" = 200'

SUBJECT
PROPERTY

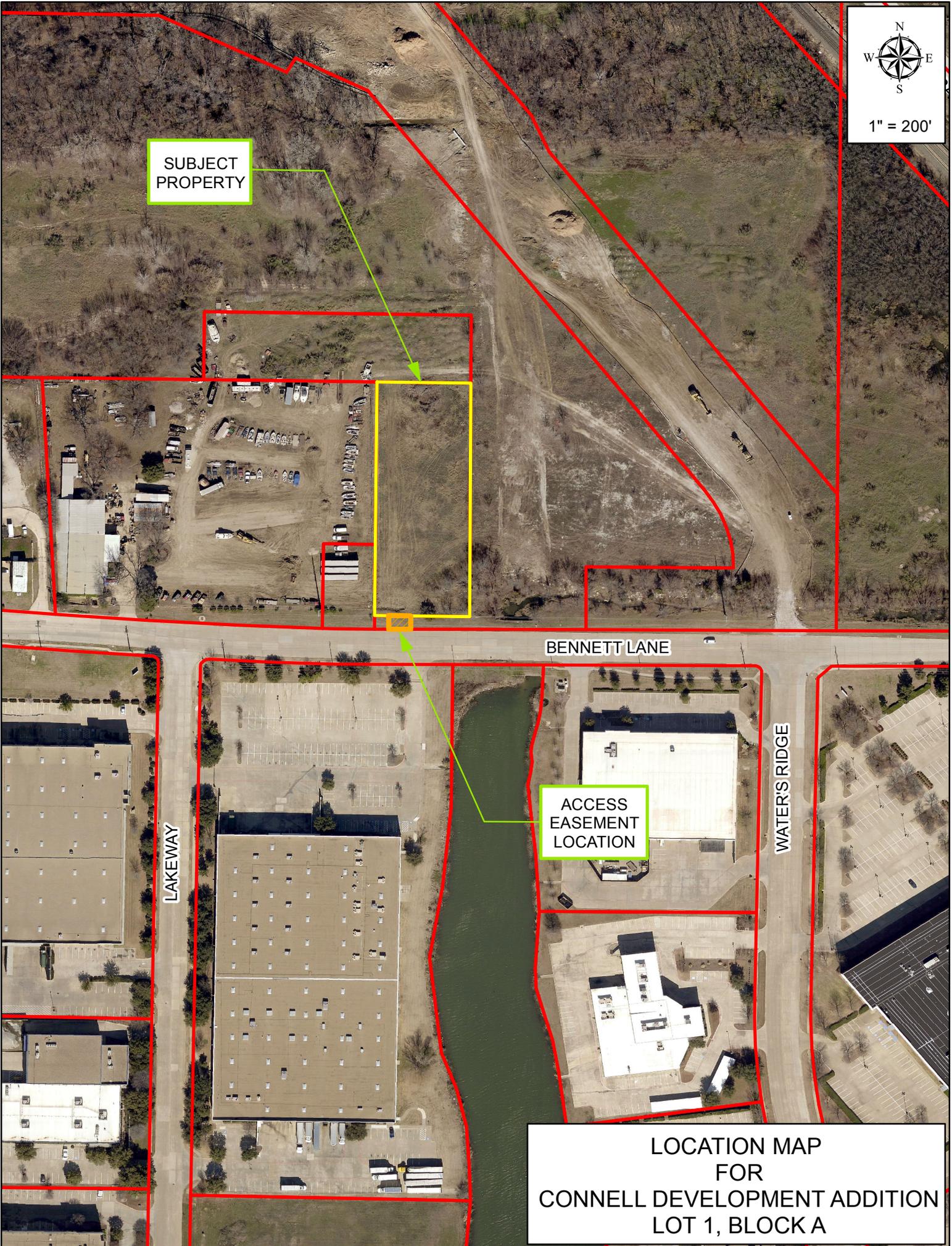
BENNETT LANE

LAKEWAY

ACCESS
EASEMENT
LOCATION

WATER'S RIDGE

LOCATION MAP
FOR
CONNELL DEVELOPMENT ADDITION
LOT 1, BLOCK A



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Richard E. Luedke, Planning Manager

DATE: January 25, 2016

SUBJECT: **Consideration of a Variance to the Lewisville City Code, Section 6-144, Regarding Screening Walls Between Commercial and Residential Uses, for the Denton County Precinct 3 Government Center and the Remington Apartments, Located at the Northwest Corner of Civic Circle and Valley Parkway, as Requested by the Denton County Department of Public Works, on Behalf of Denton County, the Property Owner.**

BACKGROUND

Denton County Precinct 3 is constructing a new government building at the northwest corner of Civic Circle and Valley Parkway. The property is zoned Public Use (PU) District and abuts Local Commercial (LC), Specific Use (SU) and Multi-Family (MF-1) zoning. While screening is not required where commercial zoning abuts commercial zoning, a screening wall is required for the portion of the site that abuts the Remington Apartments, which is zoned multi-family. The rear northwest corner of the property is adjacent to the Remington Apartments, where both a sanitary sewer and storm water line are located along the common property line. The sanitary sewer line follows the common property line of the apartments and the Post Office site as well. Remington Apartments were granted a variance in 2001 with their site plan to allow a vinyl screening fence due the existing sanitary sewer line and the City staff's concern about future maintenance of the line. The approved site plan for the Denton County Precinct 3 Government Center showed the required masonry wall, however, once on-site construction began it was determined that the required piers for the masonry wall would conflict/penetrate the existing utility lines. The piers for the requested ornamental fence would not be as deep and when combined with the living screen would accomplish the screening of the properties.

ANALYSIS

There exists not only a sanitary sewer line but also a storm water line along the common property lines of the Remington Apartment complex and the Denton County property. Staff has discussed the alternative of a tubular steel fence with additional live screening in lieu of the required masonry wall with the County. The addition of landscaping would create a living screen providing privacy for both properties. The required support structure for the ornamental fence would not interfere with the City's infrastructure and would allow for easier maintenance of the sanitary sewer line by City staff. The ornamental fence would provide a consistent fence along the entire Denton County property. The apartment owner has provided a letter of support for the alternate fencing and landscaping.

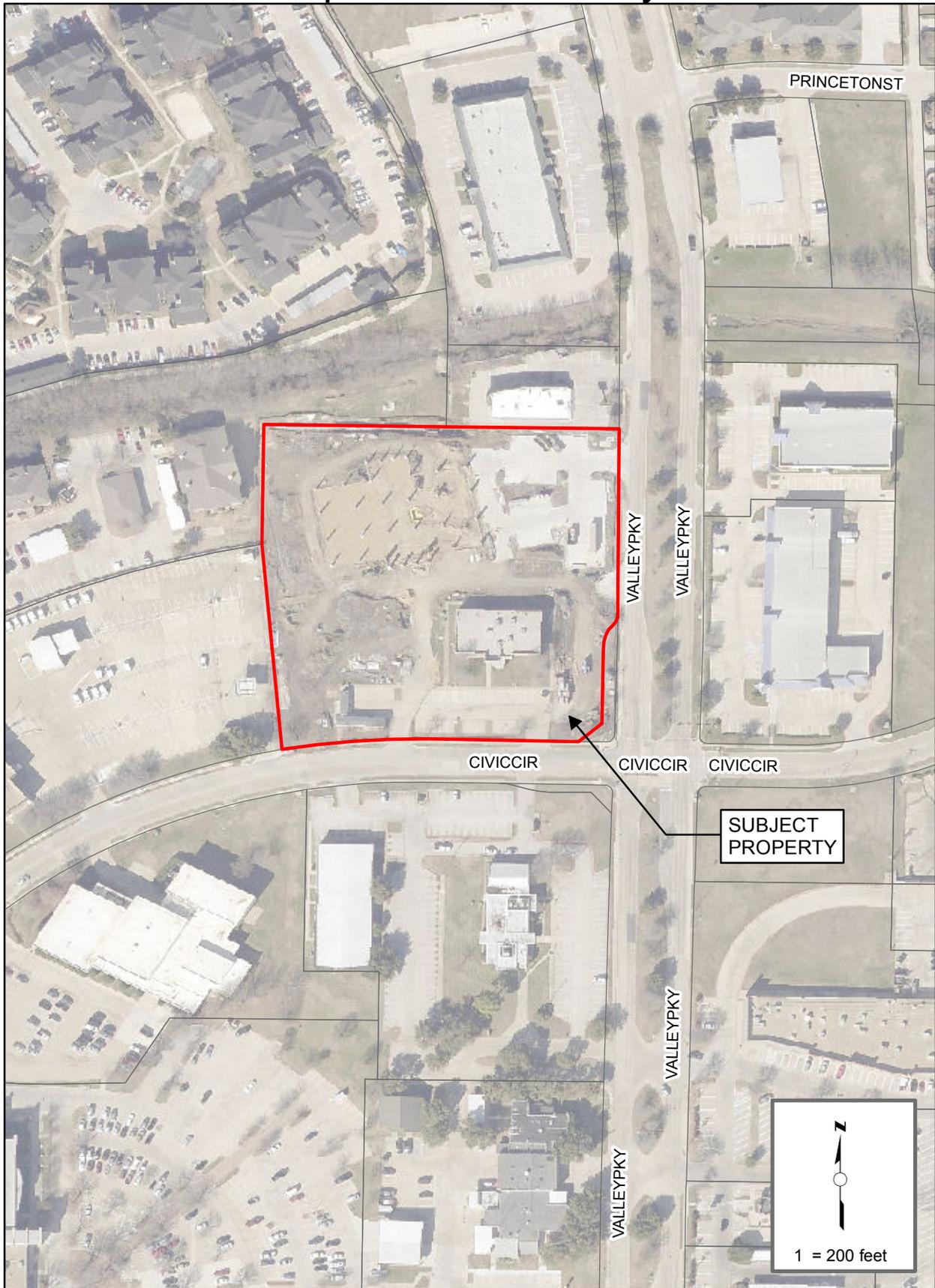
Subject: Denton County Precinct 3 - Screening Wall Variance
January 25, 2016
Page 2

The County is also proposing to replace the vinyl fencing with the ornamental fence and living screen in the area between the Grand Dry Cleaners and the Remington Apartment Dog Park, which also has a utility line running through it. This fence was constructed in 2001 with the apartments and has missing panels and is used as a cut-through.

RECOMMENDATION

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

Location Map - Denton County Precinct 3





Denton County
Department of Public Works

1505 E. McKinney St., Suite 175 – Denton, Texas 76209
Phone- 940.349.2990 Fax- 940.349.2991
www.dentoncounty.com



January 5, 2016

RE: Variance Request

Dear Mr. Luedke,

Precinct 3 Government Center building is under construction and is located northwest of the intersection of Civic Circle Drive and N. Valley Parkway. Per the Site Plan approved by the City of Lewisville there is a proposed 8' – 6" brick wall along the west and north property line separating the government building from the Post Office, The Remington Apartments, The Remington Apartment Dog Park, and Grand Dry Cleaners. During construction it was discovered that the City of Lewisville's existing storm sewer line is located along the west property line and below the proposed brick wall. The required depth of piers to support the proposed brick wall would penetrate the existing storm sewer line. Denton County is requesting a variance to replace the proposed brick wall along the west and north property line with an ornamental fence and irrigated landscaping. The piers required to support the ornamental fence are shallower and would not penetrate the existing storm sewer line. Reference Exhibit documents Site Rails and Planting Plan L2.0 for fence line location, ornamental fence details and building locations.

Along the north site perimeter there is an existing fence running south to north screening the Grand Dry Cleaners from The Remington Apartment Dog Park, this fence would also be replaced with the ornamental fence to keep the fence line looking consistent.

As part of the Exhibit there is a letter from The Remington Apartment owners excepting the change from brick wall to an ornamental fence.

Sincerely

DeWayne Snider
Construction Project Manager
940-349-3255
dewayne.snider@dentoncounty.com



UNIVESCO, INC.

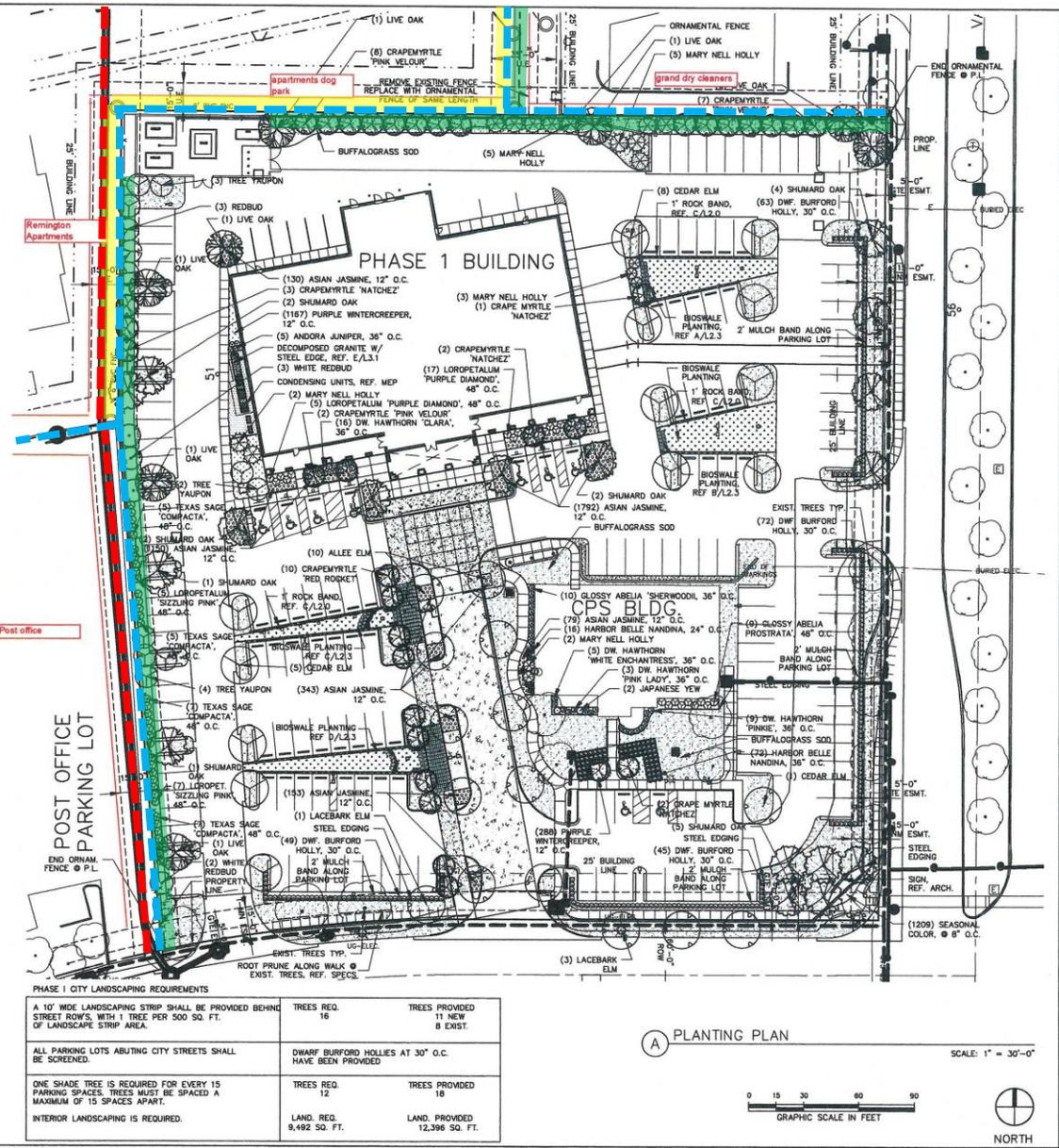
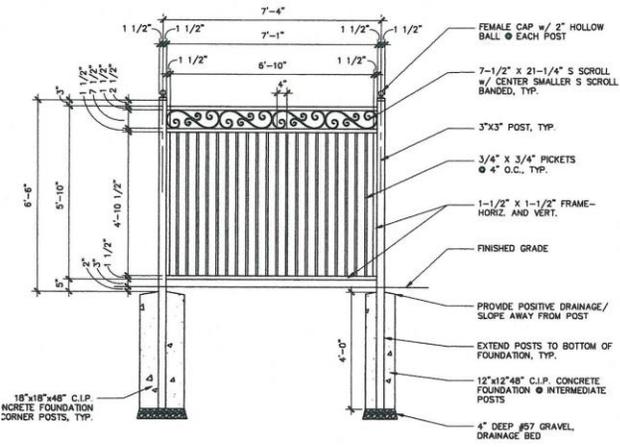
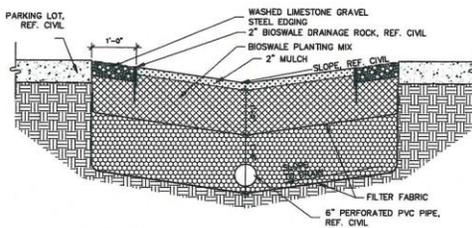
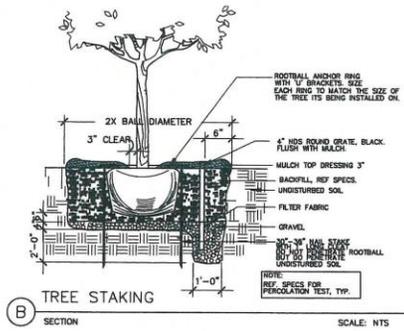
2800 N. Dallas Parkway, Suite 100
Plano, TX 75093-4707
(972) 836-8000
(972) 836-8033 Fax

We have no objections to replacing the proposed brick wall located along the west and north site perimeter of the Precinct 3 Government Center which is under construction at 190 North Valley Parkway separating this project from the adjacent Remington Apartments, 401 N Old Orchard Lane with an ornamental fence as shown on the attached Site Plan and Site Rail Details and irrigated landscaping.

Sincerely

Shannon Turner

- Area where masonry screening wall is required by the General Development Ordinance
- Location of proposed ornamental metal fence with irrigated landscape
- Location of existing storm water line
- Location of existing sanitary sewer line



EIKON
Texas Firm #12319
1400 W. Chisholm Trail
Ft. Worth, Texas 76104
www.eikon.com

DENTON COUNTY PRECINCT 3 GOVERNMENT CENTER
400 NORTH VALLEY PARKWAY
LEWISVILLE, TEXAS

Date: 2015-04-31
Project No: 14006
Sheet # of 12
1: CHN #28 - 2015-05-12

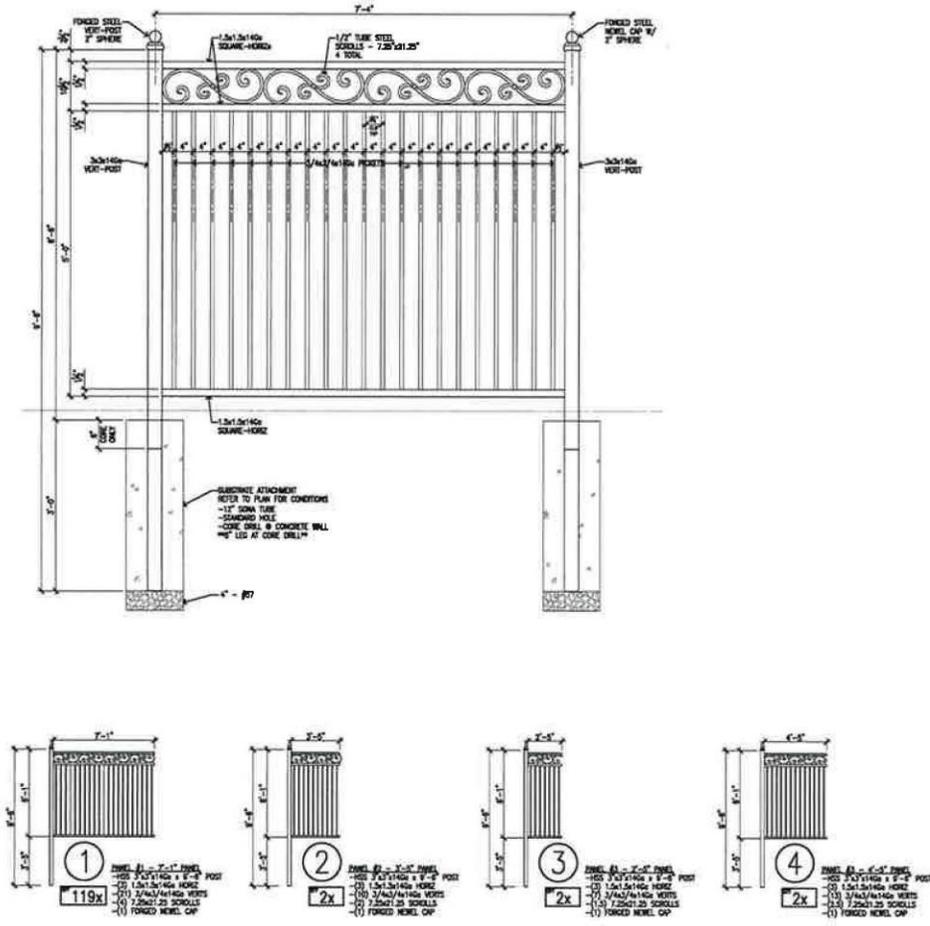
Drawn By: PRL
Checked By: PRL
Designed by: PRL

PHASE 1 PLANTING
L 2.0

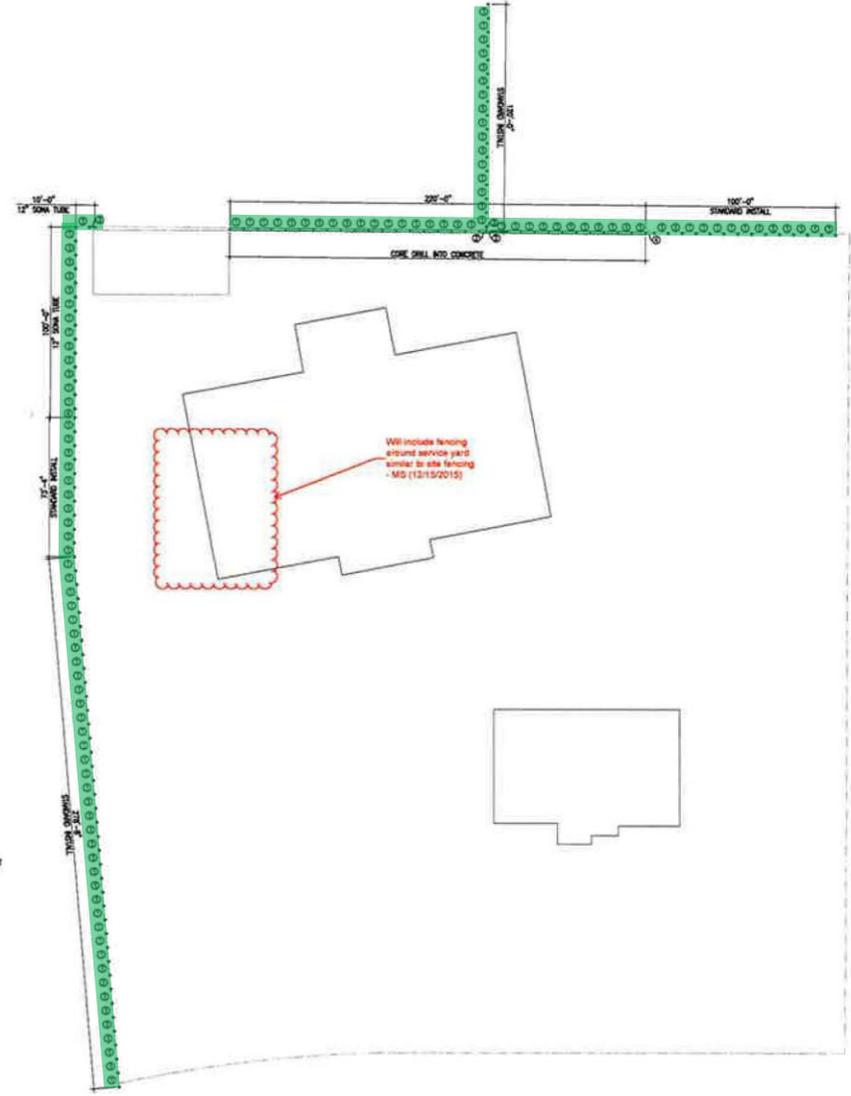
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Location of proposed ornamental metal fence with irrigated landscape

DG-SR



Site Rail Details



1 Denton Government Center - Site Rails



Denton Gov't Center	SHEET No. DG-SR	REVISION:
	DATE: December 10, 2015	
Site Rails Overall Layout & Details	SCALE: As Shown	
	DRAWN: SDP	
Aaron Ornamental Iron Works		

View of existing north-south fence between apartments and dry cleaners facing northeast



View of existing fence between apartments and post office facing southwest



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Steven L. Bacchus, Assistant City Manager

DATE: December 23, 2015

SUBJECT: **Consideration of an Ordinance of the City Council of the City of Lewisville, Texas Extending the Term of an Ordinance Granting a Franchise to Oncor Electric Delivery Company LLC; and Providing an Effective Date.**

BACKGROUND

Oncor Electric Delivery Company (Oncor) is an electricity provider within the City of Lewisville serving 417 residential and commercial customers in the southern and eastern sections of Lewisville. The current franchise agreement was executed in June 2011 and expires in March 2016 (Ordinance #3871-06-2011).

ANALYSIS

The franchise ordinance has been prepared to extend the term of ordinance 3871-06-2011 to March 31, 2021 with automatic renewals for additional six-month periods. For the use of City rights-of-way by Oncor, the franchise fee payment will remain at current PUC approval rate of 0.004590 per kilowatt hour. Per the Charter, franchise agreements require two readings with thirty (30) days between readings. The second reading will be on March 7, 2016.

RECOMMENDATION

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS AMENDING ORDINANCE NO. 3871-06-2011, WHICH GRANTS A FRANCHISE TO ONCOR ELECTRIC DELIVERY COMPANY LLC, BY EXTENDING THE TERM AND PROVIDING FOR ITS RENEWAL; FURTHER PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ACCEPTANCE BY ONCOR ELECTRIC DELIVERY COMPANY LLC

WHEREAS, on June 20, 2011 the City Council adopted Ordinance No. **3871-06-2011**, an ordinance granting Oncor Electric Delivery Company LLC (“**Oncor**” or “**Company**”), a franchise for a period of five (5) years to use and occupy the present and future streets, avenues, alleys, highways, public places, public ways and utility easements (Public Rights-of-Way) within the City of Lewisville (the “**City**”) for the purpose of constructing, extending, maintaining, using and operating an electric utility system of poles, lines, wires, towers, anchors, cables, manholes, underground conduits, transmission lines, telegraphic and telephone lines for its own use, and other structures and appurtenances necessary for the delivery of electricity to customers located in the City, (collectively, the “**Franchise**”); and

WHEREAS, Ordinance No. **3871-06-2011** expires on March 31, 2016; and

WHEREAS, the City and Oncor wish to extend the term of the Franchise;

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

SECTION 1. The extension to the term of Ordinance No. 3871-06-2011 of the City of Lewisville, Texas until March 31, 2021, is hereby approved and agreed to by Oncor and the City of Lewisville; provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the March 31, 2021 expiration of this Franchise amendment, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 2. In all respects, except as specifically and expressly amended by this Ordinance, the Franchise shall remain in full force and effect according to its terms until the Franchise expires or otherwise terminates in accordance with the provisions of the Franchise and its amendments.

SECTION 3. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 4. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given by City as required.

SECTION 5. This Ordinance shall be in full force and effect on March 31, 2016 following (i) its adoption by City; and (ii) Company files its written acceptance of this Ordinance with the City Secretary's office within sixty (60) calendar days following City's adoption of this Ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 25TH DAY OF JANUARY, 2016.

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

ORDINANCE NO. 3871-06-2011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHTS-OF-WAY WITHIN THE CITY OF LEWISVILLE FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION THEREFORE; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. GRANT OF AUTHORITY. There is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise ("Franchise") to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public places and public ways ("Public Rights-of-Way") of Lewisville, Texas (herein called "City") an Electric Transmission and Distribution System ("System") consisting of electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own non-commercial use), for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms, and corporations beyond the corporate limits thereof, for the term set out in Section 12.

Upon reasonable request by City, Company shall provide information to the City Council, and attend City Council meetings to discuss Company's performance of its obligations and responsibilities under this Franchise.

SECTION 2. PURPOSE. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within the Public Rights-of-Way of the City. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City, except as may be set out herein. Company also retains all of its lawful authority and rights under the Public Utility Regulatory Act ("PURA") and any other applicable laws, rules, and regulations. Not included in this Franchise are any facilities (including any equipment attached in any way to Company's facilities, whether owned by the Company or not) that provide data delivery, cable service, telephone service, and/or any other service or product not required by Company for, or in support of, the transmittal and delivery of electricity.

SECTION 3. OPERATION, CONSTRUCTION AND MAINTENANCE OF ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM.

- A. Company's System shall be so constructed as not to unreasonably interfere with any existing water and wastewater lines, gas lines, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall

promptly clean-up, repair and restore in compliance with applicable provisions of the Lewisville City Code, all thoroughfares and other surfaces which it may disturb.

- B. The Company shall install, maintain, construct, operate and replace its facilities in accordance with applicable City ordinances and so as to interfere as little as possible with traffic. The placement of new facilities in the Public Rights-of-Way shall be subject to the approval of the City Manager or designee. In determining the location of the Company's new facilities within the City, the Company shall minimize interferences with then-existing or documented planned underground structures of the City or with the existing facilities of other users of the Public Rights-of-Way. In determining the location of the facilities of the City and other utility franchisees and other users of the Public Rights-of-Way within the City, the City shall minimize the interference with existing facilities of the Company and shall require other utility franchisees or users of the Public Rights-of-Way to minimize interference with existing facilities of the Company.
- C. Company's property and operations within the Public Rights-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. The City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Rights-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company. This Franchise shall

in no way affect or impair the rights, obligations or remedies of the parties under PURA, or other state or federal law, rules, or regulations. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City that Company believes are contrary to any federal, state, or local law, rules, or regulations.

- D. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code.
- E. Company shall cooperate with the City by providing complete information regarding the location of current and future underground conduits, and other appurtenances within the Public Rights-of-Way of the City. Reproducible copies of available maps showing the location of all Company facilities within the Public Rights-of-Way shall be furnished to the Community Development Department upon request. The maps shall be provided in electronic digital format, if available.
- F. Any and all excavations and obstructions in and upon the streets, alleys, and other public places in the City caused by the Company's operations under this ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the condition that existed prior to the excavation. Replacement of sod is to be of like kind, smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected,

marked, and maintained by the Company in accordance with standards set forth in the current Texas Manual on Uniform Traffic Control Devices (TMUTCD), as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Rights-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other users of the Public Rights-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) calendar days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the cost of such repair or restoration. Except for repairs, day to day maintenance, or in cases of emergency conditions, work conducted within the Public Rights-of-Way shall require an approved permit issued by the City prior to commencement of work. In no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way.

- G. Company shall have the authority to trim trees or other natural growth overhanging any of its System so as to reasonably prevent branches from coming in contact with Company's System. Company shall have in place a Vegetation Management Program, and shall provide City with a current copy of same, upon request. If the City requests a current copy of Company's Vegetation Management Guidelines, release of said guidelines shall be pursuant to the same confidential protection process

identified in Section 8.E of this Franchise. Company will endeavor to conduct its tree trimming activities in accordance with its Vegetation Management Guidelines and will address concerns or complaints with regard to its tree trimming activities upon request. Except in emergency situations or in response to outages, Company shall notify property owners and the City prior to beginning planned Distribution tree trimming activities.

SECTION 4. INDEMNITY.

- A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents, and employees (the “Indemnitees”) harmless against any and all liability arising from any claim, lawsuit, or action brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company’s or any of its officers, agents, or employees, intentional and/or negligent acts or omissions in connection with Company’s construction, maintenance, and operation of Company’s System in the Public Rights-of-Way, including any court costs, expenses and defenses thereof.
- B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City, or the City’s officers, agents, employees, or any other person or entity. This provision is not

intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the Company and the City.

- C. In the event of joint and concurrent negligence or fault of both the Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.
- D. In fulfilling its obligations to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in Section 4.B. and 4.C.

SECTION 5. LIABILITY INSURANCE. Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements.

Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
 1. Products/completed operations to be maintained for a warranty period of 2 years,
 2. Personal and advertising injury,
 3. Contractual liability, and
 4. Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.
- C. Workers compensation and employers liability coverage. Statutory workers compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers compensation claims.
- D. Company must name the City, which includes all authorities, commissions, divisions, and departments, as well as elected and appointed officials, agents, and volunteers, as additional insureds under the coverage required herein, except workers

compensations coverage. The certificate of insurance must state that the City is an additional insured.

E. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, the following:

1. A minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability insurance throughout the course of work performed, and
2. Statutory workers compensation employers' liability insurance in accordance with the statutes and regulations of the State of Texas.

In the event a claim exceeds the contractors' or subcontractors' insurance coverage, Company shall be responsible for covering any deficiencies between its contractors' or subcontractors' insurance coverages and the amount of the claim. Company shall provide to the City upon request proof of its contractors' and subcontractors' compliance with these insurance requirements.

F. The Company will provide proof of insurance in accordance with this Franchise within thirty (30) days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 6. NON-EXCLUSIVE FRANCHISE. This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

SECTION 7. COMPENSATION TO THE CITY. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- A. A final quarterly payment was made on or before May 15, 2011, for the basis and privilege period of January 1 through March 31, 2011, in accordance with the provisions in the previous franchise.
- B. On a quarterly basis, a charge, as authorized by Section 33.008(b) of PURA, currently the product of a factor of 0.004371 multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries, as such charge may be revised from time to time by mutual written agreement of both the City and Company, per the quarterly schedule as follows:

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period</u>
August 15	Apr. 1 – June 30	Apr. 1 – June 30

November 15	July 1 – Sept. 30	July 1 – Sept. 30
February 15	Oct. 1 – Dec. 31	Oct. 1 – Dec. 31
May 15	Jan.1 – Mar. 31	Jan.1 – Mar. 31

1. The first quarterly payment hereunder shall be due and payable on or before August 15, 2011, and will cover the basis and privilege period of April 1, 2011 through June 30, 2011. The final payment under this Franchise is due on or before May 15, 2016 and covers the basis and privilege period of January 1, 2016 through March 31, 2016.
 2. After the final payment date of May 15, 2016, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.
 3. Payments shall continue in like manner for any extension of this Franchise as provided in Section 12 hereof.
- C. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in its Tariff for Retail Delivery Service (“Tariff”), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will,

upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.

1. The franchise fee amounts based on Discretionary Service Charges shall be calculated on an annual calendar year basis, *i.e.*, from January through December 31 of each calendar year.
2. The franchise fee amounts that are due based on Discretionary Service Charges shall be paid at least once annually on or before April 30 each year based on the total Discretionary Service Charges, as set out in Section 7.C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2012, and will be based on the calendar year January 1 through December 31, 2011. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2017, and will be based on the months of January 1, 2016, through March 31, 2016.
3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
4. City agrees: (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100%

recovery of such franchise fees by Company; and (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.

5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
 6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.
- D. With each payment of compensation required by Section 7.B, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.
- E. With each payment of compensation required by Section 7.C, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.
- F. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement

between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded to Company by City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this Section shall not be deemed to be a waiver by the other party of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude the other party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this section shall be deemed a waiver by either party of its rights under law or equity.

- G. Interest on late payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code Section 183.003 as amended for the time period involved.
- H. The franchise fee payable to the City pursuant to Section 7.B. hereunder, except as agreed to by Company and City in Section 7.F., shall not be offset by any payment by Company to the City relating to ad valorem taxes.

SECTION 8. ACCOUNTING MATTERS.

- A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.

- B. The City may conduct an audit or other inquiry in relation to a payment made by Company in accordance with Section 33.008(e) of PURA. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by representatives of the City to ascertain the correctness of the reports agreed to be filed herein.
- C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore.
 - 1. If as the result of any City audit, Company is refunded/credited for an overpayment or pays the City for an underpayment of the franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Sections 7.F and 7.G.
 - 2. If as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to the City due to an underpayment of the franchise fee of more than 5%, Company makes another payment to the City due to an underpayment of the franchise fee of more than 5%, the City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 13.C.
- D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

E. If the Company provides confidential or proprietary information to the City, the Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company so designated to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required to release by law. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's proprietary or confidential information, City will notify the Texas Attorney General of the proprietary or confidential nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION 9. RIGHT OF RENEGOTIATION.

A. Should either Company or the City have cause to believe that a change in circumstances relating to the terms of this Franchise may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Company agree to a change in a provision of the Franchise, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and written acceptance of the amendment by Company.

SECTION 10. RELOCATION OF FACILITIES.

A. The City reserves the right to lay, and permit to be laid, any City-owned facilities, such as stormwater, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under a Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any City-owned curb, sidewalk, highway, alley, public way, street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities.

- B. Upon request by City, Company shall relocate its facilities at the expense of City, except as otherwise provided in Section 37.101(c) of PURA, which statutory provision currently requires the Company to relocate its facilities at its own expense to permit the widening or straightening of a street, and which City and Company agree includes the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (including modifications to sidewalks required by the Americans with Disabilities Act), provided that the City shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way.
- C. When Company is required by City to remove or relocate its poles, towers, conduits, cables, and other facilities to accommodate Public Right-of-Way improvements, and Company is eligible under Federal, State, County, City or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be handled through City, Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City.
- D. If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the

former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

- E. If the City requires the Company to adapt or conform its facilities, or in any manner to alter, relocate, or change its property to enable any entity other than the City to use, or use with greater convenience, said Public Rights-of-Way, the Company shall not be bound to make such changes until such other entity shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's property or facilities.

SECTION 11. TRANSFER AND ASSIGNMENT. The rights granted by this Franchise inure to the benefit of Company and any parent, subsidiary, or affiliate now or hereafter existing. Upon assignment to such parent, subsidiary or affiliate, such parent, subsidiary or affiliate assumes all rights and obligations of Company hereunder and is bound to

the same extent as Company hereunder. Company shall give City written notice within ninety (90) days of assignment to a parent, subsidiary or affiliate. In the event Company assigns this Franchise to someone other than a parent, subsidiary or affiliate (Assignee), Company shall give City notice concurrently with notice provided to the Public Utility Commission of Texas of the sale or transfer of assets. Any such assignment shall require that said Assignee assume all obligations and rights of Company and is bound to the same extent as Company hereunder. If, within the first ninety (90) days after assignment to someone other than a parent, subsidiary or affiliate, City shall identify a failure to comply with a material provision of this Franchise, City shall have the right to treat such failure to comply as an Uncured Event of Default and immediately implement the provisions of Section 13, including the right to terminate the Franchise.

SECTION 12. TERM. This ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage by the City and approval hereof. The right, privilege and franchise granted hereby shall expire on March 31, 2016; provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the expiration of this Franchise, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 13. DEFAULT, REMEDIES AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of this Franchise, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's breach or violation of any of material terms, covenants, representations or warranties contained herein or Company's failure to perform any material obligation contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.
2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such

Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.

3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 13.C.

C. Remedies. The City shall notify the Company in writing, of an alleged Uncured Event of Default as described in Section 13.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) calendar days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages;
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, that as a matter of equity, are specifically enforceable; and
3. The termination of this Franchise.

- D. Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.
- E. Termination. In accordance with the provisions of Section 13.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the questions of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable.

Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

- F. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

SECTION 14. PUBLIC PURPOSE. All of the provisions contained in this ordinance are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

SECTION 15. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of the ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the parties in adopting this Franchise that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to that end, all provisions of this ordinance are declared to be severable.

SECTION 16. NOTICE.

A. Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY
City Manager
City of Lewisville
151 West Church Street
Lewisville, TX 75057

COMPANY
Director, Regulatory Affairs
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 6th floor
Dallas, TX 75202-1234

B. Upon request, Company shall provide City with current contact information for the City's use in forwarding customer inquiries and complaints to Company.

SECTION 17. ACCEPTANCE. In order to accept this Franchise, Company must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City. Company shall pay all publication expense regarding notification of the Franchise.

SECTION 18. FUTURE AMENDMENTS. This ordinance may be amended only by the mutual written agreement of the City and the Company.

SECTION 19. ORDINANCE PASSED AT PUBLIC MEETING. It is hereby officially found that the meeting at which this ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

SECTION 20. EFFECTIVE DATE. If Company accepts this ordinance, by the filing of its written acceptance, this ordinance shall be effective as of August 15, 2011.

SECTION 21. REPEAL. This ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

DULY PASSED AND APPROVED ON THE 1ST READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, BY A VOTE OF 4 TO 0, ON THIS THE 16TH DAY OF MAY, 2011.

DULY PASSED AND APPROVED ON THE 2ND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, BY A VOTE OF 4 TO 0, ON THIS THE 20TH DAY OF JUNE, 2011.

APPROVED:



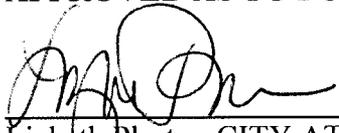
Dean Ueckert, MAYOR

ATTEST:

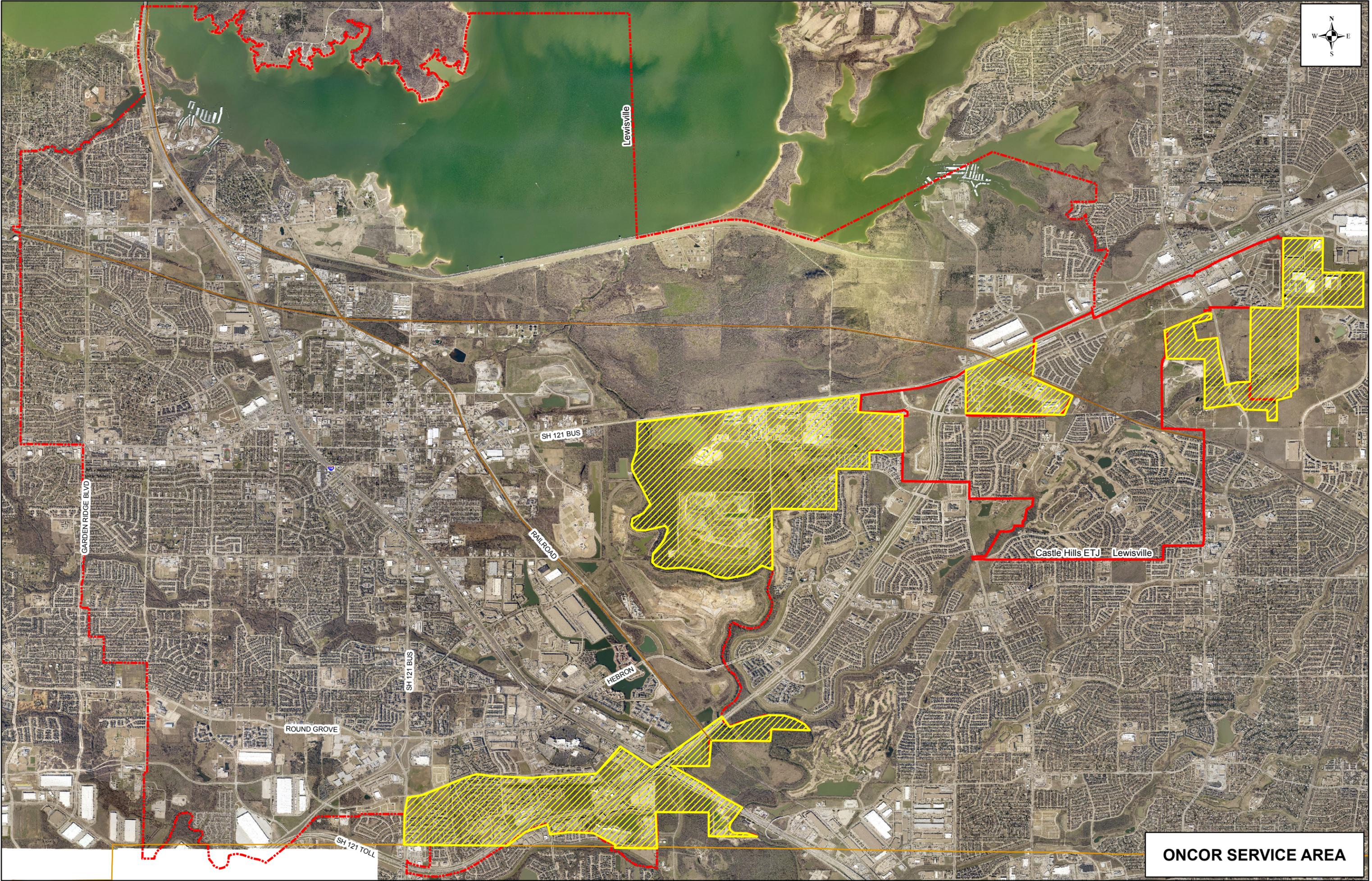


Patricia Parra, DEPUTY CITY SECRETARY

APPROVED AS TO FORM:



Lizbeth Plaster, CITY ATTORNEY



ONCOR SERVICE AREA

MEMORANDUM

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

FROM: Julie Heinze, City Secretary

DATE: January 21, 2016

SUBJECT: Provide Direction to City Staff Regarding Potential Date for a Charter Amendment Election.

BACKGROUND

City Council received the 2015 Charter Review Commissions' final recommendations at the July 20, 2015, City Council meeting. Discussion was held regarding potential election dates including the possibility of a May election but no definitive direction was given. At the time of this discussion, the continuation elections for the Fire Control, Prevention and Emergency Medical Service District and Crime Control and Prevention District had not been called for May 2016.

ANALYSIS

Attached is the PowerPoint Presentation submitted at the July 20, 2015, City Council meeting reviewing the Charter Review Commission recommendations. During this meeting, the City Council discussed various issues including a change in the structure of governance (residential, single member) based upon the future annexation of the Castle Hills Districts (staff indicated that it could be as early as 2020 that annexations could begin). The Charter Review Commission recommended that the City Council reconsider these options prior to formal annexation proceedings. In addition, Council discussed the need to revise the Charter to allow for the filling of a council vacancy when the vacancy is for 12 months or less (this change became allowable beginning in 2013). Staff communicated that none of the recommended changes had to be made within any specified timeframe.

Staff does not recommend that the City Council consider calling a May 2016 City Charter Amendment Election for the following reasons:

1. Three elections have already been called for May 7, 2016 (City Council General Election and continuation elections for Fire Control, Prevention and Emergency Medical Service District and Crime Control and Prevention District which were required to be called by a specific deadline). This will make it more difficult to properly educate the public regarding

the various propositions due to the enormity of both the continuation elections and a charter amendment election.

2. Section 11.21 of the City Charter limits Charter Amendment Elections to no more than once every two years. If a Charter election was held in May 2016, the soonest another such election could be held would be May 2018. Since none of the proposed Charter changes are critical, it is better to leave open the option of when a change in governance should be made to coincide with annexation of the districts.

While there are some exceptions, the Texas Election Code limits municipalities to only hold elections, such as a charter review election, on a uniform election date (May and November). Staff does not recommend May 2016 primarily due to the above reasons, nor November 2016, as it would coincide with the Presidential election. Presidential elections have a significantly higher number of polling locations for both early and Election Day voting. All cities within the Denton and Dallas County areas participate in joint election agreements with both counties which allows for election cost sharing. Most cities (and schools) hold their elections in May, which significantly lowers the cost of the elections.

City staff has contacted both Denton and Dallas County Election Administrators for a rough estimate of the cost for an election held in November 2016. Based upon historical data, Denton County has estimated our cost to be \$35,000 due to the increase in the number of polling locations. Since the City of Lewisville is not able to cost share to the same extent with Dallas County, (there are not as many participants who directly impact Lewisville) the City's costs for Dallas County are typically higher; therefore, staff anticipates the cost of a November election with Dallas County to be significantly higher than Denton County.

Staff is seeking direction from Council regarding whether they wish to call a Charter Amendment Election for May 2016 or to bring back the possibility of holding a Charter Amendment Election at City Council direction in the future.

RECOMMENDATION

It is City staff's recommendation that the City Council provide direction to staff regarding a potential date for a Charter Amendment Election.



2015 Charter Review Commission Recommendations



Process

- Section 11.22 of Charter requires a Commission be appointed every 5 years
 - Term of Office for Commission is 6 months
 - Commission to serve January 2015 through June 2015
- Three issues requested for review by City Council members:
 - City Council Pay
 - Allowing City Council members to be on City Health Plan
 - Impact of Population Increases on Governing Body Size, Method of Election and Related Issues
- Staff also presented 2009-10 Commission recommendations for which election was not called previously



Filling City Council Vacancy (Requested by Mayor Rudy Durham)

- In 2013 the Texas Constitution was changed to authorize home-rule municipalities to have a procedure to fill a vacancy on the governing body for which the vacancy is 12 months or less if approved by voters as a charter amendment.
 - Prior to this constitutional change, cities with terms in excess of two years could not have such a charter provision.
 - The Charter Review Commission did not discuss this change during the 6 month period for which they were appointed
 - Mayor Durham is now asking City Council to consider this change.

Section 3.06 - Vacancies

- All vacancies shall be determined and filled in accordance with the constitution and laws of the State of Texas, as they now exist or may hereafter be amended. Any vacancy occurring for which the unexpired term is twelve (12) months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining five (5) councilmen mentioned under section 3.01 above. Any vacancy for which the unexpired term is for more than twelve (12) months must be filled by a majority of the qualified voters voting in a special election called for such purpose in accordance with the Texas State Constitution. All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled.
- All vacancies shall be determined and filled in accordance with the constitution and laws of the State of Texas, as they now exist or may hereafter be amended. Any vacancy occurring for which the unexpired term is twelve (12) months or less shall be filled within thirty days of the occurrence of the vacancy by appointment of a majority vote of the remaining five (5) councilmen mentioned under section 3.01 above. Any vacancy for which the unexpired term is for more than twelve (12) months must be filled by a majority of the qualified voters voting in a special election called for such purpose in accordance with the Texas State Constitution. All vacancies filled by appointment or election shall be for the remainder of the unexpired term of the office so filled.



2015 Charter Review Commission Recommendations



Compensation of City Council members

- Recommendation: Revise Section 3.04 to increase compensation of the Mayor to \$175 per meeting and City Council members to \$125 per meeting; the Commission was opposed to inclusion of a methodology that would automatically increase pay based on some type of established formula.
- Reason: Compensation was set at \$50.00 per meeting in 2004 with no methodology for increasing pay over time. Commission recommended that pay be reviewed every five years with required charter review.

Average MONTHLY PAY COMPARISON

City	Mayor	Council
Allen	\$625.00	\$375.00
Arlington	\$250.00	\$200.00
Carrollton	\$375.00	\$200.00
Dallas	\$6,666.67	\$5,000.00
Fort Worth	\$2,416.67	\$2,083.33
Frisco	\$760.00	\$600.00
Garland	\$600.00	\$400.00
Grand Prairie	\$100.00	\$25.00
Grapevine	\$410.61	\$212.75
Irving	\$1,200.00	\$900.00
Mesquite	\$100.00	\$50.00
McKinney	\$100.00	\$100.00
Plano	\$1,400.00	\$1,000.00
Richardson	\$100.00	\$100.00
MONTHLY AVERAGE	\$1,078.85	\$803.29
Lewisville (current)	\$100.00	\$100.00
% Difference	978.85% below market	703.29% below market
Charter Recommendation	\$350.00	\$250
% Difference	250% below market	150% below market



Participation in City's Health Plan

- **Recommendation:** Extend clinic visits to City of Lewisville City Council members only (does not include spouse and dependents) at no cost as permitted by law.
- **Reason:** No benefits are currently provided to City Council members. Out of the 17 survey city comparison, only three cities allow city council members to be on the health plan. The Commission recommended against providing health insurance benefits to City Council members.
- City Council members may utilize the Employee Clinic

Section 3.04 Compensation

- The mayor of the city council of Lewisville shall receive \$175.00 for each meeting and members of the city council of Lewisville shall each receive compensation in the sum of ~~\$50.00-\$125.00~~ for each meeting of the city council which they attend; they shall also be entitled to reimbursement of and for necessary expenses incurred in the performance of their official duties, when approved by the council; they shall also be allowed to utilize the employee clinic at no cost as allowed by law. Dependents of the city council are not allowed to utilize the employee clinic.
- The mayor of the city council of Lewisville shall receive \$175.00 for each meeting and the members of the city council of Lewisville shall each receive compensation in the sum of \$125.00 for each meeting of the city council which they attend; they shall also be entitled to reimbursement of and for necessary expenses incurred in the performance of their official duties, when approved by the council; they shall also be allowed to utilize the employee clinic at no cost as allowed by law. Dependents of the city council are not allowed to utilize the employee clinic.



Impact of Population Increases on Governing Body Size, Method of Election and Related Issues

- **Recommendation:** That the City Council consider structure of governance prior to any annexation of water districts within our ETJ.
- **Reason:** The timeframe for annexation of the DCFWS districts is unknown at this time.



Section 3.07 Powers of the City Council

Recommendation: Delete clauses in section 3.07, subsection b and subsection s.

Reason: Subsection b contains a clause which gives the City Council the power to distribute work of divisions within the City but the City Manager, as the chief administrative officer of the City, is responsible for the distribution of work.

Subsection s contains a clause which requires a bond of all contractors, yet, in practice, such a bond is not always necessary of all contractors. Whether a bond is required depends on the specific project at issue.



Section 3.07 Powers of the City Council

- All powers of the city, and the determination of all matters of policy, shall be vested in the city council. Without limitation of the foregoing, and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:
 - ~~b. Establish, create, consolidate, or abolish, administrative departments and distribute the work of divisions.~~
 - ~~s. To require bonds, both special and general, of all contractors and others constructing or building for the city, and set up standards, rules and regulations therefore.~~



Section 3.07 Powers of the City Council

- All powers of the city, and the determination of all matters of policy, shall be vested in the city council. Without limitation of the foregoing, and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:
 - a. Appoint and remove a city manager as hereinafter provided.
 - b. Adopt the budget of the city.
 - c. Authorize the issuance and sale of bonds, by a bond ordinance.
 - d. Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs. To name and designate an "official newspaper" for the City of Lewisville, Texas.
 - e. Provide for such additional boards and commissions, not otherwise provided for in this charter, as may be deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this charter, by city ordinance, or by law.
 - f. Adopt and modify the zoning plan, and a building code, including electrical and plumbing codes, of and for the city; and to require building permits.
 - g. Adopt and modify the official map of the city. (The official map is, and shall be maintained by the city secretary, in the city hall in Lewisville, Texas.)



Section 3.07 Powers of the City Council

- h. Adopt, modify and carry out plans proposed by the city planning commission, for the clearance of slum districts and rehabilitation of blighted areas.
- i. Adopt, modify and carry out plans proposed by the city planning commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole, or in part, by disaster.
- j. Regulate, license and fix the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city.
- k. Provide for the establishment and designation of fire limits, and prescribe the kind and character of buildings or structures or improvements to be erected therein; and provide for the erection of fireproof buildings within said limits; and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard, and prescribe the manner of their removal or destruction, within said limits.
- l. Fix the salaries and compensation of the city officers and employees, to set up qualifications, rules, and standards of and for employees of the city.
- m. Provide for a sanitary sewer and water system, and require property owners to connect their premises with sewer system, and provide for penalties for failure to make sanitary sewer connections.
- n. Provide for sanitary garbage disposal, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges. To define nuisances; and, to prohibit same; and provide penalties for violations.



Section 3.07 Powers of the City Council

- o. Provide for all necessary public utilities and set fees and charges therefor and provide penalties for misuses of same.
- p. Exercise exclusive dominion, control and jurisdiction, (including the right to close and abandon streets and alleys), in, upon, over and under, the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city; and, provide for the improvement of same, as provided in Article 1105b, Chapter 9, Title 28, of the Revised Civil Statutes of the State of Texas of 1925, as now, or hereafter amended.
- q. Compromise and settle any and all claims, demands, and lawsuits, of every kind and character, in favor of, or against, the City of Lewisville.
- r. To pass ordinances defining and prohibiting misdemeanors and vagrancy; and, provide penalties for violations.
- s. To provide and/or arrange for any and all "civil defense measures" and "public shelter measures" for the City of Lewisville, Texas, and for the citizens thereof, deemed necessary for public welfare.
- t. To exercise, or delegate to the mayor, extraordinary and total executive powers, (on a temporary basis), during the existence and duration of any major public disaster, for the public welfare.



Section 3.12 Official Bonds for City Employees

Recommendation: Delete section 3.12 in its entirety.

Reason: Official bonds for the city manager, the city secretary or any other city employee are not required by law, and the finance director for the city is bonded.



Section 3.12 Official Bonds for City Employees

- ~~• The city manager and the city secretary and such other city officers and employees as the city council may require shall before entering upon the duties of their office, enter into a good and sufficient fidelity bond in a sum to be determined by the city council payable to the City of Lewisville, and conditioned upon the faithful discharge of the duties of such persons, and upon faithful accounting for all monies, credits and things of value coming into the hands of such persons, and such bonds, shall be signed as surety by some company authorized to do business under the laws of the State of Texas; and, the premium of such bonds shall be paid by the City of Lewisville; and, such bonds must be acceptable to the city council. Such bond shall be maintained in full force and effect at all times during such person's tenure of office.~~



Section 5.07 Conducting and Canvassing Elections

Recommendation: Delete last sentence in section 5.07.

Reason: State law sets the specific dates for canvassing elections, which override the city charter.

Section 5.07 Conducting and Canvassing Elections

- The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas. ~~Within five (5) days or as soon as practical after an election, the city council shall meet, open the returns, canvass and officially declare the result of the election as to candidates and questions, and issue certificates of election to candidates elected, as hereinbefore provided.~~
- The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the elections, determine, record and report the results as provided by the general election laws of Texas.



Section 8.02 Development of Property

Recommendation: Approve new wording of Section 8.02.
Development of property

Reason: State law addresses the expenditure of public funds for private development



Section 8.02 Development of Property

- **Section 8.02. Development of property.** The city council ~~shall~~ may cooperate with persons interested in the development of property within, or beyond, the city limits. No expenditure of public funds, however, shall be authorized if said expenditure for the development of privately owned subdivisions, situated within or beyond the corporate limits of the city' except (where feasible for the city) for the extension of utilities or services to such areas is in violation of state law.
- **Section 8.02. Development of property.** The city council may cooperate with persons interested in the development of property within, or beyond, the city limits. No expenditure of public funds, however, shall be authorized if said expenditure is in violation of state law.



Section 9.02 Preparation and Submission of Budget

Recommendation: Delete the clause in section 9.02 that sets forth the time frame for the submission of the budget.

Reason: State law addresses the timing of the budget.



Section 9.02 Preparation and Submission of Budget

- The city manager shall, ~~between 60 and 90 days prior to beginning of each fiscal year,~~ submit to the council a proposed budget, which shall provide a complete financial plan for the fiscal year ...
- The city manager shall submit to the council a proposed budget, which shall provide a complete financial plan for the fiscal year ...



Section 9.06 Notice of Public Hearing on Budget

Recommendation: Delete section 9.06 in its entirety.

Reason: State law sets forth the requirements for public hearings on the budget.

Section 9.06 Notice of Public Hearing on Budget

- ~~• At the meeting of the city council at which the budget is submitted, the city council shall fix the time and place of the public hearing on the budget. The public hearing on the proposed budget shall be set for a date occurring after the 15th day after the budget is filed with the municipal clerk, but before the governing body makes its tax levy, and, the city council shall cause to be published in the official newspaper of the City of Lewisville, a notice of the hearing setting forth the time and place thereof at least five days before the date of such hearing.~~



Section 9.07 Public Hearing on Budget

Recommendation: Delete section 9.07 in its entirety.

Reason: State law sets forth the requirements for public hearings on the budget.

Section 9.07 Public Hearing on Budget

- ~~At the time and place set forth in the notice required by section 9.06, or at any time and place to which such public hearing shall from time to time be adjourned, the city council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.~~



Section 9.14 Contingent Appropriation

Recommendation: Delete section 9.14 in its entirety.

Reason: This contingency appropriation is unnecessary because expenditure of these funds would require city council approval. Therefore, it is more efficient to request an emergency appropriation from the city council when an emergency actually exists. Staff has historically budgeted \$100 to meet the requirement of this section.

Section 9.14 Contingent Appropriation

- ~~• Provision shall be made in the annual budget and in the appropriation ordinance for a contingent appropriation in an amount not more than three (3) percent of the total budget, to be used in case of unforeseen items of expenditure. Such contingent appropriation shall be under the control of the city manager and distributed by him, after approval of the city council. Expenditures from this appropriation shall be made only in case of established emergencies and a detailed account of such expenditures shall be recorded and reported.~~



Section 9.24 Taxes; when due and payable

Recommendation: Delete the clause in section 9.24 which refers to the office of the city assessor collector.

Reason: The City no longer has an office of the city assessor collector, and those activities are performed by the Denton County Appraisal District and the Denton County Tax Collector.

Section 9.24 Taxes; when due and payable

- All taxes due the City of Lewisville ~~shall be payable at the office of the city assessor-collector, and~~ may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty, interest and other collection costs as provided by the Texas Tax Code, Section 33.01 et seq., as it now exists or may hereafter be amended.
- All taxes due the City of Lewisville may be paid at any time after the tax rolls for the year have been completed and approved, which shall not be later than October 1st. Taxes shall be paid before February 1st, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty, interest and other collection costs as provided by the Texas Tax Code, Section 33.01 et seq., as it now exists or may hereafter be amended.

Section 8.04 Planning commission membership

Recommendation: Remove the requirement that a member of the Planning and Zoning Commission (P&Z) own real property within the City of Lewisville

Reason: Limits the ability of otherwise qualified residents to serve on the P&Z



Section 8.04 Planning commission membership

- The city council shall appoint a city planning commission of seven (7) members who shall be residents of the city ~~and own real property therein~~ who shall serve without compensation.
- The city council shall appoint a city planning commission of seven (7) members who shall be residents of the city who shall serve without compensation.

Election Timing

- **Elections must be held on one of two uniform election dates:**
 - **Second Saturday in May**
 - **First Tuesday after first Monday in November**
- **If City Council desires to hold election November 3, 2015**
 - **August 17** Recommended date to approve ordinance calling special election
 - **August 24** Last day to call Election
- **If City Council desires to hold election May 14 , 2016**
 - **February 1** Recommended date to approve ordinance calling special election
 - **February 26** Last day to call Election

BOARD/COMMISSION

ARTS ADVISORY BOARD

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 2 of 2

MEMBERS	MONTHS													TOTALS		
		NAME/PLACE NO.	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
GENE CAREY PLACE NO. 6 CHAIRMAN (Lewisville Resident)	10/13/15											P		2	0	
													NM			
	12/8/15													P		
STEVE SOUTHWELL PLACE NO. 7 (Lewisville Resident)	10/13/15											P		2	0	
													NM			
	12/8/15													P		
KEN LANNIN PLACE NO. 8 (Lewisville Resident)	10/13/15											P		2	0	
													NM			
	12/8/15													P		
PEGGY ATKERSON PLACE NO. 9 (Lewisville Resident)	10/13/15											P		1	1	
													NM			
	12/8/15													A		

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

ATTENDANCE REPORT

BOARD/COMMISSION

BLUE RIBBON 2025 VISION PLAN COMMITTEE

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 2 of 2

MEMBERS	MONTHS												TOTALS		
	NAME/PLACE NO.	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
TAMELA BOWIE PLACE NO. 5											NM			0	0
												NM			
													NM		
KRISTIN GREEN PLACE NO. 6											NM			0	0
												NM			
													NM		
TOYA GANT PLACE NO. 7											NM			0	0
												NM			
													NM		
KAREN LOCKE PLACE NO. 8											NM			0	0
												NM			
													NM		
RAY HERNANDEZ PLACE NO. 9											NM			0	0
												NM			
													NM		

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

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
CDBG ADVISORY COMMITTEE

REPORTING PERIOD
10/01/2015 - 12/31/2015

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
TAMELA BOWIE PLACE NO. 1	10/20/15											NM			1	1
	11/17/15												P			
	12/1/15													A		
	12/15/15													NM		
ERIC PAGE CHAIRMAN	10/20/15											NM			2	0
	11/17/15												P			
	12/1/15													P		
	12/15/15													NM		
SARAH MCLAIN PLACE NO. 3	10/20/15											NM			2	0
	11/17/15												P			
	12/1/15													P		
	12/15/15													NM		
JUDY FERGUSON PLACE NO. 4	10/20/15											NM			2	0
	11/17/15												P			
	12/1/15													P		
	12/15/15													NM		
LATASHIA SHERROD PLACE NO. 5	10/20/15											NM			2	0
	11/17/15												P			
	12/1/15													P		
	12/15/15													NM		
ROBERT PAUL VICE-CHAIRMAN	10/20/15											NM			1	1
	11/17/15												P			
	12/1/15													A		
	12/15/15													NM		
DEBBIE FU PLACE NO. 7	10/20/15											NM			2	0
	11/17/15												P			
	12/1/15													P		
	12/15/15													NM		

July 21, 2015 NM = No Meeting due to lack of quorum. * designates absence

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

ATTENDANCE REPORT

BOARD/COMMISSION

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
SEAN MICHAEL KIRK PLACE NO. 1													NM			
	12/15/2015													NM		
														P	1	0
BRANDON JONES PLACE NO. 2													NM			
	12/15/2015													NM		
														P	1	0
MARYELLEN MIKSA PLACE NO. 3													NM			
	12/15/2015													NM		
														P	1	0
ALVIN TURNER PLACE NO. 4													NM			
	12/15/2015													NM		
														P	1	0
STEPHEN C BYARS PLACE NO. 5													NM			
	12/15/2015													NM		
														P	1	0
KRISTIN GREEN PLACE NO. 6													NM			
	12/15/2015													NM		
														P	1	0
JAMES DAVIS PLACE NO. 7													NM			
	12/15/2015													NM		
														P	1	0

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

ATTENDANCE REPORT

BOARD/COMMISSION

LEWISVILLE HOUSING FINANCE CORPORATION

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 1 of 1

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

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

ATTENDANCE REPORT

BOARD/COMMISSION

LEWISVILLE INDUS. DEVEL. AUTH.

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 1 of 1

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

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

ATTENDANCE REPORT

BOARD/COMMISSION
LEWISVILLE PARKS & LIBRARY
DEVELOPMENT CORPORATION

REPORTING PERIOD

10/01/2015 - 12/31/2015

1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS	
NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
TJ GILMORE PLACE NO. 1											NM			0	0
												NM			
													NM		
ROBERT SOLETE PLACE NO. 2											NM			0	0
												NM			
													NM		
KEN JUDKINS PLACE NO. 3											NM			0	0
												NM			
													NM		
R.NEIL FERGUSON PLACE NO. 4											NM			0	0
												NM			
													NM		
GREG TIERNEY PLACE NO. 5											NM			0	0
												NM			
													NM		
RUDY DURHAM PLACE NO. 6											NM			0	0
												NM			
													NM		
DOUGLAS KILLOUGH PLACE NO. 7 VICE-PRESIDENT											NM			0	0
												NM			
													NM		

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

LIBRARY BOARD

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
CHERYL MOORE PLACE NO. 1	10/21/2015											P			1	1
	11/18/2015												NM			
	12/16/2015													A		
JENNIFER B LINDE PLACE NO. 2	10/21/2015											P			2	0
	11/18/2015												NM			
	12/16/2015													P		
KATHALEEN RODRIGUEZ PLACE NO. 3	10/21/2015											P			2	0
	11/18/2015												NM			
	12/16/2015													P		
JEAN FERGUSON PLACE NO. 4	10/21/2015											P			2	0
	11/18/2015												NM			
	12/16/2015													P		
TOBY FABER PLACE NO. 5	10/21/2015											A			1	0
	11/18/2015												NM			
	12/16/2015													P		
ROSARIO KLIER PLACE NO. 6	10/21/2015											P			2	0
	11/18/2015												NM			
	12/16/2015													P		
CAROLYN RICHARD PLACE NO. 7	10/21/2015											A			1	0
	11/18/2015												NM			
	12/16/2015													P		

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

ATTENDANCE REPORT

BOARD/COMMISSION

OIL AND GAS ADVISORY BOARD

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
DAVE LEOPOLD PLACE NO.1													NM			
														NM		
															NM	
JENNIFER WHITAKER PLACE NO. 2													NM			
														NM		
															NM	
BOBBY DOLLAK PLACE NO. 3													NM			
														NM		
															NM	
STEVE SOUTHWELL PLACE NO. 4 CHAIRPERSON													NM			
														NM		
															NM	
AARON THESMAN PLACE NO. 5													NM			
														NM		
															NM	
KATHI STOCK PLACE NO. 6													NM			
														NM		
															NM	
CAROL TOMKOVICH PLACE NO. 7													NM			
														NM		
															NM	

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ATTENDANCE REPORT

BOARD/COMMISSION

OLD TOWN DESIGN REVIEW COMMITTEE

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 2 of 2

MEMBERS		MONTHS												TOTALS	
NAME/PLACE NO.		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
DOUG KILLOUGH PLACE NO. 5	10/12/2015										P			3	0
	10/26/2015										P				
	11/9/2015											P			
	11/23/2015											NM			
	12/14/2015												NM		
	12/28/2015												NM		
BILL PECK ARCHITECT (NON-VOTING)	10/12/2015										P			3	0
	10/26/2015										P				
	11/9/2015											P			
	11/23/2015											NM			
	12/14/2015												NM		
	12/28/2015												NM		

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

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

PARK BOARD

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 1 of 2

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
JIM DOMER PLACE NO. 1	10/14/2015											NM			1	0
	11/11/2015												NM			
	12/9/2015													P		
WILLIAM SHULL PLACE NO. 2	10/14/2015											NM			1	0
	11/11/2015												NM			
	12/9/2015													P		
RICHARD OROPEZA PLACE NO. 3	10/14/2015											NM			0	1
	11/11/2015												NM			
	12/9/2015													A		
ROBERT TROYER PLACE NO. 4	10/14/2015											NM			0	1
	11/11/2015												NM			
	12/9/2015													A		
ROBERT SOLETE PLACE NO. 5 CHAIRMAN	10/14/2015											NM			1	0
	11/11/2015												NM			
	12/9/2015													P		
JAMES COLLIER PLACE NO. 6	10/14/2015											NM			1	0
	11/11/2015												NM			
	12/9/2015													P		
MICHAEL POPE PLACE NO. 7	10/14/2015											NM			1	0
	11/11/2015												NM			
	12/9/2015													P		

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ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

PARK BOARD

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 2 of 2

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
DAVID ADKISSON PLACE NO. 8	10/14/2015											NM			1	0
	11/11/2015												NM			
	12/9/2015													P		
CALLY BROWNING PLACE NO. 9 VICE CHAIRMAN	10/14/2015											NM			1	0
	11/11/2015												NM			
	12/9/2015													P		

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

BOARD/COMMISSION

PLANNING & ZONING COMMISSION

10/01/2015 - 12/31/2015

MEMBERS	MEETINGS	MONTHS												TOTALS		
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	
KRISTIN GREEN PLACE NO. 6	10/6/15											P			5	0
	10/20/15											P				
	11/3/15												P			
	11/17/15												P			
	12/1/16													NM		
	12/15/15													P		
JAMES DAVIS PLACE NO. 7 CHAIRMAN	10/6/15											P			5	0
	10/20/15											P				
	11/3/15												P			
	11/17/15												P			
	12/1/16													NM		
	12/15/15													P		

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

ATTENDANCE REPORT

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

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 1 of 1

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

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

NQ = No Quorum

NM = No Meeting

ATTENDANCE REPORT

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

REPORTING PERIOD

10/01/2015 - 12/31/2015

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS			
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
CHIP TABOR PLACE NO. 1													NM			0	0
														NM			
															NM		
PHILLIP HUFFINES PLACE NO. 2													NM			0	0
														NM			
															NM		
MITCHELLE D. VINER PLACE NO. 3													NM			0	0
														NM			
															NM		
BRANDON JONES PLACE NO. 4													NM			0	0
														NM			
															NM		
DREW DIETRICH PLACE NO. 5													NM			0	0
														NM			
															NM		
GENE CAREY PLACE NO. 6													NM			0	0
														NM			
															NM		
RONNI CADE PLACE NO. 7													NM			0	0
														NM			
															NM		

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NQ = No Quorum

NM = No Meeting

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
TRANSPORTATION BOARD

REPORTING PERIOD
 10/01/2015 - 12/31/2015

Page 1 of 1

MEMBERS	MEETINGS	MONTHS												TOTALS			
		NAME/PLACE NO.	DATE/TYPER	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
SEAN MICHAEL KIRK PLACE NO. 1													NM			0	0
														NM			
														NM			
BRANDON JONES PLACE NO. 2													NM			0	0
														NM			
														NM			
MARYELLEN MIKSA PLACE NO. 3 ZBOA REP.													NM			0	0
														NM			
														NM			
ALVIN TURNER PLACE NO. 4													NM			0	0
														NM			
														NM			
STEPHEN C. BYARS PLACE NO. 5													NM			0	0
														NM			
														NM			
KRISTIN GREEN PLACE NO. 6													NM			0	0
														NM			
														NM			
JAMES DAVIS PLACE NO. 7 CHAIRMAN													NM			0	0
														NM			
														NM			

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ATTENDANCE REPORT

BOARD/COMMISSION
ZONING BOARD OF ADJUSTMENT

REPORTING PERIOD
 10/01/2015 - 12/31/2015

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
TOM JENSEN CHAIRMAN PLACE NO. 1	10/7/2015											NM			0	0
	11/4/2015												NM			
	12/2/2015													NM		
ANTONIO GALLIZZI VICE-CHAIRMAN PLACE NO. 2												NM			0	0
													NM			
														NM		
JAMES COLLIER PLACE NO. 3												NM			0	0
													NM			
														NM		
DEBBIE INGLEDUE PLACE NO. 4												NM			0	0
													NM			
														NM		
MARYELLEN MIKSA PLACE NO. 5 P&Z REPRESENTATIVE												NM			0	0
													NM			
														NM		
WINSTON EDMONDSON ALTERNATE #1												NM			0	0
													NM			
														NM		
ROY WIEGMANN ALTERNATE #2												NM			0	0
													NM			
														NM		

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